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

May 16, 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

- Mental Health Month Proclamation 2017

G. PUBLIC PARTICIPATION

H. CONSENT AGENDA

Budget Office

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

Clerks Report

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

County Attorney

3. **Aquaculture Lease Modification Resolution**
   Recommendation: Board consider a resolution in support of Webb's Oyster Point LLC's application to the Florida Department of Agriculture and Consumer Services (FDACS) for a modification to its sovereignty

submerged land aquaculture bottom leases to allow mechanical harvesting of oysters in West Bay.

4. **Warner Avenue Property Purchase**

Recommendation: Board: 1) Approve and ratify the agreement to purchase the property off Warner Avenue (PIN 27568-000-000) in the amount of $380,000; 2) grant negotiating authority to the County Manager and County Attorney to further negotiate the purchase of the property so long as the price is at or below the appraised value; and 3) authorize the Chairman to sign all related closing documents. **(District V)**

5. **Real Property Dissent and Disclaimer**

Recommendation: Board to approve and authorize the Chairman to sign the Dissent and Disclaimer relating to a Quit Claim Deed recorded by Charles Fowler and authorize the Clerk to record the same in the Official Records of Bay County.

Outside Agencies

6. **Direct Services Extension**

Recommendation: Board to approve and authorize the Chairman to sign the request for Extension to Provide Direct Services.

Public Works

7. **FY17 Annual Resurfacing Phase I Contract Award**

Recommendation: Board: 1) Award the Base Bid to C. W. Roberts Contracting, Inc. for the FY17 Annual Resurfacing Phase I in the amount of $791,909.23; and authorize the Chairman to execute and modify the contract **(EXHIBIT 2)**; and, 2) Authorize contingency and testing funds in the amount of $79,190.93 (10%). **(DISTRICT IV)**

8. **Minnesota Avenue Sidewalk Contract Award**

Recommendation: Board: 1) Award the contract to Roberts and Roberts, Inc. for the Minnesota Avenue Sidewalk project in the amount of $220,618.72 and authorize the Chairman to execute the contract **(Exhibit 2**), subject to non-monetary changes as approved by the County Attorney's Office; and, 2) Authorize contingency and testing funds in the amount of $22,061.87 (10%). **(DISTRICT I)**

Purchasing Office

9. **Amendment #1 15-20 Annual Inspection and Preventive Maintenance of Generators at Various County Locations**

Recommendation: Board 1) approve Amendment #1 to Contract 15-20 Annual Inspection and Preventive Maintenance to Generators at Various County Locations; and
2) Authorize the Chairman to execute the amendment.

Utility Services

10. **SR 388 Water Main Relocation**

Recommendation: Board: 1) Authorize staff to issue a task order in the amount of $177,275.00 to Dewberry Engineers, Inc. (Dewberry) for professional services to relocate a portion of the existing 42-inch wholesale water transmission main along SR 388.

I. REGULAR AGENDA

J. PUBLIC HEARING

Community Development

11. **PZ 17-033 Small Scale Amendment**

Recommendation: Board to conduct a legislative public hearing to consider a proposal of a Small-Scale Amendment to the Bay County Comprehensive Plan, Future Land Use Map, Application No. PZ 17-033. Located at the northeast corner of Highway 77 and Annie Lee Brock Road. **(District IV)**.

12. **PZ 17-034 Zoning Change**

Recommendation: Board to conduct a quasi-judicial public hearing pursuant to Section 307 of the Land Development Regulations and take action on a proposed zone change from “AG-2” Agriculture-Timberland to “C-3” General Commercial, Application No. PZ 17-034. Located at the northeast corner of Highway 77 and Annie Lee Brock Road. **(District IV).**

K. PUBLIC PARTICIPATION

L. COUNTY ATTORNEY'S REPORT

M. COUNTY MANAGER'S REPORT

N. CHAIRMANS AND COMMISSIONERS COMMENTS

O. ADJOURN

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:

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E-Mail Address: thamm@baycountyfl.gov

Commissioner Robert Carroll, District 2
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Commissioner William T. Dozier, District 3
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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:	**MEETING DATE:** 5/16/2017
Budget Office, Johnathan A. Stukey, Budget Officer	

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

AGENDA	**BUDGETED ITEM?** No
Budget Office - Consent	BUDGET ACTION: BUDGET AMENDMENT REQUIRED FINANCIAL IMPACT SUMMARY STATEMENT: This amendment is decreasing General Fund Cash Forward.

BACKGROUND:

Fund 001, General Fund, FY 2017 budget, will need to be amended to recognize grant funds for wind retrofit project and place in EM assistance department for project expenditures as well as increasing funds to the Library transfer from reserves for architect expenditure inadvertently paid from Library instead of the Infrastructure fund where the project is budgeted and transfer funds to department for cost of Bay Chamber agreement regarding the federal courthouse.

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

Fund 120, Library, FY 2017 budget, will need to be amended to recognize increased General Fund Transfer funds for architect expenditure inadvertently paid from Library instead of the Infrastructure fund where the project is budgeted

Fund 140, Mosquito Control, FY 2017 budget, will need to be amended to recognize additional cash from the balance sheet as well as other misc revenues, and place into the department for future related expenditures.

Fund 145, Fire Services, FY 2017 budget, will need to be amended to recognize grant funds for the first year of the SAFR program and place in department for salary costs associated with the grant.

Fund 450, EMS, FY 2017 budget, will need to be amended to recognize insurance proceeds from damage to county property and place in department for related expenditures.

Summary:

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

ATTACHMENTS:

Description	Type
Budget Amendment Resolution May 16, 2017 Exhibit 1	Exhibit
Budget Amendment FY17 Exhibit A May 16, 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 recognize grant funds for wind retrofit project and place in EM assistance department for project expenditures as well as increasing funds to the Library transfer from reserves for architect expenditure inadvertently paid from Library instead of the Infrastructure fund where the project is budgeted and transfer funds to department for cost of Bay Chamber agreement regarding the federal courthouse.

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

WHEREAS, Fund 120, Library, FY 2017 budget, will need to be amended to recognize increased General Fund Transfer funds for architect expenditure inadvertently paid from Library instead of the Infrastructure fund where the project is budgeted.

WHEREAS, Fund 140, Mosquito Control, FY 2017 budget, will need to be amended to recognize additional cash from the balance sheet as well as other misc. revenues, and place into the department for future related expenditures.

WHEREAS, Fund 145, Fire Services, FY 2017 budget, will need to be amended to recognize grant funds for the first year of the SAFR program and place in department for salary costs associated with the grant.

WHEREAS, Fund 450, EMS, FY 2017 budget, will need to be amended to recognize insurance proceeds from damage to county property and place in department for related expenditures.

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

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

Section 2. This resolution shall become effective upon adoption.

DONE AND ADOPTED by the Board of County Commissioners of Bay County, Florida this the **16th day of May, 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				
Revenues						
General Fund						
001	3313903	FED GRANT-HAZARD MITIGATN	0	300,000	300,000	Recognize grant funds for wind retrofit project for EM Assistance
Expenditures						
General Govt						
0051	5143105	PROF SRV-OTHER ATTNY	0	30,000	30,000	Place funds for cost of Bay Chamber consulting agreement regarding federal courthouse.
Expenditures						
EM Assistance						
0211	5808118	GRANT-HAZARD MITIGATION	0	300,000	300,000	Place wind retrofit grant fund into department for related expenditures
Expenditures						
Transfers						
0970	5819124	TRNSF-LIBRARY (120)	1,885,418	12,000	1,897,418	Recognize increased funds transferred due to expenditure paid from Library department that is budgeted in the General Fund
Expenditures						
Reserve Cash Forward						
0972	5909999	RESERVE-CASH FORWARD	10,578,352	(42,000)	10,536,352	Recognize increased funds transferred due to expenditure paid from Library department that is budgeted in the General Fund as well as transfer of funds for cost of consulting agreement regarding federal courthouse.
		101 Transportation				
Revenue						
101	3314907	FED GRANT-SDWLK/BIKE LN	2,524,200	250,000	2,774,200	Recognize FDOT grant funds(no match required) for Minnesota Ave sidewalk project and place in department for related expenditures
101	3315009	FED GRANT-FEMA FLOOD	0	426,564	426,564	Recognize Fema grant payment and place in department for related expenditures
101	3640010	SALE OF FIXED ASSETS	0	30,000	30,000	Recognize revenue for payment of gradall sale to City of Springfield & misc equipment sold at auction
101	3699001	OTHER MISC REVENUE	0	19,513	19,513	Recognize revenue for misc equipment sold at auction
101	3699012	INSURANCE PROCEEDS	23,949	36,847	60,796	Recognize insurance payment for damages to county property
101	3899999	BALANCE FWD-CASH FORWARD	5,980,558	287,226	6,267,784	Recognize additional cash forward for Fema grant payments deposited in FY16
Expenditures						
Roads and Bridges						
0225	5606401	EQUIPMENT	1,683,710	763,303	2,447,013	Place funds for payment of gradall sale to City of Springfield & misc equipment sold at auction & Fema grant payment deposited in FY16 as well as fy17 Fema payments in department for future equipment purchases
Expenditures						

ACCOUNT NO.		ACCOUNT NAME	FY 2017 BUDGET	ADJUSTMENT	AMENDED BUDGET	EXPLANATION
ITS						
0229	5303401	CONTRACTED SERVICES	20,000	8,863	28,863	Place insurance payment into department for repair to damaged county property

ACCOUNT NO.		ACCOUNT NAME	FY 2017 BUDGET	ADJUSTMENT	AMENDED BUDGET	EXPLANATION
Expenditures						
Traffic Control						
0230	5304620	REPAIR/MAINT-CNTRL DEVICE	41,320	27,904	69,224	Place insurance payment into department for repair to damaged county property
0230	5305206	MATERIALS-SIGNS	94,665	80	94,745	Place insurance payment into department for repair to damaged county property
Expenditures						
Capital Projects						
0232	5616302	IMPRV-PEDESTRIAN/BIKE LN	3,143,200	250,000	3,393,200	Place in department FDOT grant funds(no match required) for Minnesota Ave sidewalk project
		120 Library				
Revenue						
120	3810001	TRNSF FRM GENERAL FD(001)	1,885,418	12,000	1,897,418	Recognize increased funds transferred due to expenditure paid from Library department that is budgeted in the General Fund
Expenditures						
Bay County Library						
0360	5304605	REPAIR/MAINT BLG & GRNDS	98,000	12,000	110,000	Place increased funds transferred due to expenditure paid from Library department that is budgeted in the General Fund
		140 Mosquito Control				
Revenue						
140	3490001	OTHER CHARGES FOR SERVICE	0	3,534	3,534	Recognize increased revenue and place in department for related expenditures
140	3660007	CONTRIB-OTHER GOVT UNITS	10,000	5,000	15,000	Recognize increased revenue for zika virus funds and place in department for related expenditures
140	3899999	BALANCE FWD-CASH FORWARD	120,450	15,823	136,273	Recognize increased cash from the balance sheet and place in department for future expenditures
Expenditures						
Mosquito Cntl						
0315	5303107	PROF SRV-SUBSTANCE TEST	0	37	37	Recognize increased revenue and place in department for related expenditures
0315	5304001	TRAVEL/TRAINING NON-LOCAL	5,000	620	5,620	Recognize increased revenue and place in department for related expenditures
0315	5304101	COMMUNICATIONS SERVICES	3,828	2,500	6,328	Recognize increased revenue and place in department for related expenditures
0315	5304605	REPAIR/MAINT-BLDG & GRND	6,502	1,000	7,502	Recognize increased revenue and place in department for related expenditures
0315	5305203	INSECTISIDES & PESTICIDES	219,004	5,000	224,004	Recognize increased revenue for zika virus funds and place in department for related expenditures
0315	5606402	EQUIP LESS THAN $1000	2,000	200	2,200	Recognize increased revenue and place in department for related expenditures
0315	5606450	COMPUTER SOFTWARE	0	15,000	15,000	Recognize increased revenue and place in department for related expenditures

ACCOUNT NO.		ACCOUNT NAME	FY 2017 BUDGET	ADJUSTMENT	AMENDED BUDGET	EXPLANATION
		145 Fire Services				
Revenue						
145	3310001	FEDERAL GRANTS	0	382,131	382,131	Recognize first yr of two yr SAFR grant and place in dept for related expenditures
Expenditures						
Fire Services						
0320	5101200	SALARIES & WAGES−REGULAR	2,633,867	185,028	2,818,895	Place first of two year SAFR grant in dept for 6 new firefighter positions
0320	5101400	SALARIES & WAGES−OVERTIME	331,000	84,974	415,974	Place first of two year SAFR grant in dept for 6 new firefighter positions
0320	5102100	FICA TAXES−MATCHING	226,812	14,155	240,967	Place first of two year SAFR grant in dept for 6 new firefighter positions
0320	5102200	RETIREMENT CONTRIBUTIONS	681,428	47,085	728,513	Place first of two year SAFR grant in dept for 6 new firefighter positions
0320	5102300	LIFE & HEALTH INSURANCE	756,467	43,498	799,965	Place first of two year SAFR grant in dept for 6 new firefighter positions
0320	5102302	VIRTUAL DOCTOR	4,663	360	5,023	Place first of two year SAFR grant in dept for 6 new firefighter positions
0320	5102400	WORKERS COMP. PREMIUMS	126,106	7,031	133,137	Place first of two year SAFR grant in dept for 6 new firefighter positions
		450 EMS				
Revenue						
450	3699012	INSURANCE PROCEEDS	0	12,415	12,415	Recognize insurance payment for damages to county property
Expenditures						
EMS Services						
0527	5606401	EQUIPMENT	100,000	12,415	112,415	Place insurance payment for damages to county property in department for future expenditures

Bay County Board of County Commissioners
Agenda Item Summary

Check Register, Inventory Deletions & Revenues and Expenditures

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

MEETING DATE: 5/16/2017

REQUESTED MOTION/ACTION:
Board to acknowledge receipt of reports

AGENDA
Clerks Report - Consent

BUDGETED ITEM?
BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

BACKGROUND:
Board to acknowledge receipt of reports

- Check Register
- Inventory Deletions
- Revenues and Expenditures

ATTACHMENTS:

Description	Type
Check Register	Exhibit
Inventory Deletions	Exhibit
Revenues and Expenditures	Exhibit

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE
MAY 02 2017

May 2, 2017

Board of County Commissioners
Bay County, Florida

Commissioners:

Attached please find Bay County's Check Register for the month of April 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
APRIL 1, 2017 THROUGH APRIL 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
236977	04/28/2017	BAY COUNTY SHERIFF	$	3,307,199.00
236872	04/21/2017	WEEKS MARINE, INC.	$	2,700,092.47
236602	04/13/2017	MARSH USA INC	$	796,941.15
A004621	04/24/2017	PANAMA CITY BEACH CONVENT	$	657,724.47
A004609	04/20/2017	PANAMA CITY BEACH CONVENT	$	541,780.94
236516	04/13/2017	FLORIDA BLUE	$	515,041.53
E99561	04/06/2017	FLORIDA RETIREMENT SYSTEM	$	485,955.96
236623	04/13/2017	ROBERTS AND ROBERTS, INC.	$	310,394.96
E74594	04/28/2017	INTERNAL REVENUE SERVICE-	$	290,974.62
A004602	04/13/2017	PANAMA CITY BEACH CONVENT	$	267,026.92
E14190	04/13/2017	INTERNAL REVENUE SERVICE-	$	256,809.32
236570	04/13/2017	FIRST TRANSIT, INC	$	252,233.19
A004620	04/28/2017	ENGEN, LLC	$	246,044.40
236773	04/21/2017	GAC CONTRACTORS, INC	$	208,325.06
A004586	04/04/2017	FLORIDA MEDICAID/COUNTY B	$	188,102.42
236982	04/28/2017	GARNEY CONSTRUCTION	$	187,399.06
236660	04/17/2017	SUNTRUST BANK	$	179,189.35
236604	04/13/2017	MATRIX POWER SERVICES, IN	$	152,760.00
A004590	04/07/2017	ENGEN, LLC	$	141,681.48
A004606	04/21/2017	ENGEN, LLC	$	137,782.09
236372	04/07/2017	B & H PHOTO-VIDEO-PRO AUD	$	128,600.00
T96183	04/03/2017	CLERK OF CIRCUIT COURT	$	112,923.08
T96150	04/03/2017	BAY COUNTY SUPERVISOR OF	$	106,559.50
236846	04/21/2017	SHI INTERNATIONAL CORP	$	77,935.23
236779	04/21/2017	GULF POWER COMPANY	$	74,276.94
236572	04/13/2017	FL DEPT OF JUVENILE JUSTI	$	73,874.37
A004588	04/06/2017	PANAMA CITY BEACH CONVENT	$	71,076.30
236828	04/21/2017	PRESIDIO NETWORKED SOLUTI	$	69,021.92
236964	04/28/2017	DUVAL FORD	$	63,271.00
236993	04/28/2017	GREENSOUTH SOLUTIONS, LLC	$	61,167.35
236793	04/21/2017	J.V. GANDER DISTRIBUTORS	$	60,703.62
236715	04/21/2017	CARR RIGGS & INGRAM, LLC	$	60,000.00
T4396	04/21/2017	MENARDI, LLC	$	59,317.66
A004607	04/20/2017	PANAMA CITY COMMUNITY DEV	$	58,781.43
A004589	04/06/2017	PANAMA CITY COMMUNITY DEV	$	56,140.93
236833	04/21/2017	RADTKE, M.D., P.A., JAY M	$	53,350.16
236535	04/13/2017	BAY COUNTY SCHOOL BOARD	$	52,770.73
236431	04/07/2017	GULF POWER COMPANY	$	52,250.77
236488	04/07/2017	ST. ANDREW COMM MED CENTE	$	50,000.00
236364	04/07/2017	ALAN JAY FORD LINCOLN MER	$	47,455.26
236571	04/13/2017	FL DEPT OF CORRECTIONS	$	43,122.75
237067	04/28/2017	REDMONDS, INC.	$	40,000.00
236830	04/21/2017	PRIDE ENTERPRISES	$	39,900.00
T4400	04/21/2017	THOMPSON TRACTOR CO INC	$	39,643.65

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
APRIL 1, 2017 THROUGH APRIL 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
236558	04/13/2017	DANA TRANSPORT, INC	$	37,757.01
T4366	04/07/2017	CARTEGRAPH SYSTEMS, INC.	$	36,806.84
236574	04/13/2017	BAY COUNTY SHERIFF	$	35,968.55
236704	04/21/2017	BCL CIVIL CONTRACTORS, IN	$	35,550.00
236477	04/07/2017	SANGAREE OIL COMPANY, INC	$	35,226.72
236581	04/13/2017	GULF COAST ELECTRIC COOP.	$	34,153.76
236621	04/13/2017	PROFESSIONAL TECH SVCS, I	$	34,015.75
236634	04/13/2017	TARPON DOCK AIR CONDITION	$	33,781.00
A004601	04/13/2017	PANAMA CITY COMMUNITY DEV	$	32,159.28
237014	04/28/2017	J.V. GANDER DISTRIBUTORS	$	29,977.44
236625	04/13/2017	SANGAREE OIL COMPANY, INC	$	27,687.38
236501	04/07/2017	TRANE U.S. INC.	$	27,000.00
A004618	04/27/2017	PANAMA CITY COMMUNITY DEV	$	26,029.49
236953	04/28/2017	DAVISON FUELS INC	$	25,862.50
236473	04/07/2017	PRIDE ENTERPRISES	$	25,600.00
T96161	04/03/2017	CLERK OF CIRCUIT COURT	$	25,433.65
237116	04/28/2017	PANHANDLE AUTOMOTIVE INC	$	25,389.00
236536	04/13/2017	BAY DISTRICT SCHOOLS	$	25,171.66
236954	04/28/2017	DEEP SOUTH INDUSTRIAL SER	$	25,014.00
T4410	04/28/2017	KEMIRA WATER SOLUTIONS, I	$	23,820.51
T4372	04/07/2017	SMITH INDUSTRIAL SERVICE	$	23,340.00
A004622	04/28/2017	UNITED SELF INSURED SERVI	$	19,198.97
236471	04/07/2017	PHYSIO-CONTROL, INC	$	19,193.96
T4369	04/07/2017	KEMIRA WATER SOLUTIONS, I	$	18,899.35
E041317	04/13/2017	HSA BANK	$	18,617.42
E042717	04/27/2017	HSA BANK	$	18,607.42
236589	04/13/2017	J.V. GANDER DISTRIBUTORS	$	18,592.16
A004619	04/27/2017	MEXICO BEACH COMM DEV COU	$	18,209.23
236561	04/13/2017	DELL MARKETING, L.P.	$	18,154.22
236531	04/13/2017	ALMEGA SPORTS	$	18,054.75
236938	04/28/2017	CITY OF PANAMA CITY BEACH	$	17,814.07
T4412	04/28/2017	MOTOROLA SOLUTIONS, INC.	$	17,605.51
236928	04/28/2017	CENTENNIAL ROOFING CORP.	$	17,400.00
236870	04/21/2017	VERIZON WIRELESS	$	16,999.08
236444	04/07/2017	KPMG LLP	$	16,850.00
T4401	04/21/2017	TRACTOR & EQUIPMENT CO	$	16,777.06
236517	04/13/2017	FLORIDA COMBINED LIFE INS	$	15,679.13
236725	04/21/2017	CITY OF PANAMA CITY BEACH	$	15,571.55
236901	04/28/2017	AMERICAN PIPING PRODUCTS	$	15,368.80
T4377	04/07/2017	THOMPSON TRACTOR CO INC	$	14,841.37
236900	04/28/2017	ADVANCED WELDING SRVCS, L	$	14,646.23
236849	04/21/2017	SOUTHERN LIGHT, L.L.C.	$	14,510.00
236979	04/28/2017	FRONTIER PRECISION INC	$	14,500.00

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
APRIL 1, 2017 THROUGH APRIL 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
236419	04/07/2017	FL DEPT OF CORRECTIONS	$	14,374.25
236827	04/21/2017	PREFERRED PINE STRAW, INC	$	14,310.00
T4381	04/13/2017	AT&T	$	13,807.61
236795	04/21/2017	JWC ENVIRONMENTAL LLC	$	13,702.70
236669	04/21/2017	ADVANCED WELDING SRVCS, L	$	13,680.38
T4383	04/13/2017	KEMIRA WATER SOLUTIONS, I	$	13,641.70
T4375	04/07/2017	SOUTHERN TIRE MART LLC	$	13,539.70
236414	04/07/2017	EQ-THE ENVIRONMENTAL QUAL	$	13,420.95
236976	04/28/2017	BAY COUNTY SHERIFF	$	13,331.50
A004587	04/06/2017	MEXICO BEACH COMM DEV COU	$	12,984.03
236493	04/07/2017	TAYLOR POWER SYSTEMS	$	12,837.00
236411	04/07/2017	EARLY LEARNING COALITION	$	12,500.00
236513	04/07/2017	WOW!	$	12,493.33
236635	04/13/2017	TAYLOR POWER SYSTEMS	$	12,368.10
236810	04/21/2017	MICHAEL L. ANDERSON, INC.	$	12,300.00
A004605	04/19/2017	UNITED SELF INSURED SERVI	$	12,257.07
237032	04/28/2017	MAIN STREET CONSTRUCTION	$	12,005.00
236957	04/28/2017	DENTAL IMAGING TECHNOLOGI	$	11,990.00
236777	04/21/2017	GULF COAST ELECTRIC COOP.	$	11,733.62
236792	04/21/2017	INGRAM LIBRARY SERVICES	$	11,550.15
236683	04/21/2017	BAY COUNTY ECONOMIC DEV A	$	11,193.00
236758	04/21/2017	FLORIDA BLUE	$	11,168.80
237109	04/28/2017	UNIVAR USA, INC.	$	11,080.64
236430	04/07/2017	GULF POWER COMPANY	$	11,065.51
236500	04/07/2017	TOSHIBA AMERICA BUS. SOLU	$	10,987.73
236707	04/21/2017	BOUND TREE MEDICAL, LLC	$	10,794.95
236720	04/21/2017	CITY OF CALLAWAY	$	10,565.89
237033	04/28/2017	MAINSTREET PROPERTY SERVI	$	10,495.03
A004599	04/10/2017	UNITED SELF INSURED SERVI	$	10,394.80
236804	04/21/2017	MAINSTREET PROPERTY SERVI	$	10,275.03
237114	04/28/2017	WORLD FIBER TECHNOLOGIES,	$	9,866.80
236472	04/07/2017	PRESIDIO NETWORKED SOLUTI	$	9,679.20
T4399	04/21/2017	STEWART & STEVENSON LLC	$	9,602.34
A004604	04/13/2017	UNITED SELF INSURED SERVI	$	9,516.84
236876	04/21/2017	WORLD FIBER TECHNOLOGIES,	$	9,466.10
237042	04/28/2017	MICHAEL L. ANDERSON, INC.	$	9,400.00
237052	04/28/2017	OLIVER WYMAN ACTUARIAL CO	$	9,400.00
236510	04/07/2017	W.S. NIELSEN COMPANY, INC	$	9,180.00
236608	04/13/2017	MILLIMAN CONSULT AND ACTU	$	9,000.00
236483	04/07/2017	SMILEY'S LAWN & TRACTOR L	$	8,935.00
236492	04/07/2017	TARPON DOCK AIR CONDITION	$	8,855.00
T4390	04/21/2017	BOYD CONSTRUCTION SPECIAL	$	8,776.00
236726	04/21/2017	CITY OF PANAMA CITY UTILI	$	8,688.63

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236856	04/21/2017	TAYLOR POWER SYSTEMS	$	8,673.99
236687	04/21/2017	BAY MEDICAL CNTR SACRED H	$	8,665.04
236667	04/21/2017	ADECCO EMPLOYMENT SERVICE	$	8,464.15
236813	04/21/2017	MOTION INDUSTRIES INC	$	8,461.06
236681	04/21/2017	BAY CO COUNCIL ON AGING,	$	8,291.66
237013	04/28/2017	INOBBAR, LLC	$	7,950.00
T4373	04/07/2017	SONITROL OF TALLAHASSEE,	$	7,625.98
236405	04/07/2017	CRH AUTO REPAIR INC	$	7,595.43
236920	04/28/2017	BOUND TREE MEDICAL, LLC	$	7,535.47
236780	04/21/2017	GULF POWER COMPANY	$	7,473.32
A004600	04/13/2017	MEXICO BEACH COMM DEV COU	$	7,403.70
T4405	04/28/2017	AAG ELECTRIC MOTORS & PUM	$	7,327.00
236644	04/13/2017	TOSHIBA AMERICA BUS. SOLU	$	7,294.70
237096	04/28/2017	TAYLOR POWER SYSTEMS	$	7,293.00
236739	04/21/2017	DAG ARCHITECTS INC	$	7,223.00
236389	04/07/2017	CDW GOVERNMENT, INC.	$	7,171.40
236868	04/21/2017	UNIVERSITY OF FLORIDA	$	7,100.00
236711	04/21/2017	BRUSH STROKES PAINTING IN	$	6,860.00
236615	04/13/2017	OFFICE OF THE STATE ATTOR	$	6,814.08
237012	04/28/2017	INGRAM LIBRARY SERVICES	$	6,756.04
T4388	04/21/2017	AAG ELECTRIC MOTORS & PUM	$	6,720.00
236463	04/07/2017	O.I. CORPORATION	$	6,681.00
236855	04/21/2017	SYNOVIA SOLUTIONS LLC	$	6,663.06
236542	04/13/2017	CATO ENTERPRISES INC	$	6,608.03
236807	04/21/2017	POWERMAX360 LLC	$	6,507.32
236603	04/13/2017	MATHEWS M.D., MARION J.	$	6,465.00
236438	04/07/2017	INFINITE ENERGY	$	6,323.52
236365	04/07/2017	ALIGNMENT BAY COUNTY INC	$	6,250.00
236756	04/21/2017	FL DEPT OF FINANCIAL SERV	$	6,185.62
236680	04/21/2017	BAKER, DONELSON, BEARMAN,	$	6,151.50
236746	04/21/2017	DELL FINANCIAL SERVICES	$	6,053.81
236410	04/07/2017	DAVISON FUELS INC	$	6,023.59
236731	04/21/2017	COFFMAN INTERNATIONAL, IN	$	6,002.44
237046	04/28/2017	MUNICIPAL EQUIPMENT CO, L	$	6,000.00
237046	04/28/2017	MUNICIPAL EQUIPMENT CO, L	$	(6,000.00)
237122	04/28/2017	MUNICIPAL EQUIPMENT COMPA	$	6,000.00
236480	04/07/2017	SHI INTERNATIONAL CORP	$	5,964.92
236998	04/28/2017	GULF POWER COMPANY	$	5,890.60
236587	04/13/2017	IDEXX DISTRIBUTION INC.	$	5,880.72
236958	04/28/2017	DEPT OF BUSINESS & PROF R	$	5,802.08
E108711	04/25/2017	FL DEPT OF COMMUNITY AFFA	$	5,802.08
T4387	04/13/2017	UNITED LIGHTING & SUPPLY	$	5,798.00
236369	04/07/2017	ARROW INTERNATIONAL INC	$	5,677.26

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T4392	04/21/2017	EPM POWER & WATER SOLUTIO	$	5,650.42
236840	04/21/2017	RYCOM INCORPORATED	$	5,639.00
236566	04/13/2017	EMERGENCY EQUIPMENT PROF,	$	5,587.49
237003	04/28/2017	HIGGINS CONTRACTING, LLC	$	5,500.00
236530	04/13/2017	ADVANCED WELDING SERVICES	$	5,488.00
236579	04/13/2017	GSC SYSTEMS, INC.	$	5,360.00
236375	04/07/2017	BAY HEATING & COOLING	$	5,330.00
236708	04/21/2017	BRANDOW'S LAWN & LANDSCAP	$	5,265.00
236420	04/07/2017	FL DEPT OF FINANCIAL SERV	$	5,251.62
237050	04/28/2017	ODYSSEY MANUFACTURING CO.	$	5,197.50
236506	04/07/2017	UNITED WAY OF NORTHWEST F	$	5,000.00
237094	04/28/2017	TARPON DOCK AIR CONDITION	$	4,960.00
236988	04/28/2017	GOLDER ASSOCIATES, INC	$	4,934.53
E171080	04/19/2017	FL DEPT OF REVENUE	$	4,736.37
236741	04/21/2017	DAVIS OIL CO., INC	$	4,711.15
236367	04/07/2017	APPLIED INDUSTRIAL TECH-D	$	4,700.36
236460	04/07/2017	MINUTEMAN SECURITY AGENCY	$	4,678.20
236575	04/13/2017	FOUR SEASONS LANDSCAPING,	$	4,677.00
E170418	04/19/2017	FL DEPT OF REVENUE	$	4,665.87
236782	04/21/2017	HALL SEPTIC TANK SERVICE,	$	4,636.00
236363	04/07/2017	ADECCO EMPLOYMENT SERVICE	$	4,588.94
236512	04/07/2017	WHITTAKER ELECTRIC INC	$	4,578.00
236529	04/13/2017	ADECCO EMPLOYMENT SERVICE	$	4,546.61
236613	04/13/2017	ODYSSEY MANUFACTURING CO.	$	4,500.00
237055	04/28/2017	PACE ANALYTICAL SERVICES,	$	4,383.00
236439	04/07/2017	J.V. GANDER DISTRIBUTORS	$	4,348.68
236718	04/21/2017	CHEMICAL ADDICTIONS RECOV	$	4,330.00
236417	04/07/2017	FERGUSON ENTERPRISES, INC	$	4,307.80
237075	04/28/2017	SANDI'S FARM, LAWN & GARD	$	4,291.80
236554	04/13/2017	CRH AUTO REPAIR INC	$	4,249.85
236440	04/07/2017	JAMAR TEECHNOLOGIES, INC	$	4,245.00
T4384	04/13/2017	NAFECO, INC.	$	4,227.54
236454	04/07/2017	POWERMAX360 LLC	$	4,113.60
T4378	04/07/2017	TRACTOR & EQUIPMENT CO	$	4,102.97
236521	04/13/2017	NATIONAL INSURANCE SERVIC	$	4,100.63
236544	04/13/2017	CHENEY LIME & CEMENT CO.	$	4,080.13
236749	04/21/2017	DMS-BUREAU OF FINANCIAL M	$	4,036.57
236999	04/28/2017	GULF POWER COMPANY	$	4,021.53
237115	04/28/2017	WOW!	$	4,010.20
236445	04/07/2017	L & R TRACTOR INC.	$	4,000.00
236892	04/28/2017	VISION SERVICE PLAN INSUR	$	3,977.65
237088	04/28/2017	ST. JOE RENT-ALL, INC	$	3,976.72
236797	04/21/2017	LE CHALET CAMPER SALES, I	$	3,945.00

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T4398	04/21/2017	SOUTHERN TIRE MART LLC	$	3,830.43
236781	04/21/2017	HALL CONTRACTING & CONSTR	$	3,800.00
236899	04/28/2017	ADVANCED HOME LLC	$	3,788.75
236381	04/07/2017	BOYS & GIRLS CLUBS OF BAY	$	3,750.00
236391	04/07/2017	CHEMICAL ADDICTIONS RECOV	$	3,750.00
236685	04/21/2017	BAY COUNTY SCHOOL BOARD	$	3,745.44
237090	04/28/2017	SUNBELT RENTALS, INC.	$	3,721.83
T4416	04/28/2017	TRACTOR & EQUIPMENT CO	$	3,697.96
236934	04/28/2017	CHENEY LIME & CEMENT CO.	$	3,673.04
236551	04/13/2017	COLLECTION BUREAU OF FT.	$	3,645.14
236487	04/07/2017	ST. ANDREW BAY CENTER, IN	$	3,625.00
236764	04/21/2017	BAY COUNTY SHERIFF	$	3,498.00
236894	04/28/2017	ABOVE ALL CONST AND REMOD	$	3,350.00
236878	04/21/2017	XEROX CORPORATION	$	3,306.73
236674	04/21/2017	APEX FIRE SPRINKLERS, LLC	$	3,301.20
237108	04/28/2017	UNITED RENTALS	$	3,297.63
236616	04/13/2017	PACE ANALYTICAL SERVICES,	$	3,285.00
237021	04/28/2017	KEY ELECTRICAL SUPPLIES I	$	3,283.77
236564	04/13/2017	EKSTMAN, JR, HAROLD JAMES	$	3,267.50
236421	04/07/2017	FLACK & ASSOCIATES	$	3,250.00
236494	04/07/2017	TECO PEOPLES GAS	$	3,234.00
236392	04/07/2017	CHENEY LIME & CEMENT CO.	$	3,228.27
236788	04/21/2017	HIGGINS CONTRACTING, LLC	$	3,179.00
236672	04/21/2017	AMERIS BANK	$	3,100.00
236562	04/13/2017	DMS-BUREAU OF FINANCIAL M	$	3,096.24
236395	04/07/2017	CITY OF PANAMA CITY BEACH	$	3,090.00
236755	04/21/2017	FL DEPARTMENT OF HEALTH	$	3,000.00
236775	04/21/2017	GULF CO BOARD OF CO COMMI	$	3,000.00
236995	04/28/2017	GULF COAST ELECTRIC COOP.	$	2,971.44
236435	04/07/2017	HARRIS SECURITY SYSTEMS,	$	2,959.90
236519	04/13/2017	HY HOLDINGS INC	$	2,934.00
236523	04/13/2017	STANDARD INSURANCE COMPAN	$	2,932.60
236743	04/21/2017	DAVISON FUELS INC	$	2,894.93
237017	04/28/2017	JLM ADVANCED TECHNICAL SE	$	2,881.43
237091	04/28/2017	SYNOVIA SOLUTIONS LLC	$	2,855.70
236948	04/28/2017	CULLIGAN WATER SERVICES	$	2,839.80
236898	04/28/2017	ADECCO EMPLOYMENT SERVICE	$	2,836.95
236903	04/28/2017	AMERITECH ENTERPRISES LLC	$	2,820.45
237038	04/28/2017	MARSH USA INC	$	2,815.00
236787	04/21/2017	HD SUPPLY WHITE CAP CONST	$	2,779.80
T4413	04/28/2017	PREFERRED MATERIALS, INC	$	2,754.51
236403	04/07/2017	COQUI DISPOSAL SERVICES,	$	2,744.34
236937	04/28/2017	CITY OF PANAMA CITY BEACH	$	2,715.74

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237029	04/28/2017	LIFE MANAGEMENT CENTER	$	2,700.00
236822	04/21/2017	PANHANDLE RENTAL COMPANY	$	2,679.35
A004595	04/13/2017	PEBSCO PAYROLL PROCESSING	$	2,678.00
A004614	04/27/2017	PEBSCO PAYROLL PROCESSING	$	2,678.00
236757	04/21/2017	FLORIDA BLUE	$	2,643.20
T4393	04/21/2017	GE BETZ, INC.	$	2,642.85
236622	04/13/2017	RELIABLE COPY PRODUCTS, I	$	2,627.17
237028	04/28/2017	LEITZ OFFICE PRODUCTS, IN	$	2,556.35
236467	04/07/2017	OPERATION SPAY BAY, INC.	$	2,555.00
237053	04/28/2017	OPERATION SPAY BAY, INC.	$	2,545.00
236569	04/13/2017	FEDERAL EXPRESS CORPORATI	$	2,544.71
236461	04/07/2017	NEPTUNE FLOTATION LLC	$	2,539.00
236759	04/21/2017	FLORIDA BLUE	$	2,529.64
T4365	04/07/2017	AIRGAS USA, INC.	$	2,520.10
236383	04/07/2017	COLLIER, BRIAN Q	$	2,504.20
236478	04/07/2017	SECOND CHANCE OF NW FLORI	$	2,500.00
237058	04/28/2017	PATTERSON MEDICAL SUPPLY,	$	2,414.00
236851	04/21/2017	STREAMLINE TECHNOLOGIES,	$	2,400.00
236433	04/07/2017	CA FLORIDA HOLDINGS INC.	$	2,396.36
236377	04/07/2017	BEL-MAC ROOFING INC	$	2,369.00
236541	04/13/2017	BOWSTERN LLC	$	2,350.00
T4389	04/21/2017	AIRGAS USA, INC.	$	2,322.23
236760	04/21/2017	FLORIDA COMBINED LIFE INS	$	2,290.28
236425	04/07/2017	GLORIOUS CLEANING SERVICE	$	2,290.00
236866	04/21/2017	ON COMPUTER SERVICES, LLC	$	2,280.94
236495	04/07/2017	TEMPLE, INC.	$	2,251.45
236374	04/07/2017	BAY DEFENSE ALLIANCE	$	2,250.00
237002	04/28/2017	HERITAGE FUNERAL HOME	$	2,250.00
236546	04/13/2017	CINCH UNDERGROUND INC	$	2,200.00
237054	04/28/2017	OVERHEAD DOOR PRO SERVICE	$	2,175.00
236599	04/13/2017	LANIER MUNICIPAL SUPPLY C	$	2,125.00
236679	04/21/2017	AXIS FORENSIC TOXICOLOGY,	$	2,115.00
236553	04/13/2017	CREATIVE PRINTING OF BAY	$	2,103.00
236963	04/28/2017	DMS-BUREAU OF FINANCIAL M	$	2,086.70
236464	04/07/2017	ODYSSEY MANUFACTURING CO.	$	2,070.00
236637	04/13/2017	TECO PEOPLES GAS	$	2,035.68
T4415	04/28/2017	SOUTHERN TIRE MART LLC	$	2,035.38
236997	04/28/2017	GULF ICE SYSTEMS, INC.	$	2,012.68
236676	04/21/2017	ARGOS NORTH AMERICAN CORP	$	2,012.51
236612	04/13/2017	NOVA ENGINEERING AND ENVI	$	2,009.25
236508	04/07/2017	UNIVERSITY OF FLORIDA	$	2,000.00
E31176	04/27/2017	FLSDU	$	1,987.16
E32589	04/13/2017	FLSDU	$	1,987.16

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236791	04/21/2017	INDUSTRIAL CHEMICALS, INC	$	1,963.24
236468	04/07/2017	OVERDRIVE, INC	$	1,950.32
T4367	04/07/2017	CINTAS CORPORATION #646	$	1,931.10
T4391	04/21/2017	CINTAS CORPORATION #646	$	1,910.22
236798	04/21/2017	LEAF CAPITAL FUNDING	$	1,901.46
T4397	04/21/2017	SMITH INDUSTRIAL SERVICE	$	1,895.00
236805	04/21/2017	MARSH USA INC	$	1,885.00
236678	04/21/2017	AVID IDENTIFICATION SYSTE	$	1,856.25
T4395	04/21/2017	MACAWBER ENGINEERING, INC	$	1,852.91
236371	04/07/2017	AXIS FORENSIC TOXICOLOGY,	$	1,850.00
T4414	04/28/2017	SMITH INDUSTRIAL SERVICE	$	1,845.00
236426	04/07/2017	GS EQUIPMENT, INC.	$	1,841.04
236751	04/21/2017	DUKE ENERGY	$	1,835.56
236600	04/13/2017	LOOMIS, FARGO & CO.	$	1,835.22
236881	04/28/2017	AFLAC	$	1,834.57
236640	04/13/2017	THOMSON REUTERS-WEST PAYM	$	1,833.18
T4402	04/21/2017	TRANE U.S. INC.	$	1,830.38
236861	04/21/2017	THAT BOOT STORE	$	1,822.48
236388	04/07/2017	M & M PROPERTIES OF BAY C	$	1,817.48
236401	04/07/2017	COLE-PARMER INSTRUMENT CO	$	1,807.58
237065	04/28/2017	PRO-FLOORS PLUS LLC	$	1,800.00
236801	04/21/2017	LOCKARD & WILLIAMS INSURA	$	1,777.83
236763	04/21/2017	FLT GEOSYSTEMS	$	1,750.00
T4409	04/28/2017	JERRY PYBUS ELECTRIC, INC	$	1,723.76
236619	04/13/2017	PORTLAND LUMBER YARD	$	1,719.00
A004596	04/13/2017	VALIC	$	1,717.00
A004615	04/27/2017	VALIC	$	1,717.00
236638	04/13/2017	TEN-8 FIRE EQUIPMENT, INC	$	1,700.01
236887	04/28/2017	LIBERTY NATIONAL LIFE	$	1,686.51
236641	04/13/2017	THREADED FASTENERS, INC.	$	1,679.92
236366	04/07/2017	ALLON SERVICES LLC	$	1,640.00
236893	04/28/2017	A. PHELPS PETROLEUM OF NW	$	1,609.63
236722	04/21/2017	CITY OF LYNN HAVEN	$	1,608.05
237099	04/28/2017	TEN-8 FIRE EQUIPMENT, INC	$	1,604.92
236474	04/07/2017	RELIABLE COPY PRODUCTS, I	$	1,591.75
236636	04/13/2017	TECHNICAL DIAGNOSTIC SERV	$	1,568.99
237019	04/28/2017	KECKLER, DEIDRE	$	1,530.00
236639	04/13/2017	STEWART, ANN H	$	1,500.08
236442	04/07/2017	KENT FOREST LAWN FUNERAL	$	1,500.00
236919	04/28/2017	NORTHERN TOOL & EQUIPMENT	$	1,499.60
236585	04/13/2017	HD SUPPLY WHITE CAP CONST	$	1,486.88
236548	04/13/2017	CITY OF PANAMA CITY UTILI	$	1,447.16
236590	04/13/2017	KECKLER, DEIDRE	$	1,440.00

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236806	04/21/2017	MATHERS, CHRISTOPHER	$	1,440.00
236563	04/13/2017	DRUG FREE WORKPLACES, INC	$	1,406.00
236817	04/21/2017	NIMASHK PROPERTIES, LLC	$	1,400.00
T4376	04/07/2017	STEWART & STEVENSON LLC	$	1,384.47
236362	04/07/2017	ADAMS EQUIPMENT CO., INC.	$	1,379.50
236583	04/13/2017	GULF POWER COMPANY	$	1,377.49
236677	04/21/2017	AT&T	$	1,363.85
236457	04/07/2017	MAZUR ENTERPRISES, INC.	$	1,350.00
236629	04/13/2017	SOUTHERN RESCUE SYSTEMS,	$	1,346.70
236950	04/28/2017	D R HORTON INC	$	1,344.83
236556	04/13/2017	FOXSTER SOLUTIONS, INC	$	1,325.00
236662	04/21/2017	KIDD & COMPANY, INC	$	1,310.00
236380	04/07/2017	BOUND TREE MEDICAL, LLC	$	1,302.40
236836	04/21/2017	RESTORE PLUS LLC	$	1,300.00
236970	04/28/2017	FAIRPOINT COMMUNICATIONS	$	1,299.22
236507	04/07/2017	UNIVAR USA, INC.	$	1,296.00
236786	04/21/2017	HARRISON SALE MCCLOY	$	1,292.50
236466	04/07/2017	ONE BEAT CPR LEARNING CEN	$	1,255.00
236723	04/21/2017	CITY OF MEXICO BEACH	$	1,250.00
236547	04/13/2017	CITY OF PANAMA CITY BEACH	$	1,238.22
236379	04/07/2017	BOOMER AVIATION INC	$	1,230.00
236754	04/21/2017	FL ASSN OF COUNTIES TRUST	$	1,230.00
236841	04/21/2017	SAFETY PRODUCTS, INC.	$	1,226.50
236446	04/07/2017	LEAF	$	1,202.20
A004608	04/20/2017	MEXICO BEACH COMM DEV COU	$	1,200.21
236705	04/21/2017	BENNETT P.A., DERRICK	$	1,180.00
T4382	04/13/2017	CINTAS CORPORATION #646	$	1,177.04
236429	04/07/2017	GULF COAST SOFTBALL OFFIC	$	1,170.00
236842	04/21/2017	SAFETY ZONE SPECIALISTS,	$	1,165.20
236959	04/28/2017	DEWBERRY ENGINEERS INC	$	1,162.50
236441	04/07/2017	KEEFE & SONS ELECTRIC, IN	$	1,162.00
236808	04/21/2017	MCGINN, BILL	$	1,160.00
236485	04/07/2017	SOWELL TRACTOR COMPANY, I	$	1,155.84
236443	04/07/2017	KEY ELECTRICAL SUPPLIES I	$	1,153.90
236819	04/21/2017	OFFICE DEPOT, INC.	$	1,150.50
236447	04/07/2017	LEITZ OFFICE PRODUCTS, IN	$	1,142.54
236370	04/07/2017	AT&T	$	1,140.34
A004597	04/13/2017	ICMA RETIREMENT CORPORATI	$	1,137.86
A004616	04/27/2017	ICMA RETIREMENT CORPORATI	$	1,137.86
237103	04/28/2017	TOSHIBA AMERICA BUS. SOLU	$	1,136.05
236540	04/13/2017	BOUND TREE MEDICAL, LLC	$	1,134.10
236373	04/07/2017	BARTON DVM, RACHEL C	$	1,117.70
237051	04/28/2017	OFFICE DEPOT, INC.	$	1,114.39

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236902	04/28/2017	AMERIGAS - PANAMA CITY	$	1,102.14
T4404	04/21/2017	YESCO SCAFFOLDING LLC	$	1,100.00
T4418	04/28/2017	YESCO SCAFFOLDING LLC	$	1,100.00
236393	04/07/2017	CINCH UNDERGROUND INC	$	1,100.00
T4407	04/28/2017	CINTAS CORPORATION #646	$	1,071.53
236794	04/21/2017	JUNCO EMERGENCY PHYSICIAN	$	1,069.29
236384	04/07/2017	BROCK LAWN AND PEST CONTR	$	1,058.00
236394	04/07/2017	CITY OF LYNN HAVEN	$	1,050.82
237040	04/28/2017	MCCALL SOD FARM	$	1,040.00
236880	04/21/2017	ZOETIS HOLDINGS LLC	$	1,023.00
236974	04/28/2017	FLORIDA BLUE	$	1,022.77
236774	04/21/2017	GULF ATLANTIC CULVERT COM	$	1,020.34
T4411	04/28/2017	MENARDI, LLC	$	1,005.35
236826	04/21/2017	PITNEY BOWES PURCHASE POW	$	1,005.00
236610	04/13/2017	NORTH FLORIDA SAFETY COUN	$	1,000.00
237010	04/28/2017	INDUSTRIAL CHEMICALS, INC	$	999.02
237018	04/28/2017	KAY'S MCCONNELL PRINTING	$	997.15
236877	04/21/2017	WOW!	$	993.12
236385	04/07/2017	BRUSH STROKES PAINTING IN	$	990.00
236955	04/28/2017	DELPH JR., THURMAN	$	982.11
236597	04/13/2017	KONE, INC.	$	975.69
T4374	04/07/2017	SOUTHERN EARTH SCIENCES,	$	975.00
236906	04/28/2017	ARGOS NORTH AMERICAN CORP	$	962.25
236862	04/21/2017	THOMSON REUTERS-WEST PAYM	$	946.26
236470	04/07/2017	PENSACOLA RUBBER & GASKET	$	923.07
236688	04/21/2017	BAY MEDICAL SACRED HEART	$	917.37
236874	04/21/2017	WHITTAKER ELECTRIC INC	$	912.00
237005	04/28/2017	HOLLEY, INC.	$	911.94
236496	04/07/2017	TENNANT SALES AND SERVICE	$	911.60
236829	04/21/2017	PRESTIGE PAVERS, INC.	$	900.00
236973	04/28/2017	FIRST AMERICAN TITLE INSU	$	900.00
236402	04/07/2017	COMCAST CABLEVISION	$	896.59
236413	04/07/2017	EMERALD COAST GLASS PRODU	$	885.50
236568	04/13/2017	FASTENAL COMPANY	$	862.99
236909	04/28/2017	AXIS FORENSIC TOXICOLOGY,	$	860.00
236503	04/07/2017	UNDERWOOD, JOHN	$	850.00
236632	04/13/2017	SUNNY COMMUNICATIONS, INC	$	837.00
236528	04/13/2017	ACTION FIRE & SAFETY EQUI	$	834.00
236729	04/21/2017	CLYDE BERGEMANN POWER GRO	$	828.80
236853	04/21/2017	SUNSHINE STATE ONE CALL O	$	823.17
236482	04/07/2017	SIGHTLINE CREATIVE, INC.	$	800.00
237011	04/28/2017	INFINITE ENERGY	$	798.97
236609	04/13/2017	MOTION INDUSTRIES INC	$	784.30

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EIB1020	04/13/2017	MASS MUTUAL	$	780.00
EIB1161	04/27/2017	MASS MUTUAL	$	780.00
236949	04/28/2017	CYBER SYTES, INC.	$	780.00
T4386	04/13/2017	SOUTHERN TIRE MART LLC	$	771.40
237077	04/28/2017	SIGHTLINE CREATIVE, INC.	$	758.00
236436	04/07/2017	HERITAGE FUNERAL HOME	$	750.00
236802	04/21/2017	MACHRISTE, INC	$	750.00
237020	04/28/2017	KENT FOREST LAWN FUNERAL	$	750.00
236990	04/28/2017	GRAINGER	$	747.50
236586	04/13/2017	HOLLEY, INC.	$	746.96
237024	04/28/2017	CLERK OF CIRCUIT COURT	$	746.55
236592	04/13/2017	CLERK OF CIRCUIT COURT	$	746.41
236486	04/07/2017	SPRINT	$	730.94
236628	04/13/2017	SOUTHERN CLEANING SUPPLY	$	723.75
236703	04/21/2017	BAY RADIOLOGY WOMENS IMAG	$	715.00
T4379	04/07/2017	UNITED LIGHTING & SUPPLY	$	714.10
236400	04/07/2017	COASTAL EMERGENCY RESTORA	$	713.74
236863	04/21/2017	THREADED FASTENERS, INC.	$	709.95
236857	04/21/2017	TECO PEOPLES GAS	$	705.06
237044	04/28/2017	MOTION INDUSTRIES INC	$	700.33
236450	04/07/2017	MEER, KENNETH L.	$	700.00
T4380	04/13/2017	AIRGAS USA, INC.	$	696.38
236789	04/21/2017	IBS OF TALLAHASSEE	$	693.13
236550	04/13/2017	CLEARSTAR, INC.	$	687.35
236713	04/21/2017	C.W. ROBERTS CONTRACTING,	$	677.96
236456	04/07/2017	MAZUR ENTERPRISES, INC.	$	675.00
237104	04/28/2017	UNITED HEALTHCARE INSURAN	$	665.60
236772	04/21/2017	GSC SYSTEMS, INC.	$	650.00
236520	04/13/2017	KENTUCKY CHILD SUPPORT EN	$	641.12
236886	04/28/2017	KENTUCKY CHILD SUPPORT EN	$	641.12
236593	04/13/2017	CLERK OF CIRCUIT COURT	$	634.20
236728	04/21/2017	CLEAN FLOORS ENTERPRISES	$	631.20
236651	04/13/2017	WORLD FIBER TECHNOLOGIES,	$	630.00
236799	04/21/2017	LEE, BILL	$	630.00
236785	04/21/2017	HBM INC.	$	629.18
236588	04/13/2017	INFINITE ENERGY	$	627.72
236596	04/13/2017	CLERK OF CIRCUIT COURT	$	620.04
236437	04/07/2017	IBS OF TALLAHASSEE	$	612.70
T4403	04/21/2017	UNITED LIGHTING & SUPPLY	$	600.39
236552	04/13/2017	COQUI DISPOSAL SERVICES,	$	599.86
237031	04/28/2017	MAD HATTER TOTAL CAR CARE	$	598.10
237071	04/28/2017	ROTO-ROOTER PLUMBERS	$	570.00
236418	04/07/2017	FISHER SCIENTIFIC COMPANY	$	565.14

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236458	04/07/2017	MCCALL SOD FARM	$	560.00
236975	04/28/2017	FORD, CONSSANDRA GAIL	$	560.00
236766	04/21/2017	GALE/CENGAGE LEARNING	$	552.00
236479	04/07/2017	SHARP ELECTRONICS CORPORA	$	549.47
236626	04/13/2017	SMITH, JOSEPH B	$	531.00
236368	04/07/2017	FOSTER LABS LLC	$	530.00
236557	04/13/2017	WATERCO OF THE CENTRAL ST	$	529.70
236424	04/07/2017	GALLS, LLC	$	522.14
236618	04/13/2017	PORTER, WAYNE	$	517.87
236854	04/21/2017	SWAGIT PRODUCTIONS, LLC	$	495.00
236968	04/28/2017	EMERALD COAST ANSWERPHONE	$	494.45
236809	04/21/2017	MEDTECH FORENSICS, INC.	$	488.00
236398	04/07/2017	CLEAN FLOORS ENTERPRISES	$	481.50
236835	04/21/2017	RELX INC DBA LEXISNEXIS	$	479.98
236761	04/21/2017	FLORIDA HOSE & RUBBER, LL	$	473.44
236465	04/07/2017	OFFICE DEPOT, INC.	$	472.31
236736	04/21/2017	CROWN HEALTH CARE LAUNDRY	$	467.30
236620	04/13/2017	PREMIER BIOTECH, INC	$	465.87
236952	04/28/2017	DAVIS OIL CO., INC	$	461.90
236821	04/21/2017	PANAMA CITY INPT SRVCS, L	$	459.78
236858	04/21/2017	TEK DISTRIBUTORS, INC.	$	453.54
236630	04/13/2017	SUGGS, TIMOTHY	$	452.78
236648	04/13/2017	WELLS FARGO FINANCIAL, IN	$	451.52
236390	04/07/2017	CENTER POINT LARGE PRINT	$	449.37
236361	04/07/2017	ACTION FIRE & SAFETY EQUI	$	448.50
236668	04/21/2017	ADECCO EMPLOYMENT SERVICE	$	445.78
236943	04/28/2017	COVINGTON HEAVY DUTY PART	$	443.86
236617	04/13/2017	PENN VETERINARY SUPPLY, I	$	437.84
236875	04/21/2017	WIN-TECH INC	$	436.00
236847	04/21/2017	SIGNWORKS OF PANAMA CITY,	$	435.00
236560	04/13/2017	DAVIS OIL CO., INC	$	427.63
236422	04/07/2017	FLORIDA HOSE & RUBBER, LL	$	417.29
236732	04/21/2017	COMCAST CABLEVISION	$	414.59
236670	04/21/2017	ALERE TOXICOLOGY SERVICES	$	412.20
236396	04/07/2017	CITY OF PANAMA CITY UTILI	$	408.24
236845	04/21/2017	SHARP ELECTRONICS CORPORA	$	403.60
236594	04/13/2017	CLERK OF CIRCUIT COURT	$	395.40
236518	04/13/2017	HART, LEIGH D - ESQUIRE	$	390.00
236885	04/28/2017	HART, LEIGH D - ESQUIRE	$	390.00
236825	04/21/2017	PITNEY BOWES GLOBAL FINAN	$	390.00
236762	04/21/2017	FLORIDA PUBLIC UTILITIES	$	389.00
237120	04/28/2017	BAY COUNTY SHERIFF	$	380.01
236645	04/13/2017	TUNNELL, GUY	$	379.31

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T4371	04/07/2017	MSC INDUSTRIAL SUPPLY CO.	$	375.00
236812	04/21/2017	MINNICK, MARY L	$	375.00
236838	04/21/2017	ROSEN PUBLISHING	$	372.67
236844	04/21/2017	SEAGO FIRE PROTECTION, LL	$	369.50
236514	04/07/2017	XEROX CORPORATION	$	362.85
236614	04/13/2017	OFFICE DEPOT, INC.	$	362.08
236945	04/28/2017	CRITTER CARE LLC	$	350.60
T4368	04/07/2017	JERRY PYBUS ELECTRIC, INC	$	350.00
236387	04/07/2017	CAROLINA SOFTWARE	$	350.00
T4370	04/07/2017	MENARDI, LLC	$	347.72
236606	04/13/2017	MEDIACOM	$	345.44
236738	04/21/2017	CULLIGAN WATER SERVICES	$	345.00
236816	04/21/2017	NATIONAL MEDICAL SERVICES	$	345.00
237086	04/28/2017	SOUTHERN SUPPLY & SAFETY	$	340.05
237118	04/28/2017	FLORIDA HANDLING SYSTEMS	$	340.00
236476	04/07/2017	ROTO-ROOTER PLUMBERS	$	339.00
236769	04/21/2017	GRAINGER	$	338.85
236584	04/13/2017	HARRELL, CHAD	$	336.00
236709	04/21/2017	BROCK LAWN AND PEST CONTR	$	336.00
236811	04/21/2017	MICROMARKETING LLC	$	331.93
237066	04/28/2017	RECORDED BOOKS INC.	$	327.30
236533	04/13/2017	AT&T	$	325.89
236869	04/21/2017	UPTON REFRIGERATION SALES	$	325.00
236649	04/13/2017	WHITE'S WRECKER SERVICE,	$	320.00
236664	04/21/2017	AAMER KHAN, MD, LLC	$	312.94
236452	04/07/2017	MAD HATTER TOTAL CAR CARE	$	311.20
237061	04/28/2017	PIPING & EQUIPMENT, INC.	$	306.54
236843	04/21/2017	SCHOLASTIC LIBRARY PUBLIS	$	304.85
236360	04/07/2017	SMITH REFRIGERATION, INC	$	303.00
236404	04/07/2017	CPH, INC.	$	300.00
236577	04/13/2017	GALE/CENGAGE LEARNING	$	298.13
236747	04/21/2017	DELTA PUBLISHING COMPANY	$	290.24
236451	04/07/2017	LRB POOL MASTERS, LLC	$	290.00
T4408	04/28/2017	GE BETZ, INC.	$	289.43
236607	04/13/2017	MIDWEST TAPE	$	287.66
236502	04/07/2017	ULINE	$	283.77
236601	04/13/2017	MAD HATTER TOTAL CAR CARE	$	282.20
236737	04/21/2017	WATERCO OF THE CENTRAL ST	$	278.71
236850	04/21/2017	SPRINT	$	276.69
236852	04/21/2017	SUMMIT MOVERS INC	$	275.00
237043	04/28/2017	MIDWEST TAPE	$	270.87
236926	04/28/2017	CANON FINANCIAL SVCS, INC	$	270.51
236730	04/21/2017	COASTAL COMMUNICATIONS	$	270.00

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236427	04/07/2017	GULF COAST ELECTRIC COOP.	$	269.43
236896	04/28/2017	CONDUENT ENTERPRISE SOLUT	$	265.64
236661	04/21/2017	3M COMPANY	$	265.29
236509	04/07/2017	VERIZON WIRELESS	$	263.28
236981	04/28/2017	GALLS, LLC	$	263.17
236905	04/28/2017	FOSTER LABS LLC	$	260.00
236524	04/13/2017	TENNESSEE CHILD SUPPORT	$	258.00
236889	04/28/2017	TENNESSEE CHILD SUPPORT	$	258.00
236796	04/21/2017	CLERK OF CIRCUIT COURT	$	254.94
236753	04/21/2017	ENVIROMED OF BAY COUNTY,	$	252.00
236927	04/28/2017	CDW GOVERNMENT, INC.	$	251.33
236462	04/07/2017	NW FLORIDA WATER MANAGEME	$	250.00
236961	04/28/2017	DINGUS, JONATHAN W.	$	250.00
T4406	04/28/2017	AIRGAS USA, INC.	$	249.22
237064	04/28/2017	PRESTIGE HEALTH CHOICE	$	247.70
236987	04/28/2017	GLENN WILLIAMS HOMES INC.	$	245.02
236922	04/28/2017	BROCK LAWN AND PEST CONTR	$	245.00
236469	04/07/2017	PARKWAY STORAGE INC.	$	244.00
236770	04/21/2017	GRIFFITTS JR, PHILIP	$	239.86
236673	04/21/2017	ANDERSON COLUMBIA-FAPCO D	$	231.20
236407	04/07/2017	CROWN HEALTH CARE LAUNDRY	$	230.90
236555	04/13/2017	CROWN HEALTH CARE LAUNDRY	$	230.90
237093	04/28/2017	TAILING LOOPS, INC	$	228.11
236924	04/28/2017	BUICE, DAVID	$	225.00
236940	04/28/2017	COLOR PRESS PRINT INC	$	224.30
236453	04/07/2017	MAINSTREET PROPERTY SERVI	$	220.00
236864	04/21/2017	TOSHIBA AMERICA BUS. SOLU	$	217.30
237039	04/28/2017	MAX GROUP MANAGEMENT CORP	$	215.02
236871	04/21/2017	VISION SERVICE PLAN INSUR	$	211.15
236515	04/13/2017	CLERK OF COURT-ANDERSON C	$	210.00
236883	04/28/2017	CLERK OF COURT-ANDERSON C	$	210.00
236642	04/13/2017	TOCHTERMAN, MARC A	$	210.00
236543	04/13/2017	CDW GOVERNMENT, INC.	$	208.98
T4394	04/21/2017	JERRY PYBUS ELECTRIC, INC	$	207.30
236803	04/21/2017	MAD HATTER TOTAL CAR CARE	$	204.60
236783	04/21/2017	HARNS, JANET	$	202.23
236527	04/13/2017	ACCURATE BACKGROUND CHECK	$	200.00
236724	04/21/2017	CITY OF PANAMA CITY BEACH	$	199.64
236915	04/28/2017	PCB PELICAN CORP	$	199.50
236832	04/21/2017	QUALITY GATES AND OPENERS	$	197.98
236767	04/21/2017	GALLS, LLC	$	197.87
237009	04/28/2017	IBS OF TALLAHASSEE	$	196.54
236907	04/28/2017	AT&T	$	193.80

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236916	04/28/2017	BCB CONSTRUCTION LLC	$	188.27
236716	04/21/2017	CARROLL, ROBERT	$	185.86
236750	04/21/2017	DOZIER, WILLIAM T.	$	185.86
236565	04/13/2017	EMERALD COAST ANSWERPHONE	$	185.75
237023	04/28/2017	KING, NATALIE	$	181.07
236595	04/13/2017	CLERK OF CIRCUIT COURT	$	180.91
237117	04/28/2017	DOMICO, JASON	$	179.02
236834	04/21/2017	RECORDED BOOKS INC.	$	174.81
236475	04/07/2017	RODIA, SAMANTHA	$	174.69
236946	04/28/2017	CULBRETH, SANDRA	$	174.42
236734	04/21/2017	CONRAD, PATRICIA	$	173.34
237004	04/28/2017	HOBBS, LAMAR	$	172.50
E041017	04/10/2017	FIRST DATA GLOBAL LEASING	$	172.16
236727	04/21/2017	CITY OF PORT ST. JOE	$	168.35
236991	04/28/2017	GRAYBAR	$	168.01
236525	04/13/2017	US DEPT OF EDUCATION	$	167.70
236891	04/28/2017	US DEPT OF EDUCATION	$	167.70
236717	04/21/2017	CATHEDRAL PEAK EMERG PHYS	$	167.50
236605	04/13/2017	MATTHEW BENDER & COMPANY	$	167.22
236423	04/07/2017	GALE/CENGAGE LEARNING	$	163.85
237085	04/28/2017	SOUTHERN CLEANING SUPPLY	$	163.74
236406	04/07/2017	CRI TECHNOLOGY SOLUTIONS,	$	163.39
237113	04/28/2017	WINSETT JR, PAUL	$	162.62
236537	04/13/2017	BAY PEST CONTROL, INC.	$	160.78
236890	04/28/2017	UNITED WAY OF NORTHWEST F	$	160.36
236960	04/28/2017	DEXTER, MARC	$	160.00
236986	04/28/2017	GIBBS JR, RICHARD L.	$	160.00
236989	04/28/2017	GOODWIN, JOHN F	$	160.00
237041	04/28/2017	METCALF, DAVID	$	160.00
236932	04/28/2017	CHARLOTTE COUNTY BOCC	$	155.04
236744	04/21/2017	DAYSTAR CLEANING, INC.	$	153.49
237059	04/28/2017	PAUL SIMS CONSTRUCTION	$	151.94
236719	04/21/2017	CITY OF CALLAWAY	$	151.64
236748	04/21/2017	DEMCO, INC.	$	151.57
236689	04/21/2017	BAY PEST CONTROL, INC.	$	150.00
236745	04/21/2017	DEADY P.A., ERIN L.	$	150.00
236966	04/28/2017	EDDINS, BRIAN	$	150.00
237112	04/28/2017	WELLS FARGO VENDOR FIN SE	$	149.92
236408	04/07/2017	WATERCO OF THE CENTRAL ST	$	146.50
236941	04/28/2017	COOLEY, ALICE BARFIELD	$	145.70
236671	04/21/2017	ALLON SERVICES LLC	$	145.00
237007	04/28/2017	HOSS DRILLING INC	$	144.67
236962	04/28/2017	DISABILITY RESOURCE CENTE	$	144.22

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237121	04/28/2017	MORGAN, JENNIFER	$	140.50
236972	04/28/2017	FIQUETT, JAMIE	$	139.85
236837	04/21/2017	ROADRUNNER PHARMACY, INC.	$	137.95
236534	04/13/2017	PCB PELICAN CORP	$	136.90
237057	04/28/2017	PARKS, CHARLOTTE	$	135.78
237106	04/28/2017	UNITED HEALTHCARE INSURAN	$	135.71
236559	04/13/2017	DAVIS EXTERMINATORS, INC.	$	135.00
236882	04/28/2017	AMERICAN HERITAGE LIFE IN	$	133.77
236865	04/21/2017	ULINE	$	132.00
236965	04/28/2017	ECKMAN, YANG JA	$	131.51
236459	04/07/2017	MICROMARKETING LLC	$	131.19
236768	04/21/2017	GARETH STEVENS PUBLISHING	$	130.47
236839	04/21/2017	ROTO-ROOTER PLUMBERS	$	129.85
237089	04/28/2017	STADELMAN, KARINA	$	127.59
236522	04/13/2017	ROLFE & LOBELLO, P.A.	$	125.00
236888	04/28/2017	ROLFE & LOBELLO, P.A.	$	125.00
236790	04/21/2017	ICMA RETIREMENT CORPORATI	$	125.00
237101	04/28/2017	THAT BOOT STORE	$	125.00
237105	04/28/2017	UNITED HEALTHCARE INSURAN	$	124.21
236831	04/21/2017	PROFESSIONAL COURT REPORT	$	120.00
236573	04/13/2017	FLORIDA HOSE & RUBBER, LL	$	115.50
236914	04/28/2017	BAY COUNTY AWARDS & ENGRA	$	114.00
236752	04/21/2017	ENVELOC, INC.	$	112.50
236545	04/13/2017	CHERI, DIANE MICHELLE	$	112.00
236567	04/13/2017	FAIRCLOTH, CHRISTOPHER O.	$	112.00
236652	04/13/2017	YOUNG, ALEX R	$	112.00
237102	04/28/2017	THREADED FASTENERS, INC.	$	111.80
237092	04/28/2017	SYSTEM SERVICE & ENGINEER	$	111.56
236721	04/21/2017	CITY OF LYNN HAVEN	$	111.03
236800	04/21/2017	LEXISNEXIS RISK SOLUTIONS	$	110.64
237069	04/28/2017	RILEY III, MICHAEL	$	110.46
236917	04/28/2017	BCBS OF GEORGIA	$	109.90
236399	04/07/2017	CLYDE BERGEMANN POWER GRO	$	109.41
236913	04/28/2017	BAY AUTO & TRUCK REPAIR	$	109.37
236814	04/21/2017	MULLER, JAMES	$	106.50
237100	04/28/2017	TESSCO, INC.	$	105.59
236682	04/21/2017	THE BAY COUNTY BAR ASSOCI	$	105.00
236665	04/21/2017	ACTION FIRE & SAFETY EQUI	$	103.50
237063	04/28/2017	POWELL, ZACHARY	$	101.13
236895	04/28/2017	ACA ENTERPRISES	$	101.07
236455	04/07/2017	MAYFIELD, JOSHUA	$	100.00
236611	04/13/2017	NW FLORIDA WATER MANAGEME	$	100.00
236611	04/18/2017	NW FLORIDA WATER MANAGEME	$	(100.00)

BAY COUNTY BOARD OF COMMISSIONERS
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236818	04/21/2017	NW FLORIDA WATER MANAGEME	$	100.00
237025	04/28/2017	LAFRANCE, GERALD	$	99.92
237035	04/28/2017	MANN, J.L.	$	99.09
236942	04/28/2017	COQUI DISPOSAL SERVICES,	$	98.24
237008	04/28/2017	HUGHES, M.K.	$	97.93
236911	04/28/2017	BALL, ROGER	$	96.52
237034	04/28/2017	MAJORS, G.J.	$	96.19
236576	04/13/2017	GAGNON, TERRY L	$	91.00
236675	04/21/2017	FOSTER LABS LLC	$	90.00
236951	04/28/2017	DANDIS, JUDY	$	89.49
236666	04/21/2017	ADAMSON, STACEY	$	88.50
236735	04/21/2017	COOPER, AMY L.	$	88.50
236633	04/13/2017	SUPREME ENERGY INC.	$	87.22
236967	04/28/2017	EDENFIELD, RUNELL	$	86.84
237000	04/28/2017	HARPER, HENRY	$	84.90
237016	04/28/2017	JACKSON, BILLIE	$	84.80
236549	04/13/2017	CLACKLER, HUNTER A	$	83.57
236415	04/07/2017	FEDERAL EXPRESS	$	81.60
236382	04/07/2017	BOZEMAN, EDDIE	$	81.25
236984	04/28/2017	GAYLORD BROS., INC.	$	80.68
237098	04/28/2017	TECO PEOPLES GAS	$	80.28
236879	04/21/2017	YP	$	80.00
236386	04/07/2017	CANON SOLUTIONS AMERICA,	$	79.16
236710	04/21/2017	BROCKMAN, NANCY	$	77.04
237056	04/28/2017	PARKER, ANGELINA	$	76.95
236910	04/28/2017	B&C TECHNOLOGIES	$	76.76
236432	04/07/2017	HACH COMPANY	$	76.59
236933	04/28/2017	CHEN, JESSICA PAN	$	75.41
236412	04/07/2017	EGGLESTON, ANTHONY	$	75.00
236935	04/28/2017	CHESHIRE, CAROL	$	75.00
237048	04/28/2017	NI GOVERNMENT SERVICES IN	$	73.73
237076	04/28/2017	SHANHOLTZER, CHARLES	$	73.65
236824	04/21/2017	PIPING & EQUIPMENT, INC.	$	73.16
236931	04/28/2017	CHANG, KOLIE	$	72.57
236598	04/13/2017	LANGUAGE LINE SERVICES, I	$	72.31
236428	04/07/2017	GULF COAST MEDICAL CENTER	$	72.00
236490	04/07/2017	STUART C. IRBY COMPANY	$	70.77
237107	04/28/2017	UNITED PARCEL SERVICE	$	70.18
236684	04/21/2017	BAY COUNTY LAW LIBRARY	$	70.00
236434	04/07/2017	HBM INC.	$	69.85
237082	04/28/2017	SMITH, ELIZABETH	$	69.17
236526	04/13/2017	AAA COOPER TRANSPORTATION	$	68.70
236663	04/21/2017	AAA COOPER TRANSPORTATION	$	68.70

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237060	04/28/2017	PETERMANN, MICHAEL	$	68.13
237049	04/28/2017	NOECKER, BRITTNI	$	67.61
236397	04/07/2017	CITY OF WEWAHITCHKA	$	67.09
236497	04/07/2017	THREADED FASTENERS, INC.	$	66.98
236538	04/13/2017	BEACH MOWER INC	$	66.45
236481	04/07/2017	SHRED-IT US JV LLC	$	65.64
237074	04/28/2017	RUBBER & SPECIALTIES, INC	$	64.18
236416	04/07/2017	FEDERAL EXPRESS CORPORATI	$	60.49
236489	04/07/2017	STATE OF FLORIDA	$	60.00
237073	04/28/2017	RSO SERVICES	$	60.00
T4385	04/13/2017	SONITROL OF TALLAHASSEE,	$	59.00
236930	04/28/2017	CHALLENDER, TIFFANY	$	58.18
236733	04/21/2017	COMPBENEFITS	$	56.50
237068	04/28/2017	RENE, PEREZ	$	56.01
236631	04/13/2017	SUNCOAST AQUARIUMS	$	55.00
236693	04/21/2017	BAY RADIOLOGY WOMENS IMAG	$	55.00
236994	04/28/2017	GRIFFIN, SUSAN	$	54.00
237119	04/28/2017	FLORIDA HOSE & RUBBER, LL	$	53.24
236983	04/28/2017	GAUTHIER, PIERRE-LUC	$	53.11
236491	04/07/2017	SUPERIOR PROPANE GAS COMP	$	51.36
236650	04/13/2017	WILLIAMS, DOUGLAS	$	50.82
236771	04/21/2017	GRINDLE, KAREN	$	50.29
236578	04/13/2017	GEORGIA PETROLEUM, INC	$	50.00
236985	04/28/2017	GEORGIA PETROLEUM, INC	$	50.00
237111	04/28/2017	WALKOBIAK, LINDA	$	50.00
237022	04/28/2017	KIDD, NICHOLE	$	49.33
236359	04/07/2017	CINCINNATI LIFE INSURANCE	$	48.62
236884	04/28/2017	CINCINNATI LIFE INSURANCE	$	48.62
237036	04/28/2017	MARCHISIN, ANDREW	$	47.23
236939	04/28/2017	CLAYTON, JUSTIN	$	46.93
236956	04/28/2017	DELTA PUBLISHING COMPANY	$	46.70
236859	04/21/2017	TERMINIX	$	46.00
236511	04/07/2017	WHITE'S WRECKER SERVICE,	$	45.00
236936	04/28/2017	CIRONE, HUMBERTO	$	44.69
237081	04/28/2017	SMITH, ANTHONY	$	44.29
236691	04/21/2017	BAY RADIOLOGY WOMENS IMAG	$	43.88
236692	04/21/2017	BAY RADIOLOGY WOMENS IMAG	$	43.88
237062	04/28/2017	POHL, NICHOLAS	$	43.14
236505	04/07/2017	UNITED RENTALS	$	43.00
236867	04/21/2017	UNITED PARCEL SERVICE	$	42.04
236860	04/21/2017	INSIGHT SERVICES, INC	$	40.00
237083	04/28/2017	SMITH, WILL	$	39.96
236978	04/28/2017	FOREHAND, DOUGLAS	$	39.87

BAY COUNTY BOARD OF COMMISSIONERS
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236624	04/13/2017	RUPERT'S CLEANERS, INC.	$	39.00
237110	04/28/2017	VERIZON WIRELESS	$	38.82
236873	04/21/2017	WHITLEY, JOANNE	$	38.52
236925	04/28/2017	CALES, RENEE	$	37.55
236539	04/13/2017	BLACKSTONE AUDIO, INC	$	36.99
236918	04/28/2017	BLACKSTONE AUDIO, INC	$	36.99
236712	04/21/2017	BUSH, MARCIA	$	36.92
236944	04/28/2017	CRISPEN, RANIA	$	36.06
236778	04/21/2017	GULF COAST PEST CONTROL,	$	36.00
237084	04/28/2017	SOLOMON, COURTNEY	$	35.04
236627	04/13/2017	SMITHERMAN, DAVID	$	35.00
236706	04/21/2017	BERNHARDT, ROBERTA	$	35.00
236714	04/21/2017	CAPPOCK, MARK	$	35.00
236740	04/21/2017	DANIELS, FRANK W	$	35.00
236742	04/21/2017	DAVIS, JUDITH	$	35.00
236765	04/21/2017	FOX, LINDA	$	35.00
236784	04/21/2017	HARRELL, STEPHEN	$	35.00
236823	04/21/2017	PASTORE, KATHERINE	$	35.00
236848	04/21/2017	SMITH, TRACY	$	35.00
236923	04/28/2017	BROCK, MARY	$	35.00
237078	04/28/2017	SIMS, JOY	$	35.00
237079	04/28/2017	SIMS, ROCKY	$	35.00
236969	04/28/2017	EVRARD, MARIE	$	34.00
236904	04/28/2017	ANYTIME STORAGE	$	33.66
236947	04/28/2017	WATERCO OF THE CENTRAL ST	$	29.95
237095	04/28/2017	TATE, JULIEA	$	28.68
236376	04/07/2017	BEATSON, KATHERINE M	$	28.39
236378	04/07/2017	BLACKSTONE AUDIO, INC	$	27.96
237037	04/28/2017	MARCUM, KATHERINE	$	27.92
237072	04/28/2017	ROYAL AMERICAN	$	27.85
237045	04/28/2017	MOUNT, CHRISTY	$	27.51
236980	04/28/2017	GALE/CENGAGE LEARNING	$	27.19
236908	04/28/2017	ATLANTA WEST CARPET INC	$	25.23
236484	04/07/2017	SMITH, ATHINA	$	25.00
236921	04/28/2017	BOWERS, STACEY	$	25.00
237015	04/28/2017	JACKSON THOMAS A	$	25.00
236582	04/13/2017	GULF COAST MEDICAL CENTER	$	24.00
236996	04/28/2017	GULF COAST MEDICAL CENTER	$	24.00
236971	04/28/2017	FEDERAL EXPRESS	$	23.68
236912	04/28/2017	BARRY'S BATTERY WAREHOUSE	$	23.55
237080	04/28/2017	SLOCUM, RONALD	$	22.97
237026	04/28/2017	LANG, BRUCE	$	21.98
236929	04/28/2017	CENTER POINT LARGE PRINT	$	21.57

BAY COUNTY BOARD OF COMMISSIONERS
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236815	04/21/2017	NATIONAL INSURANCE SERVIC	$	20.44
237070	04/28/2017	ROBBINS, BETTY	$	18.13
236699	04/21/2017	BAY RADIOLOGY WOMENS IMAG	$	16.20
236820	04/21/2017	PACER SERVICE CENTER	$	16.10
236449	04/07/2017	LIBERTY COUNTY WATER & GA	$	16.00
236448	04/07/2017	LEROY COLLINS LEON COUNTY	$	14.95
T4417	04/28/2017	UNITED LIGHTING & SUPPLY	$	14.40
237097	04/28/2017	TAYLOR, DEVIN	$	12.73
237087	04/28/2017	SPRINT	$	12.62
237006	04/28/2017	HOPE, DANIEL	$	12.08
236504	04/07/2017	UNITED PARCEL SERVICE	$	11.98
236409	04/07/2017	DAVIESS COUNTY PUBLIC LIB	$	11.95
236696	04/21/2017	BAY RADIOLOGY WOMENS IMAG	$	11.46
236690	04/21/2017	BAY RADIOLOGY WOMENS IMAG	$	11.12
237027	04/28/2017	LEE, DONNA	$	10.90
236591	04/13/2017	CLERK OF CIRCUIT COURT	$	10.00
237001	04/28/2017	HEIKOWSKY, BREA	$	10.00
236694	04/21/2017	BAY RADIOLOGY WOMENS IMAG	$	9.68
236697	04/21/2017	BAY RADIOLOGY WOMENS IMAG	$	9.68
236700	04/21/2017	BAY RADIOLOGY WOMENS IMAG	$	9.68
236701	04/21/2017	BAY RADIOLOGY WOMENS IMAG	$	9.68
236695	04/21/2017	BAY RADIOLOGY WOMENS IMAG	$	9.34
236702	04/21/2017	BAY RADIOLOGY WOMENS IMAG	$	9.34
236698	04/21/2017	BAY RADIOLOGY WOMENS IMAG	$	8.98
237047	04/28/2017	MYRKLE, DAN	$	8.93
236646	04/13/2017	VERIZON WIRELESS	$	5.29
237030	04/28/2017	LIVINGSTON, MARK	$	4.99
236992	04/28/2017	GREENBUSH, LEANNA	$	3.65
236532	04/13/2017	AMERICAN MESSAGING	$	3.01
236647	04/13/2017	WAGEWORKS INC	$	3.00
236897	04/28/2017	ADAMS, TIMOTHY	$	2.36
236203	03/30/2017	CLAYTON, JUSTIN	$	(46.93)
228351	05/06/2016	MARCHISIN, ANDREW	$	(47.23)
234593	01/20/2017	CINCINNATI LIFE INSURANCE	$	(48.62)
234921	02/03/2017	LOCKARD & WILLIAMS INSURA	$	(435.47)
235242	02/17/2017	DUKE ENERGY	$	(914.08)
234723	01/27/2017	J.V. GANDER DISTRIBUTORS	$	(13,355.69)
		TOTAL BOARD OF COMMISSIONERS	**$**	**15,830,359.33**

PANAMA CITY BEACH CONVENTION
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PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU
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18519	4/27/2017	Facebook, Inc.	$	147,400.58
18545	4/27/2017	DCR Productions, Inc.	$	135,000.00
18449	4/13/2017	Pinfish Media, LLC	$	96,750.00
18494	4/20/2017	Panama City Beach Parks & Re	$	89,176.94
18483	4/20/2017	Garden & Gun Magazine LLC	$	78,160.00
18552	4/27/2017	Scout Tours, Inc.	$	72,500.00
DAJ000003712	4/27/2017	Paychex	$	46,430.49
18528	4/27/2017	R & M Entertainment, LLC	$	45,950.96
18544	4/27/2017	CC Touring	$	37,500.00
18493	4/20/2017	NCC	$	37,230.00
DAJ000003676	4/13/2017	Paychex	$	33,588.18
18532	4/27/2017	Southern Sound and Lighting,	$	32,500.00
18511	4/20/2017	YuMe Inc.	$	32,159.23
DAJ000003689	4/13/2017	Paychex	$	32,127.02
18478	4/20/2017	Comcast Spotlight	$	31,709.25
18490	4/20/2017	Katz Radio Group Network	$	29,336.05
18487	4/20/2017	iHeartMedia	$	28,838.40
18432	4/13/2017	Anchor CEI, Inc.	$	26,774.76
18454	4/13/2017	Thunder Beach Productions	$	25,000.00
18458	4/13/2017	Panama City Beach Chamber of	$	25,000.00
18497	4/20/2017	Seabreeze Jazz Festival	$	25,000.00
18513	4/20/2017	United States Postal Service	$	25,000.00
18510	4/20/2017	Yahoo, Inc.	$	21,846.86
18438	4/13/2017	Careco Multimedia Entertainm	$	21,016.65
18447	4/13/2017	JBJ Productions, Inc.	$	20,167.50
18549	4/27/2017	High Vaultage, Inc.	$	20,000.00
18477	4/20/2017	Brand Networks, LLC	$	16,864.84
18441	4/13/2017	Emerald Coast Cruizin, LLC	$	15,930.39
18436	4/13/2017	Florida Blue	$	15,078.94
18496	4/20/2017	Pyro Shows, Inc.	$	15,000.00
18551	4/27/2017	PATACHAD, INC.	$	15,000.00
18555	4/27/2017	Travelin' Man Production	$	15,000.00
18507	4/20/2017	Viant US, LLC	$	14,147.10
18489	4/20/2017	Inntopia-Sterling Valley Sys	$	12,358.12
18437	4/13/2017	Careco Multimedia Entertainm	$	12,145.00
18488	4/20/2017	IHeartMeda	$	12,000.00
18445	4/13/2017	Harrison, Sale, McCloy	$	9,450.00
18502	4/20/2017	Total Traffic and Weather	$	9,225.90

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18409	4/6/2017	Lisa Armbruster	$	9,150.75
18495	4/20/2017	Pandora Media, Inc.	$	9,110.16
18503	4/20/2017	TripAdvisor, LLC	$	8,714.56
18500	4/20/2017	Spectrum Reach	$	8,218.70
18520	4/27/2017	iHeartMedia	$	7,895.10
18415	4/6/2017	R & M Entertainment, LLC	$	7,789.06
18539	4/27/2017	Maximum Bands Entertainment,	$	7,750.00
18550	4/27/2017	Lylas, Inc.	$	7,500.00
18554	4/27/2017	SPKR Touring, Inc.	$	7,500.00
18501	4/20/2017	The Lamar Companies	$	7,420.00
WIRE	4/21/2017	Gosh PR	$	7,040.00
WIRE	4/21/2017	Gosh PR	$	7,040.00
18506	4/20/2017	United States Traffic Networ	$	6,655.50
18453	4/13/2017	Straightline Parking, LLC	$	6,500.00
18410	4/6/2017	Lou Hammond Group	$	5,763.49
DAJ000003709	4/27/2017	John Hancock USA	$	5,433.30
18534	4/27/2017	Visit Florida	$	5,060.00
18419	4/6/2017	UWP, LLC Pro Watercross	$	5,000.00
18553	4/27/2017	Scout Tours, Inc.	$	5,000.00
18527	4/27/2017	Pyro Shows, Inc.	$	4,750.00
18484	4/20/2017	Halifax Media Group	$	4,600.00
18444	4/13/2017	Hall Septic Tank Service, In	$	4,039.25
18451	4/13/2017	Quality Plus Services	$	3,725.00
DAJ000003690	4/13/2017	John Hancock USA	$	3,588.17
18479	4/20/2017	Connect	$	3,500.00
18524	4/27/2017	Mr. Trash	$	3,500.00
18414	4/6/2017	Purchase Power	$	3,025.00
18402	4/6/2017	Buffalo Rock-PCY	$	2,822.00
18406	4/6/2017	Durden Outdoor Displays, Inc	$	2,800.00
WIRE	4/21/2017	TLM Media Ltd.	$	2,736.00
18475	4/20/2017	Adswerve, Inc.	$	2,649.44
18431	4/10/2017	Durden Outdoor Displays, Inc	$	2,500.00
18499	4/20/2017	Snowbirds Gulf Coast	$	2,500.00
18526	4/27/2017	Preston Leatherman LLC	$	2,500.00
18547	4/27/2017	Domino Effect Music, LLC	$	2,500.00
18434	4/13/2017	Barberstock Systems, Inc.	$	2,397.00
18411	4/6/2017	Panama City Beach Parks & Re	$	2,140.00
18417	4/6/2017	Simpleview	$	2,000.00

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18429	4/6/2017	Miracle Strip Jr. Women's Cl	$	2,000.00
18405	4/6/2017	Comfort Suites	$	1,969.54
18516	4/27/2017	Community Broadcasters LLC	$	1,904.00
18401	4/6/2017	Boomer Aviation, Inc.	$	1,845.00
18440	4/13/2017	Credit Card Center	$	1,753.01
18439	4/13/2017	Coastal Communications	$	1,746.80
18403	4/6/2017	Carr, Riggs & Ingram, LLC	$	1,725.00
18536	4/27/2017	WKTK-FM	$	1,615.00
18455	4/13/2017	US Relay Corp	$	1,609.00
18420	4/6/2017	Katie DeSantis	$	1,600.00
18505	4/20/2017	United Rentals (North Americ	$	1,442.31
18443	4/13/2017	Gulf Glo Banners	$	1,400.79
18538	4/27/2017	Young Strategies	$	1,375.30
18457	4/13/2017	Who Dey Prints & Embroidery	$	1,330.55
18521	4/27/2017	IHeartMeda	$	1,302.20
18448	4/13/2017	Panama City Beach Parks & Re	$	1,300.00
18546	4/27/2017	Delta Rae Touring, Inc.	$	1,250.00
18517	4/27/2017	Cumulus-Pensacola - WXBM-FM	$	1,088.00
18450	4/13/2017	Powell Broadcasting	$	1,000.20
18416	4/6/2017	Resort Collection of Panama	$	1,000.00
18424	4/6/2017	Chef Dee's Catering	$	1,000.00
18425	4/6/2017	Dolce Italiano	$	1,000.00
18426	4/6/2017	G. Foley's	$	1,000.00
18427	4/6/2017	Jae's Sinful Delights	$	1,000.00
18428	4/6/2017	Luna Cafe	$	1,000.00
18460	4/13/2017	Arnold HS Basketball Booster	$	1,000.00
18465	4/13/2017	Firefly	$	1,000.00
18466	4/13/2017	Frances Cannon Scholarship	$	1,000.00
18467	4/13/2017	Sisters of the Sea Grille	$	1,000.00
18508	4/20/2017	WJHG-TV	$	1,000.00
18512	4/20/2017	Sheraton Bay Point Resort	$	1,000.00
18522	4/27/2017	Magic Broadcasting LLC	$	1,000.00
18542	4/27/2017	Texas Roadhouse	$	1,000.00
18518	4/27/2017	Daniel J. Rowe	$	931.99
18514	4/27/2017	Coastal Communications	$	929.46
18404	4/6/2017	Coastal Communications	$	928.82
18412	4/6/2017	Panama City Golf Carts, LLC	$	882.75
18509	4/20/2017	WMBB-TV	$	845.00

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18442	4/13/2017	Florida Blue Group Ancillary	$	789.39
18531	4/27/2017	Southeast Tourism Society	$	785.00
18461	4/13/2017	City of Panama City Beach	$	780.00
18504	4/20/2017	Two Men and a Truck	$	762.50
18435	4/13/2017	Beach TV Cable Company, Inc.	$	750.00
18548	4/27/2017	Gal Friday Band, Inc.	$	750.00
18430	4/6/2017	Women's Civic Club	$	700.00
18471	4/13/2017	Mark Kelley	$	644.00
18537	4/27/2017	WRUF-FM	$	637.50
18472	4/13/2017	Michael Booini	$	600.00
18529	4/27/2017	Simpleview	$	600.00
18541	4/27/2017	Bruce Neumann	$	600.00
18408	4/6/2017	Gulf Glo Banners	$	591.18
18523	4/27/2017	Marc Radio Gainesville, LLC	$	527.00
18556	4/27/2017	Will Thompson Music	$	500.00
18459	4/13/2017	Young Strategies	$	447.03
18535	4/27/2017	Who Dey Prints & Embroidery	$	406.76
18421	4/6/2017	Natasha Jasperson	$	400.00
18413	4/6/2017	Principal Financial Group	$	388.17
18486	4/20/2017	IA Aerial Photography	$	375.00
18464	4/13/2017	City of Panama City Beach	$	350.00
18482	4/20/2017	Farmer's Marketing	$	321.75
18540	4/27/2017	Scott Festerr	$	300.00
18543	4/27/2017	Woodland Fields Photography	$	300.00
18418	4/6/2017	Snelling Personnel-Panama Ci	$	247.50
18452	4/13/2017	Snelling Personnel-Panama Ci	$	243.75
DAJ000003691	4/13/2017	HSA Bank	$	200.00
DAJ000003710	4/27/2017	HSA Bank	$	200.00
18422	4/6/2017	Charles Clowers	$	195.92
18498	4/20/2017	SESAC	$	190.00
18515	4/27/2017	Community Coffee	$	182.30
DAJ000003675	4/13/2017	Paychex	$	172.51
18456	4/13/2017	West Unified Communications	$	165.06
DAJ000003711	4/27/2017	Paychex	$	160.87
18423	4/6/2017	Christopher Jordan	$	150.00
18485	4/20/2017	Hellcat Media	$	150.00
18433	4/13/2017	Anne Williams	$	138.21
18468	4/13/2017	B. Cody Shields	$	125.00

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
APRIL 1, 2017 THROUGH APRIL 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
18469	4/13/2017	Jaclyn Simms	$	125.00
18470	4/13/2017	Keith Brown	$	125.00
18473	4/13/2017	Morgan Mason	$	125.00
18474	4/13/2017	Summer Rae Leach	$	125.00
18530	4/27/2017	Snelling Personnel-Panama Ci	$	108.75
18525	4/27/2017	Phase V of Florida, LLC	$	100.00
18446	4/13/2017	HealthiestYou	$	90.00
18492	4/20/2017	Lockard & Williams Insurance	$	90.00
DAJ000003688	4/13/2017	Paychex	$	81.70
18476	4/20/2017	Billy Poteet	$	79.18
18491	4/20/2017	Living Interiors of Bay Coun	$	79.00
18480	4/20/2017	David E. Demarest	$	72.34
18481	4/20/2017	EMBB ME-TV	$	70.00
18462	4/13/2017	City of Panama City Beach	$	50.00
18463	4/13/2017	City of Panama City Beach	$	50.00
DAJ000003677	4/6/2017	UPS	$	37.28
18533	4/27/2017	Vision Service Plan (IC)	$	36.64
DAJ000003713	4/20/2017	UPS	$	33.08
DAJ000003706	4/13/2017	UPS	$	25.80
18407	4/6/2017	FedEx	$	22.15
		TOTAL PANAMA CITY BEACH CVB	**$**	**1,636,302.68**

PANAMA CITY COMMUNITY DEVELOPMENT COUNCIL

PANAMA CITY COMMUNITY DEVELOPMENT COUNCIL
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
APRIL 1, 2017 THROUGH APRIL 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
1589	04/11/2017	KREWE OF ST ANDREWS INC	$ 34,657.66
1584	04/06/2017	ROBIN MALPASS & ASSOCIATES INC	$ 20,603.81
1590	04/11/2017	LOU HAMMOND & ASSOC	$ 10,000.00
1606	04/20/2017	ROBIN MALPASS & ASSOCIATES INC	$ 9,394.70
1592	04/11/2017	ROBIN MALPASS & ASSOCIATES INC	$ 7,964.76
1599	04/20/2017	BOLD MUSIC GROUP LLC	$ 4,000.00
1577	04/03/2017	LEGISTIX SOLUTIONS LLC	$ 3,333.00
1623	04/27/2017	PMCAT	$ 2,200.00
1595	04/11/2017	VISA	$ 2,147.89
1602	04/20/2017	ENNEAD HARMONICS LLC	$ 2,120.00
1585	04/06/2017	SUMMIT BANK	$ 1,945.87
1611	04/20/2017	SUMMIT BANK	$ 1,915.74
1609	04/20/2017	CITY OF PANAMA CITY	$ 1,640.30
1580	04/06/2017	CITY OF PANAMA CITY	$ 1,639.61
1582	04/06/2017	PANAMA CITY BCH CHAMBER OF COMMERCE INC	$ 1,500.00
1591	04/11/2017	PANAMA CITY BCH CHAMBER OF COMMERCE INC	$ 1,500.00
1615	04/20/2017	PANAMA CITY COMMUNITY DEVELOPMENT	$ 1,500.00
1594	04/11/2017	VISA	$ 1,355.27
1600	04/20/2017	BUSINESS PRESENTATION SERVICES INC	$ 1,139.82
1579	04/06/2017	WHITEHEAD, ALYSIA, JASMIN	$ 1,072.45
1598	04/20/2017	WHITEHEAD, ALYSIA, JASMIN	$ 1,072.45
1597	04/20/2017	INFINGER, BRITTANY, ANNE	$ 1,058.42
1608	04/20/2017	WOW|	$ 679.10
1613	04/20/2017	WOW|	$ 679.10
1624	04/27/2017	RED FROG EVENTS LLC	$ 613.75
1586	04/11/2017	CITY OF PANAMA CITY	$ 575.00
1617	04/27/2017	BUSINESS PRESENTATION SERVICES INC	$ 571.80
1603	04/20/2017	HALL SEPTIC TANK SERVICE INC	$ 556.40
1578	04/06/2017	INFINGER, BRITTANY, ANNE	$ 505.22
1605	04/20/2017	MICHAEL JEROME GRISSETT	$ 500.00
1583	04/06/2017	RAYMOND JAMES & ASSOC INC	$ 413.47
1618	04/27/2017	GOLDRING GULF DISTRIBUTING INC	$ 412.00
1622	04/27/2017	LOU HAMMOND & ASSOC	$ 411.40
1621	04/27/2017	LEGISTIX SOLUTIONS LLC	$ 403.64
1601	04/20/2017	COASTAL COMMUNICATIONS INC	$ 386.95
1610	04/20/2017	RAYMOND JAMES & ASSOC INC	$ 363.47
1619	04/27/2017	GULF POWER CO	$ 329.28
1581	04/06/2017	JEROME A TABATT	$ 300.00
1607	04/20/2017	THE CELEBRATION PLACE INC	$ 259.80

PANAMA CITY COMMUNITY DEVELOPMENT COUNCIL
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
APRIL 1, 2017 THROUGH APRIL 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
1612	04/20/2017	THE CELEBRATION PLACE INC	$ 259.80
1604	04/20/2017	KONICA MINOLTA INC	$ 258.57
1596	04/11/2017	WES CATRETT	$ 250.00
1593	04/11/2017	VERIZON WIRELESS	$ 214.62
1620	04/27/2017	JENNIFER VIGIL	$ 162.00
1614	04/20/2017	ALYSIA WHITEHEAD	$ 137.92
1587	04/11/2017	CITY OF PC-WATER DEPT	$ 106.98
1616	04/27/2017	BROCK PEST CONTROL INC	$ 86.67
1588	04/11/2017	CULLIGAN BY WATERCO INC	$ 20.21
		TOTAL PANAMA CITY CDC	**$ 123,218.90**

MEXICO BEACH COMMUNITY DEVELOPMENT COUNCIL

MEXICO BEACH COMMUNITY DEVELOPMENT COUNCIL
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
APRIL 1, 2017 THROUGH APRIL 30, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
6311	04/06/2017	Cornerstone Marketing & Advertising	$	39,736.25
6332	04/27/2017	Cornerstone Marketing & Advertising	$	11,930.00
6302	04/06/2017	City of Mexico Beach	$	4,250.00
6310	04/06/2017	Chase Card Services	$	3,809.65
EFT	04/17/2017	United States Treasury	$	2,732.14
6324	04/13/2017	Florida Blue	$	2,279.10
6307	04/06/2017	Purchase Power	$	1,500.00
6303	04/06/2017	Lisa Armbruster	$	1,406.79
6326	04/20/2017	Cindy's Dream Photos	$	950.00
6322	04/13/2017	US relay	$	814.50
6309	04/06/2017	Sam's Club	$	731.86
6306	04/06/2017	Roberson & Associates, PA	$	400.00
6313	04/13/2017	Randall Cowart	$	350.00
6321	04/13/2017	CRI	$	300.00
6320	04/13/2017	Cathey's Ace Hardware	$	286.23
6301	04/06/2017	Reginald Smith	$	275.00
6308	04/06/2017	Pitney Bowes Global Financial Services	$	263.22
6328	04/27/2017	Fairpoint Communications	$	186.21
6304	04/06/2017	Toshiba American Business Solutions	$	168.08
6300	04/06/2017	Tabitha Gleichner	$	150.00
6327	04/20/2017	Verizon Wireless	$	130.02
6330	04/27/2017	MCI	$	89.45
6316	04/13/2017	Duke Energy	$	89.02
6329	04/27/2017	Mediacom	$	74.09
6318	04/13/2017	Florida Combined Life	$	71.48
6314	04/13/2017	Culligan Water Service	$	35.45
6305	04/06/2017	Melissa A. Williams	$	29.43
6325	04/20/2017	Safetouch Security Systems	$	29.32
6323	04/13/2017	Melissa A. Williams	$	26.75
6315	04/13/2017	Pitney Bowes Global Financial Services	$	25.33
6331	04/27/2017	VSP Vision Care	$	13.85
6319	04/13/2017	HY Holdings INC	$	12.00
		TOTAL MEXICO BEACH CDC	**$**	**73,145.22**

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE
MAY 02 2017

TO: Board of County Commissioners

FROM: Bill Kinsaul, Clerk of Court & Comptroller

DATE: May 1, 2017

RE: Inventory Deletions

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

Inventory Item	Explanation
Traffic Control Sign Truck P411 Property No. 17771-0	Item is obsolete and/or non-functional.
Code Enforcement Truck P019 Property No. 16786-0	Item is obsolete and/or non-functional.
Property Appraiser Computer Property No. 58845	Item was stolen. Police report filed.

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

BK/dlfowler

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

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

ORIGINAL

TO: Finance

FROM: PW/ Traffic Engineering (Department) #0026

Date: 4/12/17

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

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
Sign Truck	51812 17771-0	Ford F-450, 2007
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
240686	P-411	1FDXF47P77EA02358
Other Description:		**GVW:**

Acquisition, Disposition and Transfer Data

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

DISPOSITION ☒ ☐ Not Applicable TRANSFER ☐	
To:	Boneyard
Transferred	Sold Scrapped
Traded	Trade-in Realized $ 10,000
Value on Records:	$ 32,208.00
Reason for Disposal:	High Millage, worn out
Being replaced with a new vehicle.	
Amount Realized (if sold)	$ 15,000
Date:	4/12/17

Remarks: P-411 is being replaced with P- 986 ,2017 F-250 utility body truck

Signed Wayne B C

Title Traffic Ops Superintendent

Signed

Title

Insured Date: _____ By: _____

Risk Management

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

ORIGINAL

TO: Board of County Commissioners

FROM: Code Enforcement (Department) Date: 04/20/2017

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

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
Pickup Truck	16786	Ford Ranger 2005
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
223876	P019	1FTZR45E35PA90848
Other Description:		**GVW:**

Acquisition, Disposition and Transfer Data

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

DISPOSITION ☒ ☐ Not Applicable TRANSFER ☐	
To:	Bone yard
Transferred	Sold Scrapped
Traded	Trade-in Realized $
Value on Records:	$
Reason for Disposal:	Doesn't Run, Oil leak, high mileage
Amount Realized (if sold)	$
Effective Date:	04/21/2017

Remarks:

Signed _____ **Signed** _____

Title Code Enforcement Manager **Title** _____

Insured Date: _____ By: _____

Risk Management

BAY COUNTY BOCC
ACQUISITION AND DISPOSITION FORM

TO: Board of County Commissioners

FROM: Bay County Property Appraiser (Department) Date: 03-29-2017

Gentlemen:

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

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER	MAKE
Dell Personal Computer	58845	DELL
MODEL	**YEAR**	**MFG ID NUMBER**
Optiplex 3040 SFF	2016	9Y93PD2
Other Description:		

Acquisition or Disposition Data

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

DISPOSED OF:	
To:	Theft. PCPD Report 17-04419
Transferred ___ Sold ___ Junked ___	
Traded ___ Trade-in Realized	$
Value on Records:	$ 1,165.00
Reason for Disposal:	Theft-Crime.
Amount Realized (if sold)	$
Date:	03-29-2017

Remarks: Illegally taken from office between March 16th 2017 and March 27th 2017. Reported to PCPD. Responding Officers, Schubert, R and Creamer, D. PCPD incident #.17-04419.

Signed _____
Title _____

Signed Dale Hartzog
Title Director of Technology
Insured Date 03/29/2017

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE
MAY 01 2017

April 28, 2017

Board of County Commissioners
Bay County, Florida

Commissioners:

Attached you will find a summary of 2016/2017 Revenues and Expenditures through April 27, 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 April 27, 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	77,489,652	79%	15,637,984	4,103	0%	113,957,861	61,239,548	54%	16,254,207
101	Transportation	30,433,463	6,595,767	22%	18,875,054	4,712,654	25%	49,308,517	20,114,561	41%	(8,806,140)
102	.5% Infrastructure Surtax	8,407,525	1,407,962	17%	-	-	0%	8,407,525	34,998	0%	1,372,964
111	Road Impact-Beach/Airport	-	382	0%	190,521		0%	190,521	-	0%	382
112	Road Impact-East Bay County	-	622	0%	310,608		0%	310,608	-	0%	622
113	Road Impact-Panama City	-	53	0%	26,592		0%	26,592	-	0%	53
114	Road Impact-Southport/Sandhills	-	431	0%	215,234		0%	215,234	-	0%	431
118	Transit	4,970,434	1,808,513	36%	-		0%	4,970,434	1,780,353	36%	28,160
120	Library	1,044,653	881,243	84%	2,158,377	100,000	5%	3,203,030	1,707,422	53%	(726,179)
125	Tourist Development	10,050,000	2,551,811	25%	530,526		0%	10,580,526	8,338,899	79%	(5,787,088)
126	Mexico Beach - TDC	549,350	170,046	31%	26,523		0%	575,873	296,263	51%	(126,217)
127	Beach Nourishment - TDC	3,447,395	920,557	27%	29,352,351		0%	32,799,746	2,891,176	9%	(1,970,618)
128	TDC - 5th Cent	3,350,000	859,250	26%	-		0%	3,350,000	29,250	1%	830,000
129	Panama City - TDT	1,500,000	486,251	32%	-		0%	1,500,000	1,072,389	71%	(586,138)
130	Public Safety E911	815,215	257,274	32%	1,000,000		0%	1,815,215	303,908	17%	(46,634)
133	Intergov't Radio Communication	465,790	274,633	59%	484,299	42,150	9%	950,089	296,594	31%	20,190
140	District Mosquito Control	1,227,792	1,138,579	93%	120,450		0%	1,348,242	793,897	59%	344,681
145	MSTU-Fire Protection	7,684,788	7,308,659	95%	1,000,000		0%	8,684,788	4,745,399	55%	2,563,260
167	MSBU Fund	44,840	14,928	33%	25,000	-	0%	69,840	31,926	46%	(16,998)
401	Water Sys Revenue Fund	16,780,409	8,352,851	50%	21,014,015	3,206,134	15%	37,794,424	6,515,963	17%	5,043,022
420	Retail Water & Wastewater	12,282,035	6,012,485	49%	2,197,542	-	0%	14,479,577	4,813,957	33%	1,198,528
430	Solid Waste Fund	12,120,317	6,327,460	52%	3,089,430		0%	15,209,747	8,101,183	53%	(1,773,723)
440	Builders' Services	981,400	596,518	61%	3,800,000		0%	4,781,400	873,392	18%	(276,873)
450	Emerg Medical Svcs	6,828,477	7,378,755	108%	814,462		0%	7,642,939	4,229,872	55%	3,148,883
501	Internal Service Fund	4,404,028	2,039,246	46%	170,787		0%	4,574,815	2,317,990	51%	(278,744)
505	Workers' Compensation	1,204,381	315,279	26%	30,529		0%	1,234,910	330,707	27%	(15,428)
506	Insurance Fund	3,092,491	1,549,112	50%	47,890		0%	3,140,381	842,102	27%	707,010
510	Utilities	1,518,531	774,065	51%	-		0%	1,518,531	718,283	47%	55,782
	Revenue Sub Total	231,523,191	135,512,385	59%	101,118,174	8,065,041	8%				
	Combined Revenue & Expenditures	**332,641,365**	**143,577,425**	**43%**				**332,641,365**	**132,420,031**	**40%**	**11,157,394**

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

Bay County Board of County Commissioners
Agenda Item Summary

Aquaculture Lease Modification Resolution

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

MEETING DATE: 5/16/2017

REQUESTED MOTION/ACTION:
Board consider a resolution in support of Webb's Oyster Point LLC's application to the Florida Department of Agriculture and Consumer Services (FDACS) for a modification to its sovereignty submerged land aquaculture bottom leases to allow mechanical harvesting of oysters in West Bay.

AGENDA
County Attorney - Consent

BUDGETED ITEM? N/A
BUDGET ACTION:
N/A
FINANCIAL IMPACT SUMMARY STATEMENT:
N/A

BACKGROUND:
Webb's Seafood, Inc., located at 12603 Hwy. 231 in Bay County has submitted an application to the Florida Department of Agriculture and Consumer Services (FDACS) in the name of Webb's Oyster Point, LLC, its aquaculture business entity. It seeks to modify the special lease conditions of eight, existing, ten-year sovereignty submerged land aquaculture bottom leases to authorize the use of a mechanical harvesting device.
The applicant is an Aquaculture Certificate of Registration holder and is in compliance with the terms and conditions of their existing leases, as well as the Department of Agriculture and Consumer Services' (FDACS) Aquaculture Best Management Practices. The leases are not located in an Aquatic Preserve. FDACS has conducted surveys of the parcels and buffers from seagrasses have been established that range from 150 feet to 500 feet.

Attached are copies of the proposed resolution and the Aquaculture Lease Application Review by the Division of Aquaculture. (Exhibits 1 and 2)

Staff recommends the Board approve the resolution, authorized the Chairman to sign the resolution and direct that it be sent to the Division of Aquaculture.

ATTACHMENTS:

Description	Type
Aquaculture Lease Application Review	Exhibit
Resoluton	Exhibit

Kal Knickerbocker
Florida Department of Agriculture and
Consumer Services
Division of Aquaculture
600 South Calhoun Street
Suite 217
Tallahassee, FL 32399

Transmittal of Aquaculture Lease Application Review

Transmitted to the following:

Fish and Wildlife Conservation Commission
Division of Marine Fisheries Management
Jessica McCawley, Director

Department of Environmental Protection
Florida Coastal Office
Kevin Claridge, Director

Department of State

Army Corps of Engineers
Theresa Hudson (Theresa.B.Hudson@usace.army.mil)
John P. Fellows (John.P.Fellows@usace.army.mil)

National Marine Fisheries Service
Jason Rueter (Jason.Rueter@noaa.gov)

Board of County Commissioners
Bay County Board of County Commissioners

Activity: Webb's Oyster Point, LLC. Aquaculture Lease Modifications

Date: May 9, 2017
Rule 18-21.021, Florida Administrative Code, provides the review procedures for aquaculture lease applications. Accordingly, the Division of Aquaculture seeks comments relevant to the application review and final recommendations. Please review the attached information and provide comments and information that will enhance our review. **Please complete your review and provide comments by June 8, 2017.**

Webb's Oyster Point, LLC. Aquaculture Lease Modifications

REQUEST: Approval to modify the special lease conditions of eight, existing, ten-acre, ten-year sovereignty submerged land aquaculture bottom leases to authorize the use of a mechanical harvesting device.

VOTNG REQUIREMENT FOR APPROVAL: Three votes

LOCATION: West Bay, Bay County, Florida

APPLICANT: Webb's Oyster Point, LLC.

STAFF REMARKS:
The applicant is requesting authorization from the Board of Trustees, pursuant to section 597.010(17)(c), F.S., to use a mechanical harvesting device to harvest oysters from their eight aquaculture leases. The use of a mechanical harvesting device may be authorized as a special lease condition if the use of the mechanical harvesting device does not adversely impact the public health, safety, or welfare of adjacent natural resources. Aquaculture Best Management Practices have been adopted pursuant to chapter 120, F.S., and incorporated into Rule 5L-3.004, F.A.C. that describe the approved size and specifications of a mechanical harvesting device to be used and the conditions of use for an approved mechanical harvesting device. The mechanical harvesting requirements from the BMPs are provided in the backup proportion of this review package.

The applicant is an Aquaculture Certificate of Registration holder and is in compliance with the terms and conditions of their existing leases, as well as the Department of Agriculture and Consumer Services' (FDACS) Aquaculture Best Management Practices. The leases are not located in an Aquatic Preserve. FDACS has conducted resource surveys of the parcels and buffers from seagrasses have been established that range from 150 feet to 500 feet.

The applicant has placed over 10,000 cubic yards of cultch material on the three leases that were approved in November of 2014 and oysters have colonized the material and are growing well. The applicant plans to cultch the five leases that were approved in December of 2016 in the near future, planting approximately 3,330 cubic yards per lease parcel. The typical oyster harvesting device is one of the simplest forms of mechanical harvesting, using only the forward propulsion of the surface vessel to pull the harvester across the lease. Harvesting is accomplished by the bottom and forward part of the frame raking and lifting oysters and allowing them to tumble back into the collecting bag. The metal frame is triangular in shape, with a lower bar that rakes the surface of the lease bottom. A mesh bag is attached to the frame to catch live oysters as the device is pulled over the cultch material on the lease bottom. The lower bar of the frame may be fitted with teeth that assist the raking action and lift the oysters and loose shell into the collecting bag. The triangular frame is generally about four feet wide at the base and up to five feet high. The mesh collecting bag attached to the frame is made of heavy gauge mesh, wire or chain. Harvesting devices are typically deployed from the side of a surface

vessel. When the collecting bag is full, the device is brought aboard the vessel and dumped on the deck or a culling board where live market-size oysters are separated from small and dead oysters and shell. Tow times are typically of short duration, but are dependent upon the abundance of live oysters on the lease. Sorting or culling takes place on the operating vessel and juvenile oysters and dead oyster shell are returned to the lease as seed stock and cultch to maintain the lease bottom as a viable oyster growing area. The use of a mechanical harvesting device can increase potential production, harvesting effectiveness and efficiency and contribute positive economic impacts for the oyster industry and local community.

Special Conditions
The special lease conditions would be modified to allow the use of a mechanical harvesting device pursuant to rule 5L-3.004, F.A.C., Aquaculture Best Management Practices.

Public Interest
The leases are not in an aquatic preserve, therefore the activity does not have to be found to be in the public interest. The projects are, however, required to demonstrate that they are "not contrary to the public interest," pursuant to Article X, Section 11 of the Florida Constitution, chapter 253, F.S., and rule 18-21.004(1)(a), F.A.C. Because the Legislature has declared aquaculture to be in the public interest, according to section 253.68(2)(a), F.S., FDACS is of the opinion that the activities meet the test of being "not contrary to the public interest" and otherwise meet all applicable requirements for a proprietary authorization to use sovereignty submerged lands.

Noticing
The proposed modifications will be noticed pursuant to section 253.70, F.S.

Comprehensive Plan
A consideration of the status of any local government comprehensive plan was not made for this item. FDACS has determined that the proposed action is not subject to the local government planning process.

AQUACULTURE BEST MANAGEMENT PRACTICES MANUAL
November 2016
MECHANICAL HARVESTING

The use of a mechanical harvesting device to harvest shellfish from a sovereign submerged land aquaculture lease may be authorized as a special lease condition pursuant to Chapter 253, F.S., following approval by the Board of Trustees of the Internal Improvement Trust Fund. A mechanical harvesting device is defined as a dredge, scrape, rake, drag, or other device that is self-propelled or towed by a vessel and is used to harvest shellfish. The term does not include handheld or hand drawn hydraulically or mechanically operated devices used to harvest cultured clams from leased sovereign

submerged lands, and this subsection does not apply to such handheld or hand drawn devices.
Best Management Practices:

- The use of mechanical harvesting devices is prohibited on natural reefs or public shellfish beds.

- Mechanical harvesting devices shall only be used for the harvesting of live shellfish. The harvesting of dead shell is prohibited.

- Mechanical harvesting is prohibited on aquaculture leases unless authorized in the lease agreement.

- An annual cultch material planting plan shall be submitted to the division. The plan shall include the quantity and type of material to be planted and a proposed timeline for planting activities.

- Only one mechanical harvesting device per lease may be possessed or operated at any time at a lease site.

- A mechanical harvesting device shall not be possessed on the waters of the state from 30 minutes prior to sunset through sunrise. Harvested shellfish must meet the time and temperature delivery requirements found in Rule 5L- 1.008, F.A.C.

- A mechanical harvesting device shall not exceed 48 inches in width at the device's widest dimension or at the tooth bar.

- Mechanical harvesting device teeth shall not exceed 6 inches in length. Teeth shall be spaced approximately 2 inches on center.

- Mechanical harvesting devices shall not exceed 175 pounds in total weight.

- Mechanical harvesting devices must be clearly marked with the Aquaculture Certificate of Registration number.

- The use of mechanical harvesting devices is restricted to the approved aquaculture lease and can not be used outside of the lease boundaries or in easements. Mechanical harvesting devices must be removed from the water upon the boat exiting the lease boundary.

- Prior to the use of a mechanical harvesting device, the aquaculture lease parcel must be marked as specified in the submerged land lease agreement.

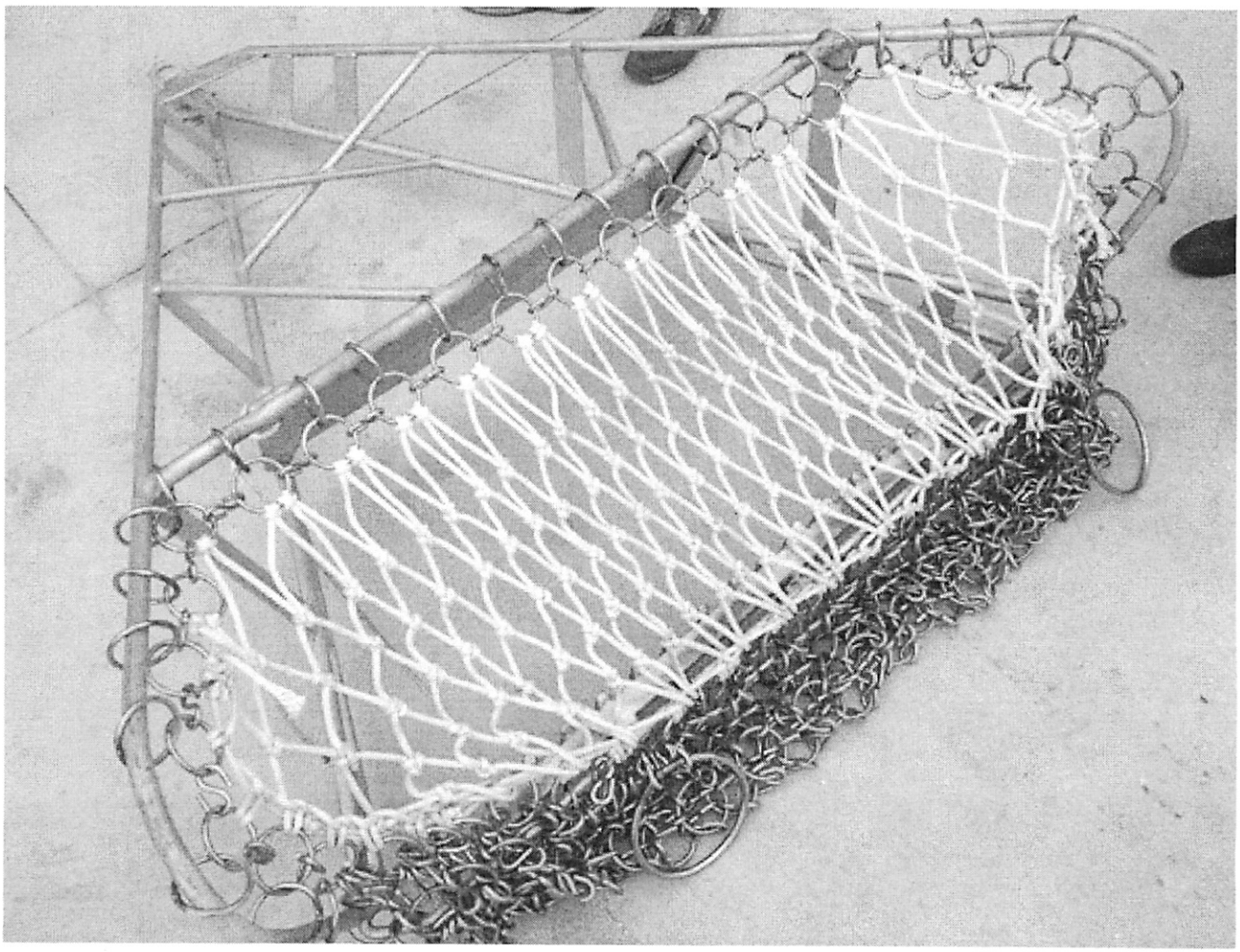
- A harvest plan along with dimensions and specifications of mechanical harvesting devices shall be submitted prior to deployment on an aquaculture lease.

- Mechanical harvesting devices should not be used within 100 feet of corals, emergent and submerged aquatic vegetation, seagrasses, oyster bars, clam beds. or endangered species designated critical habitat (unless approved by the National Marine Fisheries Service).

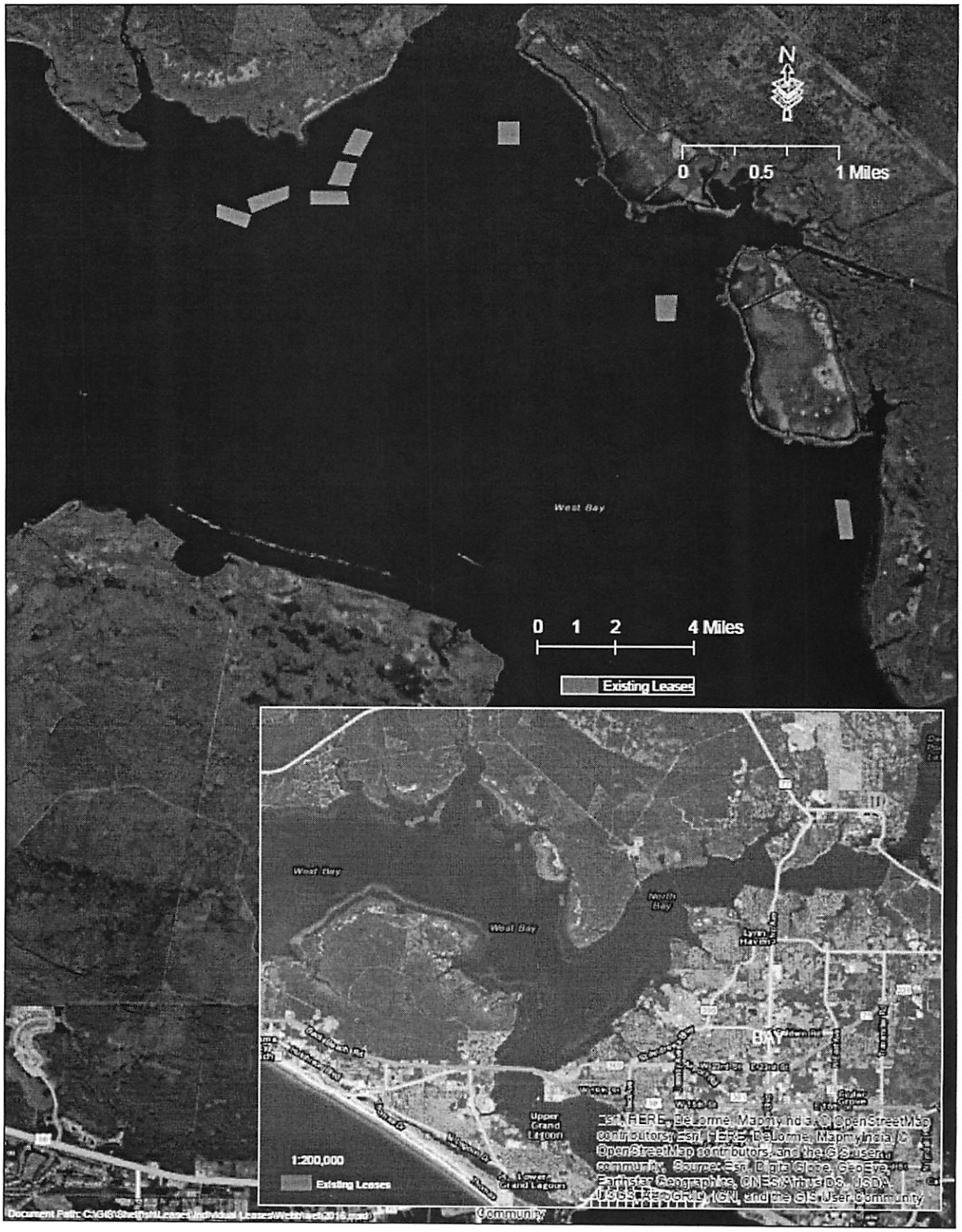
- Culling or sorting of shellfish shall be performed by aquaculturists within the boundaries of their lease.

- Any endangered species or marine turtles incidentally taken during mechanical harvesting activities must be reported to FWC's Wildlife Alert Number at 1-888-404-FWC within 24 hours.

- Failure to comply with Subsection 597.010(17) or mechanical harvesting BMPs will result in the revocation of all submerged lands leases issued pursuant to Chapter 253, F.S., held by the violator and denial of any future use of sovereign submerged land.



Bay County Lease Areas



RESOLUTION NO.: _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA URGING THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA TO APPROVE THE MODIFICATION OF THE SPECIAL LEASE CONDITIONS OF EIGHT, EXISTING TEN ACRE, TEN YEAR SOVEREIGNTY SUBMERGED LAND AQUACULTURE BOTTOM LEASES TO AUTHORIZE THE USE OF A MECHANICAL HARVESTING DEVICE SUBMITTED BY WEBB'S OYSTER POINT, LLC., FOR THE PURPOSE OF SHELLFISH AQUACULTURE IN BAY COUNTY, FLORIDA.

WHEREAS, the Florida Legislature declares in section 253.68(2)(a) Florida Statutes, that aquaculture shall be recognized as a practicable resources management alternative to produce marine products, to reduce competition for natural stocks; while sparing, protecting, and conserving natural resources; and

WHEREAS, fostering of aquaculture enterprise is recognized and encouraged by State of Florida laws and policies; and

WHEREAS, Bay County's seafood industry plays a critical role in the local economy; and

WHEREAS, Webb's Seafood, Inc. is a shellfish processing facility and wholesale distributor that has been operating in Bay County since 1985 and now through Webb's Oyster Point, LLC, operates its aquaculture business; and

WHEREAS, Webb's Oyster Point, LLC, is requesting authorization to use a mechanical harvesting device to harvest oysters from their eight aquaculture leases; and

WHEREAS, mechanical harvesting may be authorized as a special lease condition pursuant to section 597.010(17)(c), Florida Statutes; and

WHEREAS, mechanical harvesting can increase potential production, harvesting effectiveness and contribute positive economic impacts for the oyster industry and local community.

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

Section 1: The County Commission supports Webb's Oyster Point, LLC's application for an aquaculture lease modification to allow mechanical oyster harvesting on their eight sovereignty submerged land aquaculture bottom leases.

Section 2: The County Commission supports Bay County's seafood industry and the development of new aquaculture enterprises. It encourages the Florida Legislature and Florida Department of Agriculture and Consumer Services to consider innovative aquaculture methods and technologies such as mechanical harvesting while protecting traditional methods to be competitive in global seafood markets.

Section 3: This Resolution shall take effect immediately upon adoption.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Bay County, Florida, in regular session, this _____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY, FLORIDA

ATTEST:

_____
Bill Kinsaul, Clerk

_____
William T. Dozier, Chairman

Approved as to form:

_____
Office of County Attorney

Bay County Board of County Commissioners
Agenda Item Summary

Warner Avenue Property Purchase

DEPARTMENT MAKING REQUEST/NAME:	**MEETING DATE:**
Office of the County Attorney, Holly Melzer, Assistant County Attorney	5/16/2017

REQUESTED MOTION/ACTION:
Board: 1) Approve and ratify the agreement to purchase the property off Warner Avenue (PIN 27568-000-000) in the amount of $380,000; 2) grant negotiating authority to the County Manager and County Attorney to further negotiate the purchase of the property so long as the price is at or below the appraised value; and 3) authorize the Chairman to sign all related closing documents. **(District V)**

AGENDA	**BUDGETED ITEM?** Yes
County Attorney - Consent	BUDGET ACTION: None Needed. FINANCIAL IMPACT SUMMARY STATEMENT: No financial impact to the General Fund. Allison Ave Stormwater Facility is a surtax project budgeted in 0102-5606552.

BACKGROUND:
For the past several years the County has had a need to construct a regional stormwater facility in the Allison Avenue drainage basin to improve water quality within Grand Lagoon and reduce flooding in the basin. As part of the surtax initiative, funds where made available in the first year to purchase property for this project. Originally staff envisioned obtaining property just south of Panama City Beach Parkway; however, all of the properties in this area are being developed and are not available.

Staff has found a vacant parcel on Warner Avenue **(Exhibit 1)** that is presently for sale and consists of approximately 4.5 acres. This parcel is ideally situated as it borders the existing Laird Street outfall ditch and is one of a few remaining vacant parcels of significant size within the basin.

The Chairman signed the contract attached as **Exhibit 2** in order to open negotiations with the sellers.

Staff recommends the Board: 1) Approve and ratify the agreement to purchase the property located off Warner Avenue (PIN 27568-000-000) in the amount of $380,000; 2) grant negotiating authority to the County Manager and County Attorney to further negotiate the purchase of the property so long as the price is at or below the appraised value; and 3) authorize the Chairman to sign all related closing documents

ATTACHMENTS:

Description	Type
Map	Exhibit
Contract - Warner	Exhibit

EXHIBIT I

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

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.
LOCATION MAP

Scale	Date Drawn	By	Checked By	Project#	Page
1"=400'	04-25-17	AG	BB	N/A	1 of 1

Vacant Land Contract

1. **Sale and Purchase:** Gary and Maria D Latson ("Seller")
and Bay County, a political subdivision of the State of Florida ("Buyer")
(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
described as: GWL MDL WTJ
Address: ~~2203~~ Warner Avenue Panama City Beach, FL 32408
Legal Description: 31 3S 15W 12AC -21- 57C4 S1/2 OF SE1/4 OF NE1/4 OF SE1/4 & NE1/4 OF SE1/4 OF SE1/4 LESS PCL -21.A- & -21.B- & -21.1- ORB 678 P 232 ORB 1747 P 52 ORB 1775 P 822

SEC 31 /TWP 3S /RNG 15 of Bay County, Florida. Real Property ID No.: 27568-000-000
including all improvements existing on the Property and the following additional property: All existing buildings
and improvements per MLS 646783/386787 on property as of 4/20/2017

2. **Purchase Price: (U.S. currency)** ..... $ ~~390,000~~ ~~375,000.00~~ GWL MDL
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: Diamond Title
Escrow Agent's Contact Person: Pat Diamond
Escrow Agent's Address: 11053 Hutchison Blvd. Panama City Beach, FL 32407
Escrow Agent's Phone: 850-234-3434
Escrow Agent's Email: pdiamond@diamondtitle.com

$ 380,000 WTJ

(a) **Initial deposit ($0 if left blank) (Check if applicable)**
☐ accompanies offer
☒ will be delivered to Escrow Agent within 5 days (3 days if left blank)
after Effective Date ..... $ 5,000.00
(b) **Additional deposit will be delivered to Escrow Agent (Check if applicable)**
☐ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Feasibility Study Period ..... $ 0.00
(c) **Total Financing (see Paragraph 5) (express as a dollar amount or percentage)** $0.00
(d) **Other:** ..... $ 0.00
(e) **Balance to close** (not including Buyer's closing costs, prepaid items, and prorations) ~~385,000~~ GWL
to be paid at closing by wire transfer or other Collected funds ..... $ ~~370,000.00~~ MDL
375,000 WTJ

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____
prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before 3 days, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. ~~The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.~~ WTJ GWL MDL

4. **Closing Date:** This transaction will close on July 7, 2017 ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

5. **Financing:** (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after **Effective Date** (Closing **Date** or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing **Period**"). Buyer will apply for Financing within _____ days after **Effective Date** (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing:** Buyer will secure a commitment for new third party financing for $_____ or _____% of the purchase price at (Check one) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing:** Buyer will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption:** Buyer will take title subject to and assume and pay existing first mortgage to _____ LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

6. **Assignability:** (Check one) Buyer ☐ may assign and thereby be released from any further liability under this contract, ☒ may assign but not be released from liability under this contract, or ☐ may not assign this contract.

7. **Title:** Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent. Seller will deliver to Buyer, at

(Check one) ☐ **Seller's** ☒ **Buyer's** expense and

(Check one) ☒ within 20 days after Effective Date ☐ at least _____ days before Closing Date,

(Check one)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a basis for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, Buyer will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 7(b).

(d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

8. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with conditions resulting from Buyer's inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

(a) **Inspections:** (Check (1) or (2))

(1) ☒ Feasibility Study: Buyer will, at Buyer's expense and within 15 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for Buyer's intended use. During the Feasibility Study Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, Buyer must deliver written notice to Seller of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this contract will be deemed terminated, and Buyer's deposit(s) will be returned.

(2) ☐ **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This contract is not contingent on Buyer conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.

(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

9. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:
Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 7)
Other: _____

(b) Buyer Costs:
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 7)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☒ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) **Foreign Investment in Real Property Tax Act** ("FIRPTA"): If **Seller** is a "**foreign person**" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) **1031** Exchange: If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section **1031** of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

12. Force Majeure: Seller or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "**act of God** or "**force majeure**" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract,** regarding any **contingency will render that contingency null and void, and this contract will be construed as if the** contingency **did not exist.** Any **notice, document, or item delivered to or received** by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.

14. Complete Agreement; Persons Bound: This contract is the entire agreement between **Seller** and **Buyer. Except for** brokerage agreements, **no prior or present agreements will bind Seller, Buyer,** or Broker **unless incorporated into this contract. Modifications** of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. **Electronic signatures** will be acceptable and binding. This **contract,** signatures, **initials, documents referenced** in this contract, **counterparts,** and **written** modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be **binding. Handwritten** or typewritten **terms inserted** in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer will use** diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller, Buyer,** and **Broker.**

15. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's obligations under this contract,** Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. Seller will also be liable for the full amount of the brokerage fee.

(b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this contract.

16. **Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

17. **Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

18. **Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

19. **Brokers:** The brokers named below are collectively referred to as "Broker." Instruction to closing agent: Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.

(a) Counts Real Estate Group will be compensated by ☒ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify): _____ (Seller's Broker)

(b) Counts Real Estate Group will be compensated by ☒ Seller ☐ Buyer ☐ both parties ☐ Seller's Broker pursuant to ☐ a MLS offer of compensation ☐ other (specify): _____ (Buyer's Broker)

20. Additional Terms: 1.Closing the sale by the Buyer affirms that they (1) have exercised their inspection rights, (2) found the property to be acceptable in its present condition, and (3) agree to release and hold Counts Real Estate Group, Inc., cooperating Brokers and their Associates harmless from any future claims relative to the condition of this property. This provision will survive delivery of the deed and closing. 2.Buyer has been advised that the only correct way to identify a property's corners and boundary lines is by having a professional survey completed before closing. Buyer acknowledges that copies of previous surveys, copies of plats, and other drawings are furnished for general information only and are not to be relied upon to determine property's location. If Buyer elects not to have a current survey then Buyer agrees to hold Seller, Counts Real Estate Group, Inc., cooperating Brokers, and their Associates harmless from any defects that would have been revealed by said survey. 3.Offer is contingent on the Appraised Value being equal to or greater than the Contract price. If Appraised Value is less than Contract price, Buyer will have the option of proceeding with closing at Contract price, renegotiating the Contract with the Seller, or voiding the Contract and receiving return of all earnest money deposits less costs incurred to date. 4.This Contract is contingent on an updated completion of a Vacant Land Disclosure Statement, Sink Hole Disclosure, Sellers Mold Disclosure and Sellers Real Property Disclosure by the Seller and a satisfactory review by the Buyer. Execution of disclosure by Buyer affirms receipt of disclosure, affirms satisfactory review, and removes this contingency. 5. Seller to provide buyer legible survey acceptable to title company within 5 days of accepted contract.
See Addendum 1 as part of contract

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: William T. Dozier **Date:** 5-8-17

Print name: Bay County, a political subdivision of the State of Florida

Buyer: _____ **Date:** _____

Print name: _____

Buyer's address for purpose of notice:

Address: _____

Phone: _____ **Fax:** _____ **Email:** _____

Seller: _____ **Date:** 5/10/2017

Print name: GARY W. LATSON Gary Latson

Seller: Maria D. Latson **Date:** 5/10/2017

Print name: MARIA D. LATSON Maria D Latson

Seller's address for purpose of notice:

Address: 14954 Sunshine Road, Holland, TX 76534-5048

Phone: 254 657-2461 **Fax:** _____ **Email:** garylatson@aol.com

Effective Date: _____ **(The date on which the last party signed or initialed and delivered the final offer or counter offer.)**

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Addendum to Contract

Addendum No. 1 to the Contract dated 5-8-17 between

Gary and Maria D Latson (Seller)

and Bay County, a political subdivision of the State of Florida (Buyer)

concerning the property described as: 2208 Warner Avenue Panama City Beach, FL 32408

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

6. Additional Terms as follows: This contract is expressly conditioned upon approval and ratification by the Board of County Commissioners at its next regularly scheduled and properly noticed commission meeting.

7. ~~Seller shall provide to buyer at least ten (10) days prior to closing, an affidavit in the form approved by the Buyer~~ demonstrating compliance with Fla.Stat.Section 286.23. ~~See attached~~

8. Parties acknowledge that there exists a prior Contract on this property with certain contingencies or conditions. Acceptance of this offer by Seller is contingent on the Buyer in the existing Contract being unable to remove those contingencies within 48 hours of notification which will result in termination of the initial Contract. Seller will deliver Buyer written notice of said termination and this Contract will move into first position. The Effective Date of this Contract will be the date cancellation notice was delivered to Buyer. If said written notice of cancellation is not delivered to Buyer on or before May 23, 2017, then Buyer may cancel this Contract and receive return of their earnest money deposit.

5 Business days

Buyer: William T. Dozier Date: 5-8-17

Buyer: _____ Date: _____

Seller: _____ Date: 5/11/2017

Seller: _____ Date: 5/10/2017

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Bay County Board of County Commissioners
Agenda Item Summary

Real Property Dissent and Disclaimer

DEPARTMENT MAKING REQUEST/NAME:
County Attorney's Office, Holly K. Melzer, Assistant County Attorney

MEETING DATE: 5/16/2017

REQUESTED MOTION/ACTION:
Board to approve and authorize the Chairman to sign the Dissent and Disclaimer relating to a Quit Claim Deed recorded by Charles Fowler and authorize the Clerk to record the same in the Official Records of Bay County.

AGENDA
County Attorney - Consent

BUDGETED ITEM? N/A
BUDGET ACTION:
N/A
FINANCIAL IMPACT SUMMARY STATEMENT:
N/A

BACKGROUND:
On March 23, 2017, unbeknownst to the County, Charles Fowler recorded a Quit Claim Deed purporting to convey to the County all paved roads within the Charity Village Subdivision known as Faith Lane and Hope Circle; however, the County did not approve or accept any such property.

Staff recommends the Board approve and authorize the Chairman to sign the attached Dissent and Disclaimer (**Exhibit 1**), which disclaims any County interest in the property contained in the Quit Claim Deed, and authorize the Clerk to record the same in the Official Records of Bay County.

ATTACHMENTS:

Description	Type
Exhibit 1	Exhibit

This document was prepared by:
Holly K. Melzer, Esq.
Assistant County Attorney
Bay County Attorney's Office
840 W. 11th Street
Panama City, FL 32401

DISSENT AND DISCLAIMER

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Bay County, a political subdivision of the State of Florida, has discovered that a Quit Claim Deed has been filed on the 23rd day of March, 2017, in **Book 3884, Page 1938**, in the official records of Bay County, which may convey to Bay County an ostensible or apparent interest of record in the property described therein. Bay County claims no actual interest in said property stemming from aforementioned Quit Claim Deed and does dissent to accept the Quit Claim Deed which was heretofore not brought before the Bay County Board of County Commissioners for acceptance; and

WHEREAS, the ostensible or apparent interest of Bay County was created without the knowledge or acquiescence of Bay County; and

WHEREAS, Bay County desires to clarify the situation.

NOW THEREFORE, Bay County dissents to the acceptance of the Quit Claim Deed and disclaims interest in the property located in Bay County and described in said instrument, which may have been created in the Quit Claim Deed dated the 23rd day of March, 2017, and recorded in Official Records **Book 3884, Page 1938**, in Bay County, Florida, and by these presents does assert and proclaim that it has no interest in such property pursuant to that Quit Claim Deed, and does release any apparent interest conveyed by the aforementioned Quit Claim Deed.

IN WITNESS WHEREOF, Bay County has caused these presents to be executed, this _____ day of _____, 2017.

Attest: _____
Bill Kinsaul, Clerk of Court

BAY COUNTY, FLORIDA

_____
William T. Dozier, Chairman

Approved as to Form:

_____
Holly K. Melzer
County Attorney's Office

Bay County Board of County Commissioners
Agenda Item Summary

Direct Services Extension

DEPARTMENT MAKING REQUEST/NAME:
CareerSource Gulf Coast Kimberly Bodine, Executive Director

MEETING DATE: 5/16/2017

REQUESTED MOTION/ACTION:
Board to approve and authorize the Chairman to sign the request for Extension to Provide Direct Services.

AGENDA
Outside Agencies - Consent

BUDGETED ITEM? N/A
BUDGET ACTION:
N/A
FINANCIAL IMPACT SUMMARY STATEMENT:
N/A

BACKGROUND:

The Department of Economic Opportunity (DEO) has notified CareerSource Gulf Coast that if it continues to offer Direct Services, it must formally request an extension to operate as a provider of Direct Services. CareerSource Gulf Coast has been delivering Direct Services since 2010, increasing efficiency and saving money. The notification from DEO (**Exhibit 1**) and CareerSource Gulf Coast's extension request (**Exhibit 2**) are attached.

ATTACHMENTS:

Description	Type
Exhibit 1 Notification from DEO	Exhibit
Exhibit 2 Direct Services Extension	Exhibit

Attachment 1

Donna Stapleton

From: Jennifer German
Sent: Friday, April 28, 2017 1:15 PM
To: Donna Stapleton
Subject: FW: Direct Service Providers' Need To Request Extensions
Attachments: Direct Service Provider Extension.docx; Direct Service Provider Extension.pdf

---

From: DEO Information [mailto:DEO.Information@deo.myflorida.com]
Sent: Thursday, April 20, 2017 12:17 PM
Subject: Direct Service Providers' Need To Request Extensions

Good afternoon,

Your area has been identified as being a Direct Provider of Services whose designation expires on June 30, 2017. This email serves two purposes:

- To learn if you intend to continue to be a Direct Service Provider beyond June 30, 2017; and
- Remind you of the requirement to submit an application for an extension to CareerSource Florida and DEO.

In order to continue to be a Direct Service Provider, your LWDB must declare its intentions to continue to be a Direct Service Provider (other than training services) to CSF and DEO by email to CSF's Mary Lazor (mlazor@careersourceflorida.com) and copy DEO's Trina Travis (Trina.Travis@deo.myflorida.com) no later than 5 pm on **April 24, 2017**. We will use your LWDB's email response to make a recommendation at the May CSF Board Meeting for your LWDB's extension as a Direct Service Provider. If your LWDB does not respond, it will no longer be allowed to provide direct services after June 30, 2017. A completed application for a 3-year extension must be received by CSF by **May 31, 2017**.

You are required to formally request an extension to operate as a direct provider of services (other than training) as outlined in final guidance 83. A request for extension must include the following information:

1. A review of how the provision of direct services during the prior period fit the business model that the local workforce development board (LWDB) proposed in its original request, and any proposed changes in the business model or the particular workforce services the LWDB intends to provide during the extension period.
2. The effective date for when the extension would begin.
3. The period of time, not to exceed three years for when the extension would be in effect.
4. A review of the LWDB's stated reasons in its previous request why the LWDB has decided to directly provide the workforce services, and an explanation of how it is still in the best interest of the LWDB's customers that the LWDB continue to provide these services.
5. A review of the effectiveness of the firewall established by the LWDB to clearly separate existing roles as oversight body for the region's workforce delivery system and its role as the operational services directly provided by the LWDB, and an explanation of changes to be made to the firewall.
6. An identification of the grant program(s) that fund the workforce service delivery model.

7. An analysis of the costs of the services that documents the actual reduction in costs with the LWDB providing the services rather than contracting that service to another provider, and an estimate of such costs and savings for the upcoming period.
8. A review of any other realized improvement to service delivery and performance outcomes, and description of anticipated improvements.
9. Documentation that the public was provided a meaningful opportunity for review and comment on the proposed extension for a period not less than 10 days. Any submitted comments must be included.
10. Documentation that the Chief Elected Official has agreed to the planned extension.

We have attached a copy of the Request for Extension for your convenience. Please return the completed form along with the above listed items to: mlazor@careersourceflorida.com and copy WIOA@deo.myflorida.com by **May 31, 2017.**

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Florida Department of Economic Opportunity
Bureau of One Stop and Program Support
Office: 850.245.7446
Trina.Travis@deo.myflorida.com
www.floridajobs.org

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REQUEST FOR EXTENSION TO PROVIDE DIRECT SERVICES

1. A review of how the provision of direct services during the prior period fit the business model that the local workforce development board (LWDB) proposed in its original request, and any proposed changes in the business model or the particular workforce services the LWDB intends to provide during the extension period.

   The provision of direct services during the prior year did fit the LWDB's business model as proposed in the initial request. CSGC currently delivers direct services in its outlying counties (Franklin and Gulf) and provides case management for participants in training in all three counties.

2. The effective date for when the extension would begin.

   The extension will begin July 1, 2017.

3. The period of time, not to exceed three years for when the extension would be in effect.

   The extension would be in effect from 7/1/17-6/30/20.

4. A review of the LWDB's stated reasons in its previous request why the LWDB has decided to directly provide the workforce services, and an explanation of how it is still in the best interest of the LWDB's customers that the LWDB continue to provide these services.

   The region's two reasons to request permission to deliver direct services were expediency and cost saving. The former continues to be a reason that this is working well for us. We've been able to quickly respond and get dollars invested in programs, mostly with current "boots on the ground" with added staff after the program launch (if needed). Changes in direction are effected quickly since the program is controlled by the board's staff, thus the distance between decision and implementation is shorter.
   An analysis of cost savings is discussed in item 7 below.

5. A review of the effectiveness of the firewall established by the LWDB to clearly separate existing roles as oversight body for the region's workforce delivery system and its role as the operational services directly provided by the LWDB, and an explanation of changes to be made to the firewall.

REQUEST FOR EXTENSION TO PROVIDE DIRECT SERVICES

The firewall described when CSGC first began delivering direct services remains in place and continues to serve its purpose. The CSGC Board of Directors provides overall policy that staff releases as guidance to our service providers and staff delivering direct services. CSGC contracts out its One Stop Operator functions.

6. An identification of the grant program(s) that fund the workforce service delivery model.

- ✓ Workforce Innovation and Opportunity Act: Adult, Dislocated Worker and Youth
- ✓ Wagner-Peyser
- ✓ Jessie Ball duPont Port St. Joe Capacity Building Fund
- ✓ US Department of Commerce Failed Fisheries
- ✓ TANF
- ✓ SNAP
- ✓ UC/RA
- ✓ DVOP
- ✓ LVER
- ✓ Military Spouse
- ✓ RESEA
- ✓ Displaced Homemaker

7. An analysis of the costs of the services that documents the actual reduction in costs with the LWDB providing the services rather than contracting that service to another provider, and an estimate of such costs and savings for the upcoming period.

We are saving 3% indirect on tuition that was passed through one of our contracts which provided case management for individuals in classroom training. This contract also included a financial coordinator. We have streamlined the financial portions of this activity to the point that it has become half of the senior bookkeeper's workload. Our total savings with just those two advantages are $32,600.00. We realized those savings along with the costs of a program supervisor at the service provider level at $56,700.00 and an additional $28,944.00 from taking in another training case management contract per year.

An estimate of the costs and savings for the upcoming three year extension period is $354,732.00.

REQUEST FOR EXTENSION TO PROVIDE DIRECT SERVICES

8. A review of any other realized improvement to service delivery and performance outcomes, and description of anticipated improvements.

The direct delivery of services by Board staff has, we believe, played a role in the top performance by CSGC on the Performance Funding Model measures and the WIA Common Measures. Youth measures were missed in 2014-2015 due to the close out of a large in-school youth program, however, all other measures have been met or exceeded in that year and all measures met or exceeded in the subsequent year. We anticipate that CSGC's performance will continue to be in the top quartile of the state.

The distance from Front Line service delivery to highly experienced board staff is very short which results in the rapid resolution of issues and establishment and implementation of new protocols.

9. Documentation that the public was provided a meaningful opportunity for review and comment on the proposed extension for a period not less than 10 days. Any submitted comments must be included.

The proposed extension was posted to the CSGC website from 4/28/2017 to May 8, 2017 and any comments received will be submitted to DEO.

10. Documentation that the Chief Elected Official has agreed to the planned extension.

Signature pages are attached.

Local Workforce Development Board
Request for Extension to Provide Direct Services

LWDB Number: 4 LWDB Name: CareerSource Gulf Coast

Contact Name: Jennifer German

Contact Phone Number: 850-913-3285

The Local Workforce Development Board seeks to extend its designation as a direct service provider of certain services by agreement of the Chief Elected Official and the Governor. This extension to the designation of the Local Workforce Development Board as a direct service provider of certain services is to be effective for the period July 1, 2017 through June 30, 2020.

The signatures below certify agreement to the request for extension submitted by the Local Workforce Development Board and the assurance that the Local Workforce Development Board will operate in accordance with this extension, its Workforce Service Plan, and applicable federal and state laws and regulations.

Chief Elected Official	**Chairman, Local Workforce Development Board**
_____	_____
Signature	Signature
William Dozier	John Reeves
Name (printed or typed)	Name (printed or typed)
Bay County BOCC Chairman	Chairman
Title	Title
_____	_____
Signature Date	Signature Date

Bay County Board of County Commissioners
Agenda Item Summary

FY17 Annual Resurfacing Phase I Contract Award

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

MEETING DATE: 5/16/2017

REQUESTED MOTION/ACTION:
Board: 1) Award the Base Bid to C. W. Roberts Contracting, Inc. for the FY17 Annual Resurfacing Phase I in the amount of $791,909.23; and authorize the Chairman to execute and modify the contract **(EXHIBIT 2)**; and, 2) Authorize contingency and testing funds in the amount of $79,190.93 (10%). **(DISTRICT IV)**

AGENDA
Public Works - Consent

BUDGETED ITEM? Yes
BUDGET ACTION:
0102-5616310
FINANCIAL IMPACT SUMMARY STATEMENT:
PROJECT FUNDED BY INFRASTRUCTURE SALES TAX.

BACKGROUND:
The FY17 Annual Resurfacing Phase I project will resurface Silver Lake Rd, Center Dr, and Camellia St. **(EXHIBIT 1).** On March 20, 2017 a request for bids was advertised for FY17 Annual Resurfacing Phase I. On April 5, 2017 a pre-bid meeting was held and the following responses were received and opened on April 20, 2017.

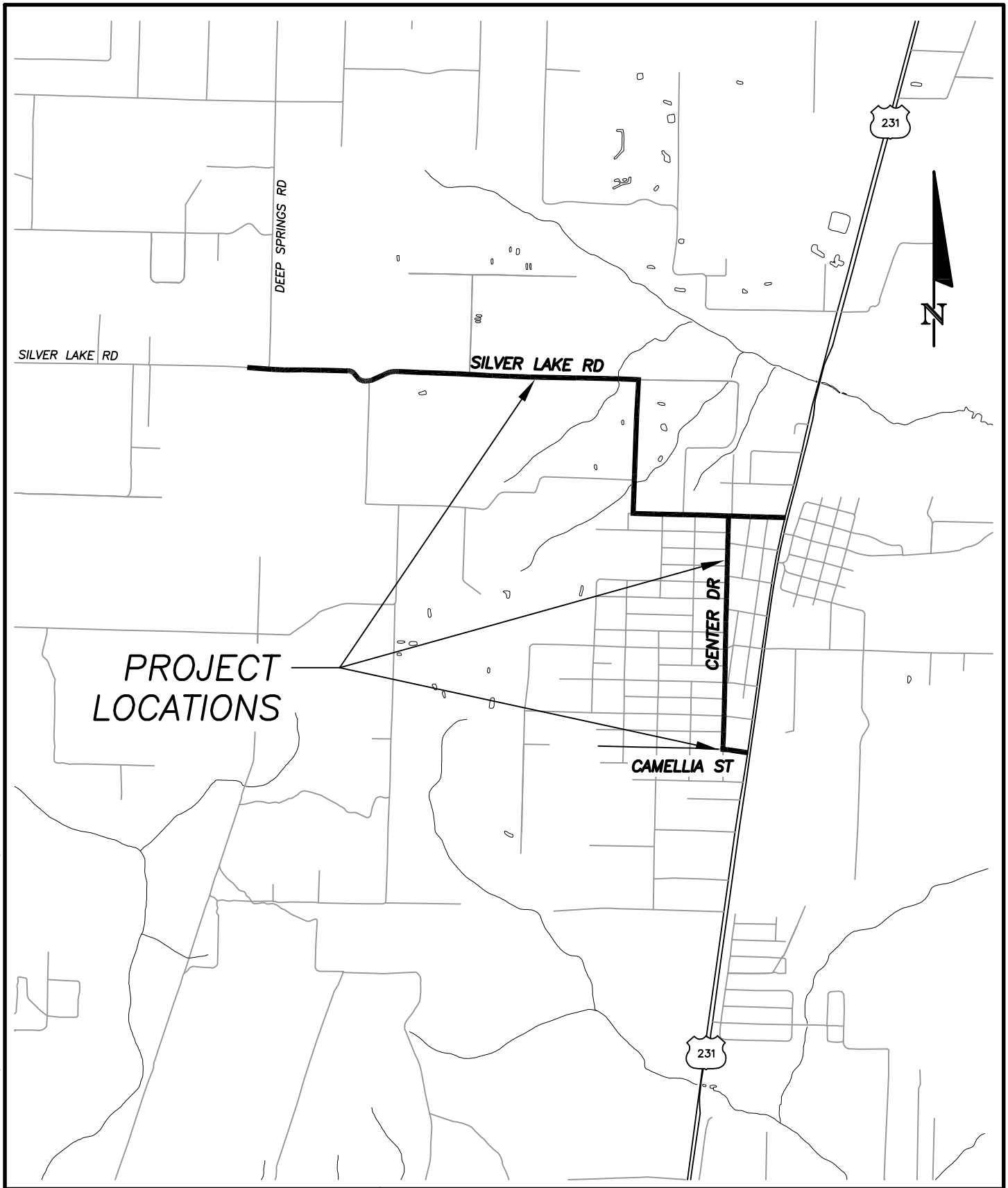
BIDDERS	BASE BID
C.W. Roberts Contracting, Inc.	**$791,909.23**
Roberts and Roberts, Inc.	$844,252.76
Anderson Columbia Co., Inc.	$936,513.02
GAC Contractors, Inc.	$950,337.30

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

ATTACHMENTS:

Description	Type
FY17 Annual Resurfacing Exhibit 1	Exhibit
CW Roberts 17-21 FY17 Annual Resurfacing Phase 1 Exhibit 2	Exhibit

EXHIBIT 1



ENGINEERING DIVISION
BAY COUNTY GOVERNMENT CENTER
840 W. 11th STREET
PANAMA CITY, FL 32401
PHONE: (850) 248-8301

FY 17 ANNUAL RESURFACING – PHASE 1
SILVER LAKE RD., CENTER DR. & CAMELLIA ST.
LOCATION MAP

SCALE	DATE DRAWN	BY	CHECKED BY	PROJECT#	PAGE
NTS	04/24/17	LW	MM	7548	1 of 1

S:\C3D\7548 FY17 ARS Collector Rds\dwg\7548 Collector Rds Loc Map.dwg ~ Date plotted: April 24, 2017 – 11:09am

CONTRACT 17-21
FY17 Annual Resurfacing Phase 1
(Silver Lake Rd., Center Dr., & Camellia St.)

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

1. Scope of Work

The County desires to hire Contractor provide all necessary labor, supervision, equipment, and supplies to resurface approximately 3.5 miles of Bay County roads to include Silver Lake Road (2.5 miles), Center Drive (0.9 miles), and Camellia Street (0.1 miles). The project will consist of earthwork operations, replacement of an existing cross drain, some crack relief, base repair in selected areas, paving, and stabilization of all disturbed areas.

The Contractor will perform those services in accordance with the Bay County construction plans titled "FY 17 Annual Resurfacing – Phase 1 (Silver Lake Rd, Center Dr, Camellia St)" dated February 10, 2017, FDOT Standard Specifications for Road and Bridge Construction 2016 as implemented by the attached **Exhibit 1**, titled "Specifications Package", (the "Project"). The Contractor hereby agrees to provide such services to the County according to ITB 17-21 FY17 Annual Resurfacing Phase 1, said documents being incorporated into this agreement as if fully set out herein, and the Contractors response thereto, said documents being attached as **Exhibit 2**, to the extent they are not inconsistent with this agreement.

2. Term

This Contract shall commence upon the date of receipt of the "Notice to Proceed" and work shall be completed in 120 calendar days. Should the Contractor fail to complete the work by the specified date, the Owner shall deduct from the Contract Sum the amount of $1,584.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and receipted by the Engineer as being completed. For purposes of time calculation, day one of the project is the calendar day after the date of the Notice to Proceed.

3. Contract Price

The Contractor agrees that for the performance of the work described in Section 1 above and the contract documents; it shall be remunerated by the County according to the unit prices contained in the Contractor's price proposal contained in Exhibit 2.

4. Payments

a. Notwithstanding anything to the contrary herein, the County shall pay the Contractor for services performed under this Contract in accordance with the Local Government Prompt Payment Act (F.S. §218.70, et seq.) Pay requests shall be sworn statements based upon the progress made and submitted to the County on a monthly

basis. Payment by the County to the Contractor of the statement amount shall be made within twenty (20) days after approval of the Engineer and submitted to the County. Ten percent (10%) retainage shall be held at the discretion of the County and the Engineer; the 10% retainage shall be reduced to 5% at 50% completion of the work.

b. Final Payment - Final payment constituting the unpaid balance of the 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 Engineer shall list those items prior to receiving final payment and the County may retain a sum equal to 150% of the estimated cost of completing any unfinished work and the applicable portion of the Contractor's retainage, provided that said unfinished items are listed separately and estimated cost of completing any unfinished items are likewise listed separately. Thereafter, County shall pay to Contractor, monthly, the amount retained from each incomplete item after each of said items is completed.

c. Payments to Subcontractors - The Contractor shall promptly, but not later than 10 days after receipt of payment from the County, pay all the amount due subcontractors less a retainage of ten percent (10%). If there should remain items to be completed, the Contractor and Engineer shall list those items required for completion and the Contractor shall require the retainage of a sum equal to 200% 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.

d. Delayed Payments by County - If the County shall fail to pay the Contractor within 20 days after the receipt of an approved payment request from the Contractor, then the Contractor may, upon fourteen (14) additional days advance written notice to the County and the Engineer 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.

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

5. Independent Contractor

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

6. Contractor's Personnel

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

7. Cooperation

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

8. Materials, Supplies, Etc.

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

9. Records / Audits

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

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

b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law

for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

d. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

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

10. Public Records Custodian

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

11. County Representative

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

12. Laws, Rules and Regulations

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

b. Illegal Alien Labor: Contractor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to

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

13. Warranty

The Contractor shall fully warrant all workmanship and material, in the performance of the obligations under this contract, for a period of one (1) year after completion of the work. The warranty period begins at the date of final payment for the project. The Contractor shall expeditiously repair and remedy any defects in the construction that are discovered within one (1) year, without cost or charge to the County. In the event the Contractor fails, within five days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the repair or remedy, the County may have the work done at the Contractor's expense or may proceed against the Contractor's performance or labor and material bond.

14. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance and comply with the Bay County Insurance Requirements which are attached as **Exhibit 3** to this Contract and incorporated by reference.

15. Hold Harmless and Indemnification

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

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

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

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

16. Duty to Pay Defense Costs and Expenses3

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

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

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

c. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

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

17. Notices

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

For the County:	For the Contractor:
Bay County Public Works Department	C.W. Roberts Contracting, Inc.
Attn: Josee Cyr	Attn: Todd Castleberry
840 W. 11th Street	1603 Bay Avenue
Panama City, FL 32401	Panama City, FL 32405

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

18. 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.

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. 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.

21. Termination for Cause

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

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

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

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

22. 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.

23. 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.

24. Governing Law & Venue

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

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

Executed by:

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA

By: _____
William T. Dozier, Chairman

Attest:

_____
Bill Kinsaul, Clerk of Court

Approved as to form

_____
Office of Bay County Attorney

C. W. ROBERTS CONTRACTING, INC.

By: _____
(Authorized Representative)

Its: _____

State of _____
County of _____

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

_____
Notary Public

EXHIBITS:
1. Specifications Package
2. Contractor's Response to ITB 17-21
3. Insurance Requirements

EXHIBIT 1
SPECIFICATIONS PACKAGE

February 14, 2017
PREPARED BY: PES/Consult. EOR

ATTACHMENT 2
SPECIFICATIONS PACKAGE

The January 2017 edition of the Florida Department of Transportation Standard Specifications is revised as follows:

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

Signature
and Seal: _____

Date: _____
Engineer of Record: MARC H. MACLEAN, P.E.
Fla. License No.: 78628
Firm: BAY COUNTY PUBLIC WORKS DEPARTMENT
840 WEST 11TH STREET
PANAMA CITY, FLORIDA 32401
Certificate of Authorization: (NUMBER)
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SPECIAL PROVISIONS

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

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

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

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

2. The hours of work shall be 7:00 A.M. until 30 minutes prior to sundown Monday through Friday. No work is to be done in the period from December 24th through the following January 1st. These days off will be added to the contract time, but no additional compensation for delays will be allowed. No work shall be done on the Friday immediately preceding Memorial Day, or Labor Day. Contract time

will be charged during holiday and weekend periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods or weekend periods.

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

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

5. Substantial Completion - For a unit price contract a project is substantially complete when all the work, as specified in the plans and list of pay items, has been completely installed. For a lump sum contract, a project is substantially complete when all the work specified by the plans and specifications are complete and the county can enjoy beneficial use or occupancy and may use, operate and maintain the project in all respects and for its intended purpose as determined by the County's Designated Representative. The Contractor will not be charged liquidated damages for any days on or after the substantial completion date, but retainage will be withheld until all punchlist items are completed.

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

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

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

9. The Contractor must submit in writing to the County Engineer any claims for compensations due to delays. The County will not compensate the Contractor for any delays for any reason unless five days (excluding Saturdays, Sundays and holidays) have elapsed from the start of work stoppage. The first day of any claims shall be on day six of the work stoppage. This shall apply to each work stoppage. In order to submit a valid claim for work stoppage, the Contractor must submit a schedule made using the critical path method which shows the early start, late start, early finish, late finish and the critical path. The County expects the Contractor to use forces and equipment on any item of work that can be completed during the delay. The Contractor's claim must show the delay is due to the controlling item of work as shown on the critical path method schedule. After five work days if the County deems the delay claim to be valid, the Contractor's claim shall only be for labor, equipment and materials that are delayed due to the controlling work item. If the County Engineer determines the Contractor forces and equipment can be used on other work items during the delay, no compensation will be given for these forces and equipment.

10. The Contractor fully warrants all workmanship and material, in the performance of his obligation under this contract, for a period of one (1) year after completion of the work described in this Contract. The warranty period begins at the date of final payment for the project. The Contractor shall forthwith repair or remedy any defects in the construction done by him, discovered within one (1) year, without cost or change to the Owner. In the event the Contractor fails, within five days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the correction of the defect, then the Owner may have the work done at the Contractor's expense or may proceed against the surety bond.
11. Unless otherwise stated in the contract documents, the term furnish shall be interpreted as meaning furnish and install, which shall include the full cost of materials, labor and equipment to furnish and install a complete item to include satisfactorily completion of all testing requirements.

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

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

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

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

FDOT SPECIFICATIONS DIVISION I – GENERAL REQUIREMENTS & COVENANTS

DEFINITIONS

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

Department.
Bay County.

Engineer.
The Professional Engineer, registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, acting as the project's Construction Engineering Inspection Manager. The Engineer may be County in-house staff or a consultant retained by the County.

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

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

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY.

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to

verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

FDOT SPECIFICATIONS DIVISION II – CONSTRUCTION DETAILS

Section 102 – Maintenance of Traffic

1. Contractor at Contractor's expense shall give residents and businesses located on the project right-of-way 48 hours notice of start of construction and have maintenance of traffic signage in place prior to beginning any construction. The County will provide door hanger type notices to the Contractor. Contractor personnel shall distribute to each business and resident 24 hours prior to starting any operations that could prevent access to any residence or business. The Contractor should include the cost of these notifications in their maintenance of traffic (MOT) costs.

2. When traffic signs are located within the area of construction, the Contractor shall notify the County Inspector for approval to remove, re-set, or relocate any sign. The Contractor shall reinstall any disturbed mailboxes or signs to existing or acceptable condition.

3. Lane closure restrictions are:
   From 6:00 a.m. to 8:00 a.m. and 4:30 p.m. to 6:30 p.m. - no lane closure. At the discretion of the County Engineer, if lane closure causes extended congestion, the Contractor shall be directed to reopen the closed lane(s) until such time as the traffic flow has returned to normal.

   All lanes must be reopened to normal traffic within 12 hours during and evacuation notice of a hurricane or other catastrophic event and shall remain open for the duration of the evacuation or event as directed by the County Engineer.

4. Any road closures will require a minimum of 10 working days notice and County manager approval prior to closure. The Contractor, at Contractor's expense shall be responsible for designing and implementing a detour plan, to include signage. Two working days in advance of any road closure, the Contractor shall post signage that can be clearly read by the traveling public notifying the public of the road closure.

5. In the event that law enforcement is required for maintenance of traffic, the Contractor shall pay all costs.

Section 104 – Prevention, Control, and Abatement of Erosion and Water Pollution

1. The erosion control plan shown in the drawing package denotes a minimum requirement for the project. It may not meet all the requirements of a stormwater pollution prevention plan required for the NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

2. Contractor shall be responsible for obtaining coverage under the Florida Department of Environmental Protection NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities for all projects disturbing one (1) acre or more. The cost of all items and work required to implement the conditions of the NPDES Generic Permit for Stormwater Discharge shall be included in the Contractor's bid.

3. Unless otherwise directed by the County Engineer, all areas disturbed by construction shall be seeded and mulched or sodded within five (5) days after construction in that area.

4. Contractor, at Contractor's expense, shall maintain all sodded and seeded areas in accordance with the plans. Contractor shall guarantee sodding and seeding for a period of ninety (90) days after issuance of Certificate of Completion. During the guarantee period, the Contractor shall replace at no cost to the County, any sod or grass that dies or is not established 90 days after seeding or sod placement, if the causes for such defects are traced to negligence or poor workmanship by the Contractor. Any sod or grass missing or defective shall be replaced in a manner satisfactory to the County Engineer. In case of any doubt as to the condition and satisfactory establishment of the sod, the County Engineer may allow the sod or grass to remain through another 90 day establishment period. After which time the sod or grass in question, if found to be dead or in an unhealthy or badly impaired condition shall be replaced by the Contractor at no cost to the County. Contractor shall also be responsible for maintenance of grass including mowing to keep grass a maximum of 6 inches in height during the project and through the 90 day warranty period.

5. In general, seed with Pensacola Bahia grass, except in sandy areas, then use unhulled Bermuda. Add temporary grass seeds as appropriate for the season. In urban areas where lawns are maintained in the right of way, the Contractor shall sod or seed to match existing grass or sod at no additional cost to the County. During the months of October through February overseed all sodded areas with temporary grass seed. Seeding rates are as follows:

Type of Seed	Coastal (Mar.-Nov.)	Coastal (Nov.-Mar.)	Inland (Mar.-Nov.)	Inland (Nov.-Mar.)
	Seeding rate (lb/Ac)	Seeding rate (lb/Ac)	Seeding rate (lb/Ac)	Seeding rate (lb/Ac)
Unhulled Bermuda[2]		90		20

Hulled Bermuda[2]	60		15	
Bahia (Argentine or Pensacola)			180	180
Annual Rye Grass		90		90

Notes:

Table from FDOT 2000 Standard Specification for Road and Bridge Construction. Bermuda shall not be used in areas adjacent to existing or proposed landscaping.

6. When hydroseeding is used, Contractor shall submit hydro-seeding mix to the County Engineer for approval. Mix shall include permanent and temporary seed, fertilizer, mulch, and soil seal. The mix shall give a seeding, mulching and fertilizing rate that is equal to or greater than the seeding rates specified in the table above and meeting standards for hydroseeding technology.

7. Seeding may only be used on slopes less than 4:1 horizontal to vertical (H:V). Sod all slopes between 4:1 and 2:1 H:V slopes. Use lapped and pinned sodding or erosion control blankets for all slopes between 2:1 and 1:1 H:V. Use retaining walls or sand cement riprap for slopes greater than 1:1 (H:V).

8. When working in the waters of the state under a state or federal regulatory permit, the Contractor shall take water samples as directed by the conditions of the permit.

Section 105 – Contractor Quality Control General Requirements

1. The Contractor shall have the following Florida Department of Transportation (FDOT) plant and laboratory approvals:
    a. An FDOT approved asphaltic concrete production plant.
    b. An FDOT approved asphaltic concrete laboratory at the asphalt production plant.

2. The contractor shall provide at or prior to the pre-award meeting personnel certifications meeting the requirements of FDOT Specification Section 105-8.

3. The contractor shall provide a Florida Department of Environmental Protection qualified Stormwater Management Inspector who shall inspect the construction site in accordance with the Pollution Control Inspection Plan and the Stormwater Pollution Prevention Plan for the NPDES Construction Permit.

Section 110 – Clearing and Grubbing

1.The Contractor shall protect from disturbance or damage all land monuments and property markers. All disturbed land monuments and property markers shall be properly restored to original condition at Contractor's expense.

Section 120 – Earth Work and Related Operations

1. The County does not have a resolution testing lab. If deemed necessary, the Contractor must be willing to use an FDOT certified laboratory that is mutually acceptable to the County and the Contractor for any resolution testing. The Contractor will retain and store any resolution test samples.

2. The County shall not compensate the Contractor for overhaul of excavated materials. The Contractor shall include the cost of such overhaul in the unit price for excavation or embankment, as applicable.

3. The Contractor shall stockpile, except in the area denoted in the roadway plans, and use all suitable excavated materials on the jobsite and haul off any excess upon completion of the job. Topsoil shall be stored in a separate stockpile in the County right of way or as directed by the County Engineer except the area denoted in the roadway plans.

Section 327 – Milling of Existing Asphalt Pavement

1. Asphalt concrete millings are to remain property of the County unless otherwise noted on the plans. The Contractor shall haul the asphalt concrete millings to the stockpile designated by the County Public Works Department Roads and Bridges Division. Call the Bay County Roads and Bridges Division (phone 850-248-8810) to obtain the stockpile locations.

Section 334 – Superpave Asphalt Concrete

1. The County does not have a resolution testing lab. If deemed necessary, the Contractor must be willing to use an FDOT certified laboratory that is mutually acceptable to the County and the Contractor for any resolution testing. For plant and roadway asphaltic concrete acceptance, Contractor is to utilize all methods of construction quality control testing and frequency of testing in accordance with FDOT 2016 Specification.

2. For all paving contracts, the asphalt concrete supplier shall allow County personnel or their designated representatives to inspect the asphalt production plant and laboratory, and to monitor the on-site laboratory testing of asphaltic concrete during production runs for County projects. If County personnel or their designated representatives need take asphalt concrete samples from the trucks at the asphalt plant or at the job site the Contractor shall provide a safe platform for taking the samples.

3. The Contractor shall stop production of asphaltic concrete in time for the mix to be placed and finished 30 minutes prior to sundown. If the contractor predicts

such operations cannot be completed prior to sundown, approval must be obtained from the County.

4. The County will not allow asphaltic concrete to be produced or placed until the County Inspector and Contractor have received satisfactory test results and certified the base to be suitable for paving.

5. Segregated aggregate, surface bumps and depressions, bleeding asphalt concrete, clay balls, poor aggregate gradation, asphalt content out-of-tolerance from the job mix formula, poor joint construction, and noncompliance with the rolling procedures may all result in rejection of the asphalt concrete by the County. In such cases the Contractor, at Contractor's expense, shall remove and replace the asphalt concrete, or overlay the existing pavement with suitable material. The choice to remove and replace, or overlay the deficient asphalt concrete shall be made by the County Engineer.

6. The County will not accept nor pay for any asphaltic concrete placed without a County Inspector on-site during the entire paving operation. To receive payment for paving materials, the Contractor must give the County Inspector a materials delivery ticket showing mix design, the truck number, the tonnage, the date, and the job name. Contractor's failure to give the delivery ticket to the inspector may result in the County not paying for the material. If the paving schedule changes the Contractor must give the County Inspection office 48 hours (2 work days exclusive of Saturday and Sundays) in advance of the beginning of paving. Failure to give the 48 hours notification will result in shutdown of the paving operation by the County Inspector or County Engineer.

7. The Contractor shall utilize a Material Transfer Vehicle (MTV) on any single road with the total combined lane length of 1.0 mile or greater.

Section 346 – Portland Cement Concrete

1. The Contractor shall stop production of portland cement concrete in time for the mix to be placed and finished 30 minutes prior to sundown.

2. The County will not allow Portland cement concrete to be produced or placed until the County Inspector and Contractor have received satisfactory test results and certified the base to be suitable for concrete placement. The County will not accept or pay for any Portland cement concrete placed without a County Inspector being on site to observe placement, and the County requires 48 hours notice to schedule its inspectors.

Section 400 – Concrete Structures

1. County Inspector must be present during placement of all concrete. The County will not pay for any concrete placed without a County Inspector present. Contractor shall give 48 hours (2 workdays) advance notice to the County Inspector prior to placement.

Section 425 – Inlets, Manholes, and Junction Boxes

1. Unless otherwise approved by the County Engineer, inlet basins shall have sump bottoms with drain constructed in accordance with FDOT Index 201 Sheet 2.

Section 430 – Pipe Culverts

1. The County does not have a resolution testing lab. If deemed necessary, the Contractor must be willing to use an FDOT certified laboratory that is mutually acceptable to the County and the Contractor for any resolution testing. The Contractor will retain and store any resolution test samples.

2. Unless otherwise shown on the plans, the cost per linear foot for the installation of any drainage pipe or structure under a roadway that requires a roadway cut shall include the cost of patching the roadway cut in accordance with the requirements of the Bay County Utility Accommodation Guide, dated March 1992.

3. Only RCP, ERCP, and HDPE meeting requirements of the FDOT specifications are suitable for County projects. Only concrete pipe will be allowed for cross drains and concrete or HDPE pipe will be allowed for side drains. Asphalt coated metal pipe will only be allowed under driveways with concrete mitered ends.

4. The Contractor shall excavate, construct and place all pipelines, concrete work, fill, and bedding rock, in the dry. In addition, the Contractor shall not make the final 24 inches of excavation until the water level is a minimum of one foot below proposed bottom of excavation. For purposes of these specifications, “in-the-dry” is defined to be within 2% of the optimum moisture content of the soil. The County reserves the right to ask the Contractor to demonstrate that the water level is a minimum of one foot below proposed bottom of excavation before allowing the construction to proceed.

Section 530 – Riprap

1. The riprap shall be a durable stone with a minimum unit weight of 165 pounds per cubic foot. Riprap gradation shall consist of reasonably well graded durable rock with a medium stone size of 80 pounds and not over 10 percent larger than 200 pounds. There shall be sufficient small stones and spalls to approximately fill the void between the larger stones.

SUPPLEMENTAL SPECIFICATIONS

312 BITUMINOUS CRACK RELIEF LAYER.

SECTION 312
BITUMINOUS CRACK RELIEF LAYER

312-1 Description.

Construct a crack relief layer composed of a separate application of bituminous material covered with a single application of aggregate.

312-2 Composition and Proportioning.

Use the composition and proportioning for the crack relief layer as shown in the table below. The range of bituminous material and cover material are approximate. The Engineer may increase or decrease the range.

NON SI UNITS			
Proportions For Crack Relief Layer			
		Bituminous Material gal/yd^2	
Aggregate Grade	Cover Material ft^3/yd^2	Asphalt Cement	Emulsified Asphalt
67	0.32 - 0.38	0.20 - 0.30	0.29 - 0.43

SI UNITS			
Proportions For Crack Relief Layer			
Aggregate Grade	Cover Material m^3/m^2	Bituminous Material L/m^2	
		Asphalt Cement	Emulsified Asphalt
67	0.011 - 0.013	0.9 - 1.4	1.3 - 1.9

312-3 Materials.

Meet the following requirements:

(1) Bituminous Material:

Emulsified Asphalt……..2016 FDOT Standard Specification 916-4

(2) Cover Material:

Stone, Slag, or Crushed Gravel.....…2016 FDOT Standard Specification 901

312-4 Equipment.

312-4.1 Pressure Distributor: Provide a pressure distributor that meets the requirements of 300-3.1.

312-4.2 Spreading Equipment: Provide sufficient trucks and aggregate spreaders at the site of the work to ensure continuous spreading of the aggregate on the uncovered bituminous material. Use a spreader of the mechanical type that is self-supported (towed) or self-propelled and is capable of producing a smooth, uniform distribution of the cover material. Do not use spreaders of the type attached directly to the rear of the truck body (tail gate spreaders).

312-4.3 Rollers: Provide pneumatic-tired traffic type rollers equipped with at least seven smooth-tread, low-pressure tires and capable of carrying a gross load of at least 8 tons [7 metric tons]. Maintain the inflation of the tires such that in no two tires the air pressure varies more than 5 psi [35 kPa]. Load the traffic roller as directed by the Engineer.

312-5 Limitations to Width of Application.

Confine the application of bituminous and cover material to one lane at a time, leaving all additional lanes open to traffic.

312-6 Preparation of Road Surface.

312-6.1 Cleaning: Sweep the surface to be covered clean and free of sand, dirt, dust, and other deleterious material by means of mechanical rotary sweepers or other approved methods, and keep the surface free from moisture.

312-6.2 Condition of Underlying Surface: Do not construct the crack relief layer over any loose or unstable pavement that results in excessive penetration of the cover material during the rolling operations.

312-7 Protection of Adjacent Surface.

Where constructing a crack relief layer adjacent to curb and gutter, valley gutter, or any other concrete surface, cover the concrete surfaces with heavy paper or other protection approved by the Engineer during application of bituminous material. Immediately remove any bituminous material deposited on such concrete surfaces.

312-8 Weather Limitations.

Do not apply bituminous material when the air temperature in the shade and away from artificial heat is less than 45ºF [4ºC] or when weather conditions or the surface conditions are otherwise unfavorable.

312-9 Application of Bituminous Material.

312-9.1 Distributor Pressure: After cleaning the surface to be treated to the satisfaction of the Engineer, uniformly spray the bituminous material over the surface by means of a pressure distributor. Use a distributor that maintains a consistent pressure of at least 20 psi [135 kPa], but not more than 75 psi [520 kPa].

312-9.2 Application Temperatures: For emulsified asphalt, maintain an application temperature between 140 and 180ºF [60 and 82ºC].

312-9.3 Uniformity of Distribution: Adjust and operate the distributor to maintain an even and uniform distribution of the bituminous material. Immediately

remove excessive deposits of bituminous material upon the road surface caused by stopping or starting the distributor, by leakage, or otherwise.

312-9.4 Limitations to Application: Ensure that the area to be covered by any one application of bituminous material is no greater than the aggregate can cover without interruption due to limitations of hauling and spreading equipment or to any other cause.

312-10 Spreading Cover Material.

312-10.1 Spreading: Spread the cover material immediately following the application of bituminous material. Uniformly distribute the cover material over the bituminous surface in one course. Do not drive trucks, spreaders, or other vehicles on the uncovered bituminous material.

312-10.2 Brooming and Dressing: Immediately after applying the cover material, broom the surface in order to secure a uniform distribution of cover material and a smooth surface. Place additional aggregate by hand on any areas not properly covered. If deemed necessary by the Engineer, drag the surface with a light drag broom or other dragging equipment approved by the Engineer, of a type that will not disturb the embedded aggregate. Supplement this operation by additional hand brooming until obtaining a smooth and even surface. Repeat the dragging and brooming, in conjunction with the rolling, for as long as required to ensure a uniform surface.

312-11 Rolling.

Immediately after the spreading and dragging of cover material, roll the entire surface. Begin rolling at the edge of pavement, and progress toward the centerline, uniformly lapping each preceding pass and thoroughly covering the entire surface. During rolling, perform additional dragging and hand brooming as specified in 312-10.2.

312-12 Surface Requirements.

Remove all joints or portions of the completed surface that are defective, not properly finished, or not in conformance with these Specifications, and replace them with a satisfactory surface. The Department will not pay for the defective work and its removal.

312-13 Covering Crack Relief Layer.

Cover the crack relief layer with an asphalt concrete layer prior to opening it to traffic.

312-14 Method of Measurement.

312-14.1 Bituminous Material: The quantity to be paid for will be the volume, in gallons [liters], applied on the road and accepted, determined as provided in 2016 FDOT Standards Specifications 300-9.

312-14.2 Cover Material: The quantity to be paid for will be the area, in square yards [square meters], applied on the road and accepted, determined by surface area.

312-15 Basis of Payment.

312-15.1 Bituminous Material: Price and payment will be full compensation for furnishing all the materials and for heating, hauling, and applying.

312-15.2 Cover Material: Price and payment will be full compensation for all the work described in this Section, except for the work paid for under the item of Bituminous Material.

312-15.3 Payment Items: Payment will be made under:

Item No. Misc. 1- Bituminous Material - per gallon.

Item No. Misc. 2- Cover Material for Crack Relief Layer - per square yard.

320 HOT MIX ASPHALT – PLANT METHODS AND EQUIPMENT.

(REV 3-24-16) (FA 3-30-16) (7-16)

SUBARTICLE 320-3.3.2 is deleted and the following substituted:

320-3.3.2 Storage: Equip asphalt binder storage tanks to heat the liquid asphalt binder to the temperatures required for the various mixtures. Heat the material in such a manner that no flame comes in contact with the binder. Heat or insulate all pipe lines and fittings. Use a circulating system of adequate size to ensure proper and continuous circulation during the entire operating period. Locate a thermometer, reading from 200 to 400°F, either in the storage tank or in the asphalt binder feed line. Maintain the asphalt binder in storage within a range of 230 to 370°F in advance of mixing operations. Locate a sampling device on the discharge piping exiting the storage tank or at a location as approved by the Engineer. Provide a metal can of one quart capacity for binder sampling at the request of the Engineer.

SUBARTICLE 320-6.1 is deleted and the following substituted:

320-6.1 Mixing: After the aggregate is dried and properly proportioned, mix the aggregate, along with any other components, with the asphalt binder to produce a thoroughly and uniformly coated mixture. Do not produce the mix by altering the component blend percentage of the RAP or sand by more than plus or minus 5.0% from the job mix formula on the approved mix design. For mix designs using fractionated RAP, the combined blend change for all RAP components must not exceed plus or minus 5.0%. The plus or minus 5.0% maximum component change does not apply to crushed virgin aggregate components during production.

334 SUPERPAVE ASPHALT CONCRETE.

(REV 2-12-16) (FA 3-30-16) (7-16)

SUBARTICLE 334-1.2 is deleted and the following substituted:

334-1.2 Traffic Levels: The requirements for Type SP Asphalt Concrete mixtures are based on the design traffic level of the project, expressed in 18,000 pound Equivalent Single Axle Loads (ESAL's). The five traffic levels are as shown in Table 334-1.

Table 334-1 Superpave Traffic Levels	
Traffic Level	Traffic Level ($1x10^6$ ESAL's)
A	<0.3
B	0.3 to <3
C	3 to <10
D	10 to <30
E	≥30

The traffic levels for the project are as specified in the Contract Documents. A Type SP mix one traffic level higher than the traffic level specified in the Contract Documents may be substituted, at no cost to the Department (i.e., Traffic Level B may be substituted for Traffic Level A, etc.). As an exception, the same traffic level and binder type that is used for the mainline traffic lanes may be placed in the shoulder at no additional cost to the Department.

SUBARTICLE 334-5.1.2 is deleted and the following substituted:

334-5.1.2 Acceptance Testing Exceptions: When the total combined quantity of hot mix asphalt for the project, as indicated in the Plans for Type SP and Type FC mixtures only, is less than 2000 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may require the Contractor to run process control tests for informational purposes, as defined in 334-4, or may run independent verification tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, open-graded friction courses, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, gore areas, or any course with a specified thickness less than 1 inch or a specified spread rate that converts to less than 1 inch as described in 334-1.4. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only per the requirements of 330-7.7. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet (continuous) in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes or ramps. Do not perform density testing for acceptance in situations where the areas requiring density testing is less than 50 tons within a sublot.

Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. A random core location that occurs within the intersection shall be moved forward or backward from the intersection at the direction of the Engineer.

Where density testing for acceptance is not required, compact these courses (with the exception of open-graded friction courses) in accordance with the

rolling procedure (equipment and pattern) as approved by the Engineer or with Standard Rolling Procedure as specified in 330-7.2. In the event that the rolling procedure deviates from the procedure approved by the Engineer, or the Standard Rolling Procedure, placement of the mix shall be stopped.

The density pay factor (as defined in 334-8.2) for areas not requiring density testing for acceptance will be paid at the same density pay factor as for the areas requiring density testing within the same LOT. If the entire LOT does not require density testing for acceptance, the LOT will be paid at a density pay factor of 1.00.

SUBARTICLE 334-5.4.1 is deleted and the following substituted:

334-5.4.1 Lost or Missing Verification/Resolution Samples: In the event that any of the Verification and/or Resolution asphalt mixture samples that are in the custody of the Contractor are lost, damaged, destroyed, or are otherwise unavailable for testing, the minimum possible pay factor for each quality characteristic as described in 334-8.2 will be applied to the entire LOT in question, unless called for otherwise by the Engineer. Specifically, if the LOT in question has more than two sublots, the pay factor for each quality characteristic will be 0.55. If the LOT has two or less sublots, the pay factor for each quality characteristic will be 0.80. If only the roadway cores are lost, damaged, destroyed, or are otherwise unavailable for testing, then the minimum possible pay factor for density will be applied to the entire LOT in question. In either event, the material in question will also be evaluated in accordance with 334-5.9.5.

If any of the Verification and/or Resolution samples that are in the custody of the Department are lost, damaged, destroyed or are otherwise unavailable for testing, the corresponding QC test result will be considered verified, and payment will be based upon the Contractor's data.

916 BITUMINOUS MATERIALS.

(REV 2-16-16) (FA 3-30-16) (7-16)

SECTION 916 is deleted and the following substituted:

SECTION 916
BITUMINOUS MATERIALS

916-1 General.

All products supplied under this Specification shall be one of the products included on the Approved Product List (APL). Producers seeking evaluation of a product for inclusion on the APL shall submit an application in accordance with Section 6.

For liquid anti-strip agents, in addition to the above, producers shall include a report of test results from an independent laboratory confirming the material meets the requirements of this section. In lieu of submitting test results from an independent

laboratory, the Department will evaluate the material. For each liquid anti-strip agent, the producer will submit one pint of a representative sample of liquid anti-strip agent to the State Materials Office when submitting the APL application to the Department's Product Evaluation Section.

Any marked variation from the original test values for a material below the established limits or evidence of inadequate quality control or field performance of a material will be considered sufficient evidence that the properties of the material have changed, and the material will be removed from the APL.

916-2 Superpave PG Asphalt Binder:

916-2.1 Requirements: Superpave Performance Graded (PG) asphalt binders, identified as PG 52-28, PG 58-22, PG 67-22, polymer modified asphalt (PMA) binders, PG 76-22 (PMA) and PG 82-22 (PMA), and asphalt rubber binders (ARB), PG 76-22 (ARB), shall meet the requirements of 916-2 and AASHTO M 332-14. All PG asphalt binders shall meet the following additional requirements:

1. The intermediate test temperature at 10 rad/sec. for the Dynamic Shear Rheometer (DSR) test (AASHTO T 315-12) shall be 26.5ºC for PG grades PG 67 and higher.

2. An additional high temperature grade of PG 67 is added for which the high test temperature at 10 rad/sec for the DSR test (AASHTO T 315-12) shall be 67ºC.

3. All PG asphalt binders having a high temperature designation of PG 67 or lower shall be prepared without modification.

4. All PMA binders having a high temperature designation higher than PG 67 shall only be produced with a styrene-butadiene-styrene (SBS) or styrene-butadiene (SB) elastomeric polymer modifier and the resultant binder shall meet all requirements of this Section.

5. Polyphosphoric acid may be used as a modifier not exceeding 0.75% by weight of asphalt binder for PG 76-22 (PMA), PG 76-22 (ARB), and PG 82-22 (PMA) binders.

6. PG 76-22 (ARB) shall meet the additional requirements of 916-2.1.1.

7. All PG asphalt binders having a high temperature designation of PG 67 or lower shall not have a high temperature true grade more than 5.9°C higher than the specified PG grade, (for example, if a PG 58-22 is specified, do not supply a PG 64-22 or higher).

For all PG binder used in all hot mix asphalt, silicone may be added to the PG binder at the rate of 25 cubic centimeters of silicone mixed to each 5,000 gallons of PG binder. If a disbursing fluid is used in conjunction with the silicone, the resultant mixture containing the full 25 cubic centimeters of silicone shall be added in accordance with the manufacturer's recommendation. The blending of the silicone with the PG binder shall be done by the supplier prior to the shipment. When the asphalt binder will be used with a foaming warm mix technology, refer to the technology supplier's guidance on the addition of silicone.

Where an anti-strip additive is required, per the requirements of Sections 334 and 337, the amount shall be from 0.25% to 0.75% by weight of asphalt binder. The anti-strip additive shall meet the requirements of 916-4. The anti-strip additive shall be introduced into the PG binder by the supplier during loading.

916-2.1.1 Additional Requirements for PG 76-22 (ARB): The following additional requirements apply only to PG 76-22 (ARB):

1. The asphalt binder shall contain a minimum of 7.0% ground tire rubber (GTR) by weight of asphalt binder.
2. The GTR shall meet the requirements of Section 919.
3. Polymer modification is optional for PG 76-22 (ARB).
4. Use of excess PG 76-22 (ARB): The Contractor may use excess PG 76-22 (ARB) in other asphalt concrete mixes requiring the use of a PG 67-22 binder by blending with straight PG 67-22 binder so that the total amount of ground tire rubber in the binder is less than 2.0%. The Contractor may use excess PG 76-22 (ARB) in asphalt concrete mixtures requiring the use of a PG 52-28 or PG 58-22 by blending with the designated binder in such proportions that the total amount of ground tire rubber in the binder is less than 1.0%.

916-2.2 Compliance with Materials Manual: Producers of Superpave PG binders shall meet the requirements of Section 3.5, Volume II of the Department's Material Manual, which may be viewed at the following URL: http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/files/Section3.5-100915.pdf

916-2.3 Reporting: Specification compliance testing results shall be reported for the tests in the table below, unless noted otherwise. Quality control (QC) testing results shall be reported for original binder DSR (G/sin δ and phase angle, as applicable).

SUPERPAVE PG ASPHALT BINDER		
Test and Method	Conditions	Specification Minimum/Maximum Value
Superpave PG Asphalt Binder Grade		Report
APL Number		Report
Modifier (name and type)	Polymer, Ground Tire Rubber with Approved Product List (APL) number, Sulfur, PPA, REOB, and any Rejuvenating Agents	Report
Original Binder		
Solubility, AASHTO T 44-14	in Trichloroethylene	Minimum 99.0% (Not applicable for PG 76-22 (ARB))
Flash Point, AASHTO T 48-06 (2015)	Cleveland Open Cup	Minimum 450ºF
Rotational Viscosity, AASHTO T 316-13	275ºF	Maximum 3 Pa·s[(a)]

Dynamic Shear Rheometer [(b)], AASHTO T 315-12	$G^*/\sin\delta$	Minimum 1.00 kPa
	Phase Angle, δ[(c)] PG 76-22 (PMA) and PG 76-22 (ARB)[(d)] PG 82-22 (PMA)	Maximum 75 degrees Maximum 65 degrees
Separation Test, ASTM D 7173-14 and Softening Point, AASHTO T 53-09 (2013)	163±5°C 48 hours	Maximum 15°F (PG 76-22 (ARB) only)
Rolling Thin Film Oven Test Residue (AASHTO T 240-09)		
Rolling Thin Film Oven, AASHTO T 240-13	Mass Change %	Maximum 1.00
Multiple Stress Creep Recovery, $J_{nr,\ 3.2}$ AASHTO M 332-14	Grade Temperature (Unmodified binders only)	"S" = 4.50kPa^{-1} max
Multiple Stress Creep Recovery, $J_{nr,\ 3.2}$[(d, e, f)] AASHTO M 332-14	67°C (Modified binders only)	"V" = 1.0 kPa^{-1} max "E" = 0.5 kPa^{-1} max Maximum $J_{nr,diff}$ = 75%
Multiple Stress Creep Recovery, %Recovery[(d, e)] AASHTO M 332-14	67°C (Modified binders only)	$\%R_{3.2} \geq 29.37 (J_{nr,\ 3.2})^{-0.2633}$
Pressure Aging Vessel Residue (AASHTO R 28-12)		
Dynamic Shear Rheometer, AASHTO T 315-12	$G^*\sin\delta$, 10 rad/sec.	Maximum 5000 kPa[(f, g)]
Creep Stiffness, AASHTO T 313-12	S (Stiffness), @ 60 sec. m-value, @ 60 sec.	Maximum 300 MPa Minimum 0.300

(a) Binders with values higher than 3 Pa·s should be used with caution and only after consulting with the supplier as to any special handling procedures, including pumping capabilities.
(b) Dynamic Shear Rheometer (AASHTO T 315) shall be performed on original binders for the purposes of QC testing only.
(c) The original binder phase angle (AASHTO T 315-12) shall be performed at grade temperature.
(d) AASHTO T 315-12 and AASHTO T 350-14 will be performed at a 2 mm gap for PG 76-22 (ARB)
(e) All binders with a high temperature designation >67 will be tested at 67°C. PG 76-22 (PMA) and PG 76-22 (ARB) shall pass a "V" graded and PG 82-22 (PMA) shall pass an "E" grade per AASHTO M 332-14.
(f) A maximum Jnr diff = 75% does not apply for any Jnr value < 0.5 kPa-1.
(g) For all PG grades of a PG 67 or higher, perform the PAV residue testing at 26.5°C with a maximum of 5000 kPa.

916-3 Asphalt Emulsions.

916-3.1 Compliance with Materials Manual: Producers of asphalt emulsions shall meet the requirements of Section 3.4, Volume II of the Department's Material Manual, which may be viewed at the following URL:

http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/files/Section3.4-100915.pdf

916-3.2 Requirements: Use a prime coat meeting the requirements of AASHTO M 140-13 for anionic emulsions, AASHTO M 208-01 (2013) or AASHTO M 316-13 for cationic emulsions, or as specified in the Producer's QC Plan. For anionic emulsions, the cement mixing test will be waived. For tack products the minimum testing requirements shall include percent residue, naphtha content (as needed), one-day storage stability, sieve test, Saybolt Furol viscosity, original DSR, and solubility (on an annual basis). Residue testing shall be performed on residue obtained from distillation (AASHTO T 59-15) or low- temperature evaporation (AASHTO PP 72-11(2013) Method B).

916-4 Liquid Anti-strip Agents.

916-4.1 Requirements: Liquid anti-strip agents shall be tested in accordance with FM 1-T 283. A minimum tensile strength ratio of 0.80 must be obtained when testing the liquid anti-strip with various aggregate sources and two nominal maximum aggregate size mixtures. Specific requirements are contained in the APL process.

916-4.2 Mix Design Verification: Inclusion of a liquid anti-strip agent on the APL does not guarantee that the anti-strip will be approved for use in an asphalt mixture. Particular aggregate sources may require moisture susceptibility testing per FM 1-T 283 for each mix design. Results from this testing may meet the Department's requirement of minimum tensile strength ratio of 0.80 or may indicate the need for a larger dosage rate of anti-strip agent (up to 0.75% maximum) or a different anti-strip agent to meet the specification requirements.

THIS COMPLETES THIS SPECIFICATIONS PACKAGE

EXHIBIT 2
CONTRACTOR'S RESPONSE TO ITB 17-21

General Info

Total:

$791,909.23

Number

17-21

Deadline

04/20/2017 02:00 PM CDT

Vendor

C.W. Roberts Contracting, Inc.

Submitted

04/20/2017 10:19 AM CDT **Signed By** Jeremy Powell

Opened

04/20/2017 02:00 PM CDT **By** kgrindle@baycountyfl.gov

Description

FY17 Annual Resurfacing Phase 1 (Silver Lake Rd., Center Dr., Camellia St.)

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

Pre-Bid Meeting

A MANDATORY Pre-Bid Meeting will be held at 10:00 am (CDT) on Wednesday, April 5, 2017 in the Public Works Department Conference Room at 840 W. 11th Street, Panama City, Florida 32401.

Note: Bidders shall attend the pre-bid meeting. Any Bidder who fails to attend will be deemed non-responsive and automatically disqualified from further consideration. The purpose of this meeting is to familiarize bidders with the project and answer questions. All bidders must be present and signed in prior to the start of the Mandatory Pre-Bid Meeting. The convener of the meeting will collect the sign in sheet(s) and the meeting will "Officially" start. Anyone not signed in at the "Official" start of the meeting will be considered late and will not be allowed to bid on the project. Please allow 10 to 15 minutes to sign in prior to the start of the Mandatory Pre-Bid Meeting.

In the event that any discussions or questions at the pre-bid meeting or afterward require additional clarification the COUNTY will issue a written summary of questions and answers as an addendum to this Invitation to Bid.

Bid Price

$791,909.23

BID ITEM	DESCRIPTION	UNIT	QUANTITY	Price	Extension
101-1	Mobilization	LS	1.0000	$43,550.00	$43,550.00
102-1	Maintenance of Traffic	LS	1.0000	$38,700.00	$38,700.00
102-3	Commercial Material For Driveway Maintenance	CY	100.0000	$37.95	$3,795.00
104-10-3	Sediment Barrier	LF	794.0000	$2.75	$2,183.50
104-11	Floating Turbidity Barrier	LF	60.0000	$10.40	$624.00
120-2-2	Borrow Excavation (Truck Measure)	CY	380.0000	$42.85	$16,283.00
327-70-12	Milling Exist Asphalt Pavement, 1 1/4" Avg Depth	SY	16.0000	$29.10	$465.60
334-1-52	Superpave Asphalt Conc, Traffic B, PG 76-22, PMA, SP-12.5	TN	4,165.0000	$77.50	$322,787.50
334-1-52	Superpave Asphalt Conc, Traffic B, PG 76-22, PMA, SP-9.5	TN	1,203.0000	$81.50	$98,044.50
334-1-52	Superpave Asphalt Conc, Traffic C, PG 76-22, PMA, SP-9.5 (Leveling Course)	TN	1,003.0000	$86.20	$86,458.60
430-175-118	Pipe Culvert, Potional Material, Round, 18" S/CD	LF	40.0000	$160.50	$6,420.00
530-1	Riprap, Sand-Cement	CY	4.8000	$1,010.00	$4,848.00
570-1-2	Performance Turf, Sod	SY	14,851.0000	$2.70	$40,097.70
710-11-125	Painted Pvmt Mark, Std, White, Solid 24"	LF	31.0000	$1.55	$48.05
710-11-160	Painted Pvmt Mark, Std, White, Message	EA	2.0000	$67.70	$135.40
710-11-211	Painted Pvmt Mark, Std, Yellow, Solid 6"	NM	1.3100	$937.50	$1,228.13
710-11-231	Painted Pvmt Mark, Std, Yellow Skip 6"	GM	3.0500	$468.75	$1,429.69
711-11-101	Thermoplastic, Std, White, Solid 6"	NM	6.4700	$3,854.00	$24,935.38
711-11-125	Thermoplastic, Std, White, Solid 24"	LF	71.0000	$3.10	$220.10
711-11-160	Thermoplastic, Std, White, Message	EA	3.0000	$104.15	$312.45
711-11-201	Thermoplastic, Std, Yellow, Solid 6"	NM	1.3100	$3,958.00	$5,184.98
711-11-231	Thermoplastic, Std, Yellow, Skip 6"	GM	3.0500	$1,875.00	$5,718.75
Misc. 1	Bituminous Material (Emulsified Asphalt)	GA	7,600.0000	$1.50	$11,400.00
Misc. 2	Cover Material for Crack Relief Layer	SY	17,673.0000	$1.20	$21,207.60
Misc. 3	Base Repair	SY	1,697.0000	$32.90	$55,831.30
					Total: $791,909.23

Attachment List

17-21 fy17 annual resurfacing phase 1.pdf

attachment 1 pay item notes.pdf

attachment 2 special provisions.pdf

attachment 3 project plans.pdf

bid bond.pdf

BID FORM

This proposal of *

C.W. Roberts Contracting, Inc.

hereinafter called "BIDDER," organized and existing under the laws of the State of *

Florida

doing business as (Insert "a corporation", "apartnership" or "an individual" as applicable) *

a corporation

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.

Name of Firm *

C.W. Roberts Contracting, Inc.

Authorized Signature *

Jeremy Powell

Title *

Estimator

Date *

4-3-17

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda (select + to add fields)

Addendum No. *	Date *
0	4-20-17

Name of Firm *

C.W. Roberts Contracting, Inc.

Authorized Signature *

Jeremy Powell

Title *

Estimator

Date *

4/3/17

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: *

C.W. Roberts Contracting, Inc.

Authorized Signature (Printed): *

Jeremy Powell

Title: *

Estimator

Date: *

4-3-17

CONFLICT OF INTEREST DISCLOSURE FORM

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

Indicate either “yes” (a county employee, elected official, or agency is also associated with your firm), or “no”. If yes, give person(s) name(s) and position(s) with your firm.

Select one: *

No

Names (Click the + icon to add more)

Name:	Position:

Name of Firm: *

C.W. Roberts Contracting, Inc.

Authorized Signature (Printed): *

Jeremy Powell

Title: *

Estimator

Date: *

4-3-17

IDENTICAL TIE BIDS/DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by the County for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. To have a drug-free workplace program, a business shall:
Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following: *

This firm complies fully with the above requirements.

Name of Firm: *

C.W. Roberts Contracting, Inc.

Authorized Signature (Printed Name) *

Jeremy Powell

Title: *

Estimator

LOCAL BUSINESS CERTIFICATION

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

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

Business Name *

C.W. Roberts Contracting, Inc.

Current Local Address *

1603 Bay Avenue, Panama City, FL 32405

If the above address has been for less than 12 months, please provide prior address

Principle Office Address (Home Office) *

1603 Bay Avenue, Panama City, Fl 32405

Name of Firm *

C.W. Roberts Contracting, Inc.

Authorized Signature (Type Name) *

Jeremy Powell

Title *

Estimator

Date *

4-3-17

SUB-CONTRACTORS

As the bidder, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.

Subcontractor (Add more by clicking the + icon)

Subcontractor Name and Address: *

Emerald Coast Striping, 1901 East Avenue, Panama City Fl 32405

Work to be performed: *

Striping

Amount: *

$37,648.00

Subcontractor (Add more by clicking the + icon) 1

Subcontractor Name and Address: *

Turf Grass Installation Inc, 5457 Lee Farm Blvd, Crestview, Fl 3536

Work to be performed: *

Grassing

Amount: *

$25,989.25

Subcontractor (Add more by clicking the + icon) 2

Subcontractor Name and Address: *

Tightline Construction, Inc., 3601 East 11th Street, Panama City, Florida 32401

Work to be performed: *

Sand Cement Headwalls

Amount: *

$2,277.30

Name of Firm: *

C.W. Roberts Contracting, Inc.

Authorized Signature (Printed Name): *

Jeremy Powell

Title: *	**Date: ***
Estimator	4/3/17

BID BOND

BY THIS BOND, We, C.W. Roberts Contracting, Inc. as Principal and Western Surety Company, a corporation, as Surety, are bound to the Board of County Commissioners, Bay County, Florida, as County, in the sum of $ 5% of the amount 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 April 20, 2017.
2. If said Bid shall be rejected, or, if said Bid shall be accepted and the Principal shall execute and deliver a Contract, and furnish bonds for the faithful performances of work and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall fulfill all other aspects created by the acceptance of said Bid, then this obligation shall be void. Otherwise, this bond shall remain in full force and effect with it being expressly understood and agreed that the liability of the Surety and for any and all claims hereunder shall, in no event, exceed the amount of this obligation.

This Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and this bond shall, in no way, be impaired or affected by any extension of time within which the County may accept such Bid; and Surety hereby waives notice of any such extension.

Signed, sealed and delivered on April 20, 2017

CORPORATE PRINCIPAL
C.W. Roberts Contracting, Inc.

By: Daryl Carpenter

Its: Vice - President

Attest: Jenny Powell

Seal:

Acknowledged and subscribed on April 20, 2017, before the undersigned authority by DARRYL CARPENTER, as the VICE PRESIDENT of the Corporation named as Principal and with due authorization of the Corporation.

CHRISTINA M. PIERCE
My Comm. Exp. June 5, 2019
Comm. No. FF 234147
( ) Personally Known ( ) Other I.D.

Christina M. Pierce
Notary Public

SURETY Western Surety Company

By: Renee Ellis
Renee Ellis, Attorney in Fact

Attest: Billie Jo Sanders
Billie Jo Sanders

Seal:

Countersigned:
By: Robert Corley McLendon
~~Attorney-in-Fact~~, State of Florida
Robert Corley McLendon, FL Resident Agent

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Milton A Kopf III, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 19th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021

S. EICH
NOTARY PUBLIC
SOUTH DAKOTA

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of April, 2017.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

EXHIBIT 3
BAY COUNTY
INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

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

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

c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on County property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

2. DRUG FREE WORK PLACE REQUIREMENTS

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

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

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

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

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

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

f. WORKERS' COMPENSATION COVERAGE

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

Minnesota Avenue Sidewalk Contract Award

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

MEETING DATE: 5/16/2017

REQUESTED MOTION/ACTION:
Board: 1) Award the contract to Roberts and Roberts, Inc. for the Minnesota Avenue Sidewalk project in the amount of $220,618.72 and authorize the Chairman to execute the contract **(Exhibit 2**), subject to non-monetary changes as approved by the County Attorney's Office; and, 2) Authorize contingency and testing funds in the amount of $22,061.87 (10%). **(DISTRICT I)**

AGENDA
Public Works - Consent

BUDGETED ITEM? No
BUDGET ACTION:
Item included in Budget Amendment on Consent Agenda May 16, 2017.
FINANCIAL IMPACT SUMMARY STATEMENT:
PROJECT FUNDED BY FDOT SAFETY GRANT. NO LOCAL FUNDING REQUIRED.
0232-5616302

BACKGROUND:
On February 21, 2017, the Board approved the Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) for the construction of a sidewalk along Minnesota Avenue, from Baldwin Road to Mosley Drive **(EXHIBIT 1)**. The agreement authorizes expenditures of funds in the amount of $250,000 for the construction of this project.

On March 28, 2017, an Invitation to Bid (ITB) was advertised for the project and a pre-bid meeting was held on April 12, 2017. The proposals were received electronically and opened on April 28, 2017. The price proposals resulting from the ITB are listed below:

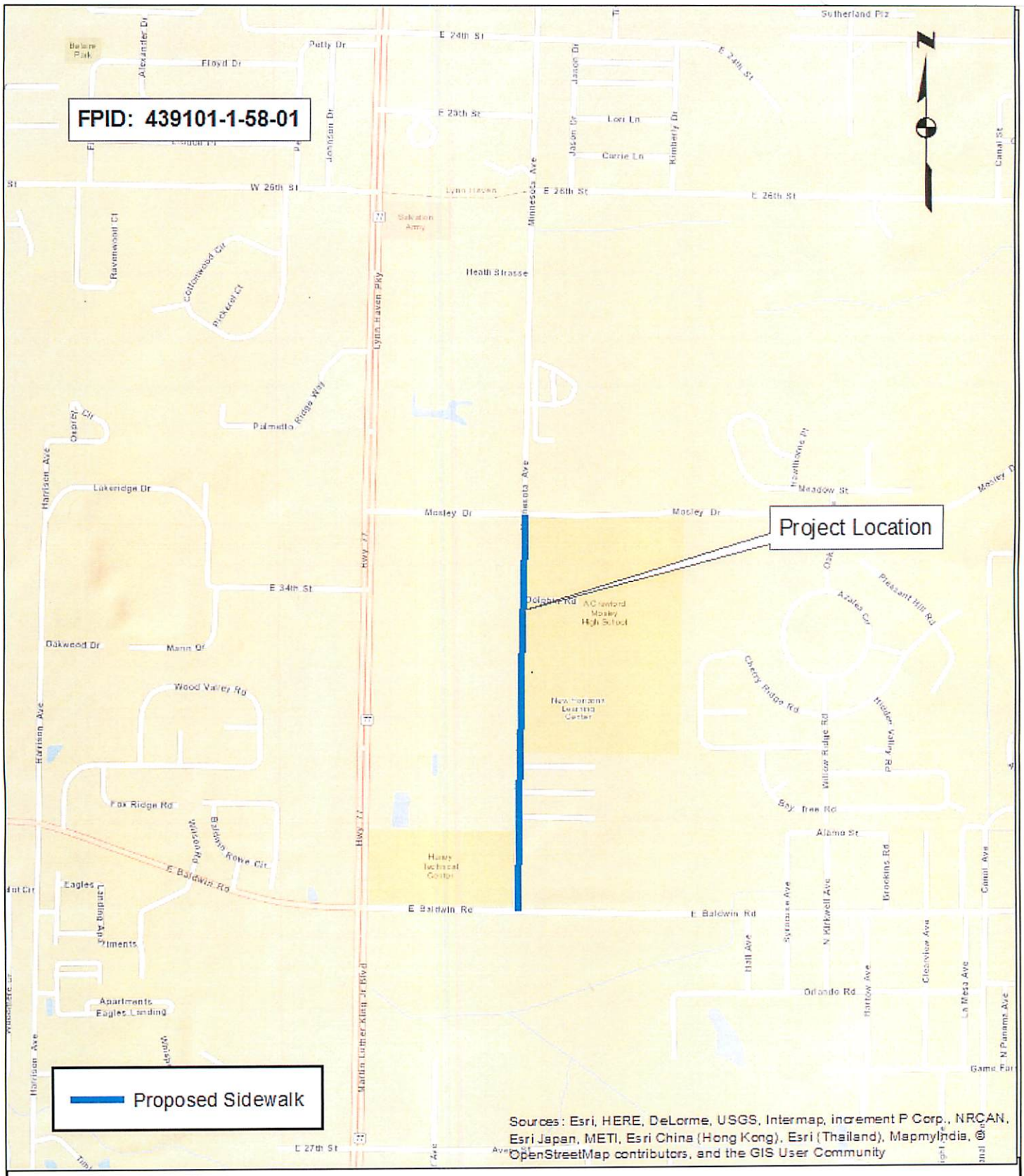
PROPOSER	BASE BID PRICE PROPOSAL
Roberts and Roberts, Inc.	$220,618.72
C.W. Roberts Contracting, Inc.	$238,561.05
Gulf Coast Utility Contractors, LLC	$348,823.50

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

ATTACHMENTS:

Description	Type
Minnesota Ave Sidewalk Exhibit 1	Exhibit

EXHIBIT 1



Minnesota Avenue Sidewalk Project

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

April 22, 2016

CONTRACT 17-19
MINNESOTA AVENUE SIDEWALK PROJECT
Federal-Aid Project No: 439101-1-58-01

This Contract, dated May 16, 2017 is between the Bay County Board of Commissioners, located at 840 West 11th Street, Panama City, FL 32401 ("County"), and Roberts and Roberts, Inc., located at 1741 N. Sherman Avenue, Panama City, FL 32405 ("Contractor").

1. Scope of Work

The County desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies for the installation of a sidewalk along the west side of Minnesota Avenue to connect the existing sidewalk extending from Baldwin Road to the existing sidewalk along Mosley Drive. Project includes drainage modifications and the installation of two mid-block pedestrian crossings with associated signing, striping, and refuge areas.

The Contractor will perform those services in accordance with the Bay County construction plans titled "Minnesota Avenue Sidewalk System from Baldwin Road to Mosley Drive", FDOT Standard Specifications for Road and Bridge Construction 2016 as implemented by the attached **Exhibit 1**, titled "Specifications Package", (the "Project"). The Contractor hereby agrees to provide such services to the County according to ITB 17-19 Minnesota Avenue Sidewalk Project, said documents being incorporated into this agreement as if fully set out herein, and the Contractors response thereto, said documents being attached as **Exhibit 2**, to the extent they are not inconsistent with this agreement.

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

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

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

2. Term

This Contract shall commence upon the date of receipt of the "Notice to Proceed" and work shall be completed in 100 calendar days. Should the Contractor fail to complete the work by the specified date, the Owner shall deduct from the Contract Sum the amount of $1,099.00 per calendar day as liquidated damages for every day

subsequent to the specified date until the work is fully completed and receipted by the Engineer as being completed. For purposes of time calculation, day one of the project is the calendar day after the date of the Notice to Proceed.

3. Contract Price

The Contractor agrees that for the performance of the work described in Section 1 above and the contract documents; it shall be remunerated by the County according to the unit prices contained in the Contractor's price proposal contained in Exhibit 2.

4. Payments

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

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 Engineer 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 Engineer shall list those items required for completion and the Contractor shall require the retainage of a sum equal to 200% 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 Engineer 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:

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

b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

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

d. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

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

10. Public Records Custodian

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

11. County Representative

The County Public Works Director or their designee has authority to designate the work to be done by Contractor, to inspect such work, and to resolve questions which

arise between the parties. The Contractor or the Contractor's designee will deal with the County's representative on matters relating to the performance of the work. The County shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

12. Laws, Rules and Regulations

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

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

13. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance and comply with the Bay County Insurance Requirements which are attached as **Exhibit 5** to this Contract and incorporated by reference.

14. Hold Harmless and Indemnification

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

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

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.

15. 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.

16. Notices

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

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

For the Contractor:
Roberts and Roberts, Inc.
Attn: Charles W. Roberts, III
1741 N. Sherman Avenue
Panama City, FL 32405

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

17. Assignment

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

18. Termination for Convenience

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

19. Termination for Cause

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

20. Entire Agreement

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

21. Conflicts

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

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

22. Severability

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

23. Governing Law & Venue

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

Executed by:

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA

By: _____
William T. Dozier, Chairman

Attest:

_____
Bill Kinsaul, Clerk of Court

Approved as to form

_____
Office of Bay County Attorney

Roberts and Roberts, Inc.

By: _____
(Authorized Representative)

Its: _____

State of _____
County of _____

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

_____
Notary Public

EXHIBITS:
1. Specifications Package
2. Contractor's Response to ITB 17-19
3. LAP Required Documents
4. Wage Table FL201
5. Insurance Requirements

EXHIBIT 1
SPECIFICATIONS PACKAGE

December 16, 2016
PREPARED BY: Steve Dellies

ATTACHMENT 2
SPECIFICATIONS PACKAGE

FINANCIAL PROJECT ID(S): 439101-1-58-01

FEDERAL FUNDS

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

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

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

Signature
and Seal: _____

Date: _____
Engineer of Record: (NAME), P.E.
Fla. License No.: (NUMBER)
Firm: (FIRM NAME)
(FIRM ADDRESS)
(FIRM CITY, STATE ZIP)
Certificate of Authorization: (NUMBER)
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SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FDOT SPECIFICATIONS DIVISION I – GENERAL REQUIREMENTS & COVENANTS

DEFINITIONS

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

Department.
Bay County.

Engineer.
The Professional Engineer, registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, acting as the project's Construction Engineering Inspection Manager. The Engineer may be County in-house staff or a consultant retained by the County.

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

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

PROPOSAL REQUIREMENTS AND CONDITIONS

SECTION 2 is deleted.

AWARD AND EXECUTION OF CONTRACT

SECTION 3 is deleted.

ALTERATIONS OF PLANS OR CHARACTER OF THE WORK

SECTION 4 is deleted except for the following:

4-3 Alteration of Plans or of Character of Work.

4-3.1 General: The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or

not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

The term "significant change" applies only when:

1. The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or

2. A major item of work, as defined in 1-3, is increased in excess of 125% or decreased below 75% of the original Contract quantity. The Department will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity in accordance with 4-3.2 below. In the case of a decrease below 75% the Department will only apply a price adjustment for the additional costs that are a direct result of the reduction in quantity.

In (1) above, the determination by the Engineer shall be conclusive. If the determination is challenged by the Contractor in any proceeding, the Contractor must establish by clear and convincing proof that the determination by the Engineer was without any reasonable basis.

4-3.2 Increase, Decrease or Alteration in the Work: The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the Department, the Department will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the

Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

4-3.2.1 Allowable Costs for Extra Work: The Engineer may direct in writing that extra work be done and, at the Engineer's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

1. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 4-3.2.1	
Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate

Table 4-3.2.1	
Item	Rate
Insurance*	Actual
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

At the Pre-construction conference, certify to the Engineer the following:

a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,

b. Actual Rate for items listed in Table 4-3.2.1,

c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

2. Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

3. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the “Rental Rate Blue Book” for the actual time that such equipment is in operation on the work, and 50% of the “Rental Rate Blue Book” for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the “Rental Rate Blue Book for Construction Equipment” or the “Rental Rate Blue Book for Older Construction Equipment,” whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

a. Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

b. Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

c. Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

d. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first $50,000 and a markup of 5% on any amount over $50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount
B = Original Contract Time
C = 8%
D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay. No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

4-3.2.2 Subcontracted Work: Compensation for the additional or unforeseen work performed by a subcontractor shall be limited solely to that provided for in 4-3.2.1 (1), (2), (3) and (4)(a). In addition, the Contractor compensation is expressly limited to the greater of the total provided in either 4-3.2.1(4)(a) or (4)(b), except that the Average Overhead Per-Day calculation is as follows:

$$Ds = \frac{As \times C}{B}$$

Where As = Original Contract Amount minus Original Subcontract amounts(s)*

B = Original Contract Time
C = 8%
Ds = Average Overhead Per-Day

* deduct Original Subcontract Amount(s) of subcontractor(s) performing the work

The subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the Department of clear and convincing proof that the subcontractor has actually submitted and paid for separate bond premiums for such additional or unforeseen work in such amount and that the subcontractor was required by the Contractor to acquire a bond.

The Contractor shall require the subcontractor to submit a certification, in accordance with 4-3.2.1 (1), as part of the cost proposal and submit such to the Engineer. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to

recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

4-3.3 No Waiver of Contract: Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents.

4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment: A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for unforeseen work, grade changes, or alterations in the Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed $100,000 or 10% of the original Contract price, whichever is greater.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

4-3.5 Extra Work: Extra work authorized in writing by the Engineer will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

4-3.6 Connections to Existing Pavement, Drives and Walks: Generally adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if the Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer will submit direction regarding the proper connections in accordance with the Design Standards.

4-3.7 Differing Site Conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify

the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Engineer will not allow a Contract adjustment for a differing site condition unless the Contractor has submitted the required written notice.

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

4-3.8 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

Department approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including Traffic Control Plans) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

4-3.9 Cost Savings Initiative Proposal:

4-3.9.1 Intent and Objective:

1. This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Proposal) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. A mandatory Cost Savings Initiative Workshop will be held prior to Contract Time beginning for the Contractor and Department to discuss potential Proposals. This Subarticle does not, however, apply to any such proposal unless the Contractor identifies it at the time of its submission to the Department as a proposal submitted pursuant to this Subarticle.

2. The Department will consider Proposals that would result in net savings to the Department by providing a decrease in the cost of the Contract. Proposals must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. However, nothing herein prohibits the Contractor from submitting Proposals when the required functions and characteristics can be combined, reduced or eliminated because they are nonessential or excessive. The Department will not recognize the Contractor’s correction of plan errors that result in a cost reduction, as a Proposal.

3. The Department reserves the right to reject at its discretion any Proposal submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending the Department’s execution of a formal supplemental agreement implementing an approved Proposal, the Contractor shall remain obligated to perform

the work in accordance with the terms of the existing Contract. The Department may grant time extensions to allow for the time required to develop and review a Proposal.

4. For potential Proposals not discussed at the Cost Savings Initiative Workshop, a mandatory concept meeting will be held for the Contractor and Department to discuss the potential Proposal prior to development of the Proposal.

4-3.9.2 Subcontractors: The Department encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of Proposals from subcontractors. However, it is not mandatory to submit Proposals to the Department or to accept or transmit subcontractor proposed Proposals to the Department.

4-3.9.3 Data Requirements: As a minimum, submit the following information with each Proposal:

1. a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions or additions to plan details, plan sheets, design standards and Specifications that are required to implement the Proposal if the Department adopts it. Submit preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be submitted clearly delineating the responsibility of the Contractor's Engineer of Record.

5. the date by which the Department must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the Department and Peer reviews.

4-3.9.4 Processing Procedures: Submit Proposals to the Engineer or his duly authorized representative. The Department will process Proposals expeditiously; however, the Department is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the Department within the period specified in the Proposal. The Department is not liable for any

Proposal development cost in the case where the Department rejects or the Contractor withdraws a Proposal.

The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the Department reserves the right to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified and upon the final quantities. The Department will compute the net savings by subtracting the revised total cost of all bid items affected by the Proposal from the total cost of the same bid items as represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, submit acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.

4-3.9.5 Computations for Change in Contract Cost of Performance: If the Proposal is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the Proposal.

The Department will not include its costs to process and implement a Proposal in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a Proposal as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department from any monies due or that may become due to the Contractor under the Contract.

4-3.9.6 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A Proposal that proposes major design modifications of a category 2 bridge, as determined by the Engineer, shall have the following conditions of acceptance:

All bridge Plans relating to the Proposal shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purposes of this article as the Independent Review Engineer who is not the originator of the Proposal design, and is pre-qualified by the Department in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive, thorough verification of the original work, giving assurance that the design is in compliance with all Department requirements. The Independent Review Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. The Independent Review Engineer shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with the Department requirements. If there are any unresolved comments the Independent Review Engineer shall specifically list all unresolved issues in the signed and sealed cover letter.

The Contractor shall designate a primary engineer responsible for the Proposal design and as such will be designated as the Contractors Engineer of Record for the

Proposal design. The Department reserves the right to require the Contractor's Engineer of Record to assume responsibility for design of the entire structure.

New designs and independent peer reviews shall be in compliance with all applicable Department, FHWA and AASHTO criteria requirements including bridge load ratings.

4-3.9.7 Sharing Arrangements: If the Department approves a Proposal, the Contractor shall receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and the Department. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the contractor to design and develop a Proposal. The reasonable documented engineering costs will be paid by the Department. Engineering costs will be based on the consultant's certified invoice and may include the costs of the Independent Review Engineer in 4-3.9.6. The total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and shall not include any markup by the Contractor or the costs for engineering services performed by the Contractor.

4-3.9.8 Notice of Intellectual Property Interests and Department's Future Rights to a Proposal:

4-3.9.8.1 Notice of Intellectual Property Interests: The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on the Department's Approved Product List (APL) or Design Standard Indexes, or are otherwise generally known in the industry as being subject to patent or copyright protection.

4-3.9.8.2 Department's Future Rights to a Proposal: Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a Proposal, the Contractor hereby grants to the Department and its contractors (such grant being expressly limited solely to any and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such Proposal on any and all existing and future construction projects and any other Department projects.

Contractor shall hold harmless, indemnify and defend the Department and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to 4-3.9.8.1, unless the Department has by express written exception in the Proposal acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

CLAIMS

SECTION 5 is deleted except for the following:

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than

$3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at

the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

5-12.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;

2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;

3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;

4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;

5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

a. documented additional job site labor expenses;

b. documented additional cost of materials and supplies;

c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;

d. any other additional direct costs or damages and the documents in support thereof;

e. any additional indirect costs or damages and all documentation in support thereof.

6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim: The Engineer will respond in writing on projects with an original Contract amount of $3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than $3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a

claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance per 5-11 of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the nations 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer pursuant to 8-6.1, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and

profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records: After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims For Acceleration: The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items: The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor
5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies: Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions: The content of any discussions or meetings held

between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims: All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;

11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;
17. Income tax returns for all years reflecting the operations on this project;
18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

6-5 Products and Source of Supply.

6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,
2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

6-5.2 Source of Supply-Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of

any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

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

SUBARTICLE 7-1.1 is expanded by the following:

The FHWA-1273 Electronic version, dated May 1, 2012 is posted on the Department's website at the following URL address
http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/Files/FHWA1273.pdf

Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids. Comply with the provisions contained in FHWA-1273.

If the Department's website cannot be accessed, contact the Department's Specifications Office Web Coordinator at (850) 414-4101.

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

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

These guidelines are posted at the following URL address:

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

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

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

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

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

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

DISCHARGE TO OR WORK OR STRUCTURES IN NAVIGABLE WATERS OF THE U.S., WATERS OF THE U.S. AND WATERS OF THE STATE.

(REV 6-9-15) (FA 7-22-15) (1-16)

SUBARTICLE 7-2.2 is expanded by the following:

The "State of Florida Department of Environmental Protection (DEP) Generic Permit for Stormwater Discharge from Large and Small Construction Activities" applies to this Contract. Obtain a copy of the permit through the Department's website and comply with the requirements of the permit. The URL for obtaining a copy of the permit is http://www.dep.state.fl.us/water/stormwater/npdes/permits_forms.htm

In accordance with the requirements of the DEP generic permit, accept responsibility for the following:

(a) Preparation, execution and submission of DEP Generic Permit Notice of Intent (NOI) and payment of associated fee(s)
(b) Preparation and submission of Erosion Control Plan as outlined in Section 104
(c) Any Contractor initiated SWPPP modifications
(d) Performing inspections using a qualified inspector
(e) Completion of SWPPP construction inspection reports
(f) Executing associated certification forms provided by the Engineer
(g) Preparation, execution and submission of Notice of Termination (NOT) of the DEP Generic Permit coverage.

Use the SWPPP Construction Inspection Form provided by the Engineer to report all inspection findings and to document all corrective actions taken as a result of the inspection. Sign each inspection report and submit it weekly to the Engineer.

UTILITY SCHEDULES.

(REV 8-27-01) (FA 4-14-05) (1-16)

SUBARTICLE 7-11.5.3 is expanded by the following:

The utility work which will be accomplished concurrently with the highway construction Contract will involve facilities owned by other agencies. Take responsibility to obtain all information and comply with all requirements.

Where utility work must be coordinated with highway construction operations, the portion of the anticipated utility work period covering such concurrent work may or may not begin on the day highway construction commences and may or may not be consecutive days.

The anticipated scheduling of new work, adjustments and/or relocation work is

included on the Utility Schedules.

More precise scheduling to accomplish utility work in the most expeditious manner that is feasible will be established at the preconstruction conference as provided in 8-3.5.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - WAGE RATES FOR FEDERAL-AID PROJECTS.

(REV 12-8-15) (3-16)

ARTICLE 7-16 is expanded by the following:

For this Contract, payment of predetermined minimum wages applies.
The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	Associated Work
FL201	Highway Construction

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the Department's Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

Contact the Department's Prevailing Wage Rate Coordinator at (850) 414-4688 if the Department's website cannot be accessed or there are questions.

7-24 Disadvantaged Business Enterprise Program.

7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan: Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the

prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate."

7-24.3 Plan Requirements: Include the following in the DBE Affirmative Action Program Plan:

1. A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor's organization.

2. The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.

3. Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:

a. Soliciting price quotations and arranging a time for the review of Plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.

b. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.

c. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.

d. Encouraging eligible DBEs to apply for certification with the Department.

e. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.

2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. the procedures adopted to comply with these Specifications;
2. the number of subordinated Contracts on Department projects awarded to DBEs;
3. the dollar value of the Contracts awarded to DBEs;
4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
5. a description of the general categories of Contracts awarded to DBEs; and
6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions:

49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.
2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.
3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.
5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward

the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:

a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.

b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
$2,000,000 or less	0
Over $2,000,000 to $4,000,000	2
Over $4,000,000 to $6,000,000	3
Over $6,000,000 to $12,000,000	5
Over $12,000,000 to $18,000,000	7
Over $18,000,000 to $24,000,000	9
Over $24,000,000 to $31,000,000	12
Over $31,000,000 to $37,000,000	13
Over $37,000,000 to $43,000,000	14
Over $43,000,000 to $49,000,000	15
Over $49,000,000 to $55,000,000	16
Over $55,000,000 to $62,000,000	17
Over $62,000,000 to $68,000,000	18
Over $68,000,000 to $74,000,000	19
Over $74,000,000 to $81,000,000	20
Over $81,000,000 to $87,000,000	21
Over $87,000,000 to $93,000,000	22
Over $93,000,000 to $99,000,000	23
Over $99,000,000 to $105,000,000	24
Over $105,000,000 to $112,000,000	25

Estimated Contract Amount	Trainees Required
Over $112,000,000 to $118,000,000	26
Over $118,000,000 to $124,000,000	27
Over $124,000,000 to $130,000,000	28
Over $130,000,000 to *	
*One additional trainee per $6,000,000 of estimated Construction Contract amount over $130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
2. When there is a change in previously approved classifications;
3. When replacement trainees are added due to voluntary or involuntary termination

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.
2. Credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification and completes their training on a different contract.
3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.

4. Credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that made a good faith effort to provide training in that classification was made.

5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form

2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being

administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training. Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,
3. Pays the trainee's wages during the offsite training period.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the journeyman's wage upon graduation from the training program for the remainder of the time the trainee works in the classification in which they were trained.

The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the

effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntary terminates or is involuntary terminated from the project.

The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

7-26 Cargo Preference Act – Use of United States-flag vessels.

Pursuant to Title 46CFR Part 381, the Contractor agrees

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY.

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

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

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.

7-31.1 Appendix A: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

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

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

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

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the Contract until the Contractor complies, or

b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of the 7-30.1 through 7-30.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-31.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of
the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits

discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities(42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at
49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance
with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

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

ARTICLE 8-1 is deleted.

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

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

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

will not require the Contractor to submit a request for additional time due to the effects of weather.

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

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

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

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

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

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

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

2. Utility work actually affected progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Contract Time the Contractor

must submit to the Engineer:

A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), as stated in 8-3.2, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis.

SCOPE OF PAYMENTS – FUELS AND BITUMINOUS MATERIAL

SUBARTICLES 9-2.1.1 and 9-2.1.2 are deleted.

FDOT SPECIFICATIONS DIVISION II – CONSTRUCTION DETAILS

Section 102 – Maintenance of Traffic

1. Contractor at Contractor's expense shall give residents and businesses located on the project right-of-way 48 hours notice of start of construction and have maintenance of traffic signage in place prior to beginning any construction. The County will provide door hanger type notices to the Contractor. Contractor personnel shall distribute to each business and resident 24 hours prior to starting any operations that could prevent access to any residence or business. The Contractor should include the cost of these notifications in their maintenance of traffic (MOT) costs.

2. When traffic signs are located within the area of construction, the Contractor shall notify the County Inspector for approval to remove, re-set, or relocate any sign. The Contractor shall reinstall any disturbed mailboxes or signs to existing or acceptable condition.

3. Lane closure restrictions are:
   From 6:00 a.m. to 8:00 a.m. and 4:30 p.m. to 6:30 p.m. - no lane closure.
   At the discretion of the County Engineer, if lane closure causes extended congestion, the Contractor shall be directed to reopen the closed lane(s) until such time as the traffic flow has returned to normal.

   All lanes must be reopened to normal traffic within 12 hours during and evacuation notice of a hurricane or other catastrophic event and shall remain open for the duration of the evacuation or event as directed by the County Engineer.

4. Any road closures will require a minimum of 10 working days notice and County manager approval prior to closure. The Contractor, at Contractor's expense shall be responsible for designing and implementing a detour plan, to include signage. Two working days in advance of any road closure, the Contractor shall post signage that can be clearly read by the traveling public notifying the public of the road closure.

5. In the event that law enforcement is required for maintenance of traffic, the Contractor shall pay all costs.

Section 104 – Prevention, Control, and Abatement of Erosion and Water Pollution

1. The erosion control plan shown in the drawing package denotes a minimum requirement for the project. It may not meet all the requirements of a stormwater pollution prevention plan required for the NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

2. Contractor shall be responsible for obtaining coverage under the Florida Department of Environmental Protection NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities for all projects disturbing one (1) acre or more. The cost of all items and work required to implement the conditions of the NPDES Generic Permit for Stormwater Discharge shall be included in the Contractor's bid.

3. Unless otherwise directed by the County Engineer, all areas disturbed by construction shall be seeded and mulched or sodded within five (5) days after construction in that area.

4. Contractor, at Contractor's expense, shall maintain all sodded and seeded areas in accordance with the plans. Contractor shall guarantee sodding and seeding for a period of ninety (90) days after issuance of Certificate of Completion. During the guarantee period, the Contractor shall replace at no cost to the County, any sod or grass that dies or is not established 90 days after seeding or sod placement, if the causes for such defects are traced to negligence or poor workmanship by the Contractor. Any sod or grass missing or defective shall be replaced in a manner satisfactory to the County Engineer. In case of any doubt as to the condition and satisfactory establishment of the sod, the County Engineer may allow the sod or grass to remain through another 90 day establishment period. After which time the sod or grass in question, if found to be dead or in an unhealthy or badly impaired condition shall be replaced by the Contractor at no cost to the County. Contractor shall also be responsible for maintenance of grass including mowing to keep grass a maximum of 6 inches in height during the project and through the 90 day warranty period.

5. In general, seed with Pensacola Bahia grass, except in sandy areas, then use unhulled Bermuda. Add temporary grass seeds as appropriate for the season. In urban areas where lawns are maintained in the right of way, the Contractor shall sod or seed to match existing grass or sod at no additional cost to the County. During the months of October through February overseed all sodded areas with temporary grass seed. Seeding rates are as follows:

Type of Seed	Coastal (Mar.-Nov.)	Coastal (Nov.-Mar.)	Inland (Mar.-Nov.)	Inland (Nov.-Mar.)
	Seeding rate (lb/Ac)	Seeding rate (lb/Ac)	Seeding rate (lb/Ac)	Seeding rate (lb/Ac)
Unhulled Bermuda[2]		90		20
Hulled Bermuda[2]	60		15	
Bahia (Argentine or Pensacola)			180	180
Annual Rye Grass		90		90

Notes:

Table from FDOT 2000 Standard Specification for Road and Bridge Construction. Bermuda shall not be used in areas adjacent to existing or proposed landscaping.

6. When hydroseeding is used, Contractor shall submit hydro-seeding mix to the County Engineer for approval. Mix shall include permanent and temporary seed, fertilizer, mulch, and soil seal. The mix shall give a seeding, mulching and fertilizing rate that is equal to or greater than the seeding rates specified in the table above and meeting standards for hydroseeding technology.

7. Seeding may only be used on slopes less than 4:1 horizontal to vertical (H:V). Sod all slopes between 4:1 and 2:1 H:V slopes. Use lapped and pinned sodding or erosion control blankets for all slopes between 2:1 and 1:1 H:V. Use retaining walls or sand cement riprap for slopes greater than 1:1 (H:V).

8. When working in the waters of the state under a state or federal regulatory permit, the Contractor shall take water samples as directed by the conditions of the permit.

Section 105 – Contractor Quality Control General Requirements

1. The Contractor shall have the following Florida Department of Transportation (FDOT) plant and laboratory approvals:
    a. An FDOT approved asphaltic concrete production plant.
    b. An FDOT approved asphaltic concrete laboratory at the asphalt production plant.

2. The contractor shall provide at or prior to the pre-award meeting personnel certifications meeting the requirements of FDOT Specification Section 105-8.

3. The contractor shall provide a Florida Department of Environmental Protection qualified Stormwater Management Inspector who shall inspect the construction site in accordance with the Pollution Control Inspection Plan and the Stormwater Pollution Prevention Plan for the NPDES Construction Permit.

Section 110 – Clearing and Grubbing

1.The Contractor shall protect from disturbance or damage all land monuments and property markers. All disturbed land monuments and property markers shall be properly restored to original condition at Contractor's expense.

Section 120 – Earth Work and Related Operations

1. The County does not have a resolution testing lab. If deemed necessary, the Contractor must be willing to use an FDOT certified laboratory that is mutually acceptable to the County and the Contractor for any resolution testing. The Contractor will retain and store any resolution test samples.

2. The County shall not compensate the Contractor for overhaul of excavated materials. The Contractor shall include the cost of such overhaul in the unit price for excavation or embankment, as applicable.

3. The Contractor shall stockpile, except in the area denoted in the roadway plans, and use all suitable excavated materials on the jobsite and haul off any excess upon completion of the job. Topsoil shall be stored in a separate stockpile in the County right of way or as directed by the County Engineer except the area denoted in the roadway plans.

Section 327 – Milling of Existing Asphalt Pavement

1. Asphalt concrete millings are to remain property of the County unless otherwise noted on the plans. The Contractor shall haul the asphalt concrete millings to the stockpile designated by the County Public Works Department Roads and Bridges Division. Call the Bay County Roads and Bridges Division (phone 850-248-8810) to obtain the stockpile locations.

Section 334 – Superpave Asphalt Concrete

1. The County does not have a resolution testing lab. If deemed necessary, the Contractor must be willing to use an FDOT certified laboratory that is mutually acceptable to the County and the Contractor for any resolution testing. For plant and roadway asphaltic concrete acceptance, Contractor is to utilize all methods of construction quality control testing and frequency of testing in accordance with FDOT 2016 Specification.

2. For all paving contracts, the asphalt concrete supplier shall allow County personnel or their designated representatives to inspect the asphalt production plant and laboratory, and to monitor the on-site laboratory testing of asphaltic concrete during production runs for County projects. If County personnel or their designated representatives need take asphalt concrete samples from the trucks at the asphalt plant or at the job site the Contractor shall provide a safe platform for taking the samples.

3. The Contractor shall stop production of asphaltic concrete in time for the mix to be placed and finished 30 minutes prior to sundown. If the contractor predicts such operations cannot be completed prior to sundown, approval must be obtained from the County.

4. The County will not allow asphaltic concrete to be produced or placed until the County Inspector and Contractor have received satisfactory test results and certified the base to be suitable for paving.

5. Segregated aggregate, surface bumps and depressions, bleeding asphalt concrete, clay balls, poor aggregate gradation, asphalt content out-of-tolerance from the job mix

formula, poor joint construction, and noncompliance with the rolling procedures may all result in rejection of the asphalt concrete by the County. In such cases the Contractor, at Contractor's expense, shall remove and replace the asphalt concrete, or overlay the existing pavement with suitable material. The choice to remove and replace, or overlay the deficient asphalt concrete shall be made by the County Engineer.

6. The County will not accept nor pay for any asphaltic concrete placed without a County Inspector on-site during the entire paving operation. To receive payment for paving materials, the Contractor must give the County Inspector a materials delivery ticket showing mix design, the truck number, the tonnage, the date, and the job name. Contractor's failure to give the delivery ticket to the inspector may result in the County not paying for the material. If the paving schedule changes the Contractor must give the County Inspection office 48 hours (2 work days exclusive of Saturday and Sundays) in advance of the beginning of paving. Failure to give the 48 hours notification will result in shutdown of the paving operation by the County Inspector or County Engineer.

7. The Contractor shall utilize a Material Transfer Vehicle (MTV) on any single road with the total combined lane length of 1.0 mile or greater.

Section 346 – Portland Cement Concrete

1. The Contractor shall stop production of portland cement concrete in time for the mix to be placed and finished 30 minutes prior to sundown.

2. The County will not allow Portland cement concrete to be produced or placed until the County Inspector and Contractor have received satisfactory test results and certified the base to be suitable for concrete placement. The County will not accept or pay for any Portland cement concrete placed without a County Inspector being on site to observe placement, and the County requires 48 hours notice to schedule its inspectors.

Section 400 – Concrete Structures

1. County Inspector must be present during placement of all concrete. The County will not pay for any concrete placed without a County Inspector present. Contractor shall give 48 hours (2 workdays) advance notice to the County Inspector prior to placement.

Section 425 – Inlets, Manholes, and Junction Boxes

1. Unless otherwise approved by the County Engineer, inlet basins shall have sump bottoms with drain constructed in accordance with FDOT Index 201 Sheet 2.

Section 430 – Pipe Culverts

1. The County does not have a resolution testing lab. If deemed necessary, the Contractor must be willing to use an FDOT certified laboratory that is mutually acceptable to the County and the Contractor for any resolution testing. The Contractor will retain and store any resolution test samples.

2. Unless otherwise shown on the plans, the cost per linear foot for the installation of any drainage pipe or structure under a roadway that requires a roadway cut shall include the cost of patching the roadway cut in accordance with the requirements of the Bay County Utility Accommodation Guide, dated March 1992.

3. Only RCP, ERCP, and HDPE meeting requirements of the FDOT specifications are suitable for County projects. Only concrete pipe will be allowed for cross drains and concrete or HDPE pipe will be allowed for side drains. Asphalt coated metal pipe will only be allowed under driveways with concrete mitered ends.

4. The Contractor shall excavate, construct and place all pipelines, concrete work, fill, and bedding rock, in the dry. In addition, the Contractor shall not make the final 24 inches of excavation until the water level is a minimum of one foot below proposed bottom of excavation. For purposes of these specifications, “in-the-dry” is defined to be within 2% of the optimum moisture content of the soil. The County reserves the right to ask the Contractor to demonstrate that the water level is a minimum of one foot below proposed bottom of excavation before allowing the construction to proceed.

Section 530 – Riprap

1. The riprap shall be a durable stone with a minimum unit weight of 165 pounds per cubic foot. Riprap gradation shall consist of reasonably well graded durable rock with a medium stone size of 80 pounds and not over 10 percent larger than 200 pounds. There shall be sufficient small stones and spalls to approximately fill the void between the larger stones.

SUPPLEMENTAL SPECIFICATIONS

320 HOT MIX ASPHALT – PLANT METHODS AND EQUIPMENT.

(REV 3-24-16) (FA 3-30-16) (7-16)

SUBARTICLE 320-3.3.2 is deleted and the following substituted:

320-3.3.2 Storage: Equip asphalt binder storage tanks to heat the liquid asphalt binder to the temperatures required for the various mixtures. Heat the material in such a manner that no flame comes in contact with the binder. Heat or insulate all pipe lines and fittings. Use a circulating system of adequate size to ensure proper and continuous circulation during the entire operating period. Locate a thermometer, reading from 200 to 400°F, either in the storage tank or in the asphalt binder feed line. Maintain the asphalt binder in storage within a range of 230 to 370°F in advance of mixing operations. Locate a sampling device on the discharge piping exiting the storage tank or at a location as approved by the Engineer. Provide a metal can of one quart capacity for binder sampling at the request of the Engineer.

SUBARTICLE 320-6.1 is deleted and the following substituted:

320-6.1 Mixing: After the aggregate is dried and properly proportioned, mix the aggregate, along with any other components, with the asphalt binder to produce a thoroughly and uniformly coated mixture. Do not produce the mix by altering the component blend percentage of the RAP or sand by more than plus or minus 5.0% from the job mix formula on the approved mix design. For mix designs using fractionated RAP, the combined blend change for all RAP components must not exceed plus or minus 5.0%. The plus or minus 5.0% maximum component change does not apply to crushed virgin aggregate components during production.

334 SUPERPAVE ASPHALT CONCRETE.

(REV 2-12-16) (FA 3-30-16) (7-16)

SUBARTICLE 334-1.2 is deleted and the following substituted:

334-1.2 Traffic Levels: The requirements for Type SP Asphalt Concrete mixtures are based on the design traffic level of the project, expressed in 18,000 pound Equivalent Single Axle Loads (ESAL's). The five traffic levels are as shown in Table 334-1.

Table 334-1
Superpave Traffic Levels

Traffic Level	Traffic Level ($1x10^6$ ESAL's)

Table 334-1 Superpave Traffic Levels	
Traffic Level	Traffic Level ($1x10^6$ ESAL's)
A	<0.3
B	0.3 to <3
C	3 to <10
D	10 to <30
E	≥30

The traffic levels for the project are as specified in the Contract Documents. A Type SP mix one traffic level higher than the traffic level specified in the Contract Documents may be substituted, at no cost to the Department (i.e., Traffic Level B may be substituted for Traffic Level A, etc.). As an exception, the same traffic level and binder type that is used for the mainline traffic lanes may be placed in the shoulder at no additional cost to the Department.

SUBARTICLE 334-5.1.2 is deleted and the following substituted:

334-5.1.2 Acceptance Testing Exceptions: When the total combined quantity of hot mix asphalt for the project, as indicated in the Plans for Type SP and Type FC mixtures only, is less than 2000 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may require the Contractor to run process control tests for informational purposes, as defined in 334-4, or may run independent verification tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, open-graded friction courses, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, gore areas, or any course with a specified thickness less than 1 inch or a specified spread rate that converts to less than 1 inch as described in 334-1.4. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only per the requirements of 330-7.7. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet (continuous) in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes or ramps. Do not perform density testing for acceptance in situations where the areas requiring density testing is less than 50 tons within a sublot.

Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. A random core location that occurs within the intersection shall be moved forward or backward from the intersection at the direction of the Engineer.

Where density testing for acceptance is not required, compact these courses (with the exception of open-graded friction courses) in accordance with the rolling procedure (equipment and pattern) as approved by the Engineer or with Standard Rolling Procedure as specified in 330-7.2. In the event that the rolling procedure deviates from the

procedure approved by the Engineer, or the Standard Rolling Procedure, placement of the mix shall be stopped.

The density pay factor (as defined in 334-8.2) for areas not requiring density testing for acceptance will be paid at the same density pay factor as for the areas requiring density testing within the same LOT. If the entire LOT does not require density testing for acceptance, the LOT will be paid at a density pay factor of 1.00.

SUBARTICLE 334-5.4.1 is deleted and the following substituted:

334-5.4.1 Lost or Missing Verification/Resolution Samples: In the event that any of the Verification and/or Resolution asphalt mixture samples that are in the custody of the Contractor are lost, damaged, destroyed, or are otherwise unavailable for testing, the minimum possible pay factor for each quality characteristic as described in 334-8.2 will be applied to the entire LOT in question, unless called for otherwise by the Engineer. Specifically, if the LOT in question has more than two sublots, the pay factor for each quality characteristic will be 0.55. If the LOT has two or less sublots, the pay factor for each quality characteristic will be 0.80. If only the roadway cores are lost, damaged, destroyed, or are otherwise unavailable for testing, then the minimum possible pay factor for density will be applied to the entire LOT in question. In either event, the material in question will also be evaluated in accordance with 334-5.9.5.

If any of the Verification and/or Resolution samples that are in the custody of the Department are lost, damaged, destroyed or are otherwise unavailable for testing, the corresponding QC test result will be considered verified, and payment will be based upon the Contractor's data.

916 BITUMINOUS MATERIALS.

(REV 2-16-16) (FA 3-30-16) (7-16)

SECTION 916 is deleted and the following substituted:

SECTION 916
BITUMINOUS MATERIALS

916-1 General.

All products supplied under this Specification shall be one of the products included on the Approved Product List (APL). Producers seeking evaluation of a product for inclusion on the APL shall submit an application in accordance with Section 6.

For liquid anti-strip agents, in addition to the above, producers shall include a report of test results from an independent laboratory confirming the material meets the requirements of this section. In lieu of submitting test results from an independent laboratory, the Department will evaluate the material. For each liquid anti-strip agent, the producer will submit one pint of a representative sample of liquid anti-strip agent to the State Materials Office when submitting the APL application to the Department's Product Evaluation Section.

Any marked variation from the original test values for a material below the established limits or evidence of inadequate quality control or field performance of a material will be considered sufficient evidence that the properties of the material have changed, and the material will be removed from the APL.

916-2 Superpave PG Asphalt Binder:

916-2.1 Requirements: Superpave Performance Graded (PG) asphalt binders, identified as PG 52-28, PG 58-22, PG 67-22, polymer modified asphalt (PMA) binders, PG 76-22 (PMA) and PG 82-22 (PMA), and asphalt rubber binders (ARB), PG 76-22 (ARB), shall meet the requirements of 916-2 and AASHTO M 332-14. All PG asphalt binders shall meet the following additional requirements:

1. The intermediate test temperature at 10 rad/sec. for the Dynamic Shear Rheometer (DSR) test (AASHTO T 315-12) shall be 26.5ºC for PG grades PG 67 and higher.

2. An additional high temperature grade of PG 67 is added for which the high test temperature at 10 rad/sec for the DSR test (AASHTO T 315-12) shall be 67ºC.

3. All PG asphalt binders having a high temperature designation of PG 67 or lower shall be prepared without modification.

4. All PMA binders having a high temperature designation higher than PG 67 shall only be produced with a styrene-butadiene-styrene (SBS) or styrene-butadiene (SB) elastomeric polymer modifier and the resultant binder shall meet all requirements of this Section.

5. Polyphosphoric acid may be used as a modifier not exceeding 0.75% by weight of asphalt binder for PG 76-22 (PMA), PG 76-22 (ARB), and PG 82-22 (PMA) binders.

6. PG 76-22 (ARB) shall meet the additional requirements of 916-2.1.1.

7. All PG asphalt binders having a high temperature designation of PG 67 or lower shall not have a high temperature true grade more than 5.9°C higher than the specified PG grade, (for example, if a PG 58-22 is specified, do not supply a PG 64-22 or higher).

For all PG binder used in all hot mix asphalt, silicone may be added to the PG binder at the rate of 25 cubic centimeters of silicone mixed to each 5,000 gallons of PG binder. If a disbursing fluid is used in conjunction with the silicone, the resultant mixture containing the full 25 cubic centimeters of silicone shall be added in accordance with the manufacturer's recommendation. The blending of the silicone with the PG binder shall be done by the supplier prior to the shipment. When the asphalt binder will be used with a foaming warm mix technology, refer to the technology supplier's guidance on the addition of silicone.

Where an anti-strip additive is required, per the requirements of Sections 334 and 337, the amount shall be from 0.25% to 0.75% by weight of asphalt binder. The anti-strip additive shall meet the requirements of 916-4. The anti-strip additive shall be introduced into the PG binder by the supplier during loading.

916-2.1.1 Additional Requirements for PG 76-22 (ARB): The following additional requirements apply only to PG 76-22 (ARB):

1. The asphalt binder shall contain a minimum of 7.0% ground tire rubber (GTR) by weight of asphalt binder.

2. The GTR shall meet the requirements of Section 919.

3. Polymer modification is optional for PG 76-22 (ARB).

4. Use of excess PG 76-22 (ARB): The Contractor may use excess PG 76-

22 (ARB) in other asphalt concrete mixes requiring the use of a PG 67-22 binder by blending with straight PG 67-22 binder so that the total amount of ground tire rubber in the binder is less than 2.0%. The Contractor may use excess PG 76-22 (ARB) in asphalt concrete mixtures requiring the use of a PG 52-28 or PG 58-22 by blending with the designated binder in such proportions that the total amount of ground tire rubber in the binder is less than 1.0%.

916-2.2 Compliance with Materials Manual: Producers of Superpave PG binders shall meet the requirements of Section 3.5, Volume II of the Department's Material Manual, which may be viewed at the following URL:
http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/files/Section3.5-100915.pdf

916-2.3 Reporting: Specification compliance testing results shall be reported for the tests in the table below, unless noted otherwise. Quality control (QC) testing results shall be reported for original binder DSR (G/sin δ and phase angle, as applicable).

SUPERPAVE PG ASPHALT BINDER		
Test and Method	Conditions	Specification Minimum/Maximum Value
Superpave PG Asphalt Binder Grade		Report
APL Number		Report
Modifier (name and type)	Polymer, Ground Tire Rubber with Approved Product List (APL) number, Sulfur, PPA, REOB, and any Rejuvenating Agents	Report
Original Binder		
Solubility, AASHTO T 44-14	in Trichloroethylene	Minimum 99.0% (Not applicable for PG 76-22 (ARB))
Flash Point, AASHTO T 48-06 (2015)	Cleveland Open Cup	Minimum 450ºF
Rotational Viscosity, AASHTO T 316-13	275ºF	Maximum 3 Pa·s[(a)]
Dynamic Shear Rheometer [(b)], AASHTO T 315-12	$G^*/\sin\delta$	Minimum 1.00 kPa
	Phase Angle, δ[(c)] PG 76-22 (PMA) and PG 76-22 (ARB)[(d)] PG 82-22 (PMA)	 Maximum 75 degrees Maximum 65 degrees
Separation Test, ASTM D 7173-14 and Softening Point, AASHTO T 53-09 (2013)	163±5°C 48 hours	 Maximum 15°F (PG 76-22 (ARB) only)

Rolling Thin Film Oven Test Residue (AASHTO T 240-09)		
Rolling Thin Film Oven, AASHTO T 240-13	Mass Change %	Maximum 1.00
Multiple Stress Creep Recovery, $J_{nr, 3.2}$ AASHTO M 332-14	Grade Temperature (Unmodified binders only)	"S" = 4.50kPa^{-1} max
Multiple Stress Creep Recovery, $J_{nr, 3.2}$[(d, e, f)] AASHTO M 332-14	67°C (Modified binders only)	"V" = 1.0 kPa^{-1} max "E" = 0.5 kPa^{-1} max Maximum $J_{nr,diff}$ = 75%
Multiple Stress Creep Recovery, %Recovery[(d, e)] AASHTO M 332-14	67°C (Modified binders only)	$\%R_{3.2} \geq 29.37 (J_{nr, 3.2})^{-0.2633}$
Pressure Aging Vessel Residue (AASHTO R 28-12)		
Dynamic Shear Rheometer, AASHTO T 315-12	$G^* \sin \delta$, 10 rad/sec.	Maximum 5000 kPa[(f, g)]
Creep Stiffness, AASHTO T 313-12	S (Stiffness), @ 60 sec. m-value, @ 60 sec.	Maximum 300 MPa Minimum 0.300

(a) Binders with values higher than 3 Pa·s should be used with caution and only after consulting with the supplier as to any special handling procedures, including pumping capabilities.
(b) Dynamic Shear Rheometer (AASHTO T 315) shall be performed on original binders for the purposes of QC testing only.
(c) The original binder phase angle (AASHTO T 315-12) shall be performed at grade temperature.
(d) AASHTO T 315-12 and AASHTO T 350-14 will be performed at a 2 mm gap for PG 76-22 (ARB)
(e) All binders with a high temperature designation >67 will be tested at 67°C. PG 76-22 (PMA) and PG 76-22 (ARB) shall pass a "V" graded and PG 82-22 (PMA) shall pass an "E" grade per AASHTO M 332-14.
(f) A maximum Jnr diff = 75% does not apply for any Jnr value < 0.5 kPa-1.
(g) For all PG grades of a PG 67 or higher, perform the PAV residue testing at 26.5°C with a maximum of 5000 kPa.

916-3 Asphalt Emulsions.

916-3.1 Compliance with Materials Manual: Producers of asphalt emulsions shall meet the requirements of Section 3.4, Volume II of the Department's Material Manual, which may be viewed at the following URL:
http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/files/Section3.4-100915.pdf

916-3.2 Requirements: Use a prime coat meeting the requirements of AASHTO M 140-13 for anionic emulsions, AASHTO M 208-01 (2013) or AASHTO M 316-13 for cationic emulsions, or as specified in the Producer's QC Plan. For anionic emulsions, the cement mixing test will be waived. For tack products the minimum testing requirements shall include percent residue, naphtha content (as needed), one-day storage stability, sieve test, Saybolt Furol viscosity, original DSR, and solubility (on an annual basis). Residue testing shall be performed on residue obtained from distillation (AASHTO T 59-15) or low- temperature evaporation (AASHTO PP 72-11(2013) Method B).

916-4 Liquid Anti-strip Agents.

916-4.1 Requirements: Liquid anti-strip agents shall be tested in accordance with FM 1-T 283. A minimum tensile strength ratio of 0.80 must be obtained when testing the liquid anti-

strip with various aggregate sources and two nominal maximum aggregate size mixtures. Specific requirements are contained in the APL process.

916-4.2 Mix Design Verification: Inclusion of a liquid anti-strip agent on the APL does not guarantee that the anti-strip will be approved for use in an asphalt mixture. Particular aggregate sources may require moisture susceptibility testing per FM 1-T 283 for each mix design. Results from this testing may meet the Department's requirement of minimum tensile strength ratio of 0.80 or may indicate the need for a larger dosage rate of anti-strip agent (up to 0.75% maximum) or a different anti-strip agent to meet the specification requirements.

THIS COMPLETES THIS SPECIFICATIONS PACKAGE

EXHIBIT 2
CONTRACTOR'S RESPONSE

General Info

Total:

$220,618.72

Number

17-19

Deadline

04/28/2017 02:00 PM CDT

Vendor

Roberts and Roberts, Inc.

Submitted

04/28/2017 10:51 AM CDT **Signed By** Jonathan Parramore

Opened

04/28/2017 02:01 PM CDT **By** kgrindle@baycountyfl.gov

Description

Minnesota Avenue Sidewalk Project

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

PRE-BID MEETING

MANDATORY PRE-BID MEETING

A MANDATORY Pre-Bid Meeting will be held at 1:00 pm (central time) on Wednesday, April 12, 2017 in the Public Works Conference Room, 840 W. 11th Street, Panama City, FL 32401.

Note: Bidders shall attend the pre-bid meeting. Any Bidder who fails to attend will be deemed non-responsive and automatically disqualified from further consideration. The purpose of this meeting is to familiarize bidders with the project and answer questions. All bidders must be present and signed in prior to the start of the Mandatory Pre-Bid Meeting. The convener of the meeting will collect the sign in sheet(s) and the meeting will “Officially” start. Anyone not signed in at the “Official” start of the meeting will be considered late and will not be allowed to bid on the project. Please allow 10 to 15 minutes to sign in prior to the start of the Mandatory Pre-Bid Meeting.

In the event that any discussions or questions at the pre-bid meeting or afterward require additional clarification the COUNTY will issue a written summary of questions and answers as an addendum to this Invitation to Bid.

Roadway Items

$200,873.50

BID ITEM	DESCRIPTION	UNIT	QUANTITY	Price	Extension
101-1	MOBILIZATION	LS	1.000	$25,000.00	$25,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	1.000	$25,000.00	$25,000.00
102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	CY	101.400	$35.00	$3,549.00
102-60	WORK ZONE SIGN	ED	1,335.000	$0.65	$867.75
102-74-1	CHANNELIZING DEVICE - TYPE I, II, DI, VP, DRUM, OR LCD	ED	2,585.000	$0.65	$1,680.25
104-10-3	SEDIMENT BARRIER	LF	2,367.000	$3.50	$8,284.50
104-18	INLET PROTECTION SYSTEM	EA	6.000	$250.00	$1,500.00
110-1-1	CLEARING & GRUBBING	AC	1.000	$15,750.00	$15,750.00
110-7-1	MAILBOX, F&I SINGLE	EA	2.000	$150.00	$300.00
120-1	REGULAR EXCAVATION	CY	334.000	$25.00	$8,350.00
120-2-2	BORROW EXCAVATION, TRUCK MEASURE	CY	98.000	$25.00	$2,450.00
285-704	OPTIONAL BASE GROUP, 04	SY	290.000	$14.00	$4,060.00
334 1 12	SUPERPAVE ASPHALTIC CONC. TRAFFIC B	TN	23.900	$200.00	$4,780.00
425-1-525	INLETS, DITCH BOTTOM, TYPE C, PARTIAL	EA	2.000	$3,500.00	$7,000.00
425-1-551	INLETS, DITCH BOTTOM, TYPE E, <10'	EA	1.000	$6,500.00	$6,500.00
430-175-112	PIPE CULV, OPT MATL, ROUND, 12" S/CD	LF	18.000	$95.00	$1,710.00
430-175-118	PIPE CULV, OPT MATL, ROUND, 18" S/CD	LF	4.000	$150.00	$600.00
430-175-124	PIPE CULV, OPT MATL, ROUND, 24" S/CD	LF	4.000	$200.00	$800.00
515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	9.000	$55.00	$495.00
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	139.000	$35.00	$4,865.00
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	SY	1,454.000	$34.00	$49,436.00
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	321.000	$55.00	$17,655.00
527-2	DETECTABLE WARNINGS	SF	133.000	$35.00	$4,655.00
570-1-2	PERFORMANCE TURF, SOD	SY	1,862.000	$3.00	$5,586.00
					Total: $200,873.50

Signing & Pavement Markiing Items

$19,745.22

BID ITEM	DESCRIPTION	UNIT	QUANTITY	Price	Extension
654-2-30	RECT RAPID FLASHING BEACON, INSTALL	AS	4.000	$2,000.00	$8,000.00
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	7.000	$350.00	$2,450.00
700-1-50	SINGLE POST SIGN, RELOCATE	AS	11.000	$55.00	$605.00
700-1-60	SINGLE POST SIGN, REMOVE	AS	4.000	$50.00	$200.00
710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12"	LF	304.000	$2.20	$668.80
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	LF	46.000	$4.40	$202.40
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	412.000	$4.40	$1,812.80
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINES	LF	150.000	$8.80	$1,320.00
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	EA	4.000	$220.00	$880.00
711-12-201	THERMOPLASTIC, REFURBISH, YELLOW, SOLID 6"	GM	0.152	$5,810.00	$883.12
711 14 123	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12" FOR CROSSWALK	LF	103.000	$7.70	$793.10
711 14 125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	116.000	$15.50	$1,798.00
711-17	THERMOPLASTIC, REMOVE EXISTING PAVEMENT MARKINGS	SF	24.000	$5.50	$132.00
					Total: $19,745.22

ATTACHMENT LIST

17-19 minnesota ave sidewalk project.pdf

attachment 1 - pay item notes.pdf

attachment 2 - specifications package.pdf

attachment 3 - lap requirements.pdf

attachment 4 - environmental certification.pdf

attachment 5 - plans.pdf

bid bond form.pdf

17-19 addendum #1.pdf

REQUIRED DOCUMENT LIST

Name	Omission Terms	Submitted File
Certification of Current Capacity & Status of Contracts on Hand FDOT LAP 525-010-46		lap current capacity.pdf
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion FDOT LAP 375-030-32		certification regarding debartment.pdf
Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts FDOT LAP 375-030-33		certification for disclosure of lobbying activities.pdf
Disclosure of Lobbying Activities FDOT LAP 375-030-34		disclosure of lobbying acitivities.pdf
Non-Collusion Declaration and Compliance with 49 CFR 29 FDOT LAP 575-060-13		non collusion declaration.pdf
Bid Bond A Bid Bond, in the amount of 5% of the proposed base bid contract amount		bid bond.pdf
6 Required Documents		

BID FORM

This proposal of *

Roberts and Roberts, Inc.

hereinafter called "BIDDER," organized and existing under the laws of the State of *

Florida

doing business as (Insert "a corporation", "apartnership" or "an individual" as applicable) *

a corporation

Signed with property authority and on behalf of *

Roberts and Roberts, Inc.

Name of Firm *

Roberts and Roberts, Inc.

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work, as detailed in this bid.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

Contractor agrees to perform the entire work as indicated and in compliance with the Contract Documents and Specifications, complete in every detail.

Authorized Signature *

Charles W. Roberts, III

Title *

President

Date *

04/28/17

BID BOND

A Bid Bond, in the amount of 5% of the proposed base bid contract amount, shall accompany each bid. A scanned copy may be submitted with the e-bid and the original delivered within 24 hours after bid opening.

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda (select + to add fields)

Addendum No. *	Date *
1	4/19/17

Name of Firm *

Roberts and Roberts, Inc.

Authorized Signature *

Charles W. Roberts, III

Title *

President

Date *

4/28/17

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: *

Roberts and Roberts, Inc.

Authorized Signature (Printed): *

Charles W. Roberts, III

Title: *

President

Date: *

4/28/17

CONFLICT OF INTEREST DISCLOSURE FORM

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

Indicate either “yes” (a county employee, elected official, or agency is also associated with your firm), or “no”. If yes, give person(s) name(s) and position(s) with your firm.

Select one: *

No

Names (Click the + icon to add more)

Name:	Position:

Name of Firm: *

Roberts and Roberts, Inc.

Authorized Signature (Printed): *

Charles W. Roberts, III

Title: *

President

Date: *

4/28/17

IDENTICAL TIE BIDS/DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by the County for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. To have a drug-free workplace program, a business shall:
Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following: *

This firm complies fully with the above requirements.

Name of Firm: *

Roberts and Roberts, Inc.

Authorized Signature (Printed Name) *

Charles W. Roberts, III

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 (Add more by clicking the + icon)

Subcontractor Name and Address: *

Absolute Solutions ARS, LLC

Work to be performed: *

Concrete

Amount: *

$60,000.00

Name of Firm: *

Roberts and Roberts, Inc.

Authorized Signature (Printed Name): *

Charles W. Roberts, III

Title: *

President

Date: *

4/28/17

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL

For bids to be received on April 28, 2017
(Letting Date)

Fill in your FDOT Vendor Number
VF 59-2895927
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) $ 11,848,927.01

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Roberts and Roberts, Inc.
NAME OF FIRM

Sworn to and subscribed this 28th day of April, 20 17

By: Charles W Roberts III

Charles W. Roberts, III - President
Title

Roberts and Roberts, Inc.

Period Ending

03/31/17

JOB NO	Cert. Payroll	JOB DESCRIPTION	CONTRACT AMOUNT				BILLINGS		REMARKS
			Original Amt	Contingency	CO's - O/U's	Current Amt	Billings To Date	To Compl	
1001	Yes	SR30 Gulf County Widening	$2,503,817.25		$373,647.05	$2,877,464.30	$2,877,464.30 | 100%	$0.00	
1002	No	Transmitter Road - FY13 Annual Resurfacing Phase II	$617,238.12		-$8,115.00	$609,123.12	$609,123.12 | 100%	$0.00	
1003	Yes	SR69 Bridge Replacement Over Stafford Creek, T3396	$640,259.08		$91,702.97	$731,962.05	$731,962.05 | 100%	$0.00	
1004	Yes	SR69 Bridge Replacement Over Graves Creek, T3401	$1,033,095.07		$946.31	$1,034,041.38	$1,034,041.38 | 100%	$0.00	
1005	No	TP Smith Water Treatment Plant	$41,000.00			$41,000.00	$41,000.00 | 100%	$0.00	
1006	No	TP Smith Water Treatment Plant	$456,000.00		$183,333.00	$639,333.00	$639,333.00 | 100%	$0.00	
1007	Yes	Lafayette Street	$158,409.25		$6,453.25	$164,862.50	$164,862.50 | 100%	$0.00	
1008	No	Bull Run Unit VI	$43,573.60			$43,573.60	$43,573.60 | 100%	$0.00	
1009	No	SR 20 Milling & Resurfacing. From West of SR 73S to Apalach River.	$3,867,191.06	-$41,691.80	$413,647.76	$4,239,147.02	$4,245,772.72 | 100%	$0.00	
1010	No	SR30 (Front Beach Road) from SR30A to SR 79 in Bay County	$472,483.45		-$17,468.81	$455,014.64	$455,014.64 | 100%	$0.00	
1011	No	Bay County FY 13 Annual Resurfacing - Phase I Local Roads	$1,044,620.50		-$188,075.95	$856,544.55	$856,544.55 | 100%	$0.00	
1012	No	Flat Creek Road Resurfacing in Gadsden County	$795,322.50		-$95,856.67	$699,465.83	$699,465.83 | 100%	$0.00	
1013	No	City of Quincy Resurfacing - Various Roads	$68,332.75		$1,566.60	$69,899.35	$69,899.35 | 100%	$0.00	
1014	No	ACCI Material Haul	$0.00			$0.00	|		
1015	No	CR 270 WIdening, Woodward Road	$974,291.00		$136,126.00	$1,110,417.00	$1,110,417.00 | 100%	$0.00	
1016	No	Lakeside Lane	$41,370.00		$15,570.00	$56,940.00	$56,940.00 | 100%	$0.00	
1017	No	CR69 South CIGP	$920,721.90		$15,818.00	$936,539.90	$936,539.90 | 100%	$0.00	
1018	No	Sherman Building Annex, PC Port Authority	$819,268.50		$125,990.42	$945,258.92	$945,258.92 | 100%	$0.00	
1019	Yes	Terminal Pushback Apron	$14,400.00		$6,800.00	$21,200.00	$21,200.00 | 100%	$0.00	
1020	No	Oak Street - Franklin County	$769,343.00		$8,619.13	$777,962.13	$777,962.13 | 100%	$0.00	
1021	No	Bayshore Drive - Franklin County	$1,251,302.10		$115,534.24	$1,366,836.34	$1,366,836.34 | 100%	$0.00	
1023	No	Pickett's Landing and 12th Street	$191,000.00		$7,580.00	$198,580.00	$198,580.00 | 100%	$0.00	
1024	No	Breakfast Point Subdivision Phase III. The St. Joe Company	$1,387,112.10		$669,691.90	$2,056,804.00	$2,056,804.00 | 100%	$0.00	
1025	No	Alligator Point Debris Removal - Franklin County	$95,930.00			$95,930.00	$95,930.00 | 100%	$0.00	
1026	Yes	SR 20 Over Gum Creek, Leon County, T3386	$398,079.02		-$5,271.68	$392,807.34	$392,807.34 | 100%	$0.00	
1027	No	Baldwin Road Design Build	$3,587,622.00		$1,292,797.95	$4,880,419.95	$4,880,419.95 | 100%	$0.00	
		Change Order No. 1			*$837,258.38*				*Extended project limits. Additional work*
		Change Order No. 2			*$17,350.50*				*Redesign and construct stormwater system.*
		Change Order No. 3			*$65,375.59*				*Added full depth reconstruction to job.*
		Change Order No. 4			*$0.00*				*Time extension, permitting delays*
		Change Order No. 5			*$66,731.21*				*Unforeseen conditions, utility delays.*
		Change Order No. 6			*$13,083.61*				*Unforeseen conditions, removal of unsuitable soils.*
		Change Order No. 7			*$3,630.00*				*Driveway modifications.*
		Change Order No. 8			*$15,689.15*				*Unforeseen conditions, utility delays.*

Roberts and Roberts, Inc.

Period Ending

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JOB NO	Cert. Payroll	JOB DESCRIPTION	CONTRACT AMOUNT				BILLINGS		REMARKS
			Original Amt	Contingency	CO's - O/U's	Current Amt	Billings To Date	To Compl	
		Change Order No. 9			*$46,582.50*				*Unforeseen conditions, import pipe backfill*
		Change Order No. 10			*$0.00*				*Time extension, utility delays.*
		Change Order No. 11			*$84,532.50*				*Additional trucking/handling material in C.O. #9.*
		Change Order No. 12			*$51,843.22*				*Extended project limits. Additional work*
		Change Order No. 13			*$3,181.58*				*Added sod to project.*
		Change Order No. 14			*$87,539.71*				*Claim #1*
1028	No	SR123 Clearing, Okaloosa County, E3N24	$489,178.12	-$20,841.12	-$2,148.00	$466,189.00	$466,189.00 | 100%	$0.00	
1029	No	SR79 Design Build - ACCI	$1,968,080.38		$256,500.00	$2,224,580.38	$2,127,033.37 | 96%	$97,547.01	
1030	No	County Road 392 - Calhoun County	$794,487.25		$226,505.00	$1,020,992.25	$1,020,992.25 | 100%	$0.00	
1031	No	City of Lynn Haven FY 2014	$209,580.00		$26,840.00	$236,420.00	$236,420.00 | 100%	$0.00	
1032	No	City of Callaway Annual Resurfacing	$90,000.00			$90,000.00	$90,000.00 | 100%	$0.00	
1033	No	ABC Charter School	$122,542.00			$122,542.00	$122,542.00 | 100%	$0.00	
1034	No	Magnolia Hills Subdivision	$802,962.00		$8,592.25	$811,554.25	$811,554.25 | 100%	$0.00	
1035	No	Silas Green Road - Calhoun County	$132,856.70		-$43,836.00	$89,020.70	$89,020.70 | 100%	$0.00	
1036	No	Panama City Beach Street Resurfacing FY 2014	$202,850.00			$202,850.00	$202,850.00 | 100%	$0.00	
1037	Yes	SR10 (US90) @ SR4, Okaloosa County, T3502	$633,977.02	-$13,800.80	$74,764.70	$694,940.92	$694,940.92 | 100%	$0.00	
1038	No	Bridge Harbor	$416,775.60			$416,775.60	$416,775.60 | 100%	$0.00	
1039	No	CR 373 Springhill Road Widening & Resurfacing (Waukulla Co)	$362,063.00		$250,565.90	$612,628.90	$612,628.90 | 100%	$0.00	
1040	No	Blountstown Elementary School Parking Upgrades	$452,922.78			$452,922.78	$452,922.78 | 100%	$0.00	
1041	No	Magnolia Grove - Sandco	$161,312.00		$12,180.80	$173,492.80	$173,492.80 | 100%	$0.00	
1042	No	Ed Lee Road Drainage Improvement Project - Bay County BOC	$954,451.60		$4,015.63	$958,467.23	$958,467.23 | 100%	$0.00	
1043	No	Altha Water System	$26,875.00		-$366.25	$26,508.75	$26,508.75 | 100%	$0.00	
1044	Yes	SR83 Walton County, T3434	$459,930.00	-$8,320.00		$451,610.00	$451,610.00 | 100%	$0.00	
1045	No	SR123, FPN 411102 3 52 01, T3472	$250,000.00		$2,525,138.38	$2,775,138.38	$2,775,138.38 | 100%	$0.00	
1046	No	SR123, FPN 411102 2 52 01, T3471	$215,000.00			$215,000.00	$215,000.00 | 100%	$0.00	
1047	No	Indianhead Acres/Winchester Lane Sewer & Water	$423,070.00		-$7,513.00	$415,557.00	$415,557.00 | 100%	$0.00	
1048	No	County Road 3280 - Walton County	$3,186,992.00		$147,447.68	$3,334,439.68	$3,334,439.68 | 100%	$0.00	
1049	Yes	SR79 Multi-Use Trail	$185,899.26	-$9,769.26	-$15,100.00	$161,030.00	$161,030.00 | 100%	$0.00	
1050	No	John Bailey / Roy Golden Road	$33,125.00		-$388.55	$32,736.45	$32,736.45 | 100%	$0.00	
1051	No	SR65 Gadsden County	$4,259,733.51		-$351,965.28	$3,907,768.23	$3,907,768.23 | 100%	$0.00	
1052	No	CR177 Resurfacing Holmes County	$5,105,864.79	-$93,612.76		$5,012,252.03	$5,012,252.03 | 100%	$0.00	
1053	No	BPCA Paving & Drainage Improvements	$903,008.45	-$21,500.00	$30,732.90	$912,241.35	$912,241.35 | 100%	$0.00	
1054	No	Freeman Road	$359,775.84		$6,864.52	$366,640.36	$366,640.36 | 100%	$0.00	
1055	Yes	Chester Street Sidewalk	$9,500.00		$4,456.50	$13,956.50	$13,956.50 | 100%	$0.00	
1056	Yes	FPN 430549-1-52-01 Taylor County	$839,141.40	-$36,224.44	-$5,140.19	$797,776.77	$797,776.77 | 100%	$0.00	
1057	Yes	T2484 Taylor County	$19,000.00			$19,000.00	$19,000.00 | 100%	$0.00	

Roberts and Roberts, Inc.

Period Ending

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JOB NO	Cert. Payroll	JOB DESCRIPTION	CONTRACT AMOUNT				BILLINGS		REMARKS
			Original Amt	Contingency	CO's - O/U's	Current Amt	Billings To Date	To Compl	
1058	No	Jarrott Daniels Road	$3,299,006.55		-$29,064.33	$3,269,942.22	$3,269,942.22 | 100%	$0.00	
		Change Order No. 1			*-$161,687.55*				*Deleted Work*
		Change Order No. 2			*$132,908.00*				*Additional Dirt and Asphalt Work*
		Change Order No. 3			*-$287.78*				*Reconcile Contract to Zero*
1059	Yes	Capital Circle NW/SW	$366,343.76		-$311,190.20	$55,153.56	$55,153.56 | 100%	$0.00	
1060	Yes	Clean Harbors - USDA Response				$618,921.21	$618,921.21 | 100%	$0.00	
1061	Yes	VA Outpatient Facility	$15,682.56			$15,682.56	$15,682.56 | 100%	$0.00	
1062	No	FEMA Work Zone 1	$445,915.90		$20,200.76	$466,116.66	$466,116.66 | 100%	$0.00	
1063	No	FEMA Work Zone 2	$168,455.90		$7,210.00	$175,665.90	$175,665.90 | 100%	$0.00	
1064	No	FEMA Work Zone 4	$761,301.94		$25,480.00	$786,781.94	$786,781.94 | 100%	$0.00	
1065	No	FEMA Work Zone 5	$581,808.50	$14,700.00		$596,508.50	$596,508.50 | 100%	$0.00	
1066	Yes	T3562, 428745 1 52 01	$736,742.00	-$33,112.77	$1,151.01	$704,780.24	$704,780.24 | 100%	$0.00	
1067	No	FSU Housing	$1,129,111.00		-$29,027.50	$1,100,083.50	$1,023,697.46 | 93%	$76,386.04	
		Change Order No. 1			*-$141,950.13*				*Owner Direct Material Purchase*
		Change Order No. 2			*$12,672.00*				*Demuck Material*
		Change Order No. 3			*$21,606.00*				*ASI #4*
		Change Order No. 4			*$47,839.00*				*Bldg 4 Excavation, Backfill, Added Structures*
		Change Order No. 5			*$35,170.00*				*ASI #6 - #8 Changes*
		Change Order No. 6			*-$12,920.00*				*Underground Duct Backcharge*
		Change Order No. 7			*$5,177.63*				*Bldg 3 Storm Drain Changes*
		Change Order No. 8			*$3,378.00*				*Modify Existing Structure*
1068	No	AJ EO & Atmospheric Building	$148,942.00		$3,795.00	$152,737.00	$152,737.00 | 100%	$0.00	
1070	No	SR77 Weigh in Motion	$1,500,230.00	-$26.65	$7,051.77	$1,507,255.12	$1,507,255.12 | 100%	$0.00	
1071	No	Calhoun County FEMA - SM Bail Buzz	$507,335.45		-$10,903.00	$496,432.45	$496,432.45 | 100%	$0.00	
		Change Order No. 1			*-$10,903.00*				
1072	No	Calhoun County FEMA - Harry Neal	$97,399.50			$97,399.50	$97,399.50 | 100%	$0.00	
1073	No	Calhoun County FEMA - Aust Dur	$72,392.30			$72,392.30	$72,392.30 | 100%	$0.00	
1074	No	Calhoun County FEMA - Camp Pat Bailey	$61,359.35			$61,359.35	$61,359.35 | 100%	$0.00	
1075	No	Calhoun County FEMA - Chip Gst Spivey	$93,390.98			$93,390.98	$93,390.98 | 100%	$0.00	
1076	No	CR30A & CR30B Paving	$2,924,630.97			$2,924,630.97	$2,924,630.97 | 100%	$0.00	
1077	Yes	SR30, Cap San Blas	$2,738,861.72	-$37,845.00	$783,474.50	$3,484,491.22	$3,484,491.22 | 100%	$0.00	
1078	No	Roche Road, Wahington Co.	$1,264,060.00			$1,264,060.00	$1,264,060.00 | 100%	$0.00	
1079	No	Saul's Creek, Gulf County	$123,666.70			$123,666.70	$123,666.70 | 100%	$0.00	
1080	No	CR287	$1,685,431.85		-$18,186.01	$1,667,245.84	$1,667,245.84 | 100%	$0.00	

Roberts and Roberts, Inc.

Period Ending

03/31/17

JOB NO	Cert. Payroll	JOB DESCRIPTION	CONTRACT AMOUNT				BILLINGS		REMARKS
			Original Amt	Contingency	CO's - O/U's	Current Amt	Billings To Date	To Compl	
1081	No	Calhoun CO FEMA - Furn Loyd	$195,930.60		-$5,982.00	$189,948.60	$189,948.60 | 100%	$0.00	
1082	No	Calhoun CO FEMA - Leonard Varnum	$170,177.40			$170,177.40	$170,177.40 | 100%	$0.00	
1083	No	Holmes County Elementary School	$2,565,541.00		$616,969.10	$3,182,510.10	$2,383,660.12 | 75%	$798,849.98	
		Change Order No. 1			*-$404,583.35*				*Owner purchased materials plus sales tax savings*
		Change Order No. 2			*$62,930.28*				*Additonal work, fire protection*
		Change Order No. 3			*$1,144,679.00*				*Additional work, phase 2*
		Change Order No. 4			*-$256,807.33*				*Owner purchased materials plus sales tax savings*
		Change Order No. 5			*-$28,375.00*				*Owner purchased materials plus sales tax savings*
		Change Order No. 6			*$99,126.00*				*Additional work, Concession and Softball Field*
1084	No	Calhoun Co FEMA - Fred Tyre	$200,713.30			$200,713.30	$200,713.30 | 100%	$0.00	
1085	No	Calhoun Co FEMA - CR19	$197,452.39		-$6,126.99	$191,325.40	$191,325.40 | 100%	$0.00	
1086	No	Sam Atkins Park	$52,325.00			$52,325.00	$52,325.00 | 100%	$0.00	
1087	No	FEMA County Road 5	$268,477.20		-$38,067.44	$230,409.76	$230,409.76 | 100%	$0.00	
1088	No	FEMA Blon Red Shell	$43,043.65			$43,043.65	|	$43,043.65	
1089	Yes	Natural Bridge	$7,746.46		$568.91	$8,315.37	$8,315.37 | 100%	$0.00	
1090	No	SR12 Gadsden	$3,543,343.50	-$44,900.00	$303,864.25	$3,802,307.75	$3,802,307.75 | 100%	$0.00	
		Change Order No. 1			*$3,343.57*				
		Change Order No. 2			*$8,344.24*				
		Change Order No. 3			*$57,849.57*				
		Change Order No. 4			*$49,800.68*				
		Change Order No. 5			*$823.90*				
1091	**Yes**	Cargo Apron Expansion	$608,838.10		$89,393.53	$698,231.63	$698,231.63 | 100%	$0.00	
		Change Order No. 1			*$75,899.53*				*Overrun Estimated Quantities*
		Change Order No. 2			*$13,494.00*				*Overrun Estimated Quantities*
1092	No	ACCI US221	$12,971.09		$29,454.14	$42,425.23	$42,425.23 | 100%	$0.00	
1093	No	2016 Paving Project, City of Blountstown	$93,654.25		-$1,500.00	$92,154.25	$92,154.25 | 100%	$0.00	
1094	No	Gulf County Road Bond	$2,972,346.90		$48,538.82	$3,020,885.72	$2,668,119.41 | 88%	$352,766.31	
1095	No	Joe Budd Waterline	$77,118.00		$21,000.00	$98,118.00	$98,118.00 | 100%	$0.00	
1096	Yes	TAFB Tower Site	$5,450.00			$5,450.00	$5,450.00 | 100%	$0.00	
1097	Yes	F35 Equipment Shade	$9,950.00			$9,950.00	$9,950.00 | 100%	$0.00	
1098	No	Walton County Road 181	$2,204,604.72			$2,204,604.72	$2,204,604.72 | 100%	$0.00	
1099	No	Lynn Haven Rd Paving: Mosley Drive & Michigan Ave.	$290,465.00		$35,000.00	$325,465.00	$325,465.00 | 100%	$0.00	
2000	No	McCollough/Ervin Road Project	$38,093.00			$38,093.00	$38,093.00 | 100%	$0.00	
2001	No	FSU Street Enhancements	$89,501.00			$89,501.00	$89,501.00 | 100%	$0.00	

Roberts and Roberts, Inc.

Period Ending

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			Original Amt	Contingency	CO's - O/U's	Current Amt	Billings To Date	To Compl	
2002	No	FEMA PW #185	$96,317.90			$96,317.90	$96,317.90 | 100%	$0.00	
2003	No	FEMA PW #186	$86,185.00			$86,185.00	$86,185.00 | 100%	$0.00	
2004	Yes	Cargo Apron Expansion	$86,659.20		$222,256.17	$308,915.37	$308,915.37 | 100%	$0.00	
2005	No	PW 319 Clayton Shiver Road	$125,195.40			$125,195.40	$125,195.40 | 100%	$0.00	
2006	No	PW 318 McClellan Road	$240,492.40			$240,492.40	$240,492.40 | 100%	$0.00	
2007	No	Bald Point Road	$1,210,915.10		$40,000.00	$1,250,915.10	$1,250,915.10 | 100%	$0.00	
		Change Order No. 1			*$40,000.00*				*Additional Work*
2008	Yes	TAFB Repair Test Pad	$200,262.20		$16,144.48	$216,406.68	$216,406.68 | 100%	$0.00	
		Change Order No. 1			*$16,144.48*				*Additional Work*
2009	No	Paving Perishable FAC	$166,220.00		$9,350.00	$175,570.00	$175,570.00 | 100%	$0.00	
		Change Order No. 1			*$9,350.00*				*Addditional Work*
2010	Yes	Reddick Mill Road	$22,982.00			$22,982.00	$0.00 | 0%	$22,982.00	
2012	No	Michaux/Myers Ann	$324,862.50			$324,862.50	$324,862.50 | 100%	$0.00	
2013	Yes	CR 69A Calhoun County	$909,236.29			$909,236.29	$846,567.50 | 93%	$62,668.79	
2014	No	Carlos Peavy Road Calhoun County	$609,126.25		$3,400.00	$612,526.25	$67,232.00 | 11%	$545,294.25	
		Change Order No. 1			*$3,400.00*				*Added Storm Drain Items*
2015	Yes	US331	$455,732.20		$241,679.52	$697,411.72	$442,176.90 | 63%	$255,234.82	
		Change Order No. 1			*$241,679.52*				*Added Work*
2016	No	Colony Club - Nautilus Connection	$691,887.15		-$70,971.55	$620,915.60	$333,972.03 | 54%	$286,943.57	
		Change Order No. 1			*$13,923.00*				*Added Electrical Conduit*
		Change Order No. 2			*-$78,795.99*				*Direct Material Purchases By Owner*
		Change Order No. 3			*-$6,098.56*				*Direct Material Purchases By Owner*
2017	No	DW Pushbutton Contract	$10,150.00		-$451.25	$9,698.75	$9,698.75 | 100%	$0.00	
		Change Order No. 1			*-$451.25*				*Underrun Estimated Quantities*
2018	No	Walton Co., Walton Bridge Road	$1,449,401.20			$1,449,401.20	$15,360.00 | 1%	$1,434,041.20	
2019	No	SR 261, Leon County	$660,000.00			$660,000.00	$0.00 | 0%	$660,000.00	
2020	No	Calhoun Co Porter Grade Road	$321,445.68			$321,445.68	$321,445.68 | 100%	$0.00	
2021	YES	SR12, SR20 to Hall Circle NW	$5,413,720.51	-$50,921.22	$63,965.87	$5,426,765.16	$1,758,787.95 | 32%	$3,667,977.21	

Roberts and Roberts, Inc.

Period Ending

03/31/17

JOB NO	Cert. Payroll	JOB DESCRIPTION	CONTRACT AMOUNT				BILLINGS		REMARKS
			Original Amt	Contingency	CO's - O/U's	Current Amt	Billings To Date	To Compl	
		Change Order No. 1		*$326.70*	*$63,965.87*				*Used Contingency Funds, F&B Adjustments, + CPF's*
2022	No	Leisure Lane Paving	$946,596.00			$946,596.00	$145,113.17 | 15%	$801,482.83	
2023	No	CR183A SCRAP, Holmes County	$1,350,565.65			$1,350,565.65	$0.00 | 0%	$1,350,565.65	
2024	No	CR181 SCRAP, Holmes County	$1,393,143.70			$1,393,143.70	$0.00 | 0%	$1,393,143.70	
PENDING CONTRACTS (RARI Apparent Low Bidder)									
		N Ride, S Ride, and Lake Drive - Holmes County BOC	$414,437.50			$414,437.50			OVER BUDGET; SCOPE WILL CHANGE
		Deacon Road - Holmes County BOC	$492,366.40			$492,366.40			
		Oklahoma Street - City of Bonifay	$397,248.25			$397,248.25			
		St Andrews Church							
		Port East Terminal Site	$4,181,768.75			$4,181,768.75			
		Moonraker Subdivision	$2,389,592.00			$2,389,592.00			
		Telogia Creek Road - Gadsden BOC	$704,226.20			$704,226.20			OVER BUDGET
		CR379A - Liberty BOC	$1,434,844.00			$1,434,844.00			OVER BUDGET
		Lake Mystic Church Road - Liberty BOC	$327,450.80			$327,450.80			
		CountyWide Paving 2017 - Calhoun BOC	$261,883.35			$261,883.35			
TOTALS >			$106,007,461.02	-$397,539.12	$10,721,103.30	$114,596,177.43	$92,150,058.87 | 80.4%	$11,848,927.01	

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS

(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant: Roberts and Roberts, Inc.

By: _____ Date: 4/28/17

Authorized Signature
Charles W. Roberts, III - President

Title: President

Instructions for Certification

1 . By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.

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

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

4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction','participant', 'person', primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

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

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

(Compliance with 49CFR, Section 20.100 (b))

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Roberts and Roberts, Inc.

By: _____ Date: 4/28/17 Authorized Signature

Title: Charles W. Roberts, III - President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
04/14

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, *if known*: Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ Congressional District, *if known*: _____
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Charles W Roberts III

Print Name: Charles W. Roberts, III

Title: President

Telephone No.: 850-215-8001 Date (mm/dd/yyyy): 4/28/17

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR §29.

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, Charles W. Roberts, III (NAME), hereby declare that I am President (TITLE) of Roberts and Roberts, Inc. (FIRM) of Panama City, Florida (CITY AND STATE) and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: Charles W. Roberts, III WITNESS: R. Register
NAME AND TITLE PRINTED

BY: Charles W Roberts III WITNESS:
SIGNATURE

Executed on this 28th day of April, 2017

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

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

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

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

FORM OF BID BOND

BY THIS BOND, We, Roberts and Roberts, Inc. as Principal and North American Specialty Insurance Company, a corporation, as Surety, are bound to the Board of County Commissioners, Bay County, Florida, as County, in the sum of $ five percent of amount 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 April 28, 2017.
2. If said Bid shall be rejected, or, if said Bid shall be accepted and the Principal shall execute and deliver a Contract, and furnish bonds for the faithful performances of work and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall fulfill all other aspects created by the acceptance of said Bid, then this obligation shall be void. Otherwise, this bond shall remain in full force and effect with it being expressly understood and agreed that the liability of the Surety and for any and all claims hereunder shall, in no event, exceed the amount of this obligation.

This Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and this bond shall, in no way, be impaired or affected by any extension of time within which the County may accept such Bid; and Surety hereby waives notice of any such extension.

Signed, sealed and delivered on April 28, 2017, ___.

CORPORATE PRINCIPAL Roberts and Roberts, Inc. Attest:

By: Charles W. Roberts III Seal:

Its: President

Acknowledged and subscribed on March 31st, 2017, before the undersigned authority by Charles W. Roberts, III, as the President of the ~~Corporation named as Principal~~ and with due authorization of the Corporation.

HOLLY C. ROWAN
MY COMMISSION #FF049756
EXPIRES August 29, 2017
(407) 398-0153 FloridaNotaryService.com

Holly C. Rowan
Notary Public

SURETY North American Specialty Insurance Co. Attest:

By: Bryan K. Speed Seal:

Countersigned:

By: Bryan K. Speed
Attorney-in-Fact, State of Florida

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

NANCY LANDRY, BENJAMIN R. CAMPBELL, JR. and BILLY VANLANDINGHAM

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION ($125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By _____
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 19th day of January, 20 17.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 19th day of January, 20 17, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M KENNY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/04/2017

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of April, 20 17.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

EXHIBIT 3
LOCAL AGENCY PROGRAM/FEDERAL-AID CONTRACT REQUIREMENTS

CONTRACTOR PURCHASED EQUIPMENT FOR STATE OR LOCAL OWNERSHIP (Checklist item # 8)
The Local Agency or Owner shall not purchase any equipment from Contractor that was used on a Federal-Aid project.

LOCAL / STATE HIRING PREFERENCE (Checklist Item # 19)
The Local Agency or Owner shall not have any state or local hiring preference regarding this contractor as it relates to 23 CFR 635.117.

PUBLIC AGENCIES IN COMPETITION WITH THE PRIVATE SECTOR (Checklist Item # 29)
No public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors. A public agency is defined as any organization with administrative or functional responsibilities that are either directly or indirectly affiliated with a governmental body of any nation, state or local jurisdiction.

PUBLICLY OWNED EQUIPMENT (Checklist Item # 30)
Publicly owned equipment shall not compete with privately owned equipment on this contract. Public owned equipment is defined as equipment previously purchased or otherwise acquired by the agency involved for use in its own operations.

SALVAGE CREDITS (Checklist Item # 31)
The local agency cannot accept any credits for salvaged materials. The contractor is to take ownership and dispose of all materials that are not designated as the property of other parties, in both roadway and structures, found on the right-of-way, and all material in structures designated for removal.

STATE (FLORIDA OR OTHER) PRODUCED MATERIALS (Checklist Item # 33)
Materials or articles produced by Florida state forces shall not be favored to the exclusion of comparable materials or articles produced outside of the state.

STATE / LOCAL OWNED / FURNISHED / DESIGNATED MATERIALS (Checklist Item # 34)
The local agency cannot provide materials. All materials must be provided by the contractor.

SUSPENSION AND DEBARMENT (Checklist Item # 36)
The Local Agency or Owner shall ensure inclusion of Form # 375-010-32 (see Attachments) in the contract bid documents.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

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

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

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

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

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

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

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

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

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

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

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT 4
WAGE TABLE

General Decision Number: FL170201 01/06/2017 FL201

Superseded General Decision Number: FL20160201

State: Florida

Construction Type: Highway

County: Bay County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

* SUFL2013-019 08/19/2013

	Rates	Fringes
CARPENTER	$ 13.71	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work	$ 11.61	0.00
ELECTRICIAN	$ 22.11	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 13.81	0.00
HIGHWAY/PARKING LOT STRIPING: Painter	$ 12.13	0.00
IRONWORKER, ORNAMENTAL	$ 13.48	0.00
IRONWORKER, REINFORCING	$ 16.24	0.00
IRONWORKER, STRUCTURAL	$ 16.42	0.00
LABORER (Traffic Control Specialist)	$ 11.51	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 10.91	0.00

LABORER: Common or General	$ 10.16	0.00
LABORER: Flagger	$ 10.25	0.00
LABORER: Grade Checker	$ 10.83	0.00
LABORER: Mason Tender - Cement/Concrete	$ 12.81	0.00
LABORER: Pipelayer	$ 11.70	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 13.13	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 14.07	0.00
OPERATOR: Broom/Sweeper	$ 11.10	1.89
OPERATOR: Bulldozer	$ 14.29	0.00
OPERATOR: Concrete Finishing Machine	$ 15.44	0.00
OPERATOR: Crane	$ 21.23	0.00
OPERATOR: Curb Machine	$ 19.21	0.00
OPERATOR: Distributor	$ 14.54	0.00
OPERATOR: Drill	$ 14.78	0.00
OPERATOR: Forklift	$ 12.29	0.00
OPERATOR: Gradall	$ 14.71	0.00
OPERATOR: Grader/Blade	$ 16.50	0.00
OPERATOR: Loader	$ 11.66	0.00
OPERATOR: Mechanic	$ 15.84	0.00
OPERATOR: Milling Machine	$ 13.29	1.92
OPERATOR: Oiler	$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 12.43	0.00
OPERATOR: Piledriver	$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences)	$ 17.02	0.00
OPERATOR: Roller	$ 10.99	0.00
OPERATOR: Scraper	$ 12.01	0.00
OPERATOR: Screed	$ 13.13	0.00

OPERATOR: Trencher.....$ 16.04 0.00

PAINTER: Spray.....$ 19.57 0.00

TRAFFIC SIGNALIZATION:
Traffic Signal Installation.....$ 15.44 0.00

TRUCK DRIVER: Dump Truck.....$ 10.77 0.00

TRUCK DRIVER: Flatbed Truck.....$ 14.28 0.00

TRUCK DRIVER: Lowboy Truck.....$ 13.35 0.00

TRUCK DRIVER: Slurry Truck.....$ 11.96 0.00

TRUCK DRIVER: Water Truck.....$ 12.90 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

EXHIBIT 5
BAY COUNTY
INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

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

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

c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on County property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

2. DRUG FREE WORK PLACE REQUIREMENTS

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

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. All subcontractors are subject to the same coverages and limits as the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

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

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

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

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

f. WORKERS' COMPENSATION COVERAGE

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

Worker's Compensation – Required limits:

Coverage A – Coverage will include statutory requirements

Coverage B – Employers Liability

$500,000 each Person

$500,000 each Person by Disease

$500,000 Policy Limit - Disease

g. GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of $1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

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

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

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

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

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

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

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

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

☐ **Property Coverage for Leases**

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

☐ **Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of is required by the County for this agreement or contract.

☐ **Liquor Liability**

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

☐ **Owners Protective Liability Coverage**

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

☐ **Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

☐ **Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

☐ **Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☒ **Contractor's Equipment Coverage**

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

☐ **Fidelity/Dishonesty/Liability Coverage – Third Party**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover

dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

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

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

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

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

☐ **Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of

☐ **Garage Liability Coverage**

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

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

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

☐ **Damage to Premises Rented/Leased to you- (Legal Liability Form)**

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

☐ **Watercraft Liability Coverage**

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

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

☐ **Aircraft Liability Coverage**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage

arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

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

☐ **Pollution Legal Liability Coverage**

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

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

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

☐ **Jones Act Coverage**

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

Bay County Board of County Commissioners
Agenda Item Summary

Amendment #1 15-20 Annual Inspection and Preventive Maintenance of Generators at Various County Locations

DEPARTMENT MAKING REQUEST/NAME:
Purchasing Department Wendi Sellers, Director

MEETING DATE: 5/16/2017

REQUESTED MOTION/ACTION:
Board 1) approve Amendment #1 to Contract 15-20 Annual Inspection and Preventive Maintenance to Generators at Various County Locations; and 2) Authorize the Chairman to execute the amendment.

AGENDA
Purchasing Office - Consent

BUDGETED ITEM? Yes
BUDGET ACTION:
None Need.
FINANCIAL IMPACT SUMMARY STATEMENT:
Does not impact the General Fund.

BACKGROUND:
On July 21, 2015, the Board approved a contract with Taylor Power Systems to provide annual inspection and preventive maintenance of generators. Since then, five (5) additional generators have been placed into service within the Utility Services Department. The contract allows for adding or deleting of generators as determined by the County.

ATTACHMENTS:

Description	Type
Amendment # 1 Annual Inspection and Preventive Maintenence of Generators Exhbit 1	Exhibit

First Amendment to Contract
15-20 Annual Inspection and Preventive Maintenance of Generators at Various County Locations

This First Amendment to the Contract 15-20 Annual Inspection and Preventive Maintenance of Generators at Various Locations is entered into on May 16, 2017, by and between the Bay County Board of County Commissioners, at 840 W. 11th St., Panama City, Florida 32401 ("County"), and Taylor Power Systems, at 5640 Commerce Boulevard East, Mobile, AL 36619 ("Contractor").

1. Intent

The County and Contractor entered into a Contract on July 21, 2015. This amendment is necessary to allow for annual preventive maintenance service and bi-annual load bank testing to new generators placed in service as per ITB 15-20 Annual Inspection and Preventive Maintenance of Generators at Various County Locations.

2. Amendments

Appendix A is revised to allow for five (5) additional generators within the Utility Services Department in the following amounts:

Location	Make	Annual PMI	Load Test
Alternate Water Supply Gen #1	Generac /Perkins	$725.00	$650.00
Alternate Water Supply Gen #2	Generac /Perkins	$725.00	$650.00
Alternate Water Supply Gen #3	Generac /Perkins	$725.00	$650.00
North Bay Water Pump Station	Generac /Perkins	$725.00	$650.00
Fanning Bayou Pump Station	Cummins	$600.00	$630.00

3. Survival of Other Provisions

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

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

TAYLOR POWER SYSTEMS

By: _____
(Authorized Representative)

Its: _____

State of _____
County of _____

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

_____
Notary Public

APPENDIX A
LIST OF GENERATORS

Department	Location	Make/ Eng. Make	Gen Model #	Gen S/N	kW	Fuel	Voltage
Facilities Maintenance	Courthouse 300 E. 4th Street Panama City, FL 32401	Generac	QT05030GNSN	4284237	50	Natural Gas	
	Courthouse Annex 301 McKenzie Avenue Panama City, FL 32401	Generac	OT10054GNSN	20726095	100	Natural Gas	
	Medical Examiner 3737 Frankford Avenue Panama City, FL 32405	Generac	100REOZJD	GM51053-GA3 2175299	100	Diesel	
	Sheriff's Office 3421 Hwy 77 Lynn Haven, FL 32444	Kohler	200ROZD71	363884	200	Diesel	
	Government Center 840 W. 11th Street Panama City, FL 32401	Cummins	QSX15-G9- DFEJ7589268	79360682- B090232550	450	Diesel	
	Mosquito Control 4800 Firetower Road Panama City, FL 32404	Kohler	20A02675-S	2057870	50	Diesel	
	Roads & Bridges 4741 Firetower Road Panama City, FL 32404	Kohler	100REOZJGF	SGM322G4R	100	Diesel	
	Traffic Engineering 4740 Firetower Road Panama City, FL 32404	Onon	CSG6491-6005A	25818R09OK	75	Propane	

Department	Location	Make/ Eng. Make	Gen Model #	Gen S/N	kW	Fuel	Voltage
Emergency Services	9th Street Yard 517 E. 9th Street Panama City, FL 32401	Onan	GGHF-4487757	1000151722	75	LP	120/240
	Bayou George Fire District 9033 Hwy 2301 Youngstown, FL 32466	Generac	9145	9145	15	Propane	120/240
	Beach Tower 12425 Hutchinson Blvd Panama City Beach, FL	Generac	20A02675-S	2057870	45	LP	120/240
	Bear Creek/Youngstown Fire Dept 11771 Hwy 231 Youngstown, FL 32466	Kohler	230REOZJB	0760616	230	Diesel	120/208
	Bennett Site 7300 E. Hwy 20 Youngstown, FL 32466	Generac	20A02675-S	2057872	45	LP	120/240
	FHP Tower 9609 Hwy 22 Panama City, FL 32404	Generac	20A02675-S	2057871	45	LP	120/240
	Sand Hills Fire Dept 13010 Hwy 77 Southport, FL 32409	Kohler	230REOZJB	0760621	230	Diesel	120/208
	Thomas Drive Fire Dept 2913 Thomas Drive Panama City, FL 32408	Kohler	200REOZJB	0749107	200	Diesel	120/208
	Thomas Drive 2 2911 Allison Ave Panama City Beach, FL 32408	Generac	0043901	3723708	15	Propane	120/240
	Thomas Drive 3 4024 Holiday Drive Panama City Beach, FL 32408	Generac	0043901	3723703	15	Propane	120/240
	West End Fire Station 20800 Panama City Beach Pkwy Laguna Beach, FL 32413	Cummins	GGLB-5986125	J100165151 (Spec H)	150	Natural Gas	120/240

Department	Location	Make/ Eng. Make	Eng. Model #	Eng. S/N	Gen Model #	Gen S/N	kW	Fuel	Voltage
Utility Services	Water Treatment Plant 1	CAT	3512	24Z07176	SR4B	3BM00522	1100	Diesel	480
Utility Services	Water Treatment Plant 2	CAT	3512	24Z08863	SR4B	3BM00689	1100	Diesel	480
Utility Services	Water Treatment Plant 3	CAT	C32	SYC00525	SR4B-GD	G5D00185	1000	Diesel	480
Utility Services	Williams Bayou Pump Station	CAT	C32	SYC01199	SR4B-GD	G5D00270	1000	Diesel	**2400**
Utility Services	Southeast Pumping Station	CAT	D3412B-SR4B	1EZ7031958	3412	AKF00407	700	Diesel	480
Utility Services	Gainer Bayou Pump Station	Cummins	QXS15-G90	79259371	DFEH	G0700873789	400	Diesel	480
Utility Services	Airport Pump Station	Cummins	K50-G4	33178046	1500DQGAB	E090004011	1500	Diesel	480
Utility Services	RiverCamps Pump Station & Lift Station	Kohler/ JD	6068HF150	PE6068H423001	150REOZJB	2028589	150	Diesel	**240/1 Ø**
Utility Services	**New**-Alternate Water Supply Gen #1	Generac /Perkins	MD0500KG22152 D18GPYYZ	U19076Y	MD500	9452759	500	Diesel	480
Utility Services	**New**-Alternate Water Supply Gen #2	Generac /Perkins	MD0500KG22152 D18GPYYZ	U19484Y	MD500	9452758	500	Diesel	480
Utility Services	**New**-Alternate Water Supply Gen #3	Generac /Perkins	MD0500KG22152 D18GPYYZ	U19390Y	MD500	9452760	500	Diesel	480
Utility Services	**New**-North Bay Water Pump Station	Generac /Perkins	SD0500KG22152 D18HPSY2	U18230Y	SD0500	9831882	500	Diesel	480
Utility Services	**New**-Fanning Bayou Pump Station	Cummins	QSB7-G5 NR3	73867360	DSGAD-1515701	G150851090	175	Diesel	480
Utility Services	WTP Diesel Pump 1	CAT	3412	38S15304	N/A	N/A	N/A	Diesel	N/A
Utility Services	WTP Diesel Pump 2	CAT	C-16	BFM02307	N/A	N/A	N/A	Diesel	N/A
Utility Services	WBPS Diesel Pump	CAT	3508	95Y00636	N/A	N/A	N/A	Diesel	N/A

Utility Services	Frankford Diesel Pump	CAT	3412	38S14100	N/A	N/A	N/A	Diesel	N/A
Utility Services	Utility Services Admin Bldg	Kohler/ JD	5030HF285G	PE5030L028587	60REOZJC	2286272	60	Diesel	208
Utility Services	Bay County Laboratory	Kohler/ JD	402HF285B	PE4020L028581	50REOZJC	2286148	50	Diesel	208
Utility Services	Advanced Wastewater Treatment Plant	CAT	3512B	6WN00247	SR4B	5WN0155	1400	Diesel	480
Utility Services	North Bay Wastewater Treatment Plant	CAT	C27	MJE00462	SR4B	AFN0187	750	Diesel	480
Utility Services	RiverCamps Wastewater Treatment Plant	Kohler/ JD	6068TF250	PE6068T4866660	100REOZJB	251722	100	Diesel	240
Utility Services	AWT-1/ BC1 L/S	Kohler/ Detroit	6063HK35	06R0559208	400ZREOZD	654312	400	Diesel	480
Utility Services	AWT-2 / BC2 L/S	Kohler/ Detroit	6063TK35	06RO560407	250REOZD	651713	250	Diesel	480
Utility Services	AWT-3 / BC3 L/S	Kohler/ JD	6081AF001	RG6081A093251	150ROZJ	643921	150	Diesel	480
Utility Services	AWT-4 / BC4 L/S	Kohler/ International	200REOZP	GCA325	REOZP	651166	200	Diesel	480
Utility Services	AWT-5 / BC5 L/S	Kohler/ Detroit	6063TK35	06R0566574	350REOZD	194381	350	Diesel	480
Utility Services	BC6 L/S	Kohler/ Detroit	6063TK35	06RO522887	250REOZDB	951714	250	Diesel	480
Utility Services	BC9 L/S	Perkins	YB5049650	U692106F	D100P1	E5115D/001	100	Diesel	240
Utility Services	BC14 L/S	Kohler/ White	D4800X126	4015990	100RHZ01	99650	100	Diesel	240
Utility Services	BC25 L/S	Kohler/ Detroit	12V71 /7123-7305	45004	350ROZ71	437142	350	Diesel	480
Utility Services	BC26 L/S Mobile Gen #8	Kohler/ JD	6081AF001	RG6081A156068	180REOZJB	744428	180	Diesel	480
Utility Services	BC39 L/S	Kohler/ JD	4045HF285	PE4045L052139	80REOZJD	2220920	80	Diesel	240

Utility Services	BC40 L/S	Kohler/ JD	6068HF285	PE6068L061179	125REOZJD	2224776	125	Diesel	480
Utility Services	BC42 L/S	Cummins	4BT3.3-G6NR	68090048	DGHE-806529	H090023672	50	Diesel	480
Utility Services	BC44 L/S	Kohler/ JD	6068HF485	PE6068L11554	180REOZJD	2290517	180	Diesel	480
Utility Services	BC47 L/S	Generac/Mitsubishi	CGNX80242NN	SGN7237	ST04524KNSX	6978129	45	Nat. Gas	480
Utility Services	BC49 L/S	Kohler/ JD	4045HF285H	PE4045L185772	80REOZJE	3021280	80	Diesel	480
Utility Services	BC51 L/S	Kohler/ JD	4045HF285	PE4045L089160	80REOZJD	2253512	80	Diesel	480
Utility Services	Mobile Generator 1	Kohler/ JD	4039DF001	TD04039D425280	ROZJ01	337302	30	Diesel	240
Utility Services	Mobile Generator 2	Kohler/ JD	3029TF270	PE3029T494084	30REOZJB	306648	30	Diesel	240
Utility Services	Mobile Generator 3	Kohler/ JD	3029TF270	PE3029T630919	30REOZJB	2136760	30	Diesel	240
Utility Services	Mobile Generator 4	Kohler/ JD	3029TF270	PE3029T633295	30REOZJB	2136758	30	Diesel	240
Utility Services	Mobile Generator 5	Kohler/ JD	3029TF270	PE3029T633290	30REOZJB	2136759	30	Diesel	240
Utility Services	Mobile Generator 7	Baldor/ JD	5030TF270	PE5030T063188	TS45T	PE512210001	38	Diesel	**240/480**
Utility Services	Mobile Generator 10	Kohler/ JD	4045TF270	PE4045T659697	50REOZJB	2154739	55	Diesel	240

Bay County Board of County Commissioners
Agenda Item Summary

SR 388 Water Main Relocation

DEPARTMENT MAKING REQUEST/NAME:
Utility Services Benjamin Blitch, P.E., Director

MEETING DATE: 5/16/2017

REQUESTED MOTION/ACTION:
Board: 1) Authorize staff to issue a task order in the amount of $177,275.00 to Dewberry Engineers, Inc. (Dewberry) for professional services to relocate a portion of the existing 42-inch wholesale water transmission main along SR 388.

AGENDA
Utility Services - Consent

BUDGETED ITEM? No
BUDGET ACTION:
Budget Amendment will be needed to fund this emergency task order.
FINANCIAL IMPACT SUMMARY STATEMENT:
Funds are available in the Wholesale Water Fund

BACKGROUND:
Bay County owns and maintains the 42-inch wholesale water transmission main that provides drinking water from the Water Treatment Plant (WTP) to western Bay County and Panama City Beach. As part of the Gulf Coast Parkway project, the Florida Department of Transportation (FDOT) will be moving forward with the widening and realignment of the SR 388 corridor from SR 79 to SR 77.

Phase 1 of the project is from SR 79 to just east of West Bay Parkway (NWF Beaches Airport). FDOT recently provided design plans identifying approximately 4,400 linear feet of the proposed roadway at the intersection of SR 388 and West Bay Parkway that will require stabilization of unsuitable soils. Bay County's 42-inch wholesale water line is in conflict with the proposed roadway alignment and is subject to damage as a result of the proposed stabilization. Therefore, FDOT is requiring relocation of the transmission main.

Staff recently met with the FDOT Secretary and FDOT project managers to discuss the utility conflicts, relocation options, and the time schedules. FDOT anticipates issuing final design plans for Phase 1 in late 2017 and bidding the project in early 2018. The design and relocation of Bay County's utilities must be completed prior to the start of construction.

Due to the extremely accelerated project timeframe and based on the high successfulness of the most recent 42-inch wholesale transmission main emergency relocation projects, Utility staff met with Dewberry to provide a design scope and cost proposal for the surveying, engineering design, permitting and post-design services for the relocation of the wholesale water main. Dewberry is on the County Continuing Services Professional Services Contract. The engineering and design cost proposal is attached as (**Exhibit 1)**.

ATTACHMENTS:

Description	Type
SR 388 Utility Relocation Proposal	Exhibit

Dewberry | PREBLE-RISH

Dewberry Engineers Inc.
203 Aberdeen Parkway
Panama City, FL 32405

850.522.0644
850.522.1011 fax
www.dewberry.com

April 5, 2017

VIA E-MAIL (bblitch@baycountyfl.gov)

Mr. Ben Blitch, PE, Director
Bay County Utilities Services
3410 Transmitter Road
Panama City, Florida 32404

RE: SR 388 Bay County Utility Realignment – SR 79 to East of West Bay Parkway (Segment I) Professional Services Fee Proposal

Dear Mr. Blitch,

Dewberry | Preble-Rish is pleased to provide this proposal for professional services to Bay County Utilities Services (BCUS) for the above referenced project.

Based on discussions with Bay County, Dewberry | Preble-Rish will provide professional services to relocate the existing 42" DI water main and 8" PVC force main within the surcharge area along SR 388 (Approximately 2,500 LF West & East of West Bay Parkway).

It is our understanding the ***SR 388 Bay County Utility Relocation – SR 79 to East of West Bay Parkway Segment I*** project will include surveying, design, permitting and post design services for the relocation of a 42" DI potable water main and 8" PVC force main at the intersection of SR 388 and West Bay Parkway in Bay County, Florida. The design and construction of the utility relocation is to be completed prior to roadway construction beginning in April 2018. Dewberry | Preble-Rish recognizes the urgency of completing the design and permitting to allow enough time for construction of the utility relocations to be completed prior to roadway construction activities commencing.

The proposed options A and B are shown on **Attachment A.** Final design alignments and limits of construction may vary during the design and permitting phase. Our scope of services is enclosed as **Attachment B**. Dewberry | Preble-Rish proposes to complete the attached scope of services for either Option A or B for a lump sum fee of **$177,275.00**.

If you have any questions, please give me a call at 850.522.0644. We look forward to working with you on this important project and thank you for the opportunity to be of service to the County.

Sincerely,
Dewberry | Preble-Rish

Clifford D. Wilson III, P.E.
Vice President

CW/smm

Attachments: Attachment A – Project Location Map, SR 388 & West Bay Parkway
Attachment B – Scope of Services

cc: Mr. Jonathan Sklarski, P.E., Regional Manager, Dewberry|Preble-Rish (via e-mail @ jsklarski@dewberry.com)
Mr. Philip Jones, P.E., Associate Vice President, Dewberry|Preble-Rish (via e-mail @ pajones@dewberry.com)
Ms. Missy Ramsey, Controller, Dewberry|Preble-Rish (via e-mail @ mramsey@dewberry.com)

SR 388 Bay County Realignment
SR 79 to East of West Bay Blvd
Segment I by AECOM, Inc

BAY COUNTY FLORIDA

0 200 400 Feet

1 inch = 200 feet

- OPTION "A" Proposed 42" DI WM
- OPTION "B" Proposed 42" DI WM
- Conservation Area

Water Mains
- Potable Water
- Proposed Water Main
- Wholesale Water

Sewer Force Mains
- River Camps

OPTION "A" Tie to Existing 42" WM at West edge of Surcharge Area: Proposed 42" D.I. Water Main AECOM Segment I PLUS 465' of surcharge area into Segment II 4,731' (0.896 mi.)

OPTION "B" Tie to Existing 42" WM at West R/W of SR 388 Connector Rd: Proposed 42" D.I. Water Main AECOM Segment I PLUS 465' of surcharge area into Segment II 7,493' (1.42 mi.)

SEGMENT II EOR: DRMP, INC.

SEGMENT I EOR: AECOM, INC.

465'

4,267' (0.81 mi) of 42" D.I. in Seg. I

2,200' (Surcharge Fill Area)

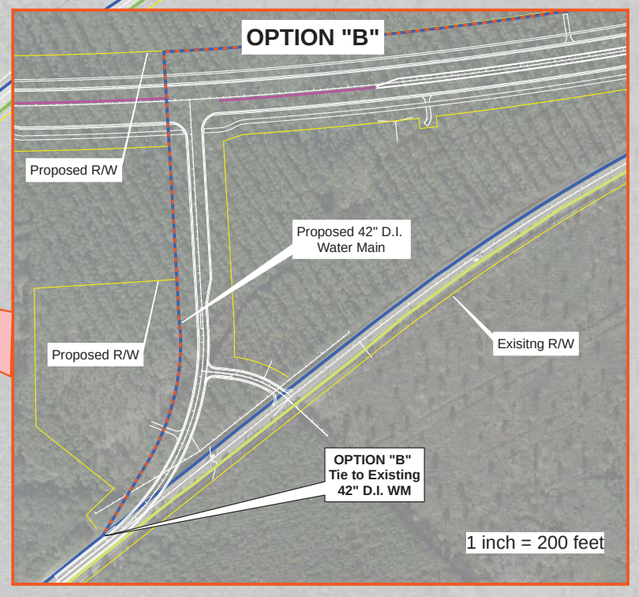
2,000' (Surcharge Fill Area)

Proposed SR 388 4-Lane Realignment

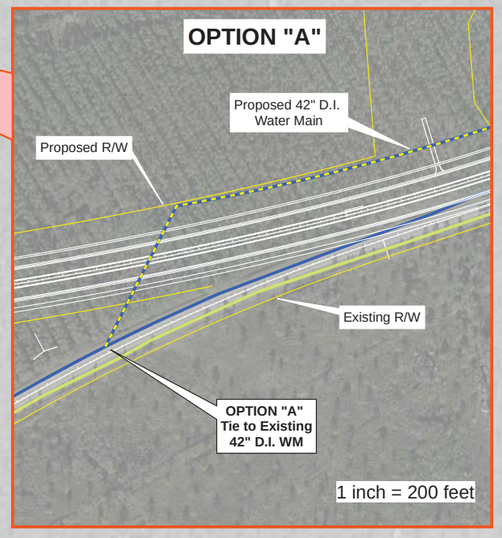
Existing SR 388

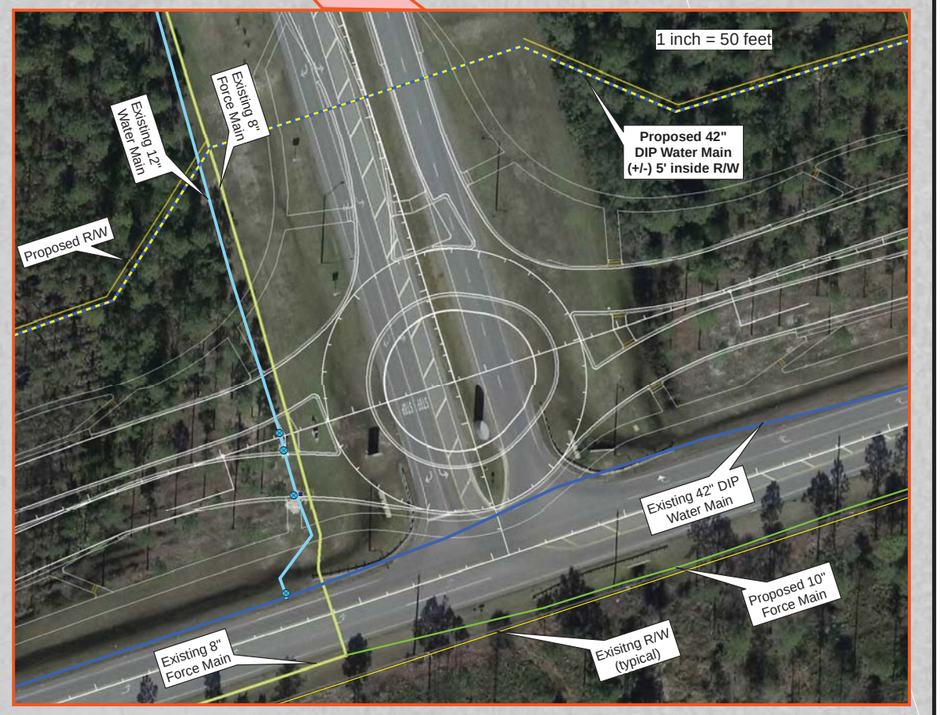
Existing 8" PVC Force Main

OPTION "B"



OPTION "A"





Dewberry | PREBLE-RISH

Dewberry Engineers Inc.
203 Aberdeen Parkway
Panama City, FL 32405

850.522.0644
850.522.1011 fax
www.dewberry.com

ATTACHMENT B

Scope of Services

PROFESSIONAL SERVICES
SR 388 BAY COUNTY UTILITY RELOCATION PROJECT
(SR 79 TO EAST OF WEST BAY PARKWAY)
SURVEYING, DESIGN, PERMITTING, AND POST DESIGN SERVICES

PREPARED FOR: BAY COUNTY UTILITY SERVICES (BCUS)

This Scope of Services is for the purpose of Dewberry | Preble-Rish as the ENGINEER to provide professional services to Bay County (COUNTY) under our Civil Engineering Continuing Services Contract 16-18 for the ***SR 388 Bay County Utility Relocation – SR 79 to East of West Bay Parkway – Segment I*** project.

DESCRIPTION OF ENGINEER'S SCOPE OF SERVICES

A. Surveying

Dewberry | Preble-Rish will obtain topographic and R/W survey data for the project area. The services shall include the following tasks.

1. Topographic data will be collected within the R/W areas along SR 388 and West Bay Parkway approximately 5,000 – 8,000 LF as needed and as shown on **Attachment A**.
2. Underground utilities, as marked by others, will be located as needed within the project limits along SR 388 and West Bay Parkway.
3. Coordinate with Florida Department of Transportation – District 3 to include proposed R/W limits along SR 388.
4. Provide Record Drawings (As-Builts) of the constructed facilities.

B. Geotechnical Services

Dewberry | Preble-Rish shall coordinate all geotechnical testing needed to confirm suitable soils along the preferred alignment of the proposed 42" potable water main. Tasks shall include the following:

1. Coordinate land clearing services as needed to gain access to boring locations.
2. Stakeout boring locations along the proposed/preferred alignment.
3. Complete ten (10) to twelve (12) 20' Deep SPT/CPT Borings at approximately 500FT intervals along the proposed/preferred alignment.
4. Perform Lab Testing (i.e. % Passing #200 Sieve, % Moisture and % Organics) on representative soils samples from the project area.
5. Obtain Geotechnical Report of findings and recommendations.

C. Design Services

Dewberry | Preble-Rish shall coordinate with the COUNTY and FDOT to create design drawings in accordance with Bay County Utility Standards for the relocation of the 42" DI potable water main and 8" PVC force main along SR 388 and West Bay Parkway. Tasks shall include the following:

1. Coordinate with COUNTY to determine the preferred alignment and tie-in locations.
2. Overall Utility Relocation Plans and Section Views:
    a. Provide design drawings for the 42" potable water main relocation and tie-in locations along SR 388 and West Bay Parkway per the Bay County Utility Design Standards.

b. Provide design drawings for the 8" FM relocation and tie-in locations along West Bay Parkway and SR 388 per the Bay County Utility Design Standards.

c. Provide proposed profile/section views of all utility relocations.

d. Provide required detail sheets for both water and wastewater design modifications/relocations/tie-in locations in accordance with the current Bay County Design Standards.

3. Provide 60%, 90%, 100% Design Plans for review to COUNTY and provide response comments to RAIs.
4. Coordinate Utility Design relocations with FDOT Project Manager and provide response comments to RAIs.

D. Permitting Services

Dewberry | Preble-Rish shall obtain the following permits, coordinate with the appropriate permitting agencies, and prepare responses to any requests for additional information (RAIs):

1. Florida Department of Environmental Protection (FDEP) Environmental Resource Permit (ERP).
2. Florida Department of Environmental Protection (FDEP) Watermain Extension for PWS Permit.
3. Florida Department of Environmental Protection (FDEP) Domestic Wastewater Collection/Transmission Permit.
4. Florida Department of Transportation (FDOT) Right of Way Use permit.
5. U.S. Army Corps of Engineers (USACE) General Permit.

Note:

This task order does not include applicable permit application fees to regulatory agencies and FDOT (Paid by COUNTY).

E. Environmental Services

Dewberry | Preble-Rish shall coordinate/complete Field Investigations required for wetland permitting with regulatory agencies. Tasks shall include the following:

1. Coordinate/perform Field Investigation for Wetland Delineations within the project area of the preferred alignment.
2. Coordinate/perform Field Investigations for Environmental Assessment documentation as needed.

F. Post Design Services

Dewberry | Preble-Rish shall complete the following tasks as Post Design Services during and following construction.

1. Provide periodic inspection verification services for the duration of the project. An inspector will be onsite for all critical project milestones.
2. Review construction submittals and pay requests.
3. Perform Substantial Completion Inspection.
4. Perform Final Inspection.
5. Provide Certifications to Regulatory Agencies.
6. Review Contractor's Closeout Documentation.

G. Compensation

Dewberry | Preble-Rish will invoice Bay County monthly based on a percentage of work completed based on the following fee schedule:

A.	**Survey (Pre-Design Survey, Boring Stakeout & As-Built Survey)**	**$21,200.00**
B.	**Geotechnical Services**	**$11,780.00**
C.	**Design Services**	**$116,057.00**
D.	**Permitting**	**$9,900.00**
E.	**Environmental Services**	**$6,288.00**
F.	**Post Design Services**	**$12,050.00**
	Total Lump Sum Fee	**$177,275.00**

IN WITNESS WHEREOF, the parties hereto have caused this Scope of Services to be executed by their undersigned officials as duly authorized.

Dewberry Engineers, Inc. d.b.a. Dewberry | Preble-Rish

Address for Correspondence:

203 Aberdeen Parkway

Panama City, Florida 32405

By: _____

Name and Title: Clifford Wilson III, P.E., Vice President

Date: 4/5/17

Bay County Utility Services (BCUS)

Address for Correspondence:

3410 Transmitter Road

Bay County, Florida 32404

By: _____

Name and Title: Ben Blitch, P.E., Director

Date: _____

Bay County Board of County Commissioners
Agenda Item Summary

PZ 17-033 Small Scale Amendment

DEPARTMENT MAKING REQUEST/NAME:	**MEETING DATE:** 5/16/2017
Community Development Ian Crelling, Planning Manager	

REQUESTED MOTION/ACTION:
Board to conduct a legislative public hearing to consider a proposal of a Small-Scale Amendment to the Bay County Comprehensive Plan, Future Land Use Map, Application No. PZ 17-033. Located at the northeast corner of Highway 77 and Annie Lee Brock Road. **(District IV)**.

AGENDA	**BUDGETED ITEM?** N/A
Community Development - Public Hearing	BUDGET ACTION: N/A FINANCIAL IMPACT SUMMARY STATEMENT: N/A

BACKGROUND:
On April 20, the Bay County Planning Commission conducted a public hearing to consider a request from property owner Georg Koll to change the Future Land Use Map designation of 9.5 acres from Agriculture-Timberland to General Commercial (**Exhibit 1**). The subject parcel is located at the northeast corner of Highway 77 and Annie Lee Brock Road in the Sand Hills area. At the conclusion of the public hearing, the Planning Commission voted 5-0 to find the proposed land use change consistent with the Bay County Comprehensive Plan.

The subject property stretches approximately 900 feet deep off of its main access point, State Highway 77, a paved arterial road. All new development would be required to pave access roads.

The subject property has had commercial businesses in the past. The legal non-conforming status of past businesses were lost. There also have been a history of code enforcement issues with the property. This proposal will allow the applicant to develop the property in accordance with the Bay County Land Development Regulations.

The General Commercial land use designation and accompanying “C-3” zone district allows for neighborhood commercial, commerce parks, recreation, conservation, public/institutional, educational facilities, public utilities, retail trade, general office and similar uses.

Notice of this public hearing was published in a local newspaper in accordance with Section 206 of the Land Development Regulations.

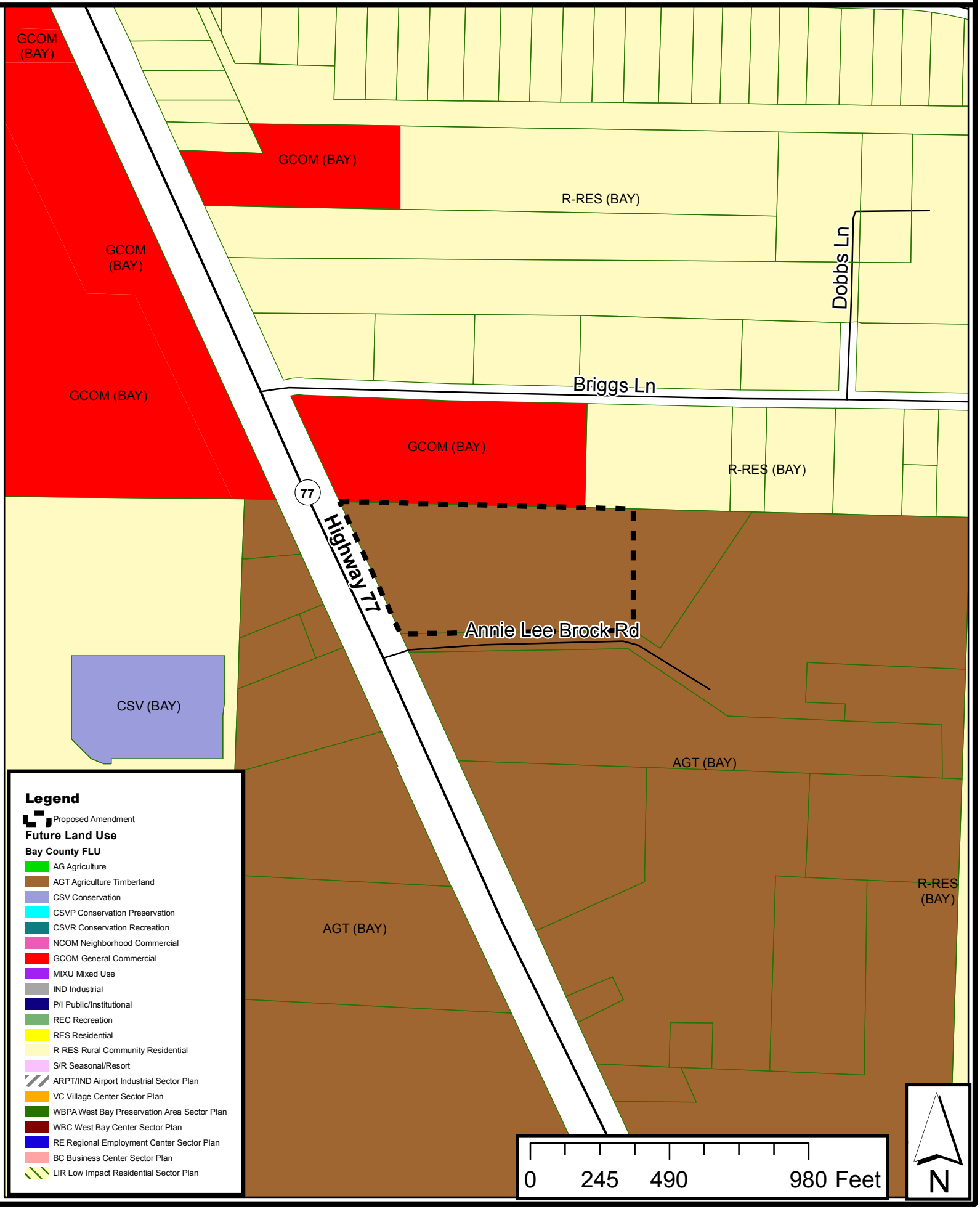
Staff agrees with the Planning Commission and recommends the Board conduct a public

hearing, approve the proposed amendment, and adopt the attached ordinance (**Exhibit 2**).

ATTACHMENTS:

Description	Type
Exhibit 1 Map, Memo, and Application	Exhibit
Exhibit 2 Proposed Ordinance	Exhibit

Bay County Future Land Use Map



BAY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
840 W. 11th Street Room 2350 - Panama City, FL 32401
Phone: 850-248-8250 - Fax: 850-248-8267
E-mail: planning@co.bay.fl.us

Agenda Date: April 20, 2017
Application No.: PZ17-033

Applicant: George Koll

Amendment Description: A proposal to amend 9.5 acres from "Agriculture-Timberland" to "General Commercial" on the Bay County Future Land Use Map of the Comprehensive Plan. Property located at the northeast corner of Highway 77 and Annie Lee Brock Road. (District IV).

Parcel Information:

Parcel Size:	9.5 acres
Land Use Designation:	Agriculture-Timberland
Zoning:	AG-2
Existing Land Use:	Non-conforming commercial uses
Surrounding Land Use:	North: Briggs Lane and General Commercial, East: Agriculture-Timberland, South: Agriculture Timberland, West: Highway 77 and Agriculture Timberland
Project Site Access:	Highway 77 and Annie Lee Brock Road
Service Area:	Rural, Sand Hills Rural Community Special Treatment Zone

Analysis & Discussion

The applicant proposes a Small Scale Amendment to the Comprehensive Plan Future Land Use Map to change the land use designation of the subject parcel from Agriculture Timberland to General Commercial. There are General Commercial designations to the north and northwest adjacent to the subject parcel.

The current zoning of the subject parcel is Agriculture Timberland (AG-2).

The subject property stretches approximately 900 feet deep off of its main access point - State Highway 77, a paved arterial road. All new development would be required to pave access roads.

The subject property has had commercial businesses in the past. The legal non-conforming status of past businesses were lost in the past. There have been code enforcement issues with the property in the past. This proposal will allow the applicant to develop the property in accordance with the Bay County Land Development Regulations.

Notice of this public hearing was published in a local newspaper in accordance with Section 206 of the Land Development Regulations.

Staff Recommendation

It is therefore, recommended, that the Commission:

1. Find the proposed Small Scale Amendment to the Bay County Future Land Use Map, Application No. PZ 17-033, consistent with the Comprehensive Plan and in compliance as that term is defined in F.S. 163.3184.

2. Forward a recommendation to the Bay County Board of County Commissioners to adopt the proposed Comprehensive Plan map amendment.

BAY COUNTY
COMPREHENSIVE PLAN
SMALL SCALE MAP AMENDMENT
APPLICATION

Prepared For:

Georg Koll
1200 Plantation Drive
Panama City, Florida 32406

March 2017

CONTACT INFORMATION

Raymond W. Greer, AICP
Project Manager
2910 Kerry Forest Parkway
Suite D-4 126
Tallahassee, Florida 32309
Phone: 850.545.6503

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Appendix

Appendix A Bay County Comprehensive Plan Amendment Application

I. General Information

The application package contains a proposed small scale amendment to Bay County Comprehensive Plan Future Land Use Map. The amendment proposes to change a total of 9.5 acres from the Agriculture Timberland land use category to General Commercial land use category on the Bay County Future Land Use Map.

The amendment area is located along the east side of Highway 77 and to the north of Annie Lee Brock Road. The property subject to the proposed amendment contains an existing commercial use and has been utilized for commercial purposes for several decades. The property falls in the Sand Hills Rural Community Special Treatment Zone. The Location Map is included in Section VII.

The Sand Hills area is designated as a Rural Community in the Bay County Comprehensive Plan. The purpose of the "Rural Communities" Special Treatment Zones, consistent with the Wide Open Spaces Strategy, is to promote infill development into existing rural developed areas that will allow residents to work, shop, live, and recreate within one relatively compact area while preserving the rural and low density land uses in the designated and surrounding areas.

The Rural Communities represent three separate areas in the County that allow for increased development standards in the rural area. The 2009 Bay County EAR stated that “As these areas start to build out and the suburban service area fills in, it may be necessary to look into creating new rural villages or commercial nodes in the rural areas to help support surrounding areas.”

II. Type of Request

A. Map Amendment

The request is for an amendment to Bay County's Future Land Use Map for a site consisting of approximately 9.5 acres. The site currently consists of Agriculture Timberland land use designation. This request is to redesignate the site as General Commercial. The Existing Future Land Use Map and the Proposed Future Land Use Map are included in Section VII. Table 1 identifies the total acreage and the existing and proposed land use for the amendment area.

Table 1: Existing and Proposed Future Land Use Classifications

Future Land Use Categories within the Proposed Amendment Area	Acres		
	Existing	Proposed	Change
Agriculture Timberland	9.5	0	-9.5
General Commercial	0	9.5	0
Total	**9.5**	**9.5**	**9.5**

III. Description of Property / Adjacent Uses

The subject site is approximately 9.5 acres consisting of Agriculture Timberland on the Bay County Future Land Use Map. The zoning designation on the site is AG-2 Agriculture Timberland. Refer to Appendix IX for the Adopted Future Land Use and Adopted Zoning maps.

The subject property currently contains existing commercial uses. The subject property contains a mixture of developed and vacant land. There are no wetlands located on the property. The surrounding property consists of the following designations: general commercial, agriculture, and rural residential. These land uses are shown on the Adopted Future Land Use Map in Section IX and Table 2, below.

Table 2: Subject Site and Adjacent Property Land Uses

	Future Land Use Designations	Zoning Districts
Subject Property	Agriculture Timberland	AG-2
North	Rural Residential and General Commercial	R-1, C-3
South	Agriculture Timberland	AG-2
East	Highway 77 and Agriculture Timberland	AG-2
West	Agriculture Timberland	AG-2

Source: Bay County GIS Department (March 2017)

IV. Natural Resources / Features of Subject Property

A. Site Description

The amendment area is located on the east side of Highway 77. The property falls in the Sand Hills Rural Community Special Treatment Zone. The Location Map is included in Section VII. Access to the subject property is off of Highway 77 through Annie Lee Brock Road located at the southern edge of the proposed amendment site.

B. Soils

The subject property has a mix of four different soil types on the property as identified on the Soils Classification Map in Section IX and Table 4. A description of each soil type is listed below.

Table 3: Soil Types

Soil Map Unit Symbol	Soil Unit Composite Name	Acres
26	Centenary Sand	
22	Pamlico Dorovan Complex	
25	Hurricane Sand	
23	Chipley Sand	

Source: Bay County GIS Department (January 2014)

Centenary Sands – Centenary Sands consist of moderately well drained permeable soils that formed in thick beds of sandy marine sediment. Slopes are 0-to 5 percent.

Pamlico Dorovan Complex – Pamlico Dorovan soils consist of poorly drained, moderately, permeable soils that formed in moderately thick deposits of sandy marine material. Slopes are nearly level and less than 1 percent.

Hurricane Sands – Hurricane series consists of somewhat poorly drained moderately rapidly permeable soils that formed in thick beds of sandy marine sediment. They are in small to moderately small flatwoods areas.

Chipley Sand – Chipley sand consists of somewhat poorly drained, rapidly permeable, nearly level to sloping soils in upland flatwoods.

C. Floodplains

All of the proposed amendment area is outside of the 0.2% chance annual flood or is located in an "A" zone where no base flood elevation has been determined. For additional information regarding flood zone locations occurring on the subject site, please reference the FEMA Flood Zones Map in Section VII.

D. Wetlands

As demonstrated on the Wetlands Map in Section IX, there are no wetlands on the proposed amendment site.

E. Listed Wildlife Species

The area may support a variety of wildlife species. These may include Florida pine snakes, gopher tortoises, gopher frogs, Sherman's fox squirrel, and potential habitat for the Florida Black Bear. Policy 6.8.2 of the Bay County Comprehensive Plan addresses state threatened or endangered wildlife habitat. The applicant will perform all habitat analysis at the development stage.

F. Historic and Cultural Resources

The applicant has requested preliminary cultural and archaeological resource information from the Florida Master Site File (FMSF), Division of Historical Resources. The Florida Master Site file doesn't list any previously recorded cultural resources for the amendment area.

V. Public Facilities and Services

The following analysis is based upon the availability of, and actual and anticipated demand on, facilities and services serving or proposed to serve the subject property. The analysis evaluates the effect of the demands on the level of service standards adopted within the Bay County Comprehensive Plan and identifies any anticipated facility improvements. Facilities and services include potable water, sanitary sewer, solid waste, transportation, and school facilities.

A. Potable Water

The central water service provider for Bay County is the County-owned Deer Point Lake Water Facility. The permitted capacity of this facility is 60,000,000 gallons per day (gpd). Flow rates obtained from FDEP indicate that the facility is currently running at approximately 25,499,100 gpd. Historical flow data indicates that the water demand at the Bay County Water System has decreased over the past five years. A conservative two-percent growth rate was used to project future water demand created throughout Bay County through the year 2030.

Bay County has not adopted a Level of Service (LOS) standard for non-residential potable water uses. A typical level of service standard of 150 gallons per day per 1,000 square feet of building area was utilized for the potable water analysis.

The site is currently utilized for commercial purposes and contains 4 buildings with a total square footage of 7,124 square feet and has a potable water demand of 1,069 gpd. As Table 4 shows, the facility will have adequate capacity for the site in potable water demand.

Table 4: Potable Water Capacity Analysis

Year	Permitted Capacity (gpd)	Average Demand (gpd)	Project Demand (gpd)	Total Demand (gpd)	Percent Utilized
2017	60,000,000	27,601,046	1,069	27,602,115	46.00%
2020	60,000,000	30,473,785	1,069	30,474,854	50.79%
2025	60,000,000	33,645,521	1,069	33,646,590	56.08%
2030	60,000,000	37,147,374	1,069	37,148,443	61.91%

Source: Bay County Utility Services Department and Bay County Property Appraiser data (March 2017)

B. Sanitary Sewer

The proposed amendment site would send their wastewater to the North Bay Wastewater Treatment (NBWWTP) Facility. The NBWWTP facility has the permitted capacity for 1.5 MGD and was designed to be increased to 3.0 MGD. Flow rates obtained from the Bay County Utility

Services Department indicate that the facility is currently running at approximately 15,000 gpd. In discussions with the Bay County Utility Services Department it was determined for this analysis, to project future water demand created through year 2030, that four-percent growth rate would be used through 2020 and a two-percent growth rate would be used for the remainder of the planning period.

Bay County has adopted a Level of Service (LOS) standard for wastewater of 280 gallons per household per day for residential uses. The average household size for Bay County based on the 2010 U.S. Census data is 2.41 persons per household. Bay County has not adopted a LOS standard for non-residential uses. A typical level of service standard of 120 gallons per day per 1,000 square feet of building area was utilized for the sanitary sewer analysis for non-residential.

The site is currently utilized for commercial purposes and contains 4 buildings with a total square footage of 7,124 square feet and has a sanitary sewer demand of 1,069 gpd. As Table 8 shows, the facility will have adequate capacity to absorb the increase in wastewater demand.

Table 5: Sanitary Sewer Capacity Analysis

Year	Permitted Capacity (gpd)	Average Demand (gpd)	Project Demand (gpd)	Total Demand (gpd)	Percent Utilized
2015	1,500,000	17,548	855	18,403	.012%
2020	3,000,000	21,350	855	22,205	.015%
2025	3,000,000	23,572	855	24,427	.016%
2030	3,000,000	26,025	855	26,880	.018%

Source: Bay County Utility Services Department and Bay County Property Appraiser data (March 2017)

C. Transportation

Existing daily traffic volumes were obtained from FDOT count station data along each roadway segment. Existing PM peak-hour volumes were calculated by multiplying the daily traffic volumes by a K factor of nine percent. The K factors were also taken from the FDOT count stations. A review of the existing conditions indicates that all roadway segments in the study area are currently operating at acceptable level-of-service standards. Table 6 summarizes the current daily and PM peak-hour operating conditions.

Table 6: Existing Traffic Daily & PM Peak-Hour Operating Conditions

Road Name and Segment	Adopted LOS				Exisiting Traffic		Exceeds LOS?
	LOS Standard	Number of Lanes	Service Volume[1]				
			Daily	PM Peak	Daily	PM Peak	
SR 77							
CR 2321 to CR 2300	D	4	36,700	3,560	15,500	1,395	No
CR 2300 to CR 388 West	C	4	35,500	3,440	14,600	1,314	No
CR 388 West to CR 388 East	C	4	49,600	4,660	13,200	1,188	No
CR 388 East to Site	C	4	45,400	4,400	11,350	1,022	No
Site to SR 20	C	4	45,400	4,400	9,500	855	No

1. Daily and PM peak-hour service volumes were obtained from the Bay County Concurrency Management System Spreadsheet.

Concurrency will be evaluated at the development order stage, although the existing transportation network has ample capacity to service the 9.5 acre site.

D. Stormwater

Bay County has adopted Level of Service (LOS) standards within the Comprehensive Plan that apply to water quantity and water quality for evaluating impacts associated with developments. The LOS standards for water quantity indicate that post-development runoff shall be no greater than predevelopment runoff.

Bay County's LOS standards for water quality are as follows:

> For stormwater discharges into OFW or the Deer Point Lake Protection Zone treatment shall be as specified in s.62-25(g), F.A.C. (OFW standards). For all other stormwater discharges treatment shall be as specified in Ch. 62-25, F.A.C. For areas within designated Ecosystem Management Zones treatment to OFW standards may be required. For purposes of flood attenuation, all development projects are required to be designed and constructed so as to accommodate the critical 25-year, duration storm event as outlined in the FDOT Drainage Manual. This requirement shall not apply to the construction of single-family, duplex, triplex, or quadraplex dwellings and customary accessory uses.

Development of the amendment site will comply with the groundwater quality and quantity protection requirements set forth in the Bay County Comprehensive Plan. In addition to the adopted LOS standards for water quantity and quality, more stringent regulations regarding water quantity and water quality for evaluating impacts associated with slightly higher density development within the Rural Residential FLU classification apply and consist of the following: (1) Minimize the amount of impervious surfaces permitted. Porous pavements and grass parking spaces may be used to minimize the amount of impervious surface; (2) Utilize additional

stormwater collection and protection measures such as requiring more pre-treatment, shallow drainage retention areas, grass-lined swales, and other low-impact development techniques that enhance nutrient removal; and (3) Treat stormwater to meet Outstanding Florida Waters criteria.

E. Solid Waste

The subject property in the proposed land use change will send their solid waste to the Steelfield Landfill in northwestern Bay County. The Steelfield Landfill receives household garbage and debris from Bay County along with several surrounding Counties. The landfill is expected to reach capacity in 2035. There is an additional 305 acres of land available for landfill permitting. When this land is permitted, the life expectancy of the landfill will be 91 years (2101).

The County adopted a residential level of service standard for solid waste of 5.5 lbs per person per day. The County has not adopted a level of service for non-residential solid waste uses.

VI. Urban Sprawl Analysis

Chapter 163.3177(6)(9)(a), Florida Statutes, provides a thirteen-point list of indicators to help in the evaluation of whether a proposed FLU change would constitute urban sprawl. An analysis of the thirteen points as applied to the Bay County Comprehensive Plan amendment is provided below:

163.3177(6)(9)(a)(I): Promotes, allows or designates for development of substantial areas of the jurisdiction to develop as low-intensity, low density, or single-use development or uses in excess of demonstrated need.

The proposed amendment is located within the Rural Service Area and the Sand Hills Rural Community STZ boundary. The Sand Hills Rural Community STZ designation was established to promote infill development into existing rural developed areas within the Sand Hills Lakes area, while preserving rural and low-density land uses. According to the Bay County Comprehensive Plan, Rural Community STZs are the only places within the rural area where commercial and higher density development is allowed.

The proposed amendment is already a developed commercial land use in the Sand Hills community. Therefore, the proposed amendment will not promote, allow or designate for development of substantial areas of the jurisdiction to develop as low-intensity, low density, or single-use development or uses in excess of demonstrated need.

163.3177(6)(9)(a)(II): Promotes, allows or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development.

The proposed amendment does not promote, allow or designate significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development. The proposed amendment is located within the Sand Hills Rural Community STZ. The amendment area consists of existing commercial uses occurring on the site. The Sand Hills Rural Community STZ is an existing community that is home to a number of residential subdivisions, a fire station, a public school serving Pre-K to 12th grade students, and commercial establishments including, but not limited to, a gas station, a hardware store, and local restaurants. Furthermore, additional development along the SR 77 and CR 388 corridors is inevitable in response to the County-approval of the Airport and West Bay DSAPs.

Bay County established the Sand Hills Rural Community STZ designation in order to promote infill development into existing rural developed areas within the Sand Hills Lakes area. The proposed

amendment area is an ideal location for infill commercial development within the existing rural developed area, as it is situated in between areas of planned and existing development.

163.3177(6)(9)(a)(III): Promotes, allows or designates urban development in radial, strip, isolated or ribbon patterns generally emanating from existing urban development.

The proposed amendment does not promote, allow, or designate urban development in radial, strip, isolated or ribbon patterns generally emanating from existing urban development. The proposed amendment site is currently utilized as a commercial use.

163.3177(6)(9)(a)(IV): As a result of premature or poorly planned conversion of rural land or other uses, fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

The proposed amendment does not fail to adequately protect and conserve natural resources. Development The proposed amendment site is already developed with commercial uses.

The Sand Hills Rural Community Special Treatment Zone details a commercial development pattern in Policy 3.4.10.2 in the Bay County Comprehensive Plan. It states, "The intent of the Sand Hills Rural Community commercial development pattern is to provide for commercial, retail, civic, and office uses which provide goods and services in close proximity to each other. Commercial development patterns within the Sand Hills Rural Community are intended to be compact and not promote strip commercial development; therefore, zoning districts implementing this development pattern will include limitations on arterial and collector street frontage and maximum development pattern size. It is also intended that community facilities (recreation, civic, community services, and light infrastructure) related to the principal use of this development pattern be allowed in a manner which would ensure the protection of adjacent uses." This amendment request is compatible with the Sand Hills Rural Community commercial development pattern.

163.3177(6)(9)(a)(V): Fails adequately to protect adjacent agricultural areas and activities, including silviculture, and including active agricultural and silvicultural activities as well as passive agricultural activities and dormant, unique and prime farmlands and soils.

The proposed amendment site is an existing developed commercial business. Therefore, the proposed amendment does not fail to adequately protect adjacent agricultural areas and activities, including silviculture.

163.3177(6)(9)(a)(VI): Fails to maximize use of existing public facilities and services.

The proposed amendment does not fail to maximize the use of existing public facilities and services. A sewer plant located south of the amendment was purchased by the County in 2009 and current plans detail expanding it from 1.5 mgd to 6 mgd over the next planning horizon.

The proposed amendments site is a developed commercial use and does not fail to maximize the use of existing public facilities and services. The Sand Hills Rural Community STZ and the proposed Future Land Use Map amendment are located within the Rural Service Area, which are not included within Bay County's designated central sewer and/or water service franchise areas. Consequently, developed sections of the Sand Hills Rural Community STZ are served by wells and on-site septic systems.

163.3177(6)(9)(a)(VII): Fails to maximize use of future public facilities and services.

The proposed amendment site is currently a developed operating commercial business future Increased provides for the cost-efficient delivery of public facilities and services. Therefore, the proposed amendments will not fail to maximize future public facilities and services.

163.3177(6)(9)(a)(VIII): Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

The proposed map amendment does not allow for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services. The Sand Hills Rural Community STZ is an existing community that is home to many residential subdivisions, a fire station, a public school serving a Pre-K to 12th grade students, and commercial establishments including, but not limited to, a gas station, a hardware store, and local restaurants. Municipal services are available to the proposed amendment area including roads, central potable water and sewer services, stormwater management facilities, law enforcement, education, health care, fire and emergency response, and general government of the County.

163.3177(6)(9)(a)(IX): Fails to provide clear separation between rural and urban uses.

As previously mentioned, the proposed amendment area is located within the rural service area and the Sand Hills Rural Community STZ. The Sand Hills Rural Community STZ designation was established to promote infill development into existing rural developed areas within the Sand Hills area, while preserving rural and low-density land uses. According to the Bay County Comprehensive Plan, Rural Community STZs are the only places within the rural area where

commercial and higher density development is allowed. The proposed amendment will create concentrated development within the Sand Hills Rural Community STZ boundary and not "stripped out" along Highway 77.

163.3177(6)(9)(a)(X): Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

The Sand Hills Rural Community STZ is considered an "overlay" on the official Future Land Use Map and encompasses one or more underlying future land use designations. This "overlay" imposes additional requirements above and beyond those required by the underlying future land use designations. The Sand Hills Rural Community STZ is one of three separate areas in the County that allow for increased development standards in the rural area to try and discourage urban sprawl while providing areas for residents to work, shop and live in a relatively compact area. Therefore, the proposed amendments will provide needed opportunity for infill development and will not impede redevelopment of existing neighborhoods and communities.

163.3177(6)(9)(a)(XI): Fails to encourage an attractive and functional mix of uses.

As mentioned above, the proposed amendment is located in the Rural Service Area, in the Sand Hills Rural Community Special Treatment Zone (STZ). The Sand Hills Rural Community STZ is an existing community that is home to many residential subdivisions, a fire station, a public school serving approximately 1,240 students in Pre-K to 12th grade, and commercial establishments including, but not limited to, a gas station, a hardware store, and local restaurants. The proposed text amendment provides for a slightly higher density, as well as clustering of site development, resulting in the preservation of large tracts of recreational open space; and continued silvicultural uses within the wetland areas. Therefore, the proposed amendments do not fail to encourage an attractive and functional mix of uses.

163.3177(6)(9)(a)(XII): Results in poor accessibility among linked or related land uses.

The proposed land use change does not result in poor accessibility among linked or related land uses. The proposed amendment area is situated just off of SR 77. In 2006, SR 77 was made into a four lane principal arterial roadway from Panama City to I-10, bringing it up to acceptable LOS standards. In addition, a proposed realignment of CR 388 so that it bisects SR 77 further north near the amendment site is under consideration. The completed improvements and imminent planned improvements to these corridors, the proposed Gulf Coast Parkway, and close proximity to the Panama City-Bay County International Airport and the West Bay Area Sector Plan planning area will significantly improve accessibility among linked or related land uses.

163.3177(6)(9)(a)(XIII): Results in loss of significant amounts of functional open space.

The proposed amendment will not result in the loss of significant amounts of functional open space. The proposed amendment area is already a developed commercial use.

In addition to 163.3177(6)(9)(a), F.S., Chapter 163.3177(6)(9)(b) of the Florida Statutes provides an eight-point list of development patterns and urban forms. If the proposed amendment incorporates four or more of the development patterns or urban forms, it is determined to discourage the proliferation of urban sprawl. The four patterns and/or forms that best describes the proposed amendment are listed below.

163.3177(6)(9)(b)(I): Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

The proposed amendment does not have an adverse impact on natural resources and ecosystems. The site is already developed and does not contain any environmentally sensitive areas of the site, such as wetlands.

163.3177(6)(9)(b)(II): Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

The proposed map amendment promotes the efficient and cost-effective provision or extension of public infrastructure and services. Municipal services will be made available to the proposed amendment area as well as the existing community including roads, central potable water and sewer services, stormwater management facilities, law enforcement, education, health care, fire and emergency response, and general government of the County.

In 2012, the Bay County Transportation Planning Organization adopted new transportation boundaries for growth over the next ten years. These boundaries are updated every ten years based on new census records. A large area near the proposed amendment site his included in the new boundary representing areas that are expected to be urbanized by the year 2020. This designation helps promote efficient and cost effective provision and extension of public infrastructure and services.

163.3177(6)(9)(b)(V): Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

As mentioned above, the text of the comprehensive plan includes language that requires "cluster" site development. Clustering site development will result in the preservation of large tracts of open space that will enable the area to maintain its rural character. By clustering and arranging density in a manner to achieve large expanses of functional open space with

significant buffers provided for silviculture uses, the proposed amendment provides the Sand Hills Rural Community STZ with an opportunity to allow compact development and silvicultural activities to occur simultaneously within the same area. Therefore, the proposed amendment does not fail to adequately protect adjacent agricultural areas and activities, including silviculture.

163.3177(6)(9)(b)(VII): Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

The Sand Hills Rural Community Special Treatment Zone details a commercial development pattern in Policy 3.4.10.2 in the Bay County Comprehensive Plan. It states, "The intent of the Sand Hills Rural Community commercial development pattern is to provide for commercial, retail, civic, and office uses which provide goods and services in close proximity to each other. Commercial development patterns within the Sand Hills Rural Community are intended to be compact and not promote strip commercial development; therefore, zoning districts implementing this development pattern will include limitations on arterial and collector street frontage and maximum development pattern size. It is also intended that community facilities (recreation, civic, community services, and light infrastructure) related to the principal use of this development pattern be allowed in a manner which would ensure the protection of adjacent uses." This amendment request is compatible with the Sand Hills Rural Community commercial development pattern.

CONSISTENCY ANALYSIS

The proposed FLUM amendment is consistent with the Future Land Use Element and other affected elements of the Bay County Comprehensive Plan. The following is a specific description of how the proposed FLUM amendment is consistent with the significant subject areas of Future Land Uses, Natural Resources, and Public Facilities and Services of the Bay County Comprehensive Plan:

Policy 3.4.10: Sand Hills Rural Community Special Treatment Zone.

The Sand Hills Area is an established and continually evolving community with unique character and environmental assets that warrant a special planning approach to ensure the preservation and protection of its distinctive qualities. Due to its beautiful natural landscapes, picturesque areas, and its strategic location east of the West Bay Area Sector Plan (Centered around the Northwest Florida Beaches International Airport) and nearby major transportation corridors – SR 77, CR 388, and SR 20, development and growth will continue to occur in the Sand Hills Rural Community,

The Sand Hills Rural Community Special Treatment Zone is an overlay area that has been established to maintain the area's character while protecting its significant natural resources and advancing Bay County's Wide Open Spaces strategy. The Sand Hills Rural Community

Special Treatment Zone encourages efficient development and infill within an area that has the capacity to service future growth. The County will provide for the protection of environmental assets and guidance of future growth through Comprehensive Plan policies and Land Development Regulations that address characteristics such as development patterns, natural resources, development form, infrastructure, and economic sustainability for the Sand Hills Rural Community Special Treatment Zone.

This policy and its sub-policies describe the development criteria associated with the Sand Hills Rural Community Special Treatment Zone. The following guiding principles express, in part, the overall vision of this special planning district as established in the Comprehensive Plan. These guiding principles explain the basis for the development patterns described in the following sub-policies. Application of these development patterns in combination with each other is expected to achieve the following guiding principles of the Sand Hills Rural Community Special Treatment Zone:

(1) Protect important recharge areas from the effects of irresponsible development.

(2) Create a sense of place by implementing design and landscaping standards.

(3) Promoting civic and community uses, and providing interconnections between uses, community parks, and open space that protect and enhance the character of the Sand Hills

(4) Provide for sustainable development and environmentally responsible design.

(5) Maintain the character of the Sand Hills Rural Community while providing for neighborhood commercial, retail, office, and civic uses located within designated commercial areas and corridors, appropriately scaled to meet the needs of the Sand Hills Rural Community.

(6) Promote an integrated network of local streets, pedestrian paths, and bicycle and equestrian trails.

(7) Access management policies that promote development patterns which reduce automobile trip length.

(8) Provide for a range of housing types for all ages, incomes, and lifestyles.

(9) Provide centralized utilities for all new developments in a planned, coordinated and efficient manner.

Development of the proposed amendment area will adhere to the above requirement.

STORMWATER SUB-ELEMENT

Policy 5E.9.1: Stormwater requirements of the Land Use Code shall dictate that post-development runoff be no greater than predevelopment runoff.

Development of the proposed amendment area will adhere to the above requirement.

Policy 5E.10.1: The following general guidelines and principles will be used as the basis for stormwater management

1. **Prohibit the unauthorized obstruction of natural or man-made drainageways.**

2. **Require sediment control as part of any land clearing or development project, except for bona-fide agricultural activities using approved Best Management Practices (BMP's).**

3. **Provide for the dedication or private maintenance of all stormwater facilities, conveyances, or easements.**

4. **Include standards and criteria for impervious surface, lot coverage, and minimum open space areas.**

5. **Require that bridges, culverts, pipes, ditches or other conveyances be designed and constructed to County standards.**

6. **Require evaluation of flooding that may be caused by the development of vacant land adjacent to existing developed areas, including adjacent building lots in subdivisions.**

7. **Require that best available engineering practices be used for the design and construction of stormwater control facilities based on the following level-of-service standards.**

    a. **Water Quality**
        1) **Outstanding Florida Water; Potable Water Supply: For stormwater discharges into OFW or the Deer Point Reservoir Protection Zone treatment shall be as specified in s.62-25.025(g), FAC (OFW standards).**
        2) **Other Discharges: For all other stormwater discharges treatment shall be as specified in Ch. 62-25, FAC.**
        3) **Ecosystem Management Zones: Treatment to OFW standards may be required for areas within designated Ecosystem Management Areas.**

    b. **Flood Attenuation**
        For purposes of flood attenuation all development projects shall be designed and constructed so as to5E.10.1: accommodate the 25-year critical duration storm event as outlined in the FDOT Drainage Manual. This requirement shall

not apply to the construction of single-family, duplex, triplex, or quadraplex dwellings and customary accessory uses.

c. Operation and Maintenance

Stormwater facilities and conveyances owned and operated by the County shall be assigned the following levels-of-service (LOS).

LOS Operation and Maintenance

A Routine Maintenance.

B Routine inspection with specific routine maintenance.

C Routine inspection with inspection-based O&M.

D Reaction/complaint based O&M.

E No service.

8. Prohibit evacuation-intensive facilities (e.g. hospitals, nursing homes, etc.) in "A" and "V" flood zones.

9. Require developers to construct stormwater facilities and conveyances at their own expense as part of any new development project.

10. Provide exemptions from County stormwater regulations consistent with Ch. 62-25, FAC.

Development of the proposed amendment area will adhere to the above stormwater management guidelines and principles.

CONSERVATION ELEMENT

Objective 6.7: Conserve and manage natural resources on a systemwide basis rather than piecemeal.

The proposed amendment will assist the County in implementing a more efficient development pattern within its rural communities by implementing a land use category that will help provide infill development connect to central water and sewer service, and requires more stringent natural resource protection standards to curb future impacts to groundwater sources.

Policy 6.11.3: The County will employ the following measures to protect and conserve wetlands.

1. Wetlands will be delineated and depicted on all site plans included in applications for development approval.

2. Developers will design and construct development projects so as to avoid activities that would destroy wetlands or the natural functions of wetlands.

3. Wetland setbacks will be required as specified in Policy 6.7.4 for development on lots or parcels created after the effective date of this policy.

4. Wetlands crossings that connect dry upland areas are permissible provided the natural water flow between wetlands is not interrupted.

5. In the event a lot or parcel of property is rendered totally undevelopable by avoidance of wetlands the property may be developed when: 1) disturbance of wetlands is the minimum necessary to build an allowable use, and; 2) mitigation is provided consistent with applicable law.

The site will not result in any development of environmentally sensitive areas, such as wetlands.

Policy 6.18.1: On lots or parcels where locally significant environmental resources exist and resulting development restrictions apply owners or developers may use, or be required to use, the following innovative land development techniques.

1. Clustering

2. Mitigation

Development will only be permitted on the most suitable parts of a development site, while avoiding development of environmentally sensitive areas of the site.

Policy 6.20.1: The County will use the State of Florida Master Site File to identify those areas where cultural/archaeological or historic resources may exist. Developers of property within these areas must either demonstrate that no such resources are present or provide a protection plan which demonstrates how these resources will be protected or preserved.

The proposed amendment area does not contain any significant archeological sites, based on the Master Site File of the Florida Division of Historical Resources.

RECREATION AND OPEN SPACE ELEMENT

Policy 9.8.1: The County will ensure the availability of open space by:

4. Encouraging open space through density transfers, clustering, or other similar means, and;

5. Maintaining the rural and agricultural nature of northern Bay County through the Wide Open Spaces strategy.

As mentioned above, *The Sand Hills Rural Community STZ is considered an* overlay *on the official FLUM of the Comprehensive Plan. Clustering development will result in the preservation of large tracts of open space that will enable the area to maintain its rural character.*

CAPITAL IMPROVEMENTS ELEMENT

Policy 11.9.1: The concurrency requirements of this element shall apply to roads, sanitary sewer, solid waste, drainage, potable water, and parks and recreation. All applications for development approval shall be reviewed to ensure that level of service standards maintained are maintained and minimum concurrency requirements are met.

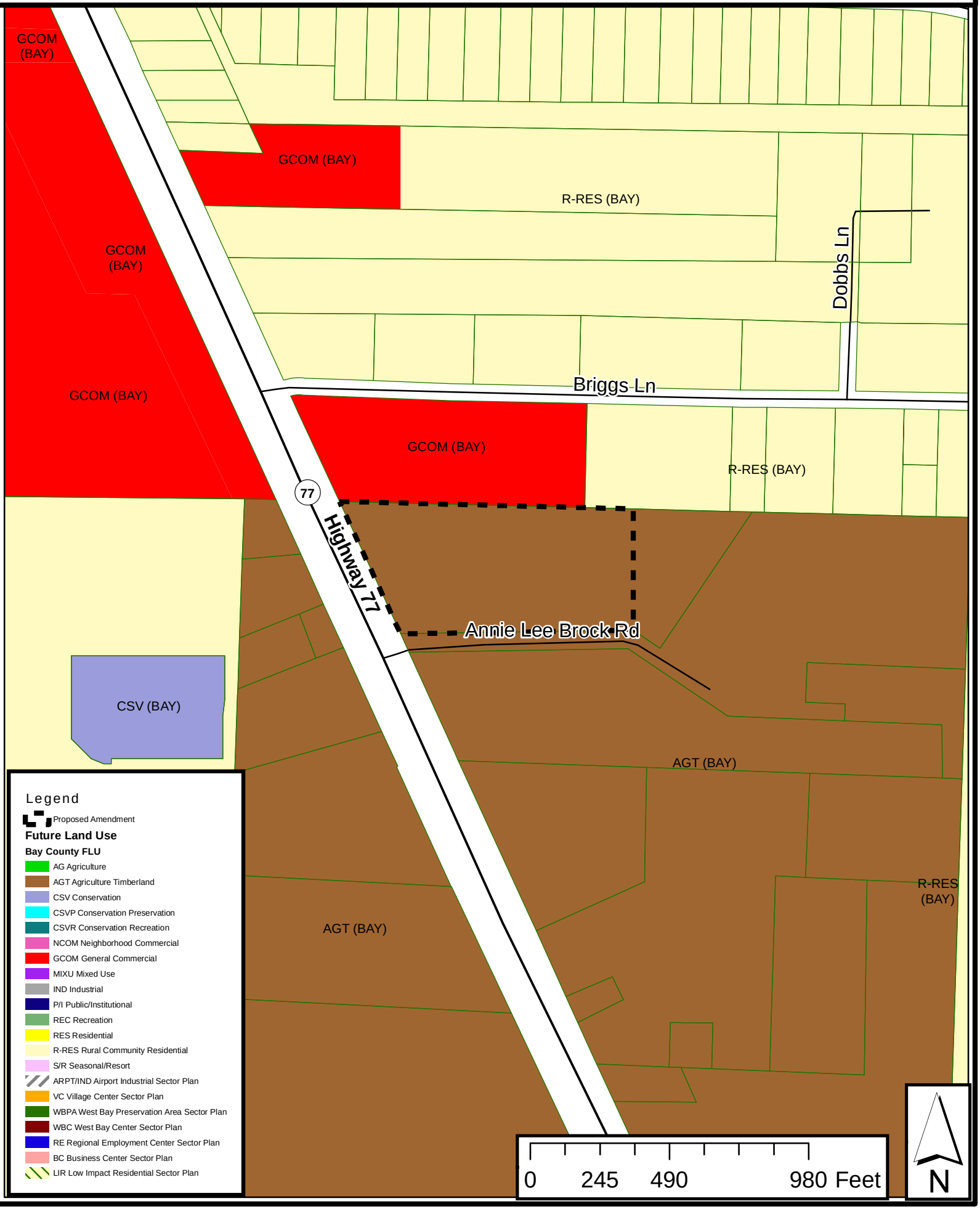
A complete public facilities analysis is included in Section VI of this report. Any impacts above the adopted level of service standards will be mitigated for when the property is proposed for redevelopment.

VII. Figures

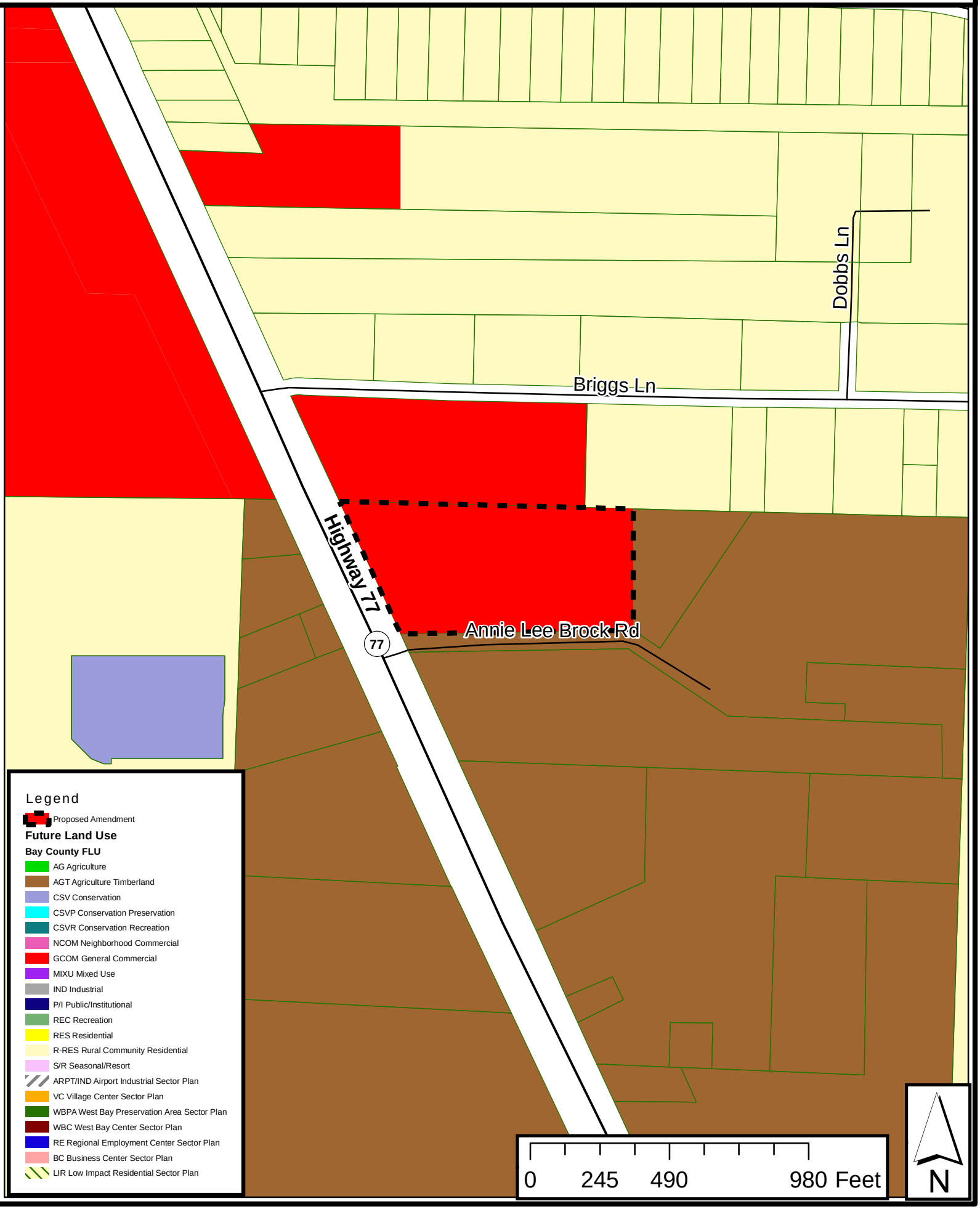
1. Location Map
2. Adopted Future Land Use Map
3. Proposed Future Land Use Map
4. Adopted Zoning Map
5. Soil Classifications
6. Floodplains
7. Wetlands
8. Proposed Zoning Map

General Location Map

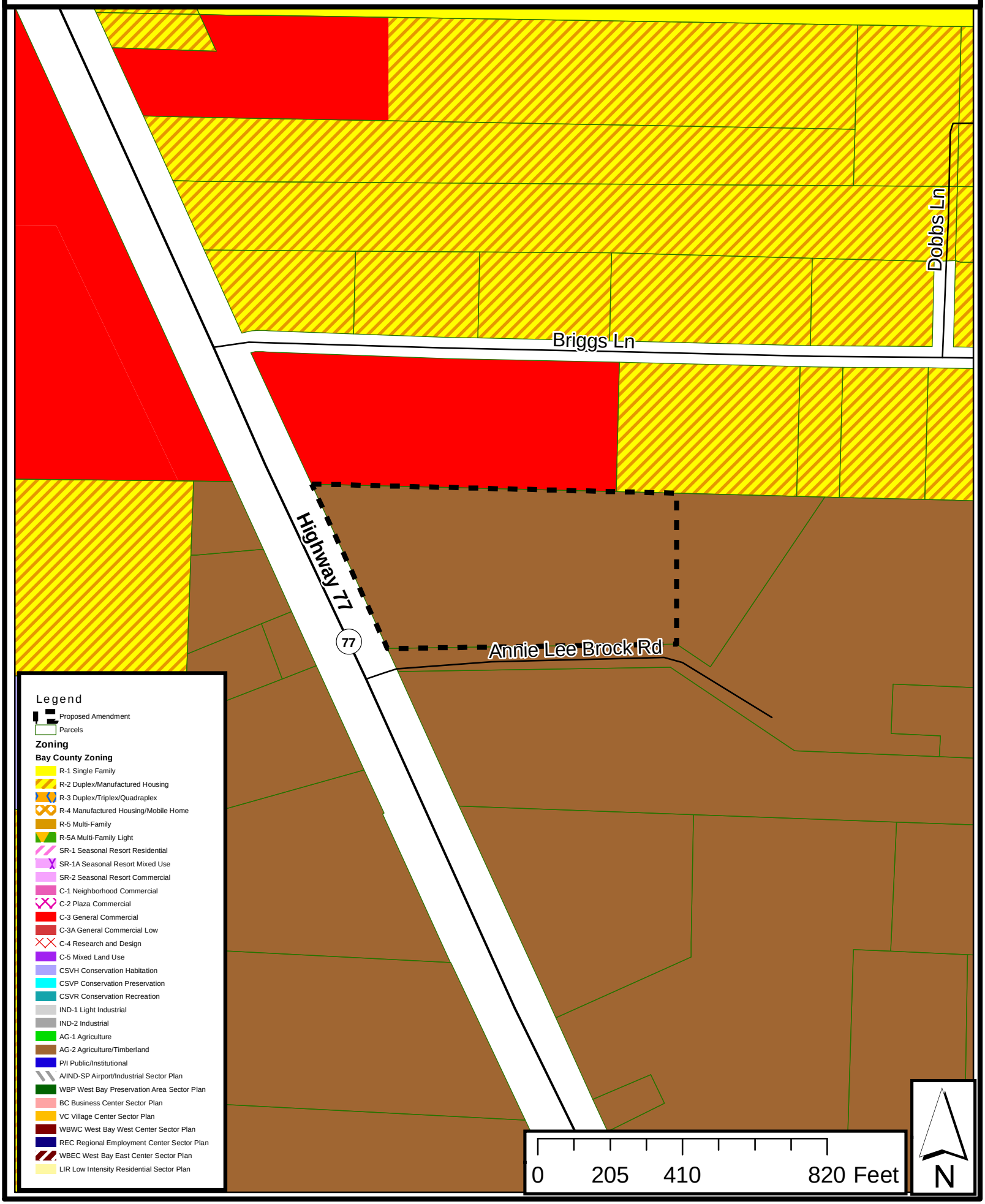
Bay County Future Land Use Map



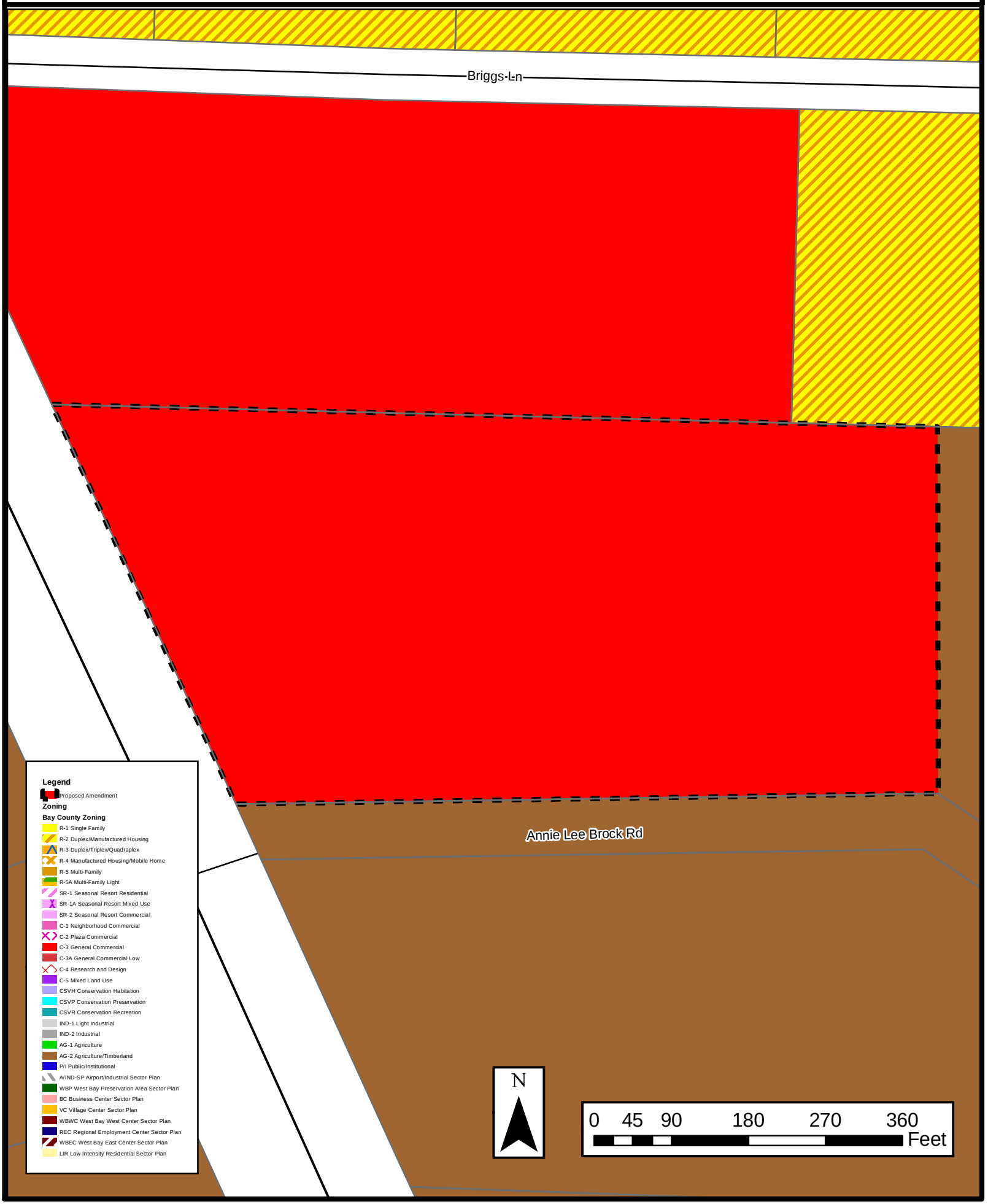
Proposed Bay County Future Land Use Map



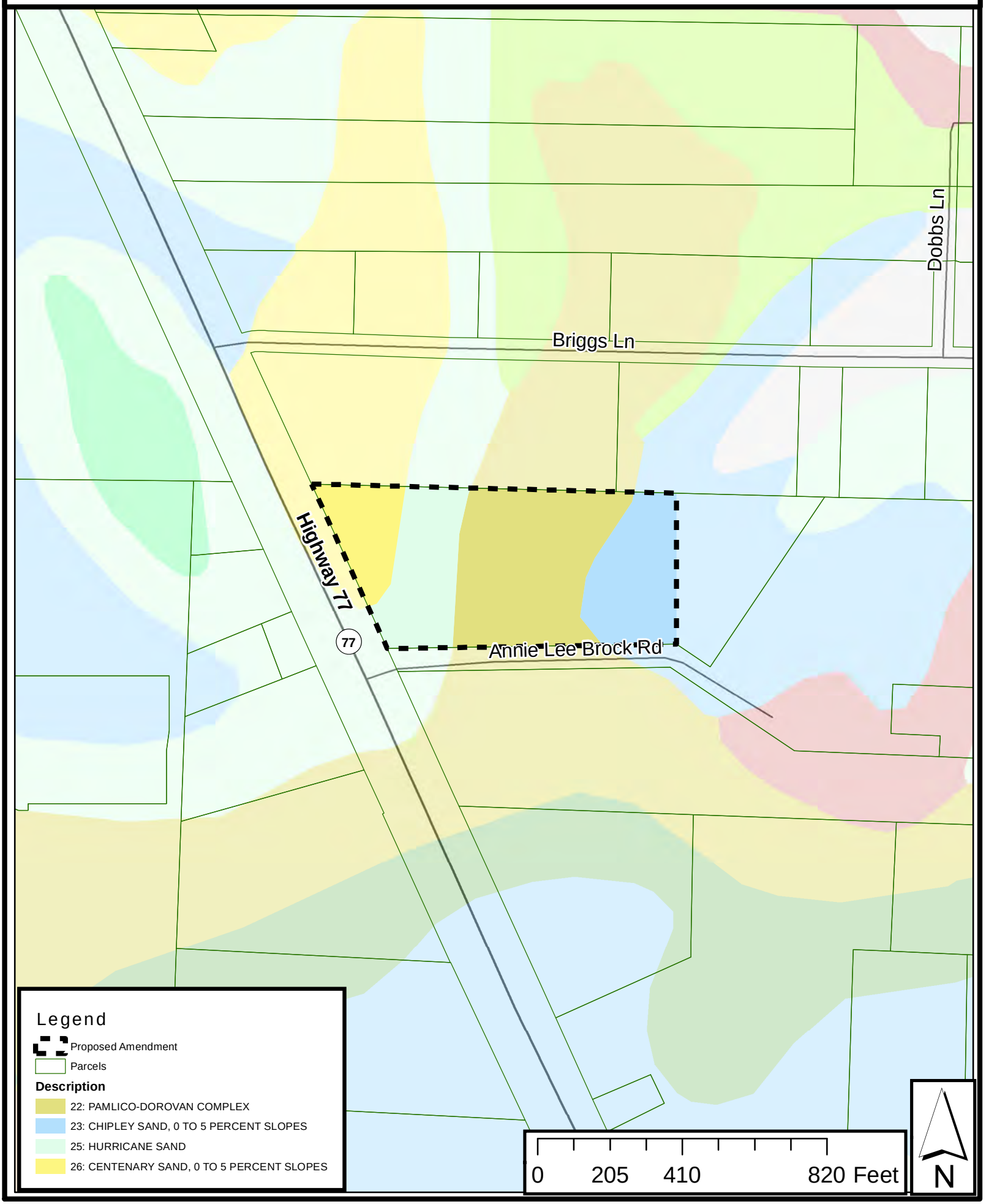
Bay County Zoning Map



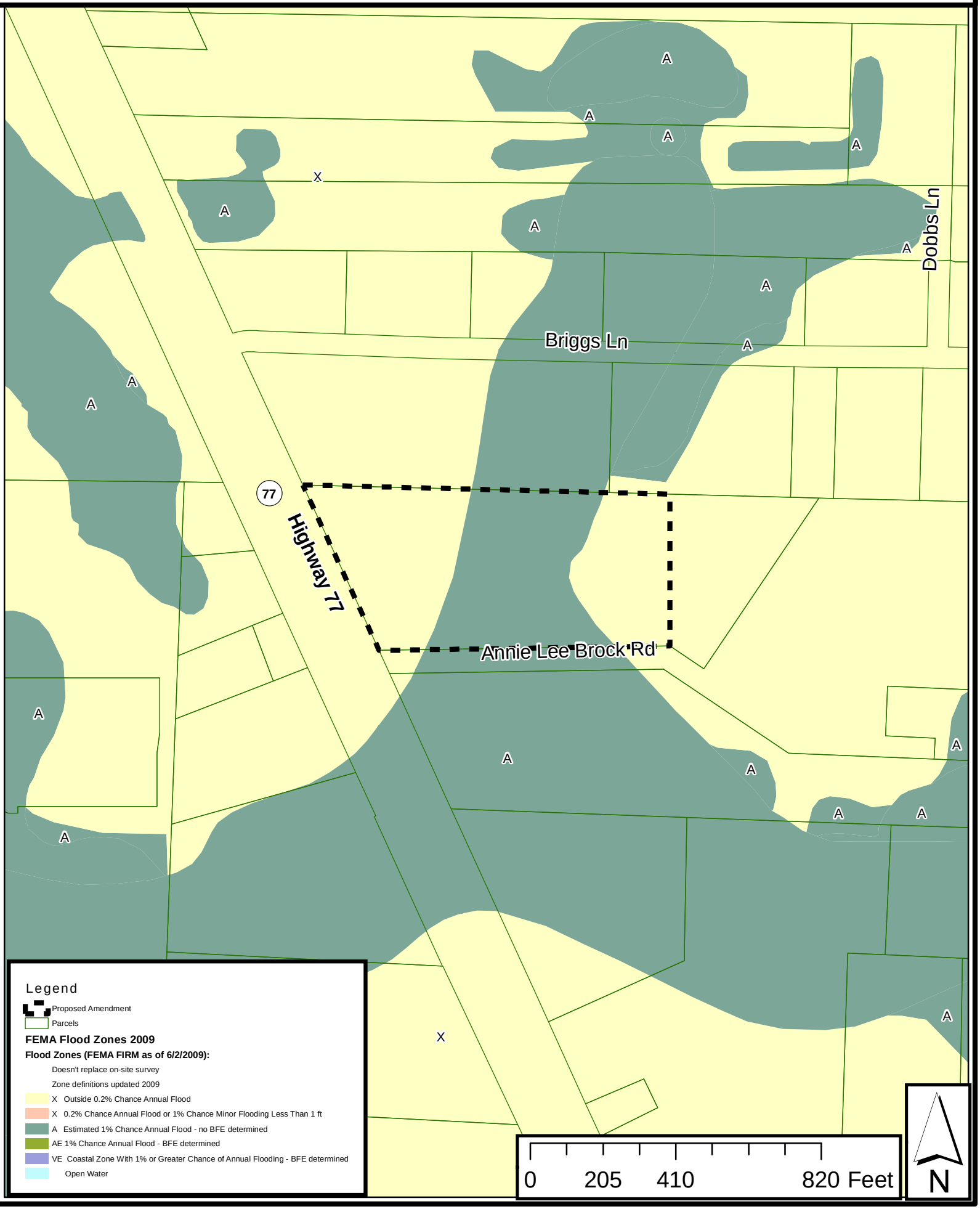
Proposed Bay County Zoning Map



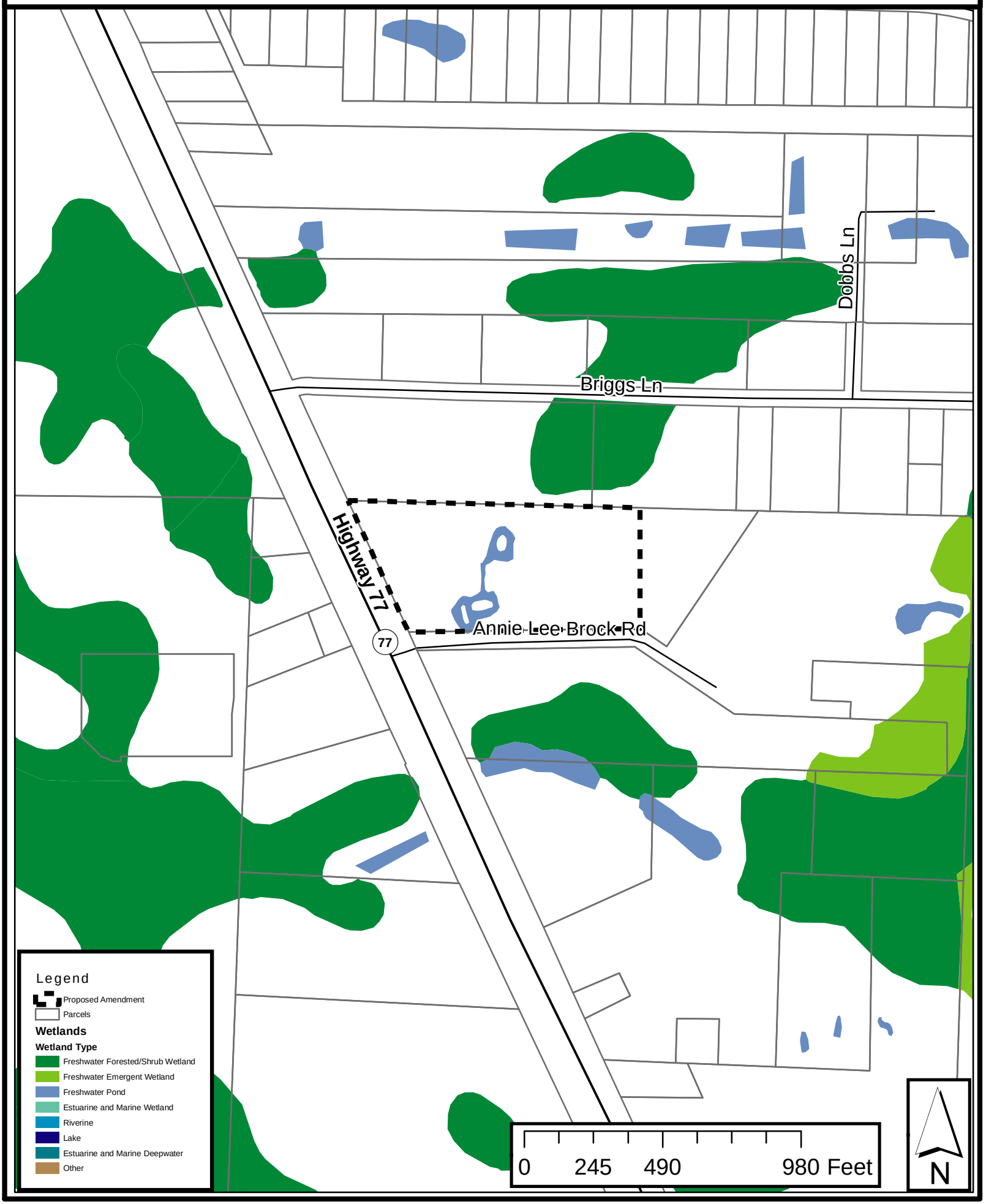
Bay County Soils Map



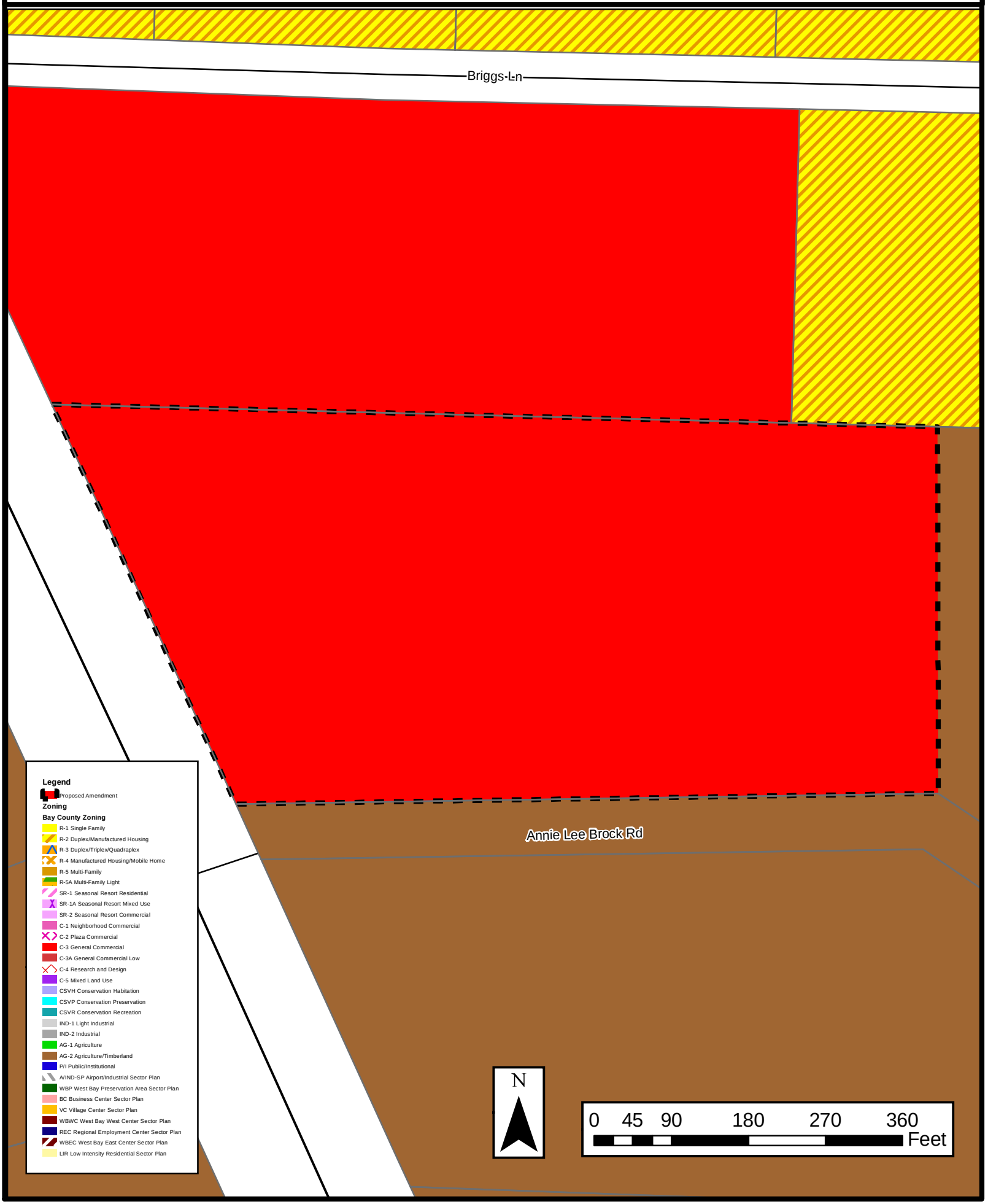
Bay County Flood Zones Map



Bay County Wetlands Map



Proposed Bay County Zoning Map



APPENDIX A

Bay County Application for Comprehensive Plan Amendment

Bay County Application to Amend the Comprehensive Plan Future Land Use Map (FLUM)

A) Applicant Information (Owner or Authorized Agent)

Owners Name:	*Georg Koll*	**Authorized Agent:**	*Raymond W. Greer, AICP*
Mailing Address:	*1200 Plantation Drive*	**Mailing Address:**	*2910 Kerry Forest Parkway D-4-126*
	Panama City, FL 32406		*Tallahassee, FL 32312*
Telephone:	*850-896-7580*	**Telephone:**	*(850)-545-6503*
FAX:		**FAX:**	
• *Attach letter from property owner granting authorization if agent is submitting application.*			

B) Requested Amendment

Change FROM *Agriculture -Timberland* **TO** *General Commercial*
(existing designation) **(proposed designation)**

C) Property Information

Address/Location of Proposed Amendment Site (if available):	*415 Annie Lee Brock Road*
Property ID Number	*A portion 07567-007-000*
Acreage of Site	*Approximately 9.5 acres*
Section, Township, Range	*Section 30 1S 14 W*
A legal description must be attached in order for application to be considered complete. Please include survey if available. Provide an 8.5 X 11 copy. *(See Exhibit 1)*	
A copy of signed deed or other instrument documenting legal interest in the property to be amended must be attached for application to be considered complete. Provide an 8.5 X 11 copy. *(See Exhibit 2)*	
Two aerial photographs obtained from the Bay County Property Appraisers Office which identify the subject property and all property within a 500' radius of the subject property must be attached to this amendment application. **Provide an 8.5 X 11 copy. (See Section IX)**	
An Environmental Analysis may be required for amendments currently designated "Conservation" on the FLUM.	

D) Review Fee Attached:

1. Large Scale Amendment (> 10 acres) $2,720: _____ Yes _____No
2. Small Scale Amendment (≤10 acres) $1,450: __X___ Yes _____ No

A) Site Information
Please provide the following attached to your complete application form.

- **A vicinity map showing the location of the subject property (8 1/2" by 11" sheet).**

  See Section IX

- **A site plan or drawing, drawn to scale deemed acceptable by the Planning Official, which describes or shows the following. If possible, please include all on one map. (8 1/2" by 11" sheet).**

  - **Location in relation to surrounding physical features such as streets, railroads, water bodies, etc. Names of adjacent streets and other physical features must be shown.**
  - **North direction arrow.**
  - **Township, Range, and Section**
  - **Dimensions of the site (length, width, etc.) in linear feet.**
  - **Size of the site in square feet or acres.**
  - **The plan for development. The type of development proposed for the site; the general location of such development on the site, general parking and stormwater requirements, and the size (square feet) of the proposed development.**

  The proposed amendment site is an existing developed commercial establishment.

  See Section VII for a map showing the location of the subject property in relation to surrounding physical features such as streets, water bodies, etc.

B) Justification and Consistency with the Comprehensive Plan

Explain the reasons for requesting the amendment, and provide data and analysis which support why the proposed Future Land Use Map is necessary and consistent with the Comprehensive Plan. Cite specific policies furthered by the proposed amendment, and attach additional pages as needed.

The site is currently developed and has been utilized for commercial uses for over 25 years. Section VI, Consistency Analysis, of the Comprehensive Plan Amendment Application.

C) Proposed Development

Describe the type of development proposed for the site. For residential amendments include the type and number of residential units.

The proposed amendment does not relate to development of the site.

D) Facility Capacity Analysis

Applicants must provide information as to how the site will have access to potable water, sewage disposal, solid waste disposal, roads, and stormwater control.

1. <u>Water and Sewer Service:</u>

a. Potable Water Service

Provider	Permitted Capacity (gallons per day – gpd)	Current Demand - gpd	Available Capacity – gpd

Current potable water demand of site under existing designation: gpd

Anticipated potable water demand if amendment is approved: gpd

Please reference Section VI. Public Facilities and Services, Part A, in the Comprehensive Plan Amendment, for a detailed Potable Water analysis for the site.

b. Sanitary Sewer Service / Wastewater Treatment

Provider*	Permitted Capacity - gpd	Current Demand - gpd	Available Capacity - gpd

*** If wastewater is to be treated using a package system, please fill-in "Package Plant" in the provider column and state the capacity of the proposed system in the second column.**

Current wastewater demand of site under existing designation: gpd

Anticipated wastewater demand if amendment is approved: gpd

Please reference Section VI. Public Facilities and Services, Part B, in the Comprehensive Plan Amendment, for a detailed Sanitary Sewer analysis for the site.

Note: If potable water and sewage disposal is to be through a provider other than Bay County, then the applicant must attach a letter from the proposed provider certifying that adequate capacity and immediate hookups are available to the site.

2. <u>Stormwater:</u> Describe how stormwater will be controlled and treated:

Development of the amendment site shall comply with the stormwater quality and quantity protection requirements set forth in the Bay County Comprehensive Plan. The proposed amendment is not associated with a specific development project.

3. <u>Transportation:</u> Use professionally acceptable methodology to determine the impacts of proposed development on transportation infrastructure. A traffic study shall be required if the proposed development will impact a facility at or near its maximum acceptable level of service, and / or if the proposed development will generate 100 or more trips in the peak hour (Land Development Regulations Section

2008-6, 7). The Traffic Impact Analysis (TIA) must be performed using a traffic micro-simulation model such as Synchro or HCS2000. The Bay County Transportation Planning Organization Congestion Management System must be used to determine whether or not a facility is at or near its maximum capacity for the road segment's AADT. For roads where counts do not exist for AADT, counts must collected by applicant.

ITE Code	Land Use	Units/Sq Footage	Daily Trips	Peak Trips

Road Segment	Existing LOS	Projected LOS	Acceptable LOS

In which hurricane evacuation zone(s) does the subject property occur:

_____ Tropical Storm _____ Category 1 Hurricane ___X__ Category 2 Hurricane

_____ Category 3 Hurricane ___X__ Category 4-5 Hurricane _____ N/A

Please reference a Transportation analysis of Highway 77 located in the Comprehensive Plan Amendment.

E) Natural Resources

Identify any of the following natural resources or features present on or adjacent to the subject property. An Environmental Analysis and/or Habitat Management Plan may be required for subject properties which are located within currently designated "Conservation Zones" or "Ecosystem Management Areas" by the Comprehensive Plan.

NATURAL RESOURCES	**YES**	**NO**
Flood Zones Present:	*X*	
Type and Map #	*Flood Zone X and A*	
Rivers, Creeks, Streams		*X*
Identify:		
Bays, Bayous, Lakes		*X*

Identify:			
Wetlands:			x
Identify:	*Freshwater forested/shrub wetlands*		
Gulf Beach / Dunes			*X*
Deer Point Lake Protection Zone			*X*
Setbacks or Control Lines			*X*
Attach a list of soil types present and their suitability for dwellings, roads, septic tanks, crops, and pasture (Soil Survey of Bay County, Florida)			

Describe actions or measures that will be taken to protect natural resources from the impact of development (attach additional pages if necessary).

Development of the amendment site shall comply with the natural resources protection requirements set forth in the Bay County Comprehensive Plan.

F) Historic / Archaeological Resources

The State of Florida Mater Site File, as published by the Florida Department of State, Division of Historical Resources, must be utilized to identify the possibility of such resources occurring on the subject property. To obtain a letter from the Department, call (850) 487-2333.

The proposed expansion area does not contain any significant archeological sites, based on the Master Site File of the Florida Division of Historical Resources.

G) Compatibility with Surrounding Land Uses

Subject Property	Agriculture Timberland	AG-2
North	Rural Residential and General Commercial	R-1, C-3
South	Agriculture Timberland	AG-2
East	Agriculture Timberland	AG-2
West	Agriculture Timberland	AG-2

Discuss how the proposed use is compatible with surrounding land uses:

Please reference Section VIII. Consistency Analysis, in the Comprehensive Plan Amendment.

H) School Concurrency

1. **Which public schools serve the site of the proposed amendment:**

2. **Will development resulting from the proposed amendment increase or decrease the potential number of students attending the public schools that serve the subject property? By how many?**

3. **If development resulting from the proposed amendment will result in an anticipated student population at any public school serving the subject property in excess of that school's recommended capacity, how will this deficit be corrected?**

4. **If proposed solution requires an amendment to the Bay County Public Schools capital improvements program, please provide written verification that the School District agrees to the proposed amendment.**

The site is a commercial and does not contain any residential development and thereby does generate a school demand and does not require a School Analysis for the site.

I) Compatibility with Military Installations

Does the Future Land Use Map designation sought through the proposed amendment allow types of development which could be considered potentially incompatible with nearby military installations? If so, how will compatibility issues be resolved (attach additional sheets, including any correspondence with military personnel, as necessary)?

The proposed amendment is not in close proximity to any military installations.

J) Capital Improvements

Will development resulting from the proposed Future Land Use Map amendment require capital improvements to public infrastructure (water or sewer service, roads, etc) in order to support the resultant growth? If so, please specify which infrastructure will be impacted, to what extent, and how will such improvements be funded (attach additional sheets if necessary):

The proposed amendment does not result in any impact that would require a capital improvement.

K) Certification and Authorization

(1) By my signature hereto, I do hereby certify that the information contained in this application is true and correct, and understand that deliberate misrepresentation of such information will be grounds for denial and reversal of this application and or revocation of any approval based on this application.

(2) I do hereby authorize County staff to enter upon my property at any reasonable time for the purpose of site inspection.

(3) I do hereby authorize the placement of a public notice sign(s) on my property at a location(s) to be determined by County staff.

(4) I _Raymond W. Greer_ **(print name) as the property owner or authorized property owner representative have read and understand the attached Information concerning Application for Amendment to the Bay County Comprehensive Plan Future Land Use Map.**

Raymond W. Greer

Applicant Name (Type or Print) **Applicant Signature**

Project Manager 3-21-2017

Title and Company (if applicable) **Date**

FUTURE LAND USE MAP AMENDMENT APPLICATION COMPLETENESS CHECKLIST

Planning and Zoning Staff will only accept complete applications.

Requirements	Check if Complete
Complete Application Form	X
$2,475.00 Fee – Large Scale $1,200 Fee – Small Scale	x
Letter of Authorization (If Necessary)	x
Legal Description (8.5 X 11 copy)	X
Signed Deed to Property (8.5 X 11 copy)	X
Aerial Photograph of Property (8.5 X 11 copy)	X
Survey/Map of Property (8.5 X 11 copy)	X
Justification	X
When submitting an application, please submit COPIES of any original documents – the documents may get folded, hole-punched, or stapled.	

March 22, 2017

Mr. Ian Crelling, AICP
Planning Manager
Bay County Development Services
Planning and Zoning Division
840 West 11th Street
Panama City, Florida 32401

Re: Future Land Use Amendment and Rezoning Applications for 415 Annie Lee Brock Road and Highway 77

Dear Mr. Crelling:

I, Georg Koll, do hereby authorize Raymond W. Greer to act on my behalf as agent for the Small Scale Future Land Use Map Amendment and Rezoning applications submitted for the subject property. The property subject to the applications is comprised of Bay County Property Appraiser Parcel Identification Number 07567-007-000 and is located at 415 Annie Lee Brock Road and Highway 77.

If you have any questions or need additional information please do not hesitate to give me a call at (850) 896-7580.

Sincerely,

Georg Koll
1200 Plantation Drive
Panama City, Florida 32406

cc: Raymond W. Greer, AICP

This Instrument prepared by:
Gulf Coast Title & Abstract
of Panama City, Inc.
121 West 23rd Street
Panama City, Florida 32405
Case Number: 94-0593-3-DKT

** OFFICIAL RECORDS **
BK 1499 PG 917

FILE# 94-21722
BAY COUNTY, FLORIDA

Deed Doc. Tax Pd. $ 350.00
Mtg. Doc. Tax Pd. $ —
Intangible Tax Pd. $ —
Harold Bazzel, Clerk, Bay County
By: _____ D.C.

WARRANTY DEED - INDIVID. TO INDIVID.

This Warranty Deed *Made on April 29, 1994 by and between:*

Marian Johnson F/K/A Marian Taunton
PO Box 16023
Panama City, Florida 32406

hereinafter called the grantor, to

Georg Koll
[redacted]
260 Sukoshi Drive
Panama City, Florida 32404

hereinafter called the 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 corporations)

Witnesseth: That the grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Bay County, Florida to viz:

Bay County Property Appraiser's RE# 07567-007-000

Parcel 1: Commence at the N.W. corner of Section 32, T1S, R14W, Bay County, Florida; thence N89°28'14"E along the North line of Section 32 for 354.02 feet to the Easterly R/W line of S.R. #77, thence S26°23'26"E along said R/W line 616.59 feet to the South R/W line of a 60 foot Private Road and the Point of Beginning; thence continue S26°23'26"E along said R/W line 418.48 feet; thence N89°34'58"E for 1688.09 feet; thence N00°47'28"W for 191.48 feet to the South R/W line of a 60 foot Private Road; thence S89°44'15"W along said R/W line 756.69 feet; thence N58°40'11"W along said R/W line 424.14 feet; thence S86°29'29"W along said R/W line 753.59 feet to the P.O.B.

Parcel 2: Commence at the N.W. corner of Section 32, T1S, R14W, Bay County, Florida; thence N89°28'14"E along the North line of Section 32 for 354.02 feet to the Easterly R/W line of S.R. #77 and the Point of Beginning; thence S26°23'26"E along said R/W line 551.47 feet to the North R/W line of a 60 foot Private Road; thence N86°29'29"E along said North R/W line 797.74 feet; thence S58°40'11"E along said R/W line 105 feet; thence N33°31'43"E for 615.84 feet to the North line of Section 32; thence S89°28'14"W along said North line 1471.28 feet to the P.O.B.

GRANTOR HEREBY AFFIRMS THAT THE ABOVE DESCRIBED PROPERTY IS NOT HOMESTEAD.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1993; restrictions, reservations, and easements of record.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

** OFFICIAL RECORDS **
BK 1499 PG 918

WITNESSES:

Linda Flanagan
(PRINT OR TYPE NAME) Linda Flanagan

Marian Johnson [L.S.]
(PRINT OR TYPE NAME) Marian Johnson

Linda L. Hughes
(PRINT OR TYPE NAME) Linda L. Hughes

[L.S.]
(PRINT OR TYPE NAME)

STATE OF: Florida
COUNTY OF: Bay

The foregoing instrument was acknowledged before me this 29th day of April 1994 by

Marian Johnson f/k/a Marian Taunton

who is ( ) personally known to me or (x) who has produced photo identification and who did not take an oath.

(seal)

LINDA FLANAGAN
MY COMMISSION # CC 245065
EXPIRES: December 14, 1996
Bonded Thru Notary Public Underwriters

Linda Flanagan
(PRINT OR TYPE NAME)
Notary Public
My Commission Expires: 12-14-94

RCD: MAY 6 1994 @ 1:44 PM
HAROLD BAZZEL, CLERK

EXHIBIT 2

ORDINANCE NO._____

AN ORDINANCE AMENDING ORDINANCE NO. 09-36 ENTITLED "AN ORDINANCE ADOPTING THE BAY COUNTY COMPREHENSIVE PLAN", AS AMENDED; REVISING THE FUTURE LAND USE MAP; PROVIDING A SHORT TITLE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY.

WHEREAS, the Board of County Commissioners of Bay County, Florida (the "Board"), approved Ordinance No. 09-36 (the "Bay County Comprehensive Plan") on October 20, 2009;

WHEREAS, the Board has approved other ordinances amending the Bay County Comprehensive Plan;

WHEREAS, Georg Koll (the "applicant") submitted an application to request a small-scale amendment to the Bay County Comprehensive Plan (the "application");

WHEREAS, the requested amendment was to change the land described in "Exhibit A" on the Future Land Use Map;

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, conducted a public hearing on April 20, 2017, and then recommended approval of the application;

WHEREAS, the Board conducted a public hearing on May 16, 2017, to hear and consider comments from the public as well as the recommendations of the Planning Commission concerning the amendment requests;

WHEREAS, the Board found the proposed amendment to be generally consistent with the Bay County Comprehensive Plan.

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Bay County:

Section 1. Short Title. This ordinance shall be known as "Bay County Small-Scale Plan Amendment PZ 17-033 to the Bay County Comprehensive Plan."

Section 2. Changes to the Comprehensive Plan. The Bay County Comprehensive Plan including the Future Land Use Map (FLUM) is hereby changed as follows, and described in Exhibit A.

Reference	Action Taken	Location
PZ 17-033	Change 9.5 ± acres from "Agriculture Timberland" to "General Commercial" on the Bay County Comprehensive Plan Future Land Use Map.	See Exhibit 1

Section 3. Effective Date. The effective date of this plan amendment shall be the date a final order is issued by the Department of Community Affairs or Administration Commission finding the amendment in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. No development orders, development permits, or land uses dependant on these amendment shall be issued or commence before they have become effective. If a final order of noncompliance is issued by the Administration Commission for any of these amendments, the amendment(s) may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4120. Any non-compliant plan amendment shall not delay or otherwise influence the effective date of any compliant plan amendments.

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decisions shall not effect the validity of the remaining portions hereof.

Further, if any individual plan amendment referenced in Section 2 is found “not in compliance” by the Department, such a finding shall not effect the validity of any other plan amendments adopted by this ordinance. The Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared illegal, invalid, or unconstitutional, and all ordinances and parts or ordinances in conflict with the provision of this ordinance are hereby repealed.

PASSED AND ADOPTED this 16th day of May 2017.

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY FLORIDA

_____

William T. Dozier, Chairman

ATTEST:

_____

Bill Kinsaul, Clerk of the Court

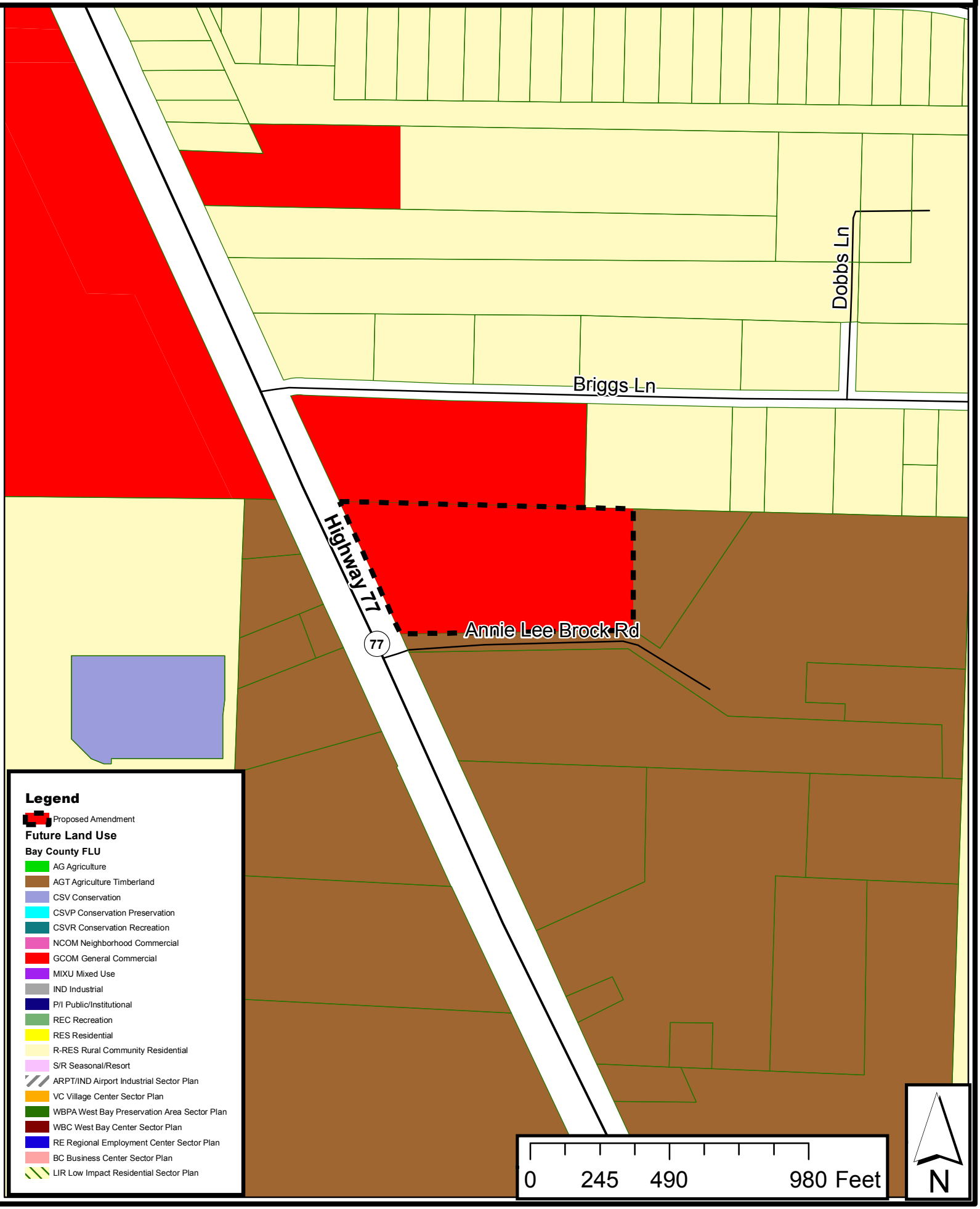
Approved as to correctness of form:

_____

Office of the County Attorney

Cc: Property Appraiser

Proposed Bay County Future Land Use Map



Bay County Board of County Commissioners
Agenda Item Summary

PZ 17-034 Zoning Change

DEPARTMENT MAKING REQUEST/NAME:
Community Development Ian Crelling, Planning Manager

MEETING DATE: 5/16/2017

REQUESTED MOTION/ACTION:
Board to conduct a quasi-judicial public hearing pursuant to Section 307 of the Land Development Regulations and take action on a proposed zone change from "AG-2" Agriculture-Timberland to "C-3" General Commercial, Application No. PZ 17-034. Located at the northeast corner of Highway 77 and Annie Lee Brock Road. **(District IV).**

AGENDA
Community Development - Public Hearing

BUDGETED ITEM? N/A
BUDGET ACTION:
N/A
FINANCIAL IMPACT SUMMARY STATEMENT:
N/A

BACKGROUND:
On April 20, 2017, the Bay County Planning Commission conducted a public hearing to consider a request from applicant Georg Koll to change the zoning designation of 9.5 acres from "AG-2" Agriculture-Timberland to "C-3" General Commercial (**Exhibit 1**). The subject property is located at the northeast corner of Highway 77 and Annie Lee Brock Road, in the Sand Hills area. At the conclusion of the public hearing, the Planning Commission voted 5-0 to find the proposed zone change consistent with the Bay County Comprehensive Plan and Land Development Regulations.

The subject property has had commercial businesses in the past. The legal non-conforming status of past businesses were lost. There also have been a history of code enforcement issues with the property. This proposal will allow the applicant to develop the property in accordance with the Bay County Land Development Regulations.

The zone change is consistent with Table 3.1 of the Land Development Regulations in that "C-3" implements the General Commercial land use category of the Comprehensive Plan. This proposal does not constitute "spot" zoning and is a logical and consistent extension of the zone district in that "C-3" zoned property is located to the north and northwest and that the property fronts along State Highway 77.

Staff agrees with the Planning Commission and recommends the Board conduct a public hearing, approve the proposed zone change, and adopt the attached ordinance (**Exhibit 2**).

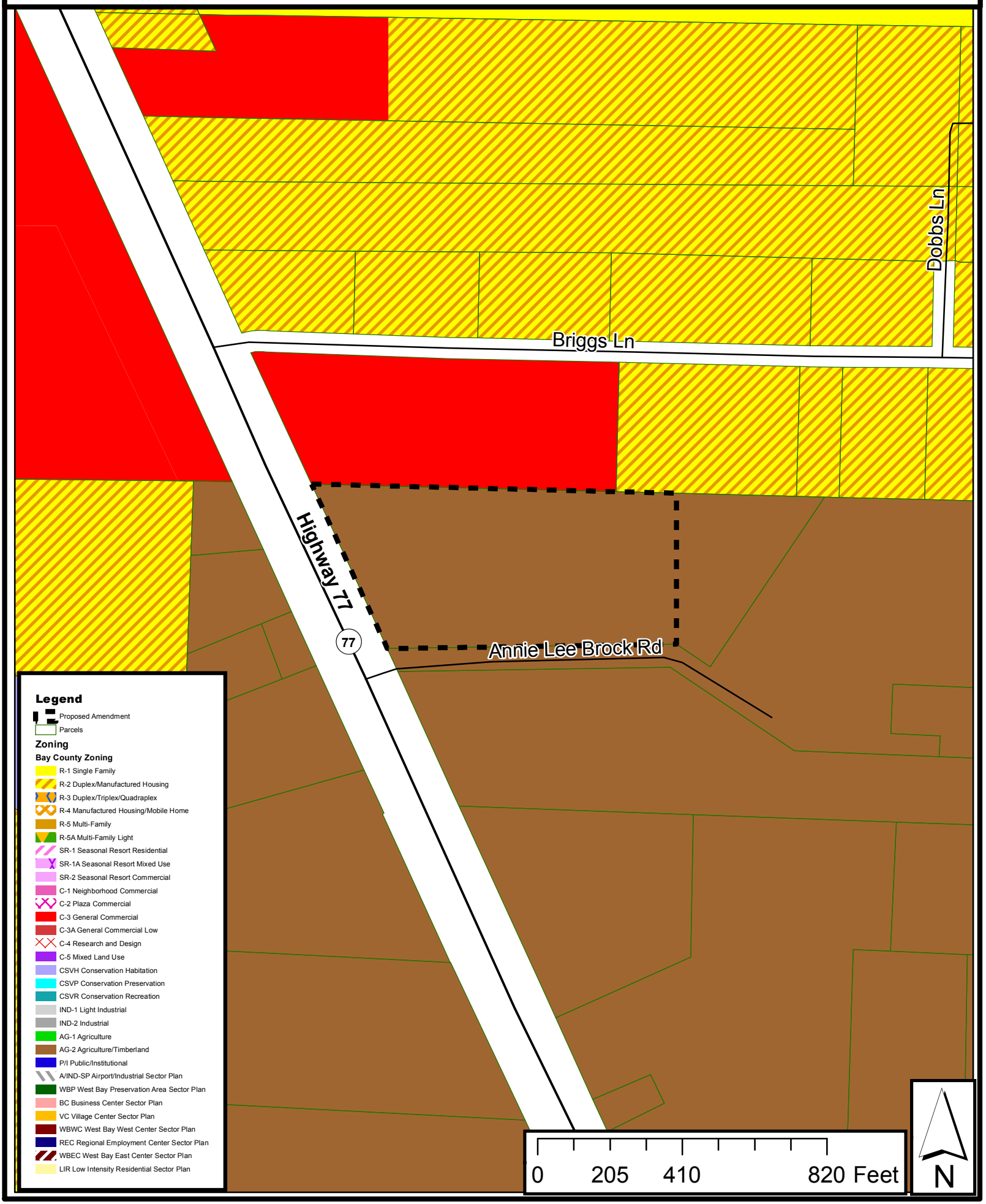
This item has been noticed as a public hearing in accordance with Section 206 of the Land

Development Regulations. Attached to this memo are a compilation of the comments and concerns from surrounding property owners **(Exhibit 3).**

ATTACHMENTS:

Description	Type
Exhibit 1 Map, Memo, and Application	Exhibit
Exhibit 2 Proposed Ordinance	Exhibit
Exhibit 3 Citizen Comments and Emails	Exhibit

Bay County Zoning Map



BAY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
840 W. 11th Street Room 2350 - Panama City, FL 32401
Phone: 850-248-8250 - Fax: 850-248-8267
E-mail: planning@co.bay.fl.us

Agenda Date: April 20, 2017
Application No: PZ17-034

Applicant: George Koll

Project Description: A proposal to amend 9.5 acres from Agriculture-Timberland "AG-2" to General Commercial "C-3" on the Bay County Zoning Map. Property located at the northeast corner of Highway 77 and Annie Lee Brock Road. (District IV).

Project Location: The parcel is located at 415 Annie Lee Broad Rod, Sand Hills Area.

Parcel Information:

Parcel Size:	9.5 acres
Land Use Designation:	Agriculture-Timberland
Zoning:	AG-2
Existing Land Use:	Non-conforming commercial uses
Surrounding Land Use:	North: Briggs Lane and General Commercial, East: Agriculture-Timberland, South: Agriculture Timberland, West: Highway 77 and Agriculture Timberland
Project Site Access:	Highway 77 and Annie Lee Brock Road
Service Area:	Rural, Sand Hills Rural Community Special Treatment Zone

Standards of Review

In accordance with Section 307.3. of the Bay County Land Development Regulations, the Planning Commission and Board of County Commissioners are required to make the following findings in the affirmative prior to approving any proposed zone change.

1. The proposed zone change is consistent with the Comprehensive Plan in that the proposal is within the proper land use category shown on the Future Land Use Map, complies with all standards and criteria associated with that category, and the application is not inconsistent or in conflict with the Plan, Policy 3.2.1, as follows:

    a. Potential for threat to the health, safety, and welfare of the general public;
    b. Potential to create public nuisance(s);
    c. Site suitability;
    d. Compatibility between zones;
    e. Consistency with the Comprehensive Plan;
    f. Availability of infra-structure facilities and services;
    g. Would not create "spot" zoning; and
    h. Criteria specified in Table 3A of the Comprehensive Plan.

2. Whether or not the application for zone change represents a logical and consistent extension of present uses in the general area of the property involved.

3. Granting the application for zone change will not adversely affect other properties in the general vicinity of the property involved.

4. The impact of the rezoning to the environment or natural resources, and the impact upon concurrency issues and requirements.

5. Granting the application for zone change will not interfere, contradict, or conflict with the infrastructure improvement plans of Bay County or any other governmental agency, or otherwise create a physical or financial burden for Bay County.

Analysis & Discussion

The applicant is requesting the approval to change the zoning of the subject property from "AG-2" to "C-3." This application was preceded by a small-scale Amendment to the Comprehensive Plan to change the Future Land Use Map designation of the property from Agriculture-Timberland to General Commercial.

The subject property stretches approximately 900 feet deep off of its main access point - State Highway 77, a paved arterial road. All new development would be required to pave access roads.

The subject property has had commercial businesses in the past. The legal non-conforming status of past businesses were lost in the past. There have been code enforcement issues with the property in the past. This proposal will allow the applicant to develop the property in accordance with the Bay County Land Development Regulations.

Notice of this public hearing was published in a local newspaper in accordance with Section 206 of the Land Development Regulations.

The zone change is consistent with Table 3.1 of the Land Development Regulations in that "C-3" implements the General Commercial land use category of the Comprehensive Plan. This proposal does not constitute "spot" zoning and is a logical and consistent extension of the zone district in that "C-3" zoned property is located to the west and that the property fronts along State Highway 77.

Staff Recommendation

It is therefore recommended the Commission:

1. Find the proposed map amendment to the Bay County Land Development Regulations, Application No. PZ-17-034, consistent with the Comprehensive Plan and in compliance as that term is defined in F.S. 163.3184; and,

2. Forward a recommendation to the Bay County Board of County Commissioners to approve the proposed zone change to the "C-3" General Commercial zone district.

Application to Amend the Bay County Zoning Map

(Please type or Print clearly)

FILE NO:_____ **DATE RECEIVED:**_____

A) APPLICANT INFORMATION (Owner or Authorized Agent)

Owners Name:	*Georg Koll*	**Authorized Agent:**	*Raymond W. Greer, AICP*
Mailing Address:	*1200 Plantation Drive*	**Mailing Address:**	*2910 Kerry Forest Parkway Suite D4-126*
	Panama City, FL 32406		*Tallahassee, FL 32309*
Telephone:	*(850)896-7580*	**Telephone:**	*(850)545-6503*
FAX:		**FAX:**	
• ***Attach letter from property owner granting authorization if agent is submitting application.*** *See Attachment A*			

B) REQUESTED ZONE CHANGE

Change FROM AG-2 **TO** *C-3*

(existing designation) **(proposed designation)**

C) SITE INFORMATION

Address/Location of Proposed Amendment Site (if available):	*415 Annie Lee Brock Road*
Property ID Number	*A portion 07567-007-000*
Property Size (Acres / Square Feet)	*Approximately 9.5 acres*
Land Use Designation	*Existing: Agriculture Timberland* *Proposed: General Commercial*
A legal description must be attached in order for application to be considered complete. Please include survey if available. Provide an 8.5 X 11 copy. *See Attachment B*	
A copy of signed deed or other instrument documenting legal interest in the property to be amended must be attached for application to be considered complete. Provide an 8.5 X 11 copy. *See Attachment C*	
Two aerial photographs obtained from the Bay County Property Appraisers Office which identify the subject property and all property within a 500' radius of the subject property must be attached to this amendment application. **Provide an 8.5 X 11 copy.** *See Attachment D*	
An Environmental Analysis may be required for amendments currently designated "Conservation" on the FLUM.	

D) REVIEW FEE ATTACHED:

1. Zone Change $1,450: ___X__ Yes _____No

A) SITE INFORMATION

Current Property Use	*Undeveloped*	
FIRM Zone and Panel No.	*Flood Zone A and X #12005C0210H*	
Wetlands	*No wetlands*	
Coastal Area	*N/A*	
Wildlife Habitat	*No listed species occur on site.*	
Surrounding Land Uses	**Adjacent Future Land Use**	**Adjacent Zoning**
North:	*Rural Residential and General Commercial*	*R-1, C-3*
South:	*Agriculture Timberland*	*AG-2*
East:	*Agriculture Timberland*	*AG-2*
West:	*Agriculture Timberland*	*AG-2*

B) UTILITIES

Applicants must provide information as to how the site will have access to potable water, sewage disposal, solid waste disposal, roads, and stormwater control.

1. <u>Water and Sewer Service:</u>

a. Potable Water Service

Provider	Permitted Capacity (gallons per day – gpd)	Current Demand - gpd	Available Capacity – gpd
Deer Point Lake Water Facility			

Current potable water demand of site under existing designation: gpd

Anticipated potable water demand if amendment is approved: gpd

b. Sanitary Sewer Service / Wastewater Treatment

Provider*	Permitted Capacity - gpd	Current Demand - gpd	Available Capacity - gpd
North Bay Wastewater Treatment Facility			

*** If wastewater is to be treated using a package system, please fill-in "Package Plant" in the provider column and state the capacity of the proposed system in the second column.**

Current wastewater demand of site under existing designation: gpd

Anticipated wastewater demand if amendment is approved: gpd

Note: If potable water and sewage disposal is to be through a provider other than Bay County, then the applicant must attach a letter from the proposed provider certifying that adequate capacity and immediate hookups are available to the site.

Please reference Section VI. Public Facilities and Services, in the Comprehensive Plan Amendment, for a detailed Potable Water and Sanitary Sewer Analysis for the site.

2. <u>Stormwater:</u> Describe how stormwater will be controlled and treated:

Any new development of the site shall comply with the stormwater quality and quantity protection requirements set forth in the Bay County Comprehensive Plan. The site is already developed and the proposed amendment is not associated with a specific development project.

If rezoning to a higher density the following information must be included:

3. <u>Transportation:</u> Use professionally acceptable methodology to determine the impacts of proposed development on transportation infrastructure. A traffic study shall be required if the proposed development will impact a facility at or near its maximum acceptable level of service, and/or if the proposed development will generate 100 or more trips in the peak hour (Land Development Regulations Section 2008-6, 7). The Traffic Impact Analysis (TIA) must be performed using a traffic micro-simulation model such as Synchro or HCS2000. The Bay County Transportation Planning Organization Congestion Management System must be used to determine whether or not a facility is at or near its maximum capacity for the road segment's AADT. For roads where counts do not exist for AADT, counts must collected by applicant.

ITE Code	Land Use	Units/Sq Footage	Daily Trips	Peak Trips

Road Segment	Existing LOS	Projected LOS	Acceptable LOS

Please reference the detailed traffic analysis prepared for the site.

In which hurricane evacuation zone(s) does the subject property occur:

_____ Tropical Storm _____ Category 1 Hurricane ___X___ Category 2 Hurricane

_____ Category 3 Hurricane ___X___ Category 4-5 Hurricane ___X___ N/A

C) PROJECT INFORMATION / JUSTIFICATION

Provide a detailed description of the purpose of the proposed zone change, and how the proposed change is consistent with the following Findings Guidelines (Section 307.3).

a. The application for zone change is consistent with the Comprehensive Plan. To be consistent means: that the zone change is within the proper land use category shown on the Comprehensive Plan Future Land Use Map and complies with all standards and criteria associated with that category, and; the application for zone change is not consistent or in conflict with the Comprehensive Plan, Policy 3.2.1 of the Future Land Use Element as follows.

i. Potential for threat to the health, safety, and welfare of the general public;

ii. Potential to create public nuisance(s);

iii. Site suitability;

iv. Compatibility between zones;

v. Consistency with the Comprehensive Plan;

vi. Availability of infrastructure facilities and services;

vii. Would not create "spot" zoning, and;

viii. Criteria specified in Table 3A of the Comprehensive Plan.

The property proposed to be rezoned is currently undergoing a land use change from Agriculture Timberland to General Commercial. The proposed C-3 zoning designation is consistent with the General Commercial future land use designation. For additional details refer to the Comprehensive Plan Amendment application. The site is already developed with an existing commercial use.

b. Whether or not the application for zone change represents a logical and consistent extension of present uses in the general area of the property involved.

The proposed amendment is located within the Rural Service Area and the Sand Hills Rural Community STZ boundary. The Sand Hills Rural Community STZ designation was established to promote infill development into existing rural developed areas within the Sand Hills Lakes area, while preserving rural and low-density land uses. According to the Bay County Comprehensive Plan, Rural Community STZs are the only places within the rural area where commercial and higher density development is allowed.

The proposed amendment site is a developed commercial use and has been utilized for commercial uses for over 25 years. Therefore, the proposed amendments do not promote, allow or designate for development of substantial areas of the jurisdiction to develop as low-intensity, low density, or single-use development or uses in excess of demonstrated need.

c. Granting the application for zone change will not adversely affect other properties in the general vicinity of the property involved.

The proposed rezoning will not adversely affect other properties in the general vicinity of the property involved. Refer to the Comprehensive Plan Amendment application for additional details.

d. Granting the application for zone change will not interfere, contradict, or conflict with infrastructure improvement plans of Bay County or any other governmental agency, or otherwise create a physical or financial burden for Bay County.

The application for zone change will not interfere, contradict, or conflict with the infrastructure improvement plans for Bay County, or otherwise create a physical or financial burden for Bay County. Municipal services will be made available to the proposed amendment area as well as the existing community including roads, central potable water and sewer services, stormwater management facilities, law enforcement, education, health care, fire and emergency response, and general government of the County. Refer to the Comprehensive Plan Amendment application for additional details.

D) Attach one copy of the deed to the property, a site plan of the property proposed for a zone change, and a vicinity map.

Please be advised that your property may be subject to Private Covenants and Restrictions which, under Policy 8.5.2 of the Bay County Comprehensive Plan, are encouraged and supported by the Bay County Board of County Commissioners such restrictions do not conflict with the plan.

E) Certification and Authorization

(1) By my signature hereto, I do hereby certify that the information contained in this application is true and correct, and understand that deliberate misrepresentation of such information will be grounds for denial and reversal of this application and or revocation of any approval based on this application.

(2) I do hereby authorize County staff to enter upon my property at any reasonable time for the purpose of site inspection.

(3) I do hereby authorize the placement of a public notice sign(s) on my property at a location(s) to be determined by County staff.

(4) I Raymond W. Greer **(print name) as the property owner or authorized property owner representative have read and understand the attached Information concerning Application for Amendment to the Bay County Comprehensive Plan Future Land Use Map.**

Raymond W. Greer
Applicant Name (Type or Print)

Applicant Signature

Project Manager
Title and Company (if applicable)

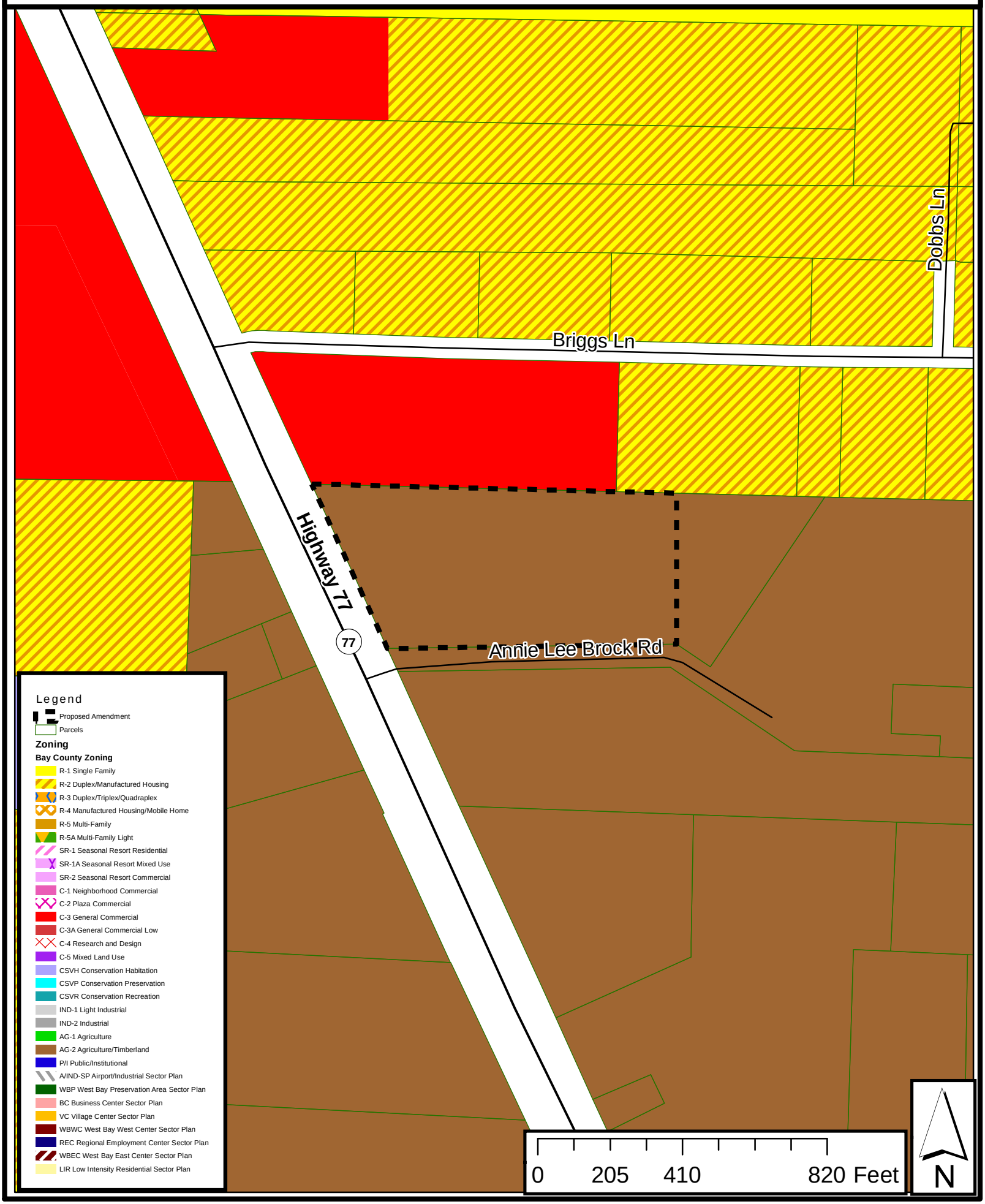
3-21-2017
Date

ZONING MAP AMENDMENT APPLICATION COMPLETENESS CHECKLIST

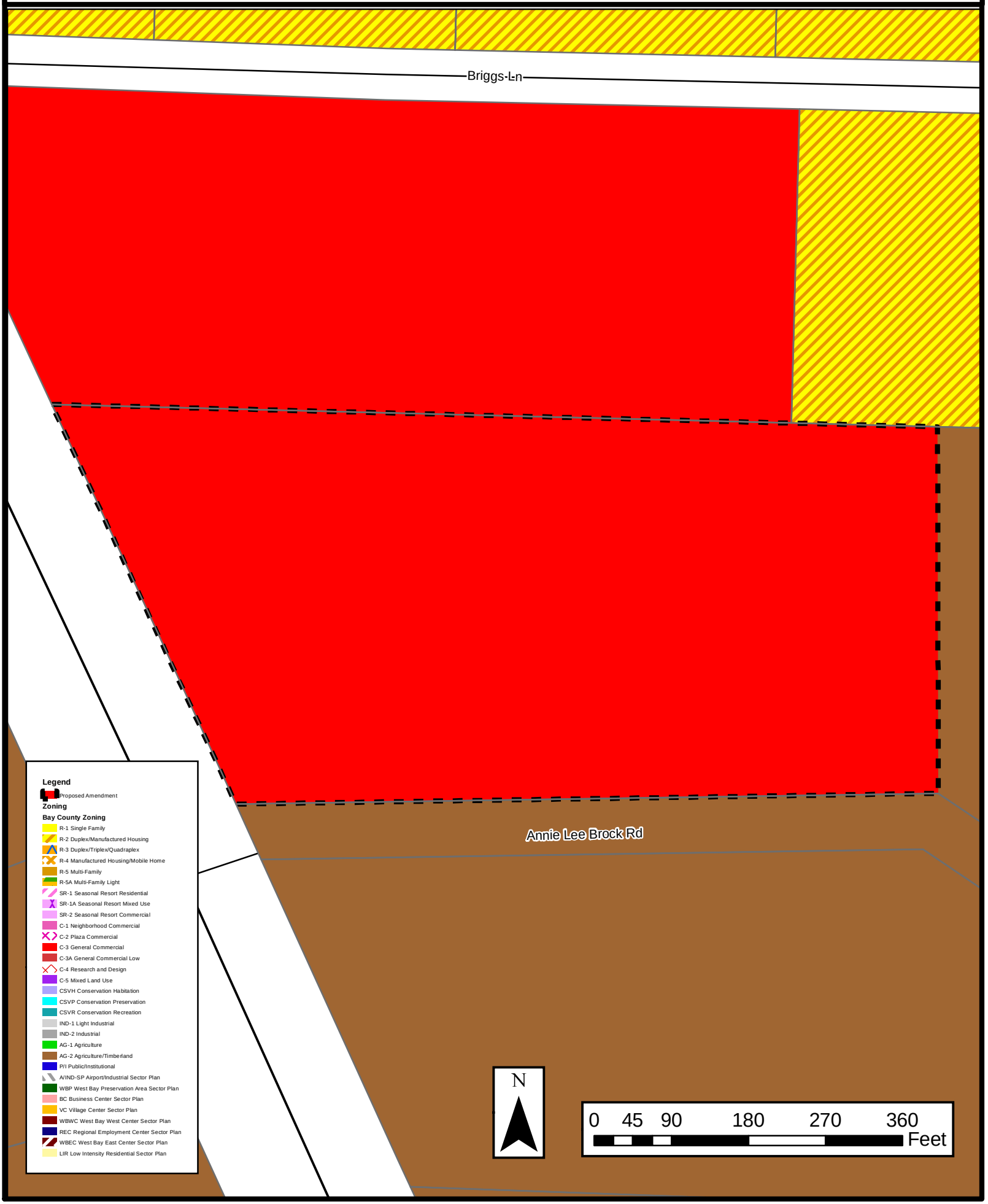
Planning and Zoning Staff will only accept complete applications.

Requirements	Check if Complete
Complete Application Form	X
$1,450.00 Fee	X
Letter of Authorization (If Necessary)	X
Site Plan (8.5 X 11 copy)	
Signed Deed to Property (8.5 X 11 copy)	X
Survey/Map of Property (8.5 X 11 copy)	X
When submitting an application, please submit COPIES of any original documents – the documents may get folded, hole-punched, or stapled.	

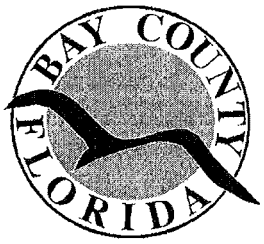
Bay County Zoning Map



Proposed Bay County Zoning Map



DEVELOPMENT SERVICES
RECEIPT



PROJECT NO: **PZ17-034**

TAX ID: 07567-007-000
415 ANNIE LEE BROCK RD
PANAMA CITY, FL 32409

Receipt Number: PZ785

Fee Description	Account Number	Fee Amount
REZONING		
ZONE CHANGE	001-3429015	$1,450.00

Total Fees Paid: **$1,450.00**
Date Paid: Tuesday, March 21, 2017
Paid By: Ray Greer
Pay Method: CASH
Received By: PAMELA STANLEY

LAND DEVELOPMENT

EXHIBIT 2

ORDINANCE NO.___

AN ORDINANCE AMENDING ORDINANCE NO. 04-29 ENTITLED “THE BAY COUNTY OFFICIAL ZONING DISTRICT MAP”, AS AMENDED; PROVIDING FOR AUTHORITY AND PURPOSE; PROVIDING A SHORT TITLE; PROVIDING FOR CHANGES TO THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Bay County, Florida (the “Board”), approved Ordinance No. 04-29 (the “Bay County Official Zoning District Map”) on September 21, 2004;

WHEREAS, the Board has approved other ordinances amending the Bay County Official Zoning District Map (Zoning District Map);

WHEREAS, Georg Koll (the “applicant”) submitted an application to change the zoning designation of the land described in Exhibit 1 on the Zoning District Map (the “rezoning”);

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations Staff conducted a technical analysis of the application for rezoning resulting in findings and recommendations;

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations and Section 163.3174, F.S. the Planning Commission conducted a public hearing on April 20, 2017, to hear and consider comments from the staff, the applicant, and the public on the rezoning;

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations and Section 125.66, F.S. the Board conducted a quasi-judicial public hearing on May 16, 2017, to hear and consider the recommendations of the Planning Commission

concerning the rezoning and to hear and consider comments from staff, the applicant, and the public;

WHEREAS, the Board found the proposed rezoning to be generally consistent with the Bay County Comprehensive Plan.

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Bay County:

Section 1. Authority and Purpose. This ordinance is adopted pursuant to the authority granted counties in Chapter 125 and is enacted to provide for the health, safety and welfare of the citizens of Bay County, Florida and to implement the Bay County Comprehensive Plan and Bay County Land Development Regulations pursuant to Chapter 163, Part II, Florida Statutes.

Section 2. Short Title. This ordinance shall be known as "Bay County Rezoning ZC 17-034 to the Bay County Official Zoning District Map".

Section 3. Changes to the Zoning District Map. The Zoning District Map is hereby changed as follows and described in Exhibit 1.

Reference	Action Taken	Location
ZC 17-034	Change 9.5± acres from "Ag-Timberland (AG-2)" to "General Commercial (C-3)" on the Zoning District Map.	See Exhibit 1

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decisions shall

not effect the validity of the remaining portions hereof. The Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared illegal, invalid, or unconstitutional, and all ordinances and parts or ordinances in conflict with the provision of this ordinance are hereby repealed.

PASSED AND ADOPTED this 16th day of May 2017.

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY FLORIDA

_____

William T. Dozier, Chairman

ATTEST:

_____

Clerk

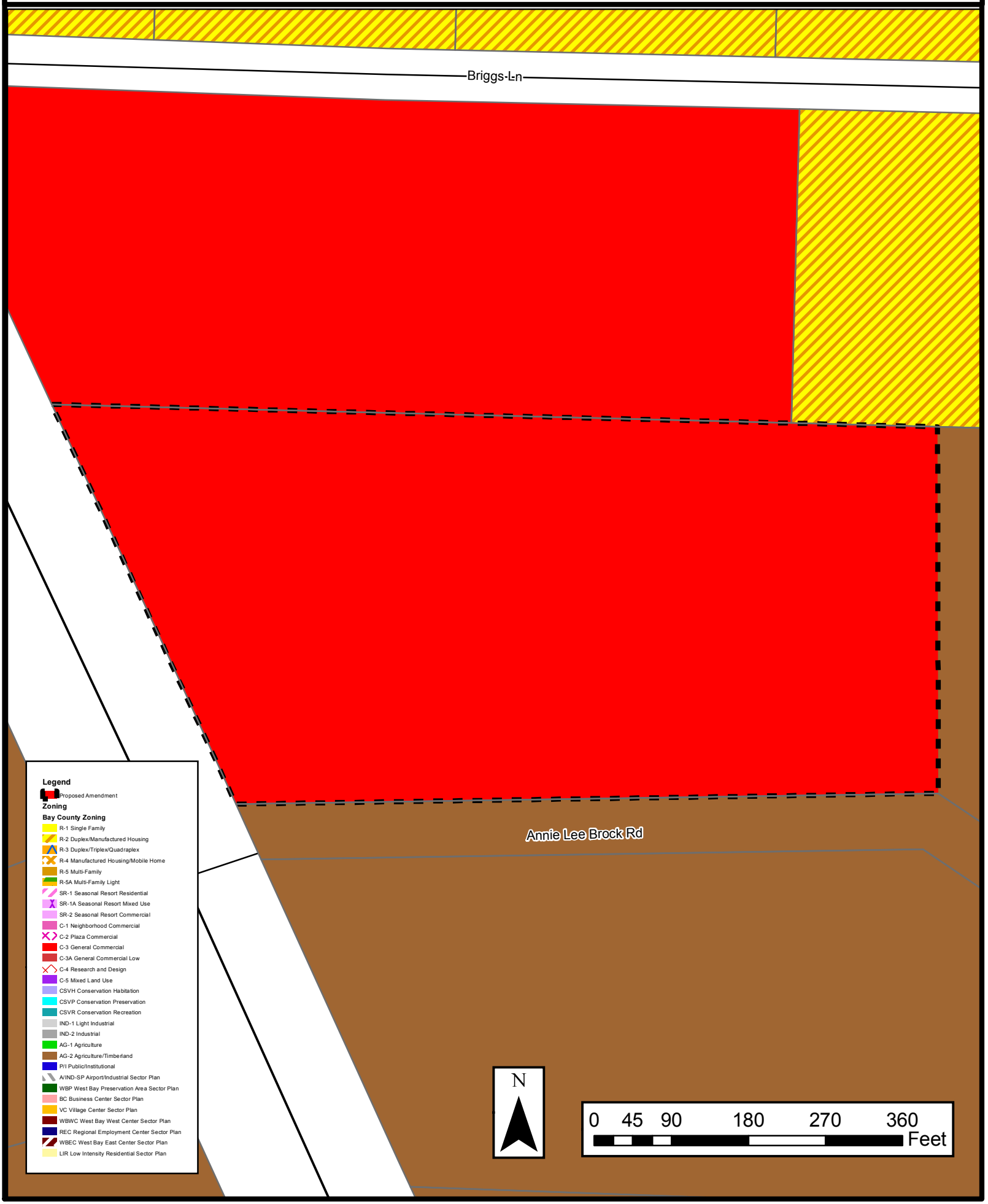
Approved as to correctness of form:

_____

Office of the County Attorney

Cc: Property Appraiser

Proposed Bay County Zoning Map



Pamela Stanley

From: holly1230 <holly1230@att.net>
Sent: Thursday, April 13, 2017 10:34 AM
To: Planning Zoning
Subject: Application PZ17-034

I am writing to express my concern with the application to rezone the property which is the subject of application PZ17-034. I have 2 primary concerns. The first is that the only access the applicant currently has to the subject property is via Annie Lee Brock Road. This road is owned by me not Mr. Kohl - he has an easement to access his property. I am extremely concerned about the volume of traffic that could potentially be using the road that I own and maintain. I would respectfully request that he be required to create his own access to his property and abandon the easement to use Annie Lee Brock. My other concern is with regard to compatibility with the surrounding residential property. I would request that he be required to provide a buffer for both appearance and noise reasons. I attempted to contact Ian by phone today but was told he is out of the office until Monday. I ask that my concerns outlined above be made part of the record in this rezoning request. Thank you. Holly J. White 540 Annie Lee Brock Road

Sent from my Verizon, Samsung Galaxy smartphone

Pamela Stanley

From: prevoal@yahoo.com
Sent: Monday, April 17, 2017 6:51 PM
To: Planning Zoning
Cc: gerhardschlund@yahoo.com; cbnj9144@comcast.net
Subject: re application PZ17-034

I am writing to express my concern with the application to rezone the property which is the subject of application PZ17-034. I have numerous concerns. The first is that the only access the applicant currently has to the property in question is via Annie Lee Brock Road. This road is owned by Holly White not Mr. Kohl - he has an easement to access his property as do I. I am extremely concerned about the volume of traffic that could potentially be using the road that I share easement on. The road use has grown exponentially with the tire business as well as the other commercial ventures. This destroys the road as well as creating a traffic environment not conducive to this rural setting. When the traffic is forced to turn around the sides of the road are torn up leaving permanent tracks in the soft ground. The pavement has developed a significant pothole at the entrance to Annie Lee Brock Rd. from Hwy. 77 since his opening of the tire and paintball ventures. I would respectfully request that he be required to create his own access to his property and abandon the easement to use Annie Lee Brock. His use of the property is not compatible with the surrounding residential property. Trash is piled up in the stream, there is noise from the paintball confrontations and stray paintballs in the road and pasture which might be consumed by grazing horses and wildlife. I would request that he be required to provide a buffer for appearance, safety and noise reasons. The current screening has not been maintained. This zoning change will essentially give him Carte Blanche on the business he could put there. I ask that my concerns outlined above be made part of the record in this rezoning request. Thank you. Anna L. Prevost. 545 Annie Lee Brock Road

Sent from Mail for Windows 10

Pamela Stanley

From: Holly White <holly1230@att.net>
Sent: Wednesday, April 19, 2017 7:02 PM
To: Ian Crelling
Cc: Pamela Stanley
Subject: Re: Application PZ17-034
Attachments: zoing letter.docx

Ian - I have attached a letter reiterating my comments in my prior email and via our phone call which has also been signed by a number of other property owners who would be potentially affected by the rezoning of this parcel who feel the same way I do regarding this matter. Please consider it as well. Thank you for taking the time to listen to our concerns. We certainly hope that the board will reduce the scope of this rezoning request to a smaller size fronting the highway to avoid encroachment into what essentially amounts to our backyards. We would hate to see the rural character of the area we have enjoyed for so long undergo such a drastic change. Again thanks for the consideration and the willingness to hear our concerns.

On Wednesday, April 19, 2017 5:43 PM, Ian Crelling <icrelling@baycountyfl.gov> wrote:

Dear Ms. White:

Thank you for your comments. They have been forwarded to the Planning Commission members and become part of the record.

Thanks,
Ian Crelling
Planning Manager

From: holly1230 [mailto:holly1230@att.net]
Sent: Thursday, April 13, 2017 10:34 AM
To: Planning Zoning
Subject: Application PZ17-034

I am writing to express my concern with the application to rezone the property which is the subject of application PZ17-034. I have 2 primary concerns. The first is that the only access the applicant currently has to the subject property is via Annie Lee Brock Road. This road is owned by me not Mr. Kohl - he has an easement to access his property. I am extremely concerned about the volume of traffic that could potentially be using the road that I own and maintain. I would respectfully request that he be required to create his own access to his property and abandon the easement to use Annie Lee Brock. My other concern is with regard to compatibility with the surrounding residential property. I would request that he be required to provide a buffer for both appearance and noise reasons. I attempted to contact Ian by phone today but was told he is out of the office until Monday. I ask that my concerns outlined above be made part of the record in this rezoning request. Thank you. Holly J. White 540 Annie Lee Brock Road

Sent from my Verizon, Samsung Galaxy smartphone

April 18, 2017

Bay County Community Development Department
Planning and Zoning Division
840 W. 11th Street Room 2350
Panama City, FL 32401

Re: Application No. PZ17-034

Please enter this letter into the record at your April 20, 2017 meeting regarding application no. PZ17-034 proposing a zoning change for the parcel located at 415 Annie Lee Brock Road. The proposed change from Agriculture-Timberland "AG-2" to General Commercial "C-3" is of great concern to those of us who have made this area our home for many years. While we recognize that Highway 77 is rapidly changing in character and becoming a commercial corridor for this portion of Bay County, we ask that you consider the compatibility of this request with the surrounding parcels not located on Highway 77 which are all residential in nature. Most of us have lived in this area for in excess of twenty years. A change to General-Commercial "C-3" allows a large variety of high intensity commercial uses which we feel are not compatible with the residential nature of the surrounding parcels not located on Highway 77. If at all possible, we would ask that you consider limiting the "commercial use" of this property to a smaller portion of the parcel so that the surrounding residential neighborhood is less affected by the potential increase in noise and traffic which accompanies commercial development.

We respectfully disagree with several of staff's assertions in the standards of review section of their report. Specifically, we do believe such a change has the potential to create a public nuisance in the form of increased noise and traffic to the surrounding residences. We also believe that the current infrastructure does not support a commercial use since the only current access to the subject property is via a one lane gravel road which is not owned by the applicant. Although the staff report does indicate that all new development would be required to pave access roads, it is silent with regard to the current use of the property (which as noted in the report has at times created a code enforcement issue for the County due to non-conforming use) as it pertains to access. Surely the applicant cannot be compelled to pave an access road which he does not actually own. Lastly, we believe that the change does adversely affect the residential properties in the surrounding area for the aforementioned reasons. While the adjacent property on Highway 77 is zoned commercial, it is currently vacant. We are concerned that the parcels may ultimately be combined and a large commercial development occur vastly changing the character of the neighborhood which we have resided in for years.

Pamela Stanley

From: Anna Prevost <prevoal@yahoo.com>
Sent: Thursday, April 20, 2017 9:22 AM
To: Planning Zoning
Subject: PZ17-033 re yesterdays submission

I just wanted to verify that Ms. Holly White's submission of a letter signed by the immediate neighbors had been received so that it could be part of the meeting and considered in this decision. We are unable to attend due to work. Due to the width of this parcel 1.5 acres is a narrow buffer for this zoning change.

We ask that you consider the concerns of the surrounding residents as you consider this request for rezoning. Again, we are not opposed to the commercial use of the property immediately adjacent to Highway 77; however, we are greatly concerned that rezoning the entire 9.5 acres to general commercial will adversely affect the surrounding residences.

Thank you in advance for giving consideration to our concerns.

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.