THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOM AFFECTING THE DAILY LIVES OF OUR PEOPLE. DIGNIFIED CONDUCT IS APPRECIATED.

CHAMBER RULES

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.
2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.
3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.
4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.
5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY SUPREME COURT DECISIONS.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – September 6, 2018 – 5:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

   Please turn your cell phone to the vibrate, silence, or off setting.

   The Board of County Commissioners allows any person to speak regarding an item on the Agenda. The speaker is limited to three (3) minutes, unless otherwise determined by the Chairman, to allow sufficient time for all speakers. Speakers shall refrain from abusive or profane remarks, disruptive outbursts, protests, or other conduct which interferes with the orderly conduct of the meeting. Upon completion of the Public comment period, discussion is limited to Board members and questions raised by the Board.

2. Invocation – Commissioner Robinson.

3. Pledge of Allegiance to the Flag.

4. Are there any items to be added to the agenda?

   Recommendation: That the Board adopt the agenda as prepared **(or duly amended).**

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation commending and congratulating Anthony Quiles, a Maintenance Technician in the Parks and Recreation Department, on his selection as "Employee of the Month" for September 2018;

B. The Proclamation proclaiming the week of September 9 - 15, 2018, as "National Patriotism Week" in Escambia County, and urging all citizens to join with the Benevolent and Protective Order of Elks in expressing gratitude for the privilege of American Citizenship with appropriate celebrations and observances;

C. The Proclamation designating the Regency Park Dog Park as the "Lonnie G. Jones Dog Park" and commending and congratulating Mr. Lonnie G. Jones on his dedication to this park;

D. The Proclamation proclaiming the month of September 2018 as Childhood Cancer Awareness Month, and commending and thanking Rally Foundation and other community supporters for all they do to educate the public about childhood cancer; and

E. The Proclamation proclaiming September 2018 as "Library Card Sign-Up Month" in Escambia County, and calling upon all residents of this great County to join us in utilizing the West Florida Public Libraries.

7. Written Communication:

A. August 2, 2018, Communication from Rich Chism requesting lien relief for property located at 1008 North "Z" Street.

Recommendation: That the Board review and consider the lien relief request made by Rich Chism attached to property located at 1008 North "Z" Street.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

After reviewing the request for forgiveness of liens, staff made the determination that the request does not fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Mr. Chism represents Dixon School of Arts and Science. The property is currently owned by Allen and Brenda Janssen. Mr. Chism is requesting a partial release from Code Enforcement Special Magistrate liens/orders attached to other properties owned by Mr. and Ms. Janssen.

B. August 3, 2018 Communication from Amanda Barnes requesting relief for the Community Development Block Grant (CDBG) Program Mortgage for property located at 33 Camelia Drive.

C. August 27, 2018, Communication from Keith Wilkins regarding the proposed MRO Aviation Campus at Pensacola International Airport, and the proposed funding that will be needed from Escambia County to support the project.

D. Recommendation:
Quint and Rishy Studer's donation of a portion of land, approximately eight arces, located at 401 West Government Street, comprising Escambia County Parcel ID No. 00-0S-0090-7001-003 (formerly known as the Escambia County Utilities Authority Main Street wasterwater treatment plant) to the Board of County Commissioners to construct a public facility, commonly referred to as a "field-house" type development that could support indoor events, and that is available to area residents and their families..

8. Did the Clerk's Office receive the proofs of publication for the Public Hearing(s) on the agenda and the Board's Weekly Meeting Schedule?

Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the Board of County Commissioners – Escambia County, Florida, Meeting Schedule.

9. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating the Homeplace Lane Roadway Improvements MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Homeplace Lane Roadway Improvements Municipal Service Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since roadway improvements increase the market value of an individual lot, provide individual lot owners with an appropriate and adequate transportation route in the area, and increase the ability of owners to develop their land;

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

C. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for roadway improvements; and

D. The Board is not accepting ownership of any roads, streets, easements, or lots located within the District, and shall not maintain any such properties within the District during or after completion of improvements in the District.

10. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of the July 31, 2018 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended July 31, 2018, as required by Ordinance Number 95-13; on July 31, 2018, the portfolio market value was $360,590,683 and portfolio earnings totaled $434,861 for the month; the short-term portfolio yield 1.65%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 1.97%; the long-term CORE portfolio achieved a yield of 2.67%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.71%.

2. Recommendation Concerning Acceptance of TDT Collection Data for the June 2018 Returns Received in July 2018

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the June 2018 returns received in the month of July 2018, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the tenth month of collections for the Fiscal Year 2018; total collections for the month of June 2018 returns was $1,704,415.40; this is a 15.20% increase over the June 2017 returns; total collections year to date are 6.40% more than the comparable timeframe in Fiscal Year 2017.

3. Recommendation Concerning Documents Provided for Filing with the Board's Minutes

That the Board accept, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office:

A. Closing documents for the sale of surplus property located at 901 Krasnosky Street, based on the Board's action of July 10, 2014, approving the sale of 19 parcels of real property that were escheated to the County; and

B. The State of Florida Florida Fish and Wildlife Conservation Commission Amendment No. 1 to Agreement No. 15153, based on the Board's action of January 7, 2016, authorizing the Chairman to sign the Agreement and any subsequent documents related to the acceptance, execution, reporting, no-cost time extensions, and amendments to the Agreement, subject to Legal review and approval, without further action of the Board.

4. Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held August 9, 2018;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held August 16, 2018; and

C. Approve the Minutes of the Regular Board Meeting held August 16, 2018.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on August 7, 2018

That the Board take the following action concerning the rezoning case heard by the Planning Board on August 7, 2018:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2018-10 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

1. Case No.:	***Z-2018-10***
Address:	9600 Blk Rebel Road
Property Reference No.:	07-1S-31-1220-000-002
Property Size:	28.42 (+/-) acres
From:	LDR, Low Density Mixed-use district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Kerry Anne Shultz, Agent for Marian E. Hendrix, Trustee
Planning Board Recommendation:	Approval
Speakers:	Kerry Anne Shultz, Jason Rebol, Douglas Clifton, James Faxlanger, Fay Blue, Theresa Blackwell, Jackie Wilde, Teresa Oldaker

2. 5:45 p.m. - A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

   That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on August 7, 2018, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7, Policy FLU 1.1.1 to Provide for an Amendment to the 2030 Future Land Use Map - LSA-2018-01

   That the Board of County Commissioners (BCC) review and transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the Comprehensive Plan, Chapter 7, Policy FLU 1.1.1, 2030 FLU map, for the specific parcel, requesting to change the existing Future Land Use Map (FLUM) designation from Agricultural (AG) to Rural Community (RC).

4. 5:47 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending LDC, Chapter 3, Regarding Structure Setbacks and Minimum Lot Widths

   That the Board of County Commissioners (BCC) cancel the 5:47 p.m., Public Hearing scheduled to review and adopt an Ordinance amending the Land Development Code (LDC), Chapter 3, to explain structure setbacks on lots with multiple street frontage, define minimum lot widths on small radius rights-of-way, and establish a minimum lot width within the Heavy Commercial and Light Industrial (HC/LI) zoning district.

5. 5:48 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending the Design Standards Manual, Chapter 1, and Land Development Code, Chapter 6, Definitions

   That the Board of County Commissioners (BCC) cancel the 5:48 p.m., Public Hearing scheduled to review and adopt an Ordinance amending the Design Standards Manual (DSM), Chapter 1, Engineering, concerning stormwater ponds, stormwater management plans, roadway designs, removing density bonuses and Land Development Code (LDC), Chapter 6, Definitions, adding a definition for conveyance systems.

II. Action Items

1. Recommendation Concerning a Hold Harmless Agreement for a Shore Protection Structure

   That the Board review and approve a hold harmless agreement with Jeffrey and Cheryl Chambers, for construction of a seawall within Escambia County, Florida. The agreement will serve to hold the County, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

   Pursuant to Sec. 119(4)(d)(2)(e), Florida Statutes, the applicant's address is confidential and has been redacted.

2. Recommendation Concerning a Hold Harmless Agreement for a Shore Protection Structure

   That the Board review and approve a hold harmless agreement with Mario Williams, for construction of a seawall at 2017 Crown Point Boulevard, Parcel I.D. # 15-2S-31-1100-025-001. The agreement will serve to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

That the Board authorize the scheduling of the following Public Hearings:

October 4, 2018

5:45 p.m. - A Public Hearing to amend the Official Zoning map to include the following rezoning cases heard by the Planning Board on September 4, 2018.

Case No.:	**Z-2018-09**
Address:	1900 Block Tate Road
Property Reference No.:	27-1N-31-0802-002-002
From:	LDR, Low Density Residential district (four du/acre)
To:	LDMU, Low Density Mixed-use district (seven du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	5
Requested by:	Ronald Williams, Owner
Case No.:	**Z-2018-11**
Address:	Dogwood Place
Property Reference No.:	34-2S-30-0040-010-003
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	3
Requested by:	Gilbert Nelson, Owner
Case No.:	**Z-2018-13**
Address:	2335 Klinger Street
Property Reference No.:	18-1S-30-1201-005-005
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	4
Requested by:	Robert Beasley, Agent for Crosby Holdings, LLC, Owner

5:46 p.m. - A Public Hearing - Bridlewood Planned Unit Development

Summary: Rebol-Battle & Associates, Consulting Engineers, project agent and engineer, submitted a Master Plan and associated subdivision development plans for PUD approval. The proposed subdivision is located in Section 16, Township 1 South, Range 31 West and is currently mostly zoned LDR with a little portion of MDR. The site is located on the North side of Mobile Highway West of Klondike Road and East of Beulah Road. The project encompasses approximately 322.99 (+/-) acres total which also includes 221.82 acres of wetlands. The subject parcels are 16-1S-31-2000-513-005, 16-1S-31-2000-510-005, 16-1S-31-2000-600-005 and will include 388 lots.

5:47 p.m. - A Public Hearing - Lot Width Solution Ordinance

Summary: LDC amendment to specify minimum widths for new lots fronting curved rights-of-way.

5:48 p.m. - A Public Hearing - DSM Ordinance

Summary: Changes to Chapter 1, Design Standards Manual (DSM) Chapter 1, Engineering, concerning stormwater ponds, Minor Subdivisions, stormwater management plans, roadway design, removing a reference to density bonus. LDC, Chapter 6 definitions, adding definition for conveyance system.

5:49 p.m. - A Public Hearing - Perdido Land Fill - Renewal of Concrete Recycling Facility Permit

Summary: Review and approve, modify, or deny the renewal of a permit for a concrete recycling facility located at 13009 Beulah Road.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Extension of the 2018 Ad Valorem Property Tax Roll - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board approve extending the 2018 Ad Valorem Property Tax Roll prior to the completion of the Value Adjustment Board hearings to afford the taxpayers of Escambia County the opportunity to pay their taxes during each of the four discount periods, as allowed by Florida Statute 197.323.

2. Recommendation Concerning Limited Waiver of the Escambia County Noise Abatement Ordinance for the October 13th Fireworks Display for the Mizura Wedding Reception - Tim Tolbert, Building Official/Department Director

   That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, allowing the number of sound decibels to exceed 70 dbA (sound level measurement when measured by a sound level meter at or within the property boundary of the receiving land use) for the Fireworks Display from offshore in front of Margaritaville Beach Hotel on Pensacola Beach for the Mizura Wedding Reception on October 13, 2018, from 9:45 p.m., to 10:00 p.m.

3. Recommendation Concerning an Amendment to the Veterinary Technology Program Agreement between Escambia County, Florida, and Pensacola State College Allowing Escambia County Animal Shelter Veterinary Clinic to be used for Veterinary Technician Students - John Robinson, Animal Services Manager

   That the Board, subject to Legal review and sign-off, approve and authorize the Chairman to sign the Amendment between Escambia County, Florida, and Pensacola State College to allow the Escambia County Animal Shelter Veterinary Clinic to be used as a clinical rotation site for veterinary technician students studying at Pensacola State College.

4. Recommendation Concerning the 2018 Escambia County Transit Asset Management Plan, Performance Measures and Targets - Mike Crittenden, Mass Transit Director

That the Board take the following action:

A. Approve and adopt the 2018 Escambia County Transit Asset Management Plan, Performance Measures and Targets prepared by the Mass Transit Department; and

B. Direct the Mass Transit Director to provide copies to the FTA and other appropriate agencies.

Escambia County Transit Performance Measures			
Asset Category	Performance Measures	Performance Targets	Comments
Rolling Stock All revenue vehicles	Age - % of revenue vehicles within a particular asset class that have met or exceed their Useful Life Benchmark.	Vans - reduce by 0% of current inventory.	Benchmarks have been set for each class of vehicle based on its current active inventory.
		Cutaway Buses - reduce by 0% of current inventory.	
		Body-on-Chassis - reduce by 0% of current inventory.	
		Full size buses - reduce by 3% of current inventory.	
Equipment Non-revenue vehicles	Age - % of service vehicles that have met or exceed their Useful Life Benchmark.	Overall reduction of the current inventory by 10%.	Equipment is defined as nonexpendable, tangible property, having a useful life of at least one year. Escambia County will inventory All Vehicles.
Facilities	Condition - % of facilities with a condition rating below 3.0 on the FTA Transit Economic Requirement Modal (TERM) Scale.	No more than 20% of FTA-funded facilities to have a rating of below 3.0 (Good) condition.	Escambia County will only rate FTA-funded facilities.

5. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate Surfview Drive, Paradise Isle Subdivision - Joy Jones, P.E., Public Works Department Director

That the Board take the following action regarding a Petition to Vacate Surfview Drive, Paradise Isle Subdivision:

A. Authorize the scheduling of a Public Hearing for October 18, 2018, at 5:31 p.m., to consider the Petition to Vacate Surfview Drive (66-foot public right-of-way), Paradise Isle Subdivision, as petitioned by Ed Czmut, Paradise Isle Homeowners Association, Inc.; and

B. Require the Petitioner to notify all property owners within a 500 foot radius.

This vacation request is located in District 2.

6. Recommendation Concerning the Request for Disposition of Property for the Public Works Department - Joy Jones, P.E., Public Works Department Director

That the Board approve the two Request for Disposition of Property Forms for the Public Works Department, listing three items. The Request Forms have been signed by all applicable authorities.

7. Recommendation Concerning Request for Disposition of Property for the Development Services Department - Horace L. Jones, Development Services Department Director

That the Board approve the Request for Disposition of Property Form for the Development Services Department for the property described on the Disposition Form, which has been found to be inoperable and of no further use, and is to be disposed of or sent for recycling as it is unusable.

8. Recommendation Concerning the Request for Disposition of Property for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

That the Board approve the Disposition of Property Form for the Waste Services Department, for disposition of (1) Chem-Tainer Oil Tank, (1) Sharp Copier, Model ARM350N, and (1) Fluorescent Bulb Crusher.

All property is described and listed on the Disposition Form, with reasons for disposition stated. Due to the condition of the listed items, they have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or appropriately recycled or disposed.

9. Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the four Request for Disposition of Property Forms for the Public Safety Department, for property which is described and listed on the Form, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

10. Recommendation Concerning the Request for Disposition of Property for the Corrections Department - William R. Powell, Director of Corrections

That the Board approve the two Request for Disposition of Property Forms for the Corrections Department for property which is described and listed on the Disposition Forms. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed.

11. Recommendation Concerning a Resolution Designating the Chief Correctional Officer of Escambia County - Jack R. Brown, County Administrator

That the Board adopt the attached Resolution (R2018-96) designating William R. Powell as the Chief Correctional Officer of Escambia County, pursuant to Section 951.06, Florida Statutes, effective 12:01 a.m., Saturday, September 1, 2018, and ratify the Chairman's signature.

12. Recommendation Concerning an Alabama Medicaid Provider Agreement for Escambia County Emergency Medical Services - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the electronic submission of the Provider Agreement and Provider Disclosure Form with the electronic signature of Michael D. Weaver as a condition for Escambia County Board of County Commissioners/Escambia County EMS (Emergency Medical Services) to continue to participate as a Provider under the Alabama Medicaid Program, with the provision that any litigation concerning any part of the Agreement shall be conducted in either the Circuit Court of Montgomery County, Alabama, or the United States District Court for the Middle District of Alabama, Northern Division.

13. Recommendation Concerning the Medical Student Externship Affiliation Agreement between Escambia County and Florida State University - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Medical Student Externship Affiliation Agreement between Escambia County and the Florida State University College of Medicine for the provision of allowing medical students to participate in health care educational activities utilizing the County's EMS facilities:

A. Approve the Medical Student Externship Affiliation Agreement with the Florida State University (FSU) College of Medicine to allow medical students to receive clinical experience under the auspices of Escambia County Emergency Medical Services (ECEMS), commencing the effective date of the Agreement for a period of one year and will be automatically renewed for four successive one year renewal terms; and

B. Authorize the Chairman to execute the Agreement.

14. Recommendation Concerning the 2018 Annual Update of the Escambia County Ten-Year Transit Development Plan - Mike Crittenden, Mass Transit Director

That the Board take the following action:

A. Approve and adopt the 2018 Annual Update to the Escambia County Ten-Year Transit Development Plan (TDP) prepared by the Mass Transit Department, ensuring that Escambia County Area Transit (ECAT) services are eligible for State Transit Block Grant and other transit funding available from the Florida Department of Transportation (FDOT); and

B. Direct the Mass Transit Director to provide copies to FDOT and other appropriate agencies.

Florida Statutes, Chapter 14-73, requires that grant program recipients prepare a planning, development and operational guidance document based on a ten-year planning horizon. This TDP, and annual updates are required to be adopted by a provider's governing body. The Annual Report must be forwarded to the regional FDOT office, by September of each fiscal year. Eligibility to receive state public transit grants is limited to those providers whose TDP has been found to be in compliance with the rule. The Board approved and adopted the Ten-Year TDP on August 18, 2016. Any service changes recommended in the TDP must be approved by the Board prior to implementation.

[Funding: Adoption of the Report is required to ensure the eligibility of Escambia County to receive Federal and State transit funding. Escambia County is expecting to receive $918,096 in Block Grant funds for Fiscal Year 2019]

15. Recommendation Concerning the Non-Exclusive License Agreement between Escambia County and Northwest Florida Modelers, Inc. - Michael E. Rhodes, Parks and Recreation Department Director

That the Board take the following action concerning the Non-Exclusive License Agreement between Escambia County and Northwest Florida Modelers, Inc.:

A. Approve the Non-Exclusive License Agreement between Escambia County and Northwest Florida Modelers, Inc., for use of a parcel of property at the north end of Jamesville Road on the closed Beulah Landfill; and

B. Authorize the Chairman to sign the Non-Exclusive License Agreement.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Food Service Agreement with Sisters on the Rise, Inc., and Escambia County for the Emergency Operations Center - Michael D. Weaver, Public Safety Department Director

   That the Board extend the Food Service Agreement between Sisters on the Rise, Inc., and Escambia County for food service for the Emergency Operations Center (EOC), commencing October 26, 2018, per the terms and conditions of PD 16-17.042, Food Service for the Escambia County Emergency Operations Center, for a period of 12-months in accordance with the terms and conditions of the Agreement.

   [Funding: Fund 001, General Fund and Fund 110, Other Grants Projects, Cost Centers 330402/330412/330413, Object Code 53101, Professional Services]

2. Recommendation Concerning the State-Funded Subgrant Agreement to Update the Hazardous Materials Facility Analysis Data - Michael D. Weaver, Public Safety Department Director

   That the Board take the following action regarding the State-Funded Subgrant Agreement, Contract Number 19-CP-11-01-27-01-105-XXX:

   A. Approve the State-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and Escambia County, providing performance-based funding to the Escambia County Division of Emergency Management, in the amount up to $11,915, to update the Hazardous Materials Facility Analysis Data, for the period ending June 30, 2019; and

   B. Authorize the Chairman or Vice Chairman to execute the Subgrant Agreement and all related documents as required to implement this Subgrant.

   The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

   Section (21) Mandated Conditions, subsection (b), that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

   [Funding: Fund 110, Other Grants and Projects, Cost Center 330323]

3. Recommendation Concerning Mobility Enhancement Grant Application and Agreement with the Florida Commission for the Transportation Disadvantaged - Mike Crittenden, Mass Transit Director

That the Board adopt and authorize the Chairman to sign the Resolution which approves and authorizes the County Administrator to sign the Mobility Enhancement Grant Agreement with the Florida Commission for the Transportation Disadvantaged.

On March 15, 2018, in regular session the Board approved the submittal of an application for the Mobility Enhancement Grant. Escambia County was awarded $50,000. This grant agreement is to accept the award of those funds.

[Funding: 10% match of $5,000 is funded with gas tax revenues, and is included in the Mass Transit Budget]

4. Recommendation Concerning the Issuance of Fiscal Year 2017/2018 Purchase Orders in Excess of $50,000, for the Library Services Department - Todd Humble, Library Services Director

That the Board, for the Fiscal Year 2017/2018, approve the issuance of blanket and/or individual purchase order in excess of $50,000, based upon previously awarded contracts, contractual agreements or annual requirements for the Library Services Department as follows:

Department:	Library Services
Amount:	$48,000
Vendor:	American Facility Services
Original Contract:	PD 10-11.049
Original PO#:	180095
Additional Contract Amount:	$55,840.31
New Contract issued:	PD 17-18.014
New total for FY 2017/2018:	$103,840.31

5. Recommendation Concerning a Change Order on Contract PD 16-17.050, to J Miller Construction Inc., PO 181229, for the 4-H Multipurpose Livestock Facility - Robert E. Dye, Interim Director Facilities Management

That the Board approve and authorize the County Administrator to execute the following Change Order to J. Miller Construction Inc., PO 181229, in the amount of $24,025.24, on Contract PD 16-17.050, for the 4-H Multipurpose Livestock Facility:

Department:	Facilities Management
Division:	DCAT
Type:	Addition
Amount:	$24,025.24
Vendor:	J Miller Construction, Inc.
Project Name:	4-H Multipurpose Livestock Facility
Contract:	PD 16-17.050
PO#:	181229
CO#:	1
Original Contract Award:	$103,398.40
Cumulative Amount of Change Orders Through this CO:	$24,025.24
New Contract Amount:	$127,423.64

[Funding Source: Fund 352, LOST (Local Option Sales Tax) III, Cost Center 110267, Public Facilities and Project Lost III, Object Code 56201, Project #14PF2695]

6. Recommendation Concerning the Copier Lease Agreement with RJ Young Company, Inc. - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve the following action:

A. Rescind the Board's action of June 21, 2018, awarding a Purchase Order and authorizing the County Administrator to sign a 48-month lease for a Ricoh Model MP C4504 digital copier system to RJ Young Company, Inc., for placement in the Brownsville Community Resource Center, for an annual amount of $1,447.68, plus cost per copy at $ .0049 for black and white and $.045 for color, in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Finance, Article II, Purchase and Contracts, Section 106-Multi-Year Lease and Lease Purchase Agreements (Funding: Fund 101, Restricted Fund, Cost Center 370150, Community Center Rentals, Object Code 54401, Rentals and Leases); and

B. Award a Purchase Order and authorize the County Administrator to sign a 48-month lease for a Ricoh Model MP C4504 digital copier system to RJ Young Company, Inc., for placement in the Brownsville Community Resource Center, for an annual amount of $1,356, plus cost per copy at $ .0049 for black and white and $ .045 for color, in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Finance, Article II, Purchase and Contracts, Section 106-Multi-Year Lease and Lease Purchase Agreements.

[Funding: Fund 101, Restricted Fund, Cost Center 370105, Community Center Rentals, Object Code 54401, Rentals and Leases]

7. Recommendation Concerning a Change Order to Purchase Order 161571, Texas A&M University, for Fish Tissue Analysis for the Ex-Oriskany Artificial Reef Site - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

   That the Board approve and authorize the County Administrator to execute the following Change Order Number 1 to Purchase Order 161571, Texas A&M University Office of Sponsored Research Services, for fish tissue analysis and reporting for the Ex-Oriskany Artificial Reef Site:

Department:	Natural Resources Management
Division:	Marine Resources
Type:	Addition
Amount:	$9,750
Vendor:	Texas A&M University Office of Sponsored Research Services
Purchase Order:	161571
Change Order:	1
Original Purchase Order Amount:	$45,000
Cumulative Amount of Change Orders Through This Change Order:	$9,750
New Purchase Order Total:	$54,750

   [Funding Source: Fund 110, Other Grants and Projects Fund, Cost Center 220338, Oriskany PCB Monitoring]

8. Recommendation Concerning Supplemental Budget Amendment #184 - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board adopt the Resolution approving Supplemental Budget Amendment #184, General Fund (001), in the amount of $24,515, to recognize the Sheriff's off-duty officer, auto repairs, public records requests, and miscellaneous reimbursements/fees and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

9. Recommendation Concerning Supplemental Budget Amendment #191 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #191, Misdemeanor Probation Fund (114), and General Fund (001), to recognize a reduction in the Misdemeanor Probation Fund transfer to the General Fund in the amount of $576,782, and to appropriate these funds to increase the amount of cash in the Misdemeanor Probation Fund to maintain continuity of operations within that fund.

10. Recommendation Concerning Budget Amendment #192 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve Budget Amendment #192, Internal Services Fund (501), in the amount of $5,869, reallocating budgeted funds to the appropriate expense accounts to pay employees who are eligible for the County's Health Insurance, a taxable $50 or $25 reward for participating in the Wellness Incentive Program. The Supervisor of Elections, Santa Rosa Island Authority, Clerk of Courts, Property Appraiser, Tax Collector, and Health Facilities Authority are eligible to participate in the program. These funds need to be appropriated to the correct expenditure accounts in the Fiscal Year 2017/2018 Budget to be used for the Wellness Incentive Program.

11. Recommendation Concerning Supplemental Budget Amendment #197 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #197 Library Fund (113), in the amount of $25,000, to recognize a donation from the Friends of the West Florida Public Libraries for the West Florida Public Library, and to appropriate these funds for Youth and STEAM activities by the Library System. These funds will be accounted for separately from other library funding.

12. Recommendation Concerning Reduction of the Minimum Bid Required for Sale of Surplus Real Property Located at 6203 Montgomery Avenue - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning reduction of the minimum bid required for sale of surplus real property located at 6203 Montgomery Avenue, due to the Property Appraiser's reassessed value:

A. Authorize the sale of surplus real property located at 6203 Montgomery Avenue, located in District 1, Account Number: 04-1298-000, Reference Number: 42-1S-30-2202-005-004, to the bidder with the highest offer received at or above the reassessed minimum bid of $15,000, in accordance with Section 46.134, of the Escambia County Code of Ordinances, without further action of the Board; and

B. Authorize the Chairman to sign all documents related to the sale.

13. Recommendation Concerning Tax Deed Application for Property Valued at Less Than $5,000 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve the filing of an Application for Tax Deed on a parcel of land, with a value of less than $5,000, on which the County currently holds a tax certificate. The Tax Deed Application fee is $725 per parcel. The County must deposit the fees with the Tax Collector, in the amount of $275 per parcel, and with the Clerk of the Circuit Court, in the amount of $450 per parcel. The parcel that is the subject of this recommendation is listed below:

Account #	Reference #	Owner(s)	Property Address	2018 PA Value	District
07-0544-405	34-2S-30-0295-028-003	Roeun Chin & Moeun Chin & Kim Chin	3822 Frontera Circle	$3,000	2

Tax Certificates are sold annually, through an online Tax Certificate sale, for delinquent real estate taxes. If taxes remain unpaid, the certificate holder may file a Tax Deed Application with the Tax Collector's Office two years after the date of delinquency. If not redeemed, the property may be sold at a public auction conducted by the Clerk of the Circuit Court. Florida Statute 197.502(3) provides that the County in which the property described in the certificate is located shall apply for a tax deed on all County-held certificates on property valued at $5,000 or more on the Property Appraiser's most recent assessment roll, and may apply for tax deeds on certificates on property valued at less than $5,000 on the Property Appraiser's most recent assessment roll. The subject property is valued at less than $5,000 on the Property Appraiser's most recent roll.

[Funding Source: Fund 151, CRA Brownsville, Cost Center: 370113]

14. Recommendation Concerning Tax Deed Application for Property Valued at Less Than $5,000 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve the filing of an Application for Tax Deed on five parcels with values of less than $5,000, on which the County currently holds tax certificates. The Tax Deed Application fees total $725 per parcel. The County must deposit the fees with the Tax Collector, in the amount of $275 per parcel, and with the Clerk of the Circuit Court, in the amount of $450 per parcel. The parcels are listed in the table below:

	Account #	Reference #	Owner(s)	Property Address	2018 PA Value	District
1	05-2631-233	092S301000110008	Rosa Ortiz	4203 Erress Blvd	$2,000	3
2	05-2200-208	092S300550000054	Jerome Huff	107 Diego Circle	$4,155	3
3	05-2200-148	092S300550000024	Jerome Huff	120 Diego Circle	$2,000	3
4	05-2200-186	092S300550000043	Connie Joyner	139 Diego Circle	$2,000	3
5	05-2200-180	092S300550000040	Clyde Stokes	151 Diego Circle	$2,000	3

Tax Certificates are sold annually, through an online Tax Certificate sale, for delinquent real estate taxes. If taxes remain unpaid, the certificate holder may file a Tax Deed Application with the Tax Collector's Office two years after the date of delinquency. If not redeemed, the property may be sold at a public auction conducted by the Clerk of the Circuit Court. Florida Statute 197.502(3) provides that the County in which the property described in the certificate is located shall apply for a tax deed on all County-held certificates on property valued at $5,000 or more on the Property Appraiser's most recent assessment roll, and may apply for tax deeds on certificates on property valued at less than $5,000 on the Property Appraiser's most recent assessment roll. Each of the properties that are the subject of this recommendation are valued at less than $5,000 on the Property Appraiser's most recent roll.

[Funding Source: Fund 129, 2014 CDBG, Cost Center: 370221]

15. Recommendation Concerning the Machine Repair/Rebuild of a Caterpillar 725 6x6 Articulated Truck - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Authorize the single-source purchase of a machine repair/rebuild of a County-owned Caterpillar 725 6x6 Articulated Truck (Serial #B1L01090, PN 58883), for the Operations Division of the Escambia County Waste Services Department, in accordance with State of Florida Statute 287-057(3)(c) regarding the exception of single source commodities or contractual services from competitive-solicitation requirements, no responses were received; and

B. Authorize the issuance of a Purchase Order Contract to Thompson Tractor Co., Inc. SS 17-18.001, in the amount of $277,755, for the machine repair/rebuild of a County-owned Caterpillar 725 6x6 Articulated Truck.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230314, Solid Waste Management Operations; Object Code 56401, Machinery & Equipment]

16. Recommendation Concerning Contract Award for Casino Beach Congestion Management Plan Phase II Sheriff's Parking Lot - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Chavers Construction, Inc., per the terms and conditions of PD 17-18.074, Congestion Management Plan Phase II Sheriff's Parking Lot, for a lump sum of $915,364.

[Funding: Fund 353, LOST IV; Cost Center 210106, Transportation and Drainage; Object Code 56301, Improvements Other Than Buildings; Project Number 18EN0224]

17. Recommendation Concerning a Contract Award for Uniform Rental Services for Escambia County - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign an Agreement between Escambia County, Florida, and UniFirst Corporation, per the terms and conditions of PD 17-18.064, Uniform Rental Services, for three years with two additional one year terms at the per piece rental rates for uniforms as quoted in the bid.

Funding:

Fund		Cost Center	Object Code
001	General Fund	310203	55201
113	Library Fund	110502	55201
001	General Fund	310202	55201
001		250202	55201
001		220701	55201
401	Solid Waste Fund	230301	55201
401		230304	55201
401		230306	55201
401		230307	55201
401		230314	55201
140		210402	55201
001	General Fund	211401	55201

18. Recommendation Concerning a Contract Award for Barber Services for the Escambia County Jail - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign Agreements between Escambia County, Florida, and Eddie Snell, Barber, and Leron D. Burnett d/b/a Goodfellas Barber Shop for Barber Services, per the terms and conditions of PD 17-18.075, Barber and Beautician Services for the Escambia County Jail, for three years with two one year renewals at the rate of $9.00 per haircut or shave.

[Funding: Fund 111, Detention/Jail Commissary Fund, Cost Center 290406, Object Code 53401]

19. Recommendation Concerning a Contract Award for Design Services for Ashcraft Road Dirt Road Paving and Drainage - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign an Agreement between Escambia County and Municipal Engineering Services, Inc., per the terms and conditions of PD 17-18.071, Design Services for Ashcraft Road Dirt Road Paving and Drainage in the amount of $99,520.

[Funding: Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project Number 18EN0245 $50,000, Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project #18EN0275 $49,520.]

20. Recommendation Concerning the Issuance of a Purchase Order for One 2019 CUES Pipeline Inspection System Mounted on a 2019 Ford F-550 Chassis - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding the purchase of one 2019 CUES Pipeline Inspection System mounted on a 2019 Ford F-550 Chassis:

A. Authorize the County to utilize the H-GAC Contract #SC01-18, in accordance with Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board Approval; and

B. Authorize the issuance of a Purchase Order for the purchase of one 2019 CUES Pipeline Inspection System mounted on a 2019 Ford F-550 Chassis for the Engineering/Development Services Department of Escambia County, Florida, to Adams Equipment Co., Inc., in the amount of $284,675, according to the specifications outlined in Specification Number VE 17-18.028.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County web site for thirty days. The original quote was the only bid received.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211101, Object Code 56401, Amount $142,338; Fund 116, Development Review, Cost Center 240302, Object Code 56401, Amount $142,337]

21. Recommendation Concerning the Purchase of Five Vehicles for Public Safety - Fire Department - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Authorize the County to utilize the Florida Sheriffs Association Contract (FSA17-VEL 25.0), in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board approval for the following vehicles:

1. One 2019 Ford Police Interceptor Utility AWD (model K8A), at a price of $29,569, solicitation VE 17-18.024;

2. Two 2019 Chevrolet Silverado 2500 4wd Crew Cab LWB (model CK25943), at a price of $39,781 each, for a total of $79,562, solicitation VE 17-18.025; and

3. One 2019 Chevrolet Silverado 1500 4wd Double Cab (model CK15753), at a price of $27,589, solicitation VE 17-18.026;

B. Authorize the issuance of a Purchase Order for the four vehicles noted above, for the Public Safety-Fire Department, to Garber Ford, Inc., in the amount of $136,720, according to the specifications outlined in Specification Numbers VE 17-18.024, VE 17-18.025, and VE 17-18.026; and

C. Authorize the issuance of a Purchase Order for one Ram 3500 Tradesman 4x4 Reg Cab 8' Box (model D28L62) vehicle, for the Public Safety-Fire Department, to Hill-Kelly Dodge Chrysler Jeep, in the amount of $36,917.77, according to the specifications outlined in Specification Number VE 17-18.027.

In an effort to encourage competition for local businesses, and in compliance with Board-adopted policy, these vehicle purchases were advertised on the Escambia County web site for thirty days. One response was received for VE 17-18.027, and no responses were received from local vendors for VE 17-18.024, VE 17-18.025, and VE 17-18.026.

[Funding: Fund 352, Local Option Sales Tax (LOST); Cost Center 330228, Fire Services Cap Project; Object Code 56401, Machinery & Equipment]

22. Recommendation Concerning Issuance of a Purchase Order to Ingram Signalization, Inc., on Contract PD 15-16.090, "Traffic Signal Construction" - Joy Jones, P.E., Public Works Department Director

That the Board approve issuing a Purchase Order for a not-to-exceed amount of $225,748, to Ingram Signalization, Inc., on Contract PD 15-16.090, "Traffic Signal Construction," to perform traffic signal camera system upgrades at the following nine locations:

A. Brent Lane at Pensacola Christian College Entrance - Commission Districts 3 & 4;
B. Brent Lane at Rawson Lane - Commission Districts 3 & 4;
C. Brent Lane at South Bound I-110 Off-ramp - Commission Districts 3 & 4;
D. Brent Lane at North Bound I-110 Off-ramp - Commission Districts 3 & 4;
E. Brent Lane at Davis Highway - Commission Districts 3 & 4;
F. Airport Boulevard at Southbound I-110 Off-ramp - Commission Districts 3 & 4;
G. Airport Boulevard at Northbound I-110 Off-ramp - Commission District 4;
H. Fairfield Drive at Palafox Street - Commission District 3; and
I. Fairfield Drive at Texar Drive (Substitute Location) - Commission District 3.

[Funding Source: Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Object Code 56301, Project #11EN1028 "ITS Application;" FDOT to reimburse the County for all costs incurred for project up to $225,748, per the Joint Participation Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County - FPN 438150-1-58-01]

23. Recommendation Concerning the Contract Award for the Dredging of Lafitte Cove Canal - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Coastal Reef Builders, Inc., for an indefinite quantity and indefinite delivery contract, per the terms and conditions of PD 17-18.072, for Dredging of Lafitte Cove Canal, in the amount of $65,000.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211602, Object Code 54601]

24. Recommendation Concerning Contract Award for Financial Advisor - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign an Agreement between Escambia County, Florida, and Public Resources Advisory Group, Inc., per the terms and conditions of PD 17-18.060, Financial Advisor, for a term of three years with two additional 12-month terms. The fees will be based on issuance amounts of certain debt instruments, such as Bonds, as the services are required, at the following rates:

1. Basic Fees for Bond-Issuance Related Services

Minimum fee – bond issue	$17,500
Minimum fee – bank loan	$15,000
	Fee per bond ($1,000)
First $20 million	$0.90
Next $20 million - $40 million	$0.80
Amount Over $40 million	$0.75

2. Special Services for non-Bond Issuance Related Services as directed

Title	Hourly Rate
Senior Managing Director	$225
Managing Director	$200
Vice President	$180
Assistant Vice President/Associate	$150

3. Out of Pocket Expenses

PRAG would expect to bill for out-of-pocket expenses for both debt issuance and non-debt issuance engagements at the following rates:

Thomson Municipal Wire	at cost
Copying and Printing (outside service)	at cost
Conference Calls	at cost
Other Expenses	at cost

Expenses, including overnight mail, parking, printing, and out-of-County travel shall be reimbursed at cost, consistent with Florida Statutes 112.061.

[Funding: Fees will be built into the cost of any debt financing or restructuring]

25. Recommendation Concerning Contract Award for Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers, per the terms and conditions of PD 17-18.083, Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill, for a lump sum of $190,371 for a two- year term of professional services.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101]

26. Recommendation Concerning a Change Order to Design Homebuilders, Inc., for Community Development Block Grant Housing Rehabilitation at 206 Calloway Street - Tonya Gant, Neighborhood & Human Services Director

That the Board approve and authorize the County Administrator to execute the following Change Order 2 for a CDBG Housing Rehabilitation Project at 206 Calloway Street, adding funds for $1,140:

Department:	Neighborhood & Human Services
Division:	Neighborhood Enterprise
Type:	Addition
Amount:	$1,140
Vendor:	Design Homebuilders, Inc.
Purchase Order No:	181331
Change Order No:	2
Original Award Amount:	$49,070
Cumulative Amount of Change Orders:	$1,960
New Contract Total:	$51,030

[Funding: Fund 129, 2015 CDBG, Cost Center 370233]

27. Recommendation Concerning Neighborhood Renewal Initiative Mini-Grant Agreement with Bayou Davenport Neighborhood Watch, Inc. - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Community Development Block Grant (CDBG) funded Neighborhood Renewal Initiative Mini-Grant Agreement with Bayou Davenport Neighborhood Watch, Inc.:

A. Approve the Neighborhood Renewal Initiative Mini-Grant Agreement between Escambia County and Bayou Davenport Neighborhood Watch, Inc., awarding a Neighborhood Renewal Initiative Grant, in the amount of $500, for Bayou Davenport Neighborhood Watch Signs Project, located in the Warrington Community Redevelopment Area; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the project.

[Funding: Fund 129, 2014 CDBG, Cost Center 370221]

28. Recommendation Concerning Equipment Acquisition Agreements with CPC Office Technologies - Eric Kleinert , Human Resources Department Director

That the Board take the following action regarding Equipment Acquisition Agreements with CPC Office Technologies for the Human Resources Department:

A. Approve the Equipment Acquistion Agreement with CPC Office Technologies for the purchase of a new Sharp MX-5070V Multi-Functional System Copier; and

B. Approve the Equipment Acquisition Agreement with CPC Office Technologies to amend the current maintenance Contract.

29. Recommendation Concerning Dental Insurance - Eric Kleinert, Human Resources Department Director

That the Board take the following action concerning dental insurance:

A. Approve awarding a Contract to Delta Dental Insurance Company for dental administration and claims, effective January 1, 2019, for a period of 24 months; and

B. Authorize USI to contact Delta Dental Insurance Company to adjust the administrative fee to reflect Delta Dental's current offer.

[Funding Source: Fund 501, Internal Service Fund; Cost Center 150109, Object Code 53101 and 54501]

30. Recommendation Concerning Voluntary Vision Insurance - Eric Kleinert, Human Resources Department Director

That the Board take the following action concerning Voluntary Vision Care Insurance:

A. Approve the awarding of a three-year Contract to Humana Insurance Company for vision care administration, effective January 1, 2019, to December 31, 2021, for a period of 36 months; and

B. Authorize the County Administrator to sign the Humana Specialty Benefits Annual Renewal Acknowledgement for vision care coverage with Humana and Escambia County (Agreement/Contract will be drafted upon approval of this Board Action).

[Funding Source: Fund 501, Internal Service Fund]

31. Recommendation Concerning Flexible Benefits Plan Administrative Services - Eric Kleinert, Human Resources Department Director

That the Board take the following action concerning Flexible Benefits Plan Administrative Services:

A. Award a Contract to Lockard & Williams Insurance Services, P.A., for Flexible Benefit Plan Administrative Service to provide an annual premium amount estimated at $17,052, based on current participation, for administrative services per Plan Year, for all eligible employees, effective January 1, 2019. All eligible employees electing a debit card will be responsible for the cost of the debit card; and

B. Authorize the County Administrator to sign the Administrative Services Agreement for Group Flexible Benefits Plan between Lockard & Williams Insurance Services, P.A. and Escambia County (the Agreement will be drafted upon approval of this Board action).

[Funding Source: Fund 501, Internal Service Fund; Cost Center 150107, Object Code 531301]

32. Recommendation Concerning Life Insurance - Eric Kleinert, Human Resources Department Director

That the Board take the following action concerning Life & AD&D Insurance:

A. Approve the awarding of a Contract to Lincoln National Life Insurance Company effective January 1, 2019, to December 31, 2020, for a period of 24 months based on current enrollment, for all eligible employees.

All eligible employees will receive $40,000 life and AD&D insurance. All eligible employees that do not elect the County's group health insurance will receive an additional $10,000 of life and AD&D insurance. Retirees will receive $5,000 of life insurance paid by the County. Active Employees will have the option to purchase additional supplemental life for themselves and their family members. Child supplemental life insurance will drop to one option of $10,000 coverage for $2.00 per month. The child age requirement will change to 14 days to age 19 (age 26, if unmarried and full-time student);

B. Authorize USI to contact Standard Life Insurance to terminate our present Contract early on or before November 30, 2018, to end coverage as of midnight December 31, 2018;

C. Authorize the County Administrator to sign a Lincoln National Life Insurance Application for Group Life Insurance (Application for Group Life Insurance will be drafted upon approval of this Board Action); and

D. Authorize the Human Resources Department to sign Lincoln National Life Insurance Administration and Benefit Supplement Sheet, Not Actively at Work Supplement, and Employer Authorization forms.

[Funding Source: Fund 501, Internal Service Fund; Cost Center 150110, Object Code 54501]

33. Recommendation Concerning Voluntary Long Term Disability - Eric Kleinert, Human Resources Department Director

That the Board take the following action concerning Voluntary Long Term Disability Insurance (PD 15-16.042):

A. Approve the awarding of a Contract to Lincoln National Life Insurance Company for Long Term Disability Insurance, effective January 1, 2019, for a period of 24 months based on current enrollment, for all eligible employees.

This will reduce the premiums of the County's current voluntary long term disability plans. The coverage level of 40% of salary with a 180-day elimination period will decrease from $.00158 to $.00143 per salary dollar. The coverage level of 50% of salary with a 180-day elimination period will decrease from $.00199 to $.00180 per salary dollar. The coverage level of 50% of salary with a 90-day elimination period will decrease from $.00235 to $.00212 per salary dollar and the coverage level of 60% of salary with a 180-day elimination period will decrease from $.00266 to $.00240 per salary dollar;

B. Authorize USI to contact Madison Life Insurance Company to terminate our present Contract early on or before November 30, 2018, to end coverage as of midnight December 31, 2018;

C. Authorize the County Administrator to sign the Lincoln Financial Life Insurance Joinder Agreement for Long Term Disability Insurance (Application for Joinder Agreement will be drafted upon approval of this Board action; and

D. Authorize the Human Resources Department to sign Lincoln National Life Insurance Administration and Benefit Supplement Sheet, Not Actively at Work Supplement, and Employer Authorization forms.

[Funding Source: Fund 501, Internal Service Fund]

34. Recommendation Concerning Supplemental Budget Amendment #203 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #203, Other Grants and Projects Fund (110), in the amount of $11,915, to recognize proceeds from the State-Funded Subgrant Agreement Contract Number 19-CP-11-01-27-01-105-XXX between the State of Florida, Division of Emergency Management and Escambia County, and to appropriate these funds for updating the Hazardous Materials Facility Analysis Data.

35. Recommendation Concerning Supplemental Budget Amendment #204 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #204, Local Option Sales Tax III Fund (352), in the amount of $146,520, to recognize proceeds from Escambia County Utilities Authority (ECUA) for reimbursements for 4 Interlocal Cost Sharing Agreements and to appropriate these funds back into each project's budget.

36. Recommendation Concerning Supplemental Budget Amendment #205 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget amendment #205, Bob Sikes Toll Fund (167) and Debt Service Fund (203) in the amount of $120,918, to recognize an adjustment to three of the County's bonds due to the recent Federal tax law changes or other debt service costs that increased the debt service payments, and to appropriate this adjustment to pay the remaining debt service costs to complete Fiscal Year 2017/2018.

37. Recommendation Concerning Surplus and Sale of County-Owned Real Property Located at 605 Sunset Avenue - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of County-owned real property located at 605 Sunset Avenue:

A. Authorize the County Attorney's Office to take such action necessary to evict the occupants of the County-owned property, if occupied;

B. Declare surplus the Board's real property located at 605 Sunset Avenue, Account #: 08-1866-000, Reference #: 50-2S-30-6090-014-001, District 2;

C. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, $15,000; and

D. Authorize the County Attorney's Office to prepare and the Chairman to sign all documents related to the sale of this property.

38. Recommendation Concerning Group Medical Insurance - Eric Kleinert, Human Resources Department Director

That the Board take the following action concerning the County's Group Medical Insurance:

A. Approve the employee and retiree health insurance premiums; Attachment 1 shows premiums reflecting a $50 discount for employees who do not use tobacco; Attachment 2 shows the health insurance premiums for the County's retirees; Medicare Advantage, Pharmacy and Medicare Plan F premiums will be determined later. Retirees will be responsible for paying their full premium, whether they are Medicare-eligible or not;

B. Authorize staff to deposit $600 into the Health Saving Account (HSA) account of each employee who elects the HSA Plan. This will assist the employee in paying the higher deductible ($2,100 or $4,200). The deposit will be reviewed each year at renewal time, along with monthly administrative fees of $2.50 per member and a one-time start-up fee of $22 for each new employee who enrolls. The cost is included in the total cost estimate;

C. Authorize the Health Care Opt-out Program at the same amount as 2018 plan year; and

D. Authorize the plan design changes to assist in aligning our plans to our costs (net claims per employee per month) and Affordable Care Act requirements upon losing our Grandfather status:

- No changes to the HSA (Health Saving Plans)

- Blue Option 1352
  - Change the deductible from - $750 (single)/$2,250 (family) to $1,000 (single) /$3,000 (family)
  - Change the Out-of-Pocket maximum from - $3,000 (single)/$9,000 (family) to $3,250 (single)/$9,750 (family)
  - Wellness Preventive Care - $20 copay/20% coinsurance to 100% (deductible waived) (Affordable Care Act)
  - Walk-In Urgent Care Visit – Deductible + 20% to a $50 co-pay
  - Emergency Room - $100 + 20% to $200 +20% (waived if admitted into the hospital)
- Blue Option 1552
  - Change the deductible from - $500 (single)/$1,500 (family) to $750 (single)/$2,250 (family)
  - Change the Out-of-Pocket maximum from - $2,000 (single)/$6,000 (family) to $2,250 (single)/$6,750 (family)
  - Wellness Preventive Care - $15 copay/$30 copay to 100% (deductible waived) (Affordable Care Act)

- Emergency Room - $100 + 20% to $200 +20% (waived if admitted into the hospital)
- Increase the premiums for both the employer and employee contribution by 8.8%

39. Recommendation Concerning the Approval of $5,000 for the Showalter Classic - Commissioner Steven Barry, District 5

That the Board approve $5,000 to be funded from Commissioner Steven Barry's discretionary funds, for the Showalter Classic (Softball/Baseball Doubleheader), scheduled for October 20, 2018, at 11:00 a.m., at the Showalter Park in Century, Florida.

[Funding: Fund 001, General Fund, Discretionary Money, Cost Center 110101, Object Code 58201]

III. For Discussion

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

   That the Board approve the following allocation of $3,000 Law Enforcement Trust (LET) Funds to the Escambia County Sheriff's Explorers, per the requirements of F.S. 932.7055(5) for Outside Agency partners in Escambia County for Fiscal Year 2017/2018.

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

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

2. Recommendation Concerning Funding Allocations for the Pensacola Beach Congestion Management Plan - Phase III (Roundabouts with Pedestrian Underpasses) Design Services with Volkert, Inc. - Joy Jones, P.E., Public Works Department Director

   That the Board discuss the funding allocations for the Pensacola Beach Congestion Management Plan (CMP) - Phase III (Roundabouts with Pedestrian Underpasses) Design Services with Volkert, Inc.

   [Funding: Local Option Sales Tax IV - Public Works Transportation Fund; CMP Contract Amount with Volkert, Inc. - $1,341,682.33 ($256,825.00 - Phase II and $1,084,857.33 - Phase III). Escambia County would retain $342,825.78 if the Board were to decide not to proceed with the Phase III (Roundabouts with Pedestrian Underpasses) Design Services for the Pensacola Beach CMP Contract with Volkert.]

   This project is located in Commission District 4.

3. Recommendation Concerning the Acquisition of Real Property for the Bristol Park-Ashbury Hills Area Project - Joy Jones, P.E., Public Works Department Director

That the Board, in accordance with Section 46-139 of the Escambia County Code of Ordinances, and consistent with Federal Emergency Management Agency (FEMA) acquisition requirements, either approve by super-majority or deny the following action regarding the acquisition of real property for the Bristol Park-Ashbury Hills Area project:

A. Authorize the purchase of the following parcels in accordance with the terms and conditions contained in the Contract for Sale and Purchase, and Hazard Mitigation Grant Program (HMGP) Guidelines:

Property Owner	Property Address	Parcel Size	Purchase Price
Riddell, James A. and Sandra K.	9980 Bristol Park Road	approx. 0.88 acres	$298,300
Shelley, Emory G. and Dana Jo	10010 Bristol Park Road	approx. 0.77 acres	$329,000

B. Approve the Contracts for Sale and Purchase for the acquisitions of real property located in the Bristol Park-Ashbury Hills Subdivision;

C. Authorize the payment of documentary stamp taxes and recording fees pursuant to the HMGP Guidelines; and

D. Authorize the County Attorney's Office to prepare and the Chair or Vice-Chair to execute any documents, subject to Legal review and sign-off, necessary to complete the acquisition of these properties without further action of the Board (if the purchases are approved).

[Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595]

These properties are located in Commission District 5.

4. Recommendation Concerning 2018 Housing Tax Credit Applications - Tonya Gant, Neighborhood & Human Services Director

That the Board approve or deny the following action concerning 2018 Housing Tax Credit Applications:

A. Designate a local government area of opportunity and set-aside minimum funding as required by RFA 2018-110 to support one Application; and

B. Authorize Staff to update the Application process accordingly for the 2018 Housing Tax Credit (HTC) cycle.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Approval of Settlement of the Case of Reuben Berry as Personal Representative of the Estate of Rodney J. Berry v. Escambia County, Florida, Ashley N. Palmer and Debbie H. Smiley, Case No. 3:17-cv-683-RV/CJK, United States District Court, Northern District of Florida.

That the Board take the following action:

A. Approve a settlement payment of $850,000.00, with the County to pay $107,500.00 of that amount as its insurance deductibles, to Reuben Berry as Personal Representative of the Estate of Rodney J. Berry in exchange for the execution of a general release and hold harmless agreement and that the Estate cooperate in obtaining a dismissal with prejudice of the pending lawsuit; and

B. Ratify the execution of the Mediated Settlement Agreement and General Release by Charles V. Peppler, Deputy County Attorney, a copy of which is attached.

2. Recommendation Concerning the Approval of the Negotiated Settlement Agreement between the Equal Employment Opportunity Commission and Escambia County, Florida in EEOC Case No.: 425-2018-00430.

That the Board take the following action concerning the proposed Negotiated Settlement Agreement and EEOC Case No. 425-2018-00430:

A. Approve the Negotiated Settlement Agreement between the EEOC and Escambia County, Florida a/k/a Escambia County Fire and Rescue, a copy of which is attached to this recommendation; and

B. Authorize the County Administrator to execute the Negotiated Settlement Agreement.

3. Recommendation Concerning a Partial Release of Lien on Property Located at 6300 Ard Road.

That the Board:

A. Authorize the Chairman to execute a partial release of the environmental enforcement lien on property located at 6300 Ard Road owned by the Federal National Mortgage Association; and

B. Authorize payment of incidental expenses associated with recording a partial release in the public records.

11. Items added to the agenda.

12. Announcements.

13. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14576 **Proclamations 6.**

BCC Regular Meeting

Meeting Date: 09/06/2018

Issue: Adoption of Proclamations

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation commending and congratulating Anthony Quiles, a Maintenance Technician in the Parks and Recreation Department, on his selection as "Employee of the Month" for September 2018;

B. The Proclamation proclaiming the week of September 9 - 15, 2018, as "National Patriotism Week" in Escambia County, and urging all citizens to join with the Benevolent and Protective Order of Elks in expressing gratitude for the privilege of American Citizenship with appropriate celebrations and observances;

C. The Proclamation designating the Regency Park Dog Park as the "Lonnie G. Jones Dog Park" and commending and congratulating Mr. Lonnie G. Jones on his dedication to this park;

D. The Proclamation proclaiming the month of September 2018 as Childhood Cancer Awareness Month, and commending and thanking Rally Foundation and other community supporters for all they do to educate the public about childhood cancer; and

E. The Proclamation proclaiming September 2018 as "Library Card Sign-Up Month" in Escambia County, and calling upon all residents of this great County to join us in utilizing the West Florida Public Libraries.

BACKGROUND:

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

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

Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff. Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Anthony Quiles EOM September 2018
Patriotism Week 2018 Proclamation
Lonnie G. Jones Dog Park
Childhood Cancer Awareness Month
Library Card Sign up Month

PROCLAMATION

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

***WHEREAS**, Anthony Quiles, a Maintenance Technician for the Parks and Recreation Department, began his employment with the County on November 28, 2017, and is selected for "Employee of the Month" for September 2018, for the standards of excellence that he has displayed in the performance of his duties; and*

***WHEREAS**, after spending time as a temporary employee, Mr. Quilles was promoted to a Maintenance Technician in the Parks Department. He has taken ownership of his position and has proven in short term to be a team player. Mr. Quiles has taken initiative to learn new skills to help him be successful in his role and is willing to do whatever it takes to get the job completed; and*

***WHEREAS**, a majority of Mr. Quiles' job requires being outdoors in the elements and he has not slowed down one bit with all the rain and high heat we have been facing in the last month. The weather can be a big detriment to the production of the parks department at times and he has managed to help find a way to keep everything running on schedule and have all the fields cut and lined for games at night. He is a versatile employee that is willing to do whatever is asked of him for the betterment of the department. He has had to be called in to work weekends for emergency clean-up for events when he wasn't originally scheduled, and he has always come in with no questions asked, and helps get the job done so events can run without any issues; and*

***WHEREAS**, Mr. Quilles has helped with events at his facilities, such as softball, flag football, and soccer tournaments, but he has also been willing to go outside of our department to help set up for special events like town meetings; and*

***WHEREAS**, he is an active volunteer and spectator at various youth sports activities within the community. This type of involvement proves that he is a great role model to young citizens in this County and helps make sure they have the resources available for them to be successful.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Anthony Quilles on his selection as the "Employee of the Month" for September 2018.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman
District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: September 6, 2018

PROCLAMATION

***WHEREAS**, the Benevolent and Protective Order of Elks, through its Constitution, is a Patriotic Order; and*

***WHEREAS**, the Order promotes the ideals that the citizens of this nation live in freedom, won through the great sacrifices and many tribulations which have provided the foundation for a free, prosperous, and independent life; and*

***WHEREAS**, we realize that each generation must work to maintain this freedom, otherwise, through carelessness or indifference, the rights and liberties enjoyed may vanish; and*

***WHEREAS**, it is fitting and proper to recognize this freedom and to honor the nation, which provides it, now.*

***NOW, THEREFORE**, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the week of September 9 - 15, 2018, as*

"NATIONAL PATRIOTISM WEEK"

in Escambia County, and urges all citizens to join with the Benevolent and Protective Order of Elks in expressing gratitude for the privilege of American Citizenship with appropriate celebrations and observances.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman
District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: September 6, 2018

PROCLAMATION

***WHEREAS**, Mr. Lonnie G. Jones is a long-time resident of the Regency Park Subdivision; a 20-year retired Coast Guard veteran; a retired 20-year Naval Aviation Electrician; a retired engineer and salesman for 3M; a devoted member of the Sons of the American Revolution since 1991; and is still active in other organizations; and*

***WHEREAS**, Mr. Jones assists with the processing of new applications, with the distribution of certificates of accomplishment and educational honors to area middle and high school students, as well as actively volunteers to help elderly veterans with transportation and household chores; and*

***WHEREAS**, through his tireless efforts, Mr. Jones was instrumental in having the County add a dog park adjacent to Regency Park. As a true animal lover, especially to his beloved standard poodle "Princess Mia", Mr. Jones knows all the other neighborhood dogs who visit the dog park and enjoys not only petting them but playing with them; and*

***WHEREAS**, Mr. Jones is truly dedicated to the success of this dog park. He replenishes the dog-waste bags and fills in holes, along with a myriad of other maintenance chores. At 80 years old, he knows the names of every dog who visits the park, even if their owners' names escape him; and*

***WHEREAS**, not only is the dog park a favorite gathering place for the neighborhood dogs but also for their "parents". As the "parents" get to know each other while their dogs romp and play, they have become a closer community.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby designate the Regency Park Dog Park, as the*

"LONNIE G. JONES DOG PARK"

and commends and congratulations Mr. Lonnie G. Jones for his dedication to this park.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman
District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: September 6, 2018

PROCLAMATION

***WHEREAS**, on average, 50 children are diagnosed with cancer in Northwest Florida every year, and one in every 330 children will develop cancer before the age of 19 in the United States; and*

***WHEREAS,** each year, hundreds of children in Pensacola and Escambia County face the battle against cancer – a battle which impacts parents, grandparents, siblings, loved ones, friends, neighbors, and communities; and*

***WHEREAS**, September has been set aside as Childhood Cancer Awareness Month to increase awareness about the issue of childhood cancer, including the need for early detection, prompt treatment, research, and attention to the late term effects of treatment on childhood cancer survivors; and*

***WHEREAS**, several health care professionals, Rally Foundation, and community supporters are dedicated to helping children and their families by offering social, emotional, spiritual, educational and financial support; and*

***WHEREAS**, these groups are committed to increasing awareness and funds for this cause, the number one disease killer of children in our country.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and thanks Rally Foundation and other community supporters for all they do to educate the public about childhood cancer and hereby proclaims September 2018 as Childhood Cancer Awareness Month.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman, District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST:** **Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: September 6, 2018

PROCLAMATION

***WHEREAS**, National Library Card Sign-Up Month is a national observance sponsored by the American Library Association and libraries across the country; and*

***WHEREAS**, observed annually during the month of September since 1987, National Library Card Sign-Up Month is a time when the American Library Association and libraries across the country remind parents that a library card is the most important school supply of all, because children who use the library perform better in school; and*

***WHEREAS**, during National Library Card Sign-Up Month, the West Florida Public Libraries, along with other libraries across the nation, will promote the use of the library services they offer to all patrons, both children and adults, such as storytelling, programs, discussion groups, computer literacy courses, information to help improve reading skills, access to books, audiobooks, movies, music, and much more; and*

***WHEREAS**, 425,996 people have visited the West Florida Public Libraries and checked out 654,272 items; 121,299 people have used the computers and free Internet connections; and more than 38,769 residents have attended free programs at their local library in the past year; and*

***WHEREAS**, the library's resources provide the opportunity to become an informed citizen, create young readers, satisfy curiosity, stimulate imagination, and enable citizens to become information-fluent and to explore their roots by learning about genealogy and local history; and*

***WHEREAS**, a library card issued to residents is a beneficial means to gain access to these resources; and*

***WHEREAS**, Escambia County and the West Florida Public Libraries staff encourage the use of library cards by residents of the County; and*

***WHEREAS**, Escambia County's West Florida Public Libraries are releasing a limited edition Walt Disney's The Incredibles library card starting September 6, 2018; and*

***WHEREAS**, the West Florida Public Libraries want to make sure that all children, teens, and adults know The Incredibles will use their superpowers to remind families, students and people of all ages that signing up for a library card is a great step toward a truly super lifestyle.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby proclaims September 2018 as "**Library Card Sign-Up Month**" in Escambia County and calls upon all residents of this great County to join us in utilizing the West Florida Public Libraries.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman
District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: September 6, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14628 **Written Communication 7. A.**

BCC Regular Meeting

Meeting Date: 09/06/2018

Issue: Environmental (Code) Enforcement Lien Relief- 1008 North Z Street

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

August 2, 2018, Communication from Rich Chism requesting lien relief for property located at 1008 North "Z" Street.

Recommendation: That the Board review and consider the lien relief request made by Rich Chism attached to property located at 1008 North "Z" Street.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

After reviewing the request for forgiveness of liens, staff made the determination that the request does not fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Mr. Chism represents Dixon School of Arts and Science. The property is currently owned by Allen and Brenda Janssen. Mr. Chism is requesting a partial release from Code Enforcement Special Magistrate liens/orders attached to other properties owned by Mr. and Ms. Janssen.

BACKGROUND:

The property located at 1008 North Z Street is owned by Mr. an Ms. Janssen. This property has a lien against it in the amount of $675.00 which Mr. and Ms. Janssen have agreed to pay at the closing. There are four open special magistrate orders against properties located at 121 Diego Circle, 123 Diego Circle, 125 Diego Circle and 129 Diego Circle. The owners were noticed and failed to comply. A hearing was held and fines in the amount of $25.00 per day were issued. These properties remain in violation.

Mr. Chism is working to clear the title for the sale of the property.

BUDGETARY IMPACT:

Lien CE07030858
Hard Cost: $675.00
Total Lien Amount: $675.00

Special Magistrate Order CE161203395
Court Cost: $1,100.00
Daily Fines: Accruing

Special Magistrate Order CE161203396
Court Cost: $1,100.00
Daily Fines: Accruing

Special Magistrate Order CE161203397
Court Cost: $1,100.00
Daily Fines Accruing

Special Magistrate Order CE121603398
Court Cost: $1,100.00
Daily Fines Accruing

These amounts do not include the Clerk's recording fees or interest.

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved by the Board, the County Attorney's Office will prepare the release.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

1008 North Z Street

1008 N. Z Street acquisition for Dixon School

RC Rich Chism <Rich@innisfreehotels.com> Reply all |
Yesterday, 3:28 PM
Sandra F Slay; **District4; District1; District2; District3; District5**

Inbox

You replied on 8/2/2018 10:34 AM.

Hi Sandra,
Thank you and the staff of the Environmental Code Enforcement office concerning this matter.

As I mentioned when we met, Dixon School of Arts and Sciences (or one of our benefactors) intends to purchase a parcel of land located behind other property that is currently owned by the Brownsville Assembly of God. (The Assembly of God property will soon be leased by the Dixon School). The idea for the purchase is to assemble the parcels to allow for the expansion of the outdoor space for the children and potentially even provide an opportunity for construction of a new school.

The Janssen's have agreed to sell the parcel to school for a reasonable price. However, in order for the Dixon School to obtain clean title to the parcel, we request that Escambia County release the code enforcement cross liens associated with other parcels currently owned by Allen Janssen. The Janssen's have agreed to pay the "hard costs" legal fees associated with the liens on their other properties at the closing of 1008 N. Z Street. (from proceeds by the title company).

It is our intention to demolish the existing buildings on the parcel within 120 days of the purchase, in the event that there are any outstanding code violations on the parcel.

We hope our long term efforts will create a source of pride for the Dixon School children, the Brownsville Community, and residents of Escambia County.

I have copied the Escambia County commissioners here for their information, and I will seek their support in this matter.

Thank you for the consideration.

Sincerely,

Richard Chism
President

Board of Directors
Dixon School of Arts and Sciences
850-281-3866

Reply all |
Delete
Junk |

Fw: 1008 NORTH Z STREET / CODE ENFORCEMENT LIENS RELEASE REQUEST 7.16.18

Reply all |

Yesterday, 6:18 AM
Sandra F Slay ...

Label: c9677195-2b3e-4f59-bb5a-1cfd0b2a0683 (5 years) Expires: 7/16/2023 6:18 AM

From: Tracey Jones <Tjones@ByrdCampbell.com>
Sent: Monday, July 16, 2018 11:55 AM
To: Janice K. Gilly; Whitney Coppage (COC)
Cc: Mylinda Johnson (COC); Heather Mahoney (COC); Robin Uricchio
Subject: RE: 1008 NORTH Z STREET / CODE ENFORCEMENT LIENS RELEASE REQUEST 7.16.18

Good afternoon Janice,

Given the Diego Circle properties are not in compliance and we have no leverage to force the seller to cure violations on a different property than what is being purchased by our client, we need to make a special circumstance request to Escambia County to release 1008 N Z Street from all existing liens of record against Allen Janssen as follows in order to secure clear title to the property on behalf of the buyer.

Case #16-12-03395, not in compliance
Case #16-12-03398, not in compliance
Case #16-12-03396, not in compliance
Case #16-12-03397, not in compliance

We intend to pay the $675.00 outstanding court costs for CE-07-03-0858 at closing in order to have this lien fully released. Let me know if you require anything further.

Regards,

Tracey H. Jones
Commercial Real Estate Paralegal

Reply all |
Dele
Junk

BYRD CAMPBELL

ORLANDO DALLAS PENSACOLA

BYRD CAMPBELL, P.A.
180 Park Avenue North, Suite 2A
Winter Park, FL 32789
407-392-2285, Ext. 107
321-594-6034 Direct
407-392-2286 Fax
tjones@ByrdCampbell.com

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WIRE FRAUD ALERT: **Please be aware. Online banking fraud is on the rise. If you receive any email containing wire transfer instructions, please call immediately to verify the information prior to sending any funds. Our office will never modify or amend wire transfer instructions through email except after a call involving all parties.**

From: Janice K. Gilly <JKGILLY@myescambia.com>
Sent: Thursday, July 12, 2018 2:39 PM
To: Tracey Jones <Tjones@ByrdCampbell.com>; Whitney Coppage (COC) <WCOPPAGE@escambiaclerk.com>
Cc: Mylinda Johnson (COC) <MJOHNSON@escambiaclerk.com>; Heather Mahoney (COC) <HMAHONEY@escambiaclerk.com>; Robin Uricchio <Ruricchio@ByrdCampbell.com>
Subject: Re: 1008 NORTH Z STREET / CE 07 03 0858 Follow Up 7.12.18

Tracey,

After reading your email it hit me that the Diego properties have individual liens. My apologies! Each of these properties will have to be brought into compliance and then a payoff can be provided. These properties are not under one lien. I hope that this will bring some clarification. After the properties are brought into compliance, then the owner at that time can do an appeal of cost.

Thanks,
Janice

Reply | Reply All | Delete | Junk |

From: Tracey Jones <Tjones@ByrdCampbell.com>
Sent: Thursday, July 12, 2018 11:40 AM
To: Janice K. Gilly; Whitney Coppage (COC)
Cc: Mylinda Johnson (COC); Heather Mahoney (COC); Robin Uricchio
Subject: RE: 1008 NORTH Z STREET / CE 07 03 0858 Follow Up 7.12.18

Janice,

Yes, I understood what you had explained, however when I presented that position to Whitney (as you stated Official Records are the ones who attach the liens to property other than the violations address), her interpretation, and that of her manager, do not follow that thinking. I have attached that email here for your reference. According to language in the liens and F.S. 162.09(1), all monies owed for each lien attaches to all of the owners real and personal property. As a title agent I must satisfy the following two requirements with regard to all of the liens mentioned therein.

1. Record release of Code Enforcement Lien recorded in Book 6168, Page 216 rerecorded in Page 360 which was assessed against the insured property together with evidence that th violation on which said lien is based has been corrected in accordance with the requireme Code Enforcement Board imposing said lien.

1. Record a Satisfaction or Partial Release of the land described in Schedule A from the cros Code Enforcement Lien(s) listed below, together with any additional cross-attaching Code Enforcement Lien(s) revealed by title up-date immediately prior issuance of the policy. C Enforcements Lien(s) to be satisfied or released:

   Book 7702, Page 1874 rerecorded in Book 7703, Page 142; Book 7702, Page 1879 rereco Book 7703, Page 147 and amended in Book 7706, Page 1990; Book 7702, Page 1894 rer Book 7703, Page 162 and Book 7702, Page 1899 rerecorded in Book 7703, Page 167 an in Book 7707, Page 1

Please keep in mind we represent the buyer of the 1008 N Z Street property and our interest is obtaining clear title to only this property. We are agreeable to satisfy the payoff for the $675.00 owed under CE 07-03-0858. However, must clear the 4 remaining open liens relating to Diego Circle which Escambia County has attached to the Z street property.

I hope that helps clarify our needs.

Tracey H. Jones
Commercial Real Estate Paralegal

BYRD CAMPBELL
ORLANDO DALLAS PENSACOLA

Reply
Delete
Junk

BYRD CAMPBELL, P.A.
180 Park Avenue North, Suite 2A
Winter Park, FL 32789
407-392-2285, Ext. 107
321-594-6034 Direct
407-392-2286 Fax
tjones@ByrdCampbell.com

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From: Janice K. Gilly <JKGILLY@myescambia.com>
Sent: Thursday, July 12, 2018 11:58 AM
To: Tracey Jones <Tjones@ByrdCampbell.com>; Whitney Coppage (COC) <WCOPPAGE@escambiaclerk.com>
Cc: Mylinda Johnson (COC) <MJOHNSON@escambiaclerk.com>; Heather Mahoney (COC) <HMAHONEY@escambiaclerk.com>; Robin Uricchio <Ruricchio@ByrdCampbell.com>
Subject: Re: 1008 NORTH Z STREET / CE 07 03 0858 Follow Up 7.12.18

Tracey,

As I have tried to explain the lien is attached to the 1008 N "Z" Street. The Officer cannot do anything with a partial release. If you decided to ask for a partial release it has to be submitted in writing requesting that the property you are interested in be released . The problem with that is the Diego properties are not in compliance as far as I know, therefore the County will not release any of the parcels from the lien. Probably the easiest and fastest way would be to pay the lien in full.

Thanks,
Janice

From: Tracey Jones <Tjones@ByrdCampbell.com>
Sent: Thursday, July 12, 2018 8:35 AM
To: Janice K. Gilly; Whitney Coppage (COC)
Cc: Mylinda Johnson (COC); Heather Mahoney (COC); Robin Uricchio
Subject: RE: 1008 NORTH Z STREET / CE 07 03 0858 Follow Up 7.12.18

Reply all |
Delete
Junk |

Thanks Janice,

Does the officer determine the partial release price for getting 1008 N Z Street released from the 4 Diego liens that are not in compliance?

Also, please confirm I need to contact officer Edwards for case DE16-09-03668 which has not yet been recorded as a lien.

Tracey H. Jones
Commercial Real Estate Paralegal

BYRD CAMPBELL
ORLANDO DALLAS PENSACOLA

BYRD CAMPBELL, P.A.
180 Park Avenue North, Suite 2A
Winter Park, FL 32789
407-392-2285, Ext. 107
321-594-6034 Direct
407-392-2286 Fax
tjones@ByrdCampbell.com

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From: Janice K. Gilly <JKGILLY@myescambia.com>
Sent: Thursday, July 12, 2018 9:13 AM
To: Whitney Coppage (COC) <WCOPPAGE@escambiaclerk.com>
Cc: Mylinda Johnson (COC) <MJOHNSON@escambiaclerk.com>; Heather Mahoney (COC) <HMAHONEY@escambiaclerk.com>; Tracey Jones <Tjones@ByrdCampbell.com>
Subject: Re: 1008 NORTH Z STREET / CE 07 03 0858 Follow Up 7.11.18

Good morning,

Reply all |
Delete
Junk |

Case #07-03-0858, property is in compliance, court cost only no fines. A Certification of Cost was not done back then.

Case #16-12-03395, not in compliance
Case #16-12-03398, not in compliance
Case #16-12-03396, not in compliance
Case #16-12-03397, not in compliance

On these Diego properties they can contact Officer Reber, 850-554-2760.

Thanks,
Janice

From: Whitney Coppage (COC)
Sent: Wednesday, July 11, 2018 4:31 PM
To: Janice K. Gilly
Cc: Mylinda Johnson (COC); Heather Mahoney (COC); tjones@byrdcampbell.com
Subject: FW: 1008 NORTH Z STREET / CE 07 03 0858 Follow Up 7.11.18

Good afternoon Janice,

Please see the below request. I have not found final cost orders for the case numbers listed below. Are any of these in compliance, and if so may we have final cost orders? Thank you!

Thank you for your time,

Whitney Coppage, Official Records
PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
221 Palafox Place Suite 110
Pensacola, FL 32502
850-595-3930
wcoppage@EscambiaClerk.com
www.EscambiaClerk.com

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From: Tracey Jones [mailto:Tjones@ByrdCampbell.com]
Sent: Wednesday, July 11, 2018 4:01 PM
To: Whitney Coppage (COC)

Reply | Cc: Mylinda Johnson (COC); Robin Uricchio
Delete | **Subject:** RE: 1008 NORTH Z STREET / CE 07 03 0858 Follow Up 7.11.18
Junk |

Whitney and Heather,

Thank you for the additional insight. This being the case that we need to satisfy all of the liens, are you able to provide a payoff on the following cases?

CE#16-12-03395 – no cost order

CE#16-12-03398- amended order, but no cost order

CE#16-12-03396- no cost order

CE#16-12-03397- no cost order

Thank you,

Tracey H. Jones
Commercial Real Estate Paralegal

BYRD CAMPBELL

ORLANDO DALLAS PENSACOLA

BYRD CAMPBELL, P.A.
180 Park Avenue North, Suite 2A
Winter Park, FL 32789
407-392-2285, Ext. 107
321-594-6034 Direct
407-392-2286 Fax
tjones@ByrdCampbell.com

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WIRE FRAUD ALERT: **Please be aware. Online banking fraud is on the rise. If you receive any email containing wire transfer instructions, please call immediately to verify the information prior to sending any funds. Our office will never modify or amend wire transfer instructions through email except after a call involving all parties.**

Reply | Delete | Junk |

From: Whitney Coppage (COC) <WCOPPAGE@escambiaclerk.com>
Sent: Wednesday, July 11, 2018 4:07 PM
To: Tracey Jones <Tjones@ByrdCampbell.com>
Cc: Mylinda Johnson (COC) <MJOHNSON@escambiaclerk.com>
Subject: FW: 1008 NORTH Z STREET / CE 07 03 0858 Follow Up 7.11.18

Good afternoon Tracey,

So, I reached out to my manager in response to your question. Obviously, we are not real estate attorneys or a title company, but that isn't how I have interpreted the liens and how they attach to properties, in the past. We really just handle the recording and release of these liens as well as payment collection. But in any case, please see my managers response. I hope this is helpful, thank you.

Thank you for your time,

Whitney Coppage, Official Records
PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
221 Palafox Place Suite 110
Pensacola, FL 32502
850-595-3930
wcoppage@EscambiaClerk.com
www.EscambiaClerk.com

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---

From: Heather Mahoney (COC)
Sent: Wednesday, July 11, 2018 2:55 PM
To: Whitney Coppage (COC)
Subject: RE: 1008 NORTH Z STREET / CE 07 03 0858 Follow Up 7.11.18

That is not my understanding of how it works. Please see the language that is on the 4th page of code enforcement liens below:

Reply all | Delete Junk |

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

As far as I am aware, each recorded lien, regardless of which property has the violation, constitutes a lien on all property owned by the violator. So each lien recorded against one person attaches to all property owned by that person, as a separate lien. However, I am not a title searcher nor a real estate attorney, so I could be wrong.

Heather S. Mahoney, Manager, Official Records
PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
(850) 595-3937

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From: Whitney Coppage (COC)
Sent: Wednesday, July 11, 2018 2:36 PM
To: Heather Mahoney (COC)
Subject: FW: 1008 NORTH Z STREET / CE 07 03 0858 Follow Up 7.11.18

Help....?

Thank you for your time,

Whitney Coppage, Official Records
PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
221 Palafox Place Suite 110
Pensacola, FL 32502
850-595-3930
wcoppage@EscambiaClerk.com
www.EscambiaClerk.com

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Reply All | released in response to a public records request, do not send electronic mail to this entity. Instead, contact
Delete this office by phone or in person
Junk |

From: Tracey Jones [mailto:Tjones@ByrdCampbell.com]
Sent: Wednesday, July 11, 2018 2:35 PM
To: Whitney Coppage (COC)
Cc: Mylinda Johnson (COC); Robin Uricchio
Subject: RE: 1008 NORTH Z STREET / CE 07 03 0858 Follow Up 7.11.18

Whitney,

I have spoken with Janice about the remaining four (4) liens filed against Allen Janssen (owner) but are violations on properties other than 1008 N Z Street. She indicated when payment is made for this lien and the lien released that all of the these remaining liens will be satisfied as to this property address. Can you please confirm this is the case and that no Partial Release is needed for the other 4 cases with regard to 1008N Z Street.

Thank you,

Tracey H. Jones
Commercial Real Estate Paralegal

BYRD CAMPBELL

ORLANDO DALLAS PENSACOLA

BYRD CAMPBELL, P.A.
180 Park Avenue North, Suite 2A
Winter Park, FL 32789
407-392-2285, Ext. 107
321-594-6034 Direct
407-392-2286 Fax
tjones@ByrdCampbell.com

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Reply all |
Dele**From:** Tracey Jones
Junk**Sent:** Wednesday, July 11, 2018 9:52 AM
To: 'Whitney Coppage (COC)' <WCOPPAGE@escambiaclerk.com>
Cc: Mylinda Johnson (COC) <MJOHNSON@escambiaclerk.com>; Robin Uricchio <Ruricchio@ByrdCampbell.com>
Subject: RE: 1008 NORTH Z STREET / CE 07 03 0858

Thank you Whitney. We will be in touch with Janice to determine the amount of partial release needed for the other 4 liens.

Tracey H. Jones
Commercial Real Estate Paralegal

BYRD CAMPBELL
ORLANDO DALLAS PENSACOLA

BYRD CAMPBELL, P.A.
180 Park Avenue North, Suite 2A
Winter Park, FL 32789
407-392-2285, Ext. 107
321-594-6034 Direct
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From: Whitney Coppage (COC) <WCOPPAGE@escambiaclerk.com>
Sent: Tuesday, July 10, 2018 5:45 PM
To: Tracey Jones <Tjones@ByrdCampbell.com>
Cc: Mylinda Johnson (COC) <MJOHNSON@escambiaclerk.com>
Subject: 1008 NORTH Z STREET / CE 07 03 0858

Reply | Good afternoon Ma'am,
Delete Please see the attached payoff for the above referenced lien. Thank you.
Junk |
Thank you for your time,

Whitney Coppage, Official Records
PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
221 Palafox Place Suite 110
Pensacola, FL 32502
850-595-3930
wcoppage@EscambiaClerk.com
www.EscambiaClerk.com

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THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

CASE NO: CE#16-12-03395
LOCATION: 121 Diego Cir
PR#092S300550000050

Janssen Allen L & Brenda, Janssen Bruce E
7895 Hestia Pl
Pensacola, FL 32506
RESPONDENT

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent or representative, thereof, Brenda Janssen, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- [X] 42-196 (a) Nuisance Conditions
- [X] 42-196 (b) Trash and Debris
- [ ] 42-196 (c) Inoperable Vehicle(s); Described _____

_____

- [ ] 42-196 (d) Overgrowth

☒ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)

☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☐ (n) ☒ (o)

☐ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☒ (u) ☐ (v) ☐ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☒ (cc) ☐ (dd)

☐ 94-51 Obstruction of County Right-of-Way (ROW)

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Chapter 3 Commercial in residential and non permitted use

☐ LDC Chapter 2 Article 3 Land Disturbance without permits

☐ LDC Chapter 5 Article 8 Prohibited Signs, Un-permitted Sign ROW

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that **RESPONDENT** shall have until 4/24/2017 & 6/12/2017, **2017** to correct the violation and to bring the violation into compliance.

Corrective action shall include:

- ☐ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- ☐ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- ☒ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- ☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- ☐ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- ☐ Immediately cease burning and refrain from future burning
- ☐ Remove all refuse and dispose of legally and refrain from future littering
- ☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- ☐ Obtain necessary permits or cease operations
- ☐ Acquire proper permits or remove sign(s)
- ☒ Other Board up doors, windows on first floor
- ☐ Other and clean up yard trash debris by 4/24/17
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 25.00 per day, commencing 6/12, 2017. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measurers are necessary to abate the violation for you These measurers could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 1000 are awarded in favor of Escambia County as the prevailing party against **RESPONDENT.**

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 11 day of April, 2017.

Robert O Beasley
Special Magistrate
Office of Environmental Enforcement

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

CASE NO: CE#16-12-03398
LOCATION: 129 Diego Cir
PR# 092S300550000046

Jansseen Allen L & Brenda, Janssen Bruce E
7895 Hestia Pl
Pensacola, FL 32506
RESPONDENT

AMENDED ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent or representative, thereof, BRENDA JANSSEN, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☑ 42-196 (a) Nuisance Conditions
- ☑ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____

_____

☐ 42-196 (d) Overgrowth

☐ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)

☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☑ (n) ☑ (o)

☑ (p) ☐ (q) ☐ (r) ☐ (s) ☑ (t) ☑ (u) ☐ (v) ☐ (w) ☑ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☐ (dd)

☐ 94-51 Obstruction of County Right-of-Way (ROW)

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Chapter 3 Commercial in residential and non permitted use

☐ LDC Chapter 2 Article 3 Land Disturbance without permits

☐ LDC Chapter 5 Article 8 Prohibited Signs, Un-permitted Sign ROW

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that **RESPONDENT** shall have until 4/24/17 + 6/12/17, **2017** to correct the violation and to bring the violation into compliance.

Corrective action shall include:

- ☐ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- ☐ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- ☒ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- ☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- ☐ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- ☐ Immediately cease burning and refrain from future burning
- ☐ Remove all refuse and dispose of legally and refrain from future littering
- ☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- ☐ Obtain necessary permits or cease operations
- ☐ Acquire proper permits or remove sign(s)
- ☒ Other Board up doors, windows on first floor and clean up yard trash, debris by 9/24/19
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 25 .00 per day, commencing 6/12, **2017.** This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measurers are necessary to abate the violation for you These measurers could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 100.00 are awarded in favor of Escambia County as the prevailing party against **RESPONDENT.**

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 11th day of April, 2017.

Robert O Beasley
Special Magistrate
Office of Environmental Enforcement

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

CASE NO: CE#16-12-03396
LOCATION: 123 Diego Cir
PR#092S300550000049

Janssen Allen L & Brenda, Janssen Bruce E
7895 Hestia Pl
Pensacola, FL 32506
RESPONDENT

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent or representative, thereof, Brenda Janssen, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☑ 42-196 (a) Nuisance Conditions
- ☑ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____

_____

- ☐ 42-196 (d) Overgrowth

☒ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)

☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☐ (n) ☒ (o)

☐ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☒ (u) ☐ (v) ☐ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☒ (cc) ☐ (dd)

☐ 94-51 Obstruction of County Right-of-Way (ROW)

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Chapter 3 Commercial in residential and non permitted use

☐ LDC Chapter 2 Article 3 Land Disturbance without permits

☐ LDC Chapter 5 Article 8 Prohibited Signs, Un-permitted Sign ROW

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that **RESPONDENT** shall have until 9/24/2017 + 6/12/2017 **2017** to correct the violation and to bring the violation into compliance.

Corrective action shall include:

- ☐ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- ☐ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- ☒ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- ☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- ☐ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- ☐ Immediately cease burning and refrain from future burning
- ☐ Remove all refuse and dispose of legally and refrain from future littering
- ☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- ☐ Obtain necessary permits or cease operations
- ☐ Acquire proper permits or remove sign(s)
- ☒ Other Board up doors windows and front floor
- ☐ Other and clean up yard trash debris by
- ☐ Other 4/24/17
- ☐ Other _____
- ☐ Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 75.00 per day, commencing 6/12, 2017. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measurers are necessary to abate the violation for you These measurers could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 1,100.00 are awarded in favor of Escambia County as the prevailing party against **RESPONDENT.**

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 11th day of April, 2017.

Robert Ø Beasley
Special Magistrate
Office of Environmental Enforcement

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

CASE NO: CE#16-12-03397
LOCATION: 125 Diego Cir
PR# 092S300550000048

Jansseen Allen L & Brenda, Janssen Bruce E
7895 Hestia Pl
Pensacola, FL 32506
RESPONDENT

AMENDED ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent or representative, thereof, Brenda Janssen, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☑ 42-196 (a) Nuisance Conditions
- ☑ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____

_____

☐ 42-196 (d) Overgrowth

☐ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)

☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☑ (n) ☐ (o)

☑ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☐ (u) ☐ (v) ☐ (w) ☑ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☐ (dd)

☐ 94-51 Obstruction of County Right-of-Way (ROW)

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Chapter 3 Commercial in residential and non permitted use

☐ LDC Chapter 2 Article 3 Land Disturbance without permits

☐ LDC Chapter 5 Article 8 Prohibited Signs, Un-permitted Sign ROW

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that **RESPONDENT** shall have until 4/24/2017 + 6/12/2017, **2017** to correct the violation and to bring the violation into compliance.

Corrective action shall include:

- ☐ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- ☐ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- ☒ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- ☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- ☐ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- ☐ Immediately cease burning and refrain from future burning
- ☐ Remove all refuse and dispose of legally and refrain from future littering
- ☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- ☐ Obtain necessary permits or cease operations
- ☐ Acquire proper permits or remove sign(s)
- ☒ Other Board up doors, windows on first floor and
- ☐ Other clean up yard trash, debris by 4/24/17
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 25.00 per day, commencing 6/12, 2017. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measurers are necessary to abate the violation for you These measurers could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 100.00 are awarded in favor of Escambia County as the prevailing party against **RESPONDENT.**

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 14th day of April, 2017.

Robert O Beasley
Special Magistrate
Office of Environmental Enforcement

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14739 **Written Communication 7. B.**

BCC Regular Meeting

Meeting Date: 09/06/2018

Issue: Written Communication Concerning 33 Camelia Drive

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

August 3, 2018 Communication from Amanda Barnes requesting relief for the Community Development Block Grant (CDBG) Program Mortgage for property located at 33 Camelia Drive.

BACKGROUND:

On July 28, 2006 John Hadden entered into one mortgage and two lien agreements for his homestead property at 33 Camelia Drive for major rehabilitation to be performed under the Community Development Block Grant (CDBG) Program. The two liens expired after five years and have been released. The $20,385 mortgage (Exhibit I) executed at the time does not have an expiration, but under F.S. 95.281, the mortgage expiration is limited to 20 years. Mortgage terms dictate repayment of the loan upon sale or transfer of the property.

Mr. Hadden passed away in February 2018. Mr. Hadden's daughter, Amanda Barnes, submitted a written communication (Exhibit II) requesting that the Board consider releasing the CDBG lien from 2006 due to the condition of the home and that her father did not understand the loan documents.

BUDGETARY IMPACT:

Ms. Barnes' written communication states that there is a first mortgage on the property with approximately $17,500 still owed. The property appraiser's website values the property at $50,818 (Exhibit III).

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable

PERSONNEL:

Not applicable.

POLICY/REQUIREMENT FOR BOARD ACTION:

Any variance from CDBG mortgage and program policy must be reviewed and approved by the Board. Ms. Barnes was provided a copy of the Housing Rehabilitation Loan Assumption Policy adopted by the Board in March 2016 for consideration.

IMPLEMENTATION/COORDINATION:

If mortgage relief is granted, Neighborhood Enterprise Division will prepare a Cancellation of Mortgage.

Attachments

Ex I-33 Camelia Mortgage
Ex II-33 Camelia Written Communication
Ex III-33 Camelia ESCPA

EXHIBIT I

Recorded in Public Records 08/17/2006 at 03:15 PM OR Book 5973 Page 1014, Instrument #2006083494, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 MTG Stamps $71.40 Int. Tax $40.77

MORTGAGE DEED
SHORT FORM

RAMCO FORM 6½A

This Indenture

Made this 28th *day of* July *, A. D.* 20 06 ,

Between John D. Hadden, a divorced unremarried man

hereinafter called the Mortgagor , *and* Escambia County, whose mailing address is 223 Palafox Place, Pensacola, Florida 32502 *hereinafter called the Mortgagee* ,

Witnesseth, *That the said Mortgagor* , *for and in consideration of the sum of One Dollar to* him *in hand paid by the said Mortgagee* , *the receipt whereof is hereby acknowledged,* he *granted, bargained and sold to the said Mortgagee* , its *heirs and assigns, forever, the following described land, situate, lying and being in the County of* Escambia *, State of* Florida *, to-wit:*

Lot 13, Wentworth's Second Addition to Brent, a subdivision of a portion of Section 45, Township 1 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 2 at Page 66 of the public records of said County.

and the said Mortgagor do es *hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.*

Provided Always, *That if said Mortgagor* , his *heirs, legal representatives or assigns, shall pay unto the said Mortgagee* , its *legal representatives or assigns, a certain promissory note dated the* 28th *day of* July *, A. D.* 20 06, *for the sum of* Twenty Thousand Three Hundred Eighty-five & 00/100 ($20,385.00) *Dollars, payable* if property is sold or any interest in property is transferred *with interest at* Zero (0%) ****THIS MORTGAGE WILL NOT BE SUBORDINATED UNDER ANY CIRCUMSTANCES**** *per cent. from* July 28, 2006 *signed by* John D. Hadden

and shall pay all sums payable hereunder, and perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this mortgage, and shall duly pay all taxes, and also insurance premiums reasonably required, and all costs and expenses including a reasonable attorney's fee, which said Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void. **In Witness Whereof,** *the said Mortgagor hereunto set* his *hand and seal the day and year first above written.*

Signed, sealed and delivered in presence of us:

Ralph Downey

Edward Bryan

John D. Hadden (L.S.)

John D. Hadden (L.S.)

This Instrument prepared by: Neighborhood Enterprise Foundation, Inc. for Escambia County
Address Post Office Box 18178, Pensacola, Florida 32523-8178

BK: 5973 PG: 1015 Last Page

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of July, 20 06, by John D. Hadden, who is personally known to me or who has produced Florida Driver License #H350-464-52-285-0 as identification and who ~~did~~ (did not) take an oath.

Derrick André Williams
Signature

DERRICK ANDRE WILLIAMS
MY COMMISSION # DD512899
EXPIRES: March 15, 2010
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

Notary Public

(C-A)

Date

From

Mortgage Deed
SHORT FORM

RAMCO FORM 6%A

ESCAMBIA COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Escambia County, Florida

PROMISSORY NOTE

(Deferred Payment Loan Agreement)

Property Owner: John D. Hadden

33 Camelia Drive

Pensacola, Florida 32505

Subdivision Wentworth's Second Addition to Brent

BLOCK -- LOT 13

BOOK 5101 PAGE 1364

CENSUS TRACT 14.02

TOTAL AMOUNT OF LOAN: $ 20,385.00

I, THE UNDERSIGNED, AS OWNER OF SAID PROPERTY DO UNDERSTAND AND AGREE THAT THE FINANCIAL ASSISTANCE PROVIDED IN THE FORM OF A DEFERRED PAYMENT LOAN FOR THE REHABILITATION OF MY HOME WILL BE DUE AND PAYABLE IN FULL TO ESCAMBIA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM UPON TRANSFER OF OWNERSHIP.

I, AS OWNER, UNDERSTAND AND AGREE THAT I AM TO MAINTAIN THE ABOVE REFERENCE REHABILITATION UNIT TO THE BEST OF MY ABILITY. FURTHER, I WILL NOTIFY ESCAMBIA COUNTY OF ANY PLANS TO SELL OR TRANSFER OWNERSHIP OF SAID PROPERTY IN ACCORDANCE WITH ESTABLISHED PROCEDURES.

I, AS OWNER, MAY UTILIZE THE IMPROVED RESIDENCE WITHOUT REPAYMENT UNTIL TRANSFER OF OWNERSHIP OCCURS AT WHICH TIME THE LOAN WILL BECOME PAYABLE IN FULL TO ESCAMBIA COUNTY. FURTHERMORE, I UNDERSTAND THAT THE MORTGAGE FILED AGAINST MY PROPERTY SHALL NOT BE SUBORDINATED UNDER ANY CIRCUMSTANCES.

John D Hadden
Signature (John D. Hadden)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of July, 2006, by John D. Hadden, who is personally known to me or who has produced Florida Driver License #H350-464-52-285-0 as identification and who ~~did~~ (did not) take an oath.

Derrick Andre Williams
Signature

DERRICK ANDRE WILLIAMS
MY COMMISSION # DD512899
EXPIRES: March 15, 2010
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

Notary Public

This Instrument Prepared by: Neighborhood Enterprise Foundation, Inc.
for Escambia County
Post Office Box 18178
Pensacola, Florida 32523-8178

EXHIBIT II

From: Amanda B
To: Meredith Reeves; Sue Hadden
Subject: Fw: All recent correspondences, Fw: Fwd: 33 Camelia Drive, Pensacola, Florida; John D. Hadden
Date: Friday, August 03, 2018 6:52:17 PM
Attachments: Housing Rehab Loan Assumption Policy FINAL.pdf

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Friday, August 3, 2018, 3:12 PM, Amanda B <amanda.b99@yahoo.com> wrote:

On 2/11/2018 my father John Hadden passed away.

I am requesting that the mortgage recorded in OR Book 5973 Page 1014 to Escambia County be released. My Mother and I have been in touch with Neighborhood Enterprises. I am forwarding copies of all correspondence with Neighborhood Enterprises.

The reason I am requesting this is because the house is falling apart and is not livable mainly because of the flooring put in by Neighborhood Enterprises in 2006. Also my father knew of only the five year lien. In the paperwork he signed, its says five years and talks about the Florida Statues. To know how long the Florida Statues are you have to look it up meaning of how many years the mortgage is. I am attaching pictures of the house for you to see. Plywood has been placed over parts of the floor because of the holes in the floor. There is a first mortgage on the house with an approximate balance of 17,500. If the mortgage is not released by Escambia County, the first mortgage holder will get the house back and everyone loses.

The right thing to do would be to release the mortgage. Please let me know when the next meeting is. I will be glad to be present to answer any questions you may have.

Thank you,
Amanda Barnes
850-777-4003

I have more pictures if I need to send more please let me know.

On Thursday, August 2, 2018 11:16 PM, Amanda B <amanda.b99@yahoo.com> wrote

On Thursday, August 2, 2018 1:49 PM, Sue Hadden <sue.hadden@yahoo.com> wrote:

Sent from my iPhone

Begin forwarded message:

> **From:** Meredith Reeves <MAREEVES@myescambia.com>
> **Date:** August 2, 2018 at 11:56:25 AM CDT
> **To:** Sue Hadden <sue.hadden@yahoo.com>
> **Cc:** "Derrick A. Williams" <dawilliams@myescambia.com>, "Allison W. Wheelis" <awwheelis@myescambia.com>, "Amanda.b99@yahoo.com" <amanda.b99@yahoo.com>
> **Subject: Re: 33 Camelia Drive, Pensacola, Florida; John D. Hadden**

Ms. Hadden,
Per our phone call today, we will pull and send you and Amanda ONLY the work specifications from the files and send to you BOTH via email for no charge. I have also attached the County policy regarding loan assumption as we discussed.

Per your request, the contact info for the County legal office is legal@myescambia.com

Please let me know if there are additional items you need or if I misunderstood our conversation as we had a bad phone connection and I'm not sure I captured all your requests.
Thanks,
Meredith

595-4968

On Aug 2, 2018, at 9:36 AM, Sue Hadden <sue.hadden@yahoo.com> wrote:

> All she wants is copy of work done to house. You seemed to have pulled it the other day with no problem.
> Thanks
> Deborah
>
> Sent from my iPhone
>
> On Aug 2, 2018, at 8:52 AM, Meredith Reeves

<MAREEVES@myescambia.com> wrote:

Ms. Hadden,
As I mentioned, our office does not have the authority to release a mortgage outside of the terms specified in the mortgage and note.

You or Ms. Barnes may come to our office and inspect the files at any time between 8 and 5 Monday through Friday. If you or Ms. Barnes would like a copy of the SHIP and CDBG files, please advise if you would like an electronic copy on disk or a hard paper copy. The SHIP file will be no charge for staff time and resources. The CDBG file is rather large—about 400-500 pages—and will require about an hour of staff time to redact personal information and makes the copies or scans per your preference. Per County public records policy, if you want hard copies, the fee for copies is $0.15 per page and we can get started if you or Ms. Barnes provides a deposit of $30. You will also be charged for staff time in excess of 15 minutes to put this information together.

Thanks,
Meredith

From: Sue Hadden [mailto:sue.hadden@yahoo.com]
Sent: Tuesday, July 31, 2018 8:17 AM
To: Meredith Reeves <MAREEVES@myescambia.com>
Cc: Derrick A. Williams <dawilliams@myescambia.com>; District5 <District5@co.escambia.fl.us>; Amanda.b99@yahoo.com
Subject: Re: Fwd: 33 Camelia Drive, Pensacola, Florida; John D. Hadden

.
The house was placed on the market prior to discovering that the morgage did not expire until 2026. If this mortgage cannot be released, the house will be withdrawn from the market. No one asked for your advice on whether or not it should be sold. The right thing to do would be for you to have the mortgage released. The floor did not start coming up until 2 to 3 years after the work was done at which time Mr. Hadden called Neighborhood Enterprises. There is no way the house should be in the shape it is in unless the work was not properly done. No one can force anyone to do the right thing.

I forwarded your response to Amanda Barnes, Mr. Hadden's sole heir. She wants a copy of your file and the work done on his house.

Should she decide to keep the house, she also wants something in writing from you that for the next eight years, you will not try to collect on the mortgage as long as she does not sell or rent it out (it is not livable anyway). She does not trust you and she would be paying on the first mortgage which has a balance of about $17,500.00.

Deborah Sue Hadden

850-449-3075

On Monday, July 30, 2018, 4:38:16 PM CDT, Sue Hadden <sue.hadden@yahoo.com> wrote:

Sent from my iPhone

Begin forwarded message:

> **From:** Meredith Reeves <MAREEVES@myescambia.com>
> **Date:** July 30, 2018 at 1:45:42 PM CDT
> **To:** "sue.hadden@yahoo.com" <sue.hadden@yahoo.com>
> **Cc:** "Derrick A. Williams" <dawilliams@myescambia.com>
> **Subject: FW: Fwd: 33 Camelia Drive, Pensacola, Florida; John D. Hadden**

Ms. Hadden,
Mr. Williams forwarded me your email regarding SHIP and CDBG repairs performed at the property at 33 Camelia in 2006. I am sorry about the concerns you have about the floor at this time. Our office has pulled the two files on the repairs performed on the property, and I don't see anything in the file related to warranty claims or complaints. The County rehabilitation programs provide a one year warranty, which does not include continued maintenance to be done by the homeowner. It appears that extensive work was performed under the CDBG program administered by NEFI as well as work under the HHRP/SHIP Program administered by the West Florida Regional Planning Council. The only references to flooring/floor repairs in the work write up was to install a new underlayment over existing wood flooring and then install VCT tile in the living room. The bath called for repair of rotten wood flooring and joists and install VCT tile; the bath area was completely new as it was a bedroom made into a bath for handicapped accessibility needs according to the job specifications. A termite treatment was also performed at that time.
Due to the different programs involved, there were three liens and one mortgage filed against the property. The SHIP lien and two of the CDBG liens were only 5 year liens. The SHIP lien of $15,000; CDBG Lead Based Paint Abatement lien of $24,800; and CDBG lien of $18,505 have all been released and recorded in the public records (see attached). Please let us know if you, your daughter, or other family heir would like the originals mailed to you. There still is a $20,385 mortgage against the property that will expire in 2026 per the payoff information provided earlier to you by Mr. Williams. Mr. Hadden signed all mortgage, lien, and note documents related to the different programs which explained the program terms. The terms state that if the

property is sold or interest in the property is transferred, then the mortgage will be due.
Our office does not have the capacity to forgive the CDBG mortgage before the terms have expired. We cannot advise on whether the heirs should "let the first mortgage holder have [the] house back," but I see that the house is currently listed for sale. If you or the heirs have any further questions as you are moving forward with plans for the property, please feel free to contact me.
Thanks,
Meredith

Meredith Reeves, Division Manager
Neighborhood Enterprise Division
Neighborhood & Human Services Department
Escambia County
221 Palafox Place, Suite 200
Pensacola, FL 32502
mareeves@myescambia.com
Phone: 850.595.0022 x 3
Fax: 850.595.0342

From: Derrick A. Williams
Sent: Thursday, July 19, 2018 8:26 AM
To: Meredith Reeves <MAREEVES@myescambia.com>
Subject: Fw: Fwd: 33 Camelia Drive, Pensacola, Florida; John D. Hadden

---

From: Sue Hadden <sue.hadden@yahoo.com>
Sent: Wednesday, July 18, 2018 9:05 PM
To: Derrick A. Williams
Cc: District5
Subject: Re: Fwd: 33 Camelia Drive, Pensacola, Florida; John D. Hadden

Mr. Hadden did call Neighbohood Enterprises when the floor started to come up. He was advised there was nothing that could be done as the warranty had expired. He was also told that the contractor who did the work on his house no longer did work for Neighborhood Enterprises. Someone in your office did not even bother to make a note that he had called. At least he died thinking Neighborhood Enterprises was owed nothing for royally screwing up his house as he was told the liens would disappear after five years. Now his daughter finds out Neighbor Enterprises wants $20,000 for the damage they are responsible for. It will cost $20,000, if not a lot more, to repair the damages done by Neighborhood. The thought of you getting $20,000.00 is nauseating. The right thing for you to do would be to release the lien under the circumstances.

You told my daughter that if she kept it for another 8 years the mortgage could then be released. She is afraid that unless she had something in writing from you, that you would try to take it 5 to 7 years down the road.

I, or anyone else, would advise her just to let the first mortgage holder have house back because to repair the damage done by

Neighborhood Enterprises plus the amount still owed on the house is more than the market value of the home.
Deborah Hadden
850-449-3075

Begin forwarded message:

> **From:** "Derrick A. Williams" <dawilliams@myescambia.com>
> **Date:** July 18, 2018 at 3:48:57 PM CDT
> **To:** Sue Hadden <sue.hadden@yahoo.com>
> **Subject: Re: 33 Camelia Drive, Pensacola, Florida; John D. Hadden**

Ms. Hadden,
Per your daughter's request, I have attached the Florida Statutes which determines the expiration of the mortgage against John D. Hadden's property. Should you have questions, please contact me.
Derrick Williams
Escambia County Neighborhood & Human Services Dept.
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, Florida 32502
Phone: (850) 595-0022
Email: dawilliams@myescambia.com

From: Sue Hadden <sue.hadden@yahoo.com>
Sent: Monday, July 16, 2018 5:45 PM
To: Derrick A. Williams
Subject: Re: 33 Camelia Drive, Pensacola, Florida; John D. Hadden

The lien was good for five years. Please give me a call.

Deborah Hadden
850-449-3075

On Monday, July 16, 2018, 2:31:13 PM CDT, Derrick A. Williams <dawilliams@myescambia.com> wrote:
Ms. Hadden:
In response to your email dated July 15, 2018, attached please find information regarding the encumbrances in connection with John D. Hadden and the property at 33 Camelia Drive. Should you have questions, please contact me at 850-595-0022 ext. 2.

Derrick Williams
Escambia County Neighborhood & Human Services Dept.
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, Florida 32502
Phone: (850) 595-0022
Email: dawilliams@myescambia.com

From: Sue Hadden <sue.hadden@yahoo.com>
Sent: Sunday, July 15, 2018 3:53 PM
To: Derrick A. Williams
Subject: 33 Camelia Drive, Pensacola, Florida; John D. Hadden

Dear Sir:

Could you please release all liens placed against the above property for worked did by Neighborhood Enterprises and Ship in 2006. If you need any additional information, please let me know. Mr. Hadden passed away a few months ago

I also want to let you know that the work done by your contractor was shameful. The floors are all coming apart. It is a wonder Mr. Hadden did not fall through the floor. I don't know, but I suspect your contractor used untreated wood.

Deborah Sue Hadden
850-449-3075

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

PHOTOS PROVIDED AS ATTACHMENTS IN THE EMAIL FROM AMANDA BARNES DATED 8/3/18 CONCERNING 33 CAMELIA DRIVE

PHOTOS PROVIDED AS ATTACHMENTS IN THE EMAIL FROM AMANDA BARNES DATED 8/3/18 CONCERNING 33 CAMELIA DRIVE

EXHIBIT III

Source: Escambia County Property Appraiser

Navigate Mode ◉Account ○Reference

Restore Full Page Version

General Information

Reference:	451S303000000013
Account:	041967000
Owners:	HADDEN JOHN D
Mail:	33 CAMELLIA DR PENSACOLA, FL 32505
Situs:	33 CAMELIA DR 32505
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2018	$10,000	$40,818	$50,818	$50,818
2017	$15,000	$37,842	$52,842	$51,575
2016	$15,000	$36,648	$51,648	$50,515

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/2003	5101	1364	$22,900	WD	View Instr
09/1989	2763	702	$27,000	WD	View Instr
07/1981	1563	203	$8,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2018 Certified Roll Exemptions

HOMESTEAD EXEMPTION,TOTAL & PERMANENT

Legal Description

LT 13 OR 529 P 279 WENTWORTH 2ND ADDN TO BRENT PB 2 P 66 OR 5101 P 1364

Extra Features

None

Parcel Information

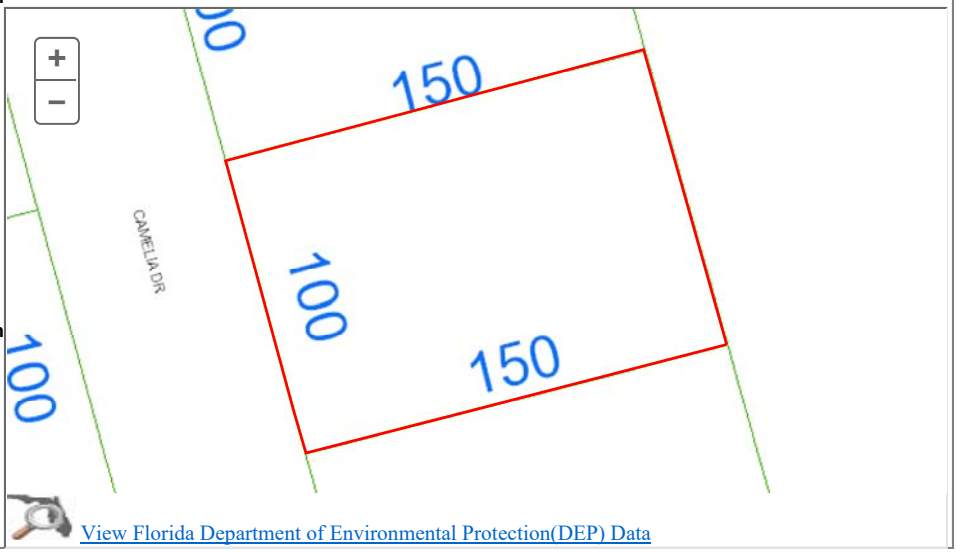
Launch Interactive Map

Section Map Id:
45-1S-30

Approx. Acreage:
0.3501

Zoned:
HDMU

Evacuation & Flood Information
Open Report



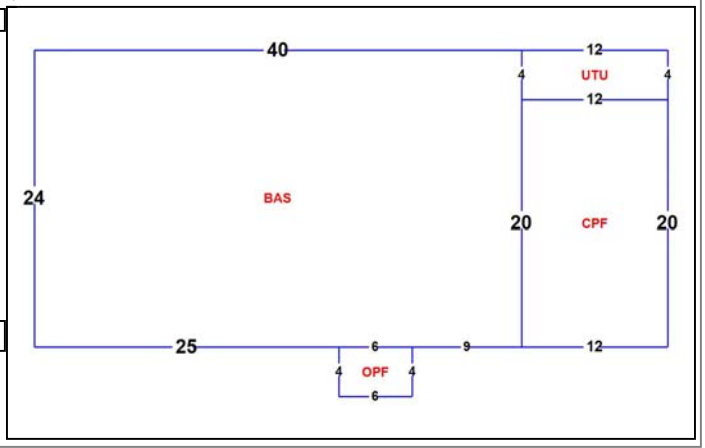
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:33 CAMELIA DR, Year Built: 1958, Effective Year: 1965

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*ASBESTOS SIDING*
FLOOR COVER-*CARPET*
FOUNDATION-*WOOD/SUB FLOOR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*3*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*GABLE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 1272 Total SF

BASE AREA - *960*
CARPORT FIN - *240*
OPEN PORCH FIN - *24*
UTILITY UNF - *48*

Images

1/6/14

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14765 **Written Communication 7. C.**

BCC Regular Meeting

Meeting Date: 09/06/2018

Issue: Project Titan

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

August 27, 2018, Communication from Keith Wilkins regarding the proposed MRO Aviation Campus at Pensacola International Airport, and the proposed funding that will be needed from Escambia County to support the project.

BACKGROUND:

On November 14, 2017, the City of Pensacola (City) and VT Mobile Aerospace Engineering, Inc. (VT MAE) signed a Memorandum of Understanding (MOU) to expand VT MAE's aircraft maintenance, repair and overhaul (MRO) business operations at the Pensacola International Airport. (VT MAE recently rebranded its MRO business in Pensacola to be known as ST Engineering (ST), and hereinafter this name will be used.) This comes as ST has begun its initial operations at the airport's newly constructed 173,000 sq. ft. MRO hangar in June, 2018. That facility, developed at a cost of $46 million, will result in the creation of 400 new high-wage jobs. Building on the current ST relationship and the growing demand for MRO services worldwide, the proposed expansion of the MRO Aviation campus creates an opportunity to add an additional 1,325 high-income jobs for Northwest Florida in the aerospace industry. When combined with the new jobs associated with the fist hangar, total Aerospace sector jobs would be 1,725.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

K. Wilkins email

Pensacola International Airport MRO and VT Expansion

From: Keith Wilkins <KWilkins@cityofpensacola.com>
Sent: Monday, August 27, 2018 10:51 AM
To: Angela D. Crawley <adcrawle@myescambia.com>
Cc: Jack R. Brown <jrbrown@myescambia.com>; Tess Dorilio <TDorilio@cityofpensacola.com>
Subject: FW: Escambia Titan Request PDF

Please include on the September 6 BCC Agenda under Written Communication.

Thank You,

Keith Wilkins
City Administrator
Office of the Mayor
City of Pensacola
222 West Main Street
Pensacola, Florida 32502

850-436-5627 Office
850-435-1611 Fax

PENSACOLA
DIAL 311 FOR CITY SERVICES

From: Tess Dorilio
Sent: Monday, August 27, 2018 10:43 AM
To: Keith Wilkins <KWilkins@cityofpensacola.com>
Subject: Escambia Titan Request PDF

Tess Dorilio
Executive Aide to the Mayor
Office of Mayor Ashton J. Hayward
(850) 435-1624
222 W Main Street

PENSACOLA
THE UPSIDE of FLORIDA

ASHTON J. HAYWARD
MAYOR

Escambia County Board of County Commissioners
Written Communication
September 6, 2018

Re: Pensacola International Airport MRO and VT MAE Expansion

Thank you for giving us the opportunity to describe the proposed MRO Aviation Campus at Pensacola International Airport, and the proposed funding that will be needed from Escambia County to support the project.

BACKGROUND: On November 14, 2017, the City of Pensacola (City) and VT Mobile Aerospace Engineering, Inc. (VT MAE) signed a Memorandum of Understanding (MOU) to expand VT MAE's aircraft maintenance, repair and overhaul (MRO) business operations at the Pensacola International Airport. (VT MAE recently rebranded its MRO business in Pensacola to be known as ST Engineering (ST), and hereinafter this name will be used). This comes as ST has begun its initial operations at the airport's newly constructed 173,000 sq. ft. MRO hangar in June, 2018. That facility, developed at a cost of $46 million, will result in the creation of 400 new high-wage jobs. Building on the current ST relationship and the growing demand for MRO services worldwide, the proposed expansion of the MRO Aviation campus creates an opportunity to add **an additional** 1,325 high-income jobs for Northwest Florida in the aerospace industry. When combined with the new jobs associated with the first hangar, total Aerospace sector jobs would be 1,725.

PROJECT DESCRIPTION: The proposed MRO Aviation Campus would include three additional hangars (one hangar at 173,000 sq. ft. and two additional hangars at 191,000 sq. ft. each), 100,000 sq. ft. of warehouse and shop space, 120,000 sq. ft. administrative office building, and all adjacent roadways, taxiways, aprons and infrastructure to support the development. The MRO hangars will be capable of accommodating aircraft as large as the Boeing 777/A300.

COST and FUNDING: The estimated total cost for the proposed Aviation MRO Campus at Pensacola International Airport is $210 million. All of the assets to be constructed will be City owned property and infrastructure and will be leased to the tenant (rated Triple AAA by both Moody's and Standard & Poor) under a triple net land lease, thereby generating additional airport revenue of approximately $1.0 million per year. Expected funding is as follows:

Triumph Funds	$56 Million (approved, conditional on other funding)
Private Funds	$35 Million (committed by ST)
FDOT Funds	$50 Million (applied for)
Governor's Job Growth Fund-Year 1	$4 Million (committed)

Legislative appropriation – FY 2018-19	$3 Million (committed)
Governor's Job Growth Fund-Year 2	$20 Million (applied for)
City Funds	$8 Million (applied for, action on September 10, 2018)
County Funds	$12 Million (applied for, action on September 6, 2018)
EDA – Federal funds	$17 Million (applied for)
Additional funding to be identified	$5 Million

ECONOMIC BENEFITS – COUNTY AND CITY: Staff at Triumph have assisted us in evaluating the City and County economic impacts, using the REMI model typically associated with economic development projects. Using a number of 1400 jobs at buildout, and wage rates and supply chain structure appropriate for the NAICS code 488190 "other support activities for air transportation," which includes MRO operations, the estimated local (City and County) fiscal impact of the project is $5.1 million per year. During the ramp-up period, the impact is $3,643 per job, reaching the total of $5.1 million at buildout. However, these numbers are based on state averages and are conservative in terms of the local revenue forecast. The calculations below detail an Escambia-specific gross fiscal revenue impact of $6.6 million per year (not including the additional economic impact of LOST revenues from increased air traffic).

This impact comes from several sources that reflect the revenue structure of local government. Local government generates revenue via ad valorem property taxes and via local option sales taxes (LOST), along with other revenues that are less important, including gas taxes, 1/2 cent state revenue sharing, permits and fees. The $5.1 million figure is reflective of the summation of all the various revenue sources, as it comes from the Census of Local Government, which reports overall revenues and expenditures for each government jurisdiction. Because Escambia's tax rates differ somewhat from state averages, this revenue impact will be larger.

The Florida Department of Revenue reports that total taxable retail sales in our two county metro area in calendar year 2017 were $6.9 billion. Of those sales, $1.5 billion were in tourism-related categories, leaving $5.4 billion attributable to local residents rather than tourists. Dividing this by metro area population yields a per-resident taxable retail spending rate of about $14,300 per person. These numbers are somewhat conservative because more taxable retail spending is done in Escambia than Santa Rosa. At current Escambia local option sales tax rates, this generates about $214 per person, or $450 per household, in LOST revenue on average.

The net new jobs associated with Project Titan, calculated using only the Escambia multipliers and new jobs is 3,151 net new jobs at buildout (the impact report submitted with the initial Triumph proposal used statewide multipliers and jobs figures, which is appropriate when applying for State incentives. Here it is better to examine only the Escambia effects since we are considering Escambia County and City of Pensacola local fiscal impacts). Analysis of Census commute pattern data suggests that Escambia residents hold about 64% of the jobs located in Escambia (Santa Rosans hold 18% and residents of other counties hold the rest). Applying this ratio suggests that 2,017 new households will be created in Escambia due to the impact of Titan. This number is conservative since it does not count the number of new jobs that will exist in Santa Rosa or Okaloosa for Escambia residents who are outbound commuters whose jobs are enabled by the new spending of the Santa Rosa and Okaloosa residents who will be employed by Titan.

Each of the new Escambia households will need housing and it is assumed that the location of these new households will create additional net new demand for homes. The median price of a new home

in Escambia in 2017 was $221,000, and the materials used in construction of that home are subject to sales tax. These 2,017 new households represent two years worth of new demand for housing for Escambia. Previous reports (March 2018 report on Escambia housing market delivered to NW FL Homebuilders Association) shows this to generate a total of $47.6 million in new nonrecurring local tax revenue associated with that construction due to sales tax on inputs as well as taxes paid throughout the housing construction supply chain.

The numbers presented above, which are similar to the increment to residential housing stock suggested by the REMI modeling, indicate a substantial increment to property tax revenue due to an expected addition to the local residential property tax base of $446 million. Using standard figures for homestead exemption and for Escambia ad valorem tax rates shows that the number of jobs associated with Titan will result in $1.43 million in per year in new property tax revenue to the City, $2.06 million to the BOCC, and $2.22 million to the School District.

The annual ongoing local sales tax collections due to the everyday spending of the new Titan households in Escambia is expected to total $907,488 per year to the BOCC.

Thus, a conservative estimate of the incremental revenue to the City is $1.43 million per year, to the County of $2.97 million per year, and to the School District of $2.22 million. This is in addition to the nonrecurring impact of $47.6 million described above that is associated with the new home construction. While there will undoubtedly be new costs of service provision to each of these entities, they will be substantially less than new revenue.

Also, it is likely that there will be incremental visitor traffic into PNS due to the airlines tendency to avoid bringing in empty aircraft ("deadheading"). VISIT Florida estimates that every additional visitor generates about $12 of additional local tax revenue. If there were 50,000 extra visitors per year driven by the lower ticket prices provided by airlines in order to fill the planes that would be serviced in Pensacola, that could be expected to generate $600,000 annually (50,000 visitors times $12 local tax revenue per visitor). Since this is primarily LOST revenue, as well as bed tax revenue, this would accrue largely to Escambia County rather than the City or School District.

	County	School District	City	Total
Ad Valorem revenue	2,060,000	2,220,000	1,430,000	5,710,000
LOST – New households	907,000			907,000
LOST – Increased air traffic	600,000			600,000
Total	3,567,000	2,220,000	1,430,000	7,217,000

ECONOMIC BENEFITS – NW FLORIDA: Beyond the purely local economic impact, there are several key quantitative measures that promote economic recovery, diversification and are truly transformative to the economy of NW Florida and the state. The following economic benefits further provide an excellent ROI and leverage of the publicly invested dollars. Upon full implementation of the MRO Aviation Campus, the total economic benefits to be realized in the region are as follows:

- The direct new jobs created in the Aerospace industry sector are 1,325 (not including the 400 new, high paying jobs already created with Hangar 1).
- The average wage associated with the direct new jobs is $44,461, not including fringe benefits.
- Based on the above, total annual payroll to NW Floridians will be $58.9 million associated with the proposed project.
- When combined with the new jobs already created from Hangar 1 (not part of the proposed project), total new Aerospace industry sector jobs will be 1,725 and total annual payrolls will be approximately $69.0 million.
- According to The Haas Center report commissioned by the City, a nationally recognized MRO Aviation Campus would attract additional aviation industry businesses to Northwest Florida and significantly diversify the regional economy. In addition to the 1,325 direct new jobs, the planned expansion project would also create up to 3,400 indirect new jobs in the state of Florida.
- As a result of this significant job creation, statewide personal net income would increase by $400 million **per year**, and the state's GDP would increase by $600 million **per year**. The addition of an MRO Aviation Campus to the already robust tourism, military and financial services sectors of the regional economy will further strengthen Northwest Florida's economic resiliency and solidify Florida's reputation as a leader in meeting the growing demand for aviation services. This project creates a Center of Excellence in the MRO industry, which is consistent with the state of Florida and Northwest Florida FORWARD's growth strategy for the Aviation and Aerospace industry sector.
- This project provides a career path for aircraft mechanics and technicians exiting the military or retired veterans, and will retain or attract these individuals to our region. This project and the direct and indirect new jobs it will create will provide a "path to the middle class" for many.
- The creation of a MRO "Center of Excellence" and critical mass at Pensacola International Airport will likely be a magnet for other industry related businesses to locate closer to NW Florida.

CONSTRUCTION TIMELINE: The following is the anticipated timeline for the planning and construction of the Aviation MRO Campus. As the project would occur over a 4-year time period, the request for Escambia County funds will somewhat mirror the construction schedule.

1) Hangar 1 – Completed June 2018 (not part of funding request)
2) Hangar 2
    a. Plans/Specifications/Bidding – January 2019 through June 2019
    b. Construction – July 2019 through December 2020
3) Hangars 3 and 4, Support Facilities and Administration Building

a) Environmental – January 2019 through December 2019
b) Plans/Specifications/Bidding – January 2019 through 2020
c) Construction Hangar 3 – January 2020 through August 2021
d) Construction Hangar 4 – July 2020 through February 2022
e) Construction Administration Building – March 2020 through December 2021
f) Construction Warehousing/Shops/Support Facilities – October 2020 through March 2021

ESCAMBIA COUNTY FUNDING REQUEST: As noted previously, the City's initial request for new ESCAMBIA COUNTY funds is $12 million. The City of Pensacola has budgeted $8 million for the project ($6 million in FY 2019 and $2 Million in 2021) and this budget item is scheduled for approval by City Council at its Agenda Conference on September 10, 2018. Given the scale and scope of this project, we believe the $12 million request is essential to support the entire project and the combined $20 million local contribution is appropriate to reflect the local community strong support for this truly transformative project. As seen in the analysis above, the increased local tax revenues essentially will pay for the local investment in less than 4 years. Thereafter the increased revenues will support the community.

Given that this project will be occurring over several years, our request from Escambia County is as follows:

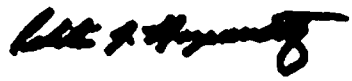
FY 2019-20	$3.2M
FY 2020-21	$2.8M
FY 2021-22	$3M
FY 2022-23	$3M
Total	**$12.0 M**

If a different flow of funds is needed to accommodate the County budgeting process, we would be open to an alternative suggestion.

CONCLUSION: In summary, this project is truly transformational to the local community as it not only creates a significant new annual increase in local tax revenues, but it also creates 1,325 direct and 3,400 indirect new jobs, promotes economic recovery, provides for regional economic diversification and stability, leverages invested funds to drive annual net incomes and statewide GDP and establishes NW Florida as a leader in the global MRO industry.

We would be pleased to meet and answer any further questions or provide any additional details or documentation that you may request. We are very excited about this project and deeply appreciate your willingness assist.

Sincerely,



Ashton J. Hayward III, Mayor

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14786 **Written Communication 7. D.**

BCC Regular Meeting

Meeting Date: 09/06/2018

Issue: Donation of a portion of land at 401 West Government Street by Quint and Rishy Studer

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation:

Quint and Rishy Studer's donation of a portion of land, approximately eight arces, located at 401 West Government Street, comprising Escambia County Parcel ID No. 00-0S-0090-7001-003 (formerly known as the Escambia County Utilities Authority Main Street wasterwater treatment plant) to the Board of County Commissioners to construct a public facility, commonly referred to as a "field-house" type development that could support indoor events, and that is available to area residents and their families..

BACKGROUND:

The exact location and amount of land would be decided upon at a laterr date as the project and process progresses. Based on very preliminary renderings we have seen to date, we anticipate such land to comprise approximately 8 acres, understanding it may be less, or slightly more acreage, and may share parking, storm water, and utility easements with adjacent lands and developments of Donor.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14715 **Public Hearings 9.**

BCC Regular Meeting

Meeting Date: 09/06/2018

Issue: 5:31 p.m. Public Hearing to Adopt the Homeplace Lane Roadway Improvements MSBU Ordinance

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating the Homeplace Lane Roadway Improvements MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Homeplace Lane Roadway Improvements Municipal Service Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since roadway improvements increase the market value of an individual lot, provide individual lot owners with an appropriate and adequate transportation route in the area, and increase the ability of owners to develop their land;

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

C. Lots which do not receive a special benefit have been and shall be

excluded from the non-ad valorem special assessment for roadway improvements; and

D. The Board is not accepting ownership of any roads, streets, easements, or lots located within the District, and shall not maintain any such properties within the District during or after completion of improvements in the District.

BACKGROUND:

The owners of property abutting Homeplace Lane have met the criteria established by the Board for an MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for roadway improvement projects. Now the property owners wish to establish the MSBU for the purpose of providing roadway improvements.

The County is not accepting ownership or maintenance responsibilities of Homeplace Lane after improvements are complete, therefore the roadway is not being required to meet County code compliance. This is a one-time improvement project with no future County responsibility.

Petitions for creating the MSBU district were circulated among the 16 Homeplace Lane property owners, and of these, 14 property owners (87.5%) signed the petition in favor. This meets the 66% minimum approval requirement specified in the MSBU Guidelines and Procedures. The estimated cost per residential lot will be $383.54 annually for 5 years.

BUDGETARY IMPACT:

The MSBU will generate revenues for the purpose of providing repayment to Escambia County for providing roadway improvements to Homeplace Lane, as well as administrative and statutory fees.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve and adopt all Ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Homeplace Lane MSBU Ordinance

ORDINANCE 2018-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 70, ARTICLE V, DIVISION 8, SECTIONS 70-600.14 THROUGH 70-600.21 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES TO ESTABLISH THE HOMEPLACE LANE ROADWAY IMPROVEMENTS MUNICIPAL SERVICE BENEFIT UNIT; DEFINING THE BOUNDARIES OF SAID DISTRICT; PROVIDING FOR THE GOVERNANCE OF SAID DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS; AUTHORIZING THE LEVY OF A NON-AD VALOREM SPECIAL ASSESSMENT TO DEFRAY THE COSTS OF RECONSTRUCTING HOMEPLACE LANE BASED ON A FAIR AND REASONABLE APPORTIONMENT OF THE COST TO SPECIALLY BENEFITTED PROPERTIES; PROVIDING FOR THE USE OF THE UNIFORM METHOD OF COLLECTION PRESCRIBED BY §197.3632, FLORIDA STATUTES; PROVIDING FOR AN APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a municipal service benefit unit (MSBU); and

WHEREAS, by Resolution R2017-142, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for road improvement projects; and

WHEREAS, the owners of the property contained in the Homeplace Lane Area have met the criteria established by the Board of County Commissioners for a MSBU, and the property owners wish to establish such a MSBU for the purpose of providing roadway improvements in this district; and

WHEREAS, there are an estimated 16 properties in this proposed district, and the property owners in the Homeplace Lane Area have submitted a petition to the Board of County Commissioners which contains 14 signatures or 87.5% of the total of such owners; and

WHEREAS, this total meets the 66% requirement specified in the MSBU Guidelines and Procedures adopted by the Board of County Commissioners; and

WHEREAS, following completion of said improvements funded by the proposed MSBU, the lot owners will assume responsibility for the roadway improvements in the Homeplace Lane Area.

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

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

Section 2. Volume I, Chapter 70, Article V, Division 8, Sections 70-600.14 through 70-600.21 of the Escambia County Code of Ordinances are hereby created to read as follows:

Sec. 70-600.14. AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under the authority of Article VIII, Section 1 (f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes, for the purpose of providing for a roadway improvement district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-600.15. SHORT TITLE. This Ordinance shall be known and referred to as the "Homeplace Lane Roadway Improvements Municipal Service Benefit Unit Ordinance."

Sec. 70-600.16. DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

(A) *Annual Installment* shall mean one fifth (1/5) of the total cost of the roadway improvements, a two and one-half percent (2.5%) interest charge on the remaining cost and accrued interest compounded annually, plus any statutory administrative fees payable to the Tax Collector and the Property Appraiser.

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

(C) *Cost* shall mean the total cost of engineering and construction associated with improving the roadway contained in the District. These costs for improvements may include, but are not limited to, the costs of construction, labor, materials, plans and specifications, surveys and engineering services, as well as any administrative fees and the Escambia County Tax Collector's collection fee.

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

(E) *District* shall mean that geographical area of the Homeplace Lane Roadway Improvements Municipal Service Benefit Unit described herein.

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

(G) *Improvements* shall mean all roadway improvements presently located or to be located within or added to the District in the future including, but not limited to, asphalt, concrete, drainage pipes, storm sewers, water mains, water laterals and all other necessary appurtenances.

(H) *Lot* shall mean a developed or proposed single-family residential parcel or a multi-family residential parcel which abuts Homeplace Lane or benefits from the improvements.

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

(J) Words used in the masculine gender include the feminine and neuter; the singular number shall include the plural and the plural the singular.

Sec. 70-600.17. DISTRICT CREATED. There is hereby created within Escambia County the *Homeplace Lane Roadway Improvements Municipal Service Benefit Unit* for the purpose of reconstructing the roadway within the District. The aforementioned District shall include all Lots which abut Homeplace Lane.

Sec. 70-600.18. GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

(A) To authorize and provide for the collection of non-ad valorem special assessments to defray the cost associated with the improvement of the roadway within the District.

(B) To provide for or contract for the reconstruction of the roadway improvement within the District.

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

(D) To fairly and reasonably apportion the cost of the roadway improvements among all specially benefited Lots.

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

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

(G) To otherwise act or satisfy its duties and responsibilities under this Ordinance.

(H) To adopt, by resolution, rules and regulations regarding fiscal management of the District.

Sec. 70-600.19. LEGISLATIVE FINDINGS.

(A) The proposed Homeplace Lane Roadway Improvements Municipal Service Benefit Unit has met the criteria established by the Board of County Commissioners in the Escambia County Municipal Service Benefit Unit Guidelines and Procedures for a municipal service benefit unit.

(B) Lots in the District are specially benefited since roadway improvements increase the market value of an individual Lot, provide individual Lot owners with an appropriate and adequate transportation route in the area containing their Lots and increase the ability of Lot owners to develop their land.

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

(D) By creating said District, the Board has not accepted ownership of any roads, streets, easements, or lots located within the District other than those expressly accepted or acquired through a vote of the Board, and the Board shall not maintain any such properties within said District during or after the completion of the improvements in the District.

Sec. 70-600.20. NON-AD VALOREM SPECIAL ASSESSMENT COLLECTION.

(A) The Board shall authorize the levy of a non-ad valorem special assessment for roadway improvements on Lots located within the District the first year following completion of the improvements. This non-ad valorem special assessment shall be levied following the preparation and adoption of a budget by the Board as provided by law each Fiscal Year.

(B) All special non-ad valorem special assessments shall be levied and collected by the uniform method of collection as adopted by the Escambia County Board of County Commissioners pursuant to §197.3632, Florida Statutes. All non-ad valorem special assessments shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this Ordinance, until said non-ad valorem special assessments are paid.

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

(D) The amount of the non-ad valorem special assessment to be assessed and levied against each Lot shall be determined based on the special benefit received by each Lot. The non-ad valorem special assessment for roadway improvements shall be fairly and reasonably apportioned among the benefited Lots by dividing the cost of the improvements by the number of residential Lots in the District at the time of completion of the road improvements.

(E) Said non-ad valorem special assessment may be paid in one lump sum payment or may be amortized over a five (5) year period at two and one-half percent (2.5%) interest compounded annually plus any applicable statutory administrative fees payable to the Tax Collector and Property Appraiser. No discount shall be applied to early payment of the total outstanding non-ad valorem special assessment due. Property

owners may prepay any outstanding non-ad valorem special assessment in whole or in part without penalty. Any partial prepayment received shall be applied to the outstanding non-ad valorem special assessment balance and shall not postpone the date of any subsequent payment due or waive any future applicable interest or statutory administrative fees payable to the Tax Collector or Property Appraiser.

(F) A certified copy of this Ordinance will be recorded in the public records of Escambia County after filing with the Secretary of State.

Sec. 70-600.21. APPEAL PROCESS.

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

(B) The County Administrator or designee shall review the request and determine within ten (10) business days whether an error of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board. The County Administrator or designee shall be authorized to correct facial errors based on these information sources. The County Administrator or designee shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due or any of the annual installments as a result of the identification error, with notice to the Board.

(C) In the event the County Administrator or designee finds the Lot owner has been erroneously assessed, the County Administrator or designee shall correct such errors on the non-ad valorem special assessment roll and shall make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due or any annual installment owing as a result of the identified error, with notice to the Board.

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

(E) At the next available meeting, the Board of County Commissioners shall either 1) direct the County Administrator or designee to adjust the non-ad valorem special assessment due and owing by notifying the Tax Collector and Clerk of the Circuit Court; or 2) advise the Lot owner the Board finds no error in the assessment of the Lot owner's real property and the Lot owner may appeal the Board's decision to the circuit court within thirty (30) days.

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

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

clause shall be deemed a separate, distinct, independent and severable and will not otherwise affect the application of this Ordinance which can be given effect without the invalid provision or application.

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

Section 5. **EFFECTIVE DATE.** This Ordinance shall take effect upon receipt of official acknowledgement to the Clerk of the Board of County Commissioners from the Department of State that this Ordinance has been timely filed with the Florida Department of State.

DONE AND ENACTED THIS __ DAY OF _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 8/22/18

(Seal)

Enacted:
Filed with Department of State:
Effective:

Pam Childers
Clerk of the Circuit Court and Comptroller, Escambia County
Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-14675 **Clerk & Comptroller's Report 10. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 09/06/2018
Issue: July 2018 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the July 31, 2018 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended July 31, 2018, as required by Ordinance Number 95-13; on July 31, 2018, the portfolio market value was $360,590,683 and portfolio earnings totaled $434,861 for the month; the short-term portfolio yield 1.65%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 1.97%; the long-term CORE portfolio achieved a yield of 2.67%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.71%.

Attachments

July 2018 Investment Report

INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2017-2018
July 31, 2018

Prepared by:
Pam Childers
Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2017-2018
July 31, 2018

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value June 30, 2018	Market Value July 31, 2018
Bank Accounts	32,996,198	23,450,020
Money Market Accounts	38,973,774	39,009,222
Local Government Investment Pools*	69,290,560	76,428,482
Local Government Investment Pools**	70,308,765	70,365,558
Certificates of Deposit	60,138,386	60,138,386
Money Market Mutual Fund	7,723,353	943,860
U.S. Treasury Bond/Notes	39,229,139	39,133,018
Federal Agency Bond/Note	27,460,996	27,469,170
Municipal Bonds	3,896,765	3,895,458
Corporate Notes	19,746,071	19,757,511
Total Portfolio Assets:	369,764,008	360,590,683.49
Current Month Earnings:	**372,121**	**434,861**
Fiscal Year to Date Earnings:	**2,928,172**	**3,363,019**

**FL PRIME, FLCLASS, FL-FIT*
***FL TRUST*

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	June 30, 2018	July 31, 2018
Market Value	**$271,707,683**	**$269,391,667**
Short Term Portfolio Yield:	**1.56%**	**1.65%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	1.90%	1.97%
Fiscal YTD Earnings:	**$1,823,333**	**$2,131,804**

LONG TERM CORE PORTFOLIO:	June 30, 2018	July 31, 2018
Market Value	**$98,056,325**	**$91,199,016**
CORE Portfolio Yield to Maturity at Market:	**2.60%**	**2.67%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.58%	2.71%
CORE Portfolio Total Return:	**0.00%**	**0.07%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	-0.01%	-0.09%
Effective Duration (Years)	**1.96**	**1.88**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.58	2.56
Fiscal YTD Earnings:	**1,104,839**	**1,231,216**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2017-2018
July 31, 2018

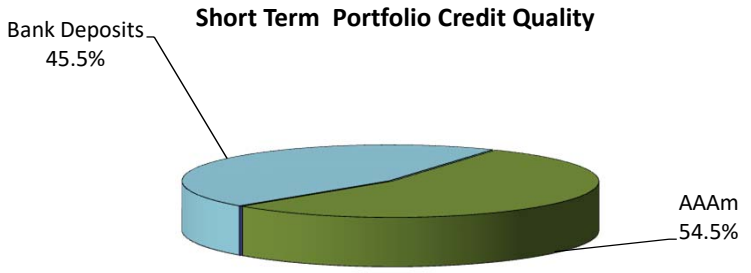
SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 23,450,020	8.7%
Money Market Accounts	39,009,222	14.5%
Certificates of Deposit	60,138,386	22.3%
Local Government Investment Pools*	76,428,482	28.4%
Local Government Investment Pools**	70,365,558	26.1%
Total Short Term Portfolio Assets:	**$ 269,391,667**	100.0%

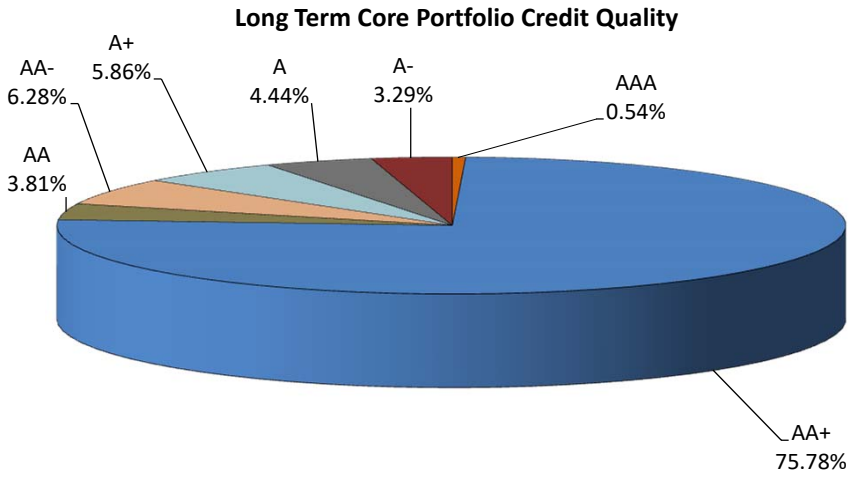
**FL PRIME, FLCLASS, FL-FIT*

***FL TRUST*



LONG TERM INVESTMENT PORTFOLIO:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 39,133,018	42.9%
Federal Agency Bond / Note	27,469,170	30.1%
Municipal Obligations	3,895,458	4.3%
Corporate Note	19,757,511	21.7%
Money Market Mutual Fund - Federated Government	943,860	1.0%
Total Long Term Core Portfolio Assets:	**$ 91,199,016**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2017-2018
July 31, 2018

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
United States Treasury Securities	39,133,018	10.9%	100%	Yes
Federal Instrumentalities	27,469,170	7.6%	50%	Yes
Local Government Investment Pools	146,794,039	40.7%	75%	Yes
Certificates of Deposit	60,138,386	16.7%	50%	Yes
Savings Accounts	39,009,222	10.8%	50%	Yes
Corporate Notes	19,757,511	5.5%	25%	Yes
State and/or Local Government Debt	3,895,458	1.1%	25%	Yes
Bank Accounts - Bank of America	23,450,020	6.50%	100%	Yes
Money Market Mutual Fund	943,860	0.3%	50%	Yes
Total Investment Holdings	**$ 360,590,683**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	995,127	0.3%	5%	Yes
American Honda Finance	411,679	0.1%	5%	Yes
Bank Accounts - Bank of America	23,450,020	6.5%	100%	Yes
BBVA Compass	25,065,424	7.0%	15%	Yes
Centennial Bank	30,154,875	8.4%	15%	Yes
Caterpillar INC	731,742	0.2%	5%	Yes
Cisco Systems Inc.	1,994,082	0.6%	5%	Yes
City of New York	1,689,273	0.5%	5%	Yes
Coca-Cola Company	314,621	0.1%	5%	Yes
Deere & Company	1,153,760	0.3%	5%	Yes
Exxon Mobil Corporate Notes	996,106	0.3%	5%	Yes
Fannie Mae	8,161,638	2.3%	5%	Yes
Federal Home Loan Bank (FHLB)	14,968,233	4.2%	25%	Yes
Fidelity Institutional Government MMF	943,860	0.3%	25%	Yes
FLCLASS	5,124,231	1.4%	25%	Yes
FL-FIT	12,029,352	3.3%	25%	Yes
Florida Prime (SBA)	59,274,899	16.4%	25%	Yes
Florida Local Government Investment Trust	70,365,558	19.5%	25%	Yes
Freddie Mac	4,339,299	1.2%	25%	Yes
Hancock Bank	12,946,074	3.6%	15%	Yes
Home Depot Inc.	461,286	0.1%	5%	Yes
Intel Corporation	972,552	0.3%	5%	Yes
International Business Machines	969,528	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	981,870	0.3%	5%	Yes
Microsoft Corporate Notes	487,815	0.1%	5%	Yes
Mississippi State	751,997	0.2%	5%	Yes
Oracle Corp	976,151	0.3%	5%	Yes
Pepsico, Inc.	1,025,099	0.3%	5%	Yes
Pfizer Inc Corporate Notes	996,816	0.3%	5%	Yes
Proctor & Gamble Co	635,892	0.2%	5%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2017-2018
July 31, 2018

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Servisfirst Bank	30,981,234	8.6%	15%	Yes
State of Connecticut	675,689	0.2%	5%	Yes
State Street Corporation	990,958	0.3%	5%	Yes
The Walt Disney Corporation	485,066	0.1%	5%	Yes
Toyota Motor Corp	2,065,176	0.6%	5%	Yes
United Parcel Service Inc.	484,700	0.1%	5%	Yes
United States Treasury Securities	39,133,018	10.9%	100%	Yes
University of WA Taxable Revenue Bonds	778,499	0.2%	5%	Yes
Visa Inc	629,414	0.2%	5%	Yes
Wells Fargo &Company Corporate Notes	998,072	0.3%	5%	Yes
Total Investment Holdings	**$ 360,590,683**	**100.0%**		

Pam Childers
Clerk of the Circuit Court and Comptroller, Escambia County
Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-14703 **Clerk & Comptroller's Report** **10. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 09/06/2018
Issue: TDT Collection Data for the June 2018 Returns
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the June 2018 Returns Received in July 2018

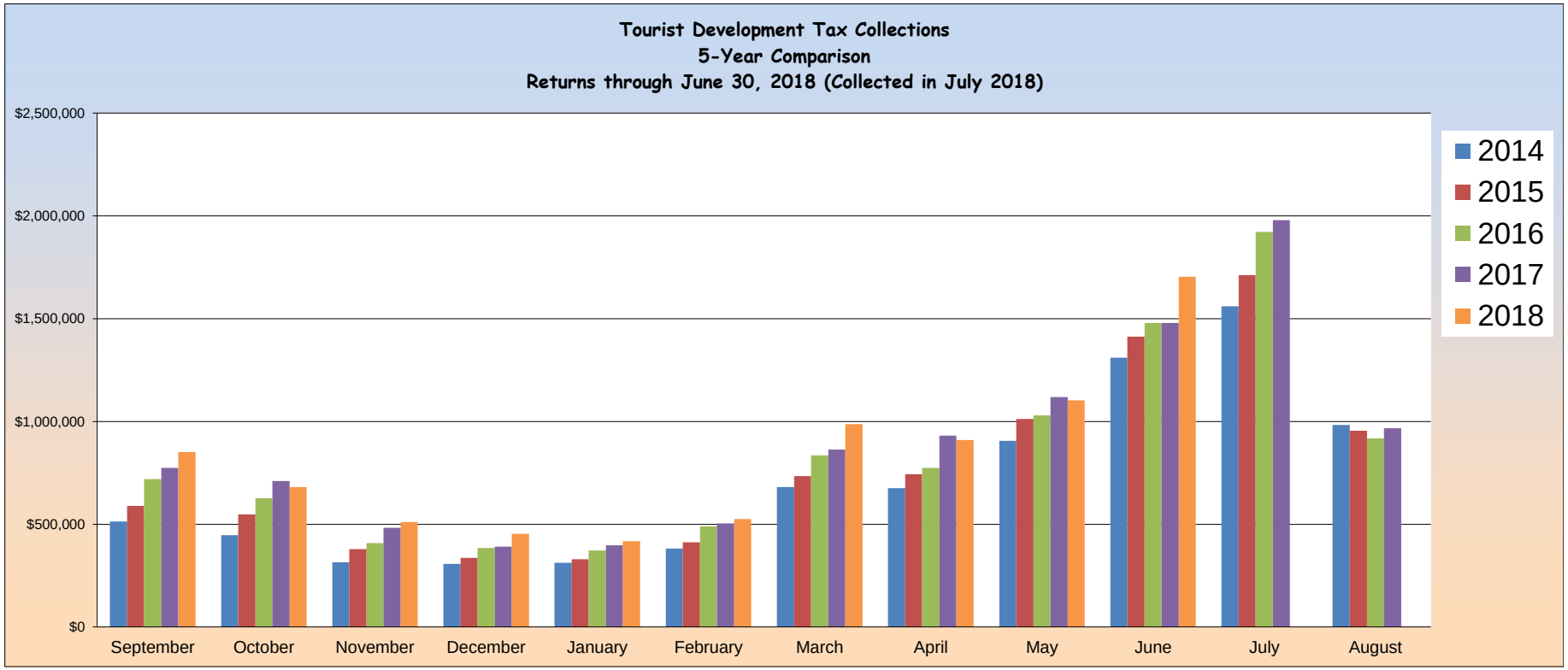
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the June 2018 returns received in the month of July 2018, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the tenth month of collections for the Fiscal Year 2018; total collections for the month of June 2018 returns was $1,704,415.40; this is a 15.20% increase over the June 2017 returns; total collections year to date are 6.40% more than the comparable timeframe in Fiscal Year 2017.

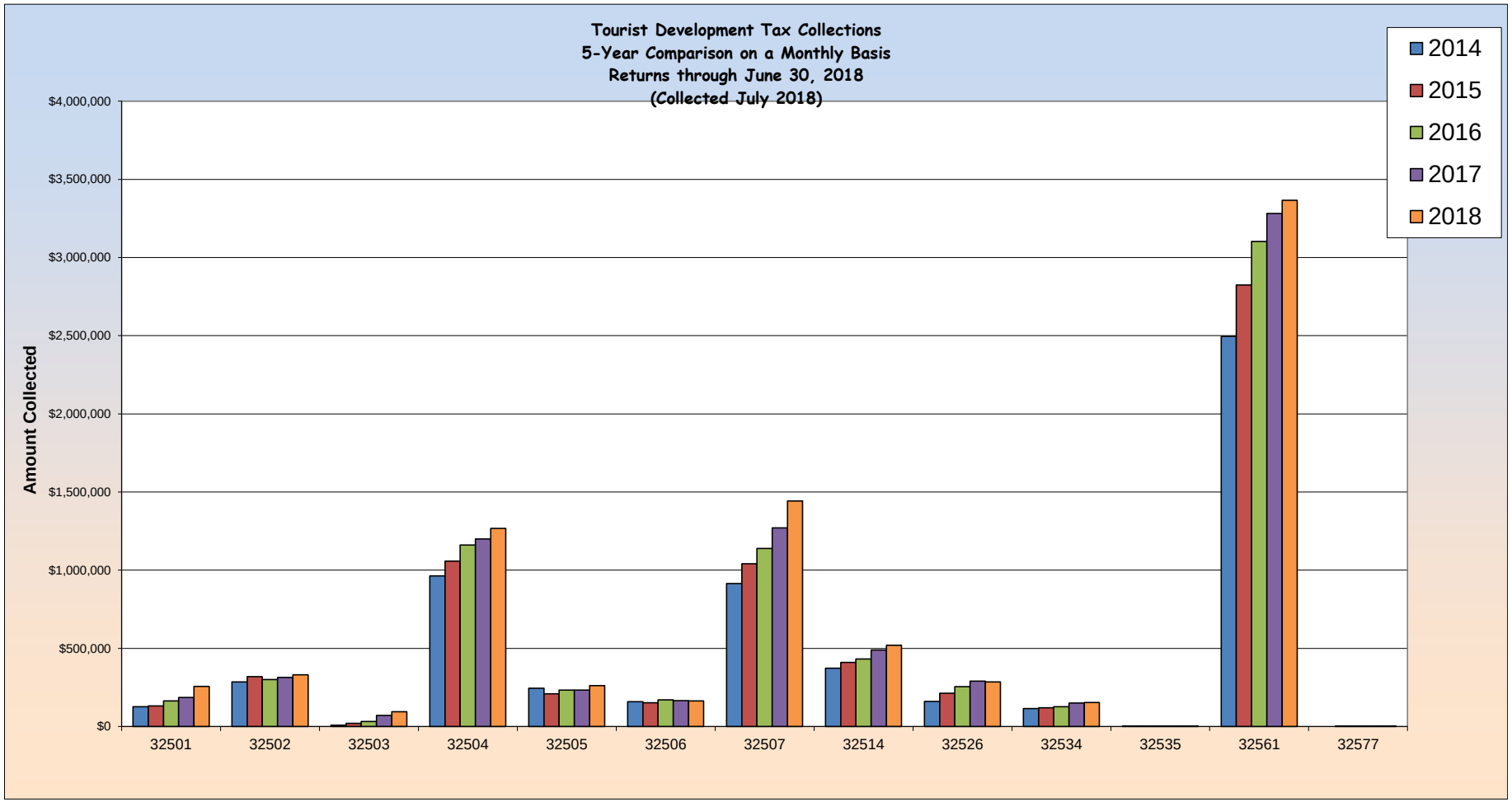
Attachments

June 2018 TDT Collections Received in July

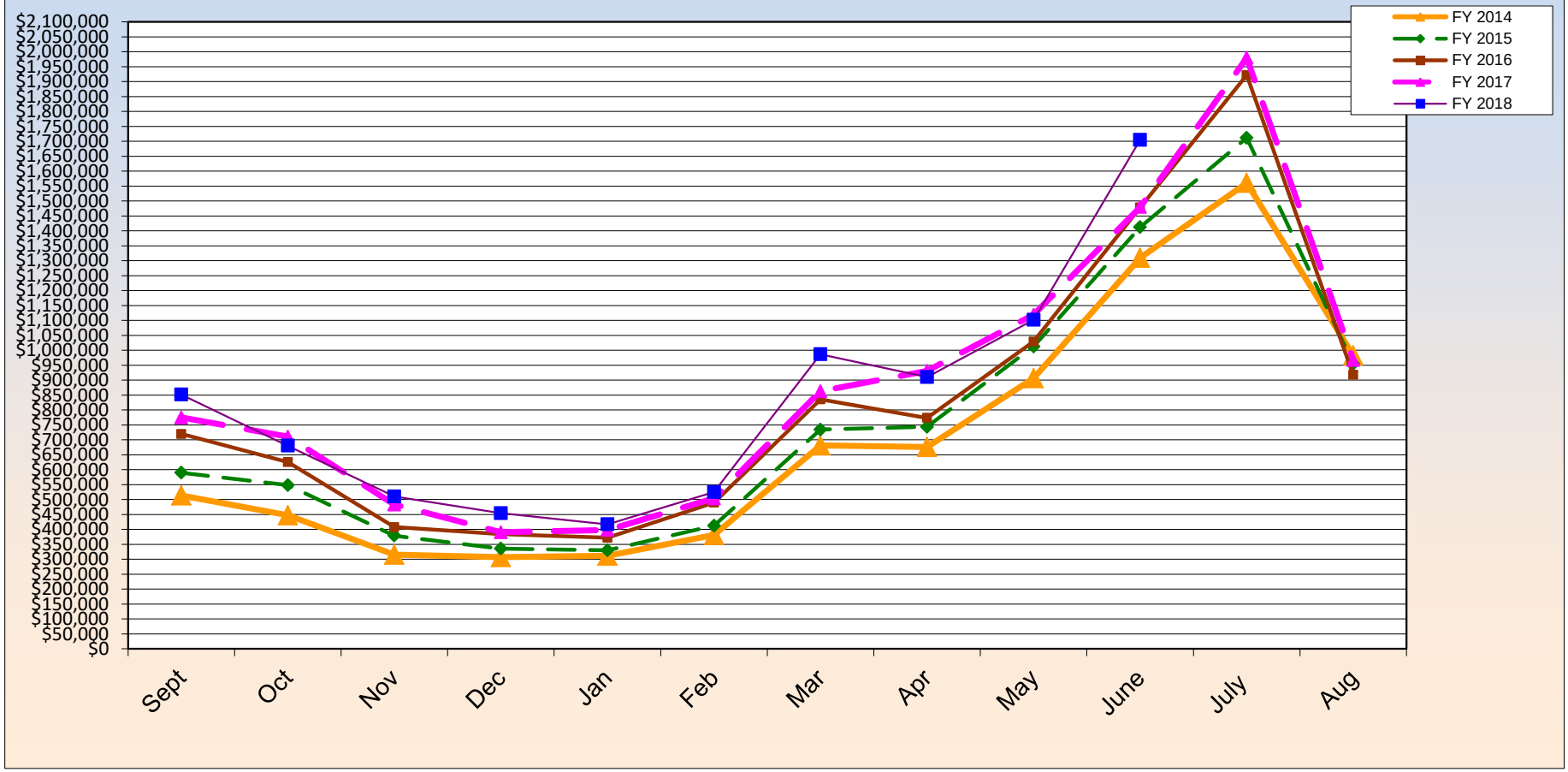
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF JULY 2018

Zip Code	Fiscal Year 2018 YTD Collected	Fiscal Year 2017 YTD Collected	Difference	% Change
32501	257,074	184,800	72,274	39%
32502	330,331	313,013	17,318	6%
32503	94,702	71,686	23,016	32%
32504	1,267,303	1,200,083	67,220	6%
32505	261,265	232,994	28,271	12%
32506	163,493	165,943	(2,450)	-1%
32507	1,443,046	1,271,253	171,793	14%
32514	518,875	489,802	29,073	6%
32526	285,578	289,823	(4,245)	-1%
32534	152,730	150,192	2,538	2%
32535	1,381	1,470	(89)	-6%
32561	3,365,580	3,281,112	84,468	3%
32562	-	-	-	0%
32577	388	168	220	130%
Total	**$ 8,141,746**	**$ 7,652,339**	489,407	**6%**


Tourist Development Tax Collections
5-Year Comparison
Returns through June 30, 2018 (Collected in July 2018)
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2014
2015
2016
2017
2018


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through June 30, 2018
(Collected July 2018)
2014
2015
2016
2017
2018
Amount Collected
$4,000,000
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577

TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2014 - FY 2018
Returns through June 30, 2018 (Collected in July 2018)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2018
AS OF JULY 31, 2018

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/17	**20,189**	2%	**33,110**	4%	**8,054**	1%	**127,370**	15%	**26,827**	3%
11/17	**15,305**	2%	**30,151**	4%	**7,908**	1%	**112,522**	17%	**16,690**	2%
12/17	**15,278**	3%	**26,266**	5%	**7,092**	1%	**103,569**	20%	**15,923**	3%
01/18	**14,881**	3%	**22,042**	5%	**7,184**	2%	**93,898**	21%	**18,961**	4%
02/18	**16,581**	4%	**20,599**	5%	**6,278**	2%	**93,500**	22%	**17,664**	4%
03/18	**23,638**	5%	**27,222**	5%	**7,113**	1%	**99,293**	19%	**21,179**	4%
04/18	**34,008**	3%	**38,474**	4%	**11,949**	1%	**152,410**	15%	**34,756**	4%
05/18	**34,862**	4%	**40,502**	4%	**11,202**	1%	**142,785**	16%	**31,626**	3%
06/18	**34,292**	3%	**40,063**	4%	**12,965**	1%	**152,719**	14%	**35,518**	3%
07/18	**48,038**	3%	**51,902**	3%	**14,956**	1%	**189,236**	11%	**42,120**	2%
Total	**$ 257,074**	**3%**	**$ 330,331**	**4%**	**$ 94,702**	**1%**	**$ 1,267,303**	**16%**	**$ 261,265**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/17	**17,729**	2%	**141,510**	17%	**48,279**	6%	**28,141**	3%	**16,787**	2%
11/17	**14,116**	2%	**117,580**	17%	**45,400**	7%	**25,079**	4%	**13,812**	2%
12/17	**12,723**	2%	**58,984**	12%	**41,547**	8%	**24,823**	5%	**11,206**	2%
01/18	**10,887**	2%	**44,414**	10%	**38,809**	9%	**24,691**	5%	**10,404**	2%
02/18	**10,328**	2%	**59,924**	14%	**39,584**	9%	**22,010**	5%	**10,365**	2%
03/18	**11,701**	2%	**85,625**	16%	**39,610**	8%	**22,481**	4%	**11,745**	2%
04/18	**18,397**	2%	**167,734**	17%	**62,926**	6%	**33,533**	3%	**19,546**	2%
05/18	**18,378**	2%	**135,773**	15%	**58,839**	6%	**32,623**	4%	**17,144**	2%
06/18	**20,256**	2%	**200,553**	18%	**65,249**	6%	**31,913**	3%	**18,518**	2%
07/18	**28,979**	2%	**430,950**	25%	**78,631**	5%	**40,285**	2%	**23,202**	1%
Total	**$ 163,493**	**2%**	**$ 1,443,046**	**$ 2**	**$ 518,875**	**$ 1**	**$ 285,578**	**$ -**	**$ 152,730**	**2%**

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/17	**138**	0%	**383,626**	45%	**-**	0%	**16**	0%	**851,778**	100%
11/17	**186**	0%	**281,499**	41%	**-**	0%	**50**	0%	**680,298**	100%
12/17	**200**	0%	**192,757**	38%	**-**	0%	**35**	0%	**510,405**	100%
01/18	**88**	0%	**167,637**	37%	**-**	0%	**17**	0%	**453,912**	100%
02/18	**-**	0%	**120,225**	29%	**-**	0%	**-**	0%	**417,058**	100%
03/18	**304**	0%	**174,793**	33%	**-**	0%	**33**	0%	**524,739**	100%
04/18	**171**	0%	**412,832**	42%	**-**	0%	**85**	0%	**986,822**	100%
05/18	**173**	0%	**386,040**	42%	**-**	0%	**64**	0%	**910,012**	100%
06/18	**120**	0%	**490,083**	44%	**-**	0%	**60**	0%	**1,102,309**	100%
07/18	**-**	0%	**756,088**	44%	**-**	0%	**29**	0%	**1,704,415**	100%
Total	**$ 1,381**	**0%**	**$ 3,365,580**	**41%**	**$ -**	**$ -**	**$ 388**	**0%**	**$ 8,141,746**	**100%**

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2017
AS OF JULY 31, 2017

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/16	**19,380**	3%	**28,706**	4%	**7,582**	1%	**107,704**	14%	**18,717**	2%
11/16	**16,302**	2%	**29,923**	4%	**6,327**	1%	**113,135**	16%	**19,922**	3%
12/16	**14,867**	3%	**25,670**	5%	**5,411**	1%	**99,858**	21%	**16,651**	3%
01/17	**12,246**	3%	**20,593**	5%	**4,367**	1%	**80,988**	21%	**15,052**	4%
02/17	**12,855**	3%	**20,184**	5%	**4,061**	1%	**88,341**	22%	**16,726**	4%
03/17	**16,219**	3%	**26,153**	5%	**5,274**	1%	**95,993**	19%	**19,123**	4%
04/17	**20,894**	2%	**35,754**	4%	**8,948**	1%	**145,212**	17%	**31,829**	4%
05/17	**20,380**	2%	**38,255**	4%	**7,697**	1%	**141,063**	15%	**27,182**	3%
06/17	**24,674**	2%	**43,047**	4%	**9,951**	1%	**160,413**	14%	**31,577**	3%
07/17	**26,982**	2%	**44,728**	3%	**12,068**	1%	**167,378**	11%	**36,214**	2%
Total	**$ 184,800**	**2%**	**$ 313,013**	**4%**	**$ 71,686**	**1%**	**$ 1,200,083**	**15%**	**$ 232,994**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/16	**14,090**	2%	**127,016**	16%	**40,876**	5%	**26,793**	3%	**11,880**	2%
11/16	**17,582**	2%	**111,916**	16%	**39,351**	6%	**26,474**	4%	**12,889**	2%
12/16	**11,410**	2%	**53,079**	11%	**39,610**	8%	**24,256**	5%	**11,841**	2%
01/17	**8,637**	2%	**40,510**	10%	**35,625**	9%	**23,062**	6%	**11,310**	3%
02/17	**12,085**	3%	**52,690**	13%	**37,083**	9%	**23,259**	6%	**12,137**	3%
03/17	**13,158**	3%	**70,759**	14%	**40,304**	8%	**30,673**	6%	**13,739**	3%
04/17	**21,455**	2%	**129,291**	15%	**62,062**	7%	**31,662**	4%	**19,449**	2%
05/17	**19,189**	2%	**143,419**	15%	**57,860**	6%	**31,242**	3%	**17,208**	2%
06/17	**21,821**	2%	**185,667**	17%	**67,355**	6%	**35,058**	3%	**19,374**	2%
07/17	**26,518**	2%	**356,906**	24%	**69,676**	5%	**37,343**	3%	**20,365**	1%
Total	**$ 165,943**	**2%**	**$ 1,271,253**	**18%**	**$ 489,802**	**6%**	**$ 289,823**	**$ -**	**$ 150,192**	**2%**

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/16	**105**	0%	**371,593**	48%	**-**	0%	**100**	0%	**774,538**	100%
11/16	**229**	0%	**316,293**	45%		0%		0%	**710,343**	100%
12/16	**135**	0%	**180,363**	37%	**-**	0%		0%	**483,151**	100%
01/17	**75**	0%	**137,912**	35%	**-**	0%		0%	**390,380**	100%
02/17	**135**	0%	**118,318**	30%	**-**	0%		0%	**397,875**	100%
03/17	**126**	0%	**172,429**	34%	**-**	0%		0%	**503,949**	100%
04/17	**191**	0%	**355,829**	41%	**-**	0%	**68**	0%	**862,643**	100%
05/17	**191**	0%	**427,495**	46%		0%		0%	**931,179**	100%
06/17	**148**	0%	**519,609**	46%		0%		0%	**1,118,695**	100%
07/17	**136**	0%	**681,271**	46%	**-**	0%	**-**	0%	**1,479,585**	100%
Total	**$ 1,470**	**0%**	**$ 3,281,112**	**45%**	**$ -**	**0%**	**$ 168**	**0%**	**$ 7,652,339**	**100%**

Tourist Development Tax Collection Data
Reported in Fiscal Year Format
Escambia County Florida

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2009-2018									
Month Of	For The										
Collection	Month Of	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
OCT	SEP	277,444	274,902	321,850	343,637	398,300	385,209	442,268	539,766	580,905	638,833
NOV	OCT	231,361	238,423	276,214	304,579	325,198	335,284	411,054	469,351	532,757	510,223
DEC	NOV	185,367	214,475	226,459	244,845	254,898	236,608	284,253	305,743	362,364	382,803
JAN	DEC	169,734	164,750	192,546	212,164	207,117	230,300	251,856	288,130	292,783	340,434
FEB	JAN	176,773	171,885	192,262	200,843	205,954	233,879	247,492	279,148	298,406	312,794
MAR	FEB	215,131	201,473	241,571	270,226	283,812	286,019	309,204	367,477	377,962	393,554
APR	MAR	297,195	330,261	397,690	464,002	518,242	510,758	550,693	626,572	646,982	740,116
MAY	APR	338,268	358,871	417,733	447,350	455,554	506,593	557,617	580,106	698,384	682,509
JUN	MAY	387,513	417,285	510,038	542,048	601,927	679,428	759,528	771,756	839,021	826,731
JUL	JUN	598,667	510,928	708,757	876,396	946,229	982,133	1,059,211	1,109,041	1,109,689	1,278,312
	TOTAL	**$ 2,877,453**	**$ 2,883,253**	**$ 3,485,121**	**$ 3,906,089**	**$ 4,197,231**	**$ 4,386,211**	**$ 4,873,175**	**$ 5,337,091**	**$ 5,739,254**	**$ 6,106,310**

TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY, FLORIDA

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2009-2018									
Month Of	For The										
Collection	Month Of	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
OCT	SEP	92,482	91,634	107,283	114,546	132,767	128,403	147,425	179,922	193,635	212,944
NOV	OCT	77,120	79,474	92,072	101,526	108,399	111,761	137,018	156,450	177,586	170,074
DEC	NOV	61,789	71,492	75,487	81,615	84,966	78,869	94,751	101,914	120,788	127,601
JAN	DEC	56,578	54,917	64,182	70,721	69,039	76,767	83,950	96,043	97,594	113,478
FEB	JAN	58,924	57,295	64,087	66,948	68,651	77,960	82,497	93,049	99,469	104,265
MAR	FEB	71,710	67,158	80,524	90,075	94,604	95,340	103,068	122,492	125,987	131,185
APR	MAR	99,065	110,087	132,563	154,667	172,747	170,253	183,564	208,857	215,661	246,706
MAY	APR	112,756	119,624	139,244	149,117	151,851	168,864	185,872	193,369	232,795	227,503
JUN	MAY	129,171	139,095	170,013	180,683	200,642	226,476	253,176	257,252	279,674	275,577
JUL	JUN	199,556	170,309	236,252	292,132	315,410	327,378	353,070	369,680	369,896	426,104
TOTAL		**$959,151**	**$961,084**	**$1,161,707**	**$1,302,030**	**$1,399,077**	**$1,462,070**	**$1,624,392**	**$1,779,030**	**$1,913,085**	**$2,035,437**

Pam Childers
Clerk of the Circuit Court and Comptroller, Escambia County
Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-14774 **Clerk & Comptroller's Report 10. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 09/06/2018
Issue: Documents Provided for Filing with the Board's Minutes
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:
Recommendation Concerning Documents Provided for Filing with the Board's Minutes

That the Board accept, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office:

A. Closing documents for the sale of surplus property located at 901 Krasnosky Street, based on the Board's action of July 10, 2014, approving the sale of 19 parcels of real property that were escheated to the County; and

B. The State of Florida Florida Fish and Wildlife Conservation Commission Amendment No. 1 to Agreement No. 15153, based on the Board's action of January 7, 2016, authorizing the Chairman to sign the Agreement and any subsequent documents related to the acceptance, execution, reporting, no-cost time extensions, and amendments to the Agreement, subject to Legal review and approval, without further action of the Board.

Attachments

20140710 Closing documents
20160107 Amendment to Agreement

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

7. Taking the following action concerning the surplus and sale of real properties, located at the following locations, that have escheated to the County:

A. Authorizing the County Attorney to take such necessary actions to evict the occupants of County-owned properties, if they are still occupying the premises;

B. Declaring surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District noted:

Account	Reference	2013 PA Value	Address	District
063673000	332S301300006012	$9,984	3700 West Moreno Street Block	3
064006100	332S303300092265	$6,935	3502 West Cervantes Street	2
064094000	332S303301005274	$7,434	3403 West Lloyd Street	3
064306500	332S304000013242	$6,814	600 Y Street Block	2
070787000	342S300660000021	$6,032	3722 James Street	2
070979200	342S300850001002	$3,311	901 Krasnosky Street	2
070989000	342S300860050001	$5,652	3704 West Cervantes Street	2
071619000	342S301150011003	$11,400	17 Carey Avenue	2
074108730	372S303400014002	$8,075	10 Beth Circle	2
081010000	502S305040003004	$7,195	706 Wingate Street	2
081479000	512S306000000008	$17,586	20 West Washington Street	2
081839000	502S306070120004	$7,600	89 Leyte Drive	2
084039000	592S301000010017	$14,250	13 Elegans Avenue	2
084369000	592S302700002038	$7,960	200 Seamarge Lane Block	2
070729000	342S300590034059	$10,347	533 North Green Street	3

(Continued on Page 21)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

7. Continued…

B. Continued…

Account	Reference	2013 PA Value	Address	District
092642000	012S314301001002	$6,175	4900 Sierra Drive Block	1
094070110	192S314209003002	$4,180	200 S Crow Road Block	1
101348500	362S311010000005	$16,862	5900 Princeton Drive Block	1
112711110	091N311000233004	$5,107	Off Muscogee Road	5

C. Authorizing the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

D. Authorizing the Chairman to sign all documents related to the sales.

8. Taking the following action concerning PD 13-14.054, Financial Auditing Services (Funding: Fund 001, General Fund, Cost Center 140201, Object Code 53101):

A. Approving the following ranking of the Proposal Review Committee:

(1) Warren Averett, LLC;
(2) Saltmarsh, Cleaveland and Gund; and
(3) Carr, Riggs & Ingram CPA's and Advisors; and

(Continued on Page 22)

ESCAMBIA COUNTY

INTER-OFFICE MEMORANDUM

TO: Liz Carew, Deputy Clerk to the Board

FROM: Stephen G. West, Senior Assistant County Attorney

DATE: August 3, 2018

RE: Sale of Surplus Property:
901 Krasnosky Street
BCC Approved: 7-10-2014 & 7-19-2018

The real property closing for the County's sale of property at 901 Krasnosky Street to Robert T. Bancells has been completed. Attached are the following documents for filing with the Board records.

1. Copy of deed from the County to Robert T. Bancells recorded in OR Book 7943 at page 864.
2. Original Settlement Statement.
3. Original Satisfaction of Conditions Precedent to Closing.
4. Original Agreement for Sale and Purchase.

If you have any questions, do not hesitate to give me a call.

SGW/el
Attachments
Cc: Tara Cannon, OMB, Property Division (w/encl.)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018061007 8/3/2018 11:22 AM
OFF REC BK: 7943 PG: 864 Doc Type: D
Recording $18.50 Deed Stamps $18.90

This document was prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED

THIS DEED is made this 2nd day of August, 2018, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and Robert T. Bancells, whose address is 1229 Dunmire Street, Pensacola, FL 32504 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of Two Thousand, Six Hundred, Eighty-Two Dollars ($2,682.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the following land in Escambia County, Florida, more particularly described as follows:

BEG AT INTER OF N LI OF JACKSON ST & E LI OF DOMINQUEZ GRANT WLY ALG N LI OF JACKSON ST 1492 FT TO INTER OF E R/W LI OF LYNCH ST N 14 DEG 30 MIN W ALG SD R/W LI 731 FT N 72 DEG 0 MIN E 176 FT FOR POB CONT N 72 DEG 0 MIN E 74 FT N 14 DEG 30 MIN W 100 FT S 72 DEG 0 MIN W 78 52/100 FT S 17 DEG 05 MIN 33 SEC E 99 84/100 FT TO POB PLAT DB 128 P 575 OR 3502 P 37 OR 4258 P 1074 CA 158
Section 34, Township 2 South, Range 30 West
Reference Number: 34-2S-30-0850-001-002
Tax Account Number 07-0979-200

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2018 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

AS AUTHORIZED by the Board of County Commissioners at its meeting on July 19, 2018, this conveyance includes all of Grantor's interest in, and title in and to all the phosphate, minerals, metals and petroleum that are or may be in, on, or under the Property.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

Deputy Clerk

Jeff Bergosh, Chairman

Date Executed

August 2, 2018

BCC Approved: 07-10-2014 and 7-19-2018

Settlement Statement

BUYER: Robert T. Bancells
SELLER: Escambia County, Florida
PROPERTY: 901 Krasnosky Avenue
DATE: _____

CLOSING EXPENSES

		Paid from BUYER'S Funds at Settlement	Paid from SELLER'S Funds at Settlement
2018 Ad Valorem Taxes		POC	EXEMPT
Recording Fees:			
	Deed (2 pages)	$ 18.50	
Documentary Stamp Tax:			
	Deed (.70 per $100)	$ 18.90	
Title Insurance		POC	
Seller's Attorney Fees		$ 230.00	
TOTAL CLOSING EXPENSES:		$ 267.40	$ -
Purchase Price due from Buyer		$ 2,682.00	
Less Bid Deposit		$ 268.20	
Purchase Price due from Buyer		$ 2,413.80	
TOTAL AMOUNT TO CLOSE		**$ 2,681.20**	**$ -**

THE UNDERSIGNED CLOSING ATTORNEY REPRESENTS THE SELLER IN THIS TRANSACTION AND DOES NOT UNDERTAKE TO PROVIDE ADVICE OR LEGAL REPRESENTATION TO THE BUYER.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:
ESCAMBIA COUNTY, FLORIDA, by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

Deputy Clerk

Date Executed
August 2, 2018

BCC Approved: 07-10-2014 & 7-19-2018

BUYER:

Witness

Peyton Cook
Print Name

Witness

Elizabeth A. Larrieu
Print Name

Robert T. Bancells

Robert T. Bancells

DISBURSEMENTS

Amounts Received from:

Buyer:	$	2,681.20
Seller:	$	-
Total Received:	**$**	**2,681.20**

Amounts Disbursed to:

Pam Childers, Clerk of Court (Doc Stamps & Recording Fees)	$	37.40
Escambia County, Florida (Purchase Price & Seller's Attorney Fees)	$	2,643.80
Total Disbursed:	**$**	**2,681.20**

Stephen G. West, Senior Assistant County Attorney

SATISFACTION OF CONDITIONS
PRECEDENT TO CLOSING

The undersigned parties acknowledge that all contingencies in the Agreement for Sale and Purchase have been satisfied or waived.

Executed by **Seller** on the 2nd day of August, 2018.

SELLER:
ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

Deputy Clerk

BCC Approved: 07/10/2014 & 07/19/2018

Executed by **Buyer** on the 1st day of August, 2018.

BUYER:

Witness

Print Name Peyton Cook

Witness

Print Name Elizabeth McCarren

By: Robert T. Bancells

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this _____ day of _____, 2018, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and Robert T. Bancells, whose address is 1229 Dunmire Street, Pensacola, Florida 32504 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below;

BEG AT INTER OF N LI OF JACKSON ST & E LI OF DOMINQUEZ GRANT WLY ALG N LI OF JACKSON ST 1492 FT TO INTER OF E R/W LI OF LYNCH ST N 14 DEG 30 MIN W ALG SD R/W LI 731 FT N 72 DEG 0 MIN E 176 FT FOR POB CONT N 72 DEG 0 MIN E 74 FT N 14 DEG 30 MIN W 100 FT S 72 DEG 0 MIN W 78 52/100 FT S 17 DEG 05 MIN 33 SEC E 99 84/100 FT TO POB PLAT DB 128 P 575 OR 3502 P 37 OR 4258 P 1074 CA 158
Section 34, Township 2 South, Range 30 West
Reference Number: 34-2S-30-0850-001-002
Tax Account Number 07-0979-200

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on July 10, 2014, Seller approved the sale of the Property; and

WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.

2. Purchase Price and Method of Payment. The purchase price for the Property is Two Thousand Six Hundred Eighty-Two Dollars ($2,682.00) and must be paid by certified or official check at closing.

3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or

encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title insurance commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. Survey. Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. Financing. Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. Possession. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property.

Buyer represents that it is a knowledgeable buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, has the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10. Conveyance of Property. At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:

a. Ad valorem real property taxes and assessments for the year 2018 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 30 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER	BUYER	
_____	__X__	Deed Documentary Stamps
_____	__X__	Survey, if any
_____	__X__	Recording (Deed)
_____	__X__	County Attorney's Fees (Document Preparation)
_____	__X__	Title Insurance, if any
_____	__X__	Structural and Environmental Inspections, if any
_____	__X__	Real Estate Professional Fee or Commission, if any

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.

b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely by Buyer.

14. Conditions Precedent to Closing. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.

b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.

c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.

d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.

e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.

f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to

the other party.

15. Assignability. This Agreement cannot be assigned by Buyer without the prior written consent of Seller.

16. Litigation and Attorneys' Fees. Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.

17. Time of the Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.

18. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

20. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

21. Brokerage. Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed in connection with the sale and purchase contemplated in the Agreement.

22. Default and Termination. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

23. Notices. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

TO THE SELLER:
Escambia County
County Administrator
221 Palafox Place
Pensacola, Florida 32502

TO THE BUYER:
Robert T. Bancells
1229 Dunmire Street
Pensacola, Florida 32504

WITH A COPY TO:
County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. Further Assurances. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. Relationship of the Parties. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

27. Property Tax Disclosure Summary. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the 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 information.

28. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

Deputy Clerk

Jeff Bergosh, Chairman

Date Executed
August 2, 2018

BCC Approved: 07/10/2014 & 07/19/2018

BUYER:

Witness
Print Name Peyton Cook

Witness
Print Name Elizabeth A. Larrieu

Robert T. Bancells

Robert T. Bancells

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14 day of August, 2018, by Robert T. Bancells. He (_) is personally known to me, or (X) has produced current FL Drivers License as identification.

ELIZABETH A. LARRIEU
MY COMMISSION # GG 050305
EXPIRES: March 23, 2021
Bonded Thru Budget Notary Services

Signature of Notary Public

Elizabeth A. Larrieu
Printed Name of Notary Public

(Notary Seal)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-26. Approval of Various Consent Agenda Items – Continued

16. Taking the following action concerning Agreement No. 15153 with the Florida Fish and Wildlife Conservation Commission for the Escambia County NRDA Artificial Reef Construction 2015-2016 (Funding: Fund 118, Gulf Coast Restoration Fund, Cost Center to be determined at time of SBA *[Supplemental Budget Amendment]*):

    A. Approving Agreement No. 15153, in an amount not to exceed $2,701,795.15, with the Florida Fish and Wildlife Conservation Commission, for the Escambia County NRDA (Natural Resources Damages Assessment) Artificial Reef Construction 2015-2016; and

    B. Authorizing the Chairman to sign the Agreement and any subsequent documents related to acceptance, execution, reporting, no-cost time extensions and amendments to this Agreement, subject to Legal review and approval, without further action of the Board.

    Note: The County Attorney's Office has requested that the Board be made aware of the language in Paragraph 34, Severability, Choice of Law and Choice of Venue (Page 17 of 20), last sentence: "Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues."

17. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Site and Utility, LLC, per the terms and conditions of PD 15-16.010, North Point Culverts, for a lump sum bid of $381,160; the legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, November 9, 2015; a Mandatory Pre-Solicitation Meeting was held on Tuesday, November 24, 2015; seven firms were represented at that meeting; bids were received from three contractors on Wednesday, December 9, 2015 (Funding: Fund 112, Disaster Recovery, Cost Center 330492, Object Code 54612/ 56301, Project # ESCPW 47).

Escambia County
Clerk's Original

1/7/2014 CAR II-16

FWC Agreement No. 15153-A1

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AMENDMENT NO. 1 TO AGREEMENT

This Amendment to Agreement No. 15153, referred to as the Original Agreement, is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and Escambia County Board of County Commissioners, FEID# 59-60000842, whose address is 221 Palafox Street, Pensacola, FL 32502, hereinafter "Grantee", collectively, "Parties".

In consideration of the mutual benefits set forth herein and in the Original Agreement, the parties agree to amend the Original Agreement, as follows, which amendments shall govern to the exclusion of any provision of the Original Agreement to the contrary:

1. All references in the Original Agreement and Attachment A to the Agreement expiration date of August 31, 2018 are hereby changed to June 30, 2019.

All provisions of the ORIGINAL CONTRACT not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Contract to be executed through their duly authorized signatories on the day and year last written below.

ESCAMBIA COUNTY

Name: Jeff Bergosh, Chairman

Title: _____

Date: 12/5/2017

PAM CHILDERS
ATTEST: Clerk of the Circuit Court
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Name: Thomas H. Eason

Title: ASSISTANT EXECUTIVE DIRECTOR

Date: 2/23/18

Approved for form and legality by Escambia County:

Name: _____

Approved as to form and legality by FWC Attorney:

Bridget K. McDonnell

Name: Bridget K. McDonnell

Pam Childers
Clerk of the Circuit Court and Comptroller, Escambia County
Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-14688 **Clerk & Comptroller's Report 10. 4.**
BCC Regular Meeting **Consent**
Meeting Date: 09/06/2018
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:
Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held August 9, 2018;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held August 16, 2018; and

C. Approve the Minutes of the Regular Board Meeting held August 16, 2018.

Attachments

20180809 CW Report
20180816 Agenda Work Session
20180816 Regular BCC Meeting Minutes

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP
OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

AUGUST 9, 2018

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4
Commissioner Douglas B. Underhill, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Shamara Jernigan, Administrative Assistant, County Administrator's Office
Jessica Whittle, Legal Assistant, Clerk and Comptroller's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Report prepared by: Jessica Whittle

AGENDA NUMBER

1. Call to Order

   Chairman Bergosh called the Committee of the Whole (C/W) Workshop to order at 9:01 a.m.

2. Was the Meeting Properly Advertised?

   The C/W was advised by Jessica Whittle, Legal Assistant, Clerk and Comptroller's Office, that the meeting was advertised in the *Pensacola News Journal* in the Board's weekly meeting schedule.

3. Covenant with the Community

   A. Board Discussion – The C/W:

      (1) Was advised by Quint Studer that:

         (a) The goal of Covenant for the Community is to ensure that 70% of county-funded job opportunities are kept local; supporting documentation is available regarding past projects to demonstrate the number of local people and the amount of money that stayed local;

(Continued)

3. Continued…

A. Continued…

(1) Continued…

(b) Over $90 million has been spent in private construction over the past decade following the implementation of the Covenant for the Community, with great success; there was some early fear that the quality of local work wouldn't be as good or costs would be higher, but neither fear was founded; and

(c) Areas of need where vacancies aren't able to be filled locally have been communicated to George Stone and the School District to create opportunities for programming; additionally, when there were no local bids for the Southtowne construction project due to the size of the project, the selected companies still were able to follow the Covenant for the Community and employ local talent;

(2) Was advised by Commissioner Barry that:

(a) There have been about a dozen times over the years where local companies have taken advantage of the opportunity to match a low bid, and it has taken a couple of years to get a good system in place, but it has become known that the County has a preference for local work;

(b) Opportunities are advertised for local businesses to match the pricing of large state contracts so that businesses that may not wish to contract to provide an unlimited number of vehicles or equipment at a certain price, are able to provide a smaller number of vehicles at that price point if they wish to;

(c) The County has the ability to dictate some things and the ability to request others; if a contract is awarded and the Covenant is not followed, the contract will not be voided and resolicited, but there will be an opportunity for conversation as to why the Covenant was not upheld, which can identify needs in the workforce; and

(d) He has constituent businesses and employees who have benefited greatly from the privately-funded projects that followed the Covenant, and he looks forward to seeing that happen with county work, as well; and

(Continued)

3. Continued…

A. Continued…

(3) Was advised by Commissioner Robinson that he believes the Covenant further benefits the community by providing data on positions that aren't able to be filled locally so the needs can be addressed through educational programming, 70% is a good level to start, and there will be opportunities to make changes as needed in the future;

(4) Was advised by Commissioner May that:

(a) He is very supportive of the Covenant for the Community, as he has seen young individuals benefit from local initiatives;

(b) He believes the County has done a poor job of inclusion, diversity, and opportunity for small, minority, and African-American businesses, as well as failed to meet mandates for inclusion associated with federal funding; and

(c) There was an informal agreement that the new correctional facility project would hire locally, and while they can't be forced to do so, the vendors have held multiple job fairs and have made a commitment to hiring locally; and

(5) Was advised by Commissioner Underhill that:

(a) He is confident that a person of color in Escambia County, given the same equipment and the same training, can step onto any playing field to compete and win; he feels this initiative is a jump from leveling the playing field to leveling the scorecard, and while it may be an appropriate standard for the private sector, asking the government to set those standards is getting away from small government and the model of the free market system that allows the competition of ideas and the competition of talent;

(b) All of the goals of the Covenant for the Community are great goals for the private sector, but they are not appropriate for the County; Escambia County residents are as smart, as talented, as capable, and more hard-working than most people he has met, and they are able to compete without protectionism; and

(Continued)

3. Continued…

A. Continued…

(5) Continued…

(c) A 5-0 vote would not be reflective of the people, and he will vote against the Covenant because he does not believe it is the government's place to dictate those things to the private sector; and

(6) Was advised by Jack Brown, County Administrator, that a portion of the jail construction project is funded by FEMA, therefore the entire project is required to adhere to federal guidelines; the County has been adhering to all federal guidelines, and he doesn't see any problem with implementing aspirational goals;

(7) Was advised by Amy Lovoy, Assistant County Administrator, that the FEMA regulations require outreach to minority firms in the procurement process and prevent any specific set-asides or preferential treatment of locals in outreach efforts;

(8) Heard a request from Commissioner Bergosh that County Attorney Rogers bring information to the Board concerning set-asides and outreach on federally-funded projects at a future meeting; and

(9) Was advised by John Myslak, Dawson Construction, that one project where no local companies were able to successfully bid was awarded to an outside company that brought in a skeleton crew and hired local supplemental labor, which resulted in a cost savings because they did not have to pay per-diem to out-of-town employees; and

B. Board Direction – The C/W recommends that the Board approve the Covenant with the Community.

Recommended 4-1, with Commissioner Underhill voting "no"

4. Purchasing Contracting Aspirational Goals

A. Board Discussion – The C/W:

(1) Was advised by County Attorney Rogers that the County Attorney's Office drafted a proposed Resolution that sets forth the last census numbers for the community and indicates that it is the goal of the County to one day reach those metrics with regards to procurements; and

(Continued)

4. Continued…

A. Continued…

(2) Heard a request from Commissioner Bergosh that service-disabled veterans be included in Section 3; and

B. Board Direction – The C/W recommends that the Board adopt the Resolution expressing support for diversity in the County's procurements and encouraging equal opportunity for small, minority, women, and service-disabled veteran owned businesses in Escambia County

Recommended 4-1, with Commissioner Underhill voting "no"

5. Escambia County Minority Outreach Program

A. Board Discussion – The C/W viewed a PowerPoint presentation, titled *Escambia County SBE and Minority Outreach*, presented by Paul Nobles, Purchasing Manager, and the C/W:

(1) Was advised by Mr. Nobles that:

(a) The purchasing office is working with three Ordinances relating to the procurement of goods and services for Escambia County: Local Preference, Small Business Enterprise Program, and Participation of Minority and Women Business Enterprises;

(b) The purchasing office has acquired new software, Vendor Registry, to:

- Assist in outreach for diversity;
- Assist vendors in identifying what they're capable of providing;
- Allow vendors to update their own information at any time;
- Identify minorities, to include African-American, Hispanic, Asian, and Native American;
- Identify small businesses, including female-owned, veteran-owned, and service-disabled veteran-owned;
- Provide data at any time it is requested; and
- Provide registered vendors notice of solicitations and quotes

(Continued)

5. Continued…

A. Continued…

(1) Continued…

(c) Historic data was not able to be migrated to the new software, so outreach has been conducted to all vendors on the City's list and all firms on the State of Florida Department of Management Services supplier diversity list, and all new purchase orders include a letter requesting that vendors sign up;

(d) As of August 1, 2018, there were 766 registered vendors; however, some are non-compliant due to a requirement that vendors provide their business license; there were 100 minority-owned businesses and 45 are local; by August 9, 2018, the number had climbed to 790 registered vendors;

(e) His goal is to get as many vendors as possible and then identify the small and minority businesses so he can assist them in submitting bids;

(f) Vendors are advised that the high amount of insurance that is required is standard from any governmental entity; staff looks for ways to help the vendors achieve the requirements, such as informing them of a program by the Small Business Administration that provides assistance with bonding up to $400,000;

(g) Vendors are advised of the perks of doing business with the County: guaranteed payment for work done, the County makes a great reference, one government job can lead to others, and it is an investment in the community;

(h) Vendors are encouraged to bid on solicitations, attend the bid opening, and attend the pre-solicitation meeting because they are excellent learning experiences and networking opportunities even if they are not the successful bidder; and

(i) The cities of Milton and Fort Walton Beach are currently using Vendor Registry; the purchasing departments in the immediate area are established with other software that requires vendors to pay to receive notifications;

(Continued)

5. Continued…

A. Continued…

(2) Was advised by Commissioner Robinson that the County is now taking steps that should have already been in place, and the data will assist in making the right decisions;

(3) Was advised by Commissioner Underhill that:

(a) Growing the number of businesses in the community that are capable of being included in the registry will be difficult, and Mr. Nobles should not hesitate to request resources from the Commissioners when needed for this purpose;

(b) He has not received any complaints since ITL took over the paratransit contract, so he is looking for a way to replicate that success story in other areas where the County does business;

(c) The goal of procurement is to get as many bid opportunities out there to produce as many competent and viable respondents as possible for each bid, regardless of color or creed; more respondents mean the County is able to produce more with every tax-payer dollar; and

(d) Local small and medium businesses should be encouraged to pool their assets to successfully bid for larger projects;

(4) Was advised by Commissioner May that he is supportive of any efforts to ensure Brownsville area businesses are made aware of the new system; there are language and cultural barriers that need to be broken down to increase the percentage of minority businesses doing business with the County; and he feels the cons should be removed from Mr. Nobles' presentation;

(5) Was advised by Jack Brown, County Administrator, that the County has met with the Gulf Coast African-American Chamber of Commerce to develop a marketing plan and with Joy Tsubooka, Community and Media Relations Manager, to develop programming for ECTV; and

(Continued)

5. Continued…

A. Continued…

(6) Was advised by Brian Wyer, Executive Director, Gulf Coast African-American Chamber of Commerce, that the Chamber has seen an increase from October of 2017 to May of 2018 on the office supplier diversity list without a large push in outreach, there is a plan to launch a campaign in October to get minority businesses registered, and there have already been increases in outreach of different capacities of the Chamber; and

B. Board Direction – The C/W recommends that the Board approve the Escambia County Minority Outreach Program.

Recommended 5-0

6. FloridaWest Five-Year Strategic Plan Update

A. Board Discussion – The C/W viewed a PowerPoint presentation, titled *FloridaWest/PEDC Five-Year Strategic Plan*, and the C/W:

(1) Heard comments from Donnie McMahon, Vice President, FloridaWest, expressing his thanks to Chris Middleton of the University of West Florida Center for Innovative Strategic Alignments for hosting two days of meetings with the Pensacola-Escambia Development Commission ("PEDC") board, the FloridaWest board, the local chambers, private partnerships, and the public;

(2) Was advised by Lewis Bear, Jr., board member of FloridaWest and Chairman of the PEDC board, that:

(a) Advancing economic development in the community improves the economy and quality of life for all citizens of the county;

(b) There is a state agency responsible for matching up individuals with specific job skills to vacant positions, but they do not develop programs for job and skills training;

(c) The strategic plan spells out the initiatives for the next five years, as well as a request for consistent funding in an effort to maintain staff; the request for the 2018/2019 year is $600,000, with increases to $650,000 in following years; and

(Continued)

6. Continued…

A. Continued…

(2) Continued…

(d) The FloridaWest Board includes two appointees, one of which is currently vacant; FloridaWest appointees serve at the will and pleasure of the Board of County Commissioners while the PEDC appointees serve a three-year term;

(3) Was advised by Scott Luth, CEO, FloridaWest, that:

(a) The FloridaWest mission was widely discussed to ensure progress in the right direction and to eliminate duplication of services; the overreaching goal for the next five years is to create another 2,000 jobs through development in the incubator, negotiating or facilitating expansion or retention projects, or bringing new companies to town; the target industry sectors include manufacturing, cyber, and IT, through strategic initiatives, as follows:

- The Co:Lab business incubator, which was established a number of years ago, has around 80 employees in the facility at this time and plans include increasing the square footage available to businesses and maintaining 80% occupancy;
- Business expansion efforts include a plan to visit at least 100 existing businesses each year to identify needs, provide support, and develop programs and resources to meet the needs of existing industry;
- Business development efforts aim to attract new employers with wages higher than the state average;
- Workforce development aims to identify talent needs and work individually with companies existing in the community to align programs in local educational institutions with the needs of the industry;
- When a company wants to come to this area or stay in the area and expand, it is important to ensure there are sites and buildings available to meet their needs; and
- The need for FloridaWest to expand internally and include additional private sector input is recognized, and it is hoped this will be achieved within the next five years;

(Continued)

6. Continued…

A. Continued…

(3) Continued…

(b) A large portion of the success on the cyber aspect is currently being achieved by other entities, including the University of West Florida; FloridaWest plans to bring in a full-time employee on October 1, 2018, to focus on this specialized area;

(c) Seventy to eighty percent of the projects currently in progress are existing industry expansion projects; data is provided by CareerSource Escarosa concerning vacancies, but measurable activity is required before reporting gains as a direct impact of FloridaWest; it is undisputed that the number of people being hired in the community continues to rise and unemployment is falling, but those gains are not necessarily attributed to FloridaWest;

(d) Sixty-five to seventy percent of staff time is spent working with, talking to, or meeting with existing industry within the community, resulting in a good return on investment; the request for funding to bring additional staff onboard will result in an increase in the number of businesses that can be reached; one measure of success will be an increase in the number of students enrolled in career academies where needs have been identified as a result of these contacts;

(e) While not identified as target industries in the plan, some local needs have been identified and are being addressed at Pensacola State College, to include truck-driver training and additional capacity within existing health care programs; and

(f) There is currently no funding in place from First Place Partners, and approximately $200,000 in private sector money is realized by membership dues and rental income through the incubator;

(4) Was advised by Keith Hoskins, Chairman, First Place Partners, that:

(a) First Place Partners is a private economic development organization that supports FloridaWest in their ventures to bring businesses into Escambia County, workforce development, and additional activities outlined in the strategy;

(Continued)

6. Continued…

A. Continued…

(4) Continued…

(b) It is critical that the strategy align with other state and regional strategies with purpose and focus to move forward; the strongest partnerships seen across the nation are private-public partnerships; and

(c) First Place Partners authored part of the strategy and consulted with FloridaWest to provide input; the workforce development, cyber, governmental affairs, and sites and buildings committees augment and support the efforts toward achieving the goals of the five-year plan; and

(5) Was advised by Karen Sindel, Escambia County Representative, FloridaWest, that there has been some frustration about how to measure what FloridaWest is doing and how to know if and when it has been successful, so one goal of the strategic plan is to answer some of those questions and provide for goals and accountability measures, as well as clearly defining the roles played by the stakeholders; the plan is a living document that can be added to, upgraded, and expanded;

(6) Was advised by Commissioner Underhill that:

(a) He is glad to see a strategic plan, but is concerned there still is not a fine division of labor between FloridaWest and Achieve Escambia;

(b) Funding has been sporadic as a result of sporadic activity; specific questions about specific deliverables were asked and were not answered, leading to quarterly payments and increased pressure;

(c) Escambia County will not be elevated until the pockets of poverty are elevated, so his personal metric will be how the activities affect the “red neighborhoods”;

(d) Each celebration on the front page of the *Pensacola News Journal* that did not come to fruition affected the credibility of FloridaWest, the ability of the Board to provide funding, and the credibility of the Board with the citizens;

(Continued)

6. Continued…

A. Continued…

(6) Continued…

(e) Cyber is in Warrington and jobs have been created faster than they can be advertised; the cyber strategic plan appears to be implementable, and he is optimistic that a year from now there will be tangible wins; and

(f) There are large areas of Brownsville and Warrington where commercial properties are still utilizing 40-year-old septic tanks; businesses are unable to get a permit to expand facilities without incurring the cost of upgrading the septic systems; without investing in the infrastructure, Warrington and Brownsville will always be unattractive to businesses coming into the area, which results in lower property values and lower tax revenues; and

(7) Was advised by Commissioner Robinson that he appreciates the work on the strategic plan, he would like to see opportunities for spin-off from successful projects similar to Jupiter Group coming to Pensacola because of the proximity to GE, and he would like to see the County commit to three years of funding;

(8) Was advised by Commissioner Barry that:

(a) He attended both full days of the strategic planning workshops, and he doesn't believe workforce development and the business incubator should be the primary mission of FloridaWest;

(b) He is confident that the boards will work together to make changes to the strategic plan, as needed; and

(c) The home-run projects such as VT-MAE are expensive and take longer to come to fruition; the visits to existing businesses that facilitate retention and expansion are a great source of information and can be used to identify needs in the community; and

(9) Was advised by Commissioner May that one expectation of FloridaWest is that critical workforce and economic development strategies be aligned with educational services; and

(Continued)

6. Continued…

   A. Continued…

      (10) Heard comments from Commissioner Bergosh expressing his thanks and support for the work done by FloridaWest and his support for the budget amount; he believes a three-year commitment sends a message to the community that the Board stands strongly behind economic development; and

   B. Board Direction – The C/W recommends that the Board commit to a three-year FloridaWest Five-Year Strategic Funding Plan "of not less than what our current space is," with a guarantee of $550,000 each year.

      Recommended 4-1, with Commissioner Underhill voting "no"

7. CareerSource Escarosa Presentation

   This agenda item was not discussed.

8. West Cervantes Street/Mobile Highway Corridor Improvements

   This agenda item was not discussed.

9. Progress Update on the New Correctional Facility

   This agenda item was not discussed.

10. Lease Fees/Property Taxes on Pensacola Beach

    This item was briefly discussed and tabled until September.

11. Budget Discussion

    This agenda item was not discussed.

12. Use of County-Owned, Gulf-Front Property, 16400 Block Perdido Key Drive

    This agenda item was not discussed.

13. Adjourn

    Chairman Bergosh declared the C/W Workshop adjourned at 11:08 a.m.

REPORT OF THE AGENDA WORK SESSION OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

AUGUST 16, 2018
(9:32 a.m. – 10:45 a.m.)

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4
Commissioner Douglas B. Underhill, District 2
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Administrative Assistant, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor, 221 Palafox Place, Pensacola, Florida

Minutes prepared by: Lizabeth Carew

1. FOR INFORMATION: The agenda for the August 16, 2018, Regular Board Meeting was reviewed as follows:

   A. Chairman Bergosh and Shamara Jernigan, Administrative Assistant, County Administrator's Office, reviewed the Regular BCC Agenda;

   B. Susan Woolf, General Counsel to the Clerk, reviewed the Clerk's Report;

   C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;

   D. Shamara Jernigan, Administrative Assistant, County Administrator's Office, reviewed the County Administrator's Report, and Tim Day, Natural Resources Department, presented a PowerPoint Presentation regarding Item III-4; and

   E. Alison Rogers, County Attorney, reviewed the County Attorney’s Report.

MINUTES OF THE GARY SANSING PUBLIC FORUM AND REGULAR MEETING OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

AUGUST 16, 2018

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4
Commissioner Douglas B. Underhill, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Administrative Assistant, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor, 221 Palafox Place, Pensacola, Florida

Minutes prepared by: Lizabeth Carew

GARY SANSING PUBLIC FORUM

Chairman Bergosh called the Gary Sansing Public Forum to order at 4:33 p.m.

1. FOR INFORMATION: The Board heard comments from the following individuals concerning the Pensacola Beach referendum:

   Jim Cox
   Nancy Hagman
   Lilly Eubanks

2. FOR INFORMATION: The Board heard comments from Anita Hemphill concerning the Escambia-Pensacola Human Relations Commission.

3. FOR INFORMATION: The Board heard comments from Larry Downs, Jr., concerning shipping containers.

GARY SANSING PUBLIC FORUM – Continued

4. FOR INFORMATION: The Board heard comments from Michael Bearden concerning the time allotted for public comment and politics in Escambia County.

5. FOR INFORMATION: The Board heard comments from Sharon Berg concerning Code Enforcement and permitting issues relating to a fence.

6. FOR INFORMATION: The Board heard comments from John Brown opposing casinos in Escambia County.

7. FOR INFORMATION: The Board heard comments from Wilson Robertson expressing appreciation to the County staff who were involved in resolving zoning issues relating to a parcel he owns within the Sector Plan.

8. FOR INFORMATION: The Board heard comments from Jacqueline Rogers concerning the Department of Economic Opportunity Case concerning allowing a parcel to opt-out of the Sector Plan.

9. FOR INFORMATION: The Board heard comments from Eddie McMillan concerning the Perdido Key Master Plan.

5:24 P.M. – PUBLIC FORUM ADJOURNED
5:41 P.M. – REGULAR BOARD MEETING CONVENED

REGULAR BCC AGENDA

1. Call to Order

   Chairman Bergosh called the Regular Meeting of the Board of County Commissioners to order at 5:41 p.m.

2. Invocation

   Pastor Brian Thompson of Empowerment Church of Pensacola delivered the Invocation.

3. Pledge of Allegiance to the Flag

   Commissioner Robinson led the Pledge of Allegiance to the Flag.

4. Recommendation: That the Board adopt the agenda as prepared (or duly amended).

Motion: To adopt the agenda as amended	
Made by: Commissioner Barry	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

5. Commissioners' Forum:

   A. District 2 – Commissioner Underhill advised that he will be bringing an action within a couple of weeks to place a portion of his discretionary funds to the "Building Escambia Block by Block Program," to kick-start the program and identify the installation of sidewalks on a section of Jackson Street as a beta project;

   B. District 4 – Commissioner Robinson thanked Commissioner May for his leadership regarding the Summer Youth Program, as well as Leroy Williams and all staff who participated in the Program; and encouraged everyone to go out and vote;

   C. District 5 – Commissioner Barry announced the completion of a project in Century replacing six homes that were destroyed by a tornado, recognized the Alger-Sullivan Historical Society for being the CivicCon "Empowering Neighborhoods" contest winner, and recognized the Gulf Coast Texans Soccer Club for having its youth soccer recreation program at Ashton Brosnaham Park;

(Continued on Page 4)

REGULAR BCC AGENDA – Continued

5. Continued…

D. District 4 – Commissioner May thanked his fellow Board members and the following participating partners for their commitment to the 2018 Summer Youth Employment Program:

Escambia County School District	Malcolm Thomas/Michelle Taylor
Supervisor of Elections	David Stafford
Tax Collector	Scott Lunsford
Property Appraiser	Chris Jones
County Administration, CMR and Extension Services	Jack Brown/Joy Tsubooka/Nick Simmons
Library	Todd Humble
Public Safety	Mike Weaver
ECAT	Mike Crittenden
Engineering	Joy Jones
Natural Resources	Chips Kirschenfeld
Facilities and Risk Management	Bob Dye
Neighborhood & Human Services	Tonya Gant
Information Technology	Shawn Fletcher
Corrections	Salina Barnes
Building Services and Animal Services	Tim Tolbert
Parks & Recreation	Michael Rhodes
Human Resources	Eric Kleinert
County Commissioner's Office	Lumon May

E. District 1 – Commissioner Bergosh expressed appreciation to the staff who are working on a project for a new library in District 1, and everyone involved in a meeting with the Beulah volunteer firefighters and his Town Hall Meeting.

REGULAR BCC AGENDA – Continued

6. Recommendation: That the Board adopt the Proclamation commending and congratulating Stanley Gray, Safety Technician, Waste Services Department, on 20 years of faithful and dedicated service to Escambia County.

Motion: To move the item	
Made by: Commissioner May	**Seconded by:** Commissioner Underhill
Disposition: Carried unanimously	

7. Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule*, as follows:

   A. The 5:33 p.m. Public Hearing, advertised in the *Pensacola News Journal* on August 4, 2018, for consideration of adopting an Ordinance relating to the Pensacola Beach dog park; and

   B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule August 13-17, 2018,* as published in the *Pensacola News Journal* on August 11, 2018.

Motion: To waive the reading	
Made by: Commissioner Barry	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

8. Recommendation: That the Board, at the 5:33 p.m. Public Hearing, adopt the Ordinance [Number 2018-31] amending Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances, regarding the Pensacola Beach Dog Park, to extend "Park East" by 100 feet to the east and 100 feet to the west.

Motion: To move the item	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Underhill
Disposition: Carried unanimously	
Speaker(s): None	

REGULAR BCC AGENDA – Continued

9. Recommendation: That the Board take the following action, as recommended by the Committee of the Whole (C/W) at the August 9, 2018, C/W Workshop:

   A. Approve the Covenant with the Community (C/W Item #3);

Motion: To move Item A	
Made by: Commissioner May	**Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers	

   B. Adopt the Resolution [R2018-87] expressing support for diversity in the County's procurements and encouraging equal opportunity for small, minority, women, and service-disabled veteran owned businesses in Escambia County (C/W Item #4);

Motion: To move Item B	
Made by: Commissioner May	**Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers	

   C. Approve the Escambia County Minority Outreach Program (C/W Item #5); and

Motion: To move Item C	
Made by: Commissioner May	**Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers	

   D. Commit to a three-year FloridaWest Five-Year Strategic Funding Plan "of not less than what our current space is," with a guarantee of $550,000 each year (C/W Item #6).

Motion: To move Item D	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers	

CLERK OF COURTS & COMPTROLLER'S REPORT – Honorable Pam Childers, Clerk of the Circuit Court & Comptroller

I. CONSENT AGENDA

1. Recommendation: That the Board accept, for filing with the Board's Minutes, the August 1, 2018, Tentative Budget Report for Fiscal Year 2018-2019 from the Northwest Florida Water Management District, as provided by April Murray, Budget Analyst, Northwest Florida Water Management District.

Motion: To move the Clerk's Report	
Made by: Commissioner May	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	

2. Recommendation: That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

   A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held August 2, 2018; and

   B. Approve the Minutes of the Regular Board Meeting held August 2, 2018.

Motion: To move the Clerk's Report	
Made by: Commissioner May	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	

GROWTH MANAGEMENT REPORT – Horace Jones, Director,
Development Services Department

I. ACTION ITEMS

1. Recommendation: That the Board review and approve a Hold Harmless Agreement with Baywatch Condominium Association of Pensacola Beach, Inc., for construction of a seawall at 1150 Fort Pickens Road, Parcel I.D. # 28-2S-26-1015-000-000. The Agreement will serve to hold the County, its officers, and employees harmless from any damages to persons or property that may result from authorized construction.

Motion: To approve the item	
Made by: Commissioner Barry	**Seconded by:** Commissioner Underhill
Disposition: Carried unanimously	

2. Recommendation: That the Board take the following action concerning recording of Reunion Place (a 17-lot, residential subdivision), located in the Paradise Beach Community and lying south of Lillian Highway (U.S. Highway 98) and lies between Bronson Road and Juan Road, owned and developed by Randall Builders Group, LLC. Prior to recording, the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.7 of the Escambia Land Development Code; also, prior to recording, the County Surveyor must sign the Final Plat, as set forth in Chapter 177.081 (1), Florida Statute:

   A. Approve the Final Plat for recording;

   B. Approve the street name "Reunion Place";

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

   D. Authorize the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement without Surety, for Streets and Drainage Improvements.

Motion: To move the Items A-D	
Made by: Commissioner Barry	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Jack R. Brown, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board approve the reappointment of Eugene Franklin to the Escambia County Health Facilities Authority, to serve a four-year term, effective August 22, 2018, through August 21, 2022, as requested by Paula G. Drummond, Executive Director & General Council, Escambia County Health Facilities Authority.

   A General Alert was posted on the County's website from July 6, 2018, to July 20, 2018, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia Health Facilities Authority. The letter from Paula Drummond, on behalf of the Escambia County Health Facilities Authority, is the only response that was received. Ms. Drummond's letter and Mr. Franklin's Resume are provided for review.

Motion: To move Consent Agenda Items 1 through 19, with the exception of Items 8 and 9, as amended to drop Item 14	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

2. Recommendation: That the Board authorize the scheduling of a Public Hearing on September 6, 2018, at 5:31 p.m., to consider adoption of an Ordinance creating the Homeplace Lane Roadway Improvements Municipal Services Benefit Unit (MSBU).

Motion: To move Consent Agenda Items 1 through 19, with the exception of Items 8 and 9, as amended to drop Item 14	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

3. Recommendation: That the Board accept, for filing with the Board's Minutes, the Florida Forest Service Annual Report to the Escambia County Board of Commissioners for Fiscal Year 2017-2018, submitted by Adam Parden, Forest Area Supervisor, Division of Forestry.

Motion: To move Consent Agenda Items 1 through 19, with the exception of Items 8 and 9, as amended to drop Item 14	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

4. Recommendation: That the Board ratify the following August 16, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising of a Public Hearing for Thursday, September 20, 2018, at 5:31 p.m., to consider amending the Atwood Redevelopment Area Plan as to boundaries only, as requested by the Community Redevelopment Agency.

Motion: To move Consent Agenda Items 1 through 19, with the exception of Items 8 and 9, as amended to drop Item 14	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

5. Recommendation: That the Board ratify the following August 16, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising of a Public Hearing for Thursday, September 20, 2018, at 5:32 p.m., for consideration of an Ordinance of Escambia County, Florida, amending Chapter 46, Article VI, Section 46-292(b) of the Escambia Code of Ordinances relating to the Atwood Redevelopment Trust Fund; providing for amended legislative findings to expand the boundaries of the area consistent with R2018-44; providing for severability; providing for inclusion in the code; and providing for an effective date.

Motion: To move Consent Agenda Items 1 through 19, with the exception of Items 8 and 9, as amended to drop Item 14	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

6. Recommendation: That the Board accept, for filing with the Board's Minutes, the July 19, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion: To move Consent Agenda Items 1 through 19, with the exception of Items 8 and 9, as amended to drop Item 14	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

7. Recommendation: That the Board approve the two Request for Disposition of Property Forms for the Neighborhood & Human Services Department, for all items of equipment, which are described and listed on the Request Forms, with reason for disposition stated. The items are to be auctioned as surplus or disposed properly.

Motion: To move Consent Agenda Items 1 through 19, with the exception of Items 8 and 9, as amended to drop Item 14	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

8. Recommendation: That the Board approve, and authorize the County Administrator to sign, Certification of Consistency with the Consolidated Plan Forms for the U.S. Department of Housing and Urban Development Continuum of Care applications for homeless housing, planning, and service projects by Opening Doors Northwest Florida.

Motion: To move item CAR I-8 in the affirmative	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried 4-0, with Commissioner Robinson abstaining [and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers]	

9. Recommendation: That the Board adopt the Resolution [R2018-88] re-establishing the Escambia County Affordable Housing Advisory Committee (AHAC) and appointing the following members, including the City of Pensacola appointees, to serve on the AHAC for a three-year term, effective October 1, 2018, through September 30, 2021:

   A. George Edward Brown, Jr.;
   B. Frances S. Cutshaw;
   C. Timothy H. Evans;
   D. Laura L. Gilmore;
   E. Heidi Palmquist;
   F. John G. Ralls;
   G. Kris Waters;
   H. Renee D. Wilhoit;

(Continued on Page 13)

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

9. Continued…

I. Paul Ritz (City of Pensacola appointee); and
J. John Rickmon (City of Pensacola appointee).

Motion: To move the item in the affirmative	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	

10. Recommendation: That the Board approve the two Request for Disposition of Property Forms for Clerk & Comptroller's Office for all of the equipment, which is described and listed on the Request Forms, with reason for disposition stated. The items are to be auctioned as surplus or disposed of properly.

Motion: To move Consent Agenda Items 1 through 19, with the exception of Items 8 and 9, as amended to drop Item 14	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

11. Recommendation: That the Board approve the Request for Disposition of Property Form for the Facilities Management Department, for property which is described and listed on the Disposition Form, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

Motion: To move Consent Agenda Items 1 through 19, with the exception of Items 8 and 9, as amended to drop Item 14	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

12. Recommendation: That the Board approve the Request for Disposition of Property Form for the Public Safety Department, for property which is described and listed on the Form, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

Motion: To move Consent Agenda Items 1 through 19, with the exception of Items 8 and 9, as amended to drop Item 14	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

13. Recommendation: That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, allowing the number of sound decibels to exceed 70 dbA (sound level measurement when measured by a sound level meter at or within the property boundary of the receiving land use), for the Fireworks Event from a Barge on the Soundside of Quietwater Beach for the Soundside Merchants Labor Day Rock & Reggae Celebration on September 2, 2018, from 9:00 p.m. to 9:30 p.m.

Motion: To move Consent Agenda Items 1 through 19, with the exception of Items 8 and 9, as amended to drop Item 14	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

14. Recommendation: That the Board take the following action concerning the Non-Exclusive License Agreement between Escambia County and Northwest Florida Modelers, Inc.:

A. Approve the Non-Exclusive License Agreement between Escambia County and Northwest Florida Modelers, Inc., for use of a parcel of property at the north end of Jamesville Road on the closed Beulah Landfill; and

(Continued on Page 15)

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

14. Continued…

B. Authorize the Chairman to sign the Non-Exclusive License Agreement.

Motion: To move Consent Agenda Items 1 through 19, with the exception of Items 8 and 9, as amended to drop Item 14	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

15. Recommendation: That the Board waive the policy regarding a "Blackout Period" relative to Parkside Partners, LLC's, response to PD 17-18.073 – Mid-Town Commerce Park, and allow communication with individual Commissioners and the Board as a whole, as required.

Motion: To move Consent Agenda Items 1 through 19, with the exception of Items 8 and 9, as amended to drop Item 14	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

16. Recommendation: That the Board take the following action regarding the Letter of Understanding (LOU) between Zoll Data Systems, Inc., and Escambia County, Florida:

A. Approve the LOU between Zoll Data Systems, Inc., and Escambia County, Florida, for the use of NEMSIS V3 Third Party ePCR Import and Auto Attach in an executable code for a test data base and testing purposes, that is effective on the date of execution by the last signing party and that shall remain in effect for a period of two weeks; and

B. Authorize the Chairman or Vice Chairman to execute the LOU.

Motion: To move Consent Agenda Items 1 through 19, with the exception of Items 8 and 9, as amended to drop Item 14	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

17. Recommendation: That the Board confirm the appointment of Raymond Guillory, Treasurer for the Northwest Florida Federation of Labor AFL-CIO, to the CareerSource Escarosa Board of Directors as a labor representative, to serve as a replacement for Gracie Parker, who has resigned.

    In accordance with the CareerSource Escarosa By-Laws, it is requested that a "no expiration" term is approved for this area of representation on the Board. The date of the appointment shall begin immediately upon approval by the Board.

Motion: To move Consent Agenda Items 1 through 19, with the exception of Items 8 and 9, as amended to drop Item 14	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

18. Recommendation: That the Board approve, and authorize the Chairman to sign, the CareerSource Escarosa Individual Training Account (ITA) Waiver Request to support a waiver to allow 30% (vs. 50%) of the Title I funds for Adults and Dislocated Workers to be allocated for Individual Training Accounts and to allow CareerSource Escarosa to meet fixed cost requirements, staffing levels, and increased demand for core and intensive services.

    Under the Regional Workforce Board Accountability Act (RWBAA), amended by the Florida Workforce Innovation Act of 2000, the Chief Elected Officials are required to review and approve the budget for Workforce Escarosa, Inc., dba CareerSource Escarosa. The budget for the Program Year 2018-2019 is provided for review.

Motion: To move Consent Agenda Items 1 through 19, with the exception of Items 8 and 9, as amended to drop Item 14	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

19. Recommendation: That the Board approve, and authorize the Chairman to sign, the Infrastructure Funding Agreement (IFA) between Workforce Escarosa, Inc., dba CareerSource Escarosa and the National Caucus Center on Black Aged, Inc. The IFA was contemplated by, and will become a part of the previously approved Memorandum of Understanding with CareerSource Escarosa. The National Caucus Center on Black Aged, Inc.'s IFA is titled Addendum to the Memorandum of Understanding.

CareerSource Escarosa and its one-stop partners will continue to provide collaborative referrals between partners for appropriate services and activities, as well as methods to ensure that workers and youth, including individuals with barriers to employment, have access to services through the one-stop delivery system. CareerSource Escarosa will serve as the convener for the Workforce Innovation and Opportunity Act of 2014 partner meetings.

Motion: To move Consent Agenda Items 1 through 19, with the exception of Items 8 and 9, as amended to drop Item 14	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board adopt the Resolution [R2018-89] [the "2018 TEFRA (Tax Equity and Fiscal Responsibility Act) Resolution"], approving the plan of finance therein described and the issuance and sale of not exceeding $10,000,000 Multi-family Housing Revenue Bonds (the "Bonds") by the Escambia County Housing Finance Authority (the "Authority"), to be used to finance or refinance the Delphin Downs Apartments located at 1717 West Cervantes Street in Pensacola, Florida.

Motion: To move the item in the affirmative	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Speaker(s): Patricia Lott, Randy Wilkerson	

2. Recommendation: That the Board authorize staff to release certain funds from the County's escrow for Pensacola Beach taxation lawsuits and turn them over to the Office of the Tax Collector, so they can make refund payments to certain leaseholders as settlements on the land taxation and valuation lawsuit(s) are made and approved by the Courts.

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

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Recommendation: That the Board approve, and authorize the County Administrator to execute, the following Change Order (CO) Number 3 to Purchase Order (PO) Number 180421, Thompson Tractor Company, Inc., for repairs and maintenance to heavy equipment:

Department:	Waste Services Department
Division:	Operations
Type:	Addition
Amount:	$100,000
Vendor:	Thompson Tractor Company, Inc.
Project Name:	Supplies, Labor, Repairs, & Rentals, "OEM" Manufacturer
PO#:	180421
CO#:	3
Cost Center for CO:	**230307** - $20,000; **230314** - $80,000
Original PO Amount:	$ 361,000
Cumulative Amount of Change Orders:	$ 189,000
New PO Total:	$ 550,000

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board ratify the following August 16, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

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

Property Owners	**Address**	**Amount**
Joseph M. Baudendistel	424 Gibbs Road	$5,900
Richard L. Burdess	116 West Sunset Avenue	$3,276
DK2 R E Investments, LLC,	3981 West Gadsden Street	$6,000
John W. and Kelly A. Gilkerson	121 Gilliland Road	$3,867
Robert G. Handshumaker and Anna J. Erikson	104 Brandywine Road	$5,475
Michael E. Jackson	817 North Green Street	$2,380
Mavis Shelby Rosetti	4117 West Belmont Street	$3,812

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

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Recommendation: That the Board take the following action regarding the acquisition of six real properties located in the Westernmark and Valencia Arms Subdivisions for the Erress Boulevard and Diego Circle Blight Reduction Project:

   A. Authorize the purchase of the following real properties for the appraised values as indicated below:

Parcel ID	Property Owner	Address	Approximate Parcel Size	Appraised Value
09-2S-30-0550-000-050	Allen L. & Brenda Janssen and Bruce E. Janssen	121 Diego Circle	.0605	$18,000
09-2S-30-0550-000-048	Allen L. & Brenda Janssen and Bruce E. Janssen	125 Diego Circle	.0382	$15,000
09-2S-30-0550-000-046	Allen L. & Brenda Janssen and Bruce E. Janssen	129 Diego Circle	.0382	$13,000
09-2S-30-0550-000-039	Jacenta L. Walker	155 Diego Circle	.1058	$13,000
09-2S-30-0550-000-037	Calvary Christian Center, Inc.	161 Diego Circle	.0364	$14,000
09-2S-30-1000-072-008	Darryl D. & Prudence Y. Howard	4265 Erress Boulevard	.1151	$14,000

   B. Authorize County staff to draft Contracts for Sale and Purchase for the acquisition of the above noted properties, and to bring the executed Contracts back before the Board; and

(Continued on Page 22)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Continued…

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

[Funding: Fund 129, 2015 CDBG, Cost Center 370224]

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

6. Recommendation: That the Board approve the issuance of, and authorize the County Administrator to sign, a Blanket Purchase Order, in excess of $50,000, for the annual maintenance of all Power-LOAD systems purchased on behalf of the Public Safety Department's Emergency Medical Service Division, per the following:

Vendor/Contractor	Amount	Contract Number
Stryker Medical Vendor Number: 195684 Repair & Maintenance Fund: 408 (EMS Fund) Cost Center: 330302 Amount: $66,765.84	$66,765.84	Blanket Purchase Order

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

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Recommendation: That the Board approve, and authorize the Chairman to sign, the Lease Agreement between SLJM Properties, LLC, and Escambia County, for the lease of an office/warehouse unit located at 760 Van Pelt Lane, Unit "D," Pensacola, for one year at the monthly cost of $1,055, commencing August 1, 2018, with an optional one-year term extension, for minor fleet maintenance and storage purposes for the Emergency Medical Services (EMS) Division.

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

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

8. Recommendation: That the Board take the following action concerning the fifth amendment to the Agreement for Inmate Food Service (PD 13-14.065), between Escambia County and Aramark Correctional Services, LLC, which provides the food service for the Escambia County Jail and the Escambia County Work Release Facility:

   A. Approve the Amendment to Agreement for Inmate Food Service (PD 13-14.065), which increases the price per meal by $0.021, effective October 1, 2018, and will bring the total price per meal from $0.8414 to $0.8624; and

   B. Authorize the Chairman to execute the Amendment to Agreement.

   [Funding is available to cover this increased cost in the General Fund (001), Detention Cost Center 290401, Object Code 53401; and the Misdemeanor Probation Fund (114), Residential Probation Cost Center 290305, Object Code 53401.]

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Recommendation: That the Board approve, and authorize the County Administrator to execute, the following Change Order 2, adding funds for psychiatry services provided to those in the custody of Escambia County Corrections:

Department:	Corrections
Division:	Jail
Type:	Addition
Amount:	$45,500
Vendor:	LocumTenens.com, LLC
Purchase Order:	180197
Change Order:	2
Original Award Amount:	$154,560
Cumulative Amount of Change Orders Through This Change Order:	$45,500
New Purchase Order Total:	$200,060

[Funding Source: Fund 001, General Fund; Cost Center 290402, Object Code 53101]

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

10. Recommendation: That the Board adopt the Resolution [R2018-90] approving Supplemental Budget Amendment #171, General Fund (001) and Transportation Trust Fund (175), in the amount of $35,619, to recognize a transfer of three vacant correction officer positions from the Detention Budget to the Road Prison Budget, and to appropriate these funds for the creation of a female road crew to better utilize our inmate population for road maintenance activities at the Road Prison. The funding associated with this transfer covers the remaining two months of Fiscal Year 2017/2018.

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Recommendation: That the Board adopt the Resolution [R2018-91] approving Supplemental Budget Amendment #178, General Fund (001) in the amount of $12,304, to recognize the Albert Network Monitoring Solution Grant from the Florida Department of State, Division of Elections, and to appropriate these funds to purchase, install, and maintain a new Albert Sensor Server for the Escambia County Supervisor of Elections Office. The Albert Sensor Server will provide a network monitoring solution as part of the ongoing effort to improve the administration of Federal Elections.

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

12. Recommendation: That the Board adopt the Resolution [R2018-92] approving Supplemental Budget Amendment #179, Mass Transit Fund (104) and Federal Transit Administration (FTA) Capital Projects Fund (320), in the amount of $366,573, to recognize the difference between what is budgeted in the current year ($3,164,180) and the final apportionment ($3,530,753) for the 2018 FTA Grant 1092-2018-1 received from the Federal Transit Administration (FTA), and to appropriate these funds to be used for ADA Paratransit service, repair, and maintenance to security cameras and associated equipment, fixed route vehicle maintenance, and operation expenses, and $63,954 to Baldwin County for bus shelters. Florida toll revenue credits will be used as a soft match for the required $257,688. The operating assistance of $2,500,000 requires a local 50% match of $2,500,000 and was included in the Fiscal Year 2018 Budget.

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Recommendation: That the Board adopt the Resolution [R2018-93] approving Supplemental Budget Amendment #180, Master Drainage Basin Fund (181), in the amount of ($530,431), to reflect an adjustment to the Fund Balance due to a calculation error that overstated the available funds, and to appropriate this adjustment in the Fiscal Year 2017/2018 Master Drainage Basin Cost Center Budgets.

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

14. Recommendation: That the Board adopt the Resolution [R2018-94] approving Supplemental Budget Amendment #182, Local Option Sales Tax III Fund (352), in the amount of $646,930, to recognize proceeds from a United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program Grant, and to appropriate these funds for grade stabilization of Motley Court Clear Creek Gulley.

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

15. Recommendation: That the Board adopt the Resolution [R2018-95] approving Supplemental Budget Amendment #183, Other Grants and Projects Fund (110), in the amount of $240,530, to recognize a Florida Department of State, Division of Elections Grant to purchase products or services that enhance security for the 2018 Primary/General Election in Escambia County. Funds will be spent to strengthen cyber security for elections systems, cyber security training for local election officials, cyber security best-practices, voter education, poll worker training and standardizing elections results reporting, and upgrades of election related computer systems.

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and B&W Utilities, Inc. per the terms and conditions of PD 17-18.048, Carver Park Drainage Improvements Project, in the amount of $1,291,129.48.

[Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project Number 13EN2395 and Project Number 14EN2605]

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

17. Recommendation: That the Board take the following action regarding the purchase of one 2018 Ford Mini-Bus with A.D.A. option:

A. Authorize the County to utilize the Florida Department of Transportation (FDOT) Contract #TRIPS-15-MB-CB, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order for the purchase of one 2018 Ford Mini-Bus with A.D.A. option for the Mass Transit Services Department of Escambia County, Florida, to Creative Bus Sales, Inc., in the amount of $71,770, according to the specifications outlined in Specification Number VE 17-18.022.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County website for thirty days. The original quote was the only bid received.

[Funding: Fund 320, Comm Svcs Administration; Cost Center 211230, 2013 FTA 5339 FL 34-0021; Object Code 56401, Machinery and Equipment]

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Recommendation: That the Board take the following action regarding the purchase one Pierce Impel PUC Rescue Pumper:

A. Authorize the County to utilize the Florida Sheriff's Association/Florida Association of Counties and Florida Fire Chiefs' Association Contract, FSA 18-vEF13.0 Spec 19, Level 1 Pumper, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order for the purchase of one Pierce Impel PUC Rescue Pumper for the Public Safety Department of Escambia County, Florida, to Ten-8 Fire Equipment, Inc., in the amount of $632,614, according to the specifications outlined in Specification Number VE 17-18.021.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County website for thirty days. No bids were received above the original quote.

[Funding: Fund 352, Local Option Sales Tax III; Cost Center 330228, Fire Services Cap Project; Object Code 56401, Machinery and Equipment; Project Number 08FS0018]

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

19. Recommendation: That the Board take the following action regarding the purchase of two 2019 Ford F-250 3/4-Ton 4-Door Crew Cab Pickup Trucks 4x4 (W2B):

A. Authorize the County to utilize the Florida Sheriff's Association/Florida Association of Counties and Florida Fire Chiefs' Association Automotive Contract #FSA17-VEL25.0 Chassis, FSA17-VEL15.0, in accordance with Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

(Continued on Page 29)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

19. Continued…

B. Authorize the issuance of a Purchase Order for the purchase of two 2019 Ford F-250 3/4-Ton 4-Door Crew Car Pickup Trucks 4x4 (W2B), for the Public Works Department/Traffic Division of Escambia County, Florida, to Duval Ford, LLC, in the amount of $57,514, according to the specifications outlined in Specification Number VE 17-18.017.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County website for 30 days. The original quote was the only bid received.

[Funding: Fund 175, Transportation Fund; Cost Center 211201, Transportation and Traffic; Object Code 56401, Machinery and Equipment]

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

20. Recommendation: That the Board take the following action regarding the Interlocal Agreement between Escambia County, Florida, and the City of Pensacola, for the National Pollutant Discharge Elimination System (NPDES) Permit Services and Permit Fees:

A. Approve the Interlocal Agreement between Escambia County, Florida, and the City of Pensacola, for the NPDES Permit Services and Permit Fees; and

B. Authorize the Chairman to sign the Interlocal Agreement and any subsequent Agreement and related documents, including time extensions.

[Funding: Fund 101, Restricted Fund, Revenue Account 337303, City of Pensacola - NPDES. The City of Pensacola will reimburse Escambia County for the cost of NPDES services, in the amount of $60,000 per year.]

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Recommendation: That the Board take the following action concerning the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program for Motley Court Clear Creek Gulley:

A. Approve, and authorize the County Administrator to execute, the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program for Motley Court Clear Creek Gulley Grant Agreement #NR184209XXXXC038, for Motley Court Clear Creek Gulley Improvement Project;

B. Authorize staff to pursue acquisition easements, subject to Legal review and sign-off, including any Agreements, Hold Harmless Agreements, or other documents of conveyance as may be required from the property owner; and

C. Authorize the County Administrator to execute, subject to Legal review and sign-off, any subsequent Agreements and program-related documents for this project that do not alter the finite terms of funding amounts or budgets.

[Funding for the 25% match is coming from Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project 08EN0068, $250,000.]

This project is located in Commission District 5.

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Recommendation: That the Board take the following action concerning the acceptance of the donation of a portion of real property, located in the 3200 Block of Blue Angel Parkway, from Harvesters Federal Credit Union:

A. Accept the Warranty Deed donating a portion of real property, located in the 3200 Block of Blue Angel Parkway, from Harvesters Federal Credit Union; and

B. Authorize the Chairman or Vice Chairman to accept the Warranty Deed, as of the day of delivery of the Warranty Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funds associated with the recording of this document are available in the Engineering Escrow Account.]

Motion: To move CAR II-22, Items A and B, in the affirmative	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried 4-0, with Commissioner Barry abstaining [and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers]	

23. Recommendation: That the Board approve allocating $1,500 from Commissioner Lumon May's discretionary money for the General Daniel "Chappie" James Museum. The funding will be utilized for the design, fabrication, and installation of related materials and memorabilia needed for the exhibits.

[Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Recommendation: That the Board take the following action concerning the Agreement between Escambia County, Florida, and Roads, Inc., of NWFL, per the terms and conditions of PD 17-18.068, South Old Corryfield Road Bridge Replacement and Sidewalk & Drainage Improvements:

A. Approve, and authorize the County Administrator to sign, the Agreement for a lump sum of $3,406,316.92; and

B. Authorize the County Administrator to execute all related documents, Purchase Orders, and Owner Direct Purchases (ODPs), in the amount of $50,000 or greater.

[Funding: Fund 353, Local Option Sales Tax (LOST) IV; Cost Center 210106; Object Code 56301, Improvements Other Than Buildings; Project 18EN0192; $2,510,000; Fund 352, LOST III; Cost Center 210107, Transportation & Drainage; Object Code 56301, Improvements Other Than Buildings; Project # 13EN2382; $869,316.92; and Fund 181, Master Drainage Basin 8, Cost Center 210726, Object Code 56301, $27,000]

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Speaker(s): Melissa Pino	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

25. Recommendation: That the Board approve the reallocation of funds from Fund 352, LOST (Local Option Sales Tax) III, Cost Center 210107, "Transportation and Drainage (T&D)," in the amount of $199,021, to the following projects:

FROM:

Type	Description	District	Amount
D	Buddy's Lane	2	$1,758
D	Grande Lagoon	2	$81,166
D	Jackson Lakes	2	41,020
T	ADA Improvements	9	$10,931
T	Bridges	9	$38,257
T	Myrtle Grove Sidewalks	2	$21,011
T	Neighborhood Improvements - Old Corry	2	$114
T	Resurfacing	9	$4,764
	Total Drainage		**$123,944**
	Total Transportation		**$75,077**
	Grand Total to Transfer		**$199,021**

TO:

Type	Description	District	Amount
T	South Old Corry Bridge	2	$123,944
D	South Old Corry Drainage	2	$75,077
	Grand Total		**$199,021**

(Continued on Page 35)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

25. Continued…

NOTE: An additional $27,000 will come from the Master Drainage Basin Fund 8 - Fund 181, Cost Center 210726.

[Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107]

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

26. Recommendation: That the Board approve payment to the Florida Department of Juvenile Justice (DJJ), based on the Fiscal Year 2018/2019 Invoice schedule provided to Escambia County. The annual billable amount is $2,666,541.21 or $222,211.77/month; this is an increase of $802,032 over the current Fiscal Year's annual billable amount of $1,864,510. There is currently $2,100,000 in the proposed budget, and a funding increase of $566,542 will be necessary to fully fund this state-mandated request.

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of Florida Statute 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2017/2018:

   A. Ensley Youth Sports Association, Inc., in the amount of $1,000;

   B. Cantonment Football Club, Inc., in the amount of $400;

   C. Escambia Search and Rescue, Inc., in the amount of $3,000; and

   D. The Arc Gateway, Inc., in the amount of $20,000.

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

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

Motion: To move the item	
Made by: Commissioner May and Commissioner Robinson	**Seconded by:** No second
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

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

   A. Authorize the purchase of real property, located at 4311 Erress Boulevard, from Jacqueline Pinkard, for the Erress Boulevard and Diego Circle Blight Reduction Project, in the amount of $17,000 (County's appraised value is $15,000);

   B. Authorize County staff to draft Contracts for Sale and Purchase for the acquisition of the above noted properties, conditioned on receipt of executed contracts in substantially the from provided, subject to Legal sign-off; and

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

   [Funding: Fund 129, 2015 CDBG, Cost Center 370224]

Motion: To move Items A through C	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	

3. Recommendation: That the Board confirm the appointment of the following initial nine members of the Northwest District 1 Advisory Committee: Kim Aderholdt, Dr. Laura Bryant, Paul Flores, Jay Ingwell, Jill Johnson, George Levy, David Liechty, Joseph Poitevin, and Wilson Taylor.

Motion: To move the item in the affirmative	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

4. Recommendation: That the Board discuss the use of County-owned, Gulf-front property, 16400 Block Perdido Key Drive.

Disposition: No Action Taken
For Information: Based on the Board's discussion, was advised by Chips Kirschenfeld, Natural Resources Department Director, that staff will bring back an assessment of the property, two conceptual designs, and a path forward for consideration.
Speaker(s): Wilson Robertson, Randy Cudd, Melissa Pino, Sava Varazo, Rob Vadnias, Scott Trotter, Charles Krupnick, Darrell Weeks, Sherri Myers, Alan Dennis, Theresa Blackwell, Dorothy Garrett, Jacqueline Rogers, Mae Dean, Carolyn Grawi, Joe Mirabile

5. Recommendation: That the Board discuss existing roadway conditions of West Kingsfield Road.

Disposition: No Action Taken
For Information: Commissioner Barry provided an update concerning road improvements to an area of West Kingsfield Road and advised that there is a possibility that the Board will have to exercise eminent domain to accomplish the improvements

6. Recommendation: That the Board discuss the funding allocations for the Pensacola Beach Congestion Management Plan (CMP) - Phase III (Roundabouts with Pedestrian Underpasses) Design Services with Volkert, Inc.

[Funding: Local Option Sales Tax IV - Public Works Transportation Fund; CMP Contract amount with Volkert, Inc. - $1,341,682.33 ($256,825.00 - Phase II and $1,084,857.33 - Phase III). County would retain $342,825.78, if the Board were to decide not to proceed with the Phase III Design Services for the Pensacola Beach CMP contract with Volkert]

Motion: To drop the item and reschedule it for the first meeting in September	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR INFORMATION

1. Recommendation: That the Board accept, for information, the Final Order No. DEO-18-041 rendered on August 18, 2018, by Director Julie A. Dennis, State of Florida, Division of Community Development, Department of Economic Opportunity (DEO), in the matter of *Jacqueline Rogers v. Escambia County Board of County Commissioners,* Case No.: 17-5530GM, in which the Department of Economic Opportunity adopted the Recommended Order of the Administrative Law Judge, which found in favor of Escambia County and held that the Plan Amendment adopted by Escambia County Ordinance 2017-53 allowing a parcel to opt-out of the Sector Plan is in compliance as defined in Section 163.3184(1)(b), Florida Statutes.

   With two minor exceptions, the Recommended Order was adopted *in toto*. The exceptions were to note:

   1) As opposed to *all* former GBD parcels converting to HC/LI, there were *a few parcels* previously zoned GBD which did not convert to HC/LI; and

   2) As opposed a *mandatory requirement* that the County grant an opt-out if an applicant meets our criteria, the County *is not obligated* to grant an opt-out simply because an applicant meets our criteria.

Motion: To move all four items	
Made by: Commissioner May	**Seconded by:** Commissioner Underhill
Disposition: Carried unanimously	

COUNTY ATTORNEY'S REPORT – Continued

I. FOR INFORMATION – Continued

2. Recommendation: That the Board accept the following information in the matter of *Teramore Development, LLC, Shu Cheng Shurett, and Leo Huang v. Escambia County, Florida*; Case No.: 2017 CA 001778:

The Petitioners previously initiated an administrative appeal with the Board of Adjustment to review the Planning Official's determination that the Petitioners' proposed commercial development did not satisfy the applicable location criteria and would not achieve long term compatibility with the surrounding area. The BOA conducted a quasi-judicial hearing on October 18, 2017, and unanimously voted to deny the Petitioners' appeal and affirm the Planning Official's decision. Thereafter, the Petitioners filed a petition for writ of certiorari with the Circuit Court of the First Judicial Circuit seeking review of the BOA's decision to deny the appeal.

On August 6, 2018, the Circuit Court issued an order granting the Petitioners' petition. The Court quashed the BOA's decision after concluding the decision was not based upon competent substantial evidence and further concluded the BOA departed from the essential requirements of the law by failing to apply the plain language of the applicable code provision. With the decision quashed, the matter remains pending and must be scheduled for further proceedings before the BOA.

The County may seek review of the Circuit Court's order by filing a petition for writ of certiorari with the First District Court of Appeal within thirty (30) days from the date of rendition of the order. The County Attorney's Office is not recommending that the County request certiorari jurisdiction of the DCA to review the order at this time.

Motion: To move all four items	
Made by: Commissioner May	**Seconded by:** Commissioner Underhill
Disposition: Carried unanimously	

COUNTY ATTORNEY'S REPORT – Continued

I. FOR INFORMATION – Continued

3. Recommendation: That the Board accept the filing of the letter dated May 3, 2018, from the Town of Century's Mayor, Henry Hawkins, regarding Escambia County Ordinance No. 2018-19 to provide natural gas utility services to certain areas of Northern Escambia County.

Motion: To move all four items	
Made by: Commissioner May	**Seconded by:** Commissioner Underhill
Disposition: Carried unanimously	

4. Recommendation: That the Board accept, for information, the Order which was issued without opinion by the First District Court of Appeal on August 10, 2018, denying the County's Writ of Certiorari challenging an Order of the Circuit Court in Escambia County Case No. 2017 CA 000030, in which the Circuit Court found in favor of Eager Beaver and quashed the Board of County Commissioners' denial of Eager Beaver's development application.

Motion: To move all four items	
Made by: Commissioner May	**Seconded by:** Commissioner Underhill
Disposition: Carried unanimously	

II. FOR ACTION

1. Recommendation: That the Chairman, at the request of Commissioner Grover C. Robinson, IV, determine, and the Board identify, which Commissioner will serve as the County Commission's ex-officio member of the Downtown Improvement Board.

Motion: To appoint Commissioner Underhill to the DIB	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	

ITEMS ADDED TO THE AGENDA – None.

ANNOUNCEMENTS

1. FOR INFORMATION: Commissioner Bergosh announced that this is the last Board meeting before the election and encouraged everyone to go out and vote.

ADJOURNMENT

There being no further business to come before the Board, Chairman Bergosh declared the Regular Meeting of the Board of County Commissioners adjourned at 8:44 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST:

By:_____
Jeff Bergosh, Chairman

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: September 6, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14692 **Growth Management Report 10. 1.**

BCC Regular Meeting

Meeting Date: 09/06/2018

Issue: Review of Rezoning Case Heard by the Planning Board on August 7, 2018

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on August 7, 2018

That the Board take the following action concerning the rezoning case heard by the Planning Board on August 7, 2018:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2018-10 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

1. Case No.:	**Z-2018-10**
Address:	9600 Blk Rebel Road
Property Reference No.:	07-1S-31-1220-000-002
Property Size:	28.42 (+/-) acres
From:	LDR, Low Density Mixed-use district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Kerry Anne Shultz, Agent for Marian E. Hendrix, Trustee
Planning Board Recommendation:	Approval
Speakers:	Kerry Anne Shultz, Jason Rebol, Douglas Clifton, James Faxlanger, Fay Blue, Theresa Blackwell, Jackie Wilde, Teresa Oldaker

BACKGROUND:

The above case was owner initiated and heard at the August 7, 2018, Planning Board Meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, "the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

To further the County's policy of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month's rezoning case. This report item addresses only the review and upholding of the Planning Board's recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based the applicants presentation of competent substantial evidence for each of the approval conditions, on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Chairman will need to sign the Orders of the Escambia County Board of County Commissioners either denying or approving the rezoning request.

IMPLEMENTATION/COORDINATION:

The cases under review are presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board of County Commissioners.

Attachments

Z-2018-10

Z-2018-10

ESCAMBIA COUNTY
PLANNING BOARD
QUASI-JUDICIAL HEARING

CASE #: Z-2018-10
APPLICANT: Kerry Anne Schultz, Agent for Marian E. Hendrix, Trustee

ADDRESS: 9600 Block of Rebel Road

PROPERTY SIZE: 28.42 (+/-) acres

FROM: LDR, Low Density Residential district (four du/acre)
TO: MDR, Medium Density Residential district (10 du/acre)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 7th day of August 2018, commencing at approximately 8:30 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by Rebecca T. Fussell.

PLANNING BOARD

BOARD MEMBERS PRESENT:
WAYNE BRISKE, Chair — Board Member
ALAN GRAY — Board Member
TIMOTHY PYLE — Board Member
ERIC FEARS — Board Member
REID RUSHING — Board Member
WILLIAM CLAY — Board Member
JAY INGWELL — Board Member

PLANNING BOARD STAFF PRESENT:

HORACE JONES, DIRECTOR

MEREDITH CRAWFORD, ASSISTANT COUNTY ATTORNEY

KAYLA MEADOR, ADMINISTRATIVE ASSISTANT

JOHN FISHER, SENIOR PLANNER

ANDREW HOLMER, DIVISION MANAGER

JUAN LEMOS, SENIOR PLANNER

ALLYSON CAIN, PLANNER II

DAVID FORTE, TRANSPORTATION and TRAFFIC OPERATIONS DIVISION MANAGER

ALSO PRESENT:
FOR MARIAN HENDRIX, THE TRUSTEE:
KERRY ANNE SCHULTZ, ESQUIRE
2045 Fountain Professional Court
Navarre, Florida 32566

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P R O C E E D I N G S

CHAIRMAN BRISKE: Good morning. I would like to hereby call to order the Planning Board Quasi-Judicial Rezoning Hearing for August 7th. We do have six voting members, so we do have a quorum.

And at this time, I'm going to ask that we stand. I would like to have a moment of silence for Mr. Gilmore who passed away yesterday. He was a prior chairman of the Planning Board here and very involved in our county. So whether you loved him or hated him, he was definitely an active part of our community. So we'll have a moment of silence for him, and then we'll do the Pledge of Allegiance.

(A moment of silence and the Pledge of Allegiance.)

CHAIRMAN BRISKE: All right. Good morning, everyone. Please turn off your cell phones, or at least put them on silence so that we don't interrupt the meeting. We are probably going to have quite a few speakers today on the cases that we have.

Do we have proof of publication of the meeting, staff members?

MS. MEADOR: Yes, sir.

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CHAIRMAN BRISKE: Okay. And did that publication meet all of the legal requirements?
MS. MEADOR: Yes, sir.
CHAIRMAN BRISKE: Okay. The Chair will waive -- excuse me -- will entertain a motion to waive the reading of the legal.
MR. PYLE: So moved.
MR. GRAY: Seconded.
CHAIRMAN BRISKE: A motion and a second. All those in favor say "aye."
MR. GRAY: Aye.
MR. PYLE: Aye.
MR. FEARS: Aye.
MR. INGWELL: Aye.
MR. CLAY: Aye.
MR. RUSHING: Aye.
CHAIRMAN BRISKE: Opposed?
(No response.)
CHAIRMAN BRISKE: The motion carries.
Board members, you have been previously provided with the meeting minutes from our previous meeting. Are there any additions, deletions or corrections?
(No response.)
CHAIRMAN BRISKE: Hearing none, the Chair will

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entertain a motion to accept the rezoning hearing minutes into evidence.
MR. FEARS: So moved.
CHAIRMAN BRISKE: Motion.
MR. GRAY: Second.
CHAIRMAN BRISKE: Second. All those in favor, say "aye."
MR. GRAY: Aye.
MR. PYLE: Aye.
MR. FEARS: Aye.
MR. INGWELL: Aye.
MR. CLAY: Aye.
MR. RUSHING: Aye.
CHAIRMAN BRISKE: The rezoning hearing package for August 7th, 2018 and the findings of facts were previously provided to all of our board members. The Chair will now entertain a motion to accept that hearing package and the findings of facts, as well as the legal advertisements, into evidence.
MR. GRAY: So moved.
CHAIRMAN BRISKE: Motion.
MR. INGWELL: Second.
CHAIRMAN BRISKE: Second. All those in favor say "aye."
MR. GRAY: Aye.

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MR. PYLE: Aye.
MR. FEARS: Aye.
MR. INGWELL: Aye.
MR. CLAY: Aye.
MR. RUSHING: Aye.
CHAIRMAN BRISKE: Opposed?
(No response.)
CHAIRMAN BRISKE: Motion carries.
We will label the rezoning hearing package with the findings of facts and the legal advertisement will be marked and included in the record for all of today's cases.
At this time I will ask our court reporter -- good morning.
MADAM COURT REPORTER: Good morning.
CHAIRMAN BRISKE: -- to swear in the members of the staff that are going to be testifying, please.
(Planning Board staff was sworn.)
CHAIRMAN BRISKE: Good morning. And since we have a new court reporter here, who is not used to our names, please make sure that you make your motions and seconds clear so that she can record the information directly.
All right. Board members, you have

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previously qualified these members of the staff to be experts in the area of land use and planning. Do any of you have any questions regarding their qualifications or their ability to offer this expert testimony?
(No response.)
CHAIRMAN BRISKE: Hearing none, let the record reflect that these individuals will be qualified in the area of land use and planning as experts.
At this hearing, the Planning Board is acting under its authority to hear and make recommendations to the Board of County Commissioners on rezoning applications. These hearings are quasi-judicial in nature.
Quasi-judicial hearings are like evidentiary hearings in a court of law. However, they are less formal. All testimony will be given under oath, and anyone testifying before the Planning Board may be subject to cross-examination.
All documents and exhibits that the Planning Board considers will be entered into evidence and made part of the record.
Opinion testimony will be limited to experts, and closing arguments will be limited to the evidence in the record.

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Before making a decision, the Planning Board will consider the relevant testimony, the exhibits entered into evidence and the applicable laws.

Each individual who wishes to address the Planning Board must complete a speaker request form located at the back of our chambers. You will not be allowed to speak unless you have completed one of these forms.

Please also note that only individuals who are present today and give testimony on the record will be allowed to speak at the subsequent Board of County Commission hearing. No new evidence can be presented to the BCC. Therefore, all testimony and evidence must be presented today.

The Planning Board will provide a recommendation for each rezoning request to the BCC, which will review the testimony, documents, exhibits, consider the closing arguments and make a final decision.

All decisions by the BCC are final. Anyone who wishes to seek judicial review of that decision must do so in a court of competent jurisdiction within 30 days that the BCC either approves or rejects the recommended order of the

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Planning Board.

All written or oral communication outside of this hearing with members of the Planning Board is considered ex parte communication. Ex parte communications are presumed prejudicial under Florida law and must be disclosed as provided in BCC Resolution 96-13.

As each case is heard, I will ask any board member who has been involved in any ex parte communication to identify themselves and describe that communication.

The rezoning criteria: As required by Section 2-7.2 of the Escambia County Land Development Code, the Planning Board's recommendation to the BCC shall include consideration of the following five approval conditions:

The approval conditions, the applicant has the burden of presenting competent and substantial evidence to the reviewing board, establishing that the requested zoning district would contribute to or result in logical and orderly development pattern.

The appropriate surrounding area within which the conditions must be considered may vary

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and those uses and conditions are not necessarily the same area required for mailed notifications.

A logical and orderly pattern shall require a demonstration of each of the following conditions: Consistent with the Comprehensive Plan, the proposed rezoning is consistent with the future land use and is as prescribed in LDC Chapter 3 and with all other applicable goals, objectives and policies of the Comprehensive Plan.

If the rezoning is required to properly enact the proposed FLU map amendment transmitted for state agency review, the proposed rezoning is consistent with the proposed future land use and conditional to its adoption.

Consistent with the zoning district provisions: The proposed zoning is consistent with the purpose and intent and with any other zoning established provisions prescribed by the proposed district in chapter.

Compatibility with surroundings: All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible as defined in Chapter 6 with the surrounding uses.

The uses of any surrounding undeveloped

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land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with nonconforming or unapproved uses.

Also, in establishing the capability of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities by Fair Housing Law.

Appropriate if spot zoning: Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6. The isolated district would never less be transitional in character between the adjoining districts. Or the differences in those districts would be minor or sufficiently limited.

The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balance of interest between the isolated district and the adjoining lands.

Appropriate with changed or changing conditions: If the land uses or development conditions within the area surrounding the property have rezoned -- excuse me -- of the rezoning have changed, the changes are to such a degree and

character that it is in the public's interest to allow new uses, densities or intensities throughout the area of the rezoning and permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

At the beginning of each case, as long as there are no objections from the applicant, we'll allow the staff to present maps and photography of the property. Then we will hear from the applicant and any witnesses that they may wish to call. Then we will hear from the staff and any witnesses that they may wish to call. Then we will hear from members of the public that have completed a speaker request form. Okay?

We do have two cases today to be considered for rezoning. And we will start with our first case. The first rezoning consideration is Case Z-2018-10. The agent is Attorney Kerry Anne Schultz, who is the agent for Marian Hendrix, the Trustee, 9600 block of Rebel Road. This is 28.42 (plus/minus) acres from low density residential to medium density residential.

Members of the board, I will now ask if there has been any ex parte communication between

you, the applicant, agents, attorneys, witnesses or fellow Planning Board members, as well as anyone from the general public, prior to this hearing. I will also ask that you disclose if you have visited the subject property and disclose if you are a relative or business associate to any of the parties.

Good morning, Mr. Gray.

MR. GRAY: No to all, Mr. Chairman.

CHAIRMAN BRISKE: Thank you.

MR. PYLE: Yes. Actually, a coworker asked if we would be hearing this case. And I said yep, and that's all I can talk about. Stop now quick because now I'm going to have to fess up. And that was the end of the conversation. I think the only communication else he got out is that it should be well attended. That's about all I got out of him.

And yes, I did visit the property site. And I will leave it to our attorney. That's questionable.

CHAIRMAN BRISKE: Okay. The Chairman, no to all.

MR. FEARS: I live near the site. I own other property near the site but have no knowledge or specific interest in the case.

CHAIRMAN BRISKE: Okay.

MR. INGWELL: No to all.

MR. CLAY: No to all.

MR. RUSHING: And no to all, no to all.

CHAIRMAN BRISKE: Okay. Thank you.

Staff, was a notice of the hearing sent to all interested parties?

MS. MEADOR: Yes, sir.

CHAIRMAN BRISKE: Okay. And was it also properly posted on the subject property?

MS. MEADOR: Yes, sir.

CHAIRMAN BRISKE: Okay. Ms. Schultz, any objection to the maps and photography being shown at the beginning of the case?

MS. SCHULTZ: No, Your Honor.

CHAIRMAN BRISKE: Okay. She has indicated no, so we will go forward with the maps and photography.

MR. FISHER: Thank you, Mr. Chairman. John Fisher, Senior Planner.

Before we get started with that, I would like to -- we actually have a transportation/ traffic operations comments that were actually left out of the packet. We want to make sure all of the board members have received a copy of them. If I

could --

CHAIRMAN BRISKE: Okay. All right.

MR. FISHER: -- pass those out.

CHAIRMAN BRISKE: Okay. So this is going to be added as an addendum to the findings of facts. Do we need to accept this into evidence since we -- Okay. All right.

UNKNOWN SPEAKER: Can I get a copy of that, John?

MR. FISHER: Yes. I think there are enough copies. Let me see if there are enough copies. If not, we can get you one real quick.

MR. JONES: Mr. Chairman, if I may. Horace Jones, Director of Development Services Department.

We also have -- when it comes to the point of staff making their presentations, we also have Mr. David Forte. He is the Division Manager of Transportation. He may want to add some additional discussions on the access off of Rebel Road as well.

CHAIRMAN BRISKE: Okay. Will the staff be calling him as a witness as far as part of their findings?

MR. JONES: Yes, I'm definitely going to be calling him.

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CHAIRMAN BRISKE: Okay. All right. Thank you.

Mr. Fisher, can you please indicate what the letter is that you have given us and where it came from, please?

MR. FISHER: Mr. Chair?

CHAIRMAN BRISKE: Yes.

MR. FISHER: Was David in the room when we were swearing in? Are we going to be needing him to be sworn in? Mr. Forte, I mean?

CHAIRMAN BRISKE: David, did you get sworn in at the beginning of the proceedings?

MR. FORTE: I don't think so.

CHAIRMAN BRISKE: We'll swear him in when we bring him up to testify. Thank you.

If you will just qualify this document that you have given us, please.

MR. FISHER: This is from Transportation and Operations basically from David Forte and his staff. They always just give a quick, little comment about any projects that come through or rezoning stating how the traffic is out there currently and if there are new any projects that are in the works for that area.

CHAIRMAN BRISKE: Okay. Since this wasn't

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included in the original package, can we present a copy of it on the screen so that members of the public can see what is being added to the package?

MR. FISHER: Yes, sir.

CHAIRMAN BRISKE: We won't open this up to the public for questions right now, but when you get up to speak if you have any questions concerning this letter -- excuse me -- this interoffice memorandum that has come in, you can ask them at that time. We do have the division manager who will be testifying as well.

So, board members, the Chair will entertain a motion to accept this into evidence as part of the findings of facts presented by the County.

MR. GRAY: So moved.

MR. PYLE: Second.

CHAIRMAN BRISKE: A motion and a second. Do we have any additional comments?

MR. GRAY: Am I seeing that Terri Malone works for the County?

MR. FISHER: Yes.

MR. GRAY: Do we have any AICP that works for the County?

MR. FISHER: Yes.

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MR. GRAY: Good job, you guys. Thank you.

CHAIRMAN BRISKE: Okay. Any other discussions?

(No response.)

CHAIRMAN BRISKE: All those in favor, say "aye."

MR. GRAY: Aye.

MR. PYLE: Aye.

MR. FEARS: Aye.

MR. INGWELL: Aye.

MR. CLAY: Aye.

MR. RUSHING: Aye.

CHAIRMAN BRISKE: Opposed?

(No response.)

CHAIRMAN BRISKE: All right. We will let this show as an addendum to the findings of facts and will be specifically discussed later in the meeting.

Okay. Now are we ready for maps and photography?

MR. FISHER: Thank you, Mr. Chairman. Again, John Fisher, Senior Planner for Development Services.

So for Zoning Case Z-2018-10, Rebel Road, we are looking at the locational map here. This is

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the 500-foot zoning map. You can see it's zoned LDR with a partial zoning of commercial, which is, that area there is the old airport and now is the new Beulah Middle School.

This is the future land use with a future land use of commercial and surrounding of MU-S all around as well.

This is the existing land use map showing what is existing out there today.

This is the aerial map. As you can tell, it's a little outdated because now there is a new middle school to the north and fields and ball fields on the east side as well if you look at it in today's view.

This is the AIPD map. It is not in that location, but it was close, and this is something that will be possibly going away here pretty soon.

This is a public hearing sign looking south along Rebel Road. This is looking northwest along Rebel Road. This is looking north along Rebel Road. And this is looking east at the subject property.

CHAIRMAN BRISKE: Okay. Board members, any questions of the maps or photography?

MR. PYLE: Just real quick. The bottom little

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triangle piece there between Mobile Highway and Beulah Church Road, I didn't see what that was.

MR. FISHER: That is a new subdivision.

MR. PYLE: That is what I was -- I know they are working on it now. What is the --

MR. FISHER: Crimson Point.

MR. PYLE: Yes. What is -- is it LDR as well, or what's the --

MR. FISHER: Yes.

MR. PYLE: So back to the four yield per acre; is that correct?

MR. FISHER: Correct.

MR. PYLE: Thank you.

MR. RUSHING: Did we only have the signage on Rebel Road, or do we have any on Beulah Church Road at all?

MR. FISHER: Just on Rebel Road.

CHAIRMAN BRISKE: Remember we said when there is more than one roadway, it needs to be posted on all sides of it.

Okay. Any additional questions by the board members?

MR. GRAY: What was the name of the airport -- I'm sorry, Mr. Chair. What was the name of the airport that was formerly there, but now it's --

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MR. FISHER: Coastal something.

MR. GRAY: Private craft strip.

MR. PYLE: Gliders.

MR. GRAY: Okay. Thank you very much.

MR. PYLE: One more, and maybe this will come out later on. But do you know of the easement issues with the power lines, the pretty massive power lines there? They are now obviously placing them and moving them. Do you know what the setback is for that?

MR. JONES: That might have came up at a town hall. They were directed they will have to get with Gulf Power about that. It came up at a town hall meeting a few weeks ago. I don't have any more information on that.

CHAIRMAN BRISKE: Thank you. I'm sure somebody will have some input on that.

Any other questions for the maps or photography?

(No response.)

CHAIRMAN BRISKE: Okay. Good morning. Would you come forward, please?

MS. SCHULTZ: Kerry Anne Schultz, an attorney for the applicant -- my business address is 2045 Fountain Professional Court in Navarre, Florida.

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Thank you.

CHAIRMAN BRISKE: Let me just get a couple housekeeping items out of the way.

And just for members of the public, when an attorney gives direct testimony, they don't have to be sworn in. They already have a code that they must follow. You will get disbarred if you don't tell the truth. So that's a pretty hefty price to pay.

Ms. Schultz, have you received a copy of the rezoning hearing package and the findings of facts?

MS. SCHULTZ: Yes, Your Honor.

CHAIRMAN BRISKE: Okay. And have you received this newest addendum that we just accepted into evidence?

MS. SCHULTZ: I did this morning.

CHAIRMAN BRISKE: Okay. All right. Do you have any direct questions before we go further with that one?

MS. SCHULTZ: Not specifically related to transportation.

CHAIRMAN BRISKE: Okay. You may ask them later, but I just wanted to make sure you saw it was becoming part of the record.

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MS. SCHULTZ: I did. Thank you.

CHAIRMAN BRISKE: Okay. And do you understand that you have the burden of providing substantial, competent evidence that this rezoning is consistent with the Comprehensive Plan and other applicable goals, objectives and policies of that plan are not in conflict with the Land Development Code?

MS. SCHULTZ: I do.

CHAIRMAN BRISKE: All right. Thank you. Please proceed.

MS. SCHULTZ: Thank you, Mr. Briske. Thank you, Honorable Board.

As mentioned, I am the attorney for the applicant, and I am going to go through the five criteria on why we can satisfy all five and to show that we have a substantial, competent evidence to where this Honorable Board can move for approval so this matter can be heard before the Board of County Commissioners.

I want to compliment the staff on their excellent report. I felt that it was very thorough and in line with some of my conclusions. And I am going to walk through that.

The first criterion -- well, first of all, let's talk about this. Mr. Briske, you,

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obviously, mentioned this is from LDR to MDR. I just wanted to make it very obvious that there is no future land use amendment that is before this Board today. It is simply a rezoning from LDR to MDR. So we will stay within the same future land use amendment.

Now, number one requires us under the Land Development Code, Section 2-7.2(b)(4) to show that we are consistent with the Comprehensive Plan. As mentioned, there was no form amendment in this matter.

The staff -- I am going to go through my findings and the staff's findings. Obviously, the proposed amendment to MDR is consistent with the intent and purpose of the future land use category. And the staff's findings have already indicated that.

Just so you know that we can make use of existing public roads and availability of utilities and service infrastructure. I have the two engineers from Rebol-Battle, Mr. Battle and Mr. Rebol, here to answer any specific engineering questions.

As this Honorable Court is aware that should this pass, and we go forward, there will be

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a significant development review process that will handle all of those with staff comments from those particular departments. So we can meet that it is consistent.

Now, let me tell you something about the conceptual site plan as it relates to consistency with the current Comprehensive Plan. First of all, even though we are seeking from LDR to MDR, there are three things you need to know.

Number one, although it would allow us to go from -- four units to ten units per acre, we are not going to do that. That is not anticipated. Unfortunately, there is not a category between there that would allow for that. The only reason why we have to go to MDR is for the flexibility of widths to our lots. That's it.

So as it comes to the existing infrastructure right now, compatibility, and Mr. Rebol and Mr. Battle can speak to this, which will go through the development review process, all of that is already there anticipating the current plan anticipating four units per acre.

So while density will remain below the maximum allowable -- in other words, we are not going to do ten units per acre. This Honorable

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Board can't condition your decision today, I understand that. But please be advised with certain infrastructure, there is no way in the world that we can even reach that capacity. That is very important, because the concern with the public is, oh, my goodness, there is going to be ten units per acre. It's not even physically possible from an engineering or a general contractor's perspective.

So density will remain below the maximum allowable. So consistent with findings of the staff, I, too, agree that all requests to go to MDR is consistent with the Comprehensive Plan. Now, keep in mind, and Mr. Pyle accurately mentioned that those neighboring subdivisions are LDR, and everything around there is residential.

Now, when we get to spot zoning here in a second, I will introduce you to some projects that are already MDR that are residential. So the anticipated development will be residential, single-family homes consistent with LDR. The only reason to go up to MDR would be that flexibility with the width line on the lots.

Now, number two: Is our proposal consistent with the Land Development Code? Yes, it

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is. Residential is a permitted use within MDR. Single-family home is a permitted use. The property is surrounded by other residential. There is even commercial use, as Mr. Fisher indicated in the red that you saw there on the map. So there is commercial use near there, but it's also consistent with the surrounding use of that.

Really, with MDR, it would be the versus 60 feet versus 50 feet of your width line, which this Honorable Board is very familiar with that. As mentioned, only single-family dwellings will be constructed.

In looking at the staff's analysis on this, the staff also mentioned in the findings that the proposed amendment is consistent with the intent and purpose of the Land Development Code. A review of the current zoning map as it relates to the parcel in question shows that the property is surrounded by LDR zoning with the northeast corner abutting a section of commercial zoning district, which is the new Beulah Middle school.

MDR zoning would allow for an increase in 10 to 12 units per acre versus the four. However, as already mentioned, we don't intend to increase density.

With the single-family dwellings to be constructed, obviously, we are not doing any types of apartments or commercial uses. Even though there is that commercial in that right quadrant, the intended use is commercial, which is compatible.

So the staff has concluded that we are consistent with the Land Development Code, and I have as well. So I believe we meet that second criterion as well.

Now let's go to number three. Is the intended use compatible with surrounding uses? Yes, the proposed zoning is compatible with surrounding uses on all four sides of the subject property. The properties bordering all sides are the LDR. Our proposed development, as I have already said, is a residential subdivision, and it will remain within the maximum allowed.

The staff concluded that, yes, the proposed amendment is compatible with surrounding existing uses in the area. If you can see within that 500-foot radius, the staff actually already identified properties within the zoning districts of LDR, the single-family residence to the west and to the south and partially to the east.

So if you are looking at this, you will see that what we are intending to do, although there may not be MDR surrounding it, there is commercial in that right quadrant, is the fact that it is compatible with surrounding uses because it's all residential.

And we are excited because the new school is taking new students this year, and this will be perfect for that school because there will be another subdivision to accommodate Navy Federal and other business that are coming to this great county.

So based on that, we believe that we can satisfy criterion number three, which is compatible with surrounding uses, and the staff has indicated as such.

Number four, appropriate if spot zoning. Now, spot zoning, and I know this Honorable Board knows this, is not by itself prohibited under the Land Development Code. It's not prohibited whatsoever. But it's due potentially to adverse impacts on adjoining zoning if it carries a higher burden of demonstration that, if authorized, it will contribute or result in logical and orderly development.

All of us were listening intently when Mr. Briske went through all the criteria and the rules today because this is quasi-judicial. I will remind this Honorable Board that because this is residential, it contributes to the logical and orderly development. We are not seeking a conditional use or anything that would be out of the ordinary that would create urban sprawl or anything.

So the only thing that the staff is saying with spot zoning is that there is just not MDR that is contiguous. So if Mr. Fisher puts up the map, he's right. He's right in showing that there is not MDR that actually abuts that property, but that's okay because spot -- if one would conclude that this is spot zoning -- in other words, you have MDR surrounded by LDR, I will remind you that if you go down the road, another project that I worked on several years ago near Mobile Highway on Woodbrook Road, there was the MDR, which was Mr. Olson's project. And if you go about 2,000 feet, you have MDR over there.

But what is important to understand is commercial is a more intense use of a property than MDR because you can't even have an apartment

complex in MDR under the Escambia County Land Development Code.

So if spot zoning is bothering you right now because one would argue that MDR does not touch this, and it's LDR, I want you to focus on -- thank you, Mr. Fisher -- what Mr. Fisher put up on the board, all of that commercial property, which is a more intense district than MDR.

Now, keep in mind, while you haven't had the benefit, there is a conceptual site plan in there. And I know you can't vote today on condition. You have to trust me a little bit that in our conceptual site plan, if you take the full square footage of the property, there is no way in the world mathematically that it would work to be able to shove ten units in there. There is no way in the world it can happen.

Okay. Now, I do have the conceptual site plan. The engineers can speak to that. The only reason to go from LDR up to is because the product of what the builder is intending to do is higher-end homes, larger homes, and they will be beautiful. And they will have a different price package for those moving to our area with the amazing businesses that are feeding into our

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economy.
MR. PYLE: I don't want to interrupt you. But the last sentence in your number F, I think it would be beneficial for me, as well as others, if you can expand upon that a little bit. You said the density of the proposed development would fall below the maximum allowed by the existing contiguous zones. Just expand a little bit on that.
MS. SCHULTZ: Yes, Mr. Pyle. Thank you.
What I'm saying is that LDR allows four units per acre. MDR allows ten units per acre. If you approved and the BCC approved MDR, we would legally be able to do ten units per acre. However, mathematically, with this square footage and infrastructure, we would not be able to do that.
So we are using less density because we can't do ten units per acre.
MR. PYLE: I understood. I just thought there was a different -- I understood the first time. I was just trying to figure out if you were saying as part of the contiguous commercial that there was another mathematical equation to say, look, you could get X-amount. I get it. Thank you very much.

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MS. SCHULTZ: Yes. Because with infrastructure and the overall engineering of the project, with stormwater management and all that, it's not -- you couldn't even do this with this parcel. There is not enough acreage to accommodate that.
So when you talk about density, even though it would allow ten units per acre, due to the actual acreage of the property, the infrastructure, everything the engineers can speak to in the future development review, we are going to fall well below the maximum allowable because it's mathematically impossible.
Thank you, Mr. Pyle.
And, also, Mr. Fisher, if you don't mind, that commercial property up there, what I am also saying is that commercial under the Land Development Code is a more intense use due to its permitted uses and density than it would be in an MDR. So that is surrounding. So while most of it is LDR, you do have that pocket of commercial.
Now, the difference between the proposed isolated district, and this goes into what Mr. Briske was saying during his statement to all of us here, is that he used the word "not

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transitional."
And I love that word from a legal perspective, and here's the reason why. When you think of spot zoning, you think, gosh, you know, you're going from this use to this incompatible use. Okay? Not transitional. I love that word because you're going residential to residential, residential to residential, residential to the pocket of commercial.
So I would argue from a legal perspective that while spot zoning is not prohibited and that we can show that our residential beautiful neighborhood that will accommodate the people looking for housing in our area will contribute to logical and orderly development.
Additionally, it's important to know that the primary intent of both the proposed zone MDR and the adjoining land districts LDR, not the pocket of commercial, is to provide residential development, and that's what we are going to do. We are not going to take advantage of other permitted uses in MDR like we could because we want to do a subdivision.
The density of the proposed development would fall below, as I mentioned, Mr. Pyle, the

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maximum allowed by the existing contiguous zones because of just mathematics and engineering.
So we believe that we have met the appropriate if spot zoning and that we can satisfy that criterion based on our intended use and the fact that we will be using that within the MDR if so approved.
The last criterion that we have to meet is showing that our amendment is appropriate with changed or changing conditions. Now, what is important to understand, and the staff wrote an excellent report on this, is that the demand for residential use in the portion of the county has increased, simply to recent years due to development of the nearby Navy Federal. There is that 117-acre property that was recently done in 2015, which did receive an MDR, medium-density residential. That was another project that I was working on that I mentioned previously.
The staff has determined in its findings that the land uses or development conditions within the area surrounding the properties have not changed. The development with the area has remained low to medium-density residential, which I agree with.

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As the proposed parcel for the rezoning is MDR, the potential use is both densities and intensities allowed by that district would be compatible with the existing surrounding development patterns.

The staff has even found in its significant research that our intended use would not create or contribute to urban sprawl. So once again, the staff is not objecting to the fact that we can satisfy the appropriate with changed or changing conditions.

Based on the staff's findings that I have gone over, based on what I have identified, it is my legal opinion that we have met all five criteria for this Honorable Board to vote in favor of allowing us to go before the BCC with a Planning Board approval.

I will at this time ask Mr. Rebol to come up and discuss any questions relating to that traffic report that you all -- the traffic analysis. I know that is preliminary. And all of this will go before the department of review if we are allowed to go forward. And Mr. Battle if there is any engineering or specific questions relating to things that I'm not qualified to answer because

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I'm not an engineer.

CHAIRMAN BRISKE: We'll have you sworn in and state your name and address for the record, please.

(Jason Rebol was sworn.)

MR. REBOL: Jason Rebol, 2301 North 9th Avenue, Rebol-Battle & Associates.

CHAIRMAN BRISKE: Good morning. Just one moment before you start.

Ms. Schultz, do you wish to qualify him as an expert in the area of engineering?

MS. SCHULTZ: I do.

CHAIRMAN BRISKE: Have you previously been qualified in front of this Board as an expert in that area?

MR. REBOL: I believe I have, yes.

CHAIRMAN BRISKE: Horace, do you recall?

MR. REBOL: It's been a while.

MR. JONES: I know we had spoken. He definitely does many projects in the county. He's certified. We see his projects all of the time, so.

CHAIRMAN BRISKE: Ms. Schultz, let's go ahead and get his qualifications on the record so we can qualify him as an expert in the area of engineering.

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Whereupon,

JASON REBOL

was called as a witness and, after having been first duly sworn, was deposed and testified as follows:

DIRECT EXAMINATION

BY MS. SCHULTZ:

Q Mr. Rebol, where do you current work?

A Rebol-Battle & Associates.

Q And what does this firm do?

A Civil engineering and surveying services.

Q Okay. And with that, you all have the licensing required for a professional engineer on staff?

A That's correct, yes.

Q Okay. And how long have you-all been in business?

A Fifteen years.

Q And are you familiar with the Land Development Code in Escambia County and the Comprehensive Plan in Escambia County?

A Absolutely.

Q Have you testified before this Honorable Board before relating to land use matters?

A I have.

Q Are you familiar with the project before you today?

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A I am.

Q Have you prepared a conceptual site plan?

A Yes, we have.

Q Okay. Have you reviewed the subject parcel?

A Yes, ma'am.

MS. SCHULTZ: At this time I ask that this Honorable Board consider Mr. Rebol in his capacity as an engineer working with Rebol-Battle & Associates as an engineer and can testify relating to engineering and land use.

CHAIRMAN BRISKE: Thank you. Board members, any questions for qualifying this gentleman for being an expert in this area?

(No response.)

CHAIRMAN BRISKE: The Chair will entertain a motion to accept him as an expert.

MR. FEARS: Move to accept.

MR. PYLE: Second.

CHAIRMAN BRISKE: A motion and a second. Any further discussion?

(No response.)

CHAIRMAN BRISKE: All those in favor, say "aye."

MR. GRAY: Aye.

MR. PYLE: Aye.
MR. FEARS: Aye.
MR. INGWELL: Aye.
MR. CLAY: Aye.
MR. RUSHING: Aye.
CHAIRMAN BRISKE: Opposed?
(No response.)
CHAIRMAN BRISKE: Motion carries.
Let the record reflect that he will be listed as an expert in the area of engineering and land use.
Okay. You may proceed.
MR. REBOL: I really don't have anything prepared to tell you anything differently than what has already been talked about. If you guys have any questions, I will answer them.
As has been stated, when we go through the engineering process of it, obviously, it's going to be subject to all of the Land Development Code requirements, stormwater layouts, lot widths, sewer/water, all the infrastructure that is required to do a subdivision. So if there is anything I can clarify for you, I will be happy to.
CHAIRMAN BRISKE: I think it might just be helpful, Ms. Schultz has indicated that what you

can put on paper --
MR. REBOL: Yes.
CHAIRMAN BRISKE: -- and what you can actually put on the ground are two different things. Would you just explain?
MR. REBOL: Yes. So what we have planned out is a single-family subdivision product. This zoning district, that limits us to 50-foot lots. With the wetlands that are on the site that we are avoiding, that limits us to 111 lots per the zoning, which equals four units per acre.
That's what she is getting to. It's not physically possible for us to get any more density out of this property unless we start trying to go for the wetlands, which we are not going to do, because it's way over the half acre. As you may or may not know, once you get over a half acre, it gets very cumbersome as far as permitting and the time required to do that.
CHAIRMAN BRISKE: Okay. Questions? Yes, sir.
MR. PYLE: Two things real quick. One I mentioned earlier. There is obviously some power lines, massive power lines. There are poles that are being put there. Could you walk me maybe through, if you know, about the easement, number

one.
And number two, on the traffic study, and I won't hold you to this. Maybe they will. But would you estimate that the developer would share some of the burden of the cost of that traffic light if it is, in fact --
MR. REBOL: Well, I cannot -- I cannot answer that. Obviously, from what I just saw, given the traffic study, that signal was warranted now based on existing conditions. So, obviously, there is a need for a traffic signal at that location.
As far as the easement is concerned, the owner is already working with Gulf Power, and they provided an easement along their property line on both Rebel Road and Beulah Road for that infrastructure. So that has already been granted. Obviously, as you saw from the picture, the poles are already on the ground for those to be installed.
MR. GRAY: Mr. Chairman, I have a question.
CHAIRMAN BRISKE: Yes, sir.
MR. GRAY: Mr. Rebol, I do have a question. Do you have any idea what the estimated ADT is on Rebel Road? Have you seen any figures yet? Or maybe that's Mr. Forte.

MR. REBOL: No, I have not.
MR. GRAY: Okay. I might ask that later on.
I also wanted to ask, have you already worked with the County on how many points of access you're going to be gaining, and is it going to be on both Beulah Road --
MR. REBOL: Yes. The layout we have is both an access point on Rebel Road and Beulah Road.
MR. GRAY: Okay. And more than one on Rebel?
MR. REBOL: Just one. One on each.
MR. GRAY: Thank you.
CHAIRMAN BRISKE: Any other questions of this witness?
(No response.)
CHAIRMAN BRISKE: Okay. Anything else you would like to testify to?
MR. REBOL: Not at this time.
CHAIRMAN BRISKE: Well, we will just keep you here in case there are any questions that come up.
THE WITNESS: Absolutely. Thank you.
CHAIRMAN BRISKE: Thank you, sir.
MS. SCHULTZ: Thank you, Mr. Rebol.
CHAIRMAN BRISKE: Ms. Schultz?
MS. SCHULTZ: And based on that, if there are no questions for the applicant, then, as mentioned,

I believe we have met the five criteria, and I appreciate the staff's support. And thank you for your time.

CHAIRMAN BRISKE: Okay. Thank you.

All right. John.

MR. FISHER: John Fisher, Senior Planner, Development Services.

Right now we will go through -- just go through the staff's findings here for each criterion. Again, this is a rezoning from LDR to MDR for Z-2018-10.

Under Criterion A, Consistent with the Comprehensive Plan: The staff has under their findings: The proposed amendment to MDR is consistent with the intent and purpose of the Future Land Use category Mixed-Use Suburban, as stated in CPP FLU 1.3.1 Future Land Use Categories.

The category is intended for the mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of Allowable Uses are listed as: Residential, retail sales and services, professional offices, recreational facilities, public and civic, limited agriculture.

The amendment is also consistent with the intent of FLU 1.5.1, by making use of the existing public roads and the availability of utilities and service infrastructure.

Under Criterion B with the Land Development Code under the staff's findings: The proposed amendment is consistent with the intent and purpose of the Land Development Code. The applicant is requesting the MDR zoning designation for a 28.42-acre parcel.

The existing zoning allowances for the parcel is currently LDR, which provide limited range of uses and intensities that are included within the allowances of the requested MDR zoning district.

A review of the current zoning map, as it relates to the parcel in question, shows that the property is surrounded by LDR zoning with the northeast corner abutting a section of Commercial Zoning district, which is the New Beulah Middle School.

MDR zoning would allow for an increase in 10 dwelling units per acre versus LDR's four dwellings per acre and a lot width difference of 50 feet for MDR versus the 60 feet for LDR. MDR

zoning will only allow for single-family dwellings to be constructed. No apartments or commercial uses would be allowed. MDR zoning is the most compatible up-zoning change for LDR existing properties. All other zoning changes would allow for commercial activity.

Under Criterion C, Compatible with Surrounding Uses, the staff's findings: The proposed amendment is compatible with the surrounding existing uses in the area. Within the 500-foot radius, staff identified properties with zoning districts LDR and Commercial.

The property is surrounded by single-family residences to the west, south and partially to the east. To the north and northeast, a new middle school has been built and will be taking students this year, 2018. The existing uses and intensities on the ground are compatible with the allowed uses under the requested MDR district.

Under Criterion D, Appropriate if Spot Zoning, findings: Staff determines that the granting of the rezoning request from LDR to MDR would be considered or reinforce spot zoning as defined in the LDC, the majority of the adjacent properties being zoned LDR.

Furthermore, it appears that there is no MDR zoning abutting the LDR-zoned property and/or properties. Equally important, there would be an increase in the density from four to ten dwelling units per acre if the proposed rezoning request is granted. So it can be concluded that granting the request for the rezoning of this subject property would extend privileges not generally extended to the property similarly located in the surrounding area.

Under Criterion E, Appropriate with Changed or Changing Conditions, staff's findings: The land uses or development conditions within the area surrounding the properties have not changed. The development within the area has remained low to medium-density residential.

As the parcel proposed for rezoning to MDR, the potential uses, densities and intensities allowed by that district would be compatible with the existing surrounding development patterns. The proposed amendment would not create or contribute to urban sprawl.

That concludes staff's findings right there.

CHAIRMAN BRISKE: Okay. Board members, any

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questions for staff?
MR. PYLE: Yes. On the last finding, I actually caught one that says sport zoning up under findings.
But the last sentence is pretty definitive about extending privileges to other adjacent properties will not enjoy. Under your findings, would you basically establish that this is a transitional type of -- I see where you are saying it wouldn't contribute to urban sprawl. And if I'm a neighbor, I would maybe argue that point. But is it the opinion of staff that this would be a transitional type of -- because it is, I get the single family.
MR. FISHER: Correct. There's going to be -- we look at it from the standpoint of -- the reason you say transitional zoning is because it's the next zoning step allowed by code. We are not going to HDR, which would be a much more, you know, big step.
So this is the starting point, and next, you have MDR, then HDR, and then you go up to HDMU and then commercial. So that's when we look at transitional from that aspect of the Land Development Code.

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MR. PYLE: This is an odd one, to say the least, with the little commercial strip coming down. You look over, and you have somebody is raising Sicilian donkeys over here. It's a very interesting location.
And I just wish -- it's backwards in my opinion, where a DRC type plan, if it were in place, this would just make life a lot easier. But I'm preaching to the choir. But I do appreciate the time. I can tell there was time spent on that report.
So moving on.
MR. JONES: And if I may, Mr. Pyle. I believe -- and correct me -- all of that commercial property is school board property; correct?
MR. FISHER: Correct. Yes, that is school board property, which we also consider is a major traffic generator.
MR. JONES: And, also, I believe that school basically got approved, I think, before we did our definition of spot zoning changes. With the understanding is this: When we talk about -- when we look at the definition as is, we have to take it as is. It references density.
So going from LDR to MDR, looking at the

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picture literally, basically, it appears to be spot zoning in our estimation of reading the code as is. And that's the only thing, just reading the code as is. MDR and LDR are not -- as you stated, there's some on the other ground. But within that immediate vicinity and close proximity, the zoning as is is LDR. And with the definition, the definition does say intensities or densities.
CHAIRMAN BRISKE: Okay. I have a question for staff members. Is there any zoning category between four dwelling units per acre and ten dwelling units per acre?
MR. FISHER: John Fisher. No, there is no zoning category between those.
CHAIRMAN BRISKE: Okay. Is there any option available to this developer to adjust the lot widths for the project that they are proposing?
MR. FISHER: There is another avenue they can always do. And that is called a plan new development, PUD, where, basically, they can come in and ask for a variance for every single lot of 50 feet.
But then that's also a more extensive process. They said they will have to provide something useful for the public or the county, make

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it a more enhancement project, not just your regular throw-down lots and houses, added sidewalks and trees, amenities and such.
CHAIRMAN BRISKE: Okay.
MR. JONES: And then yes, that's the thing, as John stated, with the PUD, we would have to have some added benefits. And coming before the Board, there will be a site plan that can be submitted to the Board, a public meeting, basically, that we're locked in that development at the lot width and the density. But there must be some benefits given to the community to accept a PUD.
CHAIRMAN BRISKE: Okay. Thank you. Any more questions for staff from the Board?
MR. GRAY: Well, I'm probably going to echo a little bit of what my neighbor here was saying, which is, we have an absolute change in the area. And that is Navy Fed. Ten-thousand jobs have been created right down the corner.
There is no question that conditions -- it may not be immediately adjacent, but proximate and regional, have changed. They have changed for the State of Alabama and for the Northeast of Florida because of this.
So we ought to expect to hear more and

more a room full of debates about what is happening, what is changing. The character is changing. The nature of all this is changing because of this phenomenon.

So I will reiterate a point I made probably at the last meeting and the meeting before that, which is, this area deserves to be master planned. This would very much encapsulate the vision and the hopes that this community has for this area. But the fact is it has not been master planned.

We are to be working within the confines and the constraints and the benefits of a Comprehensive Plan and a Land Development Code that we have on the books. I fully expect that my next year of service on this Board will be full of meetings just like today's because available land is going to become necessary -- necessary for residential development.

So the pattern with which we are seeing applicants coming forward, I don't have any reason professionally to expect it to change at all. So, again, without a master plan in place, we don't really have any guideline beyond what we already have adopted for this area.

So while this may seem like we are maybe having spot zoning, maybe not, I just don't see how this is a shock to anyone, given that we have located a massive employer in the middle of an agricultural sprawling -- I'm sorry -- an agricultural suburb/exurb, which is beyond the suburbs in my opinion, location in the county. So they went for inexpensive land, and they got it. And the result is now we have to build a community around that.

So, again, I'm just -- I'm not frustrated. I'm just stating the fact as we are going to have to expect these types of meetings in the future if we don't have some political drive to master plan the area and give us some real guidelines of how these developments shall be put forth in front of us and how they shall make concessions.

MR. FEARS: Mr. Jones.

MR. JONES: And Mr. Gray is correct. But I do know the fact that the commissioner of the district is definitely looking at -- he's engaging the community. He's engaging the staff. There was a town hall meeting last week. He's definitely talking about a master plan for the area.

Since what you mentioned is political, he is definitely talking about that. He's going to be bringing it before the Board for some action. I don't know when, but definitely in the near future for the master plan, because we do know that Navy Federal is a driving force with the understanding -- with the understanding that we must say this: Although Navy Federal is a very economic entity. And we love them. They are doing wonderful things, but the community, they still have some concerns. The surrounding properties still have some concerns on whether or not the infrastructure can meet up what the growth demands.

MR. GRAY: Well, I'm just saying be advised here that Navy Federal is the first primary employer. Wait for the secondary and tertiary and quaternary employers that come in support of this primary growth pole originator, which is Navy Federal. Wait for those to come. Because like I said, you basically have a town being birthed, and we are all dealing with the pains of that. So beware.

MR. PYLE: I think the benefit of the master plan again, and I hope it does go on record and it resounds to our County Commissioners. The benefit

is that the community has input on what to expect in the future. I think the community is fortunate.

By representation of Ms. Schultz, it sounds as though, I think, they have a potential good neighbor. Now, I will let them be the judge of that. If the case were just cut and dry, anybody has the right to come before the Board to ask the same thing, I think, if articulated in a very organized manner.

But if the community doesn't have the input or at least the vision of what to expect in their community -- that is why this is so backwards. We are going to -- every one of these, we are going to have this absolute abrasive relationship between developer and owner and putting more of a burden on Ms. Schultz's position going forward for any other person representing developers. But I will leave the -- I'll get off the soapbox now. But we will move on.

CHAIRMAN BRISKE: Thank you.

Ms. Schultz, redirect or cross-examination? Do you have any for the staff members?

MS. SCHULTZ: No, Your Honor.

CHAIRMAN BRISKE: Okay. Thank you.

At what point are you going to enter the traffic testimony? Do you want to do that --

MR. JONES: Yes.

CHAIRMAN BRISKE: -- as part of your presentation now?

MR. JONES: Yes. Mr. David, he can come and speak to the letter, as well as to some of the LOS standards of what he believes for the Rebel Road. He can talk about those things.

CHAIRMAN BRISKE: Okay. Before we do that, let me just make sure that everyone is very clear on this. Can we bring up the criteria on the screen?

We regularly have discussions in here about traffic and drainage and all kinds of things that are very important to the community, but they are not part of the criteria that we must consider. Now, we have explained this in prior meetings, but we will explain it again.

After this, if the developer comes forward, and they may have already done this, they need to go through the development review process, which picks up things such as traffic, access, stormwater. I mean, the list is literally pages long that they have to qualify for.

So sometimes people feel like, well, the cart is before the horse. You are allowing them to do a rezoning before you know what the case is. Well, unfortunately, that is the way the system works.

These are the criteria that we must consider. If we think they have met these criteria, then we support it. If we feel like they have not met these criteria, we can't support it. Okay?

So I just want you to know, because I'm sure a lot of you may be here today to discuss traffic issues and stormwater and all those things. Like I said, they are very important. But they are just not in the purview of this Board to make those decisions.

Now, we will get them on the record for you so that you can go to the Board of County Commissioners and share your concerns because you have to get them on the record here first. But just realize we don't take those things -- we are not allowed to take those things into consideration when we make our vote. Okay?

So there may be a major traffic issue. I don't know. Okay? But that's not this Board's

purview to handle that. That's through the DRC process, which is also a public process. The public has availability to make comments there as well. Okay?

So let's just make sure because we are having someone come and testify to information that is not really one of our criteria here. But I just wanted to make sure everybody understood what that is.

So with that, David, if you will please be sworn in. I don't think you were when we first started. And then state your name and position.

(David Forte was sworn.)

MR. FORTE: David Forte, Escambia County Public Works, Division Manager of Transportation and Traffic Operations.

I apologize if the memo wasn't provided earlier than, obviously, this morning. We attempt to do everything we can to work as closely with the Planning and Zoning Department to provide them as much information as possible to make whatever decisions, obviously, this Board is going to eventually make and recommend on to the County Commissioners.

So I don't know if you have had the time

to kind of read through the memo. We do attempt to give you a memo for all rezonings.

We are very much cognizant and aware of the growth that is occurring in the Greater Beulah Area, if you want to call it that.

As far as Rebel Road goes, it is a local road. I would say it's probably getting to the point where it's slowly but gradually moving to more like a collector-type roadway. That area and just in general, as we all know, it's just growing. We are seeing developmental review, site plans come in two, three every single week for subdivision and commercial developments in the area.

However, the county does not have a -- currently have a concurrency program. I know that that was removed several years ago, I think, when the Department of Community Affairs was essentially terminated, and then there was the Department of Economic Opportunity.

And I believe the Board of County Commissioners stated that they wanted all Land Development Code and the Comprehensive Plan provisions to essentially mirror whatever the federal or state requirements are. So there is at that point, the State removed concurrency.

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Essentially, that is our way of tracking the roadways when a development comes in and be able to work with that developer applicant to provide the infrastructure and improvements that would be needed to accommodate that growth or that specific development.

As for Rebel Road, like I said, it is a local road. Currently, we anticipate 800 trips per day on Rebel Road. This is south of Nine Mile Road. So, typically, your local roads are in the three to five-thousand max trips par day.

So we do have a professional traffic specialist under our division, Mr. Allen Petford (phonetical). He is someone I lean on greatly. There is only a handful of those in the State, and there are only a couple of thousand in the entire country. He is extremely qualified. He was not able to perform a formal study in the time frame to provide that.

But his opinion is that it is functioning within the allowable capacity. Eight-hundred trips per day may sound like a lot to some, but in Escambia, that is, actually, not much at all. Obviously, if you develop out, I believe with rezonings, you are not really supposed to look at

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the potential property development. You are supposed to look at the zoning or the potential rezoning itself.

So if it were to be fully built out at ten units per acre, I'm not sure what the size is. Even at that, it would still function within the allowable capacity for the roadway.

What we try to do is we try to also give you a snapshot of the area around it. So we also provided you with some information on Nine Mile Road, which is, obviously, just to the north of this site and intersects with Beulah Road.

We have been working with the school district and the Department of Transportation to try to provide any improvements we can to Nine Mile Road to accommodate. Obviously, as everybody has already mentioned, we have Navy Federal. We have a school that is opening up in less than a week and other potential developments in the area.

There was a signal warrant study done at Beulah Road and Nine Mile Road just recently, and the Department did warrant that for a signal. So we are currently working with our counterparts to see what we can do to try to move that project forward sooner rather than later, as they do plan

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to four-lane that roadway once they are kind of wrapping up.

By next year, they should be wrapping up the widening of Nine Mile Road that is going on now. They do have design to four-lane from essentially where they are stopping, which would be to the east of Rebel Road, to the west of Beulah Road and carry it all the way back to Mobile Highway. So it may be that that signal is constructed during that construction. It may be something that we can move forward sooner than that construction.

But we are aware of the growth in the area. We are aware that the roadways are seeing more traffic than they have, even five or ten years ago. We are doing everything we can. Obviously, the developmental review process, if it were to get there, then we really can kind of hold the developer to the Land Development Code requirements. But, obviously, with rezonings, we try to keep it more general in nature for the Board's considerations.

CHAIRMAN BRISKE: Okay. A question for you. You addressed 800 trips per day. Is that Rebel Road?

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MR. FORTE: Yes, sir.

CHAIRMAN BRISKE: And you said the capacity is three to five thousand?

MR. FORTE: A local road, typically, when you get three to five thousand based off conditions, that's when you start thinking about moving to a collector roadway.

UNKNOWN SPEAKER: (Incomprehensible.)

CHAIRMAN BRISKE: We cannot take any comments from the crowd because it's being recorded and everything. So please keep your comments to yourself.

You mentioned a light at the corner of Mobile Highway and Beulah Road.

MR. FORTE: I'm sorry. If I said Beulah, I meant to say Rebel Road.

CHAIRMAN BRISKE: Okay. That's what I was going to just clarify. So it is Rebel Road and not Beulah?

MR. FORTE: Rebel Road. There is a signal at Beulah and Nine Mile.

CHAIRMAN BRISKE: Okay. Now, are there any plans for the other end where Beulah Road crosses Mobile Highway?

MR. FORTE: The Department does plan to

four-lane all the way to the Alabama line. They are just kind of segmenting. Right now they are wrapping up by next year, the four-laning from Beulah Road back to 29, 29 to Pine Forest. They will then back up from, essentially, Beulah or just to the west of Beulah and carry it to Mobile Highway. That will be the third phase, if you want to call it, and the fourth phase will be --

CHAIRMAN BRISKE: Now, I'm specifically talking about on Mobile Highway where Beulah Road and Mobile Highway come across each other.

MR. FORTE: Yes. And in that four-lane project, they do plan to drastically improve that intersection, if you want to call it that.

CHAIRMAN BRISKE: Okay. So where you say here that the traffic signal is warranted, that is warranted on Rebel Road now before any future development, or is that a result of this proposed development?

MR. FORTE: The way that the Department worded it was a little vague, but they did warrant the signal now based off of future development and knowing about what is planned to be developed, the school and whatnot in the area.

We do -- with our Planning and Zoning

Department, we do track kind of the entire area. You may have even seen this map before. It shows in the last five or ten years all the developments that have either been approved or proposed in the area. That map was instrumental with the department with warranting the signal at that intersection.

CHAIRMAN BRISKE: Yes. I think on a side note, Horace, that map that he's discussing would be something good for this Board to have. I'm not sure if you heard me.

MR. JONES: I'm sorry?

CHAIRMAN BRISKE: He's discussing a map that shows all of the proposed subdivisions or proposed projects and everything. That is something that this Board would need to have in the future.

MR. JONES: Right. Yes, sir, Commissioner. We do have that map available. But we, also, have a surrounding subdivision map that I would like to introduce. I asked for this to be done. I would like to introduce it as evidence showing the close proximity of the surrounding subdivisions that are either built or that are in the process. I would like to submit it in as evidence.

CHAIRMAN BRISKE: Can you tell us where that

map has come from?

MR. JONES: This map was developed from our DRC project file with the approved subdivisions, those that have been final platted and those that are in the process from our Escambia County GIS layer as well.

CHAIRMAN BRISKE: And do you believe that is a true and accurate copy of those records?

MR. JONES: According to our files, yes, sir.

CHAIRMAN BRISKE: Okay. Any questions before we consider this for evidence?

MR. INGWELL: David, when you do your -- when you do traffic estimates --

MR. FORTE: Yes, sir.

MR. INGWELL: -- do you consider future potential developments in the area as well?

MR. FORTE: We do, yes, sir.

MR. INGWELL: So you would use the map that Horace -- or the data that is on that map as part of your modeling?

MR. FORTE: Not specifically that map, but we do, yes, sir.

MR. FEARS: Your 800 trips per day, that is reflective of a snapshot measurement or --

MR. FORTE: That is as of April of this year.

We noticed 800 trips per day.

MR. FEARS: Understood. And understanding just from memory, there is a side entrance into Beulah Middle School off of Rebel. I don't know if that is going to be general public or bus.

MR. FORTE: My understanding is it's going to be a bus entrance. The general public will be off Nine Mile Road, essentially right across from Allegheny Avenue.

MR. FEARS: Which would be then any families coming from the south by car would have to enter Nine Mile Road before they get to -- so they would have to travel the entire distance of Rebel Road, get on to Nine Mile --

MR. FORTE: Right.

MR. FEARS: -- and turn in the front of the building?

MR. FORTE: That is my understanding, yes, sir.

MR. FEARS: And you list here on your document that the speed limit at that intersection of Nine Mile Road is --

MR. FORTE: Yes, that is incorrect.

MR. FEARS: -- 55.

MR. FORTE: Yes. I think that is further west

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of Mobile Highway. It's actually 45 in that segment.

MR. FEARS: But it probably will change with the onset of --

MR. FORTE: The department has as of last week -- the Department of Transportation when I say department. I apologize. They have agreed to allow an advisory speed limit of 35 miles per hour along Nine Mile Road, essentially from Beulah to Rebel, which is kind of in the entrance area of the school. It will technically be 45, but they will be advising you to drive 35 in that area.

CHAIRMAN BRISKE: Okay. Other questions? Mr. Pyle?

MR. PYLE: So at the property, it's beyond me why they didn't already have a turn lane off of Nine Mile to Rebel Road. Given the construction of the school, I am like, why wouldn't they put that financial burden on the school?

But wouldn't it be safe to say that DOT in its wisdom is thinking that with the four-laning that's going to be captured at some point? The light and/or this turn lane as well?

MR. FORTE: Yes, sir.

MR. PYLE: I mean, is that safe to assume?

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MR. FORTE: Yes, sir.

CHAIRMAN BRISKE: Any other questions?

MR. PYLE: Thank you.

CHAIRMAN BRISKE: All right. Let's go back to our evidence that Horace is asking to be entered in.

MR. JONES: Yes, sir. We would like to submit this as showing the subdivisions at that enclosed proximity to the parcel in question. So that's what we -- there could be some fused. There could be some that are not there.

But as you can see -- as you can see, there is definitely -- definitely many subdivisions that are being final platted adjacent to that. But you do see the zoning, which is LDR. And across the road, you may see some MDR as well. But those were the ones that we captured today.

CHAIRMAN BRISKE: Now, just to be clear, these are not all just brand-new subdivisions?

MR. JONES: No, they are not.

CHAIRMAN BRISKE: Some of these --

MR. JONES: Some of these definitely are final platted, already in the process of being built. And some of them have been final platted, but some of them already --

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UNKNOWN SPEAKER: So all of these are final plats?

MR. JONES: Final plats, yes, sir. These are all final plats.

CHAIRMAN BRISKE: These are all final plats?

MR. JONES: Uh-huh (affirmative expression).

CHAIRMAN BRISKE: So this doesn't have any of the newer projects that may be in the process right now on it?

MR. JONES: Not -- not at this time because we would definitely need a bigger map because it's definitely growing.

CHAIRMAN BRISKE: Okay.

MR. PYLE: Horace, can you tell me what -- I'm sorry to interrupt. Can you tell me a little more about that subdivision that is being constructed right now south of Beulah Church Road in that little triangle? Do you know what the yield is? I'm sorry.

MR. FISHER: John Fisher.

The parcel you're talking about, the triangle on Mobile Highway, is called Crimson Point. They have a -- gone through DRC and got a development order for the preliminary plat and construction plans for 35 plots. So that is

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already being constructed at this point. And it should be receiving final plat once they submit any time they feel like submitting.

MR. GRAY: Anything else not on this map, not captured by this map maybe?

MR. FISHER: There is a lot more details through other maps. There is a lot more -- there can be some proposed lots that have preliminary construction plans submitted.

Again, what you're looking at is what has been final platted only.

MR. GRAY: Yes, okay.

MR. FISHER: It's not showing any of the proposed. It could be under construction or is about to break ground.

CHAIRMAN BRISKE: I think going forward, Horace, because there is so much growth, we need to have a map that shows ones that are final plat that may still have lots available to build, then ones that are preliminary that we know are coming for the whole area out there because we need to have a broad picture of what is happening for the whole area out there.

MR. GRAY: Just as an aggregate?

CHAIRMAN BRISKE: Right.

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MR. GRAY: All of it together is thousands.
CHAIRMAN BRISKE: Right.
So going forward, maybe if we could have that at each meeting for the next -- until we -- if we go through with the master plan, until we at least get that, so we kind of know what is coming on line.
MR. INGWELL: Basically, a status, a snapshot?
MR. GRAY: Just for this area?
MR. JONES: We can pull it up right now. It's a huge map. We can pull it up right now if you want to get a quick glance, the one from the town hall.
CHAIRMAN BRISKE: It's up to the Board. I mean, I don't think I need it for this particular case, but I'm just talking about overall planning for the area, I would. But if the Board wants to see it, that's fine.
MR. FISHER: I mean, we can always show what we presented to the town hall meeting.
MR. INGWELL: Yes, I would agree. Like a status snapshot of the developments and where they are in the process.
MR. GRAY: Yes. I think that would do wonders for our ability to ground in fact what is reality

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today. Thank you, Mr. Chair.
CHAIRMAN BRISKE: Maybe somehow color code it by saying these are final platted, but they have lots available still. This one is preliminary, or this one just started.
MR. GRAY: Maybe even showing available lots or how many lots built.
CHAIRMAN BRISKE: Approximately.
MR. JONES: The map does display that information.
CHAIRMAN BRISKE: Well, let's bring it up since we are talking about it.
Wow.
MR. JONES: Yes, sir. It's big.
CHAIRMAN BRISKE: You weren't kidding.
MR. GRAY: Can we get a mouse cursor over our current discussed parcel today, just to highlight to the audience and whoever what we are talking about today? I think you're right there. Thank you.
CHAIRMAN BRISKE: Okay.
MR. JONES: And it's changing weekly.
MR. INGWELL: I have a question on school zoning. Is it always commercial, or is it public or --

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MR. GRAY: I think it's institutional.
MR. FISHER: School zoning, depending on the zoning category, sometimes that's -- like this Beulah Middle School had to go through the Board of Adjustments because it was zoned LDR, so it had to get conditional use to get approved by the Board of Adjustments to allow a school in LDR.
MR. INGWELL: So that commercial zoning or Coastal Airport with the New Beulah School is currently commercial. It could be public? It could be --
CHAIRMAN BRISKE: Mr. Gray?
MR. GRAY: Institutional.
MR. FISHER: The commercial did not need a conditional use, but the school was also over LDR. So the western part of the school had to get a conditional use because it was zoned LDR.
MR. JONES: But it is a public -- it definitely is a public use. Definitely.
MR. INGWELL: Well, commercial is kind of a misnomer.
MR. GRAY: Is it an artifact of the past zoning?
MR. JONES: An artifact of the past zoning. And we do have lots of public entities that still

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have the original zonings. We are moving toward that.
MR. GRAY: Cleaning it up?
MR. JONES: Cleaning it up, yes, we are.
CHAIRMAN BRISKE: Okay. So if we could, let's get this copy to all of the board members after the meeting. Just maybe e-mail it to everybody so that we have it as a reference. And anytime it updates, please do that.
Okay. Back to this exhibit entered into evidence. Ms. Schultz, did you receive a copy of what the staff is proposing to enter into evidence?
MS. SCHULTZ: I did.
CHAIRMAN BRISKE: Okay. Do you have any questions concerning that or anything?
MS. SCHULTZ: No. I just want to add that it does include the MDR that I was talking about, that Vintage Creek Subdivision.
CHAIRMAN BRISKE: Can you come to the microphone?
MS. SCHULTZ: Yes.
CHAIRMAN BRISKE: Thank you.
MS. SCHULTZ: When we were talking about the spot zoning and what I was talking about, this further illustrates. If you can see Vintage Creek

Subdivision in the left-hand top corner, and if you look at Woodlyn Meadows, which is down the road, I believe, unless Mr. Fisher corrects me on this, that Woodlyn Meadows is an extension of that MDR. That was platted -- I mean, that was approved as an MDR subdivision.

So these are two subdivisions, although not bordering the subject parcel, that are in the vicinity that we would say, you know, are basically doing what we are asking to do with respect to the MDR.

Thank you.

CHAIRMAN BRISKE: All right. Thank you.

Board members, has everyone had a chance to look at the Staff Exhibit A that they are proposing?

(No response.)

CHAIRMAN BRISKE: The Chair will entertain a motion to accept into evidence.

MR. FEARS: So moved.

MR. GRAY: Second.

CHAIRMAN BRISKE: A motion and a second. Any further discussion?

(No response.)

CHAIRMAN BRISKE: All those in favor say

"aye."

MR. GRAY: Aye.

MR. PYLE: Aye.

MR. FEARS: Aye.

MR. INGWELL: Aye.

MR. CLAY: Aye.

MR. RUSHING: Aye.

CHAIRMAN BRISKE: This will be marked as Staff Exhibit A for the record.

(Whereupon, the above-mentioned document was marked as Staff Exhibit A.)

CHAIRMAN BRISKE: Okay. Anything else, Horace, from the staff members? Any additional cross or questions, Ms. Schultz?

MR. GRAY: I do.

CHAIRMAN BRISKE: Okay. Go ahead, Mr. Gray.

MR. GRAY: I might just suggest that we work on the color coding. I don't know if I have some minor, you know, color blindness. But I'm having trouble with principal arterial, minor arterial and collector and local. Other than there is a difference in the line file for local, the other three look pretty identical to me.

I can see it purple barely, but I don't know if I notice the difference between purple and

what's that principal arterial color? Is that black? I mean, it's just tough. We usually use -- what do you call it -- some sort of more contrasting colors when we are trying to display a map. It's just a tough one.

CHAIRMAN BRISKE: All right. Ms. Schultz, anything before we go into the public comment portion?

MS. SCHULTZ: No, Your Honor.

CHAIRMAN BRISKE: Thank you.

Members of the public, as I said before, we are going to ask you to try to stay very concise and keep your comments to the criteria in the case. I know some of you have other concerns, and it's fine if you want to get them on the record so that you can bring them up at the Board of County Commission.

But, again, we can only consider these five criteria when we are making our decision. I just want to make sure everybody understands that.

For those members of the public who wish to speak on this matter, please note that the Planning Board bases its decisions on the approval conditions and exceptions described in 2-7.2 of the Escambia County Land Development Code currently on

the board.

During our deliberation, the Planning Board does not consider general statements of support or opposition. Accordingly, please limit your testimony to the approval conditions and exceptions described in Section 2-7.2.

Also, please note that only those individuals who are present here today and give testimony will be allowed to speak at the Board of County Commission meeting.

Mr. Douglas Clifton, we will ask you to come forward, be sworn in and state your -- be sworn in and then state your name and address for the record, please. Good morning, sir.

SPEAKER DOUGLAS CLIFTON: Good morning.

(Speaker Douglas Clifton was sworn.)

CHAIRMAN BRISKE: Thank you, sir. Your name and address for the record, please.

SPEAKER DOUGLAS CLIFTON: Douglas Clifton, 9641 Rebel Road. My mail box is in those pictures. I'm sorry for taking up your time today, but I thought I would be able to express more about --

CHAIRMAN BRISKE: You say whatever you would like to say, sir.

SPEAKER DOUGLAS CLIFTON: Don't -- I'm sorry.

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There are several things I would like to mention. One is the lady said that they would not put more than four units per acre, but they want ten. Why change it?

Secondly, Rebel Road is as wide as it will ever get. You can't hardly pass two school buses on it now. And you got a school there that is fixing to put a hundred school buses a day on Rebel Road.

And if you add too many homes in there, those of us who live there are at a bad disadvantage. And the majority that live right adjacent to that property are seniors. I will be there one day.

And it is a low-lying water area, and that could be a problem with the rest of us. Other than that, I appreciate it.

CHAIRMAN BRISKE: Okay. Sir, let me just clarify one thing. Are you opposed to the approval, or if done correctly addressing your issues, are you okay with the growth?

SPEAKER DOUGLAS CLIFTON: If something could be done with the traffic, but, you know, personally, I don't see it. But yes, I'm against it, unless they can do something with it because

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it's a problem now.

I have problems sometimes getting out of that driveway because of the traffic, and it hasn't even begun yet. Come school time and Navy Federal adding another 10,000 people, we are going to have a major problem out there. So I would like for somebody to consider that.

MR. GRAY: May I ask a question, Mr. Chair?

CHAIRMAN BRISKE: Yes, sir.

MR. GRAY: You're on Rebel Road there in the rough area. Across the street from you is either an undeveloped field or trees?

SPEAKER DOUGLAS CLIFTON: The field.

MR. GRAY: I'm noticing, and this might be inaccurate, but I'm noticing from Google Earth images that there is no striping on the road. Is that about accurate, the way you remember the street to be? There is no center line?

SPEAKER DOUGLAS CLIFTON: That's about right. I don't recall any striping, except right up next to Nine Mile Road.

MR. GRAY: Around the intersections is what I'm seeing.

SPEAKER DOUGLAS CLIFTON: Yes.

MR. GRAY: I also notice that the road is

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about 12 feet wide on each lane.

SPEAKER DOUGLAS CLIFTON: That would be stretching it.

MR. GRAY: You think so?

SPEAKER DOUGLAS CLIFTON: Yes.

MR. GRAY: I just caution --

SPEAKER DOUGLAS CLIFTON: It's at the minimum width 40 years ago, and that doesn't meet -- from what I understand, it doesn't meet the requirement of the width.

And now Gulf Power has put two humongous poles, one on each side of the road. And they are only about three to four foot from the pavement. So there is no lighting on that road.

MR. GRAY: Well, I do want to caution you that when you do ask for a widened road, you are asking for vehicles to behave as though it's a much wider road, which means they will go even faster than they do today.

SPEAKER DOUGLAS CLIFTON: Yes. Well, I realize that is an issue. But the big issue is me trying to pass all of these school busses.

MR. GRAY: Okay. Well, thank you, sir. Thank you for enduring my comments. I appreciate it.

SPEAKER DOUGLAS CLIFTON: Thank you.

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CHAIRMAN BRISKE: Sir, is there anything else? Anything else to add?

SPEAKER DOUGLAS CLIFTON: That's it.

CHAIRMAN BRISKE: All right. Thank you, sir.

Ms. Schultz, any questions of this gentleman?

MS. SCHULTZ: No, Your Honor.

CHAIRMAN BRISKE: All right. Thank you.

Our next speaker is James Faxlanger; is that correct?

SPEAKER JAMES FAXLANGER: Close enough.

CHAIRMAN BRISKE: I will let you pronounce it. How about that?

(Speaker James Faxlanger was sworn.)

SPEAKER JAMES FAXLANGER: For the record, Jim Faxlanger. I live at 4159 Erika Court out there in Beulah. I have been out there about 14 years.

I am absolutely opposed to rezoning of any plats out there from what it currently is, LDR to MDR, HDR or anything. The problem we are having out there in Beulah are national mark stone is an orange cone.

And, unfortunately, the county with all of its bureaucracies can't keep up. And the traffic light we are talking about that is

proposed, that is a State function. They can't even put one out in front of the school. I know we are not here to talk about the traffic.

However, I will say one quick note, that the only way you are going to get to go eastbound on Nine Mile is to go -- either shoot down to the light at Beulah, turn right on Beulah Church Road, which Beulah Church Road is a very thin road as well. It's got no stripes. It's got speed bumps all down it. All the way to get to the four -- the four-way stop and take another right off Rebel Road, another thin road, as the gentleman just got done saying, and take a right.

So you have all of that inflow traffic that is going to start picking up with the new school. The school isn't the issue.

It's LDR. It's LDR around there, four houses per land. You are talking about approving -- do a waiver or a change to the zoning. You are giving the development the opportunity to go from around 100 homes into a development to 280 homes. That is a significant impact.

So I ask that you gentlemen do not kick the can down the road. Vote no. Send it on and be done. Thank you very much.

CHAIRMAN BRISKE: Okay. Thank you, sir.

Any questions of this gentleman?

(No response.)

CHAIRMAN BRISKE: Thank you, sir.

Ms. Schultz, any questions of this gentleman?

MS. SCHULTZ: No, Your Honor.

CHAIRMAN BRISKE: Fay Blue.

(Speaker Fay Blue was sworn.)

CHAIRMAN BRISKE: Good morning.

SPEAKER FAY BLUE: Fay Blue, 6120 Beulah Church Road.

CHAIRMAN BRISKE: Thank you.

SPEAKER FAY BLUE: I live at the corner of the new subdivision that they are putting in and the one that they are wanting to put in, right on the corner.

Gulf Power got 60 foot off that road you were asking, 60 foot, to put them big ol' wonderful poles right on the corner of my house. I have an acre and a half. And when I moved out there, it was country.

But now with the school coming in, and they have the busses routed to Beulah Church Road, the cars are going down Rebel Road. I'm on the

corner. There is just no way that that traffic -- I'm out in my yard every day. I see the traffic already. It's horrible. And how -- how they can even consider putting in -- I think I understood him to say 110 houses on that piece of property, which is now just a field. The subdivision in front of me is only doing 35 houses. And that is 15 acres. And this is only 21 acres. I mean, to me that doesn't even sound comprehensive. I mean, how can you do that?

But my concern is the traffic. I know you said that's not what you are here about. This is my first rodeo, as they would say, so I don't know how this works. But all I'm saying is I'm against it. I do not want that many houses, because if they put an opening coming on to Rebel Road and one on Beulah Church Road for that many people, I mean, that whole area right there is just going to unbelievable.

And I know we have growth. I understand Navy Federal is great. But, you know, the ones of us who lived there before Navy Federal, we would still like to continue to enjoy living where we live. I have lived here for 21 years. And when I purchased my place, I didn't realize that

eventually one day it would be like this. But I understand growth is growth, you know. But still, that's all I have to say.

CHAIRMAN BRISKE: Okay. Thank you so much. You did a great for your first time.

I had a question, Ms. Schultz. If you will come to the microphone, please. If you will come forward, please.

MS. SCHULTZ: Yes.

CHAIRMAN BRISKE: You mentioned that the engineers have drawn a plan based on MDR; is that correct?

MS. SCHULTZ: Yes.

CHAIRMAN BRISKE: Okay. Have they done a plan for LDR if it were to remain the same, and how many units would that yield? I just want to see what the difference is between what you can put on the property right now with no zoning changes and then what it would change to if the zoning was approved.

CHAIRMAN BRISKE: We will go ahead and introduce Mr. Battle again here.

MR. REBOL: Mr. Rebol.

CHAIRMAN BRISKE: I mean, Mr. Rebol again. Oh, I'm sorry.

MR. REBOL: I'm trying to remember, to be

honest with you. I know we have 111 at the 50-foot lots. And I want to say it was in the low 90s to mid-90s with the 70-foot lots.

MR. GRAY: Sixty.

MR. REBOL: I mean 60. Excuse me.

CHAIRMAN BRISKE: So there's about 20 additional lots?

MR. REBOL: Yes.

CHAIRMAN BRISKE: I don't want to speak for you, but approximately?

MR. REBOL: That's approximate, yes. To be honest with you --

MR. GRAY: And that's, again, because he's working around wetlands on-site. He's working around different easements. And, obviously, you have to allot for a road to get into each home.

MR. REBOL: Yes. And the layout that we have currently is just a slight layout. It's based on no engineering as far as stormwater and stuff like that. Probably, I would say it's at its maximum density at 111 lots right now.

MR. GRAY: And you have back-off for retention?

MR. REBOL: Right. And we have areas shown for retention. But until they are designed, we are

not sure if they are large enough or not.

MR. GRAY: Just a quick question, Mr. Chair, for a minute.

What is the rough -- we usually estimate about 30 percent of a parcel for development that usually is going to be sacrificed to public access, stormwater and different easements. Would you roughly guess that based on your experience?

MR. REBOL: Yes. If it's, you know, a flat --

MR. GRAY: Let's say you have a hundred acres?

MR. REBOL: Yes, if it's just a flat hundred acres that doesn't have any, you know, things to work around. This one has wetlands, so it's a little bit different.

MR. GRAY: So you usually lose about --

MR. REBOL: You can generally figure 25 to 30 percent.

MR. GRAY: And if we don't utilize any -- oh, my gosh. I lost the word -- recompress the different lots --

MR. REBOL: Clustering.

MR. GRAY: Clustering. Thank you.

If we don't use any clustering allotments, most LDR would experience the same amount of loss as an MDR or as an HDR. That same

loss exists in each -- no matter what the land use category is -- the physical environmental restricts us from what we are able to do no matter what zoning is present?

MR. REBOL: I would say exactly.

MR. GRAY: So, again, I'm just trying to express a reality of the development world to some of those in the audience who may not understand that there is going to be some sacrificial loss or a rough estimate of loss when you look at any property, regardless of land use.

So when somebody says, if we switch it to an MDR, we are still staying around the same number that we would have gotten if it were a pure l00 percent use of LDR land --

MR. REBOL: Right.

MR. GRAY: -- even though LDR land, you will have to take that same portion out. So, really, the book says we can have 100 units, let's say, if it were enough, but we can only get 70.

MR. REBOL: Right.

MR. GRAY: I'm just making a point clear three or four different ways so that we all can see it. Thank you, Mr. Rebol.

CHAIRMAN BRISKE: All right. Thank you. I

just wanted to clarify that.

But at this point right now, the property can go through the DRC process without any additional approvals other than the DRC process for development. So what you're asking is to have narrower lot sizes, which would we're saying approximately 20 lots, give or take.

MS. SCHULTZ: Yes. Probably a little less.

CHAIRMAN BRISKE: Probably less, okay. That's fine. I just wanted to make sure I understood.

Ms. Theresa Blackwell.

SPEAKER THERESA BLACKWELL: Could you put up the zoning map, please? And how much time am I going to have if my time starts here? I had someone donate time to me. Is that going to be honored?

CHAIRMAN BRISKE: I have not seen anyone donate time.

SPEAKER THERESA BLACKWELL: Jacquelyn Rogers donated to me. Time not starting yet.

(Speaker Theresa Blackwell was sworn)

CHAIRMAN BRISKE: Okay. Yes. Ms. Rogers is donating her three minutes as well. And remember, Ms. Blackwell --

SPEAKER THERESA BLACKWELL: Yes, I know. Be

concise.
CHAIRMAN BRISKE: Remember a board member can ask you questions to extend your time. So we know that you're leading the charge out there in Beulah, and we will honor that and work with you. We just ask that you not repeat the same thing over and over. Okay? Just because once we hear it, we hear it. There is no need telling us five times in a row. I'm not saying that you have done that, but that's all I'm trying to do by keeping us concise. Okay?
SPEAKER THERESA BLACKWELL: Okay. Thank you.
Theresa Blackwell, 9535 Tower Ridge Road. I live in Beulah. And I just want to start by responding to some of the things that the applicant's representative said this morning.
One, "You have got to trust me a little bit." No, we do not. We have -- we make these decisions based on what that would allow on that property, and that is how we have always operated in this room. Promises, things change. Owners change. That is not how we make decisions here.
And her persuasiveness, I think, in this case extended to the analysis done by staff. Overly generous, I would say.

So what they intend to do should not have been discussed so extensively here because that is not a factor in our decision here today. What matters is what this would allow.
Also, the representative has equated residential with medium-density residential. No, it's not. Medium density is not the same as low density. If it were, we would not bother with having two different categories. So you can't say it's compatible because it's also residential. That is just not true.
Spot zoning, now, we heard this morning that the western part of that school was actually LDR, so that piece of land is surrounded by LDR. There are houses on big lots. There are donkeys and goats across the street.
A school is -- is allowed in residential districts. That is not a commercial -- being used as a commercial property. The long, skinny part, that is the entrance to the school. And those are compatible with residential areas.
What this would do if you changed LDR in that one spot to MDR, it will create a spot, like a cancer, that can grow on to the surrounding properties.

And how do we know what these owners will do? The promises of this property will not carry over to those. Surrounding properties will be able to say this is a transitional area. So I should be able to get medium-density zoning.
And they could build ten units per acre. That is not appropriate in that neighborhood. That is a bucolic neighborhood with animals, et cetera.
Navy Federal, yes, Navy Federal is here. And we just saw a chart that said we have 7,000, at least, units of dwellings going in between the houses and the apartments. If you want to put more density, then put it near Navy Federal, like at OLF 8. It should not be out in the areas which are trying to still be semirural.
So LDR zoning already is too dense because you changed that to allow more residences per acre in 2015. So it now allows four per acre, which was not true for most of the zoning that was combined into that category.
The example of Vintage Creek of and Meadow Field, I can't wait to talk about that. They may have gotten MDR zoning, but that is not how they were developed. It turned out that Vintage Creek did not even need that MDR that they

got changed into MDR. They developed actually within the LDR guidelines.
So that is really stretching to find a couple of subdivisions MDR in the entire area and say this is not spot zoning. This clearly is spot zoning. This is the definition of spot zoning.
And to hear how this has been discussed this morning, I just have to try and control my temper because Beulah is exploding. It's been allowed to explode with development that is tearing that place apart. It's destroying it. And it should not go further with this.
Now, these are the comments I prepared. I am opposed to this rezoning for several reasons covered by Criteria C, D and E. This change would allow up to 280 houses up against houses on large lots in a bucolic neighborhood.
Criterion C says, "All the uses and intensities the rezoning will allow, not just those the applicant proposes, must be compatible with the surrounding development." Despite staff analysis on this, yes, the surrounding uses are residential, but they are low-density residential.
Density -- medium-density residential would not be compatible with the surrounding houses

on large lots. 280 houses compatible, tell that to the donkeys and goats just across Beulah Church Road.

This is the main criterion, Criterion D, spot zoning. I agree with staff analysis on this. Granting the request to rezone to MDR would create an isolated zoning district as defined in the LDC. All the residential land surrounding the parcel is low density. The increased density allowance would extend privileges not generally extended to the surrounding property owners.

And as far as changes in the surrounding area, I guess I have addressed that. We are addressing, you know, we have plenty of housing, believe me.

Thank you.

CHAIRMAN BRISKE: Thank you, Ms. Blackwell.

Jackie Wilde. Good morning.

(Speaker Jackie Wilde was sworn)

SPEAKER JACKIE WILDE: Hi. I live 6511 Frank Reeder Road. It's probably close to two miles away from the property on Rebel Road.

MR. JONES: Let me pull the mic to you.

SPEAKER JACKIE WILDE: I travel down Rebel Road almost every day. I drive a 2500 Chevy pickup

truck. Driving down that road now, I have to go off the road when other vehicles come down Rebel Road. It is not wide enough for school busses.

You have to please consider the safety of those of us who live there now as opposed to the people who will be driving on Rebel Road taking their children to school, school busses. And I understand we are not supposed to speak about traffic concerns today, but it is a very big concern to those of us that live in Beulah.

We moved to Beulah 11 years ago. We bought a home and property. We have chickens horses, dogs, cats and we moved to Beulah to live in the country. Every day that is slipping away faster than what we can blink.

And I ask that you consider the quality of life for those of us that live in Beulah and have lived in Beulah for a long time. And I feel like if you change the zoning district, it opens the door to more changes that will have a negative impact to those of us that live in the area and who will live in the area in the future.

That's all I have to say. Thank you.

CHAIRMAN BRISKE: Thank you.

Any questions?

MR. GRAY: Mr. Chair?

CHAIRMAN BRISKE: Yes.

MR. GRAY: Maybe I don't have a question for this woman.

I'm getting two mixed signals here. On aerials, I'm seeing that the road -- Rebel Road has been striped and allows for -- I guess it has a passing because it's a dashed stripe on Rebel Road. On my street view images --

SPEAKER THERESA BLACKWELL: They did stripe it.

MR. GRAY: So it was recently striped? I'm assuming in the last four years?

SPEAKER THERESA BLACKWELL: It is striped, but that does not change the width of it.

MR. GRAY: Okay. Hold on. My second question is: What is the -- Mr. Forte, do you know the actual width of each lane, and what is the full width of the paved right-of-way?

MR. FORTE: Actually, I just was mentioning to Director Jones that staff is actually wrapping up a traffic report, not just for Rebel Road, but for several other roadways in the area of Klondike, Eight Mile Creek and whatnot. I hope to have those reports done over the next few to several days.

I don't know if that would be something that this Board would like to see prior to making a decision today. But it would provide you with the exact -- what the travel lanes widths are, what the roadway asphalt widths are, what the right-of-way widths are, clear zone issues, anything that may be deficient on that roadway and other roadways in the area. I don't have that available today, but I could have it within the next week or so.

MR. PYLE: I can tell you personally that I drove it, and I don't recall the striping whatsoever, and it's a very narrow road, period.

MR. RUSHING: If you look at the staff pictures that are provided to us in our package, it is striped.

MR. GRAY: Again, the aerials show it. The street views don't.

MR. PYLE: I think the picture was taken back in April of '04. I don't know so much, David, what can be done in that time frame, but I can tell you I do not recall the striping whatsoever. Maybe it was darker, rain, whatever.

UNKNOWN SPEAKER: It was done recently.

MR. GRAY: Oh, so you're saying the striping may be worn off?

MR. PYLE: No, not at this point.
MR. FORTE: We recently -- we recently striped this roadway and several other roadways in the area over the past couple of months. From what I see right now, that yellow skip line essentially would be a passing zone. If I can guess, you're probably looking at 20-foot asphalt.
MR. GRAY: I think 12; right?
MR. FORTE: Well, asphalt width is probably about 20. So you probably have 10, maybe 11-foot travel lanes.
But, again, I can give you that report over the next few days if that is something you would like to see prior to making any type of decision.
MR. GRAY: Well, I think the BOCC would definitely appreciate it because it's going to be transferring over to them probably. Yes, it would be interesting to know what your actual lane width is, what these folks are describing.
That's it. Thank you, Mr. Forte.
CHAIRMAN BRISKE: Thank you.
Teresa Oldaker. Good morning, ma'am. Please be sworn in and state your name and address for the record.

(Speaker Teresa Oldaker was sworn.)
SPEAKER TERESA OLDAKER: Teresa Oldaker. I live at 10000 Rebel Road.
I'm against them rezoning. I have chickens, dogs. I have pictures of foxes and turtles, all kinds of critters that are out there.
Rebel Road is very narrow. Me, personally, whenever I see a truck or a school bus, I pull over to the very edge of the road and actually stop until they can pass by. It is -- it's dangerous.
And where she was speaking about putting two exits into this neighborhood that she was speaking of, whenever you have more than one exit going into a subdivision, that invites a lot of crime. And it's unsafe for the officers as well, because if you have more than one exit and something happens in there and the officer goes to a call, there is a way for them to get out.
So any subdivision that you-all do allow to be done, please keep it at one way in and one way out, preferably even a gated community where they are safe and we are safe.
I just -- I just pray to God that you-all please don't let them put ten houses on that land.

I have three acers of land. I have been out there for 30 years. I bought my land from my aunt. They had 40 acres, and they were farmers. And just please don't let this pass, please. I'm just begging you.
And I welcome you to come to Beulah and drive our roads and look at what is there.
And as far as the school goes, thank God I do not have any children that are in school to go to that school, because where the entrance to the school is right there on Nine Mile Road, it's dangerous. It's dangerous just to cross Nine Mile Road.
A lot of times I will got to the right and go on down and make a left to go over and then turn around and come back the opposite direction because you can't cross it. I'm right there by the school. And I just don't -- you-all should come to Beulah Monday morning. I think it would be very, very interesting. I will even bake you some cookies and serve you coffee, you know.
MR. GRAY: What was the address again?
SPEAKER TERESA OLDAKER: 10000 Rebel Road. And I make some real good cookies.
But I just -- it's destroying our

community. I love other people coming into our community. And before we allow any more to come about, please come to Beulah and ride through the subdivisions that are already there.
There is one on Mobile Highway close to Beulah Elementary School that has been there for ten-plus years. And I am going to be willing to bet you that there is no more than 20 houses in that subdivision. And that is a big subdivision. It's actually kind of across from where the old, old Beulah school used to be on Mobile Highway.
So why are we tearing up more things to make more subdivisions whenever what is there is not even being developed? They are just destroying the land.
And like I said, I seen four foxes the other morning at 5:30 in the morning just sitting out in the field. And I'm like, they are running. They have nowhere to go.
And I have little animals, and I have to keep my little animals in because the foxes are going to eat them. They are just -- they are pushing us everywhere. I understand how the animals feel because I feel that way. But it's just sad.

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And please don't change our zonings in Beulah anymore. Leave them -- I mean, it was -- whenever I first bought my land, it was like one house per five acres. Then it was one -- you know, one house per acre. Then it went to four.

MR. GRAY: Can I pause your time? You have already run out of time, but I'm going to ask you a question.

SPEAKER TERESA OLDAKER: Okay.

MR. GRAY: But can I pause you?

What was the previous dwelling unit per unit of LDR? It was quoted as four per acre now. But do you recall what it was, Mr. Jones?

MR. JONES: It should have been R1. It should have been R1. I don't know, but I can find it out for you.

MR. GRAY: What would you guess it would have been? Would it have been one per acre? It wouldn't have been down to one per acre?

MR. JONES: I don't think it would have been one per acre, but I'll find out.

MR. GRAY: R1 was one per acre. You're saying it was R1?

MR. JONES: We're going to look at the old zoning, but I can find the information. Give us a

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couple of seconds.

MR. GRAY: Yes, I would just like to know because we were relating --

SPEAKER TERESA OLDAKER: It was one. Then it went to two, and then it went to four.

MR. GRAY: We were relating this information earlier, and I was going to ask, and you reminded me to ask, so if you can just hang tight with us for a second.

Did you have any more you wanted to say before we lost you?

SPEAKER TERESA OLDAKER: I just -- please don't destroy what we have left. There are so many people. I mean, a lot of us out there are retired. We can't afford to just -- I worked so hard, and I'm talking about a man's job, I did, to get what I have and pay for it and have a home. And I just retired. I can't afford to pick up and go somewhere else. I worked really hard for what I have, and just everything around me is -- and like I said, the little animals, you know, they are even being devastated. We all are being devastated. And it is sad. I mean, I'm here for growth and all.

But really, that Beulah school, somebody

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needs to address that. That is bad. Like I said, come out there Monday and watch school start. It is a nightmare. And I feel sorry for the children. And I see a bunch of kids getting seriously injured, if not killed, crossing that road. There is no crosswalk or anything there.

MR. GRAY: You know, you remind me of something that was a big challenge with growth in Gulf Breeze. And it was school starting time associated with -- what do you call it -- just morning rush-hour traffic.

And I remember what they did as a school board. They decided to go ahead and adjust the school start time. I'm not sure if anyone in the county has ever thought of that or if that would even be a solution.

But it was an adjustment that they made to great avail. In other words, those schools were able to get the busses in, and the parents were able to do everything they needed to do. And it was a little bit of an adjustment of life.

MR. FISHER: Two dwellings per acre.

MR. GRAY: So, previously, we were allowing, just to get the answer while you were waiting for us, two dwelling units per acre.

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MR. JONES: The old zoning was rural residential.

MR. GRAY: RR.

CHAIRMAN BRISKE: RR, yes. That's what I was thinking.

SPEAKER TERESA OLDAKER: It was one. Then it went to two and then to four.

MR. GRAY: And that was changed at what date, Mr. Jones?

MR. JONES: Yes. The new Land Zone code was adopted April of 2015. So the old zoning was RR. So I don't know about the R1.

MR. GRAY: And I wonder on that image that we showed earlier, which we don't have in front of us, that was showing all the little call-outs, the different developments that are occurring, I wonder how many of those are occurring after 2015?

MR. JONES: That's what I have to research because some of them probably had been approved under -- had preliminarily applied under the old zoning construction planning and then final platted afterward. So we will have to research that one.

MR. GRAY: So out of all these -- let's just pick one out. Lakeshore Preserve or Covington or Brookhaven, these are all occurring after the

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adoption of the new future land use map and the new zoning?

MR. FISHER: John Fisher.

It's a mixed. We could pull up a map and kind of look. If we look at Vintage Creek, it was zoned R3. If you look to the west at -- she has a map there. Where are we? Hawthorne Grove, which is off of Beulah, was R1. The big parcel right here was R1. Everything in between there was RR, except for Beulah -- the corner of Beulah Church Road and Beulah Road was R1.

There are a lot of RR's there. So there has been a lot of changing in the RR area where they have been to four dwelling units.

MR. GRAY: So what I'm saying is, what I'm insinuating possibly is, not only the fact that we have a major employer coming to town and creating a massive demand for housing proximate to there, but, also, we in effect doubled the capacity of the lands in some areas by right, and that might have spawned some of the things that they are experiencing as community members and that we are seeing as a Board. Is that possible?

MR. FISHER: From your standpoint, yes.

I just want to talk about the

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transitional from the 2015, the old code to today's code. There are spots of R1 there when we did the zoning consolidation. So R1 allowed for four dwelling units per acre. RR allowed for two dwelling units per acre.

So, basically, when we combined these, we had to take the higher number because we couldn't down zone into R1. So that's why we have -- everything is LDR. In that whole Beulah area, it's zoned LDR at four dwelling units per acre.

MR. GRAY: So we look at the benefit that we could not take, but the cost is that we had to then raise up the bar and give in essence.

MR. JONES: Right.

MR. GRAY: And I think some of these folks are experiencing some of the effects of that, possibly, combined with their proximity to one of this community's largest employer to reach -- I don't know. I don't know if anyone has reached 10,000, except for maybe the military. It may be the largest pop in employment opportunity since maybe the military arrived here.

So I just think that -- I think it's germane. It's important to mention that we are looking at some of the people who have experienced

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this change. And you're looking at a span of 35 years. 2015 was pretty recent to occur. And so was Navy Federal showing up was pretty recent. They have been there for 35 years. So I can imagine.

MR. JONES: And, Mr. Gray, if I may, if I may. It was discussed briefly. Prior to 2011, we did have transportation proportion mitigation. We did have some type of concurrency for traffic. We did have concurrency for the school board.

So, therefore, if the development did not meet that level of service, the developer had to basically help with the roles. They had to help with the school. So, therefore, but when it was --

MR. GRAY: Removed.

MR. JONES: -- removed in 2011 by DEO, that made things go differently. So that's why the infrastructure.

MR. GRAY: And now we have growth but no mechanism to fund the infrastructure to catch up with the growth.

MR. JONES: Absolutely.

SPEAKER TERESA OLDAKER: Well, one reason that they cannot widen some of the roads that are out there, like Rebel Road, is because we, as land

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owners, whenever that road was created, we gave 15 foot. Each side gave 15 foot for a road to come down through there.

So here a couple of years ago, the county tried to get us to give another 15 foot so that they could make it wider. And I had already given my 15 foot. Now, if I had never given 15 foot, the county could have took 15 foot from me on the road.

See, that's why they are having the problem that they can't widen some of the roads out there is because the land owners are the ones that give -- he give 15 foot. I give 15 foot. You got 30 feet for a roadway to go down there. And we gave it, and the county paved it. Well, once you give the county 15 foot of your property, they can't take another 15 foot from you. Are you following me?

MR. GRAY: Well, I mean, they could --

MR. JONES: Yes, yes.

MR. GRAY: -- very easily.

But the point I'm trying to make to you also, and I'm just cautioning you on what you are wishing for, is the wider road is a much more dangerous and faster road. And I'm looking at -- I'm actually physically looking at vehicles on your

street --
SPEAKER TERESA OLDAKER: Right.
MR. GRAY: -- that now has striping on it. But I'm also seeing vehicles, like a mini van and a school bus, both on your road through images because I'm seeing it physically.
SPEAKER TERESA OLDAKER: Right. There is not enough space.
And on Frank Reeder Road, I ain't comprehended this one yet. They put a speed limit sign there that says 45 miles an hour. Frank Reeder Road is a subdivision. There are driveways on and off of that road. It's not Mobile Highway or Nine Mile Road.
MR. GRAY: I think we jumped completely off of topic.
SPEAKER TERESA OLDAKER: Rebel Road, our speed limit on Rebel Road is 30 miles an hour. And Rebel Road dead ends into Frank Reeder Road. And Frank Reeder Road goes to Beulah Road, which is a fast road.
I don't understand who is doing the road signs and stuff out there. I'm like -- and there are two four-way stops on Frank Reeder Road, and they have had accidents there where people have

been seriously injured because they are flying through there. I don't understand what they are doing out there.
And as far as the neighborhoods, if I knew how who to give the information to, I would go riding through all of the neighborhoods that they are building all the time. I will count the houses and how many empty lots there are and send you the information.
CHAIRMAN BRISKE: All right. Thank you.
SPEAKER TERESA OLDAKER: I will go through every neighborhood there is in Beulah and give you that information if you tell me which one of you guys to give it to.
You-all have a nice day.
CHAIRMAN BRISKE: Thank you so much.
Is there anyone else that has not already spoken on this topic that wishes to speak?
(No response.)
CHAIRMAN BRISKE: Hearing none, we will hereby close the public comment portion.
Ms. Schultz, if you would like to come back forward.
MS. SCHULTZ: Yes, Your Honor. Very briefly.
I am just going to go through the

criteria very quickly because that is what the law requires us to do. I only heard from one person in opposition that went through several criteria. The other comments didn't relate to any criteria.
First and foremost, we meet the -- we are consistent with the Comprehensive Plan. Staff concluded that as well.
Number two, we are consistent with the Land Development Code. Staff concluded that as well.
We are compatible with surrounding areas. Staff concluded that as well.
Now, number four, appropriateness of spot zoning, the staff mentioned that spot zoning in its report and verbally, Mr. Fisher had said, and it's true because this is what the code said: "Spot zoning is not by itself prohibited under the LDC, but due to its potentially adverse impacts on adjoining zoning, it carries a higher burden of demonstration. That if authorized, it would contribute or result in logical and orderly development."
Well, as a lawyer, when I think of spot zoning and have been dealing with spot zoning for 19 years of my career in multiple counties, I can

tell you the logical and orderly development from residential to residential is not spot zoning. It would be something that would be incompatible with that property with those other uses.
Now, you all saw the map, and I thank county staff for bringing that up. Those other subdivisions that are highlighted in there that are MDR are there. They are not adjoining the property or contiguous or touching, but they certainly are there.
Now, as far as the other thing, so there is no -- there is no difference between the proposed isolated use under the law, which is our property, and its adjoining districts. There is no difference because you're going residential subdivision, residential subdivision, school, residential subdivision, residential subdivision.
So when I think of spot zoning legally, I think while, yes, MDR is not physically touching, I think in a court of law, we could demonstrate that because its residential to residential and all residential, that it's logical and orderly in its development, and it's non-transitional. You are not going from an auto repair shop to, or a funeral home, to residential, residential and school.

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You're going residential, residential. So for that purpose, I believe we meet that criteria.

Like staff, I agree that the findings indicate that we have met the appropriate with changed or changing conditions. It's all residential.

Now, Mr. Pyle, you had asked, and I think, Mr. Gray, you had also asked about the possibility of even though we know we have to go through a departmental review process, Mr. Rebol was able to communicate with me during some of the other testimony.

In an LDR, now, this is not holding the numbers, it would be about 95 to 97 units. Now, with the MDR, you can put about 109 to 111. So you're right. You have to take into consideration the mathematical circumference of the actual property itself.

You have to have no negative impact to wetland, as we all know. You have to take in stormwater. You have to take in infrastructure. So to the extent we can get to the next step, we are going to sit down with the county staff and go through the development review process.

Most of the opposition comments are

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legitimate as it relates to a departmental review process. Traffic, drainage, concurrency, all of that. In fact, traffic, actually, is not before this Honorable Court today, as Mr. Briske has said.

It's great that we have that. And trust me, those concerns will all be thought through whether we stay LDR or MDR because you have to by law; right?

So let's go back to what we are here for today. We are here today on one issue. Can the applicant demonstrate that we have met the five criteria to go from LDR to MDR? Yes. Unfortunately, MDR would allow the intensity with density going to ten units. But I'm here to tell you, friends, there is no way in the world that we could get ten units per acre. The developer would wish. But that's not the price product for this. These are bigger homes, nicer, compatible, new, beautiful homes with larger square footage.

But mathematics dictate that with the circumference of the property, you couldn't do that anyway. It's just that is the next zoning category that we can go up to have some flexibility on the widths of the lots. So that's it.

And based on that, I'm here based on

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evidence only. I think we have demonstrated that we can meet the five criteria. While I recognize staff's comment on spot zoning, their findings, it's just because MDR is not against it.

But it would be completely different if I was trying to shove in there, or the applicant, something with MDR compatibility that is certainly not residential. But because it's residential, Mr. Briske mentioned at the onset, hey, not transitional and the orderly -- you know, the orderly and logical development. Orderly and logical. So I have met that.

So I think based on that, and even hearing the opposition, I think we have met our burden of proof, and I ask this Honorable Board to move forward in favor of our request. And we thank you for everything you have done today.

CHAIRMAN BRISKE: Thank you, Ms. Schultz.

Board members, questions of any of the parties?

MR. CLAY: I would like to ask the attorney a question. Attorney Schultz?

MS. SCHULTZ: Yes, sir.

MR. CLAY: When you -- you were speaking about the relative minimum, not minimum, but the four

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units per lot, what you're requesting. Then you spoke about the relative maximum, which is ten units per lot. Would you say that we would be setting a precedence to allow you to go from an LDR to an MDR?

Now, in times past, people's word meant something. And I think that you're sincere with what you're doing. But what about the developers that are coming after you? And they get in the midst and say, okay. We have 10,000 jobs coming to Pensacola. And they say, you know, we can't squeeze ten in there, but we can darn sure squeeze nine and a half. But the precedent has been set with allowing you to go from LDR to MDR. And then for the developers who are coming after you, they have to have that same access.

Do you think it's fair to the community that's out there?

MS. SCHULTZ: I thank you, Mr. Clay, and I think that is a very good question. I appreciate your question.

Two points. I think, you know, anything could be set as precedent, although I respectfully disagree only because each zoning case, regardless of saying, well, hey, I can do it over here, so,

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therefore, you have to grant that, this is a quasi-judicial proceeding.

And as such, if the applicant can demonstrate that the criteria can be met based on the intended use of the property, the current use of the property and staff's analysis, they walk through this.

I think that there is not a precedent only, because a future developer in one of those neighboring communities or adjoining land owners to the extent they wanted to do something different that was not allowed within the existing future land use map or the zoning would still have to come before this Honorable Board and demonstrate why they can meet the criteria should a rezoning be necessary.

MR. CLAY: I hear what you're saying, but right now there isn't any oversight for that.

MS. SCHULTZ: Well --

MR. CLAY: What you just said, there isn't any oversight for it, because once -- once someone, a developer comes in, and they decide that we want to increase our number of lots, then they can do it. And once you have been approved, then that's the law. We cannot treat one developer any different

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than we treat another developer. That is the law.

MS. SCHULTZ: Well, Mr. Clay, with all due respect, I think the Escambia County staff works diligently and tirelessly in taking case by case. I have had cases, and they know, in my career that I have won on one. And the next case, I think, well, based on this adjoining property, the property across the street, slam dunk, and I agree to take the case, and I lose.

So I'm here to tell you, based on my 19 years of legal experience, that the county staff thoroughly investigates each application and determines on case by case, not on what another adjoining land owner was able to establish. But because this is a quasi-judicial proceeding and because the Land Development Code and the Comprehensive Plan have certain procedures that one must satisfy, you can't just take this and say, well, give it to me because of the neighbor across the street.

It could be that someone wants to go to MDR because that person wants to do something different than residential. So while I understand, Mr. Clay, that concern, in my history of working with the county, they have always thoroughly

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investigated, and this Honorable Board has never in my history, because I had one that I tried that same tactic, and I was unsuccessful.

SPEAKER THERESA BLACKWELL: Mr. Clay, I would like to answer that, too.

CHAIRMAN BRISKE: Go ahead. Please proceed.

MS. SCHULTZ: Okay. So I'm hoping that answered. I think that precedent is something that you can't -- there is nothing in the code or the law, and one of the county attorneys is here and can clarify this, that says, because you did it for this property, you have to do it for this property. Because, remember, every application is unique.

I could have come in here and asked for something other than possibly residential within MDR. And that was not -- that's not what I would do because that's not what my client wants to do. So while I appreciate the concern, I think legally that could not happen, and I give the staff a lot more credit for taking this on a case by case process.

MR. CLAY: Okay. Attorney Schultz, let me share this with you. You have 19 years of attorney experience. I have 30 years of administrative policy --

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MS. SCHULTZ: Right.

MR. CLAY: -- at the graduate level and postgraduate level, public policy, public law. Now, I disagree with you when you say that when you have a policy in place, and that policy is the law, that this unit can go and apply that law differently from what they apply to you.

If they do that, then that is a disparity, and you're talking about similar situated circumstances, where you have one developer wanting to do this, developer A. And, secondly, you have developer B wanting to do the same thing, and you are going to tell me that they are going to apply the law differently. I'm sorry. That's not the law.

MS. SCHULTZ: What I'm actually saying is they are going to apply the law uniformly and go with procedure. And the policy is the Land Development Code and the Comprehensive Plan. And an applicant is required to do that with substantial convincing evidence.

The county attorney can confirm that. You can't just say, well, because you did it over here, you have to do it here. I agree with you to the extent that the law, which is the Land

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Development Code and the Comprehensive Plan, is applied uniformly to all applicants. But each application is different.

MR. CLAY: And they, the county, should apply by Title VI.

MS. SCHULTZ: My experience with the county, even with very similar projects, is that they apply the law uniformly, and it may not end up with the same results.

MR. CLAY: Okay. We are not going to agree on this. Thank you.

SPEAKER THERESA BLACKWELL: Can I answer that? Can I answer that, too?

CHAIRMAN BRISKE: Yes, go ahead.

SPEAKER THERESA BLACKWELL: Therese Blackwell. The applicant, actually, has been attempting to justify that this is not spot zoning using this exact argument and having to stretch to two subdivisions that aren't even in the immediate area.

So if you turn this into MDR, that is much more compelling for someone who actually is within that 500-foot resident area. And since, you know, she may have a history with this county, but this county has changed how it handles spot zoning.

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And it has enabled that designation to be less frequently applied.

So if there is a spot of MDR there, the neighbors will have no trouble saying they are a transition to the LDR on the other side. So the argument that you take it case by case, yes, they will take it case by case, but they will be able to say their property is transitional. And from there, it can spread throughout Beulah like a cancer.

Thank you.

CHAIRMAN BRISKE: Ms. Schultz, any redirect on that?

MS. SCHULTZ: No, Your Honor.

CHAIRMAN BRISKE: All right. Thank you.

Any other questions?

MR. PYLE: I would just say that the spreading, I think, has already occurred. I think four years ago was too late. I mean, four years ago is when the plan, a master plan, should have, would have, could have.

But I would, again, encourage you regardless -- I'm not asking you any questions. I'm not going to preach. I am just stating that regardless, this Board doesn't need to be reminded

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by people in the community or by an attorney what the criteria is.

We are not swayed by the charisma of an attorney, nor do I believe the staff is. Now, I will tell you that it does make a difference. Agents do make a considerable difference in how they present their argument. I think this is one that was done very well.

I have a feeling that everyone up here feels your pain. We are not against donkeys. We are not against unicorns. We are not against chickens. That's what happens when we get off course. And we, unfortunately, are faced with the criteria and the criteria alone.

Now, again, I said in the beginning, this is almost backwards. If we had this master plan, you would have input on what would be in that position. You would like the field to stay there, I would imagine. I would imagine the field would be great. Unfortunately, for the owner, I don't know that this is fair.

I just think we are going to continually have this rub back and forth every time somebody comes in here. And, unfortunately, you are assigning, in my opinion, wrong arguments to the

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Board. We are, again, only by the criteria.

I think the staff did a great job on this. I notice the depth with which you went into. I don't believe it's been persuaded by the agent in any shape, fashion or form. And I don't think like the implication that that is the case that we are so easily swayed, that the charisma of one person has more bearing over somebody else because it's equally as heart wrenching when somebody is talking. I think if I lived on Beulah Church Road, I would be upset. I would be furious. It is a huge change.

But I don't think going over that and rehashing that, and, again, we constantly address traffic and all the things it could be. I know that once, if this occurs, they have all rights by the law to reach the maximum potential if it's ten.

I agree, because I have been in their shoes in the past, there is no way they will ever reach it. That doesn't make it anymore palatable. I don't think that, well, they are never going to get ten. So, therefore, I will let them have it. It won't be that bad on you folks. That's not what we look at. We look at it based on the criteria alone.

And it's frustrating when the planning phase, I know that you share that opinion to some degree. And I think everybody up here does. It's frustrating, but this is what we have.

And this "not in my backyard," I feel for you, because in Perdido we went through the identical, same process. And while you may not think it was the same, I don't know how many times we came up and finally found that our argument needed to be focused in other directions.

And I think, Ms. Wilde, you did a great job of addressing the specific criteria, making this a much more difficult decision, I promise you that. But I'm done with that. I'm sorry. Again, we are getting our swipes on both sides that we are being persuaded by somebody.

Oh, and they are going to be beautiful homes. They may very well be, but that's your job, to represent your agent. But we can't say, oh, we can ideally place this perfect home. It won't be so bad, Ms. Blackwell. Don't worry about it. We can't go there. We don't have the convenience of doing that, unfortunately. I wish we -- no, I'm glad we don't. But moving on.

MR. FISHER: Mr. Chairman.

CHAIRMAN BRISKE: Thank you, Mr. Pyle.

Yes.

MR. FISHER: Just a couple of clarity points from a development point if this project would move forward in any way, the development of this Rebel Road, as everyone is kind of concerned about as well, there will be -- most likely, the county will ask for a donation of right-of-way, which would help make the expansion easier for Rebel Road in the future to expand it.

Also, part of the development review, since they are approximately within two miles of a school, they have to provide sidewalks up and down Rebel Road as well. So that would be another enhancement. These are things that would be mandatory to give to the county and the right-of-way. Actually, this is just little insight. There would be an expansion of the right-of-way on their side to allow Rebel Road to expand in the future without the county having to purchase the right-of-way.

CHAIRMAN BRISKE: That would happen regardless if it went LDR or MDR?

MR. FISHER: Correct.

CHAIRMAN BRISKE: So that's going to happen

either case.

MR. FISHER: Correct.

CHAIRMAN BRISKE: I think we have to remember here that they have development rights right now.

MR. FISHER: Correct.

CHAIRMAN BRISKE: They can put a single-family subdivision in there right now.

MR. JONES: Yes, they can.

CHAIRMAN BRISKE: Okay? What they are asking for is to put a few more lots in there with a little narrower lot. That's really why they are asking to go to this other designation.

MR. FISHER: Correct.

MR. GRAY: Mr. Chair, essentially, they are asking for a clustering allowance, essentially.

MR. FISHER: LDR does no allow for clustering, but in effect, by doing that.

MR. GRAY: They are simply asking for a reduction in the width of the lot, which is, in effect, a clustering, which is, in effect, an allowance because there are un-developable portions of the site.

So, in effect, they are looking at a -- we are looking at a decision to allow for some degree of clustering, which will allow for the

protection of the wetlands, the attenuation of all stormwater and, obviously, public access to the site for each of those residents, essentially.

CHAIRMAN BRISKE: Well, since Mr. Pyle spoke, I will also speak.

It's no secret that I am property rights advocate. I have always been that way on this Board. I'm wrestling with it, too. I have told you before. I live out in the country myself. I live on a large piece of properly.

And if a subdivision was coming in right next door to me, I would be sitting in the same seat discussing the roads, the access, the stormwater, just like you are. Okay?

I have to go back to my many years on this Board of training, which says I have to apply the law to these criteria. And if I feel like it meets these criteria, then I have to vote that way. Okay?

I can't just sit up here and say, well, I don't like the way this person looks, or I don't like their attitude. I'm going to vote -- no, that's not the way I do it. I go by each criterion. Do I feel like they have met the criteria?

In this case, I think the one criterion that has come into question is whether or not this is spot zoning. I personally do not believe it is because it continues the residential use of the area, which is the key to me.

If they were asking to put a store or a neighborhood -- you know, or some kind of different thing in there, I would say, no, I don't believe that is consistent with the surrounding properties. But being that it's residential, I do believe it's consistent. So that's the way I feel about it.

Not to diminish anyone's concerns, that road does look very narrow. That concerns me. Okay? It's going to concern me whether they put in 90 lots or they put in a 110 lots. Okay? The property is going to get developed. We already know that.

There are going to be cars, additional cars on that road. My comments would be to the county is, yes, we need to address that at a different board that's not here, but that needs to be addressed because that is a major concern. Okay? So one way or another, that road has to get addressed.

I think Mr. David Forte said there are

already plans for doing that. What my colleagues have said, you know, I saw this coming a long time ago, and we raised the red flag to the County Commissioners and said, you're going to have an explosion in Beulah. There needs to be, you know, some kind of plan or structure out there.

And due to the nature of the way our Board of County Commissioners changes every few years, one commissioner might have started working on it, and then they get voted out of office, and the new person doesn't pick up exactly where they left off.

So that's why we applaud citizen groups that keep it going, regardless of who is in office. Just keep it going. I understand. I'm concerned about it.

My son is actually buying a house in Beulah in one of these neighborhoods out there right now. Okay? He's moving out there to that area. He just graduated from college, has a great degree, has a great job, and he's buying a house out there. I have told him, you better be patient because there is going to be a lot of things going on out there. Okay?

So I'm going to vote in favor of it based

on the fact that I think it meets the criteria.

MR. FEARS: Do you want to just go down the line?

CHAIRMAN BRISKE: It's up to you.

MR. INGWELL: Let me jump in. You mentioned spot zoning, and I'm going to take a different view. You are looking at uses where I also considered densities, and it's definitely a change in density.

And I considered this spot zoning. And like Ms. Blackwell said, it's from the inside out, and it's just going to open an entire can of worms from LDR to MDR. And for that reason, I'm against it.

CHAIRMAN BRISKE: Anyone else?

MR. FEARS: Well, I amen the two gentlemen to my left. This is conflicting, and it's frustrating. And a lot of times we feel compelled to vote a certain way because of the limitations of our scope of judgment as we sit on the Board.

And yet, we are conflicted because we hear public opinion and agree with public opinion on factors that are not in our purview, and it is very frustrating.

I'm a Beulahite. I live on Mobile

Highway. I used to live at the foot of Rebel Road. I used Rebel Road every day to get from south of Mobile Highway up to Nine Mile.

It was frustrating then, and it was nothing like it is now. I now use Bridlewood to get across from Mobile to Nine Mile. And it's frustrating, too, and I feel for all residents in our area that are impacted by growth that was never the lifestyle, if you will, of Beulah.

But at the same time, I am compelled, and as all of my fellow board members, when we were appointed to this position by our respective commissioners, we took an oath to abide by how we are charged to judge these cases.

I see compliance with the criteria in this case. And if it's okay to say it, I reluctantly will be voting to pass this.

Now, you-all have the option in a much broader spectrum, be it as it may more intimidating and probably more imposing, but at the BCC, now that you have spoken here, you can air these concerns again to a broader audience that can take some of your concerns and truly process them as they vote as well.

So I encourage you to do that. I applaud

you for coming today and saying what you needed to say to have that privilege of speaking at the next meeting. And I hope you will do so.

CHAIRMAN BRISKE: Board members, anyone else wish to speak?

(No response.)

CHAIRMAN BRISKE: Okay. Before we call the question, any other comments or anything for your case?

(No response.)

CHAIRMAN BRISKE: Okay. The chair will entertain a motion on the case.

MR. GRAY: I'm going to, obviously, side with any county commissioner that pushes for master planning of this area, but given that we have what we have right now, I am going to make a motion that we approve as requested.

CHAIRMAN BRISKE: Okay.

MR. FEARS: Second.

CHAIRMAN BRISKE: A second.

Just for clarification, do we need to address the criteria that was somewhat vague in the findings?

MS. CRAWFORD: I would recommend that if you do wish to approve, you could adopt staff's

findings.

CHAIRMAN BRISKE: Okay.

MS. CRAWFORD: However, as to spot zoning, that you would note that the property owner's argument was compelling, and you adopt that argument.

CHAIRMAN BRISKE: Okay.

MR. GRAY: I'm adjusting my motion to approve Case No. Z-2018-10, as it met all criteria and that we felt the applicant's argument was persuasive enough to not consider this exactly spot zoning, I believe is the motion that we're going to make.

CHAIRMAN BRISKE: Okay.

MR. FEARS: Second.

CHAIRMAN BRISKE: Any further discussion?

(No response.)

CHAIRMAN BRISKE: All those in favor, say "aye."

MR. GRAY: Aye.

MR. PYLE: Aye.

MR. FEARS: Aye.

MR. RUSHING: Aye.

CHAIRMAN BRISKE: Opposed?

MR. INGWELL: Nay.

MR. CLAY: Nay.

CHAIRMAN BRISKE: Okay. And that's two. Okay. Mr. Ingwell and Mr. Clay are both in opposition; correct?

MR. INGWELL: Correct.

MR. CLAY: Correct.

CHAIRMAN BRISKE: Okay. Mr. Rushing, you were in favor?

MR. RUSHING: Correct.

CHAIRMAN BRISKE: Okay. Thank you.

So the motion carries to recommend approval to the Board of County Commissioners. Four to two was the vote. And with that, we will adjourn this case.

We are going to take about a five-minute break, so please come back quickly so that we can keep going.

And I believe, Mr. Fears, you have to leave; is that correct?

MR. FEARS: Yes.

MR. GRAY: It was five-two, Mr. Chair.

CHAIRMAN BRISKE: I'm sorry?

MR. GRAY: It was five-two.

CHAIRMAN BRISKE: It was five-two. I'm sorry. I miscounted.

(Whereupon, the hearing was adjourned at 11:02 a.m.)

CERTIFICATE OF OATH

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

In my capacity as a Notary Public of the State of Florida, I certify that on the 7th day of August 2018, Planning Board Staff, Jason Rebol, Douglas Clifton, James Faxlanger, Fay Blue, Theresa Blackwell, Jackie Wilde, Teresa Oldaker personally appeared before me and took an oath or affirmation for the purpose of giving testimony in the matter of the Escambia County Planning Board Quasi-judicial Hearing.

_____
REBECCA FUSSELL, COURT REPORTER
Notary Public - State of Florida
My Commission No. GG 85810
Expires: March 22, 2021

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CERTIFICATE OF REPORTER

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

I, REBECCA T. FUSSELL, Court Reporter, do hereby certify that I was authorized to and did stenographically report the quasi-judicial hearing of the Escambia County Planning Board and that the foregoing transcript is a true record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, or attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 23rd day of August 2018.

_____
REBECCA T. FUSSELL, COURT REPORTER

Planning Board-Rezoning **7. A.**

Meeting Date: 08/07/2018
CASE : Z-2018-10
APPLICANT: Kerry Anne Schultz, Agent for Marian E Hendrix, Trustee
ADDRESS: 9600 Block of Rebel Road
PROPERTY REF. NO.: 07-1S-31-1220-000-002
FUTURE LAND USE: MU-S, Mixed-Use Suburban
DISTRICT: 1
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 09/06/2018

SUBMISSION DATA:
REQUESTED REZONING:

FROM: LDR, Low Density Residential district (four du/acre)

TO: MDR, Medium Density Residential district (10 du/acre)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)
Consistent with Comprehensive Plan
The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

FLU 1.3.1 Future Land Use Categories. General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined below.

FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities, and service infrastructure, the County will encourage the redevelopment in underutilized properties to maximize development densities and intensities located in the MU-S, MU-U, Commercial, and Industrial Future Land Use categories (with the exception of residential development).

FINDINGS
The proposed amendment to MDR **is consistent** with the intent and purpose of Future Land Use category Mixed-Use Suburban (MU-S), as stated in CPP FLU 1.3.1 Future Land Use Categories. The category is intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of Allowable Uses are listed as: residential, retail sales & services, professional office, recreational facilities, public and civic, limited agriculture. The amendment is also consistent with the intent of FLU 1.5.1, by making use of the existing public roads and the availability of utilities and service infrastructure.

Criterion b., LDC Sec. 2-7.2(b)(4)
Consistent with The Land Development Code
The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

Sec. 3-2.5 Low Density Residential district (LDR).
(a) Purpose. The Low Density Residential (LDR) district establishes appropriate areas and land use regulations for residential uses at low densities within suburban areas. The primary intent of the district is to provide for large-lot suburban type residential neighborhood development that blends aspects of rural openness with the benefits of urban street connectivity, and at greater density than the Rural Residential district. Residential uses within the LDR district are predominantly detached single-family dwellings. Clustering dwellings on smaller residential lots may occur where needed to protect prime farmland from non-agricultural use or to conserve and protect environmentally sensitive areas. The district allows non-residential uses that are compatible with suburban residential neighborhoods and the natural resources of the area.

Sec. 3-2.7 Medium Density Residential district (MDR).
(a) Purpose. The Medium Density Residential (MDR) district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of

well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

(b) Permitted uses. Permitted uses within the MDR district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes only within manufactured home parks or subdivisions. No new or expanded manufactured home parks, and new or expanded manufactured home subdivisions only on land zoned V-4 prior to adoption of MDR zoning.

b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots one acre or larger. Attached single-family dwellings and zero lot line subdivisions only on land zoned R-3 or V-4 prior to adoption of MDR zoning.

c. Two-family dwellings only on land zoned R-3 or V-4 prior to adoption of MDR zoning, and multi-family dwellings up to four units per dwelling (quadruplex) only on land zoned V-4 prior to MDR zoning.

See also conditional uses in this district.

(2) Retail sales. No retail sales.

(3) Retail services. No retail services. See conditional uses in this district.

(4) Public and civic. Public utility structures, excluding telecommunications towers. See also conditional uses in this district.

(5) Recreation and entertainment.

a. Marinas, private.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related. No industrial or related uses.

(7) Agricultural and related. Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals. See also conditional uses in this district.

(8) Other uses. [reserved]

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The applicant is requesting the MDR zoning designation for a 28.42± acre parcel. The existing zoning allowances for the parcel is currently LDR, which provide limited a range of uses and intensities that are included within the allowances of the requested MDR zoning district. A review of the current zoning map, as it relates to the parcel in question, shows that the property is surrounded by LDR zoning with the Northeast corner abutting a section of Commercial Zoning district which is the new Beulah Middle School. MDR zoning would allow for an increase in 10 dwelling units per acre versus LDR's four dwellings per acre and a lot width difference of 50 feet for MDR versus 60 feet for

LDR. MDR zoning will only allow for single family dwellings to be constructed no apartments or commercial uses would be allowed. MDR zoning is the most compatible up zoning change for any LDR existing property all other zoning changes would allow for commercial activity.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius, staff identified properties with zoning districts LDR and Com. The property is surrounded by single-family residences to the west, south, and partially to the east. To the north and north east a new middle school has been built and will be taking students this year. The existing uses and intensities on the ground, are compatible with the allowed uses under the requested MDR district.

Criterion d., LDC Sec. 2-7.2(b)(4)

Appropriate if spot zoning

Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

FINDINGS

Staff determines that the granting the rezoning request from LDR to MDR would be considered or reinforce sport zoning as defined in the LDC. The majority of the

adjacent properties being zoned LDR; furthermore, it appears that there is no MDR zoning abutting the LDR zoned property and/or properties. Equally important, there would be an increase in the density from four to ten dwellings per acre if the proposed rezoning request is granted. So it can be concluded that granting the request for rezoning of the subject property would extend privileges not generally extended to property similarly located in the surrounding area.

Criterion e., LDC Sec. 2-7.2(b)(4)

Appropriate with changed or changing conditions

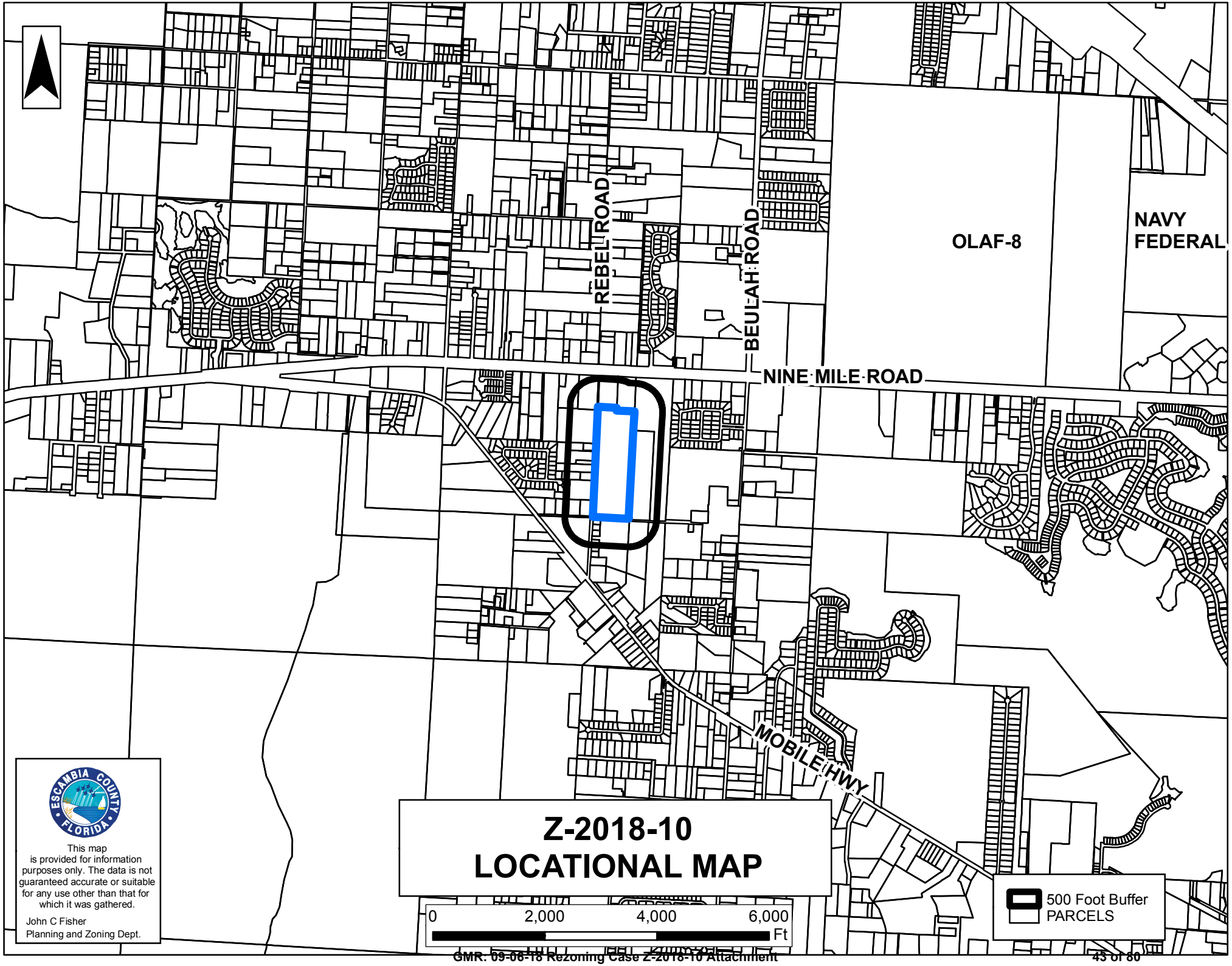
If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

FINDINGS

The land uses or development conditions within the area surrounding the properties **have not changed**. The development within the area has remained low to mid-density residential. As the parcel proposed for rezoning to MDR, the potential uses, densities and intensities allowed by that district would be compatible with the existing surrounding development patterns. The proposed amendment would not create or contribute to urban sprawl.

Attachments

Working Case File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NINE MILE ROAD
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NAVY FEDERAL
MOBILE HWY
Z-2018-10
LOCATIONAL MAP
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500 Foot Buffer
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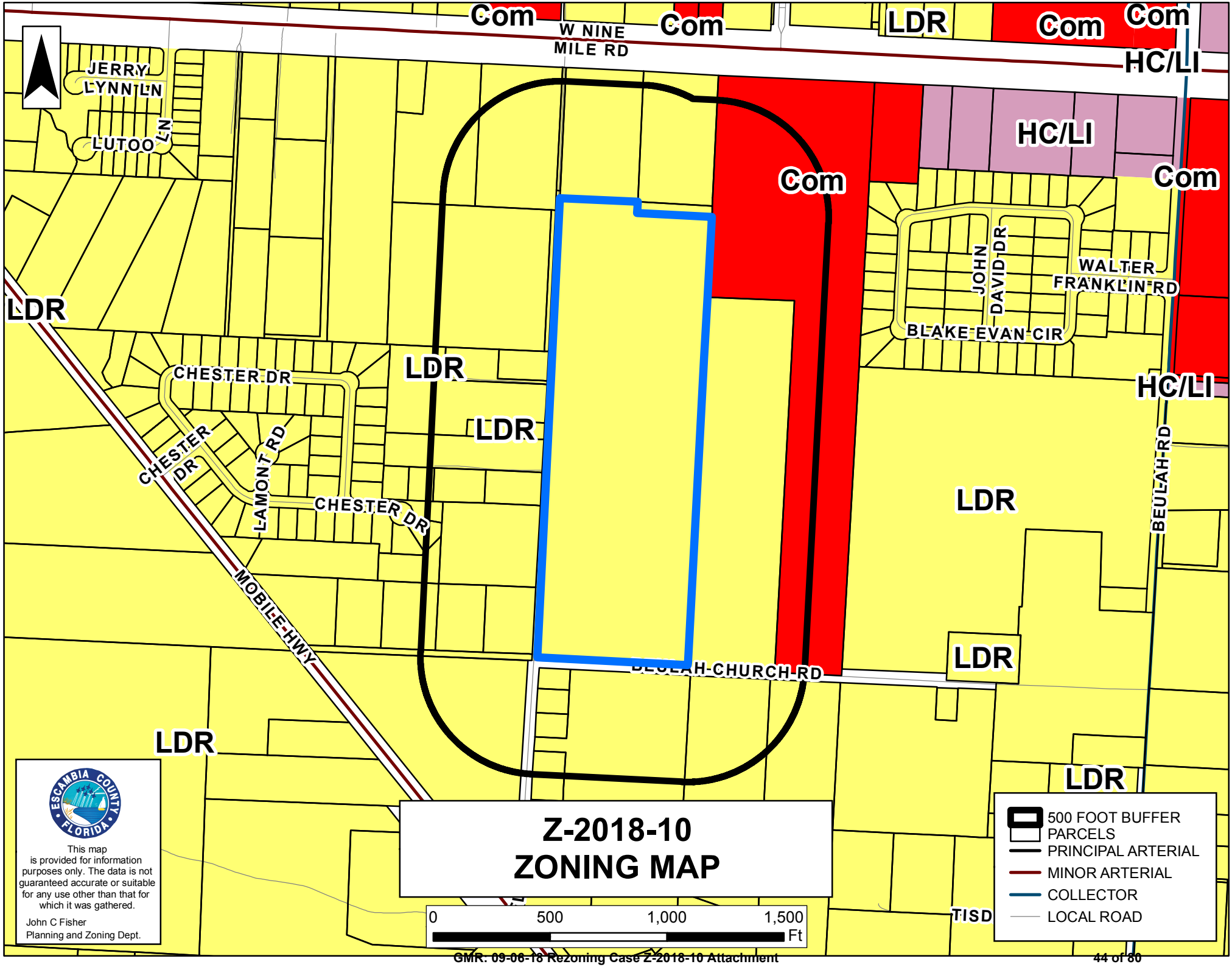
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.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BLAKE EVAN CIR
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MINOR ARTERIAL
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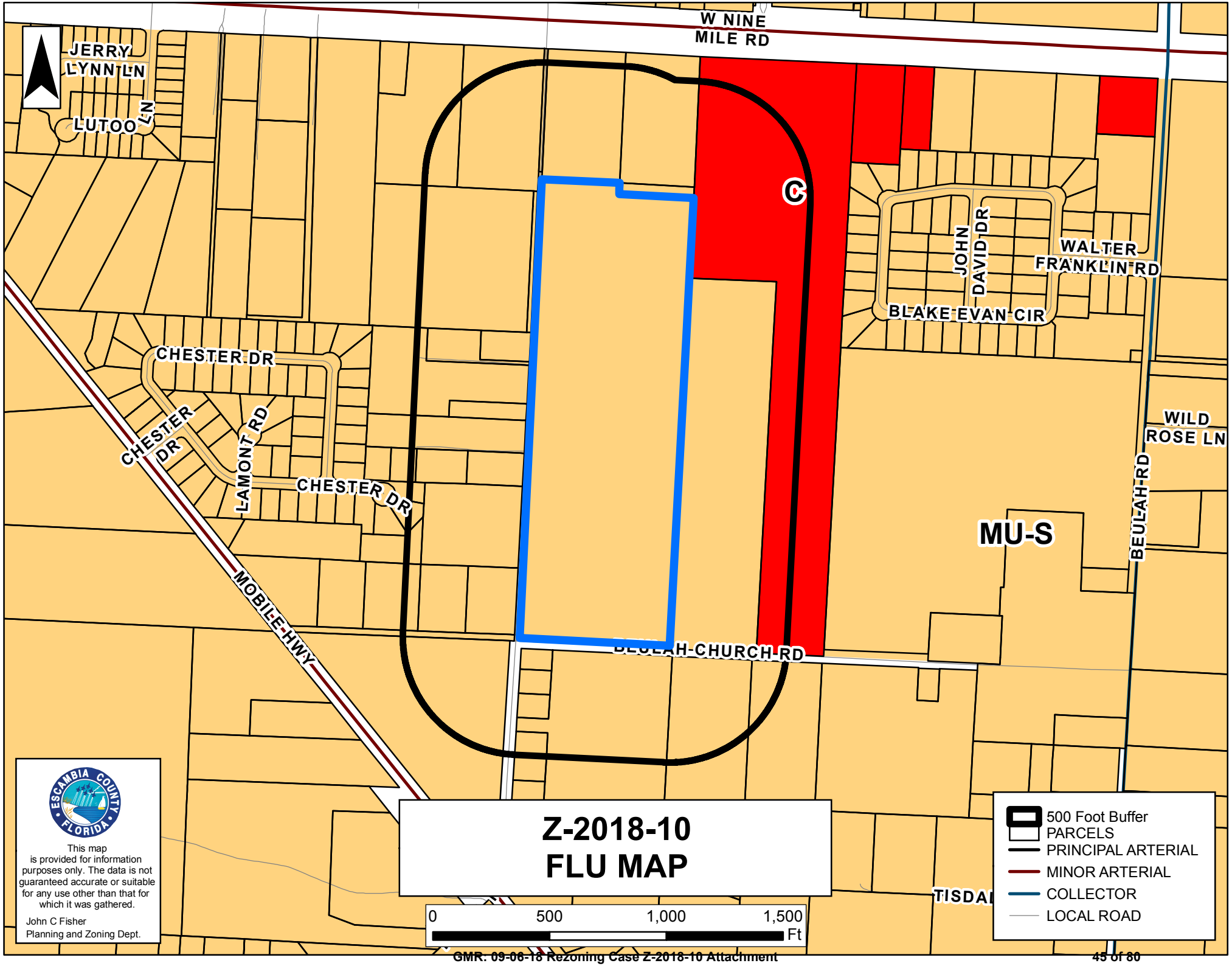
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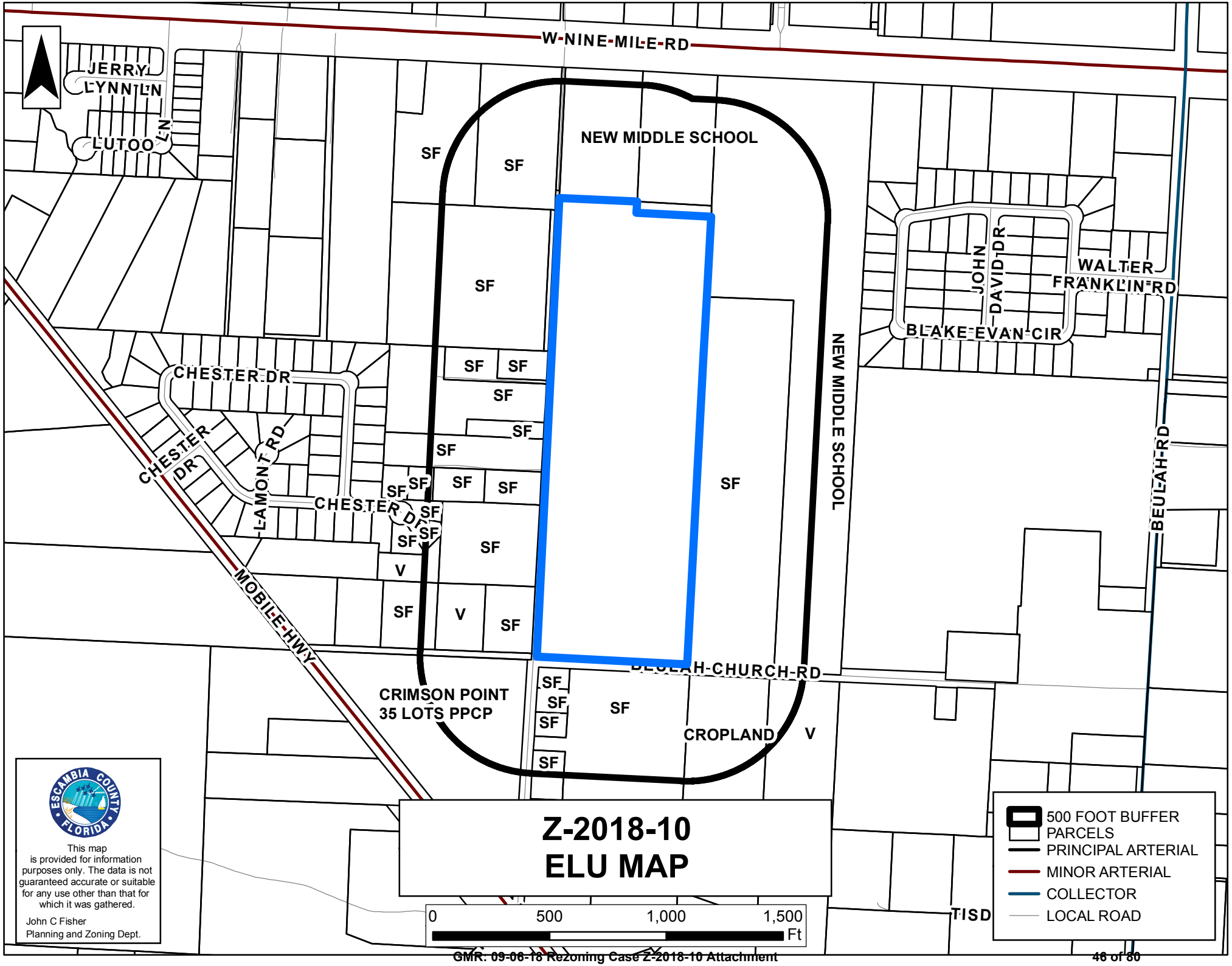
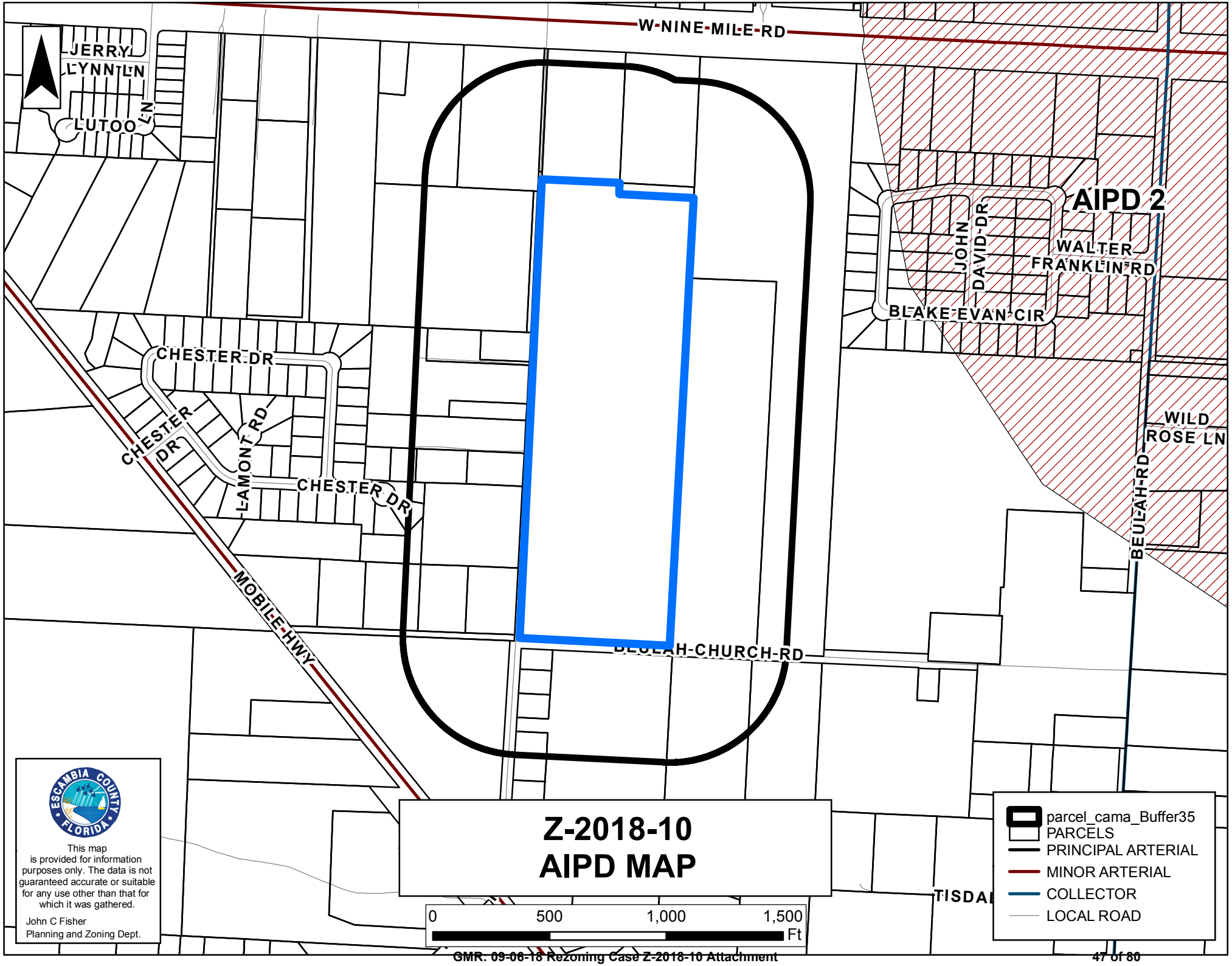
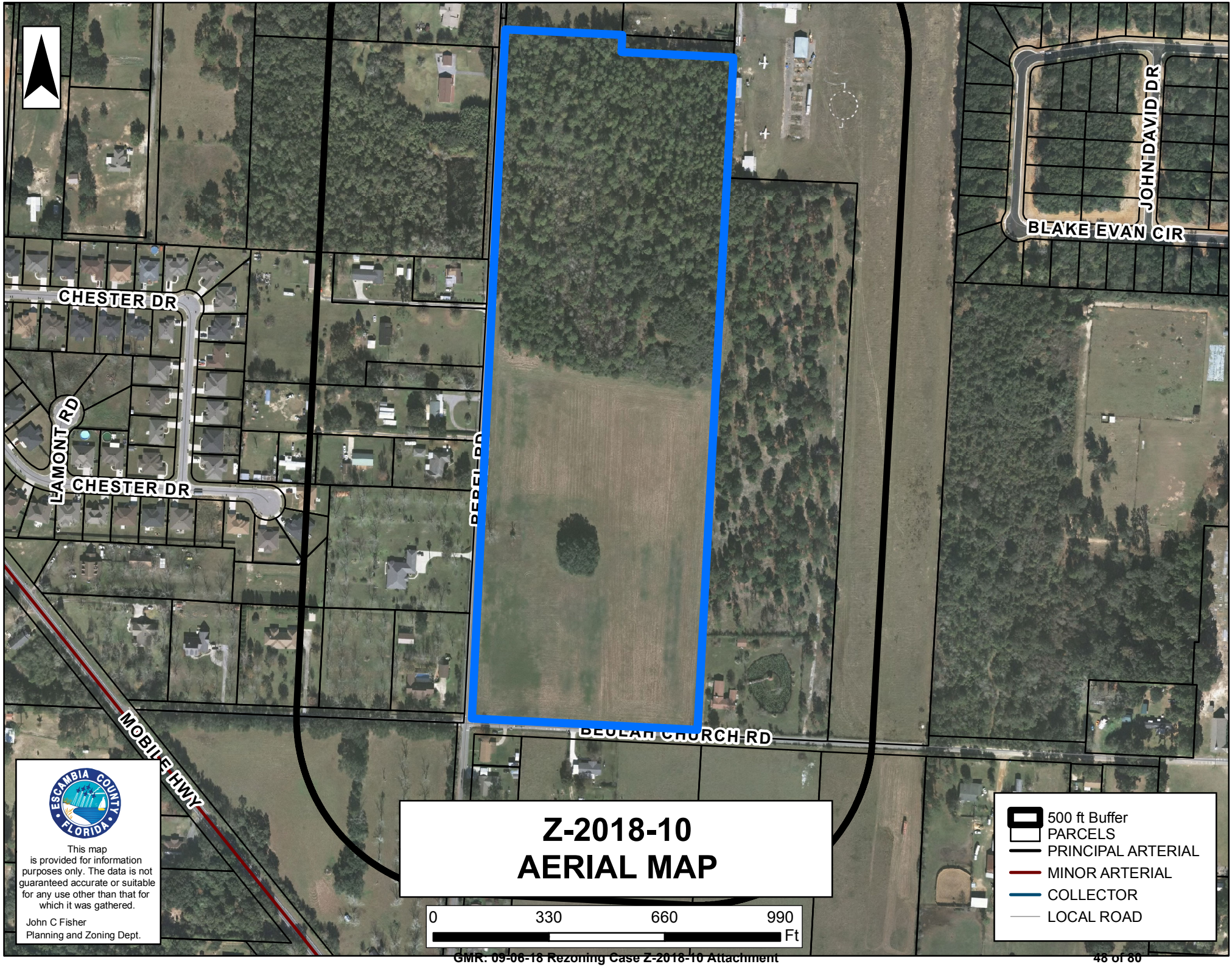
CHESTER DR
CHESTER DR
LAMONT RD
CHESTER DR
WILD ROSE LN
BEULAH RD
MU-S
MOBILE HWY
BEULAH CHURCH RD
TISDAL
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
Z-2018-10
FLU MAP
0 500 1,000 1,500 Ft
500 Foot Buffer
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


W NINE MILE RD
JERRY LYNN LN
LUTOO LN
NEW MIDDLE SCHOOL
SF
JOHN DAVID DR
WALTER FRANKLIN RD
BLAKE EVAN CIR
CHESTER DR
LAMONT RD
CHESTER DR
CHESTER DR
NEW MIDDLE SCHOOL
BEULAH RD
MOBILE HWY
BEULAH CHURCH RD
CRIMSON POINT
35 LOTS PPCP
CROPLAND
V
TISD
Z-2018-10
ELU MAP
0 500 1,000 1,500 Ft
500 FOOT BUFFER
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.


W NINE MILE RD
JERRY LYNN LN
LUTOO LN
AIPD 2
JOHN DAVID DR
WALTER FRANKLIN RD
BLAKE EVAN CIR
CHESTER DR
CHESTER DR
LAMONT RD
CHESTER DR
WILD ROSE LN
BEULAH RD
MOBILE HWY
BEULAH CHURCH RD
TISDAL
Z-2018-10
AIPD MAP
0
500
1,000
1,500
Ft
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
parcel_cama_Buffer35
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


CHESTER DR
LAMONT RD
CHESTER DR
JOHN DAVID DR
BLAKE EVAN CIR
BEULAH CHURCH RD
MOBILE HWY
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
Z-2018-10
AERIAL MAP
0
330
660
990
Ft
500 ft Buffer
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

PUBLIC HEARING SIGN LOOKING SOUTH ALONG REBEL ROAD.

LOOKING NORTHWEST ALONG REBEL ROAD

LOOKING NORTH ALONG REBEL ROAD

LOOKING EAST AT SUBJECT PROPERT

FOUNTAIN SCHULTZ & ASSOCIATES
Attorneys at Law

KENNETH R. FOUNTAIN
KERRY ANNE SCHULTZ
SCOTT C. BRIDGFORD

2045 FOUNTAIN PROFESSIONAL CT.
SUITE A
NAVARRE, FLORIDA 32566
TEL: (850) 939-3535
FAX: (850) 939-3539

SANTA ROSA BEACH
TEL: (850) 622-2700
FAX: (850) 622-2722

June 20, 2018

VIA OVERNIGHT DELIVERY
Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505

RECEIVED
6/21/2018

RE: REZONING APPLICATION
Property Reference Number: 0715311220000002
9600 Block of Rebel Road
Owner: Marian E. Hendrix, Trustee of the Hendrix Family Trust

Dear Ms. Cain:

I have the pleasure of assisting the above-referenced owner with the Application for Rezoning. Enclosed is the following information and documentation:

(1) **Completed Application**
(2) **Concurrency Determination Acknowledgment**
(3) **Affidavit of Owner and Limited Power of Attorney**
(4) **Property Appraiser Information Confirming Ownership**
(5) **Check in the amount of $1,275.00 for the application fee**
(6) **Boundary Survey**
(7) **Wetlands Report**

Please be advised that the owner can satisfy the re-zoning approval conditions to re-zone the property from LDR to MDR. In support of the Rezoning Application, the owner can support the following approval conditions:

a) **Consistent with Comprehensive Plan**. The proposed rezoning is consistent with the future land use (FLU) category as prescribed in the Land Development Code ("LDC") Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of its provisions. The rezoning is consistent with aspects of the Comprehensive Plan. The future land use of the property (MU-S – 25 units per acre) allows for a mix of residential and commercial use. The proposed zoning request of Medium Density Residential (MDR – 10 units per acre) allows for residential and conditional commercial uses and therefore is consistent

with the goals of the comprehensive plan. The subject parcel is located in central Escambia County. The proposed development is well within the service areas of the County and Utility infrastructure and will not negatively impact or degrade the level of service. In addition, the applicant understands the development must meet County land development standards. The proposed rezoning for the subject parcel meets the goals, objectives and policies of the comprehensive plan regarding potable water, wastewater, solid waste, stormwater management, traffic, schools, and aquifer protection.

b) **Consistent with Zoning District Provisions**. The proposed rezoning is consistent with the stated purposes and intent of the Land Development Code, including any other zoning establishment provisions prescribed by the proposed district in Chapter 3. The primary intent of the MDR district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at a greater dwelling unit density than the Low Density Residential district. The proposed rezoning is consistent with the LDC and surrounding uses.

c) **Compatible with Surroundings**. All land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning. This condition shall not apply to any conditional uses of the proposed district or compatibility with nonconforming or unapproved uses, activities, or conditions. The requested zoning is Medium Density Residential (MDR – 10 units per acre) which allows medium density residential uses and compatible non-residential uses. The proposed zoning is compatible with the surrounding uses. On all four sides of the subject property similar uses exist. Properties bordering all sides of the subject property are zoned Low Density Residential (LDR). This proposed development is a residential subdivision and the density would remain below the maximum allowed by the neighboring districts (LDR – 4 units per acre). The proposed rezoning meets intent and goals of the surrounding area.

d) **Appropriate if Spot Zoning**. The differences between the proposed isolated district and its adjoining districts would be minor. The primary intent of both the proposed zone (MDR) and the adjoining districts (LDR) is to provide residential neighborhood development. In

addition, the density of the proposed development would fall below the maximum allowed by the existing contiguous zones.

e) **Appropriate with Changed or Changing Conditions**. The area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning. The demand for residential use in this portion of the county has increased sharply in recent years due to the development of the nearby Navy Federal Credit Union. A nearby 117-acre property recently (2015) received a development order for a single family residential subdivision. It is zoned MDR – Medium Density Residential.

Should you have any questions or need additional information, please do not hesitate to contact my office. Thank you for your consideration.

Sincerely,
Fountain, Schultz & Associates, P.L.

Kerry Anne Schultz

KAS: arz
Enclosures as stated

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481

Rezoning Application

FOR OFFICE USE ONLY - Case Number: _____ Accepted by: _____ PB Meeting: _____

1. **Contact Information:**

   A. **Property Owner/Applicant:** Marian E. Hendrix, Trustee of the Hendrix Family Trust.

   Mailing Address: 9703 Barranger Dr., Pensacola, FL 32514

   Business Phone: _____ Cell: _____

   Email: _____

   B. **Authorized Agent (if applicable):** Kerry Anne Schultz, Esq.

   Mailing Address: 2045 Fountain Professional Court, Suite A, Navarre, FL 32566

   Business Phone: 850-939-3535 Cell: _____

   Email: kaschultz@fountainlaw.com

   Note: Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.

2. **Property Information:**

   A. Existing Street Address: 9600 Blk Rebel Rd., Pensacola, FL 32526

   Parcel ID (s): 071S311220000002

   B. Total acreage of the subject property: 28 acres

   C. Existing Zoning: LDR

   Proposed Zoning: MDR ; explain why necessary and/or appropriate

Zoning request needed to accommodate smaller lot widths. Current zoning allows for 60' wide minimum lots. 50' wide lots are preferred. No density increase is proposed.

FLU Category: MU-S

D. Is the subject property developed (if yes, explain): No.

E. Sanitary Sewer: ✓ Septic: _____

3. Amendment Request

Approval conditions. The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)

a. Consistent with Comprehensive Plan. The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

See enclosed letter.

b. Consistent with zoning district provisions. The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3

See enclosed letter.

c. **Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

See enclosed letter.

d. **Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

See enclosed letter.

e. **Appropriate with changed or changing conditions.** If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

See enclosed letter.

4. **Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).**

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 071S311220000002

Property Address: 9600 BLK Rebel Rd., Pensacola, FL 32526

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 18 DAY OF ~~MAY~~ JUNE, YEAR OF 2018

Marian E. Hendrix Trustee TTEE — Marian E Hendrix Trustee TTEE — 6.18.18

Signature of Property Owner — Printed Name of Property Owner — Date

Signature of Property Owner — Printed Name of Property Owner — Date

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 9600 BLK Rebel Rd., Pensacola, FL 32526 _____, Florida, property reference number(s) 071S311220000002 _____ I hereby designate Kerry Anne Schultz. Esq. _____ for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this 18 day of June the year of, 2018, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Kerry Anne Schultz, Esq Email: kaschultz@fountainlaw.com
Address: 2045 Fountain Professional Ct., Suite A, Navarre, FL 32566 Phone: 850-939-3535

Marian E. Hendrix Trustee	Marian E Hendrix Trustee	6-18-18
Signature of Property Owner	Printed Name of Property Owner	Date
_____	_____	_____
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF FLORIDA COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 18th day of June 2018, by Marian Hendrix.
Personally Known ☐ OR Produced Identification ☑. Type of Identification Produced: Drivers License

Rena G. Fuqua	Rena G. Fuqua
Signature of Notary	Printed Name of Notary

(Notary Seal)
Notary Public State of Florida
Rena G Fuqua
My Commission GG 074114
Expires 02/19/2021

5. Submittal Requirements

A. ✓ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. ✓ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted (a 3% fee will be added for credit card payments).

C. ✓ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. ✓ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. ✓ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Marian E. Hendrix Trustee — Signature of Owner/Agent
Marian E Hendrix Trustee — Printed Name Owner/Agent
6/18/18 — Date

_____ — Signature of Owner
_____ — Printed Name of Owner
_____ — Date

STATE OF FLORIDA COUNTY OF Escambia The foregoing instrument was acknowledged before me this 18th day of June 20 18, by Marian Hendrix

Personally Known ☐ OR Produced Identification ☐ Type of Identification Produced: Drivers License

Rena G. Fuqua — Signature of Notary
Rena G Fuqua — Printed Name of Notary (notary seal)

Notary Public State of Florida
Rena G Fuqua
My Commission GG 074114
Expires 02/19/2021

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List | Amendment 1/Portability Calculations

Back

Navigate Mode ◉Account ○Reference

Printer Friendly Version

General Information

Reference:	071S311220000002
Account:	090307200
Owners:	HENDRIX MARIAN E TRUSTEE FOR HENDRIX FAMILY TRUST
Mail:	9703 BARRANGER DR PENSACOLA, FL 32514
Situs:	9600 BLK REBEL RD 32526
Use Code:	CROPLAND CLASS I
Taxing Authority:	COUNTY MSTU
Schools (Elem/Int/High):	BEULAH/RANSOM/PINE FOREST
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2017	$4,898	$0	$4,898	$4,898
2016	$4,898	$0	$4,898	$4,898
2015	$4,898	$0	$4,898	$4,898

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/2007	6082	893	$100	OT	View Instr
06/1999	4432	1439	$100	QC	View Instr
01/1977	1070	141	$71,800	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2017 Certified Roll Exemptions

None

Legal Description

BEG AT SW COR OF NE 1/4 OF SEC ALSO BEING INTER OF CENTER LI OF BEULAH CHURCH RD AND CENTER LI OF REBEL RD FOR...

Extra Features

None

Parcel Information

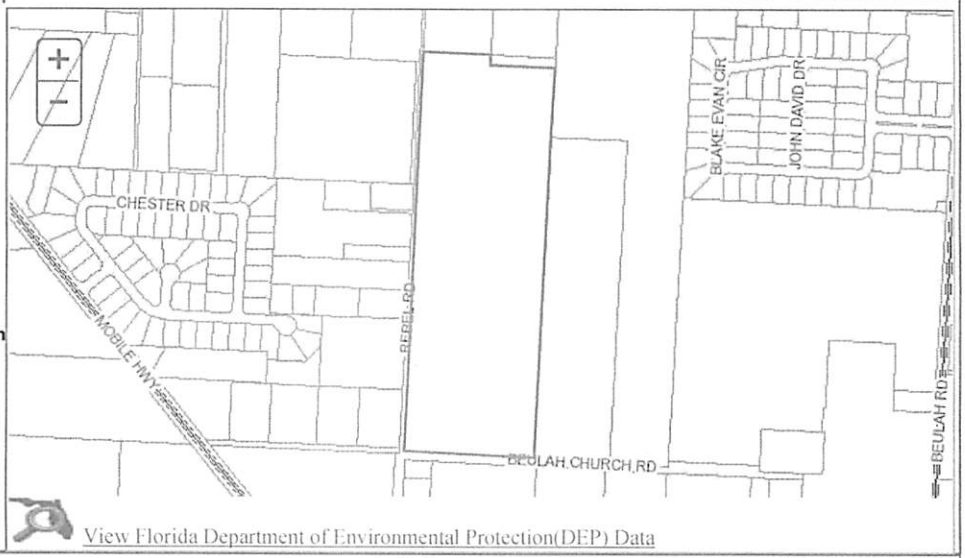
Launch Interactive Map

Section Map Id:
07-1S-31

Approx. Acreage:
28.7300

Zoned:
LDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:03/09/2018 (tc.2527)

QCD-J

OR BK 4432 PG 1439
Escambia County, Florida
INSTRUMENT 99-625024

QUIT CLAIM DEED

To All People To Whom These Presents Shall Come, Greetings;

KNOW YE, THAT WE,

(Name) Samuel E. Hendrix and (Name) Marian E. Handrix,

in conformity with the terms of a certain Declaration of Trust executed by us under date of 24th June 1999 do by these presents release and forever Quit-Claim to ourselves as Trustees under the terms of such Declaration of Trust, and to our successors as Trustee under the terms of such Declaration of Trust, all right, title, interest, claim and demand whatsoever which we as Releasors have or ought to have in or to the property located at: Escambia County Florida

DEED DOC STAMPS PD @ ESC CO $ 0.70
07/01/99 ERNIE LEE MAGAHA, CLERK
By:

SEE EXHIBIT - "A", "B" & "C"

ATTACHED HERETO AND MADE A PART HEREOF.

The consideration for this transfer is less than One Dollar.

This Instrument was prepared by:

Samuel Hendrix
9703 Barranger Dr.
Pensacola, Fl 32514

Being the same premises earlier conveyed to the Releasors by an instrument dated _____ and recorded in Vol. _____, Page _____ of the _____ Land Records.

To Have and to Hold the premises, with all the appurtenances, as such Trustees forever; and we declare and agree that neither we as individuals nor our heirs or assigns shall have or make any claim or demand upon such property.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 24th day of June, 1999.

Samuel E. Hendrix — Releasor (First co-owner) — L.S.

Marian E. Hendrix — Releasor (Second co-owner) — L.S.

I, the undersigned legal spouse of one of the above Releasors, hereby waive all community property, dower or curtesy rights which I may have in or to the hereinabove-described property.

(Spouse) N/A L.S.

Witness: (1) Aaron Reed — Aaron Reed

Witness: (2) Faye N. Reed — Faye N. Reed

STATE OF FLORIDA

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 24 day of June 1999 by: Samuel E. Hendrix and Marian E. Hendrix

Who is personally known to me, or has produced a drivers license as identification and did not take an oath.

OR BK 4432 PG 1440
Escambia County, Florida
INSTRUMENT 99-625024

[X] Personally known to me or

[ ] Produced Identification: Type of I. D. Aaron Reed

MY COMMISSION EXPIRES
SEAL: AARON REED COMMISSION # CC 724781 EXPIRES APR 24, 2002 BONDED THRU ATLANTIC BONDING CO., INC.

NAME OF OFFICER TAKING ACKNOWLEDGMENT

Aaron Reed
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Quit Claim Deed

From _____ *and*

To _____ and _____, Trustees

Received for record _____, 19__ at _____ *Time* and recorded in Vol. _____ on Page _____ of the _____ Land Records by _____ *Authorized Official*

The property affected by this instrument is situated in the City/Town of _____

County of _____

State of _____

After recording, please return this instrument to:

DEED 503 PAGE 419 EXHIBIT "A"

PRINTED AND FOR SALE MAYES PRINTING CO. PENSACOLA, FLA.

State of Florida
Escambia County

CORRECTIVE
WARRANTY DEED

Know All Men by These Presents: That We, Elvin L. Short and Maude Davis Short, husband and wife,

OR BK 4432 PG 1441
Escambia County, Florida
INSTRUMENT 99-625024

for and in consideration of One Dollar ($1.00) and other good and valuable considerations, DOLLARS

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto Samuel E. Hendrix and Marion E. Hendrix, husband and wife,

their heirs, executors, administrators and assigns, forever, the following described real property, situate, lying and being in the County of Escambia State of Florida

to-wit: Commence at the Southwest corner of the North half of Government Lot 5, Section 5 Township 1 South, Range 30 West, Thence East on South line of North ½ of Lot 5 for 258.39 feet to a point in center line of existing dirt road at the Northeast corner of Plainfield Subdivision according to Map in Plat Book 3 at page 47 in public records of said County, for the point of beginning, hereinafter referred to as point "A", thence Northerly at angle to the left of 90°46' for 112.2 ft. to P. C. of a curve to Northeast, said curve having the following data: A = 30°24', T = 54.0 ft., R = 198.76 ft., L = 104.32 ft., Thence along said curve 104.32 feet to the P.T. hereinafter referred to as Point "B". Thence Easterly 407.79 feet, parallel with South line of North half of Lot 5, Thence Southerly at an angle to right 94°10' for 208.71 ft., Thence Westerly along South line of North half of Lot 5 for 417.42 ft., to the Point of beginning. Together with a right of way 33 feet in width lying immediately West of the line described above between points "A" and "B".

This deed is given to correct and replace one made by Grantors herein to Grantees herein dated May 3, 1956 and recorded in Deed Book 443 at page 322 of the public records of Escambia County, Florida.

Grantee herein agrees that when and if County or State Road Dept. requires, he will convey a 33 foot strip of land for road right of way immediately East of the right of way described above.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And we covenant that we are well seized of an indefeasable estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance, and that we our heirs, executors and administrators, the said grantees, their heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever *warrant* and *defend*.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9th day of January A. D. 1959.

Signed, sealed and delivered in the presence of

Robert F Edmonston
T. J. Cobb

Elvin L Short (SEAL)
Maude Davis Short (SEAL)
(SEAL)
(SEAL)
(SEAL)

State of Florida
Escambia County

Before the subscriber personally appeared Elvin L. Short and Maude Davis Short, his wife, known to me, and known to me to be the individuals described by said names in and who executed the foregoing instrument and acknowledged that they excuted the same for the uses and and purposes therein set forth.

Given under my hand and official seal this 10 day of January 1959

T. J. Cobb
Notary Public.

My commission expires Jan. 6, 1962

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS.

PREPARED BY: [illegible]

St. Stps - $255.00
Sur. Stp. - 93.50
Recording - 4.00
$342.50

WARRANT DEED

EXHIBIT "B"

Rule 4 Dep. 211-B
PENSACOLA, Fla. 32503

STATE OF FLORIDA
COUNTY OF ESCAMBIA

OFFICIAL RECORDS BOOK 651 PAGE 438

KNOW ALL MEN BY THESE PRESENTS, That J. A. JACOBI, by his attorney-in-fact, and RUTH C. JACOBI, his wife, for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt whereof is acknowledged, do bargain, sell, convey and grant unto SAMUEL E. HENDRIX and MARIAN E. HENDRIX, husband and wife, their heirs, executors, administrators, successors and assigns, forever the following real property in the County of Escambia, State of Florida, to-wit:

OR BK 4432 PG 1442
Escambia County, Florida
INSTRUMENT 99-625024

The West 1/2 of the West 1/2, Section 32, Township 2 North, Range 31 West, Escambia County, Florida.

Grantor hereby reserves one-half of all oil, gas and mineral rights.

516966

FILED IN THE RECORDS OF THIS OFFICE
NOV 9 4 00 PM '72
IN THE RECORDS OF THE ABOVE STYLED COURT
JOE D. JERNIGAN, CLERK CIRCUIT COURT

ESCAMBIA COUNTY 047731
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
NOV 13 '72
P.B. 11000
255.00

Subject to taxes for 1972 and easements and restrictions of record, if any.

To have and to hold, unto the said grantees, their heirs, successor and assigns, forever. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and rights of homestead. And we covenant that we are well seized of an indefeasible estate in fee simple in said property and have a good right to convey the same; that it is free of other lien or encumbrance, and that we, our heirs, executors, administrators or assigns warrant the said grantees, their heirs, executors, administrators, successors or assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, and shall and will forever warrant and defend, subject to the exceptions set forth above.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9th day of November, 1972.

Signed, sealed and delivered in the presence of:

Clyde L. Cozens
Esteban L. Aguila

J. A. Jacobi Albert A. Jacobi (SEAL)
J. A. JACOBI, by ALBERT A. JACOBI, attorney-in-fact, as per Power of Attorney recorded in O.R. Book 604, Page 335, public records of Escambia County, Florida. (SEAL)

Ruth C. Jacobi (SEAL)
RUTH C. JACOBI

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the subscriber personally appeared ALBERT A. JACOBI, as attorney-in-fact for J. A. JACOBI, and RUTH C. JACOBI, wife of J. A. JACOBI, known to me, and known to me to be the individuals described by said names, in and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 9th day of November, 1972.

Notary Public, State of Florida
My Commission expires: 8/15/73

ESCAMBIA COUNTY 028381
FLORIDA
DEPT. OF REVENUE
NOV 13 '72
P.B. 11020
DOCUMENTARY SURTAX
93.50

K.O.R. 4.(M.)
Rec'd 2-9-77
Sec 24-2-30(L.C.)

OR BK 1070 PAGE 141

State of Florida

EXHIBIT "C"

COUNTY OF ESCAMBIA

WARRANTY DEED

OR BK 4432 PG1443
Escambia County, Florida
INSTRUMENT 99-625024

KNOW ALL MEN BY THESE PRESENTS: That we, J. V. McLAIN and MURIEL H. McLAIN, husband and wife, for and in consideration of Ten Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto SAMUEL HENDRIX and MARIAN HENDRIX, husband and wife, of Pensacola, Florida, their heirs, executors, administrators and assigns, forever, the following described real property, situate, lying and being in the State of Florida, and County of Escambia to-wit:

R.I.B.X. 21-B

RCD Jul 01, 1999 11:56 am
Escambia County, Florida

Commencing at the Southwest Corner of the Northeast 1/4 of Section 7, Township 1 South, Range 31 West, Escambia County, Florida, also being the intersection of the centerline of Beulah Church Road and centerline of Rebel Road, which is also the Point of Beginning; thence go northerly along the West line of Northeast 1/4 of said Section 7, also being the centerline of Rebel Road for 1977.62 feet; thence deflect right 89° 57' 15" and go 338.82 feet; thence deflect right 90° 01' 45" and go 48.41 feet; thence deflect left 90° 20' 45" and go 323.82 feet; thence deflect right 90° 27' 30" and go 1928.84 feet to the centerline of Beulah Church Road; thence deflect right 89° 42' 15" and go 658.80 feet along the centerline of Beulah Church Road back to the Point of Beginning; containing 29.64 acres, more or less.
LESS AND EXCEPT a strip of land 15.5 feet wide contigious to and parallel to the entire western boundary of Parcel C and also LESS AND EXCEPT a strip of land 14.35 feet wide contigious to and parallel to the entire southern boundary of Parcel D.
ALL the above described land being in Section 7, Township 1 South, Range 31 West, Escambia County, Florida.

SUBJECT TO THE FOLLOWING:
Grantors reserve an undivided one-half interest in and to all oil, gas and minerals in, upon and under the land, with the right to enter thereon and use the surface thereof as may be reasonable for the purpose of exploring, mining and drilling for purpose of removing oil, gas and minerals, in Deed from Herman A. Isberg and Ruby L. Isberg, husband and wife, to J. V. McLain and Muriel H. McLain, husband and wife, recorded in Deed Book 302 Page 496, Public Records of Escambia County, Florida.

Oil, Gas and Mineral Lease from Everett E. Poff and Winifred K. Isberg Poff to EXXON Corporation, of record in Official Records Book 818 Page 910, Public Records of Escambia County, Florida.

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 99-625024

Subject to taxes for current year and to valid easements, mineral reservations and restrictions of record affecting the above property, if any.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And we covenant that we are well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance, and that we, our heirs, executors and administrators, the said grantees, their heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever fully warrant and defend.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14th day of January, 1977.

Signed, sealed and delivered in the presence of:

J. V. McLain (SEAL)
J. V. McLAIN

Muriel H. McLain (SEAL)
MURIEL H. McLAIN

State of Florida

COUNTY OF ESCAMBIA

Before the subscriber personally appeared J. V. McLAIN and MURIEL H. McLAIN, husband and wife, known to me, and known to me to be the individuals described in said names in and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 14th day of January, 1977.

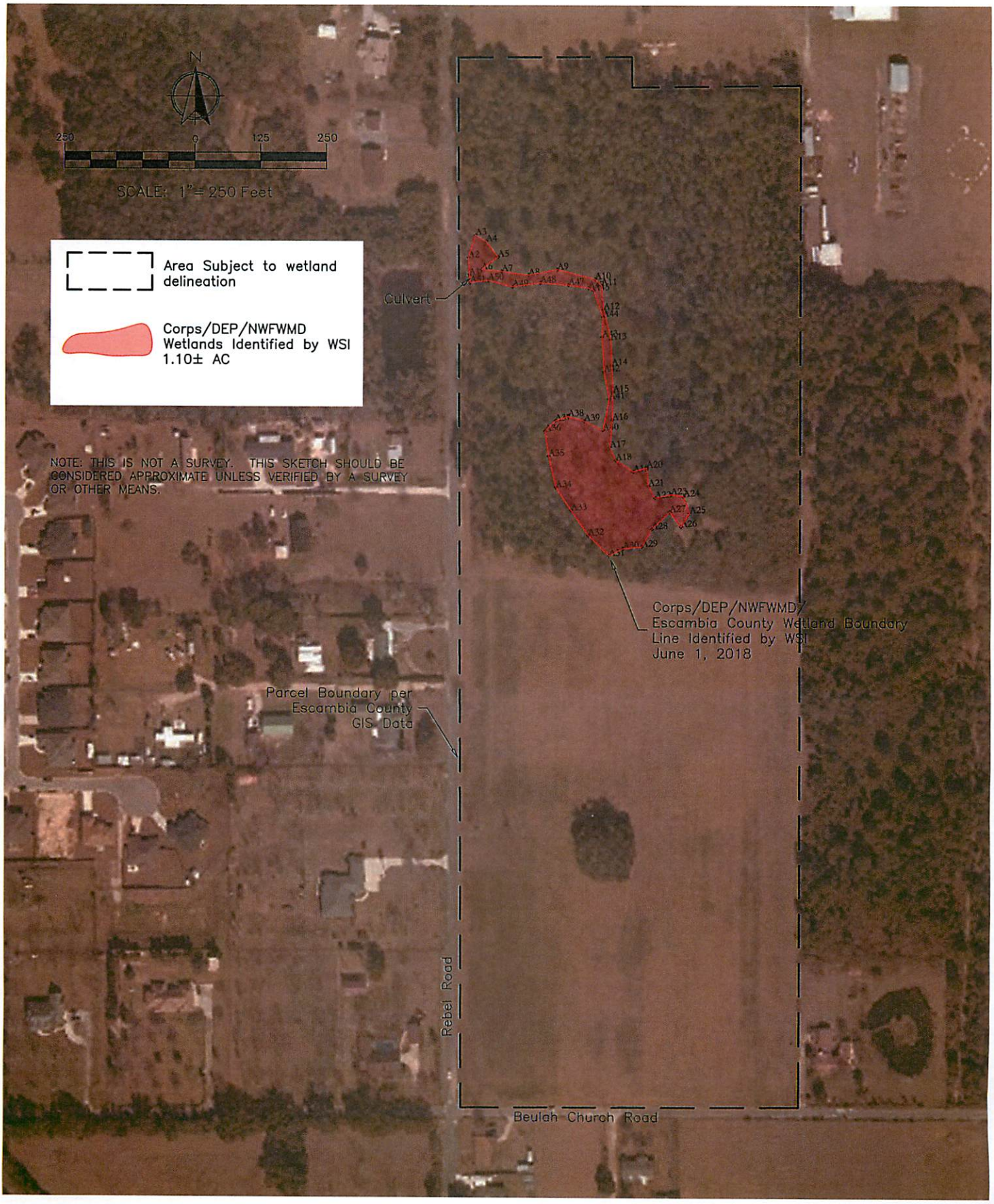
Notary Public

My commission expires: 3-19-77

SPACE BELOW FOR RECORDERS USE

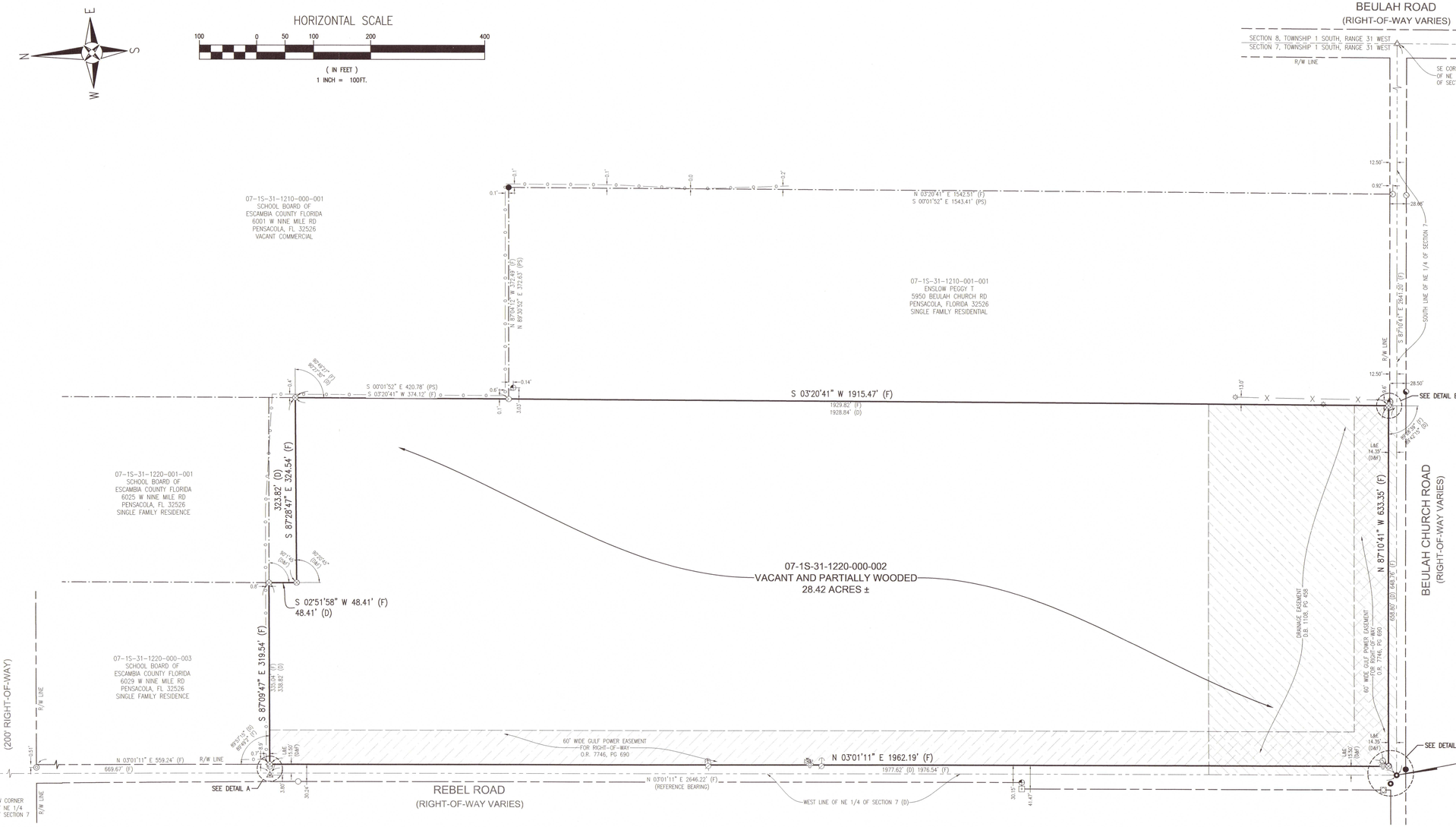
FILED AND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO., FLA.
ON JAN 14 2 29 PM '77
RECORDED ABOVE
J. FLOWERS COMPTROLLER
ESCAMBIA COUNTY

783209



WETLAND SCIENCES INCORPORATED
ENVIRONMENTAL CONSULTANTS
3308 GULF BEACH HIGHWAY
PENSACOLA, FLORIDA 32507
TEL: 850.453.4700
KEITH@WETLANDSCIENCES.COM

PROJECT NAME: D.R. Horton Rebel Road	
Sketch of Wetland Resources	
PROJECT NO.: 2018-418	
DRAWN BY: KDJ	DATE: 06/01/18
SHEET: 1 OF 1	



GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000) HAVING A BEARING OF NORTH 03°01'11" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK; PREVIOUS SURVEY PREPARED BY PITTMAN, GLAZE AND ASSOCIATES, INC. (FILE No. C-7285; JOB No. 36415-15; DATED 07-17-2015); CERTIFIED CORNER RECORD DOCUMENTS (No. 068125, 062701, 068127, 068130, 064132, 068135, 072954, 068126, 068124 & 062705); DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. VISIBLE UTILITIES WITHIN THE SURVEY LIMITS ARE AS SHOWN HERON.
4. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
5. VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
6. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0270G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
7. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
8. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
9. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

LEGEND:

⊗	SET 1/2" DIA CAPPED IRON ROD (No. 7916)	o	DENOTES CHAIN LINK FENCE
⊙	FOUND 1/2" DIA CAPPED IRON ROD (No. 7073)	x	DENOTES WIRE FENCE
◔	FOUND 1/2" DIA CAPPED IRON ROD (No. 2892)	WV	DENOTES WATER VALVE
◷	FOUND 1/2" DIA CAPPED IRON ROD (No. 5913)	FH	DENOTES FIRE HYDRANT
◴	FOUND 1/2" DIA CAPPED IRON ROD (No. 7919)	←	DENOTES GUY WIRE
◫	FOUND 1/2" DIA CAPPED IRON ROD (No. 6998)	C/L	DENOTES CENTERLINE
◵	FOUND 1/2" DIA CAPPED IRON ROD (No. 3578)	(D)	DENOTES DEED INFORMATION
●	FOUND 1/2" DIA IRON ROD (UNNUMBERED)	D.B.	DENOTES DEED BOOK
○	FOUND 1/2" DIA IRON PIPE (UNNUMBERED)	DIA	DENOTES DIAMETER
◎	FOUND 1" DIA IRON PIPE (UNNUMBERED)	EOP	DENOTES EDGE OF PAVEMENT
◘	FOUND 1-1/2" DIA IRON PIPE (UNNUMBERED)	(F)	DENOTES FIELD INFORMATION
⌖	FOUND NAIL AND DISK (No. 7073)	L&E	DENOTES LESS AND EXCEPT PER DEED
△	FOUND NAIL (UNNUMBERED)	No.	DENOTES NUMBER
▣	FOUND 4"x4" CONCRETE MONUMENT	O.R.	DENOTES OFFICIAL RECORD BOOK
⊡	FOUND 4"x4" CONCRETE MONUMENT WITH HOLE	(P)	DENOTES PLAT INFORMATION
ϟ	DENOTES LINE SHOWN NOT TO SCALE	PG	DENOTES PAGE
⌀	DENOTES WOOD UTILITY POLE	R/W	DENOTES RIGHT-OF-WAY
☼	DENOTES WOOD LIGHT POLE		

DESCRIPTION:

(OFFICIAL RECORDS BOOK 1070, PAGE 141)

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ALSO BEING THE INTERSECTION OF THE CENTERLINE OF BEULAH CHURCH ROAD AND CENTERLINE OF REBEL ROAD, WHICH IS ALSO THE POINT OF BEGINNING; THENCE GO NORTHERLY ALONG THE WEST LINE OF NORTHEAST 1/4 OF SAID SECTION 7, ALSO BEING THE CENTERLINE OF REBEL ROAD FOR 1977.62 FEET; THENCE DEFLECT RIGHT 89° 57' 15" AND GO 338.82 FEET; THENCE DEFLECT RIGHT 90° 01' 45" AND GO 48.41 FEET; THENCE DEFLECT LEFT 90° 20' 45" AND GO 323.82 FEET; THENCE DEFLECT RIGHT 90° 27' 30" AND GO 1928.84 FEET TO THE CENTERLINE OF BEULAH CHURCH ROAD; THENCE DEFLECT RIGHT 89° 42' 15" AND GO 658.80 FEET ALONG THE CENTERLINE OF BEULAH CHURCH ROAD BACK TO THE POINT OF BEGINNING; CONTAINING 29.64 ACRES, MORE OR LESS. LESS AND EXCEPT A STRIP OF LAND 15.5 FEET WIDE CONTIGIOUS TO AND PARALLEL TO THE ENTIRE WESTERN BOUNDARY OF PARCEL C AND ALSO LESS AND EXCEPT A STRIP OF LAND 14.35 FEET WIDE CONTIGIOUS TO AND PARALLEL TO THE ENTIRE SOUTHERN BOUNDARY OF PARCEL D.
ALL THE ABOVE DESCRIBED LAND BEING IN SECTION 7, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HERON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: MARK A. NORRIS
FLORIDA REGISTRATION No. 6211

6/21/18
DATE

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400 Fax 850.438.0448
EB 00009857 LB 7916

STATE OF FLORIDA
MARK A. NORRIS
LICENSE NUMBER 6211
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

9600 BLOCK OF REBEL ROAD
PENSACOLA, FLORIDA 32526
PARCEL ID: 07-1S-31-1220-000-002

A PORTION OF
SECTION: 7 TOWNSHIP: 1 SOUTH RANGE: 31 WEST
COUNTY: ESCAMBIA STATE: FLORIDA

NO.	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT NO: 2018.075
DRAWN BY: DFS
CHK'D BY: MAN
SCALE: 1" = 100'
F.B.: 18-06
PG.: 30-35
DATE: 6/15/2018

BOUNDARY SURVEY

PREPARED FOR: D.R. HORTON, INC.
REQUESTED BY: MR. JOEL COLEMAN D.R. HORTON, INC.

1 of 1

This drawing is the property of Rebol-Battle & Associates, and may not be reproduced without written permission.

P:\2018\2018.075 REBEL ROAD PROPERTY\SURVEY\2018.075 - DR HORTON REBEL ROAD.DWG

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 8/7/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-10.

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: Kendra Anne Schultz

*Address: 3869 Paradise Bay Rd. *City, State, Zip: Gulf Breeze, FL 32563

Email Address: KASchultz@fountainlaw.com Phone: 939-3535

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

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ESCAMBIA COUNTY, FLORIDA

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(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6/7/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2-2018-10

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: JASON REBOL

*Address: 2301 N. 9TH AVE, PENSACOLA City, State, Zip: FL 32503

Email Address: JASON.REBOL-BATTLE.com Phone: 438-0400

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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01/2016

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 8-7-18

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-10

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Douglas Chifton

*Address: 9641 Rebel Rd. *City, State, Zip: Pen Fl. 32526

Email Address: CHIFTONRU@Yahoo.com Phone: 850-7485416

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:
☒ would like to be notified of any further action related to the public hearing item.
☒ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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01/2016

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ESCAMBIA COUNTY, FLORIDA

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(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 8/7/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-10

_____ In Favor X Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: JAMES FAXLANGER

*Address: 4159 ERICA CT *City, State, Zip: PACE FL 32526

Email Address: Jim.FAXLANGER@PANHANDLE.RR.COM Phone: (850) 698-7695

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

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01/2016

BOARD OF COUNTY COMMISSIONERS
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 8/7/18

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-10

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Fay Blue

*Address: 6120 Beulah Ch Rd *City, State, Zip: Pensacola, FL 32526

Email Address: _____ Phone: 850-572-3958

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☒ Sign

Please indicate if you:
☒ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
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(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Donate time to T. Blackwell

Meeting Date: Aug 7, 2018

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-10

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

_____ In Favor _____ Against

*Name: Jacqueline Rogers — Didnot speak

*Address: _____ _____ *City, State, Zip: _____

Email Address: jacquelinarogers13@gmail.com Phone: _____

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

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4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 8/7/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-10

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Theresa Blackwell

*Address: _____ _____ *City, State, Zip: _____

Email Address: _____ Phone: _____

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 8/8/18

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2018-10

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Jackie Wilde

*Address: 6511 Frank Reeder Rd. *City, State, Zip: Pensacola, FL. 32526

Email Address: jackiewilde@live.com Phone: 850-982-3395

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:
☑ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

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7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

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ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 8-9-2018

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-10

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Teresa Oldaker

*Address: _____ *City, State, Zip: _____

Email Address: _____ Phone: 850 941-05-23

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

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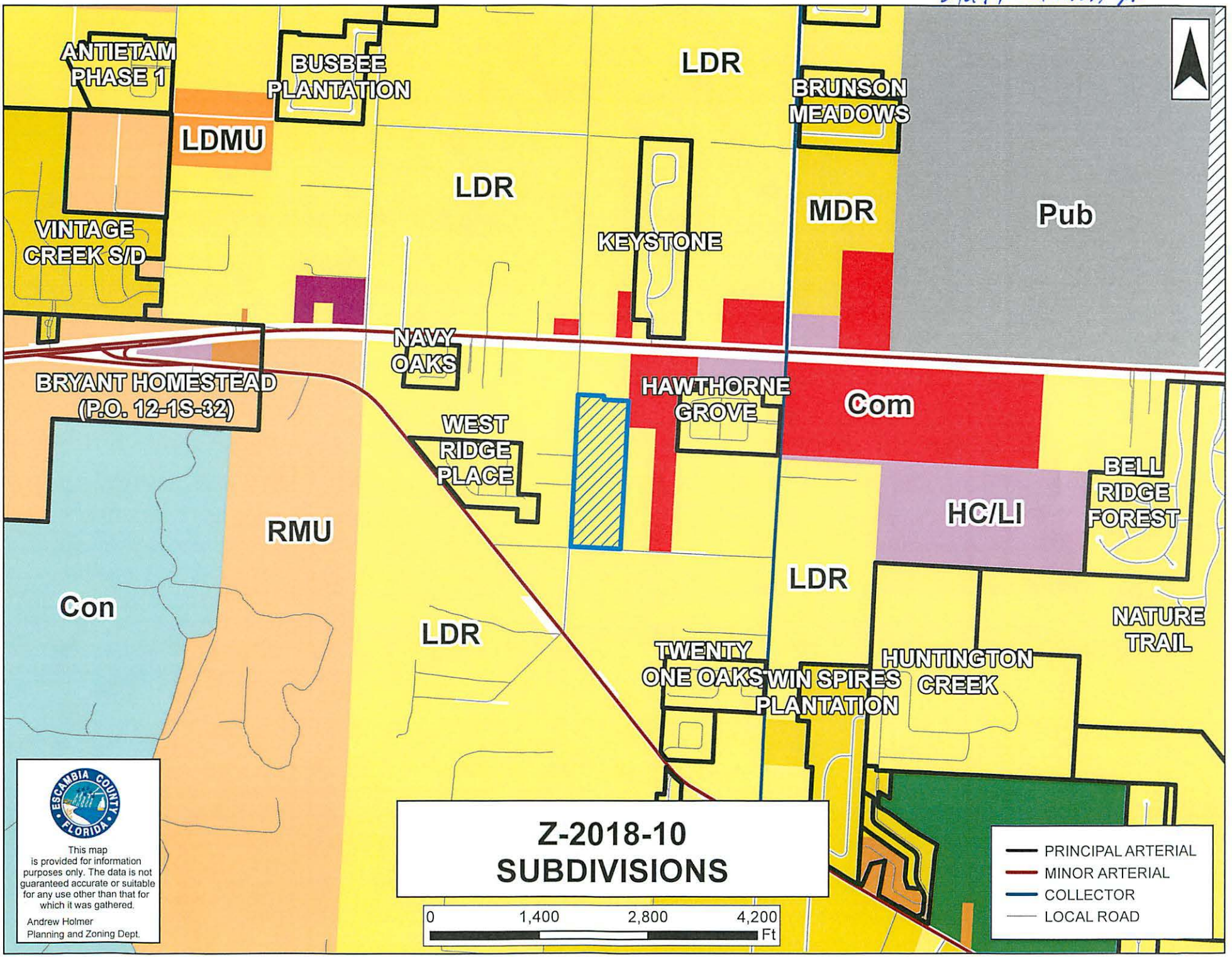
01/2016

Staff Exhibit A



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Division Manager**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

THRU: **David Forte, Division Manager**
Transportation & Traffic Operations Division

DATE: **July 27, 2018**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2018-10**

TTO Staff has reviewed the Rezoning Case (Z)-2018-10, 9600 Block of Rebel Road, agenda item for the Planning Board meeting scheduled for August 7, 2018. Please see the below comments.

FDOT performed a recent study of the intersection of Rebel Road and Nine Mile Road. The study found that a traffic signal was warranted as well as the need for a 145-foot long northbound right turn lane. Discussions regarding funding are underway between FDOT and Escambia County and the Escambia County School District. Currently, however, there is no funding.

Rebel Road is classified as a local street and assumed to be functioning within its allowable capacity for traffic volumes. Per the TPO's Congestion Management Process Plan, Nine Mile Road (SR 10) is classified as a minor arterial with an allowable vehicular capacity of 17,300 and a year 2017 daily volume of 4,900 vehicles. The posted speed on this segment of Nine Mile Road is 55 miles per hour (mph).

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Jones, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director
John C. Fisher, Development Services Department

3363 WEST PARK PLACE • PENSACOLA, FLORIDA 32505 • 850-595-3404 • 850-595-3405 (FAX)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14710 **Growth Management Report 10. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 09/06/2018
Issue: 5:45 p.m. - Amendment to the Official Zoning Map
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:45 p.m. - A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on August 7, 2018, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning case Z-2018-10 was heard by the Planning Board on August 7, 2018. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases. The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

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

Attachments

Draft Ordinance

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 1, SECTION 3-1.3(b), THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended: Chapter 3, Article 1, Section 3-1.3(b), and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.:	**Z-2018-10**
Address:	9600 Block Rebel Road
Property Reference No.:	07-1S-31-1220-000-002
Property Size:	28.42 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban

Section 2. Severability.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68; and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

DRAFT

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14711 **Growth Management Report 10. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 09/06/2018

Issue: 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7, Policy FLU 1.1.1, 2030 Future Land Use Map

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7, Policy FLU 1.1.1 to Provide for an Amendment to the 2030 Future Land Use Map - LSA-2018-01

That the Board of County Commissioners (BCC) review and transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the Comprehensive Plan, Chapter 7, Policy FLU 1.1.1, 2030 FLU map, for the specific parcel, requesting to change the existing Future Land Use Map (FLUM) designation from Agricultural (AG) to Rural Community (RC).

BACKGROUND:

The applicant is requesting a FLUM change from AG FLU to RR, in order to obtain an increase on the residential density to accommodate his development.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Comprehensive Plan, will be filed with the Department of State following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the Comprehensive Plan FLUM and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

Attachments

Working Case File
Draft Ordinance

LSA-2018-01

ESCAMBIA COUNTY
REGULAR PLANNING BOARD
COMPREHENSIVE PLAN
LARGE-SCALE FUTURE LAND USE MAP AMENDMENT

PROJECT NAME: LSA 2018-01
LOCATION: 900 Block Highway 97
PARCEL NUMBERS: Portions of 19-3N-31-1100-000-000 and 20-3N-31-1000-000-000

ACREAGE: 210 (+/-) acres

REQUEST: From Agriculture (AG) to Rural Community (RC)

APPLICANT: Wiley C. "Buddy" Page, Agent for Bluewater Creek Estates, Inc.

A Regular Planning Board hearing was held in the above-styled cause before the Escambia County Planning Board on the 7th day of August 2018, commencing at approximately 11:12 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by Rebecca T. Fussell.

PLANNING BOARD

BOARD MEMBERS PRESENT:
WAYNE BRISKE, Chair — ALAN GRAY, Board Member
TIMOTHY PYLE, Board Member — JAY INGWELL, Board Member
REID RUSHING, Board Member — WILLIAM CLAY, Board Member

PLANNING BOARD STAFF PRESENT:

HORACE JONES, DIRECTOR

MEREDITH CRAWFORD, ASSISTANT COUNTY ATTORNEY

KAYLA MEADOR, ADMINISTRATIVE ASSISTANT

JOHN FISHER, SENIOR PLANNER

ANDREW HOLMER, DIVISION MANAGER

JUAN LEMOS, SENIOR PLANNER

ALLYSON CAIN, PLANNER II

DAVID FORTE, TRANSPORTATION and TRAFFIC OPERATIONS DIVISION MANAGER

ALSO PRESENT:
FOR BLUEWATER CREEK ESTATES, INC.:
WILEY C. "BUDDY" PAGE, AGENT
PROFESSIONAL GROWTH MANAGEMENT SERVICES, LLC
5337 HAMILTON LANE
PACE, FLORIDA 32571

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P R O C E E D I N G S

CHAIRMAN BRISKE: I would call us back to order for quasi-judicial hearing.

Mr. Fears had to leave for the rest of the day. However, we do have the rest of our members here somewhere. They are in the chambers and walking around, but we are going to go ahead and get some technical items.

Our next case is Z-2018-08, but we are going to put quasi-judicial in recess for just a few minutes. We have to deal with a Large-Scale Amendment of Future Land Use Maps. So we are going to quickly shift over and put quasi-judicial in recess.

And for the Regular Planning Board meeting, I hereby call the regular Planning Board meeting to order for August 7th.

We do have -- right now we have five members here with a sixth one, I believe, in the hallway for voting purposes, so we do have a quorum.

Did we have proof of publication of the regular Planning Board meeting?

MS. MEADOR: Yes, sir.

CHAIRMAN BRISKE: Okay. And does that meet

all of the legal requirements?
MS. MEADOR: Yes, sir.
CHAIRMAN BRISKE: Okay. The Chair will entertain a motion to waive the reading of the legal.
MR. GRAY: So moved.
CHAIRMAN BRISKE: Okay. A motion.
MR. INGWELL: Second.
CHAIRMAN BRISKE: A second. All those in favor, "aye."
MR. GRAY: Aye.
MR. PYLE: Aye.
MR. RUSHING: Aye.
MR. INGWELL: Aye.
MR. CLAY: Aye.
CHAIRMAN BRISKE: Opposed?
(No response.)
CHAIRMAN BRISKE: Motion carries.
Were there any additions, deletions or changes to the prior meeting minutes for the last meeting?
(No response.)
CHAIRMAN BRISKE: Hearing none, the Chair will entertain a motion to accept as presented.
MR. RUSHING: So moved.

CHAIRMAN BRISKE: A motion. Do we have a second?
MR. CLAY: Second.
CHAIRMAN BRISKE: A second. All those in favor say "aye."
MR. GRAY: Aye.
MR. PYLE: Aye.
MR. RUSHING: Aye.
MR. INGWELL: Aye.
MR. CLAY: Aye.
CHAIRMAN BRISKE: Opposed?
(No response.)
CHAIRMAN BRISKE: Motion carries.
Okay. You previously have been provided the hearing package for August 7th, 2018. The Chair will entertain a motion to accept that package and the legal advertisement into evidence.
MR. GRAY: So moved.
CHAIRMAN BRISKE: A motion. Do we have a second?
MR. RUSHING: Second.
CHAIRMAN BRISKE: A second. Those in favor, say "aye."
MR. GRAY: Aye.
MR. PYLE: Aye.

MR. RUSHING: Aye.
MR. INGWELL: Aye.
MR. CLAY: Aye.
CHAIRMAN BRISKE: Opposed?
(No response.)
CHAIRMAN BRISKE: Motion carries.
Okay. We will skip over the first few agenda items and go directly into Public Hearing 5A. This is a public hearing concerning the review of an ordinance amending Chapter 7, Future Land Use 1.1.1, to provide amendment to the 2030 Future Land Use Map.
Who is presenting this?
MR. LEMOS: I am, sir.
CHAIRMAN BRISKE: Okay. All right. Go ahead, sir.
MR. LEMOS: Good morning, board members. Juan Lemos, Development Services Planner.
As you remember, we kind of postponed these from the last hearing because we ran out of time. This is Large-Scale Amendment 2018-01, the 900 block of Highway 97 is the parcel that was created from parcels of other existing parcels, about 210 (plus/minus) acres. The request is to go from Agriculture (AG) to Rural Community (RC).

Do you want me to go ahead and go through the findings -- the pictures, the maps first and then to my findings, or which?
CHAIRMAN BRISKE: Yes. Let's go ahead and just go through everything. And then we'll --
MR. LEMOS: Okay. So we will just go through the pictures real quick so that we refresh the Board and the public in attendance.
This is the location map of the parcel, again, off of -- north of Highway 97.
This is the 500-foot radius zoning for the Large-Scale Amendment, the parcel and the surrounding properties. As you can see on the map, it is all agricultural.
And this is current Future Land Use Map with the parcel and multiple surrounding parcels, agriculture.
The Proposed Future Land Use Changes, again, to a rural community.
And this is an aerial map of the parcel in question.
This is a map depicting the National Wetlands Inventory layer from GIS, which shows the possibility of wetlands within the parcel.
And this is a map derived from the soil

study of Escambia County, which shows prime soils within the parcel.

This is the actual public hearing signs posted on-site.

This is looking east across from the property along the highway, Highway 97.

This is looking northeast towards the property across from Highway 97.

And looking northwest from the property along Highway 97.

And looking southeast from the property along Highway 97.

And looking towards the southwest from the property, again, across Highway 97.

And looking northeast across Highway 97 on to the actual property.

And I will go ahead and do my findings.

So under the "Site Description and the Summary of the Proposed Amendment," the applicant is requesting, again, a Future Land Use Amendment to change the Future Land Use category of a 210 (plus/minus) acres parcel, as described in a signed sealed survey produced by KJM Land Planning, LLC, dated May 24, 2018, from AG to RC.

The Future Land Use Amendment is proposed

to change the allowed density and to accommodate the development of a residential subdivision of approximately 38 dwelling units.

The current zoning designation of the referenced parcel is Agricultural. The applicant is concurrently requesting a rezoning from AGR to Rural Residential.

The subject parcel is located about one and a half miles west of Highway 29 and north of Highway 97. A review of the aerial maps and a site visit by the staff reveal that the newly created parcel is undeveloped, heavily-forested vacant land. The parcel has frontage on Highway 97.

Review of the currently adopted Escambia County Future Land Use Map shows the parcel is located in the southern boundary delineation between the AG and RC Future Land Use categories. It is worth to mention that most of the parcels within the AG Future Land Use category from this area north to the Alabama border consist mostly of large tracts of agriculture and silviculture land.

The existing RC FLU area located south and east from the parcel serves as a buffer between the rural community of North Escambia County and the denser and more developed areas in Cantonment

and to the south.

Under "Sanitary Sewer Services," the applicant stated that Emerald Coast Utility Authority does not provide sanitary sewer in that area; and, therefore, there will be a need for individual septic tanks for the proposed development. The applicant is aware of the requirement for coordination with the Florida Health Department to accommodate the permitting installation of septic tanks.

"Solid Waste Disposals," the applicant stated that solid waste disposal will be provided by ECUA and that a letter indicating the capacity to serve the proposed development was requested.

"Potable Water Service," the Subject property is within the service area of Molino Utilities, Inc. An unsigned letter was provided with the application packet. Randy Weaver, Operations Manager for Molino Water, indicates that adequate pressure and volume to provide water and fire protection for the new housing development is available. If approved based on the proposed development, further analysis and evaluation will be conducted during the Site Plan Review process.

"Stormwater Management," the applicant

acknowledges the requirement to review and permitting -- I'm sorry -- the requirement for review and permitting through separate agencies, as necessary. If approved, based on the proposed development further analysis and evaluation will be conducted during the Site Plan Review process.

"Streets and Access," comments provided by Ms. Terri Malone, who is an Engineering Program Coordinator with Transportation and Traffic Operations, are included in the packet as a separate document.

"Public School Facilities," the Future Land Use Amendment application named the schools within the district and stated the understanding that the development must meet the school level of service requirement of the adopted Interlocal Agreement with Escambia County. If approved, the proposed development will be reviewed through the Site Plan Review process for school concurrency.

"Analysis of Suitability of the Amendment for Proposed Use," under the AG FLU the maximum residential density is one dwelling unit per 20 acres. However, the applicant is concurrently applying for a rezoning from AGR to RR.

If the concurrent rezoning is approved,

then the proposed amendment would be compatible with Comprehensive Plan Policy Future Land Use 1.3.1, as the RC FLU has a residential maximum density of two dwelling units per acre, which will accommodate the proposed development density.

Highway 97 is designated as a county minor arterial road, and access to the site will be provided from this existing roadway. Based on the general application language from the owner and the remote location of the proposed development, major infrastructure improvements will have to occur within the parcel to support the type of development proposed as it is not available at this time, using the allowance for increased residential units under the proposed RC FLU.

However, staff is not able to analyze or determine the levels of impact or the necessary infrastructure improvements that will be required as identified in Future Land Use 3.1.1.

The applicant described the future need for septic tanks, as the area lacks public sewer services and identified ECUA as the potential solid waste provider. Ultimately, any proposed development allowed under the permitted uses for the requested zoning will require review and

approval through the established development review process.

The applicant did provide a letter from a representative of Molino Utilities, Inc, Randy Weaver, Operations Manager, that states that adequate pressure and volume exist to provide potable water and fire protection for the new housing development, addressing the requirements under Future Land Use 3.1.2.

Based on the application language, this area was originally owned by the St. Regis Paper Company. Research reflects that the company's primary objective is to manage and sell timberland.

If the property is identified as containing prime farmland, using the current county's definitions, at the time of review for any proposed development, the Comprehensive Plan and the Land Development Code regulatory language that supports the protection of such farmland will be implemented, to address the requirements under Future Land Use 3.1.3.

Spatial analysis of the surrounding area illustrates the current growth pattern in the area with a considerable amount of parcels located to the south of Highway 97 used as single-family

residences, in smaller lots, trending into a denser development. Conversely, parcels north of Highway 97, are larger in size and mostly agricultural in nature, with minimal residential development.

Analysis of the overall long-range development trends and residential needs for the County suggest that future development within the semi-rural areas have already been identified and addressed by the adoption of the Escambia County Mid-West Sector Plan.

The 15,000-acre sector plan layout results from analysis of demographics, market data, environmental resources, zoning and land uses, as well as the identification of available infrastructure and public services.

Based on those analyses, the existing adopted Sector Plan and the location of the proposed development, it is the staff's opinion that supporting this amendment would be in contravention with the guidance of Future Land Use 3.1.5.

"Impact on Wellheads," the requirements for wellhead protection areas will be addressed at the time of a specific project submittal during the site plan review process. Further permitting from

outside agencies may be required.

"Impact on Historically Significant Sites," the applicant did provide a document signed by Sam Wilford, an Archeological Data Analyst from the State of Florida, that identifies no cultural resources previously recorded in the area. The applicant is aware that additional information may be required at the time of project submittal.

"Impact on the Natural Environment," based on the National Wetlands Inventory Map, there appear to be wetlands on the subject parcel. The applicant did state that the proposed development will be submitted for Escambia County and FDEP for review and approval.

All standards and regulations within the Land Development Code and the Comprehensive Plan related to wetlands, habitat protection, stormwater requirements will apply and will be addressed at the time of the specific project submittal through the site plan review process.

And the last one is "Future Land Use Map Designations." The proposed RC FLU describes the intent to recognize existing residential development and neighborhood serving nonresidential activities through a compact development pattern

that serves the rural and agricultural areas of Escambia County.

Future Land Use 3.1.5, New Rural Communities, states that to protect silviculture, agriculture, and agricultural-related activities, Escambia County will not support the establishment of new rural communities.

Based on analysis of the development as proposed, it is the staff's opinion that the proposed activity will create a disorganized development pattern in a rural area.

The proposed remote single-family subdivision will not discourage urban sprawl. It will be an automobile-dependent development with a single-use, not functionally related to the agricultural character of the area and will require the extension of public facilities and services in an inefficient manner, while at the same time failing to provide a clear separation between the urban and the rural areas.

The County has already identified a transition area between the urban and rural areas in the north part of Escambia County. The adopted Sector Plan, as a long-range plan, does contain regulations base -- regulations based on common

planning practices that provide for cohesive, sustainable development patterns using general principles of community design, economic development, transportation systems and the protection of the environment.

And that concludes staff's presentation.

CHAIRMAN BRISKE: Okay. Any questions, board members?

MR. PYLE: Mr. Lemos, can you go back to the map with the soil, the map that has the conditions of soils in brown and white, I believe? Prime soils.

MR. LEMOS: Yes.

MR. PYLE: Is there anybody -- maybe this is for Mr. Page or yourself. I'm not sure. Apparently, me being a layman, I would say, well, hmm, the soil is no good. Therefore, maybe this is the only, you know, reasonable usage for the land owner.

Is there anybody, an expert or anybody, who can say, yes, that soil is no good for agriculture and silviculture, and this is why, and/or on the other side of that because I understand your -- the word "contravention" stood out to me.

However, this map also stood out to me, and they also seem to be diametrically opposed to each other. I'm just curious what your --

MR. LEMOS: So, basically, the standard -- and correct me if I'm wrong -- but the standard for us when we talk about prime farmland is that U.S.D.A. map that the county -- it's an Escambia County U.S.D.A.-produced map. So a federal agency has identified potential prime farmland soil existence within the whole county. They do it throughout Florida. They do it throughout the United States, actually.

So when I -- so we do have a layer from the soil service on our GIS. So when I click on any parcel in Escambia County, based on their definition of what prime farmland, not just theirs, but we also have a definition of prime farmland in the Land Development Code.

Those soils, we have -- there are 300 or something designations for soils in the United States. I am by no means an expert on soils. It is my degree background, but I never got into the whole soil thing.

So the FDA does identify specific types of soils that have the potential -- not have the

potential -- that are identified as prime farmland. Regardless if they are used for prime farmland or not, the composition of the soil, it is considered to be prime farmland.

So that is what this map is derived from. Where you see the brown areas within the parcel within the entire area, those lands that have the soil composition, it has been identified as prime farmland.

MR. PYLE: So I guess maybe what I am confusing is perhaps farmland versus timberland. And I'll let -- I'll wait, and Mr. Page may --

MR. LEMOS: I think I can answer that.

Our Land Development Code does have a definition for agricultural, agricultural activities. Silviculture, it is an agricultural activity.

MR. JONES: Right.

MR. LEMOS: So that is what that follows on there.

Based on the history of the land, and I'm sure Mr. Page is going to have a little bit of that history for you to review, that has always been used as a timber production land.

And I think that sometimes people

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misconstrue prime farmland. I mean, what exactly makes a piece of land -- take away the soil composition, what makes it prime farmland in Escambia County?

All I can tell you is at the state level, and this is from meetings that we have had, personal, individual meetings that we have had sitting down with the State level of D.E.O., Escambia County, 35 percent of export production in Escambia County comes from agriculture. I'm not specifically talking about silviculture only. They just say agriculture in general.

So the protection of the agricultural export within Escambia County is a very important factor that they take into account when we do larger scale amendments, such as the one we are requesting here.

So the reason we mentioned the silviculture, the presence of potential prime farmland within those 200 acres, is because, obviously, we have been made aware that it's very important for us to justify, keep track and understand the importance of changing the actual use of that land.

MR. JONES: And if I may, if I may, Horace

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Jones again. To add on what Mr. Lemos has stated, in the analysis, it does reference the Sector Plan. One of the primary purposes and intents of the Sector Plan was to prevent -- and we referenced those things inside our analysis -- to prevent urban sprawl and to the agrarian and rural communities.

The Sector Plan was put in place because we had to have an area for MU-6. That was basically the plan that was chosen so that we can't continue to intrude upon those prime farmland areas, upon those large parcels of land in the AG category.

That is why the density is one dwelling unit per 20 acres for the large scale to prevent that urban crawl, to prevent that proliferation in those agrarian and rural communities because there is already -- there is already an area designated, targeted for the growth in the north end of the county.

And I'm quite certain that with the many issues, with the many debates just with bringing the Sector Plan back to light, the Comprehensive Plan does not support this. Based upon -- based upon this analysis, it does not comply with the

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elements of the Comprehensive Plan, nor and, also, too, the adoption of the Escambia County Sector Plan, which was -- which was basically the targeted growth area and to prevent the proliferation of urban sprawl into the agrarian and rural community.

CHAIRMAN BRISKE: Okay. Mr. Buddy Page. Good morning, sir. We're not in quasi-judicial, so you don't have to be sworn for this part of it, but I'll go ahead and --

MR. PAGE: Do you want me to be sworn?

CHAIRMAN BRISKE: That's okay. Not for this part of it. When we come into the other case, if it gets that far.

MR. PAGE: Thank you, Mr. Chairman. Buddy Page, Professional Growth Management Services in Pace, representing the applicant this morning.

Mr. Chairman, the analysis that starts out from staff analysis, the first item is the site description and summary of the proposed amendment. I would like to go into some detail about the site location for this, Mr. Chairman. I have several handouts I would like to present to you this morning, if I could.

CHAIRMAN BRISKE: Okay. The rules are not quite so strict in this part of the meeting, but

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could you just tell us what you're presenting us?

MR. PAGE: Mr. Chairman, the information that's before you further identifies the area within which this proposed development is being located.

The first page, as you can see, says that this is the history of the Molino area. That first page indicates that the Molino area was settled back in the 1700s. So, Mr. Chairman, the Molino area where this is being proposed to be developed is an existing community, Mr. Chairman. This is not a new community. It is an existing community.

Page two that you see is a color rendering, as best we could lift it off of the county Web page. And dead center of it shows the Molino Utility, Inc. water boundary area. And you will see three notations there, a location of the central water tower, the site that is for discussion this morning and the location of the new elementary school. All of those are dead center in what would be called the Molino existing community, not a new community.

Mr. Chairman, the next photo shows the Molino water tower, which is located about a half a mile up the road from the entrance way into this

particular site.

The next photo shows the new elementary school, which is about a little over half a mile to the south of the site known as Molino Park Elementary. You might recall the school board several years back combined Barrineau Park and Molino Park schools by name and then chose this location, which is almost dead center of the existing Molino community.

And then, finally, there is a shot, or a picture rather, of the Molino Park ballpark, which is located just around, behind the school and to the south.

So Mr. Chairman, I share this with you to indicate that this is not a new community. This is an old community. This is an existing community. It is a rural community.

Mr. Chairman, under the summary of staff findings that you just heard presented, the sanitary sewer service, the area -- this whole entire area of the county is in a septic tank area. This particular project is proposed to use septic tanks as well.

Solid waste, as indicated, will be handled presumably by ECUA. The potable water

service would be Molino Utilities. And, again, as stated, we have a letter indicating that they have both the volume and the capacity to handle that.

Stormwater management, there will be a need to go into detail on stormwater management, because as indicated a little bit earlier, there are several wetland areas and a stream over the northerly portion of the boundary of this particular project.

Further, Mr. Chairman, under public school facilities, as indicated, there is a new Molino Park Elementary School.

In terms of impact on the land use, one thing that we have heard a considerable amount of so far this morning is that section within the Land Development Code at 3.1.5 that says, to protect silviculture, agriculture and agricultural-related activities, Escambia County will not support the establishment of new rural communities.

This is not establishing anything new in a new rural community. This is an existing community. I will say again that it has been around in the north end of the county for a couple of hundred years, it appears.

Mr. Chairman, Highway 97, as the county

has indicated on here, is a county minor arterial. I think the engineer that will speak later -- we have several speakers -- has found that to be an FDOT. He can certainly speak to that. So it's not a county road. It's an FDOT road.

And the county indicates that this is in a remote location. It's not remote at all. It's along Highway 97. It fronts Highway 97 by over a thousand feet. So it's certainly not remote in that sense.

Further reading, it says the property is identified as containing prime farmland. And, Mr. Chairman, if we could pause for a moment on prime farmland, the owner of this property for -- between 15 and 20 years served as the county soil conservation agent in the north end of the county. He has some knowledge about soils.

We also have here this morning a representative of the soil conservation group based out of Molino, who in just a moment will present some information to you regarding that.

But as you saw on the -- one of the earlier maps that was shown on the overhead, Mr. Chairman, the property itself has about 78 percent, I think, of property that is not prime farmland.

The balance of the property in the lower right-hand corner, mid to lower right-hand corner, has a different configuration.

And we have some pictures here from that to show the slope of the property and the presence of a fair number of stones and rocks. Some of them -- this one appears to be maybe four or five feet in size. I would like to pass these out as well.

CHAIRMAN BRISKE: Mr. Page, these are pictures that you took of the property. Did you take these pictures personally?

MR. PAGE: Mr. Chairman, I did not. The owner of the property that is present here this morning took these pictures himself.

CHAIRMAN BRISKE: Okay.

UNKNOWN SPEAKER: May I have a copy of that, sir?

MR. PAGE: Mr. Chairman, in the information that you have, the first picture shows a fair amount of slope to the property. And in terms of the soil conditions itself, if I could, Mr. Chairman, I would like to call the first witness, Mr. Jacob Gilmore, who has been on the soil conservation corps in the Molino office for some period of time.

CHAIRMAN BRISKE: Okay. Let's bring him forward.
MR. PAGE: Is he going to be sworn in?
CHAIRMAN BRISKE: You don't have to swear in. We're still in the regular planning board. When we go to quasi-judicial, you are going to want to get him on the record there.
Sir, your name and address, please.
MR. GILMORE: Jacob Gilmore, 8284 Gibson Road, Molino.
CHAIRMAN BRISKE: Okay. All right. Go ahead, sir. Buddy, did you want to ask him questions?
MR. PAGE: Yes.
Whereupon,
JACOB GILMORE
was called as a witness and testified as follows:
DIRECT EXAMINATION
BY MR. PAGE:
Q Mr. Gilmore, are you familiar with this particular site off of Highway 97?
A I am.
Q Are you familiar with the soil conditions on the property, especially these several aerial -- these several photographs that were taken showing, while it appears on the map to show in the tan area that it is

a prime soils map, these photographs from that area would indicate something else. Could you describe what that might be?
A Well, I can tell you, I didn't look into the U.S.D.A. maps in detail. But looking at this map, there are very small pockets of prime farmland that wouldn't be used for row cropping at all.
Also, I drive by this property every day on my way home to and from work, and I can tell you that the slope in front of the property, there is no way to do any type of row cropping.
MR. PAGE: Very good. Thank you, sir.
Any questions, Mr. Chairman?
CHAIRMAN BRISKE: No, thank you. Not right now.
MR. PAGE: Thank you.
Mr. Chairman, based upon the photographs that you have and the overhead that we are looking at here and the testimony you have just heard would suggest that that tan area does not capture an accurate representation on the ground of what actually would be considered to be prime farmland.
MR. LEMOS: Thank you, Mr. Page.
And I appreciate the technical person that he brought in here. Again, he was very clear

that he stated he did not use the U.S.D.A. map soils. I'm sorry. That's what we have in the county. That's what we use to determine the presence of.
So at this point, short of having a person to actually test the soils out there, I think that we got to make sure that we understand that we have our limitations as a staff also to use a determination using a map without going actually to the site and have an expert determine the actual quality of the soils that exist on that site.
Thank you, sir.
MR. JONES: And, also -- also, there was a statement made that agriculture -- silviculture does consist of agriculture as well. I think we need to be -- be clear with the Comprehensive Plan. Agriculture does consist of silviculture.
So just because -- just in case -- just because you do not see a row of crops, that still does not mean that does not -- that that is not a prime farmland, nor silviculture.
Just, for example, just because you don't see wetlands or water on a lot, that still not does not mean that that area of land is not wetlands.
So I just want to be clear with what the

statements that are made for the record.
MR. INGWELL: I have a quick question.
What percentage of this property is timber?
MR. PAGE: I'm sorry?
MR. INGWELL: What percentage of this property is timber, harvestable timber?
MR. PYLE: Image seven.
MR. INGWELL: So that's silviculture right there.
MR. GRAY: That's all planted pine. That's all silviculture.
MR. JONES: All silviculture.
MR. GRAY: Well, barring maybe the fluvial system to the north end. That might be old growth. But everything that I see is planted pine, which would include the road edge, where it's, obviously, not able to plant the pine.
MR. PAGE: Mr. Chairman, if I might ask Mr. Gibson to come back up to address that. I have one question for him. Mr. Gibson, could you come back, please?
MR. GRAY: I'm sorry. My mic wasn't on. Did you have any trouble hearing what I just said?
MADAM COURT REPORTER: No.

MR. GRAY: Okay.
BY MR. PAGE:
Q Mr. Gibson --
A Gilmore.
Q I'm sorry?
A Gilmore.
Q Gilmore. I'm sorry. I was looking at Gibson Road on here.
Mr. Gilmore, the map that you see overhead shows -- and this was an earlier map because a fair amount of that has been cut. But it shows trees, pine trees. Do trees -- do pine trees necessarily have to be growing in prime agricultural soils?
A No.
Q They do not?
A Do not.
Q Okay. Thank you.
A But I do want to respond.
MR. PYLE: In fact, do you know the type of tree that is being grown there? Do you know what species it is?
MR. GILMORE: I don't know what species.
MR. PYLE: Okay. Would it be --
MR. GILMORE: It's a pine.
MR. PYLE: -- fair to say it's a slash or a

jack pine, maybe a loblolly pine?
MR. GILMORE: I would assume a slash or a loblolly because --
MR. PYLE: Okay. And do you know what types of soils loblolly and slash generally thrive in?
MR. GILMORE: I have not looked at -- no, I do not.
MR. PYLE: Okay. Thank you.
MR. GILMORE: I am not in the forestry side of things.
But I do want to reply to what this gentleman said. I did look at the U.S.D.A. map on this site. And row cropping, you couldn't do row cropping.
BY MR. PAGE:
Q And row cropping would be considered prime farmland usage?
A Prime farmland usage.
MR. LEMOS: I'm sorry. I guess we are going to be doing this for a little bit, if you guys will bear with us.
Again, we got to be very -- when we get to the rezoning side of this -- of this case, you will see that silviculture is agricultural process in Escambia County based on the Comprehensive Plan,

which comes strictly from the Land Development Code definitions and regulations.
So, again, like Horace said, we may not have cornstalks growing out there by the acre, but timberland is historically what has been the agricultural aspect of these portions of land to the north of the county.
MR. PYLE: So I get it. My reason for the question in the beginning was this: If the owner was getting paid by the paper mill because his land was so good for pine, he wouldn't be here. He would be making money with his timber. And I get that.
So my point is, I'm trying to decipher what the one-dimensional tan and white thing, can you grow timber there? Obviously, it's not going to yield as much as what the agent is representing to the owner what he wants to do, which is his business; right?
But what I was trying to get to the point was, is the property suitable? And I don't know that we're -- the staff, it may not be fair to the staff to determine this. But, apparently, we have had soil experts that I'll yield to. I didn't want to mince what could be out there.

I just want to know, is it a bad soil to grow timber on? Obviously, there is some reason they are here. And, apparently, they feel like they can get a better yield through a development than they can through timber.
I don't think anybody up here cares about whether it's corn or whether it's pine. But when you introduced that map, again, it's a one-dimensional. I appreciate the photos, which I'm assuming are from the property. And yes, that doesn't look like anybody is making money off of that pine tree, I can tell you that. But that's just my --
MR. PAGE: Mr. Chairman and Mr. Pyle, your point is well taken. If the property was more valuable to produce crops, that is exactly what it would be used for now.
All of this that I passed out is only to describe to you the portion of that map that is in question. So rather than 78 percent, which was up there, we think the property probably is closer to 90 to 95 percent in a classification that would be non-prime farmland.
Mr. Chairman, on the impact of the wetlands -- or let me go to the sector plan, if I

can. We had several comments about the sector plan as far as using the word "contravention" in terms of what this would be if it were to be approved.

My reading here says, "Identified and addressed by the adopted Escambia County Sector Plan. Analysis of the overall long-range development trends and residential needs for the County suggest that future development within the semirural areas have already been identified and addressed in the adopted Escambia County Mid-West Sector Plan."

Mr. Chairman, I would submit we are not in the semirural area that is bounded by the Sector Plan. The Sector Plan stops at Highway 196. I think that's Barrineau Park Road, which is a couple miles south of this.

If that area captures the semirural, and those rules and what have you are promulgated for that, we would consider that probably fine and dandy. But we're removed from that considerably. We are not in a semirural area. We are in a rural area.

So we don't feel the references to the Sector Plan has any impact here because all of that analysis was for the semirural area of the county.

And they stopped it where they thought the semirural area stopped. And, again, we are beyond that. We are in an agricultural area in an existing community, Mr. Chairman.

CHAIRMAN BRISKE: Mr. Page, before you go any farther, can we bring the map back up? I'm just going off of my knowledge of the area there, but can we go to a map where we can expand a little bit? Isn't the area along Sunshine Road, isn't that developed --

MR. PAGE: Yes.

CHAIRMAN BRISKE: -- subdivisions that are developed in that area?

MR. PAGE: Yes. It's in the lower left-hand corner. There it is.

MR. LEMOS: Please if you're going to do that, can you please show them the zone designations up there?

CHAIRMAN BRISKE: Yes, absolutely.

MR. LEMOS: And I absolutely -- you will see that on my -- when you read one of my staff analysis, it doesn't state that south of the highway. There is absolutely -- there is smaller parcel, subdivision, residential, higher density than what is allowed under the agricultural

district.

Again, that boundary is that road that has maintained most of the northern parcels, large parcels on the north part of the highway, has mainly agricultural parcels. That's the way they have been used for.

Absolutely, I will not discuss or disagree with Mr. Page. South of that road, there are smaller subdivisions that have been allowed there at what point.

CHAIRMAN BRISKE: So you are saying northeast of Highway 97 is what you're talking about?

MR. LEMOS: I'm sorry. If you will put that aerial photograph, please.

CHAIRMAN BRISKE: You were saying south of it. But I mean, Highway 97 runs --

MR. LEMOS: South of Highway 97. Immediately across from that site, you are going to find out that we did at one point allow some subdivisions to go in there, smaller lots, a small number. You can clearly see them right there on the aerial photograph. I mean, that is just to the south of that parcel, to the southwest.

And if we also go --

CHAIRMAN BRISKE: What is that white building

at the corner of --

MR. LEMOS: That's a public school.

CHAIRMAN BRISKE: No. Right there. That's a business; right?

MR. LEMOS: That's a feed store.

CHAIRMAN BRISKE: That's a business.

MR. LEMOS: So, yes, there is absolutely -- Mr. Page is correct, south of 97. Again, when you go out there, there is a very clearly defined boundary of the density, what is allowed below 97 at what point for whatever reason.

CHAIRMAN BRISKE: Right.

MR. LEMOS: Not that I have to agree with it or not. At one point, there were some subdivisions that were approved south of 97. Again, smaller lots, deferred residential, some in districts that may have gotten rezoned to that from the original agricultural.

And, again, from the transitional that Mr. Page is speaking about, absolutely, he's correct. We are not saying that he's anywhere near the Sector Plan. He kind of makes my point.

MR. JONES: Right.

MR. LEMOS: At what point do we keep these organized, orderly, intelligent development going

towards the north part of the county? I mean, do we just start letting everybody do subdivisions, whatever they want to without taking into consideration anything else?

He made the point. If you go -- that is -- that is a rural -- that is an agricultural area up there. We haven't got to that point where we need those agricultural lands to build houses for people to live in or to develop businesses so people can go to work.

CHAIRMAN BRISKE: Let's zoom out a little bit. I would like to see the whole Molino community just as a whole there. Maybe go back in one more.

So, typically, the Molino community has been identified as Molino Road going towards the river; right?

MR. LEMOS: Uh-huh (affirmative expression).

CHAIRMAN BRISKE: And where is that on this map?

MR. PYLE: That is 29; right?

MR. LEMOS: That is 29.

MR. PYLE: That's 97. The ballpark is to the left.

CHAIRMAN BRISKE: So Molino Road is the one down here that goes off to the right?

MR. LEMOS: Correct, Mr. Chairman.

MR. GRAY: We can see a pattern here. There are probably several instances of subdivisions being around here. But a lot of this is what we call just, basically, the generational land. The farmer left the front that is adjacent to the farm to market road go to the sons and daughters. There is a lot of that.

And then there is a consistent amount, as Mr. Lemos has said, there are subdivisions in here that have been platted. You can see the streets that delve into those agricultural lands --

MR. JONES: Right.

MR. GRAY: -- and patterns there for that down here.

MR. JONES: Right. And yes, I agree, Sunshine Hill and many of those -- I have been here over as a planner for 18-something years. Many of those things were unrecorded platted. Basically, they did not finish the platting process. That's why the lots are fairly large in nature.

There were -- there were some inconsistencies between the Future Land Use category -- I know Mr. Page knows this -- and the zoning category. That's why we had to come back,

and we had to fix -- put AG. If you have AG FLU, you should have AG zone. So we had to come back, and we had to try to come fix all of those inconsistencies so that we would not have that -- those problems in the future.

Again, that's why the Sector Plan was created so that we could -- so that we could keep the development where it needed to go and to protect the agrarian and rural lifestyles of those areas.

Furthermore, even in the analysis that staff has presented, it says that it does not allow for the establishment of new rural communities. If it is approved, you will be establishing a new designated area of RC. And that's what it says specifically.

So inside the Comprehensive Plan, it says that you will not -- and when you establish, that is what the Comprehensive Plan is. And I know Mr. Gray knows this. When you put new areas on the Future Land Use Map, that is a new area. Regardless if some existing things may be there, that is a new designated Future Land Use category that has been adopted. That was adopted and approved as part of our Comprehensive Plan.

MR. PAGE: Mr. Chairman, that's not the wording under 3.1.5. It says, "The establishment of new communities," period. We can dance all around it, but that's --

CHAIRMAN BRISKE: Right. Can we go down, bring the map down and to the west just a little bit?

UNKNOWN SPEAKER: So view things to the north more?

CHAIRMAN BRISKE: Yes. View to the north and west a little more. To the west as well. Okay. So that area directly to the west, is that Gibson Road?

MR. GRAY: I think that's a right-of-way. I think it's an easement, it looks like.

CHAIRMAN BRISKE: No. I mean, all the way over where you can seen there's some development right there. That's Gibson Road; correct?

MR. PAGE: No. Gibson -- Gibson is right at that intersection right there.

MR. GRAY: That's Gibson up there?

MR. PAGE: See the red line coming across? Right there, that is Gibson Road.

CHAIRMAN BRISKE: That's Gibson.

MR. PAGE: And that is the location to the

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water tower. Right there.
CHAIRMAN BRISKE: So that's residential but on larger parcels in that area.
MR. PAGE: Mr. Chairman, if I might ask, pan the aerial a little farther due north.
CHAIRMAN BRISKE: Okay.
MR. PAGE: A little farther to the west just a little bit, and now farther north. You see that road that is elliptical that comes around right there? That area, which is within -- they are in the Molino ZIP Code, that is Dogwood Park. And if you will zoom in very close, you will see that there are many, many lots in there that are one, two and three acres in size that are beyond and farther up Highway 97 than we are.
So the notion that these smaller lots are going to be a revelation in a negative way in this particular area, we would offer this as an example that that is not the case. That community has been there for years. It seems to be relatively harmonious. I don't see any particular difficulty. It gives the people in the north end of the county that can afford one, two or three acres an opportunity to live there and work in an agricultural area.

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CHAIRMAN BRISKE: Let me ask Mr. Lemos a question. You mentioned that to the north of 97 has typically been more agrarian. But it appears that it's just on either side of it, it's just the ones -- it's developed along the highway. That is where the development is occurring. It's not necessarily -- because I see a lot of open land over to the west here as well.
MR. LEMOS: Mr. Chairman, if you don't mind, can I ask to turn on the zoning layer of that map, please?
CHAIRMAN BRISKE: Uh-huh (affirmative expression).
MR. LEMOS: You can go ahead and zoom all the way out if you want to.
All right. So you can look north of that road and look at the large -- I mean, there is absolutely nothing but agricultural zoning all the way up pretty much to the Alabama border. Okay? So --
CHAIRMAN BRISKE: Okay. Let's understand what we are looking at here because it doesn't have any labels on it. What is the green?
MR. LEMOS: So you have rural mixed use to the north over there in that area that has been

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developed for a long time, as Mr. Page stated.
CHAIRMAN BRISKE: And, hypothetically, what the applicant is asking for is rural residential if this FLU is considered --
MR. LEMOS: Correct. Under the rezoning, that is what he's requesting.
CHAIRMAN BRISKE: Okay.
MR. LEMOS: So if you zoom out again, and I'm just trying to address your question. And I want you to move the current parcel you have highlighted as far up on the screen as you can. Again, I want to address this transitional aspect that we seem to avoid all the time.
When it comes to why put a subdivision out there in the middle of -- if you were to look at this map as a lay person, why -- I mean, in the middle of nowhere. That's basically what you are doing.
It is agricultural. The actual development -- move your mouse to the southeast of that. That's what -- all the way to southeast of 29, please. Just your mouse.
MR. JONES: Juan, Juan, I'm sorry. Give him the mic. Thank you, sir.
MR. LEMOS: Oh, I'm sorry. I thought I was

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loud enough.
Most of those parcels that you see to the southeast along 29, they are smaller. They are different zoning districts. That's what most of the people believe around there, either to support agricultural or work with agricultural activities. That's what currently has happened right along 29.
However, when I look at this map above the highway, all the way up towards the north part is all agricultural. It's been agricultural. It has always been agricultural. That's where the large tracts of land exist that have been commonly used for agricultural purposes in Escambia County.
So I completely agree with Mr. Page that there have been existing rural communities out there, but they are very clearly delineated. And at one point, the reason for that statement that is on the Comprehensive Plan is because, yes, we identified those rural communities are out there. We don't want you to put any more out there, because with the ones out there, it is plenty to support the development that is going on in order to support those agricultural activities.
MR. PYLE: What about McDavid or Century, if you are in the town of Century, if you will go back

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to Mr. Page's argument, I know we are talking sector versus -- I mean, look, if I were the owner, I would be if this works, I'm going to Beulah and handing out fliers. Come live up on bigger pieces of property; right?

And I understand what you are saying. I mean, it's a natural -- it seems like a natural migration for folks to go out this way.

MR. LEMOS: And I hear you. You are making my point, which is wonderful.

MR. PYLE: Right. So if you go up to Century, that would seem to contradict what you are saying. And/or Jay where they have communities with subdivisions there.

MR. LEMOS: Absolutely. So let's take what you just stated. Those are existing rural communities.

MR. PYLE: Uh-huh (affirmative expression).

MR. LEMOS: We not saying you can't build right next to rural community. We're not saying you cannot expand the rural community, but when you --

MR. PYLE: But you are stating that when we do this, we are opening Pandora's box to allow things that should not be allowed?

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MR. LEMOS: But you are purposefully doing 200 acres. We are not talking about five acres. We are not talking about two. Right now with the zoning and the future land use that he has on the parcels, on the created parcel, he can have -- on those 200 acres, he can have ten 20-parcel acres -- ten 20-parcels -- ten parcels of 20 acres each. That's what he can do with that.

He's asking for 38 parcels, so it's going to be a multitude of different parcel sizes on the subdivision.

So what kind of an agricultural benefit are we getting from creating this rural community? I mean, is it a rural community?

MR. PYLE: Well, that's the problem I have. We are now in the business of telling the farmers and the timber people where they can't -- what is good property and what is not. And I don't think that's our purview.

One of the things I kind of disagree, and Mr. Gray may address this. In the body of your statement, it says it will be automobile-based and not, I think that's kind of a misnomer because I think we do that in our subdivisions. If you're going to talk about planning, you're talking about

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a walkable, livable community, which is more like downtown.

I think anywhere on Nine Mile Road, everybody is going to be based in their cars. It's not -- I don't think it's the perfect scenario. It would be better to have Century and Beulah as a walkable, livable community. But, quite frankly, we're not there yet.

MR. LEMOS: Obviously. And I completely agree with you, sir. At what point do we start addressing these self-placed communities out in the middle of nowhere? Not only do you -- you have to get on the road to get in the car to go anywhere. I agree. A lot of these subdivisions we are building in the Beulah area are exactly the same way.

So we have the Sector Plan. I want to turn to the Sector Plan. Ms. Kayla, will you please turn to the Sector Plan layer?

MR. GRAY: Can I say something before we lose this area? Mr. Chairman, may I --

CHAIRMAN BRISKE: Yes, I would like to stay on this, too, right now.

MR. GRAY: Before we lose this area and what is expressed in front of us, so there is a

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phenomenon that is basically called the crossroads phenomenon. And it is at these crossroads that you can see on this map the little -- the rural residential -- awe, I was hoping we wouldn't do that. Can you kind of go back to where we were a second ago?

If you notice that at each point at which sort of a county road and a state road or a state road and a state road or a county road and a county road come together and meet or cross, you will see and you will notice that the rural residential and the rural mixed use is more prevalent.

So if you put your mind right there where your mouse just was, at rural mixed use down below, that is state road and state road. That is 29 and 97 is that intersection. And look at the clustering of rural mixed use and higher density that is occurring there.

The same thing occurs as you get in towards these agricultural lands, where two county roads meet or two county roads -- one terminates into another county road, you are finding that the crossroads' mixed use being a more likely scenario.

The thing that I think is an interesting phenomenon that is depicted on this map is that

division -- subdivision that we had looked at that was rural mixed use, that was at the midpoint of two crossroads. It's the midpoint of 97 and 29 and then whatever the smaller -- I don't know what that --

MR. PYLE: 97?

MR. GRAY: It's where 97 meet the other road. Do you know what it is?

MR. PYLE: Gibson Road?

MR. GRAY: Gibson Road? Is it Gibson? Well, it's almost a midpoint. And I have seen that one before, and I have done a lot of GIS and urban planning for rural communities, several rural communities in the Panhandle.

So that one is kind of a unique one. So I think it's odd that we would use it as an example of what to do when it seems to be the anomalous occurrence in this whole map.

You know, most of these things are occurring where two major roads hit each other. This is the same phenomenon of whistle stops on the railroad system in the United States. It's where things occur and collide where we usually find they cluster and develop where they don't anymore and sort of a uniformity. There is almost like a

monocrop of trees in this area where they are just doing silviculture. It just seems like the phenomenon doesn't exist in this area yet.

You can see it maybe one day happening. And Mr. Page may see it maybe one day, maybe that rural mixed use that is at the intersection of 97 and 29 may push upwards. But it sounds to me like we have a Comprehensive Plan, and it's asking for it not to.

CHAIRMAN BRISKE: Well, and that was what my question was going to be for Mr. Lemos was: If this parcel were directly to the south kind of in that -- go back -- directly in that triangular area right there below it. Okay? Still north of 97, but south of where the parcel is. Right? So just directly south.

MR. PYLE: South of 97; right?

CHAIRMAN BRISKE: No. South of this parcel but north of 97. Just right in there where that -- right in that area.

MR. RUSHING: There is a triangle -- there is a triangle right where your mouse is.

CHAIRMAN BRISKE: Right. Just directly below where the property is. If it were in that area, would it then meet the qualification because it's

right there near the rural mixed use and the RR?

MR. LEMOS: So you're asking for my --

CHAIRMAN BRISKE: Yes, I'm asking you.

MR. LEMOS: So I will say if it's immediately adjacent to an existing rural community, you're expanding the rural community. You're not creating a new rural community.

CHAIRMAN BRISKE: Okay. That's all I needed to know. Thank you.

MR. LEMOS: That's --

CHAIRMAN BRISKE: That's all I needed to know. Thank you.

MR. LEMOS: Before I sit down, if you will just expand out. I'm sorry, Ms. Kayla. I know we have moved you around a few times.

If you just turn the Sector Plan layer on. And I want to make my last point, and I want to be done with it. You may want to zoom out a little more. It takes a few seconds for this thing to catch up. Sometimes we put so much data in there.

And, Mr. Pyle, you made a great point. And Mr. Page also did. They are not in the Sector Plan. We got it. We see the map.

What we are saying is Beulah Road, south

of I-10, Nine, Ten, Ten and a Half Mile, we know that's where all the developments are occurring right now because of all of their external circumstances.

The sector plan right now should be all development boundary. That should be where we direct most of the increased development in Escambia County so that we can keep the orderly-fashion development that makes sense. We are already addressing the roads. The public is fully involved on the roads, stormwater management, on traffic.

The land uses have been specifically identified with a purpose of supporting adjust to housing ratio that makes sense to make the community livable.

CHAIRMAN BRISKE: The only problem with that argument that I have is that Molino was there even before Barrineau Park area was developed. Molino was developed along the river. It's been there as a logging port on the river for a very long time. And Barrineau Park didn't start developing until later.

MR. LEMOS: And, again, I hear you. I can look at the map, and I go there plenty of times.

The zoning allowed for that. These are -- these are not only zoned agricultural lands, it also has a future land use agriculture. I mean, we fought really hard with the D.E.O. because most of the Sector Plan was Agriculture Future Land Use, and that was one of the biggest problems we were having with the development or the developers or property owners of large land wanting to develop in the north part of the county, that they couldn't because that Future Land Use agriculture would prevent them from doing so.

So part of the deal we made with D.E.O. was let us do the Sector Plan. I'm kind of lecturing about that, to allow them to have those lower densities and more combined uses of the land than just agricultural land.

So there is -- from my personal opinion, there is the intent, and we have purposely identified that area of the Sector Plan to be the transition area of where all development should be going.

We pretty much -- on this one, we are completely skipping right over the whole sector plan into an area that, yes, it may have some smaller development mixed uses. But we have really

never identified the need from the planning side, from the logical planning side. We never really identified the need for subdivisions to be up there such as that.

And I will leave that at that.

MR. PAGE: Mr. Chairman, I would suggest -- excuse me -- if all of those concerns had made its way on to the paper, the Sector Plan would not have stopped at Barrineau Park Road. It would have gone up and included all of this area to regulate the type of development in a -- what was called a semirural area.

But, again, I will say the criteria for what they were looking for apparently caused the boundary line not to go that far north. The semirural area of the county is within the Sector Plan, and we are not in that. We are in the rural area.

And, Mr. Chairman, if I could ask to go back to the soils map that we had earlier. Just one more look at that, if we could. Well, go back to the aerial that you had up there just before you -- see this piece here southwest -- southeast rather of this particular site, there is prime farmland in this particular area. It's probably

one of the larger pieces being farmed, and that is prime farmland, and it is protected. I thought I would point that out. It did show up, Mr. Chairman.

Mr. Chairman, finally, we talked about silviculture and the need of growing trees, and is this area really being detrimental to trees. I would like to read a portion from the special warranty deed and ask that this be put into the public record. It's been recorded. And it happened in April of 2018. And it I identifies the agreements between the buyer, who is here, the owner, and the seller, which was a company that bought out all of the holdings for St. Regis a few years ago back called R.M.S.

And it reads as follows: And we are talking about, are they clearing the land up there or leaving anything? How are they leaving the property for this guy to develop it, so to speak?

"Grantor will reserve certain timber rights on portions of the property. On the map attached hereto containing approximately 174 acres, the grantor will do a residential harvest, leaving approximately 50 trees per acre."

So the smallest lot that is being offered

in this proposal before you this morning is four acres. So that particular four-acre lot, in all likelihood, is going to have 200 pine trees on it.

And, also, if you have the larger one of the 13-acre lot, you are going to have approximately 650 pine trees on your piece. But the entire 210-acre site should have 10,500 trees left on it after the harvest. And that is based on the agreement that has been signed. And I'm not sure -- counselor, if I could ask that this be entered into the record, please.

MR. INGWELL: I think it is Exhibit C in the packet.

MR. PAGE: And Mr. Chairman, concluding this particular area of our presentation, we talked a lot about how things are developing up in the north end, the sizes of the lots and how those are being handled.

And we do have another speaker to make a presentation to you, Mr. Steve Campbell, who is a realtor that specializes in just about anything north of Escambia County, and he's been at it for about eight or ten years. And he has some statistical information that would be very interesting to you, I would think, on the size, how

lots are being handled and conveyed, perhaps a word about some problems with family conveyance that Mr. Gray alluded to a little bit earlier.

So, Mr. Chairman, if I could call Mr. Campbell.

CHAIRMAN BRISKE: Sure.

Whereupon,

STEPHEN CAMPBELL

was called as a witness and testified as follows:

DIRECT EXAMINATION

BY MR. PAGE:

Q Mr. Campbell, could you give your name for the --

A Stephen Campbell, 4390 Blueberry Lane.

Q And you are employed as a?

A Sales associate.

Q As a realtor?

A With a realtor, yes, sir.

Q And your specialty is?

A Vacant land and homes on land.

Q And your area of concentration?

A The north end of the county.

Q The north end?

A Uh-huh (affirmative expression).

Q And you have some information to share

with the Board, please?

A I do. What I pulled real quick was just basically the last two years of sales, and I have copies for everyone. In the last two years, just vacant land, there were 43 parcels that were sold. Thirty-eight of those were less than 20 acres. Thirty-four were less than 12 acres. So that is the need right now is smaller pieces of land in Molino.

There are only 23 properties that are vacant right now on the MLS and seven are less than 20 acres. And the average days on the market is getting close to 550 or 600 days, which is in this market very long. Most of the --

MR. GRAY: Which type of parcel is this for long?

MR. CAMPBELL: The current active average of the vacant land. So anything that is active right now, average days on the market is about 582. And the reason being is because all of these smaller parcels have been picked over basically. I mean, they have been purchased and built on.

That's the need is -- even the individuals that are coming from the south end of the county where all of the growth is happening, they want to be back in the country. The country

is Molino. That the only area that is kind considered the country still. It used to be Beulah, not anymore, though.

So what we need is smaller lots. It's extremely hard to get financing, and it's very tough to finance and build on 20 acres. It limits it to such a small class of people where the people that are looking for smaller parcels are having to go to either to Santa Rosa County or Alabama. That is where they are at right now.

BY MR. PAGE:

Q Mr. Campbell, do you have any experience with the way some of these lots are winding up to be very small where a grandfather buys a hundred acres, and he has 25 grandchildren? Have you seen any trends in the north end of the county where a customer or a buyer eventually does get that one, two, three or four-acre parcel of property?

A Right. Any time you have a demand for property that is not available, the public is going to -- you will figure a way to create the lot you can afford.

So I have seen an up-tic in larger parcels being purchased with the sole intent of subdividing the family conveyance. And then we are left with the

issues -- basically, when they hit my desk down the road when they come back up for sale, there are access issues. You can't repair the houses. You can't get building permits. So it's just a kind of worst case, but it does happen.

These houses that are built on family land are lost. You know, they are foreclosed on. They are sold. So, eventually, it's kind of an ongoing problem that happens in isolated areas like this, really not even -- not so much even isolated. That's kind of the wrong term. Designated areas that conform were getting ahead of the issues. This is a way to deter the family conveyance to only the individuals that absolutely want to be on family land, not so much that just want to buy land, with the sole intent of using the loophole to subdivide it.

CHAIRMAN BRISKE: Thank you.

MR. PAGE: Thank you, Mr. Campbell.

Mr. Chairman, finally, before I would conclude, from the engineering perspective for this project, Mr. Tom Hammond, I would like to call him as a witness this morning.

CHAIRMAN BRISKE: Okay.

MR. PAGE: Mr. Chairman, we would ask that he be considered to be an expert witness. He's been

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before the body before.
CHAIRMAN BRISKE: Okay. Board members, Mr. Hammond has been qualified as an expert as an engineer before this Board. Do you have any questions concerning his qualifications or ability to do so?
MR. GRAY: No, Mr. Chairman.
CHAIRMAN BRISKE: Hearing none, the Chair will enter a motion to qualify him as an expert in this case.
MR. GRAY: So moved.
MR. RUSHING: Second.
CHAIRMAN BRISKE: A motion and a second. Any discussion?
(No response.)
CHAIRMAN BRISKE: All those in favor, say "aye."
MR. GRAY: Aye.
MR. PYLE: Aye.
MR. RUSHING: Aye.
MR. INGWELL: Aye.
MR. CLAY: Aye.
CHAIRMAN BRISKE: Opposed?
(No response.)
CHAIRMAN BRISKE: The motion carries.

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MR. HAMMOND: Tom Hammond, 3802 North "S" Street. I'll be the engineer of record. And I appreciate it, Mr. Chairman.
If they can zoom in on the parcel and show us -- turn on the contour layer. Okay. Pan down. Pan to the south a little bit. All right. Stop, please.
There is where your prime farmland is. When it's flat, that's your prime farmland. When it's not, you have highly erodable soils, which is what you got up there and why you have just a little bit.
MR. PYLE: Tighter lines?
CHAIRMAN BRISKE: Tighter lines?
MR. HAMMOND: Yes. So if you will notice, there is your prime farmland. Everywhere you go up there, you look out there, and you see flatland. You see cotton, and you see peanuts. When you see hilly land, you see timber.
Also, if you could turn -- you can turn that off and zoom out a hair and turn your future land use back on. There's the only thing keeping us from being joined to it, prime farmland. Our parcel would be right up next to it. If that wasn't farmland, it would be rural communities. It

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would be adjoining rural communities.
There has been a lot said about the Sector Plan, kind of making me, I about couldn't stand back there or sit there for long.
If you go in, I got it. Are you-all familiar with it? It's right here. It's 166 pages. If you go into it, and you go to conservation neighborhoods, that is the neighborhood that you can get the least amount of density. It's three dwelling units per net acre.
If you want to do -- right now we have 210 acres. The zoning that we already turned in applications for four units per acre, four dwelling units per acre. That would be 52.5 if they were all going to be four.
But if you wanted to do that in the Sector Plan, you would have to have 420 acres, because half of it, you have to put in open space. And not only do you have to put it in open space, it's not your open space.
So if you want to buy a piece of property, but you can't afford 20 acres, and you want to have some cows, or you want to have a couple of horses, you have to have two acres to have a horse. You can't go to Sector Plan, unless

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you do that, unless you buy 420 acres to do what they're doing.
You know what? I got the definition out for agriculture, and it talks about raising livestock. What these people are going to do on these proposed projects still can be agricultural. They done told you how many trees they're going to have on it. And they can have a couple of horses on it.
And another thing, you keep talking about it being urban, you want to see, urban is the roadway design cross-sections in this book because every one of them has curb and gutter and sidewalks and bike paths. Thirty-six feet of pavement, some of it.
A project like this uses 66 feet right-of-way with 24 feet asphalt, and the rest of it is the swell on the side. That is not urban development. And, therefore, this project and what we are proposing does not encourage or -- not discourage urban sprawl because this ain't urban sprawl. It's not my definition of urban sprawl.
As far as the roadway, it is a DOT roadway. It's not a county roadway. It's 24 feet of pavement, a five-foot lane on both sides,

five-foot shoulder on both sides. It shows up in your pictures.

The latest DOT numbers on it is 6,000 trips a day. I think you heard Mr. Forte say earlier the local road was three to five thousand trips a day. This roadway has way more level service than is needed for us to add 38 lots. The county couldn't stop us from tying into it because they don't regulate that roadway.

It would be real easy to get a driveway connection permit because I have a driveway connection permit two miles up the road for these same fellows when we did a bar pit last year.

I'll take any questions, but that pretty much covers what I had to say about it.

CHAIRMAN BRISKE: Thank you.

MR. PAGE: Thank you, Tom.

MR. CAMPBELL: Thank you.

CHAIRMAN BRISKE: Mr. Page, I was going to ask you, does the owner have mineral rights to the property when they purchased it from St. Regis? Is it St. Regis that was the owner?

MR. PAGE: I'm not sure if mineral rights were reserved or not. If mineral rights had been reserved --

MR. MILLER: Anyone -- the way the deed reads -- you want me to go up there? Any mineral rights --

CHAIRMAN BRISKE: Let's have your name and address for the record, please.

MR. MILLER: Eli Miller, 3980 Highway 97, Molino, Florida.

The question, though, mineral rights, any mineral rights that were conveyed throughout the years in the deeded process would have been conveyed to us. Now that historical data goes back so far that it was not researched any further. We were not interested in the mineral rights and did not -- we didn't research it to that fullest extent back to, I guess, the beginning of recording.

CHAIRMAN BRISKE: Thank you.

MR. PAGE: Mr. Chairman, to summarize, as we try to effectively show by information that we passed out, this is an existing rural community. It's not a new community.

The Sector Plan, the staff's own definition of it was that it applies to semirural areas. The semirural area, I have said before, apparently stops at Barrineau Park Road a couple of miles south of this. So we consider ourselves to

be rural.

We consider that this is not a spot zoning by definition. It says, zoning applied to an area of land regardless of the size. That is different.

And, Mr. Chairman, the Land Development Code does not define different, but that definition turns on that word. And if you look that definition up, Merriam Webster says that it is -- I have community there. I thought I had a definition of zoning.

But the word "different" indicates that there are no prevailing activities within one that would be consistent with the other. We don't think that is the case.

We think that what is being offered in the request that we have offers single-family residential. You can do that in any of those categories in the north end, so it's not different than anything that is adjacent to the property surrounding it.

It also offers the opportunity to do agricultural uses, which again, is consistent with the zoning categories all the way around it. So we don't feel, Mr. Chairman, based upon the definition

of spot zoning and different that we're creating any type of spot zoning scenario at this particular location.

We think that the compatibility issues regarding ag and rural residential, there are areas up there right now we saw on the aerial a littler earlier where you move up just north of this, and you have the same categories that we are asking for that is bounded by other categories that are similar to what we are asking for.

So it's not anything new, and we can show those examples of being areas that have been compatible with those different zoning categories for years.

And we have also established as best we could, Mr. Chairman, that this is not prime farmland.

So, Mr. Chairman, with those remarks, we would conclude and ask the Board's favorable consideration to grant the request for the application.

CHAIRMAN BRISKE: Okay. Thank you.

Questions?

MR. INGWELL: Mr. Page, I have a question on the ownership. On the letter submitted by the

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water utility --
MR. PAGE: Yes, sir.
MR. INGWELL: -- there was a name listed on there that I think wasn't consistent with the name used on the application just for clarification.
MR. PAGE: There is a name missing on the water letter?
MR. INGWELL: It was an owner. There was a different owner listed on the letter submitted by the water utility.
MR. PAGE: I think it may have been a representative.
MR. INGWELL: Just to clarify, I think it was a construction company.
MR. PAGE: I did not catch that. The request was for the capacity and volume of water for that particular location, not necessarily the owner.
MR. INGWELL: Okay. Owned by J. Miller Construction up on the board.
MR. PAGE: I didn't see that.
MR. PYLE: At the bottom paragraph, the only paragraph there.
MR. PAGE: Owned by J. Miller, that's Mr. Miller that just spoke.
MR. INGWELL: Okay. I was looking up the

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application, and it looked like there was a different entity than was the owner. Maybe it's one in the same. I just wanted clarification.
MR. PAGE: It is all one in the same.
CHAIRMAN BRISKE: Can we go back to the map that you had up before you brought this letter up? I know Mr. Lemos has been very passionate about his comments on this. I just want to make sure I understand.
So if I can summarize, you're considering a new community, if it doesn't border this existing future land use area, the dark green. However, we're corner to corner. I think you testified if it would be south of it, it would just be an expansion of an existing community, but because we're a little north of it, and the corners only touch, that's a new community; is that --
MR. LEMOS: Mr. Chairman, just so we understand where all of these rural community designations came. This was way before my time. There were actually rural community designations under the Future Land Use before.
So all I can gather, because I wasn't here when they did this, all I can gather from the language that I am provided with to make the

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analysis of any request on the Sector -- on the Sector Plan -- under the Comprehensive Plan is that they didn't want any more of these rural communities created in the north part of the county, period, or anywhere in Escambia County for that matter just because of the language they have in the Comprehensive Plan. No new rural communities will be allowed. Discouraged, that's basically what the language says.
So these existing rural communities that were there at one point, however they got there, they were there. So if you are asking me, you know, if you move that over here, and it's adjacent to it, well, yes, I mean, if you are asking me that, if it's next -- if you are saying I'm going to expand the parking lot across to the street right there next to that parcel, then I'm going to say, yes, it's adjacent to it.
Yes, you're not creating a new one. You're just making the parking lot bigger. So, yes. Geographically speaking, if it was right next to it, you're just expanding the existing rural community.
CHAIRMAN BRISKE: Okay. So maybe I'm just thinking of this wrong. This whole area is

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considering a rural community? All of the Molino area is considered the rural community; right?
MR. LEMOS: Yes. Yes.
CHAIRMAN BRISKE: And so a rural community can include infrastructure and shops -- shopping, restaurants, things like that. There is not a lot of that, but there is in that area.
So we're not establishing that in a new area. It's basically adjacent to what is already there; correct?
MR. PAGE: Right.
MR. LEMOS: I'm going to let him answer that.
MR. JONES: Let me -- let me clarify some things.
The existing future land use category on the book is AG. It's agriculture. The existing zoning -- the existing zoning is agriculture. That dark green area is -- is RC. That was one of those activity areas. We had like over 33 of them way back then.
So, therefore, in the Comprehensive Plan, it stated that no new existing rural communities would be established. So based upon the map as is, if this is granted, they have to tell us if this is approved, there will be a new AG -- there will be a

new RC designation on our Future Land Use Map. It will not be expanded. It will be a new one that is established because of that activity area. Now, the RC is already well established in our map, in the Future Land Use Map. They are actually making a request from AG to RC.

So that's why, again, I repeated myself very quickly. The RC is not an expansion. It will be designating a new future land use category of RC that has to be approved by the Board, as well as blessed and approved by D.E.O.

MR. PAGE: But the location of it, Mr. Chairman, would be in a rural existing community.

MR. LEMOS: I'm sorry. But I would have to disagree with that. The rural community is already clearly designated RC. If you put in something that is not next to it, or you're not expanding, you're creating a new separate, individual rural community.

It's going to be spot on the map if that's the way you want to look at it.

CHAIRMAN BRISKE: Well, the way Horace explained it makes it clearer for me. In my mind when I'm thinking of a rural community, I'm

thinking of that whole area that people live in --

MR. JONES: Yes.

CHAIRMAN BRISKE: -- that's considered a rural community to me.

MR. JONES: You could say that, yes.

CHAIRMAN BRISKE: You're saying there is a technical boundary --

MR. JONES: Yes.

CHAIRMAN BRISKE: -- that is in place at this point?

MR. JONES: Yes. You got it.

CHAIRMAN BRISKE: And by expanding it, you're creating a new one.

MR. JONES: You got it, Mr. Briske.

CHAIRMAN BRISKE: Okay. That makes more sense, because I was going to say, you cannot say this whole area is not part of the Molino community, a rural community because it is.

MR. JONES: Yes.

CHAIRMAN BRISKE: But there is a technical boundary already in place?

MR. JONES: Yes, sir. Yes, sir.

MR. GRAY: Further, Mr. Chair, we do -- we do consider this -- so the corner to corner touch, it has always been frowned upon no matter what the

agency was called, DEO or DCO. It doesn't matter. But, technically, it's a checkers jump. You know what I'm saying? It's a hopscotch jump. And it's not technically an adjacent -- you know what I'm saying?

It's -- if this were -- let's say we were trying to make this red square -- let's say Molino was an incorporated area. And if we were to make that jump, we would have to find more connective tissue than we have present today.

It would need some more connective -- we would have to annex to the left of that dark green at least an acre or something, 20 feet. So then you make connective tissue jump across that right-of-way.

So in other words, that's the way -- it's a checkers jump. If you understood the phrase I'm making to you, it's a hot jump or something like that. There's a term for it. I don't remember what. If anyone wants to save me, please do. But there's a term for it, and it's not technically adjacent. There is no connective tissue for the two seemingly adjacent --

CHAIRMAN BRISKE: I think the way Horace explained it made it a lot clearer in my mind --

MR. GRAY: I apologize.

CHAIRMAN BRISKE: -- because we were interchanging the term "rural community" with a technical boundary. And I see the two as different.

The whole area up there is rural community. But the technical boundary of the map is what we're really debating.

MR. JONES: Absolutely.

CHAIRMAN BRISKE: We are not debating that that is part of the Molino community because it is. It's only less than a mile or two from the school. So it's part of the community, but it's not part of the technical boundary --

MR. JONES: The official map.

CHAIRMAN BRISKE: -- that was already in there. That makes it a whole lot clearer. Okay.

MR. PAGE: And, Mr. Chairman, the little square of RC that we have heard discussed, that does not define a rural community as you have just said. Those can be created on any configuration and just stuck on a map in a particular location.

Is that what creates a new community simply because you got a rezoning off of Highway 29, maybe north of Highway 97? If that were the

particular case, I don't think we would be getting very far.

But, again, we maintain that we are in compliance with 3.1.5 as it is stated in the Land Development Code, not with the additional information that is provided about how sides are touching or not.

So, Mr. Chairman, we, again, would ask for favorable consideration.

MR. JONES: And I do want to be clear. This is the Future Land Use. This Comprehensive Plan is what we're talking about, the Future Land Use Map. This has got to be approved first or recommended for approval. And right now staff is still -- based upon this document, not maybe, not what is on the ground, not maybe what it may need to be or perhaps, but what this document says. This is what we have to go by. And this is what DEO is going to go by, this document. So that's what we are based upon.

Now, the rezoning case, if it is approved, it will come, but this is what we are addressing, our Comprehensive Management Plan 2030.

CHAIRMAN BRISKE: We do have a couple of individuals that have signed up to speak in

addition to the witnesses.

LaDana Robinson. Hello. If you would state your name and address for the record, please.

SPEAKER LaDANA ROBINSON: My name is LaDana Robinson. I live at 1410 Highway 97. If you could pull your map up, I would like to show you exactly where I live.

CHAIRMAN BRISKE: Okay.

SPEAKER LaDANA ROBINSON: You're going to have to get it right on the green where their land is at. Could you get it where you had the vehicle, the vehicle at? I live -- I'm the person that lives right here. Do you see where Sunshine Hill Road comes out? I live right there. I'm the person that lives in that little bitty corner. I live closest to the land than anybody you're going to meet today, or ever. So that's me.

So I wanted to tell you a few facts that I do know about the land. And I grew up down here -- down there. I'm a little nervous because I have never done this before. But Champion has owned the land as long as I have known. And it has always been trees grown on the land and sold for timber.

And since Mr. Miller and them have bought

it, they have cleared out most of the land. They say that they left however many, you know, 50 per acre or whatever. Their 50 are like this. You can go over here, and I can see you perfectly clear through it.

There is no community there like where they are saying they are a rural community. There is no community there. On the other side of there 200 acres is a dirt pit that they are by, that they own, so if you want to know about the mineral rights, I am sure they already know because they own the dirt pit right there beside the land that they bought.

Also, I wanted to touch a little bit about the school system. There is a Molino Park school there, right there, but that goes only to the fifth grade. So then now -- then you would have to go to the middle school which includes Ernest Ward Middle School, which includes Walnut Hill, Molino and Century kids and Bratt.

And then high school would be the same. You got Walnut Hill, Century, Bratt and Molino kids all combined and together.

And from my house, it's 21 -- I wrote it down. It's 21.6 miles to Northview High School.

And then like I said, I bump directly up to their land. There is no one closer than myself.

And they are saying that they want to change our land from agricultural to this rural, and my land is agriculture. I live on -- my land is still agriculture.

My thing about this is I do live on Highway 97, and they say 6,000 cars go down that road a day. I would beg to differ, that there is 20,000 cars that go down that road a day. That casino gets a lot of traffic back and forth, up and down, everything like that.

I'm scared already of the adjacency of Sunshine Hill Road and my road -- excuse me -- of 97 because I'm scared of an accident. From where I live to about maybe a mile and a half, the speed limit changes four times, 45, 50, 55, 50, because it says the hill blocks your view.

I'm sorry.

CHAIRMAN BRISKE: You can finish your comments.

SPEAKER LaDANA ROBINSON: I would just like to tell you that no one follows that. I have called the State to complain about that. They don't -- they haven't done anything about it. We don't

really get state troopers or the county or anybody working the roads as far as the law.

We have bad washouts. My road, the State road is about this deep off where you can see the gravel, this very low-lying area. I just -- I don't believe that he should sell our country. That's our community. You know, he lives on the same road that I do. Sell your -- you know, sell your land off like that and let them build next door to you.

That's all I have to say. Thank you.

CHAIRMAN BRISKE: All right. Thank you.

Cynthia Cole.

SPEAKER CYNTHIA COLE: My name is Cynthia Cole. I live at 3101 Highway 97, Molino, Florida. Excuse me. I thank you for the opportunity to speak. I would just like to touch on --

CHAIRMAN BRISKE: Ma'am, if you could pull the microphone just a little closer to you because you're soft spoken.

SPEAKER CYNTHIA COLE: Well, I'm not soft spoken. It's just my voice.

CHAIRMAN BRISKE: That's all right.

SPEAKER CYNTHIA COLE: And I'm nervous, because last time, I was like this, and I didn't

get to speak. And now I'm too nervous to speak.

Okay. My concern is the traffic, the hills. I mean, not just the traffic. It's the property in question, and they talk about the property being hilly. It's not exactly hilly. The road is. The property meets the road, but the property itself runs straight.

When it comes out to the road, the highway is actually dangerous. It's all hilly through there. When it comes out, when you level it out, it's fine. These guys know. They travel it as much as I do. I have lived up there 30-plus years.

My mom, where she's living, LaDana, that's my mom's place. I live up in Dogwood Park. Where they talk about the little neighborhood mall, it's growing. It's not growing as fast. It grows here and there.

But as far as future growth in Molino, I'm not against it, but I'm against big growth because we don't need that. We can have growth, but we don't need big, big growth. We need our farming. We need places where people can have ranches, like farms, horses, cattle, stuff like that.

We don't need four or five houses on one acre. We don't need that because we cannot have that on such a dangerous road. We have had fatalities right in there. I have had people knock my mom's car up into their fence right there. We have had people killed right there where Sunshine Hill Road comes into 97.

If you can see the street view, there are signs right there that have the reflectors and all right there. We asked to put a guardrail up there because it goes right into the bedroom where they live. They won't do that. But I mean, the cars come off there skidding into their driveway.

Right there where the Millers -- excuse me -- Mr. Miller had their property starting, where the signs are posted, the county posted for the hearing today, people have ran off the road, ran over those signs several times. My son has actually got out there and posted the signs up again.

They come off of Sunshine Hill Road flying between where the property starts and the other end where the people were talking about the road. Sunshine Hill Road comes out there, and Gibson Road comes out the other. That's the only

two roads between there and there, and the road is super dangerous. It's all hilly.

MR. GRAY: Mr. Chair, before we lose you. You don't live at Sunshine Hill and 97? You don't live there? Your mother lives there now?

SPEAKER CYNTHIA COLE: No. My mother has passed away. I own that property.

MR. GRAY: You own it, but you actually live at that development that we had spoken about before up the road?

SPEAKER CYNTHIA COLE: Dogwood Park.

My son lives there now.

MR. GRAY: I got it.

Would you consider Sunshine Hill Road a major road?

SPEAKER CYNTHIA COLE: Oh, yes. There's a lot of traffic off of Sunshine Hill Road. It comes -- because they come from behind the Tom Thumb, 97 and --

MR. PYLE: 29?

MR. GRAY: 29.

SPEAKER CYNTHIA COLE: 29. Excuse me. That's where a lot of traffic comes.

MR. GRAY: And Sunshine Hill Road goes east/west on the bottom of this parcel. I can get

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a nod if that's yes. Does Sunshine Hill connect from the intersection of 97 clear through --

SPEAKER CYNTHIA COLE: Uh-huh (affirmative expression).

MR. GRAY: -- to the east where 29 is?

SPEAKER CYNTHIA COLE: There is a lot of -- they have had a lot of building up in there.

MR. GRAY: It looks to me like the road is not there.

CHAIRMAN BRISKE: It doesn't go that way.

MR. GRAY: It doesn't go that way.

CHAIRMAN BRISKE: It stops at 97.

UNKNOWN SPEAKER: There's a ball field.

SPEAKER CYNTHIA COLE: It stops at 97. They have had some building up through there.

MR. GRAY: Those are my questions. I do appreciate you helping me get oriented.

SPEAKER CYNTHIA COLE: Yes. And the schools and stuff, they do have -- the schools are growing up there. I mean, they don't have a lot of teachers. I mean, the traffic has gotten really bad. I mean, there is just -- there is just a whole lot of stuff that needs to be done up there.

MR. GRAY: I got you. Thank you.

CHAIRMAN BRISKE: Thank you so much.

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SPEAKER CYNTHIA COLE: You did a real good job, too.

CHAIRMAN BRISKE: Mr. Miller, I know you already spoke when Mr. Page was questioning you. Did you wish to speak as a member of the public on the property?

MR. MILLER: I would like a few closing comments.

CHAIRMAN BRISKE: Okay.

SPEAKER THERESA BLACKWELL: I meant to speak if you still have more speakers.

CHAIRMAN BRISKE: I'm sorry?

SPEAKER THERESA BLACKWELL: You still have more speakers. Are you talking about closing it?

CHAIRMAN BRISKE: No.

SPEAKER THERESA BLACKWELL: Oh, okay.

CHAIRMAN BRISKE: I don't have a request for you to speak on this one, I don't believe.

SPEAKER THERESA BLACKWELL: I turned mine in.

CHAIRMAN BRISKE: We didn't get to Ms. Blackwell. She might have stepped out. Okay. I have it, Ms. Blackwell.

SPEAKER THERESA BLACKWELL: Okay.

CHAIRMAN BRISKE: Go ahead, Mr. Miller.

MR. MILLER: Eli Miller, 3980 Highway 97,

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Molino, Florida.

Just a few quick comments, especially for some of my neighbors that I live with up there.

It is not our intention and never has been our intention to high density develop this property. We are simply looking for an opportunity to provide smaller agricultural properties for the community.

There were some that you noticed off of Sunshine Hill Road there that sold out very rapidly once the economy turned back around. At every one of those locations, they have a horse. They have a cow. They have chickens. And we are at loss of places where people can have that type of activity in Escambia County. especially with the sprawl in Beulah.

It's our intention to promote agriculture on these lots. You will notice by the size of the lots, four acres is the smallest up to 12 acres. It is our intention for someone to have a cow or someone's kid to be able to raise their 4-H project on a piece of property that most of the property in Escambia County does not allow for that.

However, these families can't afford 20 acres. They can't take care of 20 acres. So that

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is the pure idea behind this is that there is a need for that. There is a want for that.

As Mr. Campbell spoke earlier, the inventory is very low. There are parcels, three of four out there, that have been on the market for over 500 days. That tells you there is something wrong with those parcels. That's why they haven't sold. Because if a nice four or five-acre parcel pops up in Molino, it lasts all of about seven days, and it's gone.

The high need for that, people are trying to get out of Beulah, to get out of the traffic, and we have not afforded any opportunity for that.

I keep hearing about the Sector Plan. It just so happens that I don't own property in the Sector Plan. And it just so happens that nothing is happening in the Sector Plan of this nature. And as Mr. Hammond spoke, it's a very cumbersome situation to do anything in there at a much higher density than what we are trying to do.

We're trying to promote a rural lifestyle in a rural community is simply what we are trying to do. We are not trying to run anyone out. We are not trying to cause any problems. We are trying to expound upon our rural community.

If we were trying to do different, we would be asking for a higher density. It just so happens this is the next lowest density we can go from agriculture.

And in 3.1.5 -- excuse me. I apologize. 3.2.3 states that the primary intent of a rural residential district is to provide for residential development at a greater density than agricultural districts on soils least valuable for agricultural production but continue to support small-scale farming on more productive lands. That's the very definition from the cold. And that is exactly what we are trying to accomplish. Nothing more, nothing less.

I have lived right there in that community my entire life, and I wouldn't do anything to jeopardize the community or the citizens that I go to church with, play ball with, eat at the restaurant with. This is a very responsible development that we are looking to do and a need in our community.

Thank you.

CHAIRMAN BRISKE: Thank you, Mr. Miller.

Ms. Jacquelyn Rogers.

SPEAKER JACQUELINE ROGERS: Good morning,

Jacqueline Rogers, 1420 Ridge Way, Cantonment.

Just to point out that timberlands deed thing that he wanted to point out shows that it was -- because it was reserved for timberlands, that it is timberlands, and it's valuable because the guy who sold the property wanted to reserve it.

But to my points in general, this is a Future Land Use Amendment, and Future Land Use Map Amendments, I think the staff did a good job as far as covering what the County Comprehensive Plan said here.

But there are also Florida Statutes that I think that you guys aren't thinking about, Florida Statute 163.3177(6)(a). And then there are different parts that I'm going to address here.

But I think maybe the word -- what one planner told me, Mr. Gray, was a disconnected area. I don't know if that is the term you were looking for. But this is definitely a disconnected development from the other areas.

The land around it -- you saw the map -- is all Agricultural Future Land Use. And in your -- in the statutes, it says that when you passed the Future Land Use Map in 2010, this is what you said you were going to do. This was your contract

with the State. You said, this is where we are going to put growth.

You put the Sector Plan down there, and the only reason why the Sector Plan is relevant is because that shows that we took agricultural lands in the Sector Plan and said -- and I think he tried to allude to this. We are going to exchange those agricultural lands, but we're going to preserve them north of that.

So there is housing. And it says in here that any type of amendment to a future -- to your Comprehensive Plan, there has to be studies. It says, the Future Land Use Plan Amendment shall be based upon surveys, studies and data regarding the area as applicable. And this is in (6)(a)2. And it talks about the amount of land required to accommodate anticipated growth.

There is housing already designated in the Sector Plan. Whether it's being developed or not, you're disincentivizing it to be developed if you allow housing and things to go on top of that or north of that.

You also -- when we are talking about discouraging sprawl, we're saying the primary indicators of a plan, and this is in (9)(a) of that

same part of the Florida Statutes.

"The primary indicators of a plan or a plan amendment does not discourage the proliferations of urban sprawl." When you're promoting, allowing or designating significant amounts of urban development to occur in the rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

You have the Sector Plan. That is available for development. So to change this, it also does not discourage urban sprawl, number five. "Fails to adequately protect adjacent agricultural land."

And it talks about silviculture is separate from prime farmland. So to argue that this is not prime farmland, it is, obviously, prime silviculture land because that is why they retained the right.

I have so more that I could say, but this is a Future Land Use Map Amendment. And everything surrounding it is Future Land Use of agricultural. So this would not be consistent. And I think it could be easily challenged with the Department of Economic Opportunity.

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CHAIRMAN BRISKE: Thank you, Ms. Rogers.
Ms. Blackwell.
SPEAKER THERESA BLACKWELL: Theresa Blackwell, 9535 Tower Ridge Road.
What she said and also what Mr. Jones said and what Juan Lemos said, just listen to what they have said, and I don't need to say anything else.
But, basically, keep the residential developments south of the Highway 97 in that area where our Comprehensive Plan says it should be, in an already existing rural community Future Land Use areas.
Preserve our silviculture land while avoiding the economic folly of bringing development out to where it will contribute to sprawl. No, it's not in the city. That's the problem. It should be in the city. It's outside of the city.
So -- and one question I would ask, who is going to pay for the maintaining of those roads later? That's going to be a county expense. I didn't hear them say we will maintain those roads within the subdivision for perpetuity. Maybe that's the case. I don't know.
I agree whole heartedly with staff

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analysis for this request and could not say it better.
Now, the off-quoted FLU 3.1.5, new rural communities, it does not say this just applies to the Sector Plan. This is the Comprehensive Plan for the entire county. It says, "To protect silviculture, agriculture and agricultural-related activities Escambia County will not support the establishment of new rural communities." That means changing the FLU to rural communities, which is what they are asking us to do today.
A subdivision with large lots, they're saying we're encouraging agriculture? We're going to tell them they have to keep their trees? They will own that property. Who says they are going to have chickens or cows or, you know, whether they will eventually want to clear those trees. That is not silviculture. You know, that's a subdivision.
And -- well, we have discussed that rural community. But this is not a rural community. This is trees. This is agriculture.
And some of the testimony, we think it is 95 percent non-prime. You know, what kind of measurement is that?
That is really about all I have to say

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other than just staff is completely against this. Our Comprehensive Plan clearly says that we should not be changing any FLU to RC in the future. So I can't see how you could possibly vote to do that.
Thank you.
CHAIRMAN BRISKE: Thank you.
Can we bring up that portion of the Comprehensive Plan that addresses this just so that the board members can read it themselves? We have had several folks --
SPEAKER THERESA BLACKWELL: One last thing. Whatever the slope of that road is next to the road, it clearly has trees planted on it. So for silviculture, it works. We are not trying to grow corn there.
Thank you.
CHAIRMAN BRISKE: Okay. We're going to be getting kicked out of the room here in just a few minutes. But I would like to bring up that information.
Yes, sir. Did you wish to address the Board as well?
MR. GILMORE: I do.
CHAIRMAN BRISKE: I didn't know if you were just one of Mr. Page's --

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MR. GILMORE: Yes. No, no.
CHAIRMAN BRISKE: Okay.
MR. PYLE: I just find it interesting that the folks that are in the Beulah area where I would think this was Beulah 20 years ago there, I just find it ironic that the folks against -- it it's interesting to me that they don't want this type of development --
MR. GILMORE: Right.
MR. PYLE: -- four to 12-acre sites. I'm just -- again, I find it very interesting.
SPEAKER THERESA BLACKWELL: No. Well, I want to answer for Beulah. Yes, I think it's too bad we didn't protect Beulah back then. That's what I'm trying to do per Molino.
CHAIRMAN BRISKE: Okay. Mr. Jacob -- I mean, Mr. Gilmore.
MR. GILMORE: My name is Jacob Gilmore, and my home address is 8284 Gibson Road, Molino. And I wanted to come today to share with you my views concerning the possibility of rezoning of the property on Highway 97 owned by Bluewater Creek Estates.
I'm the owner, along with my parents, of Gizmo Angus Farm, a large registered cow-calf

operation in Molino. I am a past board member of the Escambia County Soil and Water Conservation Board, and I was on the State -- the State Farm Bureau Federation, Young Farmers & Ranchers Leadership Team. I currently sit on the board of the Gulf Coast Agricultural and Natural Resource Youth Organization and the Escambia 4-H Foundation, and I'm on the Rules Committee for the Pensacola Interstate Fair Livestock Show.

I would like to tell you the two reasons I'm in favor -- in favor of this development.

First, Escambia County needs more midsize parcels that support small-scale livestock projects. There is a trend of people that are looking for small acreage that can't afford 20 acres.

I have talked with numerous people that are looking to move to Molino so their kids could have a horse or even a show steer. Being involved firsthand with these livestock shows in our community, I have seen the rise in the number of youth that are involved. And I also see the number of kids that would love to participate in these types of projects, but there aren't enough small-acreage developments in Escambia County.

I understand this from personal experience. Back when I was looking for my first house, I wanted a little land. I could not find anything. Finally, I came across ten acres, an estate. And they were able to split it, so I was able to get five acres.

I got married, and it was time to move, and me and my wife looked for another five acres. We couldn't find anything in Molino. The only thing in Molino about ten years ago was the property on Sunshine Hill. And at the time the developer was only wanting to sell ten-acre parcels.

We built the house -- we decided to split my five acres and built there. A few months after we built our house, the developer that had the ten-acre parcels realized that people couldn't afford those ten-acre parcels. So he split to five acres, and they started selling like hotcakes.

So, secondly, after reviewing the on-line documents in detail of the rezoning, I noticed a couple of major things that stuck out. The first was the subject property has isolated small pockets of suitable farmland with U.S.D.A. prime soils, which make it unsuitable for row cropping.

When you drive by the subject property on Highway 97, you can't help to notice the amount of slope on the property, making it highly erodable.

In summary, I hope this review board will accept the project in some commence sense and fully support the rezoning of the property because of the fore-nature of this for any production, row cropping, due to soil types, erosion issues, and above all, Escambia County needs more smaller parcels that people can afford to allow for small-scale livestock projects.

Thank you.

CHAIRMAN BRISKE: Thank you, Mr. Gilmore.

Is there anyone else who has not already spoken that wishes to speak on this matter?

(No response.)

CHAIRMAN BRISKE: Okay. We will hereby close the public comment portion.

One, I'm reading the new rural communities wording here. It says, "will not support the establishment of new rural communities."

Is there wording in the current Comprehensive Plan that talks about the expansion of rural communities? Is there any wording at all

about expansion, or is there any wording at all that limits the expansion, saying that this is your map, and you have to live with it from now until forever?

MR. LEMOS: I will have to do some research. Are you saying specific language in the Comprehensive Plan that addresses expanding an existing rural community?

CHAIRMAN BRISKE: Well, I mean, that's what I'm getting at. I want to see what it exactly says about expanding the rural community because this is talking about establishing a new rural community, and I understand that anything outside of the map is considered.

But where does it say that it's considered a new community and not an expansion of the existing community? That's what I'm trying to get to.

MR. LEMOS: Yes. Again, I don't -- I couldn't tell you right off the bat, unless you let me do some research. I don't know that I can answer that question.

CHAIRMAN BRISKE: Okay. Because, I mean, if it were very clear in here, and it says you're not to expand these areas, that would be proof that it

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shouldn't be expanded, but right now we are saying establishing a new one, and I think some folks may be wrestling with that.

Mr. Gray, did you have something you wanted to say?

MR. GRAY: Mr. Chair, you asked a question about the FLUM. You asked a question about the FLUM. Does the FLUM say from now on here forth shall no one ever make a change to the FLUM?

My experience is that we use comprehensive plans and FLUMs as living and breathing documents that capture the vision and the goal of the community at the time which they are made.

And they don't necessarily have to go to 2075 or 2035 or 2025, but the purpose of them is to say, hey, guys, this is our goal. This is what we are going to work towards from here until we redraft the goals.

CHAIRMAN BRISKE: Right.

MR. GRAY: So when we get a FLUM out there, and we adopt it, we are telling everybody -- we are broadcasting the information to any and all, to include the people that bought this property, that today our goal is, or 2010 or 2013, our goal is to

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keep this stuff ag, and that's our goal. And, furthermore, we have a policy that says we are not going to be expanding anything new in this area.

CHAIRMAN BRISKE: But --

MR. GRAY: Further, we have an area where we want you to bring it. So we are going to incentivize that you bring it here. Bring it into this area. Don't expand your urban sprawl in this area. It doesn't say we are going to make this area urban. The urban force is an outward force, you know.

CHAIRMAN BRISKE: And I'll agree with everything you said, except for one thing. You said "expand." This says "creating new." This says "creating," so --

MR. GRAY: Oh, yes. And, again, I feel like we're talking about a word here. And you know what? I guarantee you, they didn't think about this word. But watch, if any of these staffers are still here the day we write our new Comp Plan and we adopt our new FLUM, I guarantee you the word "expand" because you have taught them -- you have shown them a hole in this castle that soldiers can get in, so -- or maybe there's not a hole in the castle. Maybe it's just your interpretation of it.

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But the fact is that they have built themselves a fortress around the goals which they have, the community has, and they do the best job they can. And you write it with as few words as possible, and you try to be not so lengthy and verbose when you write a comp plan. And the goal is to do what you can do the best.

And if we haven't said the word "expand," then we didn't think about the word "expand." We didn't think today would happen.

But the fact is -- but the fact is they did write the plan, and the plan did say something about it, and it was pretty concise, and that's just what it is. But it didn't hit every single cylinder, obviously.

Okay. I'm done here.

MR. INGWELL: It's to provide expectations, too, for property owners. So what can they expect? If you're in agriculture, you expect the guy next to you to be in agriculture as well.

And for expansion, we're allowing this expansion or up-zoning or whatever because we're allowing it.

So to me, it comes down to expectations, and the property owners have certain expectations

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when they are zoned a certain way.

That is all I have.

MR. PYLE: I also -- but I think then the premise that if we defend these -- the semantics of the Sector Plan, that we are somehow going to avoid the problems we have in Beulah by protecting this, I think that's erroneous at best.

I think that a lot of the verbiage is about an urban walkable, livable, and we are trying to apply that to places. I mean, is there not a gap between --

MR. GRAY: Yeah.

MR. PYLE: -- a four-acre parcel and a 20-acre parcel? So you can't --

MR. GRAY: There is rural walkable, though, and there is suburban walkable. Not every walkable is Palafox Street, guys. Not every walkable complete area is Palafox. You know what I'm saying? There is walkable. And it's the way you connect everything. There is a way to mitigate the lack of walkability in a rural area.

MR. PYLE: I agree, but we can't do it from one subdivision to the next because we have isolated ourselves from this world because we didn't plan. I agree with that.

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But what I'm trying to figure out is -- their point that they want to protect this to avoid Molino going through the pains that Beulah is suffering now is kind of the intention of what I'm getting.

And I see that -- I don't find that as an A plus B equals C. I just don't see it because there is such a gap. I'm not -- I get your opinion. We got it. I mean, we are having a hard time here.

SPEAKER THERESA BLACKWELL: That's not all of it. I mean, they do have a plan. There is a plan.

CHAIRMAN BRISKE: Ms. Blackwell, I'm sorry, but we're going to have --

SPEAKER THERESA BLACKWELL: There is a plan.

MR. PYLE: The debate is the plan -- we're talking about new development versus -- obviously, we are struggling with that, because in your opinion, it's one way, and his may be another but because it's new or not.

Look at Molino. You can't say that Molino has -- it hasn't been there forever, but you haven't gone to the ballpark forever. The people aren't living there.

Again, to your point, we are now

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struggling over semantics. Is it a new? The fact that he -- the landowners wants to develop this little box, that is creating a new rural community? Is that where we are? I mean, that is where we are; correct?

UNKNOWN SPEAKER: That's not where we are.

MR. PYLE: And I'm not saying right or wrong on either side of that. But that's what we are getting to is that we're determining whether this box is a new rural community; correct? And that is where we have come to by way of the Comprehensive Plan -- I mean, by way of the Sector Plan --

MR. GRAY: That is one of the corners we've been put into.

MR. PYLE: -- we're either A, sticking with the Sector Plan and not allowing this to occur for the landowner, or B --

MR. GRAY: That is one of the corners -- that is kind of one of the corners that we are painted into today.

I think another one would be spot zoning and that there is not a single land use in the zoning category near it that has anything to do with the rural.

MR. PYLE: Sure.

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MR. GRAY: So it's all ag. That's another corner we can paint ourselves into if we want to focus on that for an hour and a half or two hours more. If we had the room, we could.

But, again, you're also looking at, you know, is this even a crossroad? Again, if you want to talk about the natural form of development, urban areas create outward pressure. They just do.

And highways are ways to take that pressure and hopscotch -- hop-skip them down the road a little ways. That's what a highway does. That's why you will find down highways consistent development along them.

And if you were to say, oh, the highway is too crowded. Let's create a new one so we can get through quicker, lo and behold, that highway itself would have -- would have development on each side of it.

So urban areas create outward pressure. Our Comp Plans says we are not going to -- we're going to alleviate that pressure with prescribed areas of development, and we are going to preserve areas of agricultural -- what do you call them -- qualities. I don't care if it's prime or not prime soil. The place is agriculture being used as

Page 112

silviculture. It's growing those -- I guess we decided they were loblolly. And, again, those loamy, sandy soils.

But, you know, the question is, are we going to let these guys go with a development versus, or are we going to lose a little agriculture for it? Is it sprawl? Is it appropriate? Those are all the big questions we have. We have like ten questions.

MR. PYLE: Sure.

MR. GRAY: We have ten questions or ten qualities to figure out.

And, of course, that is why this is put to a board, so this is not just -- it's not a computer saying yes or no. It's a subjective answer. That's why we're up here having to deal with it.

CHAIRMAN BRISKE: Okay. Is anyone ready to make a motion on the case? I appreciate you bringing this up. I see where it says what the intent of the rural community was, to recognize existing residential development and neighborhoods. So that answers my question.

MR. GRAY: Standby, Mr. Chairman, please. Which amendment are we on? I'm sorry. It's A;

right?
CHAIRMAN BRISKE: A, 5A, yes.
MR. GRAY: Okay. I'm going to make a recommendation. I'm recommending that we do not approve this request to change the Future Land Use from agricultural to rural -- is it rural community to RC and that we side with the findings of staff on this one.
CHAIRMAN BRISKE: Okay. Do we have a second?
MR. INGWELL: Second.
CHAIRMAN BRISKE: Second. Further discussion?
(No response.)
CHAIRMAN BRISKE: All those in favor of supporting the motion, which is to deny the change, say "aye."
MR. GRAY: Aye.
MR. RUSHING: Aye.
MR. INGWELL: Aye.
MR. CLAY: Aye.
CHAIRMAN BRISKE: And opposed?
MR. PYLE: Nay.
CHAIRMAN BRISKE: Okay. So that is four to one. So the motion carries to not move forward with the recommendation for approval on 5A.
And I think we're going to have to wrap

it up. So we will have to do a continuation for the remaining cases. The rezoning request will not go through because if -- unless the Board of County Commission overturns our recommended order; is that correct?
MS. CRAWFORD: Mr. Chairman, if I may, unless the applicant wants to withdraw that application for rezoning, the rezoning would still be on the agenda.
Now, as you're aware, the criteria requires consistency with the Comp Plan, which I believe staff's findings would be that the request for rezoning would not be consistent with the Comp Plan, but that would be up to the applicant. As of right now, it's still on the agenda.
MR. GRAY: Well, I'm sorry. Then what was our purpose here?
MS. CRAWFORD: As far as the rezoning goes, the second case?
MR. GRAY: Yes. Oh, okay.
MS. CRAWFORD: Right. It's not --
CHAIRMAN BRISKE: Remember, we went out of quasi-judicial.
MR. GRAY: Sorry.
CHAIRMAN BRISKE: Mr. Page, I'm sure you

already know this, but you will have an opportunity to present your case to the Board of County Commissioners, who can do whatever they want and change, you know, what the recommended order here from the Planning Board is. And then you have other legal remedies beyond that. But, unfortunately, that is it for today.
With that, we will -- I'm going to go back and just close out the quasi-judicial because we are at a time limit.
Mr. Page, if you wish to bring back the rezoning request after that Board of County Commission, it would be considered a continuation at that point. And no new fees would be charged or anything like that.
MS. CRAWFORD: No. There would be no new fees, and staff would re-advertise.
CHAIRMAN BRISKE: Okay. And as far as the regular planning board, we will move the other agenda items forward to the next meeting so that -- because we're out of time in the room here.
MR. GRAY: I have a question. It's procedural, I suppose. Why do we keep running into the one o'clock? Not that I'm trying to stay here. We can recess for lunch at some point and go to

five o'clock. But what do we keep running into as far as -- what are we butting into?
MS. MEADOR: The Code Enforcement had this room at 1:30, so you might want to start considering -- we used to have these meetings on Monday. So if you would like to change it back to Monday the first of the year, then we can have it all day long.
MR. GRAY: I like this Tuesday thing. Thank you.
CHAIRMAN BRISKE: We are adjourned. Thank you.
(Whereupon, the hearing was adjourned at 1:22 p.m.)

Page 117

CERTIFICATE OF REPORTER

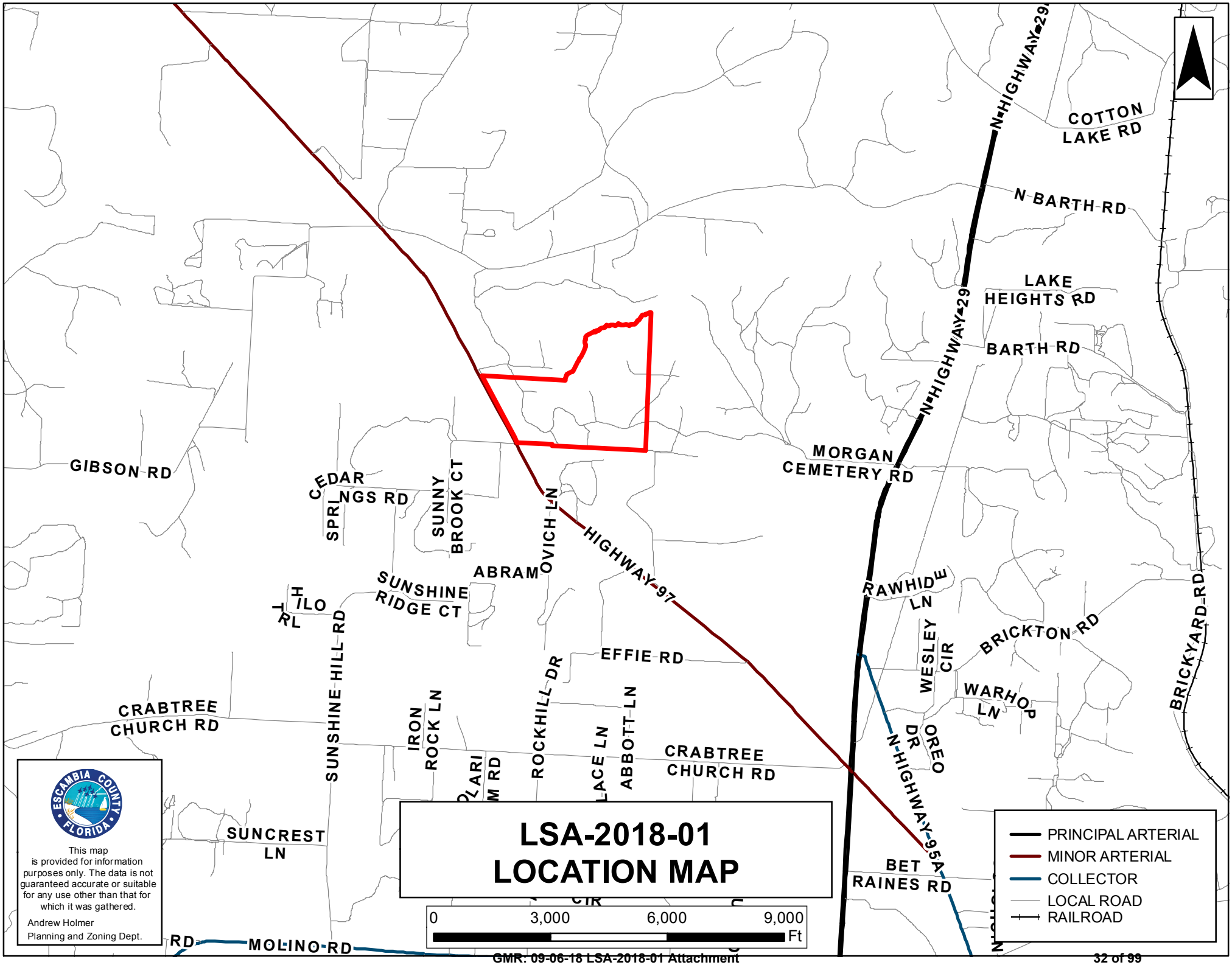
STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

I, REBECCA T. FUSSELL, Court Reporter, do hereby certify that I was authorized to and did stenographically report the regular planning board hearing of the Escambia County Planning Board and that the foregoing transcript is a true record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, or attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 24th day of August 2018.

_____
REBECCA T. FUSSELL, COURT REPORTER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LOCATION MAP
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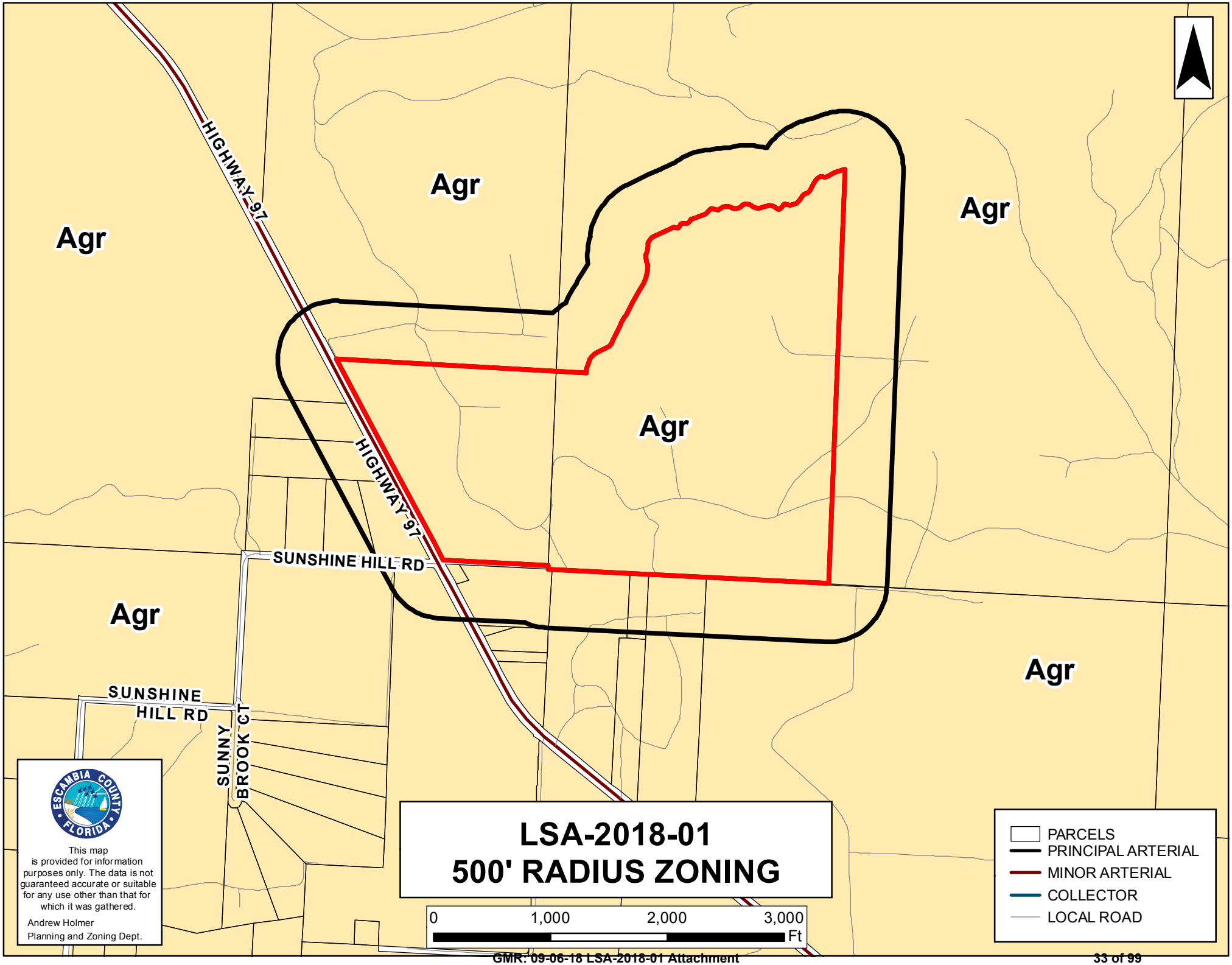
LOCAL ROAD
RAILROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
ESCAMBIA COUNTY FLORIDA
COTTON LAKE RD
N BARTH RD
LAKE HEIGHTS RD
BARTH RD
MORGAN CEMETERY RD
N HIGHWAY 29
GIBSON RD
CEDAR SPRINGS RD
SUNNY BROOK CT
ABRAMOVICH LN
HIGHWAY 97
SUNSHINE RIDGE CT
HILO TRL
SUNSHINE HILL RD
EFFIE RD
ROCKHILL DR
IRON ROCK LN
ABBOTT LN
CRABTREE CHURCH RD
SUNCREST LN
RAWHIDE LN
WESLEY CIR
BRICKTON RD
WARHOP LN
OREO DR
N HIGHWAY 95A
BRICKYARD RD
BET RAINES RD
MOLINO RD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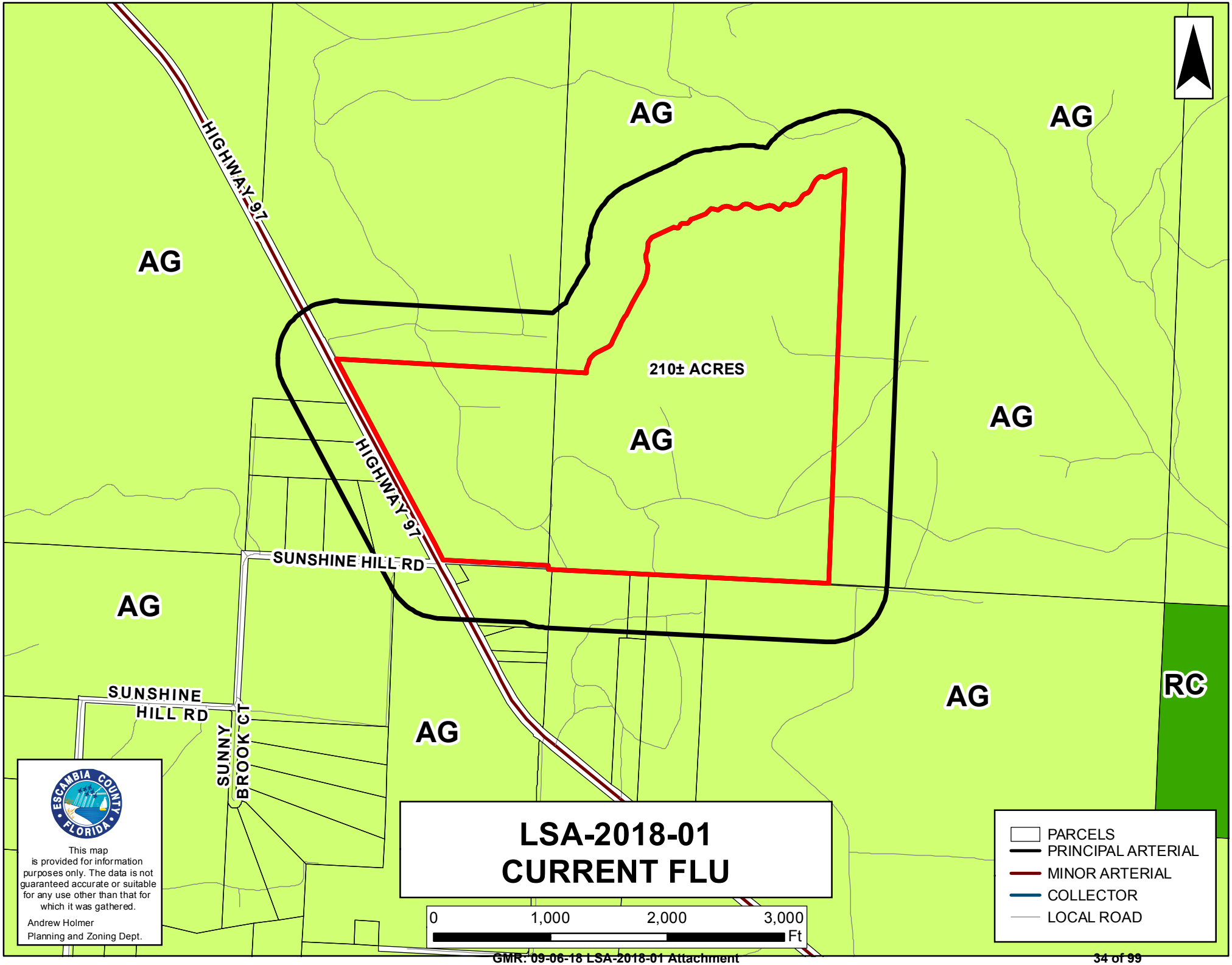
Planning and Zoning Dept.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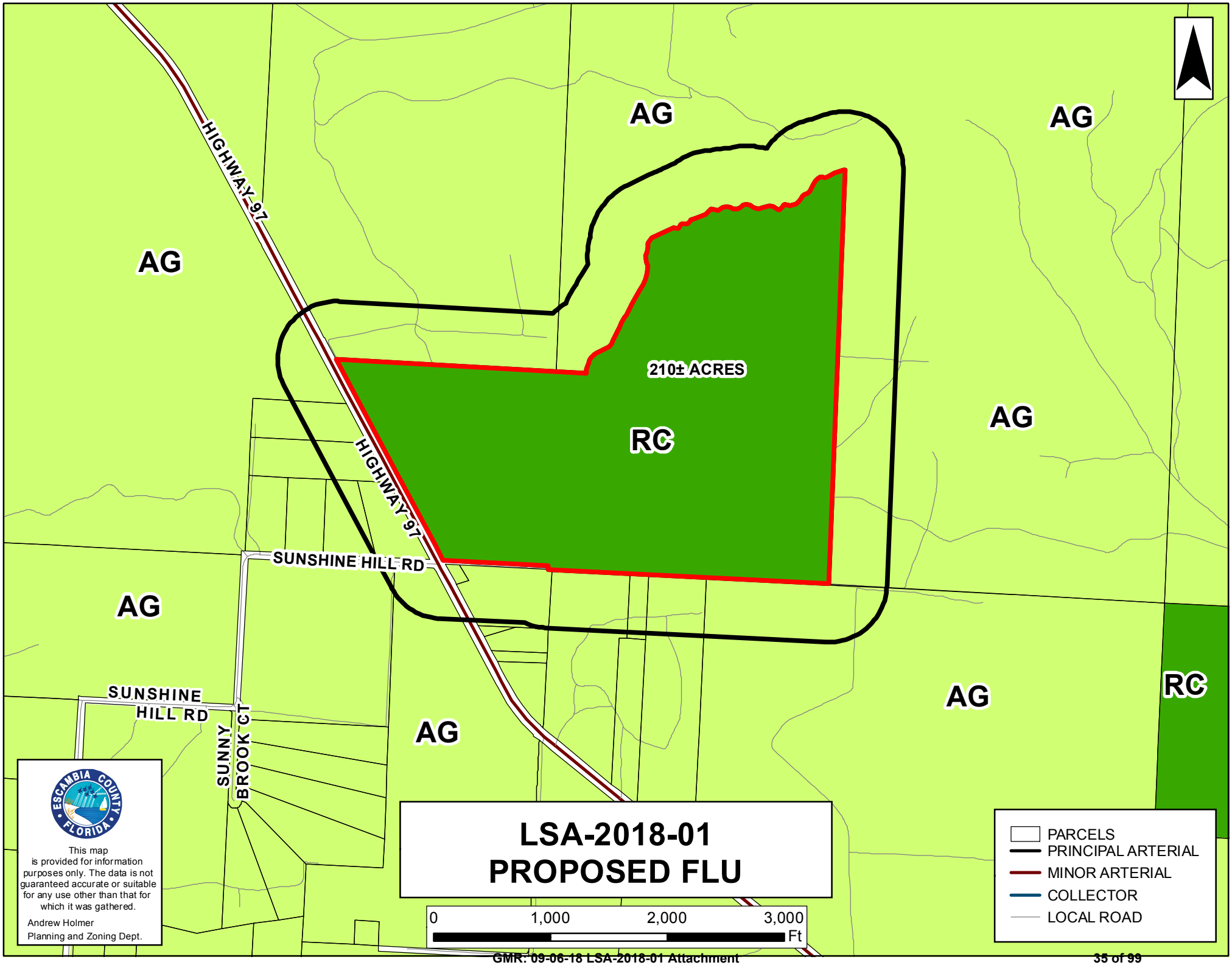
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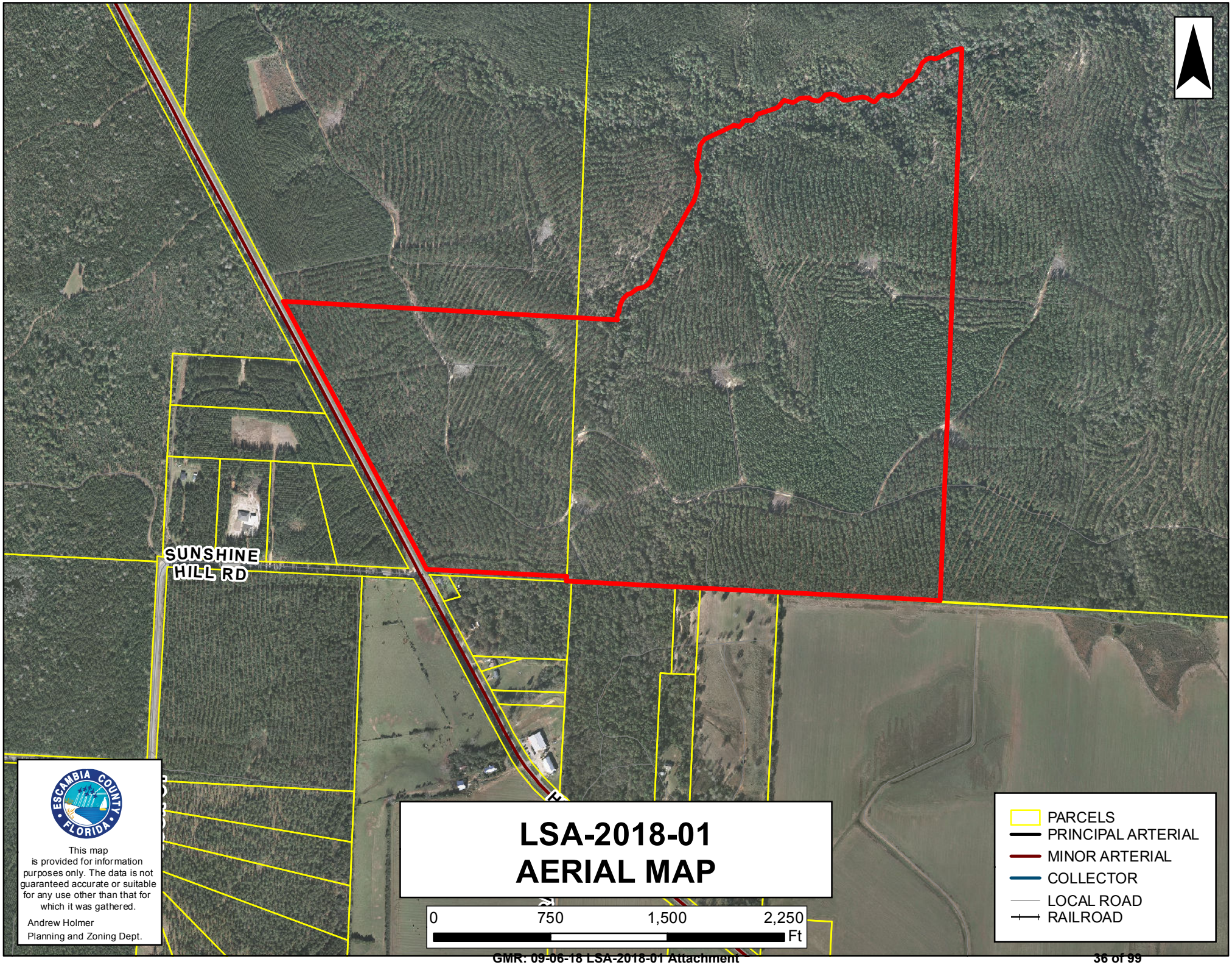
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RAILROAD
ESCAMBIA COUNTY FLORIDA
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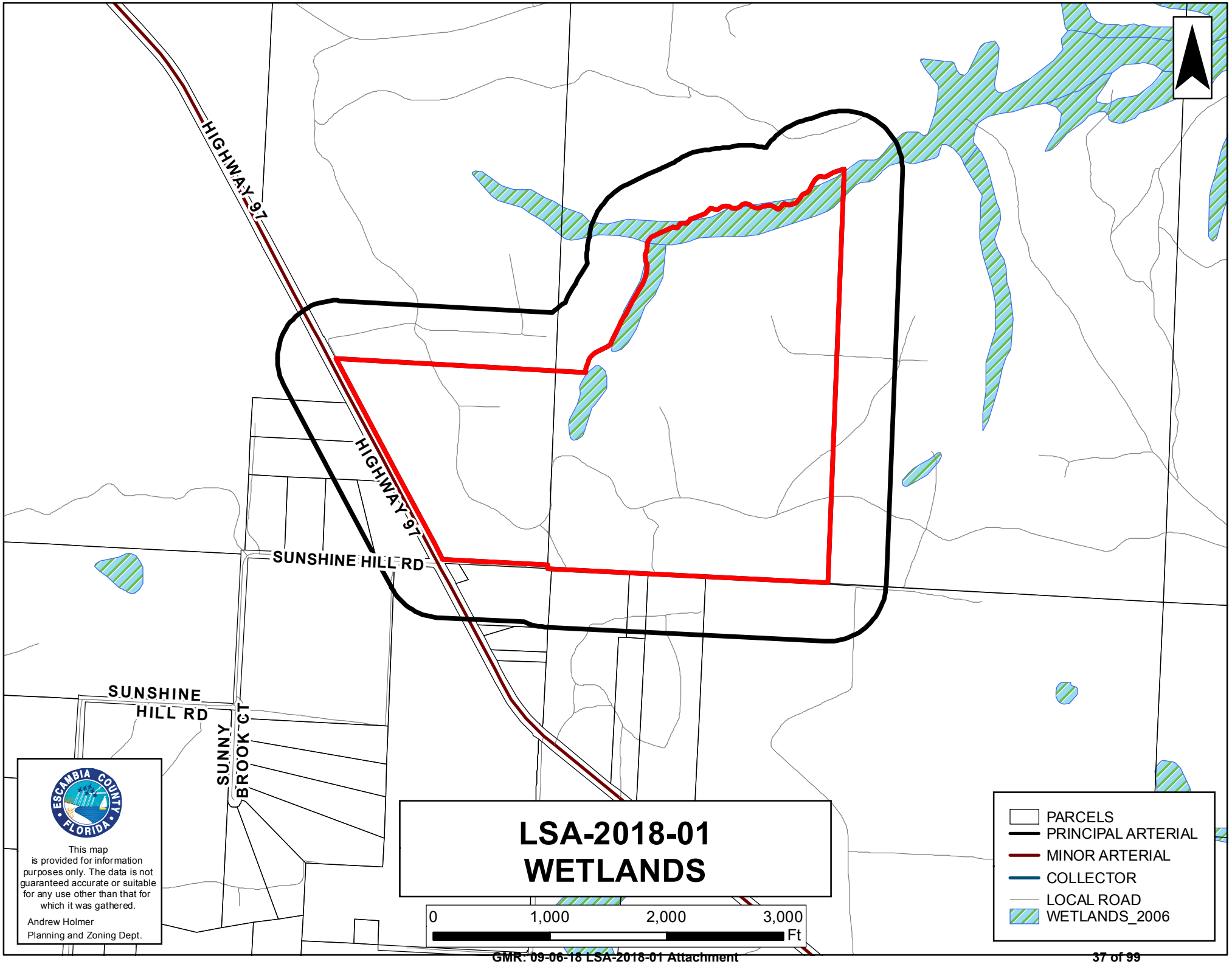
Planning and Zoning Dept.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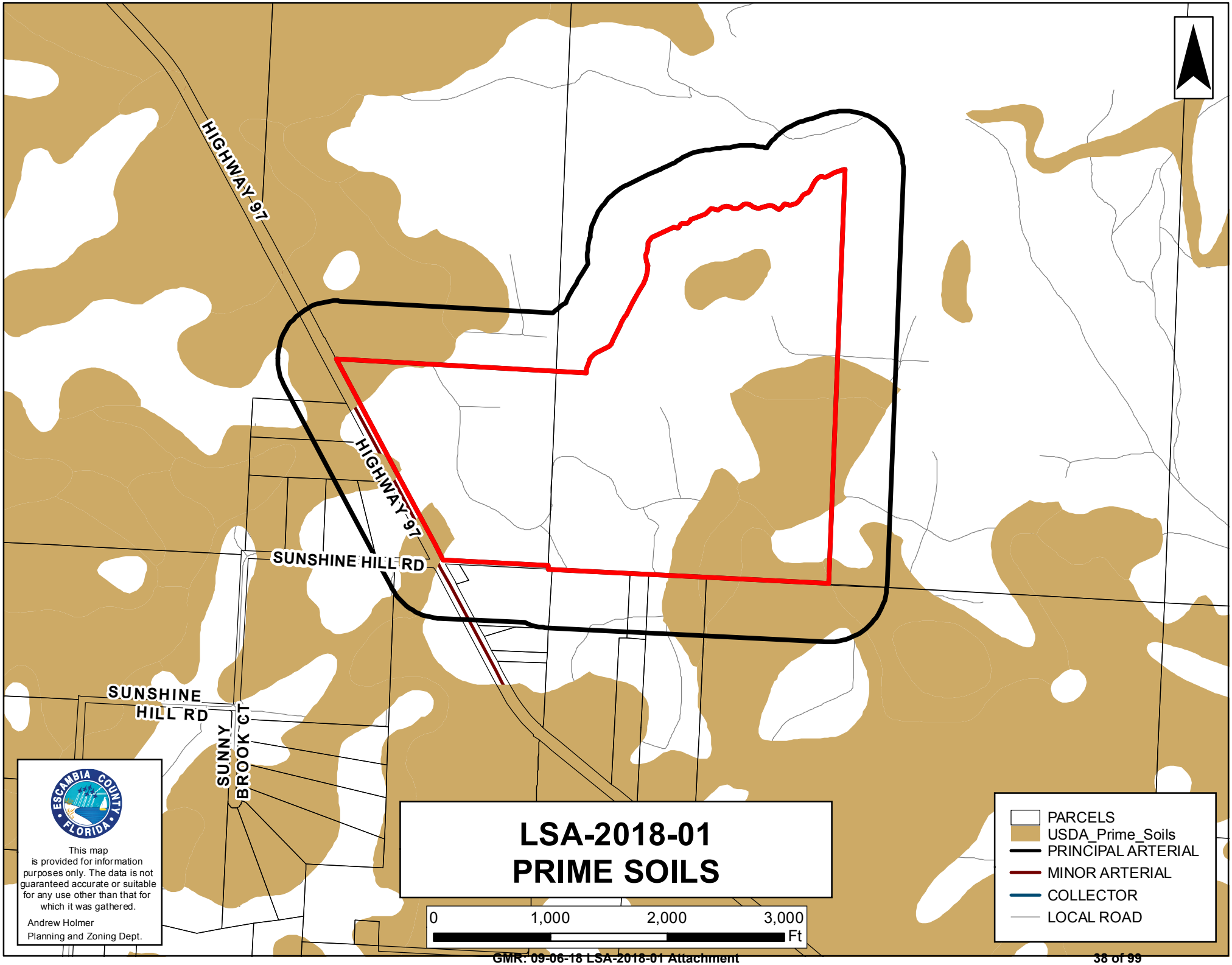
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MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.

Public hearing signs

Looking East across from property along Hwy 97

Looking Northeast towards property across Hwy 97

Looking Northwest from property along Hwy 97

Looking Southeast from property along Hwy 97

Looking Southwest from property across Hwy 97

Looking Northeast East across Hwy 97 onto property

Wiley C."Buddy" Page, MPA, APA
Professional Growth Management Services, LLC
5337 Hamilton Lane Pace, Florida 32571
Cell 850.232.9853
budpagel@att.net

May 17, 2018
VIA HAND DELIVERY

Mr. Horace Jones, Director
Department of Growth Management
3363 West Park Avenue
Pensacola, Florida 32505

RE: **Large Scale FLU Change Ag to RC**
Parcel: **Portion of 19-3N-31-1100-000-000**
& 20-3N-31-1000- 000-000
Owner: **Bluewater Creek Estates, Inc.**
Address: **900 Block Hwy 97 32577**
1400 Block Hwy 97

Dear Mr. Jones:

The attached application requests Planning Board consideration to change the referenced property from the existing FLUM classification of Ag Agriculture to RC Rural Community. A companion application is being submitted to change the zoning classification from Ag Agriculture to RR Rural Residential.

The property is located within the Molino rural community of the county about one mile west of the Hwy 97 and Hwy 29 intersection and just north of the recently built Molino Elementary school.

The application contains the filing fee together with additional information regarding traffic, utility availability, Florida Master Site File, and analysis. Please contact me if you have any questions or require anything further. Thank you.

Very truly yours,

Wiley C."Buddy" Page

LSA 2018-01

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION

1805168 PPB

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT ✓ LSA-2018-01

Current FLU: AG **Desired FLU:** RC **Zoning:** Ag **Taken by:** A Cann
Planning Board Public Hearing, date(s): 7/3/18

BCC Public Hearing, proposed date(s): _____

Fees Paid _____ **Receipt #** _____ **Date:** 5/22/18

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Bluewater Creek Estates, Inc.

Address: 8900 Waring Road

City: Pensacola State: Florida Zip Code: 32534

Telephone: ( ) _____

Email: _____

DESCRIPTION OF PROPERTY:

Street address: 900 Block Highway 97 Molino

Subdivision:

Property reference number: Section 19 & 20 Township 3N Range 31

Parcel 1000 / 1100 Lot 000 / 000 Block 000 / 000

Size of Property (acres) 210+-

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Eli H. Miller — Bluewater Creek Estates, Inc. — 5/21/18
Signature (Property Owner) — Printed Name — Date

Wiley C Page — WILEY C. PAGE — 5/21/18
Signature (Agent's Name (or owner if representing oneself) — Printed Name — Date

Address: _____

City: _____ State: _____ Zip: _____

Telephone ( ) _____ - _____ Fax # ( ) _____ - _____

Email: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The forgoing instrument was acknowledged before me this 21st day of May, year of 2018 by, Eli H. Miller who ( ) did (✓) did not take an oath. He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

Allison Marabella — 5-21-18 — Allison Marabella
Signature of Notary Public — Date — Printed Name of Notary
My Commission Expires 12-20-2018 Commission No. FF174872
(Notary seal must be affixed)

ALLISON MARABELLA
MY COMMISSION #FF174872
EXPIRES December 20, 2018
(407) 398-0153 FloridaNotaryService.com

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 900 Block Highway 97 Molino, Escambia County, Florida, Pensacola, Florida, Property Reference Number(s) 19 & 20-3N-31-1000-000-000 1100.000.000 (Portion:see survey). hereby designate Wiley C."Buddy" Page, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this_____day of_____, the year of ____, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Zoning Department.

✓ Eli H. Miller 5/21/18 Bluewater Creek Estates, Inc.

Signature of Property Owner Date Printed Name of Property Owner

_____

Signature of Agent Date Printed Name of Agent

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 21st day of May, year of 2018, by Eli H. Miller who ( ) did (✓) did not take an oath.

He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____as identification.

Allison Marabella 5-21-18 Allison Marabella

Signature of Notary Public Date Printed Name of Notary Public

Commission Number FF174872 My Commission Expires 12-20-2019

(Notary seal must be affixed)

ALLISON MARABELLA
MY COMMISSION #FF174872
EXPIRES December 20, 2018
(407) 398-0153 FloridaNotaryService.com

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name: Bluewater Creek Estates. Inc.

Property reference #: Section 19 & 20 Township 3N Range 31W

Parcel # 1000-000-000 (Portion: see survey)

Project Address: 900 Block Highway 97 Molino, Escambia County, Florida

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 21st DAY OF May, 20 18

✓ Julie H. Miller — Bluewater Creek Estates, Inc.

Owner's signature **Owner's name (print)**

Agent's signature **Agent's name (print)**

Detail by Entity Name

Florida Profit Corporation
BLUEWATER CREEK ESTATES, INC.

Filing Information

Document Number	P18000013756
FEI/EIN Number	NONE
Date Filed	02/08/2018
Effective Date	02/06/2018
State	FL
Status	ACTIVE

Principal Address

8900 WARING ROAD
PENSACOLA, FL 32534

Mailing Address

8900 WARING ROAD
PENSACOLA, FL 32534

Registered Agent Name & Address

MILLER, ELI H
8900 WARING ROAD
PENSACOLA, FL 32534

Officer/Director Detail

Name & Address

Title DIR

MILLER, JAMES E
8900 WARING ROAD
PENSACOLA, FL 32534

Title DIR

MILLER, ELI H
8900 WARING ROAD
PENSACOLA, FL 32534

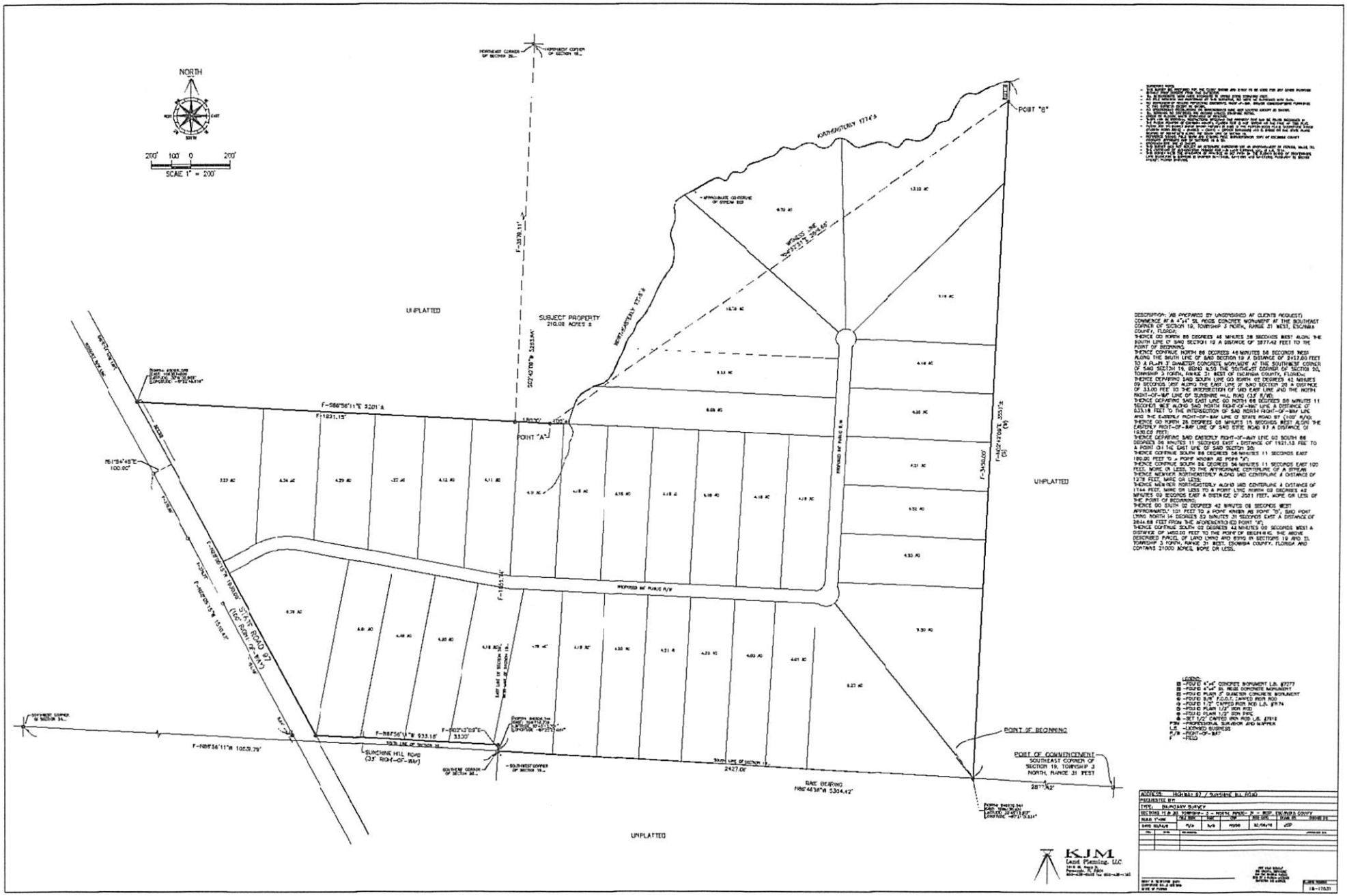
Annual Reports

No Annual Reports Filed

Document Images

02/08/2018 -- Domestic Profit | View image in PDF format

Florida Department of State, Division of Corporations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SUNSHINE HILL ROAD
(33' RIGHT-OF-WAY)
POINT OF BEGINNING
POINT OF COMMENCEMENT
SOUTHEAST CORNER OF
SECTION 19, TOWNSHIP 3
NORTH, RANGE 31 WEST
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F-S02°43'08"E 3295.84'
F-S02°43'08"E 3878.11'
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NORTHEASTERLY 1774.6'
KJM
Land Planning, LLC

STOP **This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.**

April 17, 2018

Florida Master Site File

Wiley C. Page, MPA.
Professional Growth Management Services
5337 Hamilton Lane
Pace, FL 32571
Phone: 850.232.9853
Email: budpage1@att.net

In response to your inquiry of April 16th 2018, the Florida Master Site File lists no previously recorded cultural resources found within the area indicated:

TRS: T03N, R31 W, Sections 19 & 20 within the highlighted area shown by the map accompanying the inquiry.

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**

- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Sam M. Wilford.
Archaeological Data Analyst
Florida Master Site File
Sam.Wilford@dos.myflorida.com

BLUEWATER CREEK ESTATES

PROJECT OVERVIEW

Bluewater Creek Estates is a proposed 38 lot single family residential subdivision to be located on a 210 acre site located at the northeasterly corner of Hwy 87 and Sunshine Hill Road in Molino, Florida. The site was previously a part of St. Regis Paper Company holdings which has been recently acquired by RMS Timberlands, LLC., of Delaware.

The property has an Agriculture zoning classification and a Future Land Use designation of Agriculture as well. These existing classifications restrict residential developmental density to one dwelling unit per 20 acres of land (1du/20ac). This application seeks to change the Future Land Use classification from Ag Agriculture to RC Rural Community and the zoning from Ag Agriculture to RR Rural Residential. If approved, this would change the allowable density to one dwelling unit per four acres of land (1du/4ac).

This area of Escambia county is not served by any public or private sanitary sewer services thus requiring the use of septic tanks within the development. Soils within the site are amenable for use of septic tanks and the detailed site plans will be submitted to the Florida Department of Health for design review and approval.

Solid waste services for this area of Escambia County, Florida are provided by the Emerald Coast Utilities Authority. A letter from ECUA indicating capacity to serve this proposed development has been requested.

Potable water for the development will be provided by the Molino Utilities. A letter indicating capacity has been requested.

The stormwater design for the proposed development will be submitted to Escambia County and FDEP offices for review and approval to assure compliance with adopted standards. The design will include the utilization of curb and gutter, swales, sheet flow, piping and retention ponds in appropriate areas within the development.

As shown on the attached traffic spreadsheet, daily trips generated from the site can be approximately 383 total generated trips. As noted, some 23 trips are generated out of the development in the AM while some 25 trips per hour are coming into the development during the PM time frame (3-6pm). The latest FDOT traffic counts for this segment of Atmore Highway 87 is recorded as being some 6,400 vehicles per day. The additional trips from the proposed Bluewater Creek development will have a deminimis impact on the available traffic capacity of Hwy. 87.

The development design will provide considerable open space vistas given the lot sizes that will range from 4-12 acres each in size. Existing recreational opportunities for new and existing residences are greater in the area than perhaps any other in Escambia county. Hunting, trail riding, hiking, bird watching, fishing and canoeing are among popular recreation activities for residents of the area.

The development impact on the existing area schools will be evaluated and

comments issued from the Escambia School District directly to Escambia county officials for review.

As noted earlier, the site is within the service franchise of Molino Water and a main water tower is standing directly across from the site near the intersection of Hwy 87 and Sun Shine Road.

As shown on the survey, a small stream bed is located along a portion of the northerly property line. This area will be the subject of a wetlands survey to determine appropriate areas requiring protective measures during development activities.

The request is consistent with the goals and objectives of the adopted Escambia County Comprehensive Plan, which include:

OBJ FLU 3.1 Rural Development

All new development within rural areas, including commercial development, that is compatible with the protection and preservation of rural areas will be directed to existing rural communities.

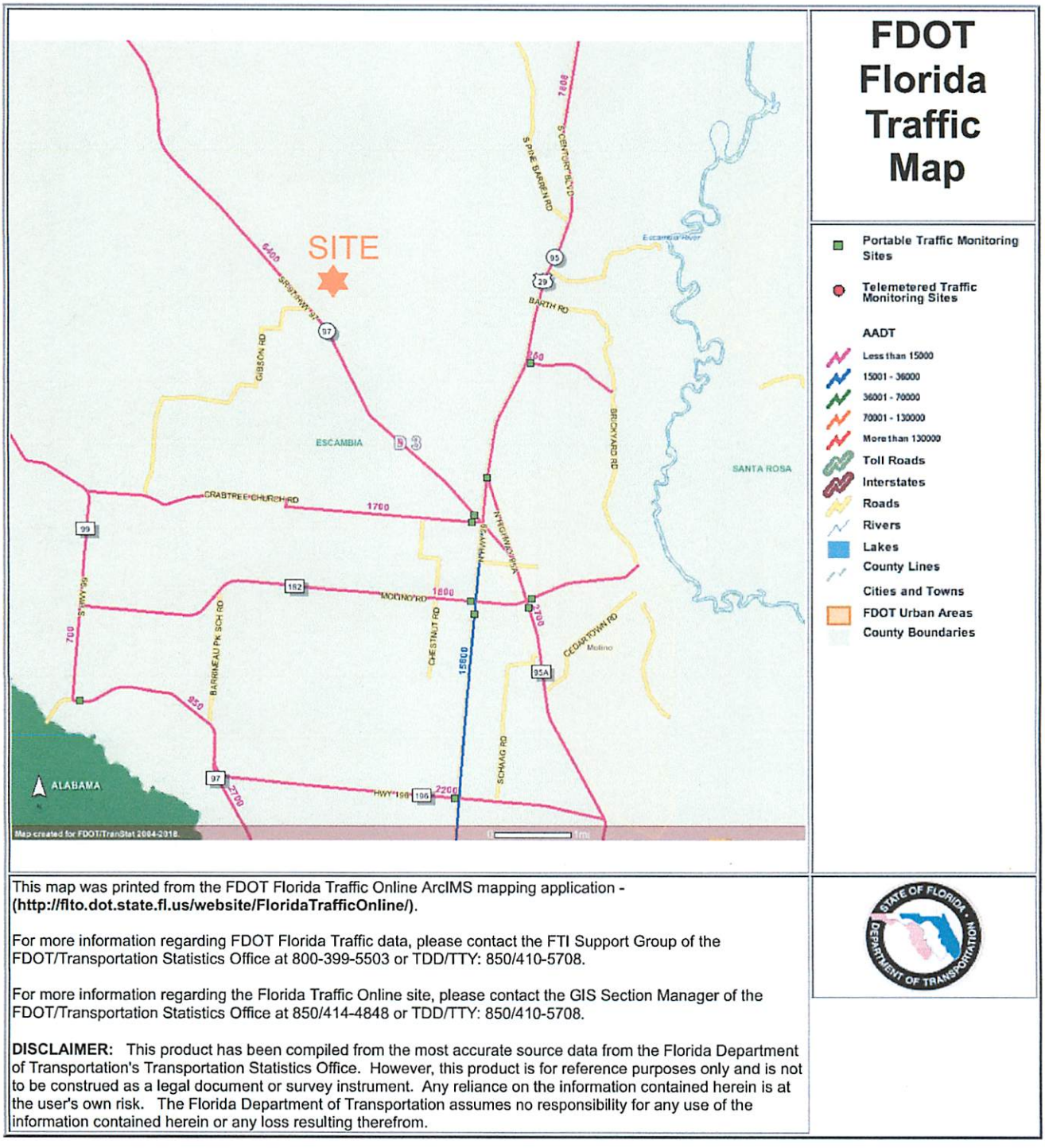
RESPONSE: This proposed development is consistent as it is to be located in the existing rural community of Molino, just north of the new Molino Elementary School.

FLU 3.1.4 Rezoning

Escambia County will protect agriculture and the rural lifestyle of

northern Escambia County by permitting re-zonings to districts, allowing for higher residential densities in the Rural Community (RM) future land use category.

RESPONSE: This application is requesting a change to the Future Land Use category of Rural Community (RM) and if granted, it will be compatible with this provision.



This map was printed from the FDOT Florida Traffic Online ArcIMS mapping application - **(http://fito.dot.state.fl.us/website/FloridaTrafficOnline/)**.

For more information regarding FDOT Florida Traffic data, please contact the FTI Support Group of the FDOT/Transportation Statistics Office at 800-399-5503 or TDD/TTY: 850/410-5708.

For more information regarding the Florida Traffic Online site, please contact the GIS Section Manager of the FDOT/Transportation Statistics Office at 850/414-4848 or TDD/TTY: 850/410-5708.

DISCLAIMER: This product has been compiled from the most accurate source data from the Florida Department of Transportation's Transportation Statistics Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. The Florida Department of Transportation assumes no responsibility for any use of the information contained herein or any loss resulting therefrom.

HWY 97 traffic = 6,400 ADT

Google Maps 9898 Gibson Rd

Image capture: May 2011 © 2018 Google

Molino, Florida

Google, Inc.

Street View - May 2011

Molino Water Tower & Wellhead located 500' South West of Site

17-May-18

Spack CONSULTING THE TRAFFIC STUDY COMPANY

ITE Trip Generation Rates - 8th Edition
Pass-by rates from ITE Trip Generation Handbook - 2nd Edition

Instructions: Enter Expected Unit Volumes into Column 'M'

Description/ITE Code FDOT FSUTAMAS	Units	ITE Vehicle Trip Generation Rates (peak hours are for peak hour of adjacent street traffic unless highlighted)								Expected Units	Total Generated Trips			Total Distribution of Generated Trips					
		Weekday	AM	PM	Pass-By	AM In	AM Out	PM In	PM Out		Daily	AM Hour	PM Hour	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
Waterport/Marine Terminal 010	Acres	11.93	NA	NA		NA	NA	NA	NA		0	NA	NA	NA	NA	0	NA	NA	0
Waterport/Marine Terminal 010	Berths	171.52	NA	NA		NA	NA	NA	NA		0	NA	NA	NA	NA	0	NA	NA	0
Commercial Airport 021	Employees	13.40	0.82	0.80		55%	45%	54%	46%		0	0	0	0	0	0	0	0	0
Commercial Airport 021	Avg Flights/Day	104.73	5.40	5.75		54%	46%	45%	55%		0	0	0	0	0	0	0	0	0
Commercial Airport 021	Com. Flights/Day	122.21	6.43	6.88		55%	45%	54%	46%		0	0	0	0	0	0	0	0	0
General Aviation Airport 022	Employees	14.24	0.69	1.03		83%	17%	45%	55%		0	0	0	0	0	0	0	0	0
General Aviation Airport 022	Avg. Flights/Day	1.97	0.24	0.30		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
General Aviation Airport 022	Based Aircraft	5.00	0.24	0.37		83%	17%	45%	55%		0	0	0	0	0	0	0	0	0
Truck Terminal 030	Acres	81.90	7.28	6.55		41%	59%	43%	57%		0	0	0	0	0	0	0	0	0
Truck Terminal 030	Employees	6.99	0.66	0.55		40%	60%	47%	53%		0	0	0	0	0	0	0	0	0
Park&Ride w/ Bus Service 090	Parking Spaces	4.50	0.72	0.62		81%	19%	23%	77%		0	0	0	0	0	0	0	0	0
Park&Ride w/ Bus Service 090	Acres	372.32	48.81	43.75		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
Park&Ride w/ Bus Service 090	Occ. Spaces	9.62	1.26	0.81		69%	31%	28%	72%		0	0	0	0	0	0	0	0	0
Light Rail Station w/ Park. 093	Parking Space	2.51	1.07	1.24		80%	20%	58%	42%		0	0	0	0	0	0	0	0	0
Light Rail Station w/ Park. 093	Occ. Spaces	3.91	1.14	1.33		80%	20%	58%	42%		0	0	0	0	0	0	0	0	0
General Light Industrial 110	KSF²	6.97	0.92	0.97		88%	12%	12%	88%		0	0	0	0	0	0	0	0	0
General Light Industrial 110	Acres	51.80	7.51	7.26		83%	17%	22%	78%		0	0	0	0	0	0	0	0	0
General Light Industrial 110	Employees	3.02	0.44	0.42		83%	17%	21%	79%		0	0	0	0	0	0	0	0	0
General Heavy Industrial 120	KSF²	1.50	0.51	0.19		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
General Heavy Industrial 120	Acres	6.75	1.98	2.16		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
General Heavy Industrial 120	Employees	0.82	0.51	0.88		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
Industrial Park 130	KSF²	6.96	0.84	0.86		82%	18%	21%	79%		0	0	0	0	0	0	0	0	0
Industrial Park 130	Acres	63.11	8.55	8.84		83%	17%	21%	79%		0	0	0	0	0	0	0	0	0
Industrial Park 130	Employees	3.34	0.47	0.46		86%	14%	20%	80%		0	0	0	0	0	0	0	0	0
Manufacturing 140	KSF²	3.82	0.73	0.73		78%	22%	36%	64%		0	0	0	0	0	0	0	0	0
Manufacturing 140	Acres	38.88	7.44	8.35		93%	7%	53%	47%		0	0	0	0	0	0	0	0	0
Manufacturing 140	Employees	2.13	0.40	0.36		73%	27%	44%	56%		0	0	0	0	0	0	0	0	0
Warehousing 150	KSF²	3.56	0.30	0.32		79%	21%	25%	75%		0	0	0	0	0	0	0	0	0
Warehousing 150	Acres	57.23	10.03	8.69		72%	28%	35%	65%		0	0	0	0	0	0	0	0	0
Warehousing 150	Employees	3.89	0.51	0.59		72%	28%	35%	65%		0	0	0	0	0	0	0	0	0
Mini Warehouse 151	KSF²	2.50	0.15	0.26		59%	41%	51%	49%		0	0	0	0	0	0	0	0	0
Mini Warehouse 151	Storage Units	0.25	0.02	0.02		67%	33%	NA	NA		0	0	0	0	0	0	NA	NA	0
Mini Warehouse 151	Acres	35.43	2.62	3.45		NA	NA	52%	48%		0	0	0	NA	NA	0	0	0	0
Mini Warehouse 151	Employees	61.90	5.26	6.04		67%	33%	52%	48%		0	0	0	0	0	0	0	0	0
High-Cube Warehouse 152	KSF²	1.44	0.09	0.10		65%	35%	33%	67%		0	0	0	0	0	0	0	0	0
Utilities 170	KSF²	NA	0.80	0.76		NA	NA	45%	55%		0	0	0	NA	NA	0	0	0	0
Utilities 170	Employees	NA	0.76	0.76		90%	10%	15%	85%		0	0	0	0	0	0	0	0	0
Single Family Homes 210	DU	9.57	0.75	1.01		25%	75%	63%	37%	40.0	383	30	40	8	23	0	25	15	0
Single Family Homes 210	Acres	26.04	2.06	2.74		31%	69%	66%	34%		0	0	0	0	0	0	0	0	0
Single Family Homes 210	Persons	2.55	0.21	0.28		31%	69%	66%	34%		0	0	0	0	0	0	0	0	0
Single Family Homes 210	Vehicles	6.02	0.51	0.67		31%	69%	66%	34%		0	0	0	0	0	0	0	0	0
Apartment 220	DU	6.65	0.51	0.62		20%	80%	65%	35%		0	0	0	0	0	0	0	0	0
Apartment 220	Persons	3.31	0.28	0.40		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
Apartment 220	Vehicles	5.10	0.46	0.60		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
Low Rise Apartment 221	Occ.DU	6.59	0.46	0.58		21%	79%	65%	35%		0	0	0	0	0	0	0	0	0
High Rise Apartment 222	DU	4.20	0.30	0.35		25%	75%	61%	39%		0	0	0	0	0	0	0	0	0
Mid-Rise Apartment 223	DU	NA	0.30	0.39		31%	69%	58%	42%		0	0	0	0	0	0	0	0	0
Rental Townhouse 224	DU	NA	0.70	0.72		33%	67%	51%	49%		0	0	0	0	0	0	0	0	0
Resd. Condo/Townhouse 230	DU	5.81	0.44	0.52		17%	83%	67%	33%		0	0	0	0	0	0	0	0	0
Resd. Condo/Townhouse 230	Persons	2.49	0.19	0.24		16%	84%	67%	33%		0	0	0	0	0	0	0	0	0
Resd. Condo/Townhouse 230	Vehicles	3.34	0.24	0.32		16%	84%	66%	34%		0	0	0	0	0	0	0	0	0
Low Rise Resd. Condo 231	DU	NA	0.67	0.78		25%	75%	58%	42%		0	0	0	0	0	0	0	0	0
High Rise Resd. Condo 232	DU	4.18	0.34	0.38		19%	81%	62%	38%		0	0	0	0	0	0	0	0	0
Luxury Condo/Townhouse 233	Occ. DU	NA	0.56	0.55		23%	77%	63%	37%		0	0	0	0	0	0	0	0	0
Mobile Home Park 240	Occ. DU	4.99	0.44	0.59		20%	80%	62%	38%		0	0	0	0	0	0	0	0	0

Molino Utilities Inc.

P.O. Box 126

Molino, Fla. 32577

850-587-5538

Mr. Buddy Page

5337 Hamilton Lane

Pace, Fla. 32571

5/17/18

To Whom It May Concern:

Molino Utilities Inc. has a 8" pvc water main located on the right side (north side) of SR 97 (Atmore Hwy) in Molino, around Sunshine Hill Rd area. It has adequate pressure and volume to provide water and fire protection for the new housing development, owned by J Miller Const.

Randy Weaver

Operations Manager

Recorded in Public Records 4/10/2018 3:44 PM OR Book 7882 Page 380, Instrument #2018027360, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $86.50 Deed Stamps $4,042.50

PP 577 500.

0

This Instrument Prepared By:
Victor Haley
Eversheds Sutherland
999 Peachtree Street, NE
Atlanta, GA 30309-3996
Telephone: (404) 853-8000

When recorded return to:
Karen McClammy
Citizens Title Group
7139-B North 9th Avenue
Pensacola, FL 32504
Telephone: (850) 474-1833

_____ Recording Fee
4042.50 Stamps
_____ TOTAL

STATE OF FLORIDA

COUNTY OF ESCAMBIA

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made effective as of the 10 day of April, 2018, between **RMS TIMBERLANDS LLC**, a Delaware limited liability company duly authorized to transact business in the State of Florida, whose address is c/o Resource Management Service, LLC, 31 Inverness Center Parkway, Suite 360, Birmingham, Alabama 35242 ("Grantor"), and **BLUEWATER CREEK ESTATES, INC.**, a Florida corporation, whose address is 8900 Waring Road, Pensacola, Florida 32534 ("Grantee").

QP. 577500.

(1)

Electronically Recorded
Date 4-10-18 County Escambia
Time 3:44 PM OR/Pg 7882/380

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WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar ($1.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is acknowledged, grants and conveys to Grantee, Grantee's successors and assigns forever, the real property (the "Property") situated, lying and being in the County of Escambia and State of Florida, as described on **EXHIBIT A** attached hereto and made a part hereof for all purposes, and (i) any improvements thereon, and (ii) all timber growing thereon, subject to the terms of **EXHIBIT C** attached hereto and made a part hereof for all purposes, and (iii) all roads, bridges and other infrastructure improvements thereon (to the extent owned by Grantor), and (iv) all minerals that may be owned by Grantor, including sand, clay or gravel of any kind or nature, and (v) any other privileges, easements, covenants and other rights appertaining thereto (collectively, the "Premises").

Without expanding by implication the limited warranty set forth herein, this conveyance and the warranty of title set forth herein are made subject to the matters set forth on **EXHIBIT B** attached hereto, to the extent, and only to the extent, that the same may still be in force and effect and applicable to the Property, said exhibit being incorporated herein by reference for all purposes (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Premises, together with the privileges and appurtenances thereunto properly belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular the Premises unto Grantee, its successors and assigns, against every person whosoever lawfully claiming, or to claim the same, or any part thereof, by, through and under Grantor, but not otherwise, and subject to the matters set forth herein.

The conveyance of any minerals conveyed to Grantee herein is hereby made by Grantor purely by quitclaim and accepted by Grantee without any warranty by Grantor, either express or implied, without recourse against Grantor.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has signed and sealed this deed on this the 27 day of March, 2018, but so as to be effective on the date first above written.

Witnesses:

1. Paula Sled
Paula Sled

2. Harry Dodsworth
Harry Dodsworth
(Names of witnesses should be typed or printed below signatures)

RMS Timberlands LLC, a Delaware limited liability company

By: Ed Sweeten

Name: Ed Sweeten

Title: Executive Vice President

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Ed Sweeten, whose name as Executive Vice President of RMS Timberlands LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is personally known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, with full authority as such officer, executed the same voluntarily for and as the act of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 27 day of March, 2018.

My commission expires:

06-16-2020
(SEAL)

STEPHANIE COFFEE MY COMMISSION EXPIRES JUNE 16, 2020 NOTARY PUBLIC STATE OF ALABAMA

Notary Public of Alabama

Printed Name: Stephanie Coffee

EXHIBIT A

LEGAL DESCRIPTION

COMMENCE AT A 4"x4" St. REGIS CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;

THENCE GO NORTH 86 DEGREES 46 MINUTES 58 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 19 A DISTANCE OF 2877.42 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 86 DEGREES 46 MINUTES 58 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 19 A DISTANCE OF 2427.00 FEET TO A PLAIN 3" DIAMETER CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID SECTION 19, BEING ALSO THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 31 WEST OF ESCAMBIA COUNTY, FLORIDA;

THENCE DEPARTING SAID SOUTH LINE GO NORTH 02 DEGREES 42 MINUTES 09 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 20 A DISTANCE OF 33.00 FEET TO THE INTERSECTION OF SAID EAST LINE AND THE NORTH RIGHT-OF-WAY LINE OF SUNSHINE HILL ROAD (33' R/W);

THENCE DEPARTING SAID EAST LINE GO NORTH 86 DEGREES 56 MINUTES 11 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 933.18 FEET TO THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 97 (100' R/W);

THENCE GO NORTH 28 DEGREES 05 MINUTES 15 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 97 A DISTANCE OF 1930.00 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE GO SOUTH 86 DEGREES 56 MINUTES 11 SECONDS EAST A DISTANCE OF 1921.15 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 20;

THENCE CONTINUE SOUTH 86 DEGREES 56 MINUTES 11 SECONDS EAST 180.00 FEET TO A POINT KNOWN AS POINT "A";

THENCE CONTINUE SOUTH 86 DEGREES 56 MINUTES 11 SECONDS EAST 100 FEET, MORE OR LESS, TO THE APPROXIMATE CENTERLINE OF A STREAM;

THENCE MEANDER NORTHEASTERLY ALONG SAID CENTERLINE A DISTANCE OF 1278 FEET, MORE OR LESS;

THENCE MEANDER NORTHEASTERLY ALONG SAID CENTERLINE A DISTANCE OF 1744 FEET, MORE OR LESS TO A POINT LYING NORTH 02 DEGREES 42 MINUTES 09 SECONDS EAST A DISTANCE OF 3551 FEET, MORE OR LESS OF THE POINT OF BEGINNING;

THENCE GO SOUTH 02 DEGREES 42 MINUTES 09 SECONDS WEST APPROXIMATELY 101 FEET TO A POINT KNOWN AS POINT "B", SAID POINT LYING NORTH 54 DEGREES 52 MINUTES 31 SECONDS EAST A DISTANCE OF 2844.68 FEET FROM THE AFOREMENTIONED POINT "A";

THENCE CONTINUE SOUTH 02 DEGREES 42 MINUTES 09 SECONDS WEST A DISTANCE OF 3450.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND LYING AND BEING IN SECTIONS 19 AND 20, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 210.00 ACRES, MORE OR LESS.

Being a portion of the property conveyed in that certain Statutory Warranty Deed dated November 3, 2006, between International Paper Company and RMS Timberlands LLC, recorded as Book 6077, Page 752, Escambia County, Florida records

EXHIBIT B

PERMITTED EXCEPTIONS

1. Ad valorem taxes not yet due and payable.

2. All existing zoning restrictions.

3. All matters that would be revealed by an accurate survey of the Property.

4. Riparian rights of others in and to any creeks, rivers, lakes or streams located on the Property.

5. All prior conveyances, transfers and reservations of oils, gas, coal, lignite, clay, sand, coal bed methane and other minerals of any kind or character or any interest therein, if any.

6. All matters appearing in the public records of Escambia County, properly indexed, and in the chain of title to the Property, or any portion of the Property, if any.

7. Rights of parties in possession pursuant to the leases, licenses and agreements separately assigned by Grantor and assumed by Grantee, if any.

8. Rights of third persons and/or public authorities and utilities in and to that portion of the Property located within the boundaries of roads, highways, easements, and rights-of-way, whether of record, on the ground or acquired through prescription.

9. Reservations, if any, contained in that certain deed dated November 3, 2006, between International Paper Company and RMS Timberlands LLC, recorded as File #200704204, in Book 6055, Page 752, Escambia County, Florida records.

10. The terms of Exhibit C attached hereto.

EXHIBIT C
TIMBER RESERVATION

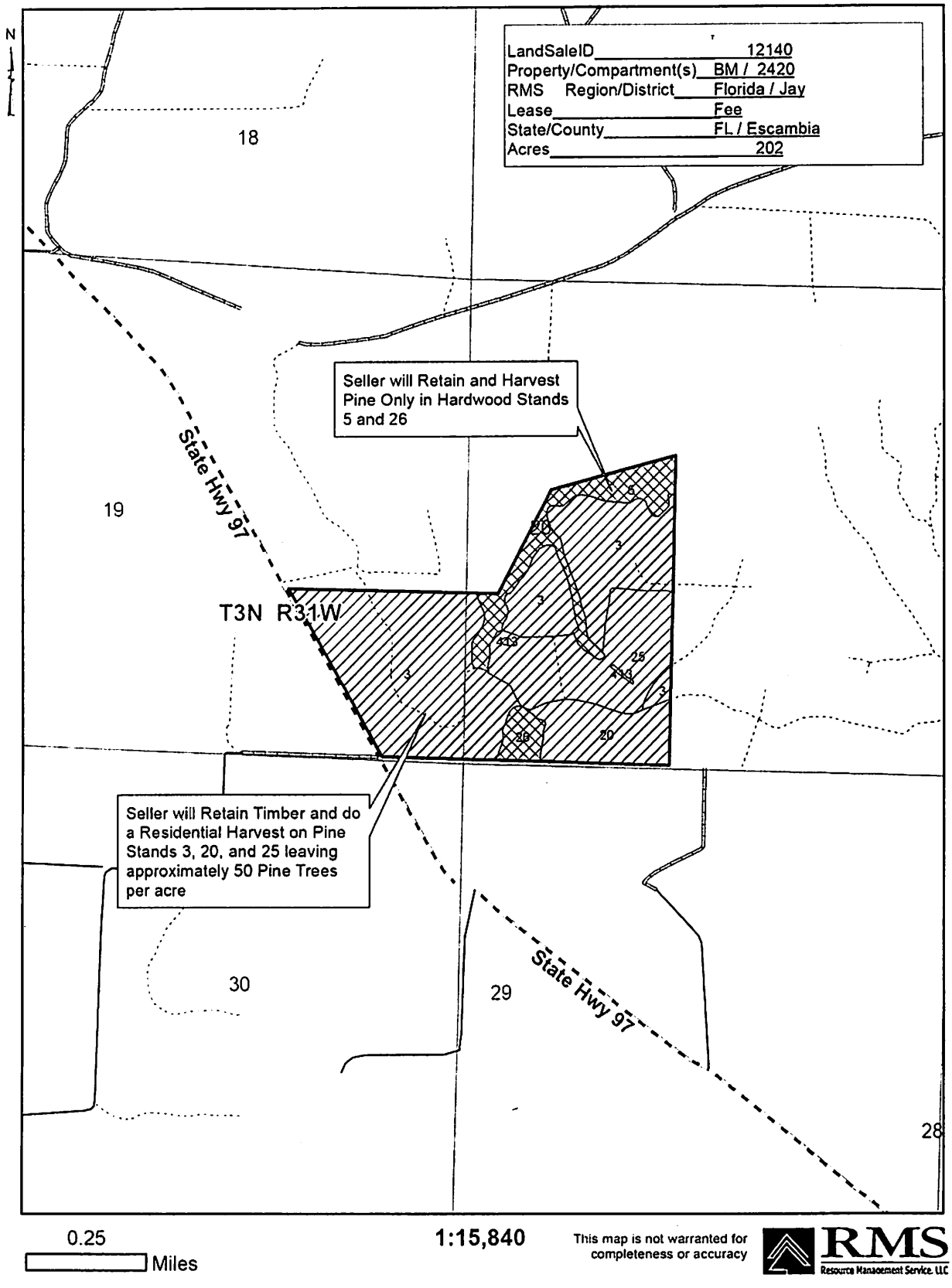
1. **Reservation**. Grantor will reserve certain timber rights on portions of the Property, as more particularly depicted on the map attached hereto and described as follows: (a) as to Stands 5 and 26, depicted in crosshatch on the map attached hereto and containing a total of approximately 27 acres, Grantor will retain and harvest pine only, leaving all hardwood trees; (b) as to Stands 3, 20, and 25, depicted in diagonal lines on the map attached hereto and containing a total of approximately 174 acres, Grantor will do a "residential harvest," leaving approximately 50 trees per acre. Grantor's reserved timber rights include the right of access to the Property for purposes of thinning, harvesting, cutting, piling, and removing said timber in the usual and customary manner and in accordance with this Exhibit. Grantor's reserved timber and access rights will continue until the date that is nine (9) months after the Closing Date (as the same may be extended or earlier terminated as provided herein, the "Reservation Period").

2. **Operations**. In conducting its operations on the Property, Grantor will comply with the Best Management Practices promulgated or customary in the State where the Property is located, and Grantor will repair any damage to roads on the Property caused by Grantor's operations during the Reservation Period. Except as may be limited or directed by said State Best Management Practices, Grantor will be solely responsible for determining and directing the manner in which it conducts business on the Property, including without limitation time and manner of access and operations, and Grantee will have no rights whatsoever to limit, restrict, dictate, supervise, or otherwise direct Grantor's operations on the Property, except as may be otherwise expressly provided herein.

3. **Force Majeure**. If Grantor is unable to perform its operations on the Property at any time during the Reservation Period on account of severe weather, storms, fire, other acts of God, labor strikes, governmental restrictions, or any similar matters outside of Grantor's control, the Reservation Period will be extended for such additional time as may be reasonably necessary for Grantor to complete its operations. Grantor will notify Grantee of any delays caused by said events of force majeure.

4. **Early Termination and Partial Release**. If Grantor completes its operations on the Property prior to the natural expiration of the Reservation Period, Grantor may provide written notice of said completion to Grantee, whereupon the Reservation Period will terminate automatically as of the date of Grantor's notice, Grantor's rights of access to the Property for harvesting, cutting and other operations will terminate, and title to the remaining timber on the Property, if any, will automatically revert to Grantee. In addition, Grantor may, at its sole election, provide such notice of completion of operations as to a portion or portions of the Property, whereupon the Reservation Period will terminate as to such portion or portions of the Property (collectively, the "Released Tract") but remain in effect for the remainder of the Property until expiration or earlier termination as provided herein.

5. **Release of Liability**. Upon the expiration or earlier termination of the Reservation Period, Grantor will be automatically released from all liability to Grantee and any other party with respect to the Property (or the Released Tract, as applicable) and Grantor's operations thereon, including without limitation damage to persons or to any portion of the Property or Released Tract, as applicable. Notwithstanding such automatic release and termination, upon request by either party, the parties will execute written releases of the timber reservation described herein, which shall be in recordable form. One or more releases may be requested from time to time as to a Released Tract prior to expiration or termination of the Reservation Period as to the entire Property. The requesting party may, at its sole cost, cause such release to be recorded in the records of the County or Parish where the Property is located.


N
LandSaleID 12140
Property/Compartment(s) BM / 2420
RMS Region/District Florida / Jay
Lease Fee
State/County FL / Escambia
Acres 202
18
19
30
29
28
State Hwy 97
State Hwy 97
T3N R31W
Seller will Retain and Harvest Pine Only in Hardwood Stands 5 and 26
Seller will Retain Timber and do a Residential Harvest on Pine Stands 3, 20, and 25 leaving approximately 50 Pine Trees per acre
0.25
Miles
1:15,840
This map is not warranted for completeness or accuracy
RMS
Resource Management Service, LLC

WRITTEN CONSENT OF
THE MANAGER OF
RMS TIMBERLANDS LLC

The undersigned, being the Manager (the "Manager") of RMS Timberlands LLC, a Delaware limited liability company (the "Company"), hereby consents in writing, in accordance with the Company's Operating Agreement (the "Agreement"), to the adoption of the following resolutions:

APPROVAL OF SALE OF PROPERTY

WHEREAS, the Manager has determined that it is advisable and in the best interest of the Company to convey that certain tract or parcel of land in Escambia County, State of Florida, described as Compartment No. BM-2420 (ID 12140) (the "Property") as more fully described in that certain Purchase Agreement with an effective date of February 20, 2018 by and between Company, as Seller, and Bluewater Creek Estates, Inc., as Buyer (the "Purchase and Sale Agreement").

NOW, THEREFORE, BE IT RESOLVED, the Manager hereby approves, confirms and ratifies the sale of the Property on the terms and conditions set forth in the Purchase and Sale Agreement, the execution, delivery and performance of the Purchase and Sale Agreement and the execution, delivery and performance of all other documents relating to the same, in all respects.

OTHER ACTS

RESOLVED, that the officers of the Manager and the Company, each as authorized under the Agreement, be, and hereby are authorized, empowered and directed to do all other things and acts, to execute and deliver all other instruments, documents and certificates (collectively, "Documents"), and to pay all costs, fees and taxes as may be, in their sole judgment, necessary, proper or advisable in order to carry out and comply with the purposes and intent of the foregoing resolutions (collectively, the "Acts"), and that all of the acts and deeds of the officers of the Manager and of the Company that are consistent with the purposes and intent of such resolutions be, and hereby are, in all respects, approved, ratified, confirmed and adopted as the acts and deeds of the Manager and Company.

AUTHORITY

RESOLVED, that any or each of W.A. Hinson, III, as President of the Company, Craig Blair, as Executive Vice President of the Company, Ed Sweeten, as Executive Vice President of the Company, Dennis DuBose, as Executive Vice President of the Company, and/or Charlie Cornish, as Executive Vice President of the Company, has authority to execute and deliver any and all Documents in connection with the foregoing and to take any Acts as he deems proper in consummating the transaction contemplated by the Purchase and Sale Agreement.

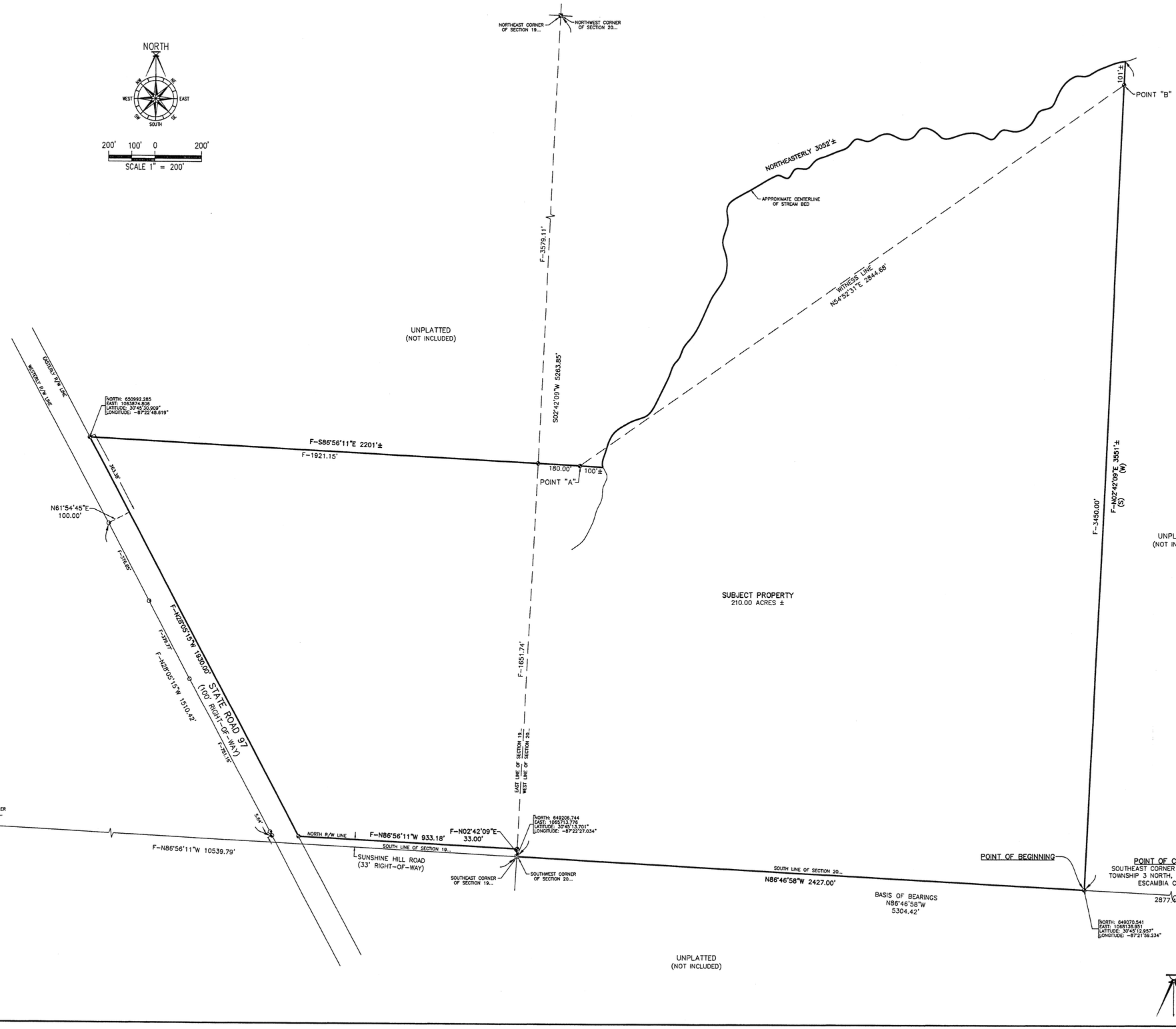
IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the day written below.

MANAGER

Resource Management Service LLC,
Manager of RMS Timberlands LLC

By: Ed Sweet
Name: Ed Sweeten
Title: Executive Vice President

Date: March 27, 2018



SURVEYORS NOTES:

-THIS SURVEY WAS PREPARED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.
-ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES STANDARD FOOT.
-NO TITLE RESEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED WITH SUCH.
-NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
-NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
-ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.
-ERROR OF CLOSURE MEETS STANDARDS OF PRACTICE.
-THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.
-BASIS OF BEARINGS: IS BASED ON THE STATE PLANE BEARING OF N86°46'58"W ALONG THE SOUTH LINE OF SECTION 19. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASE ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE) – (NAD83) – (2011) – (EPOCH 2010.0000).
-REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION; COPY OF ESCAMBIA COUNTY PROPERTY APPRAISERS MAP OF SECTIONS 19 & 20.
-ENCROACHMENTS ARE AS SHOWN.
-THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP NOR AN ENCROACHMENT OF FENCES, WALLS, ETC.
-THE CERTIFICATE OF AUTHORIZATION NUMBER FOR KJM LAND PLANNING, LLC., IS L.B. 7919.
-THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS & MAPPERS IN CHAPTER 5J–17.050, 5J–17.051 AND 5J–17.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DESCRIPTION: (AS PREPARED BY UNDERSIGNED AT CLIENTS REQUEST)

COMMENCE AT A 4"x4" St. REGIS CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO NORTH 86 DEGREES 46 MINUTES 58 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 20 A DISTANCE OF 2877.42 FEET TO THE **POINT OF BEGINNING;**
THENCE CONTINUE NORTH 86 DEGREES 46 MINUTES 58 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 20 A DISTANCE OF 2427.00 FEET TO A PLAIN 3" DIAMETER CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID SECTION 20, BEING ALSO THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 31 WEST OF ESCAMBIA COUNTY, FLORIDA;
THENCE DEPARTING SAID SOUTH LINE GO NORTH 02 DEGREES 42 MINUTES 09 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 19 A DISTANCE OF 33.00 FEET TO THE INTERSECTION OF SAID EAST LINE AND THE NORTH RIGHT-OF-WAY LINE OF SUNSHINE HILL ROAD (33' R/W);
THENCE DEPARTING SAID EAST LINE GO NORTH 86 DEGREES 56 MINUTES 11 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 933.18 FEET TO THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 97 (100' R/W);
THENCE GO NORTH 28 DEGREES 05 MINUTES 15 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 97 A DISTANCE OF 1930.00 FEET;
THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE GO SOUTH 86 DEGREES 56 MINUTES 11 SECONDS EAST A DISTANCE OF 1921.15 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 20;
THENCE CONTINUE SOUTH 86 DEGREES 56 MINUTES 11 SECONDS EAST 180.00 FEET TO A POINT KNOWN AS POINT "A";
THENCE CONTINUE SOUTH 86 DEGREES 56 MINUTES 11 SECONDS EAST 100 FEET, MORE OR LESS, TO THE APPROXIMATE CENTERLINE OF A STREAM;
THENCE MEANDER NORTHEASTERLY ALONG SAID CENTERLINE A DISTANCE OF 3052 FEET, MORE OR LESS TO A POINT LYING NORTH 02 DEGREES 42 MINUTES 09 SECONDS EAST A DISTANCE OF 3551 FEET, MORE OR LESS OF THE **POINT OF BEGINNING;**
THENCE GO SOUTH 02 DEGREES 42 MINUTES 09 SECONDS WEST APPROXIMATELY 101 FEET TO A POINT KNOWN AS POINT "B", SAID POINT LYING NORTH 54 DEGREES 52 MINUTES 31 SECONDS EAST A DISTANCE OF 2844.68 FEET FROM THE AFOREMENTIONED POINT "A";
THENCE CONTINUE SOUTH 02 DEGREES 42 MINUTES 09 SECONDS WEST A DISTANCE OF 3450.00 FEET TO THE **POINT OF BEGINNING.** THE ABOVE DESCRIBED PARCEL OF LAND LYING AND BEING IN SECTIONS 19 AND 20, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 210.00 ACRES, MORE OR LESS.

LEGEND:

⊠ –FOUND 4"x4" CONCRETE MONUMENT L.B. #7277
⊠ –FOUND 4"x4" St. REGIS CONCRETE MONUMENT
⊠ –FOUND PLAIN 3" DIAMETER CONCRETE MONUMENT
◉ –FOUND 5/8" F.D.O.T. CAPPED IRON ROD
◎ –FOUND 1/2" CAPPED IRON ROD L.B. #7174
○ –FOUND PLAIN 1/2" IRON ROD
◍ –FOUND PLAIN 1/2" IRON PIPE
● –SET 1/2" CAPPED IRON ROD L.B. #7919
PSM –PROFESSIONAL SURVEYOR AND MAPPER
L.B. –LICENSED BUSINESS
R/W –RIGHT-OF-WAY
F –FIELD
± –MORE OR LESS

KJM Land Planning, LLC.
1615 W. Avery St.
Pensacola, FL 32501
850-438-0202 Fax 850-438-1307

ADDRESS: HIGHWAY 97 / SUNSHINE HILL ROAD							
REQUESTED BY:							
TYPE: BOUNDARY SURVEY							
SECTIONS 19 & 20, TOWNSHIP- 3 - NORTH, RANGE- 31 - WEST, ESCAMBIA COUNTY							
SCALE: 1"=200'		FIELD BOOK:	PAGE:	CREW:	FIELD DATE:	DRAWN BY:	CHECKED BY:
DATE: 03/13/18		N/A	N/A	NS/DB	03/09/18	JSP	
NO.:	DATE:	REVISIONS:					APPROVED BY:
1	03/24/18	REVISED LEGAL DESCRIPTION - JSP					

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

MICHAEL WATTS AUSTIN, PSM #5458
CORPORATE NO. LB 0007919
STATE OF FLORIDA
3/24/18

DRAWING NUMBER: 18-17531

Comprehensive Plan
Large-Scale Future Land Use Map Amendment
Staff Analysis

General Data

Project Name:	LSA 2018-01
Location:	900 Block Hwy 97
Parcel #s:	Portions of 19-3N-31-1100-000-000 & 20-3N-31-1000- 000-000
Acreage:	210 (+/-) acres
Request:	From Agriculture (AG) to Rural Community (RC)
Applicant:	Wiley C. "Buddy" Page, Agent for Bluewater Creek Estates, Inc. owner
Meeting Dates:	Planning Board, July 10, 2018 BCC, August 2, 2018

Site Description and Summary of Proposed Amendment:

The applicant is requesting a Future Land Use (FLU) Map amendment to change the FLU category of a 210 +/- acres parcel, as described in a signed sealed survey produced by KJM Land Planning, LLC, dated May 24, 2018, from AG to RC. The FLU amendment is proposed to change the allowed density and accommodate the development of a residential subdivision of approximately 38 dwelling units. The current zoning designation of the referenced parcel is Agricultural (Agr); the applicant is concurrently requesting a rezoning from Agr to Rural Residential (RR).

The subject parcel is located about one and a half miles West of Hwy 29 and North of Hwy 97. A review of the aerial maps and a site visit by staff reveal that the newly created parcel is undeveloped heavily forested vacant land. The parcel has frontage on Hwy 97.

Review of the currently adopted Escambia County Future Land Use Map (FLUM), shows the parcel is located on the Southern boundary delineation between AG and RC FLU categories. It is worth to mention that most of the parcels within the AG FLU category from this area North to the Alabama border consist mostly of large tracks of agriculture and silviculture land.

The existing RC FLU area located South and East from the parcel, serves as a buffer between the rural community of North Escambia County and the denser and more developed areas in Cantonment and to the South.

Sanitary Sewer Service.

CP Policy INF 1.1.7 Level of Service (LOS) Standards. *Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS*

will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

CP Policy INF 1.1.11 Required New Service Connection. *All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.*

Analysis: The applicant stated that Emerald Coast Utility Authority (ECUA) does not provide sanitary sewer in that area and therefore there will be a need for individual septic tanks for the proposed development. The applicant is aware of the requirement for coordination with the Florida Health Department to accommodate the permitting, installation of septic tanks.

Solid Waste Disposal.

CP Policy INF 2.1.2 Perdido Landfill Operation. *Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.*

CP Policy INF 2.1.4 Level of Service (LOS) Standards. *The LOS standard for solid waste disposal will be 6 pounds per capita per day.*

Analysis: The applicant stated that solid waste disposal will be provided by ECUA and that a letter indicating capacity to serve the proposed development was requested.

Potable Water Service.

CP Policy INF 4.1.4 Concurrency Management. *Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.*

CP Policy INF 4.1.6 Developer Responsibility. *The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.*

CP Policy INF 4.1.7 Level of Service (LOS) Standards. *The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at*

the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Analysis: The subject property is within the service area of Molino Utilities, Inc. An unsigned letter was provided with the application packet. Randy Weaver, Operations Manager for Molino Water indicates that adequate pressure and volume to provide water and fire protection for the new housing development is available. If approved, based on the proposed development, further analysis and evaluation will be conducted during the Site Plan Review process.

Stormwater Management.

CP Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

CP Policy INF 3.1.6 Developer Responsibilities. *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

CP Policy INF 3.1.7 Level of Service (LOS) Standards. *Stormwater management LOS will be monitored through the provisions in the LDC design standards.*

Analysis: The applicant acknowledges the requirements for review and permitting thru separate agencies, as necessary. If approved, based on the proposed development, further analysis and evaluation will be conducted during the Site Plan Review process.

Streets and Access.

CP Policy MOB 1.1.1 Level of Service (LOS) Standards. *Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.*

Analysis:
Comments from Terri V. Malone, Engineering Program Coordinator, Transportation and Traffic Operations are included in the packet as a separate document.

Public School Facilities.

CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. *In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.*

Analysis: The FLUM amendment application named the schools within the district and stated the understanding that the development must meet the school level of service requirement of the adopted Interlocal Agreement with Escambia County. If approved the proposed development will be reviewed thru the Site Plan Review process for school concurrency.

Analysis of Suitability of Amendment for Proposed Use:

The suitability of a FLUM amendment for its proposed use requires an analysis of the characteristics of the site and its resources relative to Comprehensive Plan (CP) goals, objectives, and policies. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. Compliance with specific regulations and standards established by Escambia County, including those for public facilities and services, are evaluated during the development review processes prescribed by the LDC for approval of proposed development.

Impact on Land Use.

CP Policy FLU 1.3.1 Future Land Use Categories. *General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County.*

POLICIES FLU 3.1.1 Infrastructure Expenditures. Escambia County will limit the expenditure of public funds for infrastructure improvements or extensions that would increase the capacity of those facilities beyond that necessary to support the densities and intensities of use established by this plan unless such expenditures are necessary to implement other policies of this plan.

FLU 3.1.2 Water Facility Extensions. Escambia County will coordinate with potable water providers on any extensions of potable water facilities in the rural area.

FLU 3.1.3 FLUM Amendments. During consideration of FLUM amendments, Escambia County will consider the impacts of increased residential densities to the agriculture and silviculture industries as well as public facility maintenance and operation expenditures (i.e., roads, water, sewer, schools,) needed to serve the proposed development.

FLU 3.1.4 Rezoning. Escambia County will protect agriculture and the rural lifestyle of northern Escambia County by permitting rezoning to districts, allowing for higher residential densities in the Rural Community (RC) future land use category.

FLU 3.1.5 New Rural Communities. To protect silviculture, agriculture, and agriculture-related activities Escambia County will not support the establishment of new

rural communities.

Analysis: Under the AG FLU the maximum residential density is one dwelling unit per twenty acres; however, the applicant is concurrently applying for a rezoning from (Agr) Agriculture to (RR) Rural Residential. If the concurrent rezoning is approved, then the proposed amendment would be compatible with **CPP FLU 1.3.1**, as the RC FLU has a residential maximum density of two dwelling units per acre, which will accommodate the proposed development density.

Highway 97 is designated as a County minor arterial road and access to the site will be provided from this existing roadway; based on the general application language from the owner and the remote location of the proposed development, major infrastructure improvements will have to occur within the parcel to support the type of development proposed as is not available at this time, using the allowance for increased residential units under the proposed RC FLU; however, staff is not able to analyze or determine the level of impact or the necessary infrastructure improvements that will be required as identified in **FLU 3.1.1.** The applicant described the future need for septic tanks, as the area lacks public sewer service and identified ECUA as the potential solid waste provider. Ultimately, any proposed development allowed under the permitted uses for the requested zoning, will require review and approval thru the established Development Review process. The applicant did provide a letter from a representative of Molino Utilities, Inc, Randy Weaver, Operation Manager, that states that adequate pressure and volume exist to provide potable water and fire protection for the new housing development, addressing the requirements under **FLU 3.1.2.**

Based on the application language, this area was originally owned by the St. Regis Paper Company; research reflects that the Company's primary objective is to manage and sell timberland. If the property is identified as containing prime farmland, using the current County's definitions, at the time of review for any proposed development, the Comprehensive Plan and Land Development Code regulatory language that supports the protection of such farmland will be implemented, to address the requirements under **FLU 3.1.3**. Spatial analysis of the surrounding area illustrates the current growth-pattern in the area with a considerable amount of the parcels located South of Highway 97 used as single-family residences, in smaller lots, trending into a denser development; conversely, parcels North of Highway 97, are larger in size and mostly agricultural in nature, with minimal residential development.

Analysis of the overall long-range development trends and residential needs for the County suggest that future development within the semi-rural areas have already been identified and addressed by the adoption of the Escambia County Mid-West Sector Plan. The 15,000 acres Sector Plan layout results from analysis of demographics, market data, environmental resources, zoning and land uses, as well the identification of available infrastructure and public services. Based on those analysis, the existing adopted Sector Plan and the location of the proposed development, it is staff's opinion that supporting this amendment would be in contravention with the guidance of **FLU 3.1.5.**

Impact on Wellheads.

CP Policy CON 1.4.1 Wellhead Protection. *Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future*

public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

Analysis: The requirements for wellhead protection areas will be addressed at the time of specific project submittal during the Site Plan Review process; further permitting from outside agencies may be required.

Impact on Historically Significant Sites.

CP Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: The applicant did provide a document signed by Sam Wilford, Archeological Data Analyst from the State of Florida that identifies no cultural resources previously recorded in the area. The applicant is aware that additional information may be required at the time of project submittal.

Impact on the Natural Environment.

CP Policy CON 1.1.2 Wetland and Habitat Indicators. *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

CP Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

CP Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

CP Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC:*

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: Based on the National Inventory Map there appear to be wetlands on the subject parcel. The applicant did state that the proposed development will be submitted for Escambia County and FDEP review and approval. All standards and regulations within the Land Development Code and the Comprehensive Plan related to wetlands, habitat protection, stormwater requirements will apply and will be addressed at the time of specific project submittal thru the Site Plan Review process.

CP Objective FLU 1.3 Future Land Use Map Designations. *Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.*"

Analysis: The proposed RC FLU describes the intent to recognize existing residential development and neighborhood serving nonresidential activity through a compact development pattern that serves the rural and agricultural areas of Escambia County. FLU 3.1.5 New Rural Communities states that to protect silviculture, agriculture, and agriculture-related activities, Escambia County will not support the establishment of new rural communities. Based on analysis of the development as proposed, it's staff's opinion that the proposed activity would create a disorganized development pattern in a rural area. The proposed remote single-family subdivision would not discourage urban sprawl; it will be an automobile-dependent development with a single-use, not functionally related to the agriculture character of the area and will require the extension of public facilities and services in an inefficient manner, while at the same time failing to provide a clear separation between urban and rural uses. The County has already identified a transition area between the urban and rural areas in the North part of Escambia County; the adopted Sector Plan, as a long-range plan, does contain regulations based on common planning practices that provide for cohesive, sustainable development patterns using general principles of community design, economic development, transportation systems and the protection of the environment.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Division Manager**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

THRU: **David Forte, Division Manager**
Transportation & Traffic Operations Division

DATE: **June 6, 2018**

RE: **Transportation & Traffic Operations (TTO) Comments – LSA-2018-01**

TTO Staff has reviewed the Future Land Use change request for the 900 Block of Highway 97, agenda item for the Planning Board meeting scheduled for July 3, 2018. Please see the below comments.

Currently, there are no ongoing or programmed transportation projects on Highway 97 within the County's Capital Improvements Program. Likewise, there are no ongoing or programmed transportation projects on the adjacent segment of US 29 on FDOT's Work Program.

Highway 97 is classified as a minor arterial and has a year 2017 daily volume of 6,400 vehicles and a posted speed of 55 miles per hour (mph). There is an elementary school located near the project on Highway 97. During drop-off and pick-up times, speed is limited to 20 mph through the school zone. The other roadway, in the vicinity, of the project is US 29. US 29, in this area, is classified as a principal arterial with a year 2017 daily volume of 7,800 vehicles and a posted speed of 55 mph. South of Highway 97 on US 29, there is a roadway resurfacing and intersection improvement project scheduled to begin in the summer of 2019.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Jones, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director
Juan Lemos, CFM, Development Services Department

3363 WEST PARK PLACE • PENSACOLA, FLORIDA 32505 • 850-595-3404 • 850-595-3405 (FAX)

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Aug 7, 2018

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

✓ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: LARGE SCALE HWY 97

*Name: BUDDY PAGE

*Address: 5337 Hamilton Ln *City, State, Zip: Pace 32571

Email Address: bdpage1@att.net Phone: 2329853

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 8/7/2018

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2018-08

X In Favor _____ Against

~~OR~~ and

Regular Planning Board Meeting

Agenda Item Number/Description: Large Scale

*Name: Jacob Gilmore

*Address: 8284 Gibson Rd *City, State, Zip: Molino, FL 32577

Email Address: Jgilmore@gilmoreservices.com Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 9/7/18

Rezoning Quasi-judicial Hearing And OR **Regular Planning Board Meeting**

Rezoning Case #: 2-2018-08 **Agenda Item Number/Description:** Large Scale

✓ In Favor _____ Against

*Name: Eli H. Miller

*Address: 3980 Hwy 97 *City, State, Zip: Molino, FL 32577

Email Address: elimiller@jmillerconstruct.com Phone: 850-987-9126

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 8/7/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Large Scale

✓ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Stephen Campbell

*Address: 4390 Blueberry Ln. *City, State, Zip: Molino FL 32577

Email Address: Stephen-exitrealty@gmail.com Phone: 850-380-9635

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 8/7/18

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: _____

Agenda Item Number/Description: 5.A. Amend Sector Plan

✓ In Favor _____ Against

*Name: Tom Hammons

*Address: 3802 N. 15th St *City, State, Zip: Pensacola, FL 32505

Email Address: tom@selectdesign.com Phone: 434 2603

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 8/7/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: LSA-2018-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: LaDana Robinso

*Address: 1410 Hwy 97 *City, State, Zip: Molino FL 32577

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☑ Sign

Please indicate if you:

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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 9/7/18

Rezoning Quasi-judicial Hearing
Rezoning Case #: LSA-2018-01

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Cynthia Cole

*Address: 3101 Hwy 97 *City, State, Zip: Molino FL 32577

Email Address: _____ Phone: 850-587-5268

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Aug. 7, 2018

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

OR

Regular Planning Board Meeting

Agenda Item Number/Description: A –

_____ In Favor X Against

*Name: Jacqueline Rogers

*Address: _____ _____ *City, State, Zip: _____

Email Address: jacquelinearogers13@gmail.com Phone: _____

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 8/7/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: LSA-2018-01, OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Theresa Blackwell

*Address: _____ *City, State, Zip: _____

Email Address: _____ Phone: _____

Please indicate if you:

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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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PB
Case 5-A
Evidence from Applicant
Exhibit A

VIVA FLORIDA
Promoting Florida's History and Culture

The History of Molino

Pensacola has been a bustling port since its early years, but Escambia County's history isn't limited to its coastline. Located just 25 miles north of Pensacola, the town of Molino has played a vital role in the area's settlement and development. From its start as a Spanish mission in the 1700s, an important mill town during the Industrial Revolution, and into the modern era, Molino's history is the story of life in rural Florida and how it has changed over the years.

Date and Time:
2:00pm - 3:00pm January 25, 2014 - January 25, 2014

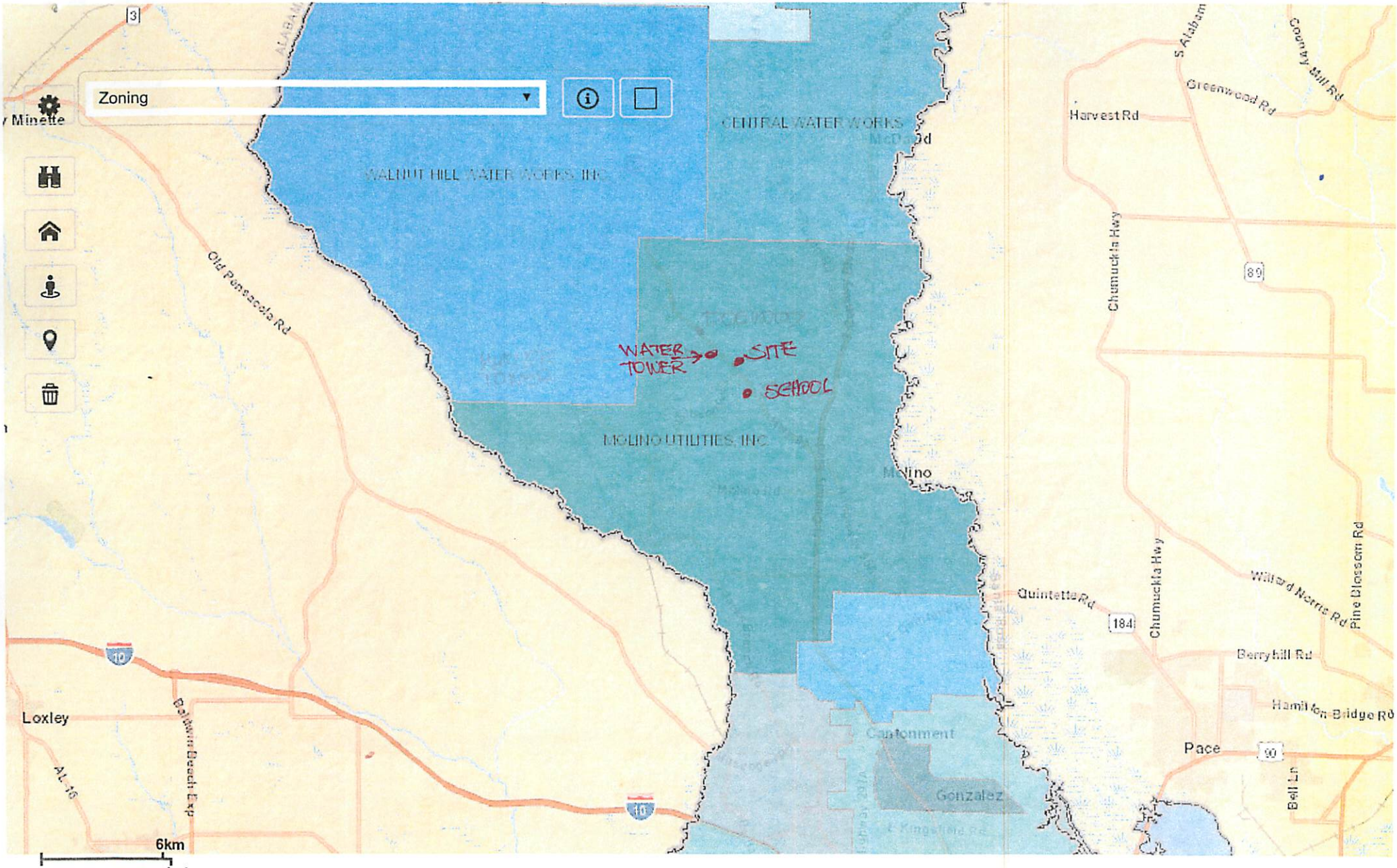
Venue
West Florida Public Library - Molino Branch
6450-A Highway 95A North
Molino, FL 32577

Free Event
Yes

Event Repeat Summary:

Contact Information:
Michael Lane
mlane@cityofpensacola.com
850-436-5060

Website
http://www.mywfpl.com


Zoning
CENTRAL WATER WORKS
WALNUT HILL WATER WORKS INC
MOLINO UTILITIES, INC
WATER TOWER
SITE
SCHOOL
Old Pensacola Rd
Harvest Rd
Greenwood Rd
Chumuckla Hwy
89
Quintette Rd
184
Willard Norris Rd
Pine Blossom Rd
Berryhill Rd
Hamilton Bridge Rd
Molino
Loxley
Cantonment
Pace
Gonzalez
Bell Ln
Baldwin Beach Expy
AL-16
10
6km
4mi

Google Maps 2111 FL-97

Image capture: Apr 2018 © 2018 Google

Molino, Florida

Google, Inc.

Street View - Apr 2018

799 FL-97

Image capture: Apr 2018 © 2018 Google

Molino, Florida

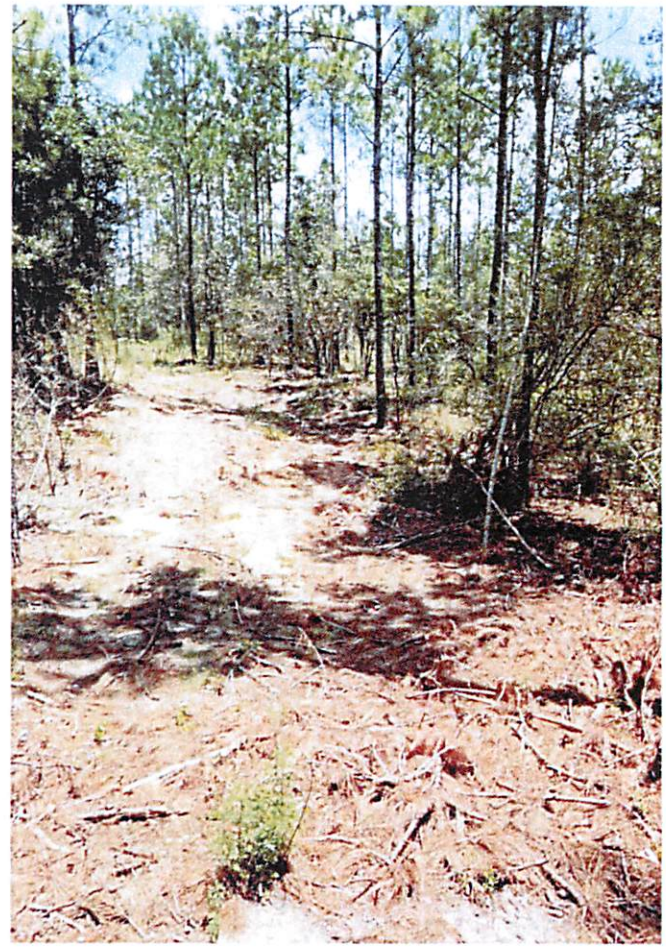
Google, Inc.

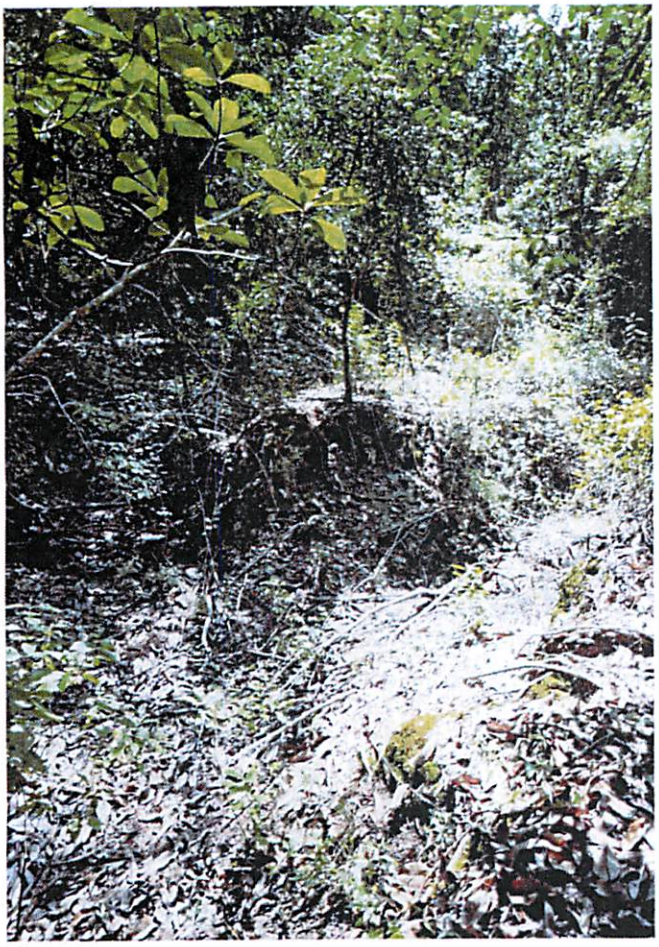
Street View - Apr 2018

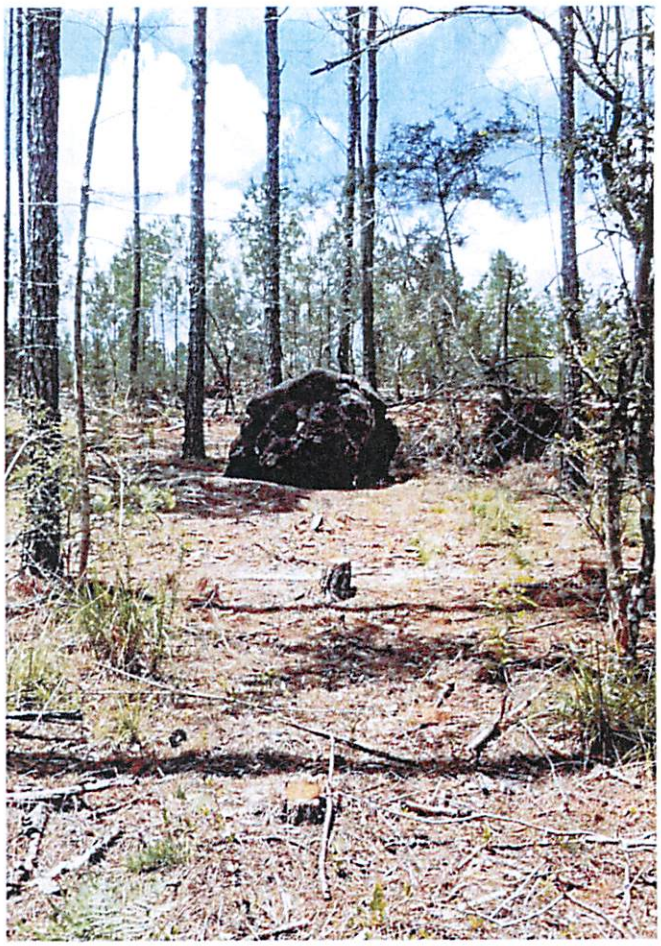
Molino Ball Park Entrance
Legend
MOLINO
BALL
PARK
Google earth
© 2018 Google
9.25 ft
N

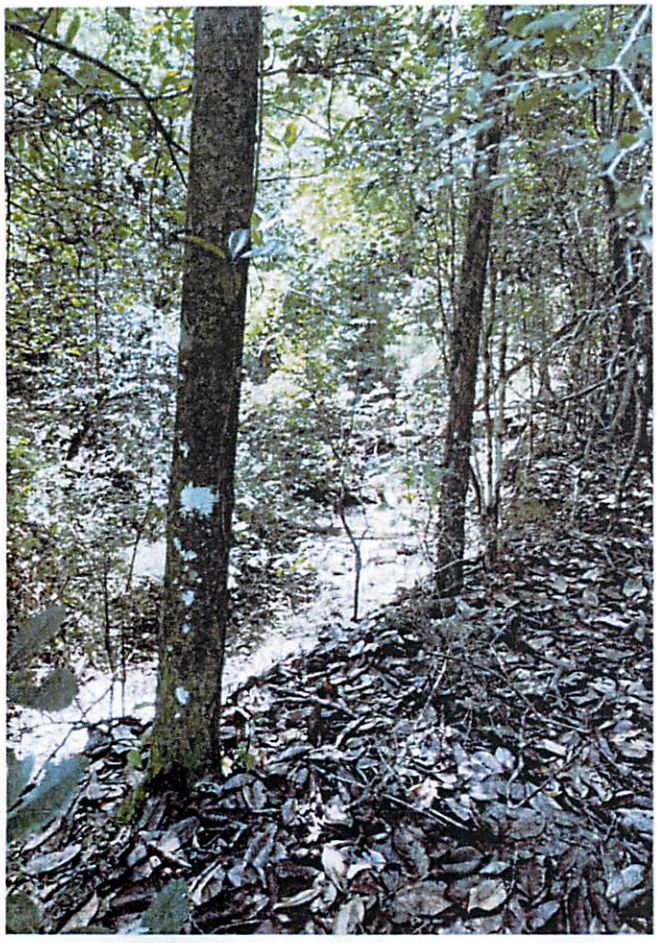
PB Case 5-A

Evidence from Applicant Exhibit B









LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: LSA-2018-01 Hwy 97

Date: 6/19/18

Date requested back by: 6/19/18

Requested by: JC Lemos

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by M Crawford

Date Received: 6/19/18

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

legally sufficient

ORDINANCE NUMBER 2018-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL, A PORTION OF WHICH IS LOCATED WITHIN SECTION 19, TOWNSHIP 3N, RANGE 31W, AND A PORTION OF WHICH IS LOCATED WITHIN SECTION 20, TOWNSHIP 3N, RANGE 31W, AND WHICH IS IDENTIFIED AS PORTION OF PARCEL ID NUMBERS 19-3N-31-1100-000-000 AND 20-3N-31-1000-000-000, PARCEL TOTALING 210.00 (+/-) ACRES AND LOCATED WEST OF THE INTERSECTION OF HIGHWAY 97 AND HIGHWAY 29 AND WITH AN ADDRESS OF 900 BLOCK HIGHWAY 97, FROM AGRICULTURAL (AG) TO RURAL COMMUNITY (RC); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2018-01."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

> A parcel of which is located within Section 19, Township 3N, Range 31W, and a portion of which is located within Section 20, Township 3N, Range 31W, and which is identified as portion of parcels ID numbers 19-3N-31-1100-000-000 and 20-3N-31-1000-000-000, parcel totaling 210.00 (+/-) acres and located West of the intersection of Highway 97 and Highway 29 and with an address of 900 Block Highway 97A, as more particularly described in the Boundary Survey produced by Michael Watts Austin, registered land surveyor from KJM Land Planning, LLC., dated 5/24/18, attached as Exhibit A, from Agriculture (AG) to Rural Community (RC).

Section 4. Severability

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

INTENTIONALLY LEFT BLANK

DRAFT

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

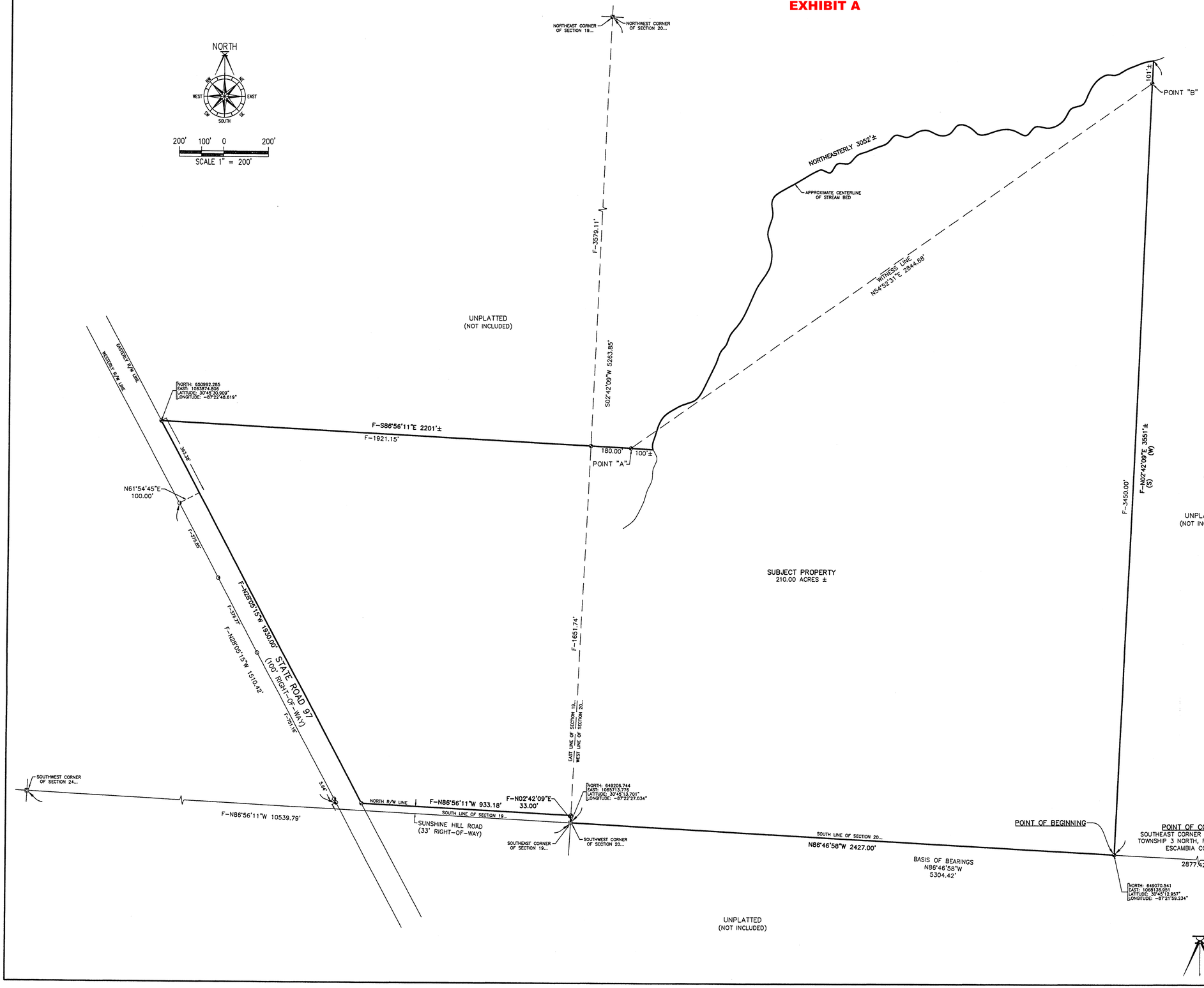
By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

EXHIBIT A



SURVEYORS NOTES:

- THIS SURVEY WAS PREPARED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.
- ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES STANDARD FOOT.
- NO TITLE RESEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED WITH SUCH.
- NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
- NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
- ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.
- ERROR OF CLOSURE MEETS STANDARDS OF PRACTICE.
- THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.
- BASIS OF BEARINGS: IS BASED ON THE STATE PLANE BEARING OF N86°46'58"W ALONG THE SOUTH LINE OF SECTION 19. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASE ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE) – (NAD83) – (2011) – (EPOCH 2010.0000).
- REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION; COPY OF ESCAMBIA COUNTY PROPERTY APPRAISERS MAP OF SECTIONS 19 & 20.
- ENCROACHMENTS ARE AS SHOWN.
- THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP NOR AN ENCROACHMENT OF FENCES, WALLS, ETC.
- THE CERTIFICATE OF AUTHORIZATION NUMBER FOR KJM LAND PLANNING, LLC., IS L.B. 7919.
- THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS & MAPPERS IN CHAPTER 5J–17.050, 5J–17.051 AND 5J–17.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DESCRIPTION: (AS PREPARED BY UNDERSIGNED AT CLIENTS REQUEST)

COMMENCE AT A 4"x4" ST. REGIS CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO NORTH 86 DEGREES 46 MINUTES 58 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 20 A DISTANCE OF 2877.42 FEET TO THE **POINT OF BEGINNING;**
THENCE CONTINUE NORTH 86 DEGREES 46 MINUTES 58 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 20 A DISTANCE OF 2427.00 FEET TO A PLAIN 3" DIAMETER CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID SECTION 20, BEING ALSO THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 31 WEST OF ESCAMBIA COUNTY, FLORIDA;
THENCE DEPARTING SAID SOUTH LINE GO NORTH 02 DEGREES 42 MINUTES 09 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 19 A DISTANCE OF 33.00 FEET TO THE INTERSECTION OF SAID EAST LINE AND THE NORTH RIGHT-OF-WAY LINE OF SUNSHINE HILL ROAD (33' R/W);
THENCE DEPARTING SAID EAST LINE GO NORTH 86 DEGREES 56 MINUTES 11 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 933.18 FEET TO THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 97 (100' R/W);
THENCE GO NORTH 28 DEGREES 05 MINUTES 15 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 97 A DISTANCE OF 1930.00 FEET;
THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE GO SOUTH 86 DEGREES 56 MINUTES 11 SECONDS EAST A DISTANCE OF 1921.15 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 20;
THENCE CONTINUE SOUTH 86 DEGREES 56 MINUTES 11 SECONDS EAST 180.00 FEET TO A POINT KNOWN AS POINT "A";
THENCE CONTINUE SOUTH 86 DEGREES 56 MINUTES 11 SECONDS EAST 100 FEET, MORE OR LESS, TO THE APPROXIMATE CENTERLINE OF A STREAM;
THENCE MEANDER NORTHEASTERLY ALONG SAID CENTERLINE A DISTANCE OF 3052 FEET, MORE OR LESS TO A POINT LYING NORTH 02 DEGREES 42 MINUTES 09 SECONDS EAST A DISTANCE OF 3551 FEET, MORE OR LESS OF THE **POINT OF BEGINNING;**
THENCE GO SOUTH 02 DEGREES 42 MINUTES 09 SECONDS WEST APPROXIMATELY 101 FEET TO A POINT KNOWN AS POINT "B", SAID POINT LYING NORTH 54 DEGREES 52 MINUTES 31 SECONDS EAST A DISTANCE OF 2844.68 FEET FROM THE AFOREMENTIONED POINT "A";
THENCE CONTINUE SOUTH 02 DEGREES 42 MINUTES 09 SECONDS WEST A DISTANCE OF 3450.00 FEET TO THE **POINT OF BEGINNING.** THE ABOVE DESCRIBED PARCEL OF LAND LYING AND BEING IN SECTIONS 19 AND 20, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 210.00 ACRES, MORE OR LESS.

LEGEND:

- ⊠ –FOUND 4"x4" CONCRETE MONUMENT L.B. #7277
- ⊠ –FOUND 4"x4" St. REGIS CONCRETE MONUMENT
- ⊠ –FOUND PLAIN 3" DIAMETER CONCRETE MONUMENT
- ◉ –FOUND 5/8" F.D.O.T. CAPPED IRON ROD
- ○ –FOUND 1/2" CAPPED IRON ROD L.B. #7174
- ○ –FOUND PLAIN 1/2" IRON ROD
- ◉ –FOUND PLAIN 1/2" IRON PIPE
- ⊗ –SET 1/2" CAPPED IRON ROD L.B. #7919

PSM –PROFESSIONAL SURVEYOR AND MAPPER
L.B. –LICENSED BUSINESS
R/W –RIGHT-OF-WAY
F –FIELD
± –MORE OR LESS

KJM Land Planning, LLC.
1616 W. Avery St.
Pensacola, FL 32501
850-438-0202 Fax 850-438-1307

ADDRESS: HIGHWAY 97 / SUNSHINE HILL ROAD							
REQUESTED BY:							
TYPE: BOUNDARY SURVEY							
SECTIONS 19 & 20, TOWNSHIP- 3 - NORTH, RANGE- 31 - WEST, ESCAMBIA COUNTY							
SCALE: 1"=200'		FIELD BOOK:	PAGE:	CREW:	FIELD DATE:	DRAWN BY:	CHECKED BY:
DATE: 03/13/18		N/A	N/A	NS/DB	03/09/18	JSP	
NO.:	DATE:	REVISIONS:					APPROVED BY:
1	03/24/18	REVISED LEGAL DESCRIPTION - JSP					

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

MICHAEL WATTS AUSTIN, PSM #5458
CORPORATE NO. LB 0007919
STATE OF FLORIDA
3/24/18

DRAWING NUMBER: 18-17531

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14709 **Growth Management Report 10. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 09/06/2018

Issue: 5:47 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending LDC Ch. 3, Structure Setbacks and Minimum Lot Widths

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

5:47 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending LDC, Chapter 3, Regarding Structure Setbacks and Minimum Lot Widths

That the Board of County Commissioners (BCC) cancel the 5:47 p.m., Public Hearing scheduled to review and adopt an Ordinance amending the Land Development Code (LDC), Chapter 3, to explain structure setbacks on lots with multiple street frontage, define minimum lot widths on small radius rights-of-way, and establish a minimum lot width within the Heavy Commercial and Light Industrial (HC/LI) zoning district.

BACKGROUND:

The Ordinance was previously consented on August 2, 2018, and advertised on July 20, 2018, for the August 7, 2018, Planning Board (PB) Meeting and the September 6, 2018, BCC Meeting. The Planning Board Meeting ended before the public hearing could be heard. This item will be placed on the September 4, 2018, Planning Board Meeting agenda.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14708 **Growth Management Report 10. 5.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 09/06/2018

Issue: 5:48 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending the DSM, Ch. 1 and LDC, Ch. 6, Definitions

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

5:48 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending the Design Standards Manual, Chapter 1, and Land Development Code, Chapter 6, Definitions

That the Board of County Commissioners (BCC) cancel the 5:48 p.m., Public Hearing scheduled to review and adopt an Ordinance amending the Design Standards Manual (DSM), Chapter 1, Engineering, concerning stormwater ponds, stormwater management plans, roadway designs, removing density bonuses and Land Development Code (LDC), Chapter 6, Definitions, adding a definition for conveyance systems.

BACKGROUND:

The Ordinance was previously consented on August 2, 2018, and advertised on July 23, 2018, for the August 7, 2018, Planning Board (PB) Meeting and the September 6, 2018, BCC Meeting. The Planning Board Meeting ended before the public hearing could be heard. This item will be placed on the September 4, 2018, Planning Board Meeting agenda.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14712 **Growth Management Report** **10. 1.**
BCC Regular Meeting **Action**
Meeting Date: 09/06/2018
Issue: Action Item - Hold Harmless Agreement for a Shore Protection Structure
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning a Hold Harmless Agreement for a Shore Protection Structure

That the Board review and approve a hold harmless agreement with Jeffrey and Cheryl Chambers, for construction of a seawall within Escambia County, Florida. The agreement will serve to hold the County, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

Pursuant to Sec. 119(4)(d)(2)(e), Florida Statutes, the applicant's address is confidential and has been redacted.

BACKGROUND:

The Escambia County Land Development Code (LDC) allows for construction of rigid shore protection structures along estuarine shorelines in **Section 4-5.5 (e)(4)b**:

b. Armored shorelines. Because the use of rigid shore protection structures, including riprap and rock revetments, may cause significant environmental impacts, and erosion of neighboring properties such structures may only be permitted within the shoreline protection zone where vegetative or other natural methods of shoreline stabilization have been determined by the county to not be practical. Prior to the construction of any new significant rigid shore protection structure the applicant shall submit the following to the county for review and approval:

1. Shoreline erosion statement. A description of the features of the site and adjacent area, and the proposed measures to be implemented for prevention of erosion and other adverse impacts to adjacent properties from the construction shall be provided.

2. Hold harmless agreement. An executed agreement, in a form approved by the County Attorney, to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

BUDGETARY IMPACT:

No budgetary impact is anticipated by approving this agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel are required for implementation of this agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the hold harmless agreement.

IMPLEMENTATION/COORDINATION:

This agreement will allow for permitting of the requested seawall.

Attachments

Release of Claims For Damages, Hold Harmless, and Indemnification Agreement

---

This document prepared by:
Pers Plus Inc. | Pedro R. Adonis (owner)
8178 Navarre Pkwy.
Navarre, FL 32566

(name and address)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

RELEASE OF CLAIMS FOR DAMAGES, HOLD HARMLESS,
AND INDEMNIFICATION AGREEMENT
(Husband and Wife)

THIS RELEASE OF CLAIMS FOR DAMAGES, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT (Agreement) is entered, by and between Jeffrey Chambers, and Cheryl Miller-Chambers, husband and wife, whose mailing address is [redacted] (Property Owner) and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County).

(Wherever used, the term "Property Owner" and "County" shall include singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns, when the context so admits or requires.)

WITNESSETH

WHEREAS, the Property Owner is the owner of property (Property) located in Escambia County, Florida, more particularly described as:

[redacted]

[ATTACH OR FILL-IN LEGAL DESCRIPTION]

WHEREAS, the Property Owner has applied to the County for a permit to construct a shore protection structure on the Property;

WHEREAS, Section 4-5.5, Escambia County Land Development Code, requires applicants who seek permits for construction of shore protection structures to provide certain protections to the County;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the Property Owner and the County agree as follows:

1. The above-recitals are true and correct and incorporated herein by reference.

2. The Property Owner shall release, indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, representatives, agents, and volunteers from any and all claims, suits, actions, damages, penalties, interests, liabilities and expenses, including costs and attorneys' fees, incurred in connection with the loss of life, bodily or personal injury, environmental damage, property damage, including the loss of use thereof, zoning or like issues, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with Property Owner's construction of a shore protection structure on the Property.

3. The Property Owner acknowledges that this Agreement constitutes an absolute bar to his recovery in any suit instituted on account of injury or damages to persons or the Property as a result of Property Owner's construction of a shore protection structure on the Property.

4. The Property Owner agrees to pay on behalf of the County a legal defense, which shall be done only if and when requested by the County, for all claims encompassed by this Agreement. Such payment on behalf of the County shall be in addition to any other legal remedies available to the County and shall not be considered its exclusive remedy.

5. The Property Owner warrants that he holds all right, title, and interest in the Property, and that no third-party joinder or consent is necessary to effectuate this Agreement as it relates to the Property.

6. This Agreement and the obligations contained herein shall run with the land and shall be binding on Property Owner's heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has made and executed this Agreement this 16th day of February, 2018.

PROPERTY OWNER

Witness _____
Print Name Pedro R. Adames

Witness _____
Print Name Adam Gisell

By: _____
(signature)
Cheryl Miller-Chambers
(printed name)

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 21 day of May, 20 18, by Cheryl Elese Miller-Chambers He/She ( ) is personally known to me, (✓) produced current FL Drivers License as identification.

AUDREY WADSWORTH
Commission # FF 981715
My Commission Expires
April 12, 2020

(Notary Seal)

Audrey Wadsworth
Signature of Notary Public

Audrey Wadsworth
Printed Name of Notary Public

Witness LAndrews
Print Name LIA ANDREWS

Witness Alexis Dunton
Print Name Alexis Dunton

By: Cheryl Elese Miller-Chambers
(signature)

Cheryl Elese Miller-Chambers
(printed name)

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 21 day of May, 20 18, by Lia Andrews & Alexis Dunton. He/She (✓) is personally known to me, ( ) produced current _____ as identification.

AUDREY WADSWORTH
Commission # FF 981715
My Commission Expires
April 12, 2020

(Notary Seal)

Audrey Wadsworth
Signature of Notary Public

Audrey Wadsworth
Printed Name of Notary Public

STATE OF Florida
COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 29th day of March, 2018, by Jeffrey Chambers. He/She ( ) is personally known to me, (X) produced current Drivers License as identification.

TERESA MANGIAPANE
MY COMMISSION # FF944562
EXPIRES: December 16, 2019

Signature of Notary Public

Teresa Mangiapane
Printed Name of Notary Public

(Notary Seal)

Witness
Print Name Pedro C. Adames

Witness
Print Name Adam G'Sell

By: (signature)
Jeffrey Chambers
(printed name)

STATE OF Florida
COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 29th day of March, 2018, by Pedro Adames, Adam G'Sell. He/She (X) is personally known to me, ( ) produced current _____ as identification.

Signature of Notary Public

TERESA MANGIAPANE
MY COMMISSION # FF944562
EXPIRES: December 16, 2019

Teresa Mangiapane
Printed Name of Notary Public

(Notary Seal)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this_____ day of _____, 20____, by _____. He/She (_) is personally known to me, (_) produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

Witness _____
Print Name Stephen G. West

Witness _____
Print Name Elizabeth A. Larrieu

By: _____
(signature)
Cheryl Miller - Chambers
(printed name)

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 18th day of July, 2018, by Cheryl Miller-Chambers. He/She (_) is personally known to me, (X) produced current FL Driver's License as identification.

ELIZABETH A. LARRIEU
MY COMMISSION # GG 050385
EXPIRES: March 23, 2021
Bonded Thru Budget Notary Services

_____
Signature of Notary Public

Elizabeth A. Larrieu
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Release of Claims for Damages, Hold Harmless, and Indemnification Agreement is executed this _____ day of _____ 20____, by _____, on behalf of Escambia County, Florida, as authorized by its Board of County Commissioners at a meeting on the _____ day of _____, 20____.

Escambia County, Florida, a political subdivision of the State of Florida

By:_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
(Deputy Clerk)

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: July 18, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14730 **Growth Management Report** **10. 2.**
BCC Regular Meeting **Action**
Meeting Date: 09/06/2018
Issue: Action Item - Hold Harmless Agreement for a Shore Protection Structure - 2017 Crown Point Boulevard
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning a Hold Harmless Agreement for a Shore Protection Structure

That the Board review and approve a hold harmless agreement with Mario Williams, for construction of a seawall at 2017 Crown Point Boulevard, Parcel I.D. # 15-2S-31-1100-025-001. The agreement will serve to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

BACKGROUND:

The Escambia County Land Development Code (LDC) allows for construction of rigid shore protection structures along estuarine shorelines in **Section 4-5.5 (e)(4)b**:

b. Armored shorelines. Because the use of rigid shore protection structures, including riprap and rock revetments, may cause significant environmental impacts, and erosion of neighboring properties such structures may only be permitted within the shoreline protection zone where vegetative or other natural methods of shoreline stabilization have been determined by the county to not be practical. Prior to the construction of any new significant rigid shore protection structure the applicant shall submit the following to the county for review and approval:

1. Shoreline erosion statement. A description of the features of the site and adjacent area, and the proposed measures to be implemented for prevention

of erosion and other adverse impacts to adjacent properties from the construction shall be provided.

2. Hold harmless agreement. An executed agreement, in a form approved by the County Attorney, to hold the county, its officers and employees harmless from any damages to persons or property that may result from authorized construction.

BUDGETARY IMPACT:

No budgetary impact is anticipated by approving this agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel are required for implementation of this agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the hold harmless agreement.

IMPLEMENTATION/COORDINATION:

This agreement will allow for permitting of the requested seawall.

Attachments

Release of Claims For Damages, Hold Harmless, and Indemnification Agreement

---

This document prepared by:

Wetland Sciences Inc.
3308 Gulf Beach Highway
Pensacola, FL 32507
(name and address)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

RELEASE OF CLAIMS FOR DAMAGES, HOLD HARMLESS,
AND INDEMNIFICATION AGREEMENT
(Individual Owner)

THIS RELEASE OF CLAIMS FOR DAMAGES, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT (Agreement) is entered, by and between Mario Williams (a single person), whose mailing address is 5939 Arch Avenue, Pensacola, FL 32526 (Property Owner) and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County).

(Wherever used, the term "Property Owner" and "County" shall include singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns, when the context so admits or requires.)

WITNESSETH

WHEREAS, the Property Owner is the owner of property (Property) located in Escambia County, Florida, more particularly described as:

Lot 25, Block A, The Preserve at Crown Pointe, a subdivision of Section 15 and 26, Township 2 South, Range 31 West, Escambia County, Florida according to plat thereof, as recorded in Plat Book 15, Page 84, of the Public Records of Escambia County.

The property owner warrants that at the time of this conveyance, the subject property is not his homestead within the meaning set forth in the constitution of the State of Florida, not is it contiguous to or a part of the homestead property.

WHEREAS, the Property Owner has applied to the County for a permit to construct a shore protection structure on the Property;

WHEREAS, Section 4-5.5, Escambia County Land Development Code, requires applicants who seek permits for construction of shore protection structures to provide certain protections to the County;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable

consideration, the sufficiency and receipt of which is acknowledged, the Property Owner and the County agree as follows:

1. The above-recitals are true and correct and incorporated herein by reference.
2. The Property Owner shall release, indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, representatives, agents, and volunteers from any and all claims, suits, actions, damages, penalties, interests, liabilities and expenses, including costs and attorneys' fees, incurred in connection with the loss of life, bodily or personal injury, environmental damage, property damage, including the loss of use thereof, zoning or like issues, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with Property Owner's construction of a shore protection structure on the Property.

3. The Property Owner acknowledges that this Agreement constitutes an absolute bar to his recovery in any suit instituted on account of injury or damages to persons or the Property as a result of Property Owner's construction of a shore protection structure on the Property.

4. The Property Owner agrees to pay on behalf of the County a legal defense, which shall be done only if and when requested by the County, for all claims encompassed by this Agreement. Such payment on behalf of the County shall be in addition to any other legal remedies available to the County and shall not be considered its exclusive remedy.

5. The Property Owner warrants that he holds all right, title, and interest in the Property, and that no third-party joinder or consent is necessary to effectuate this Agreement as it relates to the Property.

6. This Agreement and the obligations contained herein shall run with the land and shall be binding on Property Owner's heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has made and executed this Agreement this 22 day of August, 2018.

PROPERTY OWNER

Witness Patricia L Powell
Print Name PATRICIA L. POWELL

Witness Debra Rivers
Print Name DEBRA RIVERS

By: Mario Williams
(signature)
Mario Williams
(printed name)

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 22nd day of AUGUST, 2018, by MARIO WILLIAMS. He/She (✓) is personally known to me, (_) produced current _____ as identification.

PATRICIA L. POWELL
MY COMMISSION # FF 144905
EXPIRES: September 23, 2018
Bonded Thru Budget Notary Services

Patricia L Powell
Signature of Notary Public

PATRICIA L. POWELL
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Release of Claims for Damages, Hold Harmless, and Indemnification Agreement is executed this _____ day of _____ 20____, by _____, on behalf of Escambia County, Florida, as authorized by its Board of County Commissioners at a meeting on the _____ day of _____, 20____.

Escambia County, Florida, a political subdivision of the State of Florida

By: _____
_____, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
(Deputy Clerk)

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Aug. 29, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14691 **Growth Management Report** **10. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 09/06/2018
Issue: Schedule of Public Hearings
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

That the Board authorize the scheduling of the following Public Hearings:

October 4, 2018

5:45 p.m. - A Public Hearing to amend the Official Zoning map to include the following rezoning cases heard by the Planning Board on September 4, 2018.

Case No.:	**Z-2018-09**
Address:	1900 Block Tate Road
Property Reference No.:	27-1N-31-0802-002-002
From:	LDR, Low Density Residential district (four du/acre)
To:	LDMU, Low Density Mixed-use district (seven du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	5
Requested by:	Ronald Williams, Owner
Case No.:	**Z-2018-11**
Address:	Dogwood Place
Property Reference No.:	34-2S-30-0040-010-003
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	3
Requested by:	Gilbert Nelson, Owner
Case No.:	**Z-2018-13**

Address:	2335 Klinger Street
Property Reference No.:	18-1S-30-1201-005-005
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	4
Requested by:	Robert Beasley, Agent for Crosby Holdings, LLC, Owner

5:46 p.m. - A Public Hearing - Bridlewood Planned Unit Development

Summary: Rebol-Battle & Associates, Consulting Engineers, project agent and engineer, submitted a Master Plan and associated subdivision development plans for PUD approval. The proposed subdivision is located in Section 16, Township 1 South, Range 31 West and is currently mostly zoned LDR with a little portion of MDR. The site is located on the North side of Mobile Highway West of Klondike Road and East of Beulah Road. The project encompasses approximately 322.99 (+/-) acres total which also includes 221.82 acres of wetlands. The subject parcels are 16-1S-31-2000-513-005, 16-1S-31-2000-510-005, 16-1S-31-2000-600-005 and will include 388 lots.

5:47 p.m. - A Public Hearing - Lot Width Solution Ordinance

Summary: LDC amendment to specify minimum widths for new lots fronting curved rights-of-way.

5:48 p.m. - A Public Hearing - DSM Ordinance

Summary: Changes to Chapter 1, Design Standards Manual (DSM) Chapter 1, Engineering, concerning stormwater ponds, Minor Subdivisions, stormwater management plans, roadway design, removing a reference to density bonus. LDC, Chapter 6 definitions, adding definition for conveyance system.

5:49 p.m. - A Public Hearing - Perdido Land Fill - Renewal of Concrete Recycling Facility Permit

Summary: Review and approve, modify, or deny the renewal of a permit for a concrete recycling facility located at 13009 Beulah Road.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14654 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/06/2018
Issue: Extension of the 2018 Ad Valorem Tax Roll
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Extension of the 2018 Ad Valorem Property Tax Roll - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve extending the 2018 Ad Valorem Property Tax Roll prior to the completion of the Value Adjustment Board hearings to afford the taxpayers of Escambia County the opportunity to pay their taxes during each of the four discount periods, as allowed by Florida Statute 197.323.

BACKGROUND:

By extending the tax roll it allows the Tax Collector the ability to collect property taxes for the various taxing authorities beginning November 1, 2018 even if the Value Adjustement Board hearings have not been completed. This will give taxpayers the ability to pay their property taxes during any of the four discount periods.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

2018 Tax Roll Extension

Scott Lunsford, CFC · Escambia County Tax Collector
(850) 438-6500 · Post Office Box 1312 · Pensacola, Florida 32591 · EscambiaTaxCollector.com

August 3, 2018

Hon. Jeff Bergosh, Chair
Escambia County Board of Commissioners
Post Office Box 1591
Pensacola, FL 32591-1591

Dear Commissioner Bergosh:

This letter is being submitted as a formal request of the Board of County Commissioners to extend the 2018 ad valorem property tax roll prior to completion of the Valuation Adjustment Board hearings. It is important to afford the taxpayers of Escambia County the opportunity to pay their taxes during each of the four discount periods allowed by law. Prompt action by the Board will ensure this. This extension also will allow the collection of revenue for the various taxing authorities to begin November 1, 2018. Authority for early extension of the tax roll is provided for in F.S. 197.323. Thank you.

Sincerely,

Scott Lunsford, CPM, CFC

/cmy

cc: Jack Brown, County Administrator
Chris Jones, Property Appraiser
Amy Lovoy, Assistant County Administrator
Allison Rogers, County Attorney

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14627 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/06/2018

Issue: Noise Waiver for the Fireworks Display at the Mizura Wedding Reception October 13, 2018
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Limited Waiver of the Escambia County Noise Abatement Ordinance for the October 13th Fireworks Display for the Mizura Wedding Reception - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, allowing the number of sound decibels to exceed 70 dbA (sound level measurement when measured by a sound level meter at or within the property boundary of the receiving land use) for the Fireworks Display from offshore in front of Margaritaville Beach Hotel on Pensacola Beach for the Mizura Wedding Reception on October 13, 2018, from 9:45 p.m., to 10:00 p.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order. On

July, 23, 2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption. Upon Board approval, the Escambia County Sheriff's Office and the Fire Prevention Division of Fire Rescue will be notified of the issuance of this waiver.

Attachments

Application
Site Diagram

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

1808157745E

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331	
Owner's Name: Lansden E Hill, Jr.		Phone Number: 423-494-4202	
Owner's Address: P.O. Box 1776			
City: LaFollette	State: TN	Zip Code: 37766	
Job Address: Offshore in front of Margaritaville Beach Hotel-165 Fort Pickens Rd Pensacola Beach, FL 32562		Lot or Apt. Number:	

Limited Waiver Section Only

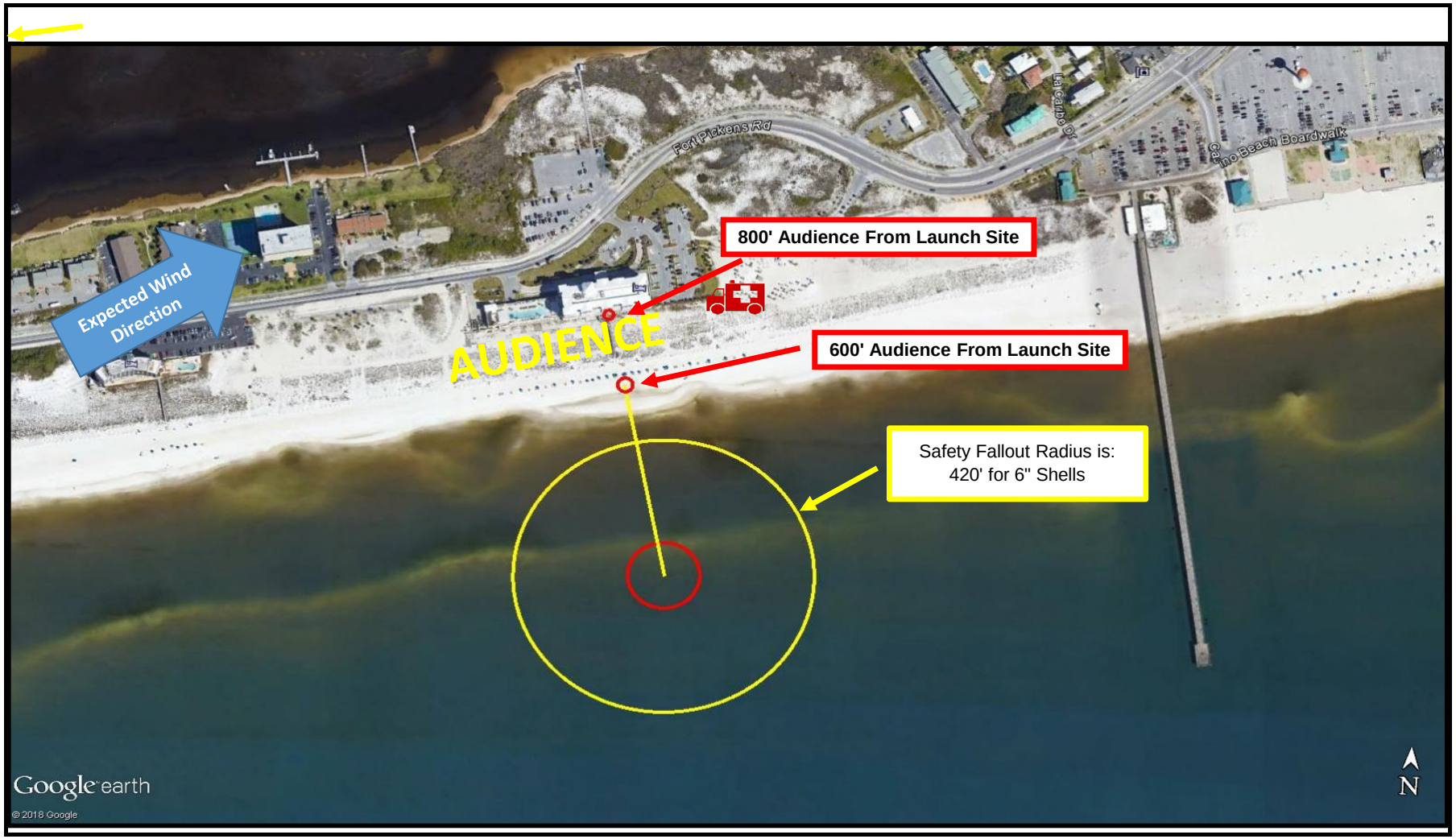
Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity:	*Description of Activity:*
10-13-2018	Wedding - Mary Mizura fireworks display.
Beginning Time: 9:45PM / *Ending Time:* 10:00PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	*Date:* 8/21/2018
Applicant Signature: Jennifer E Hill	



PYRO SHOWS

Show Name:	Wedding-Mizura, Mary Mizura Wedding	Maximim Shell Size:	6"
Show Location:	Off shore- in front of Margaritaville Beach Hotel- 165 Fort Pickens Road Pensacola Beach, FL 32562	Safety Fallout Radius:	420'
Show Date:	Saturday, October 13, 2018	Storage Required:	No
Show Time	9:45 PM	Diagram Created:	Tuesday, July 17, 2018
Rain Date:	N/A	Created By:	LEH/sb

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14702 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/06/2018

Issue: Amendment to the Veterinary Technology Program Agreement between Escambia County and Pensacola State College
From: John Robinson, Division Manager
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Amendment to the Veterinary Technology Program Agreement between Escambia County, Florida, and Pensacola State College Allowing Escambia County Animal Shelter Veterinary Clinic to be used for Veterinary Technician Students - John Robinson, Animal Services Manager

That the Board, subject to Legal review and sign-off, approve and authorize the Chairman to sign the Amendment between Escambia County, Florida, and Pensacola State College to allow the Escambia County Animal Shelter Veterinary Clinic to be used as a clinical rotation site for veterinary technician students studying at Pensacola State College.

BACKGROUND:

Pensacola State College requires their veterinary technician students to complete clinical rotations each semester to get college credit towards their veterinary technician certification. Students rotate through four different hospital locations during their tenure as a veterinary technician student. Pensacola State College would like to add the Escambia County Animal Shelter Veterinary Clinic as one of these sites for clinical rotation. The goal of Pensacola State College is to have their students learn all aspects of veterinary medicine including the importance of preventative shelter medicine and the rehabilitation of animals that have been abused and neglected with the county. By partnering with Pensacola State College, the Escambia County Animal Shelter will receive multiple benefits including, but not limited to, assistance in their veterinary clinic, raise awareness of the need for qualified personnel in shelter environments, and the ability to recruit potential employees.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This Amendment to Veterinary Technology Program Agreement will be reviewed for approval by Meredith D. Crawford, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

PSC Agreement

AMENDMENT TO VETERINARY TECHNOLOGY PROGRAM AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND PENSACOLA STATE COLLEGE

THIS AMENDMENT ("Amendment") is made and entered into between The District Board of Trustees of Pensacola State College, Florida ("College") and Escambia County, Florida, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, College and County entered into a Veterinary Technology Program Agreement on August 9, 2016 ("Agreement"), and desire to continue the Program pursuant to the terms and conditions of the Agreement as amended hereby; and

WHEREAS, the Board of County Commissioners finds it is in the best interest of the health, safety, and welfare of the citizens of Escambia County for the County's animal shelter to continue to serve as a qualified facility where College students obtain the Program's requisite clinical experience; and

WHEREAS, it is to the mutual benefit of the parties for the Program to continue pursuant to the terms and conditions of the Agreement as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended as follows:

1. Paragraph 4 is hereby replaced with the following:

   4. **Term**. Unless earlier terminated as provided herein, this Agreement shall continue through and until September 30, 2021, and shall thereafter automatically renew for an additional three-year term.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

3. This Amendment shall become effective on the date last executed.

IN WITNESS WHEREOF, College and County have made and executed this Amendment on the respective dates under each signature:

COLLEGE:
The District Board of Trustees
of Pensacola State College, Florida, the governing body of an agency of the State of Florida

By: _____
C. Edward Meadows, President

Date: 8/15/2018

Approved as to Form:

By _____
Thomas J. Gilliam, Jr., General Counsel
Pensacola State College

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

By: _____
Jeff Bergosh, Chairman

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: CH Crawford, ACA
Date: 8/22/18

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14663 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/06/2018
Issue: 2018 Escambia County Transit Asset Management Plan and Performance Measures
From: Mike Crittenden, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2018 Escambia County Transit Asset Management Plan, Performance Measures and Targets - Mike Crittenden, Mass Transit Director

That the Board take the following action:

A. Approve and adopt the 2018 Escambia County Transit Asset Management Plan, Performance Measures and Targets prepared by the Mass Transit Department; and

B. Direct the Mass Transit Director to provide copies to the FTA and other appropriate agencies.

Escambia County Transit Performance Measures			
Asset Category	Performance Measures	Performance Targets	Comments
Rolling Stock All revenue vehicles	Age - % of revenue vehicles within a particular asset class that have met or exceed their Useful Life Benchmark.	Vans - reduce by 0% of current inventory.	Benchmarks have been set for each class of vehicle based on its current active inventory.
		Cutaway Buses - reduce by 0% of current inventory.	
		Body-on-Chassis - reduce by 0% of current inventory.	
		Full size buses - reduce by 3% of current inventory.	
Equipment Non-revenue vehicles	Age - % of service vehicles that have met or exceed their Useful Life	Overall reduction of the current inventory by 10%.	Equipment is defined as nonexpendable, tangible property, having a useful life of at least one

Vehicles	their Useful Life Benchmark.		year. Escambia County will inventory All Vehicles.
Facilities	Condition - % of facilities with a condition rating below 3.0 on the FTA Transit Economic Requirement Modal (TERM) Scale.	No more than 20% of FTA-funded facilities to have a rating of below 3.0 (Good) condition.	Escambia County will only rate FTA-funded facilities.

BACKGROUND:

The FTA provides financial assistance to improve, maintain, and operate existing systems and oversees grants to state and local transit providers. The Moving Ahead for Progress in the 21st Century Act (MAP-21) and Fixing America's Surface Transportation Act (FAST) required the Federal Transit Administration (FTA) to develop a rule to establish a strategic and systematic process of operating, maintaining and improving public transportation assets effectively through their life cycle.

On July 26, 2016, FTA published the Transit Asset Management (TAM) Final Rule, amending 49 Code of Federal Regulations Parts 625 and 630, which requires grantees to develop asset management plans by October 1, 2018. The final rule requires transit agencies to establish a system to monitor and manage public transportation assets that improve safety and increase reliability and performance, and to establish performance measures. One of the nine elements required by the rule is that each transit agency identify their asset management policy and goals that align with their strategic plan.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Mass Transit staff will liaise with FTA staff on the implementation of the TAM plan.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan - Mass Transit Element.

IMPLEMENTATION/COORDINATION:

Mass Transit staff will ensure compliance with the TAM Plan and any changes are submitted to the Board prior to implementation. Mass Transit staff will ensure that TAM Plan is forwarded to the FTA upon adoption by the Board.

Attachments

FTA TAM Fact Sheet

ECAT Transit Asset Management Plan

FEDERAL TRANSIT ADMINISTRATION

Transit Asset Management

Noticed of Proposed Rulemaking Fact Sheet

The Moving Ahead for Progress in the 21st Century Act (MAP-21) requires the Secretary to develop rules to establish a system to monitor and manage public transportation assets to improve safety and increase reliability and performance, and to establish performance measures. On September 30, 2015, FTA published the Transit Asset Management (TAM) Notice of Proposed Rulemaking (NPRM). You may view the NPRM and submit comments to docket number FTA-2014-0020 at http://www.gpo.gov/fdsys/pkg/FR-2015-09-30/pdf/2015-24491.pdf. The deadline for submitting comments is November 30, 2015.

State of Good Repair

The purpose of the NPRM is to help achieve and maintain a state of good repair (SGR) for the nation's public transportation assets. Transit asset management is a business model that uses transit asset condition to guide the optimal prioritization of funding. Currently, there is an estimated $85.9 billion transit SGR backlog.

The proposed regulations, once final, would apply to all Transit Providers that are recipients or subrecipients of Federal financial assistance under 49 U.S.C. Chapter 53 and own, operate, or manage transit capital assets.

Proposed State of Good Repair Definition: The condition in which a capital asset is able to operate at a full level of performance. A capital asset is in a state of good repair when that asset:

1. Is able to perform its designed function,
2. Does not pose a known unacceptable safety risk, and
3. Its lifecycle investments must have been met or recovered.

TAM Plans (Proposed)

Tier I vs. Tier II Applicability

The NPRM proposes grouping providers into two categories, Tier I and Tier II.

Tier I	Tier II
Operate > 100 vehicles in peak revenue service, **or** Operate rail fixed-guideway public transportation systems	Operate ≤ 100 vehicles in peak revenue service, **and** Do not operate rail fixed-guideway public transportation systems **or** Receive federal funds exclusively from §5310 or §5311 programs

TAM Plan Elements

The following graphic shows the TAM Plan elements that are required by each category of provider. Since Tier II providers generally operate less complex systems, their TAM Plan requirements are not as extensive.

1. Inventory of Capital Assets 2. Condition Assessment 3. Decision Support Tools 4. Investment Prioritization	Tier I & II
5. TAM and SGR Policy 6. Implementation Strategy 7. List of Key Annual Activities 8. Identification of Resources 9. Evaluation Plan	Tier I Only

Plan Responsibility

Tier I providers must develop and carry out their own TAM plans. Tier II providers may develop their own plans or participate in a Group Plan, which is compiled by a Group Plan Sponsor (generally the State DOT or designated §5307 or §5310 recipient). Each Transit Provider must designate an Accountable Executive to ensure that the necessary resources are available to carry out the TAM plan and the Transit Agency Safety Plan, regardless of whether it develops its own TAM Plan or participates in a Group Plan.

Proposed Accountable Executive Definition: A single, identifiable person who has ultimate responsibility for carrying out the Safety Management System of a public transportation agency; responsibility for carrying out transit asset management practices; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Performance Measurement (Proposed)

Asset performance would be measured by asset class, which means a subgroup of capital assets within an asset category. The following are the proposed performance measures for each of the four proposed asset categories:

Asset Category	Classes Measured	Performance Measures
Rolling Stock	*All revenue vehicles*	Percentage of revenue vehicles within a particular asset class that have either met or exceeded their useful life benchmark (ULB)
Facilities	*All buildings or structures*	Percentage of facilities within an asset class, rated below 3 on the Transit Economic Requirements Model (TERM) scale (1=poor to 5=excellent)
Infrastructure	*Rail fixed-guideway track, signals, and systems*	Percentage of track segments, signal, and systems with performance restrictions
Equipment	*Non-revenue vehicles*	Percentage of vehicles that have met or exceeded their ULB

Proposed Useful Life Benchmark Definition: The expected lifecycle of a capital asset for a particular Transit Provider's operating environment, or the acceptable period of use in service for a particular Transit Provider's operating environment

Targets Required (Proposed)

Targets should be set by each transit provider or TAM plan sponsor for each applicable asset class for the coming year. Initial targets must be set within 3 months of the issuance of the final rule and then every fiscal year thereafter. It is recognized that Transit Providers may not have complete data while setting initial targets. To the extent feasible, targets should be supported by data such as the most recent condition data and reasonable financial projections for the future, but the overall end goal is to be in a system-wide SGR.

Timeframes/Reporting (Proposed)

TAM Plans

A TAM plan must be updated in its entirety at least every 4 years, and it must cover a horizon period of at least 4 years. An initial TAM plan must be completed no later than 2 years after the effective date of this part.

NTD

Each entity developing a TAM Plan will have to report annually to FTA's National Transit Database (NTD). This submission should include: (1) projected targets for the next fiscal year; (2) condition assessments and performance results; and (3) a narrative report on changes in transit system conditions and the progress toward achieving previous performance targets.

Additional Information

Mshadoni Smith (Mshadoni.Smith@dot.gov)

NPRM Docket Number: FTA-2014-0020, **RIN #** 2132-AB07

Comments will be accepted on the NPRM through November 30, 2015.

Escambia County Transit Asset Management Plan

ESCAMBIA COUNTY AREA TRANSIT

October 2018

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Executive Summary

Transit Asset Management Plan (TAMP) Policy

Escambia County Area Transit (ECAT) has developed this TAMP to aide in: (1) Assessment of the current condition of capital assets; (2) determine what condition and performance of its assets should be (if they are not currently in a State of Good Repair); (3) identify the unacceptable risks, including safety risks, in continuing to use an asset that is not in a State of Good Repair; and (4) deciding how to best balance and prioritize reasonably anticipated funds (revenues from all sources) towards improving asset condition and achieving a sufficient level of performance within those means. Through this document, the ECAT Transit Asset Management Plan covers a moving five-year horizon, which will be evaluated and updated annually.

Agency Overview

In 1971, Escambia County assumed operations of the privately-owned public transportation system that originated in 1884 for the greater Pensacola area. Today, the Escambia County Board of County Commissioners provides transit services through Escambia County Area Transit (ECAT). ECAT provides fixed-route bus service in the Pensacola-FL Urbanized area, including specialized services such as the University of West Florida (UWF) On-Campus Trolley, the Beach Trolley, and the Jury Trolley, as well as paratransit service countywide.

Section 1: Introduction & Applicability

Introduction

In accordance with 49 CFR Parts 625 and 630 for Transit Asset Management (TAM), Escambia County is the TAM sponsor for the Section 5307 Formula Grant in the Pensacola Urbanized Area, 5339 Bus and Bus Facilities, 5310 Enhanced Mobility for Seniors and Individuals with Disabilities or other federal grants received by Escambia County/ECAT. This document presents Escambia County's methodology for ECAT's October 1, ^{2018} performance targets and measures of capital assets.

ECAT is currently operating as a FTA-defined *Tier II* transit operator in compliance with (49 CFR § 625.45 (b)(1). Tier II transit providers are those transit agencies that do not operate rail fixed-guideway public transportation systems and have either 100 or fewer vehicles in fixed-route revenue service during peak regular service, or have 100 or fewer vehicles in general demand response service during peak regular service hours.

This TAMP provides and outlay of how ECAT will assess, monitor, and report the physical condition of assets utilized in the operation of the public transportation system.

Roles and Responsibilities

ECAT has identified the roles and responsibilities of the management staff that will developed and implement the ECAT Transit Asset Management Plan.

Department/Individual	Role (Title and/or Description)
Mike Crittenden	Director of Mass Transit
Tonya Ellis	Transit Division Manager
Colette Wiedeman	Transit Accounting Manager
Ted Woolcock	Program Manager Transit Safety
Greg Thomas	Program Manager Operations
Jim Belcher	Program Manager Fleet Maintenance

TAMP Elements

As a Tier II public transportation provider, ECAT has developed and implemented a TAMP containing the following elements:

(1) Asset Inventory Portfolio: An inventory of the number and type of capital assets to include: Rolling Stock, Facilities, and Equipment.

(2) Asset Condition Assessment: A condition assessment of those inventoried assets for which Escambia County/ ECAT has direct ownership and capital responsibility.

(3) Decision Support Tools & Management Approach: A description of the analytical processes and decision-support tools that ECAT uses to estimate capital investment needs over time, and develop its investment prioritization.

(4) Investment Prioritization: ECAT's project-based prioritization of investments, developed in accordance with 49 CFR §625.33.

GBM shall establish annual TAM goals, which are separate from annual SGR performance goals, based upon tangible criteria related to asset performance. GBM has establish the following baseline measures. ECAT's TAM goals include monitoring the following objectives, the means of measuring, the goal as it compares to actuals.

Goals	Objectives
Proactive Budget Planning	Agency departments working together for annual capital project planning.
	Increase Budget forecasting out to five years to optimize capital investment and maintenance decisions.
Improve transparency and accountability	Maintain SGR levels to improve system performance (reduce possible missed runs due to breakdowns)
	Reduce maintenance costs

Definitions

Accountable Executive: A single, identifiable person who has ultimate responsibility for carrying out the safety management system of a public transportation agency; responsibility for carrying out transit asset management practices; and control or direction over the human and capital resources needed to develop and maintain the agency's transit asset management plan in accordance with 49 U.S.C. 5326. The Mass Transit Director is the designated Accountable Executive for the ECAT Transit Asset Management Plan.

Asset Category: A grouping of asset classes, including a grouping of equipment, a grouping of rolling stock, a grouping of infrastructure, and a grouping of facilities.

Asset Class: A subgroup of capital assets within an asset category. For example, buses, trolleys, and cutaway vans are all asset classes within the rolling stock asset category.

Asset Inventory: A register of capital assets, and information about those assets.

Capital Asset: A unit of rolling stock, a facility, a unit of equipment, or an element of infrastructure used for providing public transportation.

*Decision Support Tool: A*n analytic process or methodology: (1) To help prioritize projects to improve and maintain the state of good repair of capital assets within a public transportation system, based on available condition data and objective criteria; or (2) To assess financial needs for asset investments over time.

*Direct Recipient: A*n entity that receives Federal financial assistance directly from the Federal Transit Administration.

*Equipment: A*n article of nonexpendable, tangible property having a useful life of at least one year.

Exclusive-Use Maintenance Facility: A maintenance facility that is not commercial and either owned by a transit provider or used for servicing their vehicles.

Facility: A building or structure that is used in providing public transportation.

Full Level of Performance: The objective standard established by FTA for determining whether a capital asset is in a state of good repair.

Horizon Period: The fixed period of time within which a transit provider will evaluate the performance of its TAM plan. FTA standard horizon period is four years.

Implementation Strategy: A transit provider's approach to carrying out TAM practices, including establishing a schedule, accountabilities, tasks, dependencies, and roles and responsibilities.

Infrastructure: The underlying framework or structures that support a public transportation system.

Investment Prioritization: A transit provider's ranking of capital projects or programs to achieve or maintain a state of good repair. An investment prioritization is based on financial resources from all sources that a transit provider reasonably anticipates will be available over the TAM plan horizon period.

Key Asset Management Activities: A list of activities that a transit provider determines are critical to achieving its TAM goals.

Life-Cycle Cost: The cost of managing an asset over its whole life.

Performance Measure: An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets (*e.g.,* a measure for on-time performance is the percent of trains that arrive on time, and a corresponding quantifiable indicator of performance or condition is an arithmetic difference between scheduled and actual arrival time for each train).

Performance Target: A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Public Transportation System: The entirety of a transit provider's operations, including the services provided through contractors.

Public Transportation Agency Safety Plan: A transit provider's documented comprehensive agency safety plan that is required by 49 U.S.C. 5329.

Recipient: An entity that receives Federal financial assistance under 49 U.S.C. Chapter 53, either directly from FTA or as a subrecipient.

Rolling Stock: A revenue vehicle used in providing public transportation, including vehicles used for carrying passengers on fare-free services.

Service Vehicle: A unit of equipment that is used primarily either to support maintenance and repair work for a public transportation system or for delivery of materials, equipment, or tools.

State of Good Repair (SGR): The condition in which a capital asset is able to operate at a full level of performance.

Subrecipient: An entity that receives Federal transit grant funds indirectly through a State or a direct recipient.

TERM Scale: The five (5) category rating system used in the Federal Transit Administration's Transit Economic Requirements Model (TERM) to describe the condition of an asset: 5.0—Excellent, 4.0—Good; 3.0— Adequate, 2.0—Marginal, and 1.0—Poor.

Tier I Provider: A recipient that owns, operates, or manages either (1) one hundred and one (101) or more vehicles in revenue service during peak regular service across all fixed route modes or in any one non- fixed route mode, or (2) rail transit.

Tier II Provider: A recipient that owns, operates, or manages (1) one hundred (100) or fewer vehicles in revenue service during peak regular service across all non-rail fixed route modes or in any one non-fixed route mode, (2) a subrecipient under the 5311 Rural Area Formula Program, (3) or any American Indian tribe.

Transit Asset Management (TAM): The strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs

over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation.

Transit Asset Management (TAM) Plan: A plan that includes an inventory of capital assets, a condition assessment of inventoried assets, a decision support tool, and a prioritization of investments.

Transit Asset Management (TAM) Policy: A transit provider's documented commitment to achieving and maintaining a state of good repair for all of its capital assets. The TAM policy defines the transit provider's TAM objectives and defines and assigns roles and responsibilities for meeting those objectives.

Transit Asset Management (TAM) Strategy: The approach a transit provider takes to carry out its policy for TAM, including its objectives and performance targets.

Transit Asset Management (TAM) System: A strategic and systematic process of operating, maintaining, and improving public transportation capital assets effectively, throughout the life cycles of those assets.

Transit Provider (provider): A recipient or subrecipient of Federal financial assistance under 49 U.S.C. Chapter 53 that owns, operates, or manages capital assets used in providing public transportation.

Useful life: Either the expected life cycle of a capital asset or the acceptable period of use in service determined by FTA.

Useful life benchmark (ULB): The expected life cycle or the acceptable period of use in service for a capital asset, as determined by a transit provider, or the default benchmark provided by FTA.

State of Good Repair (SGR) Standards Policy

The ECAT SGR policy is as follows:
A capital asset is in a state of good repair (SGR) when each of the following objective standards is met:

1. If the asset is in a condition sufficient for the asset to operate at a full level of performance. An individual capital asset may operate at a full level of performance regardless of whether or not other capital assets within a public transportation system are in a SGR;
2. The asset is able to perform its manufactured design function;
3. The use of the asset in its current condition does not pose an identified unacceptable safety risk and/or deny accessibility; and
4. The assets life-cycle investment needs have been met or recovered, including all scheduled maintenance, and rehabilitation.

The TAMP allows ECAT to predict the impact of its polices and investment justification decisions on the condition of its assets throughout the asset's life cycle, and enhances the ability to maintain a SGR by proactively investing in an asset before the asset's condition deteriorates to an unacceptable level.

ECAT has developed its SGR policies to account for the prevention, preservation, maintenance, inspection, rehabilitation, disposal, and replacement of capital assets. The goal of these policies is to allow ECAT to determine and predict the cost to improve asset condition(s) at various stages of the asset life cycle, while

balancing prioritization of capital, operating and expansion needs. The two foundational criteria of SGR performance measures are *Useful Life Benchmark* (ULB) and *Condition*.

Useful Life Benchmark:

The Useful Life Benchmark (ULB) is defined as the expected lifecycle of a capital asset for a particular transit provider's operating environment, or the acceptable period of use in service for a particular transit provider's operating environment. ULB criteria are user defined, whereas ULB takes into account, a provider's unique operating environment (service frequency, weather, geography). When developing Useful Life Benchmarks (ULB), ECAT recognized and took into account the local operating environment of its assets within the service area, historical maintenance records, manufacturer guidelines, and the default asset ULB derived from the FTA. In most cases, if an asset exceeds its ULB, then it is a strong indicator that it may not be in a state of good repair.

Section 2: Asset Inventory Portfolio

Asset Inventory

The following capital asset items that Escambia County owns, operates and has a direct capital responsibility, included in the TAMP asset inventory, are comprised of: Rolling Stock, Equipment , and Facilities (see below).

Asset Inventory Summary				
Asset Category	**Total Number**	**Avg. Age**	**Avg. Mileage**	**Avg. Value**
Revenue Vehicles	**71**	**6.4**	**241,594**	**$203,012.34**
BU - Bus	31	9.7	395,060	$342,346.74
CU - Cutaway Bus	31	3.2	130,744	$78,746.03
MB - Mini-bus	2	4.0	125,430	$65,000.00
MV - Mini-van	2	4.0	109,936	$65,000.00
RT - Rubber-tire Vintage Trolley	5	7.6	76,495	$220,000.00
Equipment	**12**	**10.2**	**60,016**	**$44,166.67**
Non-Revenue/Service Automobile	12	10.2	60,016	$44,166.67
Facilities	**4**	**35.0**	**N/A**	**$1,269,707.88**
Maintenance	1	35.0	N/A	$585,632.00
Fuel Island	1	35.0	N/A	$520,548.00
Bus Wash	1	35.0	N/A	$193,804.00
Combined Maintenance, administration and passenger facility	1	35.0	N/A	$3,778,847.52

Section 3: Asset Condition Assessment

The ECAT assesses the condition of its assets on an annual basis by utilizing the FTA TERM (Transit Economic Requirements Model) condition rating assessment scale. This rating scale assigned a numerical value or rank based on the physical condition(s) presented by each individual asset throughout its life cycle. The rating scale is based on numbers 1 to 5, with five being new and one being poor. Assets with a rating of 2.5 or higher are considered to be in a SGR.
The inspection process and documentation forms utilized to assess facility and vehicle assets are detailed in the Fleet and Facility Maintenance Plans.

Asset Condition Summary						
Asset Category	**Total Number**	**Avg. Age**	**Avg. Mileage**	**Avg. TERM Condition**	**Avg. Value**	**% At or Past ULB**
RevenueVehicles	**71**	**6.4**	**241,594**	**N/A**	**$203,012.34**	**8%**
BU - Bus	31	9.7	395,060	N/A	$342,346.74	13%
CU - Cutaway Bus	31	3.2	130,744	N/A	$78,746.03	0%
MB - Mini-bus	2	4.0	125,430	N/A	$65,000.00	0%
MV - Mini-van	2	4.0	109,936	N/A	$65,000.00	0%
RT - Rubber-tire Vintage Trolley	5	7.6	76,495	N/A	$220,000.00	40%
Equipment	**12**	**10.2**	**60,016**	**N/A**	**$44,166.67**	**75%**
Non-Revenue/Service Automobile	12	10.2	60,016	N/A	$44,166.67	75%
Facilities	**4**	**35.0**	**N/A**	**2.8**	**$1,269,707.88**	**N/A**
Maintenance	1	35.0	N/A	4.0	$585,632.00	N/A
Fuel Island	1	35.0	N/A	2.0	$520,548.00	N/A
Bus Wash	1	35.0	N/A	3.0	$193,804.00	N/A
Combined Maintenance, administration and passenger facility	1	35.0	N/A	2.0	$3,778,847.52	N/A

Per the FTA TAM Final Ruling, assets with a condition rating score of 3.0 and above are in a state of good repair. Assets with a condition score lower than 2.9 are not in a state of good repair, and may require prioritization during capital programing to ensure safe, efficient, and reliable transit service.

Section 4: Decision Support Tools & Management Approach

Sections 4 and 5 of this document are interrelated and detail the process and tools used to manage the lifecycle planning of capital public transportation assets. ECAT staff within the maintenance, finance/grants, operations & safety, and executive departments utilize a variety of management practices, policies, and technology to manage, maintain, and plan throughout the life cycle of an asset.

Decision Support Tools:

ECAT follows an analytical process is in place to support investment decision-making, including project selection and prioritization. (The decision support tools that the Authority utilizes for asset lifecycle management and investment planning, include both electronic software and written policy manuals. Each written policy manual and software program complements each other as they contribute to asset management throughout the lifecycle, from planning and procurement to disposal. The following tool are used in making investment decisions:

Process/Tool	Brief Description
Bus Replacement Schedule	Spreadsheet forecasting replacement of revenue vehicles.

Management Approach to Asset Management:

The primary management approach utilized to maintain a State of Good Repair is risk mitigation. This management philosophy applies risk mitigation strategies (policies and procedures) throughout the assets life cycle, both from a maintenance perspective (breakdowns) and a safety & accessibility perspective (accidents/ADA requirements).

Throughout each asset's life cycle, the ECAT shall monitor all assets for unsafe and inaccessible conditions. However, identifying an opportunity to improve the safety of an asset does not necessarily indicate an unsafe condition. When ECAT encounters and identifies as unacceptable safety risk associated with an asset, the asset shall be ranked with higher investment prioritization, to the extent practicable. ECAT's risk management philosophy is the proactive approach of identifying future projects and ranking preventative projects with better return on investment higher in the investment prioritization risk.

Performing an analysis of the asset life cycle at the individual asset level is just one management approach the ECAT uses to maintain a SGR. This analysis follows the asset from the time it is purchased, placed in operation, maintained, and ultimately disposed of. The analysis is a snap shot of each asset's current status. The asset lifecycle stages consist of the following strategies:

- Table 1: Acquisition Strategy (Design/Procurement)
- Table 2: Maintenance Strategy (Operate/Maintain/Monitor)
- Table 3: Overhaul & Rehabilitation Strategy (Rebuild)
- Table 4: Replacement Strategy (Disposal)
- Table 5: Risk Management Strategy (Mitigation)

Table 1- The Acquisition Strategy is used for design and procurement of the capital assets.

Acquisition and Renewal Strategy		
Asset Category	**Asset Class**	**Acquisition and Renewal Strategy**
Revenue Vehicles	BU - Bus	Fleet will remain diesel. Infrastructure does not allow for a major change in fuel type. Replacement of vehicles is based on ULB and funding availability.
Revenue Vehicles	CU - Cutaway Bus	Replacement of vehicles is based on ULB and funding availability.
Equipment	Non-Revenue/ Service Automobile	Replacement of vehicles is based on ULB and funding availability.
Equipment		Replacement of equipment is based on ULB and funding availability.

Table 2- The Maintenance Strategy is used for operating, maintaining, and monitoring the capital assets.

Maintenance Strategy					
Asset Category	**Asset Class**	**Maintenance Activity**	**Frequency**	**Avg. Duration (Hrs.)**	**Cost**
Revenue Vehicles	BU - Bus	Engine tune-up	Annual	3	$1,000
Revenue Vehicles	BU - Bus	Preventive Maintenance Inspections	Every 6,000 miles	3	$500
Revenue Vehicles	CU - Cutaway Bus	Preventive Maintenance Inspections	Every 5,000 miles	3	$500
Equipment	Non-Revenue/ Service Automobile	Preventive Maintenance Inspections	Every 3,000 miles	3	$500
Facilities	Administration	Maintenance Inspections	Monthly	2	
Facilities	Maintenance	Maintenance Inspections	Monthly	2	
Equipment		Maintenance Inspections	Monthly	4	

Table 3- The Overhaul & Rehabilitation Strategy is used for rebuilding of the capital assets.

Overhaul Strategy		
Asset Category	**Asset Class**	**Overhaul Strategy**
Revenue Vehicles	BU - Bus	We do not typically conduct mid-life overhauls on our fleet. We believe we maintain all of the vehicles properly through our preventive maintenance program correcting any issues that may arise during the inspection instead of waiting until the mid-life overhaul.
Revenue Vehicles	BU - Bus	Added intake and DPF cleaning to our PM schedule to increase the life of the engine.

Table 4- The Replacement Strategy is used for disposal of the capital assets.

Disposal Strategy		
Asset Category	**Asset Class**	**Disposal Strategy**
Revenue Vehicles	BU - Bus	Buses at the end of their useful lives are disposed of using the following method: Approval is received from both FTA and Escambia County Board to initiate disposal. Vehicles are placed at the Escambia road camp until vehicles can be sold to the highest bidder. All funds received from the sale are put back into Mass Transit.
Revenue Vehicles	CU - Cutaway Bus	Buses at the end of their useful lives are disposed of using the following method: Approval is received from both FTA and Escambia County Board to initiate disposal. Vehicles are placed at the Escambia road camp until vehicles can be sold to the highest bidder. All funds received from the sale are put back into Mass Transit.
Equipment	Non-Revenue/ Service Automobile	Buses at the end of their useful lives are disposed of using the following method: Approval is received from both FTA and Escambia County Board to initiate disposal. Vehicles are placed at the Escambia road camp until vehicles can be sold to the highest bidder. All funds received from the sale are put back into Mass Transit.

Table 5- The Risk Strategy is used in the mitigation of the capital assets.

Risk	Mitigation Strategy
Equipment/Facility Breakdowns/Repairs	Conduct Preventive Maintenance inspections on a OEM recommended mileage
Equipment/Facility Breakdowns/Repairs	Monitoring the status of assets through monthly inspections to identify issues

Unplanned Maintenance Approach

Maintenance will research to find out what caused the breakdown to determine it is will be a fleet wide problem or an isolated problem with one vehicle. Maintenance will, if the asset is not under warranty, meet with finance to determine how much of the useful life is left and how many additional years of useful life can be gained from the repairs before moving forward.

Section 5: Prioritized List of Investments

Investment Prioritization:

ECAT shall perform an investment prioritization analysis on an annual basis, in order to:

(1) Determine what capital investments are needed, how much (and when), in order to maintain SGR; and
(2) Rate and rank SGR programs and projects in order of implementation priority.

The investment prioritization analysis aids the ECAT in making more informed investment decisions to improve SGR of our capital assets, and define when as asset needs overhaul or replacement. The investment prioritization list, is a list containing the work plan(s) and schedule(s) of the proposed projects and programs that the ECAT estimates would achieve its SGR goals, and a ranking of projects and programs based on implementation priority over the TAMP horizon period of four (4) years.

ECAT will rank selected projects and programs to improve or manage the SGR of capital assets for which the ECAT has a direct capital responsibility. The ranking criteria of projects and programs shall be consistent throughout the TAMP. Priority consideration will be given to local projects and programs that: (1) both improve SGR and correct an identified unacceptable safety risk; and (2) take into consideration ADA requirements (49 CFR Part 37) concerning maintenance of accessible features and the alteration of transit facilities. Furthermore, when developing an investment prioritization list, the ECAT shall take into consideration its estimation of funding levels from all sources that it reasonably expects will be available in each fiscal year during the TAMP horizon period.

The ranking of programs and projects will be expressed as: *High Priority*, *Medium Priority*, or *Low Priority*. Each investment prioritization program or project ranked shall contain a year and/or date in which the ECAT intends to carry out the program or project.

Section 6: Performance Targets & Measures

This section lists the process, data sources, and methodology used in the development of the FTA requirement of ECAT to set annual SGR performance targets. As introduced in Section 1, a State of Good Repair (SGR) is a threshold that identifies the desired performance condition. Specifically, an asset is in an SGR when: The condition of a capital asset is able to operate at a full level of performance. This means the asset:

1. Is able to perform its designed function;
2. Does not pose a known and/or unacceptable safety risk (Condition); and
3. Its lifecycle investments have been met or recovered (ULB).

ECAT shall establish one or more performance target(s) for each applicable asset class performance measure on an annual basis for the next fiscal year. The timeline for establishing SGR performance targets & measures are as follows:

SGR performance targets are based on realistic expectations derived from both the most recent available data (ULB/condition), FTA performance measure criteria, and the financial resources from all sources ECAT

reasonably expects will be available during the TAM Plan horizon period for capital planning purposes. SGR performance targets for the current fiscal year shall be monitored on a quarterly basis. The Accountable Executive is required to approve each annual performance target submission to FTA/NTD. ECAT's annual SGR performance targets for FFY 2018- FFY2019 are listed below.

Annual Performance Targets & Measures

ECAT Annual Performance Measure Targets						
Asset Category - Performance Measure	**Asset Class**	**2019 Target**	**2020 Target**	**2021 Target**	**2022 Target**	**2023 Target**
REVENUE VEHICLES						
Age - % of revenue vehicles within a particular asset class that have met or exceeded their Useful Life Benchmark (ULB)	BU - Bus	10%	9%	8%	7%	6%
	CU - Cutaway Bus	0%	0%	0%	0%	0%
	RT - Rubber-tire Vintage Trolley	40%	40%	0%	0%	0%
EQUIPMENT						
Age - % of vehicles that have met or exceeded their Useful Life Benchmark (ULB)	Non-Revenue/Service Automobile	70%	65%	60%	55%	50%
FACILITIES						
Condition - % of facilities with a condition rating below 3.0 on the FTA Transit Economic Requirements Model (TERM) Scale	Maintenance	0%	0%	0%	0%	0%
	Fuel Island	0%	0%	0%	0%	0%
	Bus Wash	0%	0%	0%	0%	0%
	Combined Maintenance, administration and passenger facility	0%	0%	0%	0%	0%

Section 7: Recordkeeping & NTD Reporting

ECAT shall maintain all supporting TAM Plan records and documents. ECAT shall make TAMP records available to Federal (FTA), Florida Department of Transportation (FDOT), and TPO (Florida-Alabama Transportation Planning Organization) entities that provide(s) funding to ECAT and to aid in the planning process. The TAMP can be considered a “living document” that shall be reviewed on at least a quarterly basis, updated, and incorporated into ECAT’s capital and budget planning, and reporting processes. Beginning in 2018, TAMP data shall serve as a “baseline” measure of asset performance management. As more data is collected, additional monitoring categories and goals may be included to support condition and reliability-based decision-making.

Per NTD requirements, because ECAT’s fiscal year ends on 9/30/2018, annual TAM data reporting to NTD shall be completed by ECAT by the last business day of September of each calendar year.

Section 8: Updates & Continuous Improvement

The TAM Plan can be considered a “living document” that shall be reviewed on at least a quarterly basis, updated, and incorporated into the Authority’s capital and budget planning, and reporting processes. Beginning in 2018, TAMP data shall serve as a “baseline” measure of asset performance management. As more data is collected, additional monitoring categories and goals will be included to support condition and reliability-based decision-making. This TAMP shall be amended during the four-year horizon period when there is a significant change to staff, assets, maintenance plans, and/or operations occurring at ECAT.

Appendix A: Asset Register

Appendix A: Asset Register

Asset Category	Asset Class	Asset Name	Make	Model	Count	ID/Serial No.	Asset Owner	Acquisition Year	Vehicle Mileage	Replacement Cost/Value
RevenueVehicles	RT - Rubber-tire Vintage Trolley	105	Supreme	Trolley	1	4UZAAUBV12CK13909	Escambia County	2002	140,827	$220,000.00
RevenueVehicles	RT - Rubber-tire Vintage Trolley	107	Supreme	Trolley	1	4UZAAUBV82CK13910	Escambia County	2002	139,511	$220,000.00
RevenueVehicles	RT - Rubber-tire Vintage Trolley	108	Classic Trolley	Open Oahu	1	4UZAB9DT1GCHE8153	Escambia County	2016	44,492	$220,000.00
RevenueVehicles	RT - Rubber-tire Vintage Trolley	109	Classic Trolley	Open Oahu	1	4UZAB9DT3GCHE8154	Escambia County	2016	22,818	$220,000.00
RevenueVehicles	RT - Rubber-tire Vintage Trolley	110	Classic Trolley	Open Oahu	1	4UZAB9DT5GCHE8155	Escambia County	2016	34,829	$220,000.00
RevenueVehicles	BU - Bus	9823	Gillig	Phantom	1	15GCA2119W1088846	Escambia County	1998	539,592	$350,000.00
RevenueVehicles	BU - Bus	9824	Gillig	Phantom	1	15GCA2110W1088847	Escambia County	1998	511,484	$350,000.00
RevenueVehicles	BU - Bus	9825	Gillig	Phantom	1	15GCA2112W1088848	Escambia County	1998	558,885	$350,000.00
RevenueVehicles	BU - Bus	9926	Gillig	Phantom	1	15GCB2112X1089299	Escambia County	1999	509,327	$350,000.00
RevenueVehicles	BU - Bus	0632	Gillig	Low Floor	1	15GGE291361090831	Escambia County	2006	565,412	$350,000.00
RevenueVehicles	BU - Bus	0633	Gillig	Low Floor	1	15GGE291561090832	Escambia County	2006	545,974	$350,000.00
RevenueVehicles	BU - Bus	0634	Gillig	Low Floor	1	15GGE291761090833	Escambia County	2006	574,915	$350,000.00
RevenueVehicles	BU - Bus	0635	Gillig	Low Floor	1	15GGE291961090834	Escambia County	2006	564,544	$350,000.00
RevenueVehicles	BU - Bus	0636	Gillig	Low Floor	1	15GGE291061090835	Escambia County	2006	553,037	$350,000.00
RevenueVehicles	BU - Bus	0737	Gillig	Low Floor	1	15GGE291171091282	Escambia County	2007	548,390	$350,000.00
RevenueVehicles	BU - Bus	0738	Gillig	Low Floor	1	15GGE291371091283	Escambia County	2007	550,002	$350,000.00
RevenueVehicles	BU - Bus	0739	Gillig	Low Floor	1	15GGE291571091284	Escambia County	2007	552,485	$350,000.00
RevenueVehicles	BU - Bus	0740	Gillig	Low Floor	1	15GGE291771091285	Escambia County	2007	518,570	$350,000.00
RevenueVehicles	BU - Bus	0742	Gillig	Low Floor	1	15GGE291071091287	Escambia County	2007	551,559	$350,000.00
RevenueVehicles	BU - Bus	1043	Gillig	Low Floor	1	15GGE2710A1092080	Escambia County	2010	362,579	$350,000.00
RevenueVehicles	BU - Bus	1044	Gillig	Low Floor	1	15GGE2710A1092081	Escambia County	2010	384,531	$350,000.00
RevenueVehicles	BU - Bus	1045	Gillig	Low Floor	1	15GGE2710A1092082	Escambia County	2010	323,761	$350,000.00
RevenueVehicles	BU - Bus	1046	Gillig	Low Floor	1	15GGE2710A1092083	Escambia County	2010	363,828	$350,000.00
RevenueVehicles	BU - Bus	1047	Gillig	Low Floor	1	15GGE2710A1092084	Escambia County	2010	337,441	$350,000.00
RevenueVehicles	BU - Bus	1048	Gillig	Low Floor	1	15GGE2710A1092085	Escambia County	2010	327,859	$350,000.00
RevenueVehicles	BU - Bus	1049	Gillig	Low Floor	1	15GGE2710A1092086	Escambia County	2010	336,491	$350,000.00
RevenueVehicles	BU - Bus	1050	Gillig	Low Floor	1	15GGE2710A1092087	Escambia County	2010	343,627	$350,000.00
RevenueVehicles	BU - Bus	1051	Gillig	Low Floor	1	15GGE2710A1092088	Escambia County	2010	328,019	$350,000.00
RevenueVehicles	BU - Bus	1052	Gillig	Low Floor	1	15GGE2710A1092089	Escambia County	2010	355,647	$350,000.00
RevenueVehicles	BU - Bus	1453	ElDorado	Easy Rider	1	1N9MNAC63EC084264	Escambia County	2014	162,152	$316,107.00
RevenueVehicles	BU - Bus	1454	ElDorado	Easy Rider	1	1N9MNAC63EC084265	Escambia County	2014	178,724	$316,107.00
RevenueVehicles	BU - Bus	1455	ElDorado	Easy Rider	1	1N9MNAC63EC084266	Escambia County	2014	201,067	$316,107.00
RevenueVehicles	BU - Bus	1556	ElDorado	Easy Rider	1	1N9MNAC67FC084009	Escambia County	2015	174,283	$316,107.00
RevenueVehicles	BU - Bus	1457	ElDorado	Easy Rider	1	1N9MNAC97EC084381	Escambia County	2014	152,984	$316,107.00
RevenueVehicles	BU - Bus	1458	ElDorado	Easy Rider	1	1N9MNAC97EC084383	Escambia County	2014	146,436	$316,107.00
RevenueVehicles	BU - Bus	1459	ElDorado	Easy Rider	1	1N9MNAC69EC084382	Escambia County	2014	123,257	$316,107.00
RevenueVehicles	CU - Cutaway Bus	1001	Champion	Kodiak	1	1GBE4V1929F413105	Escambia County	2009	206,971	$58,500.00
RevenueVehicles	CU - Cutaway Bus	1002	Champion	Defender	1	1GBE4V1959F413096	Escambia County	2009	207,854	$58,500.00
RevenueVehicles	CU - Cutaway Bus	1003	Champion	Defender	1	1GBG5U1998F414766	Escambia County	2010	169,348	$41,794.00
RevenueVehicles	CU - Cutaway Bus	1501	Champion	Defender	1	5WEXWSKK4FH665255	Escambia County	2015	101,785	$120,000.00
RevenueVehicles	CU - Cutaway Bus	1502	Champion	Defender	1	5WEXWSKKXFH665258	Escambia County	2015	103,702	$120,000.00
RevenueVehicles	CU - Cutaway Bus	1503	Champion	Defender	1	5WEXWSKK1FH665259	Escambia County	2015	174,294	$120,000.00
RevenueVehicles	CU - Cutaway Bus	1504	Champion	Defender	1	5WEXWSKK6FH665256	Escambia County	2015	132,602	$120,000.00
RevenueVehicles	CU - Cutaway Bus	1505	Champion	Defender	1	5WEXWSKK8FH665257	Escambia County	2015	145,014	$120,000.00
RevenueVehicles	CU - Cutaway Bus	1506	Champion	Defender	1	5WEXWSKK8FH665260	Escambia County	2015	81,259	$120,000.00
RevenueVehicles	CU - Cutaway Bus	1507	Champion	Defender	1	5WEXWSKK2FH665254	Escambia County	2015	67,852	$120,000.00
Equipment	Non Revenue/Service Automobile	UNIT 16	Ford	F250	1	1FDNF20F31ED78916	Escambia County	2001	66,448	$50,000.00
Equipment	Non Revenue/Service Automobile	UNIT 3	Ford	F150	1	1FTPX12564NC07770	Escambia County	2004	94,002	$50,000.00

Asset Category	Asset Class	Asset Name	Make	Model	Count	ID/Serial No.	Asset Owner	Acquisition Year	Vehicle Mileage	Replacement Cost/Value
Equipment	Non Revenue/Service Automobile	UNIT 6	Ford	F450 S/D	1	2FDLF47MOPCB38583	Escambia County	1993	49,148	$60,000.00
Equipment	non Revenue/Service Automobile	UNIT 1	Chevrolet	Silverado 1500	1	2GCEC19V3Y1360767	Escambia County	2000	101,159	$50,000.00
Equipment	Non Revenue/Service Automobile	UNIT 17	Ford	F150	1	1FTRX17L52KD70151	Escambia County	2002	109,890	$50,000.00
Equipment	Non Revenue/Service Automobile	UNIT 20	Chevrolet	Malibu	1	1G1ZS51896F262035	Escambia County	2006	62,794	$20,000.00
Equipment	Non Revenue/Service Automobile	31	Dodge	Grand Caravan	1	2C4RDGBG2DR703674	Escambia County	2013	83,219	$50,000.00
Equipment	Non Revenue/Service Automobile	32	Dodge	Grand Caravan	1	2C4RDGBG4DR703675	Escambia County	2013	74,623	$50,000.00
Equipment	Non Revenue/Service Automobile	34S	VPG	MV-1	1	523MF1B65CM101422	Escambia County	2012	55,485	$60,000.00
Equipment	Non Revenue/Service Automobile	35	Dodge	Grand Caravan SE	1	2C7WDGBGXGR358436	Escambia County	2016	13,737	$50,000.00
Equipment	Non Revenue/Service Automobile	36	Ford	Fusion, 4 DR Sedan S, FWD	1	3FA6P0G70HR207983	Escambia County	2017	1,827	$20,000.00
Equipment	Non Revenue/Service Automobile	37	Ford	Fusion, 4 DR Sedan S, FWD	1	3FA6P0G72HR207984	Escambia County	2017	7,865	$20,000.00
RevenueVehicles	MB - Mini-bus	209	CHEVY	3500	1	1GAZGZFA1E1210656	Escambia County	2014	124,502	$65,000.00
RevenueVehicles	MB - Mini-bus	210	CHEVY	3500	1	1GAZGZFA9E1213093	Escambia County	2014	126,357	$65,000.00
RevenueVehicles	MV - Mini-van	211	Dodge	Caravan	1	2C7WDGCGXER478247	Escambia County	2014	107,517	$65,000.00
RevenueVehicles	MV - Mini-van	212	Dodge	Caravan	1	2C7WDGCG8ER478246	Escambia County	2014	112,354	$65,000.00
RevenueVehicles	CU - Cutaway Bus	1435	Champion	Crusader	1	1GB3G2CG9E1208624	Escambia County	2015	181,008	$65,000.00
RevenueVehicles	CU - Cutaway Bus	1436	Champion	Crusader	1	1GB3G2CG0E1208219	Escambia County	2015	156,360	$65,000.00
RevenueVehicles	CU - Cutaway Bus	1437	Champion	Crusader	1	1GB3G2CG1E1208049	Escambia County	2015	162,585	$65,000.00
RevenueVehicles	CU - Cutaway Bus	1438	Champion	Crusader	1	1GB3G2CG7E1207651	Escambia County	2015	170,007	$65,000.00
RevenueVehicles	CU - Cutaway Bus	1439	Champion	Crusader	1	1GB3G2CG7E1208637	Escambia County	2015	153,840	$65,000.00
RevenueVehicles	CU - Cutaway Bus	1440	Champion	Crusader	1	1GB3G2CG6E1209245	Escambia County	2015	165,669	$65,000.00
RevenueVehicles	CU - Cutaway Bus	1441	Champion	Crusader	1	1GB3G2CG1E1208679	Escambia County	2015	165,765	$65,000.00
RevenueVehicles	CU - Cutaway Bus	1442	Champion	Crusader	1	1GB3G2CG0E1207975	Escambia County	2015	163,672	$65,000.00
RevenueVehicles	CU - Cutaway Bus	1443	Champion	Crusader	1	1GB3G2CG4E1207722	Escambia County	2015	159,870	$65,000.00
RevenueVehicles	CU - Cutaway Bus	1445	Champion	Crusader	1	1GB3G2CG0E1209404	Escambia County	2015	158,469	$65,000.00
RevenueVehicles	CU - Cutaway Bus	1446	Champion	Crusader	1	1GB3G2CG3E1209557	Escambia County	2015	180,568	$65,000.00
RevenueVehicles	CU - Cutaway Bus	1447	Champion	Crusader	1	1GB3G2CG5E1209611	Escambia County	2015	148,471	$65,000.00
RevenueVehicles	CU - Cutaway Bus	1548	Champion	Crusader	1	1GB3G2CG6F1133009	Escambia County	2015	137,885	$65,000.00
RevenueVehicles	CU - Cutaway Bus	1549	Champion	Crusader	1	1GB3G2CG4F1134305	Escambia County	2015	126,971	$65,000.00
RevenueVehicles	CU - Cutaway Bus	1551	Champion	Crusader	1	1GB3G2CG6F1133897	Escambia County	2015	174,391	$64,000.00
RevenueVehicles	CU - Cutaway Bus	1652	Glaval	Express	1	1GB6GUBG3G1279427	Escambia County	2016	78,166	$76,656.00
RevenueVehicles	CU - Cutaway Bus	1653	Glaval	Express	1	1GB6GUBG6G1279776	Escambia County	2016	82,800	$76,656.00
RevenueVehicles	CU - Cutaway Bus	1654	Glaval	Express	1	1GB6GUBG1G1281113	Escambia County	2016	80,264	$76,656.00
RevenueVehicles	CU - Cutaway Bus	1801	Turtle Top	Van Terra	1	1HA3GRCG6HN008765	Escambia County	2018	4,811	$79,455.00
RevenueVehicles	CU - Cutaway Bus	1802	Turtle Top	Van Terra	1	1HA3GRCG8HN008511	Escambia County	2018	5,719	$79,455.00
RevenueVehicles	CU - Cutaway Bus	1803	Turtle Top	Van Terra	1	1HA3GRCG7HN008709	Escambia County	2018	5,106	$79,455.00
Facilities	Combined Maintenance, administration and passenger facility				1		Escambia County	1983		$3,778,847.52
Facilities	Fuel Island				1		Escambia County	1983		$520,548.00
Facilities	Maintenance				1		Escambia County	1983		$585,632.00
Facilities	Bus Wash				1		Escambia County	1983		$193,804.00

Appendix B: Asset Condition Data

Appendix B: Asset Condition Data

B1: Revenue Vehicle Assets

Asset Category	Asset Class	Asset Name	Count	ID/Serial No.	Age (Yrs)	Vehicle Mileage	Replacement Cost/Value	Useful Life Benchmark (Yrs)	Past Useful Life Benchmark
RevenueVehicles	BU - Bus	9823	1	15GCA2119W1088846	20	539,592	$350,000.00	14	Yes
RevenueVehicles	BU - Bus	9824	1	15GCA2110W1088847	20	511,484	$350,000.00	14	Yes
RevenueVehicles	BU - Bus	9825	1	15GCA2112W1088848	20	558,885	$350,000.00	14	Yes
RevenueVehicles	BU - Bus	9926	1	15GCB2112X1089299	19	509,327	$350,000.00	14	Yes
RevenueVehicles	BU - Bus	0632	1	15GGE291361090831	12	565,412	$350,000.00	14	No
RevenueVehicles	BU - Bus	0633	1	15GGE291561090832	12	545,974	$350,000.00	14	No
RevenueVehicles	BU - Bus	0634	1	15GGE291761090833	12	574,915	$350,000.00	14	No
RevenueVehicles	BU - Bus	0635	1	15GGE291961090834	12	564,544	$350,000.00	14	No
RevenueVehicles	BU - Bus	0636	1	15GGE291061090835	12	553,037	$350,000.00	14	No
RevenueVehicles	BU - Bus	0737	1	15GGE291171091282	11	548,390	$350,000.00	14	No
RevenueVehicles	BU - Bus	0738	1	15GGE291371091283	11	550,002	$350,000.00	14	No
RevenueVehicles	BU - Bus	0739	1	15GGE291571091284	11	552,485	$350,000.00	14	No
RevenueVehicles	BU - Bus	0740	1	15GGE291771091285	11	518,570	$350,000.00	14	No
RevenueVehicles	BU - Bus	0742	1	15GGE291071091287	11	551,559	$350,000.00	14	No
RevenueVehicles	BU - Bus	1043	1	15GGE2710A1092080	8	362,579	$350,000.00	14	No
RevenueVehicles	BU - Bus	1044	1	15GGE2710A1092081	8	384,531	$350,000.00	14	No
RevenueVehicles	BU - Bus	1045	1	15GGE2710A1092082	8	323,761	$350,000.00	14	No
RevenueVehicles	BU - Bus	1046	1	15GGE2710A1092083	8	363,828	$350,000.00	14	No
RevenueVehicles	BU - Bus	1047	1	15GGE2710A1092084	8	337,441	$350,000.00	14	No
RevenueVehicles	BU - Bus	1048	1	15GGE2710A1092085	8	327,859	$350,000.00	14	No
RevenueVehicles	BU - Bus	1049	1	15GGE2710A1092086	8	336,491	$350,000.00	14	No
RevenueVehicles	BU - Bus	1050	1	15GGE2710A1092087	8	343,627	$350,000.00	14	No
RevenueVehicles	BU - Bus	1051	1	15GGE2710A1092088	8	328,019	$350,000.00	14	No
RevenueVehicles	BU - Bus	1052	1	15GGE2710A1092089	8	355,647	$350,000.00	14	No
RevenueVehicles	BU - Bus	1453	1	1N9MNAC63EC084264	4	162,152	$316,107.00	14	No
RevenueVehicles	BU - Bus	1454	1	1N9MNAC63EC084265	4	178,724	$316,107.00	14	No
RevenueVehicles	BU - Bus	1455	1	1N9MNAC63EC084266	4	201,067	$316,107.00	14	No
RevenueVehicles	BU - Bus	1457	1	1N9MNAC97EC084381	4	152,984	$316,107.00	14	No
RevenueVehicles	BU - Bus	1458	1	1N9MNAC97EC084383	4	146,436	$316,107.00	14	No
RevenueVehicles	BU - Bus	1459	1	1N9MNAC69EC084382	4	123,257	$316,107.00	14	No
RevenueVehicles	BU - Bus	1556	1	1N9MNAC67FC084009	3	174,283	$316,107.00	14	No
RevenueVehicles	CU - Cutaway Bus	1001	1	1GBE4V1929F413105	9	206,971	$58,500.00	10	No
RevenueVehicles	CU - Cutaway Bus	1002	1	1GBE4V1959F413096	9	207,854	$58,500.00	10	No
RevenueVehicles	CU - Cutaway Bus	1003	1	1GBG5U1998F414766	8	169,348	$41,794.00	10	No
RevenueVehicles	CU - Cutaway Bus	1435	1	1GB3G2CG9E1208624	3	181,008	$65,000.00	10	No
RevenueVehicles	CU - Cutaway Bus	1436	1	1GB3G2CG0E1208219	3	156,360	$65,000.00	10	No
RevenueVehicles	CU - Cutaway Bus	1437	1	1GB3G2CG1E1208049	3	162,585	$65,000.00	10	No

Asset Category	Asset Class	Asset Name	Count	ID/Serial No.	Age (Yrs)	Vehicle Mileage	Replacement Cost/Value	Useful Life Benchmark (Yrs)	Past Useful Life Benchmark
RevenueVehicles	CU - Cutaway Bus	1438	1	1GB3G2CG7E1207651	3	170,007	$65,000.00	10	No
RevenueVehicles	CU - Cutaway Bus	1439	1	1GB3G2CG7E1208637	3	153,840	$65,000.00	10	No
RevenueVehicles	CU - Cutaway Bus	1440	1	1GB3G2CG6E1209245	3	165,669	$65,000.00	10	No
RevenueVehicles	CU - Cutaway Bus	1441	1	1GB3G2CG1E1208679	3	165,765	$65,000.00	10	No
RevenueVehicles	CU - Cutaway Bus	1442	1	1GB3G2CG0E1207975	3	163,672	$65,000.00	10	No
RevenueVehicles	CU - Cutaway Bus	1443	1	1GB3G2CG4E1207722	3	159,870	$65,000.00	10	No
RevenueVehicles	CU - Cutaway Bus	1445	1	1GB3G2CG0E1209404	3	158,469	$65,000.00	10	No
RevenueVehicles	CU - Cutaway Bus	1446	1	1GB3G2CG3E1209557	3	180,568	$65,000.00	10	No
RevenueVehicles	CU - Cutaway Bus	1447	1	1GB3G2CG5E1209611	3	148,471	$65,000.00	10	No
RevenueVehicles	CU - Cutaway Bus	1501	1	5WEXWSKK4FH665255	3	101,785	$120,000.00	10	No
RevenueVehicles	CU - Cutaway Bus	1502	1	5WEXWSKKXFH665258	3	103,702	$120,000.00	10	No
RevenueVehicles	CU - Cutaway Bus	1503	1	5WEXWSKK1FH665259	3	174,294	$120,000.00	10	No
RevenueVehicles	CU - Cutaway Bus	1504	1	5WEXWSKK6FH665256	3	132,602	$120,000.00	10	No
RevenueVehicles	CU - Cutaway Bus	1505	1	5WEXWSKK8FH665257	3	145,014	$120,000.00	10	No
RevenueVehicles	CU - Cutaway Bus	1506	1	5WEXWSKK8FH665260	3	81,259	$120,000.00	10	No
RevenueVehicles	CU - Cutaway Bus	1507	1	5WEXWSKK2FH665254	3	67,852	$120,000.00	10	No
RevenueVehicles	CU - Cutaway Bus	1548	1	1GB3G2CG6F1133009	3	137,885	$65,000.00	10	No
RevenueVehicles	CU - Cutaway Bus	1549	1	1GB3G2CG4F1134305	3	126,971	$65,000.00	10	No
RevenueVehicles	CU - Cutaway Bus	1551	1	1GB3G2CG6F1133897	3	174,391	$64,000.00	10	No
RevenueVehicles	CU - Cutaway Bus	1652	1	1GB6GUBG3G1279427	2	78,166	$76,656.00	10	No
RevenueVehicles	CU - Cutaway Bus	1653	1	1GB6GUBG6G1279776	2	82,800	$76,656.00	10	No
RevenueVehicles	CU - Cutaway Bus	1654	1	1GB6GUBG1G1281113	2	80,264	$76,656.00	10	No
RevenueVehicles	CU - Cutaway Bus	1801	1	1HA3GRCG6HN008765		4,811	$79,455.00	10	No
RevenueVehicles	CU - Cutaway Bus	1802	1	1HA3GRCG8HN008511		5,719	$79,455.00	10	No
RevenueVehicles	CU - Cutaway Bus	1803	1	1HA3GRCG7HN008709		5,106	$79,455.00	10	No
RevenueVehicles	MB - Mini-bus	209	1	1GAZGZFA1E1210656	4	124,502	$65,000.00	8	No
RevenueVehicles	MB - Mini-bus	210	1	1GAZGZFA9E1213093	4	126,357	$65,000.00	8	No
RevenueVehicles	MV - Mini-van	211	1	2C7WDGCGXER478247	4	107,517	$65,000.00	8	No
RevenueVehicles	MV - Mini-van	212	1	2C7WDGCG8ER478246	4	112,354	$65,000.00	8	No
RevenueVehicles	RT - Rubber-tire Vintage Trolley	105	1	4UZAAUBV12CK13909	16	140,827	$220,000.00	7	Yes
RevenueVehicles	RT - Rubber-tire Vintage Trolley	107	1	4UZAAUBV82CK13910	16	139,511	$220,000.00	7	Yes
RevenueVehicles	RT - Rubber-tire Vintage Trolley	108	1	4UZAB9DT1GCHE8153	2	44,492	$220,000.00	7	No
RevenueVehicles	RT - Rubber-tire Vintage Trolley	109	1	4UZAB9DT3GCHE8154	2	22,818	$220,000.00	7	No
RevenueVehicles	RT - Rubber-tire Vintage Trolley	110	1	4UZAB9DT5GCHE8155	2	34,829	$220,000.00	7	No

Appendix B: Asset Condition Data

B2: Equipment Assets

Asset Category	Asset Class	Asset Name	Count	ID/Serial No.	Age (Yrs)	Vehicle Mileage	Replacement Cost/Value	Useful Life Benchmark (Yrs)	Past Useful Life Benchmark
Equipment	Non Revenue/Service Automobile	31	1	2C4RDGBG2DR703674	5	83,219	$50,000.00	4	Yes
Equipment	Non Revenue/Service Automobile	32	1	2C4RDGBG4DR703675	5	74,623	$50,000.00	4	Yes
Equipment	Non Revenue/Service Automobile	35	1	2C7WDGBGXGR358436	2	13,737	$50,000.00	4	No
Equipment	Non Revenue/Service Automobile	36	1	3FA6P0G70HR207983	1	1,827	$20,000.00	4	No
Equipment	Non Revenue/Service Automobile	37	1	3FA6P0G72HR207984	1	7,865	$20,000.00	4	No
Equipment	Non Revenue/Service Automobile	34S	1	523MF1B65CM101422	6	55,485	$60,000.00	4	Yes
Equipment	non Revenue/Service Automobile	UNIT 1	1	2GCEC19V3Y1360767	18	101,159	$50,000.00	4	Yes
Equipment	Non Revenue/Service Automobile	UNIT 16	1	1FDNF20F31ED78916	17	66,448	$50,000.00	4	Yes
Equipment	Non Revenue/Service Automobile	UNIT 17	1	1FTRX17L52KD70151	16	109,890	$50,000.00	4	Yes
Equipment	Non Revenue/Service Automobile	UNIT 20	1	1G1ZS51896F262035	12	62,794	$20,000.00	4	Yes
Equipment	Non Revenue/Service Automobile	UNIT 3	1	1FTPX12564NC07770	14	94,002	$50,000.00	4	Yes
Equipment	Non Revenue/Service Automobile	UNIT 6	1	2FDLF47MOPCB38583	25	49,148	$60,000.00	4	Yes

Appendix B: Asset Condition Data

B3: Facilities Assets

Asset Category	Asset Class	Asset Name	Count	ID/Serial No.	Age (Yrs)	TERM Scale Condition	Replacement Cost/Value
Facilities	Maintenance		1		35	4	$585,632.25
Facilities	Fuel Island		1		35	2	$520,548.00
Facilities	Bus Wash		1		35	3	$193,804.00
Facilities	Combined Maintenance, Administration, and passenger facility		1		35	2	$3,778,847.52

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14665 **County Administrator's Report 10. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/06/2018

Issue: Schedule a Public Hearing to Consider the Vacation of Surfview Drive, Paradise Isle Subdivision
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate Surfview Drive, Paradise Isle Subdivision - Joy Jones, P.E., Public Works Department Director

That the Board take the following action regarding a Petition to Vacate Surfview Drive, Paradise Isle Subdivision:

A. Authorize the scheduling of a Public Hearing for October 18, 2018, at 5:31 p.m., to consider the Petition to Vacate Surfview Drive (66-foot public right-of-way), Paradise Isle Subdivision, as petitioned by Ed Czmut, Paradise Isle Homeowners Association, Inc.; and

B. Require the Petitioner to notify all property owners within a 500 foot radius.

This vacation request is located in District 2.

BACKGROUND:

Surfview Drive is the sole roadway located in Paradise Isle Subdivision, Plat Book 16, Page 58. Surfview Drive is a 66-foot right-of-way that intersects Johnson Beach Road and then heads north.

The petitioner, Ed Czmut, Paradise Isle Homeowners Association, Inc., is requesting the county vacate Surfview Drive (0.93 acres more or less). During a special Paradise Isle Homeowners Association, Inc. meeting in March, a majority of the owners voted to enhance Paradise Isle as a gated community. Per Mr. Czmut, all homeowners understand that maintenance will be in the hands of the HOA.

Staff has reviewed the request and has no objections to the vacation. Emergency access will need to be discussed with Emergency Services/Fire Rescue prior to gate installation. All utility companies have been contacted. AT&T, Cox, Emerald Coast Utilities Authority, Energy Services of Pensacola, and Gulf Power will need to retain an easement in the vacation area. Gulf Power also has light poles in the area.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the Petitioner will be notified, the date and time will be advertised, and all owners of property within the area determined by the Board will be notified.

Attachments

Petition to Vacate - Surfview Drive

Paradise Isle Plat

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

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a SURFVIEW DRIVE - 66' PUBLIC RIGHT OF WAY in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), PARADISE ISLE HOMEOWNERS ASSOCIATION INC. presently X own(s)_____do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.
THE RIGHT OF WAY OF SURFVIEW DRIVE, PARADISE ISLE AS RECORDED IN PLAT BOOK 16 AT PAGE 58 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF PARADISE ISLE AS RECORDED IN PLAT BOOK 16 AT PAGE 58 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 89 DEGREES 57 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF SAID PARADISE ISLE AND THE NORTH RIGHT OF WAY LINE OF JOHNSON BEACH ROAD (100' R/W) FOR A DISTANCE OF 95.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 57 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF SAID PARADISE ISLE AND SAID NORTH RIGHT OF WAY LINE OF JOHNSON BEACH ROAD FOR A DISTANCE OF 139.03 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF SAID SURFVIEW DRIVE, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE GO NORTHWESTERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY HAVING A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 26.57 FEET (DELTA= 60 DEGREES 54 MINUTES 07 SECONDS, CHORD BEARING= NORTH 59 DEGREES 34 MINUTES 54 SECONDS WEST, CHORD DISTANCE= 25.34 FEET) TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 67.00 FEET; THENCE GO NORTHWESTERLY ALONG THE ARC OF SAID CURVE RIGHT OF WAY HAVING A RADIUS OF 67.00 FEET FOR AN ARC DISTANCE OF 29.75 FEET (DELTA= 25 DEGREES 26 MINUTES 40 SECONDS, CHORD BEARING= NORTH 41 DEGREES 50 MINUTES 50 SECONDS WEST, CHORD DISTANCE= 29.51 FEET) TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 25.00 FEET; THENCE GO NORTHWESTERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY HAVING A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 23.76 FEET (DELTA= 54 DEGREES 26 MINUTES 49 SECONDS, CHORD BEARING= NORTH 27 DEGREES 08 MINUTES 42 SECONDS WEST, CHORD DISTANCE= 22.87 FEET) TO A POINT OF TANGENCY; THENCE GO NORTH 00 DEGREES 02 MINUTES 10 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 422.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE GO NORTHEASTERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY HAVING A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 17.17 FEET (DELTA= 39 DEGREES 20 MINUTES 45 SECONDS, CHORD BEARING= NORTH 19 DEGREES 42 MINUTES 33 SECONDS EAST, CHORD DISTANCE= 16.83 FEET) TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 50.00 FEET; THENCE GO WESTERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY HAVING A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 225.75 FEET (DELTA= 258 DEGREES 41 MINUTES 30 SECONDS, CHORD BEARING= NORTH 89 DEGREES 57 MINUTES 50 SECONDS WEST, CHORD DISTANCE= 77.33 FEET) TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 25.00 FEET; THENCE GO SOUTHEASTERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY HAVING A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 17.17 FEET (DELTA= 39 DEGREES 20 MINUTES 45 SECONDS, CHORD BEARING= SOUTH 19 DEGREES 38 MINUTES 12 SECONDS EAST, CHORD DISTANCE= 16.83 FEET) TO A POINT OF TANGENCY; THENCE GO SOUTH 00 DEGREES 02 MINUTES 10 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 422.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 91.00 FEET; THENCE GO SOUTHEASTERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY HAVING A RADIUS OF 91.00 FEET FOR AN ARC DISTANCE OF 23.92 FEET (DELTA= 15 DEGREES 03 MINUTES 30 SECONDS, CHORD BEARING= SOUTH 07 DEGREES 29 MINUTES 35 SECONDS EAST, CHORD DISTANCE= 23.85 FEET) TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 25.00 FEET; THENCE GO SOUTHWESTERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY LINE HAVING A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 45.86 FEET (DELTA= 105 DEGREES 05 MINUTES 38 SECONDS, CHORD BEARING= SOUTH 37 DEGREES 30 MINUTES 08 SECONDS WEST, CHORD DISTANCE= 39.69 FEET) TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.93 ACRES MORE OR LESS.

2. That the Petitioner(s), PARADISE ISLE HOMEOWNERS ASSOCIATIONS INC. desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 35 Township 3 SOUTH Range 32 West and recorded in PLAT BOOK 16, PAGE 58 of the public records of Escambia County, Florida.

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

August 3, 2017

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

Petitioner acknowledges that:

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

PARADISE ISLE HOMEOWNERS ASSOCIATION INC.
Corporation of Company Name

ED CZMUT
Petitioner(s) Name

14508 PERDIDO KEY DRIVE UNIT B
Street Address

PENSACOLA, FL 32507
City State

850-495-2480
Phone Number

TOM HAMMOND
Agent's Name

850-434-2603
Agent's Phone Number

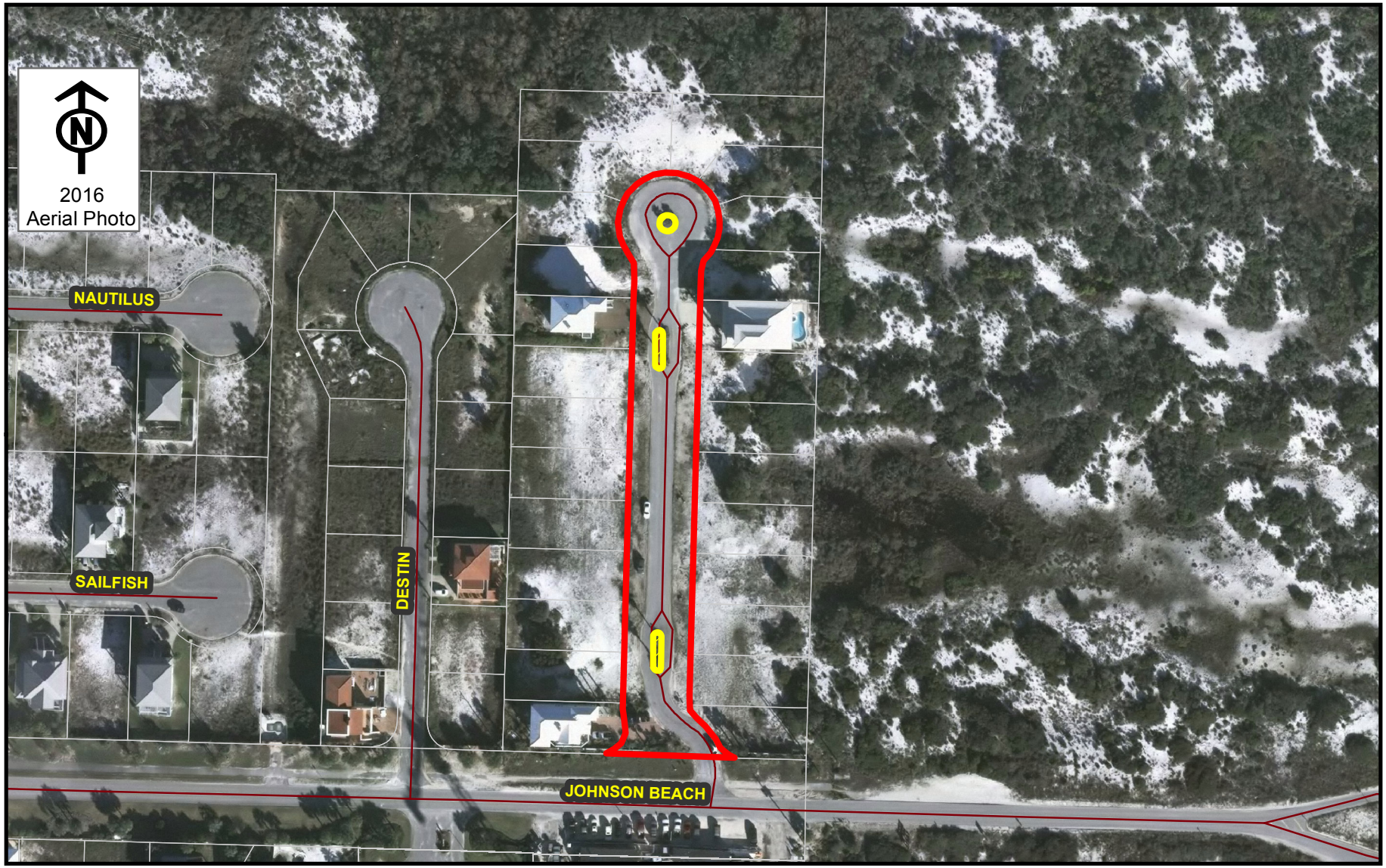
MAY 31, 2018
Date:

EXHIBIT "A"

REQUEST TO VACATE: SURFVIEW DRIVE

Petitioner: PARADISE ISLE HOMEOWNERS ASSOCIATION INC. - ED CZMUT, VICE PRESIDENT

Agent: TOM HAMMOND



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 6/28/18 DISTRICT 2

Petitioner's Property

Area to be Vacated

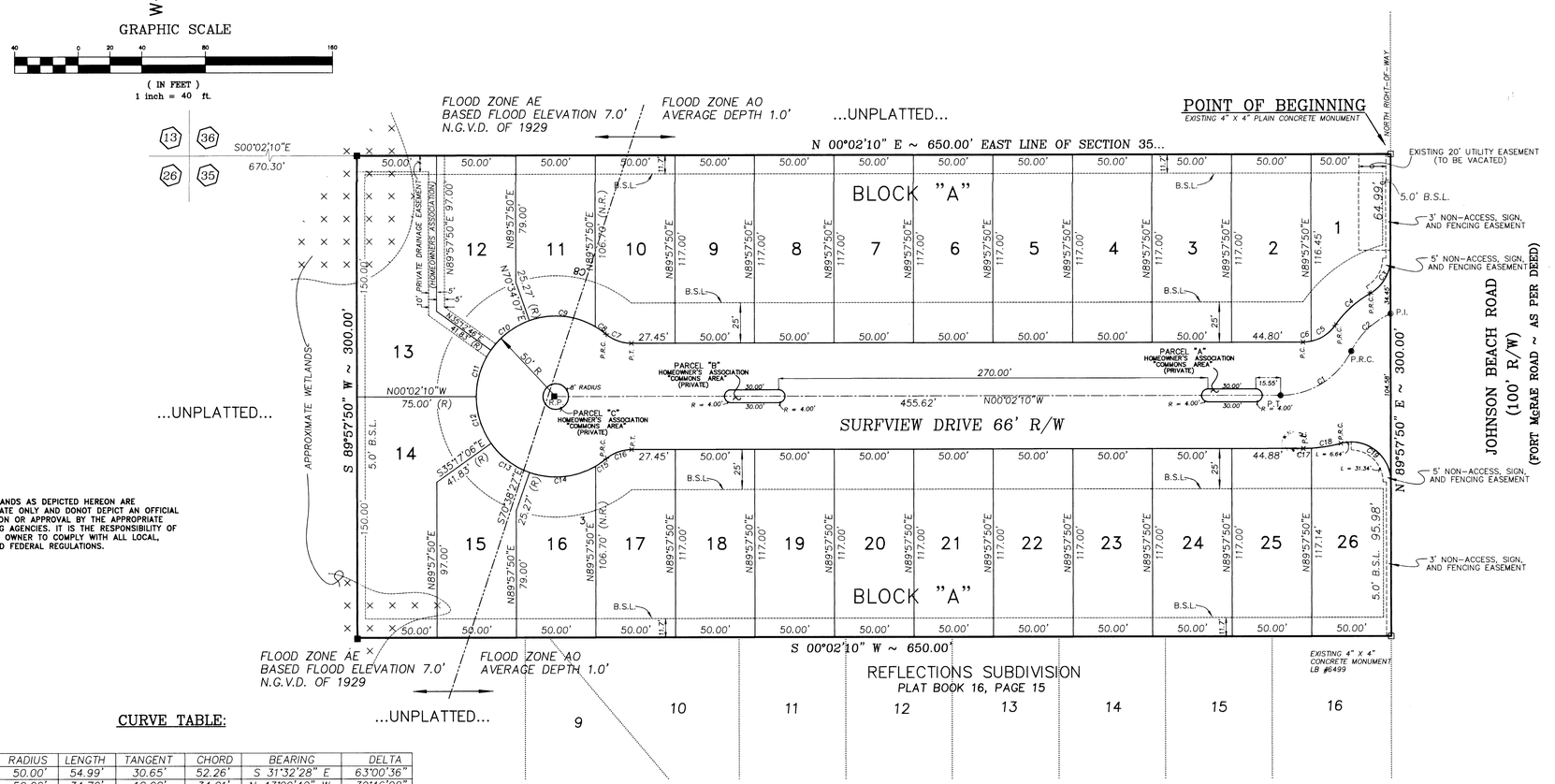
PARADISE ISLE

A SUBDIVISION OF A PORTION OF SECTION 35, TOWNSHIP 3 SOUTH,
RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA SEPTEMBER 1999

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.



NOTICE:
THE WETLANDS AS DEPICTED HEREON ARE APPROXIMATE ONLY AND DONOT DEPICT AN OFFICIAL DELINEATION OR APPROVAL BY THE APPROPRIATE GOVERNING AGENCIES. IT IS THE RESPONSIBILITY OF EACH LOT OWNER TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.

CURVE TABLE:

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	50.00'	54.99'	30.65'	52.26'	S 31°32'28" E	63°00'36"
C2	50.00'	34.70'	18.08'	34.01'	N 43°09'42" W	39°46'08"
C3	25.00'	26.58'	14.70'	25.34'	S 59°34'54" E	60°54'33"
C4	67.00'	29.75'	15.12'	29.51'	N 41°50'50" W	25°26'26"
C5	25.00'	18.56'	9.73'	18.13'	S 33°18'07" E	42°31'53"
C6	25.00'	5.24'	2.63'	5.23'	S 06°02'10" E	12°00'00"
C7	50.00'	17.17'	8.94'	16.83'	S 19°38'12" W	39°20'45"
C8	50.00'	8.15'	4.08'	8.14'	N 34°38'21" E	09°20'29"
C9	50.00'	43.11'	23.00'	41.79'	N 05°16'06" E	49°24'00"
C10	50.00'	30.85'	15.94'	30.37'	N 37°06'34" W	35°21'21"
C11	50.00'	30.76'	15.88'	30.28'	N 72°24'42" W	35°14'56"
C12	50.00'	30.76'	15.88'	30.28'	S 72°20'22" W	35°14'56"
C13	50.00'	30.85'	15.94'	30.37'	S 37°02'14" W	35°21'21"
C14	50.00'	43.11'	23.00'	41.79'	S 05°20'26" E	49°24'00"
C15	50.00'	8.15'	4.08'	8.14'	S 34°42'41" E	09°20'29"
C16	25.00'	17.17'	8.94'	16.83'	N 19°42'32" W	39°20'45"
C17	91.00'	5.12'	2.56'	5.12'	S 01°38'57" E	03°13'33"
C18	91.00'	18.78'	9.42'	18.75'	S 09°10'27" E	11°49'27"
C19	25.00'	45.84'	32.61'	39.68'	N 37°26'20" E	105°03'00"

GENERAL NOTES:

1.) THE PROPERTY DESCRIBED HEREON IS LOCATED IN FLOOD ZONE "AO", (DEPTH 1') AND AE (ELEVATION 7) ACCORDING TO THE FLOOD INSURANCE RATE MAP FURNISHED BY THE F.E.M.A., COMMUNITY PANEL NUMBER 120080 0295 E, DATED JANUARY 21, 1998.
2.) BEARINGS ARE BASED ON ASSUMED DATUM, USING SOUTH 00°02'10" WEST ALONG THE EASTERLY LINE OF REFLECTIONS SUBDIVISION.
3.) ALL LOT LINES ARE RADIAL TO STREET RIGHT-OF-WAY, EXCEPT AS NOTED BY (NR).
4.) ANY PLATTED UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR FOR TELEVISION SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF FLORIDA STATUES 177.091 (29).
5.) ALL MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.
6.) THE SIGN (') MEANS "DEGREES", THE SIGN (') MEANS "MINUTES OR FEET", AND THE SIGN (") MEANS "SECONDS".
7.) ALL DIMENSIONS SHOWN ON CURVES ARE LENGTH OF ARC DISTANCES.
8.) *IT IS THE RESPONSIBILITY OF EACH INDIVIDUAL LOT OWNER TO APPLY FOR AND OBTAIN A BUILDING PERMIT FOR THE LOT. UNDER APPLICABLE LAWS, CODES, ORDINANCES AND POLICIES IN EFFECT AS OF THE DATE THIS PLAT IS RECORDED, THE TOTAL NUMBER OF BUILDING PERMITS AVAILABLE FOR ISSUANCE OF PROPERTY LOCATED ON PERDIDO KEY (INCLUDING THE PROPERTY SUBJECT TO THIS PLAT) IS LIMITED.*

LAND DESCRIPTION:

A TRACT OF LAND IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF FORT MCRAE ROAD, 100 FEET WIDE, WITH THE EAST LINE OF AFORESAID SECTION 35, THENCE NORTH 00 DEGREES 02 MINUTES 10 SECONDS EAST FOR 650 FEET ALONG THE EAST LINE OF SAID SECTION 35, THENCE SOUTH 89 DEGREES 57 MINUTES 50 SECONDS WEST FOR 300.00 FEET ALONG THE LINE 650 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF SAID FORT MCRAE ROAD, THENCE SOUTH 00 DEGREES 02 MINUTES 10 SECONDS WEST FOR 650 FEET ALONG THE LINE PARALLEL TO THE EAST LINE OF SAID SECTION 35 TO A POINT IN THE NORTH LINE OF AFORESAID FORT MCRAE ROAD, THENCE NORTH 89 DEGREES 57 MINUTES 50 SECONDS EAST FOR 300.00 FEET ALONG THE NORTH LINE OF SAID FORT MCRAE ROAD TO THE POINT OF BEGINNING.

SETBACK REQUIREMENTS

---------- DENOTES BUILDING SETBACK LINES
25 FEET FRONT SETBACK ~ ALL LOTS
REAR SETBACK SHALL BE 10% OF LOT DEPTH WITH A 25 FEET MAXIMUM.
SIDE YARDS SHALL BE 10% OF THE LOT WIDTH AS MEASURED AT THE FRONT BUILDING LINE WITH 10 FEET AS A MAXIMUM.

CERTIFICATE OF ATTORNEY:

I, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BE HALF OF THE OWNERS, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPEMENT CODE.

SIGNED THIS 27th DAY OF August, 1999.

ATTORNEY A. ALAN MANNING

APPROVALS:

COUNTY ENGINEER 9/2/99

DIRECTOR, PLANNING & ZONING DEPARTMENT 9/2/99

COUNTY SURVEYOR 9/2/99

LEGEND:

■ ~ 4" X 4" CONCRETE MONUMENT, NO.LB 6861 (SET) P.R.M.
P.R.M. ~ PERMANENT REFERENCE MONUMENT
P.R.C. ~ POINT OF REVERSE CURVATURE
P.C.P. ~ PERMANENT CONTROL POINT (●)
P.I. ~ POINT OF INTERSECTION
P.C. ~ POINT OF CURVATURE AND/OR POINT OF CUSP
P.T. ~ POINT OF TANGENCY
R/W ~ RIGHT-OF-WAY
C1 ~ CURVE NUMBER
L ~ LENGTH OF ARC
(NR) ~ NON-RADIAL
(R) ~ RADIAL
R ~ RADIUS
F.E.M.A. ~ FEDERAL EMERGENCY MANAGEMENT AGENCY
NGVD ~ NATIONAL GEODETIC VERTICAL DATUM
RP ~ RADIUS POINT
---------- BUILDING SETBACK LINE (BSL)
---------- EASEMENT LINE

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

RESTRICTIVE COVENANTS,
OFFICIAL RECORDS BOOK 4465, PAGE(S) 353-370

PLAT BOOK 16, PAGE 58

PB 16 PG 58

WALTERS LAND SURVEYING
A PROFESSIONAL SERVICE ORGANIZATION
TELEPHONE NO. (850) 453-4443
7604 West Fairfield Drive Pensacola, FL. 32506
FAX NO. (850) 453-2292

DEVELOPER/OWNER

REGAL OAKS, INC.
PO BOX 1540
ORANGE BEACH, ALABAMA 36561
(334) 981-8530

SURVEYOR:

JOEL C. WALTERS
7604 WEST FAIRFIELD DRIVE
PENSACOLA, FL. 32506
(850) 453-4443

ENGINEER:

GECI & ASSOCIATES ENGINEERS, INC.
5 SOUTH PALAFOX PLACE
PENSACOLA, FL. 32501
(850) 432-2929

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT REGAL OAKS, INC., AN ALABAMA CORPORATION OWNER OF THE LAND DESCRIBED HEREIN AND PLATTED HEREON AS PARADISE ISLE, HEREBY DEDICATES TO THE PUBLIC ALL STREETS AND FURTHER DEDICATES PARCELS "A", "B", AND "C" AND THE 10' DRAINAGE EASEMENT LYING BETWEEN LOT 12 AND LOT 13 TO THE PARADISE ISLE HOMEOWNERS ASSOCIATION INC. AS DESIGNATED ON THIS PLAT.

REGAL OAKS, INC.
Tod Odom
PRINT NAME: TOD ODOM
TITLE: VICE-PRESIDENT

WITNESS: A. Alan Manning
PRINT NAME: A. Alan Manning
WITNESS: Sue B. Dice
PRINT NAME: Sue B. Dice

NOTARY PUBLIC:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 27th DAY OF August, 1999, BY TOD ODOM, AS VICE PRESIDENT, OF REGAL OAKS, INC. AN ALABAMA CORPORATION, ON BEHALF OF SAID CORPORATION, AND WHO IS PERSONALLY KNOWN TO ME, OR ____ PRODUCED Fla. Drivers License AS IDENTIFICATION.

NOTARY PUBLIC Sue Dice
PRINT NAME: Sue Dice
COMMISSION NUMBER: ____
MY COMMISSION EXPIRES: ____
SUE B. DICE Notary Public - State of FL Comm. Exp. Mar. 4, 2003 Comm. No. CC814439
SEAL

JOINDER BY MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, WHITNEY NATIONAL BANK, OWNER OF THAT CERTAIN MORTGAGE EXECUTED BY REGAL OAKS, INC., AN ALABAMA CORPORATION, IN FAVOR OF THE UNDERSIGNED, WHICH MORTGAGE IS RECORDED IN O.R. BOOK 4408, PAGE 164, ALL THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, TOGETHER WITH ALL MODIFICATIONS, RELEASES, SUBORDINATIONS OR OTHER INSTRUMENTS PERTAINING THERETO, WHICH ENCUMBERS THE LAND DESCRIBED HEREIN AND PLATTED HEREON AS PARADISE ISLE, DOES, AS EVIDENCED BY ITS EXECUTION HEREOF, JOIN IN THE DEDICATIONS CONTAINED ON THIS PLAT AND DOES HEREBY RATIFY THIS PLAT AND ALL DEDICATIONS AND RESERVATIONS CONTAINED HEREON.

SIGNED THIS 27th DAY OF August 1999.

WITNESS: Mark H. Adams
PRINT NAME: Mark H. Adams
WITNESS: Tod Odom
PRINT NAME: Tod Odom

WHITNEY NATIONAL BANK
BY: Kerry O'Connor
PRINT NAME: KERRY O'CONNOR
TITLE: VICE-PRESIDENT

NOTARY PUBLIC:

STATE OF ALABAMA
COUNTY OF BALDWIN

THE SOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 27th DAY OF August 1999, BY KERRY O'CONNOR AS VICE-PRESIDENT OF WHITNEY NATIONAL BANK, A BANKING CORPORATION, ON BEHALF OF SAID CORPORATION, AND WHO ____ IS PERSONALLY KNOWN TO BE OR ____ PRODUCED Drivers Licenses AS IDENTIFICATION.

NOTARY PUBLIC Mark A. Adams
PRINT NAME: MARK A ADAMS
COMMISSION NUMBER: ____
MY COMMISSION EXPIRES: 12-26-2002
SEAL

CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT:

I, ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 71-339, SECTIONS 177-011 THROUGH 177-121 OF THE 1971 ACTS OF THE FLORIDA LEGISLATURE) AND THE SAME WAS FILED FOR RECORD ON THE 8th DAY OF September, 1999, AND FILED IN PLAT BOOK 16 AT PAGE 58 OF SAID COUNTY.

Ernie Lee Magaha
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
SEAL

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS:

I, ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE 2nd DAY OF September, 1999, WAS APPROVED FOR FILING BY SAID BOARD, AND I, AS SAID CLERK OF THE CIRCUIT COURT, WAS INSTRUCTED TO SO CERTIFY HEREON.

Ernie Lee Magaha
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
SEAL

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177.011 ~ 177.151, FLORIDA STATUTES; THAT THE BOUNDARY INFORMATION ON THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE AND SECTION 472.027, FLORIDA STATUTES; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA; AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN.

SIGNED THIS 27th DAY OF AUGUST, 1999.

GARY F. BYRD, FLORIDA REGISTERED LAND SURVEYOR
(R.L.S. NO. 4400, L.B. NO. 6861)
7604 W. FAIRFIELD DRIVE
PENSACOLA, FLORIDA 32506
(850) 453 - 4443
SEAL

ENGINEERS CERTIFICATE:

I, STEVE A. GECI, HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR PARADISE ISLE.

STEVE A. GECI, P.E., FLORIDA ENGINEERING # 33658 9/27/99
SEAL

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14706 **County Administrator's Report 10. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/06/2018
Issue: Request for Disposition of Property
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Public Works Department - Joy Jones, P.E., Public Works Department Director

That the Board approve the two Request for Disposition of Property Forms for the Public Works Department, listing three items. The Request Forms have been signed by all applicable authorities.

BACKGROUND:

The Request Forms have been signed by all applicable authorities.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy Section II, B-1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Disposition of Property form

Disposition on Property form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Escambia County Road Dept. COST CENTER NO: 210402

Maribelle Van Brussel DATE: 8/20/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Maribelle Van Brussel Phone No: 850-937-2123

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	30685	TRI AXLE TRALER	1120BD304FS090492	9 TON	1985	POOR
N						POOR
N						POOR
N						POOR
N						POOR
N						

Disposal Comments: NOT USEABLE, FRAME CRACKED. TO BE SCRAPPED

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 8/20/18

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): JAMES HIGDON

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____
Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ROAD DEPARTMENT COST CENTER NO: 210405

Maribelle VanBrussel DATE: 8/9/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Maribelle VanBrussel Phone No: 850-937-2123

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM		SERIAL NUMBER	MODEL	YEAR	CONDITION
N	T62330	JOHN DEERE GATOR 4WD		1M0HPXGSTBM10006	ATV	2012	POOR
N	T62331	JOHN DEERE GATOR 4WD		1M0HPXGSPBM100111	ATV	2012	POOR
N							POOR
N							POOR
N							POOR
N							POOR

Disposal Comments: to be auctioned. Bad condition...not drivable or repairable

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 8/9/18

FROM: Escambia County Department Director (Signature): Charles Morgan

Director (Print Name): Charles Morgan

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14550 **County Administrator's Report 10. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/06/2018
Issue: Request for Disposition of Property
From: Horace Jones, Director
Organization: Development Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for Disposition of Property for the Development Services Department - Horace L. Jones, Development Services Department Director

That the Board approve the Request for Disposition of Property Form for the Development Services Department for the property described on the Disposition Form, which has been found to be inoperable and of no further use, and is to be disposed of or sent for recycling as it is unusable.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The property listed on the attached Request for Disposition of Property Form has been checked and declared of no further use to the County; therefore, approval of the disposition is being requested.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with Florida Statutes 274.07, and Board of County Commissioners' Procedures for Disposition of County Property - Section II, Part B.1

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Request for Disposition of Property Form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Development Services Dept. COST CENTER NO: 240201

Yulanda Sparks DATE: July 24, 2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Yulanda Sparks Phone No: 850-595-3120

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	52602	INKJET 2600DN PRINTER	SG36967079	INKJET 2600DN		POOR
Y	55526	OPTIPLEX GX620 COMPUTER	J6R36C1	GX620		POOR
Y	55019	INFOCUS GEN205 PROJECTOR	AMRV54800006	INFOCUS GEN205		POOR

Disposal Comments:

BAD CONDITION

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth
Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 07/25/2018 Information Technology Technician Signature: Brandon W Knuth Digitally signed by Brandon W Knuth DN: cn=Brandon W Knuth, o=Escambia County BCC, ou=Information Technology, email=bwknuth@myescambia.com, c=US Date: 2018.07.25 13:14:11 -05'00'

Date: 7/25/18

FROM: Escambia County Department Director (Signature): H Jones

Director (Print Name): Horace L. Jones

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____ _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14713 **County Administrator's Report 10. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/06/2018
Issue: Waste Services - Request for Disposition of Property
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

That the Board approve the Disposition of Property Form for the Waste Services Department, for disposition of (1) Chem-Tainer Oil Tank, (1) Sharp Copier, Model ARM350N, and (1) Fluorescent Bulb Crusher.

All property is described and listed on the Disposition Form, with reasons for disposition stated. Due to the condition of the listed items, they have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or appropriately recycled or disposed.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Requests for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County and suitable to be auctioned or appropriately recycled or disposed.

BUDGETARY IMPACT:

Possible recoup of funds if/when property goes to auction.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2 Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for thirty (30) days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

Attachments

Disposition Form_BCC 09062018

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Waste Services COST CENTER NO: 230314 / 230306

Susan R. Holt DATE: 8/21/2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R. Holt Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	51270	Chem-Tainer Oil Tank	n/a	TC6440DC	2002	poor
Y	52818	Sharp Copier ARM350N	35057440	ARM350N	2004	poor
Y	58500	Flourescent Bulb Crusher	n/a	BE 55	2010	fair

Disposal Comments: Tank for disposal of used oil in bad condition and will be disposed.

Copier is outdated; Fluorescent Bulb Crusher has been replaced by a new unit.

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 8/21/18 Information Technology Technician Signature: Brandon W Knuth

Date: 08/21/2018

FROM: Escambia County Department Director (Signature):

Director (Print Name): Patrick Johnson

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14682 **County Administrator's Report 10. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/06/2018
Issue: Request for Disposition of Property
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the four Request for Disposition of Property Forms for the Public Safety Department, for property which is described and listed on the Form, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned or disposed of properly.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Recommend the items be picked up for disposal. Please coordinate with Tamika Williams.

Attachments

Disposition of Property Forms

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety Department COST CENTER NO: _____

Tamika Williams DATE: 8/15/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 850-471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	60218	Sharp 70' TV with Wall Mount	M301833712	Sharp	2013	Poor
Y	58342	MTR 2000 Receiver	474CKR004		2009	Poor
Y	58200	911 Call Stat Sign	DY0010948	Motorola	2009	Poor
N	47330	Cable Coaxial		Paul Patrick Electric	2006	Poor
N	55142	Portable Electrical Cart			2006	N/A
Y	55057	Sony Pan Camera		Sony	2006	Poor

Disposal Comments: These items are of no use to the County and is outdated and in poor condition. The electrical cart was purchased for the Sheriff's Dept located at the special needs shelter but the item could not be located

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 8/15/18

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety Department COST CENTER NO: 330801

Tamika L Williams DATE: 8/15/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 850-471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	T62372	Artic Cat ATV	RFB10ATVXAK6X0536	aRTIC cAT	2015	PARTS
N	T62373	Artic Cat ATV	4UF12MPV4CT306928	ARTIC CAT	2015	PARTS
N	T62379	Artic Cat ATV	4UF07ATV47T230019	ARTIC CAT	2015	PARTS

Disposal Comments: These ATV's were disassembled and used for parts and are of no further use to the County.

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature:

Date: 8/15/18

FROM: Escambia County Department Director (Signature):

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety COST CENTER NO: 330206

Norman W. Robinson II DATE: 05/03/2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: (850)475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	53653	Lifepak 500 AED	32908716	LP500	2005	Poor/Outdated
N	52723	Lifepak 500 AED	31666879	LP500	2003	Poor/Outdated
N	54860	Lifepak 500 AED	34264263	LP500	2006	Poor/Outdated

Disposal Comments: Product has reached the end of its service life. No longer serviced by Physio Control.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 05/03/2018

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety/Fire Rescue COST CENTER NO: 330206

Norman W. Robinson II DATE: 8/14/2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Norman W Robinson II Phone No: 475-5530

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	53012T	2004 Ford E350	1FDWF36P04EC24890	FORD	2004	Auction

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): NA

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature:

Date: 8/14/2018

FROM: Escambia County Department Director (Signature):

Director (Print Name): Mike D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14636 **County Administrator's Report 10. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/06/2018
Issue: Requests for Disposition of Property
From: SELINA BARNES, Interim Director of Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Corrections Department - William R. Powell, Director of Corrections

That the Board approve the two Request for Disposition of Property Forms for the Corrections Department for property which is described and listed on the Disposition Forms. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned or properly disposed.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Once approved, the department will coordinate the disposal of the items listed.

Attachments

Disposals 9.6.18

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: CORRECTIONS COST CENTER NO: 290301

MELISSA M. SNOW DATE: 08/07/2013

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): MSnow Phone No: 850-595-3107

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56881	2005 CROWN VICTORIA	2FAFP71W85X118507	FORD	2005	INOPERABLE
Y	58412	FARGO PHOTO ID PRINTER	A9160351	FARGO	2009	INOPERABLE
Y	59949	REACH-IN REFRIGERATOR	A94B400034R	N/A	2012	POOR

Disposal Comments: Equipment is no longer fit for intended use.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 08/07/2018

FROM: Escambia County Department Director (Signature): Cindy Pegg

Director (Print Name): Selina Barnes

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: CORRECTIONS COST CENTER NO: 290305

MELISSA M. SNOW DATE: 08/07/2013

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): MSnow Phone No: 850-595-3107

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	62485	COMMERCIAL REFRIGERATOR	23R15071124	N/A	2016	POOR

Disposal Comments: Equipment is no longer fit for intended use.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 08/07/2018

FROM: Escambia County Department Director (Signature): Cindy Boone

Director (Print Name): Selina Barnes

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____
Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14707 **County Administrator's Report 10. 11.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/06/2018

Issue: Resolution Designating the Interim Chief Correctional Officer of Escambia County
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Designating the Chief Correctional Officer of Escambia County - Jack R. Brown, County Administrator

That the Board adopt the attached Resolution (R2018-96) designating William R. Powell as the Chief Correctional Officer of Escambia County, pursuant to Section 951.06, Florida Statutes, effective 12:01 a.m., Saturday, September 1, 2018, and ratify the Chairman's signature.

BACKGROUND:

William R. Powell, who has over 20 years of experience in the corrections field, began his employment with the Board of County Commissioners on September 1, 2018 as the Director of Corrections. As Chief Correctional Officer, Mr. Powell will report directly to Jack Brown, County Administrator, and Matthew Coughlin, Assistant County Administrator. Mr. Powell shall see that all the rules and regulations prescribed by the law and the Board are fully observed and complied with.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution (R2018-96) was prepared and approved by Alison P. Rogers, County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Section 951.06, Florida Statutes, provides for the designation of a Chief Correctional Officer as the Board of County Commissioners deem necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution R2018-96 WIlliam R. Powell Chief Correctional Officer

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Escambia County
Clerk's Original

9/6/2018

RESOLUTION R2018-96

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, DESIGNATING THE CHIEF CORRECTIONAL OFFICER OF ESCAMBIA COUNTY, FLORIDA; DEFINING DUTIES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, §951.06, Florida Statutes, provides for the designation of a Chief Correctional Officer as the County Commissioners deem necessary; and

WHEREAS, the Board of County Commissioners desires to designate William R. Powell as the Chief Correctional Officer for Escambia County; and

WHEREAS, William R. Powell, as Chief Correctional Officer for Escambia County shall see that all the rules and regulations prescribed by the law and the Board are fully observed and complied with; and

WHEREAS, William R. Powell, as Chief Correctional Officer, shall notify the County Administrator prior to discharging any correctional officer who is guilty of gross negligence or cruel and inhuman treatment of prisoners under his control; and

WHEREAS, William R. Powell, as Chief Correctional Officer, and pursuant to §951.06(4), Fla. Stat., shall be furnished means of transportation over the roads of Escambia County plus the upkeep and operation of said transportation shall be furnished by Escambia County; and

WHEREAS, William R. Powell, as Chief Correctional Officer, shall have his salary fixed by the County Administrator as the Board's designee.

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

Section 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

Section 2. That the Board of County Commissioners hereby designates William R. Powell as Chief Correctional Officer for Escambia County, Florida, effective 12:01 a.m., Saturday, September 1, 2018.

ADOPTED THIS 6th day of September, 2018.

Date Ratified

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

BY: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/21/18

Date Executed

8/21/2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14729 **County Administrator's Report 10. 12.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/06/2018

Issue: Provider Agreement with Alabama Medicaid for Escambia County EMS
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Alabama Medicaid Provider Agreement for Escambia County Emergency Medical Services - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the electronic submission of the Provider Agreement and Provider Disclosure Form with the electronic signature of Michael D. Weaver as a condition for Escambia County Board of County Commissioners/Escambia County EMS (Emergency Medical Services) to continue to participate as a Provider under the Alabama Medicaid Program, with the provision that any litigation concerning any part of the Agreement shall be conducted in either the Circuit Court of Montgomery County, Alabama, or the United States District Court for the Middle District of Alabama, Northern Division.

BACKGROUND:

Escambia County EMS (ECEMS) has been enrolled as a provider with the Alabama Medicaid Program since 2002. ECEMS received notification that it must submit a Provider Agreement to "re-enroll" in order to continue its participation as a provider under that program. The ability to participate in Alabama Medicaid is of benefit to certain patients transported by ECEMS as a result of the Interlocal Agreement for the Provision of Emergency Medical Services between Escambia County (Alabama) Healthcare Authority and Escambia County, Florida. The area covered by that Agreement is that porition of Escambia County, Alabama, described as Flomaton, Alabama.

It was required that the Provider Agreement be returned to Alabama Medicaid no later than January 31, 2018.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has approved the Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires that agreements be approved by it.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Provider Agreement

Provider Disclosure Form

Select purpose of form below:

☐ **Initial Enrollment**
ATN #_____

☒ **Reenrollment**
NPI # 1518960426

MCD # 210040403

PROVIDER AGREEMENT

Name of Provider: Escambia County Board of County Commissioners/Escambia County EMS

NPI: 1518960426 Medicaid ID: 210040403

As a condition for participation as a provider under the Alabama Medicaid Program (MEDICAID), the provider (Provider) agrees to comply with all terms and conditions of this Agreement.

I. ALL PROVIDERS

1.1 Agreement and Documents Constituting Agreement.

A copy of the current *Alabama Medicaid Provider Manual* and the *Alabama Medicaid Administrative Code* has been or will be furnished to the Provider. This Agreement is deemed to include the applicable provisions of the State Plan, *Alabama Medicaid Administrative Code*, and *Alabama Medicaid Provider Manual*, as amended, and all State and Federal laws and regulations. If this Agreement is deemed to be in violation of any of said provisions, then this Agreement is deemed amended so as to comply therewith. Invalidity of any portion of this Agreement shall not affect the validity, effectiveness, or enforceability of any other provision. Provider agrees to comply with all of the requirements of the above authorities governing or regulating MEDICAID. Provider is responsible for ensuring that employees or agents acting on behalf of the Provider comply with all of the requirements of the above authorities.

1.2 State and Federal Regulatory Requirements.

1.2.1 Provider has not been excluded or debarred from participation in any program under Title XVIII (Medicare) or any program under Title XIX (Medicaid) under any of the provisions of Section 1128(A) or (B) of the Social Security Act (42 U.S.C. § 1320a-7), or Executive Order 12549. Provider also has not been excluded or debarred from participation in any other state or federal health-care program. Provider must notify MEDICAID or its agent within ten (10) business days of the time it receives notice that any action is being taken against Provider or any person defined under the provisions of Section 1128(A) or (B), which could result in exclusion from the Medicaid program

1.2.2 Provider agrees to disclose information on ownership and control, information related to business transactions, and information on persons convicted of crimes in accordance with 42 C.F.R. Part 455, Subpart B, and provide such information on request to MEDICAID, the Alabama Attorney General's Medicaid Fraud Control Unit, and/or the United States Department of Health and Human Services. Provider agrees to keep its application for participation in the Medicaid program current by informing MEDICAID or its agent in writing of any changes to the information contained in its application, including, but not limited to, changes in ownership or control, federal tax identification number, or provider business addresses, at least thirty (30) business days prior to making such changes. Provider also agrees to notify MEDICAID or its agent within ten (10) business days of any restriction placed on or suspension of the Provider's license or certificate to provide medical services, and Provider must provide to MEDICAID complete information related to any such suspension or restriction.

1.2.3 This Agreement is subject to all state and federal laws and regulations relating to fraud and abuse in health care and the Medicaid program. As required by 42 C.F.R. §431.107, Provider agrees to keep any and all records necessary to disclose the extent of services provided by the Provider to individuals in the Medicaid program and any information relating to payments claimed by the Provider for furnishing Medicaid services. Provider also agrees to provide, on request, access to records required to be maintained under 42 C.F.R. §431.107 and copies of those records free of charge to MEDICAID, its agent, the Alabama Attorney General's Medicaid Fraud Control Unit,

1.2.4 and/or the United States Department of Health and Human Services. All such records shall be maintained for a period of at least three years plus the current year. However, if audit, litigation, or other action by or on behalf of the State of Alabama or the Federal Government has begun but is not completed at the end of the above time period, or if audit findings, litigation, or other action has not been resolved at the end of the above time period, said records shall be retained until resolution and finality thereof.

1.2.5 The Alabama Attorney General's Medicaid Fraud Control Unit, Alabama Medicaid Investigators, and internal and external auditors for the state/federal government and/or MEDICAID may conduct interviews of Provider employees, subcontractors and its employees, witnesses, and recipients without the Provider's representative or Provider's legal counsel present unless the person voluntarily requests that the representative be present. Provider's employees, subcontractors and its employees, witnesses, and recipients must not be coerced by Provider or Provider's representative to accept representation by the Provider, and Provider agrees that no retaliation will occur to a person who denies the Provider's offer of representation. Nothing in this agreement limits a person's right to counsel of his or her choice. Requests for interviews are to be complied with, in the form and the manner requested. Provider will ensure by contract or other means that its employees and subcontractors over whom the Provider has control cooperate fully in any investigation conducted by the Alabama Attorney General's Medicaid Fraud Control Unit and/or MEDICAID. Subcontractors are those persons or entities who provide medical goods or services for which the Provider bills the Medicaid program or who provide billing, administrative, or management services in connection with Medicaid-covered services.

1.2.6 Provider must not exclude or deny aid, care, service or other benefits available under MEDICAID or in any other way discriminate against a person because of that person's race, color, national origin, gender, age, disability, political or religious affiliation or belief. Provider must provide services to Medicaid recipients in the same manner, by the same methods, and at the same level and quality as provided to the general public.

1.2.7 Provider agrees to comply with all state and federal laws relating to the preparation and filing of cost reports, audit requirements, and inspection and monitoring of facilities, quality, utilization, and records.

1.2.8 Under no circumstances shall any commitments by MEDICAID constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of the Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void. The Provider's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim against Medicaid with the Board of Adjustment for the State of Alabama.

1.2.9 In the event litigation is had concerning any part of this Agreement, whether initiated by Provider or MEDICAID, it is agreed that such litigation shall be had and conducted in either the Circuit Court of Montgomery County, Alabama, or the United States District Court for the Middle District of Alabama, Northern Division, according to the jurisdiction of those respective courts. This provision is not intended to, nor shall it operate to, enlarge the jurisdiction of either of said courts, but is merely an agreement and stipulation as to venue.

1.3 Claims and Encounter Data

1.3.1 Provider agrees to submit claims for payment in accordance with billing guidelines and procedures promulgated by MEDICAID, including electronic claims. Provider certifies that information submitted regarding claims or encounter data will be true, accurate, complete, and that such information can be verified by source documents from which data entry is made by the Provider. Further, Provider understands that any falsification or concealment of a material fact may be prosecuted under state and/or federal laws.

1.3.2 Provider must submit encounter data required by MEDICAID or any managed care organization to document services provided, even if the Provider is paid under a capitated fee arrangement.

1.3.3 All claims or encounters submitted by Provider must be for services actually rendered by Provider. Physician providers must submit claims for services rendered by another in accordance with MEDICAID rules regarding providers practicing under physician supervision. Claims must be submitted in the manner and in the form set forth in the *Alabama Medicaid Provider Manual*, and within the time limits established by MEDICAID for submission of claims. Claims for payment or encounter data submitted by the provider to a managed care entity or MEDICAID are governed by the Provider's contract with the managed care entity. Provider understands and agrees that MEDICAID is not liable or responsible for payment for any Medicaid-covered services provided under the managed care Provider contract, or any agreement other than this Medicaid Provider Agreement.

1.3.4 Federal and state law prohibits Provider from charging a recipient or any financially responsible relative or representative of the recipient for Medicaid-covered services, except where a copayment is authorized under the Medicaid State Plan. (42 C.F.R. §447.20). The provider (or its staff) must advise each recipient when MEDICAID payment will not be accepted prior to services being rendered, and the recipient must be notified of responsibility for the bill. The fact that Medicaid payment will not be accepted must be recorded in the recipient's medical record.

1.3.5 As a condition for eligibility for Medicaid benefits, a recipient assigns all rights to recover from any third party or any other source of payment to MEDICAID (42 C.F.R. §433.145 and §22-6-6.1, Code of Alabama 1975). Except as provided by MEDICAID's third-party recovery rules *(Alabama Medicaid Administrative Code*, Chapter 20), Provider agrees to accept the amounts paid under MEDICAID as payment in full for all covered services. (42 C.F.R. §447.15).

1.3.6 Provider must refund to MEDICAID any overpayments, duplicate payments, and erroneous payments which are paid to Provider by MEDICAID as soon as the payment error is discovered.

1.3.7 Provider has an affirmative duty to verify that claims and encounters are received by MEDICAID or its agent and implement an effective method to track submitted claims against payments made by MEDICAID.

1.3.8 MEDICAID'S obligation to make payments hereunder is subject to the availability of State and Federal funds appropriated for MEDICAID purposes. Further, MEDICAID'S obligation to make payments hereunder is and shall be governed by all applicable State and Federal laws and regulations. In no event shall the MEDICAID payment exceed the amount charged to the general public for the same service.

1.3.9 Provider shall not charge MEDICAID for services rendered on a no-cost basis to the general public.

1.3.10 Provider is prohibited from offering incentives (such as discounts, rebates, refunds, or other similar unearned gratuity or gratuities) other than an improvement(s) in the quality of service(s), for the purpose of soliciting the patronage of MEDICAID recipients. Should the Provider give a discount or rebate to the general public, a like amount shall be adjusted to the credit of MEDICAID on the MEDICAID claim form, or such other method as MEDICAID may prescribe. Failure to make a voluntary adjustment by the Provider shall authorize MEDICAID to recover same by then existing administrative recoupment procedures or legal proceedings.

1.3.11 Provider agrees and hereby acknowledges that payments made under this agreement are subject to review, audit adjustment and recoupment action. In the event that Provider acquires or has acquired ownership of another MEDICAID provider through transfer, sale, assignment, merger, replacement or any other method, whether or not a new Agreement is required, Provider shall be responsible for any unrecovered improper MEDICAID payments made to the previous provider. An indemnification agreement between Provider and the previous provider shall not affect MEDICAID'S right to recovery.

1.3.12 Provider agrees to comply with the provisions of the *Alabama Medicaid Provider Manual* regarding the transmission and receipt of electronic claims and eligibility verification data. Provider must verify that all claims submitted to MEDICAID or its agent are received and accepted. Provider is responsible for tracking claims transmissions against claims payments and detection and correcting all claims errors. If Provider contracts with third parties to provide claims and/or eligibility verification data from MEDICAID, the Provider remains responsible for verifying and validating all transactions and claims, and ensuring that the third party adheres to all client data confidentiality requirements.

II. RECIPIENT RIGHTS

2.1. Provider must maintain the recipient's state and federal right of privacy and confidentiality to the medical and personal information contained in Provider's records.

2.2. The recipient must have the right to choose providers unless that right has been restricted by MEDICAID or by waiver of this requirement from CMS. The recipient's acceptance of any service must be voluntary.

2.2.1 The recipient must have the right to choose any qualified provider of family planning services.

III. ADVANCE DIRECTIVES - HOSPITAL, HOME HEALTH, HOSPICE, AND NURSING HOME PROVIDERS

3.1 The provider shall comply with the requirements of §1902(w) of the Social Security Act (42 USC §1396a(w)) as described below:

3.1.1 Maintain written policies and procedures in respect to all adult individuals receiving medical care by or through the provider about patient rights under applicable state law to make decisions concerning medical care, including the right to accept or refuse medical or surgical treatment and the right to formulate advance directives;

3.1.2 Provide written information to all adult individuals on patient policies concerning implementation of such rights;

3.1.3 Document in the patient's medical record whether or not the individual has executed an advance directive;

3.1.4 Not condition the provision of care or otherwise discriminate against a patient based on whether or not he/she has executed an advance directive;

3.1.5 Ensure compliance with requirements of state law (whether statutory or recognized by the courts) concerning advance directives;

3.1.6 Provide (individually or with others) for education for staff and the community on issues concerning advance directives; and

3.1.7 Furnish the written information described above to adult individuals as required by law.

IV. TERM, AMENDMENT, AND TERMINATION

This Agreement will be effective from the date all enrollment documentation has been received and verified until the date the Agreement is terminated by either party. This Agreement may be amended as required, provided such amendment is in writing and signed by both parties concerned. Either party may terminate this Agreement by providing the other party with fifteen (15) days written notice. MEDICAID may immediately terminate the Agreement for cause if the Provider is excluded from the Medicare or Medicaid programs for any reason, loses its licenses or certificates, becomes ineligible for participation in the Medicaid program, fails to comply with the provisions of this Agreement, or if the Provider is or may be placing the health and safety of recipients at risk. MEDICAID may terminate this Agreement without notice if the Provider has not provided services to Medicaid recipients in excess of five (5) claims or $100.00 during the last fiscal year.

V. CIVIL RIGHTS COMPLIANCE

Assurance is hereby given that in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 70b), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), the Americans with Disabilities Act of 1990, Section 1557 of the Patient Protection and Affordable Care Act of 2010, and the Regulations issued thereunder by the Department of

Health and Human Services (45 CFR Parts 80, 84, and 90) no individual shall, on the ground of race, sex, color, creed, national origin, age, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or services by this institution.

VI. SIGNATURE AUTHENTICATION STATEMENT

To the best of my knowledge, the information supplied on this document is accurate and complete and is hereby released to HP and the Alabama Medicaid Agency for the purpose of enrolling with Alabama Medicaid.

I hereby authorize, consent to, and request the release to the Alabama Medicaid Agency of any and all records concerning me, including, but not limited to, employment records, government records, and professional licensing records, and any other information requested by the Alabama Medicaid Agency for purposes of acting on my application to be an enrolled provider under the Alabama Medicaid program.

Signature of applicant (or an authorized representative if you are enrolling as a provider group/supplier)

1. 18 U.S.C. § 1001 authorizes criminal penalties against an individual who in any matter within jurisdiction of any depart or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device a material fact, or make any false, fictitious or fraudulent statements or representations, or makes any false writing or document knowing the same to contain any false, fictitious of fraudulent statement or entry.

Individual offenders are subject to fines of up to $250,000 and imprisonment for up to five years. Offenders that are organizations are subject to fines of up to $500,000. 18 U.S.C. § 3571 Section 3571(d) also authorizes fines of up to twice the gross gain derived by the offender if it is greater than the amount specifically authorized by the sentencing statute.

2. Section 1128B(a)(1) of the Social Security Act authorizes criminal penalties against an individual who "knowingly and willfully makes or causes to be made any false statement or representation of a material fact in any application for any benefit or payment under a program under a Federal health care program. **The offender is subject to fines of up to $25,000 and/or imprisonment for up to five years.**

3. The Civil False Claims Act, 31 U.S.C. § 3729 imposes civil liability, in part, on any person who:
a) knowingly presents, or causes to be presented, to an officer or an employee of the United States Government a false or fraudulent claim for payment or approval;
b) knowingly makes, uses, or causes to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the Government; or
c) conspire to defraud the Government by getting a false or fraudulent claim allowed or paid.

4. Section 1128B(a)(1) of the Social Security Act imposes civil liability, in part, on any person (including an organization, agency or other entity) that knowingly presents or causes to be presented to an officer, employee, or agent of the United States, or of any department or agency thereof, or of any State agency.

A claim that the Secretary determines is for a medical or other item or service that the person knows or should know:
a) was not provided as claimed; and/or
b) the claim is false or fraudulent.

This provision authorizes a civil monetary penalty of up to $10,000 per each item or service, an assessment of up to 3 times the amount claimed, and exclusion from participation in the Medicare program and State health care programs.

5. The Government may assert common law claims such as "common law fraud," "money paid by mistake," and "unjust enrichment." **Remedies include compensatory and punitive damages, restitution and recovery of the amount of the unjust profit.**

Provider Signature _____
(Must be an original signature)

Date _____

Name of Provider: Michael D. Weaver

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/23/18

Select purpose of form below: DISCLOSURE FORM Revised 07/24/18

☐ **Initial Enrollment** ☐ **Reenrollment** ☐ **Update**

ATN #_____ **NPI #**_____ **NPI #**_____

MCD #_____ **MCD #**_____

PROVIDER DISCLOSURE FORM

Providers who operate as a corporation, organization, institution, agency, partnership, professional association, or similar entity must complete the following information for each of the following individuals: (Print/Make additional copies as necessary)

Owners Officers Shareholders with 5% or more controlling interest
Agents Directors Managing Employees

This form must be completed for anyone who holds one of the above listed positions. Completion of this form requires that a valid answer be provided to EVERY question. Incomplete forms will be returned for the missing information.

Submit with bar coded cover sheet to HPES' Provider Enrollment Department at:
P O Box 241685, Montgomery, AL 36124-1685

The completion of this form is required to establish a new group or payee or update an enrolled group or payee. Please note that the address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address. Attach additional sheets if necessary.

Name:	Title:
Home Address:	Business Address:
Social Security Number:	Employer's Tax ID:
Driver's License Number & Issuer:	Driver's License Expiration Date:
Date of Birth:	Sex: ☐ Male ☐ Female
Previous Home Address (you may put N/A if not applicable):	Previous Business Address (you may put N/A if not applicable):

List the name and address of each person with an ownership or controlling interest in the disclosing entity or in any subcontractor in which the disclosing entity has direct or indirect ownership of 5% or more. This includes relatives (you may put N/A if not applicable).

Name	Address

List the names of **any other disclosing** entity in which person with an ownership or control interest in the disclosing entity also has an ownership or control interest of at least 5% or more (you may put N/A if not applicable).

NOTE: Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under the title V, XVIII, or XX of the Act.

Name	Address	Tax ID	%

Are you related as spouse, parent, child, or sibling to any other owner, officer, agent, managing employee, director or shareholder? ☐ Yes ☐ No If yes, please give names and relationships (Attach additional sheets if necessary):

Name	Relationship

Select purpose of form below:

☐ **Initial Enrollment** ☐ **Reenrollment** ☐ **Update**

ATN #_____ **NPI #**_____ **NPI #**_____

MCD #_____ **MCD #**_____

PROVIDER DISCLOSURE FORM (cont.)

List any business transactions with wholly owned suppliers or any subcontractors totaling more than $25,000, during the last 12 months (you may put N/A if not applicable).

FULL LEGAL NAME	ADDRESS	AMOUNT OF BUSINESS TRANSACTION	RELATIONSHIP

Have you ever been excluded, debarred, or sanctioned from any state or federal program? ☐Yes ☐ No
If yes, please fully explain the details including dates, the state where the incident occurred, and any adverse action against your license: (attach additional sheets if necessary)

_____

_____

_____

Is your license currently suspended or restricted? ☐Yes ☐ No

If yes, please fully explain the details including dates, the state where the incident occurred, and any adverse action against your license: (attach additional sheets if necessary)

_____

_____

_____

Have you ever been convicted of a crime? (excluding minor traffic citations) ☐Yes ☐ No

Convicted means that:

1. A judgement of conviction has been entered against an individual or entity by a Federal, State or local court, regardless of whether:
   a) There is a post-trial motion or appeal pending, or
   b) The judgement of conviction or other record related to the criminal conduct has been expunged or otherwise removed;
2. A Federal, State or local court has made a finding of guilt against an individual or entity;
3. A Federal, State or local court has accepted a plea of guilty or *nolo contendere* by an individual or entity; or
4. An individual or entity has entered into participation in a first offender, deferred adjudication, or other program or arrangement where judgement of conviction has been withheld.

If yes, please fully explain the details including dates, the state where the incident occurred, and any adverse action against your license:

_____

_____

_____

_____

Do you have any outstanding criminal fines, restitution orders, or overpayments identified in this state or any other state? ☐ Yes ☐ No

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14735 **County Administrator's Report 10. 13.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/06/2018

Issue: Medical Student Externship Affiliation Agreement between Escambia County and Florida State University
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Medical Student Externship Affiliation Agreement between Escambia County and Florida State University - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Medical Student Externship Affiliation Agreement between Escambia County and the Florida State University College of Medicine for the provision of allowing medical students to participate in health care educational activities utilizing the County's EMS facilities:

A. Approve the Medical Student Externship Affiliation Agreement with the Florida State University (FSU) College of Medicine to allow medical students to receive clinical experience under the auspices of Escambia County Emergency Medical Services (ECEMS), commencing the effective date of the Agreement for a period of one year and will be automatically renewed for four successive one year renewal terms; and

B. Authorize the Chairman to execute the Agreement.

BACKGROUND:

This Agreement will establish the provision of clinical students enrolled at FSU College of Medicine. Through the Agreement, ECEMS will allow students at the discretion of their physician sponsor, write orders, dictate histories and physicals, and discharge summaries. Dictated histories and physicals, and discharge summaries will be cosigned by the sponsoring physician within 24 hours; orders written by students will be cosigned by the sponsoring physician prior to initiation.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Medical Student Externship Affiliation Agreement has been reviewed and approved for legal sufficiency by Kristen Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires Board approval of all Agreements.

IMPLEMENTATION/COORDINATION:

Upon BCC approval and proper execution, Dr. Rayme Edler, will oversee implementation of the Agreement and will work in close cooperation with Florida State University College of Medicine.

Attachments

Medical Student Externship Affliiation Agreement

MEDICAL STUDENT EXTERNSHIP AFFILIATION AGREEMENT

This Agreement is entered into by and between the Florida State University College of Medicine and Escambia County, a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the Florida State University College of Medicine ("SCHOOL") has established certain accredited professional training programs for medical students that require the provision of clinical training facilities; and

WHEREAS, Escambia County, by and through its Emergency Medical Services (EMS) Division of the Department of Public Safety ("COUNTY") has clinical facilities where SCHOOL's medical students may participate in health care educational activities; and

WHEREAS, it is a mutual benefit to both parties for SCHOOL's medical students to participate in health care educational activities utilizing the COUNTY's EMS facilities; and

WHEREAS, the parties wish to enter into this Agreement to define their respective responsibilities.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the SCHOOL and COUNTY agree as follows:

AGREEMENT AND RESPONSIBILITIES

1. The COUNTY agrees to accept SCHOOL's medical students to its COUNTY EMS facilities for purposes of participating in a clinical education program, specifically for medical student rotations at times mutually convenient to the COUNTY and SCHOOL. Each participating student shall complete a *Request for Medical Student Rotation* form, attached hereto as **Exhibit A**, before the student is permitted to participate in the program.

2. SCHOOL shall notify the COUNTY in writing of the number of medical students eligible to participate in the program and propose schedules for medical student rotation. COUNTY shall reserve the right to determine the number of students admitted to the program and approve program schedules.

3. Each participating student will be under the direct, on-site supervision of his or her designated physician sponsor or COUNTY's EMS staff at all times. Participating students may, at the discretion of his or her physician sponsor, write orders, dictate histories and physicals, and discharge summaries. Dictated histories and physicals, and discharge summaries will be cosigned by the sponsoring physician within 24 hours; orders written by the student will be cosigned by the sponsoring physician prior to initiation.

4. Upon SCHOOL's request, the COUNTY will permit SCHOOL's faculty and clinical coordinator(s) to visit the COUNTY's EMS facilities at a mutually agreeable time for purposes of ascertaining that the SCHOOL's educational objectives for each student are being met.

5. SCHOOL shall designate a faculty member to be the point of contact available for consultation with the COUNTY.

6. The SCHOOL is responsible for the content, quality, and evaluation of the educational program conducted at the COUNTY's EMS facilities.

7. COUNTY will not be responsible for supplying students with any books, equipment, supplies, or materials for the program. Further, COUNTY will not be responsible for any other costs or expenses related to the administration of the program.

8. The SCHOOL is responsible for ensuring that all students participating in the program comply with the COUNTY's rules, regulations, and procedures.

9. The SCHOOL and COUNTY agree to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as well as any applicable current and future regulations promulgated thereunder. Additionally, SCHOOL and COUNTY agree to comply with any applicable state laws and rules that relate to the confidentiality and security of information related to patients.

10. The SCHOOL will require all participating students to maintain and provide proof of health insurance. The SCHOOL represents that all participating students will receive all immunizations and health examinations required by the COUNTY before the student is permitted to participate in the program.

11. The SCHOOL represents that a Florida Department of Law Enforcement, Level 2 criminal background check; a criminal history search of County of Residence Criminal Records; Residence History/Social Security; Nationwide Sexual Offenders Registry; Nationwide Healthcare Fraud and Abuse; U.S. Patriot Act; and Employment Verification have been completed for each student upon admission to the SCHOOL and prior to participating in the program.

12. The SCHOOL represents that as a public entity it provides occurrence-based liability self-insurance for its students assigned pursuant to this Agreement, with policy limits as set forth in the *Certificate of Protection*, attached hereto as **Exhibit B**.

13. The COUNTY may immediately remove from the premises, and retains the right to suspend or terminate any student's participation in the program at the COUNTY's EMS facilities. The COUNTY will immediately notify the SCHOOL's Regional Campus Dean if such an action is required and the reasons for such action. The SCHOOL may terminate a student's participation when it determines that further participation would no longer be appropriate. The SCHOOL will notify the COUNTY if such action is required.

14. All students participating in the program will not be considered employees or agents of the COUNTY or SCHOOL for any purpose. Student's will not be entitled to receive any compensation from the COUNTY or SCHOOL or any benefits of employment from the COUNTY or SCHOOL.

15. This Agreement will commence upon the date last executed and continue for a term of one (1) year whereupon it will be automatically renewed for four (4) successive one year renewal terms unless either party provides the other party with written notice of its intent not to renew at least thirty (30) days prior to the expiration of the current term.

16. The parties reserve the right at any time during the initial term or any subsequent renewal term (including, without limitation, at the end of any one year period) to terminate this Agreement for convenience. Either party may exercise its right to terminate the Agreement for convenience by furnishing the other party with written notification of its election to do so. The termination for convenience shall take effect thirty (30) days following the non-terminating party's receipt of such notice. In no event will a termination for convenience be deemed a default under this Agreement and a termination for convenience will not subject either party to any penalty, damages, or claim of any type.

17. Nothing herein will obligate either party to indemnify or in any other way be liable to pay to any person or entity any amount which exceeds the amount(s) for which either party could be liable under the provisions of Section 768.28, Florida Statutes, and nothing herein will be read as a waiver of sovereign immunity

beyond that provided in the cited statute, nor will anything herein be read as increasing the liability of either party to any person or entity beyond those limits of liability for which either party could be held liable under the cited statute.

18. All notices required by the Agreement to be given by one party to the other will be effective only when sent in writing, either hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

SCHOOL:	COUNTY:
Regional Campus Dean	County Administrator
FSU-College of Medicine	Escambia County Government Complex
8880 University Pkwy, Ste. A	221 Palafox Place, Suite 420
Pensacola, Florida 32514	Pensacola, Florida 32502

All notices required or to be given hereunder will be made in writing, and will be deemed to have been properly given on the third day after being deposited in the United States Mail, with adequate postage, sent by registered or certified mail with return receipt requested, to the appropriate party at the addresses set out above, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other such overnight delivery service for next-day delivery. Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, will be deemed to be receipt of the notice sent. Either party will have the right, from time to time, to change the address to which notices are sent by giving the other party ten (10) days prior notice of the address change.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the date of signature by both parties.

ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

Date: _____

BCC Approved: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

THE FLORIDA STATE UNIVERSITY COLLEGE OF MEDICINE

By: _____
Paul McLeod, M.D., Regional Campus Dean

Date: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 8/28/18

EXHIBIT A
REQUEST FOR MEDICAL STUDENT ROTATION

SECTION 1: *To Be Completed by Medical Student*

NAME:

CURRENT LEVEL OF TRAINING:

DATES OF AFFILIATION:

ROTATION SERVICE:

ROTATION DATES:

RESPONSIBLE/SUPERVISING PHYSICIAN:

TYPE OF ROTATION: Clinical (patient contact permitted in accordance with PROGRAM PARAMETERS outlined below)

I agree to abide by all rules, regulations and guidelines as established by the PUBLIC SAFETY DEPARTMENT OF ESCAMBIA COUNTY, FLORIDA.

_____ _____

Signature Date

PROGRAM PARAMETERS

Clinical Rotation: Each student will be under the direct, on-site supervision of his or her physician sponsor or COUNTY EMS staff at all times. Students may, at the discretion of their physician sponsor, write orders, dictate histories and physicals, and discharge summaries. Dictated histories and physicals, and discharge summaries will be cosigned by the sponsoring physician within 24 hours; orders written by the student will be cosigned by the sponsoring physician prior to initiation.

SECTION 2: *To Be Completed by School*

I confirm the information provided above is accurate and that the named Individual is a medical student in good standing at our program and is participating in an approved rotation. Liability coverage is provided by the SCHOOL. This STUDENT:

1. has received training in compliance with OSHA Blood-borne Pathogen and Respiratory protection standards;
2. had PPD testing within the past year as required by OSHA;
3. has been offered the Hepatitis B vaccine in compliance with OSHA standards; and,
4. has been trained in HIPAA.

NAME (PRINT)	TITLE
SIGNATURE	TELEPHONE NUMBER

NAME OF STUDENT: _____

EXHIBIT B

Respond to:
P. O. Box 112735
Gainesville, Florida 32611-2735
Tel (352) 273-7006
Fax (352) 273-5424

FLORIDA STATE UNIVERSITY
College of Medicine Self-Insurance Program

CERTIFICATE OF PROTECTION
Florida State University College of Medicine
Medical and Physician Assistant Students

Protected Group: Students of the Florida State University College of Medicine

The Board of Governors of the State of Florida, pursuant to the authority of § 1004.24, Florida Statutes, and BOG Regulation 10.001, has created the Florida State University College of Medicine Self-Insurance Program (FSUSIP) to provide patient general liability protection, including professional liability protection, for the Florida State University Board of Trustees and its Florida State University operations. This coverage includes protection of Florida State University students while engaged in education and training programs of the Florida State University College of Medicine and when not subject to the immunity as described in section 768.28, Florida Statutes.

COVERAGE LIMITS

General Liability: $ 1,000,000 per occurrence, without an annual aggregate
Professional Liability: $ 1,000,000 per occurrence, without an annual aggregate

COVERAGE TYPE

Occurrence Based

This Certificate of Protection does not amend, alter, or modify the protection afforded by the Self-Insurance Program and is not fully descriptive of all conditions and restrictions. Please inquire directly with the undersigned if additional information is required.

Certificate Period: July 1, 2017 – June 30, 2019

Lynette M. Belforti
Underwriting Officer
Self-Insurance Program
March 2, 2017

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14662 **County Administrator's Report 10. 14.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/06/2018

Issue: 2018 Annual Update of the Escambia County Ten-Year Transit Development Plan (TDP)

From: Mike Crittenden, Director, Mass Transit

Organization: Mass Transit

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2018 Annual Update of the Escambia County Ten-Year Transit Development Plan - Mike Crittenden, Mass Transit Director

That the Board take the following action:

A. Approve and adopt the 2018 Annual Update to the Escambia County Ten-Year Transit Development Plan (TDP) prepared by the Mass Transit Department, ensuring that Escambia County Area Transit (ECAT) services are eligible for State Transit Block Grant and other transit funding available from the Florida Department of Transportation (FDOT); and

B. Direct the Mass Transit Director to provide copies to FDOT and other appropriate agencies.

Florida Statutes, Chapter 14-73, requires that grant program recipients prepare a planning, development and operational guidance document based on a ten-year planning horizon. This TDP, and annual updates are required to be adopted by a provider's governing body. The Annual Report must be forwarded to the regional FDOT office, by September of each fiscal year. Eligibility to receive state public transit grants is limited to those providers whose TDP has been found to be in compliance with the rule. The Board approved and adopted the Ten-Year TDP on August 18, 2016. Any service changes recommended in the TDP must be approved by the Board prior to implementation.

[Funding: Adoption of the Report is required to ensure the eligibility of Escambia County to receive Federal and State transit funding. Escambia County is expecting to receive $918,096 in Block Grant funds for Fiscal Year 2019]

BACKGROUND:

Florida Statutes, Chapter 14-73, requires that grant program recipients prepare a planning, development and operational guidance document based on a ten-year planning horizon. This TDP, and annual updates are required to be adopted by a provider's governing body. The Annual Report must be forwarded to the regional FDOT office, by September of each fiscal year. Eligibility to receive state public transit grants is limited to those providers whose TDP has been found to be in compliance with the rule. The Board approved and adopted the Ten Year TDP on August 18, 2016. Any service changes recommended in the TDP must be approved by the Board prior to implementation.

BUDGETARY IMPACT:

Adoption of the Report is required to ensure the eligibility of Escambia County to receive Federal and State transit funding. Escambia County is expecting to receive $918,096 in Block Grant funds for FY19.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan – Mass Transit Element.

IMPLEMENTATION/COORDINATION:

ECAT staff will ensure that all service is in compliance with the TDP and any changes are submitted to the Board prior to implementation. ECAT staff will ensure that the Annual Update is forwarded to FDOT and the TPO upon adoption by the Board.

Attachments

ECAT 2018 Transit Development Plan Annual Update

Pensacola Urbanized Area / Escambia County

Ten Year Transit Development Plan (TDP)

September 2018 – Annual Update

Prepared For:

Escambia County
Board of County Commissioners

Florida Department of Transportation

And

Florida – Alabama Transportation
Planning Organization

By: Escambia County Area Transit (ECAT)

Update of Improvements Implemented by ECAT since FY 2017-2018

Information in this update is provided in the format recommended in Florida Administrative Code: Rule 14-73.001

Past year's accomplishments compared to original implementation program

The current Escambia County Transit Development Plan (TDP) was adopted in August 2016.

On October 1, 2017 ECAT became a department of the Escambia County BOCC. Escambia County hired a Mass Transit Director to oversee the Mass Transit Department, which include ECAT (fixed route) and Escambia County Community Transportation (Demand Response).

The 2013 Collective Bargaining Agreement was extended in September 2016 for one year with First Transit. October 1, 2017 Escambia County extended the contract for 6 months, Escambia County and the ATU-1395 have been in negotiations however, at this date there is not a completed signed agreement.

ECAT improved the air conditioning by updating the units in all areas of the facility.

Analysis of any discrepancies between the plan and its implementation for the past year and steps that will be taken to attain original goals and objectives

The first phase of implemented route changes of the 2014 COA (Comprehensive Operations Analysis) were completed in April 2016. The route changes took place during the August 2016 TDP. ECAT is currently in the planning stages of phase 2, with an expectation of implementation early 2019. We have presented the forecasted analysis to Escambia County BOCC and have received the approval to proceed. We completed community outreach in July and August 2018, which is an important step in this process.

Expanding the employee parking lot was an item scheduled to be implemented in FY2017. However, due to budget constraints this was put on hold until further notice.

Any revisions to the implementation for the coming year

ECAT was awarded Mobility Enhancement funds from the Florida Commission for the Transportation Disadvantaged and plan to implement a pilot project in the Northern Rural Escambia County in October 2018. This is consistent with the Century Flex project addressed in the TDP under service improvements / expansion – to connect to Route 60 of the fixed route.

Added recommendations for the new tenth year of the updated plan

ECAT will focus on reviewing the current service structure for short-term improvements. If funding becomes available, additional recommendations will be added to the tenth year of the plan.

A revised financial plan

Financial Plan is attached and has been calculated utilizing the planning tool provided by the FDOT.

Capital Plan – ECAT's fleet currently consists of:

Year	Manufacturer	Qty
1998	Gillig	3
1999	Gillig	1
2002	Trolley	2
2006	Gillig	5
2007	Gillig	5
2009	Champion	2
2010	Champion	1
2010	Gillig	10
2014	Eldorado	6
2015	Eldorado	1
2015	Champion	7
2016	Trolley	3
	Total	46

ECAT's bus fleet requirements are as follows:

- 4 University of West Florida Cutaways
- 3 Pensacola Beach Trolleys
- 29 Peak Transit buses

A revised list of projects or services needed to meet the goals and objectives.

Transit Strategic Initiatives

Goal 1: Expand service delivery for existing and potential customers to meet demand for transit services in Escambia County.

ECAT plans to develop benchmarks for performance at the system and route level, The benchmarks will be used to monitor all existing and expanded service and will include standards to determine strong, average and poorly performing routes. ECAT will detail action plans for poor performing routes and identify improvements that can be made as it pertains to increasing ridership and improving service reliability and on-time performance.

The COA has identified low performing routes, and routes that would work with improvements or minor modifications. It is not practical to make all changes at one time, either logistically or financially. ECAT staff are evaluating recommendations, to establish ability to fund changes, surveying the passengers, public meetings, online surveys and community outreach.

Goal 2: Maintain and expand adequate capital infrastructure to ensure vehicles, facilities, customer amenities and bus stops achieve the highest standard of accessibility and comfort.

ECAT is including a detailed Capital Improvement Program (CIP) indicating that ECAT will need to replace 4 fixed route vehicles that are past their useful life for FY2019.

Escambia County has continued to upgrade current shelters with solar lighting to aid in keeping passengers safe outside of daylight hours. We have also added USB ports, to allow passengers to keep their phones charged.

Goal 3: Develop a comprehensive marketing, communications and media relations program to effectively promote transit's image, increase awareness and provide updated information materials.

ECAT have conducted several Classroom on Wheels events with participants, such as: Project Search, Capstone Academy, and Lakeview Center. ECAT have conducted several on the bus trainings and travel training sessions with other community organizations as well.

Currently, ECAT is implementing social media and marketing strategies to our customers. Social media offers an opportunity for a transit system to establish a more personal relationship with its customers. The ECAT Facebook and Twitter pages provide an opportunity for two way communication. This is particularly useful in advance of a service change, as it allows riders to ask questions and provide feedback. ECAT is also using rider ECAT website text alerts, and email notifications to communicate route detours or service changes. For future planning

efforts, having a regular social media contacts database will aid efforts to recruit participation in public workshops and outreach efforts. ECAT's Facebook page currently has 1,673 followers as of August 2018.

Presentations and information are provided at many community events during the year, such as the Reintegration Fair by Workforce Escarosa, UWF Student Transition Conference, & Homeless Veterans Stand Down, local service and business clubs and neighborhood meetings. ECAT participated in Transportation Days at schools, such as McMillan Pre-K, Westgate School, and St. Anne's Catholic Church.

Goal 4: Evaluate and participate in community values and initiatives as they relate to future plans.

ECAT has been working with various agencies throughout the community to educate citizens on how to use the transit system effectively to meet their day-to-day needs. We have attended group meetings at local colleges and universities, high school job fairs, and the local workforce agency; in an effort to bring awareness of the availability and affordability of public transportation. Connecting with these organizations allows for greater exposure with a portion of the population that is on various socio-economic levels. We can encourage contact with individuals on a more personal or individual basis.

ECAT's Travel Training Program provides individual and group training on route information. It also provides a volunteer travel companion, at no charge, to actually ride with a customer who needs additional assistance in riding the bus. ECAT also provides "Classroom on Wheels" trips, using existing bus routes and schedules, continued to be a popular educational experience for various school groups. ECAT has enhanced its Travel Training Program by creating promotional materials to distribute at each community event. ECAT also created age-appropriate PowerPoint presentation to use when training students, clients, or passengers how to ride the bus.

Goal 5: Maximize safety and security for all transit services and facilities.

ECAT has developed and maintains a comprehensive System Safety Program Plan (SSPP) under 14-90.004 that complies with or exceeds the established safety standards. ECAT's System Safety Program Plan (SSPP) is updated annually and as needed.

ECAT maintains a safety and security system throughout its facilities, fleet and public stops and stations. We have cameras throughout our facility and an Employee Badge System that restricts access to the facility to employees that are authorized to each area. ECAT has new surveillance cameras in the entire revenue vehicle fleet.

ECAT is continuously monitoring Safety and Security issues at the ECAT main terminal, Rosa Parks Transfer Station. Supervisors monitor the passenger boarding/ alighting area.

ECAT has utilized Escambia County's Engineering and Planning Department when making improvements to our facility. ECAT reviews all on-street transfer location bus stops and shelters for safety and accessibility for passengers.

ECAT has plans to create an FTA Safety Plan during 2019.

Goal 6: Ensure prudent public stewardship of financial resources and secure additional funding for system maintenance and improvements.

Over the past few years, ECAT staff have worked hard to implement strong financial controls comprehensive procedures. Internal controls will remain the same; a recent Escambia County audit highlighted that internal controls are strong. ECAT's external controls will be monitored by the Escambia County Clerk's Office.

ECAT continues to document all policies and procedures pertaining to payroll, accounts receivable, accounts payable, general ledger, invoicing, petty cash, use of purchasing cards, farebox vaulting and collection and other accounting policies.

Goal 7: Pursue regional transportation needs with surrounding counties and the overall Pensacola Urbanized Area.

ECAT participates in the Florida-Alabama TPO planning and project development process through its membership on the TPO and its representation on the Technical Coordinating Committee. ECAT reviews capital projects and submits priorities to the TPO for inclusion in the Project Priorities list.

In 2004, the Pensacola Metropolitan Planning Organization was changed to the Florida Alabama Transportation Planning Organization (TPO) due to the 2000 census data that enlarged the Pensacola urbanized area to include the Lillian portion of Baldwin County. After the 2010 Census, the Orange Beach portion of Baldwin County was added to the TPO planning area.

Farebox Recovery Ratio:

Below please find a table showing ECAT's farebox revenue, ridership and farebox recovery ration for the last 3 years:

Year	Ridership	Farebox Revenue	Operating Costs	Recovery Ratio
2016	1,231,825	$ 992,476	$ 9,214,218.00	11%
2017	1,234,586	$ 978,260	$ 9,776,561.00	10%
2018 (expected)	1,223,509	$ 979,087	$ 7,602,000.00	13%

As can be seen from the above table, ECAT's expected farebox recovery ratio is expected to increase. The costs of running a system in house vs. paying a contractor is reflected in this increase.

Vehicle Replacement Schedule

ECAT Transit Fleet

LOCATION	MFG YR	MAKE	Model	VIN. #	Lic. #	Lic. State	Passenger	Fleet #	County Propert	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
ECAT	1998	Gillig	M11-T30-96	15GCA2119W1088846	126225	FL	29	9823	46396	X									
ECAT	1998	Gillig	M11-T30-96	15GCA2110W1088847	126226	FL	29	9824	46397	X									
ECAT	1998	Gillig	M11-T30-96	15GCA2112W1088848	126227	FL	29	9825	46398	X									
ECAT	1999	Gillig	PHANTOM	15GCB2112X1089299	V48597	FL	35	9926	47791	X									
ECAT	2002	Supreme	Trolley	4UZAAUBV12CK1390	207853	FL	32	105	51037										
ECAT	2002	Supreme	Trolley	4UZAAUBV82CK1391	207854	FL	32	107	51038										
ECAT	2006	Gillig	G29E102R2	15GGE291361090831	TA0403	FL	28	0632	55099		X								
ECAT	2006	Gillig	G29E102R2	15GGE291561090832	TA0404	FL	28	0633	55100		X								
ECAT	2006	Gillig	G29E102R2	15GGE291761090833	TA0405	FL	28	0634	55101		X								
ECAT	2006	Gillig	G29E102R2	15GGE291961090834	TA0408	FL	28	0635	55104		X								
ECAT	2006	Gillig	G29E102R2	15GGE291061090835	TA0409	FL	28	0636	55105		X								
ECAT	2007	Gillig	G29E102R2	15GGE291171091282	TA4420	FL	28	0737	55985			X							
ECAT	2007	Gillig	G29E102R2	15GGE291371091283	TA4421	FL	28	0738	55986			X							
ECAT	2007	Gillig	G29E102R2	15GGE291571091284	TA4428	FL	28	0739	55987			X							
ECAT	2007	Gillig	G29E102R2	15GGE291771091285	TA4429	FL	28	0740	55988			X							
ECAT	2007	Gillig	G29E102R2	15GGE291071091287	TA4434	FL	28	0742	56001			X							
ECAT	2010	Gillig	G27E102N2	15GGE2710A1092080	161563	FL	28	1043	58783						X				
ECAT	2010	Gillig	G27E102N2	15GGE2710A1092081	214390	FL	28	1044	58784						X				
ECAT	2010	Gillig	G27E102N2	15GGE2710A1092082	164300	FL	28	1045	58785						X				
ECAT	2010	Gillig	G27E102N2	15GGE2710A1092083	160297	FL	28	1046	58786						X				
ECAT	2010	Gillig	G27E102N2	15GGE2710A1092084	164294	FL	28	1047	58787						X				
ECAT	2010	Gillig	G27E102N2	15GGE2710A1092085	164299	FL	28	1048	58788						X				
ECAT	2010	Gillig	G27E102N2	15GGE2710A1092086	164298	FL	28	1049	58789						X				
ECAT	2010	Gillig	G27E102N2	15GGE2710A1092087	164297	FL	28	1050	58790						X				
ECAT	2010	Gillig	G27E102N2	15GGE2710A1092088	164290	FL	28	1051	58791						X				
ECAT	2010	Gillig	G27E102N2	15GGE2710A1092089	TA4433	FL	28	1052	58792						X				
ECAT	2014	ElDorado	BRT	1N9MNAC63EC08426	TA9962	FL	29	1453	61377										X
ECAT	2014	ElDorado	BRT	1N9MNAC63EC08426	TA9960	FL	29	1454	61378										X
ECAT	2014	ElDorado	BRT	1N9MNAC63EC08426	TA9961	FL	29	1455	61379										X
ECAT	2015	ElDorado	BRT	1N9MNAC67FC08400	161497	FL	29	1556	61944										
ECAT	2014	ElDorado	BRT	1N9MNAC97EC08438	TD608	FL	29	1457	62053										X
ECAT	2014	ElDorado	BRT	1N9MNAC97EC08438	TD608	FL	29	1458	62054										X
ECAT	2014	ElDorado	BRT	1N9MNAC69EC08438	TA9966	FL	29	1459	62075										X
ECAT	2009	GMC	C4500	1GBE4V1929F413105	158493	FL	18	1001	58611		X								
ECAT	2009	GMC	C4500	1GBE4V1959F413096	158494	FL	18	1002	58612		X								
ECAT	2010	Chevrolet	C5500	1GBG5U1998F414766	203819	FL	24	1003	60667		X								
ECAT	2015	Champion	Defender	5WEXWSKK4FH66525	TD865	FL	22	1501	61450							X			
ECAT	2015	Champion	Defender	5WEXWSKKXFH6652	TD734	FL	22	1502	61525							X			
ECAT	2015	Champion	Defender	5WEXWSKK1FH66525	TD734	FL	22	1503	61526							X			
ECAT	2015	Champion	Defender	5WEXWSKK6FH66525	TD956	FL	22	1504	61550							X			
ECAT	2015	Champion	Defender	5WEXWSKK8FH66525	TD955	FL	22	1505	61551							X			
ECAT	2015	Champion	Defender	5WEXWSKK8FH66526	TD955	FL	22	1506	61552							X			
ECAT	2015	Champion	Defender	5WEXWSKK2FH66525	TD850	FL	22	1507	61549							X			
ECAT	2016	Classic	Open Ohau	4UZAB9DT1GCHE815	TE4481	FL	41	108	62132										
ECAT	2016	Classic	Open Ohau	4UZAB9DT3GCHE815	TE4482	FL	41	109	62133										
ECAT	2016	Classic	Open Ohau	4UZAB9DT5GCHE815	TD991	FL	41	110	62134										
										4	8	5	0	0	10	7	0	0	6

Updated Ten Year Financial Plan

Escambia County Area Transit - 10-Year Costs and Revenues

Cost / Revenue	*2019*	*2020*	*2021*	*2022*	*2023*	*2024*	*2025*	*2026*	*2027*	*2028*	*10-Year Total*
Operating Costs											
Maintain Existing Fixed Route	$ 10,638,106	$ 10,957,249	$ 11,285,966	$ 11,624,545	$ 11,973,282	$ 12,332,480	$ 12,702,455	$ 13,083,528	$ 13,476,034	$ 13,880,315	$ 121,953,961
Maintain Paratransit	$ 2,851,237.71	$ 2,936,775	$ 3,024,878	$ 3,115,624	$ 3,209,093	$ 3,305,366	$ 3,404,527	$ 3,506,663	$ 3,611,863	$ 3,720,219	$ 32,686,245
New/Local Express Service	$ 326,739.69	$ 336,542	$ 346,638	$ 357,037	$ 367,748	$ 378,781	$ 390,144	$ 401,849	$ 413,904	$ 426,321	$ 3,745,704
Total Operating Cost	*$ 13,816,083*	*$ 14,230,566*	*$ 14,657,483*	*$ 15,097,207*	*$ 15,550,123*	*$ 16,016,627*	*$ 16,497,126*	*$ 16,992,040*	*$ 17,501,801*	*$ 18,026,855*	$ 158,385,910
Capital Costs											
Vehicles											
Replacement Buses	$ 1,050,000	$ 742,630	$ 1,147,363	$ 393,928	$ 3,651,713	$ 394,037	$ 1,697,226	$ 1,469,453	$ -	$ -	$ 10,546,350
Replacement Paratransit Vehicles	$ 309,000	$ -	$ 1,420,545	$ 450,204	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,179,749
Replacement of Support Vehicles	$ 103,000	$ 5,345	$ 54,636	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 162,981
Vehicles for New Transit Service	$ -	$ -	$ 787,856	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 787,856
Other Capital / Infrastructure											
ECAT Operating and Maintenance Facility	$ -	$ -	$ -	$ -	$ 20,000,000	$ -	$ -	$ -	$ -	$ -	$ 20,000,000
Downtown Intermodal Facility	$ -	$ -	$ -	$ -	$ -	$ 4,000,000	$ -	$ -	$ -	$ -	$ 4,000,000
Park-and-Ride Lots	$ 46,350	$ 47,741	$ 49,173	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 143,264
Bus Stop Infrastructure Program	$ 10,300	$ 10,609	$ 10,927	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 31,836
Security	$ 30,900	$ 31,827	$ 32,782	$ 33,765	$ 34,778	$ 35,822	$ 36,896	$ 38,003	$ 39,143	$ 40,317	$ 354,234
Amenities	$ 185,400	$ 41,200	$ 42,436	$ 43,709	$ 45,020	$ 46,371	$ 47,762	$ 49,195	$ 50,671	$ 50,671	$ 602,435
Expand Employee Parking	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Air Conditioning - Facility	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Computers / Software	$ 10,300	$ 10,609	$ 10,927	$ 11,255	$ 11,593	$ 11,941	$ 12,299	$ 12,668	$ 13,048	$ 13,439	$ 118,078
Total Capital Cost	*$ 283,250*	*$ 141,986*	*$ 146,245*	*$ 88,729*	*$ 20,091,391*	*$ 4,094,133*	*$ 96,957*	*$ 99,866*	*$ 102,862*	*$ 104,428*	*$ 25,249,847*
Revenues											
Federal Grants	$ 4,679,290	$ 4,819,669	$ 4,819,669	$ 4,819,669	$ 4,819,669	$ 4,819,669	$ 4,819,669	$ 4,819,669	$ 4,819,669	$ 4,819,669	$ 48,056,311
Section 5339 / State of Good Repair	$ -	$ -	$ -	$ -	$ 16,000,000	$ -	$ -	$ -	$ -	$ -	$ 16,000,000
State Grants	$ 3,113,742	$ 3,207,154	$ 3,303,368	$ 3,402,469	$ 3,504,543	$ 3,609,680	$ 3,717,970	$ 3,829,509	$ 3,944,395	$ 4,062,726	$ 35,695,557
FL Toll Revenue Credit Match	$ -	$ -	$ -	$ -	$ -	$ 4,000,000	$ -	$ -	$ -	$ -	$ 4,000,000
FDOT SIS Funds	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000,000	$ -	$ -	$ -	$ 4,000,000
Escambia County Gas Tax	$ 4,501,100	$ 4,636,133	$ 4,775,217	$ 4,918,473	$ 5,066,028	$ 5,218,009	$ 5,374,549	$ 5,535,785	$ 5,701,859	$ 5,872,915	$ 51,600,067
Fare Revenue	$ 1,030,000	$ 1,060,900	$ 1,092,727	$ 1,125,509	$ 1,159,274	$ 1,194,052	$ 1,229,874	$ 1,266,770	$ 1,304,773	$ 1,343,916	$ 11,807,796
Other Local Sources	$ 1,361,660	$ 1,402,510	$ 1,444,585	$ 1,487,923	$ 1,532,560	$ 1,578,537	$ 1,625,893	$ 1,674,670	$ 1,724,910	$ 1,776,657	$ 15,609,906
Total Revenue	*$ 14,685,792*	*$ 15,126,365*	*$ 15,435,566*	*$ 15,754,043*	*$ 32,082,075*	*$ 20,419,947*	*$ 20,767,955*	*$ 17,126,404*	*$ 17,495,606*	*$ 17,875,884*	*$ 186,769,636*

Total Revenue	$ 14,685,792	$ 15,126,365	$ 15,435,566	$ 15,754,043	$ 32,082,075	$ 20,419,947	$ 20,767,955	$ 17,126,404	$ 17,495,606	$ 17,875,884	$ 186,769,636
Total Cost	$ 14,099,333	$ 14,372,552	$ 14,803,728	$ 15,185,936	$ 35,641,514	$ 20,110,760	$ 16,594,083	$ 17,091,905	$ 17,604,663	$ 18,131,283	$ 183,635,757
Rollover from Prev. Year	$ 69,377	$ 655,835	$ 1,409,649	$ 2,041,488	$ 2,609,594	$ (949,845)	$ (640,659)	$ 3,533,214	$ 3,567,712	$ 3,458,655	$ 15,755,020
Surplus / (Shortfall)	$ 655,835	$ 1,409,649	$ 2,041,488	$ 2,609,594	$ (949,845)	$ (640,659)	$ 3,533,214	$ 3,567,712	$ 3,458,655	$ 3,203,256	$ 18,888,899

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14744 **County Administrator's Report 10. 15.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/06/2018

Issue: Non-Exclusive License Agreement Between Escambia County and Northwest Florida Modelers, Inc.
From: Michael Rhodes, Dept Director
Organization: Parks and Recreation
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Non-Exclusive License Agreement between Escambia County and Northwest Florida Modelers, Inc. - Michael E. Rhodes, Parks and Recreation Department Director

That the Board take the following action concerning the Non-Exclusive License Agreement between Escambia County and Northwest Florida Modelers, Inc.:

A. Approve the Non-Exclusive License Agreement between Escambia County and Northwest Florida Modelers, Inc., for use of a parcel of property at the north end of Jamesville Road on the closed Beulah Landfill; and

B. Authorize the Chairman to sign the Non-Exclusive License Agreement.

BACKGROUND:

On February 2, 2012, the Board of County Commissioners entered into a Non-Exclusive License Agreement with Northwest Florida Modelers Inc., for use of a parcel of property on Beulah Landfill to allow for model flying in Escambia County. The agreement was for a term of 10 years and is scheduled to terminate November 30, 2022. This agreement shall replace the existing agreement.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office has approved the Non-Exclusive License Agreement for form and sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires that all agreements be approved by the Board.

IMPLEMENTATION/COORDINATION:

The County Attorney's office, Northwest Florida Modelers, Inc. and Parks and Recreation Department have worked cooperatively to develop this agreement.

Attachments

Approved Cert of Insurance

NW FL Modelers Inc License Agreement

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/2018

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

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

PRODUCER
The Harry A. Koch Co.
P.O. Box 45279
Omaha NE 68145-0279

004433, A++, XV

CONTACT NAME:
PHONE (A/C, No, Ext): 402-861-7000 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westchester Surplus Lines Insurance Co	10172
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Academy of Model Aeronautics, Inc.
&/or Affiliated &/or Associated Chartered
Clubs, Chapters & Members Thereof
5161 E. Memorial Drive
Muncie IN 47302

COVERAGES **CERTIFICATE NUMBER:** 110064843 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	G22011534013	3/31/2018	3/31/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Excess Liability	Y	Y	G22011546013	3/31/2018	3/31/2019	Limits per Occ General Aggregate	$1,500,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Escambia County is an additional insured, primary and non-contributing as respects to any additional insured site owner. Location: Beulah landfill site, Escampia County Model Park, Fritz Field. Club: 213 Northwest FL Modelers, Inc.

APPROVED
By Bob Dye at 12:13 pm, Mar 27, 2018

CERTIFICATE HOLDER

Escambia County/Waste Management
13009 Beulah Rd.
Cantonment FL 32533

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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NON-EXCLUSIVE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (Agreement) is made and entered into this ____ day of _____, 2018 by and between Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County), and Northwest Florida Modelers, Inc., a Florida corporation not-for-profit, whose address is P. O. Box 37702, Pensacola, Florida 32526 (NWFM).

1. ACCESS TO THE PROPERTY. The County grants to NWFM the non-exclusive right to enter upon the real property known as the Fritz Field, more particularly described in those documents recorded in Official Record Book 3555 at Page 866 and Official Record Book 3869 at Page 979 of the public records of Escambia County, Florida, with access over Jamesville Road (the Property).

NWFM shall access the Property through the gates on Jamesville Road and travel along a dirt road to the north end of the Property. The County grants the right to use the north end of the Property and the borrow pond located at the northeast corner of the Property. NWFM shall provide a chain and lock to be attached to the County's chain and lock so that either party can independently access the Property.

2. TERM. The duration of this Agreement is for three (3) years, unless it is extended by mutual consent. This Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

3. USE. NWFM shall use the Property only for operating radio-controlled models, meetings, clinics, demonstrations, and other related and incidental activities. However, no person shall operate any radio-controlled model on the Property unless that person is a current member in good standing of NWFM. NWFM shall restrict operation times to 8:15 a.m. until sunset. Operation of all radio-controlled models on the Property shall be done in a manner that is safe. All operations must remain within the confines of property boundaries. Operation of any radio-controlled model exceeding 75 dB at the property boundary line is strictly prohibited. Operations shall be prohibited on the following holidays: Easter Sunday, Thanksgiving Day, and Christmas Day. NWFM shall provide rules and regulations reflecting the content of this Agreement to all members using the Property. NWFM shall create by-laws governing its membership. The rules and regulations must contain a process to address violations of the same. A copy of the rules and regulations and by-laws shall be provided to the County Administrator or designee prior to the beginning of the Agreement. NWFM shall provide the County with a copy of any notice of violation or other disciplinary action taken pursuant its rules, regulations, and/or by-laws. NWFM shall identify and document the date and time of any individual who operates a radio-controlled model pursuant to this Agreement. This documentation shall be through the use of a sign-in sheet to be provided by NWFM. NWFM is responsible for maintaining the records of participation. The records shall be provided to the County upon request. NWFM shall respond directly to any Complainant immediately or as soon as is practicable. NWFM shall document all complaints and responses thereto. NWFM shall document all disciplinary action, if any, due to a complaint. NWFM shall provide all documentation related to any Complaint to the County upon

request.

4. **SPECIAL EVENTS.** The NWFM shall notify the County in advance and request that operations exceed allotted time of 8:15 a.m. until sunset. Special Event request shall be limited to no more than three (3) times per year and will require approval by the County.

5 **IMPROVEMENTS AND SIGNS.** NWFM shall obtain written approval of the County Administrator before making any alterations to the Property. Any improvements approved by the County Administrator shall become the property of the County if the improvements remain on the Property when this Agreement is terminated. NWFM shall not erect any signs or other advertisement or notices on the Property without the prior written approval of the County Administrator.

6. **INSURANCE.** NWFM shall provide commercial general liability insurance with per occurrence and aggregate liability limits of at least $1,000,000, including coverage for bodily injury, property damage, personal injury, and contractual liability. All liability coverage shall be through insurance carriers licensed to do business in the State of Florida and maintaining a secure financial strength rating from A.M. Best. All insurance shall not be subject to cancellation or modification in coverage without the insurer providing not less than 30 days prior written notice to the County. Prior to the beginning of the term of this Agreement, NWFM shall provide the County with Certificates of Insurance that reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" by endorsement to the policy and the certificate holder. Certificates of Insurance shall be satisfactory to the County. No provision of this Agreement shall be construed, or in any way is intended to be construed, as a waiver of the County's sovereign immunity or any other limitation of liability of the County. NWFM agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of NWFM shall be primary to any insurance or self-insurance carried by the County. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

7. **HOLD HARMLESS AND INDEMNIFICATION.** NWFM shall indemnify and hold harmless the County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with this Agreement or NWFM's use or occupancy of the Property. NWFM's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

8. **TERMINATION.** This Agreement is personal to NWFM and shall not be assigned or transferred. The County may terminate this Agreement on ten days written notice to NWFM at

the following address: P. O. Box 37702, Pensacola, Florida 32526. NWFM shall notify the County in the event it wishes to relinquish its rights under the Agreement by written notice sent to: County Attorney's Office, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. This Agreement shall automatically terminate if the County sells or conveys all or a portion of the Property. The County reserves the right to suspend or terminate this Agreement due to non-compliance with the terms herein.

9. DISCLAIMER. NWFM acknowledges that the Property is a closed landfill and specifically agrees that it will enter and exit along the dirt road designated on Exhibits A and B and will utilize only those portions of the Property outlined on Exhibits A and B, including the northeast borrow pond. The County does not warrant or represent that the Property is safe or suitable for the purpose for which NWFM is permitted to use it, and NWFM assumes all risks in its use.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement shall be of any force or effect. This agreement terminates and replaces all prior agreements. Any amendments, modifications, additions, or alterations of the Agreement shall be in writing executed with the same formalities as the Agreement. This Agreement replaces any prior Agreement.

11. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to NWFM and its use of the Property and those for the correction, prevention, unsafe conditions or other grievances arising from or pertaining to the use or occupancy of the Property.

12. MISCELLANEOUS. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition of the Agreement shall be valid and enforceable to the fullest extent permitted by law. The Agreement shall be construed in accordance with the laws of the State of Florida, and venue for any legal proceeding shall be in Escambia County, Florida. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both NWFM and the County. The County and NWFM acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement. Nothing contained in the Agreement shall be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and NWFM. The Agreement shall not be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement.

SIGNED, SEALED, AND
DELIVERED IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

_____
Jeff Bergosh Chairman

_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: M Crawford ACA
Date: 8/29/18

BCC Approved: _____

Witness: Jane Eisenzimmer
Print Name: Jane Eisenzimmer

Witness: Adam Reed
Print Name: Adam Reed

Northwest Florida Modelers, Inc.

_____
By: NWFM, President

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of August, 2018, by Charles McMahon, as President of Northwest Florida Modelers, Inc., who (_) is personally known to me, or (✓) has produced Drivers License as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

Notary Public State of Florida
Susan L Linstead
My Commission GG 196026
Expires 04/04/2022

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14681 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018

Issue: Agreement Extension with Sisters on the Rise, Inc for Food Service for the Emergency Operations Center
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Food Service Agreement with Sisters on the Rise, Inc., and Escambia County for the Emergency Operations Center - Michael D. Weaver, Public Safety Department Director

That the Board extend the Food Service Agreement between Sisters on the Rise, Inc., and Escambia County for food service for the Emergency Operations Center (EOC), commencing October 26, 2018, per the terms and conditions of PD 16-17.042, Food Service for the Escambia County Emergency Operations Center, for a period of 12-months in accordance with the terms and conditions of the Agreement.

[Funding: Fund 001, General Fund and Fund 110, Other Grants Projects, Cost Centers 330402/330412/330413, Object Code 53101, Professional Services]

BACKGROUND:

The Office of Purchasing advertised the Invitation to Bid on May 22, 2017. Only one vendor attended the pre-solicitation conference, the current vendor. The bids were initially due on June 12, 2017 but no bids were received. The bid date was amended to June 26, 2017 because the current vendor was not able to bid and no other bidders responded. On June 26, no bidders submitted bids and the Bid Opening date was amended to July 17, 2017. The Office of Purchasing reached out to local caterers as well as food service vendors, looking for potential bidders. No bids were received by July 17, 2017 and the Bid Opening was amended to be on August 08, 2017. One vendor submitted a bid and they were deemed responsive. Sisters On the Rise is a responsible and responsive bidder for this Scope of Work and Specifications.

This recommendation is the result of a mutual agreement between the parties to

exercise the option to extend the lease for an additional 12-month period.

BUDGETARY IMPACT:

Fund 001 General / 110 Other Grants Projects, Cost Center(s) 330402 / 330412 / 330413, Object Code 53101 Professional Services

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter to Extend Agreement

SISTERS ON THE RISE, INC.
190 GOVERNMENTAL CENTER
2ND FLOOR
PENSACOLA, FL 32502

TO: Mr. Michael D. Weaver
Public Safety Department
6575 North W Street
Pensacola, FL 32505

FROM: Sisters on the Rise, Inc.
c/o Ruth Armstrong

DATE: August 13, 2018

RE: Agreement for Food Service for the EOC

Dear Mr. Weaver:

It is the wish of Sisters on the Rise, Inc., to extend the contract agreement for the period of October 26, 2018, through October 25, 2019.

Thanks,

Ruth Armstrong

Ruth Armstrong
Sisters on the Rise

C: Tamika Williams, Business Operations Manager

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14667 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018

Issue: State-Funded Subgrant Agreement, Contract Number 19-CP-11-01-27-01-105-XXX
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State-Funded Subgrant Agreement to Update the Hazardous Materials Facility Analysis Data - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the State-Funded Subgrant Agreement, Contract Number 19-CP-11-01-27-01-105-XXX:

A. Approve the State-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and Escambia County, providing performance-based funding to the Escambia County Division of Emergency Management, in the amount up to $11,915, to update the Hazardous Materials Facility Analysis Data, for the period ending June 30, 2019; and

B. Authorize the Chairman or Vice Chairman to execute the Subgrant Agreement and all related documents as required to implement this Subgrant.

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (21) Mandated Conditions, subsection (b), that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Projects, Cost Center 330323]

BACKGROUND:

The State of Florida, Division of Emergency Management (FDEM) contracts with Escambia County each year to update the local Hazardous Materials Site-Specific Analysis Data for facilities that use, store, and/or manufacture hazardous materials. Upon approval of this Subgrant Agreement, the Escambia County Division of Emergency Management will be reimbursed up to $11,915 for providing contract deliverables in the effort to update this data by June 30. 2019.

BUDGETARY IMPACT:

State funds are being provided in an amount up to $11,937 with no match requirement. Funds for this grant will be identified in Fund 110, Other Grants and Projects, Cost Center 330323.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has certified that this Subgrant Agreement is approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policies require grant contracts to be approved by it.

IMPLEMENTATION/COORDINATION:

Coordination of this Subgrant will be between FDEM and
Escambia County Division of Emergency Management, along with site inspections coordinated with local hazardous material facilities.

Attachments

HAZMAT Subgrant Agreement

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Hazardous Materials Grant COntract 19-CP-11-01-27-01-105-XXX

Date: 8/2/18

Date due for placement on agenda: ASAP

Requested by Brad Hattaway-Public Safety

Phone Number: 850-471-6414, cell 393-4942

(LEGAL DEPARTMENT USE ONLY)

Legal Review by _____

Date Received: _____

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

2 original copies are being provided.

Please note FF21(b) no: venue in Leon County as part of BCC Recommendation. TY!

COUNTY ATTORNEYS OFFICE
09 AUG2018
AM10:03

Agreement Number: 19-CP-11-01-27-01-105-___

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Escambia County** (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

a. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment E. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with Section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Recipient performance; and,

ii. Review and document all deliverables for which the Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Donna Ray
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-815-4314
Email: donna.ray@em.myflorida.com

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Manager
Escambia County Division of Emergency Management
6575 North W Street
Pensacola, Florida 32505
Telephone: 850-471-6409
Email: jsdosh@myescambia.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Scope of Work, Attachment B of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement **shall begin July 1, 2018 and shall end on June 30, 2019,** unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(8) FUNDING

a. This is a fixed-fee Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will pay the Recipient only for the successful completion of each deliverable. The maximum payment amount for each deliverable is outlined in Attachment A of this Agreement ("Budget"). The maximum payment amount for the entirety of this Agreement is **$11,915.00**

d. The Division will review any request for payment by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment C, which clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

e. The Division's Grant Manager, as required by Section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

f. For the purposes of this Agreement, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

g. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

(9) RECORDS

a. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

e. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work - Attachment B - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in Section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable

provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

i. The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

ii. The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with progress reports and a close-out report in accordance with Attachment C. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work, in addition to any other information requested by the Division.

b. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.

c. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

d. The Recipient shall provide additional program updates or information that may be required by the Division.

e. The Recipient shall provide additional reports and information identified in Attachment C.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment C to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(16) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(18) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget

Attachment B – Scope of Work
Attachment C – Deliverables and Performance
Attachment D – 302 Facilities List
Attachment E – Program Statutes and Regulations
Attachment F – Financial Invoice Form
Attachment G – Justification of Advance Payment
Attachment H – Warranties and Representations
Attachment I – Certification Regarding Debarment
Attachment J – Statement of Assurances
Attachment K – Hazard Analysis Checklist
Attachment L – Hazard Analysis Site Visit Certification Form
Attachment M – Statement of Determination
Attachment N – Close Out Reporting Form

(19) PAYMENTS

a. Any advance payment under this Agreement is subject to Section 216.181(16), Florida Statues. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment G. Attachment G will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a fixed-fee basis as needed.

b. Invoices shall be submitted at in accordance with Attachment C and shall include the supporting documentation for the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph (11) REPORTS of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(20) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management

Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the state government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (21)(g)(ii) of this certification; and

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment I) for each intended subcontractor that Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Any bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

m. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

o. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or 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, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(25) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment J.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

Name and title: Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

FID# 59-6000598

BCC Meeting Date_____
BCC Signature Date:_____

Include a copy of the Delegation of Authority for the signatory, if applicable.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: _____

Date: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 8/29/18

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency: **Florida Division of Emergency Management**

Catalog of State Financial Assistance title: **Hazardous Materials Planning & Prevention Program**

Catalog of State Financial Assistance number: **31.067**

$11,915.00 (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Florida Emergency Planning and Community Right-To-Know Act (Chapter 252, Part II, Florida Statutes)
2. Hazards Analysis Contract Checklist and CAMEOfm Guide (Attachment K)
3. U.S. Environmental Protection Agency's Technical Guidance for Hazards Analysis https://www.epa.gov/epcra/technical-guidance-hazardous-analysis-emergency-planning-extremely-hazardous-substances

NOTE: 2 C.F.R. Part 200, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A

Budget

Recipient: Escambia County **Agreement Number: 19-CP-11-01-27-01-**

1. First Payment (40% of contract amount) *(25% Hazards Analysis submitted and accepted)*	$ 4,766.00
2. Second Payment (40% of contract amount) *(25% Hazards Analysis submitted and accepted)*	$ 4,766.00
3. Final Payment (20% of contract amount) *(HA's approved, Notifications, zip files uploaded)*	$ 2,383.00
TOTAL AMOUNT	$ 11,915.00

Attachment B

Scope of Work

Purpose

On October 17, 1986, Congress enacted the Emergency Planning and Community Right to Know Act (EPCRA), also known as Title III of the Superfund Amendments and Reauthorization Act (SARA). EPCRA requires hazardous chemical emergency planning by Federal, State and local governments, Indian Tribes, and industry. Additionally, EPCRA required industry to report on the storage, use and releases of certain hazardous materials.

At the Federal level, the U.S. Department of Environmental Protection Agency (EPA) administers EPCRA.

At the state level, the Florida Division of Emergency Management (FDEM) serves as the lead agency responsible for oversight and coordination of the local planning efforts required by EPCRA. Chaired by the Director of FDEM, the State Emergency Response Commission for Hazardous Materials (SERC) serves as a technical advisor and information clearinghouse for state and federal hazardous materials programs. Additionally, the SERC conducts quarterly public meetings in varying locations throughout the state. Currently, SERC membership consists of 28 Governor-appointed individuals who represent the interests of state and local government, emergency services, industry and the environment.

At the district level, Regional Planning Councils (RPCs) each coordinate the activities of a Local Planning Committee (LEPC) that: (1) performs outreach functions to increase hazardous materials awareness; (2) collects data on hazardous materials stored within the geographical boundaries of the RPC; (3) develops hazardous materials emergency plans for use in responding to and recovering from a release or spill of hazardous or toxic substances; (4) submits hazardous materials emergency plans to the SERC for review; (5) provides the public with hazardous materials information upon request. LEPC membership consists of local professionals representing occupational categories such as firefighting, law enforcement, emergency management, health, environment, and/or transportation.

At the local level, each of Florida's 67 counties performs a hazards analysis (county may elect to contract to the RPC or qualified vendor). The county hazards analysis is used as input to the LEPC Emergency Response Plan for Hazardous Substances required under EPCRA and encompasses; identification of facilities and transportation routes of extremely hazards substances (EHS); description of emergency response procedures; designation of a community coordinator and facility emergency coordinator(s) to implement the plan; outline of emergency notification procedures; description of how to determine the probable affected area and population by releases; description of local emergency equipment and facilities and the persons responsible for them; outline of evacuation plans; a training program for emergency responders; and, methods and schedules for exercising emergency response plans. This Agreement provides funding so that the Recipient, can assist in maintaining the capability necessary to perform the duties and responsibilities required by EPCRA. The recipient shall update the hazards analysis for all facilities listed in Attachment D, which have reported to the State Emergency Response Commission the presence of those specific Extremely Hazardous Substances designated by the U.S. Environmental Protection Agency in quantities above the Threshold Planning Quantity. The data collected under this Agreement will be used to comply with the planning requirements of the Superfund Amendments and Reauthorization Act of 1986, Title III, "Emergency Planning and Community Right-To-Know Act of 1986" and the Florida Emergency Planning and Community Right-To-Know Act, Florida Statutes, Chapter 252, Part II.

Requirements

A. The Recipient shall submit a list of facilities within the geographical boundaries of the County listed on Attachment D that are suspected of not reporting to the State Emergency Response Commission the presence of Extremely Hazardous Substances in quantities above the Threshold Planning Quantity, as designated by the U. S. Environmental Protection Agency.

B. The completed hazards analysis shall comply with the site-specific hazards analysis criteria outlined below for each facility listed in Attachment D. The primary guidance documents are Attachment K (Hazards Analysis Contract Checklist and CAMEO*fm* Guide) to this Agreement and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis" at; https://www.epa.gov/epcra/technical-guidance-hazardous-analysis-emergency-planning-extremely-hazardous-substances. All hazards analyses shall be consistent with the provisions of these documents. Any variation from the procedures outlined in these documents must be requested in writing, submitted in advance and approved by the Division.

C. Conduct an on-site visit at each Attachment D facility to ensure accuracy of the hazards analysis. Each applicable facility's hazards analysis information shall be entered into the U.S. Environmental Protection Agency's current **CAMEO*fm* version (download from): http://www.epa.gov/cameo/cameo-software.** Each facility hazards analysis shall include, but is not limited to, the following items:

1. Facility Information (**CAMEO*fm* Facility Page**)

   (a) Enter the facility name (per Attachment D) in the Facility Name field.

   (b) Enter the facility physical address (no Post Office Box) in the Street Address fields of the Address tab.

   (c) Enter the geographic coordinates (in decimal degrees) in the latitude/longitude fields of the Map Data tab.

   (d) Enter the maximum number of occupants present at the facility at any given time in the Maximum Number of Occupants Fields on the ID and Regs tab. The Facility Manned tab must also be correctly checked. Select the correct check boxes indicating if the facility is subject to section 112r and/or section 302. (All facilities should be subject to 302 unless they submitted an SOD)

   (e) Enter the Facility phone number in the Facility Phones tab field.

   (f) Enter the name, title and 24-hour phone number of the designated facility emergency coordinator in the Contacts tab field.

   (g) Enter the main route(s) used to transport chemicals to the facility (from the County line to the facility) in the notes tab of the Facility Page.

   (h) Enter the route(s) used to exit the Threat Zone(s) in the notes tab of the Facility Page or link the facility to a Marplot map that graphically shows the evacuation routes. This image must be available off-line if this alternative method is selected. A map-capture from Marplot may be saved as an alternative method.

   (i) Enter any past reportable releases that have occurred in the last five years at the facility in the notes tab of the Facility Page. Include a copy of the Section 304 follow-

up report submitted to the LEPC. If it is determined that a facility has not had an accident, that shall be noted.

2. Hazard Identification (**CAMEO*fm* Chemical in Inventory Page**)

   (a) For each Extremely Hazardous Substance present over the Threshold Planning Quantity (TPQ), create a Chemical in Inventory page (if a Chemical in Inventory page hasn't been created already) and enter the proper chemical name and Chemical Abstract Service (CAS) number.

   (b) On each Chemical in Inventory page created for each Extremely Hazardous Substance present over the TPQ, enter in pounds (not range codes) the maximum quantity of each Extremely Hazardous Substance in the Max Daily Amount field of the Physical State and Quantity tab.

   (c) Enter the amount (in pounds) of each Extremely Hazardous Substance stored in the largest container or interconnected containers in the Max amount in largest container field of the Physical State and Quantity tab **(this is the release amount used to determine the Vulnerable Zone).**

   (d) Choose the appropriate description for the Type of storage container (drum, cylinder, tank etc.), storage pressure (ambient, greater than ambient etc.) and storage temperature (ambient, greater than ambient etc.) of each Extremely Hazardous Substance in those fields on the Location tab.

   (e) For each Extremely Hazardous Substance over TPQ, On the Physical State & Quantity tab check the appropriate boxes in the Physical State, Hazards and Health Effects fields (information on the above may be found by clicking on the Datasheet button which opens either the CAMEO Chemicals program or website.)

3. Vulnerability Analysis (**CAMEO*fm* Scenario Page**)

   (a) For each Extremely Hazardous Substance present over the Threshold Planning Quantity (TPQ), create a New Scenario page (if a Scenario page hasn't been created already) and enter the maximum amount in the largest container or interconnected containers in the Amount Released field of the Scenario Description tab.

   (b) On the Scenario page(s) Scenario Description tab, enter the concentration percentage in the Concentration field.

   (c) On the Scenario page(s) Scenario Description tab, enter the release duration in the Release Duration field as follows:
      (1) Gases – 10 minutes
      (2) Powders or solids in solution – 10 minutes
      (3) Liquids – No value shall be entered

   (d) Enter the proper natural physical state of the chemical at room temperature in the physical state field. (as specified in CAMEO*fm* Chemicals)

   (e) On the Scenario page(s) Scenario Description tab, use the weather default settings or, enter average wind speed. Alternate scenarios may also be entered.

   (f) On the Scenario page(s) Scenario Description tab, rate the Risk, Consequences and Overall Risk of a release occurring at the facility on the bottom of the Scenario Page

(the Risk Assessment should be based upon the Extremely Hazardous Substance, previous release history, maintenance conditions etc.).

(g) After entering the information noted above on the Scenario Description tab and clicking on the Estimate Threat Zone Radius button, CAMEO*fm* will automatically estimate the extent of the threat zone that may cause injury or death to human populations following a release.

(h) On the Scenario page(s) notes tab, enter an estimate of the total exposed population within the threat zone(s) or link the facility location to a Marplot map where the threat zone population may be estimated based on the most recently available Census data. This image must be available off-line if this alternative method is selected. A map-capture from Marplot may be saved as an alternative method. If using this method upload the map data image to the **CAMEO*fm*** Site Plan tab/Facility page and also write on the Notes tab/Scenario page where the Total Exposed Population can be found. Add the file name. (Example: Total Exposed Population: See Marplot map (name of map SERC#TEP)

(i) On the Scenario page(s) notes tab, identify each critical facility by name and maximum expected occupancy within the threat zone(s) (schools, day cares, public safety facilities, hospitals, etc.). If there are no critical facilities within the threat zone(s), that shall be noted. An alternative method is to link the facility location to a Marplot map in which a critical facilities geographic shape filed has been loaded. If using this method upload the map data image to the **CAMEO*fm*** Site Plan tab/Facility page and also write on the Notes tab/Scenario page where the Critical Facility information can be found. Add the file name. (Example: Critical Facilities: See Marplot map (name of map SERC#CF)

D. Supporting documentation in the form of Site Visit Certification Form, Statement of Determination or dated letter or email to the SERC, LEPC, and local fire department from the facility identifying the reason the EHS is no longer present shall be submitted to the Division with a list of the facilities for which a hazards analysis was not completed Section 302 site and need to be removed from the official list of Section 302 sites for which hazards analysis are conducted..

E. On-Site Visits

1. Conduct a detailed on-site visit, within the period of this Agreement, of all the facilities listed in Attachment D, to confirm the accuracy and completeness of information in the hazards analysis. If authorized by the Division, a new or alternate facility may be substituted for a site that has previously had a hazards analysis conducted. A change of facilities after the agreement is executed will require a modification agreement.

2. Submit a completed Hazards Analysis Site Visit Certification Form (Attachment L) for each facility to the Division (file name must contain at minimum the SERC number if applicable and SV – if SERC number is not available facility name and SV – additional info allowed but not required). **Add the site visit certification form to the Site Plan Tab of the CAMEO*fm* Facilities Page for each facility visited or contacted. Upload the site visit certification form to the Site Plan Tab of the CAMEO*fm* Facilities Page for each facility visited or contacted.**

(a) On-Site visit exception for sulfuric acid (batteries), this exception does NOT apply to bulk storage of sulfuric acid.

(1) For facilities listed on Attachment D that report the presence of only sulfuric acid in batteries, an initial on-site visit is required and an on-site visit form (Attachment L) signed and dated by the facility representative and the Recipient shall be submitted to the Division.

(2) In Agreements subsequent to the initial on-site visit, the Recipient shall contact the facility representative by email or telephone to verify the presence of all extremely hazardous substances. The on-site visit form shall be signed by the Recipient and identify the date and facility contact information. Another on-site visit is not required in subsequent Agreements, unless, the facility reports the presence of another extremely hazardous substance above TPQ. **Nothing additional is required to be changed or updated in CAMEO*fm* for Sulfuric Acid (Battery) Exemption facilities.**

(3) If a facility representative reports the presence of an extremely hazardous substance other than sulfuric acid in batteries, subsequent to the period of Agreement in which the initial site visit was conducted, the Recipient shall conduct an on-site visit, complete all applicable **CAMEO*fm* pages and tabs** and submit a completed on-site visit form (Attachment L) to the Division.

(4) A list of the facilities using the Sulfuric Acid (Battery) Exception must be included with deliverable submittals.

3. **For each facility for which a hazard analysis is conducted, a site plan must be added to the site plan tab of the CAMEO*fm* Facilities Page.** (file name must contain at minimum the SERC number if applicable and SP – if SERC number is not available facility name and SP – additional info allowed but not required) The site plan shall contain sufficient information to provide situational awareness and at a minimum include:

   (a) Location of major building(s)

   (b) Name and location of extremely hazardous substance(s). If multiple extremely hazardous substances are co-located, noting EHS is acceptable.

   (c) Name and location of street(s) in immediate vicinity, minimum of one cross street and street facility is located on.

   (d) Identify pertinent access and egress point(s)

   (e) Note any additional features pertinent to hazmat and medical response

F. Ensure that the Hazards Analysis information is provided to the County for inclusion in the Local Mitigation Plan.

REIMBURSEMENT CONDITIONS:

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for successful completion of the deliverable task(s) required by this Agreement. However, the following limitations shall apply:

- First payment, the division shall not reimburse the Recipient for an amount that exceeds 40% of the overall amount authorized by this agreement unless the Recipient completes multiple deliverables.

- Second payment, the division shall not reimburse the Recipient for an amount that exceeds 40% of the overall amount authorized by this agreement unless the Recipient completes multiple deliverables.
- Third payment, the division shall not reimburse the Recipient for an amount that exceeds 20% of the overall amount authorized by this agreement unless the Recipient is submitting for multiple deliverables.

If extraordinary circumstances exist, then the Recipient can request permission from the Division to exceed the 40% cap for a particular payment. However, under no circumstances shall the cumulative reimbursement amount for payments 1 and 2 exceed 80% of the overall amount authorized by this Agreement unless all three deliverables have been met.

FINANCIAL CONSEQUENCES:

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in one of the following penalties.

- A 20% reduction of the overall amount authorized by this Agreement and or
- Payment will be reduced by $110.00 per Facility with incorrect or incomplete CAMEO files

If, because of circumstances beyond the Recipient's control, the Recipient is unable to successfully perform a task required by this Agreement, then the Recipient shall notify the Division immediately. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then the Division will consider waiving the imposition of a financial consequence.

Attachment C

Deliverables and Performance

Deliverable #	Deliverables	Minimum Performance	Price	Financial Consequences
1	Not later than November 1, 2018 provide complete CAMEO files in compliance with Section C, Scope of Work, identify 25% of facilities in Attachment D. Include a report listing all facilities submitted with site visit dates and a certification signature stating all facilities were visited.	1. Each CAMEO facility file must contain complete, correct and accurate information required in Section C of the Scope of Work. 2. A signed Site Visit Certification Form and Site Plan in accordance with SOW Section D for each facility. For sulfuric acid (batteries) facilities, the site visit form must contain the date facility was called and the person that responded to the EPCRA inquiries.	40 % of Contract Amount	Payment will be reduced by $110.00 per Facility with incorrect or incomplete CAMEO files.
2	Not later than March 1, 2019 provide complete CAMEO files in compliance with Section C, Scope of Work, identify 25% of facilities in Attachment D. Include a report listing all facilities submitted with site visit dates and a certification signature stating all facilities were visited.	1. Each CAMEO facility file must contain complete, correct and accurate information required in Section C of the Scope of Work. 2. A signed Site Visit Certification Form and Site Plan in accordance with SOW Section D for each facility. For sulfuric acid (batteries) facilities, the site visit form must contain the date facility was called and the person that responded to the EPCRA inquiries.	40 % of Contract Amount	Payment will be reduced by $110.00 per Facility with incorrect or incomplete CAMEO files
3	Not later than May 15, 2019 provide completed Hazards Analysis (CAMEO File) to the Local Emergency Planning Committee and provide DEM with notification transmittal. Notify first responders and Attachment D facilities of the availability of the file on EPlan. Provide DEM with transmittal and final approved cameo zip uploaded to SharePoint or the FTP portal.	1. Provide a complete correct copy of the approved hazards analysis file (Completed CAMEO file in compliance with Section C, Scope of Work) to the Local Emergency Planning Committee (LEPC) and provide the Division with a copy of the transmittal letter. 2. Notify all Attachment D facilities and first responders of the availability of the hazards analysis information, and make that information available upon request. Submit a copy of the notification to the Division.	20% of the contract amount	Payment will not be made without required transmittal from notification letters/E-mails.

Attachment D

2018-2019 302 FACILITY LIST

This is your counties entire 302 EHS (Extremely Hazardous Substances) list from EPlan, select 50% of the highest risk facilities to inspect this grant cycle. If you become aware know of a chemical facility, near a school, large residential apartment complex or other high-risk areas and put that facility on your list to inspect. Try to select your facilities that pose greater risk based upon the chemicals present, the amount, previous releases etc.

This year's 302 HA data was pulled from EPlan in June 2018. If you know of facilities that you believe still have chemicals from recent site visits or other historical data and should be reporting but are not on this list:

- Contact the facility directly and ask them to report if possible.
- Also contact one of the FDEM staff listed below so that facility can be added to the Divisions potential Non-filer list. Sam.Brackett@em.myflorida.com; Robert.Dietrich@em.myflorida.com

- **Remember: Complete only 50% of your entire 302 EHS list this grant cycle.**

  - ***Choose 25% of the 302 EHS facilities on this list for Deliverable 1***
  - ***Choose 25% of the 302 EHS facilities on this list for Deliverable 2***

PLEASE REFER TO ATTACHMENT SENT VIA EMAIL AND INSERT INTO AGREEMENT AS NECESSARY

Attachment E

Program Statutes and Regulations

1. Emergency Planning and Community Right to Know Act (EPCRA), Title III of the Superfund Amendments Reauthorization Act of 1986, 42 U.S.C. s. 1101, et seq. (SARA).

2. Florida Emergency Planning and Community Right to Know Act, Chapter 252, Part II, Florida Statutes.

Attachment F

Financial Invoice Form
For
Hazardous Materials Hazards Analysis Update

RECIPIENT: _____ AGREEMENT#_____

ADDRESS: _____

PERIOD OF PERFORMANCE: _____ FEIN# _____

	AMOUNT REQUESTED BY THE RECIPIENT	AMOUNT APPROVED BY THE DIVISION
1. First Payment (40% of contract amount) (25% Hazards Analysis submitted)	$_____	$_____
2. Second Payment (40% of contract amount) (25% Hazards Analysis submitted)	$_____	$_____
3. Final Payment (20% of contract amount) (HA's approved, Notifications & zip file uploaded)	$_____	$_____
TOTAL AMOUNT	$_____	$_____ (to be completed by the Division)

I certify that to the best of my knowledge and belief the billed costs are in accordance with the terms of the Agreement.

_____ _____
Signature of Authorized Official Date

Total HA Update Grant amount: _____
Total amount previously paid: _____
Total amount payable this invoice: _____
Remaining balance: _____

(To be completed by the Division)

Attachment G
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

[ ] ADVANCE REQUESTED Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS **(list applicable line items)**	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example **ADMINISTRATIVE COSTS** **(Include Secondary Administration.)**	
For example **PROGRAM EXPENSES**	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)**

_____

_____

_____

_____

_____

Attachment H
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 am to 5:00pm weekdays, excluding holidays

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment I

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor, _____, of the Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By: _____ _____

Signature Recipient's Name

_____ _____

Name and Title DEM Contract Number

_____ _____

Street Address Project Number

_____

City, State, Zip

_____

Date

Attachment J

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-123, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501,et. seq.)

2. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

5. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

6. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

7. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

8. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment K
Hazard Analysis Contract Checklist and CAMEOfm Guide

Facility Information (CAMEO*fm* Facility Page)	
	Facility Name (per Attachment D) (**Facility Page**)
	Facility Physical Address (**Facility Page**)
	Latitude and Longitude in Decimal Degrees (ex. 30.197, -84.3621) (**Map Data Tab on Facility Page**)
	Facility Phone Number (**Facility Phones Tab on Facility Page**)
	Facility Emergency Coordinator Name, Title and 24-hour Emergency Phone Number (**Contact Tab on Facility Page**)
	Transportation Route(s) (From County Line to the Facility) (**Notes Tab on Facility Page**)
	Evacuation Route(s) to exit the Vulnerable Zone (**Notes Tab on Facility Page**)
	Historical Accident Record (If none, please note) (**Notes Tab on Facility Page**)
	Facility Maximum Occupancy (a minimum of one is required for unmanned facilities) (**ID Codes Tab on facility Page**)
	Facility Page (**ID and Regs Tab**) (Mark correct 112 R and 302 check boxes, max occupancy, facility manned or unmanned)
Hazard Identification (CAMEO*fm* Chemical in Inventory Page) (for each Extremely Hazardous Substance on site)	
	Proper Chemical Name(s) (**Chemical in Inventory Page(s)**)
	Chemical Abstract Service (CAS) Number (**Chemical in Inventory Page(s)**)
	Physical State in Storage (ex. mixture, pure, liquid, gas) (**Chemical in Inventory Page(s), Physical State and Quantity Tab) Maximum amount in largest container tab amount**)
	Maximum Quantity On-site in Pounds (**Chemical in Inventory Page(s), Physical State and Quantity Tab**)
	Amount in Largest Container or Interconnected Containers (**Chemical in Inventory Page(s), Physical State and Quantity Tab**) (This amount must be the same as the Scenario Page release amount.)
	Type/Design, Pressure and Temperature of Container(s) cylinder, battery, ambient etc. (**Chemical in Inventory Page(s), Location Tab**)
	Nature of the Hazard (ex. acute, chronic, fire, pressure, etc.) **Chemical in Inventory Page(s), Physical State and Quantity Tab**)
Vulnerability Analysis (CAMEO*fm* Scenario Page) (for each Extremely Hazardous Substance on site)	
	Enter maximum amount in largest container or interconnected containers in the Amount Released field (**Scenario Description tab**) (This amount must be the same as the Chemical in Inventory page **Maximum amount in largest container tab amount**)
	Enter the concentration percentage in the Concentration field (**Scenario Description tab**)
	Enter Release Duration (10 minutes for gases, solids in solution or powders; no entry for liquids is required) (**Scenario Description tab**)
	Determine the natural Physical State (specified in CAMEO Chemicals) and enter into the Physical State field (**Scenario Description tab**)
	Weather Information - Use the weather default settings or enter average wind speed (do not enter a value in the Wind From field) Urban or Forest is recommended in the Ground Roughness field. (**Scenario Description tab**)
	Risk Assessment - Rate the Risk, Consequences and Overall Risk of a release occurring (based upon release history etc.) (**Scenario Description tab**)
	Extent of Vulnerable Zone (CAMEO automatically calculates Threat Zone Radius when Edit button and Estimate Threat Zone Radius buttons are used) (**Scenario Description tab**)
	Enter estimate of Total Exposed Population (**Notes Tab on Scenario Page(s)**)
	Enter Critical Facilities (name of critical facility(s) and max occupancy for each; if none, state No Critical Facilities) (**Notes Tab on Scenario Page(s)**)
On-Site Visits (for each Facility and within the Contract Period)	
	Site Visit Certification Form (**Attached to Site Plan Tab on Facility Page**) (file name must contain at minimum the SERC number if applicable and SV – if SERC number is not available facility name and SV. Phone call updates for the Sulfuric Acid Battery Exemption Facilities must indicate who made the call, the name of the facility representative spoken to, and the date of call.)
	Site Plan (Attached to Site Plan Tab on Facility Page) (file name must contain at minimum the SERC number if applicable and SP – if SERC number is not available the facility name and SP – additional info allowed but not required.)
	Sufficient Detail to Identify:
	Location of Major Building(s)
	Name and Location of Extremely Hazardous Substance(s) (if extremely hazardous materials are co-located, noting EHS is acceptable)
	Name and Location of Street(s)
	Identify Pertinent Access and Egress Points
	Note Additional Features Pertinent to Hazardous Materials and Medical Response

Attachment L

FLORIDA STATE EMERGENCY RESPONSE COMMISSION FOR HAZARDOUS MATERIALS

HAZARDS ANALYSIS SITE VISIT CERTIFICATION FORM

PLEASE PRINT

Facility Name

Street Address, City & Zip Code

County SERC ID #

Name of Facility Representative

Facility Representative Signature Site Visit Date

Site Visit Performed by

Signature Site Visit Date

If a telephone update was conducted instead of site visit, please check box ☐

The individuals signing above certify that a hazards analysis site visit was conducted on the above date.

Notes:

☐ Check if facility representative was informed about using E-Plan (https://erplan.net/eplan/login.htm) for EPCRA on-line filing

Attachment M
Statement of Determination

Facility Name		
Physical Address:		
LEPC:	County	SERC #

I have determined that this facility is / is not subject to the following section(s) of EPCRA, Title III, for the reporting year(s) indicated (circle all applicable):

SECTION	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
302 / 303	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N
311 / 312	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N
313	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N

If "No" was indicated on any of the above, please check appropriate box(s) why:

Sections 302/303		Extremely Hazardous Substances (EHSs) are / were present only in amounts less than established Threshold Planning Quantities (TPQs).			
		No EHSs are Present.			
		No EHSs were present on-site during the year.			
Sections 311/ 312		Hazardous chemicals/EHSs are/were present only in amounts below established reporting thresholds.			
		No hazardous chemicals/EHSs are/were present.			
		No hazardous chemicals were present on-site during the year.			
Section 313		Not within covered SIC Codes.			
		Within covered SIC Codes, but less than ten (10) employees.			
		Within covered SIC Codes, but no Section 313 chemicals were present or were below Section 313 reporting thresholds.			
Other		Closed facility **YES / NO**	Chemicals removed **YES / NO**	Chemicals reduced below threshold/TPQ **YES / NO**	**Date Effective:**
		New Facility. Date chemicals brought on site meeting / exceeding TPQ:			

Further explanation if necessary_____

_____

CERTIFICATION:
I understand the requirements of the law(s) circled above. I also understand that ultimate compliance responsibility lies with me and failure to comply, if required, can result in civil and criminal penalties under federal and state laws.

Name of owner/operators authorized representative (printed):	
Official Title (printed):	
Signature:	Date signed:

Attachment N
Close Out Report

DIVISION OF EMERGENCY MANAGEMENT
Hazard Analysis Update Grant 2018-2019

This form should be completed and submitted to the Division no later than sixty (60) days after the termination date of the Agreement.

Sub-Recipient _____ Agreement No. _____

Address _____ Agreement Amount _____

City and State _____ Agreement Period _____

Cost Categories	By Category - Total Agreement Expenditures
1. Deliverable 1	
2. Deliverable 2	
3. Deliverable 3	
Total	$0.00

Payments Received Under this Agreement
(Include any advanced funds and final requested payment)

	Date	Amount
1		
2		
3		
4		
5		
6		
Total 7		$0.00

Agreement Amount _____

Minus Total Payments (Including final requested funds – Line 7) _____

Unused balance _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

Signed _____
Chief Financial Officer or Budget Director

Name & Title _____

Date _____

FOR DEM USE:

Signed _____
DEM Grant Manager

Name & Title _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14643 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018

Issue: Mobility Enhancement Grant Agreement with the Florida Commission for the Transportation Disadvantaged
From: Mike Crittenden, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Mobility Enhancement Grant Application and Agreement with the Florida Commission for the Transportation Disadvantaged - Mike Crittenden, Mass Transit Director

That the Board adopt and authorize the Chairman to sign the Resolution which approves and authorizes the County Administrator to sign the Mobility Enhancement Grant Agreement with the Florida Commission for the Transportation Disadvantaged.

On March 15, 2018, in regular session the Board approved the submittal of an application for the Mobility Enhancement Grant. Escambia County was awarded $50,000. This grant agreement is to accept the award of those funds.

[Funding: 10% match of $5,000 is funded with gas tax revenues, and is included in the Mass Transit Budget]

BACKGROUND:

On March 15, 2018, in regular session the Board approved the submittal of an application for the Mobility Enhancement Grant. Escambia County was awarded $50,000. This grant agreement is to accept the award of those funds.

BUDGETARY IMPACT:

10% match of $5,000 is funded with gas tax revenues, and is included in the Mass Transit Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and the signed the Resolution, and the Florida Commission for the Transportation Disadvantaged Mobility Enhancement Grant Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, the Chairman will sign the Resolution, and the County Administrator will sign and execute the FY2018/19 Mobility Enhancement Grant Agreement.

Attachments

Grant Agreement
Resolution

SAMAS Approp:	108846	Fund:	TDTF	FM/Job No(s).:	43939618401
SAMAS Obj.:	750074	Function:	035	CSFA No.	55.001
Org Code:	55 12 00 00 952	Contract No.:	G0W89	Vendor No.:	59-6000598

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED MOBILITY ENHANCEMENT GRANT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2018 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission and Escambia County Board of County Commissioners, 221 Palafox Place, Pensacola, FL 32502, hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the Legislative authority to use Transportation Disadvantaged Trust Fund in accordance with Chapter 427, Florida Statutes or rules thereof to support pilot projects that improve access to or create new opportunities for mobility services for eligible transportation disadvantaged persons. Such pilot projects could enhance the access of older adults, persons with disabilities, and low income individuals to healthcare shopping, education, employment, public services, and recreation; assist in the development, improvement, and use of transportations systems in non-urbanized areas; promote the efficient coordination of services; support inter-city bus transportation; or; encourage private transportation provider partnerships.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to:

Provide financial assistance for the provision of non-sponsored transportation trips and/or capital equipment to eligible non-sponsored transportation disadvantaged persons in accordance with the Transportation Disadvantaged Trust Fund in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, the Fiscal Year 2018-19 Program Manual and Application for the Mobility Enhancement Grant for non-sponsored trips and/or capital equipment. This agreement and Exhibit(s) A, B, and C, attached hereto and by this reference made a part hereof, hereinafter called the **Project**; state the terms and conditions upon which such financial assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed. Funds available through this agreement may be used only for non-sponsored transportation services. Grant funds shall not be used to supplant or replace funding of transportation disadvantaged services which are currently funded to a recipient by any federal, state, or local governmental agency.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Grantee shall commence, and complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all federal, state and local applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Grantee: The Grantee will provide the necessary funds necessary for the completion of the Project.

2.40 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide other documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.50 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code, and the Fiscal Year 2018-19 Program Manual and Application for the Mobility Enhancement Grant.

3.00 Total Project Cost: The total estimated cost of the Project is $55,555.00. This amount is based upon the amounts summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Article 11.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to a maximum participation, including contingencies, in the Project in the amount of $50,000.00 as detailed in Exhibit "B," or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit "B," whichever is less.

4.10 Eligible Costs: Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to subsidize a portion of a transportation disadvantaged person's transportation costs which is not sponsored by any other agency, and then only if a match, as specified in the Grant Program, is provided by the Grantee. Grant Funds may also be used to purchase capital equipment used for the provision of non-sponsored transportation services.

4.20 Eligible Project Expenditures: Project costs eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
b) Availability of funds as stated in Article 16.00 of this Agreement;
c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available;
d) Submission of all certifications, invoices, detailed supporting documentation, or other obligating documents and all other terms of this agreement.

If the Grantee wishes to purchase vehicles or other equipment with Transportation Disadvantaged Trust Funds after the date this Agreement becomes effective, the Grantee must have from the Commission an executed grant amendment prior to the purchase.

4.30 Project Funds: In addition to other restrictions set out in this Grant agreement, the Grantee must also adhere to the following limitations on the use of Transportation Disadvantaged Trust Funds:

4.31 Transfer of Funds: A Grantee in a non-multi-county designated service area, may not borrow, loan or otherwise transfer Transportation Disadvantaged Trust Funds from one designated service area to another without the express written approval of the Commission.

4.32 Use of Vehicles: The Grantee may only purchase vehicles with Transportation Disadvantaged Trust Funds which the Grantee actually uses to transport eligible transportation disadvantaged passengers in the coordinated system.

4.40 Front End Funding: Front end funding is not applicable.

5.00 Retainage: Retainage is not applicable.

6.00 Project Budget and Disbursement Schedule:

6.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit "B," carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Article 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision that changes the fund participation requirements established in Article 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

6.20 Schedule of Disbursements: The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit "B." This schedule shall show estimated disbursement of Commission funds for the entire term of the Project by month of the fiscal year in accordance with Commission fiscal policy. The schedule may be divided by Project phase where such division is determined to be appropriate by the Commission. Any deviation from the approved schedule in Exhibit "B" requires advance submission of a supplemental schedule by the agency and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total up to any given month as indicated in the disbursement schedule in Exhibit "B." Grantee shall invoice on a **monthly** basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit "B". At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion.

7.00 Accounting Records, Audits and Insurance:

7.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the non-sponsored financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such non-sponsored financing accounts are referred to herein collectively as the "Project Account."

The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

Should the Grantee provide "sponsored" transportation to other purchasing agencies within the coordinated system during the time period of this Agreement, the Grantee shall maintain detailed documentation supporting the "sponsored" transportation to the other purchasing agencies, and must make this documentation available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

7.20 Funds Received Or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all non-sponsored transportation payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds." The Grantee shall require depositories of

Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

7.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account only eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

7.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by, invoices, vehicle titles, and other detailed supporting documentation evidencing in proper detail of the charges.

The Grantee shall provide upon request, sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the services rendered or costs incurred were those which were agreed upon. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantee's existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audits:

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.

    a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the

Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Grantee a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:

   i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit C to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

   ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

   iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).

   iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to both:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, FL 32399-0405 Email:FDOTSingleAudit@dot.state.fl.us	State of Florida Auditor General Local Government Audits/342 111 West Madison Street, Room 401 Tallahassee, FL 32399-1450 Email:flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Grantee's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, DFS or the Auditor General access to the Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Commission, the Department, or its designee, DFS or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.

7.70 Insurance: The Grantee shall insure insurance coverage is in effect on Project vehicles and equipment, and guarantee liability for minimum coverage as follows:

7.71 Liability: Liability coverage in an amount of $200,000 for any one (1) person, $300,000 per occurrence at all times in which Project vehicles or equipment are engaged.

7.72 Collision: Collision, fire, theft, and comprehensive coverage in any amount required to pay for any damages to the Project vehicle(s) and equipment including restoring to its then market value or replacement.

7.73 Property Insurance: The Grantee shall carry fire, theft, and comprehensive coverage property insurance, with replacement cost value, on equipment, other than vehicles, purchased with Transportation Disadvantaged Trust Funds.

7.74 Other Insurance: The above required insurance will be primary to any other insurance coverage that may be applicable.

8.00 Requisitions and Payments:

8.10 Preliminary Action by the Grantee: In order to obtain any Transportation Disadvantaged Trust Funds, the Grantee shall:

8.11 File with the Commission for the Transportation Disadvantaged, 605 Suwannee Street, Mail Station 49, Tallahassee, Florida, 32399-0450, its invoice on a form or forms prescribed by the Commission, and such other detailed supporting documentation pertaining to the Project Account and the Project (as listed in Exhibit "B" hereof) as the Commission may require, to justify and support the payment as specified in the Commission's Grant Agreement.

8.12 Grantee certifies, under penalty of perjury, that the Grantee will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

8.13 Financial Consequence: Reimbursement payment for transportation services shall not be provided to the Grantee until documentation supporting such services has been approved. In addition, payment shall not be provided to the Grantee for capital until the capital has been received and proof of payment and other back up documentation as requested is provided to the Commission. The project must be completed no later than June 30, 2019.

8.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this Agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project Account if:

8.21 Misrepresentation: The Grantee has made misrepresentations of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document or record of data or certification furnished therewith or pursuant hereto;

8.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

8.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

8.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or

8.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

8.30 Disallowed Costs: In determining the amount of the Grantee's payment, the Commission will exclude all costs incurred by the Grantee prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the Project, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, and costs attributable to goods, equipment, vehicles or services received under a contract or other arrangements which have not been approved in writing by the Commission or certified by the Grantee, pursuant to Exhibit "B."

8.40 Invoices for Goods or Services: Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied with such documentation.

8.50 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 8.20, or for any other reason, the commencement, prosecution, or timely

completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

9.20 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice under this Paragraph, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

9.30 Public Records: IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(850) 410-5700
CTDOmbudsman@dot.state.fl.us
605 Suwannee Street, MS 49
Tallahassee, Florida 32399

The Grantee shall keep and maintain public records required by the Commission to perform the service of this agreement.

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

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

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

Failure by the Grantee to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Commission.

10.00 Remission of Project Account Upon Completion of Project: Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.

11.00 Audit and Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

12.00 Third Party Agreements: The Grantee shall conduct an open and fair competitive process for any service or equipment that it subcontracts for or obligates itself that requires the disbursement of Transportation Disadvantaged Trust Fund moneys, with respect to this project.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: The Grantee must comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice and the assurance by the Grantee pursuant thereto.

13.30 Prohibited Interests:

13.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

13.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

13.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

13.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity in connection with any contract for contractual services which was within his or her responsibility while an employee.

13.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this section shall not be applicable to any agreement between the Grantee and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

13.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as amended, as it may be amended from time to time.

13.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

13.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

13.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and

2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: All Proposals, Plans, and Specifications for the acquisition, reconstruction, or improvement of vehicles or equipment, shall show that such vehicles or equipment are equipped to prevent and control environmental pollution.

14.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

14.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus and Commissions: By execution of the Agreement, the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or Federal law. Provided, that if any of the provisions of the Agreement violate any applicable State or Federal law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Grantee to the end that the Grantee may proceed as soon as possible with the Project.

14.70 Purchased Vehicles or Equipment:

14.71 Maintenance of Purchased Vehicles or Equipment: The Grantee agrees to maintain the vehicles and equipment purchased or financed in whole or in part with Transportation Disadvantaged Trust Funds pursuant to this Agreement in good working order for the useful life of the vehicles and equipment. The Grantee agrees not to make alterations or modifications to the equipment or vehicles without the consent of the Commission. The Grantee shall notify the Commission in writing of any lease or assignment of operational responsibility of project vehicles and equipment to third-persons.

14.72 Utilization: The Grantee agrees to assure that all Project equipment and vehicles purchased with Transportation Disadvantaged Trust Funds are used to meet the identified transportation needs of the non-sponsored and in support of the service plan established under the provisions of Rule 41-2, Florida Administrative Code, to serve the transportation needs of the transportation disadvantaged of the area. Purchased Project equipment and vehicles shall be operated to their maximum possible efficiency. Purchased vehicles and equipment will be used for the period of their useful lives in accordance with the most current Commission policies. The Commission may, after consultation with the Grantee, transfer purchased equipment and vehicles that it deems to be underutilized or that is not being operated for its intended purpose. This underutilized equipment and vehicles will be returned to the Commission at a specified location at a mutually agreeable time. Reimbursement of any equity or interest of the Grantee will be made after another party has assumed the obligations under the terms and conditions of this Agreement or disposal of said items by sale has occurred. The Commission shall make the sole determination of the Grantee's interest and reimbursement. As determined by the Commission, failure to satisfactorily utilize vehicles and equipment that are purchased with Project funds shall be sufficient cause for non-payment by the Commission as provided in Paragraph 8.25.

14.73 Disposal of Purchased Project Equipment: Useful life of capital equipment is defined in the Commission's Capital Equipment Procedure as incorporated herein by reference. The following applicable process must be used prior to disposition of any capital equipment purchased with these grant funds:

a) While the Grantee is still under contract with the Commission and the capital equipment still has useful life, the Grantee must request written approval from the Commission prior to disposing of any equipment purchased or financed in whole or in part pursuant to this Agreement, including vehicles, during its useful life, for any purpose. Proceeds from the sale of purchased project equipment and vehicles shall be documented in the project file(s) by the Grantee. With the approval of the Commission, these proceeds may be re-invested for any purpose which expands transportation disadvantaged services for the non-sponsored. If the Grantee does not elect to re-invest for purposes which expand transportation disadvantaged services, the gross proceeds from sale shall be refunded to the Commission in the same participation percentage ratios as were used to fund the original purchase.

b) The purchase of all vehicles and equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the Grantee on behalf of the Florida Commission for the Transportation Disadvantaged in accordance with State regulations and statutes. Title to any vehicle purchased with Project funds shall be in the name of the Grantee, subject to lien in favor of the Commission. The Commission will relinquish all interest in the vehicles and equipment when it has reached the end of its useful life and at this time the Commission will satisfy its lien of record.

c) When a Grantee is no longer an eligible recipient of trip and equipment grant funds and no longer a Commission approved Community Transportation Coordinator, the capital equipment with useful life purchased with these grant funds must be transferred to an eligible recipient in accordance with the Commission's Capital Equipment Procedure.

14.74 Equivalency of Service: In the event that this agreement involves the purchasing of vehicles, upon the Commission's request, the Grantee shall submit to the Commission, certification that such equipment meets or exceeds equivalency of service requirements in accordance with the Commission's Capital Equipment Procedures. Failure to abide by this requirement shall be sufficient cause for nonpayment by the Commission as provided in Paragraph 8.23.

15.00 Contractual Indemnity: To the extent permitted by law, the Grantee shall indemnify, defend, save, and hold harmless the Commission and all their officers, agents or employees from all suits, actions, claims, demands, and liability of any nature whatsoever arising out of, because of, or due to breach of the agreement by the Grantee or its subcontractors, agents or employees or due to any negligent act, or occurrence of omission or commission of the Grantee, its subcontractors, agents or employees. Neither the Grantee nor any of its agents will be liable under this article for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of their officers, agents or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes or any similar provision of law. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's or any subcontractor's or other entity's negligence.

16.00 Appropriation of Funds: The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

17.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before June 30, 2019. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Article 9.00 of this agreement shall be initiated. For the purpose of this

Article, completion of project is defined as the latest date by which services may have been provided or equipment funds may have been received as provided in the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2019.

18.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

19.00 Execution of Agreement: This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

20.00 Vendors and Subcontractors Rights:

20.10 Vendors (in this document identified as the Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services after receiving an approved invoice from the Commission. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Management Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516. Vendors may also contact the Department of Financial Services Consumer Hotline at 1-800-342-2762.

20.20 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within seven (7) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

21.00 Modification: This Agreement may not be changed or modified unless authorized in writing by the Commission.

FM/JOB No(s).	43939618401
CONTRACT NO.	G0W89
AGREEMENT DATE	

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

GRANTEE: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Jack R. Brown

TITLE: County Administrator

COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

BY: _____

TITLE: **Executive Director (Commission Designee)**

WITNESS: _____

WITNESS: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/10/18

FM/JOB No(s).	43939618401
CONTRACT NO.	G0W89
AGREEMENT DATE	

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES
MOBILITY ENHANCEMENT GRANT AGREEMENT

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Escambia County Board of County Commissioners, Escambia County Board of County Commissioners, 221 Palafox Place, Pensacola, FL 32502.

PROJECT LOCATION: Escambia County

PROJECT TIMEFRAME: Agreement date through June 30, 2019.

PROJECT DESCRIPTION: To provide financial assistance for the provision of eligible demand response trips for qualified transportation disadvantaged citizens who reside in the northern rural areas of the county which are currently underserved or not served to enhance access to medical, pharmacy and grocery shopping. These trips will also provide connectivity to fixed route services.

These services will be available as follows (except County designated holidays):

- Northeastern Escambia County, including but not limited to, Century, Molino, and McDavid for eligible residents – Mondays, Wednesdays and Fridays, 7:00 am to 6:00 pm.
- Northwestern Escambia County, including but not limited to, Walnut Hill, Davisville and Bratt for eligible residents – Tuesdays and Thursdays, 7:00 am to 6:00 pm.

The Grantee will utilize its current Transportation Disadvantaged Rider eligibility application process to determine rider qualification.

PERFORMANCE MEASURES: Once the provision of services begins, each of the following project performance measures will be monitored on a monthly basis unless otherwise noted below.

Performance Measure	Description	Reports
Monthly Ridership	Total monthly project trip goal is 140 trips	Report total number of trips provided in project area.
Number of Riders Served	Unduplicated Riders	Quarterly report to reflect number of unduplicated riders per month. This will be reported with the results of the of the customer satisfaction surveys (see below). At the end of the project, report to include total number of unduplicated riders served during project period.

Customer Satisfaction	Surveys shall be collected from a minimum of 20% of the unduplicated passenger headcount for each quarter (July-Sept; Oct-Dec; Jan-Mar; and Apr – June). Goal is for the service to receive a positive evaluation from 90% of the project participants.	Quarterly report shall provide total unduplicated passenger head count per month for the quarter; number of customer satisfaction surveys collected; and the results of the surveys specifically related to the quality of trip, scheduling and trip performance, at a minimum.

Performance Measures Report format to be approved by the Commission prior to initial submission.

SPECIAL CONSIDERATIONS BY GRANTEE:

None

SPECIAL CONSIDERATIONS BY COMMISSION:

None

FM/JOB No(s).	43939618401
CONTRACT NO.	G0W89
AGREEMENT DATE	

EXHIBIT "B"
PROJECT BUDGET AND DISBURSEMENT SCHEDULE

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Escambia County Board of County Commissioners, Escambia County Board of County Commissioners, 221 Palafox Place, Pensacola, FL 32502.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible Costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and Fiscal Year 2018-19 Program Manual and Application for the Mobility Enhancement Grant. Trips shall be purchased at the rates indicated in Exhibit B, Page 2 of 2, attached to and made a part of this agreement.

Grantee shall invoice on a monthly basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit "B." At times, this may result in "underbilling" or "overbilling." Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Reimbursement payment for transportation services shall not be provided to the Grantee until documentation supporting such services has been approved. In addition, payment shall not be provided to the Grantee for capital until the capital has been received and proof of payment and other back up documentation as requested is provided to the Commission. The project must be completed (capital received and approved by the Grantee) no later than June 30, 2019.

Non-sponsored Trips	$	55,555.00	FM# 43939618401
TOTAL	$	55,555.00	

II. SOURCE OF FUNDS:

Commission for the Transportation Disadvantaged State Funds (no more than 90%)	$50,000.00
Local Cash Funds	$5,555.00
Total Project Cost	**$55,555.00**

III. DISBURSEMENT SCHEDULE OF COMMISSION (State) FUNDS

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 18/19				5,560	5,555	5,555	5,555	5,555	5,555	5,555	5,555	5,555

TRANSPORTATION DISADVANTAGED TRUST FUND
SERVICE RATES
EXHIBIT B
PAGE 2 OF 2

COMMUNITY TRANSPORTATION COORDINATOR: Escambia County Board of County Commissioners
EFFECTIVE DATE: _____

TYPE OF SERVICE TO BE PROVIDED	UNIT (Passenger Mile or Trip)	COST PER UNIT $
Ambulatory/Wheelchair	Trip	29.00

FM/JOB No(s).	43939618401
CONTRACT NO.	G0W89
AGREEMENT DATE	

EXHIBIT "C"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Commission for the Transportation Disadvantaged/Florida Department of Transportation
State Project Title:	COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD) TRIP AND EQUIPMENT GRANT PROGRAM (Mobility Enhancement Grant)
CSFA Number:	55.001
***Award Amount:**	$50,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.001 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.001 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

RESOLUTION R2018-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT A MOBILITY ENHANCEMENT GRANT AWARD FROM THE FLORIDA COMMISSION OF THE TRANSPORTATION DISADVANTAGED; APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN THE MOBILITY ENCHANCEMENT GRANT AGREEMENT WITH THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County previously entered into a Memorandum of Agreement with the Commission for the Transportation Disadvantaged (CTD) wherein the Escambia County Board of County Commissioners was designated as the Community Transportation Coordinator (CTC) in Escambia County; and

WHEREAS, Escambia County, as the CTC, has the authority to apply for and is eligible to receive a Local Program Administrative Support Grant award from the Florida Commission for the Transportation Disadvantaged as authorized by §427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code; and

WHEREAS, Escambia County has the requisite authority to enter into a Local Program Administrative Support Grant Agreement with the Florida Commission for the Transportation Disadvantaged awarding funds for program related administrative support services; and

WHEREAS, the estimated total project cost is $50,000, which is the maximum participation by the Commission.

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

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

Section 2. The Board of County Commissioners hereby approves the Mobility Enhancement Grant Agreement with the Florida Commission for the Transportation Disadvantaged.

Section 3. The Board hereby authorizes the County Administrator to execute the Agreement on behalf of the County and all other grant related documents pertaining to the award.

Section 4. This Resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Jeff Bergosh, Chairman

By:_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title:
Date: 8/10/18

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14659 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018

Issue: Approval to Issue Fiscal Year 2017/2018 Purchase Orders in Excess of $50,000
From: Todd Humble, Library Services Director
Organization: Library Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2017/2018 Purchase Orders in Excess of $50,000, for the Library Services Department - Todd Humble, Library Services Director

That the Board, for the Fiscal Year 2017/2018, approve the issuance of blanket and/or individual purchase order in excess of $50,000, based upon previously awarded contracts, contractual agreements or annual requirements for the Library Services Department as follows:

Department:	Library Services
Amount:	$48,000
Vendor:	American Facility Services
Original Contract:	PD 10-11.049
Original PO#:	180095
Additional Contract Amount:	$55,840.31
New Contract issued:	PD 17-18.014
New total for FY 2017/2018:	$103,840.31

BACKGROUND:

The issuance of this Purchase Order is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funds are available in the Budget under Library Fund (113), Operations (110501), Other Contractual Services (53401).

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14722 **County Administrator's Report 10. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018

Issue: Change Order on PD16-17.050, to J Miller Construction Inc., PO 181229, for the 4-H Multipurpose Livestock Facility
From: Robert E. Dye, Interim Facilites Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order on Contract PD 16-17.050, to J Miller Construction Inc., PO 181229, for the 4-H Multipurpose Livestock Facility - Robert E. Dye, Interim Director Facilities Management

That the Board approve and authorize the County Administrator to execute the following Change Order to J. Miller Construction Inc., PO 181229, in the amount of $24,025.24, on Contract PD 16-17.050, for the 4-H Multipurpose Livestock Facility:

Department:	Facilities Management
Division:	DCAT
Type:	Addition
Amount:	$24,025.24
Vendor:	J Miller Construction, Inc.
Project Name:	4-H Multipurpose Livestock Facility
Contract:	PD 16-17.050
PO#:	181229
CO#:	1
Original Contract Award:	$103,398.40
Cumulative Amount of Change Orders Through this CO:	$24,025.24
New Contract Amount:	$127,423.64

[Funding Source: Fund 352, LOST (Local Option Sales Tax) III, Cost Center 110267, Public Facilities and Project Lost III, Object Code 56201, Project #14PF2695]

BACKGROUND:

This project was originally bid on January 18, 2018. The low bid received was $259,600, which exceeded the available budget for construction of $130,000. The architect was directed to develop a design that would fall within the budget and the project was re-bid. On May 2, 2018, bids were received on the redesigned facility. The low bid for the revised design was $103,398.40. 4-H requested some of the items removed during the redesign be added back to the project if it remained under budget.

This change order adds closed-in storage areas with lighting and electrical outlets, changes overhead electrical to underground and adds LED exterior lighting for security. The amount of this change order is $24,025.24 and brings the total project cost to $127,423.64.

BUDGETARY IMPACT:

Funds for the construction of this facility, including this change order, have been provided by the 4-H Foundation, Inc.

Fund 352, LOST (Local Option Sales Tax), Cost Center 110267, Public Facilities and Project Lost III, Object Code 56201, Project #14PF2695.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

J Miller PO181229 CO#1

J Miller PO181229 & BU

July 18, 2018

Mr. George Bush
Escambia County Facilities Management
100 E. Blount St.
Pensacola, FL 32501

Re: 4H Multipurpose Livestock Facility

Mr. Bush:

Attached is the Change Order #1 proposal from J. Miller Construction. It has six change order items. They are:

1. Add two wood framed, metal panel clad storage sheds to be located under the existing roof structure on the east end of the Livestock facility. These storage sheds were requested by Mr. Nick Simmons, the 4H representative at our Pre- Construction meeting at the jobsite on June 18, 2018.
2. Add lights to storage rooms. These will be required for the storage rooms to function.
3. Add 4 duplex outlets per storage room. These will be needed for the storage rooms to function.
4. Change overhead power to underground power for the building. This was offered as an option by J. Miller Construction at our Pre-Construction meeting. Mr. Simmons concurred.
5. Add an LED night light on the east end of the facility. This was requested by Mr. Simmons at our Pre-Construction conference.
6. Change all ground wire to #4. The existing ground wire changed sizes below grade. It is more efficient to use the same size wire throughout.

We recommend that all these Change Order items be accepted.

Sincerely,

Mike Marshall, AIA
SAM MARSHALL ARCHITECTS

SAM MARSHALL ARCHITECTS • 325 SOUTH PALAFOX STREET • PENSACOLA, FL 32502
FL LIC # AAC00293 • TEL: 850-433-7842 • FAX: 850-433-0510 • EMAIL: smaadmin@sammarshallarch.com

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order No.: _ONE_ Contract No. PD _16-17.050
Date: _9/18/18_____ Date: 5/22/2018_____
To: _J. Miller Construction_
_8900 Waring Rd
_Pensacola, FL 32534

Project Name: 4-H Multipurpose Livestock Facility
****

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

DESCRIBE CHANGES HERE: 1. Add two wood-framed, metal clad sheds under the existing roof on the east end of the Livestock Facility. 2. Add lighting for the two sheds. 3. Add four power outlets for each shed. 4. Change power to underground service for the Livestock Facility. 5. Provide one-night light on the east end of the Livestock Facility. 6. Change all grounding wire to #4 wire size.

	Dollars	Time in Calendar Days
Original Agreement Amount	$ 103, 398.40	100
Sum of Previous Changes	$ 0.00	
This Change Order	$ 24,025.24	15
Adjusted Agreement Amount	$ 127,423.64	115

The contract substantial completion date will be **increased**/decreased by 15 calendar days due to this Change Order. The new contract substantial completion date is October 18, 2018. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value change order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Accepted, _____, _____(Year)

By: Tom Dulaney
Contractor

By: _____
Architect/Engineer

By: _____
Owner **0030 (Revised 9/18/03)**

J. MILLER CONSTRUCTION, INC.

CBC1255614

8900 Waring Rd

Pensacola, FL 32534

PHONE: (850) 494-0240

FAX: (850) 494-0242

Proposal

Aug 17, 2018

TO:

Sam Marshal Architects
Mike Marshal

Project Site:

4h Livestock Facility

Description:							Price:
Frame 2 feed storage rooms to be 8' x 18' x 10' high. To be "stickframed", 2x4 walls, 2x8 ceiling joists, 1/2" plywood on exterior walls and roof. Walls and roof to be wraped with tyvek or equal and covered with same metal as approved on roof. Each room to have a 6-0 x 7-0 HM frame w/2 3-0 x 7-0 HM doors, paint grade 4-1/2" hinges, one lockset, surface bolts and threshold. Electrical as described below. In addition, we request a 15 day contract extention for this work.							
frame	form raised floors					$ 234.00	
	anchor bolts					$ 84.00	
	treated bottom plate 2x4x12 tr					$ 76.50	
	top plates 2x4x12 SYP					$ 126.00	
	studs 2x4x10					$ 572.00	
	ceiling joists 2x8x8					$ 168.75	
	2x8 end band 2x8x10					$ 102.00	
	plywood walls 1/2x					$ 945.00	
	plywood roof					$ 243.00	
	doors pair					$ 4,165.00	
	felt or tyvec					$ 300.00	
	metal walls 36 eax3x10' long					$ 1,080.00	
	metal roof 12 ea x 3 x 8' each					$ 288.00	
	trim					$ 370.50	
	paint doors					$ 400.00	
	lights					$ 600.00	
	switch					$ 150.00	
	labor					$ 4,993.20	
	fasteners					$ 250.00	
	Add hold open devices to 4 feed room doors						
	purchase					$ 599.84	
	install					$ 60.00	
	NOTE: Items below were added after original CO 1 proposal						
	roof and wall metal material					$ 148.00	
	metal trim material					$ 74.00	
	plywood					$ 66.00	
	peel and stick					$ 107.50	
	Simpson couplers					$ 163.93	
	t rods quote f/Threaded Fasteners					$ 473.86	
	concrete drill bits for Simpson couplers					$ 15.00	
				Subtotal		$ 16,856.08	
					10%	$ 1,685.61	
				Total		**$ 18,541.69**	**$18,541.69**
Electrical							
	UG service EREC Charges						
	EREC UG service fee					$ 1,000.00	
	ug service line to transformer	290 lf	$	6.75		$ 1,957.50	
	night light					$ -	
	supply LED night light on dedicated switched 20Amp circuit					$ 625.00	
	add 4 weatherproof receptacles					$ 80.00	
	200 Amp						
	upgrade 100 to 200 Amp Nema 3R panel					$ 775.00	
	Change all ground wire to #4	130 lf	$	0.62		$ 80.60	
	Add switched circuits to each feed room for ligh	2 ea	$	115.00		$ 230.00	
	(fixtures (4) no extra charge, from original bid)						
	Add 1 110V, 20 Amp dedicated GFI circuit to the 200 Amp panel					$ 475.00	
	4 each duplex receptacles, 2 per room						
	All piping to be ½" PVC						
				Subtotal		$ 5,223.10	
					5%	$ 261.16	
				Total		**$ 5,484.26**	
							$5,484.26

$24,025.94

TO JOBSITE.

Accepted: _____ Date: 9/18/18

PURCHASE ORDER NO. 181229

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
133404 FAX: 850-494-0242
J MILLER CONSTRUCTION INC
8900 WARING ROAD
PENSACOLA FL 32534

SHIP TO
FACILITIES MAINTENANCE
SEE BELOW
ATTN:

ENTERED FY16-17 MISC

ORDER DATE: 05/22/18	BUYER: JEFFREY LOVINGOOD	REQ. NO.: 18001341	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.:	DESC.: DANYA CLAPP 595-3190	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	4-H MULTIPURPOSE LIVESTOCK FACILITY PD 16-17.050 - BCC APPROVED 5/17/18	103398.4000	103,398.40

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	110267	56201	103,398.40	14PF2695

PAGE TOTAL $	103,398.40
TOTAL $	103,398.40

Above Amount Approved

I do hereby certify that the attached invoices are correct; the goods or services have been properly received by the County; the expenditures are in compliance with any applicable laws or grant restriction; that adequate budget appropriations are available; the expenditures are just, reasonable and necessary for operations of the appropriate department and that the invoices are due and payable.

APPROVED BY

TAX ID 85-8013888011C 3
FED ID 59-6000-598

Original Purchase Order

1341

5/17 BCC

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Re-Solicit 4-H Multipurpose Livestock Facility

Bid Number: PD 16-17.050

Opening Date/Time: May 02, 2018 at 2:00 PM CDT

Purchasing Agent: Jeffrey Lovingood

Client Department: Facilities Management Dept. Director/Designee: George Bush

Protest Information: N/A

Note: Purchasing will advise of any Protest(s)

Requisition #: 18001341

103,398.40

Fund #: 352 Fund Title: LOST III

Cost Center #: 110267 Cost Center Title: Public FAC & PROJ LOST III

Object Code #: 56201 Object Code Title: Buildings

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation (●) Yes ( ) No
Note: Attachments to Requisition shall Reference PD # 0

Comments Applicable to General Information Section:

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

Award contract to J. Miller Construction, Inc.

Unit Price Extensions Checked by: Jeff Lovingood

(Signature) _____ (Date) 5/2/18

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing [ ] Yes [✓] No Client Department [ ] Yes [ ] No
If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: George L Bush
(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval: _____
(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

F0125

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and J. Miller Construction Inc., per the terms and conditions of PD 17-18.050, Re-Solicit 4-H Multipurpose Livestock Facility, for a lump sum of $103,398.40 (Funding: Fund 352, LOST [Local Option Sales Tax] III; Cost Center 110267, Public Facilities and Project Lost III; Object Code 56201, Buildings).

Approved 5-0

12. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Purchase Order from Escambia County, Florida, to Dell Marketing L.P., per the terms and conditions of PD 17-18.046, West Florida Public Library Computer Replacement Project, for a lump sum of $109,570 (Funding: Fund 113, Capital; Cost Center 110503, Information Systems; Object Code 56401, Machinery & Equipment - $31,450; and Fund 113, Operating Supplies; Cost Center 110503, Information Systems; Object Code 56401, Machinery and Equipment - $78,120).

Approved 5-0

13. Recommendation: That the Board adopt, and authorize the Chairman to sign, the Resolution [R2018-47] approving and authorizing the Chairman to sign the Joint Participation Agreement (JPA) between the State of Florida Department of Transportation (FDOT) and Escambia County - FPN 438150-1-58-01 - Traffic Signal Video Detection Equipment (Funding: FDOT agrees to reimburse the County for the actual costs of the project in an amount up to, but not to exceed, $225,748; funding is available in Fund 352, LOST [Local Option Sales Tax] III, Cost Center 210107, Object Code 56301, Project 11EN1028, ITS Application, $226K available; Public Works - ITS to cover costs until reimbursed by FDOT).

Approved 5-0

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14137 **County Administrator's Report 14. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: Contract Award for Re-Solicit 4-H Multipurpose Livestock Facility
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Re-Solicit 4-H Multipurpose Livestock Facility - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and J. Miller Construction Inc., per the terms and conditions of PD 17-18.050, Re-Solicit 4-H Multipurpose Livestock Facility, for a lump sum of $103,398.40.

[Funding: Fund 352, LOST III; Cost Center 110267, Public Facilities & Project Lost III; Object Code 56201, Buildings]

BACKGROUND:

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, April 02, 2018. A non mandatory pre-solicitation conference was held on Tuesday, April 17, 2018, and was attended by six firms. Five bids were received on Wednesday, May 2, 2018.

The multipurpose livestock facility will serve multiple uses for animal science teaching and animal husbandry. It will provide housing to 4H youth livestock projects and provide a safe environment for youth to learn and grow with their animals. The facility will also be used for day camps, workshops and seminars for other agricultural programs within Escambia County Extension.

BUDGETARY IMPACT:

Fund 352, LOST III; Cost Center 110267, Public Facilities & Project Lost III; Object Code 56201, Buildings

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form B: Construction

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was

required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, April 2, 2018. A non mandatory pre-solicitation conference was held on Tuesday, April 17, 2018, and was attended by six firms. Five bids were received on Wednesday, May 2, 2018.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's prepared agreement and Purchase Order.

Attachments

Solicitation
Bid Tab Recommendation to Award
Recommendation to Award Determination Checklist
J. MIller Construction Agreement

Project Name 4-H Livestock Facility Re-bid

Date 5/2/18

Contractor	Base Bid All	Total	Notes
Deversified General Contractors	$125,000	$125,000	
Birkshire Johnstone	$171,000	$171,000	
Emerald Coast Construction	$133,700	$133,700	
Evans Chase Construction	$149,900	$149,900	
JR Miller Construction	$103,398	$103,398	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14683 **County Administrator's Report 10. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018
Issue: Copier Lease Agreement with RJ Young Company, Inc.
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Copier Lease Agreement with RJ Young Company, Inc. - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve the following action:

A. Rescind the Board's action of June 21, 2018, awarding a Purchase Order and authorizing the County Administrator to sign a 48-month lease for a Ricoh Model MP C4504 digital copier system to RJ Young Company, Inc., for placement in the Brownsville Community Resource Center, for an annual amount of $1,447.68, plus cost per copy at $ .0049 for black and white and $.045 for color, in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Finance, Article II, Purchase and Contracts, Section 106-Multi-Year Lease and Lease Purchase Agreements (Funding: Fund 101, Restricted Fund, Cost Center 370150, Community Center Rentals, Object Code 54401, Rentals and Leases); and

B. Award a Purchase Order and authorize the County Administrator to sign a 48-month lease for a Ricoh Model MP C4504 digital copier system to RJ Young Company, Inc., for placement in the Brownsville Community Resource Center, for an annual amount of $1,356, plus cost per copy at $ .0049 for black and white and $ .045 for color, in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Finance, Article II, Purchase and Contracts, Section 106-Multi-Year Lease and Lease Purchase Agreements.

[Funding: Fund 101, Restricted Fund, Cost Center 370105, Community Center Rentals, Object Code 54401, Rentals and Leases]

BACKGROUND:

The Department of Neighborhood & Human Services is continuing placement of necessary equipment for use in the Brownsville Community Resource Center. To utilize available funding in the best manner, quotes for lease and digital copier system were requested of three vendors. Of the quotes, RJ Young Company, Inc. provided the lowest and most responsive overall cost per month. The leasing option locks in a stabilized monthly lease rate of $112.96, with a cost of $.0049 per black and white, and $.045 per color copy.

BUDGETARY IMPACT:

Funding is available in Fund 101, Restricted Fund, Cost Center 370105, Community Center Rentals, Object Code 54401, Rental and Leases

LEGAL CONSIDERATIONS/SIGN-OFF:

The Lease Agreement has been reviewed and approved for legal sufficiency by Senior Assistant County Attorney Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Escambia County, Florida, Code of Ordianances, Chapter 46, Finance Article II, Purchase and Contracts, Section 106 -- Multi-Year Lease and Lease Purchase Agreements. Quotes were solicited and obrained from three different vendors. The vendor with the lowest, and most responsive overal all cost per month was selected.

IMPLEMENTATION/COORDINATION:

The Department of Neighborhood & Human Services will coordinate with the Office of Purchasing to issue the necessary purchase order.

Attachments

RJ Young 6-21-18

RJ Young Lease Agreement

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14220 **County Administrator's Report 13. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/21/2018
Issue: Copier Lease with RJ Young Company, Inc., for placement in the Brownsville Community Resource Center
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Copier Lease with RJ Young Company, Inc. - Tonya Gant, Director, Neighborhood & Human Services Department Director

That the Board award a Purchase Order for a 48-month lease for a Ricoh Model MP C4504 digital copier system to RJ Young Company, Inc., for placement in the Brownsville Community Resource Center, for an annual amount of $1,447.68, plus cost per copy at $.0049 for black and white and $.045 for color, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchase and Contracts, Section 106- Multi-Year Lease and Lease Purchase Agreements.

[Funding: Fund 101, Restricted Fund, Cost Center 370105, Community Center Rentals, Object Code 54401, Rentals and Leases]

BACKGROUND:

The Department of Neighborhood & Human Services is continuing placement of necessary equipment for use in the Brownsville Community Resource Center. To utilize available funding in the best manner, quotes for lease of a digital copier system were requested of three vendors. Of the quotes, RJ Young provided the lowest and most responsive overall cost per month. This leasing option locks in a stabilized monthly lease rate of $120.64, with a cost of $.0049 per black and white copy, and $.045 per color copy.

BUDGETARY IMPACT:

Funding is available in Fund 101, Restricted Fund, Cost Center 370105, Community Center Rentals, Object Code 54401, Rentals and Leases.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal impact associated with this recommendation.

PERSONNEL:

There is no personnel impact associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts, Section 106 – Multi-Year Lease and Lease Purchase Agreements. Quotes were solicited and obtained from three different vendors. The vendor with the lowest, and most responsive overall cost per month was selected.

IMPLEMENTATION/COORDINATION:

The Department of Neighborhood and Human Services will coordinate with the Office of Purchasing to issue the necessary purchase order.

Attachments

Summary Form
RJ Young Quote Form
CPC Tech Quote Form
KonicaMinota Quote Form

Neighborhood & Human Services
Lease Quotes-Digital Color Copier System

VENDOR	COPIER SYSTEM	48 MONTH LEASE	MONTHLY FEE	OVERAGE RATE PER B/W COPY	OVERAGE RATE PER COLOR COPY
RJ Young	Ricoh MP C4504	$120.64		0.0049	0.045
CPC Office Technologies	Sharp MX-3050V	$127.42		$0.0086	$0.0475
Konica Minolta Business Solutions	Konica Minolta Bizhub C308	$146.05		$0.0055	$0.042

NHS-Brownsville Community Resource Center - 3200 W. DeSoto Street, Pensacola, FL - (850) 595-3130
Request for Quotes - Multifunctional System (Network Printing, Copying, Scanning, Faxing) - Minimum Print PPM: 45

Proposed Copier Brand and Model	Ricoh MP C4504 Digital Color Copier System
36-Month (3-Year) Monthly Lease Cost	
48-Month (4-Year) Monthly Lease Cost	$120.64 per Month
60-Month (5-Year) Monthly Lease Cost (preferable)	

Description of Required Features	Included in Lease? Y	N	Addtl Cost (If Any)	Comments
Document Feeder: Automatic Reversing Document Feeder or Single Pass Document Feeder? (state which type and paper capacity in "Comments")	X			Single Pass Duplexing Document Feeder. 220 Sheets
Auto Duplex	X			Unlimited Capacity (5.5 X 8.5 up to 12 X18)
Paper Trays Included (list paper capacity in "Comments")	X			Three 550 Sheet paper trays included in price
Additional Paper Trays, if not included (list capacity in "Comments")		x	$5.00 mo	1 additional tray can be added. Cost represents 60 months
Bypass Tray (list capacity in "Comments")	X			100 Sheet Capacity. Up to 80lb paper
Sheet / Stapler Finisher (minimum 500-sheet)	X			1000 Sheet Capacity
Other Finisher Option (list in "Comments)		X		500 Sheet finisher is available if requested at lower cost
Image Enlargement/Reduction	X			25% up to 400%
Supported Paper Sizes (list in "Comments")	X			3.5 X 5.8 up to 12 X 18"
Supported Paper Types (labels and envelopes required - list in "Comments")	X			Yes on labels and evelopes. Any stock up to 166lb index
Cabinet Stand		X		Not required when adding additional paper cassettes
User Codes (list maximum in "Comments")	X			Up to 1000 accounts
Network Printing	X			
Fax Capability (Walk-up & Network)	X			
Scanning Capability (Walk-up & Network)	X			
Hole Punch Capability	X			
Stapling Capability (list staple capacity in "Comments")	X			50 sheet stapling and 5 sheet stapleless stapling
Staples Included?	X			As per State of Florid approved USF Contract
Toner Included?	X			As per State of Florid approved USF Contract
Installation and Training Included?	X			
Technical/Repair Services? (Indicate Response Time in "Comments")	X			5 Hr guaranteed in person response time. 1 Hr by Phone
Total of Options			N/A	No options required unless reconfiguration is requested
Cost per Copy - B/W		X	0.0049	Service billed per copy based on State of Florica Contract
Cost per Copy - Color		X	0.045	Service billed per copy based on State of Florica Contract
Company Name	R J Young Company, Inc.			
Representative Name	Jeff English			
Representative Contact Number(s)	850-255-0511			
Date Quote Submitted				

Copies Included Package (if available)

Cost Per Month:	
B/W Copies Included:	0
Color Copies Included	0

Cost Per Copy - Overage B/W Copies	0.0049
Cost Per Copy - Overage Color Copies	0.045

NHS-Brownsville Community Resource Center - 3200 W. DeSoto Street, Pensacola, FL - (850) 595-3130
Request for Quotes - Multifunctional System (Network Printing, Copying, Scanning, Faxing) - Minimum Print PPM: 45

Proposed Copier Brand and Model	Sharp MX-3050V
36-Month (3-Year) Monthly Lease Cost	$154.56
48-Month (4-Year) Monthly Lease Cost	$127.42
60-Month (5-Year) Monthly Lease Cost (preferable)	$108.58

Description of Required Features	Included in Lease? Y	N	Addtl Cost (If Any)	Comments
Document Feeder: Automatic Reversing Document Feeder or Single Pass Document Feeder? (state which type and paper capacity in "Comments")	Y			Reversing Duplex
Auto Duplex	Y			Unlimited
Paper Trays Included (list paper capacity in "Comments")				Three 550 Sheet Paper Trays
Additional Paper Trays, if not included (list capacity in "Comments")				
Bypass Tray (list capacity in "Comments")				100 Sheet Bypass Tray
Sheet / Stapler Finisher (minimum 500-sheet)	Y			500 Sheet Capacity
Other Finisher Option (list in "Comments)				2 or 3 hole punch included
Image Enlargement/Reduction	Y			25% - 400% reduction and enlargement
Supported Paper Sizes (list in "Comments")				8.5 X 5.5. up to 12 X 18
Supported Paper Types (labels and envelopes required - list in "Comments")				Envelopes, Labels, Cardstock, Plain,and Recycled.
Cabinet Stand				Includes Paper Bank
User Codes (list maximum in "Comments")	Y			Up to 10,000
Network Printing	Y			
Fax Capability (Walk-up & Network)	Y			
Scanning Capability (Walk-up & Network)	Y			
Hole Punch Capability	Y			
Stapling Capability (list staple capacity in "Comments")	Y			
Staples Included?	Y			
Toner Included?	Y			
Installation and Training Included?	Y			
Technical/Repair Services? (Indicate Response Time in "Comments")				4 Hour average response. Locally stocked parts and supplies
Total of Options				$4,794.00 (If Purchasing instead of leasing)
Cost per Copy - B/W				.0086
Cost per Copy - Color				.0475
Company Name	CPC Office Technologies			
Representative Name	Gregg Koontz			
Representative Contact Number(s)	(850) 432-1580			
Date Quote Submitted	May 03, 2018			

Copies Included Package (if available)

Cost Per Month:	
B/W Copies Included:	
Color Copies Included	

Cost Per Copy - Overage B/W Copies	
Cost Per Copy - Overage Color Copies	

Using State of FL Copier Contract 600-000-11-01

NHS-Brownsville Community Resource Center - 3200 W. DeSoto Street, Pensacola, FL - (850) 595-3130
Request for Quotes - Multifunctional System (Network Printing, Copying, Scanning, Faxing) - Minimum Print PPM: 45

Proposed Copier Brand and Model	Bizhub C458
36-Month (3-Year) Monthly Lease Cost	$179.19
48-Month (4-Year) Monthly Lease Cost	$146.05
60-Month (5-Year) Monthly Lease Cost (preferable)	N/A - Not available on State of FL Contract

Description of Required Features	Included in Lease? Y	Included in Lease? N	Addtl Cost (If Any)	Comments
Document Feeder: Automatic Reversing Document Feeder or Single Pass Document Feeder? (state which type and paper capacity in "Comments")	✓			Single Pass Document Feeder (300-sheet capac
Auto Duplex	✓			
Paper Trays Included (list paper capacity in "Comments")	✓			Comes with 2 paper trays and stand - 1,150 Capacity
Additional Paper Trays, if not included (list capacity in "Comments")		✓	$5.08 (48 months)	2 additional trays (4 total) - 2,150 Capacity
Bypass Tray (list capacity in "Comments")	✓			150 sheets capacity
Sheet / Stapler Finisher (minimum 500-sheet)		✓	$7.12	(48 months) Outer Staple Finisher (3200 sheets output)
Other Finisher Option (list in "Comments")		✓	N/A	* Inner Staple finisher priced below
Image Enlargement/Reduction	✓			
Supported Paper Sizes (list in "Comments")	✓			Up to 12"x18"
Supported Paper Types (labels and envelopes required - list in "Comments")	✓			Up to 256GSM
Cabinet Stand	✓			
User Codes (list maximum in "Comments")	✓			Maximum of 1000 User Code)
Network Printing	✓		N/A	
Fax Capability (Walk-up & Network)	✓			
Scanning Capability (Walk-up & Network)	✓			
Hole Punch Capability		✓	$3.07	2/3 hole punch (48 month price)
Stapling Capability (list staple capacity in "Comments")		✓	$5.51	50-sheet Internal Stapler (48 month price)
Staples Included?	✓			Included with Co-use agreement (cost per copy)
Toner Included?	✓			" "
Installation and Training Included?	✓			
Technical/Repair Services? (Indicate Response Time in "Comments")	✓			Call back within an hour Response time within 4 hours
Total of Options	✓			
Cost per Copy - B/W		✓	0.0055	0.0055 per copy
Cost per Copy - Color		✓	0.042	0.042 per copy
Company Name	Konica Minolta Business Solutions			
Representative Name	Jared Cook			
Representative Contact Number(s)	251-445-6122			
Date Quote Submitted	5/24/18			

Copies Included Package (if available)

Cost Per Month:	$0
B/W Copies Included:	0
Color Copies Included	0

Cost Per Copy - Overage B/W Copies	$0.0055
Cost Per Copy - Overage Color Copies	$0.042

RJ Young Company - Nashville
P.O. Box 40623 Nashville, TN 37204
(615)255-8551
(800)347-1955

Order # FWEK00

Cost Per Copy Agreement

Customer Purchase Order

Sales Rep #

Billing Location	*Install Location*
Full Customer Name – Include Inc., Corp., LLC etc. Escambia County Neighborhood and Human Services	Customer Name Escambia County Neighborhood and Human Services
	Department: — County: —
Street Address 3100 W Desoto	Street Address 3100 W Desoto
City: Pensacola — State: FL — Zip+4: 32505	City: Pensacola — State: FL — Zip+4: 32505
Contact Name: Valerie Jones — Phone # — Fax #	Meter Contact: Valerie Jones — Phone # — Fax #
Email vcjones@myescambia.com	Email vcjones@myescambia.com

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	ricoh		Ricoh MP C4504			
1	ricoh		Internal Finisher SR3130			
1	ricoh		Punch Unit PU3050 NA			
1	ricoh		Fax Option Type M20			
1	ricoh		Paper Feed Unit PB3150			
Trade-In/Buyout (Items to be picked up)					Total This Page	
					Total From Add'l Equipment List	
					Sales Tax	
				Tax Exempt ■ Yes □ No (Attach Exemption Certificate)	Total	

1) The equipment specified above will be provided at the following rates:

Commencement Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency
	48		$120.64	Monthly	Monthly

Monthly Minimum Number of B&W Copies	Overage Rate per B&W Copy	Monthly Minimum Number of Color Copies	Overage Rate per Color Copy
	0.004900		0.045000
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2

Agreement Includes

■ Yes	□ No	Master Unit
■ Yes	□ No	Color Supplies
■ Yes	□ No	Drum/Photo Conductor
□ Yes	■ No	Imaging Units
■ Yes	□ No	Parts/Labor
■ Yes	□ No	Toner/Dispersant
■ Yes	□ No	Developer
□ Yes	■ No	Other

■ New Account ■ New Equipment
□ Upgrade □ Remanufactured
□ Additional Unit Equipment
□ MAM □ Used

□ Yes ■ No MICR Toner

Remarks:

Additional terms and conditions on page 2.

Signature: _____

Print Name: Jack R. Brown

Title: County Administrator Date: _____

Sales Rep: _____ Date: _____

Sales Manager: _____ Date: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 6/19/18

BCC Approved 06-21-2018

RJ Young Company - Nashville
P.O. Box 40623 Nashville, TN 37204
(615)255-8551
(800)347-1955

Order # FZII00

Cost Per Copy Agreement

Customer Purchase Order

Sales Rep #

Billing Location	*Install Location*
Full Customer Name – Include Inc., Corp., LLC etc. Escambia County Neighborhood and Human Services	Customer Name Escambia County Neighborhood and Human Services
	Department County: Escambia
Street Address 221 Palafox Pl. (Old County Courthouse)	Street Address 3100 W Desoto
City: Pensacola; State: FL; Zip+4: 32505	City: Pensacola; State: FL; Zip+4: 32505
Contact Name: Tonya Gant; Phone #: 850-595-3123; Fax #	Meter Contact: Valerie Jones; Phone #; Fax #
Email trgant@myescambia.com	Email vcjones@myescambia.com

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh	AAA14012	Ricoh MPC4504EX	C738M540325		
1	Ricoh		Internal Finisher SR3130	E568Q363101		
1	Ricoh		Fax Option Type M19			
1	Ricoh		Paper Feed Unit PB3150	E627Q310788		

Trade-In/Buyout (Items to be picked up)	Total This Page	
	Total From Add'l Equipment List	
	Sales Tax	
Tax Exempt ■ Yes □ No (Attach Exemption Certificate)	Total	

1) The equipment specified above will be provided at the following rates:

Commencement Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency
	48		$112.96	Monthly	Monthly

Monthly Minimum Number of B&W Copies	Overage Rate per B&W Copy	Monthly Minimum Number of Color Copies	Overage Rate per Color Copy
0	0.004900	0	0.045000
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2

Agreement Includes

□ Yes	■ No	Master Unit
■ Yes	□ No	Color Supplies
■ Yes	□ No	Drum/Photo Conductor
■ Yes	□ No	Imaging Units
■ Yes	□ No	Parts/Labor
■ Yes	□ No	Toner/Dispersant
■ Yes	□ No	Developer
■ Yes	□ No	Other STAPLES

□ New Account □ New Equipment
□ Upgrade □ Remanufactured Equipment
□ Additional Unit
□ MAM □ Used

□ Yes ■ No MICR Toner

Remarks:
this contract supersedes contract FWEK00 to reflect a reduce price and the contract FWEK00 will be charged back

Additional terms and conditions on page 2.

Signature: _____
Print Name: Jack R. Brown
Title: County Administrator Date: _____

Sales Rep: _____ Date: _____

Sales Manager: _____ Date: _____

WITNESS: _____

WITNESS: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/10/18

COST PER COPY AGREEMENT TERMS AND CONDITIONS

This is a non-cancelable agreement

Order # FZII00

2. RENTAL AGREEMENT. You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date listed in the Cost Per Copy Agreement (CPC). You agree to pay us any required Security Deposit when you sign this Agreement. Your CPC Payment consists of the Periodic Equipment Payment and the Periodic Supply Maintenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. The Minimum Monthly Payment is due whether or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invoiced by us following the end of each Billing Period. If in any period you make fewer copies than the Periodic Copy Requirement, you cannot carry over that amount to any other period. We have the right to increase, without written notice, the Periodic Supply Maintenance Payment and the Excess Charge per Copy on an annual basis. You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. YOU AGREE THAT WE MAY ESTIMATE THE NUMBER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES, AN ADJUSTMENT WILL BE MADE. NOTHWITHSTANDING ANY ADJUSTMENT, YOU WILL NEVER PAY LESS THAN THE PERIODIC CPC PAYMENT. Single copy charges apply up to 8.5" x 14". For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at $.0025 per scan. You will make all payments required under this Agreement to us at the address we may specify in writing. Unless a proper exemption certificate is provided applicable sales and use taxes will be added to the Payment. If any Payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or $15.00 whichever is greater (or such lesser rate as is the maximum rate allowed under applicable law). You also agree to pay $35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

3. CONNECTION TO COMPUTERS/NETWORKS. RJY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listed in this agreement. Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RJY performs the Installation/Connection, the customer agrees that RJY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional basic configurations are covered at no charge for the first 90 days under the condition that the customer has made no changes to their network during that period. Installations requiring extensive configuration will be quoted separately and performed upon request. After the initial 90 day period, any network connectivity support requested by the customer will be billed at RJY's then current charge rate for connectivity support. RJY will not be held liable for any errors, property damage, loss of time or profit, consequential or incidental damages of any kind arising as result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website.

4. TITLE; RECORDING. We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances.

5. USE. You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.

6. INDEMNIFICATION. You are responsible for any loses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the installation, ownership, maintenance, use, rental, possession, or delivery of the Equipment. You agree to reimburse us for and, if we request, to defend us against any Claims.

7. ASSIGNMENT. You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

8. LOSS OR DAMAGE. You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amount equal to the net present value of all unpaid CPC Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded annually, plus all other amounts due or that may become due under this Agreement. If you have satisfied your obligations under this Section 9, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.

9. TAXES AND FEES. You agree to show the Equipment as "Leased Property" on all personal property tax returns. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or government authority.

10. EQUIPMENT LOCATION; RETURN. You will keep and use the Equipment only at the Equipment Location shown in this Agreement. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the operation of the Equipment. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except ordinary wear and tear. We will pick up the Equipment provided that the Equipment is in our servicing territory. If the Equipment is outside our servicing territory, you will crate, insure, and ship the Equipment, in good working condition, to us by means we designate, with all expenses to be prepaid by you. You will be responsible for any damage to the Equipment during shipping.

11. RENEWAL. Unless you give us at least 30 days written notice before the end of the initial term or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the annual adjustment provided in Section 2 above). We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

12. YOUR REPRESENTATIONS. You state for our benefit that as of the date of this Agreement; (a) you have the lawful power and authority to enter into this Agreement; (b) the individuals signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.

13. YOUR PROMISES. In addition to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.

14. DEFAULT. You will be in default under this Agreement if any of the following events occur: (a) you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger of consolidation; (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

15. REMEDIES. In the event you default under this Agreement, as defined above, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under law:(a) cancel this Agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts AND ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, plus the "residual value" of the Equipment as determined by us in our sole but reasonable judgment, plus all other fees, charges or amount that are then due, plus all of our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession. In this event, you agree that, after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or otherwise remarket the Equipment without notice to you. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law.

16. NOTICES. All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address by giving notice to the other of the change.

17. MISCELLANEOUS. This Agreement contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Office. Any change in the terms and conditions of this Agreement must be in writing and signed by one of our Officers. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.

18. JURISDICTION. You and any Guarantor agree that this Agreement will be deemed fully executed and performed in the State of Tennessee and will be governed by Tennessee law. YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF TENNESSEE; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN TENNESSEE; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.

19. INTERPRETATION. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

20. Customer will be enrolled in the RJ Young online customer portal (ePASS). This online portal allows authorized users designated by customer to order supplies, place service calls, pay invoices, view bills and view account information online.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14732 **County Administrator's Report 10. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018

Issue: Recommendation Concerning a Change Order to Purchase Order 161571, Texas A&M, for Fish Tissue Analysis for the Ex-Oriskany Artificial Reef Site

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Purchase Order 161571, Texas A&M University, for Fish Tissue Analysis for the Ex-Oriskany Artificial Reef Site - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the County Administrator to execute the following Change Order Number 1 to Purchase Order 161571, Texas A&M University Office of Sponsored Research Services, for fish tissue analysis and reporting for the Ex-Oriskany Artificial Reef Site:

Department:	Natural Resources Management
Division:	Marine Resources
Type:	Addition
Amount:	$9,750
Vendor:	Texas A&M University Office of Sponsored Research Services
Purchase Order:	161571
Change Order:	1
Original Purchase Order Amount:	$45,000
Cumulative Amount of Change Orders Through This Change Order:	$9,750
New Purchase Order Total:	$54,750

[Funding Source: Fund 110, Other Grants and Projects Fund, Cost Center 220338, Oriskany PCB Monitoring]

BACKGROUND:

On January 21, 2016, the Escambia County Board of County Commissioners approved the Grant Agreement for the Ex-Oriskany PCB Artificial Reef Monitoring Project No. 15104, between the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC) and Escambia County in the amount of $45,000 with a Grant expiration date of December 31, 2017. Subsequently, Purchase Order 161571 was opened for $45,000 to the Texas A&M Office of Sponsored Research Services for fish tissue analysis and reporting of 209 individual PCB congeners as required by FWC under the grant scope of work.

On January 19, 2017, the BCC approved Amendment No. 15104-1 with FWC which increased the funding from $45,000 up to $90,000 and extended the grant expiration date from December 31,2017 to December 31, 2018. Subsequently, on January 18, 2018, the BCC approved Amendment No. 15104-2 with FWC which increased the funding from $90,000 up to $105,750 and extended the grant expiration date from December 31, 2018 to December 31, 2019.

Change Order No. 1 to Purchase Order 161571 in the amount of $9,750 is needed to pay for additional fish tissue analysis of samples in fiscal year 2018.

BUDGETARY IMPACT:

Funding Source: Fund 110, Other Grants and Projects Fund, Cost Center 220338, Oriskany PCB Monitoring

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, a change order request will be submitted to the Office of Purchasing for processing.

Attachments

BCC Action-Grant Amendments
Texas A&M PO 161571

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-28. Approval of Various Consent Agenda Items – Continued

15. Taking the following action concerning the Grant Agreement for the Ex-Oriskany PCB Artificial Reef Monitoring Project between the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC), and Escambia County (Funding Source: Fund 110, Other Grants and Projects Fund, Cost Center 220338, Oriskany PCB Monitoring; no matching funds are required):

A. Approving the Grant Agreement, FWC Agreement No. 15104, between FWC and Escambia County, for the Ex-Oriskany PCB Artificial Reef Monitoring Project, in the amount not to exceed $45,000, from the date of execution through December 31, 2017; and

B. Authorizing the Chairman to sign the Agreement and any subsequent documents related to acceptance, execution, reporting, no-cost time extensions, and amendments to this Agreement, subject to Legal review and approval, without further action of the Board.

The County Attorney's Office has requested that the Board be made aware of the following language:

*Paragraph 34, SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE (Page 15 of 18), last sentence, "Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues."

*Paragraph 36, JURY TRIAL WAIVER (Page 15 of 18), "As part of the consideration of this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of quantum meruit."

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-21. Approval of Various Consent Agenda Items – Continued

19. Adopting the Resolution *(R2017-14)* approving Supplemental Budget Amendment #49, Local Option Sales Tax III Fund (352), in the amount of $48,488,632, to recognize the proceeds of Project Worksheet 1006 from the Federal Emergency Management Agency and the State of Florida, and to appropriate these funds for the construction of the jail project.

20. Accepting the proposal from Bill Salter Advertising, Inc., dated January 13, 2017, for the Outdoor Advertising Sign Site Lease, based on the minimum lease payments and terms of PD 16-17.013, to become effective December 17, 2016, for a term of five years; Bill Salter Advertising, Inc., is the current lease holder; the current lease expired on December 16, 2016; the proposed Lease amounts are as follows (Funding: Fund 001, General Fund, Revenue Account 362003, Rents and Leases):

Years	Required	Per/Month
	Annual	Monthly
Year 1 - 12/2016-12/2017	$3,000	$250
Year 2 - 12/2017-12/2018	$3,600	$300
Year 3 - 12/2018-12/2019	$4,200	$350
Year 4 - 12/2019-12/2020	$4,800	$400
Year 5 - 12/2020-12/2021	$5,400	$450

21. Approving, and authorizing the Chairman to sign, the Grant Agreement FWC-15104-A1 (Amendment #1), with the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC), for the Ex-Oriskany PCB Artificial Reef Monitoring Project, which will increase the Grant amount from $45,000 up to $90,000; increase the number of samples to be analyzed from 60 up to 120 fish; and extend the expiration date from December 31, 2017, to December 31, 2018 (Funding Source: Fund 110, Other Grants and Projects Fund, Cost Center 220338, Oriskany PCB Monitoring; no matching funds are required).

FWC Agreement No. 15104-A1

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
AMENDMENT NO. 1 TO AGREEMENT

This Amendment to Agreement No. 15104, referred to as the Original Agreement, is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and the Escambia County Board of County Commissioners, FEID # 59-6000598, whose address is 221 Palafox Place, Pensacola, FL 32502, hereinafter "Grantee", collectively, "Parties".

In consideration of the mutual benefits set forth herein and in the Original Agreement, the parties agree to amend the Original Agreement as follows, which amendments shall govern to the exclusion of any provision of the Original Agreement to the contrary:

1. All references in the Original Agreement and Attachment A to the Agreement expiration date of December 31, 2017 are hereby changed to December 31, 2018.

2. All references in the Original Agreement and Attachment A to the anticipated number of reef fish PCB samples to be analyzed are hereby changed from 60 to 120 fish.

3. Section #4 of the Original Agreement, Paragraph A, is hereby amended to increase the compensation amount from $45,000 to $90,000.

4. Attachment A, page 9, Item 5(A) is hereby amended to increase the number of individual reef fish PCB samples analyzed from 60 to 120 fish and increase the maximum compensation from $45,000 to $90,000.

5. Attachment C, page 5, is hereby amended to increase the amount of state resources awarded (CSFA 77-007) from $45,000 to $90,000.

All provisions of the ORIGINAL AGREEMENT not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed through their duly authorized signatories on the day and year last written below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Name: D. B. Underhill, Chairman

Title:

Date: 1/19/2017

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Name: DAN ELLINOR

Title: Section Leader

Date: 1-30-17

PAM CHILDERS
ATTEST: Clerk of the Circuit Court
Deputy Clerk

Approved as to form and legality by FWC Attorney:

Approved as to form and legal sufficiency.
By/Title:
Date: 1/27/17

BCC Approved 01-19-2017

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

~~1-8. Approval of Various Consent Agenda Items – Continued~~

3. Approving, and authorizing the Chairman to sign, FWC Agreement No. 15104-A2 (Amendment No. 2) with the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC), relating to the Ex-Oriskany PCB Artificial Reef Monitoring Project, which will extend the agreement expiration date from December 31, 2018, to December 31, 2019; increase the number of individual reef fish PCB samples analyzed from 120 to 141 fish; and increase the maximum compensation from $90,000 up to $105,750 (Funding source: Fund 110, Other Grants and Projects Fund, Cost Center 220338, Oriskany PCB Monitoring; no matching funds are required).

4. Taking the following action concerning the Agreement for Professional Staff Services for Small Quantity Generator Program (SQG) by and between the West Florida Regional Planning Council and Escambia County, Florida (Funding: Fund 401, Solid Waste Fund, Cost Center 230306, Object Code 53101):

   A. Approving the Agreement for Professional Staff Services for Small Quantity Generator Program (SQG); and

   B. Authorizing the Chairman to sign the Agreement.

5. Approving, and authorizing the County Administrator to issue, a Purchase Order in the amount of $300,000 to DRMP, Inc., on Contract PD 13-14.080, for the Signalization Continuing Services Consultant Contract, to fund the **fifth** year (July 1, 2017, to June 30, 2018) of the Joint Project Agreement with the Florida Department of Transportation (FDOT) (Funding source: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53101).

6. Approving the issuance of a Purchase Order, for a not-to exceed amount of $139,375, to Transportation Control Systems to purchase controllers via the State Approved Product List (APL) for signal upgrades (Funding: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #17EN3988; the Joint Project Agreement (JPA) established that Escambia County will be reimbursed up to $140,000 for the purchase of the controllers).

7. Approving, and authorizing the Chairman to sign, the 2017 Department of Environmental Protection Voluntary Cleanup Tax Credit Application and Affidavit for County-owned property at 603 West Romana Street (Funding source: In the event of monetary gain, funds will be deposited in Fund 129, CDBG HUD Entitlement, Brownfields).

Escambia County
Clerk's Original

1-18-2018 CAR II-3

FWC Agreement No. 15104-A2

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
AMENDMENT NO. 2 TO AGREEMENT

Date: 1-19-2018 Verified By: D. Allen

This Amendment to Agreement No. 15104, referred to as the Original Agreement, is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and the Escambia County Board of County Commissioners, FEID # 59-6000598, whose address is 221 Palafox Place, Pensacola, FL 32502, hereinafter "Grantee", collectively, "Parties".

In consideration of the mutual benefits set forth herein and in the Original Agreement, the parties agree to amend the Original Agreement as follows, which amendments shall govern to the exclusion of any provision of the Original Agreement to the contrary:

1. All references in the Original Agreement and Attachment A to the Agreement expiration date of December 31, 2018 are hereby changed to December 31, 2019.

2. All references in the Original Agreement and Attachment A to the anticipated number of reef fish PCB samples to be analyzed are hereby changed from 120 to 141 fish.

3. Section #4 of the Original Agreement, Paragraph A, Compensation, is hereby amended to increase the compensation amount from $90,000 to $105,750.

4. Attachment A, page 9, Item 5(A) is hereby amended to increase the number of individual reef fish PCB samples analyzed from 120 to 141 fish and increase the maximum compensation from $90,000 to $105,750.

5. Attachment C, page 5, is hereby amended to increase the amount of state resources awarded (CSFA 77-007) from $90,000 to $105,750.

All provisions of the ORIGINAL AGREEMENT not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed through their duly authorized signatories on the day and year last written below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Name: Jeff Bergosh, Chairman

Title: _____

Date: January 18, 2018

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Name: DAN ELLINOR

Title: Section Leader

Date: 1-26-18

ATTEST: PAM CHILDERS
Clerk of the Circuit Court
Jessica Whittle
Deputy Clerk

SEAL

Approved as to form and legality by FWC Attorney:
Bridget K. McDonnell

Approved as to form and legal sufficiency.
By/Title:
Date: 1/31/18

BCC Approved 01-18-2018

PURCHASE ORDER NO. 161571

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
200975 FAX: 979-862-3250
TEXAS A&M UNIVERSITY
OFFICE OF SPONSORED RESEARCH SRVCS
400 HARVEY MITCHELL PKWY S, STE 300
COLLEGE STATION TX 77845-4375

SHIP TO
COMMUNITY & ENVIRONMENT DEPT.
221 PALAFOX PLACE
PENSACOLA FL 32502
ATTN: SUSAN HOLT 850-595-4579

ORDER DATE: 09/20/16	BUYER: LESTER BOYD	REQ. NO.: 16001797	REQ. DATE: 09/21/16
TERMS: NET 30 DAYS	F.O.B.:	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			PER FWC AGREEMENT #15104 APPROVED BY BCC 1-21-2016		
01	1.00	LOT	LABORATORY SERVICES FOR ANALYSIS OF FISH TISSUE SAMPLES FROM ORISKANY REEF SITE. 209 PCB BY HR/HRMS EPA METHOD 1668. ESC CNTY CODE OF ORDINANCES CHAP. 46-44 APP	45000.0000	45,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	220338	53101	45,000.00	

PAGE TOTAL $	45,000.00
TOTAL $	45,000.00

APPROVED BY Claudia Simmons

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

Attachment A – SCOPE OF WORK

Project Name:	Ex-Oriskany PCB Artificial Reef Monitoring Project	FWC Contract No.	15104

1. DESCRIPTION OF GOODS / SERVICES PROCURED, OR PROJECT WORKPLAN

A. DESCRIPTION OF GOOD/SERVICES. The objective of this activity is to conduct post-deployment tissue sampling of recreationally targeted legal size reef fish for polychlorinated biphenyls (PCBs) associated with the former Navy decommissioned aircraft carrier the *Ex-Oriskany* (CVA-34) (Oriskany Reef) sunk May 17, 2006 as an artificial reef in federal waters off Escambia County, Florida

B. BACKGROUND. The Oriskany Reef is located in the Gulf of Mexico, in 212 feet of water approximately 22.3 nautical miles from Pensacola Pass on a heading of 138 degrees. The Oriskany Reef rests upright on the sand seafloor, bow facing south, in a north-south orientation in the southeast quadrant of the 77 square nautical mile Escambia East Large Area Artificial Reef Site (LAARS) The Oriskany Reef coordinates are: 30° 02.533' N. Latitude; 87° 00.397' West Longitude. Sampling methodologies and analysis will be in compliance with the conditions of the February 16, 2006 EPA Region IV Risk based Disposal Permit as amended July 16, 2007, and the **COMMISSION**'s Oriskany Reef monitoring plan (Revision 4, June 25, 2007).

A fixed-price payment is established herein for PCB analysis of up to 60 reef fish collected from the Oriskany Reef and if needed, from one or more control sites. For each reef fish sample, there shall occur the analysis and reporting of total PCB concentrations (picograms/gram wet weight in reef fish skin-on lateral muscle fillet, percent lipids, concentrations of 209 individual PCB congeners, and ten PCB homolog concentrations) at a price not to exceed $750 per individual fish sample (up to $45,000 for analysis of 60 fish). A laboratory generated report of the analysis results of each batch of fish from a given sampling effort shipped to the analytical lab shall be provided by the lab both as a .pdf file and Excel spread sheet at no additional cost. The **GRANTEE** shall deliver laboratory report results electronically to the **COMMISSION**'s Contract Manager within five working days after the receipt of the reports from the analytical laboratory. The **GRANTEE** shall also provide a field report documenting in detail fish sampling activities undertaken during each fish sampling event. The field reports shall summarize all field, administrative, and sample storage and shipping activities related to completion of each sampling event. At a minimum, each field report shall include a description of the weather and sea conditions, sampling duration, methods, sampling vessel, names of all individuals participating in the sampling event, representative photos, and a listing of the fish species, length, and sample number retained for analysis. Payment under this Agreement may be made to the **GRANTEE** in the form of one partial and one final payment.

The reef monitoring to be funded consists of the following elements: Sampling methodologies and analysis will be in compliance with the conditions of the EPA Region IV ex-Oriskany PCB Risk based Disposal Permit as amended, the COMMISSION's Oriskany Monitoring Plan and any additional direction provided by the EPA, the Florida Department of

Susan R. Holt

From: Robert K Turpin
Sent: Wednesday, August 31, 2016 2:52 PM
To: Wade Terry L
Cc: Keith Mille; Susan R. Holt
Subject: RE: Samples an cost

Thanks Terry!

-----Original Message-----
From: Wade Terry L [mailto:t-wade@geos.tamu.edu]
Sent: Wednesday, August 31, 2016 2:35 PM
To: Robert K Turpin
Subject: Samples an cost

Robert:

I got 4 samples yesterday. The cost is still $750 each. Will we be getting more.

Terry

Dr. Terry L. Wade, Deputy Director and Research Professor Geochemical and Environmental Research Group Texas A&M University
833 Graham Road
College Station , Texas 77845
e-mail : terry@gerg.tamu.edu
979-862-2325 Cell 979-571-2279
web: http://gerg.tamu.edu
http://scholar.google.com/citations?view_op=list_works&hl=en&user=_aHx&user=_aHxjX8AAAAJ

Susan R. Holt

Subject: FW: New Report

The grant relationship with Florida FWC for Oriskany Monitoring in now in the 11th year.
**FWC as grantor prefers analysis continue to be performed at Texas A&M to maintain historical data and method of processing

From: Robert K Turpin
Sent: Tuesday, August 30, 2016 8:59 AM
To: Wade Terry L; Keith Mille
Cc: Susan R. Holt; Robert K Turpin
Subject: RE: New Report

Dr Wade, I don't think I received a price confirmation of the $750 for PCB analysis.

Please let me know so we can issue a new PO.

Thanks,
Robert

From: Wade Terry L [mailto:t-wade@geos.tamu.edu]
Sent: Thursday, August 04, 2016 7:27 PM
To: Robert K Turpin; Keith Mille
Subject: Re: New Report

Here is the excel file. Sorry I did not send it before. When would you expect to send additional samples?

Terry

Dr. Terry L. Wade, Deputy Director and Research Professor
Geochemical and Environmental Research Group
Texas A&M University
833 Graham Road
College Station , Texas 77845
e-mail : terry@gerg.tamu.edu
979-862-2325 Cell 979-571-2279
web: http://gerg.tamu.edu
http://scholar.google.com/citations?view_op=list_works&hl=en&user=_aHx&user=_aHxjX8AAAAJ

From: Robert K Turpin <RKTURPIN@co.escambia.fl.us>
Sent: Monday, August 1, 2016 1:41 PM
To: Robert K Turpin; Wade Terry L; Keith Mille; Wade Terry L
Subject: RE: New Report

Terry, can you please send the data in the Excel file version?

Also, please confirm the $750 price for analyses.

Thanks,
Robert

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14626 **County Administrator's Report 10. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018

Issue: SBA # 184 - Sherriff's Off-Duty Officer Reimbursement, Auto Repairs, & Misc. Fees
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #184 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #184, General Fund (001), in the amount of $24,515, to recognize the Sheriff's off-duty officer, auto repairs, public records requests, and miscellaneous reimbursements/fees and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

BACKGROUND:

The Sheriff's Department has received off-duty officer, auto repairs, public records requests and miscellaneous reimbursements/fees associated with providing law enforcement and services in Escambia County. An appropriation of $24,515 will be placed back into the Sheriff's General Fund Budget to off-set programmatic costs.

BUDGETARY IMPACT:

This amendment will increase Fund 001 (General Fund) by $24,515.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA #184

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2018-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, the Escambia County Sheriff has received reimbursement proceeds from expenses incurred by the Sheriff's Department, including reimbursement for off-duty officer employment expenses, auto repairs, miscellaneous fees, and public records requests. These funds must now be and appropriated back into the Sheriff's operating budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2018:

General Fund	001
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Miscellaneous Sheriff Fees	001	369939	$24,515
Total			**$24,515**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Operating Expenses	001/540101	59703	$24,515
Total			**$24,515**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman

Adopted

Stephan Hall Digitally signed by Stephan Hall DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US Date: 2018.08.08 08:24:28 -05'00'

OMB Approved

Supplemental Budget Amendment
#184

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14653 **County Administrator's Report 10. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018

Issue: Supplemental Budget Amendment #191- Reversing the Misdemeanor Probation Fund Transfer to the Generel Fund
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #191 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #191, Misdemeanor Probation Fund (114), and General Fund (001), to recognize a reduction in the Misdemeanor Probation Fund transfer to the General Fund in the amount of $576,782, and to appropriate these funds to increase the amount of cash in the Misdemeanor Probation Fund to maintain continuity of operations within that fund.

BACKGROUND:

The Misdemeanor Probation Fund (114) has run low on cash and requires an emendment to increase the cash in that fund to maintain continuity of operations.The Fund 114 transfer to Fund 001 is 576,782 for FY2017/18, this transfer is being reversed to increase the cash in the short-term until revenues increase to cover the cash shortage.

BUDGETARY IMPACT:

This amendment will decrease Fund 001 and increase Fund 114 by $576,782.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be aproved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#191

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2018-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, The Escambia County Misdemeanor Probation Fund requires additional cash in the Fund, reversing the General Fund transfer will resolve the short term cash flow issues, and these funds need to be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2018:

Fund Name	Fund Number
Misdemeanor Probation Fund	114
General Fund	1

Revenue Title	Fund Number	Account Code	Amount
Transfer from 114	1	381114	($576,782)
Total			**($576,782)**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Transfers to F-001	114/290305	59101	($576,782)
Reserves	114/290301	59801	$576,782
Reserves for Operating	001/110201	59805	($576,782)
Total			**($576,782)**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2018.08.10 10:03:59 -05'00'

OMB Approved

Supplemental Budget Amendment # 191

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14660 **County Administrator's Report 10. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018
Issue: Budget Amendment # 192 - Wellness Incentive Program
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #192 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve Budget Amendment #192, Internal Services Fund (501), in the amount of $5,869, reallocating budgeted funds to the appropriate expense accounts to pay employees who are eligible for the County's Health Insurance, a taxable $50 or $25 reward for participating in the Wellness Incentive Program. The Supervisor of Elections, Santa Rosa Island Authority, Clerk of Courts, Property Appraiser, Tax Collector, and Health Facilities Authority are eligible to participate in the program. These funds need to be appropriated to the correct expenditure accounts in the Fiscal Year 2017/2018 Budget to be used for the Wellness Incentive Program.

BACKGROUND:

The BCC approved a wellness incentive program on April 7, 2016 for employees who are eligible for the County's Health Insurance which includes employees of the appointing authorities. the County authorized employees who participated in both the onsite screening and the completion of the personal health assessment (PHA) a taxable $50 cash reward to be paid through the payroll process. Participants who only completed either the health screening or the online PHA will receive a taxable $25 cash reward. The purpose of the program helps make employees aware of their health status and work towards healthier alternatives.

BUDGETARY IMPACT:

This amendment will not increase the current budget as funds are available from the Blue Cross/ Blue Shield Wellness initiative.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires transfers within the Internal Services Fund budget must be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BA#192

Board of County Commissioners
Escambia County
Budget Amendment Request

Request Number
 # 192

Approval Authorities	**Date Rec.**	**Date Forward**	**Approved**	**Disapproved**
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From: 501/Internal Services Fund/BCBS Health Grant
Fund/Department

Account Title	**Project**	**Cost Center**	**Account Code**	**Amount**
Transfers		150111	59101	5,869
Total				**$5,869**

Transfer To: 501/Internal Services Fund/BCBS Health Grant
Fund/Department

Account Title	**Project**	**Cost Center**	**Account Code**	**Amount**
Aids to Governmental Agencies (SRIA)		150111	58101	216
Commissions & Fees (Tax Collector)		150111	59705	808
Fees-Clerk of Circuit Court (Clerk Of Courts)		150111	59707	3,553
Personal Services (Property Appraiser)		150111	59702	1,292
Total				**$5,869**

Detailed Justification:
The County authorized employees who participated in both the onsite screening and the completion of the personal health assessment (PHA) a taxable $50 cash reward paid through the payroll process. Participants who only completed either the health screening or the online PHA will receive a taxable $25 cash reward. This budget amendment moves funds for this program. Entities that participated in this program were Tax Collector, Santa Rosa Island Authority, Clerk of Courts, and Property Appraiser.

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2018.08.14 12:06:31 -05'00'

Budget Analyst | **Budget Manager**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14678 **County Administrator's Report 10. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018

Issue: SBA # 197 - Donation by Friends of West Florida Public Libraries for Youth and STEAM Activities
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #197 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #197 Library Fund (113), in the amount of $25,000, to recognize a donation from the Friends of the West Florida Public Libraries for the West Florida Public Library, and to appropriate these funds for Youth and STEAM activities by the Library System. These funds will be accounted for separately from other library funding.

BACKGROUND:

The Friends of West Florida Libraries have donated $25,000 to be used by the West Florida Public Library for Youth and STEAM activities.

BUDGETARY IMPACT:

This admendment will increase Fund 113 (Library Fund) by $25,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA # 197

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2018-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, Escambia County has received a donation from Friends of West Florida Public Libraries for Youth and STEAM activities and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2018:

Library Fund	113
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
Friends of Libraries Donation	113	366218	25,000
Total			**25,000**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Supplies	113 / 110509	55201	25,000
Total			**25,000**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Jeff Bergosh, Chairman

Adopted

Stephan Hall Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2018.08.24 14:46:57 -05'00'

OMB Approved

Supplemental Budget Amendment #197

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14673 **County Administrator's Report 10. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018

Issue: Reduction of the Minimum Bid Required for Sale of Surplus Real Property Located at 6203 Montgomery Avenue
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reduction of the Minimum Bid Required for Sale of Surplus Real Property Located at 6203 Montgomery Avenue - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning reduction of the minimum bid required for sale of surplus real property located at 6203 Montgomery Avenue, due to the Property Appraiser's reassessed value:

A. Authorize the sale of surplus real property located at 6203 Montgomery Avenue, located in District 1, Account Number: 04-1298-000, Reference Number: 42-1S-30-2202-005-004, to the bidder with the highest offer received at or above the reassessed minimum bid of $15,000, in accordance with Section 46.134, of the Escambia County Code of Ordinances, without further action of the Board; and

B. Authorize the Chairman to sign all documents related to the sale.

BACKGROUND:

This property escheated to the County on May 6, 2016. The Board voted at its meeting on August 4, 2016, that upon the determination that the County does not need the property, the property would be declared surplus and could be sold (once the sales moratorium was lifted by the Board), to the bidder with the highest offer received at or above the minimum bid, to be set at the current assessed value by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances. The Property Appraiser has now reassessed and reduced their value to $15,000, because the house will require a substantial amount of repair. It has been determined that the County has no need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be drafted or approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Section 46.134.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Property Information - 6203 Montgomery Avenue

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List | Amendment 1/Portability Calculations

Back

Navigate Mode • Account ○ Reference

Printer Friendly Version

General Information

Reference:	421S302202005004
Account:	041298000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	6203 MONTGOMERY AVE 32526
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	*Cap Val*
2018	$15,000	$0	$15,000	$15,000
2017	$15,000	$45,109	$60,109	$60,109
2016	$15,000	$43,685	$58,685	$54,666

Disclaimer

Amendment 1/Portability Calculations

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/27/2016	7564	959	$100	TD	View Instr
05/06/2016	7521	19	$100	TD	View Instr
04/1999	4392	809	$30,000	QC	View Instr
08/1987	2454	475	$20,000	CJ	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2018 Certified Roll Exemptions

COUNTY OWNED

Legal Description

LT 5 BLK D S/D OF BLK D WEST PENSACOLA HTS PB 4 P 84 OR 7521 P 19 OR 7564 P 959

Extra Features

None

Parcel Information

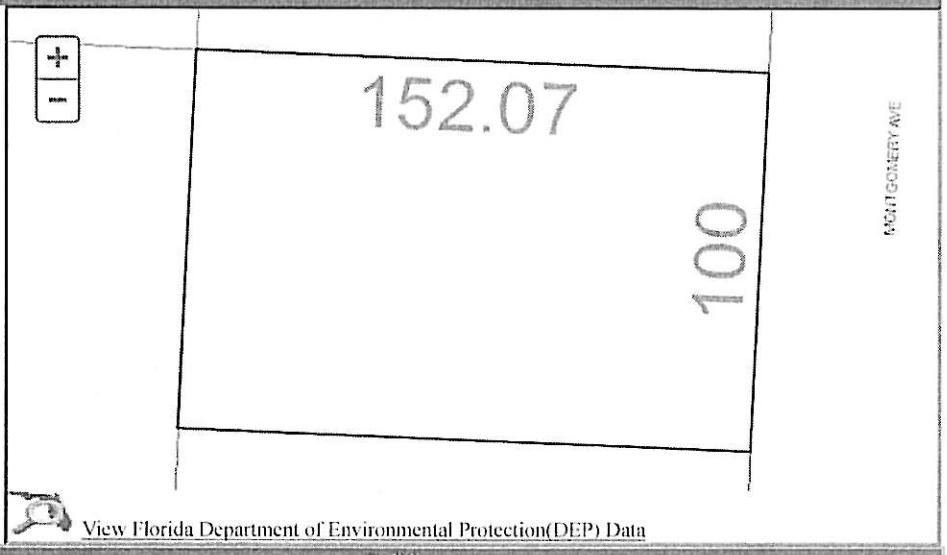
Launch Interactive Map

Section Map Id:
42-1S-30-2

Approx. Acreage:
0.3491

Zoned:
MDR

Evacuation & Flood Information
Open Report



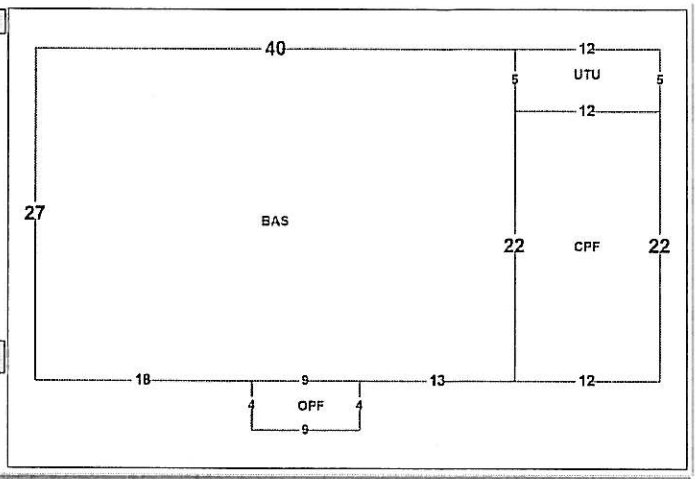
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:6203 MONTGOMERY AVE, Year Built: 1961, Effective Year: 1961

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-COMMON*
FLOOR COVER-*HARDWOOD/PARQET*
FOUNDATION-*WOOD/SUB FLOOR*
HEAT/AIR-*WALL/FLOOR FURN*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*3*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*GABLE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 1440 Total SF

BASE AREA - *1080*
CARPORT FIN - *264*
OPEN PORCH FIN - *36*
UTILITY UNF - *60*

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:08/16/2018 (tc.2867)

Chris Jones - Escambia County Property Appraiser

Account: 041298000
Refno: 421S302202005004
OName1: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
MailingAddr: 221 PALAFOX PL STE 420+PENSACOLA, FL 32502
Situs: 6203 MONTGOMERY AVE
LastSale: 7/27/2016
LastSalePr: 100
DORCd: SINGLE FAMILY RESID
acreage: 0.3491
BldCnt: 1
TotHeatArea: 1080
SecMapId: 42-1S-30-2
ComplexType: S
ComplexDscr: WEST PENSACOLA HEIGHTS S/D OF BLK "D" PB 4 P 84
Zoned: MDR
MLSNbr:
TaxAuth: COUNTY MSTU
PicCnt: 0
Schools: LONGLEAF|BELLVIEW|PINE FOREST

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-30. Approval of Various Consent Agenda Items – Continued

9. Taking the following action concerning the surplus and sale of real property, located at 6203 Montgomery Avenue, that has escheated to the County (Reference # 42-1S-30-2202-004-004):

   A. Authorizing the County Attorney's Office to take such necessary actions to evict the occupants of this County-owned property, if they are still occupying the premises;

   B. Authorizing staff to determine if the County has a need for this property;

   C. Declaring, upon determination that the County does not need the property, the property to be surplus and authorizing sale of the property (once the Board lifts the sales moratorium), to the bidder with the highest offer received at or above the minimum bid, which will be set at the current assessed value by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

   D. Authorizing the Chairman to sign all documents related to the sale.

10. Taking the following action regarding the AT&T Switched Ethernet Service (ILEC Intrastate) Pricing Schedule between Escambia County and AT&T, to add redundant 911 System Fiber Switches:

   A. Approving the AT&T Switched Ethernet Service (ILEC Intrastate) Pricing Schedule, to add fiber switch redundancy for Escambia County's 911 System, commencing the effective date upon filing with the Clerk of the Circuit Court of Escambia County, Florida, and continue for the term of the existing Master Agreement between AT&T and Escambia County, or until terminated by either party under the original terms; and

   B. Authorizing the Chairman to sign the Agreement.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10706 **County Administrator's Report 13. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/04/2016
Issue: Surplus and Sale of Real Property that Has Escheated to the County
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Property that Has Escheated to the County - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of real property located at 6203 Montgomery Avenue that has escheated to the County; Reference #: 42-1S-30-2202-005-004:

A. Authorize the County Attorney's Office to take such necessary actions to evict the occupants of this County-owned property, if they are still occupying the premises;

B. Authorize staff to determine if the County has a need for this property;

C. Upon determination that the County does not need the property, declare the property to be surplus and authorize sale of the property (once the Board lifts the sales moratorium) to the bidder with the highest offer received at or above the minimum bid, which will be set at the current assessed value by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

D. Authorize the Chairman to sign all documents related to the sale.

BACKGROUND:

This property escheated to the County in May, 2016. The County currently has a moratorium on the sale of surplus property. Upon determination that the County does not have a need for this property, it will be placed on a list of surplus property available for sale, until such time the Board lifts the sales moratorium. The sale of this parcel will be set at the current value assessed by the Property Appraiser.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134

IMPLEMENTATION/COORDINATION:

NA

Attachments

Property Information - 6203 Montgomery Avenue

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List | Amendment 1/Portability Calculations

Back

Navigate Mode • Account ○ Reference

Printer Friendly Version

General Information

Reference:	421S302202005004
Account:	041298000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	6203 MONTGOMERY AVE 32526
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Jeff Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$15,000	$41,311	$56,311	$54,286
2014	$15,000	$38,856	$53,856	$53,856
2013	$19,000	$35,636	$54,636	$54,636

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/06/2016	7521	19	$100	TD	View Instr
04/1999	4392	809	$30,000	QC	View Instr
08/1987	2454	475	$20,000	CJ	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

LT 5 BLK D S/D OF BLK D WEST PENSACOLA HTS PB 4 P 84 OR 7521 P 19

Extra Features

None

Parcel Information

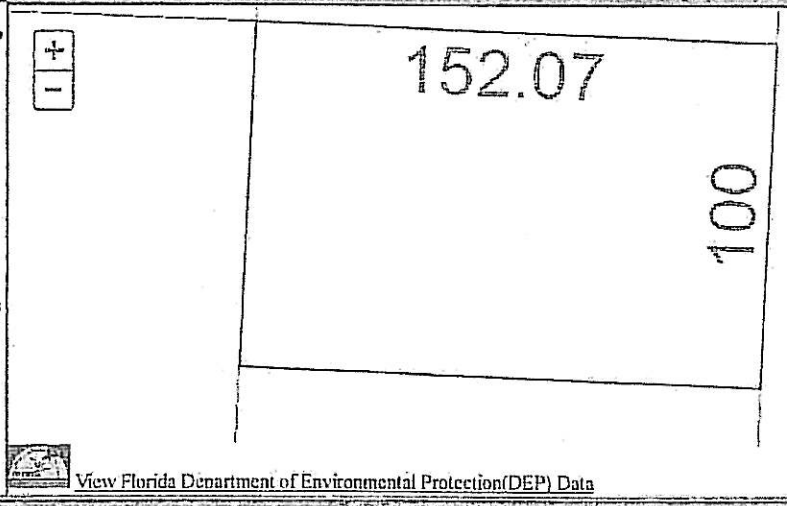
Launch Interactive Map

Section Map Id: 42-1S-30-2

Approx. Acreage: 0.3491

Zoned: MDR

Evacuation & Flood Information Open Report

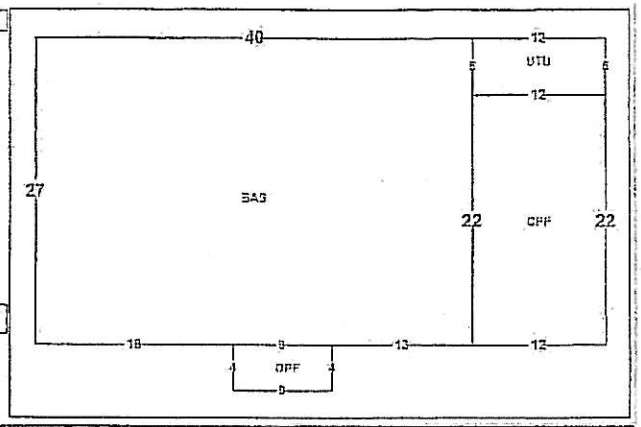


View Florida Department of Environmental Protection(DEP) Data

Buildings

Address: 6203 MONTGOMERY AVE Year Built: Effective Year: Structure

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-COMMON*
FLOOR COVER-*HARDWOOD/PARQET*
FOUNDATION-*WOOD/SUB FLOOR*
HEAT/AIR-*WALL/FLOOR FURN*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*3*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*GABLE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*
Areas - 1440 Total SF
BASE AREA - *1080*
CARPORT FIN - *264*
OPEN PORCH FIN - *36*
UTILITY UNF - *60*



None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016057530 07 27 2016 at 02:56 PM
OFF REC BK: 7521 PG: 959 - 959 Doc Type: CD

FLORIDA DEPARTMENT OF REVENUE

DR-506E
R. 04/16
Rule 12D-16.002
Florida Administrative Code
Eff. 04/16

Tax deed file number 13-166

Parcel ID number 421S302202005004

* CORRECTIVE DEED TO CORRECT PROPERTY ZIP CODE OR 7521 / P 19

ESCHEATMENT TAX DEED

Escambia County, Florida

For official use only

This Tax Deed is issued according to Section 197.502(8), Florida Statutes. Three years have passed since the day the land was offered for public sale and placed on the list of "lands available for taxes" without being purchased (Section 197.502(7), F.S.). The property has escheated to the County free and clear of any and all tax certificates, tax liens or any other liens of record, including governmental liens. These liens are canceled under Section 197.502(8), F.S.

On May 6, 2016, the clerk conveys property located at 6203 MONTGOMERY AVE. PENSACOLA, FL 32526 to ESCAMBIA County through its Board of County Commissioners, with all inherited property, buildings, fixtures and improvements of any kind and description, the following description of property:

LT 5 BLK D S/D OF BLK D WEST PENSACOLA HTS PB 4 P 84 OR 4392 P 809

* LISA K. PALAG / BRIAN L. PALAG

Witnesses: Pam Childers (Seal)
Mylinda Johnson Clerk of Court or County Comptroller
Emily Higg ESCAMBIA County, Florida

ESCAMBIA, County, Florida

On this 27TH day of JULY, 2016, before me personally appeared PAM CHILDERS, Clerk of the Circuit Court or County Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and office seal date aforesaid

Mylinda Johnson

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14676 **County Administrator's Report 10. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018
Issue: Tax Deed Application for Property Valued Less Than $5,000
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Tax Deed Application for Property Valued at Less Than $5,000 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve the filing of an Application for Tax Deed on a parcel of land, with a value of less than $5,000, on which the County currently holds a tax certificate. The Tax Deed Application fee is $725 per parcel. The County must deposit the fees with the Tax Collector, in the amount of $275 per parcel, and with the Clerk of the Circuit Court, in the amount of $450 per parcel. The parcel that is the subject of this recommendation is listed below:

Account #	Reference #	Owner(s)	Property Address	2018 PA Value	District
07-0544-405	34-2S-30-0295-028-003	Roeun Chin & Moeun Chin & Kim Chin	3822 Frontera Circle	$3,000	2

Tax Certificates are sold annually, through an online Tax Certificate sale, for delinquent real estate taxes. If taxes remain unpaid, the certificate holder may file a Tax Deed Application with the Tax Collector's Office two years after the date of delinquency. If not redeemed, the property may be sold at a public auction conducted by the Clerk of the Circuit Court. Florida Statute 197.502(3) provides that the County in which the property described in the certificate is located shall apply for a tax deed on all County-held certificates on property valued at $5,000 or more on the Property Appraiser's most recent assessment roll, and may apply for tax deeds on certificates on property valued at less than $5,000 on the Property Appraiser's most recent assessment roll. The subject property is valued at less than $5,000 on the Property Appraiser's most recent roll.

[Funding Source: Fund 151, CRA Brownsville, Cost Center: 370113]

BACKGROUND:

The County currently holds 4 tax certificates on the parcel referenced above. Florida Statute 197.502(3) provides that the county in which the property described in the certificate is located shall apply for a tax deed on all county-held certificates on property valued at $5,000 or more on the property appraiser's most recent assessment roll, and may apply for tax deeds on certificates on property valued at less than $5,000 on the property appraiser's most recent assessment roll. The Tax Deed Application fees total $725 per parcel (Tax Collector: title search $200 and application fee $75; Clerk of the Circuit Court: clerk's fee $60, sheriff $120, legal advertisement $200, and online auction fee $70).

BUDGETARY IMPACT:

The County currently holds 4 tax certificates on the parcel referenced above. Florida Statute 197.502(3) provides that the county in which the property described in the certificate is located shall apply for a tax deed on all county-held certificates on property valued at $5,000 or more on the property appraiser's most recent assessment roll, and may apply for tax deeds on certificates on property valued at less than $5,000 on the property appraiser's most recent assessment roll. The Tax Deed Application fees total $725 per parcel (Tax Collector: title search $200 and application fee $75; Clerk of the Circuit Court: clerk's fee $60, sheriff $120, legal advertisement $200, and online auction fee $70).

LEGAL CONSIDERATIONS/SIGN-OFF:

This process is in compliance with Florida Statute 197.502(3).

PERSONNEL:

The Community Redevelopment Agency will request checks from the Clerk's Office for payment of the fees.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Notification and payment will be made to the Tax Collector's Office and the Clerk of the Circuit Court.

Attachments

PA Detail Page - 3822 Frontera Circle

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List | Amendment 1/Portability Calculations

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Printer Friendly Version

General Information

Reference:	342S300295028003
Account:	070544405
Owners:	CHIN ROEUN & CHIN MOEUN & CHIN KIM
Mail:	PO BOX 1774 DREXEL, NC 28619-1774
Situs:	3822 FRONTERA CIR 32505
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2018	$3,000	$0	$3,000	$3,000
2017	$3,000	$0	$3,000	$3,000
2016	$3,040	$0	$3,040	$3,040

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/2005	5718	1643	$24,900	WD	View Instr
03/2002	5079	185	$100	QC	View Instr
09/1981	1578	615	$100	WD	View Instr
06/1979	1342	249	$26,800	WD	View Instr

Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller

2018 Certified Roll Exemptions

None

Legal Description

LOT 28 BLK C WHISPERING OAKS PB 8 P 36 OR 5718 P 1643 CA 159

Extra Features

None

Parcel Information

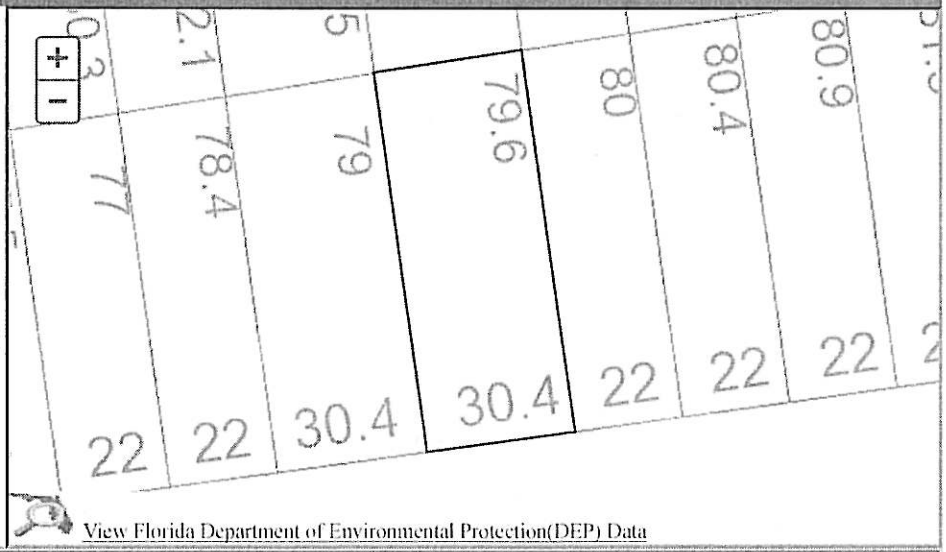
Launch Interactive Map

Section Map Id: CA159

Approx. Acreage: 0.0542

Zoned: MDR

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14670 **County Administrator's Report 10. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018
Issue: Tax Deed Application for Property Valued Less Than $5,000
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Tax Deed Application for Property Valued at Less Than $5,000 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve the filing of an Application for Tax Deed on five parcels with values of less than $5,000, on which the County currently holds tax certificates. The Tax Deed Application fees total $725 per parcel. The County must deposit the fees with the Tax Collector, in the amount of $275 per parcel, and with the Clerk of the Circuit Court, in the amount of $450 per parcel. The parcels are listed in the table below:

	Account #	Reference #	Owner(s)	Property Address	2018 PA Value	District
1	05-2631-233	092S301000110008	Rosa Ortiz	4203 Erress Blvd	$2,000	3
2	05-2200-208	092S300550000054	Jerome Huff	107 Diego Circle	$4,155	3
3	05-2200-148	092S300550000024	Jerome Huff	120 Diego Circle	$2,000	3
4	05-2200-186	092S300550000043	Connie Joyner	139 Diego Circle	$2,000	3
5	05-2200-180	092S300550000040	Clyde Stokes	151 Diego Circle	$2,000	3

Tax Certificates are sold annually, through an online Tax Certificate sale, for delinquent real estate taxes. If taxes remain unpaid, the certificate holder may file a Tax Deed Application with the Tax Collector's Office two years after the date of delinquency. If not redeemed, the property may be sold at a public auction conducted by the Clerk of the Circuit Court. Florida Statute 197.502(3) provides that the County in which the property described in the certificate is located shall apply for a tax deed on all County-held certificates on property valued at $5,000 or more on the Property Appraiser's most recent assessment roll, and may apply for

tax deeds on certificates on property valued at less than $5,000 on the Property Appraiser's most recent assessment roll. Each of the properties that are the subject of this recommendation are valued at less than $5,000 on the Property Appraiser's most recent roll.

[Funding Source: Fund 129, 2014 CDBG, Cost Center: 370221]

BACKGROUND:

The County currently holds a certificate for each of the 5 parcels referenced above. Florida Statute 197.502(3) provides that the county in which the property described in the certificate is located shall apply for a tax deed on all county-held certificates on property valued at $5,000 or more on the property appraiser's most recent assessment roll, and may apply for tax deeds on certificates on property valued at less than $5,000 on the property appraiser's most recent assessment roll. The Tax Deed Application fees total $725 per parcel (Tax Collector: title search $200 and application fee $75; Clerk of the Circuit Court: clerk's fee $60, sheriff $120, legal advertisement $200, and online auction fee $70).

BUDGETARY IMPACT:

The total cost for the 5 tax deed applications is $3,625. Funding is available in: 2014 CDBG Fund 129, Cost Center: 370221.

LEGAL CONSIDERATIONS/SIGN-OFF:

This process is in compliance with Florida Statute 197.502(3).

PERSONNEL:

The Neighborhood Enterprise Division will request checks from the Clerk's Office for payment of the fees.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Notification and payment will be made to the Tax Collector's Office and the Clerk of the Circuit Court.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14674 **County Administrator's Report 10. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018
Issue: Repair/Rebuild of a Caterpillar 725 6x6 Articulated Truck
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Machine Repair/Rebuild of a Caterpillar 725 6x6 Articulated Truck - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Authorize the single-source purchase of a machine repair/rebuild of a County-owned Caterpillar 725 6x6 Articulated Truck (Serial #B1L01090, PN 58883), for the Operations Division of the Escambia County Waste Services Department, in accordance with State of Florida Statute 287-057(3)(c) regarding the exception of single source commodities or contractual services from competitive-solicitation requirements, no responses were received; and

B. Authorize the issuance of a Purchase Order Contract to Thompson Tractor Co., Inc. SS 17-18.001, in the amount of $277,755, for the machine repair/rebuild of a County-owned Caterpillar 725 6x6 Articulated Truck.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230314, Solid Waste Management Operations; Object Code 56401, Machinery & Equipment]

BACKGROUND:

The Caterpillar 725, 6x6 Articulated Dump Truck, PN 58883, has been in operation at the Perdido Landfill for approximately nine years. Current operating hours are in excess of 8,000 hours. This equipment is an all-terrain unit used in Landfill Operations to maintain the facility in compliance with the Landfill's FDEP Operating Permit. It is primarily utilized to transport cover materials to the active landfill site and perform routine site maintenance as required. Machine repair/rebuild will result in the extension of the useful life of this unit a minimum of 5-7 years with a savings of approximately $92,809, versus the cost of purchasing a new machine for approximately $370,564 (per National IPA Contract).

In accordance with State of Florida Statute 287.057(3)(c) regarding the exception of single source commodities or contractual services from competitive-solicitation requirements, specification SS 17-18.001 Machine repair/rebuild of a Caterpillar 725 6x6 Articulated Truck, Serial #B1L01090, PN 58883, was posted on the Escambia County web site beginning August 8, 2018 for a period of seven days. No responses were received.

BUDGETARY IMPACT:

Funding: Fund 401, Solid Waste Fund; Cost Center 230314, Solid Waste Management Operations; Object Code 56401, Machinery & Equipment

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with the recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order and State of Florida Statute 287.057(3)(c).

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Original Solicitation

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles, Manager
Office of Purchasing

SS 17-18.001

Intent to Purchase from Single Source

The Escambia County Waste Services Department is notifying of the intent to purchase the goods or services listed below through Purchase Order or contract from a single source, the only known provider – Thompson Tractor Company. The estimated expenditure is $277,755.00.

Base Description: Machine repair/rebuild of a Caterpillar 725 6x6 Articulated Truck, Serial #B1L01090, PN 58883

Year: Fiscal Year 2017-2018

Information regarding known sources for the goods or services meeting the specifications for SS 16-17.001, should be forwarded to the Office of Purchasing, 213 Palafox Place, Pensacola, Florida 32502 on or before the date posted for notification.

Contact Information: Jeffrey Lovingood, Purchasing Specialist, JDLovingood@myescambia.com

Reference: SS 17-18.001

Posted	**August 08,2018**
Last Day for Notification	**August 15, 2018**
Department Contact	**Patrick Johnson 850-937-2160**

DESCRIPTION OF INTENDED
SINGLE SOURCE PURCHASE

AGENCY: Waste Services Department

TITLE: Machine Repair/Rebuild of Caterpillar 725 6x6 Articulated Dump Truck

CONTACT:
Name: Patrick T. Johnsn
Address: 13009 Beulah Rd.
Telephone: (850) 937-2160
Email: ptjohnson@myescambia.com

Internal tracking number, if any:

Date Posted: **Last Day for receipt of information:**

This description of commodities or contractual services intended for purchase from a single source is posted in accordance with section 287.055(5)(c), Florida Statutes and will remain posted for a period of at least 7 business days.

Commodity or Service Required (commodity class and group, manufacturer, model, and description, as appropriate): i.e., 81112200; Software Maintenance and Support

Machine repair/rebuild of a Caterpillar 725 6x6 Articulated Truck, Serial #B1L01090, PN 58883

Quantity or Term (as appropriate): i.e., July 1, 2015 – June 30, 2016

1 Machine Repair/Rebuild

Requestor (division, bureau, office, individual as appropriate):

Operations Division, Waste Services Department

Performance and/or Design Requirements (intended use, function or application, compatibility, etc. requirements; reference to policy, rule statute or other act of Legislature, etc., as appropriate):

Original Equipment Manufacturer (OEM) parts are necessary for the repair and rebuild of this piece.

Intended source (vendor, contractor)

Thompson Tractor Company

Estimated Dollar Amount:

$277,755

Justification for single source acquisition (what necessary and unique about the product, service or source; steps taken to confirm unavailability of competition as appropriate): ESRI is the sole-source provider of ArcGIS-ArcEditor

Thompson Tractor is the Caterpillar Original Equipment Manufacturer (OEM) dealer for this area
Caterpillar assigns the service area for their dealers; thus, other dealers cannot sell in this area.

Approved By: (names & titles, as appropriate, e.g., requestor, requestor management, information systems, budget, purchasing):

Director:

Patrick T. Johnson

Thompson CAT

Thompson Caterpillar
2670 West Nine Mile Road
Pensacola, FL 32534
850.471.6700

MACHINE REPAIR ESTIMATE

CUSTOMER NAME:	Escambia Co Solid Waste	DATE:	14-Jun-2018
CUSTOMER #:	2681000	MODEL:	725
ADDRESS:		SERIAL #:	B1L01090
ATTENTION:	Dennis Rigby	QUOTE EXP:	14-Jul-2018

I am pleased to offer the following estimate for repairs to your Caterpillar . All repairs performed are to meet or exceed standards set forth by Caterpillar Inc. It is our goal to minimize downtime and assist you with reducing owning and operating costs associated with equipment in the construction industries. This estimate includes prices for both parts and labor to perform necessary repairs. Estimate does not include sales tax, freight, or truck charges for field service repairs. Any components discovered during the repair process needing additional attention will be estimated and discussed with you before ANY repairs are performed. As always, your business is greatly appreciated and please feel free to contact me with any questions or concerns you may have. Thank You.

DESCRIPTION		PRICE
Clean Machine	$	2,500.00
R&I/Recondition Engine	$	37,220.00
R&I/Recondition Transmission, Transfer Gear, TQ, Pump	$	44,865.00
R&I/Recondition Final Drives, Brakes, Differintials, Axles	$	72,175.00
R&I/Recondition Suspension, Steering, Hoist Cylinders	$	11,090.00
Recondition Hydraulic System, Pumps, Control Valves	$	7,245.00
Recondition Cooling System	$	8,440.00
Recondition Cab and A/C System	$	10,670.00
Recondition Body	$	41,860.00
Recondition Frame	$	12,530.00
Paint Machine	$	14,900.00
3 Year 5000 Hour Warranty (Engine $3,423)(Transmission $4,135)(Axles, Finals, Diffs $6702)	$	14,260.00

*Unforseeable situations that may cause a change in labor hours will be addressed before continuing with repairs

Total Cost of Repairs	$	277,755.00

Philip Hamilton / Jerry Venable
Product Support Sales Representative
philiphamilton@thompsontractor.com
850.324-8209 cell 850.471.0722 fax

Customer Signature

_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14698 **County Administrator's Report 10. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018

Issue: Casino Beach Congestion Management Plan Phase II Sheriff's Parking Lot
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Casino Beach Congestion Management Plan Phase II Sheriff's Parking Lot - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Chavers Construction, Inc., per the terms and conditions of PD 17-18.074, Congestion Management Plan Phase II Sheriff's Parking Lot, for a lump sum of $915,364.

[Funding: Fund 353, LOST IV; Cost Center 210106, Transportation and Drainage; Object Code 56301, Improvements Other Than Buildings; Project Number 18EN0224]

BACKGROUND:

The Casino Beach parking area includes the construction of 80 parking spaces on the county owned property south and west of the Pensacola beach Sheriff's substation. The parking lot will provide a new full access driveway connection and right turn lane on Fort Pickens Road as well as a connection to the existing Casino Beach Parking Area. The project includes clearing and grubbing, grading, paving, storm water, striping, sidewalk, fencing and stamped asphalt. The project will also convert the existing storm water pond to an underground storm water facility.

An Invitation to Bid, PD 17-18.074, Congestion Management Plan Phase II Sheriff's Parking Lot, was publicly noticed in the Pensacola News Journal on Monday, July 16, 2018. A non-mandatory Pre-Solicitation conference was held in the Office of Purchasing on July 31, 2018, and was attended by three firms. Bids were received from six firms on August 16, 2018. Chavers Construction, Inc. was deemed the lowest, most responsible bidder.

BUDGETARY IMPACT:

Funding: Fund 353, LOST IV; Cost Center 210106, Transportation and Drainage; Object Code 56301, Improvements Other Than Buildings; Project Number 18EN0224

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form D: Road/Drainage.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts

An Invitation to Bid, PD 17-18.074, Congestion Management Plan Phase II Sheriff's Parking Lot, was publicly noticed in the Pensacola News Journal on Monday, July 16, 2018. A non-mandatory Pre-Solicitation conference was held in the Office of Purchasing on July 31, 2018, and was attended by three firms. Bids were received from six firms on August 16, 2018. Chavers Construction, Inc. was deemed the lowest, most responsible bidder.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney Standard Form of Contract, Form D: Road/Drainage, and the Purchase Order.

Attachments

Original Solicitation with Bid Form and All Addendums
Bid Tab Certified
Recommendation to Award Determination Checklist with Backup
Agreement

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

CONGESTION MANAGEMENT PLAN PHASE II SHERIFF'S PARKING LOT
SPECIFICATION NUMBER PD 17-18.074

BIDS WILL BE RECEIVED UNTIL 1:00 PM CDT, AUGUST 16, 2018
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **1:00 PM CDT, July 31, 2018**

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven Barry
Grover C. Robinson, IV
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE
In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-

local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts

paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
CONGESTION MANAGEMENT PLAN PHASE II SHERIFF'S PARKING LOT
SPECIFICATION PD 17-18.074

HOW TO SUBMIT YOUR BID:

Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:

- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:

If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

CONGESTION MANAGEMENT PLAN PHASE II SHERIFF'S PARKING LOT
PD 17-18.074

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

	Page
Solicitation, Offer, and Bid Form *	*
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	4
Drug-Free Workplace Form **	6
Information Sheet for Transactions and Conveyances Corporate Identification **	7
List of General Terms and Conditions (Incorporated by Reference)	9
Special Terms and Conditions	11
Exhibit H – Working Drawings	21
Exhibit I – Technical Specifications	29

* Solicitation, Offer, and Bid Form are located on the attached Excel spreadsheet. Please see following page for more details.

IMPORTANT NOTICE

THE BID FORM FOR THIS SOLICITATION IS NOW LOCATED ON THE ATTACHED EXCEL SPREADSHEET:
"*PD 17-18.074 CONGESTION MANAGEMENT PLAN PHASE II SHERIFF'S PARKING LOT BID SPREADSHEET*".

BIDDERS ARE REQUIRED TO COMPLETE THE BID FORM ON THE SPREADSHEET AND PRINT IT FOR SIGNATURE.

THE PRINTED BID FORM MUST BE SUBMITTED WITH AN ORIGINAL SIGNATURE OR THE BID WILL NOT BE ACCEPTED.

THE EXCEL SPREADSHEET MUST BE COMPLETED AND SUBMITTED VIA ELECTRONIC FORMAT (CD OR FLASH DRIVE)

SOLICITATION, OFFER, AND BID FORM

ESCAMBIA COUNTY, FLORIDA

Submit offers to:
Jeff Lovingood, 850-595-4953
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
or P.O. Box 1591, Pensacola, FL 32591-1591

Invitation to Bid

CONGESTION MANAGEMENT PLAN
PHASE II SHERIFF'S PARKING LOT

Solicitation Number PD 17-18.074

SOLICITATION

Mailing Date: July 16, 2018

Pre-Solicitation Conference: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502 at 1:00 PM CDT on July 31, 2018

Offers Will Be Received Until: 1:00 PM CDT, August 16, 2018, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with Recommended Awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the soliciation tabulation shall constitute a waiver of any protest relating to this soliciation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to Escambia County Purchasing Ordinance.

OFFER (shall be completed by Offeror)

Federal Employer ID Number or S.S. Number: **Terms of Payment**
Delivery Date will be **days after receipt of Purchase Order**
Vendor Name:
Address: **Bid Bond Attached**
City, State, Zip: **$**
Phone: **Toll Free:**
Fax: **Contact:**

Name & Title of Person Authorized to Sign Offer

* Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the bidder's offer shall result in the bid being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

BID FORM

BASE BID: $ 0

CASINO BEACH PARKING AREA- Bid Sheet					
Item	**DESCRIPTION**	**UNIT**	**BID QUANITY**	**Unit Price**	**Cost**
1	Mobilization	LS	1		$0.00
2	Clearing and Grubbing, per County Specifications 2230	AC	1		$0.00
3	Remove Shrubs	EA	12		$0.00
4	Remove Palm Trees	EA	15		$0.00
5	Earthwork Excavate, Haul, and Install, On-site/Off-site	CY	1800		$0.00
6	Earthwork Establishing Grade, County Specs 2300	SY	3674		$0.00
7	Remove and Replace Unsuitable Materials	CY	100		$0.00
8	Final grading and seal rolling prior to paving	SY	3674		$0.00
9	1" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface	SY	239		$0.00
10	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface	SY	3273		$0.00
11	2" County Spec 2500 Type SP 12.5 Asphalt	SY	239		$0.00
12	Remove Existing Asphalt, 2" Average Depth	SY	38		$0.00
13	12" Stabilized Subgrade, County Spec 2300	SY	3674		$0.00
14	6" Bahamian base	SY	3405		$0.00
15	8" Bahamian base	SY	270		$0.00
16	6" Pipe Bollards, Per County Detail	EA	2		$0.00
17	Thermoplastic 6" Solid Stripe, White or Yellow	LF	1479		$0.00
18	Thermoplastic 6" Double Solid Stripe, White or Yellow	LF	25		$0.00
19	Thermoplastic Stop Bar	LF	24		$0.00
20	Thermoplastic Directional Arrow, Single Head (Turn Left/ Right) 16sf	EA	2		$0.00
21	Thermoplastic Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	EA	1		$0.00
22	Thermoplastic High Intensity Pedestrian Crosswalk	LF	24		$0.00
23	Thermoplastic Handicap Parking Space with Symbol	EA	4		$0.00
24	Thermoplastic "LEO ONLY" Pavement Message	EA	2		$0.00
25	Stop Sign, R1-1	EA	2		$0.00
26	Authorized Vehicles Only Sign	EA	4		$0.00
27	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	EA	1		$0.00
28	MOT	LS	1		$0.00
29	FDOT Type F Curb And Gutter	LF	194		$0.00
30	Concrete Bumper Guards	EA	83		$0.00
31	Header Curb, Per County Detail	LF	1471		$0.00
32	1' Ribbon Curb, Per County Detail	LF	82		$0.00
33	5' Fiber Reinforced Concrete Sidewalk	LF	170		$0.00
34	Construct Curb Ramp (Approved Mat, Color included)	EA	4		$0.00
35	Saw cut Existing Concrete	LF	33		$0.00
36	Remove Existing Concrete, 6" thick	SY	65		$0.00
37	Remove Curb	LF	350		$0.00
38	Remove Ex. 1' Wide Block Wall	LF	85		$0.00
39	Misc. Concrete	CY	5		$0.00
40	Street Print (Offset Brick, Terracotta or Brick color)	SY	805		$0.00
41	Ditch Bottom Inlet, Type F	EA	3		$0.00
42	Storm Manhole	EA	2		$0.00
43	Remove Ditch Bottom Inlet (including top and bottom)	EA	2		$0.00
44	Tie to Existing Inlets, Pipe, Manhole, R-Tank System	EA	6		$0.00
45	18" RCP Pipe	LF	150		$0.00
46	24" RCP Pipe	LF	2		$0.00
47	R-Tank Stormwater System	LS	1		$0.00
48	R- Tank Stormwater System Installation	LS	1		$0.00
49	Silt Fence Type IV	LF	1200		$0.00
50	Construct Stabilized Gravel Construction Entrance	EA	1		$0.00
51	NPDES NOI and NOT Permit, including SWPPP and monitoring (for use only with disturbed areas over 1.0 Acre)	EA	1		$0.00
52	Wood Split Rail Fence	LF	910		$0.00
53	Split Rail Fence Gate	EA	1		$0.00
54	Remove Existing Chain Link Fence	LF	390		$0.00
55	Jobsite Board for posting project information, permits, etc.	EA	1		$0.00
56	Lighting	LS	1		$0.00
57	Landscaping	LS	1		$0.00
				Total	$0.00

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes [ ] No [ ]

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of five percent (5%) of bid.

The work shall be substantially completed within **one hundred twenty (120) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **one hundred fifty (150) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of $1,000.00 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

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

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

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_☐_ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_☐_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.074, "Congestion Management Plan Phase II Sheriff's Parking Lot", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Project Narrative

The Casino Beach parking area includes the construction of 80 parking spaces on the county owned property south and west of the Pensacola beach Sheriff's substation. The parking lot will provide a new full access driveway connection and right turn lane on Fort Pickens Road as well as a connection to the existing Casino Beach Parking Area. The project includes clearing and grubbing, grading, paving, storm water, striping, sidewalk, fencing and stamped asphalt. The project will also convert the existing storm water pond to an underground storm water facility.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Performance and Payment Bonds

The County **shall** require the successful Offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up to **100% of the dollar**

value of award on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful Offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful Offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

5. Procurement Questions

Questions shall be directed, in writing, to Jeffrey Lovingood, Purchasing Specialist, at JDLovingood@myescambia.com. Last day for questions will be August 06, 2018 at 5:00 p.m. CDT. Responses to questions shall be issued in the form of an Addendum to all known potential bidders by August 15, 2018 at 5:00 PM CDT.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures signed using indelible ink and signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. Pre-Solicitation Conference

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502, Conference Room 11.407, on July 31, 2018, at 2:00 PM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

8. Liquidated Damages

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **$1,000.00** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

9. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local construction and safety codes.

10. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

11. Warranty

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of two (2) years from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Chief.

12. Measurements

The linear footage noted are only estimates. Offerors will be responsible for their own measurements and shall submit a firm price accordingly.

There will be no adjustments, for increase or decrease, of footage required for the job; therefore, the total offer shall be based on accurate measurements by Offerors during inspection. Failure to do so will be at Offeror's risk. Any request for unit price on the bid form is for information only.

Award shall be based solely on "total offer", with no adjustments made for increased/decreased quantities after award.

13. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

14. Protection of Property/Security

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded Offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including

evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

15. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the bid form(s) to the best of our knowledge.

16. Compliance with Governing Laws and Regulations

The Offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The Offeror should carefully review these requirements which are detailed in this solicitation.

17. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates Offeror has not honored quoted price lists and discounts, Offeror will be liable for any and all overage charges.

18. Termination

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

19. Licenses, Certifications, Registrations

The Offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the Offeror shall provide follow-up evidence that as the Contractor they maintain such credentials throughout the period of agreement.

20. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

21. Award

Award shall be made on an "all-or-none total" basis.

22. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Non-Contract Insurance Requirements

23. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor’s interests or liabilities, but are merely minimums.

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

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

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

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the

insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance:

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

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.

Pollution/Environmental Impairment Liability Coverage

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

24. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
PUBLIC WORKS DEPARTMENT
TRANSPORTATION & TRAFFIC OPERATIONS DIVISION

PLANS PROPOSED FOR

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN-PHASE II

CASINO BEACH PARKING LOT

PD 15-16.007/PO 161017
VOLKERT PROJECT #635501.WR

100% SUBMITTAL
RELEASED FOR CONSTRUCTION
MAY 2018

INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES/SUMMARY OF QUANTITIES
3	SURVEY
4	EXISTING CONDITIONS/DEMO PLAN
5	PROPOSED CONSTRUCTION PLAN
6	GRADING PLAN
7	DRAINAGE PLAN
8	PROPOSED TURN LANE CONSTRUCTION PLAN
9	RIGHT TURN LANE TYPICAL SECTION
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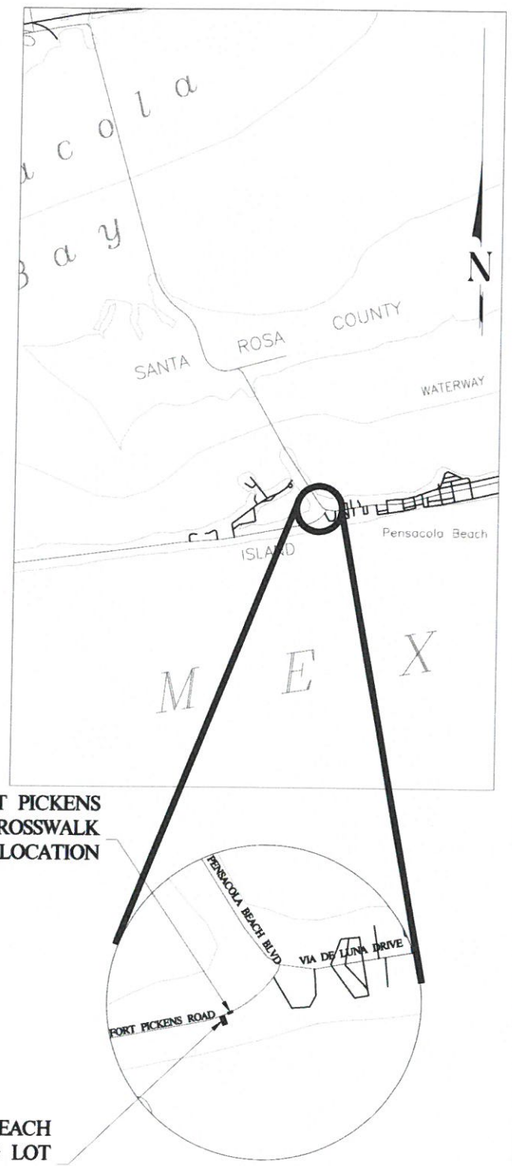


VICINITY MAP
NOT TO SCALE

PLANS PREPARED BY:

VOLKERT
Engineers • Surveyors • Planners
6601 N. DAVIS HWY. SUITE 102
PENSACOLA, FL. 32504
Telephone (850) 477-7485
www.volkert.com

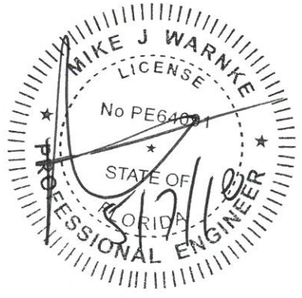
THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE LATEST ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

ANY REFERENCE TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, DIVISION 1, GENERAL REQUIREMENTS AND COVENANTS, SHALL BE EXCLUDED AND NOT APPLICAPABLE TO ANY SPECIFICATION REFERED HEREIN OR OTHERWISE LISTED IN THESE PLANS OR RELATED DOCUMENTS OR THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

COMMISSIONERS

DISTRICT ONE	JEFF BERGOSH, CHAIRMAN
DISTRICT TWO	DOUG UNDERHILL
DISTRICT THREE	LUMON MAY, VICE CHAIRMAN
DISTRICT FOUR	GROVER C. ROBINSON IV
DISTRICT FIVE	STEVEN BARRY



PROJECT MANAGER: DAVID FORTE	
SECTION / TOWNSHIP / RANGE: 28 / 2S / 26	DISTRICT: 4
PROJECT ENGINEER: MIKE WARNKE	REG FLA ENG NO: 64091
SIGNATURE:	DATE:

C:\volkert_pw_workingdir\amy.oloughlin\d0103849\C01_KEY.dwg, May 07, 2018 - 1:52:29PM, amy.oloughlin

GENERAL NOTES:

1. THE CONTRACTORS SHALL NOTIFY THE COUNTY DESIGN ENGINEER OR DESIGNEE 48 HOURS PRIOR TO CONSTRUCTION.

2. ALL CONDITIONS AND STIPULATIONS OF THE CONSTRUCTION PERMITS AND THE APPROVALS ISSUED BY THE ESCAMBIA COUNTY ENGINEER SHALL BE COMPLIED WITHIN EVERY DETAIL.

3. ALL ROADS DAMAGED BY CONSTRUCTION OPERATIONS ARE TO BE PATCHED OR RECONSTRUCTED AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE.

4. THE CONTRACTOR SHALL TAKE STEPS NECESSARY TO PREVENT EROSION AND ANY OFF SITE SEDIMENT TRANSPORT RESULTING FROM INCREASED RUNOFF DURING CONSTRUCTION BY PROVIDING SILT FENCE AND/OR STAKED HAY BALES AS REQUIRED BY FDOT INDEX 102, THE FLORIDA STORMWATER, EROSION, AND SEDIMENT CONTROL INSPECTOR'S MANUAL, 2000 EDITION, OR AS INDICATED ON THE PLANS. ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ASSOCIATED DISTURBED AREAS ARE STABILIZED AS TO REDUCE SEDIMENT RUNOFF, UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR DESIGNEE.

5. ANY NECESSARY PERMITS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. ESCAMBIA COUNTY OR ITS DESIGNEE WILL ASSIST CONTRACTOR WITH REQUIRED PERMITS.

6. THE CONTRACTOR IS CAUTIONED TO VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE PROJECT PRIOR TO BIDDING AND/OR CONSTRUCTION.

7. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PRESERVE OR RELOCATE ALL BENCHMARKS (VERTICAL CONTROL) AS NEEDED DURING CONSTRUCTION. ALL PUBLIC OR PRIVATE CORNER MONUMENTATION SHALL BE PROTECTED. IF A PUBLIC OR PRIVATE CORNER MONUMENTATION IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OR DESIGNEE IMMEDIATELY. ANY ESCAMBIA COUNTY HARN/GPS NETWORK MONUMENTS OR BUREAU OF SURVEY AND MAPPING GPS NETWORK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A HARN/GPS NETWORK MONUMENTS OR BUREAU OF SURVEY AND MAPPING GPS NETWORK MONUMENTS ARE DISTURBED OR DESTROYED THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF THE MONUMENTS AND HAVE THE MONUMENTS POSITION DETERMINED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER USING GUIDELINES AS ESTABLISHED BY NATIONAL GEODETIC SURVEY FOR BLUE BOOKING AND APPROVAL.

8. EXISTING DRAINAGE FEATURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.

9. THE CONTRACTOR SHALL MATCH EXISTING CONDITIONS AT THE BEGINNING AND END OF CONSTRUCTION AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE.

10. ALL ROADWAY CONSTRUCTION SHALL COMPLY WITH THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS, LATEST EDITION.

11. ALL MATERIALS, TESTING AND CONSTRUCTION METHODS SHALL CONFORM TO THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS, LATEST EDITION.

12. ANY REFERENCE TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, DIVISION 1, GENERAL REQUIREMENTS AND COVENANTS, SHALL BE EXCLUDED AND NOT APPLICABLE TO ANY SPECIFICATION REFERRED HEREIN OR OTHERWISE LISTED IN THESE PLANS OR RELATED DOCUMENTS OR THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

13. EXISTING STREET AND ROAD NAME SIGNS ON THE PROJECT SHALL BE KEPT VISIBLE AT ALL TIMES FOR THE FACILITATION OF ACCESS BY EMERGENCY VEHICLES. ALL OTHER EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS SHALL BE TAKEN DOWN AND STOCKPILED WITHIN THE R/W LIMITS BY THE CONTRACTOR AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE. ANY EXISTING SIGNS THAT ARE TO BE RELOCATED AND ARE DAMAGED BEYOND USE BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

14. CONTRACTOR SHALL COMPLY WITH ALL F.D.E.P. AND ARMY CORP. OF ENGINEERS REQUIREMENTS.

15. ONLY ACCESS TO THE ROAD R/W AS SHOWN IS GUARANTEED BY THE COUNTY. PRIVATE R/W REQUIRED BY THE CONTRACTOR TO FACILITATE CONSTRUCTION SHALL BE ACQUIRED BY THE CONTRACTOR WITH NO ADDITIONAL COMPENSATION OR ASSISTANCE FROM THE COUNTY.

16. IN THE EVENT THAT SURVEY MONUMENTATION OR REFERENCE POINTS ARE MISSING OR HAVE BEEN DESTROYED, PLEASE CONTACT:

JOE BARRET
ESCAMBIA COUNTY
3363 WEST PARK PLACE
PENSACOLA, FL 32505
PH: (850)595-3427

WESLEY BUMPERS, P.L.S.
VOLKERT, INC.
3809 MOFFETT ROAD
MOBILE, AL 36618
PH(251)342-1070

17. VEGETATION ON R/W AND EASEMENTS SHALL BE RESTORED TO ORIGINAL CONDITION UNLESS OTHERWISE NOTED ON THE PLAN SHEETS. COST OF SAID RESTORATION SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS.

18. ALL TREES WITHIN LIMITS OF CONSTRUCTION SHALL BE REMOVED UNLESS OTHERWISE NOTED IN PLANS.

19. ALL COMPACTED FILL SHALL BE PLACED IN 4" LIFTS FOR HAND POWERED TAMPERS AND 8" LIFTS FOR HEAVY EQUIPMENT OPERATED TAMPERS.

20. MAINTENANCE OF TRAFFIC AS PER FDOT INDEX 600.

GENERAL NOTES CONT.:

21. THE CONTRACTOR SHALL, AT A MINIMUM, MATCH EXISTING SIGNING AND PAVEMENT MARKINGS. ALL SIGNING AND PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THE LATEST FDOT DESIGN STANDARDS. THE CONTRACTOR SHALL CONTACT THE COUNTY TRAFFIC DEPARTMENT PRIOR TO INSTALLATION OF ANY SIGNING AND PAVEMENT MARKINGS.

22. WHERE UNSUITABLE MATERIAL, AS DEFINED BY THE COUNTY SPECIFICATIONS SECTION 02300, 1.3(I), IS ENCOUNTERED IN THE AREAS PROPOSED FOR PAVING, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE COUNTY ENGINEER OR DESIGNEE PRIOR TO ANY EXCAVATION.

23. PIPE LENGTHS SHOWN IN THE PLANS DO NOT INCLUDE THE LENGTH OF PIPE THAT MUST BE INSTALLED WITH THE MITERED END SECTION. THEREFORE, ALL PIPES LENGTHS ASSOCIATED WITH MITERED END SECTIONS SHALL BE PAID FOR IN THE UNIT COST OF THE MITERED END SECTION.

24. ALL CONTRACTORS, COUNTY REPRESENTATIVES, AND UTILITY COMPANIES ARE RESPONSIBLE FOR THEIR RESPECTIVE SURVEYING AND LAYOUT. ANY SURVEYING MONUMENTATION DISTURBED DURING CONSTRUCTION SHALL BE REPLACED UPON COMPLETION OF THE WORK BY A REGISTERED LAND SURVEYOR IN THE STATE OF FLORIDA.

25. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE EXISTING SITE CONDITIONS, INCLUDING SOIL CONDITIONS PRIOR TO BIDDING ON THE PROJECT. A COPY OF THE GEOTECHNICAL REPORT IS INCLUDED IN THE CONTRACT DOCUMENTS FOR THE CONTRACTORS REFERENCE.

27 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE REQUIRED TESTING TO ENSURE THAT PROPER COMPACTION HAS BEEN ACHIEVED ON THE SUBGRADE, BASE AND ALL OTHER PERTINENT AREAS THAT HAVE BEEN COMPLETED. THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING AND RETESTING AS REQUIRED AND SHALL PROVIDE THE COUNTY WITH COPIES OF CERTIFIED TESTING REPORTS.

28. THE LOCATION OF ALL EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY. IT IS THE CONTRACTORS RESPONSIBILITY PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE ANY REQUIRED ARRANGEMENTS FOR ANY RELOCATIONS OF THESE UTILITIES WITH THE OWNER OF SAID UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING UNDERGROUND UTILITIES, WHETHER SHOWN ON THE PLAN OR LOCATION BY THE UTILITY. ANY UTILITIES THAT INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL TO BROUGHT TO THE ATTENTION OF THE ENGINEER. ANY FEES ASSOCIATED WITH UTILITY RELOCATIONS SHALL BE BORNE IN ACCORDANCE WITH RESPECTIVE UTILITY COMPANY STANDARDS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE RELOCATION OF ANY UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.

29. THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE COUNTY, ENGINEER OF RECORD, UTILITY COMPANIES AND CONTRACTOR PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

30. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A UTILITY PERMIT FROM THE COUNTY ROAD DEPARTMENT PRIOR TO COMMENCING ANY WORK WITHIN THE R/W.

31. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF CONSTRUCTION PLANS AND ALL PERMITS ON THE JOB SITE AT ALL TIMES.

32. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT NO CONSTRUCTION ACTIVITIES TAKE PLACE OUTSIDE OF THE EXISTING R/W OR EASEMENTS SHOWN ON THE PLANS. ANY ON-SITE OR OFFSITE AREAS THAT ARE DISTURBED SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER AS DIRECTED BY THE ENGINEER.

33. THE CONTRACTOR SHALL BE RESPONSIBLE TO SAFETY BARRICADE ALL EXCAVATIONS AND OTHER HAZARDS.

34. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY CONFLICTS BETWEEN THE CONTRACT DOCUMENTS AND EXISTING CONDITIONS. THE DRAWINGS REPRESENT KNOWN STRUCTURES AND UTILITIES LOCATED WITHIN THE PROJECT AREA, THE CONTRACTOR IS CAUTIONED THAT OTHER STRUCTURES AND UTILITIES, ABOVE OR BELOW GROUND, MAY BE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION.

35. ALL MATERIALS AND CONSTRUCTION TO BE IN ACCORDANCE WITH THE COUNTY'S LATEST CONSTRUCTION SPECIFICATIONS. ALL MATERIALS STORAGE AREAS SHALL BE CLEARLY IDENTIFIED AND SECURED BY THE CONTRACTOR. STOCKPILES ON THE ISLAND ARE LIMITED AND REQUIRE PRIOR APPROVAL.

36. ALL NEW CONCRETE FOR THE PROJECT SHALL ACHIEVE A 28 DAY STRENGTH OF 3000 PSI (MIN.), UNLESS OTHERWISE NOTED.

37. ALL TREES IN THE PROJECT AREA ARE TO REMAIN UNDAMAGED UNLESS OTHERWISE NOTED FOR REMOVAL.

38. THE CONTRACTOR IS TO REPLACE TO EXISTING CONDITION OR BETTER ANY FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, FLOWER BEDS, OR OTHER EXISTING IMPROVEMENTS IMPACTED DURING CONSTRUCTION, WHETHER DEPICTED ON THE PLANS OR NOT.

39. ALL EXISTING MAILBOXES INTERFERING WITH NEW CONSTRUCTION SHALL BE RELOCATED OR REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH POSTAL REQUIREMENTS AND IN ACCORDANCE WITH ESCAMBIA COUNTY TECHNICAL SPECIFICATION, FDOT DESIGN STANDARDS AND UNITED POSTAL REQUIREMENTS. ALL EXISTING BRICK MAILBOXES WITHIN LIMITS OF CONSTRUCTION OR COUNTY RIGHT OF WAY SHALL BE REMOVED AND PLACED ON THE PROPERTY LINE OF THE OWNER. CONTRACTOR SHALL REPLACE EXISTING BRICK MAILBOX WITH APPROVED PLASTIC BREAK AWAY MAILBOX.

GENERAL NOTES CONT.:

40. DAMAGE TO ANY EXISTING ROADS DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR PRIOR TO FINAL "AS-BUILT" SIGN-OFF FROM THE COUNTY AT NO ADDITIONAL COST TO THE COUNTY.

41. SHOP DRAWINGS OF ALL MATERIALS BEING USED SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO ORDER, SHIPMENT, OR INSTALLATION.

42. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW "AS-BUILT" CONDITIONS OR ALL WORK. RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER PRIOR TO REQUESTING A FINAL INSPECTION.

43. THE CONTRACTOR SHALL SCHEDULE WITH THE COUNTY A FINAL INSPECTION UPON COMPLETION OF ALL WORK AND ANY INTERMEDIATE INSPECTIONS AT 850-595-3472. AS-BUILT CERTIFICATION IS REQUIRED PRIOR TO REQUEST FOR FINAL INSPECTION.

44. ALL ASPECTS OF STORMWATER/DRAINAGE AND/OR TRANSPORTATION COMPONENTS SHALL BE COMPLETED PRIOR TO REQUESTING A FINAL INSPECTION.

45. NO DEVIATIONS OR REVISION FROM THE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM BOTH THE ENGINEER OF RECORD AND ESCAMBIA COUNTY. ANY DEVIATION MAY RESULT IN DELAYS IN THE COUNTY'S ACCEPTANCE OF IMPROVEMENTS.

46. IF ARCHAELOGICAL MATERIAL/PREHISTORIC ARTIFACTS SUCH AS POTTERY OR CERAMICS, STONE TOOLS OR METAL IMPLEMENTS, OR ANY OTHER PHYSICAL REMAINS THAT COULD BE ASSOCIATED WITH NATIVE AMERICAN CULTURES, OR EARLY COLONIAL OR AMERICAN SETTLEMENT ARE ENCOUNTERED AT ANY TIME, THE PROJECT SHOULD CEASE ALL ACTIVITIES INVOLVING SUBSURFACE DISTURBANCE IN THE IMMEDIATE VICINITY OF SUCH DISCOVERIES. THE APPLICANT/RECIPIENT, OR OTHER DESIGNEE, SHOULD CONTACT THE FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES, THE STATE HISTORIC PRESERVATION OFFICER (SHPO) AND THE DSH/FEMA REGION IV ENVIRONMENTAL OFFICER AND FDEM STATE ENVIRONMENTAL LIAISON OFFICER FOR FURTHER GUIDANCE. PROJECT ACTIVITIES SHOULD NOT RESUME WITHOUT VERBAL AND/OR WRITTEN AUTHORIZATION FROM THE THE DIVISION OF HISTORICAL RESOURCES.

47. IN THE EVENT THAT UNMARKED HUMAN REMAINS ARE ENCOUNTERED DURING PERMITTING ACTIVITIES, ALL WORK MUST STOP IMMEDIATELY AND THE PROPER AUTHORITIES NOTIFIED IN ACCORDANCE WITH SECTION 872.05, FLORIDA STATUTE.

48. ALL CONSTRUCTION SHALL MEET ALL REQUIREMENTS CONCERNING ADA STANDARDS, LATEST EDITION OF DESIGN STANDARDS AND PUBLIC RIGHTS-OF-WAYS ACCESSIBILITY GUIDELINES (PROWAG).

49. ALL MATERIALS BROUGHT ONTO PENSACOLA BEACH MUST MEET THE BARRIER ISLAND SAND PROVISIONS OF THE LAND DEVELOPMENT CODE AND DESIGN MANUAL.

UTILITY NOTES:

1. THE LOCATION SHOWN FOR EXISTING UNDERGROUND UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK IN EACH AREA. THE CONTRACTOR AGREES TO BE COMPLETELY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UTILITIES.

2. UTILITY OWNERS SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION SO THAT THE UTILITY OWNER CAN SPOT VERIFY AND/OR EXPOSE THEIR UTILITIES. KNOWN UTILITIES OWNERS INCLUDE:

SEWER/WATER - EMERALD COAST UTILITY AUTHORITY
MR. BRANDON KNIGHT
P.O. BOX 15311
PENSACOLA, FL. 32514 PH: (850) 698-4609

NATURAL GAS - ENERGY SERVICES OF PENSACOLA
MR. CLINT SHEVAT
1625 ATWOOD DRIVE
PENSACOLA, FL. 32514 PH: (850) 791-5285

TELEPHONE - AT&T FLORIDA
MR. BARRY POWELL
605 WEST GARDEN STREET
PENSACOLA, FL. 32501 PH: (850) 436-1483

TRAFFIC DEPARTMENT - ESCAMBIA COUNTY PUBLIC WORKS
MS. JOHNNY PETTIGREW
3363 WEST PARK PLACE
PENSACOLA, FL. 32505 PH:(850) 595-3404

ELECTRIC - GULF POWER
MR. CHAD SWAILS
5120 DOGWOOD DRIVE
MILTON, FL. 32570 PH: (850) 549-1031

CABLE - COX CABLE
MR. TROY YOUNG
2421 EXECUTIVE PLAZA
PENSACOLA, FL. 32504
PH: (850)232-5044

SUNSHINE STATE ONE-CALL
7200 LAKE ELLENOR DRIVE, SUITE 200
ORLANDO, FL. 32809 PH: (800) 432-4770

3. AT&T FLORIDA WILL COMPLETE ALL WORK DURING THE HOURS OF 7:30 AM - 4:30 PM, MONDAY THRU FRIDAY. NO NIGHT OR WEEKEND WORK.

4. ALL CABLE DAMAGE MUST BE REPORTED TO THE ATT FLORIDA REPAIR SERVICE DEPARTMENT AT 611 FROM A LAND LINE OR 877-737-2478 IF USING A CELL PHONE.

5. CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES AND UNDERGROUND UTILITIES.

6. UTILITIES TO REMAIN AND BE PROTECTED DURING CONSTRUCTION. NECESSARY REPAIRS SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS AND SHALL BE TO THE SATISFACTION OF UTILITY OWNERS.

7. ADEQUATE PROVISIONS SHALL BE MADE FOR THE FLOW OF SEWERS, DRAINS, WATER COURSES AND OTHER UTILITIES ENCOUNTERED DURING CONSTRUCTION.

8. THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND OTHER IMPROVEMENTS SHOWN AND NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR REPAIRS OF UTILITIES AND OTHER IMPROVEMENTS(SHOWN AND UN-SHOWN) DAMAGED DURING CONSTRUCTION AND SHALL MAINTAIN SUFFICIENT PROTECTION FOR ALL UTILITIES TO REMAIN. THE CONTRACTOR SHALL SUPPORT ALL EXISTING UTILITIES AS REQUIRED FOR THE INSTALLATION OF THE PROPOSED IMPROVEMENTS. ALL COSTS ASSOCIATED WITH PROTECTING, SUPPORTING, REPAIRING, AND OTHER ACTIVITIES RESULTING FROM CONTRACTOR DAMAGE TO THE UTILITIES OR PROTECTION OF THE UTILITIES SHALL BE THE CONTRACTORS RESPONSIBILITY AT NO ADDITIONAL COST TO THE COUNTY.

ENGINEERS ESTIMATED QUANTITIES, CASINO BEACH PARKING AREA

Item	DESCRIPTION	UNIT	BID QUANITY
1	Performance Bond	LS	1
2	Mobilization	LS	1
3	Clearing and Grubbing, per County Specifications 2230	AC	1
4	Remove Shrubs	EA	12
5	Remove Palm Trees	EA	15
6	Earthwork Excavate, Haul, and Install, On-site/Off-site	CY	1800
7	Earthwork Establishing Grade, County Specs 2300	SY	3674
8	Remove and Replace Unsuitable Materials	CY	100
9	Final grading and seal rolling prior to paving	SY	3674
10	1" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface	SY	239
11	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface	SY	3273
12	2" County Spec 2500 Type SP 12.5 Asphalt	SY	239
13	Remove Existing Asphalt, 2" Average Depth	SY	38
14	12" Stabilized Subgrade, County Spec 2300	SY	3674
15	6" Bahamian base	SY	3405
16	8" Bahamian base	SY	270
17	6" Pipe Bollards, Per County Detail	EA	2
18	Thermoplastic 6" Solid Stripe, White or Yellow	LF	1479
19	Thermoplastic 6" Double Solid Stripe, White or Yellow	LF	25
20	Thermoplastic Stop Bar	LF	24
21	Thermoplastic Directional Arrow, Single Head (Turn Left/ Right) 16sf	EA	2
22	Thermoplastic Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	EA	1
23	Thermoplastic High Intensity Pedestrian Crosswalk	LF	25
24	Thermoplastic Handicap Parking Space with Symbol	EA	4
25	Thermoplastic "LEO ONLY" Pavement Message	EA	2
26	Stop Sign, R1-1	EA	2
27	Authorized Vehicles Only Sign	EA	4
28	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	EA	1
29	MOT	LS	1
30	FDOT Type F Curb And Gutter	LF	194
31	Concrete Bumper Guards	EA	83
32	Header Curb, Per County Detail	LF	1471
33	1' Ribbon Curb, Per County Detail	LF	82
34	5' Fiber Reinforced Concrete Sidewalk	LF	170
35	Construct Curb Ramp (Approved Mat, Color included)	EA	4
36	Saw cut Existing Concrete	LF	33
37	Remove Existing Concrete, 6" thick	SY	65
38	Remove Curb	LF	350
39	Remove Ex. 1' Wide Block Wall	LF	85
40	Misc. Concrete	CY	5
41	Street Print (Offset Brick, Terracotta or Brick color)	SY	805
42	Ditch Bottom Inlet, Type F	EA	3
43	Storm Manhole	EA	2
44	Remove Ditch Bottom Inlet (including top and bottom)	EA	2
45	Tie to Existing Inlets, Pipe, Manhole, R-Tank System	EA	6
46	18" RCP Pipe	LF	150
47	24" RCP Pipe	LF	2
48	R-Tank Stormwater System	LS	1
49	R- Tank Stormwater System Installation	LS	1
50	Silt Fence Type IV	LF	1200
51	Construct Stabilized Gravel Construction Entrance	EA	1
52	NPDES NOI and NOT Permit, including SWPPP and monitoring (for use only with disturbed areas over 1.0 Acre)	EA	1
53	Wood Split Rail Fence	LF	910
54	Split Rail Fence Gate	EA	1
55	Remove Existing Chain Link Fence	LF	390
56	Jobsite Board for posting project information, permits, etc.	EA	1
57	Lighting	LS	1
58	Landscaping & irrigation	LS	1

MIKE J WARNKE
LICENSE
No PE64091
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

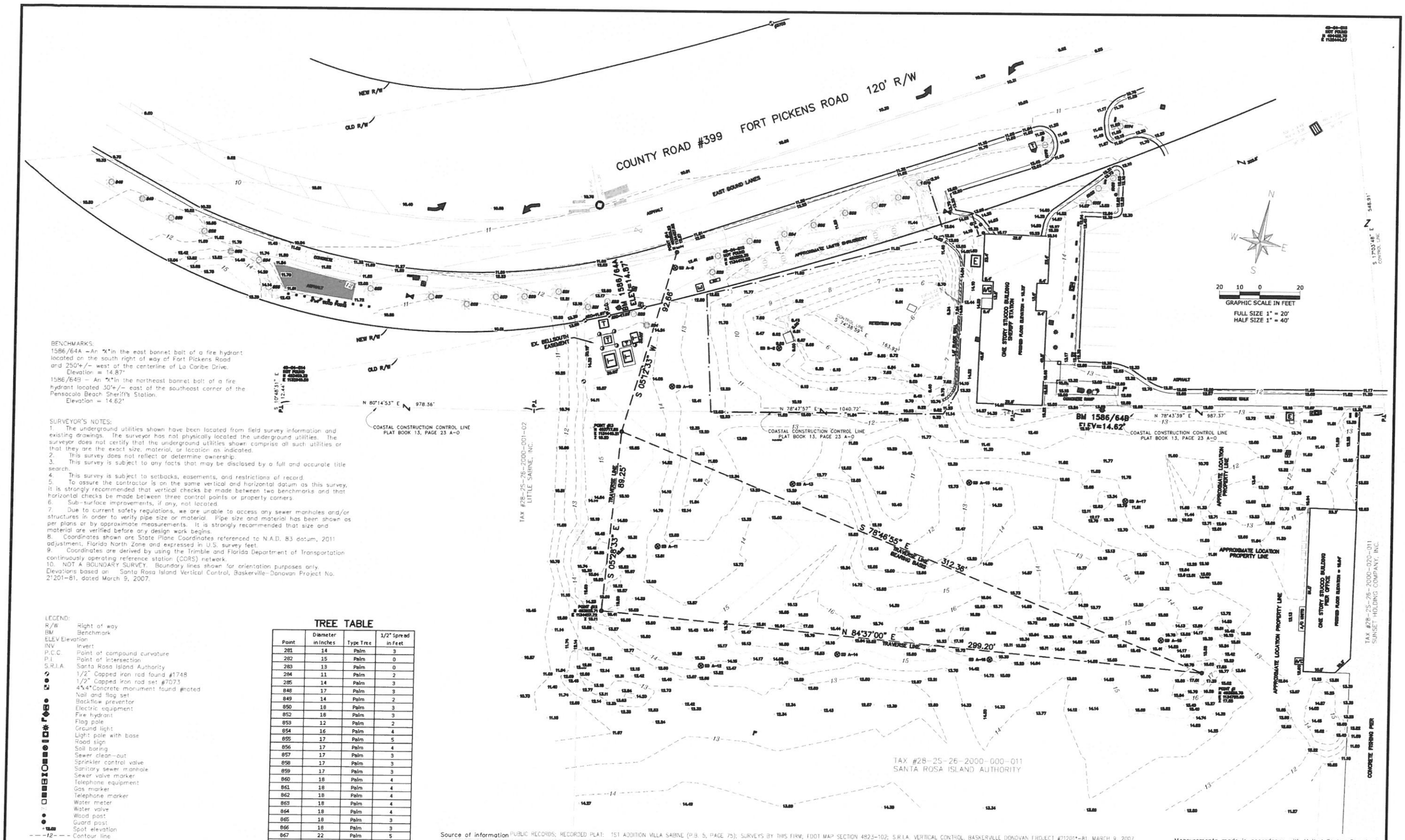
PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
GENERAL NOTES/SUMMARY OF QUANTITIES

VOLKERT
Engineering • Planning • Environmental • Surveying
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 572-8935

DRAWN BY: AMY O'LAUGHLIN
DESIGNED BY: MIKE WARNKE
CHECKED BY:
DATE: MARCH 2018
QA/QC MANAGER: DAVID FORTE
DISTRICT: 4
FIELD BOOK/ PAGES:
SECTION/ TOWNSHIP/ RANGE
REG. FL. ENG. NO.: 64091
SIGNATURE:
DATE:

REVISIONS | NUMBER | DATE | APPROVED BY

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 2 OF 31



BENCHMARKS:
1586/64A – An "X" in the east bonnet bolt of a fire hydrant located on the south right of way of Fort Pickens Road and 250'+/– west of the centerline of La Caribe Drive.
Elevation = 14.87'
1586/64B – An "X" in the northeast bonnet bolt of a fire hydrant located 30'+/– east of the southeast corner of the Pensacola Beach Sheriff's Station.
Elevation = 14.62'

SURVEYOR'S NOTES:
1. The underground utilities shown have been located from field survey information and existing drawings. The surveyor has not physically located the underground utilities. The surveyor does not certify that the underground utilities shown comprise all such utilities or that they are the exact size, material, or location as indicated.
2. This survey does not reflect or determine ownership.
3. This survey is subject to any facts that may be disclosed by a full and accurate title search.
4. This survey is subject to setbacks, easements, and restrictions of record.
5. To assure the contractor is on the same vertical and horizontal datum as this survey, it is strongly recommended that vertical checks be made between two benchmarks and that horizontal checks be made between three control points or property corners.
6. Sub-surface improvements, if any, not located.
7. Due to current safety regulations, we are unable to access any sewer manholes and/or structures in order to verify pipe size or material. Pipe size and material has been shown as per plans or by approximate measurements. It is strongly recommended that size and material are verified before any design work begins.
8. Coordinates shown are State Plane Coordinates referenced to N.A.D. 83 datum, 2011 adjustment, Florida North Zone and expressed in U.S. survey feet.
9. Coordinates are derived by using the Trimble and Florida Department of Transportation continuously operating reference station (CORS) network.
10. NOT A BOUNDARY SURVEY. Boundary lines shown for orientation purposes only.
Elevations based on Santa Rosa Island Vertical Control, Baskerville-Donovan Project No. 21201-81, dated March 9, 2007.

LEGEND:
R/W Right of way
BM Benchmark
ELEV Elevation
INV Invert
P.C.C. Point of compound curvature
P.I. Point of intersection
S.R.I.A. Santa Rosa Island Authority
1/2" Capped iron rod found #1748
1/2" Capped iron rod set #7073
4"x4" Concrete monument found #noted
Nail and flag set
Backflow preventor
Electric equipment
Fire hydrant
Flag pole
Ground light
Light pole with base
Road sign
Soil boring
Sewer clean-out
Sprinkler control valve
Sanitary sewer manhole
Sewer valve marker
Telephone equipment
Gas marker
Telephone marker
Water meter
Water valve
Wood post
Guard post
12.00 Spot elevation
--12-- Contour line
Gas line
Sanitary sewer line
Underground electric line
Waterline
Force main
Chain link fence
Palm tree

TREE TABLE

Point	Diameter in Inches	Type Tree	1/2" Spread in Feet
281	14	Palm	3
282	15	Palm	0
283	13	Palm	0
284	11	Palm	2
285	14	Palm	3
848	17	Palm	3
849	14	Palm	2
850	18	Palm	3
852	18	Palm	3
853	12	Palm	2
854	16	Palm	4
855	17	Palm	5
856	17	Palm	4
857	17	Palm	3
858	17	Palm	3
859	17	Palm	3
860	18	Palm	4
861	18	Palm	4
862	18	Palm	4
863	18	Palm	4
864	18	Palm	4
865	18	Palm	3
866	18	Palm	3
867	22	Palm	5
868	16	Palm	4
870	13	Palm	5
1050	9	Palm	6
1051	11	Palm	5
1052	10	Palm	5
1074	10	Palm	4
1078	14	Palm	5

Source of information: PUBLIC RECORDS; RECORDED PLAT: 1ST ADDITION VILLA SABINE (P.B. 5, PAGE 75); SURVEYS BY THIS FIRM; FDOT MAP SECTION 4823-102; S.R.I.A. VERTICAL CONTROL, BASKERVILLE DONOVAN PROJECT #21201-81, MARCH 9, 2007

Bearing Reference: NORTH BASED ON TRAVERSE LINE AS S 78°46'55" E PER GPS OBSERVATION

Ordered By: MR. MIKE WARNKE Elevation Reference: NAVD 88

Encroachments: N.A.

A TOPOGRAPHIC SURVEY, LOCATION OF IMPROVEMENTS AND TREE LOCATION OF OF A PORTION OF BLOCK K, FIRST ADDITION TO VILLA SABINE, PLAT BOOK 5, PAGES 78 & 75A

ITTMAN, LAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5080 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL. 32503
Phone: (850) 434-6666 Fax: (850) 434-6661
Email: pgasurvey@bellsouth.net

Measurements made in accordance with United States Standards.

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze ☐ PSM #5605
Walter J. Glaze ■ PSM #6190

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGN BY SURVEYOR

SHEET 1 OF 1
LB No. 7073

File No. C-7764
Job No. 37469-17-B
Job No. 37824-17
Scale 1" = 20'
Date of Survey 9-28-2017
Date of Plat 9-29-2017
Date of Revision 12-5-2017
FB 1580 PG 61-65, 73
Drawn by PMJ
Checked By W.G

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

DEMOLITION/EROSION CONTROL PLAN

EXISTING 13" PALM TREE TO BE RELOCATED SEE LANDSCAPING PLAN

REMOVE ALL SHRUBS

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

EXISTING PALMS TO BE RELOCATED SEE LANDSCAPING PLAN

EXISTING INLET TOP EL = 9.48 INV EL (E) = 3.27 INV EL (W) = 3.36

EXISTING PALM TREES TO BE REMOVED

SAWCUT AND REMOVE EXISTING CURB AND GUTTER AND CONCRETE DRIVEWAY

EXISTING 14" PALM TREE TO BE REMAIN SEE LANDSCAPING PLAN

EXISTING 11" PALM TREE TO BE RELOCATED SEE LANDSCAPING PLAN

EXISTING 36" RCP

SAWCUT AND REMOVE 70 LF EXISTING CURB AND GUTTER

EXISTING 1' BLOCK WALL TO BE REMOVED

EXISTING PALM TREES TO BE REMOVED

SAWCUT AND REMOVE EXISTING CONCRETE SIDEWALK AND CURB AND GUTTER

EXISTING 24" RCP TO REMAIN

EXISTING RETENTION POND TO BE RELOCATED

EXISTING CONCRETE STRUCTURE TO BE REMOVED AND REPLACED WITH JUNCTION BOX TOP EL = 6.22 INV EL = 0.49

EXISTING ASPHALT TO BE REMOVED

EXISTING CONCRETE SIDEWALK AND CURB AND GUTTER TO BE REMOVED

EXISTING 12" CPP CONTRACTOR TO INTERCEPT AND TIE INTO PROPOSED R-TANK SYSTEM

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

EXISTING SANITARY VALVE TO REMAIN UNDISTURBED

390 LF EXISTING FENCE TO BE REMOVED

SAWCUT AND REMOVE EXISTING CURB AND GUTTER AND CONCRETE DRIVEWAY

EXISTING SOUTHERN LIGHT HAND HOLE TO BE BROUGHT TO GRADE CONTRACTOR TO CONFIRM EXISTING HAND HOLE IS TRAFFIC RATED IF NOT, HAND HOLE TO BE REPLACED

EXISTING UTILITIES TO REMAIN UNDISTURBED

EXISTING OVERFLOW STRUCTURE TO BE REPLACED WITH JUNCTION BOX

INSTALL SILT FENCE PRIOR TO CONSTRUCTION ACTIVITIES

AT&T DIRECT BURIED COPPER CABLE FEEDING PIER SHOP PLACED APPROXIMATELY 24" DOC TO REMAIN

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

EXISTING VEGETATION TO REMAIN UNDISTURBED

BM 1586/64B ELEV=14.62'

N 78°43'39" E 987.37'

COASTAL CONSTRUCTION CONTROL LINE PLAT BOOK 13, PAGE 23 A-D

N 78°47'27" E 1049.72'

N 80°14'53" E 978.36'

ONE STORY STUCCO BUILDING SHERIFF STATION

FINISHED FLOOR ELEVATION = 15.33'

APPROXIMATE LIMITS SHRUBBERY

EX. BELLSOUTH EASEMENT

CONCRETE RAMP

CONCRETE WALK

ASPHALT

CONCRETE

P.I.

P.C.

20 10 0 20

GRAPHIC SCALE IN FEET

FULL SIZE 1" = 20'

HALF SIZE 1" = 40'

LEGEND:

R/W Right of way
BM Benchmark
ELEV Elevation
INV Invert
P.C.C. Point of compound curvature
P.I. Point of intersection
S.R.I.A. Santa Rosa Island Authority
1/2" Capped iron rod found #1748
1/2" Capped iron rod set #7073
4"x4" Concrete monument found #noted
Nail and flag set
Backflow preventor
Electric equipment
Fire hydrant
Flag pole
Ground light
Light pole with base
Road sign
Soil boring
Sewer clean-out
Sprinkler control valve
Sanitary sewer manhole
Sewer valve marker
Telephone equipment
Gas marker
Telephone marker
Water meter
Water valve
Wood post
Guard post
G Gas line
SS Sanitary sewer line
UE Underground electric line
W Waterline
FM Force main
Palm tree
- CAPPED REBAR FOUND
- SHRUB
- TREE
HDPE - HIGH DENSITY POLYETHYLENE PIPE
PB - PLAT BOOK
RCP - REINFORCED CONCRETE PIPE
PVC - POLYVINAL CHLORIDE
INV - INVERT OF STRUCTURE
TE - THROAT ELEVATION
RE - RIM ELEVATION
INV - INVERT OF STRUCTURE
IE - INVERT ELEVATION OF PIPE
PROPOSED DEMOLITION
RIGHT TURN LANE ASHALT
PROPOSED ASPHALT
EXISTING ASPHALT
PROPOSED STAMPED ASPHALT
PROPOSED CONCRETE
EXISTING CONTOUR
PROPOSED CONTOUR
SPLIT RAIL FENCE
SF SILT FENCE
FLOW ARROW
XX.XX PROPOSED SPOT ELEVATION
EX. XX.XX EXISTING SPOT ELEVATION

TREE TABLE

Point	Diameter in Inches	Type Tree	1/2" Spread in Feet
261	14	Palm	3
262	15	Palm	0
263	13	Palm	0
264	11	Palm	2
265	14	Palm	3
848	17	Palm	3
849	14	Palm	2
850	18	Palm	3
852	18	Palm	3
853	12	Palm	2
854	16	Palm	4
855	17	Palm	5
856	17	Palm	4
857	17	Palm	3
858	17	Palm	3
859	17	Palm	3
860	18	Palm	4
861	18	Palm	4
862	18	Palm	4
863	18	Palm	4
864	18	Palm	4
865	18	Palm	3
866	18	Palm	3
867	22	Palm	5
868	16	Palm	4
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1050	9	Palm	6
1051	11	Palm	5
1052	10	Palm	5
1074	10	Palm	4
1078	14	Palm	5

MIKE J WARNKE LICENSE No. PE64091 STATE OF FLORIDA PROFESSIONAL ENGINEER

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Engineering • Surveying • Environmental
215 FAIRPOINT DRIVE SUITE B
GULF BREEZE, FL 32561
Telephone (850) 932-8835

DRAWN BY: AMY DI LAUGHLIN
DESIGNED BY: MIKE WARNKE
CHECKED BY: DAVID MANGER
DATE: MARCH 2018
DISTRICT: 4
SECTION, TOWNSHIP, RANGE: SECTIONS 17 & 18, T-8-S, R-29-W
REGISTRATION NO. 64091
SIGNATURE

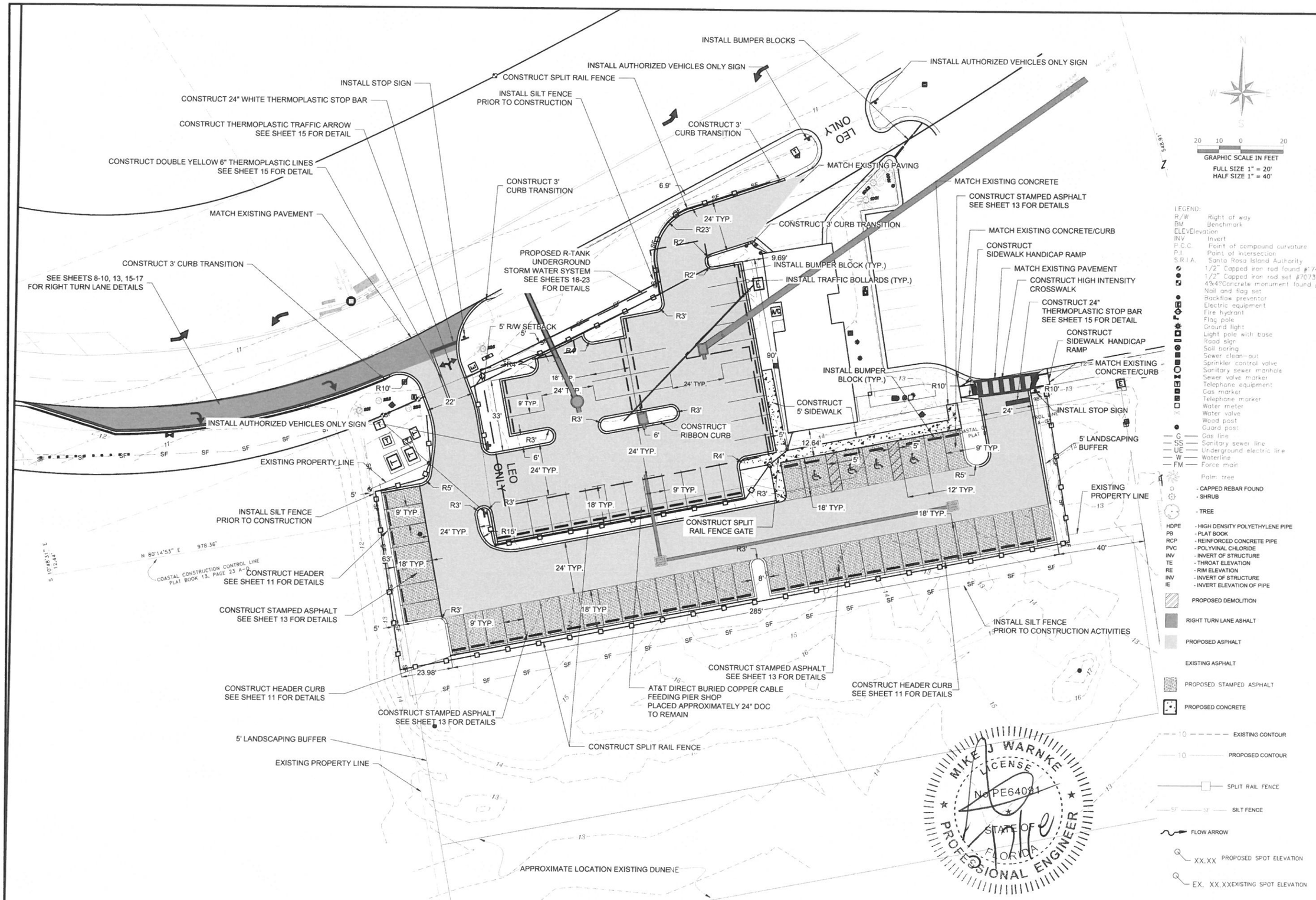
APPROVED BY:
DATE:
REVISIONS:
NUMBER:

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 4 OF 31

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

PROPOSED CONSTRUCTION PLAN



LEGEND:

R/W	Right of way
BM	Benchmark
ELEV	Elevation
INV	Invert
P.C.C.	Point of compound curvature
P.I.	Point of intersection
S.R.I.A.	Santa Rosa Island Authority
	1/2" Capped iron rod found #7748
	1/2" Capped iron rod set #7073
	4"x4" Concrete monument found #noted
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	Backflow preventor
	Electric equipment
	Fire hydrant
	Flag pole
	Ground light
	Light pole with base
	Road sign
	Soil boring
	Sewer clean-out
	Sprinkler control valve
	Sanitary sewer manhole
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	Telephone marker
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	Wood post
	Guard post
G	Gas line
SS	Sanitary sewer line
UE	Underground electric line
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	Palm tree
	- CAPPED REBAR FOUND
	- SHRUB
	- TREE
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PB	- PLAT BOOK
RCP	- REINFORCED CONCRETE PIPE
PVC	- POLYVINAL CHLORIDE
INV	- INVERT OF STRUCTURE
TE	- THROAT ELEVATION
RE	- RIM ELEVATION
INV	- INVERT OF STRUCTURE
IE	- INVERT ELEVATION OF PIPE

PROPOSED DEMOLITION

RIGHT TURN LANE ASHALT

PROPOSED ASPHALT

EXISTING ASPHALT

PROPOSED STAMPED ASPHALT

PROPOSED CONCRETE

EXISTING CONTOUR

PROPOSED CONTOUR

SPLIT RAIL FENCE

SILT FENCE

FLOW ARROW

XX.XX PROPOSED SPOT ELEVATION

EX. XX.XX EXISTING SPOT ELEVATION

MIKE J WARNKE LICENSE No. PE64091 STATE OF FLORIDA PROFESSIONAL ENGINEER

VOLKERT
Engineers * Surveyors * Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 932-8335

REG. FIRM NUMBER	64091
DRAWN BY	JAMES CALAGHAN
DESIGNED BY	MIKE WARNKE
CHECKED BY	
DATE	MARCH 2018
DISTRICT	
SECTION/TOWNSHIP/RANGE	
SURVEY NUMBER	
FIELD BOOK/PAGES	

DRAWING NUMBER	
PROJECT NUMBER	635501
SURVEY NUMBER	
SHEET	5 OF 31

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

GRADING PLAN

PROVIDE 2- 1 ¼" CONDUITS 215 LB PULL CORD STUB UP IN JUNCTION BOX FOR FUTURE USE

MATCH EXISTING PAVEMENT

MATCH EXISTING PAVEMENT

MATCH EXISTING PAVEMENT

PROPOSED R-TANK UNDERGROUND STORM WATER SYSTEM SEE SHEETS 25-30 FOR DETAILS

EXISTING ONE STORY STUCCO BUILDING SHERIFF STATION FFE = 15.33

LEO ONLY

LEO ONLY

EX.12.27

EX.11.20

EX.12.04

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

N 80°14'53" E 978.36'

S 10°48'31" E 12.44'

COASTAL CONSTRUCTION CONTROL LINE PLAT BOOK 13, PAGE 23 A-D

AT&T DIRECT BURIED COPPER CABLE FEEDING PIER SHOP PLACED APPROXIMATELY 24" DOC TO REMAIN

CONSTRUCT HEADER CURB SEE SHEET 11 FOR DETAILS

EXISTING VEGETATION TO REMAIN UNDISTURBED

APPROXIMATE LOCATION EXISTING DUNE

20 10 0 20

GRAPHIC SCALE IN FEET

FULL SIZE 1" = 20'

HALF SIZE 1" = 40'

LEGEND:

R/W Right of way
BM Benchmark
ELEV Elevation
INV Invert
P.C.C. Point of compound curvature
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Road sign
Soil boring
Sewer clean-out
Sprinkler control valve
Sanitary sewer manhole
Sewer valve marker
Telephone equipment
Gas marker
Telephone marker
Water meter
Water valve
Wood post
Guard post
G Gas line
SS Sanitary sewer line
UE Underground electric line
W Waterline
FM Force main
Palm tree
- CAPPED REBAR FOUND
- SHRUB
- TREE
HDPE - HIGH DENSITY POLYETHYLENE PIPE
PB - PLAT BOOK
RCP - REINFORCED CONCRETE PIPE
PVC - POLYVINAL CHLORIDE
INV - INVERT OF STRUCTURE
TE - THROAT ELEVATION
RE - RIM ELEVATION
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PROPOSED DEMOLITION
RIGHT TURN LANE ASHALT
PROPOSED ASPHALT
EXISTING ASPHALT
PROPOSED STAMPED ASPHALT
PROPOSED CONCRETE
EXISTING CONTOUR
PROPOSED CONTOUR
SPLIT RAIL FENCE
SILT FENCE
FLOW ARROW
XX.XX PROPOSED SPOT ELEVATION
EX. XX.XX EXISTING SPOT ELEVATION

MIKE J WARNKE LICENSE No PE64091 STATE OF FLORIDA PROFESSIONAL ENGINEER

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DRAWN BY: AMY OTAUGHLIN
CHECKED BY:
QA/QC MANAGER: DAVID FORTE
DATE: MARCH 2018
DISTRICT: 4
SECTION/ TOWNSHIP/ RANGE:
BID DIA. PAGE NO.: 64091
SURVEY DATE:
PERMIT DATE:

NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER
PROJECT NUMBER 635501
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SHEET 6 OF 31

PROVIDE 2- 1 ¼" CONDUITS 215 LB PULL CORD STUB UP IN JUNCTION BOX FOR FUTURE USE

MATCH EXISTING PAVEMENT

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

PROPOSED R-TANK UNDERGROUND STORM WATER SYSTEM SEE SHEETS 25-30 FOR DETAILS

PROPOSED JUNCTION BOX STRUCTURE D1 TOP EL =12.34 INV EL (N) = 3.72 EX. INV EL (S) = 6.14

EXISTING 24" RCP DISCHARGE PIPE TO REMAIN

CONSTRUCT 2 LF 24" RCP @ 3.00% SLOPE CONNECT TO R-TANK INV EL (N) = 6.20 SEE R-TANK DETAILS

CONSTRUCT 2 LF 18" RCP @ 2.50% SLOPE CONNECT TO R-TANK INV EL (N) = 7.70 SEE R-TANK DETAILS

CONSTRUCT 38 LF 18" RCP @ 1.32% SLOPE

CONNECT TO R-TANK INV EL (S) = 7.30 SEE R-TANK DETAILS

PROPOSED TYPE F INLET STRUCTURE B2 TOP EL = 11.90 INV EL (N) = 7.80 INV EL (E) = 8.30

AT&T DIRECT BURIED COPPER CABLE FEEDING PIER SHOP PLACED APPROXIMATELY 24" DOC TO REMAIN

EXISTING ONE STORY STUCCO BUILDING SHERIFF STATION FFE = 15.33

PROPOSED JUNCTION BOX TOP EL = 13.20 INV EL = 0.49 - TIE IN EXISTING 36" RCP INV EL = 4.33 - 12" PVC PIPE SEE SHEET 14 FOR DETAIL STRUCTURE A2

CONSTRUCT 2 LF 12" PVC PIPE TO R-TANK CONNECT TO R-TANK INV EL (N) = 4.33 SEE R-TANK DETAILS

PROPOSED TYPE F INLET STRUCTURE C1 TOP EL = 11.95 INV EL (S) = 7.75

EXISTING INLET

EXISTING 36" PIPE TO REMAIN

MATCH EXISTING PAVEMENT

MATCH EXISTING PAVEMENT

PROPOSED TYPE F INLET STRUCTURE B1 TOP EL = 12.50 INV EL = 9.40

CONSTRUCT 131 LF 18" RCP @ 0.84% SLOPE

CONSTRUCT HEADER CURB SEE SHEET 11 FOR DETAILS

EXISTING VEGETATION TO REMAIN UNDISTURBED

APPROXIMATE LOCATION EXISTING DUNE

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

S 10°48'51" E 12.44'

N 80°14'53" E 978.36'

COASTAL CONSTRUCTION CONTROL LINE PLAT BOOK 13, PAGE 23 A-D

S 10°48'51" E 548.91'

LEO ONLY

GRAPHIC SCALE IN FEET
20 10 0 20
FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:
R/W Right of way
BM Benchmark
ELEV Elevation
INV Invert
P.C.C. Point of compound curvature
P.I. Point of intersection
S.R.I.A. Santa Rosa Island Authority
1/2" Capped iron rod found #1748
1/2" Capped iron rod set #7073
4"x4" Concrete monument found #noted
Nail and flag set
Backflow preventor
Electric equipment
Fire hydrant
Flag pole
Ground light
Light pole with base
Road sign
Soil boring
Sewer clean-out
Sprinkler control valve
Sanitary sewer manhole
Sewer valve marker
Telephone equipment
Gas marker
Telephone marker
Water meter
Water valve
Wood post
Guard post
G Gas line
SS Sanitary sewer line
UE Underground electric line
W Waterline
FM Force main
Palm tree
- CAPPED REBAR FOUND
- SHRUB
- TREE

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INV - INVERT OF STRUCTURE
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RE - RIM ELEVATION
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IE - INVERT ELEVATION OF PIPE

PROPOSED DEMOLITION
RIGHT TURN LANE ASHALT
PROPOSED ASPHALT
EXISTING ASPHALT
PROPOSED STAMPED ASPHALT
PROPOSED CONCRETE
EXISTING CONTOUR
PROPOSED CONTOUR
SPLIT RAIL FENCE
SILT FENCE
FLOW ARROW
XX.XX PROPOSED SPOT ELEVATION
EX. XX.XX EXISTING SPOT ELEVATION

MIKE J WARNKE LICENSE No PE64091 STATE OF FLORIDA PROFESSIONAL ENGINEER

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
PROPOSED DRAINAGE PLAN

VOLKERT
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Telephone (850) 512-8935

REG. P.E. & L.S. NO. 64091
DATE
DESIGNED BY MIKE WARNKE
CHECKED BY
DRAWN BY AMY OTAUGHEIN
DATE MARCH 2018
FIELD BOOK PAGES
QUALITY MANAGER DAVID STUDSTILL
DISTRICT 4
SECTION TOWNSHIP RANGE
APPROVED BY
DATE
REVISIONS
NUMBER

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 7 OF 31

MIKE J WARNKE
LICENSE
No PE64091
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

EXISTING SOUTHERN LIGHT HAND HOLE
TO BE BROUGHT TO GRADE
CONTRACTOR TO CONFIRM EXISTING HAND HOLE IS TRAFFIC RATED
IF NOT, HAND HOLE TO BE REPLACED

MATCH EXISTING CURB AND GUTTER

CONSTRUCT 3' CURB TRANSITION

CONSTRUCT 24" THERMOPLASTIC STOP BAR
SEE SHEET 15 FOR DETAIL

CONSTRUCT THERMOPLASTIC TRAFFIC ARROW
SEE SHEET 15 FOR DETAIL

NEW R/W

OLD R/W

CONSTRUCT DOUBLE YELLOW 6"
THERMOPLASTIC LINES
SEE SHEET 15 FOR DETAIL

CONSTRUCT 6" WHITE EDGE LINE

CONSTRUCT THERMOPLASTIC TRAFFIC ARROW
SEE SHEET 15 FOR DETAIL

MATCH EXISTING CURB AND GUTTER

CONSTRUCT 12' TURN LANE
SEE SHEETS 8-10,13, 15-17 FOR DETAILS

MATCH EXISTING ASPHALT

FORT PICKENS ROAD

EAST BOUND

0+50.00
1+00.00
1+50.00
2+00.00
2+50.00
3+00.00
3+50.00

105.50'
50'
20'
R10'

EXISTING GAS LINE
CONSTRUCT 6" WHITE EDGE LINE
SANITARY VALVE
CONSTRUCT TYPE F CURB AND GUTTER

N
W E
S

20 10 0 20
GRAPHIC SCALE IN FEET
FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:
R/W Right of way
BM Benchmark
ELEV Elevation
INV Invert
P.C.C. Point of compound curvature
P.I. Point of intersection
S.R.I.A. Santa Rosa Island Authority
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Sanitary sewer manhole
Sewer valve marker
Telephone equipment
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Telephone marker
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PROPOSED CONCRETE
10 EXISTING CONTOUR
10 PROPOSED CONTOUR
SPLIT RAIL FENCE
SILT FENCE
FLOW ARROW
XX.XX PROPOSED SPOT ELEVATION
EX. XX.XX EXISTING SPOT ELEVATION

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
PROPOSED RIGHT TURN LANE
CONSTRUCTION PLAN

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DATE: MARCH 2018
FIELD BOOK, PAGES:
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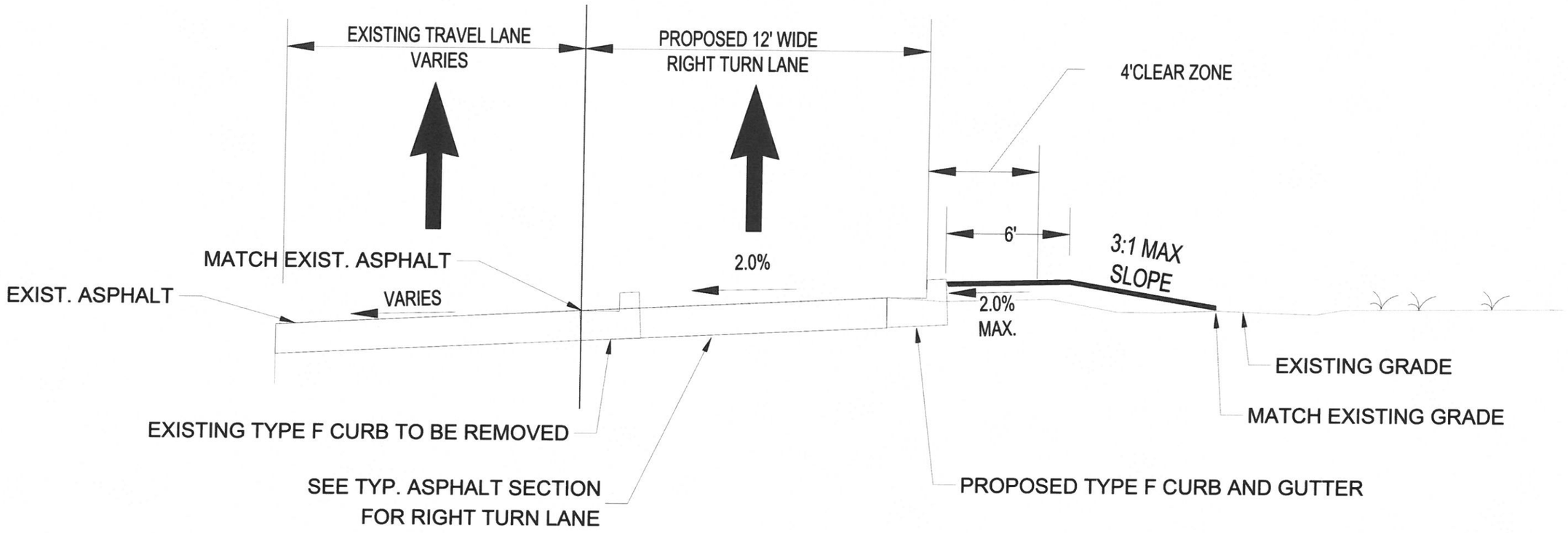
SHEET 8 OF 31

*SEE LANDSCAPING PLAN FOR REQUIRED PLANTING



RIGHT TURN LANE TYPICAL CROSS SECTION

N.T.S.

MIKE J WARNKE
LICENSE
No PE64091
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
TYPICAL RIGHT TURN LANE SECTION

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DISTRICT:	4
SECTION / TOWNSHIP / RANGE:	
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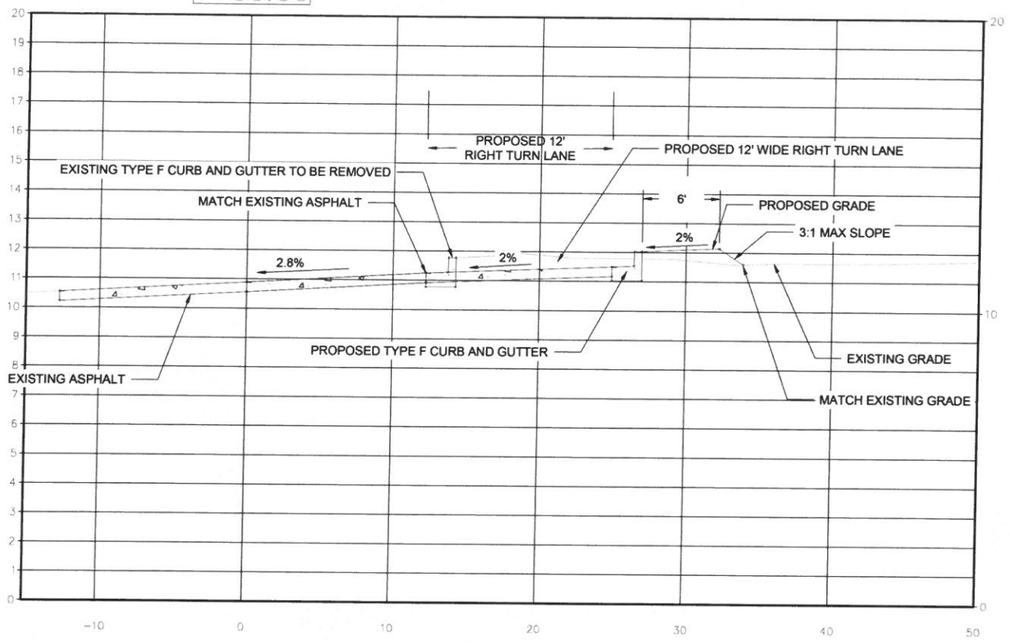
SHEET 9 OF 31

1+50.00



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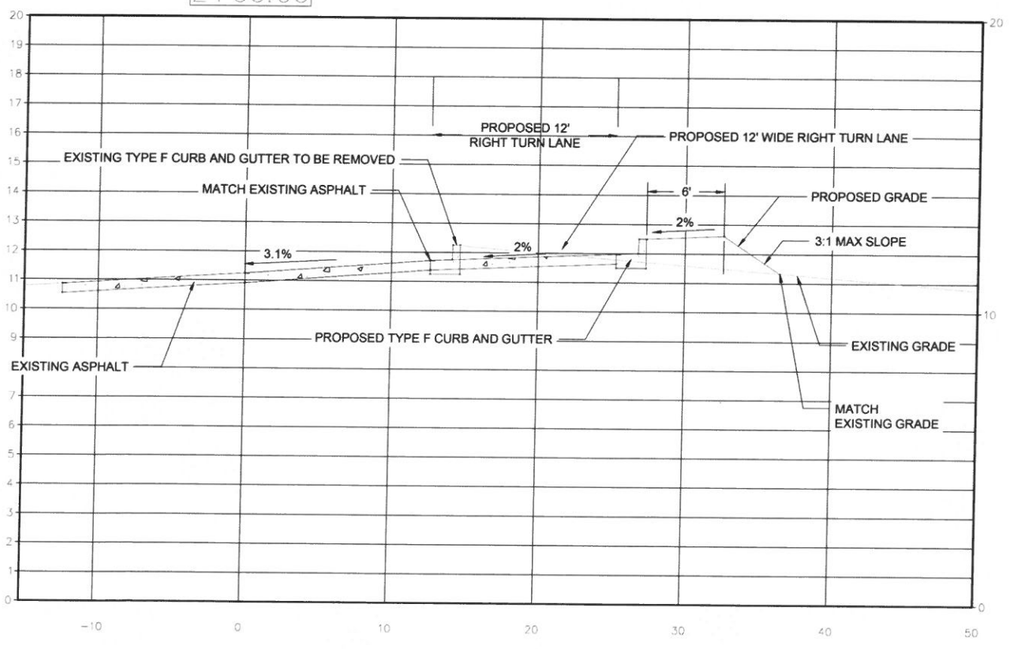

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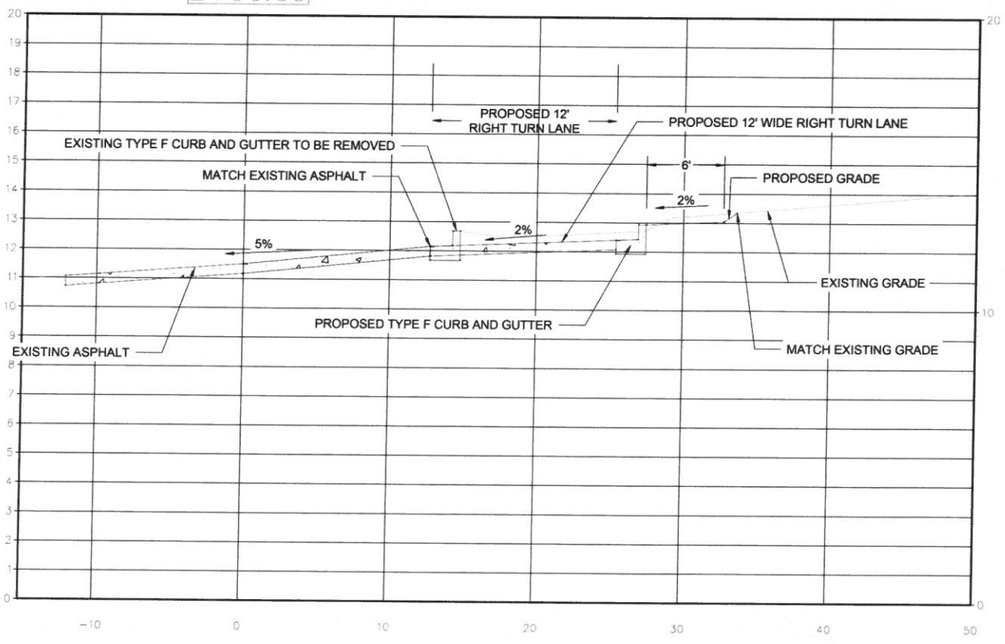

MIKE J WARNKE
LICENSE
No PE64091
STATE OF FLORIDA
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PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

TURN LANE CROSS SECTIONS

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QA/QC MANAGER:	DAVID FORTE
DATE:	MARCH 2018
DISTRICT	4
SECTION/ TOWNSHIP/ RANGE	
FILE/ SIGNAL NAMES	

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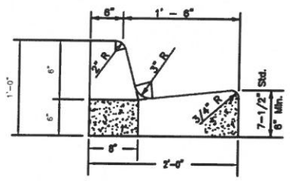
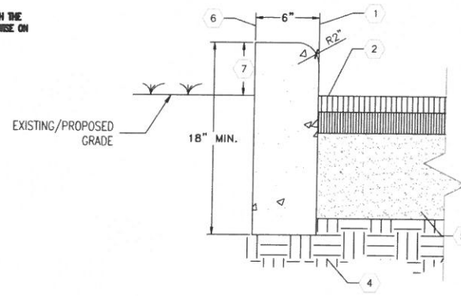
SHEET 10 OF 31

*NOTE: WHEN USED ON THE HIGH SIDE OF THE ROADWAY, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6", UNLESS SHOWN OTHERWISE ON THE PLANS.



F.D.O.T. TYPE "F"
CURB & GUTTER DETAIL
N.T.S.



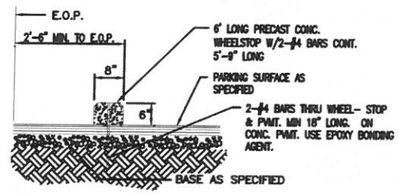
KEYED NOTES

1. LINE OF FACE OF CURB (CURB GRADE SHOWN ON PLAN).
2. PAVEMENT AT GRADE SHOWN ON PLAN.
3. N/A.
4. PREPARED SUB-GRADE.
5. STONE BASE.
6. LINE FOR BACK OF CURB.

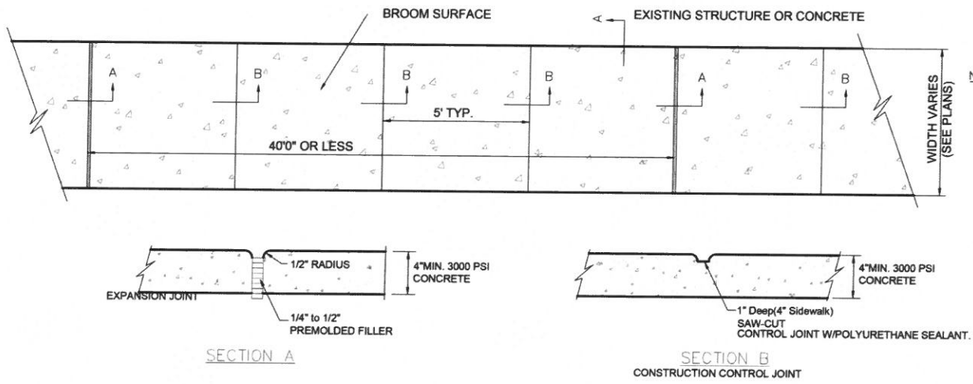
NOTE:
ALL CURBS TO HAVE 3/4" EXPANSION JOINTS AT MAXIMUM 100 FEET WITH DOWELS AND CONTROL JOINTS AT MAX. 20 FEET.

7. CONTRACTOR TO PROVIDE 6" REVEAL ON BACKSIDE OF CURB TO HELP PREVENT SAND INTRUSION INTO PARKING AREA

VERTICAL / HEADER CURB
N.T.S.



CONCRETE WHEELSTOP/
BUMPER BLOCK DETAIL
N.T.S.



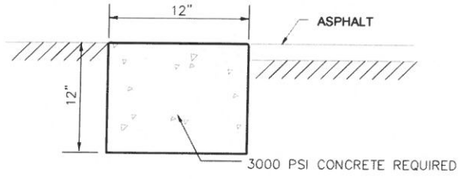
SECTION A

SECTION B
CONSTRUCTION CONTROL JOINT

CONCRETE WALK DETAIL
N.T.S.

NOTES:

1. ALL EXPANSION /CONTROL JOINTS SHALL BE FILLED WITH SIKAFLEX-1C SL (OR APPROVED EQUAL) SEALANT. JOINTS SHALL BE TAPED PRIOR TO SEALING TO ENSURE A CLEAN EDGE.
2. ALL CONCRETE WALKING SURFACES SHALL BE A FINE BROOM FINISH.
3. ALL CONCRETE WALKWAYS SHALL HAVE FIBER MESH REINFORCEMENT.
4. CONSTRUCTION AND EXPANSION JOINTS ARE REQUIRED AS PER ESCAMBIA COUNTY STANDARD SPECIFICATIONS LATEST EDITION.



TYP. 12" CONCRETE
RIBBON CURB DETAIL
N.T.S.

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

STANDARD DETAILS

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QA/QC MANAGER:	DAVID FORTE
CHECKED BY:	
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REGISTERED ENGINEER: MIKE J. WARNKE	LICENSE NUMBER: 64091
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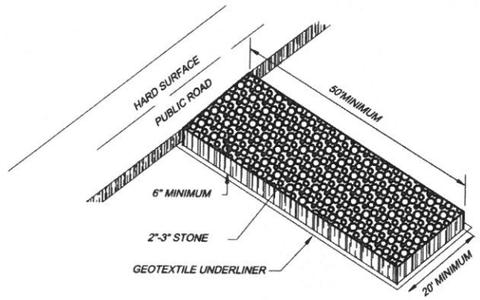
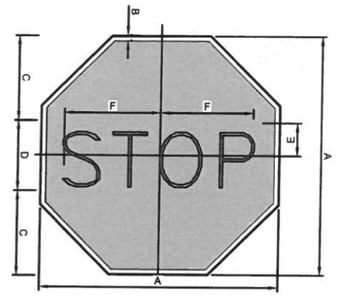
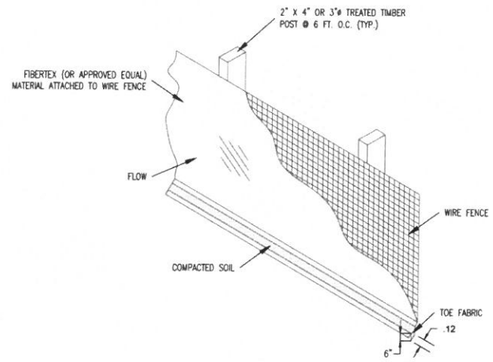


CONSTRUCTION ENTRANCE DETAIL
N.T.S.



A	B	C	D	E	F
30"	0.75"	10"	10C	5"	12.5'

R1-1 STOP SIGN DETAIL
N.T.S.

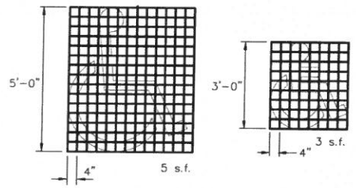


SILT FENCE DETAIL
N.T.S.

NOTES

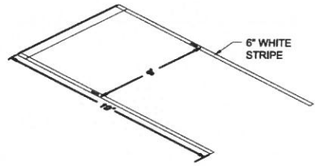
1. TOP PORTION OF R7-8 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. R7-8 MAY BE FABRICATED ON ONE PANEL OR TWO.
4. SIGNS ARE TO BE MOUNTED AT STANDARD HEIGHT. (7' FROM PAVMENT TO BOTTOM OF SIGN).

HANDICAP SIGN
N.T.S.

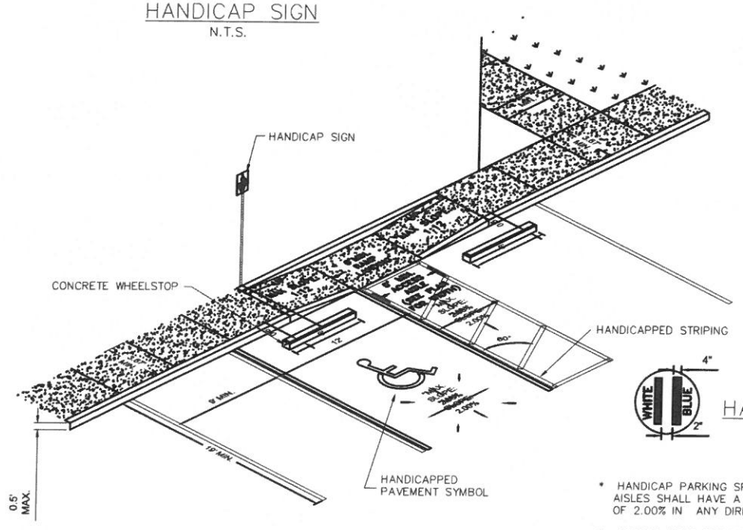


USE OF PAVEMENT SYMBOL IN HANDICAPPED PARKING SPACES IS OPTIONAL, WHEN USED THE SYMBOL SHALL BE 3 OR 5 FT. HIGH AND WHITE IN COLOR.

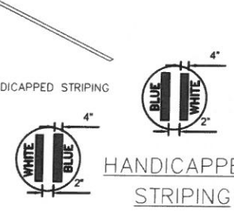
HANDICAPPED
PAVEMENT SYMBOL
N.T.S.



TYPICAL PARKING SPACE
N.T.S.

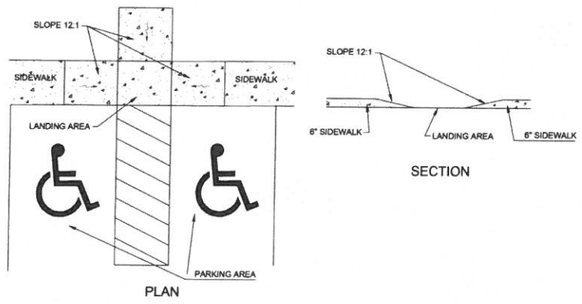


HANDICAP DETAIL
N.T.S.

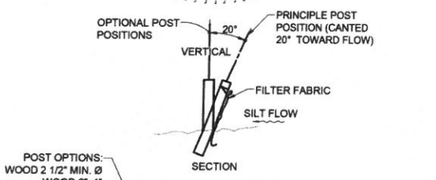


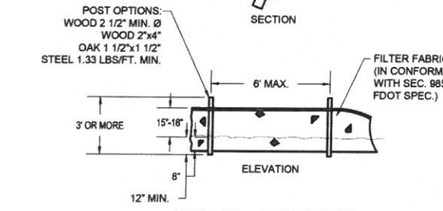
HANDICAPPED
STRIPING
N.T.S.

- HANDICAP PARKING SPACES & ACCESS AISLES SHALL HAVE A MAXIMUM GRADIENT OF 2.00% IN ANY DIRECTION
- ACCESS AISLE FOR VAN ACCESSIBLE HANDICAP PARKING SHALL BE 8' WIDE
- SEE PLAN FOR WIDTH

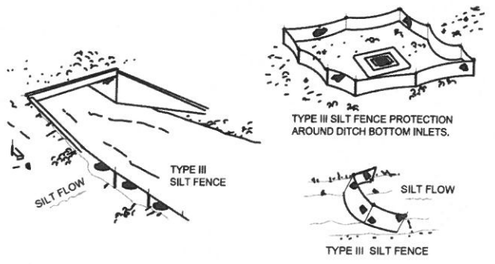


HANDICAP RAMP DETAIL
N.T.S.





TYPE III SILT FENCE



NOTE:
DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

SILT FENCE APPLICATIONS DETAIL
N.T.S.

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

STANDARD DETAILS

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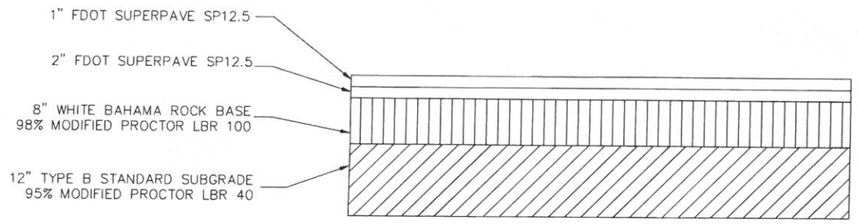
Telephone (850) 572-8935
FIRM LC #00000 LB #00000

DESIGNED BY: MIKE WARNKE	CHECKED BY:	DRAWN BY: AMY O'LAUGHLIN	DISTRICT 4
QA/QC MANAGER: DAVID FORTE		DATE: MARCH 2018	SECTION/ TOWNSHIP/ RANGE
FIELD BOOK/ PAGES:			

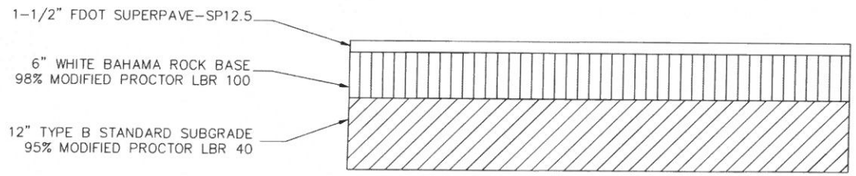
NUMBER	REVISIONS	DATE	APPROVED/DATE

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 12 OF 31



RIGHT TURN LANE TYPICAL ASPHALT SECTION

N.T.S.



TYPICAL ASPHALT SECTION

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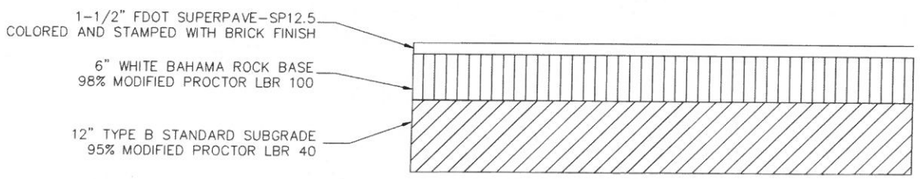
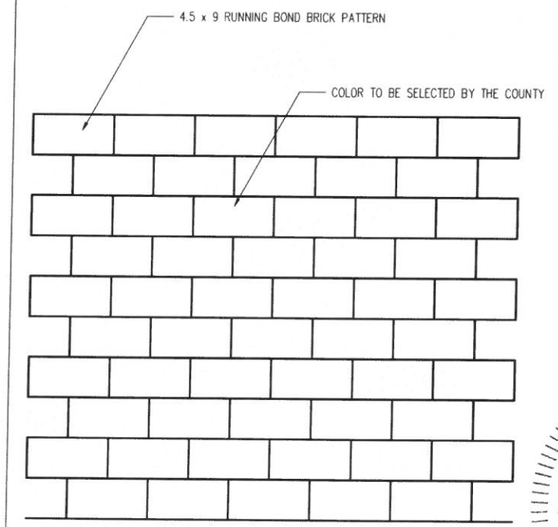


STAMPED COLORED ASPHALT DETAIL

N.T.S.

NOTES:
1) COLOR TO BE SELECTED BY THE COUNTY



STAMPED ASPHALT PLAN VIEW PATTERN

MIKE J WARNKE LICENSE No PE64091 STATE OF FLORIDA PROFESSIONAL ENGINEER

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

STANDARD DETAILS

VOLKERT
Engineering • Surveying • Environmental
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 932-8935

DRAWN BY:	DESIGNED BY:	CHECKED BY:	DISTRICT
AMY O'LAUGHLIN	MIKE WARNKE		4
DATE:	QA/QC MANAGER:		SECTION/ TOWNSHIP/ RANGE
MARCH 2018	DAVID FORTE		
FIELDBOOK/ PAGES:			

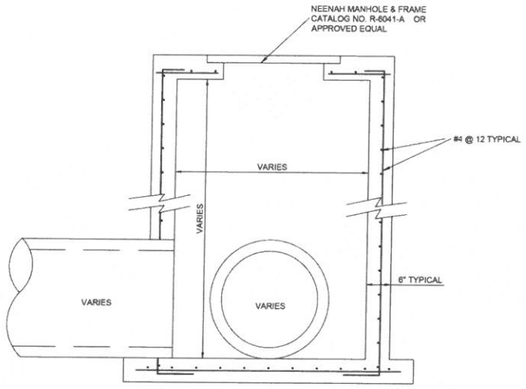
NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER

PROJECT NUMBER 635501

SURVEY NUMBER

SHEET 13 OF 31



TYPICAL JUNCTION BOX DETAIL

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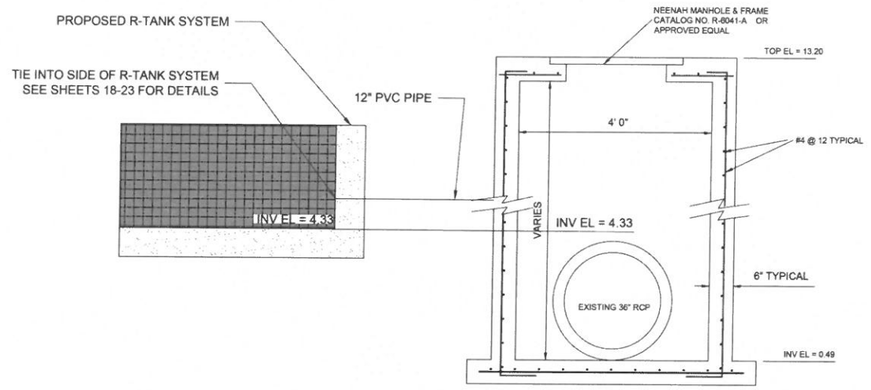
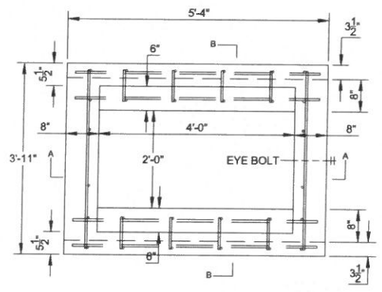
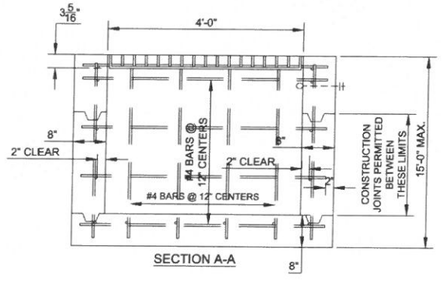


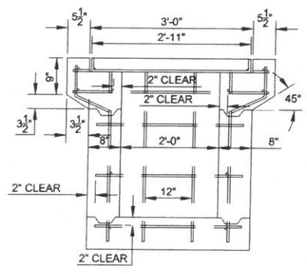
JUNCTION BOX - STRUCTURE A2

N.T.S.

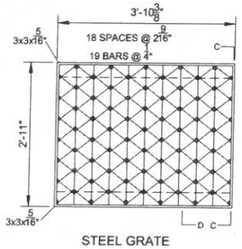




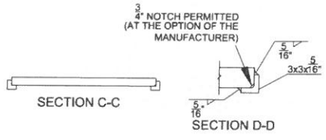
SECTION A-A



SECTION B-B



STEEL GRATE

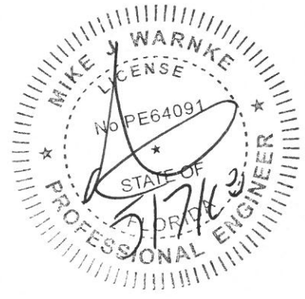


SECTION C-C

SECTION D-D

TYPE "F" INLET

N.T.S.



PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

STANDARD DETAILS

VOLKERT
Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 934-9445

DRAWN BY:	AMY O'LAUGHLIN
DESIGNED BY:	MIKE WARNKE
CHECKED BY:	
DATE:	MARCH 2018
QA/QC MANAGER:	DAVID FORTE
DISTRICT:	4
REGISTERED ENGINEER (NAME AND NO.):	64091
SIGNATURE:	
SECTION / TOWNSHIP / RANGE:	

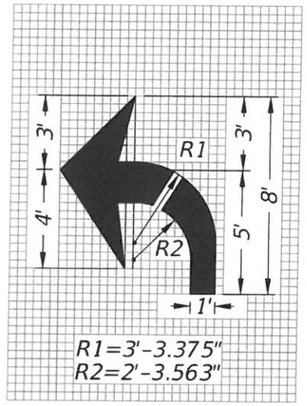
NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER

PROJECT NUMBER 635501

SURVEY NUMBER

SHEET 14 OF 31



Turn Lane-Use Arrow (Left Turn Shown - Right Turn Similar by Opposite Hand)

17 S.F.

NOTES:

1. *When an arrow and a pavement message are used together, locate the arrow 25' downstream from the pavement message. Measure the distance from the base of the arrow to the base of the pavement message.*
2. *Place stop message 25' back from the stop line.*
3. *Dimensions are within 1" ±.*
4. *All grids are 4" x 4".*

Solid Edge Line or Lane Line — 6"

Solid Channelizing Line — 8", 12" or 18"

Two-Lane Passing Prohibited Lines — 6", 4", 6"

Double Solid Lines — 6", 4", 6"

12" Solid Pedestrian Crosswalk Line
24" Solid Stop Line — 12" or 24"

2'-4' Dotted Guide Line — 6"

2'-2' Dotted Extension Line — 12"

6'-10' Dotted Extension Line — 10' 10' 10' 10' 10' 10' 10' 10' 10' 10' 10' 10' 10'; 6' 6' 6' 6' 6' 6' 6' 6' 6' 6' 6' 6' 6'; 6"

3'-9' Dotted Interchange Line — 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9'; 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3'; 6"

3'-9' Dotted Lane Drop Line — 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9'; 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3'; 12"

10'-30' Skip Line — 10' 30' 10' 30' 10' 30' 10' 30' 10'; 6"

PAVEMENT MARKING LINES

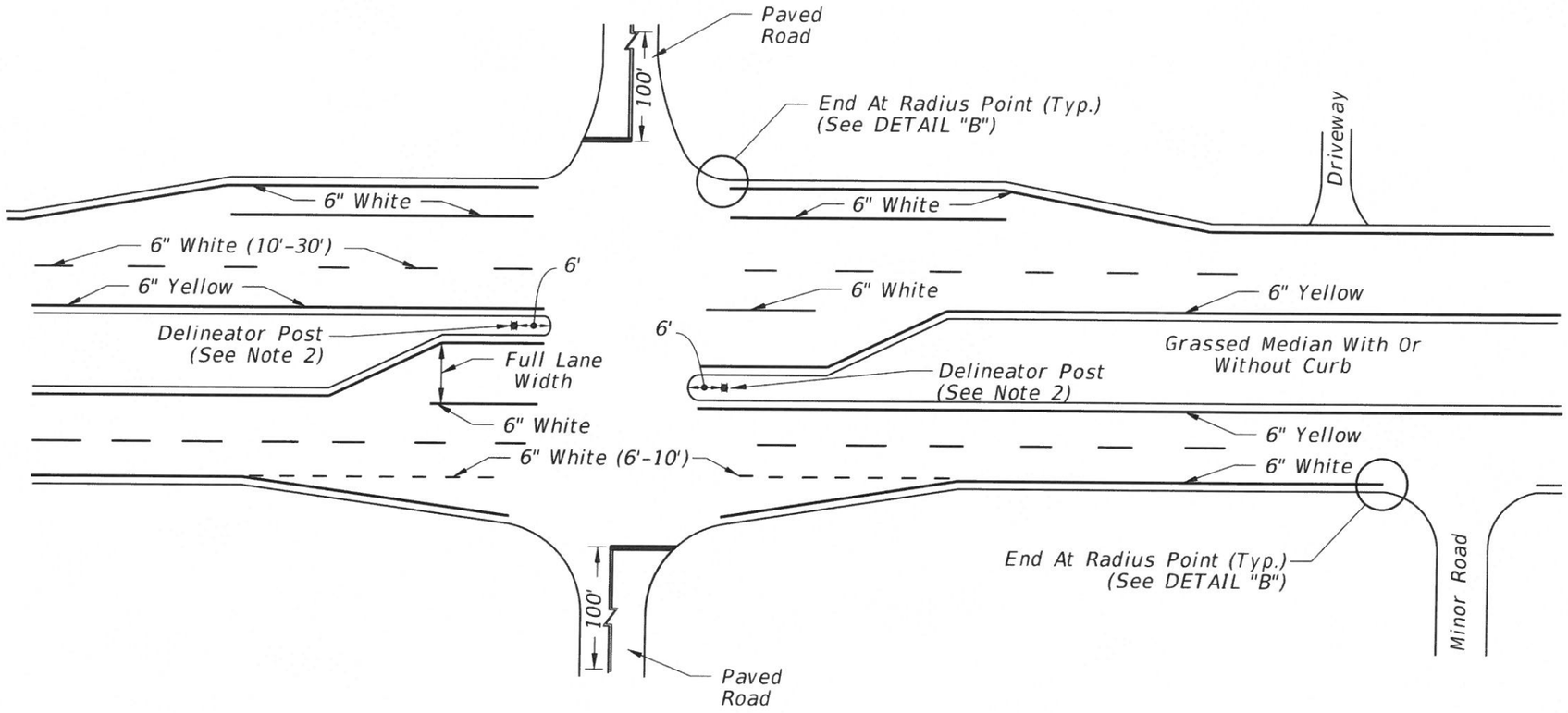
PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
STANDARD DETAILS

VOLKERT
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone: (850) 932-9855

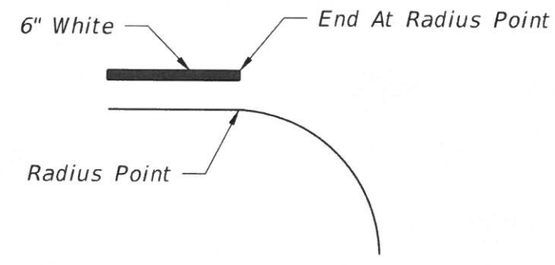
DESIGNED BY: MIKE WARNKE
DRAWN BY: AMY OLAUGHLIN
CHECKED BY:
QA/QC MANAGER: DAVID FORTE
DATE: MARCH 2018
DISTRICT: 4
FED.ROAD DIST.NO.: 64091
SIGNATURE:
SECTION / TOWNSHIP / RANGE:

NUMBER | REVISIONS | DATE | APPROVED BY

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 15 OF 31



PAVEMENT MARKINGS FOR INTERSECTIONS WITH MAJOR AND MINOR ROADS



DETAIL "B"

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

STANDARD DETAILS

VOLKERT
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-4935

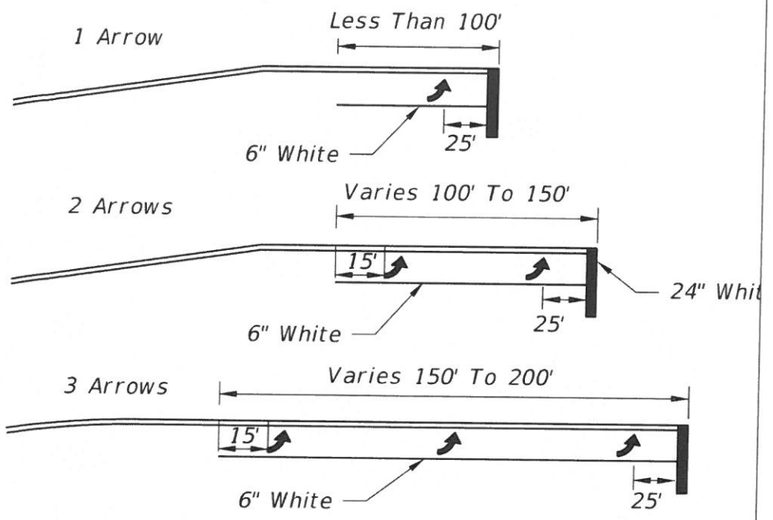
DRAWN BY:	AMY O'LAUGHLIN
DESIGNED BY:	MIKE WARNKE
CHECKED BY:	QAQC MANAGER
DETAILED BY:	DAVID FORTE
DATE:	MARCH 2018
FIELD BOOK / PAGES:	
PROJECT MANAGER (PM) NO.	64091
DISTRICT	4
SECTION / TOWNSHIP / RANGE	
SIGNATURE:	

NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER

PROJECT NUMBER 635501

SURVEY NUMBER



Arrow should be evenly spaced between first and last arrow. Turn lanes longer than 200' add one arrow for each 100' additional length.

ARROW SPACING

NOTES:

1. *This Index also applies to right turn lanes.*
2. *Make pavement marking yellow for left-turn lanes and white for right-turn lanes.*

MIKE J WARNKE LICENSE No PE64091 STATE OF FLORIDA PROFESSIONAL ENGINEER

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

STANDARD DETAILS

VOLKERT Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone: (850) 932-8835

DESIGNED BY:	MIKE WARNKE
CHECKED BY:	
DRAWN BY:	AMY O'LAUGHLIN
QA/QC MANAGER	DAVID FORTE
DISTRICT	4
DATE:	MARCH 2018
FIELD BOOK / PAGES	
SECTION / TOWNSHIP / RANGE	
REGISTRATION NO.	64091
DATE:	
SIGNATURE:	

NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER

PROJECT NUMBER 635501

SURVEY NUMBER

PROPOSED INLET
TOP EL = 11.95
INV EL = 9.45

R-TANK^{HD} SYSTEM OVERLAY
SCALE: 1" = 25'

NOTE: ENGINEER OF RECORD TO REVIEW, APPROVE AND ENDORSE FINAL SITE SPECIFIC DESIGN.

DATE	REVISION

FOR ADDITIONAL INFORMATION PLEASE CONTACT:
ACF ENVIRONMENTAL 1-800-448-3636
www.acfenvironmental.com

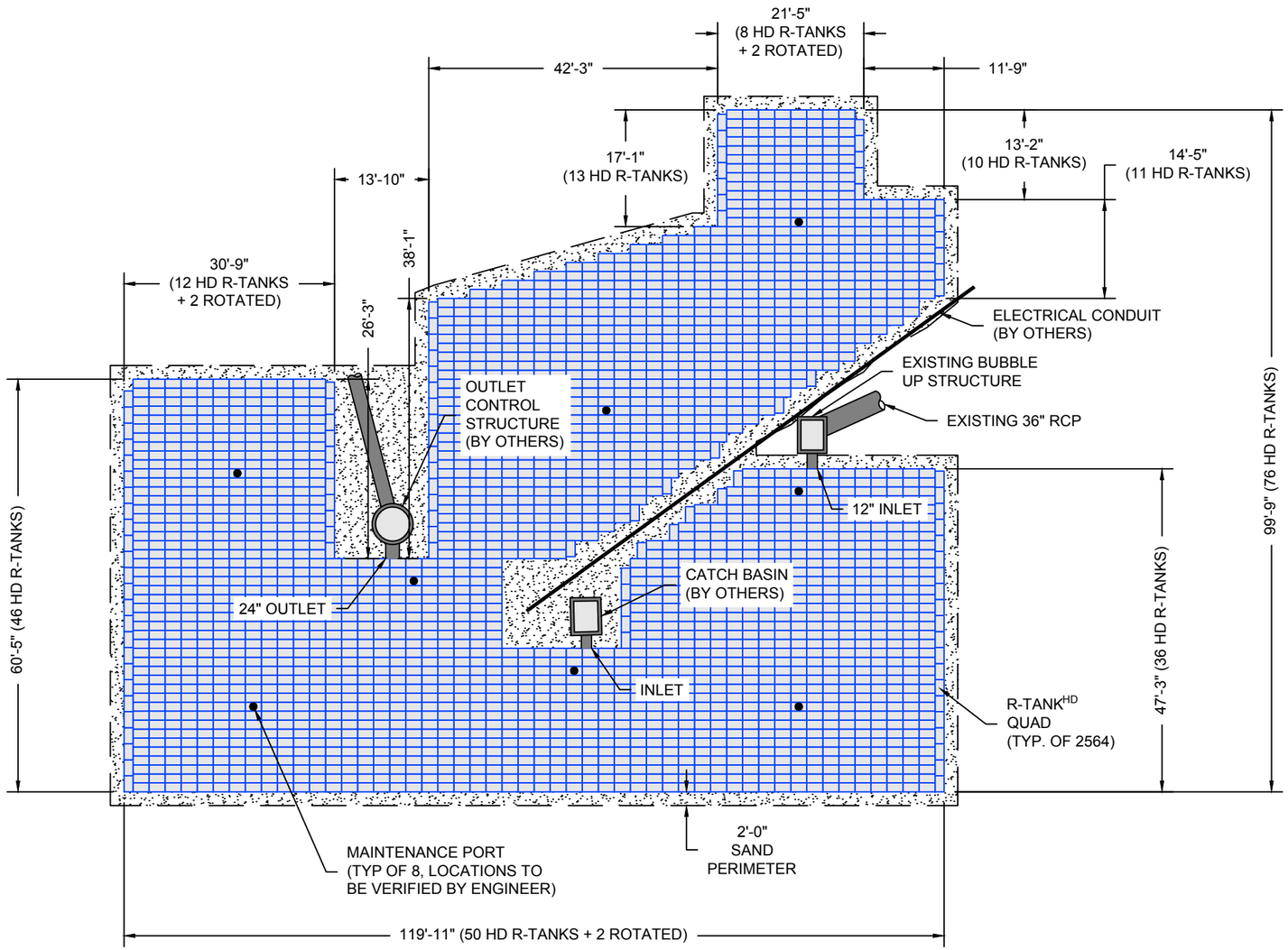
ACF ENVIRONMENTAL
LET'S GET IT DONE

R-TANK^{HD} SYSTEM LAYOUT
CASINO BEACH PARKING AREA
ESCAMBIA, FL
SITE DESIGNATION: INFILTRATION SYSTEM
ACF ENVIRONMENTAL, 1-800-448-3636, www.acfenvironmental.com

DRAWN BY
EDQ

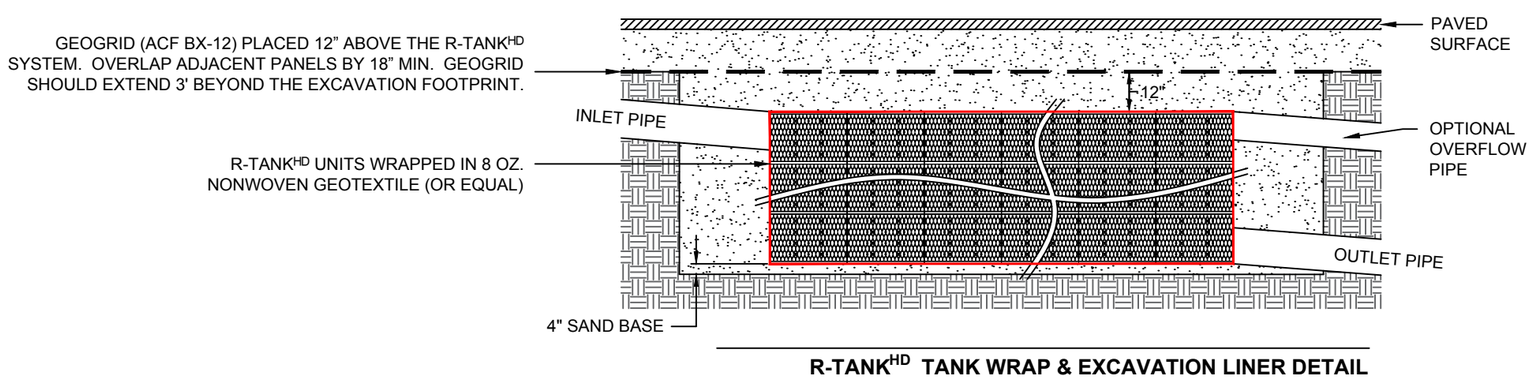
DATE
03/15/18

SHEET NO.
18 OF 31



NOTES:
1. STORAGE VOLUME FROM 4.33 TO 9.40 = 38,014 CF
2. MAXIMUM WATER SURFACE ELEVATION FOR STORAGE VOLUMES = 9.48.

LAYOUT SCALE	1" = 20'
R-TANK^{HD} MODULE TYPE	QUAD
TRAFFIC LOAD	HS-20
# OF QUAD R-TANKS	2,564
R-TANK STORAGE VOLUME	38,614 CF
TANK INVERT	4.33
INVERT OF SAND BASE (4")	4.00
TOP OF R-TANK ELEV.	9.91
TOP OF COVER SAND ELEV. (12")	10.91
ACF BX-12 GEOGRID ELEV.	10.91
MIN. SAND PERIMETER WIDTH	2.0 FT
SEE SHEETS 3 - 6 FOR DETAILS AND ADDITIONAL INFORMATION	



R-TANK^{HD} TANK WRAP & EXCAVATION LINER DETAIL

NOTE: ENGINEER OF RECORD TO REVIEW, APPROVE AND ENDORSE FINAL SITE SPECIFIC DESIGN.

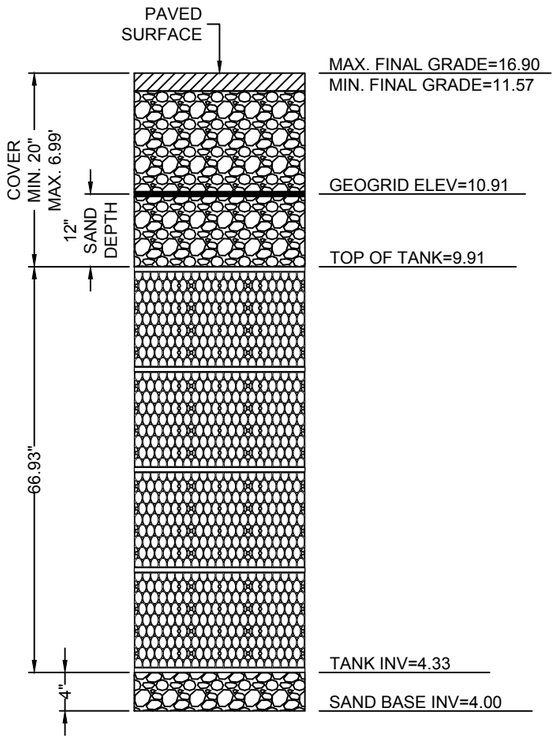
DATE	REVISION

FOR ADDITIONAL INFORMATION PLEASE CONTACT:
ACF ENVIRONMENTAL 1-800-448-3636
www.acfenvironmental.com

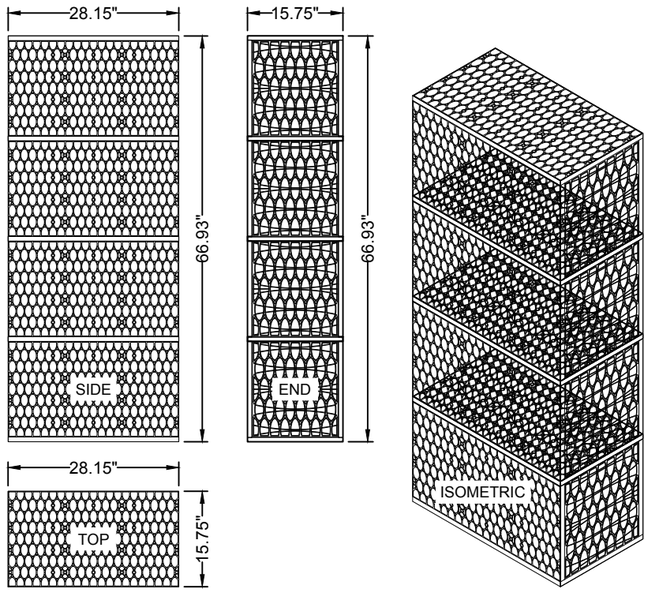
ACF ENVIRONMENTAL
LET'S GET IT DONE

R-TANK^{HD} SYSTEM LAYOUT
CASINO BEACH PARKING AREA
ESCAMBIA, FL
SITE DESIGNATION: INFILTRATION SYSTEM
ACF ENVIRONMENTAL, 1-800-448-3636, www.acfenvironmental.com

DRAWN BY
EDQ
DATE
03/15/18
SHEET NO.
19 OF 31



QUAD R-TANK^{HD} - ELEVATION



MODULE DATA

GEOMETRY:
LENGTH = 28.15 IN. (715 MM)
WIDTH = 15.75 IN. (400 MM)
HEIGHT = 66.93 IN. (1700 MM)
TANK VOLUME = 17.17 CF
STORAGE VOLUME = 16.31 CF
VOID INTERNAL VOLUME: 95%
VOID SURFACE AREA: 90%

LOAD RATING:
33.4 PSI, (MODULE ONLY)
HS20, (WITH ACF COVER SYSTEM)

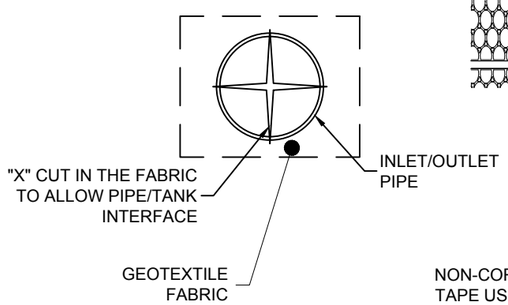
MATERIAL:
100% RECYCLED POLYPROPYLENE

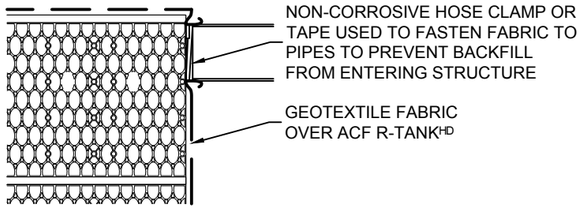
SMALL PLATES PER SEGMENT/TOTAL:
5/20

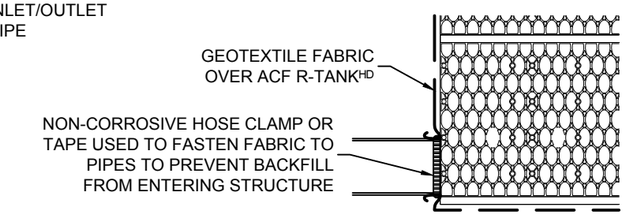
QUAD R-TANK^{HD} - MODULE DETAIL

R-TANK^{HD} QUANTITIES	
R-TANK^{HD} MODULE TYPE	QUAD
# OF QUAD R-TANKS	2,564
R-TANK STORAGE VOLUME	38,614 CF
SAND BED FOOTPRINT	9,649 SF
SAND QUANTITY	809 CY
8 OZ. NON-WOVEN GEOTEXTILE TANK WRAP	22,480 SF (2,498 SY)
ACF BX-12 GEOGRID	12,819 SF (1,424 SY)
12" MAINTENANCE PORTS	8
PIPE BOOTS (UNKNOWN SIZE)	1
12" PIPE BOOTS	1
24" PIPE BOOTS	1
NOTE: SAND QUANTITY INCLUDES 12" OF COVER AND 4" OF BASE.	
NOTE: GEOTEXTILE / LINER QUANTITIES INCLUDE A 15% WASTE FACTOR.	

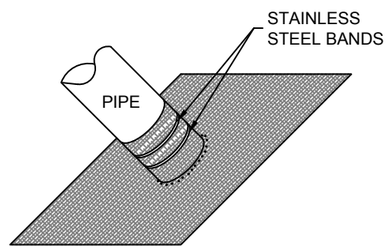
END VIEW OF PIPE/FABRIC CONNECTION.
CUT AN "X" IN THE FABRIC SLIGHTLY LARGER THAN PIPE, PULL THE FABRIC AROUND THE PIPE TO CREATE THE "BOOT" AND THEN SECURE WITH A HOSE-CLAMP.



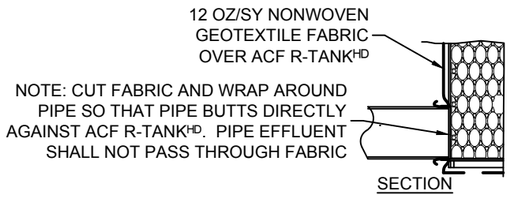


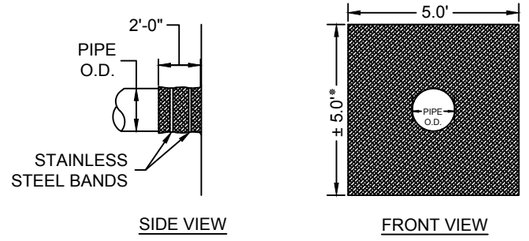


R-TANK^{HD} TYPICAL TANK INLET/OUTLET DETAIL



- 12 OZ/SY NONWOVEN GEOTEXTILE
- FABRIC COLLAR TO FIT OUTSIDE DIAMETER OF INLET/OUTLET PIPE
- * TRIM AS NEEDED





GEOTEXTILE PIPE BOOT FOR R-TANK^{HD}

NOTE: ENGINEER OF RECORD TO REVIEW, APPROVE AND ENDORSE FINAL SITE SPECIFIC DESIGN.

DATE	REVISION

FOR ADDITIONAL INFORMATION PLEASE CONTACT:
ACF ENVIRONMENTAL 1-800-448-3636
www.acfenvironmental.com

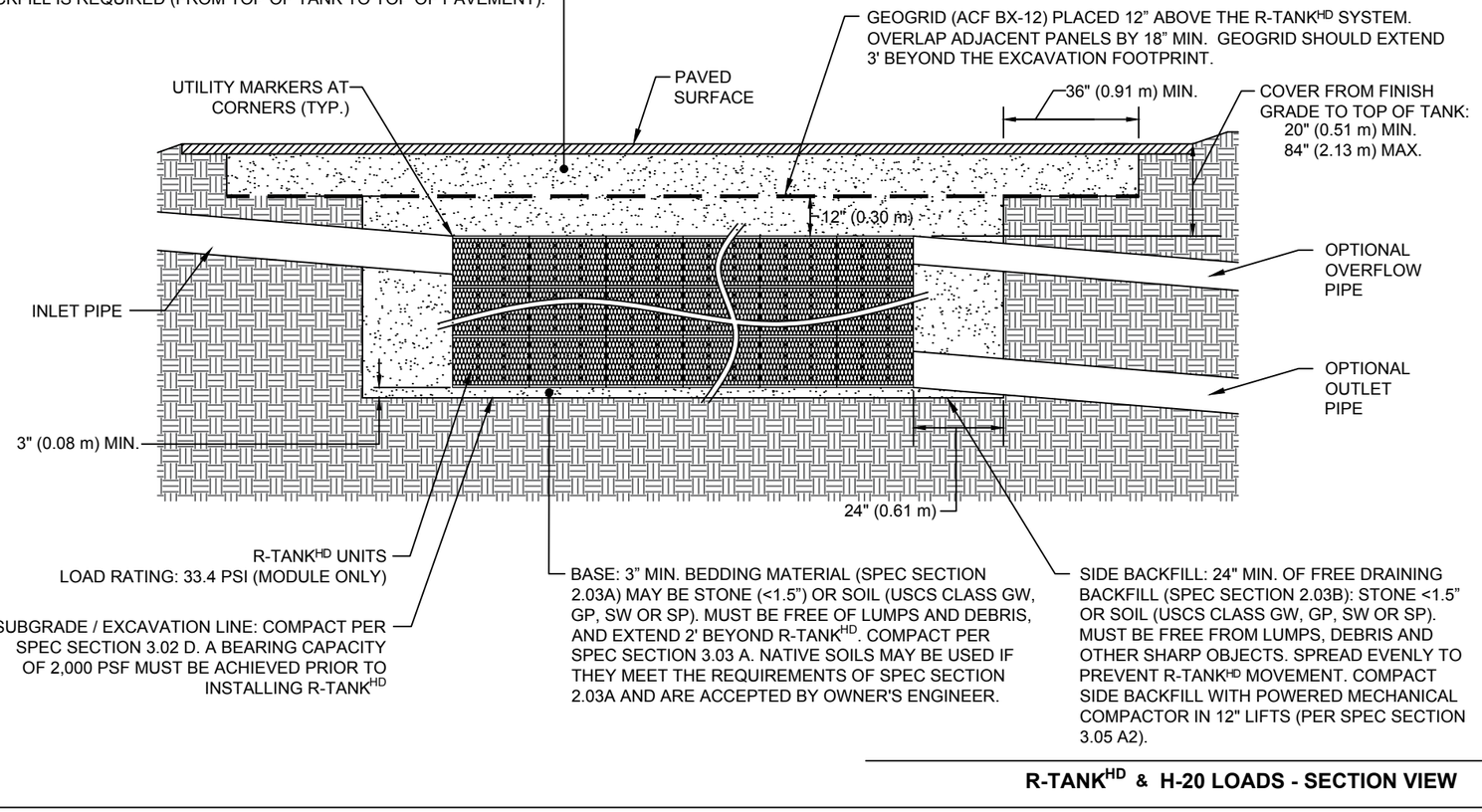
ACF ENVIRONMENTAL
LET'S GET IT DONE

R-TANK^{HD} SYSTEM DETAILS
CASINO BEACH PARKING AREA
ESCAMBIA, FL
SITE DESIGNATION: INFILTRATION SYSTEM
ACF ENVIRONMENTAL, 1-800-448-3636, www.acfenvironmental.com

DRAWN BY: EDQ
DATE: 03/15/18
SHEET NO.: 20 OF 31

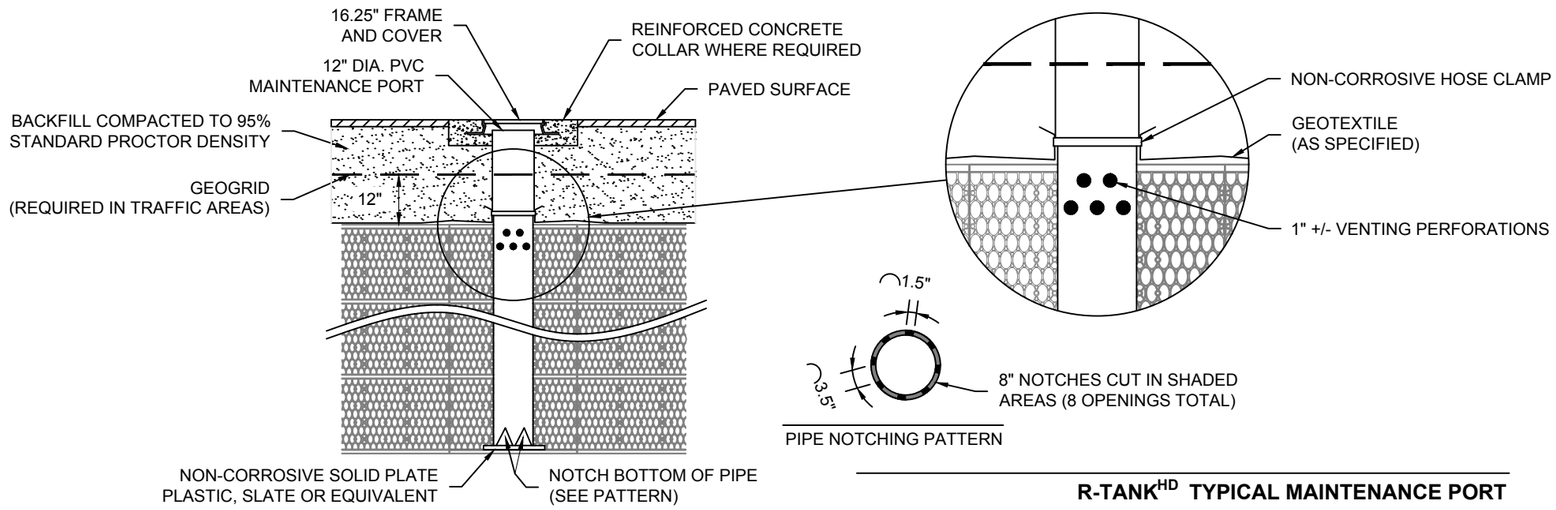
TOTAL COVER: 20” MINIMUM AND 84” MAXIMUM. FIRST 12” MUST BE FREE DRAINING BACKFILL (SPEC SECTION 2.03B): STONE <1.5” OR SOIL (USCS CLASS GW, GP, SW OR SP). ADDITIONAL FILL MAY BE STRUCTURAL FILL (SPEC SECTION 2.03C): STONE OR SOIL (USCS CLASS SM, SP, SW, GM, GP OR GW) WITH MAX CLAY CONTENT<10%, MAX 25% PASSING NO. 200 SIEVE, AND MAX PLASTICITY INDEX OF 4. A MIN. 12” COVER MUST BE MAINTAINED BETWEEN BACKFILL EQUIPMENT AND THE TOP OF THE R-TANK™ SYSTEM AT ALL TIMES. TOTAL HEIGHT OF TOP BACKFILL SHOULD NOT EXCEED 7'. CONTACT ACF ENVIRONMENTAL IF MORE THAN 7' OR LESS THAN 20" OF TOP BACKFILL IS REQUIRED (FROM TOP OF TANK TO TOP OF PAVEMENT).

NOTES:
1. FOR COMPLETE MODULE DATA, SEE APPROPRIATE R-TANK^{HD} MODULE SHEET .
2. INSTALLATIONS PER THIS DETAIL MEET GUIDELINES OF HL-93 LOADING PER THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, CUSTOMARY U.S. UNITS, 7TH EDITION, 2014 WITH 2015 AND 2016 INTERIM REVISIONS.
3. PRE-TREATMENT STRUCTURES NOT SHOWN.
4. FOR INFILTRATION APPLICATIONS, GEOTEXTILE ENVELOPING R-TANK SHALL BE ACF M200 (PER SPEC SECTION 2.02A) AND BASE SHALL BE 4" MIN. UNCOMPACTED FREE DRAINING BACKFILL (SPEC SECTION 2.03A) TO PROVIDE A LEVEL BASE. SURFACE MUST BE SMOOTH, FREE OF LUMPS OR DEBRIS, AND EXTEND 2' BEYOND R-TANK^{HD} FOOTPRINT.



R-TANK^{HD} & H-20 LOADS - SECTION VIEW

NOTES
1. THIS PORT IS USED TO PUMP WATER INTO THE SYSTEM AND RE-SUSPEND ACCUMULATED SEDIMENT SO THAT IT MAY BE PUMPED OUT.
2. MINIMUM REQUIRED MAINTENANCE INCLUDES A QUARTERLY INSPECTION DURING THE FIRST YEAR OF OPERATION AND A YEARLY INSPECTION THEREAFTER. FLUSH AS NEEDED.
3. ONLY R-TANK^{HD} AND R-TANK^{SD} MAY BE USED IN TRAFFIC APPLICATIONS.
4. SEE TRAFFIC LOADING DETAIL FOR MINIMUM & MAXIMUM COVER REQUIREMENTS.



R-TANK^{HD} TYPICAL MAINTENANCE PORT

NOTE: ENGINEER OF RECORD TO REVIEW, APPROVE AND ENDORSE FINAL SITE SPECIFIC DESIGN.

DATE	REVISION

FOR ADDITIONAL INFORMATION PLEASE CONTACT:
ACF ENVIRONMENTAL 1-800-448-3636
www.acfenvironmental.com

ACF ENVIRONMENTAL
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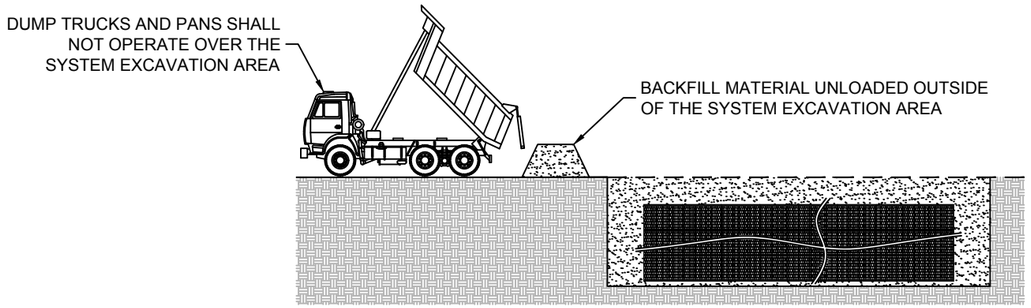
R-TANK^{HD} SYSTEM DETAILS
CASINO BEACH PARKING AREA
ESCAMBIA, FL
SITE DESIGNATION: INFILTRATION SYSTEM
ACF ENVIRONMENTAL, 1-800-448-3636, www.acfenvironmental.com

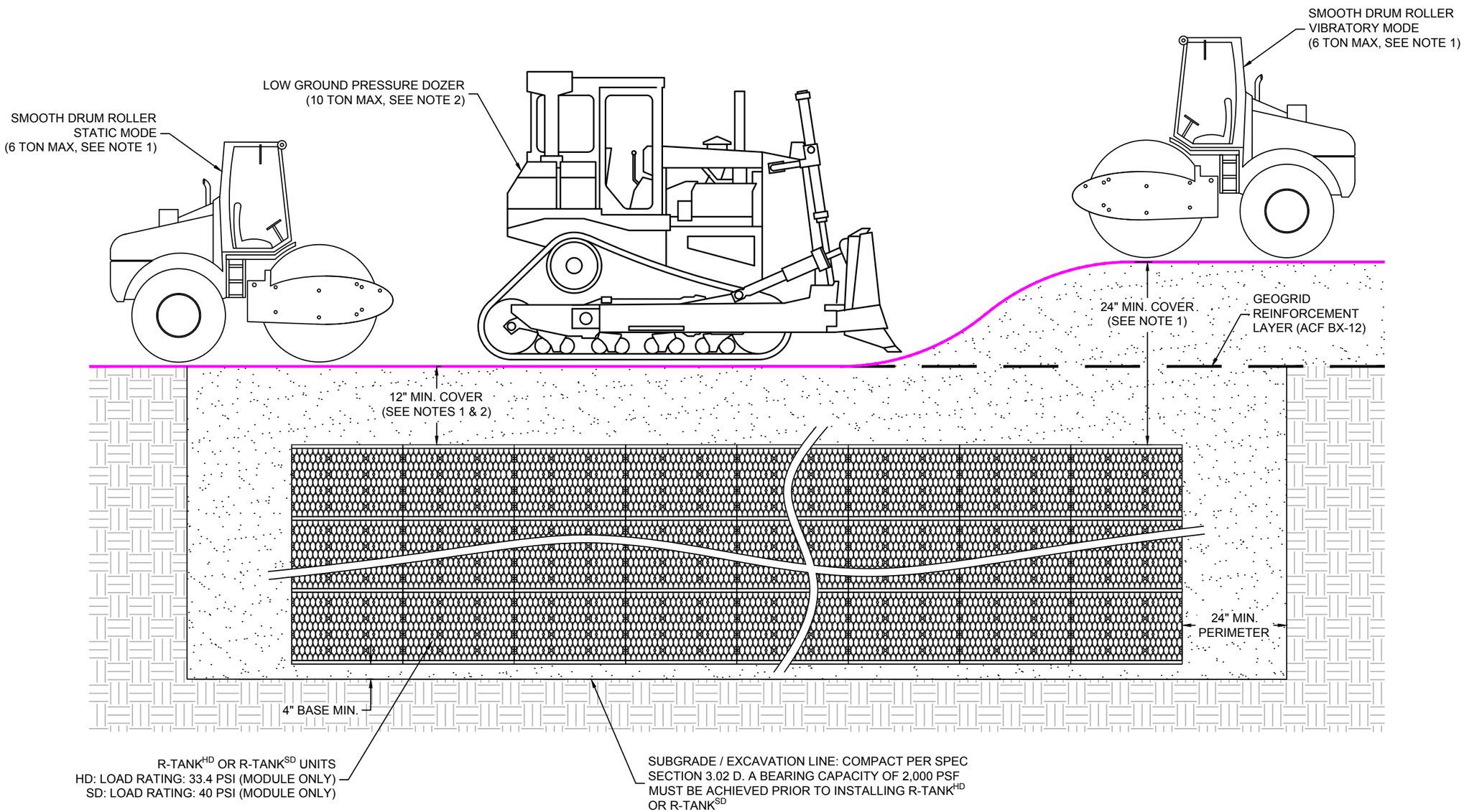
DRAWN BY: EDQ
DATE: 03/15/18
SHEET NO.: 21 OF 31



DUMP TRUCK DETAIL (SEE NOTE 3)

NOTES:

1. FOLLOWING PLACEMENT OF SIDE BACKFILL, A UNIFORM 12" LIFT OF THE FREELY DRAINING MATERIAL (SPEC SECTION 2.03 B) SHALL BE PLACED OVER THE R-TANK AND LIGHTLY COMPACTED USING A WALK-BEHIND TRENCH ROLLER. ALTERNATELY, A ROLLER (MAXIMUM GROSS VEHICLE WEIGHT OF 6 TONS) MAY BE USED. ROLLER MUST REMAIN IN STATIC MODE UNTIL A MINIMUM OF 24" OF COVER HAS BEEN PLACED OVER THE MODULES. SHEEP FOOT ROLLERS SHOULD NOT BE USED. **SPEC SECTION 3.05 A**
2. ONLY LOW PRESSURE TIRE OR TRACK VEHICLES (LESS THAN 7 PSI AND OPERATING WEIGHT OF LESS THAN 20,000 LBS) SHALL BE OPERATED OVER THE R-TANK SYSTEM DURING CONSTRUCTION. **SPEC SECTION 3.05 B**
3. DUMP TRUCKS AND PANS SHALL NOT BE OPERATED WITHIN THE R-TANK SYSTEM AT ANY TIME. WHERE NECESSARY, THE HEAVY EQUIPMENT SHOULD UNLOAD IN AN AREA ADJACENT TO THE R-TANK SYSTEM AND THE MATERIAL SHOULD BE MOVED OVER THE SYSTEM WITH TRACKED EQUIPMENT. **SPEC SECTION 3.05 B**
4. ENSURE THAT ALL UNRELATED CONSTRUCTION TRAFFIC IS KEPT AWAY FROM THE LIMITS OF EXCAVATION UNTIL THE PROJECT IS COMPLETE AND FINAL SURFACE MATERIALS ARE IN PLACE. NO NON-INSTALLATION RELATED LOADING SHOULD BE ALLOWED OVER THE R-TANK SYSTEM UNTIL THE FINAL DESIGN SECTION HAS BEEN CONSTRUCTED (INCLUDING PAVEMENT). **SPEC SECTION 3.05 C**
5. SEE R-TANK INSTALLATION GUIDE OR CONTACT YOUR LOCAL ACF REPRESENTATIVE FOR ADDITIONAL INFORMATION.



DATE	REVISION

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ACF ENVIRONMENTAL 1-800-448-3636
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R-TANK^HD CONSTRUCTION EQUIPMENT COVER DETAIL
CASINO BEACH PARKING AREA
ESCAMBIA, FL
SITE DESIGNATION: INFILTRATION SYSTEM
ACF ENVIRONMENTAL, 1-800-448-3636, www.acfenvironmental.com

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DATE
03/15/18

SHEET NO.
22 OF 31

R-TANK SPECIFICATION

PART 1 - GENERAL

1.01 Related Documents
A. Drawings, technical specification and general provisions of the Contract as modified herein apply to this section.

1.02 Description of Work Included
A. Provide excavation and base preparation per geotechnical engineer's recommendations and/or as shown on the design drawings, to provide adequate support for project design loads and safety from excavation sidewall collapse. Excavations shall be in accordance with the owner's and OSHA requirements.
B. Provide and install R-Tank, R-TankHD, or R-TankSD system (hereafter called R-Tank) and all related products including fill materials, geotextiles, geogrids, inlet and outlet pipe with connections per the manufacturer's installation guidelines provided in this section.
C. Provide and construct the cover of the R-Tank system including; stone backfill, structural fill cover, and pavement section as specified.
D. Protect R-Tank system from construction traffic after installation until completion of all construction activity in the installation area.

1.03 Quality Control
A. All materials shall be manufactured in ISO certified facilities.
B. Installation Contractor shall demonstrate the following experience:
1. A minimum of three R-Tank or equivalent projects completed within 2 years; and,
2. A minimum of 25,000 cubic feet of storage volume completed within 2 years.
3. Contractor experience requirement may be waived if the manufacturer's representative provides on-site training and review during construction.
C. Installation Personnel: Performed only by skilled workers with satisfactory record of performance on bulk earthworks, pipe, chamber, or pond/landfill construction projects of comparable size and quality.
D. Contractor must have manufacturer's representative available for site review if requested by Owner.

1.04 Submittals
A. Submit proposed R-Tank layout drawings. Drawings shall include typical section details as well as the required base elevation of stone and tanks, minimum cover requirements and tank configuration.
B. Submit manufacturer's product data, including compressive strength and unit weight.
C. Submit manufacturer's installation instructions.
D. Submit R-Tank sample for review. Reviewed and accepted samples will be returned to the Contractor.
E. Submit material certificates for geotextile, geogrid, base course and backfill materials.
F. Submit required experience and personnel requirements as specified in Section 1.03.
G. Any proposed equal alternative product substitution to this specification must be submitted for review and approved prior to bid opening. Review package should include third party reviewed performance data that meets or exceeds criteria in Table 2.01 B.

1.05 Delivery, Storage, and Handling
A. Protect R-Tank and other materials from damage during delivery, and store UV sensitive materials under tarp to protect from sunlight when time from delivery to installation exceeds two weeks. Storage of materials should be on smooth surfaces, free from dirt, mud and debris.
B. Handling is to be performed with equipment appropriate to the materials and site conditions, and may include hand, handcart, forklifts, extension lifts, etc.
C. Cold weather:
1. Care must be taken when handling plastics when air temperature is 40 degrees or below as plastic becomes brittle.
2. Do not use frozen materials or materials mixed or coated with ice or frost.
3. Do not build on frozen ground or wet, saturated or muddy subgrade.

1.06 Preinstallation Conference.
A. Prior to the start of the installation, a preinstallation conference shall occur with the representatives from the design team, the general contractor, the excavation contractor, the R-Tank installation contractor, and the manufacturer's representative.

1.07 Project Conditions
A. Coordinate installation for the R-Tank system with other on-site activities to eliminate all non-installation related construction traffic over the completed R-Tank system. No loads heavier than the design loads shall be allowed over the system, and in no case shall loads higher than a standard AASHTO HS20 (or HS25, depending on design criteria) load be allowed on the system at any time.
B. Protect adjacent work from damage during R-Tank system installation.
C. All pre-treatment systems to remove debris and heavy sediments must be in place and functional prior to operation of the R-Tank system. Additional pretreatment measures may be needed if unit is operational during construction due to increased sediment loads.
D. Contractor is responsible for any damage to the system during construction.

PART 2 - PRODUCTS

2.01 R-Tank Units
A. R -Tank - Injection molded plastic tank plates assembled to form a 95% void modular structure of predesigned height (custom for each project).
B. R-Tank units shall meet the following Physical & Chemical Characteristics:

PROPERTY	DESCRIPTION	R-Tank^{LD} VALUE	R-Tank^{HD} VALUE	R-Tank^{SD} VALUE
Void Area	Volume available for water storage	95%	95%	95%
Surface Void Area	Percentage of exterior available for infiltration	90%	90%	90%
Compressive Strength	ASTM D 2412 / ASTM F 2418	30.0 psi	33.4 psi	42.9 psi
HS-20 Minimum Cover	Cover required to support HS-20 loads	N/A	20"	18"
HS-25 Minimum Cover	Cover required to support HS-25 loads	N/A	24"	19"
Maximum Cover	Maximum allowable cover depth	3 feet	< 7 feet	< 10 feet
Unit Weight	Weight of plastic per cubic foot of tank	3.29 lbs / cf	3.62 lbs/cf	3.96 lbs / cf
Rib Thickness	Thickness of load-bearing members	0.18 inches	0.18 inches	0.18 inches
Service Temperature	Safe temperature range for use	-14 – 167° F	-14 – 167° F	-14 – 167° F

2.02 Geosynthetics
A. Geotextile. A geotextile envelope is required to prevent backfill material from entering the R-Tank modules.
1. Standard Application: The standard geotextile shall be an 8 oz per square yard nonwoven geotextile (ACF N080 or equivalent).
2. Infiltration Applications: When water must infiltrate/exfiltrate through the geotextile as a function of the system design, a woven monofilament (ACF M200 or equivalent) shall be used.
B. Geogrid. For installations subject to traffic loads and/or when required by project plans, install geogrid (ACF BX12 or equivalent) to reinforce backfill above the R-Tank system. Geogrid is often not required for non-traffic load applications.

2.03 Backfill & Cover Materials
A. Bedding Materials: Stone (smaller than 1.5" in diameter) or soil (GW, GP, SW, or SP as classified by the Unified Soil Classification System) shall be used below the R-Tank system (3" minimum). Material must be free from lumps, debris, and any sharp objects that could cut the geotextile. Material shall be within 3 percent of the optimum moisture content as determined by ASTM D698 at the time of installation. For infiltration applications bedding material shall be free draining.
B. Side and Top Backfill: Free draining stone (smaller than 1.5" in diameter) or soil (GW, GP, SW, or SP as classified by the Unified Soil Classification System) shall be used adjacent to (24" minimum) and above (for the first 12") the R-Tank system. Material must be free from lumps, debris and any sharp objects that could cut the geotextile. Material shall be within 3 percent of the optimum moisture content as determined by ASTM D698 at the time of installation.
C. Additional Cover Materials: Structural Fill shall consist of granular materials meeting the gradational requirements of SM, SP, SW, GM, GP or GW as classified by the Unified Soil Classification System. Structural fill shall have a maximum of 25 percent passing the No. 200 sieve, shall have a maximum clay content of 10 percent and a maximum Plasticity Index of 4. Material shall be within 3 percent of the optimum moisture content as determined by ASTM D698 at the time of installation.

2.04 Other Materials
A. Utility Marker: Install metallic tape at corners of R-Tank system to mark the area for future utility detection.

PART 3 - EXECUTION

3.01 Assembly of R-Tank Units
A. On-site assembly of tanks shall be performed in accordance with the R-Tank Installation Manual, Section 2.

3.02 Layout and Excavation
A. Installer shall stake out, excavate, and prepare the subgrade area to the required plan grades and dimensions, ensuring that the excavation is at least 2 feet greater than R-Tank dimensions in each direction allowing for installation of geotextile filter fabric, R-Tank modules, and free draining backfill materials.
B. All excavations must be prepared with OSHA approved excavated sides and sufficient working space.
C. Protect partially completed installation against damage from other construction traffic by establishing a perimeter with high visibility construction tape, fencing, barricades, or other means until construction is complete.
D. Base of the excavation shall be uniform, level, and free of lumps or debris and soft or yielding subgrade areas. A minimum 2,000 pounds per square foot bearing capacity is required.
1. Standard Applications: Compact subgrade to a minimum of 95% of Standard Proctor (ASTM D698) density or as required by the Owner's engineer.
2. Infiltration Applications: Subgrade shall be prepared in accordance with the contract documents. Compaction of subgrade should not be performed in infiltration applications.
E. Unsuitable Soils or Conditions: All questions about the base of the excavation shall be directed to the owner's engineer, who will approve the subgrade conditions prior to placement of stone. The owner's engineer shall determine the required bearing capacity of the R-Tank subgrade; however in no case shall a bearing capacity of less than 2,000 pounds per square foot be provided.
1. If unsuitable soils are encountered at the subgrade, or if the subgrade is pumping or appears excessively soft, repair the area in accordance with contract documents and/or as directed by the owner's engineer.
2. If indications of the water table are observed during excavation, the engineer shall be contacted to provide recommendations.
3. Do not start installation of the R-Tank system until unsatisfactory subgrade conditions are corrected and the subgrade conditions are accepted by the owner's engineer.

3.03 Preparation of Base
A. Place a thin layer (3" unless otherwise specified) of bedding material (Section 2.03 A), over the subgrade to establish a level working platform for the R-Tank modules. Level to within ½" (+/- ¼") or as shown on the plans. Native subgrade soils or other materials may be used if determined to meet the requirements of 2.03 A and are accepted by the owner's engineer.
1. Standard Applications: Static roll or otherwise compact bedding materials until they are firm and unyielding.
2. Infiltration Applications: Bedding materials shall be prepared in accordance with the contract documents.
B. Outline the footprint of the R-Tank system on the excavation floor using spray paint or chalk line to ensure a 2' perimeter is available around the R-Tank system for proper installation and compaction of backfill.

3.04 Installation of the R-Tanks
A. Where a geotextile wrap is specified on the stone base, cut strips to length and install in excavation, removing wrinkles so material lays flat. Overlap geotextile a minimum 12" or as recommended by manufacturer.
B. Where an impervious liner (for containment) is specified, install the liner per manufacturer's recommendations and the contract documents. The R-Tank units shall be separated from impervious liner by a non-woven geotextile fabric installed accordance with Section 3.04A.
C. Install R-Tank modules by placing side by side, in accordance with the design drawings. No lateral connections are required. It is advisable to use a string line to form square corners and straight edges along the perimeter of the R-Tank system. The modules are to be oriented as per the design drawing (15.75" x 28.15") with required depth as shown on plans. The large side plate of the tank should be placed on the perimeter of the system. This will typically require that the two ends of the tank area will have a row of tanks placed perpendicular to all other tanks. If this is not shown in the construction drawings, it is a simple field adjustment that will have minimal effect on the overall system footprint. Refer to R-Tank Installation Guide for more details.
D. Wrap the R-Tank top and sides in specified geotextile. Cut strips of geotextile so that it will cover the sides and top, encapsulating the entire system to prevent soil entry into the system. Overlap geotextile 12" or as recommended by manufacturer. Take great care to avoid damage to geotextile (and, if specified, impervious liner) during placement.
E. Identify locations of inlet, outlet and any other penetrations of the geotextile (and optional liner). These connections should be installed flush (butted up to the R-Tank) and the geotextile fabric shall be cut to enable hydraulic continuity between the connections and the R-Tank units. These connections shall be secured using pipe boots with stainless steel pipe clamps. Support pipe in trenches during backfill operations to prevent pipe from settling and damaging the geotextile, impervious liner (if specified) or pipe. Connecting pipes at 90 degree angles facilitates construction, unless otherwise specified. Ensure end of pipe is installed snug against R-Tank system.
F. Install Inspection and Maintenance Ports in locations noted on plans. At a minimum one maintenance port shall be installed within 10' of each inlet & outlet connection, and with a maximum spacing of one maintenance port for every 2,500 square feet. Install all ports as noted in the R-Tank Installation Guide.
G. If required, install ventilation pipes and vents as specified on drawings to provide ventilation for proper hydraulic performance. The number of pipes and vents will depend on the size of the system. Vents are often installed using a 90 degree elbow with PVC pipe into a landscaped area with 'U" bend or venting bollard to inhibit the ingress of debris. A ground level concrete or steel cover can be used.

3.05 Backfilling of the R-Tank Units
A. Backfill and fill with recommended materials as follows:
1. Place freely draining backfill materials (Section 2.03 B) around the perimeter in lifts with a maximum thickness of 12". Each lift shall be placed around the entire perimeter such that each lift is no more than 24" higher than the side backfill along any other location on the perimeter of the R-Tank system. No fill shall be placed over top of tanks until the side backfill has been completed.
2. Each lift shall be compacted at the specified moisture content to a minimum of 95% of the Standard Proctor Density until no further densification is observed (for self-compacting stone materials). The side lifts must be compacted with walk behind compaction equipment. Even when "self-compacting" backfill materials are selected, a walk behind vibratory compactor must be used.
3. Take care to ensure that the compaction process does not allow the machinery to come into contact with the modules due to the potential for damage to the geotextile and R-Tank units.
4. No compaction equipment is permissible to operate directly on the R-Tank modules.
5. Following placement of side backfill, a uniform 12" lift of the freely draining material (Section 2.03 B) shall be placed over the R-Tank and lightly compacted using a walk-behind trench roller. Alternately, a roller (maximum gross vehicle weight of 6 tons) may be used. Roller must remain in static mode until a minimum of 24" of cover has been placed over the modules. Sheep foot rollers should not be used.
6. Install a geogrid (required for traffic applications) over the initial 12" lift of backfill. Geogrid shall extend a minimum of 3 feet beyond the limits of the excavation wall.
7. Following placement and compaction of the initial cover, subsequent lifts of structural fill (Section 2.03 C) shall be placed at the specified moisture content and compacted to a minimum of 95% of the Standard Proctor Density and shall cover the entire footprint of the R-Tank system. During placement of fill above the system, unless otherwise specified, a uniform elevation of fill shall be maintained to within 12" across the footprint of the R-Tank system. Do not exceed maximum cover depths listed in Table 2.01 B.
8. Place additional layers of geotextile and/or geogrid at elevations as specified in the design details. Each layer of geosynthetic reinforcement placed above the R-Tank system shall extend a minimum of 3 feet beyond the limits of the excavation wall.
B. Only low pressure tire or track vehicles shall be operated over the R-Tank system during construction. No machinery should drive on top of the tank until a minimum of 18" of backfill and compaction is achieved. Dump Trucks and Pans shall not be operated within the R-Tank system footprint at any time. Where necessary the heavy equipment should unload in an area adjacent to the R-Tank system and the material should be moved over the system with tracked equipment.
C. Ensure that all unrelated construction traffic is kept away from the limits of excavation until the project is complete and final surface materials are in place. No non-installation related loading should be allowed over the R-Tank system until the final design section has been constructed (including pavement).
D. Place surfacing materials, such as groundcovers (no large trees), or paving materials over the structure with care to avoid displacement of cover fill and damage to surrounding areas.
E. Backfill depth over R-Tank system must be within the limitations shown in the table in Section 2.01 B. If the total backfill depth does not comply with this table, contact engineer or manufacturer's representative for assistance.

PART 4 - USING THE SYSTEM

4.01 Maintenance Requirements
A. A routine maintenance effort is required to ensure proper performance of the R-Tank system. The Maintenance program should be focused on pretreatment systems. Ensuring these structures are clean and functioning properly will reduce the risk of contamination of the R-Tank system and stormwater released from the site. Pre-treatment systems shall be inspected yearly, or as directed by the regulatory agency and by the manufacturer (for proprietary systems). Maintain as needed using acceptable practices or following manufacturer's guidelines (for proprietary systems).
B. Inspection and/or Maintenance Ports in the R-Tank system will need to be inspected for accumulation of sediments at least quarterly through the first year of operation and at least yearly thereafter. This is done by removing the cap of the port and using a measuring device long enough to reach the bottom of the R-Tank system and stiff enough to push through the loose sediments, allowing a depth measurement.
C. If sediment has accumulated to the level noted in the R-Tank Maintenance Guide or beyond a level acceptable to the Owner's engineer, the R-Tank system should be flushed.
D. A flushing event consists of pumping water into the Maintenance Port and/or adjacent structure, allowing the turbulent flows through the R-Tank system to re-suspend the fine sediments. If multiple Maintenance Ports have been installed, water should be pumped into each port to maximize flushing efficiency. Sediment-laden water can be filtered through a Dirtbag or approved equivalent if permitted by the locality.

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R-TANK SPECIFICATION
CASINO BEACH PARKING AREA
ESCAMBIA, FL
SITE DESIGNATION: INFILTRATION SYSTEM
ACF ENVIRONMENTAL, 1-800-448-3636, www.acfenvironmental.com

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DATE
03/15/18

SHEET NO.
23 OF 31

KENNETH W. POWERS
LICENSE
No. 78362
STATE OF FLORIDA
PROFESSIONAL ENGINEER
5-4-18

INSTALL SINGLE LUMINAIRE LI
SEE DETAILS

ART PICKENS ROAD

2- 1 ¼" CONDUITS WITH 215 LB PULL CORD
STUB UP IN JUNCTION BOX FOR FUTURE USE

LEO ONLY

LEO ONLY

JB

E

A/C

T

COASTAL CONSTRUCTION CONTROL LINE
PLAT BOOK 13, PAGE 23 A-O

S 10°48'31" E 12.44'

N 80°14'53" E 978.36'

BLOCK A

APPROXIMATE LOCATION EXISTING DUNE

N

W E

S

20 10 0 20

GRAPHIC SCALE IN FEET

FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:

R/W	Right of way
BM	Benchmark
ELEV	Elevation
INV	Invert
P.C.C.	Point of compound curvature
P.I.	Point of intersection
S.R.I.A.	Santa Rosa Island Authority
	1/2" Capped iron rod found #1748
	1/2" Capped iron rod set #7073
	4¾4?Concrete monument found #noted
	Nail and flag set
	Backflow preventor
E	Electric equipment
	Fire hydrant
	Flag pole
	Ground light
	Light pole with base
	Road sign
	Soil boring
	Sewer clean-out
	Sprinkler control valve
	Sanitary sewer manhole
	Sewer valve marker
T	Telephone equipment
	Gas marker
	Telephone marker
	Water meter
	Water valve
	Wood post
	Guard post
— G —	Gas line
— SS —	Sanitary sewer line
— UE —	Underground electric line
— W —	Waterline
— FM —	Force main
	Palm tree
	- CAPPED REBAR FOUND
	- SHRUB
	- TREE
HDPE	- HIGH DENSITY POLYETHYLENE PIPE
PB	- PLAT BOOK
RCP	- REINFORCED CONCRETE PIPE
PVC	- POLYVINAL CHLORIDE
INV	- INVERT OF STRUCTURE
TE	- THROAT ELEVATION
RE	- RIM ELEVATION
INV	- INVERT OF STRUCTURE
IE	- INVERT ELEVATION OF PIPE

PROPOSED DEMOLITION

RIGHT TURN LANE ASHALT

PROPOSED ASPHALT

EXISTING ASPHALT

PROPOSED STAMPED ASPHALT

PROPOSED CONCRETE

10 EXISTING CONTOUR

10 PROPOSED CONTOUR

SPLIT RAIL FENCE

SF SF SILT FENCE

FLOW ARROW

XX.XX PROPOSED SPOT ELEVATION

EX. XX.XX EXISTING SPOT ELEVATION

JB JUNCTION BOX

PROPOSED LIGHT POLE, NUMBER AND ARRANGEMENT OF LUMINAIRES AS SHOWN

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

PROPOSED LIGHTING PLAN

VOLKERT
Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-8935

DRAWN BY:	AMY O'LAUGHLIN
DATE:	MAY 2018
FIELD BOOK:	PAGES
DESIGNED BY:	KEN POWERS, PE
QA/QC MANAGER:	DAVID FORTE
CHECKED BY:	
DISTRICT:	4
SECTION - TOWNSHIP - RANGE	
REG. # FL 6916	78362
SIGNATURE	
DATE:	

NUMBER	REVISIONS	DATE
		APPROVED BY

DRAWING NUMBER

PROJECT NUMBER 635501

SURVEY NUMBER

SHEET 24 OF 31

KENNETH W. POWERS
LICENSE
No. 78362
STATE OF FLORIDA
PROFESSIONAL ENGINEER
5-4-18

INSTALL SINGLE LUMINAIR
SEE DETAILS

PORT PICKENS ROAD

2- 1 ¼" CONDUITS WITH 215 LB PULL CORD
STUB UP IN JUNCTION BOX FOR FUTURE USE

LEO ONLY

FLT-SCL2-TYPE3 TWIN
MH: 15

FLT-SCL2-TYPE5 - 3 @ 90
MH: 15

FLT-SCL2-TYPE3 SINGLE
MH: 15

FLT-SCL2-TYPE5 - 4
MH: 15

FLT-SCL2-TYPE5 2@180
MH: 15

FLT-SCL2-TYPE3 TWIN
MH: 15

FLT-SCL2-TYPE3 TWIN
MH: 15

FLT-SCL2-TYPE3 TWIN
MH: 15

FLT-SCL2-TYPE3 TWIN
MH: 15

FLT-SCL2-TYPE3 SINGLE
MH: 15

S 10°48'31" E
12.44'

N 80°14'53" E 978.36'

COASTAL CONSTRUCTION CONTROL LINE
PLAT BOOK 13, PAGE 23 A-O

N
W E
S

20 10 0 20
GRAPHIC SCALE IN FEET

FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:

R/W	Right of way
BM	Benchmark
ELEV	Elevation
INV	Invert
P.C.C.	Point of compound curvature
P.I.	Point of intersection
S.R.I.A.	Santa Rosa Island Authority
	1/2" Capped iron rod found #1748
	1/2" Capped iron rod set #7073
	4?x4?Concrete monument found #note
	Nail and flag set
	Backflow preventor
E	Electric equipment
	Fire hydrant
	Flag pole
	Ground light
	Light pole with base
	Road sign
	Soil boring
	Sewer clean-out
	Sprinkler control valve
	Sanitary sewer manhole
	Sewer valve marker
T	Telephone equipment
	Gas marker
	Telephone marker
	Water meter
	Water valve
	Wood post
	Guard post
G	Gas line
SS	Sanitary sewer line
UE	Underground electric line
W	Waterline
FM	Force main
	Palm tree
	- CAPPED REBAR FOUND
	- SHRUB
	- TREE

HDPE	- HIGH DENSITY POLYETHYLENE PIPE
PB	- PLAT BOOK
RCP	- REINFORCED CONCRETE PIPE
PVC	- POLYVINAL CHLORIDE
INV	- INVERT OF STRUCTURE
TE	- THROAT ELEVATION
RE	- RIM ELEVATION
INV	- INVERT OF STRUCTURE
IE	- INVERT ELEVATION OF PIPE

PROPOSED DEMOLITION

RIGHT TURN LANE ASHALT

PROPOSED ASPHALT

EXISTING ASPHALT

PROPOSED STAMPED ASPHALT

PROPOSED CONCRETE

10 EXISTING CONTOUR

10 PROPOSED CONTOUR

SPLIT RAIL FENCE

SF SF SILT FENCE

FLOW ARROW

XX.XX PROPOSED SPOT ELEVATION

EX. XX.XXEXISTING SPOT ELEVATION

JB JUNCTION BOX

PROPOSED LIGHT POLE, NUMBER AND ARRANGEMENT OF LUMINAIRES AS SHOWN

Luminaire Schedule

Symbol	Qty	Label	Arrangement	LLF	Description	Filename
	3	FLT-SCL2	4 @ 90 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	5	FLT-SCL2	TWIN	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies
	2	FLT-SCL2	3 @ 90 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	1	FLT-SCL2	2 @ 180 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	3	FLT-SCL2	SINGLE	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING	Illuminance	Fc	0.60	1.8	0.1	6.00	18.00
Driveway	Illuminance	Fc	0.47	1.1	0.1	4.70	11.00
South Parking	Illuminance	Fc	0.77	1.8	0.3	2.57	6.00
West Parking	Illuminance	Fc	0.60	1.1	0.4	1.50	2.75

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

PROPOSED PHOTOMETRIC PLAN

VOLKERT
Engineering ★ Surveying ★ Planning
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-8935

DESIGNED BY: KEN POWERS, PE
QA/QC MANAGER: DAVID FORTE
DRAWN BY: AMY OLAUGHLIN
DATE: MAY 2018
FIELDBOOK/ PAGES:
CHECKED BY:
DISTRICT: 4
SECTION/ TOWNSHIP/ RANGE
SIGNATURE
REGISTRATION NO. 78362
DATE:

APPROVED BY
DATE
REVISIONS
NUMBER

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 25 OF 31

KENNETH W. POWERS
LICENSE
No. 78362
STATE OF FLORIDA
PROFESSIONAL ENGINEER
5-4-18

INSTALL SINGLE LUMINAIRE LIGHT POLE
SEE DETAILS

EXISTING STREET LIGHT TO REMAIN

15'

7'

FORT PICKENS ROAD

48-84-B16
NOT FOUND
N 494482.75
E 1135444.27

15'

7'

INSTALL SINGLE LUMINAIRE LIGHT POLE
SEE DETAILS

TOP = 9.48'
INV = 3.16'
36" CP

INV = 3.27'
36" CP

ELECTRICAL LEGEND

- EXISTING STREET LIGHT TO REMAIN
- PROPOSED LIGHT POLE, NUMBER AND ARRANGEMENTS OF LUMINAIRES AS SHOWN

N
W E
S

10 5 0 10
GRAPHIC SCALE IN FEET
FULL SIZE 1" = 10'
HALF SIZE 1" = 20'

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA
PROPOSED FT PICKENS CROSSWALK
LIGHTING PLAN

VOLKERT
Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
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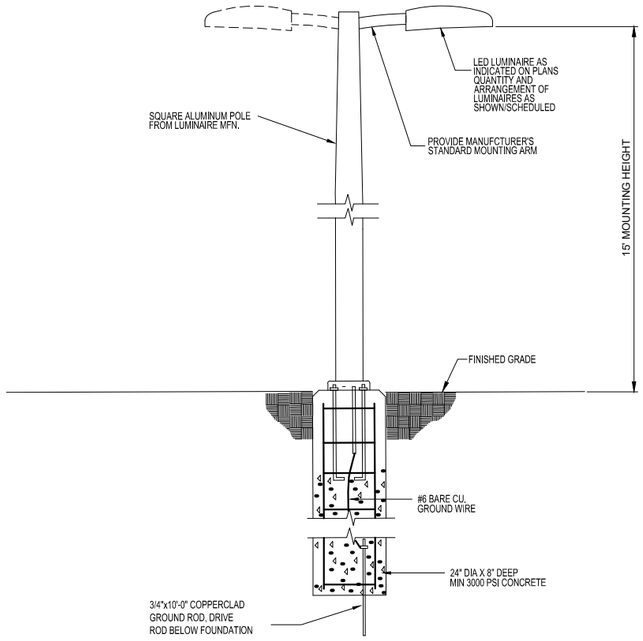
Telephone (850) 512-8935

DRAWN BY:	DESIGNED BY:	CHECKED BY:	DISTRICT:
AMY O'LAUGHLIN	KEN POWERS, PE	CHAD HAMES	4
DATE: MAY 2018	QA/QC BY: DAVID FORTE	REG. FLA. ENG. NO. 78362	SIGNATURE:
FIELDBOOK: PAGES:		SECTION: TOWNSHIP: RANGE:	

NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER

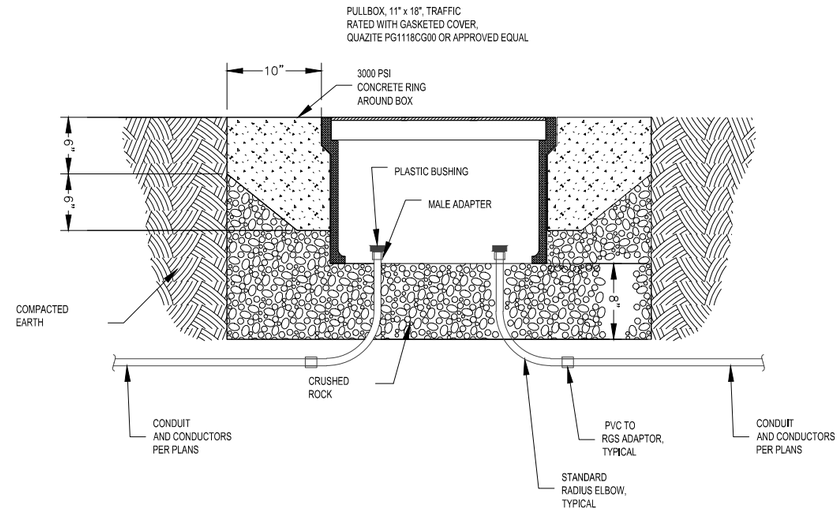


DETAIL NOTES:

1. CONCRETE FOUNDATION SHALL BE IN ACCORDANCE WITH FDOT STANDARD DRAWINGS AND SPECIFICATIONS.
2. POLES SHALL YIELD A LUMINAIRE MOUNTING HEIGHT OF APPROXIMATELY 15' UNLESS OTHERWISE NOTED.
3. ASSEMBLIES SPECIFIED ARE SOLAR TURTLE FRIENDLY LUMINAIRES PROVIDED WITH POLES AND BATTERY SYSTEM.
4. IN AREAS WITH HIGH WATER TABLE, CONTRACTOR MAY SUBSTITUTE PRE CASE FOUNDATION WITH SAME DIMENSIONS AND STRUCTURAL PROPERTIES.

GENERAL ELECTRICAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, LATEST EDITION RECOGNIZED BY THE AUTHORITY HAVING JURISDICTION, AND APPLICABLE LOCAL RULES, REGULATIONS AND ORDINANCES, COORDINATED WITH ALL DISCIPLINES.
2. UNLESS OTHERWISE NOTED, UNDERGROUND CONDUITS SHALL BE 24" BELOW GRADE AND SHALL BE SCHEDULE 40 PVC. TRANSITIONING TO RGS ABOVE GRADE; TRANSITION FROM PVC TO RGS SHALL BE MADE BELOW GRADE. INTERMEDIATE METAL CONDUIT IS NOT ACCEPTABLE.
3. ROUTING AND LOCATIONS OF EQUIPMENT SHOWN ARE APPROXIMATE; CONTRACTOR SHALL DETERMINE BEST MEANS OF ROUTING IN THE FIELD.
4. LOCATIONS OF LIGHT POLES SHALL BE STAKED BY THE CONTRACTOR PRIOR TO INSTALLATION FOR REVIEW BY OWNER AND ENGINEER.
5. POLES AND LUMINAIRES OTHER THAN THOSE SPECIFIED MAY BE SUBMITTED FOR CONSIDERATION IF SUPPORTING PHOTOMETRIC CALCULATIONS ARE ALSO PROVIDED. LUMINAIRES SHALL BE LISTED (OR BE CAPABLE OF BEING LISTED) IN FWC'S APPROVED PRODUCT LIST OF TURTLE FRIENDLY LUMINAIRES.
6. SEE LUMINAIRE SCHEDULE FOR BASIS OF LIGHTING DESIGN.



JUNCTION BOX
N.T.S.

DETAIL NOTES:

1. PROVIDE CONDUITS AND CONDUCTORS AS DENOTED ON PLAN SHEETS.

LUMINAIRE SCHEDULE
SCALE: NTS

Luminaire Schedule

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	3	FLT-SCL2	SINGLE	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies

BASIS OF DESIGN IS FIRST LIGHT TECHNOLOGIES SCL2 SERIES

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
LIGHTING DETAILS

VOLKERT Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
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Telephone (850) 512-9935

DRAWN BY: AMY O'LAUGHLIN
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CHECKED BY:
DATE: MAY 2018
FIELDBOOK PAGES:
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DRAWING NUMBER
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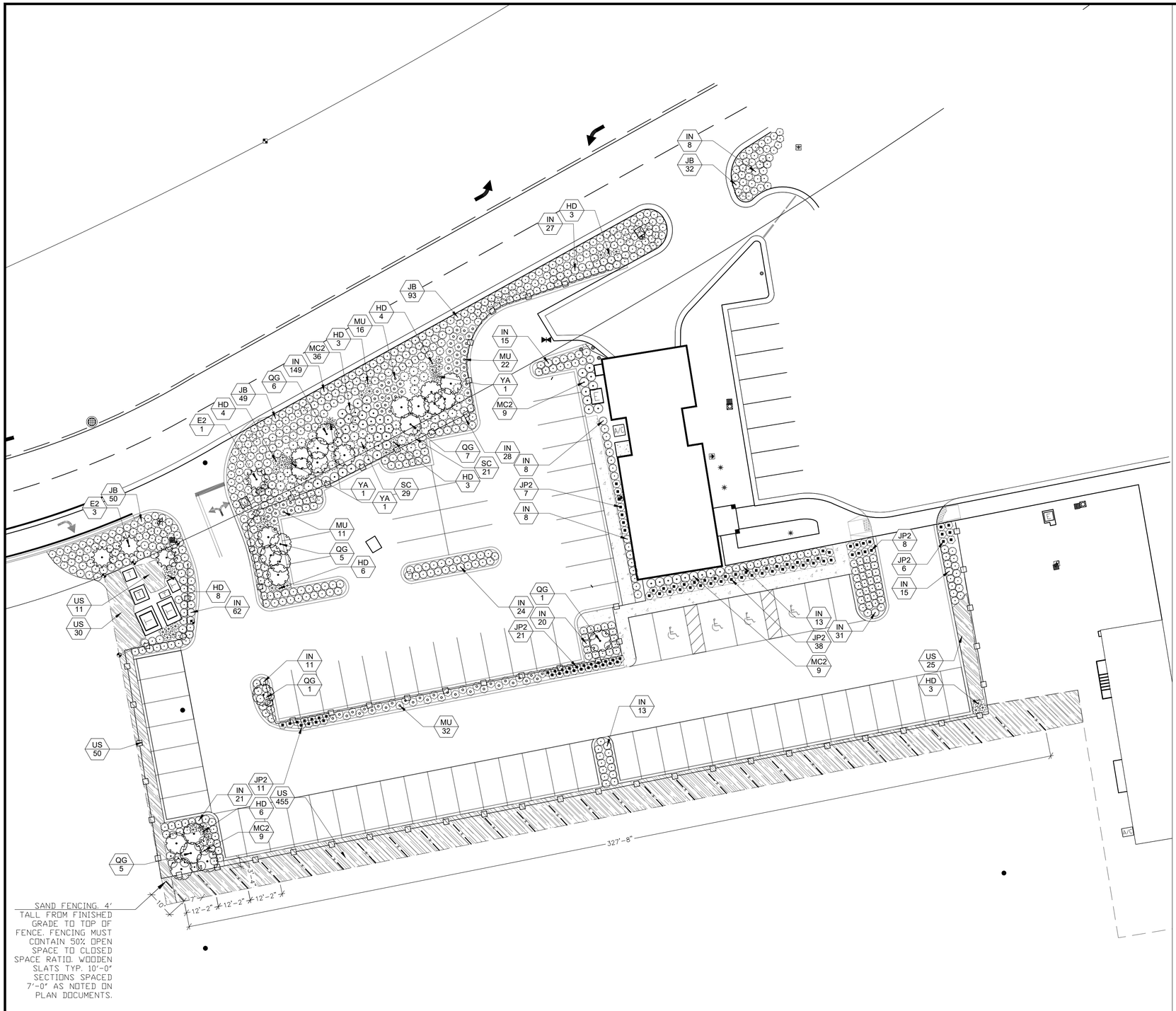

SAND FENCING, 4' TALL FROM FINISHED GRADE TO TOP OF FENCE. FENCING MUST CONTAIN 50% OPEN SPACE TO CLOSED SPACE RATIO. WOODEN SLATS TYP. 10'-0" SECTIONS SPACED 7'-0" AS NOTED ON PLAN DOCUMENTS.

GRAPHIC SCALE

20' 0 10' 20'

(IN FEET)
1 INCH = 20 FT.

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	CONT
	QG	25	Quercus geminata Sand Live Oak-Shrub Form	3 gal
	E2	4	Sabel Palmetto Existing Palmetto to Remain	Existing

SHRUBS	CODE	QTY	BOTANICAL NAME	CONT	SPACING
	HD	40	Helianthus debilis Cucumberleaf Sunflower	3 gal	36" o.c.
	IN	453	Ilex vomitoria `Nana` Dwarf Yaupon	3 gal	36" o.c.
	JP2	91	Juniperus chinensis `Parsonii` Parsoni Juniper	3 gal	36" o.c.
	JB	224	Juniperus conferta `Blue Pacific` Blue Pacific Juniper	3 gal	36" o.c.
	MU	81	Muhlenbergia capillaris Pink Muhly	3 gal	36" o.c.
	MC2	63	Myrica cerifera `Pumila` Dwarf Wax Myrtle	3 gal	42" o.c.
	SC	50	Serenoa repens `Cinerea` Silver Saw Palmetto	3 gal	48" o.c.
	YA	3	Yucca aloifolia Spanish Bayonet	3 gal	60" o.c.

SHRUB AREAS	CODE	QTY	BOTANICAL NAME	CONT	SPACING
	US	571	Uniola paniculata Sea Oats	4" pot	36" o.c.

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

100% LANDSCAPE PLAN

ESCAMBIA COUNTY • FLORIDA

VOLKERT
Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
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GULF BREEZE, FL 32561
Telephone (850) 512-8935

DRAWN BY: AMY OLAUGHLIN
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DATE: MAY 2018
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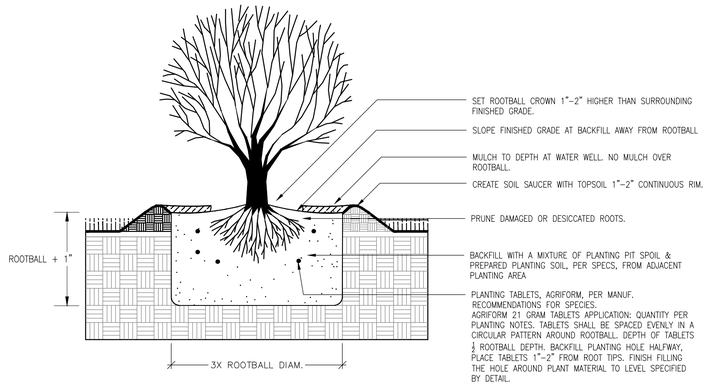
FIELDBOOK: PAGES:
SECTION - TOWNSHIP - RANGE
REG. LANDSCAPE NO.: 6409
SIGNATURE:
SIGNATURE:

NUMBER | REVISIONS | DATE | APPROVED BY

DRAWING NUMBER LS101
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 28 OF 31

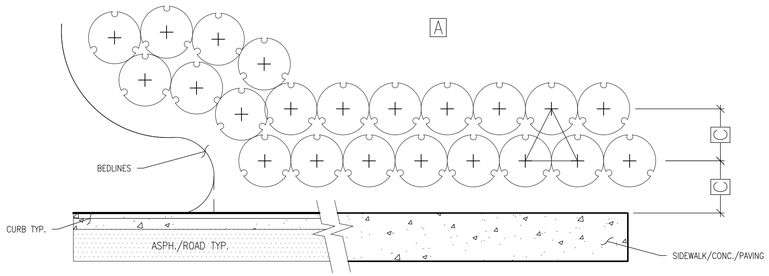
JAMES STEVEN LANDSCAPE ARCHITECT 6667043 STATE OF FLORIDA
INVALID WITHOUT SIGNATURE

Jerry Pate Design
201 SCHUBERT DRIVE · PENSACOLA, FL 32504
850-479-8433 WWW.JERRYPATEDESIGN.COM



01 SHRUB PLANTING - BARE ROOT

N.T.S.



A – SHRUBS AND GROUNDCOVERS ADJACENT TO STRAIGHT EDGES SHALL BE TRIANGULAR SPACED IN ROWS PARALLELED TO THE STRAIGHT EDGE.

B – SHRUBS AND GROUNDCOVERS ADJACENT TO CURVED EDGES SHALL BE PLANTED IN ROWS PARALLEL TO THE CURVED EDGES. CURVED EDGES TO BE VERY SMOOTH RADII.

C – FIRST ROW OF SHRUBS ADJACENT TO CURB, BEDLINES & CONCRETE SHALL BE A SPACED A DISTANCE OF THE ENTIRE SPACING (IN INCHES) SPECIFIED ON THE PLANT SCHEDULE.

02 TYPICAL SPACING DETAIL

N.T.S.

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PLANS AND WRITTEN NOTES. NO SUBSTITUTIONS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT, JERRY PATE DESIGN.
2. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB. THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN ON THE PLANS.
3. LANDSCAPE MATERIALS SHALL BE ADJUSTED IN THE FIELD TO AVOID CONFLICTS WITH ANY PROPOSED OR REMAINING UTILITY STRUCTURES, DRAINAGE STRUCTURES, DITCHES, UNDER DRAINS, DITCH BLOCKS, STORM WATER FACILITIES AND DRAINAGE DISCHARGE PATHS, EXISTING SIGNAGE, AND EXISTING LIGHTING AND THEIR APPURTENANCES. THE CONTRACTOR SHALL NOT INSTALL THE PROPOSED IMPROVEMENTS IF A CONFLICT EXISTS. ANY COSTS TO REMOVE AND/OR REPAIR WORK ADJUSTED THAT HAS NOT BEEN APPROVED PREVIOUSLY BY THE LANDSCAPE ARCHITECT SHALL BE AT THE CONTRACTOR'S EXPENSE.
4. LANDSCAPE IMPROVEMENTS SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE MOST CURRENT FDOT STANDARD SPECIFICATION 580, AND ANY OTHER PLANTING SPECIFICATIONS INCLUDED IN THE CONSTRUCTION DOCUMENTS.
5. PLANT QUANTITIES SHOWN ON THE LANDSCAPE PLAN ARE MINIMUM ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE CONTRACTOR'S OWN QUANTITY TAKE-OFF, AND SHALL PROVIDE ALL PLANT MATERIAL REQUIRED TO FILL THE PLANTING BEDS AT THE SPACING INDICATED ON THE PLANTING SCHEDULE.
6. PLANTING FOR ALL PLANT MATERIAL AND THE PROTECTION OF EXISTING TREES TO REMAIN SHALL BE IN ACCORDANCE WITH THE MOST CURRENT FDOT DESIGN STANDARD INDEX 987, AND THE DETAILS IN THE CONSTRUCTION DOCUMENTS.
7. THE CONTRACTOR SHALL INSURE THAT, PRIOR TO MOVING ON SITE, ALL EQUIPMENT WHICH LAST OPERATED IN PLACES KNOW TO BE INFESTED WITH NOXIOUS WEEDS IS FREE OF SOIL, SEEDS, VEGETATIVE MATTER, OR OTHER DEBRIS THAT COULD CONTAIN OR HOLD SEEDS.
8. THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE JOB SITE. IF THE CONTRACTOR NEEDS HAZARDOUS MATERIALS TO PERFORM THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST, IN WRITING, ADVANCE PERMISSION FROM THE OWNER. IF ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL IS FOUND ON THE PROJECT, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER.
9. ANY PUBLIC LAND SURVEY SYSTEM CORNER OR ANY MONUMENT THAT PERPETUATES THE RIGHT-OF-WAY WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED BY THE CONTRACTOR. IF A MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE OWNER.

PLANTING BED PREPARATION

1. ALL TRASH, ASPHALT, CONCRETE SIGNAGE, WEEDS AND OTHER SPOILAGE SHALL BE REMOVED FROM SITE PRIOR TO MOBILIZATION OF PLANTING CONTRACTOR.
2. ALL AREAS TO BE PLANTED OR SODDED SHALL BE GRADED TO SITE SPECIFICATIONS PRIOR TO MOBILIZATION OF PLANTING CONTRACTOR.
3. CONTRACTOR SHALL CONFIRM ALL PLANTING BEDS ARE NOT COMPACTED BEYOND 85 PERCENT TO ENSURE DRAINAGE. SHOULD COMPACTED SOILS EXIST, SOILS SHALL BE EXCAVATED AND REPLACED WITH WELL-DRAINING SOIL PRIOR TO MOBILIZATION OF PLANTING CONTRACTOR. NO PARKING LOT SUB-BASE, ASPHALT MATERIAL OR CONCRETE SPOILS SHALL REMAIN IN PLANTING BEDS.
4. ALL EXISTING VEGETATION SHALL BE REMOVED IN ALL PLANTING BED AREAS UNLESS OTHERWISE NOTED ON THE PLANS. HERBICIDE MANUFACTURER SPECIFICATIONS AND INSTRUCTIONS SHALL BE FOLLOWED AS TO TREATMENT DILUTION, MIX, APPLICATION, AND TIME PERIODS BETWEEN APPLICATIONS AS APPLICABLE TO ASSURE WEEDS ARE ELIMINATED FROM THE PLANTING BEDS PRIOR TO COMMENCING PLANTING. ALL PERSONNEL INVOLVED IN THE CHEMICAL PROGRAM ARE TO RECEIVE THE PROPER TRAINING AND LICENSURE, AND FOLLOW THE OPERATING GUIDELINES PROVIDED BY FDOT FOR CHEMICAL CONTROL. CONTACT THE ESCAMBIA COUNTY EXTENSION SERVICE FOR ADDITIONAL INFORMATION REGARDING HERBICIDES, PESTICIDES, AND REQUIRED LICENSES.
5. REPRESENTATIVE SOIL SAMPLES (3 MINIMUM) FROM VARYING AREAS THROUGHOUT THE PROJECT SHALL BE TAKEN AND PROVIDED TO THE OWNER'S REPRESENTATIVE PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF ANY IMPROPER SOIL CONDITION INCLUDING NUTRITIONAL DEFICIENCIES, WETNESS, MUCK, DEBRIS, ETC. AND SHALL RECOMMEND TO THE LANDSCAPE ARCHITECT, PRIOR TO INSTALLATION, ALL SOIL AMENDMENTS THAT MAY BE NECESSARY TO PROMOTE HEALTHY VIGOROUS PLANT GROWTH. THE SOIL SAMPLE TEST RESULTS SHALL INCLUDE, AT A MINIMUM, PH, PRIMARY MACRONUTRIENTS, MICRONUTRIENTS, PERCENTAGE OF ORGANIC MATTER, AND SOIL TEXTURE. SUBMIT ALL SOIL SAMPLES AND AMENDMENT RECOMMENDATIONS TO THE LANDSCAPE ARCHITECT FOR REVIEW. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR ALL APPROPRIATE SOIL AMENDMENTS AND A PROPERLY PREPARED FINISHED SOIL LAYER IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS 162 AND 967.
6. ALL SOIL AMENDMENTS SHALL BE ADDED TO THE PLANTING BEDS AND INCORPORATED INTO THE SOIL PRIOR TO COMMENCING FINAL GRADING AND PLANTING. ALL BEDS SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE WITH NO AREAS WHERE STANDING WATER COULD OCCUR.
7. ALL PLANTING BED AREAS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE TO ASSURE THAT WEEDS WILL BE CONTROLLED

UTILITY NOTES

1. THE LOCATIONS OF THE UTILITIES SHOWN ON THE PLANS SHOULD BE CONSIDERED APPROXIMATE ONLY, AND INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
2. THE CONTRACTOR SHALL NOTIFY ALL UTILITIES TWO BUSINESS DAYS PRIOR TO DEMOLITION AND/OR EXCAVATION. CALL 'SUNSHINE STATE ONE CALL SYSTEM"1-800-432-4770 (OR811) SO THAT UNDERGROUND UTILITIES MAY BE FIELD LOCATED.
3. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES DURING CONSTRUCTION. NO UTILITY IS TO BE RELOCATED. PLANTING SHALL BE ADJUSTED HORIZONTALLY, AT THE DIRECTION OF THE LANDSCAPE ARCHITECT, TO ADDRESS ANY UTILITY CONFLICTS.

PLANTING NOTES

1. THE LANDSCAPE INSTALLATION MUST BE PROPERLY SEQUENCED WITH OTHER CONSTRUCTION SO THAT THE LANDSCAPE IS NOT DAMAGED BY OTHER WORK/TRADES AND VICE VERSA.
2. THE CONTRACTOR SHALL VERIFY THE EXISTENCE OF AND STAKE ALL UTILITIES PRIOR TO CONSTRUCTION. EXCAVATION OF PLANT PITS LOCATED WITHIN 5' OF UTILITIES SHALL BE PERFORMED BY HAND. ANY UTILITY AND PLANT MATERIAL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION, OR FIELD ADJUSTMENTS.
3. ALL PLANTS SHALL MEET SIZE, CONTAINER, AND SPACING SPECIFICATIONS AS SHOWN IN THE PLANT SCHEDULE. THE CONTRACTOR SHALL GUARANTEE PLANT HEALTH AND SURVIVABILITY FOR ONE YEAR FROM DATE OF PROJECT ACCEPTANCE BY THE LANDSCAPE ARCHITECT. ANY MATERIAL NOT MEETING SPECIFICATIONS OR DISPLAYING POOR HEALTH SHALL BE REPLACED AT CONTRACTOR'S EXPENSE WITHIN TWO WEEKS OF NOTICE.
4. ALL PLANT MATERIAL SHALL BE FLORIDA NO. 1 OR BETTER, UNLESS OTHERWISE NOTED, AS SET FORTH IN THE CURRENT EDITION OF THE 'GRADES AND STANDARDS FOR NURSERY PLANTS,' STATE OF FLORIDA. NOTIFY THE LANDSCAPE ARCHITECT A MINIMUM OF ONE WEEK PRIOR TO PLANT DELIVERY TO SCHEDULE ON-SITE INSPECTION UPON DELIVERY. INSTALLED PLANT MATERIAL NOT MEETING SPECIFICATIONS SHALL BE REMOVED AND REPLACED AT CONTRACTOR'S EXPENSE. ALL PLANTS MUST BE BROUGHT TO THE SITE FREE OF WEEDS. ADDITIONALLY, THE CONTRACTOR SHALL PROVIDE THE LANDSCAPE ARCHITECT WITH REPRESENTATIVE PLANT PHOTOS TO APPROVE FOR ALL PLANT MATERIALS PRIOR TO ANY PLANT DELIVERY. MEASURING STICKS SHALL BE SHOWN IN PHOTOS, AS APPROPRIATE.
5. ALL PLANT MATERIALS INDICATED WITH A GALLON SIZE SHALL BE CONTAINER GROWN AND WITHIN A CONTAINER APPROPRIATE FOR THE PLANT SIZE. ROOT BOUND PLANTS SHALL NOT BE ACCEPTED. NO SUBSTITUTIONS SHALL BE PERMITTED WITHOUT PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT.
6. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO MAKE PLANTING BED FIELD CHANGES TO ACCOMMODATE SITE CONDITIONS AND TO ACHIEVE THE DESIGN INTENT. THE CONTRACTOR SHALL FLAG ALL TREE AND BEDLINE LOCATIONS FOR APPROVAL OF LANDSCAPE ARCHITECT PRIOR TO ANY INSTALLATION.
7. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY EXISTING VEGETATION INTENDED TO REMAIN THAT IS DISTURBED BY PLANT MATERIAL INSTALLATION ACTIVITIES. THIS REPAIR /REPLACEMENT SHALL BLEND SEAMLESSLY WITH THE EXISTING LANDSCAPE.
8. THE CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES AND PLANS IN PREPARING PLANTING AREAS, INCLUDING FINAL GRADE ELEVATIONS.
9. ALL PLANT MATERIAL MUST BE PLANTED IMMEDIATELY UPON DELIVERY TO THE SITE AND WATERED IN, BY HAND IF THE IRRIGATION SYSTEM IS NOT YET FUNCTIONING PROPERLY. ANY PLANT MATERIAL NOT INSTALLED WITHIN 6 HOURS OF DELIVERY TO THE SITE MUST BE STORED IN AN APPROVED, PROTECTED HOLDING AREA AND SHALL BE WATERED AS NECESSARY TO MAINTAIN PLANT HEALTH AND QUALITY. ALL BLACK PLASTIC PLACED AROUND TREE ROOTBALLS SHALL BE REMOVED IMMEDIATELY UPON DELIVERY TO THE SITE, BURLAP WRAPPING SHALL STAY IN PLACE. FOR TREES NOT PLANTED WITHIN 6 HOURS OF DELIVERY TO THE SITE, WATER SHALL BE IMMEDIATELY APPLIED TO THE ROOTBALL AND FOLIAGE. THE TOPS SHALL BE UNTIED AND THE TREES STORED UPRIGHT WITH MULCH, PINE STRAW OR HAY COVERING THE ROOTBALLS. TREES SHALL NOT BE STORED LYING DOWN. IF TREES HAVE PLASTIC TRUNK PROTECTORS, THE PROTECTORS MAY STAY IN PLACE PRIOR TO PLANTING BUT SHALL NOT BE LEFT ON INDEFINITELY.
10. PLANT SHRUBS IN CIRCULAR PITS WITH A DIAMETER 3X DIAMETER OF ROOTBALL OR CONTAINER.
11. PLANT TREES IN CIRCULAR PITS WITH A DIAMETER 2X DIAMETER OF ROOTBALL OR CONTAINER.
12. FERTILIZE ALL TREES WITH AGRIFORM 21 GRAM TABLETS, SLOW RELEASE 20-10-5 ANALYSIS WITH ONE TABLET PER ½"OF TRUNK DIAMETER.
13. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT A MINIMUM OF 48 HOURS PRIOR TO COMPLETION TO SCHEDULE A FINAL WALKTHROUGH. A FINAL WALKTHROUGH SHALL NOT BE PERFORMED IF PREVIOUS PUNCH LISTS ARE NOT COMPLETED.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL PLANTING AND GRADES UNTIL FINAL ACCEPTANCE BY THE LANDSCAPE ARCHITECT. THIS MAINTENANCE INCLUDES KEEPING BEDS FREE OF DEBRIS, WEEDS, DISEASES, AND INFESTATIONS. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROVIDING SUFFICIENT WATER TO THE PLANTS DURING THIS TIME, AND REPAIRING EROSION AREAS.
15. THE CONTRACTOR SHALL SUPPLY THE LANDSCAPE ARCHITECT WITH ELECTRONIC AS-BUILT DRAWINGS WITHIN 30 DAYS OF PROJECT ACCEPTANCE.
16. REFER TO CURRENT FDOT STANDARD SPECIFICATIONS AND DESIGN STANDARD INDICES, THE GENERAL NOTES, AND ALL OTHER NOTES WITHIN THE CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
17. ONE YEAR WARRANTY ON ALL PLANTS AND LABOR
18. SAND FENCING SHALL CONFORM TO "SAND FENCING GUIDELINES" AS PUBLISHED BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION-DIVISION OF WATER RESOURCE MANAGEMENT.

REGISTERED LANDSCAPE ARCHITECT STEVE DAMLE NUMBER 0001747 STATE OF FLORIDA
INVALID WITHOUT SIGNATURE

Jerry Pate Design
301 SCHOOBERT DRIVE · PENSACOLA, FL 32504
850-479-6033 · WWW.JERRYPATEDESIGN.COM

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

100% LANDSCAPE DETAILS

ESCAMBIA COUNTY · FLORIDA

VOLKERT
Engineers • Surveyors • Planners
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DESIGNED BY:	MIKE WARNKE
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SECTION/ TOWNSHIP/ RANGE	
MEC-LAND NO.	64091
STATE:	
SIGNATURE:	

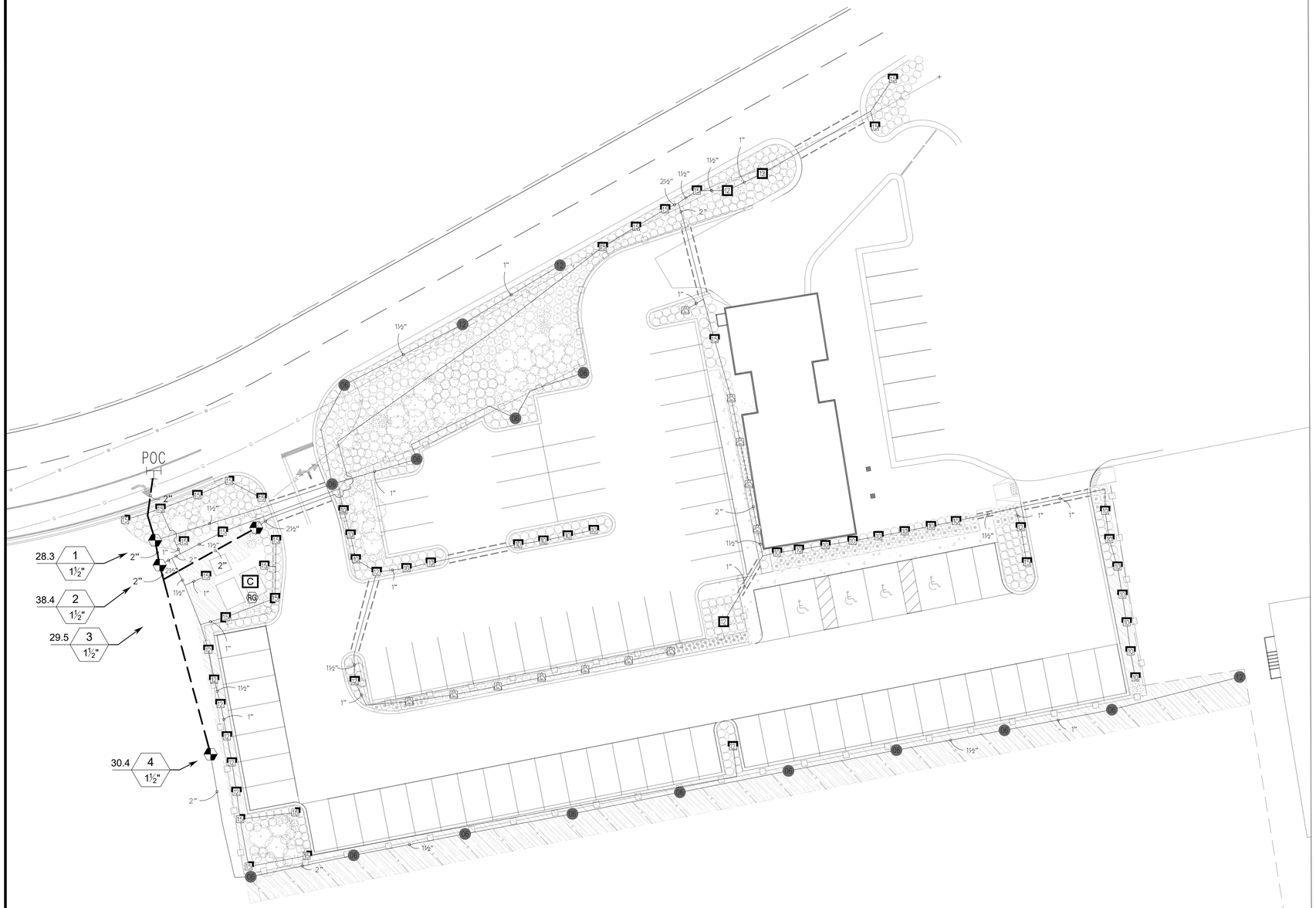
NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER LS201

PROJECT NUMBER 635501

SURVEY NUMBER

SHEET 29 OF 31



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY	ARC	PSI	GPM	RADIUS
	Rain Bird 1806-SAM-PRS 15 Strip Series or approved equal	12	CST	15	0.89	4'x30'
	Rain Bird 1806-SAM-PRS 10 Series MPR or approved equal	24	180	15	0.58	7'
	Rain Bird 1806-SAM-PRS 12 Series MPR or approved equal	3	360	15	1.67	9'
	Rain Bird 1806-SAM-PRS 12 Series MPR or approved equal	10	180	15	0.90	9'
	Rain Bird 1806-SAM-PRS 15 Series MPR or approved equal	15	180	15	1.30	11'
	Rain Bird 1806-SAM-PRS 15 Series MPR or approved equal	6	90	15	0.65	11'
	Rain Bird 1806-SAM-PRS 15 Series MPR or approved equal	3	270	15	1.95	11'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	GPM	RADIUS
	Rain Bird 2045A 06 or approved equal Turf Impact Rotor, Pop-Up Sprinkler, Open Case, Adjustable and Full Circle. With Precision Jet Tube. Nozzles: 06=red; 07=black; 08=blue; 10=yellow; 12=beige.	14	55	2.50	38'
	Rain Bird 2045A 12 or approved equal Turf Impact Rotor, Pop-Up Sprinkler, Open Case, Adjustable and Full Circle. With Precision Jet Tube. Nozzles: 06=red; 07=black; 08=blue; 10=yellow; 12=beige.	3	55	7.90	45'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PESB 1-1/2" or approved equal 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration. With Scrubber Technology for Reliable Performance in Dirty Water Irrigation Applications.	4
C	Rain Bird ESP4ME or approved equal 4 Station, Hybrid Modular Outdoor Controller. For Residential or Light Commercial Applications.	1
RG	Rain Bird RSD-CEx or approved equal Rain Sensing Device, conduit mount. With threaded adapter, extension wire.	1
POC 1"±	Existing 10" Potable Water Service Line. Connection Per Minimum source data: 50GPM @ 70 PSI. Contractor shall verity prior to installation.	1
	Irrigation Lateral Line: PVC Schedule 40 1"	1,056 l.f.
	Irrigation Lateral Line: PVC Schedule 40 1 1/2"	675.6 l.f.
	Irrigation Lateral Line: PVC Schedule 40 2"	202.6 l.f.
	Irrigation Lateral Line: PVC Schedule 40 2 1/2"	200.0 l.f.
	Irrigation Mainline: PVC Schedule 40 2"	131.4 l.f.
	Pipe Sleeve: PVC Schedule 40	153.4 l.f.

Valve Callout
Valve Number
Valve Flow
Valve Size

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	PSI	PSI @ POC	PRECIP
1	Rain Bird PESB or approved equal	1-1/2"	Turf Impact	28.30	61.66	61.81	0.76 in/h
2	Rain Bird PESB or approved equal	1-1/2"	Turf Spray	38.40	19.82	20.19	0.91 in/h
3	Rain Bird PESB or approved equal	1-1/2"	Turf Spray	29.46	20.09	20.61	0.75 in/h
4	Rain Bird PESB or approved equal	1-1/2"	Turf Impact	30.40	63.95	64.72	0.55 in/h

ELEMENT LOCATION ON DRAWINGS ARE SCHEMATIC SHOWING DESIGN INTENT. ENSURE 100% IRRIGATION COVERAGE AND LOCATE PIPE IN BEDS WITHIN PROPERTY BOUNDARIES.

GRAPHIC SCALE
20' 0 10' 20'
(IN FEET)
1 INCH = 20 FT.

STEVEN DANIEL FORTE — REGISTERED LANDSCAPE ARCHITECT — STATE OF FLORIDA
INVALID WITHOUT SIGNATURE

Jerry Pate Design
301 SCHUBERT DRIVE · PENSACOLA, FL 32504
850-479-8633 WWW.JERRYPATEDESIGN.COM

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
100% TEMPORARY IRRIGATION PLAN

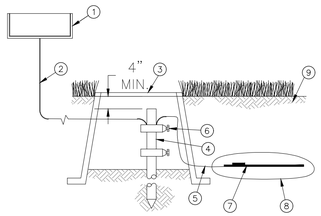
ESCAMBIA COUNTY · FLORIDA

215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 572-9935

VOLKERT
Engineers • Surveyors • Planners
REG. # 4800 / LB # 3653

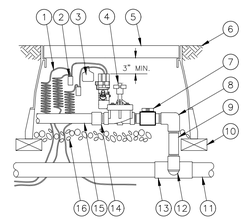
DRAWN BY: AMY O'LAUGHLIN
DESIGNER: MIKE WARNKE
QA/QC MANAGER: DAVID FORTE
DATE: MAY 2018
FIELDBOOK / PAGES:
CHECKED BY:
DISTRICT: 4
SECTION / TOWNSHIP / RANGE
64091
SIGNATURE
DATE
APPROVED BY
REVISIONS
NUMBER

DRAWING NUMBER IR101
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 30 OF 31



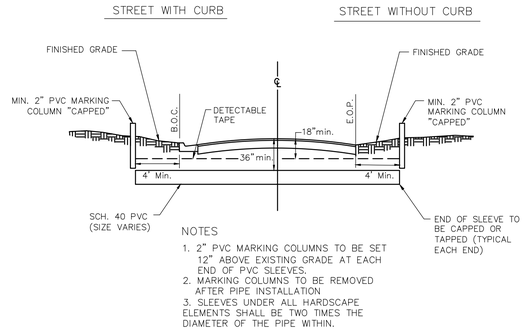
1. RAIN BIRD CONTROLLER
2. SOLID BARE COPPER WIRE (#10 AWG) FROM GROUNDING ROD TO CONTROLLER. MAKE WIRE AS SHORT AND STRAIGHT AS POSSIBLE
3. COVER GROUNDING ROD WITH 10-INCH ROUND VALVE BOX AS SHOWN
4. 5/8-INCH X 10 FT COPPER CLAD GROUNDING ROD. INSTALL RODS IN SOIL IN A TRIAGULAR PATTERN SPACED A MINIMUM OF 16 FT APART FROM EACH OTHER. GROUNDING GRID TO HAVE A RESISTANCE OF TEN (10) OHMS OR LESS
5. BARE COPPER WIRE (#6 AWG MIN.) BETWEEN GROUNDING ROD AND GROUNDING PLATE
6. GROUND ROD CLAMP OR WELDS
7. COPPER GROUNDING PLATE
8. GROUND ENHANCEMENT MATERIAL (IF REQUIRED)
9. FINISH GRADE

01 CONTROLLER GROUNDING GRID
N.T.S. GROUNDING PLATE DESIGN LAYOUT



1. 30-INCH LINEAR LENGTH OF WIRE, COILED
2. WATERPROOF CONNECTION RAIN BIRD SPLICE-1 (1 OF 2)
3. ID TAG: RAIN BIRD VID SERIES
4. REMOTE CONTROL VALVE: RAIN BIRD PESB
5. VALVE BOX WITH COVER: RAIN BIRD VB-STD
6. FINISH GRADE/TOP OF MULCH
7. PVC SLIP BALL VALVE
8. PVC SCH 40 ELL
9. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
10. BRICK (1 OF 4)
11. PVC MAINLINE PIPE
12. SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND SCH 40 ELL
13. PVC SCH 40 TEE OR ELL
14. PVC SCH 40 MALE ADAPTER
15. PVC LATERAL PIPE
16. 3.0-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL

02 REMOTE CONTROL VALVE
N.T.S. RAINBIRD PESB

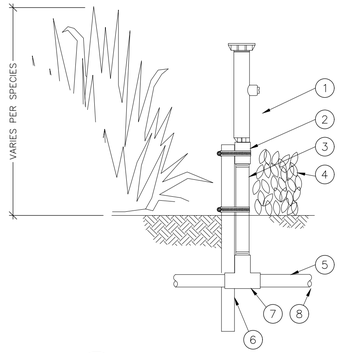


NOTES
1. 2" PVC MARKING COLUMNS TO BE SET 12" ABOVE EXISTING GRADE AT EACH END OF PVC SLEEVES.
2. MARKING COLUMNS TO BE REMOVED AFTER PIPE INSTALLATION
3. SLEEVES UNDER ALL HARDSCAPE ELEMENTS SHALL BE TWO TIMES THE DIAMETER OF THE PIPE WITHIN.

03 IRRIGATION SLEEVE
N.T.S.

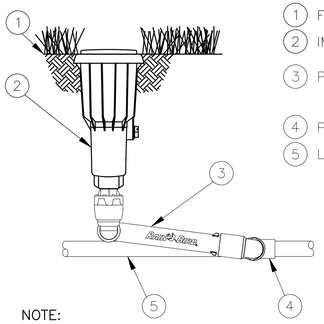
IRRIGATION NOTES:

1. LOCATE ALL UNDERGROUND UTILITIES, ELECTRICAL WIRING, WATER, SEWER, TELEPHONE, CABLE TV, AND OTHER UNDERGROUND LINES BEFORE LANDSCAPE AND IRRIGATION INSTALLATION. SHOULD ANY CONFLICT BECOME KNOWN THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT IN WRITING FOR SUPPLEMENTAL INSTRUCTIONS.
2. ELEMENT LOCATION ON THE DRAWINGS IS SCHEMATIC SHOWING INTENT. CONTRACTOR SHALL NOT MAKE CHANGES TO PIPE SIZING OR ROUTING WITHOUT PRIOR APPROVAL OF OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT.
3. IF DISCREPANCIES OCCUR BETWEEN THE PLANS, NOTES, AND ACTUAL CONDITIONS CONTACT THE LANDSCAPE ARCHITECT IN WRITING FOR CLARIFICATION BEFORE PROCEEDING.
4. INSTALL AN AUTOMATIC IRRIGATION SYSTEM TO ENSURE 100% COVERAGE OF ALL PLANTED AND GRASSED AREAS. THE CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS TO LANDSCAPE ARCHITECT AND OWNER SHOWING ALL INFORMATION REQUIRED BY LOCAL CODES AND NECESSARY FOR THE EFFICIENT OPERATION AND MAINTENANCE OF THE SYSTEM.
5. ALL ELECTRICAL WIRE ASSOCIATED WITH THE IRRIGATION SYSTEM SHALL CONFORM TO THE ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES.
6. THE CONTROLLER SHALL BE EQUIPPED BY THE CONTRACTOR WITH PROPERLY LOCATED AND INSTALLED RAIN I FREEZE I WIND SHUTOFF SENSORS. THE SENSORS SHALL BE LOCATED IN SUCH A MANNER SO THAT THEY ARE UNOBSTRUCTED, AND DIRECTLY EXPOSED TO NATURAL RAINFALL, WIND, AND SUNLIGHT FROM ALL DIRECTIONS, BUT NOT TO RUNOFF WATER FROM SWALES OR OTHER SURFACES.
7. MAINLINE AND LATERAL PIPING SHALL BE SCH 40 PVC WITH GLUE FITTINGS. SHALL BE GLUED FOLLOWING THE REQUIREMENTS OF THE PIPE AND FITTING MANUFACTURERS, AND COUNTY PLUMBING ORDINANCE.
8. IRRIGATION SLEEVING SHALL BE SCHEDULE 40, 2X TOTAL PIPE DIAMETER UNLESS OTHERWISE NOTED.
9. THE LANDSCAPE BID SHALL BE FOR THE IRRIGATION MATERIALS SPECIFIED. REQUESTS TO USE EQUAL, SUBSTITUTE MATERIALS SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT IN WRITING AND OWNER'S APPROVAL GIVEN IN WRITING BEFORE THE SUBSTITUTION IS ALLOWED. REQUESTS TO USE EQUAL, SUBSTITUTE MATERIALS SHALL INCLUDE COMPLETE PRODUCT SPECIFICATIONS AND ANY COST SAVINGS TO THE PROJECT.
10. THE INSTALLER SHALL BE FAMILIAR WITH ALL REQUIREMENTS FOR THE WORK, AND TO CONDUCT HIS WORK IN A CLEAN, SAFE, AND WORKMANLIKE MANNER. THE OWNER RESERVES THE RIGHT TO ACT TO PROTECT HIS PROPERTY AND THE OTHER PERSONNEL AT WORK THERE, AND TO MAKE EMERGENCY REPAIRS OR TAKE CORRECTIVE ACTION IF THE INSTALLER DOES NOT FULFILL HIS OBLIGATIONS IN A TIMELY MANNER. THE OWNER FURTHER RESERVES THE RIGHT TO BACK-CHARGE THE INSTALLER TO COVER SUCH EXPENSES, TO THE EXTENT ALLOWED UNDER APPLICABLE LAW.
11. IRRIGATION MATERIALS AND WORKMANSHIP SHALL BE WARRANTIED FOR ONE YEAR. MANUFACTURER'S WARRANTIES SHALL BE PASSED TO THE OWNER.
12. ALL WORK SHALL BE DONE IN ACCORDANCE WITH PREVAILING CODES AND REGULATIONS, AND SANTA ROSA COUNTY IRRIGATION STANDARDS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY AND CONFORM TO THE PARTICULAR CODES AND REGULATIONS APPLICABLE TO THIS LOCATION, AS WELL AS SANTA ROSA COUNTY IRRIGATION STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, INCLUDING THOSE FOR ANY NEW WATER LINE TAPS OR WELLS, LOCATES, AND INSPECTIONS.
13. CONTRACTOR TO PROVIDE SITE SURVEY TO VERIFY RADIO SIGNAL STRENGTH. IF SURVEY SHOWS THAT AN ANTENNA IS NECESSARY, CONTRACTOR SHALL COORDINATE WITH THE PROJECT LANDSCAPE ARCHITECT AND ARCHITECT TO DETERMINE LOCATION FOR ANTENNA INSTALLATION.
14. IRRIGATION SCHEDULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR PERFORMING THEIR OWN TAKE OFF BASED ON PLAN DOCUMENTS.
15. IRRIGATION SYSTEM AND ITS COMPONENTS SHALL BE INSTALLED ACCORDING TO MANUFACTURES' SPECIFICATIONS.
16. ALL WIRE SPLICES SHALL OCCUR IN A VALVE BOX WITH DBR WATERPROOF WIRE SPLICE KITS.
17. IRRIGATION SCHEDULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR PERFORMING THEIR OWN TAKE OFF BASED ON PLAN DOCUMENTS & SPECIFICATIONS ENSURING UNIFORM COVERAGE OF ALL LANDSCAPED AREAS.



1. POP UP SPRAY IRRIGATION HEAD RAIN BIRD 1806-SAM-PRS
2. UV RADIATION RESISTANT PVC SCH 80 COUPLING
3. UV RADIATION RESISTANT PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
4. PLANT MATERIAL
5. UV RADIATION RESISTANT PVC LATERAL PIPE
6. 1-INCH GALVANIZED STEEL PIPE WITH STAINLESS STEEL GEAR CLAMPS OR EQUIVALENT SUPPORT SYSTEM
7. UV RADIATION RESISTANT PVC SCH 40 TEE OR ELL
8. FINISH GRADE/TOP OF MULCH

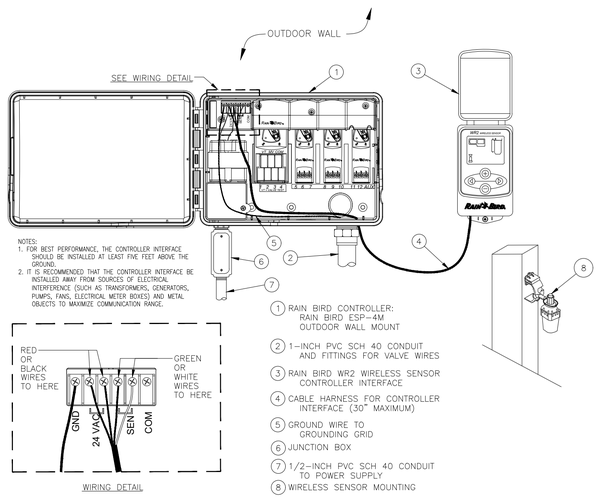
04 RAINBIRD 1806-SAM-PRS
N.T.S. ABOVE GRADE RISER INSTALLATION



1. FINISH GRADE
2. IMPACT ROTOR POP-UP SPRINKLER: RAIN BIRD 2045A MAXI-PAW-SAM-NP
3. PRE-FABRICATED SWING JOINT: RAIN BIRD TSJ-075-PRS WITH 45 PSI PRESSURE REGULATOR
4. PVC SCH 40 TEE OR ELL
5. LATERAL PIPE

NOTE:
A SWING PIPE ASSEMBLY MAY BE USED WITH FLOWS LESS THAN 4 GPM.

05 RAINBIRD 2045 A MAXI BIRD
N.T.S. ABOVE GRADE RISER INSTALLATION



NOTES:
1. FOR BEST PERFORMANCE, THE CONTROLLER INTERFACE SHOULD BE INSTALLED AT LEAST FIVE FEET ABOVE THE GROUND.
2. IT IS RECOMMENDED THAT THE CONTROLLER INTERFACE BE INSTALLED AWAY FROM SOURCES OF ELECTRICAL INTERFERENCE (SUCH AS TRANSFORMERS, GENERATORS, PUMPS, FANS, ELECTRICAL METER BOX(ES) AND METAL OBJECTS TO MAXIMIZE COMMUNICATION RANGE.

1. RAIN BIRD CONTROLLER: RAIN BIRD ESP-4M OUTDOOR WALL MOUNT
2. 1-INCH PVC SCH 40 CONDUIT AND FITTINGS FOR VALVE WIRES
3. RAIN BIRD WR2 WIRELESS SENSOR CONTROLLER INTERFACE
4. CABLE HARNESS FOR CONTROLLER INTERFACE (30" MAXIMUM)
5. GROUND WIRE TO GROUNDING GRID
6. JUNCTION BOX
7. 1/2-INCH PVC SCH 40 CONDUIT TO POWER SUPPLY
8. WIRELESS SENSOR MOUNTING

06 WIRELESS RAIN SENSOR (OUTDOOR)
NTS WR2 SERIES CONTROLLER INTERFACE

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA

100% TEMPORARY IRRIGATION DETAILS

VOLKERT
Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 572-8935

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QA/QC MANAGER:	DAVID FORTE
DATE:	MAY 2018
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CHECKED BY:	
DISTRICT:	4
SECTION / TOWNSHIP / RANGE	
MEC PROJECT NO.	64091
DATE:	
SIGNATURE:	

NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER IR201
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 31 OF 31

STEVEN LANDSCAPE ARCHITECT
STEVE DANIEL
STATE OF FLORIDA
INVALID WITHOUT SIGNATURE

Jerry Pate Design
301 SCHUBERT DRIVE · PENSACOLA, FL 32504
850-479-6633 WWW.JERRYPATEDESIGN.COM

PROJECT SPECIFICATIONS, PERMITS AND GEOTECHNICAL REPORT FOR PENSACOLA BEACH CONGESTION MANAGEMENT PLAN PHASE II- CASINO BEACH PARKING AREA

PD 15-16.007 / PO 16017

Volkert Project #635501.WFR

DATE: MAY 2018

PREPARED FOR:

BOARD OF COUNTY COMMISIONERS

ESCAMBIA COUNTY, FL

PREPARED BY:

VOLKERT, INC.

PO Box 11428

PENSACOLA, FL 32524-1428

PENSACOLA BEACH CONGETSION MANAGEMENT PLAN-
PHASE II- CASINO BEACH PARKING PAKRING AREA
TABLE OF CONTENTS

ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS:

SECTION	TITLE
01000	DEFINITIONS
01300	SUBMITTALS
02230	CLEARING & GRUBBING
02300	EARTHWORK
02340	RIP-RAP
02400	GRADED AGGREGATE BASE
02500	SUPERPAVE ASPHALT CONCRETE
02600	STORMWATER SYSTEM
02900	GRASSING
03300	PORTLAND CONCRETE CEMENT
04040	PAVEMENT MARKINGS
04060	MAINTENANCE OF TRAFFIC

PERMITS (FOR INFORMATIONAL PURPOSE ONLY):

To Be Provided

GEOTECHNICAL REPORT (FOR INFORMATIONAL PURPOSE ONLY):

Nova Engineering and Environmental- Pensacola Beach Congestion Management Plan- Project 2g- Parking Lots Geotechnical Report Dated October 6, 2017- Nova Project Number 8217141

PUBLIC WORKS DEPARTMENT
Engineering Division

Escambia County
Technical Specifications

GENERAL EXCEPTIONS*: Any reference to FDOT *Standard Specifications for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein or otherwise listed in this document.

Work shall comply with requirements of FDOT *Standard Specifications for Road and Bridge Construction*, latest edition, as modified herein.

**Note: The General Exception above does not apply when utilizing Federal Highway Administration (FHWA) funding.*

County Engineer
Joy D. Blackmon, P.E.

Effective Date: February 01, 2015

SECTION 01000 – DEFINITIONS

PART 1 - GENERAL

The following terms, when used in the Contract Documents, have the meaning described

Advertisement
The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as “Notice to Contractors,” or “Notice to Bidders.”

Bidder
An individual, firm, or corporation submitting a proposal for the proposed work.

Bridge
A structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.

Calendar day
Every day shown on the calendar, ending and beginning at midnight.

Contract
The term “Contract” means the entire and integrated agreement between the parties there under and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents form the Contract between the County and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work and the basis of payment.

Contract Documents
The term “Contract Documents” includes: Advertisement for Proposal, Proposal, Certification as to Publication and Notice of Advertisement for Proposal, Appointment of Agent by Nonresident Contractors, Noncollusion Affidavit, Warranty Concerning Solicitation of the Contract by Others, Resolution of Award of Contract, Executed Form of Contract, Performance Bond and Payment Bond, Specifications, plans (including revisions thereto issued during construction), Addenda, or other information mailed or otherwise transmitted to the prospective bidders prior to the receipt of bids, work orders and supplemental agreements, all of which are to be treated as one instrument whether or not set forth at length in the form of contract.

Contract Bond
The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.

Contract Letting
The date that the County opened the bid proposals.

Contract Time
The number of calendar days allowed for completion of the Contract work, including authorized time extensions.

Contractor
The individual, firm, joint venture, or company contracting with the County to perform the work.

Contractor's Engineer of Record
A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer. The Contractor's Engineer of Record must be an employee of a pre-qualified firm. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a prequalified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

Controlling Work Items
The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

County
Escambia County Public Works Department

Culverts
Any structure not classified as a bridge that provides an opening under the roadway.

Delay
Any unanticipated event, action, force or factor which extends the Contractor's time of performance of any controlling work item under the Contract. The term "delay" is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance", or otherwise, which are beyond

the control of and not caused by the Contractor, or the Contractor's subcontractors, materialmen, suppliers or other agents. This term does not include "extra work".

Department
State of Florida Department of Transportation.

Developmental Specification
See definition for Specifications.

Engineer of Record
The Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concept for the project, performs the analysis, and is responsible for the preparation of the Plans and Specifications. The Engineer of Record may be County in-house staff or a consultant retained by the County.

The Contractor shall not employ the Engineer of Record as the Contractor's Engineer of Record or as a Specialty Engineer.

Equipment
The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the work.

Extra Work
Any "work" which is required by the Engineer to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions, or otherwise. This term does not include a "delay".

Highway, Street, or Road
A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Holidays
Days designated by the Board of County Commissioners as holidays, which include, but are not limited to, New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following Friday, and Christmas Day.

Inspector
An authorized representative of the County, assigned to make official inspections of the materials furnished and of the work performed by the Contractor.

Laboratory
The testing laboratory used by the Contractor.

Major Item of Work
Any item of work having an original Contract value in excess of 5% of the original

Contract amount.

Materials
Any substances to be incorporated in the work under the Contract.

Median
The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

Plans
The approved plans, including reproductions thereof, showing the location, character, dimensions, and details of the work.

Proposal (Bid, Bid Proposal)
The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

Proposal Form
The official form or the expedite program generated bid item sheets on which the County requires formal bids to be prepared and submitted for the work.

Proposal Guaranty
The security furnished by the bidder as guaranty that the bidder will enter into the Contract for the work if the County accepts the proposal.

Right-of-Way
The land that the County has title to, or right of use, for the road and its structures and appurtenances, and for material pits furnished by the County.

Roadbed
The portion of the roadway occupied by the subgrade and shoulders.

Roadway
The portion of a highway within the limits of construction.

Section
A numbered prime division of these Specifications.

Special Provisions
See definition for Specifications.

Specialty Engineer
A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Contractor such as but not limited to pot bearing designs, nonstandard expansion joints, MSE wall designs and

other specialty items. The Specialty Engineer may also provide designs and details for items of the permanent work declared by the State Construction Office to be “minor” or “non-structural”. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant. For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

(1) Registration as a Professional Engineer in the State of Florida.
(2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

Specifications
The directions, provisions, and requirements contained herein, together with all stipulations contained in the Contract Documents, setting out or relating to the method and manner of performing the work, or to the quantities and qualities of materials and labor to be furnished under the Contract.

A. Standard Specifications: “Standard Specifications for Road and Bridge Construction” a bound book, applicable to all FDOT Contracts containing adopted requirements, setting out or relating to the method or manner of performing work, or to the quantities and qualities of materials and labor.

B. Supplemental Specifications: Approved additions and revisions to the Standard Specifications, applicable to all Department Contracts.

C. Special Provisions: Specific clauses adopted by the Department that add to or revise the Standard Specifications or supplemental specifications, setting forth conditions varying from or additional to the Standard Specifications applicable to a specific project.

D. Technical Special Provisions: Specifications, of a technical nature, prepared, signed, and sealed by an Engineer registered in the State of Florida other than the State Specifications Engineer or his designee, that are made part of the Contract as an attachment to the Contract Documents.

E. Developmental Specification: A specification developed around a new process, procedure, or material.

Standard Specifications
See definition for Specifications.

State
State of Florida.

Subarticle
A headed and numbered subdivision of an Article of a Section of these Specifications.

Subgrade
The portion of the roadbed immediately below the base course or pavement, including below the curb and gutter, valley gutter, shoulder and driveway pavement. The subgrade limits ordinarily include those portions of the roadbed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section extends to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement, or curb and gutter.

Substructure
All of that part of a bridge structure below the bridge seats, including the parapets, backwalls, and wingwalls of abutments.

Superintendent
The Contractor's authorized representative in responsible charge of the work.

Superstructure
The entire bridge structure above the substructure, including anchorage and anchor bolts, but excluding the parapets, backwalls, and wingwalls of abutments.

Supplemental Agreement
A written agreement between the Contractor and theCounty, and signed by the surety, modifying the Contract within the limitations set forth in these Specifications.

Supplemental Specifications
See definition for Specifications.

Surety
The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.

Technical Special Provisions
See definition for Specifications.

Traveled Way
The portion of the roadway providing for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

Unilateral Payment
A payment of money made to the Contractor by the Department pursuant to Section 337.11(12), Florida Statutes (2009), for sums the Department determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against the Department for payment of any additional sums the Contractor claims are due for the work.

Work
All labor, materials and incidentals required to execute and complete the requirements of the Contract including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied.

Work Order
A written agreement between the Contractor and the County modifying the Contract within the limitations set forth in these Specifications. Funds for this agreement are drawn against the Initial Contingency Pay Item or a Contingency Supplemental Agreement.

Working Day
Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.

END OF SECTION 01000

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and General and Supplemental Provisions of the Contract, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including, but not limited to the following:

1. Submittal Procedures
2. Contractor's Construction Schedule
3. Daily Construction Reports
4. Shop Drawings
5. Product Data
6. Samples
7. Quality Assurance Submittals
8. Licenses
9. Pictures, Video of Pre-Construction Conditions

B. Administrative Submittals: Refer to other Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

1. Permits
2. Applications for Payment
3. Performance and Payment Bonds
4. Insurance Certificates
5. List of Subcontractors
6. Licenses

1.3 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, inspections, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need

to review submittals concurrently for coordination. The County reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

3. Processing: To avoid the need to delay construction as a result of the time required to process submittals, allow sufficient time for submittal review, including time for re-submittals. Allow 2 weeks for initial review. Allow additional time if the County must delay processing to permit coordination with subsequent submittals.

    a. If an intermediate submittal is necessary, process the same as the initial submittal.
    b. Allow 2 weeks for reprocessing each submittal.
    c. No extension of Contract Time will be authorized because of failure to transmit submittals to the County sufficiently in advance of the Work to permit processing.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4 by 5 inches on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.

2. Include the following information on the label for processing and recording action taken.

    a. Project Name.
    b. Date.
    c. Name and Address of the Engineer.
    d. Name and Address of the Contractor.

C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Four copies of each submittal (three hard copy and one digital) shall be transmitted. Transmit each submittal from the Contractor to the County, (copy Engineer) using a transmittal form. The County will not accept submittals received from sources other than the Contractor. Submittals must be approved by Contractor prior to review by County. On the transmittal, record relevant information and requests for data. On the form or on a separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that the information complies with Contract Document requirements on each submittal.

1.4 CONSTRUCTION SCHEDULE/DOCUMENTATION

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 10 days of the issuance of the Notice to Proceed. The contractor shall submit an updated schedule at least once per month, showing any schedule changes. This may be requested up to three times per month by the County. Include dates of shop drawing submittals.

B. Cost Correlation: At the head of the schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of Work performed as of the dates used for preparation of payment requests.

C. Pre-Construction Site Conditions Photos/Video: Contractor shall submit a DVD of photos and video of the site conditions prior to the performance of any work.

D. Licenses: All required licenses to perform work shall be submitted prior to the commencement of construction.

1.5 DAILY CONSTRUCTION REPORTS

Prepare a daily construction report recording the following information concerning events at the site, and submit duplicate copies to the County at weekly intervals including, but not limited to:

1. Work performed.
2. Approximate count of personnel at the site.
3. Count and type of major equipment at the site.
4. High and low temperatures, general weather conditions, including daily rainfall amount from gauge installed on site jointly recorded by contractor and county representative.
5. Accidents and unusual events.
6. Meetings and significant decisions.
7. Stoppages, delays, shortages, and losses.
8. Emergency procedures.
9. Orders and requests of governing authorities.
10. Change Orders received, implemented.
11. Material Expenditures.

1.6 SHOP DRAWINGS

A. Submit shop drawings for structures unless FDOT approved structures are used.

B. Shop Drawings – Including, but not limited to the following information:

1. Dimensions.
2. Identification of products and materials included by sheet and detail number.
3. Compliance with specified standards.

1.7 PRODUCT DATA

Product Data - Include the following information:

1. Manufacturer's printed recommendations.
2. Compliance with trade association standards.
3. Compliance with recognized testing agency standards.
4. Application of testing agency labels and seals.

1.8 SAMPLES

Submit samples as specified in the technical specifications.

1.9 QUALITY CONTROL (QC) / QUALITY ASSURANCE (QA) SUBMITTALS

A. Submit the QC Plan to the County for approval within 21 calendar days after the Notice to Proceed. The County will review the QC Plan and respond to the Contractor within 21 calendar days of receipt.

If at any time the Contractor is not in compliance with the approved QC Plan, or a part thereof, affected portions of the plan will be disapproved. The contractor shall cease work in the affected operation(s) and submit a revision to the County. If the QC Plan, or a part thereof, must be revised, submit the revision to the County. The County will review the revision and respond within seven calendar days of receipt.

Continue to work on operations that are still in compliance with the approved sections of the QC Plan.

B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit to the County a certification from the manufacturer certifying compliance with specified requirements.

C. Inspection and Test Reports: Requirements for specific testing are included in the technical specifications.

1. Submit to the County: Two (2) copies (one hard copy and one digital) of the inspection and test reports from a qualified, independent, geotechnical engineering testing agency, under the direction of a Professional Engineer, licensed in the State of Florida.

2. All testing required by the specifications or the County shall be at the contractors expense.

3. No additional work within/upon the tested area shall proceed until submitted test results confirm compliance with specification requirements.

4. Areas where submitted test results indicate non-compliance shall be removed, replaced, and retested. Extents of area out of compliance shall be determined by testing at 25’ increments, in each direction within the construction area, until passing results are achieved.

5. Variations from testing requirements and frequency of testing may be authorized by the County and will be documented in writing.

1.10 ENGINEER'S ACTION

Except for submittals for the record or information, where action and return is required, the County will review each submittal, mark to indicate action taken, return to contractor within the timeframe allotted herein. Compliance with specified characteristics is the Contractor's responsibility.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

SECTION 02230 - CLEARING & GRUBBING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions shall apply to this Section.

B. Florida Department of Transportation*, Standard Specifications for Road and Bridge Construction, Section 110, Latest Edition.*

C. Emerald Coast Utility Authority (ECUA) *Engineering Manual*, *Latest Edition.*

1.2 SUMMARY

A. This Section includes, but is not limited to, the following:

1. Protection of existing trees indicated to remain.
2. Removal of trees and other vegetation.
3. Clearing and grubbing.
4. Removing above-grade improvements.
5. Removing below-grade improvements.

B. Extent of clearing & grubbing shall remain in County right-of-way, easements (temporary or permanent), or approved written work agreement areas, unless otherwise noted or instructed.

1.3 PROJECT CONDITIONS

Provide protection for all public land corners and monuments within the limits of construction. Any Monuments disturbed while performing the work will be replaced at the contractor's expense.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SITE CLEARING

A. General: Remove trees, shrubs, grass, and other vegetation, improvements, or obstructions, as required, to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated. Removal includes digging out and off-site disposal of stumps and roots.

Carefully and cleanly cut minor roots and branches of trees indicated to

remain in a manner where such roots and branches obstruct installation of new construction.

B. Clearing and Grubbing: Clear site of trees, shrubs, and other vegetation, except for those indicated to remain.

1. Completely remove all stumps within the roadway. Remove roots and other debris to a depth of 12” below the ground surface or finished grade, whichever is lower.

2. Use only hand methods for grubbing inside drip line of trees Indicated to remain.

3. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated in accordance with Section 2300.

C. Removal of Improvements: Remove existing above grade and below grade improvements as indicated and as necessary to facilitate new construction, and other work as indicated.

3.2 DISPOSAL OF WASTE MATERIALS

A. Burning: Burning is not permitted on County property. Requests to burn will be considered on a case by case basis. If approved, Contractor is to acquire permits and provide copies to the County.

B. Removal from County Property: Remove waste materials and unsuitable or excess topsoil from County property, and dispose of off site in a legal manner.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. Lump Sum Payment: When direct payment is provided in the Contract for the quantity to be paid for as the lump sum quantity cleared and grubbed, no additional measurements will be made.

B. Payment By The Acre/Square Yard: For areas of Clearing and Grubbing that are designated to be paid for separately by the acre or square yard, the quantity to be paid for will be determined by measurement of the areas shown on the plans or authorized by the County to be cleared and grubbed, and acceptably completed.

4.2 BASIS OF PAYMENT

A. General: Price and payment will be full compensation for all Clearing and Grubbing required for the roadway right-of-way and for lateral ditches, channel changes, or other outfall areas, and any other Clearing and Grubbing indicated, or required for the construction of the entire project, except for any areas designated to be paid for separately or to be specifically included in the costs of other work under the contract. Price and payment, either lump sum or by the acre/square yard will be full compensation for all the work specified in this Section, including all necessary hauling, furnishing equipment, equipment operation, furnishing any areas required for disposal of debris, leveling of terrain and the landscaping work of trimming, etc., as specified herein.

B. Lump Sum Payment: Payment shall be made at the lump sum contract price for Clearing and Grubbing, lump sum.

C. Payment: Payment shall be made at the per unit contract price for Clearing and Grubbing, per acre or square yard.

END OF SECTION 02230

SECTION 02300 - EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Florida Department of Transportation*, Standard Specifications for Road and Bridge Construction, Latest Edition*.

1.2 SUMMARY

A. This Section includes preparing and grading for pavement, curb, subgrades, drainage features, and general site work.

B. Related Sections: The following Sections contain requirements that relate to this Section.

1. Section 2230 "Clearing & Grubbing" for clearing, grubbing, and tree protection.

2. Section 2600 “Stormwater System” for installation of stormwater systems.

1.3 DEFINITIONS

A. Excavation consists of the removal of material encountered to subgrade elevations and the reuse or disposal of materials removed.

B. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, base, drainage fill, or topsoil materials.

C. Borrow: Soil material obtained off-site when sufficient approved soil material is not available from on-site excavations.

D. Subbase Course: The layer placed between the subgrade and base course in a paving system.

E. Base Course: The layer placed immediately beneath the surface pavement in a paving system.

F. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by the County. Unauthorized excavation, as well as remedial work directed by the Engineer, shall be at the Contractor's expense.

G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.

H. Utilities include on-site above ground utilities, overhead utilities and underground utilities including: pipes, conduits, ducts, and cables, as well as related appurtenances and underground services within building lines.

I. Unsuitable Material: Any material such as muck, wood, rock, peat, garbage, non-compactable soils in dry condition, and any other material that is considered by the County Engineer to be unsuitable.

J. Topsoil: Topsoil is defined as the surface layer of soil found normally to a depth of at least 4 to 8 inches that typically contains organic materials. Satisfactory topsoil is reasonably free of roots, clay lumps, stones, other objects over 2 inches in diameter, and any other objectionable or deleterious material.

1.4 SUBMITTALS

A. General: Submit the following in accordance with Section 1300, "Submittals."

B. Product Data and Samples of the following:

1. 1-lb representative samples of each proposed fill and backfill soil material from borrow sources as selected by the County.

2. 12-by-12-inch sample of filter fabric.

3. Representative samples of the proposed base and sub-base materials.

C. Test Reports: In addition to test reports required under field quality control, submit the original directly to the County from the testing services, with a copy to the Contractor:

1. Laboratory analysis as specified in 1.1 (Related Documents) of each soil material proposed for fill and backfill from borrow sources.

2. One optimum moisture-maximum density curve for each soil material.

3. Report of actual unconfined compressive strength and/or results of bearing tests of each stratum tested.

1.5 QUALITY CONTROL / QUALITY ASSURANCE

A. Codes and Standards: Perform earthwork complying with all requirements of authorities having jurisdiction.

B. Testing and Inspection Service: A qualified independent geotechnical engineering testing agency, under the direction of a Professional Engineer, licensed in the State of Florida to classify, perform soil tests, and provide inspection services for quality control. All proposed borrow soils will require the testing agency to verify that soils comply with specified requirements and to perform required field and laboratory testing. Contractor shall replace materials removed for testing purposes. Should any work or materials fail to meet the requirements set forth in the plans and specifications, contractor shall reimburse for additional and re-testing.

1.6 PROJECT CONDITIONS

A. Site Information: Data in the subsurface investigation Report, if available, is used for the basis of the design and is available to the contractor for information only. Conditions are not intended as representations or warranties of accuracy or continuity between soil borings. The County will not be responsible for interpretations or conclusions drawn from this data by the Contractor.

B. Existing Utilities: After location of utilities by the appropriate utility company, it is the Contractor's responsibility to protect all such utility lines, including service lines and appurtenances, and to replace at his own expense any that may be damaged by the Contractor's equipment or forces during construction of the Project.

1. Provide a minimum of 48-hours notice to the County and receive written notice to proceed before interrupting any utility.

2. The contractor is responsible for contacting all utility companies to verify locations of all existing utilities, utility-related obstructions, or utility relocations that he may encounter during construction.

3. Adequate provision shall be made for the flow of existing sewers, drains, and water courses encountered during construction, and structures which may be disturbed shall be satisfactorily restored by the Contractor at his expense.

C. Should uncharted, or incorrectly charted, piping or other utilities be encountered during the course of the work, consult the County immediately for directions. Cooperate with the County and utility companies in keeping respective services and facilities in operation.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Soils used as fill shall be clean sands, similar to existing site soil, with less than 5% passing the number 200 sieve when existing subgrade conditions are considered wet as per the County. Soils as described above with less than 15% passing the number 200 sieve and meeting the requirements of Section 902-6 of the FDOT Specifications may be used when existing subgrade conditions are considered dry as per the County. The sand shall have a maximum dry density of at least 100 pounds per cubic foot, according to the Standard Proctor compaction test, AASHTO T-99, ASTM D698. Provide approved borrow soil materials from off-site when sufficient satisfactory soil materials are not available from on-site excavations

If the Contractor elects to import any materials, then he will do so only with the approval of the County and at his own expense, unless separate payments for such items are called for in these specifications. Provide laboratory certification that soils meet requirements of specifications.

B. Sub-Base Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, or sand. The material shall be stabilized in accordance with FDOT Standard Specification Section 160-5.4. ASTM D 2940, with at least 95 percent passing a 1-1/2-inch sieve, and not more than 8 percent passing a No. 200 sieve.

Barrier Island Sand.

(a) **Protection required.** The county recognizes that the white sands of Perdido Key and Pensacola Beach promote tourism and enhance the quality of life of the residents of the county, and that the permanent discoloration, darkening or staining of the sands would harm the public welfare. To maintain, preserve and protect the natural function and color of these fine to medium grained white sands, the importation, use, and relocation of red clay and other materials that tend to discolor, darken or stain the natural white sands of Perdido Key and Santa Rosa Island is prohibited. Additionally, transportation of prohibited materials when exposed to wind or water shall be prevented on the islands by containment and removal. Approved and prohibited material specifications are provided in Chapter 2 - Barrier island sand section of the Design Standards Manual (DSM).

(b) Applicability. There shall be no distinction made regarding the applicability of the provisions of this section between Perdido Key and Santa Rosa Island soil material. However, the county may, upon specific consideration, differentiate between the allowable soil material of the Gulf front beach, Gulf front (primary) dunes, sound side beach, interior (secondary) dunes and forested ecosystems.

(c) Permit Required. All projects involving the placement of sand or other construction or landscaping materials on Santa Rosa Island or Perdido Key shall require county approval of a representative sample of the materials according to the compliance review processes of Chapter 2 prior to transport on the barrier islands.

(d) Prohibited importation, transfer and use. The following prohibitions on the importation, transfer and use of some materials on barrier islands are based on approved and prohibited materials as prescribed in this section:

(1) No person may import or cause to be imported onto Santa Rosa Island or Perdido Key any construction or landscaping material which is not an approved material.

(2) No person may use, or transfer for use, any prohibited material in connection with any paving, road surfacing, filling, landscaping, construction work or any other improvement to real property on Perdido Key or Santa Rosa Island, whether leased or not.

(3) No person may transfer from parcel to parcel any construction material which is not an approved material where such material is to be used in connection with any paving, road surfacing, filling, landscaping, construction work or any other improvement to real property on Perdido Key or Santa Rosa Island, whether leased or not.

(e) Removal of prohibited materials.

(1) General. Any time reconstruction, redevelopment, improvement or use of a site on Santa Rosa Island or Perdido Key uncovers or exposes "prohibited materials" as defined in DSM Chapter 2 - Barrier Island Sand section those materials must be immediately removed from the site and relocated off the barrier island.

(2) Utilities. Any time a utility company, authority, or franchisee, which has acquired use of the county's rights-of-way, easements or other interest by permission, agreement or law to provide services to consumers, shall uncover or expose any prohibited material during the installation, maintenance, repair or removal of its system on Santa Rosa Island or Perdido Key, it shall remove from the barrier island the prohibited material disturbed by the work and replace it with approved materials. The prohibited materials shall be removed in such a manner as to avoid their release by wind, water, or other means onto adjacent lands or waters.

(3) BCC approved exemption. The BCC may exempt the application of these removal provisions for particular projects or parts of projects upon determination by a four-fifths vote of the board that an emergency exists and that an immediate exemption is required to protect the public health, safety or welfare.

(4) Removal time. The requirement for immediate removal of prohibited materials may be relaxed if the materials are confirmed to be contained in such a way as to preclude their transfer by wind, water or other means within the parcel or onto adjacent parcels or waters, and if the

delay is otherwise consistent with the purpose and intent of this section. However, prohibited materials may remain on the site where exposed or on the barrier island for no more than 48 hours. The county shall promulgate approved methods of containing and transporting prohibited materials required to be removed.

Chapter 2 (DSM)
Barrier Island Sand

(a) Approved material. Approved materials are those constructions and landscaping materials whose mineralogical composition is white fine to medium grained quartz sand. However, oyster shell, limestone or white dolomite may be used for road bed or foundation construction if reasonably the same color as approved sand after exposure to the sun and not containing clay or other discoloring, staining or darkening material. For the purposes of this section, white fine to medium grained quartz sand shall have the following characteristics:

(1) Color. A Munsell Color Chart value of 9.25 or whiter and a chroma of 0.5 or less on the 2.5, 5, 7.5 or 10YR scale when checked in an air dry condition.

(2) Grain size. A grain size of 75 percent of the sample by weight between 0.43 millimeters (mm) and 0.08 mm, with the remaining 25 percent being coarser than 0.43mm but not larger than 1.0 mm as described under the Unified Soil Classification System. This corresponds to the number 40-200 sieve sizes for gradation curve analysis.

(a) Prohibited material. Prohibited materials are any darkening, discoloring or staining materials having the ability to permanently (greater than six months) change the color or darken the natural white sands of Santa Rosa Island or Perdido Key, or any approved materials, whenever coming into contact with them. Prohibited materials include any with the following characteristics:

(1) Color. A color darker than the color required for approved materials.

(2) Grain size. A grain size with over ten percent by weight of the sample outside the range required for approved materials.

(3) Composition or character. Any material which, in whole or in part, is composed of or contains clay or any other substance that would darken, stain or discolor the natural barrier island sands or approved material

PART 3 - EXECUTION

3.1 DEWATERING

A. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on sub-grades in work areas, and from flooding project site and surrounding area.

B. Protect subgrades and foundation soils from softening and damage by

rain or water accumulation.

C. The Contractor shall prevent the accumulation of water in excavated areas, and shall remove, by pumping or other means, any water that accumulates in the excavation. The Contractor shall prevent the accumulation of water in both structural and trench excavations and shall remove, by well point system or by other means, water which accumulates. The Contractor shall provide, install and operate a suitable and satisfactory dewatering system, when needed to dry sub-grades or other work areas. The Contractor shall comply with the latest testing requirements as set forth by the applicable regulatory agency. At a minimum, the contractor shall test once prior to dewatering, once within the first week of dewatering, and once every thirty (30) days while dewatering.

D. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rainwater and water removed from excavations to collection or runoff areas. Do not use trench excavations as temporary drainage ditches. Discharged water shall be clean, not silt or sediment laden, prior to discharge to untreated system and/or waters of the State.

3.2 EXCAVATION

A. Explosives: Not permitted.

B. Strip topsoil and significant root systems to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material. Remove heavy growths of grass from areas before stripping. Where existing trees are indicated to remain, leave existing topsoil in place within drip lines to prevent damage to root systems.

3.3 STABILITY OF EXCAVATIONS

A. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.

B. All excavation work shall conform to all applicable OSHA Publications, Latest Editions. The Contractor's method of providing protective support to prevent cave-ins shall conform to OSHA requirements. Slope excavations, shoring, and trench box usage in the field must be based on tabulated data and designed by the Contractor. The contractor is solely responsible for job site safety and shall not be compensated for required safety equipment/devices.

C.

3.4 EXCAVATION FOR STRUCTURES

Excavate to indicated elevations and dimensions within a tolerance of plus or minus 0.10 foot. Extend excavations a sufficient distance from structures for placing and removing concrete formwork, maintaining a safe slope, installing services and other construction, and for inspections.

A. Footings and Foundations: Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

B. Pile Foundations: After piles have been installed, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.

C. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Appurtenances: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 0.10 foot.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades. Consider Dewatering and other sections as applicable.

3.6 EXCAVATION FOR STORMWATER SYSTEMS

Excavate and compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of Section 2600. Consider Dewatering and other sections as applicable.

3.7 STORAGE OF SOIL MATERIALS

Stockpile excavated materials acceptable for backfill, fill soil, and topsoil materials, including acceptable borrow materials. Stockpile soil materials without intermixing. Stockpiles shall be placed, graded, and shaped to drain surface water and prevent erosion. Cover to prevent wind-blown dust and/or erosion. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.8 BACKFILL

A. Backfill excavations promptly, but not before completing the following:

1. Acceptance of construction below finish grade including, where applicable, filter fabric installation and gravel bedding.

2. Surveying locations of underground utilities for record documents.

3. Testing, inspecting, and approval of underground utilities.

4. Removal of trash and debris from excavation.

5. Removal of temporary shoring, bracing, and sheeting unless specified to remain.

B. No backfill material shall be placed, spread or rolled during unfavorable weather conditions. When the work is interrupted by heavy rain, backfill operations shall not be resumed until the moisture content of the fill is as previously specified to achieve proper compaction.

3.9 FILL

A. Preparation: Remove vegetation, topsoil, debris, wet and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills. Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface. In order to insure proper bond and prevent slipping between the original ground and fill, the surface of the original ground shall be scarified to a depth of at least three inches. Each layer of fill material shall be compacted until the required density is achieved, and the density achieved should be verified in accordance with specifications using in-place density testing.

B. When subgrade or existing ground surface is to receive fill and has a density less than that required for fill, break up ground surface to depth required, pulverize, moisture condition or aerate soil and re-compact to required density.

C. Place fill material in layers to required elevations for each location listed below.

1. Under grass, subbase or base material, use satisfactory excavated or borrow soil material.

2. Under walks and pavements, curbs, steps, ramps, building slabs, footings and foundations use subbase and/or base material.

3.10 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.

B. Do not place backfill or fill material on surfaces that contain excessive moisture.

C. Remove and replace, or scarify and air-dry satisfactory soil material that is too wet to compact to specified density. Stockpile or spread and dry removed wet satisfactory soil material.

3.11 COMPACTION

A. Place backfill and fill materials in layers or lifts not more than 12 inches in loose depth for material compacted by heavy compaction equipment, and not more than 8 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill materials evenly on all sides of structures to required elevations. Place backfill and fill uniformly along the full length of each structure.

C. Percentage of Maximum Dry Density Requirements: Compact soil to not less than the following percentages of maximum dry density according to ASTM Modified Proctor):

1. Under structures, building slabs, steps, and pavements, compact each layer of backfill or fill material at a minimum of 98% Modified Proctor of the material's maximum dry density.

2. Under lawn or unpaved areas, compact each layer of backfill or fill material at 95% Modified Proctor maximum dry density.

3.12 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between existing adjacent grades and new grades.

2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 0.10 foot.

2. Walks: Plus or minus 0.10 foot.

3. Pavements: Plus or minus ½ inch.

3.13 STABILIZED SUBGRADE

A. For stabilized subgrade the type of materials, commercial or local, is at the Contractor's option and no separate payment for stabilizing materials will be made (other than as may be paid for as borrow).

B. When stabilizing is designated as Type B, compliance with the bearing value requirements will be determined by the Limerock Bearing Ratio Method. Minimum LBR shall be 40.

C. It is the Contractor's responsibility that the finished roadbed section meets the bearing value requirements, regardless of the quantity of stabilizing materials necessary to be added. Also, full payment will be made for any areas where the existing subgrade materials meet the design bearing value requirements without the addition of stabilizing additives, as well as areas where the Contractor may elect to place select high-bearing materials from other sources, within the limits of the stabilizing.

D. After the roadbed grading operations have been substantially completed, the Contractor shall make his own determination as to the quantity (if any) of stabilizing material, of the type selected by him, necessary for compliance with the bearing value requirements. The contractor shall notify the Engineer of the approximate quantity to be added, and the spreading and mixing-in of such quantity of materials shall meet the approval of the County as to uniformity and effectiveness.

3.14 FIELD QUALITY CONTROL

A. Testing Agency Services: Allow testing agency to inspect and test each subgrade and each fill or backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements.

1. Perform field in-place density tests according to ASTM D 1556 (sand cone method), ASTM D 2167 (rubber balloon method), ASTM D 293 (drive cylinder method), or ASTM D 2922 (nuclear method), as applicable.

a. Field in-place density tests may also be performed by the nuclear method according to ASTM D 2922, provided that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D 1556. With each density calibration check, check the calibration curves furnished with the speedy moisture meter according to ASTM D 3017.

b. When field in-place density tests are performed using

nuclear methods, make calibration checks of both density and speedy moisture meter at beginning of work, on each different type of material encountered, and at intervals as directed by the Engineer.

2. Paved Areas: Make at least one field density test of subgrade, base, and each compacted fill layer for every 300 linear feet of roadway or equivalent area, but in no case less than two tests. Tests shall be staggered to ensure representative sampling.

3. Unpaved Areas: Make at least one field density test of each compacted fill layer or subgrade for every 1000 square yards of area, but in no case less than two tests.

4. Other tests may be required at County's discretion.

B. If, in the opinion of the County, based on testing service reports and inspection or the Engineer's observations, subgrades, fills, or backfills are below specified density, scarify and moisten or aerate as needed, or remove and replace soil to the depth required, re-compact, and re-test until required density is obtained at no additional expense.

3.15 REPAIR & CORRECTIONS

A. Protecting Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions. Scarify or remove and replace material to depth directed by the Engineer; reshape and re-compact at optimum moisture content to the required density.

B. Settling: Where settling occurs, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

C. When traffic must cross open trenches, the contractor shall provide suitable bridge of graded aggregate base or temporary asphalt paving as directed by County at no additional expense. (See Section 4060 for additional requirements.)

D. Erosion Control: The Contractor shall be responsible for the prevention of erosion from the site and for maintaining filled and graded surfaces for the duration of the project. This includes, but is not limited to, the erection of a silt fence and hay bale barricade as per Florida Stormwater Erosion and Sedimentation Control Inspector's Manual and/or as shown in the

construction plans. The Contractor shall take whatever steps necessary to prevent erosion and sedimentation, and will be responsible for any damages which might occur to down-land properties as a result of run-off from the site during sitework construction at no additional cost. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

Surplus excavated material becomes the property of the Contractor unless otherwise noted. Waste materials, including unsatisfactory soils, trash and debris shall be removed and legally disposed of, off the Owner's property.

3.17 CLEAN-UP AND FINAL INSPECTION

Before final inspection and acceptance the Contractor shall clean ditches, shape shoulders and restore all disturbed areas, including street crossings, grass plots, re-grassing if necessary, to as good a condition as existed before work started.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. Excavation: When payment for excavation is on a volumetric basis, the quantity to be paid for will be the volume, in cubic yards, calculated by the method of average end areas according to the survey and plans. If actual quantities vary in field, contractor shall communicate with Engineer and/or County to request additional payment. The measurement will include the net volume of material between the original ground surface and the surface of completed earthwork according to the survey and plans. If actual quantities vary in field, contractor shall communicate with the County to request additional payment. Excavation for swales and channels will be included in the total quantity for Excavation. Subsoil Excavation will be measured to the lines and grades indicated on the plans or as approved by the County. Backfill material shall either include normal excavation material from within project limits or borrow material supplied by the Contractor.

B. Embankment: Quantities for Embankment will be calculated by the method of average end or square yard areas, and will include material placed above the original ground line, within the lines and grades indicated on the plans or as directed by the County.

C. Calcium Chloride for Dust Control: The quantity to be paid for will be the weight, in tons, of calcium chloride authorized and acceptably spread on the road, within the limits specified by the County. The quantity will be determined from scales, certified freight bills, or other sources, the

accuracy of which can be authenticated.

4.2 BASIS OF PAYMENT

A. General: Prices and payments for the various work items included in this section will be full compensation for all work described herein, including excavating, dewatering, dredging, hauling, placing, and compacting. Separate pay items will be provided for all devices required to maintain control of erosion according to plans and NPDES permit. Additional devices shall be no additional cost.

B. Excavation: Unit prices will be established for required cubic yard volumes of Regular Excavation, Subsoil Excavation, and Borrow Excavation as necessary. When subsoil excavation is required to a depth greater than plans and specifications require, and additional excavation is not due to unsuitable, a change order will be required to establish a new quantity utilizing the current unit price.

C. Embankment: Payment shall be made at the unit contract price for Embankment, cubic yard or square yard, in place, according to plans.

D. Calcium Chloride for Dust Control: Price and payment will be full compensation for all work and materials specified for this item, including specifically all required shaping and maintenance of the treated area and all water furnished and applied to the area.

E. Dewatering: The contractor shall include the cost of dewatering in the unit price bid for the stormwater pipe if there is not a specific line item used in the contract.

END OF SECTION 02300

SECTION 02340 - RIPRAP

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, *Section 530*, and *Design Standard Index 281*, *Latest Edition*.

1.2 DESCRIPTION OF WORK

This section shall cover the work of furnishing and constructing the Riprap which shall consist of a protective course of stone or other approved materials on embankment slopes, in channels, or other work as shown on the plans or directed, with or without a Filter Blanket, all in accordance with these Specifications and in conformity with the lines and grades noted in the plan details.

PART 2 - PRODUCTS

2.1 MATERIALS

Rubble\Stone Riprap shall comply with Florida Department of Transportation *Standard Specification 530-2.2*

A. Banks and shore protection shall comply with Florida Department of Transportation *Standard Specification 530-2.2.1*.

B. Ditch lining shall comply with Florida Department of Transportation *Standard Specification 530-2.2.2*.

C. Broken stone and broken concrete shall comply with Florida Department of Transportation *Standard Specification 530-2.2.3*.

D. Geotextile fabric shall comply with Florida Department of Transportation *Standard Specification 514* and Florida Department of Transportation *Design Standards, Index No. 199* according to its application.

E. Bedding stone shall comply with Florida Department of Transportation *Standard Specification 530-2.3*.

F. Sand/Cement Riprap: Materials and placement shall comply with Florida Department of Transportation *Standard Specification 530-2.1*.

PART 3 - EXECUTION

3.1 EXECUTION

A. Construction Requirements:

General: All slopes to be treated with riprap shall be trimmed to the lines and grades indicated by the plans or directed, such that the plan grades are the top of the placed riprap, unless otherwise noted. Loose material shall be compacted by methods approved by the Engineer or removed.

Slopes which require a filter blanket under the riprap shall, in addition to the above, be prepared as noted below.

1. Placement of any riprap on a filter blanket shall be by such means that will not damage or destroy the blanket. Any damage to the blanket shall be repaired without additional compensation.

2. Unless directed otherwise by the Engineer or shown by plan details, all outer edges and the top of riprap where the riprap terminates shall be formed so that the surface of the riprap will be embedded and even with the surface of the ground and/or slope.

3. All riprap construction shall begin at the bottom of the slope and progress upward.

4. Filter Blanket: Unless otherwise specified by the plans or ordered in writing, a fabric blanket will not be allowed for soils with 85% by weight passing the No. 200 sieve (U.S. Std.)

5. The bedding stone shall be constructed in accordance with Florida Department of Transportation Specification 530-3.3.

6. Foundation Preparation: Areas on which filter fabrics are to be placed shall be uniformly trimmed and dressed to conform to cross-sections shown by the plans.

B. Plastic Filter Fabric (Geotextile):

Plastic filter fabric shall be placed in the manner and at the locations shown in the plans or as directed by the Engineer. At the time of installation, fabric shall be rejected if it has defects, rips, holes, flaws, deterioration or damage incurred during manufacturer, transportation or storage. The fabric shall be placed with the long dimension parallel to the centerline of the channel or shoreline unless otherwise directed by the Engineer, and shall be laid smooth and free of tension, stress, folds, wrinkles or creases. The strips shall be placed to provide a minimum

width of 24 inches of overlap for each joint with the upstream strip of fabric overlapping the downstream strip. Overlap joints and seams shall be measured as a single layer of cloth. Securing pins with washers shall be inserted through both strips of overlapped cloth as recommended by the manufacturer, but no greater than the following intervals along a line through the midpoint of the overlap.

Pin Spacing	Slope
2 ft.	Steeper than 3:1
3 ft.	3:1 to 4:1
5 ft.	Flatter than 4:1

The fabric shall be turned down and buried two feet at all exterior limits except where a stone-filled key is provided below natural ground.

Additional pins regardless of location shall be installed as necessary to prevent any slippage of the filter fabric. Overlaps in the fabric shall be placed so that any upstream strip of fabric will overlap the downstream strip. Should the Engineer direct that the fabric be placed with the long dimension perpendicular to the centerline of the channel or shoreline, the lower strip of fabric shall underlap the next higher strip. Each securing pin shall be pushed through the fabric until the washer bears against the fabric and secures it firmly to the foundation. The fabric shall be protected at all times during construction from contamination by surface runoff and any fabric so contaminated shall be removed and replaced with uncontaminated fabric. Any damage to the fabric during its installation or during placement of riprap shall be replaced by the Contractor. The work shall be scheduled so that the manufacturer's recommendation for UV exposure is not exceeded or 5 days does not expire between placement of the fabric and the covering of the fabric with riprap, whichever is less.

3.2 STONE AND CONCRETE RUBBLE RIPRAP

General: Unless otherwise shown by plan details or directed, stone or concrete shall not be placed on slopes steeper than the natural angle of repose of the riprap material.

Placement of stone or concrete may, unless otherwise noted hereinafter, be placed by methods and equipment suitable for the purpose of placing the riprap in accordance with the requirements for the class riprap involved without damaging any existing facility or construction material.

The stone or concrete shall be placed in such a manner as to produce a reasonably well graded mass of rock with the minimum practical percentage of voids. Stone or concrete shall be laid with close broken joints and resting on the embankment slope. The top of the riprap shall be constructed to the lines, grades and thickness shown by the plans or as directed. Riprap shall be placed

to its full course thickness in one operation and in such a manner as to avoid displacing or damaging the filter blanket material. The larger stone or concrete shall be well distributed and the entire mass of stone or concrete, in their final position, shall conform to a reasonable uniform gradation. The finished riprap shall be free from objectionable pockets of small stone or concrete and clusters of larger stone or concrete. Open joints shall be filled with spalls, or small stone or concrete in such manner that all stone or concrete are tightly wedged or keyed. Placing riprap by dumping into chutes or by other methods likely to cause segregation of sizes will not be permitted. The desired distribution of the various sizes of stone or concrete throughout the mass shall be obtained by selective loading of the material at the source, by controlled dumping of successive loads during final placing, or by other methods of placement which will produce the specified results. The individual pieces of stone or concrete in each horizontal course shall be laid so that they will not break away from embankment. Rearranging of individual stone or concrete by mechanical equipment, or by hand, will be required to the extent necessary to obtain a reasonably well graded distribution of stone or concrete as specified above.

3.3 SAND/CEMENT RIPRAP

A. Placing: Immediately following mixing, the mixture shall be placed in the bags, tied (so that when laid in position, they will flatten out and give a thickness of not less than six inches) and placed flat on the area designed. Use only one type of bag per structure. Bags shall be layered and wedged against each other to form closed joints, with tied ends of sacks all laid in the same direction. Sacks ripped or torn in placing shall be removed and replaced with sound, unbroken sacks. When required to be placed under water, special care shall be taken to see that bags are closely jointed to give the same tight joints as required on dry slopes. After the riprap is placed, it shall be sprinkled with water as directed and kept damp for not less than three days. No sand/cement riprap shall be mixed in freezing weather.

B. Grouting: Immediately after watering, all openings between sacks shall be filled with dry grout composed of one part Portland cement and five parts sand.

C. Pinned/Staked Bags: Bags shall be pinned/staked when called for on drawings.

3.4 CLEAN UP

Before final inspection and acceptance, the Contractor shall remove all excess material from site and restore all disturbed areas to as good a condition as existed before work started.

3.5 MAINTENANCE

The Contractor shall maintain all riprap until the contract work is accepted, and shall replace, without additional compensation, any damaged or missing riprap.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. Sand-Cement: The quantity to be paid for will be the volume, in cubic yards, of sand actually used in the sand cement mixture and grout, satisfactorily placed and accepted. If sand is proportioned by volume, the sand will be measured loose in an approved measure prior to mixing with cement. If sand cement is proportioned by weight, approved scales will be used for this purpose and the volume will be calculated using a standard conversion factor for sand of 85lbs. /cubic feet. No adjustment of batch weights to allow for varying moisture content of the sand will be made.

B. Stone/Concrete Rubble and Bedding Stone: The quantities to be paid for will be, as per plans/bid schedule, and either by the weight in tons in surface dry natural state; by railroad scales, truck scales, or barge displacement, or by square yards (according to plan thickness.) The Contractor shall determine the weights as follows:

1. Railroad Weights: The Contractor shall weight railroad cars on railroad scales, before and after loading or before and after unloading. If weighed by other than the Engineer, a certified statement of weights will be required. Certificates of weight, furnished by the railroad company, will be accepted without further certification.

2. Truck Weights: The Contractor shall weigh trucks on certified scales, loaded and empty, as prescribed above for railroad weights. The Contractor shall weigh trucks in presence of the Engineer, or furnish certificates of weights.

3. Barge Displacement: The Engineer will measure each barge. The Contractor shall fit each barge with gauges graduated in tenths of a foot increment. The Contractor shall locate a gauge at each corner of the barge near the lower end of the rake. The Contractor shall furnish additional gauges amidships, if the Engineer deems necessary. The Engineer will review and check all computed weights. Weight certificates may be submitted.

4. In Place Measurement: The Contractor shall measure surface area (in square yards) of area riprap has been placed.

4.2 BASIS OF PAYMENT

A. Sand-Cement: Price and payment will be full compensation for all work specified in this Section, including all materials, labor, hauling, excavation, and backfill. The Contractor shall include the cost of dressing and shaping the existing fills (or subgrade) for placing riprap in the Contract unit price for Riprap (Sand-Cement.)

B. Stone/Rubble: Price and payment will be full compensation for all work specified in this Section, including all materials, hauling, excavation, and backfill. The Contractor shall include the cost of dressing and shaping the existing fill (or subgrade) for placing riprap in the Contract unit price for Riprap (Stone/Rubble). As an exception to the above, concrete that is shown to be removed from the project site and subsequently disposed of by being crushed and used in the embankment as riprap will not be paid for under this section. Include the cost of such work order under Removal of Existing Structures.

C. Bedding Stone: Price and payment will be full compensation for all work specified in this Section, including all materials and hauling. The Contractor shall include the cost of dressing and shaping the existing fills (or subgrade) for placing bedding stone in the Contract unit price for Riprap (Stone/Rubble).

END OF SECTION 02340

SECTION 02500 – SUPERPAVE ASPHALT CONCRETE

PART 1 - GENERAL

1.1 GENERAL

A. Construct a Type SP Asphalt pavement for local agencies using the type of mixture specified in the Contract, or when offered as alternates, as approved.

B. For this Section only, all references to the Department shall mean the County. All references to the Engineer shall mean the Engineer of Record, designated Engineer of Escambia County and/or CEI.

C. The County will accept the work based on one of the following methods as described in Part 5: 1) Certification, 2) Certification and process control testing by the Contractor, 3) acceptance testing by the County, or 4) other method(s) as determined by the Contract.

1.2 LAYER THICKNESSES

A. Use only fine graded Type SP asphalt mixes. Fine graded mixes are defined as having a gradation that passes above the restricted zone when plotted on an FHWA 0.45 Power Gradation Chart.

B. FINE MIXES: The allowable structural layer thicknesses for fine Type SP Asphalt Concrete mixtures are as follows:

Type SP 9.5	1-1 ½ inches
Type SP 12.5	1 ½ - 2 ½ inches
Type SP 19.0	2-3 inches

In addition to the minimum and maximum thickness requirements, the following restrictions are placed on fine mixes when used as a structural course:

Type SP 9.5 - Limited to the final (top) structural layer, one layer only

Type SP 12.5 - May not be used in the first layer of courses over 3 1/2 inches thick, nor in the first layer of courses over 2 3/4 inches thick on limited access facilities.

The thickness of the new pavement may be checked by core samples, as determined by the Engineer. The Contractor shall be required to correct any deficiency either by replacing the full thickness; or overlaying the area as directed by the Engineer. County inspection shall be performed and all base failures shall be corrected prior to asphalt installation.

Type SP 19.0 - May not be used in the final (top) structural layer.

C. ADDITIONAL REQUIREMENTS: The following requirements also apply to fine Type SP Asphalt Concrete mixtures:

1. A minimum 1 1/2 inch initial lift is required over an Asphalt Rubber Membrane Interlayer (ARMI).

2. When construction includes the paving of adjacent shoulders (5 feet wide or less), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless shown differently in the plans.

3. Use the minimum and maximum layer thicknesses as specified in 1.2 B above unless shown differently in the plans. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness may be increased 1/2 inch, unless shown differently in the plans.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

Meet the material requirements specified in FDOT Standard Specifications Division III. Specific references are as follows:

Superpave PG Asphalt Binder or Recycling Agent – Sections 916-1, 916-2
Coarse Aggregate, Stone, Slag or Crushed Gravel – Section 901
Fine Aggregate – Section 902

Aggregates utilized on Escambia County projects must be in accordance with FDOT Qualified Products List

2.2 GRADATION REQUIREMENTS

Combine the coarse and fine aggregate in proportions that will produce an asphalt mixture meeting all of the requirements defined in this Specification and conform to the gradation requirements at design as defined in Table 1 below. Aggregates from various sources may be combined.

Table 1
Aggregate Gradation Control Points
(Gradation Design Ranges)

	Type SP Asphalt Mixture (Percent Passing)					
	SP 9.5		SP 12.5		SP 19.0	
Sieve Size	Min.	Max.	Min.	Max.	Min.	Max
1 inch	-	-	-	-	100	-

3/4 inch	-	-	100	-	90	100
1/2 inch	100	-	90	100	-	90
3/8 inch	90	100	-	90	-	-
No. 4	-	90	-	-	-	-
No. 8	32	67	28	58	23	49
No. 200	2	10	2	10	2	8
For additional information, refer to AASHTO M-323-04, Table 3						

2.3 RESTRICTED ZONE

The gradation identified in 2.2 shall pass above the restricted zone specified in Table 2 below.

Table 2
Aggregate Gradation Restricted Zone
(Design Only)

Sieve Size within Restricted Zone	Boundaries of Restricted Zone Type SP Asphalt Mixture (Percent Passing)					
	SP 9.5		SP 12.5		SP 19.0	
	Min.	Max.	Min.	Max.	Min.	Max
No. 4	-	-	-	-	-	-
No. 8	47.2	47.2	39.1	39.1	34.6	34.6
No. 16	31.6	37.6	25.6	31.6	22.3	28.3
No. 30	23.5	27.5	19.1	23.1	16.7	20.7
For additional information, refer to AASHTO M-323-04, Table 4						

2.4 AGGREGATE CONSENSUS PROPERTIES

A. Meet the following consensus properties at design for the aggregate blend:

1. Coarse Aggregate Angularity: When tested in accordance with ASTM D 5821, meet the coarse aggregate angularity requirement defined in Table 3 below.

Table 3
Coarse Aggregate Angularity Criteria
(Minimum Percent Fractured Faces)

	Depth of Top of Pavement Layer From Surface			
	≤4 inches		>4 inches	
	1 or More Fractured Faces (%)	2 or More Fractured Faces (%)	1 or More Fractured Faces (%)	2 or More Fractured Faces (%)
	85	80	60	-
For additional information, refer to AASHTO M-323-04, Table 5				

2. Fine Aggregate Angularity: When tested in accordance with AASHTO T-304, meet the fine aggregate angularity requirement defined in Table 4 below.

Table 4 Fine Aggregate Angularity Criteria		
	Depth of Top of Pavement Layer From Surface	
	≤4 inches	>4 inches
	Minimum Uncompacted Void Content (%)	Minimum Uncompacted Void Content (%)
	45	40
For additional information, refer to AASHTO M-323-04, Table 5		

3. Flat and Elongated Particles: When tested in accordance with ASTM D 4791, use a ratio of maximum to minimum dimensions of 5:1 and do not exceed 10% as the maximum amount of flat and elongated particles.

2.5 USE OF RECLAIMED (MILLED) ASPHALT PAVEMENT

A. General Requirements: Reclaimed Asphalt Pavement (RAP) may be used as a component material of the asphalt mixture subject to the following:

1. The Contractor assumes responsibility for the design of asphalt mixes which incorporate RAP as a component material.

2. For design purposes, the Contractor assumes responsibility for establishing accurate specific gravity values for the RAP material. This may be accomplished by one of the following methods:

a. Calculation of the bulk specific gravity value based upon the effective specific gravity of the RAP, determined on the basis of the asphalt binder content and maximum specific gravity. The Engineer and/or Engineer of Record will approve the estimated asphalt binder absorption value used in the calculation.

b. Testing of the extracted aggregate obtained through a vacuum extraction or ignition oven extraction.

3. The amount of RAP material used in the mix is not to exceed 50% by weight of total aggregate.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycled mixture.

If oversized RAP material appears in the completed recycled mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not taken immediately, plant operations should be stopped.

5. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles that are soft or conglomerates of fines.

6. Provide RAP, having minimum average asphalt content of 4.0% by weight of total mix. The Engineer may sample the stockpile to verify that this requirement is met.

B. Binder for Mixes with RAP: Select the appropriate binder based on the table below. The Engineer and/or Engineer of Record reserves the right to change binder type and grade at design based on the characteristics of the RAP binder, and reserves the right to make changes during production. Maintain the viscosity of the recycled mixture within the range of 4,000 to 12,000 poises. Obtain a sample of the mixture for the Engineer within the first 1,000 tons and at a frequency of approximately one per 4,000 tons of mix.

Binder Grade for Mixes Containing RAP	
% RAP	Asphalt Binder Grade
<20	PG 67-22
20-29	PG 64-22
≥ 30	Recycling Agent
Note: When a PG 76-22 Asphalt Binder is called for in the Contract, limit the amount of RAP material used in the mix to a maximum of 15%.	

PART 3 - GENERAL COMPOSITION OF MIXTURE

3.1 GENERAL

Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the approved mix design. Aggregates from various sources may be combined.

3.2 MIX DESIGN

A. Design the Type SP asphalt mixture in accordance with AASHTO PP-28, except as noted herein, to meet the requirements of this Specification. Use only previously approved designs. Prior to the production of any Type SP asphalt mixture, submit the proposed mix design with supporting

test data indicating compliance with all Type SP asphalt mix design criteria.

The Engineer and/or Engineer of Record will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and the Engineer and/or Engineer of Record will no longer allow the use of the mix design.

1. Grading Requirements: Meet Gradation Design Ranges in PART 2.

2. Gyratory Compaction: Compact the design mixture in accordance with AASHTO TP-4. Use the number of gyrations as defined in the table below.

Type SP Design Gyratory Compactive Effort			
	$N_{initial}$	N_{design}	$N_{maximum}$
SP Mixes	7	75	115

3. Volumetric Criteria: Use an air void content of the mixture at design of 4.0% at the design number of gyrations (N_{design}). Meet the requirements of the table below.

Mixture Densification Criteria			
	% G_{mm}		
	$N_{initial}$	N_{design}	$N_{maximum}$
SP Mixes	$\geq$ 89.0	96.0	$\leq$ 98.0

4. VMA Criteria: Meet the requirements of the table below for Voids in the Mineral Aggregate (VMA) of the mixture at the design number of gyrations.

VMA Criteria	
Type Mix	Minimum VMA (%)
SP 9.5	15.0
SP 12.5	14.0
SP 19.0	13.0

5. VFA Criteria: Meet the requirements of the table below for voids filled with asphalt (VFA) of the mixture at the design number of gyrations.

VFA Criteria	
	Design VFA (%)
SP Mixes	65 - 75

6. Dust Proportion: Use an effective dust-to-binder ratio as defined in FDOT Section 334-3.2.5.

7. Moisture Susceptibility: Provide a mixture (4 inch specimens) having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (dry and unconditioned) of 100 psi.

8. Additional Information: In addition to the requirements listed above, provide the following information with each proposed mix design submitted for use:

   a. The design number of gyrations (N_{design}).

   b. The source and description of the materials to be used.

   c. The FDOT source number product code of the aggregate components furnished from an FDOT approved source.

   d. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation in handling and processing as necessary.

   e. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly -No. 200 [-75 µm]) should be accounted for and identified for the applicable sieves.

   f. The bulk specific gravity value for each individual aggregate (and RAP) component as identified in the FDOT aggregate control program.

   g. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.

   h. A target temperature at which the mixture is to be discharged from the plant and a target roadway temperature (per 30-6.3). Do not exceed a target temperature of 340°F for modified asphalts and 315°F for unmodified asphalts.

   i. Evidence that the completed mixture conforms to all specified physical requirements.

   j. The name, seal, and/or certification of the Mix Designer.

3.3 REVISION OF MIX DESIGN

During production, the Contractor may request a target value revision to a mix design, subject to: (1) the target change falls within the limits defined in the table below, (2) appropriate data exists demonstrating that the mix complies with production air voids specification criteria, and (3) the mixture gradation meets the basic gradation requirements defined in 2.2 and 2.3.

Limits for Potential Adjustments to Mix Design Target Values	
Characteristic	Limit from Original Mix Design
No. 8 sieve and Coarser	± 5.0%
No. 16 sieve	± 4.0%
No. 30 sieve	± 4.0%
No. 50 sieve	± 3.0%
No. 100 sieve	± 3.0%
No. 200 sieve	± 1.0%
Asphalt Binder Content (1)	± 0.3%
(1) Reductions to the asphalt binder content will not be permitted if the VMA during production is lower than 1.0% below the design criteria.	

Submit all requests for revisions to mix designs, along with supporting documentation, to the Engineer. In order to expedite the revision process, the request for revision or discussions on the possibility of a revision may be made verbally, but must be followed up by a written request. The initial mix design will remain in effect until a change is authorized by the Engineer and/or Engineer of Record. In no case may the effective date of the revision be established earlier than the date of the first communication between the Contractor and the Engineer regarding the revision.

A new design mix will be required for any substitution of an aggregate product with a different aggregate code, unless approved by the Engineer and/or Engineer of Record.

3.4 PAVING EQUIPMENT

A. Mechanical Spreading and Screeding Equipment:

1. General: Provide mechanical spreading and screeding equipment of an approved type that is self-propelled and can be steered. Equip it with a receiving and distribution hopper and a mechanical screed. Use a mechanical screed capable of adjustment to regulate the depth of material spread and to produce the desired cross-section.

2. Automatic Screed Control: For all asphalt courses, placed with mechanical spreading and finishing equipment, equip the paving

machine with automatic longitudinal screed controls of either the skid type, traveling stringline type, or non-contact averaging ski type. Ensure that the length of the skid, traveling stringline, or non-contact averaging ski is at least 25 feet. On the final layer of base, overbuild, structural, and friction courses, use the joint matcher in lieu of the skid, traveling stringline, or non-contact averaging ski on all passes after the initial pass. Furnish a paving machine equipped with electronic transverse screed controls when required by the Contract Documents.

3. Inflation of Tires: When using paving machines equipped with pneumatic tires, the Engineer may require that the tires be ballasted.

4. Screed Width: Provide paving machines on full width lanes that have a screed width greater than 8 feet. Does not use extendable screed strike-off devices that do not provide preliminary compaction of the mat in place of fixed screed extensions. The Contractor may use a strike-off device on irregular areas that would normally be done by hand and on shoulders 4 feet or less in width. When using the strike-off device on shoulders in lieu of an adjustable screed extension, the Contractor must demonstrate the ability to obtain an acceptable texture, density, and thickness. When using an extendable screed device to extend the screed's width on the full width lane or shoulder by 24 inches or greater, an auger extension, paddle, or kicker device is required unless the Contractor provides written documentation from the manufacturer that these are not necessary.

5. Motor Graders: Provide two motor graders for spreading widening courses with prior approval from the Engineer only. Use motor graders that are rated at not less than 6 tons and are self-propelled and power-controlled. Mount them on smooth tread or rib-type tires (no lug types allowed) with a wheel base of at least 15 feet. Equip the front motor grader with a spreader box capable of spreading the mix at the required rate.

6. Rollers:

   a. Steel-Wheeled Rollers: Provide compaction equipment capable of meeting the density requirements described in these Specifications. Provide a tandem steel-wheeled roller weighing a minimum of 8 tons for seal rolling, and for the final rolling, use a separate roller with a minimum weight of 8 tons. Variations from these requirements shall be approved by the Engineer.

b. Traffic Rollers: Provide compaction equipment capable of meeting the density requirements described in these specifications. Provide a self-propelled, pneumatic-tired traffic roller equipped with at least seven smooth-tread, low pressure tires, equipped with pads or scrapers on each tire. Maintain the tire pressure between 50 and 55 psi or as specified by the manufacturer. Use rollers with a minimum weight of 6 tons. Do not use wobble-wheeled rollers. Variations from these requirements shall be approved by the Engineer.

c. Prevention of Adhesion: Do not allow the mixture to adhere to the wheels of any rollers. Do not use fuel oil or other petroleum distillates to prevent adhesion. Do not use any method which results in water being sprinkled directly onto the mixture.

7. Trucks: Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so that it can be tied down.

8. Coring Equipment: Furnish a suitable saw or drill for obtaining the required density cores.

9. Hand Tools: Provide the necessary hand tools such as rakes, shovels, etc., and a suitable means for keeping them clean.

PART 4 - CONTRACTOR'S PROCESS CONTROL

4.1 GENERAL

A. Personnel: Provide qualified personnel (certified technician) for sampling, testing (by certified lab), and/or sign-off by P.E., and inspection of materials and construction activities. Ensure that qualifications are maintained during the course of sampling, testing and inspection.

Construction operations that require a qualified technician must not begin until the Department verifies that the technician is on the CTQP (Construction Training Qualification Program) list of qualified technicians. The CTQP lists are subject to satisfactory results from periodic Independent Assurance evaluations.

B. Calibration of the Gyratory Compactor: Calibrate the Gyratory Compactor in accordance with the manufacturer's recommendations prior to

producing the mixture for any project. Check the height calibration, the speed of rotation; ram pressure and angle of gyration.

C. Plant Testing Requirements: During the initial production of a mix design, test mix to ensure proper performance and provide results to the department.

D. Roadway Testing Requirements: Areas that demonstrate concerns of the mix design quality or poor/improper compaction efforts may be subject to additional coring and testing as seen fit by the Engineer.

E. Extraction Gradation Analysis: Sample the asphalt mixture at the plant and perform extraction test prior to asphalt being delivered to project. The percent asphalt binder content of the mixture will be determined in accordance with FM 5-563 (ignition oven). The gradation of the extracted mixture will be determined in accordance with FM 1-T 030. All test results will be shown to the nearest 0.01. All calculations will be carried to the nearest 0.001 and rounded to the nearest 0.01. All results shall be provided to the department prior to placement of asphalt on any project.

Run an extraction gradation analysis on the mixture at a minimum frequency of once per 1,000 tons or a maximum of four consecutive days of paving, which ever comes first.

The target gradation and asphalt content will be as shown on the mix design. Any changes in target will require a change in the mix design.

If the percentage of asphalt binder deviates from the optimum asphalt binder content by more than 0.55%, or the percentage passing any sieve falls outside the limits in the table below, immediately resample the mix and test to validate the previous test result, and if needed, make the necessary correction. If the results for two consecutive tests deviate from the optimum asphalt binder content by more than 0.55%, or exceed the limits in the table for any sieve, notify the Engineer and take immediate steps to identify and correct the problem, then resample the mix. If the results from this test deviate from the optimum asphalt binder content by more than 0.55%, or exceed the limits in the table for any sieve, stop plant operations until the problem has been corrected.

Tolerances for Quality Control Tests (Extraction Gradation Analysis)	
Size	Percent Passing
1 inch	7.0
3/4 inch	7.0
1/2 inch	7.0
3/8 inch	7.0
No. 4	7.0
No. 8	5.5
No. 16	5.0
No. 30	4.5
No. 50	4.5
No. 100	3.0
No. 200	2.0

F. Volumetric Control: During production of the mix, monitor the volumetric properties of the Type SP asphalt mix with a Type SP Gyratory Compactor to determine the air voids, VMA, VFA, and dust-to-effective asphalt binder ratio (dust proportion) at N_{design}.

Take appropriate corrective actions in order to maintain an air void content at N_{design} between 3.0 and 5.0% during production. When the air void content at N_{design} drops below 2.5 or exceeds 5.5%, stop plant operations until the appropriate corrective actions are made and the problem is resolved to the satisfaction of the Engineer and/or Engineer of Record. Evaluate any failing material in accordance with Part 6.

Determine the volumetric properties of the mixture at a minimum frequency of once per production day when the daily production is less than 1,000 tons. If the daily production exceeds 1,000 tons, monitor the volumetric properties two times per production day.

During normal production, volumetric properties of the mixture will not be required on days when mix production is less than 100 tons. However, when mix production is less than 100 tons per day on successive days, run the test when the accumulative tonnage on such days exceeds 100 tons.

Testing required for volumetric property determination includes AASHTO TP-4, FM 1-T 209, FM 5-563 and FM 1-T 030. Prior to testing samples in accordance with AASHTO TP-4 and FM 1-T 209, condition the test-sized sample for one hour at the compaction temperature in a covered container.

G. Plant Calibration: At or before the start of mix production, perform an extraction gradation analysis of the mix to verify calibration of the plant.

The sample tested at the start of any project may be utilized for this requirement.

H. Process Control of In-Place Compaction: Develop and implement a method to control the compaction of the pavement and ensure its compliance with the minimum specified density requirements. The department may require the use of a nuclear gauge to test areas suspected of not having proper compaction. Other density measuring devices may be used in lieu of the nuclear density gauge, provided that it is demonstrated to the satisfaction of the Engineer and/or Engineer of Record that the device can accurately measure the relative level of density in the pavement on a consistent basis.

PART 5 - ACCEPTANCE OF THE MIXTURE

5.1 GENERAL

The asphalt mixture will be accepted based on one of the following methods as determined by the Engineer and/or Contract Documents:

1. Certification by the Contractor
2. Certification and Process Control Testing by the Contractor
3. Acceptance testing by the Engineer
4. Other method(s) as determined by the Contract

5.2 CERTIFICATION BY THE CONTRACTOR

Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer that all material produced and placed on the project was in substantial compliance with these specifications.

5.3 CERTIFICATION AND PROCESS CONTROL TESTING BY THE CONTRACTOR

Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer that all material produced and placed on the project was in substantial compliance with these specifications, along with supporting test data documenting all process control testing. Utilize an Independent Laboratory as approved by the Engineer for the Process Control testing.

5.4 ACCEPTANCE TESTING BY THE ENGINEER

A. Acceptance at the Plant:

1. The asphalt mixture will be accepted, with respect to gradation and asphalt binder content, based on the results from the start up test. However, any load or loads of mixture which, in the opinion of the Engineer and/or Engineer of Record, are unacceptable for reasons of excessive segregation, aggregates improperly coated, or of excessively high or low temperature will be rejected for use in the work.

2. Acceptance Procedures: Control all operations in the handling, preparation, and production of the asphalt mix so that the percent asphalt binder content and the percents passing the No. 8 and No. 200 sieves will meet the targets from the mix design within the tolerances shown in the table below.

Tolerances for Acceptance Tests	
Characteristic	Tolerance*
Asphalt Binder Content	±0.55%
Passing No. 8 Sieve	±5.50%
Passing No. 200 Sieve	±2.00%
*Tolerances for sample size of n=1.	

Calculations for the acceptance test results for asphalt binder content and gradation (percentages passing the No. 8 and No. 200 sieves) will be shown to the nearest 0.01. Calculations for arithmetic averages will be carried to the 0.001 and rounded to the nearest 0.01.

Payment will be based on the acceptance of the project by the Engineer.

B. Acceptance of the Roadway:

1. Density Control: The in-place density of any questionable section of a course of asphalt mix will be evaluated by the use of a nuclear gauge and/or by the testing of 6 inch diameter roadway cores.

The Engineer will not perform density testing on leveling courses, open-graded friction courses, or any course which does not show signs of poor /improper compaction efforts. In addition, density testing will not be performed on the following areas when they are less than 1,000 feet in length: crossovers, intersections, turning lanes, acceleration lanes or deceleration lanes. Compact these courses (with the exception of open-graded friction courses) in accordance with the appropriate rolling procedure as specified in these specifications or as approved by the Engineer.

2. Acceptance**:** The completed pavement will be accepted with respect to overall ride, overall appearance, and overall yield as determined by the Engineer or Engineer of Record.

   Areas of question may be tested with a nuclear gauge or by the testing of the density of the cores, as determined by the engineer.

3. Additional Density Requirement: On shoulders with a width of 5 feet or less, Compact the pavement in accordance with the rolling procedure (equipment and pattern) as specified herein or as approved by the Engineer. Stop the production of the mix if the rolling procedure deviates from the approved procedure.

4. Surface Tolerance: The asphalt mixture will be accepted on the roadway with respect to surface tolerance by the use of a 15 ft rolling straight edge. The department will determine if the use of a straight edge test is warranted. Unevenness of the course shall not vary more than plus or minus 3/16 inch in 15 feet.

5.5 ADDITIONAL TESTS

The Department reserves the right to run any test at any time for informational purposes and for determining the effectiveness of the Contractor's quality control.

PART 6 - DISPOSITION OF FAILING MATERIAL

Any material that is represented by failing test results will be evaluated to determine if removal and replacement is necessary. Remove and replace any material, if required, at no cost to the Department. The evaluation will be conducted by the Engineer and/or Engineer of Record. If so directed, obtain an engineering analysis, as directed by the Engineer, by the independent laboratory (as approved by the Engineer) to determine if the material can (a) remain in place, for this case the appropriate pay factor will be applied, or (b) be removed and replaced at no cost to the Department. The analysis will be a signed and sealed report by a Professional Engineer licensed in the State of Florida.

PART 7 – MEASUREMENT/PAYMENT

7.1 METHOD OF MEASUREMENT

For the work specified under this Section the quantity to be paid for will be the in-place measurement of the area in square yards unless otherwise stated in the project plan details.

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

7.2 BASIS OF PAYMENT

Price and payment will be full compensation for all the work specified under this section.

END OF SECTION 02500

SECTION 02600 - STORMWATER SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, specifically 2300, 3300, and *Design Standard Indexes*, apply to this Section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Sections 425, 430 and 530*, *Latest Edition*.

1.2 SUMMARY

This Section includes stormwater system piping and appurtenances. All labor, material, equipment, appurtenances, services, and other work or costs necessary to construct the facilities and place them into operation shall be furnished by the Contractor.

1.3 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract.

B. Shop drawings for drainage pipe, pre-cast concrete storm drainage manholes and catch basins, including frames, covers, and grates.

C. Shop drawings for cast-in-place concrete or field-erected masonry storm drainage manholes and catch basins, including frames and covers.

1.4 QUALITY ASSURANCE

A. Environmental Compliance: Comply with applicable portions of local, state, and federal environmental agency regulations pertaining to stormwater systems impacts.

B. Utility Compliance: Comply with local utility regulations and standards pertaining to relocation, clearances, etc related to installation of stormwater systems.

C. Quality control to adhere to QA/QL Plan.

1.5 PROJECT CONDITIONS

Site Information: Perform site inspection, research public utility records, and verify existing utility locations. Verify that stormwater system piping may be installed in compliance with design plans and referenced standards. Locate existing stormwater system piping and structures that are out of service and

closed as per 3.8 this section.

1.6 SEQUENCING AND SCHEDULING

A. Notify the County Inspector assigned to the subdivision or project coordinator assigned to project prior to pouring backfilling or form work.

B. Coordinate connection to existing private and public drainage system with Owner and/or County.

C. Coordinate with adjacent utilities work.

PART 2 - PRODUCTS

2.1 MATERIALS

2.1.1 PIPE

Meet the following requirements of *FDOT Specifications*, *Latest Edition*:

Reinforced Concrete Pipe	Section 449
Round Rubber Gaskets	Section 942
Corrugated Steel Pipe & Pipe Arch	Section 943
Corrugated Aluminum Pipe & Pipe Arch	Section 945
Corrugated Polyethylene Pipe	Section 948
Polyvinyl Chloride (PVC)	Section 948

2.1.2 MANHOLES

A. Precast Concrete Manholes: Per FDOT Standard Specification 425-5 and ASTM C 478, precast reinforced concrete, of depth indicated with provision for rubber gasket joints.

B. Cast-in-Place Manholes: Per FDOT Standard Specification 425 Cast reinforced concrete of dimensions and with appurtenances indicated.

C. Manhole Frames and Covers: Construct Per FDOT Standard Specification 425-3.2 and Standard Indexes. All units shall bear the lettering "STORM SEWER" cast into cover. All proposed substitutes must have equal or greater opening sizes and weights.

2.1.3 INLETS

A. Precast Concrete Catch Basins Inlets: Construct per FDOT Standard Specification 425-5.

B. Cast-in-Place Inlets: Construct per FDOT Standard Specification 425 to dimensions and with appurtenances indicated.

1. Bottom, Walls, and Top: Reinforced concrete.
2. Channel and Bench: Concrete.

C. Inlet Frames and Grates: Per FDOT Standard Specification 425-3.2 & Standard Indexes. All units shall bear the lettering "STORM SEWER" cast into cover.

2.1.4 END TREATMENT

General: Head wall, apron, and mitered ends, per FDOT Standard Specification 430-4.6.

2.2 CONCRETE AND REINFORCEMENT

A. Concrete: Portland cement mix, 3,000 psi; shall be in accordance with Section 03300.

1. Cement: ASTM C 150, Type II.
2. Fine Aggregate: ASTM C 33, sand.
3. Coarse Aggregate: ASTM C 33, crushed gravel.
4. Water: Potable.

B. Reinforcement: Steel conforming to the following:

1. Fabric: ASTM A 185, welded wire fabric, plain.
2. Reinforcement Bars: ASTM A 615, Grade 60, deformed.

C. Forms:

1. Form Materials: Plywood, metal, metal-framed plywood, or other acceptable panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces without distortion or defects. Material shall be of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal.

2. Form Release Agent: Provide commercial formulation form-release agent with a maximum of 350 mg/l volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces. Release agent to be within allowable volatile limits according to applicable local, state and federal codes.

2.3 MASONRY

Materials for accessories shall be per FDOT Standard Specification 949. Mortar shall be one part Portland cement and three parts masonry sand to which shall

be added lime putty in the amount of 50% of the volume of cement. Special commercial mortar mixes may be used if approved by the Engineer. All masonry materials shall conform to the latest applicable ASTM specifications. Set all masonry units in full beds of mortar, with full joints and strike all joints flush. Masonry reinforcements shall be galvanized Dur-O-Wal, or approved equal, and shall be installed at every other bed joint. Hollow block shall be poured solid with re-bar as designed.

2.4 CURING MATERIALS

Conform to FDOT Standard Specification 520-8.

2.5 BEDDING STONE

Subbase or base materials meeting requirements of FDOT Standard Specification 530-2.3.

PART 3 - EXECUTION

3.1 EXCAVATIONS FOR MANHOLES, INLETS, AND PIPE

Excavation shall be sufficient enough to leave at least 12 inches in the clear between their outer surfaces and the embankment. Excavation for all structures shall be made to the dimensions and elevations indicated on the drawings. Where the excavation is made below the indicated elevations, the excavation shall be restored to the proper elevation with compacted suitable material without extra compensation.

3.2 PREPARATION OF FOUNDATION FOR BURIED STORMWATER SYSTEMS

A. Grade trench bottom to provide a smooth, firm, stable, and rock-free foundation, throughout the length of the pipe.

B. Remove unstable, soft, and unsuitable materials at the surface upon which pipes are to be laid, and backfill with bedding stone per FDOT Standard Specification 530-2.3 to indicated level.

C. Shape bottom of trench to fit bottom of pipe. Fill unevenness with tamped sand backfill. Dig bell holes at each pipe joint to relieve the bells of all loads and to ensure continuous bearing of the pipe barrel on the foundation.

3.3 PIPE INSTALLATION

A. Drawings (plans and details) indicate the general location and arrangement of the underground stormwater system piping. Location and arrangement of piping layout takes into account many design considerations. Install the piping as indicated, to the extent practical.

Deviations shall be approved by the County.

B. Install piping beginning at low point of systems, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. When installing gaskets, seals, sleeves, and couplings, follow manufacturer's recommendations for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line and pull past each joint as it is completed.

The pipe shall be carefully examined for defects and the inside cleaned. After placing pipe in the ditch, the ends shall be wiped free from all dirt, sand and foreign material. All pipe and joints shall be made, handled, and installed in strict accordance with the manufacturer's recommendations and instructions. Install pipe in accordance with FDOT Standard Specification 430.

C. Install piping pitched down in direction of flow, at minimum slope per plans and in accordance with manufacturer's recommendations, specifications, and design plans.

D. Boring: Install pipe under streets or other obstructions that cannot be disturbed, by boring, jacking, or a combination of both. These methods of installation are not allowed for newly paved roadways. Utility conduit should be installed prior to paving.

E. All RCP joints shall be sock/filter wrapped prior to backfilling unless a manufacturer recommended coupling is used.

F. Field repairs of pipeline shall be in strict accordance with manufacturer's recommendations and specifications.

G. Only conventional concrete pipe shall be allowed under dedicated County roads.

H. Pipe Cover: Cover shall be a minimum of 12", unless approved by the County.

I. Pipe Size: Minimum Pipe size shall be 18" diameter or equivalent, unless approved by the County.

3.4 MANHOLES

A. General: Install manholes complete with accessories as indicated. Form continuous concrete or split pipe section channel and benches between inlets and outlet. Set tops of frames and covers flush with finish surface where manholes occur in pavements. Elsewhere, set tops 3 inches above finished grade, unless otherwise indicated.

B. Place precast concrete manhole sections as indicated, and install in accordance with ASTM C 891.

C. Construct cast-in-place manholes as indicated.

D. Provide rubber joint gasket complying with ASTM C 443 at joints of sections; or apply bituminous mastic coating at joints of sections.

3.5 INLETS

A. Construct inlets to sizes and shapes indicated per FDOT Standard Specification 425-6, or as modified in the plans.

B. Set frames and grates to elevations indicated.

3.6 OUTFALL STRUCTURES

A. Pipe systems shall be utilized for primary outfall of retention/detention areas.

B. Weirs and flumes will not be acceptable for use as primary pond outfall structures or to primarily route stormwater to retention/detention areas at the end of down-gradient roadways.

3.7 END TREATMENT

Construct End Treatment per FDOT Standard Specification 430-4.6.

3.8 STORMWATER SYSTEM BACKFILL

Place and compact backfill material in accordance with Section 02300 and FDOT specification 125-8.

3.9 CLOSING OUT-OF-SERVICE STORMWATER SYSTEMS

A. Out-of-Service Piping: Close open ends of out of service underground piping that is indicated to remain in place. Provide sufficiently strong closures to withstand hydrostatic or earth pressure that may result after pipe ends have been closed and grout filled with non-shrink grout.

1. Close open ends of concrete pipe or structures with not less than 8-inch-thick brick masonry bulkheads and grout fill.

2. Close open ends of other piping with plastic plugs, or other acceptable methods suitable for size and type of material being closed. Wood plugs are not acceptable.

B. Out-of-Service Structures: Remove structure and close open ends of the

remaining piping or remove top of structure down to not less than 3 feet below final grade; fill structure with stone, rubble, gravel, compacted dirt, or flowable fill to within 1 foot of top of structure remaining, and fill with concrete.

3.10 FIELD QUALITY CONTROL

A. Refer to Section 03300 for Concrete Testing and 02300 for Earthwork Testing.

B. Cleaning: Interior of piping and structures shall be cleared of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed.

1. In large, accessible piping, brushes and brooms may be used for cleaning.

2. Place plugs in ends of uncompleted pipe at end of day or whenever work stops.

3. Flush piping between manholes, to remove collected debris.

C. Interior Inspection: Inspect piping to determine whether line displacement or other damage has occurred.

1. Make inspections after pipe between manholes has been installed, cleaned and approximately 2 feet of backfill is in place, and again at completion of project. Each section of pipe between structures is to show from either end on examination, a full circle of light. Each appurtenance to the system shall be of the specified size and form, to be neatly and substantially constructed, with the top set permanently to exact position and grade.

2. If inspection indicates poor alignment, debris, displaced pipe, infiltration, or other defects, correct such defects and re-inspect. All repairs shown necessary by the inspections are to be made, broken, cracked, or punctured pipe replaced, all deposits removed and the pipe left true to line and grade as herein specified, or shown on the plans, entirely clean and free from abnormalities and ready for use at no additional expense to the County.

3. All storm pipes will be subject to video camera inspection by County staff.

D. Trench Backfill Around and Above Pipe:

1. In each compacted backfill layer, perform density test as specified in Section 02300.

2. Other tests may be required at County's discretion.

E. Clean Up: Before final inspection and acceptance, the Contractor shall clean ditches, shape shoulders and restore all disturbed areas, including street crossings, grass plots, to as good as condition as existed before work started. All trenches shall be leveled and loose material removed from pavement gutters, sidewalks, pipelines, and inlet sediment traps, employing hand labor, if necessary.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be (1) the number of inlets, manholes, end walls, mitered end sections, flared end sections, junction boxes, and yard drains, including fittings and appurtenances, completed and accepted; (2) length of pipe to the nearest foot of type specified; and (3) the number of structures of these types (including also valve boxes and monument boxes) satisfactorily adjusted.

4.2 BASIS OF PAYMENT

Price and payment will be full compensation for finishing all materials and completing all work described herein or shown in the plans, including all clearing and grubbing outside the limits of clearing and grubbing as shown in the plans, all excavation except the volume included in the measurement designated to be paid for under the items for the grading work on the project, all backfilling around the structures, the disposal of surplus material, and the furnishing and placing of all the gratings, frames, covers, and any other necessary fittings.

END OF SECTION 02600

SECTION 02900 - GRASSING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specifications Sections apply to this Section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction,* Section 570 and Section 981, *Latest Edition*

1.2 SUMMARY

Extent of grassing work is as specified or shown on the construction plans. Sodded areas disturbed during construction shall be re-sodded to match existing. Areas disturbed beyond specified construction area shall be sodded, at no additional expense, either to match existing or as per County direction.

1.3 SUBMITTALS

See paragraph 1.9 A *Quality Control/Quality Assurance Submittals*, Section 1300.

1.4 DELIVERY AND STORAGE

A. General: Seed, fertilizer, sod and other grassing materials shall be stored under cover and protected from damaged which would make them unacceptable for use.

B. Seed: All seed shall be labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act in effect on the date of invitation for bids. All seed shall be furnished in sealed standard containers, unless exception is granted in writing. Seed, which has become wet, moldy, or otherwise damaged in transit or in storage, shall not be used.

C. Fertilizer: Fertilizer shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer, which becomes caked or otherwise damaged, making it unsuitable for use, shall not be used.

D. Sod: Do not use sod which has been cut (stripped) for more than 48 hours. Stack all sod that is not planted 24 hours after cutting and maintain proper moist condition.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Lime: Lime shall be ground limestone (Dolomite) containing not less than 85 percent of total carbonates, and shall be ground to such a fineness that 50-percent will pass a 100 -mesh sieve and 90 -percent will pass a 20 -mesh sieve.

B. Fertilizer: Apply fertilizer at the following rates:
10-10-10 1000 lbs/acre=0.2 lbs/sq yd
13-13-13 770 lbs/acre=0.16 lbs/sq yd

C. Seed: Apply seed at the rate as specified:

GRASS SEEDING RATES (Lbs/Ac)

TYPE OF SEED	**ZONE I**				**ZONE II**			
	COASTAL*		**INLAND**		**COASTAL***		**INLAND**	
	Mar.-Nov.	Nov.-Mar.	Mar.-Nov.	Nov.-Mar.	Mar.-Nov.	Nov.-Mar	Mar.-Nov.	Nov.-Mar.
PERMANENT GRASSES								
Unhulled Bermuda**		90		20		90		20
Hulled Bermuda**	60		15		60		15	
Bahia (Argentine or Pensacola)			180	180			180	180
QUICK GROWING GRASS								
Annual Rye Grass		90		90		90		90
TOTAL POUNDS PER ACRE	60	180	195	290	60	180	195	290

* Locations where salt sensitive plants may be adversely affected by high concentrations of salt in soils, water, or air. This may include seaside locations, low-lying areas subjected to periodic saltwater inundation from storms or high tides, or where salt intrusion into groundwater supply has occurred.

** Bermuda shall not be used in areas adjacent to existing or proposed landscaping.

NOTE: All seeding shall be performed meeting the requirements of Section 570 of the Standard Specifications

Activities such as clearing, grading, and excavating that will disturb one or more acres of land require coverage under the Generic Permit for Stormwater Discharge from Large and Small Construction Activities from the Florida Department of Environmental Protection, and implementation

of appropriate pollution prevention measures to minimize erosion and sedimentation. Please refer to the National Pollutant Discharge Elimination System (NPDES) Permit.

E. Mulch: The mulch material shall be dry straw or hay, consisting of oat, rye, or wheat straw, or of pangola, peanut, coastal Bermuda or Bahia grass, hay or compost; and shall be free from noxious weeds and plants. Any plant officially listed, as being noxious or undesirable by any Federal Agency, any agency of the State of Florida or any local jurisdiction in which the project is being constructed shall not be used. Furnish to the engineer, prior to incorporation onto the project, a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the Mulch materials are free of noxious weeds. Any such noxious plant or plant part found to be delivered shall be removed by the Contractor at his expense. Only undeteriorated mulch, which can readily be cut into the soil, shall be used. The "air-dry" weight (as defined by the Technical Association of the Pulp and Paper Industry, for wood cellulose) shall be marked on each package by the producer. Apply mulch at a rate of 2 ton/acre or 1 lb/sq yd.

E. Sod: All sod shall be healthy Centipede Sod unless otherwise required. Sod shall be strongly rooted, free of weeds and undesirable grasses and capable of providing vigorous growth and development when planted. Sod shall match existing species where restoration is required as a result of the Contractor's work.

PART 3 - EXECUTION

3.1 REQUIREMENTS

All areas disturbed by the Contractor's operations, shall be grassed, unless otherwise noted.

3.2 PLANTING SEED

A. Grading: Areas to be grassed shall be graded to remove depressions, undulations, and irregularities in the surface before grassing. Adhere to grades as shown on plans.

B. Tillage: The area to be grassed shall be thoroughly tilled to a depth of four inches using a plow and disc harrow or rotary tilling machinery until a suitable bed has been prepared and no clods or clumps remain larger than 1½ inches in diameter. Remove sticks, roots, and rubbish.

C. Applying Lime: The pH of the soil shall be determined. If the pH is below 5.0, sufficient lime shall be added to provide a pH between 5.5 and 6.5. The lime shall be thoroughly incorporated into the top three to four inches

of the soil. Lime and fertilizer may be applied in one operation.

D. Applying Fertilizer: Fertilizer shall be applied in accordance with the rates specified in Part 2, and shall be thoroughly incorporated into the top three to four inches of soil before sod is installed. FDOT Section 982.

E. Seed and Mulch: Apply in accordance with the rates specified in Part 2.

F. Maintenance: Maintenance shall begin immediately following the last operation of grassing and continue until final acceptance. Maintenance shall include watering, mowing, replanting, and all other work necessary to produce a uniform stand of grass, all at the contractor's expense.

3.3 PLACING SOD

A. Use Centipede sod (Eremochloa ophiuroides) unless otherwise required. The sod shall have a thick mat of roots (minimum 2 ") with enough adhering soil to assure growth. Apply sod within 48 hours of stripping. Protect sod against drying and breaking of rolled strips.

B. Placement: Prepare the ground by loosening the soil. Place sod perpendicular to the slope. Place sod on the prepared soil to form a solid mass with tightly fitted joints. Ensure the butt ends and sides of sod strips do not overlap. The seam should have a flush tight transition from new to existing sod with no overlap. Stagger strips to avoid a continuous downhill seam. Tamp or roll lightly to ensure contact with subgrade. Tamp the outer edges of the sodded area to produce a smooth contour. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass. Water sod thoroughly with a fine spray immediately after planting.

C. Pinning: All sod placed on a slope steeper than 3:1 shall be pinned, at the top of the sod, at a rate listed in the table below:

Sod Size	Pins Required
Square Sod	2 pins per sod square
Mini Roll	3 pins per roll
Standard Rolls	1 pin per linear foot

C. Watering: Keep sod continuously moist to a depth below the root zone for three weeks after placement. If there is no water available to the site, the Contractor shall provide the water. Do not water in excess of 1" (one inch) per square yard per week for establishment.

D. Clean-Up: All excess soil, excess grass materials, stones, pallets and other waste shall be removed from the site daily and not allowed to accumulate. All paved areas shall be kept clean at all times.

E. Maintenance: Maintain sod by watering, fertilizing, weeding, mowing, trimming and other operations such as rolling, re-grading, and re-planting as required to establish a lawn free of eroded or bare areas and acceptable to the County. Where inspected work and materials do not comply with requirements, replace rejected work and continue maintenance until re-inspected by County and found to be acceptable. Remove rejected materials promptly from the project site. FDOT Section 570-4.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be for the following items, completed and accepted: square yards of seeding, square yards of seeding and mulching, and square yards of sodding.

4.2 BASIS OF PAYMENT

Prices and payments will be full compensation for all work and materials specified in this Section.

END OF SECTION 02900

SECTION 03300 – PORTLAND CEMENT CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

B. Florida Department of Transportation (FDOT), *FDOT Material's Manual, Chapter 9.2, Volume II, FDOT Standard Specifications for Road and Bridge Construction, Section 346, 347, 350, 400, 522, & 925, Latest Edition.*

1.2 SUMMARY

This Section includes concrete work for the following:

1. Roadways
2. Parking lots
3. Curbs and gutters
4. Walkways
5. Pads
6. Flumes
7. Curb Ramps
8. Cast in Place Structures

1.3 SUBMITTALS

A. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, joint systems, curing compounds, dry-shake finish materials, and others if requested by the County.

B. Design mixes for each class of concrete. Include revised mix proportions when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.

C. Material certificates in lieu of material laboratory test reports when permitted by the County. Material certificates shall be signed by manufacturer and Contractor certifying that each material item complies with or exceeds requirements. Provide certification from admixture manufacturers that chloride content complies with requirements.

1.4 PROJECT CONDITIONS

A. Traffic Control: Comply with requirements of Escambia County Specification, Section 04060, "Maintenance of Traffic."

B. Utilize flagmen, barricades, warning signs and warning lights as required, as shown on plans, or as directed by the County.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

A. Concrete shall conform to requirements of FDOT Standard Specification, Sections 346, 347, & 522 for curbs, gutters, sidewalks, structures and miscellaneous concrete.

B. Concrete for pavement shall conform to requirements of FDOT Standard Specification, Section 350.

C. Curb Ramps shall conform to FDOT Standard Index 304.

2.2 REINFORCING MATERIALS

A. Reinforcing Bars and Tie Bars: ASTM A 615, Grade 60, deformed.

B. Welded Steel Wire Fabric: ASTM A 185.

1. Furnish in flat sheets, not rolls.

C. Deformed-Steel Welded Wire Fabric: ASTM A 497.

D. Fabricated Bar Mats: Welded or clip-assembled steel bar mats, ASTM A 184. Use ASTM A 615, Grade 60 steel bars, unless otherwise indicated.

E. Joint Dowel Bars: Plain steel bars, ASTM A 615, Grade 60. Cut bars true to length with ends square and free of burrs.

F. Hook Bolts: ASTM A 307, Grade A bolts, internally and externally threaded. Design hook bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

G. Supports for Reinforcement: Chairs, spacers, dowel bar supports and other devices for spacing, supporting, and fastening reinforcing bars, welded wire fabric, and dowels in place. Use wire bar-type supports complying with CRSI specifications. Use supports with sand plates or horizontal runners where base material will not support chair legs.

2.3 CONCRETE MATERIALS

A. Portland Cement: Type I, Type IP, Type IS, Type IP (MS), Type II, or Type III.

1. Use one brand of cement throughout Project.

2. All concrete shall develop a 28-day compressive strength of 3000 psi for non-structural (NS). If any concrete should fail to meet the strength requirement the structure shall be removed as necessary to remove the defective concrete and shall then be rebuilt at the Contractor's expense.

B. Fly Ash: ASTM C 618, Class C or Class F.

C. Normal-Weight Aggregates: ASTM C 33, Class 4, and as follows. Provide aggregates from a single source.

1. Maximum Aggregate Size: 1-1/2 inches.

2. Do not use fine or coarse aggregates that contain substances that cause spalling.

3. Local aggregates not complying with ASTM C 33 that have been shown to produce concrete of adequate strength and durability by special tests or actual service may be used when acceptable to Engineer.

D. Water: Potable.

E. Fiber Reinforcement: Synthetic fibers engineered and designed for secondary reinforcement of concrete slabs, complying with ASTM C 1116, Type III.

2.4 ADMIXTURES

A. Provide concrete admixtures that contain not more than 0.01 per cent chloride ions.

B. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.

C. Water-Reducing Admixture: ASTM C 494, Type A.

D. High-Range Water-Reducing Admixture: ASTM C 494, Type F or Type G.

E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.

F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

2.5 CONCRETE MIX

A. Prepare design mixes for each type and strength of normal-weight concrete

per FDOT Standard Specification, Section 346-6.2 and FDOT Material's Manual, Chapter 9.2, Volume II. Use a qualified independent testing laboratory for preparing and reporting proposed mix designs. Do not use the Owner's field quality-control testing laboratory as the independent testing laboratory.

B. Fiber Reinforcement: Add to mix at rate of 1.5 lb per cu. yd., unless manufacturer recommends otherwise.

C. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, project conditions, weather, test results, or other circumstances warrant.

2.6 CONCRETE MIXING

Ready-Mixed Concrete: Comply with requirements of FDOT Standard Specification, Section 346-7 and FDOT Material's Manual, Chapter 9.2, Volume II.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION FOR CONCRETE PAVEMENT

A. Proof-roll prepared base or subgrade surface to check for unstable areas and verify need for additional compaction. Do not begin concrete work until such conditions have been corrected and are ready to receive paving.

B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install sufficient forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.

B. Check completed formwork and screeds for grade and alignment to following tolerances:

1. Top of Forms: Not more than 1/8 inch in 10 feet.

2. Vertical Face on Longitudinal Axis: Not more than 1/4 inch in 10 feet.

C. Clean forms after each use and coat with form release agent as required ensuring separation from concrete without damage.

3.3 PLACING REINFORCEMENT

A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" for placing and supporting reinforcement. Comply with FDOT Standard Specification, Section 350-7.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers, as required. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces. Maintain minimum cover to reinforcement.

D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction. Use of chairs is required. Welded wire fabric shall not be “pulled” to center of slab.

E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities or replace units as required before placement. Set mats for a minimum 2-inch overlap to adjacent mats.

3.4 JOINTS

A. General: Construct control (contraction) joints, construction, and isolation joints true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to the centerline, unless indicated otherwise. When joining existing paving, place transverse joints to align with previously placed joints, unless indicated otherwise.

B. Control (Contraction) Joints: Control joints are grooved, formed, or sawed into sidewalks, driveways and concrete pavements so that cracking will occur in these joints randomly. If not specified on drawings, intervals shall be not greater than 10 feet or less than 5 feet. Construct control joints for a depth equal to at least 1/4 of the concrete thickness, as follows:

1. Tooled Joints: Form contraction joints in fresh concrete by grooving and finishing each edge of joint with a radiused jointer tool.

2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into hardened concrete when cutting action will not tear, abrade, spawl or otherwise damage surface and before development of

random contraction cracks.

3. Inserts: Form contraction joints by inserting preformed plastic, hardboard, or fiberboard strips into fresh concrete until top surface of strip is flush with paving surface. Radius each joint edge with a jointer tool. Carefully remove strips or caps of two-piece assemblies after concrete has hardened. Clean groove of loose debris.

C. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than ½ hour, unless paving terminates at isolation joints.

1. Provide preformed galvanized steel or plastic keyway-section forms or bulkhead forms with keys, unless indicated otherwise. Embed keys at least 1-1/2 inches into concrete.

2. Continue reinforcement across construction joints unless indicated otherwise.

D. Expansion Joints: Form expansion joints of preformed joint filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

1. Locate expansion joints at intervals of 30 feet, unless indicated otherwise or directed by County.

2. Extend joint fillers full width and depth of joint, not less than ½ inch or more than 1 inch below finished surface where joint sealant is indicated. Place top of joint filler flush with finished concrete surface when no joint sealant is required.

3. Furnish joint fillers in one-piece lengths for full width being placed wherever possible. Where more than one length is required, lace or clip joint filler sections together.

4. Protect top edge of joint filler during concrete placement with a metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

E. Filler and Sealants: Submit specifications to Engineer for approval.

F. Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one half of dowel length to prevent concrete bonding to one side of joint.

3.5 CONCRETE PLACEMENT

A. Comply with requirements of FDOT Standard Specification, Sections 350-8

and 400-7 for placing concrete.

B. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place. No concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. Deposit concrete as nearly as practical to its final location to avoid segregation. When concrete placing is interrupted for more than ½ hour, place a construction joint.

C. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

D. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, floating, or tamping. Use equipment and procedures to consolidate concrete complying with FDOT Standard Specification, Section 350-9.

E. Screed paved surfaces with a straightedge and strike off. Use bull floats or darbies to form a smooth surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces prior to beginning finishing operations.

F. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed. Remove and replace portions of bottom layer of concrete that have been placed more than 15 minutes without being covered by top layer or use bonding agent if acceptable to County.

G. Curbs and Gutters: Shall be constructed in accordance with FDOT Specs. When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete.

H. Slip-Form Pavers: When automatic machine placement is used for paving, submit revised mix design and laboratory test results that meet or exceed requirements. Produce paving to required thickness, lines, grades, finish, and jointing as required for formed paving. Compact subgrade of sufficient width to prevent displacement of paver machine during operations.

I. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength, or sufficient strength to carry loads without damage or injury. Maturity Method Testing, as outlined in FDOT Standard Specification, Section 353-10.2, should be used to determine concrete

strength.

J. Cold-Weather Placement: Comply with provisions of FDOT Standard Specification, Sections 346-7.4 and 400-7.1.1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

K. Hot-Weather Placement: Place concrete complying with FDOT Standard Specification, Sections 346-7.5 and 400-7.1.2, and as specified when hot weather conditions exist.

3.6 CONCRETE FINISHING

A. Float Finish: Begin floating when bleed-water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand-floating if area is small or inaccessible to power units. Finish surfaces to true planes within a tolerance of 1/8 inch in 10 feet as determined by a 10-foot-long straightedge placed anywhere on the surface in any direction. Cut down high spots and fill low spots. Refloat surface immediately to a uniform granular texture.

1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across concrete surface perpendicular to line of traffic to provide a uniform fine line texture finish.

2. Tine Finishes: Apply to curb cut ramps and other areas as noted on the drawings. Finish shall be applied by an approved hand method and shall consist of transverse grooves which are 0.03 to 0.12 inch in width and 0.10 to 0.15 inch in depth, spaced at approximately ½ inch center to center.

B. Final Tooling: Tool edges of paving, gutters, curbs, and joints formed in fresh concrete with a jointing tool to the following radius. Repeat tooling of edges and joints after applying surface finishes. Eliminate tool marks on concrete surfaces. Radius: ½ inch.

3.7 CONCRETE PROTECTION AND CURING

General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with the recommendations of FDOT Standard Specification, Sections 350-11 and 925.

3.8 QUALITY CONTROL TESTING

A. A qualified, accredited testing and inspection laboratory, under the direction of a Professional Engineer, licensed in the State of Florida, shall sample materials, perform tests, and submit test reports during concrete placement as follows:

1. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94. All concrete should be sampled by ACI certified technicians.

   a. Slump: ASTM C 143; one test at point of placement for each compressive-strength test but no less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.

   b. Air Content: ASTM C 231, pressure method; one test for each compressive-strength test but no less than one test for each day's pour of each type of air-entrained concrete.

   c. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F (4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each set of compressive-strength specimens.

   d. Compression Test Specimens: ASTM C 31; one set of four standard cylinders for each compressive- strength test, unless directed otherwise. Mold and store cylinders for laboratory-cured test specimens except when field-cured test specimens are required.

   e. Compressive-Strength Tests: ASTM C 39; one set for each day's pour of each concrete class, plus one set for each additional 50 cu. yd. Test one specimen at 7 days, two specimens at 28 days, and retain one specimen in reserve for earlier or later testing if required. Class I Concrete NS compression test specimens cylinders are not required, except as directed by County.

   f. Contractor shall repair the area to the satisfaction of the Engineer where material was removed for testing purposes. Should any work or materials fail to meet the requirements set forth in the plans and specifications, contractor shall pay for retesting of same.

2. Basis for acceptance of concrete will be per FDOT Standard Specification, Sections 346-8 through 346-11.

B. Test results will be reported in writing to the County, within 24 hours of testing. Reports of compressive strength tests shall contain the Project identification name and number, date and location of concrete placement, name of concrete testing laboratory, concrete type and class, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day and 28-day tests.

C. Nondestructive Testing: Non-destructive test methods may be used with approval of the Engineer, but shall not be used as the sole basis for acceptance or rejection.

D. Additional Tests: The testing laboratory will make additional tests of the concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements have not been met, as directed by Engineer. Testing laboratory may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

3.9 REPAIRS AND PROTECTION

A. Remove and replace concrete work that is broken, damaged, or defective, or does not meet the requirements of this Section.

B. Drill test cores where directed by the County when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory concrete areas with Portland cement concrete bonded to paving with epoxy adhesive.

C. Protect concrete from damage. Exclude traffic from concrete pavement for at least 14 days after placement. When construction traffic is permitted, maintain concrete as clean as possible by removing surface stains and spillage of materials as they occur.

D. Maintain concrete work free of stains, discoloration, dirt, and other foreign material. Sweep concrete paving not more than 2 days prior to date scheduled for Substantial Completion inspections.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be the plan quantity, in square yards, of Plain Cement Concrete Pavement, Reinforced Cement Concrete Pavement, square yards of sidewalk, and linear feet of curb and/or gutter.

4.2 JOINTS AND CRACKS

The Contractor shall include the cost for Cleaning and Sealing Joints in the cost of the newly constructed pavement for: (1) transverse and longitudinal joint construction for new pavement; and (2) abutting joints between existing pavement and new pavement.

For replacing joint seals and sealing random cracks in existing Portland cement concrete pavement, the quantity to be paid for will be as specified below:

A. The length of pavement joint that has been satisfactorily cleaned and sealed in existing Portland cement concrete pavement, as determined by field measurement along the joints, will be paid for at the Contract unit price per foot for Cleaning and Resealing Joints.

B. The length of random cracks in existing Portland cement concrete pavement that have been satisfactorily cut, cleaned, and sealed, as determined by field measurement along the joints, will be paid for at the Contract unit price per foot for Cleaning and Sealing Random Cracks.

4.3 BASIS OF PAYMENT

Prices and payment will be full compensation for all work specified in this Section, including any preparation of the subgrade not included in the work to be paid for under another Contract item; all transverse and longitudinal joint construction, including tie-bars and dowel bars; the furnishing of test specimens; repair of core holes; and all incidentals necessary to complete the work.

END OF SECTION 03300

SECTION 04040 – PAVEMENT MARKINGS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following documents:

1. Florida Department of Transportation *Roadway and Traffic Design Standards*, Indices 17344 through 17359, *Latest Edition*.

2. Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*, Sections 701, 705, 706, 710, 711, 970, 971, and 993, *Latest Edition*.

3. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, *Latest Edition*.

1.2 DESCRIPTION OF WORK

The work under this section includes the installation and removal of temporary and permanent pavement markings, textured pavement, reflective markers, galvanized posts, flex posts, delineators, wheel stops, and audible and vibratory pavement markings. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications. Pavement marking notes on plan sheets shall take precedence over and modify conflicting Technical Specifications.

PART 2 – PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County may remove and replace the same and deduct the cost of the work from the contract amount.

2.2 TEMPORARY PAVEMENT MARKINGS

Materials for temporary pavement marking shall meet all requirements of FDOT Specs, Section 710, *Latest Edition.*

2.3 PERMANENT PAVEMENT MARKINGS

Materials for permanent pavement markings shall meet all requirements of FDOT Specs, Section 711, *Latest Edition*.

2.4 REFLECTIVE PAVEMENT MARKERS

Materials for reflective pavement markers shall meet all requirements of FDOT Specifications, Sections 706, *Latest Edition*.

2.5 OBJECT MARKERS AND DELINEATORS

Materials for object markers shall meet all requirements of FDOT Specifications, Sections 705, *Latest Edition*.

2.6 AUDIBLE AND VIBRATORY PAVEMENT MARKINGS

Materials for audible and vibratory pavement markings shall meet all requirements of FDOT Specifications, Sections 701, *Latest Edition*.

PART 3 – EXECUTION

3.1 GENERAL

All pavement markings shall be applied in accordance with FDOT requirements.

3.2 TEMPORARY PAVEMENT MARKINGS

Temporary pavement markings shall be installed at the end of each day on new pavement surfaces and shall be maintained until permanent markings are installed.

3.3 PERMANENT PAVEMENT MARKINGS

Permanent pavement markings, including painted stripes, thermoplastic stripes, and reflective pavement markers, shall be installed as shown in the plans. Materials and installation shall conform to applicable standards in the documents referenced in Section 1.1. Installation of permanent markings on all final asphaltic concrete surfaces shall not be accomplished prior to 14 calendar days, nor later than 30 calendar days, after placement of the final surfaces.

3.4 RETROREFLECTIVITY

The Contractor shall, within thirty days of completion, furnish retroreflectivity

readings certifying the materials meet all FDOT requirements as per Part I, 1.1.B.2, Sections 710 and 711.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The engineer or project manager may specify a lump sum or measurement of quantities.

The quantities to be paid for under this Section will be the length in feet or gross mile of Skip Traffic Stripes, the length in feet or gross mile of Solid Traffic Stripes, the number of directional arrows and pavement messages, painted, the area in square feet or of Reflective Paint (Island Nose), and the area in square feet or the length in feet to Remove Existing Markings. Measurement will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals will not be included in pay quantity.

4.2 BASIS OF PAYMENT

Prices and payment will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

END OF SECTION - 04040

SECTION 04060 - MAINTENANCE OF TRAFFIC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the plan sheets or in other sections of the specifications, all materials and work shall conform to the applicable requirements in the following documents:

1. *Florida Department of Transportation Design Standards*, *Latest Edition*.

2. *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, Section 102, *Latest Edition*.

3. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, *Latest Edition*, Part 6 Temporary Traffic Controls.

4. *FDOT Minimum Specifications for Traffic control and Devices*, *Latest Edition*.

1.2 SUMMARY OF WORK

The work under this section includes the maintenance of traffic within the limits of the project for the duration of construction.

PART 2 – PRODUCTS - Not Used.

PART 3 - EXECUTION

3.1 RESPONSIBILITIES OF CONTRACTOR

A. Control and maintain traffic and provide for the safety of the work area in accordance with Maintenance of Traffic (MOT) Plan included in the contract documents. Contractor shall comply with all aspects of said plan. Conduct operations in a manner that will not interrupt pedestrian and vehicle traffic except as approved by the County Engineer/Traffic Division. Confine the work area to the smallest area practical to allow the maximum use of the street and sidewalk and to reduce any hazard to vehicles and pedestrians to a minimum.

B. Maintain access to properties that adjoin the work. Contact property owners

and assure that access is coordinated prior to commencing work that may block access.

C. Furnish all labor, materials, tools, supplies, equipment, and machinery needed to fully comply with the specifications described on the plan sheets and in this Section. At all times, the Contractor shall use workers and traffic control devices necessary to comply with all applicable provisions contained in the reference documents listed in Section 1.1.

D. The Contractor shall notify the agencies and media listed below in writing, 48 hours in advance, of any work within the road right-of-way that may interfere with vehicle and/or pedestrian traffic.

1. WCOA Radio – Tel: 478-6011; Fax: 478-3971

2. Pensacola News Journal Tel: 435-8500; Fax: 435-8633; Email: news@pensacolanewsjournal.com

3. Escambia County Emergency Management Tel: 471-6315; Fax: 471-6322; Email: bob_boschen@co.escambia.fl.us

4. Escambia County Engineering Tel: 595-3440

5. Escambia County Sheriff Tel: 436-9630; Fax: 436-9128; Email: traffic@escambiaso.com

6. Florida Highway Patrol Tel: 484-5000; Fax: 393-3405; Email: stevepreston@flhsmv.gov

7. Escambia County School District Tel: 469-5591; Fax: 469-5661; Email: transportation@escambia.k12.fl.us and rdoss@escambia.k12.fl.us

8. Escambia County Administration Tel: 595-4900; Fax: 595-4908; Email: Cheryl_Lively@co.escambia.fl.us

9. Escambia County Area Transit Tel: 595-3228; Fax: 595-3222; Email: Ted_Woolcock@co.escambia.fl.us

3.2 PENALTIES AND SUSPENSION OF WORK

The County may verbally direct the Contractor to immediately suspend work if appearance of violation of safety regulations is found. In such an event, Contractor shall immediately stop work and secure any potential hazards from the public until the potential violation is confirmed and/or corrected to satisfaction of the County. Law enforcement officers may be called to assist the County in suspending work if the Contractor is not responsive. Suspension of work for violation of safety

regulations shall not be grounds for a contract time extension or additional payment.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. Maintenance of Traffic: Where the plans require the use of trucks and truck mounted impact attenuators, these items will not be paid for separately but shall be included in the cost of Maintenance of Traffic. Only use those attenuators that have been tested by a facility approved by the Engineer and certified as meeting the requirements as specified in NCHRP 350 and that have been properly maintained.

B. Law Enforcement Services: The quantity to be paid for will be at the Contract unit price per hour for the actual number of officers on the project site. Payment will be made only for those off-duty law enforcement officers specified in the MOT and authorized by the CountyI.

C. When the plans show more than one detour facility is included in the proposal, payment will be made under Maintenance of Traffic.

D. Materials for Driveway Maintenance: The quantity to be paid for will be, in square yards, of all materials authorized by the County, acceptably placed and maintained for driveway maintenance. The quantity will be determined by in place measurement.

4.2 BASIS OF PAYMENT

A. MAINTENANCE OF TRAFFIC (GENERAL WORK): Price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

B. LAW ENFORECEMENT: Prices and payment will be considered full compensation for the services of the off-duty law enforcement officer, including a marked law enforcement vehicle and all other direct and indirect costs.

C. SPECIAL DETOURS: Price and payment will be full compensation for providing all detour facilities shown on the plans and all costs incurred in carrying our all requirements of this Section for general maintenance of traffic within the limits of the detour, as shown on the plans.

END OF SECTION 04060

GEOTECHNICAL ENGINEERING REPORT

Pensacola Beach Congestion Management Plan
Project 2g – Parking Lots

Pensacola Beach, Escambia County, Florida

PREPARED FOR:

Volkert, Inc.
651 East Burgess Road, Suite 52
Pensacola, Florida 32504

NOVA Project Number: 8217141

October 6, 2017

NOVA
PROFESSIONAL | PRACTICAL | PROVEN

October 6, 2017

Volkert, Inc.
651 East Burgess Road, Suite 52
Pensacola, Florida 32504

Attention: Mr. Mike Warnke, P.E.

Subject: Geotechnical Engineering Report
PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
PROJECT 2G PARKING LOTS
Pensacola Beach, Escambia County, Florida
NOVA Project Number 8217141

Dear Mr. Warnke:

NOVA Engineering and Environmental LLC (NOVA) has completed the authorized Geotechnical Engineering Report for the additional parking lots to be constructed at three (3) separate locations in Pensacola Beach, Escambia County, Florida. The work was performed in general accordance with NOVA Proposal Number 016-20170214r1, dated June 6, 2016. This report briefly discusses our understanding of the project at the time of the subsurface exploration, describes the geotechnical consulting services provided by NOVA, and presents our findings, conclusions, and recommendations.

We appreciate your selection of NOVA and the opportunity to be of service on this project. If you have any questions, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,
NOVA Engineering and Environmental LLC

Jesse A. James E.I.
Staff Engineer
Florida Certificate No. 1100019359

William L. Lawrence, P.E.
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Florida Registration No. 60147

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FLORIDA
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APPENDICES

Appendix A – Figures and Maps
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1.0 SUMMARY

A brief summary of pertinent findings, conclusions, and recommendations are presented below. This information should not be utilized in design or construction without reading the report in its entirety and paying particular attention to the recommendations presented in the text and Appendix.

1.1 GENERAL

We understand that a portion of the Pensacola Beach Congestion Management Plan includes adding new parking lots at three (3) locations along Via De Luna Drive and Fort Pickens Road.

Our field exploration at the subject sites included performing eight (8) auger borings within the proposed parking lot and one (1) auger boring within the stormwater management system (SMS) area at the site along Via De Luna Drive near Avenida 17; ten (10) auger borings within the proposed parking lot footprint and one (1) auger boring within the SMS area at the site along Fort Pickens Road near the Sheriff Substation; and two (2) auger borings within the proposed parking lot footprint at the site proposed along Via De Luna Drive at the Old Visitor Center. Drilling, testing and sampling operations were performed in general accordance with ASTM designations and other industry standards.

The Test Borings generally encountered fine-grained sands (USCS classification of SP) from the existing ground surface elevation to the maximum depth explored of about 5 feet below existing grade (BEG).

1.2 SITE PREPARATION

We recommend stripping the proposed construction areas to remove all trees and associated root systems, surficial vegetation and topsoil, and any other deleterious non-soil materials that are found to be present. The soils exposed at the stripped grade elevation should be compacted to a minimum soil density of at least 95 percent of the maximum dry density as determined by the Modified Proctor test (ASTM D-1557). Resulting or additional excavations should be backfilled with structural fill also compacted to a minimum soil density of at least 95 percent of the maximum dry density as determined by the Modified Proctor test (ASTM D-1557).

1.3 GROUNDWATER CONTROL

A stabilized groundwater table was encountered in the test borings at depths ranging between about 2 feet to greater than 5 feet BEG at the time of our field exploration, which occurred during a period of above normal seasonal rainfall and within a pattern of frequent rain events.

Groundwater could therefore potentially impact the planned development of these properties, most especially with respect to the installation of subsurface utilities in lower lying areas of each site.

1.4 PAVEMENTS

We understand that a flexible (asphalt) pavement section is desired for the pavements planned for this development. Based on the results of our test borings, the subsurface conditions encountered are generally adaptable for providing adequate support of both light duty and heavy duty flexible pavement sections.

1.5 STORMWATER MANAGEMENT SYSTEM

Based on the results of the test borings and the limited laboratory testing, the subsurface conditions encountered on the project sites appear to be adaptable for the treatment and disposal of stormwater runoff via either conventional dry retention ponds or shallow swale systems.

1.6 GPR SURVEY

Our geophysical survey included Ground Penetrating Radar (GPR) testing to locate anomalies consistent with subsurface utilities. For this evaluation, a GSSI SIR-4000 data collection unit with an external 400 MHz antenna was used at client specified areas. Maps of the approximate locations of the targets are included in Appendix D of this report.

2.0 INTRODUCTION

2.1 PROJECT INFORMATION

Our understanding of this project is based on discussions with the client, review of the provided site plan, a site reconnaissance performed during boring layout, review of aerial photography of the site via internet-based GIS software, and our experience with similar geotechnical conditions in the near vicinity to this project site.

2.1.1 Site Plans and Documents

We were furnished with the following plans and documents:

- Document: Pensacola Beach Congestion Management Plan Project 2G
  Prepared by: Volkert, Inc.
  Dated: June 2017

2.1.2 Proposed Construction

We understand that a portion of the Pensacola Beach Congestion Management Plan includes adding new parking lots at three (3) locations along Via De Luna Drive and Fort Pickens Road, as well as stormwater management system (SMS) improvements at each of these locations.

2.1.3 Site Grading

Site grading details were not available from the design team at the time of the issuance of this report; we have therefore assumed that less than 2 feet of fill, and no cut, will be required to achieve the desired subgrade elevations within the proposed parking lot footprints, and that the proposed SMS areas will reportedly be 2 feet or less in depth, relative to current grade elevations.

2.2 SCOPE OF WORK

Volkert, Inc., engaged NOVA to provide geotechnical engineering consulting services for the Congestion Management Plan for Pensacola Beach in Escambia County, Florida. This report briefly discusses our understanding of the project, describes our exploratory procedures, and presents our findings, conclusions, and recommendations.

The primary objective of this study was to perform a geotechnical exploration within the areas of the proposed parking lot additions and SMS areas. The authorized geotechnical engineering services included a site reconnaissance, a soil test boring and sampling program, laboratory testing, engineering evaluation of the field and laboratory data, and the preparation of this report.

The services were performed substantially as outlined in our proposal number 016-20170214, dated June 6, 2017, and in general accordance with industry standards.

As authorized per the above referenced proposal, the completed geotechnical report was to include:

- A description of the site, fieldwork, laboratory testing and general soil conditions encountered, including a Boring Location Plan and individual Test Boring Records.
- Site preparation considerations that include geotechnical discussions regarding site stripping and subgrade preparation, and engineered fill/backfill placement.
- Recommendations for controlling groundwater during construction and the need for permanent de-watering systems based on the expected post construction ground water levels.
- Recommendations for subgrade preparation in the proposed parking lot areas.
- A recommended flexible pavement section based on provided or assumed traffic loadings.
- SMS design parameters per NWFWMD ERP requirements.
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, the criteria for suitable fill materials will be provided.
- Recommended quality control measures (i.e. sampling, testing, and inspection requirements) for site grading and construction.

The assessment of site environmental conditions, including the presence of wetlands or detection of pollutants in the soil, rock or groundwater, laboratory testing of samples, or a site-specific seismic study was beyond the scope of this geotechnical study. If requested, NOVA can provide these services.

3.0 SITE DESCRIPTION

3.1 LOCATION AND LEGAL DESCRIPTION

The subject properties are located along Via De Luna Drive and Fort Pickens Road in Pensacola Beach, Escambia County, Florida. A Site Location Map is included in Appendix A.

3.2 SUBJECT PROPERTY AND VICINITY GENERAL CHARACTERISTICS

At the time of our field exploration, the vicinity of the Subject Properties were generally developed with a mix of light commercial, municipal, and residential land uses.

3.3 CURRENT USE OF THE PROPERTIES

At the time of our field exploration, the property along Via De Luna Drive near Avenida 17 was vacant and sparsely vegetated. The southern border of the property along Via De Luna Drive had an asphalt paved sidewalk and several palm trees that aligned parallel to the roadway, along with several drainage structures and utilities.

The property along Fort Pickens Road near the Sherriff's Substation was mostly vacant and was sparsely vegetated. The northern portion of the property had a chain-link-fenced SMS area with associated drainage structures, and the area along Fort Pickens Road had several utility structures.

The property along Via De Luna Drive near the Old Visitor's Center was the location of an above-grade, single-story structure near the southern boundary of the property, as well as several utility structures. The area was vegetated with short grasses, landscape shrubberies, and several isolated mature palm trees.

4.0 GEOPHYSICAL SURVEY

Our geophysical survey included Ground Penetrating Radar (GPR) testing to locate potential areas of subsurface anomalies consistent with subsurface utility conduits. For this evaluation, a GSSI SIR-4000 data collection unit with an external 400 MHz antenna was used to locate areas of potential subsurface anomalies.

GPR testing was performed in a grid pattern across accessible portions of the client specified areas of concern to determine the presence and general location of the subject targets. GPR output data was recorded for several of the test locations. Select GPR data files for typical observations were processed for reporting purposes, and are included in the Appendix of this report. Captions for each image include commentary to describe the findings. Maps of the approximate locations of the targets are included in Appendix D of this report.

Ground Penetrating Radar: The ground penetrating radar (GPR) method uses electromagnetic pulses, emitted at regular intervals by an antenna to map subsurface features and discrete objects. The electromagnetic pulses are reflected where changes in electrical properties (dielectric constant) occur. In the case of collecting GPR data on soil and pavement surfaces, this may occur due to the presence of utility conduits, groundwater, or changes in the soil strata. The reflected electromagnetic energy is received by an antenna, converted into an electrical signal, and recorded by the GPR unit. The data is processed, viewed, and printed in real time. The result is a cross-section of the subsurface directly beneath the path of the antenna.

The depth of penetration of the GPR signal varies according to antenna frequency and the conductivity of the subsurface materials present. As the frequency of the GPR antenna increases, the resolution increases but the depth of penetration decreases. As the conductivity of subsurface material increases the depth of penetration decreases due to increased attenuation of the GPR signal. Soils consisting primarily of sand typically have a lower conductivity than silts and clays. Therefore, sandy soils will allow for better depth visibility than silts and clays.

The GPR method is a remote sensing method that may not detect all targets and interfaces of interest. It is also possible that the interpreted GPR data may reveal subsurface targets or interfaces that without intrusive sampling prior to data interpretation may have been misinterpreted. When drilling or excavating, all conventional safety measures should be taken to avoid damaging embedded utilities, and construction components.

For more information regarding the GPR method and the equipment used, please refer to the manufacturer website: www.geophysical.com.

5.0 FIELD EXPLORATION

Boring locations were staked in the field by the NOVA personnel using the approved Boring Location Plan, and ground surface elevations at each staked boring location were provided to NOVA by Volkert and have been included in the Test Boring Records provided in Appendix B of this report.

Our field exploration was conducted on September 1, 2017 and included:

- Eight (8), 5-foot deep auger borings within the proposed parking lot and one (1) auger boring within the stormwater management system (SMS) area at the site along Via De Luna Drive near Avenida 17,
- Ten (10), 5-foot deep auger borings within the proposed parking lot footprint and one (1) auger boring within the SMS area at the site along Fort Pickens Road near the Sheriff Substation, and
- Two (2), 5-foot deep auger borings within the proposed parking lot footprint at the site along Via De Luna Drive at the Old Visitor's Center.

Soil Test Borings: The soil test borings were performed using the guidelines of ASTM Designation D-1452, "Soil Exploration and Sampling by Auger Borings". Auger borings provide the simplest method of soil exploration and sampling and can be used to determine the groundwater levels and changes in strata. For this exploration, a 3-inch OD orchard-barrel type hand-operated auger was used to advance the boring. Representative portions of the disturbed soil samples, obtained from the sampler, were placed in sealed containers and transported to our laboratory for further evaluation and laboratory testing.

Test Boring Records in Appendix B present the soil conditions encountered in the borings. These records represent our interpretation of the subsurface conditions based on the field exploration data, visual examination of the recovered samples, laboratory test data, and generally accepted geotechnical engineering practices. The stratification lines and depth designations represent approximate boundaries between various subsurface strata. Actual transitions between materials may be gradual.

6.0 LABORATORY TESTING

A laboratory testing program was conducted to characterize materials which exist at the site using the recovered samples. Selected test data are presented on the Test Boring Records attached in the Appendix. The specific tests are briefly described below.

It should be noted that all soil samples will be properly disposed of 30 days following the submittal of this NOVA subsurface exploration report unless you request otherwise.

6.1 SOIL CLASSIFICATION

Soil classification provides a general guide to the engineering properties of various soil types and enable the engineer to apply past experience to current problems. In our explorations, samples obtained during drilling operations are observed in our laboratory and visually classified by an engineer. The soils are classified according to consistency (based on number of blows from standard penetration tests), color and texture. These classification descriptions are included on our Test Boring Records. The classification system discussed above is primarily qualitative; laboratory testing is generally performed for detailed soil classification. Using the test results, the soils were classified using the Unified Soil Classification System. This classification system and the in-place physical soil properties provide an index for estimating the soil's behavior. The soil classification and physical properties obtained are presented in this report.

6.2 MOISTURE CONTENT

The moisture content is the ratio expressed as a percentage of the weight of water in a given mass of soil to the weight of the solid particles. These tests were conducted in general accordance with ASTM D-2216.

6.3 SIEVE ANALYSIS

The sieve analysis consists of passing a soil sample through a series of standard sieve openings. The percentage of soil, by weight, passing the individual sieves is then recorded and generally presented in a graphical format. The percentage of fines passing through the No. 200 sieve is generally considered to represent the amount of silt and clay of the tested soil sample. The sieve analysis test was conducted in general accordance with ASTM Designation D-1140.

6.4 FALLING-HEAD LABORATORY PERMEABILITY

A remolded falling head permeability test (ASTM D-5084) is a common laboratory test used to determine the hydraulic conductivity of fine-grained soils. The test involves the flow of water through a re-molded, fully saturated soil sample inside a rigid- wall permeameter connected to a standpipe of constant diameter. Before beginning the flow measurements, the soil sample is saturated and the standpipe is filled with de-aired water to a given level. The test then starts by allowing the water to flow through the sample until the water in the standpipe reaches a lower limit. The time required for the water to flow from the upper to lower limit is recorded.

6.5 LIMEROCK BEARING RATIO

Limerock Bearing Ratio (LBR) tests were performed in accordance with FM-515-5 – Standard Test Method for LBR (Limerock Bearing Ratio) to determine strength and deflection characteristics of soil correlated with pavement performance to establish design curves for pavement thickness.

7.0 SUBSURFACE CONDITIONS

7.1 GEOLOGY

The site is located in the Escambia County, Florida area and according to the United States Geological Survey (USGS), is situated within the greater Gulf Coastal Plain region. The site is generally covered with Alluvium sediments of the Pleistocene/Holocene periods underlain by the Citronelle formation of the Pliocene/Pleistocene periods. The alluvial sediments typically consist of siliciclastics that are fine to coarse quartz sand containing clay lenses and gravel in places. Sands consists primarily of very fine to very coarse poorly sorted quartz grains; gravel is composed of quartz, quartzite, and chert pebbles. In areas of the Valley and Ridge province gravels are generally composed of angular to sub-rounded chert, quartz, and quartzite pebbles. Coastal deposits in the Pensacola Beach area include fine to medium quartz sand with shell fragments and accessory heavy minerals along Gulf beaches and fine to medium quartz sand, silt, clay, peat, mud and ooze in the Mississippi Sound, Little Lagoon, bays, lakes, streams, and estuaries. The Citronelle formation consists primarily of varicolored/mottled lenticular beds of poorly sorted sand, clayey sand, clay, and clayey gravel. Limonite pebbles and lenses of limonite cemented sand occur locally in weathered Miocene exposures.

Surficial soils in the region are primarily siliciclastic sediments deposited in response to the renewed uplift and erosion in the Appalachian highlands to the north and sea-level fluctuations. The extent and type of deposit is influenced by numerous factors, including mineral composition of the parent rock and meteorological events.

7.2 SOIL CONDITIONS

The following paragraph provides a generalized description of the subsurface profiles and soil conditions encountered in the borings conducted during this study. The Test Boring Records in the Appendix should be reviewed to provide detailed descriptions of the conditions encountered at each boring location. Conditions may vary at other locations and times.

The Test Borings generally encountered fine-grained sands (USCS classification of SP) from the existing ground surface elevation to the maximum depth explored of about 5 feet below existing grade (BEG).

7.3 GROUNDWATER CONDITIONS

7.3.1 General

Groundwater in the Gulf Coastal Plain typically occurs as an unconfined aquifer condition. Recharge is provided by the infiltration of rainfall and surface water through the soil overburden. More permeable zones in the soil matrix can affect groundwater conditions. The groundwater table is expected to be a subdued replica of the original surface topography. Based on a review of topographic maps and our visual site observations, we anticipate the groundwater flow to be dependent on tidal influences.

Groundwater levels vary with changes in season and rainfall, construction activity, surface water runoff, tides, and other site-specific factors. Groundwater levels in the Escambia County area are typically lowest in the late fall to winter and highest in the early spring to mid-summer with annual groundwater fluctuations by seasonal rainfall; consequently, the water table may vary at times.

7.3.2 Soil Test Boring Groundwater Conditions

Groundwater was encountered in the test borings at depths ranging from about 2 feet to greater than 5 feet BEG at the time of our field exploration, which occurred during a period of above normal seasonal rainfall, and during a period of frequent rain events.

Based on comparisons of current annual monthly rainfall data to historical rainfall data extending back 50+ years in time, we estimate that the normal permanent seasonal high groundwater (SHGW) table for this site will occur approximately at the noted groundwater levels at each boring location, during the wet season. This data generally correlates to the values provided by the USGS Natural Resources Conservation Service.

8.0 CONCLUSIONS AND RECOMMENDATIONS

The following conclusions and recommendations are based on our understanding of the proposed construction, site observations, our evaluation and interpretation of the field and laboratory data obtained during this exploration, our experience with similar subsurface conditions, and generally accepted geotechnical engineering principles and practices.

Subsurface conditions in unexplored locations or at other times may vary from those encountered at specific boring locations. If such variations are noted during construction, or if project development plans are changed, we request the opportunity to review the changes and amend our recommendations, if necessary.

8.1 SITE PREPARATION

Site grading details were not available from the design team at the time of the issuance of this report; we have therefore assumed that 2 feet or less of elevating structural fill will be required to achieve the desired finished subgrade elevations within the proposed parking lot footprints.

Prior to proceeding with construction, all topsoil and vegetation, trees and associated root systems, and any other deleterious non-soil materials found to be present should be stripped from the proposed parking lot footprints. Clean topsoil may be stockpiled and subsequently re-used in landscaped areas. Debris-laden materials should be excavated, transported, and disposed of off-site in accordance with appropriate solid waste rules and regulations. All existing utility locations should be reviewed to assess their impact on the proposed construction and relocated/grouted in-place as appropriate.

The soils exposed at the stripped grade elevation should be compacted to a minimum soil density of at least 95 percent of the maximum dry density as determined by the Modified Proctor test method (ASTM D-1557). NOVA should observe the compaction of the subgrade to locate soft, weak, or excessively wet fill or existing soils present at the time of construction. Any unstable materials observed during the evaluation and compaction operations should be undercut and replaced with structural fill or stabilized in-place by scarifying and re-densifying.

8.1.1 Soil Suitability

The on-site near surface soils can be categorized as SP, or relatively clean fine-grained sands based on the Unified Soil Classification System (USCS). This sandy soil type is considered suitable for the use of structural fill along the proposed roadway alignments.

We note, however, that these materials will require blending with aggregate or another suitable stabilizing material to produce a Stabilized Subgrade Course with a minimum Limerock Bearing Ratio (LBR) value of 40.

All imported materials to be used for backfill or compacted fill construction should be evaluated and, if necessary, tested by NOVA prior to their being imported to determine if they are suitable for their intended use (including performing Munsell Color Determinations to confirm they can be imported onto Pensacola Beach per applicable County regulations). In general, based upon the boring results, the near surface sands such as those encountered in the borings can be used as structural fill as well as general subgrade fill and backfill, provided that the fill material is free of rubble, clay, rock, roots and organics. Any off-site materials used as fill should be approved by NOVA prior to acquisition.

Organic and/or debris-laden material is not suitable for re-use as structural fill. Topsoil, mulch, and similar organic materials can be wasted in architectural areas. Debris-laden materials should be excavated, transported, and disposed of off-site in accordance with appropriate solid waste rules and regulations.

8.1.2 Soil Compaction

Fill should be placed in thin, horizontal loose lifts (maximum 12-inch) and compacted to a minimum soil density of at least 95 percent of the Modified Proctor maximum dry density (ASTM D-1557). The top 12 inches of subgrade (i.e., the Stabilized Subgrade Course) beneath all pavement areas should be compacted to at least 98 percent. Fill materials should have a target maximum dry density of at least 95 pounds per cubic foot (pcf). If lighter weight fill materials are used, the NOVA geotechnical engineer should be consulted to assess the impact on design recommendations.

Soil moisture content should be maintained within 3 percent of the optimum moisture content. We recommend that the grading contractor have equipment on site during earthwork for both drying and wetting fill soils. Moisture control may be difficult during dry weather, given the free-draining nature of the very high permeability native sandy soils.

Filling operations should be observed by a NOVA soils technician, who can confirm suitability of material used and uniformity and appropriateness of compaction efforts. He/she can also document compliance with the specifications by performing field density tests using thin-walled tube, nuclear, or sand cone testing methods (ASTM D-2937, D-6938, or D-1556, respectively). One test per 400 cubic yards and every 2 feet of placed fill is recommended, with test locations well distributed throughout the fill mass. When filling in small areas, at least one test per day per area should be performed.

8.2 GROUNDWATER CONTROL

Groundwater was encountered at depths ranging from about 2 feet to greater than 5 feet BEG at the time of our field exploration, which occurred during a period of above normal seasonal rainfall and within a pattern of frequent rain events.

Depending on the areas of the site under consideration, groundwater levels have differing implications for design and construction. The extent and nature of any dewatering required during construction will be dependent on the actual groundwater conditions prevalent at the time of construction and the effectiveness of construction drainage to prevent run-off into open excavations.

Based on our understanding of the proposed construction, groundwater could potentially adversely impact the planned development of this property, most especially with respect to the installation of subsurface utilities in lower-lying areas of each site.

As previously noted, groundwater levels are subject to seasonal, climatic, tidal, and other variations and may be different at other times and locations.

8.3 PAVEMENT SECTIONS

We understand that a flexible (asphalt) pavement section is desired for the proposed parking lots planned as part of this improvements project. Recommended heavy duty and light duty pavement sections have been developed for this project based on our understanding of the existing subsurface conditions, review of applicable FDOT specifications, and the assumed pavement design parameters of a 20-year pavement design life with moderate traffic loadings.

Sufficient fill will be required in the proposed parking lot footprints to provide a minimum separation of at least 24 inches between the bottom of the base course and the normal permanent SHGW level for a crushed Bahama Stone base course. This separation can be reduced to 18 inches with employment of Graded Aggregate Base (GAB). We note that Escambia County may require Bahama Base Rock in lieu of Limerock base due to color ordinances.

Based on the results of our test borings, the subsurface conditions encountered appear to be adaptable for the following pavement sections.

STANDARD-DUTY PAVEMENT SECTION	
Structural Course (FDOT SuperPave – SP fine)	1½ inches
GAB or Crushed Bahama Stone Base Course (from an FDOT approved source, min. LBR of 100)	6 inches
Stabilized Subgrade (minimum LBR of 40)	12 inches
HEAVY-DUTY PAVEMENT SECTION (ENTRANCE DRIVES)	
Structural Course (FDOT SuperPave – SP fine)	2½ inches
GAB or Crushed Bahama Stone Base Course (from an FDOT approved source, min. LBR of 100)	8 inches
Stabilized Subgrade (minimum LBR of 40)	12 inches

We recommend specifying a minimum compaction requirement of at least 98 percent of the maximum dry density for the base course and stabilized subgrade course materials as determined by the Modified Proctor test method (ASTM D-1557). All asphalt material and paving operations should meet applicable specifications of the Asphalt Institute and FDOT requirements. A NOVA technician should observe placement and perform density testing of the stabilized subgrade, base course material and asphalt.

As was noted previously, stabilization of the native sandy materials to produce a Stabilized Subgrade course with a minimum Limerock Bearing Ratio (LBR) value of 40 will most likely be required, as the near-surface in-situ native fine-grained sands (SP) were found to have LBR values ranging between 20 and 25.

8.4 STORMWATER MANAGEMENT SYSTEMS

We understand that a stormwater management system (SMS) consisting of either a conventional shallow dry retention pond or a shallow perimeter swale is planned for each proposed parking lot to treat and dispose of stormwater runoff associated with the planned site improvements. Based on the results of the SMS test borings, the subsurface conditions encountered on the project sites appear to be adaptable for the treatment and disposal of stormwater runoff via the desired SMS. We recommend that the SMS geotechnical parameters provided on the following page in Table 1 and Table 2 be used in the SMS designs.

Table 1 – Via De Luna Drive SMS Soil Design Parameters	
Corresponding Soil Boring Test Locations	R-1
Approximate Depth to Confining Layer, BEG	> 4 feet
Measured Vertical Hydraulic Conductivity (Kv)	108 feet/day
Calculated Horizontal Hydraulic Conductivity (Kh)	162 feet/day
Estimated Infiltration Rate (DRI)	36 inches/hour
Estimated Fillable Porosity of Soil	25%
Estimated Depth to Normal Permanent SHGW table, feet BEG	2 feet

Table 2 – Fort Pickens Road at Sherriff Substation SMS Soil Design Parameters	
Corresponding Soil Boring Test Locations	R-2
Approximate Depth to Confining Layer, BEG	> 5 feet
Measured Vertical Hydraulic Conductivity (Kv)	81 feet/day
Calculated Horizontal Hydraulic Conductivity (Kh)	121 feet/day
Estimated Infiltration Rate (DRI)	27 inches/hour
Estimated Fillable Porosity of Soil	25%
Estimated Depth to Normal Permanent SHGW table, feet BEG	4 feet

The estimated normal permanent SHGW levels provided in Table 1 and Table 2 above are based on our experience with projects in this locale; the soil strata encountered in the test borings; the groundwater levels measured at the sites; and the published information by the "Web Soil Survey" National database, NRCS division of the United States Department of Agriculture (USDA). Please note that the measured hydraulic conductivity rates could be adversely impacted if siltation of the pond bottoms is allowed after construction.

9.0 CONSTRUCTION OBSERVATIONS

9.1 SUBGRADE

Once site grading is completed, the subgrade may be exposed to adverse construction activities and weather conditions. The subgrade should be well-drained to prevent the accumulation of water. If the exposed subgrade becomes saturated or frozen, the NOVA geotechnical engineer should be consulted.

A final subgrade evaluation should be performed by the NOVA geotechnical engineer immediately prior to pavement construction. If practical, proofrolling may be used to re-densify the surface and to detect any soil, which has become excessively wet or otherwise loosened.

9.2 PAVEMENTS

The recommended pavement sections should utilize materials and be constructed in accordance with applicable FDOT specifications. Also, NOVA should be retained during construction to confirm subgrade conditions are as anticipated and that the construction process is as required by the contract documents

APPENDIX A
Figures and Maps

APPENDIX B
Subsurface Data

APPENDIX C
Laboratory Data

APPENDIX D
Qualifications of Recommendations

QUALIFICATIONS OF RECOMMENDATIONS

The findings, conclusions and recommendations presented in this report represent our professional opinions concerning subsurface conditions at the site. The opinions presented are relative to the dates of our site work and should not be relied on to represent conditions at later dates or at locations not explored. The opinions included herein are based on information provided to us, the data obtained at specific locations during the study and our past experience. If additional information becomes available that might impact our geotechnical opinions, it will be necessary for NOVA to review the information, reassess the potential concerns, and re-evaluate our conclusions and recommendations.

Regardless of the thoroughness of a geotechnical exploration, there is the possibility that conditions between borings will differ from those encountered at specific boring locations, that conditions are not as anticipated by the designers and/or the contractors, or that either natural events or the construction process have altered the subsurface conditions. These variations are an inherent risk associated with subsurface conditions in this region and the approximate methods used to obtain the data. These variations may not be apparent until construction.

The professional opinions presented in this geotechnical report are not final. Field observations and foundation installation monitoring by the geotechnical engineer, as well as soil density testing and other quality assurance functions associated with site earthwork and foundation construction, are an extension of this report. Therefore, NOVA should be retained by the owner to observe all earthwork and foundation construction to document that the conditions anticipated in this study actually exist, and to finalize or amend our conclusions and recommendations. NOVA is not responsible or liable for the conclusions and recommendations presented in this report if NOVA does not perform these observation and testing services.

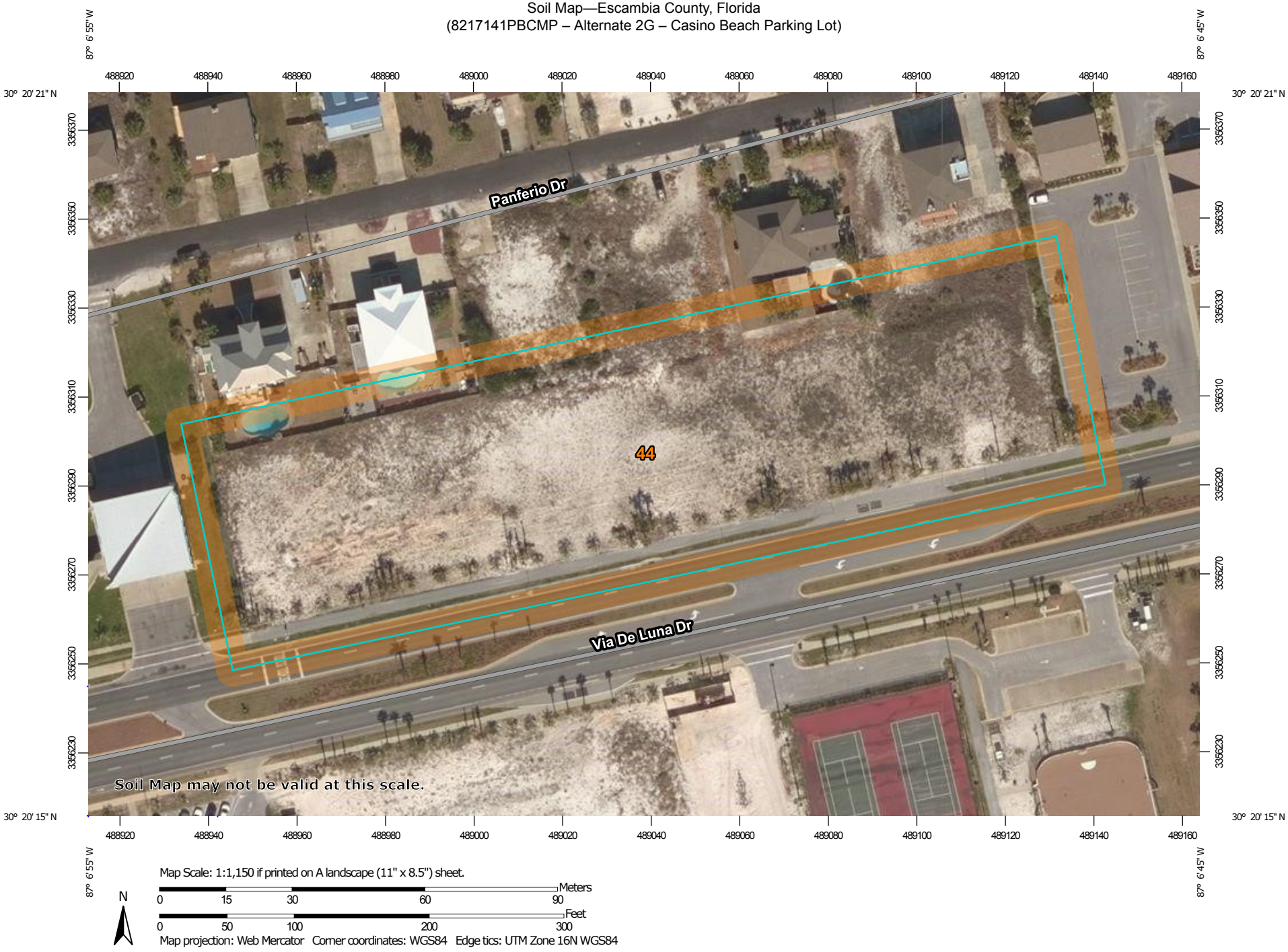
This report is intended for the sole use of **Hammond Engineering, Inc.** only. The scope of work performed during this study was developed for purposes specifically intended by **Hammond Engineering, Inc.** and may not satisfy other users' requirements. Use of this report or the findings, conclusions or recommendations by others will be at the sole risk of the user. NOVA is not responsible or liable for the interpretation by others of the data in this report, nor their conclusions, recommendations or opinions.

Our professional services have been performed, our findings obtained, our conclusions derived and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices in the State of Florida. This warranty is in lieu of all other statements or warranties, either expressed or implied.

APPENDIX A
Figures and Maps

Scale: Not To Scale **Date Drawn:** September 20, 2017 **Drawn By:** J. James **Checked By:** W. Lawrence	NOVA 140-A Lurton Street Pensacola, Florida 32505 850.607.7782 ♦ 850.249.6683	**PROJECT LOCATION MAP** PBCMP – Project 2G Parking Lots Gulf Breeze, Santa Rosa County, Florida *NOVA Project Number 8217147*

Soil Map—Escambia County, Florida
(8217141PBCMP – Alternate 2G – Casino Beach Parking Lot)



Map Scale: 1:1,150 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 15 30 60 90

Feet
0 50 100 200 300

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Escambia County, Florida
Survey Area Data: Version 14, Sep 23, 2016

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 10, 2015—Feb 18, 2015

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Escambia County, Florida (FL033)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
44	Corolla-Urban land complex, 0 to 5 percent slopes, rarely flooded	2.8	100.0%
Totals for Area of Interest		**2.8**	**100.0%**

Soil Map—Escambia County, Florida
(8217141 PBCMP – Alternate 2G – Casino Beach Parking Lot)

Map Scale: 1:831 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 10 20 40 60

Feet
0 40 80 160 240

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Escambia County, Florida
Survey Area Data: Version 14, Sep 23, 2016

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 10, 2015—Feb 18, 2015

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Escambia County, Florida (FL033)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
8	Newhan-Corolla complex, rolling, rarely flooded	1.8	100.0%
Totals for Area of Interest		**1.8**	**100.0%**

Soil Map—Escambia County, Florida
(8217141 PBCMP – Alternate 2G – Old Visitor Center Parking Lot)

Map Scale: 1:838 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 10 20 40 60

Feet: 0 40 80 160 240

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Escambia County, Florida
Survey Area Data: Version 14, Sep 23, 2016

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 10, 2015—Feb 18, 2015

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Escambia County, Florida (FL033)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
16	Arents-Urban land complex	0.1	14.2%
44	Corolla-Urban land complex, 0 to 5 percent slopes, rarely flooded	0.6	85.8%
Totals for Area of Interest		**0.7**	**100.0%**

APPENDIX B
Subsurface Data

TOTAL PARKING PROVIDED:
167 SPACES

ADA ACCESSIBLE PARKING:
6 SPACES
(WITH 60" ACCESS AISLE: 5 SPACES
VAN ACCESSIBLE WITH 96" ACCESS AISLE: 1 SPACES)

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
TASK 2G- PARKING RECOMMENDATIONS
VIA DE LUNA DRIVE
PARKING EXHIBIT

LEGEND

A-x = 5-ft Auger Boring

R-x = 10-ft SMS Auger Boring

L-X = LBR Sample Location

Scale: Not To Scale	
Date Drawn: September 20, 2017	
Drawn By: J. James	
Checked By: W. Lawrence	

NOVA
140-A Lurton Street
Pensacola, Florida 32505
850.607.7782 ♦ 850.249.6683

PROPOSED BORING LOCATION PLAN

PBCMP – Alternate 2G – Via De Luna Drive Parking Lot

Pensacola Beach, Escambia County, Florida

NOVA Project Number 8217141

N
W E
S

30 15 0 30
GRAPHIC SCALE IN FEET
FULL SIZE 1" = 30'
HALF SIZE 1" = 60'

PARKING LOT
TOTAL PARKING PROVIDED:
106 SPACES

ADA ACCESSIBLE PARKING:
6 SPACES
(WITH 60" ACCESS AISLE: 4 SPACES
VAN ACCESSIBLE WITH 96" ACCESS AISLE: 2 SPACES)

OPTIONAL SHERIFF/LIFEGUARD PARKING AREA
30 SPACES

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
TASK 2G- PARKING RECOMMENDATIONS
CASINO BEACH
PARKING EXHIBIT

VOLKERT
6501 N. DAVIS HWY., SUITE 53
PENSACOLA, FL. 32504
Telephone (850) 477-7481
6499

LEGEND

A-x = 5-ft Auger Boring

R-x = 10-ft SMS Auger Boring

L-X = LBR Sample Location

Scale: Not To Scale	
Date Drawn: September 20, 2017	
Drawn By: J. James	
Checked By: W. Lawrence	

NOVA

140-A Lurton Street
Pensacola, Florida 32505
850.607.7782 ♦ 850.249.6683

PROPOSED BORING LOCATION PLAN

PBCMP – Alternate 2G – Casino Beach Parking Lot

Pensacola Beach, Escambia County, Florida

NOVA Project Number 8217141

TOTAL PARKING PROVIDED:
16 SPACES

ADA ACCESSIBLE PARKING:
1 SPACE
(WITH 60" ACCESS AISLE: 0 SPACES
VAN ACCESSIBLE WITH 96" ACCESS AISLE: 1 SPACE)

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
TASK 2G- PARKING RECOMMENDATIONS
PENSACOLA BEACH OLD VISITOR CENTER
PARKING EXHIBIT

VOLKERT

LEGEND

A-x = 5-ft Auger Boring

L-X = LBR Sample Location

Scale: Not To Scale	
Date Drawn: September 20, 2017	
Drawn By: J. James	
Checked By: W. Lawrence	

NOVA
140-A Lurton Street
Pensacola, Florida 32505
850.607.7782 ♦ 850.249.6683

PROPOSED BORING LOCATION PLAN
PBCMP – Alternate 2G – Old Visitor Center Parking Lot
Pensacola Beach, Escambia County, Florida
NOVA Project Number 8217141

KEY TO BORING LOGS

SYMBOLS AND ABBREVIATIONS

SYMBOL	DESCRIPTION
N-Value	No. of Blows of a 140-lb. Weight Falling 30 Inches Required to Drive a Standard Spoon 1 Foot
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
	Sample from Auger Cuttings
	Standard Penetration Test Sample
	Thin-wall Shelby Tube Sample (Undisturbed Sampler Used)
% REC	Percent Core Recovery from Rock Core Drilling
RQD	Rock Quality Designation
	Stabilized Groundwater Level
	Seasonal High Groundwater Level (also referred to as the W.S.W.T.)
NE	Not Encountered
GNE	Groundwater Not Encountered
BT	Boring Terminated
-200 (%)	Fines Content or % Passing No. 200 Sieve
MC (%)	Moisture Content
LL	Liquid Limit (Atterberg Limits Test)
PI	Plasticity Index (Atterberg Limits Test)
K	Coefficient of Permeability
Org. Cont.	Organic Content
G.S. Elevation	Ground Surface Elevation

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES
COARSE-GRAINED SOILS More than 50% retained on the No. 200 sieve*	GRAVELS 50% or more of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
			GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
		GRAVELS WITH FINES	GM	Silty gravels and gravel-sand-silt mixtures
			GC	Clayey gravels and gravel-sand-clay mixtures
	SANDS More than 50% of coarse fraction passes No. 4 sieve	CLEAN SANDS 5% or less passing No. 200 sieve	SW**	Well-graded sands and gravelly sands, little or no fines
			SP**	Poorly graded sands and gravelly sands, little or no fines
		SANDS with 12% or more passing No. 200 sieve	SM**	Silty sands, sand-silt mixtures
			SC**	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS 50% or more passes the No. 200 sieve*	SILTS AND CLAYS Liquid limit 50% or less		ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, lean clays
			OL	Organic silts and organic silty clays of low plasticity
	SILTS AND CLAYS Liquid limit greater than 50%		MH	Inorganic silts, micaceous or diamicaceous fine sands or silts, elastic silts
			CH	Inorganic clays or clays of high plasticity, fat clays
			OH	Organic clays of medium to high plasticity
			PT	Peat, muck and other highly organic soils

*Based on the material passing the 3-inch (75 mm) sieve
** Use dual symbol (such as SP-SM and SP-SC) for soils with more than 5% but less than 12% passing the No. 200 sieve

RELATIVE DENSITY
(Sands and Gravels)
Very loose – Less than 4 Blow/Foot
Loose – 4 to 10 Blows/Foot
Medium Dense – 11 to 30 Blows/Foot
Dense – 31 to 50 Blows/Foot
Very Dense – More than 50 Blows/Foot

CONSISTENCY
(Silts and Clays)
Very Soft – Less than 2 Blows/Foot
Soft – 2 to 4 Blows/Foot
Medium Stiff – 5 to 8 Blows/Foot
Stiff – 9 to 15 Blows/Foot
Very Stiff – 16 to 30 Blows/Foot
Hard – More than 30 Blows/Foot

RELATIVE HARDNESS
(Limestone)
Soft – 100 Blows for more than 2 Inches
Hard – 100 Blows for less than 2 Inches

MODIFIERS

These modifiers Provide Our Estimate of the Amount of Minor Constituents (Silt or Clay Size Particles) in the Soil Sample
Trace – 5% or less
With Silt or With Clay – 6% to 11%
Silty or Clayey – 12% to 30%
Very Silty or Very Clayey – 31% to 50%

These Modifiers Provide Our Estimate of the Amount of Organic Components in the Soil Sample
Trace – Less than 3%
Few – 3% to 4%
Some – 5% to 8%
Many – Greater than 8%

These Modifiers Provide Our Estimate of the Amount of Other Components (Shell, Gravel, Etc.) in the Soil Sample
Trace – 5% or less
Few – 6% to 12%
Some – 13% to 30%
Many – 31% to 50%

NOVA

TEST BORING RECORD A-1

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: 2.3 ft. AFTER 24 HOURS: ____ CAVING> 3.5 ft.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		TOPSOIL (Approx. 1-inch)				
		White fine-grained SAND (SP)				
		Off-white/gray fine-grained SAND (SP)				
1						
		White/gray fine-grained SAND (SP)				
2						
3						
		Boring Terminated at 3.5 ft.				
4						
5						
6						
7						

%<#200
BLOW COUNT
NATURAL MOISTURE
PLASTIC LIMIT — LIQUID LIMIT
10 20 30 40 50 70 90

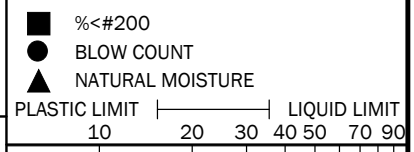
This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-2

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: GNE AFTER 24 HOURS: CAVING> C

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		TOPSOIL (Approx. 1-inch)				
		Light brown fine-grained SAND (SP)				
1		Brown fine-grained SAND with Silt (SP-SM)				
		Light brown fine-grained SAND with rock (SP)				
2		Auger Refusal at 2 ft. Boring Terminated at 2 ft.				
3						
4						
5						
6						
7						



This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-3

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: ▽ 3.5 ft. AFTER 24 HOURS: ▼ _____ CAVING> C 4 ft.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		TOPSOIL (Approx. 3-inch)				
		White/gray fine-grained SAND (SP)				
1						
2						
3				▽		
4		Boring Terminated at 4 ft.		C		
5						
6						
7						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-4

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: ▽ 2.7 ft. AFTER 24 HOURS: ▼ _____ CAVING> C 3.5 ft.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		TOPSOIL (Approx. 1-inch)				
		White/light-brown fine-grained SAND (SP)				
1						
2		Trace rock				
		White fine-grained SAND (SP)		▽		
3						
		Boring Terminated at 3.5 ft.		C		
4						
5						
6						
7						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-5

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: ▽ 2.7 ft. AFTER 24 HOURS: ▼ _____ CAVING> C 4 ft.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0						
		Light brown fine-grained SAND (SP)				
1						
		White fine-grained SAND (SP)				
2						
				▽		
3						
4				C		
		Boring Terminated at 4 ft.				
5						
6						
7						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-6

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: ▽ 3 ft. AFTER 24 HOURS: ▼ _____ CAVING> C 4 ft.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0						
		Light brown fine-grained SAND (SP)				
1						
		Trace rock				
2						
		Dark gray fine-grained SAND (SP)				
3				▽		
		White fine-grained SAND (SP)				
4				C		
		Boring Terminated at 4 ft.				
5						
6						
7						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

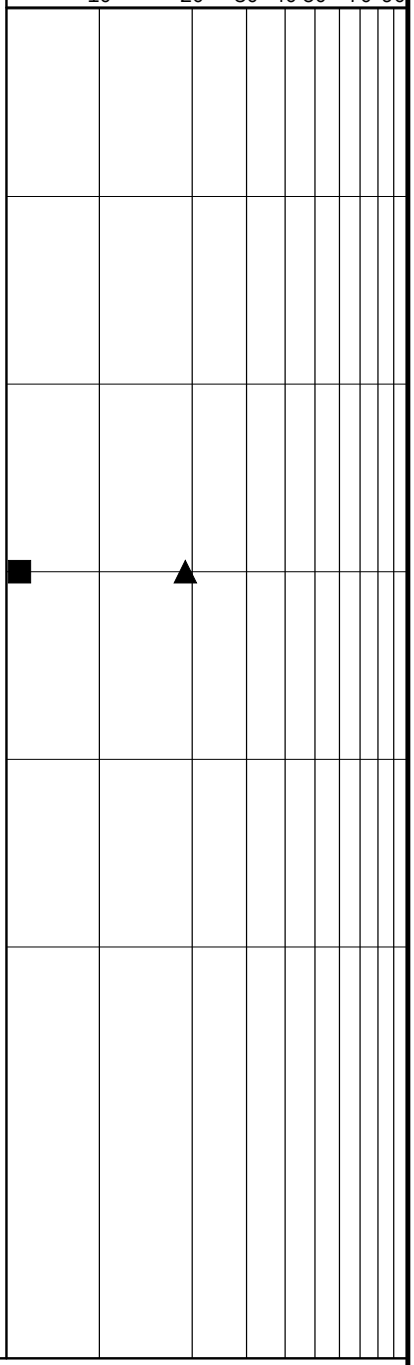
TEST BORING RECORD A-7

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: ▽ 3.3 ft. AFTER 24 HOURS: ▼ _____ CAVING> C _____

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0						
		Light brown fine-grained SAND (SP)				
1						
2		Off-white/gray fine-grained SAND (SP)				
3						
		Gray fine-grained SAND (SP)		▽		
4						
5						
		Boring Terminated at 5 ft.				
6						
7						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE

PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90



This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-8

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: ▽ 3.5 ft. AFTER 24 HOURS: ▼ _____ CAVING> C _____

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0						
		Light brown fine-grained SAND (SP)				
1		Off-white/light brown fine-grained SAND (SP)				
2						
3						
4		White fine-grained SAND (SP)		▽		
5		Boring Terminated at 5 ft.				
6						
7						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-9

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: GNE AFTER 24 HOURS: CAVING> C

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		Brown fine-grained SAND (SP)				
1		Gravel (GP)				
		Auger Refusal at 1 ft. Boring Terminated at 1 ft.				
2						
3						
4						
5						
6						
7						

%<#200
BLOW COUNT
NATURAL MOISTURE
PLASTIC LIMIT — LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-10

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: ▽ GNE AFTER 24 HOURS: ▼ _____ CAVING> C _____

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0						
		Off-white/light brown fine-grained SAND (SP)				
1						
2						
3						
4						
		White fine-grained SAND (SP)				
5						
		Boring Terminated at 5 ft.				
6						
7						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-11

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: ▽ GNE AFTER 24 HOURS: ▼ _____ CAVING> C _____

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		White fine-grained SAND (SP)				
1						
2		Orange-stained				
3		Light brown fine-grained SAND with shells (SP)				
4		White fine-grained SAND (SP)				
5		Boring Terminated at 5 ft.				
6						
7						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-12

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: GNE AFTER 24 HOURS: CAVING> C

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		White fine-grained SAND (SP)				
1						
2						
3						
4						
5		Boring Terminated at 5 ft.				
6						
7						

%<#200
BLOW COUNT
NATURAL MOISTURE
PLASTIC LIMIT — LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-13

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: GNE AFTER 24 HOURS: CAVING> C

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		Off-white/light brown fine-grained SAND (SP)				
1						
2		White fine-grained SAND (SP)				
3						
4						
5		Boring Terminated at 5 ft.				
6						
7						

%<#200
BLOW COUNT
NATURAL MOISTURE
PLASTIC LIMIT — LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-14

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: GNE AFTER 24 HOURS: CAVING> C

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		White fine-grained SAND (SP)				
1						
2						
3						
4		Orange-stained				
		Off-white fine-grained SAND (SP)				
5		Boring Terminated at 5 ft.				
6						
7						

%<#200
BLOW COUNT
NATURAL MOISTURE
PLASTIC LIMIT — LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-15

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: GNE AFTER 24 HOURS: CAVING> C

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		Off-white fine-grained SAND (SP)				
1						
2		White fine-grained SAND (SP)				
3						
4						
5		Boring Terminated at 5 ft.				
6						
7						

%<#200
BLOW COUNT
NATURAL MOISTURE
PLASTIC LIMIT — LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-16

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: GNE AFTER 24 HOURS: CAVING> C

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		Off-white fine-grained SAND (SP)				
1						
2						
3						
4						
		Slight orange stain				
5		Boring Terminated at 5 ft.				
6						
7						

%<#200
BLOW COUNT
NATURAL MOISTURE
PLASTIC LIMIT — LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-17

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: GNE AFTER 24 HOURS: CAVING> C

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		White fine-grained SAND (SP)				
1						
2						
3						
4						
5		Boring Terminated at 5 ft.				
6						
7						

%<#200
BLOW COUNT
NATURAL MOISTURE
PLASTIC LIMIT — LIQUID LIMIT
10 20 30 40 50 70 90

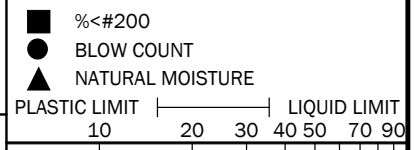
This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-18

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: GNE AFTER 24 HOURS: CAVING> C

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		White fine-grained SAND (SP)				
1						
2						
3						
4						
5		Boring Terminated at 5 ft.				
6						
7						



This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-19

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: GNE AFTER 24 HOURS: CAVING>

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		TOPSOIL (Approx. 6-inches)				
1		Orange-brown fine-grained SAND with Silt and shells (SP-SM)				
2		Gravel (GP)				
		Auger Refusal at 2 ft. Boring Terminated at 2 ft.				
3						
4						
5						
6						
7						

%<#200
BLOW COUNT
NATURAL MOISTURE
PLASTIC LIMIT — LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-20

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: ▽ 3.3 ft. AFTER 24 HOURS: ▼ _____ CAVING> C _____

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		TOPSOIL (Approx. 6-inches)				
1		Off-white fine-grained SAND (SP)				
2		Brown fine-grained SAND (SP)				
3		White/orange-stained fine-grained SAND (SP)		▽		
4						
5		Boring Terminated at 5 ft.				
6						
7						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD R-1

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: ▽ 2.2 ft. AFTER 24 HOURS: ▼ _____ CAVING> C 4 ft.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		TOPSOIL (Approx. 1-inch)				
		White fine-grained SAND (SP)		▽		
1						
2						
3						
4		Boring Terminated at 4 ft.		C		
5						
6						
7						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE

PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

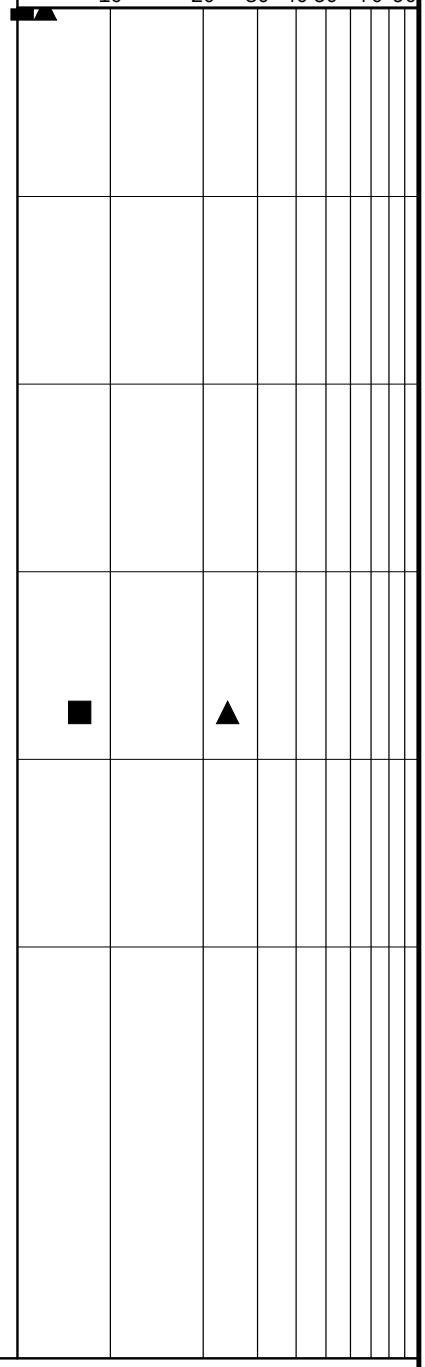
NOVA

TEST BORING RECORD R-2

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: ▽ 4 ft. AFTER 24 HOURS: ▼ _____ CAVING> C 5 ft.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		White fine-grained SAND (SP)				
1						
2						
3						
4		Dark brown fine-grained SAND with Silt (SP-SM)		▽		
		Gray/brown fine-grained SAND (SP)				
5				C		
		Boring Terminated at 5 ft.				
6						
7						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90



This information pertains only to this boring and should not be interpreted as being indicative of the site.

APPENDIX C
Laboratory Data

SUMMARY OF CLASSIFICATION & INDEX TESTING

PBCMP Project 2G Parking Lots
Pensacola Beach, Escambia County, Florida
NOVA Project Number 8217141

SUMMARY OF CLASSIFICATION AND INDEX TESTING						
Boring No.	Sample Depth	Natural Moisture (%)	Percent Fines (- #200)	Hydraulic Conductivity		USCS Soil Classification
				K_{vs} (ft/day)	Unit Weight of Sample (pcf)	
A-5	0-1.5’	4	2	---	---	SP
A-7	3’-5’	20	1	---	---	SP
A-10	0-4’	4	1	---	---	SP
A-19	0.5’-1.5’	9	5	---	---	SP
R-1	1’-4’	7	0	108	95	SP
R-2	0-4’	3	0	81	95	SP
LBR-1	0-1’	3	1	---	---	SP
LBR-2	0-1’	2	0	---	---	SP
LBR-3	0-1’	2	0	---	---	SP

REMOLDED LABORATORY PERMEABILITY TEST DATA SHEET

PROJECT: PBCMP Project 2G Parking Lots **NOVA PROJECT #:** 8217141

DATE: 9/7/2017 **ASSIGNED BY:** JAJ **TESTED BY:** BP

Sample LOCATION / BORING NO.	R-1
Sample NUMBER / DEPTH	0-4'

PERMEABILITY TESTING SUMMARY			
PERMEABILITY (K_V)	→	108	ft/day
Corresponding K_h	→	162	ft/day
DRY DENSITY	→	95	lbs/ft^3
MOISTURE CONTENT	→	7	%
-200 FINES CONTENT	→	0	%

FALLING HEAD PERMEABILITY (ASTM D 5084)

No. of LAYERS:	3	Wt. of MOLD (lbs):	4.51
BLOWS/LAYER:	15	Wt. of MOLD/SOIL (lbs):	7.88

HEIGHT (FT)	TRIAL #1 (SEC)	TRIAL #2 (SEC)	PERMEABILITY
7	0.0		3.77E-02
6	0.8		4.06E-02
5	1.2		3.99E-02
4	1.8		3.16E-02
3	2.5		4.08E-02
2	3.5		
1	5.2		
		3.8E-02	cm/sec

MOISTURE CONTENT (ASTM D 2216)

Pan NUMBER	P
Wt. of WET SOIL & PAN (g)	160.5
Wt. of DRY SOIL & PAN (g)	154.4
Wt. of PAN (g)	65.4
Wt. of Water (g)	6.1
Wt. of Dry Soil (g)	89.0
MOISTURE CONTENT (%)	6.9

-200 SIEVE WASH (ASTM D 1140)

Pan NUMBER	B
Wt. of DRY SOIL & PAN (g)	154.4
Wt. of WASH SOIL & PAN (g)	154.2
Wt. of PAN (g)	65.4
Wt. of Original Dry Sample (g)	89.0
Wt. of -200 Material (g)	0.2
Wt. of Washed Dry Sample (g)	88.8
-200 FINES CONTENT (%)	0.2

NUMBER OF INCHES MOLD WAS SHORT? 0.000 INCHES (ZERO INCHES IS DEFAULT)

PERMEABILITY CONSTANT USED WAS → 0.23 (Includes 3/8"ID tubing)

NOVA

REMOLDED LABORATORY PERMEABILITY TEST DATA SHEET

PROJECT: PBCMP Project 2G Parking Lots **NOVA PROJECT #:** 8217141

DATE: 9/7/2017 **ASSIGNED BY:** JAJ **TESTED BY:** BP

Sample LOCATION / BORING NO.	R-2
Sample NUMBER / DEPTH	0-4'

PERMEABILITY TESTING SUMMARY			
PERMEABILITY (K_V)	→	81	ft/day
Corresponding K_h	→	121	ft/day
DRY DENSITY	→	95	lbs/ft^3
MOISTURE CONTENT	→	3	%
-200 FINES CONTENT	→	0	%

FALLING HEAD PERMEABILITY (ASTM D 5084)

No. of LAYERS:	3	Wt. of MOLD (lbs):	4.51
BLOWS/LAYER:	15	Wt. of MOLD/SOIL (lbs):	7.75

HEIGHT (FT)	TRIAL #1 (SEC)	TRIAL #2 (SEC)	PERMEABILITY
7	0.0		2.87E-02
6	0.9		2.93E-02
5	1.5		2.95E-02
4	2.3		2.41E-02
3	3.3		3.11E-02
2	4.6		
1	6.8		
		2.9E-02	cm/sec

MOISTURE CONTENT (ASTM D 2216)

Pan NUMBER	T
Wt. of WET SOIL & PAN (g)	148.8
Wt. of DRY SOIL & PAN (g)	146.5
Wt. of PAN (g)	65.3
Wt. of Water (g)	2.3
Wt. of Dry Soil (g)	81.2
MOISTURE CONTENT (%)	2.8

-200 SIEVE WASH (ASTM D 1140)

Pan NUMBER	B
Wt. of DRY SOIL & PAN (g)	146.5
Wt. of WASH SOIL & PAN (g)	146.1
Wt. of PAN (g)	65.3
Wt. of Original Dry Sample (g)	81.2
Wt. of -200 Material (g)	0.4
Wt. of Washed Dry Sample (g)	80.8
-200 FINES CONTENT (%)	0.5

NUMBER OF INCHES MOLD WAS SHORT? 0.000 INCHES (ZERO INCHES IS DEFAULT)

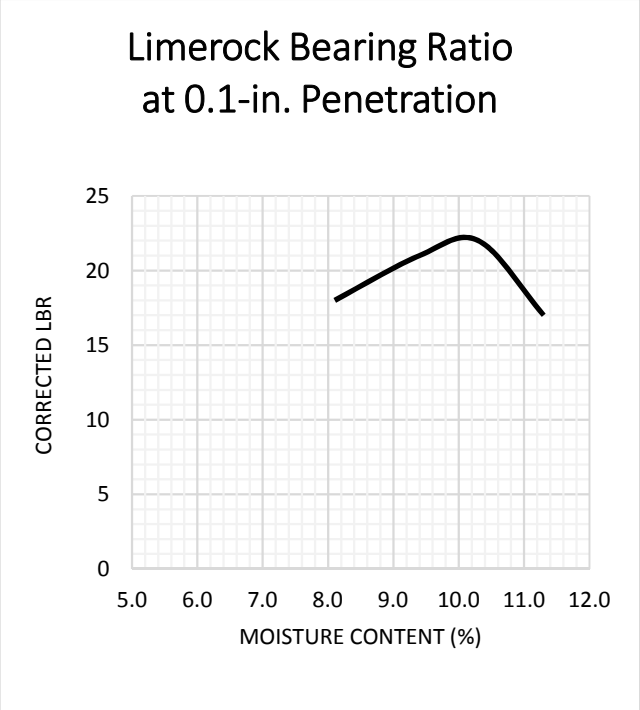
PERMEABILITY CONSTANT USED WAS → 0.23 (Includes 3/8"ID tubing)

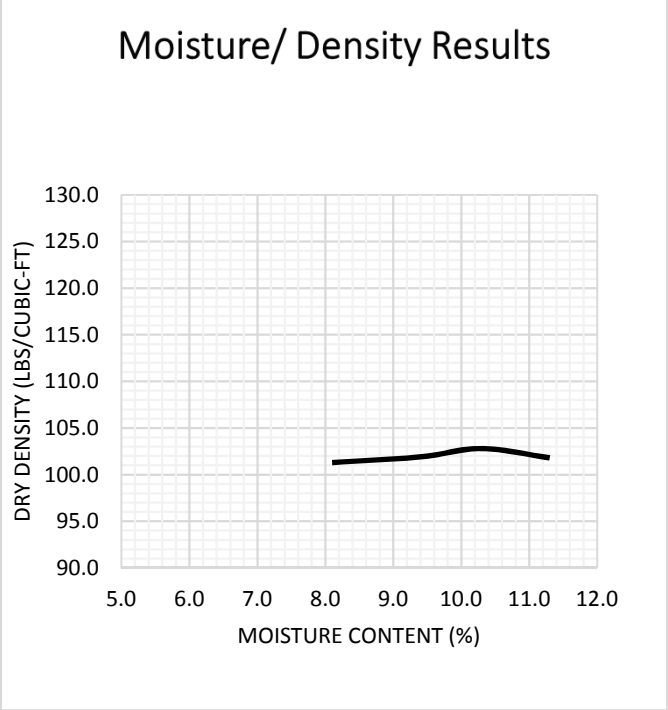
NOVA

Report of Limerock Bearing Ratio

FM 5-515

Project Number	8217141
Project Name	PBCMP Project 2G Parking Lots
Material Description	Light Brown Fine-Grained SAND (SP)
Sample Number	LBR-1
Date Tested	7/12/2017





Mold #	1	2	3	4	
Dry Density (pcf)	101.3	101.9	102.8	101.8	
Moisture Content (%)	8.1	9.4	10.3	11.3	
LBR Value	18	21	22	17	

Percent Passing 3/4" Sieve	100.0%
Percent Passing #4 Sieve	100.0%
Percent Passing #200 Sieve	1.2%
Maximium Density	102.8
Optimium Moisture	10.3%
Estimated LBR	22

Test Remarks:
Compacted using ASTM D1557/T180 (Modified Proctor Method)

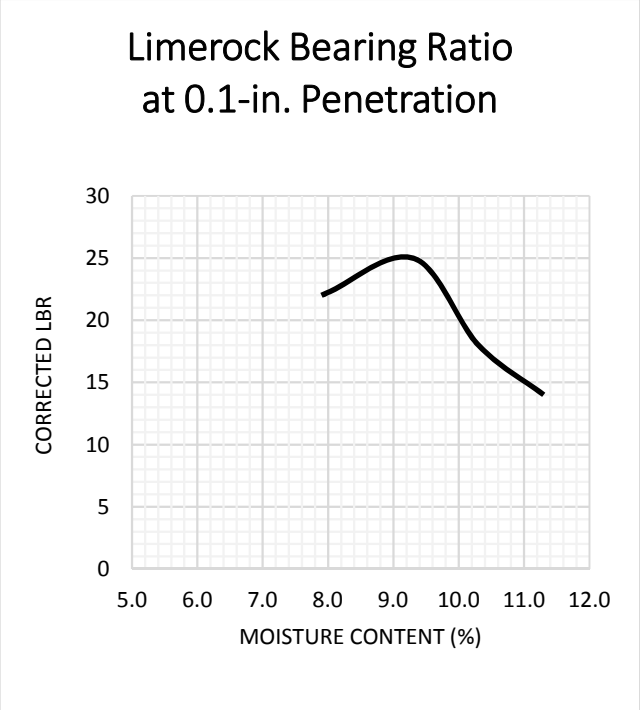
NOVA Technician: J. James

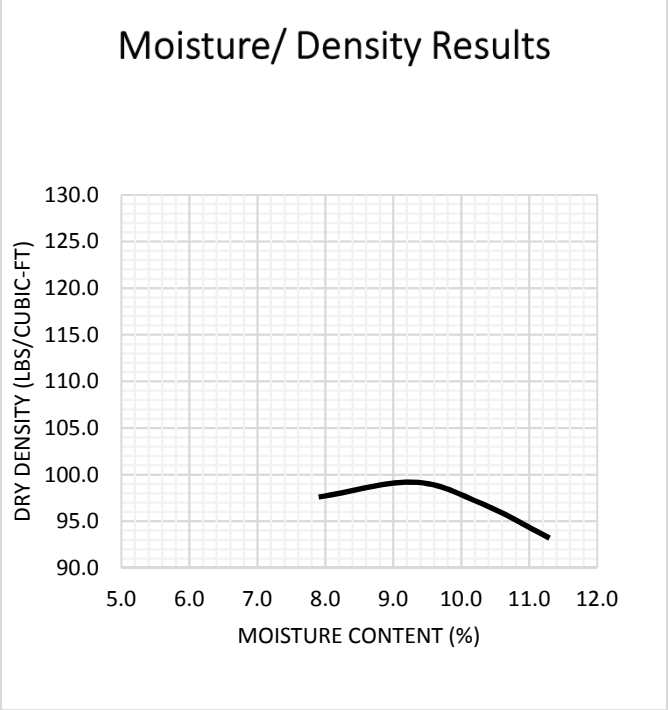
Reviewed By: W. Lawrence

Report of Limerock Bearing Ratio

FM 5-515

Project Number	8217141
Project Name	PBCMP Project 2G Parking Lots
Material Description	White Fine-Grained SAND (SP)
Sample Number	LBR-2
Date Tested	7/12/2017





Mold #	1	2	3	4	
Dry Density (pcf)	97.6	99.2	96.9	93.2	
Moisture Content (%)	7.9	9.3	10.3	11.3	
LBR Value	22	25	18	14	

Percent Passing 3/4" Sieve	100.0%
Percent Passing #4 Sieve	100.0%
Percent Passing #200 Sieve	0.9%
Maximium Density	99.2
Optimium Moisture	9.3%
Estimated LBR	25

Test Remarks:
Compacted using ASTM D1557/T180 (Modified Proctor Method)

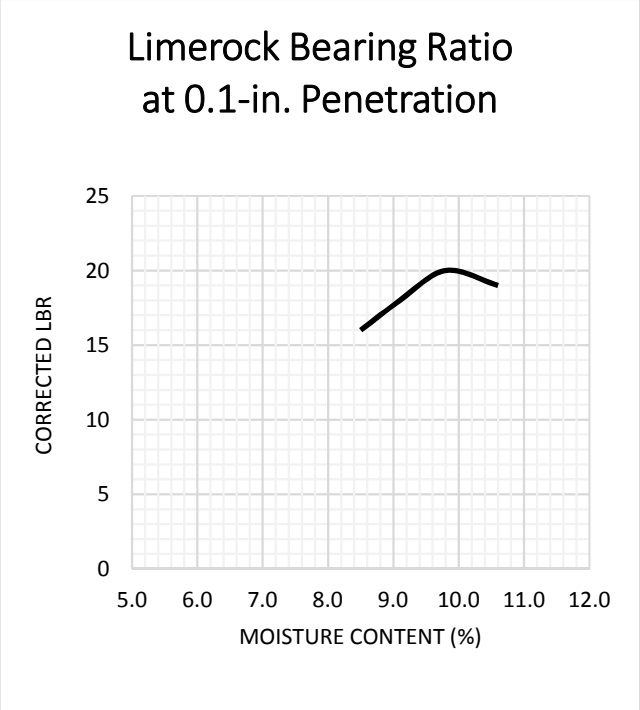
NOVA Technician: J. James

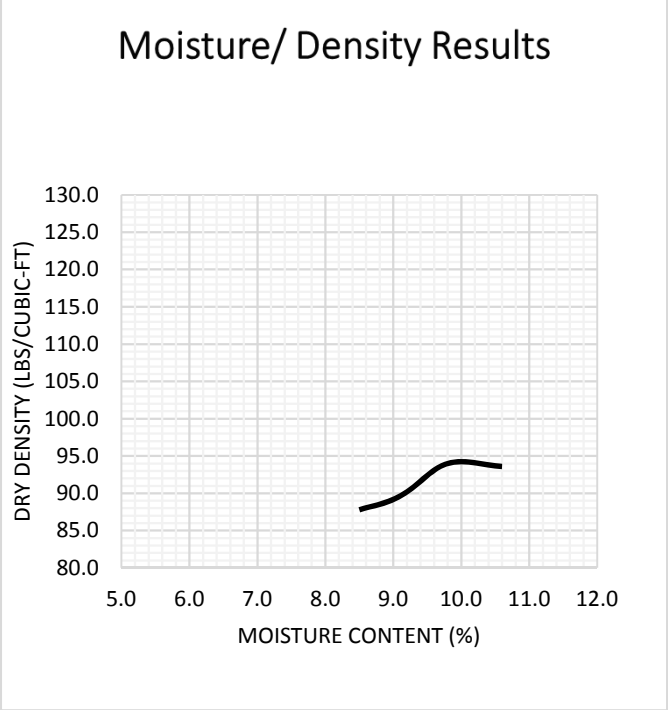
Reviewed By: W. Lawrence

Report of Limerock Bearing Ratio

FM 5-515

Project Number	8217141
Project Name	PBCMP Project 2G Parking Lots
Material Description	Grey Fine-Grained SAND (SP)
Sample Number	LBR-3
Date Tested	7/12/2017





Mold #	1	2	3	4	
Dry Density (pcf)	87.8	89.6	94.0	93.6	
Moisture Content (%)	8.5	9.1	9.8	10.6	
LBR Value	16	18	20	19	

Percent Passing 3/4" Sieve	100.0%
Percent Passing #4 Sieve	100.0%
Percent Passing #200 Sieve	1.5%
Maximium Density	94.0
Optimium Moisture	9.8%
Estimated LBR	20

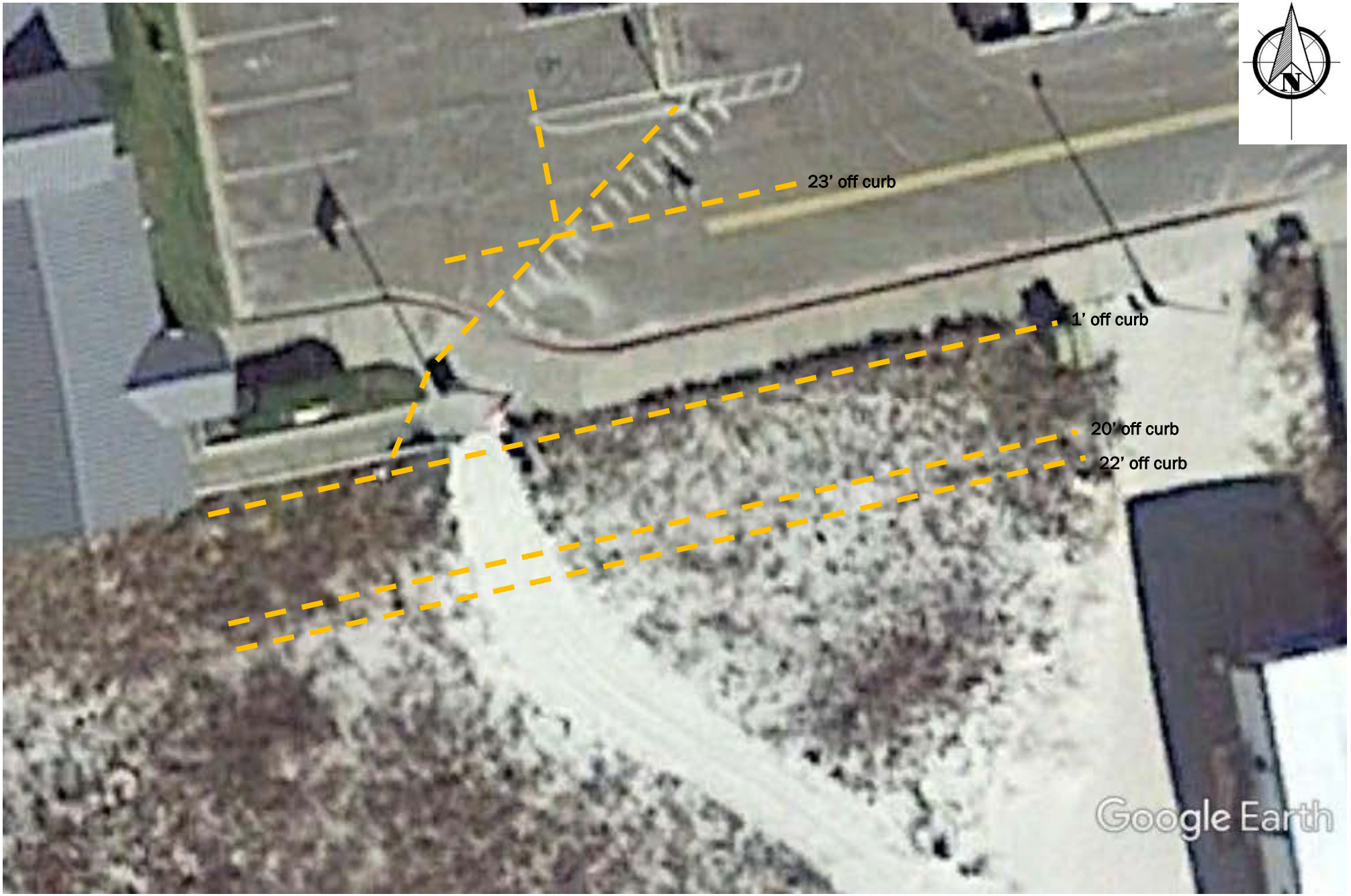
Test Remarks:
Compacted using ASTM D1557/T180 (Modified Proctor Method)

NOVA Technician: J. James

Reviewed By: W. Lawrence

APPENDIX D
Geophysical Exploration

Scale: Not To Scale **Date Drawn:** September 28, 2017 **Drawn By:** J. James **Checked By:** W. Lawrence	NOVA 140-A Lurton Street Pensacola, Florida 32505 850.607.7782 ♦ 850.249.6683	**GPR APPROXIMATE TARGET LOCATION MAP** **PBCMP – Alternate 2G – Via De Luna Drive Parking Lot** Pensacola Beach, Escambia County, Florida *NOVA Project Number 8217141*



Scale: Not To Scale **Date Drawn:** September 28, 2017 **Drawn By:** J. James **Checked By:** W. Lawrence	NOVA 140-A Lurton Street Pensacola, Florida 32505 850.607.7782 ♦ 850.249.6683	**GPR APPROXIMATE TARGET LOCATION MAP** **PBCMP – Alternate 2G – Casino Beach Parking Lot** Pensacola Beach, Escambia County, Florida *NOVA Project Number 8217141*

Scale: Not To Scale **Date Drawn:** September 28, 2017 **Drawn By:** J. James **Checked By:** W. Lawrence	NOVA 140-A Lurton Street Pensacola, Florida 32505 850.607.7782 ♦ 850.249.6683	**GPR APPROXIMATE TARGET LOCATION MAP** **PBCMP – Alternate 2G – Casino Beach Parking Lot** Pensacola Beach, Escambia County, Florida *NOVA Project Number 8217141*

APPENDIX E
Qualifications of Recommendations

QUALIFICATIONS OF RECOMMENDATIONS

The findings, conclusions and recommendations presented in this report represent our professional opinions concerning subsurface conditions at the site. The opinions presented are relative to the dates of our site work and should not be relied on to represent conditions at later dates or at locations not explored. The opinions included herein are based on information provided to us, the data obtained at specific locations during the study, and our previous experience. If additional information becomes available which might impact our geotechnical opinions, it will be necessary for NOVA to review the information, re-assess the potential concerns, and re-evaluate our conclusions and recommendations.

Regardless of the thoroughness of a geotechnical exploration, there is the possibility that conditions between borings may differ from those encountered at specific boring locations, that conditions are not as anticipated by the designers and/or the contractors, or that either natural events or the construction process has altered the subsurface conditions. These variations are an inherent risk associated with subsurface conditions in this region and the approximate methods used to obtain the data. These variations may not be apparent until construction.

The professional opinions presented in this report are not final. Field observations and foundation installation monitoring by the geotechnical engineer, as well as soil density testing and other quality assurance functions associated with site earthwork and foundation construction, are an extension of this report. Therefore, NOVA should be retained by the owner to observe all earthwork and foundation construction to confirm that the conditions anticipated in this study actually exist, and to finalize or amend our conclusions and recommendations. NOVA is not responsible or liable for the conclusions and recommendations presented in this report if NOVA does not perform these observations and testing services.

This report is intended for the sole use of **Volkert, Inc.** only. The scope of work performed during this study was developed for purposes specifically intended by **Volkert, Inc.** only, and may not satisfy other users' requirements. Use of this report or the findings, conclusions or recommendations by others will be at the sole risk of the user. NOVA is not responsible or liable for the interpretation by others of the data in this report, nor their conclusions, recommendations or opinions.

Our professional services have been performed, our findings obtained, our conclusions derived and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices in the State of Florida. This warranty is in lieu of all other statements or warranties, either expressed or implied.

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical- engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply this report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by*: the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold- prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical- engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.

GEOTECHNICAL BUSINESS COUNCIL
of the Geoprofessional Business Association

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

August 1, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.074 Congestion Management Plan Phase II Sheriff's Parking Lot

All:

Your firm recently received an Invitation to Bid on the above-mentioned specification.

This Addendum Number 1 provides a copy of the drawings for the project that are easier to read than the copy submitted with the solicitation. These drawings, however, are not signed and sealed, but Volkert has confirmed that the drawings are equivalent to the signed, sealed version. Please see below for the full set of drawings.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
PUBLIC WORKS DEPARTMENT
TRANSPORTATION & TRAFFIC OPERATIONS DIVISION

INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES/SUMMARY OF QUANTITIES
3	SURVEY
4	EXISTING CONDITIONS/DEMO PLAN
5	PROPOSED CONSTRUCTION PLAN
6	GRADING PLAN
7	DRAINAGE PLAN
8	PROPOSED TURN LANE CONSTRUCTION PLAN
9	RIGHT TURN LANE TYPICAL SECTION
10	RIGHT TURN LANE CROSS SECTIONS
11-17	STANDARD DETAILS
18-23	R-TANK DETAILS
24	PROPOSED LIGHTING PLAN
25	PROPOSED PHOTOMETRIC PLAN
26	PEDESTRIAN CROSSWALK LIGHTING PLAN
27	LIGHTING DETAILS
28	LANDSCAPE PLAN
29	LANDSCAPE DETAILS
30	IRRIGATION PLAN
31	IRRIGATION DETAILS

PLANS PREPARED BY:

VOLKERT
Engineers • Surveyors • Planners
6601 N. DAVIS HWY. SUITE 102
PENSACOLA, FL. 32504
Telephone (850) 477-7485
www.volkert.com

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE LATEST ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

ANY REFERENCE TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, DIVISION 1, GENERAL REQUIREMENTS AND COVENANTS, SHALL BE EXCLUDED AND NOT APPLICAPABLE TO ANY SPECIFICATION REFERED HEREIN OR OTHERWISE LISTED IN THESE PLANS OR RELATED DOCUMENTS OR THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

PLANS PROPOSED FOR

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN-PHASE II

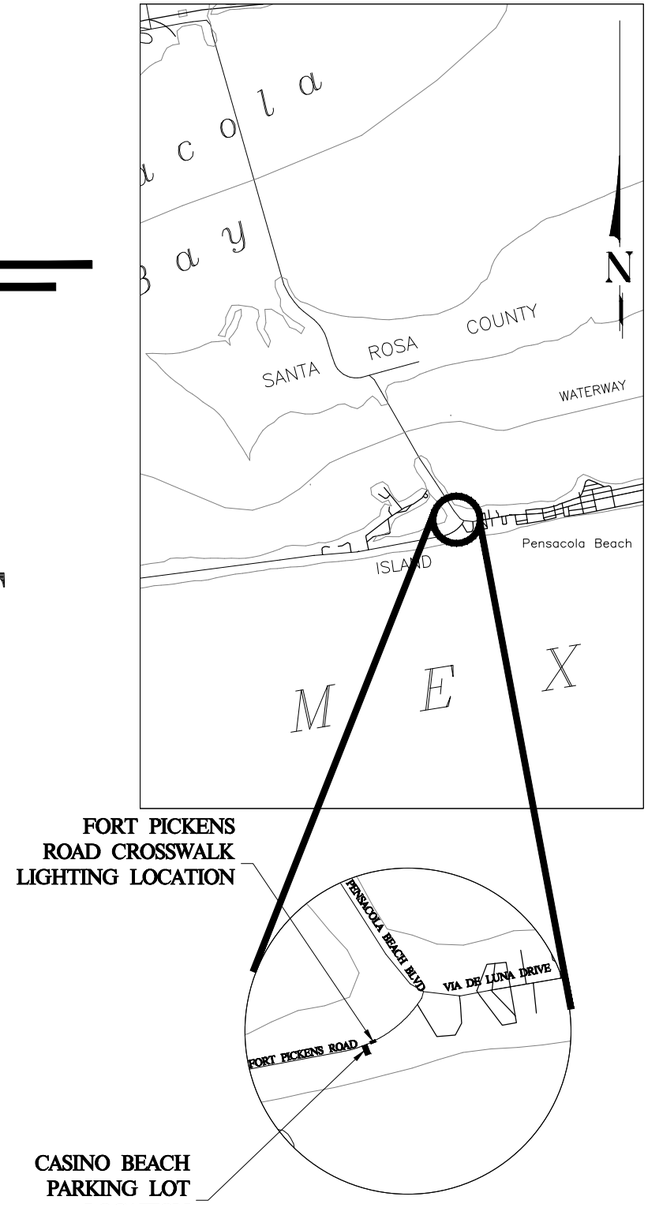
CASINO BEACH PARKING LOT

PD 15-16.007/PO 161017
VOLKERT PROJECT #635501.WR

100% SUBMITTAL
RELEASED FOR CONSTRUCTION
MAY 2018

COMMISSIONERS

DISTRICT ONE	JEFF BERGOSH, CHAIRMAN
DISTRICT TWO	DOUG UNDERHILL
DISTRICT THREE	LUMON MAY, VICE CHAIRMAN
DISTRICT FOUR	GROVER C. ROBINSON IV
DISTRICT FIVE	STEVEN BARRY



VICINITY MAP
NOT TO SCALE

PROJECT MANAGER: DAVID FORTE	
SECTION / TOWNSHIP / RANGE: 28 / 2S / 26	DISTRICT: 4
PROJECT ENGINEER: MIKE WARNKE	REG FLA ENG NO: 64091
SIGNATURE:	DATE:

C:\volkert_pw_workingdir\amy.olaughlin\d0103849\C01_KEY.dwg, May 07, 2018 - 1:52:29PM, amy.olaughlin

GENERAL NOTES:

1. THE CONTRACTORS SHALL NOTIFY THE COUNTY DESIGN ENGINEER OR DESIGNEE 48 HOURS PRIOR TO CONSTRUCTION.

2. ALL CONDITIONS AND STIPULATIONS OF THE CONSTRUCTION PERMITS AND THE APPROVALS ISSUED BY THE ESCAMBIA COUNTY ENGINEER SHALL BE COMPLIED WITHIN EVERY DETAIL.

3. ALL ROADS DAMAGED BY CONSTRUCTION OPERATIONS ARE TO BE PATCHED OR RECONSTRUCTED AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE.

4. THE CONTRACTOR SHALL TAKE STEPS NECESSARY TO PREVENT EROSION AND ANY OFF SITE SEDIMENT TRANSPORT RESULTING FROM INCREASED RUNOFF DURING CONSTRUCTION BY PROVIDING SILT FENCE AND/OR STAKED HAY BALES AS REQUIRED BY FDOT INDEX 102, THE FLORIDA STORMWATER, EROSION, AND SEDIMENT CONTROL INSPECTOR'S MANUAL, 2000 EDITION, OR AS INDICATED ON THE PLANS. ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ASSOCIATED DISTURBED AREAS ARE STABILIZED AS TO REDUCE SEDIMENT RUNOFF, UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR DESIGNEE.

5. ANY NECESSARY PERMITS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. ESCAMBIA COUNTY OR ITS DESIGNEE WILL ASSIST CONTRACTOR WITH REQUIRED PERMITS.

6. THE CONTRACTOR IS CAUTIONED TO VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE PROJECT PRIOR TO BIDDING AND/OR CONSTRUCTION.

7. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PRESERVE OR RELOCATE ALL BENCHMARKS (VERTICAL CONTROL) AS NEEDED DURING CONSTRUCTION. ALL PUBLIC OR PRIVATE CORNER MONUMENTATION SHALL BE PROTECTED. IF A PUBLIC OR PRIVATE CORNER MONUMENTATION IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OR DESIGNEE IMMEDIATELY. ANY ESCAMBIA COUNTY HARN/GPS NETWORK MONUMENTS OR BUREAU OF SURVEY AND MAPPING GPS NETWORK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A HARN/GPS NETWORK MONUMENTS OR BUREAU OF SURVEY AND MAPPING GPS NETWORK MONUMENTS ARE DISTURBED OR DESTROYED THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF THE MONUMENTS AND HAVE THE MONUMENTS POSITION DETERMINED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER USING GUIDELINES AS ESTABLISHED BY NATIONAL GEODETIC SURVEY FOR BLUE BOOKING AND APPROVAL.

8. EXISTING DRAINAGE FEATURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.

9. THE CONTRACTOR SHALL MATCH EXISTING CONDITIONS AT THE BEGINNING AND END OF CONSTRUCTION AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE.

10. ALL ROADWAY CONSTRUCTION SHALL COMPLY WITH THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS, LATEST EDITION.

11. ALL MATERIALS, TESTING AND CONSTRUCTION METHODS SHALL CONFORM TO THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS, LATEST EDITION.

12. ANY REFERENCE TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, DIVISION 1, GENERAL REQUIREMENTS AND COVENANTS, SHALL BE EXCLUDED AND NOT APPLICABLE TO ANY SPECIFICATION REFERRED HEREIN OR OTHERWISE LISTED IN THESE PLANS OR RELATED DOCUMENTS OR THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

13. EXISTING STREET AND ROAD NAME SIGNS ON THE PROJECT SHALL BE KEPT VISIBLE AT ALL TIMES FOR THE FACILITATION OF ACCESS BY EMERGENCY VEHICLES. ALL OTHER EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS SHALL BE TAKEN DOWN AND STOCKPILED WITHIN THE R/W LIMITS BY THE CONTRACTOR AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE. ANY EXISTING SIGNS THAT ARE TO BE RELOCATED AND ARE DAMAGED BEYOND USE BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

14. CONTRACTOR SHALL COMPLY WITH ALL F.D.E.P. AND ARMY CORP. OF ENGINEERS REQUIREMENTS.

15. ONLY ACCESS TO THE ROAD R/W AS SHOWN IS GUARANTEED BY THE COUNTY. PRIVATE R/W REQUIRED BY THE CONTRACTOR TO FACILITATE CONSTRUCTION SHALL BE ACQUIRED BY THE CONTRACTOR WITH NO ADDITIONAL COMPENSATION OR ASSISTANCE FROM THE COUNTY.

16. IN THE EVENT THAT SURVEY MONUMENTATION OR REFERENCE POINTS ARE MISSING OR HAVE BEEN DESTROYED, PLEASE CONTACT:

JOE BARRET
ESCAMBIA COUNTY
3363 WEST PARK PLACE
PENSACOLA, FL 32505
PH: (850)595-3427

WESLEY BUMPERS, P.L.S.
VOLKERT, INC.
3809 MOFFETT ROAD
MOBILE, AL 36618
PH(251)342-1070

17. VEGETATION ON R/W AND EASEMENTS SHALL BE RESTORED TO ORIGINAL CONDITION UNLESS OTHERWISE NOTED ON THE PLAN SHEETS. COST OF SAID RESTORATION SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS.

18. ALL TREES WITHIN LIMITS OF CONSTRUCTION SHALL BE REMOVED UNLESS OTHERWISE NOTED IN PLANS.

19. ALL COMPACTED FILL SHALL BE PLACED IN 4" LIFTS FOR HAND POWERED TAMPERS AND 8" LIFTS FOR HEAVY EQUIPMENT OPERATED TAMPERS.

20. MAINTENANCE OF TRAFFIC AS PER FDOT INDEX 600.

GENERAL NOTES CONT.:

21. THE CONTRACTOR SHALL, AT A MINIMUM, MATCH EXISTING SIGNING AND PAVEMENT MARKINGS. ALL SIGNING AND PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THE LATEST FDOT DESIGN STANDARDS. THE CONTRACTOR SHALL CONTACT THE COUNTY TRAFFIC DEPARTMENT PRIOR TO INSTALLATION OF ANY SIGNING AND PAVEMENT MARKINGS.

22. WHERE UNSUITABLE MATERIAL, AS DEFINED BY THE COUNTY SPECIFICATIONS SECTION 02300, 1.3(I), IS ENCOUNTERED IN THE AREAS PROPOSED FOR PAVING, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE COUNTY ENGINEER OR DESIGNEE PRIOR TO ANY EXCAVATION.

23. PIPE LENGTHS SHOWN IN THE PLANS DO NOT INCLUDE THE LENGTH OF PIPE THAT MUST BE INSTALLED WITH THE MITERED END SECTION. THEREFORE, ALL PIPES LENGTHS ASSOCIATED WITH MITERED END SECTIONS SHALL BE PAID FOR IN THE UNIT COST OF THE MITERED END SECTION.

24. ALL CONTRACTORS, COUNTY REPRESENTATIVES, AND UTILITY COMPANIES ARE RESPONSIBLE FOR THEIR RESPECTIVE SURVEYING AND LAYOUT. ANY SURVEYING MONUMENTATION DISTURBED DURING CONSTRUCTION SHALL BE REPLACED UPON COMPLETION OF THE WORK BY A REGISTERED LAND SURVEYOR IN THE STATE OF FLORIDA.

25. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE EXISTING SITE CONDITIONS, INCLUDING SOIL CONDITIONS PRIOR TO BIDDING ON THE PROJECT. A COPY OF THE GEOTECHNICAL REPORT IS INCLUDED IN THE CONTRACT DOCUMENTS FOR THE CONTRACTORS REFERENCE.

27 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE REQUIRED TESTING TO ENSURE THAT PROPER COMPACTION HAS BEEN ACHIEVED ON THE SUBGRADE, BASE AND ALL OTHER PERTINENT AREAS THAT HAVE BEEN COMPLETED. THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING AND RETESTING AS REQUIRED AND SHALL PROVIDE THE COUNTY WITH COPIES OF CERTIFIED TESTING REPORTS.

28. THE LOCATION OF ALL EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY. IT IS THE CONTRACTORS RESPONSIBILITY PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE ANY REQUIRED ARRANGEMENTS FOR ANY RELOCATIONS OF THESE UTILITIES WITH THE OWNER OF SAID UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING UNDERGROUND UTILITIES, WHETHER SHOWN ON THE PLAN OR LOCATION BY THE UTILITY. ANY UTILITIES THAT INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL TO BROUGHT TO THE ATTENTION OF THE ENGINEER. ANY FEES ASSOCIATED WITH UTILITY RELOCATIONS SHALL BE BORNE IN ACCORDANCE WITH RESPECTIVE UTILITY COMPANY STANDARDS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE RELOCATION OF ANY UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.

29. THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE COUNTY, ENGINEER OF RECORD, UTILITY COMPANIES AND CONTRACTOR PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

30. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A UTILITY PERMIT FROM THE COUNTY ROAD DEPARTMENT PRIOR TO COMMENCING ANY WORK WITHIN THE R/W.

31. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF CONSTRUCTION PLANS AND ALL PERMITS ON THE JOB SITE AT ALL TIMES.

32. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT NO CONSTRUCTION ACTIVITIES TAKE PLACE OUTSIDE OF THE EXISTING R/W OR EASEMENTS SHOWN ON THE PLANS. ANY ON-SITE OR OFFSITE AREAS THAT ARE DISTURBED SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER AS DIRECTED BY THE ENGINEER.

33. THE CONTRACTOR SHALL BE RESPONSIBLE TO SAFETY BARRICADE ALL EXCAVATIONS AND OTHER HAZARDS.

34. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY CONFLICTS BETWEEN THE CONTRACT DOCUMENTS AND EXISTING CONDITIONS. THE DRAWINGS REPRESENT KNOWN STRUCTURES AND UTILITIES LOCATED WITHIN THE PROJECT AREA, THE CONTRACTOR IS CAUTIONED THAT OTHER STRUCTURES AND UTILITIES, ABOVE OR BELOW GROUND, MAY BE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION.

35. ALL MATERIALS AND CONSTRUCTION TO BE IN ACCORDANCE WITH THE COUNTY'S LATEST CONSTRUCTION SPECIFICATIONS. ALL MATERIALS STORAGE AREAS SHALL BE CLEARLY IDENTIFIED AND SECURED BY THE CONTRACTOR. STOCKPILES ON THE ISLAND ARE LIMITED AND REQUIRE PRIOR APPROVAL.

36. ALL NEW CONCRETE FOR THE PROJECT SHALL ACHIEVE A 28 DAY STRENGTH OF 3000 PSI (MIN.), UNLESS OTHERWISE NOTED.

37. ALL TREES IN THE PROJECT AREA ARE TO REMAIN UNDAMAGED UNLESS OTHERWISE NOTED FOR REMOVAL.

38. THE CONTRACTOR IS TO REPLACE TO EXISTING CONDITION OR BETTER ANY FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, FLOWER BEDS, OR OTHER EXISTING IMPROVEMENTS IMPACTED DURING CONSTRUCTION, WHETHER DEPICTED ON THE PLANS OR NOT.

39. ALL EXISTING MAILBOXES INTERFERING WITH NEW CONSTRUCTION SHALL BE RELOCATED OR REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH POSTAL REQUIREMENTS AND IN ACCORDANCE WITH ESCAMBIA COUNTY TECHNICAL SPECIFICATION, FDOT DESIGN STANDARDS AND UNITED POSTAL REQUIREMENTS. ALL EXISTING BRICK MAILBOXES WITHIN LIMITS OF CONSTRUCTION OR COUNTY RIGHT OF WAY SHALL BE REMOVED AND PLACED ON THE PROPERTY LINE OF THE OWNER. CONTRACTOR SHALL REPLACE EXISTING BRICK MAILBOX WITH APPROVED PLASTIC BREAK AWAY MAILBOX.

GENERAL NOTES CONT.:

40. DAMAGE TO ANY EXISTING ROADS DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR PRIOR TO FINAL "AS-BUILT" SIGN-OFF FROM THE COUNTY AT NO ADDITIONAL COST TO THE COUNTY.

41. SHOP DRAWINGS OF ALL MATERIALS BEING USED SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO ORDER, SHIPMENT, OR INSTALLATION.

42. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW "AS-BUILT" CONDITIONS OR ALL WORK. RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER PRIOR TO REQUESTING A FINAL INSPECTION.

43. THE CONTRACTOR SHALL SCHEDULE WITH THE COUNTY A FINAL INSPECTION UPON COMPLETION OF ALL WORK AND ANY INTERMEDIATE INSPECTIONS AT 850-595-3472. AS-BUILT CERTIFICATION IS REQUIRED PRIOR TO REQUEST FOR FINAL INSPECTION.

44. ALL ASPECTS OF STORMWATER/DRAINAGE AND/OR TRANSPORTATION COMPONENTS SHALL BE COMPLETED PRIOR TO REQUESTING A FINAL INSPECTION.

45. NO DEVIATIONS OR REVISION FROM THE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM BOTH THE ENGINEER OF RECORD AND ESCAMBIA COUNTY. ANY DEVIATION MAY RESULT IN DELAYS IN THE COUNTY'S ACCEPTANCE OF IMPROVEMENTS.

46. IF ARCHAELOGICAL MATERIAL/PREHISTORIC ARTIFACTS SUCH AS POTTERY OR CERAMICS, STONE TOOLS OR METAL IMPLEMENTS, OR ANY OTHER PHYSICAL REMAINS THAT COULD BE ASSOCIATED WITH NATIVE AMERICAN CULTURES, OR EARLY COLONIAL OR AMERICAN SETTLEMENT ARE ENCOUNTERED AT ANY TIME, THE PROJECT SHOULD CEASE ALL ACTIVITIES INVOLVING SUBSURFACE DISTURBANCE IN THE IMMEDIATE VICINITY OF SUCH DISCOVERIES. THE APPLICANT/RECIPIENT, OR OTHER DESIGNEE, SHOULD CONTACT THE FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES, THE STATE HISTORIC PRESERVATION OFFICER (SHPO) AND THE DSH/FEMA REGION IV ENVIRONMENTAL OFFICER AND FDEM STATE ENVIRONMENTAL LIAISON OFFICER FOR FURTHER GUIDANCE. PROJECT ACTIVITIES SHOULD NOT RESUME WITHOUT VERBAL AND/OR WRITTEN AUTHORIZATION FROM THE THE DIVISION OF HISTORICAL RESOURCES.

47. IN THE EVENT THAT UNMARKED HUMAN REMAINS ARE ENCOUNTERED DURING PERMITTING ACTIVITIES, ALL WORK MUST STOP IMMEDIATELY AND THE PROPER AUTHORITIES NOTIFIED IN ACCORDANCE WITH SECTION 872.05, FLORIDA STATUTE.

48. ALL CONSTRUCTION SHALL MEET ALL REQUIREMENTS CONCERNING ADA STANDARDS, LATEST EDITION OF DESIGN STANDARDS AND PUBLIC RIGHTS-OF-WAYS ACCESSIBILITY GUIDELINES (PROWAG).

49. ALL MATERIALS BROUGHT ONTO PENSACOLA BEACH MUST MEET THE BARRIER ISLAND SAND PROVISIONS OF THE LAND DEVELOPMENT CODE AND DESIGN MANUAL.

UTILITY NOTES:

1. THE LOCATION SHOWN FOR EXISTING UNDERGROUND UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK IN EACH AREA. THE CONTRACTOR AGREES TO BE COMPLETELY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UTILITIES.

2. UTILITY OWNERS SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION SO THAT THE UTILITY OWNER CAN SPOT VERIFY AND/OR EXPOSE THEIR UTILITIES. KNOWN UTILITIES OWNERS INCLUDE:

SEWER/WATER - EMERALD COAST UTILITY AUTHORITY
MR. BRANDON KNIGHT
P.O. BOX 15311
PENSACOLA, FL. 32514 PH: (850) 698-4609

NATURAL GAS - ENERGY SERVICES OF PENSACOLA
MR. CLINT SHEVAT
1625 ATWOOD DRIVE
PENSACOLA, FL. 32514 PH: (850) 791-5285

TELEPHONE - AT&T FLORIDA
MR. BARRY POWELL
605 WEST GARDEN STREET
PENSACOLA, FL. 32501 PH: (850) 436-1483

TRAFFIC DEPARTMENT - ESCAMBIA COUNTY PUBLIC WORKS
MS. JOHNNY PETTIGREW
3363 WEST PARK PLACE
PENSACOLA, FL. 32505 PH:(850) 595-3404

ELECTRIC - GULF POWER
MR. CHAD SWAILS
5120 DOGWOOD DRIVE
MILTON, FL. 32570 PH: (850) 549-1031

CABLE - COX CABLE
MR. TROY YOUNG
2421 EXECUTIVE PLAZA
PENSACOLA, FL. 32504
PH: (850)232-5044

SUNSHINE STATE ONE-CALL
7200 LAKE ELLENOR DRIVE, SUITE 200
ORLANDO, FL. 32809 PH: (800) 432-4770

3. AT&T FLORIDA WILL COMPLETE ALL WORK DURING THE HOURS OF 7:30 AM - 4:30 PM, MONDAY THRU FRIDAY. NO NIGHT OR WEEKEND WORK.

4. ALL CABLE DAMAGE MUST BE REPORTED TO THE ATT FLORIDA REPAIR SERVICE DEPARTMENT AT 611 FROM A LAND LINE OR 877-737-2478 IF USING A CELL PHONE.

5. CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES AND UNDERGROUND UTILITIES.

6. UTILITIES TO REMAIN AND BE PROTECTED DURING CONSTRUCTION. NECESSARY REPAIRS SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS AND SHALL BE TO THE SATISFACTION OF UTILITY OWNERS.

7. ADEQUATE PROVISIONS SHALL BE MADE FOR THE FLOW OF SEWERS, DRAINS, WATER COURSES AND OTHER UTILITIES ENCOUNTERED DURING CONSTRUCTION.

8. THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND OTHER IMPROVEMENTS SHOWN AND NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR REPAIRS OF UTILITIES AND OTHER IMPROVEMENTS(SHOWN AND UN-SHOWN) DAMAGED DURING CONSTRUCTION AND SHALL MAINTAIN SUFFICIENT PROTECTION FOR ALL UTILITIES TO REMAIN. THE CONTRACTOR SHALL SUPPORT ALL EXISTING UTILITIES AS REQUIRED FOR THE INSTALLATION OF THE PROPOSED IMPROVEMENTS. ALL COSTS ASSOCIATED WITH PROTECTING, SUPPORTING, REPAIRING, AND OTHER ACTIVITIES RESULTING FROM CONTRACTOR DAMAGE TO THE UTILITIES OR PROTECTION OF THE UTILITIES SHALL BE THE CONTRACTORS RESPONSIBILITY AT NO ADDITIONAL COST TO THE COUNTY.

ENGINEERS ESTIMATED QUANTITIES, CASINO BEACH PARKING AREA

Item	DESCRIPTION	UNIT	BID QUANITY
1	Performance Bond	LS	1
2	Mobilization	LS	1
3	Clearing and Grubbing, per County Specifications 2230	AC	1
4	Remove Shrubs	EA	12
5	Remove Palm Trees	EA	15
6	Earthwork Excavate, Haul, and Install, On-site/Off-site	CY	1800
7	Earthwork Establishing Grade, County Specs 2300	SY	3674
8	Remove and Replace Unsuitable Materials	CY	100
9	Final grading and seal rolling prior to paving	SY	3674
10	1" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface	SY	239
11	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface	SY	3273
12	2" County Spec 2500 Type SP 12.5 Asphalt	SY	239
13	Remove Existing Asphalt, 2" Average Depth	SY	38
14	12" Stabilized Subgrade, County Spec 2300	SY	3674
15	6" Bahamian base	SY	3405
16	8" Bahamian base	SY	270
17	6" Pipe Bollards, Per County Detail	EA	2
18	Thermoplastic 6" Solid Stripe, White or Yellow	LF	1479
19	Thermoplastic 6" Double Solid Stripe, White or Yellow	LF	25
20	Thermoplastic Stop Bar	LF	24
21	Thermoplastic Directional Arrow, Single Head (Turn Left/ Right) 16sf	EA	2
22	Thermoplastic Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	EA	1
23	Thermoplastic High Intensity Pedestrian Crosswalk	LF	25
24	Thermoplastic Handicap Parking Space with Symbol	EA	4
25	Thermoplastic "LEO ONLY" Pavement Message	EA	2
26	Stop Sign, R1-1	EA	2
27	Authorized Vehicles Only Sign	EA	4
28	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	EA	1
29	MOT	LS	1
30	FDOT Type F Curb And Gutter	LF	194
31	Concrete Bumper Guards	EA	83
32	Header Curb, Per County Detail	LF	1471
33	1' Ribbon Curb, Per County Detail	LF	82
34	5' Fiber Reinforced Concrete Sidewalk	LF	170
35	Construct Curb Ramp (Approved Mat, Color included)	EA	4
36	Saw cut Existing Concrete	LF	33
37	Remove Existing Concrete, 6" thick	SY	65
38	Remove Curb	LF	350
39	Remove Ex. 1' Wide Block Wall	LF	85
40	Misc. Concrete	CY	5
41	Street Print (Offset Brick, Terracotta or Brick color)	SY	805
42	Ditch Bottom Inlet, Type F	EA	3
43	Storm Manhole	EA	2
44	Remove Ditch Bottom Inlet (including top and bottom)	EA	2
45	Tie to Existing Inlets, Pipe, Manhole, R-Tank System	EA	6
46	18" RCP Pipe	LF	150
47	24" RCP Pipe	LF	2
48	R-Tank Stormwater System	LS	1
49	R- Tank Stormwater System Installation	LS	1
50	Silt Fence Type IV	LF	1200
51	Construct Stabilized Gravel Construction Entrance	EA	1
52	NPDES NOI and NOT Permit, including SWPPP and monitoring (for use only with disturbed areas over 1.0 Acre)	EA	1
53	Wood Split Rail Fence	LF	910
54	Split Rail Fence Gate	EA	1
55	Remove Existing Chain Link Fence	LF	390
56	Jobsite Board for posting project information, permits, etc.	EA	1
57	Lighting	LS	1
58	Landscaping & irrigation	LS	1

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

GENERAL NOTES/SUMMARY OF QUANTITIES

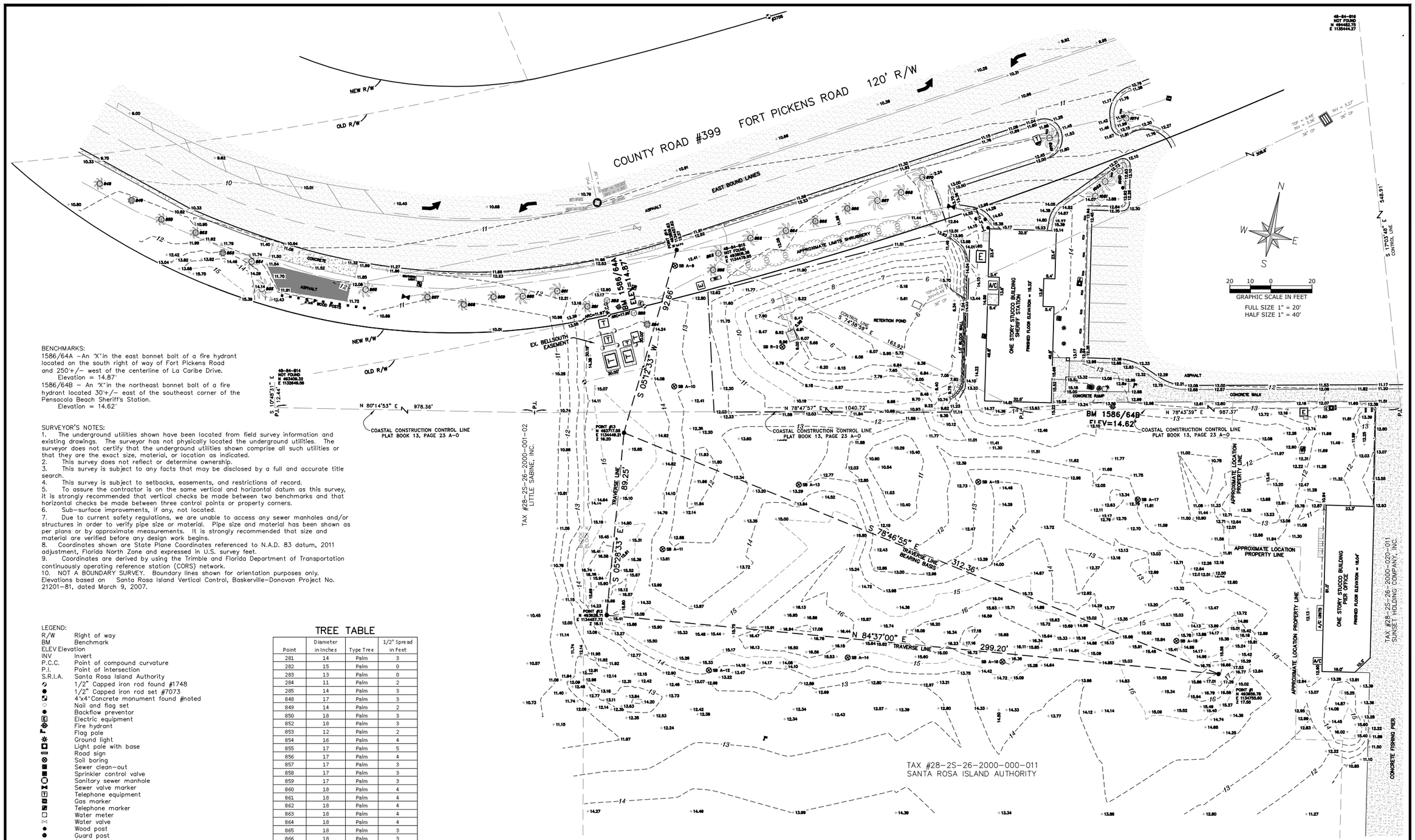
VOLKERT
Engineers * Surveyors * Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-8935

REG. FL. ENG. NO. 64091 DATE:
SIGNATURE:

DRAWN BY: AMY O'LAUGHLIN
DESIGNED BY: MIKE WARNKE
CHECKED BY:
DISTRICT:
DATE: MARCH 2018
QA/QC BY: DAVID DUKE
SECTION TOWNSHIP RANGE
FIELD BOOK 774/25

NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 2 OF 31



BENCHMARKS:
1586/64A – An "X" in the east bonnet bolt of a fire hydrant located on the south right of way of Fort Pickens Road and 250'+/– west of the centerline of La Caribe Drive.
Elevation = 14.87'
1586/64B – An "X" in the northeast bonnet bolt of a fire hydrant located 30'+/– east of the southeast corner of the Pensacola Beach Sheriff's Station.
Elevation = 14.62'

SURVEYOR'S NOTES:
1. The underground utilities shown have been located from field survey information and existing drawings. The surveyor has not physically located the underground utilities. The surveyor does not certify that the underground utilities shown comprise all such utilities or that they are the exact size, material, or location as indicated.
2. This survey does not reflect or determine ownership.
3. This survey is subject to any facts that may be disclosed by a full and accurate title search.
4. This survey is subject to setbacks, easements, and restrictions of record.
5. To assure the contractor is on the same vertical and horizontal datum as this survey, it is strongly recommended that vertical checks be made between two benchmarks and that horizontal checks be made between three control points or property corners.
6. Sub-surface improvements, if any, not located.
7. Due to current safety regulations, we are unable to access any sewer manholes and/or structures in order to verify pipe size or material. Pipe size and material has been shown as per plans or by approximate measurements. It is strongly recommended that size and material are verified before any design work begins.
8. Coordinates shown are State Plane Coordinates referenced to N.A.D. 83 datum, 2011 adjustment, Florida North Zone and expressed in U.S. survey feet.
9. Coordinates are derived by using the Trimble and Florida Department of Transportation continuously operating reference station (CORS) network.
10. NOT A BOUNDARY SURVEY. Boundary lines shown for orientation purposes only. Elevations based on Santa Rosa Island Vertical Control, Baskerville–Donovan Project No. 21201–81, dated March 9, 2007.

LEGEND:

R/W	Right of way
BM	Benchmark
ELEV	Elevation
INV	Invert
P.C.C.	Point of compound curvature
P.I.	Point of intersection
S.R.I.A.	Santa Rosa Island Authority
◊	1/2" Capped iron rod found #1748
●	1/2" Capped iron rod set #7073
■	4"x4" Concrete monument found #noted
○	Nail and flag set
●	Backflow preventor
E	Electric equipment
	Fire hydrant
	Flag pole
	Ground light
	Light pole with base
	Road sign
⊗	Soil boring
	Sewer clean–out
	Sprinkler control valve
	Sanitary sewer manhole
	Sewer valve marker
T	Telephone equipment
	Gas marker
	Telephone marker
	Water meter
	Water valve
	Wood post
	Guard post
+12.03	Spot elevation
–12–	Contour line
G	Gas line
S	Sanitary sewer line
UE	Underground electric line
W	Waterline
FM	Force main
	Chain link fence
	Palm tree

TREE TABLE

Point	Diameter in Inches	Type Tree	1/2" Spread in Feet
281	14	Palm	3
282	15	Palm	0
283	13	Palm	0
284	11	Palm	2
285	14	Palm	3
848	17	Palm	3
849	14	Palm	2
850	18	Palm	3
852	18	Palm	3
853	12	Palm	2
854	16	Palm	4
855	17	Palm	5
856	17	Palm	4
857	17	Palm	3
858	17	Palm	3
859	17	Palm	3
860	18	Palm	4
861	18	Palm	4
862	18	Palm	4
863	18	Palm	4
864	18	Palm	4
865	18	Palm	3
866	18	Palm	3
867	22	Palm	5
868	16	Palm	4
870	13	Palm	5
1050	9	Palm	6
1051	11	Palm	5
1052	10	Palm	5
1074	10	Palm	4
1078	14	Palm	5

Source of information: PUBLIC RECORDS; RECORDED PLAT: 1ST ADDITION VILLA SABINE (P.B. 5, PAGE 75); SURVEYS BY THIS FIRM; FDOT MAP SECTION 4823–102; S.R.I.A. VERTICAL CONTROL, BASKERVILLE DONOVAN PROJECT #21201*–81, MARCH 9, 2007

Measurements made in accordance with United States Standards.

Bearing Reference: NORTH BASED ON TRAVERSE LINE AS S 78°46'55" E PER GPS OBSERVATION
Ordered By: MR. MIKE WARNKE Elevation Reference: NAVD 88
Encroachments: N.A.

A TOPOGRAPHIC SURVEY, LOCATION OF IMPROVEMENTS AND TREE LOCATION OF OF A PORTION OF BLOCK K, FIRST ADDITION TO VILLA SABINE, PLAT BOOK 5, PAGES 78 & 75A

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL. 32503
Phone: (850) 434-6666 Fax: (850) 434-6661
Email: pgasurvey@bellsouth.net

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J–17.050, 5J–17.051 and 5J–17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze ☐ PSM #5605
Walter J. Glaze ■ PSM #6190

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGN BY SURVEYOR

SHEET 1 OF 1
LB No. 7073

File No. C-7764
Job No. 37469-17-B
Job No. 37624-17
Scale 1" = 20'
Date of Survey 9-28-2017
Date of Plat 9-29-2017
Date of Revision 12-5-2017
FB 1586 PG 61–65, 73
Drawn by PMJ
Checked By WJG

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

DEMOLITION/EROSION CONTROL PLAN

EXISTING 13" PALM TREE TO BE RELOCATED SEE LANDSCAPING PLAN

REMOVE ALL SHRUBS

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

EXISTING PALM TREES TO BE REMOVED

EXISTING PALMS TO BE RELOCATED SEE LANDSCAPING PLAN

EXISTING INLET
TOP EL = 9.48
INV EL (E) = 3.27
INV EL (W) = 3.36

EXISTING 36" RCP

SAWCUT AND REMOVE EXISTING CURB AND GUTTER AND CONCRETE DRIVEWAY

EXISTING 14" PALM TREE TO BE REMAIN SEE LANDSCAPING PLAN

EXISTING 11" PALM TREE TO BE RELOCATED SEE LANDSCAPING PLAN

SAWCUT AND REMOVE 70 LF EXISTING CURB AND GUTTER

EXISTING 1' BLOCK WALL TO BE REMOVED

SAWCUT AND REMOVE EXISTING CONCRETE SIDEWALK AND CURB AND GUTTER

EXISTING PALM TREES TO BE REMOVED

EXISTING 24" RCP TO REMAIN

EXISTING RETENTION POND TO BE RELOCATED

EXISTING CONCRETE STRUCTURE TO BE REMOVED AND REPLACED WITH JUNCTION BOX.
TOP EL = 6.22
INV EL = 0.49

ONE STORY STUCCO BUILDING SHERIFF STATION
FINISHED FLOOR ELEVATION = 15.35

CONCRETE RAMP

BM 1586/64B
ELEV=14.62'

COASTAL CONSTRUCTION CONTROL LINE PLAT BOOK 13, PAGE 23 A-C

EXISTING CONCRETE SIDEWALK AND CURB AND GUTTER TO BE REMOVED

EXISTING ASPHALT TO BE REMOVED

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

EXISTING SANITARY VALVE TO REMAIN UNDISTURBED

EX. BELLSOUTH EASEMENT

EXISTING 12" CPP CONTRACTOR TO INTERCEPT AND TIE INTO PROPOSED R-TANK SYSTEM

390 LF EXISTING FENCE TO BE REMOVED

SAWCUT AND REMOVE EXISTING CURB AND GUTTER AND CONCRETE DRIVEWAY

EXISTING OVERFLOW STRUCTURE TO BE REPLACED WITH JUNCTION BOX

EXISTING UTILITIES TO REMAIN UNDISTURBED

EXISTING SOUTHERN LIGHT HAND HOLE TO BE BROUGHT TO GRADE
CONTRACTOR TO CONFIRM EXISTING HAND HOLE IS TRAFFIC RATED
IF NOT, HAND HOLE TO BE REPLACED

INSTALL SILT FENCE PRIOR TO CONSTRUCTION ACTIVITIES

AT&T DIRECT BURIED COPPER CABLE FEEDING PIER SHOP PLACED APPROXIMATELY 24" DOC TO REMAIN

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

EXISTING VEGETATION TO REMAIN UNDISTURBED

48-84-814 NOT FOUND N 4934409.32 E 1132649.56

POINT #13 N 4934717.55 E 1134449.21 Z 16.20

POINT #12 N 4933628.71 E 1134457.72 Z 16.11

N 80°14'53" E 978.36'

N 78°43'39" E 987.37'

S 74°38'39" E 1049.72'

N 15°45'21" W 12.44'

N 30°E

20 10 0 20
GRAPHIC SCALE IN FEET
FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:

R/W	Right of way
BM	Benchmark
ELEVElevation	
INV	Invert
P.C.C.	Point of compound curvature
P.I.	Point of intersection
S.R.I.A.	Santa Rosa Island Authority
	1/2" Capped iron rod found #1748
	1/2" Capped iron rod set #7073
	4"x4"Concrete monument found #noted
	Nail and flag set
	Backflow preventor
	Electric equipment
	Fire hydrant
	Flag pole
	Ground light
	Light pole with base
	Road sign
	Soil boring
	Sewer clean-out
	Sprinkler control valve
	Sanitary sewer manhole
	Sewer valve marker
	Telephone equipment
	Gas marker
	Telephone marker
	Water meter
	Water valve
	Wood post
	Guard post
G	Gas line
SS	Sanitary sewer line
UE	Underground electric line
W	Waterline
FM	Force main
	Palm tree
	- CAPPED REBAR FOUND
	- SHRUB
	- TREE
HDPE	- HIGH DENSITY POLYETHYLENE PIPE
PB	- PLAT BOOK
RCP	- REINFORCED CONCRETE PIPE
PVC	- POLYVINAL CHLORIDE
INV	- INVERT OF STRUCTURE
TE	- THROAT ELEVATION
RE	- RIM ELEVATION
INV	- INVERT OF STRUCTURE
IE	- INVERT ELEVATION OF PIPE
	PROPOSED DEMOLITION
	RIGHT TURN LANE ASHALT
	PROPOSED ASPHALT
	EXISTING ASPHALT
	PROPOSED STAMPED ASPHALT
	PROPOSED CONCRETE
10	EXISTING CONTOUR
10	PROPOSED CONTOUR
	SPLIT RAIL FENCE
SF SF	SILT FENCE
	FLOW ARROW
XX.XX	PROPOSED SPOT ELEVATION
EX. XX.XX	EXISTING SPOT ELEVATION

TREE TABLE

Point	Diameter in Inches	Type Tree	1/2" Spread in Feet
281	14	Palm	3
282	15	Palm	0
283	13	Palm	0
284	11	Palm	2
285	14	Palm	3
848	17	Palm	3
849	14	Palm	2
850	18	Palm	3
852	18	Palm	3
853	12	Palm	2
854	16	Palm	4
855	17	Palm	5
856	17	Palm	4
857	17	Palm	3
858	17	Palm	3
859	17	Palm	3
860	18	Palm	4
861	18	Palm	4
862	18	Palm	4
863	18	Palm	4
864	18	Palm	4
865	18	Palm	3
866	18	Palm	3
867	22	Palm	5
868	16	Palm	4
870	13	Palm	5
1050	9	Palm	6
1051	11	Palm	5
1052	10	Palm	5
1074	10	Palm	4
1078	14	Palm	5

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PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 4 OF 31

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

PROPOSED CONSTRUCTION PLAN

INSTALL BUMPER BLOCKS
INSTALL AUTHORIZED VEHICLES ONLY SIGN
CONSTRUCT SPLIT RAIL FENCE
INSTALL STOP SIGN
INSTALL SILT FENCE PRIOR TO CONSTRUCTION
CONSTRUCT 24" WHITE THERMOPLASTIC STOP BAR
CONSTRUCT THERMOPLASTIC TRAFFIC ARROW SEE SHEET 15 FOR DETAIL
CONSTRUCT DOUBLE YELLOW 6" THERMOPLASTIC LINES SEE SHEET 15 FOR DETAIL
CONSTRUCT 3' CURB TRANSITION
MATCH EXISTING PAVEMENT
CONSTRUCT 3' CURB TRANSITION
SEE SHEETS 8-10, 13, 15-17 FOR RIGHT TURN LANE DETAILS
PROPOSED R-TANK UNDERGROUND STORM WATER SYSTEM SEE SHEETS 18-23 FOR DETAILS
5' R/W SETBACK
INSTALL AUTHORIZED VEHICLES ONLY SIGN
EXISTING PROPERTY LINE
INSTALL SILT FENCE PRIOR TO CONSTRUCTION
CONSTRUCT HEADER SEE SHEET 11 FOR DETAILS
CONSTRUCT STAMPED ASPHALT SEE SHEET 13 FOR DETAILS
CONSTRUCT HEADER CURB SEE SHEET 11 FOR DETAILS
CONSTRUCT STAMPED ASPHALT SEE SHEET 13 FOR DETAILS
5' LANDSCAPING BUFFER
EXISTING PROPERTY LINE
APPROXIMATE LOCATION EXISTING DUNE
CONSTRUCT 3' CURB TRANSITION
MATCH EXISTING PAVING
CONSTRUCT 3' CURB TRANSITION
9.69'
INSTALL BUMPER BLOCK (TYP.)
INSTALL TRAFFIC BOLLARDS (TYP.)
CONSTRUCT 5' SIDEWALK
CONSTRUCT RIBBON CURB
INSTALL BUMPER BLOCK (TYP.)
CONSTRUCT SPLIT RAIL FENCE GATE
CONSTRUCT SPLIT RAIL FENCE
AT&T DIRECT BURIED COPPER CABLE FEEDING PIER SHOP PLACED APPROXIMATELY 24" DOC TO REMAIN
MATCH EXISTING CONCRETE
CONSTRUCT STAMPED ASPHALT SEE SHEET 13 FOR DETAILS
MATCH EXISTING CONCRETE/CURB
CONSTRUCT SIDEWALK HANDICAP RAMP
MATCH EXISTING PAVEMENT
CONSTRUCT HIGH INTENSITY CROSSWALK
CONSTRUCT 24" THERMOPLASTIC STOP BAR SEE SHEET 15 FOR DETAIL
CONSTRUCT SIDEWALK HANDICAP RAMP
MATCH EXISTING CONCRETE/CURB
INSTALL STOP SIGN
5' LANDSCAPING BUFFER
EXISTING PROPERTY LINE
CONSTRUCT HEADER CURB SEE SHEET 11 FOR DETAILS
INSTALL SILT FENCE PRIOR TO CONSTRUCTION ACTIVITIES
CONSTRUCT SPLIT RAIL FENCE
LEO ONLY
COASTAL CONSTRUCTION CONTROL LINE PLAT BOOK 13, PAGE 23 A-D
N 80°14'53" E 978.36'
S 10°48'31" E 12.44'
548.91'

N
W E
S

20 10 0 20
GRAPHIC SCALE IN FEET
FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:
R/W Right of way
BM Benchmark
ELEVElevation
INV Invert
P.C.C. Point of compound curvature
P.I. Point of intersection
S.R.I.A. Santa Rosa Island Authority
1/2" Capped iron rod found #1748
1/2" Capped iron rod set #7073
4"x4"Concrete monument found #noted
Nail and flag set
Backflow preventor
Electric equipment
Fire hydrant
Flag pole
Ground light
Light pole with base
Road sign
Soil boring
Sewer clean-out
Sprinkler control valve
Sanitary sewer manhole
Sewer valve marker
Telephone equipment
Gas marker
Telephone marker
Water meter
Water valve
Wood post
Guard post
G Gas line
SS Sanitary sewer line
UE Underground electric line
W Waterline
FM Force main
Palm tree
O - CAPPED REBAR FOUND
- SHRUB
- TREE
HDPE - HIGH DENSITY POLYETHYLENE PIPE
PB - PLAT BOOK
RCP - REINFORCED CONCRETE PIPE
PVC - POLYVINAL CHLORIDE
INV - INVERT OF STRUCTURE
TE - THROAT ELEVATION
RE - RIM ELEVATION
INV - INVERT OF STRUCTURE
IE - INVERT ELEVATION OF PIPE
PROPOSED DEMOLITION
RIGHT TURN LANE ASHALT
PROPOSED ASPHALT
EXISTING ASPHALT
PROPOSED STAMPED ASPHALT
PROPOSED CONCRETE
10 EXISTING CONTOUR
10 PROPOSED CONTOUR
SPLIT RAIL FENCE
SF SF SILT FENCE
FLOW ARROW
XX.XX PROPOSED SPOT ELEVATION
EX. XX.XX EXISTING SPOT ELEVATION

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PROVIDE 2- 1 ¼" CONDUITS 215 LB PULL CORD
STUB UP IN JUNCTION BOX FOR FUTURE USE

MATCH EXISTING PAVEMENT

MATCH EXISTING PAVEMENT

PROPOSED R-TANK UNDERGROUND
STORM WATER SYSTEM
SEE SHEETS 25-30 FOR DETAILS

MATCH EXISTING PAVEMENT

MATCH EXISTING
PAVEMENT

EXISTING ONE STORY
STUCCO BUILDING
SHERIFF STATION
FFE = 15.33

LEO ONLY

LEO ONLY

EX.12.27

EX.11.20

EX.12.04

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

N 80°14'53" E 978.36'

COASTAL CONSTRUCTION CONTROL LINE
PLAT BOOK 13, PAGE 23 A-O

AT&T DIRECT BURIED COPPER CABLE
FEEDING PIER SHOP
PLACED APPROXIMATELY 24" DOC
TO REMAIN

CONSTRUCT HEADER CURB
SEE SHEET 11 FOR DETAILS

EXISTING VEGETATION TO REMAIN UNDISTURBED

APPROXIMATE LOCATION EXISTING DUNE

12.14
13.28
14.89
13.45
TOC: 13.95
13.95
TOC: 14.45
12.10
TOC: 12.60
12.40
TOC: 12.90
12.50
TOC: 13.00
13.02
12.34
12.13
11.95
12.26
12.75
TOC: 13.25
14.00
TOC: 14.50
13.80
TOC: 14.30
12.82
12.93
12.47
13.43
13.56
13.53
13.66
13.71
13.05
13.15
13.50
TOC: 14.00
13.00
TOC: 13.50
13.30
13.24
13.17
13.10
13.05
13.30
TOC: 13.80
12.80
TOC: 13.30
12.60
TOC: 13.10
12.70
TOC: 13.20
12.35
TOC: 12.85
13.35
12.50
12.95
TOC: 13.45
13.28
11.75
12.50
TOC: 13.00
12.95
TOC 13.45
13.45
TOC 13.95
13.00
TOC 13.50
13.43
TOC: 13.93
12.15
TOC: 12.65
14.00
TOC: 14.50
13.00
TOC:13.50

N
W E
S

20 10 0 20
GRAPHIC SCALE IN FEET

FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:

R/W	Right of way
BM	Benchmark
ELEV	Elevation
INV	Invert
P.C.C.	Point of compound curvature
P.I.	Point of intersection
S.R.I.A.	Santa Rosa Island Authority
	1/2" Capped iron rod found #1748
	1/2" Capped iron rod set #7073
	4"x4"Concrete monument found #noted
	Nail and flag set
	Backflow preventor
E	Electric equipment
	Fire hydrant
	Flag pole
	Ground light
	Light pole with base
	Road sign
	Soil boring
	Sewer clean-out
	Sprinkler control valve
	Sanitary sewer manhole
	Sewer valve marker
T	Telephone equipment
	Gas marker
	Telephone marker
	Water meter
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	Wood post
	Guard post
G	Gas line
SS	Sanitary sewer line
UE	Underground electric line
W	Waterline
FM	Force main
	Palm tree
	- CAPPED REBAR FOUND
	- SHRUB
	- TREE

HDPE	- HIGH DENSITY POLYETHYLENE PIPE
PB	- PLAT BOOK
RCP	- REINFORCED CONCRETE PIPE
PVC	- POLYVINAL CHLORIDE
INV	- INVERT OF STRUCTURE
TE	- THROAT ELEVATION
RE	- RIM ELEVATION
INV	- INVERT OF STRUCTURE
IE	- INVERT ELEVATION OF PIPE

PROPOSED DEMOLITION

RIGHT TURN LANE ASHALT

PROPOSED ASPHALT

EXISTING ASPHALT

PROPOSED STAMPED ASPHALT

PROPOSED CONCRETE

10 EXISTING CONTOUR

10 PROPOSED CONTOUR

SPLIT RAIL FENCE

SF SILT FENCE

FLOW ARROW

XX.XX PROPOSED SPOT ELEVATION

EX. XX.XXEXISTING SPOT ELEVATION

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

GRADING PLAN

VOLKERT
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SHEET 6 OF 31

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

PROPOSED DRAINAGE PLAN

PROVIDE 2- 1 ¼" CONDUITS 215 LB PULL CORD STUB UP IN JUNCTION BOX FOR FUTURE USE

MATCH EXISTING PAVEMENT

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

PROPOSED R-TANK UNDERGROUND STORM WATER SYSTEM SEE SHEETS 25-30 FOR DETAILS

PROPOSED JUNCTION BOX STRUCTURE D1 TOP EL =12.34 INV EL (N) = 3.72 EX. INV EL (S) = 6.14

EXISTING 24" RCP DISCHARGE PIPE TO REMAIN

CONSTRUCT 2 LF 24" RCP @ 3.00% SLOPE CONNECT TO R-TANK INV EL (N) = 6.20 SEE R-TANK DETAILS

CONSTRUCT 2 LF 18" RCP @ 2.50% SLOPE CONNECT TO R-TANK INV EL (N) = 7.70 SEE R-TANK DETAILS

CONSTRUCT 38 LF 18" RCP @ 1.32% SLOPE

PROPOSED TYPE F INLET STRUCTURE B2 TOP EL = 11.90 INV EL (N) = 7.80 INV EL (E) = 8.30

AT&T DIRECT BURIED COPPER CABLE FEEDING PIER SHOP PLACED APPROXIMATELY 24" DOC TO REMAIN

EXISTING ONE STORY STUCCO BUILDING SHERIFF STATION FFE = 15.33

PROPOSED JUNCTION BOX TOP EL = 13.20 INV EL = 0.49 - TIE IN EXISTING 36" RCP INV EL = 4.33 - 12" PVC PIPE SEE SHEET 14 FOR DETAIL STRUCTURE A2

CONSTRUCT 2 LF 12" PVC PIPE TO R-TANK CONNECT TO R-TANK INV EL (N) = 4.33 SEE R-TANK DETAILS

PROPOSED TYPE F INLET STRUCTURE C1 TOP EL = 11.95 INV EL (S) = 7.75

CONNECT TO R-TANK INV EL (S) = 7.30 SEE R-TANK DETAILS

PROPOSED TYPE F INLET STRUCTURE B1 TOP EL = 12.50 INV EL = 9.40

CONSTRUCT 131 LF 18" RCP @ 0.84% SLOPE

CONSTRUCT HEADER CURB SEE SHEET 11 FOR DETAILS

EXISTING VEGETATION TO REMAIN UNDISTURBED

APPROXIMATE LOCATION EXISTING DUNE

EXISTING INLET

EXISTING 36" PIPE TO REMAIN

MATCH EXISTING PAVEMENT

MATCH EXISTING PAVEMENT

N 80°14'53" E 978.36'

COASTAL CONSTRUCTION CONTROL LINE PLAT BOOK 13, PAGE 23 A-O

S 10°48'31" E 12.44'

N 10°48'31" W 585.91'

GRAPHIC SCALE IN FEET
20 10 0 20
FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:

R/W	Right of way
BM	Benchmark
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	Road sign
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RE	- RIM ELEVATION
INV	- INVERT OF STRUCTURE
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PROPOSED DEMOLITION

RIGHT TURN LANE ASHALT

PROPOSED ASPHALT

EXISTING ASPHALT

PROPOSED STAMPED ASPHALT

PROPOSED CONCRETE

10 EXISTING CONTOUR

10 PROPOSED CONTOUR

SPLIT RAIL FENCE

SF SF SILT FENCE

FLOW ARROW

XX.XX PROPOSED SPOT ELEVATION

EX. XX.XX EXISTING SPOT ELEVATION

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PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

PROPOSED RIGHT TURN LANE CONSTRUCTION PLAN

MATCH EXISTING CURB AND GUTTER

CONSTRUCT 3' CURB TRANSITION

CONSTRUCT 24" THERMOPLASTIC STOP BAR
SEE SHEET 15 FOR DETAIL

CONSTRUCT THERMOPLASTIC TRAFFIC ARROW
SEE SHEET 15 FOR DETAIL

EXISTING SOUTHERN LIGHT HAND HOLE
TO BE BROUGHT TO GRADE
CONTRACTOR TO CONFIRM EXISTING HAND HOLE IS TRAFFIC RATED
IF NOT, HAND HOLE TO BE REPLACED

NEW R/W

OLD R/W

CONSTRUCT DOUBLE YELLOW 6"
THERMOPLASTIC LINES
SEE SHEET 15 FOR DETAIL

CONSTRUCT 6" WHITE EDGE LINE

CONSTRUCT THERMOPLASTIC TRAFFIC ARROW
SEE SHEET 15 FOR DETAIL

MATCH EXISTING CURB AND GUTTER

CONSTRUCT 12' TURN LANE
SEE SHEETS 8-10,13, 15-17 FOR DETAILS

MATCH EXISTING ASPHALT

0+50.00

1+00.00

1+50.00

2+00.00

2+50.00

3+00.00

3+50.00

EAST BOUND

FORT PICKENS ROAD

8" PVC

INV = 1.34

8" PVC

TOP = 10.93
INV = 1.35

8" PVC

INV = 1.39

105.50'

R10'

50'

20'

EXISTING GAS LINE

CONSTRUCT 6" WHITE EDGE LINE

SANITARY VALVE

CONSTRUCT TYPE F CURB AND GUTTER

N

W E

S

20 10 0 20

GRAPHIC SCALE IN FEET

FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:

R/W	Right of way
BM	Benchmark
ELEV	Elevation
INV	Invert
P.C.C.	Point of compound curvature
P.I.	Point of intersection
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PROPOSED DEMOLITION

RIGHT TURN LANE ASHALT

PROPOSED ASPHALT

EXISTING ASPHALT

PROPOSED STAMPED ASPHALT

PROPOSED CONCRETE

10 EXISTING CONTOUR

10 PROPOSED CONTOUR

SPLIT RAIL FENCE

SF SF SILT FENCE

FLOW ARROW

XX.XX PROPOSED SPOT ELEVATION

EX. XX.XX EXISTING SPOT ELEVATION

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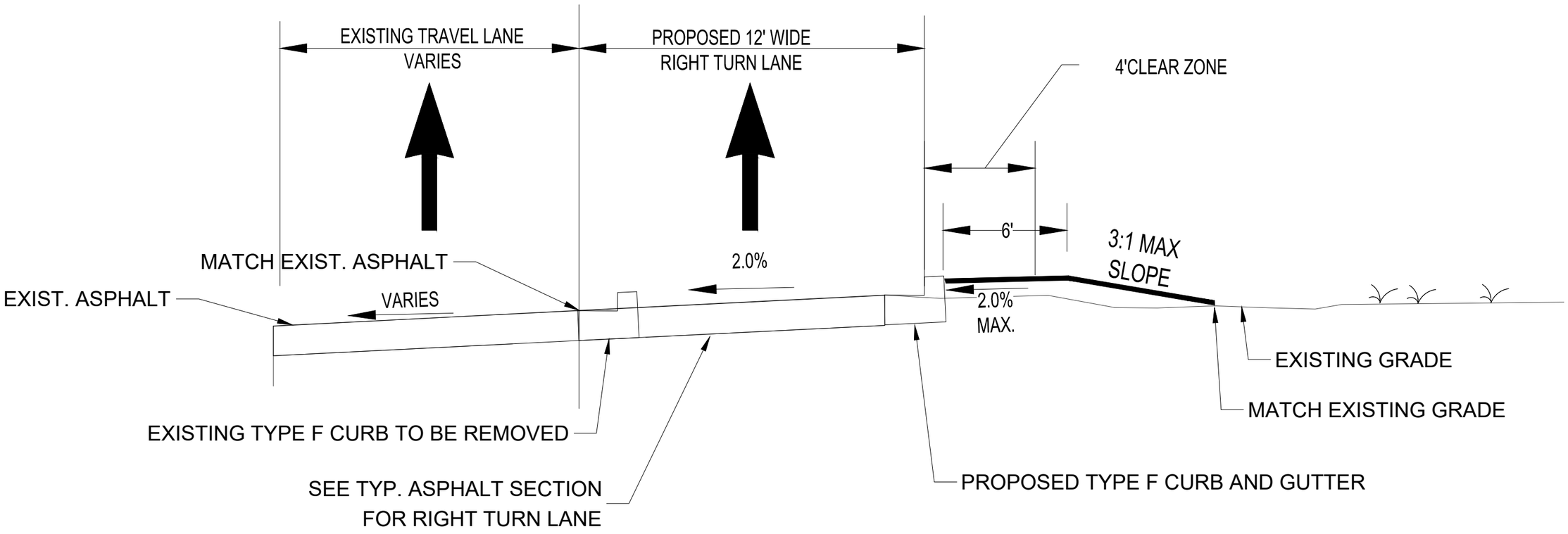
*SEE LANDSCAPING PLAN FOR REQUIRED PLANTING



RIGHT TURN LANE TYPICAL CROSS SECTION

N.T.S.

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
TYPICAL RIGHT TURN LANE SECTION

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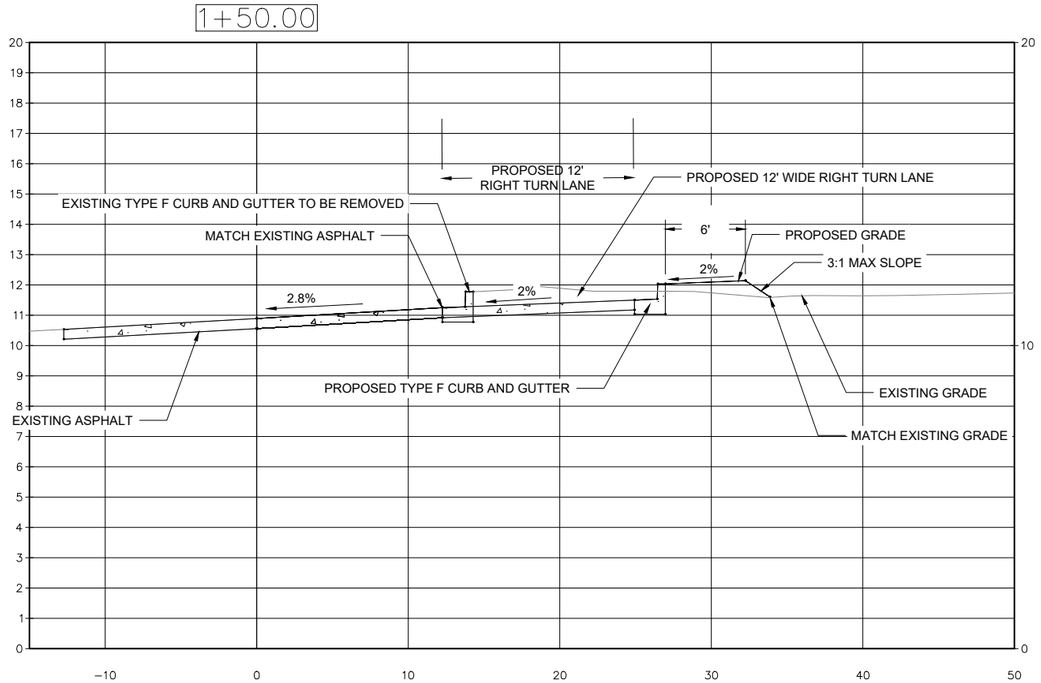

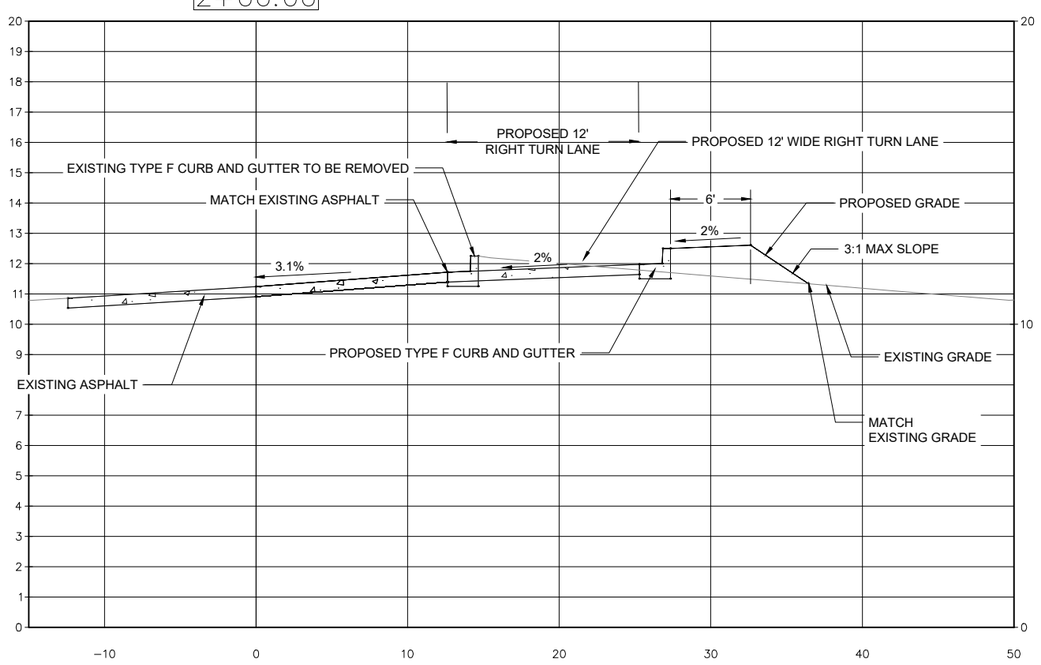

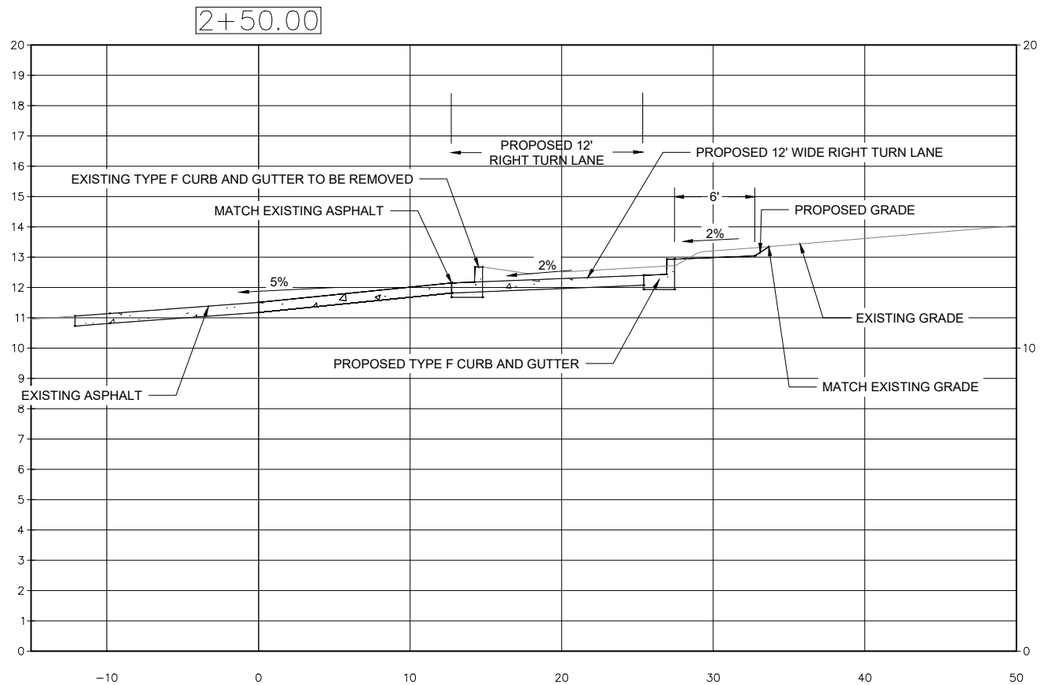

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

TURN LANE CROSS SECTIONS

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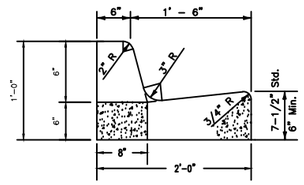
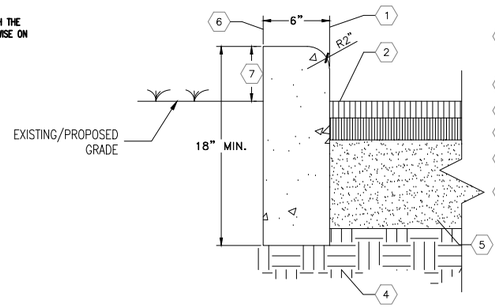
SHEET 10 OF 31

*NOTE: WHEN USED ON THE HIGH SIDE OF THE ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6", UNLESS SHOWN OTHERWISE ON THE PLANS.



F.D.O.T. TYPE "F"
CURB & GUTTER DETAIL
N.T.S.



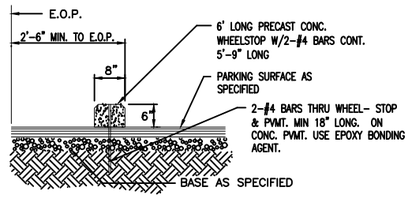
KEYED NOTES

1. LINE OF FACE OF CURB (CURB GRADE SHOWN ON PLAN).
2. PAVEMENT AT GRADE SHOWN ON PLAN.
3. N/A.
4. PREPARED SUB-GRADE.
5. STONE BASE.
6. LINE FOR BACK OF CURB.

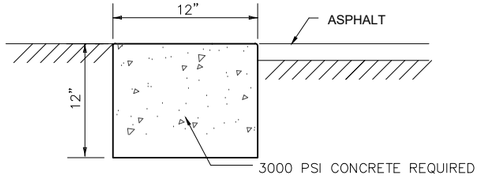
NOTE:
ALL CURBS TO HAVE 3/4" EXPANSION JOINTS AT MAXIMUM 100 FEET WITH DOWELS AND CONTROL JOINTS AT MAX. 20 FEET.

7. CONTRACTOR TO PROVIDE 6" REVEAL ON BACKSIDE OF CURB TO HELP PREVENT SAND INTRUSION INTO PARKING AREA

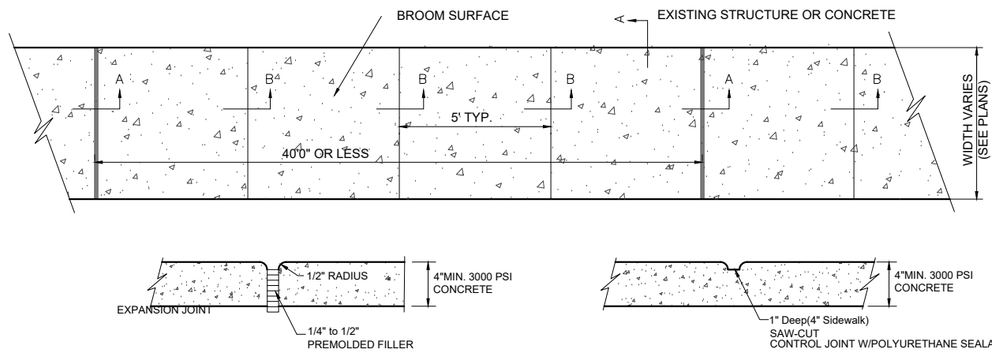
VERTICAL / HEADER CURB
N.T.S.



CONCRETE WHEELSTOP/
BUMPER BLOCK DETAIL
N.T.S.



TYP. 12" CONCRETE
RIBBON CURB DETAIL
N.T.S.



SECTION A

SECTION B
CONSTRUCTION CONTROL JOINT

CONCRETE WALK DETAIL
N.T.S.

NOTES:

1. ALL EXPANSION /CONTROL JOINTS SHALL BE FILLED WITH SIKAFLEX-1C SL (OR APPROVED EQUAL) SEALANT. JOINTS SHALL BE TAPED PRIOR TO SEALING TO ENSURE A CLEAN EDGE.
2. ALL CONCRETE WALKING SURFACES SHALL BE A FINE BROOM FINISH.
3. ALL CONCRETE WALKWAYS SHALL HAVE FIBER MESH REINFORCEMENT.
4. CONSTRUCTION AND EXPANSION JOINTS ARE REQUIRED AS PER ESCAMBIA COUNTY STANDARD SPECIFICATIONS LATEST EDITION.

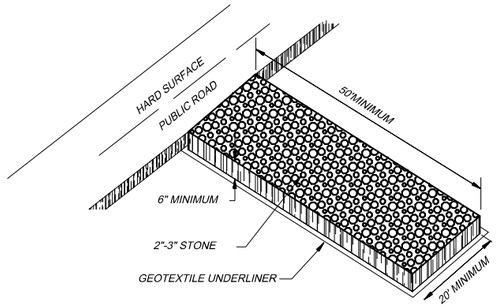
PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
STANDARD DETAILS

VOLKERT
Engineers * Surveyors * Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-8935

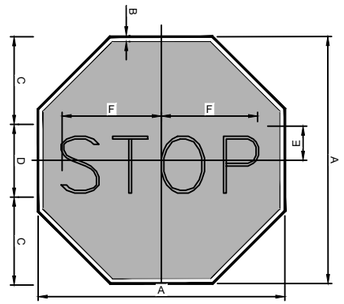
DRAWN BY	ANASTYA LAUGHLIN
DESIGNED BY	MIKE MANSKE
CHECKED BY	DAVID FORTE
DATE	MARCH 2018
FIELD BOOK, PAGES	
DISTRICT	4
SECTION, TOWNSHIP, RANGE	
REG. FLA. LAND. NO.	64091
DATE:	
SIGNATURE:	

NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 11 OF 31

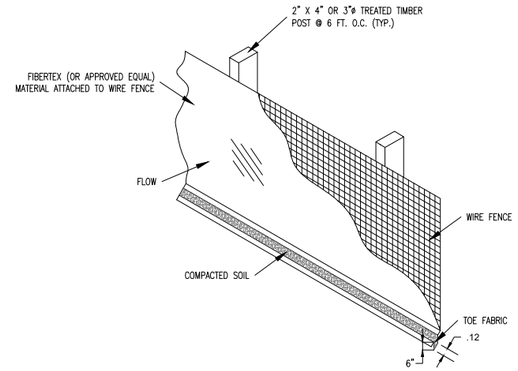


CONSTRUCTION ENTRANCE DETAIL
N.T.S.

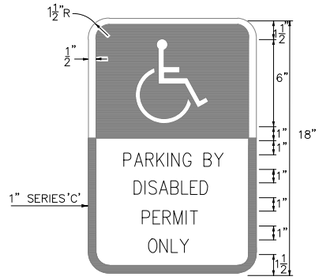


A	B	C	D	E	F
30"	0.75"	10"	10C	5"	12.5"

R1-1 STOP SIGN DETAIL
N.T.S.



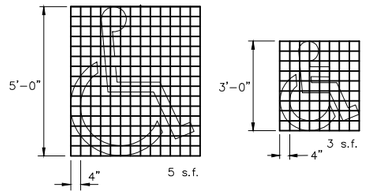
SILT FENCE DETAIL
N.T.S.



NOTES

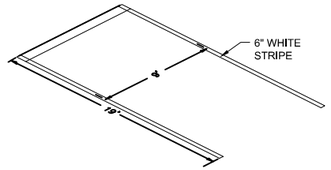
1. TOP PORTION OF R7-8 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. R7-8 MAY BE FABRICATED ON ONE PANEL OR TWO.
4. SIGNS ARE TO BE MOUNTED AT STANDARD HEIGHT. (7' FROM PAVMENT TO BOTTOM OF SIGN).

HANDICAP SIGN
N.T.S.

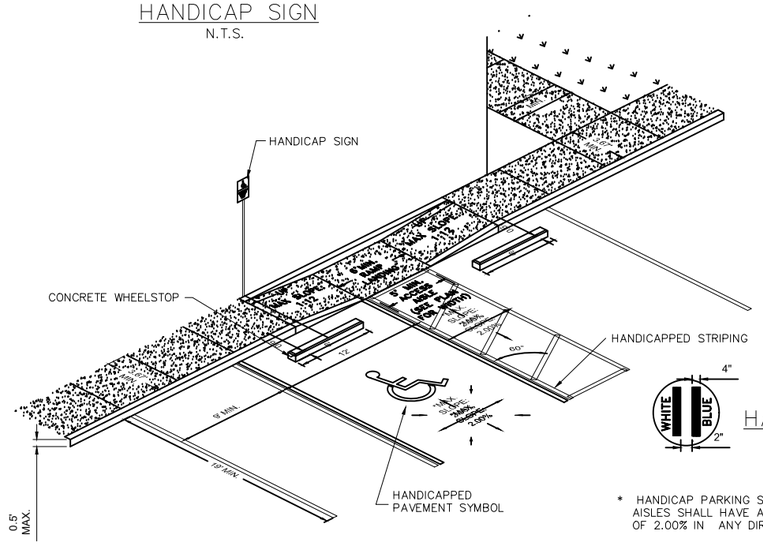


♿ USE OF PAVEMENT SYMBOL IN HANDICAPPED PARKING SPACES IS OPTIONAL, WHEN USED THE SYMBOL SHALL BE 3 OR 5 FT. HIGH AND WHITE IN COLOR.

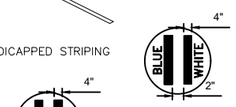
HANDICAPPED
PAVEMENT SYMBOL
N.T.S.



TYPICAL PARKING SPACE
N.T.S.

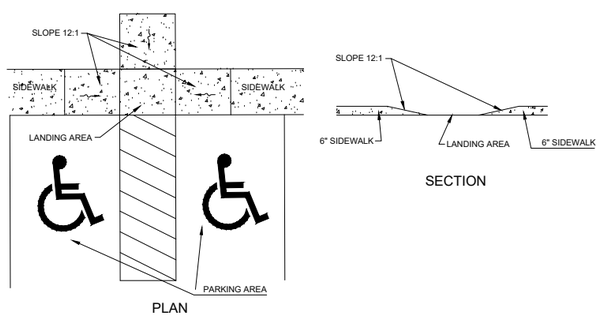


HANDICAP DETAIL
N.T.S.

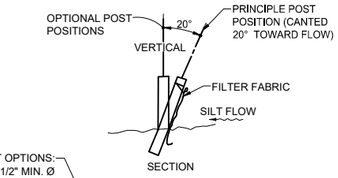


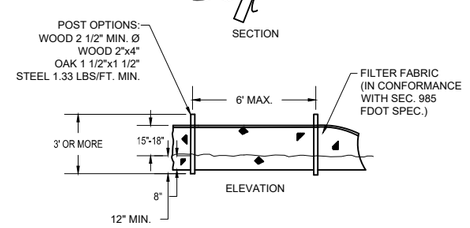
HANDICAPPED
STRIPING
N.T.S.

* HANDICAP PARKING SPACES & ACCESS AISLES SHALL HAVE A MAXIMUM GRADIENT OF 2.00% IN ANY DIRECTION
* ACCESS AISLE FOR VAN ACCESSIBLE HANDICAP PARKING SHALL BE 8' WIDE
* SEE PLAN FOR WIDTH

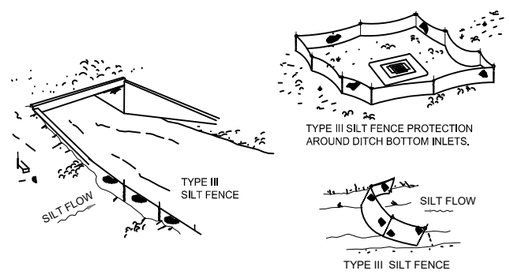


HANDICAP RAMP DETAIL
N.T.S.





TYPE III SILT FENCE



NOTE:
DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

SILT FENCE APPLICATIONS DETAIL
N.T.S.

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
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STANDARD DETAILS

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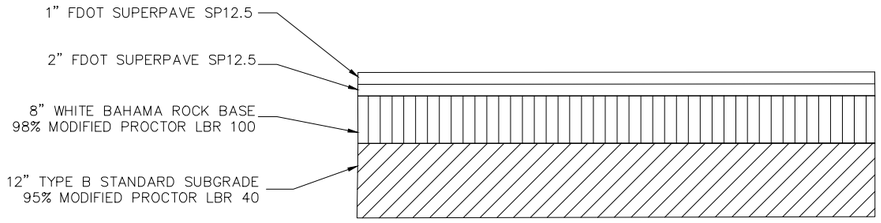
DRAWN BY	DESIGNED BY	CHECKED BY	DISTRICT: 4
AMY O'LAUGHLIN	DANIEL MARINE	DAVID FORTE	SECTION/ TOWNSHIP/ RANGE
DATE: MARCH 2018	PROJECT MANAGER: DAVID FORTE		
FIELD BOOK/ PAGES			

REVISIONS

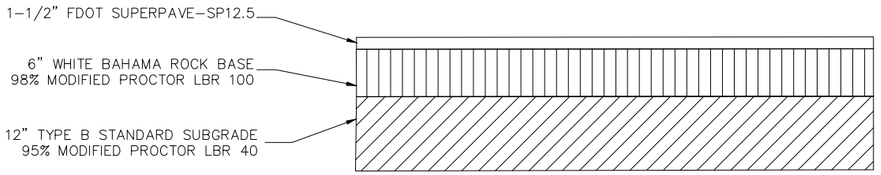
NUMBER	DESCRIPTION	DATE	APPROVED BY

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 12 OF 31



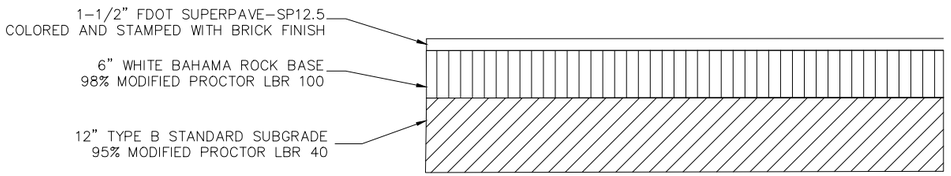
RIGHT TURN LANE TYPICAL ASPHALT SECTION

N.T.S.



TYPICAL ASPHALT SECTION

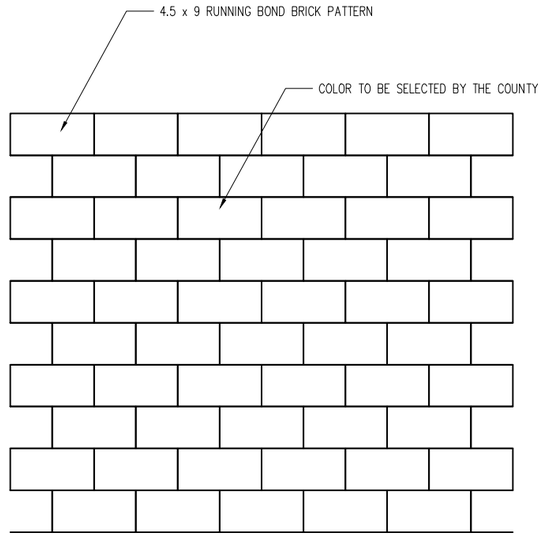
N.T.S.



STAMPED COLORED ASPHALT DETAIL

N.T.S.

NOTES:
1) COLOR TO BE SELECTED BY THE COUNTY



STAMPED ASPHALT PLAN VIEW
PATTERN

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

STANDARD DETAILS

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REG. FIRM No.
6409

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DRAWN BY: AMY O'LAUGHLIN
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FIELD BOOK PAGES:
DISTRICT 4
SECTION/TOWNSHIP/RANGE

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DATE
REVISIONS
NUMBER

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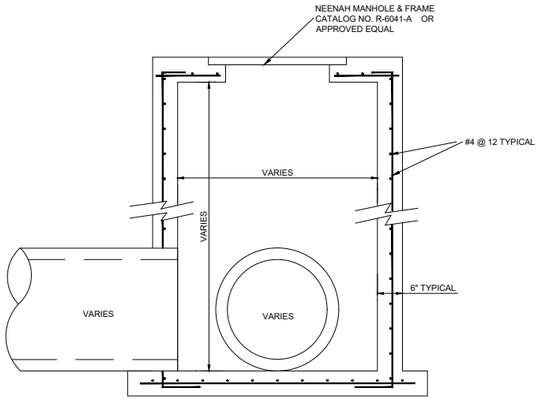
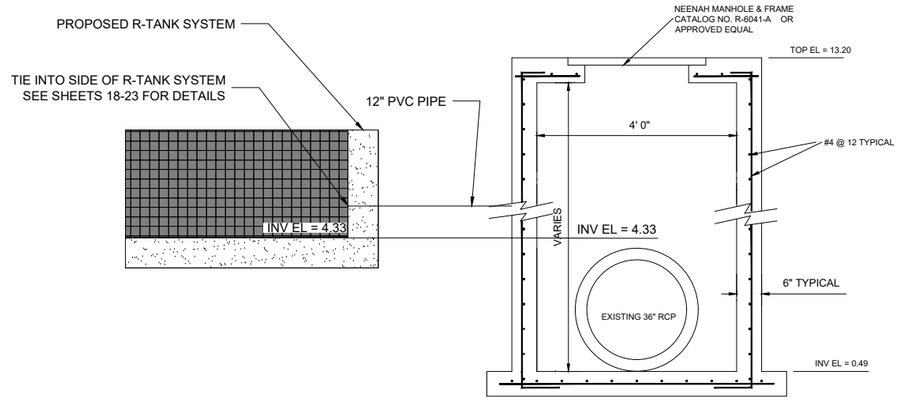
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 13 OF 31



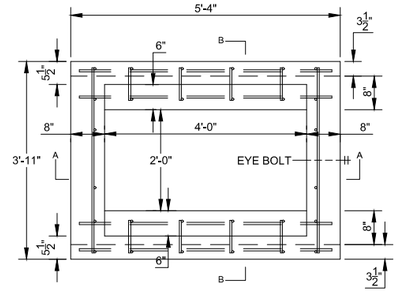
TYPICAL JUNCTION BOX DETAIL

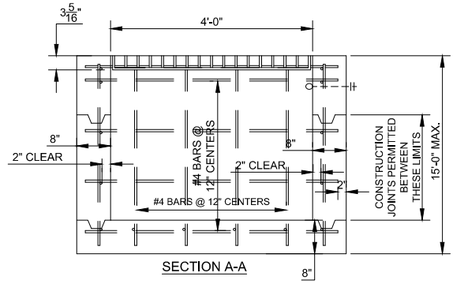
N.T.S.



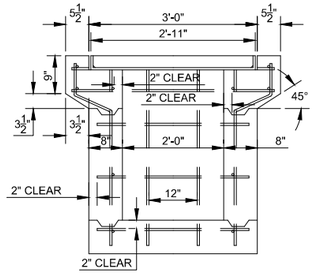
JUNCTION BOX - STRUCTURE A2

N.T.S.

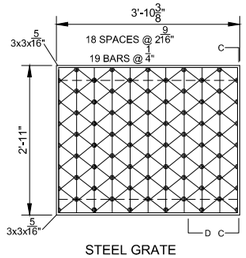




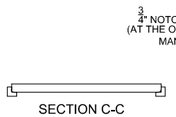
SECTION A-A



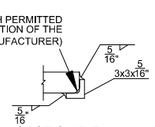
SECTION B-B



STEEL GRATE



SECTION C-C



SECTION D-D

TYPE "F" INLET

N.T.S.

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

STANDARD DETAILS

VOLKERT
Engineers * Surveyors * Planners
215 FAIRPOINT DRIVE
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Telephone (850) 512-8935

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DESIGNED BY:	MIKE MANKE
CHECKED BY:	DAVID FORTE
DATE:	MARCH 2018
FIELD BOOK:	PAGES:
REG. P.E. & NO.:	64091
COUNTY:	ESCAMBIA
DISTRICT:	4
SECTION/ TOWNSHIP/ RANGE:	

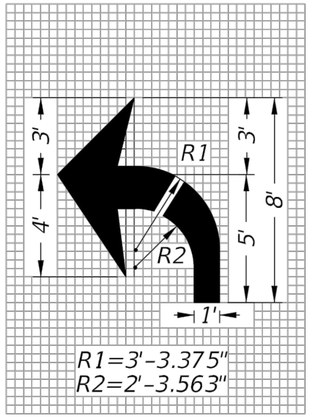
NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER

PROJECT NUMBER 635501

SURVEY NUMBER

SHEET 14 OF 31



Turn Lane-Use Arrow (Left Turn Shown - Right Turn Similar by Opposite Hand)

17 S.F.

NOTES:

1. *When an arrow and a pavement message are used together, locate the arrow 25' downstream from the pavement message. Measure the distance from the base of the arrow to the base of the pavement message.*
2. *Place stop message 25' back from the stop line.*
3. *Dimensions are within 1" ±.*
4. *All grids are 4" x 4".*

Solid Edge Line or Lane Line — 6"

Solid Channelizing Line — 8", 12" or 18"

Two-Lane Passing Prohibited Lines — 6", 4", 6"

Double Solid Lines — 6", 4", 6"

12" Solid Pedestrian Crosswalk Line
24" Solid Stop Line — 12" or 24"

2'-4' Dotted Guide Line — 6"

2'-2' Dotted Extension Line — 12"

6'-10' Dotted Extension Line — 10' 10' 10' 10' 10' 10' 10' 10' 10' 10' 10' 10' 10'; 6' 6' 6' 6' 6' 6' 6' 6' 6' 6' 6' 6' 6'; 6"

3'-9' Dotted Interchange Line — 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9'; 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3'; 6"

3'-9' Dotted Lane Drop Line — 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9'; 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3'; 12"

10'-30' Skip Line — 10' 30' 10' 30' 10' 30' 10' 30' 10'; 6"

PAVEMENT MARKING LINES

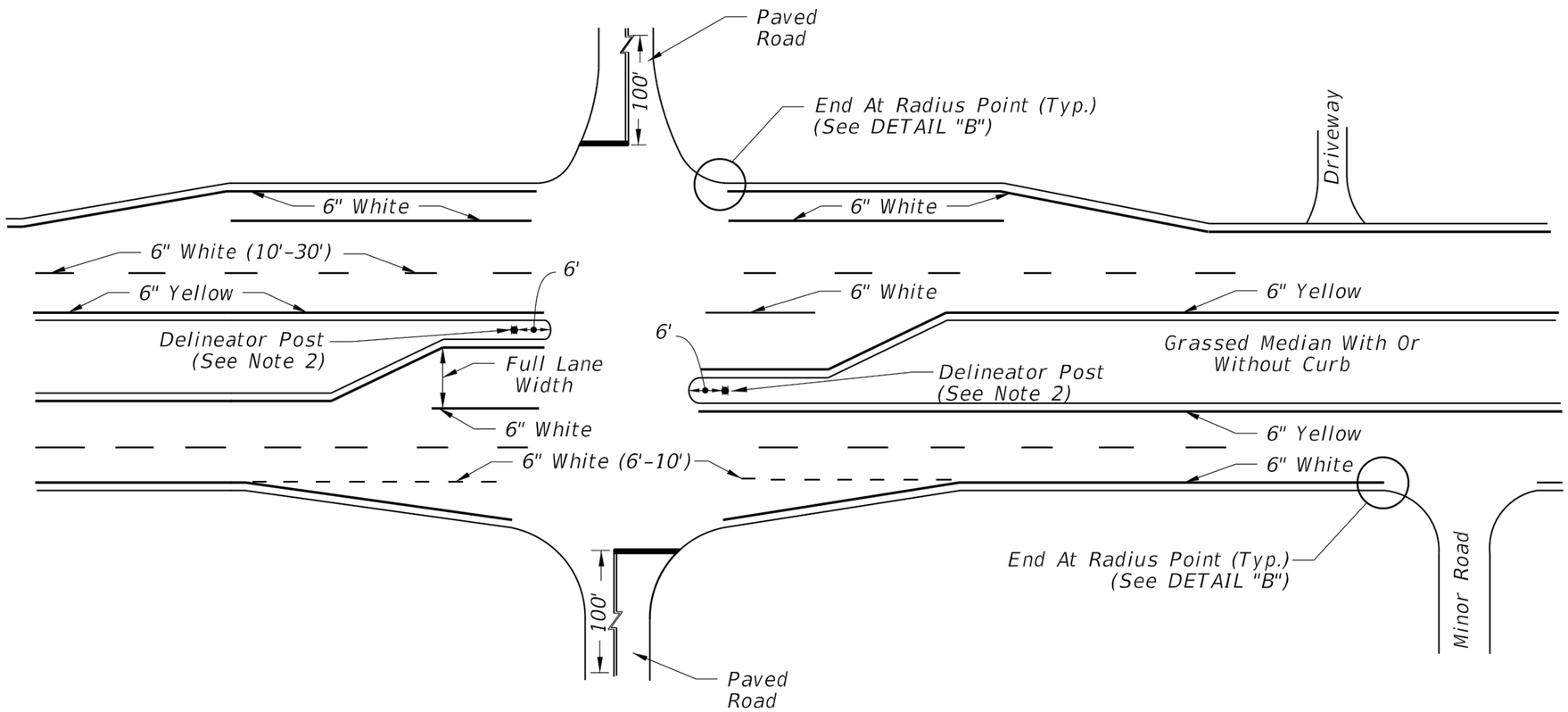
PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
STANDARD DETAILS

VOLKERT Engineers * Surveyors * Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-9935

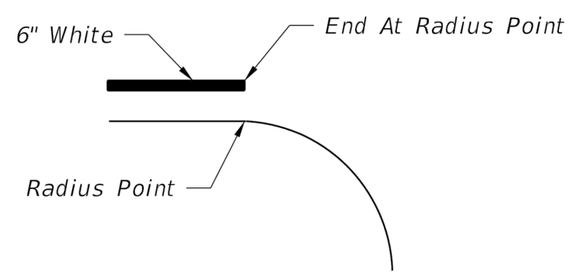
DRAWN BY: AMY O'LAUGHLIN
DESIGNED BY: MIKE WARNKE
CHECKED BY: SAM CROUGH
DISTRICT: 4
DATE: MARCH 2018
FIELDBOOK/PAGES: DAVID DUKE
SECTION/TOWNSHIP/RANGE
REG. P.E. ENG. NO. 64091
SIGNATURE:
DATE:

APPROVED BY:
DATE:
REVISIONS
NUMBER

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 15 OF 31



PAVEMENT MARKINGS FOR INTERSECTIONS WITH MAJOR AND MINOR ROADS



DETAIL "B"

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
STANDARD DETAILS

VOLKERT
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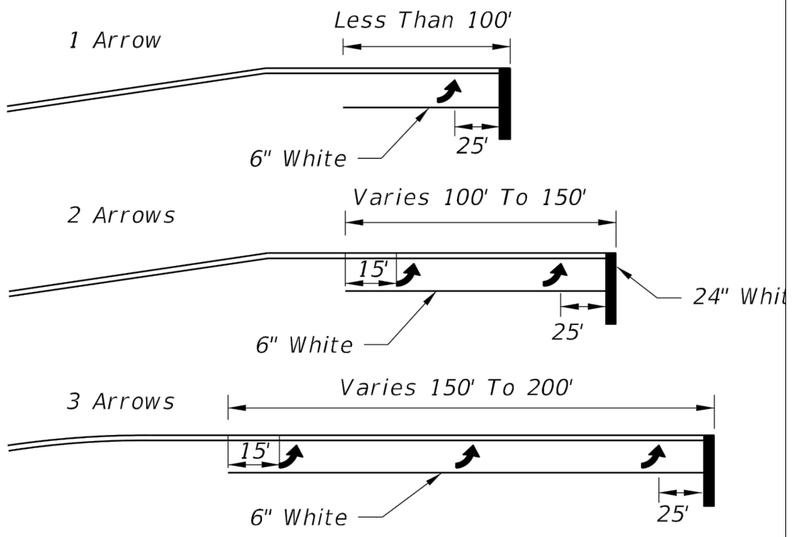
Telephone (850) 512-9935

DRAWN BY: AMY O'LAUGHLIN
DESIGNED BY: MIKE WARNKE
CHECKED BY:
DISTRICT:
DATE: MARCH 2018
QA/QC BY: DAVID DAVIS
SECTION/TOWNSHIP/RANGE:
FIELD BOOK/PAGES:
REG. P.E. ENG. NO. 64091
SIGNATURE:
DATE:

NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER



Arrow should be evenly spaced between first and last arrow. Turn lanes longer than 200' add one arrow for each 100' additional length.

ARROW SPACING

NOTES:

1. This Index also applies to right turn lanes.
2. Make pavement marking yellow for left-turn lanes and white for right-turn lanes.

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STANDARD DETAILS

VOLKERT Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
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Telephone (850) 512-9935

DRAWN BY: AMY O'LAUGHLIN
DATE: AUGUST 2018
FIELDBOOK/PAGES:
DESIGNED BY: MIKE WARNKE
SCALE: NO SCALE
DAVID DUKE
CHECKED BY:
DISTRICT: 4
SECTION/TOWNSHIP/RANGE:
REG. FLA. ENG. NO. 64091
DATE:
SIGNATURE:

NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 17 OF 31

PROPOSED INLET
TOP EL = 11.95
INV EL = 9.45

R-TANK^{HD} SYSTEM OVERLAY
SCALE: 1" = 25'

NOTE: ENGINEER OF RECORD TO REVIEW, APPROVE AND ENDORSE FINAL SITE SPECIFIC DESIGN.

DATE	REVISION

FOR ADDITIONAL INFORMATION PLEASE CONTACT:
ACF ENVIRONMENTAL 1-800-448-3636
www.acfenvironmental.com

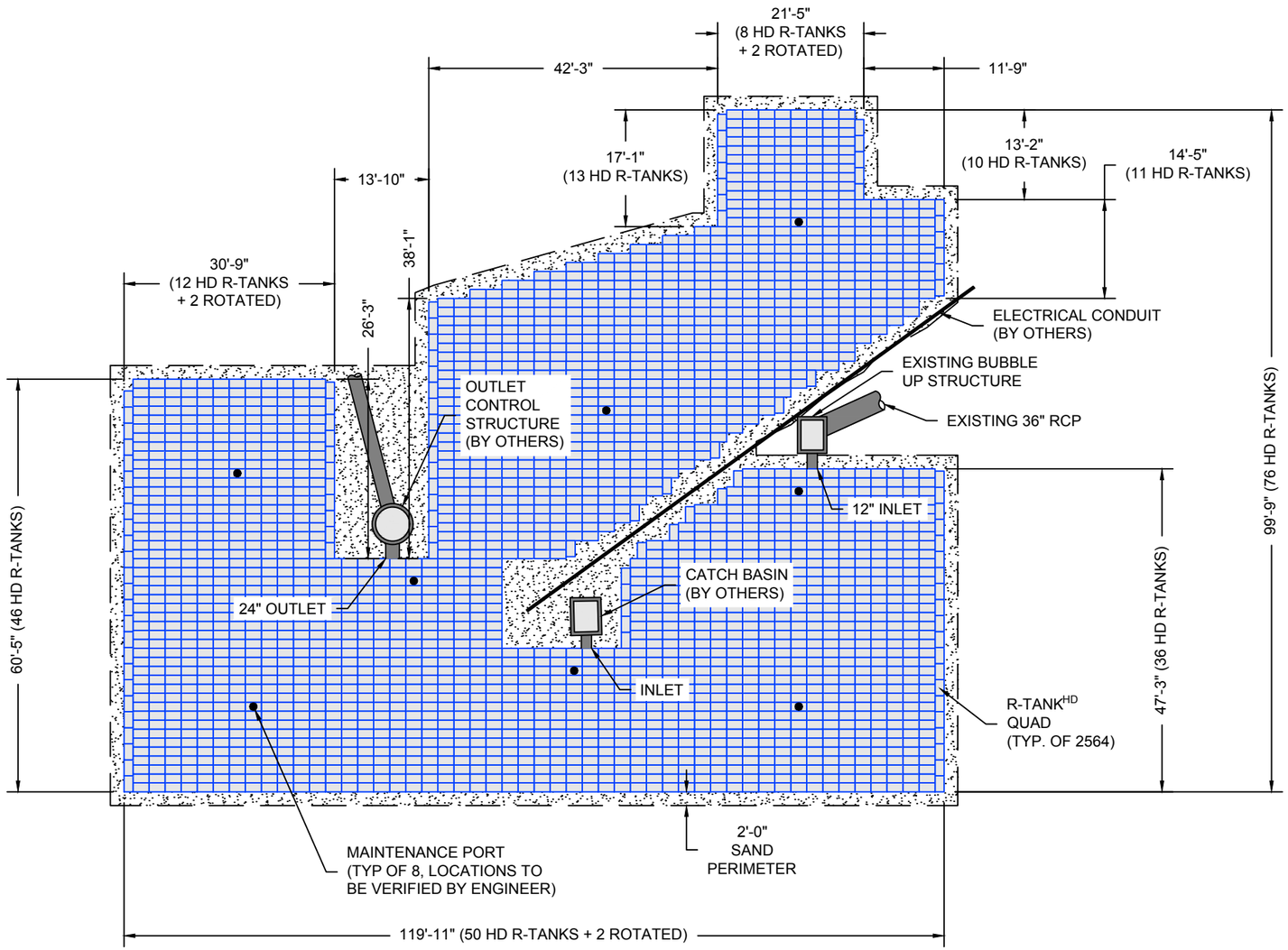
ACF ENVIRONMENTAL
LET'S GET IT DONE

R-TANK^{HD} SYSTEM LAYOUT
CASINO BEACH PARKING AREA
ESCAMBIA, FL
SITE DESIGNATION: INFILTRATION SYSTEM
ACF ENVIRONMENTAL, 1-800-448-3636, www.acfenvironmental.com

DRAWN BY
EDQ

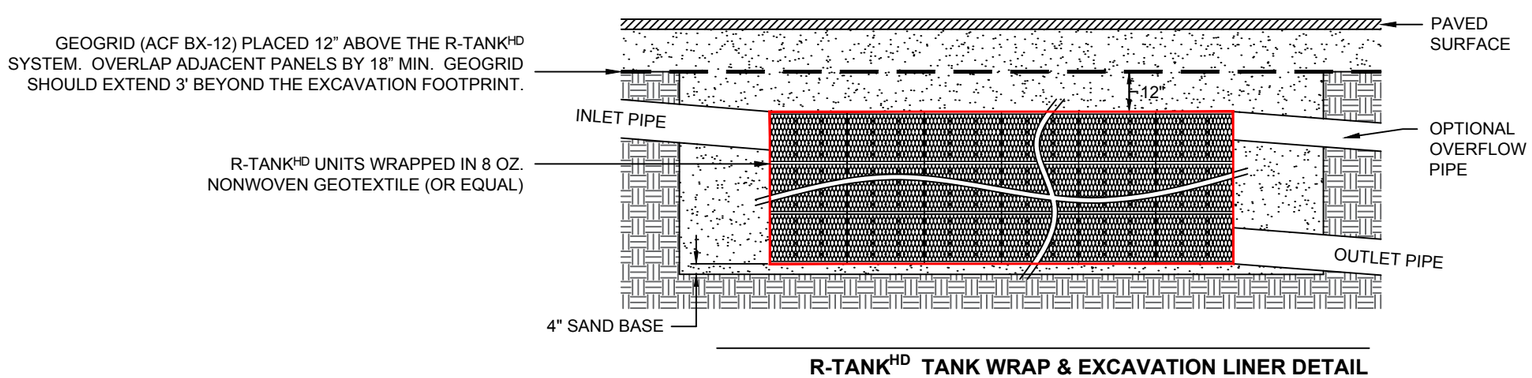
DATE
03/15/18

SHEET NO.
18 OF 31



NOTES:
1. STORAGE VOLUME FROM 4.33 TO 9.40 = 38,014 CF
2. MAXIMUM WATER SURFACE ELEVATION FOR STORAGE VOLUMES = 9.48.

LAYOUT SCALE	1" = 20'
R-TANK^{HD} MODULE TYPE	QUAD
TRAFFIC LOAD	HS-20
# OF QUAD R-TANKS	2,564
R-TANK STORAGE VOLUME	38,614 CF
TANK INVERT	4.33
INVERT OF SAND BASE (4")	4.00
TOP OF R-TANK ELEV.	9.91
TOP OF COVER SAND ELEV. (12")	10.91
ACF BX-12 GEOGRID ELEV.	10.91
MIN. SAND PERIMETER WIDTH	2.0 FT
SEE SHEETS 3 - 6 FOR DETAILS AND ADDITIONAL INFORMATION	



R-TANK^{HD} TANK WRAP & EXCAVATION LINER DETAIL

NOTE: ENGINEER OF RECORD TO REVIEW, APPROVE AND ENDORSE FINAL SITE SPECIFIC DESIGN.

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R-TANK^{HD} SYSTEM LAYOUT
CASINO BEACH PARKING AREA
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SITE DESIGNATION: INFILTRATION SYSTEM
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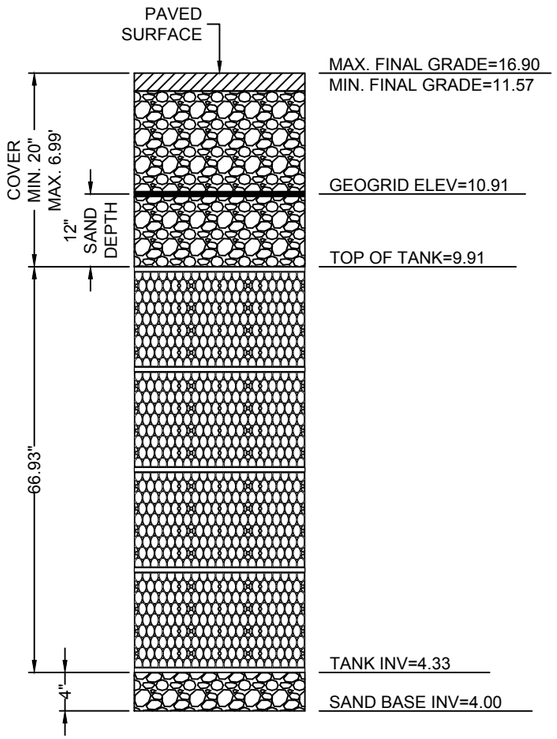
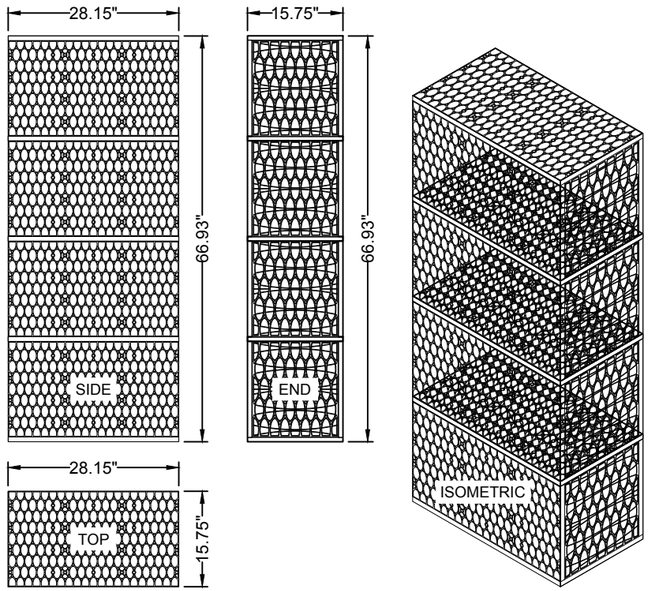


QUAD R-TANK^{HD} - ELEVATION



MODULE DATA

GEOMETRY:
LENGTH = 28.15 IN. (715 MM)
WIDTH = 15.75 IN. (400 MM)
HEIGHT = 66.93 IN. (1700 MM)
TANK VOLUME = 17.17 CF
STORAGE VOLUME = 16.31 CF
VOID INTERNAL VOLUME: 95%
VOID SURFACE AREA: 90%

LOAD RATING:
33.4 PSI, (MODULE ONLY)
HS20, (WITH ACF COVER SYSTEM)

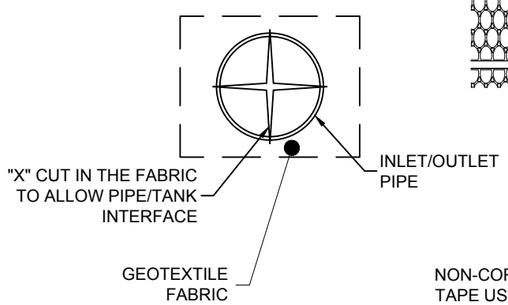
MATERIAL:
100% RECYCLED POLYPROPYLENE

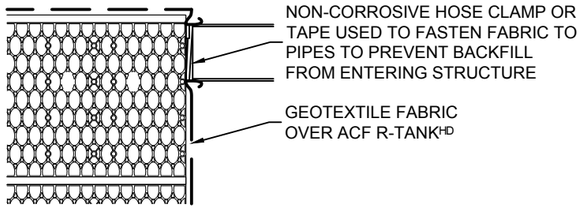
SMALL PLATES PER SEGMENT/TOTAL:
5/20

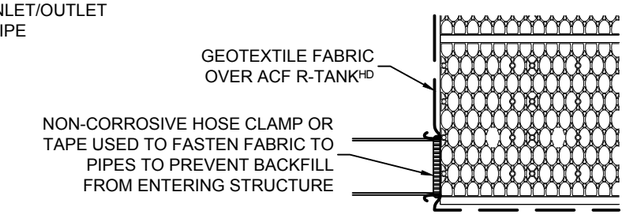
QUAD R-TANK^{HD} - MODULE DETAIL

R-TANK^{HD} QUANTITIES	
R-TANK^{HD} MODULE TYPE	QUAD
# OF QUAD R-TANKS	2,564
R-TANK STORAGE VOLUME	38,614 CF
SAND BED FOOTPRINT	9,649 SF
SAND QUANTITY	809 CY
8 OZ. NON-WOVEN GEOTEXTILE TANK WRAP	22,480 SF (2,498 SY)
ACF BX-12 GEOGRID	12,819 SF (1,424 SY)
12" MAINTENANCE PORTS	8
PIPE BOOTS (UNKNOWN SIZE)	1
12" PIPE BOOTS	1
24" PIPE BOOTS	1
NOTE: SAND QUANTITY INCLUDES 12" OF COVER AND 4" OF BASE.	
NOTE: GEOTEXTILE / LINER QUANTITIES INCLUDE A 15% WASTE FACTOR.	

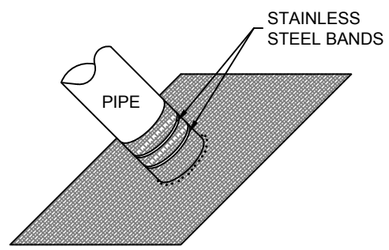
END VIEW OF PIPE/FABRIC CONNECTION.
CUT AN "X" IN THE FABRIC SLIGHTLY LARGER THAN PIPE, PULL THE FABRIC AROUND THE PIPE TO CREATE THE "BOOT" AND THEN SECURE WITH A HOSE-CLAMP.



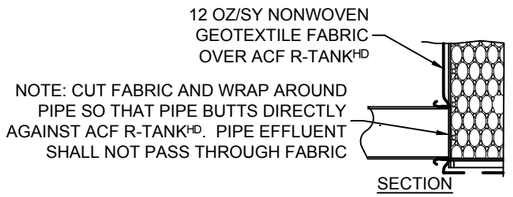


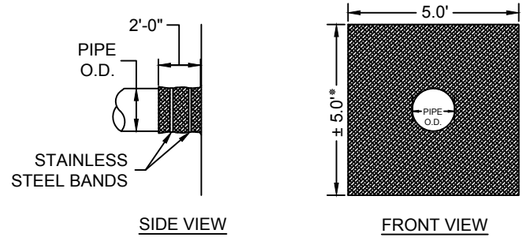


R-TANK^{HD} TYPICAL TANK INLET/OUTLET DETAIL



- 12 OZ/SY NONWOVEN GEOTEXTILE
- FABRIC COLLAR TO FIT OUTSIDE DIAMETER OF INLET/OUTLET PIPE
- * TRIM AS NEEDED





GEOTEXTILE PIPE BOOT FOR R-TANK^{HD}

NOTE: ENGINEER OF RECORD TO REVIEW, APPROVE AND ENDORSE FINAL SITE SPECIFIC DESIGN.

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R-TANK^{HD} SYSTEM DETAILS
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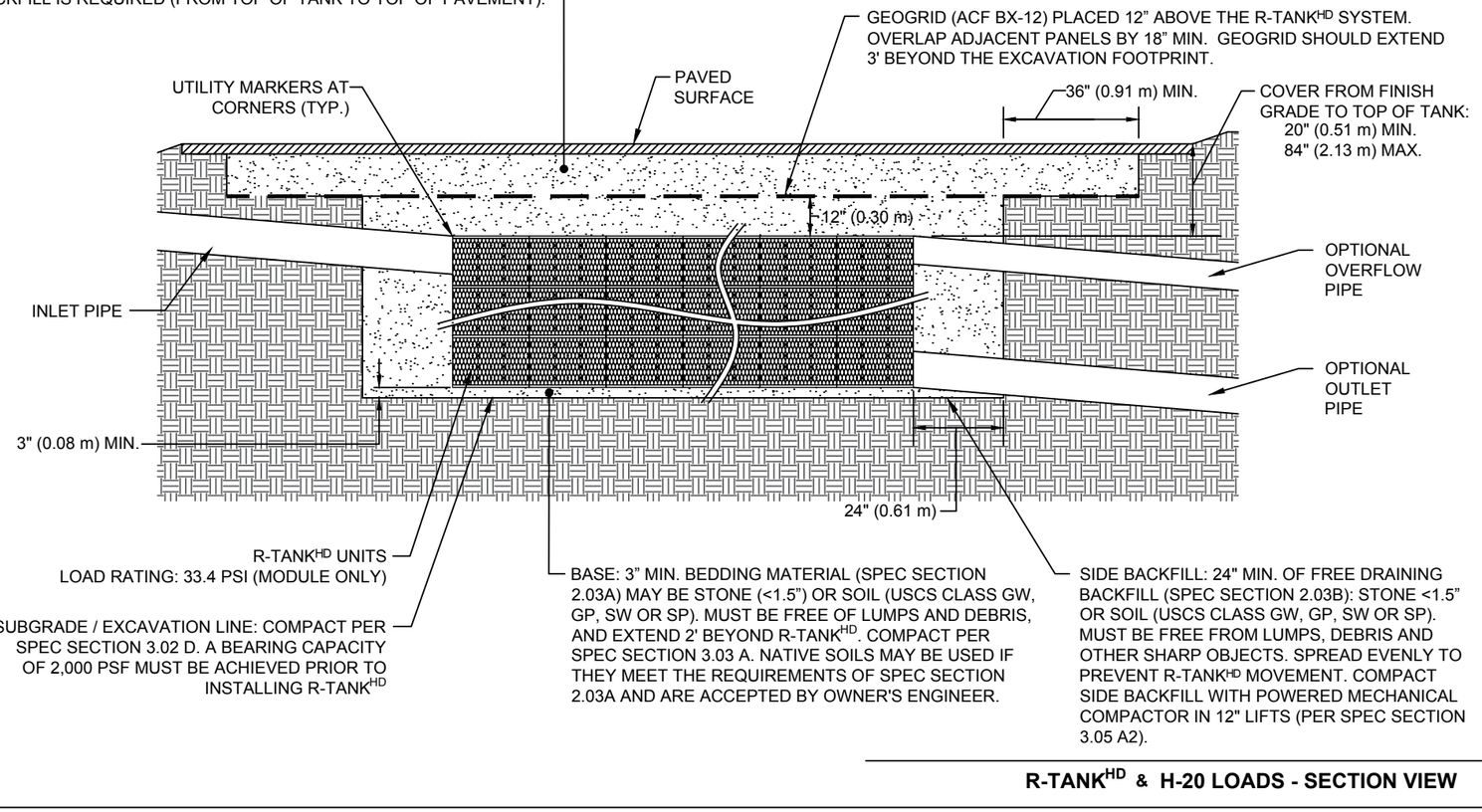
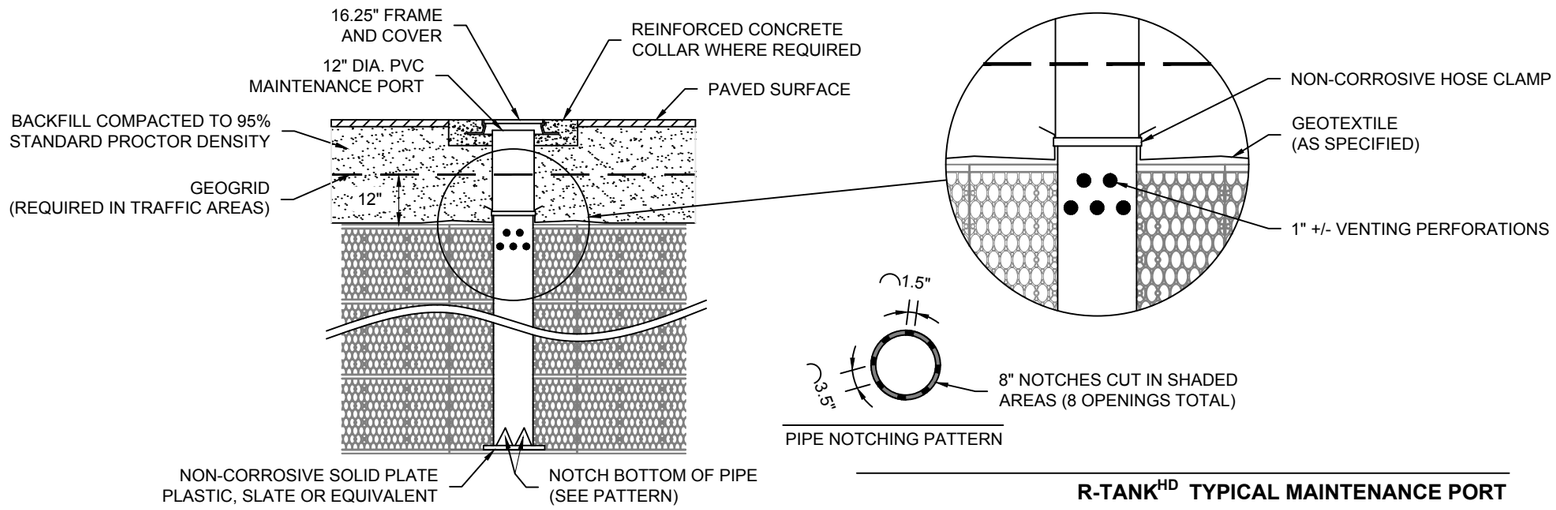
TOTAL COVER: 20” MINIMUM AND 84” MAXIMUM. FIRST 12” MUST BE FREE DRAINING BACKFILL (SPEC SECTION 2.03B): STONE <1.5” OR SOIL (USCS CLASS GW, GP, SW OR SP). ADDITIONAL FILL MAY BE STRUCTURAL FILL (SPEC SECTION 2.03C): STONE OR SOIL (USCS CLASS SM, SP, SW, GM, GP OR GW) WITH MAX CLAY CONTENT<10%, MAX 25% PASSING NO. 200 SIEVE, AND MAX PLASTICITY INDEX OF 4. A MIN. 12” COVER MUST BE MAINTAINED BETWEEN BACKFILL EQUIPMENT AND THE TOP OF THE R-TANK™ SYSTEM AT ALL TIMES. TOTAL HEIGHT OF TOP BACKFILL SHOULD NOT EXCEED 7'. CONTACT ACF ENVIRONMENTAL IF MORE THAN 7' OR LESS THAN 20" OF TOP BACKFILL IS REQUIRED (FROM TOP OF TANK TO TOP OF PAVEMENT).

NOTES:
1. FOR COMPLETE MODULE DATA, SEE APPROPRIATE R-TANK^{HD} MODULE SHEET .
2. INSTALLATIONS PER THIS DETAIL MEET GUIDELINES OF HL-93 LOADING PER THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, CUSTOMARY U.S. UNITS, 7TH EDITION, 2014 WITH 2015 AND 2016 INTERIM REVISIONS.
3. PRE-TREATMENT STRUCTURES NOT SHOWN.
4. FOR INFILTRATION APPLICATIONS, GEOTEXTILE ENVELOPING R-TANK SHALL BE ACF M200 (PER SPEC SECTION 2.02A) AND BASE SHALL BE 4" MIN. UNCOMPACTED FREE DRAINING BACKFILL (SPEC SECTION 2.03A) TO PROVIDE A LEVEL BASE. SURFACE MUST BE SMOOTH, FREE OF LUMPS OR DEBRIS, AND EXTEND 2' BEYOND R-TANK^{HD} FOOTPRINT.



R-TANK^{HD} & H-20 LOADS - SECTION VIEW

NOTES
1. THIS PORT IS USED TO PUMP WATER INTO THE SYSTEM AND RE-SUSPEND ACCUMULATED SEDIMENT SO THAT IT MAY BE PUMPED OUT.
2. MINIMUM REQUIRED MAINTENANCE INCLUDES A QUARTERLY INSPECTION DURING THE FIRST YEAR OF OPERATION AND A YEARLY INSPECTION THEREAFTER. FLUSH AS NEEDED.
3. ONLY R-TANK^{HD} AND R-TANK^{SD} MAY BE USED IN TRAFFIC APPLICATIONS.
4. SEE TRAFFIC LOADING DETAIL FOR MINIMUM & MAXIMUM COVER REQUIREMENTS.



R-TANK^{HD} TYPICAL MAINTENANCE PORT

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CASINO BEACH PARKING AREA
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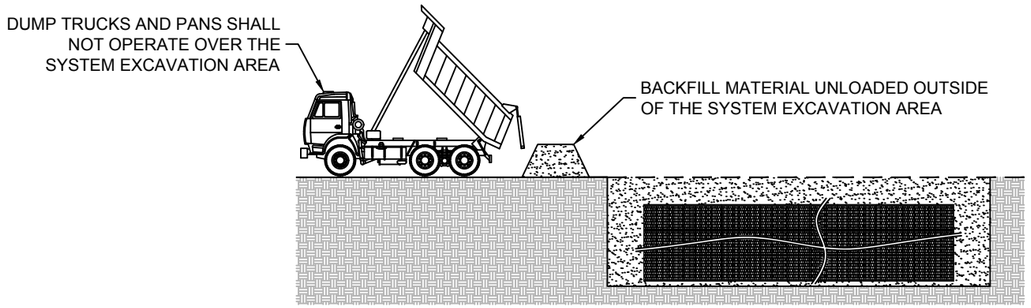
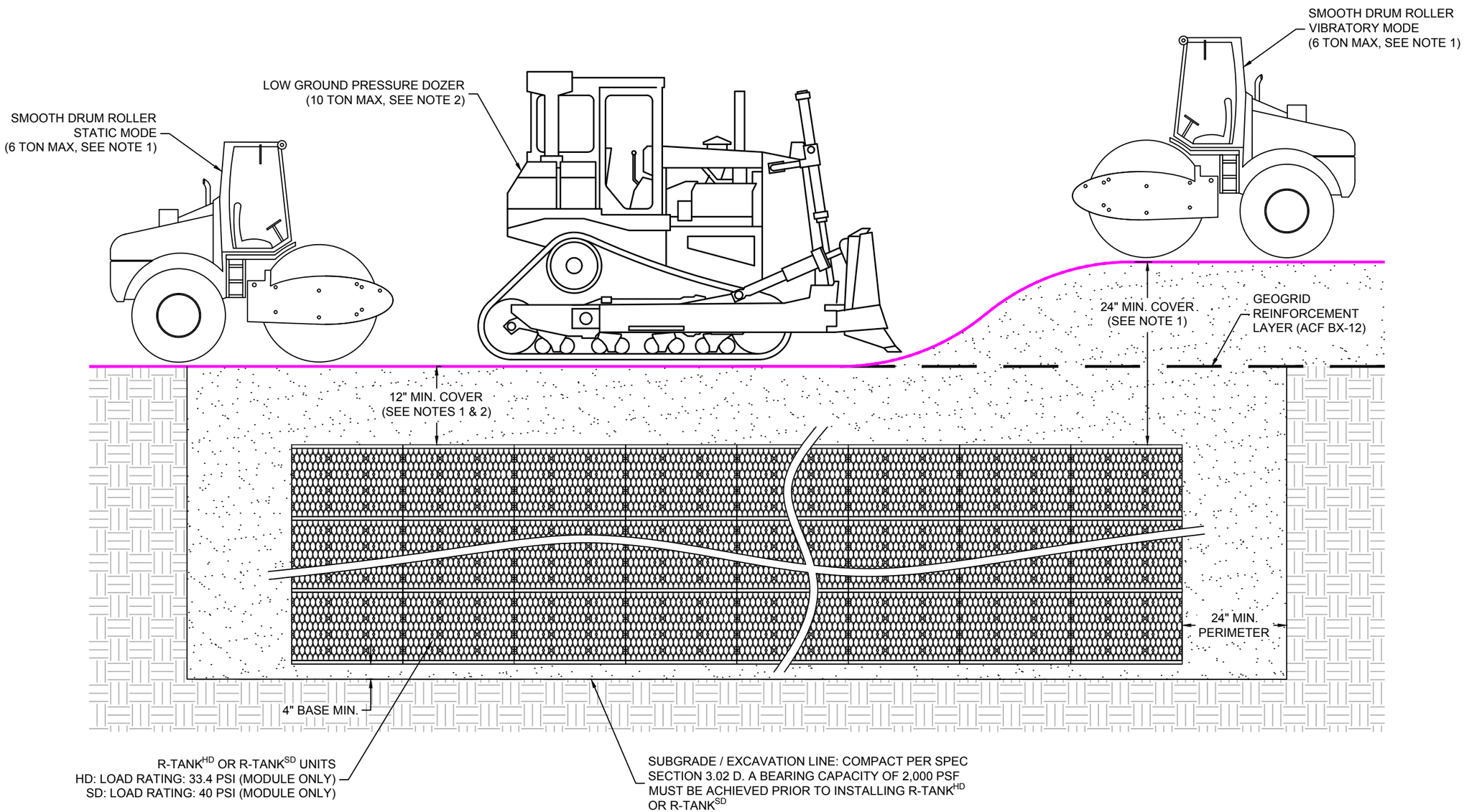


DUMP TRUCK DETAIL (SEE NOTE 3)

NOTES:

1. FOLLOWING PLACEMENT OF SIDE BACKFILL, A UNIFORM 12" LIFT OF THE FREELY DRAINING MATERIAL (SPEC SECTION 2.03 B) SHALL BE PLACED OVER THE R-TANK AND LIGHTLY COMPACTED USING A WALK-BEHIND TRENCH ROLLER. ALTERNATELY, A ROLLER (MAXIMUM GROSS VEHICLE WEIGHT OF 6 TONS) MAY BE USED. ROLLER MUST REMAIN IN STATIC MODE UNTIL A MINIMUM OF 24" OF COVER HAS BEEN PLACED OVER THE MODULES. SHEEP FOOT ROLLERS SHOULD NOT BE USED. **SPEC SECTION 3.05 A**
2. ONLY LOW PRESSURE TIRE OR TRACK VEHICLES (LESS THAN 7 PSI AND OPERATING WEIGHT OF LESS THAN 20,000 LBS) SHALL BE OPERATED OVER THE R-TANK SYSTEM DURING CONSTRUCTION. **SPEC SECTION 3.05 B**
3. DUMP TRUCKS AND PANS SHALL NOT BE OPERATED WITHIN THE R-TANK SYSTEM AT ANY TIME. WHERE NECESSARY, THE HEAVY EQUIPMENT SHOULD UNLOAD IN AN AREA ADJACENT TO THE R-TANK SYSTEM AND THE MATERIAL SHOULD BE MOVED OVER THE SYSTEM WITH TRACKED EQUIPMENT. **SPEC SECTION 3.05 B**
4. ENSURE THAT ALL UNRELATED CONSTRUCTION TRAFFIC IS KEPT AWAY FROM THE LIMITS OF EXCAVATION UNTIL THE PROJECT IS COMPLETE AND FINAL SURFACE MATERIALS ARE IN PLACE. NO NON-INSTALLATION RELATED LOADING SHOULD BE ALLOWED OVER THE R-TANK SYSTEM UNTIL THE FINAL DESIGN SECTION HAS BEEN CONSTRUCTED (INCLUDING PAVEMENT). **SPEC SECTION 3.05 C**
5. SEE R-TANK INSTALLATION GUIDE OR CONTACT YOUR LOCAL ACF REPRESENTATIVE FOR ADDITIONAL INFORMATION.



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R-TANK^HD CONSTRUCTION EQUIPMENT COVER DETAIL
CASINO BEACH PARKING AREA
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R-TANK SPECIFICATION

PART 1 - GENERAL

1.01 Related Documents
A. Drawings, technical specification and general provisions of the Contract as modified herein apply to this section.

1.02 Description of Work Included
A. Provide excavation and base preparation per geotechnical engineer's recommendations and/or as shown on the design drawings, to provide adequate support for project design loads and safety from excavation sidewall collapse. Excavations shall be in accordance with the owner's and OSHA requirements.
B. Provide and install R-Tank, R-TankHD, or R-TankSD system (hereafter called R-Tank) and all related products including fill materials, geotextiles, geogrids, inlet and outlet pipe with connections per the manufacturer's installation guidelines provided in this section.
C. Provide and construct the cover of the R-Tank system including; stone backfill, structural fill cover, and pavement section as specified.
D. Protect R-Tank system from construction traffic after installation until completion of all construction activity in the installation area.

1.03 Quality Control
A. All materials shall be manufactured in ISO certified facilities.
B. Installation Contractor shall demonstrate the following experience:
1. A minimum of three R-Tank or equivalent projects completed within 2 years; and,
2. A minimum of 25,000 cubic feet of storage volume completed within 2 years.
3. Contractor experience requirement may be waived if the manufacturer's representative provides on-site training and review during construction.
C. Installation Personnel: Performed only by skilled workers with satisfactory record of performance on bulk earthworks, pipe, chamber, or pond/landfill construction projects of comparable size and quality.
D. Contractor must have manufacturer's representative available for site review if requested by Owner.

1.04 Submittals
A. Submit proposed R-Tank layout drawings. Drawings shall include typical section details as well as the required base elevation of stone and tanks, minimum cover requirements and tank configuration.
B. Submit manufacturer's product data, including compressive strength and unit weight.
C. Submit manufacturer's installation instructions.
D. Submit R-Tank sample for review. Reviewed and accepted samples will be returned to the Contractor.
E. Submit material certificates for geotextile, geogrid, base course and backfill materials.
F. Submit required experience and personnel requirements as specified in Section 1.03.
G. Any proposed equal alternative product substitution to this specification must be submitted for review and approved prior to bid opening. Review package should include third party reviewed performance data that meets or exceeds criteria in Table 2.01 B.

1.05 Delivery, Storage, and Handling
A. Protect R-Tank and other materials from damage during delivery, and store UV sensitive materials under tarp to protect from sunlight when time from delivery to installation exceeds two weeks. Storage of materials should be on smooth surfaces, free from dirt, mud and debris.
B. Handling is to be performed with equipment appropriate to the materials and site conditions, and may include hand, handcart, forklifts, extension lifts, etc.
C. Cold weather:
1. Care must be taken when handling plastics when air temperature is 40 degrees or below as plastic becomes brittle.
2. Do not use frozen materials or materials mixed or coated with ice or frost.
3. Do not build on frozen ground or wet, saturated or muddy subgrade.

1.06 Preinstallation Conference.
A. Prior to the start of the installation, a preinstallation conference shall occur with the representatives from the design team, the general contractor, the excavation contractor, the R-Tank installation contractor, and the manufacturer's representative.

1.07 Project Conditions
A. Coordinate installation for the R-Tank system with other on-site activities to eliminate all non-installation related construction traffic over the completed R-Tank system. No loads heavier than the design loads shall be allowed over the system, and in no case shall loads higher than a standard AASHTO HS20 (or HS25, depending on design criteria) load be allowed on the system at any time.
B. Protect adjacent work from damage during R-Tank system installation.
C. All pre-treatment systems to remove debris and heavy sediments must be in place and functional prior to operation of the R-Tank system. Additional pretreatment measures may be needed if unit is operational during construction due to increased sediment loads.
D. Contractor is responsible for any damage to the system during construction.

PART 2 - PRODUCTS

2.01 R-Tank Units
A. R -Tank - Injection molded plastic tank plates assembled to form a 95% void modular structure of predesigned height (custom for each project).
B. R-Tank units shall meet the following Physical & Chemical Characteristics:

PROPERTY	DESCRIPTION	R-Tank^{LD} VALUE	R-Tank^{HD} VALUE	R-Tank^{SD} VALUE
Void Area	Volume available for water storage	95%	95%	95%
Surface Void Area	Percentage of exterior available for infiltration	90%	90%	90%
Compressive Strength	ASTM D 2412 / ASTM F 2418	30.0 psi	33.4 psi	42.9 psi
HS-20 Minimum Cover	Cover required to support HS-20 loads	N/A	20"	18"
HS-25 Minimum Cover	Cover required to support HS-25 loads	N/A	24"	19"
Maximum Cover	Maximum allowable cover depth	3 feet	< 7 feet	< 10 feet
Unit Weight	Weight of plastic per cubic foot of tank	3.29 lbs / cf	3.62 lbs/cf	3.96 lbs / cf
Rib Thickness	Thickness of load-bearing members	0.18 inches	0.18 inches	0.18 inches
Service Temperature	Safe temperature range for use	-14 – 167° F	-14 – 167° F	-14 – 167° F

2.02 Geosynthetics
A. Geotextile. A geotextile envelope is required to prevent backfill material from entering the R-Tank modules.
1. Standard Application: The standard geotextile shall be an 8 oz per square yard nonwoven geotextile (ACF N080 or equivalent).
2. Infiltration Applications: When water must infiltrate/exfiltrate through the geotextile as a function of the system design, a woven monofilament (ACF M200 or equivalent) shall be used.
B. Geogrid. For installations subject to traffic loads and/or when required by project plans, install geogrid (ACF BX12 or equivalent) to reinforce backfill above the R-Tank system. Geogrid is often not required for non-traffic load applications.

2.03 Backfill & Cover Materials
A. Bedding Materials: Stone (smaller than 1.5" in diameter) or soil (GW, GP, SW, or SP as classified by the Unified Soil Classification System) shall be used below the R-Tank system (3" minimum). Material must be free from lumps, debris, and any sharp objects that could cut the geotextile. Material shall be within 3 percent of the optimum moisture content as determined by ASTM D698 at the time of installation. For infiltration applications bedding material shall be free draining.
B. Side and Top Backfill: Free draining stone (smaller than 1.5" in diameter) or soil (GW, GP, SW, or SP as classified by the Unified Soil Classification System) shall be used adjacent to (24" minimum) and above (for the first 12") the R-Tank system. Material must be free from lumps, debris and any sharp objects that could cut the geotextile. Material shall be within 3 percent of the optimum moisture content as determined by ASTM D698 at the time of installation.
C. Additional Cover Materials: Structural Fill shall consist of granular materials meeting the gradational requirements of SM, SP, SW, GM, GP or GW as classified by the Unified Soil Classification System. Structural fill shall have a maximum of 25 percent passing the No. 200 sieve, shall have a maximum clay content of 10 percent and a maximum Plasticity Index of 4. Material shall be within 3 percent of the optimum moisture content as determined by ASTM D698 at the time of installation.

2.04 Other Materials
A. Utility Marker: Install metallic tape at corners of R-Tank system to mark the area for future utility detection.

PART 3 - EXECUTION

3.01 Assembly of R-Tank Units
A. On-site assembly of tanks shall be performed in accordance with the R-Tank Installation Manual, Section 2.

3.02 Layout and Excavation
A. Installer shall stake out, excavate, and prepare the subgrade area to the required plan grades and dimensions, ensuring that the excavation is at least 2 feet greater than R-Tank dimensions in each direction allowing for installation of geotextile filter fabric, R-Tank modules, and free draining backfill materials.
B. All excavations must be prepared with OSHA approved excavated sides and sufficient working space.
C. Protect partially completed installation against damage from other construction traffic by establishing a perimeter with high visibility construction tape, fencing, barricades, or other means until construction is complete.
D. Base of the excavation shall be uniform, level, and free of lumps or debris and soft or yielding subgrade areas. A minimum 2,000 pounds per square foot bearing capacity is required.
1. Standard Applications: Compact subgrade to a minimum of 95% of Standard Proctor (ASTM D698) density or as required by the Owner's engineer.
2. Infiltration Applications: Subgrade shall be prepared in accordance with the contract documents. Compaction of subgrade should not be performed in infiltration applications.
E. Unsuitable Soils or Conditions: All questions about the base of the excavation shall be directed to the owner's engineer, who will approve the subgrade conditions prior to placement of stone. The owner's engineer shall determine the required bearing capacity of the R-Tank subgrade; however in no case shall a bearing capacity of less than 2,000 pounds per square foot be provided.
1. If unsuitable soils are encountered at the subgrade, or if the subgrade is pumping or appears excessively soft, repair the area in accordance with contract documents and/or as directed by the owner's engineer.
2. If indications of the water table are observed during excavation, the engineer shall be contacted to provide recommendations.
3. Do not start installation of the R-Tank system until unsatisfactory subgrade conditions are corrected and the subgrade conditions are accepted by the owner's engineer.

3.03 Preparation of Base
A. Place a thin layer (3" unless otherwise specified) of bedding material (Section 2.03 A), over the subgrade to establish a level working platform for the R-Tank modules. Level to within ½" (+/- ¼") or as shown on the plans. Native subgrade soils or other materials may be used if determined to meet the requirements of 2.03 A and are accepted by the owner's engineer.
1. Standard Applications: Static roll or otherwise compact bedding materials until they are firm and unyielding.
2. Infiltration Applications: Bedding materials shall be prepared in accordance with the contract documents.
B. Outline the footprint of the R-Tank system on the excavation floor using spray paint or chalk line to ensure a 2' perimeter is available around the R-Tank system for proper installation and compaction of backfill.

3.04 Installation of the R-Tanks
A. Where a geotextile wrap is specified on the stone base, cut strips to length and install in excavation, removing wrinkles so material lays flat. Overlap geotextile a minimum 12" or as recommended by manufacturer.
B. Where an impervious liner (for containment) is specified, install the liner per manufacturer's recommendations and the contract documents. The R-Tank units shall be separated from impervious liner by a non-woven geotextile fabric installed accordance with Section 3.04A.
C. Install R-Tank modules by placing side by side, in accordance with the design drawings. No lateral connections are required. It is advisable to use a string line to form square corners and straight edges along the perimeter of the R-Tank system. The modules are to be oriented as per the design drawing (15.75" x 28.15") with required depth as shown on plans. The large side plate of the tank should be placed on the perimeter of the system. This will typically require that the two ends of the tank area will have a row of tanks placed perpendicular to all other tanks. If this is not shown in the construction drawings, it is a simple field adjustment that will have minimal effect on the overall system footprint. Refer to R-Tank Installation Guide for more details.
D. Wrap the R-Tank top and sides in specified geotextile. Cut strips of geotextile so that it will cover the sides and top, encapsulating the entire system to prevent soil entry into the system. Overlap geotextile 12" or as recommended by manufacturer. Take great care to avoid damage to geotextile (and, if specified, impervious liner) during placement.
E. Identify locations of inlet, outlet and any other penetrations of the geotextile (and optional liner). These connections should be installed flush (butted up to the R-Tank) and the geotextile fabric shall be cut to enable hydraulic continuity between the connections and the R-Tank units. These connections shall be secured using pipe boots with stainless steel pipe clamps. Support pipe in trenches during backfill operations to prevent pipe from settling and damaging the geotextile, impervious liner (if specified) or pipe. Connecting pipes at 90 degree angles facilitates construction, unless otherwise specified. Ensure end of pipe is installed snug against R-Tank system.
F. Install Inspection and Maintenance Ports in locations noted on plans. At a minimum one maintenance port shall be installed within 10' of each inlet & outlet connection, and with a maximum spacing of one maintenance port for every 2,500 square feet. Install all ports as noted in the R-Tank Installation Guide.
G. If required, install ventilation pipes and vents as specified on drawings to provide ventilation for proper hydraulic performance. The number of pipes and vents will depend on the size of the system. Vents are often installed using a 90 degree elbow with PVC pipe into a landscaped area with 'U" bend or venting bollard to inhibit the ingress of debris. A ground level concrete or steel cover can be used.

3.05 Backfilling of the R-Tank Units
A. Backfill and fill with recommended materials as follows:
1. Place freely draining backfill materials (Section 2.03 B) around the perimeter in lifts with a maximum thickness of 12". Each lift shall be placed around the entire perimeter such that each lift is no more than 24" higher than the side backfill along any other location on the perimeter of the R-Tank system. No fill shall be placed over top of tanks until the side backfill has been completed.
2. Each lift shall be compacted at the specified moisture content to a minimum of 95% of the Standard Proctor Density until no further densification is observed (for self-compacting stone materials). The side lifts must be compacted with walk behind compaction equipment. Even when "self-compacting" backfill materials are selected, a walk behind vibratory compactor must be used.
3. Take care to ensure that the compaction process does not allow the machinery to come into contact with the modules due to the potential for damage to the geotextile and R-Tank units.
4. No compaction equipment is permissible to operate directly on the R-Tank modules.
5. Following placement of side backfill, a uniform 12" lift of the freely draining material (Section 2.03 B) shall be placed over the R-Tank and lightly compacted using a walk-behind trench roller. Alternately, a roller (maximum gross vehicle weight of 6 tons) may be used. Roller must remain in static mode until a minimum of 24" of cover has been placed over the modules. Sheep foot rollers should not be used.
6. Install a geogrid (required for traffic applications) over the initial 12" lift of backfill. Geogrid shall extend a minimum of 3 feet beyond the limits of the excavation wall.
7. Following placement and compaction of the initial cover, subsequent lifts of structural fill (Section 2.03 C) shall be placed at the specified moisture content and compacted to a minimum of 95% of the Standard Proctor Density and shall cover the entire footprint of the R-Tank system. During placement of fill above the system, unless otherwise specified, a uniform elevation of fill shall be maintained to within 12" across the footprint of the R-Tank system. Do not exceed maximum cover depths listed in Table 2.01 B.
8. Place additional layers of geotextile and/or geogrid at elevations as specified in the design details. Each layer of geosynthetic reinforcement placed above the R-Tank system shall extend a minimum of 3 feet beyond the limits of the excavation wall.
B. Only low pressure tire or track vehicles shall be operated over the R-Tank system during construction. No machinery should drive on top of the tank until a minimum of 18" of backfill and compaction is achieved. Dump Trucks and Pans shall not be operated within the R-Tank system footprint at any time. Where necessary the heavy equipment should unload in an area adjacent to the R-Tank system and the material should be moved over the system with tracked equipment.
C. Ensure that all unrelated construction traffic is kept away from the limits of excavation until the project is complete and final surface materials are in place. No non-installation related loading should be allowed over the R-Tank system until the final design section has been constructed (including pavement).
D. Place surfacing materials, such as groundcovers (no large trees), or paving materials over the structure with care to avoid displacement of cover fill and damage to surrounding areas.
E. Backfill depth over R-Tank system must be within the limitations shown in the table in Section 2.01 B. If the total backfill depth does not comply with this table, contact engineer or manufacturer's representative for assistance.

PART 4 - USING THE SYSTEM

4.01 Maintenance Requirements
A. A routine maintenance effort is required to ensure proper performance of the R-Tank system. The Maintenance program should be focused on pretreatment systems. Ensuring these structures are clean and functioning properly will reduce the risk of contamination of the R-Tank system and stormwater released from the site. Pre-treatment systems shall be inspected yearly, or as directed by the regulatory agency and by the manufacturer (for proprietary systems). Maintain as needed using acceptable practices or following manufacturer's guidelines (for proprietary systems).
B. Inspection and/or Maintenance Ports in the R-Tank system will need to be inspected for accumulation of sediments at least quarterly through the first year of operation and at least yearly thereafter. This is done by removing the cap of the port and using a measuring device long enough to reach the bottom of the R-Tank system and stiff enough to push through the loose sediments, allowing a depth measurement.
C. If sediment has accumulated to the level noted in the R-Tank Maintenance Guide or beyond a level acceptable to the Owner's engineer, the R-Tank system should be flushed.
D. A flushing event consists of pumping water into the Maintenance Port and/or adjacent structure, allowing the turbulent flows through the R-Tank system to re-suspend the fine sediments. If multiple Maintenance Ports have been installed, water should be pumped into each port to maximize flushing efficiency. Sediment-laden water can be filtered through a Dirtbag or approved equivalent if permitted by the locality.

DATE	REVISION

FOR ADDITIONAL INFORMATION PLEASE CONTACT:
ACF ENVIRONMENTAL 1-800-448-3636
www.acfenvironmental.com

ENVIRONMENTAL
LET'S GET IT DONE

R-TANK SPECIFICATION
CASINO BEACH PARKING AREA
ESCAMBIA, FL
SITE DESIGNATION: INFILTRATION SYSTEM
ACF ENVIRONMENTAL, 1-800-448-3636, www.acfenvironmental.com

DRAWN BY
EDQ

DATE
03/15/18

SHEET NO.
23 OF 31

KENNETH W. POWERS
LICENSE
No. 78362
STATE OF FLORIDA
PROFESSIONAL ENGINEER
5-4-18

INSTALL SINGLE LUMINAIRE LI
SEE DETAILS

ART PICKENS ROAD

2- 1 ¼" CONDUITS WITH 215 LB PULL CORD
STUB UP IN JUNCTION BOX FOR FUTURE USE

LEO ONLY

LEO ONLY

JB

E

A/C

T

COASTAL CONSTRUCTION CONTROL LINE
PLAT BOOK 13, PAGE 23 A-O

S 10°48'31" E 12.44'

N 80°14'53" E 978.36'

BLOCK A

APPROXIMATE LOCATION EXISTING DUNE

N

W E

S

20 10 0 20

GRAPHIC SCALE IN FEET

FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:

R/W	Right of way
BM	Benchmark
ELEV	Elevation
INV	Invert
P.C.C.	Point of compound curvature
P.I.	Point of intersection
S.R.I.A.	Santa Rosa Island Authority
	1/2" Capped iron rod found #1748
	1/2" Capped iron rod set #7073
	4¾4?Concrete monument found #noted
	Nail and flag set
	Backflow preventor
E	Electric equipment
	Fire hydrant
	Flag pole
	Ground light
	Light pole with base
	Road sign
	Soil boring
	Sewer clean-out
	Sprinkler control valve
	Sanitary sewer manhole
	Sewer valve marker
T	Telephone equipment
	Gas marker
	Telephone marker
	Water meter
	Water valve
	Wood post
	Guard post
— G —	Gas line
— SS —	Sanitary sewer line
— UE —	Underground electric line
— W —	Waterline
— FM —	Force main
	Palm tree
	- CAPPED REBAR FOUND
	- SHRUB
	- TREE
HDPE	- HIGH DENSITY POLYETHYLENE PIPE
PB	- PLAT BOOK
RCP	- REINFORCED CONCRETE PIPE
PVC	- POLYVINAL CHLORIDE
INV	- INVERT OF STRUCTURE
TE	- THROAT ELEVATION
RE	- RIM ELEVATION
INV	- INVERT OF STRUCTURE
IE	- INVERT ELEVATION OF PIPE

PROPOSED DEMOLITION

RIGHT TURN LANE ASHALT

PROPOSED ASPHALT

EXISTING ASPHALT

PROPOSED STAMPED ASPHALT

PROPOSED CONCRETE

10 EXISTING CONTOUR

10 PROPOSED CONTOUR

SPLIT RAIL FENCE

SF SF SILT FENCE

FLOW ARROW

XX.XX PROPOSED SPOT ELEVATION

EX. XX.XX EXISTING SPOT ELEVATION

JB JUNCTION BOX

PROPOSED LIGHT POLE, NUMBER AND ARRANGEMENT OF LUMINAIRES AS SHOWN

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

PROPOSED LIGHTING PLAN

VOLKERT
Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-8935

DRAWN BY:	AMY O'LAUGHLIN
DATE:	MAY 2018
FIELD BOOK:	PAGES
DESIGNED BY:	KEN POWERS, PE
QA/QC MANAGER:	DAVID FORTE
CHECKED BY:	
DISTRICT:	4
SECTION - TOWNSHIP - RANGE	
REG. # FL 6916	78362
SIGNATURE	
DATE:	

NUMBER	REVISIONS	DATE
		APPROVED BY

DRAWING NUMBER

PROJECT NUMBER 635501

SURVEY NUMBER

SHEET 24 OF 31

KENNETH W. POWERS
LICENSE
No. 78362
STATE OF FLORIDA
PROFESSIONAL ENGINEER
5-4-18

INSTALL SINGLE LUMINAIR
SEE DETAILS

PORT PICKENS ROAD

2- 1 ¼" CONDUITS WITH 215 LB PULL CORD
STUB UP IN JUNCTION BOX FOR FUTURE USE

LEO ONLY

FLT-SCL2-TYPE3 TWIN
MH: 15

FLT-SCL2-TYPE5 - 3 @ 90
MH: 15

FLT-SCL2-TYPE3 SINGLE
MH: 15

FLT-SCL2-TYPE5 - 4
MH: 15

FLT-SCL2-TYPE5 2@180
MH: 15

FLT-SCL2-TYPE3 TWIN
MH: 15

FLT-SCL2-TYPE3 TWIN
MH: 15

FLT-SCL2-TYPE3 TWIN
MH: 15

FLT-SCL2-TYPE3 TWIN
MH: 15

FLT-SCL2-TYPE3 SINGLE
MH: 15

S 10°48'31" E
12.44'

N 80°14'53" E 978.36'

COASTAL CONSTRUCTION CONTROL LINE
PLAT BOOK 13, PAGE 23 A-O

N
W E
S

20 10 0 20
GRAPHIC SCALE IN FEET

FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:

R/W	Right of way
BM	Benchmark
ELEV	Elevation
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P.C.C.	Point of compound curvature
P.I.	Point of intersection
S.R.I.A.	Santa Rosa Island Authority
	1/2" Capped iron rod found #1748
	1/2" Capped iron rod set #7073
	4?x4?Concrete monument found #note
	Nail and flag set
	Backflow preventor
E	Electric equipment
	Fire hydrant
	Flag pole
	Ground light
	Light pole with base
	Road sign
	Soil boring
	Sewer clean-out
	Sprinkler control valve
	Sanitary sewer manhole
	Sewer valve marker
T	Telephone equipment
	Gas marker
	Telephone marker
	Water meter
	Water valve
	Wood post
	Guard post
G	Gas line
SS	Sanitary sewer line
UE	Underground electric line
W	Waterline
FM	Force main
	Palm tree
	- CAPPED REBAR FOUND
	- SHRUB
	- TREE

HDPE	- HIGH DENSITY POLYETHYLENE PIPE
PB	- PLAT BOOK
RCP	- REINFORCED CONCRETE PIPE
PVC	- POLYVINAL CHLORIDE
INV	- INVERT OF STRUCTURE
TE	- THROAT ELEVATION
RE	- RIM ELEVATION
INV	- INVERT OF STRUCTURE
IE	- INVERT ELEVATION OF PIPE

PROPOSED DEMOLITION

RIGHT TURN LANE ASHALT

PROPOSED ASPHALT

EXISTING ASPHALT

PROPOSED STAMPED ASPHALT

PROPOSED CONCRETE

10 EXISTING CONTOUR

10 PROPOSED CONTOUR

SPLIT RAIL FENCE

SF SF SILT FENCE

FLOW ARROW

XX.XX PROPOSED SPOT ELEVATION

EX. XX.XXEXISTING SPOT ELEVATION

JB JUNCTION BOX

PROPOSED LIGHT POLE, NUMBER AND ARRANGEMENT OF LUMINAIRES AS SHOWN

Luminaire Schedule

Symbol	Qty	Label	Arrangement	LLF	Description	Filename
	3	FLT-SCL2	4 @ 90 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	5	FLT-SCL2	TWIN	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies
	2	FLT-SCL2	3 @ 90 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	1	FLT-SCL2	2 @ 180 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	3	FLT-SCL2	SINGLE	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING	Illuminance	Fc	0.60	1.8	0.1	6.00	18.00
Driveway	Illuminance	Fc	0.47	1.1	0.1	4.70	11.00
South Parking	Illuminance	Fc	0.77	1.8	0.3	2.57	6.00
West Parking	Illuminance	Fc	0.60	1.1	0.4	1.50	2.75

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

PROPOSED PHOTOMETRIC PLAN

VOLKERT
Engineering ★ Surveying ★ Planning
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-8935

DESIGNED BY: KEN POWERS, PE
QA/QC MANAGER: DAVID FORTE
DRAWN BY: AMY OLAUGHLIN
DATE: MAY 2018
FIELDBOOK/ PAGES:
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DISTRICT: 4
SECTION/ TOWNSHIP/ RANGE
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REGISTRATION NO. 78362
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APPROVED BY
DATE
REVISIONS
NUMBER

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 25 OF 31

KENNETH W. POWERS
LICENSE
No. 78362
STATE OF FLORIDA
PROFESSIONAL ENGINEER
5-4-18

INSTALL SINGLE LUMINAIRE LIGHT POLE
SEE DETAILS

EXISTING STREET LIGHT TO REMAIN

15'

7'

FORT PICKENS ROAD

48-84-B16
NOT FOUND
N 494482.75
E 1135444.27

15'

7'

INSTALL SINGLE LUMINAIRE LIGHT POLE
SEE DETAILS

TOP = 9.48'
INV = 3.16'
36" CP

INV = 3.27'
36" CP

ELECTRICAL LEGEND

- EXISTING STREET LIGHT TO REMAIN
- PROPOSED LIGHT POLE, NUMBER AND ARRANGEMENTS OF LUMINAIRES AS SHOWN

N
W E
S

10 5 0 10
GRAPHIC SCALE IN FEET
FULL SIZE 1" = 10'
HALF SIZE 1" = 20'

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA
PROPOSED FT PICKENS CROSSWALK
LIGHTING PLAN

VOLKERT
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DATE: MAY 2018	QA/QC BY: DAVID FORTE	REG. FLA. ENG. NO. 78362	SIGNATURE:
FIELDBOOK: PAGES:		SECTION: TOWNSHIP: RANGE:	

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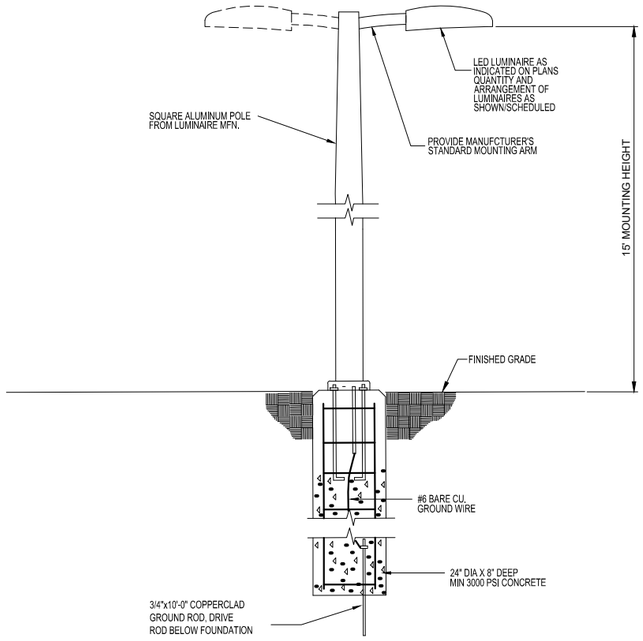
PROJECT NUMBER 635501
SURVEY NUMBER

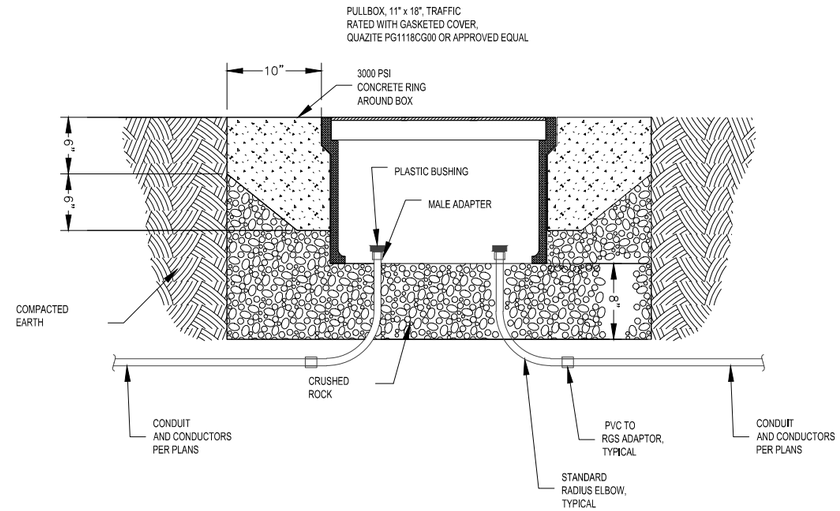


DETAIL NOTES:

1. CONCRETE FOUNDATION SHALL BE IN ACCORDANCE WITH FDOT STANDARD DRAWINGS AND SPECIFICATIONS.
2. POLES SHALL YIELD A LUMINAIRE MOUNTING HEIGHT OF APPROXIMATELY 15' UNLESS OTHERWISE NOTED.
3. ASSEMBLIES SPECIFIED ARE SOLAR TURTLE FRIENDLY LUMINAIRES PROVIDED WITH POLES AND BATTERY SYSTEM.
4. IN AREAS WITH HIGH WATER TABLE, CONTRACTOR MAY SUBSTITUTE PRE CASE FOUNDATION WITH SAME DIMENSIONS AND STRUCTURAL PROPERTIES.

GENERAL ELECTRICAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, LATEST EDITION RECOGNIZED BY THE AUTHORITY HAVING JURISDICTION, AND APPLICABLE LOCAL RULES, REGULATIONS AND ORDINANCES, COORDINATED WITH ALL DISCIPLINES.
2. UNLESS OTHERWISE NOTED, UNDERGROUND CONDUITS SHALL BE 24" BELOW GRADE AND SHALL BE SCHEDULE 40 PVC. TRANSITIONING TO RGS ABOVE GRADE; TRANSITION FROM PVC TO RGS SHALL BE MADE BELOW GRADE. INTERMEDIATE METAL CONDUIT IS NOT ACCEPTABLE.
3. ROUTING AND LOCATIONS OF EQUIPMENT SHOWN ARE APPROXIMATE; CONTRACTOR SHALL DETERMINE BEST MEANS OF ROUTING IN THE FIELD.
4. LOCATIONS OF LIGHT POLES SHALL BE STAKED BY THE CONTRACTOR PRIOR TO INSTALLATION FOR REVIEW BY OWNER AND ENGINEER.
5. POLES AND LUMINAIRES OTHER THAN THOSE SPECIFIED MAY BE SUBMITTED FOR CONSIDERATION IF SUPPORTING PHOTOMETRIC CALCULATIONS ARE ALSO PROVIDED. LUMINAIRES SHALL BE LISTED (OR BE CAPABLE OF BEING LISTED) IN FWC'S APPROVED PRODUCT LIST OF TURTLE FRIENDLY LUMINAIRES.
6. SEE LUMINAIRE SCHEDULE FOR BASIS OF LIGHTING DESIGN.



JUNCTION BOX
N.T.S.

DETAIL NOTES:

1. PROVIDE CONDUITS AND CONDUCTORS AS DENOTED ON PLAN SHEETS.

LUMINAIRE SCHEDULE
SCALE: NTS

Luminaire Schedule

Symbol	Qty	Label	Arrangement	LLF	Description	Filename
	3	FLT-SCL2	4 @ 90 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	5	FLT-SCL2	TWIN	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies
	2	FLT-SCL2	3 @ 90 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	1	FLT-SCL2	2 @ 180 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	3	FLT-SCL2	SINGLE	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies

BASIS OF DESIGN IS FIRST LIGHT TECHNOLOGIES SCL2 SERIES

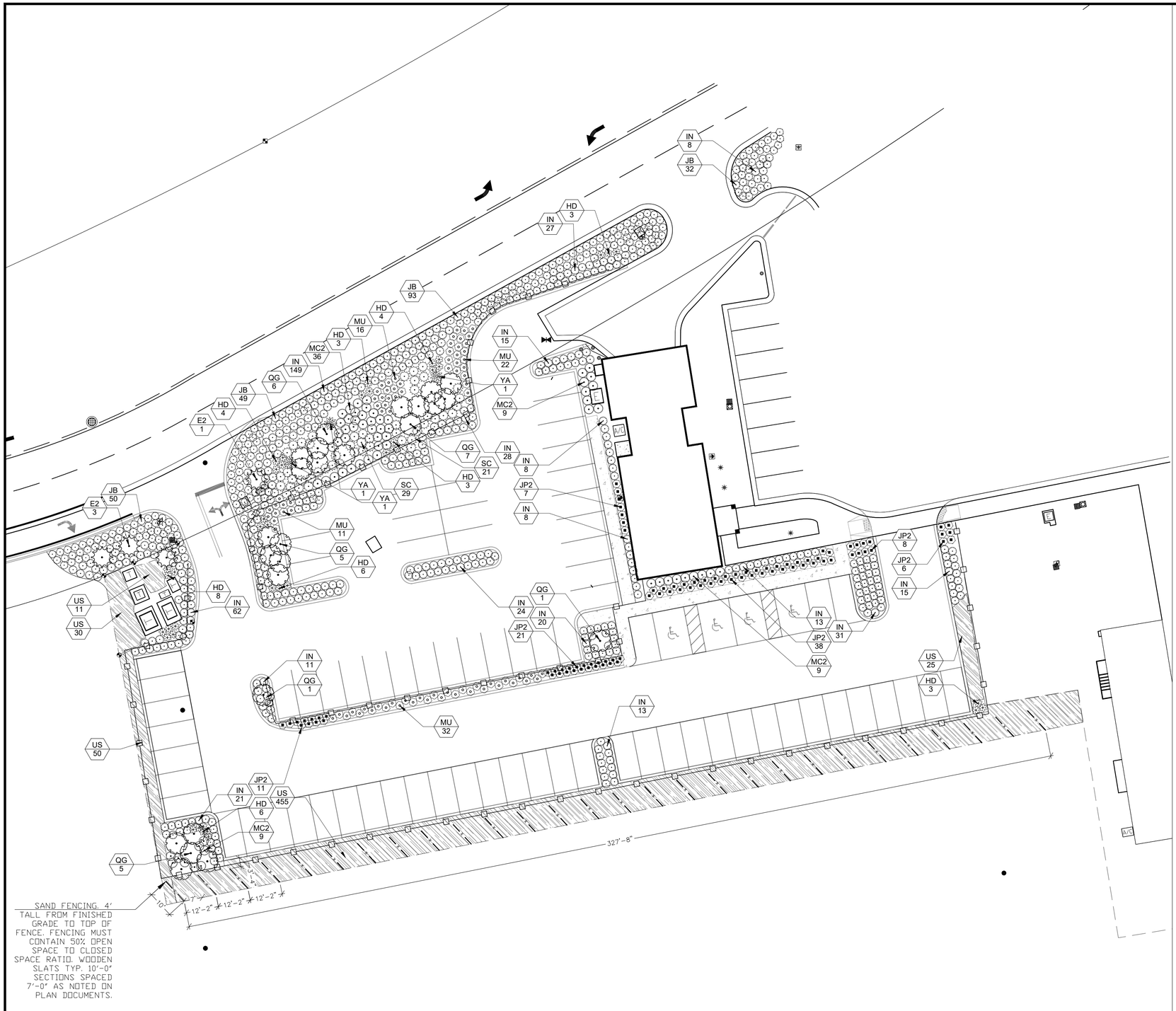
PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
LIGHTING DETAILS

VOLKERT Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-9935

DRAWN BY: AMY O'LAUGHLIN
DESIGNED BY: KEN POWERS, PE
CHECKED BY:
DATE: MAY 2018
FIELDBOOK PAGES:
REG. P.E. ENG. NO. 78362
SIGNATURE:
DISTRICT: 4
SECTION/TOWNSHIP/RANGE:

APPROVED BY | DATE | REVISIONS | NUMBER

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 27 OF 31



SAND FENCING, 4' TALL FROM FINISHED GRADE TO TOP OF FENCE. FENCING MUST CONTAIN 50% OPEN SPACE TO CLOSED SPACE RATIO. WOODEN SLATS TYP. 10'-0" SECTIONS SPACED 7'-0" AS NOTED ON PLAN DOCUMENTS.

GRAPHIC SCALE

20' 0 10' 20'

(IN FEET)
1 INCH = 20 FT.

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	CONT
	QG	25	Quercus geminata Sand Live Oak-Shrub Form	3 gal
	E2	4	Sabel Palmetto Existing Palmetto to Remain	Existing

SHRUBS	CODE	QTY	BOTANICAL NAME	CONT	SPACING
	HD	40	Helianthus debilis Cucumberleaf Sunflower	3 gal	36" o.c.
	IN	453	Ilex vomitoria `Nana` Dwarf Yaupon	3 gal	36" o.c.
	JP2	91	Juniperus chinensis `Parsonii` Parsoni Juniper	3 gal	36" o.c.
	JB	224	Juniperus conferta `Blue Pacific` Blue Pacific Juniper	3 gal	36" o.c.
	MU	81	Muhlenbergia capillaris Pink Muhly	3 gal	36" o.c.
	MC2	63	Myrica cerifera `Pumila` Dwarf Wax Myrtle	3 gal	42" o.c.
	SC	50	Serenoa repens `Cinerea` Silver Saw Palmetto	3 gal	48" o.c.
	YA	3	Yucca aloifolia Spanish Bayonet	3 gal	60" o.c.

SHRUB AREAS	CODE	QTY	BOTANICAL NAME	CONT	SPACING
	US	571	Uniola paniculata Sea Oats	4" pot	36" o.c.

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

100% LANDSCAPE PLAN

ESCAMBIA COUNTY • FLORIDA

VOLKERT
Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-8935

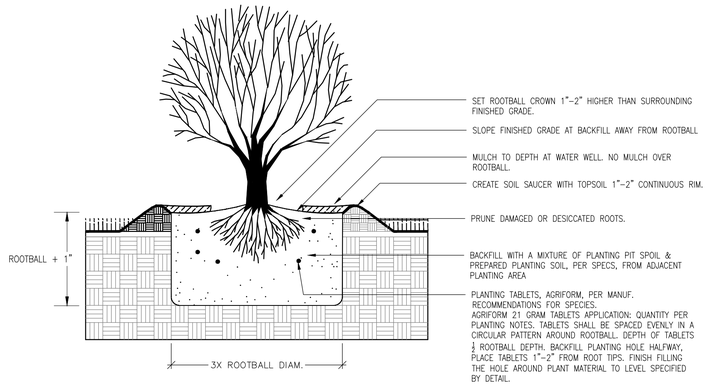
DRAWN BY: AMY OLAUGHLIN
DESIGNED BY: MIKE WARNKE
CHECKED BY:
DATE: MAY 2018
QA/QC MANAGER: DAVID FORTE
DISTRICT: 4
FIELDBOOK: PAGES:
SECTION - TOWNSHIP - RANGE
REG. LANDSCAPE NO.: 6409
SIGNATURE:
SIGNATURE:

NUMBER | REVISIONS | DATE | APPROVED BY

DRAWING NUMBER LS101
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 28 OF 31

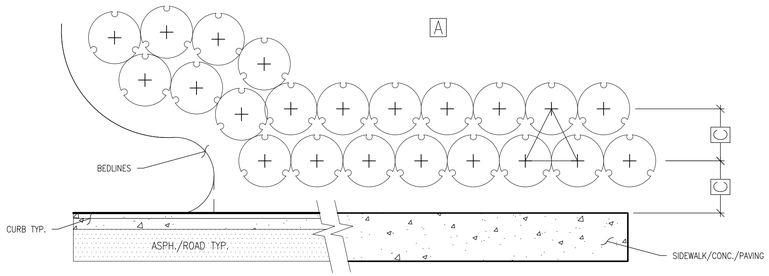
JAMES STEVEN LANDSCAPE ARCHITECT 6667043 STATE OF FLORIDA
INVALID WITHOUT SIGNATURE

Jerry Pate Design
201 SCHUBERT DRIVE · PENSACOLA, FL 32504
850-479-8433 WWW.JERRYPATEDESIGN.COM



01 SHRUB PLANTING - BARE ROOT

N.T.S.



A – SHRUBS AND GROUNDCOVERS ADJACENT TO STRAIGHT EDGES SHALL BE TRIANGULAR SPACED IN ROWS PARALLELED TO THE STRAIGHT EDGE.

B – SHRUBS AND GROUNDCOVERS ADJACENT TO CURVED EDGES SHALL BE PLANTED IN ROWS PARALLEL TO THE CURVED EDGES. CURVED EDGES TO BE VERY SMOOTH RADII.

C – FIRST ROW OF SHRUBS ADJACENT TO CURB, BEDLINES & CONCRETE SHALL BE A SPACED A DISTANCE OF THE ENTIRE SPACING (IN INCHES) SPECIFIED ON THE PLANT SCHEDULE.

02 TYPICAL SPACING DETAIL

N.T.S.

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PLANS AND WRITTEN NOTES. NO SUBSTITUTIONS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT, JERRY PATE DESIGN.
2. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB. THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN ON THE PLANS.
3. LANDSCAPE MATERIALS SHALL BE ADJUSTED IN THE FIELD TO AVOID CONFLICTS WITH ANY PROPOSED OR REMAINING UTILITY STRUCTURES, DRAINAGE STRUCTURES, DITCHES, UNDER DRAINS, DITCH BLOCKS, STORM WATER FACILITIES AND DRAINAGE DISCHARGE PATHS, EXISTING SIGNAGE, AND EXISTING LIGHTING AND THEIR APPURTENANCES. THE CONTRACTOR SHALL NOT INSTALL THE PROPOSED IMPROVEMENTS IF A CONFLICT EXISTS. ANY COSTS TO REMOVE AND/OR REPAIR WORK ADJUSTED THAT HAS NOT BEEN APPROVED PREVIOUSLY BY THE LANDSCAPE ARCHITECT SHALL BE AT THE CONTRACTOR'S EXPENSE.
4. LANDSCAPE IMPROVEMENTS SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE MOST CURRENT FDOT STANDARD SPECIFICATION 580, AND ANY OTHER PLANTING SPECIFICATIONS INCLUDED IN THE CONSTRUCTION DOCUMENTS.
5. PLANT QUANTITIES SHOWN ON THE LANDSCAPE PLAN ARE MINIMUM ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE CONTRACTOR'S OWN QUANTITY TAKE-OFF, AND SHALL PROVIDE ALL PLANT MATERIAL REQUIRED TO FILL THE PLANTING BEDS AT THE SPACING INDICATED ON THE PLANTING SCHEDULE.
6. PLANTING FOR ALL PLANT MATERIAL AND THE PROTECTION OF EXISTING TREES TO REMAIN SHALL BE IN ACCORDANCE WITH THE MOST CURRENT FDOT DESIGN STANDARD INDEX 987, AND THE DETAILS IN THE CONSTRUCTION DOCUMENTS.
7. THE CONTRACTOR SHALL INSURE THAT, PRIOR TO MOVING ON SITE, ALL EQUIPMENT WHICH LAST OPERATED IN PLACES KNOW TO BE INFESTED WITH NOXIOUS WEEDS IS FREE OF SOIL, SEEDS, VEGETATIVE MATTER, OR OTHER DEBRIS THAT COULD CONTAIN OR HOLD SEEDS.
8. THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE JOB SITE. IF THE CONTRACTOR NEEDS HAZARDOUS MATERIALS TO PERFORM THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST, IN WRITING, ADVANCE PERMISSION FROM THE OWNER. IF ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL IS FOUND ON THE PROJECT, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER.
9. ANY PUBLIC LAND SURVEY SYSTEM CORNER OR ANY MONUMENT THAT PERPETUATES THE RIGHT-OF-WAY WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED BY THE CONTRACTOR. IF A MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE OWNER.

PLANTING BED PREPARATION

1. ALL TRASH, ASPHALT, CONCRETE SIGNAGE, WEEDS AND OTHER SPOILAGE SHALL BE REMOVED FROM SITE PRIOR TO MOBILIZATION OF PLANTING CONTRACTOR.
2. ALL AREAS TO BE PLANTED OR SODDED SHALL BE GRADED TO SITE SPECIFICATIONS PRIOR TO MOBILIZATION OF PLANTING CONTRACTOR.
3. CONTRACTOR SHALL CONFIRM ALL PLANTING BEDS ARE NOT COMPACTED BEYOND 85 PERCENT TO ENSURE DRAINAGE. SHOULD COMPACTED SOILS EXIST, SOILS SHALL BE EXCAVATED AND REPLACED WITH WELL-DRAINING SOIL PRIOR TO MOBILIZATION OF PLANTING CONTRACTOR. NO PARKING LOT SUB-BASE, ASPHALT MATERIAL OR CONCRETE SPOILS SHALL REMAIN IN PLANTING BEDS.
4. ALL EXISTING VEGETATION SHALL BE REMOVED IN ALL PLANTING BED AREAS UNLESS OTHERWISE NOTED ON THE PLANS. HERBICIDE MANUFACTURER SPECIFICATIONS AND INSTRUCTIONS SHALL BE FOLLOWED AS TO TREATMENT DILUTION, MIX, APPLICATION, AND TIME PERIODS BETWEEN APPLICATIONS AS APPLICABLE TO ASSURE WEEDS ARE ELIMINATED FROM THE PLANTING BEDS PRIOR TO COMMENCING PLANTING. ALL PERSONNEL INVOLVED IN THE CHEMICAL PROGRAM ARE TO RECEIVE THE PROPER TRAINING AND LICENSURE, AND FOLLOW THE OPERATING GUIDELINES PROVIDED BY FDOT FOR CHEMICAL CONTROL. CONTACT THE ESCAMBIA COUNTY EXTENSION SERVICE FOR ADDITIONAL INFORMATION REGARDING HERBICIDES, PESTICIDES, AND REQUIRED LICENSES.
5. REPRESENTATIVE SOIL SAMPLES (3 MINIMUM) FROM VARYING AREAS THROUGHOUT THE PROJECT SHALL BE TAKEN AND PROVIDED TO THE OWNER'S REPRESENTATIVE PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF ANY IMPROPER SOIL CONDITION INCLUDING NUTRITIONAL DEFICIENCIES, WETNESS, MUCK, DEBRIS, ETC. AND SHALL RECOMMEND TO THE LANDSCAPE ARCHITECT, PRIOR TO INSTALLATION, ALL SOIL AMENDMENTS THAT MAY BE NECESSARY TO PROMOTE HEALTHY VIGOROUS PLANT GROWTH. THE SOIL SAMPLE TEST RESULTS SHALL INCLUDE, AT A MINIMUM, PH, PRIMARY MACRONUTRIENTS, MICRONUTRIENTS, PERCENTAGE OF ORGANIC MATTER, AND SOIL TEXTURE. SUBMIT ALL SOIL SAMPLES AND AMENDMENT RECOMMENDATIONS TO THE LANDSCAPE ARCHITECT FOR REVIEW. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR ALL APPROPRIATE SOIL AMENDMENTS AND A PROPERLY PREPARED FINISHED SOIL LAYER IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS 162 AND 967.
6. ALL SOIL AMENDMENTS SHALL BE ADDED TO THE PLANTING BEDS AND INCORPORATED INTO THE SOIL PRIOR TO COMMENCING FINAL GRADING AND PLANTING. ALL BEDS SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE WITH NO AREAS WHERE STANDING WATER COULD OCCUR.
7. ALL PLANTING BED AREAS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE TO ASSURE THAT WEEDS WILL BE CONTROLLED

UTILITY NOTES

1. THE LOCATIONS OF THE UTILITIES SHOWN ON THE PLANS SHOULD BE CONSIDERED APPROXIMATE ONLY, AND INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
2. THE CONTRACTOR SHALL NOTIFY ALL UTILITIES TWO BUSINESS DAYS PRIOR TO DEMOLITION AND/OR EXCAVATION. CALL 'SUNSHINE STATE ONE CALL SYSTEM"1-800-432-4770 (OR811) SO THAT UNDERGROUND UTILITIES MAY BE FIELD LOCATED.
3. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES DURING CONSTRUCTION. NO UTILITY IS TO BE RELOCATED. PLANTING SHALL BE ADJUSTED HORIZONTALLY, AT THE DIRECTION OF THE LANDSCAPE ARCHITECT, TO ADDRESS ANY UTILITY CONFLICTS.

PLANTING NOTES

1. THE LANDSCAPE INSTALLATION MUST BE PROPERLY SEQUENCED WITH OTHER CONSTRUCTION SO THAT THE LANDSCAPE IS NOT DAMAGED BY OTHER WORK/TRADES AND VICE VERSA.
2. THE CONTRACTOR SHALL VERIFY THE EXISTENCE OF AND STAKE ALL UTILITIES PRIOR TO CONSTRUCTION. EXCAVATION OF PLANT PITS LOCATED WITHIN 5' OF UTILITIES SHALL BE PERFORMED BY HAND. ANY UTILITY AND PLANT MATERIAL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION, OR FIELD ADJUSTMENTS.
3. ALL PLANTS SHALL MEET SIZE, CONTAINER, AND SPACING SPECIFICATIONS AS SHOWN IN THE PLANT SCHEDULE. THE CONTRACTOR SHALL GUARANTEE PLANT HEALTH AND SURVIVABILITY FOR ONE YEAR FROM DATE OF PROJECT ACCEPTANCE BY THE LANDSCAPE ARCHITECT. ANY MATERIAL NOT MEETING SPECIFICATIONS OR DISPLAYING POOR HEALTH SHALL BE REPLACED AT CONTRACTOR'S EXPENSE WITHIN TWO WEEKS OF NOTICE.
4. ALL PLANT MATERIAL SHALL BE FLORIDA NO. 1 OR BETTER, UNLESS OTHERWISE NOTED, AS SET FORTH IN THE CURRENT EDITION OF THE 'GRADES AND STANDARDS FOR NURSERY PLANTS,' STATE OF FLORIDA. NOTIFY THE LANDSCAPE ARCHITECT A MINIMUM OF ONE WEEK PRIOR TO PLANT DELIVERY TO SCHEDULE ON-SITE INSPECTION UPON DELIVERY. INSTALLED PLANT MATERIAL NOT MEETING SPECIFICATIONS SHALL BE REMOVED AND REPLACED AT CONTRACTOR'S EXPENSE. ALL PLANTS MUST BE BROUGHT TO THE SITE FREE OF WEEDS. ADDITIONALLY, THE CONTRACTOR SHALL PROVIDE THE LANDSCAPE ARCHITECT WITH REPRESENTATIVE PLANT PHOTOS TO APPROVE FOR ALL PLANT MATERIALS PRIOR TO ANY PLANT DELIVERY. MEASURING STICKS SHALL BE SHOWN IN PHOTOS, AS APPROPRIATE.
5. ALL PLANT MATERIALS INDICATED WITH A GALLON SIZE SHALL BE CONTAINER GROWN AND WITHIN A CONTAINER APPROPRIATE FOR THE PLANT SIZE. ROOT BOUND PLANTS SHALL NOT BE ACCEPTED. NO SUBSTITUTIONS SHALL BE PERMITTED WITHOUT PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT.
6. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO MAKE PLANTING BED FIELD CHANGES TO ACCOMMODATE SITE CONDITIONS AND TO ACHIEVE THE DESIGN INTENT. THE CONTRACTOR SHALL FLAG ALL TREE AND BEDLINE LOCATIONS FOR APPROVAL OF LANDSCAPE ARCHITECT PRIOR TO ANY INSTALLATION.
7. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY EXISTING VEGETATION INTENDED TO REMAIN THAT IS DISTURBED BY PLANT MATERIAL INSTALLATION ACTIVITIES. THIS REPAIR /REPLACEMENT SHALL BLEND SEAMLESSLY WITH THE EXISTING LANDSCAPE.
8. THE CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES AND PLANS IN PREPARING PLANTING AREAS, INCLUDING FINAL GRADE ELEVATIONS.
9. ALL PLANT MATERIAL MUST BE PLANTED IMMEDIATELY UPON DELIVERY TO THE SITE AND WATERED IN, BY HAND IF THE IRRIGATION SYSTEM IS NOT YET FUNCTIONING PROPERLY. ANY PLANT MATERIAL NOT INSTALLED WITHIN 6 HOURS OF DELIVERY TO THE SITE MUST BE STORED IN AN APPROVED, PROTECTED HOLDING AREA AND SHALL BE WATERED AS NECESSARY TO MAINTAIN PLANT HEALTH AND QUALITY. ALL BLACK PLASTIC PLACED AROUND TREE ROOTBALLS SHALL BE REMOVED IMMEDIATELY UPON DELIVERY TO THE SITE, BURLAP WRAPPING SHALL STAY IN PLACE. FOR TREES NOT PLANTED WITHIN 6 HOURS OF DELIVERY TO THE SITE, WATER SHALL BE IMMEDIATELY APPLIED TO THE ROOTBALL AND FOLIAGE. THE TOPS SHALL BE UNTIED AND THE TREES STORED UPRIGHT WITH MULCH, PINE STRAW OR HAY COVERING THE ROOTBALLS. TREES SHALL NOT BE STORED LYING DOWN. IF TREES HAVE PLASTIC TRUNK PROTECTORS, THE PROTECTORS MAY STAY IN PLACE PRIOR TO PLANTING BUT SHALL NOT BE LEFT ON INDEFINITELY.
10. PLANT SHRUBS IN CIRCULAR PITS WITH A DIAMETER 3X DIAMETER OF ROOTBALL OR CONTAINER.
11. PLANT TREES IN CIRCULAR PITS WITH A DIAMETER 2X DIAMETER OF ROOTBALL OR CONTAINER.
12. FERTILIZE ALL TREES WITH AGRIFORM 21 GRAM TABLETS, SLOW RELEASE 20-10-5 ANALYSIS WITH ONE TABLET PER ½"OF TRUNK DIAMETER.
13. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT A MINIMUM OF 48 HOURS PRIOR TO COMPLETION TO SCHEDULE A FINAL WALKTHROUGH. A FINAL WALKTHROUGH SHALL NOT BE PERFORMED IF PREVIOUS PUNCH LISTS ARE NOT COMPLETED.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL PLANTING AND GRADES UNTIL FINAL ACCEPTANCE BY THE LANDSCAPE ARCHITECT. THIS MAINTENANCE INCLUDES KEEPING BEDS FREE OF DEBRIS, WEEDS, DISEASES, AND INFESTATIONS. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROVIDING SUFFICIENT WATER TO THE PLANTS DURING THIS TIME, AND REPAIRING EROSION AREAS.
15. THE CONTRACTOR SHALL SUPPLY THE LANDSCAPE ARCHITECT WITH ELECTRONIC AS-BUILT DRAWINGS WITHIN 30 DAYS OF PROJECT ACCEPTANCE.
16. REFER TO CURRENT FDOT STANDARD SPECIFICATIONS AND DESIGN STANDARD INDICES, THE GENERAL NOTES, AND ALL OTHER NOTES WITHIN THE CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
17. ONE YEAR WARRANTY ON ALL PLANTS AND LABOR
18. SAND FENCING SHALL CONFORM TO "SAND FENCING GUIDELINES" AS PUBLISHED BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION-DIVISION OF WATER RESOURCE MANAGEMENT.

REGISTERED LANDSCAPE ARCHITECT STEVE DAMLE NUMBER 0001747 STATE OF FLORIDA
INVALID WITHOUT SIGNATURE

Jerry Pate Design
301 SCHOOBERT DRIVE · PENSACOLA, FL 32504
850-479-6033 · WWW.JERRYPATEDESIGN.COM

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

100% LANDSCAPE DETAILS

ESCAMBIA COUNTY · FLORIDA

VOLKERT
Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-9935

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CHECKED BY:	
DISTRICT:	4
SECTION/ TOWNSHIP/ RANGE	
MEC-LAND NO.	64091
STATE:	
SIGNATURE:	

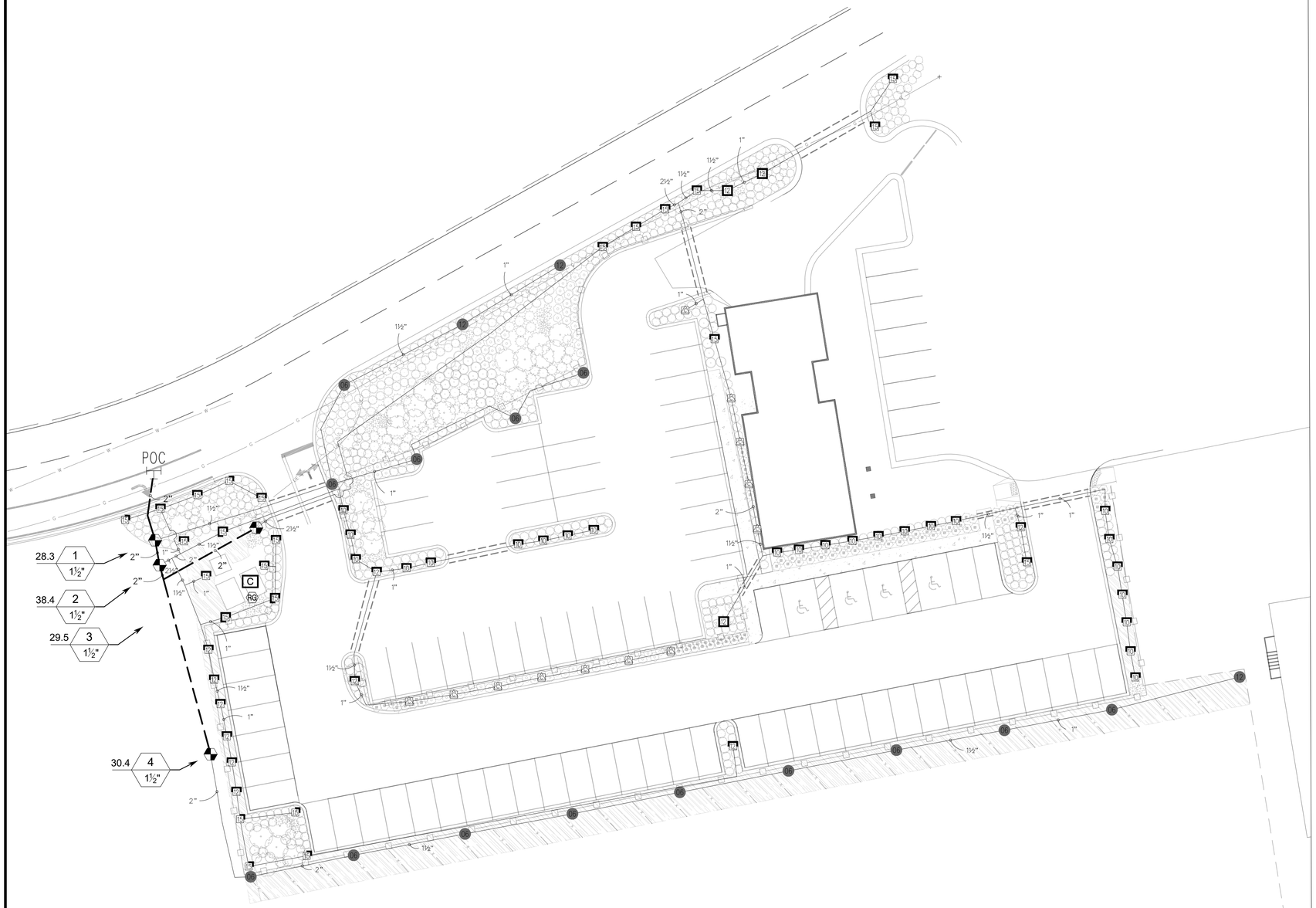
NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER LS201

PROJECT NUMBER 635501

SURVEY NUMBER

SHEET 29 OF 31



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY	ARC	PSI	GPM	RADIUS
	Rain Bird 1806-SAM-PRS 15 Strip Series or approved equal	12	CST	15	0.89	4'x30'
	Rain Bird 1806-SAM-PRS 10 Series MPR or approved equal	24	180	15	0.58	7'
	Rain Bird 1806-SAM-PRS 12 Series MPR or approved equal	3	360	15	1.67	9'
	Rain Bird 1806-SAM-PRS 12 Series MPR or approved equal	10	180	15	0.90	9'
	Rain Bird 1806-SAM-PRS 15 Series MPR or approved equal	15	180	15	1.30	11'
	Rain Bird 1806-SAM-PRS 15 Series MPR or approved equal	6	90	15	0.65	11'
	Rain Bird 1806-SAM-PRS 15 Series MPR or approved equal	3	270	15	1.95	11'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	GPM	RADIUS
	Rain Bird 2045A 06 or approved equal Turf Impact Rotor, Pop-Up Sprinkler, Open Case, Adjustable and Full Circle. With Precision Jet Tube. Nozzles: 06=red; 07=black; 08=blue; 10=yellow; 12=beige.	14	55	2.50	38'
	Rain Bird 2045A 12 or approved equal Turf Impact Rotor, Pop-Up Sprinkler, Open Case, Adjustable and Full Circle. With Precision Jet Tube. Nozzles: 06=red; 07=black; 08=blue; 10=yellow; 12=beige.	3	55	7.90	45'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PESB 1-1/2" or approved equal 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration. With Scrubber Technology for Reliable Performance in Dirty Water Irrigation Applications.	4
C	Rain Bird ESP4ME or approved equal 4 Station, Hybrid Modular Outdoor Controller. For Residential or Light Commercial Applications.	1
RG	Rain Bird RSD-CEx or approved equal Rain Sensing Device, conduit mount. With threaded adapter, extension wire.	1
POC 1"±	Existing 10" Potable Water Service Line. Connection Per Minimum source data: 50GPM @ 70 PSI. Contractor shall verity prior to installation.	1
	Irrigation Lateral Line: PVC Schedule 40 1"	1,056 l.f.
	Irrigation Lateral Line: PVC Schedule 40 1 1/2"	675.6 l.f.
	Irrigation Lateral Line: PVC Schedule 40 2"	202.6 l.f.
	Irrigation Lateral Line: PVC Schedule 40 2 1/2"	200.0 l.f.
	Irrigation Mainline: PVC Schedule 40 2"	131.4 l.f.
	Pipe Sleeve: PVC Schedule 40	153.4 l.f.

Valve Callout
Valve Number
Valve Flow
Valve Size

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	PSI	PSI @ POC	PRECIP
1	Rain Bird PESB or approved equal	1-1/2"	Turf Impact	28.30	61.66	61.81	0.76 in/h
2	Rain Bird PESB or approved equal	1-1/2"	Turf Spray	38.40	19.82	20.19	0.91 in/h
3	Rain Bird PESB or approved equal	1-1/2"	Turf Spray	29.46	20.09	20.61	0.75 in/h
4	Rain Bird PESB or approved equal	1-1/2"	Turf Impact	30.40	63.95	64.72	0.55 in/h

ELEMENT LOCATION ON DRAWINGS ARE SCHEMATIC SHOWING DESIGN INTENT. ENSURE 100% IRRIGATION COVERAGE AND LOCATE PIPE IN BEDS WITHIN PROPERTY BOUNDARIES.

GRAPHIC SCALE
20' 0 10' 20'
(IN FEET)
1 INCH = 20 FT.

STEVEN DANIEL FORTE — REGISTERED LANDSCAPE ARCHITECT — STATE OF FLORIDA
INVALID WITHOUT SIGNATURE

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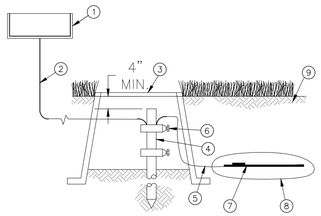
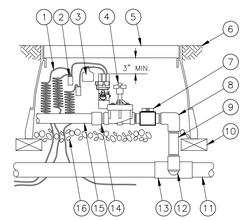
SHEET 30 OF 31



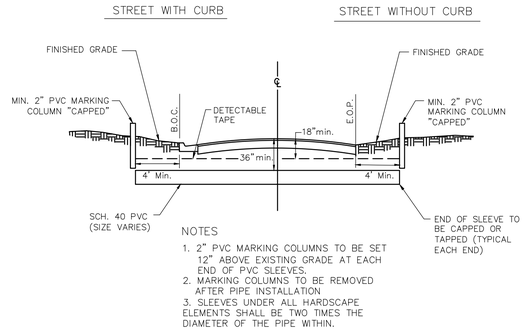
1. RAIN BIRD CONTROLLER
2. SOLID BARE COPPER WIRE (#10 AWG) FROM GROUNDING ROD TO CONTROLLER. MAKE WIRE AS SHORT AND STRAIGHT AS POSSIBLE
3. COVER GROUNDING ROD WITH 10-INCH ROUND VALVE BOX AS SHOWN
4. 5/8-INCH X 10 FT COPPER CLAD GROUNDING ROD. INSTALL RODS IN SOIL IN A TRIAGULAR PATTERN SPACED A MINIMUM OF 16 FT APART FROM EACH OTHER. GROUNDING GRID TO HAVE A RESISTANCE OF TEN (10) OHMS OR LESS
5. BARE COPPER WIRE (#6 AWG MIN.) BETWEEN GROUNDING ROD AND GROUNDING PLATE
6. GROUND ROD CLAMP OR WELDS
7. COPPER GROUNDING PLATE
8. GROUND ENHANCEMENT MATERIAL (IF REQUIRED)
9. FINISH GRADE

01 CONTROLLER GROUNDING GRID
N.T.S. GROUNDING PLATE DESIGN LAYOUT



1. 30-INCH LINEAR LENGTH OF WIRE, COILED
2. WATERPROOF CONNECTION RAIN BIRD SPLICE-1 (1 OF 2)
3. ID TAG: RAIN BIRD VID SERIES
4. REMOTE CONTROL VALVE: RAIN BIRD PESB
5. VALVE BOX WITH COVER: RAIN BIRD VB-STD
6. FINISH GRADE/TOP OF MULCH
7. PVC SLIP BALL VALVE
8. PVC SCH 40 ELL
9. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
10. BRICK (1 OF 4)
11. PVC MAINLINE PIPE
12. SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND SCH 40 ELL
13. PVC SCH 40 TEE OR ELL
14. PVC SCH 40 MALE ADAPTER
15. PVC LATERAL PIPE
16. 3.0-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL

02 REMOTE CONTROL VALVE
N.T.S. RAINBIRD PESB

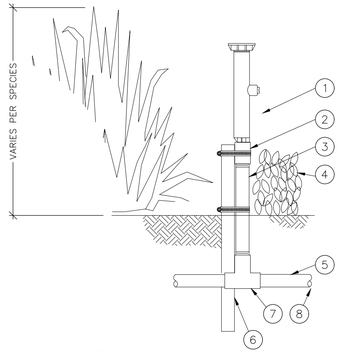


NOTES
1. 2" PVC MARKING COLUMNS TO BE SET 12" ABOVE EXISTING GRADE AT EACH END OF PVC SLEEVES.
2. MARKING COLUMNS TO BE REMOVED AFTER PIPE INSTALLATION
3. SLEEVES UNDER ALL HARDSCAPE ELEMENTS SHALL BE TWO TIMES THE DIAMETER OF THE PIPE WITHIN.

03 IRRIGATION SLEEVE
N.T.S.

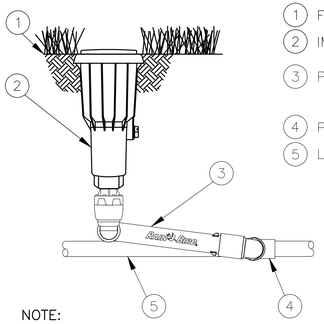
IRRIGATION NOTES:

1. LOCATE ALL UNDERGROUND UTILITIES, ELECTRICAL WIRING, WATER, SEWER, TELEPHONE, CABLE TV, AND OTHER UNDERGROUND LINES BEFORE LANDSCAPE AND IRRIGATION INSTALLATION. SHOULD ANY CONFLICT BECOME KNOWN THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT IN WRITING FOR SUPPLEMENTAL INSTRUCTIONS.
2. ELEMENT LOCATION ON THE DRAWINGS IS SCHEMATIC SHOWING INTENT. CONTRACTOR SHALL NOT MAKE CHANGES TO PIPE SIZING OR ROUTING WITHOUT PRIOR APPROVAL OF OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT.
3. IF DISCREPANCIES OCCUR BETWEEN THE PLANS, NOTES, AND ACTUAL CONDITIONS CONTACT THE LANDSCAPE ARCHITECT IN WRITING FOR CLARIFICATION BEFORE PROCEEDING.
4. INSTALL AN AUTOMATIC IRRIGATION SYSTEM TO ENSURE 100% COVERAGE OF ALL PLANTED AND GRASSED AREAS. THE CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS TO LANDSCAPE ARCHITECT AND OWNER SHOWING ALL INFORMATION REQUIRED BY LOCAL CODES AND NECESSARY FOR THE EFFICIENT OPERATION AND MAINTENANCE OF THE SYSTEM.
5. ALL ELECTRICAL WIRE ASSOCIATED WITH THE IRRIGATION SYSTEM SHALL CONFORM TO THE ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES.
6. THE CONTROLLER SHALL BE EQUIPPED BY THE CONTRACTOR WITH PROPERLY LOCATED AND INSTALLED RAIN I FREEZE I WIND SHUTOFF SENSORS. THE SENSORS SHALL BE LOCATED IN SUCH A MANNER SO THAT THEY ARE UNOBSTRUCTED, AND DIRECTLY EXPOSED TO NATURAL RAINFALL, WIND, AND SUNLIGHT FROM ALL DIRECTIONS, BUT NOT TO RUNOFF WATER FROM SWALES OR OTHER SURFACES.
7. MAINLINE AND LATERAL PIPING SHALL BE SCH 40 PVC WITH GLUE FITTINGS. SHALL BE GLUED FOLLOWING THE REQUIREMENTS OF THE PIPE AND FITTING MANUFACTURERS, AND COUNTY PLUMBING ORDINANCE.
8. IRRIGATION SLEEVING SHALL BE SCHEDULE 40, 2X TOTAL PIPE DIAMETER UNLESS OTHERWISE NOTED.
9. THE LANDSCAPE BID SHALL BE FOR THE IRRIGATION MATERIALS SPECIFIED. REQUESTS TO USE EQUAL, SUBSTITUTE MATERIALS SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT IN WRITING AND OWNER'S APPROVAL GIVEN IN WRITING BEFORE THE SUBSTITUTION IS ALLOWED. REQUESTS TO USE EQUAL, SUBSTITUTE MATERIALS SHALL INCLUDE COMPLETE PRODUCT SPECIFICATIONS AND ANY COST SAVINGS TO THE PROJECT.
10. THE INSTALLER SHALL BE FAMILIAR WITH ALL REQUIREMENTS FOR THE WORK, AND TO CONDUCT HIS WORK IN A CLEAN, SAFE, AND WORKMANLIKE MANNER. THE OWNER RESERVES THE RIGHT TO ACT TO PROTECT HIS PROPERTY AND THE OTHER PERSONNEL AT WORK THERE, AND TO MAKE EMERGENCY REPAIRS OR TAKE CORRECTIVE ACTION IF THE INSTALLER DOES NOT FULFILL HIS OBLIGATIONS IN A TIMELY MANNER. THE OWNER FURTHER RESERVES THE RIGHT TO BACK-CHARGE THE INSTALLER TO COVER SUCH EXPENSES, TO THE EXTENT ALLOWED UNDER APPLICABLE LAW.
11. IRRIGATION MATERIALS AND WORKMANSHIP SHALL BE WARRANTIED FOR ONE YEAR. MANUFACTURER'S WARRANTIES SHALL BE PASSED TO THE OWNER.
12. ALL WORK SHALL BE DONE IN ACCORDANCE WITH PREVAILING CODES AND REGULATIONS, AND SANTA ROSA COUNTY IRRIGATION STANDARDS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY AND CONFORM TO THE PARTICULAR CODES AND REGULATIONS APPLICABLE TO THIS LOCATION, AS WELL AS SANTA ROSA COUNTY IRRIGATION STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, INCLUDING THOSE FOR ANY NEW WATER LINE TAPS OR WELLS, LOCATES, AND INSPECTIONS.
13. CONTRACTOR TO PROVIDE SITE SURVEY TO VERIFY RADIO SIGNAL STRENGTH. IF SURVEY SHOWS THAT AN ANTENNA IS NECESSARY, CONTRACTOR SHALL COORDINATE WITH THE PROJECT LANDSCAPE ARCHITECT AND ARCHITECT TO DETERMINE LOCATION FOR ANTENNA INSTALLATION.
14. IRRIGATION SCHEDULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR PERFORMING THEIR OWN TAKE OFF BASED ON PLAN DOCUMENTS.
15. IRRIGATION SYSTEM AND ITS COMPONENTS SHALL BE INSTALLED ACCORDING TO MANUFACTURES' SPECIFICATIONS.
16. ALL WIRE SPLICES SHALL OCCUR IN A VALVE BOX WITH DBR WATERPROOF WIRE SPLICE KITS.
17. IRRIGATION SCHEDULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR PERFORMING THEIR OWN TAKE OFF BASED ON PLAN DOCUMENTS & SPECIFICATIONS ENSURING UNIFORM COVERAGE OF ALL LANDSCAPED AREAS.



1. POP UP SPRAY IRRIGATION HEAD RAIN BIRD 1806-SAM-PRS
2. UV RADIATION RESISTANT PVC SCH 80 COUPLING
3. UV RADIATION RESISTANT PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
4. PLANT MATERIAL
5. UV RADIATION RESISTANT PVC LATERAL PIPE
6. 1-INCH GALVANIZED STEEL PIPE WITH STAINLESS STEEL GEAR CLAMPS OR EQUIVALENT SUPPORT SYSTEM
7. UV RADIATION RESISTANT PVC SCH 40 TEE OR ELL
8. FINISH GRADE/TOP OF MULCH

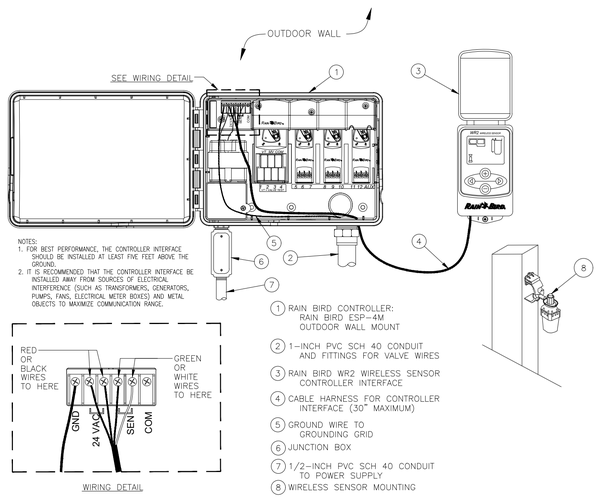
04 RAINBIRD 1806-SAM-PRS
N.T.S. ABOVE GRADE RISER INSTALLATION



1. FINISH GRADE
2. IMPACT ROTOR POP-UP SPRINKLER: RAIN BIRD 2045A MAXI-PAW-SAM-NP
3. PRE-FABRICATED SWING JOINT: RAIN BIRD TSJ-075-PRS WITH 45 PSI PRESSURE REGULATOR
4. PVC SCH 40 TEE OR ELL
5. LATERAL PIPE

NOTE:
A SWING PIPE ASSEMBLY MAY BE USED WITH FLOWS LESS THAN 4 GPM.

05 RAINBIRD 2045 A MAXI BIRD
N.T.S. ABOVE GRADE RISER INSTALLATION



NOTES:
1. FOR BEST PERFORMANCE, THE CONTROLLER INTERFACE SHOULD BE INSTALLED AT LEAST FIVE FEET ABOVE THE GROUND.
2. IT IS RECOMMENDED THAT THE CONTROLLER INTERFACE BE INSTALLED AWAY FROM SOURCES OF ELECTRICAL INTERFERENCE (SUCH AS TRANSFORMERS, GENERATORS, PUMPS, FANS, ELECTRICAL METER BOX(ES) AND METAL OBJECTS TO MAXIMIZE COMMUNICATION RANGE.

1. RAIN BIRD CONTROLLER: RAIN BIRD ESP-4M OUTDOOR WALL MOUNT
2. 1-INCH PVC SCH 40 CONDUIT AND FITTINGS FOR VALVE WIRES
3. RAIN BIRD WR2 WIRELESS SENSOR CONTROLLER INTERFACE
4. CABLE HARNESS FOR CONTROLLER INTERFACE (30" MAXIMUM)
5. GROUND WIRE TO GROUNDING GRID
6. JUNCTION BOX
7. 1/2-INCH PVC SCH 40 CONDUIT TO POWER SUPPLY
8. WIRELESS SENSOR MOUNTING

06 WIRELESS RAIN SENSOR (OUTDOOR)
NTS WR2 SERIES CONTROLLER INTERFACE

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA

100% TEMPORARY IRRIGATION DETAILS

VOLKERT
Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 572-8935

DRAWN BY:	AMY OLAUGHLIN
DESIGNED BY:	MIKE WARNKE
QA/QC MANAGER:	DAVID FORTE
DATE:	MAY 2018
FIELDBOOK/ PAGES:	
CHECKED BY:	
DISTRICT:	4
SECTION / TOWNSHIP / RANGE	
MEC PROJECT NO.	64091
DATE:	
SIGNATURE:	

NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER IR201
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 31 OF 31

STEVEN LANDSCAPE ARCHITECT
STEVE DANIEL
STATE OF FLORIDA
INVALID WITHOUT SIGNATURE

Jerry Pate Design
301 SCHUBERT DRIVE · PENSACOLA, FL 32504
850-479-6633 WWW.JERRYPATEDESIGN.COM

Paul R. Nobles/Purchasing Manager
Office of Purchasing

August 9, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 17-18.074, Congestion Management Plan Phase II Sheriff's Parking Lot

All:

Your firm recently received an Invitation to Bid on the above-mentioned specification. This Addendum Number 1 provides for the updates which are contained in the following pages.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Question 1: Since the bid tab shows no import, I assume that the beach sand to be excavated will be suitable for the chamber system backfill. Nova report does ID most of the to be excavated material as SP.

Answer: **The intent of the design is to use the existing onsite sand for the backfill around R-tank system.**

Question 2: Boring report states that water was encountered at 2-5' below grade (8.2 of Nova report) but the boring logs show no water found. There is no dewater line item.

Answer: **According to the NOVA geotechnical report for the project, the only boring that encountered the water table for this site was taken at the bottom of the existing retention pond, so no dewatering should be required for the project construction.**

Question 3: Confirm that pole base size will be 24" x 8' as opposed to 8" shown on plans. Confirm that precast pole bases will be suitable in the absence of groundwater.

Answer: **Correct pole bases will be 24" diameter x 8 feet deep. Pre-cast are acceptable as long as they provide the same or greater strength and has the same dimensions.**

Question 4: Can clean sand to be exported be placed at the sand storage site on the island just south of the toll gates on the west side?

Answer: **Contractor should be allowed to the stockpile clean sand on the dredge site BIT coordination with SRIA and dredge contractor will need to be done.**

Question 5: Some of the sand in the boring logs is shown to be "slightly" orange stained. Can this material, if excavated, be reused in the project?

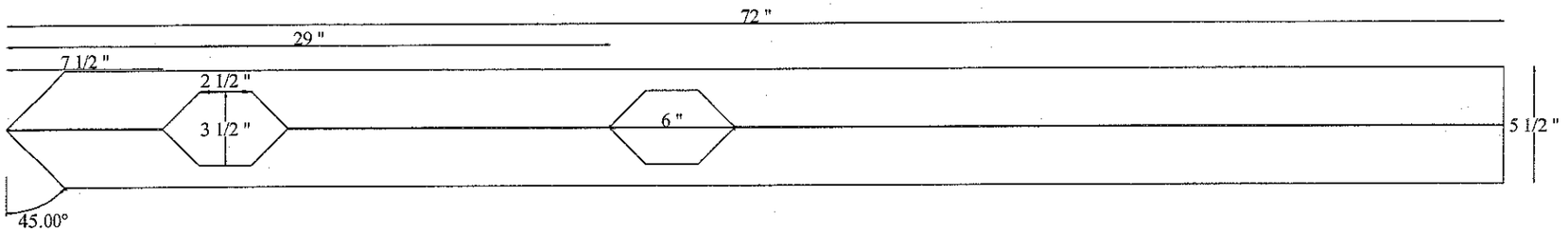
Answer: **All materials must meet the Barrier Island sand provisions of the Escambia County LDC and Design Manual as indicated by General note. 49. All materials imported on the island will have to have a sample submitted for approval prior to bringing material on island. And non-compliant materials must be removed in accordance to the LDC.**

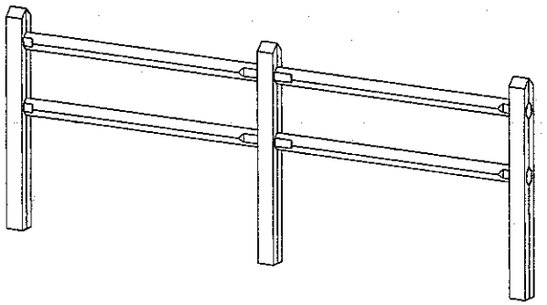
Question 6: The chamber system is to be excavated to elevation 4' ASL and the sheriff's building is at elevation 15.33' ASL, an 11.33' difference. The chamber is to approach the sheriff's building to within 9'. That is well within the angle of repose of sand.

Answer: **While I do not see a question, more of a comment, and also while we do not dictate means and methods, this is correct, so some additional shoring may be needed in this area. There is also an existing block retaining wall that is part of the existing retention pond that is to be removed as part of the project that I would suggest the contractors keep in place until after the R-tank system is installed and backfilled thus eliminating the issue.**

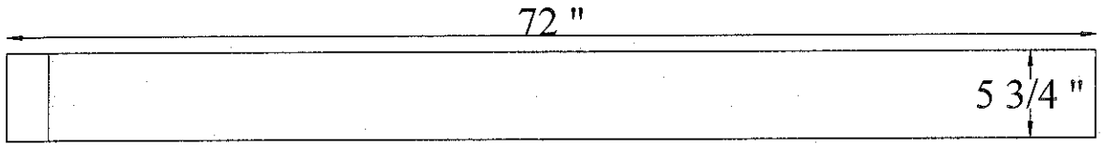
Question 7: **T**here isn't a detail or specification for the wood split rail fence. One might suspect it would be the Escambia County Standard, with 4 x 4 swedged-end rails (2 each) and 6 x 6 doweled posts with 45 degree cut tops. Please provide a detail or specification.

Answer: **Please see the attached drawing below for the fence standards.**

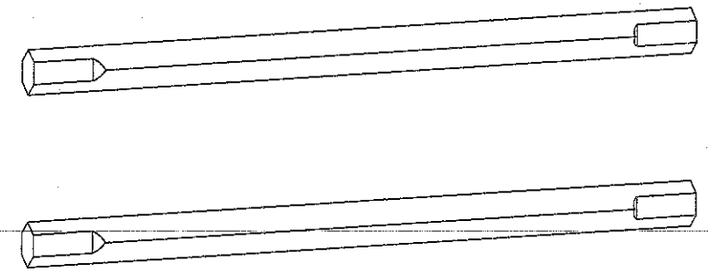


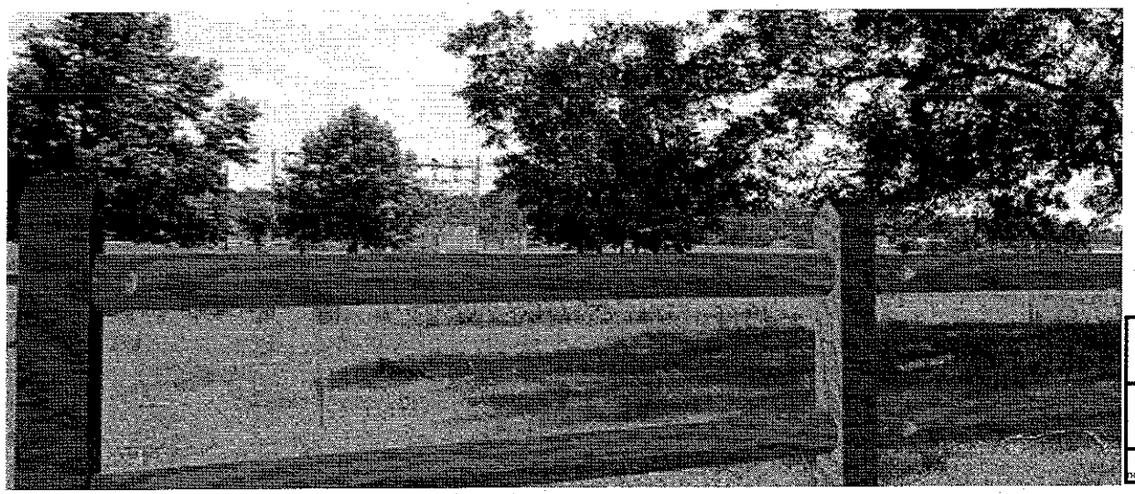


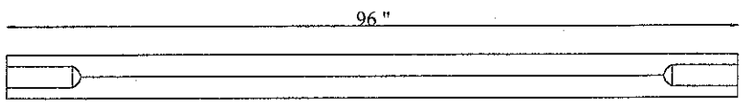
Post Side Dimensions



Post Front Dimenisions







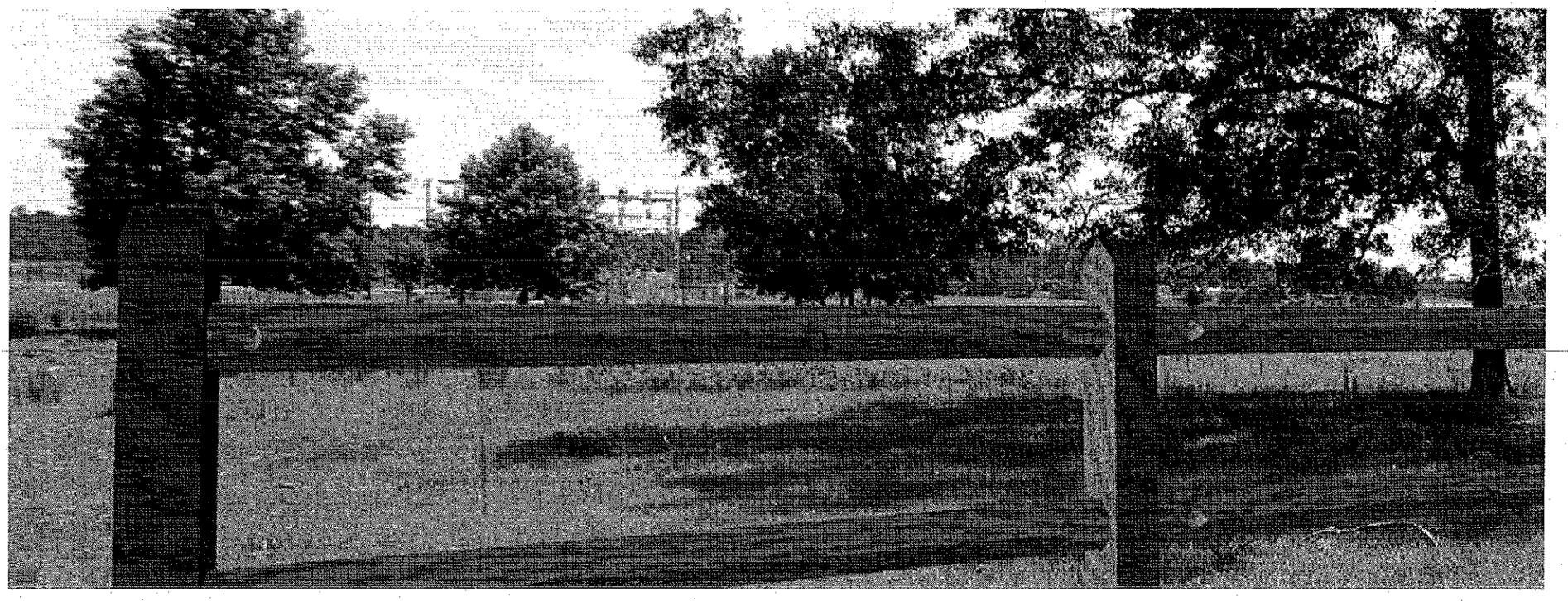
Rail Dimension

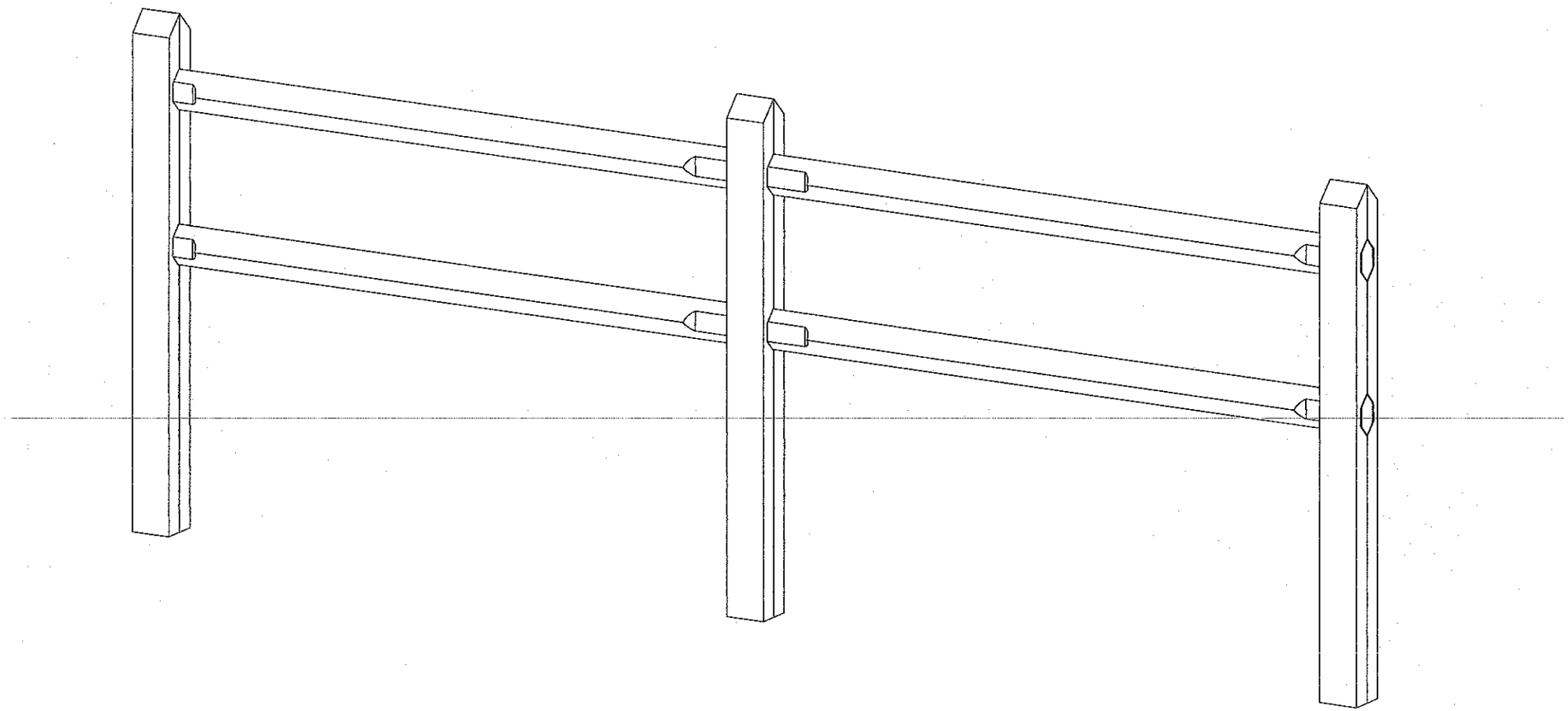
PRIDE ENTERPRISES - UNION FORESTRY

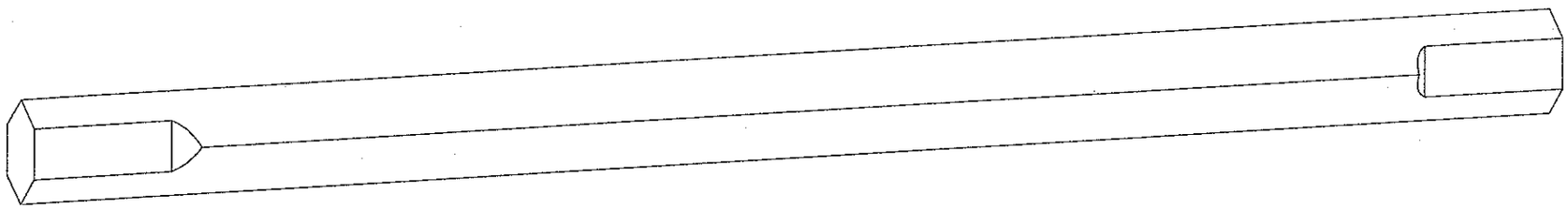
13518 NE 258th Ct. - Raiford, Fl 32083 PH: 813 - 890 - 6554 Fax: 877 - 458 - 7788 E - Mail: UnionForestry@Pride Enterprises.org

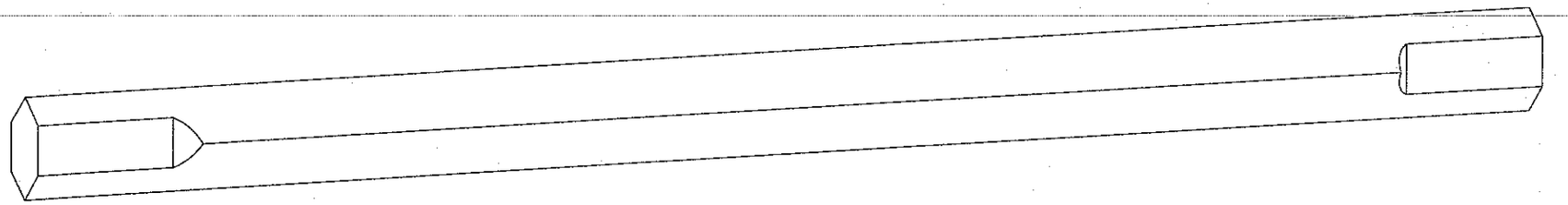
TOLERANCES UNLESS OTHERWISE SPECIFIED	FRACTIONAL = ± 1/16 ANGLES = ± 1° DECIMAL = ± .0001	DATE: 12/9/2009	Scaled:
		DRAWN BY: Rodney Long	2 Hole Diamond Post
		APPROVED BY:	

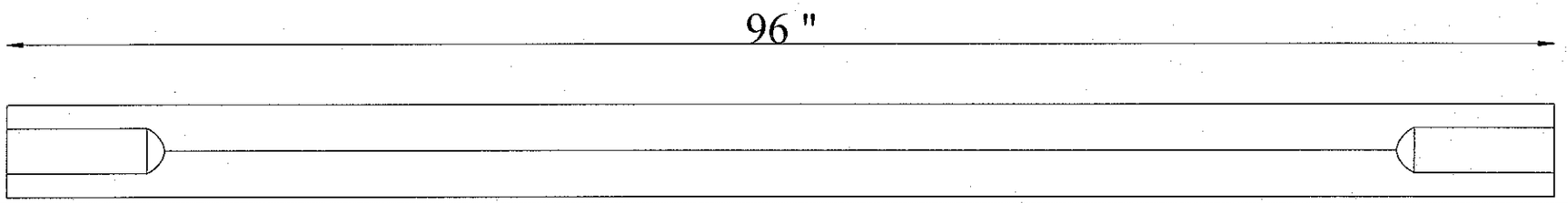
PROPRIETARY NOTICE
THIS DOCUMENT IS THE PROPERTY OF PRIDE ENTERPRISES AND CONTAINS PROPRIETARY INFORMATION THAT IS NOT TO BE USED OR REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF PRIDE ENTERPRISES











PRIDE ENTERPRISES - UNION FORESTRY
13518 NE 258th Ct. - Raiford, Fl 32083 PH: 813 - 890 - 6554 Fax: 877 - 458 - 7788 E - Mail: UnionForestry@Pride Enterprises.org

TOLERANCES UNLESS OTHERWISE SPECIFIED	FRACTIONAL = ± 1/16 ANGLES = ± 1° DECIMAL = ± .1	DATE: 12/9/2009	Scaled: 1 : 9.8405
		DRAWN BY: Rodney Long	
		APPROVED BY:	

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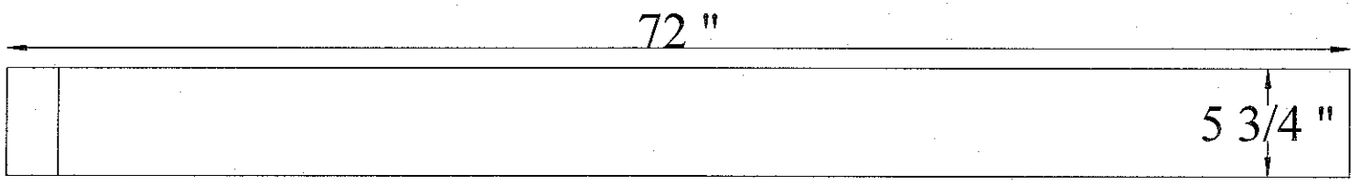
2 Hole Diamond Rail Fence
Rail Dimensions



PRIDE ENTERPRISES - UNION FORESTRY
13518 NE 258th Ct. - Raiford, Fl 32083 PH: 813 - 890 - 6554 Fax: 877 - 458 - 7788 E - Mail: UnionForestry@Pride Enterprises.org

TOLERANCES UNLESS OTHERWISE SPECIFIED	FRACTIONAL = ± 1/16 ANGLES = ± 1° DECIMAL = ± .1	DATE: 12/9/2009	Scaled: 1 : 9.3522
		DRAWN BY: Rodney Long	
		APPROVED BY:	

2 Hole Diamond Rail Fence
Post Front Dimensions

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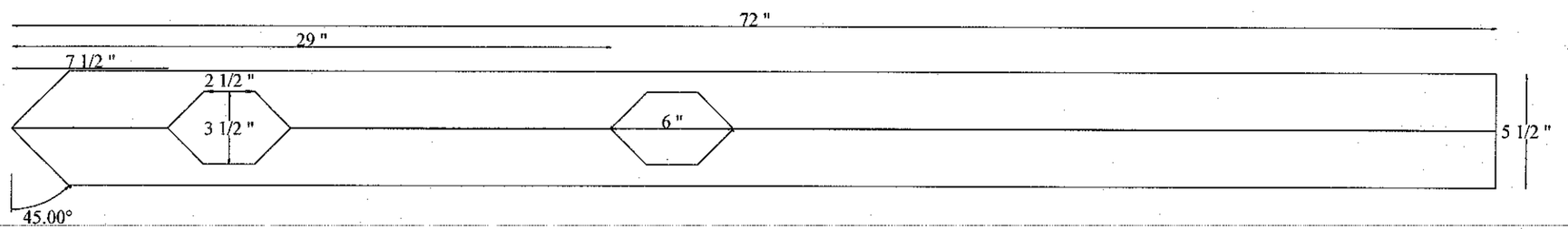

PRIDE ENTERPRISES - UNION FORESTRY
13518 NE 258th Ct. - Raiford, Fl 32083 PH: 813 - 890 - 6554 Fax: 877 - 458 - 7788 E - Mail: UnionForestry@Pride Enterprises.org

TOLERANCES UNLESS OTHERWISE SPECIFIED	FRACTIONAL = ± 1/16 ANGLES = ± 1° DECIMAL = ± .1	DATE: 12/9/2009	Scaled: 1 : 7.6803
		DRAWN BY: Rodney Long	
		APPROVED BY:	

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2 Hole Dimond Rail Fence
Post Front Dimensions

Paul R. Nobles/Purchasing Manager
Office of Purchasing

August 15, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 17-18.074 Congestion Management Plan Phase II Sheriff's Parking Lot

All:

Your firm recently received an Invitation to Bid on the above-mentioned specification.

This Addendum Number 3 provides for updates regarding light fixtures and poles shown on Sheet 25 of the plans, as well as a correction to the Luminaire Schedule on Sheet 27. Please see the following drawings which update and correct the missing information.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

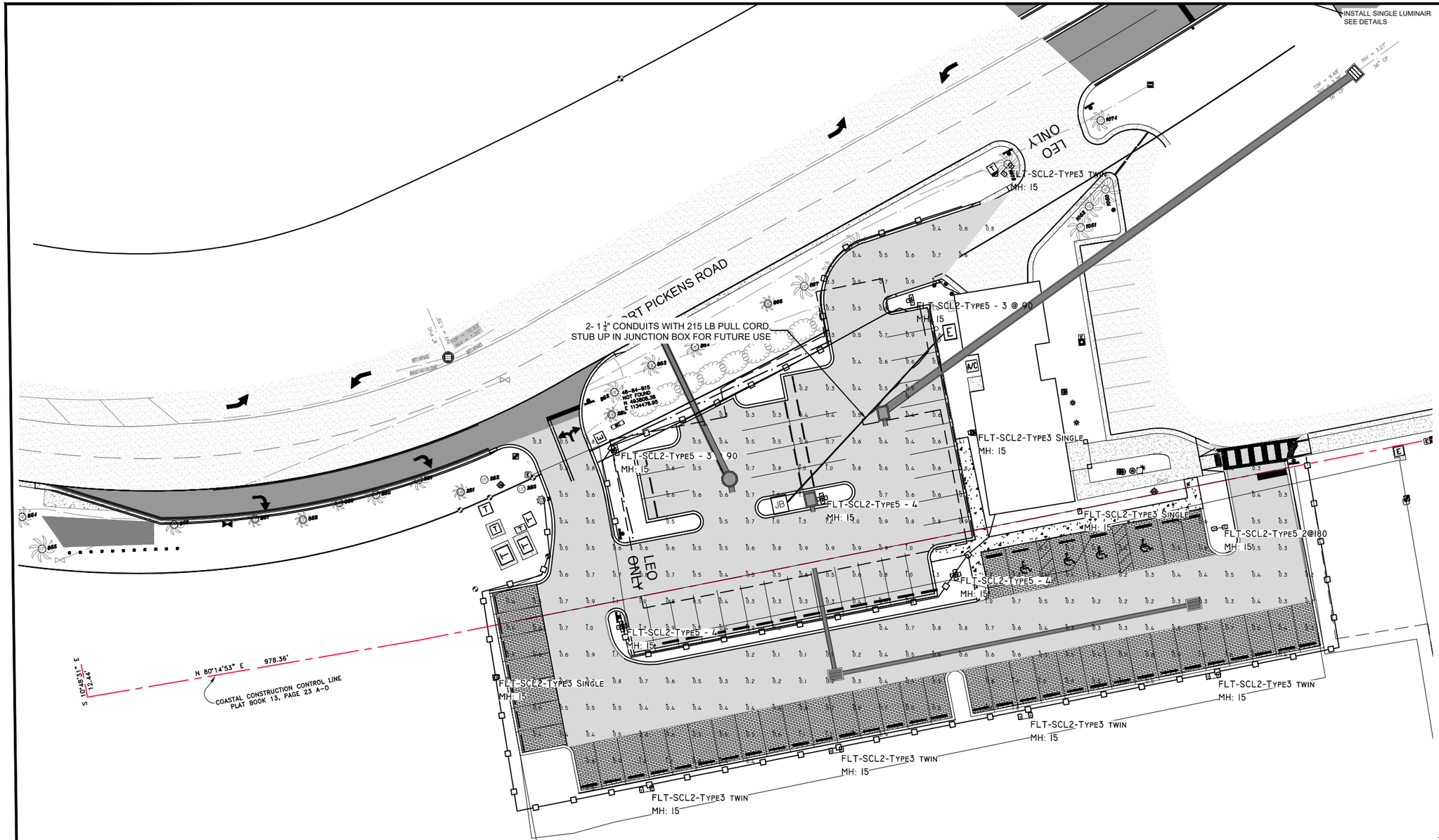
Jeffrey Lovingood
Purchasing Specialist

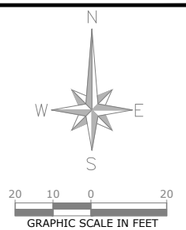
Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL





FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:

R/W	Right of way
BM	Benchmark
ELEV	Elevation
INV	Invert
P.C.C.	Point of compound curvature
P.I.	Point of intersection
S.R.I.A.	Santa Rosa Island Authority
	1/2" Capped iron rod found #1748
	1/2" Capped iron rod set #7073
	4?x4?Concrete monument found #note
	Nail and flag set
	Backflow preventor
E	Electric equipment
	Fire hydrant
	Flag pole
	Ground light
	Light pole with base
	Road sign
	Soil boring
	Sewer clean-out
	Sprinkler control valve
	Sanitary sewer manhole
	Sewer valve marker
T	Telephone equipment
	Gas marker
	Telephone marker
	Water meter
	Water valve
	Wood post
	Guard post
G	Gas line
SS	Sanitary sewer line
UE	Underground electric line
W	Waterline
FM	Force main
	Palm tree
	- CAPPED REBAR FOUND
	- SHRUB
	- TREE

HDPE	- HIGH DENSITY POLYETHYLENE PIPE
PB	- PLAT BOOK
RCP	- REINFORCED CONCRETE PIPE
PVC	- POLYVINAL CHLORIDE
INV	- INVERT OF STRUCTURE
TE	- THROAT ELEVATION
RE	- RIM ELEVATION
INV	- INVERT OF STRUCTURE
IE	- INVERT ELEVATION OF PIPE

PROPOSED DEMOLITION

RIGHT TURN LANE ASHALT

PROPOSED ASPHALT

EXISTING ASPHALT

PROPOSED STAMPED ASPHALT

PROPOSED CONCRETE

10 EXISTING CONTOUR

10 PROPOSED CONTOUR

SPLIT RAIL FENCE

SF SF SILT FENCE

FLOW ARROW

XX.XX PROPOSED SPOT ELEVATION

EX. XX.XX EXISTING SPOT ELEVATION

COASTAL CONSTRUCTION CONTROL LINE (CCCL)

JB JUNCTION BOX

PROPOSED LIGHT POLE, NUMBER AND ARRANGEMENT OF LUMINAIRES AS SHOWN

Luminaire Schedule

Symbol	Qty	Label	Arrangement	LLF	Description	Filename
	3	FLT-SCL2	4 @ 90 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	5	FLT-SCL2	TWIN	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies
	2	FLT-SCL2	3 @ 90 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	1	FLT-SCL2	2 @ 180 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	5	FLT-SCL2	SINGLE	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING	Illuminance	Fc	0.60	1.8	0.1	6.00	18.00
Driveway	Illuminance	Fc	0.47	1.1	0.1	4.70	11.00
South Parking	Illuminance	Fc	0.77	1.8	0.3	2.57	6.00
West Parking	Illuminance	Fc	0.60	1.1	0.4	1.50	2.75

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

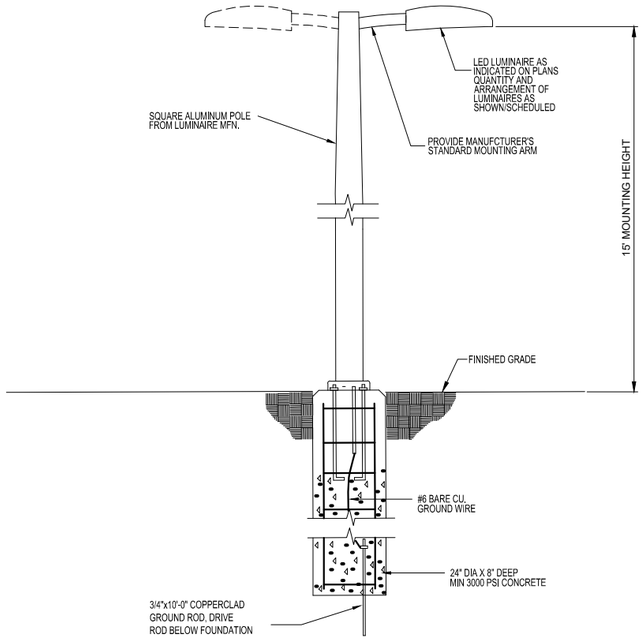
PROPOSED PHOTOMETRIC PLAN

VOLKERT
Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-8935

DESIGNED BY: KEN POWERS, PE
QA/QC MANAGER: DAVID FORTE
DRAWN BY: AMY OLAUGHLIN
DATE: AUGUST 2018
FIELD BOOK / PAGES:
DISTRICT: 4
SECTION / TOWNSHIP / RANGE:
CHECKED BY:
JOB # / A.V.N.: 78362
SIGNATURE:

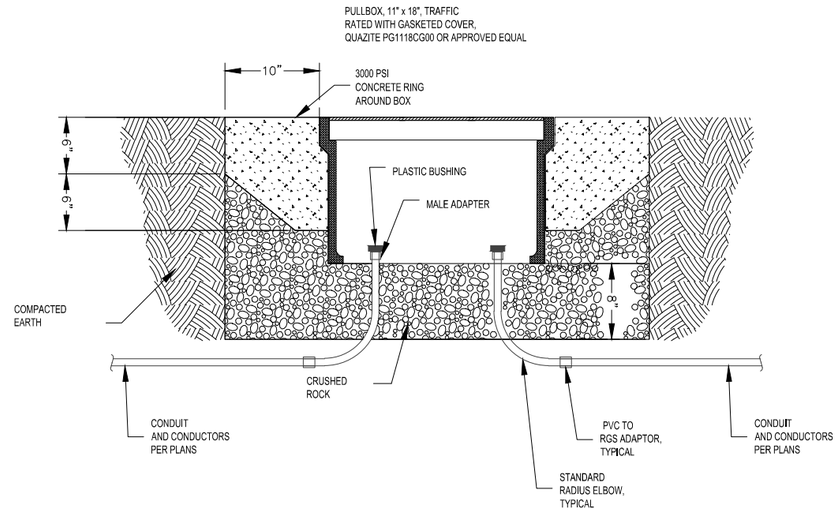
APPROVED BY:
DATE:
REVISIONS
NUMBER

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 25 OF 31



DETAIL NOTES:

1. CONCRETE FOUNDATION SHALL BE IN ACCORDANCE WITH FDOT STANDARD DRAWINGS AND SPECIFICATIONS.
2. POLES SHALL YIELD A LUMINAIRE MOUNTING HEIGHT OF APPROXIMATELY 15' UNLESS OTHERWISE NOTED.
3. ASSEMBLIES SPECIFIED ARE SOLAR TURTLE FRIENDLY LUMINAIRES PROVIDED WITH POLES AND BATTERY SYSTEM.
4. IN AREAS WITH HIGH WATER TABLE, CONTRACTOR MAY SUBSTITUTE PRE CASE FOUNDATION WITH SAME DIMENSIONS AND STRUCTURAL PROPERTIES.



JUNCTION BOX
N.T.S.

DETAIL NOTES:

1. PROVIDE CONDUITS AND CONDUCTORS AS DENOTED ON PLAN SHEETS.

GENERAL ELECTRICAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, LATEST EDITION RECOGNIZED BY THE AUTHORITY HAVING JURISDICTION, AND APPLICABLE LOCAL RULES, REGULATIONS AND ORDINANCES, COORDINATED WITH ALL DISCIPLINES.
2. UNLESS OTHERWISE NOTED, UNDERGROUND CONDUITS SHALL BE 24" BELOW GRADE AND SHALL BE SCHEDULE 40 PVC. TRANSITIONING TO RGS ABOVE GRADE; TRANSITION FROM PVC TO RGS SHALL BE MADE BELOW GRADE. INTERMEDIATE METAL CONDUIT IS NOT ACCEPTABLE.
3. ROUTING AND LOCATIONS OF EQUIPMENT SHOWN ARE APPROXIMATE; CONTRACTOR SHALL DETERMINE BEST MEANS OF ROUTING IN THE FIELD.
4. LOCATIONS OF LIGHT POLES SHALL BE STAKED BY THE CONTRACTOR PRIOR TO INSTALLATION FOR REVIEW BY OWNER AND ENGINEER.
5. POLES AND LUMINAIRES OTHER THAN THOSE SPECIFIED MAY BE SUBMITTED FOR CONSIDERATION IF SUPPORTING PHOTOMETRIC CALCULATIONS ARE ALSO PROVIDED. LUMINAIRES SHALL BE LISTED (OR BE CAPABLE OF BEING LISTED) IN FWC'S APPROVED PRODUCT LIST OF TURTLE FRIENDLY LUMINAIRES.
6. SEE LUMINAIRE SCHEDULE FOR BASIS OF LIGHTING DESIGN.

LUMINAIRE SCHEDULE
SCALE: NTS

Luminaire Schedule

Symbol	Qty	Label	Arrangement	LLF	Description	Filename
	3	FLT-SCL2	4 @ 90 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	5	FLT-SCL2	TWIN	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies
	2	FLT-SCL2	3 @ 90 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	1	FLT-SCL2	2 @ 180 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	5	FLT-SCL2	SINGLE	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies

BASIS OF DESIGN IS FIRST LIGHT TECHNOLOGIES SCL2 SERIES

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
LIGHTING DETAILS

VOLKERT Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-9935

DRAWN BY: AMY O'LAUGHLIN
DESIGNED BY: KEN POWERS, PE
CHECKED BY:
DISTRICT: 4
DATE: AUGUST 2018
QA/QC BY: DAVID FORTE
REG. P.E. ENG. NO. 78362
DATE:
SIGNATURE:
FIELD BOOK / PAGES:
SECTION / TOWNSHIP / RANGE:

APPROVED BY
DATE
REVISIONS
NUMBER

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 27 OF 31

PD 17-18.074- Congestion Management Plan Phase II- Sherriff's Parking Lot
Bid Opening- 8/16/18 @ 1 pm
Certified Bid Tab

				Chavers Construction, Inc.		Gulf Atlantic Constructors, Inc.		J. Miller Construction		Panhandle Grading and Paving, Inc.		Roads, Inc.		Site and Utility, LLC	
Item	DESCRIPTION	UNIT	BID QUANITY	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
2	Mobilization	LS	1	$28,700.00	$28,700.00	$57,500.00	$57,500.00	$60,170.00	$60,170.00	$66,700.00	$66,700.00	$40,654.15	$40,654.15	$60,000.00	$60,000.00
3	Clearing and Grubbing, per County Specifications 2230	AC	1	$5,000.00	$5,000.00	$3,500.00	$3,500.00	$5,000.00	$5,000.00	$23,650.00	$23,650.00	$5,989.18	$5,989.18	$7,500.00	$7,500.00
4	Remove Shrubs	EA	12	$125.00	$1,500.00	$75.00	$900.00	$50.00	$600.00	$200.00	$2,400.00	$220.23	$2,642.76	$100.00	$1,200.00
5	Remove Palm Trees	EA	15	$125.00	$1,875.00	$200.00	$3,000.00	$250.00	$3,750.00	$350.00	$5,250.00	$350.11	$5,251.65	$300.00	$4,500.00
6	Earthwork Excavate, Haul, and Install, On-site/Off-site	CY	1800	$10.50	$18,900.00	$25.00	$45,000.00	$8.00	$14,400.00	$18.60	$33,480.00	$12.00	$21,600.00	$16.50	$29,700.00
7	Earthwork Establishing Grade, County Specs 2300	SY	3674	$2.00	$7,348.00	$1.50	$5,511.00	$2.25	$8,266.50	$4.35	$15,981.90	$1.49	$5,474.26	$2.00	$7,348.00
8	Remove and Replace Unsuitable Materials	CY	100	$30.00	$3,000.00	$50.00	$5,000.00	$10.00	$1,000.00	$29.80	$2,980.00	$55.17	$5,517.00	$35.00	$3,500.00
9	Final grading and seal rolling prior to paving	SY	3674	$2.00	$7,348.00	$1.25	$4,592.50	$3.50	$12,859.00	$3.15	$11,573.10	$1.10	$4,041.40	$1.50	$5,511.00
10	1" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface	SY	239	$9.00	$2,151.00	$12.00	$2,868.00	$13.00	$3,107.00	$6.40	$1,529.60	$6.31	$1,508.09	$13.00	$3,107.00
11	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface	SY	3273	$11.00	$36,003.00	$12.10	$39,603.30	$10.50	$34,366.50	$8.75	$28,638.75	$7.44	$24,351.12	$13.00	$42,549.00
12	2" County Spec 2500 Type SP 12.5 Asphalt	SY	239	$12.50	$2,987.50	$18.10	$4,325.90	$12.00	$2,868.00	$10.50	$2,509.50	$9.90	$2,366.10	$18.00	$4,302.00
13	Remove Existing Asphalt, 2" Average Depth	SY	38	$3.00	$114.00	$5.00	$190.00	$9.00	$342.00	$20.00	$760.00	$6.93	$263.34	$12.00	$456.00
14	12" Stabilized Subgrade, County Spec 2300	SY	3674	$9.00	$33,066.00	$21.25	$78,072.50	$16.06	$59,004.44	$9.80	$36,005.20	$19.92	$73,186.08	$5.00	$18,370.00
15	6" Bahamian base	SY	3405	$19.00	$64,695.00	$21.50	$73,207.50	$17.77	$60,506.85	$18.30	$62,311.50	$17.27	$58,804.35	$18.00	$61,290.00
16	8" Bahamian base	SY	270	$21.00	$5,670.00	$30.50	$8,235.00	$47.50	$12,825.00	$23.40	$6,318.00	$25.02	$6,755.40	$50.00	$13,500.00
17	6" Pipe Bollards, Per County Detail	EA	2	$1,000.00	$2,000.00	$675.00	$1,350.00	$400.00	$800.00	$300.00	$600.00	$514.15	$1,028.30	$500.00	$1,000.00
18	Thermoplastic 6" Solid Stripe, White or Yellow	LF	1479	$1.50	$2,218.50	$1.85	$2,736.15	$2.00	$2,958.00	$1.65	$2,440.35	$2.06	$3,046.74	$2.00	$2,958.00
19	Thermoplastic 6" Double Solid Stripe, White or Yellow	LF	25	$3.00	$75.00	$3.65	$91.25	$4.00	$100.00	$3.30	$82.50	$4.11	$102.75	$4.00	$100.00
20	Thermoplastic Stop Bar	LF	24	$10.00	$240.00	$10.75	$258.00	$11.50	$276.00	$11.00	$264.00	$12.00	$288.00	$11.50	$276.00
21	Thermoplastic Directional Arrow, Single Head (Turn Left/ Right) 16sf	EA	2	$200.00	$400.00	$92.50	$185.00	$100.00	$200.00	$110.00	$220.00	$102.83	$205.66	$100.00	$200.00
22	Thermoplastic Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	EA	1	$300.00	$300.00	$122.50	$122.50	$132.00	$132.00	$165.00	$165.00	$137.11	$137.11	$132.00	$132.00
23	Thermoplastic High Intensity Pedestrian Crosswalk	LF	24	$20.00	$480.00	$45.50	$1,092.00	$49.50	$1,188.00	$27.50	$660.00	$51.41	$1,233.84	$50.00	$1,200.00
24	Thermoplastic Handicap Parking Space with Symbol	EA	4	$500.00	$2,000.00	$280.00	$1,120.00	$302.00	$1,208.00	$297.00	$1,188.00	$314.20	$1,256.80	$300.00	$1,200.00
25	Thermoplastic "LEO ONLY" Pavement Message	EA	2	$500.00	$1,000.00	$255.00	$510.00	$275.00	$550.00	$220.00	$440.00	$285.64	$571.28	$275.00	$550.00
26	Stop Sign, R1-1	EA	2	$275.00	$550.00	$230.00	$460.00	$250.00	$500.00	$275.00	$550.00	$257.07	$514.14	$250.00	$500.00
27	Authorized Vehicles Only Sign	EA	4	$225.00	$900.00	$190.00	$760.00	$204.00	$816.00	$165.00	$660.00	$211.37	$845.48	$200.00	$800.00
28	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	EA	1	$3,500.00	$3,500.00	$750.00	$750.00	$1,000.00	$1,000.00	$2,300.00	$2,300.00	$958.47	$958.47	$1,500.00	$1,500.00
29	MOT	LS	1	$3,500.00	$3,500.00	$8,500.00	$8,500.00	$4,000.00	$4,000.00	$1,800.00	$1,800.00	$5,143.15	$5,143.15	$4,500.00	$4,500.00
30	FDOT Type F Curb And Gutter	LF	194	$20.00	$3,880.00	$28.50	$5,529.00	$23.00	$4,462.00	$26.80	$5,199.20	$16.00	$3,104.00	$16.00	$3,104.00
31	Concrete Bumper Guards	EA	83	$65.00	$5,395.00	$75.00	$6,225.00	$82.00	$6,806.00	$82.50	$6,847.50	$85.69	$7,112.27	$80.00	$6,640.00
32	Header Curb, Per County Detail	LF	1471	$19.00	$27,949.00	$26.25	$38,613.75	$18.00	$26,478.00	$18.90	$27,801.90	$16.00	$23,536.00	$16.00	$23,536.00
33	1' Ribbon Curb, Per County Detail	LF	82	$18.00	$1,476.00	$26.00	$2,132.00	$20.00	$1,640.00	$18.90	$1,549.80	$16.00	$1,312.00	$16.00	$1,312.00
34	5' Fiber Reinforced Concrete Sidewalk	LF	170	$25.00	$4,250.00	$36.50	$6,205.00	$25.00	$4,250.00	$30.00	$5,100.00	$25.14	$4,273.80	$20.00	$3,400.00
35	Construct Curb Ramp (Approved Mat, Color included)	EA	4	$500.00	$2,000.00	$875.00	$3,500.00	$1,200.00	$4,800.00	$380.00	$1,520.00	$742.66	$2,970.64	$1,000.00	$4,000.00
36	Saw cut Existing Concrete	LF	33	$4.00	$132.00	$2.50	$82.50	$2.50	$82.50	$5.00	$165.00	$2.75	$90.75	$5.00	$165.00
37	Remove Existing Concrete, 6" thick	SY	65	$9.00	$585.00	$7.50	$487.50	$22.00	$1,430.00	$21.00	$1,365.00	$11.77	$765.05	$9.00	$585.00
38	Remove Curb	LF	350	$5.00	$1,750.00	$4.00	$1,400.00	$5.00	$1,750.00	$6.50	$2,275.00	$5.00	$1,750.00	$6.00	$2,100.00
39	Remove Ex. 1' Wide Block Wall	LF	85	$10.00	$850.00	$6.00	$510.00	$10.00	$850.00	$10.00	$850.00	$22.88	$1,944.80	$10.00	$850.00
40	Misc. Concrete	CY	5	$500.00	$2,500.00	$750.00	$3,750.00	$450.00	$2,250.00	$85.00	$425.00	$399.89	$1,999.45	$750.00	$3,750.00
41	Street Print (Offset Brick, Terracotta or Brick color)	SY	805	$45.00	$36,225.00	$105.50	$84,927.50	$100.00	$80,500.00	$115.50	$92,977.50	$99.36	$79,984.80	$112.00	$90,160.00
42	Ditch Bottom Inlet, Type F	EA	3	$2,600.00	$7,800.00	$3,125.00	$9,375.00	$2,804.23	$8,412.69	$3,432.00	$10,296.00	$3,111.12	$9,333.36	$3,800.00	$11,400.00
43	Storm Manhole	EA	2	$4,103.00	$8,206.00	$8,475.00	$16,950.00	$4,475.98	$8,951.96	$9,295.00	$18,590.00	$8,153.88	$16,307.76	$3,800.00	$7,600.00
44	Remove Ditch Bottom Inlet (including top and bottom)	EA	2	$500.00	$1,000.00	$655.00	$1,310.00	$900.00	$1,800.00	$715.00	$1,430.00	$681.59	$1,363.18	$750.00	$1,500.00
45	Tie to Existing Inlets, Pipe, Manhole, R-Tank System	EA	6	$1,000.00	$6,000.00	$875.00	$5,250.00	$250.00	$1,500.00	$951.50	$5,709.00	$350.27	$2,101.62	$750.00	$4,500.00
46	18" RCP Pipe	LF	150	$40.00	$6,000.00	$62.50	$9,375.00	$37.25	$5,587.50	$68.20	$10,230.00	$51.73	$7,759.50	$52.00	$7,800.00
47	24" RCP Pipe	LF	2	$100.00	$200.00	$475.00	$950.00	$400.00	$800.00	$511.50	$1,023.00	$201.26	$402.52	$400.00	$800.00
48	R-Tank Stormwater System	LS	1	$230,000.00	$230,000.00	$245,500.00	$245,500.00	$247,000.00	$247,000.00	$250,690.02	$250,690.02	$242,220.17	$242,220.17	$230,000.00	$230,000.00
49	R- Tank Stormwater System Installation	LS	1	$95,000.00	$95,000.00	$74,750.00	$74,750.00	$62,947.50	$62,947.50	$51,521.01	$51,521.01	$53,513.84	$53,513.84	$50,000.00	$50,000.00
50	Silt Fence Type IV	LF	1200	$3.00	$3,600.00	$3.75	$4,500.00	$3.50	$4,200.00	$3.50	$4,200.00	$2.49	$2,988.00	$4.00	$4,800.00
51	Construct Stabilized Gravel Construction Entrance	EA	1	$3,500.00	$3,500.00	$2,750.00	$2,750.00	$1,800.00	$1,800.00	$1,800.00	$1,800.00	$4,400.61	$4,400.61	$3,500.00	$3,500.00
52	NPDES NOI and NOT Permit, including SWPPP and monitoring (for use only with disturbed areas over 1.0 Acre)	EA	1	$1,750.00	$1,750.00	$4,500.00	$4,500.00	$4,000.00	$4,000.00	$980.00	$980.00	$7,964.41	$7,964.41	$1.00	$1.00
53	Wood Split Rail Fence	LF	910	$16.00	$14,560.00	$11.50	$10,465.00	$14.00	$12,740.00	$12.38	$11,265.80	$12.85	$11,693.50	$13.25	$12,057.50
54	Split Rail Fence Gate	EA	1	$650.00	$650.00	$400.00	$400.00	$550.00	$550.00	$434.50	$434.50	$451.31	$451.31	$500.00	$500.00
55	Remove Existing Chain Link Fence	LF	390	$5.00	$1,950.00	$3.00	$1,170.00	$3.00	$1,170.00	$6.00	$2,340.00	$3.17	$1,236.30	$2.00	$780.00
56	Jobsite Board for posting project information, permits, etc.	EA	1	$100.00	$100.00	$400.00	$400.00	$250.00	$250.00	$800.00	$800.00	$623.77	$623.77	$650.00	$650.00
57	Lighting	LS	1	$158,000.00	$158,000.00	$220,000.00	$220,000.00	$187,608.00	$187,608.00	$213,469.30	$213,469.30	$251,360.54	$251,360.54	$125,000.00	$125,000.00
58	Landscaping	LS	1	$54,535.00	$54,535.00	$44,100.00	$44,100.00	$45,827.10	$45,827.10	$45,207.80	$45,207.80	$54,181.91	$54,181.91	$50,000.00	$50,000.00
				Total	$915,364.00	**Total**	$1,154,547.85	**Total**	$1,023,236.54	**Total**	$1,087,519.73	**Total**	$1,070,482.46	**Total**	$928,239.50

Mathematical Errors found and corrected

Apparent Low Bidder

Certified Bid Tab- Mike Warnke, P.E.- FL #64091

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Congestion Management Plan Ph II Sheriff Substation Parking

Bid Number: Pf 17-18.074

Opening Date/Time: 8/16/2018 1:00pm

Purchasing Agent: Jeff Lovingood

Client Department: Engineering Dept. Director/Designee: Cooper Saunders

Protest Information: _____

Note: Purchasing will advise of any Protest(s)

Requisition # n/a Verify

Fund: 353 LOST IV Verify

Cost Center: 210106 Verify

Object Code: 56301 Verify

Project Number: 18EN0224 Verify

Digitally signed by Robin Lambert
DN: cn=Robin Lambert, o=Public Works, ou=BOCC, email=rflamber@myescambia.com, c=US
Date: 2018.08.20 09:45:51 -05'00'

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation ☑ **Yes** ☐ **No**
Note: Attachments to Requisition shall Reference PD #_____

Comments Applicable to General Information Section:

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

~~Award contract to Chavers Construction Company in the amount of $915,364.00.~~

$915,364.00 Unit Price Extensions Checked by: Mike Warnke, Volkert
(Signature)

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description: _____

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing ☐ Yes ☐ No Client Department ☐ Yes ☑ No
If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: Joy Jones
Digitally signed by Joy Jones
DN: cn=Joy Jones, o=Escambia County, ou=Public Works Department, email=djjones@myescambia.com, c=US
Date: 2018.08.20 15:49:47 -05'00'
(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval _____
(Signature)

Note 1: All Recommendations for Contract Award will be Placed on County Administrator's Report (CAR) Consent Agenda

F0125

PD 17-18.074- Congestion Management Plan Phase II- Sherriff's Parking Lot
Bid Opening- 8/16/18 @ 1 pm
Certified Bid Tab

				Chavers Construction, Inc.		Gulf Atlantic Constructors, Inc.		J. Miller Construction		Panhandle Grading and Paving, Inc.		Roads, Inc.		Site and Utility, LLC	
Item	DESCRIPTION	UNIT	BID QUANITY	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
2	Mobilization	LS	1	$28,700.00	$28,700.00	$57,500.00	$57,500.00	$60,170.00	$60,170.00	$66,700.00	$66,700.00	$40,654.15	$40,654.15	$60,000.00	$60,000.00
3	Clearing and Grubbing, per County Specifications 2230	AC	1	$5,000.00	$5,000.00	$3,500.00	$3,500.00	$5,000.00	$5,000.00	$23,650.00	$23,650.00	$5,989.18	$5,989.18	$7,500.00	$7,500.00
4	Remove Shrubs	EA	12	$125.00	$1,500.00	$75.00	$900.00	$50.00	$600.00	$200.00	$2,400.00	$220.23	$2,642.76	$100.00	$1,200.00
5	Remove Palm Trees	EA	15	$125.00	$1,875.00	$200.00	$3,000.00	$250.00	$3,750.00	$350.00	$5,250.00	$350.11	$5,251.65	$300.00	$4,500.00
6	Earthwork Excavate, Haul, and Install, On-site/Off-site	CY	1800	$10.50	$18,900.00	$25.00	$45,000.00	$8.00	$14,400.00	$18.60	$33,480.00	$12.00	$21,600.00	$16.50	$29,700.00
7	Earthwork Establishing Grade, County Specs 2300	SY	3674	$2.00	$7,348.00	$1.50	$5,511.00	$2.25	$8,266.50	$4.35	$15,981.90	$1.49	$5,474.26	$2.00	$7,348.00
8	Remove and Replace Unsuitable Materials	CY	100	$30.00	$3,000.00	$50.00	$5,000.00	$10.00	$1,000.00	$29.80	$2,980.00	$55.17	$5,517.00	$35.00	$3,500.00
9	Final grading and seal rolling prior to paving	SY	3674	$2.00	$7,348.00	$1.25	$4,592.50	$3.50	$12,859.00	$3.15	$11,573.10	$1.10	$4,041.40	$1.50	$5,511.00
10	1" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface	SY	239	$9.00	$2,151.00	$12.00	$2,868.00	$13.00	$3,107.00	$6.40	$1,529.60	$6.31	$1,508.09	$13.00	$3,107.00
11	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface	SY	3273	$11.00	$36,003.00	$12.10	$39,603.30	$10.50	$34,366.50	$8.75	$28,638.75	$7.44	$24,351.12	$13.00	$42,549.00
12	2" County Spec 2500 Type SP 12.5 Asphalt	SY	239	$12.50	$2,987.50	$18.10	$4,325.90	$12.00	$2,868.00	$10.50	$2,509.50	$9.90	$2,366.10	$18.00	$4,302.00
13	Remove Existing Asphalt, 2" Average Depth	SY	38	$3.00	$114.00	$5.00	$190.00	$9.00	$342.00	$20.00	$760.00	$6.93	$263.34	$12.00	$456.00
14	12" Stabilized Subgrade, County Spec 2300	SY	3674	$9.00	$33,066.00	$21.25	$78,072.50	$16.06	$59,004.44	$9.80	$36,005.20	$19.92	$73,186.08	$5.00	$18,370.00
15	6" Bahamian base	SY	3405	$19.00	$64,695.00	$21.50	$73,207.50	$17.77	$60,506.85	$18.30	$62,311.50	$17.27	$58,804.35	$18.00	$61,290.00
16	8" Bahamian base	SY	270	$21.00	$5,670.00	$30.50	$8,235.00	$47.50	$12,825.00	$23.40	$6,318.00	$25.02	$6,755.40	$50.00	$13,500.00
17	6" Pipe Bollards, Per County Detail	EA	2	$1,000.00	$2,000.00	$675.00	$1,350.00	$400.00	$800.00	$300.00	$600.00	$514.15	$1,028.30	$500.00	$1,000.00
18	Thermoplastic 6" Solid Stripe, White or Yellow	LF	1479	$1.50	$2,218.50	$1.85	$2,736.15	$2.00	$2,958.00	$1.65	$2,440.35	$2.06	$3,046.74	$2.00	$2,958.00
19	Thermoplastic 6" Double Solid Stripe, White or Yellow	LF	25	$3.00	$75.00	$3.65	$91.25	$4.00	$100.00	$3.30	$82.50	$4.11	$102.75	$4.00	$100.00
20	Thermoplastic Stop Bar	LF	24	$10.00	$240.00	$10.75	$258.00	$11.50	$276.00	$11.00	$264.00	$12.00	$288.00	$11.50	$276.00
21	Thermoplastic Directional Arrow, Single Head (Turn Left/ Right) 16sf	EA	2	$200.00	$400.00	$92.50	$185.00	$100.00	$200.00	$110.00	$220.00	$102.83	$205.66	$100.00	$200.00
22	Thermoplastic Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	EA	1	$300.00	$300.00	$122.50	$122.50	$132.00	$132.00	$165.00	$165.00	$137.11	$137.11	$132.00	$132.00
23	Thermoplastic High Intensity Pedestrian Crosswalk	LF	24	$20.00	$480.00	$45.50	$1,092.00	$49.50	$1,188.00	$27.50	$660.00	$51.41	$1,233.84	$50.00	$1,200.00
24	Thermoplastic Handicap Parking Space with Symbol	EA	4	$500.00	$2,000.00	$280.00	$1,120.00	$302.00	$1,208.00	$297.00	$1,188.00	$314.20	$1,256.80	$300.00	$1,200.00
25	Thermoplastic "LEO ONLY" Pavement Message	EA	2	$500.00	$1,000.00	$255.00	$510.00	$275.00	$550.00	$220.00	$440.00	$285.64	$571.28	$275.00	$550.00
26	Stop Sign, R1-1	EA	2	$275.00	$550.00	$230.00	$460.00	$250.00	$500.00	$275.00	$550.00	$257.07	$514.14	$250.00	$500.00
27	Authorized Vehicles Only Sign	EA	4	$225.00	$900.00	$190.00	$760.00	$204.00	$816.00	$165.00	$660.00	$211.37	$845.48	$200.00	$800.00
28	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	EA	1	$3,500.00	$3,500.00	$750.00	$750.00	$1,000.00	$1,000.00	$2,300.00	$2,300.00	$958.47	$958.47	$1,500.00	$1,500.00
29	MOT	LS	1	$3,500.00	$3,500.00	$8,500.00	$8,500.00	$4,000.00	$4,000.00	$1,800.00	$1,800.00	$5,143.15	$5,143.15	$4,500.00	$4,500.00
30	FDOT Type F Curb And Gutter	LF	194	$20.00	$3,880.00	$28.50	$5,529.00	$23.00	$4,462.00	$26.80	$5,199.20	$16.00	$3,104.00	$16.00	$3,104.00
31	Concrete Bumper Guards	EA	83	$65.00	$5,395.00	$75.00	$6,225.00	$82.00	$6,806.00	$82.50	$6,847.50	$85.69	$7,112.27	$80.00	$6,640.00
32	Header Curb, Per County Detail	LF	1471	$19.00	$27,949.00	$26.25	$38,613.75	$18.00	$26,478.00	$18.90	$27,801.90	$16.00	$23,536.00	$16.00	$23,536.00
33	1' Ribbon Curb, Per County Detail	LF	82	$18.00	$1,476.00	$26.00	$2,132.00	$20.00	$1,640.00	$18.90	$1,549.80	$16.00	$1,312.00	$16.00	$1,312.00
34	5' Fiber Reinforced Concrete Sidewalk	LF	170	$25.00	$4,250.00	$36.50	$6,205.00	$25.00	$4,250.00	$30.00	$5,100.00	$25.14	$4,273.80	$20.00	$3,400.00
35	Construct Curb Ramp (Approved Mat, Color included)	EA	4	$500.00	$2,000.00	$875.00	$3,500.00	$1,200.00	$4,800.00	$380.00	$1,520.00	$742.66	$2,970.64	$1,000.00	$4,000.00
36	Saw cut Existing Concrete	LF	33	$4.00	$132.00	$2.50	$82.50	$2.50	$82.50	$5.00	$165.00	$2.75	$90.75	$5.00	$165.00
37	Remove Existing Concrete, 6" thick	SY	65	$9.00	$585.00	$7.50	$487.50	$22.00	$1,430.00	$21.00	$1,365.00	$11.77	$765.05	$9.00	$585.00
38	Remove Curb	LF	350	$5.00	$1,750.00	$4.00	$1,400.00	$5.00	$1,750.00	$6.50	$2,275.00	$5.00	$1,750.00	$6.00	$2,100.00
39	Remove Ex. 1' Wide Block Wall	LF	85	$10.00	$850.00	$6.00	$510.00	$10.00	$850.00	$10.00	$850.00	$22.88	$1,944.80	$10.00	$850.00
40	Misc. Concrete	CY	5	$500.00	$2,500.00	$750.00	$3,750.00	$450.00	$2,250.00	$85.00	$425.00	$399.89	$1,999.45	$750.00	$3,750.00
41	Street Print (Offset Brick, Terracotta or Brick color)	SY	805	$45.00	$36,225.00	$105.50	$84,927.50	$100.00	$80,500.00	$115.50	$92,977.50	$99.36	$79,984.80	$112.00	$90,160.00
42	Ditch Bottom Inlet, Type F	EA	3	$2,600.00	$7,800.00	$3,125.00	$9,375.00	$2,804.23	$8,412.69	$3,432.00	$10,296.00	$3,111.12	$9,333.36	$3,800.00	$11,400.00
43	Storm Manhole	EA	2	$4,103.00	$8,206.00	$8,475.00	$16,950.00	$4,475.98	$8,951.96	$9,295.00	$18,590.00	$8,153.88	$16,307.76	$3,800.00	$7,600.00
44	Remove Ditch Bottom Inlet (including top and bottom)	EA	2	$500.00	$1,000.00	$655.00	$1,310.00	$900.00	$1,800.00	$715.00	$1,430.00	$681.59	$1,363.18	$750.00	$1,500.00
45	Tie to Existing Inlets, Pipe, Manhole, R-Tank System	EA	6	$1,000.00	$6,000.00	$875.00	$5,250.00	$250.00	$1,500.00	$951.50	$5,709.00	$350.27	$2,101.62	$750.00	$4,500.00
46	18" RCP Pipe	LF	150	$40.00	$6,000.00	$62.50	$9,375.00	$37.25	$5,587.50	$68.20	$10,230.00	$51.73	$7,759.50	$52.00	$7,800.00
47	24" RCP Pipe	LF	2	$100.00	$200.00	$475.00	$950.00	$400.00	$800.00	$511.50	$1,023.00	$201.26	$402.52	$400.00	$800.00
48	R-Tank Stormwater System	LS	1	$230,000.00	$230,000.00	$245,500.00	$245,500.00	$247,000.00	$247,000.00	$250,690.02	$250,690.02	$242,220.17	$242,220.17	$230,000.00	$230,000.00
49	R- Tank Stormwater System Installation	LS	1	$95,000.00	$95,000.00	$74,750.00	$74,750.00	$62,947.50	$62,947.50	$51,521.01	$51,521.01	$53,513.84	$53,513.84	$50,000.00	$50,000.00
50	Silt Fence Type IV	LF	1200	$3.00	$3,600.00	$3.75	$4,500.00	$3.50	$4,200.00	$3.50	$4,200.00	$2.49	$2,988.00	$4.00	$4,800.00
51	Construct Stabilized Gravel Construction Entrance	EA	1	$3,500.00	$3,500.00	$2,750.00	$2,750.00	$1,800.00	$1,800.00	$1,800.00	$1,800.00	$4,400.61	$4,400.61	$3,500.00	$3,500.00
52	NPDES NOI and NOT Permit, including SWPPP and monitoring (for use only with disturbed areas over 1.0 Acre)	EA	1	$1,750.00	$1,750.00	$4,500.00	$4,500.00	$4,000.00	$4,000.00	$980.00	$980.00	$7,964.41	$7,964.41	$1.00	$1.00
53	Wood Split Rail Fence	LF	910	$16.00	$14,560.00	$11.50	$10,465.00	$14.00	$12,740.00	$12.38	$11,265.80	$12.85	$11,693.50	$13.25	$12,057.50
54	Split Rail Fence Gate	EA	1	$650.00	$650.00	$400.00	$400.00	$550.00	$550.00	$434.50	$434.50	$451.31	$451.31	$500.00	$500.00
55	Remove Existing Chain Link Fence	LF	390	$5.00	$1,950.00	$3.00	$1,170.00	$3.00	$1,170.00	$6.00	$2,340.00	$3.17	$1,236.30	$2.00	$780.00
56	Jobsite Board for posting project information, permits, etc.	EA	1	$100.00	$100.00	$400.00	$400.00	$250.00	$250.00	$800.00	$800.00	$623.77	$623.77	$650.00	$650.00
57	Lighting	LS	1	$158,000.00	$158,000.00	$220,000.00	$220,000.00	$187,608.00	$187,608.00	$213,469.30	$213,469.30	$251,360.54	$251,360.54	$125,000.00	$125,000.00
58	Landscaping	LS	1	$54,535.00	$54,535.00	$44,100.00	$44,100.00	$45,827.10	$45,827.10	$45,207.80	$45,207.80	$54,181.91	$54,181.91	$50,000.00	$50,000.00
				Total	$915,364.00	**Total**	$1,154,547.85	**Total**	$1,023,236.54	**Total**	$1,087,519.73	**Total**	$1,070,482.46	**Total**	$928,239.50

Mathematical Errors found and corrected

Apparent Low Bidder

Certified Bid Tab- Mike Warnke, P.E.- FL #64091

Casino Beach Parking Area
Volkert Project #635501.WFR
Project Narrative-

The Casino Beach parking area includes the construction of 80 parking spaces on the county owned property south and west of the Pensacola beach Sheriff's substation. The parking lot will provide a new full access driveway connection and right turn lane on Fort Pickens Road as well as a connection to the existing Casino Beach Parking Area. The project includes clearing and grubbing, grading, paving, storm water, striping, sidewalk, fencing and stamped asphalt. The project will also convert the existing storm water pond to an underground storm water facility.

Replacement Recommendation
CAR II-10
BCC: 06-07-2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

County Administrator's Report

BCC Regular Meeting

Meeting Date: June 7, 2018
Issue: Funding for Pensacola Beach Construction Projects
From: Joy Jones, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Construction Funding for the Casino Beach Parking Lot Expansion Project, the Bob Sikes Pier Improvements Project, and the Pensacola Beach Boulevard Access Road Project - Joy Jones, P.E., Public Works Department Director

That the Board take the following action:

A. Approve the request to advance the 2019 Local Option Sales Tax (LOST) IV Public Works Transportation Funds for the Casino Beach Parking Lot Expansion Project (Phase II of the Pensacola Beach Congestion Management Plan);

B. Approve the use of Bob Sikes Bridge Toll Reserves, as requested by Commission District 4, for the National Resource Damage Assessment (NRDA) Bob Sikes Pier Improvements Project; and

C. Approve the use of Bob Sikes Bridge Toll Reserves, as requested by Commission District 4, for the Pensacola Beach Boulevard Access Road Project.

[Funding: LOST IV 2019 Public Works Transportation Funds - $1,600,000 - Phase II PB CMP, and BSB Toll Reserves Fund 167 Cost Center 140302 - $1,200,000 - Bob Sikes Pier Improvements and Pensacola Beach Boulevard Access Road Projects]

BACKGROUND:

The Casino Beach Parking Lot Expansion (PB CMP Phase II), Bob Sikes Pier Improvements, and Pensacola Beach Boulevard Access Road construction projects are all at 100% design, and are ready for construction solicitation. The projects need to begin as soon after Labor Day 2018 as possible, so that they can be constructed during Fall 2018 (the 'beach shoulder season'.)

The Casino Beach Parking Lot Expansion Project, which is part of Phase II of the Pensacola Beach Congestion Management Plan, will provide approximately 80 new parking

stalls to the west and south of the existing Sheriff's substation building, a new ingress/egress to the Casino Beach parking lot from Fort Pickens Road, environmental enhancements, and other improvements. The $1.6M is currently planned in the Public Works LOST IV Year 2019, so this would simply be an advancement of those funds to begin the construction solicitation process.

The Bob Sikes Pier Improvements Project will provide American's with Disabilities Act (ADA) and access upgrades to the fishing pier and parking enhancements to the adjacent parking area. The project is primarily funded with NRDA Early Restoration funds ($963,090.00); however, after deducting design phase ($130,870.00) to Baskerville-Donovan, Inc. (BDI), there is currently $832,220 available towards the construction phase. BDI's latest construction cost estimate is $1,058,511.13, which will leave a balance of $226,291.13.

The Pensacola Beach Boulevard Access Road Project will provide a new roadway alignment that will run parallel to CR 399 (Pensacola Beach Boulevard) from the Bob Sikes Fishing Pier to the existing Key Sailing business. The project will provide safer access points to and reduce congestion on Pensacola Beach Boulevard, increase parking area, and allow for expanded trolley service. The project is locally funded with $601,051.79 available towards construction. BDI's latest construction cost estimate is $1,509,511.20, which will leave a balance of $908,459.41.

Both the Bob Sikes Pier Improvements Project and the Pensacola Beach Boulevard Access Road project, though separate design sets, will be advertised together and staff will seek one contractor to construct both concurrently this upcoming 'beach shoulder season'. In addition to the above-mentioned project enhancements, it is anticipated that an additional 36 parking stalls will be provided, which would increase the net parking stalls along the project limits to 149 (139 public and 10 ADA).

BUDGETARY IMPACT:

[Funding: LOST IV 2019 Public Works Transportation Funds - $1,600,000 - Phase II PB CMP, and BSB Toll Reserves Fund 167 Cost Center 140302 - $1,200,000 - Bob Sikes Pier Improvements and Pensacola Beach Boulevard Access Road Projects]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:

Upon approval, Staff will coordinate with the Purchasing Office for the construction solicitations.

Attachments

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14170 **County Administrator's Report 11. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/07/2018
Issue: 2019 LOST IV Public Works Transportation Funds for Pensacola Beach Construction Projects
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning 2019 Local Option Sales Tax IV Public Works Transportation Funds for the Casino Beach Parking Lot Expansion Project, the Bob Sikes Pier Improvements Project, and the Pensacola Beach Boulevard Access Road Project - Joy Jones, P.E., Public Works Department Director

That the Board take the following action:

A. Approve the request to advance the 2019 Local Option Sales Tax (LOST) IV Public Works Transportation Funds for the Casino Beach Parking Lot Expansion Project (Phase II of the Pensacola Beach Congestion Management Plan);

B. Approve the request to advance the 2019 LOST IV Public Works Transportation Funds for the National Resource Damage Assessment (NRDA) Bob Sikes Pier Improvements Project; and

C. Approve the request to advance the 2019 LOST IV Public Works Transportation Funds for the Pensacola Beach Boulevard Access Road Project.

[Funding: LOST IV, Public Works Transportation Fund, $2,800,000 ($1,600,000 - Phase II PB CMP and $1,200,000 - Bob Sikes Pier Improvements and Pensacola Beach Boulevard Access Road), which staff had planned to request for these projects in Fiscal Year 2019]

BACKGROUND:

The Casino Beach Parking Lot Expansion (PB CMP Phase II), Bob Sikes Pier Improvements, and Pensacola Beach Boulevard Access Road construction projects are all at 100% design and are ready for construction solicitation, with the funding for these projects apportioned for 2019. The projects need to begin as soon after Labor Day as possible, however, so that they can be constructed during Fall 2018 (the 'beach shoulder

season'.)

The Casino Beach Parking Lot Expansion Project, which is part of Phase II of the Pensacola Beach Congestion Management Plan, will provide approximately 80 new parking stalls to the west and south of the existing Sheriff's substation building, a new ingress/egress to the Casino Beach parking lot from Fort Pickens Road, environmental enhancements, and other improvements.

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Both the Bob Sikes Pier Improvements Project and the Pensacola Beach Boulevard Access Road project, though separate design sets, will be advertised together and staff will seek one contractor to construct both concurrently this upcoming 'beach shoulder season'. In addition to the above-mentioned project enhancements, it is anticipated that an additional 36 parking stalls will be provided, which would increase the net parking stalls along the project limits to 149 (139 public and 10 ADA).

BUDGETARY IMPACT:

Funding is available in LOST IV, Public Works Transportation Fund - $2,800,000 ($1,600,000 - Phase II PB CMP and $1,200,000 - Bob Sikes Pier Improvements and Pensacola Beach Boulevard Access Road), which staff had planned to request for these projects in FY 2019.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, staff will coordinate with the Purchasing Office for the construction solicitation.

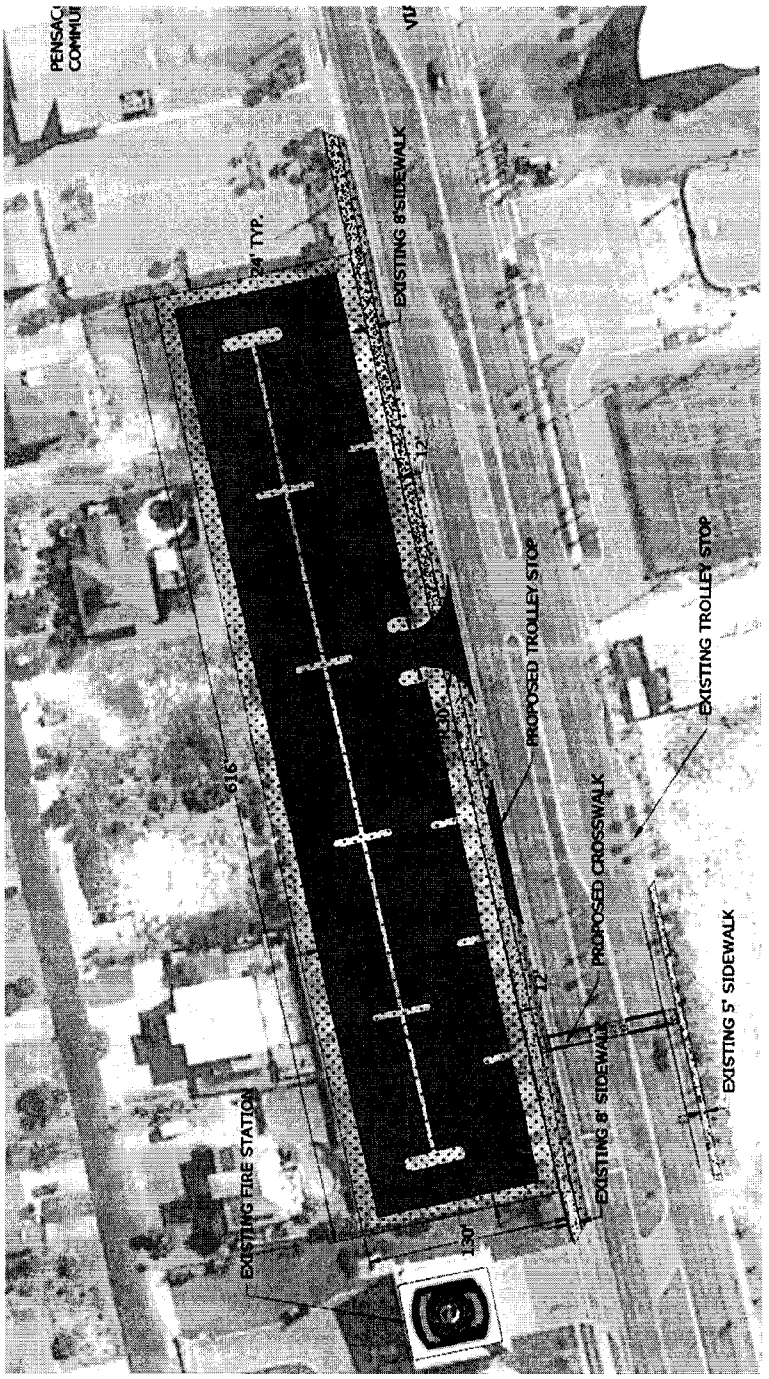
Attachments

No file(s) attached.

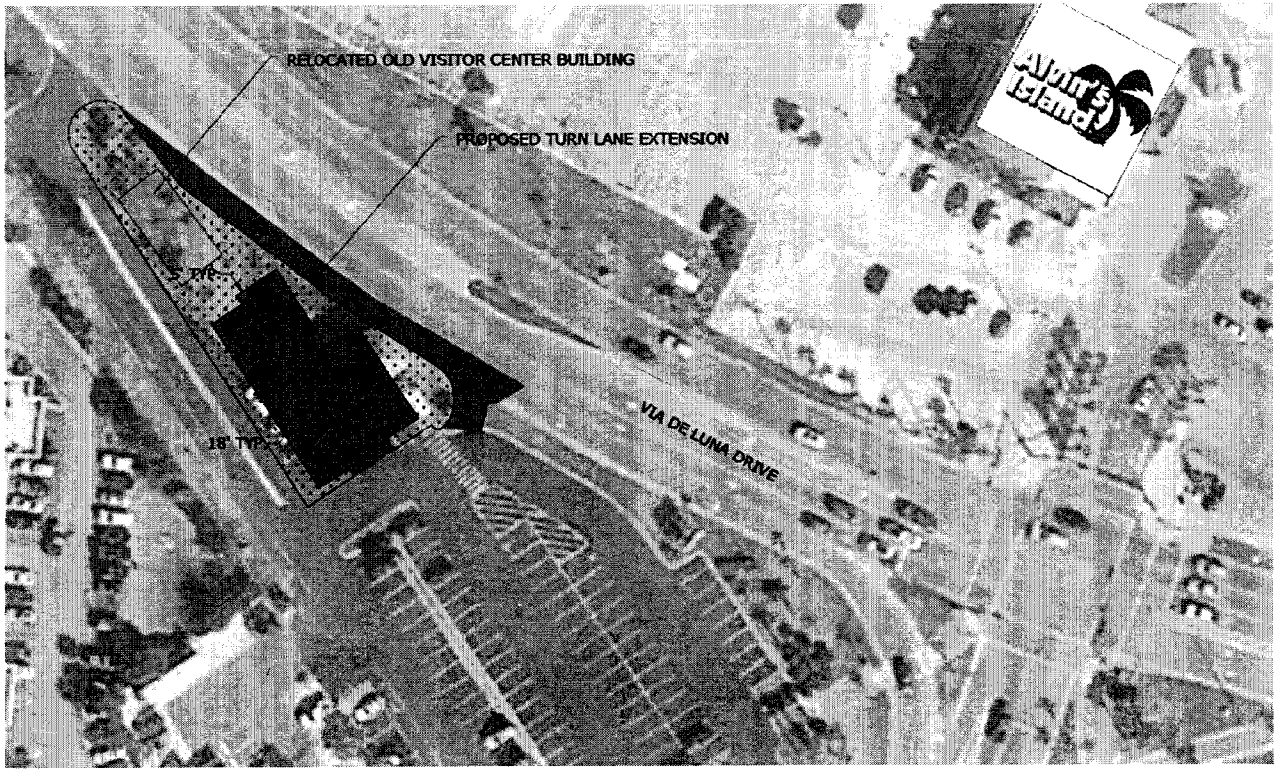
Pensacola Beach
Proposed Parking

June 7, 2018 BCC Meeting – CAR II-10

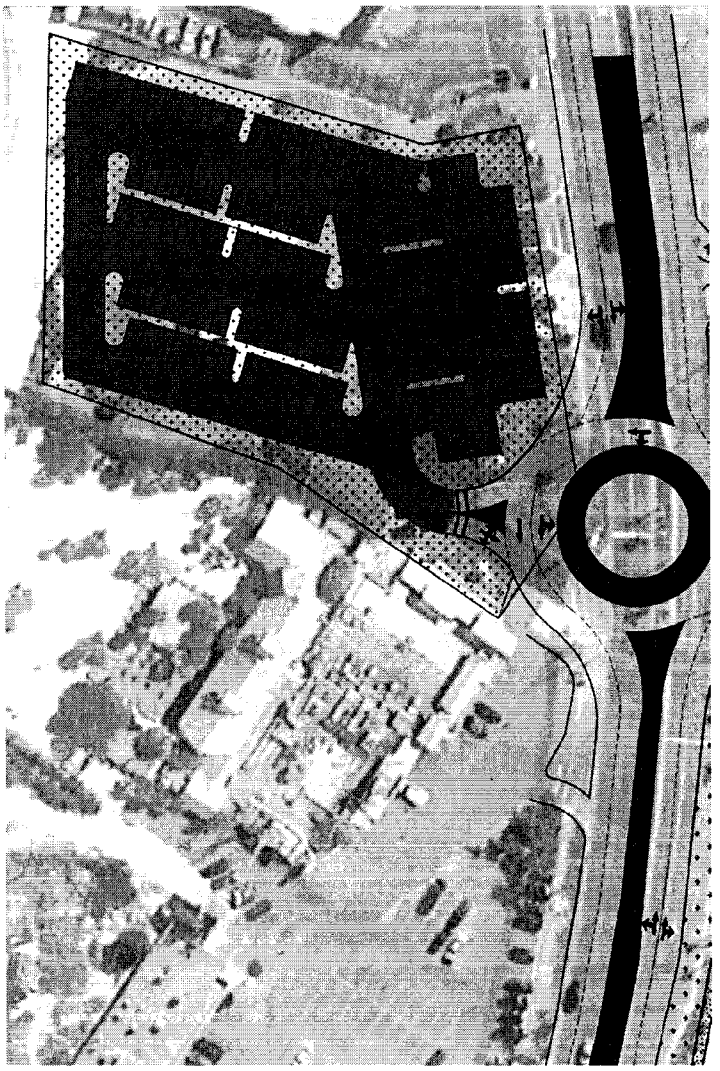
Parking East of Fire Station – 167 Lots



Parking Old Visitor Info Center – 16 Lots



Surface Parking SRIA Office Site – 108 Lots

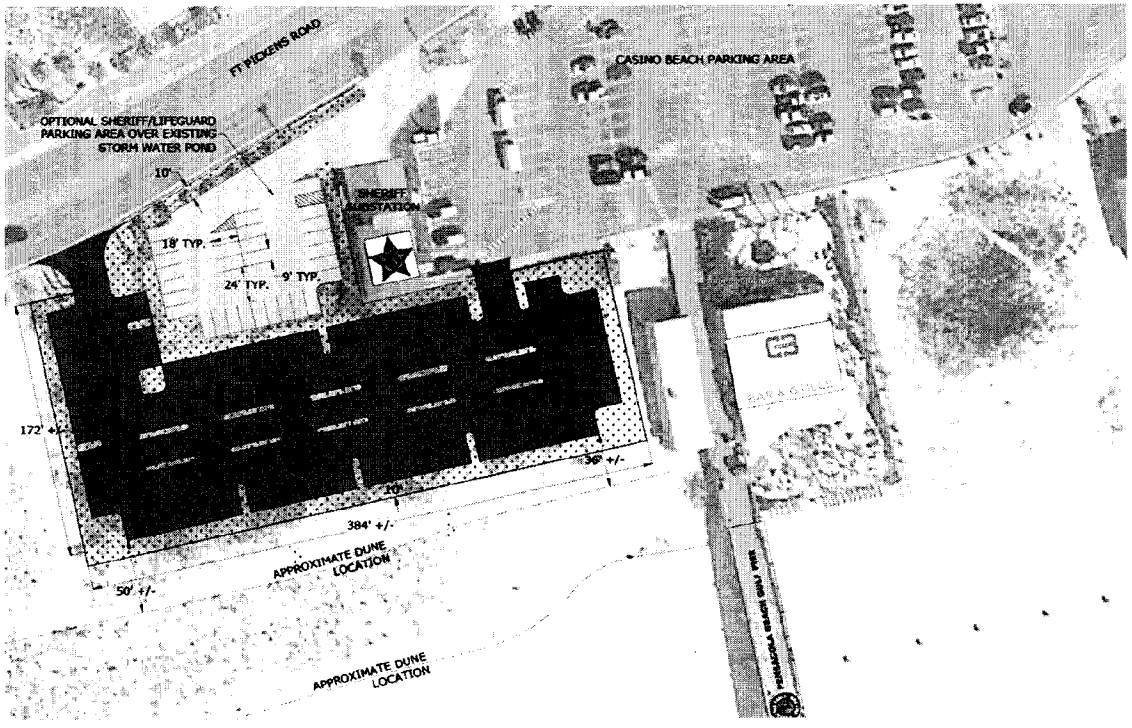


Parking Casino Beach Expansion (Initial Concept – 203 Lots) Pre-CMP

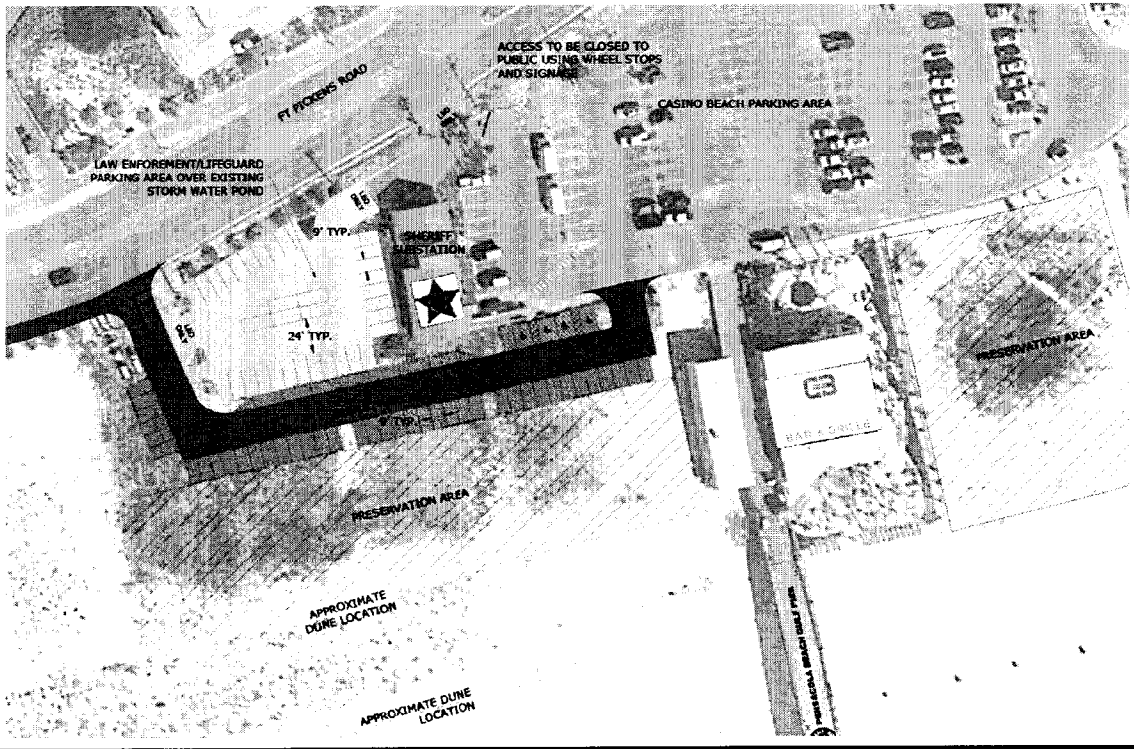
SRIA property near Sheriff's Substation at Casino Beach

Provides 203 parking spaces

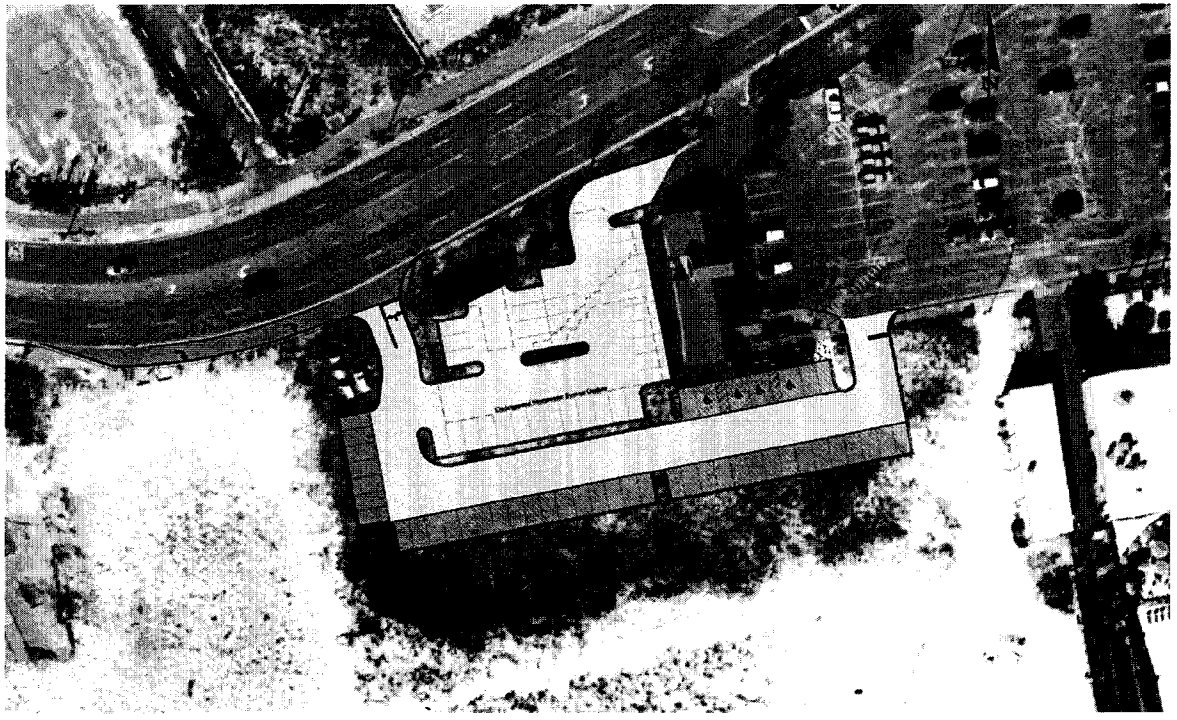
Parking Casino Beach Expansion (Revision 1 – 106 Lots) CMP



Parking Casino Beach Expansion (Revision 2 – 88 Lots) Prior to 60% Plans



Parking Casino Beach Expansion (Current Version – 80 Lots)



STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

CHAVERS CONSTRUCTION, INC.

FORM D: Road/Drainage

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND CHAVERS CONSTRUCTION, INC. FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Chavers Construction, Inc., a Florida corporation for profit, to perform all work ("Work") in connection with PD 17-18.074, Congestion Management Plan Phase II Sheriff's Parking Lot ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

$915,364.00

Nine Hundred Fifteen Thousand, Three Hundred Sixty-Four Dollars.

SECTION 4. BONDS

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours' notice prior to beginning the Work. The Work shall be **substantially completed within One Hundred Twenty (120) calendar days** from the Commencement Date. The Work shall be fully completed and deemed ready by the County for **final completion within Thirty (30) calendar days** from the Substantial Completion Date. **The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling One Hundred Fifty (150) calendar days** (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$1,000.00 for each calendar day thereafter** until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of

any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Insurance and Safety Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Contractor Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	Payment Adjustment - Bituminous Material
Exhibit H:	Technical Specifications
Exhibit I:	Plans & Standard Details prepared by or for County and Identified as follows:

TITLE SHEET NO. DATE

Exhibit K:	Federal Documents (if applicable)
Exhibit L:	Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Escambia County Central Office Complex
3363 West Park Place
Pensacola, FL 32505
Attention: Cooper Saunders

B. All correspondence with the Contractor will be addressed to the following:

Ryan Chavers, President
Chavers Construction, Inc.
1795 Detroit Boulevard
Pensacola, FL 32534

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

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

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County

may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Chavers Construction, Inc., signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____

County Administrator

Witness: _____

Date: _____

CONTRACTOR:
Chavers Construction, Inc., a for-profit Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Ryan Chavers

By: _____
Secretary

Its: President

Date: _____

(Corporate Seal)

BCC Approved: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or

compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E.**

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit Four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD format showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions

which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as

coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor’s schedule (critical path only).

9.4.4. The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written

Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of

the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement.

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in **Exhibit C**, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be

under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws,

ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor’s expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of

County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference

with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____

_____
Witnesses as to Principal

PRINCIPAL:

_____

By:_____

Name:_____

Its:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)
_____
_____ (Authorized Signature)
Witness
_____
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
_____
Witnesses
(Business Address)
_____
(Printed Name)
_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

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

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

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

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid

certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess Or Umbrella Liability Coverage
The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be

considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Jeffrey Lovingood, Purchasing Specialist
Office of Purchasing
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic,

cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____ [Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F

CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____

Contractor

By: _____

Engineer

By: _____

Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ‘ PbX(Id-Ib) where:
Pa ‘ Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ‘ Bid unit price for Bituminous Material.
Id ‘ Asphalt Price Index during the month in which the material is incorporated into the project.
Ib ‘ Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

Exhibit H

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
PUBLIC WORKS DEPARTMENT
TRANSPORTATION & TRAFFIC OPERATIONS DIVISION

INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES/SUMMARY OF QUANTITIES
3	SURVEY
4	EXISTING CONDITIONS/DEMO PLAN
5	PROPOSED CONSTRUCTION PLAN
6	GRADING PLAN
7	DRAINAGE PLAN
8	PROPOSED TURN LANE CONSTRUCTION PLAN
9	RIGHT TURN LANE TYPICAL SECTION
10	RIGHT TURN LANE CROSS SECTIONS
11-17	STANDARD DETAILS
18-23	R-TANK DETAILS
24	PROPOSED LIGHTING PLAN
25	PROPOSED PHOTOMETRIC PLAN
26	PEDESTRIAN CROSSWALK LIGHTING PLAN
27	LIGHTING DETAILS
28	LANDSCAPE PLAN
29	LANDSCAPE DETAILS
30	IRRIGATION PLAN
31	IRRIGATION DETAILS

PLANS PREPARED BY:

VOLKERT
Engineers • Surveyors • Planners
6601 N. DAVIS HWY. SUITE 102
PENSACOLA, FL. 32504
Telephone (850) 477-7485
www.volkert.com

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE LATEST ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

ANY REFERENCE TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, DIVISION I, GENERAL REQUIREMENTS AND COVENANTS, SHALL BE EXCLUDED AND NOT APPLICAPABLE TO ANY SPECIFICATION REFERED HEREIN OR OTHERWISE LISTED IN THESE PLANS OR RELATED DOCUMENTS OR THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

PLANS PROPOSED FOR

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN-PHASE II

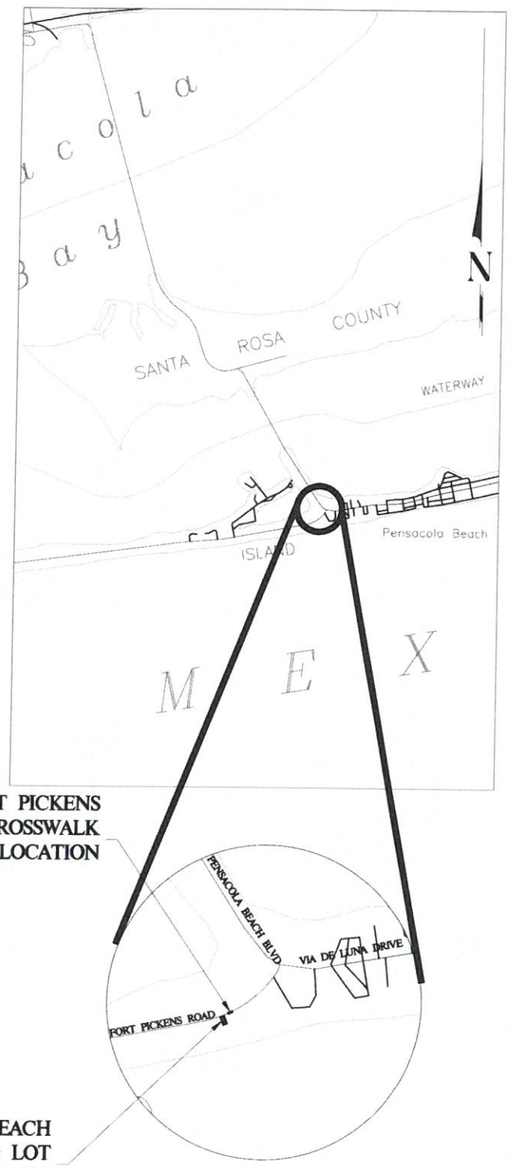
CASINO BEACH PARKING LOT

PD 15-16.007/PO 161017
VOLKERT PROJECT #635501.WR

100% SUBMITTAL
RELEASED FOR CONSTRUCTION
MAY 2018

COMMISSIONERS

DISTRICT ONE	JEFF BERGOSH, CHAIRMAN
DISTRICT TWO	DOUG UNDERHILL
DISTRICT THREE	LUMON MAY, VICE CHAIRMAN
DISTRICT FOUR	GROVER C. ROBINSON IV
DISTRICT FIVE	STEVEN BARRY



VICINITY MAP
NOT TO SCALE

MIKE J WARNKE
LICENSE
No PE64091
STATE OF FLORIDA
PROFESSIONAL ENGINEER
5/21/18

PROJECT MANAGER: DAVID FORTE	
SECTION / TOWNSHIP / RANGE: 28 / 2S / 26	DISTRICT: 4
PROJECT ENGINEER: MIKE WARNKE	REG FLA ENG NO: 64091
SIGNATURE:	DATE:

C:\volkert_pw_workingdir\amy.oloughlin\d0103849\C01_KEY.dwg, May 07, 2018 - 1:52:29PM, amy.oloughlin

GENERAL NOTES:

1. THE CONTRACTORS SHALL NOTIFY THE COUNTY DESIGN ENGINEER OR DESIGNEE 48 HOURS PRIOR TO CONSTRUCTION.

2. ALL CONDITIONS AND STIPULATIONS OF THE CONSTRUCTION PERMITS AND THE APPROVALS ISSUED BY THE ESCAMBIA COUNTY ENGINEER SHALL BE COMPLIED WITHIN EVERY DETAIL.

3. ALL ROADS DAMAGED BY CONSTRUCTION OPERATIONS ARE TO BE PATCHED OR RECONSTRUCTED AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE.

4. THE CONTRACTOR SHALL TAKE STEPS NECESSARY TO PREVENT EROSION AND ANY OFF SITE SEDIMENT TRANSPORT RESULTING FROM INCREASED RUNOFF DURING CONSTRUCTION BY PROVIDING SILT FENCE AND/OR STAKED HAY BALES AS REQUIRED BY FDOT INDEX 102, THE FLORIDA STORMWATER, EROSION, AND SEDIMENT CONTROL INSPECTOR'S MANUAL, 2000 EDITION, OR AS INDICATED ON THE PLANS. ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ASSOCIATED DISTURBED AREAS ARE STABILIZED AS TO REDUCE SEDIMENT RUNOFF, UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR DESIGNEE.

5. ANY NECESSARY PERMITS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. ESCAMBIA COUNTY OR ITS DESIGNEE WILL ASSIST CONTRACTOR WITH REQUIRED PERMITS.

6. THE CONTRACTOR IS CAUTIONED TO VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE PROJECT PRIOR TO BIDDING AND/OR CONSTRUCTION.

7. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PRESERVE OR RELOCATE ALL BENCHMARKS (VERTICAL CONTROL) AS NEEDED DURING CONSTRUCTION. ALL PUBLIC OR PRIVATE CORNER MONUMENTATION SHALL BE PROTECTED. IF A PUBLIC OR PRIVATE CORNER MONUMENTATION IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OR DESIGNEE IMMEDIATELY. ANY ESCAMBIA COUNTY HARN/GPS NETWORK MONUMENTS OR BUREAU OF SURVEY AND MAPPING GPS NETWORK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A HARN/GPS NETWORK MONUMENTS OR BUREAU OF SURVEY AND MAPPING GPS NETWORK MONUMENTS ARE DISTURBED OR DESTROYED THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF THE MONUMENTS AND HAVE THE MONUMENTS POSITION DETERMINED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER USING GUIDELINES AS ESTABLISHED BY NATIONAL GEODETIC SURVEY FOR BLUE BOOKING AND APPROVAL.

8. EXISTING DRAINAGE FEATURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.

9. THE CONTRACTOR SHALL MATCH EXISTING CONDITIONS AT THE BEGINNING AND END OF CONSTRUCTION AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE.

10. ALL ROADWAY CONSTRUCTION SHALL COMPLY WITH THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS, LATEST EDITION.

11. ALL MATERIALS, TESTING AND CONSTRUCTION METHODS SHALL CONFORM TO THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS, LATEST EDITION.

12. ANY REFERENCE TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, DIVISION 1, GENERAL REQUIREMENTS AND COVENANTS, SHALL BE EXCLUDED AND NOT APPLICABLE TO ANY SPECIFICATION REFERRED HEREIN OR OTHERWISE LISTED IN THESE PLANS OR RELATED DOCUMENTS OR THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

13. EXISTING STREET AND ROAD NAME SIGNS ON THE PROJECT SHALL BE KEPT VISIBLE AT ALL TIMES FOR THE FACILITATION OF ACCESS BY EMERGENCY VEHICLES. ALL OTHER EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS SHALL BE TAKEN DOWN AND STOCKPILED WITHIN THE R/W LIMITS BY THE CONTRACTOR AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE. ANY EXISTING SIGNS THAT ARE TO BE RELOCATED AND ARE DAMAGED BEYOND USE BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

14. CONTRACTOR SHALL COMPLY WITH ALL F.D.E.P. AND ARMY CORP. OF ENGINEERS REQUIREMENTS.

15. ONLY ACCESS TO THE ROAD R/W AS SHOWN IS GUARANTEED BY THE COUNTY. PRIVATE R/W REQUIRED BY THE CONTRACTOR TO FACILITATE CONSTRUCTION SHALL BE ACQUIRED BY THE CONTRACTOR WITH NO ADDITIONAL COMPENSATION OR ASSISTANCE FROM THE COUNTY.

16. IN THE EVENT THAT SURVEY MONUMENTATION OR REFERENCE POINTS ARE MISSING OR HAVE BEEN DESTROYED, PLEASE CONTACT:

JOE BARRET
ESCAMBIA COUNTY
3363 WEST PARK PLACE
PENSACOLA, FL 32505
PH: (850)595-3427

WESLEY BUMPERS, P.L.S.
VOLKERT, INC.
3809 MOFFETT ROAD
MOBILE, AL 36618
PH(251)342-1070

17. VEGETATION ON R/W AND EASEMENTS SHALL BE RESTORED TO ORIGINAL CONDITION UNLESS OTHERWISE NOTED ON THE PLAN SHEETS. COST OF SAID RESTORATION SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS.

18. ALL TREES WITHIN LIMITS OF CONSTRUCTION SHALL BE REMOVED UNLESS OTHERWISE NOTED IN PLANS.

19. ALL COMPACTED FILL SHALL BE PLACED IN 4" LIFTS FOR HAND POWERED TAMPERS AND 8" LIFTS FOR HEAVY EQUIPMENT OPERATED TAMPERS.

20. MAINTENANCE OF TRAFFIC AS PER FDOT INDEX 600.

GENERAL NOTES CONT.:

21. THE CONTRACTOR SHALL, AT A MINIMUM, MATCH EXISTING SIGNING AND PAVEMENT MARKINGS. ALL SIGNING AND PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THE LATEST FDOT DESIGN STANDARDS. THE CONTRACTOR SHALL CONTACT THE COUNTY TRAFFIC DEPARTMENT PRIOR TO INSTALLATION OF ANY SIGNING AND PAVEMENT MARKINGS.

22. WHERE UNSUITABLE MATERIAL, AS DEFINED BY THE COUNTY SPECIFICATIONS SECTION 02300, 1.3(I), IS ENCOUNTERED IN THE AREAS PROPOSED FOR PAVING, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE COUNTY ENGINEER OR DESIGNEE PRIOR TO ANY EXCAVATION.

23. PIPE LENGTHS SHOWN IN THE PLANS DO NOT INCLUDE THE LENGTH OF PIPE THAT MUST BE INSTALLED WITH THE MITERED END SECTION. THEREFORE, ALL PIPES LENGTHS ASSOCIATED WITH MITERED END SECTIONS SHALL BE PAID FOR IN THE UNIT COST OF THE MITERED END SECTION.

24. ALL CONTRACTORS, COUNTY REPRESENTATIVES, AND UTILITY COMPANIES ARE RESPONSIBLE FOR THEIR RESPECTIVE SURVEYING AND LAYOUT. ANY SURVEYING MONUMENTATION DISTURBED DURING CONSTRUCTION SHALL BE REPLACED UPON COMPLETION OF THE WORK BY A REGISTERED LAND SURVEYOR IN THE STATE OF FLORIDA.

25. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE EXISTING SITE CONDITIONS, INCLUDING SOIL CONDITIONS PRIOR TO BIDDING ON THE PROJECT. A COPY OF THE GEOTECHNICAL REPORT IS INCLUDED IN THE CONTRACT DOCUMENTS FOR THE CONTRACTORS REFERENCE.

27 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE REQUIRED TESTING TO ENSURE THAT PROPER COMPACTION HAS BEEN ACHIEVED ON THE SUBGRADE, BASE AND ALL OTHER PERTINENT AREAS THAT HAVE BEEN COMPLETED. THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING AND RETESTING AS REQUIRED AND SHALL PROVIDE THE COUNTY WITH COPIES OF CERTIFIED TESTING REPORTS.

28. THE LOCATION OF ALL EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY. IT IS THE CONTRACTORS RESPONSIBILITY PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE ANY REQUIRED ARRANGEMENTS FOR ANY RELOCATIONS OF THESE UTILITIES WITH THE OWNER OF SAID UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING UNDERGROUND UTILITIES, WHETHER SHOWN ON THE PLAN OR LOCATION BY THE UTILITY. ANY UTILITIES THAT INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL TO BROUGHT TO THE ATTENTION OF THE ENGINEER. ANY FEES ASSOCIATED WITH UTILITY RELOCATIONS SHALL BE BORNE IN ACCORDANCE WITH RESPECTIVE UTILITY COMPANY STANDARDS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE RELOCATION OF ANY UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.

29. THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE COUNTY, ENGINEER OF RECORD, UTILITY COMPANIES AND CONTRACTOR PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

30. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A UTILITY PERMIT FROM THE COUNTY ROAD DEPARTMENT PRIOR TO COMMENCING ANY WORK WITHIN THE R/W.

31. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF CONSTRUCTION PLANS AND ALL PERMITS ON THE JOB SITE AT ALL TIMES.

32. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT NO CONSTRUCTION ACTIVITIES TAKE PLACE OUTSIDE OF THE EXISTING R/W OR EASEMENTS SHOWN ON THE PLANS. ANY ON-SITE OR OFFSITE AREAS THAT ARE DISTURBED SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER AS DIRECTED BY THE ENGINEER.

33. THE CONTRACTOR SHALL BE RESPONSIBLE TO SAFETY BARRICADE ALL EXCAVATIONS AND OTHER HAZARDS.

34. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY CONFLICTS BETWEEN THE CONTRACT DOCUMENTS AND EXISTING CONDITIONS. THE DRAWINGS REPRESENT KNOWN STRUCTURES AND UTILITIES LOCATED WITHIN THE PROJECT AREA, THE CONTRACTOR IS CAUTIONED THAT OTHER STRUCTURES AND UTILITIES, ABOVE OR BELOW GROUND, MAY BE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION.

35. ALL MATERIALS AND CONSTRUCTION TO BE IN ACCORDANCE WITH THE COUNTY'S LATEST CONSTRUCTION SPECIFICATIONS. ALL MATERIALS STORAGE AREAS SHALL BE CLEARLY IDENTIFIED AND SECURED BY THE CONTRACTOR. STOCKPILES ON THE ISLAND ARE LIMITED AND REQUIRE PRIOR APPROVAL.

36. ALL NEW CONCRETE FOR THE PROJECT SHALL ACHIEVE A 28 DAY STRENGTH OF 3000 PSI (MIN.), UNLESS OTHERWISE NOTED.

37. ALL TREES IN THE PROJECT AREA ARE TO REMAIN UNDAMAGED UNLESS OTHERWISE NOTED FOR REMOVAL.

38. THE CONTRACTOR IS TO REPLACE TO EXISTING CONDITION OR BETTER ANY FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, FLOWER BEDS, OR OTHER EXISTING IMPROVEMENTS IMPACTED DURING CONSTRUCTION, WHETHER DEPICTED ON THE PLANS OR NOT.

39. ALL EXISTING MAILBOXES INTERFERING WITH NEW CONSTRUCTION SHALL BE RELOCATED OR REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH POSTAL REQUIREMENTS AND IN ACCORDANCE WITH ESCAMBIA COUNTY TECHNICAL SPECIFICATION, FDOT DESIGN STANDARDS AND UNITED POSTAL REQUIREMENTS. ALL EXISTING BRICK MAILBOXES WITHIN LIMITS OF CONSTRUCTION OR COUNTY RIGHT OF WAY SHALL BE REMOVED AND PLACED ON THE PROPERTY LINE OF THE OWNER. CONTRACTOR SHALL REPLACE EXISTING BRICK MAILBOX WITH APPROVED PLASTIC BREAK AWAY MAILBOX.

GENERAL NOTES CONT.:

40. DAMAGE TO ANY EXISTING ROADS DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR PRIOR TO FINAL "AS-BUILT" SIGN-OFF FROM THE COUNTY AT NO ADDITIONAL COST TO THE COUNTY.

41. SHOP DRAWINGS OF ALL MATERIALS BEING USED SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO ORDER, SHIPMENT, OR INSTALLATION.

42. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW "AS-BUILT" CONDITIONS OR ALL WORK. RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER PRIOR TO REQUESTING A FINAL INSPECTION.

43. THE CONTRACTOR SHALL SCHEDULE WITH THE COUNTY A FINAL INSPECTION UPON COMPLETION OF ALL WORK AND ANY INTERMEDIATE INSPECTIONS AT 850-595-3472. AS-BUILT CERTIFICATION IS REQUIRED PRIOR TO REQUEST FOR FINAL INSPECTION.

44. ALL ASPECTS OF STORMWATER/DRAINAGE AND/OR TRANSPORTATION COMPONENTS SHALL BE COMPLETED PRIOR TO REQUESTING A FINAL INSPECTION.

45. NO DEVIATIONS OR REVISION FROM THE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM BOTH THE ENGINEER OF RECORD AND ESCAMBIA COUNTY. ANY DEVIATION MAY RESULT IN DELAYS IN THE COUNTY'S ACCEPTANCE OF IMPROVEMENTS.

46. IF ARCHAELOGICAL MATERIAL/PREHISTORIC ARTIFACTS SUCH AS POTTERY OR CERAMICS, STONE TOOLS OR METAL IMPLEMENTS, OR ANY OTHER PHYSICAL REMAINS THAT COULD BE ASSOCIATED WITH NATIVE AMERICAN CULTURES, OR EARLY COLONIAL OR AMERICAN SETTLEMENT ARE ENCOUNTERED AT ANY TIME, THE PROJECT SHOULD CEASE ALL ACTIVITIES INVOLVING SUBSURFACE DISTURBANCE IN THE IMMEDIATE VICINITY OF SUCH DISCOVERIES. THE APPLICANT/RECIPIENT, OR OTHER DESIGNEE, SHOULD CONTACT THE FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES, THE STATE HISTORIC PRESERVATION OFFICER (SHPO) AND THE DSH/FEMA REGION IV ENVIRONMENTAL OFFICER AND FDEM STATE ENVIRONMENTAL LIAISON OFFICER FOR FURTHER GUIDANCE. PROJECT ACTIVITIES SHOULD NOT RESUME WITHOUT VERBAL AND/OR WRITTEN AUTHORIZATION FROM THE THE DIVISION OF HISTORICAL RESOURCES.

47. IN THE EVENT THAT UNMARKED HUMAN REMAINS ARE ENCOUNTERED DURING PERMITTING ACTIVITIES, ALL WORK MUST STOP IMMEDIATELY AND THE PROPER AUTHORITIES NOTIFIED IN ACCORDANCE WITH SECTION 872.05, FLORIDA STATUTE.

48. ALL CONSTRUCTION SHALL MEET ALL REQUIREMENTS CONCERNING ADA STANDARDS, LATEST EDITION OF DESIGN STANDARDS AND PUBLIC RIGHTS-OF-WAYS ACCESSIBILITY GUIDELINES (PROWAG).

49. ALL MATERIALS BROUGHT ONTO PENSACOLA BEACH MUST MEET THE BARRIER ISLAND SAND PROVISIONS OF THE LAND DEVELOPMENT CODE AND DESIGN MANUAL.

UTILITY NOTES:

1. THE LOCATION SHOWN FOR EXISTING UNDERGROUND UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK IN EACH AREA. THE CONTRACTOR AGREES TO BE COMPLETELY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UTILITIES.

2. UTILITY OWNERS SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION SO THAT THE UTILITY OWNER CAN SPOT VERIFY AND/OR EXPOSE THEIR UTILITIES. KNOWN UTILITIES OWNERS INCLUDE:

SEWER/WATER - EMERALD COAST UTILITY AUTHORITY
MR. BRANDON KNIGHT
P.O. BOX 15311
PENSACOLA, FL. 32514 PH: (850) 698-4609

NATURAL GAS - ENERGY SERVICES OF PENSACOLA
MR. CLINT SHEVAT
1625 ATWOOD DRIVE
PENSACOLA, FL. 32514 PH: (850) 791-5285

TELEPHONE - AT&T FLORIDA
MR. BARRY POWELL
605 WEST GARDEN STREET
PENSACOLA, FL. 32501 PH: (850) 436-1483

TRAFFIC DEPARTMENT - ESCAMBIA COUNTY PUBLIC WORKS
MS. JOHNNY PETTIGREW
3363 WEST PARK PLACE
PENSACOLA, FL. 32505 PH:(850) 595-3404

ELECTRIC - GULF POWER
MR. CHAD SWAILS
5120 DOGWOOD DRIVE
MILTON, FL. 32570 PH: (850) 549-1031

CABLE - COX CABLE
MR. TROY YOUNG
2421 EXECUTIVE PLAZA
PENSACOLA, FL. 32504
PH: (850)232-5044

SUNSHINE STATE ONE-CALL
7200 LAKE ELLENOR DRIVE, SUITE 200
ORLANDO, FL. 32809 PH: (800) 432-4770

3. AT&T FLORIDA WILL COMPLETE ALL WORK DURING THE HOURS OF 7:30 AM - 4:30 PM, MONDAY THRU FRIDAY. NO NIGHT OR WEEKEND WORK.

4. ALL CABLE DAMAGE MUST BE REPORTED TO THE ATT FLORIDA REPAIR SERVICE DEPARTMENT AT 611 FROM A LAND LINE OR 877-737-2478 IF USING A CELL PHONE.

5. CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES AND UNDERGROUND UTILITIES.

6. UTILITIES TO REMAIN AND BE PROTECTED DURING CONSTRUCTION. NECESSARY REPAIRS SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS AND SHALL BE TO THE SATISFACTION OF UTILITY OWNERS.

7. ADEQUATE PROVISIONS SHALL BE MADE FOR THE FLOW OF SEWERS, DRAINS, WATER COURSES AND OTHER UTILITIES ENCOUNTERED DURING CONSTRUCTION.

8. THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND OTHER IMPROVEMENTS SHOWN AND NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR REPAIRS OF UTILITIES AND OTHER IMPROVEMENTS(SHOWN AND UN-SHOWN) DAMAGED DURING CONSTRUCTION AND SHALL MAINTAIN SUFFICIENT PROTECTION FOR ALL UTILITIES TO REMAIN. THE CONTRACTOR SHALL SUPPORT ALL EXISTING UTILITIES AS REQUIRED FOR THE INSTALLATION OF THE PROPOSED IMPROVEMENTS. ALL COSTS ASSOCIATED WITH PROTECTING, SUPPORTING, REPAIRING, AND OTHER ACTIVITIES RESULTING FROM CONTRACTOR DAMAGE TO THE UTILITIES OR PROTECTION OF THE UTILITIES SHALL BE THE CONTRACTORS RESPONSIBILITY AT NO ADDITIONAL COST TO THE COUNTY.

ENGINEERS ESTIMATED QUANTITIES, CASINO BEACH PARKING AREA

Item	DESCRIPTION	UNIT	BID QUANITY
1	Performance Bond	LS	1
2	Mobilization	LS	1
3	Clearing and Grubbing, per County Specifications 2230	AC	1
4	Remove Shrubs	EA	12
5	Remove Palm Trees	EA	15
6	Earthwork Excavate, Haul, and Install, On-site/Off-site	CY	1800
7	Earthwork Establishing Grade, County Specs 2300	SY	3674
8	Remove and Replace Unsuitable Materials	CY	100
9	Final grading and seal rolling prior to paving	SY	3674
10	1" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface	SY	239
11	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface	SY	3273
12	2" County Spec 2500 Type SP 12.5 Asphalt	SY	239
13	Remove Existing Asphalt, 2" Average Depth	SY	38
14	12" Stabilized Subgrade, County Spec 2300	SY	3674
15	6" Bahamian base	SY	3405
16	8" Bahamian base	SY	270
17	6" Pipe Bollards, Per County Detail	EA	2
18	Thermoplastic 6" Solid Stripe, White or Yellow	LF	1479
19	Thermoplastic 6" Double Solid Stripe, White or Yellow	LF	25
20	Thermoplastic Stop Bar	LF	24
21	Thermoplastic Directional Arrow, Single Head (Turn Left/ Right) 16sf	EA	2
22	Thermoplastic Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	EA	1
23	Thermoplastic High Intensity Pedestrian Crosswalk	LF	25
24	Thermoplastic Handicap Parking Space with Symbol	EA	4
25	Thermoplastic "LEO ONLY" Pavement Message	EA	2
26	Stop Sign, R1-1	EA	2
27	Authorized Vehicles Only Sign	EA	4
28	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	EA	1
29	MOT	LS	1
30	FDOT Type F Curb And Gutter	LF	194
31	Concrete Bumper Guards	EA	83
32	Header Curb, Per County Detail	LF	1471
33	1' Ribbon Curb, Per County Detail	LF	82
34	5' Fiber Reinforced Concrete Sidewalk	LF	170
35	Construct Curb Ramp (Approved Mat, Color included)	EA	4
36	Saw cut Existing Concrete	LF	33
37	Remove Existing Concrete, 6" thick	SY	65
38	Remove Curb	LF	350
39	Remove Ex. 1' Wide Block Wall	LF	85
40	Misc. Concrete	CY	5
41	Street Print (Offset Brick, Terracotta or Brick color)	SY	805
42	Ditch Bottom Inlet, Type F	EA	3
43	Storm Manhole	EA	2
44	Remove Ditch Bottom Inlet (including top and bottom)	EA	2
45	Tie to Existing Inlets, Pipe, Manhole, R-Tank System	EA	6
46	18" RCP Pipe	LF	150
47	24" RCP Pipe	LF	2
48	R-Tank Stormwater System	LS	1
49	R- Tank Stormwater System Installation	LS	1
50	Silt Fence Type IV	LF	1200
51	Construct Stabilized Gravel Construction Entrance	EA	1
52	NPDES NOI and NOT Permit, including SWPPP and monitoring (for use only with disturbed areas over 1.0 Acre)	EA	1
53	Wood Split Rail Fence	LF	910
54	Split Rail Fence Gate	EA	1
55	Remove Existing Chain Link Fence	LF	390
56	Jobsite Board for posting project information, permits, etc.	EA	1
57	Lighting	LS	1
58	Landscaping & irrigation	LS	1

MIKE J WARNKE
LICENSE
No PE64091
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
GENERAL NOTES/SUMMARY OF QUANTITIES

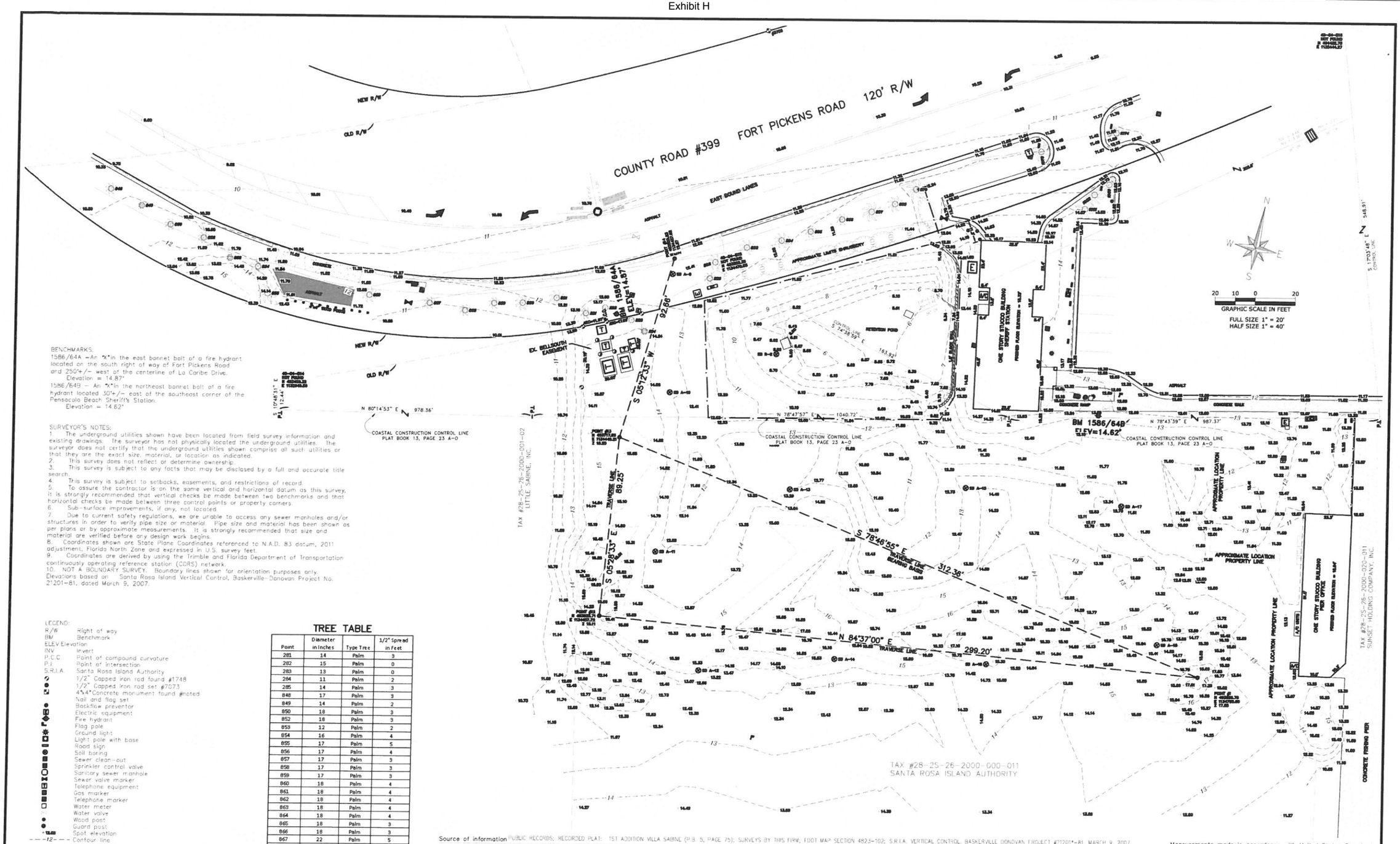
VOLKERT
Engineering • Planning • Environmental • Surveying • Transportation
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 572-8935

DRAWN BY: AMY O'LAUGHLIN
DESIGNED BY: MIKE WARNKE
QA/QC MANAGER: DAVID FORTE
DATE: MARCH 2018
FIELD BOOK/ PAGES:
CHECKED BY:
REG. FIRM NO. 64091
DATE:
SIGNATURE:
DISTRICT: 4
SECTION / TOWNSHIP / RANGE

REVISIONS | NUMBER | DATE | APPROVED BY:

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 2 OF 31

Exhibit H



BENCHMARKS:
1586/64A – An "X" in the east bonnet bolt of a fire hydrant located on the south right of way of Fort Pickens Road and 250'+/– west of the centerline of La Caribe Drive.
Elevation = 14.87'
1586/64B – An "X" in the northeast bonnet bolt of a fire hydrant located 30'+/– east of the southeast corner of the Pensacola Beach Sheriff's Station.
Elevation = 14.62'

SURVEYOR'S NOTES:
1. The underground utilities shown have been located from field survey information and existing drawings. The surveyor has not physically located the underground utilities. The surveyor does not certify that the underground utilities shown comprise all such utilities or that they are the exact size, material, or location as indicated.
2. This survey does not reflect or determine ownership.
3. This survey is subject to any facts that may be disclosed by a full and accurate title search.
4. This survey is subject to setbacks, easements, and restrictions of record.
5. To assure the contractor is on the same vertical and horizontal datum as this survey, it is strongly recommended that vertical checks be made between two benchmarks and that horizontal checks be made between three control points or property corners.
6. Sub-surface improvements, if any, not located.
7. Due to current safety regulations, we are unable to access any sewer manholes and/or structures in order to verify pipe size or material. Pipe size and material has been shown as per plans or by approximate measurements. It is strongly recommended that size and material are verified before any design work begins.
8. Coordinates shown are State Plane Coordinates referenced to N.A.D. 83 datum, 2011 adjustment, Florida North Zone and expressed in U.S. survey feet.
9. Coordinates are derived by using the Trimble and Florida Department of Transportation continuously operating reference station (CORS) network.
10. NOT A BOUNDARY SURVEY. Boundary lines shown for orientation purposes only.
Elevations based on: Santa Rosa Island Vertical Control, Baskerville-Donovan Project No. 21201-81, dated March 9, 2007.

LEGEND:
R/W Right of way
BM Benchmark
ELEV Elevation
INV Invert
P.C.C. Point of compound curvature
P.I. Point of intersection
S.R.I.A. Santa Rosa Island Authority
1/2" Capped iron rod found #1748
1/2" Capped iron rod set #7073
4"x4" Concrete monument found #noted
Nail and flag set
Backflow preventor
Electric equipment
Fire hydrant
Flag pole
Ground light
Light pole with base
Road sign
Soil boring
Sewer clean-out
Sprinkler control valve
Sanitary sewer manhole
Sewer valve marker
Telephone equipment
Gas marker
Telephone marker
Water meter
Water valve
Wood post
Guard post
12.00 Spot elevation
--12-- Contour line
Gas line
Sanitary sewer line
Underground electric line
Waterline
Force main
Chain link fence
Palm tree

TREE TABLE

Point	Diameter in Inches	Type Tree	1/2" Spread in Feet
281	14	Palm	3
282	15	Palm	0
283	13	Palm	0
284	11	Palm	2
285	14	Palm	3
848	17	Palm	3
849	14	Palm	2
850	18	Palm	3
852	18	Palm	3
853	12	Palm	2
854	16	Palm	4
855	17	Palm	5
856	17	Palm	4
857	17	Palm	3
858	17	Palm	3
859	17	Palm	3
860	18	Palm	4
861	18	Palm	4
862	18	Palm	4
863	18	Palm	4
864	18	Palm	4
865	18	Palm	3
866	18	Palm	3
867	22	Palm	5
868	16	Palm	4
870	13	Palm	5
1050	9	Palm	6
1051	11	Palm	5
1052	10	Palm	5
1074	10	Palm	4
1078	14	Palm	5

Source of information: PUBLIC RECORDS; RECORDED PLAT: 1ST ADDITION VILLA SABINE (P.B. 5, PAGE 75); SURVEYS BY THIS FIRM; FDOT MAP SECTION 4825-102; S.R.I.A. VERTICAL CONTROL, BASKERVILLE DONOVAN PROJECT #21201-81, MARCH 9, 2007

Bearing Reference: NORTH BASED ON TRAVERSE LINE AS S 78°46'55" E PER GPS OBSERVATION

Ordered By: MR. MIKE WARNKE Elevation Reference: NAVD 88

Encroachments: N.A.

A TOPOGRAPHIC SURVEY, LOCATION OF IMPROVEMENTS AND TREE LOCATION OF OF A PORTION OF BLOCK K, FIRST ADDITION TO VILLA SABINE, PLAT BOOK 5, PAGES 78 & 75A

ITTMAN, LAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5080 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL. 32503
Phone: (850) 434-6666 Fax: (850) 434-6661
Email: pgasurvey@bellsouth.net

Measurements made in accordance with United States Standards.

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze ☐ PSM #5605
Walter J. Glaze ■ PSM #6190

SHEET 1 OF 1
LB No. 7073

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGN BY SURVEYOR

File No. C-7764
Job No. 37469-17-B
Job No. 37824-17
Scale 1" = 20'
Date of Survey 9-28-2017
Date of Plat 9-29-2017
Date of Revision 12-5-2017
FB. 1580 PG. 61-65, 73
Drawn by PMJ
Checked By W.G.

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

DEMOLITION/EROSION CONTROL PLAN

EXISTING 13" PALM TREE TO BE RELOCATED SEE LANDSCAPING PLAN

REMOVE ALL SHRUBS

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

EXISTING PALM TREES TO BE REMOVED

EXISTING PALMS TO BE RELOCATED SEE LANDSCAPING PLAN

EXISTING INLET
TOP EL = 9.48
INV EL (E) = 3.27
INV EL (W) = 3.36

EXISTING 36" RCP

SAWCUT AND REMOVE EXISTING CURB AND GUTTER AND CONCRETE DRIVEWAY

EXISTING 14" PALM TREE TO BE REMAIN SEE LANDSCAPING PLAN

EXISTING 11" PALM TREE TO BE RELOCATED SEE LANDSCAPING PLAN

SAWCUT AND REMOVE 70 LF EXISTING CURB AND GUTTER

EXISTING 1' BLOCK WALL TO BE REMOVED

EXISTING PALM TREES TO BE REMOVED

EXISTING 24" RCP TO REMAIN

EXISTING RETENTION POND TO BE RELOCATED

EXISTING CONCRETE STRUCTURE TO BE REMOVED AND REPLACED WITH JUNCTION BOX
TOP EL = 6.22
INV EL = 0.49

SAWCUT AND REMOVE EXISTING CONCRETE SIDEWALK AND CURB AND GUTTER

BM 1586/64B
ELEV=14.62'

EXISTING CONCRETE SIDEWALK AND CURB AND GUTTER TO BE REMOVED

EXISTING ASPHALT TO BE REMOVED

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

EXISTING SANITARY VALVE TO REMAIN UNDISTURBED

EXISTING 12" CPP CONTRACTOR TO INTERCEPT AND TIE INTO PROPOSED R-TANK SYSTEM

390 LF EXISTING FENCE TO BE REMOVED

SAWCUT AND REMOVE EXISTING CURB AND GUTTER AND CONCRETE DRIVEWAY

EXISTING OVERFLOW STRUCTURE TO BE REPLACED WITH JUNCTION BOX

EXISTING UTILITIES TO REMAIN UNDISTURBED

INSTALL SILT FENCE PRIOR TO CONSTRUCTION ACTIVITIES

AT&T DIRECT BURIED COPPER CABLE FEEDING PIER SHOP PLACED APPROXIMATELY 24" DOC TO REMAIN

EXISTING SOUTHERN LIGHT HAND HOLE TO BE BROUGHT TO GRADE CONTRACTOR TO CONFIRM EXISTING HAND HOLE IS TRAFFIC RATED IF NOT, HAND HOLE TO BE REPLACED

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

EXISTING VEGETATION TO REMAIN UNDISTURBED

GRAPHIC SCALE IN FEET
20 10 0 20
FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:
R/W Right of way
BM Benchmark
ELEV Elevation
INV Invert
P.C.C. Point of compound curvature
P.I. Point of intersection
S.R.I.A. Santa Rosa Island Authority
1/2" Capped iron rod found #1748
1/2" Capped iron rod set #7073
4"x4" Concrete monument found #noted
Nail and flag set
Backflow preventor
Electric equipment
Fire hydrant
Flag pole
Ground light
Light pole with base
Road sign
Soil boring
Sewer clean-out
Sprinkler control valve
Sanitary sewer manhole
Sewer valve marker
Telephone equipment
Gas marker
Telephone marker
Water meter
Water valve
Wood post
Guard post
G Gas line
SS Sanitary sewer line
UE Underground electric line
W Waterline
FM Force main
Palm tree
- CAPPED REBAR FOUND
- SHRUB
- TREE
HDPE - HIGH DENSITY POLYETHYLENE PIPE
PB - PLAT BOOK
RCP - REINFORCED CONCRETE PIPE
PVC - POLYVINAL CHLORIDE
INV - INVERT OF STRUCTURE
TE - THROAT ELEVATION
RE - RIM ELEVATION
INV - INVERT OF STRUCTURE
IE - INVERT ELEVATION OF PIPE
PROPOSED DEMOLITION
RIGHT TURN LANE ASHALT
PROPOSED ASPHALT
EXISTING ASPHALT
PROPOSED STAMPED ASPHALT
PROPOSED CONCRETE
EXISTING CONTOUR
PROPOSED CONTOUR
SPLIT RAIL FENCE
SF SILT FENCE
FLOW ARROW
XX.XX PROPOSED SPOT ELEVATION
EX. XX.XX EXISTING SPOT ELEVATION

TREE TABLE

Point	Diameter in Inches	Type Tree	1/2" Spread in Feet
281	14	Palm	3
282	15	Palm	0
283	13	Palm	0
284	11	Palm	2
285	14	Palm	3
848	17	Palm	3
849	14	Palm	2
850	18	Palm	3
852	18	Palm	3
853	12	Palm	2
854	16	Palm	4
855	17	Palm	5
856	17	Palm	4
857	17	Palm	3
858	17	Palm	3
859	17	Palm	3
860	18	Palm	4
861	18	Palm	4
862	18	Palm	4
863	18	Palm	4
864	18	Palm	4
865	18	Palm	3
866	18	Palm	3
867	22	Palm	5
868	16	Palm	4
870	13	Palm	5
1050	9	Palm	6
1051	11	Palm	5
1052	10	Palm	5
1074	10	Palm	4
1078	14	Palm	5

MIKE J WARNKE LICENSE No PE64091 STATE OF FLORIDA PROFESSIONAL ENGINEER

VOLKERT
Engineering • Surveying • Planning
215 FAIRPOINT DRIVE SUITE B
GULF BREEZE, FL 32561
Telephone (850) 932-8835
REGISTRATION NO. 64091

DRAWN BY: AMY DI LAUGHLIN
DESIGNED BY: MIKE WARNKE
QA/QC MANAGER: DAVID FORTE
DATE: MARCH 2018
CHECKED BY:
DISTRICT: 4
SECTION/TOWNSHIP/RANGE:
SIGNATURE:

APPROVED BY:
DATE:
REVISIONS:
NUMBER:

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 4 OF 31

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

PROPOSED CONSTRUCTION PLAN

INSTALL BUMPER BLOCKS
INSTALL AUTHORIZED VEHICLES ONLY SIGN
CONSTRUCT SPLIT RAIL FENCE
INSTALL STOP SIGN
INSTALL SILT FENCE PRIOR TO CONSTRUCTION
CONSTRUCT 24" WHITE THERMOPLASTIC STOP BAR
CONSTRUCT THERMOPLASTIC TRAFFIC ARROW SEE SHEET 15 FOR DETAIL
CONSTRUCT DOUBLE YELLOW 6" THERMOPLASTIC LINES SEE SHEET 15 FOR DETAIL
CONSTRUCT 3' CURB TRANSITION
MATCH EXISTING PAVEMENT
CONSTRUCT 3' CURB TRANSITION
SEE SHEETS 8-10, 13, 15-17 FOR RIGHT TURN LANE DETAILS
PROPOSED R-TANK UNDERGROUND STORM WATER SYSTEM SEE SHEETS 18-23 FOR DETAILS
5' R/W SETBACK
INSTALL AUTHORIZED VEHICLES ONLY SIGN
EXISTING PROPERTY LINE
INSTALL SILT FENCE PRIOR TO CONSTRUCTION
CONSTRUCT HEADER SEE SHEET 11 FOR DETAILS
CONSTRUCT STAMPED ASPHALT SEE SHEET 13 FOR DETAILS
CONSTRUCT HEADER CURB SEE SHEET 11 FOR DETAILS
CONSTRUCT STAMPED ASPHALT SEE SHEET 13 FOR DETAILS
5' LANDSCAPING BUFFER
EXISTING PROPERTY LINE
APPROXIMATE LOCATION EXISTING DUNE
CONSTRUCT SPLIT RAIL FENCE GATE
CONSTRUCT RIBBON CURB
CONSTRUCT 5' SIDEWALK
CONSTRUCT 3' CURB TRANSITION
INSTALL BUMPER BLOCK (TYP.)
INSTALL TRAFFIC BOLLARDS (TYP.)
MATCH EXISTING PAVING
MATCH EXISTING CONCRETE
CONSTRUCT STAMPED ASPHALT SEE SHEET 13 FOR DETAILS
MATCH EXISTING CONCRETE/CURB
CONSTRUCT SIDEWALK HANDICAP RAMP
MATCH EXISTING PAVEMENT
CONSTRUCT HIGH INTENSITY CROSSWALK
CONSTRUCT 24" THERMOPLASTIC STOP BAR SEE SHEET 15 FOR DETAIL
CONSTRUCT SIDEWALK HANDICAP RAMP
MATCH EXISTING CONCRETE/CURB
INSTALL BUMPER BLOCK (TYP.)
INSTALL STOP SIGN
5' LANDSCAPING BUFFER
EXISTING PROPERTY LINE
CONSTRUCT STAMPED ASPHALT SEE SHEET 13 FOR DETAILS
AT&T DIRECT BURIED COPPER CABLE FEEDING PIER SHOP PLACED APPROXIMATELY 24" DOC TO REMAIN
CONSTRUCT HEADER CURB SEE SHEET 11 FOR DETAILS
INSTALL SILT FENCE PRIOR TO CONSTRUCTION ACTIVITIES
CONSTRUCT SPLIT RAIL FENCE
LEO ONLY
LEO ONLY
COASTAL CONSTRUCTION CONTROL LINE PLAT BOOK 13, PAGE 23 A-2
N 80°14'53" E 978.36'
S 10°48'31" E 12.44'

GRAPHIC SCALE IN FEET
20 10 0 20
FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:
R/W Right of way
BM Benchmark
ELEV Elevation
INV Invert
P.C.C. Point of compound curvature
P.I. Point of intersection
S.R.I.A. Santa Rosa Island Authority
1/2" Capped iron rod found #7748
1/2" Capped iron rod set #7073
4"x4" Concrete monument found #noted
Nail and flag set
Backflow preventor
Electric equipment
Fire hydrant
Flag pole
Ground light
Light pole with base
Road sign
Soil boring
Sewer clean-out
Sprinkler control valve
Sanitary sewer manhole
Sewer valve marker
Telephone equipment
Gas marker
Telephone marker
Water meter
Water valve
Wood post
Guard post
G Gas line
SS Sanitary sewer line
UE Underground electric line
W Waterline
FM Force main
Palm tree
- CAPPED REBAR FOUND
- SHRUB
- TREE
HDPE - HIGH DENSITY POLYETHYLENE PIPE
PB - PLAT BOOK
RCP - REINFORCED CONCRETE PIPE
PVC - POLYVINAL CHLORIDE
INV - INVERT OF STRUCTURE
TE - THROAT ELEVATION
RE - RIM ELEVATION
INV - INVERT OF STRUCTURE
IE - INVERT ELEVATION OF PIPE
PROPOSED DEMOLITION
RIGHT TURN LANE ASHALT
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PROPOSED STAMPED ASPHALT
PROPOSED CONCRETE
EXISTING CONTOUR
PROPOSED CONTOUR
SPLIT RAIL FENCE
SILT FENCE
FLOW ARROW
XX.XX PROPOSED SPOT ELEVATION
EX. XX.XX EXISTING SPOT ELEVATION

MIKE J WARNKE LICENSE No. PE64091 STATE OF FLORIDA PROFESSIONAL ENGINEER

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Telephone (850) 932-8335
REG. FIRM NO. 6409

DRAWN BY: JAMES COLAUCHLIN
CHECKED BY: MIKE WARNKE
DESIGNED BY: MIKE WARNKE
DATE: MARCH 2018
DISTRICT:
SECTION/TOWNSHIP/RANGE:
APPROVED BY:
DATE:
REVISIONS:

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 5 OF 31

PROVIDE 2- 1 ¼" CONDUITS 215 LB PULL CORD STUB UP IN JUNCTION BOX FOR FUTURE USE

MATCH EXISTING PAVEMENT

MATCH EXISTING PAVEMENT

PROPOSED R-TANK UNDERGROUND STORM WATER SYSTEM SEE SHEETS 25-30 FOR DETAILS

EXISTING ONE STORY STUCCO BUILDING SHERIFF STATION FFE = 15.33

MATCH EXISTING PAVEMENT

EX.12.27

EX.11.20

EX.12.04

LEO ONLY

LEO ONLY

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

AT&T DIRECT BURIED COPPER CABLE FEEDING PIER SHOP PLACED APPROXIMATELY 24" DOC TO REMAIN

N 80°14'53" E 978.36'

S 10°48'31" E 12.44'

COASTAL CONSTRUCTION CONTROL LINE PLAT BOOK 13, PAGE 23 A-D

CONSTRUCT HEADER CURB SEE SHEET 11 FOR DETAILS

EXISTING VEGETATION TO REMAIN UNDISTURBED

APPROXIMATE LOCATION EXISTING DUNE

20 10 0 20

GRAPHIC SCALE IN FEET

FULL SIZE 1" = 20'

HALF SIZE 1" = 40'

LEGEND:

R/W Right of way
BM Benchmark
ELEV Elevation
INV Invert
P.C.C. Point of compound curvature
P.I. Point of intersection
S.R.I.A. Santa Rosa Island Authority
1/2" Capped iron rod found #1748
1/2" Capped iron rod set #7073
4"x4" Concrete monument found #noted
Nail and flag set
Backflow preventor
Electric equipment
Fire hydrant
Flag pole
Ground light
Light pole with base
Road sign
Soil boring
Sewer clean-out
Sprinkler control valve
Sanitary sewer manhole
Sewer valve marker
Telephone equipment
Gas marker
Telephone marker
Water meter
Water valve
Wood post
Guard post
G Gas line
SS Sanitary sewer line
UE Underground electric line
W Waterline
FM Force main
Palm tree
- CAPPED REBAR FOUND
- SHRUB
- TREE
HDPE - HIGH DENSITY POLYETHYLENE PIPE
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INV - INVERT OF STRUCTURE
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RE - RIM ELEVATION
INV - INVERT OF STRUCTURE
IE - INVERT ELEVATION OF PIPE
PROPOSED DEMOLITION
RIGHT TURN LANE ASHALT
PROPOSED ASPHALT
EXISTING ASPHALT
PROPOSED STAMPED ASPHALT
PROPOSED CONCRETE
EXISTING CONTOUR
PROPOSED CONTOUR
SPLIT RAIL FENCE
SILT FENCE
FLOW ARROW
XX.XX PROPOSED SPOT ELEVATION
EX. XX.XX EXISTING SPOT ELEVATION

MIKE J WARNKE LICENSE No PE64091 STATE OF FLORIDA PROFESSIONAL ENGINEER

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

GRADING PLAN

VOLKERT Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE SUITE B GULF BREEZE, FL 32561 Telephone (850) 512-8935

DESIGNED BY: MIKE WARNKE
DRAWN BY: AMY OTAUGHLIN
CHECKED BY:
PROJECT MANAGER: DAVID FORTE
DISTRICT: 4
SECTION/ TOWNSHIP/ RANGE:
BID DIA. PAD. NO.: 64091
SURVEY NO.:
DATE:
APPROVED BY:
BUSINESS NUMBER

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 6 OF 31

PROVIDE 2- 1 ¼" CONDUITS 215 LB PULL CORD STUB UP IN JUNCTION BOX FOR FUTURE USE

MATCH EXISTING PAVEMENT

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

PROPOSED R-TANK UNDERGROUND STORM WATER SYSTEM SEE SHEETS 25-30 FOR DETAILS

PROPOSED JUNCTION BOX STRUCTURE D1 TOP EL =12.34 INV EL (N) = 3.72 EX. INV EL (S) = 6.14

EXISTING 24" RCP DISCHARGE PIPE TO REMAIN

CONSTRUCT 2 LF 24" RCP @ 3.00% SLOPE CONNECT TO R-TANK INV EL (N) = 6.20 SEE R-TANK DETAILS

CONSTRUCT 2 LF 18" RCP @ 2.50% SLOPE CONNECT TO R-TANK INV EL (N) = 7.70 SEE R-TANK DETAILS

CONSTRUCT 38 LF 18" RCP @ 1.32% SLOPE

CONNECT TO R-TANK INV EL (S) = 7.30 SEE R-TANK DETAILS

PROPOSED TYPE F INLET STRUCTURE B2 TOP EL = 11.90 INV EL (N) = 7.80 INV EL (E) = 8.30

AT&T DIRECT BURIED COPPER CABLE FEEDING PIER SHOP PLACED APPROXIMATELY 24" DOC TO REMAIN

EXISTING ONE STORY STUCCO BUILDING SHERIFF STATION FFE = 15.33

PROPOSED JUNCTION BOX TOP EL = 13.20 INV EL = 0.49 - TIE IN EXISTING 36" RCP INV EL = 4.33 - 12" PVC PIPE SEE SHEET 14 FOR DETAIL STRUCTURE A2

CONSTRUCT 2 LF 12" PVC PIPE TO R-TANK CONNECT TO R-TANK INV EL (N) = 4.33 SEE R-TANK DETAILS

PROPOSED TYPE F INLET STRUCTURE C1 TOP EL = 11.95 INV EL (S) = 7.75

EXISTING INLET

EXISTING 36" PIPE TO REMAIN

MATCH EXISTING PAVEMENT

MATCH EXISTING PAVEMENT

PROPOSED TYPE F INLET STRUCTURE B1 TOP EL = 12.50 INV EL = 9.40

CONSTRUCT 131 LF 18" RCP @ 0.84% SLOPE

CONSTRUCT HEADER CURB SEE SHEET 11 FOR DETAILS

EXISTING VEGETATION TO REMAIN UNDISTURBED

APPROXIMATE LOCATION EXISTING DUNE

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

S 10°48'51" E 12.44'

N 80°14'53" E 978.36'

COASTAL CONSTRUCTION CONTROL LINE PLAT BOOK 13, PAGE 23 A-D

S 10°48'51" E 548.91'

GRAPHIC SCALE IN FEET
20 10 0 20
FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:
R/W Right of way
BM Benchmark
ELEV Elevation
INV Invert
P.C.C. Point of compound curvature
P.I. Point of intersection
S.R.I.A. Santa Rosa Island Authority
1/2" Capped iron rod found #1748
1/2" Capped iron rod set #7073
4"x4" Concrete monument found #noted
Nail and flag set
Backflow preventor
Electric equipment
Fire hydrant
Flag pole
Ground light
Light pole with base
Road sign
Soil boring
Sewer clean-out
Sprinkler control valve
Sanitary sewer manhole
Sewer valve marker
Telephone equipment
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Water meter
Water valve
Wood post
Guard post
G Gas line
SS Sanitary sewer line
UE Underground electric line
W Waterline
FM Force main
Palm tree
- CAPPED REBAR FOUND
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PB - PLAT BOOK
RCP - REINFORCED CONCRETE PIPE
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INV - INVERT OF STRUCTURE
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RE - RIM ELEVATION
INV - INVERT OF STRUCTURE
IE - INVERT ELEVATION OF PIPE
PROPOSED DEMOLITION
RIGHT TURN LANE ASHALT
PROPOSED ASPHALT
EXISTING ASPHALT
PROPOSED STAMPED ASPHALT
PROPOSED CONCRETE
10 EXISTING CONTOUR
10 PROPOSED CONTOUR
SPLIT RAIL FENCE
SF SILT FENCE
FLOW ARROW
XX.XX PROPOSED SPOT ELEVATION
EX. XX.XX EXISTING SPOT ELEVATION

MIKE J WARNKE LICENSE No PE64091 STATE OF FLORIDA PROFESSIONAL ENGINEER

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
PROPOSED DRAINAGE PLAN

VOLKERT
215 FAIRPOINT DRIVE SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-8935

DRAWN BY: AMY OTAUGHEIN
DESIGNED BY: MIKE WARNKE
CHECKED BY:
PROJECT MANAGER: DAVE MANAGER
DATE: MARCH 2018
DISTRICT: 4
FIELD binder: TAGES
SECTION: TOWNSHIP: RANGE
BID PLAN NO. 64091
SIGNATURE:

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 7 OF 31

MIKE J WARNKE LICENSE No PE64091 STATE OF FLORIDA PROFESSIONAL ENGINEER

EXISTING SOUTHERN LIGHT HAND HOLE
TO BE BROUGHT TO GRADE
CONTRACTOR TO CONFIRM EXISTING HAND HOLE IS TRAFFIC RATED
IF NOT, HAND HOLE TO BE REPLACED

MATCH EXISTING CURB AND GUTTER

CONSTRUCT 3' CURB TRANSITION

CONSTRUCT 24" THERMOPLASTIC STOP BAR
SEE SHEET 15 FOR DETAIL

CONSTRUCT THERMOPLASTIC TRAFFIC ARROW
SEE SHEET 15 FOR DETAIL

CONSTRUCT DOUBLE YELLOW 6"
THERMOPLASTIC LINES
SEE SHEET 15 FOR DETAIL

CONSTRUCT 6" WHITE EDGE LINE

CONSTRUCT THERMOPLASTIC TRAFFIC ARROW
SEE SHEET 15 FOR DETAIL

NEW R/W

OLD R/W

0+50.00

1+00.00

1+50.00

2+00.00

2+50.00

3+00.00

3+50.00

MATCH EXISTING CURB AND GUTTER

CONSTRUCT 12' TURN LANE
SEE SHEETS 8-10,13, 15-17 FOR DETAILS

MATCH EXISTING ASPHALT

EAST BOUND

FORT PICKENS ROAD

105.50'

50'

20'

R10'

EXISTING GAS LINE

CONSTRUCT 6" WHITE EDGE LINE

SANITARY VALVE

CONSTRUCT TYPE F CURB AND GUTTER

N

W E

S

20 10 0 20

GRAPHIC SCALE IN FEET

FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:

R/W	Right of way
BM	Benchmark
ELEV	Elevation
INV	Invert
P.C.C.	Point of compound curvature
P.I.	Point of intersection
S.R.I.A.	Santa Rosa Island Authority
	1/2" Capped iron rod found #1748
	1/2" Capped iron rod set #7073
	4"x4" Concrete monument found #noted
	Nail and flag set
	Backflow preventor
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	Fire hydrant
	Flag pole
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	Light pole with base
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	Sewer clean-out
	Sprinkler control valve
	Sanitary sewer manhole
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	Water meter
	Water valve
	Wood post
	Guard post
G	Gas line
SS	Sanitary sewer line
UE	Underground electric line
W	Waterline
FM	Force main
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	- CAPPED REBAR FOUND
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INV	- INVERT OF STRUCTURE
TE	- THROAT ELEVATION
RE	- RIM ELEVATION
INV	- INVERT OF STRUCTURE
IE	- INVERT ELEVATION OF PIPE

PROPOSED DEMOLITION

RIGHT TURN LANE ASHALT

PROPOSED ASPHALT

EXISTING ASPHALT

PROPOSED STAMPED ASPHALT

PROPOSED CONCRETE

10 EXISTING CONTOUR

10 PROPOSED CONTOUR

SPLIT RAIL FENCE

SILT FENCE

FLOW ARROW

XX.XX PROPOSED SPOT ELEVATION

EX. XX.XX EXISTING SPOT ELEVATION

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

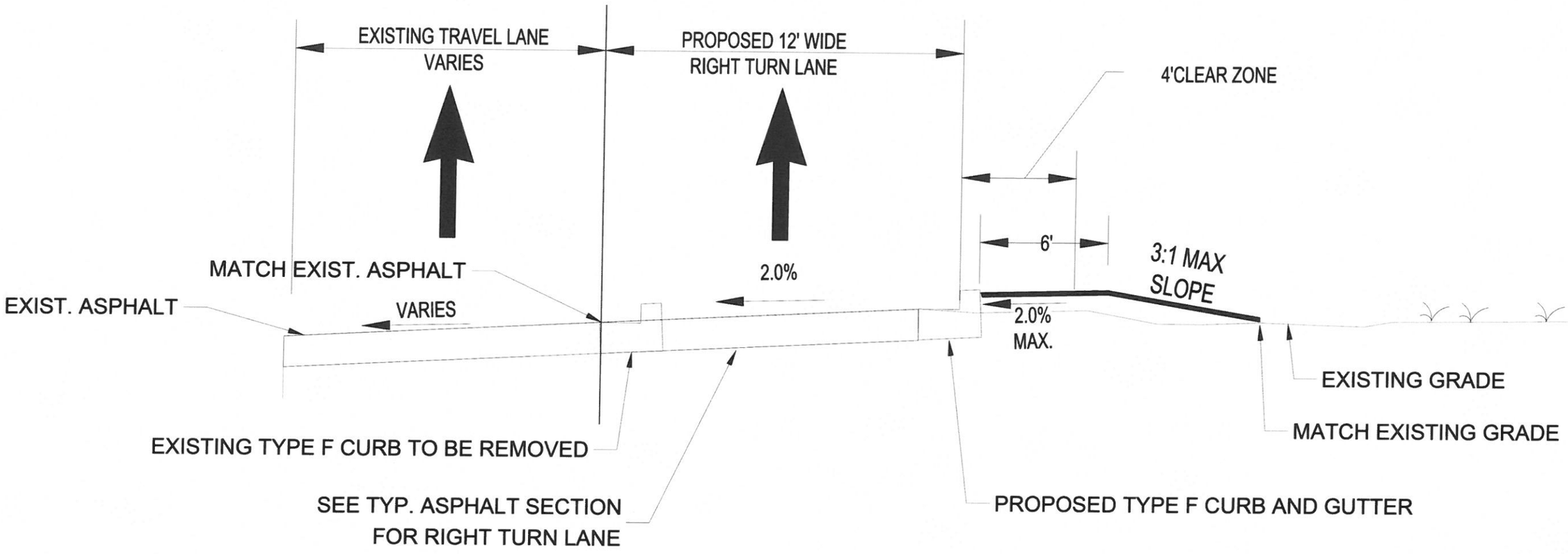
CASINO BEACH PARKING AREA
PROPOSED RIGHT TURN LANE
CONSTRUCTION PLAN

VOLKERT Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 932-8335

DESIGNED BY: MIKE WARNKE
CHECKED BY:
DISTRICT 4
DRAWN BY: AMY OUGHLIN
QA/QC MANAGER: DAVID FORTE
SECTION, TOWNSHIP, RANGE
DATE: MARCH 2018
FIELD BOOK, PAGES:
REGISTERED FLA. ENGR. 64091
SIGNATURE:
DATE:
REVISIONS
APPROVED BY
DATE
NUMBER

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 8 OF 31

*SEE LANDSCAPING PLAN FOR REQUIRED PLANTING



RIGHT TURN LANE TYPICAL CROSS SECTION

N.T.S.

MIKE J WARNKE LICENSE No PE64091 STATE OF FLORIDA PROFESSIONAL ENGINEER

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
TYPICAL RIGHT TURN LANE SECTION

VOLKERT Engineers • Surveyors • Environmental
215 FAIRPOINT DRIVE SUITE H
GULF BREEZE, FL 32561
Telephone (850) 932-8935

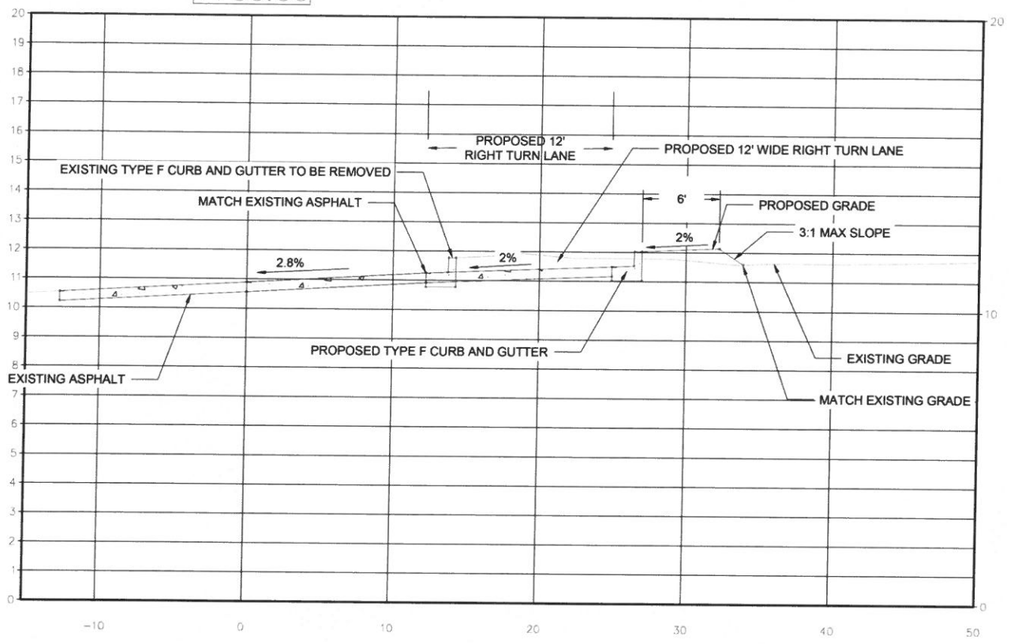
DESIGNED BY:	MIKE WARNKE
QA/QC MANAGER:	DAVID FORTE
CHECKED BY:	
DISTRICT:	4
REG. ENG. NO.:	64091
DATE:	
SIGNATURE:	
DRAWN BY:	AMY O'LAUGHLIN
DATE:	MARCH 2018
SECTION / TOWNSHIP / RANGE:	

NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 9 OF 31

Exhibit H

1+50.00



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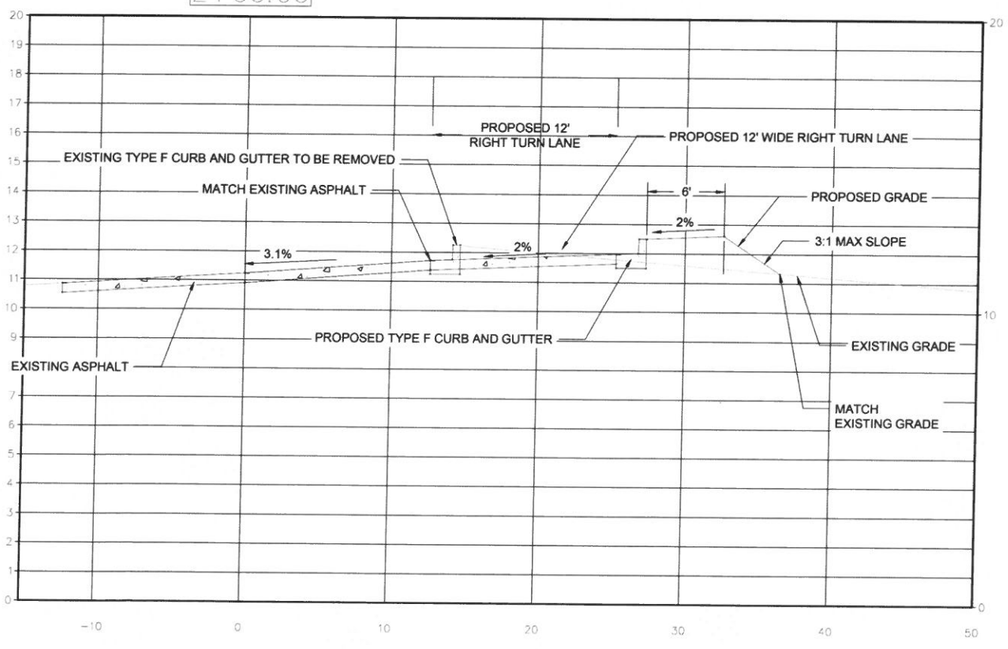

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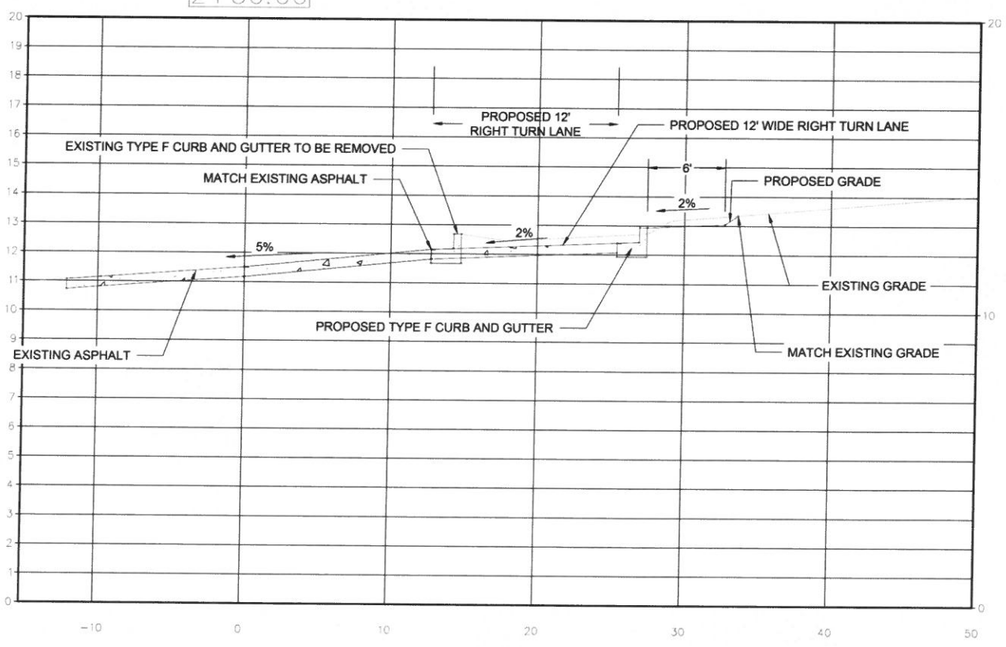

MIKE J WARNKE
LICENSE
No PE64091
STATE OF FLORIDA
PROFESSIONAL ENGINEER
3/27/19

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

TURN LANE CROSS SECTIONS

VOLKERT
Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 934-9200
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DESIGNED BY:	MIKE WARNKE
DRAWN BY:	AMY O'LAUGHLIN
CHECKED BY:	
QA/QC MANAGER:	DAVID FORTE
DATE:	MARCH 2018
FILE NAME:	
DISTRICT	4
SECTION/ TOWNSHIP/ RANGE	

NUMBER	REVISIONS	DATE	APPROVED BY

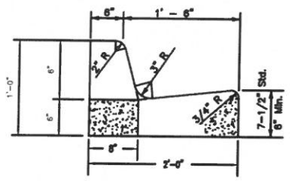
DRAWING NUMBER

PROJECT NUMBER 635501

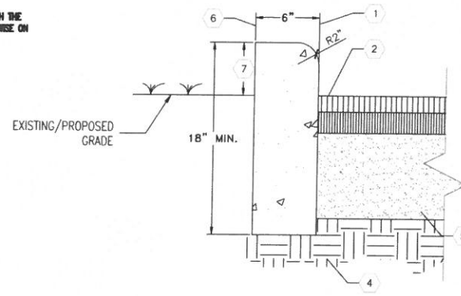
SURVEY NUMBER

SHEET 10 OF 31

*NOTE: WHEN USED ON THE HIGH SIDE OF THE ROADWAY, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6", UNLESS SHOWN OTHERWISE ON THE PLANS.



F.D.O.T. TYPE "F"
CURB & GUTTER DETAIL
N.T.S.

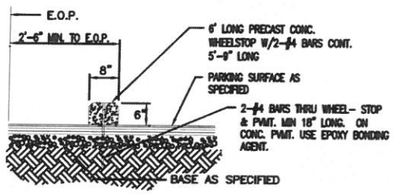


KEYED NOTES
1. LINE OF FACE OF CURB (CURB GRADE SHOWN ON PLAN).
2. PAVEMENT AT GRADE SHOWN ON PLAN.
3. N/A.
4. PREPARED SUB-GRADE.
5. STONE BASE.
6. LINE FOR BACK OF CURB.

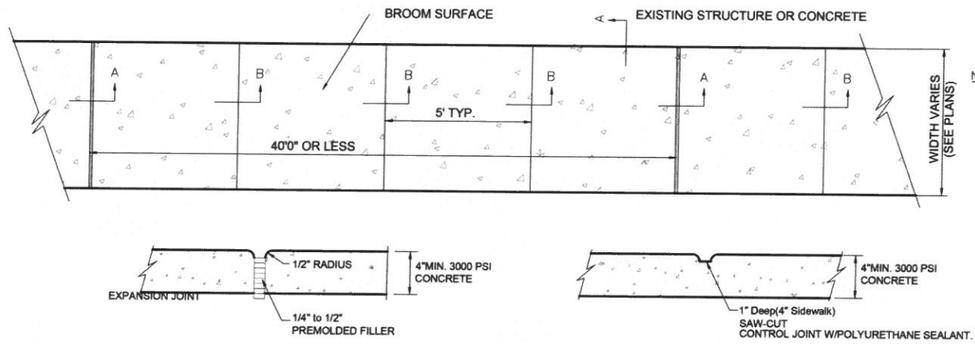
NOTE:
ALL CURBS TO HAVE 3/4" EXPANSION JOINTS AT MAXIMUM 100 FEET WITH DOWELS AND CONTROL JOINTS AT MAX. 20 FEET.

7. CONTRACTOR TO PROVIDE 6" REVEAL ON BACKSIDE OF CURB TO HELP PREVENT SAND INTRUSION INTO PARKING AREA

VERTICAL / HEADER CURB
N.T.S.



CONCRETE WHEELSTOP/
BUMPER BLOCK DETAIL
N.T.S.

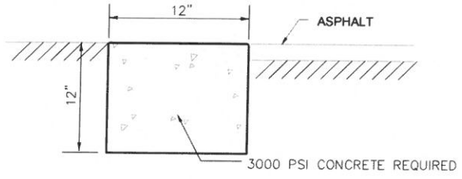


SECTION A

SECTION B
CONSTRUCTION CONTROL JOINT

CONCRETE WALK DETAIL
N.T.S.

NOTES:
1. ALL EXPANSION /CONTROL JOINTS SHALL BE FILLED WITH SIKAFLEX-1C SL (OR APPROVED EQUAL) SEALANT. JOINTS SHALL BE TAPED PRIOR TO SEALING TO ENSURE A CLEAN EDGE.
2. ALL CONCRETE WALKING SURFACES SHALL BE A FINE BROOM FINISH.
3. ALL CONCRETE WALKWAYS SHALL HAVE FIBER MESH REINFORCEMENT.
4. CONSTRUCTION AND EXPANSION JOINTS ARE REQUIRED AS PER ESCAMBIA COUNTY STANDARD SPECIFICATIONS LATEST EDITION.



TYP. 12" CONCRETE
RIBBON CURB DETAIL
N.T.S.

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
STANDARD DETAILS

VOLKERT
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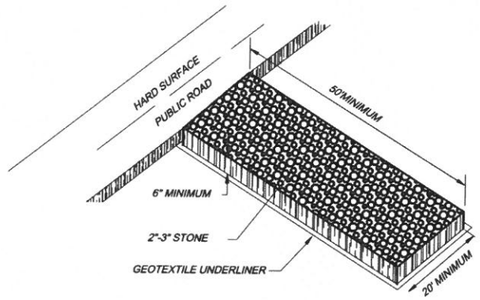
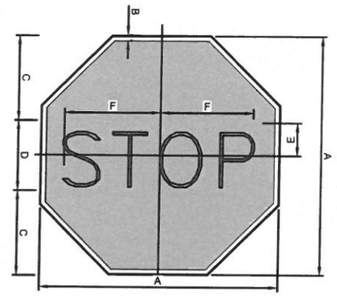
DRAWN BY: AMY OTLAUGHLIN
DESIGNED BY: MIKE WARNKE
CHECKED BY:
DATE: MARCH 2018
QA/QC MANAGER: DAVID FORTE
DISTRICT: 4
FIELD BOOK/PAGES:
SECTION/TOWNSHIP/RANGE:
REGISTERED FLORIDA PROFESSIONAL ENGINEER: MIKE J. WARNKE
LICENSE NUMBER: 64091
SIGNATURE:
DATE:
APPROVED BY:
DATE:
REVISIONS
NUMBER

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 11 OF 31

Exhibit H

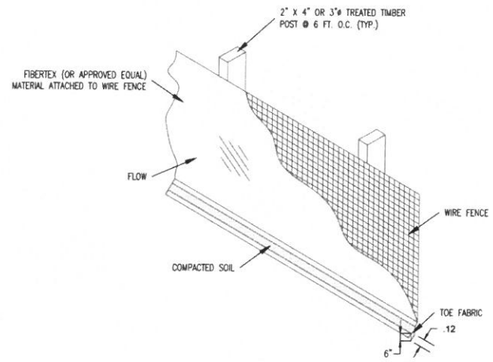


CONSTRUCTION ENTRANCE DETAIL
N.T.S.



A	B	C	D	E	F
30"	0.75"	10"	10C	5"	12.5"

R1-1 STOP SIGN DETAIL
N.T.S.

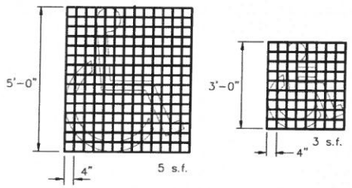


SILT FENCE DETAIL
N.T.S.

NOTES

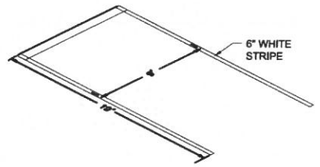
1. TOP PORTION OF R7-8 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. R7-8 MAY BE FABRICATED ON ONE PANEL OR TWO.
4. SIGNS ARE TO BE MOUNTED AT STANDARD HEIGHT. (7' FROM PAVMENT TO BOTTOM OF SIGN).

HANDICAP SIGN
N.T.S.

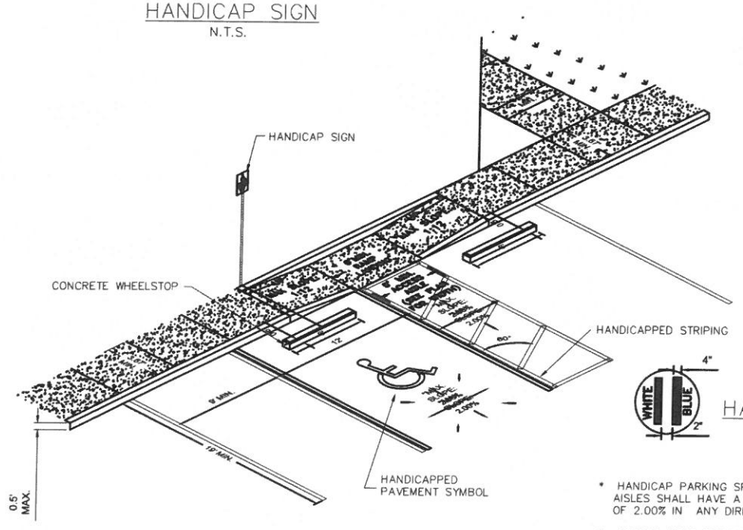


USE OF PAVEMENT SYMBOL IN HANDICAPPED PARKING SPACES IS OPTIONAL, WHEN USED THE SYMBOL SHALL BE 3 OR 5 FT. HIGH AND WHITE IN COLOR.

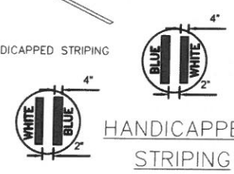
HANDICAPPED
PAVEMENT SYMBOL
N.T.S.



TYPICAL PARKING SPACE
N.T.S.

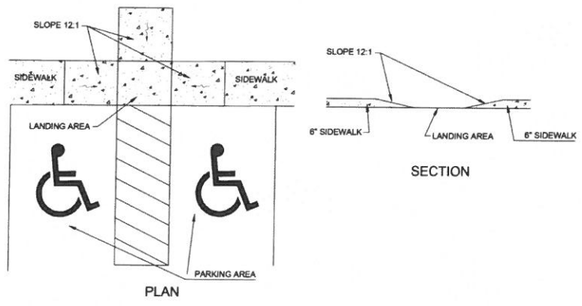


HANDICAP DETAIL
N.T.S.

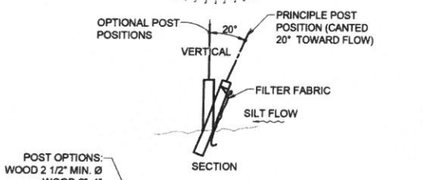


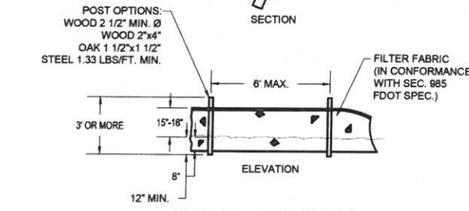
HANDICAPPED
STRIPING
N.T.S.

- HANDICAP PARKING SPACES & ACCESS AISLES SHALL HAVE A MAXIMUM GRADIENT OF 2.00% IN ANY DIRECTION
- ACCESS AISLE FOR VAN ACCESSIBLE HANDICAP PARKING SHALL BE 8' WIDE
- SEE PLAN FOR WIDTH

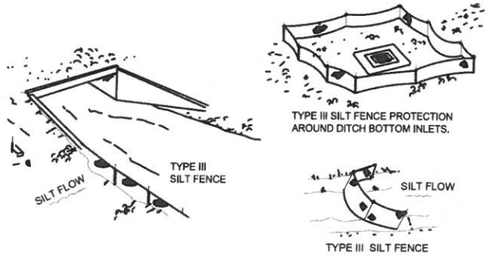


HANDICAP RAMP DETAIL
N.T.S.





TYPE III SILT FENCE



NOTE:
DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

SILT FENCE APPLICATIONS DETAIL
N.T.S.

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
STANDARD DETAILS

MIKE WARNKE LICENSE No. PE64091 STATE OF FLORIDA PROFESSIONAL ENGINEER

VOLKERT
215 FAIRPOINT DRIVE SUITE B GULF BREEZE, FL 32561 Telephone (850) 572-8935

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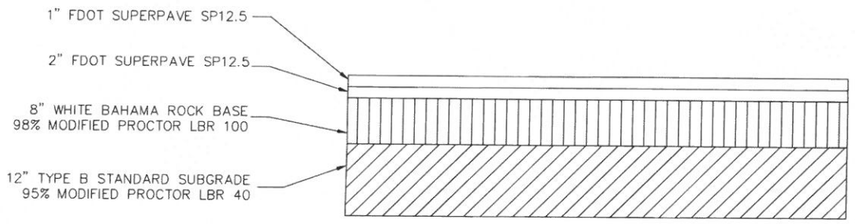
QA/QC MANAGER: DAVID FORTE		DATE: MARCH 2018	SECTION/ TOWNSHIP/ RANGE
FIELD BOOK/ PAGES:			

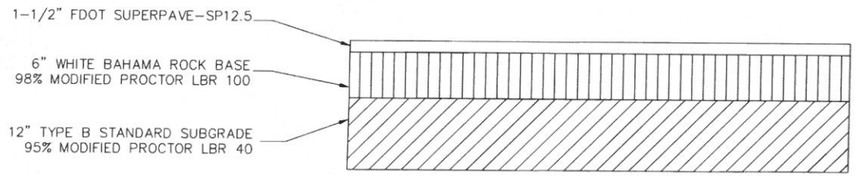
NUMBER	REVISIONS	DATE	APPROVED/DATE

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 12 OF 31



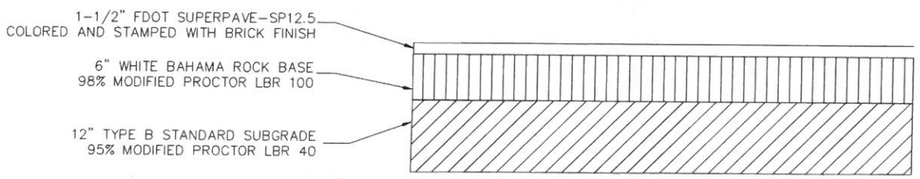
RIGHT TURN LANE TYPICAL ASPHALT SECTION

N.T.S.



TYPICAL ASPHALT SECTION

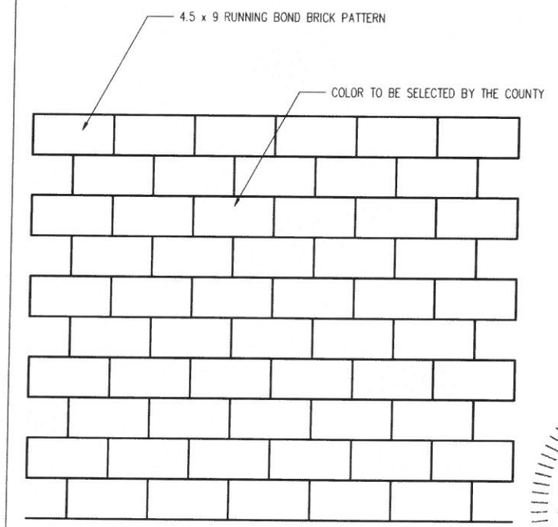
N.T.S.



STAMPED COLORED ASPHALT DETAIL

N.T.S.

NOTES:
1) COLOR TO BE SELECTED BY THE COUNTY



STAMPED ASPHALT PLAN VIEW PATTERN

MIKE J WARNKE LICENSE No PE64091 STATE OF FLORIDA PROFESSIONAL ENGINEER

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

STANDARD DETAILS

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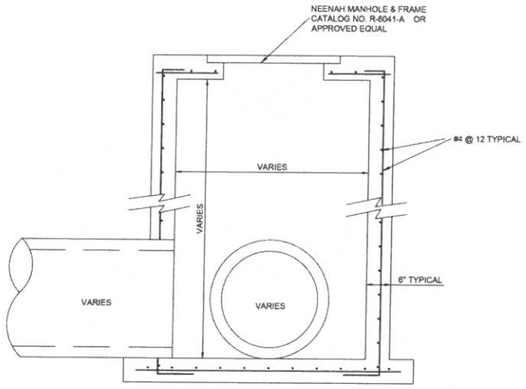
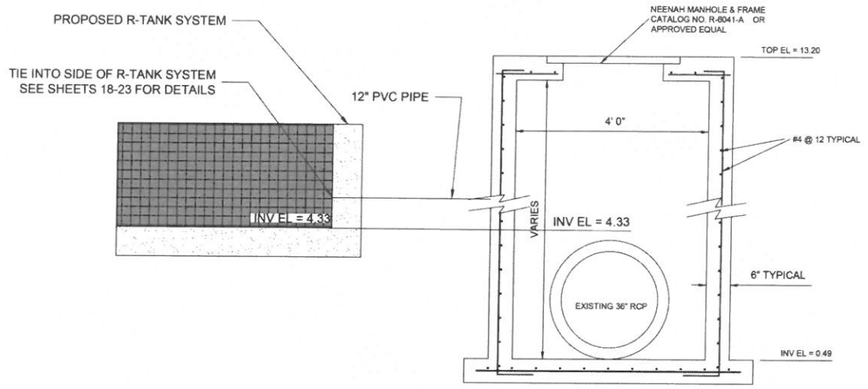
DRAWN BY: AMY O'LAUGHLIN
DESIGNED BY: MIKE WARNKE
CHECKED BY:
DATE: MARCH 2018
QA/QC MANAGER: DAVID FORTE
DISTRICT: 4
FIELD BOOK/PAGES:
SECTION/ TOWNSHIP/ RANGE
REGISTRATION NO: 64091
SIGNATURE:

NUMBER | REVISIONS | DATE | APPROVED BY

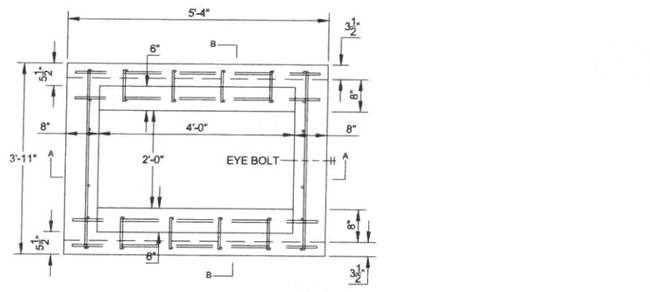
DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 13 OF 31

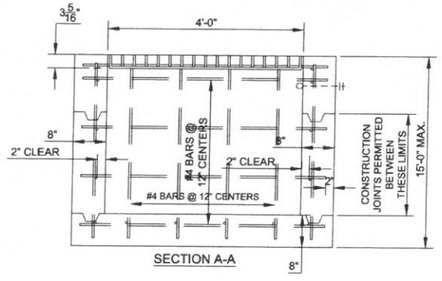


TYPICAL JUNCTION BOX DETAIL
N.T.S.

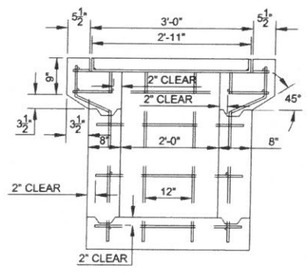


JUNCTION BOX - STRUCTURE A2
N.T.S.

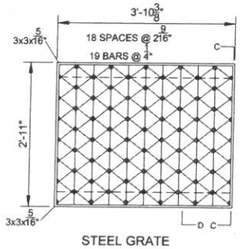




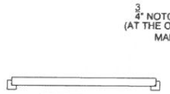
SECTION A-A



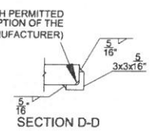
SECTION B-B



STEEL GRATE



SECTION C-C



SECTION D-D

TYPE "F" INLET
N.T.S.

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
STANDARD DETAILS

VOLKERT
Engineers • Surveyors • Planners
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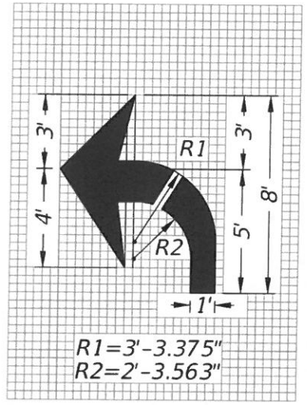
NUMBER	REVISIONS	DATE	APPROVED BY

DRAWN BY: AMY O'LAUGHLIN	DESIGNED BY: MIKE WARNKE	CHECKED BY:	DISTRICT: 4
DATE: MARCH 2018	QA/QC MANAGER: DAVID FORTE		SECTION / TOWNSHIP / RANGE
ILLUSTRATOR:			

REGISTERED PROFESSIONAL ENGINEER
MIKE WARNKE
LICENSE NO. 64091
STATE OF FLORIDA
DATE: 3/26/18
SIGNATURE:

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 14 OF 31



Turn Lane-Use Arrow (Left Turn Shown - Right Turn Similar by Opposite Hand)

17 S.F.

NOTES:

1. *When an arrow and a pavement message are used together, locate the arrow 25' downstream from the pavement message. Measure the distance from the base of the arrow to the base of the pavement message.*
2. *Place stop message 25' back from the stop line.*
3. *Dimensions are within 1" ±.*
4. *All grids are 4" x 4".*

Solid Edge Line or Lane Line — 6"

Solid Channelizing Line — 8", 12" or 18"

Two-Lane Passing Prohibited Lines — 6", 4", 6"

Double Solid Lines — 6", 4", 6"

12" Solid Pedestrian Crosswalk Line
24" Solid Stop Line — 12" or 24"

2'-4' Dotted Guide Line — 6"

2'-2' Dotted Extension Line — 12"

6'-10' Dotted Extension Line — 10' 10' 10' 10' 10' 10' 10' 10' 10' 10' 10' 10' 10'; 6' 6' 6' 6' 6' 6' 6' 6' 6' 6' 6' 6' 6'; 6"

3'-9' Dotted Interchange Line — 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9'; 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3'; 6"

3'-9' Dotted Lane Drop Line — 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9'; 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3'; 12"

10'-30' Skip Line — 10' 30' 10' 30' 10' 30' 10' 30' 10'; 6"

PAVEMENT MARKING LINES

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

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STANDARD DETAILS

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DRAWN BY:	AMY OLAUGHLIN
DESIGNED BY:	MIKE WARNKE
CHECKED BY:	
QAQC MANAGER:	DAVID FORTE
DISTRICT:	4
DATE:	MARCH 2018
FED.ROAD.TRACK:	
SECTION / TOWNSHIP / RANGE:	
REGISTRATION NUMBER:	64091
SIGNATURE:	

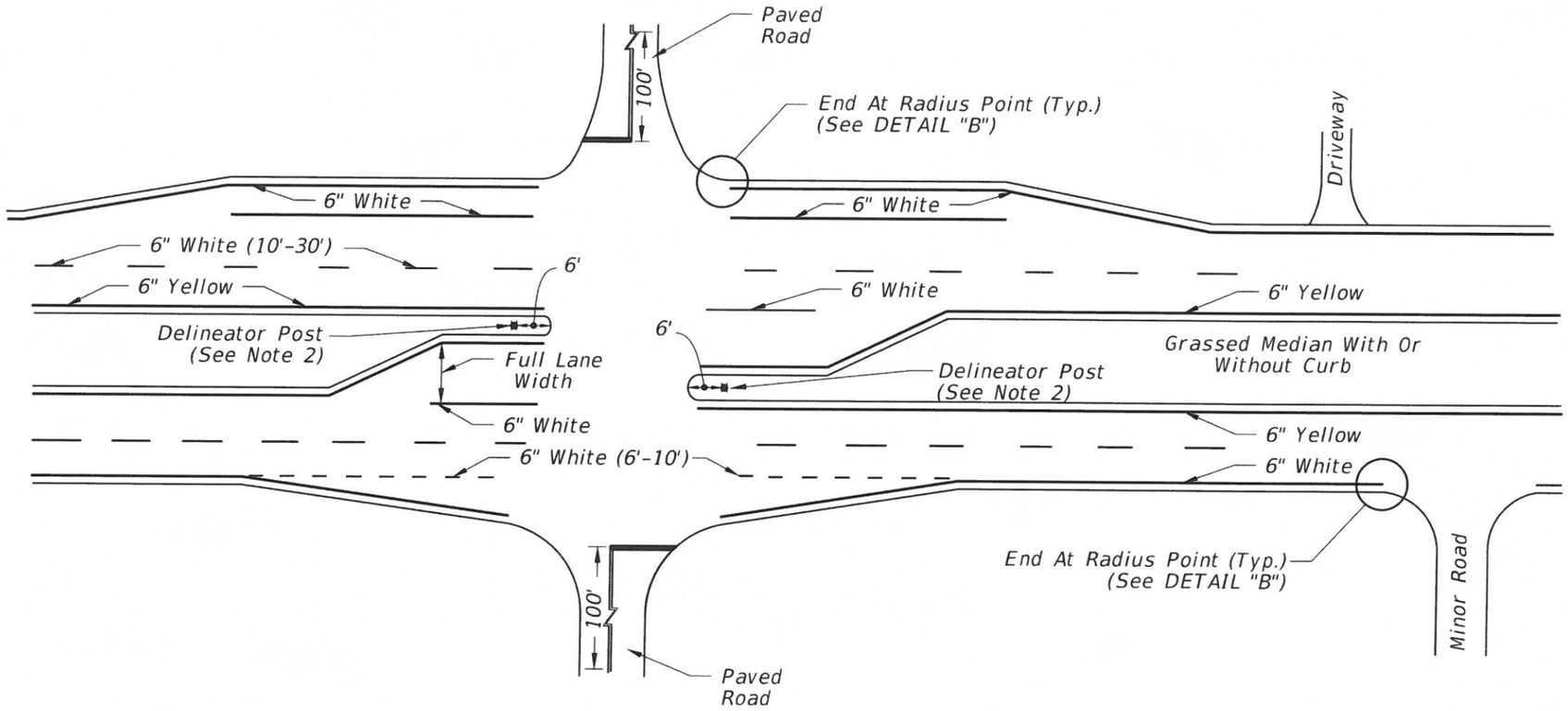
NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER

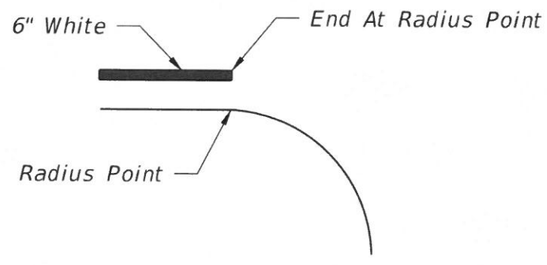
PROJECT NUMBER 635501

SURVEY NUMBER

SHEET 15 OF 31



PAVEMENT MARKINGS FOR INTERSECTIONS WITH MAJOR AND MINOR ROADS



DETAIL "B"

MIKE J WARNKE LICENSE No PE64091 STATE OF FLORIDA PROFESSIONAL ENGINEER

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GULF BREEZE, FL 32561
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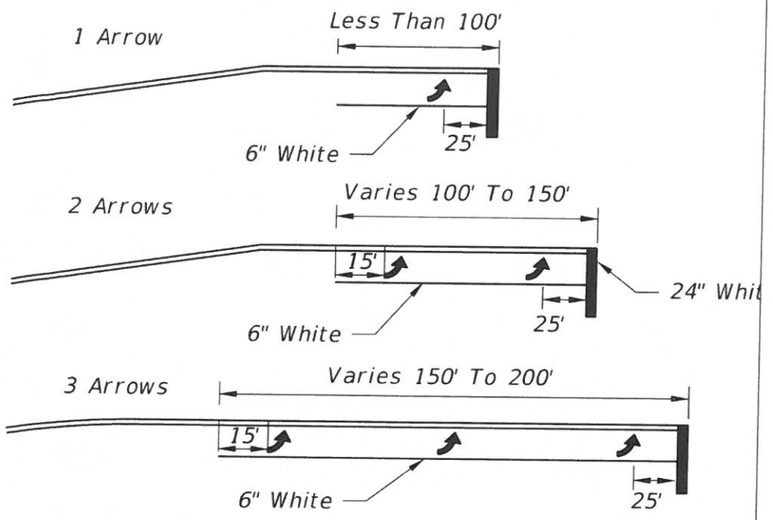
DRAWN BY:	AMY O'LAUGHLIN
DESIGNED BY:	MIKE WARNKE
CHECKED BY:	DAVID FORTE
DATE:	MARCH 2018
FIELD BOOK / PAGES:	
DETAILED BY:	
PROJECT MANAGER:	
DISTRICT:	4
SECTION / TOWNSHIP / RANGE:	
P.E. REG. NO.	64091
DATE:	
SIGNATURE:	

DRAWING NUMBER	
PROJECT NUMBER	635501
SURVEY NUMBER	
SHEET	16 OF 31



Arrow should be evenly spaced between first and last arrow. Turn lanes longer than 200' add one arrow for each 100' additional length.

ARROW SPACING

NOTES:

1. *This Index also applies to right turn lanes.*
2. *Make pavement marking yellow for left-turn lanes and white for right-turn lanes.*

MIKE J WARNKE LICENSE No PE64091 STATE OF FLORIDA PROFESSIONAL ENGINEER

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
STANDARD DETAILS

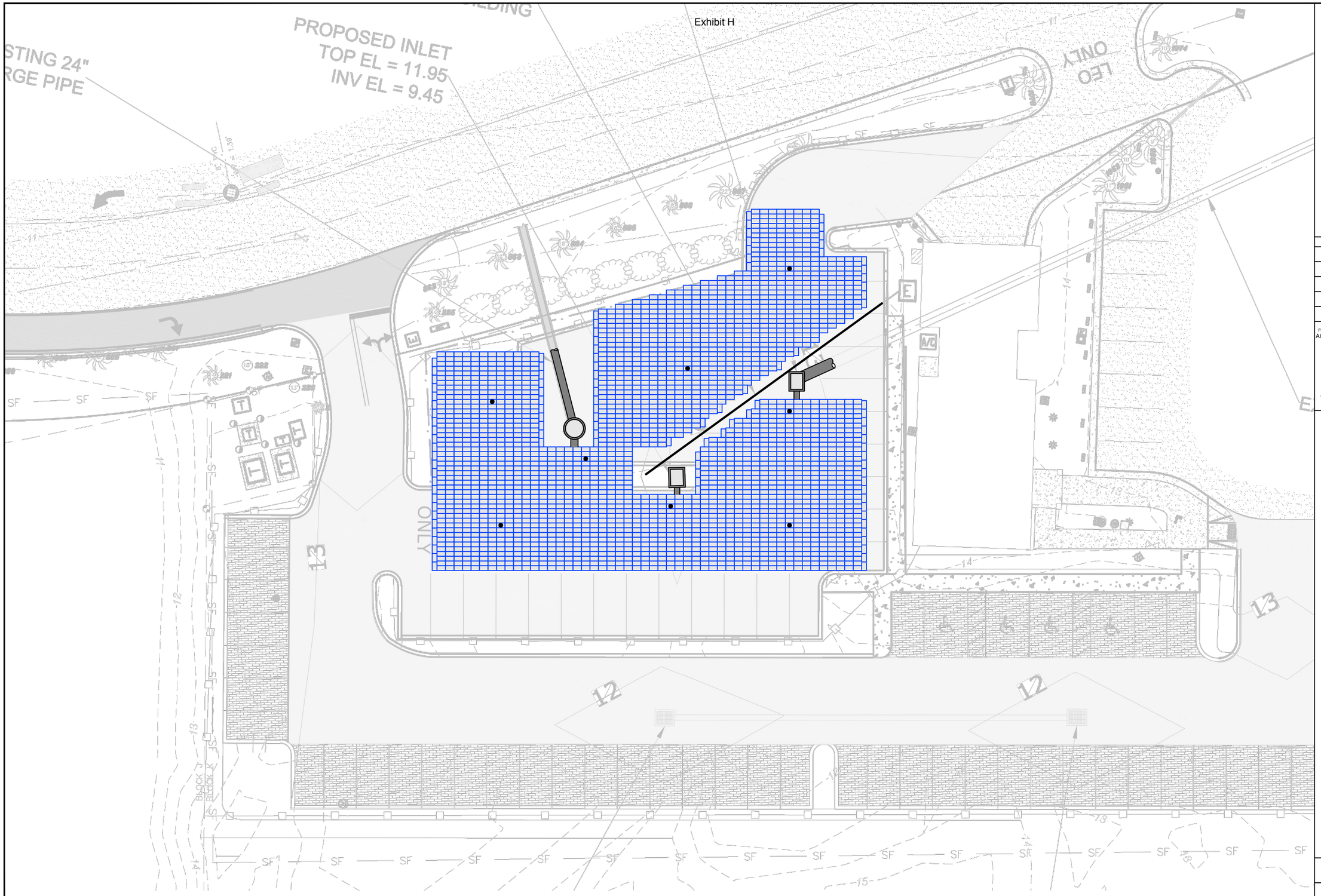
VOLKERT Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone: (850) 932-8835

DESIGNED BY: MIKE WARNKE
DRAWN BY: AMY O'LAUGHLIN
CHECKED BY: QA/QC MANAGER DAVID FORTE
DISTRICT 4
DATE: MARCH 2018
FIELD BOOK/PAGES:
SECTION/TOWNSHIP/RANGE:
REGISTRATION NO. 64091
SIGNATURE:

NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 17 OF 31

Exhibit H



R-TANK^{HD} SYSTEM OVERLAY
SCALE: 1" = 25'

NOTE: ENGINEER OF RECORD TO REVIEW, APPROVE AND ENDORSE FINAL SITE SPECIFIC DESIGN.

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www.acfenvironmental.com

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R-TANK^{HD} SYSTEM LAYOUT
CASINO BEACH PARKING AREA
ESCAMBIA, FL
SITE DESIGNATION: INFILTRATION SYSTEM
ACF ENVIRONMENTAL, 1-800-448-3636, www.acfenvironmental.com

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EDQ

DATE
03/15/18

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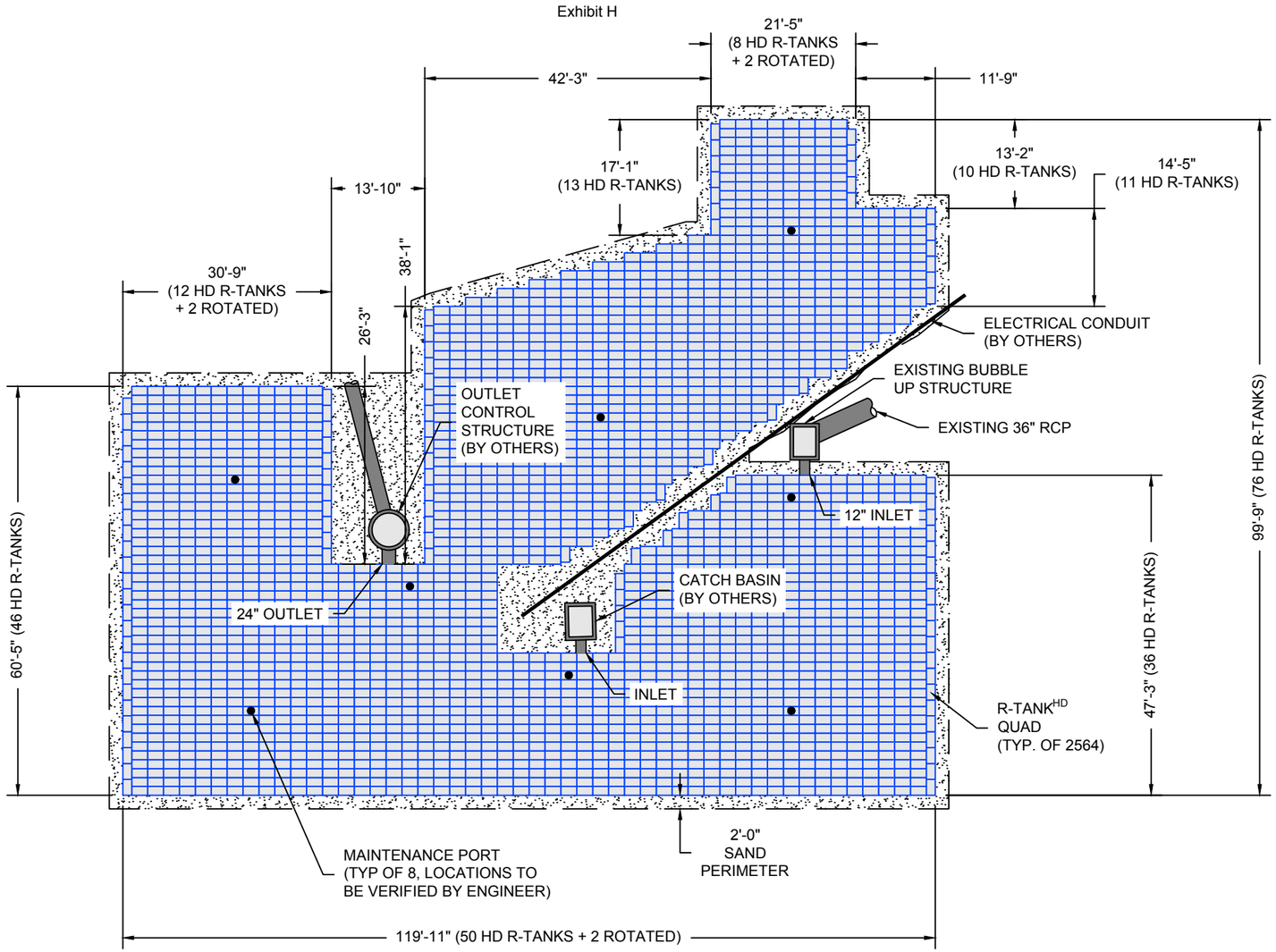
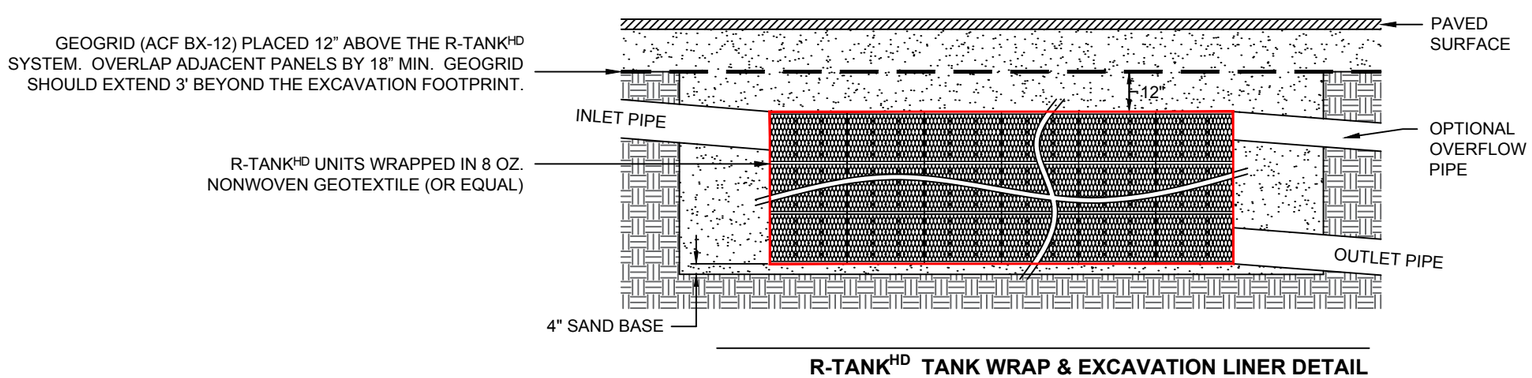
18 OF 31

Exhibit H



NOTES:
1. STORAGE VOLUME FROM 4.33 TO 9.40 = 38,014 CF
2. MAXIMUM WATER SURFACE ELEVATION FOR STORAGE VOLUMES = 9.48.

LAYOUT SCALE	1" = 20'
R-TANK^{HD} MODULE TYPE	QUAD
TRAFFIC LOAD	HS-20
# OF QUAD R-TANKS	2,564
R-TANK STORAGE VOLUME	38,614 CF
TANK INVERT	4.33
INVERT OF SAND BASE (4")	4.00
TOP OF R-TANK ELEV.	9.91
TOP OF COVER SAND ELEV. (12")	10.91
ACF BX-12 GEOGRID ELEV.	10.91
MIN. SAND PERIMETER WIDTH	2.0 FT
SEE SHEETS 3 - 6 FOR DETAILS AND ADDITIONAL INFORMATION	



R-TANK^{HD} TANK WRAP & EXCAVATION LINER DETAIL

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R-TANK^{HD} SYSTEM LAYOUT
CASINO BEACH PARKING AREA
ESCAMBIA, FL
SITE DESIGNATION: INFILTRATION SYSTEM
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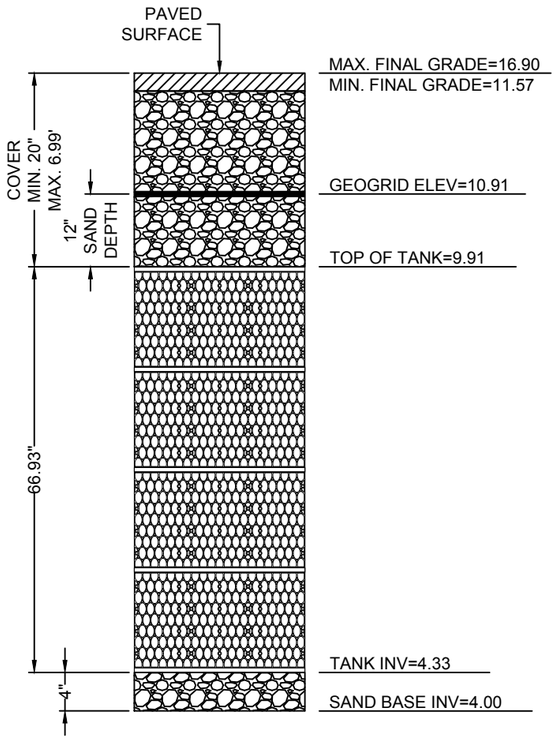
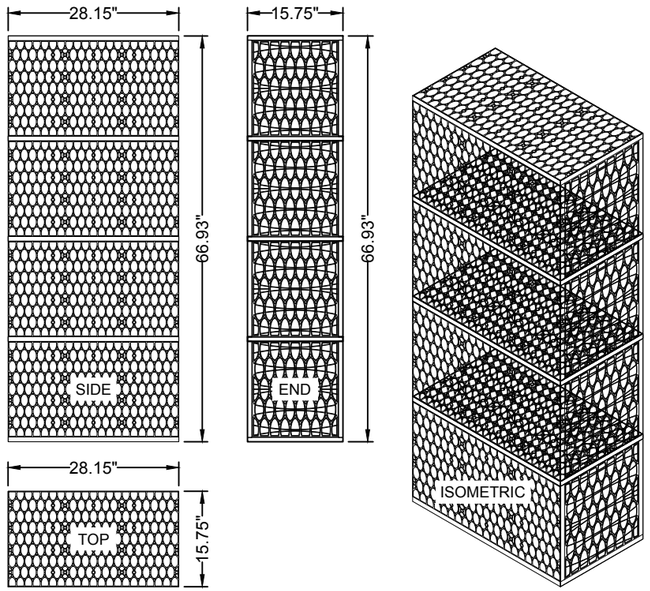
DATE
03/15/18
SHEET NO.
19 OF 31

Exhibit H



QUAD R-TANK^{HD} - ELEVATION



MODULE DATA

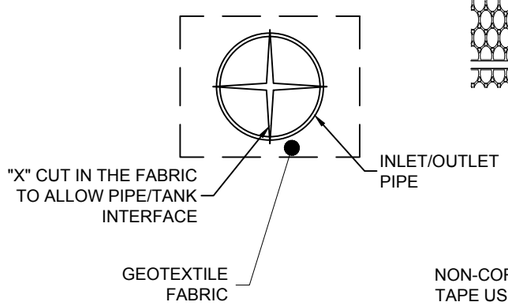
GEOMETRY:
LENGTH = 28.15 IN. (715 MM)
WIDTH = 15.75 IN. (400 MM)
HEIGHT = 66.93 IN. (1700 MM)
TANK VOLUME = 17.17 CF
STORAGE VOLUME = 16.31 CF
VOID INTERNAL VOLUME: 95%
VOID SURFACE AREA: 90%

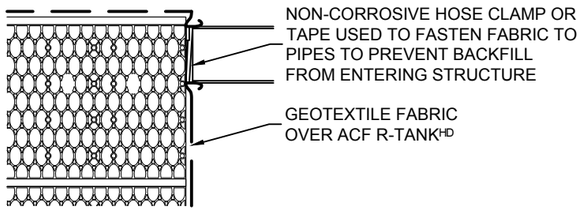
LOAD RATING:
33.4 PSI, (MODULE ONLY)
HS20, (WITH ACF COVER SYSTEM)
MATERIAL:
100% RECYCLED POLYPROPYLENE
SMALL PLATES PER SEGMENT/TOTAL:
5/20

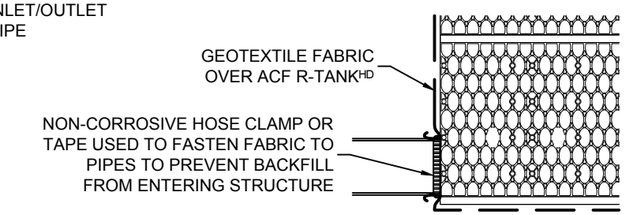
QUAD R-TANK^{HD} - MODULE DETAIL

R-TANK^{HD} QUANTITIES	
R-TANK^{HD} MODULE TYPE	QUAD
# OF QUAD R-TANKS	2,564
R-TANK STORAGE VOLUME	38,614 CF
SAND BED FOOTPRINT	9,649 SF
SAND QUANTITY	809 CY
8 OZ. NON-WOVEN GEOTEXTILE TANK WRAP	22,480 SF (2,498 SY)
ACF BX-12 GEOGRID	12,819 SF (1,424 SY)
12" MAINTENANCE PORTS	8
PIPE BOOTS (UNKNOWN SIZE)	1
12" PIPE BOOTS	1
24" PIPE BOOTS	1
NOTE: SAND QUANTITY INCLUDES 12" OF COVER AND 4" OF BASE.	
NOTE: GEOTEXTILE / LINER QUANTITIES INCLUDE A 15% WASTE FACTOR.	

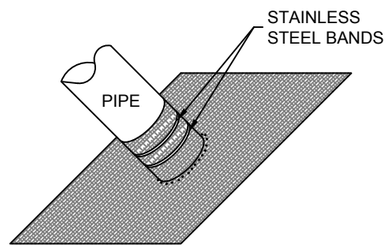
END VIEW OF PIPE/FABRIC CONNECTION.
CUT AN "X" IN THE FABRIC SLIGHTLY LARGER THAN PIPE, PULL THE FABRIC AROUND THE PIPE TO CREATE THE "BOOT" AND THEN SECURE WITH A HOSE-CLAMP.



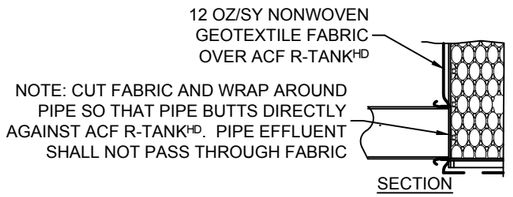


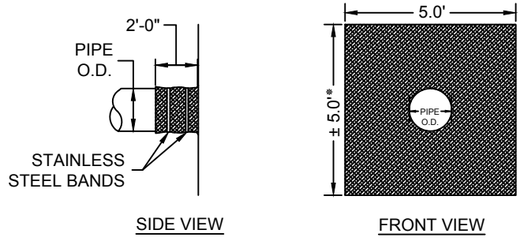


R-TANK^{HD} TYPICAL TANK INLET/OUTLET DETAIL



- 12 OZ/SY NONWOVEN GEOTEXTILE
- FABRIC COLLAR TO FIT OUTSIDE DIAMETER OF INLET/OUTLET PIPE
- * TRIM AS NEEDED





GEOTEXTILE PIPE BOOT FOR R-TANK^{HD}

NOTE: ENGINEER OF RECORD TO REVIEW, APPROVE AND ENDORSE FINAL SITE SPECIFIC DESIGN.

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R-TANK^{HD} SYSTEM DETAILS
CASINO BEACH PARKING AREA
ESCAMBIA, FL
SITE DESIGNATION: INFILTRATION SYSTEM
ACF ENVIRONMENTAL, 1-800-448-3636, www.acfenvironmental.com

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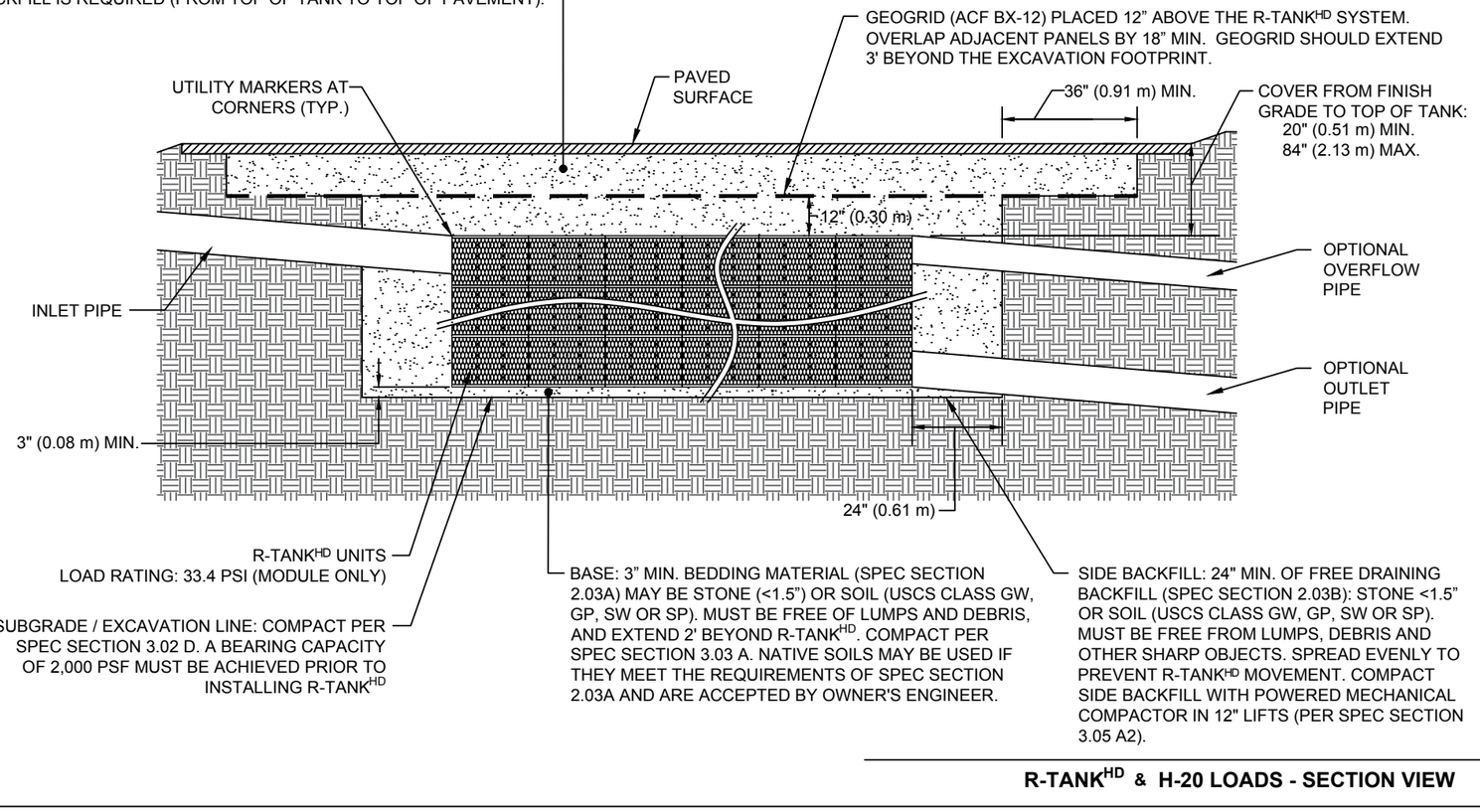
Exhibit H

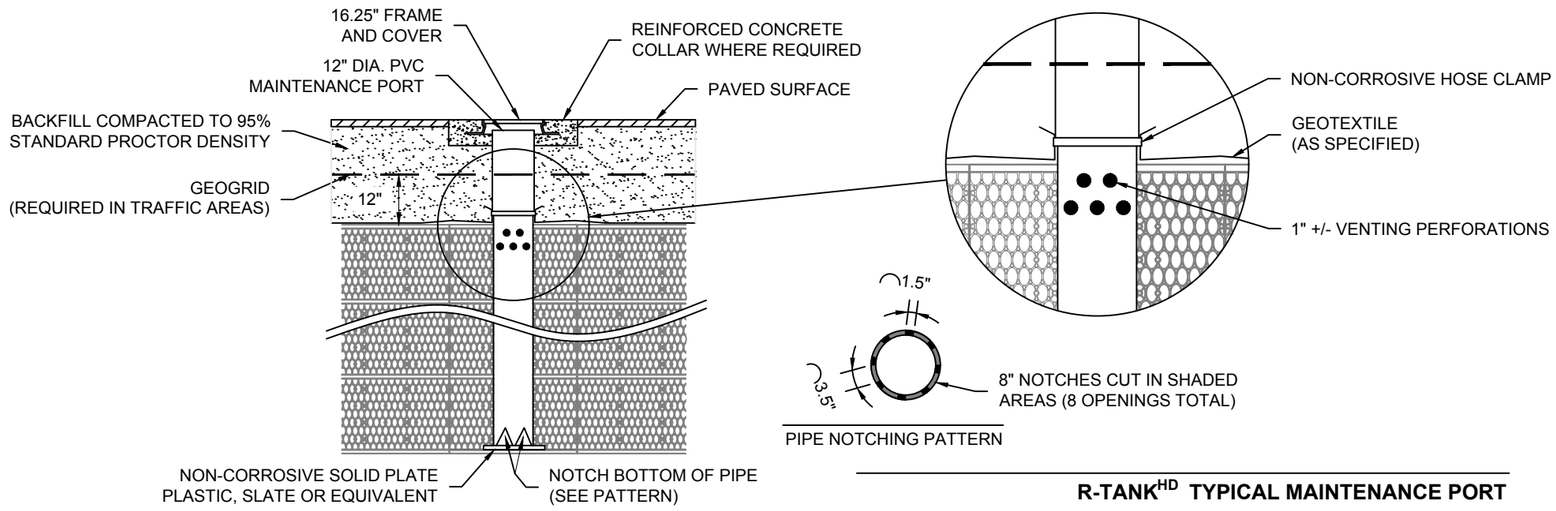
TOTAL COVER: 20” MINIMUM AND 84” MAXIMUM. FIRST 12” MUST BE FREE DRAINING BACKFILL (SPEC SECTION 2.03B): STONE <1.5” OR SOIL (USCS CLASS GW, GP, SW OR SP). ADDITIONAL FILL MAY BE STRUCTURAL FILL (SPEC SECTION 2.03C): STONE OR SOIL (USCS CLASS SM, SP, SW, GM, GP OR GW) WITH MAX CLAY CONTENT<10%, MAX 25% PASSING NO. 200 SIEVE, AND MAX PLASTICITY INDEX OF 4. A MIN. 12” COVER MUST BE MAINTAINED BETWEEN BACKFILL EQUIPMENT AND THE TOP OF THE R-TANK™ SYSTEM AT ALL TIMES. TOTAL HEIGHT OF TOP BACKFILL SHOULD NOT EXCEED 7'. CONTACT ACF ENVIRONMENTAL IF MORE THAN 7' OR LESS THAN 20" OF TOP BACKFILL IS REQUIRED (FROM TOP OF TANK TO TOP OF PAVEMENT).

NOTES:
1. FOR COMPLETE MODULE DATA, SEE APPROPRIATE R-TANK^{HD} MODULE SHEET .
2. INSTALLATIONS PER THIS DETAIL MEET GUIDELINES OF HL-93 LOADING PER THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, CUSTOMARY U.S. UNITS, 7TH EDITION, 2014 WITH 2015 AND 2016 INTERIM REVISIONS.
3. PRE-TREATMENT STRUCTURES NOT SHOWN.
4. FOR INFILTRATION APPLICATIONS, GEOTEXTILE ENVELOPING R-TANK SHALL BE ACF M200 (PER SPEC SECTION 2.02A) AND BASE SHALL BE 4" MIN. UNCOMPACTED FREE DRAINING BACKFILL (SPEC SECTION 2.03A) TO PROVIDE A LEVEL BASE. SURFACE MUST BE SMOOTH, FREE OF LUMPS OR DEBRIS, AND EXTEND 2' BEYOND R-TANK^{HD} FOOTPRINT.



R-TANK^{HD} & H-20 LOADS - SECTION VIEW

NOTES
1. THIS PORT IS USED TO PUMP WATER INTO THE SYSTEM AND RE-SUSPEND ACCUMULATED SEDIMENT SO THAT IT MAY BE PUMPED OUT.
2. MINIMUM REQUIRED MAINTENANCE INCLUDES A QUARTERLY INSPECTION DURING THE FIRST YEAR OF OPERATION AND A YEARLY INSPECTION THEREAFTER. FLUSH AS NEEDED.
3. ONLY R-TANK^{HD} AND R-TANK^{SD} MAY BE USED IN TRAFFIC APPLICATIONS.
4. SEE TRAFFIC LOADING DETAIL FOR MINIMUM & MAXIMUM COVER REQUIREMENTS.



R-TANK^{HD} TYPICAL MAINTENANCE PORT

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R-TANK^{HD} SYSTEM DETAILS
CASINO BEACH PARKING AREA
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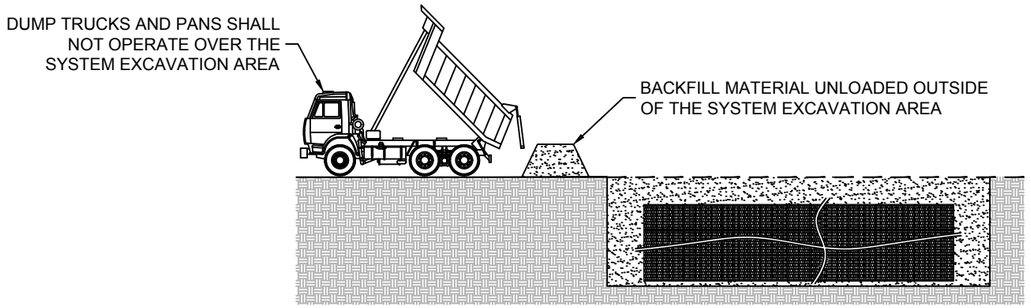
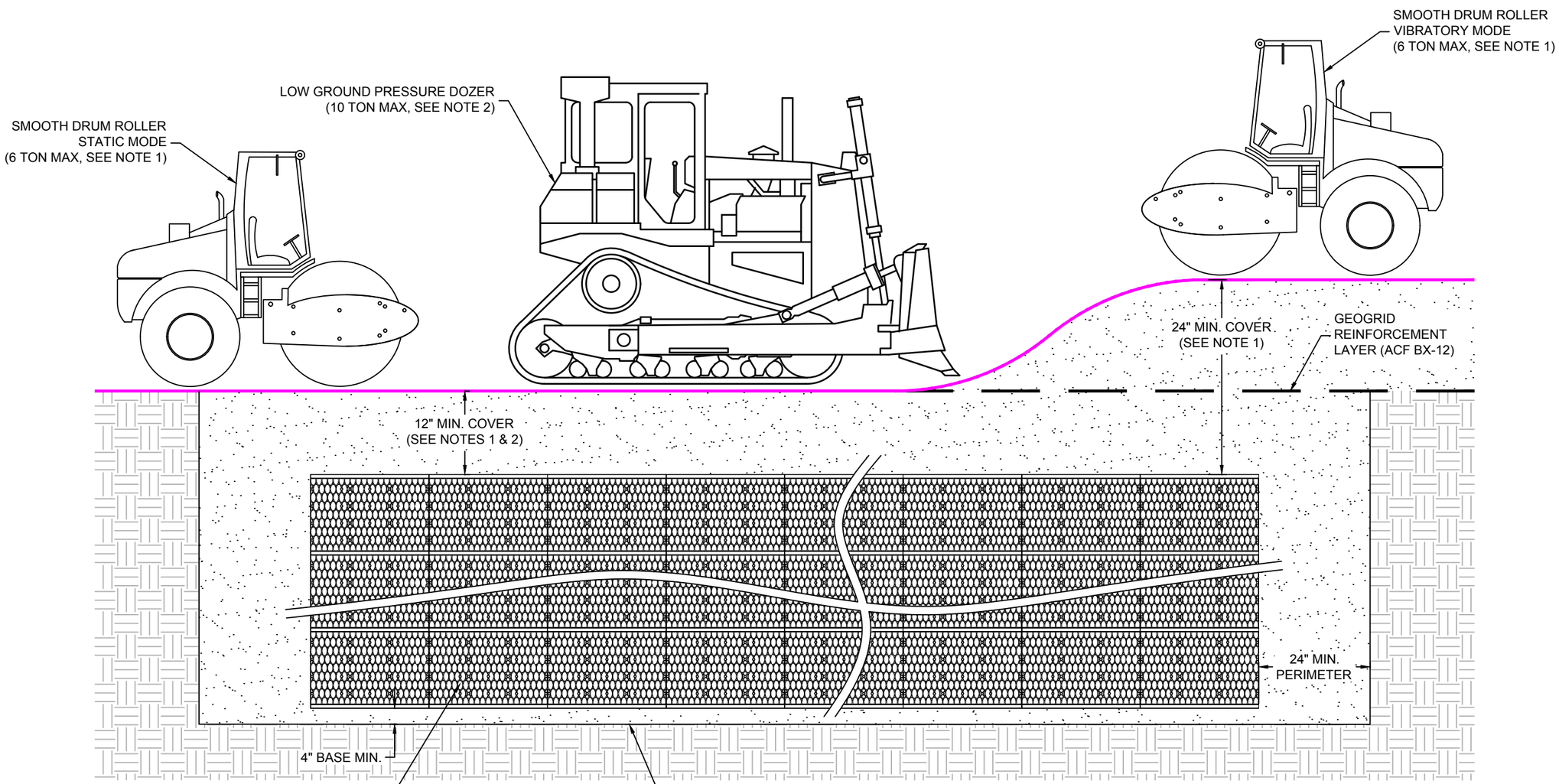


DUMP TRUCK DETAIL (SEE NOTE 3)

NOTES:

1. FOLLOWING PLACEMENT OF SIDE BACKFILL, A UNIFORM 12" LIFT OF THE FREELY DRAINING MATERIAL (SPEC SECTION 2.03 B) SHALL BE PLACED OVER THE R-TANK AND LIGHTLY COMPACTED USING A WALK-BEHIND TRENCH ROLLER. ALTERNATELY, A ROLLER (MAXIMUM GROSS VEHICLE WEIGHT OF 6 TONS) MAY BE USED. ROLLER MUST REMAIN IN STATIC MODE UNTIL A MINIMUM OF 24" OF COVER HAS BEEN PLACED OVER THE MODULES. SHEEP FOOT ROLLERS SHOULD NOT BE USED. **SPEC SECTION 3.05 A**
2. ONLY LOW PRESSURE TIRE OR TRACK VEHICLES (LESS THAN 7 PSI AND OPERATING WEIGHT OF LESS THAN 20,000 LBS) SHALL BE OPERATED OVER THE R-TANK SYSTEM DURING CONSTRUCTION. **SPEC SECTION 3.05 B**
3. DUMP TRUCKS AND PANS SHALL NOT BE OPERATED WITHIN THE R-TANK SYSTEM AT ANY TIME. WHERE NECESSARY, THE HEAVY EQUIPMENT SHOULD UNLOAD IN AN AREA ADJACENT TO THE R-TANK SYSTEM AND THE MATERIAL SHOULD BE MOVED OVER THE SYSTEM WITH TRACKED EQUIPMENT. **SPEC SECTION 3.05 B**
4. ENSURE THAT ALL UNRELATED CONSTRUCTION TRAFFIC IS KEPT AWAY FROM THE LIMITS OF EXCAVATION UNTIL THE PROJECT IS COMPLETE AND FINAL SURFACE MATERIALS ARE IN PLACE. NO NON-INSTALLATION RELATED LOADING SHOULD BE ALLOWED OVER THE R-TANK SYSTEM UNTIL THE FINAL DESIGN SECTION HAS BEEN CONSTRUCTED (INCLUDING PAVEMENT). **SPEC SECTION 3.05 C**
5. SEE R-TANK INSTALLATION GUIDE OR CONTACT YOUR LOCAL ACF REPRESENTATIVE FOR ADDITIONAL INFORMATION.



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R-TANK^HD CONSTRUCTION EQUIPMENT COVER DETAIL
CASINO BEACH PARKING AREA
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SITE DESIGNATION: INFILTRATION SYSTEM
ACF ENVIRONMENTAL, 1-800-448-3636, www.acfenvironmental.com

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DATE: 03/15/18
SHEET NO.: 22 OF 31

R-TANK SPECIFICATION

Exhibit H

PART 1 - GENERAL

1.01 Related Documents
A. Drawings, technical specification and general provisions of the Contract as modified herein apply to this section.

1.02 Description of Work Included
A. Provide excavation and base preparation per geotechnical engineer's recommendations and/or as shown on the design drawings, to provide adequate support for project design loads and safety from excavation sidewall collapse. Excavations shall be in accordance with the owner's and OSHA requirements.
B. Provide and install R-Tank, R-TankHD, or R-TankSD system (hereafter called R-Tank) and all related products including fill materials, geotextiles, geogrids, inlet and outlet pipe with connections per the manufacturer's installation guidelines provided in this section.
C. Provide and construct the cover of the R-Tank system including; stone backfill, structural fill cover, and pavement section as specified.
D. Protect R-Tank system from construction traffic after installation until completion of all construction activity in the installation area.

1.03 Quality Control
A. All materials shall be manufactured in ISO certified facilities.
B. Installation Contractor shall demonstrate the following experience:
1. A minimum of three R-Tank or equivalent projects completed within 2 years; and,
2. A minimum of 25,000 cubic feet of storage volume completed within 2 years.
3. Contractor experience requirement may be waived if the manufacturer's representative provides on-site training and review during construction.
C. Installation Personnel: Performed only by skilled workers with satisfactory record of performance on bulk earthworks, pipe, chamber, or pond/landfill construction projects of comparable size and quality.
D. Contractor must have manufacturer's representative available for site review if requested by Owner.

1.04 Submittals
A. Submit proposed R-Tank layout drawings. Drawings shall include typical section details as well as the required base elevation of stone and tanks, minimum cover requirements and tank configuration.
B. Submit manufacturer's product data, including compressive strength and unit weight.
C. Submit manufacturer's installation instructions.
D. Submit R-Tank sample for review. Reviewed and accepted samples will be returned to the Contractor.
E. Submit material certificates for geotextile, geogrid, base course and backfill materials.
F. Submit required experience and personnel requirements as specified in Section 1.03.
G. Any proposed equal alternative product substitution to this specification must be submitted for review and approved prior to bid opening. Review package should include third party reviewed performance data that meets or exceeds criteria in Table 2.01 B.

1.05 Delivery, Storage, and Handling
A. Protect R-Tank and other materials from damage during delivery, and store UV sensitive materials under tarp to protect from sunlight when time from delivery to installation exceeds two weeks. Storage of materials should be on smooth surfaces, free from dirt, mud and debris.
B. Handling is to be performed with equipment appropriate to the materials and site conditions, and may include hand, handcart, forklifts, extension lifts, etc.
C. Cold weather:
1. Care must be taken when handling plastics when air temperature is 40 degrees or below as plastic becomes brittle.
2. Do not use frozen materials or materials mixed or coated with ice or frost.
3. Do not build on frozen ground or wet, saturated or muddy subgrade.

1.06 Preinstallation Conference.
A. Prior to the start of the installation, a preinstallation conference shall occur with the representatives from the design team, the general contractor, the excavation contractor, the R-Tank installation contractor, and the manufacturer's representative.

1.07 Project Conditions
A. Coordinate installation for the R-Tank system with other on-site activities to eliminate all non-installation related construction traffic over the completed R-Tank system. No loads heavier than the design loads shall be allowed over the system, and in no case shall loads higher than a standard AASHTO HS20 (or HS25, depending on design criteria) load be allowed on the system at any time.
B. Protect adjacent work from damage during R-Tank system installation.
C. All pre-treatment systems to remove debris and heavy sediments must be in place and functional prior to operation of the R-Tank system. Additional pretreatment measures may be needed if unit is operational during construction due to increased sediment loads.
D. Contractor is responsible for any damage to the system during construction.

PART 2 - PRODUCTS

2.01 R-Tank Units
A. R -Tank - Injection molded plastic tank plates assembled to form a 95% void modular structure of predesigned height (custom for each project).
B. R-Tank units shall meet the following Physical & Chemical Characteristics:

PROPERTY	DESCRIPTION	R-Tank^{LD} VALUE	R-Tank^{HD} VALUE	R-Tank^{SD} VALUE
Void Area	Volume available for water storage	95%	95%	95%
Surface Void Area	Percentage of exterior available for infiltration	90%	90%	90%
Compressive Strength	ASTM D 2412 / ASTM F 2418	30.0 psi	33.4 psi	42.9 psi
HS-20 Minimum Cover	Cover required to support HS-20 loads	N/A	20"	18"
HS-25 Minimum Cover	Cover required to support HS-25 loads	N/A	24"	19"
Maximum Cover	Maximum allowable cover depth	3 feet	< 7 feet	< 10 feet
Unit Weight	Weight of plastic per cubic foot of tank	3.29 lbs / cf	3.62 lbs/cf	3.96 lbs / cf
Rib Thickness	Thickness of load-bearing members	0.18 inches	0.18 inches	0.18 inches
Service Temperature	Safe temperature range for use	-14 – 167° F	-14 – 167° F	-14 – 167° F

2.02 Geosynthetics
A. Geotextile. A geotextile envelope is required to prevent backfill material from entering the R-Tank modules.
1. Standard Application: The standard geotextile shall be an 8 oz per square yard nonwoven geotextile (ACF N080 or equivalent).
2. Infiltration Applications: When water must infiltrate/exfiltrate through the geotextile as a function of the system design, a woven monofilament (ACF M200 or equivalent) shall be used.
B. Geogrid. For installations subject to traffic loads and/or when required by project plans, install geogrid (ACF BX12 or equivalent) to reinforce backfill above the R-Tank system. Geogrid is often not required for non-traffic load applications.

2.03 Backfill & Cover Materials
A. Bedding Materials: Stone (smaller than 1.5" in diameter) or soil (GW, GP, SW, or SP as classified by the Unified Soil Classification System) shall be used below the R-Tank system (3" minimum). Material must be free from lumps, debris, and any sharp objects that could cut the geotextile. Material shall be within 3 percent of the optimum moisture content as determined by ASTM D698 at the time of installation. For infiltration applications bedding material shall be free draining.
B. Side and Top Backfill: Free draining stone (smaller than 1.5" in diameter) or soil (GW, GP, SW, or SP as classified by the Unified Soil Classification System) shall be used adjacent to (24" minimum) and above (for the first 12") the R-Tank system. Material must be free from lumps, debris and any sharp objects that could cut the geotextile. Material shall be within 3 percent of the optimum moisture content as determined by ASTM D698 at the time of installation.
C. Additional Cover Materials: Structural Fill shall consist of granular materials meeting the gradational requirements of SM, SP, SW, GM, GP or GW as classified by the Unified Soil Classification System. Structural fill shall have a maximum of 25 percent passing the No. 200 sieve, shall have a maximum clay content of 10 percent and a maximum Plasticity Index of 4. Material shall be within 3 percent of the optimum moisture content as determined by ASTM D698 at the time of installation.

2.04 Other Materials
A. Utility Marker: Install metallic tape at corners of R-Tank system to mark the area for future utility detection.

PART 3 - EXECUTION

3.01 Assembly of R-Tank Units
A. On-site assembly of tanks shall be performed in accordance with the R-Tank Installation Manual, Section 2.

3.02 Layout and Excavation
A. Installer shall stake out, excavate, and prepare the subgrade area to the required plan grades and dimensions, ensuring that the excavation is at least 2 feet greater than R-Tank dimensions in each direction allowing for installation of geotextile filter fabric, R-Tank modules, and free draining backfill materials.
B. All excavations must be prepared with OSHA approved excavated sides and sufficient working space.
C. Protect partially completed installation against damage from other construction traffic by establishing a perimeter with high visibility construction tape, fencing, barricades, or other means until construction is complete.
D. Base of the excavation shall be uniform, level, and free of lumps or debris and soft or yielding subgrade areas. A minimum 2,000 pounds per square foot bearing capacity is required.
1. Standard Applications: Compact subgrade to a minimum of 95% of Standard Proctor (ASTM D698) density or as required by the Owner's engineer.
2. Infiltration Applications: Subgrade shall be prepared in accordance with the contract documents. Compaction of subgrade should not be performed in infiltration applications.
E. Unsuitable Soils or Conditions: All questions about the base of the excavation shall be directed to the owner's engineer, who will approve the subgrade conditions prior to placement of stone. The owner's engineer shall determine the required bearing capacity of the R-Tank subgrade; however in no case shall a bearing capacity of less than 2,000 pounds per square foot be provided.
1. If unsuitable soils are encountered at the subgrade, or if the subgrade is pumping or appears excessively soft, repair the area in accordance with contract documents and/or as directed by the owner's engineer.
2. If indications of the water table are observed during excavation, the engineer shall be contacted to provide recommendations.
3. Do not start installation of the R-Tank system until unsatisfactory subgrade conditions are corrected and the subgrade conditions are accepted by the owner's engineer.

3.03 Preparation of Base
A. Place a thin layer (3" unless otherwise specified) of bedding material (Section 2.03 A), over the subgrade to establish a level working platform for the R-Tank modules. Level to within ½" (+/- ¼") or as shown on the plans. Native subgrade soils or other materials may be used if determined to meet the requirements of 2.03 A and are accepted by the owner's engineer.
1. Standard Applications: Static roll or otherwise compact bedding materials until they are firm and unyielding.
2. Infiltration Applications: Bedding materials shall be prepared in accordance with the contract documents.
B. Outline the footprint of the R-Tank system on the excavation floor using spray paint or chalk line to ensure a 2' perimeter is available around the R-Tank system for proper installation and compaction of backfill.

3.04 Installation of the R-Tanks
A. Where a geotextile wrap is specified on the stone base, cut strips to length and install in excavation, removing wrinkles so material lays flat. Overlap geotextile a minimum 12" or as recommended by manufacturer.
B. Where an impervious liner (for containment) is specified, install the liner per manufacturer's recommendations and the contract documents. The R-Tank units shall be separated from impervious liner by a non-woven geotextile fabric installed accordance with Section 3.04A.
C. Install R-Tank modules by placing side by side, in accordance with the design drawings. No lateral connections are required. It is advisable to use a string line to form square corners and straight edges along the perimeter of the R-Tank system. The modules are to be oriented as per the design drawing (15.75" x 28.15") with required depth as shown on plans. The large side plate of the tank should be placed on the perimeter of the system. This will typically require that the two ends of the tank area will have a row of tanks placed perpendicular to all other tanks. If this is not shown in the construction drawings, it is a simple field adjustment that will have minimal effect on the overall system footprint. Refer to R-Tank Installation Guide for more details.
D. Wrap the R-Tank top and sides in specified geotextile. Cut strips of geotextile so that it will cover the sides and top, encapsulating the entire system to prevent soil entry into the system. Overlap geotextile 12" or as recommended by manufacturer. Take great care to avoid damage to geotextile (and, if specified, impervious liner) during placement.
E. Identify locations of inlet, outlet and any other penetrations of the geotextile (and optional liner). These connections should be installed flush (butted up to the R-Tank) and the geotextile fabric shall be cut to enable hydraulic continuity between the connections and the R-Tank units. These connections shall be secured using pipe boots with stainless steel pipe clamps. Support pipe in trenches during backfill operations to prevent pipe from settling and damaging the geotextile, impervious liner (if specified) or pipe. Connecting pipes at 90 degree angles facilitates construction, unless otherwise specified. Ensure end of pipe is installed snug against R-Tank system.
F. Install Inspection and Maintenance Ports in locations noted on plans. At a minimum one maintenance port shall be installed within 10' of each inlet & outlet connection, and with a maximum spacing of one maintenance port for every 2,500 square feet. Install all ports as noted in the R-Tank Installation Guide.
G. If required, install ventilation pipes and vents as specified on drawings to provide ventilation for proper hydraulic performance. The number of pipes and vents will depend on the size of the system. Vents are often installed using a 90 degree elbow with PVC pipe into a landscaped area with 'U" bend or venting bollard to inhibit the ingress of debris. A ground level concrete or steel cover can be used.

3.05 Backfilling of the R-Tank Units
A. Backfill and fill with recommended materials as follows:
1. Place freely draining backfill materials (Section 2.03 B) around the perimeter in lifts with a maximum thickness of 12". Each lift shall be placed around the entire perimeter such that each lift is no more than 24" higher than the side backfill along any other location on the perimeter of the R-Tank system. No fill shall be placed over top of tanks until the side backfill has been completed.
2. Each lift shall be compacted at the specified moisture content to a minimum of 95% of the Standard Proctor Density until no further densification is observed (for self-compacting stone materials). The side lifts must be compacted with walk behind compaction equipment. Even when "self-compacting" backfill materials are selected, a walk behind vibratory compactor must be used.
3. Take care to ensure that the compaction process does not allow the machinery to come into contact with the modules due to the potential for damage to the geotextile and R-Tank units.
4. No compaction equipment is permissible to operate directly on the R-Tank modules.
5. Following placement of side backfill, a uniform 12" lift of the freely draining material (Section 2.03 B) shall be placed over the R-Tank and lightly compacted using a walk-behind trench roller. Alternately, a roller (maximum gross vehicle weight of 6 tons) may be used. Roller must remain in static mode until a minimum of 24" of cover has been placed over the modules. Sheep foot rollers should not be used.
6. Install a geogrid (required for traffic applications) over the initial 12" lift of backfill. Geogrid shall extend a minimum of 3 feet beyond the limits of the excavation wall.
7. Following placement and compaction of the initial cover, subsequent lifts of structural fill (Section 2.03 C) shall be placed at the specified moisture content and compacted to a minimum of 95% of the Standard Proctor Density and shall cover the entire footprint of the R-Tank system. During placement of fill above the system, unless otherwise specified, a uniform elevation of fill shall be maintained to within 12" across the footprint of the R-Tank system. Do not exceed maximum cover depths listed in Table 2.01 B.
8. Place additional layers of geotextile and/or geogrid at elevations as specified in the design details. Each layer of geosynthetic reinforcement placed above the R-Tank system shall extend a minimum of 3 feet beyond the limits of the excavation wall.
B. Only low pressure tire or track vehicles shall be operated over the R-Tank system during construction. No machinery should drive on top of the tank until a minimum of 18" of backfill and compaction is achieved. Dump Trucks and Pans shall not be operated within the R-Tank system footprint at any time. Where necessary the heavy equipment should unload in an area adjacent to the R-Tank system and the material should be moved over the system with tracked equipment.
C. Ensure that all unrelated construction traffic is kept away from the limits of excavation until the project is complete and final surface materials are in place. No non-installation related loading should be allowed over the R-Tank system until the final design section has been constructed (including pavement).
D. Place surfacing materials, such as groundcovers (no large trees), or paving materials over the structure with care to avoid displacement of cover fill and damage to surrounding areas.
E. Backfill depth over R-Tank system must be within the limitations shown in the table in Section 2.01 B. If the total backfill depth does not comply with this table, contact engineer or manufacturer's representative for assistance.

PART 4 - USING THE SYSTEM

4.01 Maintenance Requirements
A. A routine maintenance effort is required to ensure proper performance of the R-Tank system. The Maintenance program should be focused on pretreatment systems. Ensuring these structures are clean and functioning properly will reduce the risk of contamination of the R-Tank system and stormwater released from the site. Pre-treatment systems shall be inspected yearly, or as directed by the regulatory agency and by the manufacturer (for proprietary systems). Maintain as needed using acceptable practices or following manufacturer's guidelines (for proprietary systems).
B. Inspection and/or Maintenance Ports in the R-Tank system will need to be inspected for accumulation of sediments at least quarterly through the first year of operation and at least yearly thereafter. This is done by removing the cap of the port and using a measuring device long enough to reach the bottom of the R-Tank system and stiff enough to push through the loose sediments, allowing a depth measurement.
C. If sediment has accumulated to the level noted in the R-Tank Maintenance Guide or beyond a level acceptable to the Owner's engineer, the R-Tank system should be flushed.
D. A flushing event consists of pumping water into the Maintenance Port and/or adjacent structure, allowing the turbulent flows through the R-Tank system to re-suspend the fine sediments. If multiple Maintenance Ports have been installed, water should be pumped into each port to maximize flushing efficiency. Sediment-laden water can be filtered through a Dirtbag or approved equivalent if permitted by the locality.

HD TANK

DATE	REVISION

FOR ADDITIONAL INFORMATION PLEASE CONTACT:
ACF ENVIRONMENTAL 1-800-448-3636
www.acfenvironmental.com

ACF ENVIRONMENTAL
LET'S GET IT DONE

R-TANK SPECIFICATION
CASINO BEACH PARKING AREA
ESCAMBIA, FL
SITE DESIGNATION: INFILTRATION SYSTEM
ACF ENVIRONMENTAL, 1-800-448-3636, www.acfenvironmental.com

DRAWN BY
EDQ

DATE
03/15/18

SHEET NO.
23 OF 31

Exhibit H

KENNETH W. POWERS LICENSE No. 78362 STATE OF FLORIDA PROFESSIONAL ENGINEER

5-4-18

INSTALL SINGLE LUMINAIRE LI
SEE DETAILS

LEO ONLY

ORT PICKENS ROAD

2- 1 ¼" CONDUITS WITH 215 LB PULL CORD
STUB UP IN JUNCTION BOX FOR FUTURE USE

LEO ONLY

JB

TROL LINE
A-O

COASTAL C
PLAT B

S 10°48'31" E
12.44'

N 80°14'53" E 978.36'

COASTAL CONSTRUCTION CONTROL LINE
PLAT BOOK 13, PAGE 23 A-O

BEACH

APPROXIMATE LOCATION EXISTING DUNE

N
W E
S

20 10 0 20
GRAPHIC SCALE IN FEET

FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:

R/W	Right of way
BM	Benchmark
ELEV	Elevation
INV	Invert
P.C.C.	Point of compound curvature
P.I.	Point of intersection
S.R.I.A.	Santa Rosa Island Authority
	1/2" Capped iron rod found #1748
	1/2" Capped iron rod set #7073
	4?x4?Concrete monument found #noted
	Nail and flag set
	Backflow preventor
E	Electric equipment
	Fire hydrant
	Flag pole
	Ground light
	Light pole with base
	Road sign
	Soil boring
	Sewer clean-out
	Sprinkler control valve
	Sanitary sewer manhole
	Sewer valve marker
T	Telephone equipment
	Gas marker
	Telephone marker
	Water meter
	Water valve
	Wood post
	Guard post
— G —	Gas line
— SS —	Sanitary sewer line
— UE —	Underground electric line
— W —	Waterline
— FM —	Force main
	Palm tree
	- CAPPED REBAR FOUND
	- SHRUB
	- TREE

HDPE	- HIGH DENSITY POLYETHYLENE PIPE
PB	- PLAT BOOK
RCP	- REINFORCED CONCRETE PIPE
PVC	- POLYVINAL CHLORIDE
INV	- INVERT OF STRUCTURE
TE	- THROAT ELEVATION
RE	- RIM ELEVATION
INV	- INVERT OF STRUCTURE
IE	- INVERT ELEVATION OF PIPE

PROPOSED DEMOLITION

RIGHT TURN LANE ASHALT

PROPOSED ASPHALT

EXISTING ASPHALT

PROPOSED STAMPED ASPHALT

PROPOSED CONCRETE

10 EXISTING CONTOUR

10 PROPOSED CONTOUR

SPLIT RAIL FENCE

SF SILT FENCE

FLOW ARROW

XX.XX PROPOSED SPOT ELEVATION

EX. XX.XX EXISTING SPOT ELEVATION

JB JUNCTION BOX

PROPOSED LIGHT POLE, NUMBER AND ARRANGEMENT OF LUMINAIRES AS SHOWN

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

PROPOSED LIGHTING PLAN

VOLKERT
Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-8935

DRAWN BY:	AMY O'LAUGHLIN
DATE:	MAY 2018
FIELD BOOK:	PAGES
DESIGNED BY:	KEN POWERS, PE
QA/QC MANAGER:	DAVID FORTE
CHECKED BY:	
DISTRICT:	4
SECTION - TOWNSHIP - RANGE	
REG. # FL 6-5760	78362
DATE:	
SIGNATURE:	

NUMBER	REVISIONS	DATE
		APPROVED BY

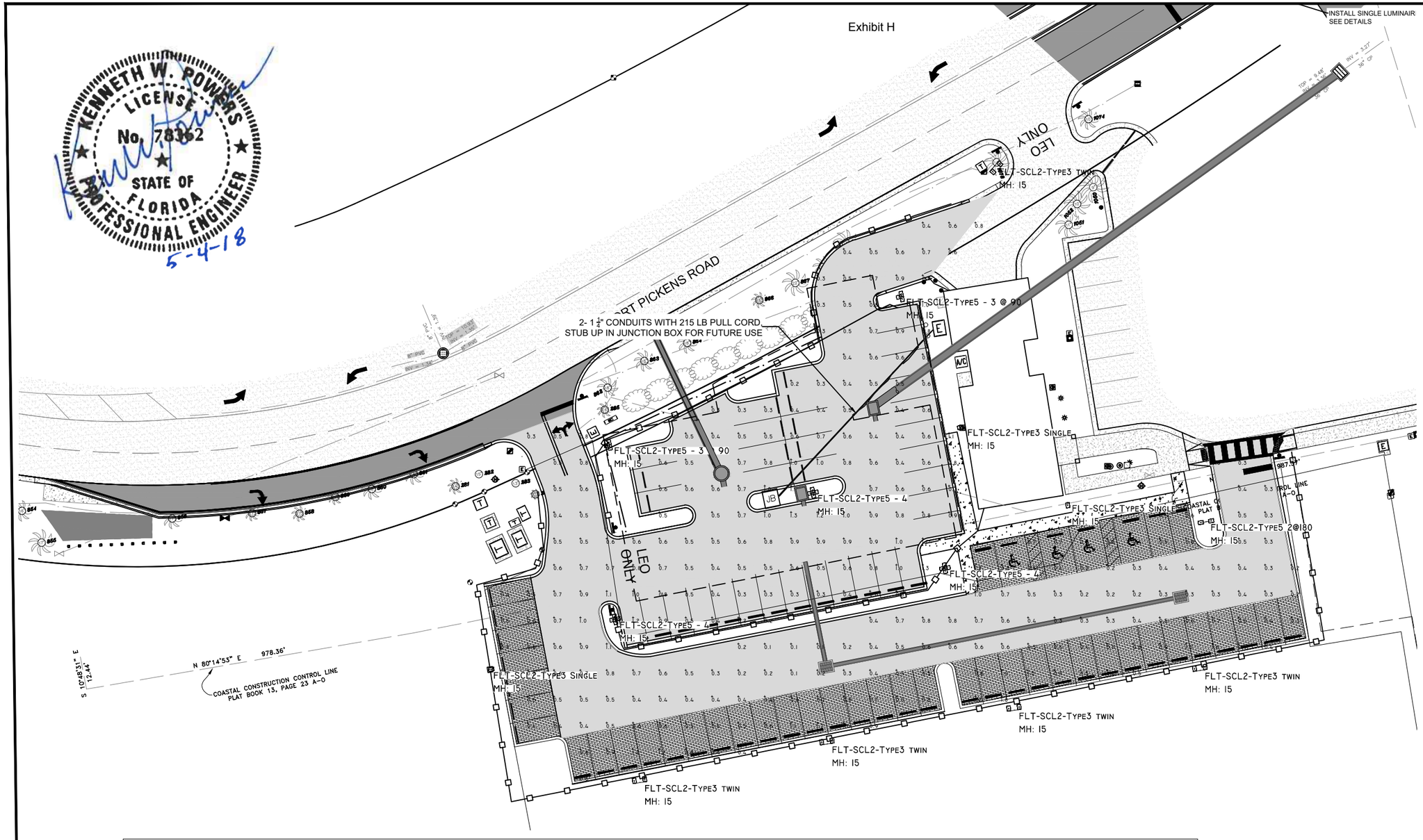
DRAWING NUMBER

PROJECT NUMBER 635501

SURVEY NUMBER

SHEET 24 OF 31

Exhibit H



Luminaire Schedule						
Symbol	**Qty**	**Label**	**Arrangement**	**LLF**	**Description**	**Filename**
	3	FLT-SCL2	4 @ 90 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	5	FLT-SCL2	TWIN	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies
	2	FLT-SCL2	3 @ 90 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	1	FLT-SCL2	2 @ 180 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	3	FLT-SCL2	SINGLE	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies

Calculation Summary							
Label	**CalcType**	**Units**	**Avg**	**Max**	**Min**	**Avg/Min**	**Max/Min**
PARKING	Illuminance	Fc	0.60	1.8	0.1	6.00	18.00
Driveway	Illuminance	Fc	0.47	1.1	0.1	4.70	11.00
South Parking	Illuminance	Fc	0.77	1.8	0.3	2.57	6.00
West Parking	Illuminance	Fc	0.60	1.1	0.4	1.50	2.75

KENNETH W. POWERS
LICENSE
No. 78362
STATE OF FLORIDA
PROFESSIONAL ENGINEER
5-4-18

N
W E
S

20 10 0 20
GRAPHIC SCALE IN FEET

FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:
R/W Right of way
BM Benchmark
ELEVElevation
INV Invert
P.C.C. Point of compound curvature
P.I. Point of intersection
S.R.I.A. Santa Rosa Island Authority
1/2" Capped iron rod found #1748
1/2" Capped iron rod set #7073
4?x4?Concrete monument found #note
Nail and flag set
Backflow preventor
Electric equipment
Fire hydrant
Flag pole
Ground light
Light pole with base
Road sign
Soil boring
Sewer clean-out
Sprinkler control valve
Sanitary sewer manhole
Sewer valve marker
Telephone equipment
Gas marker
Telephone marker
Water meter
Water valve
Wood post
Guard post
G Gas line
SS Sanitary sewer line
UE Underground electric line
W Waterline
FM Force main
Palm tree
- CAPPED REBAR FOUND
- SHRUB
- TREE
HDPE - HIGH DENSITY POLYETHYLENE PIPE
PB - PLAT BOOK
RCP - REINFORCED CONCRETE PIPE
PVC - POLYVINAL CHLORIDE
INV - INVERT OF STRUCTURE
TE - THROAT ELEVATION
RE - RIM ELEVATION
INV - INVERT OF STRUCTURE
IE - INVERT ELEVATION OF PIPE
PROPOSED DEMOLITION
RIGHT TURN LANE ASHALT
PROPOSED ASPHALT
EXISTING ASPHALT
PROPOSED STAMPED ASPHALT
PROPOSED CONCRETE
10 EXISTING CONTOUR
10 PROPOSED CONTOUR
SPLIT RAIL FENCE
SF SF SILT FENCE
FLOW ARROW
XX.XX PROPOSED SPOT ELEVATION
EX. XX.XXEXISTING SPOT ELEVATION
JB JUNCTION BOX
PROPOSED LIGHT POLE, NUMBER AND ARRANGEMENT OF LUMINAIRES AS SHOWN

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
PROPOSED PHOTOMETRIC PLAN

VOLKERT
Engineering • Surveying • Planning
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-8935

DESIGNED BY: KEN POWERS, PE
DRAWN BY: AMY OLAUGHLIN
QA/QC MANAGER: DAVID FORTE
DATE: MAY 2018
FIELDBOOK/ PAGES:
CHECKED BY:
DISTRICT: 4
SECTION, TOWNSHIP, RANGE
REGISTRATION NO.: 78362
SIGNATURE:

APPROVED BY:
DATE:
REVISIONS
NUMBER

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 25 OF 31

Exhibit H

KENNETH W. POWERS
LICENSE
No. 78362
STATE OF FLORIDA
PROFESSIONAL ENGINEER
5-4-18

INSTALL SINGLE LUMINAIRE LIGHT POLE
SEE DETAILS

EXISTING STREET LIGHT TO REMAIN

15'

7'

FORT PICKENS ROAD

48-84-B16
NOT FOUND
N 494482.75
E 1135444.27

15'

7'

INSTALL SINGLE LUMINAIRE LIGHT POLE
SEE DETAILS

TOP = 9.48'
INV = 3.27'
36" CP

INV = 3.27'
36" CP

ELECTRICAL LEGEND

- EXISTING STREET LIGHT TO REMAIN
- PROPOSED LIGHT POLE, NUMBER AND ARRANGEMENTS OF LUMINAIRES AS SHOWN

N
W E
S

10 5 0 10
GRAPHIC SCALE IN FEET
FULL SIZE 1" = 10'
HALF SIZE 1" = 20'

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA
PROPOSED FT PICKENS CROSSWALK
LIGHTING PLAN

VOLKERT
Engineers • Surveyors • Planners
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Telephone (850) 512-8935

DRAWN BY:	DESIGNED BY:	CHECKED BY:	DISTRICT:
AMY O'LAUGHLIN	KEN POWERS, PE	QA/QC BY:	4
DATE:	QA/QC BY:	DAVID FORTE	
MAY 2018	DAVID FORTE		
FIELDBOOK/ PAGES:			

REG. FLA. ENG. NO.	SIGNATURE:
78362	

SECTION/ TOWNSHIP/ RANGE

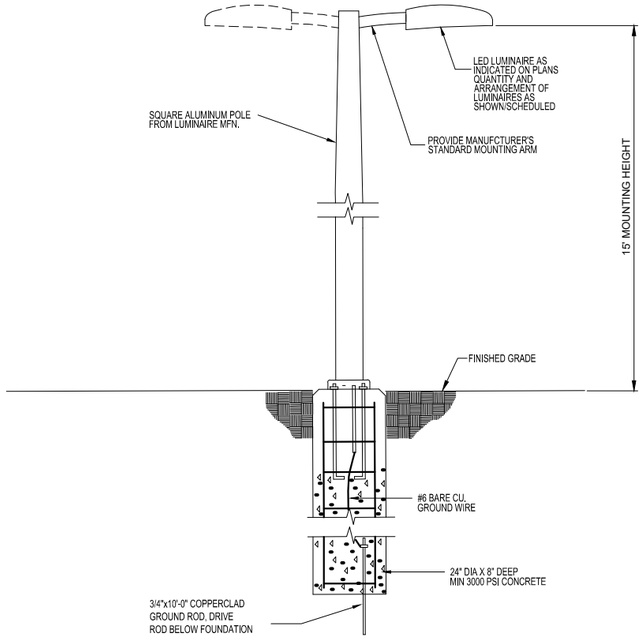
NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER

PROJECT NUMBER 635501

SURVEY NUMBER

SHEET 26 OF 31

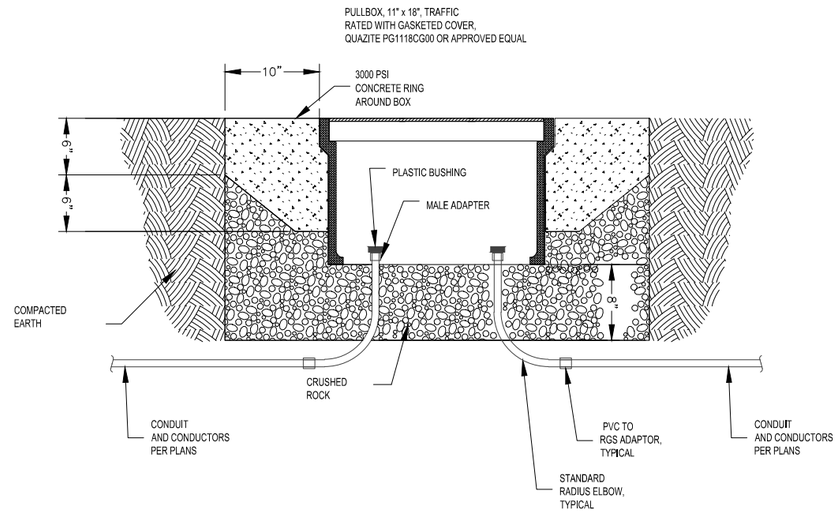


DETAIL NOTES:

1. CONCRETE FOUNDATION SHALL BE IN ACCORDANCE WITH FDOT STANDARD DRAWINGS AND SPECIFICATIONS.
2. POLES SHALL YIELD A LUMINAIRE MOUNTING HEIGHT OF APPROXIMATELY 15' UNLESS OTHERWISE NOTED.
3. ASSEMBLIES SPECIFIED ARE SOLAR TURTLE FRIENDLY LUMINAIRES PROVIDED WITH POLES AND BATTERY SYSTEM.
4. IN AREAS WITH HIGH WATER TABLE, CONTRACTOR MAY SUBSTITUTE PRE CASE FOUNDATION WITH SAME DIMENSIONS AND STRUCTURAL PROPERTIES.

GENERAL ELECTRICAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, LATEST EDITION RECOGNIZED BY THE AUTHORITY HAVING JURISDICTION, AND APPLICABLE LOCAL RULES, REGULATIONS AND ORDINANCES, COORDINATED WITH ALL DISCIPLINES.
2. UNLESS OTHERWISE NOTED, UNDERGROUND CONDUITS SHALL BE 24" BELOW GRADE AND SHALL BE SCHEDULE 40 PVC. TRANSITIONING TO RGS ABOVE GRADE; TRANSITION FROM PVC TO RGS SHALL BE MADE BELOW GRADE. INTERMEDIATE METAL CONDUIT IS NOT ACCEPTABLE.
3. ROUTING AND LOCATIONS OF EQUIPMENT SHOWN ARE APPROXIMATE; CONTRACTOR SHALL DETERMINE BEST MEANS OF ROUTING IN THE FIELD.
4. LOCATIONS OF LIGHT POLES SHALL BE STAKED BY THE CONTRACTOR PRIOR TO INSTALLATION FOR REVIEW BY OWNER AND ENGINEER.
5. POLES AND LUMINAIRES OTHER THAN THOSE SPECIFIED MAY BE SUBMITTED FOR CONSIDERATION IF SUPPORTING PHOTOMETRIC CALCULATIONS ARE ALSO PROVIDED. LUMINAIRES SHALL BE LISTED (OR BE CAPABLE OF BEING LISTED) IN FWC'S APPROVED PRODUCT LIST OF TURTLE FRIENDLY LUMINAIRES.
6. SEE LUMINAIRE SCHEDULE FOR BASIS OF LIGHTING DESIGN.



JUNCTION BOX
N.T.S.

DETAIL NOTES:

1. PROVIDE CONDUITS AND CONDUCTORS AS DENOTED ON PLAN SHEETS.

LUMINAIRE SCHEDULE

SCALE: NTS

Luminaire Schedule						
Symbol	**Qty**	**Label**	**Arrangement**	**LLF**	**Description**	**Filename**
	3	FLT-SCL2	4 @ 90 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	5	FLT-SCL2	TWIN	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies
	2	FLT-SCL2	3 @ 90 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	1	FLT-SCL2	2 @ 180 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	3	FLT-SCL2	SINGLE	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies

BASIS OF DESIGN IS FIRST LIGHT TECHNOLOGIES SCL2 SERIES

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

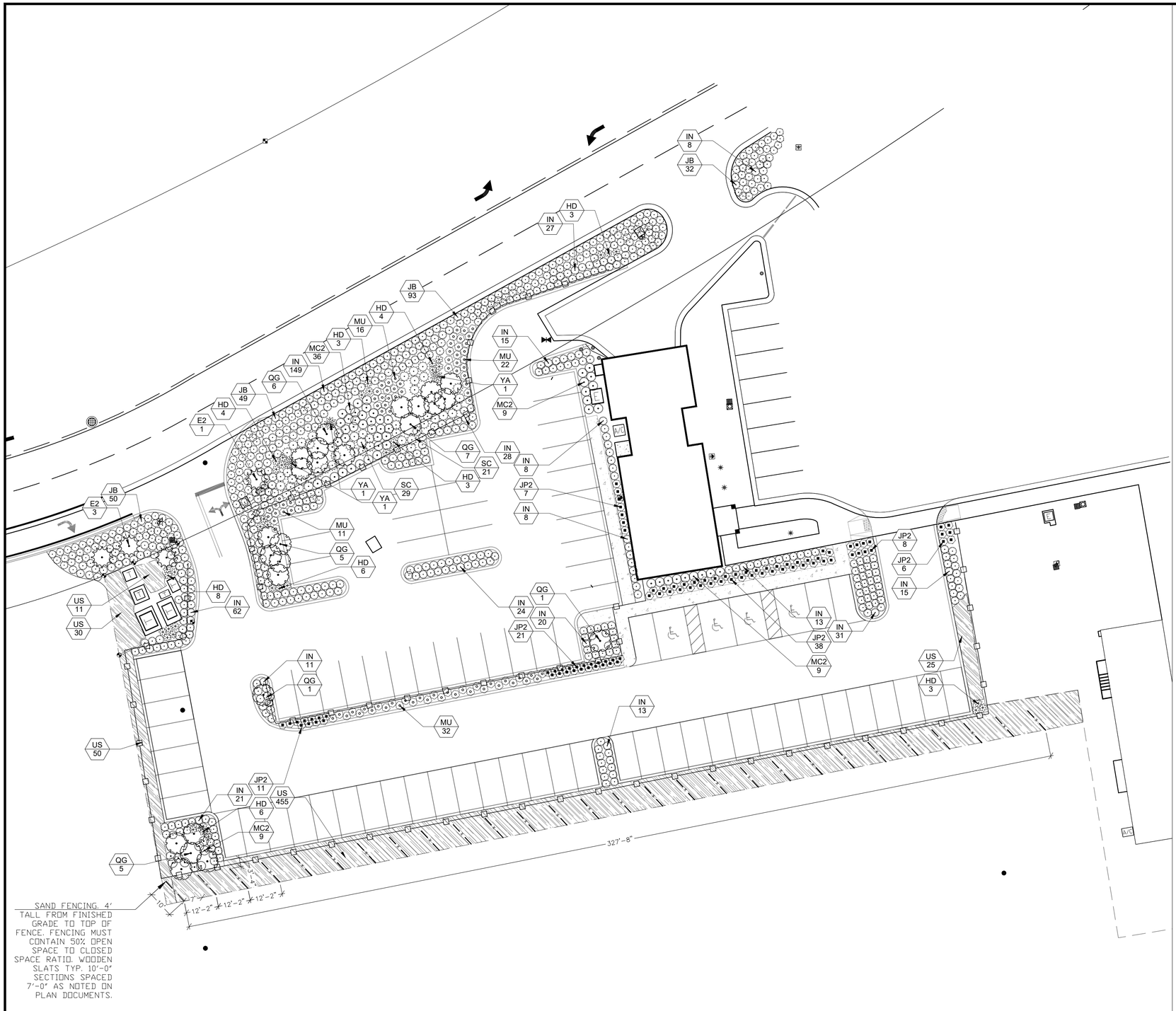
LIGHTING DETAILS

VOLKERT Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-9935

DRAWN BY: AMY O'LAUGHLIN
DESIGNED BY: KEN POWERS, PE
CHECKED BY:
QA/QC BY: DAVID FORTE
DATE: MAY 2018
FIELD BOOK PAGES:
REG. P.E. ENG. NO. 78362
DATE:
SIGNATURE:
DISTRICT: 4
SECTION/TOWNSHIP/RANGE:

NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER



SAND FENCING, 4' TALL FROM FINISHED GRADE TO TOP OF FENCE. FENCING MUST CONTAIN 50% OPEN SPACE TO CLOSED SPACE RATIO. WOODEN SLATS TYP. 10'-0" SECTIONS SPACED 7'-0" AS NOTED ON PLAN DOCUMENTS.

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	CONT
	QG	25	Quercus geminata Sand Live Oak-Shrub Form	3 gal
	E2	4	Sabel Palmetto Existing Palmetto to Remain	Existing

SHRUBS	CODE	QTY	BOTANICAL NAME	CONT	SPACING
	HD	40	Helianthus debilis Cucumberleaf Sunflower	3 gal	36" o.c.
	IN	453	Ilex vomitoria `Nana` Dwarf Yaupon	3 gal	36" o.c.
	JP2	91	Juniperus chinensis `Parsonii` Parsoni Juniper	3 gal	36" o.c.
	JB	224	Juniperus conferta `Blue Pacific` Blue Pacific Juniper	3 gal	36" o.c.
	MU	81	Muhlenbergia capillaris Pink Muhly	3 gal	36" o.c.
	MC2	63	Myrica cerifera `Pumila` Dwarf Wax Myrtle	3 gal	42" o.c.
	SC	50	Serenoa repens `Cinerea` Silver Saw Palmetto	3 gal	48" o.c.
	YA	3	Yucca aloifolia Spanish Bayonet	3 gal	60" o.c.

SHRUB AREAS	CODE	QTY	BOTANICAL NAME	CONT	SPACING
	US	571	Uniola paniculata Sea Oats	4" pot	36" o.c.

GRAPHIC SCALE
20' 0 10' 20'
(IN FEET)
1 INCH = 20 FT.

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
100% LANDSCAPE PLAN

ESCAMBIA COUNTY • FLORIDA

VOLKERT
Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-8935

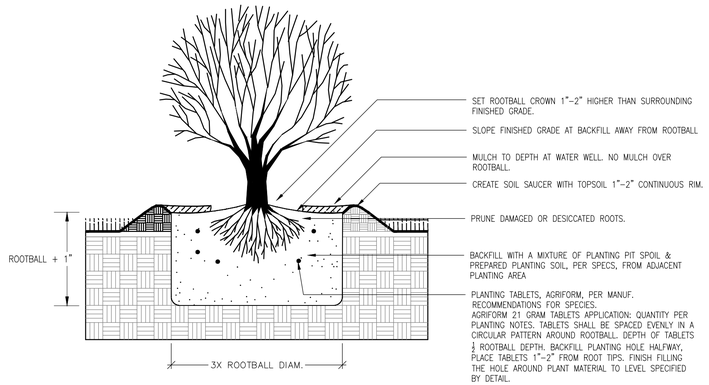
DRAWN BY: AMY OLAUGHLIN
DESIGNED BY: MIKE WARNKE
CHECKED BY:
DATE: MAY 2018
QA/QC MANAGER: DAVID FORTE
DISTRICT: 4
FIELD BOOK: PAGES:
SECTION - TOWNSHIP - RANGE
REG. LANDSCAPE NO.: 6409
SIGNATURE:

NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER LS101
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 28 OF 31

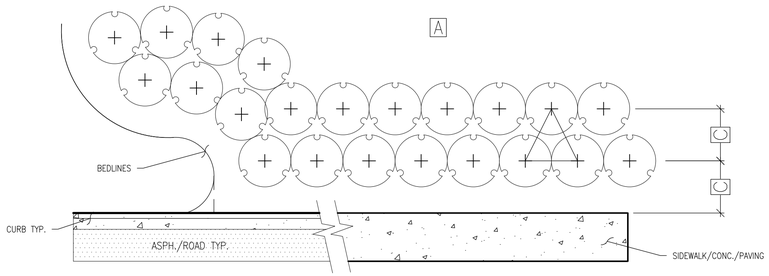
JAMES STEVEN LANDSCAPE ARCHITECT
LICENSE NO. LA0666743
STATE OF FLORIDA
NOT VALID WITHOUT SIGNATURE

Jerry Pate Design
201 SCHUBERT DRIVE · PENSACOLA, FL 32504
850-479-8433 WWW.JERRYPATEDESIGN.COM



01 SHRUB PLANTING - BARE ROOT

N.T.S.



A – SHRUBS AND GROUNDCOVERS ADJACENT TO STRAIGHT EDGES SHALL BE TRIANGULAR SPACED IN ROWS PARALLELED TO THE STRAIGHT EDGE.

B – SHRUBS AND GROUNDCOVERS ADJACENT TO CURVED EDGES SHALL BE PLANTED IN ROWS PARALLEL TO THE CURVED EDGES. CURVED EDGES TO BE VERY SMOOTH RADII.

C – FIRST ROW OF SHRUBS ADJACENT TO CURB, BEDLINES & CONCRETE SHALL BE A SPACED A DISTANCE OF THE ENTIRE SPACING (IN INCHES) SPECIFIED ON THE PLANT SCHEDULE.

02 TYPICAL SPACING DETAIL

N.T.S.

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PLANS AND WRITTEN NOTES. NO SUBSTITUTIONS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT, JERRY PATE DESIGN.
2. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB. THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN ON THE PLANS.
3. LANDSCAPE MATERIALS SHALL BE ADJUSTED IN THE FIELD TO AVOID CONFLICTS WITH ANY PROPOSED OR REMAINING UTILITY STRUCTURES, DRAINAGE STRUCTURES, DITCHES, UNDER DRAINS, DITCH BLOCKS, STORM WATER FACILITIES AND DRAINAGE DISCHARGE PATHS, EXISTING SIGNAGE, AND EXISTING LIGHTING AND THEIR APPURTENANCES. THE CONTRACTOR SHALL NOT INSTALL THE PROPOSED IMPROVEMENTS IF A CONFLICT EXISTS. ANY COSTS TO REMOVE AND/OR REPAIR WORK ADJUSTED THAT HAS NOT BEEN APPROVED PREVIOUSLY BY THE LANDSCAPE ARCHITECT SHALL BE AT THE CONTRACTOR'S EXPENSE.
4. LANDSCAPE IMPROVEMENTS SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE MOST CURRENT FDOT STANDARD SPECIFICATION 580, AND ANY OTHER PLANTING SPECIFICATIONS INCLUDED IN THE CONSTRUCTION DOCUMENTS.
5. PLANT QUANTITIES SHOWN ON THE LANDSCAPE PLAN ARE MINIMUM ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE CONTRACTOR'S OWN QUANTITY TAKE-OFF, AND SHALL PROVIDE ALL PLANT MATERIAL REQUIRED TO FILL THE PLANTING BEDS AT THE SPACING INDICATED ON THE PLANTING SCHEDULE.
6. PLANTING FOR ALL PLANT MATERIAL AND THE PROTECTION OF EXISTING TREES TO REMAIN SHALL BE IN ACCORDANCE WITH THE MOST CURRENT FDOT DESIGN STANDARD INDEX 987, AND THE DETAILS IN THE CONSTRUCTION DOCUMENTS.
7. THE CONTRACTOR SHALL INSURE THAT, PRIOR TO MOVING ON SITE, ALL EQUIPMENT WHICH LAST OPERATED IN PLACES KNOW TO BE INFESTED WITH NOXIOUS WEEDS IS FREE OF SOIL, SEEDS, VEGETATIVE MATTER, OR OTHER DEBRIS THAT COULD CONTAIN OR HOLD SEEDS.
8. THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE JOB SITE. IF THE CONTRACTOR NEEDS HAZARDOUS MATERIALS TO PERFORM THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST, IN WRITING, ADVANCE PERMISSION FROM THE OWNER. IF ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL IS FOUND ON THE PROJECT, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER.
9. ANY PUBLIC LAND SURVEY SYSTEM CORNER OR ANY MONUMENT THAT PERPETUATES THE RIGHT-OF-WAY WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED BY THE CONTRACTOR. IF A MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE OWNER.

PLANTING BED PREPARATION

1. ALL TRASH, ASPHALT, CONCRETE SIGNAGE, WEEDS AND OTHER SPOILAGE SHALL BE REMOVED FROM SITE PRIOR TO MOBILIZATION OF PLANTING CONTRACTOR.
2. ALL AREAS TO BE PLANTED OR SODDED SHALL BE GRADED TO SITE SPECIFICATIONS PRIOR TO MOBILIZATION OF PLANTING CONTRACTOR.
3. CONTRACTOR SHALL CONFIRM ALL PLANTING BEDS ARE NOT COMPACTED BEYOND 85 PERCENT TO ENSURE DRAINAGE. SHOULD COMPACTED SOILS EXIST, SOILS SHALL BE EXCAVATED AND REPLACED WITH WELL-DRAINING SOIL PRIOR TO MOBILIZATION OF PLANTING CONTRACTOR. NO PARKING LOT SUB-BASE, ASPHALT MATERIAL OR CONCRETE SPOILS SHALL REMAIN IN PLANTING BEDS.
4. ALL EXISTING VEGETATION SHALL BE REMOVED IN ALL PLANTING BED AREAS UNLESS OTHERWISE NOTED ON THE PLANS. HERBICIDE MANUFACTURER SPECIFICATIONS AND INSTRUCTIONS SHALL BE FOLLOWED AS TO TREATMENT DILUTION, MIX, APPLICATION, AND TIME PERIODS BETWEEN APPLICATIONS AS APPLICABLE TO ASSURE WEEDS ARE ELIMINATED FROM THE PLANTING BEDS PRIOR TO COMMENCING PLANTING. ALL PERSONNEL INVOLVED IN THE CHEMICAL PROGRAM ARE TO RECEIVE THE PROPER TRAINING AND LICENSURE, AND FOLLOW THE OPERATING GUIDELINES PROVIDED BY FDOT FOR CHEMICAL CONTROL. CONTACT THE ESCAMBIA COUNTY EXTENSION SERVICE FOR ADDITIONAL INFORMATION REGARDING HERBICIDES, PESTICIDES, AND REQUIRED LICENSES.
5. REPRESENTATIVE SOIL SAMPLES (3 MINIMUM) FROM VARYING AREAS THROUGHOUT THE PROJECT SHALL BE TAKEN AND PROVIDED TO THE OWNER'S REPRESENTATIVE PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF ANY IMPROPER SOIL CONDITION INCLUDING NUTRITIONAL DEFICIENCIES, WETNESS, MUCK, DEBRIS, ETC. AND SHALL RECOMMEND TO THE LANDSCAPE ARCHITECT, PRIOR TO INSTALLATION, ALL SOIL AMENDMENTS THAT MAY BE NECESSARY TO PROMOTE HEALTHY VIGOROUS PLANT GROWTH. THE SOIL SAMPLE TEST RESULTS SHALL INCLUDE, AT A MINIMUM, PH, PRIMARY MACRONUTRIENTS, MICRONUTRIENTS, PERCENTAGE OF ORGANIC MATTER, AND SOIL TEXTURE. SUBMIT ALL SOIL SAMPLES AND AMENDMENT RECOMMENDATIONS TO THE LANDSCAPE ARCHITECT FOR REVIEW. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR ALL APPROPRIATE SOIL AMENDMENTS AND A PROPERLY PREPARED FINISHED SOIL LAYER IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS 162 AND 967.
6. ALL SOIL AMENDMENTS SHALL BE ADDED TO THE PLANTING BEDS AND INCORPORATED INTO THE SOIL PRIOR TO COMMENCING FINAL GRADING AND PLANTING. ALL BEDS SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE WITH NO AREAS WHERE STANDING WATER COULD OCCUR.
7. ALL PLANTING BED AREAS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE TO ASSURE THAT WEEDS WILL BE CONTROLLED

UTILITY NOTES

1. THE LOCATIONS OF THE UTILITIES SHOWN ON THE PLANS SHOULD BE CONSIDERED APPROXIMATE ONLY, AND INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
2. THE CONTRACTOR SHALL NOTIFY ALL UTILITIES TWO BUSINESS DAYS PRIOR TO DEMOLITION AND/OR EXCAVATION. CALL 'SUNSHINE STATE ONE CALL SYSTEM"1-800-432-4770 (OR811) SO THAT UNDERGROUND UTILITIES MAY BE FIELD LOCATED.
3. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES DURING CONSTRUCTION. NO UTILITY IS TO BE RELOCATED. PLANTING SHALL BE ADJUSTED HORIZONTALLY, AT THE DIRECTION OF THE LANDSCAPE ARCHITECT, TO ADDRESS ANY UTILITY CONFLICTS.

PLANTING NOTES

1. THE LANDSCAPE INSTALLATION MUST BE PROPERLY SEQUENCED WITH OTHER CONSTRUCTION SO THAT THE LANDSCAPE IS NOT DAMAGED BY OTHER WORK/TRADES AND VICE VERSA.
2. THE CONTRACTOR SHALL VERIFY THE EXISTENCE OF AND STAKE ALL UTILITIES PRIOR TO CONSTRUCTION. EXCAVATION OF PLANT PITS LOCATED WITHIN 5' OF UTILITIES SHALL BE PERFORMED BY HAND. ANY UTILITY AND PLANT MATERIAL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION, OR FIELD ADJUSTMENTS.
3. ALL PLANTS SHALL MEET SIZE, CONTAINER, AND SPACING SPECIFICATIONS AS SHOWN IN THE PLANT SCHEDULE. THE CONTRACTOR SHALL GUARANTEE PLANT HEALTH AND SURVIVABILITY FOR ONE YEAR FROM DATE OF PROJECT ACCEPTANCE BY THE LANDSCAPE ARCHITECT. ANY MATERIAL NOT MEETING SPECIFICATIONS OR DISPLAYING POOR HEALTH SHALL BE REPLACED AT CONTRACTOR'S EXPENSE WITHIN TWO WEEKS OF NOTICE.
4. ALL PLANT MATERIAL SHALL BE FLORIDA NO. 1 OR BETTER, UNLESS OTHERWISE NOTED, AS SET FORTH IN THE CURRENT EDITION OF THE 'GRADES AND STANDARDS FOR NURSERY PLANTS,' STATE OF FLORIDA. NOTIFY THE LANDSCAPE ARCHITECT A MINIMUM OF ONE WEEK PRIOR TO PLANT DELIVERY TO SCHEDULE ON-SITE INSPECTION UPON DELIVERY. INSTALLED PLANT MATERIAL NOT MEETING SPECIFICATIONS SHALL BE REMOVED AND REPLACED AT CONTRACTOR'S EXPENSE. ALL PLANTS MUST BE BROUGHT TO THE SITE FREE OF WEEDS. ADDITIONALLY, THE CONTRACTOR SHALL PROVIDE THE LANDSCAPE ARCHITECT WITH REPRESENTATIVE PLANT PHOTOS TO APPROVE FOR ALL PLANT MATERIALS PRIOR TO ANY PLANT DELIVERY. MEASURING STICKS SHALL BE SHOWN IN PHOTOS, AS APPROPRIATE.
5. ALL PLANT MATERIALS INDICATED WITH A GALLON SIZE SHALL BE CONTAINER GROWN AND WITHIN A CONTAINER APPROPRIATE FOR THE PLANT SIZE. ROOT BOUND PLANTS SHALL NOT BE ACCEPTED. NO SUBSTITUTIONS SHALL BE PERMITTED WITHOUT PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT.
6. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO MAKE PLANTING BED FIELD CHANGES TO ACCOMMODATE SITE CONDITIONS AND TO ACHIEVE THE DESIGN INTENT. THE CONTRACTOR SHALL FLAG ALL TREE AND BEDLINE LOCATIONS FOR APPROVAL OF LANDSCAPE ARCHITECT PRIOR TO ANY INSTALLATION.
7. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY EXISTING VEGETATION INTENDED TO REMAIN THAT IS DISTURBED BY PLANT MATERIAL INSTALLATION ACTIVITIES. THIS REPAIR /REPLACEMENT SHALL BLEND SEAMLESSLY WITH THE EXISTING LANDSCAPE.
8. THE CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES AND PLANS IN PREPARING PLANTING AREAS, INCLUDING FINAL GRADE ELEVATIONS.
9. ALL PLANT MATERIAL MUST BE PLANTED IMMEDIATELY UPON DELIVERY TO THE SITE AND WATERED IN, BY HAND IF THE IRRIGATION SYSTEM IS NOT YET FUNCTIONING PROPERLY. ANY PLANT MATERIAL NOT INSTALLED WITHIN 6 HOURS OF DELIVERY TO THE SITE MUST BE STORED IN AN APPROVED, PROTECTED HOLDING AREA AND SHALL BE WATERED AS NECESSARY TO MAINTAIN PLANT HEALTH AND QUALITY. ALL BLACK PLASTIC PLACED AROUND TREE ROOTBALLS SHALL BE REMOVED IMMEDIATELY UPON DELIVERY TO THE SITE, BURLAP WRAPPING SHALL STAY IN PLACE. FOR TREES NOT PLANTED WITHIN 6 HOURS OF DELIVERY TO THE SITE, WATER SHALL BE IMMEDIATELY APPLIED TO THE ROOTBALL AND FOLIAGE. THE TOPS SHALL BE UNTIED AND THE TREES STORED UPRIGHT WITH MULCH, PINE STRAW OR HAY COVERING THE ROOTBALLS. TREES SHALL NOT BE STORED LYING DOWN. IF TREES HAVE PLASTIC TRUNK PROTECTORS, THE PROTECTORS MAY STAY IN PLACE PRIOR TO PLANTING BUT SHALL NOT BE LEFT ON INDEFINITELY.
10. PLANT SHRUBS IN CIRCULAR PITS WITH A DIAMETER 3X DIAMETER OF ROOTBALL OR CONTAINER.
11. PLANT TREES IN CIRCULAR PITS WITH A DIAMETER 2X DIAMETER OF ROOTBALL OR CONTAINER.
12. FERTILIZE ALL TREES WITH AGRIFORM 21 GRAM TABLETS, SLOW RELEASE 20-10-5 ANALYSIS WITH ONE TABLET PER ½"OF TRUNK DIAMETER.
13. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT A MINIMUM OF 48 HOURS PRIOR TO COMPLETION TO SCHEDULE A FINAL WALKTHROUGH. A FINAL WALKTHROUGH SHALL NOT BE PERFORMED IF PREVIOUS PUNCH LISTS ARE NOT COMPLETED.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL PLANTING AND GRADES UNTIL FINAL ACCEPTANCE BY THE LANDSCAPE ARCHITECT. THIS MAINTENANCE INCLUDES KEEPING BEDS FREE OF DEBRIS, WEEDS, DISEASES, AND INFESTATIONS. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROVIDING SUFFICIENT WATER TO THE PLANTS DURING THIS TIME, AND REPAIRING EROSION AREAS.
15. THE CONTRACTOR SHALL SUPPLY THE LANDSCAPE ARCHITECT WITH ELECTRONIC AS-BUILT DRAWINGS WITHIN 30 DAYS OF PROJECT ACCEPTANCE.
16. REFER TO CURRENT FDOT STANDARD SPECIFICATIONS AND DESIGN STANDARD INDICES, THE GENERAL NOTES, AND ALL OTHER NOTES WITHIN THE CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
17. ONE YEAR WARRANTY ON ALL PLANTS AND LABOR
18. SAND FENCING SHALL CONFORM TO "SAND FENCING GUIDELINES" AS PUBLISHED BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION-DIVISION OF WATER RESOURCE MANAGEMENT.

REGISTERED LANDSCAPE ARCHITECT STEVE DAMLE NUMBER 0001747 STATE OF FLORIDA
INVALID WITHOUT SIGNATURE

Jerry Pate Design
301 SCHOOLBOY DRIVE - PENSACOLA, FL 32504
850-479-6033 WWW.JERRYPATEDESIGN.COM

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

100% LANDSCAPE DETAILS

ESCAMBIA COUNTY FLORIDA

VOLKERT
Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
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Telephone (850) 512-9935
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DATE:	QA/QC MANAGER:			
MAY 2018	DAVID FORTE			
FIELDBOOK/ PAGES:			SECTION/ TOWNSHIP/ RANGE:	

NUMBER	REVISIONS	DATE	APPROVED BY

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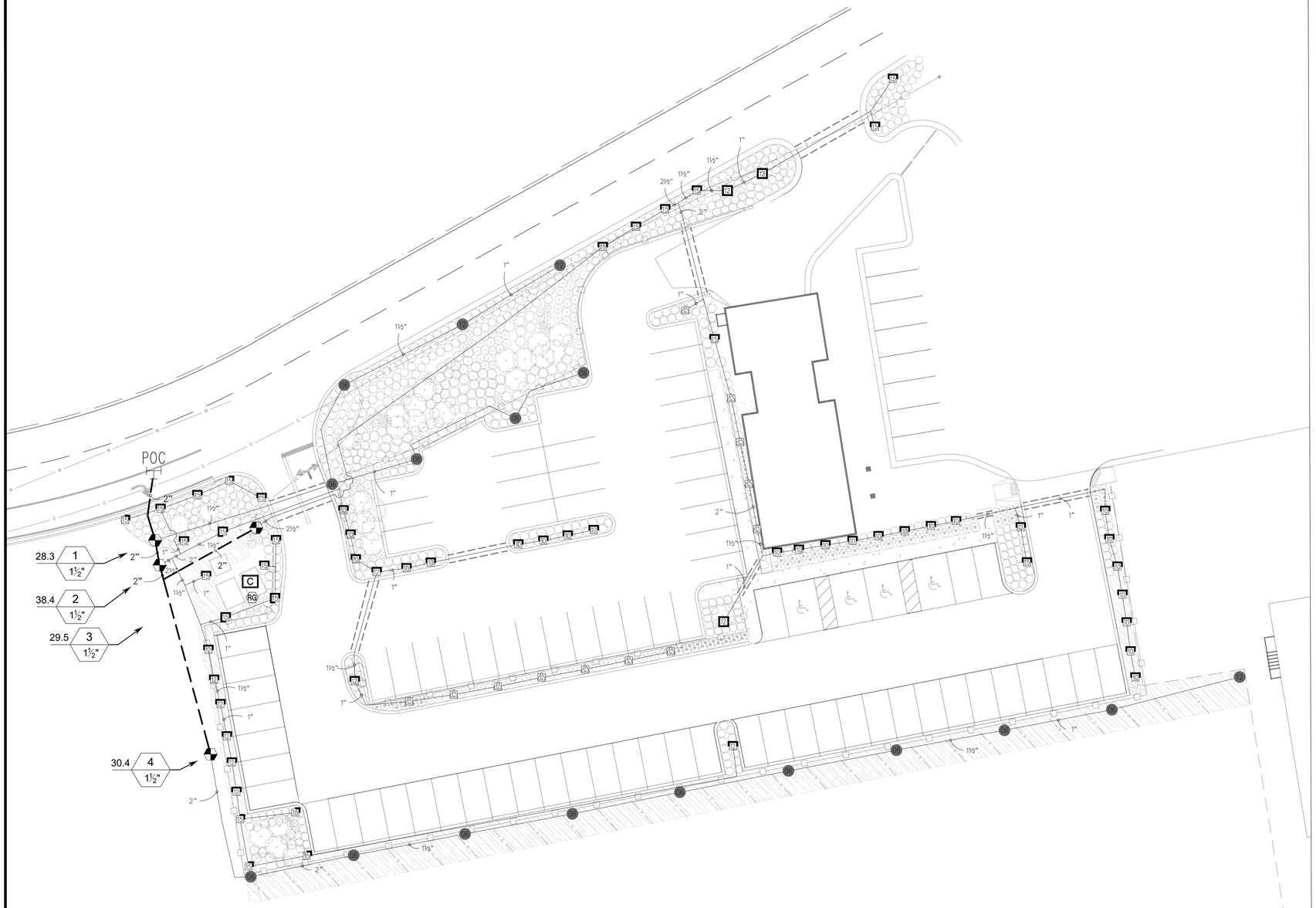

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY	ARC	PSI	GPM	RADIUS
	Rain Bird 1806-SAM-PRS 15 Strip Series or approved equal	12	CST	15	0.89	4'x30'
	Rain Bird 1806-SAM-PRS 10 Series MPR or approved equal	24	180	15	0.58	7'
	Rain Bird 1806-SAM-PRS 12 Series MPR or approved equal	3	360	15	1.67	9'
	Rain Bird 1806-SAM-PRS 12 Series MPR or approved equal	10	180	15	0.90	9'
	Rain Bird 1806-SAM-PRS 15 Series MPR or approved equal	15	180	15	1.30	11'
	Rain Bird 1806-SAM-PRS 15 Series MPR or approved equal	6	90	15	0.65	11'
	Rain Bird 1806-SAM-PRS 15 Series MPR or approved equal	3	270	15	1.95	11'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	GPM	RADIUS
	Rain Bird 2045A 06 or approved equal Turf Impact Rotor, Pop-Up Sprinkler, Open Case, Adjustable and Full Circle. With Precision Jet Tube. Nozzles: 06=red; 07=black; 08=blue; 10=yellow; 12=beige.	14	55	2.50	38'
	Rain Bird 2045A 12 or approved equal Turf Impact Rotor, Pop-Up Sprinkler, Open Case, Adjustable and Full Circle. With Precision Jet Tube. Nozzles: 06=red; 07=black; 08=blue; 10=yellow; 12=beige.	3	55	7.90	45'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PESB 1-1/2" or approved equal 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration. With Scrubber Technology for Reliable Performance in Dirty Water Irrigation Applications.	4
C	Rain Bird ESP4ME or approved equal 4 Station, Hybrid Modular Outdoor Controller. For Residential or Light Commercial Applications.	1
RG	Rain Bird RSD-CEx or approved equal Rain Sensing Device, conduit mount. With threaded adapter, extension wire.	1
POC	Existing 10" Potable Water Service Line. Connection Per Minimum source data: 50GPM @ 70 PSI. Contractor shall verity prior to installation.	1
	Irrigation Lateral Line: PVC Schedule 40 1"	1,056 l.f.
	Irrigation Lateral Line: PVC Schedule 40 1 1/2"	675.6 l.f.
	Irrigation Lateral Line: PVC Schedule 40 2"	202.6 l.f.
	Irrigation Lateral Line: PVC Schedule 40 2 1/2"	200.0 l.f.
	Irrigation Mainline: PVC Schedule 40 2"	131.4 l.f.
	Pipe Sleeve: PVC Schedule 40	153.4 l.f.

Valve Callout
Valve Number
Valve Flow
Valve Size

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	PSI	PSI @ POC	PRECIP
1	Rain Bird PESB or approved equal	1-1/2"	Turf Impact	28.30	61.66	61.81	0.76 in/h
2	Rain Bird PESB or approved equal	1-1/2"	Turf Spray	38.40	19.82	20.19	0.91 in/h
3	Rain Bird PESB or approved equal	1-1/2"	Turf Spray	29.46	20.09	20.61	0.75 in/h
4	Rain Bird PESB or approved equal	1-1/2"	Turf Impact	30.40	63.95	64.72	0.55 in/h

ELEMENT LOCATION ON DRAWINGS ARE SCHEMATIC SHOWING DESIGN INTENT. ENSURE 100% IRRIGATION COVERAGE AND LOCATE PIPE IN BEDS WITHIN PROPERTY BOUNDARIES.

GRAPHIC SCALE
20' 0 10' 20'
(IN FEET)
1 INCH = 20 FT.

STEVEN DANIEL PARKER
REGISTERED LANDSCAPE ARCHITECT
STATE OF FLORIDA
INVALID WITHOUT SIGNATURE

Jerry Pate Design
301 SCHUBERT DRIVE · PENSACOLA, FL 32504
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PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
100% TEMPORARY IRRIGATION PLAN

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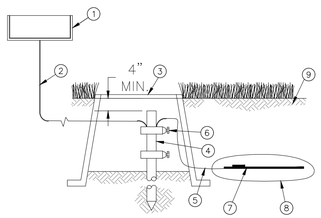
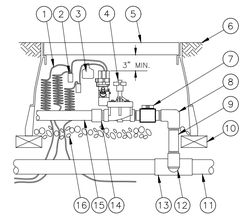


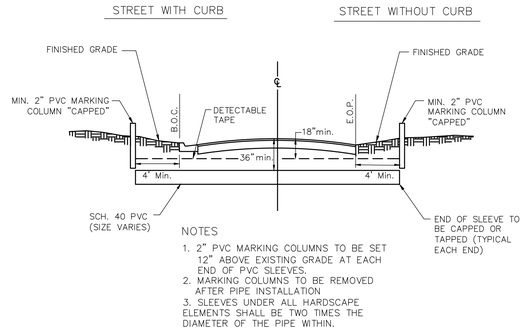
1. RAIN BIRD CONTROLLER
2. SOLID BARE COPPER WIRE (#10 AWG) FROM GROUNDING ROD TO CONTROLLER. MAKE WIRE AS SHORT AND STRAIGHT AS POSSIBLE
3. COVER GROUNDING ROD WITH 10-INCH ROUND VALVE BOX AS SHOWN
4. 5/8-INCH X 10 FT COPPER CLAD GROUNDING ROD. INSTALL RODS IN SOIL IN A TRIAGULAR PATTERN SPACED A MINIMUM OF 16 FT APART FROM EACH OTHER. GROUNDING GRID TO HAVE A RESISTANCE OF TEN (10) OHMS OR LESS
5. BARE COPPER WIRE (#6 AWG MIN.) BETWEEN GROUNDING ROD AND GROUNDING PLATE
6. GROUND ROD CLAMP OR WELDS
7. COPPER GROUNDING PLATE
8. GROUND ENHANCEMENT MATERIAL (IF REQUIRED)
9. FINISH GRADE

01 CONTROLLER GROUNDING GRID
N.T.S. GROUNDING PLATE DESIGN LAYOUT



1. 30-INCH LINEAR LENGTH OF WIRE, COILED
2. WATERPROOF CONNECTION RAIN BIRD SPLICE-1 (1 OF 2)
3. ID TAG: RAIN BIRD VID SERIES
4. REMOTE CONTROL VALVE: RAIN BIRD PESB
5. VALVE BOX WITH COVER: RAIN BIRD VB-STD
6. FINISH GRADE/TOP OF MULCH
7. PVC SLIP BALL VALVE
8. PVC SCH 40 ELL
9. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
10. BRICK (1 OF 4)
11. PVC MAINLINE PIPE
12. SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND SCH 40 ELL
13. PVC SCH 40 TEE OR ELL
14. PVC SCH 40 MALE ADAPTER
15. PVC LATERAL PIPE
16. 3.0-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL

02 REMOTE CONTROL VALVE
N.T.S. RAINBIRD PESB

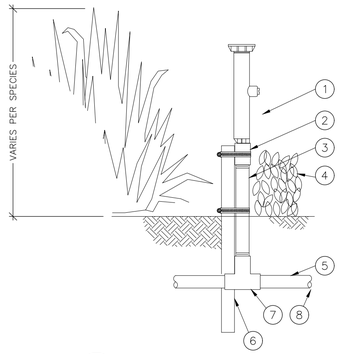


NOTES
1. 2" PVC MARKING COLUMNS TO BE SET 12" ABOVE EXISTING GRADE AT EACH END OF PVC SLEEVES.
2. MARKING COLUMNS TO BE REMOVED AFTER PIPE INSTALLATION
3. SLEEVES UNDER ALL HARDSCAPE ELEMENTS SHALL BE TWO TIMES THE DIAMETER OF THE PIPE WITHIN.

03 IRRIGATION SLEEVE
N.T.S.

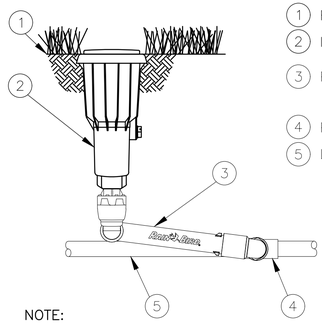
IRRIGATION NOTES:

1. LOCATE ALL UNDERGROUND UTILITIES, ELECTRICAL WIRING, WATER, SEWER, TELEPHONE, CABLE TV, AND OTHER UNDERGROUND LINES BEFORE LANDSCAPE AND IRRIGATION INSTALLATION. SHOULD ANY CONFLICT BECOME KNOWN THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT IN WRITING FOR SUPPLEMENTAL INSTRUCTIONS.
2. ELEMENT LOCATION ON THE DRAWINGS IS SCHEMATIC SHOWING INTENT. CONTRACTOR SHALL NOT MAKE CHANGES TO PIPE SIZING OR ROUTING WITHOUT PRIOR APPROVAL OF OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT.
3. IF DISCREPANCIES OCCUR BETWEEN THE PLANS, NOTES, AND ACTUAL CONDITIONS CONTACT THE LANDSCAPE ARCHITECT IN WRITING FOR CLARIFICATION BEFORE PROCEEDING.
4. INSTALL AN AUTOMATIC IRRIGATION SYSTEM TO ENSURE 100% COVERAGE OF ALL PLANTED AND GRASSED AREAS. THE CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS TO LANDSCAPE ARCHITECT AND OWNER SHOWING ALL INFORMATION REQUIRED BY LOCAL CODES AND NECESSARY FOR THE EFFICIENT OPERATION AND MAINTENANCE OF THE SYSTEM.
5. ALL ELECTRICAL WIRE ASSOCIATED WITH THE IRRIGATION SYSTEM SHALL CONFORM TO THE ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES.
6. THE CONTROLLER SHALL BE EQUIPPED BY THE CONTRACTOR WITH PROPERLY LOCATED AND INSTALLED RAIN I FREEZE I WIND SHUTOFF SENSORS. THE SENSORS SHALL BE LOCATED IN SUCH A MANNER SO THAT THEY ARE UNOBSTRUCTED, AND DIRECTLY EXPOSED TO NATURAL RAINFALL, WIND, AND SUNLIGHT FROM ALL DIRECTIONS, BUT NOT TO RUNOFF WATER FROM SWALES OR OTHER SURFACES.
7. MAINLINE AND LATERAL PIPING SHALL BE SCH 40 PVC WITH GLUE FITTINGS. SHALL BE GLUED FOLLOWING THE REQUIREMENTS OF THE PIPE AND FITTING MANUFACTURERS, AND COUNTY PLUMBING ORDINANCE.
8. IRRIGATION SLEEVING SHALL BE SCHEDULE 40, 2X TOTAL PIPE DIAMETER UNLESS OTHERWISE NOTED.
9. THE LANDSCAPE BID SHALL BE FOR THE IRRIGATION MATERIALS SPECIFIED. REQUESTS TO USE EQUAL, SUBSTITUTE MATERIALS SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT IN WRITING AND OWNER'S APPROVAL GIVEN IN WRITING BEFORE THE SUBSTITUTION IS ALLOWED. REQUESTS TO USE EQUAL, SUBSTITUTE MATERIALS SHALL INCLUDE COMPLETE PRODUCT SPECIFICATIONS AND ANY COST SAVINGS TO THE PROJECT.
10. THE INSTALLER SHALL BE FAMILIAR WITH ALL REQUIREMENTS FOR THE WORK, AND TO CONDUCT HIS WORK IN A CLEAN, SAFE, AND WORKMANLIKE MANNER. THE OWNER RESERVES THE RIGHT TO ACT TO PROTECT HIS PROPERTY AND THE OTHER PERSONNEL AT WORK THERE, AND TO MAKE EMERGENCY REPAIRS OR TAKE CORRECTIVE ACTION IF THE INSTALLER DOES NOT FULFILL HIS OBLIGATIONS IN A TIMELY MANNER. THE OWNER FURTHER RESERVES THE RIGHT TO BACK-CHARGE THE INSTALLER TO COVER SUCH EXPENSES, TO THE EXTENT ALLOWED UNDER APPLICABLE LAW.
11. IRRIGATION MATERIALS AND WORKMANSHIP SHALL BE WARRANTIED FOR ONE YEAR. MANUFACTURER'S WARRANTIES SHALL BE PASSED TO THE OWNER.
12. ALL WORK SHALL BE DONE IN ACCORDANCE WITH PREVAILING CODES AND REGULATIONS, AND SANTA ROSA COUNTY IRRIGATION STANDARDS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY AND CONFORM TO THE PARTICULAR CODES AND REGULATIONS APPLICABLE TO THIS LOCATION, AS WELL AS SANTA ROSA COUNTY IRRIGATION STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, INCLUDING THOSE FOR ANY NEW WATER LINE TAPS OR WELLS, LOCATES, AND INSPECTIONS.
13. CONTRACTOR TO PROVIDE SITE SURVEY TO VERIFY RADIO SIGNAL STRENGTH. IF SURVEY SHOWS THAT AN ANTENNA IS NECESSARY, CONTRACTOR SHALL COORDINATE WITH THE PROJECT LANDSCAPE ARCHITECT AND ARCHITECT TO DETERMINE LOCATION FOR ANTENNA INSTALLATION.
14. IRRIGATION SCHEDULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR PERFORMING THEIR OWN TAKE OFF BASED ON PLAN DOCUMENTS.
15. IRRIGATION SYSTEM AND ITS COMPONENTS SHALL BE INSTALLED ACCORDING TO MANUFACTURES' SPECIFICATIONS.
16. ALL WIRE SPLICES SHALL OCCUR IN A VALVE BOX WITH DBR WATERPROOF WIRE SPLICE KITS.
17. IRRIGATION SCHEDULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR PERFORMING THEIR OWN TAKE OFF BASED ON PLAN DOCUMENTS & SPECIFICATIONS ENSURING UNIFORM COVERAGE OF ALL LANDSCAPED AREAS.



1. POP UP SPRAY IRRIGATION HEAD RAIN BIRD 1806-SAM-PRS
2. UV RADIATION RESISTANT PVC SCH 80 COUPLING
3. UV RADIATION RESISTANT PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
4. PLANT MATERIAL
5. UV RADIATION RESISTANT PVC LATERAL PIPE
6. 1-INCH GALVANIZED STEEL PIPE WITH STAINLESS STEEL GEAR CLAMPS OR EQUIVALENT SUPPORT SYSTEM
7. UV RADIATION RESISTANT PVC SCH 40 TEE OR ELL
8. FINISH GRADE/TOP OF MULCH

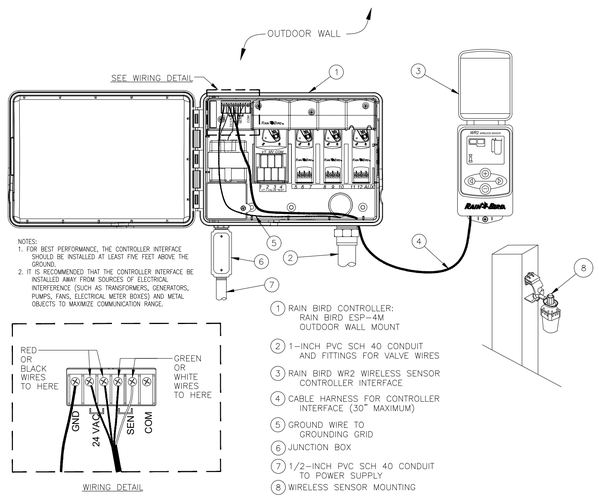
04 RAINBIRD 1806-SAM-PRS
N.T.S. ABOVE GRADE RISER INSTALLATION



1. FINISH GRADE
2. IMPACT ROTOR POP-UP SPRINKLER: RAIN BIRD 2045A MAXI-PAW-SAM-NP
3. PRE-FABRICATED SWING JOINT: RAIN BIRD TSJ-075-PRS WITH 45 PSI PRESSURE REGULATOR
4. PVC SCH 40 TEE OR ELL
5. LATERAL PIPE

NOTE:
A SWING PIPE ASSEMBLY MAY BE USED WITH FLOWS LESS THAN 4 GPM.

05 RAINBIRD 2045 A MAXI BIRD
N.T.S. ABOVE GRADE RISER INSTALLATION



NOTES:
1. FOR BEST PERFORMANCE, THE CONTROLLER INTERFACE SHOULD BE INSTALLED AT LEAST FIVE FEET ABOVE THE GROUND.
2. IT IS RECOMMENDED THAT THE CONTROLLER INTERFACE BE INSTALLED AWAY FROM SOURCES OF ELECTRICAL INTERFERENCE (SUCH AS TRANSFORMERS, GENERATORS, PUMPS, FANS, ELECTRICAL METER BOX(ES) AND METAL OBJECTS TO MAXIMIZE COMMUNICATION RANGE.

1. RAIN BIRD CONTROLLER: RAIN BIRD ESP-4M OUTDOOR WALL MOUNT
2. 1-INCH PVC SCH 40 CONDUIT AND FITTINGS FOR VALVE WIRES
3. RAIN BIRD WR2 WIRELESS SENSOR CONTROLLER INTERFACE
4. CABLE HARNESS FOR CONTROLLER INTERFACE (30" MAXIMUM)
5. GROUND WIRE TO GROUNDING GRID
6. JUNCTION BOX
7. 1/2-INCH PVC SCH 40 CONDUIT TO POWER SUPPLY
8. WIRELESS SENSOR MOUNTING

06 WIRELESS RAIN SENSOR (OUTDOOR)
NTS WR2 SERIES CONTROLLER INTERFACE

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA

100% TEMPORARY IRRIGATION DETAILS

ESCAMBIA COUNTY FLORIDA

VOLKERT
Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-8935

DRAWN BY: AMY OLAUGHLIN	DESIGNED BY: MIKE WARNKE	CHECKED BY:	REG. LA NO.: 64091
DATE: MAY 2018	QA/QC MANAGER: DAVID FORTE	DISTRICT: 4	SIGNATURE:
FIELDBOOK/ PAGES:		SECTION / TOWNSHIP / RANGE	

NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER IR201
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 31 OF 31

STEVEN LANDSCAPE ARCHITECT STEVE DANIEL LA 0001444 STATE OF FLORIDA
INVALID WITHOUT SIGNATURE

Jerry Pate Design
301 SCHUBERT DRIVE · PENSACOLA, FL 32504
850-479-6633 WWW.JERRYPATEDESIGN.COM

PROJECT SPECIFICATIONS, PERMITS AND GEOTECHNICAL REPORT FOR PENSACOLA BEACH CONGESTION MANAGEMENT PLAN PHASE II- CASINO BEACH PARKING AREA

PD 15-16.007 / PO 16017

Volkert Project #635501.WFR

DATE: MAY 2018

PREPARED FOR:

BOARD OF COUNTY COMMISIONERS

ESCAMBIA COUNTY, FL

PREPARED BY:

VOLKERT, INC.

PO Box 11428

PENSACOLA, FL 32524-1428

PENSACOLA BEACH CONGETSION MANAGEMENT PLAN-
PHASE II- CASINO BEACH PARKING PAKRING AREA
TABLE OF CONTENTS

ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS:

SECTION	TITLE
01000	DEFINITIONS
01300	SUBMITTALS
02230	CLEARING & GRUBBING
02300	EARTHWORK
02340	RIP-RAP
02400	GRADED AGGREGATE BASE
02500	SUPERPAVE ASPHALT CONCRETE
02600	STORMWATER SYSTEM
02900	GRASSING
03300	PORTLAND CONCRETE CEMENT
04040	PAVEMENT MARKINGS
04060	MAINTENANCE OF TRAFFIC

PERMITS (FOR INFORMATIONAL PURPOSE ONLY):

To Be Provided

GEOTECHNICAL REPORT (FOR INFORMATIONAL PURPOSE ONLY):

Nova Engineering and Environmental- Pensacola Beach Congestion Management Plan- Project 2g- Parking Lots Geotechnical Report Dated October 6, 2017- Nova Project Number 8217141

Board of County Commissioners • Escambia County, Florida

PUBLIC WORKS DEPARTMENT
Engineering Division

Escambia County
Technical Specifications

GENERAL EXCEPTIONS*: Any reference to FDOT *Standard Specifications for Road and Bridge Construction, Latest Edition, Division I General Requirements & Covenants* shall be excluded and not applicable to any specification referred herein or otherwise listed in this document.

Work shall comply with requirements of FDOT *Standard Specifications for Road and Bridge Construction*, latest edition, as modified herein.

**Note: The General Exception above does not apply when utilizing Federal Highway Administration (FHWA) funding.*

County Engineer
Joy D. Blackmon, P.E.

Effective Date: February 01, 2015

SECTION 01000 – DEFINITIONS

PART 1 - GENERAL

The following terms, when used in the Contract Documents, have the meaning described

Advertisement
The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as “Notice to Contractors,” or “Notice to Bidders.”

Bidder
An individual, firm, or corporation submitting a proposal for the proposed work.

Bridge
A structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.

Calendar day
Every day shown on the calendar, ending and beginning at midnight.

Contract
The term “Contract” means the entire and integrated agreement between the parties there under and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents form the Contract between the County and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work and the basis of payment.

Contract Documents
The term “Contract Documents” includes: Advertisement for Proposal, Proposal, Certification as to Publication and Notice of Advertisement for Proposal, Appointment of Agent by Nonresident Contractors, Noncollusion Affidavit, Warranty Concerning Solicitation of the Contract by Others, Resolution of Award of Contract, Executed Form of Contract, Performance Bond and Payment Bond, Specifications, plans (including revisions thereto issued during construction), Addenda, or other information mailed or otherwise transmitted to the prospective bidders prior to the receipt of bids, work orders and supplemental agreements, all of which are to be treated as one instrument whether or not set forth at length in the form of contract.

Contract Bond
The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.

Contract Letting
The date that the County opened the bid proposals.

Contract Time
The number of calendar days allowed for completion of the Contract work, including authorized time extensions.

Contractor
The individual, firm, joint venture, or company contracting with the County to perform the work.

Contractor's Engineer of Record
A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer. The Contractor's Engineer of Record must be an employee of a pre-qualified firm. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a prequalified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

Controlling Work Items
The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

County
Escambia County Public Works Department

Culverts
Any structure not classified as a bridge that provides an opening under the roadway.

Delay
Any unanticipated event, action, force or factor which extends the Contractor's time of performance of any controlling work item under the Contract. The term "delay" is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance", or otherwise, which are beyond

the control of and not caused by the Contractor, or the Contractor's subcontractors, materialmen, suppliers or other agents. This term does not include "extra work".

Department
State of Florida Department of Transportation.

Developmental Specification
See definition for Specifications.

Engineer of Record
The Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concept for the project, performs the analysis, and is responsible for the preparation of the Plans and Specifications. The Engineer of Record may be County in-house staff or a consultant retained by the County.

The Contractor shall not employ the Engineer of Record as the Contractor's Engineer of Record or as a Specialty Engineer.

Equipment
The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the work.

Extra Work
Any "work" which is required by the Engineer to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions, or otherwise. This term does not include a "delay".

Highway, Street, or Road
A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Holidays
Days designated by the Board of County Commissioners as holidays, which include, but are not limited to, New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following Friday, and Christmas Day.

Inspector
An authorized representative of the County, assigned to make official inspections of the materials furnished and of the work performed by the Contractor.

Laboratory
The testing laboratory used by the Contractor.

Major Item of Work
Any item of work having an original Contract value in excess of 5% of the original

Contract amount.

Materials
Any substances to be incorporated in the work under the Contract.

Median
The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

Plans
The approved plans, including reproductions thereof, showing the location, character, dimensions, and details of the work.

Proposal (Bid, Bid Proposal)
The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

Proposal Form
The official form or the expedite program generated bid item sheets on which the County requires formal bids to be prepared and submitted for the work.

Proposal Guaranty
The security furnished by the bidder as guaranty that the bidder will enter into the Contract for the work if the County accepts the proposal.

Right-of-Way
The land that the County has title to, or right of use, for the road and its structures and appurtenances, and for material pits furnished by the County.

Roadbed
The portion of the roadway occupied by the subgrade and shoulders.

Roadway
The portion of a highway within the limits of construction.

Section
A numbered prime division of these Specifications.

Special Provisions
See definition for Specifications.

Specialty Engineer
A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Contractor such as but not limited to pot bearing designs, nonstandard expansion joints, MSE wall designs and

other specialty items. The Specialty Engineer may also provide designs and details for items of the permanent work declared by the State Construction Office to be “minor” or “non-structural”. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant. For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

(1) Registration as a Professional Engineer in the State of Florida.
(2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

Specifications
The directions, provisions, and requirements contained herein, together with all stipulations contained in the Contract Documents, setting out or relating to the method and manner of performing the work, or to the quantities and qualities of materials and labor to be furnished under the Contract.

A. Standard Specifications: “Standard Specifications for Road and Bridge Construction” a bound book, applicable to all FDOT Contracts containing adopted requirements, setting out or relating to the method or manner of performing work, or to the quantities and qualities of materials and labor.

B. Supplemental Specifications: Approved additions and revisions to the Standard Specifications, applicable to all Department Contracts.

C. Special Provisions: Specific clauses adopted by the Department that add to or revise the Standard Specifications or supplemental specifications, setting forth conditions varying from or additional to the Standard Specifications applicable to a specific project.

D. Technical Special Provisions: Specifications, of a technical nature, prepared, signed, and sealed by an Engineer registered in the State of Florida other than the State Specifications Engineer or his designee, that are made part of the Contract as an attachment to the Contract Documents.

E. Developmental Specification: A specification developed around a new process, procedure, or material.

Standard Specifications
See definition for Specifications.

State
State of Florida.

Subarticle
A headed and numbered subdivision of an Article of a Section of these Specifications.

Subgrade
The portion of the roadbed immediately below the base course or pavement, including below the curb and gutter, valley gutter, shoulder and driveway pavement. The subgrade limits ordinarily include those portions of the roadbed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section extends to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement, or curb and gutter.

Substructure
All of that part of a bridge structure below the bridge seats, including the parapets, backwalls, and wingwalls of abutments.

Superintendent
The Contractor’s authorized representative in responsible charge of the work.

Superstructure
The entire bridge structure above the substructure, including anchorage and anchor bolts, but excluding the parapets, backwalls, and wingwalls of abutments.

Supplemental Agreement
A written agreement between the Contractor and theCounty, and signed by the surety, modifying the Contract within the limitations set forth in these Specifications.

Supplemental Specifications
See definition for Specifications.

Surety
The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.

Technical Special Provisions
See definition for Specifications.

Traveled Way
The portion of the roadway providing for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

Unilateral Payment
A payment of money made to the Contractor by the Department pursuant to Section 337.11(12), Florida Statutes (2009), for sums the Department determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against the Department for payment of any additional sums the Contractor claims are due for the work.

Work
All labor, materials and incidentals required to execute and complete the requirements of the Contract including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied.

Work Order
A written agreement between the Contractor and the County modifying the Contract within the limitations set forth in these Specifications. Funds for this agreement are drawn against the Initial Contingency Pay Item or a Contingency Supplemental Agreement.

Working Day
Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.

END OF SECTION 01000

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and General and Supplemental Provisions of the Contract, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including, but not limited to the following:

1. Submittal Procedures
2. Contractor's Construction Schedule
3. Daily Construction Reports
4. Shop Drawings
5. Product Data
6. Samples
7. Quality Assurance Submittals
8. Licenses
9. Pictures, Video of Pre-Construction Conditions

B. Administrative Submittals: Refer to other Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

1. Permits
2. Applications for Payment
3. Performance and Payment Bonds
4. Insurance Certificates
5. List of Subcontractors
6. Licenses

1.3 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, inspections, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need

to review submittals concurrently for coordination. The County reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

3. Processing: To avoid the need to delay construction as a result of the time required to process submittals, allow sufficient time for submittal review, including time for re-submittals. Allow 2 weeks for initial review. Allow additional time if the County must delay processing to permit coordination with subsequent submittals.

    a. If an intermediate submittal is necessary, process the same as the initial submittal.
    b. Allow 2 weeks for reprocessing each submittal.
    c. No extension of Contract Time will be authorized because of failure to transmit submittals to the County sufficiently in advance of the Work to permit processing.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4 by 5 inches on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.

2. Include the following information on the label for processing and recording action taken.

    a. Project Name.
    b. Date.
    c. Name and Address of the Engineer.
    d. Name and Address of the Contractor.

C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Four copies of each submittal (three hard copy and one digital) shall be transmitted. Transmit each submittal from the Contractor to the County, (copy Engineer) using a transmittal form. The County will not accept submittals received from sources other than the Contractor. Submittals must be approved by Contractor prior to review by County. On the transmittal, record relevant information and requests for data. On the form or on a separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that the information complies with Contract Document requirements on each submittal.

1.4 CONSTRUCTION SCHEDULE/DOCUMENTATION

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 10 days of the issuance of the Notice to Proceed. The contractor shall submit an updated schedule at least once per month, showing any schedule changes. This may be requested up to three times per month by the County. Include dates of shop drawing submittals.

B. Cost Correlation: At the head of the schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of Work performed as of the dates used for preparation of payment requests.

C. Pre-Construction Site Conditions Photos/Video: Contractor shall submit a DVD of photos and video of the site conditions prior to the performance of any work.

D. Licenses: All required licenses to perform work shall be submitted prior to the commencement of construction.

1.5 DAILY CONSTRUCTION REPORTS

Prepare a daily construction report recording the following information concerning events at the site, and submit duplicate copies to the County at weekly intervals including, but not limited to:

1. Work performed.
2. Approximate count of personnel at the site.
3. Count and type of major equipment at the site.
4. High and low temperatures, general weather conditions, including daily rainfall amount from gauge installed on site jointly recorded by contractor and county representative.
5. Accidents and unusual events.
6. Meetings and significant decisions.
7. Stoppages, delays, shortages, and losses.
8. Emergency procedures.
9. Orders and requests of governing authorities.
10. Change Orders received, implemented.
11. Material Expenditures.

1.6 SHOP DRAWINGS

A. Submit shop drawings for structures unless FDOT approved structures are used.

B. Shop Drawings – Including, but not limited to the following information:

1. Dimensions.
2. Identification of products and materials included by sheet and detail number.
3. Compliance with specified standards.

1.7 PRODUCT DATA

Product Data - Include the following information:

1. Manufacturer's printed recommendations.
2. Compliance with trade association standards.
3. Compliance with recognized testing agency standards.
4. Application of testing agency labels and seals.

1.8 SAMPLES

Submit samples as specified in the technical specifications.

1.9 QUALITY CONTROL (QC) / QUALITY ASSURANCE (QA) SUBMITTALS

A. Submit the QC Plan to the County for approval within 21 calendar days after the Notice to Proceed. The County will review the QC Plan and respond to the Contractor within 21 calendar days of receipt.

If at any time the Contractor is not in compliance with the approved QC Plan, or a part thereof, affected portions of the plan will be disapproved. The contractor shall cease work in the affected operation(s) and submit a revision to the County. If the QC Plan, or a part thereof, must be revised, submit the revision to the County. The County will review the revision and respond within seven calendar days of receipt.

Continue to work on operations that are still in compliance with the approved sections of the QC Plan.

B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit to the County a certification from the manufacturer certifying compliance with specified requirements.

C. Inspection and Test Reports: Requirements for specific testing are included in the technical specifications.

1. Submit to the County: Two (2) copies (one hard copy and one digital) of the inspection and test reports from a qualified, independent, geotechnical engineering testing agency, under the direction of a Professional Engineer, licensed in the State of Florida.

2. All testing required by the specifications or the County shall be at the contractors expense.

3. No additional work within/upon the tested area shall proceed until submitted test results confirm compliance with specification requirements.

4. Areas where submitted test results indicate non-compliance shall be removed, replaced, and retested. Extents of area out of compliance shall be determined by testing at 25’ increments, in each direction within the construction area, until passing results are achieved.

5. Variations from testing requirements and frequency of testing may be authorized by the County and will be documented in writing.

1.10 ENGINEER'S ACTION

Except for submittals for the record or information, where action and return is required, the County will review each submittal, mark to indicate action taken, return to contractor within the timeframe allotted herein. Compliance with specified characteristics is the Contractor's responsibility.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

SECTION 02230 - CLEARING & GRUBBING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions shall apply to this Section.

B. Florida Department of Transportation*, Standard Specifications for Road and Bridge Construction, Section 110, Latest Edition.*

C. Emerald Coast Utility Authority (ECUA) *Engineering Manual*, *Latest Edition.*

1.2 SUMMARY

A. This Section includes, but is not limited to, the following:

1. Protection of existing trees indicated to remain.
2. Removal of trees and other vegetation.
3. Clearing and grubbing.
4. Removing above-grade improvements.
5. Removing below-grade improvements.

B. Extent of clearing & grubbing shall remain in County right-of-way, easements (temporary or permanent), or approved written work agreement areas, unless otherwise noted or instructed.

1.3 PROJECT CONDITIONS

Provide protection for all public land corners and monuments within the limits of construction. Any Monuments disturbed while performing the work will be replaced at the contractor’s expense.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SITE CLEARING

A. General: Remove trees, shrubs, grass, and other vegetation, improvements, or obstructions, as required, to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated. Removal includes digging out and off-site disposal of stumps and roots.

Carefully and cleanly cut minor roots and branches of trees indicated to

remain in a manner where such roots and branches obstruct installation of new construction.

B. Clearing and Grubbing: Clear site of trees, shrubs, and other vegetation, except for those indicated to remain.

1. Completely remove all stumps within the roadway. Remove roots and other debris to a depth of 12” below the ground surface or finished grade, whichever is lower.

2. Use only hand methods for grubbing inside drip line of trees Indicated to remain.

3. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated in accordance with Section 2300.

C. Removal of Improvements: Remove existing above grade and below grade improvements as indicated and as necessary to facilitate new construction, and other work as indicated.

3.2 DISPOSAL OF WASTE MATERIALS

A. Burning: Burning is not permitted on County property. Requests to burn will be considered on a case by case basis. If approved, Contractor is to acquire permits and provide copies to the County.

B. Removal from County Property: Remove waste materials and unsuitable or excess topsoil from County property, and dispose of off site in a legal manner.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. Lump Sum Payment: When direct payment is provided in the Contract for the quantity to be paid for as the lump sum quantity cleared and grubbed, no additional measurements will be made.

B. Payment By The Acre/Square Yard: For areas of Clearing and Grubbing that are designated to be paid for separately by the acre or square yard, the quantity to be paid for will be determined by measurement of the areas shown on the plans or authorized by the County to be cleared and grubbed, and acceptably completed.

4.2 BASIS OF PAYMENT

A. General: Price and payment will be full compensation for all Clearing and Grubbing required for the roadway right-of-way and for lateral ditches, channel changes, or other outfall areas, and any other Clearing and Grubbing indicated, or required for the construction of the entire project, except for any areas designated to be paid for separately or to be specifically included in the costs of other work under the contract. Price and payment, either lump sum or by the acre/square yard will be full compensation for all the work specified in this Section, including all necessary hauling, furnishing equipment, equipment operation, furnishing any areas required for disposal of debris, leveling of terrain and the landscaping work of trimming, etc., as specified herein.

B. Lump Sum Payment: Payment shall be made at the lump sum contract price for Clearing and Grubbing, lump sum.

C. Payment: Payment shall be made at the per unit contract price for Clearing and Grubbing, per acre or square yard.

END OF SECTION 02230

SECTION 02300 - EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Florida Department of Transportation*, Standard Specifications for Road and Bridge Construction, Latest Edition*.

1.2 SUMMARY

A. This Section includes preparing and grading for pavement, curb, subgrades, drainage features, and general site work.

B. Related Sections: The following Sections contain requirements that relate to this Section.

1. Section 2230 "Clearing & Grubbing" for clearing, grubbing, and tree protection.

2. Section 2600 “Stormwater System” for installation of stormwater systems.

1.3 DEFINITIONS

A. Excavation consists of the removal of material encountered to subgrade elevations and the reuse or disposal of materials removed.

B. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, base, drainage fill, or topsoil materials.

C. Borrow: Soil material obtained off-site when sufficient approved soil material is not available from on-site excavations.

D. Subbase Course: The layer placed between the subgrade and base course in a paving system.

E. Base Course: The layer placed immediately beneath the surface pavement in a paving system.

F. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by the County. Unauthorized excavation, as well as remedial work directed by the Engineer, shall be at the Contractor's expense.

G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.

H. Utilities include on-site above ground utilities, overhead utilities and underground utilities including: pipes, conduits, ducts, and cables, as well as related appurtenances and underground services within building lines.

I. Unsuitable Material: Any material such as muck, wood, rock, peat, garbage, non-compactable soils in dry condition, and any other material that is considered by the County Engineer to be unsuitable.

J. Topsoil: Topsoil is defined as the surface layer of soil found normally to a depth of at least 4 to 8 inches that typically contains organic materials. Satisfactory topsoil is reasonably free of roots, clay lumps, stones, other objects over 2 inches in diameter, and any other objectionable or deleterious material.

1.4 SUBMITTALS

A. General: Submit the following in accordance with Section 1300, "Submittals."

B. Product Data and Samples of the following:

1. 1-lb representative samples of each proposed fill and backfill soil material from borrow sources as selected by the County.

2. 12-by-12-inch sample of filter fabric.

3. Representative samples of the proposed base and sub-base materials.

C. Test Reports: In addition to test reports required under field quality control, submit the original directly to the County from the testing services, with a copy to the Contractor:

1. Laboratory analysis as specified in 1.1 (Related Documents) of each soil material proposed for fill and backfill from borrow sources.

2. One optimum moisture-maximum density curve for each soil material.

3. Report of actual unconfined compressive strength and/or results of bearing tests of each stratum tested.

1.5 QUALITY CONTROL / QUALITY ASSURANCE

A. Codes and Standards: Perform earthwork complying with all requirements of authorities having jurisdiction.

B. Testing and Inspection Service: A qualified independent geotechnical engineering testing agency, under the direction of a Professional Engineer, licensed in the State of Florida to classify, perform soil tests, and provide inspection services for quality control. All proposed borrow soils will require the testing agency to verify that soils comply with specified requirements and to perform required field and laboratory testing. Contractor shall replace materials removed for testing purposes. Should any work or materials fail to meet the requirements set forth in the plans and specifications, contractor shall reimburse for additional and re-testing.

1.6 PROJECT CONDITIONS

A. Site Information: Data in the subsurface investigation Report, if available, is used for the basis of the design and is available to the contractor for information only. Conditions are not intended as representations or warranties of accuracy or continuity between soil borings. The County will not be responsible for interpretations or conclusions drawn from this data by the Contractor.

B. Existing Utilities: After location of utilities by the appropriate utility company, it is the Contractor's responsibility to protect all such utility lines, including service lines and appurtenances, and to replace at his own expense any that may be damaged by the Contractor's equipment or forces during construction of the Project.

1. Provide a minimum of 48-hours notice to the County and receive written notice to proceed before interrupting any utility.

2. The contractor is responsible for contacting all utility companies to verify locations of all existing utilities, utility-related obstructions, or utility relocations that he may encounter during construction.

3. Adequate provision shall be made for the flow of existing sewers, drains, and water courses encountered during construction, and structures which may be disturbed shall be satisfactorily restored by the Contractor at his expense.

C. Should uncharted, or incorrectly charted, piping or other utilities be encountered during the course of the work, consult the County immediately for directions. Cooperate with the County and utility companies in keeping respective services and facilities in operation.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Soils used as fill shall be clean sands, similar to existing site soil, with less than 5% passing the number 200 sieve when existing subgrade conditions are considered wet as per the County. Soils as described above with less than 15% passing the number 200 sieve and meeting the requirements of Section 902-6 of the FDOT Specifications may be used when existing subgrade conditions are considered dry as per the County. The sand shall have a maximum dry density of at least 100 pounds per cubic foot, according to the Standard Proctor compaction test, AASHTO T-99, ASTM D698. Provide approved borrow soil materials from off-site when sufficient satisfactory soil materials are not available from on-site excavations

If the Contractor elects to import any materials, then he will do so only with the approval of the County and at his own expense, unless separate payments for such items are called for in these specifications. Provide laboratory certification that soils meet requirements of specifications.

B. Sub-Base Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, or sand. The material shall be stabilized in accordance with FDOT Standard Specification Section 160-5.4. ASTM D 2940, with at least 95 percent passing a 1-1/2-inch sieve, and not more than 8 percent passing a No. 200 sieve.

Barrier Island Sand.

(a) **Protection required.** The county recognizes that the white sands of Perdido Key and Pensacola Beach promote tourism and enhance the quality of life of the residents of the county, and that the permanent discoloration, darkening or staining of the sands would harm the public welfare. To maintain, preserve and protect the natural function and color of these fine to medium grained white sands, the importation, use, and relocation of red clay and other materials that tend to discolor, darken or stain the natural white sands of Perdido Key and Santa Rosa Island is prohibited. Additionally, transportation of prohibited materials when exposed to wind or water shall be prevented on the islands by containment and removal. Approved and prohibited material specifications are provided in Chapter 2 - Barrier island sand section of the Design Standards Manual (DSM).

(b) Applicability. There shall be no distinction made regarding the applicability of the provisions of this section between Perdido Key and Santa Rosa Island soil material. However, the county may, upon specific consideration, differentiate between the allowable soil material of the Gulf front beach, Gulf front (primary) dunes, sound side beach, interior (secondary) dunes and forested ecosystems.

(c) Permit Required. All projects involving the placement of sand or other construction or landscaping materials on Santa Rosa Island or Perdido Key shall require county approval of a representative sample of the materials according to the compliance review processes of Chapter 2 prior to transport on the barrier islands.

(d) Prohibited importation, transfer and use. The following prohibitions on the importation, transfer and use of some materials on barrier islands are based on approved and prohibited materials as prescribed in this section:

(1) No person may import or cause to be imported onto Santa Rosa Island or Perdido Key any construction or landscaping material which is not an approved material.

(2) No person may use, or transfer for use, any prohibited material in connection with any paving, road surfacing, filling, landscaping, construction work or any other improvement to real property on Perdido Key or Santa Rosa Island, whether leased or not.

(3) No person may transfer from parcel to parcel any construction material which is not an approved material where such material is to be used in connection with any paving, road surfacing, filling, landscaping, construction work or any other improvement to real property on Perdido Key or Santa Rosa Island, whether leased or not.

(e) Removal of prohibited materials.

(1) General. Any time reconstruction, redevelopment, improvement or use of a site on Santa Rosa Island or Perdido Key uncovers or exposes "prohibited materials" as defined in DSM Chapter 2 - Barrier Island Sand section those materials must be immediately removed from the site and relocated off the barrier island.

(2) Utilities. Any time a utility company, authority, or franchisee, which has acquired use of the county's rights-of-way, easements or other interest by permission, agreement or law to provide services to consumers, shall uncover or expose any prohibited material during the installation, maintenance, repair or removal of its system on Santa Rosa Island or Perdido Key, it shall remove from the barrier island the prohibited material disturbed by the work and replace it with approved materials. The prohibited materials shall be removed in such a manner as to avoid their release by wind, water, or other means onto adjacent lands or waters.

(3) BCC approved exemption. The BCC may exempt the application of these removal provisions for particular projects or parts of projects upon determination by a four-fifths vote of the board that an emergency exists and that an immediate exemption is required to protect the public health, safety or welfare.

(4) Removal time. The requirement for immediate removal of prohibited materials may be relaxed if the materials are confirmed to be contained in such a way as to preclude their transfer by wind, water or other means within the parcel or onto adjacent parcels or waters, and if the

delay is otherwise consistent with the purpose and intent of this section. However, prohibited materials may remain on the site where exposed or on the barrier island for no more than 48 hours. The county shall promulgate approved methods of containing and transporting prohibited materials required to be removed.

Chapter 2 (DSM)
Barrier Island Sand

(a) Approved material. Approved materials are those constructions and landscaping materials whose mineralogical composition is white fine to medium grained quartz sand. However, oyster shell, limestone or white dolomite may be used for road bed or foundation construction if reasonably the same color as approved sand after exposure to the sun and not containing clay or other discoloring, staining or darkening material. For the purposes of this section, white fine to medium grained quartz sand shall have the following characteristics:

(1) Color. A Munsell Color Chart value of 9.25 or whiter and a chroma of 0.5 or less on the 2.5, 5, 7.5 or 10YR scale when checked in an air dry condition.

(2) Grain size. A grain size of 75 percent of the sample by weight between 0.43 millimeters (mm) and 0.08 mm, with the remaining 25 percent being coarser than 0.43mm but not larger than 1.0 mm as described under the Unified Soil Classification System. This corresponds to the number 40-200 sieve sizes for gradation curve analysis.

(a) Prohibited material. Prohibited materials are any darkening, discoloring or staining materials having the ability to permanently (greater than six months) change the color or darken the natural white sands of Santa Rosa Island or Perdido Key, or any approved materials, whenever coming into contact with them. Prohibited materials include any with the following characteristics:

(1) Color. A color darker than the color required for approved materials.

(2) Grain size. A grain size with over ten percent by weight of the sample outside the range required for approved materials.

(3) Composition or character. Any material which, in whole or in part, is composed of or contains clay or any other substance that would darken, stain or discolor the natural barrier island sands or approved material

PART 3 - EXECUTION

3.1 DEWATERING

A. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on sub-grades in work areas, and from flooding project site and surrounding area.

B. Protect subgrades and foundation soils from softening and damage by

rain or water accumulation.

C. The Contractor shall prevent the accumulation of water in excavated areas, and shall remove, by pumping or other means, any water that accumulates in the excavation. The Contractor shall prevent the accumulation of water in both structural and trench excavations and shall remove, by well point system or by other means, water which accumulates. The Contractor shall provide, install and operate a suitable and satisfactory dewatering system, when needed to dry sub-grades or other work areas. The Contractor shall comply with the latest testing requirements as set forth by the applicable regulatory agency. At a minimum, the contractor shall test once prior to dewatering, once within the first week of dewatering, and once every thirty (30) days while dewatering.

D. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rainwater and water removed from excavations to collection or runoff areas. Do not use trench excavations as temporary drainage ditches. Discharged water shall be clean, not silt or sediment laden, prior to discharge to untreated system and/or waters of the State.

3.2 EXCAVATION

A. Explosives: Not permitted.

B. Strip topsoil and significant root systems to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material. Remove heavy growths of grass from areas before stripping. Where existing trees are indicated to remain, leave existing topsoil in place within drip lines to prevent damage to root systems.

3.3 STABILITY OF EXCAVATIONS

A. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.

B. All excavation work shall conform to all applicable OSHA Publications, Latest Editions. The Contractor's method of providing protective support to prevent cave-ins shall conform to OSHA requirements. Slope excavations, shoring, and trench box usage in the field must be based on tabulated data and designed by the Contractor. The contractor is solely responsible for job site safety and shall not be compensated for required safety equipment/devices.

C.

3.4 EXCAVATION FOR STRUCTURES

Excavate to indicated elevations and dimensions within a tolerance of plus or minus 0.10 foot. Extend excavations a sufficient distance from structures for placing and removing concrete formwork, maintaining a safe slope, installing services and other construction, and for inspections.

A. Footings and Foundations: Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

B. Pile Foundations: After piles have been installed, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.

C. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Appurtenances: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 0.10 foot.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades. Consider Dewatering and other sections as applicable.

3.6 EXCAVATION FOR STORMWATER SYSTEMS

Excavate and compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of Section 2600. Consider Dewatering and other sections as applicable.

3.7 STORAGE OF SOIL MATERIALS

Stockpile excavated materials acceptable for backfill, fill soil, and topsoil materials, including acceptable borrow materials. Stockpile soil materials without intermixing. Stockpiles shall be placed, graded, and shaped to drain surface water and prevent erosion. Cover to prevent wind-blown dust and/or erosion. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.8 BACKFILL

A. Backfill excavations promptly, but not before completing the following:

1. Acceptance of construction below finish grade including, where applicable, filter fabric installation and gravel bedding.

2. Surveying locations of underground utilities for record documents.

3. Testing, inspecting, and approval of underground utilities.

4. Removal of trash and debris from excavation.

5. Removal of temporary shoring, bracing, and sheeting unless specified to remain.

B. No backfill material shall be placed, spread or rolled during unfavorable weather conditions. When the work is interrupted by heavy rain, backfill operations shall not be resumed until the moisture content of the fill is as previously specified to achieve proper compaction.

3.9 FILL

A. Preparation: Remove vegetation, topsoil, debris, wet and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills. Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface. In order to insure proper bond and prevent slipping between the original ground and fill, the surface of the original ground shall be scarified to a depth of at least three inches. Each layer of fill material shall be compacted until the required density is achieved, and the density achieved should be verified in accordance with specifications using in-place density testing.

B. When subgrade or existing ground surface is to receive fill and has a density less than that required for fill, break up ground surface to depth required, pulverize, moisture condition or aerate soil and re-compact to required density.

C. Place fill material in layers to required elevations for each location listed below.

1. Under grass, subbase or base material, use satisfactory excavated or borrow soil material.

2. Under walks and pavements, curbs, steps, ramps, building slabs, footings and foundations use subbase and/or base material.

3.10 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.

B. Do not place backfill or fill material on surfaces that contain excessive moisture.

C. Remove and replace, or scarify and air-dry satisfactory soil material that is too wet to compact to specified density. Stockpile or spread and dry removed wet satisfactory soil material.

3.11 COMPACTION

A. Place backfill and fill materials in layers or lifts not more than 12 inches in loose depth for material compacted by heavy compaction equipment, and not more than 8 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill materials evenly on all sides of structures to required elevations. Place backfill and fill uniformly along the full length of each structure.

C. Percentage of Maximum Dry Density Requirements: Compact soil to not less than the following percentages of maximum dry density according to ASTM Modified Proctor):

1. Under structures, building slabs, steps, and pavements, compact each layer of backfill or fill material at a minimum of 98% Modified Proctor of the material's maximum dry density.

2. Under lawn or unpaved areas, compact each layer of backfill or fill material at 95% Modified Proctor maximum dry density.

3.12 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between existing adjacent grades and new grades.

2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 0.10 foot.

2. Walks: Plus or minus 0.10 foot.

3. Pavements: Plus or minus ½ inch.

3.13 STABILIZED SUBGRADE

A. For stabilized subgrade the type of materials, commercial or local, is at the Contractor's option and no separate payment for stabilizing materials will be made (other than as may be paid for as borrow).

B. When stabilizing is designated as Type B, compliance with the bearing value requirements will be determined by the Limerock Bearing Ratio Method. Minimum LBR shall be 40.

C. It is the Contractor's responsibility that the finished roadbed section meets the bearing value requirements, regardless of the quantity of stabilizing materials necessary to be added. Also, full payment will be made for any areas where the existing subgrade materials meet the design bearing value requirements without the addition of stabilizing additives, as well as areas where the Contractor may elect to place select high-bearing materials from other sources, within the limits of the stabilizing.

D. After the roadbed grading operations have been substantially completed, the Contractor shall make his own determination as to the quantity (if any) of stabilizing material, of the type selected by him, necessary for compliance with the bearing value requirements. The contractor shall notify the Engineer of the approximate quantity to be added, and the spreading and mixing-in of such quantity of materials shall meet the approval of the County as to uniformity and effectiveness.

3.14 FIELD QUALITY CONTROL

A. Testing Agency Services: Allow testing agency to inspect and test each subgrade and each fill or backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements.

1. Perform field in-place density tests according to ASTM D 1556 (sand cone method), ASTM D 2167 (rubber balloon method), ASTM D 293 (drive cylinder method), or ASTM D 2922 (nuclear method), as applicable.

a. Field in-place density tests may also be performed by the nuclear method according to ASTM D 2922, provided that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D 1556. With each density calibration check, check the calibration curves furnished with the speedy moisture meter according to ASTM D 3017.

b. When field in-place density tests are performed using

nuclear methods, make calibration checks of both density and speedy moisture meter at beginning of work, on each different type of material encountered, and at intervals as directed by the Engineer.

2. Paved Areas: Make at least one field density test of subgrade, base, and each compacted fill layer for every 300 linear feet of roadway or equivalent area, but in no case less than two tests. Tests shall be staggered to ensure representative sampling.

3. Unpaved Areas: Make at least one field density test of each compacted fill layer or subgrade for every 1000 square yards of area, but in no case less than two tests.

4. Other tests may be required at County's discretion.

B. If, in the opinion of the County, based on testing service reports and inspection or the Engineer's observations, subgrades, fills, or backfills are below specified density, scarify and moisten or aerate as needed, or remove and replace soil to the depth required, re-compact, and re-test until required density is obtained at no additional expense.

3.15 REPAIR & CORRECTIONS

A. Protecting Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions. Scarify or remove and replace material to depth directed by the Engineer; reshape and re-compact at optimum moisture content to the required density.

B. Settling: Where settling occurs, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

C. When traffic must cross open trenches, the contractor shall provide suitable bridge of graded aggregate base or temporary asphalt paving as directed by County at no additional expense. (See Section 4060 for additional requirements.)

D. Erosion Control: The Contractor shall be responsible for the prevention of erosion from the site and for maintaining filled and graded surfaces for the duration of the project. This includes, but is not limited to, the erection of a silt fence and hay bale barricade as per Florida Stormwater Erosion and Sedimentation Control Inspector's Manual and/or as shown in the

construction plans. The Contractor shall take whatever steps necessary to prevent erosion and sedimentation, and will be responsible for any damages which might occur to down-land properties as a result of run-off from the site during sitework construction at no additional cost. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

Surplus excavated material becomes the property of the Contractor unless otherwise noted. Waste materials, including unsatisfactory soils, trash and debris shall be removed and legally disposed of, off the Owner's property.

3.17 CLEAN-UP AND FINAL INSPECTION

Before final inspection and acceptance the Contractor shall clean ditches, shape shoulders and restore all disturbed areas, including street crossings, grass plots, re-grassing if necessary, to as good a condition as existed before work started.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. Excavation: When payment for excavation is on a volumetric basis, the quantity to be paid for will be the volume, in cubic yards, calculated by the method of average end areas according to the survey and plans. If actual quantities vary in field, contractor shall communicate with Engineer and/or County to request additional payment. The measurement will include the net volume of material between the original ground surface and the surface of completed earthwork according to the survey and plans. If actual quantities vary in field, contractor shall communicate with the County to request additional payment. Excavation for swales and channels will be included in the total quantity for Excavation. Subsoil Excavation will be measured to the lines and grades indicated on the plans or as approved by the County. Backfill material shall either include normal excavation material from within project limits or borrow material supplied by the Contractor.

B. Embankment: Quantities for Embankment will be calculated by the method of average end or square yard areas, and will include material placed above the original ground line, within the lines and grades indicated on the plans or as directed by the County.

C. Calcium Chloride for Dust Control: The quantity to be paid for will be the weight, in tons, of calcium chloride authorized and acceptably spread on the road, within the limits specified by the County. The quantity will be determined from scales, certified freight bills, or other sources, the

accuracy of which can be authenticated.

4.2 BASIS OF PAYMENT

A. General: Prices and payments for the various work items included in this section will be full compensation for all work described herein, including excavating, dewatering, dredging, hauling, placing, and compacting. Separate pay items will be provided for all devices required to maintain control of erosion according to plans and NPDES permit. Additional devices shall be no additional cost.

B. Excavation: Unit prices will be established for required cubic yard volumes of Regular Excavation, Subsoil Excavation, and Borrow Excavation as necessary. When subsoil excavation is required to a depth greater than plans and specifications require, and additional excavation is not due to unsuitable, a change order will be required to establish a new quantity utilizing the current unit price.

C. Embankment: Payment shall be made at the unit contract price for Embankment, cubic yard or square yard, in place, according to plans.

D. Calcium Chloride for Dust Control: Price and payment will be full compensation for all work and materials specified for this item, including specifically all required shaping and maintenance of the treated area and all water furnished and applied to the area.

E. Dewatering: The contractor shall include the cost of dewatering in the unit price bid for the stormwater pipe if there is not a specific line item used in the contract.

END OF SECTION 02300

SECTION 02340 - RIPRAP

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, *Section 530*, and *Design Standard Index 281*, *Latest Edition*.

1.2 DESCRIPTION OF WORK

This section shall cover the work of furnishing and constructing the Riprap which shall consist of a protective course of stone or other approved materials on embankment slopes, in channels, or other work as shown on the plans or directed, with or without a Filter Blanket, all in accordance with these Specifications and in conformity with the lines and grades noted in the plan details.

PART 2 - PRODUCTS

2.1 MATERIALS

Rubble\Stone Riprap shall comply with Florida Department of Transportation *Standard Specification 530-2.2*

A. Banks and shore protection shall comply with Florida Department of Transportation *Standard Specification 530-2.2.1*.

B. Ditch lining shall comply with Florida Department of Transportation *Standard Specification 530-2.2.2*.

C. Broken stone and broken concrete shall comply with Florida Department of Transportation *Standard Specification 530-2.2.3*.

D. Geotextile fabric shall comply with Florida Department of Transportation *Standard Specification 514* and Florida Department of Transportation *Design Standards, Index No. 199* according to its application.

E. Bedding stone shall comply with Florida Department of Transportation *Standard Specification 530-2.3*.

F. Sand/Cement Riprap: Materials and placement shall comply with Florida Department of Transportation *Standard Specification 530-2.1*.

PART 3 - EXECUTION

3.1 EXECUTION

A. Construction Requirements:

General: All slopes to be treated with riprap shall be trimmed to the lines and grades indicated by the plans or directed, such that the plan grades are the top of the placed riprap, unless otherwise noted. Loose material shall be compacted by methods approved by the Engineer or removed.

Slopes which require a filter blanket under the riprap shall, in addition to the above, be prepared as noted below.

1. Placement of any riprap on a filter blanket shall be by such means that will not damage or destroy the blanket. Any damage to the blanket shall be repaired without additional compensation.

2. Unless directed otherwise by the Engineer or shown by plan details, all outer edges and the top of riprap where the riprap terminates shall be formed so that the surface of the riprap will be embedded and even with the surface of the ground and/or slope.

3. All riprap construction shall begin at the bottom of the slope and progress upward.

4. Filter Blanket: Unless otherwise specified by the plans or ordered in writing, a fabric blanket will not be allowed for soils with 85% by weight passing the No. 200 sieve (U.S. Std.)

5. The bedding stone shall be constructed in accordance with Florida Department of Transportation Specification 530-3.3.

6. Foundation Preparation: Areas on which filter fabrics are to be placed shall be uniformly trimmed and dressed to conform to cross-sections shown by the plans.

B. Plastic Filter Fabric (Geotextile):

Plastic filter fabric shall be placed in the manner and at the locations shown in the plans or as directed by the Engineer. At the time of installation, fabric shall be rejected if it has defects, rips, holes, flaws, deterioration or damage incurred during manufacturer, transportation or storage. The fabric shall be placed with the long dimension parallel to the centerline of the channel or shoreline unless otherwise directed by the Engineer, and shall be laid smooth and free of tension, stress, folds, wrinkles or creases. The strips shall be placed to provide a minimum

width of 24 inches of overlap for each joint with the upstream strip of fabric overlapping the downstream strip. Overlap joints and seams shall be measured as a single layer of cloth. Securing pins with washers shall be inserted through both strips of overlapped cloth as recommended by the manufacturer, but no greater than the following intervals along a line through the midpoint of the overlap.

Pin Spacing	Slope
2 ft.	Steeper than 3:1
3 ft.	3:1 to 4:1
5 ft.	Flatter than 4:1

The fabric shall be turned down and buried two feet at all exterior limits except where a stone-filled key is provided below natural ground.

Additional pins regardless of location shall be installed as necessary to prevent any slippage of the filter fabric. Overlaps in the fabric shall be placed so that any upstream strip of fabric will overlap the downstream strip. Should the Engineer direct that the fabric be placed with the long dimension perpendicular to the centerline of the channel or shoreline, the lower strip of fabric shall underlap the next higher strip. Each securing pin shall be pushed through the fabric until the washer bears against the fabric and secures it firmly to the foundation. The fabric shall be protected at all times during construction from contamination by surface runoff and any fabric so contaminated shall be removed and replaced with uncontaminated fabric. Any damage to the fabric during its installation or during placement of riprap shall be replaced by the Contractor. The work shall be scheduled so that the manufacturer's recommendation for UV exposure is not exceeded or 5 days does not expire between placement of the fabric and the covering of the fabric with riprap, whichever is less.

3.2 STONE AND CONCRETE RUBBLE RIPRAP

General: Unless otherwise shown by plan details or directed, stone or concrete shall not be placed on slopes steeper than the natural angle of repose of the riprap material.

Placement of stone or concrete may, unless otherwise noted hereinafter, be placed by methods and equipment suitable for the purpose of placing the riprap in accordance with the requirements for the class riprap involved without damaging any existing facility or construction material.

The stone or concrete shall be placed in such a manner as to produce a reasonably well graded mass of rock with the minimum practical percentage of voids. Stone or concrete shall be laid with close broken joints and resting on the embankment slope. The top of the riprap shall be constructed to the lines, grades and thickness shown by the plans or as directed. Riprap shall be placed

to its full course thickness in one operation and in such a manner as to avoid displacing or damaging the filter blanket material. The larger stone or concrete shall be well distributed and the entire mass of stone or concrete, in their final position, shall conform to a reasonable uniform gradation. The finished riprap shall be free from objectionable pockets of small stone or concrete and clusters of larger stone or concrete. Open joints shall be filled with spalls, or small stone or concrete in such manner that all stone or concrete are tightly wedged or keyed. Placing riprap by dumping into chutes or by other methods likely to cause segregation of sizes will not be permitted. The desired distribution of the various sizes of stone or concrete throughout the mass shall be obtained by selective loading of the material at the source, by controlled dumping of successive loads during final placing, or by other methods of placement which will produce the specified results. The individual pieces of stone or concrete in each horizontal course shall be laid so that they will not break away from embankment. Rearranging of individual stone or concrete by mechanical equipment, or by hand, will be required to the extent necessary to obtain a reasonably well graded distribution of stone or concrete as specified above.

3.3 SAND/CEMENT RIPRAP

A. Placing: Immediately following mixing, the mixture shall be placed in the bags, tied (so that when laid in position, they will flatten out and give a thickness of not less than six inches) and placed flat on the area designed. Use only one type of bag per structure. Bags shall be layered and wedged against each other to form closed joints, with tied ends of sacks all laid in the same direction. Sacks ripped or torn in placing shall be removed and replaced with sound, unbroken sacks. When required to be placed under water, special care shall be taken to see that bags are closely jointed to give the same tight joints as required on dry slopes. After the riprap is placed, it shall be sprinkled with water as directed and kept damp for not less than three days. No sand/cement riprap shall be mixed in freezing weather.

B. Grouting: Immediately after watering, all openings between sacks shall be filled with dry grout composed of one part Portland cement and five parts sand.

C. Pinned/Staked Bags: Bags shall be pinned/staked when called for on drawings.

3.4 CLEAN UP

Before final inspection and acceptance, the Contractor shall remove all excess material from site and restore all disturbed areas to as good a condition as existed before work started.

3.5 MAINTENANCE

The Contractor shall maintain all riprap until the contract work is accepted, and shall replace, without additional compensation, any damaged or missing riprap.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. Sand-Cement: The quantity to be paid for will be the volume, in cubic yards, of sand actually used in the sand cement mixture and grout, satisfactorily placed and accepted. If sand is proportioned by volume, the sand will be measured loose in an approved measure prior to mixing with cement. If sand cement is proportioned by weight, approved scales will be used for this purpose and the volume will be calculated using a standard conversion factor for sand of 85lbs. /cubic feet. No adjustment of batch weights to allow for varying moisture content of the sand will be made.

B. Stone/Concrete Rubble and Bedding Stone: The quantities to be paid for will be, as per plans/bid schedule, and either by the weight in tons in surface dry natural state; by railroad scales, truck scales, or barge displacement, or by square yards (according to plan thickness.) The Contractor shall determine the weights as follows:

1. Railroad Weights: The Contractor shall weight railroad cars on railroad scales, before and after loading or before and after unloading. If weighed by other than the Engineer, a certified statement of weights will be required. Certificates of weight, furnished by the railroad company, will be accepted without further certification.

2. Truck Weights: The Contractor shall weigh trucks on certified scales, loaded and empty, as prescribed above for railroad weights. The Contractor shall weigh trucks in presence of the Engineer, or furnish certificates of weights.

3. Barge Displacement: The Engineer will measure each barge. The Contractor shall fit each barge with gauges graduated in tenths of a foot increment. The Contractor shall locate a gauge at each corner of the barge near the lower end of the rake. The Contractor shall furnish additional gauges amidships, if the Engineer deems necessary. The Engineer will review and check all computed weights. Weight certificates may be submitted.

4. In Place Measurement: The Contractor shall measure surface area (in square yards) of area riprap has been placed.

4.2 BASIS OF PAYMENT

A. Sand-Cement: Price and payment will be full compensation for all work specified in this Section, including all materials, labor, hauling, excavation, and backfill. The Contractor shall include the cost of dressing and shaping the existing fills (or subgrade) for placing riprap in the Contract unit price for Riprap (Sand-Cement.)

B. Stone/Rubble: Price and payment will be full compensation for all work specified in this Section, including all materials, hauling, excavation, and backfill. The Contractor shall include the cost of dressing and shaping the existing fill (or subgrade) for placing riprap in the Contract unit price for Riprap (Stone/Rubble). As an exception to the above, concrete that is shown to be removed from the project site and subsequently disposed of by being crushed and used in the embankment as riprap will not be paid for under this section. Include the cost of such work order under Removal of Existing Structures.

C. Bedding Stone: Price and payment will be full compensation for all work specified in this Section, including all materials and hauling. The Contractor shall include the cost of dressing and shaping the existing fills (or subgrade) for placing bedding stone in the Contract unit price for Riprap (Stone/Rubble).

END OF SECTION 02340

SECTION 02500 – SUPERPAVE ASPHALT CONCRETE

PART 1 - GENERAL

1.1 GENERAL

A. Construct a Type SP Asphalt pavement for local agencies using the type of mixture specified in the Contract, or when offered as alternates, as approved.

B. For this Section only, all references to the Department shall mean the County. All references to the Engineer shall mean the Engineer of Record, designated Engineer of Escambia County and/or CEI.

C. The County will accept the work based on one of the following methods as described in Part 5: 1) Certification, 2) Certification and process control testing by the Contractor, 3) acceptance testing by the County, or 4) other method(s) as determined by the Contract.

1.2 LAYER THICKNESSES

A. Use only fine graded Type SP asphalt mixes. Fine graded mixes are defined as having a gradation that passes above the restricted zone when plotted on an FHWA 0.45 Power Gradation Chart.

B. FINE MIXES: The allowable structural layer thicknesses for fine Type SP Asphalt Concrete mixtures are as follows:

Type SP 9.5	1-1 ½ inches
Type SP 12.5	1 ½ - 2 ½ inches
Type SP 19.0	2-3 inches

In addition to the minimum and maximum thickness requirements, the following restrictions are placed on fine mixes when used as a structural course:

Type SP 9.5 - Limited to the final (top) structural layer, one layer only

Type SP 12.5 - May not be used in the first layer of courses over 3 1/2 inches thick, nor in the first layer of courses over 2 3/4 inches thick on limited access facilities.

The thickness of the new pavement may be checked by core samples, as determined by the Engineer. The Contractor shall be required to correct any deficiency either by replacing the full thickness; or overlaying the area as directed by the Engineer. County inspection shall be performed and all base failures shall be corrected prior to asphalt installation.

Type SP 19.0 - May not be used in the final (top) structural layer.

C. ADDITIONAL REQUIREMENTS: The following requirements also apply to fine Type SP Asphalt Concrete mixtures:

1. A minimum 1 1/2 inch initial lift is required over an Asphalt Rubber Membrane Interlayer (ARMI).

2. When construction includes the paving of adjacent shoulders (5 feet wide or less), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless shown differently in the plans.

3. Use the minimum and maximum layer thicknesses as specified in 1.2 B above unless shown differently in the plans. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness may be increased 1/2 inch, unless shown differently in the plans.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

Meet the material requirements specified in FDOT Standard Specifications Division III. Specific references are as follows:

Superpave PG Asphalt Binder or Recycling Agent – Sections 916-1, 916-2
Coarse Aggregate, Stone, Slag or Crushed Gravel – Section 901
Fine Aggregate – Section 902

Aggregates utilized on Escambia County projects must be in accordance with FDOT Qualified Products List

2.2 GRADATION REQUIREMENTS

Combine the coarse and fine aggregate in proportions that will produce an asphalt mixture meeting all of the requirements defined in this Specification and conform to the gradation requirements at design as defined in Table 1 below. Aggregates from various sources may be combined.

Table 1
Aggregate Gradation Control Points
(Gradation Design Ranges)

	Type SP Asphalt Mixture (Percent Passing)					
	SP 9.5		SP 12.5		SP 19.0	
Sieve Size	Min.	Max.	Min.	Max.	Min.	Max
1 inch	-	-	-	-	100	-

3/4 inch	-	-	100	-	90	100
1/2 inch	100	-	90	100	-	90
3/8 inch	90	100	-	90	-	-
No. 4	-	90	-	-	-	-
No. 8	32	67	28	58	23	49
No. 200	2	10	2	10	2	8
For additional information, refer to AASHTO M-323-04, Table 3						

2.3 RESTRICTED ZONE

The gradation identified in 2.2 shall pass above the restricted zone specified in Table 2 below.

Table 2
Aggregate Gradation Restricted Zone
(Design Only)

Sieve Size within Restricted Zone	Boundaries of Restricted Zone Type SP Asphalt Mixture (Percent Passing)					
	SP 9.5		SP 12.5		SP 19.0	
	Min.	Max.	Min.	Max.	Min.	Max
No. 4	-	-	-	-	-	-
No. 8	47.2	47.2	39.1	39.1	34.6	34.6
No. 16	31.6	37.6	25.6	31.6	22.3	28.3
No. 30	23.5	27.5	19.1	23.1	16.7	20.7
For additional information, refer to AASHTO M-323-04, Table 4						

2.4 AGGREGATE CONSENSUS PROPERTIES

A. Meet the following consensus properties at design for the aggregate blend:

1. Coarse Aggregate Angularity: When tested in accordance with ASTM D 5821, meet the coarse aggregate angularity requirement defined in Table 3 below.

Table 3
Coarse Aggregate Angularity Criteria
(Minimum Percent Fractured Faces)

	Depth of Top of Pavement Layer From Surface			
	≤4 inches		>4 inches	
	1 or More Fractured Faces (%)	2 or More Fractured Faces (%)	1 or More Fractured Faces (%)	2 or More Fractured Faces (%)
	85	80	60	-
For additional information, refer to AASHTO M-323-04, Table 5				

2. Fine Aggregate Angularity: When tested in accordance with AASHTO T-304, meet the fine aggregate angularity requirement defined in Table 4 below.

Table 4 Fine Aggregate Angularity Criteria		
	Depth of Top of Pavement Layer From Surface	
	≤4 inches	>4 inches
	Minimum Uncompacted Void Content (%)	Minimum Uncompacted Void Content (%)
	45	40
For additional information, refer to AASHTO M-323-04, Table 5		

3. Flat and Elongated Particles: When tested in accordance with ASTM D 4791, use a ratio of maximum to minimum dimensions of 5:1 and do not exceed 10% as the maximum amount of flat and elongated particles.

2.5 USE OF RECLAIMED (MILLED) ASPHALT PAVEMENT

A. General Requirements: Reclaimed Asphalt Pavement (RAP) may be used as a component material of the asphalt mixture subject to the following:

1. The Contractor assumes responsibility for the design of asphalt mixes which incorporate RAP as a component material.

2. For design purposes, the Contractor assumes responsibility for establishing accurate specific gravity values for the RAP material. This may be accomplished by one of the following methods:

a. Calculation of the bulk specific gravity value based upon the effective specific gravity of the RAP, determined on the basis of the asphalt binder content and maximum specific gravity. The Engineer and/or Engineer of Record will approve the estimated asphalt binder absorption value used in the calculation.

b. Testing of the extracted aggregate obtained through a vacuum extraction or ignition oven extraction.

3. The amount of RAP material used in the mix is not to exceed 50% by weight of total aggregate.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycled mixture.

If oversized RAP material appears in the completed recycled mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not taken immediately, plant operations should be stopped.

5. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles that are soft or conglomerates of fines.

6. Provide RAP, having minimum average asphalt content of 4.0% by weight of total mix. The Engineer may sample the stockpile to verify that this requirement is met.

B. Binder for Mixes with RAP: Select the appropriate binder based on the table below. The Engineer and/or Engineer of Record reserves the right to change binder type and grade at design based on the characteristics of the RAP binder, and reserves the right to make changes during production. Maintain the viscosity of the recycled mixture within the range of 4,000 to 12,000 poises. Obtain a sample of the mixture for the Engineer within the first 1,000 tons and at a frequency of approximately one per 4,000 tons of mix.

Binder Grade for Mixes Containing RAP	
% RAP	Asphalt Binder Grade
<20	PG 67-22
20-29	PG 64-22
≥ 30	Recycling Agent
Note: When a PG 76-22 Asphalt Binder is called for in the Contract, limit the amount of RAP material used in the mix to a maximum of 15%.	

PART 3 - GENERAL COMPOSITION OF MIXTURE

3.1 GENERAL

Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the approved mix design. Aggregates from various sources may be combined.

3.2 MIX DESIGN

A. Design the Type SP asphalt mixture in accordance with AASHTO PP-28, except as noted herein, to meet the requirements of this Specification. Use only previously approved designs. Prior to the production of any Type SP asphalt mixture, submit the proposed mix design with supporting

test data indicating compliance with all Type SP asphalt mix design criteria.

The Engineer and/or Engineer of Record will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and the Engineer and/or Engineer of Record will no longer allow the use of the mix design.

1. Grading Requirements: Meet Gradation Design Ranges in PART 2.

2. Gyratory Compaction: Compact the design mixture in accordance with AASHTO TP-4. Use the number of gyrations as defined in the table below.

Type SP Design Gyratory Compactive Effort			
	$N_{initial}$	N_{design}	$N_{maximum}$
SP Mixes	7	75	115

3. Volumetric Criteria: Use an air void content of the mixture at design of 4.0% at the design number of gyrations (N_{design}). Meet the requirements of the table below.

Mixture Densification Criteria			
	% G_{mm}		
	$N_{initial}$	N_{design}	$N_{maximum}$
SP Mixes	$\geq$ 89.0	96.0	$\leq$ 98.0

4. VMA Criteria: Meet the requirements of the table below for Voids in the Mineral Aggregate (VMA) of the mixture at the design number of gyrations.

VMA Criteria	
Type Mix	Minimum VMA (%)
SP 9.5	15.0
SP 12.5	14.0
SP 19.0	13.0

5. VFA Criteria: Meet the requirements of the table below for voids filled with asphalt (VFA) of the mixture at the design number of gyrations.

VFA Criteria	
	Design VFA (%)
SP Mixes	65 - 75

6. Dust Proportion: Use an effective dust-to-binder ratio as defined in FDOT Section 334-3.2.5.

7. Moisture Susceptibility: Provide a mixture (4 inch specimens) having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (dry and unconditioned) of 100 psi.

8. Additional Information: In addition to the requirements listed above, provide the following information with each proposed mix design submitted for use:

   a. The design number of gyrations (N_{design}).

   b. The source and description of the materials to be used.

   c. The FDOT source number product code of the aggregate components furnished from an FDOT approved source.

   d. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation in handling and processing as necessary.

   e. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly -No. 200 [-75 µm]) should be accounted for and identified for the applicable sieves.

   f. The bulk specific gravity value for each individual aggregate (and RAP) component as identified in the FDOT aggregate control program.

   g. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.

   h. A target temperature at which the mixture is to be discharged from the plant and a target roadway temperature (per 30-6.3). Do not exceed a target temperature of 340°F for modified asphalts and 315°F for unmodified asphalts.

   i. Evidence that the completed mixture conforms to all specified physical requirements.

   j. The name, seal, and/or certification of the Mix Designer.

3.3 REVISION OF MIX DESIGN

During production, the Contractor may request a target value revision to a mix design, subject to: (1) the target change falls within the limits defined in the table below, (2) appropriate data exists demonstrating that the mix complies with production air voids specification criteria, and (3) the mixture gradation meets the basic gradation requirements defined in 2.2 and 2.3.

Limits for Potential Adjustments to Mix Design Target Values	
Characteristic	Limit from Original Mix Design
No. 8 sieve and Coarser	± 5.0%
No. 16 sieve	± 4.0%
No. 30 sieve	± 4.0%
No. 50 sieve	± 3.0%
No. 100 sieve	± 3.0%
No. 200 sieve	± 1.0%
Asphalt Binder Content (1)	± 0.3%
(1) Reductions to the asphalt binder content will not be permitted if the VMA during production is lower than 1.0% below the design criteria.	

Submit all requests for revisions to mix designs, along with supporting documentation, to the Engineer. In order to expedite the revision process, the request for revision or discussions on the possibility of a revision may be made verbally, but must be followed up by a written request. The initial mix design will remain in effect until a change is authorized by the Engineer and/or Engineer of Record. In no case may the effective date of the revision be established earlier than the date of the first communication between the Contractor and the Engineer regarding the revision.

A new design mix will be required for any substitution of an aggregate product with a different aggregate code, unless approved by the Engineer and/or Engineer of Record.

3.4 PAVING EQUIPMENT

A. Mechanical Spreading and Screeding Equipment:

1. General: Provide mechanical spreading and screeding equipment of an approved type that is self-propelled and can be steered. Equip it with a receiving and distribution hopper and a mechanical screed. Use a mechanical screed capable of adjustment to regulate the depth of material spread and to produce the desired cross-section.

2. Automatic Screed Control: For all asphalt courses, placed with mechanical spreading and finishing equipment, equip the paving

machine with automatic longitudinal screed controls of either the skid type, traveling stringline type, or non-contact averaging ski type. Ensure that the length of the skid, traveling stringline, or non-contact averaging ski is at least 25 feet. On the final layer of base, overbuild, structural, and friction courses, use the joint matcher in lieu of the skid, traveling stringline, or non-contact averaging ski on all passes after the initial pass. Furnish a paving machine equipped with electronic transverse screed controls when required by the Contract Documents.

3. Inflation of Tires: When using paving machines equipped with pneumatic tires, the Engineer may require that the tires be ballasted.

4. Screed Width: Provide paving machines on full width lanes that have a screed width greater than 8 feet. Does not use extendable screed strike-off devices that do not provide preliminary compaction of the mat in place of fixed screed extensions. The Contractor may use a strike-off device on irregular areas that would normally be done by hand and on shoulders 4 feet or less in width. When using the strike-off device on shoulders in lieu of an adjustable screed extension, the Contractor must demonstrate the ability to obtain an acceptable texture, density, and thickness. When using an extendable screed device to extend the screed's width on the full width lane or shoulder by 24 inches or greater, an auger extension, paddle, or kicker device is required unless the Contractor provides written documentation from the manufacturer that these are not necessary.

5. Motor Graders: Provide two motor graders for spreading widening courses with prior approval from the Engineer only. Use motor graders that are rated at not less than 6 tons and are self-propelled and power-controlled. Mount them on smooth tread or rib-type tires (no lug types allowed) with a wheel base of at least 15 feet. Equip the front motor grader with a spreader box capable of spreading the mix at the required rate.

6. Rollers:

   a. Steel-Wheeled Rollers: Provide compaction equipment capable of meeting the density requirements described in these Specifications. Provide a tandem steel-wheeled roller weighing a minimum of 8 tons for seal rolling, and for the final rolling, use a separate roller with a minimum weight of 8 tons. Variations from these requirements shall be approved by the Engineer.

b. Traffic Rollers: Provide compaction equipment capable of meeting the density requirements described in these specifications. Provide a self-propelled, pneumatic-tired traffic roller equipped with at least seven smooth-tread, low pressure tires, equipped with pads or scrapers on each tire. Maintain the tire pressure between 50 and 55 psi or as specified by the manufacturer. Use rollers with a minimum weight of 6 tons. Do not use wobble-wheeled rollers. Variations from these requirements shall be approved by the Engineer.

c. Prevention of Adhesion: Do not allow the mixture to adhere to the wheels of any rollers. Do not use fuel oil or other petroleum distillates to prevent adhesion. Do not use any method which results in water being sprinkled directly onto the mixture.

7. Trucks: Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so that it can be tied down.

8. Coring Equipment: Furnish a suitable saw or drill for obtaining the required density cores.

9. Hand Tools: Provide the necessary hand tools such as rakes, shovels, etc., and a suitable means for keeping them clean.

PART 4 - CONTRACTOR'S PROCESS CONTROL

4.1 GENERAL

A. Personnel: Provide qualified personnel (certified technician) for sampling, testing (by certified lab), and/or sign-off by P.E., and inspection of materials and construction activities. Ensure that qualifications are maintained during the course of sampling, testing and inspection.

Construction operations that require a qualified technician must not begin until the Department verifies that the technician is on the CTQP (Construction Training Qualification Program) list of qualified technicians. The CTQP lists are subject to satisfactory results from periodic Independent Assurance evaluations.

B. Calibration of the Gyratory Compactor: Calibrate the Gyratory Compactor in accordance with the manufacturer's recommendations prior to

producing the mixture for any project. Check the height calibration, the speed of rotation; ram pressure and angle of gyration.

C. Plant Testing Requirements: During the initial production of a mix design, test mix to ensure proper performance and provide results to the department.

D. Roadway Testing Requirements: Areas that demonstrate concerns of the mix design quality or poor/improper compaction efforts may be subject to additional coring and testing as seen fit by the Engineer.

E. Extraction Gradation Analysis: Sample the asphalt mixture at the plant and perform extraction test prior to asphalt being delivered to project. The percent asphalt binder content of the mixture will be determined in accordance with FM 5-563 (ignition oven). The gradation of the extracted mixture will be determined in accordance with FM 1-T 030. All test results will be shown to the nearest 0.01. All calculations will be carried to the nearest 0.001 and rounded to the nearest 0.01. All results shall be provided to the department prior to placement of asphalt on any project.

Run an extraction gradation analysis on the mixture at a minimum frequency of once per 1,000 tons or a maximum of four consecutive days of paving, which ever comes first.

The target gradation and asphalt content will be as shown on the mix design. Any changes in target will require a change in the mix design.

If the percentage of asphalt binder deviates from the optimum asphalt binder content by more than 0.55%, or the percentage passing any sieve falls outside the limits in the table below, immediately resample the mix and test to validate the previous test result, and if needed, make the necessary correction. If the results for two consecutive tests deviate from the optimum asphalt binder content by more than 0.55%, or exceed the limits in the table for any sieve, notify the Engineer and take immediate steps to identify and correct the problem, then resample the mix. If the results from this test deviate from the optimum asphalt binder content by more than 0.55%, or exceed the limits in the table for any sieve, stop plant operations until the problem has been corrected.

Tolerances for Quality Control Tests (Extraction Gradation Analysis)	
Size	Percent Passing
1 inch	7.0
3/4 inch	7.0
1/2 inch	7.0
3/8 inch	7.0
No. 4	7.0
No. 8	5.5
No. 16	5.0
No. 30	4.5
No. 50	4.5
No. 100	3.0
No. 200	2.0

F. Volumetric Control: During production of the mix, monitor the volumetric properties of the Type SP asphalt mix with a Type SP Gyratory Compactor to determine the air voids, VMA, VFA, and dust-to-effective asphalt binder ratio (dust proportion) at N_{design}.

Take appropriate corrective actions in order to maintain an air void content at N_{design} between 3.0 and 5.0% during production. When the air void content at N_{design} drops below 2.5 or exceeds 5.5%, stop plant operations until the appropriate corrective actions are made and the problem is resolved to the satisfaction of the Engineer and/or Engineer of Record. Evaluate any failing material in accordance with Part 6.

Determine the volumetric properties of the mixture at a minimum frequency of once per production day when the daily production is less than 1,000 tons. If the daily production exceeds 1,000 tons, monitor the volumetric properties two times per production day.

During normal production, volumetric properties of the mixture will not be required on days when mix production is less than 100 tons. However, when mix production is less than 100 tons per day on successive days, run the test when the accumulative tonnage on such days exceeds 100 tons.

Testing required for volumetric property determination includes AASHTO TP-4, FM 1-T 209, FM 5-563 and FM 1-T 030. Prior to testing samples in accordance with AASHTO TP-4 and FM 1-T 209, condition the test-sized sample for one hour at the compaction temperature in a covered container.

G. Plant Calibration: At or before the start of mix production, perform an extraction gradation analysis of the mix to verify calibration of the plant.

The sample tested at the start of any project may be utilized for this requirement.

H. Process Control of In-Place Compaction: Develop and implement a method to control the compaction of the pavement and ensure its compliance with the minimum specified density requirements. The department may require the use of a nuclear gauge to test areas suspected of not having proper compaction. Other density measuring devices may be used in lieu of the nuclear density gauge, provided that it is demonstrated to the satisfaction of the Engineer and/or Engineer of Record that the device can accurately measure the relative level of density in the pavement on a consistent basis.

PART 5 - ACCEPTANCE OF THE MIXTURE

5.1 GENERAL

The asphalt mixture will be accepted based on one of the following methods as determined by the Engineer and/or Contract Documents:

1. Certification by the Contractor
2. Certification and Process Control Testing by the Contractor
3. Acceptance testing by the Engineer
4. Other method(s) as determined by the Contract

5.2 CERTIFICATION BY THE CONTRACTOR

Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer that all material produced and placed on the project was in substantial compliance with these specifications.

5.3 CERTIFICATION AND PROCESS CONTROL TESTING BY THE CONTRACTOR

Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer that all material produced and placed on the project was in substantial compliance with these specifications, along with supporting test data documenting all process control testing. Utilize an Independent Laboratory as approved by the Engineer for the Process Control testing.

5.4 ACCEPTANCE TESTING BY THE ENGINEER

A. Acceptance at the Plant:

1. The asphalt mixture will be accepted, with respect to gradation and asphalt binder content, based on the results from the start up test. However, any load or loads of mixture which, in the opinion of the Engineer and/or Engineer of Record, are unacceptable for reasons of excessive segregation, aggregates improperly coated, or of excessively high or low temperature will be rejected for use in the work.

2. Acceptance Procedures: Control all operations in the handling, preparation, and production of the asphalt mix so that the percent asphalt binder content and the percents passing the No. 8 and No. 200 sieves will meet the targets from the mix design within the tolerances shown in the table below.

Tolerances for Acceptance Tests	
Characteristic	Tolerance*
Asphalt Binder Content	±0.55%
Passing No. 8 Sieve	±5.50%
Passing No. 200 Sieve	±2.00%
*Tolerances for sample size of n=1.	

Calculations for the acceptance test results for asphalt binder content and gradation (percentages passing the No. 8 and No. 200 sieves) will be shown to the nearest 0.01. Calculations for arithmetic averages will be carried to the 0.001 and rounded to the nearest 0.01.

Payment will be based on the acceptance of the project by the Engineer.

B. Acceptance of the Roadway:

1. Density Control: The in-place density of any questionable section of a course of asphalt mix will be evaluated by the use of a nuclear gauge and/or by the testing of 6 inch diameter roadway cores.

The Engineer will not perform density testing on leveling courses, open-graded friction courses, or any course which does not show signs of poor /improper compaction efforts. In addition, density testing will not be performed on the following areas when they are less than 1,000 feet in length: crossovers, intersections, turning lanes, acceleration lanes or deceleration lanes. Compact these courses (with the exception of open-graded friction courses) in accordance with the appropriate rolling procedure as specified in these specifications or as approved by the Engineer.

2. Acceptance**:** The completed pavement will be accepted with respect to overall ride, overall appearance, and overall yield as determined by the Engineer or Engineer of Record.

   Areas of question may be tested with a nuclear gauge or by the testing of the density of the cores, as determined by the engineer.

3. Additional Density Requirement: On shoulders with a width of 5 feet or less, Compact the pavement in accordance with the rolling procedure (equipment and pattern) as specified herein or as approved by the Engineer. Stop the production of the mix if the rolling procedure deviates from the approved procedure.

4. Surface Tolerance: The asphalt mixture will be accepted on the roadway with respect to surface tolerance by the use of a 15 ft rolling straight edge. The department will determine if the use of a straight edge test is warranted. Unevenness of the course shall not vary more than plus or minus 3/16 inch in 15 feet.

5.5 ADDITIONAL TESTS

The Department reserves the right to run any test at any time for informational purposes and for determining the effectiveness of the Contractor's quality control.

PART 6 - DISPOSITION OF FAILING MATERIAL

Any material that is represented by failing test results will be evaluated to determine if removal and replacement is necessary. Remove and replace any material, if required, at no cost to the Department. The evaluation will be conducted by the Engineer and/or Engineer of Record. If so directed, obtain an engineering analysis, as directed by the Engineer, by the independent laboratory (as approved by the Engineer) to determine if the material can (a) remain in place, for this case the appropriate pay factor will be applied, or (b) be removed and replaced at no cost to the Department. The analysis will be a signed and sealed report by a Professional Engineer licensed in the State of Florida.

PART 7 – MEASUREMENT/PAYMENT

7.1 METHOD OF MEASUREMENT

For the work specified under this Section the quantity to be paid for will be the in-place measurement of the area in square yards unless otherwise stated in the project plan details.

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

7.2 BASIS OF PAYMENT

Price and payment will be full compensation for all the work specified under this section.

END OF SECTION 02500

SECTION 02600 - STORMWATER SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, specifically 2300, 3300, and *Design Standard Indexes*, apply to this Section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Sections 425, 430 and 530*, *Latest Edition*.

1.2 SUMMARY

This Section includes stormwater system piping and appurtenances. All labor, material, equipment, appurtenances, services, and other work or costs necessary to construct the facilities and place them into operation shall be furnished by the Contractor.

1.3 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract.

B. Shop drawings for drainage pipe, pre-cast concrete storm drainage manholes and catch basins, including frames, covers, and grates.

C. Shop drawings for cast-in-place concrete or field-erected masonry storm drainage manholes and catch basins, including frames and covers.

1.4 QUALITY ASSURANCE

A. Environmental Compliance: Comply with applicable portions of local, state, and federal environmental agency regulations pertaining to stormwater systems impacts.

B. Utility Compliance: Comply with local utility regulations and standards pertaining to relocation, clearances, etc related to installation of stormwater systems.

C. Quality control to adhere to QA/QL Plan.

1.5 PROJECT CONDITIONS

Site Information: Perform site inspection, research public utility records, and verify existing utility locations. Verify that stormwater system piping may be installed in compliance with design plans and referenced standards. Locate existing stormwater system piping and structures that are out of service and

closed as per 3.8 this section.

1.6 SEQUENCING AND SCHEDULING

A. Notify the County Inspector assigned to the subdivision or project coordinator assigned to project prior to pouring backfilling or form work.

B. Coordinate connection to existing private and public drainage system with Owner and/or County.

C. Coordinate with adjacent utilities work.

PART 2 - PRODUCTS

2.1 MATERIALS

2.1.1 PIPE

Meet the following requirements of *FDOT Specifications*, *Latest Edition*:

Reinforced Concrete Pipe	Section 449
Round Rubber Gaskets	Section 942
Corrugated Steel Pipe & Pipe Arch	Section 943
Corrugated Aluminum Pipe & Pipe Arch	Section 945
Corrugated Polyethylene Pipe	Section 948
Polyvinyl Chloride (PVC)	Section 948

2.1.2 MANHOLES

A. Precast Concrete Manholes: Per FDOT Standard Specification 425-5 and ASTM C 478, precast reinforced concrete, of depth indicated with provision for rubber gasket joints.

B. Cast-in-Place Manholes: Per FDOT Standard Specification 425 Cast reinforced concrete of dimensions and with appurtenances indicated.

C. Manhole Frames and Covers: Construct Per FDOT Standard Specification 425-3.2 and Standard Indexes. All units shall bear the lettering "STORM SEWER" cast into cover. All proposed substitutes must have equal or greater opening sizes and weights.

2.1.3 INLETS

A. Precast Concrete Catch Basins Inlets: Construct per FDOT Standard Specification 425-5.

B. Cast-in-Place Inlets: Construct per FDOT Standard Specification 425 to dimensions and with appurtenances indicated.

1. Bottom, Walls, and Top: Reinforced concrete.
2. Channel and Bench: Concrete.

C. Inlet Frames and Grates: Per FDOT Standard Specification 425-3.2 & Standard Indexes. All units shall bear the lettering "STORM SEWER" cast into cover.

2.1.4 END TREATMENT

General: Head wall, apron, and mitered ends, per FDOT Standard Specification 430-4.6.

2.2 CONCRETE AND REINFORCEMENT

A. Concrete: Portland cement mix, 3,000 psi; shall be in accordance with Section 03300.

1. Cement: ASTM C 150, Type II.
2. Fine Aggregate: ASTM C 33, sand.
3. Coarse Aggregate: ASTM C 33, crushed gravel.
4. Water: Potable.

B. Reinforcement: Steel conforming to the following:

1. Fabric: ASTM A 185, welded wire fabric, plain.
2. Reinforcement Bars: ASTM A 615, Grade 60, deformed.

C. Forms:

1. Form Materials: Plywood, metal, metal-framed plywood, or other acceptable panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces without distortion or defects. Material shall be of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal.

2. Form Release Agent: Provide commercial formulation form-release agent with a maximum of 350 mg/l volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces. Release agent to be within allowable volatile limits according to applicable local, state and federal codes.

2.3 MASONRY

Materials for accessories shall be per FDOT Standard Specification 949. Mortar shall be one part Portland cement and three parts masonry sand to which shall

be added lime putty in the amount of 50% of the volume of cement. Special commercial mortar mixes may be used if approved by the Engineer. All masonry materials shall conform to the latest applicable ASTM specifications. Set all masonry units in full beds of mortar, with full joints and strike all joints flush. Masonry reinforcements shall be galvanized Dur-O-Wal, or approved equal, and shall be installed at every other bed joint. Hollow block shall be poured solid with re-bar as designed.

2.4 CURING MATERIALS

Conform to FDOT Standard Specification 520-8.

2.5 BEDDING STONE

Subbase or base materials meeting requirements of FDOT Standard Specification 530-2.3.

PART 3 - EXECUTION

3.1 EXCAVATIONS FOR MANHOLES, INLETS, AND PIPE

Excavation shall be sufficient enough to leave at least 12 inches in the clear between their outer surfaces and the embankment. Excavation for all structures shall be made to the dimensions and elevations indicated on the drawings. Where the excavation is made below the indicated elevations, the excavation shall be restored to the proper elevation with compacted suitable material without extra compensation.

3.2 PREPARATION OF FOUNDATION FOR BURIED STORMWATER SYSTEMS

A. Grade trench bottom to provide a smooth, firm, stable, and rock-free foundation, throughout the length of the pipe.

B. Remove unstable, soft, and unsuitable materials at the surface upon which pipes are to be laid, and backfill with bedding stone per FDOT Standard Specification 530-2.3 to indicated level.

C. Shape bottom of trench to fit bottom of pipe. Fill unevenness with tamped sand backfill. Dig bell holes at each pipe joint to relieve the bells of all loads and to ensure continuous bearing of the pipe barrel on the foundation.

3.3 PIPE INSTALLATION

A. Drawings (plans and details) indicate the general location and arrangement of the underground stormwater system piping. Location and arrangement of piping layout takes into account many design considerations. Install the piping as indicated, to the extent practical.

Deviations shall be approved by the County.

B. Install piping beginning at low point of systems, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. When installing gaskets, seals, sleeves, and couplings, follow manufacturer's recommendations for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line and pull past each joint as it is completed.

The pipe shall be carefully examined for defects and the inside cleaned. After placing pipe in the ditch, the ends shall be wiped free from all dirt, sand and foreign material. All pipe and joints shall be made, handled, and installed in strict accordance with the manufacturer's recommendations and instructions. Install pipe in accordance with FDOT Standard Specification 430.

C. Install piping pitched down in direction of flow, at minimum slope per plans and in accordance with manufacturer's recommendations, specifications, and design plans.

D. Boring: Install pipe under streets or other obstructions that cannot be disturbed, by boring, jacking, or a combination of both. These methods of installation are not allowed for newly paved roadways. Utility conduit should be installed prior to paving.

E. All RCP joints shall be sock/filter wrapped prior to backfilling unless a manufacturer recommended coupling is used.

F. Field repairs of pipeline shall be in strict accordance with manufacturer's recommendations and specifications.

G. Only conventional concrete pipe shall be allowed under dedicated County roads.

H. Pipe Cover: Cover shall be a minimum of 12", unless approved by the County.

I. Pipe Size: Minimum Pipe size shall be 18" diameter or equivalent, unless approved by the County.

3.4 MANHOLES

A. General: Install manholes complete with accessories as indicated. Form continuous concrete or split pipe section channel and benches between inlets and outlet. Set tops of frames and covers flush with finish surface where manholes occur in pavements. Elsewhere, set tops 3 inches above finished grade, unless otherwise indicated.

B. Place precast concrete manhole sections as indicated, and install in accordance with ASTM C 891.

C. Construct cast-in-place manholes as indicated.

D. Provide rubber joint gasket complying with ASTM C 443 at joints of sections; or apply bituminous mastic coating at joints of sections.

3.5 INLETS

A. Construct inlets to sizes and shapes indicated per FDOT Standard Specification 425-6, or as modified in the plans.

B. Set frames and grates to elevations indicated.

3.6 OUTFALL STRUCTURES

A. Pipe systems shall be utilized for primary outfall of retention/detention areas.

B. Weirs and flumes will not be acceptable for use as primary pond outfall structures or to primarily route stormwater to retention/detention areas at the end of down-gradient roadways.

3.7 END TREATMENT

Construct End Treatment per FDOT Standard Specification 430-4.6.

3.8 STORMWATER SYSTEM BACKFILL

Place and compact backfill material in accordance with Section 02300 and FDOT specification 125-8.

3.9 CLOSING OUT-OF-SERVICE STORMWATER SYSTEMS

A. Out-of-Service Piping: Close open ends of out of service underground piping that is indicated to remain in place. Provide sufficiently strong closures to withstand hydrostatic or earth pressure that may result after pipe ends have been closed and grout filled with non-shrink grout.

1. Close open ends of concrete pipe or structures with not less than 8-inch-thick brick masonry bulkheads and grout fill.

2. Close open ends of other piping with plastic plugs, or other acceptable methods suitable for size and type of material being closed. Wood plugs are not acceptable.

B. Out-of-Service Structures: Remove structure and close open ends of the

remaining piping or remove top of structure down to not less than 3 feet below final grade; fill structure with stone, rubble, gravel, compacted dirt, or flowable fill to within 1 foot of top of structure remaining, and fill with concrete.

3.10 FIELD QUALITY CONTROL

A. Refer to Section 03300 for Concrete Testing and 02300 for Earthwork Testing.

B. Cleaning: Interior of piping and structures shall be cleared of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed.

1. In large, accessible piping, brushes and brooms may be used for cleaning.

2. Place plugs in ends of uncompleted pipe at end of day or whenever work stops.

3. Flush piping between manholes, to remove collected debris.

C. Interior Inspection: Inspect piping to determine whether line displacement or other damage has occurred.

1. Make inspections after pipe between manholes has been installed, cleaned and approximately 2 feet of backfill is in place, and again at completion of project. Each section of pipe between structures is to show from either end on examination, a full circle of light. Each appurtenance to the system shall be of the specified size and form, to be neatly and substantially constructed, with the top set permanently to exact position and grade.

2. If inspection indicates poor alignment, debris, displaced pipe, infiltration, or other defects, correct such defects and re-inspect. All repairs shown necessary by the inspections are to be made, broken, cracked, or punctured pipe replaced, all deposits removed and the pipe left true to line and grade as herein specified, or shown on the plans, entirely clean and free from abnormalities and ready for use at no additional expense to the County.

3. All storm pipes will be subject to video camera inspection by County staff.

D. Trench Backfill Around and Above Pipe:

1. In each compacted backfill layer, perform density test as specified in Section 02300.

2. Other tests may be required at County's discretion.

E. Clean Up: Before final inspection and acceptance, the Contractor shall clean ditches, shape shoulders and restore all disturbed areas, including street crossings, grass plots, to as good as condition as existed before work started. All trenches shall be leveled and loose material removed from pavement gutters, sidewalks, pipelines, and inlet sediment traps, employing hand labor, if necessary.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be (1) the number of inlets, manholes, end walls, mitered end sections, flared end sections, junction boxes, and yard drains, including fittings and appurtenances, completed and accepted; (2) length of pipe to the nearest foot of type specified; and (3) the number of structures of these types (including also valve boxes and monument boxes) satisfactorily adjusted.

4.2 BASIS OF PAYMENT

Price and payment will be full compensation for finishing all materials and completing all work described herein or shown in the plans, including all clearing and grubbing outside the limits of clearing and grubbing as shown in the plans, all excavation except the volume included in the measurement designated to be paid for under the items for the grading work on the project, all backfilling around the structures, the disposal of surplus material, and the furnishing and placing of all the gratings, frames, covers, and any other necessary fittings.

END OF SECTION 02600

SECTION 02900 - GRASSING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specifications Sections apply to this Section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction,* Section 570 and Section 981, *Latest Edition*

1.2 SUMMARY

Extent of grassing work is as specified or shown on the construction plans. Sodded areas disturbed during construction shall be re-sodded to match existing. Areas disturbed beyond specified construction area shall be sodded, at no additional expense, either to match existing or as per County direction.

1.3 SUBMITTALS

See paragraph 1.9 A *Quality Control/Quality Assurance Submittals*, Section 1300.

1.4 DELIVERY AND STORAGE

A. General: Seed, fertilizer, sod and other grassing materials shall be stored under cover and protected from damaged which would make them unacceptable for use.

B. Seed: All seed shall be labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act in effect on the date of invitation for bids. All seed shall be furnished in sealed standard containers, unless exception is granted in writing. Seed, which has become wet, moldy, or otherwise damaged in transit or in storage, shall not be used.

C. Fertilizer: Fertilizer shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer, which becomes caked or otherwise damaged, making it unsuitable for use, shall not be used.

D. Sod: Do not use sod which has been cut (stripped) for more than 48 hours. Stack all sod that is not planted 24 hours after cutting and maintain proper moist condition.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Lime: Lime shall be ground limestone (Dolomite) containing not less than 85 percent of total carbonates, and shall be ground to such a fineness that 50-percent will pass a 100 -mesh sieve and 90 -percent will pass a 20 -mesh sieve.

B. Fertilizer: Apply fertilizer at the following rates:
10-10-10 1000 lbs/acre=0.2 lbs/sq yd
13-13-13 770 lbs/acre=0.16 lbs/sq yd

C. Seed: Apply seed at the rate as specified:

GRASS SEEDING RATES (Lbs/Ac)

TYPE OF SEED	ZONE I				ZONE II			
	COASTAL*		INLAND		COASTAL*		INLAND	
	Mar.-Nov.	Nov.-Mar.	Mar.-Nov.	Nov.-Mar.	Mar.-Nov.	Nov.-Mar	Mar.-Nov.	Nov.-Mar.
PERMANENT GRASSES								
Unhulled Bermuda**		90		20		90		20
Hulled Bermuda**	60		15		60		15	
Bahia (Argentine or Pensacola)			180	180			180	180
QUICK GROWING GRASS								
Annual Rye Grass		90		90		90		90
TOTAL POUNDS PER ACRE	60	180	195	290	60	180	195	290

* Locations where salt sensitive plants may be adversely affected by high concentrations of salt in soils, water, or air. This may include seaside locations, low-lying areas subjected to periodic saltwater inundation from storms or high tides, or where salt intrusion into groundwater supply has occurred.

** Bermuda shall not be used in areas adjacent to existing or proposed landscaping.

NOTE: All seeding shall be performed meeting the requirements of Section 570 of the Standard Specifications

Activities such as clearing, grading, and excavating that will disturb one or more acres of land require coverage under the Generic Permit for Stormwater Discharge from Large and Small Construction Activities from the Florida Department of Environmental Protection, and implementation

of appropriate pollution prevention measures to minimize erosion and sedimentation. Please refer to the National Pollutant Discharge Elimination System (NPDES) Permit.

E. Mulch: The mulch material shall be dry straw or hay, consisting of oat, rye, or wheat straw, or of pangola, peanut, coastal Bermuda or Bahia grass, hay or compost; and shall be free from noxious weeds and plants. Any plant officially listed, as being noxious or undesirable by any Federal Agency, any agency of the State of Florida or any local jurisdiction in which the project is being constructed shall not be used. Furnish to the engineer, prior to incorporation onto the project, a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the Mulch materials are free of noxious weeds. Any such noxious plant or plant part found to be delivered shall be removed by the Contractor at his expense. Only undeteriorated mulch, which can readily be cut into the soil, shall be used. The "air-dry" weight (as defined by the Technical Association of the Pulp and Paper Industry, for wood cellulose) shall be marked on each package by the producer. Apply mulch at a rate of 2 ton/acre or 1 lb/sq yd.

E. Sod: All sod shall be healthy Centipede Sod unless otherwise required. Sod shall be strongly rooted, free of weeds and undesirable grasses and capable of providing vigorous growth and development when planted. Sod shall match existing species where restoration is required as a result of the Contractor's work.

PART 3 - EXECUTION

3.1 REQUIREMENTS

All areas disturbed by the Contractor's operations, shall be grassed, unless otherwise noted.

3.2 PLANTING SEED

A. Grading: Areas to be grassed shall be graded to remove depressions, undulations, and irregularities in the surface before grassing. Adhere to grades as shown on plans.

B. Tillage: The area to be grassed shall be thoroughly tilled to a depth of four inches using a plow and disc harrow or rotary tilling machinery until a suitable bed has been prepared and no clods or clumps remain larger than 1½ inches in diameter. Remove sticks, roots, and rubbish.

C. Applying Lime: The pH of the soil shall be determined. If the pH is below 5.0, sufficient lime shall be added to provide a pH between 5.5 and 6.5. The lime shall be thoroughly incorporated into the top three to four inches

of the soil. Lime and fertilizer may be applied in one operation.

D. Applying Fertilizer: Fertilizer shall be applied in accordance with the rates specified in Part 2, and shall be thoroughly incorporated into the top three to four inches of soil before sod is installed. FDOT Section 982.

E. Seed and Mulch: Apply in accordance with the rates specified in Part 2.

F. Maintenance: Maintenance shall begin immediately following the last operation of grassing and continue until final acceptance. Maintenance shall include watering, mowing, replanting, and all other work necessary to produce a uniform stand of grass, all at the contractor's expense.

3.3 PLACING SOD

A. Use Centipede sod (Eremochloa ophiuroides) unless otherwise required. The sod shall have a thickness of roots (minimum 2") with enough adhering soil to assure growth. Apply sod within 48 hours of stripping. Protect sod against drying and breaking of rolled strips.

B. Placement: Prepare the ground by loosening the soil. Place sod perpendicular to the slope. Place sod on the prepared soil to form a solid mass with tightly fitted joints. Ensure the butt ends and sides of sod strips do not overlap. The seam should have a flush tight transition from new to existing sod with no overlap. Stagger strips to avoid a continuous downhill seam. Tamp or roll lightly to ensure contact with subgrade. Tamp the outer edges of the sodded area to produce a smooth contour. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass. Water sod thoroughly with a fine spray immediately after planting.

C. Pinning: All sod placed on a slope steeper than 3:1 shall be pinned, at the top of the sod, at a rate listed in the table below:

Sod Size	Pins Required
Square Sod	2 pins per sod square
Mini Roll	3 pins per roll
Standard Rolls	1 pin per linear foot

C. Watering: Keep sod continuously moist to a depth below the root zone for three weeks after placement. If there is no water available to the site, the Contractor shall provide the water. Do not water in excess of 1" (one inch) per square yard per week for establishment.

D. Clean-Up: All excess soil, excess grass materials, stones, pallets and other waste shall be removed from the site daily and not allowed to accumulate. All paved areas shall be kept clean at all times.

E. Maintenance: Maintain sod by watering, fertilizing, weeding, mowing, trimming and other operations such as rolling, re-grading, and re-planting as required to establish a lawn free of eroded or bare areas and acceptable to the County. Where inspected work and materials do not comply with requirements, replace rejected work and continue maintenance until re-inspected by County and found to be acceptable. Remove rejected materials promptly from the project site. FDOT Section 570-4.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be for the following items, completed and accepted: square yards of seeding, square yards of seeding and mulching, and square yards of sodding.

4.2 BASIS OF PAYMENT

Prices and payments will be full compensation for all work and materials specified in this Section.

END OF SECTION 02900

SECTION 03300 – PORTLAND CEMENT CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

B. Florida Department of Transportation (FDOT), *FDOT Material's Manual, Chapter 9.2, Volume II, FDOT Standard Specifications for Road and Bridge Construction, Section 346, 347, 350, 400, 522, & 925, Latest Edition.*

1.2 SUMMARY

This Section includes concrete work for the following:

1. Roadways
2. Parking lots
3. Curbs and gutters
4. Walkways
5. Pads
6. Flumes
7. Curb Ramps
8. Cast in Place Structures

1.3 SUBMITTALS

A. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, joint systems, curing compounds, dry-shake finish materials, and others if requested by the County.

B. Design mixes for each class of concrete. Include revised mix proportions when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.

C. Material certificates in lieu of material laboratory test reports when permitted by the County. Material certificates shall be signed by manufacturer and Contractor certifying that each material item complies with or exceeds requirements. Provide certification from admixture manufacturers that chloride content complies with requirements.

1.4 PROJECT CONDITIONS

A. Traffic Control: Comply with requirements of Escambia County Specification, Section 04060, "Maintenance of Traffic."

B. Utilize flagmen, barricades, warning signs and warning lights as required, as shown on plans, or as directed by the County.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

A. Concrete shall conform to requirements of FDOT Standard Specification, Sections 346, 347, & 522 for curbs, gutters, sidewalks, structures and miscellaneous concrete.

B. Concrete for pavement shall conform to requirements of FDOT Standard Specification, Section 350.

C. Curb Ramps shall conform to FDOT Standard Index 304.

2.2 REINFORCING MATERIALS

A. Reinforcing Bars and Tie Bars: ASTM A 615, Grade 60, deformed.

B. Welded Steel Wire Fabric: ASTM A 185.

1. Furnish in flat sheets, not rolls.

C. Deformed-Steel Welded Wire Fabric: ASTM A 497.

D. Fabricated Bar Mats: Welded or clip-assembled steel bar mats, ASTM A 184. Use ASTM A 615, Grade 60 steel bars, unless otherwise indicated.

E. Joint Dowel Bars: Plain steel bars, ASTM A 615, Grade 60. Cut bars true to length with ends square and free of burrs.

F. Hook Bolts: ASTM A 307, Grade A bolts, internally and externally threaded. Design hook bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

G. Supports for Reinforcement: Chairs, spacers, dowel bar supports and other devices for spacing, supporting, and fastening reinforcing bars, welded wire fabric, and dowels in place. Use wire bar-type supports complying with CRSI specifications. Use supports with sand plates or horizontal runners where base material will not support chair legs.

2.3 CONCRETE MATERIALS

A. Portland Cement: Type I, Type IP, Type IS, Type IP (MS), Type II, or Type III.

1. Use one brand of cement throughout Project.

2. All concrete shall develop a 28-day compressive strength of 3000 psi for non-structural (NS). If any concrete should fail to meet the strength requirement the structure shall be removed as necessary to remove the defective concrete and shall then be rebuilt at the Contractor's expense.

B. Fly Ash: ASTM C 618, Class C or Class F.

C. Normal-Weight Aggregates: ASTM C 33, Class 4, and as follows. Provide aggregates from a single source.

1. Maximum Aggregate Size: 1-1/2 inches.

2. Do not use fine or coarse aggregates that contain substances that cause spalling.

3. Local aggregates not complying with ASTM C 33 that have been shown to produce concrete of adequate strength and durability by special tests or actual service may be used when acceptable to Engineer.

D. Water: Potable.

E. Fiber Reinforcement: Synthetic fibers engineered and designed for secondary reinforcement of concrete slabs, complying with ASTM C 1116, Type III.

2.4 ADMIXTURES

A. Provide concrete admixtures that contain not more than 0.01 per cent chloride ions.

B. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.

C. Water-Reducing Admixture: ASTM C 494, Type A.

D. High-Range Water-Reducing Admixture: ASTM C 494, Type F or Type G.

E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.

F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

2.5 CONCRETE MIX

A. Prepare design mixes for each type and strength of normal-weight concrete

per FDOT Standard Specification, Section 346-6.2 and FDOT Material's Manual, Chapter 9.2, Volume II. Use a qualified independent testing laboratory for preparing and reporting proposed mix designs. Do not use the Owner's field quality-control testing laboratory as the independent testing laboratory.

B. Fiber Reinforcement: Add to mix at rate of 1.5 lb per cu. yd., unless manufacturer recommends otherwise.

C. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, project conditions, weather, test results, or other circumstances warrant.

2.6 CONCRETE MIXING

Ready-Mixed Concrete: Comply with requirements of FDOT Standard Specification, Section 346-7 and FDOT Material's Manual, Chapter 9.2, Volume II.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION FOR CONCRETE PAVEMENT

A. Proof-roll prepared base or subgrade surface to check for unstable areas and verify need for additional compaction. Do not begin concrete work until such conditions have been corrected and are ready to receive paving.

B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install sufficient forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.

B. Check completed formwork and screeds for grade and alignment to following tolerances:

1. Top of Forms: Not more than 1/8 inch in 10 feet.

2. Vertical Face on Longitudinal Axis: Not more than 1/4 inch in 10 feet.

C. Clean forms after each use and coat with form release agent as required ensuring separation from concrete without damage.

3.3 PLACING REINFORCEMENT

A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" for placing and supporting reinforcement. Comply with FDOT Standard Specification, Section 350-7.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers, as required. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces. Maintain minimum cover to reinforcement.

D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction. Use of chairs is required. Welded wire fabric shall not be “pulled” to center of slab.

E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities or replace units as required before placement. Set mats for a minimum 2-inch overlap to adjacent mats.

3.4 JOINTS

A. General: Construct control (contraction) joints, construction, and isolation joints true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to the centerline, unless indicated otherwise. When joining existing paving, place transverse joints to align with previously placed joints, unless indicated otherwise.

B. Control (Contraction) Joints: Control joints are grooved, formed, or sawed into sidewalks, driveways and concrete pavements so that cracking will occur in these joints randomly. If not specified on drawings, intervals shall be not greater than 10 feet or less than 5 feet. Construct control joints for a depth equal to at least 1/4 of the concrete thickness, as follows:

1. Tooled Joints: Form contraction joints in fresh concrete by grooving and finishing each edge of joint with a radiused jointer tool.

2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into hardened concrete when cutting action will not tear, abrade, spawl or otherwise damage surface and before development of

random contraction cracks.

3. Inserts: Form contraction joints by inserting premolded plastic, hardboard, or fiberboard strips into fresh concrete until top surface of strip is flush with paving surface. Radius each joint edge with a jointer tool. Carefully remove strips or caps of two-piece assemblies after concrete has hardened. Clean groove of loose debris.

C. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than ½ hour, unless paving terminates at isolation joints.

1. Provide preformed galvanized steel or plastic keyway-section forms or bulkhead forms with keys, unless indicated otherwise. Embed keys at least 1-1/2 inches into concrete.

2. Continue reinforcement across construction joints unless indicated otherwise.

D. Expansion Joints: Form expansion joints of preformed joint filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

1. Locate expansion joints at intervals of 30 feet, unless indicated otherwise or directed by County.

2. Extend joint fillers full width and depth of joint, not less than ½ inch or more than 1 inch below finished surface where joint sealant is indicated. Place top of joint filler flush with finished concrete surface when no joint sealant is required.

3. Furnish joint fillers in one-piece lengths for full width being placed wherever possible. Where more than one length is required, lace or clip joint filler sections together.

4. Protect top edge of joint filler during concrete placement with a metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

E. Filler and Sealants: Submit specifications to Engineer for approval.

F. Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one half of dowel length to prevent concrete bonding to one side of joint.

3.5 CONCRETE PLACEMENT

A. Comply with requirements of FDOT Standard Specification, Sections 350-8

and 400-7 for placing concrete.

B. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place. No concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. Deposit concrete as nearly as practical to its final location to avoid segregation. When concrete placing is interrupted for more than ½ hour, place a construction joint.

C. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

D. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, floating, or tamping. Use equipment and procedures to consolidate concrete complying with FDOT Standard Specification, Section 350-9.

E. Screed paved surfaces with a straightedge and strike off. Use bull floats or darbies to form a smooth surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces prior to beginning finishing operations.

F. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed. Remove and replace portions of bottom layer of concrete that have been placed more than 15 minutes without being covered by top layer or use bonding agent if acceptable to County.

G. Curbs and Gutters: Shall be constructed in accordance with FDOT Specs. When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete.

H. Slip-Form Pavers: When automatic machine placement is used for paving, submit revised mix design and laboratory test results that meet or exceed requirements. Produce paving to required thickness, lines, grades, finish, and jointing as required for formed paving. Compact subgrade of sufficient width to prevent displacement of paver machine during operations.

I. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength, or sufficient strength to carry loads without damage or injury. Maturity Method Testing, as outlined in FDOT Standard Specification, Section 353-10.2, should be used to determine concrete

strength.

J. Cold-Weather Placement: Comply with provisions of FDOT Standard Specification, Sections 346-7.4 and 400-7.1.1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

K. Hot-Weather Placement: Place concrete complying with FDOT Standard Specification, Sections 346-7.5 and 400-7.1.2, and as specified when hot weather conditions exist.

3.6 CONCRETE FINISHING

A. Float Finish: Begin floating when bleed-water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand-floating if area is small or inaccessible to power units. Finish surfaces to true planes within a tolerance of 1/8 inch in 10 feet as determined by a 10-foot-long straightedge placed anywhere on the surface in any direction. Cut down high spots and fill low spots. Refloat surface immediately to a uniform granular texture.

1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across concrete surface perpendicular to line of traffic to provide a uniform fine line texture finish.

2. Tine Finishes: Apply to curb cut ramps and other areas as noted on the drawings. Finish shall be applied by an approved hand method and shall consist of transverse grooves which are 0.03 to 0.12 inch in width and 0.10 to 0.15 inch in depth, spaced at approximately ½ inch center to center.

B. Final Tooling: Tool edges of paving, gutters, curbs, and joints formed in fresh concrete with a jointing tool to the following radius. Repeat tooling of edges and joints after applying surface finishes. Eliminate tool marks on concrete surfaces. Radius: ½ inch.

3.7 CONCRETE PROTECTION AND CURING

General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with the recommendations of FDOT Standard Specification, Sections 350-11 and 925.

3.8 QUALITY CONTROL TESTING

A. A qualified, accredited testing and inspection laboratory, under the direction of a Professional Engineer, licensed in the State of Florida, shall sample materials, perform tests, and submit test reports during concrete placement as follows:

1. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94. All concrete should be sampled by ACI certified technicians.

    a. Slump: ASTM C 143; one test at point of placement for each compressive-strength test but no less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.

    b. Air Content: ASTM C 231, pressure method; one test for each compressive-strength test but no less than one test for each day's pour of each type of air-entrained concrete.

    c. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F (4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each set of compressive-strength specimens.

    d. Compression Test Specimens: ASTM C 31; one set of four standard cylinders for each compressive- strength test, unless directed otherwise. Mold and store cylinders for laboratory-cured test specimens except when field-cured test specimens are required.

    e. Compressive-Strength Tests: ASTM C 39; one set for each day's pour of each concrete class, plus one set for each additional 50 cu. yd. Test one specimen at 7 days, two specimens at 28 days, and retain one specimen in reserve for earlier or later testing if required. Class I Concrete NS compression test specimens cylinders are not required, except as directed by County.

    f. Contractor shall repair the area to the satisfaction of the Engineer where material was removed for testing purposes. Should any work or materials fail to meet the requirements set forth in the plans and specifications, contractor shall pay for retesting of same.

2. Basis for acceptance of concrete will be per FDOT Standard Specification, Sections 346-8 through 346-11.

B. Test results will be reported in writing to the County, within 24 hours of testing. Reports of compressive strength tests shall contain the Project identification name and number, date and location of concrete placement, name of concrete testing laboratory, concrete type and class, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day and 28-day tests.

C. Nondestructive Testing: Non-destructive test methods may be used with approval of the Engineer, but shall not be used as the sole basis for acceptance or rejection.

D. Additional Tests: The testing laboratory will make additional tests of the concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements have not been met, as directed by Engineer. Testing laboratory may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

3.9 REPAIRS AND PROTECTION

A. Remove and replace concrete work that is broken, damaged, or defective, or does not meet the requirements of this Section.

B. Drill test cores where directed by the County when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory concrete areas with Portland cement concrete bonded to paving with epoxy adhesive.

C. Protect concrete from damage. Exclude traffic from concrete pavement for at least 14 days after placement. When construction traffic is permitted, maintain concrete as clean as possible by removing surface stains and spillage of materials as they occur.

D. Maintain concrete work free of stains, discoloration, dirt, and other foreign material. Sweep concrete paving not more than 2 days prior to date scheduled for Substantial Completion inspections.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be the plan quantity, in square yards, of Plain Cement Concrete Pavement, Reinforced Cement Concrete Pavement, square yards of sidewalk, and linear feet of curb and/or gutter.

4.2 JOINTS AND CRACKS

The Contractor shall include the cost for Cleaning and Sealing Joints in the cost of the newly constructed pavement for: (1) transverse and longitudinal joint construction for new pavement; and (2) abutting joints between existing pavement and new pavement.

For replacing joint seals and sealing random cracks in existing Portland cement concrete pavement, the quantity to be paid for will be as specified below:

A. The length of pavement joint that has been satisfactorily cleaned and sealed in existing Portland cement concrete pavement, as determined by field measurement along the joints, will be paid for at the Contract unit price per foot for Cleaning and Resealing Joints.

B. The length of random cracks in existing Portland cement concrete pavement that have been satisfactorily cut, cleaned, and sealed, as determined by field measurement along the joints, will be paid for at the Contract unit price per foot for Cleaning and Sealing Random Cracks.

4.3 BASIS OF PAYMENT

Prices and payment will be full compensation for all work specified in this Section, including any preparation of the subgrade not included in the work to be paid for under another Contract item; all transverse and longitudinal joint construction, including tie-bars and dowel bars; the furnishing of test specimens; repair of core holes; and all incidentals necessary to complete the work.

END OF SECTION 03300

SECTION 04040 – PAVEMENT MARKINGS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the plan sheets or in other sections of this contract, all materials and work shall conform to the applicable requirements in the following documents:

1. Florida Department of Transportation *Roadway and Traffic Design Standards*, Indices 17344 through 17359, *Latest Edition*.

2. Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*, Sections 701, 705, 706, 710, 711, 970, 971, and 993, *Latest Edition*.

3. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, *Latest Edition*.

1.2 DESCRIPTION OF WORK

The work under this section includes the installation and removal of temporary and permanent pavement markings, textured pavement, reflective markers, galvanized posts, flex posts, delineators, wheel stops, and audible and vibratory pavement markings. The Contractor shall furnish all labor, materials, tools, supplies, equipment, and machinery necessary to fully complete the work shown in the plans and in these specifications. Pavement marking notes on plan sheets shall take precedence over and modify conflicting Technical Specifications.

PART 2 – PRODUCTS

2.1 MATERIALS

All materials shall be new and of good quality unless otherwise specified. The Contractor, at his own expense and if requested by the County, shall furnish samples of material and/or shall certify that the material meets all FDOT requirements. All material or work that has been rejected shall be remedied by the Contractor at his own expense and without delay. If the Contractor fails to promptly remove and/or dispose of rejected material and replace the same, the County may remove and replace the same and deduct the cost of the work from the contract amount.

2.2 TEMPORARY PAVEMENT MARKINGS

Materials for temporary pavement marking shall meet all requirements of FDOT Specs, Section 710, *Latest Edition.*

2.3 PERMANENT PAVEMENT MARKINGS

Materials for permanent pavement markings shall meet all requirements of FDOT Specs, Section 711, *Latest Edition*.

2.4 REFLECTIVE PAVEMENT MARKERS

Materials for reflective pavement markers shall meet all requirements of FDOT Specifications, Sections 706, *Latest Edition*.

2.5 OBJECT MARKERS AND DELINEATORS

Materials for object markers shall meet all requirements of FDOT Specifications, Sections 705, *Latest Edition*.

2.6 AUDIBLE AND VIBRATORY PAVEMENT MARKINGS

Materials for audible and vibratory pavement markings shall meet all requirements of FDOT Specifications, Sections 701, *Latest Edition*.

PART 3 – EXECUTION

3.1 GENERAL

All pavement markings shall be applied in accordance with FDOT requirements.

3.2 TEMPORARY PAVEMENT MARKINGS

Temporary pavement markings shall be installed at the end of each day on new pavement surfaces and shall be maintained until permanent markings are installed.

3.3 PERMANENT PAVEMENT MARKINGS

Permanent pavement markings, including painted stripes, thermoplastic stripes, and reflective pavement markers, shall be installed as shown in the plans. Materials and installation shall conform to applicable standards in the documents referenced in Section 1.1. Installation of permanent markings on all final asphaltic concrete surfaces shall not be accomplished prior to 14 calendar days, nor later than 30 calendar days, after placement of the final surfaces.

3.4 RETROREFLECTIVITY

The Contractor shall, within thirty days of completion, furnish retroreflectivity

readings certifying the materials meet all FDOT requirements as per Part I, 1.1.B.2, Sections 710 and 711.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The engineer or project manager may specify a lump sum or measurement of quantities.

The quantities to be paid for under this Section will be the length in feet or gross mile of Skip Traffic Stripes, the length in feet or gross mile of Solid Traffic Stripes, the number of directional arrows and pavement messages, painted, the area in square feet or of Reflective Paint (Island Nose), and the area in square feet or the length in feet to Remove Existing Markings. Measurement will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals will not be included in pay quantity.

4.2 BASIS OF PAYMENT

Prices and payment will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

END OF SECTION - 04040

SECTION 04060 - MAINTENANCE OF TRAFFIC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to work of this section.

B. Unless otherwise specified on the plan sheets or in other sections of the specifications, all materials and work shall conform to the applicable requirements in the following documents:

1. *Florida Department of Transportation Design Standards*, *Latest Edition*.

2. *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, Section 102, *Latest Edition*.

3. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, *Latest Edition*, Part 6 Temporary Traffic Controls.

4. *FDOT Minimum Specifications for Traffic control and Devices*, *Latest Edition*.

1.2 SUMMARY OF WORK

The work under this section includes the maintenance of traffic within the limits of the project for the duration of construction.

PART 2 – PRODUCTS - Not Used.

PART 3 - EXECUTION

3.1 RESPONSIBILITIES OF CONTRACTOR

A. Control and maintain traffic and provide for the safety of the work area in accordance with Maintenance of Traffic (MOT) Plan included in the contract documents. Contractor shall comply with all aspects of said plan. Conduct operations in a manner that will not interrupt pedestrian and vehicle traffic except as approved by the County Engineer/Traffic Division. Confine the work area to the smallest area practical to allow the maximum use of the street and sidewalk and to reduce any hazard to vehicles and pedestrians to a minimum.

B. Maintain access to properties that adjoin the work. Contact property owners

and assure that access is coordinated prior to commencing work that may block access.

C. Furnish all labor, materials, tools, supplies, equipment, and machinery needed to fully comply with the specifications described on the plan sheets and in this Section. At all times, the Contractor shall use workers and traffic control devices necessary to comply with all applicable provisions contained in the reference documents listed in Section 1.1.

D. The Contractor shall notify the agencies and media listed below in writing, 48 hours in advance, of any work within the road right-of-way that may interfere with vehicle and/or pedestrian traffic.

1. WCOA Radio – Tel: 478-6011; Fax: 478-3971

2. Pensacola News Journal Tel: 435-8500; Fax: 435-8633; Email: news@pensacolanewsjournal.com

3. Escambia County Emergency Management Tel: 471-6315; Fax: 471-6322; Email: bob_boschen@co.escambia.fl.us

4. Escambia County Engineering Tel: 595-3440

5. Escambia County Sheriff Tel: 436-9630; Fax: 436-9128; Email: traffic@escambiaso.com

6. Florida Highway Patrol Tel: 484-5000; Fax: 393-3405; Email: stevepreston@flhsmv.gov

7. Escambia County School District Tel: 469-5591; Fax: 469-5661; Email: transportation@escambia.k12.fl.us and rdoss@escambia.k12.fl.us

8. Escambia County Administration Tel: 595-4900; Fax: 595-4908; Email: Cheryl_Lively@co.escambia.fl.us

9. Escambia County Area Transit Tel: 595-3228; Fax: 595-3222; Email: Ted_Woolcock@co.escambia.fl.us

3.2 PENALTIES AND SUSPENSION OF WORK

The County may verbally direct the Contractor to immediately suspend work if appearance of violation of safety regulations is found. In such an event, Contractor shall immediately stop work and secure any potential hazards from the public until the potential violation is confirmed and/or corrected to satisfaction of the County. Law enforcement officers may be called to assist the County in suspending work if the Contractor is not responsive. Suspension of work for violation of safety

regulations shall not be grounds for a contract time extension or additional payment.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. Maintenance of Traffic: Where the plans require the use of trucks and truck mounted impact attenuators, these items will not be paid for separately but shall be included in the cost of Maintenance of Traffic. Only use those attenuators that have been tested by a facility approved by the Engineer and certified as meeting the requirements as specified in NCHRP 350 and that have been properly maintained.

B. Law Enforcement Services: The quantity to be paid for will be at the Contract unit price per hour for the actual number of officers on the project site. Payment will be made only for those off-duty law enforcement officers specified in the MOT and authorized by the CountyI.

C. When the plans show more than one detour facility is included in the proposal, payment will be made under Maintenance of Traffic.

D. Materials for Driveway Maintenance: The quantity to be paid for will be, in square yards, of all materials authorized by the County, acceptably placed and maintained for driveway maintenance. The quantity will be determined by in place measurement.

4.2 BASIS OF PAYMENT

A. MAINTENANCE OF TRAFFIC (GENERAL WORK): Price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

B. LAW ENFORECEMENT: Prices and payment will be considered full compensation for the services of the off-duty law enforcement officer, including a marked law enforcement vehicle and all other direct and indirect costs.

C. SPECIAL DETOURS: Price and payment will be full compensation for providing all detour facilities shown on the plans and all costs incurred in carrying our all requirements of this Section for general maintenance of traffic within the limits of the detour, as shown on the plans.

END OF SECTION 04060

GEOTECHNICAL ENGINEERING REPORT

Pensacola Beach Congestion Management Plan
Project 2g – Parking Lots

Pensacola Beach, Escambia County, Florida

PREPARED FOR:

Volkert, Inc.
651 East Burgess Road, Suite 52
Pensacola, Florida 32504

NOVA Project Number: 8217141

October 6, 2017

NOVA
PROFESSIONAL | PRACTICAL | PROVEN

October 6, 2017

Volkert, Inc.
651 East Burgess Road, Suite 52
Pensacola, Florida 32504

Attention: Mr. Mike Warnke, P.E.

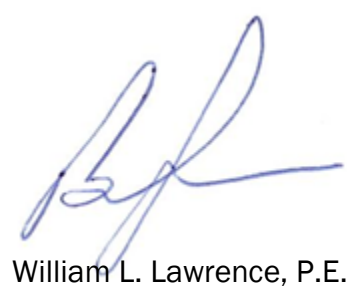
Subject: Geotechnical Engineering Report
PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
PROJECT 2G PARKING LOTS
Pensacola Beach, Escambia County, Florida
NOVA Project Number 8217141

Dear Mr. Warnke:

NOVA Engineering and Environmental LLC (NOVA) has completed the authorized Geotechnical Engineering Report for the additional parking lots to be constructed at three (3) separate locations in Pensacola Beach, Escambia County, Florida. The work was performed in general accordance with NOVA Proposal Number 016-20170214r1, dated June 6, 2016. This report briefly discusses our understanding of the project at the time of the subsurface exploration, describes the geotechnical consulting services provided by NOVA, and presents our findings, conclusions, and recommendations.

We appreciate your selection of NOVA and the opportunity to be of service on this project. If you have any questions, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,
NOVA Engineering and Environmental LLC



Jesse A. James E.I.
Staff Engineer
Florida Certificate No. 1100019359

William L. Lawrence, P.E.
Branch Manager
Florida Registration No. 60147

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1.0 SUMMARY

A brief summary of pertinent findings, conclusions, and recommendations are presented below. This information should not be utilized in design or construction without reading the report in its entirety and paying particular attention to the recommendations presented in the text and Appendix.

1.1 GENERAL

We understand that a portion of the Pensacola Beach Congestion Management Plan includes adding new parking lots at three (3) locations along Via De Luna Drive and Fort Pickens Road.

Our field exploration at the subject sites included performing eight (8) auger borings within the proposed parking lot and one (1) auger boring within the stormwater management system (SMS) area at the site along Via De Luna Drive near Avenida 17; ten (10) auger borings within the proposed parking lot footprint and one (1) auger boring within the SMS area at the site along Fort Pickens Road near the Sheriff Substation; and two (2) auger borings within the proposed parking lot footprint at the site proposed along Via De Luna Drive at the Old Visitor Center. Drilling, testing and sampling operations were performed in general accordance with ASTM designations and other industry standards.

The Test Borings generally encountered fine-grained sands (USCS classification of SP) from the existing ground surface elevation to the maximum depth explored of about 5 feet below existing grade (BEG).

1.2 SITE PREPARATION

We recommend stripping the proposed construction areas to remove all trees and associated root systems, surficial vegetation and topsoil, and any other deleterious non-soil materials that are found to be present. The soils exposed at the stripped grade elevation should be compacted to a minimum soil density of at least 95 percent of the maximum dry density as determined by the Modified Proctor test (ASTM D-1557). Resulting or additional excavations should be backfilled with structural fill also compacted to a minimum soil density of at least 95 percent of the maximum dry density as determined by the Modified Proctor test (ASTM D-1557).

1.3 GROUNDWATER CONTROL

A stabilized groundwater table was encountered in the test borings at depths ranging between about 2 feet to greater than 5 feet BEG at the time of our field exploration, which occurred during a period of above normal seasonal rainfall and within a pattern of frequent rain events.

Groundwater could therefore potentially impact the planned development of these properties, most especially with respect to the installation of subsurface utilities in lower lying areas of each site.

1.4 PAVEMENTS

We understand that a flexible (asphalt) pavement section is desired for the pavements planned for this development. Based on the results of our test borings, the subsurface conditions encountered are generally adaptable for providing adequate support of both light duty and heavy duty flexible pavement sections.

1.5 STORMWATER MANAGEMENT SYSTEM

Based on the results of the test borings and the limited laboratory testing, the subsurface conditions encountered on the project sites appear to be adaptable for the treatment and disposal of stormwater runoff via either conventional dry retention ponds or shallow swale systems.

1.6 GPR SURVEY

Our geophysical survey included Ground Penetrating Radar (GPR) testing to locate anomalies consistent with subsurface utilities. For this evaluation, a GSSI SIR-4000 data collection unit with an external 400 MHz antenna was used at client specified areas. Maps of the approximate locations of the targets are included in Appendix D of this report.

2.0 INTRODUCTION

2.1 PROJECT INFORMATION

Our understanding of this project is based on discussions with the client, review of the provided site plan, a site reconnaissance performed during boring layout, review of aerial photography of the site via internet-based GIS software, and our experience with similar geotechnical conditions in the near vicinity to this project site.

2.1.1 Site Plans and Documents

We were furnished with the following plans and documents:

- Document: Pensacola Beach Congestion Management Plan Project 2G
  Prepared by: Volkert, Inc.
  Dated: June 2017

2.1.2 Proposed Construction

We understand that a portion of the Pensacola Beach Congestion Management Plan includes adding new parking lots at three (3) locations along Via De Luna Drive and Fort Pickens Road, as well as stormwater management system (SMS) improvements at each of these locations.

2.1.3 Site Grading

Site grading details were not available from the design team at the time of the issuance of this report; we have therefore assumed that less than 2 feet of fill, and no cut, will be required to achieve the desired subgrade elevations within the proposed parking lot footprints, and that the proposed SMS areas will reportedly be 2 feet or less in depth, relative to current grade elevations.

2.2 SCOPE OF WORK

Volkert, Inc., engaged NOVA to provide geotechnical engineering consulting services for the Congestion Management Plan for Pensacola Beach in Escambia County, Florida. This report briefly discusses our understanding of the project, describes our exploratory procedures, and presents our findings, conclusions, and recommendations.

The primary objective of this study was to perform a geotechnical exploration within the areas of the proposed parking lot additions and SMS areas. The authorized geotechnical engineering services included a site reconnaissance, a soil test boring and sampling program, laboratory testing, engineering evaluation of the field and laboratory data, and the preparation of this report.

The services were performed substantially as outlined in our proposal number 016-20170214, dated June 6, 2017, and in general accordance with industry standards.

As authorized per the above referenced proposal, the completed geotechnical report was to include:

- A description of the site, fieldwork, laboratory testing and general soil conditions encountered, including a Boring Location Plan and individual Test Boring Records.
- Site preparation considerations that include geotechnical discussions regarding site stripping and subgrade preparation, and engineered fill/backfill placement.
- Recommendations for controlling groundwater during construction and the need for permanent de-watering systems based on the expected post construction ground water levels.
- Recommendations for subgrade preparation in the proposed parking lot areas.
- A recommended flexible pavement section based on provided or assumed traffic loadings.
- SMS design parameters per NWFWMD ERP requirements.
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, the criteria for suitable fill materials will be provided.
- Recommended quality control measures (i.e. sampling, testing, and inspection requirements) for site grading and construction.

The assessment of site environmental conditions, including the presence of wetlands or detection of pollutants in the soil, rock or groundwater, laboratory testing of samples, or a site-specific seismic study was beyond the scope of this geotechnical study. If requested, NOVA can provide these services.

3.0 SITE DESCRIPTION

3.1 LOCATION AND LEGAL DESCRIPTION

The subject properties are located along Via De Luna Drive and Fort Pickens Road in Pensacola Beach, Escambia County, Florida. A Site Location Map is included in Appendix A.

3.2 SUBJECT PROPERTY AND VICINITY GENERAL CHARACTERISTICS

At the time of our field exploration, the vicinity of the Subject Properties were generally developed with a mix of light commercial, municipal, and residential land uses.

3.3 CURRENT USE OF THE PROPERTIES

At the time of our field exploration, the property along Via De Luna Drive near Avenida 17 was vacant and sparsely vegetated. The southern border of the property along Via De Luna Drive had an asphalt paved sidewalk and several palm trees that aligned parallel to the roadway, along with several drainage structures and utilities.

The property along Fort Pickens Road near the Sherriff's Substation was mostly vacant and was sparsely vegetated. The northern portion of the property had a chain-link-fenced SMS area with associated drainage structures, and the area along Fort Pickens Road had several utility structures.

The property along Via De Luna Drive near the Old Visitor's Center was the location of an above-grade, single-story structure near the southern boundary of the property, as well as several utility structures. The area was vegetated with short grasses, landscape shrubberies, and several isolated mature palm trees.

4.0 GEOPHYSICAL SURVEY

Our geophysical survey included Ground Penetrating Radar (GPR) testing to locate potential areas of subsurface anomalies consistent with subsurface utility conduits. For this evaluation, a GSSI SIR-4000 data collection unit with an external 400 MHz antenna was used to locate areas of potential subsurface anomalies.

GPR testing was performed in a grid pattern across accessible portions of the client specified areas of concern to determine the presence and general location of the subject targets. GPR output data was recorded for several of the test locations. Select GPR data files for typical observations were processed for reporting purposes, and are included in the Appendix of this report. Captions for each image include commentary to describe the findings. Maps of the approximate locations of the targets are included in Appendix D of this report.

Ground Penetrating Radar: The ground penetrating radar (GPR) method uses electromagnetic pulses, emitted at regular intervals by an antenna to map subsurface features and discrete objects. The electromagnetic pulses are reflected where changes in electrical properties (dielectric constant) occur. In the case of collecting GPR data on soil and pavement surfaces, this may occur due to the presence of utility conduits, groundwater, or changes in the soil strata. The reflected electromagnetic energy is received by an antenna, converted into an electrical signal, and recorded by the GPR unit. The data is processed, viewed, and printed in real time. The result is a cross-section of the subsurface directly beneath the path of the antenna.

The depth of penetration of the GPR signal varies according to antenna frequency and the conductivity of the subsurface materials present. As the frequency of the GPR antenna increases, the resolution increases but the depth of penetration decreases. As the conductivity of subsurface material increases the depth of penetration decreases due to increased attenuation of the GPR signal. Soils consisting primarily of sand typically have a lower conductivity than silts and clays. Therefore, sandy soils will allow for better depth visibility than silts and clays.

The GPR method is a remote sensing method that may not detect all targets and interfaces of interest. It is also possible that the interpreted GPR data may reveal subsurface targets or interfaces that without intrusive sampling prior to data interpretation may have been misinterpreted. When drilling or excavating, all conventional safety measures should be taken to avoid damaging embedded utilities, and construction components.

For more information regarding the GPR method and the equipment used, please refer to the manufacturer website: www.geophysical.com.

5.0 FIELD EXPLORATION

Boring locations were staked in the field by the NOVA personnel using the approved Boring Location Plan, and ground surface elevations at each staked boring location were provided to NOVA by Volkert and have been included in the Test Boring Records provided in Appendix B of this report.

Our field exploration was conducted on September 1, 2017 and included:

- Eight (8), 5-foot deep auger borings within the proposed parking lot and one (1) auger boring within the stormwater management system (SMS) area at the site along Via De Luna Drive near Avenida 17,
- Ten (10), 5-foot deep auger borings within the proposed parking lot footprint and one (1) auger boring within the SMS area at the site along Fort Pickens Road near the Sheriff Substation, and
- Two (2), 5-foot deep auger borings within the proposed parking lot footprint at the site along Via De Luna Drive at the Old Visitor's Center.

Soil Test Borings: The soil test borings were performed using the guidelines of ASTM Designation D-1452, "Soil Exploration and Sampling by Auger Borings". Auger borings provide the simplest method of soil exploration and sampling and can be used to determine the groundwater levels and changes in strata. For this exploration, a 3-inch OD orchard-barrel type hand-operated auger was used to advance the boring. Representative portions of the disturbed soil samples, obtained from the sampler, were placed in sealed containers and transported to our laboratory for further evaluation and laboratory testing.

Test Boring Records in Appendix B present the soil conditions encountered in the borings. These records represent our interpretation of the subsurface conditions based on the field exploration data, visual examination of the recovered samples, laboratory test data, and generally accepted geotechnical engineering practices. The stratification lines and depth designations represent approximate boundaries between various subsurface strata. Actual transitions between materials may be gradual.

6.0 LABORATORY TESTING

A laboratory testing program was conducted to characterize materials which exist at the site using the recovered samples. Selected test data are presented on the Test Boring Records attached in the Appendix. The specific tests are briefly described below.

It should be noted that all soil samples will be properly disposed of 30 days following the submittal of this NOVA subsurface exploration report unless you request otherwise.

6.1 SOIL CLASSIFICATION

Soil classification provides a general guide to the engineering properties of various soil types and enable the engineer to apply past experience to current problems. In our explorations, samples obtained during drilling operations are observed in our laboratory and visually classified by an engineer. The soils are classified according to consistency (based on number of blows from standard penetration tests), color and texture. These classification descriptions are included on our Test Boring Records. The classification system discussed above is primarily qualitative; laboratory testing is generally performed for detailed soil classification. Using the test results, the soils were classified using the Unified Soil Classification System. This classification system and the in-place physical soil properties provide an index for estimating the soil's behavior. The soil classification and physical properties obtained are presented in this report.

6.2 MOISTURE CONTENT

The moisture content is the ratio expressed as a percentage of the weight of water in a given mass of soil to the weight of the solid particles. These tests were conducted in general accordance with ASTM D-2216.

6.3 SIEVE ANALYSIS

The sieve analysis consists of passing a soil sample through a series of standard sieve openings. The percentage of soil, by weight, passing the individual sieves is then recorded and generally presented in a graphical format. The percentage of fines passing through the No. 200 sieve is generally considered to represent the amount of silt and clay of the tested soil sample. The sieve analysis test was conducted in general accordance with ASTM Designation D-1140.

6.4 FALLING-HEAD LABORATORY PERMEABILITY

A remolded falling head permeability test (ASTM D-5084) is a common laboratory test used to determine the hydraulic conductivity of fine-grained soils. The test involves the flow of water through a re-molded, fully saturated soil sample inside a rigid- wall permeameter connected to a standpipe of constant diameter. Before beginning the flow measurements, the soil sample is saturated and the standpipe is filled with de-aired water to a given level. The test then starts by allowing the water to flow through the sample until the water in the standpipe reaches a lower limit. The time required for the water to flow from the upper to lower limit is recorded.

6.5 LIMEROCK BEARING RATIO

Limerock Bearing Ratio (LBR) tests were performed in accordance with FM-515-5 – Standard Test Method for LBR (Limerock Bearing Ratio) to determine strength and deflection characteristics of soil correlated with pavement performance to establish design curves for pavement thickness.

7.0 SUBSURFACE CONDITIONS

7.1 GEOLOGY

The site is located in the Escambia County, Florida area and according to the United States Geological Survey (USGS), is situated within the greater Gulf Coastal Plain region. The site is generally covered with Alluvium sediments of the Pleistocene/Holocene periods underlain by the Citronelle formation of the Pliocene/Pleistocene periods. The alluvial sediments typically consist of siliciclastics that are fine to coarse quartz sand containing clay lenses and gravel in places. Sands consists primarily of very fine to very coarse poorly sorted quartz grains; gravel is composed of quartz, quartzite, and chert pebbles. In areas of the Valley and Ridge province gravels are generally composed of angular to sub-rounded chert, quartz, and quartzite pebbles. Coastal deposits in the Pensacola Beach area include fine to medium quartz sand with shell fragments and accessory heavy minerals along Gulf beaches and fine to medium quartz sand, silt, clay, peat, mud and ooze in the Mississippi Sound, Little Lagoon, bays, lakes, streams, and estuaries. The Citronelle formation consists primarily of varicolored/mottled lenticular beds of poorly sorted sand, clayey sand, clay, and clayey gravel. Limonite pebbles and lenses of limonite cemented sand occur locally in weathered Miocene exposures.

Surficial soils in the region are primarily siliciclastic sediments deposited in response to the renewed uplift and erosion in the Appalachian highlands to the north and sea-level fluctuations. The extent and type of deposit is influenced by numerous factors, including mineral composition of the parent rock and meteorological events.

7.2 SOIL CONDITIONS

The following paragraph provides a generalized description of the subsurface profiles and soil conditions encountered in the borings conducted during this study. The Test Boring Records in the Appendix should be reviewed to provide detailed descriptions of the conditions encountered at each boring location. Conditions may vary at other locations and times.

The Test Borings generally encountered fine-grained sands (USCS classification of SP) from the existing ground surface elevation to the maximum depth explored of about 5 feet below existing grade (BEG).

7.3 GROUNDWATER CONDITIONS

7.3.1 General

Groundwater in the Gulf Coastal Plain typically occurs as an unconfined aquifer condition. Recharge is provided by the infiltration of rainfall and surface water through the soil overburden. More permeable zones in the soil matrix can affect groundwater conditions. The groundwater table is expected to be a subdued replica of the original surface topography. Based on a review of topographic maps and our visual site observations, we anticipate the groundwater flow to be dependent on tidal influences.

Groundwater levels vary with changes in season and rainfall, construction activity, surface water runoff, tides, and other site-specific factors. Groundwater levels in the Escambia County area are typically lowest in the late fall to winter and highest in the early spring to mid-summer with annual groundwater fluctuations by seasonal rainfall; consequently, the water table may vary at times.

7.3.2 Soil Test Boring Groundwater Conditions

Groundwater was encountered in the test borings at depths ranging from about 2 feet to greater than 5 feet BEG at the time of our field exploration, which occurred during a period of above normal seasonal rainfall, and during a period of frequent rain events.

Based on comparisons of current annual monthly rainfall data to historical rainfall data extending back 50+ years in time, we estimate that the normal permanent seasonal high groundwater (SHGW) table for this site will occur approximately at the noted groundwater levels at each boring location, during the wet season. This data generally correlates to the values provided by the USGS Natural Resources Conservation Service.

8.0 CONCLUSIONS AND RECOMMENDATIONS

The following conclusions and recommendations are based on our understanding of the proposed construction, site observations, our evaluation and interpretation of the field and laboratory data obtained during this exploration, our experience with similar subsurface conditions, and generally accepted geotechnical engineering principles and practices.

Subsurface conditions in unexplored locations or at other times may vary from those encountered at specific boring locations. If such variations are noted during construction, or if project development plans are changed, we request the opportunity to review the changes and amend our recommendations, if necessary.

8.1 SITE PREPARATION

Site grading details were not available from the design team at the time of the issuance of this report; we have therefore assumed that 2 feet or less of elevating structural fill will be required to achieve the desired finished subgrade elevations within the proposed parking lot footprints.

Prior to proceeding with construction, all topsoil and vegetation, trees and associated root systems, and any other deleterious non-soil materials found to be present should be stripped from the proposed parking lot footprints. Clean topsoil may be stockpiled and subsequently re-used in landscaped areas. Debris-laden materials should be excavated, transported, and disposed of off-site in accordance with appropriate solid waste rules and regulations. All existing utility locations should be reviewed to assess their impact on the proposed construction and relocated/grouted in-place as appropriate.

The soils exposed at the stripped grade elevation should be compacted to a minimum soil density of at least 95 percent of the maximum dry density as determined by the Modified Proctor test method (ASTM D-1557). NOVA should observe the compaction of the subgrade to locate soft, weak, or excessively wet fill or existing soils present at the time of construction. Any unstable materials observed during the evaluation and compaction operations should be undercut and replaced with structural fill or stabilized in-place by scarifying and re-densifying.

8.1.1 Soil Suitability

The on-site near surface soils can be categorized as SP, or relatively clean fine-grained sands based on the Unified Soil Classification System (USCS). This sandy soil type is considered suitable for the use of structural fill along the proposed roadway alignments.

We note, however, that these materials will require blending with aggregate or another suitable stabilizing material to produce a Stabilized Subgrade Course with a minimum Limerock Bearing Ratio (LBR) value of 40.

All imported materials to be used for backfill or compacted fill construction should be evaluated and, if necessary, tested by NOVA prior to their being imported to determine if they are suitable for their intended use (including performing Munsell Color Determinations to confirm they can be imported onto Pensacola Beach per applicable County regulations). In general, based upon the boring results, the near surface sands such as those encountered in the borings can be used as structural fill as well as general subgrade fill and backfill, provided that the fill material is free of rubble, clay, rock, roots and organics. Any off-site materials used as fill should be approved by NOVA prior to acquisition.

Organic and/or debris-laden material is not suitable for re-use as structural fill. Topsoil, mulch, and similar organic materials can be wasted in architectural areas. Debris-laden materials should be excavated, transported, and disposed of off-site in accordance with appropriate solid waste rules and regulations.

8.1.2 Soil Compaction

Fill should be placed in thin, horizontal loose lifts (maximum 12-inch) and compacted to a minimum soil density of at least 95 percent of the Modified Proctor maximum dry density (ASTM D-1557). The top 12 inches of subgrade (i.e., the Stabilized Subgrade Course) beneath all pavement areas should be compacted to at least 98 percent. Fill materials should have a target maximum dry density of at least 95 pounds per cubic foot (pcf). If lighter weight fill materials are used, the NOVA geotechnical engineer should be consulted to assess the impact on design recommendations.

Soil moisture content should be maintained within 3 percent of the optimum moisture content. We recommend that the grading contractor have equipment on site during earthwork for both drying and wetting fill soils. Moisture control may be difficult during dry weather, given the free-draining nature of the very high permeability native sandy soils.

Filling operations should be observed by a NOVA soils technician, who can confirm suitability of material used and uniformity and appropriateness of compaction efforts. He/she can also document compliance with the specifications by performing field density tests using thin-walled tube, nuclear, or sand cone testing methods (ASTM D-2937, D-6938, or D-1556, respectively). One test per 400 cubic yards and every 2 feet of placed fill is recommended, with test locations well distributed throughout the fill mass. When filling in small areas, at least one test per day per area should be performed.

8.2 GROUNDWATER CONTROL

Groundwater was encountered at depths ranging from about 2 feet to greater than 5 feet BEG at the time of our field exploration, which occurred during a period of above normal seasonal rainfall and within a pattern of frequent rain events.

Depending on the areas of the site under consideration, groundwater levels have differing implications for design and construction. The extent and nature of any dewatering required during construction will be dependent on the actual groundwater conditions prevalent at the time of construction and the effectiveness of construction drainage to prevent run-off into open excavations.

Based on our understanding of the proposed construction, groundwater could potentially adversely impact the planned development of this property, most especially with respect to the installation of subsurface utilities in lower-lying areas of each site.

As previously noted, groundwater levels are subject to seasonal, climatic, tidal, and other variations and may be different at other times and locations.

8.3 PAVEMENT SECTIONS

We understand that a flexible (asphalt) pavement section is desired for the proposed parking lots planned as part of this improvements project. Recommended heavy duty and light duty pavement sections have been developed for this project based on our understanding of the existing subsurface conditions, review of applicable FDOT specifications, and the assumed pavement design parameters of a 20-year pavement design life with moderate traffic loadings.

Sufficient fill will be required in the proposed parking lot footprints to provide a minimum separation of at least 24 inches between the bottom of the base course and the normal permanent SHGW level for a crushed Bahama Stone base course. This separation can be reduced to 18 inches with employment of Graded Aggregate Base (GAB). We note that Escambia County may require Bahama Base Rock in lieu of Limerock base due to color ordinances.

Based on the results of our test borings, the subsurface conditions encountered appear to be adaptable for the following pavement sections.

STANDARD-DUTY PAVEMENT SECTION	
Structural Course (FDOT SuperPave – SP fine)	1½ inches
GAB or Crushed Bahama Stone Base Course (from an FDOT approved source, min. LBR of 100)	6 inches
Stabilized Subgrade (minimum LBR of 40)	12 inches
HEAVY-DUTY PAVEMENT SECTION (ENTRANCE DRIVES)	
Structural Course (FDOT SuperPave – SP fine)	2½ inches
GAB or Crushed Bahama Stone Base Course (from an FDOT approved source, min. LBR of 100)	8 inches
Stabilized Subgrade (minimum LBR of 40)	12 inches

We recommend specifying a minimum compaction requirement of at least 98 percent of the maximum dry density for the base course and stabilized subgrade course materials as determined by the Modified Proctor test method (ASTM D-1557). All asphalt material and paving operations should meet applicable specifications of the Asphalt Institute and FDOT requirements. A NOVA technician should observe placement and perform density testing of the stabilized subgrade, base course material and asphalt.

As was noted previously, stabilization of the native sandy materials to produce a Stabilized Subgrade course with a minimum Limerock Bearing Ratio (LBR) value of 40 will most likely be required, as the near-surface in-situ native fine-grained sands (SP) were found to have LBR values ranging between 20 and 25.

8.4 STORMWATER MANAGEMENT SYSTEMS

We understand that a stormwater management system (SMS) consisting of either a conventional shallow dry retention pond or a shallow perimeter swale is planned for each proposed parking lot to treat and dispose of stormwater runoff associated with the planned site improvements. Based on the results of the SMS test borings, the subsurface conditions encountered on the project sites appear to be adaptable for the treatment and disposal of stormwater runoff via the desired SMS. We recommend that the SMS geotechnical parameters provided on the following page in Table 1 and Table 2 be used in the SMS designs.

Table 1 – Via De Luna Drive SMS Soil Design Parameters	
Corresponding Soil Boring Test Locations	R-1
Approximate Depth to Confining Layer, BEG	> 4 feet
Measured Vertical Hydraulic Conductivity (Kv)	108 feet/day
Calculated Horizontal Hydraulic Conductivity (Kh)	162 feet/day
Estimated Infiltration Rate (DRI)	36 inches/hour
Estimated Fillable Porosity of Soil	25%
Estimated Depth to Normal Permanent SHGW table, feet BEG	2 feet

Table 2 – Fort Pickens Road at Sherriff Substation SMS Soil Design Parameters	
Corresponding Soil Boring Test Locations	R-2
Approximate Depth to Confining Layer, BEG	> 5 feet
Measured Vertical Hydraulic Conductivity (Kv)	81 feet/day
Calculated Horizontal Hydraulic Conductivity (Kh)	121 feet/day
Estimated Infiltration Rate (DRI)	27 inches/hour
Estimated Fillable Porosity of Soil	25%
Estimated Depth to Normal Permanent SHGW table, feet BEG	4 feet

The estimated normal permanent SHGW levels provided in Table 1 and Table 2 above are based on our experience with projects in this locale; the soil strata encountered in the test borings; the groundwater levels measured at the sites; and the published information by the "Web Soil Survey" National database, NRCS division of the United States Department of Agriculture (USDA). Please note that the measured hydraulic conductivity rates could be adversely impacted if siltation of the pond bottoms is allowed after construction.

9.0 CONSTRUCTION OBSERVATIONS

9.1 SUBGRADE

Once site grading is completed, the subgrade may be exposed to adverse construction activities and weather conditions. The subgrade should be well-drained to prevent the accumulation of water. If the exposed subgrade becomes saturated or frozen, the NOVA geotechnical engineer should be consulted.

A final subgrade evaluation should be performed by the NOVA geotechnical engineer immediately prior to pavement construction. If practical, proofrolling may be used to re-densify the surface and to detect any soil, which has become excessively wet or otherwise loosened.

9.2 PAVEMENTS

The recommended pavement sections should utilize materials and be constructed in accordance with applicable FDOT specifications. Also, NOVA should be retained during construction to confirm subgrade conditions are as anticipated and that the construction process is as required by the contract documents

APPENDIX A
Figures and Maps

APPENDIX B
Subsurface Data

APPENDIX C
Laboratory Data

APPENDIX D
Qualifications of Recommendations

QUALIFICATIONS OF RECOMMENDATIONS

The findings, conclusions and recommendations presented in this report represent our professional opinions concerning subsurface conditions at the site. The opinions presented are relative to the dates of our site work and should not be relied on to represent conditions at later dates or at locations not explored. The opinions included herein are based on information provided to us, the data obtained at specific locations during the study and our past experience. If additional information becomes available that might impact our geotechnical opinions, it will be necessary for NOVA to review the information, reassess the potential concerns, and re-evaluate our conclusions and recommendations.

Regardless of the thoroughness of a geotechnical exploration, there is the possibility that conditions between borings will differ from those encountered at specific boring locations, that conditions are not as anticipated by the designers and/or the contractors, or that either natural events or the construction process have altered the subsurface conditions. These variations are an inherent risk associated with subsurface conditions in this region and the approximate methods used to obtain the data. These variations may not be apparent until construction.

The professional opinions presented in this geotechnical report are not final. Field observations and foundation installation monitoring by the geotechnical engineer, as well as soil density testing and other quality assurance functions associated with site earthwork and foundation construction, are an extension of this report. Therefore, NOVA should be retained by the owner to observe all earthwork and foundation construction to document that the conditions anticipated in this study actually exist, and to finalize or amend our conclusions and recommendations. NOVA is not responsible or liable for the conclusions and recommendations presented in this report if NOVA does not perform these observation and testing services.

This report is intended for the sole use of **Hammond Engineering, Inc.** only. The scope of work performed during this study was developed for purposes specifically intended by **Hammond Engineering, Inc.** and may not satisfy other users' requirements. Use of this report or the findings, conclusions or recommendations by others will be at the sole risk of the user. NOVA is not responsible or liable for the interpretation by others of the data in this report, nor their conclusions, recommendations or opinions.

Our professional services have been performed, our findings obtained, our conclusions derived and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices in the State of Florida. This warranty is in lieu of all other statements or warranties, either expressed or implied.

APPENDIX A
Figures and Maps

Base map provided by ***Google Earth***

Scale: Not To Scale **Date Drawn:** September 20, 2017 **Drawn By:** J. James **Checked By:** W. Lawrence	NOVA 140-A Lurton Street Pensacola, Florida 32505 850.607.7782 ♦ 850.249.6683	**PROJECT LOCATION MAP** **PBCMP – Project 2G Parking Lots** Gulf Breeze, Santa Rosa County, Florida *NOVA Project Number 8217147*

Exhibit I - Technical Specifications
Soil Map—Escambia County, Florida
(8217141PBCMP – Alternate 2G – Casino Beach Parking Lot)

Map Scale: 1:1,150 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 15 30 60 90

Feet
0 50 100 200 300

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Escambia County, Florida
Survey Area Data: Version 14, Sep 23, 2016

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 10, 2015—Feb 18, 2015

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Escambia County, Florida (FL033)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
44	Corolla-Urban land complex, 0 to 5 percent slopes, rarely flooded	2.8	100.0%
Totals for Area of Interest		**2.8**	**100.0%**

Exhibit I - Technical Specifications
Soil Map—Escambia County, Florida
(8217141 PBCMP – Alternate 2G – Casino Beach Parking Lot)

Map Scale: 1:831 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 10 20 40 60

Feet
0 40 80 160 240

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Escambia County, Florida
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Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 10, 2015—Feb 18, 2015

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Escambia County, Florida (FL033)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
8	Newhan-Corolla complex, rolling, rarely flooded	1.8	100.0%
Totals for Area of Interest		**1.8**	**100.0%**

Exhibit I - Technical Specifications
Soil Map—Escambia County, Florida
(8217141 PBCMP – Alternate 2G – Old Visitor Center Parking Lot)

Map Scale: 1:838 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 10 20 40 60

Feet
0 40 80 160 240

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Escambia County, Florida
Survey Area Data: Version 14, Sep 23, 2016

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 10, 2015—Feb 18, 2015

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Escambia County, Florida (FL033)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
16	Arents-Urban land complex	0.1	14.2%
44	Corolla-Urban land complex, 0 to 5 percent slopes, rarely flooded	0.6	85.8%
Totals for Area of Interest		**0.7**	**100.0%**

APPENDIX B
Subsurface Data

TOTAL PARKING PROVIDED:
167 SPACES

ADA ACCESSIBLE PARKING:
6 SPACES
(WITH 60" ACCESS AISLE: 5 SPACES
VAN ACCESSIBLE WITH 96" ACCESS AISLE: 1 SPACES)

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
TASK 2G- PARKING RECOMMENDATIONS
VIA DE LUNA DRIVE
PARKING EXHIBIT

VOLKERT

LEGEND

A-x = 5-ft Auger Boring

R-x = 10-ft SMS Auger Boring

L-X = LBR Sample Location

Scale: Not To Scale	
Date Drawn: September 20, 2017	
Drawn By: J. James	
Checked By: W. Lawrence	

NOVA
140-A Lurton Street
Pensacola, Florida 32505
850.607.7782 ♦ 850.249.6683

PROPOSED BORING LOCATION PLAN

PBCMP – Alternate 2G – Via De Luna Drive Parking Lot

Pensacola Beach, Escambia County, Florida

NOVA Project Number 8217141

PARKING LOT
TOTAL PARKING PROVIDED:
106 SPACES

ADA ACCESSIBLE PARKING:
6 SPACES
(WITH 60" ACCESS AISLE: 4 SPACES
VAN ACCESSIBLE WITH 96" ACCESS AISLE: 2 SPACES)

OPTIONAL SHERIFF/LIFEGUARD PARKING AREA
30 SPACES

GRAPHIC SCALE IN FEET
FULL SIZE 1" = 30'
HALF SIZE 1" = 60'

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
TASK 2G- PARKING RECOMMENDATIONS
CASINO BEACH
PARKING EXHIBIT

VOLKERT

LEGEND

A-x = 5-ft Auger Boring

R-x = 10-ft SMS Auger Boring

L-X = LBR Sample Location

Scale: Not To Scale	
Date Drawn: September 20, 2017	
Drawn By: J. James	
Checked By: W. Lawrence	

NOVA
140-A Lurton Street
Pensacola, Florida 32505
850.607.7782 ♦ 850.249.6683

PROPOSED BORING LOCATION PLAN
PBCMP – Alternate 2G – Casino Beach Parking Lot
Pensacola Beach, Escambia County, Florida
NOVA Project Number 8217141

N
W E
S
30 15 0 30
GRAPHIC SCALE IN FEET
FULL SIZE 1" = 30'
HALF SIZE 1" = 60'

TOTAL PARKING PROVIDED:
16 SPACES

ADA ACCESSIBLE PARKING:
1 SPACE
(WITH 60" ACCESS AISLE: 0 SPACES
VAN ACCESSIBLE WITH 96" ACCESS AISLE: 1 SPACE)

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
TASK 2G- PARKING RECOMMENDATIONS
PENSACOLA BEACH OLD VISITOR CENTER
PARKING EXHIBIT

VOLKERT

LEGEND

A-x = 5-ft Auger Boring

L-X = LBR Sample Location

Scale: Not To Scale **Date Drawn:** September 20, 2017 **Drawn By:** J. James **Checked By:** W. Lawrence	NOVA	140-A Lurton Street Pensacola, Florida 32505 850.607.7782 ♦ 850.249.6683

PROPOSED BORING LOCATION PLAN
PBCMP – Alternate 2G – Old Visitor Center Parking Lot
Pensacola Beach, Escambia County, Florida
NOVA Project Number 8217141

KEY TO BORING LOGS

SYMBOLS AND ABBREVIATIONS

SYMBOL	DESCRIPTION
N-Value	No. of Blows of a 140-lb. Weight Falling 30 Inches Required to Drive a Standard Spoon 1 Foot
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
	Sample from Auger Cuttings
	Standard Penetration Test Sample
	Thin-wall Shelby Tube Sample (Undisturbed Sampler Used)
% REC	Percent Core Recovery from Rock Core Drilling
RQD	Rock Quality Designation
	Stabilized Groundwater Level
	Seasonal High Groundwater Level (also referred to as the W.S.W.T.)
NE	Not Encountered
GNE	Groundwater Not Encountered
BT	Boring Terminated
-200 (%)	Fines Content or % Passing No. 200 Sieve
MC (%)	Moisture Content
LL	Liquid Limit (Atterberg Limits Test)
PI	Plasticity Index (Atterberg Limits Test)
K	Coefficient of Permeability
Org. Cont.	Organic Content
G.S. Elevation	Ground Surface Elevation

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES
COARSE-GRAINED SOILS More than 50% retained on the No. 200 sieve*	GRAVELS 50% or more of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
			GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
		GRAVELS WITH FINES	GM	Silty gravels and gravel-sand-silt mixtures
			GC	Clayey gravels and gravel-sand-clay mixtures
	SANDS More than 50% of coarse fraction passes No. 4 sieve	CLEAN SANDS 5% or less passing No. 200 sieve	SW**	Well-graded sands and gravelly sands, little or no fines
			SP**	Poorly graded sands and gravelly sands, little or no fines
		SANDS with 12% or more passing No. 200 sieve	SM**	Silty sands, sand-silt mixtures
			SC**	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS 50% or more passes the No. 200 sieve*	SILTS AND CLAYS Liquid limit 50% or less		ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, lean clays
			OL	Organic silts and organic silty clays of low plasticity
	SILTS AND CLAYS Liquid limit greater than 50%		MH	Inorganic silts, micaceous or diamicaceous fine sands or silts, elastic silts
			CH	Inorganic clays or clays of high plasticity, fat clays
			OH	Organic clays of medium to high plasticity
			PT	Peat, muck and other highly organic soils

*Based on the material passing the 3-inch (75 mm) sieve
** Use dual symbol (such as SP-SM and SP-SC) for soils with more than 5% but less than 12% passing the No. 200 sieve

RELATIVE DENSITY
(Sands and Gravels)
Very loose – Less than 4 Blow/Foot
Loose – 4 to 10 Blows/Foot
Medium Dense – 11 to 30 Blows/Foot
Dense – 31 to 50 Blows/Foot
Very Dense – More than 50 Blows/Foot

CONSISTENCY
(Silts and Clays)
Very Soft – Less than 2 Blows/Foot
Soft – 2 to 4 Blows/Foot
Medium Stiff – 5 to 8 Blows/Foot
Stiff – 9 to 15 Blows/Foot
Very Stiff – 16 to 30 Blows/Foot
Hard – More than 30 Blows/Foot

RELATIVE HARDNESS
(Limestone)
Soft – 100 Blows for more than 2 Inches
Hard – 100 Blows for less than 2 Inches

MODIFIERS

These modifiers Provide Our Estimate of the Amount of Minor Constituents (Silt or Clay Size Particles) in the Soil Sample
Trace – 5% or less
With Silt or With Clay – 6% to 11%
Silty or Clayey – 12% to 30%
Very Silty or Very Clayey – 31% to 50%

These Modifiers Provide Our Estimate of the Amount of Organic Components in the Soil Sample
Trace – Less than 3%
Few – 3% to 4%
Some – 5% to 8%
Many – Greater than 8%

These Modifiers Provide Our Estimate of the Amount of Other Components (Shell, Gravel, Etc.) in the Soil Sample
Trace – 5% or less
Few – 6% to 12%
Some – 13% to 30%
Many – 31% to 50%

NOVA

TEST BORING RECORD A-1

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: ▽ 2.3 ft. AFTER 24 HOURS: ▼ _____ CAVING> ⊂ 3.5 ft.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		TOPSOIL (Approx. 1-inch)				
		White fine-grained SAND (SP)				
		Off-white/gray fine-grained SAND (SP)				
1						
		White/gray fine-grained SAND (SP)				
2				▽		
3						
				⊂		
		Boring Terminated at 3.5 ft.				
4						
5						
6						
7						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-2

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: GNE AFTER 24 HOURS: CAVING>

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		TOPSOIL (Approx. 1-inch)				
		Light brown fine-grained SAND (SP)				
1		Brown fine-grained SAND with Silt (SP-SM)				
		Light brown fine-grained SAND with rock (SP)				
2		Auger Refusal at 2 ft. Boring Terminated at 2 ft.				
3						
4						
5						
6						
7						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-3

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: ▽ 3.5 ft. AFTER 24 HOURS: ▼ _____ CAVING> ⌭ 4 ft.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		TOPSOIL (Approx. 3-inch)				
		White/gray fine-grained SAND (SP)				
1						
2						
3				▽		
4		Boring Terminated at 4 ft.		⌭		
5						
6						
7						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-4

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: ▽ 2.7 ft. AFTER 24 HOURS: ▼ _____ CAVING> ⊂ 3.5 ft.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		TOPSOIL (Approx. 1-inch)				
		White/light-brown fine-grained SAND (SP)				
1						
2		Trace rock				
		White fine-grained SAND (SP)		▽		
3						
		Boring Terminated at 3.5 ft.		⊂		
4						
5						
6						
7						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-5

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: ▽ 2.7 ft. AFTER 24 HOURS: ▼ _____ CAVING> ◡ 4 ft.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0						
		Light brown fine-grained SAND (SP)				
1						
2		White fine-grained SAND (SP)				
3				▽		
4				◡		
		Boring Terminated at 4 ft.				
5						
6						
7						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-6

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: ▽ 3 ft. AFTER 24 HOURS: ▼ _____ CAVING> ◡ 4 ft.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0						
		Light brown fine-grained SAND (SP)				
1						
		Trace rock				
2						
		Dark gray fine-grained SAND (SP)				
3				▽		
		White fine-grained SAND (SP)				
4				◡		
		Boring Terminated at 4 ft.				
5						
6						
7						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE

PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

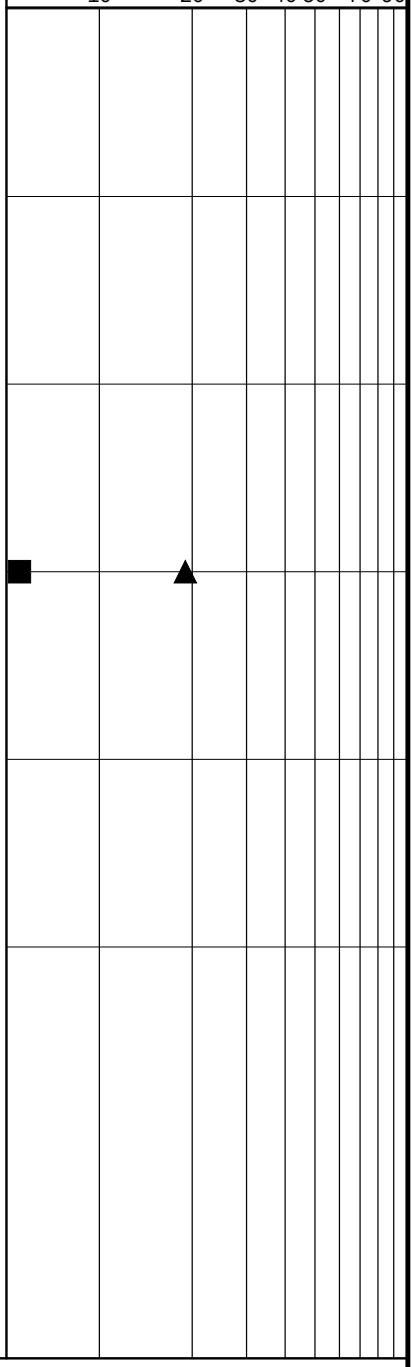
TEST BORING RECORD A-7

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: ▽ 3.3 ft. AFTER 24 HOURS: ▼ _____ CAVING> _____

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0						
		Light brown fine-grained SAND (SP)				
1						
2		Off-white/gray fine-grained SAND (SP)				
3						
		Gray fine-grained SAND (SP)		▽		
4						
5						
		Boring Terminated at 5 ft.				
6						
7						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE

PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90



This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-8

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: ▽ 3.5 ft. AFTER 24 HOURS: ▼ _____ CAVING> _____

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		Light brown fine-grained SAND (SP)				
1		Off-white/light brown fine-grained SAND (SP)				
2						
3						
4		White fine-grained SAND (SP)		▽		
5		Boring Terminated at 5 ft.				
6						
7						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE

PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-9

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: GNE AFTER 24 HOURS: CAVING>

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		Brown fine-grained SAND (SP)				
1		Gravel (GP)				
		Auger Refusal at 1 ft. Boring Terminated at 1 ft.				
2						
3						
4						
5						
6						
7						

%<#200
BLOW COUNT
NATURAL MOISTURE
PLASTIC LIMIT — LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-10

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: GNE AFTER 24 HOURS: CAVING>

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		Off-white/light brown fine-grained SAND (SP)				
4		White fine-grained SAND (SP)				
5		Boring Terminated at 5 ft.				

%<#200
BLOW COUNT
NATURAL MOISTURE
PLASTIC LIMIT — LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-11

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: GNE AFTER 24 HOURS: CAVING>

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		White fine-grained SAND (SP)				
1						
2		Orange-stained				
3		Light brown fine-grained SAND with shells (SP)				
4		White fine-grained SAND (SP)				
5		Boring Terminated at 5 ft.				
6						
7						

%<#200
BLOW COUNT
NATURAL MOISTURE
PLASTIC LIMIT — LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-12

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: GNE AFTER 24 HOURS: CAVING>

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		White fine-grained SAND (SP)				
1						
2						
3						
4						
5		Boring Terminated at 5 ft.				
6						
7						

%<#200
BLOW COUNT
NATURAL MOISTURE
PLASTIC LIMIT — LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-13

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: GNE AFTER 24 HOURS: CAVING>

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		Off-white/light brown fine-grained SAND (SP)				
1						
2		White fine-grained SAND (SP)				
3						
4						
5		Boring Terminated at 5 ft.				
6						
7						

%<#200
BLOW COUNT
NATURAL MOISTURE
PLASTIC LIMIT — LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-14

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: GNE AFTER 24 HOURS: CAVING>

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		White fine-grained SAND (SP)				
1						
2						
3						
4		Orange-stained				
5		Off-white fine-grained SAND (SP)				
6		Boring Terminated at 5 ft.				
7						

%<#200
BLOW COUNT
NATURAL MOISTURE
PLASTIC LIMIT — LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-15

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: GNE AFTER 24 HOURS: CAVING>

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		Off-white fine-grained SAND (SP)				
1						
2		White fine-grained SAND (SP)				
3						
4						
5		Boring Terminated at 5 ft.				
6						
7						

%<#200
BLOW COUNT
NATURAL MOISTURE
PLASTIC LIMIT — LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-16

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: GNE AFTER 24 HOURS: CAVING>

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		Off-white fine-grained SAND (SP)				
1						
2						
3						
4						
		Slight orange stain				
5		Boring Terminated at 5 ft.				
6						
7						

%<#200
BLOW COUNT
NATURAL MOISTURE
PLASTIC LIMIT — LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-17

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: GNE AFTER 24 HOURS: CAVING>

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		White fine-grained SAND (SP)				
1						
2						
3						
4						
5		Boring Terminated at 5 ft.				
6						
7						

%<#200
BLOW COUNT
NATURAL MOISTURE
PLASTIC LIMIT — LIQUID LIMIT
10 20 30 40 50 70 90

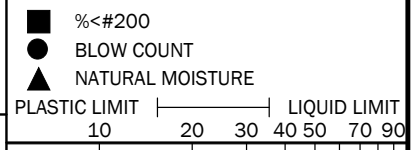
This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-18

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: GNE AFTER 24 HOURS: CAVING>

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		White fine-grained SAND (SP)				
1						
2						
3						
4						
5		Boring Terminated at 5 ft.				
6						
7						



This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-19

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: GNE AFTER 24 HOURS: CAVING>

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		TOPSOIL (Approx. 6-inches)				
1		Orange-brown fine-grained SAND with Silt and shells (SP-SM)				
2		Gravel (GP)				
		Auger Refusal at 2 ft. Boring Terminated at 2 ft.				
3						
4						
5						
6						
7						

%<#200
BLOW COUNT
NATURAL MOISTURE
PLASTIC LIMIT — LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD A-20

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: ▽ 3.3 ft. AFTER 24 HOURS: ▼ _____ CAVING> _____

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		TOPSOIL (Approx. 6-inches)				
1		Off-white fine-grained SAND (SP)				
2		Brown fine-grained SAND (SP)				
3		White/orange-stained fine-grained SAND (SP)		▽		
4						
5		Boring Terminated at 5 ft.				
6						
7						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD R-1

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: ▽ 2.2 ft. AFTER 24 HOURS: ▼ _____ CAVING> ◡ 4 ft.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		TOPSOIL (Approx. 1-inch)				
		White fine-grained SAND (SP)				
1						
2				▽		
3						
4		Boring Terminated at 4 ft.		◡		
5						
6						
7						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

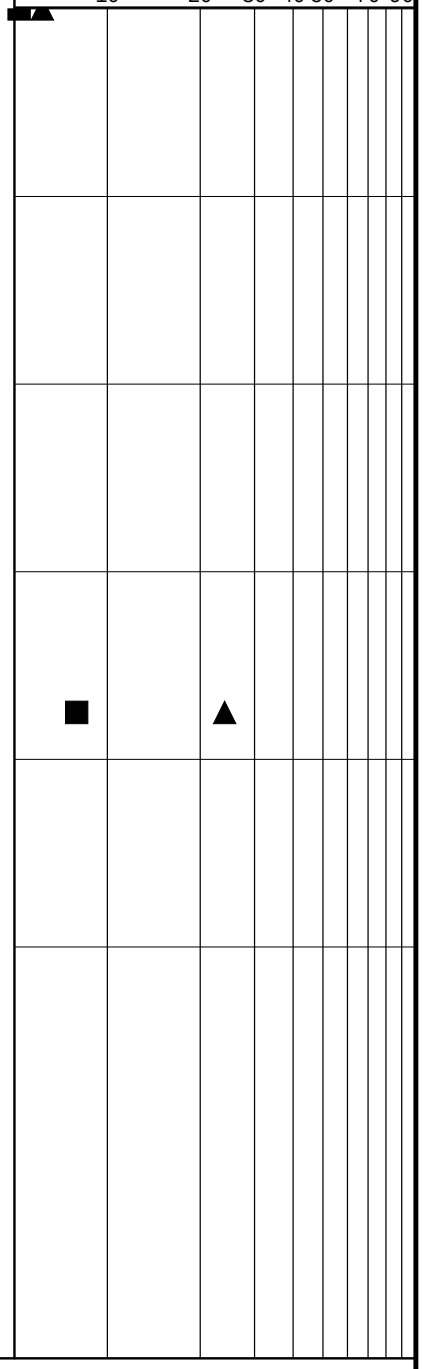
NOVA

TEST BORING RECORD R-2

PROJECT: Congestion Mgmt. Plan-Alternate 2G PROJECT NO.: 8217141
CLIENT: Volkert, Inc.
PROJECT LOCATION: Pensacola Beach, Escambia County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: B. Pement LOGGED BY: B. Pement
DRILLING METHOD: Hand Auger Boring DATE: 9/1/2017
DEPTH TO - WATER> INITIAL: ▽ 4 ft. AFTER 24 HOURS: ▼ _____ CAVING> ⌭ 5 ft.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		White fine-grained SAND (SP)				
1						
2						
3						
4		Dark brown fine-grained SAND with Silt (SP-SM)		▽		
		Gray/brown fine-grained SAND (SP)				
5				⌭		
		Boring Terminated at 5 ft.				
6						
7						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90



This information pertains only to this boring and should not be interpreted as being indicative of the site.

APPENDIX C
Laboratory Data

SUMMARY OF CLASSIFICATION & INDEX TESTING

PBCMP Project 2G Parking Lots

Pensacola Beach, Escambia County, Florida

NOVA Project Number 8217141

SUMMARY OF CLASSIFICATION AND INDEX TESTING						
Boring No.	Sample Depth	Natural Moisture (%)	Percent Fines (- #200)	Hydraulic Conductivity		USCS Soil Classification
				K_{vs} (ft/day)	Unit Weight of Sample (pcf)	
A-5	0-1.5’	4	2	---	---	SP
A-7	3’-5’	20	1	---	---	SP
A-10	0-4’	4	1	---	---	SP
A-19	0.5’-1.5’	9	5	---	---	SP
R-1	1’-4’	7	0	108	95	SP
R-2	0-4’	3	0	81	95	SP
LBR-1	0-1’	3	1	---	---	SP
LBR-2	0-1’	2	0	---	---	SP
LBR-3	0-1’	2	0	---	---	SP

REMOLDED LABORATORY PERMEABILITY TEST DATA SHEET

PROJECT: PBCMP Project 2G Parking Lots **NOVA PROJECT #:** 8217141

DATE: 9/7/2017 **ASSIGNED BY:** JAJ **TESTED BY:** BP

Sample LOCATION / BORING NO.	R-1
Sample NUMBER / DEPTH	0-4'

PERMEABILITY TESTING SUMMARY			
PERMEABILITY (K_V)	→	108	ft/day
Corresponding K_h	→	162	ft/day
DRY DENSITY	→	95	lbs/ft^3
MOISTURE CONTENT	→	7	%
-200 FINES CONTENT	→	0	%

FALLING HEAD PERMEABILITY (ASTM D 5084)

No. of LAYERS:	3	Wt. of MOLD (lbs):	4.51
BLOWS/LAYER:	15	Wt. of MOLD/SOIL (lbs):	7.88

HEIGHT (FT)	TRIAL #1 (SEC)	TRIAL #2 (SEC)	PERMEABILITY
7	0.0		3.77E-02
6	0.8		4.06E-02
5	1.2		3.99E-02
4	1.8		3.16E-02
3	2.5		4.08E-02
2	3.5		
1	5.2		
		3.8E-02	cm/sec

MOISTURE CONTENT (ASTM D 2216)

Pan NUMBER	P
Wt. of WET SOIL & PAN (g)	160.5
Wt. of DRY SOIL & PAN (g)	154.4
Wt. of PAN (g)	65.4
Wt. of Water (g)	6.1
Wt. of Dry Soil (g)	89.0
MOISTURE CONTENT (%)	6.9

-200 SIEVE WASH (ASTM D 1140)

Pan NUMBER	B
Wt. of DRY SOIL & PAN (g)	154.4
Wt. of WASH SOIL & PAN (g)	154.2
Wt. of PAN (g)	65.4
Wt. of Original Dry Sample (g)	89.0
Wt. of -200 Material (g)	0.2
Wt. of Washed Dry Sample (g)	88.8
-200 FINES CONTENT (%)	0.2

NUMBER OF INCHES MOLD WAS SHORT? 0.000 INCHES (ZERO INCHES IS DEFAULT)

PERMEABILITY CONSTANT USED WAS → 0.23 (Includes 3/8"ID tubing)

NOVA

REMOLDED LABORATORY PERMEABILITY TEST DATA SHEET

PROJECT: PBCMP Project 2G Parking Lots **NOVA PROJECT #:** 8217141

DATE: 9/7/2017 **ASSIGNED BY:** JAJ **TESTED BY:** BP

Sample LOCATION / BORING NO.	R-2
Sample NUMBER / DEPTH	0-4'

PERMEABILITY TESTING SUMMARY			
PERMEABILITY (K_V)	→	81	ft/day
Corresponding K_h	→	121	ft/day
DRY DENSITY	→	95	lbs/ft^3
MOISTURE CONTENT	→	3	%
-200 FINES CONTENT	→	0	%

FALLING HEAD PERMEABILITY (ASTM D 5084)

No. of LAYERS:	3	Wt. of MOLD (lbs):	4.51
BLOWS/LAYER:	15	Wt. of MOLD/SOIL (lbs):	7.75

HEIGHT (FT)	TRIAL #1 (SEC)	TRIAL #2 (SEC)	PERMEABILITY
7	0.0		2.87E-02
6	0.9		2.93E-02
5	1.5		2.95E-02
4	2.3		2.41E-02
3	3.3		3.11E-02
2	4.6		
1	6.8		
		2.9E-02	cm/sec

MOISTURE CONTENT (ASTM D 2216)

Pan NUMBER	T
Wt. of WET SOIL & PAN (g)	148.8
Wt. of DRY SOIL & PAN (g)	146.5
Wt. of PAN (g)	65.3
Wt. of Water (g)	2.3
Wt. of Dry Soil (g)	81.2
MOISTURE CONTENT (%)	2.8

-200 SIEVE WASH (ASTM D 1140)

Pan NUMBER	B
Wt. of DRY SOIL & PAN (g)	146.5
Wt. of WASH SOIL & PAN (g)	146.1
Wt. of PAN (g)	65.3
Wt. of Original Dry Sample (g)	81.2
Wt. of -200 Material (g)	0.4
Wt. of Washed Dry Sample (g)	80.8
-200 FINES CONTENT (%)	0.5

NUMBER OF INCHES MOLD WAS SHORT? 0.000 INCHES (ZERO INCHES IS DEFAULT)

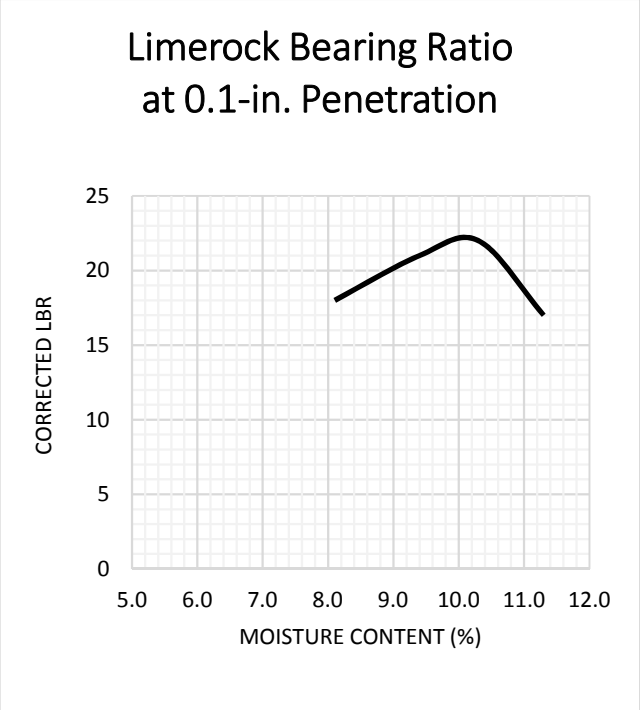
PERMEABILITY CONSTANT USED WAS → 0.23 (Includes 3/8"ID tubing)

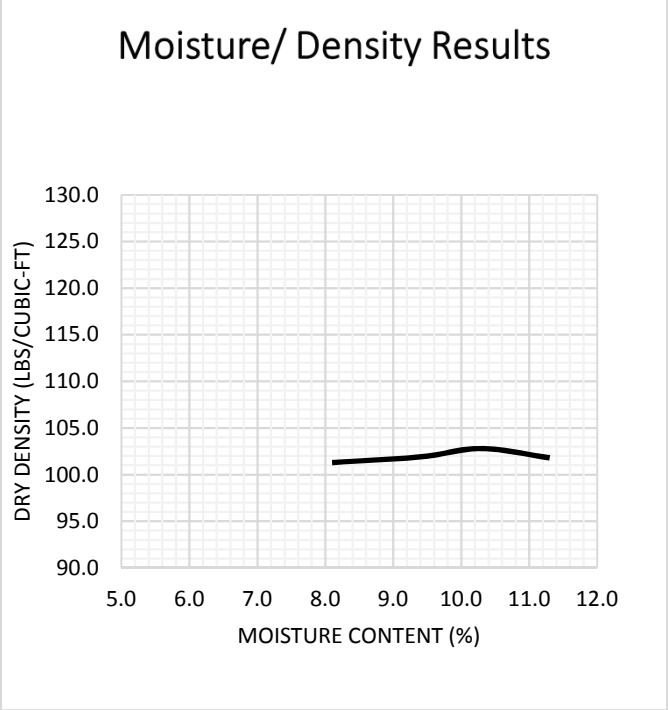
NOVA

Report of Limerock Bearing Ratio

FM 5-515

Project Number	8217141
Project Name	PBCMP Project 2G Parking Lots
Material Description	Light Brown Fine-Grained SAND (SP)
Sample Number	LBR-1
Date Tested	7/12/2017





Mold #	1	2	3	4	
Dry Density (pcf)	101.3	101.9	102.8	101.8	
Moisture Content (%)	8.1	9.4	10.3	11.3	
LBR Value	18	21	22	17	

Percent Passing 3/4" Sieve	100.0%
Percent Passing #4 Sieve	100.0%
Percent Passing #200 Sieve	1.2%
Maximium Density	102.8
Optimium Moisture	10.3%
Estimated LBR	22

Test Remarks:
Compacted using ASTM D1557/T180 (Modified Proctor Method)

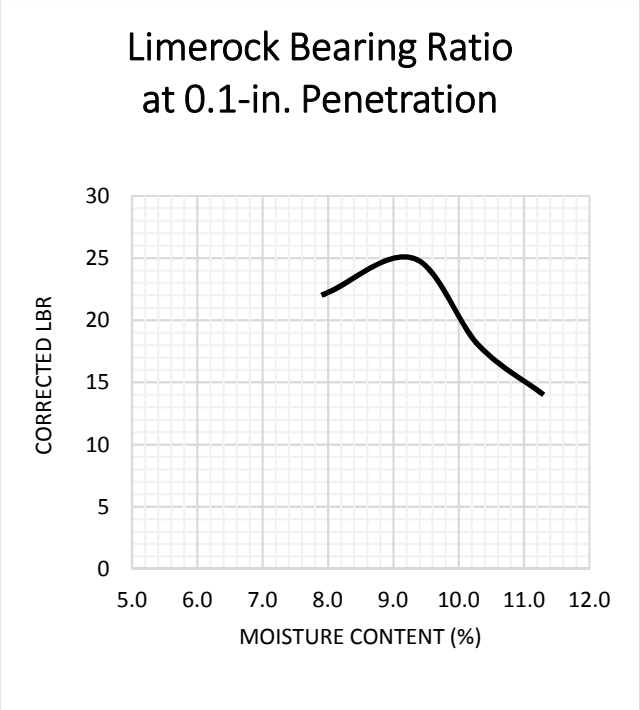
NOVA Technician: J. James

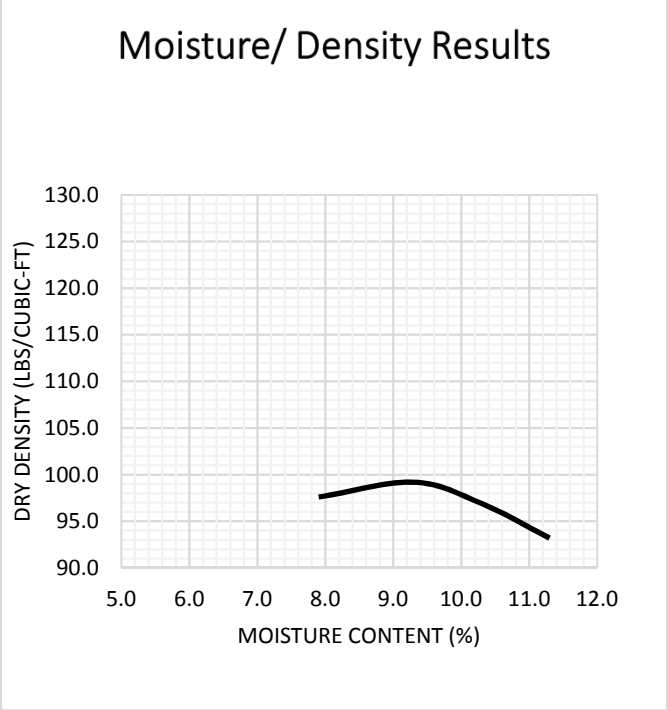
Reviewed By: W. Lawrence

Report of Limerock Bearing Ratio

FM 5-515

Project Number	8217141
Project Name	PBCMP Project 2G Parking Lots
Material Description	White Fine-Grained SAND (SP)
Sample Number	LBR-2
Date Tested	7/12/2017





Mold #	1	2	3	4	
Dry Density (pcf)	97.6	99.2	96.9	93.2	
Moisture Content (%)	7.9	9.3	10.3	11.3	
LBR Value	22	25	18	14	

Percent Passing 3/4" Sieve	100.0%
Percent Passing #4 Sieve	100.0%
Percent Passing #200 Sieve	0.9%
Maximium Density	99.2
Optimium Moisture	9.3%
Estimated LBR	25

Test Remarks:
Compacted using ASTM D1557/T180 (Modified Proctor Method)

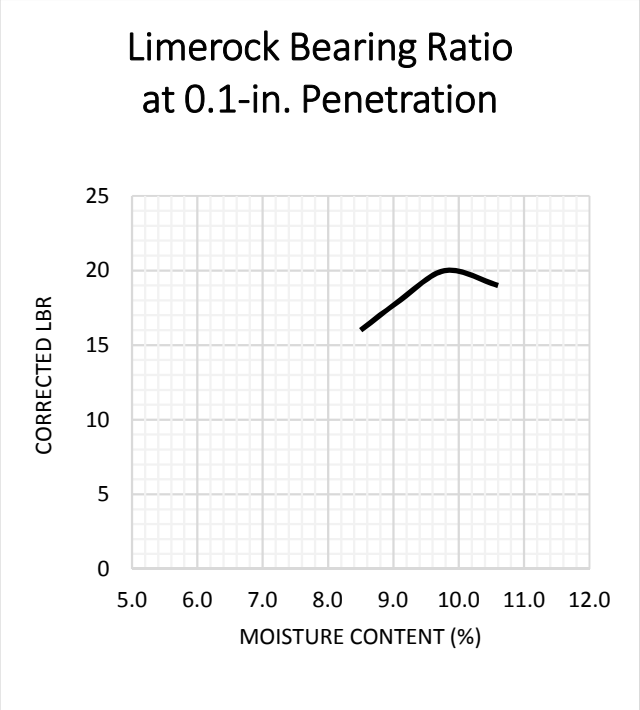
NOVA Technician: J. James

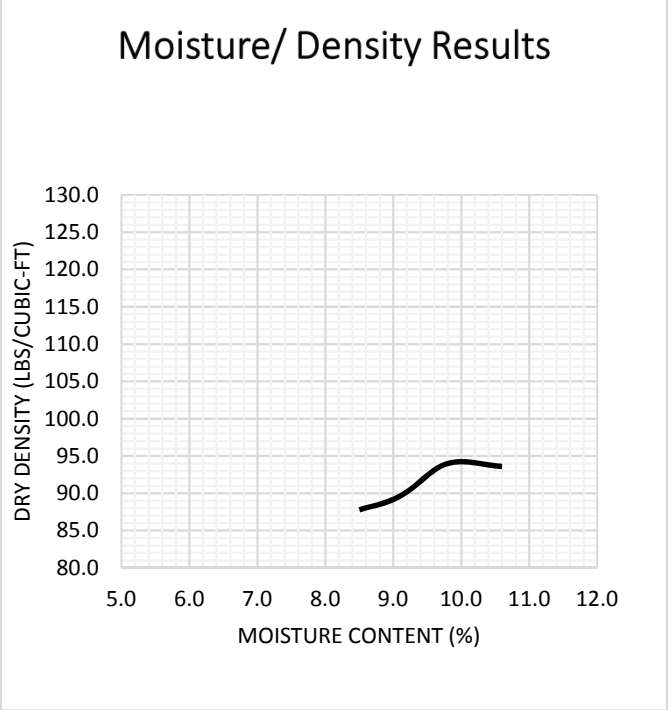
Reviewed By: W. Lawrence

Report of Limerock Bearing Ratio

FM 5-515

Project Number	8217141
Project Name	PBCMP Project 2G Parking Lots
Material Description	Grey Fine-Grained SAND (SP)
Sample Number	LBR-3
Date Tested	7/12/2017





Mold #	1	2	3	4	
Dry Density (pcf)	87.8	89.6	94.0	93.6	
Moisture Content (%)	8.5	9.1	9.8	10.6	
LBR Value	16	18	20	19	

Percent Passing 3/4" Sieve	100.0%
Percent Passing #4 Sieve	100.0%
Percent Passing #200 Sieve	1.5%
Maximium Density	94.0
Optimium Moisture	9.8%
Estimated LBR	20

Test Remarks:
Compacted using ASTM D1557/T180 (Modified Proctor Method)

NOVA Technician: J. James

Reviewed By: W. Lawrence

APPENDIX D
Geophysical Exploration

Scale: Not To Scale	
Date Drawn: September 28, 2017	
Drawn By: J. James	
Checked By: W. Lawrence	

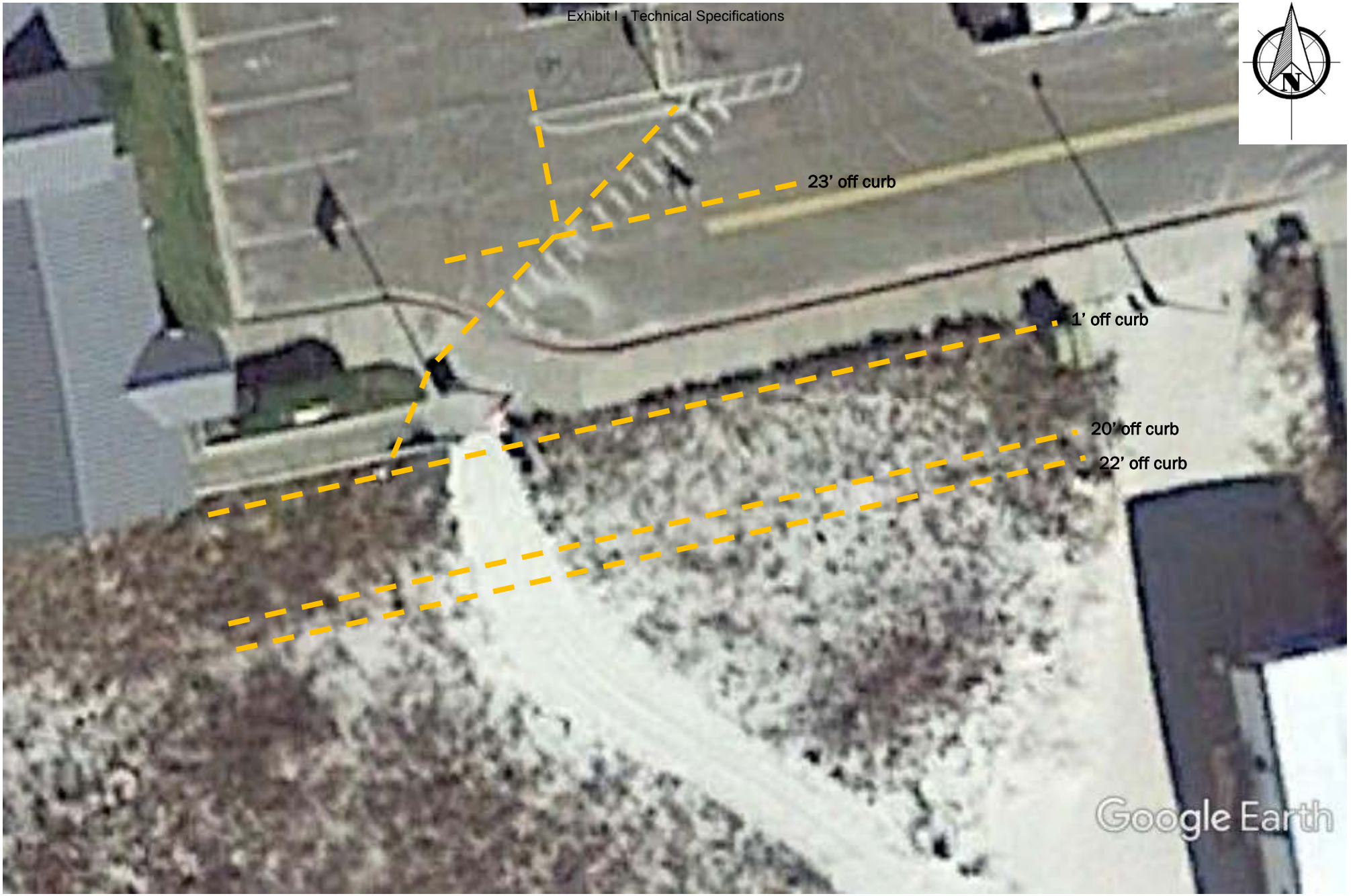
NOVA
140-A Lurton Street
Pensacola, Florida 32505
850.607.7782 ♦ 850.249.6683

GPR APPROXIMATE TARGET LOCATION MAP

PBCMP – Alternate 2G – Via De Luna Drive Parking Lot

Pensacola Beach, Escambia County, Florida

NOVA Project Number 8217141



Scale: Not To Scale **Date Drawn:** September 28, 2017 **Drawn By:** J. James **Checked By:** W. Lawrence	NOVA 140-A Lurton Street Pensacola, Florida 32505 850.607.7782 ♦ 850.249.6683	**GPR APPROXIMATE TARGET LOCATION MAP** **PBCMP – Alternate 2G – Casino Beach Parking Lot** Pensacola Beach, Escambia County, Florida *NOVA Project Number 8217141*

Scale: Not To Scale **Date Drawn:** September 28, 2017 **Drawn By:** J. James **Checked By:** W. Lawrence	NOVA 140-A Lurton Street Pensacola, Florida 32505 850.607.7782 ♦ 850.249.6683	**GPR APPROXIMATE TARGET LOCATION MAP** **PBCMP – Alternate 2G – Casino Beach Parking Lot** Pensacola Beach, Escambia County, Florida *NOVA Project Number 8217141*

APPENDIX E
Qualifications of Recommendations

QUALIFICATIONS OF RECOMMENDATIONS

The findings, conclusions and recommendations presented in this report represent our professional opinions concerning subsurface conditions at the site. The opinions presented are relative to the dates of our site work and should not be relied on to represent conditions at later dates or at locations not explored. The opinions included herein are based on information provided to us, the data obtained at specific locations during the study, and our previous experience. If additional information becomes available which might impact our geotechnical opinions, it will be necessary for NOVA to review the information, re-assess the potential concerns, and re-evaluate our conclusions and recommendations.

Regardless of the thoroughness of a geotechnical exploration, there is the possibility that conditions between borings may differ from those encountered at specific boring locations, that conditions are not as anticipated by the designers and/or the contractors, or that either natural events or the construction process has altered the subsurface conditions. These variations are an inherent risk associated with subsurface conditions in this region and the approximate methods used to obtain the data. These variations may not be apparent until construction.

The professional opinions presented in this report are not final. Field observations and foundation installation monitoring by the geotechnical engineer, as well as soil density testing and other quality assurance functions associated with site earthwork and foundation construction, are an extension of this report. Therefore, NOVA should be retained by the owner to observe all earthwork and foundation construction to confirm that the conditions anticipated in this study actually exist, and to finalize or amend our conclusions and recommendations. NOVA is not responsible or liable for the conclusions and recommendations presented in this report if NOVA does not perform these observations and testing services.

This report is intended for the sole use of **Volkert, Inc.** only. The scope of work performed during this study was developed for purposes specifically intended by **Volkert, Inc.** only, and may not satisfy other users' requirements. Use of this report or the findings, conclusions or recommendations by others will be at the sole risk of the user. NOVA is not responsible or liable for the interpretation by others of the data in this report, nor their conclusions, recommendations or opinions.

Our professional services have been performed, our findings obtained, our conclusions derived and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices in the State of Florida. This warranty is in lieu of all other statements or warranties, either expressed or implied.

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical- engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply this report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by*: the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold- prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical- engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

CONGESTION MANAGEMENT PLAN PHASE II SHERIFF'S PARKING LOT
SPECIFICATION NUMBER PD 17-18.074

BIDS WILL BE RECEIVED UNTIL 1:00 PM CDT, AUGUST 16, 2018
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **1:00 PM CDT, July 31, 2018**

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven Barry
Grover C. Robinson, IV
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE
In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-

local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts

paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
CONGESTION MANAGEMENT PLAN PHASE II SHERIFF'S PARKING LOT
SPECIFICATION PD 17-18.074

HOW TO SUBMIT YOUR BID:

Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:

- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:

If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

CONGESTION MANAGEMENT PLAN PHASE II SHERIFF'S PARKING LOT
PD 17-18.074

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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Solicitation, Offer, and Bid Form *	*
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* Solicitation, Offer, and Bid Form are located on the attached Excel spreadsheet. Please see following page for more details.

IMPORTANT NOTICE

THE BID FORM FOR THIS SOLICITATION IS NOW LOCATED ON THE ATTACHED EXCEL SPREADSHEET:
"*PD 17-18.074 CONGESTION MANAGEMENT PLAN PHASE II SHERIFF'S PARKING LOT BID SPREADSHEET*".

BIDDERS ARE REQUIRED TO COMPLETE THE BID FORM ON THE SPREADSHEET AND PRINT IT FOR SIGNATURE.

THE PRINTED BID FORM MUST BE SUBMITTED WITH AN ORIGINAL SIGNATURE OR THE BID WILL NOT BE ACCEPTED.

THE EXCEL SPREADSHEET MUST BE COMPLETED AND SUBMITTED VIA ELECTRONIC FORMAT (CD OR FLASH DRIVE)

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ☐ No ☐

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of five percent (5%) of bid.

The work shall be substantially completed within **one hundred twenty (120) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **one hundred fifty (150) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of $1,000.00 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

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

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

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_☐_ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_☐_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)
Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click “Solicitations”.

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers’ Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.074, "Congestion Management Plan Phase II Sheriff's Parking Lot", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Project Narrative

The Casino Beach parking area includes the construction of 80 parking spaces on the county owned property south and west of the Pensacola beach Sheriff's substation. The parking lot will provide a new full access driveway connection and right turn lane on Fort Pickens Road as well as a connection to the existing Casino Beach Parking Area. The project includes clearing and grubbing, grading, paving, storm water, striping, sidewalk, fencing and stamped asphalt. The project will also convert the existing storm water pond to an underground storm water facility.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Performance and Payment Bonds

The County **shall** require the successful Offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up to **100% of the dollar**

value of award on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful Offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful Offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

5. Procurement Questions

Questions shall be directed, in writing, to Jeffrey Lovingood, Purchasing Specialist, at JDLovingood@myescambia.com. Last day for questions will be August 06, 2018 at 5:00 p.m. CDT. Responses to questions shall be issued in the form of an Addendum to all known potential bidders by August 15, 2018 at 5:00 PM CDT.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures signed using indelible ink and signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. Pre-Solicitation Conference

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502, Conference Room 11.407, on July 31, 2018, at 2:00 PM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

8. Liquidated Damages

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **$1,000.00** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

9. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local construction and safety codes.

10. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

11. Warranty

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of two (2) years from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Chief.

12. Measurements

The linear footage noted are only estimates. Offerors will be responsible for their own measurements and shall submit a firm price accordingly.

There will be no adjustments, for increase or decrease, of footage required for the job; therefore, the total offer shall be based on accurate measurements by Offerors during inspection. Failure to do so will be at Offeror's risk. Any request for unit price on the bid form is for information only.

Award shall be based solely on "total offer", with no adjustments made for increased/decreased quantities after award.

13. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

14. Protection of Property/Security

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded Offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including

evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

15. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the bid form(s) to the best of our knowledge.

16. Compliance with Governing Laws and Regulations

The Offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The Offeror should carefully review these requirements which are detailed in this solicitation.

17. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates Offeror has not honored quoted price lists and discounts, Offeror will be liable for any and all overage charges.

18. Termination

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

19. Licenses, Certifications, Registrations

The Offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the Offeror shall provide follow-up evidence that as the Contractor they maintain such credentials throughout the period of agreement.

20. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

21. Award

Award shall be made on an "all-or-none total" basis.

22. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Non-Contract Insurance Requirements

23. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor’s interests or liabilities, but are merely minimums.

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

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

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

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the

insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance:

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

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.

Pollution/Environmental Impairment Liability Coverage

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

24. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

August 1, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.074 Congestion Management Plan Phase II Sheriff's Parking Lot

All:

Your firm recently received an Invitation to Bid on the above-mentioned specification.

This Addendum Number 1 provides a copy of the drawings for the project that are easier to read than the copy submitted with the solicitation. These drawings, however, are not signed and sealed, but Volkert has confirmed that the drawings are equivalent to the signed, sealed version. Please see below for the full set of drawings.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
PUBLIC WORKS DEPARTMENT
TRANSPORTATION & TRAFFIC OPERATIONS DIVISION

INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES/SUMMARY OF QUANTITIES
3	SURVEY
4	EXISTING CONDITIONS/DEMO PLAN
5	PROPOSED CONSTRUCTION PLAN
6	GRADING PLAN
7	DRAINAGE PLAN
8	PROPOSED TURN LANE CONSTRUCTION PLAN
9	RIGHT TURN LANE TYPICAL SECTION
10	RIGHT TURN LANE CROSS SECTIONS
11-17	STANDARD DETAILS
18-23	R-TANK DETAILS
24	PROPOSED LIGHTING PLAN
25	PROPOSED PHOTOMETRIC PLAN
26	PEDESTRIAN CROSSWALK LIGHTING PLAN
27	LIGHTING DETAILS
28	LANDSCAPE PLAN
29	LANDSCAPE DETAILS
30	IRRIGATION PLAN
31	IRRIGATION DETAILS

PLANS PREPARED BY:

VOLKERT

Engineers • Surveyors • Planners

6601 N. DAVIS HWY. SUITE 102
PENSACOLA, FL. 32504
Telephone (850) 477-7485
www.volkert.com

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE LATEST ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

ANY REFERENCE TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, DIVISION 1, GENERAL REQUIREMENTS AND COVENANTS, SHALL BE EXCLUDED AND NOT APPLICAPABLE TO ANY SPECIFICATION REFERED HEREIN OR OTHERWISE LISTED IN THESE PLANS OR RELATED DOCUMENTS OR THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

PLANS PROPOSED FOR

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN-PHASE II

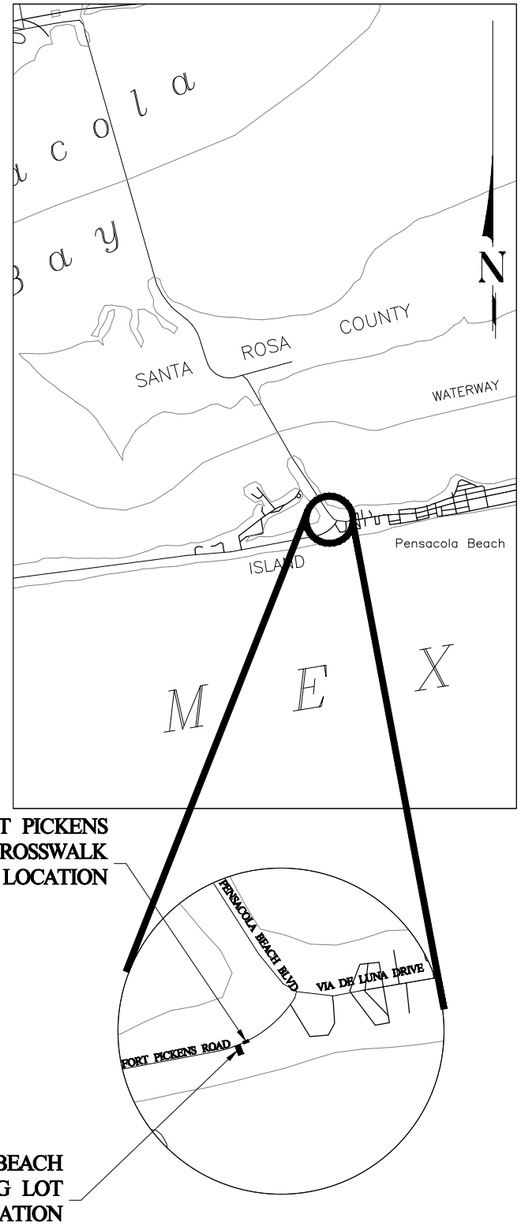
CASINO BEACH PARKING LOT

PD 15-16.007/PO 161017
VOLKERT PROJECT #635501.WR

100% SUBMITTAL
RELEASED FOR CONSTRUCTION
MAY 2018

COMMISSIONERS

DISTRICT ONE	JEFF BERGOSH, CHAIRMAN
DISTRICT TWO	DOUG UNDERHILL
DISTRICT THREE	LUMON MAY, VICE CHAIRMAN
DISTRICT FOUR	GROVER C. ROBINSON IV
DISTRICT FIVE	STEVEN BARRY



VICINITY MAP
NOT TO SCALE

PROJECT MANAGER: DAVID FORTE	
SECTION / TOWNSHIP / RANGE: 28 / 2S / 26	DISTRICT: 4
PROJECT ENGINEER: MIKE WARNKE	REG FLA ENG NO: 64091
SIGNATURE:	DATE:

C:\volkert_pw_workingdir\amy.olaughlin\d0103849\C01_KEY.dwg, May 07, 2018 - 1:52:29PM, amy.olaughlin

GENERAL NOTES:

1. THE CONTRACTORS SHALL NOTIFY THE COUNTY DESIGN ENGINEER OR DESIGNEE 48 HOURS PRIOR TO CONSTRUCTION.

2. ALL CONDITIONS AND STIPULATIONS OF THE CONSTRUCTION PERMITS AND THE APPROVALS ISSUED BY THE ESCAMBIA COUNTY ENGINEER SHALL BE COMPLIED WITHIN EVERY DETAIL.

3. ALL ROADS DAMAGED BY CONSTRUCTION OPERATIONS ARE TO BE PATCHED OR RECONSTRUCTED AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE.

4. THE CONTRACTOR SHALL TAKE STEPS NECESSARY TO PREVENT EROSION AND ANY OFF SITE SEDIMENT TRANSPORT RESULTING FROM INCREASED RUNOFF DURING CONSTRUCTION BY PROVIDING SILT FENCE AND/OR STAKED HAY BALES AS REQUIRED BY FDOT INDEX 102, THE FLORIDA STORMWATER, EROSION, AND SEDIMENT CONTROL INSPECTOR'S MANUAL, 2000 EDITION, OR AS INDICATED ON THE PLANS. ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ASSOCIATED DISTURBED AREAS ARE STABILIZED AS TO REDUCE SEDIMENT RUNOFF, UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR DESIGNEE.

5. ANY NECESSARY PERMITS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. ESCAMBIA COUNTY OR ITS DESIGNEE WILL ASSIST CONTRACTOR WITH REQUIRED PERMITS.

6. THE CONTRACTOR IS CAUTIONED TO VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE PROJECT PRIOR TO BIDDING AND/OR CONSTRUCTION.

7. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PRESERVE OR RELOCATE ALL BENCHMARKS (VERTICAL CONTROL) AS NEEDED DURING CONSTRUCTION. ALL PUBLIC OR PRIVATE CORNER MONUMENTATION SHALL BE PROTECTED. IF A PUBLIC OR PRIVATE CORNER MONUMENTATION IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OR DESIGNEE IMMEDIATELY. ANY ESCAMBIA COUNTY HARN/GPS NETWORK MONUMENTS OR BUREAU OF SURVEY AND MAPPING GPS NETWORK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A HARN/GPS NETWORK MONUMENTS OR BUREAU OF SURVEY AND MAPPING GPS NETWORK MONUMENTS ARE DISTURBED OR DESTROYED THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF THE MONUMENTS AND HAVE THE MONUMENTS POSITION DETERMINED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER USING GUIDELINES AS ESTABLISHED BY NATIONAL GEODETIC SURVEY FOR BLUE BOOKING AND APPROVAL.

8. EXISTING DRAINAGE FEATURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.

9. THE CONTRACTOR SHALL MATCH EXISTING CONDITIONS AT THE BEGINNING AND END OF CONSTRUCTION AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE.

10. ALL ROADWAY CONSTRUCTION SHALL COMPLY WITH THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS, LATEST EDITION.

11. ALL MATERIALS, TESTING AND CONSTRUCTION METHODS SHALL CONFORM TO THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS, LATEST EDITION.

12. ANY REFERENCE TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, DIVISION 1, GENERAL REQUIREMENTS AND COVENANTS, SHALL BE EXCLUDED AND NOT APPLICABLE TO ANY SPECIFICATION REFERRED HEREIN OR OTHERWISE LISTED IN THESE PLANS OR RELATED DOCUMENTS OR THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

13. EXISTING STREET AND ROAD NAME SIGNS ON THE PROJECT SHALL BE KEPT VISIBLE AT ALL TIMES FOR THE FACILITATION OF ACCESS BY EMERGENCY VEHICLES. ALL OTHER EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS SHALL BE TAKEN DOWN AND STOCKPILED WITHIN THE R/W LIMITS BY THE CONTRACTOR AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE. ANY EXISTING SIGNS THAT ARE TO BE RELOCATED AND ARE DAMAGED BEYOND USE BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

14. CONTRACTOR SHALL COMPLY WITH ALL F.D.E.P. AND ARMY CORP. OF ENGINEERS REQUIREMENTS.

15. ONLY ACCESS TO THE ROAD R/W AS SHOWN IS GUARANTEED BY THE COUNTY. PRIVATE R/W REQUIRED BY THE CONTRACTOR TO FACILITATE CONSTRUCTION SHALL BE ACQUIRED BY THE CONTRACTOR WITH NO ADDITIONAL COMPENSATION OR ASSISTANCE FROM THE COUNTY.

16. IN THE EVENT THAT SURVEY MONUMENTATION OR REFERENCE POINTS ARE MISSING OR HAVE BEEN DESTROYED, PLEASE CONTACT:

JOE BARRET
ESCAMBIA COUNTY
3363 WEST PARK PLACE
PENSACOLA, FL 32505
PH: (850)595-3427

WESLEY BUMPERS, P.L.S.
VOLKERT, INC.
3809 MOFFETT ROAD
MOBILE, AL 36618
PH(251)342-1070

17. VEGETATION ON R/W AND EASEMENTS SHALL BE RESTORED TO ORIGINAL CONDITION UNLESS OTHERWISE NOTED ON THE PLAN SHEETS. COST OF SAID RESTORATION SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS.

18. ALL TREES WITHIN LIMITS OF CONSTRUCTION SHALL BE REMOVED UNLESS OTHERWISE NOTED IN PLANS.

19. ALL COMPACTED FILL SHALL BE PLACED IN 4" LIFTS FOR HAND POWERED TAMPERS AND 8" LIFTS FOR HEAVY EQUIPMENT OPERATED TAMPERS.

20. MAINTENANCE OF TRAFFIC AS PER FDOT INDEX 600.

GENERAL NOTES CONT.:

21. THE CONTRACTOR SHALL, AT A MINIMUM, MATCH EXISTING SIGNING AND PAVEMENT MARKINGS. ALL SIGNING AND PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THE LATEST FDOT DESIGN STANDARDS. THE CONTRACTOR SHALL CONTACT THE COUNTY TRAFFIC DEPARTMENT PRIOR TO INSTALLATION OF ANY SIGNING AND PAVEMENT MARKINGS.

22. WHERE UNSUITABLE MATERIAL, AS DEFINED BY THE COUNTY SPECIFICATIONS SECTION 02300, 1.3(I), IS ENCOUNTERED IN THE AREAS PROPOSED FOR PAVING, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE COUNTY ENGINEER OR DESIGNEE PRIOR TO ANY EXCAVATION.

23. PIPE LENGTHS SHOWN IN THE PLANS DO NOT INCLUDE THE LENGTH OF PIPE THAT MUST BE INSTALLED WITH THE MITERED END SECTION. THEREFORE, ALL PIPES LENGTHS ASSOCIATED WITH MITERED END SECTIONS SHALL BE PAID FOR IN THE UNIT COST OF THE MITERED END SECTION.

24. ALL CONTRACTORS, COUNTY REPRESENTATIVES, AND UTILITY COMPANIES ARE RESPONSIBLE FOR THEIR RESPECTIVE SURVEYING AND LAYOUT. ANY SURVEYING MONUMENTATION DISTURBED DURING CONSTRUCTION SHALL BE REPLACED UPON COMPLETION OF THE WORK BY A REGISTERED LAND SURVEYOR IN THE STATE OF FLORIDA.

25. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE EXISTING SITE CONDITIONS, INCLUDING SOIL CONDITIONS PRIOR TO BIDDING ON THE PROJECT. A COPY OF THE GEOTECHNICAL REPORT IS INCLUDED IN THE CONTRACT DOCUMENTS FOR THE CONTRACTORS REFERENCE.

27 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE REQUIRED TESTING TO ENSURE THAT PROPER COMPACTION HAS BEEN ACHIEVED ON THE SUBGRADE, BASE AND ALL OTHER PERTINENT AREAS THAT HAVE BEEN COMPLETED. THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING AND RETESTING AS REQUIRED AND SHALL PROVIDE THE COUNTY WITH COPIES OF CERTIFIED TESTING REPORTS.

28. THE LOCATION OF ALL EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY. IT IS THE CONTRACTORS RESPONSIBILITY PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE ANY REQUIRED ARRANGEMENTS FOR ANY RELOCATIONS OF THESE UTILITIES WITH THE OWNER OF SAID UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING UNDERGROUND UTILITIES, WHETHER SHOWN ON THE PLAN OR LOCATION BY THE UTILITY. ANY UTILITIES THAT INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL TO BROUGHT TO THE ATTENTION OF THE ENGINEER. ANY FEES ASSOCIATED WITH UTILITY RELOCATIONS SHALL BE BORNE IN ACCORDANCE WITH RESPECTIVE UTILITY COMPANY STANDARDS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE RELOCATION OF ANY UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.

29. THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE COUNTY, ENGINEER OF RECORD, UTILITY COMPANIES AND CONTRACTOR PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

30. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A UTILITY PERMIT FROM THE COUNTY ROAD DEPARTMENT PRIOR TO COMMENCING ANY WORK WITHIN THE R/W.

31. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF CONSTRUCTION PLANS AND ALL PERMITS ON THE JOB SITE AT ALL TIMES.

32. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT NO CONSTRUCTION ACTIVITIES TAKE PLACE OUTSIDE OF THE EXISTING R/W OR EASEMENTS SHOWN ON THE PLANS. ANY ON-SITE OR OFFSITE AREAS THAT ARE DISTURBED SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER AS DIRECTED BY THE ENGINEER.

33. THE CONTRACTOR SHALL BE RESPONSIBLE TO SAFETY BARRICADE ALL EXCAVATIONS AND OTHER HAZARDS.

34. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY CONFLICTS BETWEEN THE CONTRACT DOCUMENTS AND EXISTING CONDITIONS. THE DRAWINGS REPRESENT KNOWN STRUCTURES AND UTILITIES LOCATED WITHIN THE PROJECT AREA, THE CONTRACTOR IS CAUTIONED THAT OTHER STRUCTURES AND UTILITIES, ABOVE OR BELOW GROUND, MAY BE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION.

35. ALL MATERIALS AND CONSTRUCTION TO BE IN ACCORDANCE WITH THE COUNTY'S LATEST CONSTRUCTION SPECIFICATIONS. ALL MATERIALS STORAGE AREAS SHALL BE CLEARLY IDENTIFIED AND SECURED BY THE CONTRACTOR. STOCKPILES ON THE ISLAND ARE LIMITED AND REQUIRE PRIOR APPROVAL.

36. ALL NEW CONCRETE FOR THE PROJECT SHALL ACHIEVE A 28 DAY STRENGTH OF 3000 PSI (MIN.), UNLESS OTHERWISE NOTED.

37. ALL TREES IN THE PROJECT AREA ARE TO REMAIN UNDAMAGED UNLESS OTHERWISE NOTED FOR REMOVAL.

38. THE CONTRACTOR IS TO REPLACE TO EXISTING CONDITION OR BETTER ANY FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, FLOWER BEDS, OR OTHER EXISTING IMPROVEMENTS IMPACTED DURING CONSTRUCTION, WHETHER DEPICTED ON THE PLANS OR NOT.

39. ALL EXISTING MAILBOXES INTERFERING WITH NEW CONSTRUCTION SHALL BE RELOCATED OR REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH POSTAL REQUIREMENTS AND IN ACCORDANCE WITH ESCAMBIA COUNTY TECHNICAL SPECIFICATION, FDOT DESIGN STANDARDS AND UNITED POSTAL REQUIREMENTS. ALL EXISTING BRICK MAILBOXES WITHIN LIMITS OF CONSTRUCTION OR COUNTY RIGHT OF WAY SHALL BE REMOVED AND PLACED ON THE PROPERTY LINE OF THE OWNER. CONTRACTOR SHALL REPLACE EXISTING BRICK MAILBOX WITH APPROVED PLASTIC BREAK AWAY MAILBOX.

GENERAL NOTES CONT.:

40. DAMAGE TO ANY EXISTING ROADS DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR PRIOR TO FINAL "AS-BUILT" SIGN-OFF FROM THE COUNTY AT NO ADDITIONAL COST TO THE COUNTY.

41. SHOP DRAWINGS OF ALL MATERIALS BEING USED SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO ORDER, SHIPMENT, OR INSTALLATION.

42. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW "AS-BUILT" CONDITIONS OR ALL WORK. RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER PRIOR TO REQUESTING A FINAL INSPECTION.

43. THE CONTRACTOR SHALL SCHEDULE WITH THE COUNTY A FINAL INSPECTION UPON COMPLETION OF ALL WORK AND ANY INTERMEDIATE INSPECTIONS AT 850-595-3472. AS-BUILT CERTIFICATION IS REQUIRED PRIOR TO REQUEST FOR FINAL INSPECTION.

44. ALL ASPECTS OF STORMWATER/DRAINAGE AND/OR TRANSPORTATION COMPONENTS SHALL BE COMPLETED PRIOR TO REQUESTING A FINAL INSPECTION.

45. NO DEVIATIONS OR REVISION FROM THE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM BOTH THE ENGINEER OF RECORD AND ESCAMBIA COUNTY. ANY DEVIATION MAY RESULT IN DELAYS IN THE COUNTY'S ACCEPTANCE OF IMPROVEMENTS.

46. IF ARCHAELOGICAL MATERIAL/PREHISTORIC ARTIFACTS SUCH AS POTTERY OR CERAMICS, STONE TOOLS OR METAL IMPLEMENTS, OR ANY OTHER PHYSICAL REMAINS THAT COULD BE ASSOCIATED WITH NATIVE AMERICAN CULTURES, OR EARLY COLONIAL OR AMERICAN SETTLEMENT ARE ENCOUNTERED AT ANY TIME, THE PROJECT SHOULD CEASE ALL ACTIVITIES INVOLVING SUBSURFACE DISTURBANCE IN THE IMMEDIATE VICINITY OF SUCH DISCOVERIES. THE APPLICANT/RECIPIENT, OR OTHER DESIGNEE, SHOULD CONTACT THE FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES, THE STATE HISTORIC PRESERVATION OFFICER (SHPO) AND THE DSH/FEMA REGION IV ENVIRONMENTAL OFFICER AND FDEM STATE ENVIRONMENTAL LIAISON OFFICER FOR FURTHER GUIDANCE. PROJECT ACTIVITIES SHOULD NOT RESUME WITHOUT VERBAL AND/OR WRITTEN AUTHORIZATION FROM THE THE DIVISION OF HISTORICAL RESOURCES.

47. IN THE EVENT THAT UNMARKED HUMAN REMAINS ARE ENCOUNTERED DURING PERMITTING ACTIVITIES, ALL WORK MUST STOP IMMEDIATELY AND THE PROPER AUTHORITIES NOTIFIED IN ACCORDANCE WITH SECTION 872.05, FLORIDA STATUTE.

48. ALL CONSTRUCTION SHALL MEET ALL REQUIREMENTS CONCERNING ADA STANDARDS, LATEST EDITION OF DESIGN STANDARDS AND PUBLIC RIGHTS-OF-WAYS ACCESSIBILITY GUIDELINES (PROWAG).

49. ALL MATERIALS BROUGHT ONTO PENSACOLA BEACH MUST MEET THE BARRIER ISLAND SAND PROVISIONS OF THE LAND DEVELOPMENT CODE AND DESIGN MANUAL.

UTILITY NOTES:

1. THE LOCATION SHOWN FOR EXISTING UNDERGROUND UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK IN EACH AREA. THE CONTRACTOR AGREES TO BE COMPLETELY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UTILITIES.

2. UTILITY OWNERS SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION SO THAT THE UTILITY OWNER CAN SPOT VERIFY AND/OR EXPOSE THEIR UTILITIES. KNOWN UTILITIES OWNERS INCLUDE:

SEWER/WATER - EMERALD COAST UTILITY AUTHORITY
MR. BRANDON KNIGHT
P.O. BOX 15311
PENSACOLA, FL. 32514 PH: (850) 698-4609

NATURAL GAS - ENERGY SERVICES OF PENSACOLA
MR. CLINT SHEVAT
1625 ATWOOD DRIVE
PENSACOLA, FL. 32514 PH: (850) 791-5285

TELEPHONE - AT&T FLORIDA
MR. BARRY POWELL
605 WEST GARDEN STREET
PENSACOLA, FL. 32501 PH: (850) 436-1483

TRAFFIC DEPARTMENT - ESCAMBIA COUNTY PUBLIC WORKS
MS. JOHNNY PETTIGREW
3363 WEST PARK PLACE
PENSACOLA, FL. 32505 PH:(850) 595-3404

ELECTRIC - GULF POWER
MR. CHAD SWAILS
5120 DOGWOOD DRIVE
MILTON, FL. 32570 PH: (850) 549-1031

CABLE - COX CABLE
MR. TROY YOUNG
2421 EXECUTIVE PLAZA
PENSACOLA, FL. 32504
PH: (850)232-5044

SUNSHINE STATE ONE-CALL
7200 LAKE ELLENOR DRIVE, SUITE 200
ORLANDO, FL. 32809 PH: (800) 432-4770

3. AT&T FLORIDA WILL COMPLETE ALL WORK DURING THE HOURS OF 7:30 AM - 4:30 PM, MONDAY THRU FRIDAY. NO NIGHT OR WEEKEND WORK.

4. ALL CABLE DAMAGE MUST BE REPORTED TO THE ATT FLORIDA REPAIR SERVICE DEPARTMENT AT 611 FROM A LAND LINE OR 877-737-2478 IF USING A CELL PHONE.

5. CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES AND UNDERGROUND UTILITIES.

6. UTILITIES TO REMAIN AND BE PROTECTED DURING CONSTRUCTION. NECESSARY REPAIRS SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS AND SHALL BE TO THE SATISFACTION OF UTILITY OWNERS.

7. ADEQUATE PROVISIONS SHALL BE MADE FOR THE FLOW OF SEWERS, DRAINS, WATER COURSES AND OTHER UTILITIES ENCOUNTERED DURING CONSTRUCTION.

8. THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND OTHER IMPROVEMENTS SHOWN AND NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR REPAIRS OF UTILITIES AND OTHER IMPROVEMENTS(SHOWN AND UN-SHOWN) DAMAGED DURING CONSTRUCTION AND SHALL MAINTAIN SUFFICIENT PROTECTION FOR ALL UTILITIES TO REMAIN. THE CONTRACTOR SHALL SUPPORT ALL EXISTING UTILITIES AS REQUIRED FOR THE INSTALLATION OF THE PROPOSED IMPROVEMENTS. ALL COSTS ASSOCIATED WITH PROTECTING, SUPPORTING, REPAIRING, AND OTHER ACTIVITIES RESULTING FROM CONTRACTOR DAMAGE TO THE UTILITIES OR PROTECTION OF THE UTILITIES SHALL BE THE CONTRACTORS RESPONSIBILITY AT NO ADDITIONAL COST TO THE COUNTY.

ENGINEERS ESTIMATED QUANTITIES, CASINO BEACH PARKING AREA

Item	DESCRIPTION	UNIT	BID QUANITY
1	Performance Bond	LS	1
2	Mobilization	LS	1
3	Clearing and Grubbing, per County Specifications 2230	AC	1
4	Remove Shrubs	EA	12
5	Remove Palm Trees	EA	15
6	Earthwork Excavate, Haul, and Install, On-site/Off-site	CY	1800
7	Earthwork Establishing Grade, County Specs 2300	SY	3674
8	Remove and Replace Unsuitable Materials	CY	100
9	Final grading and seal rolling prior to paving	SY	3674
10	1" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface	SY	239
11	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface	SY	3273
12	2" County Spec 2500 Type SP 12.5 Asphalt	SY	239
13	Remove Existing Asphalt, 2" Average Depth	SY	38
14	12" Stabilized Subgrade, County Spec 2300	SY	3674
15	6" Bahamian base	SY	3405
16	8" Bahamian base	SY	270
17	6" Pipe Bollards, Per County Detail	EA	2
18	Thermoplastic 6" Solid Stripe, White or Yellow	LF	1479
19	Thermoplastic 6" Double Solid Stripe, White or Yellow	LF	25
20	Thermoplastic Stop Bar	LF	24
21	Thermoplastic Directional Arrow, Single Head (Turn Left/ Right) 16sf	EA	2
22	Thermoplastic Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	EA	1
23	Thermoplastic High Intensity Pedestrian Crosswalk	LF	25
24	Thermoplastic Handicap Parking Space with Symbol	EA	4
25	Thermoplastic "LEO ONLY" Pavement Message	EA	2
26	Stop Sign, R1-1	EA	2
27	Authorized Vehicles Only Sign	EA	4
28	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	EA	1
29	MOT	LS	1
30	FDOT Type F Curb And Gutter	LF	194
31	Concrete Bumper Guards	EA	83
32	Header Curb, Per County Detail	LF	1471
33	1' Ribbon Curb, Per County Detail	LF	82
34	5' Fiber Reinforced Concrete Sidewalk	LF	170
35	Construct Curb Ramp (Approved Mat, Color included)	EA	4
36	Saw cut Existing Concrete	LF	33
37	Remove Existing Concrete, 6" thick	SY	65
38	Remove Curb	LF	350
39	Remove Ex. 1' Wide Block Wall	LF	85
40	Misc. Concrete	CY	5
41	Street Print (Offset Brick, Terracotta or Brick color)	SY	805
42	Ditch Bottom Inlet, Type F	EA	3
43	Storm Manhole	EA	2
44	Remove Ditch Bottom Inlet (including top and bottom)	EA	2
45	Tie to Existing Inlets, Pipe, Manhole, R-Tank System	EA	6
46	18" RCP Pipe	LF	150
47	24" RCP Pipe	LF	2
48	R-Tank Stormwater System	LS	1
49	R- Tank Stormwater System Installation	LS	1
50	Silt Fence Type IV	LF	1200
51	Construct Stabilized Gravel Construction Entrance	EA	1
52	NPDES NOI and NOT Permit, including SWPPP and monitoring (for use only with disturbed areas over 1.0 Acre)	EA	1
53	Wood Split Rail Fence	LF	910
54	Split Rail Fence Gate	EA	1
55	Remove Existing Chain Link Fence	LF	390
56	Jobsite Board for posting project information, permits, etc.	EA	1
57	Lighting	LS	1
58	Landscaping & irrigation	LS	1

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

GENERAL NOTES/SUMMARY OF QUANTITIES

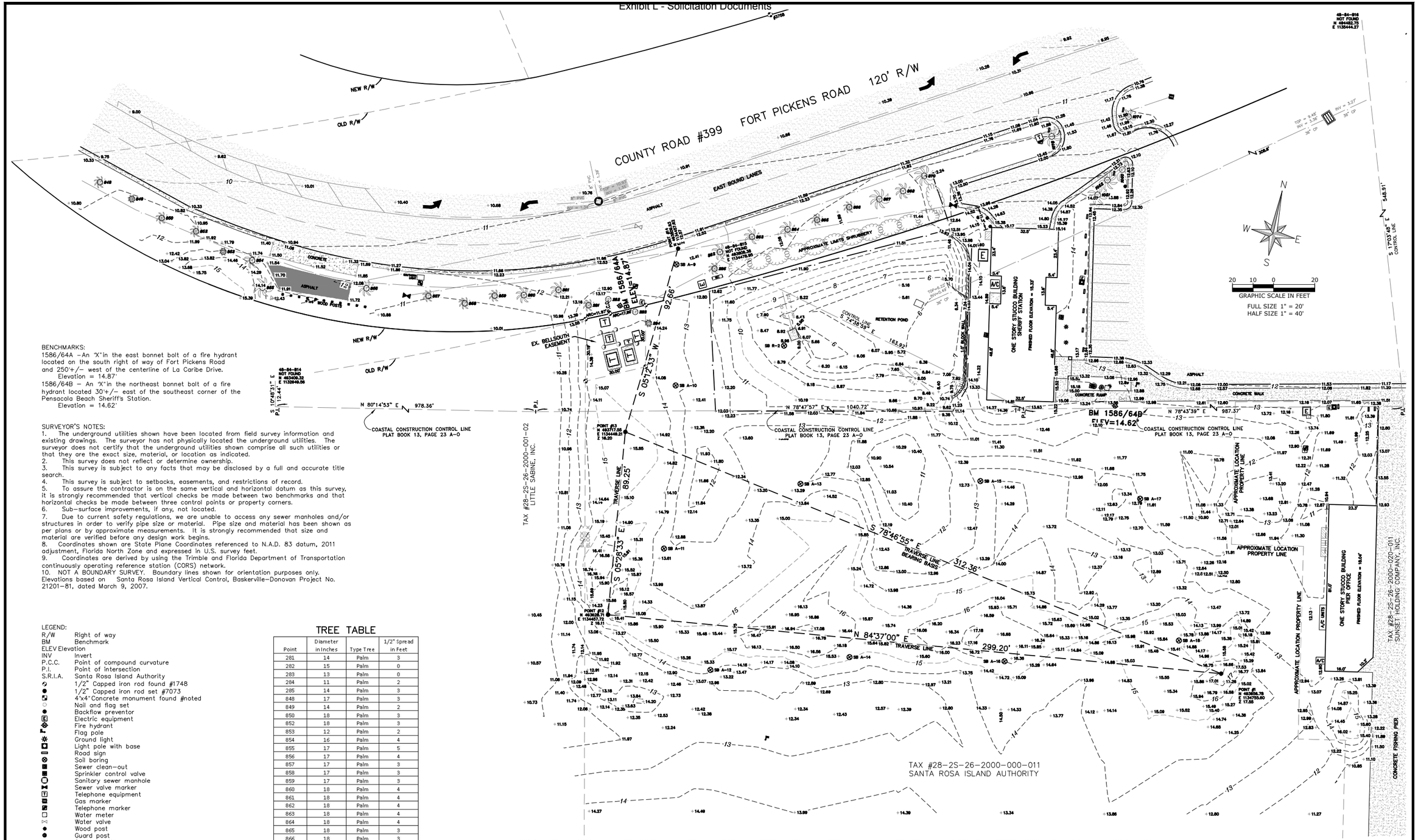
VOLKERT
Engineers * Surveyors * Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-8935

REG. FL. ENG. NO. 64091 DATE:
SIGNATURE:

DRAWN BY: AMY O'LAUGHLIN
DESIGNED BY: MIKE WARNKE
CHECKED BY:
DISTRICT:
DATE: MARCH 2018
QA/QC BY: DAVID DORE
FIELD BOOK: 7/44,85
SECTION: TOWNSHIP: RANGE:

NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 2 OF 31



BENCHMARKS:
1586/64A – An "X" in the east bonnet bolt of a fire hydrant located on the south right of way of Fort Pickens Road and 250'+/– west of the centerline of La Caribe Drive.
Elevation = 14.87'
1586/64B – An "X" in the northeast bonnet bolt of a fire hydrant located 30'+/– east of the southeast corner of the Pensacola Beach Sheriff's Station.
Elevation = 14.62'

SURVEYOR'S NOTES:
1. The underground utilities shown have been located from field survey information and existing drawings. The surveyor has not physically located the underground utilities. The surveyor does not certify that the underground utilities shown comprise all such utilities or that they are the exact size, material, or location as indicated.
2. This survey does not reflect or determine ownership.
3. This survey is subject to any facts that may be disclosed by a full and accurate title search.
4. This survey is subject to setbacks, easements, and restrictions of record.
5. To assure the contractor is on the same vertical and horizontal datum as this survey, it is strongly recommended that vertical checks be made between two benchmarks and that horizontal checks be made between three control points or property corners.
6. Sub-surface improvements, if any, not located.
7. Due to current safety regulations, we are unable to access any sewer manholes and/or structures in order to verify pipe size or material. Pipe size and material has been shown as per plans or by approximate measurements. It is strongly recommended that size and material are verified before any design work begins.
8. Coordinates shown are State Plane Coordinates referenced to N.A.D. 83 datum, 2011 adjustment, Florida North Zone and expressed in U.S. survey feet.
9. Coordinates are derived by using the Trimble and Florida Department of Transportation continuously operating reference station (CORS) network.
10. NOT A BOUNDARY SURVEY. Boundary lines shown for orientation purposes only. Elevations based on Santa Rosa Island Vertical Control, Baskerville–Donovan Project No. 21201–81, dated March 9, 2007.

LEGEND:

R/W	Right of way
BM	Benchmark
ELEV	Elevation
INV	Invert
P.C.C.	Point of compound curvature
P.I.	Point of intersection
S.R.I.A.	Santa Rosa Island Authority
◊	1/2" Capped iron rod found #1748
●	1/2" Capped iron rod set #7073
■	4"x4" Concrete monument found #noted
○	Nail and flag set
●	Backflow preventor
E	Electric equipment
	Fire hydrant
	Flag pole
	Ground light
	Light pole with base
	Road sign
⊗	Soil boring
	Sewer clean–out
	Sprinkler control valve
	Sanitary sewer manhole
	Sewer valve marker
T	Telephone equipment
	Gas marker
	Telephone marker
	Water meter
	Water valve
	Wood post
	Guard post
+12.03	Spot elevation
–12–	Contour line
G	Gas line
S	Sanitary sewer line
E	Underground electric line
W	Waterline
F	Force main
	Chain link fence
	Palm tree

TREE TABLE

Point	Diameter in Inches	Type Tree	1/2" Spread in Feet
281	14	Palm	3
282	15	Palm	0
283	13	Palm	0
284	11	Palm	2
285	14	Palm	3
848	17	Palm	3
849	14	Palm	2
850	18	Palm	3
852	18	Palm	3
853	12	Palm	2
854	16	Palm	4
855	17	Palm	5
856	17	Palm	4
857	17	Palm	3
858	17	Palm	3
859	17	Palm	3
860	18	Palm	4
861	18	Palm	4
862	18	Palm	4
863	18	Palm	4
864	18	Palm	4
865	18	Palm	3
866	18	Palm	3
867	22	Palm	5
868	16	Palm	4
870	13	Palm	5
1050	9	Palm	6
1051	11	Palm	5
1052	10	Palm	5
1074	10	Palm	4
1078	14	Palm	5

Source of information: PUBLIC RECORDS; RECORDED PLAT: 1ST ADDITION VILLA SABINE (P.B. 5, PAGE 75); SURVEYS BY THIS FIRM; FDOT MAP SECTION 4823–102; S.R.I.A. VERTICAL CONTROL, BASKERVILLE DONOVAN PROJECT #21201*–81, MARCH 9, 2007

Measurements made in accordance with United States Standards.

Bearing Reference: NORTH BASED ON TRAVERSE LINE AS S 78°46'55" E PER GPS OBSERVATION
Ordered By: MR. MIKE WARNKE Elevation Reference: NAVD 88
Encroachments: N.A.

A TOPOGRAPHIC SURVEY, LOCATION OF IMPROVEMENTS AND TREE LOCATION OF OF A PORTION OF BLOCK K, FIRST ADDITION TO VILLA SABINE, PLAT BOOK 5, PAGES 78 & 75A

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL. 32503
Phone: (850) 434-6666 Fax: (850) 434-6661
Email: pgasurvey@bellsouth.net

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J–17.050, 5J–17.051 and 5J–17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze ☐ PSM #5605
Walter J. Glaze ■ PSM #6190

LB No. 7073

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGN BY SURVEYOR

SHEET	1
OF	1
File No.	C–7764
Job No.	37469–17–B
Job No.	37624–17
Scale	1" = 20'
Date of Survey	9–28–2017
Date of Plat	9–29–2017
Date of Revision	12–5–2017
FB	1586 PG 61–65, 73
Drawn by	PMJ
Checked By	WJG

EXISTING 13" PALM TREE TO BE RELOCATED SEE LANDSCAPING PLAN

REMOVE ALL SHRUBS

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

EXISTING PALM TREES TO BE REMOVED

EXISTING PALMS TO BE RELOCATED SEE LANDSCAPING PLAN

EXISTING INLET
TOP EL = 9.48
INV EL (E) = 3.27
INV EL (W) = 3.36

EXISTING 36" RCP

SAWCUT AND REMOVE EXISTING CURB AND GUTTER AND CONCRETE DRIVEWAY

EXISTING 14" PALM TREE TO BE REMAIN SEE LANDSCAPING PLAN

EXISTING 11" PALM TREE TO BE RELOCATED SEE LANDSCAPING PLAN

SAWCUT AND REMOVE 70 LF EXISTING CURB AND GUTTER

EXISTING 1' BLOCK WALL TO BE REMOVED

SAWCUT AND REMOVE EXISTING CONCRETE SIDEWALK AND CURB AND GUTTER

EXISTING PALM TREES TO BE REMOVED

EXISTING 24" RCP TO REMAIN

EXISTING RETENTION POND TO BE RELOCATED

EXISTING CONCRETE STRUCTURE TO BE REMOVED AND REPLACED WITH JUNCTION BOX.
TOP EL = 6.22
INV EL = 0.49

ONE STORY STUCCO BUILDING SHERIFF STATION
FINISHED FLOOR ELEVATION = 13.35

BM 1586/64B
ELEV=14.62'

COASTAL CONSTRUCTION CONTROL LINE PLAT BOOK 13, PAGE 23 A-C

EXISTING CONCRETE SIDEWALK AND CURB AND GUTTER TO BE REMOVED

EXISTING ASPHALT TO BE REMOVED

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

EXISTING SANITARY VALVE TO REMAIN UNDISTURBED

EX. BELLSOUTH EASEMENT

EXISTING 12" CPP CONTRACTOR TO INTERCEPT AND TIE INTO PROPOSED R-TANK SYSTEM

390 LF EXISTING FENCE TO BE REMOVED

SAWCUT AND REMOVE EXISTING CURB AND GUTTER AND CONCRETE DRIVEWAY

EXISTING OVERFLOW STRUCTURE TO BE REPLACED WITH JUNCTION BOX

EXISTING UTILITIES TO REMAIN UNDISTURBED

EXISTING SOUTHERN LIGHT HAND HOLE TO BE BROUGHT TO GRADE
CONTRACTOR TO CONFIRM EXISTING HAND HOLE IS TRAFFIC RATED
IF NOT, HAND HOLE TO BE REPLACED

INSTALL SILT FENCE PRIOR TO CONSTRUCTION ACTIVITIES

AT&T DIRECT BURIED COPPER CABLE FEEDING PIER SHOP PLACED APPROXIMATELY 24" DOC TO REMAIN

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

EXISTING VEGETATION TO REMAIN UNDISTURBED

48-84-814 NOT FOUND N 4934409.32 E 1132649.56

48-84-815 NOT FOUND N 4933606.99 E 1134478.99

POINT #13 N 4931717.55 E 1134449.21 Z 16.20

POINT #12 N 4933625.71 E 1134457.72 Z 16.11

N 80°14'53" E 978.36'

N 78°43'39" E 987.37'

N 78°47'57" E 1040.72'

N 305.6'

S 305.6'

20 10 0 20
GRAPHIC SCALE IN FEET
FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:
R/W Right of way
BM Benchmark
ELEVElevation
INV Invert
P.C.C. Point of compound curvature
P.I. Point of intersection
S.R.I.A. Santa Rosa Island Authority
1/2" Capped iron rod found #1748
1/2" Capped iron rod set #7073
4%4?Concrete monument found #noted
Nail and flag set
Backflow preventor
Electric equipment
Fire hydrant
Flag pole
Ground light
Light pole with base
Road sign
Soil boring
Sewer clean-out
Sprinkler control valve
Sanitary sewer manhole
Sewer valve marker
Telephone equipment
Gas marker
Telephone marker
Water meter
Water valve
Wood post
Guard post
G Gas line
SS Sanitary sewer line
UE Underground electric line
W Waterline
FM Force main
Palm tree
- CAPPED REBAR FOUND
- SHRUB
- TREE
HDPE - HIGH DENSITY POLYETHYLENE PIPE
PB - PLAT BOOK
RCP - REINFORCED CONCRETE PIPE
PVC - POLYVINAL CHLORIDE
INV - INVERT OF STRUCTURE
TE - THROAT ELEVATION
RE - RIM ELEVATION
INV - INVERT OF STRUCTURE
IE - INVERT ELEVATION OF PIPE
PROPOSED DEMOLITION
RIGHT TURN LANE ASHALT
PROPOSED ASPHALT
EXISTING ASPHALT
PROPOSED STAMPED ASPHALT
PROPOSED CONCRETE
10 EXISTING CONTOUR
10 PROPOSED CONTOUR
SPLIT RAIL FENCE
SF SF SILT FENCE
FLOW ARROW
XX.XX PROPOSED SPOT ELEVATION
EX. XX.XX EXISTING SPOT ELEVATION

TREE TABLE

Point	Diameter in Inches	Type Tree	1/2" Spread in Feet
281	14	Palm	3
282	15	Palm	0
283	13	Palm	0
284	11	Palm	2
285	14	Palm	3
848	17	Palm	3
849	14	Palm	2
850	18	Palm	3
852	18	Palm	3
853	12	Palm	2
854	16	Palm	4
855	17	Palm	5
856	17	Palm	4
857	17	Palm	3
858	17	Palm	3
859	17	Palm	3
860	18	Palm	4
861	18	Palm	4
862	18	Palm	4
863	18	Palm	4
864	18	Palm	4
865	18	Palm	3
866	18	Palm	3
867	22	Palm	5
868	16	Palm	4
870	13	Palm	5
1050	9	Palm	6
1051	11	Palm	5
1052	10	Palm	5
1074	10	Palm	4
1078	14	Palm	5

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

DEMOLITION/EROSION CONTROL PLAN

VOLKERT
Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-8935

REG. FLA. ENG. NO. 64091
DATE
SIGNATURE

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DESIGNED BY: MIKE WANNKE
QA/QC MANAGER: DAVID FORTE
DATE: MARCH 2018
FIELDBOOK, PAGES:
CHECKED BY:
DISTRICT: 4
SECTION, TOWNSHIP, RANGE

REVISIONS
NUMBER
DATE
APPROVED BY:

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 4 OF 31

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

PROPOSED CONSTRUCTION PLAN

INSTALL BUMPER BLOCKS
INSTALL AUTHORIZED VEHICLES ONLY SIGN
INSTALL AUTHORIZED VEHICLES ONLY SIGN
CONSTRUCT SPLIT RAIL FENCE
INSTALL STOP SIGN
INSTALL SILT FENCE PRIOR TO CONSTRUCTION
CONSTRUCT 24" WHITE THERMOPLASTIC STOP BAR
CONSTRUCT THERMOPLASTIC TRAFFIC ARROW SEE SHEET 15 FOR DETAIL
CONSTRUCT 3' CURB TRANSITION
CONSTRUCT DOUBLE YELLOW 6" THERMOPLASTIC LINES SEE SHEET 15 FOR DETAIL
MATCH EXISTING PAVING
MATCH EXISTING CONCRETE
CONSTRUCT STAMPED ASPHALT SEE SHEET 13 FOR DETAILS
CONSTRUCT 3' CURB TRANSITION
MATCH EXISTING PAVEMENT
CONSTRUCT 3' CURB TRANSITION
CONSTRUCT 3' CURB TRANSITION
MATCH EXISTING CONCRETE/CURB
CONSTRUCT SIDEWALK HANDICAP RAMP
PROPOSED R-TANK UNDERGROUND STORM WATER SYSTEM SEE SHEETS 18-23 FOR DETAILS
MATCH EXISTING PAVEMENT
CONSTRUCT HIGH INTENSITY CROSSWALK
INSTALL BUMPER BLOCK (TYP.)
INSTALL TRAFFIC BOLLARDS (TYP.)
CONSTRUCT 24" THERMOPLASTIC STOP BAR SEE SHEET 15 FOR DETAIL
SEE SHEETS 8-10, 13, 15-17 FOR RIGHT TURN LANE DETAILS
CONSTRUCT SIDEWALK HANDICAP RAMP
5' R/W SETBACK
MATCH EXISTING CONCRETE/CURB
INSTALL BUMPER BLOCK (TYP.)
CONSTRUCT 5' SIDEWALK
INSTALL STOP SIGN
CONSTRUCT RIBBON CURB
5' LANDSCAPING BUFFER
EXISTING PROPERTY LINE
INSTALL AUTHORIZED VEHICLES ONLY SIGN
CONSTRUCT SPLIT RAIL FENCE GATE
EXISTING PROPERTY LINE
INSTALL SILT FENCE PRIOR TO CONSTRUCTION
CONSTRUCT HEADER SEE SHEET 11 FOR DETAILS
CONSTRUCT STAMPED ASPHALT SEE SHEET 13 FOR DETAILS
INSTALL SILT FENCE PRIOR TO CONSTRUCTION ACTIVITIES
CONSTRUCT STAMPED ASPHALT SEE SHEET 13 FOR DETAILS
CONSTRUCT HEADER CURB SEE SHEET 11 FOR DETAILS
AT&T DIRECT BURIED COPPER CABLE FEEDING PIER SHOP PLACED APPROXIMATELY 24" DOC TO REMAIN
CONSTRUCT STAMPED ASPHALT SEE SHEET 13 FOR DETAILS
CONSTRUCT HEADER CURB SEE SHEET 11 FOR DETAILS
CONSTRUCT SPLIT RAIL FENCE
5' LANDSCAPING BUFFER
EXISTING PROPERTY LINE
APPROXIMATE LOCATION EXISTING DUNE
COASTAL CONSTRUCTION CONTROL LINE PLAT BOOK 13, PAGE 23 A-D
N 80°14'53" E 978.36'
S 10°48'31" E 12.44'
S 48.91' N

GRAPHIC SCALE IN FEET
20 10 0 20
FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:
R/W Right of way
BM Benchmark
ELEV Elevation
INV Invert
P.C.C. Point of compound curvature
P.I. Point of intersection
S.R.I.A. Santa Rosa Island Authority
1/2" Capped iron rod found #1748
1/2" Capped iron rod set #7073
4"x4" Concrete monument found #noted
Nail and flag set
Backflow preventor
Electric equipment
Fire hydrant
Flag pole
Ground light
Light pole with base
Road sign
Soil boring
Sewer clean-out
Sprinkler control valve
Sanitary sewer manhole
Sewer valve marker
Telephone equipment
Gas marker
Telephone marker
Water meter
Water valve
Wood post
Guard post
G Gas line
SS Sanitary sewer line
UE Underground electric line
W Waterline
FM Force main
Palm tree
O - CAPPED REBAR FOUND
- SHRUB
- TREE
HDPE - HIGH DENSITY POLYETHYLENE PIPE
PB - PLAT BOOK
RCP - REINFORCED CONCRETE PIPE
PVC - POLYVINAL CHLORIDE
INV - INVERT OF STRUCTURE
TE - THROAT ELEVATION
RE - RIM ELEVATION
INV - INVERT OF STRUCTURE
IE - INVERT ELEVATION OF PIPE
PROPOSED DEMOLITION
RIGHT TURN LANE ASHALT
PROPOSED ASPHALT
EXISTING ASPHALT
PROPOSED STAMPED ASPHALT
PROPOSED CONCRETE
10 EXISTING CONTOUR
10 PROPOSED CONTOUR
SPLIT RAIL FENCE
SF SF SILT FENCE
FLOW ARROW
XX.XX PROPOSED SPOT ELEVATION
EX. XX.XX EXISTING SPOT ELEVATION

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DISTRICT: 4
SECTION/TOWNSHIP/RANGE:
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64091

NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 5 OF 31

PROVIDE 2- 1 ¼" CONDUITS 215 LB PULL CORD
STUB UP IN JUNCTION BOX FOR FUTURE USE

MATCH EXISTING PAVEMENT

MATCH EXISTING PAVEMENT

PROPOSED R-TANK UNDERGROUND
STORM WATER SYSTEM
SEE SHEETS 25-30 FOR DETAILS

MATCH EXISTING PAVEMENT

MATCH EXISTING
PAVEMENT

EXISTING ONE STORY
STUCCO BUILDING
SHERIFF STATION
FFE = 15.33

LEO ONLY

LEO ONLY

EX.12.27

EX.11.20

EX.12.04

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

N 80°14'53" E 978.36'

COASTAL CONSTRUCTION CONTROL LINE
PLAT BOOK 13, PAGE 23 A-O

AT&T DIRECT BURIED COPPER CABLE
FEEDING PIER SHOP
PLACED APPROXIMATELY 24" DOC
TO REMAIN

CONSTRUCT HEADER CURB
SEE SHEET 11 FOR DETAILS

EXISTING VEGETATION TO REMAIN UNDISTURBED

APPROXIMATE LOCATION EXISTING DUNE

12.14
13.28
14.89
13.45
TOC: 13.95
13.95
TOC: 14.45
12.10
TOC: 12.60
12.40
TOC: 12.90
12.50
TOC: 13.00
13.02
12.34
12.13
11.95
12.26
12.75
TOC: 13.25
14.00
TOC: 14.50
13.80
TOC: 14.30
12.47
12.82
12.93
13.43
13.05
13.56
13.53
13.66
13.71
13.15
13.50
TOC: 14.00
13.00
TOC: 13.50
12.80
TOC: 13.30
12.60
TOC: 13.10
12.70
TOC: 13.20
12.35
TOC: 12.85
13.30
13.24
13.17
13.10
13.05
13.30
TOC: 13.80
13.35
12.50
12.95
TOC: 13.45
13.45
TOC 13.95
12.50
TOC: 13.00
12.95
TOC 13.45
11.75
13.00
TOC 13.50
13.43
TOC: 13.93
12.15
TOC: 12.65
14.00
TOC: 14.50
13.00
TOC:13.50

LEGEND:

R/W	Right of way
BM	Benchmark
ELEV	Elevation
INV	Invert
P.C.C.	Point of compound curvature
P.I.	Point of intersection
S.R.I.A.	Santa Rosa Island Authority
	1/2" Capped iron rod found #1748
	1/2" Capped iron rod set #7073
	4"x4"Concrete monument found #noted
	Nail and flag set
	Backflow preventor
	Electric equipment
	Fire hydrant
	Flag pole
	Ground light
	Light pole with base
	Road sign
	Soil boring
	Sewer clean-out
	Sprinkler control valve
	Sanitary sewer manhole
	Sewer valve marker
	Telephone equipment
	Gas marker
	Telephone marker
	Water meter
	Water valve
	Wood post
	Guard post
G	Gas line
SS	Sanitary sewer line
UE	Underground electric line
W	Waterline
FM	Force main
	Palm tree
	- CAPPED REBAR FOUND
	- SHRUB
	- TREE

HDPE	- HIGH DENSITY POLYETHYLENE PIPE
PB	- PLAT BOOK
RCP	- REINFORCED CONCRETE PIPE
PVC	- POLYVINAL CHLORIDE
INV	- INVERT OF STRUCTURE
TE	- THROAT ELEVATION
RE	- RIM ELEVATION
INV	- INVERT OF STRUCTURE
IE	- INVERT ELEVATION OF PIPE

PROPOSED DEMOLITION

RIGHT TURN LANE ASHALT

PROPOSED ASPHALT

EXISTING ASPHALT

PROPOSED STAMPED ASPHALT

PROPOSED CONCRETE

10 EXISTING CONTOUR

10 PROPOSED CONTOUR

SPLIT RAIL FENCE

SF SILT FENCE

FLOW ARROW

XX.XX PROPOSED SPOT ELEVATION

EX. XX.XXEXISTING SPOT ELEVATION

N W E S

20 10 0 20
GRAPHIC SCALE IN FEET

FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

GRADING PLAN

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DATE
REVISIONS
NUMBER

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 6 OF 31

PROVIDE 2- 1 ¼" CONDUITS 215 LB PULL CORD STUB UP IN JUNCTION BOX FOR FUTURE USE

EXISTING INLET

MATCH EXISTING PAVEMENT

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

EXISTING 36" PIPE TO REMAIN

MATCH EXISTING PAVEMENT

PROPOSED R-TANK UNDERGROUND STORM WATER SYSTEM SEE SHEETS 25-30 FOR DETAILS

PROPOSED JUNCTION BOX
TOP EL = 13.20
INV EL = 0.49 - TIE IN EXISTING 36" RCP
INV EL = 4.33 - 12" PVC PIPE
SEE SHEET 14 FOR DETAIL
STRUCTURE A2

MATCH EXISTING PAVEMENT

MATCH EXISTING PAVEMENT

PROPOSED JUNCTION BOX
STRUCTURE D1
TOP EL =12.34
INV EL (N) = 3.72 EX.
INV EL (S) = 6.14

EXISTING 24" RCP DISCHARGE PIPE TO REMAIN

EXISTING ONE STORY STUCCO BUILDING SHERIFF STATION FFE = 15.33

CONSTRUCT 2 LF 12" PVC PIPE TO R-TANK
CONNECT TO R-TANK
INV EL (N) = 4.33
SEE R-TANK DETAILS

CONSTRUCT 2 LF 24" RCP @ 3.00% SLOPE
CONNECT TO R-TANK
INV EL (N) = 6.20
SEE R-TANK DETAILS

PROPOSED TYPE F INLET
STRUCTURE C1
TOP EL = 11.95
INV EL (S) = 7.75

CONNECT TO R-TANK
INV EL (S) = 7.30
SEE R-TANK DETAILS

CONSTRUCT 2 LF 18" RCP @ 2.50% SLOPE
CONNECT TO R-TANK
INV EL (N) = 7.70
SEE R-TANK DETAILS

PROPOSED TYPE F INLET
STRUCTURE B2
TOP EL = 11.90
INV EL (N) = 7.80
INV EL (E) = 8.30

CONSTRUCT 38 LF 18" RCP @ 1.32% SLOPE

PROPOSED TYPE F INLET
STRUCTURE B1
TOP EL = 12.50
INV EL = 9.40

INSTALL SILT FENCE PRIOR TO CONSTRUCTION

S 10°48'31" E
12.44'

N 80°14'53" E 978.36'

COASTAL CONSTRUCTION CONTROL LINE
PLAT BOOK 13, PAGE 23 A-D

AT&T DIRECT BURIED COPPER CABLE FEEDING PIER SHOP PLACED APPROXIMATELY 24" DOC TO REMAIN

CONSTRUCT 131 LF 18" RCP @ 0.84% SLOPE

CONSTRUCT HEADER CURB
SEE SHEET 11 FOR DETAILS

EXISTING VEGETATION TO REMAIN UNDISTURBED

APPROXIMATE LOCATION EXISTING DUNE

N 80°14'53" E 978.36'

COASTAL CONSTRUCTION CONTROL LINE PLAT BOOK 13, PAGE 23 A-D

N

W E

S

20 10 0 20
GRAPHIC SCALE IN FEET

FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:

R/W	Right of way
BM	Benchmark
ELEV	Elevation
INV	Invert
P.C.C.	Point of compound curvature
P.I.	Point of intersection
S.R.I.A.	Santa Rosa Island Authority
	1/2" Capped iron rod found #1748
	1/2" Capped iron rod set #7073
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	Nail and flag set
	Backflow preventor
E	Electric equipment
	Fire hydrant
	Flag pole
	Ground light
	Light pole with base
	Road sign
	Soil boring
	Sewer clean-out
	Sprinkler control valve
	Sanitary sewer manhole
	Sewer valve marker
T	Telephone equipment
	Gas marker
	Telephone marker
	Water meter
	Water valve
	Wood post
	Guard post
G	Gas line
SS	Sanitary sewer line
UE	Underground electric line
W	Waterline
FM	Force main
	Palm tree
	- CAPPED REBAR FOUND
	- SHRUB
	- TREE
HDPE	- HIGH DENSITY POLYETHYLENE PIPE
PB	- PLAT BOOK
RCP	- REINFORCED CONCRETE PIPE
PVC	- POLYVINAL CHLORIDE
INV	- INVERT OF STRUCTURE
TE	- THROAT ELEVATION
RE	- RIM ELEVATION
INV	- INVERT OF STRUCTURE
IE	- INVERT ELEVATION OF PIPE

PROPOSED DEMOLITION

RIGHT TURN LANE ASHALT

PROPOSED ASPHALT

EXISTING ASPHALT

PROPOSED STAMPED ASPHALT

PROPOSED CONCRETE

10 EXISTING CONTOUR

10 PROPOSED CONTOUR

SPLIT RAIL FENCE

SF SF SILT FENCE

FLOW ARROW

XX.XX PROPOSED SPOT ELEVATION

EX. XX.XX EXISTING SPOT ELEVATION

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

PROPOSED DRAINAGE PLAN

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MATCH EXISTING CURB AND GUTTER

CONSTRUCT 3' CURB TRANSITION

CONSTRUCT 24" THERMOPLASTIC STOP BAR
SEE SHEET 15 FOR DETAIL

CONSTRUCT THERMOPLASTIC TRAFFIC ARROW
SEE SHEET 15 FOR DETAIL

EXISTING SOUTHERN LIGHT HAND HOLE
TO BE BROUGHT TO GRADE
CONTRACTOR TO CONFIRM EXISTING HAND HOLE IS TRAFFIC RATED
IF NOT, HAND HOLE TO BE REPLACED

NEW R/W

OLD R/W

CONSTRUCT DOUBLE YELLOW 6"
THERMOPLASTIC LINES
SEE SHEET 15 FOR DETAIL

CONSTRUCT 6" WHITE EDGE LINE

CONSTRUCT THERMOPLASTIC TRAFFIC ARROW
SEE SHEET 15 FOR DETAIL

MATCH EXISTING CURB AND GUTTER

CONSTRUCT 12' TURN LANE
SEE SHEETS 8-10,13, 15-17 FOR DETAILS

MATCH EXISTING ASPHALT

0+50.00 1+00.00 1+50.00 2+00.00 2+50.00 3+00.00 3+50.00

EAST BOUND

FORT PICKENS ROAD

8" PVC
INV = 1.39

8" PVC
TOP = 10.93
INV = 1.35

8" PVC
INV = 1.34

105.50'

R10'

50'

20'

EXISTING GAS LINE

CONSTRUCT 6" WHITE EDGE LINE

SANITARY VALVE

CONSTRUCT TYPE F CURB AND GUTTER

N
W E
S

20 10 0 20
GRAPHIC SCALE IN FEET

FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:

R/W	Right of way
BM	Benchmark
ELEV	Elevation
INV	Invert
P.C.C.	Point of compound curvature
P.I.	Point of intersection
S.R.I.A.	Santa Rosa Island Authority
	1/2" Capped iron rod found #1748
	1/2" Capped iron rod set #7073
	4?x4?Concrete monument found #noted
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	Backflow preventor
E	Electric equipment
	Fire hydrant
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	Ground light
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	Telephone marker
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	- CAPPED REBAR FOUND
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RE	- RIM ELEVATION
INV	- INVERT OF STRUCTURE
IE	- INVERT ELEVATION OF PIPE

PROPOSED DEMOLITION

RIGHT TURN LANE ASHALT

PROPOSED ASPHALT

EXISTING ASPHALT

PROPOSED STAMPED ASPHALT

PROPOSED CONCRETE

10 EXISTING CONTOUR

10 PROPOSED CONTOUR

SPLIT RAIL FENCE

SF SF SILT FENCE

FLOW ARROW

XX.XX PROPOSED SPOT ELEVATION

EX. XX.XX EXISTING SPOT ELEVATION

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA
PROPOSED RIGHT TURN LANE
CONSTRUCTION PLAN

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DISTRICT:
SECTION TOWNSHIP RANGE:
RIG / FEA ENG. NO. 64091
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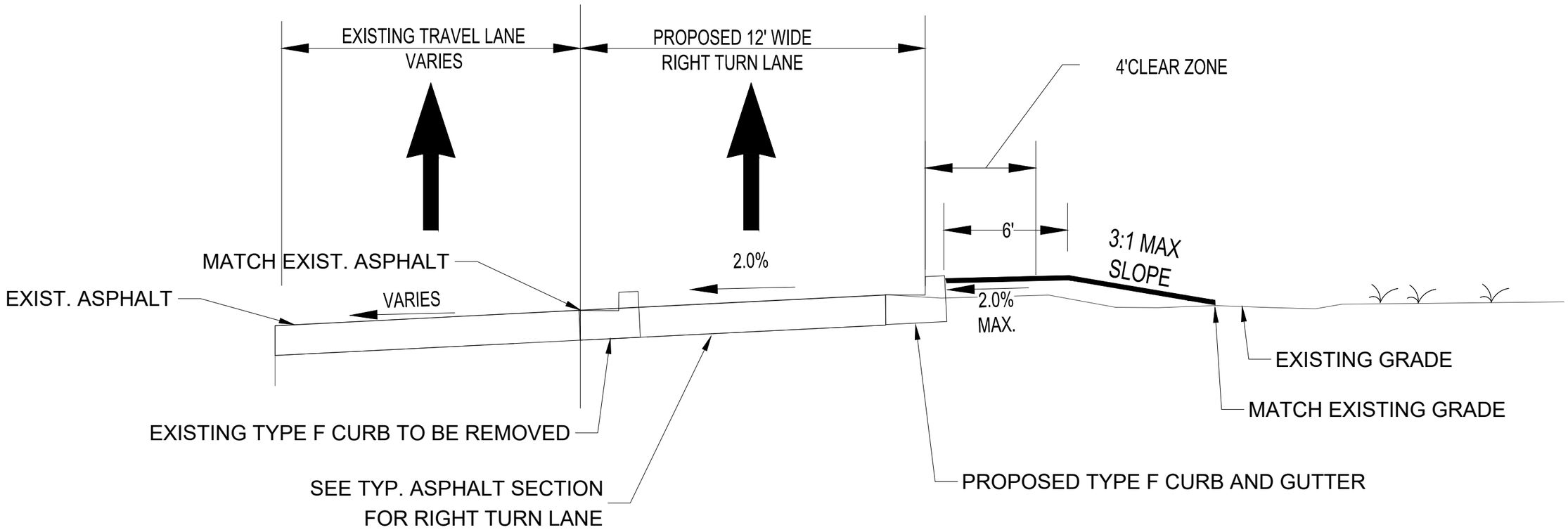
*SEE LANDSCAPING PLAN FOR REQUIRED PLANTING



RIGHT TURN LANE TYPICAL CROSS SECTION

N.T.S.

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
TYPICAL RIGHT TURN LANE SECTION

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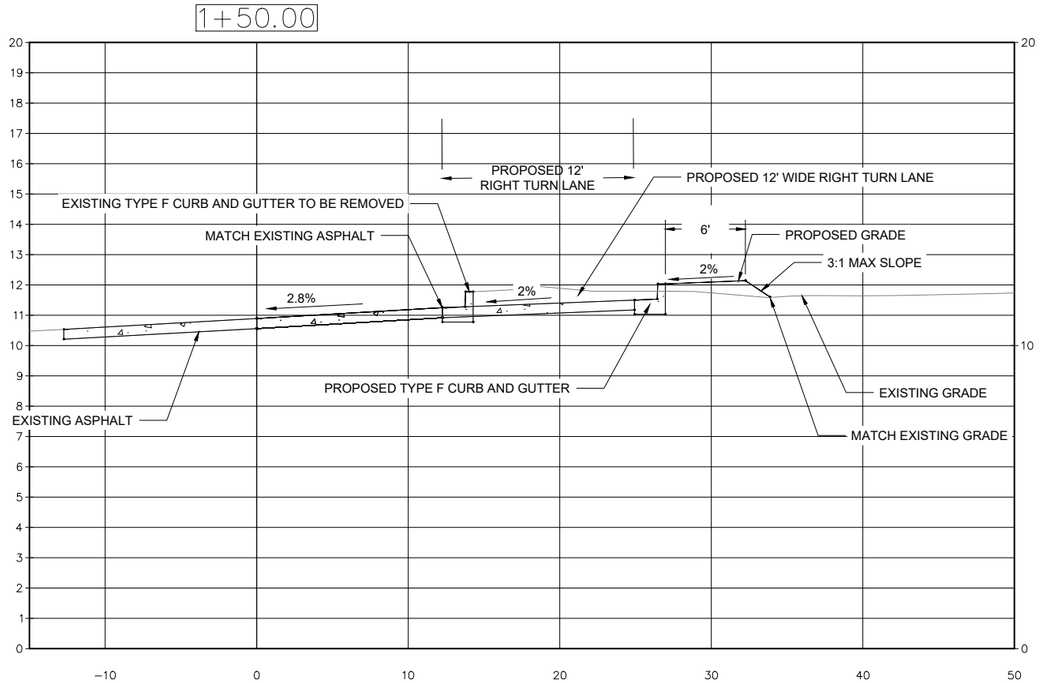
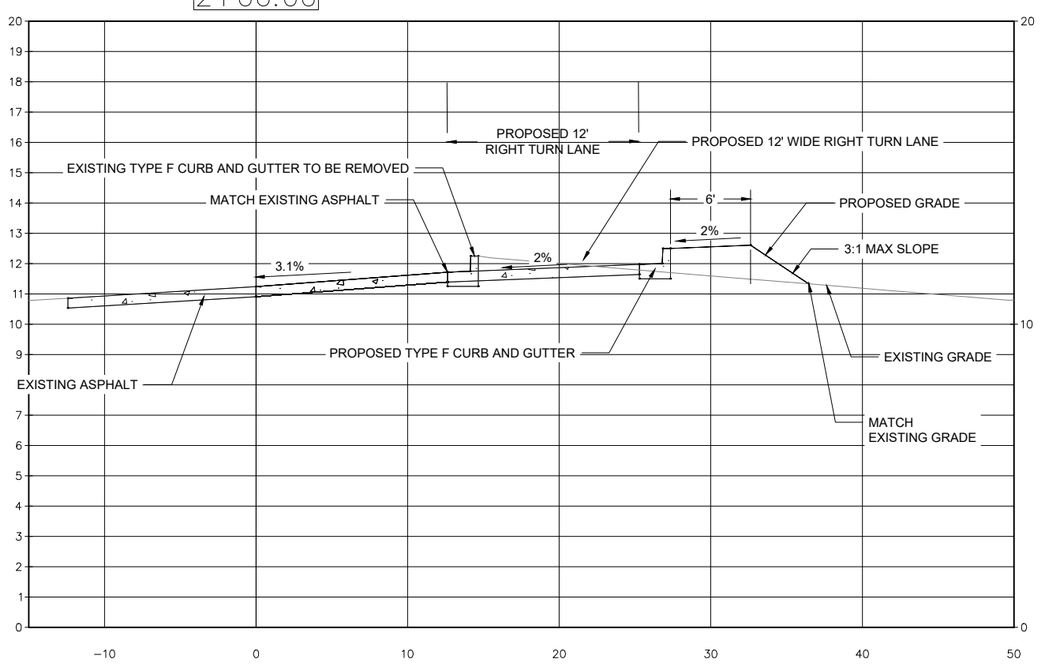
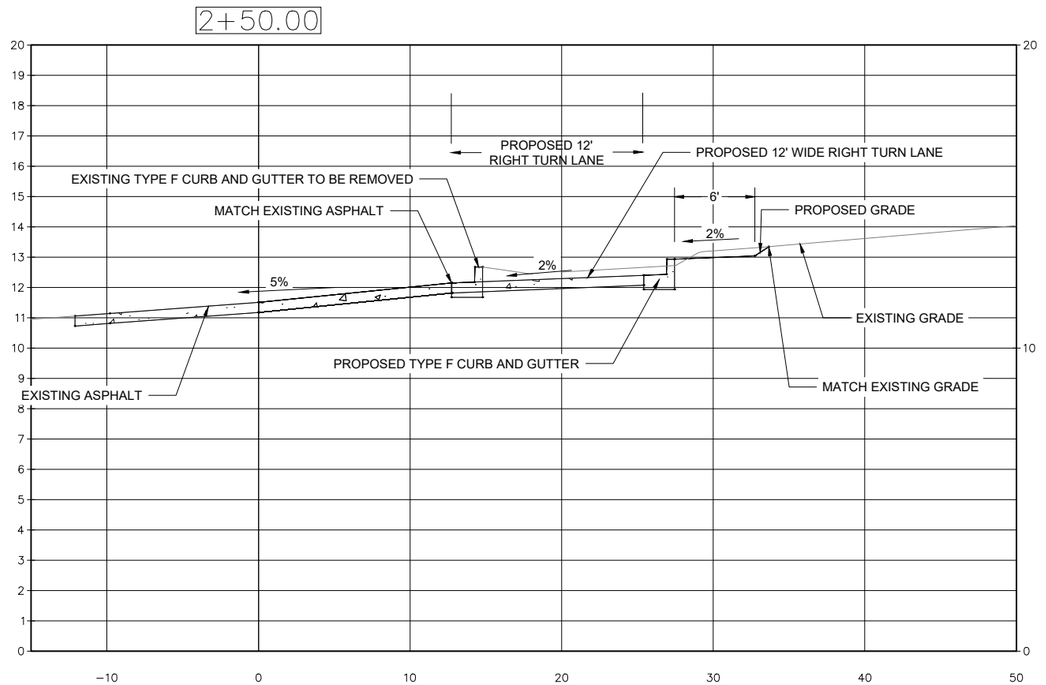
SHEET 9 OF 31







PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

TURN LANE CROSS SECTIONS

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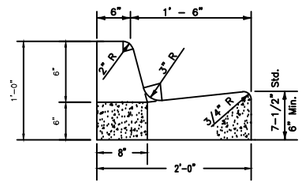
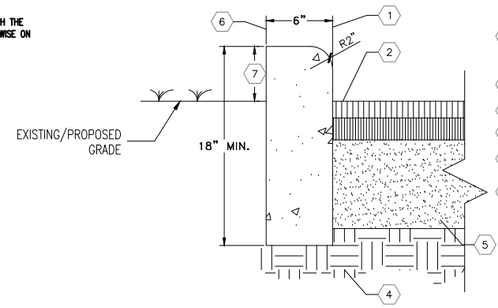
SHEET 10 OF 31

*NOTE: WHEN USED ON THE HIGH SIDE OF THE ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6", UNLESS SHOWN OTHERWISE ON THE PLANS.



F.D.O.T. TYPE "F"
CURB & GUTTER DETAIL
N.T.S.



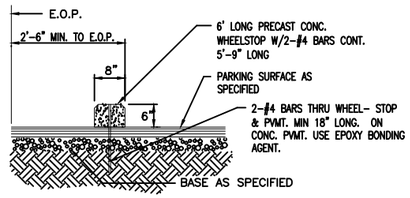
KEYED NOTES

1. LINE OF FACE OF CURB (CURB GRADE SHOWN ON PLAN).
2. PAVEMENT AT GRADE SHOWN ON PLAN.
3. N/A.
4. PREPARED SUB-GRADE.
5. STONE BASE.
6. LINE FOR BACK OF CURB.

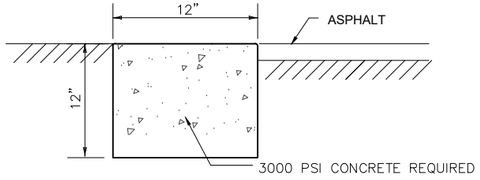
NOTE:
ALL CURBS TO HAVE 3/4" EXPANSION JOINTS AT MAXIMUM 100 FEET WITH DOWELS AND CONTROL JOINTS AT MAX. 20 FEET.

7. CONTRACTOR TO PROVIDE 6" REVEAL ON BACKSIDE OF CURB TO HELP PREVENT SAND INTRUSION INTO PARKING AREA

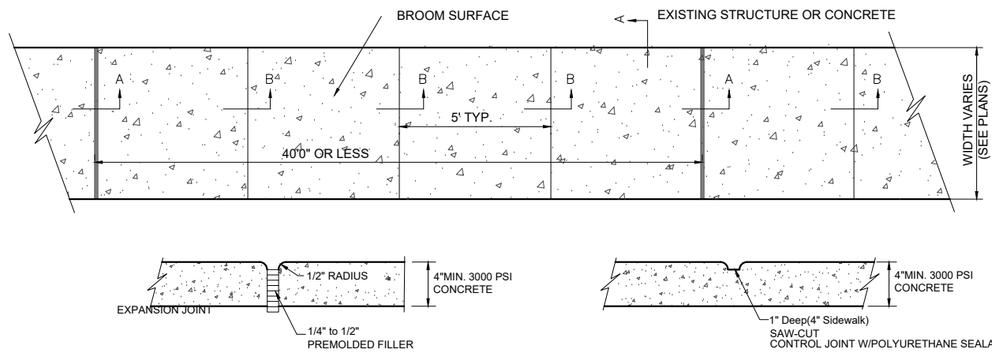
VERTICAL / HEADER CURB
N.T.S.



CONCRETE WHEELSTOP/
BUMPER BLOCK DETAIL
N.T.S.



TYP. 12" CONCRETE
RIBBON CURB DETAIL
N.T.S.



SECTION A

SECTION B
CONSTRUCTION CONTROL JOINT

CONCRETE WALK DETAIL
N.T.S.

NOTES:

1. ALL EXPANSION /CONTROL JOINTS SHALL BE FILLED WITH SIKAFLEX-1C SL (OR APPROVED EQUAL) SEALANT. JOINTS SHALL BE TAPED PRIOR TO SEALING TO ENSURE A CLEAN EDGE.
2. ALL CONCRETE WALKING SURFACES SHALL BE A FINE BROOM FINISH.
3. ALL CONCRETE WALKWAYS SHALL HAVE FIBER MESH REINFORCEMENT.
4. CONSTRUCTION AND EXPANSION JOINTS ARE REQUIRED AS PER ESCAMBIA COUNTY STANDARD SPECIFICATIONS LATEST EDITION.

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
STANDARD DETAILS

VOLKERT
Engineers * Surveyors * Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-8935

DRAWN BY: ANATOLI LAUGHLIN
DESIGNED BY: MARC HANEKE
CHECKED BY: DAVID FORTE
DISTRICT: 4
DATE: MARCH 2018
FIELD BOOK, PAGES:
SECTION, TOWNSHIP, RANGE:
REG. FLA. LAND. NO.: 64091
SIGNATURE:

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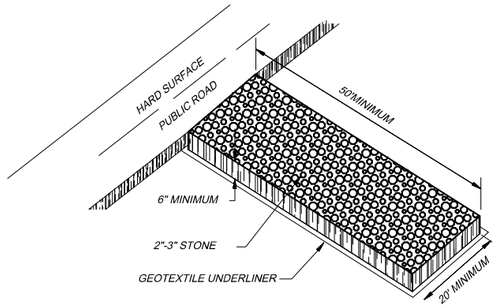
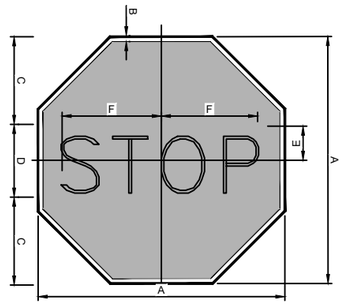
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 11 OF 31

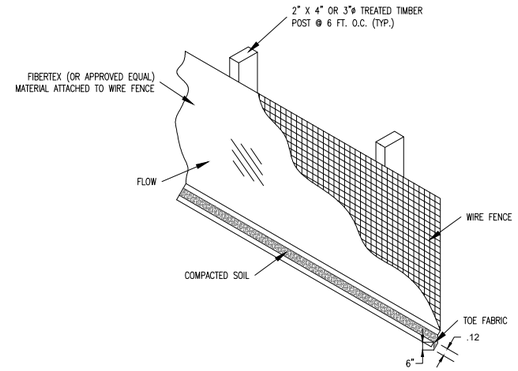


CONSTRUCTION ENTRANCE DETAIL
N.T.S.

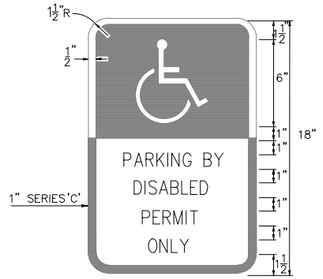


A	B	C	D	E	F
30"	0.75"	10"	10C	5"	12.5"

R1-1 STOP SIGN DETAIL
N.T.S.



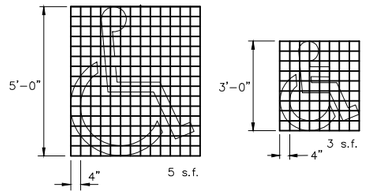
SILT FENCE DETAIL
N.T.S.



NOTES

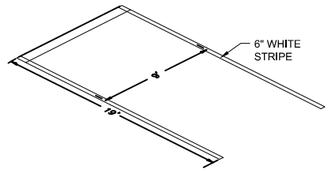
1. TOP PORTION OF R7-8 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. R7-8 MAY BE FABRICATED ON ONE PANEL OR TWO.
4. SIGNS ARE TO BE MOUNTED AT STANDARD HEIGHT. (7' FROM PAVMENT TO BOTTOM OF SIGN).

HANDICAP SIGN
N.T.S.

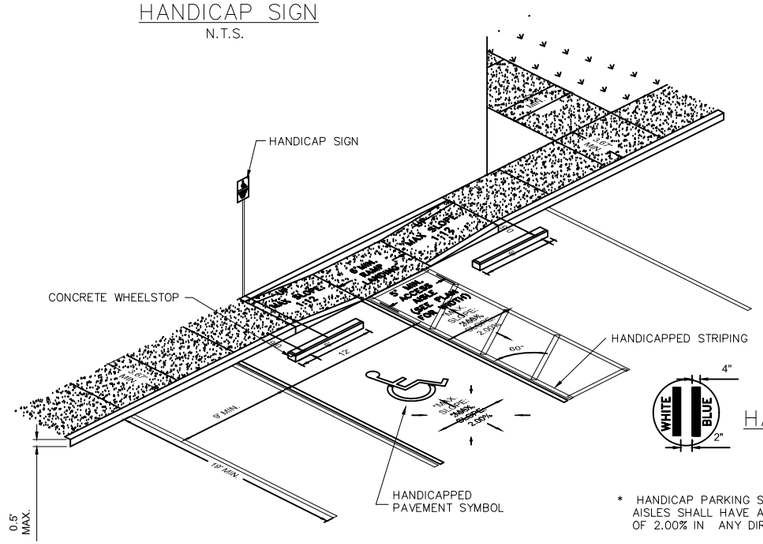


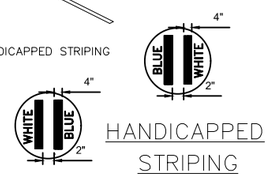
♿ USE OF PAVEMENT SYMBOL IN HANDICAPPED PARKING SPACES IS OPTIONAL, WHEN USED THE SYMBOL SHALL BE 3 OR 5 FT. HIGH AND WHITE IN COLOR.

HANDICAPPED
PAVEMENT SYMBOL
N.T.S.



TYPICAL PARKING SPACE
N.T.S.





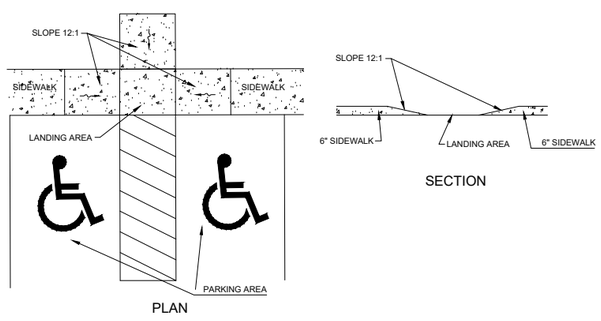
HANDICAPPED
STRIPING
N.T.S.

* HANDICAP PARKING SPACES & ACCESS AISLES SHALL HAVE A MAXIMUM GRADIENT OF 2.00% IN ANY DIRECTION

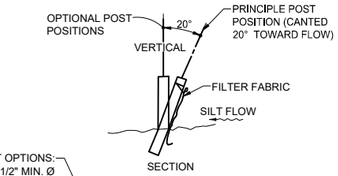
* ACCESS AISLE FOR VAN ACCESSIBLE HANDICAP PARKING SHALL BE 8' WIDE

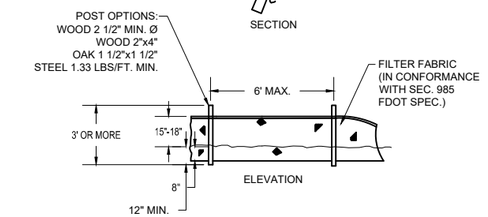
* SEE PLAN FOR WIDTH

HANDICAP DETAIL
N.T.S.

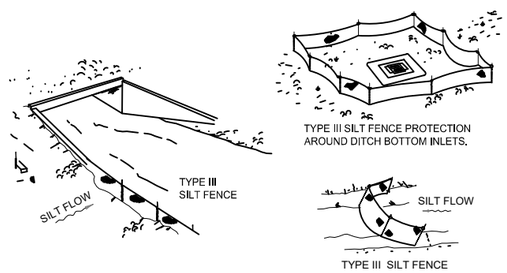


HANDICAP RAMP DETAIL
N.T.S.





TYPE III SILT FENCE



NOTE:
DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

SILT FENCE APPLICATIONS DETAIL
N.T.S.

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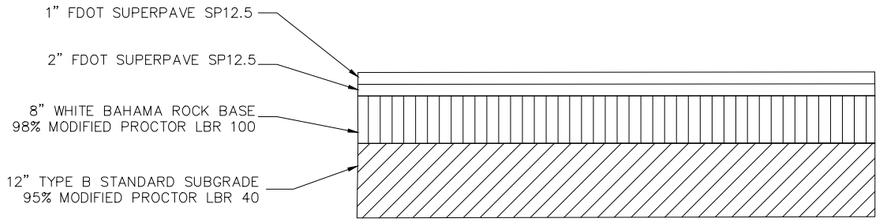
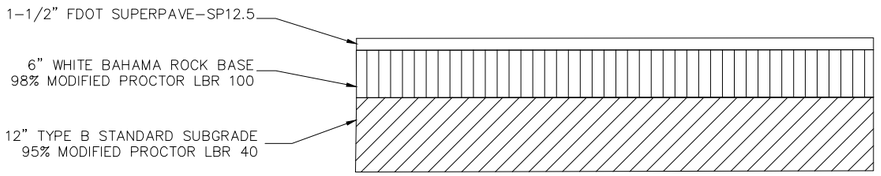


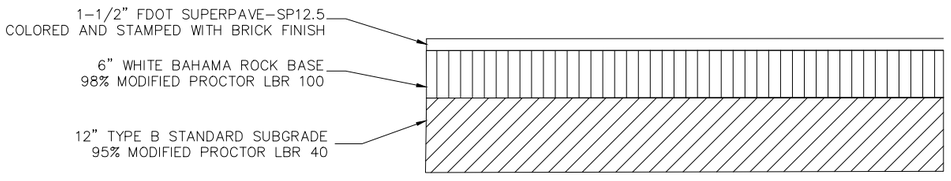
RIGHT TURN LANE TYPICAL ASPHALT SECTION

N.T.S.



TYPICAL ASPHALT SECTION

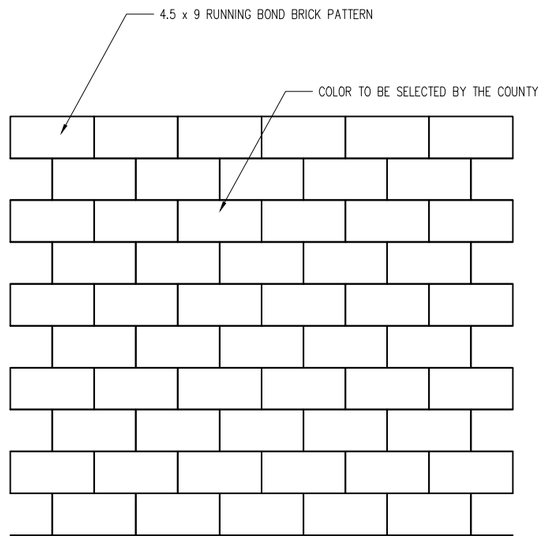
N.T.S.



STAMPED COLORED ASPHALT DETAIL

N.T.S.

NOTES:
1) COLOR TO BE SELECTED BY THE COUNTY



STAMPED ASPHALT PLAN VIEW
PATTERN

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DISTRICT	4
SECTION-TOWNSHIP-RANGE	

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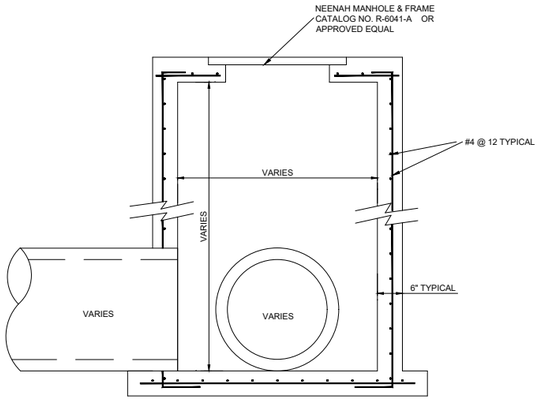
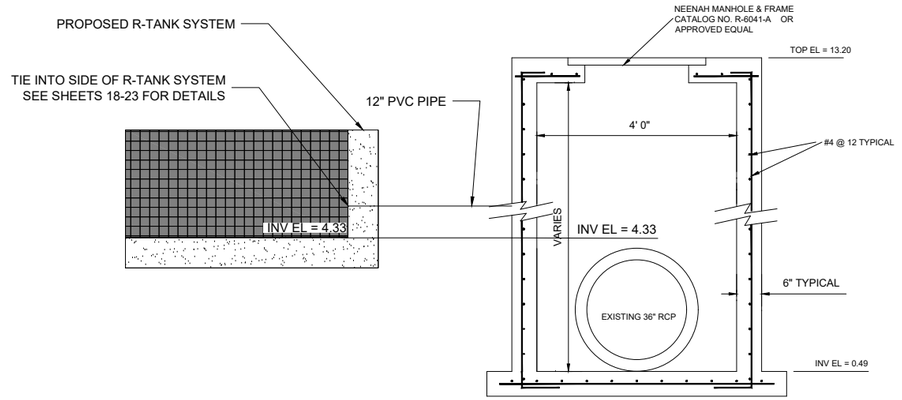


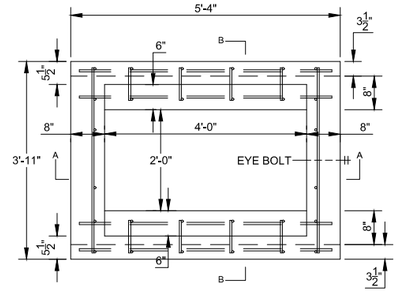
TYPICAL JUNCTION BOX DETAIL

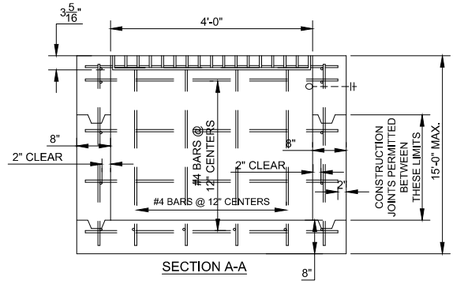
N.T.S.



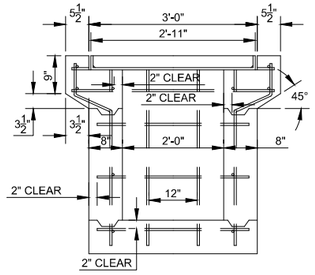
JUNCTION BOX - STRUCTURE A2

N.T.S.





SECTION A-A



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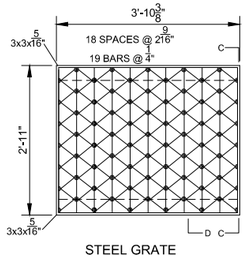
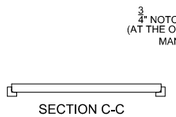
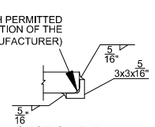


STEEL GRATE



SECTION C-C



SECTION D-D

TYPE "F" INLET

N.T.S.

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

STANDARD DETAILS

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DISTRICT:	4
SECTION/TOWNSHIP/RANGE:	
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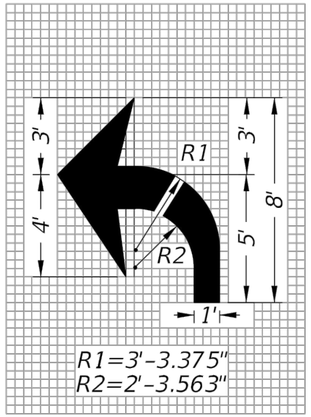

Turn Lane-Use Arrow (Left Turn Shown - Right Turn Similar by Opposite Hand)

17 S.F.

NOTES:

1. *When an arrow and a pavement message are used together, locate the arrow 25' downstream from the pavement message. Measure the distance from the base of the arrow to the base of the pavement message.*
2. *Place stop message 25' back from the stop line.*
3. *Dimensions are within 1" ±.*
4. *All grids are 4" x 4".*

Solid Edge Line or Lane Line — 6"

Solid Channelizing Line — 8", 12" or 18"

Two-Lane Passing Prohibited Lines — 6", 4", 6"

Double Solid Lines — 6", 4", 6"

12" Solid Pedestrian Crosswalk Line
24" Solid Stop Line — 12" or 24"

2'-4' Dotted Guide Line — 6"

2'-2' Dotted Extension Line — 12"

6'-10' Dotted Extension Line — 10' 10' 10' 10' 10' 10' 10' 10' 10' 10' 10' 10' 10'; 6' 6' 6' 6' 6' 6' 6' 6' 6' 6' 6' 6' 6'; 6"

3'-9' Dotted Interchange Line — 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9'; 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3'; 6"

3'-9' Dotted Lane Drop Line — 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9' 9'; 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3' 3'; 12"

10'-30' Skip Line — 10' 30' 10' 30' 10' 30' 10' 30' 10'; 6"

PAVEMENT MARKING LINES

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
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APPROVED BY: DAVID DUKE
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FIELDBOOK / PAGES:
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PROJECT NUMBER 635501
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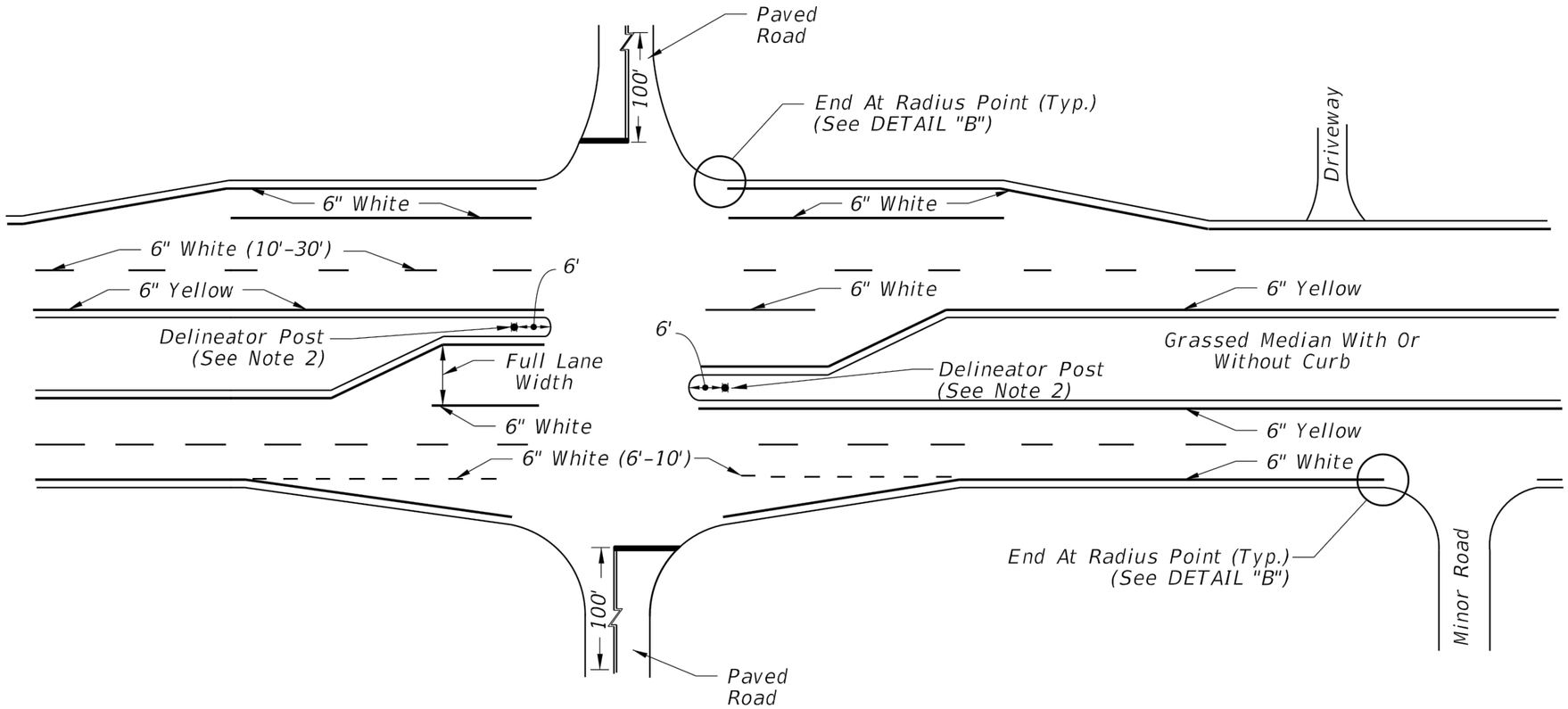
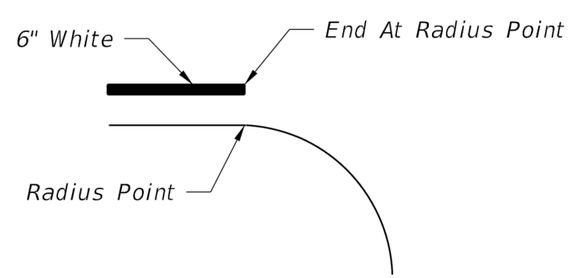


PAVEMENT MARKINGS FOR INTERSECTIONS WITH MAJOR AND MINOR ROADS



DETAIL "B"

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
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STANDARD DETAILS

VOLKERT
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DISTRICT:
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QA/QC BY: SCOTT DAVID DUFFY
SECTION/TOWNSHIP/RANGE:
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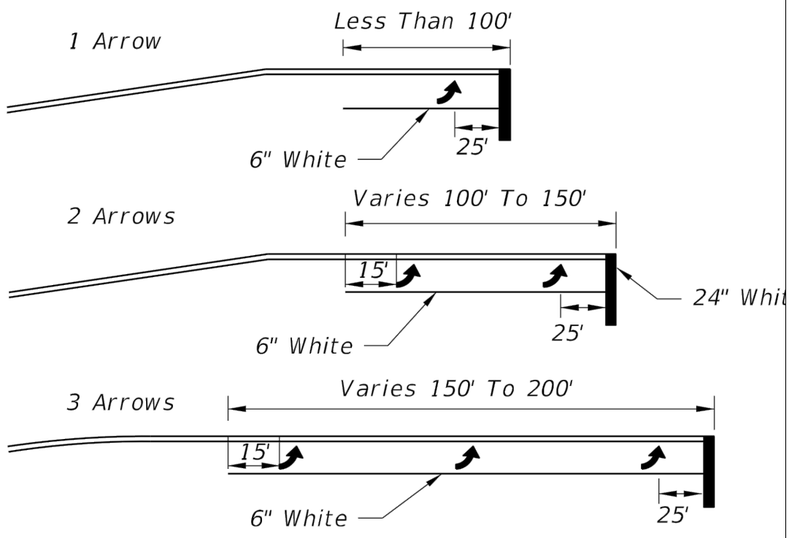

Arrow should be evenly spaced between first and last arrow. Turn lanes longer than 200' add one arrow for each 100' additional length.

ARROW SPACING

NOTES:

1. This Index also applies to right turn lanes.
2. Make pavement marking yellow for left-turn lanes and white for right-turn lanes.

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DATE: AUGUST 2018
FIELDBOOK PAGES:
DESIGNED BY: MIKE WARNKE
SCALE: NO SCALE
DAVID DUKE
CHECKED BY:
DISTRICT: 4
SECTION | TOWNSHIP | RANGE
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SURVEY NUMBER
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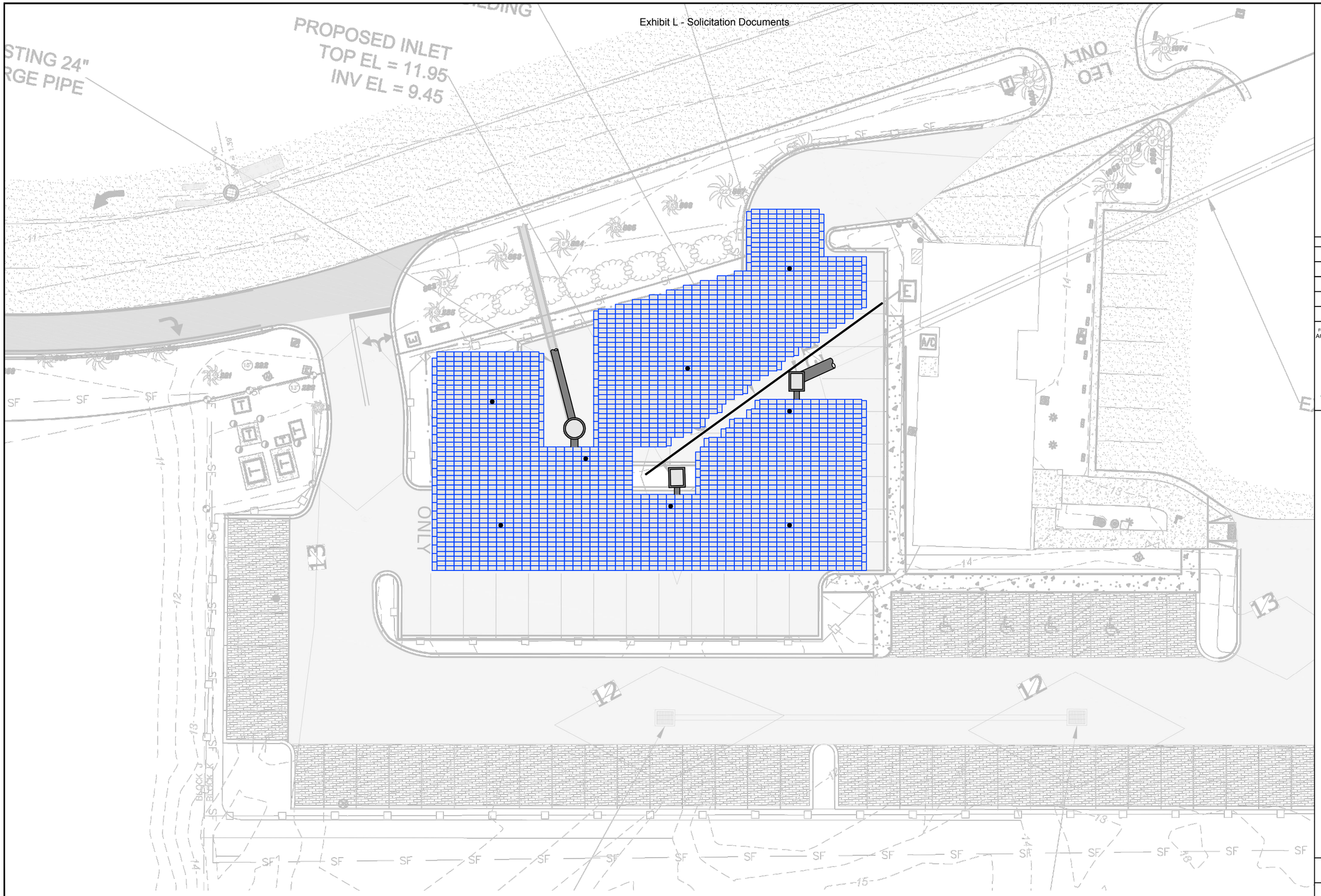

R-TANK^{HD} SYSTEM OVERLAY
SCALE: 1" = 25'

NOTE: ENGINEER OF RECORD TO REVIEW, APPROVE AND ENDORSE FINAL SITE SPECIFIC DESIGN.

DATE	REVISION

FOR ADDITIONAL INFORMATION PLEASE CONTACT:
ACF ENVIRONMENTAL 1-800-448-3636
www.acfenvironmental.com

ACF ENVIRONMENTAL
LET'S GET IT DONE

R-TANK^{HD} SYSTEM LAYOUT
CASINO BEACH PARKING AREA
ESCAMBIA, FL
SITE DESIGNATION: INFILTRATION SYSTEM
ACF ENVIRONMENTAL, 1-800-448-3636, www.acfenvironmental.com

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03/15/18

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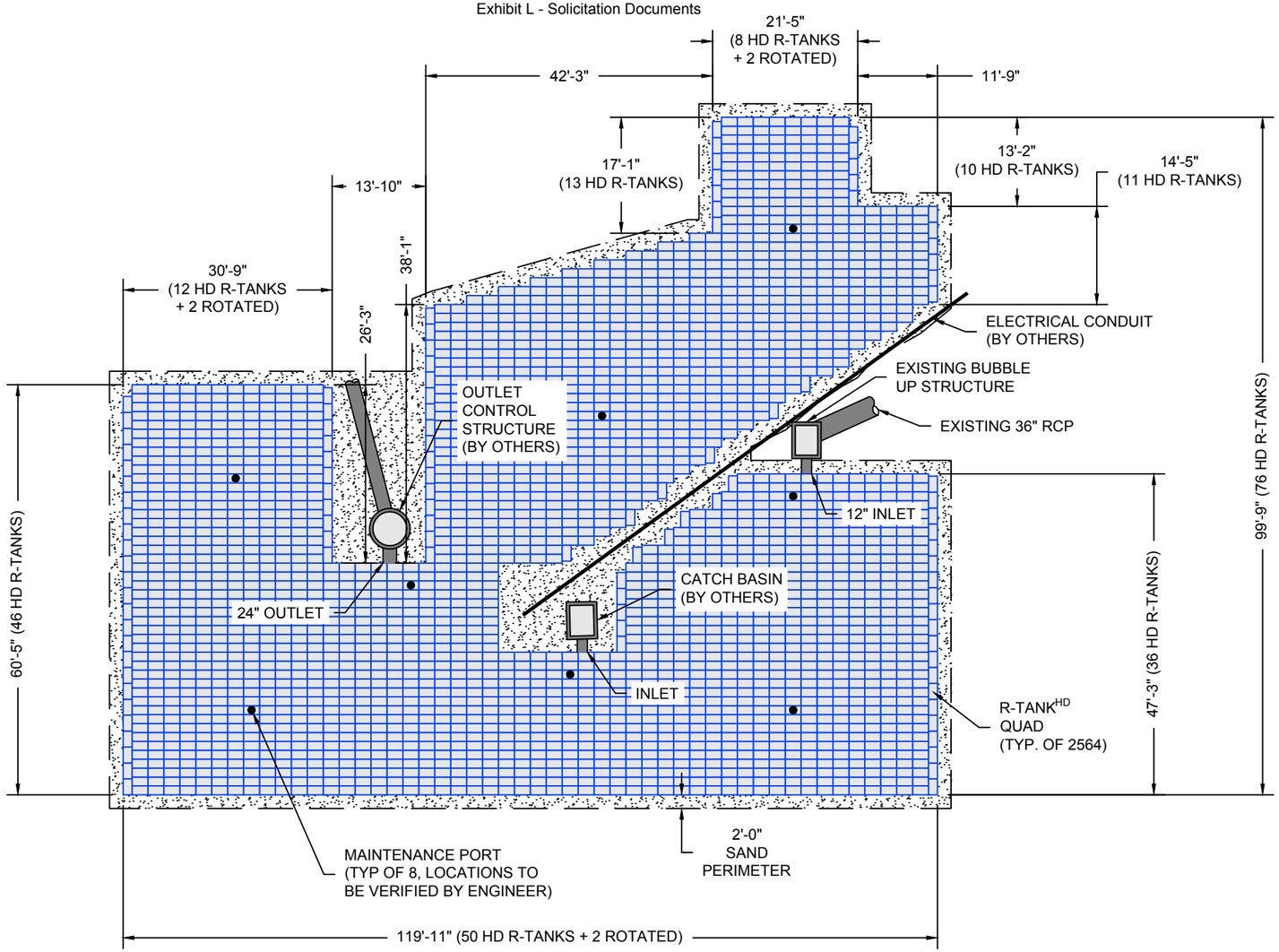
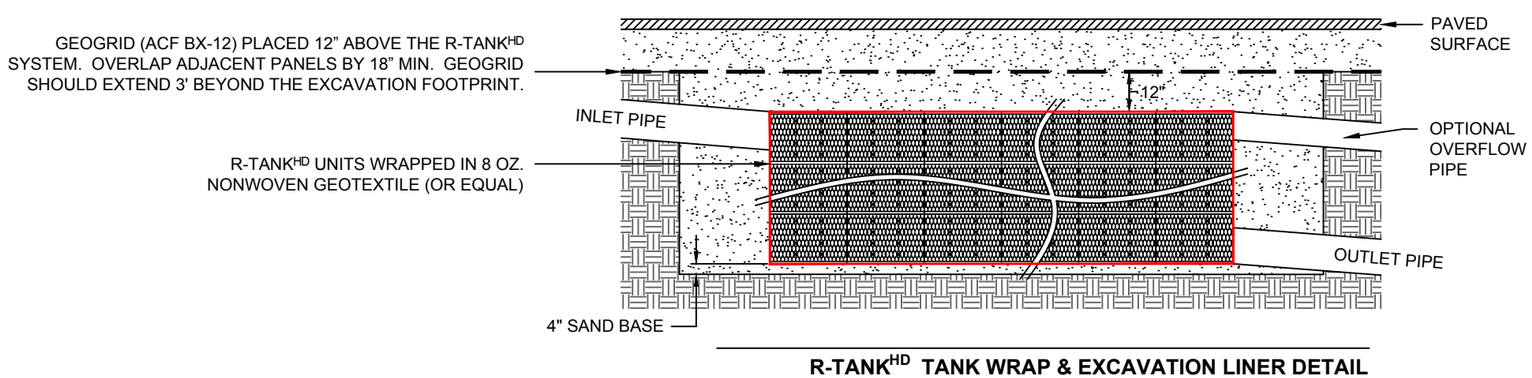
18 OF 31



NOTES:
1. STORAGE VOLUME FROM 4.33 TO 9.40 = 38,014 CF
2. MAXIMUM WATER SURFACE ELEVATION FOR STORAGE VOLUMES = 9.48.

LAYOUT SCALE	1" = 20'
R-TANK^{HD} MODULE TYPE	QUAD
TRAFFIC LOAD	HS-20
# OF QUAD R-TANKS	2,564
R-TANK STORAGE VOLUME	38,614 CF
TANK INVERT	4.33
INVERT OF SAND BASE (4")	4.00
TOP OF R-TANK ELEV.	9.91
TOP OF COVER SAND ELEV. (12")	10.91
ACF BX-12 GEOGRID ELEV.	10.91
MIN. SAND PERIMETER WIDTH	2.0 FT
SEE SHEETS 3 - 6 FOR DETAILS AND ADDITIONAL INFORMATION	



R-TANK^{HD} TANK WRAP & EXCAVATION LINER DETAIL

NOTE: ENGINEER OF RECORD TO REVIEW, APPROVE AND ENDORSE FINAL SITE SPECIFIC DESIGN.

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R-TANK^{HD} SYSTEM LAYOUT
CASINO BEACH PARKING AREA
ESCAMBIA, FL
SITE DESIGNATION: INFILTRATION SYSTEM
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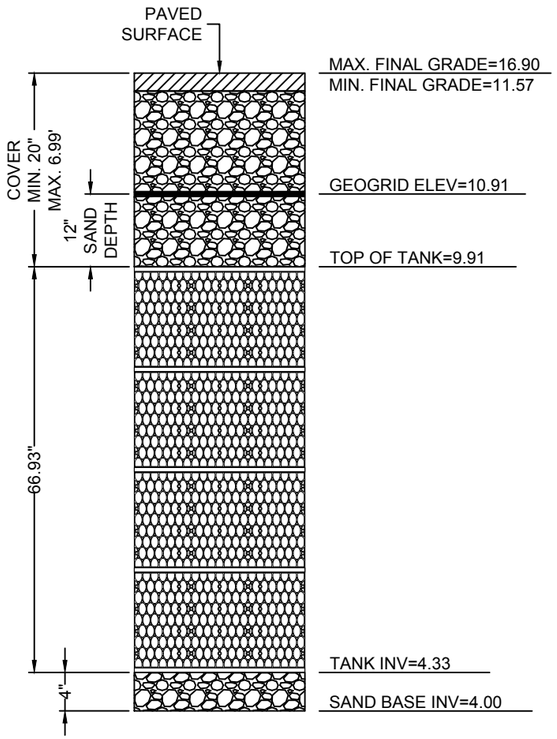
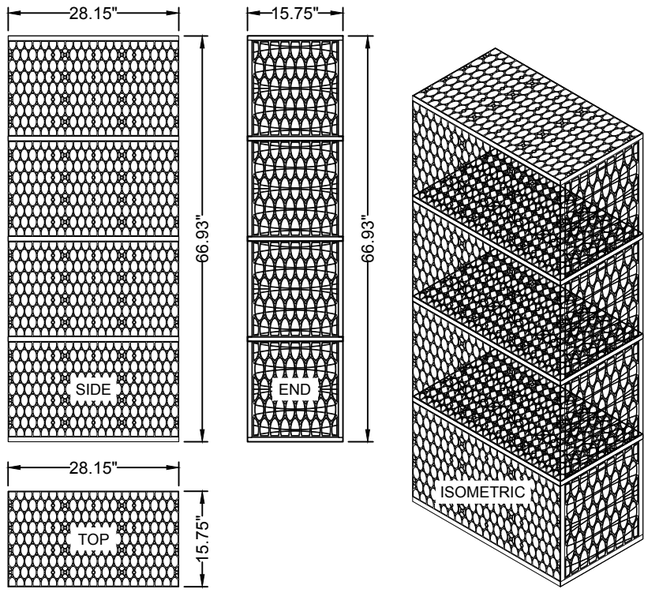


QUAD R-TANK^{HD} - ELEVATION



MODULE DATA

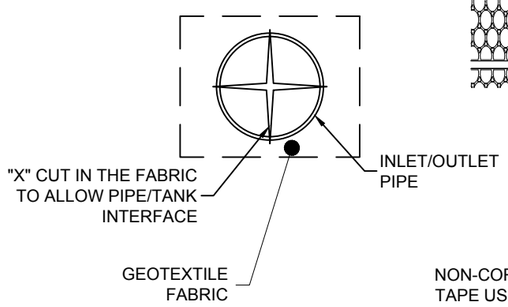
GEOMETRY:
LENGTH = 28.15 IN. (715 MM)
WIDTH = 15.75 IN. (400 MM)
HEIGHT = 66.93 IN. (1700 MM)
TANK VOLUME = 17.17 CF
STORAGE VOLUME = 16.31 CF
VOID INTERNAL VOLUME: 95%
VOID SURFACE AREA: 90%

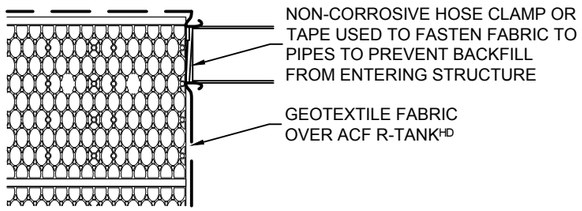
LOAD RATING:
33.4 PSI, (MODULE ONLY)
HS20, (WITH ACF COVER SYSTEM)
MATERIAL:
100% RECYCLED POLYPROPYLENE
SMALL PLATES PER SEGMENT/TOTAL:
5/20

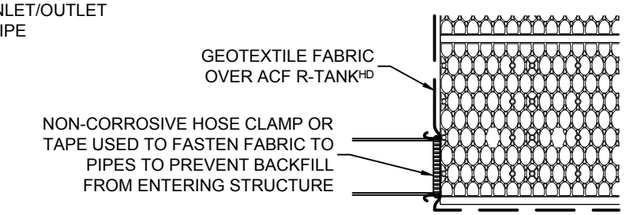
QUAD R-TANK^{HD} - MODULE DETAIL

R-TANK^{HD} QUANTITIES	
R-TANK^{HD} MODULE TYPE	QUAD
# OF QUAD R-TANKS	2,564
R-TANK STORAGE VOLUME	38,614 CF
SAND BED FOOTPRINT	9,649 SF
SAND QUANTITY	809 CY
8 OZ. NON-WOVEN GEOTEXTILE TANK WRAP	22,480 SF (2,498 SY)
ACF BX-12 GEOGRID	12,819 SF (1,424 SY)
12" MAINTENANCE PORTS	8
PIPE BOOTS (UNKNOWN SIZE)	1
12" PIPE BOOTS	1
24" PIPE BOOTS	1
NOTE: SAND QUANTITY INCLUDES 12" OF COVER AND 4" OF BASE.	
NOTE: GEOTEXTILE / LINER QUANTITIES INCLUDE A 15% WASTE FACTOR.	

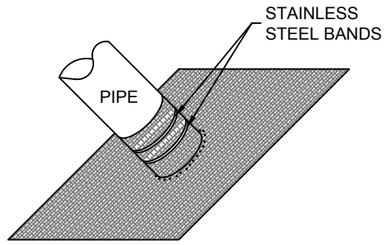
END VIEW OF PIPE/FABRIC CONNECTION. CUT AN "X" IN THE FABRIC SLIGHTLY LARGER THAN PIPE, PULL THE FABRIC AROUND THE PIPE TO CREATE THE "BOOT" AND THEN SECURE WITH A HOSE-CLAMP.



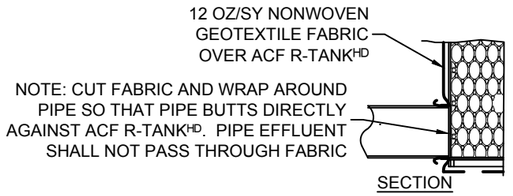


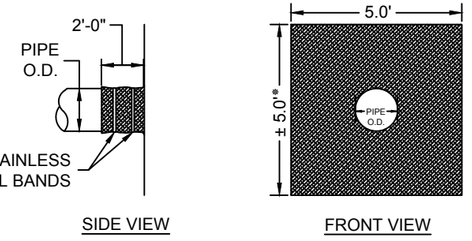


R-TANK^{HD} TYPICAL TANK INLET/OUTLET DETAIL



- 12 OZ/SY NONWOVEN GEOTEXTILE
- FABRIC COLLAR TO FIT OUTSIDE DIAMETER OF INLET/OUTLET PIPE
- * TRIM AS NEEDED





GEOTEXTILE PIPE BOOT FOR R-TANK^{HD}

NOTE: ENGINEER OF RECORD TO REVIEW, APPROVE AND ENDORSE FINAL SITE SPECIFIC DESIGN.

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R-TANK^{HD} SYSTEM DETAILS
CASINO BEACH PARKING AREA
ESCAMBIA, FL
SITE DESIGNATION: INFILTRATION SYSTEM
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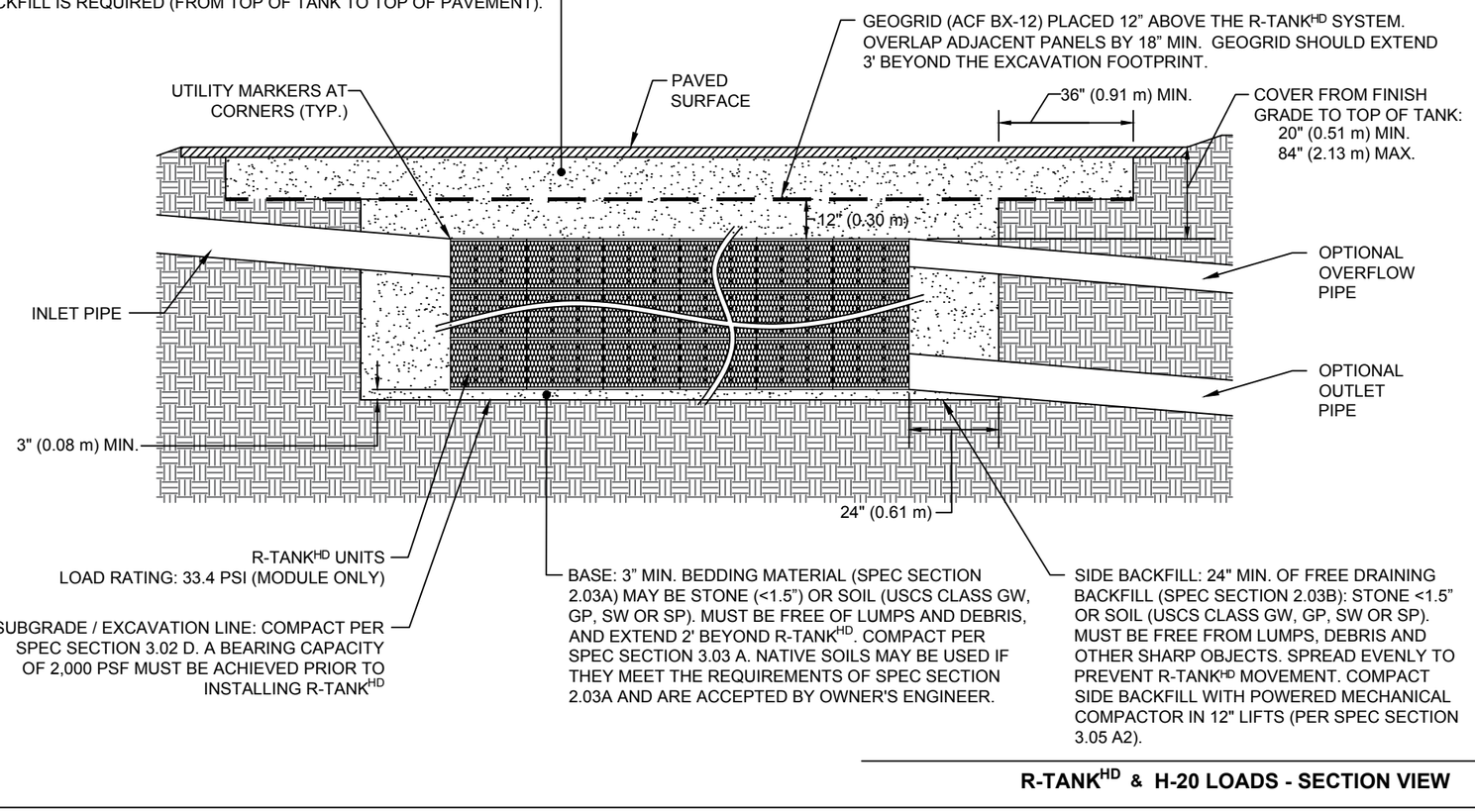
TOTAL COVER: 20” MINIMUM AND 84” MAXIMUM. FIRST 12” MUST BE FREE DRAINING BACKFILL (SPEC SECTION 2.03B): STONE <1.5” OR SOIL (USCS CLASS GW, GP, SW OR SP). ADDITIONAL FILL MAY BE STRUCTURAL FILL (SPEC SECTION 2.03C): STONE OR SOIL (USCS CLASS SM, SP, SW, GM, GP OR GW) WITH MAX CLAY CONTENT<10%, MAX 25% PASSING NO. 200 SIEVE, AND MAX PLASTICITY INDEX OF 4. A MIN. 12” COVER MUST BE MAINTAINED BETWEEN BACKFILL EQUIPMENT AND THE TOP OF THE R-TANK™ SYSTEM AT ALL TIMES. TOTAL HEIGHT OF TOP BACKFILL SHOULD NOT EXCEED 7'. CONTACT ACF ENVIRONMENTAL IF MORE THAN 7' OR LESS THAN 20" OF TOP BACKFILL IS REQUIRED (FROM TOP OF TANK TO TOP OF PAVEMENT).

NOTES: Exhibit L - Solicitation Documents

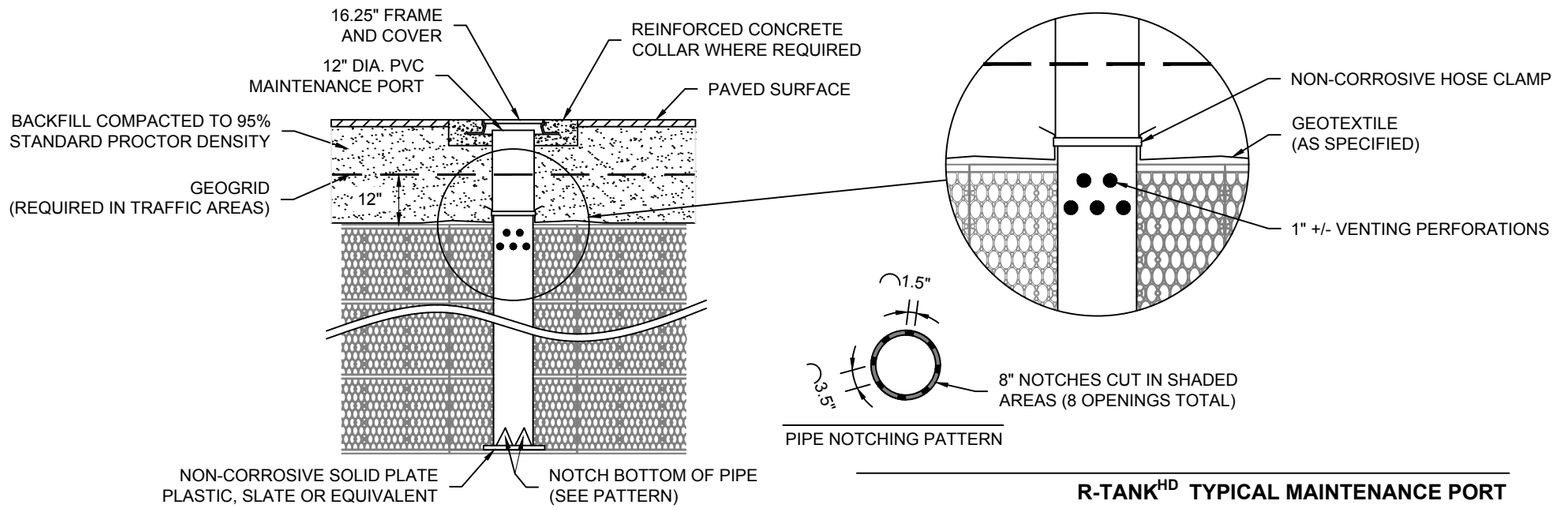
1. FOR COMPLETE MODULE DATA, SEE APPROPRIATE R-TANK^{HD} MODULE SHEET .
2. INSTALLATIONS PER THIS DETAIL MEET GUIDELINES OF HL-93 LOADING PER THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, CUSTOMARY U.S. UNITS, 7TH EDITION, 2014 WITH 2015 AND 2016 INTERIM REVISIONS.
3. PRE-TREATMENT STRUCTURES NOT SHOWN.
4. FOR INFILTRATION APPLICATIONS, GEOTEXTILE ENVELOPING R-TANK SHALL BE ACF M200 (PER SPEC SECTION 2.02A) AND BASE SHALL BE 4" MIN. UNCOMPACTED FREE DRAINING BACKFILL (SPEC SECTION 2.03A) TO PROVIDE A LEVEL BASE. SURFACE MUST BE SMOOTH, FREE OF LUMPS OR DEBRIS, AND EXTEND 2' BEYOND R-TANK^{HD} FOOTPRINT.



R-TANK^{HD} & H-20 LOADS - SECTION VIEW

NOTES

1. THIS PORT IS USED TO PUMP WATER INTO THE SYSTEM AND RE-SUSPEND ACCUMULATED SEDIMENT SO THAT IT MAY BE PUMPED OUT.
2. MINIMUM REQUIRED MAINTENANCE INCLUDES A QUARTERLY INSPECTION DURING THE FIRST YEAR OF OPERATION AND A YEARLY INSPECTION THEREAFTER. FLUSH AS NEEDED.
3. ONLY R-TANK^{HD} AND R-TANK^{SD} MAY BE USED IN TRAFFIC APPLICATIONS.
4. SEE TRAFFIC LOADING DETAIL FOR MINIMUM & MAXIMUM COVER REQUIREMENTS.



PIPE NOTCHING PATTERN

R-TANK^{HD} TYPICAL MAINTENANCE PORT

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R-TANK^{HD} SYSTEM DETAILS
CASINO BEACH PARKING AREA
ESCAMBIA, FL
SITE DESIGNATION: INFILTRATION SYSTEM
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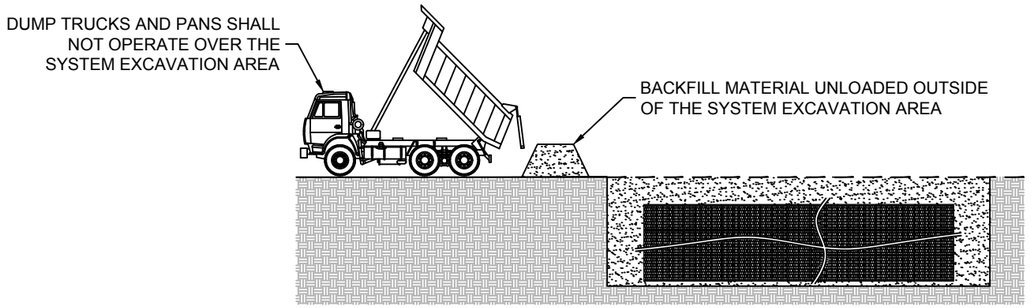
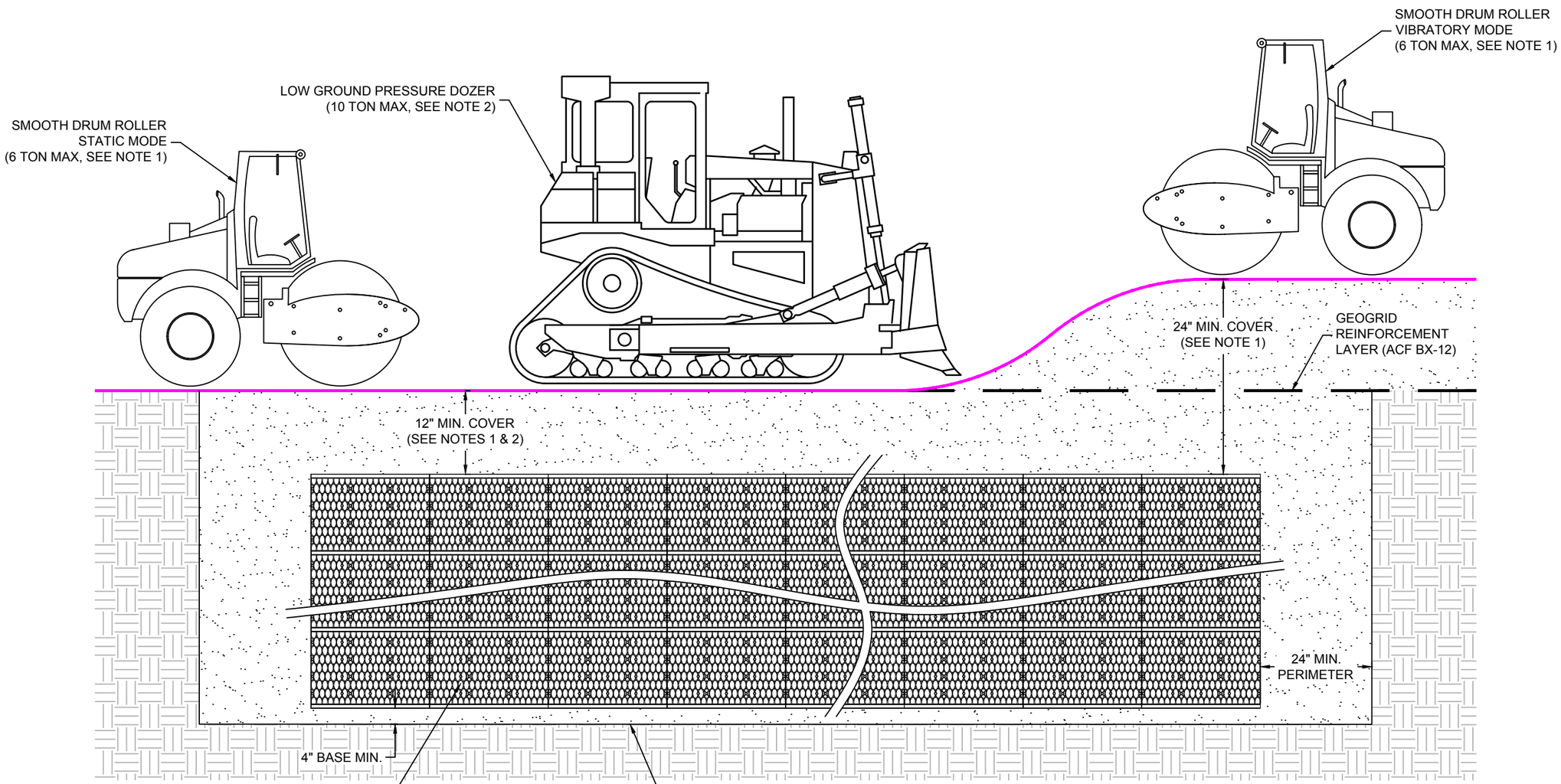


DUMP TRUCK DETAIL (SEE NOTE 3)

NOTES:

1. FOLLOWING PLACEMENT OF SIDE BACKFILL, A UNIFORM 12" LIFT OF THE FREELY DRAINING MATERIAL (SPEC SECTION 2.03 B) SHALL BE PLACED OVER THE R-TANK AND LIGHTLY COMPACTED USING A WALK-BEHIND TRENCH ROLLER. ALTERNATELY, A ROLLER (MAXIMUM GROSS VEHICLE WEIGHT OF 6 TONS) MAY BE USED. ROLLER MUST REMAIN IN STATIC MODE UNTIL A MINIMUM OF 24" OF COVER HAS BEEN PLACED OVER THE MODULES. SHEEP FOOT ROLLERS SHOULD NOT BE USED. **SPEC SECTION 3.05 A**
2. ONLY LOW PRESSURE TIRE OR TRACK VEHICLES (LESS THAN 7 PSI AND OPERATING WEIGHT OF LESS THAN 20,000 LBS) SHALL BE OPERATED OVER THE R-TANK SYSTEM DURING CONSTRUCTION. **SPEC SECTION 3.05 B**
3. DUMP TRUCKS AND PANS SHALL NOT BE OPERATED WITHIN THE R-TANK SYSTEM AT ANY TIME. WHERE NECESSARY, THE HEAVY EQUIPMENT SHOULD UNLOAD IN AN AREA ADJACENT TO THE R-TANK SYSTEM AND THE MATERIAL SHOULD BE MOVED OVER THE SYSTEM WITH TRACKED EQUIPMENT. **SPEC SECTION 3.05 B**
4. ENSURE THAT ALL UNRELATED CONSTRUCTION TRAFFIC IS KEPT AWAY FROM THE LIMITS OF EXCAVATION UNTIL THE PROJECT IS COMPLETE AND FINAL SURFACE MATERIALS ARE IN PLACE. NO NON-INSTALLATION RELATED LOADING SHOULD BE ALLOWED OVER THE R-TANK SYSTEM UNTIL THE FINAL DESIGN SECTION HAS BEEN CONSTRUCTED (INCLUDING PAVEMENT). **SPEC SECTION 3.05 C**
5. SEE R-TANK INSTALLATION GUIDE OR CONTACT YOUR LOCAL ACF REPRESENTATIVE FOR ADDITIONAL INFORMATION.



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R-TANK^HD CONSTRUCTION EQUIPMENT COVER DETAIL
CASINO BEACH PARKING AREA
ESCAMBIA, FL
SITE DESIGNATION: INFILTRATION SYSTEM
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R-TANK SPECIFICATION

PART 1 - GENERAL

1.01 Related Documents
A. Drawings, technical specification and general provisions of the Contract as modified herein apply to this section.

1.02 Description of Work Included
A. Provide excavation and base preparation per geotechnical engineer's recommendations and/or as shown on the design drawings, to provide adequate support for project design loads and safety from excavation sidewall collapse. Excavations shall be in accordance with the owner's and OSHA requirements.
B. Provide and install R-Tank, R-TankHD, or R-TankSD system (hereafter called R-Tank) and all related products including fill materials, geotextiles, geogrids, inlet and outlet pipe with connections per the manufacturer's installation guidelines provided in this section.
C. Provide and construct the cover of the R-Tank system including; stone backfill, structural fill cover, and pavement section as specified.
D. Protect R-Tank system from construction traffic after installation until completion of all construction activity in the installation area.

1.03 Quality Control
A. All materials shall be manufactured in ISO certified facilities.
B. Installation Contractor shall demonstrate the following experience:
1. A minimum of three R-Tank or equivalent projects completed within 2 years; and,
2. A minimum of 25,000 cubic feet of storage volume completed within 2 years.
3. Contractor experience requirement may be waived if the manufacturer's representative provides on-site training and review during construction.
C. Installation Personnel: Performed only by skilled workers with satisfactory record of performance on bulk earthworks, pipe, chamber, or pond/landfill construction projects of comparable size and quality.
D. Contractor must have manufacturer's representative available for site review if requested by Owner.

1.04 Submittals
A. Submit proposed R-Tank layout drawings. Drawings shall include typical section details as well as the required base elevation of stone and tanks, minimum cover requirements and tank configuration.
B. Submit manufacturer's product data, including compressive strength and unit weight.
C. Submit manufacturer's installation instructions.
D. Submit R-Tank sample for review. Reviewed and accepted samples will be returned to the Contractor.
E. Submit material certificates for geotextile, geogrid, base course and backfill materials.
F. Submit required experience and personnel requirements as specified in Section 1.03.
G. Any proposed equal alternative product substitution to this specification must be submitted for review and approved prior to bid opening. Review package should include third party reviewed performance data that meets or exceeds criteria in Table 2.01 B.

1.05 Delivery, Storage, and Handling
A. Protect R-Tank and other materials from damage during delivery, and store UV sensitive materials under tarp to protect from sunlight when time from delivery to installation exceeds two weeks. Storage of materials should be on smooth surfaces, free from dirt, mud and debris.
B. Handling is to be performed with equipment appropriate to the materials and site conditions, and may include hand, handcart, forklifts, extension lifts, etc.
C. Cold weather:
1. Care must be taken when handling plastics when air temperature is 40 degrees or below as plastic becomes brittle.
2. Do not use frozen materials or materials mixed or coated with ice or frost.
3. Do not build on frozen ground or wet, saturated or muddy subgrade.

1.06 Preinstallation Conference.
A. Prior to the start of the installation, a preinstallation conference shall occur with the representatives from the design team, the general contractor, the excavation contractor, the R-Tank installation contractor, and the manufacturer's representative.

1.07 Project Conditions
A. Coordinate installation for the R-Tank system with other on-site activities to eliminate all non-installation related construction traffic over the completed R-Tank system. No loads heavier than the design loads shall be allowed over the system, and in no case shall loads higher than a standard AASHTO HS20 (or HS25, depending on design criteria) load be allowed on the system at any time.
B. Protect adjacent work from damage during R-Tank system installation.
C. All pre-treatment systems to remove debris and heavy sediments must be in place and functional prior to operation of the R-Tank system. Additional pretreatment measures may be needed if unit is operational during construction due to increased sediment loads.
D. Contractor is responsible for any damage to the system during construction.

PART 2 - PRODUCTS

2.01 R-Tank Units
A. R -Tank - Injection molded plastic tank plates assembled to form a 95% void modular structure of predesigned height (custom for each project).
B. R-Tank units shall meet the following Physical & Chemical Characteristics:

PROPERTY	DESCRIPTION	R-Tank^{LD} VALUE	R-Tank^{HD} VALUE	R-Tank^{SD} VALUE
Void Area	Volume available for water storage	95%	95%	95%
Surface Void Area	Percentage of exterior available for infiltration	90%	90%	90%
Compressive Strength	ASTM D 2412 / ASTM F 2418	30.0 psi	33.4 psi	42.9 psi
HS-20 Minimum Cover	Cover required to support HS-20 loads	N/A	20"	18"
HS-25 Minimum Cover	Cover required to support HS-25 loads	N/A	24"	19"
Maximum Cover	Maximum allowable cover depth	3 feet	< 7 feet	< 10 feet
Unit Weight	Weight of plastic per cubic foot of tank	3.29 lbs / cf	3.62 lbs/cf	3.96 lbs / cf
Rib Thickness	Thickness of load-bearing members	0.18 inches	0.18 inches	0.18 inches
Service Temperature	Safe temperature range for use	-14 – 167° F	-14 – 167° F	-14 – 167° F

2.02 Geosynthetics
A. Geotextile. A geotextile envelope is required to prevent backfill material from entering the R-Tank modules.
1. Standard Application: The standard geotextile shall be an 8 oz per square yard nonwoven geotextile (ACF N080 or equivalent).
2. Infiltration Applications: When water must infiltrate/exfiltrate through the geotextile as a function of the system design, a woven monofilament (ACF M200 or equivalent) shall be used.
B. Geogrid. For installations subject to traffic loads and/or when required by project plans, install geogrid (ACF BX12 or equivalent) to reinforce backfill above the R-Tank system. Geogrid is often not required for non-traffic load applications.

2.03 Backfill & Cover Materials
A. Bedding Materials: Stone (smaller than 1.5" in diameter) or soil (GW, GP, SW, or SP as classified by the Unified Soil Classification System) shall be used below the R-Tank system (3" minimum). Material must be free from lumps, debris, and any sharp objects that could cut the geotextile. Material shall be within 3 percent of the optimum moisture content as determined by ASTM D698 at the time of installation. For infiltration applications bedding material shall be free draining.
B. Side and Top Backfill: Free draining stone (smaller than 1.5" in diameter) or soil (GW, GP, SW, or SP as classified by the Unified Soil Classification System) shall be used adjacent to (24" minimum) and above (for the first 12") the R-Tank system. Material must be free from lumps, debris and any sharp objects that could cut the geotextile. Material shall be within 3 percent of the optimum moisture content as determined by ASTM D698 at the time of installation.
C. Additional Cover Materials: Structural Fill shall consist of granular materials meeting the gradational requirements of SM, SP, SW, GM, GP or GW as classified by the Unified Soil Classification System. Structural fill shall have a maximum of 25 percent passing the No. 200 sieve, shall have a maximum clay content of 10 percent and a maximum Plasticity Index of 4. Material shall be within 3 percent of the optimum moisture content as determined by ASTM D698 at the time of installation.

2.04 Other Materials
A. Utility Marker: Install metallic tape at corners of R-Tank system to mark the area for future utility detection.

PART 3 - EXECUTION

3.01 Assembly of R-Tank Units
A. On-site assembly of tanks shall be performed in accordance with the R-Tank Installation Manual, Section 2.

3.02 Layout and Excavation
A. Installer shall stake out, excavate, and prepare the subgrade area to the required plan grades and dimensions, ensuring that the excavation is at least 2 feet greater than R-Tank dimensions in each direction allowing for installation of geotextile filter fabric, R-Tank modules, and free draining backfill materials.
B. All excavations must be prepared with OSHA approved excavated sides and sufficient working space.
C. Protect partially completed installation against damage from other construction traffic by establishing a perimeter with high visibility construction tape, fencing, barricades, or other means until construction is complete.
D. Base of the excavation shall be uniform, level, and free of lumps or debris and soft or yielding subgrade areas. A minimum 2,000 pounds per square foot bearing capacity is required.
1. Standard Applications: Compact subgrade to a minimum of 95% of Standard Proctor (ASTM D698) density or as required by the Owner's engineer.
2. Infiltration Applications: Subgrade shall be prepared in accordance with the contract documents. Compaction of subgrade should not be performed in infiltration applications.
E. Unsuitable Soils or Conditions: All questions about the base of the excavation shall be directed to the owner's engineer, who will approve the subgrade conditions prior to placement of stone. The owner's engineer shall determine the required bearing capacity of the R-Tank subgrade; however in no case shall a bearing capacity of less than 2,000 pounds per square foot be provided.
1. If unsuitable soils are encountered at the subgrade, or if the subgrade is pumping or appears excessively soft, repair the area in accordance with contract documents and/or as directed by the owner's engineer.
2. If indications of the water table are observed during excavation, the engineer shall be contacted to provide recommendations.
3. Do not start installation of the R-Tank system until unsatisfactory subgrade conditions are corrected and the subgrade conditions are accepted by the owner's engineer.

3.03 Preparation of Base
A. Place a thin layer (3" unless otherwise specified) of bedding material (Section 2.03 A), over the subgrade to establish a level working platform for the R-Tank modules. Level to within ½" (+/- ¼") or as shown on the plans. Native subgrade soils or other materials may be used if determined to meet the requirements of 2.03 A and are accepted by the owner's engineer.
1. Standard Applications: Static roll or otherwise compact bedding materials until they are firm and unyielding.
2. Infiltration Applications: Bedding materials shall be prepared in accordance with the contract documents.
B. Outline the footprint of the R-Tank system on the excavation floor using spray paint or chalk line to ensure a 2' perimeter is available around the R-Tank system for proper installation and compaction of backfill.

3.04 Installation of the R-Tanks
A. Where a geotextile wrap is specified on the stone base, cut strips to length and install in excavation, removing wrinkles so material lays flat. Overlap geotextile a minimum 12" or as recommended by manufacturer.
B. Where an impervious liner (for containment) is specified, install the liner per manufacturer's recommendations and the contract documents. The R-Tank units shall be separated from impervious liner by a non-woven geotextile fabric installed accordance with Section 3.04A.
C. Install R-Tank modules by placing side by side, in accordance with the design drawings. No lateral connections are required. It is advisable to use a string line to form square corners and straight edges along the perimeter of the R-Tank system. The modules are to be oriented as per the design drawing (15.75" x 28.15") with required depth as shown on plans. The large side plate of the tank should be placed on the perimeter of the system. This will typically require that the two ends of the tank area will have a row of tanks placed perpendicular to all other tanks. If this is not shown in the construction drawings, it is a simple field adjustment that will have minimal effect on the overall system footprint. Refer to R-Tank Installation Guide for more details.
D. Wrap the R-Tank top and sides in specified geotextile. Cut strips of geotextile so that it will cover the sides and top, encapsulating the entire system to prevent soil entry into the system. Overlap geotextile 12" or as recommended by manufacturer. Take great care to avoid damage to geotextile (and, if specified, impervious liner) during placement.
E. Identify locations of inlet, outlet and any other penetrations of the geotextile (and optional liner). These connections should be installed flush (butted up to the R-Tank) and the geotextile fabric shall be cut to enable hydraulic continuity between the connections and the R-Tank units. These connections shall be secured using pipe boots with stainless steel pipe clamps. Support pipe in trenches during backfill operations to prevent pipe from settling and damaging the geotextile, impervious liner (if specified) or pipe. Connecting pipes at 90 degree angles facilitates construction, unless otherwise specified. Ensure end of pipe is installed snug against R-Tank system.
F. Install Inspection and Maintenance Ports in locations noted on plans. At a minimum one maintenance port shall be installed within 10' of each inlet & outlet connection, and with a maximum spacing of one maintenance port for every 2,500 square feet. Install all ports as noted in the R-Tank Installation Guide.
G. If required, install ventilation pipes and vents as specified on drawings to provide ventilation for proper hydraulic performance. The number of pipes and vents will depend on the size of the system. Vents are often installed using a 90 degree elbow with PVC pipe into a landscaped area with 'U" bend or venting bollard to inhibit the ingress of debris. A ground level concrete or steel cover can be used.

3.05 Backfilling of the R-Tank Units
A. Backfill and fill with recommended materials as follows:
1. Place freely draining backfill materials (Section 2.03 B) around the perimeter in lifts with a maximum thickness of 12". Each lift shall be placed around the entire perimeter such that each lift is no more than 24" higher than the side backfill along any other location on the perimeter of the R-Tank system. No fill shall be placed over top of tanks until the side backfill has been completed.
2. Each lift shall be compacted at the specified moisture content to a minimum of 95% of the Standard Proctor Density until no further densification is observed (for self-compacting stone materials). The side lifts must be compacted with walk behind compaction equipment. Even when "self-compacting" backfill materials are selected, a walk behind vibratory compactor must be used.
3. Take care to ensure that the compaction process does not allow the machinery to come into contact with the modules due to the potential for damage to the geotextile and R-Tank units.
4. No compaction equipment is permissible to operate directly on the R-Tank modules.
5. Following placement of side backfill, a uniform 12" lift of the freely draining material (Section 2.03 B) shall be placed over the R-Tank and lightly compacted using a walk-behind trench roller. Alternately, a roller (maximum gross vehicle weight of 6 tons) may be used. Roller must remain in static mode until a minimum of 24" of cover has been placed over the modules. Sheep foot rollers should not be used.
6. Install a geogrid (required for traffic applications) over the initial 12" lift of backfill. Geogrid shall extend a minimum of 3 feet beyond the limits of the excavation wall.
7. Following placement and compaction of the initial cover, subsequent lifts of structural fill (Section 2.03 C) shall be placed at the specified moisture content and compacted to a minimum of 95% of the Standard Proctor Density and shall cover the entire footprint of the R-Tank system. During placement of fill above the system, unless otherwise specified, a uniform elevation of fill shall be maintained to within 12" across the footprint of the R-Tank system. Do not exceed maximum cover depths listed in Table 2.01 B.
8. Place additional layers of geotextile and/or geogrid at elevations as specified in the design details. Each layer of geosynthetic reinforcement placed above the R-Tank system shall extend a minimum of 3 feet beyond the limits of the excavation wall.
B. Only low pressure tire or track vehicles shall be operated over the R-Tank system during construction. No machinery should drive on top of the tank until a minimum of 18" of backfill and compaction is achieved. Dump Trucks and Pans shall not be operated within the R-Tank system footprint at any time. Where necessary the heavy equipment should unload in an area adjacent to the R-Tank system and the material should be moved over the system with tracked equipment.
C. Ensure that all unrelated construction traffic is kept away from the limits of excavation until the project is complete and final surface materials are in place. No non-installation related loading should be allowed over the R-Tank system until the final design section has been constructed (including pavement).
D. Place surfacing materials, such as groundcovers (no large trees), or paving materials over the structure with care to avoid displacement of cover fill and damage to surrounding areas.
E. Backfill depth over R-Tank system must be within the limitations shown in the table in Section 2.01 B. If the total backfill depth does not comply with this table, contact engineer or manufacturer's representative for assistance.

PART 4 - USING THE SYSTEM

4.01 Maintenance Requirements
A. A routine maintenance effort is required to ensure proper performance of the R-Tank system. The Maintenance program should be focused on pretreatment systems. Ensuring these structures are clean and functioning properly will reduce the risk of contamination of the R-Tank system and stormwater released from the site. Pre-treatment systems shall be inspected yearly, or as directed by the regulatory agency and by the manufacturer (for proprietary systems). Maintain as needed using acceptable practices or following manufacturer's guidelines (for proprietary systems).
B. Inspection and/or Maintenance Ports in the R-Tank system will need to be inspected for accumulation of sediments at least quarterly through the first year of operation and at least yearly thereafter. This is done by removing the cap of the port and using a measuring device long enough to reach the bottom of the R-Tank system and stiff enough to push through the loose sediments, allowing a depth measurement.
C. If sediment has accumulated to the level noted in the R-Tank Maintenance Guide or beyond a level acceptable to the Owner's engineer, the R-Tank system should be flushed.
D. A flushing event consists of pumping water into the Maintenance Port and/or adjacent structure, allowing the turbulent flows through the R-Tank system to re-suspend the fine sediments. If multiple Maintenance Ports have been installed, water should be pumped into each port to maximize flushing efficiency. Sediment-laden water can be filtered through a Dirtbag or approved equivalent if permitted by the locality.

DATE	REVISION

FOR ADDITIONAL INFORMATION PLEASE CONTACT:
ACF ENVIRONMENTAL 1-800-448-3636
www.acfenvironmental.com

ENVIRONMENTAL
LET'S GET IT DONE

R-TANK SPECIFICATION
CASINO BEACH PARKING AREA
ESCAMBIA, FL
SITE DESIGNATION: INFILTRATION SYSTEM
ACF ENVIRONMENTAL, 1-800-448-3636, www.acfenvironmental.com

DRAWN BY
EDQ

DATE
03/15/18

SHEET NO.
23 OF 31

KENNETH W. POWERS
LICENSE
No. 78362
STATE OF FLORIDA
PROFESSIONAL ENGINEER
5-4-18

INSTALL SINGLE LUMINAIRE LI
SEE DETAILS

LEO ONLY

ORT PICKENS ROAD

2- 1 ¼" CONDUITS WITH 215 LB PULL CORD
STUB UP IN JUNCTION BOX FOR FUTURE USE

LEO ONLY

JB

A/C

COASTAL CONSTRUCTION CONTROL LINE
PLAT BOOK 13, PAGE 23 A-O

S 10°48'31" E 12.44'

N 80°14'53" E 978.36'

BLOCK A

APPROXIMATE LOCATION EXISTING DUNE

N
W E
S

20 10 0 20
GRAPHIC SCALE IN FEET

FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:

R/W	Right of way
BM	Benchmark
ELEV	Elevation
INV	Invert
P.C.C.	Point of compound curvature
P.I.	Point of intersection
S.R.I.A.	Santa Rosa Island Authority
	1/2" Capped iron rod found #1748
	1/2" Capped iron rod set #7073
	4?x4?Concrete monument found #noted
	Nail and flag set
	Backflow preventor
E	Electric equipment
	Fire hydrant
	Flag pole
	Ground light
	Light pole with base
	Road sign
	Soil boring
	Sewer clean-out
	Sprinkler control valve
	Sanitary sewer manhole
	Sewer valve marker
T	Telephone equipment
	Gas marker
	Telephone marker
	Water meter
	Water valve
	Wood post
	Guard post
— G —	Gas line
— SS —	Sanitary sewer line
— UE —	Underground electric line
— W —	Waterline
— FM —	Force main
	Palm tree
	- CAPPED REBAR FOUND
	- SHRUB
	- TREE

HDPE	- HIGH DENSITY POLYETHYLENE PIPE
PB	- PLAT BOOK
RCP	- REINFORCED CONCRETE PIPE
PVC	- POLYVINAL CHLORIDE
INV	- INVERT OF STRUCTURE
TE	- THROAT ELEVATION
RE	- RIM ELEVATION
INV	- INVERT OF STRUCTURE
IE	- INVERT ELEVATION OF PIPE

PROPOSED DEMOLITION

RIGHT TURN LANE ASHALT

PROPOSED ASPHALT

EXISTING ASPHALT

PROPOSED STAMPED ASPHALT

PROPOSED CONCRETE

10 EXISTING CONTOUR

10 PROPOSED CONTOUR

SPLIT RAIL FENCE

SF SF SILT FENCE

FLOW ARROW

XX.XX PROPOSED SPOT ELEVATION

EX. XX.XX EXISTING SPOT ELEVATION

JB JUNCTION BOX

PROPOSED LIGHT POLE, NUMBER AND ARRANGEMENT OF LUMINAIRES AS SHOWN

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

PROPOSED LIGHTING PLAN

VOLKERT
Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
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Telephone (850) 512-8935

DRAWN BY	AMY O'LAUGHLIN
DATE	MAY 2018
FIELD BOOK / PAGES	
DESIGNED BY	KEN POWERS, PE
QA/QC MANAGER	DAVID FORTE
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DISTRICT:	4
SECTION / TOWNSHIP / RANGE	
REG. # / CA NO.	78362
DATE:	
SIGNATURE:	

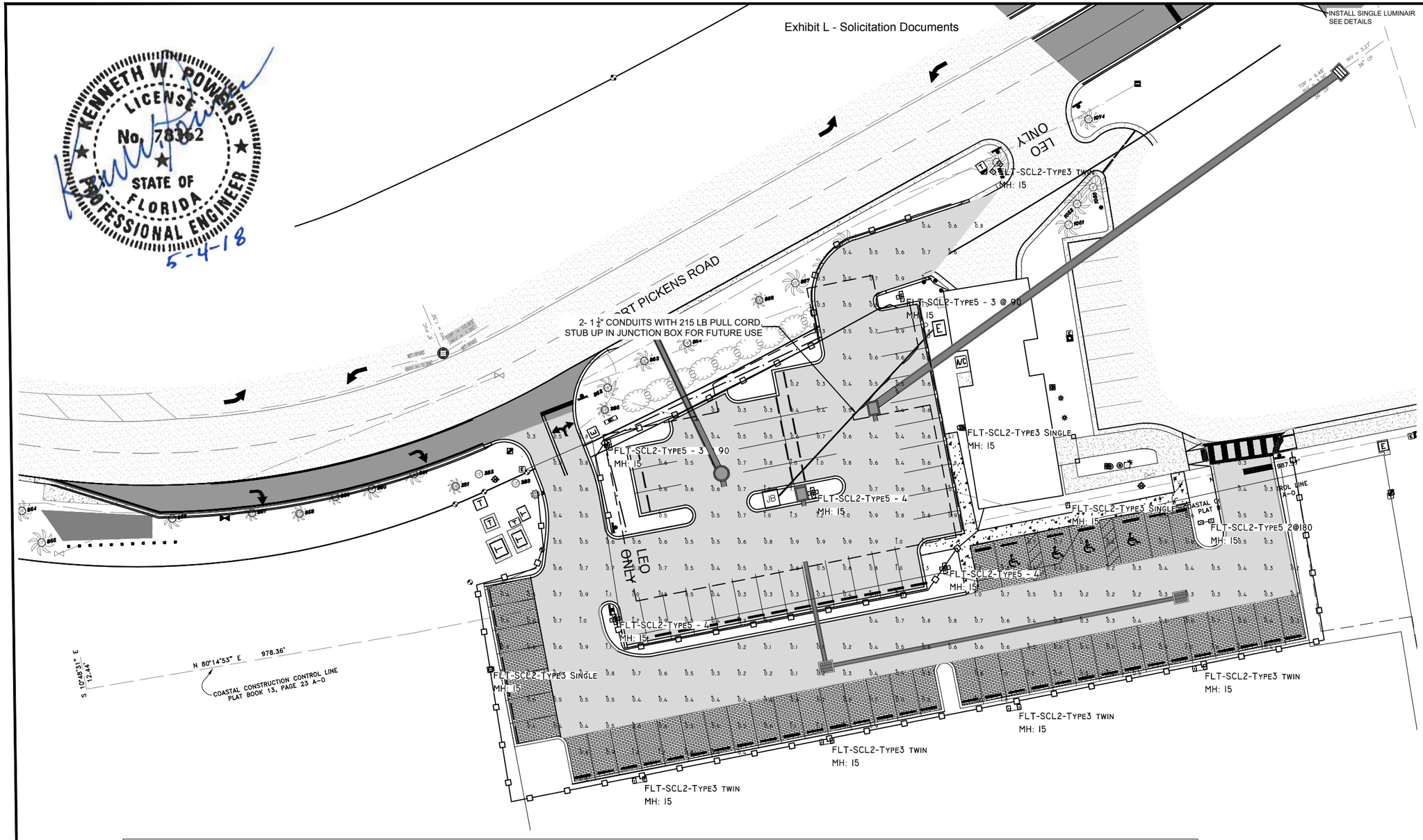
APPROVED BY	
DATE	
REVISIONS	
NUMBER	

DRAWING NUMBER

PROJECT NUMBER 635501

SURVEY NUMBER

KENNETH W. POWERS
LICENSE
No. 78362
STATE OF FLORIDA
PROFESSIONAL ENGINEER
5-4-18



Luminaire Schedule						
Symbol	**Qty**	**Label**	**Arrangement**	**LLF**	**Description**	**Filename**
	3	FLT-SCL2	4 @ 90 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	5	FLT-SCL2	TWIN	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies
	2	FLT-SCL2	3 @ 90 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	1	FLT-SCL2	2 @ 180 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	3	FLT-SCL2	SINGLE	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies

Calculation Summary							
Label	**CalcType**	**Units**	**Avg**	**Max**	**Min**	**Avg/Min**	**Max/Min**
PARKING	Illuminance	Fc	0.60	1.8	0.1	6.00	18.00
Driveway	Illuminance	Fc	0.47	1.1	0.1	4.70	11.00
South Parking	Illuminance	Fc	0.77	1.8	0.3	2.57	6.00
West Parking	Illuminance	Fc	0.60	1.1	0.4	1.50	2.75

N
W E
S

20 10 0 20
GRAPHIC SCALE IN FEET

FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:
R/W Right of way
BM Benchmark
ELEVElevation
INV Invert
P.C.C. Point of compound curvature
P.I. Point of intersection
S.R.I.A. Santa Rosa Island Authority
1/2" Capped iron rod found #1748
1/2" Capped iron rod set #7073
4?x4?Concrete monument found #note
Nail and flag set
Backflow preventor
Electric equipment
Fire hydrant
Flag pole
Ground light
Light pole with base
Road sign
Soil boring
Sewer clean-out
Sprinkler control valve
Sanitary sewer manhole
Sewer valve marker
Telephone equipment
Gas marker
Telephone marker
Water meter
Water valve
Wood post
Guard post
G Gas line
SS Sanitary sewer line
UE Underground electric line
W Waterline
FM Force main
Palm tree
- CAPPED REBAR FOUND
- SHRUB
- TREE
HDPE - HIGH DENSITY POLYETHYLENE PIPE
PB - PLAT BOOK
RCP - REINFORCED CONCRETE PIPE
PVC - POLYVINAL CHLORIDE
INV - INVERT OF STRUCTURE
TE - THROAT ELEVATION
RE - RIM ELEVATION
INV - INVERT OF STRUCTURE
IE - INVERT ELEVATION OF PIPE
PROPOSED DEMOLITION
RIGHT TURN LANE ASHALT
PROPOSED ASPHALT
EXISTING ASPHALT
PROPOSED STAMPED ASPHALT
PROPOSED CONCRETE
10 EXISTING CONTOUR
10 PROPOSED CONTOUR
SPLIT RAIL FENCE
SF SF SILT FENCE
FLOW ARROW
XX.XX PROPOSED SPOT ELEVATION
EX. XX.XXEXISTING SPOT ELEVATION
JB JUNCTION BOX
PROPOSED LIGHT POLE, NUMBER AND ARRANGEMENT OF LUMINAIRES AS SHOWN

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
PROPOSED PHOTOMETRIC PLAN

VOLKERT
Engineering • Surveying • Planning
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-8935

DRAWN BY: AMY OLAUGHLIN
DESIGNED BY: KEN POWERS, PE
QA/QC MANAGER: DAVID FORTE
DATE: MAY 2018
FIELDBOOK/ PAGES:
CHECKED BY:
DISTRICT: 4
SECTION/ TOWNSHIP/ RANGE
REGISTRATION NO.: 78362
SIGNATURE:

APPROVED BY:
DATE:
REVISIONS
NUMBER

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 25 OF 31

KENNETH W. POWERS
LICENSE
No. 78362
STATE OF FLORIDA
PROFESSIONAL ENGINEER
5-4-18

INSTALL SINGLE LUMINAIRE LIGHT POLE
SEE DETAILS

EXISTING STREET LIGHT TO REMAIN

15'

7'

FORT PICKENS ROAD

48-84-B16
NOT FOUND
N 494482.75
E 1135444.27

15'

7'

INSTALL SINGLE LUMINAIRE LIGHT POLE
SEE DETAILS

TOP = 9.48'
INV = 3.27'
36" CP

INV = 3.27'
36" CP

ELECTRICAL LEGEND

- EXISTING STREET LIGHT TO REMAIN
- PROPOSED LIGHT POLE, NUMBER AND ARRANGEMENTS OF LUMINAIRES AS SHOWN

N
W E
S

10 5 0 10
GRAPHIC SCALE IN FEET
FULL SIZE 1" = 10'
HALF SIZE 1" = 20'

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA
PROPOSED FT PICKENS CROSSWALK
LIGHTING PLAN

VOLKERT
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DISTRICT:	4
DATE:	MAY 2018
FIELDBOOK/PAGES:	
REG. FLA. ENG. NO.	78362
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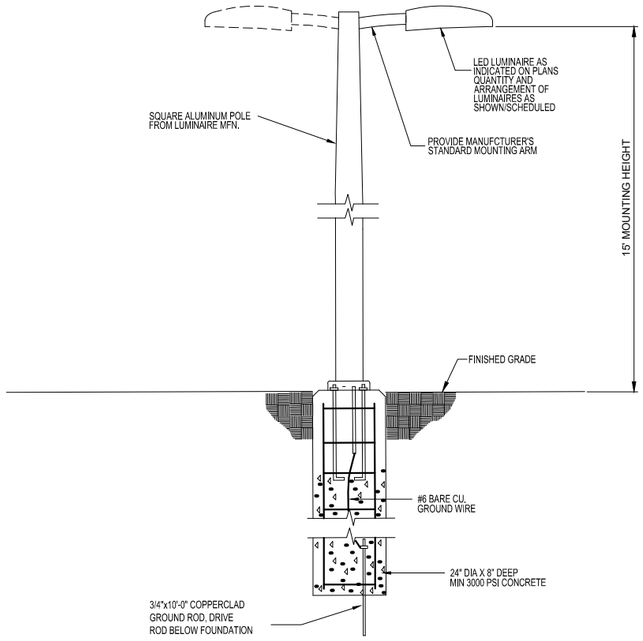
SECTION/TOWNSHIP/RANGE:	

NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 26 OF 31

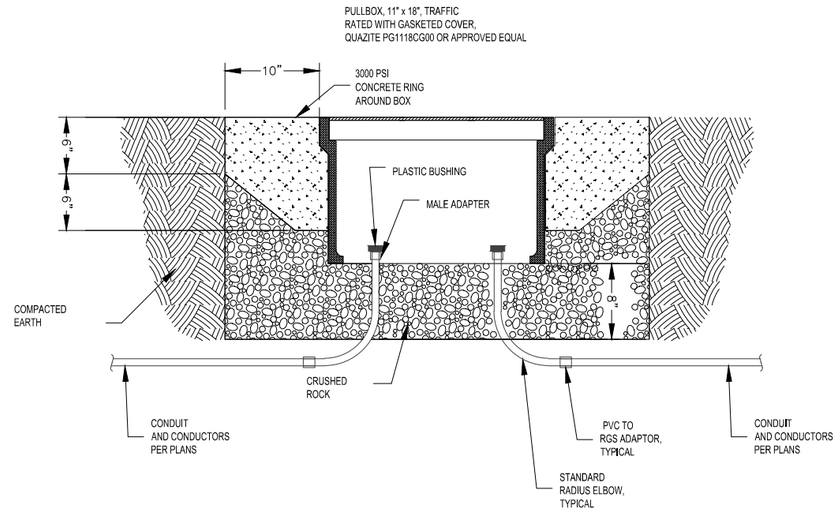


DETAIL NOTES:

1. CONCRETE FOUNDATION SHALL BE IN ACCORDANCE WITH FDOT STANDARD DRAWINGS AND SPECIFICATIONS.
2. POLES SHALL YIELD A LUMINAIRE MOUNTING HEIGHT OF APPROXIMATELY 15' UNLESS OTHERWISE NOTED.
3. ASSEMBLIES SPECIFIED ARE SOLAR TURTLE FRIENDLY LUMINAIRES PROVIDED WITH POLES AND BATTERY SYSTEM.
4. IN AREAS WITH HIGH WATER TABLE, CONTRACTOR MAY SUBSTITUTE PRE CASE FOUNDATION WITH SAME DIMENSIONS AND STRUCTURAL PROPERTIES.

GENERAL ELECTRICAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, LATEST EDITION RECOGNIZED BY THE AUTHORITY HAVING JURISDICTION, AND APPLICABLE LOCAL RULES, REGULATIONS AND ORDINANCES, COORDINATED WITH ALL DISCIPLINES.
2. UNLESS OTHERWISE NOTED, UNDERGROUND CONDUITS SHALL BE 24" BELOW GRADE AND SHALL BE SCHEDULE 40 PVC. TRANSITIONING TO RGS ABOVE GRADE; TRANSITION FROM PVC TO RGS SHALL BE MADE BELOW GRADE. INTERMEDIATE METAL CONDUIT IS NOT ACCEPTABLE.
3. ROUTING AND LOCATIONS OF EQUIPMENT SHOWN ARE APPROXIMATE; CONTRACTOR SHALL DETERMINE BEST MEANS OF ROUTING IN THE FIELD.
4. LOCATIONS OF LIGHT POLES SHALL BE STAKED BY THE CONTRACTOR PRIOR TO INSTALLATION FOR REVIEW BY OWNER AND ENGINEER.
5. POLES AND LUMINAIRES OTHER THAN THOSE SPECIFIED MAY BE SUBMITTED FOR CONSIDERATION IF SUPPORTING PHOTOMETRIC CALCULATIONS ARE ALSO PROVIDED. LUMINAIRES SHALL BE LISTED (OR BE CAPABLE OF BEING LISTED) IN FWC'S APPROVED PRODUCT LIST OF TURTLE FRIENDLY LUMINAIRES.
6. SEE LUMINAIRE SCHEDULE FOR BASIS OF LIGHTING DESIGN.



JUNCTION BOX
N.T.S.

DETAIL NOTES:

1. PROVIDE CONDUITS AND CONDUCTORS AS DENOTED ON PLAN SHEETS.

LUMINAIRE SCHEDULE
SCALE: NTS

Luminaire Schedule

Symbol	Qty	Label	Arrangement	LLF	Description	Filename
	3	FLT-SCL2	4 @ 90 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	5	FLT-SCL2	TWIN	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies
	2	FLT-SCL2	3 @ 90 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	1	FLT-SCL2	2 @ 180 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	3	FLT-SCL2	SINGLE	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies

BASIS OF DESIGN IS FIRST LIGHT TECHNOLOGIES SCL2 SERIES

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
LIGHTING DETAILS

VOLKERT Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-9935

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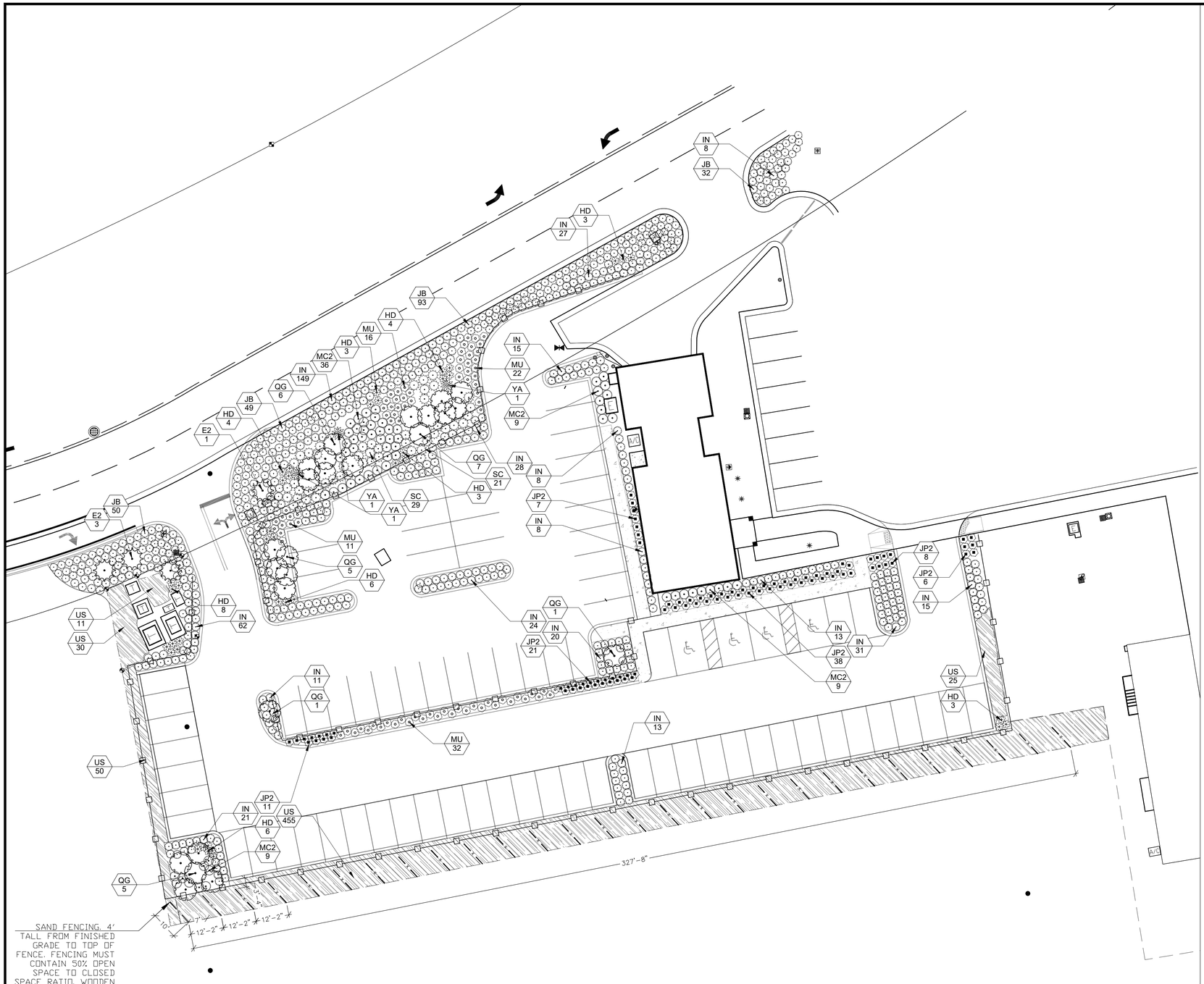
CHECKED BY:
QA/QC BY: DAVID FORTE
DATE: MAY 2018
FIELDBOOK PAGES:
REG. P.E. ENG. NO. 78362
SIGNATURE:
DISTRICT: 4
SECTION/TOWNSHIP/RANGE:

APPROVED BY | DATE | REVISIONS | NUMBER

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 27 OF 31



SAND FENCING, 4' TALL FROM FINISHED GRADE TO TOP OF FENCE. FENCING MUST CONTAIN 50% OPEN SPACE TO CLOSED SPACE RATIO. WOODEN SLATS TYP. 10'-0" SECTIONS SPACED 7'-0" AS NOTED ON PLAN DOCUMENTS.

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	CONT
	QG	25	Quercus geminata Sand Live Oak-Shrub Form	3 gal
	E2	4	Sabel Palmetto Existing Palmetto to Remain	Existing

SHRUBS	CODE	QTY	BOTANICAL NAME	CONT	SPACING
	HD	40	Helianthus debilis Cucumberleaf Sunflower	3 gal	36" o.c.
	IN	453	Ilex vomitoria `Nana` Dwarf Yaupon	3 gal	36" o.c.
	JP2	91	Juniperus chinensis `Parsonii` Parsoni Juniper	3 gal	36" o.c.
	JB	224	Juniperus conferta `Blue Pacific` Blue Pacific Juniper	3 gal	36" o.c.
	MU	81	Muhlenbergia capillaris Pink Muhly	3 gal	36" o.c.
	MC2	63	Myrica cerifera `Pumila` Dwarf Wax Myrtle	3 gal	42" o.c.
	SC	50	Serenoa repens `Cinerea` Silver Saw Palmetto	3 gal	48" o.c.
	YA	3	Yucca aloifolia Spanish Bayonet	3 gal	60" o.c.

SHRUB AREAS	CODE	QTY	BOTANICAL NAME	CONT	SPACING
	US	571	Uniola paniculata Sea Oats	4" pot	36" o.c.

GRAPHIC SCALE
20' 0 10' 20'
(IN FEET)
1 INCH = 20 FT.

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
100% LANDSCAPE PLAN

ESCAMBIA COUNTY • FLORIDA

VOLKERT
Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-9935

DRAWN BY: AMY OLAUGHLIN
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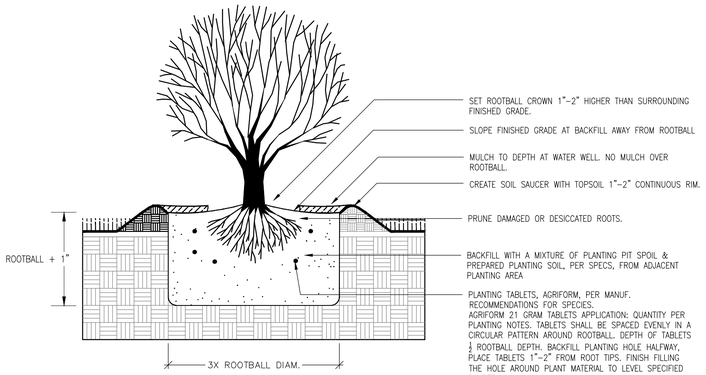
CHECKED BY:
DATE: MAY 2018
QA/QC MANAGER: DAVID FORTE
DISTRICT: 4
FIELD BOOK: PAGES:
SECTION - TOWNSHIP - RANGE
MEC CONTRACT NO: 64091
SIGNATURE:

REVISIONS | DATE | APPROVED BY
NUMBER

DRAWING NUMBER LS101
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 28 OF 31

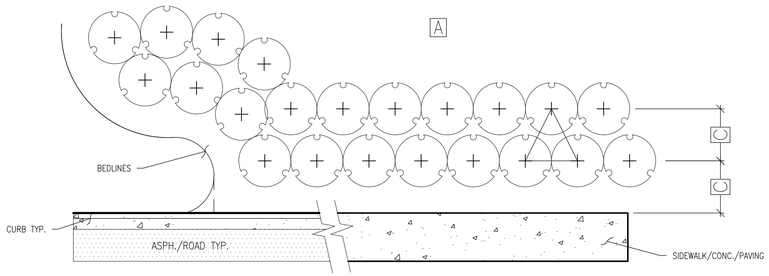
JAMES STEVEN LANDSCAPE ARCHITECT 6667043 STATE OF FLORIDA
INVALID WITHOUT SIGNATURE

Jerry Pate Design
201 SCHUBERT DRIVE · PENSACOLA, FL 32504
850-479-8433 WWW.JERRYPATEDESIGN.COM



01 SHRUB PLANTING - BARE ROOT

N.T.S.



A – SHRUBS AND GROUNDCOVERS ADJACENT TO STRAIGHT EDGES SHALL BE TRIANGULAR SPACED IN ROWS PARALLELED TO THE STRAIGHT EDGE.

B – SHRUBS AND GROUNDCOVERS ADJACENT TO CURVED EDGES SHALL BE PLANTED IN ROWS PARALLEL TO THE CURVED EDGES. CURVED EDGES TO BE VERY SMOOTH RADII.

C – FIRST ROW OF SHRUBS ADJACENT TO CURB, BEDLINES & CONCRETE SHALL BE A SPACED A DISTANCE OF THE ENTIRE SPACING (IN INCHES) SPECIFIED ON THE PLANT SCHEDULE.

02 TYPICAL SPACING DETAIL

N.T.S.

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PLANS AND WRITTEN NOTES. NO SUBSTITUTIONS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT, JERRY PATE DESIGN.
2. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB. THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN ON THE PLANS.
3. LANDSCAPE MATERIALS SHALL BE ADJUSTED IN THE FIELD TO AVOID CONFLICTS WITH ANY PROPOSED OR REMAINING UTILITY STRUCTURES, DRAINAGE STRUCTURES, DITCHES, UNDER DRAINS, DITCH BLOCKS, STORM WATER FACILITIES AND DRAINAGE DISCHARGE PATHS, EXISTING SIGNAGE, AND EXISTING LIGHTING AND THEIR APPURTENANCES. THE CONTRACTOR SHALL NOT INSTALL THE PROPOSED IMPROVEMENTS IF A CONFLICT EXISTS. ANY COSTS TO REMOVE AND/OR REPAIR WORK ADJUSTED THAT HAS NOT BEEN APPROVED PREVIOUSLY BY THE LANDSCAPE ARCHITECT SHALL BE AT THE CONTRACTOR'S EXPENSE.
4. LANDSCAPE IMPROVEMENTS SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE MOST CURRENT FDOT STANDARD SPECIFICATION 580, AND ANY OTHER PLANTING SPECIFICATIONS INCLUDED IN THE CONSTRUCTION DOCUMENTS.
5. PLANT QUANTITIES SHOWN ON THE LANDSCAPE PLAN ARE MINIMUM ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE CONTRACTOR'S OWN QUANTITY TAKE-OFF, AND SHALL PROVIDE ALL PLANT MATERIAL REQUIRED TO FILL THE PLANTING BEDS AT THE SPACING INDICATED ON THE PLANTING SCHEDULE.
6. PLANTING FOR ALL PLANT MATERIAL AND THE PROTECTION OF EXISTING TREES TO REMAIN SHALL BE IN ACCORDANCE WITH THE MOST CURRENT FDOT DESIGN STANDARD INDEX 987, AND THE DETAILS IN THE CONSTRUCTION DOCUMENTS.
7. THE CONTRACTOR SHALL INSURE THAT, PRIOR TO MOVING ON SITE, ALL EQUIPMENT WHICH LAST OPERATED IN PLACES KNOW TO BE INFESTED WITH NOXIOUS WEEDS IS FREE OF SOIL, SEEDS, VEGETATIVE MATTER, OR OTHER DEBRIS THAT COULD CONTAIN OR HOLD SEEDS.
8. THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE JOB SITE. IF THE CONTRACTOR NEEDS HAZARDOUS MATERIALS TO PERFORM THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST, IN WRITING, ADVANCE PERMISSION FROM THE OWNER. IF ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL IS FOUND ON THE PROJECT, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER.
9. ANY PUBLIC LAND SURVEY SYSTEM CORNER OR ANY MONUMENT THAT PERPETUATES THE RIGHT-OF-WAY WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED BY THE CONTRACTOR. IF A MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE OWNER.

PLANTING BED PREPARATION

1. ALL TRASH, ASPHALT, CONCRETE SIGNAGE, WEEDS AND OTHER SPOILAGE SHALL BE REMOVED FROM SITE PRIOR TO MOBILIZATION OF PLANTING CONTRACTOR.
2. ALL AREAS TO BE PLANTED OR SODDED SHALL BE GRADED TO SITE SPECIFICATIONS PRIOR TO MOBILIZATION OF PLANTING CONTRACTOR.
3. CONTRACTOR SHALL CONFIRM ALL PLANTING BEDS ARE NOT COMPACTED BEYOND 85 PERCENT TO ENSURE DRAINAGE. SHOULD COMPACTED SOILS EXIST, SOILS SHALL BE EXCAVATED AND REPLACED WITH WELL-DRAINING SOIL PRIOR TO MOBILIZATION OF PLANTING CONTRACTOR. NO PARKING LOT SUB-BASE, ASPHALT MATERIAL OR CONCRETE SPOILS SHALL REMAIN IN PLANTING BEDS.
4. ALL EXISTING VEGETATION SHALL BE REMOVED IN ALL PLANTING BED AREAS UNLESS OTHERWISE NOTED ON THE PLANS. HERBICIDE MANUFACTURER SPECIFICATIONS AND INSTRUCTIONS SHALL BE FOLLOWED AS TO TREATMENT DILUTION, MIX, APPLICATION, AND TIME PERIODS BETWEEN APPLICATIONS AS APPLICABLE TO ASSURE WEEDS ARE ELIMINATED FROM THE PLANTING BEDS PRIOR TO COMMENCING PLANTING. ALL PERSONNEL INVOLVED IN THE CHEMICAL PROGRAM ARE TO RECEIVE THE PROPER TRAINING AND LICENSURE, AND FOLLOW THE OPERATING GUIDELINES PROVIDED BY FDOT FOR CHEMICAL CONTROL. CONTACT THE ESCAMBIA COUNTY EXTENSION SERVICE FOR ADDITIONAL INFORMATION REGARDING HERBICIDES, PESTICIDES, AND REQUIRED LICENSES.
5. REPRESENTATIVE SOIL SAMPLES (3 MINIMUM) FROM VARYING AREAS THROUGHOUT THE PROJECT SHALL BE TAKEN AND PROVIDED TO THE OWNER'S REPRESENTATIVE PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF ANY IMPROPER SOIL CONDITION INCLUDING NUTRITIONAL DEFICIENCIES, WETNESS, MUCK, DEBRIS, ETC. AND SHALL RECOMMEND TO THE LANDSCAPE ARCHITECT, PRIOR TO INSTALLATION, ALL SOIL AMENDMENTS THAT MAY BE NECESSARY TO PROMOTE HEALTHY VIGOROUS PLANT GROWTH. THE SOIL SAMPLE TEST RESULTS SHALL INCLUDE, AT A MINIMUM, PH, PRIMARY MACRONUTRIENTS, MICRONUTRIENTS, PERCENTAGE OF ORGANIC MATTER, AND SOIL TEXTURE. SUBMIT ALL SOIL SAMPLES AND AMENDMENT RECOMMENDATIONS TO THE LANDSCAPE ARCHITECT FOR REVIEW. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR ALL APPROPRIATE SOIL AMENDMENTS AND A PROPERLY PREPARED FINISHED SOIL LAYER IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS 162 AND 967.
6. ALL SOIL AMENDMENTS SHALL BE ADDED TO THE PLANTING BEDS AND INCORPORATED INTO THE SOIL PRIOR TO COMMENCING FINAL GRADING AND PLANTING. ALL BEDS SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE WITH NO AREAS WHERE STANDING WATER COULD OCCUR.
7. ALL PLANTING BED AREAS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE TO ASSURE THAT WEEDS WILL BE CONTROLLED

UTILITY NOTES

1. THE LOCATIONS OF THE UTILITIES SHOWN ON THE PLANS SHOULD BE CONSIDERED APPROXIMATE ONLY, AND INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
2. THE CONTRACTOR SHALL NOTIFY ALL UTILITIES TWO BUSINESS DAYS PRIOR TO DEMOLITION AND/OR EXCAVATION. CALL "SUNSHINE STATE ONE CALL SYSTEM"1-800-432-4770 (OR811) SO THAT UNDERGROUND UTILITIES MAY BE FIELD LOCATED.
3. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES DURING CONSTRUCTION. NO UTILITY IS TO BE RELOCATED. PLANTING SHALL BE ADJUSTED HORIZONTALLY, AT THE DIRECTION OF THE LANDSCAPE ARCHITECT, TO ADDRESS ANY UTILITY CONFLICTS.

PLANTING NOTES

1. THE LANDSCAPE INSTALLATION MUST BE PROPERLY SEQUENCED WITH OTHER CONSTRUCTION SO THAT THE LANDSCAPE IS NOT DAMAGED BY OTHER WORK/TRADES AND VICE VERSA.
2. THE CONTRACTOR SHALL VERIFY THE EXISTENCE OF AND STAKE ALL UTILITIES PRIOR TO CONSTRUCTION. EXCAVATION OF PLANT PITS LOCATED WITHIN 5' OF UTILITIES SHALL BE PERFORMED BY HAND. ANY UTILITY AND PLANT MATERIAL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION, OR FIELD ADJUSTMENTS.
3. ALL PLANTS SHALL MEET SIZE, CONTAINER, AND SPACING SPECIFICATIONS AS SHOWN IN THE PLANT SCHEDULE. THE CONTRACTOR SHALL GUARANTEE PLANT HEALTH AND SURVIVABILITY FOR ONE YEAR FROM DATE OF PROJECT ACCEPTANCE BY THE LANDSCAPE ARCHITECT. ANY MATERIAL NOT MEETING SPECIFICATIONS OR DISPLAYING POOR HEALTH SHALL BE REPLACED AT CONTRACTOR'S EXPENSE WITHIN TWO WEEKS OF NOTICE.
4. ALL PLANT MATERIAL SHALL BE FLORIDA NO. 1 OR BETTER, UNLESS OTHERWISE NOTED, AS SET FORTH IN THE CURRENT EDITION OF THE 'GRADES AND STANDARDS FOR NURSERY PLANTS,' STATE OF FLORIDA. NOTIFY THE LANDSCAPE ARCHITECT A MINIMUM OF ONE WEEK PRIOR TO PLANT DELIVERY TO SCHEDULE ON-SITE INSPECTION UPON DELIVERY. INSTALLED PLANT MATERIAL NOT MEETING SPECIFICATIONS SHALL BE REMOVED AND REPLACED AT CONTRACTOR'S EXPENSE. ALL PLANTS MUST BE BROUGHT TO THE SITE FREE OF WEEDS. ADDITIONALLY, THE CONTRACTOR SHALL PROVIDE THE LANDSCAPE ARCHITECT WITH REPRESENTATIVE PLANT PHOTOS TO APPROVE FOR ALL PLANT MATERIALS PRIOR TO ANY PLANT DELIVERY. MEASURING STICKS SHALL BE SHOWN IN PHOTOS, AS APPROPRIATE.
5. ALL PLANT MATERIALS INDICATED WITH A GALLON SIZE SHALL BE CONTAINER GROWN AND WITHIN A CONTAINER APPROPRIATE FOR THE PLANT SIZE. ROOT BOUND PLANTS SHALL NOT BE ACCEPTED. NO SUBSTITUTIONS SHALL BE PERMITTED WITHOUT PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT.
6. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO MAKE PLANTING BED FIELD CHANGES TO ACCOMMODATE SITE CONDITIONS AND TO ACHIEVE THE DESIGN INTENT. THE CONTRACTOR SHALL FLAG ALL TREE AND BEDLINE LOCATIONS FOR APPROVAL OF LANDSCAPE ARCHITECT PRIOR TO ANY INSTALLATION.
7. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY EXISTING VEGETATION INTENDED TO REMAIN THAT IS DISTURBED BY PLANT MATERIAL INSTALLATION ACTIVITIES. THIS REPAIR /REPLACEMENT SHALL BLEND SEAMLESSLY WITH THE EXISTING LANDSCAPE.
8. THE CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES AND PLANS IN PREPARING PLANTING AREAS, INCLUDING FINAL GRADE ELEVATIONS.
9. ALL PLANT MATERIAL MUST BE PLANTED IMMEDIATELY UPON DELIVERY TO THE SITE AND WATERED IN, BY HAND IF THE IRRIGATION SYSTEM IS NOT YET FUNCTIONING PROPERLY. ANY PLANT MATERIAL NOT INSTALLED WITHIN 6 HOURS OF DELIVERY TO THE SITE MUST BE STORED IN AN APPROVED, PROTECTED HOLDING AREA AND SHALL BE WATERED AS NECESSARY TO MAINTAIN PLANT HEALTH AND QUALITY. ALL BLACK PLASTIC PLACED AROUND TREE ROOTBALLS SHALL BE REMOVED IMMEDIATELY UPON DELIVERY TO THE SITE, BURLAP WRAPPING SHALL STAY IN PLACE. FOR TREES NOT PLANTED WITHIN 6 HOURS OF DELIVERY TO THE SITE, WATER SHALL BE IMMEDIATELY APPLIED TO THE ROOTBALL AND FOLIAGE. THE TOPS SHALL BE UNTIED AND THE TREES STORED UPRIGHT WITH MULCH, PINE STRAW OR HAY COVERING THE ROOTBALLS. TREES SHALL NOT BE STORED LYING DOWN. IF TREES HAVE PLASTIC TRUNK PROTECTORS, THE PROTECTORS MAY STAY IN PLACE PRIOR TO PLANTING BUT SHALL NOT BE LEFT ON INDEFINITELY.
10. PLANT SHRUBS IN CIRCULAR PITS WITH A DIAMETER 3X DIAMETER OF ROOTBALL OR CONTAINER.
11. PLANT TREES IN CIRCULAR PITS WITH A DIAMETER 2X DIAMETER OF ROOTBALL OR CONTAINER.
12. FERTILIZE ALL TREES WITH AGRIFORM 21 GRAM TABLETS, SLOW RELEASE 20-10-5 ANALYSIS WITH ONE TABLET PER ½"OF TRUNK DIAMETER.
13. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT A MINIMUM OF 48 HOURS PRIOR TO COMPLETION TO SCHEDULE A FINAL WALKTHROUGH. A FINAL WALKTHROUGH SHALL NOT BE PERFORMED IF PREVIOUS PUNCH LISTS ARE NOT COMPLETED.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL PLANTING AND GRADES UNTIL FINAL ACCEPTANCE BY THE LANDSCAPE ARCHITECT. THIS MAINTENANCE INCLUDES KEEPING BEDS FREE OF DEBRIS, WEEDS, DISEASES, AND INFESTATIONS. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROVIDING SUFFICIENT WATER TO THE PLANTS DURING THIS TIME, AND REPAIRING EROSION AREAS.
15. THE CONTRACTOR SHALL SUPPLY THE LANDSCAPE ARCHITECT WITH ELECTRONIC AS-BUILT DRAWINGS WITHIN 30 DAYS OF PROJECT ACCEPTANCE.
16. REFER TO CURRENT FDOT STANDARD SPECIFICATIONS AND DESIGN STANDARD INDICES, THE GENERAL NOTES, AND ALL OTHER NOTES WITHIN THE CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
17. ONE YEAR WARRANTY ON ALL PLANTS AND LABOR
18. SAND FENCING SHALL CONFORM TO "SAND FENCING GUIDELINES" AS PUBLISHED BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION-DIVISION OF WATER RESOURCE MANAGEMENT.

REGISTERED LANDSCAPE ARCHITECT STEVE DAMLE LA0001747 STATE OF FLORIDA
INVALID WITHOUT SIGNATURE

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PENSACOLA BEACH CONGESTION MANAGEMENT PLAN

CASINO BEACH PARKING AREA

100% LANDSCAPE DETAILS

ESCAMBIA COUNTY · FLORIDA

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DATE:	MAY 2018
FIELDBOOK/ PAGES:	
SECTION/ TOWNSHIP/ RANGE	
SIGNATURE:	

NUMBER	REVISIONS	DATE	APPROVED BY

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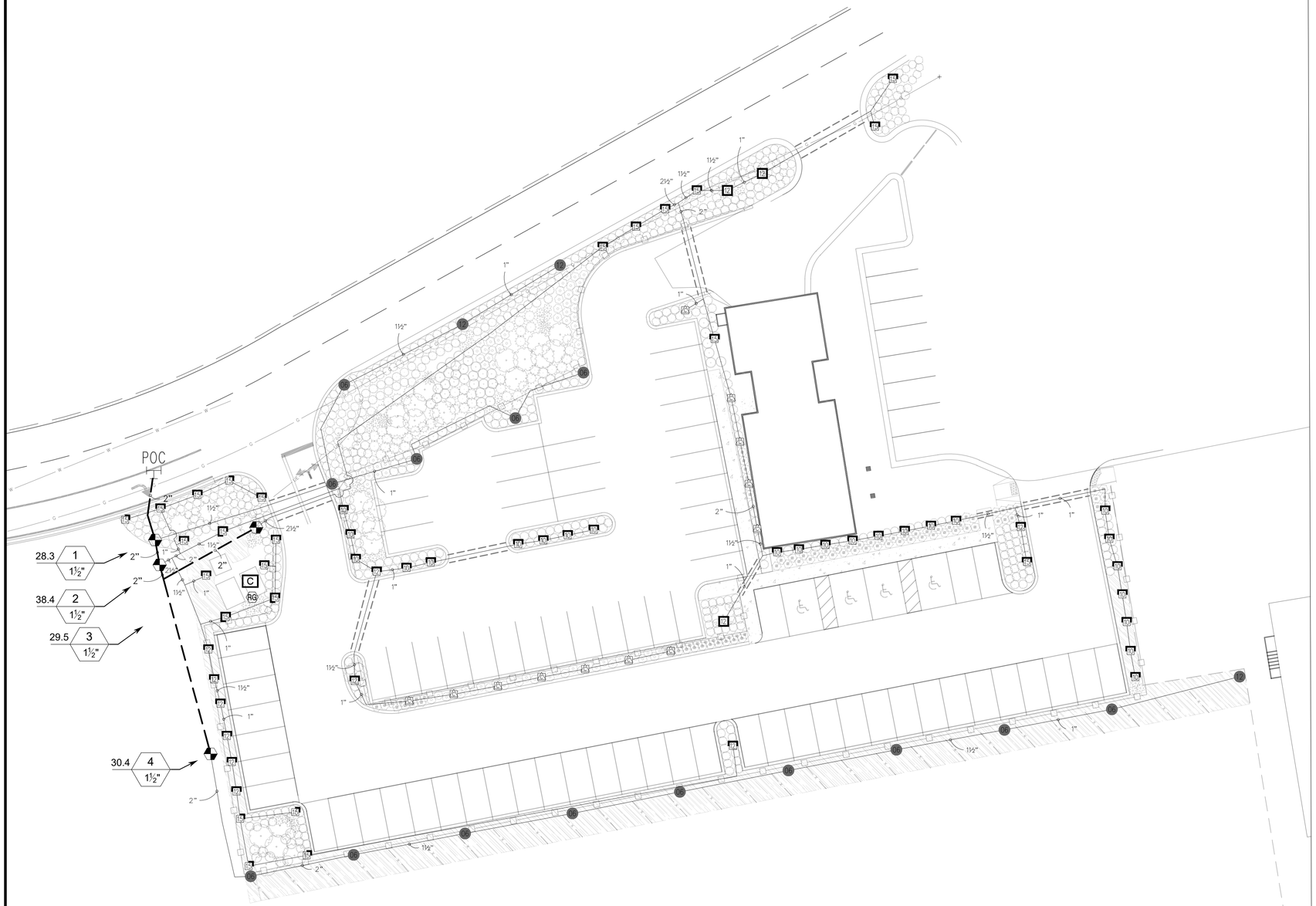
PROJECT NUMBER 635501

SURVEY NUMBER

SHEET 29 OF 31



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY	ARC	PSI	GPM	RADIUS
	Rain Bird 1806-SAM-PRS 15 Strip Series or approved equal	12	CST	15	0.89	4'x30'
	Rain Bird 1806-SAM-PRS 10 Series MPR or approved equal	24	180	15	0.58	7'
	Rain Bird 1806-SAM-PRS 12 Series MPR or approved equal	3	360	15	1.67	9'
	Rain Bird 1806-SAM-PRS 12 Series MPR or approved equal	10	180	15	0.90	9'
	Rain Bird 1806-SAM-PRS 15 Series MPR or approved equal	15	180	15	1.30	11'
	Rain Bird 1806-SAM-PRS 15 Series MPR or approved equal	6	90	15	0.65	11'
	Rain Bird 1806-SAM-PRS 15 Series MPR or approved equal	3	270	15	1.95	11'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	GPM	RADIUS
	Rain Bird 2045A 06 or approved equal Turf Impact Rotor, Pop-Up Sprinkler, Open Case, Adjustable and Full Circle. With Precision Jet Tube. Nozzles: 06=red; 07=black; 08=blue; 10=yellow; 12=beige.	14	55	2.50	38'
	Rain Bird 2045A 12 or approved equal Turf Impact Rotor, Pop-Up Sprinkler, Open Case, Adjustable and Full Circle. With Precision Jet Tube. Nozzles: 06=red; 07=black; 08=blue; 10=yellow; 12=beige.	3	55	7.90	45'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PESB 1-1/2" or approved equal 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration. With Scrubber Technology for Reliable Performance in Dirty Water Irrigation Applications.	4
C	Rain Bird ESP4ME or approved equal 4 Station, Hybrid Modular Outdoor Controller. For Residential or Light Commercial Applications.	1
RG	Rain Bird RSD-CEx or approved equal Rain Sensing Device, conduit mount. With threaded adapter, extension wire.	1
POC "1"	Existing 10" Potable Water Service Line. Connection Per Minimum source data: 50GPM @ 70 PSI. Contractor shall verity prior to installation.	1
	Irrigation Lateral Line: PVC Schedule 40 1"	1,056 l.f.
	Irrigation Lateral Line: PVC Schedule 40 1 1/2"	675.6 l.f.
	Irrigation Lateral Line: PVC Schedule 40 2"	202.6 l.f.
	Irrigation Lateral Line: PVC Schedule 40 2 1/2"	200.0 l.f.
	Irrigation Mainline: PVC Schedule 40 2"	131.4 l.f.
	Pipe Sleeve: PVC Schedule 40	153.4 l.f.

Valve Callout
Valve Number
Valve Flow
Valve Size

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	PSI	PSI @ POC	PRECIP
1	Rain Bird PESB or approved equal	1-1/2"	Turf Impact	28.30	61.66	61.81	0.76 in/h
2	Rain Bird PESB or approved equal	1-1/2"	Turf Spray	38.40	19.82	20.19	0.91 in/h
3	Rain Bird PESB or approved equal	1-1/2"	Turf Spray	29.46	20.09	20.61	0.75 in/h
4	Rain Bird PESB or approved equal	1-1/2"	Turf Impact	30.40	63.95	64.72	0.55 in/h

ELEMENT LOCATION ON DRAWINGS ARE SCHEMATIC SHOWING DESIGN INTENT. ENSURE 100% IRRIGATION COVERAGE AND LOCATE PIPE IN BEDS WITHIN PROPERTY BOUNDARIES.

GRAPHIC SCALE
20' 0 10' 20'
(IN FEET)
1 INCH = 20 FT.

STEVEN DANIEL FORBES LANDSCAPE ARCHITECT STATE OF FLORIDA
INVALID WITHOUT SIGNATURE

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PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
100% TEMPORARY IRRIGATION PLAN

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DATE: MAY 2018	QA/QC MANAGER: DAVID FORTE		SECTION / TOWNSHIP / RANGE
FIELD BOOK / PAGES:			

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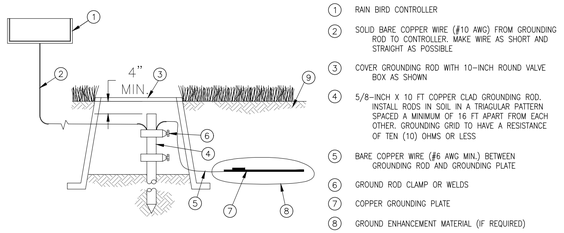
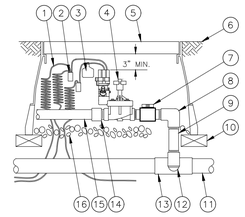


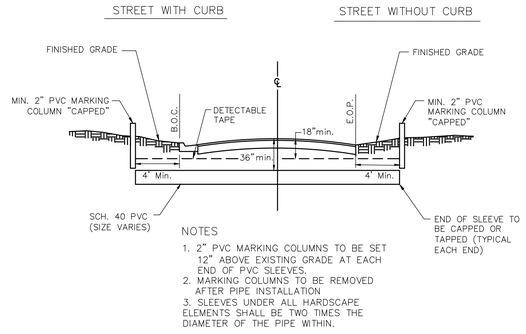
1. RAIN BIRD CONTROLLER
2. SOLID BARE COPPER WIRE (#10 AWG) FROM GROUNDING ROD TO CONTROLLER. MAKE WIRE AS SHORT AND STRAIGHT AS POSSIBLE
3. COVER GROUNDING ROD WITH 10-INCH ROUND VALVE BOX AS SHOWN
4. 5/8-INCH X 10 FT COPPER CLAD GROUNDING ROD. INSTALL RODS IN SOIL IN A TRIAGULAR PATTERN SPACED A MINIMUM OF 16 FT APART FROM EACH OTHER. GROUNDING GRID TO HAVE A RESISTANCE OF TEN (10) OHMS OR LESS
5. BARE COPPER WIRE (#6 AWG MIN.) BETWEEN GROUNDING ROD AND GROUNDING PLATE
6. GROUND ROD CLAMP OR WELDS
7. COPPER GROUNDING PLATE
8. GROUND ENHANCEMENT MATERIAL (IF REQUIRED)
9. FINISH GRADE

01 CONTROLLER GROUNDING GRID
N.T.S. GROUNDING PLATE DESIGN LAYOUT



1. 30-INCH LINEAR LENGTH OF WIRE, COILED
2. WATERPROOF CONNECTION RAIN BIRD SPLICE-1 (1 OF 2)
3. ID TAG: RAIN BIRD VID SERIES
4. REMOTE CONTROL VALVE: RAIN BIRD PESB
5. VALVE BOX WITH COVER: RAIN BIRD VB-STD
6. FINISH GRADE/TOP OF MULCH
7. PVC SLIP BALL VALVE
8. PVC SCH 40 ELL
9. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
10. BRICK (1 OF 4)
11. PVC MAINLINE PIPE
12. SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND SCH 40 ELL
13. PVC SCH 40 TEE OR ELL
14. PVC SCH 40 MALE ADAPTER
15. PVC LATERAL PIPE
16. 3.0-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL

02 REMOTE CONTROL VALVE
N.T.S. RAINBIRD PESB

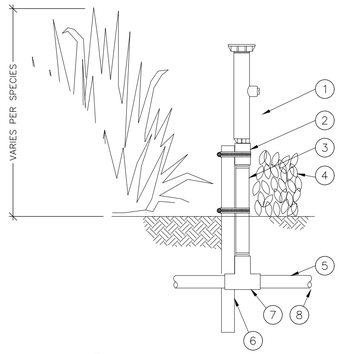


NOTES
1. 2" PVC MARKING COLUMNS TO BE SET 12" ABOVE EXISTING GRADE AT EACH END OF PVC SLEEVES.
2. MARKING COLUMNS TO BE REMOVED AFTER PIPE INSTALLATION
3. SLEEVES UNDER ALL HARDSCAPE ELEMENTS SHALL BE TWO TIMES THE DIAMETER OF THE PIPE WITHIN.

03 IRRIGATION SLEEVE
N.T.S.

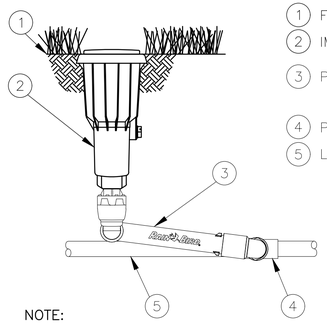
IRRIGATION NOTES:

1. LOCATE ALL UNDERGROUND UTILITIES, ELECTRICAL WIRING, WATER, SEWER, TELEPHONE, CABLE TV, AND OTHER UNDERGROUND LINES BEFORE LANDSCAPE AND IRRIGATION INSTALLATION. SHOULD ANY CONFLICT BECOME KNOWN THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT IN WRITING FOR SUPPLEMENTAL INSTRUCTIONS.
2. ELEMENT LOCATION ON THE DRAWINGS IS SCHEMATIC SHOWING INTENT. CONTRACTOR SHALL NOT MAKE CHANGES TO PIPE SIZING OR ROUTING WITHOUT PRIOR APPROVAL OF OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT.
3. IF DISCREPANCIES OCCUR BETWEEN THE PLANS, NOTES, AND ACTUAL CONDITIONS CONTACT THE LANDSCAPE ARCHITECT IN WRITING FOR CLARIFICATION BEFORE PROCEEDING.
4. INSTALL AN AUTOMATIC IRRIGATION SYSTEM TO ENSURE 100% COVERAGE OF ALL PLANTED AND GRASSED AREAS. THE CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS TO LANDSCAPE ARCHITECT AND OWNER SHOWING ALL INFORMATION REQUIRED BY LOCAL CODES AND NECESSARY FOR THE EFFICIENT OPERATION AND MAINTENANCE OF THE SYSTEM.
5. ALL ELECTRICAL WIRE ASSOCIATED WITH THE IRRIGATION SYSTEM SHALL CONFORM TO THE ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES.
6. THE CONTROLLER SHALL BE EQUIPPED BY THE CONTRACTOR WITH PROPERLY LOCATED AND INSTALLED RAIN I FREEZE I WIND SHUTOFF SENSORS. THE SENSORS SHALL BE LOCATED IN SUCH A MANNER SO THAT THEY ARE UNOBSTRUCTED, AND DIRECTLY EXPOSED TO NATURAL RAINFALL, WIND, AND SUNLIGHT FROM ALL DIRECTIONS, BUT NOT TO RUNOFF WATER FROM SWALES OR OTHER SURFACES.
7. MAINLINE AND LATERAL PIPING SHALL BE SCH 40 PVC WITH GLUE FITTINGS. SHALL BE GLUED FOLLOWING THE REQUIREMENTS OF THE PIPE AND FITTING MANUFACTURERS, AND COUNTY PLUMBING ORDINANCE.
8. IRRIGATION SLEEVING SHALL BE SCHEDULE 40, 2X TOTAL PIPE DIAMETER UNLESS OTHERWISE NOTED.
9. THE LANDSCAPE BID SHALL BE FOR THE IRRIGATION MATERIALS SPECIFIED. REQUESTS TO USE EQUAL, SUBSTITUTE MATERIALS SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT IN WRITING AND OWNER'S APPROVAL GIVEN IN WRITING BEFORE THE SUBSTITUTION IS ALLOWED. REQUESTS TO USE EQUAL, SUBSTITUTE MATERIALS SHALL INCLUDE COMPLETE PRODUCT SPECIFICATIONS AND ANY COST SAVINGS TO THE PROJECT.
10. THE INSTALLER SHALL BE FAMILIAR WITH ALL REQUIREMENTS FOR THE WORK, AND TO CONDUCT HIS WORK IN A CLEAN, SAFE, AND WORKMANLIKE MANNER. THE OWNER RESERVES THE RIGHT TO ACT TO PROTECT HIS PROPERTY AND THE OTHER PERSONNEL AT WORK THERE, AND TO MAKE EMERGENCY REPAIRS OR TAKE CORRECTIVE ACTION IF THE INSTALLER DOES NOT FULFILL HIS OBLIGATIONS IN A TIMELY MANNER. THE OWNER FURTHER RESERVES THE RIGHT TO BACK-CHARGE THE INSTALLER TO COVER SUCH EXPENSES, TO THE EXTENT ALLOWED UNDER APPLICABLE LAW.
11. IRRIGATION MATERIALS AND WORKMANSHIP SHALL BE WARRANTIED FOR ONE YEAR. MANUFACTURER'S WARRANTIES SHALL BE PASSED TO THE OWNER.
12. ALL WORK SHALL BE DONE IN ACCORDANCE WITH PREVAILING CODES AND REGULATIONS, AND SANTA ROSA COUNTY IRRIGATION STANDARDS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY AND CONFORM TO THE PARTICULAR CODES AND REGULATIONS APPLICABLE TO THIS LOCATION, AS WELL AS SANTA ROSA COUNTY IRRIGATION STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, INCLUDING THOSE FOR ANY NEW WATER LINE TAPS OR WELLS, LOCATES, AND INSPECTIONS.
13. CONTRACTOR TO PROVIDE SITE SURVEY TO VERIFY RADIO SIGNAL STRENGTH. IF SURVEY SHOWS THAT AN ANTENNA IS NECESSARY, CONTRACTOR SHALL COORDINATE WITH THE PROJECT LANDSCAPE ARCHITECT AND ARCHITECT TO DETERMINE LOCATION FOR ANTENNA INSTALLATION.
14. IRRIGATION SCHEDULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR PERFORMING THEIR OWN TAKE OFF BASED ON PLAN DOCUMENTS.
15. IRRIGATION SYSTEM AND ITS COMPONENTS SHALL BE INSTALLED ACCORDING TO MANUFACTURES' SPECIFICATIONS.
16. ALL WIRE SPLICES SHALL OCCUR IN A VALVE BOX WITH DBR WATERPROOF WIRE SPLICE KITS.
17. IRRIGATION SCHEDULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR PERFORMING THEIR OWN TAKE OFF BASED ON PLAN DOCUMENTS & SPECIFICATIONS ENSURING UNIFORM COVERAGE OF ALL LANDSCAPED AREAS.



1. POP UP SPRAY IRRIGATION HEAD RAIN BIRD 1806-SAM-PRS
2. UV RADIATION RESISTANT PVC SCH 80 COUPLING
3. UV RADIATION RESISTANT PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
4. PLANT MATERIAL
5. UV RADIATION RESISTANT PVC LATERAL PIPE
6. 1-INCH GALVANIZED STEEL PIPE WITH STAINLESS STEEL GEAR CLAMPS OR EQUIVALENT SUPPORT SYSTEM
7. UV RADIATION RESISTANT PVC SCH 40 TEE OR ELL
8. FINISH GRADE/TOP OF MULCH

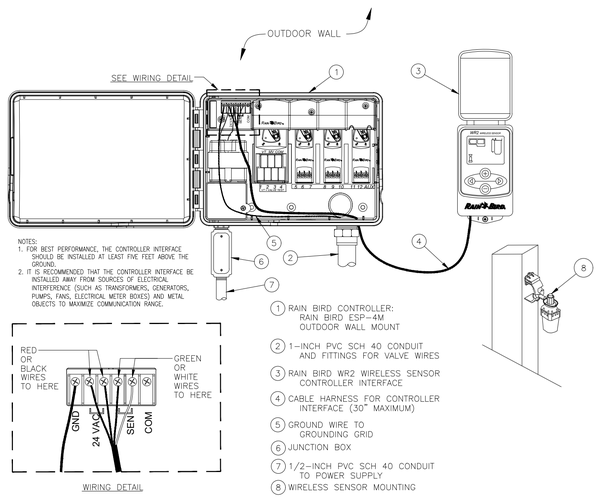
04 RAINBIRD 1806-SAM-PRS
N.T.S. ABOVE GRADE RISER INSTALLATION



1. FINISH GRADE
2. IMPACT ROTOR POP-UP SPRINKLER: RAIN BIRD 2045A MAXI-PAW-SAM-NP
3. PRE-FABRICATED SWING JOINT: RAIN BIRD TSJ-075-PRS WITH 45 PSI PRESSURE REGULATOR
4. PVC SCH 40 TEE OR ELL
5. LATERAL PIPE

NOTE:
A SWING PIPE ASSEMBLY MAY BE USED WITH FLOWS LESS THAN 4 GPM.

05 RAINBIRD 2045 A MAXI BIRD
N.T.S. ABOVE GRADE RISER INSTALLATION



NOTES:
1. FOR BEST PERFORMANCE, THE CONTROLLER INTERFACE SHOULD BE INSTALLED AT LEAST FIVE FEET ABOVE THE GROUND.
2. IT IS RECOMMENDED THAT THE CONTROLLER INTERFACE BE INSTALLED AWAY FROM SOURCES OF ELECTRICAL INTERFERENCE (SUCH AS TRANSFORMERS, GENERATORS, PUMPS, FANS, ELECTRICAL METER BOX(ES) AND METAL OBJECTS TO MAXIMIZE COMMUNICATION RANGE.

1. RAIN BIRD CONTROLLER: RAIN BIRD ESP-4M OUTDOOR WALL MOUNT
2. 1-INCH PVC SCH 40 CONDUIT AND FITTINGS FOR VALVE WIRES
3. RAIN BIRD WR2 WIRELESS SENSOR CONTROLLER INTERFACE
4. CABLE HARNESS FOR CONTROLLER INTERFACE (30" MAXIMUM)
5. GROUND WIRE TO GROUNDING GRID
6. JUNCTION BOX
7. 1/2-INCH PVC SCH 40 CONDUIT TO POWER SUPPLY
8. WIRELESS SENSOR MOUNTING

06 WIRELESS RAIN SENSOR (OUTDOOR)
NTS WR2 SERIES CONTROLLER INTERFACE

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA

100% TEMPORARY IRRIGATION DETAILS

VOLKERT
Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-8935
REG. # 4263 / LB # 7800

DRAWN BY:	AMY O'LAUGHLIN
DESIGNED BY:	MIKE WARNKE
QA/QC MANAGER:	DAVID FORTE
DATE:	MAY 2018
FIELDBOOK / PAGES:	
CHECKED BY:	
DISTRICT:	4
SECTION / TOWNSHIP / RANGE	
DATE:	
SIGNATURE:	
REG. # 64091	

NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER IR201
PROJECT NUMBER 635501
SURVEY NUMBER

SHEET 31 OF 31

STEVEN LANDSCAPE ARCHITECT STEVE DANIEL LICENSE # LA0001447 STATE OF FLORIDA
INVALID WITHOUT SIGNATURE

Jerry Pate Design
301 SCHUBERT DRIVE · PENSACOLA, FL 32504
850-479-6633 WWW.JERRYPATEDESIGN.COM

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

August 9, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 17-18.074, Congestion Management Plan Phase II Sheriff's Parking Lot

All:

Your firm recently received an Invitation to Bid on the above-mentioned specification. This Addendum Number 1 provides for the updates which are contained in the following pages.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Question 1: Since the bid tab shows no import, I assume that the beach sand to be excavated will be suitable for the chamber system backfill. Nova report does ID most of the to be excavated material as SP.

Answer: **The intent of the design is to use the existing onsite sand for the backfill around R-tank system.**

Question 2: Boring report states that water was encountered at 2-5' below grade (8.2 of Nova report) but the boring logs show no water found. There is no dewater line item.

Answer: **According to the NOVA geotechnical report for the project, the only boring that encountered the water table for this site was taken at the bottom of the existing retention pond, so no dewatering should be required for the project construction.**

Question 3: Confirm that pole base size will be 24" x 8' as opposed to 8" shown on plans. Confirm that precast pole bases will be suitable in the absence of groundwater.

Answer: **Correct pole bases will be 24" diameter x 8 feet deep. Pre-cast are acceptable as long as they provide the same or greater strength and has the same dimensions.**

Question 4: Can clean sand to be exported be placed at the sand storage site on the island just south of the toll gates on the west side?

Answer: **Contractor should be allowed to the stockpile clean sand on the dredge site BIT coordination with SRIA and dredge contractor will need to be done.**

Question 5: Some of the sand in the boring logs is shown to be "slightly" orange stained. Can this material, if excavated, be reused in the project?

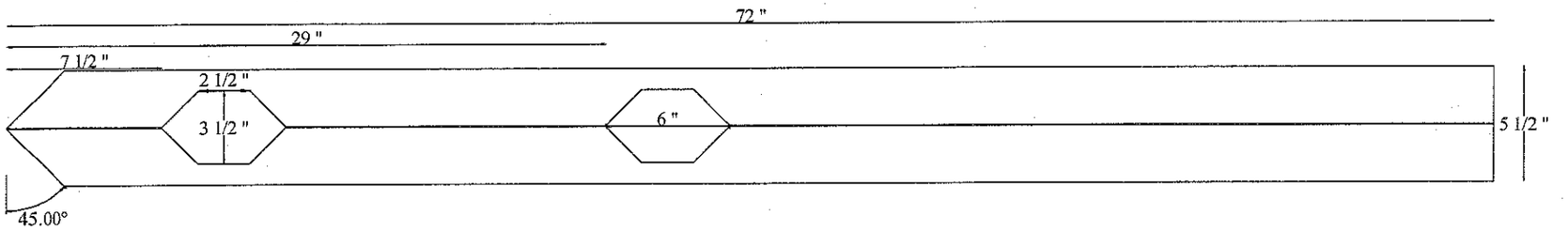
Answer: **All materials must meet the Barrier Island sand provisions of the Escambia County LDC and Design Manual as indicated by General note. 49. All materials imported on the island will have to have a sample submitted for approval prior to bringing material on island. And non-compliant materials must be removed in accordance to the LDC.**

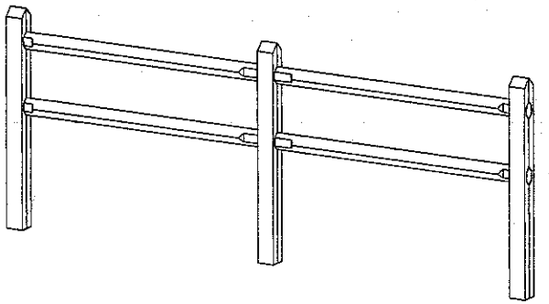
Question 6: The chamber system is to be excavated to elevation 4' ASL and the sheriff's building is at elevation 15.33' ASL, an 11.33' difference. The chamber is to approach the sheriff's building to within 9'. That is well within the angle of repose of sand.

Answer: **While I do not see a question, more of a comment, and also while we do not dictate means and methods, this is correct, so some additional shoring may be needed in this area. There is also an existing block retaining wall that is part of the existing retention pond that is to be removed as part of the project that I would suggest the contractors keep in place until after the R-tank system is installed and backfilled thus eliminating the issue.**

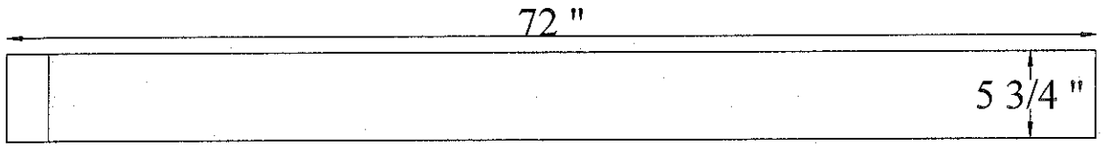
Question 7: **T**here isn't a detail or specification for the wood split rail fence. One might suspect it would be the Escambia County Standard, with 4 x 4 swedged-end rails (2 each) and 6 x 6 doweled posts with 45 degree cut tops. Please provide a detail or specification.

Answer: **Please see the attached drawing below for the fence standards.**

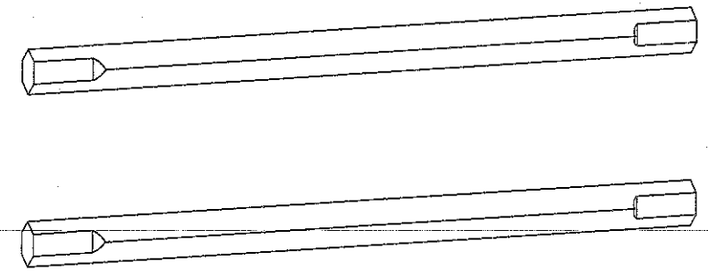


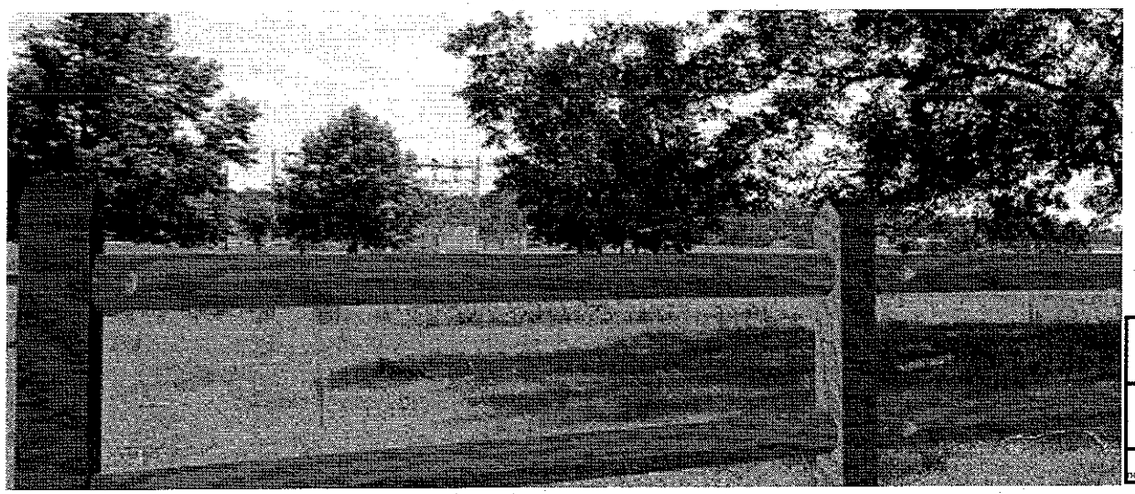


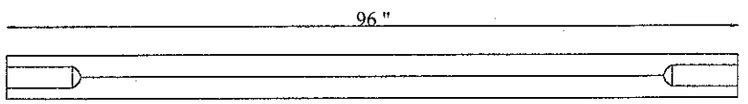
Post Side Dimensions



Post Front Dimenisions





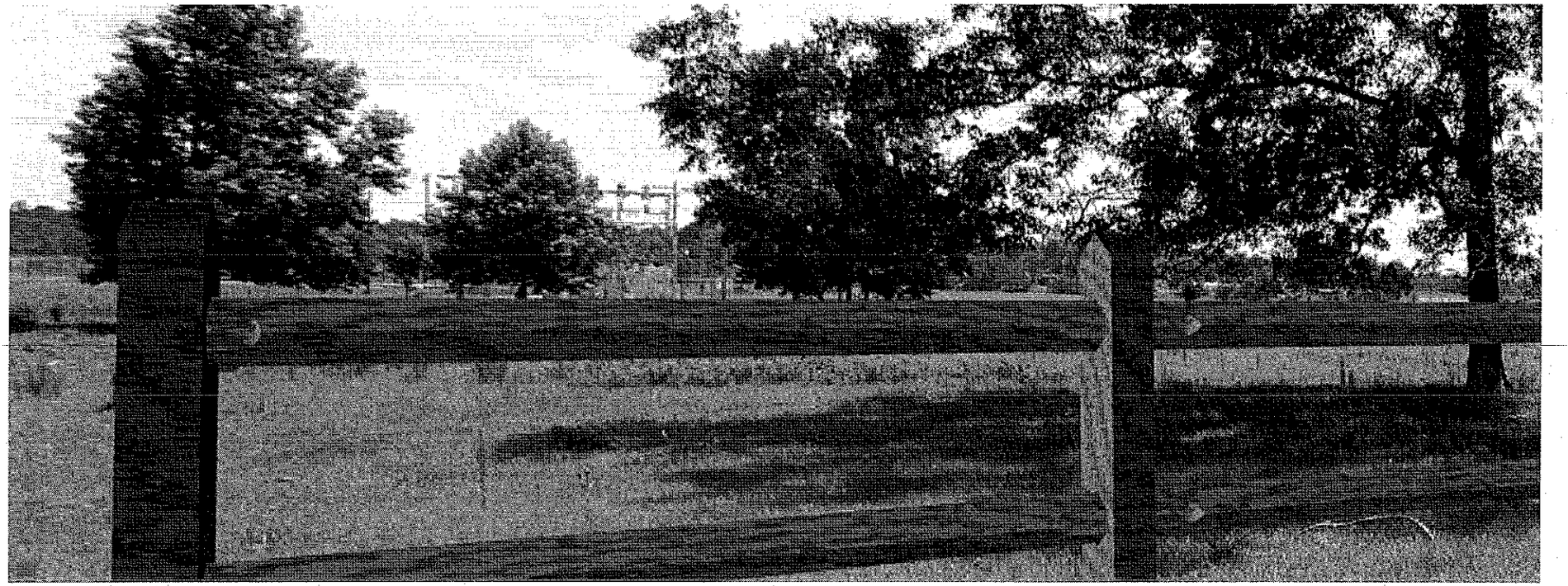


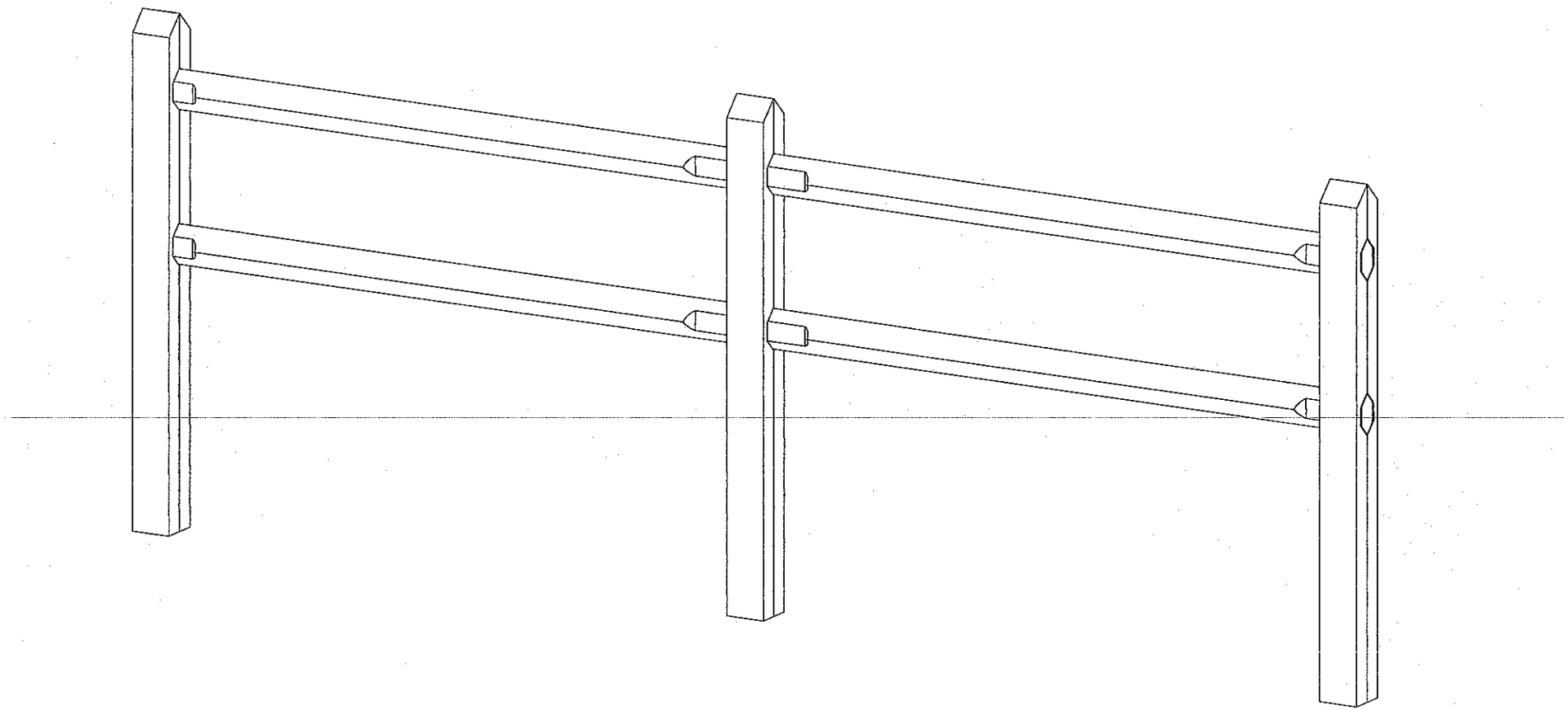
Rail Dimension

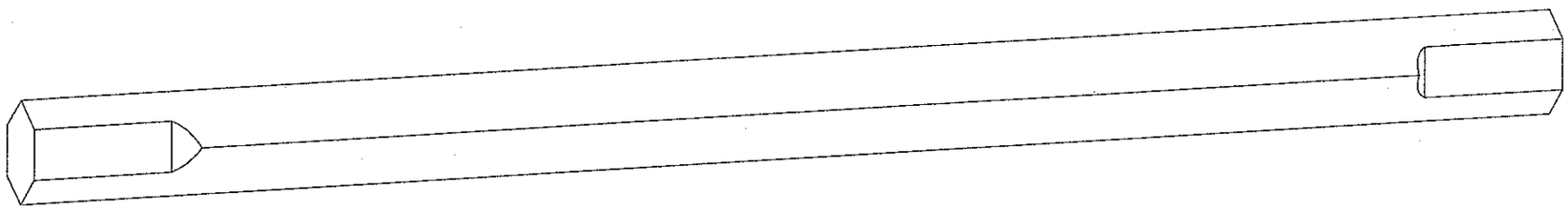
PRIDE ENTERPRISES - UNION FORESTRY
13518 NE 258th Ct. - Raiford, Fl 32083 PH: 813 - 890 - 6554 Fax: 877 - 458 - 7788 E - Mail: UnionForestry@Pride Enterprises.org

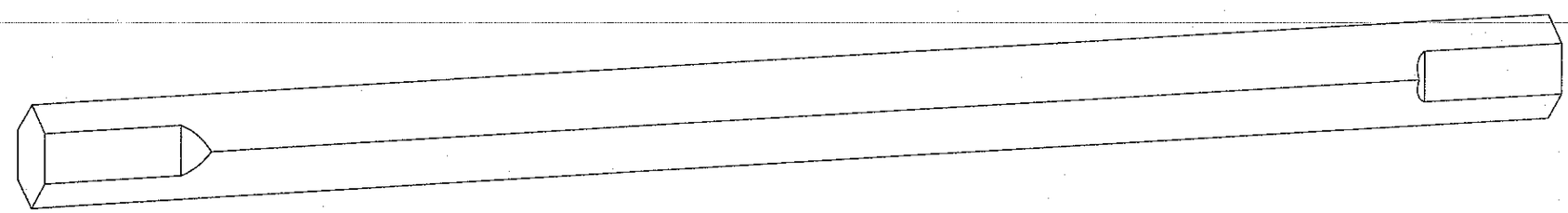
TOLERANCES UNLESS OTHERWISE SPECIFIED	FRACTIONAL = ± 1/16 ANGLES = ± 1° DECIMAL = ± .0001	DATE: 12/9/2009	Scaled:
		DRAWN BY: Rodney Long	2 Hole Diamond Post
		APPROVED BY:	

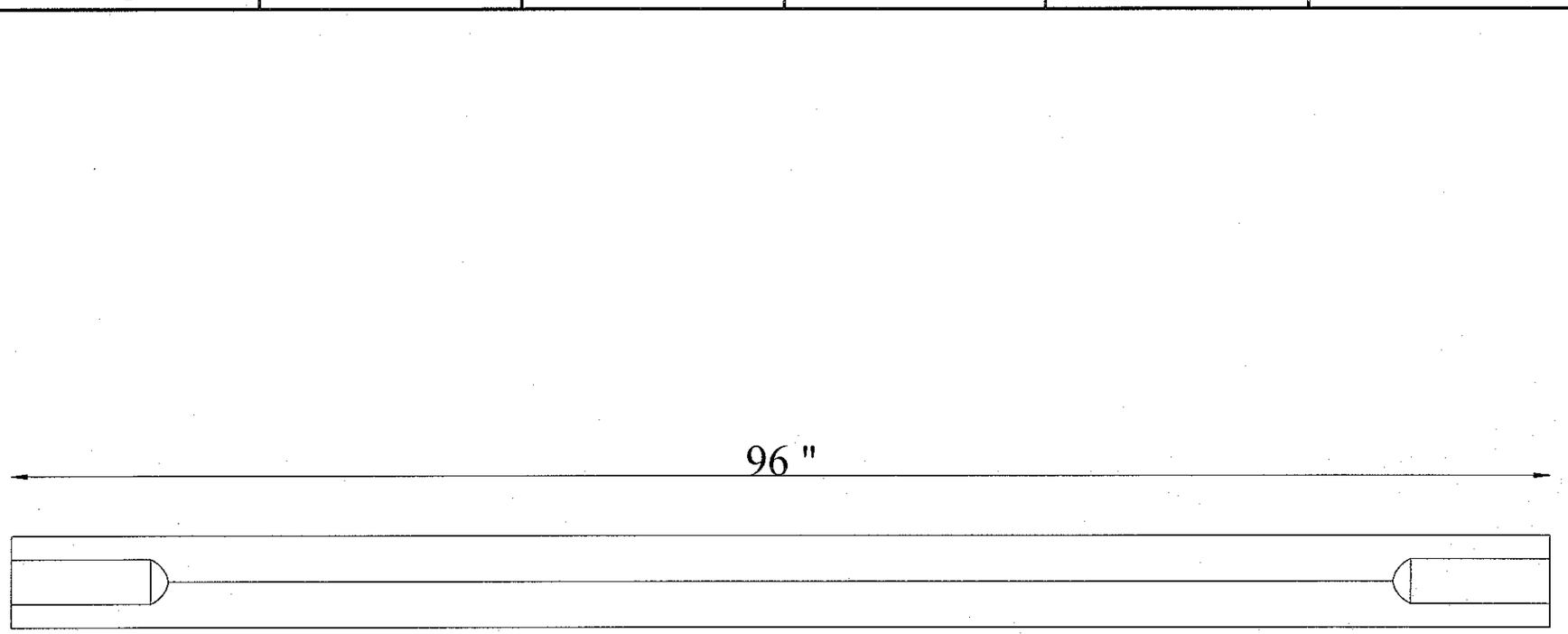
PROPRIETARY NOTICE
THIS DOCUMENT IS THE PROPERTY OF PRIDE ENTERPRISES AND CONTAINS PROPRIETARY INFORMATION THAT IS NOT TO BE USED OR REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF PRIDE ENTERPRISES











PRIDE ENTERPRISES - UNION FORESTRY
13518 NE 258th Ct. - Raiford, Fl 32083 PH: 813 - 890 - 6554 Fax: 877 - 458 - 7788 E - Mail: UnionForestry@Pride Enterprises.org

TOLERANCES UNLESS OTHERWISE SPECIFIED	FRACTIONAL = ± 1/16 ANGLES = ± 1° DECIMAL = ± .1	DATE: 12/9/2009	Scaled: 1 : 9.8405
		DRAWN BY: Rodney Long	
		APPROVED BY:	

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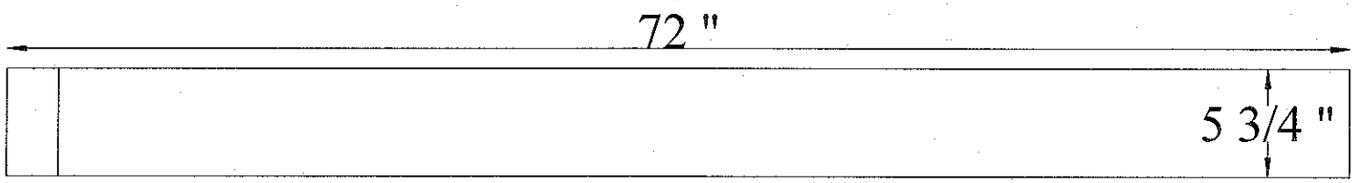
2 Hole Diamond Rail Fence
Rail Dimensions



PRIDE ENTERPRISES - UNION FORESTRY
13518 NE 258th Ct. - Raiford, Fl 32083 PH: 813 - 890 - 6554 Fax: 877 - 458 - 7788 E - Mail: UnionForestry@Pride Enterprises.org

TOLERANCES UNLESS OTHERWISE SPECIFIED	FRACTIONAL = ± 1/16 ANGLES = ± 1° DECIMAL = ± .1	DATE: 12/9/2009	Scaled: 1 : 9.3522
		DRAWN BY: Rodney Long	
		APPROVED BY:	

2 Hole Diamond Rail Fence
Post Front Dimensions

PROPRIETARY NOTICE
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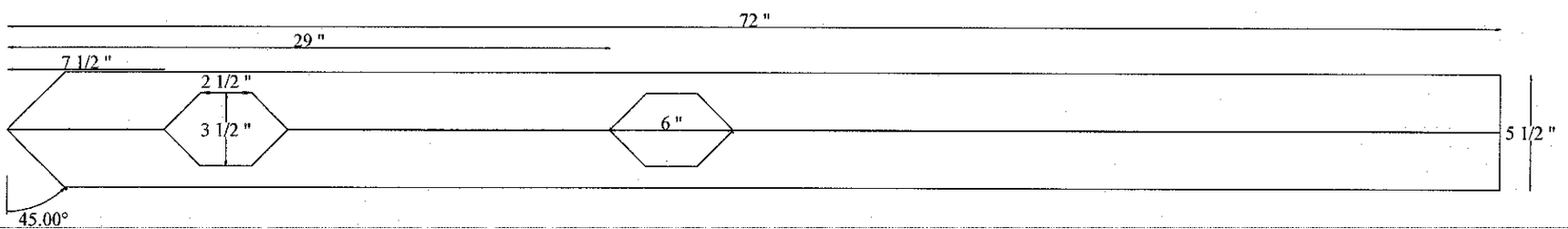

PRIDE ENTERPRISES - UNION FORESTRY
13518 NE 258th Ct. - Raiford, Fl 32083 PH: 813 - 890 - 6554 Fax: 877 - 458 - 7788 E - Mail: UnionForestry@Pride Enterprises.org

TOLERANCES UNLESS OTHERWISE SPECIFIED	FRACTIONAL = ± 1/16 ANGLES = ± 1° DECIMAL = ± .1	DATE: 12/9/2009	Scaled: 1 : 7.6803
		DRAWN BY: Rodney Long	
		APPROVED BY:	

PROPRIETARY NOTICE
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2 Hole Dimond Rail Fence
Post Front Dimensions

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

August 15, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 17-18.074 Congestion Management Plan Phase II Sheriff's Parking Lot

All:

Your firm recently received an Invitation to Bid on the above-mentioned specification.

This Addendum Number 3 provides for updates regarding light fixtures and poles shown on Sheet 25 of the plans, as well as a correction to the Luminaire Schedule on Sheet 27. Please see the following drawings which update and correct the missing information.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

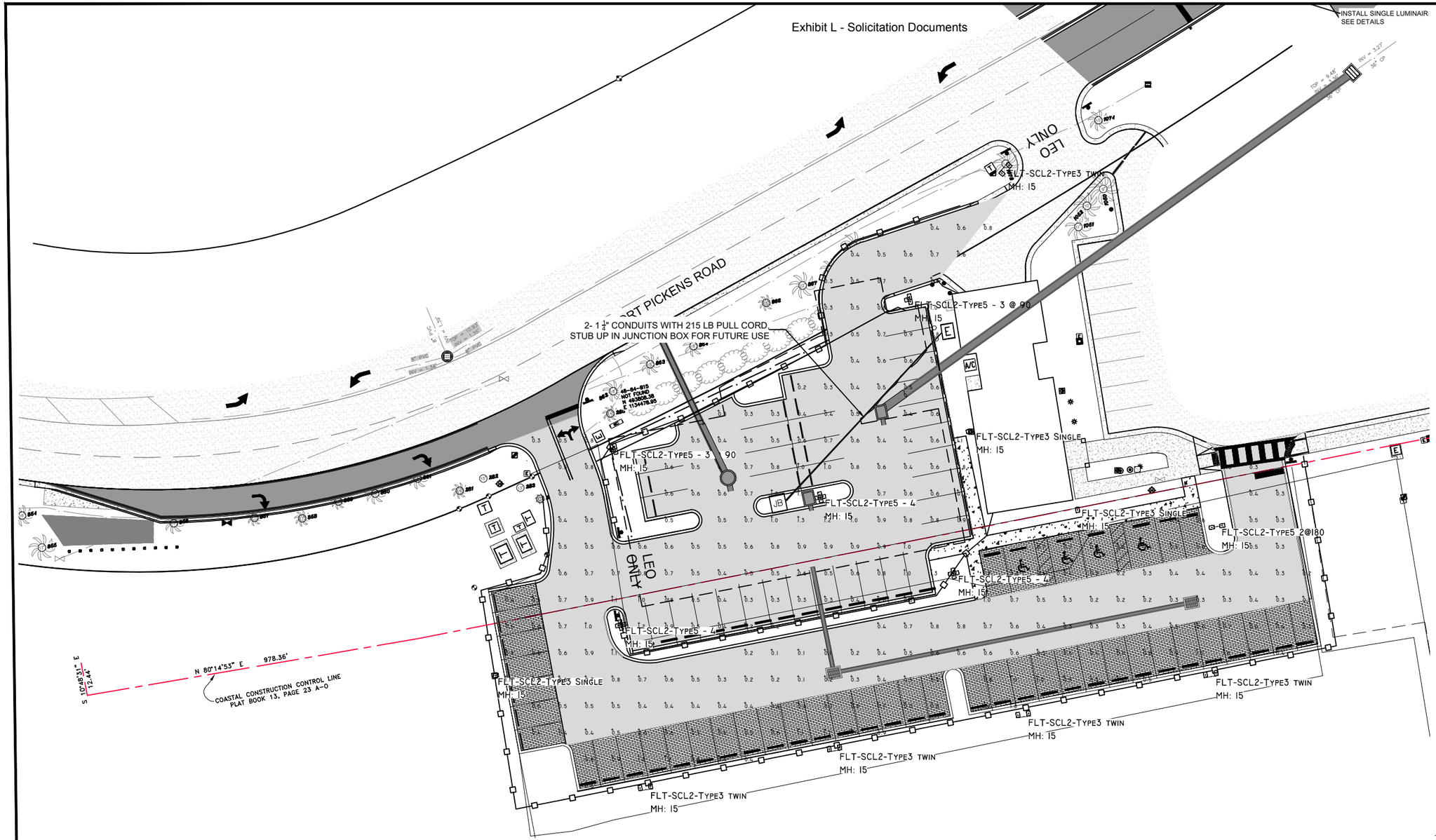
Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL



Luminaire Schedule						
Symbol	**Qty**	**Label**	**Arrangement**	**LLF**	**Description**	**Filename**
	3	FLT-SCL2	4 @ 90 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	5	FLT-SCL2	TWIN	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies
	2	FLT-SCL2	3 @ 90 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	1	FLT-SCL2	2 @ 180 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	5	FLT-SCL2	SINGLE	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies

Calculation Summary							
Label	**CalcType**	**Units**	**Avg**	**Max**	**Min**	**Avg/Min**	**Max/Min**
PARKING	Illuminance	Fc	0.60	1.8	0.1	6.00	18.00
Driveway	Illuminance	Fc	0.47	1.1	0.1	4.70	11.00
South Parking	Illuminance	Fc	0.77	1.8	0.3	2.57	6.00
West Parking	Illuminance	Fc	0.60	1.1	0.4	1.50	2.75

N
W E
S

20 10 0 20
GRAPHIC SCALE IN FEET

FULL SIZE 1" = 20'
HALF SIZE 1" = 40'

LEGEND:

R/W Right of way
BM Benchmark
ELEVElevation
INV Invert
P.C.C. Point of compound curvature
P.I. Point of intersection
S.R.I.A. Santa Rosa Island Authority
1/2" Capped iron rod found #1748
1/2" Capped iron rod set #7073
4?x4?Concrete monument found #note
Nail and flag set
Backflow preventor
Electric equipment
Fire hydrant
Flag pole
Ground light
Light pole with base
Road sign
Soil boring
Sewer clean-out
Sprinkler control valve
Sanitary sewer manhole
Sewer valve marker
Telephone equipment
Gas marker
Telephone marker
Water meter
Water valve
Wood post
Guard post
G Gas line
SS Sanitary sewer line
UE Underground electric line
W Waterline
FM Force main
Palm tree
- CAPPED REBAR FOUND
- SHRUB
- TREE

HDPE - HIGH DENSITY POLYETHYLENE PIPE
PB - PLAT BOOK
RCP - REINFORCED CONCRETE PIPE
PVC - POLYVINAL CHLORIDE
INV - INVERT OF STRUCTURE
TE - THROAT ELEVATION
RE - RIM ELEVATION
INV - INVERT OF STRUCTURE
IE - INVERT ELEVATION OF PIPE

PROPOSED DEMOLITION
RIGHT TURN LANE ASHALT
PROPOSED ASPHALT
EXISTING ASPHALT
PROPOSED STAMPED ASPHALT
PROPOSED CONCRETE

10 EXISTING CONTOUR
10 PROPOSED CONTOUR
SPLIT RAIL FENCE
SF SF SILT FENCE
FLOW ARROW
XX.XX PROPOSED SPOT ELEVATION
EX. XX.XX EXISTING SPOT ELEVATION
COASTAL CONSTRUCTION CONTROL LINE (CCCL)
JB JUNCTION BOX
PROPOSED LIGHT POLE, NUMBER AND ARRANGEMENT OF LUMINAIRES AS SHOWN

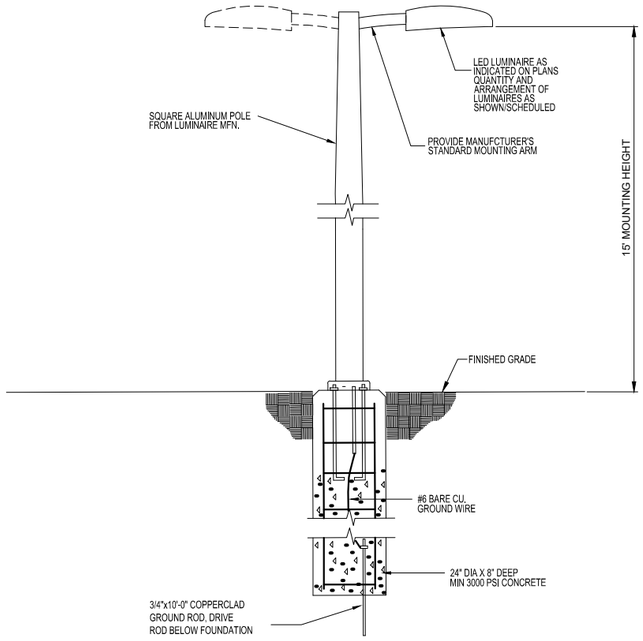
PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
PROPOSED PHOTOMETRIC PLAN

VOLKERT
Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-8935

DESIGNED BY: KEN POWERS, PE
QA/QC MANAGER: DAVID FORTE
DRAWN BY: AMY OLAUGHLIN
DATE: AUGUST 2018
FIELD BOOK / PAGES:
DISTRICT: 4
SECTION / TOWNSHIP / RANGE:
CHECKED BY:
SIGNATURE:
JOB # / TASK NO.: 78362

REVISIONS: NUMBER | DATE | APPROVED BY

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 25 OF 31

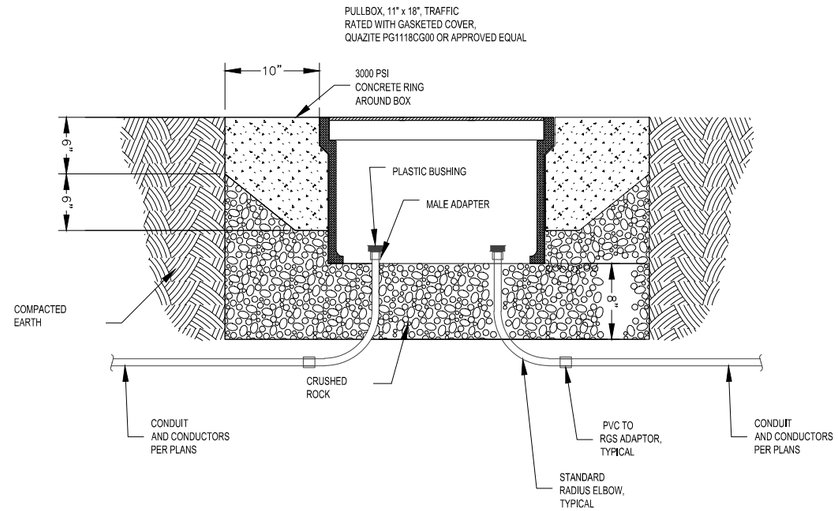


DETAIL NOTES:

1. CONCRETE FOUNDATION SHALL BE IN ACCORDANCE WITH FDOT STANDARD DRAWINGS AND SPECIFICATIONS.
2. POLES SHALL YIELD A LUMINAIRE MOUNTING HEIGHT OF APPROXIMATELY 15' UNLESS OTHERWISE NOTED.
3. ASSEMBLIES SPECIFIED ARE SOLAR TURTLE FRIENDLY LUMINAIRES PROVIDED WITH POLES AND BATTERY SYSTEM.
4. IN AREAS WITH HIGH WATER TABLE, CONTRACTOR MAY SUBSTITUTE PRE CASE FOUNDATION WITH SAME DIMENSIONS AND STRUCTURAL PROPERTIES.

GENERAL ELECTRICAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, LATEST EDITION RECOGNIZED BY THE AUTHORITY HAVING JURISDICTION, AND APPLICABLE LOCAL RULES, REGULATIONS AND ORDINANCES, COORDINATED WITH ALL DISCIPLINES.
2. UNLESS OTHERWISE NOTED, UNDERGROUND CONDUITS SHALL BE 24" BELOW GRADE AND SHALL BE SCHEDULE 40 PVC. TRANSITIONING TO RGS ABOVE GRADE; TRANSITION FROM PVC TO RGS SHALL BE MADE BELOW GRADE. INTERMEDIATE METAL CONDUIT IS NOT ACCEPTABLE.
3. ROUTING AND LOCATIONS OF EQUIPMENT SHOWN ARE APPROXIMATE; CONTRACTOR SHALL DETERMINE BEST MEANS OF ROUTING IN THE FIELD.
4. LOCATIONS OF LIGHT POLES SHALL BE STAKED BY THE CONTRACTOR PRIOR TO INSTALLATION FOR REVIEW BY OWNER AND ENGINEER.
5. POLES AND LUMINAIRES OTHER THAN THOSE SPECIFIED MAY BE SUBMITTED FOR CONSIDERATION IF SUPPORTING PHOTOMETRIC CALCULATIONS ARE ALSO PROVIDED. LUMINAIRES SHALL BE LISTED (OR BE CAPABLE OF BEING LISTED) IN FWC'S APPROVED PRODUCT LIST OF TURTLE FRIENDLY LUMINAIRES.
6. SEE LUMINAIRE SCHEDULE FOR BASIS OF LIGHTING DESIGN.



JUNCTION BOX
N.T.S.

DETAIL NOTES:

1. PROVIDE CONDUITS AND CONDUCTORS AS DENOTED ON PLAN SHEETS.

LUMINAIRE SCHEDULE
SCALE: NTS

Luminaire Schedule

Symbol	Qty	Label	Arrangement	LLF	Description	Filename
	3	FLT-SCL2	4 @ 90 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	5	FLT-SCL2	TWIN	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies
	2	FLT-SCL2	3 @ 90 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	1	FLT-SCL2	2 @ 180 DEGREES	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T5	FLT-SCL2-Type5 2.1.ies
	5	FLT-SCL2	SINGLE	0.370	SCL2 Series MOD#_ SCL2-SPMS-WH-T3	FLT-SCL2-Type3 3.1.ies

BASIS OF DESIGN IS FIRST LIGHT TECHNOLOGIES SCL2 SERIES

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
CASINO BEACH PARKING AREA
LIGHTING DETAILS

VOLKERT Engineers • Surveyors • Planners
215 FAIRPOINT DRIVE
SUITE B
GULF BREEZE, FL 32561
Telephone (850) 512-9935

DRAWN BY: AMY O'LAUGHLIN
DESIGNED BY: KEN POWERS, PE
CHECKED BY:
DISTRICT: 4
DATE: AUGUST 2018
QA/QC BY: DAVID FORTE
SECTION/TOWNSHIP/RANGE
FIELD BOOK/PAGES
REG. P.E. ENG. NO. 78362
DATE
SIGNATURE

APPROVED BY
DATE
REVISIONS
NUMBER

DRAWING NUMBER
PROJECT NUMBER 635501
SURVEY NUMBER
SHEET 27 OF 31

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14633 **County Administrator's Report 10. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018
Issue: Contract Award for Uniform Rental Services
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Contract Award for Uniform Rental Services for Escambia County - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign an Agreement between Escambia County, Florida, and UniFirst Corporation, per the terms and conditions of PD 17-18.064, Uniform Rental Services, for three years with two additional one year terms at the per piece rental rates for uniforms as quoted in the bid.

Funding:

Fund		Cost Center	Object Code
001	General Fund	310203	55201
113	Library Fund	110502	55201
001	General Fund	310202	55201
001		250202	55201
001		220701	55201
401	Solid Waste Fund	230301	55201
401		230304	55201
401		230306	55201
401		230307	55201
401		230314	55201
140		210402	55201
001	General Fund	211401	55201

BACKGROUND:

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on July 9, 2018. Four contractors were notified. The solicitation requested pricing on Uniform Rental services for a list of 54 uniform items. A Non-Mandatory Pre-Solicitation Conference was held on July 26, 2018. One vendor was represented at that meeting. Bids were received from two vendors on August 13, 2018. UniFirst Corporation was the lowest and most responsive and responsible bidder based on individual unit rental pricing regardless of estimated quantities to be used.

BUDGETARY IMPACT:

Fund		Cost Center	Object Code
001	General Fund	310203	55201
113	Library Fund	110502	55201
001	General Fund	310202	55201
001		250202	55201
001		220701	55201
401	Solid Waste Fund	230301	55201
401		230304	55201
401		230306	55201
401		230307	55201
401		230314	55201
140		210402	55201
001	General Fund	211401	55201

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Senior Assistant County Attorney, Kristin D. Hual

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Stand Alone Contracts and Purchase Orders.

Attachments

Agreement for Uniform Rental Services

Bid Tabulation for Uniform Rental Services

AGREEMENT RELATING TO UNIFORM RENTAL SERVICES (PD 17-18.064)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Unifirst Corporation, a foreign for-profit corporation authorized to transact business in the State of Florida, FEI/EIN Number: 04-2103460, whose principal address is 68 Jonspin Road, Wilmington, MA 01887 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on July 9, 2018, the County issued an Invitation to Bidders (PD 17-18.064) seeking a contractor to provide uniform rental services for Escambia County personnel; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such service as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and continue for an initial term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for up to two (2) additional one year terms. The total duration of this agreement, including the exercise of all options to renew and extend, shall not exceed the duration of five (5) years.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bidders, Uniform Rental Services, Specification No. P.D. 17-18.064*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Pricing. County shall pay Contractor in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point(s) within Escambia County. In the event an audit indicates Contractor has not honored quoted prices and discounts, Contractor will be liable for any and all overage charges.

5. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of goods/services received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for supplies provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit.

7. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and

(c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

It is understood and agreed by the parties that if the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice will be made to each party as follows:

To: Unifirst Corporation	To: Escambia County
Attention: Steve Sintros, President	Attention: County Administrator
68 Jonspin Road	221 Palafox Place, Suite 420
Wilmington, MA 01887	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, will be deemed to be receipt of the notice sent. Any party will have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue will be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed

except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, those dealing with taxation, worker's compensation, equal employment, and safety.

15. Assignment. This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

16. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

17. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

18. Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural includes the singular. References to statutes or regulations will include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons will include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

(b) This Agreement will not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement will be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

20. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: _____

Witness: _____

BCC Approved: _____

CONTRACTOR: UNIFIRST CORPORATION

Attest: _____
Corporate Secretary

By: _____
Steve Sintros, President

[SEAL]

Date: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 5/27/16

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

UNIFORM RENTAL SERVICES
SPECIFICATION NUMBER PD 17-18.064

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, August 13, 2018
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, July 26, 2018**

Board of County Commissioners
Douglas Underhill, Chairman
Jeff Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson, IV

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Ramona Williams, C.P.M., CAPM
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4982
E-Mail: rdwilliams@myescambia.com

SPECIAL ACCOMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the County shall affix his signature hereto, and this shall then constitute a written Agreement between parties. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submits a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.064, "Uniform Rental Services", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. **Definitions**

Blackout Period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work Summary

Escambia County is seeking bids from qualified vendors to provide prompt and efficient uniform rental services to various County Departments from a single source of supply at fair and reasonable prices. The County intends to award a three year contract with the option for two (2) one year extensions.

The quantities listed for each department are estimated quantities only. There are approximately 250 employees that will be receiving uniforms. The County reserves the right to increase or decrease the quantities stated as it deems necessary.

3. Vendor Responsibilities

Uniform Rental with Full Services

All initial uniforms shall be furnished NEW by the successful Vendor. Each employee shall receive a set of uniforms for each day the employee works over a two (2) week period, plus one set. (5 days/wk. = 11 sets) and, one jacket.

The shirts, pants and skirts shall be properly laundered and neatly pressed, by iron/steamer with creases to ensure a professional appearance of the wearer. All uniforms will be returned on hangers and delivered to the appropriate work location.

Any shirt, pants or skirt returned **not pressed** will be considered **not in compliance** with the contract. Therefore, the Vendor will deduct the weekly laundering cost from their monthly invoice.

Pressing of uniforms will be in accordance with acceptable standards and the best practices of the industry.

All jackets shall be cleaned at no cost to the County.

Any shortage shall be immediately credited to the employee. This includes pants, shirts, skirts, and jackets "MISSING" from clean garments. Credit shall be based on a prorated unit cost per man per week.

All prices shall be quoted based on delivery and pick-up by the Vendor to and from locations within Escambia County as required during the contract period.

The unit base price shall reflect the weekly charge based on a twelve-month uniform rental "INCLUDING REPLACEMENT OF WORK AND DAMAGED GARMENTS."

The initial contract delivery shall be within six (6) weeks after the award date.

This contract is based on five (5) working days for all departments.

The successful Vendor will be required to establish a check-in/check-out inventory system for all locations where garments will be delivered and picked up. **The bidder shall submit a SAMPLE FORM that will be used at each location.** The check-in/check-out form must show the number of shirts, pants, and jackets turned in by each employee and the number of shirts, pants and jackets returned by the Vendor each week. The County will have a designated employee coordinate check-in/check-out at each location.

Deliveries shall be made a minimum of once per week to each location requiring the service within the County. The check-in/check-out process shall be performed during each delivery with a copy given to and verified with the user's Departmental Representative.
When the delivery date falls on a Holiday, the Vendor will deliver the uniforms on the work day prior. A copy of the BCC's Holiday Calendar will be forwarded to the Vendor when it is distributed each year.

All garments/uniforms shall be laundered using detergents or cleaners that leave the garments odor free. **Uniforms that retain an offensive smell or residual odor after laundering will not be acceptable. Garments delivered in a worse condition than when picked up, will not be acceptable.**

Facilities Management locations at 190 Government St., 223 Palafox Place, 1800 St. Mary's Avenue, and 100 East Blount Street should be delivered the same day and by the same driver, who will drop off all invoices at the 100 East Blount Street location. The invoices for 4901 Camp Road North, Century, Florida should be mailed to Facilities Management, 100 East Blount Street, Pensacola, FL 32501.

All uniforms shall be maintained in a reasonable condition including the replacement of buttons and the sewing of any rips. Garments shall be replaced by the Vendor, **with new garments** if after one year during the contract period, the County's Departmental Representative deems the garments too badly damaged, faded, shabby or unfit to wear at the Vendor's expense. If the employee intentionally damages or loses the uniform, the cost of the uniform will be responsibility of the employee per contract price. Uniform damaged during normal course of work duties will be replaced with a new garment by Vendor at no additional cost.

All replacement of garments shall be with new garments. Garments shall be tagged and returned in a repaired condition, or replaced within two (2) weeks, at no cost to the County.

Repair tags shall be supplied by the successful Vendor, so that the County employees may

tag the damaged uniform. The Repair Tag shall be marked" Repaired" and will be attached to the repaired uniform. If the uniform cannot be repaired within 2 – weeks, the Vendor will issue a new uniform within the 2 – week period.

Embroidered emblems and logos:

Emblems will be supplied by the successful Vendor and sewn on shirt and jacket at a point designated by each Department. There shall also be a separate emblem to identify the employee by name. ALL BLOCKED LETTERING WILL BE EMBROIDERED OR SCREENED ON THE GARMENT OR A PATCH STITCHED on the garment. (Some departments may require embroidered logos, others may be screened.) **Design of emblem will be provided to the successful Vendor after award of contract. All name emblems and logo emblems shall be approved as to design and color prior to being applied to garments.**

The cost of these emblems will be the Vendor's responsibility and shall be included in the rental price for the shirt. No additional allowances will be made for emblems required under this contract.

Specialty Garments:

Specialty garments are articles of clothing not standard rental clothing for uniform rental company. Specialty garments will be prorated at a specified rate when the article of clothing needs to be replaced or the employee leaves the employment of the Department or the County. A list of the garments subject to being pro-rated shall be attached or notated on the bid form.

Garment Construction:

All points of stress shall be tacked with special attention to front and back pockets.

Pants shall have reinforced crotch.

All pants will have an inner waist lining and pockets to be of a nylon blend, or equivalent to insure durability.

All garments shall be washed using methods in full accord with the State of Florida requirements governing commercial and industrial laundries.

All garments shall be treated for mildew prevention.

Measurements:

Each employee will be individually measured to determine the proper garment size. All measurements shall be taken at a mutually agreed upon time between the successful Vendor and the designated County
Departmental Representative as listed under the locations specified by the County.

Employee Identification Markings:

All garments shall have the employee's name permanently marked in an inconspicuous location, to prevent theft or loss.

Colors:

Color swatches (or actual garments) may be requested prior to bid award.

All supervisor and industrial shirts are to be available in standard solid colors and stripes. All polo shirts are to be available in standards solid colors or with contrasting patterns on collar and cuffs. All pants are to be available in standard industry colors.

Hangers:

The County encourages recycling. Therefore, a means will be provided to facilitate the recycling of hangers. All hangers will be removed from the site each delivery day.

Detailed Specifications: Shirts

All shirts will be available in S, M, L, XL, XXL, 1X, 2X, 3X, 4X and 5X in Regular or Long Tailed or equivalent at no additional charge to the County, including ordering, in Men and Women sizes.

Regular Work Shirts - Long and Short sleeves, with a minimum of 50% cotton, with banded collar and seven-button front.

Striped Work Shirts – Long and Short sleeves, with a minimum of 50% cotton, with banded collar and seven-button front.

Regular Work Polo Shirts - Polo, mesh knit that is non-pilling with stain release, three buttons with chest pocket and side vents, hemmed sleeves and straight bottom.

Oxford Shirts- Long and Short sleeves, 60% cotton/40% polyester, durable press, top stitched, banded collar; back box pleat, seven-button front with single chest pocket or "Approved Equal".

Work Shirts – Long and short sleeves, 4.75 oz. 65% polyester / 35% cotton poplin blend, durable-press soft comfort finish, moisture management, fade, soil, and wrinkle resistant with a minimum six buttons with vertical buttonholes.

Micro-check Shirts – Long and short sleeves, 4.75 oz. 65% polyester / 35% cotton poplin blend, durable-press soft comfort finish, moisture management, fade, soil, and wrinkle resistant with a minimum six buttons with vertical buttonholes.

Enhanced Visibility Shirts – Poplin 65% polyester/35% cotton, approximately 4–1/4 oz., two – piece, lined collar, sewn in stays, stitched down front with button closure., two 1/2-inch enhanced visibility trim across pockets, down sleeves from shoulder to sleeve ends and two horizontal stripes across the back. Red Kap #SP 24 for short sleeve and Red Kap #SP14 for long sleeve or "Approved Equal" in sizes as listed above.

Men's Flame-Resistant Shirt - Red Kap # SC90 Indura or "Approved Equal" 7 oz. Twill, 100% cotton. Six buttons with vertical button holes, button at neck. Two piece, fully lined collar, no stays. One piece, fully lined cuffs, with stitched down front facing. Two buttons through hex style pockets with flaps, bar tacks. Bar tacked pencils stall in left pocket. Long sleeve only. Available in sizes as listed above.

Pre-washed 100% Cotton Denim Shirt – Long sleeve and Short Sleeve, with left chest pocket.

Detailed Specifications: Pants

All pants should be available in S, M, L, XL, XXL, XXXL, 1X, 2X, 3, 4X AND 5X or sizes equivalent up to waist size of 55 inches, at no additional charge to the County, including order, in Men and Women sizes.

Work Pants - Durable press, 65% polyester / 35% combed cotton, plain front, front and back pockets, reinforced stress point and button front closure.

Cotton Work Pants – 100% pre-shrunk cotton twill, wrinkle-resistant finish, plain front, front and back pockets with ratcheting zipper with button closure.

Executive Pants – Cotton/Polyester, Wrinkle resistant and with a single hook and eye closure or button, two welt back pockets and front quarter pockets, brass zippers, pleated fronts, straight leg style and non-roll waistband.

Denim Blue Jeans- Pre-shrunk, two front pockets with watch pocket, two back pockets, brass zipper, button or snap at waist, 100% cotton.

Flame Resistant Pants - Red Kap # PC94 or "Approved Equal", approximately 9 oz. twill, 100% cotton, brass ratcheting zipper, button closure and inner-lined waistband. Two set in slack style front pockets, two single welted hip pockets, left hip pocket has button closure.

Shorts – 65% polyester / 35% cotton pleated front, .25 oz. twill with stain release, deep front pockets, two back pockets, lined front fly, brass zipper, available in flat or pleated fronts.

Women's Skirt – Durable press 65% polyester 35% combed cotton permanent press mid-calf women skirt.

Coveralls- Red Kap, Reed Flex or "Approved Equal". Durable press 65% polyester/35% combed cotton permanent press with soil release and wicking action. Insulated option/non-insulated option and safety stitched.

Jacket - Hip length 65/35 medium weight twill, quilted perm-lining, two slash pockets and tricep pencil pocket with a solid brass zipper.

Enhanced Visibility Jacket - Hip length 65/35 medium weight twill, quilted perma-lining, two slash pockets and tricep pencil pocket, two 1/2-inch enhanced visibility trim across pockets, down sleeves from shoulder to sleeve ends and two horizontal stripes across the back with a solid brass zipper.

4. Procurement Questions

Questions may be directed to Ramona Williams, Purchasing Specialist, at rdwilliams@myescambia.com. Last day for questions will be August 10, 2018, at 4:00 PM CDT. It is requested that all questions be submitted via email.

5. Bid Forms

This Solicitation contains a Solicitation, Offer, Bid Form, and Attachment A which shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Bidder's Checklist included in this Solicitation provides instructions to the Bidder on the documentation to be submitted during the procurement process.

5. Pre-Solicitation Conference

A Non-Mandatory Pre-Solicitation Conference will be held at 213 Palafox Place, Pensacola, Florida 32502 in the Office of Purchasing Conference Room 11.407, on August 2, 2018 at 3:00p.m. CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

6. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

7. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

8. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Insurance Requirements

9. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM

Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

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

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. <u>Workers Compensation Coverage</u>

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. <u>General, Automobile and Excess or Umbrella Liability Coverage</u>

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies

of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. **Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Ramona Williams, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

11. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide

a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

ATTACHMENT A

(Must be completed and returned with bid response)
PD17-18.064
Uniform Rental Services

Pricing for Proposed Uniform Garments

Provide unit price for all items. Items with zero quantities are for possible future use.

Line Item #	Description	Qty Total	Unit Price	Total Cost	Replacement Cost
1	Oxford Shirts - Long Sleeve - Men	36	$0.18	$6.30	$13.21
2	Oxford Shirts - Short Sleeve- Men	124	$0.16	$19.50	$12.06
3	Oxford Shirts - Long Sleeve - Women	0	$0.20	$0.00	$15.25
4	Oxford Shirts - Short Sleeve - Women	11	$0.17	$1.90	$12.95
5	65/35 Regular Work Shirts - Long Sleeve - Men	31	$0.14	$4.34	$10.24
6	65/35 Regular Work Shirts - Short Sleeve - Men	181	$0.12	$21.36	$8.94
7	65/ 35 Regular Work Shirts - Long Sleeve - Women	15	$0.15	$2.31	$10.88
8	65/ 35 Regular Work Shirts - Short Sleeve - Women	51	$0.13	$6.38	$8.94
9	Striped/Micro Check Work Shirts - Long Sleeve - Men	80	$0.21	$16.40	$13.59
10	Striped/Micro Check Work Shirts - Short Sleeve - Men	382	$0.17	$63.03	$11.61
11	Striped Work Shirts - Long Sleeve - Women	77	$0.18	$13.55	$12.17
12	Striped Work Shirts - Short Sleeve - Women	0	$0.15	$0.00	$10.65
13	Regular Work Polo Shirts - Short Sleeve - Men	40	$0.13	$5.20	$11.87
14	Regular Work Polo Shirts - Short Sleeve - Women	0	$0.13	$0.00	$11.87
15	Work Shirts - Long Sleeve - Men	10	$0.14	$1.40	$10.24
16	Work Shirts - Short Sleeve - Men	43	$0.12	$5.07	$8.94
17	Work Shirts - Long Sleeve - Women	0	$0.15	$0.00	$10.88
18	Work Shirts - Short Sleeve - Women	0	$0.13	$0.00	$8.94
19	Flame Resistant Shirts, Long Sleeve - Men	0	$0.34	$0.00	$37.47
20	Flame Resistant Shirts, Long Sleeve - Women	0	$0.34	$0.00	$54.27
21	Enhanced Visibility Shirts, Gray w/Orange Stripes - Long Sleeve	0	$0.32	$0.00	$21.36
22	Enhanced Visibility Shirts, Gray w/Orange Stripes - Short Sleeve	0	$0.30	$0.00	$19.60
23	Enhanced Visibility Shirts, Yellow w/ Reflective Stripes - Long Sleeve	53	$0.35	$18.50	$35.21

EXHIBIT
tabbies
B

24	Enhanced Visibility Shirts, Yellow w/ Reflective Stripes - Short Sleeve	193	$0.32	$61.95	$32.89
25	Enhanced Visibility Shirts, Blue w/ Reflective Stripes - Long Sleeve	11	$0.32	$3.54	$21.36
26	Enhanced Visibility Shirts, Blue w/ Reflective Stripes - Short Sleeve	11	$0.29	$3.26	$19.60
27	Chambray Shirt - Long Sleeve - Men	1	$0.23	$0.23	$18.23
28	Chambray Shirt - Short Sleeve - Men	2	$0.21	$0.42	$16.30
29	Denim Shirt - Long Sleeve - Women	0	$0.18	$0.00	$14.39
30	Denim Shirt - Short Sleeve - Women	0	$0.18	$0.00	$11.64
31	65/35 Work Pants - Men	827	$0.19	$158.78	$13.72
32	65/35 Work Pants -Women	121	$0.22	$26.38	$14.04
33	65/35 Work Pants-Cargo-Men	13	$0.24	$3.12	$17.60
34	Pant, Twill - Men	5	$0.22	$1.09	$13.72
35	Pants, Flame Resistant - Men	0	$0.37	$0.00	$40.44
36	Pants, Flame Resistant - Women	0	$0.37	$0.00	$48.24
37	Executive Slacks - Men	21	$0.22	$4.62	$15.09
38	Executive Slacks - Women	0	$0.24	$0.00	$18.23
39	Vendor's Brand Denim Jeans - Men	1126	$0.30	$335.55	$17.28
40	Name Brand Denim Jeans - Men	0	$0.34	$0.00	$20.14
41	Vendor's Brand Denim Jeans - Women	11	$0.33	$3.67	$19.92
42	Name Brand Denim Jeans - Women	0	$0.33	$0.00	$19.92
43	Pleated Shorts	50	$0.20	$10.05	$13.30
44	Skirts - Women	7	$0.26	$1.82	$17.30
45	Coveralls	21	$0.29	$6.15	$21.72
46	65/35 Jackets	144	$0.36	$51.55	$25.16
47	Enhanced Visibility Jackets w/ Stripes	0	$0.44	$0.00	$29.21
48	Enhanced Visibility Jacket, ANSI Class 3 Safety, Yellow	0	$0.83	$0.00	$69.08
49	Shop Towels 18 x 18 wipes	600	$0.05	$30.60	$0.25
50	Door Mat - 4' x 6'	11	$1.96	$21.56	$51.23
51	Door Mat - 3' x 5'	5	$1.22	$6.10	$33.46
52	Door Mat - 3' x 10'	5	$2.45	$12.25	$68.42
53	Coveralls (Nomex FR)	1	$0.77	$0.77	$120.82
54	Dri-Fit Polo 100%-Short Sleeve - Men's	42	$0.13	$5.46	$11.87
		0			
	TOTAL	4,340		$934.160	

Public Notice of Recommended Award *Corrected*								
Bid Tabulation	**Solicitation Number:** PD 17-18.064 **Solicitation Name:** UNIFORM RENTAL SERVICES							
Bid Opening Time: 2:00 P.M. CDT **Bid Opening Date:** 8/13/2018 **Bid Opening Location:** Rm 11.108 **Name of Bidder(s)**		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
Uni First Corporation		Y	N/A	Y	Y	Y	Y	$934.16
Alsco Inc.		Y	N/A	N *	Y	Y	Y	$998.00
Bids Opened By:	Ramona Williams, Purchasing Specialist			**Date:**	8/13/2018	**Status:**		
Bids Tabulated By:	Ramona Williams, Purchasing Specialist			**Date:**	8/13/2018	UNDER REVIEW - Corrected		
Bids Witnessed By:	Karissa Dykes, Office Assistant			**Date:**	8/13/2018	**CAR Date:** 9/6/18	**BOCC Date:** 9/6/2018	

Purchasing Manager/Designee recommends to the BOCC:

That the Board approve and authorize the County Administrator to sign an agreement between Escambia County and UniFirst Corporation per the terms and conditions of PD 17-18.064, Uniform Rental Services for three years with two (2) additional one year terms at the rates per individual uniforms as quoted in the bid.

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes: * Didn't sign form.

**** Original Bid totaled $1194.00. After validating, the extended pricing for Alsco was corrected using the unit price as the determining factor. Amended pricing for Alsco is $998.00 Corrected Pricing does not affect the outcome of the bid tabulation.**

Posted: 8/14/18 3:00 PM
Correction Posted 8/31/2018 10:00

Form Completed By: KAD
Corrected by: RDW

PD17-18.064

Uniform Rental Services

			Unifirst Corporation			Alsco Inc.		
Line Item #	**Description**	**Qty Total**	**Unit Price**	**Total Cost**	**Replacement Cost**	**Unit Price**	**Total Cost**	**Replacement Cost**
1	Oxford Shirts - Long Sleeve - Men	36	$0.18	$6.30	$13.21	$0.25	$9.00	$15.95
2	Oxford Shirts - Short Sleeve- Men	124	$0.16	$19.59	$12.06	$0.25	$31.00	$15.95
3	Oxford Shirts - Long Sleeve - Women	0	$0.20	$0.00	$15.25	$0.25	$0.00	$15.95
4	Oxford Shirts - Short Sleeve - Women	11	$0.17	$1.90	$12.95	$0.25	$2.75	$15.95
5	65/35 Regular Work Shirts - Long Sleeve - Men	31	$0.14	$4.34	$10.24	$0.18	$5.58	$15.95
6	65/35 Regular Work Shirts - Short Sleeve - Men	181	$0.12	$21.36	$8.94	$0.18	$32.58	$15.95
7	65/ 35 Regular Work Shirts - Long Sleeve - Women	15	$0.15	$2.31	$10.88	$0.18	$2.70	$15.95
8	65/ 35 Regular Work Shirts - Short Sleeve - Women	51	$0.13	$6.38	$8.94	$0.18	$9.18	$15.95
9	Striped/Micro Check Work Shirts - Long Sleeve - Men	80	$0.21	$16.40	$13.59	$0.18	$14.40	$15.95
10	Striped/Micro Check Work Shirts - Short Sleeve - Men	382	$0.17	$63.03	$11.61	$0.18	$68.76	$15.95
11	Striped Work Shirts - Long Sleeve - Women	77	$0.18	$13.55	$12.17	$0.18	$13.86	$15.95
12	Striped Work Shirts - Short Sleeve - Women	0	$0.15	$0.00	$10.65	$0.18	$0.00	$15.95
13	Regular Work Polo Shirts - Short Sleeve - Men	40	$0.13	$5.20	$11.87	$0.23	$9.20	$15.95
14	Regular Work Polo Shirts - Short Sleeve - Women	0	$0.13	$0.00	$11.87	$0.23	$0.00	$15.95
15	Work Shirts - Long Sleeve - Men	10	$0.14	$1.40	$10.24	$0.18	$1.80	$15.95
16	Work Shirts - Short Sleeve - Men	43	$0.12	$5.07	$8.94	$0.18	$7.74	$15.95
17	Work Shirts - Long Sleeve - Women	0	$0.15	$0.00	$10.88	$0.18	$0.00	$15.95
18	Work Shirts - Short Sleeve - Women	0	$0.13	$0.00	$8.94	$0.18	$0.00	$15.95
19	Flame Resistant Shirts, Long Sleeve - Men	0	$0.34	$0.00	$37.47	$0.60	$0.00	$29.95
20	Flame Resistant Shirts, Long Sleeve - Women	0	$0.34	$0.00	$54.27	$0.60	$0.00	$29.95
21	Enhanced Visibility Shirts, Gray w/Orange Stripes - Long Sleeve	0	$0.32	$0.00	$21.36	$0.60	$0.00	$29.95

PD17-18.064

Uniform Rental Services

			Unifirst Corporation			Alsco Inc.		
Line Item #	**Description**	**Qty Total**	**Unit Price**	**Total Cost**	**Replacement Cost**	**Unit Price**	**Total Cost**	**Replacement Cost**
22	Enhanced Visibility Shirts, Gray w/Orange Stripes - Short Sleeve	0	$0.30	$0.00	$19.60	$0.60	$0.00	$29.95
23	Enhanced Visibility Shirts, Yellow w/ Reflective Stripes - Long Sleeve	53	$0.35	$18.50	$35.21	$0.60	$31.80	$29.95
24	Enhanced Visibility Shirts, Yellow w/ Reflective Stripes - Short Sleeve	193	$0.32	$61.95	$32.89	$0.60	$115.80	$29.95
25	Enhanced Visibility Shirts, Blue w/ Reflective Stripes - Long Sleeve	11	$0.32	$3.54	$21.36	$0.60	$6.60	$29.95
26	Enhanced Visibility Shirts, Blue w/ Reflective Stripes - Short Sleeve	11	$0.29	$3.19	$19.60	$0.60	$6.60	$29.95
27	Chambray Shirt - Long Sleeve - Men	1	$0.23	$0.23	$18.23	$0.25	$0.25	$29.95
28	Chambray Shirt - Short Sleeve - Men	2	$0.21	$0.42	$16.30	$0.25	$0.50	$22.00
29	Denim Shirt - Long Sleeve - Women	0	$0.18	$0.00	$14.39	$0.38	$0.00	$21.95
30	Denim Shirt - Short Sleeve - Women	0	$0.18	$0.00	$11.64	$0.38	$0.00	$21.95
31	65/35 Work Pants - Men	827	$0.19	$158.78	$13.72	$0.15	$124.05	$15.95
32	65/35 Work Pants -Women	121	$0.22	$26.38	$14.04	$0.15	$18.15	$15.95
33	65/35 Work Pants-Cargo-Men	13	$0.24	$3.12	$17.60	$0.21	$2.73	$15.95
34	Pant, Twill - Men	5	$0.22	$1.09	$13.72	$0.21	$1.05	$15.95
35	Pants, Flame Resistant - Men	0	$0.37	$0.00	$40.44	$0.78	$0.00	$15.95
36	Pants, Flame Resistant - Women	0	$0.37	$0.00	$48.24	$0.78	$0.00	$45.00
37	Executive Slacks - Men	21	$0.22	$4.62	$15.09	$0.45	$9.45	$45.00
38	Executive Slacks - Women	0	$0.24	$0.00	$18.23	$0.45	$0.00	$35.00
39	Vendor’s Brand Denim Jeans - Men	1126	$0.30	$335.55	$17.28	$0.23	$258.98	$29.00
40	Name Brand Denim Jeans - Men	0	$0.34	$0.00	$20.14	$0.35	$0.00	$29.00
41	Vendor’s Brand Denim Jeans - Women	11	$0.33	$3.67	$19.92	$0.23	$2.53	$29.00
42	Name Brand Denim Jeans - Women	0	$0.33	$0.00	$19.92	$0.35	$0.00	$29.00
43	Pleated Shorts	50	$0.20	$10.05	$13.30	$0.21	$10.50	$14.95
44	Skirts - Women	7	$0.26	$1.82	$17.30	$0.21	$1.47	$14.95
45	Coveralls	21	$0.29	$6.15	$21.72	$0.30	$6.30	$55.00
46	65/35 Jackets	144	$0.36	$51.55	$25.16	$0.35	$50.40	$29.95
47	Enhanced Visibility Jackets w/ Stripes	0	$0.44	$0.00	$29.21	$0.65	$0.00	$45.00

PD17-18.064

Uniform Rental Services

			Unifirst Corporation			Alsco Inc.		
Line Item #	**Description**	**Qty Total**	**Unit Price**	**Total Cost**	**Replacement Cost**	**Unit Price**	**Total Cost**	**Replacement Cost**
48	Enhanced Visibility Jacket, ANSI Class 3 Safety, Yellow	0	$0.83	$0.00	$69.08	$0.65	$0.00	$45.00
49	Shop Towels 18 x 18 wipes	600	$0.05	$30.60	$0.25	$0.10	$60.00	$0.99
50	Door Mat - 4' x 6'	11	$1.96	$21.56	$51.23	$3.50	$38.50	$60.00
51	Door Mat - 3' x 5'	5	$1.22	$6.10	$33.46	$2.50	$12.50	$40.00
52	Door Mat - 3' x 10'	5	$2.45	$12.25	$68.42	$4.50	$22.50	$80.00
53	Coveralls (Nomex FR)	1	$0.77	$0.77	$120.82	$0.81	$0.81	$75.00
54	Dri-Fit Polo 100%-Short Sleeve - Men’s	42	$0.13	$5.46	$11.87	$0.19	$7.98	$19.95
		0						
	TOTAL	4,340	$18.46	$934.19	$1,225.71	$27.99	$998.00	$1,424.09

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14661 **County Administrator's Report 10. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018
Issue: Contract Award for Barber Services for Escambia County Jail
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Contract Award for Barber Services for the Escambia County Jail - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign Agreements between Escambia County, Florida, and Eddie Snell, Barber, and Leron D. Burnett d/b/a Goodfellas Barber Shop for Barber Services, per the terms and conditions of PD 17-18.075, Barber and Beautician Services for the Escambia County Jail, for three years with two one year renewals at the rate of $9.00 per haircut or shave.

[Funding: Fund 111, Detention/Jail Commissary Fund, Cost Center 290406, Object Code 53401]

BACKGROUND:

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on July 9, 2018. Twelve contractors were notified. The Solicitation requested pricing on Barber Services for either a haircut or a shave and Beautician Services for a haircut. Vendors could bid on one or both services. A Non-Mandatory Pre-Solicitation Conference was held on July 24, 2018. Four vendors were represented at that meeting. Bids were received from four vendors on August 10 2018. Laytonya Carter did not provide a State of Florida occupational license for Barbers or Beauticians as required in the solicitation and was deemed non responsive. There was only one responsive bidder for Beautician Services but the pricing offered was determined to exceed budget and we will rebid those services. Leron Bernett, Goodfellas Barber Shop, and Eddie Snell are the lowest and most responsive and responsible bidders for Barber Services.

BUDGETARY IMPACT:

Fund 111, Detention/Jail Commissary Fund, Cost Center 290406, Object Code 53401

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Senior Assistant County Attorney, Kristin D. Hual

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Stand Alone Contracts and Purchase Order.

Attachments

Bid Tabulation

Agrmt Barber Services Burnett

Agmt for Barber Svcs Snell

Public Notice of Recommended Award

Bid Tabulation	Solicitation Number: PD 17-18.075 Solicitation Name: Barber and Beautician Services for Escambia County Jail

Bid Opening Time: 2:00 p.m. Bid Opening Date: 8/10/2018 Bid Opening Location: Rm 11.108 Name of Bidder(s)	Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Licensed Barber/Beautician	Barber Services	Beautician Services
Eddie Snell	X	N/A	X	X	X	X	X	X	$9.00	N/A
Goodfellas Barber Shop	X	N/A	X	X	X	X	X	X	$9.00	N/A
Laytonya Carter (Ay' Notyal)	X	N/A	X	X	X	X	X		$12.50	$17.50
Skin Blendz Cut & Style	X	N/A	X	X	X		X	X	$23.50	$23.50

Bids Opened By:	Ramona Williams, Purchasing Specialist	**Date:**	8/10/2018	**Status:**	
Bids Tabulated By:	Ramona Williams, Purchasing Specialist	**Date:**	8/10/2018	UNDER REVIEW	
Bids Witnessed By:	Karissa Dykes, Office Assistant	**Date:**	8/10/2018	**CAR Date:** 8/24/2018	**BOCC Date:** 9/6/2018

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Under Review

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Posted: **8/13/18 11:32 AM** **Form Completed By:** **KAD**

AGREEMENT RELATING TO BARBER SERVICES (PD 17-18.075)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Leron D. Burnett d/b/a Goodfellas Barbershop, a sole proprietorship doing business under a registered fictitious name, FEI/EIN 46-3948512, whose principal address is 4568 Independence Avenue, Pensacola, FL 32505, and whose business address is 120 Chiefs Way, Suite 4, Pensacola, FL 32507 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Escambia County, Florida, by and through its Department of Corrections (hereinafter referred to as the "County") oversees the operations of the Escambia County Jail facilities and provides for the health and safety of the County's inmate population; and

WHEREAS, on July 9, 2018, the County issued an Invitation to Bidders (PD 17-18.075) seeking a contractor to provide barber services for the County's inmate population; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such service as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement will commence upon the date last executed and continue for an initial term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for up to two (2) additional one year terms. The total duration of this Agreement, including the exercise of all options to renew and extend, will not exceed the duration of five (5) years.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bidders, Barber and Beautician Services for Escambia County Jail, Specification No. P.D. 17-18.075*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

4. Equipment. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide any such equipment and support staff as may be required for the performance of this Agreement.

5. Compensation. County shall pay Contractor at a rate of $9.00 per haircut and $9.00 per shaving service. Only one service will be compensated per inmate during a 24-hour period. In the event an audit indicates Contractor has not honored the quoted prices, Contractor will be liable for any and all overage charges. The volume of services required each month may fluctuate, and no minimum amount will be guaranteed during the term of this Agreement.

6. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of goods/services received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for supplies provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit.

8. Indemnification. The Contractor agrees to hold harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages or economic loss, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000

policy limit for disease.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice will be made to each party as follows:

To: Leron D. Burnett 4568 Independence Avenue Pensacola, FL 32505	To: Escambia County Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, will be deemed to be receipt of the notice sent. Any party will have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue will be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance

with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement. Contractor shall at all times maintain appropriate licensing credentials in accordance with Chapter 476, Florida Statutes, while performing services pursuant to this Agreement.

15. Assignment. This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

16. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

17. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

18. Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural includes the singular. References to statutes or regulations will include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons will include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

(b) This Agreement will not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement will be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

20. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: _____

Witness: _____

BCC Approved: _____

CONTRACTOR:

By: _____
Leron D. Burnett

Witness: _____

Date: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/22/18

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

BARBER AND BEAUTICIAN SERVICES FOR THE ESCAMBIA COUNTY JAIL
SPECIFICATION NUMBER PD 17-18.075

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, August 10, 2018
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **3:00 PM CDT, July 24, 2018**

Board of County Commissioners
Douglas Underhill, Chairman
Jeff Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson, IV

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Ramona Williams, C.P.M., CAPM
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4982
E-Mail: rdwilliams@myescambia.com

SPECIAL ACCOMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the County shall affix his signature hereto, and this shall then constitute a written Agreement between parties. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submits a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.075, "Barber and Beautician Services for the Escambia County Jail", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work Summary

A. INTENT

The intent of this invitation to bid (ITB) is to seek services from qualified and experienced Bidders to provide barber and beautician services to the inmate population of the Escambia County Jail.

The County intends to award a three-year contract with option to renew for 2 consecutive 1-year periods to the bidders selected as most capable of meeting the County's requirement in the most cost effective manner. It is the County's intent to have this solicitation be a multiple award agreement.

B. BACKGROUND

The Escambia County Correction's Department is responsible for the care, custody and control of the population housed within its facilities. The average daily population for the facilities requesting service via this ITB is approximate and fluctuates between 1,400 and 1,600 offenders. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the Escambia County Jail houses offenders at the following locations:

Name of Facility	Location of Facility	Average Daily Population of "Jail" Offenders (FY2017)
Escambia County Main Jail	2935 North L Street Pensacola, Florida 32501	907
Escambia County Work Release Facility	1211 West Fairfield Drive Pensacola, Florida 32501	241
Escambia County Road Prison	601 County Road 297A Cantonment, Florida 32533	60
Walton County Jail	796 Triple G Road, DeFuniak Springs, Florida 32433	263

Upon Completion of the New Jail Facility (expected completion is April 2020) the Escambia County Jail will house all offenders within the confines of the Main Jail Complex and potentially the Escambia County Work Release Facility.

Historically, the barbers and beauticians have been utilized to provide haircuts and shaving services to the inmates of the Escambia County Jail. Due to exercising the final term of the current agreements, the Escambia County Jail is seeking the aforementioned services utilizing the County's formal procurement guidelines.

C. VENDOR QUALIFICATIONS

Bidders must be able to safely and securely provide specified services to meet the needs of inmates at the facilities housing Escambia County Jail offenders (excluding Walton County).

Bidder's minimum qualification criteria include the following:

1. Due to the complex nature and security concerns of correctional facilities, bidders must have at least 1 years of experience providing services to city, county or state correctional facilities or other at risk populations.
2. Barbers and/or beauticians will be responsible for performing services for various ethnicities and should be able to skillfully do so.
3. Barbers and/or beauticians must submit to and pass the background check as required of all Escambia County Jail employees and volunteers. If bidder is selected, they will be required to submit to background screening before moving forward.
4. Barbers and/or beauticians must be licensed by the State of Florida as required.

D. SPECIFICATIONS

Required Services

The barbers and/or beauticians shall be responsible for those items outlined below. It is estimated that the barbers will collectively need to perform 680 services (haircut or shave) per month. It is estimated that the beauticians will collectively need to perform 75 services (haircuts) per month.

1. Provide haircuts and/or shaves (only one service will be provided to an inmate on any given day) for the inmate population on a regular basis.
2. Maintain a regular schedule as appropriate to handle the volume of services

needed. Schedule will be coordinated with the facility and will fall between Monday-Saturday, 8:00am to 5:00pm).

3. Provide supplies necessary to accomplish required services, although the County will provide a barber chair and portable cart.
4. Barber and/or beautician will be required to perform services on the housing unit floors with minimal supervision from a corrections officer.
5. Barber and/or beautician will be required to move through the facility in the process of providing services with little supervision.
6. Barber and/or beautician must submit a monthly invoice and work log (listing dates worked, facility where services were performed, and total number of services rendered with the corresponding inmates) within 5 working days of the following month.
7. It should be noted that the number of required monthly services may fluctuate as it is the intent of the Escambia County Jail to utilize qualified inmate workers to perform the requested services when possible.

E. RATE PER SERVICE

Submitted rate should be inclusive of requested services. Barber and/or beautician will be reimbursed monthly on a per service basis.

Required License

A current State of Florida Barber license or State of Florida Cosmetology license is required.

3. Procurement Questions

Questions may be directed to Ramona Williams, Purchasing Specialist, at rdwilliams@myescambia.com. Last day for questions will be August 1, 2018, at 4:00 PM CDT. It is requested that all questions be submitted via email.

4. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Bidder's Checklist included in this Solicitation provides instructions to the Bidder on the documentation to be submitted during the procurement process.

5. Pre-Solicitation Conference

A Non-Mandatory Pre-Solicitation Conference will be held at 213 Palafox Place, Pensacola, Florida 32502 in the Office of Purchasing Conference Room 11.407, on July 27, 2018 at 3:00p.m. CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

6. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

7. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Insurance Requirements

10. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract

documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

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

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. <u>Workers Compensation Coverage</u>

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

Exemptions from Florida Workers Compensation Laws and acceptable documentation:

(1) If the vendor is exempt from statutory Workers Compensation, a certificate of election to be exempt from Florida WC Law properly issued by the State of Florida Department of Financial Services, Division of Workers Compensation may be accepted by the County Risk Manager in lieu of a certificate of Insurance documenting Worker's Compensation coverage.

(2) If the Vendor is a Sole Proprietor without employees and not able to obtain Workers Compensation coverage, a notarized affidavit stating this exemption

may be submitted and accepted by the County in lieu of a Certificate of Insurance documenting Workers Compensation coverage.

C. **General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability policy of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

The General Liability Policy shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

E. **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

F. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Ramona Williams, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing
Manager
Office of Purchasing

August 6, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER #1:

Re: Barber and Beautician Services for Escambia County Jail
Specification Number: PD 17-18.075

All:

We recently sent you an Invitation to Bid on the above-mentioned specification.

This Addendum #1 provides for:

Answers to questions received prior to the August 1, 2018 deadline for questions. See Attachment A.

This Addendum Number #1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Ramona Williams
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

RDW

Attachment A

Questions regarding PD17-18.075 Barber and Beautician Services for Escambia County Jail

Since the contract will be awarded to multiple vendors, is there a minimum number of cuts each awardee can be guaranteed to receive per month?

There is no guarantee of the number of cuts any vendor may receive per month. This service is as needed. If multiple vendors are awarded, the distribution of cuts would be as equitably shared as possible taking into account vendor availability.

Regarding the beautician service, do you anticipate the two beautician minimum to increase on this contract and if so, how many beauticians will be required?

At this time, there is no projection for the number of beauticians to increase.

Regarding the barber service, do you anticipate the one barber minimum to increase on this contract and if so, how many barbers will be required?

At this time, there is no projection for the number of barbers to increase.

Will the COR compare or weigh cost differently from independent contractor vs a business owner who may have additional business expenses included in offer such as insurance etc.

As per the terms of the Invitation to Bid, the award will be based strictly on the cost per cut.

To which Escambia County Correctional Facilities will the vendor be providing service?

Just these two facilities

2935 North L Street Pensacola
1211 West Fairfield Drive Pensacola

Can you provide the number of barbers and beauticians currently providing hair cut/shaving services?

We currently have 1 barber and 2 beauticians.

How many days per week and hours per day are barber and beautician hair/cut shaving services being provided at each facility location currently?

The vendors have access to the facility during the days/times specified in the solicitation and since they bill on a per service basis we don't keep track of their hours.

Can you provide the current rate (price) charged for barber hair cut/shave and beautician hair cut services?

The barber is currently charging $5/service and the beauticians are currently charging $10/service.

Are you able to provide the names of current barbers and beauticians providing haircut/shave services with approved background checks for potential employment on future contract?

Currently, the three vendors are providing services as Independent Contractors.

What is the anticipated start date to provide haircut/shaving services once contract is awarded?

We are trying to achieve a start date of 10/01/2018.

AGREEMENT RELATING TO BARBER SERVICES (PD 17-18.075)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Eddie L. Snell, a sole proprietorship, whose principal address is 824 Amberwood Drive, Pensacola, FL 32506 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Escambia County, Florida, by and through its Department of Corrections (hereinafter referred to as the "County") oversees the operations of the Escambia County Jail facilities and provides for the health and safety of the County's inmate population; and

WHEREAS, on July 9, 2018, the County issued an Invitation to Bidders (PD 17-18.075) seeking a contractor to provide barber services for the County's inmate population; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such service as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and continue for an initial term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for up to two (2) additional one year terms. The total duration of this agreement, including the exercise of all options to renew and extend, shall not exceed the duration of five (5) years.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bidders, Barber and Beautician Services for Escambia County Jail, Specification No. P.D. 17-18.075*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

4. Equipment. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide any such equipment and support staff as may be required for the performance of this Agreement.

5. Compensation. County shall pay Contractor at a rate of $9.00 per haircut and $9.00 per shaving service. Only one service will be compensated per inmate during a 24-hour period. In the event an audit indicates Contractor has not honored the quoted prices, Contractor will be liable for any and all overage charges. The volume of services required each month may fluctuate, and no minimum amount will be guaranteed during the term of this Agreement.

6. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of goods/services received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for supplies provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit.

8. Indemnification. The Contractor agrees to hold harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages or economic loss, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice will be made to each party as follows:

To: Eddie L. Snell 824 Amberwood Drive Pensacola, FL 32506	To: Escambia County Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, will be deemed to be receipt of the notice sent. Any party will have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue will be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State.

In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement. Contractor shall at all times maintain appropriate licensing credentials in accordance with Chapter 476, Florida Statutes, while performing services pursuant to this Agreement.

15. Assignment. This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

16. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

17. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

18. Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural includes the singular. References to statutes or regulations will include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons will include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the either party discovers any material discrepancy, deficiency, ambiguity, error,

or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

(b) This Agreement will not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement will be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

20. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: _____

Witness: _____

BCC Approved: _____

CONTRACTOR:

By: _____
Eddie L. Snell

Witness: _____

Date: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/27/18

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

BARBER AND BEAUTICIAN SERVICES FOR THE ESCAMBIA COUNTY JAIL
SPECIFICATION NUMBER PD 17-18.075

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, August 10, 2018
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **3:00 PM CDT, July 24, 2018**

Board of County Commissioners
Douglas Underhill, Chairman
Jeff Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson, IV

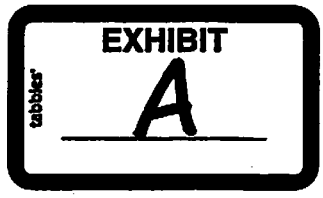
From:
Paul R. Nobles
Purchasing Manager

Assistance:
Ramona Williams, C.P.M., CAPM
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4982
E-Mail: rdwilliams@myescambia.com

SPECIAL ACCOMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.



ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the County shall affix his signature hereto, and this shall then constitute a written Agreement between parties. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose Any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submits a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.075, "Barber and Beautician Services for the Escambia County Jail", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work Summary

A. INTENT

The intent of this invitation to bid (ITB) is to seek services from qualified and experienced Bidders to provide barber and beautician services to the inmate population of the Escambia County Jail.

The County intends to award a three-year contract with option to renew for 2 consecutive 1-year periods to the bidders selected as most capable of meeting the County's requirement in the most cost effective manner. It is the County's intent to have this solicitation be a multiple award agreement.

B. BACKGROUND

The Escambia County Correction's Department is responsible for the care, custody and control of the population housed within its facilities. The average daily population for the facilities requesting service via this ITB is approximate and fluctuates between 1,400 and 1,600 offenders. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the Escambia County Jail houses offenders at the following locations:

Name of Facility	Location of Facility	Average Daily Population of "Jail" Offenders (FY2017)
Escambia County Main Jail	2935 North L Street Pensacola, Florida 32501	907
Escambia County Work Release Facility	1211 West Fairfield Drive Pensacola, Florida 32501	241
Escambia County Road Prison	601 County Road 297A Cantonment, Florida 32533	60
Walton County Jail	796 Triple G Road, DeFuniak Springs, Florida 32433	263

Upon Completion of the New Jail Facility (expected completion is April 2020) the Escambia County Jail will house all offenders within the confines of the Main Jail Complex and potentially the Escambia County Work Release Facility.

Historically, the barbers and beauticians have been utilized to provide haircuts and shaving services to the inmates of the Escambia County Jail. Due to exercising the final term of the current agreements, the Escambia County Jail is seeking the aforementioned services utilizing the County's formal procurement guidelines.

C. VENDOR QUALIFICATIONS

Bidders must be able to safely and securely provide specified services to meet the needs of inmates at the facilities housing Escambia County Jail offenders (excluding Walton County).

Bidder's minimum qualification criteria include the following:

1. Due to the complex nature and security concerns of correctional facilities, bidders must have at least 1 years of experience providing services to city, county or state correctional facilities or other at risk populations.
2. Barbers and/or beauticians will be responsible for performing services for various ethnicities and should be able to skillfully do so.
3. Barbers and/or beauticians must submit to and pass the background check as required of all Escambia County Jail employees and volunteers. If bidder is selected, they will be required to submit to background screening before moving forward.
4. Barbers and/or beauticians must be licensed by the State of Florida as required.

D. SPECIFICATIONS

Required Services

The barbers and/or beauticians shall be responsible for those items outlined below. It is estimated that the barbers will collectively need to perform 680 services (haircut or shave) per month. It is estimated that the beauticians will collectively need to perform 75 services (haircuts) per month.

1. Provide haircuts and/or shaves (only one service will be provided to an inmate on any given day) for the inmate population on a regular basis.
2. Maintain a regular schedule as appropriate to handle the volume of services

needed. Schedule will be coordinated with the facility and will fall between Monday-Saturday, 8:00am to 5:00pm).

3. Provide supplies necessary to accomplish required services, although the County will provide a barber chair and portable cart.
4. Barber and/or beautician will be required to perform services on the housing unit floors with minimal supervision from a corrections officer.
5. Barber and/or beautician will be required to move through the facility in the process of providing services with little supervision.
6. Barber and/or beautician must submit a monthly invoice and work log (listing dates worked, facility where services were performed, and total number of services rendered with the corresponding inmates) within 5 working days of the following month.
7. It should be noted that the number of required monthly services may fluctuate as it is the intent of the Escambia County Jail to utilize qualified inmate workers to perform the requested services when possible.

E. RATE PER SERVICE

Submitted rate should be inclusive of requested services. Barber and/or beautician will be reimbursed monthly on a per service basis.

Required License

A current State of Florida Barber license or State of Florida Cosmetology license is required.

3. Procurement Questions

Questions may be directed to Ramona Williams, Purchasing Specialist, at rdwilliams@myescambia.com. Last day for questions will be August 1, 2018, at 4:00 PM CDT. It is requested that all questions be submitted via email.

4. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Bidder's Checklist included in this Solicitation provides instructions to the Bidder on the documentation to be submitted during the procurement process.

5. Pre-Solicitation Conference

A Non-Mandatory Pre-Solicitation Conference will be held at 213 Palafox Place, Pensacola, Florida 32502 in the Office of Purchasing Conference Room 11.407, on July 27, 2018 at 3:00p.m. CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

6. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

7. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Insurance Requirements

10. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract

documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

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

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. **Workers Compensation Coverage**

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

Exemptions from Florida Workers Compensation Laws and acceptable documentation:

(1) If the vendor is exempt from statutory Workers Compensation, a certificate of election to be exempt from Florida WC Law properly issued by the State of Florida Department of Financial Services, Division of Workers Compensation may be accepted by the County Risk Manager in lieu of a certificate of Insurance documenting Worker's Compensation coverage.

(2) If the Vendor is a Sole Proprietor without employees and not able to obtain Workers Compensation coverage, a notarized affidavit stating this exemption

may be submitted and accepted by the County in lieu of a Certificate of Insurance documenting Workers Compensation coverage.

C. **General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability policy of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

The General Liability Policy shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

E. **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

F. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Ramona Williams, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing
Manager
Office of Purchasing

August 6, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER #1:

Re: Barber and Beautician Services for Escambia County Jail
Specification Number: PD 17-18.075

All:

We recently sent you an Invitation to Bid on the above-mentioned specification.

This Addendum #1 provides for:

Answers to questions received prior to the August 1, 2018 deadline for questions. See Attachment A.

This Addendum Number #1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Ramona Williams
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

RDW

213 South Palafox Place, 2nd Floor • Pensacola, Florida 32502
P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

Attachment A
Questions regarding PD17-18.075 Barber and Beautician Services for Escambia County Jail

Since the contract will be awarded to multiple vendors, is there a minimum number of cuts each awardee can be guaranteed to receive per month?

There is no guarantee of the number of cuts any vendor may receive per month. This service is as needed. If multiple vendors are awarded, the distribution of cuts would be as equitably shared as possible taking into account vendor availability.

Regarding the beautician service, do you anticipate the two beautician minimum to increase on this contract and if so, how many beauticians will be required?

At this time, there is no projection for the number of beauticians to increase.

Regarding the barber service, do you anticipate the one barber minimum to increase on this contract and if so, how many barbers will be required?

At this time, there is no projection for the number of barbers to increase.

Will the COR compare or weigh cost differently from independent contractor vs a business owner who may have additional business expenses included in offer such as insurance etc.

As per the terms of the Invitation to Bid, the award will be based strictly on the cost per cut.

To which Escambia County Correctional Facilities will the vendor be providing service?

Just these two facilities

2935 North L Street Pensacola
1211 West Fairfield Drive Pensacola

Can you provide the number of barbers and beauticians currently providing hair cut/shaving services?

We currently have 1 barber and 2 beauticians.

How many days per week and hours per day are barber and beautician hair/cut shaving services being provided at each facility location currently?

The vendors have access to the facility during the days/times specified in the solicitation and since they bill on a per service basis we don't keep track of their hours.

Can you provide the current rate (price) charged for barber hair cut/shave and beautician hair cut services?

The barber is currently charging $5/service and the beauticians are currently charging $10/service.

Are you able to provide the names of current barbers and beauticians providing haircut/shave services with approved background checks for potential employment on future contract?

Currently, the three vendors are providing services as Independent Contractors.

What is the anticipated start date to provide haircut/shaving services once contract is awarded?

We are trying to achieve a start date of 10/01/2018.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14723 **County Administrator's Report 10. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018

Issue: Contract Award for Design Services for Ashcraft Road Dirt Road Paving and Drainage
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Contract Award for Design Services for Ashcraft Road Dirt Road Paving and Drainage - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign an Agreement between Escambia County and Municipal Engineering Services, Inc., per the terms and conditions of PD 17-18.071, Design Services for Ashcraft Road Dirt Road Paving and Drainage in the amount of $99,520.

[Funding: Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project Number 18EN0245 $50,000, Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project #18EN0275 $49,520.]

BACKGROUND:

The Engineering Division of Escambia County Public Works requests roadway and drainage system construction plans be developed for Ashcraft Road Dirt Road Paving (DRP) in Century, Florida. A&E services shall provide any updated surveying services, right of way acquisition mapping, legals and sketches for proposed acquisitions, construction plans, permitting, public involvement, bid documents, bidding assistance, and limited project construction oversight for Ashcraft Road DRP.

It is the intent of the County to construct a minimal 22-foot wide asphalt roadway and drainage improvement system within the proposed ROW - once acquisition has been completed. The length of the project is 6,551 LF or 1.24 miles.

The legal advertisement for "Request for Letters of Interest" was advertised in the Pensacola News Journal on June 25, 2018. Responses were received from three

firms on July 10, 2018. Municipal Engineering Services, Inc, Sigma Consulting Group, Inc., and Smith Seckman Reid, Inc. The firms were ranked as follows on July 16, 2018: #1 Municipal Engineering Services, Inc., #2 Sigma Consulting Group, Inc., #3 Smith Seckman Reid, Inc. Negotiations were held on August 15, 2018 and August 21,2018.

BUDGETARY IMPACT:

Funding: Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project Number 18EN0245 $50,000, Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project #18EN0275 $49,520.

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Agreement with Exhibits

Committee Evaluation Form

STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
ESCAMBIA COUNTY

AND

MUNICIPAL ENGINEERING SERVICES, INC

PD17-18.071
Design Services for Ashcraft Road Dirt Road Paving and Drainage

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this ___th day of _____, 201_, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Municipal Engineering Services, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 8574 Turkey Bluff Road, Navarre, FL 32533, and whose Federal tax identification number is 47-1219942 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: Municipal Engineering Services, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean (Name), (Title), (Department). In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD17-18.071 Design Services for Ashcraft Road Dirt Road Paving and Drainage.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 18-19 in the amount of Ninety-Nine Thousand, five hundred twenty dollars ($99,520.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 17-18.071, Design Services for Ashcraft Road Dirt Road Paving and Drainage, and as represented in the Consultant's Letter of Interest response to PD 17-18.071, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $ 800,000.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Basic Services Eighty Thousand dollars ($80,000.00), Optional Services in the amount of Nineteen Thousand, Five Hundred and Twenty Dollars ($19,520.00) for a Total of Ninety-Nine Thousand, Five Hundred and Twenty Dollars ($99,520.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata

basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

Municipal Engineering Services, Inc.
8574 Turkey Bluff Road
Navarre, FL 32533

(d) Invoices to the County shall be sent to:

Cooper Saunder
Engineering Project Coordinator
Public Works/Engineering
3363 West Park Place
Pensacola, FL 32505

Notices to the County shall be sent to:

Jack R. Brown
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more

efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or

corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Joe Pillitary, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing,

the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and _____, signing by and through its President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

_____
Witness

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:
Municipal Engineering Services, Inc., a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
William V. Phillips, II, Vice President

By: _____
Secretary

Date: _____

Exhibit A

MUNICIPAL ENGINEERING SERVICES INC

EXCELLENCE IN ENGINEERING SERVICE

August 16, 2018

VIA E-MAIL rdwilliams@myescambia.com
Originals to Follow

Ms. Ramona Williams, C.P.M., CAPM
Purchasing Specialist
Board of County Commissioners Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place 2nd. Floor
Pensacola, FL 32502

RE: Design Services for Ashcraft Road Dirt Road Paving and Drainage – PD 17-18.071
Civil Engineering and Surveying Services Scope of Work

Dear Ms. Williams:

We are pleased to provide you with the scope of work for Civil Engineering and Surveying Services associated with the design of the paving and drainage improvements to Ashcraft Road between CR 99 and Bratt Road. Our understanding of this project is based on the scope in the Request for Letters of Interest dated June 25, 2018. The project will consist of paving an existing dirt road into a 22-foot-wide asphalt road and the associated drainage improvements. The project will extend along the full length of Ashcraft Road (approximately 6,550 LF) between CR 99 and Bratt Road. Proposed drainage improvements will include drainage swales, side and cross drains, curbing and flumes as required.

It is our understanding that no additional right-of-way will be acquired. To that end, the proposed roadway and drainage improvements will be designed to be constructed within the existing deeded or prescriptive right-of-way.

The County GIS map indicates that there are some locations along the road where right-of-way is minimal or possibly non-existent. Additionally, some drainage easements may be required for cross-drain outfall improvements. If additional right-of-way/easements are required, we will assist the County with the preparation of the necessary description drawings as an Optional Service.

We propose to complete the following Basic Scope of Services:

TASK 1 – PRELIMINARY DESIGN

1. Project coordination to include meetings and correspondence with client and affected utilities.
2. Gather pertinent background data for the project area relative to drainage, right-of-way, existing utilities, etc.
3. Right-of-way and topographic survey. Survey will include topo location of all above-ground improvements, property corners, wetland flags, trees, marked utilities, etc. within a 66' corridor of the perceived dirt road centerline.
4. Jurisdictional flagging for any jurisdictional areas located within or immediately adjacent to the existing project right-of-way.

5. Utility coordination to include forwarding design ticket information to affected utilities and coordinating the field location of their facilities.
6. Field check of completed survey.

TASK 2 – 60% PLAN DEVELOPMENT

1. Project coordination to include meetings and correspondence with client and affected utilities.
2. Evaluate existing right-of-way, existing dirt road location and utility conflicts to lay out the preliminary roadway route. This task will include a site visit to investigate potential problem areas.
3. Evaluate the need for drainage outfall improvements.
4. Drainage basin delineation/study.
5. Geotechnical Engineering.
6. Utility Coordination to include follow-up with utility companies and confirm utility locations on the survey.
7. Provide plan and profile views, details, cross-sections, etc. as applicable.
8. Prepare drainage calculations and design stormwater conveyance system.
9. Prepare for and attend one (1) Public Meeting with Ashcraft Road residents.
10. Prepare 60% construction plan submittal for County and Utility review.
11. Generate construction cost estimate to coincide with 60% plans. Estimate will be generated from the County's current Pricing Agreement.
12. Plan-in-hand site walkthrough with client and utility companies.
13. Generate Utility Conflict Matrix.

TASK 3 – 100% (FINAL) CONSTRUCTION PLANS AND CONTRACT DOCUMENTS

1. Project coordination to include meetings and correspondence with client and affected utilities.
2. Address County 60% comments.
3. Finalize construction cost estimate.
4. Complete an internal (Municipal) QA/QC plan review.
5. Resolve any outstanding utility conflicts and provide final construction plans to utility companies.
6. Finalize construction cost estimate based on County's current Pricing Agreement.
7. Progress construction plans to 100% completion level.

TASK 4 – BIDDING/CONTRACT SOLICITATION

1. Project coordination to include meetings and correspondence with client related to bidding.
2. Address any final comments from County and affected utilities.
3. Prepare Bid Schedule and Bid Package for County Purchasing.
4. Prepare for and attend Pre-Bid Mtg.
5. Respond to Bidder questions during Bid process and assist County with Addenda preparation as required.
6. Prepare for and attend Bid Opening.
7. Review bids, prepare tabulation, and make Recommendation for Award.

TASK 5 – LIMITED CA/CM

1. Prepare for and attend Pre-Construction Conference.
2. Respond to contractor Requests for Additional Information during construction.
3. Review shop drawing submittals.
4. Perform site visits during construction to observe construction status and address Contractor concerns. Anticipate three visits during construction. Visits will be timed to coincide with RAI's, testing, or other construction milestones.
5. Review Contractor proposed Change Order requests and recommend action to the Client.
6. Perform a Substantial completion inspection and final punch list.
7. Prepare Certified as-built record drawings from provided Contractor redlines.

We will provide the following optional services as may be required by this project:

OPTIONAL SERVICES:

1. Jurisdictional permitting efforts if required and associated fees.
2. Stormwater permitting efforts if required and associated fees.
3. Easement/right-of-way preparation, donation negotiations, surveying, etc.
4. Subsurface Utility Engineering (SUE) work.
5. Other civil related issues as required.

We appreciate the opportunity and look forward to working with you on this project. If you have any questions, or if you require any additional information, please do not hesitate to call.

Sincerely,

Municipal Engineering Services, Inc.

Dale E. Long, P.E., LEED AP
Senior Project Engineer

/DEL

Attachments

Exhibit B

ASHCRAFT DIRT ROAD PAVING AND DRAINAGE

SCHEDULE FOR COMPLETION

July 24, 2018

Task	Start Date	Completion Date	Time to Complete
Notice to Proceed	Monday, September 10, 2018	Monday, September 10, 2018	0
Data Collection/Project Coordination/Survey	Monday, September 10, 2018	Monday, November 05, 2018	56
30% Design Submittal to County	**Monday, November 05, 2018**	**Monday, November 05, 2018**	0
County Review	Monday, November 05, 2018	Monday, November 12, 2018	7
Address County 30% Comments/Dev. 60% Plans	Monday, November 12, 2018	Monday, December 31, 2018	49
60% Design Submittal to County	**Monday, December 31, 2018**	**Monday, December 31, 2018**	0
County Review	Monday, December 31, 2018	Monday, January 14, 2019	14
Public Meeting	Monday, January 14, 2019	Monday, January 14, 2019	0
Address County 60% & Resident Comments/Dev. Final Plans	Monday, January 14, 2019	Friday, March 15, 2019	60
100% (Final) Design Submittal to County	**Friday, March 15, 2019**	**Friday, March 15, 2019**	0
County Review	Friday, March 15, 2019	Friday, March 29, 2019	14
Address County 100% Comments/Finalize Bid Documents	Friday, March 29, 2019	Monday, April 15, 2019	17
		TOTAL PROJECT DESIGN TIME =	**217**
Bidding	Monday, April 15, 2019	Thursday, May 16, 2019	31
Bid Tabulation/Recommendation of Award	**Thursday, May 16, 2019**	**Monday, May 20, 2019**	4
Receive and Execute Construction Contracts	Monday, May 20, 2019	Monday, July 08, 2019	49
Pre-Construction Conference	Monday, July 08, 2019	Monday, July 08, 2019	0
Construction	Monday, May 20, 2019	Monday, November 18, 2019	182
Project Closeout	**Monday, November 18, 2019**	**Thursday, December 19, 2019**	31
		TOTAL PROJECT CONSTRUCTION TIME =	**248**

TOTAL PROJECT TIME = 465
(APPROXIMATELY 1 YEAR AND 3 MONTHS)

Exhibit C

Ashcraft Road Dirt Road Paving and Drainage (PD 17-18.071)
For Escambia County
REVISED August 21, 2018
Civil Engineering and Surveying for the Paving and Associated Drainage Improvements of Ashcraft Road Between CR 99 and Bratt Road

DESCRIPTION	PM $120	Sr. PE $110	CADD $70	CLERICAL $40	FEE
BASIC SERVICES					
TASK 1 - PRELIMINARY DESIGN					
Project Coordination Meetings With Client	2	8	2	2	$1,340.00
Background Data Collection from County, Utility Companies, Etc.		6	2	2	$880.00
Coordination with Sub-Consultants		6	2	1	$840.00
Right-of-Way and Topographic Survey (RBA)					$18,540.00
Jurisdictional Flagging (Biome)					$1,250.00
Coordination Meetings with Utility Companies		4	2	2	$660.00
Site visit/Field Check survey		4	10		$1,140.00
TASK 1 TOTALS =	2	28	18	7	$24,650.00
TASK 2 - 60% PLAN DEVELOPMENT					
Project Coordination Meetings With Client	1	6	2	2	$1,000.00
Evaluate Existing Right-of-Way and Preliminary Roadway Layout	2	25	20		$4,390.00
Drainage Basin Delineation and Study	2	20	4		$2,720.00
Evaluate Outfalls and Need for Easements	1	10	4		$1,500.00
Generate Plan and Profile Sheets	2	10	30		$3,440.00
Generate Cross-Sections	2	16	20		$3,400.00
Evaluate Roadway Horizontal and Vertical Curvature	1	15	4		$2,050.00
Design Drainage Improvements and Outfalls	2	16	20		$3,400.00
Design Driveway Connections		12	24		$3,000.00
Progress 60% Design Phase Plans	1	10	20		$2,620.00
Send 60% Plans to Utility Companies		2	1	1	$330.00
Prepare Cost Estimate (From EC Pricing Agreement)		8	4		$1,160.00
Prepare for and Attend One (1) Public Meeting	3	8	4	2	$1,600.00
Generate Utility Conflict Matrix		4	2	1	$620.00
Submit 60% plans to Escambia County		2	2	1	$400.00
Plans-in-hand Site Meeting		8	2	1	$1,060.00
TASK 2 TOTALS =	17	172	163	8	$32,690.00

TASK 3 - FINAL (100%) CONSTRUCTION PLAN DEVELOPMENT					
Project Coordination Meetings With Client	1	4		1	$600.00
Incorporate 60% Comments	2	8	16		$2,240.00
Incorporate Public Comments into Plans		6	10		$1,360.00
Progress Plans to 100% Complete	1	10	20		$2,620.00
Send Final Plans to Utility Companies		2	1	1	$330.00
Internal QA/QC	4	8	16		$2,480.00
Prepare Final Cost Estimate (From EC Pricing Agreement)		6	2		$800.00
Submit 100% Final Plans to Escambia County		2	2	1	$400.00
TASK 3 TOTALS =	8	46	67	3	$10,830.00
TASK 4 - BIDDING/CONTRACT SOLICITATION					
Project Coordination Meetings With Client	1	4		1	$600.00
Prepare Bid Document Package for Purchasing		4	1	1	$550.00
Prepare for and Attend Pre-Bid		4			$440.00
Address Bidder Questions and Prepare Addenda	1	4	2	1	$740.00
Prepare For and Attend Bid Opening		4			$440.00
Review Bids and Make a Recommendation to County		3		1	$370.00
TASK 4 TOTALS =	2	23	3	4	$3,140.00
TASK 5 - LIMITED CA/CM					
Prepare for and Attend Pre-Construction Conference		4			$440.00
Respond to Contractor RAI's During Construction	2	10	5	2	$1,770.00
Review Shop Drawings		5	2	2	$770.00
Site Visits to Observe Construction Status (3 Visits)		12			$1,320.00
Review and Coordinate Change Order Proposals from the Contractor	2	6	3	2	$1,190.00
Substantial Completion Inspection and Generate Final Punch List		6		1	$700.00
Provide Certified As-Built Drawings from Contractor Redlines		10	20		$2,500.00
TASK 5 TOTALS =	4	53	30	7	$8,690.00
TOTALS =	33	322	281	29	$80,000.00

BASIC ENGINEERING SERVICES =	**$60,210.00**
SUBCONSULTANT SERVICES =	**$19,790.00**
SURVEYING =	**$18,540.00**
JURISDICTIONAL FLAGGING =	**$1,250.00**
OPTIONAL SERVICES =	**$19,520.00**
GRAND TOTAL =	**$99,520.00**

GovernmentForms.manager™

Electronic Submittal & Selection Process
Escambia County, FL

ID/Sol No.	PD 17-18.071
Name	Design Services for Ashcraft Road Dirt Road Paving and Drainage
Type	Shortlist
Evaluations Due	Monday July 16, 2018

	Municipal Engineering Services, Inc.	Smith Seckman Reid, Inc.	Sigma Consulting Group, Inc.
⊞ Cooper Saunders	92	88	91
⊞ James Duncan	94	93	95
⊞ Thomas Williams	99	88	97
Grand Total	**285**	**269**	**283**
Average Score	**95.0**	**89.7**	**94.3**
Rank	**1**	**3**	**2**

(100% Complete)

Final Results

1 Municipal Engineering Services, Inc.

2 Sigma Consulting Group, Inc.

3 Smith Seckman Reid, Inc.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14693 **County Administrator's Report 10. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018

Issue: Purchase of One 2019 CUES Pipeline Inspection System mounted on a 2019 Ford F-550 Chassis
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Purchase Order for One 2019 CUES Pipeline Inspection System Mounted on a 2019 Ford F-550 Chassis - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding the purchase of one 2019 CUES Pipeline Inspection System mounted on a 2019 Ford F-550 Chassis:

A. Authorize the County to utilize the H-GAC Contract #SC01-18, in accordance with Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board Approval; and

B. Authorize the issuance of a Purchase Order for the purchase of one 2019 CUES Pipeline Inspection System mounted on a 2019 Ford F-550 Chassis for the Engineering/Development Services Department of Escambia County, Florida, to Adams Equipment Co., Inc., in the amount of $284,675, according to the specifications outlined in Specification Number VE 17-18.028.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County web site for thirty days. The original quote was the only bid received.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211101, Object Code 56401, Amount $142,338; Fund 116, Development Review, Cost Center 240302, Object Code 56401, Amount $142,337]

BACKGROUND:

In accordance with Board policy adopted on September 16, 2013, regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contract, Federal Schedules, or other Purchasing Cooperative contracts sanctioned for use by Escambia County, Florida Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specification VE 17-18.028 - 2019 CUES Pipeline Inspection System mounted on a 2019 Ford F-550 Chassis was posted beginning July 13, 2018 for a period of thirty days. The original quote was the only bid received.

This vehicle is used to perform video inspection of stormwater pipes throughout the County.
Justification for a replacement vehicle is as follows:

- The rear box (where the work is performed) on the current vehicle leaks and the outer walls have begun to swell as a result. This exposes critical electronics and equipment to moisture.
- The onboard inspection equipment and electrical support system is approximately 18 years old and is not adequate to support modern technology.
- In the last 8 years, the County has spent approximately $26,000.00 on maintenance of the vehicle. That equates to approximately $3,250.00 per year (see attached backup documentation)
- The vehicle currently has 113,322 conversion miles on it (includes engine hours), which is 51% above the threshold for replacement of a vehicle (see attached backup documentation)
- The current vehicle is 2WD, which limits the type of terrain the vehicle can traverse. The new vehicle will be able to traverse into pond and drainage easement areas to camera existing infrastructure.
- The new replacement vehicle will come equipped with an asset management equipment and software called GraniteNet. GraniteNet is a comprehensive condition assessment and mapping software that can be fully integrated into ArcGIS and Lucity. The GraniteNet software will allow the County to locate and map any existing or new stormwater systems within Escambia County as they are being inspected. That information is then uploaded into ArcGIS or Lucity. Once loaded into these programs, County staff can look up a desired street or subdivision and see the location/layout of the stormwater system and review any information or previous video inspections of that system. This software will also allow the County to set up schedules for inspection and replacement/repairs by prioritizing the conditions of each pipe.

This vehicle purchase replaces Property Tag #48625.

BUDGETARY IMPACT:

Funding: Fund 175 Transportation Trust Fund, Cost Center 211101, Object Code 56401, Amount $142,338; Fund 116 Development Review, Cost Center 240302, Object Code 56401, Amount $142,337

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with the recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation with Original Quote
Replacement Justification
Maintenance Record
Truck Photos

The Escambia County (Florida) Engineering Division desires to purchase:

Quantity: One (1) ea.

Base Description: **VE 17-18.028**

Year: 2019

Model: CUES Pipeline Inspection System mounted in a Ford F 550 Chassis

Color: White

Equipment: To be equipped per specifications.

Warranty: Standard vehicle warranty applies.

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Delivery required (from order date):

90-120 days

Maximum Budgeted Purchase Amount:

$284,675.00

Specification Number VE 17-18.028 – Escambia County (Florida) Engineering Division CUES Pipeline Inspection System mounted in a Ford F 550 Chassis

Posting Date	July 13, 2018
Due Date for Offers	August 15, 2018
Depart. Contact	
Fleet Maint.	

VE 17-18.028 – Escambia County (Florida) Engineering Division CUES Pipeline Inspection System mounted in a Ford F 550 Chassis

Offers for the sale of vehicles meeting the specifications for VE 17-18.028 Escambia County (Florida) Engineering Division Vehicle Purchase as listed will be accepted until **5:00 PM CDT on August 15, 2018.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing,
Attention: Emily Weddington, CPPB, Purchasing Coordinator
2nd Floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place,
Pensacola, Florida 32502

Envelope should be clearly marked with the Specification Number VE17-18.028 Escambia County (Florida) Engineering Division Vehicle Purchase and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	SCO1-18	Date Prepared:	7/10/2018

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Escambia County, FL	**Contractor:**	Elxsi dba CUES
Contact Person:		**Prepared By:**	Robin Guthrie
Phone:		**Phone:**	800-327-7791 ext 224
Fax:		**Fax:**	
Email:		**Email:**	

Product Code:	**G017**	**Description:**	**HI-CUBE VAN TV INSPECTION VEHICLE**

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	$154,800.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
CZ300 - OZII camera in lieu of Nite Lite	$3,103.00	MD604/MD603 - wired and wireless controllers	$630.00
MD380-1 Summit System upgrade	$6,313.00	SEE- Safe Entry/Exit bumper	$2,500.00
CC3- Substitute F550 diesel chassis and generator in lieu of gas	$21,373.00	GNETPREM GraniteNet Premium software package	$21,564.00
WB100/WD20 washdown system/workbench in equipment roo	$3,806.00	GN904/GN538 GNET Office module and support plan(2)	$3,200.00
TR795 Hideaway Strobes	$1,334.00	TR1113 - LED arrow Stick (2)	$2,790.00
MD320 Auto payout feature	$3,772.00	SD100 Side Entry door	$899.00
TR1262 Transporter Drawer/Kickplate drawers	$2,663.00	T1940-1 2 Drawers In Kickplate	$1,273.00
GNET ES - ESRI Software and training	$14,490.00	TR286 Portable Air compressor	$1,285.00
GX136B Rear Monitor in wall	$1,530.00	WS350 Steerable Pipe Ranger transporter	$22,229.00
EC1190 Cat 5 connection	$71.00	**Subtotal From Additional Sheet(s):**	22950
TR1249 back up camera for chassis	$1,110.00	**Subtotal B:**	138885

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Integrated Laser measurement/micrometer	$4,960.00		
Under chassis storage cabinets (2)	$4,000.00		
intercom system	$285.00		
Upgrade system For Digital camera/CATVS	$6,285.00		
		Subtotal C:	15530

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	5%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	**X Subtotal of A + B + C:**	309215	=	**Subtotal D:**	309215

E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Delivery	300		
Less Summit system Customer discount	-24840		
		Subtotal E:	-24540

Delivery Date:	**90-120 days**	**F. Total Purchase Price (D+E):**	284675

HGACBuy THE SMART PURCHASING SOLUTION

May 23, 2018

Escambia County, FL
Attention: Nick Chauvin
Engineering Division
3363 West Park Place
Pensacola, FL 32505

RE: CUES TV TRUCK PROPOSAL

Dear Mr. Chauvin,

We are pleased to provide the following proposal for your consideration:

ONE (1) NEW CUES PIPELINE INSPECTION SYSTEM mounted in a Ford F 550 Chassis. The following items are included:

1 FORD F-550 DIESEL CAB CHASSIS 205" WB 4X4 CHASSIS
1 6.7L V8 Diesel Engine
1 6-Speed Automatic Transmission
1 19,500 lb. GVWR
1 205" Wheel Base
1 Cab Air Conditioner
1 AM / FM Radio

1 16' CARGO BOX FOR CAB/CHASSIS
1 LED Light Package Includes Body Clearance and Stop / Tail / Turn
1 Full Width Barn Doors with CAM (Pipe) Locks on Each Door
2 Laminated Steel Lock
1 Kemlite Covering on Inside Rear Doors
1 Back Up Alarm

2 LED TRAFFIC DIRECTOR WITH 30FT CABLE

1 FOUR CORNER STROBES IN HEADLIGHTS AND TAIL LIGHTS

1 FRAME MOUNT SAFETY CONE HOLDER

1 AUTOMATIC REAR AWNING FOR PROTECTION FROM SUN AND RAIN

1 BACK-UP CAMERA SYSTEM [CHASSIS]

1 SAFE ENTRY/EXIT BUMPER
1 Three (3) Steps Evenly Spaced
1 Bottom Step Folds Up for Ground Clearance
1 Safety Grab Handle

1 TRANSPORTER/CAMERA LOCKABLE STORAGE COMPARTMENT WITH NOTCH IN REAR DOOR THRESHOLD OF BODY FOR TV CABLE TO PASS THROUGH TO TRANSPORTER STORAGE DRAWER
1 Lockable Storage Compartment for Camera and Transporter
1 Sliding Drawer
1 Notch in rear door threshold of body for TV cable to pass through to transporter storage Drawer

1 KICKPLATE 2 DRAWER ALUMINUM STORAGE

2 LOCKABLE METAL STORAGE CABINET MOUNTED UNDER CHASSIS

1 TV HIGH CUBE VAN EXTERIOR LIGHTING & CONTROL ROOM - EVOLUTION 3.0 TO INCLUDE:
2 Amber LED Mini Light Bars
2 Adjustable LED Floodlights Rear of Vehicle Area Illumination
Control Room Interior:
1 Lonseal Lonplate Flooring
1 Kemlite Wall & Ceiling Covering
1 Bulkhead Wall With Passage Door From Control Room to Equipment Room
1 Tinted Viewing Window in Bulkhead Wall
1 Tinted Viewing Window in Bulkhead Door
1 Above Desk Control Console with Rack Mount for Electronic Equipment
1 Desktop / Work Area
1 12V High Intensity LED Light Fixture
2 Electrical Outlet with Dual Receptacles
1 Fire Extinguisher with Bracket, 10BC Rating
1 Operators Chair, Swivel With Casters
1 Breaker Box Storage Area with Locking Positive Latch

1 ROOF TOP AIR CONDITIONER, 13,500 BTU WITH HEAT STRIP

1 CURBSIDE DOOR WITH FOLD-DOWN STEPS FOR EVO 3.0

1 CLOSET IN CONTROL ROOM

1 BENCH SEAT IN CONTROL ROOM

1 CUSHION FOR BENCH SEAT

1 TRUCK MOUNTED INTERCOM SYSTEM

1 TV HI-CUBE VAN EQUIPMENT ROOM INTERIOR - EVOLUTION 3.0 TO INCLUDE:
1 Lonseal Lonplate Flooring
1 Kemlite Wall & Ceiling Covering
1 Electrical Outlet with Dual Receptacles
1 12V High Intensity LED Light Fixture
1 15 Minute Courtesy Timer Located at Rear Door Area for 12V LED Interior Lights

1 20-GALLON WASHDOWN SYSTEM TO INCLUDE:
1 20-Gallon Fresh Water Tank
1 Electric Water Pump
1 Retractable Hose Reel with 25' Water Hose and Nozzle

1 UPPER AND LOWER STORAGE CABINET IN EQUIPMENT ROOM
1 Lower Storage Cabinet / Work Top with Sink and Faucet
1 Upper Wall Mounted Storage Cabinet

1 ADDITIONAL LIGHTING AND OUTLET
1 Light Mounted Above Work Top
1 Dual Receptacle Outlet Above Work Top

1 5 DRAWER TOOL CHEST MOUNTED IN BULKHEAD WALL

1 CAT-5 CONNECTION

1 EXTERNAL WI-FI/DATA ANTENNA ON ROOF WIRED TO COMPUTER

1 32" REAR FLAT SCREEN MONITOR MOUNTED IN BULKHEAD WALL
1 Flat Screen Monitor
1 Cable Assembly - Video Monitor to Monitor in Control Room
1 Electrical Outlet

1 7500 WATT QUIET DIESEL ONAN GENERATOR
1 120 Volt 60 HZ 7500 Watt (Minimum) Commercial Grade "Quiet" Generator
1 Diesel Powered
1 Electric Start

1 GENERATOR COMPARTMENT [UNDER CHASSIS MOUNT]
1 Generator Storage Compartment with Lockable External Access Door
1 Commercial Power Supply Receptacle, 25' Cord, and Plug
1 Electrical Supply Center with Circuit Breaker Box
1 Commercial power and Generator Power Connectors
1 Automatic Power Transfer Switch

1 SYSTEM ENGINEERING PANEL, FOR POWER INFORMATION AND GENERATOR FUNCTIONS, RACK MOUNTED, TO INCLUDE:
1 Four Function AC Power Meter displaying Critical Power Information including:
1 Voltage

1 Hertz
1 Amperage
1 Active Power (Watts)
1 Front panel Selector Switch for two modes of operation:
1 Fixed reading
1 Continuous Auto-cycling
1 Generator Battery Meter to Display Starting and Charging Voltage
1 Generator Hour Meter
1 Generator Remote Start/Stop Control Switch
1 On/Off Switch for Emergency Warning beacons (Switch to Illuminate When On)

1 P&T ZOOM M/C LASER CAMERA
1 Solid State Color Sewer TV Camera
1 Pan & Rotate Camera Head, 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom
1 NTSC Color Standard, 4x Light Integration
1 Camera Lighting System with Integrated Laser Measurement System for 6" through 72" lines
1 Video Micrometer to Generate Laser Measurement on Video Screen
1 Camera Transportation and Storage Case

1 VIDEO CALIPER MEASURE UNIT KIT

1 STEERABLE CAMERA TRANSPORTER, WHEELED, v2
1 Steerable Unit Designed to Turn 360 Degrees Within Its Own Radius
1 Two (2) Speed Transmission to Maximize Torque in Large Diameter Pipe
With Manual Shifter on Camera Carrier
1 Unit Shall Have Forward, Free Wheel, and Power Reverse
1 Set of Six (6) Driven Rubber Wheels to Inspect 8" Pipe
1 All Six (6) Wheel Drive Transporter Assembly to Include:
1 Motor & Enclosed Drive Train
1 Tip Up Rear Connector

1 ELECTRIC CAMERA LIFT

1 10" - 15" SPACER KIT FOR SPR/PR, v2

1 10" - 15" RUBBER TIRE KIT, v2

1 12" - 15" PNEUMATIC TIRE KIT, v2

1 18"+ PNEUMATIC TIRE KIT, v2

1 1000' CABLE ASSEMBLY, M/C 12PIN METAL
1 1000' Gold Multi Conductor Kevlar Fiber Armored Combination TV Transmission / Tow Cable
1 .450 Diameter
1 Metal Splice Chamber with Pigtail
1 Cable Strain Relief

1 TV REEL ASSEMBLY, MECHANICAL FOOTAGE FOR SUMMIT .450 CABLE W/AUTO PAYOUT
1 Black Thermoplastic Powder Coated Frame
1 Power Levelwind & Multi Ratio Manual Transmission
1 Automatic Cable Payout System
1 Footage Meter with Local Counter and Remote Counter
1 Transmission Control at Viewing Station
1 Local Reel Mount Electrical and Mechanical Control
1 Sealed Continuous Contact Collector Assembly
1 Removable Drip Pan for Cleaning

2 19" (MINIMUM) FLATSCREEN COLOR INDUSTRIAL TV MONITOR NTSC / PAL COLOR STANDARDS

1 PCU ASSEMBLY [RACK MOUNT]

1 CCU ASSEMBLY [RACK MOUNT]
1 Alpha Numeric Information Display, with Multi Paging and Defect Coding
1 Remote "QWERTY" Keyboard
1 On Screen Footage Display

1 TEST CABLE

1 8.7" MINI KEYBOARD

1 BRACKET, LOGITECH CONTROLLER, K2

1 WIRELESS CONTROLLER
1 Joystick Control for Pan and Tilt Zoom Camera to Include:
1 360 Degree Rotate
1 330 Degree Optical Pan
1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
1 Camera Lift Control for Optional Electronic Camera Lift
1 All Other Controls for Camera to Include:
1 Camera Iris and Focus Override & Zoom
1 Camera Lights & Shutter Control for Light Enhancement
1 Camera Diagnostics & Auto Home
1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

1 WIRED USB CONTROLLER
1 Joystick Control for Pan and Tilt Zoom Camera to Include:
1 360 Degree Rotate
1 330 Degree Optical Pan
1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
1 Camera Lift Control for Optional Electronic Camera Lift
1 All Other Controls for Camera to Include:
1 Camera Iris and Focus Override & Zoom

1 Camera Lights & Shutter Control for Light Enhancement
1 Camera Diagnostics & Auto Home
1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

1 CUSTOMER SUPPLIED DELL LATITUDE 14 RUGGED LAPTOP COMPUTER
1 Docking Station for Dell Latitude 14 Laptop Computer
1 Slide-Out Tray for Dell Latitude 14 Laptop Computer/Docking Station
1 GraniteNet Premium License

1 WIRELESS KEYBOARD AND MOUSE SET

1 HP OFFICEJET COLOR PRINTER

1 GraniteNet PREMIUM SOFTWARE SUPPORT PLAN

1 SOFTWARE, CUES PIPESCORE F/CUES GNET

1 UPS TO INCLUDE THE FOLLOWING:
1 Input 120-Volt / Output 120-Volt
1 Cord Management Straps

1 ESRI INTERFACE MODULE GraniteNet SOFTWARE

1 ARCGIS RUNTIME ENGINE SOFTWARE

1 ESRI IMPORT MODULE GraniteNet SOFTWARE

1 DATA GIS SYSTEMS REMOTE ONLINE IMPLEMENTATION ASSISTANCE GraniteNet

2 GraniteNet OFFICE KIT

2 GraniteNet OFFICE SUPPORT PLAN

5 GraniteNet VIEWER KIT

1 PATENTED MAPPING STICK, WIRELESS GPS WITHOUT SOFTWARE**
1 Modem, RF Package with integrated Rechargeable Battery
1 Wireless GPS Receiver with removeable Rechargeable Battery
1 Pole, 8.5', with Quick Release
1 Case, Watertight
1 Mounting Bracket, Modem Enclosure
*Subject to prior confirmation between Customer IT Resource and Cues Software Development Division.
**U.S. Patent No. 7,889,124

1 110V OUTLET LOCATED NEAR MAPPING STICK MOUNT FOR CHARGING MAPPING STICK

1 GPS COLLECTION MODULE GraniteNet SOFTWARE

1 PORTABLE AIR COMPRESSOR
1 Electric Air Compressor
1 Air Tank

1 RETRACTABLE AIR HOSE REEL WITH 25' AIR HOSE, AND CHUCK

1 MANHOLE TOP ROLLER ASSEMBLY, TV ONLY

1 MANHOLE ADAPTER CLAW HOOK

6 POLE ASSY, RETRIEVAL/DOWNHOLE TL, 58"

1 INVERT ROLLER ASSEMBLY

1 RETRIEVAL HOOK

1 MULTI CONDUCTOR TV ONLY TOOL KIT
1 Milliampmeter Tool
1 Electrical Tape
1 Needle Nose Pliers
1 Six-In-One Screwdriver
1 6" Adjustable Wrench
1 Anti Seize Grease
1 9-Piece Allen Wrench kit
1 Solder Iron Kit
1 Industrial Pliers
1 5/32 T-Handle Hex Wrench
1 Multi Conductor TV Only Operation Manual
1 Parts Catalog
1 Cable Repair Kit DVD
1 TV Only Training DVD

1 DYSON STICK VACUUM MOUNTED

1 DECALS/WORDING ON BOTH SIDES OF CARGO BOX

1 TRAINING, ON-SITE (THREE DAYS) AT DELIVERY

1 TRAINING, ON-SITE (TWO DAYS) WITHIN 1ST YEAR AFTER DELIVERY

1 TRUCK DELIVERY-FLORIDA

TOTAL **$278,390.00**

OPTIONAL ITEMS (NOT INCLUDED IN PRICING ABOVE)

1 UPGRADE TO DUC/CATVS READY **$6,285.00**

If you have any questions or need additional information, please contact me at 800-868-1313 or 404-307-6927.

Sincerely,

Tim Conger
Adams Equipment Co., Inc.
404-307-6927

ESCAMBIA COUNTY PUBLIC WORKS- ENGINEERING VEHICLE/EQUIPMENT REPLACEMENT JUSTIFICATION													
Asset Number	**Description**	**Year**	**Age**	**Miles / Hours**	**Maint Costs**	**Est. Repl. Cost / Acq. Cost**	**Est. Life of Repl.**	**Age Points**	**Mileage Points**	**Repair Points**	**Bonus Points**	**Total Points**	**Replace Yes/No**
48625	Ford E350 Box Truck (Camera Truck)	2000	18	**Vehicle Hours** 3,434 **Conversion factor for actual miles on vehicle (hours x 33 miles)** 113,322 **% of mileage above baseline of 75,000 miles for light/100,000 for heavy** 51.1% **Vehicle Mileage** 47,568	**Maint. Costs x Age** $467,082 **Amount over 2/3 acquisition cost** $393,362 -- **Maintenance Costs** $25,949	**2/3 Acquistion Cost** $73,720 **% in excess of 2/3 acquistion cost** 533.59% **Replacement Cost** $288,000 **Acquistion Cost** $111,697	7yrs	3	3	12	2	20	**Yes, Priority**

Maintenance Record

2000 Ford E-350 Box Truck (Camera Truck)

Asset #48625

Date of Service	Cost
9/16/2010	$263
9/22/2010	$69
9/27/2010	$525
8/4/2011	$213
8/10/2011	$607
8/23/2011	$55
9/26/2011	$674
9/21/2012	$5,876
11/15/2012	$861
11/27/2012	$600
4/4/2013	$365
4/22/2013	$746
1/17/2014	$1,387
8/5/2014	$813
8/7/2014	$316
10/2/2014	$201
12/1/2014	$293
12/15/2014	$948
1/27/2015	$159
12/2/2015	$1,132
1/7/2016	$935
3/3/2016	$500
3/14/2016	$492
6/15/2016	$1,121
6/29/2016	$7
7/14/2016	$1,408
9/8/2016	$2,378
9/28/2016	$7
4/11/2017	$117
8/17/2017	$436
11/17/2017	$1,228
2/1/2018	$679
3/12/2018	$266
3/13/2018	$272
Total	**$25,949**

PUBLIC WORKS
ENGINEERING
48625

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14727 **County Administrator's Report 10. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018
Issue: Purchase of Five Vehicles for Public Safety - Fire Department
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Five Vehicles for Public Safety - Fire Department - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Authorize the County to utilize the Florida Sheriffs Association Contract (FSA17-VEL 25.0), in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board approval for the following vehicles:

1. One 2019 Ford Police Interceptor Utility AWD (model K8A), at a price of $29,569, solicitation VE 17-18.024;

2. Two 2019 Chevrolet Silverado 2500 4wd Crew Cab LWB (model CK25943), at a price of $39,781 each, for a total of $79,562, solicitation VE 17-18.025; and

3. One 2019 Chevrolet Silverado 1500 4wd Double Cab (model CK15753), at a price of $27,589, solicitation VE 17-18.026;

B. Authorize the issuance of a Purchase Order for the four vehicles noted above, for the Public Safety-Fire Department, to Garber Ford, Inc., in the amount of $136,720, according to the specifications outlined in Specification Numbers VE 17-18.024, VE 17-18.025, and VE 17-18.026; and

C. Authorize the issuance of a Purchase Order for one Ram 3500 Tradesman 4x4 Reg Cab 8’ Box (model D28L62) vehicle, for the Public Safety-Fire Department, to Hill-Kelly Dodge Chrysler Jeep, in the amount of $36,917.77, according to the specifications outlined in Specification Number VE 17-18.027.

In an effort to encourage competition for local businesses, and in compliance with Board-adopted policy, these vehicle purchases were advertised on the Escambia County web site for thirty days. One response was received for VE 17-18.027, and no responses were received from local vendors for VE 17-18.024, VE 17-18.025, and VE 17-18.026.

[Funding: Fund 352, Local Option Sales Tax (LOST); Cost Center 330228, Fire Services Cap Project; Object Code 56401, Machinery & Equipment]

BACKGROUND:

In accordance with Board Policy adopted on September 16, 2013 regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contracts, Federal Schedules or other Purchasing Cooperative contracts sanctioned for use by Escambia County, Florida Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 17-18.024, VE 17-18.025, VE 17-18.026, and VE 17-18.027 Public Safety-Fire Department Vehicle Purchase were posted beginning July 12, 2018 for a period of thirty days. A quote was obtained by the Office of Purchasing for the purchases based on specifications on VE 17-18.027. No other quotes were received on this posting. Shown below are the requested 2019 vehicles followed by the justifications for each vehicle. The following vehicles will be added to support two of the three new Battalion Chief positions approved by the Board of County Commissioners on 4/20/2017. Two 2019 Chevy Silverado 2500HD 4WD Crew Cab trucks. The following vehicles will be purchased to replace vehicles that have been totaled out due to damage. One 2019 Chevrolet Silverado 1500 4WD Double Cab truck. (replacing property #54946) 2006 Ford F-150 property #54946 Mileage 121,100. One 2019 Ford Utility vehicle AWD (replacing property #53939) 2005 Ford Explorer (property #53939 total loss/flood damage). One 2019 Ram 3500 Tradesman Single Rear Wheel 4WD Regular Cab (replacing property #51536) 2002 Ford F-550 4WD truck (property #51536 total loss/accident).

BUDGETARY IMPACT:

Funding: Fund 352, LOST; Cost Center 330228, Fire Services Cap Project; Object Code 56401, Machinery & Equipment

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation and Original Quote VE 17-18.024
Solicitation and Original Quote VE 17-18.025
Solicitation and Original Quote VE 17-18.026
Solicitation and Original Quote VE 17-18.027
Quote Hill-Kelly Dodge Chrysler Jeep Ram VE 17-18.027

The Escambia County (Florida) Fire Department desires to purchase:

Quantity: One (1) ea.

Base Description: **VE 17-18.024**

Year: 2019

Model: Ford Police Interceptor Utility AWD (K8A)

Color: White

Equipment: To be equipped per specifications.

Warranty: Standard Factory Warranties

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Delivery required (from order date):

30 days

Maximum Budgeted Purchase Amount:

$29,569.00

Specification Number VE 17-18.024 – Escambia County (Florida) Fire Department
2019 Ford Police Interceptor Utility AWD (K8A)

Posting Date	July 12, 2018
Due Date for Offers	August 14, 2018
Depart. Contact	Norm Robinson
Fleet Maint.	Paul Williams 850-475-5530

VE 17-18.024 – Escambia County (Florida) Fire Department 2019 Ford Police Interceptor Utility AWD (K8A)

Offers for the sale of vehicles meeting the specifications for VE 17-18.024 Escambia County (Florida) Fire Department Vehicle Purchase as listed will be accepted until **5:00 PM CDT on August 14, 2018.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing,
Attention: Emily Weddington, CPPB, Purchasing Coordinator
2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place,
Pensacola, Florida 32502

Envelope should be clearly marked with the Specification Number VE17-18.024 Escambia County (Florida) Fire Department Vehicle Purchase and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Escambia County Fire

Specification #	6
Unit Description	K8A

Prepared for:

6/19/2018
Escambia County Fire
Attn: Paul Williams
jpwillia@myescambia.com
850-475-5530

Prepared by:

Garber Ford, Inc.
Ryan Davis
(904) 264-2442 ext.2350 FAX: (904) 284-0054
3380 Hwy 17 Green Cove Springs, FL 32043
rdavis@garberautomall.com

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association. (https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA17-VEL 25.0, expiring September 30th, 2018 for – Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

2018 Ford Police Interceptor Utility AWD

K8A — Base Price $27,555.00

Codes	Optional Equipment	Unit Price	Net Price
500A	Order Code 500A	Included	$0.00
99R	Engine: 3.7L V6 Ti-VCT FFV	Included	$0.00
44C	Transmission: 6-Speed Automatic	Included	$0.00
YZ	Oxford White (Or Standard Paint Color)	Included	$0.00
FW	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Cloth Rear	59	$59.00
153	Front License Plate Bracket	N/C	$0.00
16D	Badge Delete -inc: Deletes the Police Interceptor badging	N/C	$0.00
51R	Driver Only LED Spot Lamp (Unity)	179	$179.00
86P	Front Headlamp/Police Interceptor Housing Only	124	$124.00
86T	Tail Lamp/Police Interceptor Housing Only	59	$59.00
	*86P & 86T Required for Corner Strobe Installation		
17A	Aux Air Conditioning (Rear)	609	$609.00
53M	SYNC Basic (Voice-Activated Communications System)	294	$294.00
55F	Remote Keyless Entry Key Fob w/o Key Pad -	339	$339.00
	inc: Does not include PATS, 4-key fobs (4 Keys)		
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	49	$49.00
	*60A Required for Headlight Flashers		
TINT	WINDOW TINT ALL WINDOWS (Match with Strip)	296	$296.00
TTAG	Temporary Tag	6	$6.00
DEL	Delivery	Included	$0.00
2019	**Carryover Pricing; 2019 Model at 2018 Contract Price**		
	TOTAL PURCHASE AMOUNT PER VEHICLE		***$ 29,569.00***

The Escambia County (Florida) Fire Department desires to purchase:

Quantity: Two (2) ea.

Base Description: **VE 17-18.025**

Year: 2019

Model: Chevrolet Silverado 2500 4wd Crew Cab LWB (CK25943)

Color: White

Equipment: To be equipped per specifications.

Warranty:

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Delivery required (from order date):

30 days

Maximum Budgeted Purchase Amount:

$39,781.00 each

$79,562.00 Total

Specification Number VE 17-18.025 – Escambia County (Florida) Fire Department 2019 Chevrolet Silverado 2500 4wd Crew Cab LWB (CK25943)

Posting Date	July 12, 2018
Due Date for Offers	August 14, 2018
Depart. Contact	Norm Robinson
Fleet Maint.	Paul Williams 850-475-5530

VE 17-18.025 – Escambia County (Florida) Fire Department 2019 Chevrolet Silverado 2500 4wd Crew Cab LWB (CK25943)

Offers for the sale of vehicles meeting the specifications for VE 17-18.025 Escambia County (Florida) Fire Department Vehicle Purchase as listed will be accepted until **5:00 PM CDT on August 14, 2018.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing,
Attention: Emily Weddington, CPPB, Purchasing Coordinator
2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place,
Pensacola, Florida 32502

Envelope should be clearly marked with the Specification Number VE17-18.025 Escambia County (Florida) Fire Department Vehicle Purchase and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Escambia County Fire

Specification #	57
Unit Description	CK25943

Prepared for:

6/19/2018
Escambia County Fire
Attn: Paul Williams
jpwillia@myescambia.com
850-475-5530

Prepared by:

Garber Chevrolet Buick GMC
Ryan Davis
(904) 264-2442 ext.2350 FAX: (904) 284-0054
3340 Hwy 17 Green Cove Springs, FL 32043
rdavis@garberautomall.com

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association. (https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA17-VEL 25.0, expiring September 30th, 2018 for – Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

		Base Price
CK25943	2018 Chevrolet Silverado 2500 4wd Crew Cab LWB	$29,087.00

Codes	Optional Equipment	Unit Price	Net Price
CK25743	2018 Chevrolet Silverado 2500HD 4WD Crew Cab 153.7" SWB Work Truck	-150	($150.00)
1WT	Work Truck Preferred Equipment Group	Included	$0.00
L5P	Engine, Duramax 6.6L Turbo-Diesel V8	9003	$9,003.00
MW7	Transmission, Allison 1000 6-speed automatic	Included	$0.00
GAZ	Summit White	Included	$0.00
H2R	Dark Ash with Jet Black Interior Accents, Cloth seat trim	Included	$0.00
QXT	Tires, LT265/70R17E all-terrain, blackwall	198	$198.00
KW5	Alternator, 220 amps	148	$148.00
Z82	TRAILERING EQUIPMENT (Includes Bar and 2" Ball)	398	$398.00
AKO	GLASS, DEEP-TINTED (INCLUDES $146 FOR FRONT DOOR WINDOW TINT DEALER INSTALLED)	344	$344.00
LHSPOT	Left Hand Spotlight	396	$396.00
LEDSPOT	Upgrade Spotlight with LED Insert	246	$246.00
INST	1.0 Hours Labor for Spotlight Install	105	$105.00
TTAG	Temporary Tag	6	$6.00
DEL	Delivery	Included	$0.00
2019	**Carryover Pricing; 2019 Silverado 2500 at 2018 Contract Price**		
	TOTAL PURCHASE AMOUNT PER VEHICLE		***$ 39,781.00***
	TOTAL x2 VEHICLES		***$ 79,562.00***

The Escambia County (Florida) Fire Department desires to purchase:

Quantity: One (1) ea.

Base Description: **VE 17-18.026**

Year: 2019

Model: Chevrolet Silverado 1500 4wd Double Cab (CK15753)

Color: White

Equipment: To be equipped per specifications.

Warranty:

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Delivery required (from order date):

30 days

Maximum Budgeted Purchase Amount:

$27,589.00

Specification Number VE 17-18.026 – Escambia County (Florida) Fire Department 2019 Chevrolet Silverado 1500 4wd Double Cab (CK15753)

Posting Date	July 12, 2018
Due Date for Offers	August 14, 2018
Depart. Contact	Norm Robinson
Fleet Maint.	Paul Williams 850-475-5530

VE 17-18.026 – Escambia County (Florida) Fire Department 2019 Chevrolet Silverado 1500 4wd Double Cab (CK15753)

Offers for the sale of vehicles meeting the specifications for VE 17-18.026 Escambia County (Florida) Fire Department Vehicle Purchase as listed will be accepted until **5:00 PM CDT on August 14, 2018.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing,
Attention: Emily Weddington, CPPB, Purchasing Coordinator
2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place,
Pensacola, Florida 32502

Envelope should be clearly marked with the Specification Number VE17-18.026 Escambia County (Florida) Fire Department Vehicle Purchase and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Escambia County Fire

Specification #	49
Unit Description	CK15753

Prepared for:

6/19/2018
Escambia County Fire
Attn: Paul Williams
jpwillia@myescambia.com
850-475-5530

Prepared by:

Garber Chevrolet Buick GMC
Ryan Davis
(904) 264-2442 ext.2350 FAX: (904) 284-0054
3340 Hwy 17 Green Cove Springs, FL 32043
rdavis@garberautomall.com

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association. (https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA17-VEL 25.0, expiring September 30th, 2018 for – Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

		Base Price
CK15753	2018 Chevrolet Silverado 1500 4wd Double Cab	$22,958.00

Codes	Optional Equipment	Unit Price	Net Price
1LS	LS Preferred Equipment Group	1748	$1,748.00
L83	Engine, 5.3L EcoTec3 V8	1193	$1,193.00
MYC	Transmission, 6-speed automatic, electronically controlled	Included	$0.00
GAZ	Summit White	Included	$0.00
H2R	Dark Ash with Jet Black Interior Accents, Cloth seat trim	Included	$0.00
GU6	Rear axle, 3.42 ratio	Included	$0.00
G80	Differential, heavy-duty locking rear	Included	$0.00
Z82	TRAILERING PACKAGE includes trailer hitch, 7-pin and 4-pin connectors (INCLUDES BAR AND 2" BALL)	493	$493.00
KI4	POWER OUTLET, 110-VOLT AC	148	$148.00
TINT	WINDOW TINT ALL WINDOWS (Match with Strip)	296	$296.00
LHSPOT	Left Hand Spotlight	396	$396.00
LEDSPOT	Upgrade Spotlight with LED Insert	246	$246.00
INST	1.0 Hours Labor for Spotlight Install	105	$105.00
TTAG	Temporary Tag	6	$6.00
DEL	Delivery	Included	$0.00
2019	**Carryover Pricing; 2019 Silverado 1500 (Classic) at 2018 Contract Price**		
	TOTAL PURCHASE AMOUNT PER VEHICLE		***$ 27,589.00***

The Escambia County (Florida) Fire Department desires to purchase:

Quantity: One (1) ea.

Base Description: **VE 17-18.027**

Year: 2019

Model: Ram 3500 Tradesman 4x4 Reg Cab 8' Box (D28L62)

Color: White

Equipment: To be equipped per specifications.

Warranty:

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Delivery required (from order date):

30 days

Maximum Budgeted Purchase Amount:

$37,052.00

Specification Number VE 17-18.027 – Escambia County (Florida) Fire Department 2019 Ram 3500 Tradesman 4x4 Reg Cab 8' Box (D28L62)

Posting Date	July 12, 2018
Due Date for Offers	August 14, 2018
Depart. Contact	Norm Robinson
Fleet Maint.	Paul Williams 850-475-5530

VE 17-18.027 – Escambia County (Florida) Fire Department 2019 Ram 3500 Tradesman 4x4 Reg Cab 8' Box (D28L62)

Offers for the sale of vehicles meeting the specifications for VE 17-18.027 Escambia County (Florida) Fire Department Vehicle Purchase as listed will be accepted until **5:00 PM CDT on August 14, 2018.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing,
Attention: Emily Weddington, CPPB, Purchasing Coordinator
2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place,
Pensacola, Florida 32502

Envelope should be clearly marked with the Specification Number VE17-18.027 Escambia County (Florida) Fire Department Vehicle Purchase and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Escambia County Fire

Specification #	59
Unit Description	D28L62

Prepared for:	Prepared by:

5/30/2018
Escambia County Fire
Attn: Paul Williams
jpwillia@myescambia.com
850-475-5530

Garber Chrysler Dodge Truck
Ryan Davis
(904) 264-2442 ext.2350 FAX: (904) 284-0054
3408 Hwy 17 Green Cove Springs, FL 32043
rdavis@garberautomall.com

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association. (https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA17-VEL 25.0, expiring September 30th, 2018 for – Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

			Base Price
D28L62	2018 Ram 3500 Tradesman 4x4 Reg Cab 8' Box		$26,367.00
Codes	Optional Equipment	Unit Price	Net Price
2FA	Quick Order Package 2FA Tradesman	Included	$0.00
(WLA)	DELETE DUAL REAR WHEELS	-1100	($1,100.00)
ETK	Engine: 6.7L I6 Cummins Turbo Diesel	9198	$9,198.00
DG7	Transmission: 6-Speed Automatic 68RFE	Included	$0.00
DMR	3.42 Axle Ratio	Included	$0.00
PW7	Bright White Clearcoat	Included	$0.00
TXX8	Diesel Gray/Black, HD Vinyl 40/20/40 Split Bench Seat	Included	$0.00
WBN	Wheels: 18" x 8.0" Steel	Included	$0.00
TCP	Tires: LT275/70R18E OWL On/Off Road	243	$243.00
ADB	Protection Group -inc: Transfer Case Skid Plate Shield	93	$93.00
AJH	Power & Remote Entry Group -inc: Premium Vinyl Door Trim w/Map Pocket, Power Black	613	$613.00
	Trailer Tow Mirrors, Front 1-Touch Down Power Windows, Remote Keyless Entry, Exterior Mirrors		
	w/Heating Element, Power Locks, Exterior Mirrors Courtesy Lamps, Exterior Mirrors		
	w/Supplemental Signals		
BAJ	220 Amp Alternator	98	$98.00
DK3	Electric Shift-On-The-Fly Transfer Case	293	$293.00
XHC	Trailer Brake Control	293	$293.00
BB	BAR AND 2" PINTLE BALL (Class V Towing w/Harness, Hitch and Trailer Sway Control Included)	245	$245.00
BUA	Back Up Alarm	138	$138.00
LHSPT	Left-Hand Standard Spotlight	396	$396.00
TINT	Legal Window Tint	175	$175.00
DEL	Delivery	Included	$0.00
	Carryover Pricing; 2019 Model Ram 3500 at 2018 Contract Price		
	TOTAL PURCHASE AMOUNT PER VEHICLE		***$ 37,052.00***

Neal Knighten

Dear Sir or Madam,

Good afternoon and thank you for allowing Hill-Kelly DCJR the opportunity to earn your business. Enclosed you will find Hill-Kelly's Bid as well as additional supporting documentation for RFP ***VE 17-18.027***:

- *Base Description: VE 17-18.027* – please note that 2019 MY units are not available for building or ordering in our system at this time. According to my contacts with Ram, estimated order timing is presently November '18. Included you will find a bid for a 2018 MY build. Please understand that Order to Delivery timing is typically 8 – 10 weeks providing that there are no unexpected delays with the factory and/or delivery to the dealership.
- *Hill-Kelly DCJR Offer* – 2018 MY Ram 3500 Regular Cab 4x4 SRW w/8'0" Bed and option adds per the Bid Specifications. Any associated Tag Fees are not included, Taxes removed for Government / Municipality purchase, Fleet Allowance included.
- *Sample Build* – including option(s) requirements and up-fits.
- *Up-Fit Estimate* – describing elements included with associated pricing.
- *2FA Package Description* – with associated elements.
- *Standard Features* – for the unit quoted. Option adds supersede standard options.
- *Job Rating Worksheet* – with associated 2018 Ram 3500 Trailer Towing Chart J1 SAE J2807 Compliant for the sample build quoted, as equipped.

Please don't hesitate to contact me with additional questions. Thank you again and I look forward to earning your business.

Sincerely,

Neal Knighten
Commercial Sales Manager
Hill-Kelly Dodge Chrysler Jeep Ram
C: 850.723.2625
O: 850.696.1480
Email: neal@hillkellydodge.com

The Escambia County (Florida) Fire Department desires to purchase:

Quantity: One (1) ea.

Base Description: VE 17-18.027

Year: 2019

Model: Ram 3500 Tradesman 4x4 Reg Cab 8' Box (D28L62)

Color: White

Equipment: To be equipped per specifications.

Warranty:

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Delivery required (from order date):

30 days

Maximum Budgeted Purchase Amount:

$37,052.00

Specification Number VE 17-18.027 – Escambia County (Florida) Fire Department 2019 Ram 3500 Tradesman 4x4 Reg Cab 8' Box (D28L62)

Posting Date	July 12, 2018
Due Date for Offers	August 14, 2018
Depart. Contact	Norm Robinson
Fleet Maint.	Paul Williams 850-475-5530

VE 17-18.027 – Escambia County (Florida) Fire Department 2019 Ram 3500 Tradesman 4x4 Reg Cab 8' Box (D28L62)

Offers for the sale of vehicles meeting the specifications for VE 17-18.027 Escambia County (Florida) Fire Department Vehicle Purchase as listed will be accepted until **5:00 PM CDT on August 14, 2018.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing,
Attention: Emily Weddington, CPPB, Purchasing Coordinator
2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place,
Pensacola, Florida 32502

Envelope should be clearly marked with the Specification Number VE17-18.027 Escambia County (Florida) Fire Department Vehicle Purchase and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Escambia County Fire

Specification #	59
Unit Description	D28L62

GARBER FLEET SALES

Chevrolet · Buick · GMC · Chrysler · Jeep · Dodge · Ford

Prepared for:	Prepared by:
5/30/2018	***Garber Chrysler Dodge Truck***
Escambia County Fire	Ryan Davis
Attn: Paul Williams	*(904) 264-2442 ext.2350 FAX: (904) 284-0054*
jpwillia@myescambia.com	*3408 Hwy 17 Green Cove Springs, FL 32043*
850-475-5530	rdavis@garberautomall.com

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association. (https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA17-VEL 25.0, expiring September 30th, 2018 for – Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

		Base Price
D28L62	2018 Ram 3500 Tradesman 4x4 Reg Cab 8' Box	$26,367.00

Codes	Optional Equipment	Unit Price	Net Price
2FA	Quick Order Package 2FA Tradesman	Included	$0.00
(WLA)	DELETE DUAL REAR WHEELS	-1100	($1,100.00)
ETK	Engine: 6.7L I6 Cummins Turbo Diesel	9198	$9,198.00
DG7	Transmission: 6-Speed Automatic 68RFE	Included	$0.00
DMR	3.42 Axle Ratio	Included	$0.00
PW7	Bright White Clearcoat	Included	$0.00
TXX8	Diesel Gray/Black, HD Vinyl 40/20/40 Split Bench Seat	Included	$0.00
WBN	Wheels: 18" x 8.0" Steel	Included	$0.00
TCP	Tires: LT275/70R18E OWL On/Off Road	243	$243.00
ADB	Protection Group -inc: Transfer Case Skid Plate Shield	93	$93.00
AJH	Power & Remote Entry Group -inc: Premium Vinyl Door Trim w/Map Pocket, Power Black	613	$613.00
	Trailer Tow Mirrors, Front 1-Touch Down Power Windows, Remote Keyless Entry, Exterior Mirrors		
	w/Heating Element, Power Locks, Exterior Mirrors Courtesy Lamps, Exterior Mirrors		
	w/Supplemental Signals		
BAJ	220 Amp Alternator	98	$98.00
DK3	Electric Shift-On-The-Fly Transfer Case	293	$293.00
XHC	Trailer Brake Control	293	$293.00
BB	BAR AND 2" PINTLE BALL (Class V Towing w/Harness, Hitch and Trailer Sway Control Included)	245	$245.00
BUA	Back Up Alarm	138	$138.00
LHSPT	Left-Hand Standard Spotlight	396	$396.00
TINT	Legal Window Tint	175	$175.00
DEL	Delivery	Included	$0.00
	Carryover Pricing; 2019 Model Ram 3500 at 2018 Contract Price		
	TOTAL PURCHASE AMOUNT PER VEHICLE		***$ 37,052.00***

Hill Kelly Dodge Chrysler Jeep Ram

Date/Time: 7/19/2018 11:26:21 AM

Buyer: Jeffrey Lovingood
Address: 32502

Salesperson: Neal Knighten

2018 RAM 3500 Tradesman

MSRP/Retail	$48,685.00
Selling Price	$34,892.00
Rebate	0.00
Total Savings + Rebate	$13,793.00
Government Fee	$46.50
Proc/Doc Fee	$399.00
Accessories	$1,580.27
Service Contract	0.00
Total Taxes	0.00
Trade Allowance	0.00
Trade Payoff	0.00
Cash Down	0.00
Amount Financed	$36,917.77

Itemized Accessories upfits: $1580.27

With Approved Credit. Plus Tags.

X _____ Customer Signature _____ Date

X _____ Manager Signature _____ Date

HILL-KELLY DODGE CHRYSLER JEEP
6171 PENSACOLA BLVD
PENSACOLA, FL 325052211

Configuration Preview

Date Printed:	2018-07-19 12:12 PM	**VIN:**		**Quantity:**	1
Estimated Ship Date:		**VON:**		**Status:**	BA - Pending order
				FAN 1:	016GB Escambia County Fire Departmen
				FAN 2:	
				Client Code:	
				Bid Number:	TB8058

Sold to:	**Ship to:**	**PO Number:**
HILL-KELLY DODGE CHRYSLER JEEP (56733)	HILL-KELLY DODGE CHRYSLER JEEP (56733)	
6171 PENSACOLA BLVD	6171 PENSACOLA BLVD	
PENSACOLA, FL 325052211	PENSACOLA, FL 325052211	

Vehicle: **2018 3500 REG TRADESMAN 4X4 (140 IN WB 8FT 0 IN Box) (D28L62)**

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	D28L62	3500 REG TRADESMAN 4X4 (140 IN WB 8FT 0 IN Box)	36,445	34,567
Package:	2FA	Customer Preferred Package 2FA	0	0
	ETK	6.7L I6 Cummins Turbo Diesel Engine	9,200	8,372
	DG7	6-Spd Automatic 68RFE Transmission	0	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0	0
	-X8	Black/Diesel Gray	0	0
Options:	4DH	Prepaid Holdback	0	-1,419
	4ES	Delivery Allowance Credit	0	-364
	MAF	Fleet Purchase Incentive	0	-1,170
	XHC	Trailer Brake Control	295	268
	DK3	Elec Shift-On-The-Fly Transfer Case	295	268
	BAJ	220 Amp Alternator	100	91
	AJH	Power and Remote Entry Group	615	560
	ADB	Protection Group	95	86
	TCP	LT275/70R18E OWL On/Off Road Tires	245	223
	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	166	Zone 66-Orlando	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	0
Bid Number:	TB8058	Government Incentives	0	-8,800
Discounts:	YG4	5.5 Additional Gallons of Diesel	0	15
Destination Fees:			1,395	1,395
		Total Price:	48,685	34,092

Order Type:	Fleet	**PSP Month/Week:**	
Scheduling Priority:	1-Sold Order	**Build Priority:**	99
Customer Name:	Escambia County Fire Departmen		
Customer Address:	213 Palafox Place Pensacola FL 32502 USA		
Instructions:			

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

FLEETCO
TRUCK BODIES • LIFTGATES • CRANES

Date
Sales Represenative
Job Number
Customer P.O.#

685 Broad Street
Pensacola, FL 32534
Telephone 850-477-7645

MV22750

Customer	Hill Kelly Dodge/Chrysler/Jeep/Ram
Contact	Neal Nighten
Phone	850-476-9078
Email	neal@hillkelly.com
Yr./Make	2018 Ram 3500
Type	Regular Cab SRW Pickup Truck

Items

Description	*Qty.*	*Cost*
Post mount 6" halogen bulb spotlight mounted on left "A" Pillar	1	$359.11
Mounting kit for Ram 3500 Pickup truck	1	$74.67
Backup alarm 97 decibels	1	$19.25
Weight Distribution Hitch With sway Control Arm, 15K Capacity	1	$339.55
Window Tint On All Windows	1	$213.33

Labor

Description	*Hrs.*	*Cost*
labor to install left side post mount spotlight	3	$255.00
labor to install backup alarm	0.5	$42.50
labor to assemble weight distribution hitch	1.5	$127.50

Notes

Please Allow 7-10 Days Delivery Of Components and 2-3 Days In Our Shop For Completion Of Work

Contract Price	**$1,430.91**
Inbound Freight	$103.33
Shop Cost* - Environmental Compliance, Expendables, Disposal Fees, etc.	$46.03
Outbound Freight	$0.00
Other Fees/Adjustments	$0.00
Total Invoice Amount ***Tax Not Included***	**$1,580.27**

Notice: Pricing is typically valid for 30 days, but not guaranteed. In cases where supplier costs change significantly due to tariffs or other unpredictable market fluctuations prices may vary. Consult your sales person to verify price at time of purchase. Charges based on flat rate times. Unless prior arrangements have been made, there is a storage fee of $60.00 per day for vehicles. This applies to vehicles stored before authorized work is performed and vehicles not claimed within 10 days of notification of completed work. Storage fees incurred prior to job authorization will be credited toward final invoice. A 50% deposit may be required prior to beginning work. Restocking fees will be applied to any specialty orders cancelled before completion.

Please read carefully and mark the apporpriate response:

I understand that, under state law, I am entitled to a written estimate if my bill will exceed $100...

I request a written estimate. ☐

I do not request a written estimate as long as the repair costs do not exceed $_____. The shop may not exceed this amount without my written or oral approval. ☐

I do not request a written estimate. ☐

Do you wish to have your old parts saved YES **or** NO? **Core charges may apply.**

Approval: I, Customer, hereby acknowledge approval of the estimate for the above described goods and services to be performed in the specified quantities and prices and agree to pay Fleetco as set forth herein. Customer authorizes the repair to be performed along with the use of necessary materials. Fleetco employees may operate equipment for purposes of testing, inspection or delivery, at Customer's risk. An express mechanics lien is acknowledged on the repaired equipment to secure the amount of repairs thereto. It is agreed that Fleetco assumes no responsibility for loss or damage by theft or fire to equipment placed with Fleetco for storage, sale, repair or while field testing. *This charge represents costs to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. In Florida: F.S. 403.1718 Mandates a $1.00 fee for each new tire sold. F.S. 403.7185 Mandates a $1.50 for each new or remanufactured battery sold. Workmanship is guaranteed for 90 days and/or 25k miles, whichever shall come first after the repair is completed. Parts are warrantied per manufacturer.

Signed_____**Date**_____

Package Details		
TRADESMAN		
Package Contents	**FWP (USD)**	**MSRP (USD)**
6.7L I6 Cummins Turbo Diesel Engine	8463	9300
6-Spd Automatic 68RFE Transmission	0	0
Front Armrest w/Cupholders	0	0
Package Value Price	0	0
NET PACKAGE PRICE	**8463**	**9300**

✓ 2FA TRADESMAN PACKAGE INCLUDES A 3.42 AXLE RATIO

Standard Features - D28L62-3500 REG TRADESMAN 4X4 (140 IN WB 8FT 0 IN Box)	
Code	Description
DRQ	11.50" Single Wheel Rear Axle
JCB	120 MPH Primary Speedometer
JJJ	12V Auxiliary Power Outlet
BAB	160 Amp Alternator
WKN	18" Steel Spare Wheel
WBN	18X8.0 Steel Wheels
NFX	32 Gallon Fuel Tank
SCF	4-Spoke Steering Wheel
CBE	40/20/40 Split Bench Seat
MUS	4X4 Badge
EZC	5.7L V8 HEMI VVT Engine
NAS	50 State Emissions
RCG	6 Speakers
DJN	6,000# Front Axle
DFP	6-Spd Automatic 66RFE Transmission
XFK	7 Pin Wiring Harness
BCN	730 Amp Maintenance Free Battery
CG3	Advanced Multistage Front Air Bags
HAA	Air Conditioning
BRT	Anti-Lock 4-Wheel Disc Brakes
DSA	Anti-Spin Differential Rear Axle
RSU	Audio Jack Input for Mobile Devices
LMG	Automatic Headlamps
CTL	Base Door Trim Panel
CU3	Behind the Seat Storage / Bin
MNA	Black Door Handles
LE4	Black Exterior Mirrors
MB1	Black Front Bumper
MFF	Black Grille
MBN	Black Rear Bumper
CKJ	Black Vinyl Floor Covering
XJ8	Body Color Fuel Filler Door
MCM	Body Color Headlamp Filler Panel
LPE	Cargo and CHMSL Lamp
WMJ	Center Hub
XFR	Class V Receiver Hitch
DS7	Conventional Differential Frt Axle
HGB	Dash Liner Insulation
X82	Door Parts Module
CSP	Driver/Passenger Assist Handles
JJB	Dual Note Electric Horns
BNB	Electronic Stability Control
NHN	Electronically Controlled Throttle

Standard Features - D28L62-3500 REG TRADESMAN 4X4 (140 IN WB 8FT 0 IN Box)	
Code	Description
RDD	Fixed Long Mast Antenna
HGF	Floor Tunnel Insulation
GPD	Folding Trailer Tow Mirrors
MXB	Front Air Dam
MXC	Front Bumper Sight Shields
X83	Front End Parts Module
SFB	Front Heavy Duty Shock Absorbers
CGD	Front Height Adjust Shoulder Belts
MDA	Front License Plate Bracket
SHA	Front Stabilizer Bar
TBB	Full Size Spare Tire
Z8A	GVW Rating - 10300#
LME	Halogen Quad Headlamps
*TX	HD Vinyl 40/20/40 Split Bench Seat
NMC	Heavy Duty Engine Cooling
MW5	Hemi Badge
LA6	Incandescent Taillamps
JAT	Instrument Cluster w/Display Screen
JBF	Instrument Panel Black Bezel
X81	Instrument Panel Parts Module
XJJ	Locking Tailgate
TCN	LT275/70R18E BSW All Season Tires
DK1	Man Shift-On-The-Fly Transfer Case
JP8	Manual Adjust Seats
JE8	Manual Door Locks
JF8	Manual Windows
RS6	Media Hub (USB, Aux)
CUM	Mini Floor Console
APA	Monotone Paint
NZD	Next Generation Engine Controller
XA8	Non Adjustable Pedals
XAC	ParkView Rear Back-up Camera
XBS	Pickup Box
JKY	Power Accessory Delay
SBE	Power Steering
RA1	Radio 3.0
MT7	Ram 3500 Badge
MGA	Ram's Head Badge
LCH	Rear Dome Lamp
GJD	Rear Fixed Window
SGB	Rear Heavy Duty Shock Absorbers
GNA	Rear View Day/Night Mirror
RSX	Remote USB Port

Standard Features - D28L62-3500 REG TRADESMAN 4X4 (140 IN WB 8FT 0 IN Box)	
Code	Description
GN4	RR View Auto Dim Mirror w/Display
X8Z	Seat Parts Module
GXX	Sentry Key Theft Deterrent System
AR9	Single Rear Wheel Group
WL1	Single Rear Wheels
NHM	Speed Control
CJ4	Supp Side Curtain Front Air Bags
CJ1	Supplemental Frt Seat Side Air Bags
CGS	Supplemental Side Air Bags
SUA	Tilt Steering Column
GAC	Tinted Glass Windows
GBB	Tinted Windshield Glass
XBN	Tip Start
X88	Tire & Wheel Parts Module
TBM	Tire Carrier Winch
XBT	Tire Pressure Information System
XEA	Tow Hooks
LEG	Trailer Tow Mirrors
XFU	Trailer Tow w/4-Pin Connector Wiring
CV3	Urethane Shift Knob
JHA	Var Intermittent Windshield Wipers
LAZ	Vehicle Information Center
4ZB	Vendor Painted Cargo Box Tracking

JOB-RATING WORKSHEET

Customer Name	: Jeffrey Lovingood - Escambia County Fire Department		
Address	: 231 Palafox Place, Pensacola, Florida 32502	**Phone**	: (850) 595-4953

Contain

Passenger Weight Including Driver (est. 150 lb / occupant)			400 lb
Cargo Weight, including personal luggage (cargo dimensions	)	+	0 lb
Options weight (Factory, Dealer, or Customer Installed)		+	125 lb
Conventional Trailer GTWR: 17,480 lb	*Tongue weight (10% - 15%)* Maximum 500 lb / Class III Maximum 1,045 lb / Class IV (RAM 1500) Maximum 1,200 lb / Class IV (2500/3500) ...	+	2,272 lb
5th Wheel / Gooseneck Trailer GTWR: 0 lb	*Trailer Tongue Weight (15% - 25%)*	+	0 lb
TOTAL PAYLOAD		=	2,797 lb

Is 4-Wheel Drive Necessary? YES [X] NO [ ]

Truck Model Selected: 2018 Ram 3500 Regular Cab SRW 4x4 w/8'0" Bed, 6.7L Cummins, 68RFE Trans, 3.42 Axle Ratio (*e.g., Regular or Quad Cab, Trim Level, 4x2 or 4x4, Short or Long Bed*) *GCWR* 25,300

Support

Vehicle GVWR (Gross Vehicle Weight Rating)			11,500 lb	
Curb Weight of Selected Truck			7,288 lb	
Add Total Payload		+	2,797 lb	
TOTAL GROSS VEHICLE WEIGHT (GVW)		=	10,085 lb	87.70%

WARNING: GVW must be less than GVWR. If GVW > GVWR Truck is OVERLOADED!

GCWR (Gross Combined Weight Rating - Trailer Towing)

Gross Vehicle Weight (GVW) from previous line			10,085 lb	
Subtract Tongue or King Pin weight from GVW		-	2,272 lb	
Net GVW (without any trailer weight)		=	7,813 lb	
Add Maximum Allowable Trailer Weight (GTWR)		+	17,480 lb	
TOTAL GROSS COMBINATION WEIGHT (GCW)		=	25,293 lb	99.97%

WARNING: GCW must be less than GCWR. If GCW > GCWR, the Truck is OVERLOADED!

Move

Determine available drivetrain combinations:

	Minimum	*Option #1*	*Option #2*	*Option #3*
GCWR / GVWR				
Engine				
Transmission				
Axle Ratio				

Recommended drivetrain:

Customer Signature : *Date :*

2018 Ram 3500 Trailer Towing Chart J1 SAE J2807 Compliant

Engine	Trans.	Axle Ratio	GVWR	Payload	Base Weight			GAWR		GCWR	Max. Trailer Weight Rating
					Total	Front	Rear	Front	Rear		
REGULAR CAB, 4X4, SRW											
5.7L V8 HEMI	A6 66RFE	3.73	10,300	3,930	6,370	3,691	2,680	5,250	7,000	18,400	11,560
5.7L V8 HEMI	A6 66RFE	4.10	10,300	3,930	6,370	3,691	2,680	5,250	7,000	20,400	13,560
6.4L V8 HEMI	A6 66RFE	3.73	10,400	3,920	6,480	3,747	2,734	5,500	7,000	19,900	12,950
6.4L V8 HEMI	A6 66RFE	4.10	10,400	3,920	6,480	3,747	2,734	5,500	7,000	22,900	15,950
6.7L CUMMINS DIESEL	M6 MT-G56	3.42	11,500	4,170	7,332	4,553	2,779	6,000	7,000	24,300	16,500
6.7L CUMMINS DIESEL	A6 68RFE	3.42	11,500	4,210	7,288	4,517	2,771	6,000	7,000	25,300	17,540
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	3.42	11,500	4,060	7,435	4,627	2,808	6,000	7,000	25,300	17,390
REGULAR CAB, 4X4, DRW											
6.4L V8 HEMI	A6 66RFE	3.73	13,300	6,510	6,790	3,757	3,032	5,500	9,750	19,900	12,640
6.4L V8 HEMI	A6 66RFE	4.10	13,700	6,910	6,790	3,757	3,032	5,500	9,750	23,400	16,140
6.7L CUMMINS DIESEL	M6 MT-G56	3.42	14,000	6,300	7,697	4,583	3,114	6,000	9,750	24,300	16,130
6.7L CUMMINS DIESEL	M6 MT-G56	3.73	14,000	6,300	7,697	4,583	3,114	6,000	9,750	26,300	18,130
6.7L CUMMINS DIESEL	A6 68RFE	3.42	14,000	6,350	7,653	4,547	3,106	6,000	9,750	25,300	17,180
6.7L CUMMINS DIESEL	A6 68RFE	3.73	14,000	6,350	7,653	4,547	3,106	6,000	9,750	27,300	19,180
6.7L CUMMINS DIESEL	A6 68RFE	4.10	14,000	6,350	7,653	4,547	3,106	6,000	9,750	30,300	22,180
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	3.42	14,000	6,200	7,800	4,658	3,143	6,000	9,750	29,300	21,030
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	3.73	14,000	6,200	7,800	4,658	3,143	6,000	9,750	33,800	25,530
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	4.10	14,000	6,200	7,800	4,658	3,143	6,000	9,750	39,100	30,830
CREW CAB SHORT BOX, 4X4, SRW											
5.7L V8 HEMI	A6 66RFE	3.73	10,700	3,970	6,732	3,858	2,873	5,250	7,000	18,400	11,200
5.7L V8 HEMI	A6 66RFE	4.10	10,700	3,970	6,732	3,858	2,873	5,250	7,000	20,400	13,200
6.4L V8 HEMI	A6 66RFE	3.73	10,800	3,990	6,808	3,900	2,908	5,500	7,000	19,900	12,620
6.4L V8 HEMI	A6 66RFE	4.10	10,800	3,990	6,808	3,900	2,908	5,500	7,000	22,900	15,620
6.7L CUMMINS DIESEL	M6 MT-G56	3.42	11,700	3,880	7,818	4,805	3,013	6,000	7,000	24,300	16,010
6.7L CUMMINS DIESEL	A6 68RFE	3.42	11,700	3,930	7,774	4,768	3,006	6,000	7,000	25,300	17,060
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	3.42	11,700	3,780	7,921	4,881	3,040	6,000	7,000	25,300	16,910
CREW CAB LONG BOX, 4X4, SRW											
5.7L V8 HEMI	A6 66RFE	3.73	11,300	4,390	6,909	4,006	2,903	5,250	7,000	18,400	11,020
5.7L V8 HEMI	A6 66RFE	4.10	11,300	4,390	6,909	4,006	2,903	5,250	7,000	20,400	13,020

6.4L V8 HEMI	A6 66RFE	3.73	11,400	4,410	6,988	4,044	2,944	5,500	7,000	19,900	12,440
6.4L V8 HEMI	A6 66RFE	4.10	11,400	4,410	6,988	4,044	2,944	5,500	7,000	22,900	15,440
6.7L CUMMINS DIESEL	M6 MT-G56	3.42	12,300	4,420	7,880	4,876	3,003	6,000	7,000	24,300	15,950
6.7L CUMMINS DIESEL	A6 68RFE	3.42	12,300	4,460	7,836	4,839	2,997	6,000	7,000	25,300	16,990
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	3.42	12,300	4,320	7,983	4,956	3,027	6,000	7,000	25,300	16,850
CREW CAB LONG BOX, 4X4, DRW											
6.4L V8 HEMI	A6 66RFE	3.73	13,300	5,970	7,328	4,070	3,258	5,500	9,750	19,900	12,100
6.4L V8 HEMI	A6 66RFE	4.10	14,000	6,670	7,328	4,070	3,258	5,500	9,750	23,400	15,600
6.7L CUMMINS DIESEL	M6 MT-G56	3.42	14,000	5,790	8,211	4,892	3,319	6,000	9,750	24,300	15,620
6.7L CUMMINS DIESEL	M6 MT-G56	3.73	14,000	5,790	8,211	4,892	3,319	6,000	9,750	26,300	17,620
6.7L CUMMINS DIESEL	A6 68RFE	3.42	14,000	5,830	8,167	4,855	3,313	6,000	9,750	25,300	16,660
6.7L CUMMINS DIESEL	A6 68RFE	3.73	14,000	5,830	8,167	4,855	3,313	6,000	9,750	27,300	18,660
6.7L CUMMINS DIESEL	A6 68RFE	4.10	14,000	5,830	8,167	4,855	3,313	6,000	9,750	30,300	21,660
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	3.42	14,000	5,690	8,314	4,971	3,343	6,000	9,750	29,300	20,520
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	3.73	14,000	5,690	8,314	4,971	3,343	6,000	9,750	33,800	25,020
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	4.10	14,000	5,690	8,314	4,971	3,343	6,000	9,750	39,100	30,320
MEGA CAB, 4X4, SRW											
5.7L V8 HEMI	A6 66RFE	3.73	11,300	4,250	7,050	4,054	2,996	5,250	7,000	18,400	10,880
5.7L V8 HEMI	A6 66RFE	4.10	11,300	4,250	7,050	4,054	2,996	5,250	7,000	20,400	12,880
6.4L V8 HEMI	A6 66RFE	3.73	11,400	4,190	7,208	4,111	3,097	5,500	7,000	19,900	12,220
6.4L V8 HEMI	A6 66RFE	4.10	11,400	4,190	7,208	4,111	3,097	5,500	7,000	22,900	15,220
6.7L CUMMINS DIESEL	M6 MT-G56	3.42	12,300	4,180	8,122	5,013	3,109	6,000	7,000	24,300	15,710
6.7L CUMMINS DIESEL	A6 68RFE	3.42	12,300	4,220	8,078	4,976	3,102	6,000	7,000	25,300	16,750
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	3.42	12,300	4,070	8,225	5,091	3,134	6,000	7,000	25,300	16,600
MEGA CAB, 4X4, DRW											
6.4L V8 HEMI	A6 66RFE	3.73	13,300	5,840	7,456	4,098	3,358	5,500	9,750	19,900	11,970
6.4L V8 HEMI	A6 66RFE	4.10	14,000	6,540	7,456	4,098	3,358	5,500	9,750	23,400	15,470
6.7L CUMMINS DIESEL	M6 MT-G56	3.42	14,000	5,570	8,430	4,952	3,478	6,000	9,750	24,300	15,400
6.7L CUMMINS DIESEL	M6 MT-G56	3.73	14,000	5,570	8,430	4,952	3,478	6,000	9,750	26,300	17,400
6.7L CUMMINS DIESEL	A6 68RFE	3.42	14,000	5,610	8,387	4,915	3,471	6,000	9,750	25,300	16,440
6.7L CUMMINS DIESEL	A6 68RFE	3.73	14,000	5,610	8,387	4,915	3,471	6,000	9,750	27,300	18,440
6.7L CUMMINS DIESEL	A6 68RFE	4.10	14,000	5,610	8,387	4,915	3,471	6,000	9,750	30,300	21,440
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	3.42	14,000	5,470	8,534	5,030	3,503	6,000	9,750	29,300	20,300
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	3.73	14,000	5,470	8,534	5,030	3,503	6,000	9,750	33,800	24,800
6.7L CUMMINS DIESEL (HO)	A6 AS69RC	4.10	14,000	5,470	8,534	5,030	3,503	6,000	9,750	39,100	30,100

1. Payload and Max Trailer Weights are ESTIMATED values
2. All values are shown in pounds unless otherwise stated
3. Payload and Max Trailer Weight values are rounded to the nearest 10 lbs
4. Payload = GVWR - Base Weight
5. GAWRs, GVWRs, and GCWRs should never be exceeded
6. Recommended tongue weight determined by class hitch receiver and hardware limits of upfit
7. Upfit or Aftermarket equipment weight not included in Base Weight

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14700 **County Administrator's Report 10. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018

Issue: Approve Issuance of a Purchase Order to Ingram Signalization, Inc. on Contract PD 15-16.090 "Traffic Signal Construction"
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuance of a Purchase Order to Ingram Signalization, Inc., on Contract PD 15-16.090, "Traffic Signal Construction" - Joy Jones, P.E., Public Works Department Director

That the Board approve issuing a Purchase Order for a not-to-exceed amount of $225,748, to Ingram Signalization, Inc., on Contract PD 15-16.090, "Traffic Signal Construction," to perform traffic signal camera system upgrades at the following nine locations:

A. Brent Lane at Pensacola Christian College Entrance - Commission Districts 3 & 4;
B. Brent Lane at Rawson Lane - Commission Districts 3 & 4;
C. Brent Lane at South Bound I-110 Off-ramp - Commission Districts 3 & 4;
D. Brent Lane at North Bound I-110 Off-ramp - Commission Districts 3 & 4;
E. Brent Lane at Davis Highway - Commission Districts 3 & 4;
F. Airport Boulevard at Southbound I-110 Off-ramp - Commission Districts 3 & 4;
G. Airport Boulevard at Northbound I-110 Off-ramp - Commission District 4;
H. Fairfield Drive at Palafox Street - Commission District 3; and
I. Fairfield Drive at Texar Drive (Substitute Location) - Commission District 3.

[Funding Source: Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Object Code 56301, Project #11EN1028 "ITS Application;" FDOT to reimburse the County for all costs incurred for project up to $225,748, per the Joint Participation Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County - FPN 438150-1-58-01]

BACKGROUND:

Meeting in regular session on September 22, 2016, the Board approved Contract PD 15-16.090, "Traffic Signal Construction," to be awarded to Ingram Signalization, Inc.

In addition, in a meeting in regular session on May 17, 2018, the Board approved the Joint Participation Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County -- FPN 438150-1-58-01 - Traffic Signal Video Detection Equipment. FDOT agrees to reimburse the County for the actual costs of the project in an amount up to, but not to exceed $225,748.

The fund allocation for this Purchase Order will allow county staff to direct Ingram Signalization to provide traffic signal camera upgrades at the following signalized intersections:

1. Brent Lane at Pensacola Christian College Entrance - Commission Districts 3 & 4
2. Brent Lane at Rawson Lane - Commission Districts 3 & 4
3. Brent Lane at South Bound I-110 Off-ramp - Commission Districts 3 & 4
4. Brent Lane at North Bound I-110 Off-ramp - Commission Districts 3 & 4
5. Brent Lane at Davis Highway - Commission Districts 3 & 4
6. Airport Boulevard at Southbound I-110 Off-ramp - Commission Districts 3 & 4
7. Airport Boulevard.at Northbound I-110 Off-ramp - Commission District 4
8. Fairfield Drive at Palafox Street - Commission District 3
9. Fairfield Drive at Texar Drive (Substitute Location) - Commission District 3

The intersections have been identified by county staff as needing the recommended improvements (rebuilding of internal wiring, new signal cabinets and controllers, etc.) due to recent operational and maintenance issues experienced. The new equipment and materials included in the improvements are expected to reduce maintenance costs.

BUDGETARY IMPACT:

[Funding Source: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #11EN1028 "ITS Application;" FDOT to reimburse the County for all costs incurred for project up to $225,748 per the Joint Participation Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County -- FPN 438150-1-58-01]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, a purchase requisition will be submitted to the Office of Purchasing for processing, and a subsequent Notice to Proceed will be issued to Ingram Signalization by the Public Works Department.

Attachments

Construction Work Order

Board Action 051718 with JPA

THE COUNTY OF ESCAMBIA
Pensacola, Florida
CONSTRUCTION WORK ORDER

Publics Works Department
Transportation And Traffic Operations
3363 West Park Place
Pensacola, Florida 32505

Date: **August 2018**

Contract: **PD 15-16.090**

Description of services to be performed: **Traffic Signal Camera System Upgrades at the following (9) Locations**

Negotiated cost of construction: **($214,950.00) NOT TO EXCEED $225,748.00**

Period of time services are to accomplished: **120 Days**

Start Date: **To Be Determined** Completion Date:

Locations of work to be performed:

THE COUNTY OF ESCAMBIA
Pensacola, Florida
CONSTRUCTION WORK ORDER

Publics Works Department
Transportation And Traffic Operations
3363 West Park Place
Pensacola, Florida 32505

1. Brent Lane at PCC Entrance

Estimate of items from Bid Schedule required for this Work Order:	Unit Price	Quantity	Extension
660-4-11 = Vehicle Detection System - Video Cabinet Equipment/EA	$17,000.00	1	$17,000.00
660-4-12 = Vehicle Detection System -Video Above Ground Equipment/EA	$6,000.00	1	$6,000.00
660-4-42 = Vehicle Detection System – Relocate Above Ground Equipment	$200.00	4	$800.00
660-4-61 = Vehicle Detection System – Adjust/Modify Cabinet Equipment	$450.00	1	$450.00
			$24,250.00

2. Brent Lane at Rawson Lane

Estimate of items from Bid Schedule required for this Work Order:	Unit Price	Quantity	Extension
660-4-11 = Vehicle Detection System - Video Cabinet Equipment/EA	$17,000.00	1	$17,000.00
660-4-12 = Vehicle Detection System -Video Above Ground Equipment/EA	$6,000.00	1	$6,000.00
660-4-42 = Vehicle Detection System – Relocate Above Ground Equipment	$200.00	4	$800.00
660-4-61 = Vehicle Detection System – Adjust/Modify Cabinet Equipment	$450.00	1	$450.00
			$24,250.00

3. Brent Lane at SB I-110 Off Ramp

Estimate of items from Bid Schedule required for this Work Order:	Unit Price	Quantity	Extension
660-4-11 = Vehicle Detection System - Video Cabinet Equipment/EA	$17,000.00	1	$17,000.00
660-4-12 = Vehicle Detection System -Video Above Ground Equipment/EA	$6,000.00	1	$6,000.00
660-4-42 = Vehicle Detection System – Relocate Above Ground Equipment	$200.00	3	$600.00
660-4-61 = Vehicle Detection System – Adjust/Modify Cabinet Equipment	$450.00	1	$450.00
			$24,050.00

THE COUNTY OF ESCAMBIA
Pensacola, Florida
CONSTRUCTION WORK ORDER

Publics Works Department
Transportation And Traffic Operations
3363 West Park Place
Pensacola, Florida 32505

4. Brent Lane at NB I-110 Off Ramp

Estimate of items from Bid Schedule required for this Work Order:	Unit Price	Quantity	Extension
660-4-11 = Vehicle Detection System - Video Cabinet Equipment/EA	$17,000.00	1	$17,000.00
660-4-12 = Vehicle Detection System -Video Above Ground Equipment/EA	$6,000.00	1	$6,000.00
660-4-42 = Vehicle Detection System – Relocate Above Ground Equipment	$200.00	3	$600.00
660-4-61 = Vehicle Detection System – Adjust/Modify Cabinet Equipment	$450.00	1	$450.00
			$24,050.00

5. Brent Lane at Davis Highway

Estimate of items from Bid Schedule required for this Work Order:	Unit Price	Quantity	Extension
660-4-11 = Vehicle Detection System - Video Cabinet Equipment/EA	$17,000.00	1	$17,000.00
660-4-12 = Vehicle Detection System -Video Above Ground Equipment/EA	$6,000.00	1	$6,000.00
660-4-42 = Vehicle Detection System – Relocate Above Ground Equipment	$200.00	4	$800.00
660-4-61 = Vehicle Detection System – Adjust/Modify Cabinet Equipment	$450.00	1	$450.00
			$24,250.00

6. Airport Blvd. At SB I-110 Off Ramp

Estimate of items from Bid Schedule required for this Work Order:	Unit Price	Quantity	Extension
660-4-11 = Vehicle Detection System - Video Cabinet Equipment/EA	$17,000.00	1	$17,000.00
660-4-12 = Vehicle Detection System -Video Above Ground Equipment/EA	$6,000.00	1	$6,000.00
660-4-42 = Vehicle Detection System – Relocate Above Ground Equipment	$200.00	3	$600.00
660-4-61 = Vehicle Detection System – Adjust/Modify Cabinet Equipment	$450.00	1	$450.00
			$24,050.00

THE COUNTY OF ESCAMBIA
Pensacola, Florida
CONSTRUCTION WORK ORDER

Publics Works Department
Transportation And Traffic Operations
3363 West Park Place
Pensacola, Florida 32505

7. Airport Blvd. At NB I-110 Off Ramp

Estimate of items from Bid Schedule required for this Work Order:	Unit Price	Quantity	Extension
660-4-11 = Vehicle Detection System - Video Cabinet Equipment/EA	$17,000.00	1	$17,000.00
660-4-12 = Vehicle Detection System -Video Above Ground Equipment/EA	$6,000.00	1	$6,000.00
660-4-42 = Vehicle Detection System – Relocate Above Ground Equipment	$200.00	3	$600.00
660-4-61 = Vehicle Detection System – Adjust/Modify Cabinet Equipment	$450.00	1	$450.00
			$24,050.00

8. Fairfield Drive at Palafox Street

Estimate of items from Bid Schedule required for this Work Order:	Unit Price	Quantity	Extension
660-4-11 = Vehicle Detection System - Video Cabinet Equipment/EA	$17,000.00	1	$17,000.00
660-4-12 = Vehicle Detection System -Video Above Ground Equipment/EA	$6,000.00	1	$6,000.00
			$23,000.00

9. Fairfield Drive at Texar Drive – Substitute Location To (Financial Project # 438150-1-58-01) Contract No.:AS882

Estimate of items from Bid Schedule required for this Work Order:	Unit Price	Quantity	Extension
660-4-11 = Vehicle Detection System - Video Cabinet Equipment/EA	$17,000.00	1	$17,000.00
660-4-12 = Vehicle Detection System -Video Above Ground Equipment/EA	$6,000.00	1	$6,000.00
			$23,000.00

COMBINE TOTALS: **$214,950.00**

THE COUNTY OF ESCAMBIA
Pensacola, Florida
CONSTRUCTION WORK ORDER

Publics Works Department
Transportation And Traffic Operations
3363 West Park Place
Pensacola, Florida 32505

Schedule for work Accomplishment Sent to Contractor

* **Kenneth Canady** _____ Date: 8-21-19
Escambia County Project Manager

Contractor Concurrence with Schedule for Work Accomplished

* _____ Date: 8-21-19
Contractor Representative

Work Order (Notice to Proceed) Issued

* _____ Date: _____
Chief, Traffic Engineering (or designee)

Contractor's Signature of Receipt and Acceptance of Work Order

* _____ Date: _____
Contractor Representative

Contractor's Notification of Completion

* _____ Date: _____
Contractor Representative

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-28. Approval of Various Consent Agenda Items – Continued

13. Adopting, and authorizing the Chairman to sign, the Resolution [R2018-47] approving and authorizing the Chairman to sign the Joint Participation Agreement (JPA) between the State of Florida Department of Transportation (FDOT) and Escambia County - FPN 438150-1-58-01 - Traffic Signal Video Detection Equipment (Funding: FDOT agrees to reimburse the County for the actual costs of the project in an amount up to, but not to exceed, $225,748; funding is available in Fund 352, LOST [Local Option Sales Tax] III, Cost Center 210107, Object Code 56301, Project 11EN1028, ITS Application, $226K available; Public Works - ITS to cover costs until reimbursed by FDOT).

14. See Page 28.

15. See Page 29.

16. See Page 30.

17. Approving, and authorizing the County Administrator to execute, the following Change Order (CO) to Roads, Inc. of NWF, in the amount of $185,162.49, on Contract PD 16-17.010, for the Muscogee Road (County Road 297A and U.S. 29) Widening and Drainage Improvement Project (Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107, Object Code 56301, Project #16EN3535):

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	$185,162.49
Vendor:	Roads, Inc. of NWF
Project Name:	Muscogee Road (County Road 297A and U.S. 29) Widening and Drainage Improvement Project
Contract:	PD 16-17.010
Purchase Order Number:	171017
CO Number:	4
Original Contract Award:	$1,790,010.68
Cumulative Amount of Change Orders Through this CO:	$250,038.40
New Contract Amount:	$2,040,049.08

Escambia County
Clerk's Original

5/17/2018 CAR II-13

Financial Project Number(s): 438150-1-58-01
Contract No.: AS882
COUNTY: ESCAMBIA

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ESCAMBIA COUNTY

This AGREEMENT is between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, with offices at 1074 Highway 90 East, Chipley, FL 32428 (the "DEPARTMENT"), and the **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, with offices at 3363 West Park Place Pensacola, FL 32505 (the "COUNTY"). The DEPARTMENT and the COUNTY are sometimes referred to in this AGREEMENT as a "Party" and collectively as the "Parties."

Date: 5/21/2018 Verified By:

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this AGREEMENT pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the Parties are desirous of having the COUNTY remove existing traffic signal detection systems and replace with new traffic signal video detection equipment at approximately 9 locations on the State Highway System, under Financial Project Number 438150-1-58-01, which is further described on Exhibit "A" – Scope of Services, attached hereto and made a part hereof (the "PROJECT"); and

WHEREAS, the PROJECT is on the State Highway System, is not revenue producing and is contained in the adopted work program; and

WHEREAS, the DEPARTMENT is prepared to reimburse the COUNTY for the actual costs of the PROJECT in an amount up to but not to exceed TWO HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED FORTY-EIGHT AND 00/100 DOLLARS ($225,748.00) that has been allocated in the fiscal year 2018; and

WHEREAS, the implementation of this PROJECT is in the best interest of both Parties and it would be most practical, expeditious, and economical for the COUNTY to perform services to complete the PROJECT;

WHEREAS, the intent of this AGREEMENT is to establish the terms and conditions of the funding and production of this PROJECT; and

WHEREAS, the COUNTY, by resolution number 2018-47, dated May 17, 2018 a copy of which is attached hereto as Exhibit "D" and made a part

hereof, has authorized the _____ to enter into this AGREEMENT.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this AGREEMENT, the Parties agree as follows:

1 – TERM:

A. This AGREEMENT shall begin upon full execution by both Parties and the COUNTY shall complete the PROJECT on or before **June 30, 2019**. If the COUNTY does not complete the PROJECT within this time period, this AGREEMENT will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT prior to the expiration of this AGREEMENT. Expiration of this AGREEMENT will be considered termination of the PROJECT. The COUNTY acknowledges that no reimbursements for the actual costs of the PROJECT will be provided by the DEPARTMENT under this AGREEMENT for work performed on the PROJECT that is not timely completed and invoiced in accordance with the terms of this AGREEMENT, for work performed prior to full execution of this AGREEMENT, or for work performed after expiration of this AGREEMENT. Notwithstanding the foregoing, the COUNTY shall remain obligated to complete all aspects of the PROJECT identified in this AGREEMENT in accordance with its terms, unless otherwise agreed by the Parties in writing.

2 – SERVICES AND PERFORMANCE:

A. The COUNTY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The PROJECT and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

3 – AMENDMENTS, EXTENSIONS AND ASSIGNMENT:

A. This AGREEMENT may be amended or extended upon mutual written agreement of the Parties.

B. This AGREEMENT shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without the prior written consent of the DEPARTMENT.

4 – TERMINATION OR SUSPENSION OF PROJECT:

A. The DEPARTMENT may, by written notice to the COUNTY, suspend any or all of the DEPARTMENT'S obligations under this AGREEMENT for the COUNTY'S failure to comply with applicable laws or the terms of this AGREEMENT until such time as the event or condition resulting in such suspension has ceased or been corrected. The

DEPARTMENT may also terminate this AGREEMENT, in whole or in part, at any time the interest of the DEPARTMENT requires such termination.

1. If the DEPARTMENT terminates this AGREEMENT, the DEPARTMENT shall notify the COUNTY of such termination in writing within thirty (30) days of the DEPARTMENT'S determination to terminate this AGREEMENT, with instructions as to the effective date of termination or to specify the stage of work at which the AGREEMENT is to be terminated.

2. The Parties may also terminate this AGREEMENT when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

3. If this AGREEMENT is terminated before performance is completed, the COUNTY shall be reimbursed only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this AGREEMENT. All work in progress on the DEPARTMENT right-of-way will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

4. Upon termination of this AGREEMENT, the COUNTY shall, within thirty (30) days, refund to the DEPARTMENT any funds determined by the DEPARTMENT to have been expended in violation of this AGREEMENT.

5 – PROJECT COST:

A. The estimated cost of the PROJECT is **$225,748.00.**

B. The DEPARTMENT agrees to reimburse the COUNTY for the actual costs of the PROJECT in an amount up to but not to exceed **TWO HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED FORTY-EIGHT AND 00/100 DOLLARS ($225,748.00)**. The method of compensation is more fully described in Exhibit "B" – Method of Compensation, attached hereto and made a part hereof. The COUNTY agrees to bear all expenses in excess of the aforementioned amount, including any cost overruns or deficits incurred in connection with completion of the PROJECT.

6 – COMPENSATION AND PAYMENT:

A. The DEPARTMENT shall reimburse the COUNTY for actual costs of the PROJECT, as further described in Exhibit "A".

B. The COUNTY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The PROJECT and the

quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".6

C. Invoices shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable, and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the DEPARTMENT'S Project Manager prior to payments. Requests for reimbursements by the COUNTY shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the DEPARTMENT. The COUNTY shall use the format for the invoice and progress report that is approved by the DEPARTMENT.

D. Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Attachment "F" – Contract Payment Requirements.

E. There shall be no reimbursement for travel expenses under this AGREEMENT.

F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the DEPARTMENT'S Comptroller under Section 334.044(29), Florida Statutes. If the DEPARTMENT determines that the performance of the COUNTY is unsatisfactory, the DEPARTMENT shall notify the COUNTY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The COUNTY shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the COUNTY will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the COUNTY will not be reimbursed to the extent of the non-performance. The COUNTY will not be reimbursed until the COUNTY resolves the deficiency. If the deficiency is subsequently resolved, the COUNTY may bill the DEPARTMENT for the unpaid reimbursement request(s) during the next billing period. If the COUNTY is unable to resolve the deficiency, the funds shall be forfeited at the end of the AGREEMENT'S term.

G. The COUNTY should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days from the DEPARTMENT'S receipt of the invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables

and costs incurred are received, inspected, and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the COUNTY. Interest penalties of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices that have to be returned to the COUNTY because of COUNTY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the COUNTY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

I. The COUNTY shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this AGREEMENT shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this AGREEMENT and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the COUNTY'S general accounting records and the PROJECT records, together with supporting documents and records, of the contractor and all subcontractors performing work on the PROJECT, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

J. Upon request, the COUNTY agrees to provide progress reports to the DEPARTMENT in the standard format used by the DEPARTMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the PROJECT and of details thereof.

K. If, after completion of the PROJECT, any claim is made by the DEPARTMENT resulting from an audit or for work or services performed pursuant to this AGREEMENT, the DEPARTMENT may offset such amount from payments due for work or services done under any agreement which it has with the COUNTY owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the DEPARTMENT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the DEPARTMENT.

L. The COUNTY must submit the final invoice on the PROJECT to the DEPARTMENT within one hundred twenty (120) days after completion of the PROJECT. Invoices submitted after the 120-day time period may not be paid.

M. In the event this AGREEMENT is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

N. The DEPARTMENT'S obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

O. This AGREEMENT does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

P. Any PROJECT funds made available by the DEPARTMENT pursuant to this AGREEMENT which are determined by the DEPARTMENT to have been expended by the COUNTY in violation of this AGREEMENT or any other applicable law or regulation, shall be promptly refunded in full to the DEPARTMENT. Acceptance by the DEPARTMENT of any documentation or certifications, mandatory or otherwise permitted, that the COUNTY files shall not constitute a waiver of the DEPARTMENT'S rights as the funding agency to verify all information at a later date by audit or investigation.

Q. In determining the amount of the payment, the DEPARTMENT will exclude all costs incurred by the COUNTY prior to the execution of this AGREEMENT, costs incurred after the expiration of this AGREEMENT, costs which are not provided for as described in this AGREEMENT, costs agreed to be borne by the COUNTY or its contractors and subcontractors for not meeting the terms of this AGREEMENT, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the DEPARTMENT.

7 – GENERAL REQUIREMENTS:

A. The COUNTY shall complete the PROJECT with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this AGREEMENT and all applicable laws.

B. The COUNTY shall comply and require its contractors and subcontractors to comply with all terms and conditions of this AGREEMENT and all federal, state, and local laws and regulations applicable to the PROJECT.

C. The COUNTY shall have the sole responsibility for resolving claims and requests for additional work for the PROJECT by the COUNTY'S contractors and consultants. No funds will be provided for payment of claims or additional work on the PROJECT under this AGREEMENT without the prior written approval of the claim or request for additional work by the DEPARTMENT.

D. The COUNTY shall notify the DEPARTMENT in writing upon completion of the PROJECT, the form of which is attached hereto as Exhibit "C" – Notice of Completion.

E. The COUNTY:

1. 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 COUNTY during the term of the AGREEMENT; and

2. Shall expressly require any subcontractors performing work or providing services pursuant to the AGREEMENT 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 term of the AGREEMENT.

F. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this AGREEMENT. Specifically, if the COUNTY is acting on behalf of a public agency, the COUNTY shall:

1. Keep and maintain public records required by the DEPARTMENT to perform the service.

2. Upon request from the DEPARTMENT'S custodian of public records, provide the DEPARTMENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. 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 AGREEMENT'S term and following completion of the AGREEMENT if the COUNTY does not transfer the records to the DEPARTMENT.

4. Upon completion of the AGREEMENT, transfer, at no cost, to the DEPARTMENT all public records in possession of the COUNTY or keep and maintain public records required by the DEPARTMENT to perform the service. If the COUNTY transfers all public records to the DEPARTMENT upon

completion of the AGREEMENT, the COUNTY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the COUNTY keeps and maintains public records upon completion of the AGREEMENT, the COUNTY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from DEPARTMENT'S custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.

G. IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 3
850-330-1391
D3prcustodian@dot.state.fl.us
Florida Department of Transportation
District 3 – Office of General Counsel
1074 Highway 90 East
Chipley, FL 32428

H. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this AGREEMENT by the DEPARTMENT. The COUNTY shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the COUNTY and shall promptly provide the DEPARTMENT a copy of the COUNTY'S response to each such request.

8 – CONTRACTS OF THE COUNTY:

A. The DEPARTMENT has the right to review and approve any and all third party contracts with respect to the PROJECT before the COUNTY executes any contract or obligates itself in any manner requiring the disbursement of DEPARTMENT funds under this AGREEMENT, including consultant or construction contracts or amendments thereto. If the DEPARTMENT exercises this right and the COUNTY fails to obtain such approval, the DEPARTMENT may deny payment to the COUNTY. The DEPARTMENT may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

B. It is understood and agreed by the Parties that participation by the DEPARTMENT in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs

exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the COUNTY complying in full with the provisions of Chapter 287.057, Florida Statutes. The COUNTY shall certify to the DEPARTMENT that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057, Florida Statutes. It shall be the sole responsibility of the COUNTY to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the maximum participation amount in this AGREEMENT must be approved by the DEPARTMENT prior to COUNTY execution. Failure to obtain such approval, and subsequent execution of an amendment to the AGREEMENT, if required, shall be sufficient cause for nonpayment by the DEPARTMENT.

C. Participation by the DEPARTMENT in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the COUNTY'S complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the COUNTY shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

D. If the PROJECT is procured pursuant to Chapter 255 for construction services and at the time of competitive solicitation for the PROJECT, 50 percent or more of the cost of the PROJECT is to be paid from state-appropriated funds, then the COUNTY must comply with the requirements of Section 255.0991, Florida Statutes.

E. The COUNTY agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

9 – CONSTRUCTION STANDARDS AND REQUIRED APPROVALS:

A. In the event the PROJECT includes construction, the following provisions are incorporated into this AGREEMENT:

1. The COUNTY is responsible for obtaining any and all permits necessary for the PROJECT.

2. In the event the PROJECT involves construction on the DEPARTMENT'S right-of-way, the COUNTY shall provide the DEPARTMENT with written notification of either its intent to:

i. Award the construction of the PROJECT to a DEPARTMENT prequalified contractor which is the lowest and best bidder in accordance

with the applicable state and federal statutes, rules, and regulations. The COUNTY shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the PROJECT utilizing existing COUNTY employees, if the COUNTY can complete said PROJECT within the time frame set forth in this AGREEMENT. The COUNTY'S use of this option is subject to approval by the DEPARTMENT.

3. The COUNTY shall utilize a qualified contractor to perform the construction work for the PROJECT. In doing so, the COUNTY shall either hire a qualified contractor using the COUNTY'S normal bid procedures, or utilize a qualified contractor under one of its existing signalization contracts, whichever is deemed most appropriate (PD 16-17.083 Signal Response Maintenance or PD 15-16.090 Traffic Signal Construction).

4. The COUNTY is responsible for provision of Construction Engineering Inspection (CEI) services. The COUNTY may either utilize in-house CEI services, or hire a qualified consultant for CEI services. If the COUNTY elects to hire, the DEPARTMENT reserves the right to require the COUNTY to hire a DEPARTMENT pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the PROJECT meets the minimum construction standards established by DEPARTMENT. The DEPARTMENT shall have the right to approve the CEI firm. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the PROJECT. Subject to the approval of the DEPARTMENT, the COUNTY may choose to satisfy the requirements set forth in this paragraph by either hiring a DEPARTMENT prequalified consultant firm or utilizing COUNTY staff that meet the requirements of this paragraph, or a combination thereof.

5. The COUNTY shall adhere to the DEPARTMENT'S Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

6. The COUNTY shall require the COUNTY'S contractor to post a payment and performance bond in accordance with applicable law.

7. The COUNTY shall be responsible to ensure that the construction work under this AGREEMENT is performed in accordance with the approved construction documents, and that it will meet all applicable COUNTY and DEPARTMENT standards.

10 – MAINTENANCE OBLIGATIONS:

A. The COUNTY agrees to maintain the PROJECT in accordance with the terms of the existing Traffic Signal Maintenance and Compensation Agreement between the Parties.

11 – RESTRICTIONS, PROHIBITIONS, CONTROLS AND LABOR PROVISIONS:

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

C. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the DEPARTMENT to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the COUNTY.

D. No funds received pursuant to this AGREEMENT may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

E. The DEPARTMENT shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this AGREEMENT.

12 – INDEMNIFICATION AND INSURANCE:

A. It is not intended by any of the provisions of any part of this AGREEMENT to create in the public or any member thereof, a third party beneficiary under this AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal

injuries or property damage pursuant to the terms or provisions of this AGREEMENT. The COUNTY guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the COUNTY or any subcontractor, in connection with this AGREEMENT. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the COUNTY agrees to indemnify and hold harmless the DEPARTMENT, including the DEPARTMENT'S 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 COUNTY and persons employed or utilized by the COUNTY in the performance of this AGREEMENT. This indemnification shall survive the termination of this AGREEMENT. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the COUNTY'S sovereign immunity. Additionally, the COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this AGREEMENT:

> "To the fullest extent permitted by law, the COUNTY'S contractor/consultant shall indemnify and hold harmless the COUNTY and the State of Florida, Department of Transportation, including the DEPARTMENT'S 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 or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.
>
> This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the COUNTY'S sovereign immunity."

B. The COUNTY shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

C. If the COUNTY elects to self-perform the PROJECT, and such self-performance is approved by the DEPARTMENT in accordance with the terms of this AGREEMENT,

the COUNTY may self-insure and proof of self-insurance shall be provided to the DEPARTMENT. If the COUNTY elects to hire a contractor or consultant to perform the PROJECT, then the COUNTY shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the AGREEMENT. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The COUNTY shall, or cause its contractor to cause the DEPARTMENT to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the DEPARTMENT as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the AGREEMENT, and may not be shared with or diminished by claims unrelated to the AGREEMENT. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the COUNTY is a state agency or subdivision of the State of Florida that elects to self-perform the PROJECT. Prior to the execution of the AGREEMENT, and at all renewal periods which occur prior to final acceptance of the work, the DEPARTMENT shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The DEPARTMENT shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The DEPARTMENT'S approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the DEPARTMENT may have.

D. When the AGREEMENT includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the COUNTY shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the

DEPARTMENT as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the AGREEMENT, and at all renewal periods which occur prior to final acceptance of the work, both the DEPARTMENT and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the DEPARTMENT and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The DEPARTMENT'S approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the DEPARTMENT may have.

E. When the AGREEMENT involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the DEPARTMENT as an Additional Insured on the Commercial General Liability policy/ies procured above.

13 – MISCELLANEOUS:

A. In no event shall any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist on the part of the COUNTY and the making of such payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

C. The Parties agree that the COUNTY, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the DEPARTMENT as a result of this AGREEMENT.

D. By execution of this AGREEMENT, the COUNTY represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

E. Nothing in this AGREEMENT shall require the COUNTY to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the AGREEMENT violate any applicable state law, the COUNTY will at once notify the DEPARTMENT in writing in order that appropriate changes and modifications may be made by the Parties to the end that the COUNTY may proceed as soon as possible with the PROJECT.

F. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same AGREEMENT. A facsimile or electronic transmission of this AGREEMENT with a signature on behalf of a Party will be legal and binding on such Party.

G. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether written or oral. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

H. The DEPARTMENT reserves the right to unilaterally terminate this Agreement for failure by the COUNTY to comply with the provisions of Chapter 119, Florida Statutes.

I. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of this AGREEMENT and Florida law, the laws of Florida shall prevail. The COUNTY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this AGREEMENT is decided.

J. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following addresses:

FOR THE DEPARTMENT:

Florida Department of Transportation
District Traffic Operations Office
Attn: Kenneth Shiver, District Traffic Systems Specialist
1074 Highway 90 East
Chipley, Florida 32428

FOR THE COUNTY:

Escambia County
Attn: Joy Jones, P.E., Public Works Director & County Engineer
3363 West Park Place
Pensacola, Florida 32505

The remainder of this page intentionally left blank

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT on the dates set forth below.

ESCAMBIA COUNTY

By: _____
Name: Jeff Bergosh
Title: Chairman

BCC Approved: 5/17/2018

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

Date Executed
5/17/2018

LEGAL REVIEW:

By: _____
Approved as to form and legal sufficiency.
By/Title:
Date: 5/2/18

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Name: Phillip Gainer
Title: District Secretary

Date: 6/15/18

ATTEST:

By: _____
Krissy Cook
Executive Secretary (Seal)

LEGAL REVIEW:

By: _____
Office of the General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

Traffic Signal Video Detection Upgrade

Project Summary:

This PROJECT is part of the Transportation Systems Management (TSM) Plan for Escambia County. The existing traffic signal detection has become obsolete due to end-of-life cycle and requires upgrading. The COUNTY has requested this PROJECT through the Florida-Alabama Transportation Planning Organization (TPO).

The COUNTY has identified nine (9) signalized intersections that are in need of upgrading and that are located on the State Highway System which are currently compensated on the existing Traffic Signal Maintenance and Compensation Agreement (TSMCA) under DEPARTMENT contract number ARX19.

Scope of Services/Deliverables:

The Scope of Services for this AGREEMENT includes procurement, removal of old traffic signal detection equipment, and the installation of new traffic signal video detection equipment. The new equipment to be purchased must be listed on the Department's Approved Product List (APL) and be compatible with the existing traffic signal controller equipment.

A breakdown of the nine (9) traffic signalized intersections located on the State Highway System requiring upgrades are listed below:

1. Brent Lane at PCC Entrance	2. Brent Lane at Rawson Lane
3. Brent Lane at SB I-110 Off Ramp	4. Brent Lane at NB I-110 Off Ramp
5. Brent Lane at Davis Highway	6. Airport Blvd. at SB I-110 Off Ramp
7. Airport Blvd. at NB I-110 Off Ramp	8. Fairfield Drive at Palafox Street
9. Fairfield Drive at ~~Pace~~ Texar Drive Blvd.	

*Revised 02/11/18

The available funding under this AGREEMENT is to be used to complete any and all work, labor, materials and equipment necessary removal of old traffic signal detection equipment, and the installation of new traffic signal video detection equipment. It is recommended that the COUNTY

coordinate with the selected video detection vendor to ensure that video detection cameras are installed per the manufacturer's recommendation (specific to each intersection) to limit potential video detection malfunctions such as shadowing and occlusion anomalies.

Benefits of Deployment:

Replacing obsolete equipment will improve the maintenance process and operations of the signal system. The equipment provided will improve travel time reliability through increased equipment uptime and reduced maintenance events caused by old technology. The current generation video detection technology is much more resistant to anomalies such as shadowing and occlusions.

EXHIBIT "B"

METHOD OF COMPENSATION

For satisfactory completion of all services detailed in Exhibit "A" (Scope of Services) of this AGREEMENT, The DEPARTMENT shall reimburse the COUNTY for actual costs of the PROJECT incurred by the COUNTY, excluding any overhead, in an amount up to but not to exceed TWO HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED FORTY-EIGHT AND 00/100 DOLLARS **($225,748.00)**. The number of traffic signal video detection systems to be replaced is shown in Exhibit "A", Scope of Services. The type of video detection system to be installed at locations on state highway systems shall be determined by the compatibility of the video detection system to the COUNTY's existing infrastructure and shall be listed on the DEPARTMENT'S Approved Product List (APL). Invoices and other backup documentation shall be clearly associated with the goal of procuring and installing traffic signal video detection equipment for use by the COUNTY on the State Highway System as stated in this AGREEMENT. Utilization of funding for the intended purpose under the terms of this AGREEMENT shall be plainly evident, otherwise the COUNTY should seek advance approval from the DEPARTMENT prior to expenditure of the funds. The DEPARTMENT, in some cases, may require a memorandum of justification or clarification from the COUNTY as backup for certain expenditures reimbursable under the terms of this AGREEMENT.

The COUNTY may receive progress payments up to the DEPARTMENT's participation limit for deliverables based on documentation of invoice(s) from vendor, approved and accepted to the satisfaction of the DEPARTMENT, and when properly supported by detailed backup documentation with acceptable evidence of payment. The final balance due under this AGREEMENT will be reimbursed upon the completion of all PROJECT services, receipt of final cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

EXHIBIT "C"

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ESCAMBIA COUNTY

PROJECT DESCRIPTION: Video Detection Upgrade on State Highway System

FINANCIAL PROJECT ID NUMBER: 438150-1-58-01

In accordance with the terms and conditions of the AGREEMENT, the undersigned hereby provides notification that the work authorized by this AGREEMENT is complete as of ____ day of _____, 201__ and all terms and conditions of any utility permits associated with closing out the permits have bene met.

By: _____

Name: _____

Title: _____

EXHIBIT "D"

ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSION RESOLUTION

Escambia County
Clerk's Original

5/17/2018 CAR II-13

RESOLUTION R2018-47

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING A JOINT PARTICIPATION AGREEMENT (JPA) WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE REMOVAL AND REPLACEMENT OF EXISTING TRAFFIC SIGNAL DETECTION SYSTEMS ON THE STATE HIGHWAY SYSTEM (FPN 438150-1-58-01); AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (hereinafter referred to as the "Department") has agreed to contribute funding, by way of a Joint Participation Agreement (JPA) to remove and replace existing traffic signal detection systems with new traffic signal video detection equipment at approximately nine locations on the State Highway System, FPN: 438150-1-58-01, (hereinafter referred to as the "Project"); and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted work program; and

WHEREAS, the Department is prepared to reimburse Escambia County for the actual costs of the Project in an amount not to exceed $225,748.00 which has been allocated in the fiscal year 2018; and

WHEREAS, the implementation of the Project is in the best interest of both parties and it would be most practical, expeditious, and economical for Escambia County to perform services to complete the Project.

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

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners hereby approves the Joint Participation Agreement and instructs its staff to coordinate and cooperate with the Department on this Project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Joint Participation Agreement between the Department and Escambia County.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 17th day of May 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/30/18

Date: 5/21/2018 Verified By: D. Miller

ATTACHMENT F

CONTRACT PAYMENT REQUIREMENTS

Florida Department of Financial Services, Reference Guide for State Expenditures

Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel (not authorized in this AGREEMENT): Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible

personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14704 **County Administrator's Report 10. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018
Issue: Contract Award for Dredging of Lafitte Cove Canal
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for the Dredging of Lafitte Cove Canal - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Coastal Reef Builders, Inc., for an indefinite quantity and indefinite delivery contract, per the terms and conditions of PD 17-18.072, for Dredging of Lafitte Cove Canal, in the amount of $65,000.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211602, Object Code 54601]

BACKGROUND:

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on July 23, 2018. A non-mandatory pre-solicitation conference was held on July 30, 2018. One firm was represented at that meeting. Bids were received from four firms on August 13, 2018. Coastal Reef Builders, Inc. is the lowest most responsive and responsible bidder.

The County receives a reimbursement of $65,000 annually from the Santa Rosa Island Authority for the routine maintenance dredging of the entrance of Lafitte Cove Canal.

BUDGETARY IMPACT:

Funding: Fund 175, Transportation Trust Fund, Cost Center 211602, Object Code 54601

The County receives a reimbursement of $65,000 annually from the Santa Rosa Island Authority for the routine maintenance dredging of the entrance of Lafitte

Cove Canal.

LEGAL CONSIDERATIONS/SIGN-OFF:

The agreement was prepared by Kristin D. Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement and Purchase Order.

Attachments

Agreement with Exhibits

Public Notice of Recommended Award

AGREEMENT FOR DREDGING OF LAFITTE COVE CANAL (PD #17-18.072)

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Coastal Reef Builders, Inc. (hereinafter referred to as "Contractor"), a Florida corporation authorized to conduct business in the State of Florida, FEI/EIN 59-3375830, whose principal address is 804 Lakewood Road, Pensacola, FL 32507.

WITNESSETH:

WHEREAS, on July 23, 2018, the County issued an Invitation to Bid (PD #17-18.072) seeking the services of a qualified contractor to perform dredging at the entryway to Lafitte Cove Canal; and

WHEREAS, Contractor submitted a bid demonstrating that the Contractor was the most responsive and responsible bidder qualified to perform such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. Following execution by both parties, the term of this Agreement will commence upon October 1, 2018, and continue for a period of twelve (12) months. Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional twelve (12) month terms. The total duration of this Agreement shall not exceed thirty-six (36) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bid, Dredging of Lafitte Cove Canal, Specification No. P.D. 17-18.072*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor in accordance with Contractor's Bid Form, attached hereto as **Exhibit B**.

5. Purchase Orders. The County shall issue written purchase orders for services to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only services ordered pursuant to a purchase order may be compensated.

6. Method of Payment. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated by the Contractor for cause upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

a) Commercial General Liability- Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

b) Watercraft Liability Coverage- Because the contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired. Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering watercraft liability or protection and indemnity.

c) Pollution/Environmental Impairment Liability Coverage- Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

d) Florida statutory Workers' Compensation insurance- The Workers' Compensation policy is to be endorsed, or a separate policy purchased, to include United States Longshoreman and Harborworkers Act coverage and Jones Act coverage. In lieu of Jones Act coverage, Contractor may provide Marine Protection and Indemnity coverage with crew endorsement.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Coastal Reef Builders, Inc.
Attention: Kenneth D. Minnick
804 Lakewood Road
Pensacola, Florida 32507

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue will be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor will not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including, but not limited to, those dealing with taxation, worker's compensation, equal employment, and safety.

16. Permits, License and Taxes. The County shall pay for and procure the required permits from the Florida Department of Environmental Protection and the Army Corps of Engineers. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses

necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. Contractor shall also pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

17. Assignment. This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

18. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

19. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

20. Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural includes the singular. References to statutes or regulations will include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons will include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

(b) This Agreement will not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

21. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement will be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

22. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: _____

BCC Approved: _____

CONTRACTOR:
COASTAL REEF BUILDERS, INC.

ATTEST:

By: _____
Kenneth D. Minnick, President

_____
Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/24/18

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

Dredging of Lafitte Cove Canal
Specification Number PD 17-18.072

BIDS WILL BE RECEIVED UNTIL 10:30 a.m. CDT, August 13, 2018
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:30 a.m. CDT, July 30, 2018**

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven Barry
Grover C. Robinson, IV
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Emily D. Weddington, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4987
E-Mail: edweddington@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

EXHIBIT
tabbies
A

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.072, "Dredging of Lafitte Cove Canal", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **SCOPE OF WORK (See Exhibit A)**

3. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. **Bonds**

Performance and Payment Bonds
The County **shall** require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

5. **Procurement Questions**

Questions may be directed to Emily D. Weddington, CPPB, Purchasing Coordinator, at edweddington@myescambia.com. Last day for questions will be August 3, 2018 at 5:00 p.m. CDT.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. Pre-Solicitation Conference

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, FL 32502 in Conference Room #11.407 on July 30, 2018 at 10:30 a.m. CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

8. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the

toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

14. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

30. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

31. Protection of Property/Security

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

32. Emergency Services

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

33. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the bid form(s) to the best of our knowledge.

35. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

37. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for two additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

47. Licenses, Certifications, Registrations

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

49. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

50. Award

Award shall be made on an "all-or-none total" basis.

53. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Non-Contract Insurance Requirements

57. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

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

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

United States Longshoremen and Harborworkers Act Coverage

The worker's compensation policy is to be endorsed, or a separate policy purchased, to include United States Longshoremen and Harborworker's Act coverage for exposures, which may arise from this agreement or contract.

General, Watercraft and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and watercraft policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises,

operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Marine Protection and Indemnity (P & I) policy

The contractor shall purchase Marine Protection and Indemnity (P & I) with endorsement for collision and towing.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Watercraft Liability Coverage

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

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering watercraft liability or protection and indemnity.

Pollution/Environmental Impairment Liability Coverage

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

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior

to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and watercraft liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Emily D. Weddington, CPPB, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

59. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any

insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Scope of Work
Dredging of Lafitte Cove Canal
Pensacola Beach, FL

I. Purpose

Escambia County is seeking the services of a licensed marine contractor with dredging experience to dredge the entryway of Lafitte Cove Canal. The contractor is to mechanically dredge up to 1200 cubic yards of material, but no more than absolutely necessary, for vessels to adequately navigate the canal entryway, within the permitted 50' x 95' area to -5.0 Mean Low Water at the entrance of Lafitte Cove Canal (See attached ACOE permit for exact dredge area). The estimated amount per dredge is approximately 500 cubic yards. The dredged material is to be transported to an upland site located south of the Pensacola Beach Blvd. Water Towers (See attached Dredge Site and Dredge Transport Site Maps). With County approval, the contractor is to dredge the canal entryway within the permitted area a maximum of three times per year (4 month intervals). The months in which to dredge will be determined at time of contractor selection; however, the anticipated months are February, June, and October of each year within the contractual length of service.

II. Description of Work Activities

The contractor shall perform the following activities:

Permitting – The contractor shall verify that all required permits are active, and if permits need attention, then the contractor shall address accordingly. See permits attached herein.

Dredging – The contractor is to mechanically dredge up to 1200 cubic yards of material, but no more than absolutely necessary for vessels to adequately navigate the canal entryway, within the permitted 50' x 95' area to -5.0 Mean Low Water at the entrance of Lafitte Cove Canal three times per year. The contractor is to contact the County Project Manager (PM) no less than 10 calendar days prior to beginning work for formal, written approval.

Transport and Discharge – The contractor is to transport and discharge the dredged materials to the pre-determined upland discharge site (vacant parcel south of the existing Pensacola Beach Water Towers located on the east side of the Little Sabine Inlet).

Invoicing – As stated above, the contractor is to receive written approval from the County PM prior to conducting each dredging activity, list the days for which the dredging is to occur, perform the work, and then submit an accurate invoice to the County PM for payment of work completed.

III. Length of Services

Services to be rendered by the contractor, as herein described, will commence immediately upon receiving the Notice to Proceed (NTP) from the County. The contract will be established for one year from the NTP issuance date, with an option to renew for two additional one year periods.

Lafitte Cove Canal Dredge Site

Printed:Feb 09, 2015

N
W E
S

Dredge Material Transport Site

ESCAMBIA COUNTY FLORIDA

Printed:Feb 09, 2015

Attachment A

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
PENSACOLA REGULATORY OFFICE
41 NORTH JEFFERSON STREET, SUITE 301
PENSACOLA, FLORIDA 32502

REPLY TO
ATTENTION OF

July 19, 2018

Regulatory Division
North Permits Branch
Pensacola Permits Section
SAJ-2015-00600 (NW-HMM)

Escambia County Public Works Department
c/o David Forte
3363 West Park Place
Pensacola, FL 32505

Dear Mr. Forte:

Your application for a Department of the Army permit has been assigned number SAJ-2015-00600 (NW-HMM). A review of the information and drawings provided shows the proposed work is to maintenance dredge approximately 1200 cubic yards of material from a 50' x 90' area to -5 mean low water at the entrance of Lafitte Cove Canal. The dredged material will be placed a self-contained upland dredged material disposal cell with no return water to waters of the United States. The project is located at the Lafitte Cove Canal entrance (adjacent to 230 Le Starboard Drive) on Pensacola Beach, in Santa Rosa Sound, Latitude 30.328938° North, Longitude 87.166650° West, in Section 00, Township 03 South, Range 29 West, in Escambia County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) Number 35. In addition, project specific conditions have been enclosed. This verification is valid until **March 18, 2022**. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit. Please access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Internet page to access Internet links to view the Final Nationwide Permits, Federal Register Vol. 82, dated January 6, 2017, specifically pages 1983 to 2008, and the table of Regional Conditions. The Internet page address is:

http://www.saj.usace.army.mil/Missions/Regulatory.aspx

Please be aware this internet address is case sensitive and should be entered as it appears above. Once there you will need to click on "Source Book"; and, then click on "Nationwide Permits." These files contain the description of the Nationwide Permit authorization, the Nationwide Permit general conditions, and the regional conditions, which apply specifically to this verification for this NWP. Enclosed is a list of the six General Conditions, which apply to all Department of the Army authorizations. You must comply with all of the special and general conditions and any project specific condition of this authorization or you may be subject to enforcement action. In the event you have not

completed construction of your project within the specified time limit, a separate application or re-verification may be required.
The following special conditions are included with this verification:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to the following address:

   a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 41 North Jefferson St., Suite 301, Pensacola, FL 32502.

   b. For electronic mail: SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2015-00600 (NW-HMM), on all submittals.

2. **Commencement Notification:** Within 10 days from the date of initiating the authorized work, the permittee shall provide to the Corps a written notification of the date of commencement of work authorized by this permit.

3. **Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

4. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

5. **Dredge Area:** The area to be dredged shall not exceed the dimensions and depths indicated on the permit drawings.

6. **Dredge Method:** This verification applies only to mechanical and hydraulic dredging activities, it does not authorize hopper dredging.

7. **Dredged Material Disposal:** The material shall be mechanically dredged and placed in a self-contained, upland disposal site located adjacent to the entrance to Little Sabine on Pensacola Beach, as detailed on the attached drawings. The Permittee shall install erosion control measures along the perimeter of the upland disposal site and maintain the upland disposal site to prevent the discharge of dredged material and associated effluent into waters of the United States.

8. **Dredged Material Disposal:** All dredged material must be placed in an Corps-verified upland disposal site, EPA or Corps designated open water disposal site, Corps Dredged Material Management Area, or Corps-approved beneficial use sites for mitigation or restoration, as long as it meets the following:

   a. The disposal sites shall employ erosion control measures such as upland erosion control, such as filtration or berms, or in-water turbidity curtains.

   b. Handling and storage of dredged material must be completed in a manner that prevents sedimentation, erosion, and turbidity during dewatering, overflow, transferring, and storage of the dredged material. For example, the overwater transfer of dredge material should either contain the dredged material and any water to prevent sedimentation or employ other methods, such as turbidity curtains in the marine environment, to ensure that any turbidity generated as the water is returned to the marine environment is contained. If the applicant conducts sediment testing voluntarily or in compliance with other law, and such testing indicates high levels of contaminants in the sediments to be dredged, water from dewatering should not be released back into the marine environment.

9. **Daylight Hours:** All activities must be completed during daylight hours.

10. **Project Design Criteria (PDCs) for In-Water Activities:** The Permittee shall comply with National Marine Fisheries Service's "PDCs for In-Water Activities" dated November 20, 2017 (Attached).

11. **Manatee Conditions:** The Permittee shall comply with the attached "Standard Manatee Conditions for In-Water Work – 2011".

12. **Sea Turtle and Smalltooth Sawfish Conditions:** The Permittee shall comply with the attached National Marine Fisheries Service's "Sea Turtle and Smalltooth Sawfish Construction Conditions" dated March 23, 2006.

13. **Eastern Indigo Snake Protection Measures and Inspection:** Permittee shall comply with U.S. Fish and Wildlife Service's "Standard Protection Measures for the Eastern Indigo Snake" dated August 12, 2013, which can be found at https://www.fws.gov/northflorida/IndigoSnakes/20130812_Eastern_indigo_snake_Standard_Protection_Measures.htm. All gopher tortoise burrows, active or inactive, shall be evacuated prior to site manipulation in the vicinity of the burrow. If excavating potentially occupied burrows, active or inactive, individuals must first obtain state authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall minimize the potential for injury of an indigo snake. The Permittee shall follow the excavation guidance provided in the most current FWC Gopher Tortoise Permitting Guidelines found at http://myfwc.com/gophertortoise. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refugia other than gopher tortoise burrows shall be inspected each morning before planned site manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.

14. No building or fill materials, tools or other equipment shall be stockpiled within the waters of the United States.

15. All contractors involved in this permitted activity shall be provided copies of this permit in its entirety. A copy shall remain on site at all times during construction.

16. **Agency Changes/Approvals:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Pensacola Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.

17. **Cultural Resources/Historic Properties:**

    a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.

    b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

    c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

    d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced NWP, please contact me by the letterhead address, by email at Holly.M.Millsap@usace.army.mil or by telephone at 850-470-9823.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Sincerely,

Holly Millsap
Project Manager

Enclosures:
Permit Drawings
General Conditions
Sea Turtle/Smalltooth Sawfish Conditions
Manatee Conditions
PDC's for In-Water Activities
Self-Certification Statement of Compliance
Department of the Army Permit Transfer Request

Copy/ies Furnished:
Biome Consulting Group, Agent
CESAJ-RD-SE

EXHIBIT 1
SITE LOCATION MAP
PENSACOLA BEACH
LAFITTE COVE
ESCAMBIA COUNTY

LEGEND

CANAL

SPOIL

7/19/2018

AUTHOR: SFH

THIS IS NOT A SURVEY

N W E S

0 0.15 0.3 Miles

biome Consulting Group
1300 West Government St. Pensacola, Fl. 32502
850.435.9367 www.biome.co

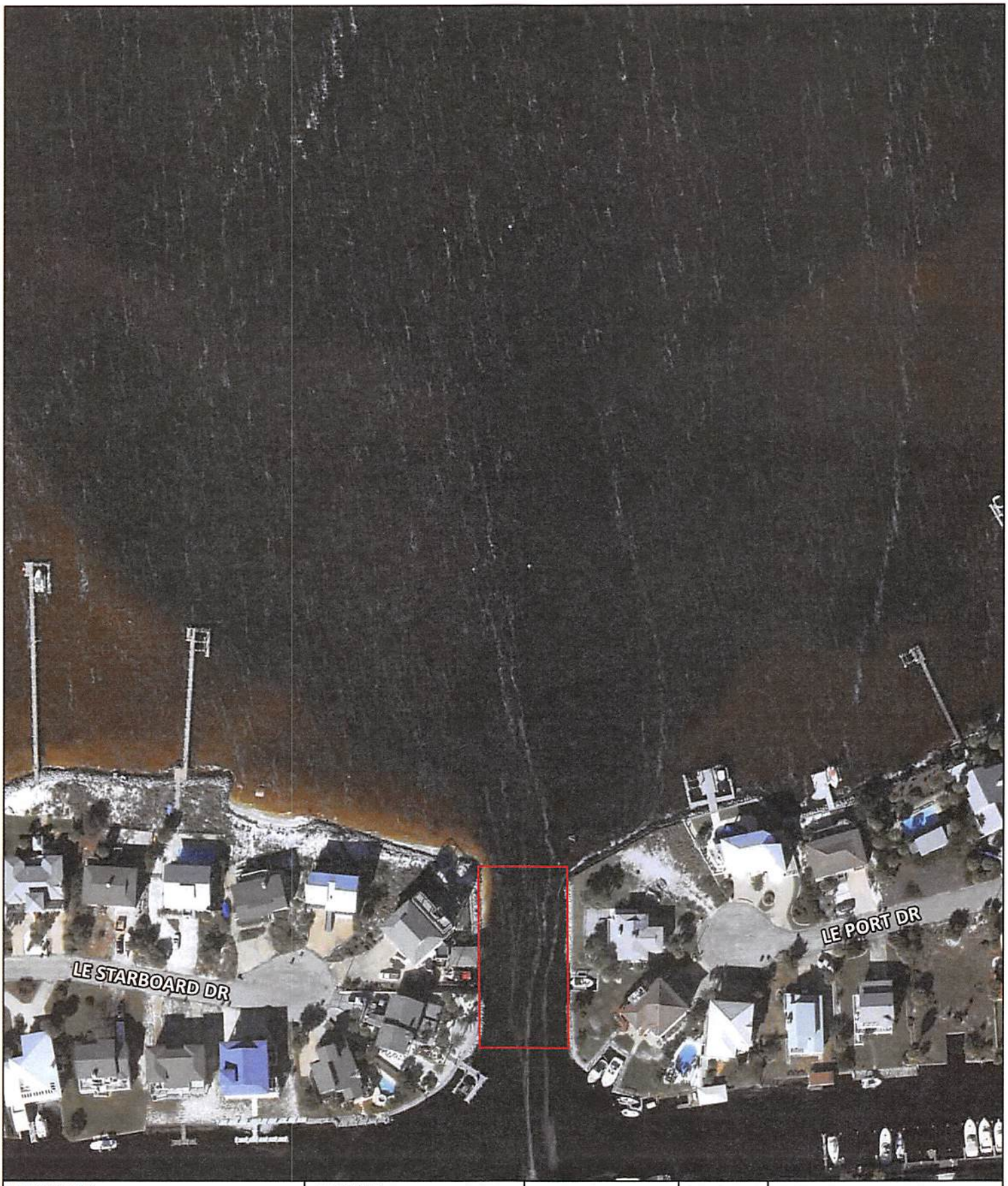


EXHIBIT 3
2016 AERIAL IMAGERY
PENSACOLA BEACH
LAFITTE COVE
ESCAMBIA COUNTY

LEGEND

CANAL

4/16/2018

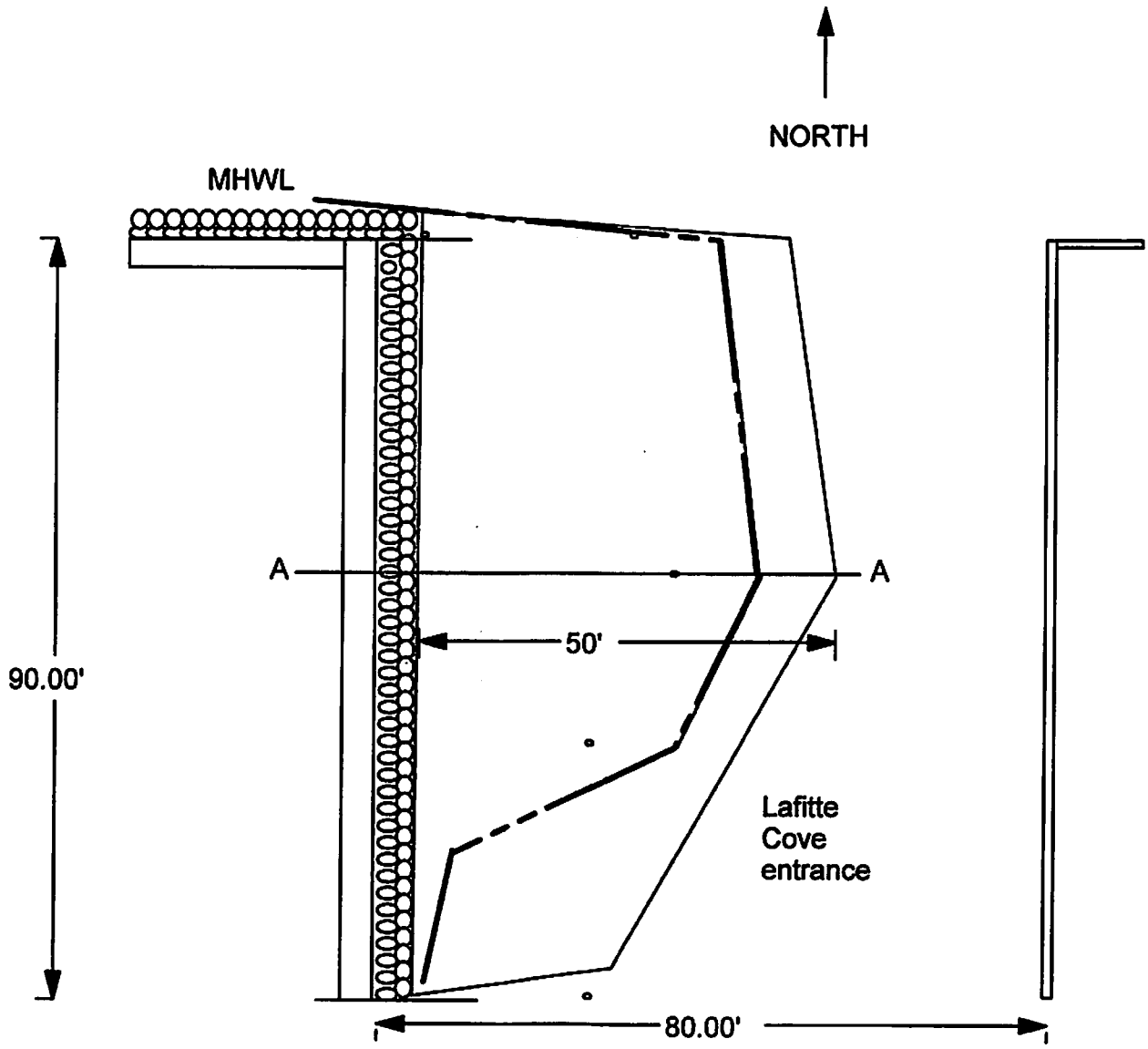
AUTHOR: JLH

THIS IS NOT A SURVEY

N
W E
S

0 62.5 125 Feet

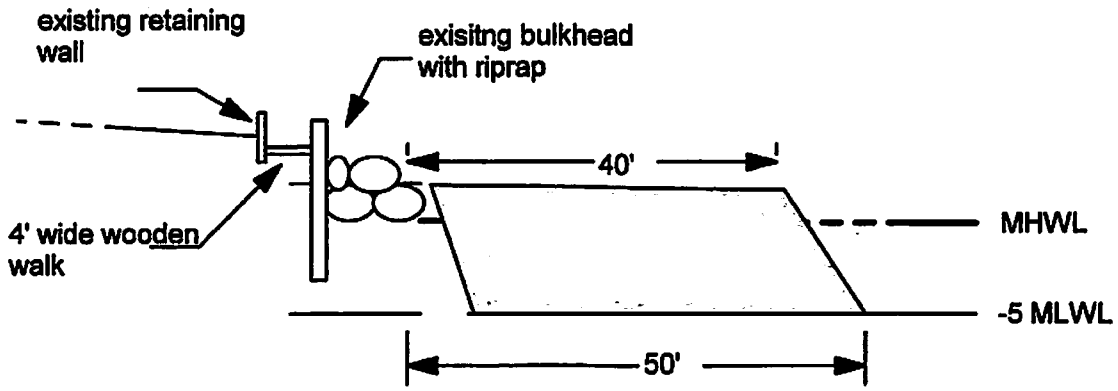
biome
Consulting Group
1300 West Government St. Pensacola, Fl. 32502
850.435.9367 www.biome.co



Dredge Area up to
1200 cubic yards

Lafitte Cove
Escambia County
Manmade Canal
4/17/2018

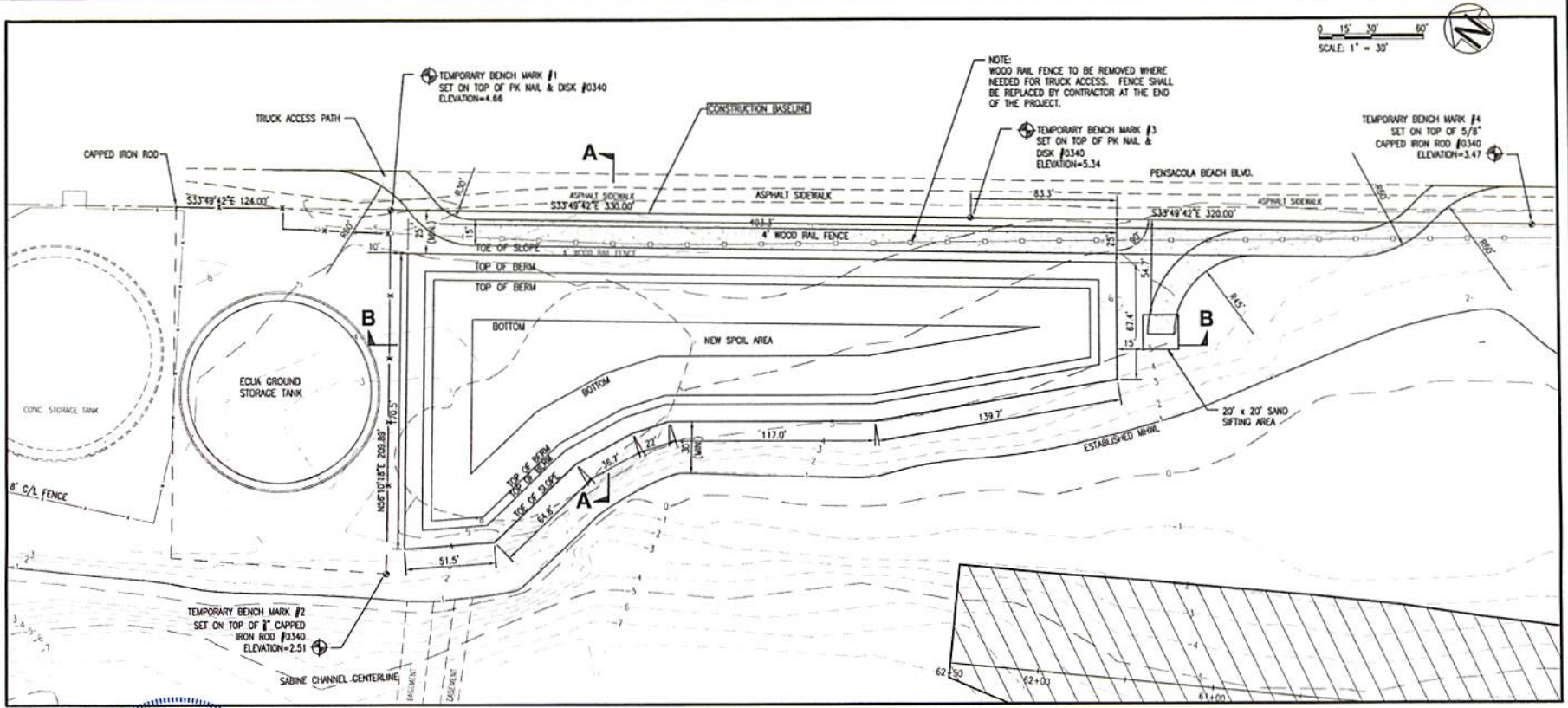
Plan View
Maintenance dredge
Scale: 1" = 20'
Sheet 1

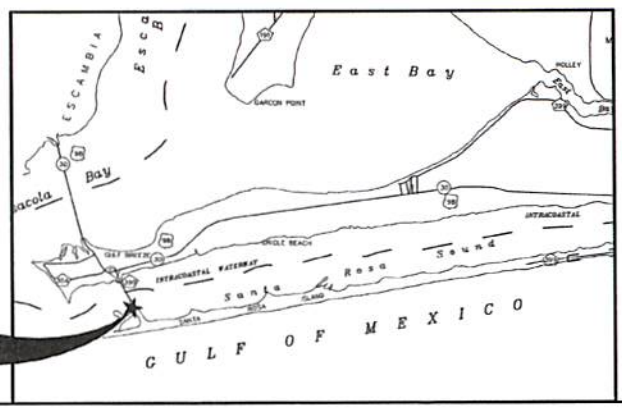


Dredge area up to 1200 cubic yards

Vertical 1" = 10'
Horizontal 1" = 20'

Lafitte Cove Escambia County Manmade Canal 4/17/2018	**Section View** Maintenance dredge Scale: H:1"=20' V:1"=10' Sheet 2





NOTES:

1. CONSTRUCTION BASELINE IS ALONG RIGHT-OF-WAY LINE OF PENSACOLA BEACH BLVD.
2. SPOIL AREA MAY BE RECONFIGURED PROVIDED THAT MINIMUM DISTANCES ON THIS PLAN ARE MAINTAINED.
3. DREDGING OPERATIONS SHALL STOP WHEN WATER LEVEL IN SPOIL CELL RISES TO 18" FROM THE TOP OF THE BERM.
4. NO DIRECT RETURN DISCHARGE FROM SPOIL CELL TO SABINE CHANNEL IS ALLOWED.
5. DREDGING OPERATIONS MAY PROCEED ONLY AFTER ADEQUATE VOLUME WITHIN THE SPOIL CELL IS AVAILABLE.
6. REMOVAL OF DREDGED MATERIAL FROM THE SPOIL CELL WILL BE NECESSARY AND NEEDED TO PROVIDE ADEQUATE VOLUME THROUGHOUT THE MAINTENANCE DREDGING PERIOD.
7. THE DREDGED MATERIAL SHALL REMAIN THE PROPERTY OF SANTA ROSA ISLAND AUTHORITY (SRIA) AND SHALL NOT BE REMOVED FROM THE SITE UNLESS DETERMINED AS UNSUITABLE BY SRIA.

W. JEFF HUGGINS
LICENSE
No. 80324
STATE OF FLORIDA
PROFESSIONAL ENGINEER

7/19/18

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
416 W. MAIN ST., PENSACOLA FL 32502 (850)434-9661
ENGINEERING BUSINESS ER-0005240
Pensacola • Panama City Beach • Tallahassee • Mobile

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W. JEFF HUGGINS, P.E.
FL Reg. Engineer #80324

LITTLE SABINE BAY
CHANNEL EXPANSION

NO.	DATE	APPR.	REVISION/ACTION TAKEN

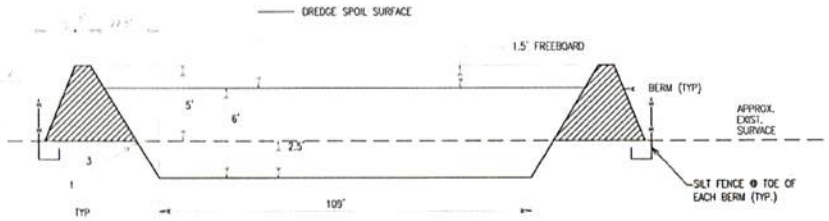
PROJECT NO. 21202.28
DESIGNED BY: WJH
DRAWN BY: RJG
CHK'D BY: WJH
PROJ. MGR: MCL
DATE: NOV 2016

NOT RELEASED FOR CONSTRUCTION BY _____ DATE ___/___/___

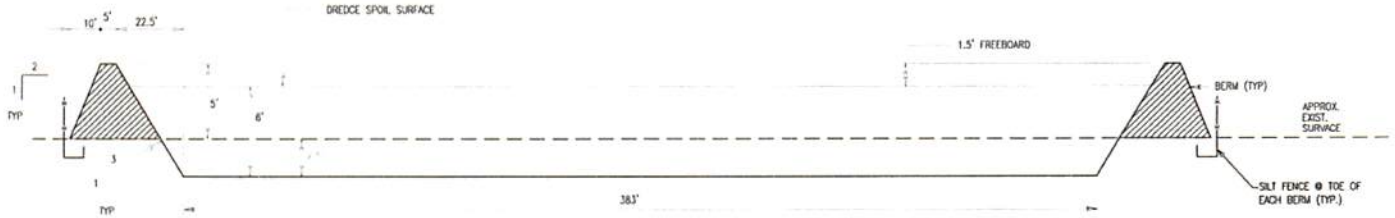
SPOIL AREA PLAN
AND LOCATION MAP

C-105

K:\212 SRIA\21202.28\DWG\C100-C106.dwg, Jul 19, 2018 - 4:09:58PM, jhuggins



SECTION - A



SECTION - B

SPOIL AREA CROSS SECTIONS

NOT TO SCALE

W. JEFF HUGGINS LICENSE No. 80324 STATE OF FLORIDA PROFESSIONAL ENGINEER

7/19/18

K:\212 SWA\212028\DWG\C100-C106.dwg, Jul 19, 2018 - 4:13:49PM, jhuggins

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
440 W. MAIN ST., PENSACOLA, FL 32502 (850)436-9601
ENGINEERING BUSINESS EB-0000340
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W. JEFF HUGGINS, P.E.
FL Reg. Engineer #80324

LITTLE SABINE BAY
CHANNEL EXPANSION

NO.	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT NO. 212028
DESIGNED BY: WDL
DRAWN BY: RGC
CHK'D BY: WJH
PROJ. MGR: WDL
DATE: NOV 2016

NOT RELEASED FOR CONSTRUCTION BY: DATE: / /

SPOIL AREA SECTIONS

C-106

GENERAL CONDITIONS
33 CFR PART 320-330

1. The time limit for completing the work authorized ends on **March 18, 2022.**

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.

b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.

c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.

d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.

e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.

f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.

g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006
O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc

THESE CONDITIONS APPLY TO GULF AND SHORTNOSE STURGEON

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The Permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. [Omitted]

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and emailed to FWC at ImperiledSpecies@myFWC.com.

f. [Omitted]

[Conditions "c" and "f" have been omitted as they are not applicable in Escambia County.]

U.S. Army Corps of Engineers Jacksonville District's Programmatic Biological Opinion (JaxBO) Project Design Criteria (PDCs) for In-Water Activities

November 20, 2017

1) **(AP.7.) Education and Observation**: The permittee must ensure that all personnel associated with the project are instructed about the potential presence of species protected under the ESA and the Marine Mammal Protection Act (MMPA). All on-site project personnel are responsible for observing water-related activities for the presence of protected species. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species or marine mammals. To determine which species may be found in the project area, please review the relevant Protected Species List at: http://sero.nmfs.noaa.gov/protected_resources/section_7/threatened_endangered/index.html

2) **(AP.8.) Reporting** of interactions with protected species:
   a) Any collision(s) with and/or injury to any sea turtle, sawfish, whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (1-727-824-5312) or by email to takereport.nmfsser@noaa.gov and SAJ-RD-Enforcement@usace.army.mil.
   b) Smalltooth sawfish: Report sightings to 1-844-SAWFISH or email Sawfish@MyFWC.com
   c) Sturgeon: Report dead sturgeon to 1-844-STURG 911 (1-844-788-7491) or email nmfs.ser.sturgeonnetwork@noaa.gov
   d) Sea turtles and marine mammals: Report stranded, injured, or dead animals to 1-877-WHALE HELP (1-877-942-5343).
   e) North Atlantic right whale: Report injured, dead, or entangled right whales to the USCG via VHF Channel 16.

3) **(AP.9.) Vessel Traffic and Construction Equipment**: All vessel operators must watch for and avoid collision with species protected under the ESA and MMPA. Vessel operators must avoid potential interactions with protected species and operate in accordance with the following protective measures:

   a) *Construction Equipment*:
      i) All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while operating in water depths where the draft of the vessel provides less than a 4-foot (ft) clearance from the bottom, and in all depths after a protected species has been observed in and has departed the area.
      ii) All vessels will follow marked channels and/or routes using the maximum water depth whenever possible.
      iii) Operation of any mechanical construction equipment, including vessels, shall cease immediately if a listed species is observed within a 50-ft radius of

construction equipment and shall not resume until the species has departed the area of its own volition.

iv) If the detection of species is not possible during certain weather conditions (e.g., fog, rain, wind), then in-water operations will cease until weather conditions improve and detection is again feasible.

b) *All Vessels*:
   i) Sea turtles: Maintain a minimum distance of 150 ft.
   ii) North Atlantic right whale: Maintain a minimum 1,500-ft distance (500 yards).
   iii) Vessels 65 ft in length or longer must comply with the Right Whale Ship Strike Reduction Rule (50 CFR 224.105) which includes reducing speeds to 10 knots or less in Seasonal Management Areas (http://www.fisheries.noaa.gov/pr/shipstrike/).
   iv) Mariners shall check various communication media for general information regarding avoiding ship strikes and specific information regarding right whale sightings in the area. These include NOAA weather radio, USCG NAVTEX broadcasts, and Notices to Mariners.
   v) Marine mammals (i.e., dolphins, whales [other than North Atlantic right whales], and porpoises): Maintain a minimum distance of 300 ft.
   vi) When these animals are sighted while the vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until they have left the area.
   vii) Reduce speed to 10 knots or less when mother/calf pairs or groups of marine mammals are observed, when safety permits.

4) **(AP.10.) Turbidity Control Measures during Construction:** Turbidity must be monitored and controlled. Prior to initiating any of the work covered under this Opinion, the Permittee shall install turbidity curtains as described below. In some instances, the use of turbidity curtains may be waived by the USACE project manager if the project is deemed too minimal to generate turbidity (e.g., certain ATON installation, scientific survey device placement, marine debris removal) or if the current is too strong for the curtains to stay in place. Turbidity curtains specifications:

   a) Install floating turbidity barriers with weighted skirts that extend to within 1 ft of the bottom around all work areas that are in, or adjacent to, surface waters.
   b) Use these turbidity barriers throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
   c) Position turbidity barriers in a way that does not block species' entry to or exit from designated critical habitat.
   d) Monitor and maintain turbidity barriers in place until the authorized work has been completed and the water quality in the project area has returned to background conditions.
   e) In the range of ESA-listed corals (St. Lucie Inlet, Martin County south to the Dry Tortugas and the U.S. Caribbean) and Johnson's seagrass (Turkey Creek/Palm

Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida):

i) Projects that include upland earth moving (e.g., grading to install a building or parking lot associated with a dock and seawall project), must install sediment control barriers to prevent any upland sediments from reaching estuarine or marine waters.
ii) The turbidity curtain requirement cannot be waived for any project that moves or removes sediment (e.g., dredging, auger to create a pile, trenching to install a cableline). If turbidity curtains are not feasible in an area based on site conditions such as water current, high wave action, or stormy conditions, the project must undergo individual Section 7 consultation and is not covered under this Programmatic Opinion.

5) **(AP.11.) Entanglement:** All turbidity curtains and other in-water equipment must be properly secured with materials that reduce the risk of entanglement of marine species (described below). Turbidity curtains likewise must be made of materials that reduce the risk of entanglement of marine species.

a) In-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) must be stiff, taut, and non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, must be enclosed in a plastic or rubber sleeve/tube to add rigidity and prevent the line from looping and tangling. In all instances, no excess line is allowed in the water.
b) Turbidity curtains and other in-water equipment must be placed in a manner that does not entrap species within the construction area or block access for them to navigate around the construction area.

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2015-00600 (NW-HMM)

Permittee's Name & Address (please print or type): _____

_____

_____

Telephone Number: _____

Location of the Work: _____

_____

Date Work Started: _____ Date Work Completed: _____

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES _____ NO_____

TO SCHEDULE AN INSPECTION PLEASE CONTACT _____ AT _____

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks, dredging, etc.):

_____

_____

_____

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

_____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

_____

_____

****

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

_____
Signature of Permittee

_____
Date

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

Permit Number: SAJ-2015-00600 (NW-HMM)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019.

_____ _____

(TRANSFEREE-SIGNATURE) **(SUBDIVISION)**

_____ _____ _____

(DATE) **(LOT)** **(BLOCK)**

_____ _____

(NAME-PRINTED) **(STREET ADDRESS)**

_____

(MAILING ADDRESS)

_____

_____

(CITY, STATE, ZIP CODE)

PRELIMINARY JURISDICTIONAL DETERMINATION (PJD) FORM
(RGL 16-01 Appendix 2)

BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR PJD: 19 July 2018

B. NAME AND ADDRESS OF PERSON REQUESTING PJD:
Escambia County Public Works Department, c/o David Forte
3363 West Park Place, Pensacola, FL 32505

C. DISTRICT OFFICE, FILE NAME, AND NUMBER: RD-NL, SAJ-2015-00600

D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION:

(USE THE TABLE BELOW TO DOCUMENT MULTIPLE AQUATIC RESOURCES AND/OR AQUATIC RESOURCES AT DIFFERENT SITES)

State: Florida County/parish/borough: Escambia City: Pensacola
Center coordinates of site (lat/long in degree decimal format):
Latitude 30.328938° North, Longitude 87.166650° West
Universal Transverse Mercator: Zone 16
Name of nearest waterbody: Santa Rosa Sound

E. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):
☒ Office (Desk) Determination. Date:
☐ Field Determination. Date(s):

TABLE OF AQUATIC RESOURCES IN REVIEW AREA WHICH "MAY BE" SUBJECT TO REGULATORY JURISDICTION.

Site number	Latitude (decimal degrees)	Longitude (decimal degrees)	Estimated amount of aquatic resource in review area (acreage and linear feet, if applicable)	Type of aquatic resource (i.e. wetland vs. non-wetland waters)	Geographic authority to which the aquatic resource "may be" subject (i.e. Section 404 or Section 10/404
1	30.328938	-87.166650	0.5 acres	Non-wetland	10/404

1) The Corps of Engineers believes that there may be jurisdictional aquatic resources in the review area, and the requestor of this PJD is hereby advised of his or her option to request and obtain an approved JD (AJD) for that review area based on an informed decision after having discussed the various types of JDs and their characteristics and circumstances when they may be appropriate.

2) In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an AJD for the activity, the permit applicant is hereby made aware that: (1) the permit applicant has elected to seek a permit authorization based on a PJD, which does not make an official determination of jurisdictional aquatic resources; (2) that the applicant has the option to request an AJD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an AJD could possibly result in less compensatory mitigation being required or different special conditions; (3) the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) undertaking any activity in reliance upon the subject permit authorization without requesting an AJD constitutes the applicant's acceptance of the use of the PJD; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a PJD constitutes agreement that all aquatic resources in the review area affected in any way by that activity will be treated as jurisdictional, and waives any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an AJD or a PJD, the JD will be processed as soon as is practicable. Further, an AJD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331. If, during an administrative appeal, it becomes appropriate to make an official determination whether geographic jurisdiction exists over aquatic resources in the review area, or to provide an official delineation of jurisdictional aquatic resources in the review area, the Corps will provide an AJD to accomplish that result, as soon as is practicable. This PJD finds that there *"may be"* waters of the U.S. and/or that there *"may be"* navigable waters of the U.S. on the subject review area, and identifies all aquatic features in the review area that could be affected by the proposed activity, based on the following information:

SUPPORTING DATA. Data reviewed for PJD (check all that apply)

Checked items should be included in subject file. Appropriately reference sources below where indicated for all checked items:

- ☒ Maps, plans, plots or plat submitted by or on behalf of the PJD requestor:
- ☐ Data sheets prepared/submitted by or on behalf of the PJD requestor.
  - ☐ Office concurs with data sheets/delineation report.
  - ☐ Office does not concur with data sheets/delineation report.
- ☐ Data sheets prepared by the Corps:
- ☐ Corps navigable waters' study:
- ☒ U.S. Geological Survey Hydrologic Atlas:
  - ☐ USGS NHD data.
  - ☐ USGS 8 and 12 digit HUC maps.
- ☐ U.S. Geological Survey map(s). Cite scale & quad name:

☐ Natural Resources Conservation Service Soil Survey. Citation: .
☐ National wetlands inventory map(s). Cite name: .
☐ State/Local wetland inventory map(s): .
☐ FEMA/FIRM maps: .
☐ 100-year Floodplain Elevation is: (National Geodectic Vertical Datum of 1929)
☒ Photographs: ☒ Aerial (Name & Date):Google Earth Pro.
or ☒ Other (Name & Date):Site photos.
☒ Previous determination(s). File no. and date of response letter:. SAJ-2010-00357 (2010 and 2012), SAJ-2015-00600 (2015).
☐ Other information (please specify):

IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

19 July 2018

Signature and date of
Regulatory staff member
completing PJD

Signature and date of
person requesting preliminary JD
(REQUIRED, unless obtaining
the signature is impracticable)[1]

[1] Districts may establish timeframes for requestor to return signed PJD forms. If the requestor does not respond within the established time frame, the district may presume concurrence and no additional follow up is necessary prior to finalizing an action.

Attachment B

Florida Department of Environmental Protection

Northwest District Office
160 W. Government Street, Suite 308
Pensacola, Florida 32502-5740

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

April 23, 2018

Escambia County Public Works Dept
c/o David Forte
3363 West Park Place
Pensacola, Florida 32505
dvforte@co.escambia.fl.us

File No.: 0145644-008-EE/17, Escambia County

Dear Mr. Forte:

On April 19, 2018, we received your request for verification of exemption to perform the following activities:

To maintenance dredge to -5 feet within Lafitte Cove, Class III Outstanding Florida Waters, Prohibited Shellfish Harvesting Area. The project is located within Lafitte Cove, a manmade canal connected to Pensacola Bay on Pensacola Beach, Florida, Section 28, Township 02 South, Range 26 West in Escambia County; 30°19′42.14″ North Latitude, 87°09′59.63″ West Longitude.

Your request has been reviewed to determine whether it qualifies for (1) regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project did not qualify for the federal review portion of this verification request. **Additional authorization must be obtained prior to commencement of the proposed activity.** This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section dealing with that portion of the review below for advice on how to proceed.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

1. Regulatory Review – Verified

Based on the information submitted, the Department has verified that the activity as proposed is exempt, under Rule 62-330.051(7)(a), Florida Administrative Code (F.A.C.) from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

2. Proprietary Review – Not Required

The activity does not appear to be located on sovereign submerged lands, and does not require further authorization under Chapters 253 or 258, F.S. or Chapters 18-20 or 18-21, F.A.C.

3. Federal Review – SPGP Not Approved

Your proposed activity as outlined on your application and attached drawings **does not qualify** for federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the U.S. Army Corps of Engineers (Corps). You must apply separately to the Corps using the federal application form (ENG 4345). More information about Corps permitting may be found online in the Jacksonville District Regulatory Division Sourcebook. **Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.**

Authority for review – an agreement with the Corps entitled "Coordination Agreement Between the U.S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit," Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Additional Information

Please retain this letter. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S. and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S. before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S. or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S. by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

If you have any questions regarding this matter, please contact Wade Dandridge at the letterhead address, at (850)595-0655, or at Wade.Dandridge@dep.state.fl.us

EXECUTION AND CLERKING
Executed in Orlando, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Wade Dandridge
Environmental Specialist
Submerged Lands and Environmental Resources Program

Attachments:
Project Drawings, 7 pages
Rule 62-330.051(7)(a), F.A.C. and Section 403.813(1)(f), F.S., 1 page

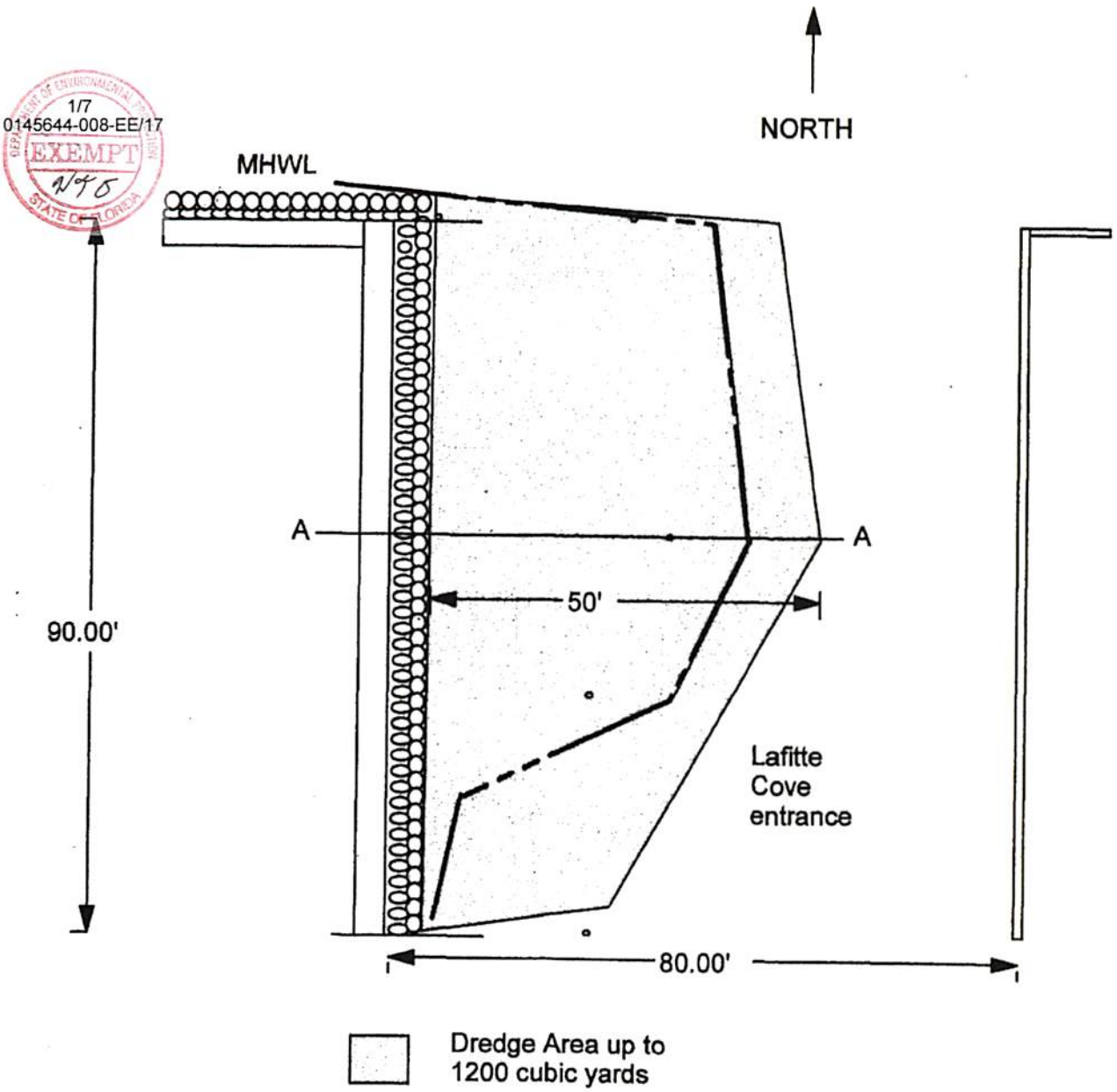
CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

U.S. Army Corps of Engineers, terry.s.hayes@usace.army.mil
Chris Bosso, Agent, chris@biome.co
Escambia County, jtkirsche@myescambia.com, BDBANE@myescambia.com, bdschneider@myescambia.com, TRDAY@myescambia.com

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk **Date** April 23, 2018

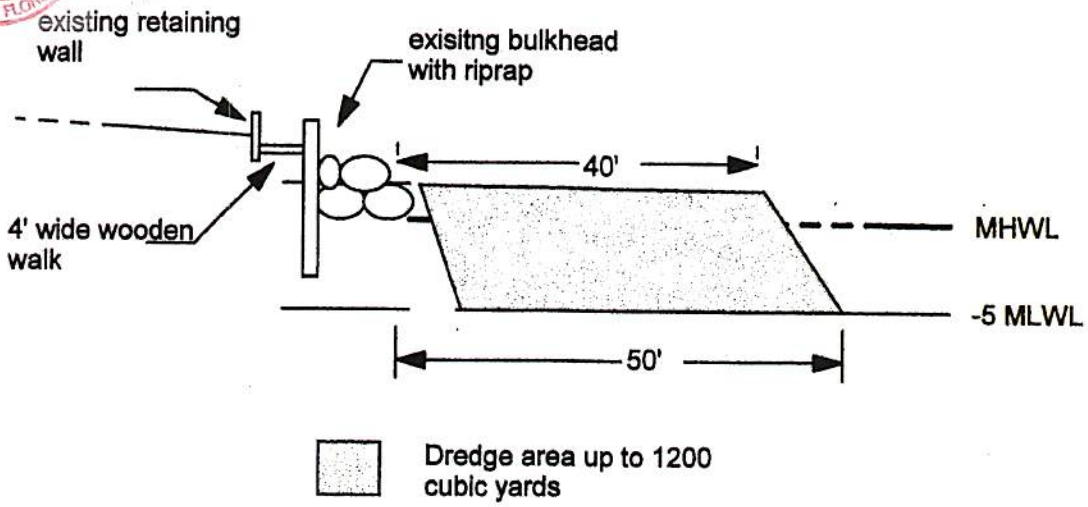
1/7
0145644-008-EE/17
EXEMPT
NPS
STATE OF FLORIDA



Lafitte Cove
Escambia County
Manmade Canal
4/17/2018

Plan View
Maintenance dredge
Scale: 1" = 20'
Sheet 1

2/7
0145644-008-EE/17
EXEMPT
11/4/5
STATE OF FLORIDA



Vertical 1" = 10'
Horizontal 1" = 20'

Coastal Land Company
Walton County
Unnamed wetlands
11/11/2015

Section View
Lot Fill
Scale: H:1"=20' V:1"=2'
Sheet 2

EXHIBIT 1
SITE LOCATION MAP
PENSACOLA BEACH
LAFITTE COVE
ESCAMBIA COUNTY

LEGEND

CANAL

4/16/2018

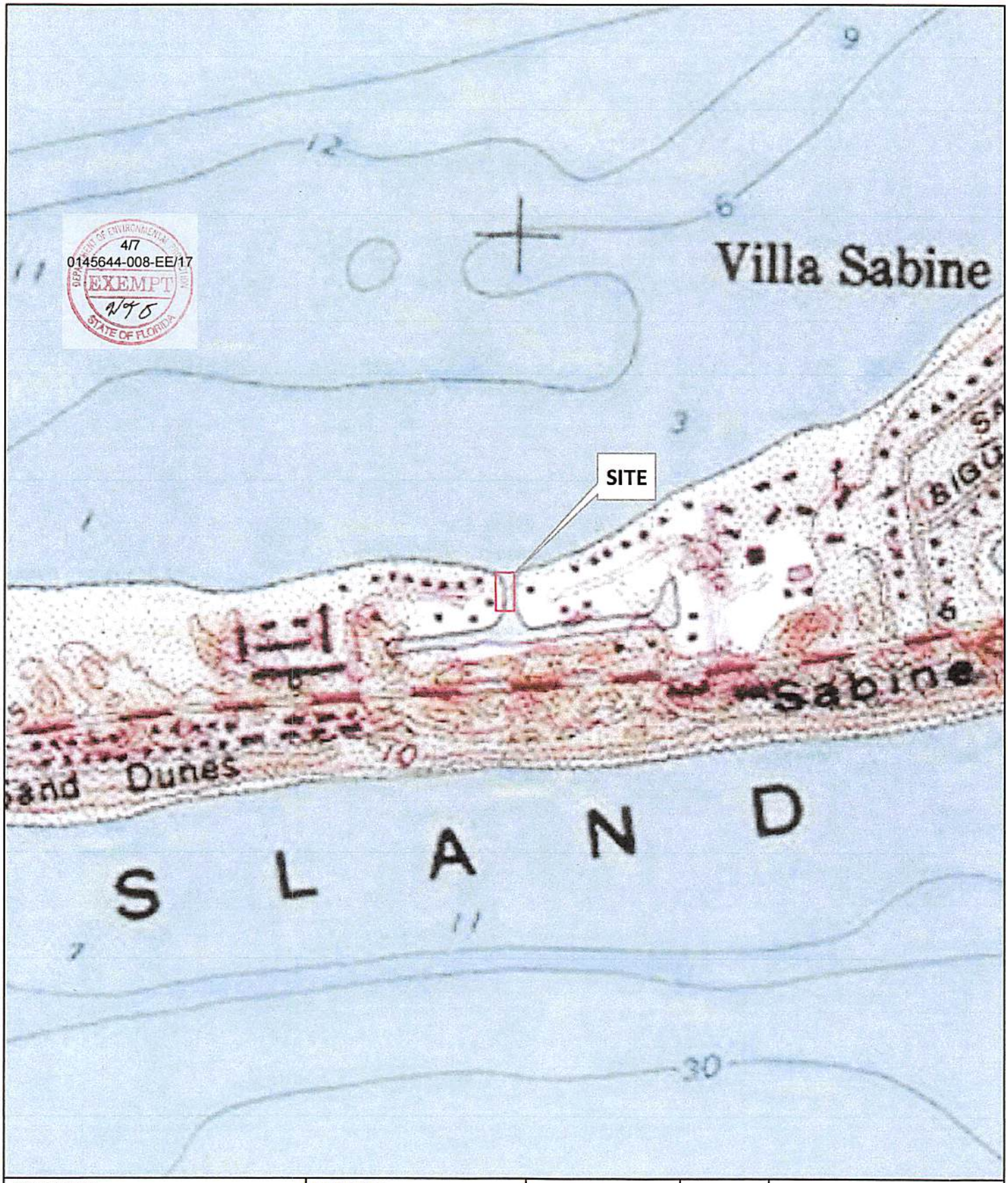
AUTHOR: JLH

THIS IS NOT A SURVEY

N W E S

0 0.15 0.3 Miles

biome Consulting Group
1300 West Government St. Pensacola, Fl. 32502
850.435.9367 www.biome.co



4/7
0145644-008-EE/17
EXEMPT
4/25
STATE OF FLORIDA

EXHIBIT 2 **USGS TOPOGRAPHIC MAP** **PENSACOLA BEACH** **LAFITTE COVE** **ESCAMBIA COUNTY**	**LEGEND** CANAL	4/16/2018 AUTHOR: JLH THIS IS NOT A SURVEY 0 0.05 0.1 Miles	N W E S	biome Consulting Group 1300 West Government St. Pensacola, FL 32502 850.435.9367 www.biome.co

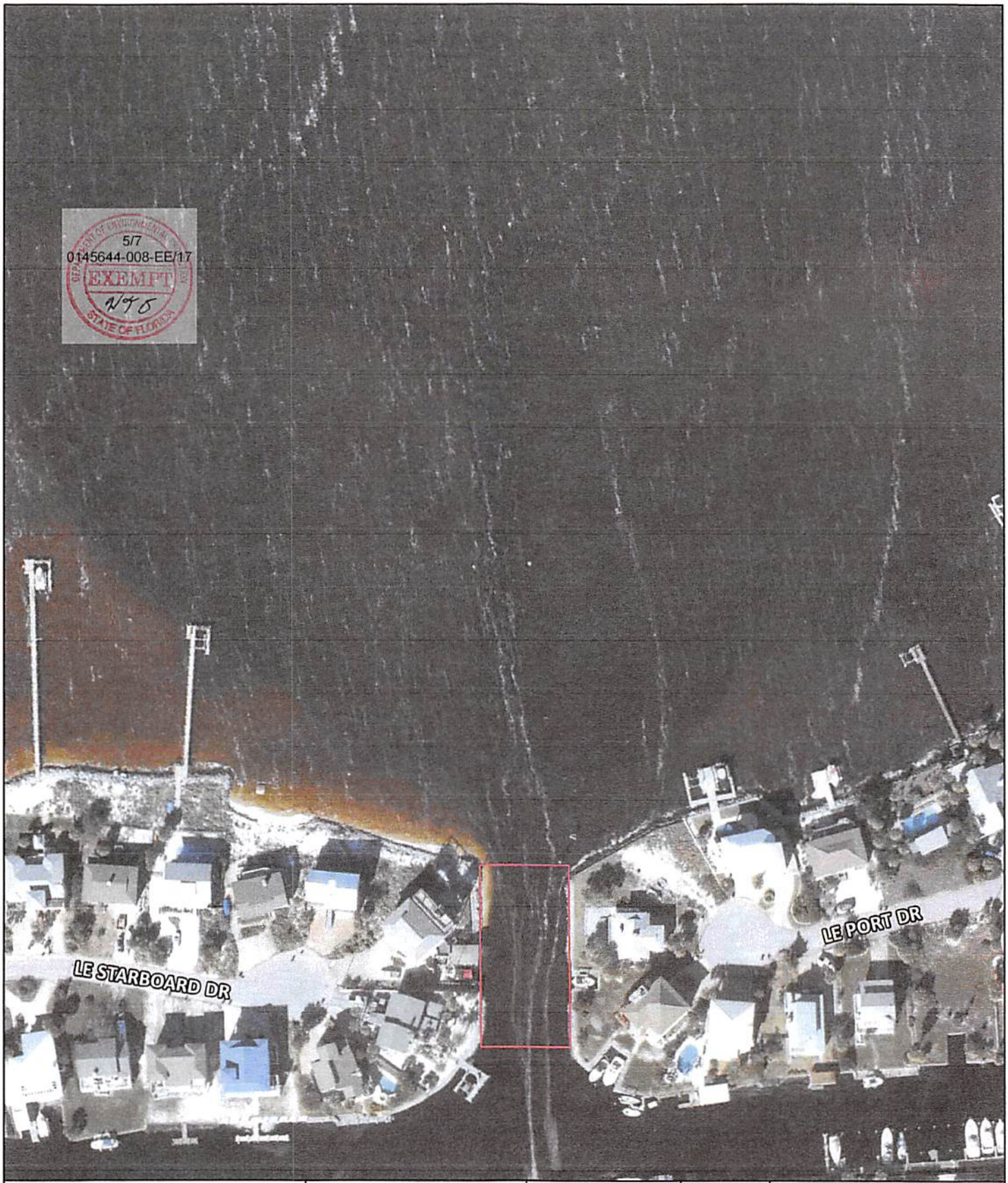


EXHIBIT 3
2016 AERIAL IMAGERY
PENSACOLA BEACH
LAFITTE COVE
ESCAMBIA COUNTY

LEGEND

CANAL

4/16/2018

AUTHOR: JLH

THIS IS NOT A SURVEY

N
W E
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0 62.5 125
Feet

biome
Consulting Group
1300 West Government St. Pensacola, FL 32502
850.435.9367 www.biome.co

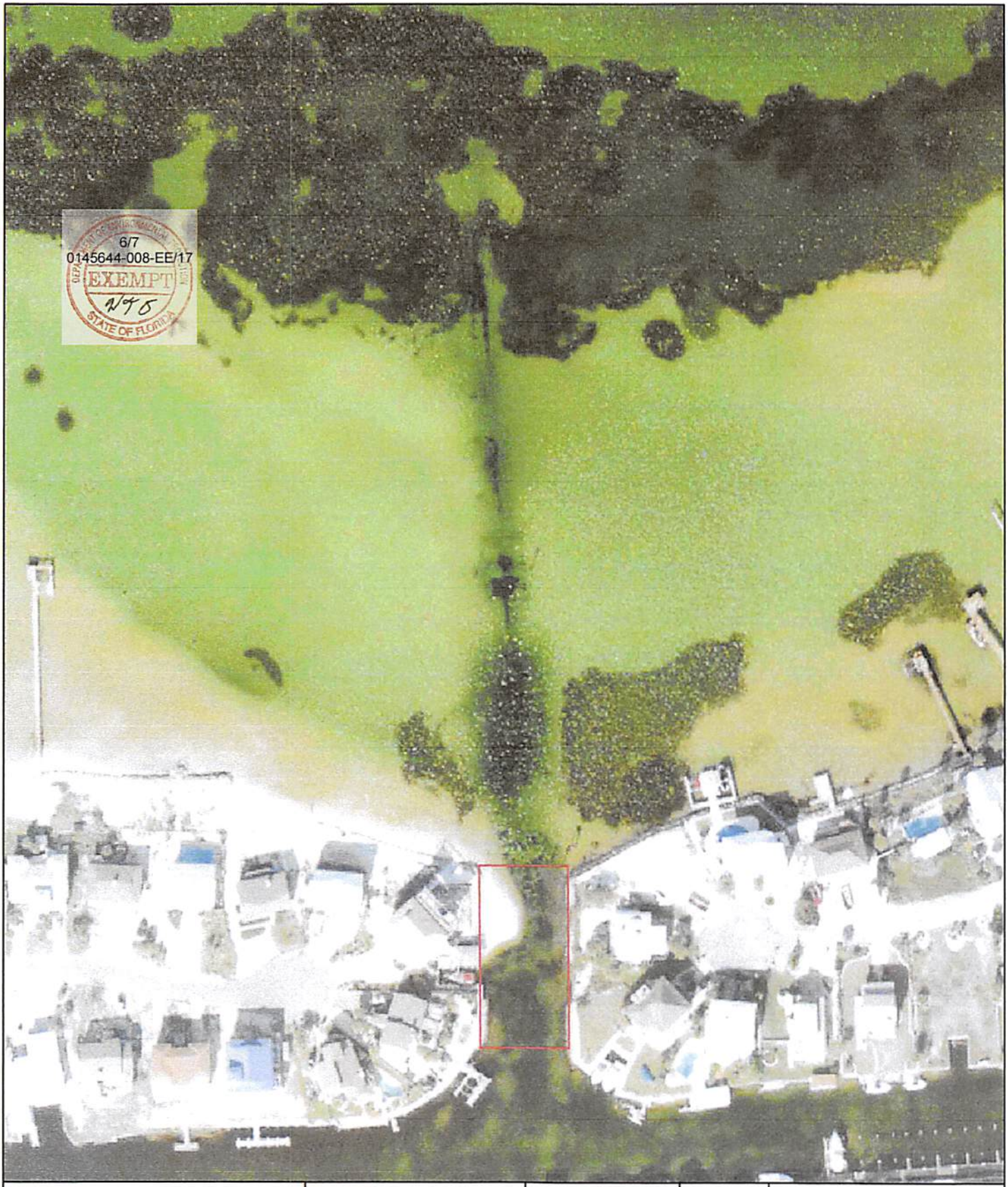

EXHIBIT 4
2007 AERIAL IMAGERY
PENSACOLA BEACH
LAFITTE COVE
ESCAMBIA COUNTY

LEGEND

CANAL

4/16/2018

AUTHOR: JLH

THIS IS NOT A SURVEY

N
W E
S

0 62.5 125
Feet

biome
Consulting Group
1300 West Government St. Pensacola, FL 32502
850.435.9367 www.biome.co

EXHIBIT 5
SPOIL AREA
PENSACOLA BEACH
LAFITTE COVE
ESCAMBIA COUNTY

LEGEND

SPOIL AREA

4/17/2018

AUTHOR: JLH

THIS IS NOT A SURVEY

N
W E
S

0 37.5 75
Feet

biome
Consulting Group
1300 West Government St. Pensacola, FL 32502
850.435.9367 www.biome.co

62-330.051 Exempt Activities.

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under Chapters 253 and 258, F.S., and Chapters 18-18, 18-20, and 18-21, F.A.C., as applicable.

(7) Maintenance and Restoration –

(a) Maintenance dredging under Section 403.813(1)(f), F.S.

403.813 Permits issued at district centers; exceptions.—

(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control programs authorized under this chapter or other requirements of county and municipal governments:

(f) The performance of maintenance dredging of existing manmade canals, channels, intake and discharge structures, and previously dredged portions of natural water bodies within drainage rights-of-way or drainage easements which have been recorded in the public records of the county, where the spoil material is to be removed and deposited on a self-contained, upland spoil site which will prevent the escape of the spoil material into the waters of the state, provided that no more dredging is to be performed than is necessary to restore the canals, channels, and intake and discharge structures, and previously dredged portions of natural water bodies, to original design specifications or configurations, provided that the work is conducted in compliance with s. 379.2431(2)(d), provided that no significant impacts occur to previously undisturbed natural areas, and provided that control devices for return flow and best management practices for erosion and sediment control are utilized to prevent bank erosion and scouring and to prevent turbidity, dredged material, and toxic or deleterious substances from discharging into adjacent waters during maintenance dredging. Further, for maintenance dredging of previously dredged portions of natural water bodies within recorded drainage rights-of-way or drainage easements, an entity that seeks an exemption must notify the department or water management district, as applicable, at least 30 days prior to dredging and provide documentation of original design specifications or configurations where such exist. This exemption applies to all canals and previously dredged portions of natural water bodies within recorded drainage rights-of-way or drainage easements constructed prior to April 3, 1970, and to those canals and previously dredged portions of natural water bodies constructed on or after April 3, 1970, pursuant to all necessary state permits. This exemption does not apply to the removal of a natural or manmade barrier separating a canal or canal system from adjacent waters. When no previous permit has been issued by the Board of Trustees of the Internal Improvement Trust Fund or the United States Army Corps of Engineers for construction or maintenance dredging of the existing manmade canal or intake or discharge structure, such maintenance dredging shall be limited to a depth of no more than 5 feet below mean low water. The Board of Trustees of the Internal Improvement Trust Fund may fix and recover from the permittee an amount equal to the difference between the fair market value and the actual cost of the maintenance dredging for material removed during such maintenance dredging. However, no charge shall be exacted by the state for material removed during such maintenance dredging by a public port authority. The removing party may subsequently sell such material; however, proceeds from such sale that exceed the costs of maintenance dredging shall be remitted to the state and deposited in the Internal Improvement Trust Fund.

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Emily D. Weddington, CPPB
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4987

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Dredging of Lafitte Cove Canal

Solicitation Number PD 17-18.072

Solicitation

MAILING DATE: July 23, 2018
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 10:30 AM CDT, July 30, 2018.
OFFERS WILL BE RECEIVED UNTIL: 10:30 AM CDT, August 13, 2018, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number:
59-3375830

Delivery Date will be ASAP **days after receipt of purchase order**

Vendor Name: COASTAL REEF BUILDERS INC
Address: 804 LAKEWOOD ROAD
City, ST. & Zip: PENSACOLA, FL 32507-2426
Phone: (850) 232-3253
Toll Free: (___) ___
Fax: (___) ___

Terms of Payment
DUE UPON RECEIPT OF INVOICE

Reason for No Offer
___

Bid Bond Attached:
$ 1,000.00

KENNETH D. MINNICK
(Name and Title of Person Authorized to Sign Offer)

*Kenneth D. Minnick
Signature of Person Authorized to Sign Offer
(Original Signature Required)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

Failure to execute this Form binding the bidder offer shall result in the bid being rejected as non-responsive.

Bid Form

Cubic Yard Dredged and Delivered to Specific Site Cost per Cubic Yard $ 45.00

EXHIBIT
tabbies
B

Public Notice of Recommended Award

Bid Tabulation	**Solicitation Number:** PD 17-18.072 **Solicitation Name:** Dredging of Lafitte Cove Canal									
Bid Opening Time: 10:30 a.m., CDT **Bid Opening Date:** 8/13/2018 **Bid Opening Location:** Rm 11.407 **Name of Bidder(s)**		Bid Form Completed & Signed	Bid Bond or Check	Certificate of Authority to do Business in the State of Florida	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes		**Cost per Cubic Yard**
C & M Dredging, Inc.		Yes	Bond	Yes	Yes	Yes	n/a	Yes		$200.00
Coastal Reef Builders, Inc.		Yes	Check	Yes	Yes	Yes	n/a	Yes		$45.00
Gulf Marine Construction, Inc.		Yes	Check	Yes	Yes	Yes	n/a	Yes		$67.00
Waterfront Property Services, LLC		Yes	Bond	Yes	Yes	Yes	n/a	Yes		$173.61
Bids Opened By:	Paul R. Nobles, Purchasing Manager				**Date:** 8/13/2018		**Status:**			
Bids Tabulated By:	Emily D. Weddington, Purchasing Coordinator				**Date:** 8/14/2018		Recommended Award			
Bids Witnessed By:	Susan Kerr, Office Support Assistant				**Date:** 8/13/2018		**CAR Date:** 9/6/2018		**BOCC Date:**	9/6/2018

Purchasing Manager/Designee recommends to the BOCC: To award a Contract to Coastal Reef Builders, Inc. in the amount of $65,000.

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes:

Posted: 2:00 p.m., CDT on 8/21/2018

Form Completed By: EDW

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14754 **County Administrator's Report 10. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018
Issue: Contract Award for Professional Financial Advisory Services
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Financial Advisor - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign an Agreement between Escambia County, Florida, and Public Resources Advisory Group, Inc., per the terms and conditions of PD 17-18.060, Financial Advisor, for a term of three years with two additional 12-month terms. The fees will be based on issuance amounts of certain debt instruments, such as Bonds, as the services are required, at the following rates:

1. Basic Fees for Bond-Issuance Related Services

Minimum fee – bond issue	$17,500
Minimum fee – bank loan	$15,000
	Fee per bond ($1,000)
First $20 million	$0.90
Next $20 million - $40 million	$0.80
Amount Over $40 million	$0.75

2. Special Services for non-Bond Issuance Related Services as directed

Title	Hourly Rate
Senior Managing Director	$225
Managing Director	$200
Vice President	$180
Assistant Vice President/Associate	$150

3. Out of Pocket Expenses

PRAG would expect to bill for out-of-pocket expenses for both debt issuance and non-debt issuance engagements at the following rates:

Thomson Municipal Wire	at cost

Copying and Printing (outside service)	at cost
Conference Calls	at cost
Other Expenses	at cost

Expenses, including overnight mail, parking, printing, and out-of-County travel shall be reimbursed at cost, consistent with Florida Statutes 112.061.

[Funding: Fees will be built into the cost of any debt financing or restructuring]

BACKGROUND:

The legal advertisement for "Request for Proposals" was advertised in the Pensacola News Journal on April 17, 2018. Four known firms were notified of the solicitation. Responses were received from three firms on May 17, 2018. Discussions were held with all three firms on June 12, 2018. The firms were ranked as follows #1 PRAG (Public Resources Advisory Group, Inc.), #2 Hilltop Securities and #3 PFM Financial Advisors, LLC. Negotiations were held on August 18, 2018.

BUDGETARY IMPACT:

Funding: fees will be built into the cost of any debt financing or restructuring

LEGAL CONSIDERATIONS/SIGN-OFF:

The agreement was prepared by Kristin D. Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinalces of Escambia County, FL 1999, Chapter 46, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the agreement.

Attachments

Agreement
Committee Evaluations
Registers of Submitters

AGREEMENT FOR PROFESSIONAL FINANCIAL ADVISORY SERVICES (PD 17-18.060)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Suite 420, Pensacola, Florida 32502 and Public Resources Advisory Group, Inc., a foreign for-profit corporation (hereinafter referred to as "Consultant"), FEI/EIN 13-3266119, whose principal address is 150 Second Avenue, North, Suite 400, St. Petersburg, Florida 33701.

WITNESSETH:

WHEREAS, on April 17, 2018, the County issued a Request for Proposals (PD 17-18.060) seeking the services of a financial advisory firm to represent Escambia County; and

WHEREAS, the County determined that Consultant was the most responsive and responsible firm whose proposal met the requirements and criteria set forth in the solicitation; and

WHEREAS, the County desires to enter into an agreement with Consultant for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, Consultant and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement commences upon the date last executed and continues for a term of three (3) years. Upon mutual agreement of the parties, the term of this Agreement may be renewed for up to two (2) additional twelve month terms by providing written notice at least sixty (60) days prior to the expiration of the initial term. Prior to beginning the performance of services under this agreement, Consultant must first receive a written Notice to Proceed.

3. Scope of Services. Consultant agrees to provide professional financial advisory services, including, but not limited to, the scope of services outlined in Escambia County's *Request for Proposals for Financial Advisor, Specification No. P.D. 17-18.060*, as provided in **Exhibit A,** attached hereto and incorporated herein. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Consultant's satisfactory performance of the services referenced above, the County agrees to pay Consultant in accordance with the Cost Proposal, attached hereto as **Exhibit B**.

5. Method of Billing. The Consultant shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for fees with appropriate supporting documentation. Payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. Either party may terminate this Agreement with or without cause upon providing thirty (30) days prior written notice to the other party.

7. Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

8. Indemnification. Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement of is committed in the course of performing its duties hereunder. The parties understand and agree that such indemnification by the Consultant relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Consultant agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to Escambia County's indemnification right under this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. Consultant shall procure and maintain, at its sole expense during the term of this Agreement the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Professional Liability with $1,000,000 per occurrence minimum limits; and

(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Consultant agrees all liability coverage shall be through carriers admitted or authorized to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on the policy of commercial general liability. Certificates of Insurance shall be provided to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County described in this section. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Public Resources Advisory Group, Inc.
Attention: Marianne Edmonds
150 Second Avenue North, Suite 400
St. Petersburg, Florida 33701

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

With copy to:
Public Resources Advisory Group, Inc.
Attention: President
39 Broadway, Suite 1210
New York, NY 10006

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Consultant seven days written notice, during which period the Consultant still fails to allow access to such documents, terminate the contract.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420

Pensacola, Florida 32502
(850) 595-4947

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

17. Authority. Any individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

_____
Witness

By: _____
Jack R. Brown, County Administrator

Date: _____

_____
Witness

BCC Approved: _____

CONSULTANT:
PUBLIC RESOURCES ADVISORY GROUP, INC.

By: _____
President

Date: _____

_____
Corporate Secretary
(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/21/18

EXHIBIT A
SCOPE OF SERVICES

Consultant will provide the services of a qualified advisory financial firm to assist the County with professional advice on matters involving the issuance of debt instruments by the County or its dependent authorities and review conduit debt issued through the County by third parties. Such services shall include, but not be limited to, the following:

When coordinating any proposed financing, Consultant will prepare the necessary financial studies designed to demonstrate the many varying aspects of a particular type of financing and recommend for the County's approval a plan of financing to cover any proposed bond or debt instrument. Such plan will include, but not be limited to, a maturity schedule and other terms and conditions that will, in the opinion of the Consultant, result in the issuance of bonds under terms consistent with obtaining the minimum of net interest cost. Such studies will include the compilation and analysis of all necessary statistical data.

Consultant will review and make recommendations on reports of accountants, engineers, and other consultants to ensure such reports properly address the technical, economic, and financial risk factors affecting the marketability of any proposed financing.

Consultant will assist the County with necessary steps for the legal issuance of bonds and the final delivery of the bonds under the direction and legal advice of bond counsel retained by the County. Consultant will work with the County Attorney, County staff, and County bond counsel to identify key bond covenant features.

Consultant will advise the County on current market conditions, forthcoming bond issues, potential tax considerations, and other general information and economic data that would be anticipated to influence interest rate conditions to ensure that, in the Consultant's opinion, the date of the sale of the bonds will occur under optimal conditions.

Consultant will assist County staff with gathering and analyzing necessary data relating to a proposed bond issue for a rating agency presentation and credit enhancement from an insurance carrier or a letter of credit from a banking institution.

Consultant will review and advise as to the County's efforts to obtain federal and state financial assistance and make such recommendations as may be necessary.

During the course of a negotiated sale, Consultant will work with County staff, the County's bond counsel, and the underwriter to prepare all necessary financial statements, legal documents, and certifications that would fully describe the security, the project to be financed, and the County's ability to pay debt service on the bonds.

Consultant will assist with and advise the County when negotiating fees, pricing and terms of the bond issue.

Consultant will arrange for the printing of the bonds and official statements and arrange all other necessary certifications.

Consultant will **not** participate as an underwriter in any financings issued by the County unless expressly authorized by the Board of County Commissioners in accordance with the Municipal Securities Rulemaking Board (MSRB) rules.

PRAG

150 SECOND AVENUE NORTH, SUITE 400
ST. PETERSBURG, FLORIDA 33701
TEL: (727) 822-3339 | FAX: (727) 822-3502

PUBLIC RESOURCES ADVISORY GROUP

TO: Paul Nobles

FROM: Marianne Edmonds, Public Resources Advisory Group

RE: Cost Proposal for Solicitation Number PD 17-18.060

DATE: August 15, 2018

The cost proposal below incorporates our discussion at the Negotiation Meeting on August 14, 2018 about Solicitation Number PD 17-18.060 for Financial Advisor. Please contact me if you have any comments or questions. We look forward to working with the County.

1. Basic Fees for Bond-Issuance Related Services

Minimum fee – bond issue	$17,500
Minimum fee – bank loan	$15,000
	Fee per bond ($1,000)
First $20 million	$0.90
Next $20 million - $40 million	$0.80
Amount Over $40 million	$0.75

2. Special Services for non-Bond Issuance Related Services as directed

Title	Hourly Rate
Senior Managing Director	$225
Managing Director	$200
Vice President	$180
Assistant Vice President/ Associate	$150

3. Out of Pocket Expenses

PRAG would expect to bill for out-of-pocket expenses for both debt issuance and non-debt issuance engagements at the following rates:

Thomson Municipal Wire	at cost
Copying and Printing (outside service)	at cost
Conference Calls	at cost
Other Expenses	at cost

Expenses, including overnight mail, parking, printing, and out-of-County travel shall be reimbursed at cost, consistent with Florida Statutes 112.061.

Cc: Pam Childers
Amy Lovoy
Sharon Harrell
Stephan Hall

EXHIBIT
tabbies
B

PD 17-18.060, Financial Advisor			
Committee Evaluaion	PRAG	Hilltop Securities	PFM Financial Advisors, LLC
Amy L. Lovoy, Asst. County Administrator	94	93	92
Stephan Hall, Budget Manager	98	97	90
Pam Childers, Clerk of the Circuit Court	98	90	92
Sharron Harrell, CPA, Interim Finance Director	90	80	80
Total	380	360	354

PD 17-18.060, Financial Advisor				
Amy L. Lovoy, Asst. County Administrator		PRAG	Hilltop Securities	PFM Financial Advisors, LLC
Evaluation Criteria	Value			
Experience and qualifications	25	24	24	24
Understanding the Project and Local Government Questions	25	24	25	22
Proposed Methodology	25	23	21	21
Contract Cost	25	23	23	25
	Totals	94	93	92

PD 17-18.060, Financial Advisor				
Stephan Hall, Budget Manager		PRAG	Hilltop Securities	PFM Financial Advisors, LLC
Evaluation Criteria	Value			
Experience and qualifications	25	25	25	25
Understanding the Project and Local Government Questions	25	25	25	25
Proposed Methodology	25	25	25	20
Contract Cost	25	23	22	20
Totals		98	97	90

PD 17-18.060, Financial Advisor				
Pam Childers, Clerk of the Circuit Court		PRAG	Hilltop Securities	PFM Financial Advisors, LLC
Evaluation Criteria	Value			
Experience and qualifications	25	25	23	23
Understanding the Project and Local Government Questions	25	25	20	22
Proposed Methodology	25	25	23	23
Contract Cost	25	23	24	24
	Totals	98	90	92

PD 17-18.060, Financial Advisor				
Sharron Harrell, CPA, Interim Finance Director		PRAG	Hilltop Securities	PFM Financial Advisors, LLC
Evaluation Criteria	Value			
Experience and qualifications	25	25	20	20
Understanding the Project and Local Government Questions	25	25	20	20
Proposed Methodology	25	25	20	20
Contract Cost	25	15	20	20
Totals		90	80	80

REGISTER OF SUBMITTERS

Solicitation # PD 17-18.060, Financial Advisor

RFP due Date & Time: May 17, 2018 by 3:00 p.m., CDT

COMPANY NAME	PHONE NUMBER	CONTACT PERSON	EMAIL ADDRESS
PRAG	727-822-3339	Wendell Gaertner, Sr. Managing Director	
Hilltop Securities	407-426-9611	Gary Akers, Director	gary.akers@hilltopsecurities.com
PFM Financial Advisors, LLC	407-406-5761	Brent Wilder, Managing Director	

SUBMITTALS RECEIVED BY: Paul Nobles, CPPB, CPPO, Purchasing Manager DATE: May 17, 2018

Noticed 05/17/18

PRN

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14753 **County Administrator's Report 10. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018

Issue: Contract Award for Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers, per the terms and conditions of PD 17-18.083, Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill, for a lump sum of $190,371 for a two- year term of professional services.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101]

BACKGROUND:

EPA's Title V Clean Air Act Amendment Regulations 40 CFR 60, 61, 63 along with EPA's Greenhouse Gas Reporting Program (GHGRP) 40 CFR Part 98, and FDEP Rule(s) 62-4, 62-204, 62-210, 62-213, 62-296, 62-297 all require the collection, reporting, and storage of large amounts of landfill gas (LFG) data and records. An estimated 1500 Professional Service man hours are required for this compliance effort for the next two years. Scope of work includes but not limited to: Title V Air Operation Permit Renewal, Monthly Data Analysis, Semiannual Reports, Annual Title V Statement of Compliance, Annual Operating Report and Emission Estimate, Greenhouse Gas Reporting and Landfill Gas System Phasing Plan.

Requests for Letters of Interest, PD 17-18.083, Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill, was publicly noticed in the Pensacola News Journal on July 9, 2018. It was also sent directly to twenty one firms via the GFS email system. Responses were received from two firms onJuly

25, 2018. Discussions were held with two firms on August 10, 2018. The selection committee ranked the firms in the following order:

1. Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers
2. Geosyntec Consultants, Inc.

Negotiations were held with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers, on August 24, 2018 resulting with a final negotiated total fee of $190,371 for a two (2) year term of professional services.

BUDGETARY IMPACT:

Solid Waste Fund 401, Cost Center 230304, Object Code 53101

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form G: Consulting Services for Stand Alone Projects.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Fl 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G: Consulting Services for Stand Alone Projects.

Attachments

Agreement with Exhibits

Committee Ranking Evaluations

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers)

PD 17-18.083, Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of September, 2018, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers), a for-profit corporation authorized to transact business in the State of Florida, whose address is 3922 Coconut Palm Drive, Suite 102, Tampa, Florida 33610, and whose Federal tax identification number is 54-0913440 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers) is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean Brent Schneider, Engineering & Environmental Quality Manager, Solid Waste Management. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 17-18.083, Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 17-18 in the amount of One Hundred Ninety Thousand Three Hundred Seventy One Dollars ($190,371) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 17-18.083, Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill, and as represented in the Consultant's Letter of Interest response to PD 17-18.083, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $N/A.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of One Hundred Ninety Thousand Three Hundred Seventy One Dollars ($190,371). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers)
3922 Coconut Palm Drive, Suite 102
Tampa, Florida 33610

(d) Invoices to the County shall be sent to:

Brent Schneider
Engineering & Environmental Quality Manager
Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

Notices to the County shall be sent to:

Jack R. Brown
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more

efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In

such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or

corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Paul Nobles, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing,

the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers), signing by and through its Dan Cooper, PE, Vice President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

_____
Witness

BCC Approved: September 6, 2018

CONSULTANT:
Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers), a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Dan Cooper, PE, Vice President

By: _____
Secretary

Date: _____

August 24, 2018
File No. 090411218

Mr. Paul R. Nobles, CPPO, CPPB, FCCM, FCN
Escambia County - Purchasing Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place, 2nd Floor
Pensacola, FL 32502

Subject: Scope of Work
Professional Services to Provide Title V Compliance Services for Perdido Landfill
Solicitation Identification Number PD 17-18.083

Dear Mr. Nobles:

Escambia County has a goal of maintaining continuous compliance with all regulations and air permits for their landfill. By reviewing the information package provided for the above solicitation and our understanding of the existing project, SCS has identified and prepared the following scope of work. The scope of work presented in this document will be undertaken for the duration of the contract with Escambia County (County), which is expected to last for two years beginning in October 2018 and ending September 2020.

PROJECT APPROACH

SCS understands the complexity of this project and recognizes the interdependency of the landfill-gas-to-energy (LFGTE) facility, landfill operations, and Title V regulatory compliance. The following provides SCS's technical approach to supporting the County in daily achievement of maximizing gas flow and quality to the LFGTE facility, minimizing impact to on-going landfilling operations, and operating the Gas Collection and Control System (GCCS) to achieve these goals while maintaining the operational and reporting requirements of Title V and New Source Performance Standards (NSPS).

Task 1 – Monthly Data Review

Federal and state regulations require the collection, reporting, and storage of large amounts of landfill gas (LFG) data and records. To handle this myriad of data, SCS developed and will continue to utilize on this project, the SCSetools® module. SCSetools®, currently implemented at over 500 sites across the country – including Perdido Landfill, is a user-friendly, secure, web-based database that facilitates capture and utilization of wellfield monitoring data. Following collection, the data is available for wellfield, compliance, and document management.

Because landfills are dynamic, knowing how the LFG system changes over time is important for maximizing collection efficiency and operation. SCSetools® includes trend analysis, anomaly investigation, mapping, and reporting. Each well, or series of wells, can be pre-programmed for trigger points using user-specified conditions, or standard regulation parameters. User customized reports are also generated to meet regulatory requirements and user needs.

Utilizing these features on SCSetools®, SCS will review the LFG data collected by the County's technician or contracted O&M consultant to confirm compliance with the operational requirements of the NSPS and Standard Operating Procedures (SOP) established for the facility. Wellfield exceedances will be tracked to allow appropriate corrective actions to be implemented within 5 days, and follow-up readings for wellfield exceedance corrections to be documented within 15 days. If compliance cannot be achieved within these timeframes, alternate procedures or alternate timelines for wellfield repairs and/or system expansions will be suggested for submittal to Florida Department of Environmental Protection (FDEP).

SCS will look for trends that could indicate potential problems with the system or a need to change the way in which the wellfield is operated. This proactive review is consistent with our understanding of the County's desire to regularly review the GCCS operations from an engineering perspective to avoid future potential compliance issues.

After a thorough review of monthly wellfield data, SCS will provide a monthly wellfield monitoring report via e-mail that will include current exceedances observed at the site, recommendations for maximizing LFG collection and a spreadsheet with running wellfield data. SCS will host monthly wellfield review meetings via web-conferencing to review with the County and GCCS operations personnel the monthly wellfield monitoring report, follow-up remedial activities, upcoming Title V reporting deadlines, on-going site activities, and other miscellaneous items. This will provide open communication for project stakeholders, and a review/preview of landfill, LFGTE facility, and GCCS activities.

SCS will also provide a monthly meeting summary package after monthly wellfield review meetings, which will include a current action items list discussing topics covered during the monthly meeting and an annotative site plan outlining current exceedances, compliance deadlines and other on-going site activities.

Task 2 – Semiannual NSPS and SSM Reports

SCS will prepare the semiannual reports required by 40 CFR 60.757(f) and the site's Title V permit. The semiannual reports will include the following information:

- Value and length of time for exceedances of applicable monitoring parameters.
- Documentation of GCCS maintenance, remediation, and system expansion to meet the Title V 5/15/120 day regulatory correction of wellfield exceedances.
- A summary of FDEP requests and responses as relates to the GCCS operations for the reporting period.
- Description and duration of periods when the control device was not operating for a period exceeding one hour and the length of time the control device was not operating.
- List of periods when the collection system was not operating in excess of five days.
- Description and duration of periods when the gas stream was diverted from the control device through a bypass line, and/or to the LFGTE facility.
- The location of each exceedance of the 500 parts per million (ppm) surface emission criteria, and documented in the quarterly surface emissions monitoring reports provided by the County's technician or contracted O&M consultant.
- If the GCCS is expanded, a diagram of the collection system showing the wells and collectors, including the areas excluded from collection and the areas into which the system will be expanded in the future.

Wellhead Monitoring Data

Exceedances of the regulatory criteria for wellhead pressure, oxygen concentration, and wellhead temperature will be listed and explained, if necessary. This portion of the report will be based on the monthly LFG data obtained by the County's technicians.

Control Device Operation

SCS will examine records of control device operation and summarize downtime for the GCCS per 40 CFR 60.757(f)(3) and (4). If applicable to the site, SCS will address any times when LFG is diverted from the flare to the LFGTE facility. The report will also state that the blower flare station (BFS) is not configured to allow diversion of the gas stream to the atmosphere. We will also review site records to confirm that there were no occasions when the flare was offline while the blowers were in operation.

Surface Emissions Monitoring

SCS will summarize the results of the surface emissions monitoring conducted during the semiannual period. If exceedances of the 500 ppm of methane surface emission criteria were measured, SCS will provide a description of the remedial actions undertaken by the County and the results of the rechecks.

GCCS Expansion

If applicable, SCS will provide a description of any GCCS expansions constructed during each semiannual period. SCS will include an updated site plan for the GCCS in the report.

Report Submittal

These reports will be prepared for submittal by the following dates:

- First Semiannual Report: July 30 following reporting period
- Second Semiannual Report: January 30 following reporting period

SCS will provide one draft copy of the NSPS/SSM report for the County's review, fourteen (14) days (or sooner) prior to the final submittal dates listed above. Upon receipt of County comments and finalization of reports, SCS will submit the reports to FDEP via e-mail in Adobe Acrobat format and a hardcopy will also be submitted to the County for recordkeeping. The reports will be signed and sealed by a Florida Professional Engineer. We will also upload the document to the project site's SCSetools® portal.

Task 3 – Annual Title V Statement of Compliance

SCS will review the site's Title V permit and prepare a statement of compliance that documents the compliance status for the various permit conditions. We will prepare this report based on our knowledge of site operations, discussions with County personnel, and a review of records that we will request from the County. SCS will review the operational data and provide a summary of deviations, if any, from the applicable requirements and summarize steps that were or will be taken to regain compliance.

SCS will provide one draft copy of the Title V statement for the County's review, fourteen (14) days (or sooner) prior to the final submittal date of March 1st. Upon receipt of County comments, SCS will

finalize the statement and submit to FDEP via e-mail in Adobe Acrobat format and a hardcopy will be submitted to U.S. Environmental Protection Agency (EPA) Region 4. We will also submit a hardcopy of the report to the County for recordkeeping and upload the document to the project site's SCSetools® portal.

Task 4 – Annual Operating Report and Emission Estimate

SCS will prepare the annual operating report (AOR) and emission fee statement, which are described below:

- Annual operating report. This includes the reporting of emission unit's actual operating information for the past year and calculations of the annual emissions of criteria air pollutants.
- Emission Fee Statement. SCS will provide documentation for the County's payment of fees based on the level of actual air emissions in the reporting calendar year that are calculated in the eAOR.

Annual Operating Report and Title V Emission Fee

For the AOR, SCS will obtain information from the County that is relevant to the operation of the emission units listed in the Title V permit. Air emission factors will be obtained from past reports, site permits, or the U.S. EPA's *Compilation of Air Pollutant Emission Factors*, commonly known as AP-42. Using this information, SCS will calculate the estimated actual emissions from the permitted emission units and supply this information in the required report form. Information will be entered into the FDEP eAOR software program as required.

SCS will provide one draft copy of the AOR for the County's review no later than fourteen (14) days prior to the final submittal date of April 1st. Upon receipt of County comments, SCS will finalize the eAOR and submit the applicable documents electronically for County's Responsible Official electronic signature and submittal to FDEP. Submittal of the eAOR will generate the Title V Emission Fee invoice and by providing a draft fourteen (14) days (or sooner) in advance will allow enough time for the County to process payment of the applicable fees by the April 1st deadline. We will also submit the report via e-mail in Adobe Acrobat format to the County and upload the document to the project site's SCSetools® portal.

Task 5 – Greenhouse Gas Reporting

SCS will provide the applicable Greenhouse Gas (GHG) reporting with the following tasks:

- Data Compilation
  - Review and compile waste disposal data for Perdido Landfill from January through December of the reporting year.
  - Review and compile engine use data for stationary engines onsite from January through December of the reporting year.
- Data Calculations and Reporting
  - Enter data into EPA GHG calculation spreadsheets or into the SCS-generated GHG calculation spreadsheets.
  - Enter data from all calculations into EPA's electronic reporting system (e-GGRT).
- Reporting

- Generate summary report for the County's records, which includes data and backup calculations.

SCS will provide one draft copy of the GHG report for the County's review, fourteen (14) days prior to the final submittal date of April 1st. Upon receipt of County comments, SCS will finalize and submit the applicable documents electronically for submittal to EPA. We will also submit the report via e-mail in Adobe Acrobat format to the County and upload the document to the project site's SCSetools® portal.

Task 6 - FDEP Coordination and Correspondence

At times, the County may request that SCS prepare correspondence for submittal to FDEP, such as requests for alternate procedures or alternate timelines for wellfield repairs or expansions. This may also include requests for operating variances and responses to requests for additional information. SCS will communicate with FDEP on the County's behalf should any issues arise from site inspectors.

Task 7 – Visible Emissions Testing

SCS will coordinate with the County and the LFGTE facility to ensure that FDEP is notified of testing at least 15 days prior to testing and also to coordinate test results submittal within 45 days after testing. SCS will conduct visible emissions testing of the flare in accordance with the site's Title V permit, U.S. EPA Method 22 and recent U.S. EPA determinations. SCS personnel will complete the necessary forms and document observations of opacity.

SCS will provide one draft copy of the visible emissions report for the County's review, fourteen (14) days prior to the final submittal date of September 30th. Upon receipt of County comments, SCS will finalize the report and submit to FDEP via e-mail in Adobe Acrobat format. We will also submit a hardcopy of the report to the County for recordkeeping and upload the document to the project site's SCSetools® portal.

Task 8 – Liquid Level Analysis

SCS recommends that the County perform liquid level measurements of the wellfield biannually. After each round of liquid level measurements, SCS will request the measurements and the most recent topography map of the site from the County. Upon receipt of all data, SCS will compile the information into SCS's site-specific liquid level spreadsheet containing as-built data, liquid level measurements and current elevations of the LFG extraction wells for analysis of the wellfield. SCS will provide results of each liquid level event in Adobe Acrobat format with recommendations to improve well performance, lower overall liquids in the landfill, and maximize LFG collection.

Task 9 – Blower Flare Station (BFS) Assessment

LFG collected from the Perdido Landfill is routed to the existing BFS through the GCCS piping network to be combusted at the flare or sent to the LFGTE facility to be converted to electricity. SCS will perform an assessment of the existing BFS to ensure the LFG is being collected and combusted efficiently. The existing system does not operate efficiently when excess gas is pulled from the landfill. We will submit a report via e-mail to the County in Adobe Acrobat format that will include a summary of how the existing BFS is operating, recommendations of proposed apparatus that will

maximize LFG collection while allowing for more seamless operation in all flow scenarios. SCS will provide cost estimates for any recommended upgrades as part of our report.

Task 10 – GCCS Annual Phasing Plan

SCS will prepare an annual five-year GCCS phasing plan to address integration of current and projected landfilling operations with GCCS operational issues and recommendations for system repairs, modifications, upgrades, etc. The annually updated plan will also be coordinated with any major GCCS system expansion construction scope. The County will provide SCS with current fill sequencing plans and the GCCS sequencing plans will be incorporated into those drawings. SCS will provide a drawing package with recommendations for system repairs, upgrades, etc. to the County for review. Upon receipt of County comments, SCS will finalize the drawings and submit to the County via e-mail in Adobe Acrobat format.

This work may be conducted during 2019 or 2020 depending on current and future sequencing and filling operations.

Task 11 –On-Call Landfill Gas Consulting Services

SCS will provide on-call engineering assistance that is not specifically addressed under other work assignments under this task. Work that may be performed can include:

- Flare station design, upgrades, and permitting
- GCCS expansion design
- LFG technician O&M training
- LFG gas samplings and analysis
- GCCS operational evaluations, consulting with the County on leachate dewatering of vertical extraction wells, troubleshooting vacuum and gas quality issues. (over and above Task 1-Monthly Data Reviews)
- Other LFG related design, operational, and permitting services as requested.

Prior to execution of any of the above task services, a detailed project scope and fee proposal shall be prepared and executed before commencement of work services.

Sincerely,

Stephanie M. Liptak
Project Professional
SCS Engineers

Daniel R. Cooper, P.E.
Vice President
SCS Engineers

SML/DRC

Encl. Manpower and Fee Estimate

Exhibit "B" & "C"

ATTACHMENT 1 - MANPOWER AND FEE ESTIMATE
SCS Tampa - Escambia Fee Schedule through 09/30/20
Location

Personnel	Tasks (Hours) 1	2	3	4	5	6	7	8	9	10	11	Total (hours)	Rate ($)	Total ($)
Principal	0.0	4.0	1.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	240	1,440
Project Director	60.0	4.0	2.0	1.0	2.0	8.0	0.0	4.0	12.0	3.0	4.0	100.0	190	19,000
Senior Project Advisor	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	2.0	195	390
Senior Project Manager	0.0	0.0	0.0	0.0	4.0	12.0	0.0	0.0	0.0	0.0	0.0	16.0	170	2,720
Project Manager	90.0	24.0	4.0	2.0	3.0	0.0	2.0	0.0	0.0	15.0	20.0	160.0	155	24,800
Senior Project Professional	260.0	24.0	15.0	14.0	27.0	30.0	0.0	16.0	28.0	5.0	30.0	449.0	135	60,615
Project Professional	280.0	120.0	28.0	20.0	0.0	20.0	0.0	40.0	40.0	30.0	20.0	598.0	112	66,976
Staff Professional	0.0	0.0	0.0	0.0	42.0	0.0	0.0	0.0	0.0	19.0	0.0	61.0	102	6,222
Senior Technician	0.0	0.0	0.0	0.0	0.0	0.0	12.0	0.0	0.0	0.0	0.0	12.0	90	1,080
Designer	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	102	0
Construction Superintendent	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	98	0
Associate Staff Professional	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	90	0
Designer/Drafter	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	90	0
Technician	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	75	0
Secretarial/Clerical	8.0	10.0	8.0	4.0	4.0	2.0	0.0	4.0	0.0	6.0	6.0	52.0	82	4,264
Subtotal Labor (hours)	698.0	186.0	58.0	42.0	82.0	72.0	16.0	64.0	80.0	78.0	80.0	1,456.0		
Subtotal Labor ($)	92,466	22,940	7,057	5,198	9,782	10,014	1,780	7,728	10,540	9,360	10,642			187,507
Reimbursables	2,148	0	0	0	0	0	0	0	716	0	0			2,148
G&A, 5 percent subcontractors														
Total Lump Sum Fee Estimate	**$94,614**	**$22,940**	**$7,057**	**$5,198**	**$9,782**	**$10,014**	**$1,780**	**$7,728**	**$11,256**	**$9,360**	**$10,642**			**$190,371**

Notes:	Billing Basis:
Task 1 - Monthly Data Review	Lump Sum by percent complete of Task Fee : 1/24th per month
Task 2 - Semiannual NSPS and SSM	Lump Sum by percent complete of Task Fee, 2 reports per year for 2 years
Task 3 - Annual Title V Statement of Compliance	Lump Sum by percent complete of Task Fee, 1 report per year for 2 years
Task 4 - AOR & Emissions Estimate	Lump Sum by percent complete of Task Fee, 1 report per year for 2 years
Task 5 - GHG Reporting	Lump Sum by percent complete of Task Fee, 1 report per year for 2 years
Task 6 - FDEP Coord. & Corresp.	Lump Sum per event : Total Cost fee based on 6 events per annum
Task 7 - VE Testing	Lump Sum by percent complete of Task Fee, 1 report per year for 2 years
Task 8 - Liquid level Analysis	Lump Sum by percent complete of Task Fee, 2 reports per year for 2 years
Task 9 - Blower/ Flare Station Assessment	Lump Sum by percent complete of Task Fee, 1 report within first year
Task 10 - GCCS Annual Phasing Plan	Lump Sum by percent complete of Task Fee, 1 report per year for 2 years
Task 11 - On-call LFG Consulting Status	Lump Sum by percent complete of Task Fee

PD 17-18.083, Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill	Geosyntec Consultants	Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (SCS Engineers)
Devon Kenney	96	95
Brent Schneider	88	93
Shakib (Nick) Bayanzay	90	91
Total	274	279

Devon Kenney			
PD 17-18.083, Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill	Points	Geosyntec Consultants	Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (SCS Engineers)
Knowledge of Title V Permitting and Reporting	30	30	30
Availability of local staff	10	8	5
Landfill Gas Wellfield Operating Experience	30	30	30
Knowledge of existing site conditions at the Perdido Landfill	30	28	30
	Total	96	95

Brent Schneider			
PD 17-18.083, Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill	Points	Geosyntec Consultants	Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (SCS Engineers)
Knowledge of Title V Permitting and Reporting	30	30	30
Availability of local staff	10	8	5
Landfill Gas Wellfield Operating Experience	30	25	30
Knowledge of existing site conditions at the Perdido Landfill	30	25	28
	Total	88	93

Shakib (Nick) Bayanzay			
PD 17-18.083, Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill	Points	Geosyntec Consultants	Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (SCS Engineers)
Knowledge of Title V Permitting and Reporting	30	25	28
Availability of local staff	10	7	8
Landfill Gas Wellfield Operating Experience	30	28	25
Knowledge of existing site conditions at the Perdido Landfill	30	30	30
	Total	90	91

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14728 **County Administrator's Report 10. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018

Issue: Change Order to Design Homebuilders, Inc. for CDBG Housing Rehabilitation at 206 Calloway Street
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Design Homebuilders, Inc., for Community Development Block Grant Housing Rehabilitation at 206 Calloway Street - Tonya Gant, Neighborhood & Human Services Director

That the Board approve and authorize the County Administrator to execute the following Change Order 2 for a CDBG Housing Rehabilitation Project at 206 Calloway Street, adding funds for $1,140:

Department:	Neighborhood & Human Services
Division:	Neighborhood Enterprise
Type:	Addition
Amount:	$1,140
Vendor:	Design Homebuilders, Inc.
Purchase Order No:	181331
Change Order No:	2
Original Award Amount:	$49,070
Cumulative Amount of Change Orders:	$1,960
New Contract Total:	$51,030

[Funding: Fund 129, 2015 CDBG, Cost Center 370233]

BACKGROUND:

The Community Development Block Grant (CDBG) Housing Rehabilitation program provides funding for moderate housing rehabilitation for low and moderate income homeowners. On 3/2/18, the Neighborhood Enterprise Division solicited sealed bids via publication in the *Pensacola News Journal* and email contact to interested contractors for moderate housing rehabilitation for 206 Calloway Street. Repairs to be performed include new roof installation, electrical re-wire, septic tank abandonment, replumbing, window replacement, cabinetry replacement, and other associated interior and exterior repairs. A contract was awarded to Design Homebuilders, Inc. in the amount of $49,070 under purchase order #181331. After the start of the job, damage was uncovered which required change order #1 in the amount of $820, to bring the job total to $49,890. As work has progressed, additional plumbing damage was found to original cast iron pipes. The contractor has provided an estimate of $1,140 to make the needed repairs, bringing the total contract amount to $51,030. This change order will allow for repairs to be completed for the homeowner.

BUDGETARY IMPACT:

Funding is available in Fund 129, 2015 CDBG, Cost Center 370223.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable to this recommendation.

PERSONNEL:

Not applicable to this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

If approved by the Board, the Change Order will be processed by the Neighborhood Enterprise Division in coordination with the Office of Purchasing.

Attachments

PO 181331

Proposed CO2

PURCHASE ORDER NO. 181331

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

Copy

VENDOR
409483
DESIGN HOMEBUILDERS INC
2460 BLUFFS CIRCLE
PENSACOLA FL 32503

pdf

SHIP TO
NEIGHBORHOOD ENTERPRISE
221 PALAFOX PLACE, 2ND FLOOR

PENSACOLA FL 32502

ATTN: SEAN WEBSTER 595-0880

ORDER DATE: 07/11/18	BUYER: RAMONA WILLIAMS	REQ. NO.: 18001496	REQ. DATE: 07/09/18
TERMS: NET 30 DAYS	F.O.B.: PREPAY AND ADD	DESC.: 2015 CDBG - HOUSING REHAB	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			HOUSING REPAIRS PERFORMED AT 206 CALLOWAY STREET, Cantonment, FLORIDA, FOR JUANITA B. ODOM UNDER THE 2015 CDBG HOUSING REHAB PROGRAM.		
01	1.00	LOT	HOUSING REPAIRS PERFORMED AT 206 CALLOWAY STREET, CANTONMENT, FLORIDA, FOR JUANITA B. ODOM UNDER THE 2015 CDBG HOUSING REHAB PROGRAM.	49070.0000	49,070.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	370223	58301	49,070.00	

PAGE TOTAL	$	49,070.00
TOTAL	$	49,070.00

pdf Copy

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

PURCHASE ORDER NO. 181331-1
CHANGE DATE: 08/01/18

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL: 32502-5843

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VENDOR
409483
DESIGN HOMEBUILDERS INC
2460 BLUFFS CIRCLE
PENSACOLA FL 32503

pdf

SHIP TO
NEIGHBORHOOD ENTERPRISE
221 PALAFOX PLACE, 2ND FLOOR

PENSACOLA FL 32502

ATTN: SEAN WEBSTER 595-0880

ORDER DATE: 08/01/18	BUYER: PURCHASING MANAGER	REQ. NO.: 18001496	REQ. DATE: 07/09/18
TERMS: NET 30 DAYS	F.O.B.: PREPAY AND ADD	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Additional funds required to handle additional work due to additional damage discovered during course of work. ORIGINAL PO $49,070.00 CHANGE ORDER #1 $820.00 NEW TOTAL $49,890.00		
01	.00	LOT	HOUSING REPAIRS PERFORMED AT 206 CALLOWAY STREET, CANTONMENT, FLORIDA, FOR JUANITA B. ODOM UNDER THE 2015 CDBG HOUSING REHAB PROGRAM.	820.0000	820.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	370223 58301	820.00	

PAGE TOTAL	$	820.00
TOTAL	$	820.00

pdf Copy

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: 2
Date: August 20, 2018

Homeowner(s): Juanita Odom
Address: 206 Calloway
Cantonment, Florida 32533

The following changes to the above contract are hereby made based upon the following justification:

As contractor was re-plumbing the house it was discovered that the main cast iron drain in the kitchen/bath area is deteriorated and will need to be replaced along with some wall framing.

Change order scope of work (or attach specifications as necessary):

See attached change order request

SUMMARY

Original Contract Amount:	$49,070.00
Previous Additions (Change Order No.____)	
Previous Deletions (Change Order No.____)	
Current Contract Amount:	$49,890.00
+ Change Order Amount:	$1,140.00
New Contract Amount:	$51,030.00
Cumulative Percent ( ) Increase ( ) Decrease	

Original Start Date (NTP):	7/09/2018
Original Contract Period:	60 days
Previous Completion Date:	9/06/2018
This Change Order (x) Increase ( ) Decrease	4 days
New Contract Period	68 days
New Completion Date	9/14/2018

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

x Juanita Odom
Homeowner Signature

Juanita Odom
Print Name Date:

08-24-18
Homeowner Signature

Print Name: Date:

NEIGHBORHOOD ENTERPRISE DIVISION

Rehabilitation Specialist or Program Director

Print Name Date

Division Manager

Print Name Date

CONTRACTOR:

Signature

JOSE A. FERNANDEZ 08/24/18
Print Name Date:

DESIGN HOME BUILDERS, INC.
Firm Name

3 Originals: Homeowner, Contractor, File

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

Design Home Builders, Inc.

2460 Bluffs Cir.
Pensacola, Fl.32503

Ph. (850)435-8944 Cell(850)5163130
Tony234@bellsouth.net

CHANGE ORDER

TO: Escambia County, Fl.
Neighborhood Enterprise Division

JOB: 206 Calloway St.	Cantonment, Fl. 32533	Ms. Juanita Odom	08/14/18

	When replacing water lines plumbing found the cast drain iron pipe was rusted and need it to be replace. Price including bust concrete, replace toilet, tub, vanity and vent pipes. Re-pour concrete and lay title removed from floor. Replace 10 Ft. 2x6 bottom plate kitchen wall. A additional 4 days will take to complete task.		
	Total Amount :		$ 1 140.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14755 **County Administrator's Report 10. 27.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018

Issue: Neighborhood Renewal Initiative Mini-Grant Agreement with Bayou Davenport Neighborhood Watch, Inc.
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Neighborhood Renewal Initiative Mini-Grant Agreement with Bayou Davenport Neighborhood Watch, Inc. - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Community Development Block Grant (CDBG) funded Neighborhood Renewal Initiative Mini-Grant Agreement with Bayou Davenport Neighborhood Watch, Inc.:

A. Approve the Neighborhood Renewal Initiative Mini-Grant Agreement between Escambia County and Bayou Davenport Neighborhood Watch, Inc., awarding a Neighborhood Renewal Initiative Grant, in the amount of $500, for Bayou Davenport Neighborhood Watch Signs Project, located in the Warrington Community Redevelopment Area; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the project.

[Funding: Fund 129, 2014 CDBG, Cost Center 370221]

BACKGROUND:

The 2014 Escambia Consortium Annual Action Plans approved by the Board included a CDBG allocation for Neighborhood Renewal Initiative Projects targeting the County's designated Community Redevelopment Areas (Exhibit I). The Neighborhood Renewal Initiative Grant, implemented through the Neighborhood & Human Services Department, provides funds from CDBG resources to encourage community and volunteer based redevelopment efforts.

The proposal submitted by the Bayou Davenport Neighborhood Watch, Inc. has

been reviewed by staff of the Neighborhood & Human Services Department. The Warrington proposal is for the purchase of neighborhood watch signs to be installed in the neighborhood and will not exceed $500; a copy of the Agreement, including the group's original application is included in Exhibit II.

BUDGETARY IMPACT:

The funds for the Project are budgeted in Fund 129/2014 CDBG, Cost Center 370221.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No impact related to additional personnel associated with the Grant Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

An Agreement mutually approved and executed between the County and the Project sponsors is required for implementation of each Project.

IMPLEMENTATION/COORDINATION:

Implementation and oversight will be provided by Neighborhood Enterprise Division (NED) and the Community Redevelopment Agency (CRA), as needed.

Attachments

Ex I-2014 Ann Plan Summary

Ex II-Bayou Davenport Mini Grant Agreement

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board take the following action concerning approval of the Escambia Consortium 2014/2015 Annual Action Plan; a complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website at: http://www.myescambia.com (Funding: Fund 129, CDBG; Fund 147, HOME; and Fund 110, ESG – Cost Centers to be assigned):

A. Approve the Escambia Consortium 2014/2015 Annual Action Plan for Housing and Community Development, including the Escambia County 2014 Annual Plan, detailing use of 2014 Community Development Block Grant (CDBG) funds, in the amount of $1,653,390; 2014 HOME Investment Partnerships Act (HOME) funds, in the amount of $975,346; and 2014 Emergency Solutions Grant Program (ESG) funds, in the amount of $136,359; and

B. Authorize the County Administrator to execute all 2014/2015 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2014 CDBG, 2014 HOME, and 2014 ESG Programs.

Approved 3-0, with Commissioner Valentino having left the meeting and Commissioner Robertson temporarily out of Board Chambers

13. Recommendation: That the Board take the following action concerning Dental Insurance (PD 12-13.029) (Funding Source: Fund 501, Internal Service Fund, Cost Center 150109, Object Code 54501):

A. Approve a three-month extension of the present Contract to December 31, 2016, without an increase in administrative fees; and

B. Authorize the County Administrator to sign the Dental Administration Service Contract between Delta Dental Insurance Company and Escambia County (Service Contract will be drafted upon approval of this Board action).

Approved 3-0, with Commissioner Valentino having left the meeting and Commissioner Robertson temporarily out of Board Chambers

ESCAMBIA COUNTY
2014/2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION: **FUNDING:**

Housing Rehabilitation Program (General) **$262,311***

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 6 substandard homeowner occupied units, optional sanitary sewer connection assistance for lower income owners in targeted areas and related program operating costs. Funds may also be used to provide energy improvements, weatherization and storm protection/mitigation improvements, such as insulation, hurricane shutters/film, rated windows, lead based paint assessment and abatement, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is $15,000). (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management **$288,328**

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

Escambia County Community Redevelopment Agency **$17,000**

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing **$ 18,500**

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project **$275,000**

Funds allocated for this activity will be used to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites and are located within the County's Community Redevelopment Areas (Palafox Corridor, Warrington, Brownsville, Barrancas, Englewood, Cantonment & Ensley), the City of Pensacola's Community Redevelopment Areas; the County or City's designated Enterprise Zones; and/or designated Brownfield sites within the County or City. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or public infrastructure related development expenses. Activities will be closely coordinated with other local, Federal or State Brownfield Programs. (Limited to areas of slum and blight as designated by Escambia County or the State of Florida in accordance with Florida law, including designated Brownfield sites).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc. **$47,000**

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

Foreclosure Prevention Education and Counseling **$15,500**

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties **$10,000**

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, Palafox Corridor, Cantonment, Ensley Community Redevelopment Areas and Century.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade **$95,000**

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project **$45,000**

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

CRA/Neighborhood Restoration Program **$175,000**

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Warrington, Brownsville, Englewood, Barrancas, Cantonment, Ensley and Palafox Corridor Community Redevelopment Areas, as well as County's Enterprise Zone (Low and Moderate Income Neighborhoods)

Community Redevelopment Facade Improvement Program $**50,000**

Prior year funds will continue to support matching grants not to exceed $25,000 per commercial business for exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (including Warrington, Barrancas, Brownsville, Englewood and the Palafox Corridor), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements **$149,751**

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Warrington, Brownsville, Englewood, Palafox Corridor, Cantonment, Ensley and Barrancas. Funds may also be utilized to support costs for improvements/enhancements to County owned Senior Citizen Center facilities serving neighborhoods in unincorporated Escambia County. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Public Facility: Community Health Clinic Redevelopment Project **$200,000**

Funds will partially support site development and construction of a new community-based health clinic on County–owned Brownfield property located on Pace Boulevard (Census Tract 4) to improve the delivery of heath care services to lower income residents of the surrounding area. In addition to the 2013 funds identified above, up to $400,000 in prior year CDBG funds will be expended in support of this project.

Redevelopment Area Neighborhood Renewal Incentive/Initiative **$ 5,000**

Until exhausted, prior year funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification and enhancement activities carried out in locally designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, Palafox Corridor, Cantonment, and Ensley Community Redevelopment Areas.

TOTAL 2014 ESCAMBIA COUNTY CDBG FUNDS PROJECTED **$1,653,390**

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NEIGHBORHOOD RENEWAL INITIATIVE MINI-GRANT AGREEMENT

THIS AGREEMENT, made and entered into this **6th** day of **September**, 2018, by and between **ESCAMBIA COUNTY**, P. O. Box 1591, Pensacola, Florida 32597 (the "County") and **Bayou Davenport Neighborhood Watch Inc**, 539 S. Second St, Pensacola, Florida 32507 (the "Grantee") for the specific benefit of the **BAYOU DAVENPORT NEIGHBORHOOD WATCH YARD SIGNS** (the Project").

PROVISIONS

A. The County has established the Escambia Neighborhood Renewal Initiative (the "Program") to provide grants to qualified organizations to complete specified projects within the boundaries of the County's designated Community Redevelopment Areas, which program and projects constitute a public purpose; and

B. All grant monies, under this Program, shall be expended solely for the construction and completion of the specified project (the "Project"), and shall be expended in accordance with provisions of the Community Development Block Grant (CDBG) Program Regulations at 24 CFR Part 570 and laws and regulations related thereto; and

C. The Program is conditioned upon satisfactory completion of the Project as outlined below. In consideration of the mutual covenants described herein, and other good and valuable consideration, which the parties hereby determine to be sufficient, the parties agree as follows:

1. Above Provisions: The above provisions are hereby incorporated into this Agreement.

2. Neighborhood Renewal Grant: County hereby awards Grantee a Program grant in the maximum amount of $ **500.00** for the project described in **EXHIBIT I** of this Agreement.

3. Conditions: The documentation of performance, supervision, and/or receipt of goods as specified in the Project as described in **EXHIBIT I**.

4. Project: Grantee agrees to perform, or supervise the work performed as a part of the Project. Included as a part of the project is the guarantee for continued operation and/or maintenance of the project by the grantee. The parties hereto agree that the Project shall be defined as that described in **EXHIBIT I.** *The work activities may not commence until the Grantee has been advised that the Project can proceed by the County.*

5. Term: The work activities to be performed by the Grantee, as part of the Project, must be initiated on or before the **6th** day of **September, 2018,** and all Project activities shall be fully complete on or before the **31st** day of **March, 2019**. Should an extension become necessary, Grantee shall submit a written request to the County for

such an extension at least thirty (30) days prior to the termination date cited above. The County's agreement to grant an extension shall not constitute a waiver of any of the other terms of the Agreement

6. Applicable Laws: The Grantee must comply with all applicable ordinances and codes, and shall, at their own expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Grantee shall indemnify and hold harmless the County, including its elected officials, board members, agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees and costs, arising out of or resulting from the carrying out of this Agreement, and out of any work activities performed under this Agreement, or constituting a breach of any term of this Agreement. Indemnification and Hold Harmless Agreement is attached as **EXHIBIT II**.

8. Termination: The County shall have the right to terminate this Agreement for any breach of any term of this Agreement. A breach shall include, but not be limited to, failure to begin work and progress along the schedule in the time and manner specified in paragraphs 4 and 5; failure to provide equipment or materials adequate to perform the project; or failure to complete the project by the designated dates.

   If a Project is terminated, and that project is located on public property or right-of-way, the County reserves the right to remove or require the grantee to remove any or all portions of the Project. If a Project is terminated, and that Project is located on public property or right-of-way, the County reserves the right to claim as its own and use as it deems fit any improvements or materials remaining on the Project site. If a Project is terminated, and that Project is located on private property, the Grantee shall be solely responsible for removing or completing the Project in consultation with the owner of said property.

9. Notice of Termination: Upon the County's determination that Grantee has breached any term of this Agreement, the County or its agent will provide Grantee written notice by certified mail of said breach, and provide, in the written notice, the corrective action that Grantee must take. If Grantee does not take the above described corrective action within fifteen (15) days of Grantee's receipt of the written notice, this Agreement shall terminate without further notice. The corrective action must be acceptable to the County or its agent in order to avoid termination.

10. Subsequent to Termination: County shall provide Grantee a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the County may require the Grantee to submit a cashier's check to the County for the total amount of funds disbursed under this Agreement. The decision to demand repayment

in such instance shall rest solely with the County and/or the U. S. Department of Housing and Urban Development.

11. Neighborhood Associations as Independent Contractors: It is agreed between the parties that the Grantee is an independent contractor and is not an employee or agent of the County. Evidence of current corporate status is included in **EXHIBIT IV**.

12. Inspectors: The Escambia County Neighborhood & Human Services Department, Neighborhood Enterprise Division (NED), Community Redevelopment Agency (CRA), or other County officials, as may be duly authorized by the County, reserve the right to place inspectors at the work site or at the place of shipment or delivery of materials under this Agreement, or at the factory, or in the neighborhood, in order to confirm the legitimacy of monies expended under this Agreement. The County does not assume any liability for the quality of work performed or injuries incurred, in any manner, during the performance of the work described herein. Further, the County or its agent does not act in a supervisory capacity in the carrying out of this Project.

13. Monthly Reports: Monthly project reports must be submitted to the Escambia County Neighborhood Enterprise Division on or before the 1st calendar day of each month during construction of the project, excluding the month the project is initiated. Revenue and expenditure documentation shall be provided for all sources and uses of funds described in this Agreement. Original receipts and/or invoices are required for payment/reimbursement by the County. The County will not remit any drawdown on the grant without satisfactory supporting documentation, which decision will be made in the sole discretion of the County.

14. Payment Process. The County prefers to provide direct payments to the vendor for pre-approved, eligible project costs under the mini-grant program. However, *upon written request by the Grantee*, the County will agree to provide direct payments to the Grantee for pre-approved eligible Project costs that are incurred in carrying out the Project activities as authorized hereunder. The Grantee must select either the reimbursement or direct payment option prior to initiating any Project expenditures that are to be reimbursed or paid from Grant funds provided through this Agreement. The Grantee accepts sole responsibility for ensuring that all Project expenses are reviewed and pre-approved by the County prior to authorizing delivery of the goods, services or equipment. Failure to obtain such authorization shall release the County from any obligation to pay for unauthorized goods, services or equipment, and the liability for payment in such instances shall be the responsibility of the Grantee. If applicable, direct vendor payments shall be processed through the County Office of Purchasing, and shall conform to County requirements as stipulated in the County's Purchasing Ordinance. For all Grant related purchases or reimbursements, Grantee shall be required to provide the County with three written price quotes for each item to be purchased. In the event

the Grantee elects to be reimbursed for Project related expenses, the Grantee shall provide the County with the names and signatures of persons authorized to purchase merchandise for the Project. Reimbursements will be paid to these approved individuals ONLY, and shall be paid only after the Grantee submits vendor invoices, proof of payment, and other documentation as may be required by the County. Grantee and County agree that the final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit/Finance Division.

15. Maintenance of Records. Grantee shall maintain written records and accounts that document all expenditures related to this Project. Such records and accounts shall be maintained for a minimum period of three (3) years from the date of final completion of the project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The County, the Clerk of the Circuit Court/Finance Division, or the U. S. Department of Housing and Urban Development shall have the right to review any and all records or any other records pertaining to this Agreement, at any time. The Grantee acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Grantee fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Grantee and its surety, if any, seven (7) days written notice, during which period the Grantee still fails to allow access to such documents, terminate the employment of the Grantee. In such case, the Grantee shall not be entitled to receive any further payment or benefit associated with this Agreement. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Grantee (excluding monies owed the Grantee for subcontractor work).

16. Audit: The County, the Clerk of the Circuit Court/Finance Division, or the U. S. Department of Housing and Urban Development maintain the right to review and audit any and all financial records or any other records pertaining to this Agreement, at any time.

17. Utilization of Project Funds by Grantee. In the event the Grantee fails to utilize the Grant funds provided through this Agreement within the contract period and/or in accordance with the terms and conditions hereunder, the County shall be under no obligation to reserve or otherwise set-aside the remaining funds for future use by the Grantee.

18. Equipment: Should the Grantee organization be dissolved before the Project is completed, or should any equipment purchased or received as part of the Project not be used in accordance with the Grant Agreement, the equipment purchased through the Grant will become the property of the County. Further, Grantee shall inventory any equipment purchased through this Agreement and report the location, condition, and use of said equipment to the County, at least annually

for the usable life of the equipment. For equipment purchases under this Agreement, unless defined elsewhere, "usable life" shall be defined as two (2) years from the date of delivery of the equipment to the Grantee.

19. Amendments. The County shall have the authority to draft amendments to this Agreement. Any such amendment must be mutually agreed upon by both parties in writing and will require the County Administrator's approval before it becomes effective.

20. Notices. Any notices to the Grantee, under this Agreement, shall be mailed to: Neighborhood Renewal Initiative Program, Escambia County, Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, Florida 32502. Any notices shall be sent by certified mail.

21. No Discrimination. All activities provided hereunder shall be performed and executed in a non-discriminatory manner in keeping with the provisions of the Civil Rights Act of 1964 and 1968, as amended. Services and access hereto shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin. The Grantee accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

22. Federal Requirements: Grantee and County agree to comply fully with governing Community Development Block Grant regulations found at 24 CFR Part 570 and other related provisions cited therein and as stipulated in **EXHIBIT III** of this Agreement.

23. Control of Assets: All purchases under this Agreement that are paid with Federal funds shall be made by the County following the proper request and documentation by the Grantee. No assets with a value in excess of $25,000 will be procured under this agreement. Items to be purchased will generally have a per unit value of less than $500 and will have a usable maximum life of two (2) years.

24. Entire Agreement: This Agreement incorporates the entire Agreement, including any attached Exhibits or Amendments, between the parties hereto and no statements, representations, or terms, not included within the written terms of this Agreement, can be considered a part of this Agreement

25. Waiver: This Agreement does not constitute a waiver of any applicable Codes or regulations, or requirements. All applicable Codes and regulations remain in force.

26. This Agreement is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right

to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

27. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

28. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deeded to define, limit or extend the scope or intent of the clauses to which they appertain.

29. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. All notices under this contract shall be in writing, and shall be sent by certified mail to the parties at the respected addresses stated below.

30. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with duly adopted action or authority of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, parties hereto, by their duly authorized representatives, have set hereunto the hands and seals of each this date and year first written above.

SIGNATURE PAGE TO FOLLOW

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: September 6, 2018

BY: _____
Deputy Clerk
(SEAL)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 8/28/18

Bayou Davenport Neighborhood Watch, Inc., as sponsor of Bayou Davenport Neighborhood Watch Yard Signs Project in the Warrington Community Redevelopment Area

By: _____
Ellen Jeanne Givens, President

WITNESSED:

1. _____

_____ (Print Name)

2. _____

_____ (Print Name)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Ellen Jeanne Givens, President, Bayou Davenport Neighborhood Watch, Inc. as sponsor of the Bayou Davenport Neighborhood Watch Yard Signs Project in the Warrington Community Redevelopment Area, who did not take an oath and who:
___ is/are personally known to me.
___ produced current Florida driver's license or _____as identification.

_____
Signature of Notary Public

(Notary Seal)

_____
Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

NEIGHBORHOOD RENEWAL INITIATIVE MINI-GRANT
PROJECT ACKNOWLEDGEMENT

THE PROJECT DESCRIBED IN THIS AGREEMENT HAS BEEN PRESENTED OR PROVIDED TO REPRESENTATIVES OF BAYOU DAVENPORT NEIGHBORHOOD WATCH, INC. THE PROPOSAL IS IN KEEPING WITH THE NEEDS AND PRIORITIES OF THE COMMITTEE IN PROVIDING ENHANCED SERVICES FOR RESIDENTS OF THE WARRINGTON COMMUNITY.

EXECUTION OF THIS CERTIFICATION BY A REPRESENTATIVE OF THE BAYOU DAVENPORT NEIGHBORHOOD WATCH, INC ACKNOWLEDGES THE COMMITTEE'S GENERAL FAMILIARITY WITH THE PROJECT AND THE PROJECT'S BENEFIT TO THE COMMUNITY.

ACKNOWLEDGED BY:_____
Ellen Jeanne Givens, President

BAYOU DAVENPORT NEIGHBORHOOD WATCH, INC

Date:_____

EXHIBIT I

Project Application and Budget

SPONSORING AGENCY: **BAYOU DAVENPORT NEIGHBORHOOD WATCH INC**

PROJECT: **BAYOU DAVENPORT NEIGHBORHOOD WATCH YARD SIGNS**

ESCAMBIA NEIGHBORHOOD RENEWAL INITIATIVE

GRANT APPLICATION FORM

(Please type or print application in blue or black ink.)

Project Name: Bayou Davenport Neighborhood Watch Yard Signs

Name of Neighborhood Organization: Bayou Davenport Neighborhood Watch Inc.
Address: 539 S. Second St. Pensacola, Florida 32507

Mailing Address (if different from above):

Contact Person: (Ellen) Jeanne Givens
Phone: 850-619-2315
Fax:
Email Address: gvelle@aol.com

ORGANIZATION ELIGIBILITY CHECKLIST:

When was the Neighborhood Organization organized? 2007

How many members belong to the Organization? All residents in the area can be a part of the organization. There is no formal membership application or membership dues. Each year approximately 100 residents participate

The Organization's Membership is comprised of (check all that apply):
☑ Homeowners ☑ Renters ☑ Business Owners ☑ Other: Property Managers. Ministers of Neighborhood Churches

Is the Organization's membership open and non-discriminatory? ☑ Yes ☐ No

The Organization's current Officers or Board of Directors are:

Chair/President: (Ellen) Jeanne Givens
Vice Chair/Vice President: Joel Irby
Other (list title): Treasurer: Linda Kennedy

Is your Organization's listing with the State of Florida's Division of Corporation Active?
☑ Yes ☐ No [listing must be current for project to be awarded]

Has the Organization successfully implemented projects within the past six months?
☑ No
☐ Yes (If yes, please list at least one example:)

Bayou Davenport Neighborhood Watch continues to hold monthly meetings and there is significant member participation on the Nextdoor Bayou Davenport social networking site. President Jeanne Givens and Joel Irby (VP) attended the ECSO Neighborhood Watch Academy on 3-20-2018

PROJECT DESCRIPTION:

The Project is located in the following Escambia County Community Redevelopment Area (check one):

- ☐ Atwood
- ☐ Barrancas
- ☐ Brownsville
- ☐ Cantonment
- ☐ Englewood
- ☐ Ensley
- ☐ Oakwood
- ☐ Palafox
- ☑ Warrington

Neighborhood Organization location/boundaries (attach map as Exhibit A):

Map attached as Exhibit A

South of Barrancas Avenue, East to Live Oak Avenue. West to South Navy Boulevard and South to the mouth of Bayou Grande (By-laws).

Briefly describe the proposed Project (attach additional sheets if necessary):

We are requesting funds for Neighborhood Watch reflective yard signs The signs will be constructed of heavy gauge non-rusting aluminum. Signs will be 18" high x 12" wide and have rounded corners, for safety. The signs would be permanently displayed throughout the neighborhood either mounted on metal yard stakes or on mailbox posts.

A schematic drawing depicting planned site improvements is enclosed as **Exhibit C**, ***if applicable:*** ☐ Yes ☑ No A placeholder graphic layout, of the sign, is enclosed as Exhibit C A design that will convey our message and will be associated with the Bayou Davenport Neighborhood Watch is being developed. No site improvements are planned

Describe how the project addresses redevelopment area priorities/needs:

Although continued incidents of theft, burglary, vandalism, drug transactions and use, and prostitution have decreased since our organization was founded in 2007, we are confident that increased Neighborhood Watch visibility would boost Neighborhood Watch participation, and decrease crime in Bayou Davenport

The project will be undertaken in:

- ☑ Public right-of-way
- ☐ Public park/neighborhood facility
- ☐ Common area owned/managed by the Organization
- ☑ Private property

(NOTE: It is the applicant agency's responsibility to obtain written authorization from the owner of the property to be improved prior to proceeding with project activities)

Specify how the Organization will ensure that the improvements are properly maintained after completion (Organizations should not rely upon governmental agencies to perform or pay for such work):

Sign recipients will place yard signs in highly visible locations. Property owners will place signs on their own property.

Approximate number of persons to be served by grant: Although the grant will only provide 20 individual signs, increased Neighborhood Watch visibility will benefit the areas 200 residences Attempts will be made to distribute the signs evenly throughout the neighborhood

PROJECT BUDGET:
NO PROJECT/PROGRAM EXPENSES MAY BE INCURRED UNTIL AFTER BOARD OF COUNTY COMMISSIONERS APPROVAL DATE. ALL PROJECTS MUST BE COMPLETED WITHIN A SIX MONTH TIME PERIOD FROM THAT DATE.

NEIGHBORHOOD RENEWAL MINI-GRANT REQUEST
(must not exceed $500): $ 500

A per sign contribution from the neighborhood of $5 per sign will be requested This will increase the number of signs by 3-5 and may be considered a cash match by the neighborhood

EXPENSES (Provide a detailed listing of estimated project expenses):

Sign manufacture	$ 500
	$

TOTAL PROJECTED EXPENSES: $ 500

If awarded, written and signed estimates must be included from at least three (3) separate contractors/vendors where applicable. Expenses incurred exceeding grant funds requested/allocated must be provided by the Organization.

==========

CERTIFICATION

I/We, Ellen Jeanne Givens, representing the Bayou Davenport Neighborhood Watch Neighborhood Association hereby certify that the Association's Board of Directors or general membership approved this Escambia County Neighborhood Renewal Initiative mini grant application on April 16, 2018. Minutes verifying this neighborhood approval are attached as **Exhibit B.**

Executed this the 25th day of June 2018

By: Ellen Jeanne Givens

Chairperson/President

Exhibit A

Map of Bayou Davenport Neighborhood Watch Boundaries

BAYOU DAVENPORT NEIGHBORHOOD WATCH AREA

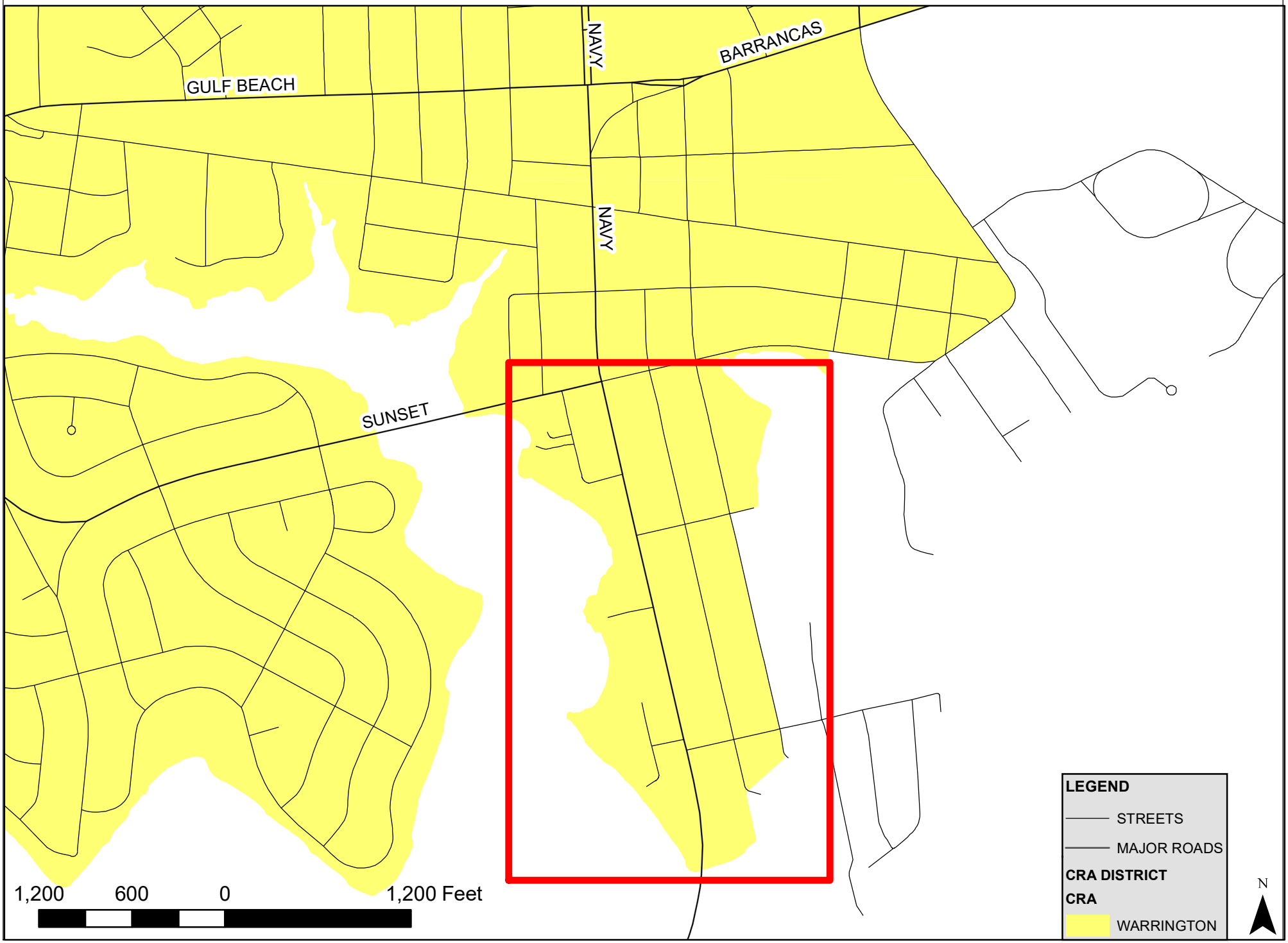


Exhibit B

A copy of Organization minutes approving the proposed project

Bayou Davenport Neighborhood Watch
April 16, 2018

The meeting was called to order at 6:00 pm by Jeanne Givens, President.
Minutes of the March 19, 2018 meeting were approved.

Treasury Report

Linda Kennedy reported $48.28 in savings and 327.25 in checking accounts for a total of $375.63.

Corporate Annual Report

Jeanne Givens reported that the Report has been filed with the State of Florida and a check for $61.25 sent for payment of annual dues.

Neighborhood Watch Academy

Jeanne Givens reported that she and Joel Irby attended the ECSO NW Academy on March 20. She reported that ECSO wants a membership list from each NW. David Craig reported on protocols for reporting suspected drug activity to ECSO. BDNW will compile a voluntary membership list for ECSO.

Neighborhood Renewal Mini Grants

Jeanne Givens reported that Escambia County is again offering $500 mini grants to neighborhoods in CRA designated areas. BDNW has used these grant funds in past years to purchase our meeting announcement signs. The due date of applications was not known at the time of the meeting.
There was discussion of applying for funds this year to purchase smaller, permanent yard signs. Many neighbors think that we need some sort of permanent display of NW involvement in addition to the meeting signs that are displayed only 5 or 6 days each month.
A motion was made, seconded and passed unanimously to apply for a Neighborhood Renewal Mini Grant in the amount of $500 for permanent Neighborhood Watch yard signs.

Letter to Sheriff Morgan

Last month we decided to send a letter to Sheriff Morgan expressing our frustration that drug activity persists at certain locations in the neighborhood despite ongoing reporting and arrests. Jeanne volunteered to draft a letter. However, since the meeting, she has been contacted by various neighbors with varying opinions of what the letter should state. Jeanne reported that she will consider these varying views and continue to work on composing the letter.

Neighborhood incidents and issues

There was discussion of the ongoing issues in the neighborhood.

Respectfully submitted,
Jeanne Givens, President

Exhibit C

Graphic Design of Yard Sign

Amazon example sign. A design that will convey our message and will be associated with the Bayou Davenport Neighborhood Watch is being developed.

Heavy gauge aluminum sign online quotes per sign are $25 Amazon, #2 online $30, #3 online $35.

A per sign contribution from the neighborhood of $5 per sign will be requested. This will increase the number of signs by 3-5 and be considered a cash match by the neighborhood.

EXHIBIT II

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Voluntary Participation:

The Grantee, **BAYOU DAVENPORT NEIGHBORHOOD WATCH, INC**, hereby asserts and affirms that the Grantee is a volunteer-based organization, and that said organization requested assistance from Escambia County's Neighborhood Renewal Initiative Project to undertake activities developed, sponsored and implemented by the Grantee. The Grantee accepts responsibility for coordination of all Project activities; assuring the safety of its volunteers; providing proper training and instruction to volunteers in the use of equipment and supplies required to undertake the Project; and general oversight and management of the Project.

Indemnification:

The Grantee **BAYOU DAVENPORT NEIGHBORHOOD WATCH, INC** shall, at all times throughout the duration of this Project, indemnify and hold harmless Escambia County, including its elected officials, board members, agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees and costs, arising out of or resulting from the carrying out of this Agreement, and out of any work activities performed under this Agreement, or constituting a breach of any term of this Agreement. Grantee assumes all responsibility for Project activities and related work, and shall provide and pay the costs of legal services in the event legal action is brought against the Grantee or the County as a result of matters associated with this Project. This in no way shall prohibit the County from securing legal services in addition to that provided by Grantee. The duration of this Agreement shall be defined to mean the contract term as stated in the Project Agreement dated ***September 6, 2018***; or the period during which any of the equipment or supplies provided under the Agreement remain in use by the Grantee, or agencies or individuals, affiliated with the Grantee, whichever is longer. In the event of litigation, the duration shall be extended through the date that any and all litigation actions are completed and legally or judicially settled.

Independent Agency/Contractor:

In carrying out the activities cited in the ***September 6, 2018,*** Project Agreement, **BAYOU DAVENPORT NEIGHBORHOOD WATCH, INC**, the Grantee, and County agree and affirm that the Grantee is an independent agency/contractor and the Grantee is not an employee or agent of the County. Implementation of the Project activities shall be at the direction of the Grantee.

Liability for Claims/Insurance:

Grantee, **BAYOU DAVENPORT NEIGHBORHOOD WATCH, INC**, acknowledges that the County shall not be responsible for insurance claims, personal or injury claims, legal fees, medical or health care charges, or other costs of any kind that may result from the implementation of the Project activities. Grantee assumes responsibility for properly ensuring its protection from such potential claims, and releases the County from any responsibility for such claims or legal actions. Grantee acknowledges and agrees to the terms and conditions cited herein, and the Grantee has caused this Indemnification and Hold Harmless Agreement to be executed by its duly authorized officer or agent as cited below. This Agreement was approved and authorized by the governing body of the **BAYOU DAVENPORT NEIGHBORHOOD WATCH, INC**.

Executed this the _____ day of _____, 20___:

BAYOU DAVENPORT NEIGHBORHOOD WATCH INC.

By: _____
Ellen Jeanne Givens, President

WITNESSED:

1. _____

_____
Print Name

2. _____

_____
Print Name

EXHIBIT III

APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS

LISTING OF FEDERAL PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

1. Certification Regarding Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance and Anti-Discrimination Provisions
4. Copeland Anti-Kickback Act Provisions
5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices
6. Title VI of the Civil Rights Act of 1964, and amendments thereto
7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
8. Executive Order 11063, as amended by Executive Order 12259
9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
11. Section 202 (a) of the Flood Disaster Protection Act of 1973and amendments thereto regarding Flood Hazards Mitigation (as applicable)
12. Architectural Barriers Act (as applicable)
13. Americans with Disabilities Act Protections (as applicable)
14. Energy Policy and Conservation Act
15. Sections 503/504 of the Rehabilitation Act of 1973
16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable
17. Labor Standards Provisions to the extent required by Section 110 of the Housing and Community Development Act of 1974 and amendments thereto
18. Minority and Women Owned Business Identification and Utilization

19. Affirmative Action in Employment and Employment Matters

20. Section 3 of the Housing and Community Development Act of 1968, as amended

21. Age Discrimination Act of 1975

22. Provisions Regarding Access to and Maintenance of Records

23. Conflict of Interest Provisions

24. Anti-Lobbying Certification

25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities

26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Subrecipients (24 CFR Part 24)

27. Ownership of Project Copyrights and Patents (if applicable)

28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.

29. Utilization of Program Income. No program income will result from activities undertaken through this project.

THE FULL TEXT OF THE FEDERAL LAWS AND/OR REGULATIONS CAN BE REVIEWED AT THE COMMUNITY DEVELOPMENT BLOCK GRANT OFFICE OR BY VISITING THE HUD WEB SITE AT WWW.HUD.GOV. EACH PROVISION IS AN INTEGRAL PART OF THE AGREEMENT AND IS FULLY BINDING UPON THE RECIPIENT. EACH PROVISION SHOULD BE CAREFULLY REVIEWED TO ASSURE EXISTING COMPLIANCE AND/OR THE CAPACITY TO COMPLY WITH SAID PROVISIONS.

EXHIBIT IV

DOCUMENTATION OF LEGAL CORPORATE STATUS

Detail by Entity Name

Florida Not For Profit Corporation
BAYOU DAVENPORT NEIGHBORHOOD WATCH INC.

Filing Information

Document Number	N09000010696
FEI/EIN Number	01-0933055
Date Filed	11/03/2009
Effective Date	11/03/2009
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/25/2018
Event Effective Date	NONE

Principal Address

539 S. Second St.
PENSACOLA, FL 32507

Changed: 03/29/2016

Registered Agent Name & Address

Givens, Ellen Jeanne
539 S. Second St.
PENSACOLA, FL 32507

Name Changed: 03/29/2016

Address Changed: 03/29/2016

Officer/Director Detail

Name & Address

Title P

Givens, Ellen Jeanne
539 S. Second St.
PENSACOLA, FL 32507

Title TREA

Kennedy, Linda Y
410 S. First St
PENSACOLA, FL 32507

Title V

IRBY, JOEL
500 S. NAVY BLVD
PENSACOLA, FL 32507

Annual Reports

Report Year	Filed Date
2016	03/29/2016
2017	02/02/2017
2018	03/23/2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14752 **County Administrator's Report 10. 28.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018
Issue: Equipment Acquisition Agreement with CPC Office Technologies
From: Eric Kleinert, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Equipment Acquisition Agreements with CPC Office Technologies - Eric Kleinert , Human Resources Department Director

That the Board take the following action regarding Equipment Acquisition Agreements with CPC Office Technologies for the Human Resources Department:

A. Approve the Equipment Acquistion Agreement with CPC Office Technologies for the purchase of a new Sharp MX-5070V Multi-Functional System Copier; and

B. Approve the Equipment Acquisition Agreement with CPC Office Technologies to amend the current maintenance Contract.

BACKGROUND:

The Human Resources Department currently utilizes one Mult-Functional copier. An increase in the need for maintenance on the existing Multi Functional copier has prompted the purchase of a new Multi Functional copier for the Human Resources Department.

In addition the purchase of a new Multi Functional copier, the current copier's maintenance Contract will be amended to reduce the current base price from $202.94 to $100.00 monthly, as well as changes to the allotted pages of color and black copies.

BUDGETARY IMPACT:

Funds are available in Fund 001 General Fund, Cost Center 150101 Human Resources, Account 56401 Machinery and Equipment.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Equipment Acquisition Agreements with CPC Office Technologies 090618

OFFICETECHNOLOGIES

EQUIPMENT ACQUISITON AGREEMENT

910 E CERVANTES ST. PENSACOLA, FL 32501
P: 850-432-1580 F: 850-432-8666

WWW.CPCTEK.COM

Date	Purchase Order	Account Manager	Authorized Approval
08/10/2018		Gregg Koontz	

Installation: Customer Information		Bill To: Customer Information	
Company Name Esc Co Human Resources		Company Name Esc Co Human Resources	
Address 221 Palafox Pl Ste 200		Address 221 Palafox Pl Ste 200	
City, State Pensacola, FL	Zip 32501	City, State Pensacola, FL	Zip 32501
Phone#	Fax#	Phone#	Fax#
Contact	E-mail	Key Operator/Meter Readings	E-mail

Quantity	Product Description - Make, Model, Serial No. & Meter Read	Refurb	Unit Price	Total
1	Sharp MX-5070V-50 PPM BW / 50 PPM Full-Color Workgroup Document System Base model.	☐	$3,780.90	$3,780.90
1	Sharp MX-DE27N-Stand/3 x 550-sheet Paper Drawers	☐	$472.62	$472.62
1	Sharp MX-FN27N-50-sheet Staple Inner Finisher	☐	$498.87	$498.87
1	Sharp MX-PN14B-3-Hole Punch Unit (requires MX-FN27N)	☐	$210.05	$210.05
1	Sharp MX-FX15-Fax Expansion Kit	☐	$262.56	$262.56
		☐		
		☐		
		☐		
		☐		
		☐		
		☐		
		☐		
		☐		
		☐		
			Sub-Total	$5,225.00
			Tax	
			Total	$5,225.00

TRANSACTION TYPE: LEASE- ☐ CASH- ☒ RENTAL- ☐

LEASE FINANCING PROVIDED BY: CPFS

TAX EXEMPT: YES- ☒ NO- ☐

IT CONTACT NAME: IT PHONE #: CERTIFICATE #:

CPC Service Programs: (Base Charge Amount should correlate to Billing Frequency)

BASE CHARGE	B&W Images Included	Color Images Included	Other Images Included	B&W Excess Rate	Color Excess Rate	Other Excess Rate
$0.00	0	0	0	$0.00575	$0.04250	$0.00000

Contract Start Date:

Base Billing Frequency: Monthly- ☒ Annual- ☐ Quarterly- ☐

Overage / CPC Billing: Monthly- ☐ Quarterly- ☒ Bi-Annual- ☐ Annual- ☐

SERVICE CONTRACT DETAIL

Contract Type: (Choose One)
All inclusive - ☒
Parts & Labor - ☐
Color Supplies Not Included - ☐
Other - ☐

CTS AGREEMENT

Contract Coverage:

GOLD
No CTS coverage

Special Instructions:

By signing this document you acknowledge that the terms and conditions on the back of this document are an integral part of this agreement. This agreement shall not be binding on Copy Products Company until it is signed as accepted by a Manager.

Customer Representative

Authorized Signature Date

Printed Name & Title:

CPC Representative

Authorized Signature Date

Printed Name & Title:

AGREEMENT

CPC Office Technologies refrenced herein as "CPC" agrees to provide the Purchaser of this agreement, the services described within this document, on the equipment listed on the reverse side, for the scheduled fees. This contract shall remain in force for a minimum one-year period and may not be cancelled during the initial term or any renewal thereof. The Purchaser will be billed on a monthly, quarterly, or annual basis with the minimum billed and payable in advance. Upon contract renewal there will be an annual increase not to exceed 10%.

An "All Inclusive" Agreement includes parts, labor, routine maintenance and supplies (including toner and developer unless stated otherwise) except staples and paper as specified by manufacturer to keep the equipment operating at optimum performance levels, but does not cover any software maintenance or network connectivity support. In order to ensure proper maintenance of equipment, CPC will provide routine service during its normal working hours (8:00 a.m. – 5:00 p.m.) not including Saturdays, Sundays or holidays.

For Copiers/Printers:

All parts removed become the property of CPC. In the event of any increase in the cost of fuel, parts, supplies, or other component(s) not under the control of CPC, those increases shall be passed on to customer.

For Other Products:

All non-copier agreements include parts, labor, and routine maintenance calls. The same exclusions listed under copiers apply here as well (unless otherwise specified). Service programs vary based on product and may be based on an annual fee, minimum meter fee, or charges billed in arrears for prints produced. CPC shall have no obligation to make ordinary changes of toner, paper, staples, and developer or to install equipment accessories. Nor will CPC be liable for negligence by the user or any repairs or replacements due to electrical power problems, abuse, accidents, theft or damage caused to the machine by repairs done by someone other than an authorized CPC representative or any other issues resulting from acts of God including but not limited to climatic conditions, water, or fire damage.

This program shall become effective upon receipt by CPC of the initial monthly charge provided on the reverse side hereof and shall continue for one calendar year. This program shall be automatically extended for 12 months, at the rate in effect at the time of the extension, provided that the customer is not then in default. Either party may terminate this Agreement by giving written notice not less than 30 days prior to the anniversary date of the Agreement if service is not included in your lease. At the end of the 30-day notice, any excess images/prints will be billable at the rates currently in effect. This contract may not be transferred to another individual and/or business without the prior written authorization from CPC. Any excess supplies provided by CPC under the terms of the contract remain the property of CPC and must be returned at the expiration of the Agreement. Excess supplies not returned shall be invoiced at the preferred customer rate. If certain repair parts become unavailable from the manufacturer, this Agreement can be terminated by either party or remain in effect with the services described above except those services that cannot be provided due to unavailable parts.

Meter Collection: For efficient and electronic meter reading, CPC utilizes Electronic Meter Capture software (EMC) that reports current meter readings on all print devices connected to your network. Customer agrees that meters may be accessed and reported in this manner. This utility is provided at no charge to you. CPC is not responsible for the maintenance of this software or the collection of meter readings. It is the customer's responsibility to ensure ongoing uninterrupted operation of this software and the reporting of accurate meter readings. If customer elects not to use or maintain this software then customer agrees to report meter readings by email or through the CPC website.

Connectivity Technical Support "CTS": Is an optional protection available for all network-connected products supplied and connected by CPC. CTS works in conjunction with this Agreement by providing support and fault isolation for print, scan and network fax issues external to the device. CTS is designed to minimize the downtime associated with the critical performance of these functions. CTS provides up to 6 hours IT/Help Desk support time per year/location depending on product devices on this contract. CTS services are not included with this Agreement unless indicated on the reverse hereof.

No Liability for Consequential Damages: CPC will, at the request of the customer, install network copiers/printers and other related products, on the customers designated network. In no event shall CPC be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, consequential damages, punitive damages, or any other loss) resulting from the products or services provided pursuant to this Agreement. This is an integrated document. This writing constitutes the entire Service Agreement between the parties. No agreements or warranties, whether written or oral, exist other than as specifically provided in the terms and provisions as set forth herein. All warranties, including the implied warranties of merchantability and fitness for purpose of use are specifically disclaimed.

Additional Terms: This Agreement is subject to the terms and conditions appearing herein and the reverse hereof and customer agrees to be bound thereby. All orders are net cash upon delivery unless otherwise indicated. Any amount not paid upon delivery shall be subject to a finance charge of 1.5 per month (18% per year). This Agreement is accepted when signed by an Authorized Representative of CPC and becomes a binding contract and may not be cancelled or modified without the prior written consent of both Parties, unless otherwise provided herein. Sale is not subject to approval or on a trial basis. Both Parties agree that neither shall be bound by any representation other than those contained herein.

Title: Title to the equipment shall remain with CPC until such time as the purchase price has been paid in full. The customer does hereby grant to CPC a purchase money security interest in all equipment described on the reverse and agrees to sign any other such documents as are needed to prefect said security interest.

Limitation of Liability and Warranties: Any warranties of the products sold or leased under this Agreement are those of the manufacturer. CPC makes no warranty of merchantability of the goods, or any warranty of fitness for a particular purpose. In no event shall CPC be responsible for consequential damages or loss of profits resulting from the breach of any warranty or guarantee or any other breach. Customer assumes all risks and liability resulting from the use of the products whether used singly or in combination with other goods. CPC neither assumes nor authorizes any person to assume for CPC any liability in connection with the sale or use of the goods sold, and there are no oral agreements or warranties made. If CPC breaches any other provisions of this contract, CPC's sole liability, whether based in contract, tort or otherwise, shall not in any event exceed the contract price for the particular item(s) involved.

Delays: CPC shall not be liable by reason of delays or contingencies beyond CPC's control, including but not limited to strikes, labor unrest, delays by shippers, delays by weather conditions, delays by common carriers, accidents, government acts, acts of unrelated third parties, criminal acts, unavailability of parts or supplies, or acts of God.

Taxes: CPC will collect required sales tax unless the customer provides evidence of exemption to CPC. Customer shall pay any other taxes directly to federal, state, or local governments as applicable.

Recovery of Costs: Time is of the essence of this Agreement and the Parties hereto agree that waiver by CPC to any default of the acceptance of any payment required hereunder after the payment is due shall not constitute a waiver of any term of this Agreement or any other provisions of this Agreement. Upon default by customer CPC may exercise any legal remedy, and upon default the entire unpaid balance is due and payable from customer. If customer is indebted to CPC in any amount, CPC shall not be obligated to provide any services or supplies until all amounts are paid in full. In the event CPC is required to employ legal counsel to secure or enforce any rights accruing to it under this Agreement, customer agrees that CPC shall be entitled to recover all such costs and expenses incurred, including reasonable attorney's fees incurred. 1/1/2015

OFFICETECHNOLOGIES

EQUIPMENT ACQUISITON AGREEMENT

910 E CERVANTES ST. PENSACOLA, FL 32501
P: 850-432-1580 F: 850-432-8666

WWW.CPCTEK.COM

Date	Purchase Order	Account Manager	Authorized Approval
08/10/2018		Gregg Koontz	

Installation: Customer Information		Bill To: Customer Information	
Company Name Esc Co Human Resources		Company Name Esc Co Human Resources	
Address 221 Palafox Pl Ste 200		Address 221 Palafox Pl Ste 200	
City, State Pensacola, FL	Zip 32501	City, State Pensacola, FL	Zip 32501
Phone#	Fax#	Phone#	Fax#
Contact	E-mail	Key Operator/Meter Readings	E-mail

Quantity	Product Description - Make, Model, Serial No. & Meter Read	Refurb	Unit Price	Total
1	Sharp REFURBISHED MX-4100-41 PPM BandW / 41 PPM Full-Color Workgroup Document System	☐	$0.00	$0.00
	ID # 21704	☐		
		☐		
		☐		
		☐		
		☐		
		☐		
		☐		
		☐		
		☐		
		☐		
		☐		
		☐		
		☐		
		☐		
			Sub-Total	$0.00
			Tax	
			Total	$0.00

TRANSACTION TYPE: LEASE- ☐ CASH- ☒ RENTAL- ☐

LEASE FINANCING PROVIDED BY: CPFS

TAX EXEMPT: YES- ☒ NO- ☐

IT CONTACT NAME: IT PHONE #: CERTIFICATE #:

CPC Service Programs: (Base Charge Amount should correlate to Billing Frequency)

BASE CHARGE	B&W Images Included	Color Images Included	Other Images Included	B&W Excess Rate	Color Excess Rate	Other Excess Rate
$100.00	5,000	500	0	$0.00950	$0.06500	$0.00000

Contract Start Date:

Base Billing Frequency: Monthly- ☒ Annual- ☐ Quarterly- ☐

Overage / CPC Billing: Monthly- ☐ Quarterly- ☒ Bi-Annual- ☐ Annual- ☐

SERVICE CONTRACT DETAIL

Contract Type: (Choose One)
All inclusive - ☒
Parts & Labor - ☐
Color Supplies Not Included - ☐
Other - ☐

CTS AGREEMENT

Contract Coverage:

GOLD
No CTS coverage

Special Instructions:

By signing this document you acknowledge that the terms and conditions on the back of this document are an integral part of this agreement. This agreement shall not be binding on Copy Products Company until it is signed as accepted by a Manager.

Customer Representative

Authorized Signature Date

Printed Name & Title: _____

CPC Representative

Authorized Signature Date

Printed Name & Title: _____

AGREEMENT

CPC Office Technologies refrenced herein as "CPC" agrees to provide the Purchaser of this agreement, the services described within this document, on the equipment listed on the reverse side, for the scheduled fees. This contract shall remain in force for a minimum one-year period and may not be cancelled during the initial term or any renewal thereof. The Purchaser will be billed on a monthly, quarterly, or annual basis with the minimum billed and payable in advance. Upon contract renewal there will be an annual increase not to exceed 10%.

An "All Inclusive" Agreement includes parts, labor, routine maintenance and supplies (including toner and developer unless stated otherwise) except staples and paper as specified by manufacturer to keep the equipment operating at optimum performance levels, but does not cover any software maintenance or network connectivity support. In order to ensure proper maintenance of equipment, CPC will provide routine service during its normal working hours (8:00 a.m. – 5:00 p.m.) not including Saturdays, Sundays or holidays.

For Copiers/Printers:

All parts removed become the property of CPC. In the event of any increase in the cost of fuel, parts, supplies, or other component(s) not under the control of CPC, those increases shall be passed on to customer.

For Other Products:

All non-copier agreements include parts, labor, and routine maintenance calls. The same exclusions listed under copiers apply here as well (unless otherwise specified). Service programs vary based on product and may be based on an annual fee, minimum meter fee, or charges billed in arrears for prints produced. CPC shall have no obligation to make ordinary changes of toner, paper, staples, and developer or to install equipment accessories. Nor will CPC be liable for negligence by the user or any repairs or replacements due to electrical power problems, abuse, accidents, theft or damage caused to the machine by repairs done by someone other than an authorized CPC representative or any other issues resulting from acts of God including but not limited to climatic conditions, water, or fire damage.

This program shall become effective upon receipt by CPC of the initial monthly charge provided on the reverse side hereof and shall continue for one calendar year. This program shall be automatically extended for 12 months, at the rate in effect at the time of the extension, provided that the customer is not then in default. Either party may terminate this Agreement by giving written notice not less than 30 days prior to the anniversary date of the Agreement if service is not included in your lease. At the end of the 30-day notice, any excess images/prints will be billable at the rates currently in effect. This contract may not be transferred to another individual and/or business without the prior written authorization from CPC. Any excess supplies provided by CPC under the terms of the contract remain the property of CPC and must be returned at the expiration of the Agreement. Excess supplies not returned shall be invoiced at the preferred customer rate. If certain repair parts become unavailable from the manufacturer, this Agreement can be terminated by either party or remain in effect with the services described above except those services that cannot be provided due to unavailable parts.

Meter Collection: For efficient and electronic meter reading, CPC utilizes Electronic Meter Capture software (EMC) that reports current meter readings on all print devices connected to your network. Customer agrees that meters may be accessed and reported in this manner. This utility is provided at no charge to you. CPC is not responsible for the maintenance of this software or the collection of meter readings. It is the customer's responsibility to ensure ongoing uninterrupted operation of this software and the reporting of accurate meter readings. If customer elects not to use or maintain this software then customer agrees to report meter readings by email or through the CPC website.

Connectivity Technical Support "CTS": Is an optional protection available for all network-connected products supplied and connected by CPC. CTS works in conjunction with this Agreement by providing support and fault isolation for print, scan and network fax issues external to the device. CTS is designed to minimize the downtime associated with the critical performance of these functions. CTS provides up to 6 hours IT/Help Desk support time per year/location depending on product devices on this contract. CTS services are not included with this Agreement unless indicated on the reverse hereof.

No Liability for Consequential Damages: CPC will, at the request of the customer, install network copiers/printers and other related products, on the customers designated network. In no event shall CPC be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, consequential damages, punitive damages, or any other loss) resulting from the products or services provided pursuant to this Agreement. This is an integrated document. This writing constitutes the entire Service Agreement between the parties. No agreements or warranties, whether written or oral, exist other than as specifically provided in the terms and provisions as set forth herein. All warranties, including the implied warranties of merchantability and fitness for purpose of use are specifically disclaimed.

Additional Terms: This Agreement is subject to the terms and conditions appearing herein and the reverse hereof and customer agrees to be bound thereby. All orders are net cash upon delivery unless otherwise indicated. Any amount not paid upon delivery shall be subject to a finance charge of 1.5 per month (18% per year). This Agreement is accepted when signed by an Authorized Representative of CPC and becomes a binding contract and may not be cancelled or modified without the prior written consent of both Parties, unless otherwise provided herein. Sale is not subject to approval or on a trial basis. Both Parties agree that neither shall be bound by any representation other than those contained herein.

Title: Title to the equipment shall remain with CPC until such time as the purchase price has been paid in full. The customer does hereby grant to CPC a purchase money security interest in all equipment described on the reverse and agrees to sign any other such documents as are needed to prefect said security interest.

Limitation of Liability and Warranties: Any warranties of the products sold or leased under this Agreement are those of the manufacturer. CPC makes no warranty of merchantability of the goods, or any warranty of fitness for a particular purpose. In no event shall CPC be responsible for consequential damages or loss of profits resulting from the breach of any warranty or guarantee or any other breach. Customer assumes all risks and liability resulting from the use of the products whether used singly or in combination with other goods. CPC neither assumes nor authorizes any person to assume for CPC any liability in connection with the sale or use of the goods sold, and there are no oral agreements or warranties made. If CPC breaches any other provisions of this contract, CPC's sole liability, whether based in contract, tort or otherwise, shall not in any event exceed the contract price for the particular item(s) involved.

Delays: CPC shall not be liable by reason of delays or contingencies beyond CPC's control, including but not limited to strikes, labor unrest, delays by shippers, delays by weather conditions, delays by common carriers, accidents, government acts, acts of unrelated third parties, criminal acts, unavailability of parts or supplies, or acts of God.

Taxes: CPC will collect required sales tax unless the customer provides evidence of exemption to CPC. Customer shall pay any other taxes directly to federal, state, or local governments as applicable.

Recovery of Costs: Time is of the essence of this Agreement and the Parties hereto agree that waiver by CPC to any default of the acceptance of any payment required hereunder after the payment is due shall not constitute a waiver of any term of this Agreement or any other provisions of this Agreement. Upon default by customer CPC may exercise any legal remedy, and upon default the entire unpaid balance is due and payable from customer. If customer is indebted to CPC in any amount, CPC shall not be obligated to provide any services or supplies until all amounts are paid in full. In the event CPC is required to employ legal counsel to secure or enforce any rights accruing to it under this Agreement, customer agrees that CPC shall be entitled to recover all such costs and expenses incurred, including reasonable attorney's fees incurred. 1/1/2015

Escambia County Human Resources

Maintenance Contract Summary

11-Jul-18

Current Base Price	Current Black Allotted Pages	Current Color Allotted Pages	Current Average Mo Vol Black	Current Average Mo Vol Color	Current Overage Cost Per Page Black	Current Overage Cost Per Page Color	Black Overage Monthly Charges	Black Overage Monthly Charges	Total Base plus Overages Monthly
$202.95	3000	1500	13000	4000	0.0095	0.065	$95.00	$162.50	$460.45

Proposed Base Price	Proposed Black Allotted Pages	Proposed Color Allotted Pages	Current Average Mo Vol Black	Current Average Mo Vol Color	Proposed Overage Cost Per Page Black	Proposed Overage Cost Per Page Color	Black Overage Monthly Charges	Black Overage Monthly Charges	ProposedTotal Base plus Overages Monthly
$100.00	5000	500	5000	500	0.0095	0.065	$0.00	$0.00	$100.00

This new plan would include 5,000 black per month and 500 color per month. Overages above these would be billed at the stated cost per page.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14751 **County Administrator's Report 10. 29.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018
Issue: Dental Insurance
From: Eric Kleinert, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Dental Insurance - Eric Kleinert, Human Resources Department Director

That the Board take the following action concerning dental insurance:

A. Approve awarding a Contract to Delta Dental Insurance Company for dental administration and claims, effective January 1, 2019, for a period of 24 months; and

B. Authorize USI to contact Delta Dental Insurance Company to adjust the administrative fee to reflect Delta Dental's current offer.

[Funding Source: Fund 501, Internal Service Fund; Cost Center 150109, Object Code 53101 and 54501]

BACKGROUND:

USI solicited the market for the County and received eight proposals:

Guardian	Ameritas
Delta Dental Insurance Company	Met Life Insurance Company
The Standard Insurance Companies	United Concordia
Sun Life Financial	Lincoln National Life Insurance Company

The County has received a two-year guaranteed rate for dental administrative services from Delta Dental at $2.85 per employee per month. The present fees are reduced by $.35 monthly, for a cost savings of $9,593 per year, with a total

savings of $19,186.

Claims costs will be determined by the number of employees and retirees that visit their dentists and includes what the discounted rate is and whether the dentist is in network. The number of dentists that are contracted with Delta Dental was one of the key factors in determining the County's provider.

There are no new forms to be signed. Delta Dental will send an updated renewal letter with the new ASO fee.

The budget for Fiscal Year 2017-2018 was $85,000 for administrative fees and $870,000 for claims, for a total estimated cost of $955,000. Presently, the County is trending $88,178 for administrative fees and $876,522 for claims for a total of $964,700. Our employee numbers have increased with the addition of Mass Transit by approximately 120 employees. All eligible employees that do not elect the County's group health insurance will receive a discount on their dental insurance of $12.98 per month, which is the Health Insurance Replacement plan (HIR).

BUDGETARY IMPACT:

Budget impact should be level depending on the number of claims and/or employees that are on the County's dental plan each year.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

The Human Resources Department will conduct open enrollment meetings and service all employee groups. All appointing authorities (payrolls) will be advised of any administrative changes to the program.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A Purchase Order will be the instrument utilized for making payment against the Contract. The Human Resources Department will coordinate with the County Attorney's Office and other appointing authorities to ensure changes are made.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14750 **County Administrator's Report 10. 30.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018
Issue: Voluntary Vision Insurance
From: Eric Kleinert, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Voluntary Vision Insurance - Eric Kleinert, Human Resources Department Director

That the Board take the following action concerning Voluntary Vision Care Insurance:

A. Approve the awarding of a three-year Contract to Humana Insurance Company for vision care administration, effective January 1, 2019, to December 31, 2021, for a period of 36 months; and

B. Authorize the County Administrator to sign the Humana Specialty Benefits Annual Renewal Acknowledgement for vision care coverage with Humana and Escambia County (Agreement/Contract will be drafted upon approval of this Board Action).

[Funding Source: Fund 501, Internal Service Fund]

BACKGROUND:

USI solicited the market for the County and received seven proposals from the following:

Guardian
Humana Insurance Company
Company
The Standard
Lincoln National Life Insurance Company
Ameritas
Met Life Insurance
Sun Life Financial

The County has received a three year guaranteed rate for vision care insurance.

Frame allowance moves from the current wholesale to retail cost. A diabetic rider is part of the program, which includes five additional tests, including retinal imaging, which is covered at 100%, with no co-pay, twice a year. Also, employees will receive a 9.2% reduction on current premiums. Per our present enrollment, employees will receive an approximately $11,893 savings per year or a total of $35,679.

Following is the breakdown of monthly premiums:

	Current Premium	New Premium
Single	$5.44	$4.94
Employee and Spouse	$10.87	$9.88
Employee and Children	$10.32	$9.38
Family	$16.28	$14.78

BUDGETARY IMPACT:

There is no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

The Human Resources Department will conduct open enrollment meetings and service all employee groups. All appointing authorities (payrolls) will be advised of any administrative changes in the program.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A voucher will be the instrument utilized for making payment against the Contract. The Human Resources Department will coordinate with the County Attorney's Office and other appointing authorities to ensure changes are made.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14748 **County Administrator's Report 10. 31.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018
Issue: Flexible Benefits Plan Administrative Services
From: Eric Kleinert, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Flexible Benefits Plan Administrative Services - Eric Kleinert, Human Resources Department Director

That the Board take the following action concerning Flexible Benefits Plan Administrative Services:

A. Award a Contract to Lockard & Williams Insurance Services, P.A., for Flexible Benefit Plan Administrative Service to provide an annual premium amount estimated at $17,052, based on current participation, for administrative services per Plan Year, for all eligible employees, effective January 1, 2019. All eligible employees electing a debit card will be responsible for the cost of the debit card; and

B. Authorize the County Administrator to sign the Administrative Services Agreement for Group Flexible Benefits Plan between Lockard & Williams Insurance Services, P.A. and Escambia County (the Agreement will be drafted upon approval of this Board action).

[Funding Source: Fund 501, Internal Service Fund; Cost Center 150107, Object Code 531301]

BACKGROUND:

USI solicited the market for the County and received eight proposals:

BPAS	Discovery Benefits
PayFlex	PrimePay
Sterling Administrative	Tasc
Wageworks	Lockard & Williams

The County received a five-year guaranteed rate for Flexible Spending administrative services from Lockard & Williams Insurance Services, P.A. at $3.50 per employee per month. In the past year, our numbers have increased in the program, due to providing a better understanding of what the program offers with the help of Lockard & Williams and their service representative. One key change that has assisted the programs is the $500 rollover clause that was approved by the Board. The program benefits both the employees and the County through FICA savings received on the amount the employee elects each year.

BUDGETARY IMPACT:

Funds are available in Fund 501, Internal Service Fund, Cost Center 150107, Object Code 531301.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A Purchase Order will be the instrument utilized for making payment against the Contract. The Human Resources Department will coordinate with the County Attorney's Office to ensure any legal requirements are met.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14747 **County Administrator's Report 10. 32.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018
Issue: Life Insurance
From: Eric Kleinert, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Life Insurance - Eric Kleinert, Human Resources Department Director

That the Board take the following action concerning Life & AD&D Insurance:

A. Approve the awarding of a Contract to Lincoln National Life Insurance Company effective January 1, 2019, to December 31, 2020, for a period of 24 months based on current enrollment, for all eligible employees.

All eligible employees will receive $40,000 life and AD&D insurance. All eligible employees that do not elect the County's group health insurance will receive an additional $10,000 of life and AD&D insurance. Retirees will receive $5,000 of life insurance paid by the County. Active Employees will have the option to purchase additional supplemental life for themselves and their family members. Child supplemental life insurance will drop to one option of $10,000 coverage for $2.00 per month. The child age requirement will change to 14 days to age 19 (age 26, if unmarried and full-time student);

B. Authorize USI to contact Standard Life Insurance to terminate our present Contract early on or before November 30, 2018, to end coverage as of midnight December 31, 2018;

C. Authorize the County Administrator to sign a Lincoln National Life Insurance Application for Group Life Insurance (Application for Group Life Insurance will be drafted upon approval of this Board Action); and

D. Authorize the Human Resources Department to sign Lincoln National Life Insurance Administration and Benefit Supplement Sheet, Not Actively at Work Supplement, and Employer Authorization forms.

[Funding Source: Fund 501, Internal Service Fund; Cost Center 150110, Object Code 54501]

BACKGROUND:

USI solicited the market for the County and received five proposals:

Guardian
Lincoln National Life Insurance Company
The Standard Life Insurance Company
Met Life Insurance Company
Sun Life Financial

The County has received a 24 month guaranteed rate for basic life insurance from Lincoln Financial Life Insurance Company at the following rates: $.081 per $1,000 of life insurance for active eligible employees and retirees, $.018 per $1,000 of AD&D insurance for active eligible employees and $1.49 per family unit for dependent life insurance. The proposed coverage is $40,000 life and AD&D insurance for active employees, an additional $10,000 for employees that do not elect the County's group health insurance and are not Medicare eligible or have Tricare. $5,000 coverage for retirees and life insurance for dependents of active employees in the amount of $5,000 for a spouse and $2,000 per eligible child.

Based on the present number of participants, the County would save approximately $20,436 per year for two years, for a total savings of approximately $40,872 through the proposed Contract with Lincoln National Life Insurance. Savings for life and long term disability Contracts was a bundle deal through Lincoln National Life Insurance Company.

The County was already saving $84,061.44 with the present Contract with Standard Life Insurance over the previous provider Cigna Life Insurance.

Supplemental life insurance premiums will remain the same. The child life insurance options of $2,000 and $5,000 will be eliminated and there will be one child life insurance option for $10,000 with a $2.00 monthly premium. Age requirements for children covered by the child life insurance will change to 14 days to age 19 (age 26, if unmarried and a full-time student). The estimated total cost for life insurance is $350,172.

BUDGETARY IMPACT:

Funds will be available upon approval in next year's Fiscal year budget. The projected cost savings for the County for this Contract is $40,872.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

The Human Resources Department will service all employee groups. All appointing authorities (payrolls) will be advised of any administrative changes in the program.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A Purchase Order will be the instrument utilized for making payment against the Contract. The Human Resources Department will coordinate with the County Attorney's Office and the other appointing authorities to ensure changes are made.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14746 **County Administrator's Report 10. 33.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018
Issue: Voluntary Long Term Disability Insurance
From: Eric Kleinert, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Voluntary Long Term Disability - Eric Kleinert, Human Resources Department Director

That the Board take the following action concerning Voluntary Long Term Disability Insurance (PD 15-16.042):

A. Approve the awarding of a Contract to Lincoln National Life Insurance Company for Long Term Disability Insurance, effective January 1, 2019, for a period of 24 months based on current enrollment, for all eligible employees.

This will reduce the premiums of the County's current voluntary long term disability plans. The coverage level of 40% of salary with a 180-day elimination period will decrease from $.00158 to $.00143 per salary dollar. The coverage level of 50% of salary with a 180-day elimination period will decrease from $.00199 to $.00180 per salary dollar. The coverage level of 50% of salary with a 90-day elimination period will decrease from $.00235 to $.00212 per salary dollar and the coverage level of 60% of salary with a 180-day elimination period will decrease from $.00266 to $.00240 per salary dollar;

B. Authorize USI to contact Madison Life Insurance Company to terminate our present Contract early on or before November 30, 2018, to end coverage as of midnight December 31, 2018;

C. Authorize the County Administrator to sign the Lincoln Financial Life Insurance Joinder Agreement for Long Term Disability Insurance (Application for Joinder Agreement will be drafted upon approval of this Board action; and

D. Authorize the Human Resources Department to sign Lincoln National Life Insurance Administration and Benefit Supplement Sheet, Not Actively at Work

Supplement, and Employer Authorization forms.

[Funding Source: Fund 501, Internal Service Fund]

BACKGROUND:

USI solicited the market for the County and received six proposals:

Guardian	Lincoln National Life Insurance
The Standard Life Insurance Company	Met Life Insurance Company
Madison Life Insurance Service	Sun Life Financial

The County has received a 24 month guaranteed rate for all the voluntary long term disability programs from Lincoln Financial Life Insurance. All four plans received a cost reduction for the employees that elect coverage while maintaining the current plan designs. Total cost savings for the employees enrolled in our present plan would be $8,495 per year or $16,990 for the length of the Contract. Savings for the life and long term disability Contracts was a bundle deal through Lincoln National Financial Life Insurance Company.

BUDGETARY IMPACT:

There is no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

The Human Resources Department will conduct open enrollment meetings and service all employee groups. All appointing authorities (payrolls) will be advised of any administrative changes in the program.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A voucher will be the instrument utilized for making payment against the Contract. The Human Resources Department will coordinate with the County Attorney's Office and other appointing authorities to ensure changes are made.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14736 **County Administrator's Report 10. 34.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018

Issue: Supplemental Budget Amendment #203 - Hazardous Materials Plan Grant
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #203 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #203, Other Grants and Projects Fund (110), in the amount of $11,915, to recognize proceeds from the State-Funded Subgrant Agreement Contract Number 19-CP-11-01-27-01-105-XXX between the State of Florida, Division of Emergency Management and Escambia County, and to appropriate these funds for updating the Hazardous Materials Facility Analysis Data.

BACKGROUND:

On September 6, 2018, it is anticipated the Board will approved State-Funded Subgrant Agreement Contract Number 19-CP-11-01-27-01-105-XXX between the State of Florida, Division of Emergency Management and Escambia County in the amount of $11,915. Funds will be used to update the Hazardous Materials Facility Analysis Data for the period ending June 30, 2019 to include the capital purchase of a drone.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by $11,915. There is no match requirement.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA #203

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2018-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded a Subgrant Agreement by the State of Florida, Division of Emergency Management to update the Hazardous Materials Facility Analysis Data, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2018:

Other Grants & Projects	110
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
Hazardous Materials Plan	110	334244	$11,915
Total			$11,915

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Machinery & Equipment	110/330323	56401	$11,915
Total			$11,915

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Jeff Bergosh, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2018.08.24 16:10:08 -05'00'

OMB Approved

Supplemental Budget Amendment
#203

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14743 **County Administrator's Report 10. 35.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018

Issue: Supplemental Budget Amendment #204 - ECUA Contributions for Interlocal Cost Sharing Agreements
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #204 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #204, Local Option Sales Tax III Fund (352), in the amount of $146,520, to recognize proceeds from Escambia County Utilities Authority (ECUA) for reimbursements for 4 Interlocal Cost Sharing Agreements and to appropriate these funds back into each project's budget.

BACKGROUND:

Escambia County has received ECUA's contributions for 4 Interlocal Cost Sharing Agreements and these proceeds need to be transferred back into the budgets of each project. The 4 projects are:

Dallas Avenue Drainage Improvements $23,168, project 17EN3801
Muscogee Road Phase 1 Utility Relocation $35,660, project 09EN0115
Olive Road Drainage and Roadway Improvement, Water Main Replacement and Upgrade $66,384, project 15EN3244
Ensley Area Improvements, Rawls Water Main Relocation $21,308, project 08EN0313

BUDGETARY IMPACT:

This amendment will increase Fund 352 by $146,520.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA #204

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2018-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County has received ECUA's contribution for several Interlocal Cost Sharing Agreements, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2018:

Local Option Sales Tax III	352		
Fund Name	**Fund Number**		
Revenue Title	**Fund Number**	**Account Code**	**Amount**
ECUA Contribution-Capital Project	352	337302	$146,520
Total			$146,520

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Improvements Other than Buildings	352/210107	56301/17EN3801	$23,168
(Dallas Ave Drainage)			
Improvements Other than Buildings	352/210107	56301/09EN0115	$35,660
(Muscogee Rd Phl Utility Relocation)			
Improvements Other than Buildings	352/210107	56301/15EN3244	$66,384
(Olive Road Drainage/Roadway)			
Improvements Other than Buildings	352/210107	56301/08EN0313	$21,308
(Ensley Drainage)			
Total			$146,520

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Jeff Bergosh, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2018.08.24 16:19:34 -05'00'

OMB Approved

Supplemental Budget Amendment
#204

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14740 **County Administrator's Report 10. 36.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018

Issue: Supplemental Budget Amendment # 205 - Adjustment to Debt Service Payments for FY2017/18
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #205 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget amendment #205, Bob Sikes Toll Fund (167) and Debt Service Fund (203) in the amount of $120,918, to recognize an adjustment to three of the County's bonds due to the recent Federal tax law changes or other debt service costs that increased the debt service payments, and to appropriate this adjustment to pay the remaining debt service costs to complete Fiscal Year 2017/2018.

BACKGROUND:

The changes in the Federal tax law affected 2 of the County bond issues, another bond issue has a recording entry that reflects a slight increase in other debt service costs associated with that Bond. The three bonds that were affected are the 2017 Series Jail Sales Tax Bonds, Beach Road Bonds, and IHMC Capital Revenue Bonds respectively.

IHMC will reimburse to cover the increase on that bond issue.
Beach Road Bonds will be covered by an increase in the Bob Sikes Funds.
2017 Series Jail Sales Tax Bonds will be covered by an ajustment to the interest recieved.

BUDGETARY IMPACT:

This amendment will increase Fund 203 by $120,918.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policyt requires increases and decreases in funding to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#205

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2018-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, an adjustment to three of the County's Bonds is necessary due to the recent Federal Tax Law changes or other debt service costs that increased the debt service payments, and these funds need to be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2018:

Fund Name	Fund Number
Debt Services Fund	203
Bob Sikes Toll Fund	167

Revenue Title	Fund Number	Account Code	Amount
Interest	203	361001	$209
Transfer from Fund 167	203	381167	74,054
Reimbursement of Debt Svc - IHMC	203	369423	46,655
Total			**$120,918**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Debt Service Costs	203/110242	57301	$209
Interest	203/110249	57201	74,054
Interest	203/110250	57201	46,655
Transfers to F-203	167/140302	59101	74,054
Reserves	167/140302	59801	(74,054)
Total			**$120,918**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2018.08.27 12:59:18 -05'00'

OMB Approved

Supplemental Budget Amendment # 205

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14756 **County Administrator's Report 10. 37.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018
Issue: Surplus and Sale of County-Owned Real Property Located at 605 Sunset Avenue
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Surplus and Sale of County-Owned Real Property Located at 605 Sunset Avenue - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of County-owned real property located at 605 Sunset Avenue:

A. Authorize the County Attorney's Office to take such action necessary to evict the occupants of the County-owned property, if occupied;

B. Declare surplus the Board's real property located at 605 Sunset Avenue, Account #: 08-1866-000, Reference #: 50-2S-30-6090-014-001, District 2;

C. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, $15,000; and

D. Authorize the County Attorney's Office to prepare and the Chairman to sign all documents related to the sale of this property.

BACKGROUND:

This property escheated to the County on December 17, 2015, at which time the County was under a sales moratorium. The sale of this parcel will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances. The County does not have a need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare and approve all legal documents prior to execution by the Chairman.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Section 46.134

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Information Package - 605 Sunset Avenue

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List | Amendment 1/Portability Calculations

Back

Navigate Mode • Account ○ Reference

Printer Friendly Version

General Information

Reference:	502S306090014001
Account:	081866000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	605 SUNSET AVE 32507
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2018	$15,000	$0	$15,000	$15,000
2017	$15,000	$0	$15,000	$15,000
2016	$15,000	$0	$15,000	$15,000

Disclaimer

Amendment 1/Portability Calculations

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/17/2015	7450	1554	$100	TD	View Instr
08/2005	5724	611	$80,000	CT	View Instr
03/1998	4234	559	$38,500	WD	View Instr
02/1979	1302	704	$16,400	WD	View Instr
01/1908	1132	537	$14,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2018 Certified Roll Exemptions

COUNTY OWNED

Legal Description

LT 14 BLK 1 NAVY POINT PB 1 P 100 OR 7450 P 1554 CA 220

Extra Features

None

Parcel Information

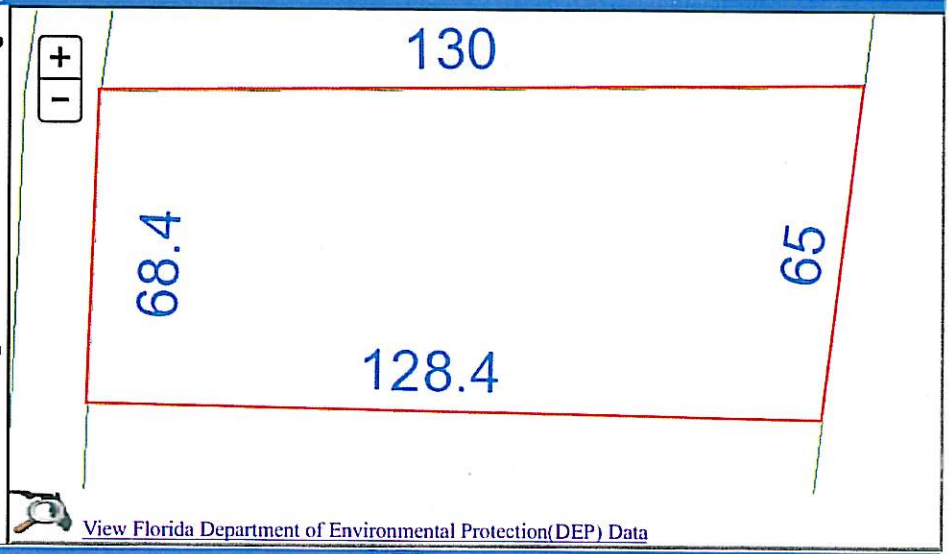
Launch Interactive Map

Section Map Id: CA220

Approx. Acreage: 0.2131

Zoned: MDR

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

https://maps.escpa.org/arcgis1/rest/directories/arcgisoutput/Utilities/PrintingTools_GPServer/_ags_fd73bb6dc5144a07bf17254f7484cb4b.jpg

https://maps.escpa.org/arcgis1/rest/directories/arcgisoutput/Utilities/PrintingTools_GPServer/_ags_05c0bd90a13249a08059cb31aad32469.jpg

Checklist –For Sale of County-Owned Property

This checklist is provided to see if any department has a need for County-owned property prior to sale. For each real property request, please complete the information below. The completed checklist will be submitted with the BCC recommendation to approve surplus and sale. If any of the information requested in this form is not applicable, or required, please state the reason in the comments section provided below.

Property Address:	**605 Sunset Avenue**
Reference:	**50-2S-30-6090-014-001**
PA Assessed Value:	**$15,000**
Zoning:	**MDR**
FLU 2030:	**MU-U**
Acreage:	**0.2131**
CRA District	**Warrington**
Commission District	**2**

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division	✓		Jennifer M	
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Division	X			
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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CRA District	**Warrington**
Commission District	**2**

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Division				
Community Redevelopment Agency	X			Clara Long
Facilities Management				
Risk Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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Zoning:	**MDR**
FLU 2030:	**MU-U**
Acreage:	**0.2131**
CRA District	**Warrington**
Commission District	**2**

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management	✓		Bob Dye	
Risk Management	✓		Bob Dye	
Surveyor – Review of Survey or Boundary Map, Legal Description				
Engineering	X			
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Surveyor – Review of Survey or Boundary Map, Legal Description			Joseph Barrett	No issues
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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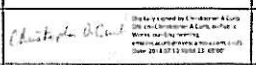
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Engineering	X			
Parks & Recreation				
Office of Management & Budget				
County Attorney – Legal issues				

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Department	Not Needed	Need Parcel	Signature	Comments
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Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Division				
Community Redevelopment Agency				
Facilities Management				
Risk Management				
Surveyor – Review of Survey or Boundary Map, Legal Description				
Engineering				
Parks & Recreation	✓			
Office of Management & Budget				
County Attorney – Legal issues				

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14766 **County Administrator's Report 10. 38.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018
Issue: Group Medical Insurance
From: Eric Kleinert, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Group Medical Insurance - Eric Kleinert, Human Resources Department Director

That the Board take the following action concerning the County's Group Medical Insurance:

A. Approve the employee and retiree health insurance premiums; Attachment 1 shows premiums reflecting a $50 discount for employees who do not use tobacco; Attachment 2 shows the health insurance premiums for the County's retirees; Medicare Advantage, Pharmacy and Medicare Plan F premiums will be determined later. Retirees will be responsible for paying their full premium, whether they are Medicare-eligible or not;

B. Authorize staff to deposit $600 into the Health Saving Account (HSA) account of each employee who elects the HSA Plan. This will assist the employee in paying the higher deductible ($2,100 or $4,200). The deposit will be reviewed each year at renewal time, along with monthly administrative fees of $2.50 per member and a one-time start-up fee of $22 for each new employee who enrolls. The cost is included in the total cost estimate;

C. Authorize the Health Care Opt-out Program at the same amount as 2018 plan year; and

D. Authorize the plan design changes to assist in aligning our plans to our costs (net claims per employee per month) and Affordable Care Act requirements upon losing our Grandfather status:

- No changes to the HSA (Health Saving Plans)

- Blue Option 1352
  - Change the deductible from - $750 (single)/$2,250 (family) to $1,000 (single) /$3,000 (family)
  - Change the Out-of-Pocket maximum from - $3,000 (single)/$9,000 (family) to $3,250 (single)/$9,750 (family)
  - Wellness Preventive Care - $20 copay/20% coinsurance to 100% (deductible waived) (Affordable Care Act)
  - Walk-In Urgent Care Visit – Deductible + 20% to a $50 co-pay
  - Emergency Room - $100 + 20% to $200 +20% (waived if admitted into the hospital)
- Blue Option 1552
  - Change the deductible from - $500 (single)/$1,500 (family) to $750 (single)/$2,250 (family)
  - Change the Out-of-Pocket maximum from - $2,000 (single)/$6,000 (family) to $2,250 (single)/$6,750 (family)
  - Wellness Preventive Care - $15 copay/$30 copay to 100% (deductible waived) (Affordable Care Act)
  - Emergency Room - $100 + 20% to $200 +20% (waived if admitted into the hospital)
  - Increase the premiums for both the employer and employee contribution by 8.8%

BACKGROUND:

In 2018, the County added an additional 120 eligible employees to its plan through Mass Transit. Also, in 2017, we had 17 claims over $125,000, in 2016 we had 10 claims over $125,000, and 9 claims over $125,000 in 2015. We saw a 30% increase in our stop/loss premiums due to our claims history in 2017. Our claims are trending this year at $21,070,247. Stop Loss is trending at $2,069,153. This does not include the staffing cost, the cost of the clinic or any retirees that we have on Medicare Plan F, Pharmacy, or Medicare Advantage plan.

The County has been able to maintain the Grandfather Clause under the Affordable Care Act (ACA) since it was put in place (2010). The Affordable Care Act has strict rules on how an organization can maintain this status and there are very few plans that are still Grandfathered under the ACA.

With the help of USI, it was recommended that in 2019, we move away from the Grandfathering to look at ways to mitigate our cost by making slight plan changes.

Presently, the HSA plan does not have to be changed.

Wellness Preventative Care – Will be covered waiving any co-pays or deductibles for both 1352 and 1552. This is required by the ACA once we remove our Grandfather status.

Emergency Room - Both 1352 and 1552 plans - Increased our co-pay for employees going to the emergency room from $100+20% co-insurance to $200+20% co-insurance.

We want to encourage our members to use our County Health Clinic and Urgent Care facilities in the area. Cost for emergency room care is three times more than going to an urgent care facility. Our number of visits are high for the emergency room. When we were briefed in past years by Florida Blue, some of our members were using the ER as their primary care. Emergency Rooms are extremely important in the health care environment. If a member is admitted into the hospital the co-pay for the ER is waived.

Per the ACA, all emergency visits will be considered in network.

Urgent Care – 1352 Plan (Only) – Change the urgent care visit from deductible + 20% co-insurance to a $50 co-pay. This provides employees an incentive to utilize the urgent care versus the ER if they are unable to see their primary care or the County clinic. We have a number of urgent care facilities in both Escambia and Santa Rosa County with extended work hours.

Deductible - for both 1352 and 1552 plans:
1552 plan deductible will change from $500 for single/$1,500 for family to $750 for single/$2,250 for family
1352 plan deductible will change from $750 for single/$2,250 for family to $1,000 for single/$3,000 for family

The national average for health care deductibles is $1,000. On average, 15-18% of our members meet their deductibles.

Out-of-Pocket-Maximum

1552 - Out-of- Pocket maximum change from $2,000 single/$6,000 family to $2,250 single/$6,750 family
1352 - Out-of-Pocket maximum change from $3,000 single/$9,000 family to $3,250 single/$9,750 family

This change coincides with the changes to the deductible.

Increase Premiums on the 1552 Plan Only

One of the key indicators when evaluating our plans was “the net claims per employee per month” since 2015. The 1352 and HSA plans are within $100 of each other (i.e. between $525 to $625). While the 1552 plan spread has been increasing every year. In 2015, it was $300 more than the other plans and in 2018, the spread is over $500. We recommend adjusting the premium to support the value of the plan.

We are continually looking at ways to reduce costs through plan design, stop loss measures, and any other available measures. In the next year, the County will be actively looking at ways to reduce costs and still have a health plan that will be attractive to our employees.

With our Plans becoming ACA compliant, our plan names will be changing. Florida Blue will notify the County once this has been completed. The name change will become effective January 1, 2019.

The County will offer the existing plans and will provide individual supplement options during open enrollment for retirees that are Medicare-eligible.

BUDGETARY IMPACT:

Funds are available in Fund 501, Internal Service Fund, Cost Center 150108, Object Codes 53401 and 54501.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801.

PERSONNEL:

The Human Resources Department and all appointing authorities (payrolls) will have to make the appropriate adjustments to their payroll systems, Human Resources Information System, and work with Florida Blue to ensure changes are made in the respected systems.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A purchase order will be the instrument utilized for making payment against the Contract. The Human Resources Department will coordinate with Legal, the Office of Purchasing, FRS, and the other appointing authorities to ensure all changes are made in the respected systems.

Attachments

Attachment 1 Health Ins Rates 2019
Attachment 2 Retiree Rates 2019

ATTACHMENT 1

Funding Breakdown (Tobacco Discount)

Health Care **Monthly** Rates for January 2019 – December 2019

	Total Contribution 1352	County Portion Non-Tobacco BO 1352	County Portion Tobacco BO 1352	EE Cost Non-Tobacco BO 1352	EE Cost Tobacco BO 1352	Total Contribution BO 1552	County Portion Non-Tobacco BO 1552	County Portion Tobacco BO 1552	EE Cost Non-Tobacco BO 1552	EE Cost Tobacco BO 1552
Employee	$610.17	$578.67	$528.69	$31.50	$81.50	$717.38	$637.97	$587.97	$79.90	$129.90
Employee & Spouse	$1,452.96	$1,243.90	$1,193.90	$209.06	$259.06	$1,708.27	$1,378.34	$1,328.34	$332.14	$382.14
Employee & Children	$1,307.84	$1,120.86	$1,070.86	$186.98	$236.98	$1537.65	$1,216.19	$1166.19	$323.64	$373.64
Employee & Family	$1,889.01	$1,630.43	$1,580.43	$258.58	$308.58	$2,220.16	$1,753.93	$1,703.93	$469.38	$519.38

	Contribution HSA 1168/1169	*HSA $600/yr	***Setup Fee	Admin Fee	Contribution HSA	County Portion HSA for Non-Tobacco	County Portion HSA for Tobacco	EE Cost HSA 1168/1169 Non-Tobacco	EE Cost HSA 1168/1169 Tobacco
Employee	$491.17	$50.00	$1.67	$2.50	$545.34	$545.34	$495.34	$0.00	$50.00
Employee & Spouse	$1,169.59	$50.00	$1.67	$2.50	$1,223.76	$1,124.14	$1,074.14	$99.62	$149.62
Employee & Children	$1,052.79	$50.00	$1.67	$2.50	$1,106.96	$1,016.66	$966.66	$90.30	$140.30
Employee & Family	$1,520.06	$50.00	$1.67	$2.50	$1,574.23	$1,446.63	$1,396.63	$127.60	$177.60

Dental Premiums	Total Premium for Low Option	County Portion for Low Option	EE Cost for Low Option	County Portion for Low Option with HIR	EE Cost for Low Option with HIR	Total Premium for High Option	County Portion for High Option	EE Cost for High Option	County Portion for High Option with HIR	EE Cost for High Option with HIR
Employee	$22.90	$17.90	**$5.00**	$22.90	$0.00	$26.25	$13.27	**$12.98**	$26.25	$0.00
Employee & Spouse	$39.62	$17.84	**$21.78**	$30.82	$8.80	$45.45	$13.53	**$31.92**	$26.31	$18.94
Employee & Children	$39.66	$17.86	**$21.80**	$30.84	$8.82	$45.48	$13.54	**$31.94**	$26.52	$18.96
Employee & Family	$61.89	$30.91	**$30.98**	$43.89	$18.00	$70.34	$26.40	**$43.94**	$39.38	$30.96

Vision Care Premiums	EE Premiums (deducted once per month – 2nd paycheck of the month)

ATTACHMENT 1

Employee	**$ 4.94**
Employee & Spouse	**$ 9.88**
Employee & Children	**$ 9.38**
Employee & Family	**$ 14.78**

*The County gives employees electing the Health Saving Account (HSA) $600 employer contribution into the employee's HSA Bank account. The County or the appointing authority pays the $600 upfront at the beginning of the plan year. New Hires receive a pro-rated amount determined by the insurance eligibility date. *Administrative fees are paid by the agency on a monthly basis for employees. * Setup fees are only for new accounts and is a one-time fee of $20.00 paid by the appointing authority.

* Any employee waiving the County-sponsored health insurance will receive $10,000 in additional life insurance coverage for a total of $50,000 (County paid). In addition, an employee not electing health insurance can enroll in the **Dental plan with HIR** (health insurance replacement) and receive a **$12.98** per month discount on their dental premium.

ATTACHMENT 2

2019 OPEN ENROLLMENT
Health Insurance Premiums for Retirees

Blue Options PPO Plans
Rate effective dates:
January 2019 – December 2019

Retirees	PPO 1352 Premiums	PPO 1552 Premiums
Retiree	$610.17	$717.38
Retiree & Spouse	$1,452.96	$1,708.27
Retiree & Children	$1,307.84	$1,537.65
Retiree & Family	$1,889.01	$2,220.16
Dependent/Spouse (for Split Contracts)	$887.15	$990.89

2018 Rates for Blue Medicare PPO and Blue Medicare RX Plans

Retirees	*BlueMed PPO Premium	BlueMed RX (Pharmacy Coverage Only)
Retiree **or** Spouse **(each)**	**$279.61**	**$98.19**

No Increase for the Supplement Plan F Participants for 2018

Note: The premiums for Blue Medicare PPO and Blue Medicare RX (Pharmacy coverage only) are determined by CMS and Florida Blue.

***To be eligible for BlueMed PPO you must have Medicare Part A & B and reside in Florida.**

*** Note: Retirees who choose BlueMed would have individual coverage. Retirees who are Medicare-eligible and their spouse is not Medicare- eligible, can still elect either BlueMed PPO or the Rx Plan and their spouse would be offered single coverage with the Non-Medicare product (i.e. Blue Option 1352 or 1552). Blue Medicare Group Supplement Plan F is not offered to new enrollees. If you are already on the Blue Medicare Group Supplement Plan F, you can remain on this plan.**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14771 **County Administrator's Report 10. 39.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 09/06/2018
Issue: Funding Request for the Showalter Classic
From: Steven Barry, District 5 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of $5,000 for the Showalter Classic - Commissioner Steven Barry, District 5

That the Board approve $5,000 to be funded from Commissioner Steven Barry's discretionary funds, for the Showalter Classic (Softball/Baseball Doubleheader), scheduled for October 20, 2018, at 11:00 a.m., at the Showalter Park in Century, Florida.

[Funding: Fund 001, General Fund, Discretionary Money, Cost Center 110101, Object Code 58201]

BACKGROUND:

The Showalter Classic will be held on October 20, 2018, at 11:00 a.m., at the Showalter Park in Century, Florida. This is the first year that the Pensaacola State College Foundation and the Pensacola Sports Association will be raising money for the Showalter Scholarship Fund, which will help with GED testing and other career opportunities for the Community. The funds will be distributed through the Pensacola Sports Association.

BUDGETARY IMPACT:

The Board approved $50,000 in the Fiscal Year 2017-2018 Budget for each Commissioner to use as discretionary money.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, a voucher will be issued by the County Administrator's Office once the required documents have been received from the Pensacola State College Foundation and/or the Pensacola Sports Association.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14734 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 09/06/2018
Issue: State Law Enforcement Trust Fund Appropriation
From: Henrique Dias, Chief Financial Officer
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:

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

That the Board approve the following allocation of $3,000 Law Enforcement Trust (LET) Funds to the Escambia County Sheriff's Explorers, per the requirements of F.S. 932.7055(5) for Outside Agency partners in Escambia County for Fiscal Year 2017/2018.

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

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

BACKGROUND:

Per F.S. 932.7055(5), certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is attached):

Escambia County Sheriff's Explorers - $3,000

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

These funds may be expended upon request by the sheriff to the board of county commissioners or by the chief of police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the sheriff’s office or police department by the board of county commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Escambia County Sheriff's Explorers

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

August 24, 2018

Escambia County Sheriff's Explorers
Attn: 1st Lt. Ken Simmons
1700 W. Leonard Street, Pensacola FL 32501

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated August 17th, 2018.

Dear 1st Lt. Ken Simmons,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $3000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☐ 501c3 or c4 OR ☑ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Escambia County Sheriff's Explorers Post #117 DATE 09/01/2018

POINT OF CONTACT 1st Lt. Ken Simmons PH# (850) 530-1271

EMAIL ADDRESS: ksimmons@escambiaso.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 10/05/2018 AMOUNT REQUESTED: $ 3,000

CHECK PAYABLE TO: ~~Explorers Post #117~~ Escambia County Explorers

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 1700 W. Leonard St. City Pensacola State Fl. Zip Code 32501

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief | (Initial)

NAME OF CERTIFYING OFFICIAL Lt Ken Simmons

TITLE OF CERTIFYING OFFICIAL Lt-Comm. Svcs.

SIGNATURE (Digital) #29

DATE 8/17/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $3,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 8/24/18

DAVID MORGAN, SHERIFF

DATE 8/24/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

Escambia County Sheriff's Explorers Post #117

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

2018 Shop with a Cop Program, A partnership with The Escambia County School District, Private businesses,Private citizens and The Escambia County Sheriff's Office. Where students are selected by the school district and paired with a Deputy Sheriff who will take them shopping for Christmas Presents either for themselves or others. This event will be held on December 20th,2018.

0000005 08/08/17

FLORIDA

Consumer's Certificate of Exemption

DR-14
R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8012621905C-3	11/30/2017	11/30/2022	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

ESCAMBIA COUNTY SHERIFFS OFFICE
1700 W LEONARD ST
PENSACOLA FL 32501-1122

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Escambia County Sheriff's Office

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☑ Other (see instructions) ▶ Local Government Agency

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
1700 W. Leonard Street

Requester's name and address (optional)

City, state, and ZIP code
Pensacola, FL 32501

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
5 9 - 6 0 0 0 6 0 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ February 4, 2014

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14625 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 09/06/2018

Issue: Pensacola Beach Congestion Management Plan - Phase III (Roundabouts w/ Pedestrian Underpasses)
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Funding Allocations for the Pensacola Beach Congestion Management Plan - Phase III (Roundabouts with Pedestrian Underpasses) Design Services with Volkert, Inc. - Joy Jones, P.E., Public Works Department Director

That the Board discuss the funding allocations for the Pensacola Beach Congestion Management Plan (CMP) - Phase III (Roundabouts with Pedestrian Underpasses) Design Services with Volkert, Inc.

[Funding: Local Option Sales Tax IV - Public Works Transportation Fund; CMP Contract Amount with Volkert, Inc. - $1,341,682.33 ($256,825.00 - Phase II and $1,084,857.33 - Phase III). Escambia County would retain $342,825.78 if the Board were to decide not to proceed with the Phase III (Roundabouts with Pedestrian Underpasses) Design Services for the Pensacola Beach CMP Contract with Volkert.]

This project is located in Commission District 4.

BACKGROUND:

Meeting in regular session on February 18, 2016, the Board approved a contract with Volkert, Inc., to develop a congestion management plan for Pensacola Beach in efforts to identify traffic-related issues, provide recommendations to relieve those issues, and conduct a strong public involvement phase throughout development of the plan.

Dating back to 2010, multiple studies have been conducted on Pensacola Beach, including the plan initiated by the Santa Rosa Island Authority (SRIA) and developed by EDSA (the firm which provided the first Pensacola Beach Master Plan) to address traffic issues. The Pensacola Beach Congestion Management

Plan (CMP) is a separate document from the EDSA Master Plan, which provided an extensive public involvement aspect, provided several recommended transportation-related projects (both short- and long-term improvements) in order to alleviate some of the traffic congestion on the Island, and identified the key factors causing the traffic issues. It has been determined that the traffic congestion on Pensacola Beach is primarily caused by three main components during peak times: the existing traffic signal at the Via de Luna Drive/Fort Pickens intersection, vehicular/pedestrian conflicts, and inadequate parking during peak times. The CMP has addressed the key components that are causing the congestion on Pensacola Beach with the understanding that all of the key components are equally important and all must be addressed in the long term to have a positive impact on traffic congestion now and in the future.

The Board, at a Special Meeting held May 30, 2017, reviewed and approved the CMP while recommending staff to proceed with design for Phases II (Additional Parking Areas) and III (Roundabouts with Pedestrian Underpasses).

The Board, at a Special Meeting held July 27, 2017, reviewed and approved a Contract Amendment with Volkert, Inc. for the negotiated amount of $256,825 for Phase II - Additional Parking Areas, and the negotiated amount of $1,084,857.33 for Phase III - Roundabouts with Pedestrian Underpasses, for a total of $1,341,682.33.

During the November 2, 2017 regular meeting, the Board asked that staff "pause" the design process for Phase III at 60% to re-engage the public with additional workshops, then seek SRIA Board recommendation for the Board of County Commissioners (BCC) on whether to proceed beyond 60% design for Phase III.

Staff received 60% design plans for Phase III from Volkert, Inc. on April 20, 2018, and held two Pensacola Beach CMP public workshops; one on April 23, 2018 at the Our Lady of Assumption Church on Pensacola Beach, FL and the other on Tuesday, May 1, 2018 at the downtown BCC Chambers. Following the public workshops, the SRIA Board considered the item and recommended that the County proceed with the design phase for Phase III through 100% construction plans at its May 9, 2018 regular meeting.

The Board, at its May 17, 2018 regular meeting, accepted the SRIA Board's recommendation and voted to proceed with the Phase III design from 60% plans through 100% plans.

At the joint BCC/SRIA meeting held on July 17, 2018, both Boards discussed the Phase III plans for the CMP, and raised questions about the funding that could be retained if the design services for Phase III were either stopped or terminated. Staff then placed a hold on all contractual services related to Phase III with

Volkert, Inc. and requested all invoice documentation (invoice attached) for services provided for Phase III since the June 2018 CMP invoice.

Staff received the invoice documentation from Volkert, met with Volkert to discuss the submitted documentation, and below is a breakdown of the expenses paid to date, those that will need to be paid from June 22, 2018 through July 18, 2018, and the amount of funds that could be retained if the Board were to stop the design services for Phase III. After internal staff discussions regarding the submitted invoice documentation, and then a meeting with Volkert, the amount that would be retained, if the Board were to decide to not proceed with the Phase III design, would be $342,825.78. Volkert is at 73.2% complete for Phase III design. Invoice breakdown: Total Contract Amount for Phase III Design - $1,084,857.33 Invoiced through July 18, 2018 (date Phase III design placed on hold) - $742,031.55. Remaining on Contract after July 2018 payment - $342,825.78 ($235,494 (Phase III Design) + $107,331.78 (Phase III Public Involvement)).

BUDGETARY IMPACT:

Local Option Sales Tax IV - Public Works Transportation Fund; CMP Contract amount with Volkert, Inc. - $1,341,682.33 ($256,825.00 - Phase II & $1,084,857.33 - Phase III). If the Board were to decide not to proceed with the Phase III design, amount remaining would be $342,825.78. Breakdown: Total Contract Amount for Phase III Design - $1,084,857.33 Invoiced thru July 18, 2018 (date Phase III design placed on hold) - $742,031.55 Remaining on Contract after July 2018 payment - $342,825.78 ($235,494 (Phase III Design) + $107,331.78 (Phase III Public Involvement)).

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Sr. Assistant County Attorney, has reviewed the terms of the contract with Volkert, and stated the following: "we may terminate for cause or convenience with 14 days notice, but if terminating for convenience and barring any issues with Volkert's performance, we would owe Volkert for services performed through the date of termination. So, to the extent these tasks have not yet been performed upon termination, we would not be obligated for the remainder."

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board direction, County staff will coordinate with Volkert, Inc. and any other stakeholder regarding the design services for the PB CMP.

Attachments

PB CMP - Volkert July 2018 Invoice
BCC Meeting Minutes

Invoice

VOLKERT

Remittance address to lockbox:
Dept. #2042
Volkert, Inc.
P. O. Box 11407
Birmingham, AL 35246-2042

July 31, 2018
Project No: 0635500.WFR
Invoice No: 02407006

ESCAMBIA CO FL PUBLIC WORKS
3363 W PARK PLACE
PENSACOLA, FL 32505

Professional services related to the Pensacola Beach Congestion Management Plan dated February 18, 2016, Supplement #1/Phase II, and Supplement #2/Phase III per Letter Agreement dated July 17, 2017 and Contract # PD 15-16.007 and Purchase Order # 161017-1 dated August 14, 2017.

Professional Services from June 23, 2018 to July 18, 2018

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Task 1 - Congestion Mngmnt Plan	124,053.00	100.00	124,053.00	124,053.00	0.00
Task 2a - Surveying Services	45,062.00	100.00	45,062.00	45,062.00	0.00
Task 2b - Ingress/Egree to Casino Beach	103,895.00	100.00	103,895.00	103,895.00	0.00
Task 2c - Ingress/Egress to Circle K	60,515.00	99.2564	60,064.99	60,064.99	0.00
Volkert Environmental	2,420.00	100.00	2,420.00	2,420.00	0.00
Task 2d - Transit Analysis & Feasibility	48,910.00	100.00	48,910.00	48,910.00	0.00
Task 2e - Evaluate Traffic Signal	5,270.00	100.0002	5,270.01	5,270.01	0.00
Task 2f - Concp Design of Ped Crossing	16,180.00	100.00	16,180.00	16,180.00	0.00
Task 2g - Parking Recommendations	17,870.00	100.00	17,870.00	17,870.00	0.00
Task 3 - Long Term Capital Improvement	24,052.00	100.00	24,052.00	24,052.00	0.00
Opt Services - Coor Ped Signal Design	15,000.00	100.00	15,000.00	15,000.00	0.00
Supp. 1/Task 1 - Surveying Services	9,880.00	100.00	9,880.00	9,880.00	0.00
Supp. 1/Task 2 - Geotech. Services	12,120.00	54.6205	6,620.00	6,620.00	0.00
Supp. 1/Task 3 - Casino Beach Parking	150,735.00	78.2366	117,930.00	111,971.46	5,958.54
Supp. 1/Task 4 - Fire Station Parking	4,238.43	100.00	4,238.43	4,238.43	0.00
Supp. 2/Task 1 - Surveying Services	45,000.00	100.00	45,000.00	45,000.00	0.00
Supp. 2/Task 2 - Geotech. Services	21,250.00	72.7176	15,452.50	15,452.50	0.00
Supp. 2/Task 3 - Alternative C	822,539.10	73.1969	602,072.85	447,427.81	154,645.04
Supp. 2/Task 4 - Old Vis. Ctr Parking	32,610.00	71.695	23,379.75	14,905.00	8,474.75

Supp. 2/Task 5 - Public Involvement	163,458.23	34.3369	56,126.41	44,125.67	12,000.74	
Change Order #2	35,941.57	29.381	10,560.00	10,560.00	0.00	
Total Fee	1,760,999.33		1,354,036.94	1,172,957.87	181,079.07	
			Total Fee			**181,079.07**
				Total this Invoice		**$181,079.07**

Billings to Date

	Current	Prior	Total
Fee	181,079.07	1,172,957.86	1,354,036.93
Totals	**181,079.07**	**1,172,957.86**	**1,354,036.93**

Authorized By: Sarah Beth Walker Sarah Beth Walker Date: 7.31.18

VOLKERT, INC.

PD 15-16.007 / PO 161017
Pensacola Beach Congestion Managament Plan
Escambia County BOCC
Volkert Project #'s 635500.WR / 635001.WR / 635502.WR

Prepared By: MJW

PROGRESS REPORT NO. 24

		(June 2018) PREVIOUS MONTH		(July 2018) CURRENT MONTH		
WORK ITEM	TOTAL COST	% COMPLETE LAST MONTH	AMOUNT	% COMPLETE THIS MONTH	AMOUNT	AMOUNT DUE THIS MONTH
Task 1- Congestion Management Plan (635500.WR)	**$24,780.00**	100.00%	$24,780.00	100.00%	$24,780.00	$0.00
Congestion Management Plan (635500.WT)	**$7,500.00**	100.00%	$7,500.00	100.00%	$7,500.00	$0.00
Jerry Pate- Landscape Architecture (635500.WR)	**$5,000.00**	100.00%	$5,000.00	100.00%	$5,000.00	$0.00
EPR- Public Involvement (635500.WR)	**$51,443.00**	100.00%	$51,443.00	100.00%	$51,443.00	$0.00
VHB- Transit (635500.WR)	**$35,330.00**	100.00%	$35,330.00	100.00%	$35,330.00	$0.00
Task 2a- Surveying Services(635500.AV)	**$33,850.00**	100.00%	$33,850.00	100.00%	$33,850.00	$0.00
ASI LIDAR(635500.AV)	**$11,212.00**	100.00%	$11,212.00	100.00%	$11,212.00	$0.00
Task 2b- Ingress/Egress to Casino Beach(635500.WR)	**$74,733.75**	100.00%	$74,733.75	100.00%	$74,733.75	$0.00
Ingress/Egress to Casino Beach(635500.WT)	**$24,911.25**	100.00%	$24,911.25	100.00%	$24,911.25	$0.00
NOVA- Geotechnical(635500.WR)	**$4,250.00**	100.00%	$4,250.00	100.00%	$4,250.00	$0.00
Task 2c- Ingress/Egress to Circle K(635500.WR)	**$49,142.75**	100.00%	$49,142.75	100.00%	$49,142.75	$0.00
Ingress/Egress to Circle K(635500.WT)	**$8,672.25**	100.00%	$8,672.25	100.00%	$8,672.25	$0.00
NOVA- Geotechnical(635500.WR)	**$2,700.00**	83.3335%	$2,250.00	83.3335%	$2,250.00	$0.00
Volkert Environmental(635500.AE)	**$2,420.00**	100.00%	$2,420.00	100.00%	$2,420.00	$0.00
Task 2d- Transit Analysis and Feasibility Study- VHB(635500.WR)	**$48,910.00**	100.00%	$48,910.00	100.00%	$48,910.00	$0.00
Task 2e- Evaluate Traffic Signal(635500.WT)	**$5,270.00**	100.00%	$5,270.00	100.00%	$5,270.00	$0.00
Task 2f- Conceptual Design of Pedestrian Crossings(635500.WR)	**$4,850.00**	100.00%	$4,850.00	100.00%	$4,850.00	$0.00
Conceptual Design of Pedestrian Crossings(635500.WT)	**$11,330.00**	100.00%	$11,330.00	100.00%	$11,330.00	$0.00
Task 2g- Parking Recommendations(635500.WR)	**$13,608.00**	100.00%	$13,608.00	100.00%	$13,608.00	$0.00
Parking Recommendations(635500.WT)	**$1,512.00**	100.00%	$1,512.00	100.00%	$1,512.00	$0.00
NOVA- Geotechnical(635500.WR)	**$2,750.00**	100.00%	$2,750.00	100.00%	$2,750.00	$0.00

Task 3- Long Term Capital Improvement Plan(635500.WR)	**$12,910.50**	100.00%	$12,910.50	100.00%	$12,910.50	$0.00
Long Term Capital Improvement Plan(635500.WT)	**$679.50**	100.00%	$679.50	100.00%	$679.50	$0.00
EPR- Public Involvement(635500.WR)	**$10,462.00**	100.00%	$10,462.00	100.00%	$10,462.00	$0.00
Optional Services- Coordinated Pedsterian Signal Design(635500.WT)	**$15,000.00**	100.00%	$15,000.00	100.00%	$15,000.00	$0.00
Phase II- Additional Parking Areas Supplement						
Task 1- Surveying Services	**$620.00**	100.00	$620.00	100.00	$620.00	$0.00
Pittman, Glaze and Associates	**$9,260.00**	100.00	$9,260.00	100.00	$9,260.00	$0.00
Task 2- Geotechnical Services	**$620.00**	100.00	$620.00	100.00	$620.00	$0.00
NOVA- Geotechnical	**$11,500.00**	52.17	$6,000.00	52.17	$6,000.00	$0.00
Task 3- Design Services for Casino Beach Parking	**$74,970.00**	97.25	$72,908.33	100.00	$74,970.00	$2,061.67
Environmental Services- Volkert	**$53,750.00**	34.75	$18,678.13	42.00	$22,575.00	$3,896.87
Jerry Pate Design- Landscape Architecture Services	**$18,713.00**	92.60	$17,327.48	92.60	$17,327.48	$0.00
Jerry Pate Design- Irrigation Design	**$3,302.00**	92.60	$3,057.52	92.60	$3,057.52	$0.00
Task 4- Design Services for Parking Area Near Fire Station	**$3,945.18**	100.00	$3,945.18	100.00	$3,945.18	$0.00
Environmental Services- Volkert	**$293.25**	100.00	$293.25	100.00	$293.25	$0.00
Phase III- Roundabouts with Pedestrian Underpasses Supplement						
Task 1- Surveying Services	**$45,000.00**	100.00	$45,000.00	100.00	$45,000.00	$0.00
Task 2- Geotechnical Services	**$3,650.00**	85.00	$3,102.50	85.00	$3,102.50	$0.00
NOVA- Geotechnical	**$17,600.00**	*70.17*	$12,350.00	*70.17*	$12,350.00	$0.00
Task 3- Design Services for Alternative C Roadway	**$783,259.10**	54.51	$426,924.81	73.13	$572,812.85	$145,888.04
Environmental	**$2,000.00**	35.00	$700.00	65.00	$1,300.00	$600.00
Jerry Pate Design- Landscape Architecture Services	**$31,688.00**	53.32	$16,895.16	75.00	$23,766.00	$6,870.84
Jerry Pate Design- Irrigation Design	**$5,592.00**	52.00	$2,907.84	75.00	$4,194.00	$1,286.16
Task 4- Design Services for Old Visitors Center Parking Area	**$29,110.00**	50.00	$14,555.00	72.50	$21,104.75	$6,549.75
Environmental	**$3,500.00**	10.00	$350.00	65.00	$2,275.00	$1,925.00
Task 5- Public Involvement and Roundabout Education Program	**$98,250.00**	35.31	$34,692.50	35.31	$34,692.50	$0.00
EPR	**$65,208.23**	14.47	$9,433.17	32.87	$21,433.91	$12,000.74

Change Order #2	**$35,941.57**	29.38	$10,560.00	29.38	$10,560.00	$0.00
TOTAL LUMP SUM PROJECT COSTS	**$1,760,999.33**	**66.61%**	**$1,172,957.87**	**76.89%**	**$1,354,036.94**	**$181,079.07**

AMOUNT DUE THIS MONTH	**$181,079.07**
FDEP ERP Permit Check Reimbursement(see included copy of check)	**$420.00**
FDEP CCCL Permit Fee Reimbursement(see included copy of check)	**$2,500.00**
Total due with Permit Fee Reimbursement	**$183,999.07**

PROGRESS

Phase II-

Casino Beach EPR and CCCL Permitting
Casino Beach EPR and CCCL Permits Submitted for Approval
Casino Beach Parking Area Bidding

Phase III-

Utility Coordination
90% Plan Development

EPR
Engineering & Planning Resources, P.C.

Issued for Project 63550.WFR

Escambia County
Pensacola Beach Congestion Management Plan Invoice

Pay Request No. 18-122201-02

From:	To:
Bonita Player, P.E. **Engineering & Planning Resources, P.C.** 309 W Gregory Street Pensacola, Fl 32502	Mike Warnke, P.E., ENV SP **Volkert Inc.** 215 Fairpoint Drive, Suite B Gulf Breeze, FL 32561
Page __1_ of ___1_ Pages FPI No.:N/A Esc Co PD. No.: N/A EPR Project No.: _____18-12201____ Project Name: _Pensacola Beach Congestion Management Plan	Date: 7/20/2018 Time Period: 05/19/17-07/17/18

	Work Activity	Total Fee	Percent Complete	Total Amount Due	Previously Billed	Amount Due This Invoice
	Task 1					
1.1	Public Involvement Program	$2,946.70	60.00%	$1,768.02	$0.00	$1,768.02
1.2	Public Involvement Data Collection	$2,543.60	40.00%	$1,017.44	$763.08	$254.36
1.5	Scheduled Public Meetings					
	Agency Review Mtg and Scheduled Face to Face	$5,240.90	35.00%	$1,834.32	$1,310.23	$524.09
	Public Construction Kick-off Meeting	$7,301.50	0.00%	$0.00	$0.00	$0.00
	Design Informational Meeting	$7,272.34	100.00%	$7,272.34	$4,363.40	$2,908.94
	Final Public Meeting	$0.00	0.00%	$0.00	$0.00	$0.00
1.6	Other Unschedule Public and Agency Meetings	$13,381.02	29.00%	$3,880.50	$0.00	$3,880.50
1.9	Special Public Invovlvement Requirements	$17,114.87	25.00%	$4,278.72	$1,711.49	$2,567.23
2	CEI Public Outreach	$8,678.86	0.00%	$0.00	$0.00	$0.00
1.1	Quality Assurance/Quality Control	$728.44	13.40%	$97.61	$0.00	$97.61
	Subtotal	*$65,208.23*		*$20,148.94*	*$8,148.20*	*$12,000.74*
	TOTAL AMOUNT	$65,208.23		$20,148.94	$8,148.20	$12,000.74
	TOTAL CONTRACT	**$65,208.23**		**$20,148.94**	**$8,148.20**	**$12,000.74**

Total due Architect/Engineer: **$12,000.74**

CERTIFIED TO BE TRUE AND CORRECT BY:

7/20/2018
Date

Bonita Player
Signature of Project Manager

Jerry Pate Design

Allowed for payment
635502.WFE

Invoice

Date	Invoice #
7/17/2018	10954

Bill To
Volkert Mike Warnke mike.warnke@volkert.com

Project
JPD Project No. 17016.01 Pensacola Beach Via De Luna Roundabouts

Terms	Due Date
	7/17/2018

Description	Amount
75% 90% Documents	8,157.00

Total	$8,157.00
Payments/Credits	$0.00
Balance Due	$8,157.00

301 Schubert Drive
Pensacola, FL 32504
850-479-4653

Project:	17016.01 Volkert Pensacola Beach	Date:	7/17/2018
Company:	Jerry Pate Design, Inc.	Invoice No.:	10954
Discipline:	Landscape Architecture/Irrigation Design		

Basic Services	Contract Amount	Previous Fee Billing	Percent Complete	Current Billing	Job to Date Billed	Amount Remaining
Project 1-Via de Luna Roundabouts						
Consult during Site Planning Phase						
60% Documents	$ 19,803.00	$ 19,803.00	100%	$0	$19,803	$0
90% Documents	$ 9,906.00		82%	$8,157	$8,157	$1,749
Final Documents	$ 3,296.00		0%	$0	$0	$3,296
Construction Inspection	$ 4,275.00		0%	$0	$0	$4,275
Total Fee	$37,280	$19,803	75%	$8,157	$27,960	$9,320

Additional Services

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS

Providing Professional Surveying Services Since 1976
Licensed in Florida and Alabama

Approved for payment
635501.WFE

Mike Warnke
Volkert, Inc.
215 Fairpoint Dr, Suite B
Gulf Breeze, FL 32561

Date: 6/27/2018
Job No. 37874-18
File: C7933

Original Invoice

Villa Sabine 1st Add, Block K - Beach Parking Site 2

FT PICKENS ROAD TOPOGRAPHIC/MHWL SURVEY

Total Amount Due: $2,200.00

Please show Job No. 37874-18 on your form of payment.

Remit to: 5700 North Davis Hwy, Suite 3, Pensacola, FL 32503
ph. (850) 434-6666 fx. (850) 434-6661 email: pgasurvey@bellsouth.net

Thank You

TERMS: Net tenth of month following purchase, unless specified otherwise. All accounts 30 days past due will be subjected to a monthly service charge of one and one half percent, with a minumum of $0.50 until paid. This represents an annual percentage interest rate of eighteen percent.

Warnke, Mike

From: David V. Forte <DVFORTE@myescambia.com>
Sent: Thursday, July 12, 2018 6:04 PM
To: Warnke, Mike
Cc: Felts, Paige; Cooper Saunders; Robin F. Lambert
Subject: Re: Casino Beach Parking - FDEP Permit Fees

Please proceed and submit in next monthly invoice.

Robin, please get with me on this.

Thanks.

Sent from my iPhone

> On Jul 12, 2018, at 3:16 PM, Warnke, Mike <mike.warnke@volkert.com> wrote:
>
> David-
>
> As discussed we need to pay the following permit fees for the Casino Beach Parking area permits to FDEP that were not included in our contract:
>
> CCCL Permit- $2,500.00
> ERP Permit- $420.00
>
> Please provide me with email approval that if Volkert pays the fees then we will be reimbursed for the costs on our next project billings. With your approval we will get the checks cut and the project submitted to FDEP for approval.
>
> Thanks in advance,
>
> Mike Warnke, P.E., ENV SP
> Project Manager
> Volkert, Inc.
> (850) 512-8935
> mike.warnke@volkert.com
>
> The information contained in this e-mail, including any accompanying documents or attachments, is from Volkert, is intended only for the use of the individual or entity named above, and is privileged and confidential. If you are not the intended recipient, be aware that any disclosure, dissemination, distribution, copying or use of the contents of this message is strictly prohibited. If you have received this message in error, please notify Volkert immediately at our corporate office (251) 342-1070. Thank you for your cooperation. Go Noles!!
>
>
> -----Original Message-----
> From: Cooper Saunders [mailto:Cooper_Saunders@myescambia.com]
> Sent: Thursday, July 12, 2018 2:30 PM
> To: David V. Forte <DVFORTE@myescambia.com>
> Cc: Warnke, Mike <mike.warnke@volkert.com>
> Subject: Email Mike

Volkert, Inc.
Engineers Planners

Regions
61-1/620

204100

CHECK DATE
July 17, 2018

PAY Two Thousand Five Hundred and 00/100 Dollars

AMOUNT 2,500.00

TO FLORIDA DEPT OF ENVIRONMENTAL PROTECTION
FLORIDA DEPT OF ENVIRONMENTAL PROTECTION
3900 COMMONWEALTH BLVD., M.S. 49
TALLAHASSEE, FL 32399

VOID AFTER 90 DAYS

MP
AUTHORIZED SIGNATURE

⑈204100⑈ ⑆062000191⑆ 00207277755⑈

Volkert, Inc.
Engineers Planners

204100

Check Date: 7/17/2018

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
20180713	7/13/2018	00476140	2,500.00			2,500.00
FLORIDA DEPT OF ENVIRONMENTAL		TOTAL	2,500.00			2,500.00
REGIONS	1	0010740				

Volkert, Inc.
Engineers Planners

Regions
61-1/620

204101

CHECK DATE
July 17, 2018

PAY Four Hundred Twenty and 00/100 Dollars

AMOUNT 420.00

TO FLORIDA DEPT OF ENVIRONMENTAL PROTECTION
FLORIDA DEPT OF ENVIRONMENTAL PROTECTION
3900 COMMONWEALTH BLVD., M.S. 49
TALLAHASSEE, FL 32399

VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE

⑈204101⑈ ⑆062000191⑆ 00207277551⑈

Volkert, Inc.
Engineers Planners

204101

Check Date: 7/17/2018

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
20180717	7/13/2018	00476141	420.00			420.00
FLORIDA DEPT OF ENVIRONMENTAL		TOTAL	420.00			420.00
REGIONS	2	0010740				

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-22. Approval of Various Consent Agenda Items – Continued

14. Approving, and ratifying the County Administrator's signature on, the *Amendment of Agreement between Escambia County, Florida, and Birkshire Johnstone, LLC, for Architect/Engineer Designed Construction Contract Documents (PD 14-15.076)*, relating to the Main Jail Admission, Classification and Release (ACR) Modifications, to amend Section 3, Contract Amount, to allow for the inclusion of the amount of $2,400, for Bid Alternate #1 - Cased Opening, for a total Contract amount of $173,400, approved by the Board of County Commissioners on September 3, 2015 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 290407, Object Code 56201, Project #14SH2728).

15. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Volkert, Inc., per the terms and conditions of PD 15-16.007, Pensacola Beach Congestion Management Plan, for a lump sum of $448,227, plus an allowance of $15,000, for a total of $463,227 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project Number 15EN3344).

16. Approving the issuance of a Purchase Order, in excess of $50,000, for the Building Services Department and Information Technology Department, in the amount of $335,595.52, for the initial Accela, Inc., Subscription Agreement (Vendor No.: 010763), for Fiscal Year 2015/2016, in accordance with Board approval on November 5, 2015 (Funding: Fund 001, General Fund, Cost Center 27109, Object Code 54601; and Fund 406, Cost Center 250111, Object Code 54601).

17. See Page 26.

18. Taking the following action regarding the County's COBRA Administration (Funding Source: Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501):

    A. Awarding a Contract to WageWorks (Conexis), for three years, from March 1, 2016, to February 28, 2019, to administer the County's COBRA services; and

    B. Authorizing the County Administrator to sign the Wage Works (Conexis) Order Form.

AGENDA ITEM – Continued

6. Mass Transit Contract Awards

Motion made by Commission Robinson, seconded by Commissioner Barry, and carried 4-1, with Commissioner May voting "no," directing staff to begin the formal transfer of the ECCT *(Escambia County Community Transportation)* Service (less ADA service), back to the State of Florida Transportation Disadvantaged Commission, which the County would relinquish the responsibilities as the Community Transportation Coordinator by June 30, 2017.

Speaker(s):

Michael Lowery
Arlene Wires
Sean Bullington
Dave VanFossen
Howard Vanselow

7. Pensacola Beach Congestion Management Plan

Motion made by Commissioner Robinson, seconded by Commissioner Bergosh, and carried unanimously, taking the following action (Funding: upon approval, County staff will program the necessary allocation from Local Option Sales Tax IV):

A. Approving the Pensacola Beach Congestion Management Plan (PBCMP);

B. Approving allocation of funding from Local Option Sales Tax (LOST) IV for Phase II of the PBCMP - Additional Parking;

C. Approving allocation of funding from LOST IV for Phase III of the PBCMP - Pedestrian Underpasses and Vehicular Roundabouts; and

D. Approving to discuss LOST IV at the June 15, 2017, Committee of the Whole Workshop.

(Continued on Page 4)

AGENDA ITEM – Continued

7. Continued...

Speaker(s):

Lewis Bear	Rusty Branch	Teresa Preston
Jay Dickson	Ajit Patel	Dr. Roger Heroux
David Webber	Elyse Waite	Gina Dudley
Jason Nicholson	Caitlyn Brown	Aron Stevens
Gus Tytke	Carolanne Savage	Robert Gleim
Thomas Campanella	Robert Rinke	George Coolbaugh
Mike Nixon	Kelly Eddins	Gabe DiCianni
Pat Sidler	Nash Patel	Marilyn Hess
Amanda Donaldson	Jim Cox	Joe Farley
Chuck Smith	Dannielle Poyser	Jessica Morito
Michael Hope	Kevin Fox	Ashton Hayward
Kari Randle	Carla Weeks	Diana Davis
Erin Parker	Sean Bullington	Curt Morse
Joe McCay	Mike Pinzone	Brigette Brooks

ADJOURNMENT

There being no further business to come before the Board, Chairman Underhill declared the Special Meeting of the Board of County Commissioners adjourned at 12:14 a.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST:

By:_____
D. B. Underhill, Chairman

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: June 8, 2017

AGENDA NUMBER – Continued

6. Continued…

   B. Certifying the proposed millage rates at 2.91% above the aggregate rolled back rate;

   C. Affirming the Board's intent to maintain the current revenue allocation rate at the 75.0% increment within the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2017/2018;

   D. Scheduling a Public Hearing on the Fiscal Year 2017/2018 Budget for September 12, 2017, at 5:31 p.m., to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Governmental Building, 221 Palafox Place, Pensacola, Florida; and

   E. Scheduling a Public Hearing to adopt the Fiscal Year 2017/2018 non-ad valorem special assessment roll at 5:32 p.m., on September 12, 2017, to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Governmental Building, 221 Palafox Place, Pensacola Florida.

7. Contract Amendment for PD 15-16.007

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried 4-0, with Commissioner May having left the meeting, taking the following action concerning the Contract Amendment between Escambia County, Florida, and Volkert, Inc., per the terms and conditions of PD 15-16.007, Pensacola Beach Congestion Management Plan (Funding Source: Fund 352, Local Option Sales Tax [LOST] III, Cost Center 210107, Object Code 56301, Project #15EN3344, "Pensacola Beach Congestion Management Plan"; funds have been allocated in LOST IV, Cost Center 210106, for this project):

A. Approving, and authorizing the County Administrator to sign, the Amendment of Agreement for Professional Consulting Services between Escambia County, Florida, and Volkert, Inc., per the terms and conditions of PD 15-16.007, Pensacola Beach Congestion Management Plan; and

(Continued on Page 4)

AGENDA NUMBER – Continued

7. Continued...

B. Approving a Change Order to PD 15-16.007, Pensacola Beach Congestion Management Plan, for the negotiated amount of $256,825.00 for Phase II – Additional Parking Areas, and the negotiated amount of $1,084,857.33 for Phase III – Roundabouts with Pedestrian Underpasses, for a total of $1,341,682.33; the Change Order will increase the original Contract amount from $463,227.00 to $1,804,909.33.

SUPPLEMENTAL COUNTY ATTORNEY'S REPORT

1. Eager Beaver Professional Tree Care, LLC v. Escambia County Board of County Commissioners

Motion made by Commissioner Barry, seconded by Commissioner Bergosh, and carried 3-1, with Commissioner Robinson voting "no" and Commissioner May having left the meeting, taking the following action concerning the Order of Circuit Court [concerning Eager Beaver Professional Tree Care, LLC v. Escambia County Board of County Commissioners, Case No.: 2017 CA 000030]:

A. Directing the Office of the County Attorney to appeal the Court's Order; and

B. Directing staff to amend the Code to address all future applications for issuance of certain conditional use approvals and recycling permits.

ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH

1. Discussion Concerning a Potential Addendum to the Pensacola Ice Flyers' Lease Agreement

Commissioner Bergosh advised the potential addendum was provided for the Board's review and the Board took no action.

2. Discussion Concerning the Current Disbursement Process of Law Enforcement Trust (LET) Funds and Compliance with Florida Statute

The Board discussed the process concerning the disbursement of Law Enforcement Trust Funds and took no action.

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Scheduling of a Public Hearing

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, authorizing the scheduling of a Public Hearing for November 30, 2017, at 5:34 p.m., to consider amending Volume I, Chapter 18, Article II, Division 2, Section 18-56(a), of the Escambia County Code of Ordinances, related to the composition of the Contractor Competency Board.

II. FOR DISCUSSION

1. Pending Litigation Regarding Earnest Stanberry, Jr., v. Escambia County Board of County Commissioners

Motion made by Commissioner May, seconded by Commissioner Barry, and carried unanimously, amending the Board's action of August 17, 2017, and accepting the release executed by Mr. and Mrs. Stanberry regarding the incident of January 2-3, 2017, and authorizing payment of $13,346.82 to the Stanberrys, and direct the County Attorney's Office to take no further action in pursuit of fees and costs in pending litigation with the Stanberrys.

ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY

1. Pensacola Beach Congestion Management Plan – Design Phases

Motion made by Commissioner Barry, seconded by Commissioner Bergosh, and carried 4-1, with Commissioner Robinson voting "no," directing staff to provide presentations to the Santa Rosa Island Authority Board and Board of County Commissioners, respectively, for the Phase III (roundabouts with pedestrian underpasses), engineering design plans at 60% design, and affirming Board approvals prior to proceeding to 100% design.

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. Pensacola Beach Congestion Management Plan

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried 4-1, with Commissioner Barry voting "no," accepting the Santa Rosa Island Authority Board's action at its May 9, 2018, regular meeting to proceed with Phase III design through 100% construction plans concerning the Pensacola Beach Congestion Management Plan - Phase III Improvements - Roundabouts with Pedestrian Underpasses (Funding: LOST [Local Option Sales Tax] IV - Public Works Transportation Fund; $1,341,682.33 - $256,825.00 for Phase II - Additional Parking Areas, and $1,084,857.33 for Phase III Roundabouts with Pedestrian Underpasses; Phase III total - $1,084,857.33 - $179,575.85 [paid to date] = $905,281.48 [balance as of March 26, 2018]):

Speaker(s):

Clark Bailey	Rusty Branch	Joe McCay
Mike Warnke	Robert Rinke	Jim Cox
Charlie Rotenberry	Melissa Pino	Sean Bullington
Mike Nixon	Mike Pinzone	Amanda Donaldson
Marilyn Hess	Kelly Hogrebe	Peter Nemeth
Julian MacQueen	Joe Farley	

For Information: The Board:

A. Viewed a PowerPoint presentation entitled *Pensacola Beach Congestion Management Plan*, presented by David Forte, and Clark Bailey and Mike Warnke from Volkert Engineering; and

B. Heard a request from Commissioner Robinson that staff "forward something to the Department of Transportation" regarding this Board action.

3. Summer Meal Service

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, granting approval for the West Florida Public Library System to operate the free USDA (United States Department of Agriculture) summer meal service for children in areas of Escambia County.

payment - $342,825.78 ($235,494 (Phase III Design) + $107,331.78 (Phase III Public Involvement))

BUDGETARY IMPACT:

Local Option Sales Tax IV - Public Works Transportation Fund; CMP contract amount with Volkert, Inc. - $1,341,682.33 ($256,825.00 - Phase II & $1,084,857.33 - Phase III) If the Board were to decide to not proceed with the Phase III design, would be $342,825.78. Below is a breakdown: Total Contract Amount for Phase III Design - $1,084,857.33 Invoiced thru July 18, 2018 (date Phase III design placed on hold) - $742,031.55 Remaining on Contract after July 2018 payment - $342,825.78 ($235,494 (Phase III Design) + $107,331.78 (Phase III Public Involvement)).

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the terms of the contract with Volkert, and stated the following "we may terminate for cause or convenience with 14 days notice, but if terminating for convenience and barring any issues with Volkert's performance, we would owe Volkert for services performed through the date of termination. So, to the extent these tasks have not yet been performed upon termination, we would not be obligated for the remainder."

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board direction, County staff will coordinate with Volkert, Inc. and any other stakeholder regarding the design services for the PB CMP.

Attachments:

PB CMP – Volkert July 2018 Invoice

Meeting Minutes

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14672 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 09/06/2018

Issue: Acquisition of Real Property for the Bristol Park - Ashbury Hills Area Project
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property for the Bristol Park-Ashbury Hills Area Project - Joy Jones, P.E., Public Works Department Director

That the Board, in accordance with Section 46-139 of the Escambia County Code of Ordinances, and consistent with Federal Emergency Management Agency (FEMA) acquisition requirements, either approve by super-majority or deny the following action regarding the acquisition of real property for the Bristol Park-Ashbury Hills Area project:

A. Authorize the purchase of the following parcels in accordance with the terms and conditions contained in the Contract for Sale and Purchase, and Hazard Mitigation Grant Program (HMGP) Guidelines:

Property Owner	Property Address	Parcel Size	Purchase Price
Riddell, James A. and Sandra K.	9980 Bristol Park Road	approx. 0.88 acres	$298,300
Shelley, Emory G. and Dana Jo	10010 Bristol Park Road	approx. 0.77 acres	$329,000

B. Approve the Contracts for Sale and Purchase for the acquisitions of real property located in the Bristol Park-Ashbury Hills Subdivision;

C. Authorize the payment of documentary stamp taxes and recording fees pursuant to the HMGP Guidelines; and

D. Authorize the County Attorney's Office to prepare and the Chair or Vice-Chair to execute any documents, subject to Legal review and sign-off, necessary to complete the acquisition of these properties without further action of the Board (if the purchases are approved).

[Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595]

These properties are located in Commission District 5.

BACKGROUND:

Meeting in regular session on December 8, 2016, the Board approved staff to pursue the acquisition of properties that are listed within the Hazard Mitigation Grant Program (HMGP) and located along Eleven Mile Creek.

As stated in the FEMA Hazard Mitigation Grant Program Homeowner Acquisition Fact Sheet: the county is to pay fair and reasonable cost of title transfer, recording fees, transfer taxes, and evidence of title and legal description (all costs will be submitted for reimbursement). The homeowners are responsible for fees necessary to clear existing mortgages, liens and encumbrances from the deed, as well as any past-due taxes.

By authorizing the payment of documentary stamps and recording fees, the total value paid for each parcel will be in excess of the appraised value; therefore, a super-majority vote is required.

Meeting in regular session on August 2, 2018, the Board approved both the Riddells' second appeal, for a purchase amount of $293,300, and the Shelleys' first appeal, for a purchase amount of $329,000. The Riddell's and Shelley's have accepted their respective offers.

Once these two properties have closed, the County will have purchased 14 Bristol Park - Ashbury Hills properties.

BUDGETARY IMPACT:

Funding for this project is available in Fund 352, "Local Option Sales Tax III," Cost 210120, Object Code 56101, Project #16EN3595. Funds spent towards this project are eligible for reimbursement through the grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office will prepare the closing documents and conduct the closings for the purchase of the properties. The Contracts for Sale and Purchase were approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Contract - Riddell
Aerial Map - Riddell
Contract - Shelley
Aerial Map - Shelley
Purchased to date

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between James A. Riddell and Sandra K. Riddell, husband and wife, whose address is 9980 Bristol Park Road, Cantonment, Florida 32533 ("Sellers"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Sellers agree to sell and Buyer agrees to buy the real property described in Exhibit A, together with all structures, fixtures, and improvements (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2018.

2. PURCHASE PRICE; PAYMENT. The purchase price is Two Hundred Ninety-Eight Thousand, Three Hundred Dollars ($298,300.00), payable to Sellers at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Sellers in writing specifying the defects, and Sellers shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Sellers are unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Sellers shall be released for all obligations under the Contract.

5. SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Sellers must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Sellers and accepted by Buyer in writing, and (iii) mechanic's liens. Sellers represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Sellers and Buyer will pay costs and expenses as follows:

prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Buyer); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Sellers); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Sellers).

7. BROKERS. Neither Buyer nor Sellers have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Sellers must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Sellers shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Sellers in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Sellers have no right of specific performance. If Sellers fail or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Sellers for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any

provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Sellers cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Sellers until closing.

17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Sellers unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:
Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLERS:
James A. Riddell and Sandra K. Riddell
9980 Bristol Park Road
Cantonment, Florida 32533

WITH A COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Sellers shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Sellers on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Sellers warrant that there are no facts known to Sellers materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Sellers, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. OCCUPANCY AND POSSESSION. Sellers warrant delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Sellers convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Sellers, (i) shall pay to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Sellers agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Jeff Bergosh, Chairman

Deputy Clerk

Date: _____

Approved as to form and legal sufficiency.
By/Title: S. West, Asst County Atty
Date: Aug. 22, 2018

BCC Approved: _____

Witness

Gwendolyn Robinson
Print Name

Witness

Kara Johnson
Print Name

SELLERS:

James A. Riddell
James A. Riddell

Date: August 21, 2018

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21 day of August, 2018, by James A. Riddell. He (__) is personally known to me, (✓) produced current FL. License R-340-441-56-139-0 as identification.

Marcia L. Wieborg
Signature of Notary Public

MARCIA L Wieborg
Printed Name of Notary Public

(Notary Seal)

Marcia L. Wieborg
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF963529
Expires 4/3/2020

Witness

Kara Johnson

Print Name

Witness

Gwendolyn Robinson

Print Name

Sandra K. Riddell

Sandra K. Riddell

Date: August 21, 2018

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21 day of August, 2018, by Sandra K. Riddell. She (__) is personally known to me, (✓) produced current R340-791-62-913-0 - FL. Licensed as identification.

Signature of Notary Public

MARCIA L. Wieborg

Printed Name of Notary Public

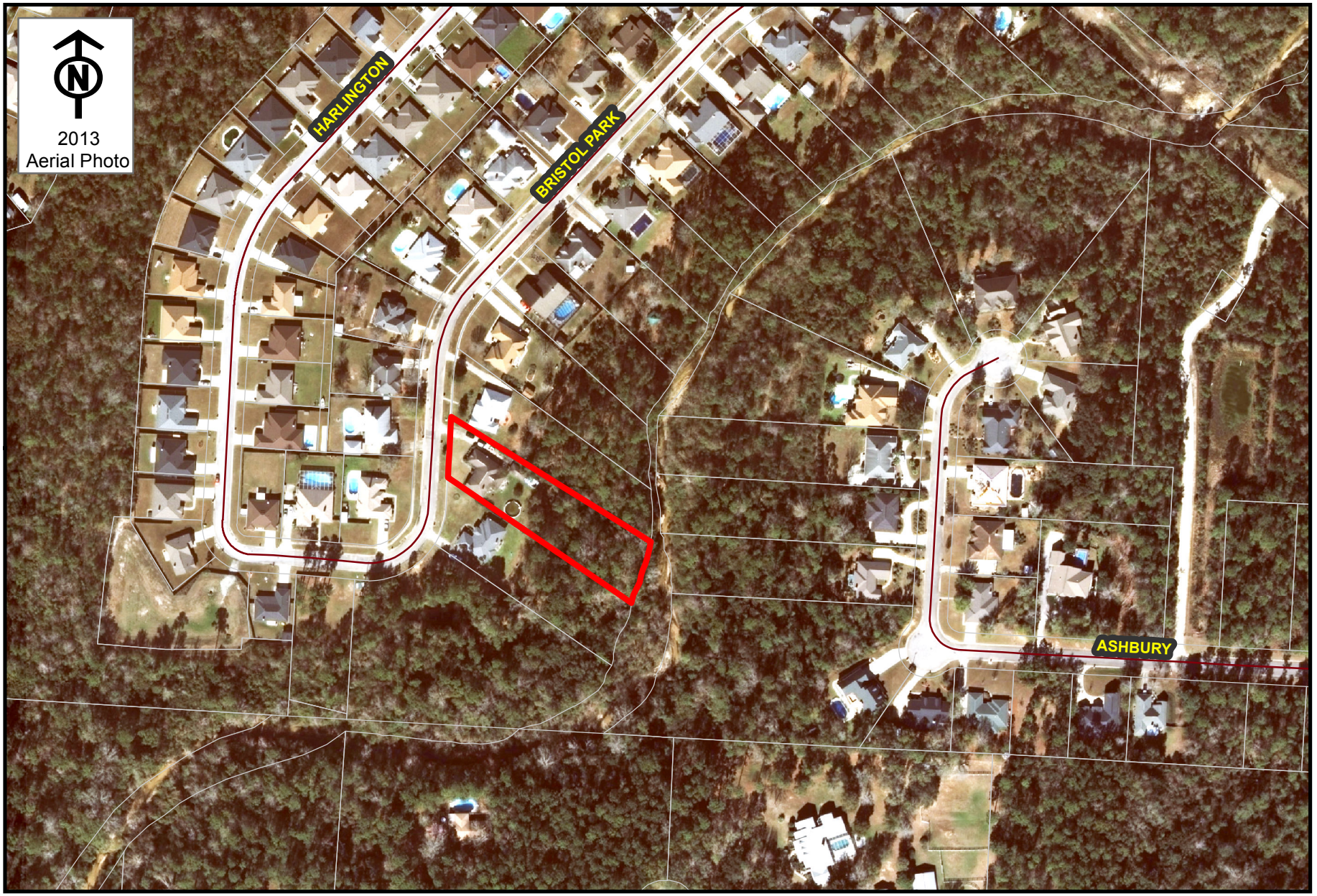
(Notary Seal)

Marcia L. Wieborg
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF963529
Expires 4/3/2020

Exhibit "A"

Lot13, Block "C" Bristol Park Unit II, a subdivision of a portion of Section 3, Township 1 South, Range 31 West, Escambia County, Florida, According to Plat filed in Plat Book 14 at Page 20 of the Public Records of Said County.

Bristol Park - Ashbury Hills



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 12/2016 DISTRICT 5

9980 Bristol Park Road

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Emory G. Shelley and Dana Jo Shelley, husband and wife, whose address is 10010 Bristol Park Road, Cantonment, Florida 32533 ("Sellers"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Sellers agree to sell and Buyer agrees to buy the real property described in Exhibit A, together with all structures, fixtures, and improvements (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2018.

2. PURCHASE PRICE; PAYMENT. The purchase price is Three Hundred Twenty-Nine Thousand Dollars ($329,000.00), payable to Sellers at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Sellers in writing specifying the defects, and Sellers shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Sellers are unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Sellers shall be released for all obligations under the Contract.

5. SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Sellers must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Sellers and accepted by Buyer in writing, and (iii) mechanic's liens. Sellers represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Sellers and Buyer will pay costs and expenses as follows:

prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Buyer); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Sellers); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Sellers).

7. BROKERS. Neither Buyer nor Sellers have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Sellers must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Sellers shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Sellers in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Sellers have no right of specific performance. If Sellers fail or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Sellers for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any

provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Sellers cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Sellers until closing.

17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Sellers unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:
Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLERS:
Emory G. Shelley
and Dana Jo Shelley
10010 Bristol Park Road
Cantonment, FL 32533

WITH A COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Sellers shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Sellers on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Sellers warrant that there are no facts known to Sellers materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Sellers, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. OCCUPANCY AND POSSESSION. Sellers warrant delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Sellers convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Sellers, (i) shall pay to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Sellers agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Jeff Bergosh, Chairman

Approved as to form and legal sufficiency.
By/Title: Asst. County Atty
Date: Aug. 24, 2018

BCC Approved: _____

Date: _____

Kim Murph
Witness
Kim Murph
Print Name

SELLERS: ~~Dana Jo Shelley~~

Witness
Lindsay G. Rothe
Print Name

Emory G Shelley
Emory G. Shelley

Date: 8/22/2018

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of Aug, 2018, by **Emory G. Shelley**. He ( ) is personally known to me, (X) produced current FL Driver Lic as identification.

Carolyn McHenry
Signature of Notary Public

Carolyn McHenry
Printed Name of Notary Public

(Notary Seal) CAROLYN MCHENRY MY COMMISSION # GG 100875 EXPIRES: July 19, 2021

Witness

Kim Murphs

Print Name

Witness

Lindsay G. Rothe

Print Name

Dana Jo Shelley

Dana Jo Shelley

Date: 8/22/2018

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of Aug, 2018, by **Dana Jo Shelley**. She ( ) is personally known to me, (X) produced current FL Driver Lic as identification.

Carolyn McHenry

Signature of Notary Public

Carolyn McHenry

Printed Name of Notary Public

CAROLYN MCHENRY
(Notary Seal) COMMISSION # GG 100875
EXPIRES: July 19, 2021

Exhibit "A"

Lot 10, Block C, Bristol Park Unit II, a subdivision of a portion of Section 3, Township 1 South, Range 31 West, Escambia County, Florida, according to the plat recorded in Plat Book 14 at Page 20, of the public records of said County.

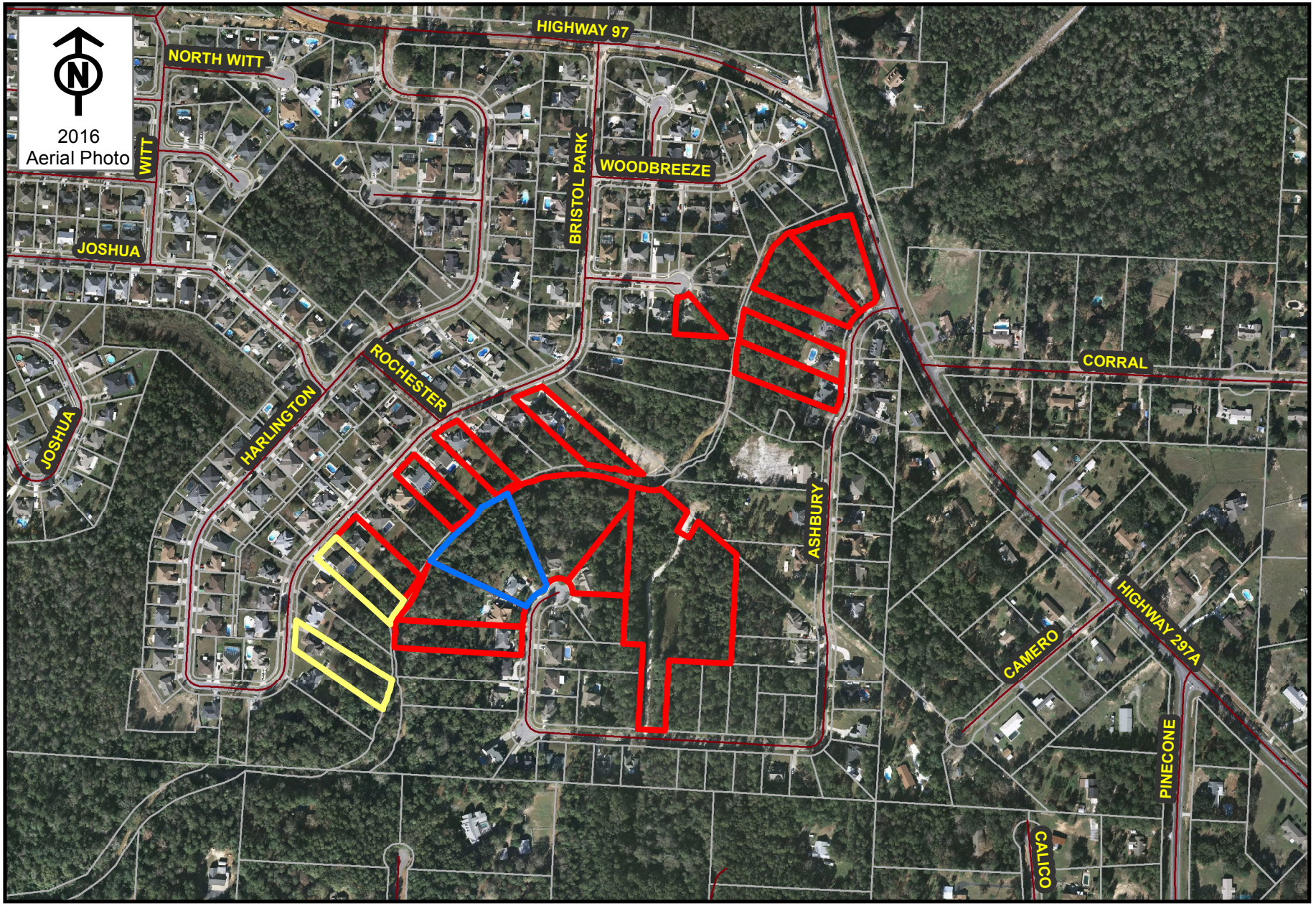
Bristol Park - Ashbury Hills

ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 12/2016 DISTRICT 5

10010 Bristol Park Road

Bristol Park - Ashbury Hills



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 8/27/18 DISTRICT 5

Purchased

Riddell and Shelley

Closing August 29th

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14741 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 09/06/2018
Issue: 2018 Housing Tax Credit Applications
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:
Recommendation Concerning 2018 Housing Tax Credit Applications - Tonya Gant, Neighborhood & Human Services Director

That the Board approve or deny the following action concerning 2018 Housing Tax Credit Applications:

A. Designate a local government area of opportunity and set-aside minimum funding as required by RFA 2018-110 to support one Application; and

B. Authorize Staff to update the Application process accordingly for the 2018 Housing Tax Credit (HTC) cycle.

BACKGROUND:
In May 2017, the Board authorized an application process for developers seeking a minimum local government contribution in order to apply for housing tax credits through the Florida Housing Finance Corporation (FHFC) competitive tax credits cycle. For this fiscal year, FHFC is not requiring developers to secure a local government contribution as a mandatory component of the application.

FHFC has released the draft request for applications (RFA) on August 21 for RFA 2018-110 Housing Credit Financing for Affordable Housing Developments Located in Medium Counties. FHFC has prioritized funding two developments in medium counties located in a "local government area of opportunity." Local governments would designate the target area and may only approve one development for funding. The local government must also provide the following minimum funding amounts for the development located in a Local Government Area of Opportunity based on construction type:

Building Type	Minimum Funding Amount for RFA 2018-110
Garden-Wood (New Construction)	$354,000
Garden-Concrete (New Construction)	$425,625
Mid-Rise-Wood (New Construction)	$425,625
Mid-Rise-Concrete (New Construction)	$469,313
Hi-Rise (New Construction)	$560,250
Garden (Rehabilitation)	$297,563
Non-Garden (Rehabilitation)	$419,250

Local match funding to support tax credit applications has typically come from the State Housing Initiatives Partnership (SHIP) Program. Due to funding cuts from the State, the 2019 SHIP budget has a maximum of $130,000 available to support rental projects. If the Board wants to provide funding for a multi-family development in a local government area of opportunity, staff will need direction to pull funding from other housing grants.

If the Board wants to move forward with a local government area of opportunity, suggested "local government areas of opportunity" may be all or certain Community Redevelopment Areas, Geographic Areas of Opportunity, or Florida Opportunity Zones (Census Tracts 4, 13, 16, 17, 19, 28.03, and 40). Staff recommends updating the application from last year to exclude Census Tract 16 as it qualifies as a RECAP (Racially and Ethnically Concentrated Areas of Poverty) area. Maps depicting these areas are included as backup to this recommendation.

RFA 2018-110 is anticipated to be issued on September 6. Full information on RFA 2018-110 can be found online at:
https://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-110

BUDGETARY IMPACT:

If the Board wants to fund a development in a local government area of opportunity, partial funding is available from 2019 SHIP. Additional funds would have to be designated from other sources.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable to this recommendation.

PERSONNEL:

Not applicable to this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Funding, target area designation, and the application process for a local government area of opportunity must be approved by the Board.

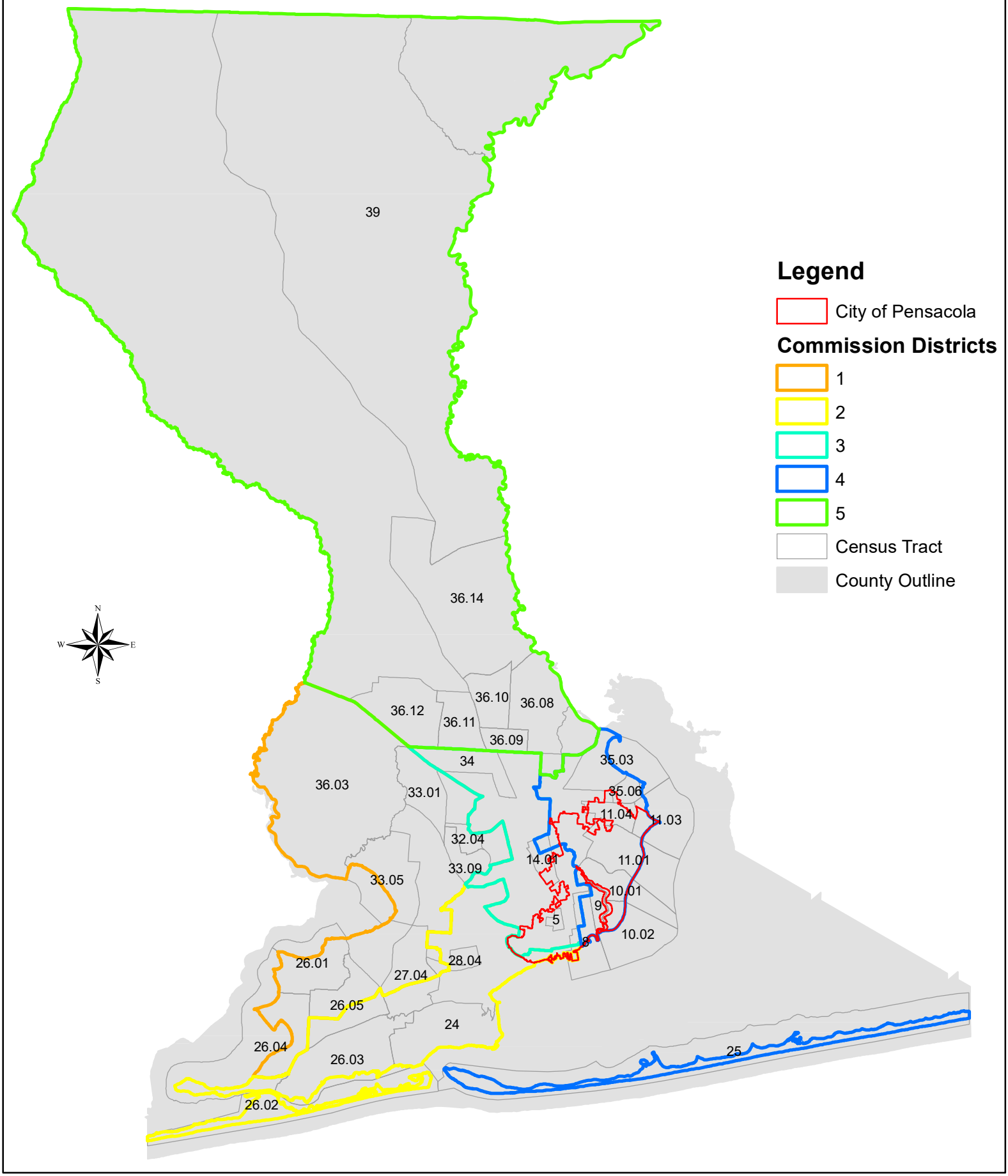
IMPLEMENTATION/COORDINATION:

Neighborhood Enterprise Division will implement

Attachments

Maps GAO FOZ

2018 Geographic Areas of Opportunity

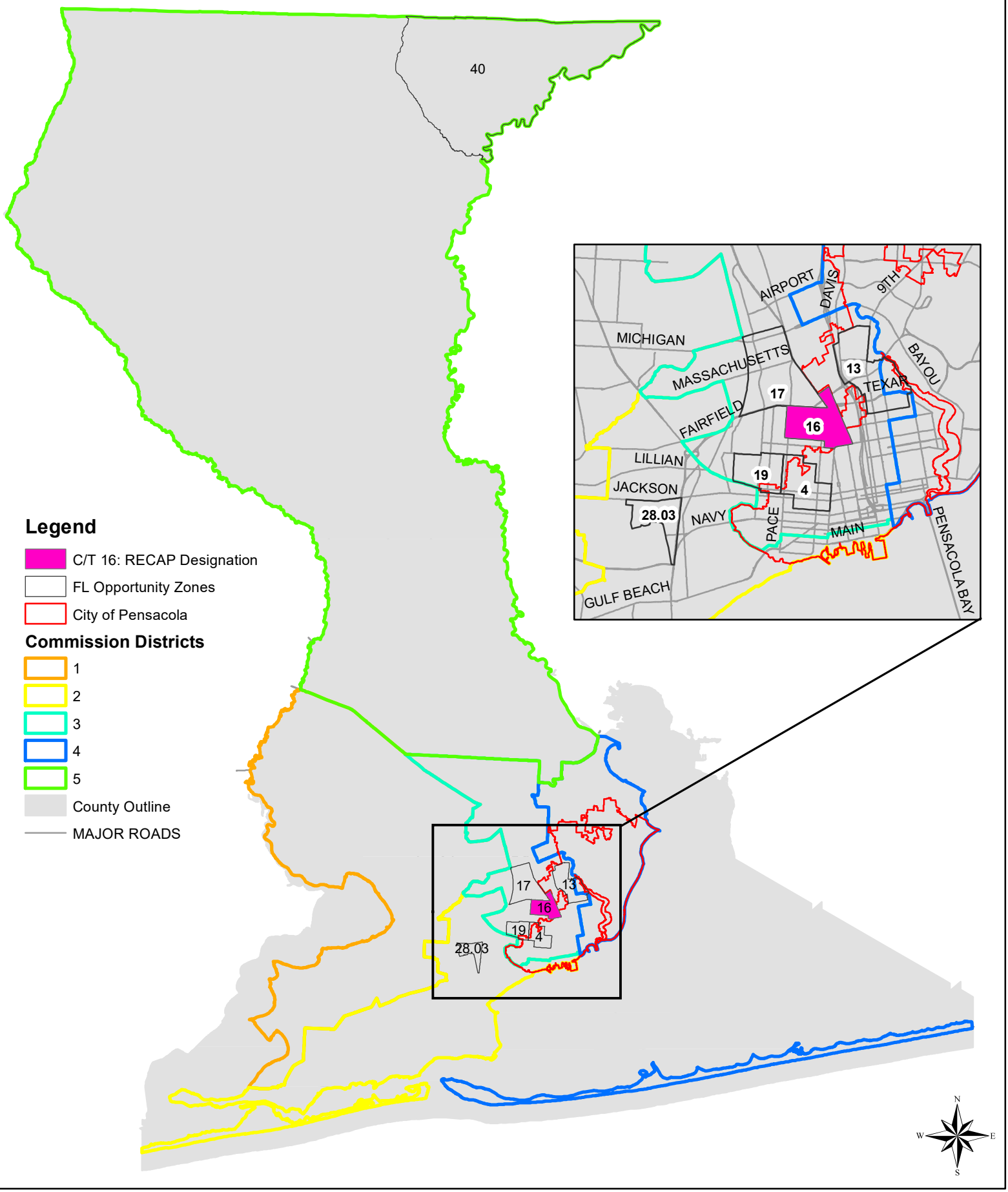


"This map was prepared by the Escambia County NED Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered." Map Created: 7/5/2018

0 1.5 3 6 9 12 Miles

ESCAMBIA COUNTY FLORIDA

Florida Opportunity Zones



"This map was prepared by the Escambia County NED Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered." Map Created: 7/9/2018

0 1.5 3 6 9 12 Miles

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14668 **County Attorney's Report** **10. 1.**
BCC Regular Meeting **Action**
Meeting Date: 09/06/2018

Issue: Approval of Settlement of the Case of the Estate of Rodney J. Berry v. Escambia County, Florida, Case No. 3:17-cv-683-RV/CJK

From: Charles Peppler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Settlement of the Case of Reuben Berry as Personal Representative of the Estate of Rodney J. Berry v. Escambia County, Florida, Ashley N. Palmer and Debbie H. Smiley, Case No. 3:17-cv-683-RV/CJK, United States District Court, Northern District of Florida.

That the Board take the following action:

A. Approve a settlement payment of $850,000.00, with the County to pay $107,500.00 of that amount as its insurance deductibles, to Reuben Berry as Personal Representative of the Estate of Rodney J. Berry in exchange for the execution of a general release and hold harmless agreement and that the Estate cooperate in obtaining a dismissal with prejudice of the pending lawsuit; and

B. Ratify the execution of the Mediated Settlement Agreement and General Release by Charles V. Peppler, Deputy County Attorney, a copy of which is attached.

BACKGROUND:

Beginning in the late evening of May 26, 2015 and continuing through the early morning of May 27, 2015, Rodney Jamal Berry, who was an inmate at the Escambia County Jail as a pretrial detainee, began complaining of vomiting and diarrhea. Medical personnel from the Jail Infirmary provided treatment for those symptoms. However, before Mr. Berry could be seen by a registered nurse at sick call that morning, Mr. Berry expired. An autopsy was performed. The Medical Examiner concluded that atherosclerosis was a factor which contributed to his death. The attorneys for the Estate contend that the symptoms being shown by Mr. Berry were the result of the side effects of prescribed medicines which were indicators of a life-threatening health condition requiring emergency treatment at a hospital.

The Estate brought suit against Escambia County, Ms. Palmer and Ms. Smiley, alleging counts for negligence under Florida law, as well as counts for deliberate indifference to the federal civil rights of Mr. Berry to receive adequate and appropriate medical treatment while in the care, custody and control of the Jail. The federal civil rights counts are not subject to the Florida waiver of sovereign immunity cap which would limit the damages for any tort claims to a maximum of $200,000.00 per person/$300,000.00 per occurrence. Consequently, a jury could award damages to the surviving son of Mr. Berry, Jaylen Helton, as he was a minor at the time of the death, well in excess of the sovereign immunity cap.

Both of the County's insurance carriers, Lloyd's Syndicate, the detention liability company, and Markel Insurance Company, the medical malpractice carrier, will share responsibility for payment of the settlement. Under both policies combined, the County's deductible totals $107,500.00. Therefore, under the terms of both policies, the County would be responsible for payment of $107,500.00. It should be noted that much of the deductible has already been spent in reimbursing the attorney's fees billed by County's retained counsel. The amount to be contributed by the County under the deductible will be determined once attorney fee billing is completed.

The settlement is within the range recommended by insurance counsel for the County and is within the range of reasonable verdicts for this type of claim. The Mediated Settlement Agreement and General Release has been executed by the personal representative as well as the survivor of the estate and the County's representative at the mediation.

BUDGETARY IMPACT:

The appropriate reserves from Internal Service, 501 Fund have been set to fund the deductible portion of the settlement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Retained counsel has prepared the settlement documents.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Mediated Settlement Agreement and General Release

MEDIATED SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("the Agreement") is entered into by and between Plaintiff, REUBEN BERRY, as Personal Representative of the Estate of RODNEY J. BERRY, ("Berry"), and Defendant, ESCAMBIA COUNTY, FLORIDA ("the County") as follows:

I. RECITALS

WHEREAS, Berry is the duly appointed Personal Representative of the Estate of RODNEY J. BERRY (*see* Escambia County Case No: 2017-CP-000114); and

WHEREAS, Berry initiated a lawsuit against the County in the Circuit Court of the First Judicial Circuit, in and for Escambia County, Florida, which was assigned Case Number: 2017-CA-000762, and which was removed to the United States District Court, Northern District of Florida, where the case was assigned Case Number: 3:17cv683-RV/CJK ("the Lawsuit");

WHEREAS, on August 14, 2018, Berry and the County (together, "the Parties") participated in mediation with the services of a professional mediator and, through mediation, have agreed that their respective interests would best be served by resolving any and all claims that they may have against one another without any further proceedings;

NOW THEREFORE, in consideration of the completion of the terms outlined herein, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

II. RELEASE AND COVENANTS

1. All of the agreements, acknowledgements, requirements, conditions, and obligations by Berry contained within this Agreement are entered into by Berry in his capacity as Personal Representative of the ESTATE OF RODNEY J. BERRY, and on behalf of the Estate and all Survivors.

2. This Agreement is subject to and conditioned upon approval by the Escambia County Board of County Commissioners.

3. The County agrees that it, or others on its behalf, shall pay Berry a total sum of eight hundred fifty thousand dollars ($850,000.00) as full and complete settlement and satisfaction of any and all claims Berry has or may have against the Released Parties (defined below), including but not limited to any claims for damages, attorneys' fees, and costs. This sum shall be paid in the form of check(s) payable to "Stevenson Klotz, LLP

Trust Account" and counsel for Berry shall be responsible for deduction of any fees and costs and distribution of net proceeds of the settlement amount. By payment of this sum, the Released Parties admit no liability with regard to any claim or potential claim by Berry against them.

4. The payment of the above-referenced amount shall occur within thirty (30) days after approval by the Board of County Commissioners and after a fully executed original of: (a) this Agreement, (b) the Medicare addendum forms by Berry and all Survivors, and (c) I.R.S. Tax Form W-9 by Stevenson Klotz, LLP are returned to the County's counsel in this matter. The execution of these documents by Berry and counsel are conditions for payment of the amount listed above only and any failure to execute them shall not affect the validity, enforceability, or final binding effect of this Agreement.

5. As additional consideration, the County agrees to pay the costs of the mediator for the mediation occurring on August 14, 2018.

6. In exchange for the consideration described above, Berry releases the County and its current and former officials, officers, administrators, employees, agents, servants, third party administrators, legal representatives, insurers, third-party claims administrators, firms, successors, and assigns, including, but not limited to, former employees Ashley N. Palmer and Debbie H. Smiley, along with any other person, partnership, corporation, association, organization or entity now or previously acting directly or indirectly in the interest of or on behalf of the County, along with any other related entities thereof, personally, officially, or in any capacity whatsoever (collectively referred to herein as the "Released Parties"), from any and all manner of actions, suits, liens, debts, damages, injuries, claims and demands whatsoever, at law or in equity, arising out of or under any federal, state, or local law, statute, ordinance, public policy, Executive Order, or constitutional provision, or concerning any other claim of any type, whether known or unknown, which Berry may now have or which Berry may have had prior to the date of this Agreement, to the maximum extent permitted by law.

7. The Parties recognize and agree that execution of this Agreement and compliance with it by the County constitutes a total settlement and release of all claims against the Released Parties ever held by Berry as of the date of this Agreement and is an agreement by Berry, except as required by law, to never commence, prosecute, or aid in any action nor proceeding against the Released Parties based upon, or arising out of, any event occurring prior to the execution of this agreement and including, but not limited to, the incarceration or death of Rodney J. Berry. This provision shall not operate as a bar to a proper cause of action by Berry based solely upon future conduct of the Released Parties occurring after the date of this Agreement.

8. The Parties agree that, aside from the amount of settlement, each of them shall bear their own attorneys' fees and costs incurred in connection with this matter including the preparation, review of, and entry into this Agreement.

9. The Parties acknowledge that they have each entered into this Agreement voluntarily and with full understanding of its terms and conditions; that they have been represented by competent legal counsel of their own choosing throughout the pendency of the negotiations leading to the entry into this Agreement; and that they have been advised regarding their rights.

10. Neither this Agreement nor act by the Parties is to be construed as an admission of any liability, wrongdoing or unlawful conduct by any party. It is understood and agreed that this Agreement is the compromise of disputed claims, that the Released Parties expressly deny any liability for the acts complained of, and that this Agreement is intended merely to avoid litigation and, once and for all, to amicably end any dispute between the Parties.

11. Berry is responsible for satisfaction of any pending liens related to damages or expenses, legal, health care, or otherwise, allegedly incurred as a result of the incident that is the subject of the lawsuit.

12. Berry acknowledges and agrees that he will be responsible for any and all tax withholdings or other consequences arising from the payment herein under federal or state law. Berry agrees to indemnify and hold harmless the Released Parties from, and to satisfy in full, any and all claims or liens presently existing or that might exist in the future against Berry on the payment of settlement funds herein by any person, entity, or corporation.

13. Berry further agrees to hold harmless, indemnify and defend the Released Parties from any cause of action, including, but not limited to, an action by the Centers for Medicare and Medicaid Services ("CMS"), to recover or recoup Medicare benefits or loss of Medicare benefits or for any other recovery sought by or on behalf of CMS related to this settlement, including past, present, and future and/or conditional payments. Berry agrees not to use any designated Medicare allocation funds to pay claims for conditional payments that may have been made by Medicare. Berry, on the behalf of all Survivors, further represents and warrants that the Survivors do not have any liens imposed upon them by the State of Flroida or, to the extent they have any liens, Berry agrees to be solely responsible for the payment and/or resolution of such liens. The attached addendum contains further agreements and representations regarding Medicare to be executed by all Survivors.

14. This Agreement, including the addendum related to Medicare, contains and constitutes the entire agreement, understanding, and stipulation of the Parties with respect to the matters contemplated herein and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter hereof. Berry agrees that the only consideration provided to him for entering into this Agreement is that stated herein; that no other promises or inducements of any kind have been made to him to cause him to execute this Agreement; and, that he fully understands the Agreement's meaning and intent including but not limited to its final and binding effect.

Berry acknowledges that no oral representations have been made to him by the Released Parties regarding the terms of this Agreement including the tax implications (if any) of any payment made pursuant to this Agreement.

15. No change, modification, or waiver of any provision of this Agreement shall be valid unless in writing and signed by each of the Parties. The terms of this Agreement are contractual, not a mere recital, and may be enforced by the Parties. The provisions of this Agreement are severable and if any part of it is found to be void or unenforceable the remaining provisions shall remain fully valid and enforceable.

16. This Agreement shall be construed in accordance with the laws of the United States and the State of Florida. Venue for any dispute shall be United States District Court for the Northern District of Florida (Pensacola Division).

17. The Parties agree that no waiver of any breach of any provision or term of this Agreement shall be deemed to constitute consent to any continuation of such breach, act, or omission.

18. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same instrument.

19. All notices, requests, or other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person; by expedited delivery service; when posted by United States registered or certified mail, postage prepaid; or, when transmitted via electronic mail, facsimile, telex, cable, or any other mechanical form of written communication, confirmed by mail, postage prepaid, to the last known address of the party.

THE UNDERSIGNED, HAVING READ AND UNDERSTOOD THIS RELEASE, VOLUNTARILY AND OF THEIR OWN FREE WILL, AGREE TO ALL OF ITS PROVISIONS.

[signatures on page 5]

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 14th day of August 2018.

Reuben Berry

REUBEN BERRY, as Personal Representative of the Estate of RODNEY J. BERRY

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of August 2018, by REUBEN BERRY, who is [ ] personally known to me or [ ] who has produced Florida drivers license as identification.

ROBERT N. HEATH, JR.
MY COMMISSION # GG 151536
EXPIRES: October 15, 2021
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC
Print, type or stamp name and expiration date

JAYLEN R. HELTON

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of August 2018, by JAYLEN R. HELTON, who is [ ] personally known to me or [ ] who has produced Florida ID Card as identification.

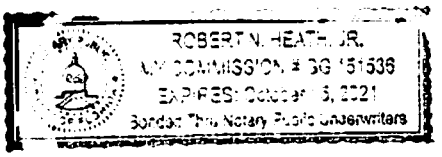
ROBERT N. HEATH, JR.
MY COMMISSION # GG 151536
EXPIRES: October 15, 2021
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC
Print, type or stamp name and expiration date

CHARLES V. PEPPLER, ESQ.
Deputy County Attorney
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of August 2018, by Charles V. Peppler, Esq., who is [X] personally known to me or [ ] who has produced Florida Driver License as identification.



NOTARY PUBLIC
Print, type or stamp name and expiration date

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14677 **County Attorney's Report** **10. 2.**
BCC Regular Meeting **Action**
Meeting Date: 09/06/2018
Issue: Amanda Phillips v. Escambia County Fire Rescue, EEOC Charge No.: 425-2018-00430
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of the Negotiated Settlement Agreement between the Equal Employment Opportunity Commission and Escambia County, Florida in EEOC Case No.: 425-2018-00430.

That the Board take the following action concerning the proposed Negotiated Settlement Agreement and EEOC Case No. 425-2018-00430:

A. Approve the Negotiated Settlement Agreement between the EEOC and Escambia County, Florida a/k/a Escambia County Fire and Rescue, a copy of which is attached to this recommendation; and

B. Authorize the County Administrator to execute the Negotiated Settlement Agreement.

BACKGROUND:

Amanda Phillips filed a claim of discrimination against Escambia County Fire Rescue which is a division of the Department of Public Safety, based on gender, sexual harassment, hostile work environment and retaliation with the U.S. Equal Employment Opportunity Commission. A settlement was approved by this Board of payment to her of $175,000.00 in exchange for her signing a general release and her withdrawal of the charge of discrimination. This settlement took place, but the EEOC insisted on other terms of a settlement with the County before the EEOC would close its file.

In summary, the EEOC is requiring that the County institute training of all Fire Department employees, including supervisory and management employees, in prohibiting sexual harassment in the work place. The EEOC has also required that our policies include more specific references to those persons with job titles to whom a complaint can be made and how an investigation of a complaint would proceed. The EEOC specifically required that a complaint need not be in writing, but could be verbal to start an investigation. The EEOC is requiring that the training and amended policies be in place within 60 days of the County Administrator executing this agreement. The agreement shall remain in effect for two years from the date that the County Administrator signs.

Reynaldo Velazquez, insurance counsel for the County, has recommended that this agreement be executed as it protects the County in light of the previous settlement with Ms. Phillips and gives the County 60 days in which to institute more detailed procedures for reporting and investigating a complaint of sexual harassment or discrimination and to institute annual training during the life of the agreement.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Reynaldo Velazquez, insurance counsel, will follow-up once the Negotiated Settlement Agreement is executed to ensure that the EEOC closes its file and does not engage in any enforcement activity relating to Ms. Phillips' charge.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Negotiated Settlement Agreement

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Mobile Local Office

NEGOTIATED SETTLEMENT AGREEMENT

1. The following Agreement refers to charge number 425-2018-00430 on file with the Equal Employment Opportunity Commission ("EEOC" or "Commission") under Title VII of Civil Rights of 1964, as amended.

2. Escambia County Fire Rescue ("Respondent") hereby agrees to the terms contained in paragraph (4) of this Agreement to conclude the EEOC investigation.

3. The parties to this Agreement expressly agree that the person claiming to be aggrieved (Amanda Phillips) has not approved or signed this Agreement; that specific relief for the person claiming to be aggrieved is not provided for by the terms of this Agreement; and that all rights and protection afforded by Title VII of the Civil Rights Act of 1964, as amended, are reserved by the individual claiming to be aggrieved.

4. Respondent agrees to:

   a. Affirm its commitment to a work place free from sexual harassment and retaliation by issuing a statement to all Fire Department staff members within ten days of the execution of this Agreement.

   b. Within sixty (60) days of the effective date of this Agreement, the Respondent shall have in place a program to provide mandatory sexual harassment training to the Fire Department's non-supervisory employees and supervisory and management employees. The training shall address all aspects of sexual harassment in the workplace, including (1) a plan to ensure that all Fire Department employees who are to receive the required training actually receive the training, and (2) an explanation of a manager's role in reporting potential sexual harassment/discrimination within the Fire Department. The Fire Department's mandatory training will at a minimum; (a) occur once every year for the duration of this Agreement: and (b) be in person accompanied by materials prepared by trainers experienced in the subject matter and shall educate the Fire Department employees about the problems of sexual harassment in the workplace. The purpose of the training shall be to give the participants a thorough understanding of sexual harassment issues, including but not limited to theories of liability under Title VII, sources of legal protection for victims of sexual harassment and retaliation and the employer's obligation to take preventive, investigative, and remedial action with respect to discrimination and harassment complaints, and to review Fire Department policies that prohibit discrimination, harassment or retaliation. In addition, the training provided to the Fire Department's managerial staff shall

include: 1) a detailed description of the specific responsibility of Respondent's managerial personnel when they witness sexual harassment or retaliation or receive a complaint or inquiry regarding sexual harassment and retaliation; and 2) a detailed description of the consequences for Respondent's supervisory personnel who fail to perform their responsibilities when they witness or learn of sexual harassment or retaliation.

c. The Respondent will submit a copy of their most up-to-date anti-harassment/sexual harassment policy. This policy should contain multiple avenues for employees to make complaints. These avenues should include a name, position title and contact number(s) for the individuals to whom complaints can be made. The Respondent shall not require complaints to be made in written format.

5. It is understood that this Agreement does not constitute an admission by the Respondent of any violation of Title VII.

6. The Respondent agrees to provide written notice to the Local Director of the Mobile Office within sixty (60) days of satisfying each obligation specified at paragraph (3) of this Agreement.

7. This Agreement shall remain in effect for two (2) years from the date it is signed and dated by Respondent.

8. The parties agree that this Agreement may be specifically enforced in court and may be used as evidence in later proceedings in which any of the parties allege a breach of this Agreement.

_____

Respondent Print Name Date

_____

Respondent Signature Date

The following paragraph is deemed incorporated as part of this Agreement if and when signed by the EEOC Local Office Director.

9. In reliance on the promises made, EEOC agrees to terminate the investigation which it has begun and not to use the above referenced charge as the jurisdictional basis for a civil action under Title VII of the Civil Rights Act of 1964, as amended. EEOC does not waive or in any manner limit its right to process or seek relief in any other charge or investigation including but not limited to, a charge filed by a member of the Commission against the Respondent.

On Behalf of the Commission:

_____

Erika La'Cour Date
Local Office Director

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14714 **County Attorney's Report** **10. 3.**
BCC Regular Meeting **Action**
Meeting Date: 09/06/2018
Issue: Partial Release of Lien on Property Located at 6300 Ard Road
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning a Partial Release of Lien on Property Located at 6300 Ard Road.

That the Board:

A. Authorize the Chairman to execute a partial release of the environmental enforcement lien on property located at 6300 Ard Road owned by the Federal National Mortgage Association; and

B. Authorize payment of incidental expenses associated with recording a partial release in the public records.

BACKGROUND:
In 2015, the environmental code enforcement division initiated an action to abate violations on property located at 6300 Ard Road. At the time, the apparent owner was Betty J. Hennington. The Federal National Mortgage Association was mistakenly listed with Ms. Hennington as the owner/violator on the orders executed by the Special Magistrate and recorded in the public records. The Federal National Mortgage Association recently acquired the property through foreclosure of its mortgage, and the lien created by the Special Magistrate's orders are a cloud on its title.

BUDGETARY IMPACT:

Funds for payment of recording costs are available in the Environmental Code Enforcement Division's escrow account with the Clerk's Recording Office. (BCC Code Enforcement Acct. 13302150).

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

If approved by the Board, the County Attorney's Office will handle the processing and recording of the partial release.

Attachments

Partial Release - 6300 Ard Road

This document prepared by:
Office of the County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

PARTIAL RELEASE OF LIEN

As authorized by the Escambia County Board of County Commissioners at its duly noticed public meeting on September 6, 2018, the following lien is released from the property owned by Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America, 14523 SW Milikan Way, Suite 200, Beaverton, OR 97005, as more particularly described in the Certificate of Title recorded in Official Record Book 7930 at page 1926 of the public records of Escambia County:

> Lien created by the orders of the Environmental Enforcement Special Magistrate recorded in Official Record Book 7569 at pages 1174 and 1219, and Official Records Book 7708 at page 960 of the public records of Escambia County, Florida.

Nothing in this Partial Release shall otherwise impair, alter, or diminish the lien or the operation of the lien against the property of any other person named in the lien, and in all other respects, the lien remains in full force and effect.

Executed this _____ day of _____, 2018.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Jeff Bergosh, Chairman

_____
Deputy Clerk

BCC Approved: _____