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

<u>CHAMBER RULES</u>

- 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 – February 19, 2015 – 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 Underhill.
- 3. Pledge of Allegiance to the Flag.
- 4. Are there any items to be added to the agenda?

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

- 5. Commissioners' Forum.
- 6. Presentation Plaque recognizing Dorothy Davis for her service as Commissioner Wilson Robertson's appointee on the Planning Board, November 18, 2008, through January 9, 2015.

#### 7. Proclamations.

Recommendation: That the Board take the following action:

A. Ratify the Proclamation dated February 3, 2015, joining the citizens of Escambia County in expressing their sincere appreciation to Ms. Tiny Frye for her valiant effort to care for Ms. Jennifer Tomas, without regard of her own safety;

- B. Ratify the Proclamation dated February 9, 2015, congratulating Dr. Reverend James S. Young, Sr., on his 95th Birthday and commending him for his dedication and outstanding service to Escambia County; and
- C. Adopt the Proclamation commending and congratulating Ms. Janet Holley on the prestigious honor of receiving the Secretary of Defense Patriot Award.

#### 8. Written Communication.

December 29, 2014 - Communication from Charlette Andrews requesting that the Board provide relief of Code Enforcement Lien against property located at 2322 North E Street.

<u>Recommendation</u>: That the Board review and consider lien relief request made by Charlette Andrews against property located at 2322 North "E" Street.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the requests 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 fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant or deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Denial letter was mailed to Charlette Andrews on January 6, 2015. January 21, 2015, Charlette Andrews contacted staff and requested to appear before the Board.

9. 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.

 5:31 p.m. Public Hearing for consideration of the Petition to Vacate a portion of Pine Road in Treasure Hill Park Subdivision, as petitioned by Rebecca M. Domeier.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion (50 feet by approximately 490 feet, or 0.56 acres) of Pine Road in Treasure Hill Park Subdivision, as petitioned by Rebecca M. Domeier:

- A. Approve or deny the Petition to Vacate a portion (50 feet by 110 feet, or 0.12 acres) of Pine Road in Treasure Hill Park Subdivision;
- B. Accept the Hold/Harmless Agreement;
- C. Adopt the Resolution to Vacate; and
- D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.
- 11. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance amending the Borrow Pit Ordinance.

<u>Recommendation:</u> That the Board adopt the amendments to the Borrow Pit Ordinance.

12. 5:33 p.m. Public Hearing for consideration of adopting an Ordinance extending a temporary moratorium on the permitting and re-permitting of Construction and Demolition Debris (C&DD) and Land Clearing Debris (LCD) Permitting.

<u>Recommendation:</u> That the Board adopt an Ordinance extending a temporary moratorium on the permitting and re-permitting of Construction and Demolition Debris (C&DD),Land Clearing Debris Facilities (LCD),and other Landfill Operations.

13. 5:34 p.m. Public Hearing for consideration of adopting an Ordinance repealing Sections 34-3 and 34-4, amending Sections 34-7, and creating Section 34-11, relating to Chapter 34, Courts, of the Escambia County Code of Ordinances.

Recommendation: That the Board adopt an Ordinance repealing Section 34-3, providing for the assessment of additional court cost for teen court programs; repealing Section 34-4, providing for the assessment of additional court cost for funding of a juvenile assessment center; amending Section 34-7, relating to the assessment of additional court costs; and creating Section 34-11, relating to Chapter 34, Courts, providing for the assessment of court costs for criminal justice education degree programs.

14. Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the February 12, 2015, C/W Workshop, recommended that the Board take the following action:

- A. Direct staff to move forward with the draft Ordinance, provided in the agenda backup, amending the Escambia County Land Development Code, Article 2, "Administration," Section 2.14.02, to modify the authority to grant exceptions to the overlay district standards (C/W Item 3);
- B. Direct staff to craft language for the Comprehensive Plan with a goal to maintain the status quo regarding rezoning requests on Perdido Key to assure all impacted landowners have the opportunity to benefit from the County HCP (Habitat Conservation Plan) process (C/W Item 4);
- C. Approve extending the temporary moratorium on permitting and re-permitting Construction and Demolition Debris facilities, Land Clearance Debris facilities, and other landfill operations (C/W Item 6);
- D. Proceed with the selection process (shortlist, rank, and negotiate fee) for the Design Criteria Professional for a 1,476-bed correctional facility (C/W Item 7);
- E. Take the following action concerning potential jail sites (C/W Item 8):
- (1) Eliminate the Old Soccer Complex site from consideration;
- (2) Keep the Old Palafox and Airport Boulevard site for consideration; and
- (3) Keep and combine the current jail site and the McDonald's site for consideration; and
- F. Add discussion concerning potential jail sites to the agenda for the February 17, 2015, Special BCC Meeting.

#### **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 130

- I. Consent Agenda
- 1. Recommendation Concerning Acceptance of TDT Collection Data for the December 2014 Returns received in January 2015

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the December 2014 returns received in the month of January 2015, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the fourth month of collections for the Fiscal Year 2015; total collections for the month of December 2014 returns was \$335,807.41; this is a 9% increase over the December 2013 returns; total collections year-to-date are 17% more than the comparable time frame in Fiscal Year 2014.

2. 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 Agenda Work Session held February 5, 2015;
- B. Approve the Minutes of the Regular Board Meeting held February 5, 2015; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held January 15, 2015.

(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

#### **GROWTH MANAGEMENT REPORT**

- I. Public Hearing
- 5:46 p.m. Recommendation Concerning the Review of an Ordinance
   Addressing Borrow Pits and Reclamation Activities, Amending Articles 6, 7 and
   12 of the Land Development Code

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Article 6, Section 6.04.00 General provisions, 6.05.00 District Regulations, Article 7, Performance Standards and Article 12, Part II, Conservation.

This hearing serves as the second of two required public hearings before the Board of County Commissioners (BCC) as set forth in Section 2.08.04(b) and F.S. 125.66(4)(b).

At the January 13, 2015, Planning Board Meeting, the Board recommended approval of this Ordinance.

- II. Action Items
- 1. Recommendation Concerning an Appointment to the Escambia County Planning Board

That the Board take the following action concerning the appointment for the Escambia County Planning Board.

- A. Rescind the Board's action of February 5, 2015, appointing Mr. James J. "Jim" Faxlanger to the Escambia County Planning Board;
- B. Appoint Mr. Bob Cordes, replacing Mr. James J. "Jim" Faxlanger, who has resigned, as Commissioner Wilson Robertson's appointee on the Escambia County Planning Board, with a term of office effective February 19, 2015, and running concurrent with Commissioner Robertson's term of office (November 2016), or at his discretion; and
- C. Request the County Administrator's Office to provide a Letter of Appointment to Mr. Cordes.

#### 2. Recommendation Concerning Final Plat Huntington Creek Permit #08050387

That the Board take the following actions concerning recording of the Final Plat of Huntington Creek, (a 110 lot single family private residential subdivision with private streets and private storm water retention ponds), located in the Beulah community lying north of Mobile Highway. Owned and developed by Clearwater 102, LLC. Prior to recording, the County Engineer, County Surveyor, Development Services Interim Department Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

- A. Approve the final plat for recording; and
- B. Approve the street names "Huntington Creek Boulevard and Huntington Creek Circle".

# 3. Recommendation Concerning Final Plat Huntington Creek First Addition Permit #130800018

That the Board take the following actions concerning recording of the Final Plat of Huntington Creek First Addition, (a 17 lot single family private residential subdivision with private street and storm water retention pond), located in the Beulah community lying north of Mobile Highway. Owned and developed by Clearwater 102, LLC. Prior to recording, the County Engineer, County Surveyor, Development Services Interim Department Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

- A. Approve the final plat for recording; and
- B. Approve the street name "Huntington Creek Boulevard".
- III. Consent Agenda

# 1. Recommendation Concerning the Scheduling of Public Hearing

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

March 19, 2015

5:47 p.m. - Public Hearing - LDC Revision Ordinance

### **COUNTY ADMINISTRATOR'S REPORT**

- I. Technical/Public Service Consent Agenda
- 1. Recommendation Concerning the Request for Disposition of Property for the Pensacola Bay Center Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve the three Request for Disposition of Property Forms for the Pensacola Bay Center, for one Dodge Ram 1500 4x4 truck, one Iso-Matic Ice Machine, and six scanners, with reasons for disposition as poor or obsolete as stated. The listed items have been found to be of no further usefulness to the County/Pensacola Bay Center; thus, it is requested that they be properly disposed of.

2. Recommendation Concerning the Request for Disposition of Property for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the three Request for Disposition of Property Forms for the Solid Waste Management Department, for property which is described and listed on the Disposition Forms, 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 the items be auctioned as surplus or properly disposed of.

3. Recommendation Concerning Purchasing Policies and Procedures PP-120
"Piggybacking Off Other Entities Contracts" and PP-130 "Utilizing State of
Florida Term Contracts" - Stephan Hall, Management and Budget Services
Interim Department Director

That the Board approve the revisions to the Purchasing Policies and Procedures PP-120 "Piggybacking Off Other Entities Contracts" and PP-130 "Utilizing State of Florida Term Contracts," to include the requirement for a formal bid for purchases meeting the mandatory bid amount prior to the determination to go forward with a purchase utilizing the bid of another agency or the State of Florida Department of Management Services, "piggybacking."

4. Recommendation Concerning Community Redevelopment Agency Meeting

Minutes, January 22, 2015 - Keith T. Wilkins, Community & Environment

Department Director

That the Board accept, for filing with the Board's Minutes, the January 22, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

5. Recommendation Concerning a Reappointment to the Escambia County Mass Transit Advisory Committee - Joy D. Blackmon, P.E., Public Works Department <u>Director</u>

That the Board take the following action concerning the Mayoral appointee to the Escambia County Mass Transit Advisory Committee (MTAC):

A. Acknowledge the reappointment of Ms. Deborah J. Corbin, as the Mayoral appointee from the City of Pensacola, to the Escambia County Mass Transit Advisory Committee, effective retroactively February 1, 2015, and running concurrently with the term of the current Mayor of the City of Pensacola, Mr. Ashton J. Hayward, III; and

B. Request that the County Administrator's Office provide a Letter of Reappointment to Ms. Deborah J. Corbin.

Ms. Corbin submitted a Resume, and has served on the MTAC for the past year; at this time, Mayor Hayward would like to reappoint Ms. Corbin.

6. Recommendation Concerning the District One Reappointment to the Escambia
County Mass Transit Advisory Committee - Joy D. Blackmon, P.E., Public
Works Department Director

That the Board take the following action concerning the District One appointee to the Escambia County Mass Transit Advisory Committee (MTAC):

A. Confirm the reappointment of James J. "Jim" Faxlanger, as the District One representative to the MTAC, with an appointment term effective February 19, 2015, and running concurrently with Commissioner Wilson B. Robertson's term of office (November 2016), or at his discretion; and

B. Request that the County Administrator's Office provide a Letter of Appointment to Jim Faxlanger.

7. Recommendation Concerning the Revised 2015 Board of County

Commissioners' Meeting/Committee of the Whole Workshops Meeting - Jack

R. Brown, County Administrator

That the Board approve the Revised 2015 Board of County Commissioners' (BCC) Meeting/Committee of the Whole Workshops Meeting Schedule, as submitted, to include the Special BCC Meeting, scheduled on February 17, 2015, and the First and Second Budget Public Hearings, scheduled on September 8, 2015, at 5:01 p.m., and September 22, 2015, at 5:01 p.m., respectively.

- II. Budget/Finance Consent Agenda
- 1. Recommendation Concerning the Florida Department of Health, Bureau of Emergency Medical Services (EMS), EMS Matching Grant Application Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Florida Department of Health, Bureau of Emergency Medical Services (EMS), EMS Matching Grant Application for 2015/2016, in the amount of \$32,700, with a 25% County Match, for the purpose of providing Personal Protective Equipment (PPE) to each Escambia County Emergency Specialist:

- A. Approve the EMS Matching Grant Application; and
- B. Authorize the Chairman to sign the Grant Application and all related documents.

[Funding Source: Fund 408, Emergency Medical Service, Cost Center 330302, EMS Operations, Account Code 55201, Operating Supplies]

2. Recommendation Concerning a Change Order to BellSouth

Telecommunications, Inc. - E-911 System Required Maintenance - Michael D.

Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1, for the required maintenance for the Vesta 4X E-911 System:

Department:	Public Safety Department
Division:	E-911
Type:	Addition
Amount:	\$138,213
Vendor:	BellSouth Telecommunications, Inc., DBA AT&T
PO#	150376
CO#:	1
Cost Center for CO:	330404 (Fund 145/E-9-1-1)
Original PO Amount:	\$46,071
Cumulative Amount of Change Order:	\$138,213
New PO Total:	\$184,284

[Funding Source: Fund 145, E-9-1-1, Cost Center: 330404]

3. Recommendation Concerning the Agreement for Fire Equipment Service for Various County Buildings - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award and approve the Agreement for Fire Equipment Service for Various County Buildings, PD 14-15.005, between Escambia County, Florida, and The Hiller Companies, Inc., d/b/a Hiller Systems, for a term of 12 months, for an estimated annual amount of \$15,000.

[Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601 - \$13,000; Fund 113, Library Fund, Cost Center 110502, Object Code 54601 - \$2,000]

4. Recommendation Concerning Contract Award for Stillbrook Road Drainage Improvements - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Volkert, Inc., per the terms and conditions of PD 14-15.018, Stillbrook Road Drainage Improvements, for a lump sum of \$52,206 and option services of \$7,000, for a total of \$59,206.

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612, Project Number ESCPW73]

5. Recommendation Concerning Choctaw Outfall Drainage Improvements - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.021, for Choctaw Outfall Drainage Improvements, to Brown Construction of Northwest Florida, Inc., in the amount of \$97,958.90.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #11EN1071]

6. Recommendation Concerning the Local Agency Program Agreement Project
C.E.I. (Construction Engineering Inspections) for Myrtle Grove Sidewalk and
Drainage Improvements - Stephan Hall, Management and Budget Services
Interim Department Director

That the Board approve and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Metric Engineering, Inc., per the terms and conditions of PD 13-14.039, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for Myrtle Grove Sidewalk and Drainage Improvements, for a lump sum of \$116,141.15.

[Funding: Fund 352, LOST III, Cost Center 210517, Object Code 56301, Project Number 13EN2432 - \$78,093.53; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 08EN0211 - \$38,047.62]

7. Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning PD 02-03.79, Professional Services as Governed by Florida Statute 287.055:

A. Award and authorize the County Administrator to sign Task Order-based Continuing Contracts to Municipal Engineering Services, Inc., a qualified Engineering Consulting firm, per PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (A&E Services) on a "Maximum Ceiling" basis fee schedule, as follows:

- Maximum Overhead 168%
- Maximum Profit 12%
- Maximum (Facility Cost of Capital Monies) FCCM 1.50%
- Maximum Multiplier 301.66% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services), on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual basis and Project basis]

8. Recommendation Concerning Supplemental Budget Amendment #070 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #070, Other Grants and Projects Fund (110), in the amount of \$16,000, to recognize proceeds from the Federally Funded Sub-grant Agreement, Contract Number 15DS-P4-01-27-01-XXX, and to appropriate these funds for providing cost reimbursement funding to the County Public Safety Division of Emergency Management, for Department of Homeland Security related planning, training, and/or exercise activities, for the period from date of full execution through December 31, 2015.

9. Recommendation Concerning Supplemental Budget Amendment
#071 - Stephan Hall, Management and Budget Services Interim Department
Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #071, Other Grants and Projects Fund (110), in the amount of \$143,494, to recognize proceeds from a Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG), and to appropriate these funds for the Escambia County Sheriff, "Crimes Involving Firearms Project 2014."

10. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 210 West Sunset Avenue - Keith T. Wilkins, Community & Environment Department Director

That the Board ratify the following February 19, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and David Frentzel, the owner of residential property located at 210 West Sunset Avenue, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$4,231, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, to replace roof and sanitary sewer connection; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

11. Recommendation Concerning the Off System Project Agreement Related to the Replacement and Maintenance of Two Escambia County Bridges - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Off System Project Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County related to the replacement and maintenance of Bluff Springs Road over Pritchett Mill Creek, Bridge #484052, and Patricia Drive over Bayou Marcus Creek, Bridge #484069:

A. Approve the State of Florida Department of Transportation Off System Project Agreement between FDOT and Escambia County related to the replacement and maintenance of Bluff Springs Road over Pritchett Mill Creek, Bridge #484052, and Patricia Drive over Bayou Marcus Creek, Bridge #484069;

- B. Adopt the Resolution authorizing the Agreement; and
- C. Authorize the Chairman or Vice-Chairman to execute the documents and any subsequent documents required for implementation of the bridge replacements.

[Funding Source: Fund 175, Transportation Trust Fund, Account 210402/54601]

12. Recommendation Concerning the United States Department of Homeland
Security, Federal Emergency Management Agency, Hazard Mitigation Grant
Program - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA), Hazard Mitigation Grant Program (HMGP) for the following drainage projects: Bristol Creek/Bristol Park/Ashbury Hills Area Flood Plain Management, Wetland Restoration, and Regional Pond Plan in the Elevenmile Creek Basin - Property Acquisition Plan; Pin Oak Lane; and Old Corry Field Outfall Property Purchase for Flood Plain Management.

A. Authorize submittal of the following projects and approve the 25% match funding, available in Fund 352, Local Option Sales Tax (LOST) III:

#### 1. Bristol Creek/Bristol Park/Ashbury Hills Area

(Flood Plain Management, Wetland Restoration, and Regional Pond Plan in the Elevenmile Creek Basin - Property Acquisition Plan)

The general intent of this mitigation project is to provide a complete submittal of a HMGP Grant Application for the Bristol Creek/Bristol Park/Ashbury Hills Area. This area flooded as a result of the April 29-30, 2014, storm event, which resulted in negative impacts to public and private infrastructure and private properties, including approximately 160 homes. This Area, located along and within the FEMA flood hazard zone of Elevenmile Creek, has been flooded in multiple previous severe storm events since development in 1988.

The consultant, Hatch-Mott MacDonald, selected through the abbreviated selection process, is tasked with utilizing existing recorded County data, including the conceptual drainage alternatives presented in the Elevenmile Creek Master Plan Basin Study prepared by Hatch-Mott MacDonald in 1994, the updated Study in 1999 after Hurricane Georges, and the most recently updated information in 2008.

A Property Acquisition Plan for drainage improvements will be prepared with cost estimates and solutions utilizing information provided in the said basin studies, aimed at acquiring funding for the Property Acquisition Plan through the HMGP Grant Program. The HMGP Application will include this Plan, basin study backup documentation, and any other information necessary to secure the maximum amount of HMGP property-acquisition funding that can be secured within the 3-year cycle of the April 2014 event declaration, along with the 25% matching maximum amount the County can feasibly provide. Due to the large scale of this project, property acquisition must be the first step toward

implementing drainage improvements for the area.

HMGP Application deadline constraints do not permit design and construction to be considered under this grant cycle. However, staff will pursue and apply for multiple grant opportunities to secure additional funding for this project.

Estimated Cost: \$5,000,000 with a 25% County match of \$1,250,000, with global match possibility for a reduction to 0% match funding and 100% grant funding;

[Funding for the 25% match is available in Fund 352, LOST III, for Bristol Creek/Bristol Park/Ashbury Hills Area Flood Plain Management, Wetland Restoration, and Regional Pond Plan in the Elevenmile Creek Basin - Property Acquisition Plan]

#### 2. Pin Oak Lane

The south end of Pin Oak Lane floods during normal rain events. Jack's Branch Basin Study provides a solution (Recommendation Q10) to extend an alternate roadway connection to Quintette Road to the north. The Grant Application/funding request for this project should include documentation supporting the north roadway extension, restoration of the flood plain at the south end of Pin Oak, property acquisition of several undeveloped lots, and acquisition of one residential lot at 1000 Pin Oak Lane. The residential lot has suffered repetitive flooding as shown on documentation provided by the homeowner. Several other property owners within the flood plain have indicated a willingness to sell their vacant property to the County due to wetland jurisdiction lines and identified flood plain lines that may restrict practical development of these properties. County staff has also contacted property owners at the north end of Pin Oak Lane to discuss the County's Grant Application and intent to acquire property for the north roadway extension to Quintette Road.

The FEMA Flood Insurance Rate Map (FIRM) does not identify this area as a special flood hazard flood area, because the FEMA study did not extend to the area east of Highway 29. However, the Jacks Branch Basin Study does indicate that the south end of Pin Oak Lane is located in the flood plain. FEMA has been notified of this discrepancy through the Water Management District, and the area is currently under study to consider map amendments.

Estimated Cost: \$1,500,000 with a 25% County match of \$375,000, with global match possibility for a reduction to 0% match funding and 100% grant funding; and

[Funding for the 25% match is available in Fund 352, LOST III, for Pin

#### Oak Lane (Drainage Basin funds)]

#### 3. Old Corry Field Outfall

(Property Purchase for Flood Plain Management (aka Jackson's Creek Property Purchase)

This property purchase is for the Jackson Lakes portion of the approved National Fish and Wildlife Federation (NFWF) Grant for Bayou Chico Restoration approved for funding in December 2014. The NFWF grant does not provide for property acquisition. The Grant Application/funding request for this project should be to utilize the NFWF Grant funding as the Grant match for property acquisition. This project is referenced in the NFWF Grant as Jackson's Creek Stream Restoration and Floodplain Expansion, as it is one of the five projects listed in the Bayou Chico Restoration NFWF Grant. The stream/drainage way is also known as the Old Corry Field Outfall or the Pete Moore ditch. Property immediately adjacent to the north side of the stream/drainage way, located at 121 New Warrington Road, is suitable for restoration and floodplain expansion purposes.

The HMGP Application will focus on securing funding for property acquisition located at 121 New Warrington Road, to support the NFWF Grant for flood plain expansion. The property of interest is owned by the Pugh Family Limited Liability Company, and currently operates as Pensacola Storage Inn, a storage rental facility. This property has flooded repeatedly and is located within the calculated 100-year flood plain.

Estimated cost: \$750,000 with a 25% County match of \$187,500. However, NFWF funding is expected to be used as a Grant match for a reduction to 0% match funds and HMGP providing for 100% of the project funding.

[Funding match will be leveraged utilizing the NFWF funds for Bayou Chico Restoration as a global match, for Old Corry Field Outfall Property Purchase for Flood Plain Management]

- B. Authorize the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and program-related documents for these three projects;
- C. Authorize the County Administrator or his designee, subject to Legal review and sign-off, to execute the subsequent Grant Applications for these three projects; and
- D. Accept, subject to Legal review and sign-off, Agreements, Easements, Hold Harmless Agreements, and other documents of conveyance as may be

required from property owners of Escambia County, whose properties are designated as HMGP sites.

13. Recommendation Concerning Establishing a Design Team and the Reorganization of the Transportation and Traffic Operations Division - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning establishing a Design Team and reorganizing the Transportation and Traffic Operations Division:

- A. Authorize the creation of two Local Option Sales Tax (LOST) funded positions, a Design Engineer and a Lead Drafter/Project Coordinator, per the provided job descriptions and organization charts;
- B. Authorize the one-time capital and/or operational expenditure for necessary equipment (Design Team) at approximately \$102,742, and the annual recurring software fees for approximately \$12,317, per the provided "Design Team Costs" spreadsheet; and
- C. Authorize the reorganization of the Transportation and Traffic Operations Division, per the provided organization charts, and the creation of a Division Manager position, which will be advertised internally to Public Works and will eliminate the vacancy created from internal recruitment, which will result in a net zero increase in Full-Time Employees (FTE).

14. Recommendation Concerning the Transportation Regional Incentive Program for Project Development and Environment Study for the Escambia Beltway and the Escambia Beltway Corridor Study - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Transportation Regional Incentive Program (TRIP) for Project Development and Environment (PD&E) Study for the Escambia Beltway and the Escambia Beltway Corridor Study:

A. Authorize the County Administrator to submit a request for TRIP Funds to the Florida Department of Transportation (FDOT) to request funding assistance for Planning Services for the PD&E Study phase for a four-lane roadway along Beulah Road, from Nine Mile Road north to I-10, including the new I-10 Interchange and continuing further north to US 29, and to request funding assistance for the Escambia Beltway Corridor Study for the segment from I-10 to US 29; and

B. Authorize the Chairman to sign the TRIP Application and any other documents associated with this TRIP Application without further action of the Board.

[Funding Source: Fund 352, Local Option Sales Tax III: \$1,934,335.73, Cost Center 210107, Object Code 56301; FDOT Funds through Transportation Planning Organization (TPO) Matching Programs, TRIP Funds and Other Federal and State Funding Programs]

15. Recommendation Concerning the Applications for Transportation Alternatives
Program Funding for Multiple Projects Throughout the County - Joy D.
Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the proposed Applications for multi-modal facilities:

- A. Approve submittal of Applications for Transportation Alternatives Program (TAP) funds to design and construct the multi-modal facilities at the following locations:
- 1. Sidewalks along Massachusetts Avenue, from Hollywood Boulevard to Mobile Highway (SR 10A);
- 2. Sidewalks along Chemstrand Road (CR 749), from Nine Mile Road (SR 10) to Ten Mile Road;
- 3. Sidewalks along "W" Street (CR 453), from Fairfield Drive (SR 295) to Navy Boulevard (SR 30);
- 4. Paved shoulders along Dog Track Road (CR 297), from Blue Angel Parkway (SR 173) to Lillian Highway (SR 30);
- 5. Sidewalks along Saufley Field Road (CR 296), from Mobile Highway (SR 10A) to Saufley Field Gate; and
  - 6. Pensacola Beach Ferry Service Landing Site at Quietwater Beach;
- B. Adopt a Resolution in support of Applications for Transportation Alternatives Program Projects; and
- C. Authorize the Chairman to sign the Transportation Alternatives Program Projects Applications and the Resolution.

16. Recommendation Concerning the Acceptance of a Drainage Easement
Located at 6804 Devonshire Circle - Joy D. Blackmon, P.E., Public Works
Department Director

That the Board take the following action concerning the acceptance of the donation of a 7.5-foot-wide drainage easement (approximately 501 square feet), along the south side of the property located at 6804 Devonshire Circle, from Edward A. Allen, for the 69th Avenue Drainage Project:

- A. Accept the donation of a 7.5-foot-wide drainage easement (approximately 501 square feet), along the south of the property located at 6804 Devonshire Circle, from Edward A. Allen, for the 69th Avenue Drainage Project;
- B. Authorize the payment of documentary stamps as the easement is being donated for governmental use, which is for drainage improvements, and the County benefits from the acceptance of this drainage easement, which enhances the safety and well-being of the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the recording of documents; and
- D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept the Drainage Easement as of the day of delivery of the Drainage Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's office]

17. Recommendation Concerning the Acceptance of a Drainage Easement

Located at 6805 Devonshire Circle - Joy D. Blackmon, P.E., Public Works

Department Director

That the Board take the following action concerning the acceptance of the donation of a 7.5-foot-wide drainage easement (approximately 501 square feet), along the north side of the property located at 6805 Devonshire Circle, from Billy and Nancy Gibson, for the 69th Avenue Drainage Project:

A. Accept the donation of a 7.5-foot-wide drainage easement (approximately 501 square feet), along the north side of the property located at 6805 Devonshire Circle, from Billy and Nancy Gibson, for the 69th Avenue Drainage Project;

- B. Authorize the payment of documentary stamps as the easement is being donated for governmental use, which is for drainage improvements, and the County benefits from the acceptance of this drainage easement, which enhances the safety and well-being of the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the recording of documents; and
- D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept the Drainage Easement as of the day of delivery of the Drainage Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's office]

18. Recommendation Concerning Issuance of a Task Order to Hatch Mott

MacDonald, LLC, for the Olive Road East Multi-Lane Reconstruction and

Drainage Project Phase I - Joy D. Blackmon, P.E., Public Works Department

Director

That the Board take the following action:

A. Approve transfer of funds (Drainage) from Local Option Sales Tax III (Fund 352, Cost Center 210107) from Ferry Pass Zone 2 (\$180,000), Ferry Pass Zones 4 & 5 (\$120,000) and Fairchild Road (\$100,000), for a total amount of \$400,000, to the Olive Road Project. A total of \$226,160.51 of this project transfer will be used for the Task Order for Construction, Engineering, Inspection (CEI), and Project Management Services. The balance of transferred funds (approximately \$174,000) will be used toward the purchase of property to accommodate drainage needs; and

B. Approve the issuance and authorize the County Administrator to execute a Task Order to Hatch Mott MacDonald, LLC, for the Olive Road East Multi-Lane Reconstruction and Drainage Project Phase I, for an amount of \$226,160.51, on Contract PD 02-03.79, "Professional Services", for Construction, Engineering, Inspection (CEI), and Project Management Services.

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210109 and Cost Center 210107, Object Code 56301]

19. Recommendation Concerning a Change Order to Sigma Consulting Group, Inc., for the 69th Avenue North Drainage Improvements and Sidewalks
Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Sigma Consulting Group, Inc., on Contract PD 11-12.012, for the 69th Avenue North Drainage Improvements and Sidewalks Project:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$44,215
Vendor:	Sigma Consulting Group, Inc.
Project Name:	69th Avenue North Drainage Improvements and Sidewalks Project
Contract:	PD 11-12.012
PO#:	121184
CO#:	6
Original Contract Award:	\$144,220
Cumulative Amount of Change Orders Through this CO:	\$65,375
New Contract Amount:	\$209,595

[Funding Source: Fund 352, Local Option Sales Tax, Account 210107, Object Code 56301, Project #12EN1752 and #09EN0572]

# 20. <u>Recommendation Concerning the Roadway Materials Pricing Agreement - Joy D. Blackmon, P.E., Public Works Department Director</u>

That the Board award an extension to the Indefinite Quantity, Indefinite Delivery Contract, PD 13-14.006, Roadway Materials Pricing Agreement, to McDirt Industries, Inc., Roads, Inc., of NWF, Panhandle Grading & Paving, Inc., and Midsouth Paving, Inc., based on the pricing provided, for a term of 12 months, effective February 6, 2015.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Various Projects, \$850,000; Fund 112, Disaster Recovery Fund, Cost Center 330490-339495, Object Code 54612/56301, \$500,000; Fund 181, Master Drainage Basins, Cost Center 210719-210736, Object Code 56301, \$50,000; Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 55301, \$300,000; Fund 401, Solid Waste Management Fund, Cost Center 230306 (Recycling), Object Code 55301, \$50,000; Fund 401, Solid Waste Management Fund, Cost Center 230309 (Closed Landfills), Object Code 55301, \$50,000; Fund 401, Solid Waste Management Fund, Cost Center 230314 (Operations), Object Code 55301, \$200,000; Fund 401, Solid Waste Management Fund, Cost Center 230315 (Projects), Object Code 55301, \$500,000]

21. Recommendation Concerning the Agreements Relating to Escambia County, Florida, Grounds Mowing and Trimming for Athletic Parks - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve a 12-month extension, beginning February 6, 2015, to the Agreement Relating to Grounds Mowing and Trimming for Athletic Parks, PD 13-14.008, Escambia County, Florida, Parks and Recreation Grounds Mowing and Trimming for Zones 1, 2, 3, 4, 5, and 6 to the following contractors:

- A. Agreement for Zone 1 to Greenworks Groundskeeping & Landscaping Services, Inc., in the amount of \$39,000;
- B. Agreement for Zone 2 to Northwest Florida Landscaping, Inc., in the amount of \$45,000;
- C. Agreement for Zone 3 to Gulf Coast Environmental Contractors, Inc., in the amount of \$48,600;
- D. Agreement for Zone 4 to Rhett James Landscaping, Inc., in the amount of \$72,490;
- E. Agreement for Zone 5 to Emerald Coast Grass Company, Inc., in the amount of \$67,000; and
- F. Agreement for Zone 6 to Wallace Sprinkler & Supply, Inc., in the amount of \$57,200 \$75,400.

The Agreement for Zone 6 is being increased by \$18,200, to add the new extended fields and surrounding common areas.

PD 13-14.008 is a Unit Price Contract based on a fixed cost per mow, and the estimated annual expenditures are listed above.

[Funding: Fund 352, LOST III, Cost Center 350229, Object Code 53401, Project Number 08PR0078, Contract Contractor Annual Expenditure]

22. Recommendation Concerning a Resolution Adding Certain Inspection Fees for Development Services - Horace Jones, Development Services Interim Department Director

That the Board adopt the proposed fee Resolution adding certain inspection fees for Development Services, for site inspections required by mineral resource extraction activities at borrow pits located within Escambia County.

# III. For Discussion

1. <u>Discussion Concerning the "Century Project" - Steven Barry, District Five Commissioner</u>

## **COUNTY ATTORNEY'S REPORT**

- I. For Action
- 1. Recommendation Concerning an Interagency Agreement Relating to the Solid Waste Program Financial Assurance Mechanisms Between the State of Florida Department of Environmental Protection (FDEP) and Escambia County.

That the Board take the following action:

- A. Authorize the Chairman to execute the attached Interagency Agreement between the State of Florida Department of Environmental Protection (FDEP) and Escambia County; and
- B. Authorize Attachment 1 of the Interagency Agreement to be incorporated upon completion and subject to legal sign-off without additional Board action.
- 2. That the Board adopt the attached Resolution authorizing and ratifying the operation of the Escambia County Housing Finance Authority (the "Authority") under Chapter 159, Part II, Florida Statutes, relating to housing projects and ancillary and subordinate related facilities.

- 16. Items added to the agenda.
- 17. Announcements.
- 18. Adjournment.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7664 Proclamations 7.

**BCC Regular Meeting** 

Meeting Date: 02/19/2015

Issue: Adoption/Ratification of Proclamations
From: Jack Brown, County Administrator

Organization: County Administrator's Office

**CAO Approval:** 

#### **RECOMMENDATION:**

Proclamations.

Recommendation: That the Board take the following action:

A. Ratify the Proclamation dated February 3, 2015, joining the citizens of Escambia County in expressing their sincere appreciation to Ms. Tiny Frye for her valiant effort to care for Ms. Jennifer Tomas, without regard of her own safety;

- B. Ratify the Proclamation dated February 9, 2015, congratulating Dr. Reverend James S. Young, Sr., on his 95th Birthday and commending him for his dedication and outstanding service to Escambia County; and
- C. Adopt the Proclamation commending and congratulating Ms. Janet Holley on the prestigious honor of receiving the Secretary of Defense Patriot Award.

#### **BACKGROUND:**

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:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

PERSONNEL:			
N/A			
POLICY/REQUIREMENT FOR BOARD ACTION: N/A			
IMPLEMENTATION/COORDINATION: N/A			
Attachments			
<u>Tina Frye</u>			
Rev. James Young, Sr.			
Janet Holley			

#### PROCLAMATION

WHEREAS, on January 22, 2015, at 6 p.m., Ms. Tina Frye, a healthcare attendant, risked her life attempting to save the life of Ms. Jennifer Tomas; and

WHEREAS, Ms. Jennifer Tomas, a 35-year-old woman with special needs, and her healthcare attendant, Ms. Tina Frye, a 29-year-old woman, were crossing from east to west on the southbound lanes of Davis Highway, just north of West Florida Hospital, when Ms. Tomas fell in the roadway. Ms. Frye was helping Ms. Tomas to her feet when a southbound truck hit Ms. Tomas and fled the scene; and

WHEREAS, while Ms. Frye went to assist Ms. Tomas in the roadway, both ladies were hit by a car, causing serious injuries to both Ms. Tomas and Ms. Frye; and

WHEREAS, both ladies were transported by ambulance to Sacred Heart Hospital where Ms. Jennifer Tomas was pronounced deceased and Ms. Tina Frye was left in a coma.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, joins the citizens of Escambia County in expressing their sincere appreciation to Ms. Tina Frye for her valiant effort to care for Ms. Jennifer Tomas, without regard for her own safety.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA-COUNTY, FLORIDA

Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers

Clerk of the Circuit Court

Deputy Clerk

Dated: February 3, 2015

#### PROCLAMATION

WHEREAS, on February 9, 1920, Dr. Reverend James S. Young, Sr., was born in Santa Rosa County, Florida, to Reverend and Mrs. Mose Young; and

WHEREAS, on June 11, 1960, Reverend Young, Sr., wed Ms. Marie Young and together they have one son, James "Jay" Young, Jr.; and

WHEREAS, Reverend Young, Sr., spent 61 years in the ministry at the same church, Mount Canaan Missionary Baptist Church of Pensacola, Florida. "Moses led the people in the wildemess for 40 years; David ruled the Kingdom for 40 years; but Reverend Young, Sr., ministered to Mount Canaan Missionary Baptist Church for 61 years"; and

WHEREAS, not only was Reverend Young, Sr., a soldier in the ministry, he was also instrumental in the Civil Rights Movement in Pensacola, Florida. He often represented and negotiated for black employees at the Naval Air Station during this period; and

WHEREAS, during the Civil Rights Movement, Reverend Young, Sr., worked closely with local ministers and leaders to form a coalition to lead boycotts throughout the City and County; provided space at the Mount Canaan Church for mass meetings; led several groups of ministers and other leaders to speak with downtown businesses regarding merchants discrimination practices; provided outreach programs through the church to teach young people and other citizens how to fill out applications and present themselves to apply for jobs; and was selected to meet with the Supreme Court Judges in Washington, D.C., to discuss segregation issues; and

WHEREAS, in 2013, Dr. Reverend James S. Young, Sr., retired and preached his final sermon at his home church, Mount Canaan Missionary Baptist Church. Taken from Hebrews 13:8, he said, "Jesus Christ is the same yesterday and today and forever."

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, congratulates Dr. Reverend James S. Young, Sr., on his 95th birthday on February 9, 2015, and commends him for his dedication and outstanding service to Escambia County.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers

Clerk of the Circuit Court

Behall Sielk

Dated: February 9, 2015



#### PROCLAMATION

WHEREAS, on February 4, 2015, Janet Holley, Escambia County Tax Collector, was honored to receive the Secretary of Defense Patriot Award during a presentation by the Employer Support of the Guard and Reserve (ESGR) representatives Timothy Lambert and Harry Thomas, who presented her with a framed Award and a lapel pin. This distinction is given by the U.S. Government to an individual boss for their support of their employees who serve in the Guard and Reserve; and

WHEREAS, the ESGR was established in 1972 and operates within the Office of the Assistant Secretary of Defense for Reserve Affairs. The ESGR develops and promotes supportive work environments for service members in the Reserve Components through outreach, recognition, and educational opportunities that increase awareness of applicable laws and resolves employer conflicts between the service members and their employers; and

WHEREAS, staff member Veleisa Jefferson, before returning to active duty, nominated her boss for this commendation. She stated in her recommendation, "I highly recommend Ms. Janet Holley for the Patriot Award. As a Naval Reservist who has just been accepted into the Reserve Component Active Duty Program, Ms. Holley's support of my career change has been overwhelming. Her care, concern, and support shown to me and to other Veterans employed here during my employment should be followed by other employers. There are 11 employees of the Escambia Tax Collector's Office who are Veterans: 1 Air Force, 3 Army, 1 Marine, and 6 Navy. Some of these Veterans, including myself, are active drilling Reservists. Ms. Holley has accommodated us so we could meet our military obligations without any concern of losing our employment."

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Ms. Janet Holley on the prestigious honor of receiving the Secretary of Defense Patriot Award.

<b>BOARD OF COUNTY COMMI</b>	SSIONERS
ESCAMBIA COUNTY, FLORI	DA

Steven Barry,	Chairman,	District Five

Grover C. Robinson, IV, Vice Chairman District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: February 19, 2015



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7608 Written Communication 8.

**BCC Regular Meeting** 

**Meeting Date:** 02/19/2015

**Issue:** Environmental (Code) Enforcement Lien Relief – 2322 North E Street

From: Michael Tidwell, Department Director

**Organization:** Corrections

**CAO Approval:** 

#### **RECOMMENDATION:**

December 29, 2014 - Communication from Charlette Andrews requesting that the Board provide relief of Code Enforcement Lien against property located at 2322 North E Street.

<u>Recommendation</u>: That the Board review and consider lien relief request made by Charlette Andrews against property located at 2322 North "E" Street.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the requests 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 fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant or deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Denial letter was mailed to Charlette Andrews on January 6, 2015. January 21, 2015, Charlette Andrews contacted staff and requested to appear before the Board.

#### **BACKGROUND:**

On November 14, 2006 The Office of Environmental Enforcement received a complaint.

Officer investigated and observed nuisance conditions, trash, debris, overgrowth and unsafe structure. Notice of violation posted on property and photos taken.

Notice of violation sent to owner both regular and certified mail. Notice received by owner.

Several reinspections were conducted and violations remained. Special Magistrate hearing requested by officer.

A Notice of Hearing sent to the owner both regular and certified mail. Copy of hearing notice posted on property. October 03, 2007 officer received a letter from owner stating he has demolished the building and cut the overgrowth.

Hearing held on October 7, 2007. Court cost award to Escambia County in the amount of \$1,100.00, \$50.00 per day fine with a deadline of 11/05/07.

Copy of order mailed to owner both regular and certified mail.

Escambia County abated all violations in the amount of \$4,247.00

#### **BUDGETARY IMPACT:**

Court Cost: \$1,100.00

Fines: \$65,250.00

Abatement Cost: \$4,247.00

Total: \$70,597.00

This amount does 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**

2322 North E Street 2322 North E Street



#### Board of County Commissioners • Escambia County, Florida

Jack R. Brown County Administrator

January 6, 2015

Ms. Charlette Andrews 1223 DeVilliers Street Pensacola, FL 32501

Re: Your Request for Relief from a County Code Enforcement Lien Against Property Located at 2322 North E Street

Dear Ms. Andrews:

In accordance with Section III, H2, of the Escambia County Board of County Commissioners Policy Manual, I have reviewed your request for relief from the County code enforcement lien described in your December 29, 2014 letter. Regrettably, I must deny your request for relief for the following reason(s):

 In accordance with Section III, H2., A.2., relief is not available to the violator and/or owner named in the code enforcement lien.

If you have any questions or require any additional information, please contact Gordon Pike, Department Director, Corrections, or Sandra Slay, Division Manager, Code Enforcement at 595-1820.

Sincerely,

Jack Brown

**County Administrator** 

JB:ac

cc: Sandra Slay, Division Manager, Code Enforcement

**Board of County Commissioners** 

Escambia County

221 Palafox Place

Pensacola, FL 32591

Dear County Commissioners,

This letter is in reference to case number 06-11-0289 page 1998 and clerk case number 2007 CL096485. I am writing on behalf of my father, Charles R. Andrews, requesting permission to have our request of amnesty placed on a future Board of County Commissioners meeting agenda for the purpose of asking the Board to consider waiving daily fines attached to property located at 2322 North E Street, Pensacola, FL 32501. We are asking for amnesty of code enforcement fines in the amount of \$70,689 that have accrued from November 2007 – June 2013 on the property. We are humbly requesting that the daily fines be forgiven due to the illness of owner my father Mr. Charles Andrews. Mr. Andrews was diagnosed with Alzheimer's with Dementia in the 2004. He is not able to fully understand and be of the business of taking corrective action towards his debt and has not been able to enforce the code improvements that have occurred over the years. I have tried to assist but, when I became involved he had already been medically diagnosed and the code violations had already been filed against the property. My mother and I had the property up for sale through a realtor. Unfortunately, there was no interest. Maybe, impart due to the significant fines and liens against the property could have discouraged potential buyers. We have had the grounds of the property cut and maintained.

Mr. Andrews is not in a position mentally or financially to give the fines the attention that is needed. Commissioners any consideration to this request would be greatly appreciated.

Thank you very much for your time and attention.

Sincerely,

#### Ms. Charlette Andrews

> Charlette Andrews 1123 N. DeVilliers Street Pensacola, FL 32501

Board of County Commissioners Attn: Ms. Jody Witterstaeter Escambia County 221 Palafox Place Pensacola, FL32591



#### Office of Environmental Enforcement

Escambia County Central Office Complex 3363 West Park Place

Pensacola, Florida 32505 Phone: 850.595-1820

Fax: 850.595-1840 Sandra Slay, Division Manager

Property Address: Property Owner:

2322 North E Street Charles Andrews

**Original Complaint:** 

Overgrowth and dilapidated structure

EE Case #:

CE120903986

11/14/06 Received complaint. Officer observed overgrowth and dilapidated

structure. Notice posted on property.

12/07/06 Notice of Violation mailed to owner was received by owner.

09/06/07. Violations remain. Request special magistrate hearing.

09/26/07 Posted hearing notice at property and mailed copy both regular and

certified mail to owner. Receive by owner.

10/03/07 Received letter from owner stating he has demolished the building

and cut the overgrowth.

10/07/07 Special Magistrate ordered a daily fine of \$50.00 per day and court

cost of \$1,100.00. Deadline of November 5, 2007 to abated violations.

Copies of Order mailed to owner.

11/05/07 Violations remain.

11/20/07 Property remains in violation.

03/02/11 Pre-bid reveals violations remain.

06/03/11 Violations abated by Escambia County in the amount of \$4,247.00.

Lien amount	Cost
Fines (11/06/07-06/03/11 @ \$50.00 per day Court Cost	\$65,250.00 \$1,100.00
Abatement Cost	\$4,247.00

TOTAL \$70,597.00

This amount does not include the Clerk's recording fees or interest.



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7703 Public Hearings 10.

**BCC Regular Meeting** 

**Meeting Date:** 02/19/2015

**Issue:** 5:31 p.m. Public Hearing - Vacate Portion of Pine Road in Treasure Hill

Park Subdivision

**From:** Joy D. Blackmon, P.E., Department Director

Organization: Public Works

**CAO Approval:** 

#### **RECOMMENDATION:**

5:31 p.m. Public Hearing for consideration of the Petition to Vacate a portion of Pine Road in Treasure Hill Park Subdivision, as petitioned by Rebecca M. Domeier.

<u>Recommendation</u>: That the Board take the following action concerning the Petition to Vacate a portion (50 feet by approximately 490 feet, or 0.56 acres) of Pine Road in Treasure Hill Park Subdivision, as petitioned by Rebecca M. Domeier:

A. Approve or deny the Petition to Vacate a portion (50 feet by 110 feet, or 0.12 acres) of Pine Road in Treasure Hill Park Subdivision;

- B. Accept the Hold/Harmless Agreement;
- C. Adopt the Resolution to Vacate; and
- D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

#### **BACKGROUND:**

Petitioner owns property abutting a portion of the south right-of-way line of Pine Road (50' R/W), as shown on the plat of Treasure Hill Park Subdivision, recorded in Plat Deed Book 102 at Page 286 of the public records of Escambia County.

Pine Road is an unimproved right-of-way, with considerable overgrowth consisting of pine trees and bushes. The portion of Pine Road requested to be vacated extends east to west from Cambria Drive to Avon Road. Petitioner is requesting that the Board vacate any interest the County has in this portion of Pine Road (50' x 110', or 0.12 acres) as shown on the plat of said Treasure Hill Park Subdivision. Originally, petitioner had requested vacating Pine Road from Cambria Drive to Avon Road, but due to storm water

concerns raised by staff, petitioner has agreed to amend the vacation request to vacate the portion abutting petitioner's property.

Engineering staff and concerned utility companies have reviewed this request and are requesting that a utility easement be retained over the length and width of the area to be vacated, with the understanding that the County will not be responsible for future maintenance of the easement area. No one will be denied access to his or her property as a result of this vacation.

#### **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:

This recommendation is 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 Statues, Chapter 336.

#### IMPLEMENTATION/COORDINATION:

Upon Board approval of the vacation, the necessary documents will be signed and it will be the responsibility of the Petitioner or the Petitioner's agent to have the documents recorded in the public records and to advertise the required public notifications.

#### **Attachments**

<u>Petition</u>

Hold Harmless

Resolution

Notice of Adoption

<u>Plat</u>

<u>Map</u>

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, hereby files 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 road 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, Rebecca M. Domeier presently owns 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:

All that portion of Pine Road (50' x 110'= 5500 square feet) as shown on the plat of Treasure Hill Park Subdivision recorded in Plat Deed Book 102 at Page 286 of the public records of Escambia County, Florida, lying south of the Treasure Hill Park parcel (a County park) and being bordered on the east by a northerly extension of the east property line of Lot 17, Block 3, Treasure Hill Park Subdivision and on the west by the east right-of-way line of Avon Road. Being a part of Section 12, Township, 3 South, Range 32 West, Escambia County, Florida

- 2. That the Petitioner, Rebecca M. Domeier desires 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 12, Township 3 South, Range 32 West and recorded in Plat Deed Book 102 at Page 286 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.

THEREFORE, Petitioner requests 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.

Petitioner's Name: Rebecca M. Domeier

Street Address: 5492 Avon Road

Pensacola, Florida 32507

Phone Number: (616)566-9866

Date: October 24, 2014

#### **HOLD/HARMLESS AGREEMENT**

WHEREAS, Rebecca M. Domeier hereafter called "Petitioner" has requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, hereafter called "County" has no objection to granting such petition, providing that certain covenants and agreements are made on behalf of the citizens and residents of Escambia County, Florida, and on behalf of Escambia County;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and the mutual promises contained herein, Petitioner and County do agree as follows:

1. County, pursuant to the authority of and after compliance with the requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A), agrees to vacate, abandon, and close the following described public street, road, alleyway or a portion thereof, or other land dedicated for public use and to surrender, renounce and disclaim any right of the County and public in and hereto:

All that portion of Pine Road (50' x 110'= 5500 square feet) as shown on the plat of Treasure Hill Park Subdivision recorded in Plat Deed Book 102 at Page 286 of the public records of Escambia County, Florida, lying south of the Treasure Hill Park parcel (a County park) and being bordered on the east by a northerly extension of the east property line of Lot 17, Block 3, Treasure Hill Park Subdivision and on the west by the east right-of-way line of Avon Road. Being a part of Section 12, Township, 3 South, Range 32 West, Escambia County, Florida

- 2. Petitioner, hereby covenants and agrees that she has complied with all requirements of Chapter 336, Florida Statutes and Vacation Policy Section III(A) of the Board of County Commissioners in bringing this request before the County and in obtaining the County's agreement set forth above.
- 3. Petitioner, hereby covenants and warrants that no person will be denied ingress/egress or access to their property or use by the vacation of the public rights-of-way or other land which is described herein.
- 4. Petitioner, further hereby agrees to defend, indemnify and hold harmless Escambia County, its agents and employees against any and all liability, claims, suits, actions, debts, damages, losses, costs, charges and expenses, including court costs and attorney's fees which may or might arise because of or related to the vacation of the public rights-of-way, alleyway, or other land dedicated for public use which is described herein.

Executed in the presence of:	
augala de seros	All Characteristics
Witness / A	Rebecca M. Domeier
Angela Douma	
Print or type name	
Witness	Date: 1/1/2015
Sylia Arizola	Date
Print or type name	
STATE OF AMONGO	
COUNTY OF bent	
The foregoing instrument was ac	cknowledged before me this 11 + day of
February, 2015, by Re	ebecca M. Domeier. She is () personally
known to me, () produced current	otate of Michigan Drivers license
MIDLD51007345991608	_ as identification.
	1 Kill
	Notary Public
	Amanda Valkier
(Notary Seal must be affixed)	Print or type name
	Commission Expires: 02-34-2020
-	Commission Number:
AMANDA VALKIER Notary Public - Michigan	
Kent County	
My Commission Expires Feb 24, 2020 Acting in the County of Man	
	BOARD OF COUNTY COMMISSIONERS
5 P. A. S.	ESCAMBIA COUNTY, FLORIDA
1157	D.
and the second s	Steven Barry, Chairman
	Steven Barry, Chairman
ATTEST: PAM CHILDERS	
CLERK OF THE CIRCUIT	COURT
Ву	
Deputy Clerk	_
Dopaty Cicik	
Approved by the B.C.C. on:	

RESOLUTION NUMBER R
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RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, VACATING, ABANDONING, AND CLOSING CERTAIN PUBLIC PROPERTY ACQUIRED FOR 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.

WHEREAS, Rebecca M. Domeier has petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

WHEREAS, the Board of County Commissioners of Escambia County, Florida, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing the following described property:

All that portion of Pine Road (50' x 110'= 5500 square feet) as shown on the plat of Treasure Hill Park Subdivision recorded in Plat Deed Book 102 at Page 286 of the public records of Escambia County, Florida, lying south of the Treasure Hill Park parcel (a County park) and being bordered on the east by a northerly extension of the east property line of Lot 17, Block 3, Treasure Hill Park Subdivision and on the west by the east right-of-way line of Avon Road. Being a part of Section 12, Township, 3 South, Range 32 West, Escambia County, Florida

and any right of the County and the public in and to the above described road rights-ofway, alleyway or other land dedicated for public use is hereby surrendered, renounced and disclaimed; and

WHEREAS, Petitioner, Rebecca M. Domeier, has caused to be published on \_\_\_\_\_\_, A.D., 20\_\_\_\_\_, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:31p.m. on February 19, 2015 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, and closing of 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 will not materially interfere with the County road system or the delivery of public services and will not deprive any person of any reasonable means of ingress/egress to such person's property.

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

- 1. That the motion to vacate is hereby adopted and approved.
- 2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed; and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed.

All that portion of Pine Road (50' x 490'= 24,500 square feet) as shown on the plat of Treasure Hill Park Subdivision recorded in Plat Deed Book 102 at Page 286 of the public records of Escambia County, Florida, lying south of the Treasure Hill Park parcel (a County park) and being bordered on the east by the west right-of-way line of Cambria Drive and on the west by the east right-of-way line of Avon Road. Being a part of Section 12, Township, 3 South, Range 32 West, Escambia County, Florida

3. That this resolution shall be spread upon the minutes of the Board of County Commissioners of Escambia County, Florida, and said petitioner shall publish a notice of its adoption one time within thirty (30) days hereafter in a newspaper of general circulation in Escambia County, Florida.

		ESCAMBIA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS
		BySteven Barry, Chairman
ATTEST:	PAM CHILDERS CLERK OF THE CIRCUIT CO	URT
Ву		_
Depu	ity Clerk	
Adopted:		_

NOTICE OF ADOPTION OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS 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.

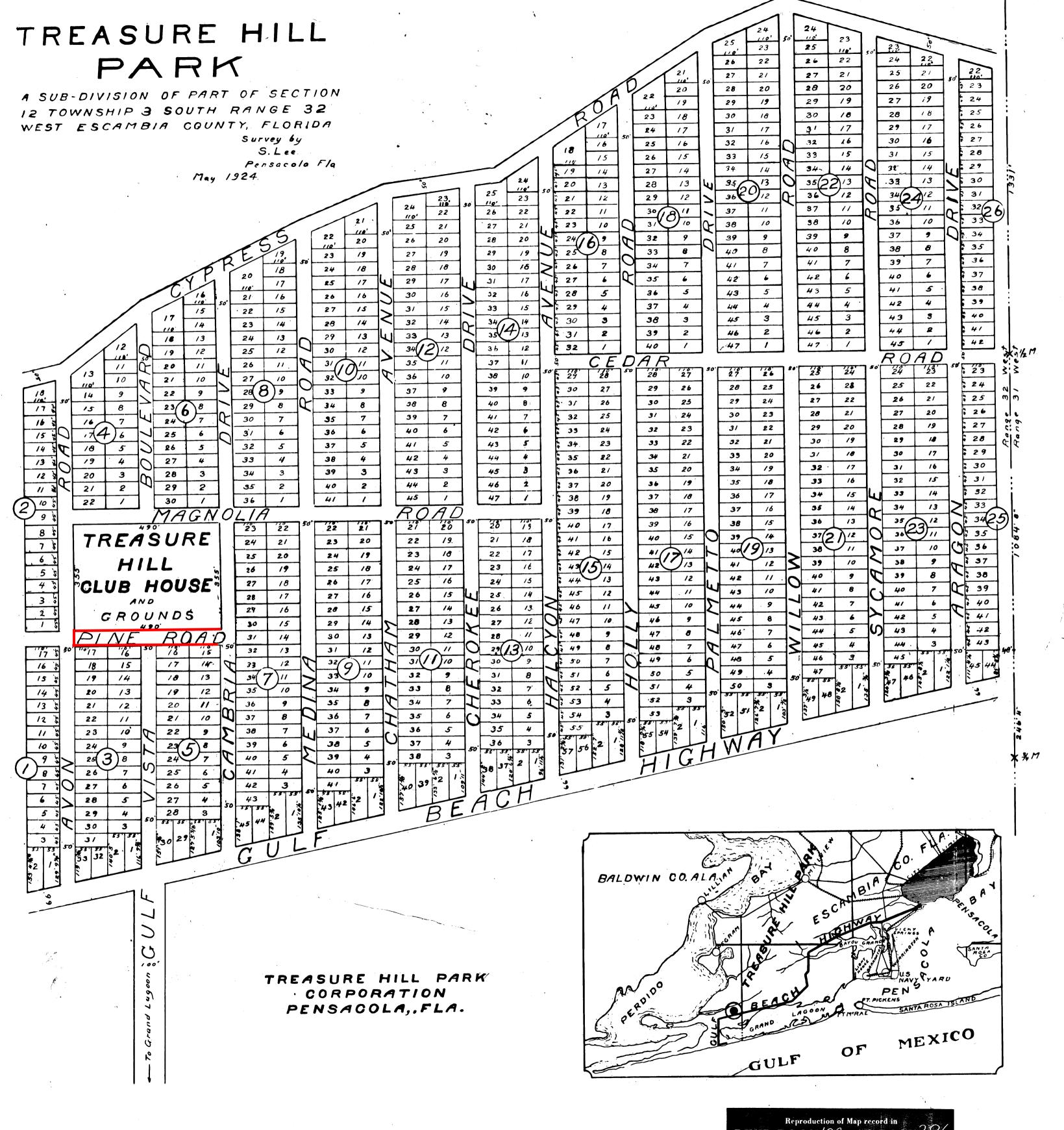
NOTICE IS HEREBY GIVEN that on February 19, A.D., 2015, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

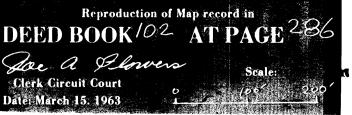
All that portion of Pine Road (50' x 110'= 5500 square feet) as shown on the plat of Treasure Hill Park Subdivision recorded in Plat Deed Book 102 at Page 286 of the public records of Escambia County, Florida, lying south of the Treasure Hill Park parcel (a County park) and being bordered on the east by a northerly extension of the east property line of Lot 17, Block 3, Treasure Hill Park Subdivision and on the west by the east right-of-way line of Avon Road. Being a part of Section 12, Township, 3 South, Range 32 West, Escambia County, Florida

	enounced and disclaim the aforesaid property	ned any right of Escambia County, Florida and
Dated this	day of	, A.D., 20

**Board of County Commissioners** 

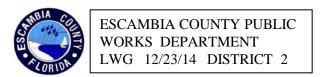
Escambia County, Florida





## PETITION TO VACATE PORTION OF PINE ROAD IN TREASURE HILL PARK SUBDIVISION PETITIONER: REBECCA M, DOMEIER





PETITIONERS PROPERTY

PORTION OF PINE ROAD (50' WIDE R/W) REQUESTED TO BE VACATED



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7694 Public Hearings 11.

**BCC Regular Meeting** 

Meeting Date: 02/19/2015

**Issue:** 5:32 p.m. Public Hearing to Consider Amending the Borrow Pit

Ordinance

**From:** Alison Rogers, County Attorney

**Organization:** County Attorney's Office

**CAO Approval:** 

#### **RECOMMENDATION:**

5:32 p.m. Public Hearing for consideration of adopting an Ordinance amending the Borrow Pit Ordinance.

Recommendation: That the Board adopt the amendments to the Borrow Pit Ordinance.

#### **BACKGROUND:**

At its February 5, 2015 meeting, the Board approved setting the public hearing for consideration of adopting amendments to the Borrow Pit Ordinance.

On August 21, 2014 the Board instituted a moratorium on County borrow pit permits while borrow pit regulations were reviewed. This public hearing addresses amendments to the borrow pit ordinance prior to expiration of the moratorium on February 21, 2015.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The ordinance was prepared by County Attorney Alison Rogers and was advertised in the Saturday Edition of the *Pensacola News Journal* on February 7, 2015.

#### PERSONNEL:

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

#### IMPLEMENTATION/COORDINATION:

#### **Attachments**

<u>Draft Ordinance</u> <u>Proof of Publication</u>

1	ORDINANCE 2015
2 3 4 5 6 7 8 9 10 11 12	AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING CHAPTER 42, ARTICLE VIII, BORROW PITS AND RECLAMATION; SECTIONS 42-322 THROUGH 42-325; AMENDING DEFINITIONS, REGULATIONS AND PERMITTING REQUIREMENTS FOR BORROW PITS, MINING, RESOURCE EXTRACTION AND RECLAMATION USES; AMENDING LOCAL PERMIT REQUIREMENTS; ESTABLISHING REGULATIONS FOR ABANDONED OR CLOSED BORROW PITS; CLARIFYING ENFORCEMENT OPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.
13 14	WHEREAS, this ordinance sets forth the requirements for borrow pits and
15	reclamation of mined-out lands in Escambia County, Florida, for the safety and
16	protection of the public; and
17	WHEREAS, Florida law provides that in addition to Florida Department of
18	Environmental Protection (FDEP) and Northwest Florida Water Management District
19	(NWFWMD) oversight and regulation, local governments may regulate borrow pit,
20	mining or excavation and reclamation facilities; and
21	WHEREAS, since 2006, Escambia County has provided for a permitting scheme
22	and regulations for borrow pits, mining, excavation and reclamation activities; and
23	WHEREAS, concerns have been raised regarding adverse off-site impacts and
24	improving planning and stormwater policies relative to these uses; and
25	WHEREAS, amending the regulatory scheme for borrow pits, mining and
26	excavation and reclamation activities will better protect the public's health, safety and
27	welfare.
28	NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY
29	COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:
30	Section 1. Chapter 42, Article VIII, Sections 42-322 through 42-325 of the Code of

31 Ordinances of Escambia County, Florida is hereby amended to read as follows:

#### ARTICLE VIII. - BORROW PITS AND RECLAMATION

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- Sec. 42-322. Definitions. 34
- For purposes of this article, the following terms, phrases, words and their derivations 35 have the meanings given: 36

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Abandoned. A site where no responsible or solvent owner or operator is available and where there is a cessation of use and maintenance of a borrow pit, mining or excavation unit or reclamation unit for a period of twelve (12) consecutive months or longer and in a manner that does not include permitted closure, long-term monitoring, maintenance and financial responsibility when required by a state or county rule or law. 42

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Borrow pit. A site or parcel of property where soils, clays, gravel or similar materials are removed, or have been removed for use elsewhere by either the property owner or another individual or entity. May also be referred to as a mining, mineral, resource excavation, and/or resource extraction site.

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Closed. A borrow pit, mining or excavation unit or reclamation unit that has undergone permitted closure.

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Closure. The permitted cessation of operation of a borrow pit, mining or excavation unit or reclamation unit and the planned act of securing such facility so that it will pose no significant threat to human health or to the environment and includes closing, long-term monitoring, maintenance and financial responsibility of a facility when required by any state or county rule or law.

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Excavation/mining unit. A specific area of land to be disturbed by mine or borrow pit operations within a period of time as specified in the by an Escambia County development order.

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Reclamation. The restoration of land made barren through processes such as erosion, mining, or land clearing to useful purposes, including, but not limited to, restoration to natural vegetative states, construction of artificial bodies of water, and disposal of construction and demolition or land clearing debris, while protecting the natural resources of the surrounding area. In some instances, reclamation may include land clearing debris as part of the ultimate reclamation process. While the type and degree of such restoration may vary in any specific instance, the objective is to establish vegetative cover, soil stability, water protections, and public safety conditions appropriate to the area.

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- Reclamation plan. The A written proposal as required and approved by Escambia 72
- County for the reclamation of mined-out land a borrow pit that has been approved by 73 Escambia County pursuant to this article. Approval or acceptance of a reclamation plan 74
- does not equate to a permit for that use nor does it provide any grandfathering or vested 75

right for that use. Grandfathering and vested rights of previously approved borrow pits are to be addressed on a case-by-case basis, which will include consideration of the specific wording of development orders, permits, and any other land use approval issued by the County relating to operation of the borrow pit as well as demonstrated reliance and other factors deemed relevant by the Board of County Commissioners.

Reclamation unit. A specific area of land upon which reclamation will be accomplished within a period of time as specified in the development order by a reclamation plan approved by Escambia County pursuant to this article.

#### Sec. 42-323. - Requirements and permits.

 It shall be unlawful to conduct mining, borrow pit, and/or reclamation activities thereof in Escambia County without first obtaining all applicable required an Escambia County resource extraction permits, including those from state regulatory agencies and Escambia County. Additionally, any site previously used for mining, borrow pit, and/or reclamation activities shall be permitted as a closed facility. The operation must also be in compliance with the regulations set forth in this chapter and in the Escambia County Land Development Code, to included but not be limited to regulations regarding areas, setbacks, hours of operation and prevention of adverse off-site impacts. The applicable state regulatory agency depends on the size, type, and extent of the planned activity. State regulatory agencies include (but may not be limited to) the Florida Department of Environmental Protection (FDEP), the Florida Bureau of Mine Reclamation (BMR) and, in cases of wetlands and surface waters that connect to waters of the state or wetlands jurisdictional to Escambia County, the Northwest Florida Water Management District (NFWMD).

(1) Public hearings. Public hearings by the board of county commissioners, the local planning agency (planning board), the rezoning hearing examiner, and/or the board of adjustment may be required depending on the location of a proposed mine, borrow pit, excavation site, or expansion/reclamation thereof. Public hearings are required in all cases where the proposed use conflicts with the future land use designation, zoning, permitted uses, and/or performance standards of this Code for the site location. In applicable cases, the Escambia County Planning and Zoning Development Services Department will process completed applications and schedule public hearings for future land use changes, rezonings, conditional use and/or variance requests in accordance with article 2 (Administration) of the Land Development Code (LDC) upon receipt of required fees.

 (2) Local permit. A county resource extraction permit is required for all excavation/mining activities not permitted by the county, including borrow pits. Any person desiring to obtain such permit shall file an application for site plan review with the Escambia County Planning and Zoning Development Services Department on an application form provided by the department. The application shall include proof copies of any required federal or state permits, a plan for excavating the land in excavation/mining units, and a reclamation plan for the site that meets all state and local

requirements (reference state requirements for reclamation standards in F.A.C. ch. 62C-39, and F.S. chs. 378 and 403).

a. Term of permit. When state permits are required, the county permit shall have an expiration date that coincides with that of the state permit (generally five years, when applicable). The county resource extraction permit shall be valid for five years years following approval and may be renewed upon application by the permittee and approval by the Board of County Commissioners is renewable. As a condition of obtaining and maintaining a county resource extraction permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site, the percentage of materials planned to be excavated that have been removed from the site, and the estimated lifespan for resource extraction activities occurring on the site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year. Refusal of an inspection or failure to submit the annual affidavit shall result in revocation of the County permit.

b. Surety. The applicant shall submit <u>a general</u> surety payable to Escambia County in an amount itemized according to the respective development order requirement, repair, or reclamation measure in the event of noncompliance with the terms of the development order. An engineer registered in the State of Florida shall certify the total surety amount. Proceeding against the surety in case of violation shall be in accordance with subsection (3)b., below.

c. Performance standards. In addition to the regulations set forth in this article, in order to obtain and maintain a permit, a permit applicant or holder shall comply with the performance standards, including the hours of operation, as set forth in section 7.07.00 of the Land Development Code, zoning requirements of Article 6 of the Land Development Code, as well as any relevant provisions of ch. 82, of the Code of Ordinances and any other applicable local, state and federal laws, rules or regulations.

(3) Reclamation plan. The reclamation plan for mined-out lands shall be consistent with federal and state reclamation standards (particularly those referenced in subsection (2) above), shall comply with the any performance standards required by the county listed in LDC, article 7 the Escambia County Land Development Code, and shall be consistent with the intended post-mining land use. The plan shall provide for reclamation activities to be completed in a timely manner and sequence per the terms of the required development order. A permitee shall submit reclamation plan updates to Escambia County whenever it makes a material change to its reclamation plan, but no less than annually when it submits the affidavit required by subsection (2)a., above. The reclamation plan shall include a process for reclaiming mined-out land in reclamation units so that no more than five

acres of mined-out land are exposed at any one excavation site, unless the terms of the development order provide for an exception. Reclamation of mined-out lands shall commence within one year of cessation of mining operations, shall include revegetation as early as practical, and shall be completed by the county-approved date established for the specific site. The reclamation plan, and any updates thereto, are subject to audit by Escambia County, and the permit shall consent to provide any documentation or records, or to otherwise authorize any inspection required, for the purpose of such audit. The reclamation plan does not equate to a permit for the use set forth in the plan, nor does it grandfather or provide a vested right for that use, although the Board of County Commissioners may consider any reasonable investment backed expectation in determining any grandfathering or vested right on a case-by-case basis.

a. Financial assurance for closure and reclamation. The applicant shall provide proof of financial assurance in accordance with F.A.C. ch. 62.701 for reclamation involving debris disposal. The applicant shall also provide a reclamation surety payable to Escambia County for all land previously disturbed by mining activities for which annual completion of reclamation has not been approved by the county engineer. The required amount of reclamation surety shall equal 110 percent of the reclamation cost, which shall be certified by a professional engineer retained by the applicant. The amount shall be subject to the approval of the county administrator or his/her appointed designee. Applicant shall also comply with the terms of Chapter 82 of this Code. If the County is a party to an interlocal agreement with the Florida Department of Environmental Protection that provides for a mutual surety program, then the applicant may provide one surety to address the surety requirements of both the State and the County, according to the terms of the interlocal agreement.

b. Proceeding against surety. If at any time the applicant fails to satisfactorily undertake corrective action in response to a notice of violation, the bBoard of eCounty eCommissioners may initiate proceedings against the surety, including any proceedings in a court of competent jurisdiction. Such proceedings shall not commence until surety has been given 60 days to require commencement of corrective action. In such proceeding, the recoverable damages and costs shall not be limited to the reasonable value of the land prior to the mining activities and shall include the award of costs and reasonable attorneys' fees.

(4) Site plan review. An application for mining, borrow pit operations and/or reclamation activities thereof in Escambia County will be processed as a major development site plan review requiring an approved county development order. Upon receipt of a completed application, the application will be reviewed for compliance with all applicable provisions of thise Escambia County Code of Ordinances, the Escambia County Comprehensive Plan, and the Escambia County Land Development Code (see Comprehensive Plan, chapters 7 and 11, and LDC, articles 4, 6, 7, 9, and 12). If the

criteria or performance standards established for the district in which the mining operations or reclamation activity thereof is located conflict with the performance standards regulating off-site impacts provided for in LDC, article 7 the Escambia County Land Development Code, the stricter criteria shall be applied.

(5) Existing (active) borrow pits and/or reclamation. All operators/owners of existing active pits as of the date of adoption of Ordinance 2005-18 (June 2, 2005) shall comply with the provisions of this article as set forth in this subsection and meet the performance standards of LDC, article 7. However, such pits shall be considered legal, nonconforming uses if the operators/owners hold one of the following permits from the County:

a. An interim local permit obtained no later than December 5. 2011. Such interim permit shall be available from the planning and zoning department and be valid for 12 months from date of issue. In order to obtain an interim local permit, the owner/operator must provide the county the right to inspect the premises, as described in subsection 42-325(2) of this article. Denial of an inspection shall result in revocation of an interim local permit. Upon expiration of an interim local permit, the owner/operator must obtain a local permit as described in part b., below, or the existing borrow pit will become an illegal use and in violation of this section.

b. A local permit obtained no later than December 5, 2011, or expiration of an interim permit, whichever is later. A local permit requires the owner/operator to provide the county the right to inspect the premises, as described in subsection 42-325(2) of this article, and show proof of active, valid state, federal or other applicable jurisdiction permits. Proof of valid, active state, federal or other applicable jurisdiction permits must be provided at any time upon request. Failure to maintain or provide proof of valid, active state, federal or other jurisdiction permits shall result in revocation of a local permit. Denial of an inspection shall result in revocation of a local permit.

Interim local permits and local permits issued pursuant to this subsection are not subject to DRC or BCC review. However, any expansion of borrow pit/mining/reclamation uses to any parcel not subject to such uses on October 5, 2011, is considered an expansion of a nonconforming use. Existing borrow pits properly permitted pursuant to this section shall be exempt from county surety requirements regarding borrow pits. However, other applicable jurisdictions may require a surety as a condition of obtaining those jurisdictional permits.

(5) Existing permitted pits. For a borrow pit, mining or excavation unit or reclamation unit permitted by the County prior to August 21, 2014, grandfathering and vested rights of previously approved borrow pits are to be addressed on a case-by-case basis, which will include consideration of the specific wording of development orders, permits, and any other land use approval issued by the County relating to operation of the borrow pit.

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## (6) Abandoned or Closed pits.

- a. Closed borrow pits, mining or excavation units or reclamation units shall be those that have concluded the permitted closure plan, undergone a closure inspection and maintain a permit as a closed facility. A closed facility shall be subject to a minimum of one inspection per year and shall maintain the facility in a condition consistent with the closure plan. The fee resolution shall reflect a closed facility permit as a separate fee category. A closed facility shall not conduct any active operations and must obtain a permit from the Board of County Commissioners as an active facility prior to any operations at the site.
- b. Abandoned borrow pits, mining or excavation units or reclamation units shall be those determined by the Director of Development Services to meet the definition of abandoned pursuant to this article. All abandoned facilities shall be permitted as closed facilities pursuant to this article. The County may pursue any legal remedy to require an abandoned facility to become permitted as a closed facility; to address any condition that poses a threat to the public's health, safety or welfare; or to force compliance with this article. An abandoned facility shall not have any grandfathered or vested rights to conduct operations, although the Board of County Commissioners can consider grandfathering or vesting of certain rights as part of the permitting process on a case-by-case basis.
- (67) Performance standards. Setbacks, fencing, hours of operation, stormwater management and other related requirements for mining, excavation and reclamation sites shall be subject to specific performance standards and zoning district regulations established in the Escambia County Land Development Code in addition to those required of the applicable zoning district (see LDC, articles 7 and 12).
- (78) Issuance. Upon determining that the use for which the permit is sought will comply with the terms of this chapter and with all county regulations and ordinances, the county shall grant a resource extraction permit as part of the development order concurrent with development review committee (DRC) approval allowing the requested use for mining and/or resource extraction. In some cases, tThe issuance of the permit may include conditions as part of the permit approval and compliance process. For expired borrow pits and mined-out lands that do not require a resource extraction permit per the provisions of this article, the DRC shall issue a general permit as part of the development order concurrent with DRC approval for the requested reclamation activity that includes a required date for complete reclamation of the site, in addition to any requirements of Ch. 82 of the Escambia County Code of Ordinances or any other state or county rule or law. Notwithstanding any other provision for appeal of DRC decisions, the Board of County Commissioners shall review and approve, approve with conditions, or deny any resource extraction permit issued pursuant to this chapter.
- A resource extraction permit issued pursuant to this article does not relieve a permitee of any obligation or requirement to obtain or possess any state or federal permit.

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the bBoard of aAdjustment (BOA) pursuant to LDC, article 2.

(89) Appeals. Upon site plan approval, any affected party may file an appeal with

Sec. 42-324. - Scope and compliance.

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This article applies to property located in unincorporated areas of Escambia County. Florida. All property subject to this article must be brought into compliance within 90 days of the date of adoption of this article, except for existing pits authorized a more extended timeframe per the provisions of section 42-323(5)a., above. All property subject to this article must be brought into compliance by meeting the standards required by this article and by obtaining a permit from the County at a public hearing to

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be set before the Board of County Commissioners no later than one hundred twenty (120) days after the enactment of this ordinance. Sec. 42-325. - Enforcement.

(1) Liability. As a condition of the issuance of a local permit, the owner and/or operator shall be subject to liability to any injured party for damages resulting from any discharge, emission, spill, or release of any substance, from any vibrations, noise, or groundwater contamination, or from failure of the owner/operator to complete any

reclamation of lands as required. This provision does not affect or alter sovereign immunity protections afforded governmental entities.

(2) Inspections. Pit operators shall allow county inspectors or contracted representatives to access mine/pit property at any reasonable time for the purpose of inspection to insure compliance with the terms and conditions of the permit, the

development order, this article, and all applicable laws. Pit operators shall be subject to random quarterly inspections of their pits and shall assume all costs of the inspections thereof. A copy of the inspection report shall be provided to the operator. Inspectors will

coordinate with the Florida Department of Environmental Protection and the cognizant county departments regarding site visits and inspection criteria.

339 environmental code enforcement division pursuant to chapter 30 of the Escambia County Code of Ordinances, the county code enforcement system. Failure to comply with this article and/or any site specific permit requirements will result in fines and liens

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compliance with this article in order to protect the health, safety and welfare of the public. In the event the county determines a borrow pit operation is violating the terms of

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its permit, is allowing unlawful disposal, refuses to obtain a permit or otherwise poses a risk to the public health, safety and welfare, the county administrator may request that

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being levied against the owner or operator, or both, pursuant to chapter 30 of the

federal or state court of competent jurisdiction to seek injunctive relief to enforce

Escambia County Code of Ordinances and F.S. § 162.069, as amended.

(3) Violations. Violations of any portion of this article will may be enforced by the

(4) Civil action. The county attorney is authorized to institute a civil action in a

the county attorney's office immediately file a request for an emergency injunction or other appropriate relief in a court of competent jurisdiction, with such filing to be subsequently ratified by the board of county commissioners.

#### (5) Criminal penalty.

(a) Any person violating any of the provisions of this article, upon conviction thereof, may be punished by a fine not to exceed \$500.00 or by imprisonment in the county jail not to exceed 60 days or by both such fine and imprisonment.

(b) In lieu of making an arrest or issuing a notice to appear, a law enforcement officer or a code enforcement officer may issue a citation pursuant to section 30-63 of the Escambia County Code of Ordinances. Each violation of any provision of this article shall constitute a separate offense.

Any person who willfully refuses to sign and accept a citation issued by a law enforcement officer or a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or 775.083. A written warning to this effect shall be provided at the time any citation is issued hereunder.

(6) Existing claims: Any code enforcement, administrative, civil or criminal claim filed prior to February 19, 2015 and relating to sections 42-321 through 42-325 shall be subject to the provisions in effect on the date the claim was filed.

(7) Powers of the County Administrator: The Administrator may provide for a temporary waiver of the hours of operation in order to accommodate infrastructure projects proceeding outside of normal business hours so long as the waiver is made in writing and that no waiver may exceed ninety (90) days without a written extension by the Administrator.

#### Section 2. Severability.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court or competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

#### Section 3. Inclusion in the Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or relettered and the word

390	"ordinance"	may be changed to "sect	ion", "article", or such other app	ropriate work or
391	phrase in o	rder to accomplish such inte	entions.	
392	Section 4.	Effective Date.		
393	This	Ordinance shall become ef	fective upon filing with the Depart	ment of State.
394 395	DON	IE AND ENACTED THIS _	DAY OF	, 2015.
396			DOADD OF COUNTY COMMIS	COLONEDO
397			BOARD OF COUNTY COMMIS ESCAMBIA COUNTY, FLORID	
398 399			ESCAMBIA COUNTY, FLORID	vA
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402			Steven Barry, Chairman	
403			, , , , , , , , , , , , , , , , , , ,	
404	ATTEST:	PAM CHILDERS		
405		Clerk to the Circuit Court		
406				
407	BY:			
408	Depu	uty Clerk		
409	(O I)			
410	(Seal)			
411	Enacted			
412	Enacted:			
413 414	Filed with C	Department of State:		
414 415	I IIGU WILIT L	repartment of State.		
416	Effective:			



Published Daily-Pensacola, Escambia County, FL

#### PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared Anna Hammes who, on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

#### **Notice Of Intent**

Was published in said newspaper in the issue(s) of:

#### February 7, 2015

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 7th day of February, 2015, by Anna Hammes, who is personally known to me.

Church ?

Affiant

Notary Public

CHERYL MANISCALCO Notary Public - State of Florida Comm. Expires August 4, 2018 Comm. No. FF 147551

#### NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on Thursday, February 19, 2015 at \$132 p.m. in the BCC Meeting Room, Emie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING CHAPTER 42, ARTICLE VIII, BORROW PITS AND RECLAMATION; SECTIONS 42-322 THROUGH 42-325; AMENDING DEFINITIONS, REGULATIONS AND PERMITTING REQUIREMENTS FOR BORROW PITS, MINING, RESOURCE EXTRACTION AND RECLAMATION USES; AMENDING LOCAL PERMIT REQUIREMENTS; ESTABLISHING REGULATIONS FOR ABANDONED OR CLOSED BORROW PITS; CLARIFYING ENFORCEMENT OPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Emie Lee Magaha Government Bullding, Deputy Clerk's Office, 221 Palafox Place, Suite 110.

Piease note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Angela Crawley, Program Coordinator, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Legal No. 1637126 1T February 7, 2015



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7692 Public Hearings 12.

**BCC Regular Meeting** 

**Meeting Date:** 02/19/2015

**Issue:** 5:33 P.M. Public Hearing Concerning Extending a Temporary

Moratorium Ordinance on Construction and Demolition Debris (C&DD)

From: Alison Rogers, County Attorney

**Organization:** County Attorney's Office

**CAO Approval:** 

#### **RECOMMENDATION:**

5:33 p.m. Public Hearing for consideration of adopting an Ordinance extending a temporary moratorium on the permitting and re-permitting of Construction and Demolition Debris (C&DD) and Land Clearing Debris (LCD) Permitting.

<u>Recommendation:</u> That the Board adopt an Ordinance extending a temporary moratorium on the permitting and re-permitting of Construction and Demolition Debris (C&DD),Land Clearing Debris Facilities (LCD),and other Landfill Operations.

#### BACKGROUND:

At its February 5, 2015 meeting the Board approved setting the public hearing for consideration of adopting an ordinance extending the temporary moratorium on the permitting and re-permitting of Construction and Demolition Debris (C&DD) and Land Clearing Debris (LCD) Permitting.

On August 21, 2014 the Board instituted a moratorium on County construction and demolition debris (C&DD) and land clearing debris (LCD) facility permits. The current moratorium expires on February 21, 2015. This ordinance would allow borrow pits to proceed to permitting after February 21, 2015, but would extend the moratorium for construction and demolition debris (C&DD), land clearing debris (LCD) and other landfill operations until August 21, 2015.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The ordinance was prepared by County Attorney Alison Rogers and advertised in the Saturday Edition of the *Pensacola News Journal* on February 7, 2015.

PERSONNEL:
N/A
POLICY/REQUIREMENT FOR BOARD ACTION:
N/A
IMPLEMENTATION/COORDINATION:
N/A
IV/A
Attachments
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<u>Ordinance</u>
<u>Ordinance</u>

#### ORDINANCE NUMBER 2015-\_\_\_

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA EXTENDING A TEMPORARY MORATORIUM ON PERMITTING OR RE-PERMITTING CONSTRUCTION AND DEMOLITION DEBRIS FACILITIES. LAND CLEARANCE **DEBRIS** FACILITIES. AND OTHER LANDFILL OPERATIONS: PROVIDING FOR THE DURATION OF SUCH MORATORIUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE: AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 21, 2014, the Board of County Commissioners of Escambia County adopted Ordinance 2014-31 imposing a temporary moratorium on permitting or re-permitting borrow pits, borrow pit reclamation facilities, construction and demolition debris facilities, land clearing debris facilities and other landfill operations; and

WHEREAS, Escambia County currently requires such facilities to obtain County permits; and

WHEREAS, after receiving public and industry input, the Escambia County Board of County Commissioners believes that additional time is needed to review and determine appropriate revisions to the permitting scheme for construction and demolition debris facilities, land clearing debris facilities and other landfill operations, including but not limited to consideration of requiring segregation of certain materials, pollution liability insurance requirements, and issues related to hydrogen sulfide, vested rights, monitoring and setbacks; and

WHEREAS, the Board finds that no additional moratorium period is necessary for permitting or re-permitting of borrow pits, mining and resource extraction facilities; and

WHEREAS, the Board further finds that a comprehensive review of its codes and regulations is an essential step towards developing, implementing, and enforcing more effective permitting requirements and towards better safeguarding the health and safety of the public; and

WHEREAS, the Board therefore concludes that a temporary moratorium on permitting or re-permitting construction and demolition debris facilities, land clearing debris facilities, and any other landfill operations, is essential to the public health, safety, and welfare because it will allow the Board to require such operations to conform to an anticipated stronger permitting process.

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

Section 1. Chapter 82, Article V, Division 3, Section 82-229 of the Escambia County Code of Ordinances is hereby amended as follows:

Sec. 82-229. CDD and LCD Permit Moratorium.

- A. Findings. The foregoing recitation of findings are hereby adopted and incorporated by reference herein as the factual basis which necessitates this action.
- B. Declaration of Moratorium.
  - 1. The Board of County Commissioners hereby declares that permitting or re-permitting CDD and LCD facilities, or any other landfill operations, as defined by this Division, shall temporarily cease for the period set forth in subsection C.
  - 2. The moratorium imposed by this ordinance shall prohibit the processing of any applications for the permitting or re-permitting of any CDD or LCD facilities, or any other landfill operations, as defined by this Division, including any application for development review, so that county staff may review and evaluate county ordinances and regulations governing such land uses.

- The expiration date for any lawful, active permit or development order for a CDD facility, LCD facility, or any other landfill operation that was issued prior to the effective date of the moratorium shall be tolled during the moratorium.
- C. Duration of Moratorium. This moratorium imposed by this ordinance shall commence on August 21, 2014 February 21, 2015, and shall automatically expire on February 21, 2015 August 21, 2015, unless prior to such expiration, the Board of County Commissioners, after holding a public hearing, finds and determines that it is necessary to extend the moratorium for a limited and specified additional time period or upon adoption of regulations contemplated by the moratorium to prevent adverse off-site impacts and incompatibility of uses.
- D. Jurisdiction. This ordinance imposing the foregoing moratorium shall apply to all incorporated and unincorporated areas of Escambia County unless a municipality shall expressly exclude itself by resolution.

### Section 3. Severability.

It is declared the intent of the Board of County Commissioners that any subsection, clause, sentence, provision or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

### Section 4. Inclusion in the Code.

It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made part of the Escambia County Code; and that the sections of this ordinances 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 intention.

Section	5. Effective Date.	
1	This ordinance shall become ef	fective upon its filing with the Department of
State.		
	OONE AND ENACTED this	day of, 2015.
		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
ATTES	T: Pam Childers Clerk of the Circuit Court	By: Steven Barry, Chairman  t  This document approved as to form
	Deputy Clerk	and legal sufficiency.
(Seal)	opaly clem	By: Title: County Attorney Date: 2/9/15
ENACT FILED \ EFFEC	WITH DEPARTMENT OF STA	TE:



Published Daily-Pensacola, Escambia County, FL

### PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared Anna Hammes who, on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

### **Notice Of Intent**

Was published in said newspaper in the issue(s) of:

### February 7, 2015

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 7th day of February, 2015, by <u>Anna Hammes</u>, who is personally known to me.

Chuf G

**Affiant** 

Notary Public

On the MANISCALCO lotary Public - State of Florida Comm. Expires August 4, 2018 Comm. No. FF 147551

### NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on Thursday, Fobruary 19, 2018 at 5:33 p.m. In the BCC Meeting Room, Ernie Lee Mageha Government Building, 221 Palatox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA EXTENDING A TEMPORARY MORATORIUM ON PERMITTING OR REPERMITTING CONSTRUCTION AND DEMOLITION DEBRIS FACILITIES, LAND CLEARANCE DEBRIS FACILITIES, AND OTHER LANDFILL OPERATIONS; PROVIDING FOR THE DURATION OF SUCH MORATORIUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Ernie Lee Megaha Government Building, Deputy Clerk's Office, 221 Palafox Piace, Suite 110.

Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Angela Crawley, Program Coordinator, County Administration (850) 595-4800 at least seven days prior to the date of hearing.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Legal No. 1637127 1T February 7, 2015



### BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-7693 **Public Hearings** 13.

**BCC Regular Meeting** 

02/19/2015 **Meeting Date:** 

5:34 p.m. Public Hearing Concerning Adopting an Ordinance relating to Issue:

Ch. 34, Courts, of the Escambia County Code of Ordinances

Kristin Hual, Assistant County Attorney From:

Organization: County Attorney's Office

**CAO Approval:** 

### **RECOMMENDATION:**

5:34 p.m. Public Hearing for consideration of adopting an Ordinance repealing Sections 34-3 and 34-4, amending Sections 34-7, and creating Section 34-11, relating to Chapter 34, Courts, of the Escambia County Code of Ordinances.

Recommendation: That the Board adopt an Ordinance repealing Section 34-3, providing for the assessment of additional court cost for teen court programs; repealing Section 34-4, providing for the assessment of additional court cost for funding of a juvenile assessment center; amending Section 34-7, relating to the assessment of additional court costs; and creating Section 34-11, relating to Chapter 34, Courts, providing for the assessment of court costs for criminal justice education degree programs.

### **BACKGROUND:**

At its February 5, 2015 meeting, the Board approved setting the Public Hearing for consideration of adopting an ordinance relating to Ch. 34, Courts, of the Escambia County Code of Ordinances.

Pursuant to the authority granted in §939.19, Florida Statutes, the Board of County Commissioners previously enacted Part 1, Chapter 34, Sec. 34-3 of the Escambia County Code of Ordinances providing for the assessment of additional court cost for teen court programs, and this provision was duplicated by the subsequent enactment of Sec. 34-8 and 34-9 cited as the "Teen Court Assessment Ordinance." Pursuant to the authority granted in §939.17, Florida Statutes, the Board of County Commissioners also enacted Part 1, Chapter 34, Sec. 34-4 of the Escambia County Code of Ordinances providing for the assessment of additional court cost for funding of a juvenile assessment center, and the authorizing statute was subsequently repealed. The proposed Ordinance will repeal Sec. 34-3 and 34-4 of the Escambia County Code of Ordinances.

Pursuant to the authority granted in §939.185, Florida Statutes, the Board of County Commissioners previously enacted Part 1, Chapter 34, Sec. 34-7 of the Escambia

County Code of Ordinances providing for the assessment of additional court costs for certain penalties. The proposed Ordinance will amend Sec. 34-7(a) of the Escambia County Code of Ordinances to conform to the requirements set forth in the authorizing statute.

Pursuant to the authority granted in §938.15, Florida Statutes, the Board of County Commissioners is authorized to enact an ordinance providing for an assessment of court costs for criminal justice education degree programs. The proposed Ordinance creating Part 1, Chapter 34, Sec. 34-11 will provide for the collection of such costs.

### **BUDGETARY IMPACT:**

N/A

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The proposed Ordinance was drafted by Assistant County Attorney, Kristin D. Hual.

### **PERSONNEL:**

N/A

### POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

### IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Department of State.

### **Attachments**

<u>Ordinance</u>

**Publication** 

### ORDINANCE 2015-\_\_\_\_

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA REPEALING PART 1. CHAPTER 34. SECTION 34-3 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES PROVIDING FOR THE ASSESSMENT OF ADDITIONAL COURT COST FOR TEEN COURT PROGRAMS: REPEALING SECTION 34-4 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES PROVIDING FOR THE ASSESSMENT OF ADDITIONAL COURT COST FOR FUNDING OF JUVENILE ASSESSMENT CENTER; AMENDING SECTION 34-7 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO THE ASSESSMENT OF ADDITIONAL COURT COST: CREATING SECTION 34-11 OF THE ESCAMBIA COUNTY CODE OF **ORDINANCES PROVIDING** FOR ASSESSMENT OF COURT COSTS FOR CRIMINAL JUSTICE **EDUCATION** DEGREE PROGRAMS: PROVIDING FOR SEVERABILITY: PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority granted in §939.19, Florida Statutes, the Board of County Commissioners previously enacted Part 1, Chapter 34, Sec. 34-3 of the Escambia County Code of Ordinances providing for the assessment of additional court cost for teen court programs; and

WHEREAS, this provision was duplicated by the subsequent enactment of Sec. 34-8 and 34-9 cited as the "Teen Court Assessment Ordinance"; and

WHEREAS, pursuant to the authority granted in §939.17, Florida Statutes, the Board of County Commissioners previously enacted Part 1, Chapter 34, Sec. 34-4 of the Escambia County Code of Ordinances providing for the assessment of additional court cost for funding of a juvenile assessment center; and

WHEREAS, the authorizing statute was subsequently repealed; and

WHEREAS, the Board of County Commissioners finds that the repeal of Sec. 34-3 and 34-4 of the Escambia County Code of Ordinances serves an important public purpose; and

WHEREAS, pursuant to the authority granted in §939.185, Florida Statutes, the Board of County Commissioners previously enacted Part 1, Chapter 34, Sec. 34-7 of the Escambia County Code of Ordinances providing for the assessment of additional court costs for certain penalties; and

WHEREAS, the Board of County Commissioners finds that Sec. 34-7(a) of the Escambia County Code of Ordinances relating to the assessment of additional court cost for certain penalties requires amendment to conform to the requirements set forth in the authorizing statute; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendment to Sec. 34-7(a) serves an important public purpose; and

WHEREAS, pursuant to the authority granted in §938.15, Florida Statutes, the Board of County Commissioners is authorized to enact an ordinance providing for an assessment of court costs for criminal justice education degree programs; and

WHEREAS, the Board of County Commissioners finds that the proposed Ordinance creating Part 1, Chapter 34, Sec. 34-11 to provide for the collection of such costs serves an important public purpose.

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

<u>Section 1.</u> Repealer. Part 1, Chapter 34, Sec. 34-3 of the Escambia County Code of Ordinances providing for the assessment of additional court cost for teen court programs is hereby repealed in its entirety.

<u>Section 2.</u> Repealer. Part 1, Chapter 34, Sec. 34-4 of the Escambia County Code of Ordinances providing for the assessment of additional court cost for funding of juvenile assessment center is hereby repealed in its entirety.

<u>Section 3.</u> Part 1, Chapter 34, Sec. 34-7(a) of the Code of Ordinances of Escambia County, Florida relating to the assessment of additional court cost for certain penalties is hereby amended to read as follows:

### Sec. 34-7. Assessment of additional court cost.

- (a) Assessment Imposed. Pursuant to the authority granted under F.S. § 939.185, as created by Chapter 2003-402, Laws of Florida, the board of county commissioners hereby assesses an additional court cost of \$65.00 to be imposed by the court when a person pleads guilty or nolo contendere to, or is found guilty of, or adjudicated delinquent for, any felony, misdemeanor, or criminal traffic offense under the laws of this state. Such additional assessment shall be accounted for separately by the county and shall be used only in it. This assessment shall be allocated as follows:
  - (1) Twenty-five percent of the amount collected shall be allocated to fund innovations to supplement state funding for the elements of the state courts system identified in F.S. § 29.004, and county funding for local requirements under F.S. § 29.008(2)(a)2.
  - (2) Twenty-five percent of the amount collected shall be allocated to assist the county in providing legal aid programs required under F.S. § 29.008(3)(a).
  - (3) Twenty-five percent of the amount collected shall be allocated to fund personnel and legal materials for the public as part of the county law library.

(4) Twenty-five percent of the amount collected shall be used as determined by the board of county commissioners to support teen court programs, juvenile assessment centers, and other juvenile alternative programs.

<u>Section 4.</u> Part 1, Chapter 34, Sec. 34-11 of the Code of Ordinances of Escambia County, Florida providing for the assessment of court costs for criminal justice education degree programs is hereby created to read as follows:

### Sec. 34-11. Assessment of court costs for criminal justice education degree programs.

- (a) Assessment of court cost. Pursuant to F.S. §938.15, every person convicted for violation of a state penal or criminal statute or convicted for violation of a municipal or county ordinance shall, in addition to any fine or other penalty provided for in F.S. §938.01, be required to pay an additional two dollars (\$2.00) as a court cost. In addition, two dollars (\$2.00) shall be deducted from every bond estreature or forfeited bail bond related to such penal statutes or ordinances. However, no such assessment shall be made against any person convicted for violation of any state statute, municipal ordinance, or county ordinance relating to the parking of vehicles.
- (b) Distribution of Funds. The court shall order payment of this additional court cost in all matters subject to this provision and the Clerk of Court shall distribute the funds as directed by the board of county commissioners.
- (c) Purpose of Proceeds. All funds collected pursuant to this provision shall be used for expenditures for criminal justice education degree programs and training courses, including basic recruit training, for the officers and support personnel in accordance with F.S. §938.15.

### <u>Section 5.</u> Severability.

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

### Section 6. 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 Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

### Section 7. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DON	IE AND ENACTED this	day	of	2015.
			RD OF COUNTY AMBIA COUNTY	COMMISSIONERS , FLORIDA
		Ву:	Steven Barry,	Chairman
ATTEST:	PAM CHILDERS Clerk of the Court			
By:	uty Clerk			
(SEAL)				Approved as to form and legal sufficiency.  By/Title:
ENACTED: FILED WIT EFFECTIV	H THE DEPARTMENT OF	STATE	<u>:</u> :	Date:



Published Daily-Pensacola, Escambia County, FL

### PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared Anna Hammes who, on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

### Notice Of Intent

Was published in said newspaper in the issue(s) of:

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Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 7th day of February, 2015, by Anna Hammes, who is personally known to me.

Affiant

Notary Public

Comm. No. FF 147451

### NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on Thursday, February 19, 2015 at 5:34 p.m. in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA REPEALING PART 1, CHAPTER 34, SECTION 34-3 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES PROVIDING FOR THE ASSESSMENT OF ADDITIONAL COURT COST FOR TEEN COURT PROGRAMS; REPEALING SECTION 34-4 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES PROVIDING FOR THE ASSESSMENT OF ADDITIONAL COURT COST FOR FUNDING OF JUVENILE ASSESSMENT CENTER; AMENDING SECTION 34-7 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO THE ASSESSMENT OF ADDITIONAL COURT COST; CREATING SECTION 34-11 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES PROVIDING FOR THE ASSESSMENT OF COURT COSTS FOR CRIMINAL JUSTICE EDUCATION DEGREE PROGRAMS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Emie Lee Magaha Government Building, Deputy Clerk's Office, 221 Palafox Place, Suite 110.

Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Angela Crawley, Program Coordinator, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Legal No. 1637182 1T February 7, 2015

AI-7722 14.

**BCC Regular Meeting Meeting Date:** 02/19/2015

**Issue:** Committee of the Whole Recommendation

From: Pam Childers, Clerk of the Circuit Court & Comptroller

### **Recommendation:**

Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the February 12, 2015, C/W Workshop, recommended that the Board take the following action:

- A. Direct staff to move forward with the draft Ordinance, provided in the agenda backup, amending the Escambia County Land Development Code, Article 2, "Administration," Section 2.14.02, to modify the authority to grant exceptions to the overlay district standards (C/W Item 3);
- B. Direct staff to craft language for the Comprehensive Plan with a goal to maintain the status quo regarding rezoning requests on Perdido Key to assure all impacted landowners have the opportunity to benefit from the County HCP (Habitat Conservation Plan) process (C/W Item 4);
- C. Approve extending the temporary moratorium on permitting and re-permitting Construction and Demolition Debris facilities, Land Clearance Debris facilities, and other landfill operations (C/W Item 6);
- D. Proceed with the selection process (shortlist, rank, and negotiate fee) for the Design Criteria Professional for a 1,476-bed correctional facility (C/W Item 7);
- E. Take the following action concerning potential jail sites (C/W Item 8):
- (1) Eliminate the Old Soccer Complex site from consideration;
- (2) Keep the Old Palafox and Airport Boulevard site for consideration; and
- (3) Keep and combine the current jail site and the McDonald's site for consideration; and
- F. Add discussion concerning potential jail sites to the agenda for the February 17, 2015, Special BCC Meeting.

### **Attachments**

1	ORDINANCE NUMBER 2015
2	AN OPPINANCE OF THE BOARD OF COUNTY COMMISSIONEDS OF
3 4	AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE
5	ESCAMBIA COUNTY, LECKIDA, AMENDING FART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND
6	DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS
7	AMENDED; AMENDING ARTICLE 2, "ADMINISTRATION," SECTION
8	2.14.02, TO MODIFY THE AUTHORITY TO GRANT EXCEPTIONS TO
9	THE OVERLAY DISTRICT STANDARDS; PROVIDING FOR
10	SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND
11	PROVIDING FOR AN EFFECTIVE DATE.
12	
13	WHEREAS, the Board of County Commissioners created the Community
14	Redevelopment Agency (CRA) to aid in the development of the Palafox, Englewood,
15	Brownsville, Warrington, and Barrancas community redevelopment districts; and,
16	
17	WHEREAS, through its Land Development Code the Board of County
18	Commissioners authorized the CRA Manager or designee to grant exemptions to the
19	overlay district standards; and,
20	
21	WHEREAS, the Board of County Commissioners finds that modifying the
22	authority to grant exceptions to the overlay district standards serves an important public
23	purpose.
24	NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY
25	COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:
26	SECTION 1. ADMINISTRATION.
27	Part III of the Escambia County Code of Ordinances (1999) the Land
28	Development Code of Escambia County, Article 2,"Administration", Section 2.14.02 is
29	hereby amended as follows (additions are <u>underlined</u> and deletions are <del>strike through</del> ).:
30	2.14.02 Implementation of CRA Plans and Overlay Districts. The CRA and all other
31 32	County divisions shall implement the recommendations of the Palafox, Englewood, Brownsville, Warrington, Barrancas and Cantonment Redevelopment Plans, in which
33	the plans drive the enhancement efforts for each individual community redevelopment
34	district. These plans provide guidance enhancing the district's quality of life,
35	encouraging private sector reinvestment, promoting sound economic development
36	principles and providing recommendations for public sector enhancement opportunities
37	such as capital improvement projects. The CRA Manager or designee shall determine

compliance with the overlay regulations. and determine whether However, exceptions to

the overlay district standards may only be granted. by the CRA Board.

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### SECTION 2. SEVERABILITY.

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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 (2014); 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.

### <u>SECTION 4.</u> <u>EFFECTIVE DATE</u>.

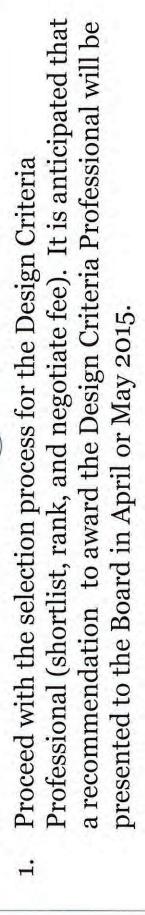
12	This Ord	dinance shall bec	ome effective upo	n filing with the Department of State.
13	DONE AND EN	NACTED this	day of	, 2015.
14				OF COUNTY COMMISSIONERS
15			OF ESC	AMBIA COUNTY, FLORIDA
16				
17			Ву:	
18			Stev	en Barry, Chairman
19				
20	ATTEST:	PAM CHIL	DERS	
21		Clerk of th	e Circuit Court	
22				
23		By:		
24		Depu	uty Clerk	
25	(SEAL)	-		
26				
27	<b>ENACTED</b> :			
28				
29	FILED WITH TH	IE DEPARTMENT	OF STATE:	
30				

**EFFECTIVE DATE:** 

### **Staff Request**

BCC direct staff to craft
language for the
Comprehensive Plan with a
Goal to maintain the status
quo regarding rezoning
requests on Perdido Key to
assure all impacted
landowners have the
opportunity to benefit from
the County HCP process

### Staff is Seeking Direction from the Board on the Following



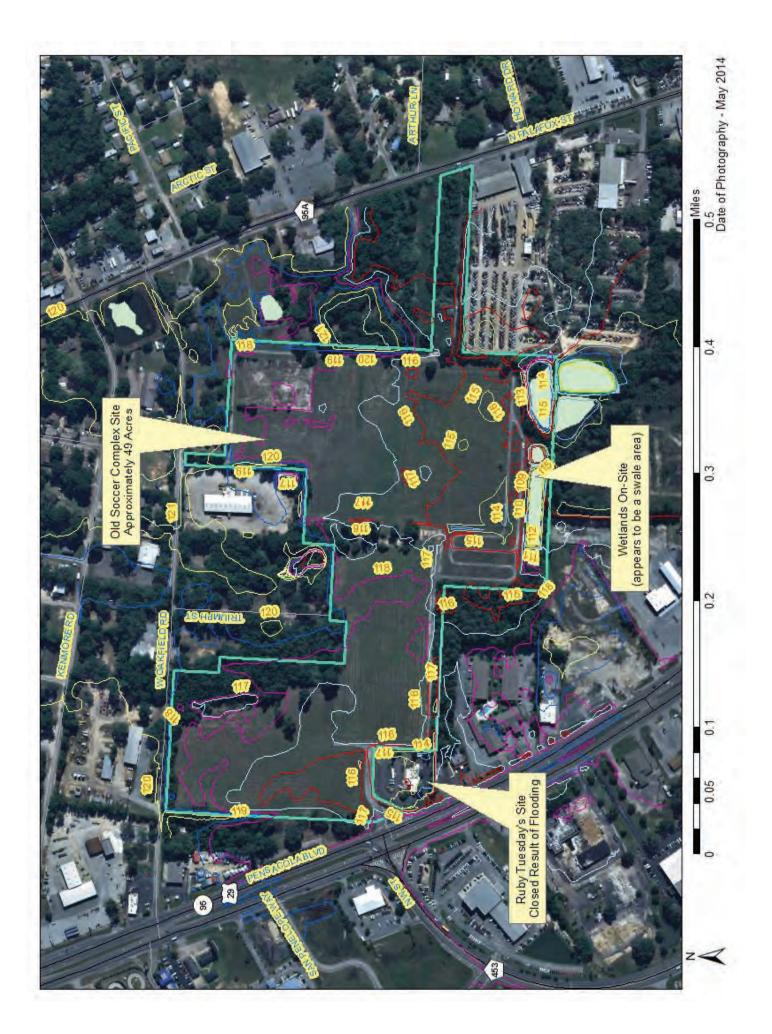
the duration of the construction project and transition into the new Design Criteria Professional to be Owner's Representative through facility. 3

DCP Fee Range of 3.1% to 4.9% of the Construction/Project Cost

 $$140,000,000 \times 3.1\% = $4,340,000$  $$140,000,000 \times 4.9\% = $6,860,000$ 

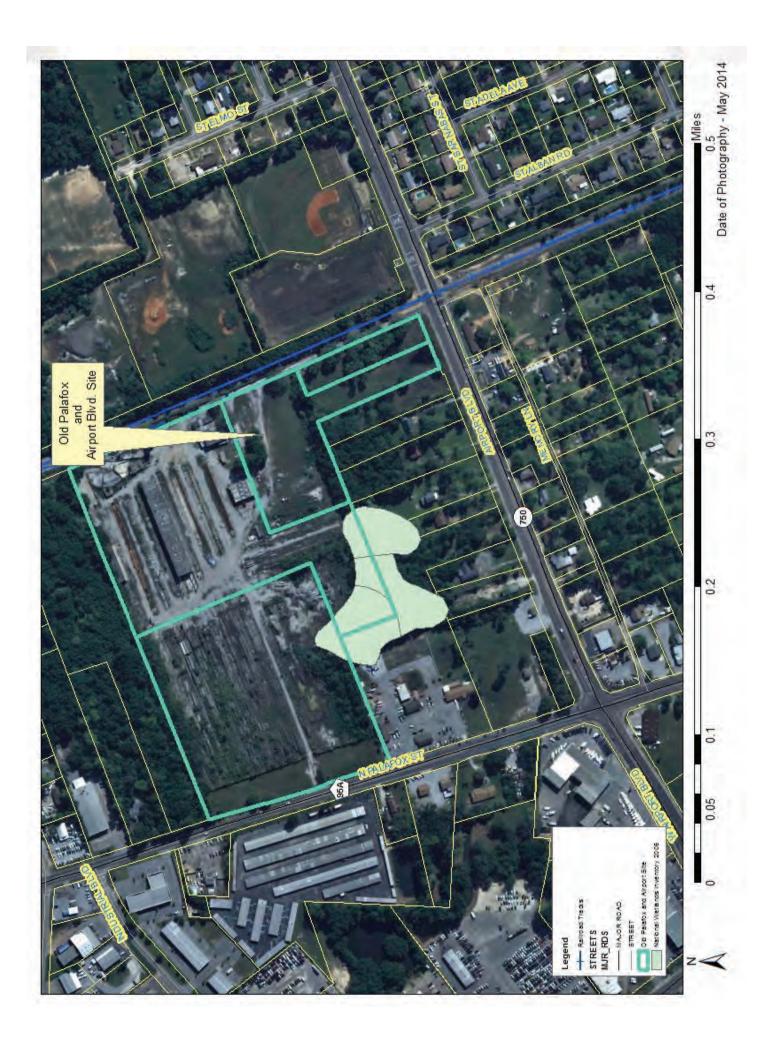
## Old Soccer Complex

ltem	Response	Notes
Acres	49	
Zoning	C-2	Change Required
FLU	COMM (C)	No Change Required
Traffic Concurrency	Sufficient	Hwy 29 at67% of PM peak hour capacity
Flood Zone	×	
Flood Potential	Major flood issues reported in the area including Ruby Tuesday, other commercial sites and residential houses.	Existing retention pond on the site could be analyzed/modified for this development.
County Owned	O <sub>N</sub>	PA Value is \$2,804,030, Owners did not respond to County's RLI.
Wetlands	Wetland features skirt the edge of the parcels	
Water Main	12" main on the east side of Hwy. 29	
Proximity to Schools (<1,000 ft)	ON	
Proximity to Rail (<1,000 ft)	ON	
Distance to Judicial Center	6.8 miles	
Topological Concerns	None listed	



# Old Palafox and Airport

ltem	Response	Notes
Acres	28	
Zoning	ID-1, C-1	Change Required
FLU	MU-U	No change required
Traffic Concurrency	Sufficient	Palafox St. at 77% of PM peak hour capacity
Flood Zone	×	
Flood Potential	No major flooding reported in the area following April floods.	Has a positive outfall possibility to a closed inlet/piping system located on Palafox.
County Owned	No	PA Value is \$1,196,224
Wetlands	Wetland features located in the extreme southern part of the property.	
Water Main	12" main on Old Palafox and Airport	
Proximity to Schools (<1,000 ft)	No	
Proximity to Rail (<1,000 ft)	Rail line abuts the property and runs north/south along the eastern portion of the property	
Distance to Judicial Center	5.8 miles	
Topological Concerns	None listed	



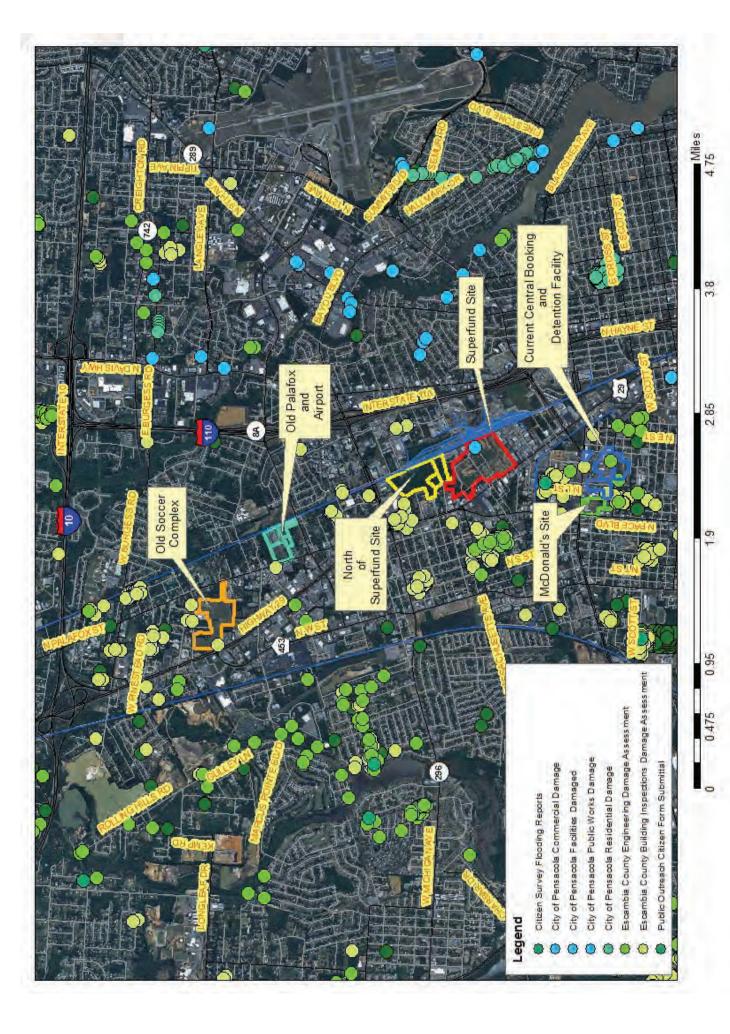
### Current Jail Site

ltem	Response	Notes
Acres	48	
Zoning	R-4	Legal non–conforming use (grandfathered)
FLU	MU-U	
Traffic Concurrency	Sufficient	Leonard St at 9% of PM peak hour capacity
Flood Zone	×	
Flood Potential	Site has flooded in 2009, 2012 and 2014	There is a possibility of a positive outfall possibility to a closed conveyance inlet/piping system. This system is connected to the L St. pond, which is undersized, and the overflow discharge structure from the pond is undersized.
County Owned	Yes	
Wetlands	No	
Water Main	6" on Leonard and H St. /8" on L St.	
Proximity to Schools (<1,000 ft)	No	
Proximity to Rail	No	
Proximity to Judicial	3.2 miles	
Topological Concerns	None listed	

## McDonald's Site

ltem	Response	Notes
Acres	12.7	
Zoning	C-2	Change Required
FLU	COMM (C)	No Change Required
Traffic Concurrency	Sufficient	Fairfield Dr at 80% of PM peak hour capacity
Flood Zone	×	
Flood Potential	Major flood issues reported in the area including ECAT, Health Department, CBDF	There is a possibility of a positive outfall possibility to a closed conveyance inlet/piping system. This system is connected to the L St. pond, which is undersized, and the overflow discharge structure from the pond is undersized.
County Owned	No	PA value = \$1,766,717, Owners did not respond to County RLI.
Wetlands	No	
Water Main	6" on Leonard/8" on Pace and Fairfield	
Proximity to Schools (<1,000 ft)	NO	
Proximity to Rail	No	
Distance to Judicial Center	3.8 miles	
Topological concerns	None listed	





Al-7679 Clerk & Comptroller's Report 15. 1.

BCC Regular Meeting Consent

Meeting Date: 02/19/2015

**Issue:** TDT Collections Data for the December 2014 Returns Received in

January 2015

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

### **Recommendation:**

Recommendation Concerning Acceptance of TDT Collection Data for the December 2014 Returns received in January 2015

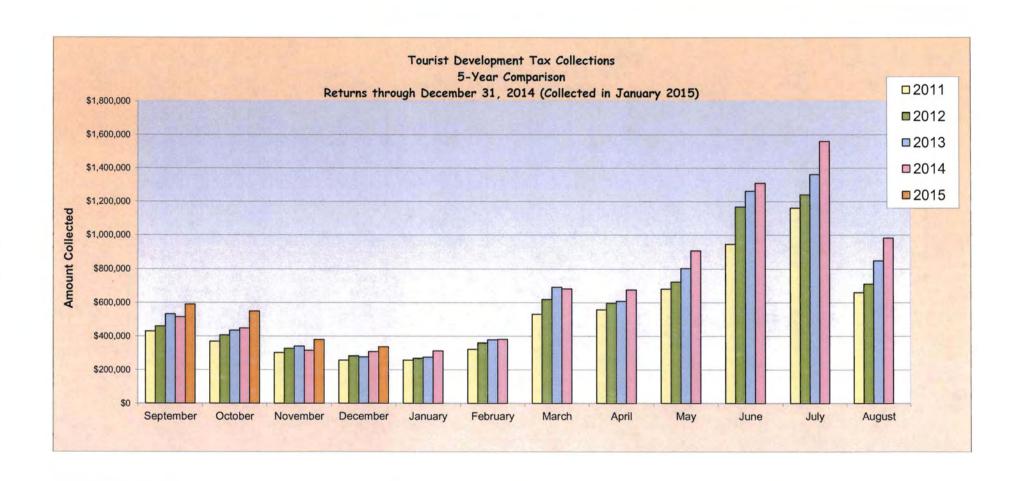
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the December 2014 returns received in the month of January 2015, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the fourth month of collections for the Fiscal Year 2015; total collections for the month of December 2014 returns was \$335,807.41; this is a 9% increase over the December 2013 returns; total collections year-to-date are 17% more than the comparable time frame in Fiscal Year 2014.

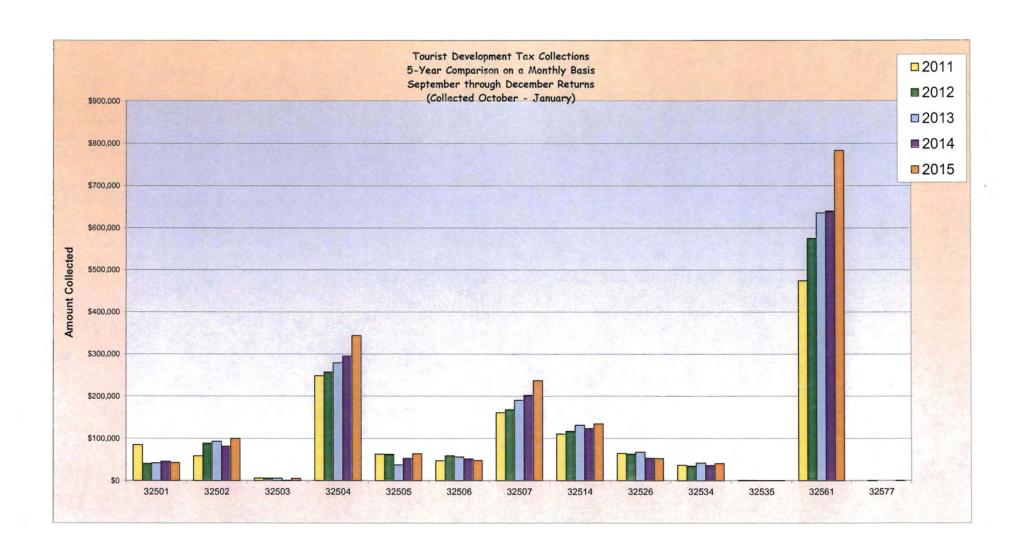
### **Attachments**

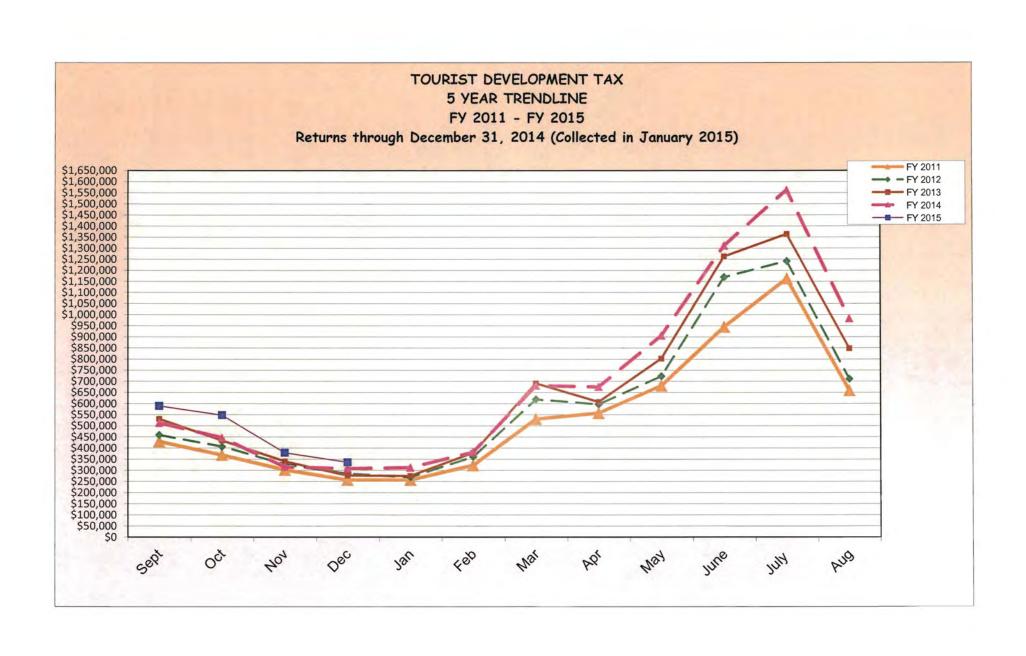
TDT Collection for December 2014 returns received in the month of January 2015

### FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA REPORTED IN FISCAL YEAR FORMAT ESCAMBIA COUNTY FLORIDA AS OF JANUARY 2015

Zip Code	Fiscal Year 2015 YTD Collected		iscal Year 2014 D Collected	Di	fference	% Change
32501	42,771		45,609		(2,838)	-6%
32502	99,902		81,254		18,648	23%
32503	5,536		706		4,830	684%
32504	343,621		295,082		48,539	16%
32505	64,083		53,065		11,018	21%
32506	47,986		51,778		(3,792)	-7%
32507	237,109		202,153		34,956	17%
32514	134,389		123,345		11,044	9%
32526	52,486		53,177		(691)	-1%
32534	40,674		36,196		4,478	12%
32535	543		641		(98)	-15%
32561	783,058		640,194		142,864	22%
32562			5		4	0%
32577	415	ř .	and the de		415	0%
Total	\$ 1,852,573	\$	1,583,200	\$	269,373	17%







### FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA ESCAMBIA COUNTY FLORIDA FISCAL YEAR 2015 AS OF JANUARY 31, 2015

	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		
10/14	12,080	2%	28,432	5%	1,001	0%	90,027	15%	17,610	3%		
11/14	11,576	2%	28,797	5%	1,508	0%	91,522	17%	19,570	4%		
12/14	10,150	3%	23,205	6%	1,947	1%	85,208	22%	12,546	3%		
01/15	8,965	3%	19,469	6%	1,080	0%	76,865	23%	14,358	4%		
Total	\$ 42,771	2%	\$ 99,902	5%	\$ 5,536	0%	\$ 343,621	19%	\$ 64,083	3%		

Month of Collection						Zip Code				
	32506		32507		32514		32526		32534	
	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
10/14	13,395	2%	91,990	16%	34,533	6%	13,979	2%	10,808	2%
11/14	14,690	3%	75,256	14%	36,155	7%	14,417	3%	10,733	2%
12/14	12,375	3%	38,153	10%	31,823	8%	14,509	4%	9,370	2%
01/15	7,525	2%	31,710	9%	31,878	9%	9,581	3%	9,763	3%
Total	\$ 47,986	3%	\$ 237,109	13%	\$ 134,389	7%	\$ 52,486	3%	\$ 40,674	2%

			0.00		Zip Code						
	32535		32561		32562			32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Moli Are	1	% OF Total	Total Month	% OF Total
10/14	124	0%	275,711	47%		0%	_		0%	589,690	100%
11/14	213	0%	243,220	44%	- 4	0%		415	0%	548,072	100%
12/14	104	0%	139,615	37%		0%			0%	379,004	100%
01/15	102	0%	124,512	37%		0%		14	0%	335,807	100%
Total	\$ 543	0%	783,058	42%	\$ .	0%	\$	415	0%	\$ 1,852,573	100%

### FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA ESCAMBIA COUNTY FLORIDA FISCAL YEAR 2014 AS OF JANUARY 31, 2014

						Zip Code				
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mail & 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
10/13	13,055	3%	21,773	4%	75	0%	76,053	15%	12,054	2%
11/13	12,292	3%	22,419	5%	337	0%	79,832	18%	13,031	3%
12/13	10,461	3%	19,841	6%	127	0%	70,184	22%	14,698	5%
01/14	9,802	3%	17,221	6%	167	0%	69,013	22%	13,282	4%
Total	\$ 45,609	3%	\$ 81,254	5%	\$ 706	0%	\$ 295,082	19%	\$ 53,065	3%

Month of Collection						Zip Code					
	32506		32507		32514		32526		32534		
	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 Bivd North Area	% OF	
10/13	13,722	3%	82,444	16%	34,979	7%	13,977	3%	9,085	2%	
11/13	13,745	3%	57,245	13%	34,218	8%	12,873	3%	9,119	2%	
12/13	12,566	4%	29,239	9%	23,703	8%	13,183	4%	8,083	3%	
01/14	11,745	4%	33,224	11%	30,444	10%	13,144	4%	9,909	3%	
Total	\$ 51,778	3%	\$ 202,153	13%	\$ 123,345	8%	\$ 53,177	3%	\$ 36,196	2%	

Month of Collection				2	ip Code						
	32535		32561		32562	32562					
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area		% OF Total	Total Month	% OF Total
10/13	241	0%	236,152	46%		0%		-	0%	513,612	100%
11/13	208	0%	191,726	43%		0%			0%	447,045	100%
12/13	104	0%	113,290	36%		0%		-	0%	315,477	100%
01/14	89	0%	99,026	32%		0%		~	0%	307,066	100%
Total	\$ 641	0% \$	640,194	40%	\$ -	0%	\$		0%	\$ 1,583,200	100%

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

Month Of		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2006-2015										
	For The											
Collection	Month Of	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	
OCT	SEP	\$302,728	\$245,125	\$288,077	\$277,444	\$274,902	\$321,850	\$343,637	\$398,300	\$385,209	\$442,268	
NOV	OCT	262,261	224,646	238,591	231,361	238,423	276,214	304,579	325,198	335,284	411,054	
DEC	NOV	229,491	212,939	206,205	185,367	214,475	226,459	244,845	254,898	236,608	284,253	
JAN	DEC	198,766	179,798	163,665	169,734	164,750	192,546	212,164	207,117	230,300	251,856	
TOTAL		\$993,246	\$862,507	\$896,538	\$863,907	\$892,551	\$1,017,069	\$1,105,225	\$1,185,513	\$1,187,401	\$1,389,430	

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS  COLLECTED 2006-2015											
Month Of	For The												
Collection	Month Of	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015		
ост	SEP	\$100,760	\$81,708	\$96,026	\$92,482	\$91,634	\$107,283	\$114,546	\$132,767	\$128,403	\$147,422		
NOV	ост	87,266	74,882	79,530	77,120	79,474	92,072	101,526	108,399	111,761	137,018		
DEC	NOV	76,287	70,980	68,735	61,789	71,492	75,487	81,615	84,966	78,869	94,751		
JAN	DEC	65,960	59,933	54,555	56,578	54,917	64,182	70,721	69,039	76,767	83,952		
	TOTAL	\$330,273	\$287,502	\$298,846	\$287,969	\$297,517	\$339,023	\$368,408	\$395,171	\$395,800	\$463,143		

Al-7719 Clerk & Comptroller's Report 15. 2.

BCC Regular Meeting Consent

Meeting Date: 02/19/2015

**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 Agenda Work Session held February 5, 2015;
- B. Approve the Minutes of the Regular Board Meeting held February 5, 2015; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held January 15, 2015.

(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)

### **Attachments**

20150205 Agenda Work Session

### REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION HELD FEBRUARY 5, 2015

### BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING 221 PALAFOX PLACE, PENSACOLA, FLORIDA

(9:04 a.m. – 11:15 a.m.)

Present: Commissioner Steven L. Barry, Chairman, District 5

Commissioner Grover C. Robinson IV, Vice Chairman, District 4

Commissioner Lumon J. May, District 3

Commissioner Wilson B. Robertson, District 1 Commissioner Douglas B. Underhill, District 2

Jack R. Brown, County Administrator

Alison Rogers, County Attorney

Lorraine Hudson, Manager, Treasury/Payroll, Clerk and Comptroller's Office Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

- 1. <u>FOR INFORMATION:</u> The agenda for the February 5, 2015, Regular Board Meeting, was reviewed as follows:
  - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC agenda, with comments from County Administrator Brown, who introduced Michael Tidwell, Director of the Corrections Department; Commissioner May, who requested that an update concerning jail employees and inmates at a Committee of the Whole Workshop within in the next 30-45 days; and Chief Deputy Eric Haines regarding enforcement of the County's Panhandling Ordinance;
  - B. Lorraine Hudson, Manager, Treasury/Payroll, Clerk and Comptroller's Office, reviewed the Clerk's Report;
  - C. Horace Jones, Interim Director, Development Services Department, reviewed the Growth Management Report;

(Continued on Page 2)

### REPORT OF THE AGENDA WORK SESSION - CONTINUED

### 1. Continued...

- D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report (CAR), with comments from Joy Blackmon, County Engineer, regarding CAR II-5, a recommendation concerning the Addison Drive drainage and slope repair, CAR II-12, a recommendation concerning awarding a contract for PD 14-15.06, "Olive Road "West Corridor," and CAR II-13, a recommendation concerning the Olive Road East Multi-Lane Reconstruction and Drainage Project; Colby Brown, Engineer, Traffic Division, regarding CAR II-11, a recommendation concerning awarding a contract for PD 14-15.011, "Assembly Kits for ECAT Bus Shelters"; Keith Wilkins, Community & Environment Department Director, regarding CAR III-4, a recommendation concerning an update regarding a RESTORE Project update; and Chips Kirschenfeld, Water Quality and Land Management Division Manager, who provided an update regarding a proposal submitted by the State of Florida to the Gulf Coast Ecosystem Restoration Council for a Watershed Estuary Program for Northwest Florida; and
- E. County Attorney Rogers reviewed the County Attorney's Report.
- 2. FOR INFORMATION: The Board took the following actions:

### A. CAR III-1

Motion made by Commissioner Robinson, seconded by Commissioner Robertson, and carried unanimously, approving to reschedule CAR Discussion Item III-1 for March 5, 2015.

### B. 3:32 p.m. Public Hearing

Motion made by Commissioner Robinson, seconded by Commissioner Robertson, and carried unanimously, approving to drop the 3:32 p.m. Public Hearing.

- 3. <u>FOR INFORMATION:</u> The Board heard comments from Commissioner Robinson concerning settlement of the lawsuit against DJJ (Department of Juvenile Justice).
- 4. <u>FOR INFORMATION:</u> The Board was advised by County Attorney Rogers that Richard Gentry, the County's State Lobbyist, has alerted her about a Bill being introduced, which reads that, if a local government pays association dues, that association is not allowed to sue the State.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7647 Growth Management Report 15. 1.

BCC Regular Meeting Public Hearing

Meeting Date: 02/19/2015

**Issue:** 5:46 p.m. - A Public Hearing - Borrow Pits and Reclamation Activities

**From:** Horace Jones, Interim Department Director

Organization: Development Services

## **RECOMMENDATION:**

5:46 p.m. - Recommendation Concerning the Review of an Ordinance Addressing Borrow Pits and Reclamation Activities, Amending Articles 6, 7 and 12 of the Land Development Code

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Article 6, Section 6.04.00 General provisions, 6.05.00 District Regulations, Article 7, Performance Standards and Article 12, Part II, Conservation.

This hearing serves as the second of two required public hearings before the Board of County Commissioners (BCC) as set forth in Section 2.08.04(b) and F.S. 125.66(4)(b).

At the January 13, 2015, Planning Board Meeting, the Board recommended approval of this Ordinance.

## **BACKGROUND:**

On August 21, 2014, the Escambia County Board of County Commissioners adopted a temporary moratorium on permitting or re-permitting borrow pits, borrow pit reclamation facilities, construction and demolition debris, land clearing debris facilities and other landfill operations; in adopting the temporary moratorium, the Board sought to provide its staff with the opportunity to study the issue of regulating these facilities and to propose standards relating to the location and performance of these facilities; staff has accordingly developed definitions, locational criteria, and performance standards to protect the public health, safety, and welfare and to promote the efficient and safe operation of these facilities.

## **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 Alison Rogers, 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:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

**Attachments** 

Borrow Pits (DRAFT) Packet Borrow Pits (Clean) Packet

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**SECTION 1.** 

BCC 2-19-15 DRAFT

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as described in Attachment A. **Borrow Pits and Reclamation Activities** 

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.05.00, AMENDING REGULATIONS REGARDING **BORROW PITS** AND USE **RECLAMATION ACTIVITIES IN VARIOUS ZONING DISTRICTS:** AMENDING ARTICLE 6, SECTION 6.08.02.M, AMENDING THE STANDARDS REGULATING CONDITIONAL USES FOR BORROW PITS AND LAND CLEARING DEBRIS DISPOSAL SITES: AMENDING ARTICLE 7, SECTION 7.07.01, AMENDING THE STANDARDS **ADVERSE** REGULATING OFF-SITE IMPACTS FOR **AMENDING** ARTICLE 7, SECTION 7.07.07, **AMENDING** STANDARDS REGULATING ADVERSE OFF-SITE IMPACTS FOR BORROW PITS, INCLUDING MINING AND RESOURCE EXTRACTION AND ASSOCIATED RECLAMATION ACTIVITIES; DELETING IN ITS ENTIRETY ARTICLE 12, PART II, CONSERVATION, REGARDING EXTRACTION OF NATURAL AND/OR **RESOURCES:** PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN

WHEREAS, on August 21, 2014, the Escambia County Board of County Commissioners adopted a temporary moratorium on permitting or re-permitting borrow pits, borrow pit reclamation facilities, construction and demolition debris, land clearing debris facilities and other landfill operations; and

THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in adopting the temporary moratorium, the Board sought to provide its staff with the opportunity to study the issue of regulating these facilities and to propose standards relating to the location and performance of these facilities: and

WHEREAS, Escambia County staff has accordingly developed definitions, locational criteria, and performance standards to protect the public health, safety, and welfare and to promote the efficient and safe operation of these facilities.

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

Part III of the Escambia County Code of Ordinances, the Land Development

#### **ZONING AND USES.**

Code of Escambia County, Article 6, Zoning Districts, Sections 6.05.00, District Regulations, and 6.08.02 Standards Regulating Conditional Uses are hereby amended

#### **SECTION 2.** PERFORMANCE STANDARDS.

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Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 7, Performance Standards, Sections 7.07.01.A. Prohibitions, 7.07.01.D. Hours of Operation, 7.07.07.A. Setbacks for excavation, 7.07.07.G. Fences and Gates, 7.07.07.H. Screening, 7.07.07.K. Reclamation activities, 7.07.07.L. Exceptions for existing pits and/or reclamation activities and 7.07.07.M. Reclamation of existing pits involving land clearing debris disposal, thereof, are hereby amended as described in Attachment B.

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#### **COASTAL MANAGEMENT/CONSERVATION. SECTION 3.**

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Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 12, Coastal Management/Conservation, Part II. Conservation, is hereby amended as described in Attachment C.

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#### **SECTION 4.** SEVERABILITY.

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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.

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#### **SECTION 5.** INCLUSION IN CODE.

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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 (2011); 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.

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1	<b>SECTION 6.</b>	EFFECTIVE DATE.		
2 3	This Ordinar	nce shall become effecti	ve upon filing with	the Department of State.
4				
5	DONE AND ENAC	TED this day of _		2015.
6				
7			BOARD OF C	OUNTY COMMISSIONERS
8			OF ESCA	MBIA COUNTY, FLORIDA
9				
10			By:	
11				Steven Barry, Chairman
12				
13	ATTEST: PAM			
14	Clerk	of the Circuit Court		
15				
16	Ву: _			
17		Deputy Clerk		
18	(SEAL)			
19				
20	ENACTED:			
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22	FILED WITH THE	DEPARTMENT OF STA	ATE:	
23				
24	EFFECTIVE DATE:			
<ul><li>25</li><li>26</li></ul>				

#### 6.04.00. General provisions.

## 6.04.20. Summary of zoning categories relating to Borrow Pits and Reclamation Activities

ZONING	BORROW PIT	RECLAMATION
DISTRICT		<u>ACTIVITIES</u>
<u>AG</u>	<u>P1</u>	<u>P1</u>
RR	<u>CU</u>	<u>CU</u>
AMU-1	<u>X</u>	<u>X</u>
AMU-2	<u>X</u>	<u>X</u>
<u>R-1 THRU R-6</u>	<u>X</u>	<u>X</u>
<u>C-1</u>	<u>CU</u>	<u>CU</u>
<u>C-2</u>	<u>CU</u>	<u>CU</u>
<u>C-2NA</u>	<u>CU</u>	<u>U</u>
<u>ID-CP</u>	<u>CU</u>	<u>U</u>
<u>ID-1</u>	<u>CU</u>	<u>CU</u>
<u>ID-2</u>	<u>CU</u>	<u>CU</u>
<u>S-1/S-1PK</u>	<u>X</u>	<u>X</u>
<u>SDD</u>	<u>X</u>	<u>X</u>
<u>VAG-1 &amp;2</u>	<u>P1</u>	<u>P1</u>
<u>VR (1-3)</u>	<u>P1</u>	<u>P1</u>
<u>V (1-3)</u>	<u>X</u>	<u>X</u>
<u>V-4</u>	<u>X</u>	<u>X</u>
<u>V-5</u>	<u>X</u>	<u>X</u>
<u>VM-1&amp;2</u>	<u>X</u>	<u>X</u>
<u>GBD</u>	<u>X</u>	<u>X</u>
GID	<u>X</u>	<u>X</u>
<u>GMD</u>	<u>X</u>	<u>X</u>
<u>P</u>	<u>P</u>	<u>P</u>
<u>WMU</u>	<u>X</u>	<u>X</u>
LEGEND:		

**P-PERMITTED** 

**P1-PERMITTED ONLY IF 20 ACRES OR MORE** 

**CU-CONDITIONAL USE 20 ACRES OR MORE** 

X-NOT PERMITTED

If located under AIPD a Conditional Use will be required

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## 6.05.00. District regulations.

6.05.01. AG agricultural district, low density.

- B. Permitted uses.
  - 21. Borrow pit and reclamation activities 20 acres minimum and (thereof subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).

1	21. Borrow pits and reclamation activities thereof (subject to local permit and development
2	review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and
3	performance standards in Part III, the Land Development Code, article 7).
4	2 <del>2</del> _1. Temporary structures. (See section 6.04.16)
5	2 <del>3</del> -2. Arcade amusement centers and bingo facilities.
6	24-3. Outdoor sales.
7	25-4. Other uses similar to those permitted herein. Determination on other permitted uses shall
8	be made by the planning board (LPA).
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10	C. Conditional uses.
11	8. Borrow pit and reclamation activities 20 acres minimum and subject to local permit and
12	development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42,
13	article VIII, and performance standards in Part III, the Land Development Code, article 7.
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15	6.05.17. ID-CP commerce park, district (cumulative).
16	D. Prohibited uses.
17	8. Borrow pits and reclamation activities thereof (subject to local permit and development review
18	requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and
19	performance standards in Part III, the Land Development Code, article 7).
20	9 <u>8</u> . Landfills.
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22	6.05.18. ID-1 light industrial district (cumulative) (no residential uses allowed).
23	B. Permitted uses.
24	6. Borrow pits and reclamation activities thereof (subject to local permit and development review
25	requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and
26	performance standards in Part III, the Land Development Code, article 7).
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28	6.05.19. ID-2 general industrial district (noncumulative).
29	B. Permitted uses.
30	6. Borrow pits and reclamation activities thereof (subject to local permit and development review
31	requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and
32	performance standards in Part III, the Land Development Code, article 7).
33	7. <u>6</u> . Paper mills.
34	8.7. Refineries.
35	9. 8. Rendering plants and slaughter houses.
36	<del>10</del> . <u>9</u> . Steel mills.
37	11. 10. Public utility and service structures.
38	13. 11. Junkyards, salvage yards, and waste tire processing facilities.
39	14. 12. Other uses similar to those listed herein. Recommendations on other permitted uses shall
40	be made by the planning board (LPA) and based on an application for such other use. Final
41	determination shall be made by the BCC upon receipt of the planning board's (LPA's)
42	recommendation.
43	<del>15</del> . <u>13.</u> Cemeteries.
44	<del>16</del> . <u>14.</u> Family cemeteries.
45	<del>17</del> . <u>15.</u> Funeral establishments.
46	18. 16. Cinerators, cremation services, direct disposal establishments.

6.05.23. VR villages rural residential districts.

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1 B. Permitted uses. 2 23. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit 3 and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 4 42, article VIII, and performance standards in Part III, the Land Development Code, article 7). 5 Borrow pit and reclamation activities 20 acres minimum and subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, 6 7 article VIII, and performance standards in Part III, the Land Development Code, article 7. 8 9 C. Conditional uses. 10 1. Mobile home parks, duplexes, triplexes, and guadraplexes. 11 2. Public buildings for general administrative, executive or studio functions, or for general 12 warehousing or maintenance operations (see section 6.08.02). 13 3. Shooting ranges, gun and rifle clubs, etc. 14 4. Hunting preserve, shooting ranges, gun and rifle clubs, etc. 15 5. Wastewater treatment facilities, electric power generation facilities or substations, and solid 16 waste transfer stations, collection points and/or processing facilities. 6. Hospitals, clinics, nursing homes and similar uses. 17 18 7. Borrow pits and reclamation activities thereof (subject to local permit and development review 19 requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and 20 performance standards in Part III, the Land Development Code, article 7). 21 8.7. Junkyards, salvage yards, and waste tire processing facilities. 22 9. 8. Any conditional use permitted in the preceding villages districts. 23 6.05.24. V villages single-family residential district. 24 25 B. Permitted uses. 26 7. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit 27 and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 28 42, article VIII, and performance standards in Part III, the Land Development Code, article 7). 29 8. 7. Family cemeteries. 30 31 6.05.27. VM-1 villages mixed residential/commercial district. 32 B. Permitted uses. 11. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit 33 34 and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7). 35 36 12 11. Cemeteries – two acres. 37 13 12. Family cemeteries. 38 14 13. Funeral establishments 39 1514. Other uses which are similar or compatible to the uses permitted herein that would 40 promote the intent and purposes of this district. Determination on other permitted uses shall be 41 made by the planning board (LPA).

6.05.29. GBD--Gateway business district.

B. Permitted uses.

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1	3. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit
2	and development review requirements per Escambia County Code of Ordinances, Part I, Chapter
3	42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
4	4.3. Family cemeteries.
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6	6.05.30. GIDGateway industrial district.
7	B. Permitted uses.
8	3. Borrow pits and reclamation activities thereof (subject to local permit and development review
9	requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and
10	performance standards in Part III, the Land Development Code, article 7).
11	4-3. Funeral establishments.
12	<del>5.</del> <u>4.</u> Family cemeteries.
13	6. <u>5.</u> Cemeteries-Two acres.
14	7. 6. Cinerators, cremation services, direct disposal establishments.
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16	6.08.02. Standards regulating conditional uses. In addition to the general provisions cited above, a
17	conditional use may be permitted by the (BOA) provided the proposed conditional use complies with
18	the standards of this Code and the following requirements:
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20	M. Borrow pits and land clearing debris disposal sites.
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22	1. Sites shall require access from adequately wide paved roads where trucks hauling excavated
23	materials or debris to/from the site do not require access on local residential roads.
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25	2. The scale, intensity and operation of use shall not generate unreasonable noise, traffic, odors,
26	dust, or other potential nuisances or hazards to contiguous residential properties.
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28	3. Sites shall not be located within proximity of any place of worship, school, cemetery, public
29	park, residential subdivision, or land platted as a residential subdivision existing at the time of
30	application for the development order.
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32	4-3. The applicant shall submit a boundary survey and description of anticipated excavation
33	phases for a borrow pit as well as a reclamation plan for affected lands. The same requirements
34	shall apply to a development plan explaining:
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36	a. Proposed practices to protect adjacent land and water resources, minimize erosion, and
37	treat stormwater runoff.
38	b. Safety features of the development plan.
39	c. Landscaped areas, particularly treatment of property lines in the proximity of residential
40	uses.
41	d. The applicant's reclamation plan.
42	e. Time schedule that meets the requirements of the permitting agency.
43	f. Method, manner, and type of revegetation of affected areas.
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45	4. Minimum parcel size is 20 acres.
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1	5. Conditional use approval pursuant to this subsection does not waive an applicant's duty to
2	meet any other county, state, or federal permitting requirements or performance standards.
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4	6. Notwithstanding the uses listed for any zoning district, the conditional use approval process
5	shall be waived for any borrow pit or reclamation activity that is located 1000 feet on all sides
6	from any residential use or zoning district and is serviced by an adjacent arterial or collector road.

A. *Prohibitions*. It shall be unlawful, except as expressly permitted herein, to make, cause, or allow the making of any noise or sound which exceeds the limits set forth in this article or the in any county noise ordinance contained in chapter 1-20.3 of the Code of Ordinances regulating noise. Chapter 1-20.3 The Escambia County Code of Ordinances contains the principal noise regulations; the following provisions deal with development issues only.

B. Measurement of sound. The measurement of sound or noise shall be made with a calibrated sound or noise level meter. A calibration check shall be made at the time of any noise measurement. Measurements recorded shall be taken so as to provide a proper representation of the noise source. A windscreen for the sound level meter microphone shall be used when required. Traffic, aircraft and other transportation noise sources and other background noises shall not be considered in taking measurements except where such background noise interferes with the primary noise being measured. All measurements shall be made at the property line of the subject property and such measurements shall be taken at least five feet above grade and for a period of not less than two minutes.

C. Maximum permissible sound levels. No manufacturing or commercial use shall operate or cause to be operated any source of sound in such a manner as to create a sound level which exceeds the limits set forth below at the time of land use certificate/site plan review, the applicant may be asked to certify the intent to meet the specified standard:

Table 7.07.01.C Sound Level Limits

Use Occupancy	Time	Sound Level Limit dB
Commercial/	7:00 a.m.—10:00 p.m.	75
tourist	10:00 p.m.— 7:00 a.m.	70
Manufacturing ID-P	At all times	60
ID-1 or ID-2	6:00 a.m.—10:00 p.m.	95
	10:00 p.m.— 6:00 a.m.	85

#### D. Hours of operation.

1. Mining, borrow pit, resource extraction, and reclamation activities, {including land clearing debris} and construction and demolition debris disposal}, that require trucks and heavy equipment to traverse through residential areas as their only access path to pit operations are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday through Friday and between 8:00 a.m. and 2:00 p.m. on Saturday. (See section 7.11.09.) Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

2. Mining, borrow pit, resource extraction, and reclamation activities \_{including land clearing debris} and construction and demolition debris disposal; that access their operations without traversing through residential areas {i.e., via principal and minor arterial roadways} are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday through Saturday. (See section 7.11.09.) Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

- 3. Exceptions. Exceptions to the above noted operating hours may be authorized by federal, state, and/or county authorities in cases of emergency or when determined by such authorities to best serve the public interest. Any exceptions require written approval by the county administrator, or his/her appointed designee, specifying the reason and allowed timeframe(s) for the exception.
- E. *Exemptions*. The following uses or activities are exempt from the noise level regulations noted in sections 7.07.01.A. through C., above, and chapter 1-20.3:
  - 1. Construction operations for which building permits have been issued, provided that such operations are limited to the hours between 5:00 a.m. and one hour after sunset, except that on Pensacola Beach:
  - a. No outside construction may begin before 6:30 a.m., if within 200 feet of an occupied residence; and
  - b. Owner-occupied single-family detached houses are exempt from the above restriction.
  - 2. Safety signals, warning devices, bells and chimes of churches;
  - 3. Noise from emergency vehicles, or noises resulting from emergency works;
  - 4. All noises coming from the normal operation of trains, aircraft (not including scale model aircraft), motor vehicles governed by F.S. § 316.293, or vessels operated upon the waters within or adjacent to Escambia County;
  - 5. Activities at Five Flags Speedway and/or other legally constructed and operated tracks or courses for competitive motor vehicles.

#### 7.07.07. Borrow pits (includes mining and resource extraction) and reclamation activities thereof.

- A. Setbacks for excavation. Borrow pit slope commencement (i.e., the outermost edge of excavation) shall be located a minimum of 25 feet from the adjoining owner's property boundary and/or adjacent right-of-way (ROW); however, minimum excavation setbacks shall be consistent with the setbacks to be applied in the applicant's reclamation plan. Setback provisions established herein include the required width for landscape screening and buffers subsequently noted herein. The following exceptions may apply:
  - 1. *Back to back pits.* The setback for slope commencement excludes property boundary lines between active pits using the same excavation area.
  - 2. Slope angles. Pits with a shallow excavation slope of 6:1 (i.e., six feet horizontal for each one foot vertical) may exceed the 50 foot setback up to the 20 100 foot minimum required width for landscape screening and buffer requirements. Steep pits allowed to exceed the required 2:1 slope ratio as provided in subsection C., below, shall require a 100 foot setback.
  - 3. 2. Site specific requirements. Increased setbacks may be required per the terms of the mandatory county development order to protect wellheads, environmental areas, and/or adjacent properties from adverse impacts. (reference comprehensive plan policies OBJ CON 1.5, among others).

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- C. Excavation slope requirements. The angle of repose for borrow pit/mining slopes shall be no greater than 2:1 (i.e., two feet horizontal for each one foot vertical) unless a professional engineer (P.E.) or professional geologist (P.G.) certifies that an angle of repose exceeding this ratio will prohibit any potential erosion or slumping, factoring into account the type of soil (i.e., clay, sand, etc.) and pertinent environmental conditions of the area.
- D. *Traffic requirements*. See section 7.11.09. Pit access shall be limited to routes having the least impact on residential areas, and the use shall be subject to all traffic concurrency requirements.
- E. *Permits*. See Escambia County Code of Ordinances, part I, <u>chapter 42</u>, Article VIII, <u>section 42-323</u>. A county resource extraction permit is required for extraction, removal and transportation of material excavated from the site. Permits for filling and/or reclamation of pits after removal of usable materials are subject to additional federal, state and/or local regulations as governed by the applicable regulatory authority.
- F. Hours of operation. Limited for pits and reclamation activities as indicated in section 7.07.01.D above.
- G. Fences and gates. A substantially built, esthetically pleasing security fence with appropriate gates for access, not less than six feet above grade, is required along the outer perimeter of the excavated area, with exception of the pit access point(s). Additional security features, such as barbed wire above the fence top, are encouraged permitted. Gates for access shall be locked at all times during

non-operating hours. Fences and gates shall be maintained in a reasonable condition to remain an effective barrier.

H. *Screening*. Portions of the pit visible from the public right-of-way or nearest residential use shall be screened with dense landscaping to achieve at least 75 percent opacity within two years. The landscape buffer shall be no less than ten feet in width at any given point and may be placed either inside or outside the required fence perimeter to achieve maximum dust and noise reduction and visible shielding. Earthen berms with a minimum height of three feet can be placed within this buffer area.

I. Buffers. In addition to the landscape screening noted above, a minimum ten-foot wide buffer is required parallel to, and inside, the required fence. Excavation, pit operations, parking, storage and disposal of debris are not permitted within the screening or buffer areas. The setback area may not be used for truck or equipment traffic, except as necessary to maintain the setback area and perimeter fence. Pit access point(s) shall be designed perpendicular to the buffer/screening width with the least disturbance to the buffer/screening zone that allows safe vehicle and equipment access to the operating site.

J. Signs. "No Trespassing" signs are required at each pit access point(s), every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. "No Trespassing" signs shall be maintained in legible condition.

K. Reclamation activities. Active reclamation activities shall be governed by the above any performance standards until such time as complete applicable to the reclamation has occurred occurring on site, in accordance with all federal, state, and local regulations and as approved by the division manager, development services in accordance with pursuant to the Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII. Reclamation involving land clearing debris disposal shall only be permitted to the minimum height above ground level that allows for environmental safety and stormwater runoff consistent with the surrounding environment and intended post-mining land use not to exceed six feet. Groundwater monitoring wells may be required for specific types of debris disposal per the applicable federal and state regulations and the terms of the required county-approved reclamation plan.

L. Exceptions for existing pits and/or reclamation activities thereof.

1. Setbacks/slopes. Existing pit owners and/or operators with pits that do not meet the setback and/or slope requirements established above shall have 180 days from the date of adoption of this ordinance (Ordinance 2005-23) to apply for a development order that establishes the criteria for required setbacks and/or slopes.

2. *Traffic requirements*. Traffic requirements are waived for existing pits when strict application would deny access to pit operations.

3. *Permits.* Permit requirements are established in the Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII.

5. Fences, gates, screening, and buffers. Existing pit owners and/or operators with pits that do not comply with the fence, gate, screening and buffering provisions above shall have 180 days from the date of the mandatory approved county development order to comply with the established provisions herein. Extensions for extenuating circumstances (e.g. large pits) may be approved per

provisions herein. Extensions for extenuating circumstances (e.g. large pits) may be approved per the terms of the mandatory development order on a case-by-case basis (reference Escambia

County Code of Ordinances, Part I, Chapter 42, Article VIII).

4. Hours of operation. Limited as noted above.

L. Existing permitted activities. For borrow pits, including resource extraction and reclamation activities, that were issued a Development Order or otherwise permitted by the County prior to August 21, 2014, grandfathering and vested rights of previously approved borrow pits and reclamation activities are to be addressed on a case-by-case basis, which will include consideration of the specific wording of Development Orders, permits, and any other land use approval issued by the County relating to the operation of the borrow pit or reclamation activity.

M. Reclamation of existing pits involving land clearing debris disposal. If reclamation activities involving land clearing debris disposal at existing pits already exceeds ground level as of the date of adoption of this ordinance (Ordinance 2005-23), no further increase in vertical height shall be permitted unless the height increase is certified by a professional engineer (P.E.), using best management practices, to be necessary for stormwater considerations and/or environmental safety not to exceed the permitted height as of September 16, 2004. Any such certification for height increases above ground level shall be consistent with the surrounding environment and intended post-mining land use.

(Ord. No. 97 8, § 1, 2-27-1997; Ord. No. 97 18, § 2, 6-5-1997; Ord. No. 97-51, § 1, 10-2-1997; Ord. No. 2005-23, § 5, 7-7-2005; Ord. No. 2007-60,

#### **PART II. - CONSERVATION**

#### 12.09.00. Mining and/or extraction of natural resources

12.09.01. Permit required. No commercial extraction of natural resources for sale shall be allowed unless and until the applicant for such extraction has first obtained a county resource extraction permit from the engineering department pursuant to the terms of the development order. Prior to issuance of a permit, the department shall receive authorization from the county engineer.

12.09.02. Permit requirements. Prior to issuing a resource extraction permit for a proposed resource extraction activity, the county engineer shall be assured that the following conditions have been met:

A. Existing and future resource extraction activities and lands used for such activities and any reclamation of any such lands shall be subject to all relevant rules and regulations including those established by F.A.C. chs. 16, 17, 18, and 39, the U.S. Clean Water Act, F.S. § 372.072, F.S. ch. 373, pt. IV, F.S. ch. 378, pt. IV, and F.S. ch. 403, local permit and development review requirements per the Escambia County Code of Ordinances, part I, chapter 42, article VIII, and the Land Development Code, article 7), among others. Before any existing resource extraction activity is permitted to expand and prior to approving any new resource extraction activities located within or adversely impacting environmentally sensitive areas, the application for expansion or establishment of a new extraction activity must be accompanied by a reclamation plan which meets all state environmental resource permit (ERP) requirements and reclamation standards required by F.A.C. ch. 62C 39, as well as comprehensive plan policies OBJ COA 2.1 and OBJ CON 1.5 for the area once the extraction activity has been completed.

B. The resource extraction activity will not degrade or impact adjacent natural, cultural or historic resources including environmentally sensitive lands, wetlands, white sands as protected pursuant to section 12.05.00 et seq. of this article, and others.

C. That the resource extraction activity is to be conducted more than 500 feet from any potable public water well or well field. The applicant for resource extraction must present information satisfactory to the CE wherein the locations of potable water wells or well fields are identified.

D. That the proposed resource extraction activity is compatible with adjacent land uses.

12.09.03. Regulated extraction activities. The following types of commercial resource extraction activities are regulated by this section. The listing is an example of the types of activities only, and is not to be construed as an all-inclusive list.

A. Mining activities.

B. Petroleum extraction.

C. Borrow pits.

D. Removal of white sand from beaches or other areas containing such white sand.

1 E. Mineral extraction (not including water). 2 3 F. Quarries. 4 5 12.09.04. Activities exempt. The following activities are exempt from the regulations of this section: 6 7 A. Routine agriculture. 8 9 B. Routine silviculture. 10 11 C. Incidental excavation conducted pursuant to valid permits issued by Escambia County for 12 construction or development activities. 13 14 D. Emergency activities necessary to protect lives and property. 15 16 However, for any development permit application filed with the county after July 1, 2012, the 17 county may not require as a condition of processing or issuing a development permit that an 18 applicant obtain a permit or approval from any state or federal agency unless the agency has issued 19 a final agency action that denies the federal or state permit before the county action on the local 20 development permit. Issuance of a development permit by the county does not in any way create 21 any rights in the part of the applicant to obtain a permit from a state or federal agency and does not 22 create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by the state or federal agency or undertakes 23 actions that result in a violation of state or federal law. 24 25 (Ord. No. 97-51, § 1, 10-2-1997; Ord. No. 2005-23, § 7, 7-7-2005; Ord. No. 2912-36, § 2(Exh. A), 9-6-26 2012; Ord. No. 2013-54, § 1(Exh. A), 12-5-2013)

## ORDINANCE NUMBER 2015-\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.05.00, AMENDING **BORROW** USE REGULATIONS REGARDING PITS RECLAMATION ACTIVITIES IN VARIOUS ZONING DISTRICTS: AMENDING ARTICLE 6, SECTION 6.08.02.M, AMENDING THE STANDARDS REGULATING CONDITIONAL USES FOR BORROW PITS AND LAND CLEARING DEBRIS DISPOSAL SITES; AMENDING ARTICLE 7, SECTION 7.07.01, AMENDING THE STANDARDS REGULATING **ADVERSE** OFF-SITE **IMPACTS** FOR AMENDING ARTICLE 7, **SECTION** 7.07.07, **AMENDING** STANDARDS REGULATING ADVERSE OFF-SITE IMPACTS FOR BORROW PITS. INCLUDING MINING AND RESOURCE EXTRACTION AND ASSOCIATED RECLAMATION ACTIVITIES; DELETING IN ITS ENTIRETY ARTICLE 12, PART II, CONSERVATION, REGARDING **EXTRACTION OF NATURAL** MINING AND/OR **RESOURCES:** PROVIDING FOR SEVERABILITY: PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** on August 21, 2014, the Escambia County Board of County Commissioners adopted a temporary moratorium on permitting or re-permitting borrow pits, borrow pit reclamation facilities, construction and demolition debris, land clearing debris facilities and other landfill operations; and

**WHEREAS,** in adopting the temporary moratorium, the Board sought to provide its staff with the opportunity to study the issue of regulating these facilities and to propose standards relating to the location and performance of these facilities; and

**WHEREAS,** Escambia County staff has accordingly developed definitions, locational criteria, and performance standards to protect the public health, safety, and welfare and to promote the efficient and safe operation of these facilities.

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

#### SECTION 1. ZONING AND USES.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, Zoning Districts, Sections 6.05.00, District Regulations, and 6.08.02 Standards Regulating Conditional Uses are hereby amended as described in Attachment A.

## **SECTION 2. PERFORMANCE STANDARDS.**

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 7, Performance Standards, Sections 7.07.01.A. Prohibitions, 7.07.01.D. Hours of Operation, 7.07.07.A. Setbacks for excavation, 7.07.07.G. Fences and Gates, 7.07.07.H. Screening, 7.07.07.K. Reclamation activities, 7.07.07.L. Exceptions for existing pits and/or reclamation activities and 7.07.07.M. Reclamation of existing pits involving land clearing debris disposal, thereof, are hereby amended as described in Attachment B.

## SECTION 3. COASTAL MANAGEMENT/CONSERVATION.

Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 12, Coastal Management/Conservation, Part II. Conservation, is hereby amended as described in Attachment C.

## 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, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

#### <u>SECTION 5.</u> <u>INCLUSION IN CODE.</u>

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 (2011); 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

SECTION 6.	EFFECTIVE DATE.	
This (	Ordinance shall become effecti	ve upon filing with the Department of State.
DONE AND	<b>ENACTED</b> this day of _	, 2015.
		BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA
		By:Steven Barry, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court	
	By: Deputy Clerk	
(SEAL)		
ENACTED:		

FILED WITH THE DEPARTMENT OF STATE:

**EFFECTIVE DATE:** 

## 6.04.00. General provisions.

## <u>6.04.20. Summary of zoning categories relating to Borrow Pits and Reclamation Activities</u>

ZONING DISTRICT	BORROW PIT	RECLAMATION ACTIVITIES
AG	<u>P1</u>	<u>P1</u>
RR	<u>CU</u>	<u>CU</u>
AMU-1	<u>X</u>	<u>X</u>
AMU-2	<u>X</u>	<u>X</u>
R-1 THRU R-6	<u>X</u>	<u>X</u>
<u>C-1</u>	<u>CU</u>	<u>CU</u>
<u>C-2</u>	<u>CU</u>	<u>CU</u>
C-2NA	<u>CU</u>	<u>U</u>
<u>ID-CP</u>	<u>CU</u>	<u>U</u>
<u>ID-1</u>	<u>CU</u>	<u>CU</u>
<u>ID-2</u>	<u>CU</u>	<u>CU</u>
<u>S-1/S-1PK</u>	<u>X</u>	<u>X</u>
<u>SDD</u>	<u>X</u>	<u>X</u>
<u>VAG-1 &amp;2</u>	<u>P1</u>	<u>P1</u>
<u>VR (1-3)</u>	<u>P1</u>	<u>P1</u>
<u>V (1-3)</u>	<u>X</u>	<u>X</u>
<u>V-4</u>	<u>X</u>	<u>X</u>
<u>V-5</u>	<u>X</u>	<u>X</u>
<u>VM-1&amp;2</u>	<u>X</u>	<u>X</u>
<u>GBD</u>	<u>X</u>	<u>X</u>
<u>GID</u>	<u>X</u>	<u>X</u>
<u>GMD</u>	<u>X</u>	<u>X</u>
<u>P</u>	<u>P</u>	<u>P</u>
<u>WMU</u>	<u>X</u>	<u>X</u>
LEGEND:		

LEGEND:

**P-PERMITTED** 

**P1-PERMITTED ONLY IF 20 ACRES OR MORE** 

**CU-CONDITIONAL USE 20 ACRES OR MORE** 

X-NOT PERMITTED

If located under AIPD a Conditional Use will be required

## 6.05.00. District regulations.

6.05.01. AG agricultural district, low density.

- B. Permitted uses.
  - 21. Borrow pit and reclamation activities <u>20 acres minimum and</u> (thereof—subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).

#### 6.05.02. RR rural residential district (cumulative), low density.

- B. Permitted uses.
  - 1. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
  - 21. Any use permitted in the preceding district except as noted below.
- C. Conditional uses.
  - 1. Public riding stables.
  - 2. Kennels.
  - 3. Animal hospitals and veterinary clinics.
  - 4. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations.
  - 5. Home occupations with employees.
  - 6. Country clubs, golf courses and tennis clubs.
  - 7. Any conditional use permitted in the preceding district, except antenna towers, cinerators, cremation services, and direct disposal establishments.
  - 8. Guest residence for medical care.
  - 9. Borrow pits and reclamation activities <u>20 acres minimum and</u> thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter
  - 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
  - 10. Solid waste transfer stations, collection points, and/or processing facilities.
- 6.05.03. AMU-1 airfield mixed use-1 district (noncumulative).
  - B. Permitted uses.
    - 11. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
    - 12. 11. Family cemeteries
- 6.05.05. R-1 single-family district, low density.
  - B. Permitted uses.
    - 7. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
    - 8. 7. Family cemeteries
- 6.05.16. C-2 General commercial and light manufacturing district (cumulative).
  - B. Permitted uses.
    - 21. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
    - 22-1. Temporary structures. (See section 6.04.16)

- 23-2. Arcade amusement centers and bingo facilities.
- 24-3. Outdoor sales.
- 25<u>4.</u> Other uses similar to those permitted herein. Determination on other permitted uses shall be made by the planning board (LPA).
- C. Conditional uses.
  - 8. Borrow pit and reclamation activities 20 acres minimum and subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7.
- 6.05.17. ID-CP commerce park, district (cumulative).
  - D. Prohibited uses.
    - 8. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
      9. 8. Landfills.
- 6.05.18. ID-1 light industrial district (cumulative) (no residential uses allowed).
  - B. Permitted uses.
    - 6. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
- 6.05.19. ID-2 general industrial district (noncumulative).
  - B. Permitted uses.
    - 6. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
    - 7.6. Paper mills.
    - 8.7. Refineries.
    - 9. 8. Rendering plants and slaughter houses.
    - 10. 9. Steel mills.
    - 11. 10. Public utility and service structures.
    - 13. 11. Junkyards, salvage yards, and waste tire processing facilities.
    - 44. 12. Other uses similar to those listed herein. Recommendations on other permitted uses shall be made by the planning board (LPA) and based on an application for such other use. Final determination shall be made by the BCC upon receipt of the planning board's (LPA's) recommendation.
    - 15. 13. Cemeteries.
    - 16. 14. Family cemeteries.
    - 17. 15. Funeral establishments.
    - 18. 16. Cinerators, cremation services, direct disposal establishments.

#### C. Conditional uses.

3. Borrow pit and reclamation activities 20 acres minimum and subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7.

- 6.05.20. S-1 and S-1PK outdoor recreational district (noncumulative).
  - B. Permitted uses.
    - 5. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
- 6.05.21. SDD special development district, (noncumulative) low density.
  - B. Permitted uses.
    - 12. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7). 13. 12. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).
    - 14. 13. Family cemeteries.
- 6.05.22. VAG villages agriculture districts.
  - B. Permitted uses.
    - 22. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7). Borrow pit and reclamation activities 20 acres minimum and subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7.
  - D. Conditional uses.
    - 1. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations (see section 6.08.02).
    - 2. Wastewater treatment facilities, electric power generation facilities or substations, and solid waste transfer stations, collection points and/or processing facilities.
    - 3. Oil wells/mineral extraction and commercial antenna towers more than 150 feet in height.
    - 4. Hospitals, clinics, nursing homes and similar uses.
    - 5. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
    - 6.5. Junkyards, salvage yards, and waste tire processing facilities.
    - 7.6. Cinerators, cremation services, direct disposal establishments.
- 6.05.23. VR villages rural residential districts.
  - B. Permitted uses.
    - 23. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7). Borrow pit and reclamation activities 20 acres minimum and subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7.

#### C. Conditional uses.

- 1. Mobile home parks, duplexes, triplexes, and quadraplexes.
- 2. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations (see section 6.08.02).
- 3. Shooting ranges, gun and rifle clubs, etc.
- 4. Hunting preserve, shooting ranges, gun and rifle clubs, etc.
- 5. Wastewater treatment facilities, electric power generation facilities or substations, and solid waste transfer stations, collection points and/or processing facilities.
- 6. Hospitals, clinics, nursing homes and similar uses.
- 7. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
- 8.7. Junkyards, salvage yards, and waste tire processing facilities.
- 9. 8. Any conditional use permitted in the preceding villages districts.

#### 6.05.24. V villages single-family residential district.

- B. Permitted uses.
  - 7. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7). 8. 7. Family cemeteries.
- 6.05.27. VM-1 villages mixed residential/commercial district.
  - B. Permitted uses.
    - 11. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
    - 12 11. Cemeteries two acres.
    - 13 12. Family cemeteries.
    - 14 13. Funeral establishments
    - 4514. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).
- 6.05.29. GBD--Gateway business district.
  - B. Permitted uses.
    - 3. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
    - 4.3. Family cemeteries.
- 6.05.30. GID--Gateway industrial district.
  - B. Permitted uses.
    - 3. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
    - 4. 3. Funeral establishments.
    - 5. 4. Family cemeteries.

- 6. 5. Cemeteries-Two acres.
- 7. 6. Cinerators, cremation services, direct disposal establishments.
- 6.08.02. Standards regulating conditional uses. In addition to the general provisions cited above, a conditional use may be permitted by the (BOA) provided the proposed conditional use complies with the standards of this Code and the following requirements:
- M. Borrow pits and land clearing debris disposal sites.
  - 1. Sites shall require access from adequately wide paved roads where trucks hauling excavated materials or debris to/from the site do not require access on local residential roads.
  - 2. The scale, intensity and operation of use shall not generate unreasonable noise, traffic, odors, dust, or other potential nuisances or hazards to contiguous residential properties.
  - 3. Sites shall not be located within proximity of any place of worship, school, cemetery, public park, residential subdivision, or land platted as a residential subdivision existing at the time of application for the development order.
  - 4.3. The applicant shall submit a boundary survey and description of anticipated excavation phases for a borrow pit as well as a reclamation plan for affected lands. The same requirements shall apply to a development plan explaining:
    - a. Proposed practices to protect adjacent land and water resources, minimize erosion, and treat stormwater runoff.
    - b. Safety features of the development plan.
    - c. Landscaped areas, particularly treatment of property lines in the proximity of residential uses.
    - d. The applicant's reclamation plan.
    - e. Time schedule that meets the requirements of the permitting agency.
    - f. Method, manner, and type of revegetation of affected areas.
  - 4. Minimum parcel size is 20 acres.
  - <u>5. Conditional use approval pursuant to this subsection does not waive an applicant's duty to meet any other county, state, or federal permitting requirements or performance standards.</u>
  - 6. Notwithstanding the uses listed for any zoning district, the conditional use approval process shall be waived for any borrow pit or reclamation activity that is located 1000 feet on all sides from any residential use or zoning district and is serviced by an adjacent arterial or collector road.

7.07.00. - Standards regulating adverse off-site impacts. 7.07.01. Noise.

- A. *Prohibitions*. It shall be unlawful, except as expressly permitted herein, to make, cause, or allow the making of any noise or sound which exceeds the limits set forth in this article or the in any county noise ordinance contained in chapter 1-20.3 of the Code of Ordinances regulating noise. Chapter 1-20.3 The Escambia County Code of Ordinances contains the principal noise regulations; the following provisions deal with development issues only.
- B. Measurement of sound. The measurement of sound or noise shall be made with a calibrated sound or noise level meter. A calibration check shall be made at the time of any noise measurement. Measurements recorded shall be taken so as to provide a proper representation of the noise source. A windscreen for the sound level meter microphone shall be used when required. Traffic, aircraft and other transportation noise sources and other background noises shall not be considered in taking measurements except where such background noise interferes with the primary noise being measured. All measurements shall be made at the property line of the subject property and such measurements shall be taken at least five feet above grade and for a period of not less than two minutes.
- C. Maximum permissible sound levels. No manufacturing or commercial use shall operate or cause to be operated any source of sound in such a manner as to create a sound level which exceeds the limits set forth below at the time of land use certificate/site plan review, the applicant may be asked to certify the intent to meet the specified standard:

Table 7.07.01.C Sound Level Limits

Use Occupancy	Time	Sound Level Limit dB
Commercial/	7:00 a.m.—10:00 p.m.	75
tourist	10:00 p.m.— 7:00 a.m.	70
Manufacturing ID-P	At all times	60
ID-1 or ID-2	6:00 a.m.—10:00 p.m.	95
	10:00 p.m.— 6:00 a.m.	85

#### D. Hours of operation.

- 1. Mining, borrow pit, resource extraction, and reclamation activities. (including land clearing debris) and construction and demolition debris disposal), that require trucks and heavy equipment to traverse through residential areas as their only access path to pit operations are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday through Friday and between 8:00 a.m. and 2:00 p.m. on Saturday. (See section 7.11.09.) Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.
- 2. Mining, borrow pit, resource extraction, and reclamation activities \_{(including land clearing debris)} and construction and demolition debris disposal), that access their operations without traversing through residential areas (i.e., via principal and minor arterial roadways) are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday through Saturday. (See section 7.11.09.) Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.
- 3. Exceptions. Exceptions to the above noted operating hours may be authorized by federal, state, and/or county authorities in cases of emergency or when determined by such authorities to best serve the public

interest. Any exceptions require written approval by the county administrator, or his/her appointed designee, specifying the reason and allowed timeframe(s) for the exception.

- E. *Exemptions*. The following uses or activities are exempt from the noise level regulations noted in sections 7.07.01.A. through C., above, and chapter 1-20.3:
  - 1. Construction operations for which building permits have been issued, provided that such operations are limited to the hours between 5:00 a.m. and one hour after sunset, except that on Pensacola Beach:
  - a. No outside construction may begin before 6:30 a.m., if within 200 feet of an occupied residence; and
  - b. Owner-occupied single-family detached houses are exempt from the above restriction.
  - 2. Safety signals, warning devices, bells and chimes of churches;
  - 3. Noise from emergency vehicles, or noises resulting from emergency works;
  - 4. All noises coming from the normal operation of trains, aircraft (not including scale model aircraft), motor vehicles governed by F.S. § 316.293, or vessels operated upon the waters within or adjacent to Escambia County;
  - 5. Activities at Five Flags Speedway and/or other legally constructed and operated tracks or courses for competitive motor vehicles.

#### 7.07.07. Borrow pits (includes mining and resource extraction) and reclamation activities thereof.

- A. Setbacks for excavation. Borrow pit slope commencement (i.e., the outermost edge of excavation) shall be located a minimum of 25 feet from the adjoining owner's property boundary and/or adjacent right-of-way (ROW); however, minimum excavation setbacks shall be consistent with the setbacks to be applied in the applicant's reclamation plan. Setback provisions established herein include the required width for landscape screening and buffers subsequently noted herein. The following exceptions may apply:
  - 1. Back to back pits. The setback for slope commencement excludes property boundary lines between active pits using the same excavation area.
  - 2. Slope angles. Pits with a shallow excavation slope of 6:1 (i.e., six feet horizontal for each one foot vertical) may exceed the 50-foot setback up to the 20-100 foot minimum required width for landscape screening and buffer requirements. Steep pits allowed to exceed the required 2:1 slope ratio as provided in subsection C., below, shall require a 100-foot setback.
  - 3. <u>2.</u> Site specific requirements. Increased setbacks may be required per the terms of the mandatory county development order to protect wellheads, environmental areas, and/or adjacent properties from adverse impacts. (reference comprehensive plan policies OBJ CON 1.5, among others).

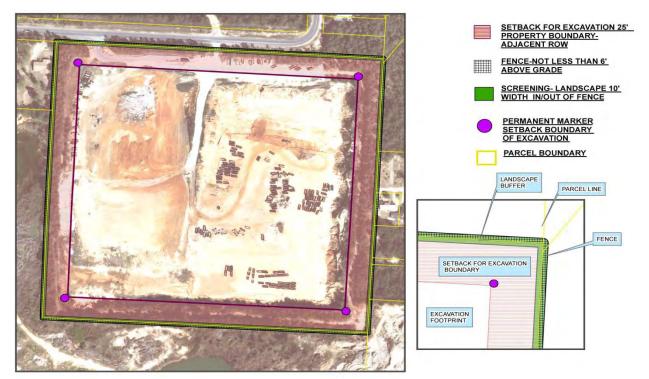


Figure 1.

#### B. Reserved.

- C. Excavation slope requirements. The angle of repose for borrow pit/mining slopes shall be no greater than 2:1 (i.e., two feet horizontal for each one foot vertical) unless a professional engineer (P.E.) or professional geologist (P.G.) certifies that an angle of repose exceeding this ratio will prohibit any potential erosion or slumping, factoring into account the type of soil (i.e., clay, sand, etc.) and pertinent environmental conditions of the area.
- D. *Traffic requirements*. See section 7.11.09. Pit access shall be limited to routes having the least impact on residential areas, and the use shall be subject to all traffic concurrency requirements.
- E. *Permits*. See Escambia County Code of Ordinances, part I, <u>chapter 42</u>, Article VIII, <u>section 42-323</u>. A county resource extraction permit is required for extraction, removal and transportation of material excavated from the site. Permits for filling and/or reclamation of pits after removal of usable materials are subject to additional federal, state and/or local regulations as governed by the applicable regulatory authority.
- F. Hours of operation. Limited for pits and reclamation activities as indicated in section 7.07.01.D above.
- G. Fences and gates. A substantially built, esthetically pleasing security fence with appropriate gates for access, not less than six feet above grade, is required along the outer perimeter of the excavated area, with exception of the pit access point(s). Additional security features, such as barbed wire above the fence top, are encouraged permitted. Gates for access shall be locked at all times during

non-operating hours. Fences and gates shall be maintained in a reasonable condition to remain an effective barrier.

- H. *Screening*. Portions of the pit visible from the public right-of-way or nearest residential use shall be screened with dense landscaping to achieve at least 75 percent opacity within two years. The landscape buffer shall be no less than ten feet in width at any given point and may be placed either inside or outside the required fence perimeter to achieve maximum dust and noise reduction and visible shielding. Earthen berms with a minimum height of three feet can be placed within this buffer area.
- I. Buffers. In addition to the landscape screening noted above, a minimum ten-foot wide buffer is required parallel to, and inside, the required fence. Excavation, pit operations, parking, storage and disposal of debris are not permitted within the screening or buffer areas. The setback area may not be used for truck or equipment traffic, except as necessary to maintain the setback area and perimeter fence. Pit access point(s) shall be designed perpendicular to the buffer/screening width with the least disturbance to the buffer/screening zone that allows safe vehicle and equipment access to the operating site.
- J. Signs. "No Trespassing" signs are required at each pit access point(s), every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. "No Trespassing" signs shall be maintained in legible condition.
- K. Reclamation activities. Active reclamation activities shall be governed by the above any performance standards until such time as complete applicable to the reclamation has occurred occurring on site, in accordance with all federal, state, and local regulations and as approved by the division manager, development services in accordance with pursuant to the Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII. Reclamation involving land clearing debris disposal shall only be permitted to the minimum height above ground level that allows for environmental safety and stormwater runoff consistent with the surrounding environment and intended post-mining land use not to exceed six feet. Groundwater monitoring wells may be required for specific types of debris disposal per the applicable federal and state regulations and the terms of the required county-approved reclamation plan.
- L. Exceptions for existing pits and/or reclamation activities thereof.
  - 1. Setbacks/slopes. Existing pit owners and/or operators with pits that do not meet the setback and/or slope requirements established above shall have 180 days from the date of adoption of this ordinance (Ordinance 2005-23) to apply for a development order that establishes the criteria for required setbacks and/or slopes.
  - 2. *Traffic requirements*. Traffic requirements are waived for existing pits when strict application would deny access to pit operations.
  - 3. *Permits*. Permit requirements are established in the Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII.
  - 4. Hours of operation. Limited as noted above.

5. Fences, gates, screening, and buffers. Existing pit owners and/or operators with pits that do not comply with the fence, gate, screening and buffering provisions above shall have 180 days from the date of the mandatory approved county development order to comply with the established provisions herein. Extensions for extenuating circumstances (e.g. large pits) may be approved per the terms of the mandatory development order on a case by case basis (reference Escambia County Code of Ordinances, Part I, Chapter 42, Article VIII).

L. Existing permitted activities. For borrow pits, including resource extraction and reclamation activities, that were issued a Development Order or otherwise permitted by the County prior to August 21, 2014, grandfathering and vested rights of previously approved borrow pits and reclamation activities are to be addressed on a case-by-case basis, which will include consideration of the specific wording of Development Orders, permits, and any other land use approval issued by the County relating to the operation of the borrow pit or reclamation activity.

M. Reclamation of existing pits involving land clearing debris disposal. If reclamation activities involving land clearing debris disposal at existing pits already exceeds ground level as of the date of adoption of this ordinance (Ordinance 2005-23), no further increase in vertical height shall be permitted unless the height increase is certified by a professional engineer (P.E.), using best management practices, to be necessary for stormwater considerations and/or environmental safety not to exceed the permitted height as of September 16, 2004. Any such certification for height increases above ground level shall be consistent with the surrounding environment and intended post mining land use.

(Ord. No. 97-8, § 1, 2-27-1997; Ord. No. 97-18, § 2, 6-5-1997; Ord. No. 97-51, § 1, 10-2-1997; Ord. No. 2005-23, § 5, 7-7-2005; Ord. No. 2007-60,

#### **PART II. - CONSERVATION**

#### 12.09.00. Mining and/or extraction of natural resources

12.09.01. Permit required. No commercial extraction of natural resources for sale shall be allowed unless and until the applicant for such extraction has first obtained a county resource extraction permit from the engineering department pursuant to the terms of the development order. Prior to issuance of a permit, the department shall receive authorization from the county engineer.

12.09.02. Permit requirements. Prior to issuing a resource extraction permit for a proposed resource extraction activity, the county engineer shall be assured that the following conditions have been met:

A. Existing and future resource extraction activities and lands used for such activities and any reclamation of any such lands shall be subject to all relevant rules and regulations including those established by F.A.C. chs. 16, 17, 18, and 39, the U.S. Clean Water Act, F.S. § 372.072, F.S. ch. 373, pt. IV, F.S. ch. 378, pt. IV, and F.S. ch. 403, local permit and development review requirements per the Escambia County Code of Ordinances, part I, chapter 42, article VIII, and the Land Development Code, article 7), among others. Before any existing resource extraction activity is permitted to expand and prior to approving any new resource extraction activities located within or adversely impacting environmentally sensitive areas, the application for expansion or establishment of a new extraction activity must be accompanied by a reclamation plan which meets all state environmental resource permit (ERP) requirements and reclamation standards required by F.A.C. ch. 62C-39, as well as comprehensive plan policies OBJ COA 2.1 and OBJ CON 1.5 for the area once the extraction activity has been completed.

B. The resource extraction activity will not degrade or impact adjacent natural, cultural or historic resources including environmentally sensitive lands, wetlands, white sands as protected pursuant to section 12.05.00 et seq. of this article, and others.

C. That the resource extraction activity is to be conducted more than 500 feet from any potable public water well or well field. The applicant for resource extraction must present information satisfactory to the CE wherein the locations of potable water wells or well fields are identified.

D. That the proposed resource extraction activity is compatible with adjacent land uses.

12.09.03. Regulated extraction activities. The following types of commercial resource extraction activities are regulated by this section. The listing is an example of the types of activities only, and is not to be construed as an all-inclusive list.

- A. Mining activities.
- B. Petroleum extraction.
- C. Borrow pits.
- D. Removal of white sand from beaches or other areas containing such white sand.
- E. Mineral extraction (not including water).

#### F. Quarries.

12.09.04. Activities exempt. The following activities are exempt from the regulations of this section:

- A. Routine agriculture.
- B. Routine silviculture.
- C. Incidental excavation conducted pursuant to valid permits issued by Escambia County for construction or development activities.
- D. Emergency activities necessary to protect lives and property.

However, for any development permit application filed with the county after July 1, 2012, the county may not require as a condition of processing or issuing a development permit that an applicant obtain a permit or approval from any state or federal agency unless the agency has issued a final agency action that denies the federal or state permit before the county action on the local development permit. Issuance of a development permit by the county does not in any way create any rights in the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by the state or federal agency or undertakes actions that result in a violation of state or federal law.

(Ord. No. 97-51, § 1, 10-2-1997; Ord. No. 2005-23, § 7, 7-7-2005; Ord. No. 2912-36, § 2(Exh. A), 9-6-2012; Ord. No. 2013-54, § 1(Exh. A), 12-5-2013)



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7699 Growth Management Report 15. 1.

BCC Regular Meeting Action

**Meeting Date:** 02/19/2015

**Issue:** Escambia County Planning Board Appointment for District 1

From: Horace Jones, Interim Department Director

**Organization:** Development Services

## **RECOMMENDATION:**

Recommendation Concerning an Appointment to the Escambia County Planning Board

That the Board take the following action concerning the appointment for the Escambia County Planning Board.

- A. Rescind the Board's action of February 5, 2015, appointing Mr. James J. "Jim" Faxlanger to the Escambia County Planning Board;
- B. Appoint Mr. Bob Cordes, replacing Mr. James J. "Jim" Faxlanger, who has resigned, as Commissioner Wilson Robertson's appointee on the Escambia County Planning Board, with a term of office effective February 19, 2015, and running concurrent with Commissioner Robertson's term of office (November 2016), or at his discretion; and
- C. Request the County Administrator's Office to provide a Letter of Appointment to Mr. Cordes.

## BACKGROUND:

Each commissioner makes one appointment to the Escambia County Planning Board. Commissioner Wilson Robertson has chosen to appoint Mr. Bob Cordes. Mr. Cordes' resume is attached for your review.

Mr. Faxlanger was appointed to the Escambia County Planning Board at the February 5, 2015 Board of County Commissioners Meeting. Mr. Faxlanger was unaware that the Planning Board meetings were held in the morning and he is unable to attend. Mr. Faxlanger's resignation email is attached.

# **BUDGETARY IMPACT:**

N/A

# **LEGAL CONSIDERATIONS/SIGN-OFF:**

#### **PERSONNEL:**

No additional personnel are anticipated for the implementation of this recommended Board action.

#### POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with the LDC Article 2 Section 2.12.01, the Board of County Commissioners approval is required for all appointments/re-appointments to the Boards and Committees established by the Board of County Commissioners.

#### **IMPLEMENTATION/COORDINATION:**

Upon appointment of the member to the Board, the appointee will serve the required terms of office and fulfill the duties of their respective board membership.

#### **Attachments**

Resignation Email
Bob Cordes Resume

 From:
 Temeka S. Mallory

 To:
 Kayla R. Meador

 Subject:
 FW: PB & MTAC

**Date:** Monday, February 09, 2015 4:20:50 PM

Temeka Mallory
Senior Office Support Assist
Escambia County Board of County Commissioners
tsmallory@myescambia.com
1-850-595-2421

From: Judy H. Witterstaeter

Sent: Monday, February 09, 2015 2:39 PM

To: Alison A. Perdue

Cc: Illauna B. Brazwell; Horace L Jones; Temeka S. Mallory; Colby S. Brown; Dianne C. Simpson

Subject: RE: PB & MTAC

Thank you, Alison. Judy

From: Alison A. Perdue

Sent: Monday, February 09, 2015 2:38 PM

**To:** Judy H. Witterstaeter

Cc: Illauna B. Brazwell; Horace L Jones; Temeka S. Mallory; Colby S. Brown; Dianne C. Simpson

Subject: RE: PB & MTAC

I think the email is sufficient to resign. The previous resignation from the MTAC looks effective, so I say let's get him reappointed. The workload of the PB is pretty sporty, so good idea to let folks know what they're getting into!

From: Judy H. Witterstaeter

Sent: Monday, February 09, 2015 2:36 PM

To: Alison A. Perdue

Cc: Illauna B. Brazwell; Horace L Jones; Temeka S. Mallory; Colby S. Brown

Subject: FW: PB & MTAC

Alison,

Please confirm whether or not the email below from Mr. Jim Faxlanger is sufficient to document his resignation from the Planning Board. A Recommendation for the GMR portion of the February 19<sup>th</sup> BCC Agenda will be submitted by the Development Services Department to rescind the Board's February 5<sup>th</sup> action appointing Mr. Faxlanger to the Planning Board.

Also, attached is an email from Illauna advising that Mr. Faxlanger was relinquishing his membership on the Escambia County Mass Transit Advisory Committee (ECMTAC), in order to serve on the Planning Board. I have not seen an email or letter from Mr. Faxlanger resigning from the ECMTAC. Do we now need a Recommendation to appoint Mr. Faxlanger to the ECMTAC, or

may he just continue his service on that Committee as Commissioner Robertson's appointee?

Thanks in advance,

Judy

#### Judy Witterstaeter

Agenda Program Coordinator County Administrator's Office 221 Palafox Place, Suite 420 Pensacola, Florida 32502 jhwitter@myescambia.com (850) 595-4916

**From:** Horace L Jones

Sent: Monday, February 09, 2015 11:10 AM

To: Illauna B. Brazwell

Cc: Judy H. Witterstaeter; Temeka S. Mallory

Subject: Re: PB & MTAC

Is this enough for a official resignation? Is a formal letter required?

Sent from my iPhone

On Feb 9, 2015, at 10:54 AM, Illauna B. Brazwell < ibbrazwe@co.escambia.fl.us > wrote:

#### FYI

Illauna Brazwell, Aide Commissioner Wilson Robertson District 1 221 Palafox Place, Suite 400 Pensacola, FL 32502

Phone: (850) 595-4910 Fax: (850) 595-0478

**From:** Jim Faxlanger [mailto:jjfaxlanger@panhandle.rr.com]

Sent: Monday, February 09, 2015 10:45 AM

To: Illauna B. Brazwell Subject: Re: PB & MTAC

Illauna,

I am sorry but after finding out that the meetings were held at 8:30 am, it is a clash with my work schedule.

Please accept my resignation from the Planning board.

I will however continue to serve in the MTAC if that is the wish of the BOCC.

Thank you, Jim

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.

#### **Bob Cordes**

7416 Camale Drive Pensacola, Florida 32504 850-444-6804 (W) 850-479-2898 (H)

Summary of qualifications:

#### 2008 - 2014 - Gulf Power Company (FPC), Facilities Manager

This position is responsible for the operation, construction, and maintenance of 35 Gulf Power Company buildings. This position is responsible for a \$4.4 million O&M budget as well as a \$10 million Capital budget (This amount varies year-to-year). This department oversees multiple service contracts, insures building code and OSHA compliance and closely coordinates building operations with our security department. We are also responsible for the Facility Long Range Plan and we insure restoration of critical business operations in the event of major business disruptions.

I directly supervise two Building Specialists, an Interior Designer, a Business Analyst, and a Maintenance Supervisor who has 5 direct reports.

### 1997 - 2008 – Gulf Power Company (FPC), Manager of Economic and Community Development:

This position was responsible for all of Gulf Power Company's economic and community development programs as well as being the lead entity promoting regional economic development. I worked closely with Enterprise Florida and I served on their Practitioner's Advisory Board. I supported Susan Story and Governor Jeb Bush in their role as Vice-Chair of Enterprise Florida for a two year period. We successfully coordinated our region's portion of the State of Florida's Strategic Plan.

I started, planned, and coordinated Gulf Power Company's Annual Economic Symposium for eleven years. This is a two day seminar-type event that we host for local business and political leaders (approximately 600 attendees) from throughout Northwest Florida. This is has become a signature event with many high-profile speakers. The Florida PSC members and their staff are regular attendees of this event.

I was the President of the Pensacola Bay Area Propeller Club from 2005-2006. This organization's main focus was to support the development of the Port of Pensacola. During the last year, we doubled our membership, hosted a regional convention in Pensacola, and were chosen Southeastern Club of the Year.

Gulf Power Company was one of the two founding members of Florida's Great Northwest (FGNW) which is a public/private partnership. I served as Treasurer for two years, Chairman of the Board for two years, and was the Interim Executive Director for approximately six months. FGNW is a sixteen county regional economic development organization that stretches from Tallahassee to Pensacola. During my tenure as

Chairman, we expanded our membership, doubled our budget and recruited several new industries to the area. This organization had an annual budget in excess of \$6million.

#### 1995-1996 – FPC Energy Efficiency Projects Supervisor:

This position was responsible for evaluating residential conservation programs. During this time frame, we evaluated the pilot program called TRANSTEXT, which was one of the main energy conservation programs for Gulf Power Company as approved by the Florida Public Service Commission. I developed and issued a request for proposals for a full scale energy conservation (\$25 million) program that is now called Energy Select.

#### 1991 – 1995 – FPC Supervisor of Division Residential Sales:

This position was responsible for implementing the company's residential conservation programs. I constantly worked with land developers and home builders in developing new subdivisions and figuring underground utility cost and promoting the Good Cents Program. During this time I was elected to the State of Florida Home Builders Association Board of Directors and served on the legislative affairs committee.

#### 1985-1991 – FPC Supervisor of Economic and Business Development:

The main accountability of this position was to develop and maintain an effective industrial and business development program so that Gulf Power could assist existing companies expand and attract new companies to the service territory

#### 1983-1985 – SCS, Senior Architect - Civil and Architectural Department:

In 1983, I was selected to be the SCS coordinator for the Gulf Power Corporate Office Building Project in Pensacola, Florida. This project included the architectural selection process, contract negotiations, site development, land acquisition strategy, scheduling, drawing review, archaeological review, and on-site inspections. Additionally, I was able to assist the General Services Department with long-range plans for future building projects and rate case preparations.

#### 1977- 1983 – SCS, Senior Architect - Civil and Architectural Department:

I advanced through four positions of increasing responsibility in an eight year period with various degrees of responsibility. I worked on several power plants within the Southern Company System including Plant Vogtle as the lead architect on the turbine building. From 1981-1983 I was the architectural department training coordinator for computer automated drafting. This included direct supervision of four computer operators and two draftsmen.

#### **Education:**

Hewitt-Trussville High School, Birmingham, Alabama 1972
Auburn University Bachelor of Environmental Design - 1976
Auburn University - Bachelor of Architecture - 1977
University of Alabama Birmingham - Special Studies Real Estate Course - 1979
National Council of Architectural Registration Boards Certificate - 1983
Troy State University - Master of Science in Management - 1986
University of North Carolina - Basic Economic Development Course - 1986
Cleveland State University - Economic Development Institute - 1987
University of Oklahoma - Economic Development Institute - 1988
Green Building Institute - LEED-AP "Certified Professional" 2009

#### **Professional experience:**

Past Chairman of World Trade Council of Northwest Florida
Past Chairman of Florida's Great Northwest
Past Vice President of Florida Home Builders Association
Past President of Pensacola Bay Area Propeller Club
Past Vice-President Florida Economic Development Council
Past Board Member of Florida Small Business Development Council
Certified Building Contractor – State of Florida
Registered Architect in Florida and Alabama
LEED-AP

#### **Community activities:**

Past Northwest Florida Wildlife Sanctuary Board Member
Past President of Northeast Pensacola SERTOMA
Past District Governor of Blue Water SERTOMA (350 members)
Member of American Institute of Architects
Past Vice-Chairman of Pensacola Fourth of July Fireworks Committee
Past President of Camale Homeowners Association

#### References:

Mr. Doug McCrary, Past President, Gulf Power Company Mr. Travis Bowden, Past President, Gulf Power Company Mr. J.T. Young, Director of Corporate Services, Gulf Power Company

#### **Hobbies**:

Golf and Home Remodeling



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-7717 Growth Management Report 15. 2.

BCC Regular Meeting Action

**Meeting Date:** 02/19/2015

**Issue:** Huntington Creek Final Plat

**From:** Horace Jones, Interim Department Director

**Organization:** Development Services

#### **RECOMMENDATION:**

Recommendation Concerning Final Plat Huntington Creek Permit #08050387

That the Board take the following actions concerning recording of the Final Plat of Huntington Creek, (a 110 lot single family private residential subdivision with private streets and private storm water retention ponds), located in the Beulah community lying north of Mobile Highway. Owned and developed by Clearwater 102, LLC. Prior to recording, the County Engineer, County Surveyor, Development Services Interim Department Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording; and

B. Approve the street names "Huntington Creek Boulevard and Huntington Creek Circle".

#### **BACKGROUND:**

The preliminary plat known as Twin Spires Plantation 1st Addition was approved on August 19, 2009. Construction Plans were approved on August 19, 2009. The Escambia County Department of Public Safety approved the street names "Huntington Creek Boulevard and Huntington Creek Circle"; on December 13, 2013. The Development Services Department inspected the improvements on February 18, 2015 and found improvements substantially complete and in accordance with applicable County requirements. Staff has reviewed the final plat.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

This recommendation is consistent with previous practices of the County Attorney's Office.

#### **PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required.

#### POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the current Escambia County Land Development Code and the Florida State Plat Act - Chapter 177.

#### **IMPLEMENTATION REQUIREMENTS:**

Once the final plat has been approved by the Board and final sign-offs given by the County Engineer, County Surveyor and Development Services Interim Director, the plat will be transmitted to the Clerk of Court's Office for recording in the public records of Escambia County, Florida.

#### **COORDINATION WITH OTHER AGENCIES/PERSONS:**

Staff has been in contact with the developer's engineer/surveyor, Public Works, County Building Inspections and Development Services Department.

#### **Attachments**

Final Plat
Location/Vicinity Map
Street Letter Approval

**DEVELOPER:** CLEARWATER 102. LLC 1604 E JACKSON STREET

PENSACOLA, FL 32501

**ENGINEER:** 

GERALD W MCGUIRE, PE

MILTON, FL 32572-4238

P.O BOX 4348

JMA ENGINEERING SERVICES, INC

HUNTINGTON CREKW

NORTHWEST FLORIDA LAND SURVEYING, INC A PROFESSIONAL SERVICE ORGANIZATION

Pensacola, Fl 32526 (850) 432-1052

KNOW ALL PERSONS BY THESE PRESENTS THAT CLEARWATER 102, LLC A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER ("OWNER") OF THE LAND DESCRIBED AND PLATTED HEREON KNOWN AS HUNTINGTON CREEK, HEREBY DEDICATES TO HUNTINGTON CREEK COMMUNITY ASSOCIATION, INC. A FLORIDA NOT- FOR- PROFIT CORPORATION, ALI PRIVATE RIGHTS-OF-WAY, SIDEWALK EASEMENTS, DRAINAGE EASEMENTS, UTILITY EASEMENTS, ACCESS EASEMENTS, PRIVATE CONSERVATION EASEMENTS (PARCEL "A" AND AREA "A"), AND COMMON AREAS, INCLUDING BUT NOT LIMITED TO PRIVATE DRY STORM WATER POND, PARCELS A, B, AND C, DEDICATES TO EMERALD COAST UTILITIES AUTHORITY THE ECUA WALL PARCEL & WETLAND BUFFER (PARCEL "P") AND THE LIFT STATION ECUA (PARCEL "O"), AND DEDICATES TO AL OTHER PUBLIC UTILITY PROVIDERS UTILITY EASEMENTS UNDER, OVER ACROSS AND THROUGH ALL UTILITY EASEMENTS AS SHOWN ON T PLAT, AND HEREBY REQUESTS THE FILING OF THIS PLAT IN THE RECORDS OF ESCAMBIA COUNTY, FLORIDA IT IS NOT THE INTENT OF THE OWNER TO DEDICATE TO THE GENERAL PUBLIC ANY PORTION O

WITNESSES	CLEARWATER 102, LI

a Florida limited liability company By Hemmer Consulting, LLC, a Florida limited liability company, ıts Manager

BEFORE THE SUBCRIBER PERSONALLY APPEARD FRED HEMMER, PRESIDENT CLEARWATER 102, LLC, OWNER AND DEVELOPER OF HUNTINGTON CREEK, .. KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO ON BEHALF OF CLEARWATER 102, LLC, EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, AND WHO ( ) IS PERSONALLY

SIGNATURE

COMMISION NO \_\_\_\_\_\_

I HERE BY 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 PROVISION 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. 5J-17 050, 5J-17 051 AND 5J-17 052 FLORIDA ADMINISTRATIVE CODE AND SECTION 472 027, FLORIDA STATUTES, AND THAT SAID

> NOT VALID UNLESS SEALED WITH

ENGINEER'S CERTIFICATE I HEREBY CERTIFY THAT I AM THE "ENGINEER" OF RECORD FOR HUNTINGTON CREEK ALL PROPOSED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS WILL BE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS

GERALD W McGUIRE PE NO 39572 JMA ENGINEERING SERVICES, INC PO BOX 4348

MILTON, FL 32572-4238

(850) 995-7323

(850) 432-1052

NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL OF A FLORIDA PROFESSIONAL ENGINEER 

Fred Hemmer, its President

**NOTARY PUBLIC** 

KNOWN TO ME OR WHO ( ) HAS PRODUCED\_\_\_\_\_ AS IDENTIFICATION GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS

OF \_\_\_\_\_, 2015

PRINT NAME

MY COMMISION EXPIRES \_\_\_\_\_ NOTARY PUBLIC, STATE OF FLORIDA

SURVEYOR'S CERTIFICATE

LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON SIGNED THE \_\_\_\_\_, 2015

FRED R THOMPSON FLORIDA REGISTRATION NO 3027, LICENSE BUSINESS NO 7277 NORTHWEST FLORIDA LAND SURVEYING, INC 7142 BELGIUM CIRCLE PENSACOLA, FL 32526

AN EMBOSSED SEAL

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

LOCATED IN A PORTION OF SECTION 8.

TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA FUTURE LAND USE: MU-S CURRENT ZONING: RR

FEBRUARY, 2015

A SINGLE FAMILY RESIDENTIAL SUBDIVISION

# OVERALL BOUNDARY LEGAL DESCRIPTION

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

NEW PARCEL CREATED AT THE CLIENT'S REQUEST

DESCRIBED AS FOLLOWS COMMENCE AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNT FLORIDA, THENCE GO SOUTH 87 DEGREES 11 MINUTES 54 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 8, FOR A DISTANCE OF 1320 00 FEET, THENCE GO NORTH 03 DEGREES 13 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 51 15 FEET TO THE POINT OF BEGINNING, THENCE GO NORTH 03 DEGREES 13 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 1271 13 FEET, THENCE GO SOUTH 87 DEGREES 08 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 871 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, THENCE GO NORTH 03 DEGREES 16 MINUTES 57 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWES QUARTER OF SECTION 8 FOR A DISTANCE OF 1322 21 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, THENCE GO SOUTH 87 DEGREES 04 MINUTES 12 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, FOR A DISTANCE OF 1327 63 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, THENCE GO SOUTH 03 DEGREES 16 MINUTES 02 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8 FOR A DISTANCE OF 1056 21 FEET, THENCE GO SOUTH 87 DEGREES 11 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 1327 94 FEET; THENCE GO SOUTH 03 DEGREES 15 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 1327 94 FEET; THENCE GO SOUTH 03 DEGREES 5 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 1583 88 FEET TO THE SOUTH LINE OF SAID SECTION 8, THENCE GO NORTH 87 DEGREES 13 MINUTES 23 SECONDS WEST ALONG SAID SOUTH LINE OF SECTION 8 FOR A DISTANCE OF 2513 99 FEET, THENCE GO NORTH 03 DEGREES 13 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 50 00 FEET, THENCE GO NORTH 86 DEGREES 46 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 150 00 FEET TO THE POINT OF BEGINNING THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION B, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 128 94 ACRES MORE OR LESS

**SURVEYOR:** 

NORTHWEST FLORIDA LAND SURVEYING, INC.

7142 BELGIUM CIRCLE, PENSACOLA, FL 32526

FRED R THOMPSON

- THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH-87
- DEGREES 11 MINUTES 54 SECONDS EAST ALONG THE NORTH LINE OF SECTION 17 THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE X, (MINIMAL RISK AREAS OUTSIDE THE 1-PERCENT AND 2- PERCENT-ANNUAL-CHANCE FLOODPLAINS NO BFEs OR BAS FLOOD DEPTHS ARE SHOWN WITHIN THESE ZONES), AS DETERMINED FROM THE FEDERA MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA 120080, FIRM MAP PANEL NUMBERS 12033C0270G AND 12033C0290G, MAP RE
- THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STAND GERALD W McGUIRE, PE JMA ENGINEERING SERVICES, INC PO BOX 4348 MIL
- (850) 995-7323 IS THE ENGINEER OF RECORD ALL LOT CORNERS, PRM'S AND PCP'S HAVE BEEN PLACED IN ACCORDANCE WORLD FLORIDA PLAT ACT CHAPTER 177, SECTIONS 177 011-177 151, FLORIDA MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN THE STATE OF FLORIDA,
- DEVELOPMENT CONSISTS OF 110 SINGLE FAMILY DETACHED RESIDENTIAL LOTS ALLOWABLE
- ACRE TOTAL PROJECT ACREAGE 128 94 MORE OR LESS
- NO SIGNAGE, LANDSCAPING OR FENCING SHALL BE INSTALLED WITHIN THE 35' SIGHT TRIANGLE THAT MAY THE VISUAL CLEARANCE SET FORTH BY THE LAND DEVELOPMENT CODE (LDC-7 01 08) THE PROJECT ENGINEER (ENGINEER OF RECORD) SHALL PROVIDE TO ESCAMBLE A FINAL INSPECTION, OR VERIFICATION AND APPROVAL BY ESCAMBIA COUNTY ONE WEEK PRIOR TO REC BUILT" CERTIFICATION THAT THE PROJECT CONSTRUCTION ADHERES TO THE PER PLANS AND SPECIFICATE BUILT" CERTIFICATION OR THE "AS BUILT" RECORD DRAWINGS MUST BE SIGNED, ND DATED BY A
- FLORIDA PROFESSIONAL ENGINEER ALL NEW BUILDING ROOF DRAINS, DOWN SPOUTS, OR GUTTERS SHALL BE ROUTED TO RETENTION\DETENTION AREAS
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELL'VISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELL'VISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION
- 11 NO FENCES OR STRUCTURES SHALL BE BUILT WITHIN DRAINAGE EASEMENTS, EASEMENTS SHALL BE ACCESSIBLE AT ALL TIMES AND STORMWATER FLOW SHALL NOT BE RESTRICTED
- THIS SUBDIVISION WILL NOT HAVE AN ENTRANCE SIGN SINCE IT ADJOINS HUNTINGTON CREEK FIRST ADDITION WHICH ABUTS THE RIGHT OF WAY OF MOBILE HIGHWAY, BEING THE ACCESS POINT OF THIS DEVELOPMENT THERE WILL BE AN ENTRANCE SIGN AT THE ACCESS POINT IN HUNTINGTON CREEK FIRST ADDITION
- 13 ALL LOTS SHALL HAVE A 10 FOOT WIDE DRAINAGE EASEMENT ON SIDE LOT LINES LYING 5 0 FEET EACH SIDE OF THE LOT
- 14 THE SITE IS CURRENTLY ZONED R-R BUT DUE TO CLUSTERING, R-3 SITE REQUIREMENTS WILL GOVERN

#### SITE AND BUILDING REQUIREMENTS: ZONING R-3

LOT COVERAGE, THE PERVIOUS AREA SHALL BE AT LEAST 25% OF THE TOTAL LOT (75% MAXIMUM IMPERVIOUS

LOT WIDTH: THE MINIMUM LOT WIDTH AT THE FRONT BUILDING LINE SHALL BE 40 FEET, AND 40 FEET AT THE STREET RIGHT-OF-WAY FRONT YARD: BLOCKS A THRU C = 25 FEET FRONT SETBACK BLOCK D = 30 FEET FRONT SETBACK

REAR YARD: THE MINIMUM REAR YARD SHALL NOT BE LESS THAN 15 FEET IN DEPTH SIDE YARD: THE MINIMUM SIDE YARD ON EACH SIDE SHALL BE 10% OF THE LOT WIDTH MEASURED AT THE FRONT BUILDING LINE BUT NEED NOT EXCEED 15 FEET ON EACH SIDE. HOWEVER. REQUIRED SIDE YARDS SHALL NOT BE LESS THAN FIVE FEET ON EACH SIDE LOTS 3 AND 4, BLOCK A, NEXT TO THE EMERGANCY ACCESS WILL

BUILDING HEIGHT. MEAN AVERAGE ROOF HEIGHT SHALL NOT EXCEED 45 FEET ABOVE AVERAGE FINISHED

STATE PLANE COORDINATES LONGITUDE SCALE FACTOR CONVERGENCE 564538 3726 1063079 153 87°22'32 7466" 0 99995740 - 01°26'42 52" 564490 0809 1064073 596 30°31'15 0508" 87°22'21 3669" 10 99996740 - 01°26'36 80"

GRAPHIC SCALE

( IN FEET )

1 Inch = 2000ft

FORMULA TO CONVERT GRID DISTANCE TO GROUND (GEODETIC) DISTANCE

GROUND (GEODETIC) DISTANCE = GRID DISTANCE

THE COORDINATES AS SHOWN ABOVE WERE ESTABLISHED BY GPS OBSERVATION USING THE ESCAMBIA COUNTY CONTROL MONUMENT ESC 4075, THE COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 USING THE LAMBERT PROJECTION OF ZONE "FLORIDA NORTH 0903"

564425 7241 30°31'14 7446" 87°22'06 1839" 10 99996739 - 01°26'29 17" REFERENCE MONUMENT 1055041 046 ESC 4075 575550 0234 30°33'02 2240" 87°24'07 8205" 0 99997073 - 01°27'30 30"

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF

CERTIFICATE OF ATTORNEY:

**CERTIFICATE OF APPROVALS:** 

TERIM DIRECTOR

CERTIFICATE OF PLAT REVIEW:

R S COLOCADO, P S M COUNTY SURVEYOR

PAM CHILDERS, CLERK OF THE CIRCUIT COURT

COUNTY CLERK'S CERTIFICATE OF APPROVAL

I, PAM CHILDERS. CLERK OF THE CIRCUIT COURT OF ESCAMBIA

FILED FOR RECORD IN PLAT BOOK \_\_\_\_\_ AT PAGE \_\_\_\_\_

OF THE PUBLIC RECORDS OF SAID COUNTY ON THIS \_\_\_\_\_ DAY

COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL

THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177 011

THROUGH 177 151) OF THE LEGISLATURE OF FLORIDA AND THE SAME WAS

PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA CERTIFICATE NO 6049

COUNTY OF ESCANBIA

OF \_\_\_\_, 2015

COMMISSIONERS OF ESCAMBIA COUNTY,

STATE OF FLORIDA

I, PAM CHILDERS.

FLORIDA, HEREBY

BOARD OF COUNTY

HELD ON THE \_\_\_\_\_ FILING BY THE SAID INSTUCTED TO SO CI

PAM CHILDERS CLERK OF THE CIRC

ESCAMBIA COUNTY, F

DEVELOPMENT SERVICE

HORACE JONES

COUNTY ENGINEER

AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE

I, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON

AND ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT

SSIONERS OF SAID COUNTY AT THEIR MEETING

\_\_\_\_\_\_

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING BY THE OFFICE OF

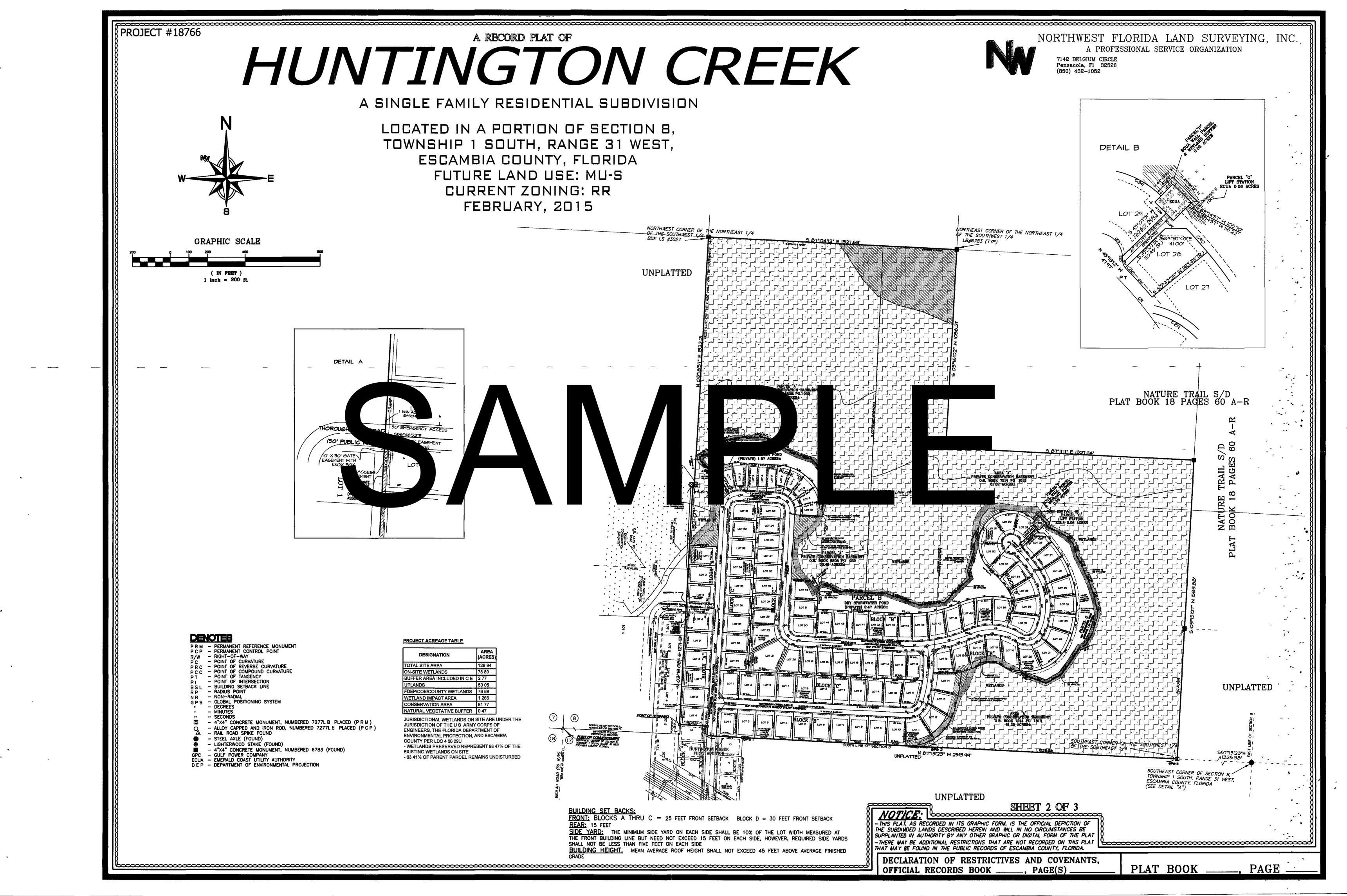
THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS \_\_\_DAY

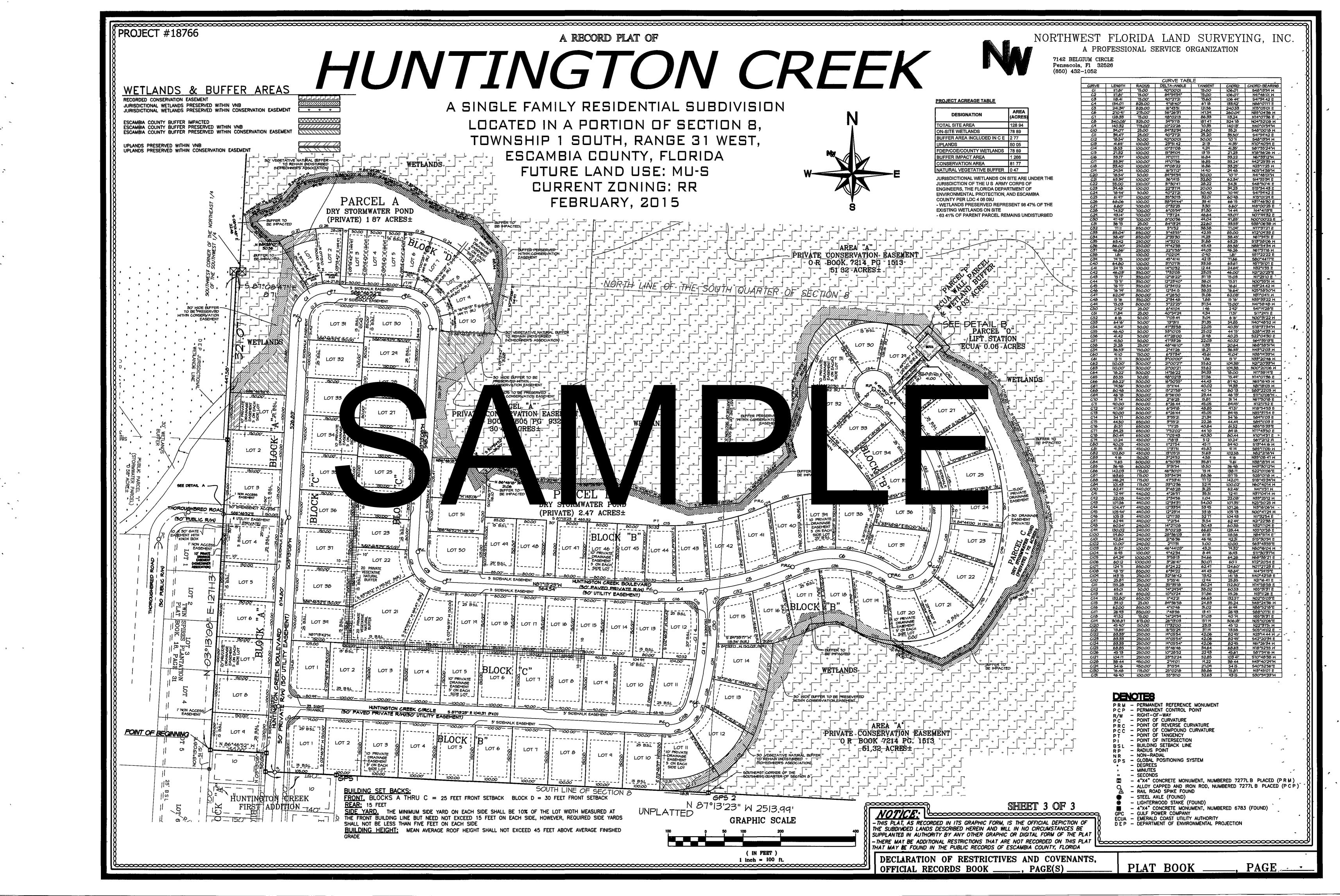
OF \_\_\_\_\_, 2015, WAS APPROVED FOR AND I, CLERK OF THE CIRCUIT COURT, WAS

DECLARATION OF RESTRICTIVES AND COVENANTS. OFFICIAL RECORDS BOOK \_\_\_\_\_, PAGE(S)

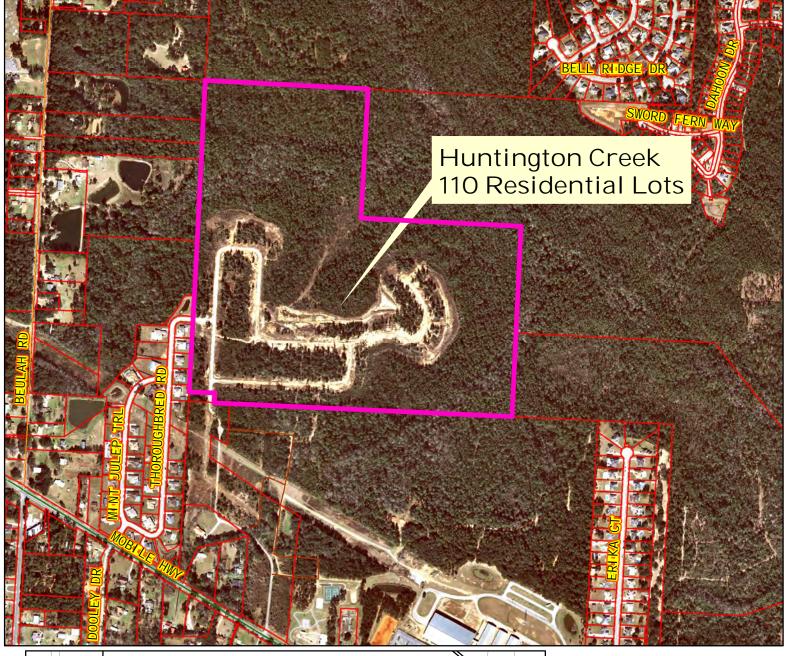
PLAT BOOK \_\_\_\_

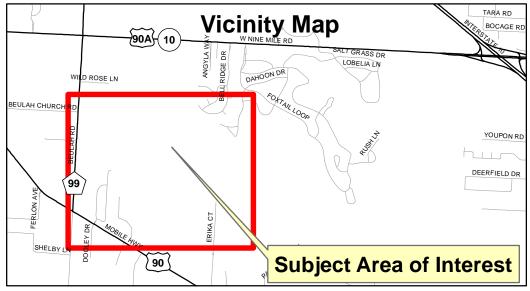
# STATION NORTHING





# "Huntington Creek" Subdivision









Development Services RGG 2/11/2015



#### Board of County Commissioners • Escambia County, Florida



December 13, 2013

The following names have been submitted for approval:

Huntington Creek Boulevard Huntington Creek Circle

The streets are located in:

Huntington Creek 1st Addition

The name was requested by:

Jerry McGuire with JMA Engineering Services, Inc.

Escambia County Public Safety concurs the street names above are not duplicates of any other street names in Escambia County Florida.







# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-7725 Growth Management Report 15. 3.

BCC Regular Meeting Action

**Meeting Date:** 02/19/2015

**From:** Final Plat Huntington Creek - First Addition Horace Jones, Interim Department Director

**Organization:** Development Services

#### **RECOMMENDATION:**

Recommendation Concerning Final Plat Huntington Creek First Addition Permit #130800018

That the Board take the following actions concerning recording of the Final Plat of Huntington Creek First Addition, (a 17 lot single family private residential subdivision with private street and storm water retention pond), located in the Beulah community lying north of Mobile Highway. Owned and developed by Clearwater 102, LLC. Prior to recording, the County Engineer, County Surveyor, Development Services Interim Department Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording; and

B. Approve the street name "Huntington Creek Boulevard".

#### **BACKGROUND:**

The preliminary plat was approved on February 5, 2014. Construction Plans were approved on February 5, 2015. The Escambia County Department of Public Safety approved the street name "Huntington Creek Boulevard"; on December 13, 2013. Development Services Department inspected the improvements on February 18, 2015 and found improvements substantially complete and in accordance with applicable County requirements. Staff has reviewed the final plat.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

This recommendation is consistent with previous practices of the County Attorney's Office.

#### **PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required.

#### POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the current Escambia County Land Development Code and the Florida State Plat Act - Chapter 177.

#### **IMPLEMENTATION REQUIREMENTS:**

Once the final plat has been approved by the Board and final sign-offs given by the County Engineer, County Surveyor and Development Services Interim Department Director, it will be transmitted to the Clerk of Court's Office for recording in the public records of Escambia County, Florida.

#### **COORDINATION WITH OTHER AGENCIES/PERSONS:**

Staff has been in contact with the developer's engineer/surveyor, Public Works, County Building Inspections and Development Services Bureau.

#### **Attachments**

Final Plat
Vicinity/Location Map
Street Letter Approval

# HUNTINGTON CREK FIRST ADDITION

Pensacola, Fl 32526

(850) 432-1052

7142 BELGIUM CIRCLE

KNOW ALL PERSONS BY THESE PRESENTS THAT CLEARWATER 102, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER ("OWNER") OF THE LAND DESCRIBED AND PLATTED HEREON KNOWN AS HUNTINGTON CREEK FIRST ADDITION. HEREBY DEDICATES TO HUNTINGTON CREEK COMMUNITY ASSOCIATION, INC. A FLORIDA NOT- FOR- PROFIT CORPORATION, ALL PRIVATE RIGHTS-OF- WAY, SIDEWALK EASEMENTS DRAINAGE EASEMENTS, UTILITY EASEMENTS, ACCESS EASEMENTS, AND COMMON AREAS, INCLUDING BUT NOT LIMITED TO PRIVATE PARCELS "D". "E" AND "F" AND DEDICATES TO ALL PUBLIC UTILITY PROVIDERS UTILITY EASEMENTS UNDER, OVER, ACROSS AND THROUGH ALL UTILITY EASEMENTS AS SHOWN ON THE PLAT, AND HEREBY REQUESTS THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA IT IS NOT THE INTENT OF THE OWNER TO DEDICATE TO THE GENERAL PUBLIC ANY PORTION OF THE PLAT

NESSES	CLEARWATER 102, LLC,
	a Florida limited liability company
are of witness)	By Hemmer Consulting, LLC,
name of witness)	a Florida limited liability company,
	ıts Manager
re of witness)	Ву

**NOTARY PUBLIC** 

BEFORE THE SUBCRIBER PERSONALLY APPEARD FRED HEMMER, PRESIDENT OF CLEARWATER 102, LLC, OWNER AND DEVELOPER OF HUNTINGTON CREEK, FIRST ADDITION. KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO ON BEHALF OF CLEARWATER 102, LLC, EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, AND WHO ( ) IS PERSONALLY KNOWN TO ME OR WHO ( ) HAS PRODUCED\_\_\_\_\_ IDENTIFICATION GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS

SIGNATURE

COMMISION NO \_\_\_\_\_ MY COMMISION EXPIRES \_\_\_\_\_ NOTARY PUBLIC, STATE OF FLORIDA

SURVEYOR'S CERTIFICATE

I HERE BY 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 PROVISION 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 5J-17 050, 5J-17 051 AND 5J-17 052 FLORIDA ADMINISTRATIVE CODE AND SECTION 472 027 FLORIDA STATUTES SIGNED THE DAY OF \_\_\_\_\_, 2015

FRED R THOMPSON FLORIDA REGISTRATION NO 3027

NORTHWEST FLORIDA LAND SURVEYING, INC. SURVEYING AND MAPPING BUISNESS NUMBER 7277 7142 BELGIUM CIRCLE PENSACOLA, FL 32526 (850) 432-1052

SEALÉD WITH AN EMBOSSED SFAL-

ENGINEER'S CERTIFICATE I HEREBY CERTIFY THAT I AM THE "ENGINEER" OF RECORD FOR HUNTINGTON CREEK FIRST ADDITION ALL PROPOSED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS WILL BE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS

GERALD W McGUIRE PE NO 39572 STATE OF FLORIDA JMA ENGINEERING SERVICES, INC

(850) 995-7323

NOT VALID UNLESS SEALED WITH . AN EMBOSSED SEAL OF A FLORIDA PROFESSIONAL ENGINEER 

NOT VALID UNLESS

A SINGLE FAMILY RESIDENTIAL SUBDIVISION

PENSACOLA, FL 32501 LOCATED IN A PORTION OF SECTION 8 AND 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST, **SURVEYOR: ENGINEER:** SERALD W MCGUIRE, PE NORTHWEST FLORIDA LAND SURVEYING, INC.

FUTURE LAND USE: MU-S CURRENT ZONING: R-6 AND R-2 FEBRUARY, 2015

#### DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC

NEW PARCEL CREATED AT THE CLIENT'S REQUEST

CLEARWATER 102, LLC

1604 E. JACKSON STREET

JMA ENGINEERING SERVICES, INC P.O BOX 4348, MILTON, FL 32572-4348

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 8. TOWNSHIP 1 SOUTH RANGE 31 WEST, ESCAMBIA COUN FLORIDA. THENCE GO SOUTH 87 DEGREES 11 MINITIES 54 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 8 FOR A RADIUS OF OR AN ARC ES 50 MINUTES 24 DEGREES 16 MINUTES 20 SECONDS WEST. CHORD DISTANCE= 129 51 FEET) TO A POINT OF TANGENCY, THENCE GO NO 54 DEGREES 08 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 573 54 FEET TO A POINT OF CURVATURE OF A CURVE

7142 BELGIUM CIRCLE, PENSACOLA, FL 32526

A POINT OF

THENCE GO

GENERAL NOTES

- THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 87
- DEGREES 11 MINUTES 54 SECONDS EAST ALONG THE NORTH LINE OF SECTION 17 THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", MINIMAL RISK AREAS OUTSIDE THE 1% AND 2% ANNUAL CHANCE FLOODPLAINS NO BASE FLOOD ELEVATION OR BASE FLOOD DEPTH ARE SHOWN WITHIN THESE ZONES, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA COMMUNITY 120080, FIRM MAP PANEL NUMBERS

CONCAVE NORTHEASTERLY HAVING A RADIUS OF 117 00 FEET, THENCE GO NORTHERLY ALONG THE ARC OF SAID CURVE

12033C0270G AND 12033C0290G, MAP REVISION DATED SEPTEMBER 29, 2006 THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS

CHORD BEARING= NORTH 25 DEGREES 27 MINUTES 51 SECONDS WEST, CHORD DISTANCE= 112 3

TANGENCY, THENCE GO NORTH 03 DEGREES 13 MINUTES 08 SECONDS EAST FOR A DISTANCE OF

NORTH 59 DEGREES 05 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 152 47 FEET TO A POINT OF

THE AFORESAID EAST LINE OF TWIN SPIRES PLANTATION, THENCE GO NORTH 03 DEGREES 13 MIN FOR A DISTANCE OF 278 58 FEET TO THE POINT OF BEGINNING THE ABOVE DESCRIBED PARCEL OF

PORTION OF SECTIONS 8 AND 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

- GERALD W McGUIRE, PE JMA ENGINEERING SERVICES, INC, PO BOX 4348, MILTON, FL 32572-4348, (850) 955-7323 IS THE ENGINEER OF RECORD
- THERE MAY BE ADDITIONAL RESTRICTIONS THAT WILL NOT BE RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
- DEVELOPMENT CONSISTS OF 17 SINGLE FAMILY DETACHED RESIDENTIAL LOTS RESIDENTIAL DENSITY = 1 62 UNITS/ ACRE TOTAL PROJECT ACREAGE 10.43 MORE OR LESS
- NO SIGNAGE, LANDSCAPING OR FENCING SHALL BE INSTALLED WITHIN THE 35' SIGHT TRIANGLE THAT MAY RESTRICT THE VISUAL CLEARANCE SET FORTH BY THE LAND DEVELOPMENT CODE (LDC-7 01 08)
- THE PROJECT ENGINEER (ENGINEER OF RECORD) SHALL PROVIDE TO ESCAMBIA COUNTY "AS-BUILT" RECORD DRAWINGS FOR VERIFICATION AND APPROVAL BY ESCAMBIA COUNTY ONE WEEK PRIOR TO REQUESTING A FINAL INSPECTION, OR PROVIDE "AS BUILT" CERTIFICATION THAT THE PROJECT CONSTRUCTION ADHERES TO THE PERMITTED PLANS AND SPECIFICATIONS THE "AS

BUILT" CERTIFICATION OR THE "AS BUILT" RECORD DRAWINGS MUST BE SIGNED, SEALED AND DATED BY A REGISTERED

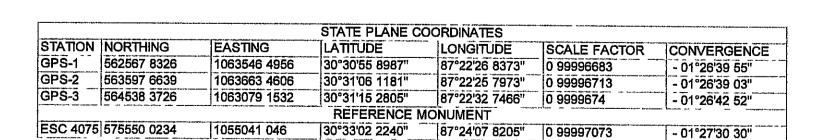
- FLORIDA PROFESSIONAL ENGINEER ALL NEW BUILDING ROOF DRAINS, DOWN SPOUTS, OR GUTTERS SHALL BE ROUTED TO CARRY ALL STORMWATER TO RETENTION\DETENTION AREAS
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY SHALL COMPLY WHITH THE OR OTHER PUBLIC UTILITY SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION
- NO FENCES OR STRUCTURES SHALL BE BUILT WITHIN DRAINAGE EASEMENTS, EASEMENTS SHALL BE ACCESSIBLE AT ALL TIMES AND STORMWATER FLOW SHALL NOT BE RESTRICTED
- 12 EACH LOT SHALL HAVE A 10 FOOT WIDE DRAINAGE EASEMENT ALONG THE SIDE LOT LINE BEING 5 FEET EACH SIDE OF THE
- 13 EASEMENTS, GATES, AND SIGNS ARE TO BE MAINTAINED BY THE HOME OWNER ASSOCIATION

#### SITE AND BUILDING REQUIREMENTS: ZONING R-2

LOT COVERAGE: THE PERVIOUS AREA SHALL BE AT LEAST 30% OF THE TOTAL LOT (70% MAXIMUM IMPERVIOUS COVER RATIO) LOT WIDTH THE MINIMUM LOT WIDTH AT THE FRONT BUILDING LINE SHALL BE 70 FEET, AND 50 FEET AT THE STREET RIGHT-OF-WAY FRONT YARD. THERE SHALL BE A FRONT YARD HAVING A DEPTH OF NOT LESS THAN 30

REAR YARD. THE MINIMUM REAR YARD SHALL NOT BE LESS THAN 20 FEET IN DEPTH SIDE YARD: THE MINIMUM SIDE YARD ON EACH SIDE SHALL BE 10% OF THE LOT WIDTH MEASURED AT THE FRONT BUILDING LINE BUT NEED NOT EXCEED 15 FEET ON EACH SIDE, HOWEVER, REQUIRED SIDE YARDS SHALL NOT BE LESS THAN FIVE FEET ON EACH SIDE BUILDING HEIGHT: MEAN AVERAGE ROOF HEIGHT SHALL NOT EXCEED 45 FEET ABOVE AVERAGE FINISHED GRADE

# PROPERTY GRAPHIC SCALE



#### FORMULA TO CONVERT GRID DISTANCE TO GROUND (GEODETIC) DISTANCE

MEAN SCALE FACTOR (MSF) = SF + SF GROUND (GEODETIC) DISTANCE - GRID DISTANCE

THE COORDINATES AS SHOWN ABOVE WERE ESTABLISHED BY GPS OBSERVATION USING THE ESCAMBIA COUNTY CONTROL MONUMENT ESC 4075, THE COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 USING THE LAMBERT PROJECTION OF ZONE "FLORIDA NORTH 0903" 

# COUNTY CLERK'S CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS \_\_\_\_\_DAY

AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON

I. PAM CHILDERS. CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY.

BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING

HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2015, WAS APPROVED FOR FILING BY THE SAID BOARD AND I, CLERK OF THE CIRCUIT COURT, WAS

FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE

AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE

**CERTIFICATE OF APPROVALS:** 

COMMISSIONERS OF ESCAMBIA COUNTY.

INSTUCTED TO SO CERTIFY HEREON

STATE OF FLORIDA

PAM CHILDERS CLERK OF THE CIRC ESCAMBIA COUNTY,

HORACE JONES

APPROVALS:

AND ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT

COUNTY OF ESCANBIA
I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177 011 THROUGH 177 151) OF THE LEGISLATURE OF FLORIDA AND THE SAME WAS FILED FOR RECORD IN PLAT BOOK \_\_\_\_\_ AT PAGE \_\_\_\_ OF THE PUBLIC RECORDS OF SAID COUNTY ON THIS \_\_\_\_ DAY

PAM CHILDERS, CLERK OF THE CIRCUIT COURT

CERTIFICATE OF PLAT REVIEW:

\_\_\_\_\_, 2015

RS COLOCADO, P.S.M. COUNTY SURVEYOR

PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA CERTIFICATE NO 6049

\_\_\_\_\_\_\_

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.

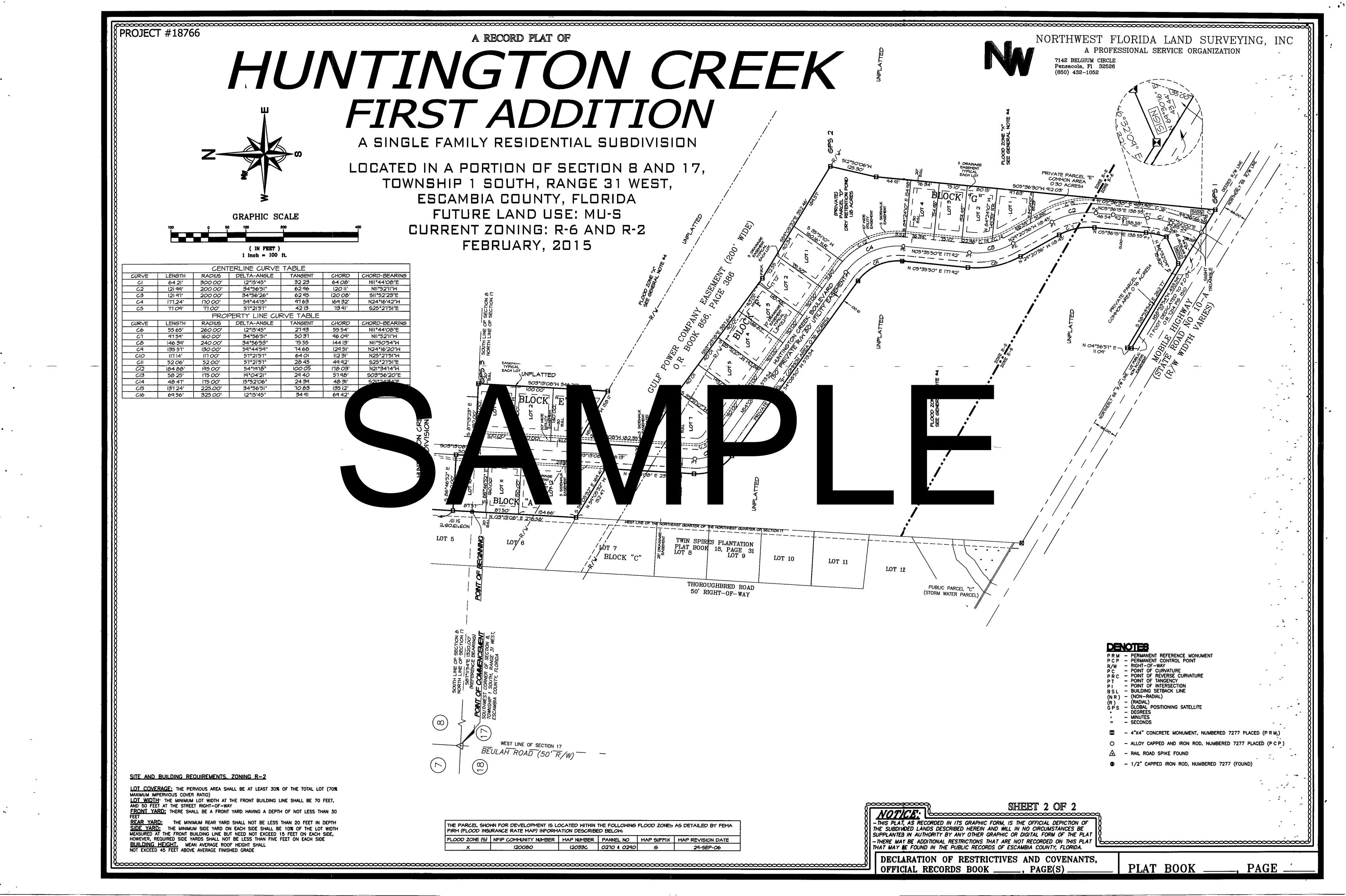
DECLARATION OF RESTRICTIVES AND COVENANTS. OFFICIAL RECORDS BOOK \_\_\_\_\_, PAGE(S)

PLAT BOOK \_

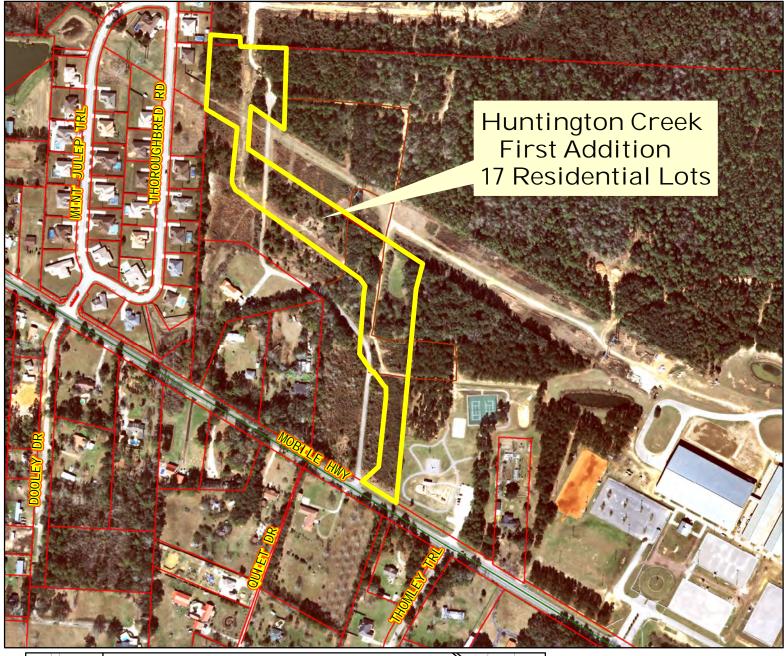
PO BOX 4348, MILTON, FL 32572-43482

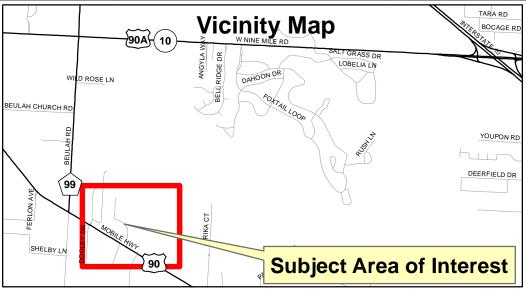
ESCAMBIA COUNTY, FLORIDA

( IN PEET



# "Huntington Creek First Addition" Subdivision









Development Services RGG 2/12/2015



#### Board of County Commissioners • Escambia County, Florida



December 13, 2013

The following names have been submitted for approval:

Huntington Creek Boulevard Huntington Creek Circle

The streets are located in:

Huntington Creek 1st Addition

The name was requested by:

Jerry McGuire with JMA Engineering Services, Inc.

Escambia County Public Safety concurs the street names above are not duplicates of any other street names in Escambia County Florida.







# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-7646 Growth Management Report 15. 1.

BCC Regular Meeting Consent

Meeting Date: 02/19/2015

Issue: Schedule of Public Hearings

From: Horace Jones, Interim Department Director

**Organization:** Development Services

#### **RECOMMENDATION:**

Recommendation Concerning the Scheduling of Public Hearing

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

March 19, 2015

5:47 p.m. - Public Hearing - LDC Revision Ordinance

#### **Attachments**

No file(s) attached.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7635 County Administrator's Report 15. 1.

BCC Regular Meeting Technical/Public Service Consent

**Meeting Date:** 02/19/2015

**Issue:** Requests for Disposition of Property

**From:** Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Pensacola Bay Center - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve the three Request for Disposition of Property Forms for the Pensacola Bay Center, for one Dodge Ram 1500 4x4 truck, one Iso-Matic Ice Machine, and six scanners, with reasons for disposition as poor or obsolete as stated. The listed items have been found to be of no further usefulness to the County/Pensacola Bay Center; thus, it is requested that they be properly disposed of.

#### **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 forms have been checked, declared to be obsolete and/or of no use to the County/Pensacola Bay Center, and suitable to be properly disposed of.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with Florida Statute 274.07 and Board of County Commissioners' Policy B-1,2, Section II, Procedures for Disposition of County Property.

#### IMPLEMENTATION/COORDINATION:

#### **Attachments**

Request for Disposition of Property Forms

Property Custodian (PRINT FULL NAME)  Property Custodian (Signature):  Phone No: B50-432-0800, ext. 245  REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:  TAG PROPERTY DESCRIPTION OF ITEM SERIAL NUMBER MODEL YEAR CONDICTOR (Y /N) NUMBER  yes #161557 Dodge Rem 1500-4x4 truck 187HF16Y1x5231007 1/2 ton 4x4 pxx  Disposal Comments: The truck is beyond repair. Estimates exceed the value of vehicle.
Property Custodian (PRINT FULL NAME)  Property Custodian (Signature): Phone No: 850-432-0800, ext. 245  REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:  TAG PROPERTY DESCRIPTION OF ITEM SERIAL NUMBER MODEL YEAR CONDICTOR (Y /N) NUMBER  yes #161557 Dodge Rem 1500-4x4 bruck 187HF16Y1XS231007 1/2 ton 4x4 pox  Disposal Comments: The truck is beyond repair. Estimates exceed the value of vehicle.  INFORMATION TECHNOLOGY (IT Technician):  Print Name  Conditions: Dispose-Good Condition-Unusable for BOCC  X Dispose-Bad Condition-Send for recycling-Unusable
Property Custodian (Signature):  Phone No: B50-432-0800, ext. 245  REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:  TAG PROPERTY DESCRIPTION OF ITEM SERIAL NUMBER MODEL YEAR CONDICTION NUMBER  Yes #161557 Dodge Ram 1500 4x4 buck 187HF16Y1X5231007 1/2 ton 4x4 pxx  Disposal Continents: The truck is beyond repair. Estimates exceed the value of vehicle.  INFORMATION TECHNOLOGY (IT Technician):  Print Name  Conditions: Dispose-Good Condition-Unusable for BOCC  X Dispose-Bad Condition-Send for recycling-Unusable
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Conditions: Dispose-Good Condition-Unusable for BOCC  X Dispose-Bad Condition-Send for recycling-Unusable
X Dispose-Bad Condition-Send for recycling-Unusable
Compare is ready for disposition
Date: Information Technology Technician Signature:
Date:
FROM: Escambia County Department Director (Signature):
FROM: Escambia County Department Director (Signature):  Director (Print Name):  Staphen Hall
Director (Print Name): 57201100 1441
RECOMMENDATION:
TO: Board of County Commissioners
Meeting Date:
Precing 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 Costadina, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

lerk & Co	mptroller's Finance Departn	nent				
isposing D	Department: Pensacola Bay (	Center	COST CEN	ITER NO:	36402	
well			DATE:	1/29/15		
ustodian (	PRINT FULL NAME).			<del></del>		
ustodian (i	Signature):	all	Phone No:	850-432-08	100, ext. 24	5
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X Dis	pose-Bad Condition-Send for rec	yeling-Unusable				
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Result for t	Disposition					
	Information Technology Tech	nician Signature:				<del>_</del> . <u>.</u>
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	Director (Print N	ате):	Stepho	in Her	//	
NDATION	:					<del></del>
te:						
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nent Has Re	en Auctioned / Sold		<u></u> -			
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	o Clerk & Comptediar's Finance	<del></del> _			DRIC	
Я мегишей і	to elete or contibuotion a Littinum	e Department				
motmiler's	Finance Signature of Receipt	_	Date			
		osition form. See D		ta for direction.	rev. sh li.	.19.13
	isposing I well ustodian ( ustodian ( THE FOLI OPERTY UMBER #  TON TECH  Dis X Dis Ready for I  ambia Count te: y the Count th	isposing Department: Pensacola Bay well ustodian (PRINT FULL NAME). ustodian (Signature):  THE FOLLOWING ITEM(S) TO BE DIS OPERTY DESCRIPTION OF ITEM UMBER Iso-Matic ics machine  TION TECHNOLOGY (IT Technician):  Dispose-Good Condition-Unusable X Dispose-Bad Condition-Send for rec Ready for Disposition  Information Technology Tech ambia County Department Director (Signature)  Director (Print New County Commissioners  te:  y the County Commission and Recorded in the county Commission and	ustodian (PRINT FULL NAME).  Ustodian (Signature):  THE FOLLOWING ITEM(S) TO BE DISPOSED:  OPERTY DESCRIPTION OF ITEM SERIAL  UMBER  Iso-Matic ica machine E21  TON TECHNOLOGY (IT Technician):  Print Name  Dispose-Good Condition-Unusable for BOCC  X Dispose-Bad Condition-Send for recycling-Unusable  Ready for Disposition  Information Technology Technician Signature:  Director (Print Name):  ENDATION:  ard of County Commissioners  te:  y the County Commission and Recorded in the Minutes of:  ment Has Been Auctioned / Sold  at Name  g Returned to Clerk & Comptroller's Finance Department  mptroller's Finance Signature of Receipt	isposing Department: Pensacola Bay Center  Well DATE:  Ustodian (PRINT FULL NAME).  Ustodian (Signature): Phone No:  THE FOLLOWING ITEM(S) TO BE DISPOSED:  OPERTY DESCRIPTION OF ITEM SERIAL NUMBER  UMBER  # Iso-Mark ica machine E211-95388-Z  TION TECHNOLOGY (IT Technician):  Print Name  Dispose-Good Condition-Unusable for BOCC  X Dispose-Bad Condition-Send for recycling-Unusable  Ready for Disposition  Information Technology Technician Signature:  Director (Print Name): Studies  And of County Department Director (Signature):  Director (Print Name): Pam Children, Clerk  By (Deputy Clerk)  The County Commission and Recorded in the Minutes of:  Pam Children, Clerk  By (Deputy Clerk)  The Name Signature  Returned to Clerk & Comptroller's Finance Department  Impuroller's Finance Signature of Receipt Date	isposing Department: Pansacola Bay Center  COST CENTER NO:  well  DATE: 1/29/15  ustodian (PRINT FULL NAME).  Ustodian (Signature): Phone No: 850-432-08  THE FOLLOWING ITEM(S) TO BE DISPOSED:  OPERTY DESCRIPTION OF ITEM SERIAL NUMBER MODEL  UMBER  Iso-Matic ica machine Ez11-6538-2  Imments: Ice maker used in kitchen beyond repair- replaced with Capital funds.  TION TECHNOLOGY (IT Technician): Print Name  Dispose-Good Condition-Unusable for BOCC  X Dispose-Bad Condition-Send for recycling-Unusable  Ready for Disposition  Information Technology Technician Signature:  ENDATION:  Director (Print Name): Stephan Harmonia of County Commission and Recorded in the Minutes of:  Pam Children, Clerk of the Circuit C By (Deputy Clerk)  Pam Children, Clerk of the Circuit C By (Deputy Clerk)  Pan Children, Clerk of the Circuit C By (Deputy Clerk)  Pan Returned to Clerk & Comptroller's Finance Department	isposing Department: Pensacola Bay Center  COST CENTER NO: 36402  well  DATE: 1/29/15  ustodian (PRINT FULL NAME).  ustodian (Signature): Phone No: 850-432-0800, ext. 24  THE FOLLOWING ITEM(S) TO BE DISPOSED:  OPERTY DESCRIPTION OF ITEM SERIAL NUMBER MODEL YEAR  UMBER  Iso-Marie ics machine E211-65188-2  Print Name  Dispose-Good Condition-Unusuble for BOCC  X Dispose-Good Condition-Send for recycling-Unusuble  Ready for Disposition  Information Technology Technician Signature:  Director (Print Name): Stephan Hall  ENDATION:  und of County Commissioners  is:  y the County Commission and Recorded in the Minutes of:  Pam Critical for the Circuit Court & Compte By (Deputy Clerk)  Pam Critical for the Circuit Court & Compte By (Deputy Clerk)  Date  Resultioned is Signature  Date  Date  Date

<b>T</b> 0:	Clerk & Co	mptroller's Finance Department	t				
FROM:	Disposing I	Department: Pensacola Bay Cen	nter	_COST CEN	TER NO:	36402	
Scott Co	omwell			DATE:	12/8/14		
Property	y Custodian (	PRINT FULL NAME)		_			
Property	y Custodian (	Signature):	el/_	Phone No:	850-432-080	0, ext. 24	5
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(Y/N)	NUMBER			<del></del>			
	052150-000	scarner router & paint	n/ı		CRD1800-1000S	2003	
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INFORM	MATION TECH	NOLOGY (IT Technician):					
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Compute	er is Ready for i	Disposition					
Date:		Information Technology Technici	ian Signature:		<del></del>		
Date				74			
Date:	E	 nty Department Director (Signature):		110	L/26		
FRUM:	Escumbia Com	n's Debut disent Director (Signature):		-	7	·	
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		Director (Print Nume	· · · · · ·	1 Chill	70(1		
RECOM	MENDATION	I:					
TO:	Board of Coun	ty Commissioners					
Meeting	, Date:			<del></del>	<del></del>		
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				(Deputy Clerk)		•	
	<u> </u>	·					
This Eq	uipment Has B	een Auctioned / Sold					
by:							
- —	Print Name		Signature			Date	
		to Clerk & Comptroller's Finance De					
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		Finance Signature of Receipt		<del></del>	5 . N		10 12
Property	Custedlan, pleas	e complete applicable portions of disposit	ion form. See Disp	osal process charts	for direction.	rev. sh I l	.19.13



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7657 County Administrator's Report 15. 2.
BCC Regular Meeting Technical/Public Service Consent

**Meeting Date:** 02/19/2015

**Issue:** Solid Waste Management - Request for Disposition of Property

**From:** Pat Johnson, Department Director

Organization: Solid Waste

**CAO Approval:** 

#### **RECOMMENDATION:**

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

That the Board approve the three Request for Disposition of Property Forms for the Solid Waste Management Department, for property which is described and listed on the Disposition Forms, 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 the items be auctioned as surplus or properly disposed of.

#### **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 forms 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:**

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**

SWMD Dispositions 02\_19\_2015

	omptroller's Finance Department Department: Solid Waste		NTER NO:	230306	
Susan R. Holt		DATE:	January 29	2015	
	(PRINT FULL NAME)	DATE.	January 29	, 2015	
Property Custodian	(Signature): Swan k	Phone No:	595-4579		
TAG PROPERTY	LOWING ITEM(S) TO BE DISPOSE  DESCRIPTION OF ITEM	SED: SERIAL NUMBER	MODEL	I ME LE	T GOVERNMENT
(Y/N) NUMBER	DESCRIPTION OF THEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N 44310	Ingram 40-yd Roll-Off Container	58787	DOSTO	4000	
N 47944	Galbreath 40-yd Roll-Off Container	81681	RS578	1996	Poor
N 45816	Galbreath 40-yd Roll-Off Container	63913	R2278-1	1999	Poor
N 44315	Ingram 40-yd Roll-Off Container	58784	R2278 R2278	1997	Poor
N 48546	Galbreath 40-yd Roll-Off Container	87094	R2278-2	1996	Poor
N 44313	Ingram 20-yd Roll-Off Container	58782	R2242	1996	Poor
Disposal Comments:	Containers listed above are in v			1 1000	1 1001
Computer is Ready for Date:  Date: 2/2/15 FROM: Escambia Cour	Disposition  Information Technology Technician  ty Department Director (Signature):  Director (Print Name):	Paliteh (			
Meeting Date:	y Commissioners				
Approved by the County	Commission and Recorded in the Min	Pam Childers, Clerk By (Deputy Clerk)	of the Circuit Co	urt & Comptre	oller
This Equipment Has Be	en Auctioned / Sold				
y:					
Print Name		nature		Date	
Property Tag Returned to	o Clerk & Comptroller's Finance Depa	artment		1600 84	
Clerk & Comptroller's F	Finance Signature of Receipt	Date			
	complete applicable portions of disposition	form. See Disposal process charts	for direction.	rev. sh 11.1	19.13

rev. sh 11.19.13

TO:		omptroller's Finance Departme	ent				
FROM	: Disposing I	Department: Solid Waste		COST CE	NTER NO:	230306	
Susan	R. Holt			DATE:	January 29	. 2015	
Proper	ty Custodian (	(PRINT FULL NAME)					
	ty Custodian (			Phone No:	595-4579		
		LOWING ITEM(S) TO BE DISP		A = 100 AN ANALAS			
TAG	PROPERTY	DESCRIPTION OF ITEM	SERI	AL NUMBER	MODEL	YEAR	CONDITION
(Y/N)	NUMBER	Cally and Dall Off Cally			1 20000		
N	45645	Galbreath 30-yd Roll-Off Container		63254	RCA2242	1997	Poor
N	49295	Galbreath 30-yd Roll-Off Container		91045	RCA2242	2000	Poor
N	49292	Galbreath 30-yd Roll-Off Container		91042	RCA2242	2000	Poor
N	49293	Ingram 30-yd Roll-Off Container		91043	RCA2242	2000	Poor
N	45647 49296	Galbreath 30-yd Roll-Off Container		63256	RCA2242	1997	Poor
	l Comments:	Ingram 30-yd Roll-Off Container  Containers listed above are in		91046	RCA2242	2000	Poor
Condition Compute Date:	ons:Dis	INOLOGY (IT Technician):  pose-Good Condition-Unusable for pose-Bad Condition-Send for recyclosposition  Information Technology Technic	cling-Unusabl		1		
	-	nty Department Director (Signature)  Director (Print Nam		ick Johnson	fo		
		: y Commissioners					
Approve	d by the County	Commission and Recorded in the	Minutes of:	Pam Childers, Clerk By (Deputy Clerk)	k of the Circuit Co	urt & Comptr	oller
This Equ	ipment Has Be	en Auctioned / Sold					
by:	L. Kruž saci		Carlotte a				
	Print Name		Signature			Date	
Property	Tag Returned to	o Clerk & Comptroller's Finance D	epartment				
av Quo	6	V 180 - 180 - 1		-		-	
		inance Signature of Receipt		Date			
Property	Custodian, please	complete applicable portions of disposi	tion form. See	Disposal process chart	s for direction.	rev. sh 11.	19.13

TO:	Clerk & Co	omptroller's	Finance Departm	ent				
FROM	: Disposing	Department:	Solid Waste		COST CE	NTER NO:	230306	
Susan	R. Holt				DATE:	January 29	. 2015	
Proper	ty Custodian	(PRINT FUI	LL NAME)				, ==	
Proper	ty Custodian	(Signature):	Swan	R. Hoe	Phone No:	595-4579		
			EM(S) TO BE DISI		AL MUMADED	Mobbi	Lypin	Lagurania
TAG (Y/N)	PROPERTY NUMBER	DESCRI	PTION OF ITEM	SERI	AL NUMBER	MODEL	YEAR	CONDITION
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N	50644		l-yd Roll-Off Container	i e	96230	RCA2242	1997	Poor
N	53391		-yd Roll-Off Container		111430	RCA2242	2004	Poor
N	54090		yd Roll-Off Container		118429	RCA2242	2005	Poor
N	50262		t Can Crusher		11031	M250-7	2001	Poor
							2001	1 001
	I Comments:		listed above is in	very poor co	endition and will b	e scrapped.		
Date:	2/2/15 Escambia Cour	Information	n Technology Techn		Palrah	Ju		
			Director (Print Nar	me): Patr	ick Johnson			
TO: Meeting		ty Commission	ners and Recorded in the	Minutes of:				
					Pam Childers, Cler By (Deputy Clerk)	k of the Circuit Co	ourt & Comptr	roller
This Equ	uipment Has Be	en Auctioned	/ Sold					
by:								
	Print Name			Signature			Date	
Property	Tag Returned	to Clerk & Cor	mptroller's Finance l	Department				
Clerk &	Comptroller's	Finance Signat	ure of Receipt	-	Date		-	
Property	Custodian, please	e complete applie	cable portions of dispos	sition form. See	Disposal process chart	s for direction.	rev. sh 11.	19.13



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7560 County Administrator's Report 15. 3.
BCC Regular Meeting Technical/Public Service Consent

**Meeting Date:** 02/19/2015

**Issue:** Purchasing Policies PP-120 and PP-130 **From:** Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Purchasing Policies and Procedures PP-120 "Piggybacking Off Other Entities Contracts" and PP-130 "Utilizing State of Florida Term Contracts" - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve the revisions to the Purchasing Policies and Procedures PP-120 "Piggybacking Off Other Entities Contracts" and PP-130 "Utilizing State of Florida Term Contracts," to include the requirement for a formal bid for purchases meeting the mandatory bid amount prior to the determination to go forward with a purchase utilizing the bid of another agency or the State of Florida Department of Management Services, "piggybacking."

#### BACKGROUND:

A presentation was made at the Committee of the Whole on November 13, 2014, recommending some guidelines to be in place before being allowed to piggyback on the bid of another agency and utilize the contract of another agency such as a State/GSA contract. The recommendation was to require that Purchasing conduct a formal bid that will remain on the street for a minimum of 30 days for purchases meeting the mandatory bid amount. If it is determined after the bid results are evaluated that there are no bids lower than price included in the current "piggybackable" contract, the Board recommendation will be to piggyback or purchase from the available current contract. If there is a lower, responsive bidder, then the Board recommendation will be to award based on the County's bid determination. As with all formal bids, the bids will be advertised in the Pensacola News Journal and placed on the County's web site. The Purchasing Policies relating to the practice of utilizing the bids or another agency termed "piggybacking" have been revised to reflect the direction of the Board of Commissioners.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

These policies are being presented for review and approval for purposes of information and documentation.

#### IMPLEMENTATION/COORDINATION:

The policies will be incorporated in the Policy and Procedure manual of the Office of Purchasing.

#### **Attachments**

PP-120

PP-130

PP-120Revised2/19/2015

PP130revised 2/19/2015



#### Board of County Commissioners Office of Purchasing **Title:**

#### Piggybacking off Other Entities Contracts

Effective Date: 10/28/98 Supersedes Date: 12/20/96

Procedure No: PP-120

Page No: 1 of 3

#### I. Definition

"Piggyback" is a procedure of procuring goods or services without formal bid procedures via utilizing other public entity's award of an Invitation to Bid or Request for Proposal. This procedure exempts piggybacks off the State of Florida, Department of Management Services, Division of Purchasing State Contracts and GSA contracts, and awarded bids by local, state, or national government agencies, government cooperative purchasing organizations or purchasing associations.

#### II. General

The piggybacked bid should not have been awarded more than twelve (12) months prior to piggyback, or currently be during the term of the contract.

The County should be cautious when piggybacking another entity's bid. The award will be in accordance with all the terms and conditions, prices, time frames, and other criteria as included in the Invitation to Bid. Changes to terms and conditions, etc., are not allowable. Additional options may be included unless the total dollar value of the options is in excess of the County's bid limit. It is recommended that the user department/division contact the user department/division of the other entity to determine that the item is exactly what is needed by the County. Additionally, to determine if they would recommend piggybacking of the award (did the vendor perform appropriately?).

#### III. Procedure

Purchasing Agents should have all piggybacks pre-approved by the Purchasing Manager prior to performing the following due diligence, to assure that piggybacking for the purchase in question will be appropriate.

The following documentation shall be included in the due diligence for piggyback:

1. A full copy of the Invitation to Bid. The vendor's price sheet, vendor's signature, allowance for piggybacking by other entity, and notification of award. Date of purchase order or contract, and expiration date.



#### Board of County Commissioners Office of Purchasing **Title:**

**Piggybacking off Other Entities Contracts** 

Effective Date: 11/21/02 Supersedes Date: 11/1/01

Procedure No: PP-120

Page No: 2 of 3

2. Quotation from vendor, offering to honor the same prices under the same terms and conditions as indicated in the Invitation to Bid.

#### IV. Award

Award shall be in accordance with Procedure No. PP-020, Delegation of Signature Authority as delegated for purchases exceeding \$50,000. The Office of Purchasing and the Client Department will coordinate placement on the Board Agenda. It is not a requirement that these types of procurements be placed on Committee Agenda.

Piggyback awards shall be made in accordance with Ordinance 2001-60, Section 46-64 Award Approval and Threshold Authority

- A. The Board of County Commissioners also hereby approves every contract entered into and every purchase or award in an amount not to exceed the mandatory bid amount of \$50,000.00 and all other purchases exempted from this article under Section 46-44. Pursuant to this approval, the Board of County Commissioners hereby delegates to the County Administrator or designee, threshold approval authority to execute contracts for such purchases or awards of up to \$50,000.00.
- B. For <u>any</u> purchase or award made in accordance with this article exceeding the mandatory bid amount of \$50,000.00, the contract for such purchase or award shall be specifically approved by the Board of County Commissioners and shall be executed by the County Administrator or designee.
- C. Purchases or awards, exempted from the competitive purchasing provisions of this article under Section 46-44, also shall be governed by the threshold approval authority of this section.
- D. The Clerk to the Circuit Court as ex officio clerk and accountant of the Board of County Commissioners and as auditor, recorder, and custodian of all County funds, is authorized to accept, audit and process all such agreements, purchases, or awards made on behalf of the County pursuant to this article as the act and deed of the County.



#### Board of County Commissioners Office of Purchasing

#### Title:

#### **Piggybacking off Other Entities Contracts**

Effective Date: 11/1/01 Supersedes Date:

Procedure No: PP-120

Page No: 3 of 3

Piggyback procurement meet Board approval as specified in the Escambia County Purchasing Ordinance 98-47, Section 1-14-20, Organization, subparagraph (d), Board Approval, stated as follows: The Board of County Commissioners hereby approves every agreement entered into and every purchase or award made in accordance with this ordinance in an amount not to exceed fifty thousand dollars (\$50,000.00) and all other purchases exempted from this ordinance. The Clerk of the Circuit Court as ex-officio clerk and accountant of the Board of County Commissioners and as auditor, recorder, and custodian of all County funds, is authorized to accept, audit and process all such agreements, purchases, or awards made on behalf of the County pursuant to this article as the act and deed of the County.

#### V. Limitations

Only purchases can be piggybacked, sale or trade-ins must be sold separately. Should the piggybacked bid have a line item(s) for trade-in of used equipment, this line item(s) cannot be piggybacked.

#### VI. Example

County issued an Invitation to Bid for a Grader. Line item number 2 provided for a trade-in of a 10 year old grader. Award was made by Escambia County to Tractor & Equipment, Inc., for both line items. Item number 1 (purchase of grader) is piggybackable, but item number 2 (trade-in of used grader) is not piggybackable.



# Board of County Commissioners Office of Purchasing **Title:**

Utilizing State of Florida Term Contracts

Effective Date: 11/1/01 Supersedes Date: 10/27/98

Page No: 1 of 1

Procedure No: PP-130

# **GENERAL:**

The County has the option to utilize State of Florida Term Contracts when purchasing certain goods, services, and capital equipment.

These contracts established by the Department of Management Services, Division of Purchasing in Tallahassee include goods and services that are common to state agencies, local governments, and public entities. These goods and services are consolidated and standard specifications are prepared and developed into State Contracts. The contracts are awarded for specified time periods, and are available for use by County, Municipality, and other local public entities.

## **PROCEDURE:**

The requirement for solicitation of quotations or bids shall not apply to purchases that are below or exceed the \$50,000 formal bid threshold, established by the County Purchasing Ordinance, regarding State of Florida Term Contracts or Federal GSA schedules, where use is authorized by the General Services Administration.

Client Departments will forward a requisition to the Office of Purchasing for all goods and services on State of Florida Term Contracts.

# **AUTHORITY:**

The County Administrator has delegated to the Purchasing Manager authority to make purchases/awards in an amount less than \$20,000.00 utilizing State Contracts, provided they are budgeted items, and are made in the best interest of the County. The Chairman or in his/her absence, the Vice-Chairman must execute contracts for purchases and awards of \$20,000.00 to \$50,000.00.

The Board of County Commissioners shall make awards in any amount \$50,000 or more, in accordance with the County Purchasing Ordinance 2001-60 Section 46-64 Award Approval and Threshold Authority.



# Board of County Commissioners Office of Purchasing Title: Piggybacking off Other Entities Contracts

Page No: 1 of 3

Procedure No: PP-120

Effective Date: 2/19/2015

# I. Definition

"Piggyback" is a procedure of procuring goods or services without formal bid procedures via utilizing other public entity's award of an Invitation to Bid or Request for Proposal as provided for in Section 46-44 (6) of the Escambia County Code of Ordinance. This provision exempts the award of bids by this procedure from the County mandatory bid process and would apply to piggybacks off the State of Florida, Department of Management Services, Division of Purchasing State Contracts and GSA contracts, and awarded bids by local, state, or national government agencies, government cooperative purchasing organizations or purchasing associations. Effective February 19, 2015 a policy of awarding a contract or purchase order meeting the mandatory bid requirement utilizing the "piggyback" procurement process will not be used without a formal solicitation completed by the Office of Purchasing unless the requirement is waived by the County Administrator. This policy does not amend the provisions of the local preference policy regarding the posting of pending vehicle and equipment purchases-PP-060.

# II. General

Expenditures of \$50,000 or more that have been determined to be available to Escambia County through the utilization of GSA or other contracts previously Solicitited and awarded by state or national agencies, Governmental or Purchasing Cooperatives through the "Piggyback" procurement procedure will require a formal Solicitation by the Office of Purchasing. The bids or Cost proposals received as a result Of the County's solicitation process will be compared and evaluated against the bids or cost proposals received for the Contract available for use as a "piggback". A tab sheet will be posted to include all bid amounts.

All solicitations for which a "piggyback" is under consideration shall contain the following statements regarding the potential outcome

"In accordance with Escambia County Code of Ordinances Chapter 46-94, County reserves the right to exercise the option to procure goods and Services specified in [PDxx-xx.xxx] by utilizing the previously solicited Current, GSA, State of Florida or other agency contracts"

The goods or services specified in the (Invitation to Bid/Request for Proposal) PDxx-xx.xxx are available to be procured by Escambia County through the utilization of contract described.

Example: DMS contract #xxxxxx - http://www.dms.mvflorida.com/business



# Board of County Commissioners Office of Purchasing

#### Title:

# Piggybacking off Other Entities Contracts

Effective Date: 2/19/15 Supersedes Date:

11/21/02

The piggybacked bid should not have been awarded more than twelve (12) months prior to piggyback, or currently be during the term of the contract.

Procedure No: PP-120

Page No: 2 of 3

The County should be cautious when piggybacking another entity's bid. The award will be in accordance with all the terms and conditions, prices, time frames, and other criteria as included in the Invitation to Bid. Changes to terms and conditions, etc., are not allowable. Additional options may be included unless the total dollar value of the options is in excess of the County's bid limit. It is recommended that the user department/division contact the user department/division of the other entity to determine that the item is exactly what is needed by the County. Additionally, to determine if they would recommend piggybacking of the award (did the vendor perform appropriately?).

# III. Procedure

Purchasing Agents should have all piggybacks pre-approved by the Purchasing Manager prior to performing the following due diligence, to assure that piggybacking for the purchase in question will be appropriate.

The following documentation shall be included in the due diligence for piggyback:

- A full copy of the Invitation to Bid. The vendor's price sheet, vendor's signature, allowance for piggybacking by other entity, and notification of award. Date of purchase order or contract, and expiration date.
- Quotation from vendor, offering to honor the same prices under the same terms and conditions as indicated in the Invitation to Bid.
- Bid Tab prepared with bid amounts.

# IV. Award

Award shall be in accordance with Procedure No. PP-020, Delegation of Signature Authority as delegated for purchases exceeding \$50,000. The Office of Purchasing and the Client Department will coordinate placement on the Board Agenda.

Piggyback awards shall be made in accordance with Ordinance 2001-60, Section 46-64 Detailed below:



# Board of County Commissioners Office of Purchasing

# Title:

# Piggybacking off Other Entities Contracts

Effective Date: 1/1/15 Supersedes Date: 11/21/02 Procedure No: PP-120

Page No: 3 of 3

# Sec. 46-64. Award Approval and Threshold Authority detailed below.

- (a) The Board of County Commissioners also hereby approves every contract entered into and every purchase or award in an amount not to exceed the mandatory bid amount of \$50,000.00 and all other purchases exempted from this article under Section 46-44. Pursuant to this approval, the Board of County Commissioners hereby delegates to the County Administrator or designee, threshold approval authority to execute contracts for such purchases or awards of up to \$50,000.00.
- For any purchase or award made in accordance with this article exceeding the mandatory bid amount of \$50,000.00, the contract for such purchase or award shall be specifically approved by the Board of County Commissioners and shall be executed by the County Administrator or designee.
- (c) Not withstanding the above threshold approval authority, change orders to any purchase or award shall be executed pursuant to the threshold levels set out in section 46-86
- (d) Purchases or awards, exempted from the competitive purchasing provisions of this article under Section 46-44, also shall be governed by the threshold approval authority of this section.
- The Clerk to the Circuit Court as ex officio clerk and accountant of the Board of County Commissioners and as auditor, recorder, and custodian of all County funds, is authorized to accept, audit and process all such agreements, purchases, or awards made on behalf of the County pursuant to this article as the act and deed of the County.

#### V. Limitations

Only purchases can be piggybacked, sale or trade-ins must be sold separately. Should the piggybacked bid have a line item(s) for trade-in of used equipment, this line item(s) cannot be piggybacked.

#### VI. Example

County issued an Invitation to Bid for a Grader. Line item number 2 provided for a trade-in of a 10 year old grader. Award was made by Escambia County to Tractor & Equipment, Inc., for both line items. Item number 1 (purchase of grader) is piggybackable, but item number 2 (trade-in of used grader) is not piggybackable.



# Board of County Commissioners Office of Purchasing Title: Utilizing State of Florida Term Contracts

Effective Date: 2/19/2015

Procedure No: PP-130

Page No: 1 of 1

### I. General

The County has the option to utilize State of Florida Term Contracts when purchasing certain goods, services, and capital equipment.

These contracts established by the Department of Management Services, Division of Purchasing in Tallahassee include goods and services that are common to state agencies, local governments, and public entities. These goods and services are consolidated and standard specifications are prepared and developed into State Contracts. The contracts are awarded for specified time periods, and are available for use by County, Municipality, and other local public entities. For purchases utilizing State of Florida Term Contracts meeting the mandatory bid threshold amount of \$50,000, the provisions of PP-120 "Piggyback" Purchases will apply. This policy does not amend the provisions of the local preference policy regarding the posting of pending vehicle and equipment purchases-PP-060.

# II. Procedure

The requirement for solicitation of quotations shall apply to purchases that are below the \$50,000 formal bid threshold, established by the County Purchasing Ordinance, regarding State of Florida Term Contracts or Federal GSA schedules, where use is authorized by the General Services Administration.

Client Departments will forward a requisition to the Office of Purchasing for all goods and services on State of Florida Term Contracts.

# III. Authority

The County Administrator has delegated to the Purchasing Manager authority to make purchases/awards in an amount less than \$50,000.00 utilizing State Contracts, provided they are budgeted items, and are made in the best interest of the County. The Chairman or in his/her absence, the Vice-Chairman must execute contracts for purchases and awards of \$50,000.00 or more in accordance with the County Purchasing Ordinance 2001-60 Section 46-64 (a) Award Approval and Threshold Authority.

The Board of County Commissioners shall make awards in any amount \$50,000 or more, in accordance with the County Purchasing Ordinance 2001-60 Section 46-64 (b) Award Approval and Threshold Authority.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7676 County Administrator's Report 15. 4.
BCC Regular Meeting Technical/Public Service Consent

**Meeting Date:** 02/19/2015

Issue: Community Redevelopment Agency Meeting Minutes, January 22, 2015

From: Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:** 

# **RECOMMENDATION:**

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, January 22, 2015 - Keith T. Wilkins, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the January 22, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

# **BACKGROUND:**

On January 22, 2015, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes is attached.

# **BUDGETARY IMPACT:**

No budgetary impact is anticipated.

# **LEGAL CONSIDERATIONS/SIGN-OFF:**

Legal consideration is not necessary for this recommendation.

# **PERSONNEL:**

CED/CRA staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

# POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

# IMPLEMENTATION/COORDINATION:

There are no Implementation or Coordination tasks associated with this recommendation.

# **Attachments**

# CRABOARD-JANMINUTES-FEB2015



# MINUTES COMMUNITY REDEVELOPMENT AGENCY January 22, 2015 8:45 a.m.

# BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING 221 PALAFOX PLACE, PENSACOLA, FLORIDA

Present: Doug Underhill, Commissioner

Lumon J. May, Commissioner Wilson Robertson, Vice Chair

Steven L. Barry, Chair

Absent: Grover Robinson, IV, Commissioner

Staff Present: Jack R. Brown, County Administrator

Alison Rogers, County Attorney Clara Long, Division Manager Keith Wilkins, Department Director

Melanie Johnson, Administrative Assistant

Call to Order. 8:50 a.m.

#### (PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

Motion made by Commissioner Lumon J. May, Seconded by Commissioner Doug Underhill Commissioner Robinson Absent

Vote: 4 - 0 - Unanimously

### **Proof of Publication**

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

Motion made by Chair Steven L. Barry, Seconded by Commissioner Lumon J. May Commissioner Robinson Absent

Vote: 4 - 0 - Unanimously

#### I. Public Forum

#### II. Technical/Public Service

Motion made by Commissioner Lumon J. May, Seconded by Vice Chair Wilson Robertson Commissioner Robinson Absent

Vote: 4 - 0 - Unanimously

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, January 22, 2015 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the January 22, 2015, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner Lumon J. May, Seconded by Commissioner Doug Underhill Commissioner Robinson Absent

Vote: 4 - 0 - Unanimously

III. Budget/Finance

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following six Residential Rehab Grant Program Funding and Lien Agreements:

- 1. The Agreements between Escambia County CRA and Dovie Soloe, the owner of residential property located at 108 Jardine Road A, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for electrical rewiring, and install central heating and air conditioning system;
- 2. The Agreements between Escambia County CRA and Dorothy Ward, the owner of residential property located at 224 Payne Road, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, to install new windows;
- 3. The Agreements between Escambia County CRA and Christopher Hall, the owner of residential property located at 420 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$4,237, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, to install central heating and air conditioning system;
- 4. The Agreements between Escambia County CRA and Sarah Bowlby, the owner of residential property located at 2612 West Jackson Street, Pensacola, Florida, in the Brownsville Redevelopment District, each in the amount of \$5,456 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, to install new windows and install storm shutters:
- 5. The Agreements between Escambia County CRA and Mary Thene Thomas, the owner of residential property located at 1105 West Jordan Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$2,925 representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, to install a new roof;
- 6. The Agreements between Escambia County CRA and Mattie R. Carter, the owner of residential property located at 1900 West Maxwell Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$2,874 representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 220520, Object Code 58301, to install a new roof; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Motion made by Commissioner Lumon J. May, Seconded by Vice Chair Wilson Robertson Commissioner Robinson Absent

Vote: 4 - 0 - Unanimously

2 Recommendation Concerning Sponsoring the 2nd Annual Celebrating Brownsville Community Festival - Keith Wilkins, Community & Environment Department Director

That the Board take the following action to sponsor the 2nd Annual Celebrating Brownsville Community Festival, in the Brownsville Redevelopment Area, with a budget not to exceed \$10,000 to be funded through the Brownsville Tax Increment Financing (TIF).

[Funding Source: CRA Brownsville TIF Cost Center 220515]

Motion made by Vice Chair Wilson Robertson, Seconded by Commissioner Doug Underhill Commissioner Robinson Absent

Vote: 4 - 0 - Unanimously

Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program
Funding and Lien Agreements for 3770 Barrancas Avenue - Keith Wilkins, Community & Environment
Department Director

That the Board take the following action concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements:

A. Approve the Commercial Facade Grant Program Funding and Lien Agreements between Escambia County CRA and Granger Development & Brokerage Service, Inc, the owner of commercial property located at 3770 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$3,975 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, and/or Neighborhood Enterprise Division (NED) 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220435, Object Code 58301, for exterior painting and restoration of architectural features; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

Motion made by Vice Chair Wilson Robertson, Seconded by Commissioner Lumon J. May Commissioner Robinson Absent

Vote: 4 - 0 - Unanimously

4 Recommendation Concerning the Cancellation of four Residential Rehab Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellation of four Residential Rehab Grant Program Liens, as the Grant recipients have met their Grant requirements:

Property Owner	Address	Amount
Deborah Brock	207 Henry Street	\$882

Willis C. and Connie F. Fails	1716 W. St. Joseph Street	\$1,175
Jose C. Reyes	1306 Wisteria Avenue	\$1,275
David A. Wigley	214 Henry Street	\$1,087

B. Authorize the Chairman to execute the Cancellation of Lien documents.

Motion made by Commissioner Lumon J. May, Seconded by Commissioner Doug Underhill Commissioner Robinson Absent

Vote: 4 - 0 - Unanimously

# 6 IV. Discussion/Information Items

7 Adjournment.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7671 County Administrator's Report 15. 5.

BCC Regular Meeting Technical/Public Service Consent

**Meeting Date:** 02/19/2015

**Issue:** Reappointment to the Escambia County Mass Transit Advisory

Committee (MTAC)

**From:** Joy D. Blackmon, P.E., Department Director

**Organization:** Public Works

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning a Reappointment to the Escambia County Mass Transit Advisory Committee - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Mayoral appointee to the Escambia County Mass Transit Advisory Committee (MTAC):

A. Acknowledge the reappointment of Ms. Deborah J. Corbin, as the Mayoral appointee from the City of Pensacola, to the Escambia County Mass Transit Advisory Committee, effective retroactively February 1, 2015, and running concurrently with the term of the current Mayor of the City of Pensacola, Mr. Ashton J. Hayward, III; and

B. Request that the County Administrator's Office provide a Letter of Reappointment to Ms. Deborah J. Corbin.

Ms. Corbin submitted a Resume, and has served on the MTAC for the past year; at this time, Mayor Hayward would like to reappoint Ms. Corbin.

# **BACKGROUND:**

Ms. Corbin submitted a resume, and has served on the MTAC for the past year. At this time, Mayor Hayward would like to reappoint Ms. Deborah Corbin.

# **BUDGETARY IMPACT:**

N/A

# **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

# **PERSONNEL:**

# **POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board's policy requires the Escambia County Board of County Commissioners' approval of all committee appointments.

# **IMPLEMENTATION/COORDINATION:**

This appointment shall become effective upon approval by the Board.

# **Attachments**

Reappointment Ltr



ASHTON J. HAYWARD

February 2, 2015

Ms. Deborah Corbin 221 Dean Road Pensacola, Florida 32503

Dear Deborah:

Thank you for agreeing to serve as my representative on the Escambia County Mass Transit Advisory Committee. Your service to this committee has been invaluable for the past year, and I am grateful you agreed to continue to serve on the committee for the next four year term.

I know you find value in mass transportation and enjoy being a part of the process for improving aspects for all riders and citizens. As mayor, safety is a priority in my administration, and I am confident that it will continue to be a priority of the Escambia County Mass Transit Advisory Committee.

Eric Olson, Assistant City Administrator, will be your primary point of contact for all matters related to your membership on the committee. I request that you provide Eric with regular reports on its activities and that you consult with him should you have any need for additional direction and guidance from me. Eric may be reached at 850-435-1696.

Also please be advised, as a member of the ECMTAC you are subject to Florida's Public Records Law and Sunshine Law, as well as the City of Pensacola Code of Ethics. If you have any questions, please call the City Attorney's office at 850-435-1615.

Thank you for your willingness to serve the citizens of our community in this capacity.

Sincerely,

Ashton J. Hayward

Mayor, City of Pensacola

cc: Eric Olson, Assistant City Administrator (via email) Ericka L. Burnett, City Clerk (via email)



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7707 County Administrator's Report 15. 6.
BCC Regular Meeting Technical/Public Service Consent

**Meeting Date:** 02/19/2015

**Issue:** District One Reappointment to the Mass Transit Advisory Committee

**From:** Joy D. Blackmon, P.E., Department Director

**Organization:** Public Works

**CAO Approval:** 

# **RECOMMENDATION:**

Recommendation Concerning the District One Reappointment to the Escambia County Mass Transit Advisory Committee - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the District One appointee to the Escambia County Mass Transit Advisory Committee (MTAC):

A. Confirm the reappointment of James J. "Jim" Faxlanger, as the District One representative to the MTAC, with an appointment term effective February 19, 2015, and running concurrently with Commissioner Wilson B. Robertson's term of office (November 2016), or at his discretion; and

B. Request that the County Administrator's Office provide a Letter of Appointment to Jim Faxlanger.

# **BACKGROUND:**

Confirm the reappointment of James J. "Jim" Faxlanger, as the District One representative to the MTAC, with an appointment term effective February 19, 2015, and running concurrently with Commissioner Wilson B. Robertson's term of office or at his discretion.

# **BUDGETARY IMPACT:**

N/A

# **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

# **PERSONNEL:**

N/A

# **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires that all established committee appointments have Board approval.

# IMPLEMENTATION/COORDINATION:

This appointment shall become effective upon approval by the Board.

# **Attachments**

Faxlanger Resume

# James J. Faxlanger

4159 Erika Ct.
Pensacola, FL 32526
(850) 698-7695
jjfaxlanger@panhandle.rr.com

**Objective:** To be considered for service as a member of the Escambia County Mass Transit Advisory Committee leveraging my leadership, training and management experience to meet organizational objectives and goals

**Professional Summary:** 38 Years of Management and Leadership Experience. Expert in directing highly complex projects that build/optimize organizational processes, measurement systems, and infrastructure, to maximize business results.

- Expert Knowledge of Human Resources Programs (EEO, AA).
- Working experience in accounting and business finance.
- Seasoned in Marketing and Business Development.
- 3 Years of Curriculum Development.
- Certified Master Training Specialist
- Strong Knowledge in Change Management and Problem Solving.
- 19 Years of Director/Executive Level Management.
- Comprehensive knowledge of CMS and Managed Care billing.
- Extensive experience in Strategic Medical Resources Planning.
- 26 Years of Management and Leadership Experience in Medical Facilities.
- Highly seasoned in Physician/medical staff relations
- Financial/Budget/P&L Management Experience (Managed million dollar budgets).
- Comprehensive Knowledge of JCAHO, OSHA and HIPAA Policies.
- Beginning to End Project Management.
- Quality Management.
- Cross Functional Project Team Leadership.
- Strong Proficiency in computer systems.
- Experience in Recruitment of Health Care Professionals.
- -Significant experience in retail and wholesale sales.

# **Education:**

Troy State University	MBA	Graduated 2009
University of Phoenix	BSBA	Graduated 2000
USN School of Health Sciences	HCA	Graduated 1994
US Navy Diving Medical School	DMT	Graduated 1989

Work Experience:

October of 2006 – present
Santa Rosa Medical Center

Director, Wound care and Hyperbarics
6002 Berryhill Rd. Milton FL, 32570

-Designed and established SRMC's first comprehensive wound care center responsible for an increase in net revenue of over \$1 M in its first year.

- Complete daily compliance billing reports, charge entry review, personnel management, training, payroll, and patient satisfaction.
- Daily physician interactions conducting outside sales calls to generate referrals resulting in a highly successful service for the SRMC primary and secondary service areas.

October 2008- September 2009 Interim Director Business Development 6002 Berryhill Rd. Milton FL, 32570

- -Recruited Board Certified ER group resulting in the highest quality Emergency Room in NW Florida.
- -Developed and executed the first strategic marketing plan delivering a systematic advertising plan targeted at increasing new patient base within fiscal restraints resulting in a 9% increase in ER visits.
- -Key participant in establishing the first hospitalist program at SRMC. This has reduced length of stay by 14%, providing consistency in quality and a 4% readmission reduction.
- -Led a diverse team in the development of the 2009 strategic business plan.
- -Co-chair for implementation of customer based marketing concepts raising customer satisfaction score to 96% in one year; the highest in SRMC history.
- -Created relationships with numerous local organizational leaders resulting in a 10% in outpatient service volume.
- -Added five new service line facilities including Urgent Care, Occupational Health, Stroke Care, In-patient medical stabilization for Drug/Alcohol dependency, and Outpatient infusion.
- -Built a state of the art website complete with online systems that serve patients need for information regarding services, bill pay, registration, and electronic feedback.
- -Subject matter expert for HMA Corporation (SRMC parent company) consulting at over 8 Wound Care Centers providing recommendations for increases in profitability, productivity, quality of care, and increase patient satisfaction through the use of economies of scale and best practices.
- -Member of HMA Corporate Marketing Council assisting other facilities in maximizing marketing capabilities and capitalizing on strategic opportunities.

November 1989-October 2007 Command Master Chief US Navy Multiple locations

-Director of Enlisted Personnel responsible for all aspects of training, safety, advancement, discipline, budget, and hyperbaric medicine for over 300 personnel.

-Performed additionally as a high risk training program Instructor, curriculum developer and quality control for 23 courses of instruction at the Naval Diving and Salvage Training Center.

September 1999-July 2003

President

FRA Club Inc..

Panama City, Florida

-Executed business plans to increase revenue and build long term success.

-Completed payroll, employee withholding, corporate taxes, Accounts payable, and all other accounting functions.

June 1997-April 2003

Owner, Sole Proprietor

J&M Cigars,

Panama City, Florida

-Managed sole proprietor retail and wholesale tobacco and accessories store.

-Created and maintained a profitable business until sale of the business occurred due to transfer to shipboard duty in the US Navy.

November 1981-1989

Manager Customer Service

US Postal Service,

San Juan Capistrano, California

-Responsible for distribution and delivery of mail, budget management, EEOC, Union-Management grievance resolution, hiring and termination for over 285 employees. (3<sup>rd</sup> level)

#### **Volunteer Service:**

1997-2000

President

**Gulf Coast CPOA** 

Panama City, Florida

-Founded and organized the chapter. A not-for-profit 501C-19 corporation with a mission to raise funds to assist low income children with higher education costs.

1999-2002

President/Treasurer

FRA Branch 346

Panama City, Florida

-Held both offices over a three year period, serving as the bookkeeper and accountant for this local not-for-profit 501C-19 corporation. First ever, elected President, that was serving on active duty.

2008-2011

Treasurer

WFHS Ouarterback Club

Pensacola, Florida

-Responsible for the accounting and bookkeeping of funds in excess of \$95,000 annually in support of high school prep football.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7716 County Administrator's Report 15. 7.
BCC Regular Meeting Technical/Public Service Consent

**Meeting Date:** 02/19/2015

**Issue:** Revised 2015 BCC Meeting/COW Meeting Schedule

From: Jack Brown, County Administrator

Organization: County Administrator's Office

**CAO Approval:** 

# **RECOMMENDATION:**

Recommendation Concerning the Revised 2015 Board of County Commissioners'

Meeting/Committee of the Whole Workshops Meeting - Jack R. Brown, County Administrator

That the Board approve the Revised 2015 Board of County Commissioners' (BCC) Meeting/Committee of the Whole Workshops Meeting Schedule, as submitted, to include the Special BCC Meeting, scheduled on February 17, 2015, and the First and Second Budget Public Hearings, scheduled on September 8, 2015, at 5:01 p.m., and September 22, 2015, at 5:01 p.m., respectively.

# **BACKGROUND:**

N/A

# **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**

Revised BCC-COW Meeting Schedule

# REVISED 02-19-2015 2015 MEETING SCHEDULE BOARD OF COUNTY COMMISSIONERS/COMMITTEE OF THE WHOLE WORKSHOPS

MEETING	DATE	TIME	CAR DEADLINE 9:00	C/W
DOO:	1411 00 0045		A.M.	DEADLINE 9:00 A.M.
BCC+	JAN. 08, 2015	5:30 P.M.	DEC. 15, 2014	
CW+	JAN. 15, 2015	9:00 A.M.	1441 00 0015	JAN. 09, 2015
BCC+	JAN. 22, 2015	5:30 P.M.	JAN. 09, 2015	
BCC	FEB. 05, 2015	5:30 P.M.	JAN. 26, 2015	
CW	FEB. 12, 2015	9:00 A.M.		FEB. 6, 2015
SPECIAL BCC	FEB. 17, 2015	9:00 A.M.		
BCC	FEB. 19, 2015	5:30 P.M.	FEB. 06, 2015	
BCC	MAR. 05, 2015	5:30 P.M.	FEB. 23, 2015	
CW	MAR. 12, 2015	9:00 A.M.		MAR. 06, 2015
BCC	MAR. 19, 2015	5:30 P.M	MAR. 09, 2015	
BCC+	APR. 09, 2015	5:30 P.M.	MAR. 27, 2015	
C/W+	APR.16, 2015	9:00 A.M		APR. 10, 2015
BCC+	APR.23, 2015	5:30 P.M.	APR. 13, 2015	
BCC	MAY 07, 2015	5:30 P.M.	APR. 27, 2015	
C/W	MAY 14, 2015	9:00 A.M.		MAY 8, 2015
BCC	MAY 21, 2015	5:30 P.M.	MAY 11, 2015	
BCC* (Tuesday)	JUN. 02, 2015	5:30 P.M.	MAY 20, 2015	
C/W	JUN. 11, 2015	9:00 A.M.		JUN. 05, 2015
BCC+	JUN. 25, 2015	5:30 P.M.	JUN. 15, 2015	
BCC* (Tuesday)	JUL. 07, 2015	5:30 P.M.	JUN. 24, 2015	
BUDGET COW	JUL. 14, 2015	9:00 A.M.		JUL. 06, 2015
BUDGET COW	JUL. 15, 2015	9:00 A.M.		JUL. 06, 2015
C/W+	JUL.16, 2015	9:00 A.M.		JUL. 10, 2015
BCC+	JUL. 23, 2015	5:30 P.M.	JUL. 13, 2015	
BCC	AUG. 06, 2015	5:30 P.M.	JUL. 27, 2015	
CW	AUG. 13, 2015	9:00 A.M.		AUG. 07, 2015
BCC	AUG. 20, 2015	5:30 P.M.	AUG. 10, 2015	
BCC	SEPT. 03, 2015	5:30 P.M.	AUG. 24, 2015	
1 <sup>ST</sup> BUDGET PUBLIC	SEPT. 08, 2015	5:01 P.M.		
<u>HEARING</u>				
C/W	SEPT. 10, 2015	9:00 A.M.		SEPT. 02, 2015
2 <sup>ND</sup> BUDGET PUBLIC	SEPT. 22, 2015	<u>5:01 P.M.</u>		
<u>HEARING</u>				
BCC+	SEPT. 24, 2015	5:30 P.M.	SEPT. 14, 2015	
BCC+	OCT. 08, 2015	5:30 P.M.	SEPT. 28, 2015	
C/W+	OCT. 15, 2015	9:00 A.M.		OCT. 09, 2015
BCC+	OCT. 22 2015	5:30 P.M.	OCT. 12, 2015	
BCC	NOV. 05, 2015	5:30 P.M.	OCT. 26, 2015	
C/W	NOV. 12, 2015	9:00 A.M.		NOV. 05, 2015
BCC* (Tuesday)	NOV. 17, 2015	5:30 P.M.	NOV. 04, 2015	
BCC	DEC. 10, 2015	5:30 P.M.	NOV. 30, 2015	
C/W	DEC. 17, 2015	9:00 A.M.		DEC. 11, 2015
BCC	JAN. 07, 2016	5:30 P.M.	DEC. 14, 2015	

NOTE: 9:00 A.M. – AGENDA REVIEW WORK SESSIONS HELD ON REGULAR BCC MEETING DATES.

4:30 P.M. – PUBLIC FORUM HELD BEFORE ALL REGULAR BCC MEETINGS.

ALL BCC AND C/W MEETINGS WILL BE HELD IN BOARD CHAMBERS, ROOM 100, 221 PLAFOX PLACE.

\*THESE MEETINGS WERE SCHEDULED ON A TUESDAY DUE TO VARIOUS SCHEDULING CONFLICTS.

+THESE MEETINGS ARE NOT SCHEDULED IN THE USUAL SEQUENCE OF REGULAR BCC MEETINGS ON THE FIRST AND THIRD THURSDAY AND COW WORKSHOPS ON THE SECOND THURSDAY, DUE TO SCHEDULING CONFLICTS WITH CONFERENCES THE COMMISSIONERS ATTEND.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7595 County Administrator's Report 15. 1.
BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 02/19/2015

**Issue:** Florida Department of Health, Bureau of Emergency Medical Services

(EMS), EMS Matching Grant Application

From: Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning the Florida Department of Health, Bureau of Emergency Medical Services (EMS), EMS Matching Grant Application - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Florida Department of Health, Bureau of Emergency Medical Services (EMS), EMS Matching Grant Application for 2015/2016, in the amount of \$32,700, with a 25% County Match, for the purpose of providing Personal Protective Equipment (PPE) to each Escambia County Emergency Specialist:

A. Approve the EMS Matching Grant Application; and

B. Authorize the Chairman to sign the Grant Application and all related documents.

[Funding Source: Fund 408, Emergency Medical Service, Cost Center 330302, EMS Operations, Account Code 55201, Operating Supplies]

# **BACKGROUND:**

This grant program provides 75% of state funding for approved projects which clearly improve and expand EMS. This project requests funding to purchase PPE, compliant with documented industry standards, for every full-time Emergency Medical Specialist position, plus a surplus that can be rotated among the relief positions. The PPE currently being used by EMS field personnel is has exceeded its service life. This PPE will provide an appropriate level of protection for hazards routinely experienced by our personnel.

# **BUDGETARY IMPACT:**

If the project is approved by Florida Department of Health, Escambia County EMS will be responsible for the 25% local match in the amount of \$8,175. Although not planned for in this fiscal year's budget, funding is available in Fund 408 (Emergency Medical Services) for this match amount.

# **LEGAL CONSIDERATIONS/SIGN-OFF:**

On January 27, 2015, Kristin Hual, Assistant County Attorney, approved the document as to form and legal sufficiency.

# **PERSONNEL:**

N/A

# POLICY/REQUIREMENT FOR BOARD ACTION:

This complies with the Board's Competitive Grant Application Policy.

# IMPLEMENTATION/COORDINATION:

Deadline for submittal of the application packet is 4:00 p.m., March 13, 2015, with evaluation and final award decisions to be made by June 2015. Tamika Williams, Public Safety Business Operations Manager, will ensure submittal is received by the established deadline and will handle any subsequent matters related to the application and/or possible award.

# **Attachments**

**Grant Application** 

# Florida HEALTH

# **EMS MATCHING GRANT APPLICATION**

# FLORIDA DEPARTMENT OF HEALTH Emergency Medical Services Program

Complete all items unless instructed differently within the application

Type of Grant Reques		
ID. Code (The State Bureau of EMS wi	II assign the ID Code	- leave this blank)
Organization Name: Escambia County Dep	partment of Public Safe	ety
Emergency Medical S		
<ol> <li>Grant Signer: (The applicant signatory who documents. This individual must also sign this Name: Steven Barry</li> </ol>		contracts, grants, and other legal
Position Title: Chairman, Escambia	County BCC	
Address: 221 Palafox Pl		
STE 400		
City: Pensacola	County:	Escambia
State: Florida	Zip Code:	32591
Telephone: 850-595-4902	Fax Number:	850-595-4908
E-Mail Address:		
<ol> <li>Contact Person: (The individual with direct responsibility for the implementation of the gra request project changes. The signer and the of Name: Earl Rich</li> </ol>	int activities. This pers	on may sign project reports and ma
Position Title: QA/Training Coordina	ator	
Address: 6575 N. W. Street		
City: Pensacola	County:	Escambia
State: Florida	Zip Code:	32505
Telephone: 850-471-6410	Fax Number:	850-471-6455
E-Mail Address: erich@myescambia.c	com	

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64J-1.015, F.A.C.

<ul> <li>4. Legal Status of Applicant Organization (Check only one response): <ul> <li>(1) ☐ Private Not for Profit [Attach documentation-501 (3) ©]</li> <li>(2) ☐ Private For Profit</li> <li>(3) ☐ City/Municipality/Town/Village</li> <li>(4) ☒ County</li> <li>(5) ☐ State</li> <li>(6) ☐ Other (specify): 596000598</li> </ul> </li> </ul>
5. Federal Tax ID Number (Nine Digit Number). VF
6. EMS License Number: <u>1703</u> Type: ⊠Transport □Non-transport □Both
7. Number of permitted vehicles by type: BLS; 28 ALS Transport; ALS non-transport.
8. Type of Service (check one):
9. Medical Director of licensed EMS provider: If this project is approved, I agree by signing below that I will affirm my authority and responsibility for the use of all medical equipment and/or the provision of all continuing EMS education in this project. [No signature is needed if medical equipment and professional EMS education are not in this project.]
Signature: Date:
Print/Type: Name of Director N/A
FL Med. Lic. No. <u>N/A</u>
Note: All organizations that are not licensed EMS providers must obtain the signature of the medical director of the licensed EMS provider responsible for EMS services in their area of operation for projects that involve medical equipment and/or continuing EMS education.
If your activity is a research or evaluation project, omit Items 10, 11, 12, 13, and skip to Item Number 14. Otherwise, proceed to Item 10 and the following items.
10. <u>Justification Summary:</u> Provide on no more than <u>three</u> one sided, double spaced pages a summary addressing this project, covering each topic listed below.
<ul> <li>A) Problem description (Provide a narrative of the problem or need);</li> <li>B) Present situation (Describe how the situation is being handled now);</li> <li>C) The proposed solution (Present your proposed solution);</li> <li>D) Consequences if not funded (Explain what will happen if this project is not funded);</li> <li>E) The geographic area to be addressed (Provide a narrative description of the geographic area);</li> <li>F) The proposed time frames (Provide a list of the time frame(s) for completing this project);</li> <li>G) Data Sources (Provide a complete description of data source(s) you cite);</li> <li>H) Statement attesting that the proposal is not a duplication of a previous effort (State that this project doesn't duplicate what you've done on other grant projects under this grant program).</li> </ul>

Next, only complete <u>one</u> of the following: Items 11, 12, <u>or</u> 13. Read all three and then select and complete the one that pertains the most to the preceding Justification Summary. Note that on all three, that before-after differences for emergency victim data are the highest scoring items on the Matching Grants Evaluation Worksheet used by reviewers to evaluate your application form.

- 11. Outcome For Projects That Provide or Effect Direct Services To Emergency Victims: This may include vehicles, medical and rescue equipment, communications, navigation, dispatch, and all other things that impact upon on-site treatment, rescue, and benefit of emergency victims at the emergency scene. Use no more than two additional one sided, double-spaced pages for your response. Include the following.
- A) Quantify what the situation has been in the most recent 12 months for which you have data (include the dates). The strongest data will include numbers of deaths and injuries during this time.
- B) In the 12 months <u>after</u> this project's resources are on-line, estimate what the numbers you provided under the preceding "(A)" should become.
- C) Justify and explain how you derived the numbers in (A) and (B), above.
- D) What other outcome of this project do you expect? Be quantitative and explain the derivation of your figures.
- E) How does this integrate into your agency's five year plan?
- 12. <u>Outcome For Training Projects</u>: This includes training of all types for the public, first responders, law enforcement personnel, EMS and other healthcare staff. Use no more than <u>two</u> additional one sided, double-spaced pages for your response. Include the following:
- A) How many people received the training this project proposes in the most recent 12 month time period for which you have data (include the dates).
- B) How many people do you estimate will successfully complete this training in the 12 months <u>after</u> training begins?
- C) If this training is designed to have an impact on injuries, deaths, or other emergency victim data, provide the impact data for the 12 months <u>before</u> the training and project what the data should be in the 12 months <u>after</u> the training.
- D) Explain the derivation of all figures.
- E) How does this integrate into your agency's five year plan?
- 13. <u>Outcome For Other Projects</u>: This includes quality assurance, management, administrative, and other. Provide numeric data in your responses, if possible, that bear directly upon the project and emergency victim deaths, injuries, and/or other data. Use no more than <u>two</u> additional one sided, double-spaced pages for your response. Include the following.
- A) What has the situation been in the most recent 12 months for which you have data (include the dates)?
- B) What will the situation be in the 12 months after the project services are on-line?
- C) If this project is designed to have an impact on injuries, deaths, or other emergency victim data, provide the impact data for the 12 months <u>before</u> the project and what the data should be in the 12 months <u>after</u> the project.
- D) Explain the derivation of all numbers.
- E) How does this integrate into your agency's five year plan?

Skip Item 14 and go to Item 15, unless your project is research and evaluation and you have not completed the preceding Justification Summary and one outcome item.

- 14. Research and Evaluation Justification Summary, and Outcome: You may use no more than three additional one sided, double spaced pages for this item.
- A) Justify the need for this project as it relates to EMS.
- B) Identify (1) location and (2) population to which this research pertains.
- C) Among population identified in 14(B) above, specify a past time frame, and provide the number of deaths, injuries, or other adverse conditions during this time that you estimate the practical application of this research will reduce (or positive effect that it will increase).
- D) (1) Provide the expected numeric change when the anticipated findings of this project are placed into practical use.
  - (2) Explain the basis for your estimates.
- E) State your hypothesis.
- F) Provide the method and design for this project.
- G) Attach any questionnaires or involved documents that will be used.
- H) If human or other living subjects are involved in this research, provide documentation that you will comply with all applicable federal and state laws regarding research subjects.
- I) Describe how you will collect and analyze the data.

### **ALL APPLICANTS MUST COMPLETE ITEM 15.**

15. <u>Statutory Considerations and Criteria:</u> The following are based on s. 401.113(2)(b) and 401.117, F.S. Use no more than <u>one</u> additional double spaced page to complete this item. Write N/A for those things in this section that do not pertain to this project. Respond to all others.

Justify that this project will:

- A) Serve the requirements of the population upon which it will impact.
- B) Enable emergency vehicles and their staff to conform to state standards established by law or rule of the department.
- C) Enable the vehicles of your organization to contain at least the minimum equipment and supplies as required by law, rule or regulation of the department.
- D) Enable the vehicles of your organization to have, at a minimum, a direct communications linkup with the operating base and hospital designated as the primary receiving facility.
- E) Enable your organization to improve or expand the provision of:
  - 1) EMS services on a county, multi county, or area wide basis.
  - 2) Single EMS provider or coordinated methods of delivering services.
  - Coordination of all EMS communication links, with police, fire, emergency vehicles, and other related services.

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16. Work activities and time frames: Indicate the major activities for completing the project (use only the space provided). Be reasonable, most projects cannot be completed in less than six months and if it is a communications project, it will take about a year. Also, if you are purchasing certain makes of ambulances, it takes at least nine months for them to be delivered after the bid is let.

Work Activity		Number of Months After Grant Starts		
,	Begin	End		
Receipt of grant	6/1/2015	7/1/2015		
Measure Employees	7/15/2015			
Purchase Jackets	7/25/2015			
Receive Jackets and Distribute	8/1/2015	9/1/2015		

17. <u>County Governments:</u> If this application is being submitted by a county agency, describe in the space below why this request cannot be paid for out of funds awarded under the state EMS county grant program. Include in the explanation why any unspent county grant funds, which are now in your county accounts, cannot be allocated in whole or part for the costs herein.

Funds are being used to prchase a hospital shelter tent and 26 pulse oximeters and carrying cases. With the purchase mentioned there are no funds unspent.

18. Budget:		
Salaries and Benefits: For each position title, provide the amount of salary per hour, FICA per hour, fringe benefits, and the total number of hours.	Costs	Justification: Provide a brief justification why each of the positions and the numbers of hours are necessary for this project.
TOTAL:	\$ 0.00	Right click on 0.00 then left click on
TOTAL.	<u>ş. 0.00</u>	"Update Field" to calculate Total
	<u> </u>	
Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature, excluding expenditures classified as operating capital outlay (see next category).	Costs: List the price and source(s) of the price identified.	Justification: Justify why each of the expense items and quantities are necessary to this project.
TOTAL:	\$ 0.00	Right click on 0.00 then left click on "Update Field" to calculate Total
		· · · · · · · · · · · · · · · · · · ·

Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature, and the normal expected life of which is 1 year or more.	Costs: List the price of the item and the source(s) used to identify the price.	Justification: State why each of the items and quantities listed is a necessary component of this project.
150 3 in 1 Safety Gear. 150 at \$218.00 each	32,700.00	Traffic, Weather, Visiblity, Protection.
		We have 98 Full Time Employees
		We have 70 Part Time Employees
TOTAL:	\$32,700.00	Right click on 0.00 then left click on
		"Update Field" to calculate Total
State Amount	T	<u> </u>
(Check applicable program)		Right click on 0.00 then left click on
	\$24,525.0 <u>0</u>	"Update Field" to calculate Total
Rural: 90 Percent		Right click on 0.00 then left click on
Local Match Amount	\$0.00	"Update Field" to calculate Total
(Check applicable program)		Right click on 0.00 then left click on
	\$8,175.0 <u>0</u>	"Update Field" to calculate Total
Rural: 10 Percent	<del>93,3100</del>	Right click on 0.00 then left click on
_	\$ 0.00	"Update Field" to calculate Total
Grand Total	\$32,700.00	Right click on 0.00 then left click on

1	9	Ce	rtific	atio	'n.

My signature below certifies the following:

I am aware that any omissions, falsifications, misstatements, or misrepresentations in this application may disqualify me for this grant and, if funded, may be grounds for termination at a later date. I understand that any information I give may be investigated as allowed by law. I certify that to the best of my knowledge and belief all of the statements contained herein and on any attachments are true, correct, complete, and made in good faith.

I agree that any and all information submitted in this application will become a public document pursuant to Section 119.07, Florida Statutes (F.S.), when received by the Florida Bureau of Emergency Medical Oversignt. This includes material that the applicant might consider to be confidential or a trade secret. Any claim of confidentiality is waived by the applicant upon submission of this application pursuant to Section 119.07, F.S., effective after opening by the Florida Bureau of Emergency Medical Oversignt.

I accept that in the best interests of the state, the Florida Bureau of Emergency Medical Oversignt reserves the right to reject or revise any and all grant proposals or waive any minor irregularity or technicality in proposals received, and can exercise that right.

I, the undersigned, understand and accept that the Notice of Matching Grant Awards will be advertised in the *Florida Administrative Register*, and that 21 days after this advertisement is published I waive any right to challenge or protest the awards pursuant to Chapter 120, F.S.

I certify that the cash match will be expended between the beginning and ending dates of the grant and will be used in strict accordance with the content of the application and approved budget for the activities identified. In addition, the budget shall not exceed, the department, approved funds for those activities identified in the notification letter. No funds count towards satisfying this grant if the funds were also used to satisfy a matching requirement of another state grant. All cash, salaries, fringe benefits, expenses, equipment, and other expenses as listed in this application shall be committed and used for the activities approved as a part of this grant.

Acceptance of Terms and Conditions: If awarded a grant, I certify that I will comply with all of the above and also accept the attached grant terms and conditions and acknowledge this by signing below.

Signature of Authorized Grant Signer Steven Barry, Chalman MM / DD / YY (Individual Identified in Item 2)

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THE TOP PART OF THE FOLLOWING PAGE MUST ALSO BE COMPLETED AND SIGNED.

ATTEST: PAM CHI	LDERS
CLERK OF THE CI	<b>RCUIT COURT</b>
BY:	
DEPUTY	

# FLORIDA DEPARTMENT OF HEALTH EMS GRANT PROGRAM

# REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of Section 401.113(2)(b), F. S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion or continuation of pre-hospital EMS.

ivame o	of Agency:Es	cambia County De	epartment of Public	Safety EMS
Mailing	Address: 65	75 N. "W" Street		
	Per	nsacola, FL 32505	i	
(4)	· · ·	W. W. Walana	tlan.	
Federa	Identification	Number <u>596000</u>	598	
Authoria	zed Agency (	Official:		
₩		Signature		Date
ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT BY: DEPUTY CLERK		Steven Barry, C	hairman, Escambia	
UTT			Type Name and	Title
ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT C 3Y: DEPUTY CLERK	Sign	and return this pa	age with your applic	eation to:
HE	DC	OH Bureau of Eme	rgency Medical Ove	ersiaht
OF T DE		EMS Secti	ion, Grants Unit	
ERK H			ress Way, Bin A-22 Florida 32399-1722	
Do not write l	elow this line	e. For use by Bure	au of Emergency Mo	edical Services personnel onl
rant Amount	For State To	Pay: \$	Grant	ID Code:
manage of Div				
pproved By:_	Signature of	State EMS Grant	Officer	Date
tate Fiscal Ye				
rganization Code 4-61-70-30-00		OCA SF003	Object Code 750000	
ederal Tax ID	: VF_			
rant Beginnin	g Date:	G	Frant Ending Date:	
	[2013]			

Approved as to form and legal sufficiency.

By/Title:

Date:

#### 10. Justification summary:

#### A) Problem Description:

The dangers to workers in the roadway made sense to the Federal Highway Administration. On November 24, 2008, they implemented a rule that mandated the wearing of an ANSI Level II or III Vest when workers, including first responders, are working on or around the right-of-way of a federally funded highway. The details of this rule can be located in the Code of Federal Regulations, Title 23, Section 634.3. The Federal Highway Administration went on to say that "high visibility is one of the most prominent needs for workers who must perform tasks near moving vehicles or equipment. The need to be seen by those who drive or operate vehicles or equipment is recognized as a critical issue for worker safety."

#### **B) Present Situation:**

- 1. The gear we currently have is out dated.
- 2. Do to the growth of our service; new employees are without gear. Current employee who has the gear needs updated gear.
- 3. The gear we have now does not meet ANSI qualifications.
- Because over half of our employees does not have gear and the others have out dated gear. We have had several near misses in traffic situations.
- 5. Poor visibility in the rain, fog and at night.
- 6. Regular traffic vest don't work in the cold or rainy situations.
- 7. Would become mandatory that all employees wear when in traffic or hazardous situation.

#### C) Proposed solution:

- The new gear is will meet ANSI standards.
- 2. Outfit every employee with gear that has multiple uses.
- 3. Provide protective for in climate weather.
- 4. Provide a protective barrier, between skin and hazards.

#### D) Consequences if not funded:

- 1. We work interstate 10 where traffic goes at high rate of speed. Light often blind drivers. Public Safety providers would not be without protective gear.
- 2. We will continue to use old cut dated gear.
- Safety issues putting employees at risk.
- 4. No Visibility at MCI situation.

#### E) Geographic areas to be addressed:

We serve Escambia County, FL., Escambia County, AL., Mutual Aide to Santa Rosa County, FL., Baldwin County, AL.

#### F) Proposed time frames:

Receipt of grant
 Measure Employees
 Purchase Safety Gear
 Receive Jackets and Distribute
 June/July 2015
 July 2015
 August 2015

#### **Data Sources:**

- 1. JEMS LODD
- 2. FDOT
- 3. Respondersafety.com

#### G) Duplication:

This proposal does not duplicate any projects under the state rural grants program. Pensacola State College and Baptist Flight has not previously received a grant under this program, and no other regional agency has received a grant for this type of training program.

# 12. Outcome for training projects:

1. There is no training needed for this project.



# **Department of Public Safety**

# **Emergency Medical Services**

6575 North "W" Street Pensacola, Florida 32505 850-471-6500 www.escambiaemergency.com

Mike Weaver, Director

**Grant Information** 

511 48073 High Visibility Responder Parka

It is important to provide employees with the best and most affordable protective clothing to keep them safe and help reduce the risk of injury or death. The incidents of Emergency Medical workers getting injured or killed in the line of duty or being exposed to blood borne pathogens is on the rise. From a Safety standpoint, the 511 High Visibility First Responder parka has many qualities that can help protect the employees during the performance of their duties.

This parka is specifically engineered for the EMS professional.

Below are several instances in where this 511 parka would be beneficial in reducing work place incidents that may cause illness, injury, or death.

- 1. The highly reflective gear meets ANSI/ISEA 107-2010 Class 2 standards and can help reduce the risk of injury or death from being struck by a passing vehicle while working a motor vehicle accident on a roadway, parking lot, or interstate.
- 2. This bright reflective gear makes an employee more visible when they have to park on a roadway to load a patient or direct a family member into an ambulance.
- 3. Provides bright illumination of the reflective material, dual 3/2 3M reflective silver stripes on the torso and arms when headlights hit the jacket.
- 4. It makes an employee more identifiable to the public and other public safety officials, especially on night time calls.
- 5. Issued reflective gear allows an off duty employee who has a "Duty to Act" to render assistance more safely.
- 6. There are many instances an employee may need to be in a roadway other than working an accident scene. Some examples are: render assistance to a pedestrian, assisting with a disable vehicle, crossing a roadway on wildfires, and blocking the roadway for a downed power-line, until the proper authorities can arrive.
- 7. It is blood borne pathogen resistant.

- 8. Helps protect the employee during inclement weather with breathable material that keeps out wind, and weather without over heating the employee.
- 9. It has a water resistant radio pocket with a shoulder mic that is imperative in allowing the employee to keep and maintain radio communication during any type of call or situation.
- 10. The fleece liner can be easily removed to accommodate the employee who has to work in an environment that may be cold to hot and also has a hood to protect the head from the weather.

Reducing work place injuries, illness, and death is a top priority for our organization. We want to keep our employee's safe from harm by giving them the proper protective clothing for their wear on daily routine and hazardous calls. It is essential for the safety of the employee to have a comfortable, waterproof and reflective gear while they are attending to their patients and citizens of our community.

We hope that you will take great consideration in our need to provide this 511 First Responder gear to our employee's so that we can keep them safe.

Sincerely,

Karen Wood, Paramedic Supervisor, Safety Officer Escambia County Emergency Medical Services

6575 North "W" Street

Pensacola, Florida 32505

850-471-6526

850-554-1122



#### Board of County Commissioners • Escambia County, Florida



To: Whom It May Concern:

Re: 511 48073 High Visibility Responder Parka

With Emergency medical workers being exposed to blood borne pathogen and put in dangerous situations as they attempt to assist those in need being on the rise in recent years, it is imperative that we ensure that they are using the best and most cost effective equipment that we can brandish them with. The 511 High Visibility First Responders parka offers that quality as well as the safety features required to offer them piece of mind knowing that their gear will not fail them in the line of duty.

The 511 High Visibility First Responders parka was designed specifically with Emergency Medical Service Professional in mind.

Safety is paramount and a continuous job throughout the process of our first responders assisting those requiring our help. Minimizing those exposed hazards the duration of their shift is essential to providing life saving services to the citizens we serve in our communities. Having reflective gear that also protects them and their equipment from the environmental elements affords that safe environment and gives them the confidence to perform at a high level on a daily basis.

We thank you and hope that you consider the 511 High Visibility First Responders parka as the only option to afford our Emergency Medical Service employees the confidence and peace of mind necessary to remain comfortable and efficient while working in an arduous and ever changing environment.

Sincerely,

Michael D. Weaver, Director

Escambia County Public Safety Department

6575 North "W" Street Pensacola, FL 32505

850-471-6411

# Mike Weaver, Director

### Department of Public Safety

#### **Emergency Medical Services**

6575 North "W" Street Pensacola, Florida 32505 850-471-6500 www.escambiaemergency.com

To Whom it may concern;

Ref: 511 48073 High Visibility First Responder Parka

I am writing to you as the Medical Director of Escambia County Public Safety, Emergency Medical Services Division. It is our mission to provide the best gear possible to keep our employees safe from the hazards of working in the field. The ANSI rated 511 High Visibility First Responder parka meets all the requirements we are looking for in a single jacket.

First and foremost, this gear is specifically designed to meet the needs of Emergency Medical personnel.

Working in the Panhandle of Florida our employees are subjected to all different types of weather, such as hurricanes, severe thunderstorms, frigid temperatures, and most importantly, the heat. The design of this jacket will allow our employees to wear this parka during all aspects of inclement weather to keep them safe.

This parka has highly reflective material that will illuminate the employee from passing cars on emergency scenes when working on a roadway, interstate, or any situation. It has been known that passing cars can be distracted by the emergency flashing lights; with the reflective parka the ¾" 3M reflective tape can reduce the risk of injury or even death.

Another great feature of the parka is the ASTM F1671 resistant material, used in protective clothing to resist the penetration by blood borne pathogens. This can help the employee stay safe in those circumstances where the employee or patient may not be aware of any disease processes.

As it stands our outdated gear does not meet specifications to meet our needs in providing the proper protective clothing for our valued employees.

In closing, it is our mission to provide the best, most affordable protective clothing that can be used year round by our employees. We hope that you give this grant full consideration so that we may be able to provide the 511 First Responder Parka to the dedicated employees of Escambia County EMS.

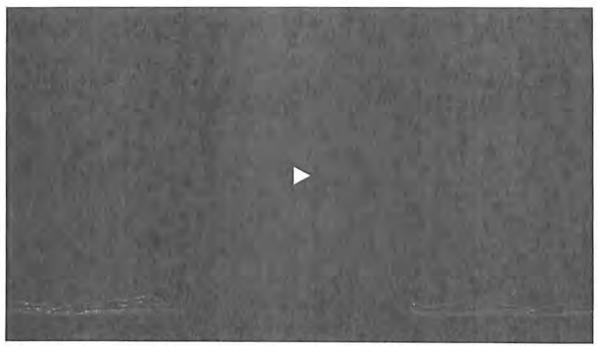
Thank you for consideration.

Sincerely,

Polly Dole MD, Medical Director Escambia County Emergency Medical Services 6575 North "W" Street

Pensacola, Florida 32505

850-471-6416



NORTH CHARLESTON, SC (WCSC) - Authorities have released dash camera video of an alleged DUI wreck that injured several people in North Charleston on Saturday. The video shows emergency personnel on scene at 3940 Ashley Phosphate Road attending to a wreck that happened earlier. A car, which authorities say was driven by Felix Garcia-Romero, can be seen crashing into a car and several people including two emergency responders. Later in the video, a police officer can be seen questioning Garcia-Romero. Officials with the North Charleston Fire Department say one of responders injured in the accident remains in the hospital.

Tags: News, News Video, highway safety

This video appears with:

South Carolina Firefighters, Paramedic Injured at Accident Scene Crash

more recent videos on JEMS.com



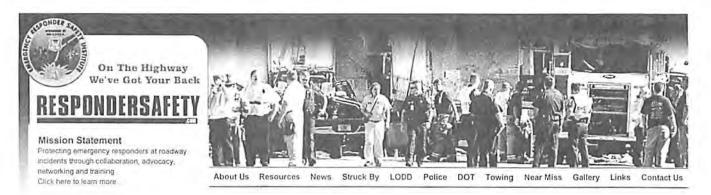
Vote May Close Pennsylvania Ambulance Service



Veteran L.A. County Lifeguard Dies during Training



lowa Looking for Bi-Lingual Medics











#### Public Service Announcements



**NEW Slow Down Move Over PSA** 



It's No Picnic Out Here

#### Featured Videos

#### RESPONDERSAFETY News

North Carolina Emergency Crews from Across State Attend Funeral for Rockingham Monday, January 19, 2015

Emergency crews from across North Carolina attended the funeral of a Rockingham County paramedic who died while helping a driver who was in a crash.

Useful links

1. My Fox 8.com

National Unified Goal for Traffic Incident Management

Click here for more info

#### Resources

**DOWNLOAD Resources** Click Here

#### Editor's Column



Read Dr. Harry Carter's Column Click Here

Breaking News Alerts

E-Mail Address

Name

#### Questions & Answers

Ask RESPONDERSAFETY

#### Move Over

State Move Over Law Summary Click Here To Review

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CVVFA.ORG Cumberland County Volunteer Firemen's Association

"Everyone goes Home" A national effort to end line of duty deaths

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Funding and Support Provided By:

United States Fire



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Home > News > South Carolina Firefighters, Paramedic Injured at Accident Scene Crash > South Carolina Firefighters, Paramedic Injured at Accident Scene Crash

## South Carolina Firefighters, Paramedic Injured at Accident Scene Crash

Tuesday, June 11, 2013

NORTH CHARLESTON, S.C. (AP) — A man has been charged with driving under the influence after authorities say he drove through a crash scene, sending seven people to the hospital.

Authorities say paramedics and firefighters were on the scene of a wreck early Saturday when another car drove through the crash scene.

The driver hit a firefighter, a paramedic and four bystanders. Those six people, plus a second firefighter, were all sent to hospitals to be checked out.

Police say 26-year-old Felix Garcia-Romero is charged with three counts of felony DUI. It wasn't known if he had an attorney.

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News South Carolina highway safety

Source URL: http://www.jems.com/article/news/south-carolina-firefighters-paramedic-in



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Home > Industry News > Car Hits Firefighters Parked in Emergency Lane > Car Hits Firefighters Parked in Emergency Lane

## Car Hits Firefighters Parked in Emergency Lane

Jody Callahan Wednesday, November 21, 2007

JEMS.com Editor's Note: Read about the "Slow Down, Move Over" campaign headed up by the American Auto Association that aims to reducing deaths and injuries among roadside workers.

MEMPHIS-- An off-duty Memphis firefighter was killed and another injured in a traffic accident late Sunday night.

Pvt. Janeal Williams, 35, was killed and Lt. Eddie Rone, also 35, was injured when a car collided with their parked motorcycles just before 10:30 p.m. Sunday.

Williams and Rone were parked in the emergency lane at the Millbranch exit ramp on Interstate 240 when a 2002 Ford Mustang ran off the road and struck them, police said.

They said one of the motorcycles was having mechanical problems.

I think they were on the phone with a fellow co-worker, making arrangements to have the bike picked up when the accident occurred, Memphis Fire Department Battalion Chief Don Atkins said.

Rone was hospitalized in critical condition at the Regional Medical Center at Memphis. He was later upgraded to noncritical.

The driver of the Mustang was also at The Med in noncritical condition.

Investigators were still trying to determine what caused the car to veer off the road. No charges had been filed, police spokesman Monique Martin said.

Atkins called Williams, in his 10th year with the department, an excellent person, full of life, always went the extra mile to do anything you asked him. Never mumbled, never complained about any task in front of him. He wanted to be a hands-on guy.

Williams was a firefighter and emergency medical technician at Station 58, 8395 Dexter Road.

Funeral services are at 11 a.m. Saturday at Antioch Baptist Church in Whiteville, Tenn.

Industry News Non-Line of Duty Deaths Provider Wellness and Safety Health & Fitness & Self Care News Industry News Injury

Prevention Non-Line of Duty Deaths

Source URL: <a href="http://www.jems.com/article/industry-news/car-hits-firefighters-parked-e">http://www.jems.com/article/industry-news/car-hits-firefighters-parked-e</a>



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Home > News > Six Illinois Firefighters Struck at Crash Scene, One Killed > Six Illinois Firefighters Struck at Crash Scene, One Killed

## Six Illinois Firefighters Struck at Crash Scene, One Killed

Wednesday, March 6, 2013

HUDSON, III. (AP) — Authorities say a central Illinois firefighter was killed and five of his colleagues injured when a tractor-trailer hit three emergency vehicles.

The emergency responders were working at the scene of a previous freeway accident at the time. The name of the dead firefighter from the village of Hudson hasn't been released.

McLean County Coroner Beth Kimmerling says that at about 9:45 p.m. Tuesday, emergency responders were dispatched to a multiple-vehicle wreck on southbound Interstate 39 near Hudson.

An hour later, a southbound tractor-trailer hauling a load of automobiles lost control and hit three of the emergency vehicles belonging to the Hudson Community Fire Protection District and the Illinois State Police.

All of the injured were taken to a hospital in Normal.

Copyright 2013 The Associated Press.

Press release from Hudson Community Fire Protection District,

McLean County Coroner Beth Kimmerling releases the following information concerning a motor vehicle fatality that occurred on the evening of Tuesday, March 5th 2013 in Hudson, IL. At approximately 2145 hours, MetCom received a 911 call in reference to a multiple vehicle incident on southbound I-39 near mile marker 6 in Hudson. Fire and police units

were dispatched. Then at approximately 2245 hours, a southbound semi-tractor trailer carrying a load of automobiles lost control and struck three official first responder vehicles belonging to Hudson Community Fire Protection District (HCFPD) and the Illinois State Police (ISP). Six members of HCFPD were injured and transported to Advocate BroMenn Regional Medical Center in Normal. At 2238 hours on March 5th, a member of the Hudson Fire Department succumbed to his injuries and was pronounced deceased by Emergency Department Staff.

"Today we lost a member of our Hudson family. We share in the sorrow felt by his loved ones, and we must not forget the valuable contributions be made to this community and the impact he has left on the Hudson Fire Department," said Chief Dan Hite, Hudson Community Fire Protection District. "The Hudson Fire Department is a close-knit family, and the loss of one of our own affects us all. A tragedy of this type is felt by each and every member, but together we can make it through. Our thoughts and prayers are with his family."

We ask that at this time that all media please allow our Department and families time to grieve. Any questions specific to the Hudson Fire Department can be directed to Chief Dan Hite at 309-824-2226 or Capt. Shane Hill, HFD Public Affairs Officer at 309-310-3788.

An autopsy will be scheduled for Wednesday, March 6th. The identity of this firefighter will be released along with preliminary autopsy results later in the business day. Any questions regarding the death investigation may be directed to Coroner Beth Kimmerling.

An Accident Reconstructionist from the Illinois State Police has been assigned to the incident and is working with the Coroner's Office and Hudson Fire Department on the circumstances surrounding this crash.

News Illinois highway safety

Source URL: http://www.jems.com/article/news/six-illinois-firefighters-struck-crash-s



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7670 County Administrator's Report 15. 2.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 02/19/2015

Issue: Change Order to Purchase Order #150376 BellSouth

Telecommunications Inc- E911 System Required Maintenance

From: Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning a Change Order to BellSouth Telecommunications, Inc. - E-911 System Required Maintenance - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1, for the required maintenance for the Vesta 4X E-911 System:

Department:	Public Safety Department
Division:	E-911
Type:	Addition
Amount:	\$138,213
Vendor:	BellSouth Telecommunications, Inc., DBA AT&T
PO#	150376
CO#:	1
Cost Center for CO:	330404 (Fund 145/E-9-1-1)
Original PO Amount:	\$46,071
Cumulative Amount of Change Order:	\$138,213
New PO Total:	\$184,284

[Funding Source: Fund 145, E-9-1-1, Cost Center: 330404]

#### **BACKGROUND:**

On September 16, 2013 the Board approved the upgrade of the County's E-911 System to Cassidian Vesta 4 to ensure the integrity of the E-911 System for the next five years. On October 17, 2013 the Board approved the Special Service Agreement for a three-year initial term, with two one-year renewal options, with no provision for termination during the initial term, Case Number FL13-1879-01. Due to the availability of funds, A purchase order in the amount of \$ 47,071 was issued to BellSouth Telecommunications Inc. to cover the required maintenance for the period of October 2014 though December 2014. The remaining funds were not available until after the budget amendment for fund balance carry-forward was approved. Board approval of CO #1 in the amount of \$138,213 is required since the new aggregated total of \$184,284 would exceed the \$50,000 approval authority as set by the County Purchasing Ordinance.

#### **BUDGETARY IMPACT:**

Funds for this purchase are available from Fund 145, E 9-1-1, Cost Center 330404, Object Code 54601.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of The Escambia County, Florida Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts.

#### IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

#### **Attachments**

PO Original Approval Agreement

#### 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

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) ) 	DBA AT & T 1025 LENGX ATLANTA GA	PARK BLVD 30319	3RD	FL	TAX	DPT	_

#### **PURCHASE ORDER NO. 150376**

N PLEASE EMAIL INVOICES TO:
V escambia.invoices@escambiacterk.com
O CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
C 221 PALAFOX PLACE, SUITE 140
E PENSACOLA, FL 32502-5843

S PUBLIC SAFETY FACILITY
P 6575 NORTH "W" STREET
PENSACOLA, FL 32505-1714

O ATTN: TAMIKA WILLIAMS, 471-6425

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APPROVED BY

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Original Purchase Order

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#### RESUME OF THE REGULAR BCC MEETING - Continued

#### COUNTY ADMINISTRATOR'S REPORT - Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 16. Recommendation: That the Board take the following action concerning an upgrade to the County's E-911 System:
  - A. Authorize the upgrade of the County's E-911 System to Cassidian Vesta 4 to ensure the integrity of the E-911 System for at least the next five years, using funding from E-911 Operations Fund (145) Reserves, in the amount of \$692,287.73, including first year's maintenance;
  - B. Approve a five-year Agreement (three-year initial term, with two one-year renewal options), with AT&T for the Cassidian/AT&T Proposal, including hardware (servers and workstations), call-handling software, 911-reporting software, IP phone sets, establishing a private 911 network, security services with updates, and 24/7 maintenance, and authorize the Chairman to sign the Agreement, pending Legal sign-off; and
  - C. Upon execution of the Agreement by the Chairman, authorize issuance of a Purchase Order(s) to AT&T, in the amount of \$692,287.73, to initiate the Project.

#### Approved 5-0

17. Recommendation: That the Board adopt the Resolution approving Supplemental Budget Amendment #253, General Fund (001) and Other Grants and Projects Fund (110), in the amount of \$4,984, to recognize a transfer of Grant match funding, and to appropriate these funds for the Federal Elections Activity Grant with the Escambia County Supervisor of Elections Office.

#### Approved 5-0

#### PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

#### COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-44. Approval of Various Consent Agenda Items Continued
  - 13. Taking the following action concerning an upgrade to the County's E-911 System (Funding Source: Fund 145, E-911 Operations Fund, Cost Center 330404, E-911 Communications):
    - A. Rescinding Item B of the action taken by the Board in its meeting held September 16, 2013, approving a five-year Agreement (three-year initial term, with two one-year renewal options), with AT&T for the Cassidian/AT&T Proposal, including hardware (servers and workstations), call-handling software, 911-reporting software, IP phone sets, establishing a private 911 network, security services with updates, and 24/7 maintenance, and authorizing the Chairman to sign the Agreement, pending Legal sign-off;
    - B. Approving the *Special Service Arrangement Agreement* (three-year initial term, with two one-year renewal options, with no provision for termination for the initial term), Case Number FL13-1879-01, with Bellsouth Telecommunications, LLC, d/b/a AT&T Florida, for the Cassidian/AT&T Proposal, including hardware (servers and workstations), call-handling software, 911-reporting software, IP phone sets, establishing a private 911 network, security services with updates, and 24/7 maintenance, in the amount of \$692,260.98; and
    - C. Authorizing the Chairman to sign the Agreement.
  - 14. Taking the following action regarding the replacement State-Funded Subgrant Agreement (which is being reissued by the State of Florida because of an error in content in the original Agreement approved on September 5, 2013), Contract Number 14-CP-11-01-27-01-XXX, CSFA: 31.067 (Funding: Fund 110, Other Grants and Projects, Cost Center 330323):
    - A. Approving the replacement 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 of \$13,046, to update the Hazardous Materials Facility Analysis Data, for the period of July 1, 2013, through June 30, 2014; and
    - B. Authorizing the Chairman or Vice Chairman to execute the replacement Subgrant Agreement and all related documents as required to implement this Subgrant.



## 20131001-6508

#### Special Service Arrangement Agreement

Case Number FL13-1879-01

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, LLC d/b/a AT&T Florida, ("Company") and Escambia County Board of County Commissioners ("Customer"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services. This Agreement is based upon the following terms and conditions as well as Attachment(s) affixed hereto and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

- 1. Scope. Customer requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Customer for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said Service period shall commence when the Service is accepted by Customer or when the customer begins using the Service for its intended operational use, whichever occurs first.
- 2. Additional Services. Company agrees to provide Customer notice of any additional tariffed services required for the installation of the Service. Customer agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Customer.
- 3. Regulatory Considerations. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
- 4. Regulatory Approvals. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
- 5. Cancellation-Prior to Installation. If Customer cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Customer and Company, Customer shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
- 6. Termination-Prior to Expiration of Service Period. If Customer cancels this Agreement at any time prior to the expiration of the Service period set forth in this Agreement, Customer shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all remaining charges as a result of the minimum Service period agreed to by the Company and Customer and set forth in this Agreement.
- 7. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Florida.
- 8. Notices. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.



Case Number FL13-1879-01

Company
BellSouth Telecommunications, LLC d/b/a AT&T Florida
Assistant Vice President
2180 Lake Blvd., 7<sup>th</sup> Floor
Atlanta, GA 30319

<u>Customer</u>
Escambia County Board of County Commissioners
6575 North "W" Street
Pensacola, FL 32605-

- 9. Assignment. Customer may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 10. Severability. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 11. Merger Clause. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 12. Acceptance. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the Customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 13. Taxes and Fees. All charges are exclusive of applicable federal, state or local taxes and fees. Company may invoice and Customer agrees to pay to Company amounts equal to any taxes resulting from this Agreement or any activities hereunder including any and all sales and use taxes, duties, or review imposed or permitted by any authority, government, or governmental agency, exclusive of taxes on Company's net income. Customer will be responsible for any ad valorem, property, or other taxes assessable on equipment on or after delivery to the installation site.
- 14. Risk of Loss or Damage. All risk of loss or damage shall pass to Customer as to each item of equipment on the date of delivery to the Customer Service location.
- 15. Security Interest. Customer grants the Company a purchase money security interest in each item of equipment or software. Customer agrees to execute any documents that are reasonably requested by the Company to protect or perfect the Company's security interest.
- 16. Software License.
  - A) All software is and will remain the property of Company. Company, with respect to Company developed software and to the extent authorized under the supplier licenses, grants to Customer a personal, nontransferable and nonexclusive sublicense (without the right to further sublicense) to use the software, subject to the following terms and conditions.
  - B) Customer shall (i) use the software only in conjunction with the particular Service for which the software was initially furnished; (ii) use the software solely for Customer's internal business purposes; (iii) not reverse



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- engineer, decompile, disassemble, reverse translate or otherwise translate the software into human readable form, nor reproduce the software except for archival purposes; (iv) return the software, together with all copies thereof, or with Company's written consent, destroy (or erase, if recorded on an erasable storage medium) the software when no longer needed or permitted for use with the Service for which the software was furnished; and (v) keep in confidence all information relating to software and treat such information as the exclusive property and trade secret of Company or such suppliers.
- C) In addition to the above, where Company's suppliers require Customer to sign or otherwise agree to separate licensing provisions directly with the supplier, Customer shall comply with such licensing provisions.
- 17. Changes in Customer Orders. Changes to an order may only be made following agreement of Customer and Company to the change. Such change would not materially alter the original design, functionality or implementation date. Appropriate documentation will be required so that additions or deletions may be recorded and charges or credits issued. The Customer's ability to delete items from an order or to return equipment is subject to Company's ability to return the equipment to the manufacturer. Restocking, shipping and handling charges will be assessed with respect to any items deleted or returned.
  - A) Shipping Expedites. Unless otherwise agreed to by the parties in writing, Company will provide the software and hardware one hundred twenty (120) days from the date that this Agreement is effective. If requested by the Customer, Company will deliver the Service in less than one hundred twenty (120) days provided that the Customer pay reasonable expedite delivery charge that are incurred by Company. Notice of those charges will be provided after the required delivery date is determined by the Customer and the Company.
  - B) Delivery Delays. Customer agrees to reimburse Company for all out-of-pocket expenses incurred by Company if Service delivery is delayed by Customer. If the implementation is delayed, through no fault of the Company for ninety (90) days from planned implementation, the Company will have the option to revise the pricing to the then current rates and to collect all reasonable out of pocket costs for implementation delays, storage and lost margins from Customer.
  - C) Additional equipment. Customer acknowledges that the equipment requirements are based on the current information provided by the Customer and are the best estimate of Customer and Company. If additional equipment is required, Company will provide the equipment after the Customer's completion and Company's acceptance of a written change order, which will include any additional charges to Customer.
  - D) Customer acknowledges that it has reviewed the proposed configuration and the customer's facilities are adequate for the site operations. Future operational changes or additional requirements may necessitate additional equipment which will be billable to the Customer. AT&T's Site Preparation Document provides customer with physical backroom space requirements for equipment cabinets. In addition, a site survey is performed before equipment is installed.

#### 18. Maintenance.

- A) If applicable, maintenance service commences at the earlier of the Service acceptance or the date that the Customer begins using the Service for its intended operational purpose. Maintenance may be provided via repair, replacement, or upgrade of defective equipment at Company's option. If on-site manufacturer service is required, it will be provided at Company's then current commercial rates.
- B) The initial term for maintenance shall be thirty-six (36) months unless otherwise stated on the Order. The initial term shall be automatically renewed for two (2) successive terms of one (1) year each at Company's thencurrent rates. Either party may elect not to renew maintenance service by giving the other party written notice at least thirty (30) days prior to the end of the then-current term. AT&T Maintenance and corresponding charges on existing PlantCML equipment will transition during the initial term to new Vesta 4.X Maintenance and charges upon Customer's first use of new Vesta 4.X system.
- 19. Remedies and Damages Limitations.
  - A) The following limitations of liability represent a material inducement to the parties to enter into this Agreement and to perform Orders at the stated price. If additional risks or undertakings were contemplated by Company, the additional risks or undertakings would have been reflected in an increased price. In contemplation of the



Case Number FL13-1879-01

- price, Customer acknowledges that there is consideration for the limitation of damages and remedies set forth above and as follows.
- B) ANYTHING IN THIS AGREEMENT OR ANY OTHER DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, NEITHER COMPANY, NOR ITS SUPPLIERS OR MANUFACTURERS, SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF DATA, TOLL FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE. THIS LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED ON CONTRACT, WARRANTY, NEGLIENCE OR OTHER TORT, BREACH OF STATUTORY OR OTHER LEGAL DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE, WHETHER OR NOT THEY OR COMPANY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DEFAULT OR BREACH OF ANY WARRANTY, EXPRESSED OR IMPLIED, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF EQUIPMENT OR REPERFORMANCE OF THE SERVICES AT COMPANY'S EXPENSE OR RETURN OF THE DEPRECIATED AMOUNT PAID FOR THE EQUIPMENT OR SERVICE IF REPERFORMANCE, REPAIR OR REPLACEMENT IS NOT REASONABLY AVAILABLE.
- 20. Default by Customer. Upon any default by Customer under this Agreement, including the refusal to accept conforming equipment or Services, Company may exercise all remedies to which Company may be entitled at law or in equity, including specific performance. Additionally, Company may declare all sums due or to become due hereunder immediately due and payable, and Company shall be entitled to recover all collection costs incurred, including legal interest. In addition, for payments not received within thirty (30) days of the invoice date, a late fee not exceeding the lower of one and a half (1.5%) per month or the maximum rate allowed by law shall be assessed on any past due invoice balance. Company shall not be obligated to perform Services hereunder if Customer is in default of any of its obligations under this Agreement for any Order. Upon Customer default, Company may suspend or cancel any outstanding, unfulfilled Orders without in any way affecting its rights under this Agreement. If Company elects to continue performing under any Order, Company's actions shall not constitute a waiver of any default by Customer.
- 21. Contingencies. Company shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of Company or of its subcontractors or suppliers. Such contingencies include, without limitation, war, civil disobedience, delay in transportation, failure by suppliers to deliver equipment, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.

#### 22. Confidentiality.

A) Except as set forth in this Section, or as otherwise expressly provided in this Agreement, each Party agrees that (a) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the Services and (c) this Agreement, all associated contract documentation and correspondence, and the parties' rights and obligations hereunder (collectively, "Confidential Information"), will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement. Each party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information. No Confidential Information will be disclosed by the recipient party without the prior written consent of the disclosing party; provided, however, that each party may disclose this Agreement and any disclosing party's Confidential Information to those who are employed or engaged by the recipient party, its agents or those of its affiliates who have a need to have access to such information in connection with their employment or engagement, provided the recipient party notifies such persons of the obligations set forth in this Section and such persons agree in writing to abide by such obligations.



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- B) The obligations set forth in subsection 22.A above will not prevent any party from disclosing information that belongs to such party or (a) is already known by the recipient party without an obligation of confidentiality other than under this Agreement, (b) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (c) is rightfully received from a third party, (d) is independently developed without use of the disclosing party's Confidential Information or (e) is disclosed without similar restrictions to a third party by the party owning the Confidential Information. If Confidential Information is required to be disclosed pursuant to law. regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Confidential Information may be disclosed pursuant to such requirement so long as the party required to disclose the Confidential Information, to the extent possible, provides the disclosing party with timely prior written notice of such requirement and coordinates with the disclosing party in an effort to limit the nature and scope of such required disclosure. Upon written request at the expiration or termination of an Attachment or order, all documented Confidential Information (and all copies thereof) owned by the requesting party (if previously received by the terminating party) will be returned to the requesting party or will be destroyed, with written certification thereof being given to the requesting party. The provisions of this Section shall remain in effect during the term of the Agreement and shall survive the expiration or termination thereof for a period of four (4) years, provided that the obligations hereunder shall continue in effect for any Confidential Information for so long as it is a trade secret under applicable law.
- 23. Beneficial Use. Beneficial Use occurs when the Customer uses the Service or feature of the Service for its intended operational purpose (excluding training or testing) prior to the full completion of acceptance testing ("Beneficial Use"). Upon commencement of Beneficial Use by Customer, payment requirements will begin and the Customer shall assume responsibility for the use and operation of the Service. Customer may not commence Beneficial Use without Company's prior written authorization, which may be withheld in Company's reasonable discretion. Company is not liable for Service deficiencies that occur during unauthorized Beneficial Use. Customer acknowledges that service corrections and software changes can result in interruptions to normal system operations.
- 24. Statement of Work. Customer's installation of the Service will begin upon the development of a Statement of Work by Customer and Company.
- 25. Warranty Period. Unless expressly provided otherwise in this Agreement, Customer acknowledges that the Services do not include a warranty period and that billing for the Service will begin upon acceptance or Beneficial Use by the Customer.
- 26. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that the undersigned have the authority to bind Customer and Company to this Agreement.
- 27. Public Records. The Parties acknowledge 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. In the event Bellsouth Telecommunications LLC / DBA-AT&T Florida 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 Bellsouth Telecommunications LLC / DBA AT&T Florida seven days written notice, during which period Bellsouth Telecommunications LLC / DBA AT&T Florida still fails to allow access to such documents, terminate the contract.
- 28. 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



Case Number FL13-1879-01



Case Number FL13-1879-01 Option 1 of 1

Offer Expiration: This offer shall expire on: 2/13/2014.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Agreement provides charges for the purchase of PlantCML (Cassidian) VESTA 4X Geo-Diverse E911 System equipment and software. Charges for Maintenance and Support of the existing system as well as Vesta 4.x are also included in this Agreement.

The initial term for maintenance shall be thirty-six (36) months unless otherwise stated on the Order. The initial term shall be automatically renewed for two (2) successive terms of one (1) year each at Company's then-current rates. Either party may elect not to renew maintenance service by giving the other party written notice at least thirty (30) days prior to the end of the then-current term.

Upon mutual agreement of the parties, Customer may renew this Agreement to provide for an upgrade of the E911 equipment/service. An Upgrade is defined as a replacement of existing equipment to available newer technology at the time of the request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

**Board of County Commissioners** 

Escambia County, Florida

Approved as to form and legal sufficiency.

By/Title:

Lumon J. May, Vice Chairman

Mathe Circuit Court

BCC Approved 10-17-2013

ATTEST: Pam Childers

Deputy Clerk



Case Number FL13-1879-01 Option 1 of 1

BCC Approved:
Date :
Company:
BellSouth Telecommunications, ELC d/b/a AT&T Florida
By: Vonna 1 mmt Johnson
Authorized Signature
Printed Name: Duna Brunt Johnson
Title: Ustimer Contracts Specialist
Date: 10/14/13



Case Number FL13-1879-01 Option 1 of 1

RATES A	AND CH	IARGES
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	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	Customer Purchase-Cassidian CPE Support -ECC PSAP	\$.00	\$4,338.10	WFFHW
2	Customer Purchase-Cassidian CPE Support -SO PSAP	\$.00	\$5,873.83	WFFHX
3	Customer Purchase-Cassidian CPE Support -PPD PSAP	\$.00	\$3,857.53	WFFHY
4	Nortel Express Technology Support - Plus Next Bus Day-SLCK8-ECC PSAP	\$.00	\$35.16	WFFJ3
5	Nortel Express Technology Support - Plus Next Bus Day-SLCK8-SO PSAP	\$.00	\$35.16	WFFJ4
6	Nortel Express Technology Support - Plus Next Bus Day-SLCK8-PPD PSAP	\$.00	\$35.16	WFFJ5
7	Customer Purchase-Maintenance for PBXs ECC PSAP	\$.00	\$616.09	WFFJ9
8	Customer Purchase-Maintenance for PBXs SO PSAP	\$.00	<b>\$134.66</b>	WFFJA



Case Number FL13-1879-01 Option 1 of 1

#### **RATES AND CHARGES**

9	Customer Purchase-Maintenance for PBXs PPD PSAP	\$.00	.\$350.63	WFFJB
10	CPE, Cassidian VESTA 4X E911 System, Purchase, ECC/SO/PPD, Payable at Contract Signature	\$67,021.33	\$.00	
11	CPE, Cassidian VESTA 4X E911 System, Purchase, ECC/SO/PPD, Payable at Equipment Delivery.	\$67,021.33	\$.00	
12	CPE, Cassidian VESTA 4X E911 System, Purchase, ECC/SO/PPD, Payable at Final Acceptance	\$67,021.33	\$.00	
13	Software, VESTA 4X E911 System, Purchase, ECC/SO/PPD, Payable at Contract Signature	\$41,560.33	\$.00	
14	Software, VESTA 4X E911 System, Purchase, ECC/SO/PPD, Payable at Equip Delivery	\$41,560.33	\$.00	
15	Software, VESTA 4X E911 System, Purchase, ECC/SO/PPD, Payable at Final Acceptance	\$41,560.33	\$.00	
16	Install, VESTA 4X E911 System, ECC/SO/PPD, Contract Signature	\$31,312.00	\$.00	



	Spe	cial Service Arrangement A	greement Case	Number FL13-1879-01 Option 1 of 1
RATES AND C	CHARGES			•
17	Install, VESTA 4X E911 Syst ECC/SO/PPD, Equip Deliver		\$12.00 \$	.00
18	Install, VESTA 4X E911 Syst ECC/SO/PPD, Final Accepta		\$12.00 \$	.00
19	Training, VESTA 4X E911 S Contract Signature	ystem, \$8,0	<b>)</b> 55.33 \$	.00
20	Training VESTA 4X E911 Sy Equip Delivery	rstem, \$8,0	955.33 \$	5.00
21	Training VESTA 4X E911 Sy Final Acceptance	vstem, \$8,0	955.33 \$	5.00
22	Required Maintenance, VES E911 System, ECC/SO/PPD		\$.00 \$15,357	7.00
23	CPE, Cassidian VESTA 4X l System, Purchase, Commar Payable at Contract Signatu	nd Post,	076.00	5.00
24	CPE, Cassidian VESTA 4X System, Purchase, Commar Payable at Equip Delivery		076.00	5.00



William .			
	Special Service Arr	angement Agreement	Case Number FL13-1879-01 Option 1 of 1
RATES AND	CHARGES		
25	CPE, Cassidlan VESTA 4X E911 System, Purchase, Command Post, Payable at Final Acceptance	\$7,076.00	\$.00
26	Software, VESTA 4X E911 System, Purchase, Command Post, Payable at Contract Signature	\$11,0 <del>4</del> 0.67	\$.00
27	Software, VESTA 4X E911 System, Purchase, Command Post, Payable at Equip Delivery	\$11,040.67	\$.00
28	Software, VESTA 4X E911 System, Purchase, Command Post, Payable at Final Acceptance	\$11,040.67	\$.00
29	Install, VESTA 4X E911 System, Command Post, Payable at Contract Signature	\$1,300.00	\$.00
30	Install, VESTA 4X E911 System, Command Post, Payable at Equip Delivery	\$1,300.00	\$.00
31	Install, VESTA 4X E911 System, Commkand Post, Payable at Final Acceptance	\$1,300.00	\$.00
32	Required Maintenance, VESTA 4X E911 System, Payable at Command Post	\$.00	\$490.00



Case Number FL13-1879-01 Option 1 of 1

**RATES AND CHARGES** 

33 Professional Services, per Unit

\$.00

\$10.00



Case Number FL13-1879-01 Option 1 of 1

#### **RATES AND CHARGES**

#### NOTES:

- 1. The Customer must subscribe to additional elements set forth in this Agreement within the first twelve (12) months of acceptance of the Agreement. The addition of elements after the initial twelve (12) month period will require a new Special Service Arrangement.
- 2. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.
- 3. This Agreement does not cover the following:
- damages caused by disasters such as fire, flood, wind, or earthquake.
- damages caused by unauthorized disconnects or de-powering of the equipment.
- damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
- damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.
- damage during shipment other than original shipment to the Customer.
- damage caused by consumables or spilled liquids, impact with other objects.
- damage caused by any other abuse, misuse, mishandling, misapplication.
- damage caused by software viruses, however introduced. This Agreement does not include hardware or software
  replacement that may be required by the introduction of software viruses or lost data regardless of the cause. Company
  or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

Except as provided in Note 4 below, in addition, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

- 4. Company will repair or replace equipment that is damaged by lightning strikes only if the Customer provides and maintains proper grounding and bonding of the equipment as specified in the E9-1-1-- PSAP Site Requirements (a document separate from this Agreement). Where improper grounding is found Company will repair or replace the damaged equipment on a time and materials basis at the Customer's expense.
- 5. Hardware not provided by the Company will not be repaired, replaced or maintained by the Company even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the Company before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.
- 6. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T agreements.
- 7. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.
- 8. In the event that all or any part of this Agreement is terminated at the Customer's request prior to the expiration of the Agreement term, the Customer will be required to pay the applicable termination charge as stated in this Agreement. The Agreement provisions concerning termination liability shall be inapplicable to any state, county, parish, or municipal



Case Number FL13-1879-01 Option 1 of 1

governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

- 1. a statute;
- 2. an ordinance;
- 3. a policy directive; or
- 4. a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Absent any official statute, ordinance, policy directive, or constitutional provision, the Customer shall be responsible for the termination charge.

All trademarks or service marks contained herein are the property of the respective owners.

**END OF ARRANGEMENT AGREEMENT OPTION 1** 



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7592 County Administrator's Report 15. 3.
BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 02/19/2015

**Issue:** PD14-15.005 Fire Fighting Equipment Service for Various County

**Buildings** 

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning the Agreement for Fire Equipment Service for Various County Buildings - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award and approve the Agreement for Fire Equipment Service for Various County Buildings, PD 14-15.005, between Escambia County, Florida, and The Hiller Companies, Inc., d/b/a Hiller Systems, for a term of 12 months, for an estimated annual amount of \$15,000.

[Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601 - \$13,000; Fund 113, Library Fund, Cost Center 110502, Object Code 54601 - \$2,000]

#### **BACKGROUND:**

Invitation to Bid PD 14-15.005 Fire Fighting Equipment Service for Various County Buildings was advertised in the Pensacola News Journal on Monday, November 18, 2014. Six firms were notified on November 18, 2014. One bid was received on December 17, 2014.

The original intent of invitation to bid was to enter into a three-year agreement for providing continuing service to the fire fighting equipment in various county buildings. After receiving one bid; Facilities Management chose to certify the award for a 12-month period.

#### **BUDGETARY IMPACT:**

Fund 001, General Fund, Cost Center 310203, Object Code 54601, \$13,000 and Fund 113, Library Fund, Cost Center 110502, Object Code 54601, \$2,000.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney prepared the agreement.

#### PERSONNEL:

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

Invitation to Bid PD 14-15.005 Fire Fighting Equipment Service for Various County Buildings was advertised in the Pensacola News Journal on Monday, November 18, 2014. Six firms were notified on November 18, 2014. One bid was received on December 17, 2014.

The bid was certified by Facilities Management for an agreement with a 12 month term requiring Board approval. This recommendation is in compliance with Escambia County Code of Ordinances Chapter 46, Article II, Purchases and Contracts.

#### **IMPLEMENTATION/COORDINATION:**

Facilities Management will administer the agreement.

	Attachments	
<u>Agreement</u>		
Bid Tab		

## AGREEMENT FOR FIRE EQUIPMENT SERVICE FOR VARIOUS COUNTY BUILDINGS PD 14-15.005

THIS AGREEMENT is made this _	day of	, 2015 (hereinaftei
referred to as "Effective Date"), by and t	oetween Escambia	County, Florida, a politica
subdivision of the State of Florida (herein		
address is 221 Palafox Place, Pensacol		
Inc. d/b/a Hiller Systems (hereinafter ref	ferred to as "Contr	actor"), a foreign for profit
corporation authorized to conduct busin	ness in the State	of Florida, whose federal
identification number is 32-0372812, wh	nose local address	is 215 East Olive Road,
Pensacola, Florida 32514, and whose	principal address i	s 3751 Joy Springs Drive,
Mobile, Alabama 36693.	·	, , ,

#### **WITNESSETH:**

WHEREAS, on November 18, 2014, the County issued an Invitation to Bidders (PD 14-15.005) seeking vendors to provide certain fire equipment service for various County buildings; 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 providing such fire equipment 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. <u>Recitals</u>. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 2. <u>Term.</u> This Agreement shall commence as of the effective date and continue for a term of one (1) year.

The County may unilaterally extend this Agreement up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the initial term. The total duration of this agreement shall not exceed the duration of one (1) years and six (6) months.

3. <u>Scope.</u> Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for fire equipment service for various County buildings, Specification No. P.D. 14-15.005, 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. <u>Compensation.</u> County shall pay Contractor for fire equipment service in accordance with the Contractor's Bid Form, dated December 16, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".
- 5. <u>Price Adjustments</u>. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.
- 6. <u>Purchase Orders</u>. The County shall issue written purchase orders to the Contractor on an as-needed basis. The services and equipment 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 is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.
- 7. <u>Method of Payment/Billing</u>. 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. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. 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.
- 8. <u>Termination.</u> This Agreement may be terminated for cause or 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 materials purchased through the date of termination.
- Indemnification. The Contractor agrees to save harmless, indemnify, and defend 9. 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. 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.

- 10. <u>Insurance</u>. 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.
  - (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.
  - (d) 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.
  - (e) 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 32597.
  - (f) 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 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. The Board of County Commissioners and Escambia County shall also be the certificate holders.
- 11. <u>Independent Contractor Status.</u> 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.

12. <u>Notice.</u> 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: Hiller Systems Attention:James Carraway 215 East Olive Road Pensacola, Florida 32514 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.

- 13 <u>Governing Law.</u> 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.
- 14. <u>Public Records.</u> 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. 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 seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.
- 15. <u>Entire Agreement.</u> 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.
- 16. <u>Compliance with Laws.</u> 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 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.

- 17. <u>Assignment of Agreement</u>. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.
- 18. <u>Miscellaneous.</u> 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.
- 19. <u>Annual Appropriation</u>. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.  By/Title: A A A A A A A A A A A A A A A A A A A	COUNTY: BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA  By:
ATTEST: PAM CHILDERS Clerk of the Circuit Court	Steven Barry, Chairman  Date:
By:	BCC Approved:
	CONTRACTOR: THE HILLER COMPANIES, INC. D/B/A HILLER SYSTEMS
ATTEST:	By: Patrick Lynch, Vice-President
Ву:	Date:
Corporate Secretary (SEAL)	

### Scope of Work Fire Fighting Equipment Service

The contractor shall provide all, labor, materials, equipment and transportation for the Inspection, Testing (to include Hydro-Static) and Servicing of the Fire Fighting Equipment located at various Escambia County facilities, in accordance with NFPA 10, NFPA 12A, NFPA 1962, or NFPA 2001, as applicable.

During the period of any such contractual agreement arising from this solicitation, the contractor shall make an initial inspection of all Fire Fighting Equipment of the types indicated herein. The contractor shall ensure it has been inspected, tested and serviced in accordance with federal, state and local regulations. The equipment shall be properly tagged. If not, the contractor shall take corrective action to remedy. The contractor shall maintain a Service and Inspection log on all equipment for the duration of the contract and shall provide on request, such log, to the Director of the Department to which the equipment belongs.

Types of Fire Fighting Equipment covered are listed below: (Note: The scope work to include all nozzles, couplings and fittings, as appropriate.)

Fire Extinguishers (Bottle and Cart):

Systems, Kitchen Hood:

Appl Dry Chamical

ABC Ansul, Dry Chemical
BC Ansul, Wet Agent Cylinders
CO2 Pyro-Chem

CO2 Pyro-Chem
H2O Range Guard
Halon 1211

Fire Hose, All Sizes
FM-200 Systems
Halon 1301

#### SCBA Air Pack Bottles

The awarded contractor shall receive a listing of all sites and types of equipment listed herein, which shall contain the building number, name, and address. The contractor shall schedule all inspections of facilities through the appropriate Division Manager / Program Manager giving 2 days notice to ensure ready access to all subject equipment.

All equipment shall be inspected, tested and serviced as scheduled. Should equipment require removal from the site for any reason, the contractor shall provide a replacement.

The vendor shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for termination / rejection.

All invoices shall clearly indicate the building number, name, and address and have the service tickets attached.



# HOOD SYSTEMS AND APPROXIMATE NUMBER OF FIRE EXTINGUISHERS BY BUILDING

BLDG #	DESCRIPTION	ADDRESS	APPROXIMATE # F.E.
4	BIG LAGOON SH. SUB-STATION	12950 GULF BEACH HWY	2
5	BIG LAGOON MW	12950 GULF BEACH HWY	1
29	ROAD PRISON MAINT. SHOP	601 297A, CANTONMENT	5
30	ROAD PRISON STORAGE	601 297A, CANTONMENT	1
31	ROAD PRISON OFFICE	601 297A, CANTONMENT	2
32	ROAD PRISON BARRACKS	601 297A, CANTONMENT	18
	RANGE HOOD-SEMI-ANNUAL	601 297A, CANTONMENT	1
	RANGE HOOD-SEMI-ANNUAL	601 297A, CANTONMENT	1
		28	
33	ROAD PRISON- PORTABLE BLDG	601 297A, CANTONMENT	1
36	ROAD OPERATIONS- GARAGE	601 297A, CANTONMENT	13
37	ROAD OPERATIONS - ADMIN	601 297A, CANTONMENT	1
38	ROAD OPS- STORAGE	601 297A, CANTONMENT	1
40	ROAD OPS-TRAFFIC/SAFETY	601 297A, CANTONMENT	1
42	ROAD OPS- SAW SHOP	601 297A, CANTONMENT	3
44	ROAD OPS- FUEL STATION	601 297A, CANTONMENT	2
45	ESCAMBIA COUNTY VIDEO VISITATION	11 WEST LEONARD ST.	19
46	ANIMAL SHELTER	200 WEST FAIRFIELD DR.	7
49	MATT BELL BUILDING	213 SOUTH PALAFOX ST.	
	1 ST FLOOR		2
	2ND FLOOR		4
		6	
55	REBUILD NW FLORIDA	150 WEST MAXWELL ST.	2
56	COURT ADMIN	100 WEST MAXWELL ST.	1
57	COURT HOUSE, CANTONMENT	292 MUSCOGEE ROAD	2
59	COURT HOUSE	223 SOUTH PALAFOX ST.	
	1 ST FLOOR		4
	2 ND FLOOR		4
	3 RD FLOOR		3
	4 TH FLOOR		4
	ATTIC		1
	BASEMENT		6
		22	
61	COURT HOUSE- CENTURY	7500 NORTH CENTURY BLVD.	
	CLERK OF THE COURT/ COURT RM		5
	SHERIFF'S SUB-STATION		2
		7	- 1100
62	DAVISVILLE C. CENTER	10200 HWY 97	3
63	DORRIE MILLER C. CENTER	2850 NORTH MILLER ST.	1
65	EMS CENTURY	6029 INDUSTRIAL BLVD.	3
66	EMPLOYEE HEALTH CLINIC	2257 NORTH BAYLEN ST.	5
68	ENGLEWOOD C. CENTER	2751 NORTH "H" ST.	6

BLDG #	DESCRIPTION	ADDRESS	APPROXIMAT # F.E.
69	ESCAMBIA COUNTY JAIL	2935 NORTH "L" ST.	
	PHASE 1 1 ST FLOOR		37
	RANGE HOOD-SEMI-ANNUAL		1
	RANGE HOOD-SEMI-ANNUAL		1
	2 ND FLOOR		5
	ESCAMBIA COUNTY JAIL 3RD		
69	FLOOR		5
	4 TH FLOOR		5
	5 TH FLOOR		5
	6 TH FLOOR		5
	7 TH FLOOR		2
	ROOF		1
	GROUNDS		4
	PHASE 2 1ST FLOOR		9
	2 ND FLOOR		3
	3 RD FLOOR		3
		86	
71	AGR. EXTENSION SERVICE	3750 STEFANI ROAD	5
72	FELIX MIGA C. CENTER	904 NORTH 57th AVE.	7
73	BEULAH C. CENTER	7425 WOODSIDE ROAD	3
79	JUDICIAL CENTER	190 WEST GOVERNMENT ST.	
	1 ST FLOOR		21
	2 ND FLOOR		15
	3 RD FLOOR		11
	4 TH FLOOR		16
	5 TH FLOOR		7
	6 TH FLOOR		6
	0 1111 2001	76	- 1200
80	JUVENILE JUSTICE	1800 ST. MARY ST.	
00	CLERK OF THE COURT	1000 01: WAICE 01:	6
	GUARDIAN AD LITEM		2
	JUVENILE DETENTION		14
	RANGE HOOD-SEMI-ANNUAL		1
	RANGE HOOD-SEMI-ANNUAL		1
	MECHANICAL		2
	PUBLIC DEFENDER		2
	STATE ATTORNEY		2
	STATE ATTORNET	30	- 4
82	LAKESTONE PAVILION	801 WEST HWY 4	1
	LAKESTONE BATH HOUSE		1
83	PIPELINE MW	801 WEST HWY 4 5725 PIPELINE ROAD	1
85	PIPELINE MW	5725 PIPELINE ROAD	1
86	WSRE MW- OLD		1
86A	WSRE MW- NEW	1515 WEST FAIRFIELD DRIVE	1
87	LIBRARY MW	1515 WEST FAIRFIELD DRIVE	1
89	WALNUT HILL MW	200 GREGORY ST.	2
91	NORTH END MW	5026 A. BROWN ROAD 7955 BRATT ROAD	1

BLDG #	DESCRIPTION	ADDRESS	APPROXIMATE # F.E.
92	NORTH END MW	7955 BRATT ROAD	1
93	ENGLEWOOD MW	1218 WEST CROSS ST.	2
94	GONZALEZ MW	391 90 & 9 RANCH ROAD	1
95	MOLINO MW	3470 NORTH HWY 29	2
100	DON SUTTON MW	2342 CRABTREE ROAD	1
102	SHERIFF GARAGE	1350 WEST LEONARD ST.	13
103	NORTH END CAMP OFFICE	4901 CAMP ROAD	1
104	NORTH END CAMP GARAGE	4901 CAMP ROAD	10
113	SHERIFF ADMINISTRATION	1700 WEST LEONARD ST.	
	1 ST FLOOR		15
	2 ND FLOOR		13
	3 RD FLOOR		2
	BASEMENT		7
	HALON- ANNUAL		1
	HALON -SEMI- AL		1
		39	
118	SHERIFF FUEL ISLAND	1600 EAST LEONARD ST.	2
119	SHERIFF INVESTIGATION	1300 EAST LEONARD ST	5
121	SHERIFF SUB- HOOD DR	97 HOOD DRIVE	2
123	BRYNEVILLE C. CENTER	1701 NORTH HWY 4A	2
124	SHERIFF SUB- MOLINO	5844 NORTH HWY 29	2
128	TOLL PLAZA	415 PENSACOLA BEACH BLVD.	5
129	CBDF PUMP STATION	1200 WEST LEONARD ST.	1
130	COUNTY PROBATION	2251 NORTH PALAFOX ST.	
100	1 ST FLOOR	220111011111111111111111111111111111111	6
	2 ND FLOOR		5
	2.1,5 2.50	11	
139	SHERIFF SUB- P. BEACH	41 FORT PICKENS ROAD	4
146	MAXWELL ST. MAINT.	2257 NORTH PALAFOX ST.	3
150	ROAD OPS- MOBILE HWY	775 MOBILE HWY	1
153	OAK GROVE COM CENTER	2550 HWY 99, OAKGROVE	2
154	CENTURY MAINT SHOP	4999 NORTH CAMP ROAD	3
157	WALNUT HILL C. CENTER	7850 HWY 97	2
173	WIND MITIGATION	3740 STEFANI ROAD	4
175	JUDICIAL PARKING GARAGE	190 WEST GOVERNMENT	-
	1ST FLOOR		2
		2	
178	ORDEN'S / ORVIS	201 SOUTH PALAFOX	
	1ST FLOOR		4
	2ND FLOOR		5
	2,15,12001	9	
179	FACILITIES MANAGEMENT	100 EAST BLOUNT ST.	16
179A	ARCHIVES	120 EAST BLOUNT ST.	4
179B	VOTING MACHINE WAREHOUSE	100 EAST BLOUNT ST.	2
181	MARIE ELLA DAVIS C. CENTER	16 RAYMOND ST.	1
182	WALNUT HILL SHERIFF SUB	7850 HWY 97	1

BLDG #	DESCRIPTION	ADDRESS	APPROXIMATE # F.E.
185	QUINTETTE C. CENTER	2490 QUINETTE LANE	1
187	ROAD OPS FUELS	601 HWY 297A	1
189	EQUESTRIAN ADMIN	7750 MOBILE HWY	1
192	4H MW	4810 WEST NINE MILE ROAD	1
202	K-9 OPERATIONS	4810 WEST NINE MILE ROAD	1
203	GOV. COMPLEX- MAIN	1651 EAST NINE MILE ROAD	5
204	GOV. COMPLEX- FUELS	1651 EAST NINE MILE ROAD	2
205	GOV. COMPLEX- SEG. STORAGE	1651 EAST NINE MILE ROAD	3
206	GOV. COMPLEX- S. CLEANER	1651 EAST NINE MILE ROAD	1
208	GOV . COMPLEX- GARAGE	1651 EAST NINE MILE ROAD	7
210	GOV. COMPLEX-POLE BARN	1651 EAST NINE MILE ROAD (22)	4
217	MAYFAIR C. CENTER	701 SOUTH MADISON DR.	1
218	SHERIFF'S HANGER	601 HWY 297A	3
219	"W" ST. TAG OFFICE	6451 NORTH "W" ST.	4
220	ROAD PRISON- ADMIN	601 297A, CANTONMENT	2
221	ROAD PRISON MULTI-PURPOSE	601 297A, CANTONMENT	3
4.07	TO SELECTION OF BUILDING SERVICES	6055 BARRINEAU PARK SCHOOL	
223	BARRINEAU PARK CC	RD	5
	RANGE HOOD-SEMI-ANNUAL		1
	RANGE HOOD-SEMI-ANNUAL		1
		7	
224	PUBLIC SAFETY	6575 NORTH "W" ST.	21
	RANGE HOOD-SEMI-ANNUAL		1
	RANGE HOOD-SEMI-ANNUAL		1
	FM-200		1
100		7	
226	GONZALEZ MW	391 90 & 9 RANCH ROAD	1
227	BARRRINEAU PARK CC- MOD- "A"	6055 BARRINEAU PARK SCHOOL RD	1
229	WORK RELEASE	1211 WEST FAIRFIELD.	18
232	SW BRANCH LIBRARY	12248 GULF BEACH HWY	4
237	BARRINEAU PARK CC -MOD "B"	6055 BARRINEAU PARK SCHOOL RD	
239	PUBLIC SAFETY MW	6575 NORTH "W" ST.	1
241	EBONWOOD CC	3511 WEST SCOTT ST.	4
242	ERNIE L. MAGAHA BLDG.	221 PALAFOX PLACE	
	1ST FLOOR		6
	2ND FLOOR		4
	3RD FLOOR		4
	4TH FLOOR		4
		18	
243	JAIL- ELECTRONICS STORAGE	2935 N "L" ST.	1
245	JAIL GUARD TOWER	2935 N "L" ST.	2
246	LAKESTONE CARETAKER- NEW	801 HWY 4, CENTURY	2
255	LIONS CLUB (New)	1135 WEST HAYES ST	1
256	LSC MAINT (New)	1125 WEST HAYES ST.	2
257	EQUESTRIAN TICKET BOOTH	7750 WEST MOBILE HWY	1

258 259 260	NOB GARAGE	40 WEST INTENDENCIA ST	
260		49 WEST INTENDENCIA ST.	9
	PUBLIC SAFETY STORAGE	6575 NORTH "W" ST.	1
	MOSQUITO CONTROL - ADMIN	601 297A, CANTONMENT	2
261	MOSQUITO CONTROL- GARAGE	601 297A, CANTONMENT	1
262	MOSQUITO CONTROL- STORAGE	601 297A, CANTONMENT	1
264	CENTURY LIBRARY	7995 CENTURY BLVD.	2
266	WARRINGTON MW (NEW) HALON	113 MANCHESTER ST.	1
267	LEXINGTON TERRACE CC	700 SOUTH OLD CORY ROAD	5
270	ROAD OPS, PORTABLE	601 HWY 287A	1
271	SHERIFF MONOPLE MW	1700 WEST LEONARD ST	1
272	SHERIFF GARAGE (NEW)	3101 "H" ST.	4
283	ROAD PRISON, K9 OFFICE	601 HWY 297A, CANTONMENT	1
285	NORTH ROAD CAMP- GENERATOR	4901 CAMP ROAD	1
286	ROAD PRISON, BLANTON OFFICE	601 HWY 297A, CANTONMENT	1
292	MOLINO COMMUNITY CENTER/ LIBRARY	899 HWY 97	6
295	CENTRAL OFFICE COMPLEX	33363 WEST PARK PLACE	
200	1 ST FLOOR	00000 11201 1711111 27102	9
	2ND FLOOR		5
	ZND FLOOR	14	
301	MARIE K. YOUNG COMMUNITY CENTER	3420 PINESTEAD ROAD	9
301		3420 PINESTEAD ROAD	
	RANGE HOOD-SEMI-ANNUAL		1
	RANGE HOOD-SEMI-ANNUAL	44	
302	MOLINO TAX COLLECTOR / PROPERTY APPRAISER	899 HWY 97	6
	RANGE HOOD-SEMI-ANNUAL		2
	RANGE HOOD-SEMI-ANNUAL		2
	TANGE HOOD-GEWI-ANNOAE	10	-
303	SHERIFF WARRINGTON SUB-STATION	30 NORTH NAVY BLVD	2
305	PERDIDO KEY COMMUNITY CENTER / VIC	15500 PERDIDO KEY DRIVE	5
307	WEST FLORIDA REGIONAL LIBRARY	200 WEST GREGORY ST	12
308	TRYON LIBRARY	1200 LANGLEY AVE	6
310	GENEALOGY BRANCH LIBRARY	5740 NORTH 9TH AVE	3
311	FIRING RANGE	NAME OF THE PARTY	1
1296	FIRING RANGE FIRING RANGE, CLASSROOM # 2	13011 BEULAH ROAD	2
	FIRING RANGE, CLASSROOM # 2	13011 BEULAH ROAD	
1298		13011 BEULAH ROAD	1
1299	FIRING RANGE, STORAGE	13011 BEULAH ROAD	1 12
312	BROWNSVILLE CC	3200 WEST DESOTO ST	12
313	BROWNSVILLE HOUSE	3210 WEST GONZALES	1
314	ENGLEWOOD SENIOR CC	2751 NORTH "H" ST	1
315	PALAFOX TRANSFER STATION	2906 NORTH PALAFOX ST	4
316	PALAFOX TRANSFER -SCALE HOUSE	2901 NORTH PALAFOX ST	1
318	LEGION FIELD LIBRARY	1301 WEST GREGORY ST	1
319	4H MOLINO	5600 CHALKER ROAD TOTAL	761

### SIGN AND RETURN THIS FORM WITH YOUR BIDS\*\*

**BID FORM** 

SUBMIT OFFERS TO:

Lester L. Boyd, Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850) 595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA Invitation to Bid

FIRE FIGHTING EQUIPMENT SERVICE FOR VARIOUS COUNTY BUILDINGS PD 14-15.005

#### SOLICITATION

MAILING DATE: Tuesday, November 18, 2014

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CST, Tuesday, December 16, 2014 and may not be withdrawn within 90 days after such date and time.

A Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL 32502 in Conference Room #11.407 on Wednesday, December 3, 2014 at 10:00 a.m. CST.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested paties at the 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 Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SH	IALL BE COMPLETED BY OFFEROR)
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 32-0372812	Net 30
DELIVERY DATE WILL BEDAYS AFTER RECIEPT OF PURCHASE ORDER.	
VENDOR NAME: Hiller Systems ADDRESS: 215 E. Olive Road	REASON FOR NO OFFER:
CITY, ST. & ZIP: Pensacola, FL PHONE NO.: (850) 471-2490	BID BOND ATTACHED \$ N/A
TOLL FREE NO.: ( ) FAX NO.: (850) 479-7731	
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 fall end without collisation or fraud. I agree to abide by all conditions of this offer and certify that I am surherized to sign this offer are de offerer and that the offerer is in compliance with all requirements of the collectation, including but not limited to certification requirements. In submitting an offer to Escarbia County Florida, the offerer agrees that if the offer is accepted, the offerer wite closely, sell, assign or transfer to Escarbia County Florida, the offerer sure that the offer is accepted, the offerer wite closely, sell, assign or transfer to Escarbia County Florida in Jights talled offerer wite closely, sell, assign or transfer to Escarbia County Florida all rights talled and the State of Florida for price fating relating to the particular commodities or services perchased or sequired by Escarbia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County	James Caraway/ Account Manager NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  (TYPED OR PRINTED)  AUTHORIZED TO SIGN OFFER (MANUAL)

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD 14-15.005, FIRE FIGHTING EQUIPMENT SERVICE FOR VARIOUS COUNTY BUILDINGS, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

	UNIT PRICE						
DESCRIPTION	INSPECT	TEST	RECHARGE	REPLACE			
Fire Extinguisher, ABC	А						
2 1/2 lb.	3.20	7.00	10.00	29.00			
5 lb.	3.20	7.00	13.50	38.00			
10 lb.	3.20	7.00	19.50	56.00			
20 lb.	3.20	7.00	40.00	110.50			
50 lb.	3.20	7.00	72.00	1372.00			



<sup>\*\*</sup> Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.

*****	UNIT PRICE					
DESCRIPTION	INSPECT	TEST	RECHARGE	REPLACE		
Fire Extinguisher, BC						
2 1/2 lb.	3.20	7.00	5.00	29.00		
5 lb.	3.20	7.00	12.00	38.00		
10 lb.	3.20	7.00	14.00	62.00		
20 lb.	3.20	7.00	22.00	105.00		
50 lb.	3.20	7.00	46.00	1750.00		
Fire Extinguisher, CO2						
2 1/2 lb.	3.20	9.00	9.00	168.00		
5 lb.	3.20	9.00	11.00	168.00		
10 lb.	3.20	9.00	13.00	172.00		
20 lb.	3.20	9.00	19.00	244.00		
50 lb.	3.20	9.00	35.00	1987.00		
Fire Extinguisher, H <sub>2</sub> O		1				
2.5 Gallon	3.20	7.00	15.00	108.00		
Fire Extinguisher, Halon 1211						
Refill per LB.	N/A	N/A	30.00	N/A		
150 lb. cylinder.	295.00	N/A	N/A	N/A		
Fire Extinguisher, Halon 1301						
Refill per lb.	N/A	N/A	30.00	N/A		
150 lb. cylinder.	295.00	N/A	N/A	N/A		
Fire Extinguisher, Cart						
50 lb. ABC	12.00	30.00	110.00	1435.00		
100 lb. Cartridge CO2	12.00	30.00	100.00	3445.00		
150 lb. Dry Chemical	12.00	30.00	310.00	2620.00		
Hood System						
Range Guard Type Hood System	100.00	N/A	N/A	N/A		
Pyro -Chem Type hood System	100.00	N/A	N/A	N/A		
Ansul Type Hood System	100.00	N/A	N/A	N/A		
Fusible Link	N/A	N/A	N/A	12.00		
Ansul, Wet Agent Cylinder						
3 gal.	65.00	15.00	175.00	210.00		
LT R 30 Cartridge	N/A	N/A	N/A	98.00		
Double Tank Cartidge	N/A	N/A	N/A	296.00		

	UNIT PRICE					
DESCRIPTION	INSPECT	TEST	RECHARGE	REPLACE		
Fire Hose, 50 Foot Section (including folding)						
1 1/2" Includes Coupling	10.00	22.00	N/A	168.00		
2 1/2" Includes Coupling	10.00	22.00	N/A	296.00		
All sizes not stated	N/A	N/A	N/A	N/A		
SCBA Air Pack Bottles						
Steel	N/A	12.00	N/A	N/A		
Composite	N/A	12.00	N/A	N/A		
Over 5,000 PSI	N/A	55.00	N/A	N/A		
FM-200 SYSTEMS						
Testing	295.00	N/A	N/A	N/A		
Refill per lb.	N/A	N/A	18.50	N/A		

Cost Items for Services not covered as Bid item stated above: % Replacement Parts (Cost Plus) 50 \$ 70.00 per Hour Labor per Hour (services not list above) \$Job-Site Time starts at Office or Job-Site \$70.00 Minimum Charge for Call Out \$50.00 per Hour Travel Rate (If Applicable) \$21.00 per Gallon Propylene Glycol (Pre-Mixed Only) **CONTRACTOR REQUIREMENTS** Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period: Addendum No. Addendum No. Date Date Addendum No. Addendum No. Date Date (PLEASE TYPE INFORMATION BELOW) **SEAL IF BID IS BY CORPORATION** State of Florida Department of State Certificate of Authority Bidder: Hiller Systems Document Number\_ Occupational License No. FED12-000058 By: James Caraway Florida Fire Protection System Contractors License Signature: No. FPC12-000125 Title: Account Manager Expiration Date: 6/30/2016 Address: 215 E. Olive Road Pensacola, Fl. 32514

Terms of Payment	Person to contact concerning this bid:
(Check one) Net 30 Days X 2% 10th Prox	James Caraway
(	Phone/Toll Free/Fax # 850-471-2490 (office)
Will your company accept Escambia County Purchasing	850-490-5291 (cell)
Cards? Yes X No	E-Mail Address: jcaraway@hillercompanies.com
	Home Page Address: HillerFire.com
Will your company accept Escambia County Direct Payment Vouchers? Yes X No	
	Person to contact for emergency service: Hiller Systems
	Phone/Cell/Pager #: 850-471-2490
	Person to contact for disaster service: SAME AS ABOVE
	Home Address:
	Home Phone/Cell/Pager #:

### PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRI BID # PI			quipment for	r Various County	Buildings			
Bid Opening Time: 2:00 pm CST Bid Opening Date: 12/16/2014 Bid Opening Location: Rm 11.407 NAME OF BIDDER	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Certificate of Insurance	Sworn StatementPursuant to Section 287.133(3)(a), FL Statutues on Entity Crimes	Grand Total
Hiller Systems 215 E. Olive Road Pensacola, FL 32514	Х	N/A	N/A	Х	Х	Х	X	X	Inspect: \$1,357.20 Test: \$350.00 Recharge: 1,129.50 Replace:\$15,016.50 Addt'l cost not covered on Bid Replace Parts:\$50% Labor: \$70.00 hrly Start Time: Jobsite Min call out: \$70.00 hrly Travel Rate: \$50.00 hrly Propylene Glycol (premixed only) \$21.00 per gal
BIDS OPENED BY:	Lester L. B	Boyd., Purc	hasing Specialist		J	DATE: 12/17/20	14		
BIDS TABULATED BY:	Cynthia Si	Cynthia Smith, RMLO for Angie Holbrook, Purchasing Associate DATE: 12/17/2014							
BIDS WITNESSED BY:	Cynthia Si	nith, RML	O for Angie Holbi	rook, Purchasir	ng Associate I	DATE: 12/17/201	4		

The Purchasing Manager/Designee recommends to the BCC: To award a one year agreement to Hiller Systems for an estimated yearly amount of \$15,000.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager, Notes:

Posted @ 4:00 p.m.. CST on 01/22/2015

LLB/abh



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7661 County Administrator's Report 15. 4.
BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 02/19/2015

**Issue:** PD 14-15.018 Contract Award for Stillbrook Road Drainage

**Improvements** 

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning Contract Award for Stillbrook Road Drainage Improvements - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Volkert, Inc., per the terms and conditions of PD 14-15.018, Stillbrook Road Drainage Improvements, for a lump sum of \$52,206 and option services of \$7,000, for a total of \$59,206.

[Funding: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612, Project Number ESCPW73]

### **BACKGROUND:**

During the April 29, 2014, storm event, the road surface above the triple 72" culvert on Stillbrook Road failed in multiple locations creating pot holes and sinkholes. Upon inspection by SIGMA Consulting, it was determined the failure to the joints were due to atypically high stormwater flows that created pressure flow conditions. Escambia County is seeking funding from FEMA to replace the culvert and the roadway. Request for Letters of Interest for design, PD 14-15.018, Stillbrook Road Drainage Improvements, were publicly noticed on Thursday, December 11, 2014, to five known firms. Responses were received from three firms on Tuesday, December 30, 2014. A selection/ranking meeting was held on Thursday, January 15, 2015, and a scope/fee negotiation meeting was held on Tuesday, February 3, 2015.

Request for Letters of Interest, PD 14-15.018, Stillbrook Road Drainage Improvements, were publicly noticed on Thursday, December 11, 2014, to five known firms. Responses were received from three firms on Tuesday, December 30, 2014. Volkert, Inc. was ranked #1 by the selection committee.

### **BUDGETARY IMPACT:**

Funding: Fund 112 Disaster Recovery Fund, Cost Center 330492, Object Code 54612, Project Number ESCPW73

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

### **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 and Florida Statute 287.055, Competitive Consultants Negotiation Act. Request for Letters of Interest, PD 14-15.018, Stillbrook Road Drainage Improvements, were publicly noticed on Thursday, December 11, 2014 to 5 known firms. Responses were received from 3 firms on Tuesday, December 30, 2014. Volkert, Inc. was ranked #1 by the Selection Committee.

### 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 & Exhibits** 

# STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

**FOR** 

## AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Volkert, Inc.

PD 14-15.018, Stillbrook Road Drainage Improvements

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised July 11, 2013)

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#### AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of February, 2015, 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 Volkert, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 651 East Burgess Road, Suite 53, Pensacola, Florida 32504, and whose Federal tax identification number is 63-0247014 (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 <u>BOARD OF COUNTY COMMISSIONERS:</u> The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.
- 1.2 <u>CONSULTANT:</u> Volkert, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.
- 1.3 <u>CONTRACT ADMINISTRATOR:</u> Whenever the term "Contract Administrator" is used herein, it is intended to mean Nicolas Chauvin, Engineering Project Coordinator, Public Works/Engineering. 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 <u>CONTRACT SERVICES:</u> The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.
- 1.5 <u>COUNTY:</u> Escambia County is a body corporate and politic and a political subdivision of the State of Florida.
- 1.6 <u>LUMP SUM COMPENSATION</u>: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.
- 1.7 <u>NOTICE TO PROCEED:</u> A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.
- 1.8 <u>PROJECT:</u> It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 14-15.018, Stillbrook Road Drainage Improvements.

### 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) 14-15 in the amount of Fifty Nine Thousand Two Hundred and Six Dollars (\$59,206.00) 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 14-15.018, Stillbrook Road Drainage Improvements, and as represented in the Consultant's Letter of Interest response to PD 14-15.018, 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 \$unknown.
- 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 <u>COMPENSATION:</u> 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 Fifty Nine Thousand Two Hundred and Six Dollars (\$59,206.00). Final payment will be subject to approval by the Board of County Commissioners.
- 5.2 <u>FEE SCHEDULE:</u> 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 <u>DIRECT EXPENSES</u>: 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 <u>METHOD OF BILLING AND PAYMENT:</u>

(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:

Volkert, Inc. 651 East Burgess Road, Suite 53 Pensacola, Florida 32504

(d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

Nicolas Chauvin Engineering Project Coordinator Public Works/Engineering 3363 West Park Place Pensacola, FL 32501 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. 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).

- 9.4 <u>NO CONTINGENT FEES</u>: 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 <u>SUBCONTRACTORS</u>: 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 <u>ASSIGNMENT</u>: 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 Claudia Simmons, 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 <u>TRUTH-IN-NEGOTIATION CERTIFICATE</u>: 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 <u>HEADINGS</u>: 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 <u>GRATUITIES</u>: 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 <u>CONFLICT OF INTEREST</u>: 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 <u>SURVIVAL</u>: 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 <u>INTERPRETATION</u>: 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 <u>SEVERABILITY</u>: 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 <u>COMPLIANCE WITH LAWS</u>: 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 <u>PARTICIPATION IN OTHER PROCEEDINGS</u>: 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 <u>FURTHER DOCUMENTS</u>: 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 <u>NO WAIVER</u>: 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 Volkert, Inc., signing by and through its Russell Howell, 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:	
Witness		Date:	
Witness		BCC Approved: February 19, 2015	
		CONSULTANT: Volkert, Inc., a Florida Corporation authorized to do business in the State of Florida.	
ATTEST:	Corporate Secretary	By:Russell Howell, Vice President	
By:		Date:	
Secr	etary		



February 3, 2015

Mr. Paul Nobles, CPPO, CPPB, FCCM, FCN, FCPM Escambia County Purchasing Coordinator 213 Palafox Place- 2<sup>nd</sup> Floor Pensacola, FL 32502

# Re: PD 14-15.018- Stillbrook Road Drainage Improvements Project- Final Design Scope of Services and Fee Proposal

Dear Mr. Nobles,

Volkert, Inc. is pleased to provide the Engineering Services for the Stillbrook Road Drainage Improvements Project. It is our understanding that the existing culverts crossing Stillbrook Road were damaged during the April 29<sup>th</sup> and 30<sup>th</sup> rainfall event in Escambia County, Florida. The purpose of the project is to repair/replace the existing roadway and culvert while analyzing the existing drainage system and confirm any proposed changes will not cause damage to the drainage system. The culvert crossing and key components will be designed to meet current Escambia County standards, codes and specifications to provide future sustainability to the key system components in the area. All services for design and construction shall meet the minimum requirements for County funding reimbursement through FEMA.

The Scope of Services will include the following:

### <u>Surveying Services- Sub-Consultant: Fabre Engineering & Surveying:</u>

- •Develop Topographic survey of Stillbrook Road from Hollowbrook Drive to Pickwood Drive. Field Survey will include the following:
  - Topographic Information, Min. of two(2) Benchmarks, Cross Sections(max. 100' Intervals), Utility, Drainage Structures, Drainage Easements and As-built survey from 5' beyond the Right-of-way to 5' beyond the Right-of-way
  - Wetland Flagging Location
  - Quiet Creek Channel cross-sections 100' upstream and downstream from Stillbrook Road Culvert Crossing

### **Geotechnical Services- Sub-Consultant: Nova Engineering and Environmental:**

- Complete Two (2), 15 LF deep Standard Penetration Test (SPT) Borings along opposite shoulders of Stillbrook Road to evaluate the subsurface conditions present at the culvert crossing
- Complete One (1) pavement core and 5 LF deep hand auger in the roadway alignment to identify the current pavement sections
- Provide MOT Services during drilling
- Evaluation, Recommendations and Final Report



### **Engineering Services:**

- Coordination with County Staff, NWFWMD, USACE and FEMA to obtain necessary permits/funding
- Field Reviews of Existing Site Conditions
- Sub-consultant oversight and coordination
- Complete Plans and Specifications for the Culvert Replacement and Roadway repair 60%, 90%, and 100%
- Gant Chart Schedule updates with each submittal 60%, 90%, and 100%
- Plan Reviews with County Staff including cursory review meeting prior to submittals 60%, 90%, and 100%
- Monthly Status Reports to Escambia County Project Manager
- Provide recommendations and design to meet current Escambia County standards, codes and specifications to provide future sustainability to the culvert key system components.
- Detailed Hydrologic and Hydraulic Studies of the Stillbrook Road culvert using existing Scenic Hills Basin Master Plan. The culvert crossing will be analyzed to confirm the roadway does not overtop during a 100-year storm event and to determine the immediate upstream and downstream effects based on the information provided by the county.
- Cost estimates via the Escambia County Pricing agreement, preliminary at 60% submittal, final draft at 90% submittal and final at 100% submittal. Cost estimates will include Replace-In Kind Estimates and Mitigation/Improvements Estimates for FEMA Reimbursement.
- Utility coordination and plans-in hand walk through at all phase submittals
- Prepare Bid Documents as required in accordance with Escambia County requirements
- Attend pre-bid meetings, as necessary, with Escambia County Engineering and Purchasing Department
- Respond to all RFI's and issue any addendums throughout the Bid Process
- Attend one (1) Bid Opening Meeting with Escambia County Engineering and Purchasing Department
- Tabulate Bids and make recommendations to Escambia County Engineering Staff
- Attend one (1) Preconstruction Conference with Escambia Staff and the selected Contractor
- Prepare As-Built Certifications based on the Contractor redlines, post construction meetings and inspections
- Coordination with Escambia County GIS Manager for integration of all final project data for Lucity Asset Management System.



### **Environmental Services:**

- Initial site visit by Volkert Environmental. General measurements/dimensions of areas damaged.
- Provide Pre and Post photo Documentation (GPS referenced to recreate context)
- Wetland Delineation Flagging and Coordination with Surveyor
- Arrange for initial on-site review with USACE and NWFWMD ERP to determine agency compliance requirements under Emergency Orders
- Develop Wetland Impacts plans in coordination with project design engineers
- Obtain permits/approval for wetland impacts from USACE and NWFWMD ERP
- Permit Fees provided as part of Optional "As-Needed" Services

### **Optional "As-needed" Services:**

- Public Involvement to include time onsite to notify adjacent or affected property owners of project updates and to respond to questions.
- Permit Fees.
- Limited Construction Engineering Services to address issues with design, any unforeseen conditions, monitor construction and as-built drawing inspections.

### **Deliverables:**

#### 1- Survey/Geotechnical Submittal-

- Signed and Sealed Topographical Survey- 5 Hard Copies, 1 Electronic Copy
- Signed and Sealed Copy of the Geotechnical Report- 1 Hard Copy, 1 Electronic Copy

#### 2- 60% Submittal-

- 60% Plans which include preliminary Key Sheet/General Notes/Roadway Design/Culvert Design/Summary of Pay Items/ Typical Road Section/Typical Culvert Section/Details/Summary of Quantities/Cross Sections/SWPPP/Wetland Impacts- 2 Hard Copies, 1 electronic copy (original format and .pdf)
- Preliminary Hydrological Study- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- Preliminary Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)

### 3- 90% Submittal-

- 90% Plans which include complete Key Sheet/General Notes/Roadway Design/Culvert Design/Summary of Pay Items/ Typical Road Section/Typical Culvert Section/Details/Summary of Quantities/Cross Sections/SWPPP/Wetland Impacts- 2 Hard Copies, 1 electronic copy (original format and .pdf)
- Final Hydrological Study- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- Final Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)



#### 4- 100% Submittal-

- 100% Plans which include final Key Sheet/General Notes/Roadway Design/Culvert Design/Summary of Pay Items/ Typical Road Section/ Typical Culvert Section/Details/Summary of Quantities/Cross Sections/SWPPP/Wetland Impacts- 2 Hard Copies, 1 electronic copy (original format and .pdf)
- Final Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- Bid Documents using Escambia County Standard Bid Documents- 2 Hard Copies, 1 electronic copy (original format and .pdf)

### 5- As-Builts/Closeout-

• As-Built Certifications based on the Contractor redlines, post construction meetings and inspections- 2 Hard Copies, 1 electronic copy (original format and .pdf)

### **Items to be provided by Escambia County:**

Escambia County will provide the existing Scenic Hills Master Drainage Plan and as-builts drawings, surveys, calculations and records for upstream and downstream drainage improvements and structures along the Thompson Bayou main channel of the Scenic Hills Drainage Basin. If as-built information is not provided or available, additional surveying may be needed to obtain said information, as surveying for the Scenic Hills drainage basin analysis/modeling is not included in the scope of work.

The Fee Proposal for the above services is as follows:

#### Fee Proposal:

Project: Stillbrook Road Drainage Improvements Project:

Task 1- Surveying- Fabre-	\$ 4,258.25
Task 2- Geotechnical- NOVA-	\$ 2,750.00
Task 3- Engineering Design Services-	\$42,697.75
Task 4- Environmental Services-	\$ 2,500.00
Task 5- *Optional "As-Needed" Services-	\$ 7,000.00- Allowance

Total Fee: \$59,206.00

<sup>\*</sup>Optional "As-Needed" Services will be billed at Hourly Rate "as-needed" or for actual permit fees



### **Schedule:**

Work will be scheduled upon receipt of authorization and will continue until complete in order to meet the agreed upon schedule.

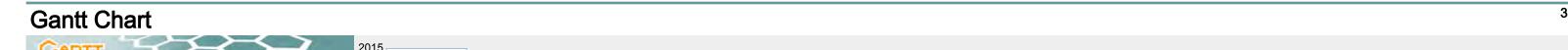
Should you have any questions or comments, please give me a call.

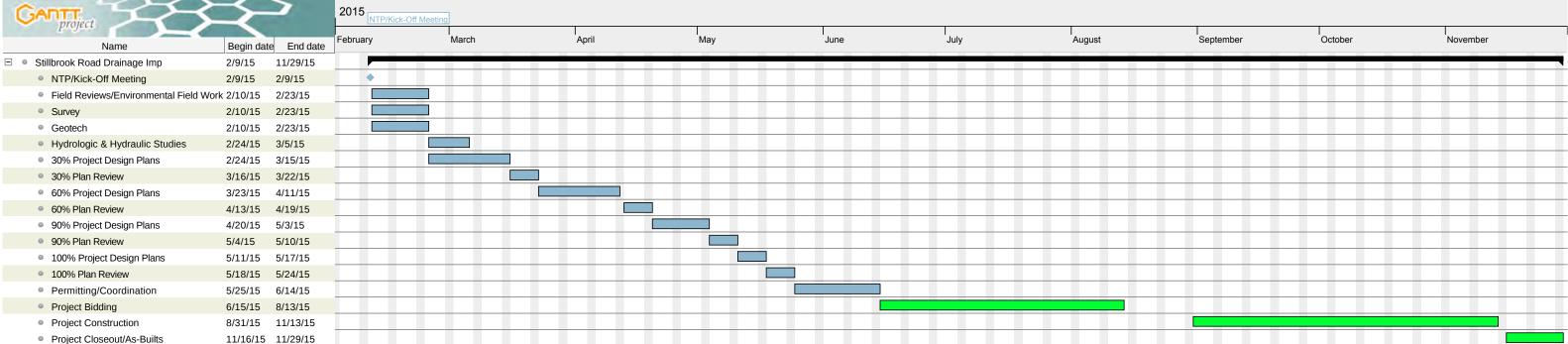
Sincerely,

Mike Warnke, P.E. Project Manager

Volkert, Inc.

Jan 28, 2015





# PD 14-15.018 - Escambia County - Stillbrook Rd. Drainage Improvements Project Preliminary Schedule

Jan 28, 2015 Tasks

Name	Begin date	End date
Stillbrook Road Drainage Imp	2/9/15	11/29/15
NTP/Kick-Off Meeting	2/9/15	2/9/15
Field Reviews/Environmental Field Work	2/10/15	2/23/15
Survey	2/10/15	2/23/15
Geotech	2/10/15	2/23/15
Hydrologic & Hydraulic Studies	2/24/15	3/5/15
30% Project Design Plans	2/24/15	3/15/15
30% Plan Review	3/16/15	3/22/15
60% Project Design Plans	3/23/15	4/11/15
60% Plan Review	4/13/15	4/19/15
90% Project Design Plans	4/20/15	5/3/15
90% Plan Review	5/4/15	5/10/15
100% Project Design Plans	5/11/15	5/17/15
100% Plan Review	5/18/15	5/24/15
Permitting/Coordination	5/25/15	6/14/15
Project Bidding	6/15/15	8/13/15
Project Construction	8/31/15	11/13/15
Project Closeout/As-Builts	11/16/15	11/29/15

# Exhibit "C" Escambia County, FL

Project No.	PD 14-15.018				
County	Escambia				
Description	Stillbrook Road Drainage Im	provements			
Scope of Work	Per Volkert Submitted SOW	/ dated 2/3/15			
		200000000000000000000000000000000000000			
Consultant	Volkert, Inc.				
GRAND TOTAL OF FEE PROPOSAL  BASE SERVICES					
Environmental Services		\$2,500			
Engineering Design Services		\$49,706			
	SUB-TOTAL BASE FEE	\$52,206			
Optional "As-needed" Services					
Public Involvement(\$1500), Permit Fees(\$2500)					
and Limited Construction Engineering					
Services(\$3000)		\$7,000			
	GRAND TOTAL FEE	\$59,206			

### **LABOR RATES**

Classification	<b>Hourly Rate</b>
Project Manager	\$175.00
Engineer	\$130.00
Environmental Manager	\$175.00
Environmental Professional II	\$130.00
Engineering Technician/CADD	\$95.00
Clerical	\$70.00

<sup>\*\*</sup>Certification of Out-of-Pocket Expenses:

If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

# Exhibit "C" Escambia County, FL

Project No.	PD 14-15.0	)18			
County	Escambia				
Description	Stillbrook F	Road	Drainage	Impr	ovements
μ					
Scope of Work	Per Volker	Sub	mitted S0	JW da	ated 2/3/15
ocopo or morn				J *	2100 2707 10
Consultant	Volkert, Inc	<b>)</b> .			
Fee Proposal (Engin	eering De	esig	n Base	Serv	vices)
DEDOCAME! COOT					
PERSONNEL COST	Houre v. I	امريدا	v Doto		
Droingt Manager (100/ of Eng.)	Hours x 1		175.00	\$	2.022.50
Project Manager (10% of Eng.)	167.0	_	130.00	\$	2,922.50
Engineer Engineering Technician/CADD	157.00		95.00	\$	21,710.00 14,915.00
Clerical	40.00		70.00	\$	2,800.00
Ciericai	40.00	Ψ	70.00	\$	42,347.50
				Ψ	42,047.00
				\$	-
		Sub	-Total	\$	42,347.50
					,
SUB-CONSULTANTS (attach man-day & fee FROI	M each sub	-con	sultant;	show	total fee for each here)
NOVA Geotechnical				\$	2,750.00
Fabre Engineering & Surveying				\$	4,258.25
Subconsultant Administration Expense (5%)	\$	350.41			
	\$	7,358.66			
			===	•	40 500 40
		TOT	AL FEE	\$	49,706.16

<sup>\*\*</sup>See Grand Total Fee sheet

## Exhibit "C" Escambia County, FL

Project Number PD 14-15.018

County Escambia

Description Stillbrook Road Drainage Improvements
Scope of work Per Volkert Submitted SOW dated 2/3/15

Consultant Volkert, Inc.

ENGINEEDING DEGICAL	ESTIMATED HOURS			
ENGINEERING DESIGN	ENGINEER	TECHNICIAN		
TASK	HOURS	HOURS		
BASE SERVICES				
Coordination with County Staff, USACE, NWFWMD, & FEMA	10.00	0.00		
Field reviews of existing site conditions	4.00	4.00		
Develop detailed hydrologic & hydraulic studies of the Stillbrook Rd culvert using existing Scenic Hills Drainage Basin Master Plan and County Supplied Information	16.00	4.00		
Surveying/Geotechnical Submittal	2.0	0.00		
Develop 60% Plans	38.00	76.00		
60% Plan Set Review with County Staff	2.00	0.00		
Develop 90% Plans	20.00	40.00		
90% Plan Set Review with County Staff	2.00	0.00		
Develop 100% Plans & Specifications	8.00	10.00		
100% Plan Set Review with County Staff	2.00	0.00		
Develop & submit monthly status reports to Escambia County Project Manager	16.00	0.00		
Utility Coordination including plans-in hand walk through at phase submittals	12.00	4.00		
Cost estimates via Escambia County Pricing Agreement	9.00	3.00		
Bidding services for the project including providing bid documents, attending pre-bid meeting, response to RFI's, providing bid recommendation, and attend pre-constrcution meeting	18.00	8.00		
Prepare As-Built Certifications based on contractor redlines. Coordniate final project data with Escambia County GIS Manager	8.00	8.00		
SUB-TOTAL BASE SERVICES	167.00	157.00		

#### Exhibit "C"



136 Industrial Boulevard Pensacola, Florida 32505 850.607.7782 / Fax – 850.249.6683 www.usanova.com

January 20, 2015

Mr. Mike Warnke, P.E. **Volkert, Inc.** 651 East Burgess Road, Suite 52 Pensacola, Florida 32504

Subject: Proposal to Perform a Subsurface Exploration and Geotechnical Engineering Services

**Stillbrook Road Drainage Improvements** 

Pensacola, Escambia County, Florida NOVA Proposal Number 1615011-G

Dear Mr. Warnke,

**NOVA Engineering and Environmental, LLC (NOVA)** appreciates the opportunity to submit this proposal to provide a subsurface exploration and geotechnical engineering evaluation for the subject project. This proposal contains our understanding of the project, our approach to the exploration, and our fee estimate and schedule.

#### SITE AND PROJECT INFORMATION

Our understanding of the proposed development is based on:

- Review of emailed project information provided by the client; and
- Our recent experience providing geotechnical services for similar projects in this locale.

We understand that the April 29-30 flood event compromised a section of Stillbrook Road at Quiet Creek in Pensacola – Escambia County, Florida. The existing pipe crossing was damaged, and a new drainage conveyance system that could include a like-kind replacement of the current pipes or a new box culvert structure is planned at this location. We have assumed that finished grade elevations along the roadway alignment of concern will closely match existing grades.

#### PROJECT SCOPE

The following task is to be completed for this project; NOVA will perform work only for the tasks that apply to our area of expertise. We acknowledge that a draft version of the final report will be submitted to the client for review and commenting prior to finalizing the report.

### Final Report and Recommendations - \$2,750

NOVA will mobilize a drill rig (with a technician to perform MOT services) to the site to perform two (2), 15-foot deep Standard Penetration Test (SPT) borings along opposite shoulders of Stillbrook Road and one (1) pavement core with subsequent 5-foot deep auger boring in the roadway alignment at the culvert crossing location to evaluate the subsurface conditions present. A Summary Report of Findings will then be rendered detailing the results of the borings, and providing conclusions and recommendations for repairing the pavement section and underlying pipe crossing structure, if deemed necessary. This report will be provided within two (2) weeks of receiving a formal NTP.

#### SCHEDULE AND AUTHORIZATION

Based upon our current schedule, we can begin work on the project immediately after receiving written authorization to proceed. Our field team can likely mobilize to the site within a few days of the utility locates being completed. We anticipate that fieldwork will take approximately 1 day to complete. If the report is needed sooner, NOVA will make every reasonable effort to accommodate your schedule.

To formalize the agreement between us, please execute a copy of the attached Professional Services Agreement and return it to us. The attached NOVA General Terms and Conditions will govern the work described in this proposal. Please note that the final report cannot be issued without formal, written authorization.

Again, we thank you for the opportunity to submit this proposal and look forward to working with you on this project. In the meantime, please contact us if you have any questions or if we may be of further service.

Sincerely,

NOVA ENGINEERING & ENVIRONMENTAL, LLC

Elizabeth Graham

Staff Engineer

William L. Lawrence, P.E.

Branch Manager

Attachments: NOVA's Commitment to Quality

Professional Services Agreement

Schedule of Fees – Geotechnical Services NOVA's General Terms & Conditions



### NOVA'S COMMITMENT TO QUALITY

Your <u>local</u> **NOVA** TEAM members are industry leaders and set the standard for qualified and certified personnel. Our Principals, Professional Engineers, Environmental Scientists, Project Managers, Engineer Interns, Special Inspectors, Threshold Inspector Representatives, Engineering Aides and Engineering Technicians are multi-certified by the following entities and/or agencies.

- Florida Department of Business and Professional Regulation
- ♣ International Code Council (FKA International Conference of Building Officials)
- ♣ National Institute for Certification in Engineering Technologies
- Florida Department of Transportation Construction Training Qualification Program
- ♣ American Welding Society & American Society for Nondestructive Testing
- Campbell Pacific Nuclear Corporation International
- **★** National Concrete Masonry Association
- **♣** American Concrete Institute
- Precast Concrete Institute
- **♣** Post-Tensioning Institute

In addition to our <u>local</u> staff's impressive qualifications and certifications, **NOVA's** Laboratory facilities meet the requirements of ASTM's C1077, D3666 and E329. Our laboratories are assessed by **AMRL**, **CCRL**, accredited by **AASHTO** (**R18**), **FDOT** Prequalified and **USACE** Validated. Evidence of our current **AASHTO** Scope of Accreditation is shown below.

#### Quality Systems - accredited since 9/6/2007

R18, C1077 (Aggregate), C1077 (Concrete), D3666 (Aggregate), D3666 (Hot Mix Asphalt), D3740 (Soil), E329 (Aggregate), E329 (Hot Mix Asphalt), E329 (Soil)

#### Hot Mix Asphalt - accredited since 9/6/2007

T30, T166, T209, T269, T275, T308, D2041, D2726, D2950, D3203, D5444, D6307

#### Soil - accredited since 9/6/2007

FM5-515, R58, T88, T89, T90, T99, T100, T146, T180, T191, T193, T215, T216, T217, T265, T267, T310, T311, D421, D422, D698, D1140, D1556, D1557, D1883, D2216, D2434, D2435, D2487, D2488, D2974, D4318, D4944, D6938

### Aggregate - accredited since 9/6/2007

T2, T11, T19, T21, T27, T37, T84, T85, T96, T112, T248, T255, T335, C29, C40, C117, C127, C128, C131, C136, C142, C535, C566, C702, D75, D546, D4791, D5821

### Sprayed Fire-Resistive Material - accredited since 11/21/2011

E605, E736

#### **Portland Cement Concrete** - accredited since 9/7/2007

M201, R60, T22, T23, T24, T97, T119, T121, T152, T196, T231, T309, C31, C39, C42, C78, C138, C143, C172, C173, C231, C511, C617 (7000 psi and below), C1064, C1231 (7000 psi and below)

#### Masonry - accredited since 9/7/2007

M201 / C511 (Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes)

C780 (Annex 6) (Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry)

C1019 (Sampling and Testing Grout)







### **Professional Services Agreement**

Date: January 20, 2015	Proposal Number: 1615011-G
PROJECT NAME AND ADDRESS:	CLIENT NAME AND ADDRESS:
STILLBROOK ROAD DRAINAGE IMPROVEMENTS Pensacola - Escambia County, Florida	VOLKERT, INC.  651 East Burgess Road, Suite 52 Pensacola, Florida 32504 Attn: Mr. Mike Warnke, P.E. Email: mike.warnke@volkert.com Phone: (850) 477.7485
	Fax: (850) 477.7517
Consulting Services (reference Scope of W	ork included herein)
Final Report & Recommendations  Note: The costs for additional/supplementations invoiced on a time and materials basis in actions	al, requested and/or authorized services will be

All work provided by NOVA will be governed by the attached General Terms and Conditions. NOVA will invoice monthly and our payment terms are net 30 days. This proposal is valid for 90 days.

If this proposal is acceptable, please sign and return this professional service agreement and attached proposal to <a href="wdata">wdata</a> was every expressional service agreement and attached proposal to <a href="wdata">wdata</a> was every expressional service agreement and attached proposal to <a href="wdata">wdata</a> was every expressional service agreement and attached proposal to <a href="wdata">wdata</a> was every expressional service agreement and attached proposal to <a href="wdata">wdata</a> was every expressional service agreement and attached proposal to <a href="wdata">wdata</a> was every expressional service agreement and attached proposal to <a href="wdata">wdata</a> was every expressional service agreement and attached proposal to <a href="wdata">wdata</a> was every expressional service agreement and attached proposal to <a href="wdata">wdata</a> was every expressional service agreement and attached proposal to <a href="wdata">wdata</a> was every expressional service agreement and attached proposal to <a href="wdata">wdata</a> was every expressional service agreement and attached proposal to <a href="wdata">wdata</a> was every expressional service agreement and attached proposal service agreement agreement a

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Name
Title	Address
Date	Federal Tax ID

#### Exhibit "C"

### SCHEDULE OF FEES - GEOTECHNICAL SERVICES

**ENGINEERING SERVICES** For engineering & QC services including site visits, engineering analysis, project management, project meetings, report preparation, consultations etc.

Senior Geotechnical Aide	per hour	\$ 70.00
Staff Engineer	per hour	\$ 85.00
Project Engineer, P.E.	per hour	\$ 95.00
Senior Engineer, P.E.	per hour	\$ 120.00
Chief Engineer, P.E.	per hour	\$ 145.00
Principal Materials Consultant	per hour	\$ 150.00

### **DRILLING SERVICES**

Drilling services including costs for mobilization and fieldwork will be quoted upon request.

Mobilization	lump sum	\$ 500.00
Soil Test borings (n<50 bpf)	per foot	\$ 12.00
Borings deeper than 50 feet will have a \$1.00 per foot s	surcharge	
Casing (where required) less than 50 feet	per foot	\$ 7.00
Undisturbed Sampling	each	\$ 150.00
Extra Split-spoon samples	each	\$ 35.00
Difficult Moving or Standby	per hour	\$ 155.00
Clearing: light clearing performed by drill crew	per hour	\$ 155.00

**LABORATORY:** For laboratory testing of selected soil samples.

Atterberg Limits Testing	per test	\$ 65.00
Natural Moisture Content	per test	\$ 15.00
Standard Proctor	per test	\$ 130.00
Modified Proctor	per test	\$ 145.00
Limerock Bearing Ratio (LBR) Test	per test	\$ 425.00
Grain Size Analysis	per test	\$ 75.00
Percent Fine than No. 200 sieve	per test	\$ 55.00
Consolidation Testing	per test	\$ 425.00
Triaxial Shear Testing 3 point CU	per test	\$ 950.00

#### **OTHER** For other job-related expenses.

Clerical/Drafting	per hour	\$	50.00
Vehicle Trip Charge	per mile	\$	0.55
Misc. Direct Expenses/Supplies		Cost p	lus 20%

### **Notes:**

- 1. Overtime rates (1.5 times the regular rate) will be applied to hours worked outside normal 7:00 am to 5:00 pm business hours, Saturday, Sunday, and holidays.
- 2. Personnel time expended will be invoiced in ½ hour increments.





ENGINEERS ♦ PLANNERS ♦ SURVEYORS

January 27, 2015 150004-00-SOP *Revised* 

### VIA EMAIL: <mike.warnke@volkert.com>

Mr. Mike Warnke, P.E. Project Manager Volkert, Inc. 651 East Burgess Road Pensacola, FL 32504

RE: Stillbrook Road Drainage Improvements

Dear Mr. Warnke:

This letter is in response to your request for a billable breakdown per my survey proposal letter dated January 27, 2015. The scope of services will be to develop a topographic survey of Stillbrook Road from Hollowbrook Drive to Pickwood Drive. Field survey breakdown will be as follows:

Topographic Survey		The second second		
Crew	12 hours	\$120.00		\$1,440.00
CAD	5.5 hours	\$62.50		\$343.75
Survey Tech	3.0 hours	\$62.50		\$187.50
P.S.M.	7.0 hours	\$97.00		\$679.00
			TOTAL:	\$2,650.25
Wetland Flag Location				
Crew	2.0 hours	\$120.00		\$240.00
CAD	2.0 hours	\$62.50		\$125.00
Survey Tech	1.0 hours	\$62.50		\$62.50
P.S.M.	2.0 hours	\$97.00		\$194.00
			TOTAL:	\$621.50
Quiet Creek Channel				
Crew	4.0 hours	\$120.00		\$480.00
CAD	4.0 hours	\$62.50		\$250.00
Survey Tech	1.0 hours	\$62.50	and the state of the	\$62.50
P.S.M.	2.0 hours	\$97.00		\$194.00
			TOTAL:	\$986.50

The total price for this work will be \$4,258.25

Sincerely,

**FABRE ENGINEERING & SURVEYING** 

Joseph E. Barrett, P.S.M. Survey Manager

JEB/amc



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7614 County Administrator's Report 15. 5.

BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 02/19/2015

Issue: Choctaw Outfall Drainage Improvements PD 14-15.021

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning Choctaw Outfall Drainage Improvements - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.021, for Choctaw Outfall Drainage Improvements, to Brown Construction of Northwest Florida, Inc., in the amount of \$97,958.90.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #11EN1071]

### BACKGROUND:

The Invitation to Bid PD 14-15.021 was advertised in the Pensacola News Journal on December 29, 2014, and January 5, 2015. Eighteen firms were notified on December 29, 2014. Eleven firms picked up the plans and specifications for the bid from the Office of Purchasing. A total of six bids were received on January 27, 2015. Brown Construction of Northwest Florida, Inc., is the low bidder.

### **BUDGETARY IMPACT:**

Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project #11EN1071

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney's Standard Form of Contract will be used.

### **PERSONNEL:**

### POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinance, Chapter 46, Article II, Purchases and Contracts. The Invitation to Bid PD14-15.021 was advertised in the Pensacola News Journal on December 29, 2014 and January 5, 2015. Eighteen firms were notified on December 29, 2014. Eleven firms picked up the plans and specifications for the bid from the Office of Purchasing. A total of six bids were received on January 27, 2015. Brown Construction of Northwest Florida, Inc., is the low bidder.

### IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order and distribute the contract.

	Attachments	
Bid Tab		

### PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRI BID#PI		Choctaw Outfa 21	ll Drainage 1	mprovements						
Bid Opening Time: 3:00 pm CST Bid Opening Date: 01/27/2015 Bid Opening Location: Rm 11.407	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of	Acknowledgement of Addenda	Sworn StatementPursuant to Section 287.133(3)(a), FL	Grand Total		
NAME OF BIDDER			foreign state	Corporation		Corporation ID	Florida		I .	Statutues on Entity Crimes	
B & W Utilities, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	\$196,690,00		
Brown Construction of Northwest Florida, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	\$97,958.90		
J. Miller Construction, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	\$160,950.00		
Pensacola Concrete Construction Co., Inc.	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	\$141,175,00		
Roads, Inc. of NWF	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	\$126,230.00		
Site and Utility, LLC	Yes	Yes	N/A	Yes	Yes	Yes	N/A	Yes	\$98.424.25		
BIDS OPENED BY:	Joe F. Pilli	tary, Jr., Pt	rchasing Coordin	ator	DATE: 01	/27/2015		****			
BIDS TABULATED BY:	Angie Hol	brook, Pur	chasing Associate		DATE: 01	/27/2015					
BIDS WITNESSED BY:	Angie Hol	brook, Pur	chasing Associate		DATE: 01	/27/2015					

CAR DATE 02/19/2015 BOCC DATE 02/19/2015

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Brown Construction of Northwest Florida, Inc. in the amount of \$97,958.90.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes:





# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7658 County Administrator's Report 15. 6. BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 02/19/2015

Issue: Contract Award for Local Agency Program Agreement Project CEI

(Construciton Engineering Inspections) for Myrtle Grove Sidewalk &

**Drainage Improvements** 

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning the Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for Myrtle Grove Sidewalk and Drainage Improvements - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Metric Engineering, Inc., per the terms and conditions of PD 13-14.039, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for Myrtle Grove Sidewalk and Drainage Improvements, for a lump sum of \$116,141.15.

[Funding: Fund 352, LOST III, Cost Center 210517, Object Code 56301, Project Number 13EN2432 - \$78,093.53;

Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 08EN0211 - \$38.047.62]

### **BACKGROUND:**

This is a Design/Build project that will involve drainage improvements and sidewalks along 61st Avenue (between Jackson and Fairfield), 65th Avenue (between Jackson and Flaxman), and Flaxman Street (between 61st and 65th).

This project is being funded in part by FHWA (sidewalks) and LOST (drainage).

This area has a history of flooding which causes hazards for pedestrian traffic, especially during school hours. The right-of-way holds water during rain events and there is an ECUA Lift Station that has flooded several times due to the water in the right-of-way. This project will also include adding a holding pond on the south side of the School Board property.

Request for Letters of Interest, PD 13-14.039, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for Myrtle Grove Sidewalk and Drainage Improvements, were publicly noticed on Thursday, May 15, 2014, to 147 known firms. Responses were received from 3 firms on Thursday, May 29, 2014.

### **BUDGETARY IMPACT:**

Funding: Fund 352 LOST III, Cost Center 210517, Object Code 56301, Project Number 13EN2432 - \$78,093.53

and Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project Number 08EN0211 - \$38,047.62

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

### **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 and Florida Statute 287.055, Competitive Consultants Negotiation Act.Requests for Letters of Interest PD13-14.039, Local Agency Program agreement Project, CEI (Construction Engineering Inspections) for Myrtle Grove Sidewalk and Drainage Improvements, was publicly noticed on Thursday, May 15, 2014 to 147 known firms. Three responses were received on Thursday, May 29, 2014. Metric Engineering, Inc. was ranked #1 in the selection process by the Review Committee.

### 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 Attachments

### STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

**FOR** 

### AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Metric Engineering, Inc.

Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for Myrtle Grove Sidewalk and Drainage Improvements

Solicitation Identification No. 13-14.039 Financial Management No. 433768-1-68-01 Federal-Aid Project No. SRTS-311-A

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised July 11, 2013)

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#### AGREEMENT

THIS AGREEMENT is made and entered into this 25th day of September, 2014, 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 Metric Engineering, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 1265 Church Avenue, Chipley, Florida 32428, and whose Federal tax identification number is 59-16885550 (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 <u>BOARD OF COUNTY COMMISSIONERS:</u> The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.
- 1.2 <u>CONSULTANT:</u> Metric Engineering, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.
- 1.3 <u>CONTRACT ADMINISTRATOR:</u> Whenever the term "Contract Administrator" is used herein, it is intended to mean Liz Bush, Senior Engineering Project Coordinator, Public

Works/Engineering. 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 <u>CONTRACT SERVICES:</u> The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.
- 1.5 <u>COUNTY:</u> Escambia County is a body corporate and politic and a political subdivision of the State of Florida.
- 1.6 <u>LUMP SUM COMPENSATION</u>: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.
- 1.7 <u>NOTICE TO PROCEED:</u> A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.
- 1.8 <u>PROJECT:</u> It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 13-14.039, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for Myrtle Grove Sidewalk and Drainage Improvements.

### 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) 13-14 in the amount of One Hundred Sixteen Thousand One Hundred Forty One Dollars and Fifteen Cents (\$116,141.15) 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 13-14.039, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for Myrtle Grove Sidewalk and Drainage Improvements, and as represented in the Consultant's Letter of Interest response to PD 13-14.039, 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 \$896,575.
- 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 <u>COMPENSATION:</u> 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 Sixteen Thousand One Hundred Forty One Dollars and Fifteen Cents (\$116,141.15). Final payment will be subject to approval by the Board of County Commissioners.
- 5.2 <u>FEE SCHEDULE:</u> 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 <u>DIRECT EXPENSES</u>: 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 <u>METHOD OF BILLING AND PAYMENT:</u>

(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:

Metric Engineering, Inc. 1265 Church Avenue Chipley, Florida 32428

(d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

Liz Bush Senior Engineering Project Coordinator Public Works/Engineering 3363 West Park Place Pensacola, FL 32501

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 <u>TERMINATION</u>:

- (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. 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).

- 9.4 <u>NO CONTINGENT FEES</u>: 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 <u>SUBCONTRACTORS</u>: 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 <u>ASSIGNMENT</u>: 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 <u>INSURANCE</u>: 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 Claudia Simmons, 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 <u>HEADINGS</u>: 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 <u>GRATUITIES</u>: 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 <u>CONFLICT OF INTEREST</u>: 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 <u>SURVIVAL</u>: 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 <u>GOVERNING LAW</u>: 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 <u>INTERPRETATION</u>: 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 <u>SEVERABILITY</u>: 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 <u>COMPLIANCE WITH LAWS</u>: 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 <u>PARTICIPATION IN OTHER PROCEEDINGS</u>: 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 <u>FURTHER DOCUMENTS</u>: 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 <u>NO WAIVER</u>: 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 Metric Engineering, Inc., signing by and through its Darrel Burnett, P.E., 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:
Witn	ness	Date:
Witn	iess	BCC Approved: September 25, 2014
		CONSULTANT: Metric Engineering, Inc., a Florida Corporation authorized to do business in the State of Florida.
ATTEST:	Corporate Secretary	By: Darrel Burnett, P.E., Vice President
Ву:		Date:
Seci	retary	

### MYRTLE GROVE SIDEWALK AND DRAINAGE IMPROVEMENTS FINANCIAL MANAGEMENT NO. 433768-1-68-01 FEDERAL-AID PROJECT NO. SRTS-311-A

### **CEI SCOPE OF SERVICES**

### **PROJECT DESCRIPTION**

This is a design/build project intended to provide safe and adequate walkways for pedestrian traffic through the proposed various streets in the Myrtle Grove area of West Pensacola. The streets included are 61<sup>st</sup> Street between Jackson Street and Fairfield Drive, 65<sup>th</sup> Street between Jackson Street and Lillian Highway and Flaxman Street between 61<sup>st</sup> Street and 65<sup>th</sup> Street. In addition there is a proposed pond site to be constructed for drainage improvements along 61<sup>st</sup> Street and 65<sup>th</sup> Street between Jackson Street and Lillian Highway. All design features and construction activities must comply with the current Escambia County Technical Specification and the Florida Department of Transportation (FDOT) design and construction standard and specification and American Disabilities Act (ADA) requirements.

### **SCOPE OF WORK**

Metric Engineering, Inc.(Metric) will provide the CEI Services for this project. They shall include providing project management services and construction engineering and inspection services from design phase submittals through final acceptance and close-out of this project.

### **Project Management**

Metric will provide plan reviews at each phase submittal. We will review for phase completeness and provide comments for review by the Engineer of Record(EOR) and Escambia County (County) personnel. We will verify that the project is being designed as per the prior referenced manuals as well as the FDOT Pedestrian Planning and Design Handbook, the FDOT Trail Intersection Design Handbook, and the AASHTO Guide for Bicycle Facilities. In addition Metric will ensure compliance with Federal Highway Administration (FHWA) and FDOT requirements for Local Agency Project (LAP) Agreements.

Metric will coordinate and conduct all required pre-construction meetings, including utility coordination meeting, erosion control meeting, and a Pre-construction Conference. These meetings will be utilized to coordinate work efforts, resolve any known conflicts, and address the contractor's schedule. Minutes from the meeting will be filed in the project as permanent records.

In addition, weekly meetings will be scheduled in order to update work schedules, resolve issues that arise in the field, and provide coordination with all affected utility owners. Metric will consistently pursue resolution to all utility conflict issues. Weekly meeting minutes will also be distributed to all attendees as well as FDOT and County Project Managers and FDOT LAP Coordinator.

Metric will review all shop drawings required for this project and coordinate their acceptance through the EOR. We will review the Contractor's Quality Control Plan for completeness and compliance with the contract documents.

Metric will prepare an estimate of the Contractor's work progress each month. It will include accurate pay quantities for work completed and dollar value of work. This estimate will be compared and verified against the Contractor's submittal prior to recommendation to the County for approval. All monthly estimates will be filed in the project permanent records.

In the event Supplemental Agreements or Construction changes are needed to the original contract, Metric will coordinate with the Project Coordinator to review the need and costs of the proposed changes. Metric will verify all quantity changes, any new pay items that will be required, and the proposed cost of the individual items. Metric will also supply any needed information concerning claims submitted by the Contractor. We will review and research all information submitted and provide the County with our recommendations.

Metric will scan into LAPIT all required project correspondence, reports, test data, and any time extension letters due to weather delays or holidays on a weekly basis. Items that Metric will be responsible to scan into LAPIT are: Contractor Construction Schedule, Pre-Construction Meeting Minutes, Contractor Notice To Proceed, Change Orders or Time Extensions, Progress Meeting Minutes, Daily Report of Construction, Material Testing Reports, As-Built Plans, Materials Certification Letter, LAP Final Inspection and Acceptance Form, LAP Record of Final Plans and Documentation, and Liquidated Damages Related Items.

Tracking of contract time will be included on pay item quantities report that we will generate on a weekly basis. This weekly report will used to track money and time completed and used as a cross check on the monthly invoice that is submitted by the Contractor.

Metric will continually update the EOR to coordinate information being released to the public by County Public Information Office (PIO). We will coordinate the distribution of flyers and handouts to residents and businesses along the project to keep them aware of project activities and schedules. Metric will meet with any concerned citizen to discuss issues that may arise and will work diligently with the Contractor to resolve the issues.

Metric will provide any information necessary to Escambia County, FDOT, or FHWA during records review or project audit. We will maintain all project records for five years in order to meet any post construction records requests.

### **Project Inspection**

Metric employs very experience and highly qualified field inspectors. They are extremely experienced in this type of construction and will provide the expertise necessary to construct this project in the manner expected by the County.

Metric will assign personnel to this project that are certified and qualified in any needed discipline. Areas of certified personnel that Metric can assign to this project include: Asphalt Roadway Paving Inspector, Asphalt Plant Inspector, Class 1 Concrete Technician, Soils and Aggregate Technician, Earthwork Technician, Nuclear Gauge Proficiency, and SWPPP Certified. Metric inspector personnel will provide all Quality Assurance Testing for Acceptance of all permanent materials incorporated. We ensure that all samples and testing is completed for items of work that are pertinent to this project.

Metric personnel will closely monitor and document all project activities, including all required sampling and testing of material incorporated into the project, daily reporting of contractor's work effort, all accepted quantities of pay items completed and any conditions that might cause a delay in construction, such as weather or utility conflicts. The Daily Report of Construction (DRC) will be scanned into LAPIT on a monthly basis. The DRC will utilized to verify monthly pay quantities. The DRC will also be used to document all project activities of the Contractor and all Sub-Contractors. We will work closely with and document all utility relocations and/or issues that are encountered during construction activities. If any of the utility work is reimbursable, Metric will monitor and track this work on a daily basis.

### Exhibit "B"

### Metric Engineering, Inc. CEI Staffing Chart

STAFF HOUR EXAMPLE PER PROJECT																								
		110115						201						_						2015				
PROJECT	EMPLOYEE POSITION	HOURS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug Se	o Oct	Nov Dec
MYRTLE GROVE SIDEWALK & DRAIN																								
IMPROVEMENTS	Expected Project Duration	0.00																						
Escambia County	Senior Project Engineer	0.00									0.40	0.40	0.40	0.40	0.40	0.40	0.00						+	
Metric Engineering, Inc. DISTRICT 3	Project Administrator (Plans Review)  Contract Support Specialist	103.95 0.00									0.10	0.10	0.10	0.10	0.10	0.10	0.03					+	_	
Limiting Amount	Resident Compliance Specialist	115.50									0.10	0.10	0.10	0.10	0.10	0.40	0.10							
FPN: 433768-1-68-01	Senior Inspector	907.50									0.10	0.10	1.00	1.00			0.10					-	++	-
FFN: 433700-1-00-01	Inspector	288.75									0.50	0.35	0.35	0.35								<del></del>		
	Asphalt Plant Inspector	0.00										0.33	0.33	0.33	0.33	0.33							+	_
	Aspiral Francisspector	0.00																					-	
	Total	1415.70																						
MYRTLE GROVE SIDEWALK & DRAIN	AGE																						_	
IMPROVEMENTS	Expected Project Duration																							
Escambia County	Expedited 1 Toject Bullution	0.00																						_
AE Engineering, Inc. (DBE)		0.00																					-	
DISTRICT 3		0.00																						
Limiting Amount	Inspector	297.00										0.40	0.40	0.40	0.30	0.30								
FPN: 433768-1-68-01	Total	297.00										0.40	0.40	0.40	0.00	0.00								
	Expected Project Duration																							
PROJECT NAME																							$\bot$	
Escambia County																								
DISTRICT 3																							+	
Limiting Amount	Public Information Officer	0.00							-		-											<del></del>	+-+	
FPN:	i ubile illioittiation officei	0.00																					-	_
	Total	0.00																						
	Senior Project Engineers	0.00			0.00						0.00	0.00	0.00	0.00			0.00					0.00 0.0		0.00 0.
	Project Administrators	103.95			0.00					0.00		0.10		0.10			0.03					0.00 0.0		0.00 0.
	Contract Support Specialists	0.00	0.00		0.00	0.00				0.00		0.00	0.00	0.00								0.00 0.0		0.00 0.
	Materials Specialist	0.00	0.00		0.00	0.00					0.00	0.00	0.00	0.00			0.00					0.00 0.0		0.00 0.
	Resident Compliance Specialist Construction Specialist	115.50 0.00	0.00		0.00	0.00				0.00	0.10	0.10	0.10	0.10			0.10					0.00 0.0		0.00 0.
	Senior Inspectors	907.50			0.00	0.00				0.00		0.50	1.00	1.00			0.50					0.00 0.0		0.00 0.
		585.75			0.00	0.00				0.00		0.50	0.75	0.75			0.00					0.00 0.0		0.00 0.
	Inspectors Public Information Officer	0.00			0.00				0.00		0.00	0.00	0.75	0.75		0.65	0.00	0.00			0.00	0.00 0.0	0.00	0.00 0.
	i ubile illioilliation officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 0.0	0.00	0.00 0.
	Total Sr. Inspectors/Inspectors/QC Sr. Inspectors/Aid	des	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50	1.25	1.75	1.75	1.65	1.65	0.50	0.00	0.00	0.00	0.00	0.00 0.0	00.00	0.00 0.
	. otal on mapostato/mapostato/ac on mapostato/an		0.00	3.00	0.00	5.55	5.00	5.00	5.55	5.00	3.00	20	0	7.70	1.55	1.00	3.00	3.00	3.00	3.00	3.00	0.00		
	Total Manloading (Total from Summa	ary) 1712.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.70	1.45	1.95	1.95	1.85	1.85	0.63	0.00	0.00	0.00	0.00	0.00 0.0	0.00	0.00 0.
2/3/2015	V .					- 1		•	•		•	•	•				•		•					•
	Total Manloading (Total from Job Det	ail)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.70	1.45	1.95	1.95	1.85	1.85	0.63	0.00	0.00	0.00	0.00	0.00 0.0	JO 0.00	0.00 0.0

### Exhibit "C"



## **FEE SUMMARY**





CONTRACT DETAIL	NSULTANT TOTALS	CONTRACT TOTAL	
Metric Engineering, Inc.			
Labor(Unloaded)		\$ 35,584.68	
Overhead %	119.98%	\$ 42,694.50	
Operating Margin %	28.00%	\$ 9,963.71	
FCCM %	0.083%	\$ 29.54	
Loaded			
Premium O/T		\$ 711.05	
Expense %	28.02%	\$ 9,970.83	
Other Expense			
CONSULTANT COST:		\$ 98,954.31	
SUBCONSULTANTS			
Basic Services - L.A. : AE Engineering, Inc.		16,786.84	
eotechnical Services - L.A.: NOVA Engineering and Environmental		400.00	

116,141.15

### **Federal Attachments**

Attachment FHWA 1 - Terms For Federal-Aid Contracts

Attachment FHWA 2 – DBE Participation Statement

Attachment FHWA 3 – Bid Opportunity List for Professional Consultant Services

### Federal Provisions to be included in Local Agency Contracts:

### TERMS FOR FEDERAL-AID CONTRACTS

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

- A. It is understood and agreed that all rights of the Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto,

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

- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
  - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  - 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Agency to enter into such litigation to protect the interests of the Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

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

- L It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Agency in compliance with 2 CFR, Part 180, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- N. The Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

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

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

### O. The Consultant hereby certifies that it has not:

- employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
- 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
- 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

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

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DBE PARTICIPATION STATEMENT

Note: The Consultant is required to complete the following information and submit this form with the technical proposal.
Project Description: Myrtle Grove Sidewalk and Drainage Improvements
Consultant Name: Metric Engineering, Inc.
This consultant is not a Department of Transportation certified Disadvantaged Business Enterprise (DBE).
Expected percentage of contract fees to be subcontracted to DBE(s): 10 %
If the intention is to subcontract a portion of the contract fees to DBE(s), the proposed DBE sub-consultants are as follows:

Type of Work/Commodity
Construction Inspection

By: Mulas Control Title: Executive Vice President Date: 05/29/2014

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

Prime Contractor/Prime Consultant: Metric Engineering, Inc					
Address/Phone Number: 1265 Church Avenue Chipley, Florida / 850-638-2393					
Procurement Number/Advertisement Number: PD 13-14.039					
49 CFR Part 26.11 The list is intended to be a listing of a DOT-assisted contracts. The list must include all firms th supplies materials on DOT-assisted projects, including be include all subconsultants contacting you and expressing project. Prime contractors and consultants must provide information they have available on Numbers 5, 6, 7, and	at bid on poth DBEs an intere informatio	orime contracts, or bit and non-DBEs. For st in teaming with you n for Numbers 1, 2, 3	d or quote subcontracts and consulting companies this list must ou on a specific DOT-assisted 3 and 4, and should provide any		
<ol> <li>Federal Tax ID Number: <u>59-1685550</u></li> <li>Firm Name: <u>Metric Engineering, Inc.</u></li> <li>Phone: <u>8506382393</u></li> <li>Address: <u>1265 Church Avenue</u> <ul> <li>Chipley, Florida 32428</li> </ul> </li> </ol>	6. - - - 7.	<ul><li>□ DBE</li><li>⋈ Non-DBE</li><li>□ Subcontractor</li><li>□ Subconsultant</li></ul>	8. Annual Gross Receipts  Less than \$1 million  Between \$1 - \$5 million  Between \$5 - \$10 million  Between \$10 - \$15 million  More than \$15 million		
5. Year Firm Established: 1976	<del>-</del> -				
<ol> <li>Federal Tax ID Number: 20-4567692</li> <li>Firm Name: AE Engineering, Inc.</li> <li>Phone: 9047593748</li> <li>Address: 6440 Southpoint Parkway         Jacksonville, Florida 32218     </li> </ol>	_ 6. - - - 7.	<ul><li>☑ DBE</li><li>☑ Non-DBE</li><li>☑ Subcontractor</li></ul>	8. Annual Gross Receipts  ☐ Less than \$1 million ☐ Between \$1 - \$5 million ☐ Between \$5 - \$10 million ☐ Between \$10 - \$15 million		
5. Year Firm Established: 2006	<del>-</del> -	Subconsultant	☐ More than \$15 million		
Federal Tax ID Number: 26-0347209     Firm Name: NOVA Engineering & Environmental     Phone: 8502496682     Address: 17749 Ashley Drive, Suite B	_ 6. - -	☐ DBE ☑ Non-DBE	8. Annual Gross Receipts  Less than \$1 million  Between \$1 - \$5 million  Between \$5 - \$10 million		
Panama City Beach, Florida 32413  5. Year Firm Established:	- _ 7. -	☐ Subcontractor ☐ Subconsultant	☐ Between \$3 - \$10 million ☐ Between \$10 - \$15 million ☐ More than \$15 million		
1. Federal Tax ID Number:	_	☐ DBE ☐ Non-DBE	8. Annual Gross Receipts  Less than \$1 million  Between \$1 - \$5 million  Between \$5 - \$10 million		
5. Year Firm Established:	_ 7. - -	Subcontractor Subconsultant	☐ Between \$10 - \$15 million☐ More than \$15 million		

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

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

#### **FDOT Attachments**

- Attachment FDOT 1 Truth in Negotiation Certification
- Attachment FDOT 2 Conflict of Interest Certification
- Attachment FDOT 3 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts
- Attachment FDOT 4 Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts
- Attachment FDOT 5 Certification Regarding E-Verify System

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TRUTH IN NEGOTIATION CERTIFICATION

375-030-30 PROCUREMENT 05/44

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

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

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

Metric Engineering, Inc.
Name of Consultant

5/29/2014

#### 375-030-33 PROCUREMENT

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

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Metric Engineering,	Inc.
By: Douglas K. Cauley, P.E.	Date: 5/29/2014
Authorized Signature: Vleudes	L'auly/
Title: Executive Vice President	V

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32 PROCUREMENT

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS

(Compliance with 49CFR, Section 29.510) (Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant: Metric Engineering, Inc.	
By Veyla Clauley Authorized Signature	Date: <u>5/29/2014</u>
Title: Executive Vice President	_

#### Instructions for Certification

- 1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
- The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

#### **DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.) 1. Type of Federal Action: 2. Status of Federal Action: 3. Report Type: a. bid/offer/application a. initial filing a. contract b. material change b. initial award b. grant For Material Change Only: c. cooperative agreement c. post-award d. loan year \_\_\_\_\_ quarter \_\_\_\_ date of last report \_\_\_\_ e. loan quarantee f. loan insurance 4. Name and Address of Reporting Entity: 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Prime Subawardee Tier \_\_\_\_\_, if known: Congressional District, if known: Congressional District, if known: 6. Federal Department/Agency: 7. Federal Program Name/Description: CFDA Number, if applicable: 8. Federal Action Number, if known: 9. Award Amount, if known: 10. a. Name and Address of Lobbying Entity b. Individuals Performing Services (including address if (if individual, last name, first name, MI): different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLLA, if necessary) 11. Amount of Payment (check all that apply): 13. Type of Payment (check all that apply): a. retainer b. one-time fee 12. Form of Payment (check all that apply): C. commission d. contingent fee a. cash b. in-kind; specify: nature \_\_\_\_ e. deferred value \_ f. other; specify: 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: Not Applicable. This form does not apply. (attach Continuation Sheet(s) SF-LLLA, if necessary) Yes No 15. Continuation Sheet(s) SF-LLLA attached: 16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact Signature: upon which reliance was placed by the tier above when this transaction was made Print Name: or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for \_\_\_\_\_ Date: \_\_\_\_\_ Telephone No.: each such failure. Authorized for Local Reproduction Federal Use Only: Standard Form LLL (Rev. 7-97)

# Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTR	RACTOR:
	Engineering, Inc.
Busines	ss Name
Ву:/	Jan Posk Caules
	Signature
Name:	Douglas K. Cauley, P.E. Printed
Title:	Executive Vice President Printed
Date:	05/29/2014



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7621 County Administrator's Report 15. 7.
BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 02/19/2015

**Issue:** Contract Award, PD 02-03.79, Professional Services as Governed by

Florida Statute 287.055

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning PD 02-03.79, Professional Services as Governed by Florida Statute 287.055:

A. Award and authorize the County Administrator to sign Task Order-based Continuing Contracts to Municipal Engineering Services, Inc., a qualified Engineering Consulting firm, per PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (A&E Services) on a "Maximum Ceiling" basis fee schedule, as follows:

- Maximum Overhead 168%
- Maximum Profit 12%
- Maximum (Facility Cost of Capital Monies) FCCM 1.50%
- Maximum Multiplier 301.66% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services), on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual basis and Project basis]

#### BACKGROUND:

The legal advertisement for this "Request for Letters of Interest" RLI was originally advertised in the Pensacola News Journal on Sunday, August 24, 2003 in compliance with F.S. 287.055 Professional Services as governed by Florida Statute. Due to the ongoing open nature of this solicitation responses are accepted continually. This Contract has been approved for usage by the Gulf Coast Purchasing Cooperative.

## **BUDGETARY IMPACT:**

Funds to be budgeted for on an annual basis and Project basis.

# **LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract (Form F, Consulting Services), prepared by the County Attorney.

# **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, 1999, Chapter 46, Finance, Article II Purchases and Contracts and F.S. 287.055 "Consultants' Competitive Negotiation Act". The legal advertisement for this "Request for Letters of Interest" RLI was originally advertised in the Pensacola News Journal on Sunday, August 24, 2003. Due to the ongoing open nature of this solicitation responses are accepted continually. This Contract has been approved for usage by the Gulf Coast Purchasing Cooperative. Purchase Orders may be awarded based on Task Orders negotiated upon the completion of a selection process in accordance with the provisions of F.S. 287.055 "Consultants Competitive Negotiations Act". Any Purchase Orders resulting from this contract of \$50,000 or more will require Board approval. This award does not indicate that a Purchase Order is being issued at this time.

# IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documentation and Contract signature the Office of Purchasing shall notify the Department(s). The Office of Purchasing shall work with Department(s) in negotiation of Task Orders.

#### **Attachments**

Municipal Engineering Services, Inc. Agreement

# STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

**FOR** 

# AGREEMENT BETWEEN ESCAMBIA COUNTY

**AND** 

**Municipal Engineering Services, Inc.** 

For

Professional Service as Governed by Florida Statute 287.055 (PD 02-03.79)

FORM F: CONSULTING SERVICES FOR TASK ORDERS

(Revised July 11, 2013)

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#### **AGREEMENT**

This is an Agreement between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, its successors and assigns, with its administrative offices located at 221 Palafox Place, Pensacola, Florida 32502-1590, (hereinafter referred to as "County,") and Municipal Engineering Services, Inc., a for-profit corporation, authorized to do business in the State of Florida, its successors and assigns, whose federal identification number is 47-1219942, and whose business address is, 8574 Turkey Bluff Road, Navarre, Florida 32566, (hereinafter referred to as "Consultant").

#### WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

# ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the 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 is the governing body of Escambia County, Florida.

### 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 Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator, Escambia County Office of Purchasing. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

#### 1.4 COUNTY:

Escambia County, Florida is a body corporate and politic and a political subdivision of the State of Florida.

# 1.5 NOTICE TO PROCEED:

The Notice to Proceed is the written authorization as defined in Section 1.10 issued by the County or the Contract Administrator to commence the project.

#### 1.6 PROJECT:

The project is the task, as defined in Section 1.10, assigned to the Consultant pursuant to this Agreement.

### 1.7 PROJECT MANAGER:

The project manager shall mean the staff person within the County who is assigned by the Contract Administrator to oversee the task order work.

## 1.8 SCOPE OF SERVICES:

The intent of this Agreement is to make available certain design, engineering, surveying, and inspection services for Escambia County as requested and as outlined herein.

### 1.9 SCOPE OF WORK:

The scope of work is the specific information relating to those certain services provided to the Consultant on an individual project task order including, but not limited to: project description with boundaries, intent of project, anticipated services required, and expected deliverables.

#### 1.10 TASK ORDER:

The task order is a formal written assignment of work, based upon negotiation, which is issued to the Consultant pursuant to this Agreement.

# 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 that may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Negotiations pertaining to hourly rates for professional services to be performed by the Consultant were undertaken between the Consultant and a committee selected

by the Board of County Commissioners, and this Agreement incorporates the results of such negotiations.

- 2.2 The Board of County Commissioners has met the requirements of Section 287.055, Florida Statutes, as amended, the Consultants' Competitive Negotiation Act, and has selected Municipal Engineering Services, Inc., to perform such services hereunder.
- 2.3 Escambia County will budget funds for each task order issued under the Agreement.

# ARTICLE 3 SCOPE OF SERVICES

- 3.1 The Consultant will provide Professional Services as Governed by Florida Statute 287.055 as hereinafter described in this Article 3 for tasks outlined in Escambia County's RFP Specification No. P.D. 02-03.79. In the event of a conflict between the terms of the RFP and this Agreement, the terms of this Agreement shall prevail.
- 3.2 The basic professional services to be provided are as set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specifically excluded from any particular task order, these services shall comport with County guidelines for construction and retrofitting of projects, and local ordinances, State, and Federal laws and regulations.

# ARTICLE 4 ORDERING OF THE WORK

- 4.1 The Consultant is one of several firms selected to perform professional services on same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific task orders to the firm it deems best suited for the type of work to be accomplished. This Agreement does not guarantee any amount or type of task orders to be assigned to the Consultant.
- 4.2 The scope of work, provided by the County, will constitute the basis for negotiation of each task order. When requested by the County, the Consultant will provide a proposal to the County to perform the services requested under this scope of work. The County and the Consultant will enter negotiations to determine a fair and reasonable number of hours, by discipline, for such requested services pursuant to Section 3.2.
- 4.3 In the event a mutually agreeable number of hours is reached, the County will issue a task order which describes the services to be provided by the Consultant and the amount of compensation to be provided by the County. In the event a mutually agreeable number of hours cannot be reached, the Consultant will be requested to provide a best and final offer to the County. If this best and final offer is not acceptable

to the County, negotiations will cease with the Consultant, and the County will open negotiations for the same scope of work with another firm.

# ARTICLE 5 TIME FOR PERFORMANCE

- 5.1 As a part of its task order proposal, the Consultant shall submit to the County a schedule for completion of the scope of work. Pursuant to Article 4 above, this schedule is a negotiable item during task order negotiations.
- 5.2 Prior to beginning the performance of any basic professional services under this Agreement, the Consultant must receive a written Notice to Proceed from the County. For those task orders where a mutual agreement of a fair and reasonable price has been reached, a copy of the fully executed task order will serve as the Consultant's written approval to begin the performance of the Consultant's services. Prior to granting approval for the Consultant to proceed to a subsequent phase of a task order, the Contract Administrator may at his or her sole discretion require the Consultant to submit such documents and drawings as may be reasonably necessary for review and approval by the County.

# ARTICLE 6 COMPENSATION AND METHOD OF PAYMENT

### 6.1 COMPENSATION:

- (a) The County agrees to pay the Consultant as compensation for its services under Section 3.1 of this Agreement a fee to be computed as described below and based upon the schedule set forth in Exhibit B, attached hereto and made a part hereof. Individual task orders submitted to the Consultant will be paid through a budget line item recommended by the staff individual of user department and approved by the Board of County Commissioners. For each such task order, the consultant will be compensated by a lump sum fee as negotiated, unless otherwise mutually agreed to by the parties hereto.
- (b) The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit B, attached hereto and made a part hereof, including but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly chargeable to a task order under this Agreement. A detailed breakdown for these costs shall be kept current and readily accessible to the County.

### 6.2 <u>ANNUAL APPROPRIATION:</u>

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.

# 6.3 <u>DIRECT EXPENSES:</u>

- (a) Direct expenses directly attributable to a task order will be borne by the Consultant and will include, but not be limited to, the following:
  - 1. Transportation expenses in connection with any task order.
  - 2. Living expenses in connection with travel inside and outside of Escambia County and other related expenses.
  - 3. Long distance communications and other miscellaneous communications expenses.
  - 4. Cost of printing drawings and specifications which are required by or of the Consultant to deliver services set forth in this Agreement.
  - 5. Cost of any software or hardware used or developed for any task order.
- (b) Direct expenses to be borne by the Consultant shall not include project permit fees or compensation owed to subcontractors engaged according to Section 10.5 of this Agreement.

#### 6.4 METHOD OF BILLING AND PAYMENT:

- (a) The Consultant shall submit monthly estimates (payment requisitions) for the amount and value of the work accomplished and services performed by the Consultant which meet standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and shall be accompanied by any supporting data required by the County. Where the monthly estimate includes work done by a subcontractor, the Consultant shall attach copies of that subcontractor's invoice for such work. The Consultant agrees no markup for overhead and profit on subcontractor's invoices shall be allowed on any project task order.
- (b) For lump sum contracts, the Consultant may submit bills at the completion and approval of each phase or for partial completion of each phase on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month.
- (c) Upon approval of the estimate by the County, payment upon properly executed payment requisitions shall be made to the Consultant within forty five

(45) days.

(d) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

6.5 Payment requisitions will be sent to: Notices will be sent to:

To Be Determined Per Task Order County Administrator

Escambia County Administrator

221 Palafox Place

Pensacola, Florida 32502-1590

(850) 595-4900 (850) 595-4908

6.6 Payments and notices will be made to the Consultant at:

Ken Walker, President Municipal Engineering Services, Inc. 8574 Turkey Bluff Road Navarre, Florida, 32566

- (a) Any notice 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, payments, and invoices shall be made to each party at the 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.

# ARTICLE 7 ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

7.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the procurement policies of Escambia 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.

7.2 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. This mutual agreement will be formalized by a written change order to the task order issued by the County to the Consultant.

# ARTICLE 8 COUNTY'S RESPONSIBILITIES

- 8.1 The County shall assist the Consultant by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- 8.2 The County shall make available to the Consultant, as required for performance of the Consultant's basic services, data prepared by or services of others, including without limitation (as may be appropriate) 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 assessment and impact statements; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations.
- 8.3 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.
- 8.4 The County shall examine, within a reasonable time so as not to delay the services of the Consultant, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants, as the County deems appropriate, for such examination and the rendering of written opinions or decisions pertaining thereto.
- 8.5 The County will assist in obtaining 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 task order by the Consultant.
- 8.6 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.
- 8.7 The County will perform an evaluation of the services provided by the Consultant at the completion of work of each task order. This evaluation will consider the timeliness as well as the quality of services provided during that task order for the purpose of determining whether additional task orders will be awarded to the Consultant by the County.

# ARTICLE 9 CONSULTANT'S RESPONSIBILITIES

### 9.1 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 deficiencies 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) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall 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.

#### 9.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

- (a) The design services provided to the County by the Consultant shall be certified by professional engineers 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 engineers.
- (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 Engineer 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 10 GENERAL CONDITIONS

### 10.1 OWNERSHIP OF DOCUMENTS

- (a) Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant's services.
- (b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting 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.

#### 10.2 SUSPENSION OR TERMINATION OF WORK:

- (a) The County, in writing, may order the Consultant to suspend, delay, or interrupt all or any part of the work of a task order for the period of time that the County determines to be appropriate for the convenience of the County. The Consultant expressly acknowledges and agrees that it shall receive no damages for delays. The Consultant's sole remedy, if any, against the County will be the right to seek an extension to the contract time as provided for the completion of the project.
- (b) 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.
- (c) Termination of the Consultant 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.
- (d) 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.

(e) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

### 10.3 <u>RECORDS:</u>

- (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. 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).

### 10.4 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.

#### 10.5 <u>SUBCONTRACTORS</u>

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, the Consultant must secure the prior written approval of the County unless such work is specifically detailed in the task order.

Any subcontractors or other professional associates retained by Consultant must carry the appropriate insurance coverage as specified in paragraph 10.8 below in an amount equal to or greater than the coverage carried by the Consultant.

#### 10.6 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 Government and its successors.

#### 10.7 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.

# 10.8 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 AM Best Rating Guide. An A or better Best Rating is "preferred"; 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 insureds" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, CPPO, 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.

#### 10.9 CLAIMS AND DISPUTES:

- (a) A claim is a demand or assertion by one of the parties to this Agreement 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 the County and the Consultant arising out of or relating to the contract documents. The responsibility to substantiate a claim shall rest with the party making the claim.
- (b) Claims by the Consultant shall be made in writing to the County with supporting data. All claims shall be submitted during the performance term of the Agreement or else the Consultant shall be deemed to have waived that claim.
- (c) The Consultant shall proceed diligently with its performance, as directed by the County, regardless of any pending claim, legal action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the contract documents during the pendency of such claim.

#### 10.10 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.

#### 10.11 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.

#### 10.12 TRUTH-IN-NEGOTIATION CERTIFICATE:

Signature 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.

#### 10.13 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.

#### 10.14 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.

#### 10.15 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 Article II of Chapter 46 of the Escambia County Code of Ordinances.

#### 10.16 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.

#### 10.17 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.

#### 10.18 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.

#### 10.19 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.

### 10.20 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.

# 10.21 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.

### 10.22 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.

#### 10.23 FURTHER DOCUMENTS:

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

#### 10.24 <u>NO WAIVER:</u>

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 Board Chairman, duly authorized to execute this Agreement through the express delegation of authority set forth in Article II of Chapter 46, Escambia County Code of Ordinances, and Municipal Engineering Services, Inc., signing by and through its Owner/Manager, duly authorized to execute same.

	CONSULTANT:  Municipal Engineering Services, Inc., a forprofit limited liability corporation authorized to do business in the State of Florida.
ATTEST: Corporate Secretary	By: Ken Walker, President
By: Secretary [CORPORATE SEAL]	Date:
	COUNTY: ESCAMBIA COUNTY, FLORIDA, a politica subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.
WITNESS:	By:
WITNESS:	Date:
	BCC Approved: <u>February 19, 2015</u>

# ESCAMBIA COUNTY FLORIDA REQUEST FOR LETTERS OF INTEREST

# **Proposer's Checklist**

### Professional Services As Governed by Florida Statute 287.055 Specification PD 02-03.79

# **How To Submit Your Proposal**

Please Review This Document Carefully. Offers That Are Accepted By The County Are Binding Contracts. **Incomplete Proposals Are Not Acceptable.** All Documents And Submittals Shall Be Received By The Office Of Purchasing On Or Before Date And Hour For Specified For Receipt. Late Proposals Will Be Returned Unopened.

The Following Documents Shall Be Returned With Proposal:

# One (1) Original

\$ Letter Of Interest

# One (1) Electronic Copy (CDrom)

- \$ Standard Forms 254 And 255
- \$ Project Approach
- \$ Budget Control
- \$ Additional Documents
  - \$ 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 Registrations(S)

#### **Before You Submit Your Proposal, Have You:**

\$ Placed Your Proposal With All Required Submittal Items In A Sealed Envelope Clearly Marked For Specification Number, Project Name, Name Of Proposer, And Due Date And Time Of Proposal Receipt?

#### The Following Submittals Are Required Upon Notice Of Award:

\$ Certificate Of Insurance

#### **How To Submit A No Proposal**

 If You Do Not Wish To Propose At This Time, Please Remove The Proposer Acknowledgment Form From The Proposal Solicitation Package And Enter No Proposal In The "Reason For No Proposal" Block, Your Company's Name, Address, Signature, And Return The Proposal Acknowledgment 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 Proposal Only.

Do Not Return With Your Proposal

#### **ESCAMBIA COUNTY FLORIDA**

#### REQUEST FOR LETTERS OF INTEREST

# **Professional Services As Governed by Florida Statute 287.055**

# **SPECIFICATION NUMBER PD 02-03.79**

Letters of Interest Will Be Received Until: 3:00 p.m., CDT, Tuesday, September 9, 2003

Office of Purchasing, Room 230
213 Palafox Place, Pensacola, FL 32501
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

**Board of County Commissioners** 

Marie Young, Chairman Thomas G. Banjanin, Vice Chairman J.W. "Bill" Dickson Cliff Barnhart Janice Gilley

#### From:

Joseph F. Pillitary, Jr., CPPO, CPPB Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

#### **Procurement Assistance:**

Paul R. Nobles, CPPB
Purchasing Supervisor
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
Room 230
Pensacola, FL 32501

Tel: (850) 595-4918 Fax: (850) 595-4805

#### I. INFORMATION PACKAGE

# Request for Letters of Interest for Professional Services As Governed by Florida Statute 287.055

(a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

# Scope of Services

The intent of this solicitation is to acquire a broad range of professional services for Escambia County based on the definition of "Continuing Contract" in FS 287.055:

(g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which construction costs do not exceed \$500,000, for study activity when the fee for such professional service does not exceed \$25,000, or for work of a specified nature as outlined in the contract required by the agency, with no time limitation except that the contract must provide a termination clause.

The services sought may include, but are not limited to: Architect Landscape Architect Engineering Services

- Civil
- Computer Consulting (cabling, RCDD, etc.)
- Electrical
- Environmental
- Geotechnical
- Hazardous Waste
- HVAC
- Hydrogeological
- Mechanical
- Solid Waste
- Structural
- Surveying
- Transportation/Traffic

Mapping/GIS Services
Planning Services
Construction Management Services

The resulting "continuing contract" shall provide for issuance of individual Task Orders based on specific scopes of work. Task Orders will be individually negotiated based on a "Fee Schedule" and any additional negotiated services required within the scope of work.

"Fee Schedules" for the continuing contract shall be established based on the following:

- Maximum Overhead 168%
- Maximum Profit 12%
- Maximum FCCM 1.50%
  - Maximum Multiplier 301.66% (providing no single item above is exceeded
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

<u>Please do not provide these numbers with your letter of interest. Your acceptance of the above maximums will suffice.</u>

#### II. INSTRUCTION TO SUBMITTERS

Firms desiring to provide the above described Professional Services shall <u>submit one (1)</u> <u>original and one (1) electronic copy (diskette or CD)</u> of Letters of Interest containing all of the requested information by 3:00 p.m., CDT, Tuesday, September 9, 2003. Electronic copies preferably should be in Adobe Acrobat PDF format, but other industry standards will be considered.

Original letters shall be signed by an authorized representative of the firm. All information requested must be submitted. Failure to submit all information may delay evaluation of the proposal. Letters, which are substantially incomplete or lack key information may be rejected by the County at its discretion.

The submittals shall be in the format of Standard Forms (SF) 254 and 255 with the addition of four sections, as described below. No other format will be acceptable. The submittal shall be limited to one hundred (100) pages. Bind each set with spiral or GBC binders. Ring notebooks are not acceptable. The selection of the firms will be based on the information provided on the forms and in the additional sections.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to perform as noted in the scope of services and also include information to allow for a clear understanding of past projects, especially in Florida, staff experience and abilities, and any additional information to present your firm for consideration.

A committee will review the information submitted. Once review is complete and the firm has agreed to the maximum ceiling for establishing fee schedule a recommendation to the Board of County Commissioners will be prepared. Hours per project and direct expenses will be negotiated for each task order after the specific scope of work has been defined.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

For questions and additional information, contact:

#### PROCUREMENT

Paul R. Nobles, CPPB
Purchasing Supervisor
Office Of Purchasing
Room 230
213 Palafox Place
Pensacola, FL 32597-1591
Tel: (850) 595-4918

Tel: (850) 595-4918 Fax:(850) 595-4805

E-mail: paul\_nobles@co.escambia.fl.us

Web Site: http://www.co.escambia.fl.us/purchasing

All prospective submitters are hereby cautioned not to contact any Board member of Escambia County or any member of the selection Committee after submittals are opened nor attempt to persuade or promoted through other channels until notification that the Selection Committee has arrived at a recommendation of the most qualified firms. Until notification is received, all contacts must be channeled through the Purchasing Office. Failure to comply with these procedures will be cause for disqualification of the firm's Letter of Interest.

Letters of Interest will be evaluated using the criteria below. Firms will be notified in writing whether they have been selected within two (2) weeks after submittal date.

#### **EVALUATION CRITERIA**

- \$ Qualifications of the firm and individual team members.
- \$ Background experience and technical expertise of the firm and individual team members.
- \$ Recognition, understanding, capability and resources to perform the services.
- \$ Ability to provide a high level of service through a local presence.
- \$ Consultants Competitive Negotiations Act any additional requirements as defined in State of Florida Statute 287.055.

#### III. SUBMITTAL FORMAT

The Submittal shall be in the format of the Standard Forms (SF) 254 and (SF) 255 with additional four (4) sections as listed below:

#### **Introduction Tab**

- \$ Letter of Interest by corporate office or principal of the firm.
- \$ Specific Professional services to be offered (please delineate each service your firm offeres).
- \$ Table of Contents.

#### Tab 1 Standard Form (SF) 255, Blocks 1-5.

- \$ Project Name.
- \$ Firm(s) information including contact and location of office where work will be performed.
- \$ Employment personnel profile.
- \$ Joint venture information/previous experience.

#### Tab 2 Standard Form (SF) 255, Block 6.

\$ Outside key consultants.

#### Tab 3 Standard Form (SF) 255, Block 7.

\$ Brief Resumes of key personnel.

At the beginning of this section, include an organizational chart showing the key personnel, name of their firm and their assignments.

Project experience in Block 7g should be described in Block 8.

#### Tab 4 Standard Form (SF) 255, Block 8.

\$ Firm(s) projects.

The proposers need not be limited to ten projects. List as many projects as necessary to adequately describe those listed in Block 7g. Include the name and telephone number of the Owner's Representative or Contact in Block 8c. *Escambia County checks references*. Be especially careful to provide current names, current telephone numbers and fax numbers of owners representatives that be contacted by the County.

#### Tab 5 Standard Form(SF) 255, Block 9.

\$ Firm or joint venture current governmental projects.

List current projects being performed for any governmental agency, not just Federal agencies.

#### Tab 6 Standard Form (SF) 255, Block 10.

\$ Additional information supporting firm(s) qualifications.

#### Tab 7 Standard Form 254, Blocks 1-12.

- \$ Firm experiences.
- \$ Project profiles.

#### Tab 8 Statements And Documentation

\$ Proof of licenses/certifications

Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida.

Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification with the Secretary of State can be obtained at: http://ccfcorp.dos.state.fl.us/index.html.

\$ Information Sheet for Transactions and Conveyances Corporate Identification.

Provide the information on the forms provided herein for the prime firm or each firm in the professional team if joint venture.

\$ Certificate(s) of Insurance.

A sample Certificate of Insurance is included and reflects the insurance requirements deemed necessary for this project by County Risk Management. It is not necessary to have this level of insurance in effect at the time of submission, but certificates indicating that the insurance is currently carried, or acknowledgment from the carrier indicating upgrade availability will speed the review process.

#### \$ Conflict of Interest Statement

Provide a notarized statement certifying that no member of your firm ownership, management or staff has vested interest in any aspect of any department of Escambia County. Submittal shall include the disclosure of any potential conflict of interest due to any other clients, contracts or property interests for this project only or a statement saying that there are no conflicts of interest.

#### \$ Key Personnel Statement

Submit a statement that personnel listed in the submittal will be available for and shall be assigned to this project. Failure to produce the proposed key personnel may be grounds for dismissal.

#### \$ Other Work/Litigation Experience

Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.

Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.

Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years.

- \$ Include any additional information to represent your firm for consideration.
- \$ Acknowledgment of Addenda (if applicable).

#### Insurance

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers with an A. M. Best Company Rating of at least A- VIII, 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 Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes.

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, nonowned and hired automobiles and employee nonownership 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: Paul R. Nobles, CPPB, Purchasing Supervisor

Office of Purchasing, Room 214

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.

#### **Endorsements/Additional Insurance**

The county requires the following endorsements or additional types of insurance:

#### Professional Liability/Malpractice/Errors or Omissions Insurance

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$ 1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

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

#### V. SAMPLE FORMS INDEX

- Maximum Continuing Contract Fee Schedule Acceptance Form
- Information Sheet for Transactions and Conveyances Corporate Identification
- Drug-Free Workplace Form

#### VI. Florida Statute 287.055

VII. Form F: Consulting Services For Task Orders Contract

#### Maximum Continuing Contract Fee Schedule Acceptance

In order for a "Continuing Contract" to be established between Escambia County, Florida a fee schedule must be established. The Office of Purchasing on behalf of Escambia County offers a "Fee Schedules" consisting of:

- Maximum Overhead 168%
- Maximum Profit 12%
- Maximum FCCM 1.50%
  - o Maximum Multiplier 301.66% (providing no single item above is exceeded
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

### <u>Please do not provide these numbers with your letter of interest. Your acceptance of the above maximums will suffice.</u>

Individual Task Orders will be negotiated with the "Fee Schedules" as a "ceiling".

[	Yes, the "Fee Schedule" formula is acceptable.		
		Signature	
		Title	
[	]	No, the "Fee Schedule" formula is not acceptable.	
		Signature	
		Title	

#### Maximum Continuing Contract Fee Schedule Acceptance

In order for a "Continuing Contract" to be established between Escambia County, Florida a fee schedule must be established. The Office of Purchasing on behalf of Escambia County offers a "Fee Schedules" consisting of:

- Maximum Overhead 168%
- Maximum Profit 12%
- Maximum FCCM 1.50%
  - o Maximum Multiplier 301.66% (providing no single item above is exceeded
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

### Please do not provide these numbers with your letter of interest. Your acceptance of the above maximums will suffice.

Individual Task Orders will be negotiated with the "Fee Schedules" as a "ceiling".

🗶 Yes, the	e "Fee Schedule" formula is acceptable.	
	Www. Rus	
	Signature	
	William V. Phillips, II, Vice-President	
	Title	
] No, the	"Fee Schedule" formula is not acceptable.	
	Signature	



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7662 County Administrator's Report 15. 8.
BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 02/19/2015

Issue: Supplemental Budget Amendment #070 - FDEM Domestic Security

Grant

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #070 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #070, Other Grants and Projects Fund (110), in the amount of \$16,000, to recognize proceeds from the Federally Funded Sub-grant Agreement, Contract Number 15DS-P4-01-27-01-XXX, and to appropriate these funds for providing cost reimbursement funding to the County Public Safety Division of Emergency Management, for Department of Homeland Security related planning, training, and/or exercise activities, for the period from date of full execution through December 31, 2015.

#### **BACKGROUND:**

On 1/22/2015, the Board approved Federally Funded Sub-grant Agreement Contract Number 15DS-P4-01-27-01-XXX between FDEM and Escambia County. The funds will be used for Department of Homeland Security Domestic Security activities such as planning, training, and/or exercise activities.

#### **BUDGETARY IMPACT:**

This amendment will increase Fund 110 by \$16,000.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### PERSONNEL:

No new personnel are being added with the Budget Amendment, personnel funding is being used to pay the relief and overtime costs of personnel attending the associated training.

Attachments				
IMPLEMENTATION/COORDINATION: N/A				
Board policy requires increases or decreases in revenues to be approved by the Board.				

**POLICY/REQUIREMENT FOR BOARD ACTION:** 

SBA#070

# Board of County Commissioners Escambia County Supplemental Budget Amendment Resolution

	Resolution	Numbe
R2015	-	

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 was awarded a grant by the State of Florida, Division of Emergency Management, through Contract Number 15DS-P4-01-27-01-XXX for Domestic Security 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, 2015:

Other Grants & Projects Fund Name	110 Fund Number		
Revenue Title Domestic Security Grant	Fund Number 110	Account Code 334252	Amount 16,000
Total			16,000
Appropriations Title Regular Salaries	Fund Number/Cost Center 110/330459	Account Code/ Project Number 51201	<b>Amount</b> 3,201
FICA	110/330459	52101	474
Retirement	110/330459	52201	395
Life and Health	110/330459	52301	800
Workers Comp	110/330459	52401	130
Professional Services	110/330459	53101	10,000
Office Supplies	110/330459	55101	500
Operating Supplies	110/330459	55201	500
Total		<u></u>	16,000
NOW THEREFORE, be it resolved that the foregoing Supplemental Bu ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT		ive upon adoption of thi BOARD OF COUNTY C OF ESCAMBIA, COUNT	s Resolution. OMMISSIONERS
Deputy Clerk		Steven	Barry, Chairman
Adopted			
OMB Approved			
Supplemental Budget Amendment			

#070



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7668 County Administrator's Report 15. 9.
BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 02/19/2015

Issue: Supplemental Budget Amendment #071 - Sheriff Department JAG

**Grant for Crimes Involving Firearms** 

From: Stephan Hall, Interim Department Director

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #071 - Stephan Hall, Management and Budget Services Interim Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #071, Other Grants and Projects Fund (110), in the amount of \$143,494, to recognize proceeds from a Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG), and to appropriate these funds for the Escambia County Sheriff, "Crimes Involving Firearms Project 2014."

#### **BACKGROUND:**

The Sheriff's Department has been awarded \$143,494 through a Department of Justice JAG grant, Project Number 2014-DJ-BX-0596. Funds will be used for the Escambia County Sheriff, "Crimes Involving Firearms Project 2014", and will primarily cover sworn law enforcement officers' overtime.

#### **BUDGETARY IMPACT:**

This amendment will increase Fund 110 by \$143,494.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

#### IMPLEMENTATION/COORDINATION:

#### **Attachments**

#### SBA#071

# Board of County Commissioners Escambia County Supplemental Budget Amendment Resolution

Resolution	Number
R2015-	

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 Sheriff's Office was awarded an Edward Byrne Memorial Justice Assistance Grant for reducing firearm related violence, 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, 2015:

Other Grants & Projects Fund Name	110 Fund Number			
Revenue Title JAG #2014-DJ-BX-0596	Fund Number	Account Code 3312xx (new)	Amount	143,494
Total		Account Code/		143,494
Appropriations Title Aids to Governmental Agencies	Fund Number/Cost Center 110/540196 (new)	Project Number 58101	Amount	143,494
Total				143,494
NOW THEREFORE, be it resolved that the foregoing Supplemental Bud	by the Board of County Commis Iget Amendment be made effect	ive upon adoption of t BOARD OF COUNTY	his Resolution. COMMISSIONERS	
ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT		OF ESCAMBIA, COU	nTY, FLORIDA n Barry, Chairman	
Deputy Clerk  Adopted				
OMB Approved Supplemental Budget Amendment				
#071				



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7677 County Administrator's Report 15. 10.
BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 02/19/2015

**Issue:** Residential Rehab Grant Program Funding and Lien Agreements for

210 West Sunset Avenue

From: Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 210 West Sunset Avenue - Keith T. Wilkins, Community & Environment Department Director

That the Board ratify the following February 19, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and David Frentzel, the owner of residential property located at 210 West Sunset Avenue, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of \$4,231, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, to replace roof and sanitary sewer connection; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

#### **BACKGROUND:**

The CRA created the matching Grant programs to be implemented within the County's redevelopment districts. The intent of the matching Grant programs is to encourage private investment to upgrade the appearance, property values, and economic activity on residential properties. A rendering of the project is attached.

#### **BUDGETARY IMPACT:**

Funding for the Grant will be provided as follow:

1. David Frentzel, Warrington TIF, Cost Center 220516, Object Code 58301, in the amount of \$4,231.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

#### **PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

#### POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

#### **IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, will handle all implementation tasks.

#### **Attachments**

D Frentzel-210 Sunset Ave\_Feb2015

### ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>19<sup>th</sup></u> day of <u>February 2015</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>David Frentzel</u>, (the "Recipient"), owner of residential property located at <u>210 West Sunset Avenue</u>, Pensacola, Florida, <u>32507</u>.

#### WITNESSETH:

WHEREAS, the CRA has established the Residential Rehab Grant Program (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in EXHIBIT I of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

- 1. Recitals: The above recitals are incorporated into this Agreement.
- 2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the maximum amount of \$4,231, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$4,231</u>, which shall be comprised of a cash contribution of <u>\$4,231</u>.
- 4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>19<sup>th</sup></u> day of <u>February 2015</u>, and the Project shall be complete on or before the <u>19<sup>th</sup></u> day of <u>May 2015</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
- 6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his 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. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
- 8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
- 9. <u>Notice of Termination:</u> Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
- 10. <u>Subsequent to Termination:</u> The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
- 11. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
- 13. Payment Process: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

- 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents 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 Recipient 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.
- 15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.
- 16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. <u>Notice:</u> Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
David Frentzel
210 West Sunset Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.
- 19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.
- 20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- 21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.
- 22. 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.

- 23. The 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 deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- 24. 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.
- 25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

fficiency. //Title:	X d V o U d C L		Board of County Commissioners of Escambia County	
te: <u>//4//5</u>		Ву:	Steven Barry, Chairman	
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:	
	Olerk of the official court		Bate Excedice.	
By:	uty Clerk	_	BCC Approved:	
Depu	uty Clerk			
(SEA	AL)			
, ,	,	For R	ecipient:	
		Va	780	
		David	Frentzel, Property Owner	
STATE OF	FI ORIDA			
	F ESCAMBIA			
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to me or (	has produced Minnesota	entzei,	Property Owner. He () is personally known	
to the of (_v		C	as identification.	
		/	2/1/2	
Suntanian Property	MAXWELL ROGERS Commission # FF 77771	/		
	M. Commission Expires		Signature of Notary Public	
(In prantingea	December 18, 2017	-	Printed Name of Notary Public	

#### **EXHIBIT I**

#### **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): David Frentzel
Property Address: 210 West Suns

Property Address: 210 West Sunset Avenue, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Replace roof and sanitary sewer connection.

#### Escambia County Community Redevelopment Agency Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

#### **Lien Agreement**

Applicant Name Address of Property Property Reference No.

<u>David Frentzel</u> 210 West Sunset Avenue Pensacola, FL 32507

**Total Amount of Lien** 

\$4,231

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

STATE OF COUNTY O	FLORIDA F ESCAMBIA		
Janua	foregoing instrument was ackrew 2015 by David Francisco Income 2006	rentzel,	Property Owner. He () is personally known
AL STATE OF	MAXWELL ROGERS ommission # FF 77771	0	Signature of Netary Public
Sea Sea	y Commission Expires becember 18, 2017	in	Printed Name of Notary Public
Approved as to form and sufficiency.	legal	For:	Board of County Commissioners of Escambia County
By/Title: Lower A(		Ву: _	Steven Barry, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
	By: Deputy Clerk		BCC Approved:

For Recipient:

David Frentzel, Property Owner

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Replace roof and sanitary sewer connection 210 West Sunset Avenue – David Frentzel



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7580 County Administrator's Report 15. 11.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 02/19/2015

**Issue:** FDOT Off-System Project Agreement for Bluff Springs Rd Over

Pritchett Mill Creek Bridge #484052 & Patricia Dr over Bayou Marcus

Creek Bridge #484069

**From:** Joy D. Blackmon, P.E., Department Director

**Organization:** Public Works

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning the Off System Project Agreement Related to the Replacement and Maintenance of Two Escambia County Bridges - Joy D. Blackmon, P.E., Public Works

Department Director

That the Board take the following action concerning the Off System Project Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County related to the replacement and maintenance of Bluff Springs Road over Pritchett Mill Creek, Bridge #484052, and Patricia Drive over Bayou Marcus Creek, Bridge #484069:

A. Approve the State of Florida Department of Transportation Off System Project Agreement between FDOT and Escambia County related to the replacement and maintenance of Bluff Springs Road over Pritchett Mill Creek, Bridge #484052, and Patricia Drive over Bayou Marcus Creek, Bridge #484069;

B. Adopt the Resolution authorizing the Agreement; and

C. Authorize the Chairman or Vice-Chairman to execute the documents and any subsequent documents required for implementation of the bridge replacements.

[Funding Source: Fund 175, Transportation Trust Fund, Account 210402/54601]

#### **BACKGROUND:**

The following two bridges located in Escambia County, and not on the State Highway System, will be replaced by FDOT: Bluff Springs Road over Pritchett Mill Creek (Bridge #484052) and Patricia Drive over Bayou Marcus Creek (Bridge #484069).

According to FDOT criteria, these bridges have reached a level of deterioration to

warrant replacement and are next on the list for FDOT's 5-Year Work Plan. The construction plans, referred to in the Agreement as "Exhibit A," are confidential documents protected by Florida Statutes 119.07(3)(a) - 119.07(3)(b), and are exempt from public inspection. Therefore, the attachments referenced in the Agreement have been intentionally excluded. Upon Board approval of the Agreement, adoption of the Resolution, and FDOT's completion of the structures, Escambia County will be responsible for maintenance of the bridges.

#### **BUDGETARY IMPACT:**

All construction work will be performed by FDOT. Funds for maintenance of bridges are available in Fund 175 "Transportation Trust Fund", Account 210402/54601.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Stephen West, Senior Assistant County Attorney, has reviewed and approved the Off-System Project Agreement and prepared the Resolution.

#### **PERSONNEL:**

All construction work will be performed by FDOT. There is no impact to County personnel.

#### POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval and Chairman's or Vice-Chairman's execution the agreements will be returned to FDOT for final execution and recording.

#### IMPLEMENTATION/COORDINATION:

Construction plans are available for review (by authorized personnel only) by contacting Kirk Kassebaum, Deputy Division Manager, Engineering Division, at the Escambia County Central Office Complex. All bridge replacement work will be coordinated by FDOT.

#### **Attachments**

Resolution

Off-System Agreement - Legal Stamp/Signature

Pritchett map

Patricia map

#### RESOLUTION NUMBER R2015-\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CONSENTING TO AND AUTHORIZING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DO ALL ACTS NECESSARY TO COMPLETE THE BRIDGE REPLACEMENT, REHABILITATION, AND INSPECTION PROJECT FOR THE BLUFF SPRINGS ROAD BRIDGE, BRIDGE NO. 484052 AND THE PATRICIA DRIVE BRIDGE, BRIDGE NO. 484069, PURSUANT TO AN OFF SYSTEM PROJECT AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, approved that certain Off System Project Agreement (Agreement) with the State of Florida Department of Transportation (Department) for the bridge replacement, rehabilitation, and inspection project for the Bluff Springs Road Bridge, Bridge No. 484052 and the Patricia Drive Bridge, Bridge No. 484069 (Project); and

WHEREAS, pursuant to Section 8 of the Agreement, the County is required to adopt a formal resolution of the County Commission, consenting to and authorizing the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:

- <u>Section 1.</u> The foregoing recitals are true and correct and incorporated herein by reference.
- Section 2. The County, by this resolution, duly adopted by its Board of County Commissioners and executed by the Chairman of the Board, confirms the Agreement approved by the Board of County Commissioners concurrently with this resolution, and consents to and authorizes the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project, and if necessary, to further do all acts necessary, including securing all environmental and regulatory permits,

associated with the Project, in the name of the County. Section 3. This resolution shall take effect upon its adoption by the Board of County Commissioners of Escambia County, Florida. **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_\_, 2015. BOARD OF COUNTY COMMISSIONERS **ESCAMBIA COUNTY, FLORIDA** ATTEST: Pam Childers Steven Barry, Chairman Clerk of the Circuit Court Deputy Clerk (SEAL) This document approved as to ferm and legal sufficiency. By: Title: Asst. Count Date: Feb. 4, 20 18

easements, temporary construction easements and rights of entry

COUNTY: Escambia

FAP #: 00B3 144 B & 00B3 145 B

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION OFF SYSTEM PROJECT AGREEMENT

This Agreement is between the State of Florida Department of Transportation, "DEPARTMENT," and Escambia County, a political subdivision of the State of Florida "COUNTY."

- 1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and
- 2. <u>Bluff Springs Road over Pritchett Mill Creek</u>, Bridge No. <u>484052</u>; and <u>Patricia Drive over Bayou Marcus Creek</u>, Bridge No. <u>484069</u>, require replacement; and
- 3. <u>Bluff Springs Road Bridge</u> is on <u>Bluff Spring Road</u>, and <u>Patricia Drive Bridge</u> is on <u>Patricia Drive</u>, located in <u>Escambia</u> County, Florida, these roads are <u>not</u> on the State Highway System; and
- 4. The parties agree that it is in the best interest of the State of Florida and the COUNTY for the DEPARTMENT, if necessary, to act for the COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and
- 5. The parties agree that it is in the best interest of each party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

- 6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.
- 7. The parties agree that the DEPARTMENT shall undertake and complete Project No. 430471-1-52-01, generally described as the replacement of Bridge No. 484052 over Pritchett Mill Creek, from Beginning MP 0.740 to End MP 0.851 on Bluff Springs Road, and Project No. 430472-1-52-01 generally described as the replacement of Bridge No. 484069 over Bayou Marcus Creek, from Beginning MP 0.000 to End MP 0.208 on Patricia Drive; (collectively, the "PROJECTS"). The PROJECTS are further described in the construction plans attached as Exhibit "A." The COUNTY shall cooperate with and shall support the DEPARTMENT's work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECTS and the design review process.

COUNTY: Escambia

FAP #: 00B3 144 B & 00B3 145 B

8. The COUNTY shall, through the passage of a formal resolution of the County Commission, consent to and authorize the DEPARTMENT for the COUNTY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECTS and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the PROJECTS, in the name of the COUNTY. Said authority and action shall be deemed to include the DEPARTMENT's use of the power of eminent domain to condemn the property necessary for the PROJECTS and to exercise prudent engineering judgment in the design and construction of the PROJECTS. The COUNTY shall be responsible to establish, in accordance with DEPARTMENT standards, final right of way survey monumentation.

- a) The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the COUNTY. Recording of said documents shall be the responsibility of the DEPARTMENT.
- 9. The COUNTY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing COUNTY right of way necessary for completion of the PROJECTS. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right of way that is required for the PROJECTS. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the COUNTY's existing right of way, the COUNTY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECTS to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the COUNTY acknowledges that the right of way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECTS for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.
- 10. The COUNTY hereby appoints the DEPARTMENT as its agent for purposes of the construction, reconstruction and relocation of utilities under section 337.403(1), Florida Statutes. The COUNTY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The parties agree that if existing utilities owned by the COUNTY are required to be reconstructed or relocated as a result of the PROJECTS that the costs associated therewith shall be deemed to be a cost of the PROJECTS to be paid for the by the COUNTY.
- 11. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECTS and as a result thereof the COUNTY agrees to maintain the PROJECTS

COUNTY: Escambia

FAP #: 00B3 144 B & 00B3 145 B

in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECTS that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECTS to meet the needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

- 12. The COUNTY acknowledges and agrees that the right of way (as described in Exhibit "A" hereto), and the improvements and structures located within the right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the COUNTY's existing right of way for construction of the PROJECTS and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.
- 13. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the COUNTY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.
- 14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the COUNTY.
- Notice of Final Acceptance with respect to the completed project to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance of a project, the COUNTY shall be immediately responsible for the perpetual maintenance of the the completed project. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECTS before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.
- 16. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECTS are completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The

COUNTY: Escambia

FAP #: 00B3 144 B & 00B3 145 B

DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

- 17. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY 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 COUNTY in conjunction with this Agreement except for the obligation of the COUNTY to maintain the PROJECTS and said Agreement shall be perpetual as to that obligation.
- 18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the COUNTY to enter into this Agreement or to undertake the PROJECTS, the COUNTY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.
- 19. The COUNTY shall initiate and prosecute to completion all proceedings or actions necessary to enable the COUNTY to provide any necessary funds for completion of the PROJECTS.
- 20. It is understood that the DEPARTMENT's participation in said PROJECTS are subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECTS are scheduled.
- 21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for these PROJECTS are in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.
- 22. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one 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 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 the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all

COUNTY: Escambia

FAP #: 00B3 144 B & 00B3 145 B

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."

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

#### 24. COUNTY:

- a) 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 contract; and
- b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- 25. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

#### COUNTY:

Escambia County Administrator 221 Palafox Place, Suite 420 Pensacola, FL 32502

#### **DEPARTMENT:**

FDOT Operations Engineer 6025 Old Bagdad Highway Milton, FL 32583

COUNTY: Escambia

FAP #: 00B3 144 B & 00B3 145 B

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	Board of County Commissioners Escambia County, Florida
By: James T. Barfield, P.E.	By: Steven Barry
Title: District Secretary	Title: Chairman
Date:	Date:
Attest:	Attest: Pam Childers Clerk of the Circuit Court
Legal Review:	By:
Office of the General Counsel	Deputy Clerk

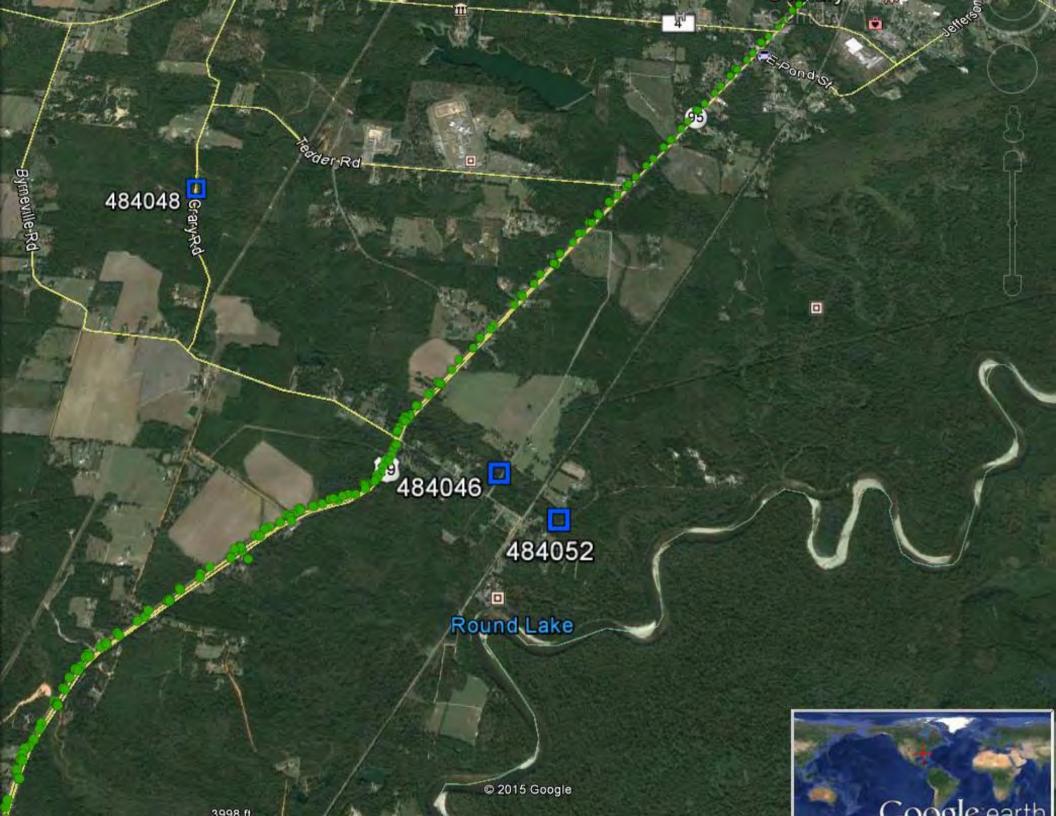
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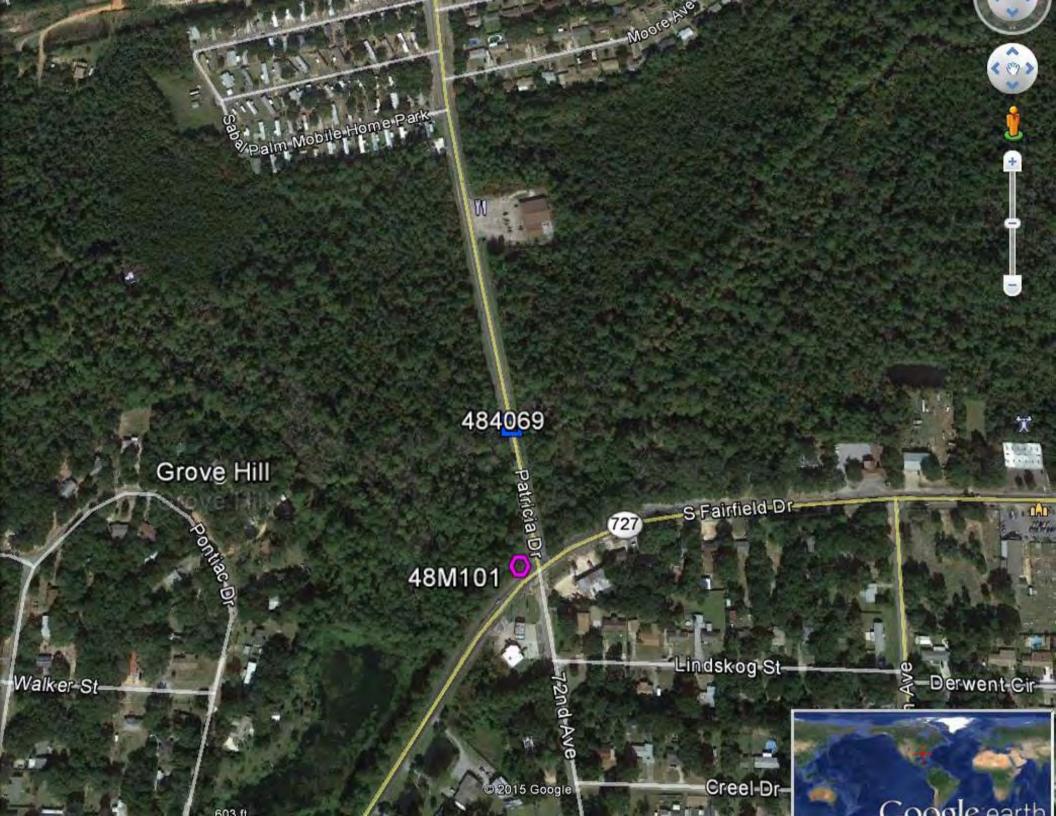
Ву

Title

Date

Feb. 4, 201







## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7684 County Administrator's Report 15. 12.

BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 02/19/2015

**Issue:** Concerning the United States Department of Homeland Security

(USDHS), Federal Emergency Management Agency (FEMA), Hazard

Mitigation Grant Program

**From:** Joy D. Blackmon, P.E., Department Director

**Organization:** Public Works

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning the United States Department of Homeland Security, Federal Emergency Management Agency, Hazard Mitigation Grant Program - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA), Hazard Mitigation Grant Program (HMGP) for the following drainage projects: Bristol Creek/Bristol Park/Ashbury Hills Area Flood Plain Management, Wetland Restoration, and Regional Pond Plan in the Elevenmile Creek Basin - Property Acquisition Plan; Pin Oak Lane; and Old Corry Field Outfall Property Purchase for Flood Plain Management.

A. Authorize submittal of the following projects and approve the 25% match funding, available in Fund 352, Local Option Sales Tax (LOST) III:

#### 1. Bristol Creek/Bristol Park/Ashbury Hills Area

(Flood Plain Management, Wetland Restoration, and Regional Pond Plan in the Elevenmile Creek Basin - Property Acquisition Plan)

The general intent of this mitigation project is to provide a complete submittal of a HMGP Grant Application for the Bristol Creek/Bristol Park/Ashbury Hills Area. This area flooded as a result of the April 29-30, 2014, storm event, which resulted in negative impacts to public and private infrastructure and private properties, including approximately 160 homes. This Area, located along and within the FEMA flood hazard zone of Elevenmile Creek, has been flooded in multiple previous severe storm events since development in 1988.

The consultant, Hatch-Mott MacDonald, selected through the abbreviated selection process, is tasked with utilizing existing recorded County data, including the conceptual

drainage alternatives presented in the Elevenmile Creek Master Plan Basin Study prepared by Hatch-Mott MacDonald in 1994, the updated Study in 1999 after Hurricane Georges, and the most recently updated information in 2008.

A Property Acquisition Plan for drainage improvements will be prepared with cost estimates and solutions utilizing information provided in the said basin studies, aimed at acquiring funding for the Property Acquisition Plan through the HMGP Grant Program. The HMGP Application will include this Plan, basin study backup documentation, and any other information necessary to secure the maximum amount of HMGP property-acquisition funding that can be secured within the 3-year cycle of the April 2014 event declaration, along with the 25% matching maximum amount the County can feasibly provide. Due to the large scale of this project, property acquisition must be the first step toward implementing drainage improvements for the area.

HMGP Application deadline constraints do not permit design and construction to be considered under this grant cycle. However, staff will pursue and apply for multiple grant opportunities to secure additional funding for this project.

Estimated Cost: \$5,000,000 with a 25% County match of \$1,250,000, with global match possibility for a reduction to 0% match funding and 100% grant funding;

[Funding for the 25% match is available in Fund 352, LOST III, for Bristol Creek/Bristol Park/Ashbury Hills Area Flood Plain Management, Wetland Restoration, and Regional Pond Plan in the Elevenmile Creek Basin - Property Acquisition Plan]

#### 2. Pin Oak Lane

The south end of Pin Oak Lane floods during normal rain events. Jack's Branch Basin Study provides a solution (Recommendation Q10) to extend an alternate roadway connection to Quintette Road to the north. The Grant Application/funding request for this project should include documentation supporting the north roadway extension, restoration of the flood plain at the south end of Pin Oak, property acquisition of several undeveloped lots, and acquisition of one residential lot at 1000 Pin Oak Lane. The residential lot has suffered repetitive flooding as shown on documentation provided by the homeowner. Several other property owners within the flood plain have indicated a willingness to sell their vacant property to the County due to wetland jurisdiction lines and identified flood plain lines that may restrict practical development of these properties. County staff has also contacted property owners at the north end of Pin Oak Lane to discuss the County's Grant Application and intent to acquire property for the north roadway extension to Quintette Road.

The FEMA Flood Insurance Rate Map (FIRM) does not identify this area as a special flood hazard flood area, because the FEMA study did not extend to the area east of Highway 29. However, the Jacks Branch Basin Study does indicate that the south end of Pin Oak Lane is located in the flood plain. FEMA has been notified of this discrepancy through the Water Management District, and the area is currently under study to consider map amendments.

Estimated Cost: \$1,500,000 with a 25% County match of \$375,000, with global match possibility for a reduction to 0% match funding and 100% grant funding; and

[Funding for the 25% match is available in Fund 352, LOST III, for Pin Oak Lane (Drainage

#### 3. Old Corry Field Outfall

(Property Purchase for Flood Plain Management (aka Jackson's Creek Property Purchase)

This property purchase is for the Jackson Lakes portion of the approved National Fish and Wildlife Federation (NFWF) Grant for Bayou Chico Restoration approved for funding in December 2014. The NFWF grant does not provide for property acquisition. The Grant Application/funding request for this project should be to utilize the NFWF Grant funding as the Grant match for property acquisition. This project is referenced in the NFWF Grant as Jackson's Creek Stream Restoration and Floodplain Expansion, as it is one of the five projects listed in the Bayou Chico Restoration NFWF Grant. The stream/drainage way is also known as the Old Corry Field Outfall or the Pete Moore ditch. Property immediately adjacent to the north side of the stream/drainage way, located at 121 New Warrington Road, is suitable for restoration and floodplain expansion purposes.

The HMGP Application will focus on securing funding for property acquisition located at 121 New Warrington Road, to support the NFWF Grant for flood plain expansion. The property of interest is owned by the Pugh Family Limited Liability Company, and currently operates as Pensacola Storage Inn, a storage rental facility. This property has flooded repeatedly and is located within the calculated 100-year flood plain.

Estimated cost: \$750,000 with a 25% County match of \$187,500. However, NFWF funding is expected to be used as a Grant match for a reduction to 0% match funds and HMGP providing for 100% of the project funding.

[Funding match will be leveraged utilizing the NFWF funds for Bayou Chico Restoration as a global match, for Old Corry Field Outfall Property Purchase for Flood Plain Management]

- B. Authorize the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and program-related documents for these three projects;
- C. Authorize the County Administrator or his designee, subject to Legal review and sign-off, to execute the subsequent Grant Applications for these three projects; and
- D. Accept, subject to Legal review and sign-off, Agreements, Easements, Hold Harmless Agreements, and other documents of conveyance as may be required from property owners of Escambia County, whose properties are designated as HMGP sites.

#### BACKGROUND:

The April 2014 storms produced floodwaters throughout Escambia County. Swollen streams caused excessive flooding and erosion that damaged many roadways, dams, culverts, and bridges. The work associated with these grant applications will assist us to acquire the funding to mitigate flooding of waterways, associated roadways, and properties. This will improve stormwater management systems in three separate drainage areas.

An abbreviated A&E selection process was completed for all three projects the week of

February 2, 2015, to provide scopes of work and fees for task orders to be processed to HDR, Inc., for Pin Oak Lane and Old Corry Field Outfall Property Purchase HMGP grant applications, and to Hatch-Mott MacDonald consulting firm for the Bristol Creek/Bristol Park/Ashbury Hills Area Flood Plain Management, Wetland Restoration, and Regional Pond Plan in the Elevenmile Creek Basin - Property Acquisition Plan.

The HMGP program reimburses 75% of the actual eligible construction costs, in addition to 75% of eligible design and property acquisition costs. Escambia County's obligation for the Bristol Creek/Bristol Park/Ashbury Hills Area Flood Plain Management, Wetland Restoration, and Regional Pond Plan in the Elevenmile Creek Basin - Property Acquisition Plan project is estimated at 25%, which is \$1,250,000 of the \$5,000,000 total project cost. The County's 25% match for the other two projects is expected to be \$375,000 of the \$1,500,000 total project cost for the Pin Oak Lane Project, and \$187,500 of the \$750,000 total project cost for the Old Corry Outfall Project.

Fortunately, NFWF funding is expected to be used as a grant match for a reduction to 0% matching county funds for the Old Corry Field Outfall Property Purchase. Additionally, it is expected the NFWF funding may also be used as a global match, as allowed by HMGP, providing for 100% of all three projects, creating a 0% match for the county. The total county obligation expected for all three projects is \$1,625,000, but has the potential to be reduced to \$0 in match funds provided that Florida Department of Emergency Management (FDEM)-FEMA accept the NFWF funding as a global match.

#### **BUDGETARY IMPACT:**

\$500,000 is currently allocated to the Elevenmile Creek Restoration Project for a portion of the funding of the 25% match available in Fund 352, LOST III, for Bristol Creek/Bristol Park/Ashbury Hills Area Flood Plain Management, Wetland Restoration, and Regional Pond Plan in the Elevenmile Creek Basin - Property Acquisition Plan. The additional \$800,000 may be appropriated from by budget amendment from the Old Corry Field Outfall project, if the HMGP grants are approved, since HMGP approval should include NFWF funding as a leveraged matching fund.

Funding for the 25% match is available in Fund 352, LOST III, Pin Oak Lane (Drainage Basin funds).

The funding match will be leveraged utilizing the NFWF funds for Bayou Chico Restoration Grant funding, as a global match for Old Corry Field Outfall Property Purchase for Flood Plain Management. Not only will the county not be required to provide a match for the Old Corry Field Outfall Property Purchase, the NFWF funds allocated by the Bayou Chico Restoration Project grant funding may also be used as match funding for all the HMGP projects, if approved.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

All documents requiring legal sign-off including the grant applications, grant agreements, easements, Hold Harmless Agreements, and other documents of conveyance as may be required from property owners of Escambia County whose properties are designated as HMGP sites will be routed to for legal sign-off prior to signatory approval by the County Administrator or Chairman, as specified in this recommendation.

#### PERSONNEL:

Public Works Department, Engineering Division staff will manage this grant.

#### POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy Section 11.A requires Board approval of grants.

#### IMPLEMENTATION/COORDINATION:

Public Works Department, Engineering Division staff will also administer the grant, as required by the contract agreement.

#### **Attachments**

Bristol Oaks Scope
NFWF Approval
Global Match Guide

## "Scope of Work" Summary Hazard Mitigation Grant Program (HMGP) Applications for

# Bristol Creek/Bristol Park/Ashbury Hills Area Flood Plain Management, Wetland Restoration, and Regional Pond Plan in the 11-Mile Creek Basin - Property Acquisition Plan

The general intent of this scope of work is to provide engineering services, as necessary for completion and submittal of HMGP grant applications for Bristol Park/Bristol Creek area, that flooded as a result of the April 29-30, 2014 storm event, that resulted in a negative impact to the public and private infrastructure, including approximately 160 homes and private properties. This area has repetitively flooded in multiple previous severe storm events, since the area started the development in 1988, as this area located along and within the FEMA flood hazard zone of 11-Mile Creek primary tributary. This project shall be evaluated utilizing existing County data on record, with the goal to provide and utilize the conceptual drainage alternatives presented in the 11-Mile Creek Master Plans prepared by Hatch-Mott MacDonald, in 1994, and updated in 1999 after Hurricane George, and in 2008. The CONSULTANT shall prepare a Property Acquisition Plan, and prepare/update cost estimates, considering existing stormwater data, and solutions provided, with the sole purpose of acquiring funding for the Property Acquisition Plan through the HMGP grant program. The HMGP application will provide the Property Acquisition Plan, and backup documentation provided in the basin studies, as necessary to secure grant funding to start the acquisition process, for as much of HMGP funding availability, that can be secured within the 3-year cycle of the April 2014 event declaration, and as the County can feasibility provide 25% matching funds.

In this area of 11-Mile Creek the primary tributary for this basin joins with the creek channel from a bridge crossing at Devine Farms Road, located on the downstream side of these developments. This presents a hydraulic and hydrological challenge for the contributing 11,000 acres that drains through the upper Northwest watershed of the 11-Mile Creek Basin, and the most serious flooding condition of the total 22,000 acre basin. The area of flood damaged homes along this creek are includes properties along Bristol Park Road, Harlington Street, Ashbury Lane, Harlington Place, Joshua Drive, Silhouette Drive, Rochester Drive, Woodbreeze Drive, Nightwind Circle, and Tara Circle on the Southwest end of the Creek before the creek crosses under I-10. The cause of the flood damage in the area appears to be due to the pond failures, encroachments into hazardous flood zone areas, and the limits of the 100 year and 500 year floodplain.

In order to capitalize on this HMGP grant funding availability, the scope of this project will <u>not</u> include a design or construction phases under this funding cycle. This project will include property and/or easement acquisition, in combination with property recently escheated to the County in the project area, to provide for reasonable regional pond siting locations, future channel and stream restoration improvements, including flood plain restoration. The planned design intent shall be presented in the HMGP application from the existing study data, in order to demonstrate the property acquisition needs for

this project to proceed to a design and construction phase at a later date. It is the intent of the County to jointly apply for other funding sources, such as the Water Management District state funding allocation from Amendment #1, and the multiple RESTORE ACT funding sources, of which may also be utilized as matching funds for this HMGP grant application.

Acquisition for rehabilitation of three (3) private failed dysfunctional stormwater ponds in the project area, is expected to be by donation, since the previous owners/developers are defunct company now. Surplus to the County of an FDOT parcel identified as a possible regional pond site is also likely, as County has already requested transfer of the property. Additionally another 4 stormwater ponds in the Bristol Creek subdivision recently escheated and are being evaluated for rehabilitation.

In order for the acquisition process to start, an understanding of the planned design intent shall be presented in the said grant applications. There have been multiple solutions to consider to address the flood stage in this area, as presented in 3 separate Master Drainage Plan Studies for the 11-Mile Creek basin. This planned project considers a combination of solutions, presented in the Master Plans.

The planned project will eventually include an increase in flood plain storage to offset the impacts of development encroachments into the natural flood plain of 11-Mile Creek. Wetland restoration, management, and preservation will be the key focus of this planed project to improve stream and wetland floodplain habitat, by stream/channel enhancements, floodplain expansion, flood plain storage, and invasive exotic species eradication. The other focus of this project is to reduce the flood stage in 11-Mile Creek that has flooded multiple property owners along the creek repetitively and most recently 160+ homes flooded in the April 29/30, 2014 storm event.

Due to large number of property owners impacted by this planned project, a future educational and public input component will be necessary. The estimated costs presented in 2008 basin study appeared unrealistic and not feasible. After re-evaluation the estimated costs \$43 Million presented in the 2008 plan and considering the previous 10-Mile Creek stream restoration project costs, it is expected this costs could reduced to approximately \$12.5 Million depending upon the extent of the stream restoration plan to be designed upon completion of acquisition.

In addition, to the proposed stream restoration, 11 regional ponds were proposed in the 11-Mile Creek Watershed Master Drainage Plan completed in 1999, with the 2008 update to include the above-referenced channel and stream restoration. The basin studies clearly show the flood plain elevation can be reduced by adding upgradient regional ponds, and associated conveyance system. The combination of partial stream restoration and floodplain management and providing regional ponds will provide the optimum funding potential to lower the flood stage in the creek next to the subject project Bristol Park, Bristol Creek, and Ashbury Hills Subdivisions and lesson the repetitive flooding, while also providing water quality improvements for a 303d listed water body.

Since 1999, 2 of the 11 regional ponds identified in the 1999 study have become developments. Additionally the Blue Pit pond was constructed as a result of the 2008 basin study. There are still 9 regional ponds remaining to consider for funding. The regional pond acquisition process will need to be acquired in phases as funding becomes available, with subsequent designs and construction to be completed. The goal is to acquire the necessary properties for regional ponds to prevent additional development for further impacting the creek flood stage. Lack of a Property Acquisition Plan with identified regional Pond Siting locations, will result in further flood stage increases and creek degradation

Another alternative listed in the 1999 study was to purchase 35 homes located in the 100-Year flood plain, estimated \$7.7 Million, but this alone does not address extreme storm events. The estimated costs for 11 regional ponds and associated infrastructure is \$26.5 Million. For 9 regional ponds the estimated costs is approximately **\$22 Million**. However, the optimum solution to provide the most benefit to the public is a combination of stream restoration, regional ponds, and purchasing properties within the flood plain. This could reduce the home purchases in the flood plain to approximately **\$1.5 Million**. Estimates to purchase or acquire easement over the creek flood plain, have not been developed yet, due to the uncertainty of donation vs. purchase. When completely implement this project plan will restore portions of the flood plain to natural habitat, provide water quality improvements, create and preserve wetland habitat, and provide for flood control.

The total combined estimated project costs for partial stream restoration, 9 regional ponds, and purchase of 7 homes within the flood plain are approximately \$36 Million, and requires a phased approach to property acquisition, design, and construction. Therefore, due to the 3 year limitation of the grant cycle, only property acquisition and Property Acquisition Plan need to be included in the HMGP funding request.

Property acquisition and a Property Acquisition Plan will be the first phase of this project, and is the goal and intent of the scope of work to be presented within the LMS-HMGP Application.

#### Task 1 Conceptual Review of Records for LMS-HMGP application

This project has records to review to extract information in preparation for the LMS and the HMGP applications. After review of available records, the CONSULTANT will provide a conceptual plan summary, associated maps, and costs estimates, as appropriate to provide a Property Acquisition Plan and grant application.

Available records, hydraulic and hydrology studies, plan concepts, etc. can be found on our ftp site under the following folders links (username & password: **escambia**):

ftp://ftp.myescambia.com/11%20Mile%20Creek%20Basin/

#### Task 2 – Evaluation of Potential Improvements

The CONSULTANT shall review and evaluate the conceptual plans provided in the FTP links, and a provide a Property Acquisition Plan and develop any conceptual plans, as described in the goals to accompany the grant application, as specified in the general intent of the Scope of Work. The CONSULTANT shall develop conceptual plan considerations to accompany the Property Acquisition Plan to ameliorate the flooding impacts. These conceptual alternatives shall be evaluated for practicality and constructability. Preferred conceptual alternatives shall be presented to the County, with the County's concurrence, and a rough cost estimate for the preferred alternative shall be developed or modified to reflect current cost estimating.

A Property Acquisition Plan and brief technical memo discussing the proposed alternatives, including expected acquisition cost estimates and associated ballpark design/construction plan concept cost, to remedy the flooding in the study area shall be prepared and submitted to the County. This shall be based upon review of the 11-Mile Creek Master Drainage Plans. Based upon the level of detail in the master plans on file H & H modeling is not expected to be necessary for the grant applications. The grant applications can reference previous study information without running a stormwater model for this scope of work.

### <u>Task 3– Compilation of Property Acquisition Plan and associated Technical Memoranda into a Final Report</u>

The Consultant will compile the technical memoranda developed, a Property Acquisition Plan, and submit a Final Report. A draft version of the Final Report shall be submitted to the County for one (1) round of review and comment. The CONSULTANT shall meet with the County to discuss or clarify any comments issued, and then incorporate the comments into the final version of the Final Report.

#### Task 4 Hazard Mitigation Grant Program (HMGP) Applications

The CONSULTANT shall gather the information and data from County staff, from the past studies, other appropriate sources, and as present in the Technical Memoranda, as necessary to prepare a State of Florida – Joint Hazard Mitigation Grant Program (HMGP) Application. The HMGP also requires a Board Mitigation Initiative Proposal application through the Local Mitigation Strategy (LMS) Board, as needed to provide a funding sources for recommended Property Acquisition Plan.

The CONSULTANT shall conduct a benefit-costs analyses as required by these grant applications, and all required application information to satisfy a complete application. Refer to FEMA benefit-cost analysis page at <a href="http://www.fema.gov/benefit-cost-analysis">http://www.fema.gov/benefit-cost-analysis</a>.

Information for preparing these applications can be found at <a href="http://www.floridadisaster.org/Mitigation/Hazard/index.htm">http://www.floridadisaster.org/Mitigation/Hazard/index.htm</a> for the HMGP process and <a href="http://www.myescambia.com/business/ds/local-mitigation-strategy">http://www.myescambia.com/business/ds/local-mitigation-strategy</a> for the LMS process.

The consultant will provide specialized assistance, technical support, and advise in connection with the development of these grant applications. It is expected the CONSULTANT will utilize ARCADIS U.S., Inc. for grant related tasks, as a subconsultant. However, the CONSULTANT may utilize in-house staff or other grant related specialists. This application process shall begin early in the study and be ready for submittal before the scheduled listed below:

#### **Schedules:**

The following deadlines for application submittals shall be considered by the CONSULTANT.

Applications shall be submitted to the LMS prior to the following LMS meetings, in order to be considered for an HMGP grant application:

February 10, 2015 or February 17, 2015, and may be one scheduled in early March prior to the March 9, 2015 deadline.

#### LMS information may be found at:

http://www.myescambia.com/sites/myescambia.com/files/pages/2012/Oct/Local%20Mitigation%20Strategy%20/LMS-September\_2010\_approved\_000.pdf

HMGP deadline for submittal:

March 9, 2015

#### HMGP submittal requirements:

Please provide four completed copies of the State of Florida Hazard Mitigation Grant Program Application and all appropriate attachments. The application and all other pertinent forms may be obtained at the Division's website located at <a href="http://www.floridadisaster.org/Mitigation/Hazard/forms.htm">http://www.floridadisaster.org/Mitigation/Hazard/forms.htm</a>. You may also contact the Division directly at (850) 487-2053.

#### Completed applications must be sent to the following address:

ATTN: Kathleen Marshall, Hazard Mitigation Grant Program Florida Division of Emergency Management Mitigation Section 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

- 1. Do you require original signatures on all 4 copies, or can it be copes of the signed original? Response: 1 original and 3 identical copies.
- Will scanned electronic copies on disc be sufficient for submittal or do I need 4 paper copies?
   Response: Please provide applications in hardcopy and back-up documents/attachments and photos on disc.

#### **Deliverables:**

- Two (2) hard copies of technical memo in electronic PDF file format for review.
- Five (5) hard copies of Property Acquisition Plan and associated Technical Memoranda into a Final Report a copy of the report in electronic PDF file format.
- Four (4) hard copies of the complete HMGP applications and a copy in electronic PDF file format. Copies for submittal to the LMS maybe is electronic format and placed on the ftp site for the LMS board review.

#### **Funding Source:**

Fund Code: 352 "LOST III"Cost Center: 210107Object Code: 56301

Project Number and funding availability:

o \$500,000 LOST

#### **Estimated Study Cost:**

Not To Exceed \$50,000

#### **Estimated Property Acquisition Cost to be requsted by the grant:**

• \$5,000,000 with a 25% County Match of \$1,250,000

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National Fish and Wildlife Foundation - FL Gulf Environmental Benefit Fund 2014, Full Proposal

Title: Bayou Chico Restoration Organization: Escambia County

#### **Grant Information**

**Title of Project** 

Bayou Chico Restoration

**Total Amount Requested** \$ 11,032,250.00 **Matching Contributions Proposed** \$ 2,183,000.00

**Proposed Grant Period** 01/01/2015 - 01/01/2018

#### **Project Description**

The Bayou Chico Restoration proposal works to fulfill the NFWF focal area to restore and maintain the ecological integrity of priority coastal bays and estuaries. The proposal includes a suite of projects intended to assist in the restoration of Bayou Chico and serve to complement or accelerate planned restoration activities identified in the Florida Department of Environmental Protection's restoration plan for the Bayou. The proposal includes stormwater treatment facilities and stream restoration. Expected outcomes include restored and greatly improved benthic habitat quality, increased biological diversity and productivity, and improved water quality to assist in achievement of the total maximum daily load established for the Bayou.

#### **Project Abstract**

The Bayou Chico watershed is located in the southern end of Escambia County with a 10.36 square-mile drainage basin area and a water surface area of approximately 0.39 square-miles. Bayou Chico and the related rivers are designated for community recreation and maintaining a healthy set of fish and surrounding wildlife. Unfortunately, all of these waterbodies do not meet their designated uses and are considered impaired. The surrounding areas are urbanized, filled primarily by long established subdivisions, industries and commercial users. The Bayou connects with Pensacola Bay, home to 70 delicate animal species and another 68 plant species that are equally vulnerable. Bayou Chico formerly was a productive spawning and nursing area for estuarine including fish, shrimp, crabs and oysters. The Bayou Chico Restoration proposal a suite of projects intended to assist in the restoration of Bayou Chico and serve to complement or accelerate planned restoration activities identified in the Florida Department of Environmental Protection's restoration plan for the Bayou. The proposal includes stormwater treatment facilities and stream restoration. Expected outcomes include restored and greatly improved benthic habitat quality, increased biological diversity and productivity, and improved water quality to assist in achievement of the total maximum daily load established for the Bayou.

#### **Organization and Primary Contact Information**

Organization
Organization Type
Organization Web Address
Organization Phone
Street Line 1
Street Line 2

Escambia County State or Local Government www.myescambia.com



National Fish and Wildlife Foundation - FL Gulf Environmental Benefit Fund 2014, Full Proposal

Title: Bayou Chico Restoration Organization: Escambia County

City, State, Country, Postal Code Pensacola, Florida, North America - United States

Region (if international)

Organization Congressional District District 1 (FL)

Primary Contact Mr. Taylor Kirschenfeld

Position/Title Senior Scientist

Street Line 1 Escambia County Water Quality & Land Management Division

Street Line 2 3363 West Park Place

City, State, Country, Postal Code Pensacola, Florida, North America - United States, 32505

Region (if international)

Phone and E-mail 850-595-3449 x; chips\_kirschenfeld@co.escambia.fl.us

**Keywords** Conservation Action; Major Habitat Type; Other; Species

Sub-keywords Action - Land/Water Management; Action - Land/Water Protection;

Action - Livelihood, Economic & Defension - Rivers, lakes and streams and riparian zone; Freshwater - Wetland; Other; Species - Amphibian; Species - Fish; Species - Invertebrate; Species - Mammal; Species - Mammal

Plant

Other Keyword(s) Water Quality

National Fish and Wildlife Foundation - FL Gulf Environmental Benefit Fund 2014, Full Proposal

Title: Bayou Chico Restoration Organization: Escambia County

#### **Project Location Information**

Project Location Description Bayou Chico, Pensacola Bay, Escambia County, FL

The Bayou Chico Watershed consists of Bayou Chico, which discharges to Pensacola Bay, and the tributaries of Jones Creek, Jackson Creek, and Maggies Ditch. Bayou Chico has a drainage area of 10.36 square miles and a water

surface area of 0.39 sq. mi.

Project Country(ies) North America - United States

Project State(s) Florida

Project Congressional District(s) District 1 (FL)

#### **Permits and Approvals**

Permits/Approvals Description: All required permits from federal, state, and local governments will

be obtained for all projects.

Permits/Approvals Status: Intend to Apply

Permits/Approvals Agency-Contact Person: Florida Department of Environmental Protection, Escambia County,

Corps of Engineers, City of Pensacola

Permits/Approvals Submittal-Approval Date: 6/30/2015 12:00:00 AM

 $National\ Fish\ and\ Wildlife\ Foundation-FL\ Gulf\ Environmental\ Benefit\ Fund\ 2014,\ Full\ Proposal$ 

Title: Bayou Chico Restoration Organization: Escambia County

#### Salaries and Benefits

	Units	Cost Per Unit	Total
Water Quality Scientist	1200	\$25.00	\$30,000.00

Total Salaries and Benefits			\$30,000.00
A Water Quality Scientist will be employed to manage the mor	nitoring aspect of this	project. 880 hours @ \$25 p	er hour

#### Equipment

Units	Cost Per Unit	Total

Total Equipment		\$0.00

#### **Contractual Services**

	Units	Cost Per Unit	Total
Construct Bill Gregory Park Stormwater Project	1	\$2,180,000.00	\$2,180,000.00
Construct "R" Street Stormwater Project	1	\$865,000.00	\$865,000.00
Construct Jones Creek and Jackson Creek Stream Restoration Project	1	\$2,782,000.00	\$2,782,000.00
Design and permit Jones Creek and Jackson Creek Project	1	\$160,000.00	\$160,000.00
Monitor Jones Creek and Jackson Creek - Stream Condition Index	1	\$8,000.00	\$8,000.00
Construct Beach Haven Stormwater Project	1	\$4,987,250.00	\$4,987,250.00

Total Contractual Se	ervices		\$10,982,250.00
Engineer's estimate			

 $National\ Fish\ and\ Wildlife\ Foundation-FL\ Gulf\ Environmental\ Benefit\ Fund\ 2014,\ Full\ Proposal$ 

Title: Bayou Chico Restoration Organization: Escambia County

#### **Supplies and Materials**

	Units	Cost Per Unit	Total	
Monitoring supplies and materials	1	\$20,000.00	\$20,000.00	
Total Supplies and Materials				
			\$20,000.00	
Printing				
	Units	Cost Per Unit	Total	
Total Printing	1			
Total Timung			\$0.00	
Travel				
	Units	Cost Per Unit	Total	
Total Travel				
Total Harts			\$0.00	
Other				
	Units	Cost Per Unit	Total	
T . I Ou	,			
Total Other			\$0.00	
Budget Grand Total		1	\$11,032,250.00	



National Fish and Wildlife Foundation – FL Gulf Environmental Benefit Fund 2014, Full Proposal

Title: Bayou Chico Restoration Organization: Escambia County



National Fish and Wildlife Foundation – FL Gulf Environmental Benefit Fund 2014, Full Proposal

Title: Bayou Chico Restoration Organization: Escambia County

#### **Matching Contributions**

**Matching Contribution Amount:** \$2,183,000.00

Type: Cash Status: Received

**Source:** Grants, Local Option Sales Tax

**Source Type: Description:**Non-Federal
Escambia County

**Total Amount of Matching** \$2,183,000.00

Contributions

National Fish and Wildlife Foundation - FL Gulf Environmental Benefit Fund 2014, Full Proposal

Title: Bayou Chico Restoration Organization: Escambia County

#### **Activities and Outcomes**

Funding Strategy: Habitat Management

Activity / Outcome: Gulf - BMP implementation for nutrient or sediment reduction - Lbs N avoided

(annually)

Description: Enter the amount of nitrogen prevented from entering system annually

Required: Recommended

Lbs N avoided (annually) - Current: 0.00

Lbs N avoided (annually) - Grant Completion: 1575.6

Notes:

Funding Strategy: Habitat Management

Activity / Outcome: Gulf - BMP implementation for nutrient or sediment reduction - Lbs sediment

avoided (annually)

Description: Enter the amount of sediment prevented from entering system annually

Required: Recommended

Lbs sediment avoided (annually) - Current: 0

Lbs sediment avoided (annually) - Grant Completion: 127063

Notes:

Funding Strategy: Habitat Management

Activity / Outcome: Gulf - BMP implementation for nutrient or sediment reduction - Lbs P avoided

(annually)

Description: Enter the amount of phosphorous prevented from entering system annually

Required: Recommended

Lbs P avoided (annually) - Current: 0.00

Lbs P avoided (annually) - Grant Completion: 372.9

Notes:



 $National\ Fish\ and\ Wildlife\ Foundation-FL\ Gulf\ Environmental\ Benefit\ Fund\ 2014,\ Full\ Proposal$ 

Title: Bayou Chico Restoration Organization: Escambia County

The following pages contain the uploaded documents, in the order shown below, as provided by the applicant:

Certificate of Good Standing Certificate of Insurance Conflict of Interest Disclosure GAAP audited financial statements Statement of Litigation Spatial Data GEBF Detailed Cost Proposal GEBF Full Proposal Narrative

The following uploads do not have the same headers and footers as the previous sections of this document in order to preserve the integrity of the actual files uploaded.



#### **Full Proposal Project Narrative**

**Instructions:** Save this document on your computer and complete the narrative in the format provided. The final narrative should not exceed twenty-five (25) pages; do not delete the text provided below. Once complete, upload this document into the on-line application as instructed. Note: the maximum file size allowed per upload is 15MB. When possible, larger graphics, including but not limited to, photos, organizational charts, work plan diagrams, and Gantt charts, should each be uploaded and appropriately labeled in the "Uploads" section as an appendix to the Proposal Narrative.

#### 1. Project Background:

- a. Description of the project area, including habitat types and acreage, and watershed or ecoregion within which the project area is found, as appropriate.
- b. Discussion of the habitat or species trends (change in extent and/or quality) and direct causes of loss or decline in the project area. What ecological problems have been identified in the vicinity of the project area that the project seeks to address?
- c. Is the project identified within a natural resource management or restoration plan(s) or does it otherwise advance specific objectives of such plan(s)? If so, how was this project prioritized for funding consideration?

The Bayou Chico watershed is located in the southern end of Escambia County with a 10.36 square-mile drainage basin area and a water surface area of approximately 0.39 square-miles. The surrounding areas are urbanized, filled primarily by long established subdivisions, industries and commercial users. The Bayou connects with Pensacola Bay, home to 70 delicate animal species and another 68 plant species that are equally vulnerable. Bayou Chico serves as a spawning and nursing area for estuarine including fish, shrimp, crabs and oysters.

The concerned watershed includes Bayou Chico, which flows directly into Pensacola Bay, and the following streams or areas that discharge into the Bayou or the Bay – Jones Creek, Jackson Creek, Bayou Chico Drain, Bayou Chico Beach and Sanders Beach.

Prior to 1971, at least eight wastewater facilities discharged directly into Bayou Chico. The long history of local community and industrial activities was the source of numerous problems including untreated stormwater runoff, industrial pollution and an excessive amount of nutrient input. The wastewater discharges have been stopped - significantly improving the water quality over the last decade – but we are still short of achieving official Florida water quality standards.

Bayou Chico and the related rivers are designated for community recreation and maintaining a healthy set of fish and surrounding wildlife. Unfortunately, all of these waterbodies do not meet their designated standard levels for fecal coliform or nutrient levels and are considered impaired.

In June 2008, the Florida Department of Environmental Protection (Department) adopted a Total Maximum Daily Load (TMDL) for these waterbodies that addressed the pollution, especially fecal coliform. The Department worked hard with local interests including Escambia County and its Department of Health, city of Pensacola, Emerald Coast Utility, Florida Department of Transportation, the University of West Florida, Bayou Chico Association, representatives from the U.S. Naval Air Station and our partners at the Northwest Water Management District.

Beginning in February 2009, the Department ramped up the restoration goals for Bayou Chico through a series of nine scientific meetings with community interests and local governments. All meetings were open to the general public to add their observations and concerns. The ultimate goal was to collect scientific data about watershed pollution, find the

sources and develop a consistent, achievable series of projects to be undertaken by each group in order to achieve the TMDL standards.

As a result of this cooperation, the Department was able to adopt the Bayou Chico Watershed Basin Management Action Plan (BMAP) in October 2011. This plan designates more than more than 80 projects throughout the list of partners to address water quality improvement. Projects include better stormwater management by local governments, neighborhood street sweep programs and a new standard of scientific inspection conducted by the local environmental protectors. The full plan and annual progress reports can be viewed at:

#### http://www.dep.state.fl.us/water/watersheds/bmap.htm

At this point in time local groups have completed 52 projects at the approximate cost of \$25 million. An additional 37 projects are currently identified to improve Bayou Chico. These projects are currently unfunded by approximately \$53 million with a goal of removing pollutants by tens of thousands of pounds. The NFWF Bayou Chico Restoration Project will continue the surge created by local and regional caretakers to return Bayou Chico to an ideal recreational area for fishers, boaters and swimmers alike.

Pursuant to Section 303(d) of the federal Clean Water Act, the Florida Department of Environmental Protection (FDEP) has developed and adopted Total Maximum Daily Loads (TMDLs) for the waterbody segments identified as impaired. A TMDL is the maximum amount of a specific pollutant that a waterbody can assimilate while maintaining its designated uses. A Fecal Coliform TMDL for the Bayou Chico watershed was adopted by rule 62-304.330(1), F.A.C., and requires a 61% reduction in sources contributing to the problem. In addition, there is a nutrient TMDL for a portion of Bayou Chico that requires a 30% reduction in both total nitrogen (TN) and total phosphorus (TP). The nutrient TMDL for Bayou Chico can be viewed at:

#### $\underline{http://www.dep.state.fl.us/water/tmdl/final\_tmdl.htm}$

The Bayou has other water quality problems in addition to nutrients and fecal coliform. Both the Northwest Florida Water Management District (NWFWMD) and the University of West Florida (UWF) have published studies that indicated the presence of polycyclic aromatic hydrocarbons (PAHs), pentachlorophenols (PCPs), and trace metals in both the sediments and water in Bayou Chico (Debusk et al. 2002; Liebens et al. 2007). A review of the scientific literature shows that the quality of the water and sediments in Bayou Chico has been, and is still, affected by a variety of pollutants. Liebens et al. (2006) state, "In the 1970s, organic pollutants were found to be many times higher than typical values for coastal sediments." Studies have shown elevated levels of polychlorinated biphenyls (PCBs) and dioxins/furans in seafood from the bayou (Snyder and Karouna-Renier 2009). Trace metals are also elevated in the main part of the bayou and between two topographic constrictions in the northern half of the bayou. Organisms affected by the pollution of Bayou Chico have diminished in density and diversity. Continued growth in the City of Pensacola and the adjacent suburban areas has increased the discharge of untreated runoff, causing increases in both sediment and nutrient loading that have had adverse effects on the ecology of Bayou Chico and Pensacola Bay.

- **2. Project Description:** Information in this section should be presented consistently with the conservation focal areas and actions developed for the GEBF. These may be found on the NFWF website (www.nfwf.org/gulf).
  - a. What are the goals(s) and quantifiable natural resource objectives of the proposed project?
  - b. Describe the strategy that will be used to address identified problems and meet the goals and objectives of the project.
  - c. Describe how the project will directly remedy harm to, or reduce risk of future harm to, natural resources (habitats, species) impacted by the Deepwater Horizon event.

- d. What are the expected short-term net benefits to Gulf Coast natural resources and long-term measurable outcomes? This should be expressed in the narrative consistently with the project metrics identified in the "Project Activities and Outcomes" section of the Easygrants process and the monitoring plan sections described below.
- e. If this project is a continuation or expansion of an existing project, describe the status and results/outcomes achieved to date.
- f. If applicable, please describe existing and planned projects (e.g., conservation or restoration projects, development activities, etc.) in the vicinity that may interact (positively or negatively) with this proposed project. Please describe any planned actions that will help to either enhance or reduce these interactions with potentially affected projects in the Scope of Work section below.
- g. Discuss major uncertainties in project planning or design and implications for achieving the stated goals and objectives.
- h. Discuss major project risks (e.g., important underlying assumptions that would cause the project to be ineffective if the assumption proves to be incorrect, potential impacts on adjacent areas, threats due to changing conditions over time such as sea level rise, etc.). The scope of work should include appropriate measures to mitigate these identified risks.
- i. Discuss how the project is or will be designed to ensure the sustainability of the intended conservation outcomes.

The Bayou Chico Restoration proposal works to fulfill the NFWF focal area to restore and maintain the ecological integrity of priority coastal bays and estuaries. Specifically, this project addresses the following metrics: amount of nitrogen prevented from entering the system annually; amount of phosphorus prevented from entering the system annually; and amount of sediment prevented from entering the system annually. The proposal includes a suite of projects intended to assist in the restoration of Bayou Chico and serve to complement or accelerate planned restoration activities identified in the Florida Department of Environmental Protection's restoration plan for the Bayou. The proposal includes stormwater treatment facilities, septic tank removal and connection to central sewer, and stream restoration. Expected outcomes include load reductions in nitrogen, phosphorus, BOD, TSS, and sediment; restored and greatly improved benthic habitat quality; increased biological diversity and productivity; and improved water quality to assist in achievement of the total maximum daily loads established for the Bayou. The expected Pollutant Load Reductions by Project are listed below in Table 1.

Table 1

**Pollutant Load Reductions by Project** 

Project	TN	TP	BOD	TSS	Sediment
rioject	lbs/yr	lbs/yr	lbs/yr	lbs/yr	lbs/yr
Beach Haven Stormwater Retrofit	965.0	220.6	6,096.9	21,813	28,683
Bill Gregory Park Stormwater Retrofit	198.1	36.0	1,058.9	7,798	7,800
Jackson Creek Stream Restoration / Floodplain Expansion	225.0	204.0	3,786.7	130,200	37,620
Jones Creek Stream Restoration / Floodplain Expansion	187.5	170.0	2,458.5	108,500	31,360
"R" Street Stormwater Retrofit	0.0	78.9	2,324.8	21,616	21,600
Totals	1,575.6	372.9	16,711.1	289,927	127,063

The proposed projects include:

• Bill Gregory Park Regional Stormwater Treatment Facility project will capture and treat stormwater runoff from approximately 37 acres currently discharging untreated runoff directly into the eastern head waters of Bayou Chico. The facility improvements will include a two-tier treatment train system with proprietary pretreatment units upstream to remove debris and floatables prior to entering a wet detention pond. The pond will be

approximately 2.5 acres in size and will take an innovative approach to stormwater management by having multiple ecological benefits. In addition to its water quality improvement, the pond will also serve as a wetland habitat for a variety of plants, birds and other aquatic animal species. This project has an estimated cost of \$2,180,000.

- 'R' Street at Maggie's Ditch Stormwater Treatment Enhancement Project will capture and provide an element of treatment for stormwater runoff from approximately 225 acres of primarily commercial area currently discharging untreated runoff directly into Maggie's Ditch, a manmade wetland tributary that discharges to head waters of eastern Bayou Chico. The proposed project is currently listed in the approved projects under the restoration plan for Bayou Chico, and improvements will include a proprietary underground treatment unit to remove an estimated 50% of total suspended solids (TSS) and debris/floatables prior to entering Maggie's Ditch. It is estimated the system will remove approximately 20 tons of solids annually that would otherwise be discharged into Maggie's Ditch and Bayou Chico. The project will also serve to protect the already completed Maggie's Ditch Wetland Enhancement Phase I and II projects as identified in the restoration plan. This project has an estimated cost of \$865,000.
- Beach Haven Northeast Stormwater Improvement Project Phase I The majority of the existing development in the Beach Haven area is served by limited stormwater management systems. Therefore untreated stormwater runoff flows directly into Jones Creek and Bayou Chico contributing to water quality impairment. Escambia County has initiated design for the Beach Haven Northeast Stormwater Improvement Project, and the design plans are 60% complete at this time. Escambia County has committed to a cost share of \$2,183,000 and is seeking NFWF funding of \$4,987,250 for this project. Escambia County's cost share includes funds from the County Community Redevelopment Agency, the County Neighborhood Enterprise Fund, Community Development Grant funds, and a Florida Department of Environmental Protection grant to contribute toward new stormwater treatment in the Beach Haven area.
- The Jones Creek and Jackson Creek stream and wetland floodplain habitat restoration project would restore 2,500 linear feet of Jones Creek and 3,000 linear feet of Jackson Creek and includes stream enhancements, floodplain expansion, riparian wetland restoration, and invasive exotic species eradication. Rosgen Natural Stream Channel Design principles will be utilized. The project will result in over 4 acres of wetland floodplain expansion and habitat restoration along Jones Creek, and over 2 acres of wetland floodplain expansion and habitat restoration along Jackson Creek. In addition to the expected water quality benefits shown in Table 1, stream restoration projects are expected to provide a minimum 3X increase in macroinvertebrate species (300% increase) due to improved benthic habitat quality. This project would expand on the already completed Jones Creek East Stream Restoration project that restored 1,200 linear feet of Jones Creek between Navy Boulevard and Old Corry Field Road. This project has an estimated cost of \$3,000,000.

These projects will reduce sediment and nutrient loadings to Bayou Chico, reduce BOD, reduce TSS, reduce turbidity, increase water clarity, and improve light penetration for photosynthesis to enable expansion of submerged aquatic vegetation (SAV) and emergent marsh habitat. SAV and emergent marsh provide critical habitat to remedy the harm to fish, shrimp, crabs, and other estuarine species that were negatively affected by the Deepwater Horizon oil spill. These projects will also complement the proposed Natural Resource Damage Assessment Early Restoration Pensacola Bay Living Shoreline Project, specifically the living shoreline proposed for Sanders Beach near the mouth of Bayou Chico. Bayou Chico was the site of the only regional staging area for the Deepwater Horizon Oil Spill cleanup operations. There were only two staging areas in all of Florida. As a result, Bayou Chico was directly impacted by the increased 24-hour per day boat traffic, oil skimmer vessels, oiled vessel hulls, oiled boom unloading, increased turbidity, and general maintenance and operations. For this reason, as well as the fact that Bayou Chico has TMDL pollutant load reduction goals and a Basin Management Action Plan (BMAP) that was developed by community stakeholders and FDEP, Bayou Chico has been prioritized for restoration activities because the list of proposed restoration projects has already been vetted by the community and local and state agencies. An active water quality monitoring program in Bayou Chico, which is a requirement of the BMAP, is being conducted by Escambia County Water Quality & Land Management Division. The requested NFWF funding is a complement to the community stakeholder funding and investment that has been made, and will be made in the future, to ensure that the secretarial order of the BMAP is carried out.

#### 3. Scope of Work:

- a. Provide a comprehensive narrative statement that describes the methodology that will be used to complete the Scope of Work. This methodology should detail and thoroughly describe the primary tasks, the activities and deliverables associated with each task, and how each task will contribute to implementing the project as described above. If applicable, describe any planning, design/engineering, and permitting that will be required prior to beginning any project construction/implementation and how the project team will complete those necessary steps and obtain all relevant permits. If the proposed work requests funding for only an initial planning or design phase of a project, please describe the anticipated project implementation and funding mechanisms that would result in full project implementation. If applicable, General Project Management and Coordination should be identified as one distinct task.
- b. Please identify key project staff and describe their project role, their expertise, and their prior experience in accomplishing similar projects. If applicable, what sub-recipients (e.g., other organizations, agencies, consultants) are expected to be included within the project team? Describe their respective project role, expertise and prior experience. Note that selection of sub-recipients must conform to applicant's applicable policies and procedures and GEBF Funding Agreement.
- c. Provide an organizational chart that identifies the individuals responsible for the completion of each task of the Scope of Work and illustrates the lines of authority. Please ensure that the organizational chart includes each key staff member identified above.

The Scope of Work for this project includes three primary tasks: Design and Permitting, Construction, and Monitoring. The deliverables for each of these primary tasks are: 100% design plans; all required permits from federal, state, and local agencies; construction completion; and monitoring data. The project manager will be responsible for determining the required permits, and ensuring that the permit applications are submitted in a timely manner. Permits will be required from the Corps of Engineers, Florida Department of Environmental Protection, Escambia County, and the City of Pensacola.

Escambia County will manage all aspects of the Bayou Chico Restoration Project. The Project Manager for the Bayou Chico Restoration Project is Taylor "Chips" Kirschenfeld, Senior Scientist and Division Manager with Escambia County. Chips has over 25 years of experience managing grant-funded projects for the Florida Department of Environmental Protection, the Ecosystem Restoration Support Organization, Inc., and Escambia County Water Quality & Land Management Division. Grant management experience includes USEPA water quality, wetland restoration, and energy efficiency grants; FDEP Section 319 grants; USFWS Coastal Program grants; NWFWMD Florida Forever grants; Enterprise Florida Defense Infrastructure grants; and NFWF Five Star grants. Chips will be responsible for all grant management tasks including budget and grant status reporting. Additional grant management support will be provided as needed by Escambia County staff in the Public Works Department, Community & Environment Department, Budget Department, and County Clerk's Office. The City of Pensacola will provide support staff and assistance as needed.

Escambia County frequently utilizes local engineering consulting firms to assist with design and permitting, and local contractors to complete the construction of projects. It is anticipated that these tasks will be contracted. Escambia County follows State Purchasing requirements and guidelines to select the appropriate contractors for design, permitting, and construction. Monitoring will be managed by Escambia County Water Quality & Land Management Division scientists.

**Bayou Chico Restoration Project Organizational Chart** 

NFWF

# Taylor "Chips" Kirschenfeld Project Manager Escambia County Support Staff City of Pensacola Support Staff Contractors Engineering/Design Firms

**Construction Contractors** 

<u>4. Project Schedule:</u> The project schedule should be detailed and identify the primary tasks, associated deliverables or milestones, and the planned completion date by task. The completion date for the project (or awarded phase of the project) must occur within five (5) years from the beginning of the project period unless otherwise approved by NFWF.

Primary Task	Deliverable or Milestone	Planned Completion Date
<ul> <li>Bill Gregory Park Stormwater Project</li> <li>Design and Permitting</li> <li>Construction</li> <li>Monitoring</li> </ul>	<ul><li>100% Plans and Permits</li><li>Constructed Project</li><li>Monitoring Data</li></ul>	<ul><li>6/30/2015</li><li>6/30/2017</li><li>1/1/2018</li></ul>
"R" Street Stormwater Project  Design and Permitting Construction Monitoring	<ul><li>100% Plans and Permits</li><li>Constructed Project</li><li>Monitoring Data</li></ul>	<ul> <li>6/30/2015</li> <li>6/30/2017</li> <li>1/1/2018</li> </ul>
Beach Haven Stormwater Project	<ul><li>100% Plans and Permits</li><li>Constructed Project</li><li>Monitoring Data</li></ul>	<ul><li>6/30/2015</li><li>6/30/2017</li><li>1/1/2018</li></ul>
Jones Creek and Jackson Creek Stream Restoration	<ul> <li>100% Plans and Permits</li> <li>Constructed Project</li> <li>Monitoring Data</li> </ul>	<ul> <li>6/30/2015</li> <li>6/30/2017</li> <li>1/1/2018</li> </ul>

**5. Long-term Management**: Please describe the actions required to adequately manage, operate, and maintain the project over its project lifespan. If funds are being requested from the GEBF to implement these activities, please include this request as a separate task in the detailed budget. If external sources of funding will be used, please include a description of the funding source in the narrative, identify the source in the "Matching"

Contributions" section online, and upload a letter of commitment from the appropriate entity assuring that these funds will be made available in the "Uploads" section.

As appropriate given the nature of the project (e.g., projects involving new infrastructure or requiring regular maintenance), Applicants may be expected to prepare an operations and maintenance plan to describe the activities that will be necessary to ensure sustainability of the project's conservation objectives. In such cases, the operations and maintenance plan should be prepared during the appropriate planning or engineering & design phase of the project. Project funds may be requested to develop and implement this plan. If an operations and maintenance plan has already been prepared, please submit the completed plan as an upload as part of the full proposal process.

Long-term management of the Bayou Chico Restoration Projects will be handled by the City of Pensacola (Bill Gregory Park Stormwater, "R" Street Stormwater) and Escambia County (Beach Haven Stormwater, Jones Creek and Jackson Creek Stream Restoration). The City of Pensacola and Escambia County will utilize appropriations from their General Funds and Local Option Sales Tax Funds. All entities have experienced maintenance staff and crews that will manage, operate, and maintain these projects over their lifespans.

In addition, the Northwest Florida Water Management District requires stormwater management systems to be designed with a 25-year effective service life and require improvements to be maintained throughout the service life. The County or City will be required to test the stormwater treatment facilities every three years and provide documentation to the Water Management District that the systems are operating as designed. The maintenance requirements and three year testing requirements of the District will also serve to ensure that the project will meet or exceed its service life.

6. Project Monitoring and Adaptive Management: Provide a detailed description of plans to monitor and adaptively manage the proposed work, as appropriate. Projects are required to complete adequate pre- and post-project monitoring in order to: assess if the project has achieved, or is on track to achieve, the specific goals and objectives outlined in the project description (above); to understand why the project has, or has not, performed as anticipated; to inform adaptive management of the proposed project; and to improve the effectiveness and efficiency of implementation of future projects. Applicants will be expected to utilize standard monitoring protocols adopted by Gulf resource agencies and leverage ongoing monitoring efforts, as appropriate, to facilitate cross-program assessment of project performance within Gulf ecosystem recovery efforts (i.e., NRDA and RESTORE programs). Monitoring and adaptive management plans must be prepared in accordance with the guidance provided within the GEBF full proposal guidelines. It is expected that such plans be prepared during the appropriate planning or engineering & design phase of the project. If a detailed monitoring and adaptive management plan has already been prepared, please submit the completed plan as part of the full proposal process. The costs associated with the development and implementation of the monitoring and adaptive management plan may be included in this request and should be included as a separate task in the detailed budget, as appropriate.

A Project Monitoring and Adaptive Management Plan will be prepared in accordance with the guidance provided within the GEBF full proposal guidelines. Pre- and post-project monitoring will be conducted in order to assess the projects and determine if specific goals and objectives have been achieved. The metrics that will be measured during the monitoring phase of this project are: amount of nitrogen prevented from entering system annually; amount of phosphorus prevented from entering system annually; and amount of sediment prevented from entering system annually. In addition, a pre- and post-construction Stream Condition Index will be conducted in Jones Creek and Jackson Creek to determine the project's

effect on species diversity and population of benthic macroinvertebrates. There is currently an active water quality monitoring program in Bayou Chico for the Basin Management Action Plan (BMAP), so this water quality monitoring data will also be included in the Monitoring Report. All monitoring will be in accordance with adopted USEPA and FDEP protocols and SOPs. To ensure that the Bayou Chico Restoration projects perform as anticipated, and to improve the effectiveness and efficiency of implementation of future projects, an Adaptive Management strategy will be implemented.

**7. Partnerships:** Beyond the sub-recipients included in the project team (above), please identify the other cooperating partners and describe their role in the project. Also, define the degree of funding participation by partners in the overall project, what the level of responsibility will be for the GEBF's component, and whether/how the other components may impact successful completion of the GEBF's portion of the comprehensive effort.

Escambia County and the City of Pensacola are the cooperating partners for the Bayou Chico Restoration Project. Escambia County will be the lead agency, and Escambia County Senior Scientist Taylor "Chips" Kirschenfeld will be the Project Manager. Escambia County will coordinate and manage all aspects of this project and ensure a successful completion.

## Escambia County, Florida

#### Bayou Chico Restoration

07/11/2014 Taylor Kirschenfeld

#### **Budget by Project Task**

			Duageri	by I Toject Task					
Task	SubTask Description	Salaries & Benefits	Equipment	Contractual Services	Supplies & Materials	Printing	Travel	Other	Task Total Cost
			Bill Gregory Park Regio	nal Stormwater Treatmen	t Facility				
Task 1.1	Construction			\$2,180,000.00					\$2,180,000.00
Task 1.2									\$0.00
Task 1.3									\$0.00
Task 1.4									\$0.00
Task 1.5									\$0.00
Task 1.6									\$0.00
Subtotal Task 1		\$0.00	\$0.00	\$2,180,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,180,000.00
		"R" 9	Street at Maggie's Ditch Sto	rmwater Treatment Enhai	ncement Project				
Task 2.1	Construction			\$865,000.00					\$865,000.00
Task 2.2									\$0.00
Task 2.3									\$0.00
Task 2.4									\$0.00 \$0.00
Task 2.5									
Task 2.6									\$0.00
Subtotal Task 2		\$0.00	\$0.00	\$865,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$865,000.00
			Beach Haven Northeast	- Stormwater Improvemen	it Project				
Task 3.1	Construction			\$4,987,250.00					\$4,987,250.00
Task 3.2									\$0.00
Task 3.3									\$0.00
Task 3.4									\$0.00
Task 3.5									\$0.00
Subtotal Task 3		\$0.00	\$0.00	. , ,	\$0.00	\$0.00	\$0.00	\$0.00	\$4,987,250.00
		Jones Creek a	nd Jackson Creek Stream a	ınd Wetland Floodplain Ha	bitat Restoration Project				
Task 4.1	Design and Permitting			\$160,000.00					\$160,000.00
Task 4.2	Construction			\$2,782,000.00					\$2,782,000.00
Task 4.3	Monitoring	\$30,000.00		\$8,000.00	\$20,000.00				\$58,000.00
Task 4.4									\$0.00
Task 4.5									\$0.00
Subtotal Task 4		\$30,000.00	\$0.00	\$2,950,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$3,000,000.00
			Task	5 [INSERT TITLE]					
Task 5.1									\$0.00
Task 5.2									\$0.00 \$0.00
Task 5.3									\$0.00
Task 5.4									\$0.00
Tasl 5.5									\$0.00 \$0.00
Subtotal Task 5		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other Cost 1									
Other Cost 2									\$0.00
TOTAL		\$30,000.00	\$0.00	\$10,982,250.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$11,032,250.00

#### Certificate of Good Standing

Escambia County, Florida, is in good standing with all agencies and grantors, and is not in default of any
required deliverables.

#### Certificate of Insurance

Escambia County, Florida, is self-insured.



#### **Statement of Litigation**

**Instructions:** Save this document on your computer and complete. The final narrative should not exceed two (2) pages; do not delete the text provided below. Once complete, upload this document into the on-line application as instructed.

**Litigation:** In the space provided below, state any litigation (including bankruptcies) involving your organization and either a federal, state, or local government agency as parties. This includes anticipated litigation, pending litigation, or litigation completed within the past twelve months. Federal, state, and local government applicants are not required to complete this section. If your organization is not involved in any litigation, please state below.

Escambia County, Florida, is a local government and not required to complete this form.

#### Conflict of Interest Disclosure

Escambia County, Florida, has no conflict of interest with the National Fish & Wildlife Foundation.

#### **Global Match and Hazard Mitigation 2012**

#### 1. Implementation Criteria

- The Federal Emergency Management Agency (FEMA) may contribute up to 75% of the costs of projects approved for funding under the HMGP
  - A non-Federal source must contribute the remaining percentage of the total eligible project costs.
  - Any project contributing towards the program cost-share will meet all program requirements, including eligibility criteria and compliance with applicable Federal environmental laws.
  - FEMA cannot obligate funds until the State has provided assurance that the non-Federal share has been identified.

#### 2. Use of Other Federal Funds

- Some Federal grants have an authorized statute that explicitly allows the funds to be used as a match for other Federal grants, examples include:
  - Department of Housing and Urban Development Community Development Block Grants
  - Indian Health Services funds
  - Bureau of Indian Affairs funds

#### 3. Other Sources of Match

- U.S. Small Business Administration and Farmer's Home Administration loans to individuals.
- Increased Cost of Compliance (ICC) coverage benefits.
  - Flood insurance policyholders in special flood hazard areas, can get up to \$30,000 to help pay the costs to bring their home or business into compliance with their community's floodplain ordinance.
  - ICC can be used towards the elevation, relocation, demolition or floodproofing of insured structures.

#### 4. Global Match Definition

Nonfederal contribution derived from several non-federally funded project(s) that are "pooled" together to meet a grant award match commitment. Global match may also refer to a single non-federally funded project used to match one or more federally funded projects to attain the required 25% or greater program share for a Hazard Mitigation Grant Program (HMGP) grant.

#### 5. Global Match Memorandum of Agreement (MOA) with Florida

- Sets the terms by which FEMA and the Florida Division of Emergency Management (FDEM) establish criteria for the eligibility of projects to use as match for the HMGP
- Any project contributing towards the program cost-share...
  - May be of any project type eligible under HMGP regular funding
  - Must meet all HMGP requirements, including eligibility criteria and compliance with all applicable Federal and State laws and regulations
  - Need not be in the same jurisdiction or the same county
  - Must comply with the same Period of Performance requirements as HMGP projects
  - Must meet matching cost sharing rules as specified in 44 CFR §13.24
  - Must not be in progress prior to FEMA approval
- The applicant will commit to completion of the match project. If, for any reason the match project is not completed or is otherwise rendered ineligible, the applicant retains responsibility for the nonfederal share if it wishes to continue with the grant. Failure to meet this commitment may result in the disallowance of all or part of otherwise allowable federal share costs.
- Match projects will be subjected to the same State and FEMA eligibility review as regular projects
- Match projects will be entered into NEMIS
- Match projects will be included in the State; Quarterly Reports
- FDEM must obtain and provide the same closeout documentation for the match projects as with regular federally funded projects
- Match projects will need to be closed out in NEMIS by FDEM and FEMA.
   FDEM will need to document and submit to FEMA any cost overruns or underruns along with any changes to the Scope of Work.
- MOA currently applies to FEMA-4068-DR-FL Tropical Storm Debby event and can be amended to include any future event.

#### 6. Lessons Learned

- When the Global Match project does not pass Benefit-Cost Analysis, or is ineligible for lack of compliance with other eligibility criterion, all matched projects are held up pending sub-application decision and provision of assurance to pick up the cost originally associated with the Global Match application.
- o Documentation, Documentation

### GLOBAL MATCH AND HAZARD MITIGATION GUIDE Page Three

### 7. Useful Websites

- o FEMA Hazard Mitigation Assistance
  - http://www.fema.gov/hazard-mitigation-assistance
- o FEMA Hazard Mitigation Grant Program
  - http://www.fema.gov/hazard-mitigation-grant-program
- o Information on ICC-
  - <a href="http://www.fema.gov/national-flood-insurance-program-2/increased-cost-compliance-coverage">http://www.fema.gov/national-flood-insurance-program-2/increased-cost-compliance-coverage</a>
- o Electronic Code of Federal Regulations
  - http://ecfr.gpoaccess.gov



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7617 County Administrator's Report 15. 13. BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 02/19/2015

**Issue:** Establish Design Team / Reorganization of Transportation & Traffic

Operations

**From:** Joy D. Blackmon, P.E., Department Director

**Organization:** Public Works

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning Establishing a Design Team and the Reorganization of the Transportation and Traffic Operations Division - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning establishing a Design Team and reorganizing the Transportation and Traffic Operations Division:

A. Authorize the creation of two Local Option Sales Tax (LOST) funded positions, a Design Engineer and a Lead Drafter/Project Coordinator, per the provided job descriptions and organization charts;

- B. Authorize the one-time capital and/or operational expenditure for necessary equipment (Design Team) at approximately \$102,742, and the annual recurring software fees for approximately \$12,317, per the provided "Design Team Costs" spreadsheet; and
- C. Authorize the reorganization of the Transportation and Traffic Operations Division, per the provided organization charts, and the creation of a Division Manager position, which will be advertised internally to Public Works and will eliminate the vacancy created from internal recruitment, which will result in a net zero increase in Full-Time Employees (FTE).

### **BACKGROUND:**

In 2003, a Design Team was created for Escambia County. That Team consisted of a Manager (Professional Engineer), a Design Engineer, a Lead Drafter, and a Drafter. This Team functioned very well until 2007 when the team transitioned to Project Management due to the economic downturn. Over the four years that the Design Team was together, there was a net savings of hundreds of thousands per year in design fees. Under the direction of Jack Brown and as a result of the current economic situation, this new

Design Team would pick up where the initial team left off. Current staff will fill the Manager position (Jeremy King) and the Drafter position (John "Mike" Kirkland).

The Design Engineer and the Lead Drafter positions need to be created and filled. These positions would work solely on capital projects and would therefore be funded via Local Options Sales Tax. Current estimates show that were the Design Team to complete approximately one small design project per month, the cost savings would be approximately \$138,000 per year for the first year, increasing as experience increases.

This Design Team would fall under the responsibility of Colby Brown, Deputy Director for Public Works, Design and Transportation. As his responsibilities would increase with the new Design Team, a Division Manager position will also need to be created for the Transportation & Traffic Operations Division, and the Division should be reorganized to assure that the essential functions of the Traffic Division are maintained and ultimately function more efficiently.

Capital Outlay for start up will include purchase of the Design Team engineering design and drafting software with the computer stations to run such programs, and equipment upgrades. This is estimated at a one time fee of \$102,742. Approximately \$12,317 will be the recurring annual fee for software.

### **BUDGETARY IMPACT:**

The estimated calculations show that we will have a cost benefit savings of \$137,661 (see attached "Design Team Cost Benefit Analysis"). In subsequent years, the benefit is expected to increase significantly. This program will be monitored annually by the Administrator.

As a result of the Traffic reorganization, there is a potential overall increase of \$36,529. However, with the reorganization, \$152,350 would be allocated to LOST, therefore putting \$116,091 back into the General Fund (see attached "Traffic Re-Organization" spreadsheet).

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### **PERSONNEL:**

N/A

### POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

### IMPLEMENTATION/COORDINATION:

N/A

<u>Memo</u>

**Engineer Position Desc.** 

Lead Draftsperson Position Desc.

Org Charts

**Design Team Costs** 

Cost Benefit Analysis



### Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E. Director, County Engineer Public Works Department

TO: Jack Brown, County Administrator

THRU: Amy Lovoy, Interim Assistant County Administrator

FROM: Joy D. Blackmon, P.E, Public Works Department Director

Colby Brown, P.E., Public Works Deputy Director

DATE: February 3, 2015

SUBJECT: Proposed Engineering Design Team

Please accept this memorandum and the attachments requesting the creation of an Engineering Design Team. In 2003, an Engineering Design Team was created for the purpose of assisting design and construction management and in-house design of horizontal construction projects. This team functioned very well for approximately four years saving the County taxpayers hundreds of thousands of dollars annually. The economic downturn in 2007/2008 required a shift in the use of the design team from designers to full time project coordinators and still functions this way today. However, the economy and a recent natural disaster have shown the necessity of a design team again. The Engineering Division is holding up very well under the tremendous load of projects resulting from the April Flood, however, help is needed. This will ultimately be provided by relieving the project coordinators of their design management responsibilities. The Design Team will specialize in the oversight, review, and approval of the design of the project, as well as perform project designs in-house.

The Needs (See Attached Spreadsheet for Detail) This Team needs a minimum of a Division Manager (Colby Brown, PE – current County employee), a Program Manager/Lead Engineer (Jeremy King, PE – current County employee), a Junior Engineer (vacant position), a Lead Drafts Person (vacant position), and a Drafts Person (John "Mike" Kirkland – current County employee). New engineering design and drafting software with the computer stations to run such programs are needed. Survey equipment compatible with the design and drafting software will also be needed.

**Cost** (See Attached Spreadsheet for Detail) It is estimated that the initial start-up costs, using L.O.S.T. dollars will be recouped within 1-2 years in design fee savings.

**Provision** This Design Team will provide oversight, hands on knowledge, and responsiveness that only a County Division can provide. They will be able to better resolve citizen complaints regarding County Infrastructure because of their expertise in design and construction techniques as well as their intimate knowledge of the County's existing Infrastructure.

### **Engineer**

Class Code: 706-DBMC42

Bargaining Unit: No Union Affiliation (NU)

ESCAMBIA COUNTY Established Date: Feb 26, 2007 Revision Date: Feb 26, 2007

### **SALARY RANGE**

\$22.21 - \$25.54 Hourly \$1,776.80 - \$2,043.20 Biweekly \$3,849.73 - \$4,426.93 Monthly \$46,196.80 - \$53,123.20 Annually

### **DESCRIPTION:**

This class performs highly skilled technical duties and oversight in area of specialty, including project and engineering design and AutoCAD drafting, review, and evaluation; technical document preparation; cost estimates; and reports.

### **EXAMPLES OF DUTIES:**

Prepares and reviews engineering designs and plans of permits, drainage systems, traffic studies, and/or other related items, and manages projects ensuring compliance and conformity with applicable codes, policies, and principles.

Responds to, investigates, and resolves complaints and/or concerns received from citizens, internal departments, governmental agencies, and/or other interested parties; follows up to ensure issues are properly resolved.

Performs AutoCAD drafting for engineering projects to assist in with the work load of the Technical Drafters.

Serves as a liaison with employees, applicants, developers, engineers, contractors, citizens and external organizations; represents the department and/or the County at a variety of meetings, public events, training sessions, on committees, and/or other related events.

Performs project reviews and evaluations; makes recommendations based on findings.

Conducts site visits to ensure projects are in compliance with applicable standards.

Coordinates the processing of engineering documents, permits, GIS data, and/or applications with applicable internal departments.

Facilitates meetings with developers, engineers, internal staff, citizens and/or other interested parties.

Prepares and delivers reports, designs, projects to citizens, Commissioners, and other agencies

Prepares a variety of technical documentation, notices, publications, reports, grant

applications, and/or other related items; disseminates applicable documents to internal staff, government agencies, and external businesses or individuals.

Supervises, reviews, and analyzes engineering studies in assigned area of responsibility.

Participates in developing policies and procedures in support of department operations and activities.

Assists with budget preparation and administration; prepares cost estimates for budget recommendations; submits justifications for budget items.

Performs other duties of a similar nature or level.

### TYPICAL OUALIFICATIONS:

Training and Experience (positions in this class typically require):

Bachelor's Degree in engineering and three to five years of experience as an engineer in area of specialty; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

Licensing Requirements (positions in this class typically require):

Licensing Requirements: • EI (Engineering Intern)

Valid driver's license.

Knowledge (position requirements at entry):

Knowledge of:

Engineering principles and practices in assigned area of responsibility;

Applicable Federal, State, and local laws, rules, regulations, codes, and/or statutes;

Advanced mathematical principles;

Roadway and Drainage design principles

Strength and composition of materials utilized in assigned area of responsibility;

Construction methods and procedures;

Project management principles.

Skills (position requirements at entry):

Skill in:

Using a computer and related software applications;

CivilStorm, ICPR, AutoCAD14, ASAD, Microsoft Suite especially excel, GIS

Managing complex projects;

Performing complex mathematical calculations;

Interpreting a variety of engineering and construction drawings, plans, blueprints, and/or other related items;

Managing multiple tasks simultaneously;

Performing and analyzing engineering studies;

Solving problems:

Performing project reviews and revisions.

Interpreting and applying applicable laws, rules, and regulations;

Preparing, reviewing, and analyzing technical reports;

Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work

direction.

### **ADA REQUIREMENTS:**

Physical Requirements:

Positions in this class typically require: fingering, talking, hearing, seeing and repetitive motions. Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work. Incumbents may be subjected to fumes, dusts, extreme temperatures, intense noises and travel.

# Engineering Project Coordinator / Lead Draftsperson

Class Code: 705-DBMC41

Bargaining Unit: No Union Affiliation (NU)

ESCAMBIA COUNTY Established Date: Jan 30, 2007 Revision Date: Jan 30, 2007

### **SALARY RANGE**

\$20.75 - \$23.87 Hourly \$1,660.00 - \$1,909.60 Biweekly \$3,596.67 - \$4,137.47 Monthly \$43,160.00 - \$49,649.60 Annually

### **DESCRIPTION:**

This class performs project coordination and highly skilled, project specific, technical duties in area of specialty, including project design, review, and evaluation; technical document preparation; cost estimates; and reports; and supervises project personnel; and operates Computer Aided Design (CAD) computer programs (Auto CAD 14 and higher), including applying construction knowledge to creating, modifying, and updating construction plans from Engineers designed schematic.

### **EXAMPLES OF DUTIES:**

Creates CAD drawings for Engineering Projects

Draft plans and detailed drawings for roadway and drainage installations and construction projects

Draw maps, diagrams, and profiles using cross-sections and surveys to represent elevations, topographical contours, etc

May assist in developing survey maps and layouts

Supervise or conduct field surveys, inspections, or technical investigations to obtain data required to revise construction drawings

Explain project drawings to production, construction, supervisors, commissioners, citizens, etc.

Supervises drafting personnel to include: prioritizing and assigning work; assisting with performance evaluations; training; ensuring staff are trained; ensuring that projects are completed according to policies and procedures; maintaining a healthy and safe working environment; and making hiring, termination, and disciplinary recommendations.

Manages engineering and capital improvement design projects in assigned area of

responsibility; coordinates the activities of Engineers, contractors, and/or other applicable parties; provides guidance related to project creation, construction, scheduling, manpower, and/or other related issues.

Reviews and evaluates engineering plans, specifications, GIS maps and reports; prepares reports and/or comments regarding findings; provides input, assistance, and recommendations; ensures compliance with applicable standards and specifications.

Researches engineering issues, real estate, surveys and environmental issues, records, maps, documents, and/or other supporting documentation in support of project activities.

Responds to requests for information from the general public, other governmental agencies, internal departments, and/or other interested parties; when necessary communicates issues to other appropriate personnel.

Oversees the administration of contracts for applicable engineering design projects and/or maintenance activities in assigned area of responsibility.

Prepares for and participates in regular and routine meetings related to assigned projects and/or departmental activities.

Assists in the preparation of cost estimates and quantity take-offs for design projects; coordinates cost analyses; requests fund allotments; prepares related financial forms for project processing; reviews and processes invoices, change orders, and/or other related financial management documents.

Participates in developing policies and procedures, recommendations, standards, etc. in support of department operations and activities.

Performs other duties of a similar nature or level.

### **TYPICAL QUALIFICATIONS:**

Associates Degree in an engineering or engineering related field and drafting, or equivalent vocational or apprenticeship experience and a minimum of two years of experience in civil engineering work, one of which was in a draftsperson role, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

Licensing Requirements (positions in this class typically require): Valid driver's license.

Knowledge (position requirements at entry): Knowledge of:Basics of roadway and drainage design

### FDOT design standards

Supervisory principles;

General surveying practices and procedures;

Engineering principles and practices;

Construction standards and practices;

Applicable Federal, State, and local laws, rules, regulations, codes, and/or statutes;

Budgeting principles;

Project management principles;

Advanced principles and practices in assigned area of responsibility.

Skills (position requirements at entry):

AutoCAD 14 and higher

Monitoring and evaluating subordinates;

Delegating and prioritizing work;

Managing design projects;

Preparing a variety of reports and documents, including GIS maps and parcel information;  $\cdot$ 

Drafting plans, blueprints, sketches, maps, and/or other related construction documents;

Analyzing processes and making recommendations for improvement;  $\cdot$ 

Interpreting and applying applicable laws, rules, and regulations;

Reviewing plans, specifications, technical studies, and reports for completeness and accuracy;

Conducting research;

Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.

GIS, database management and information technology skills.

### **ADA REQUIREMENTS:**

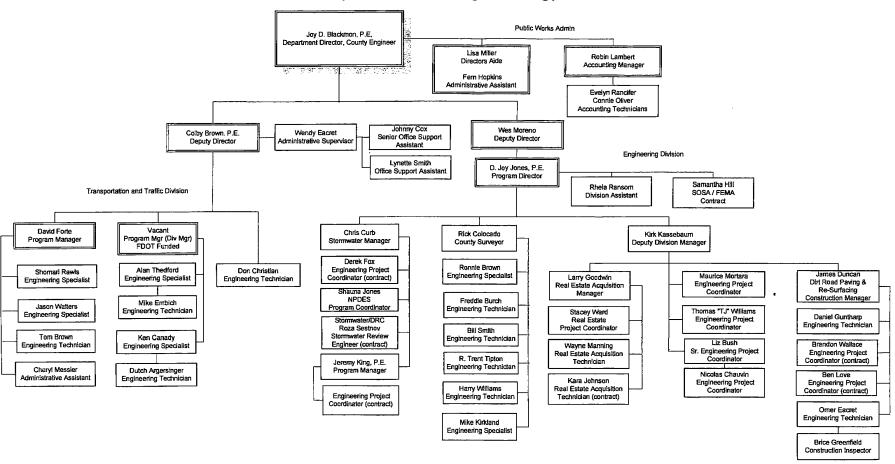
Physical Requirements:

Positions in this class typically require: fingering, talking, hearing, seeing and repetitive motions.

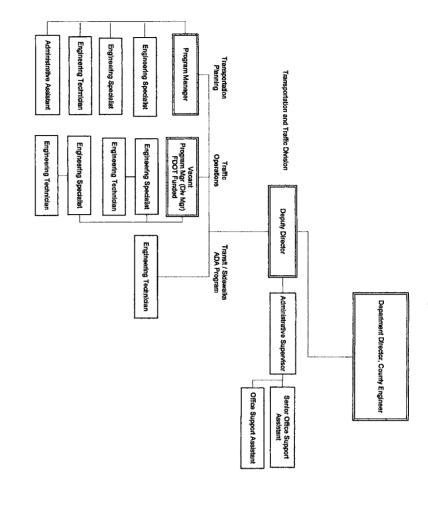
Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.

Incumbents may be subjected to fumes, dusts, extreme temperatures, intense noises and travel.

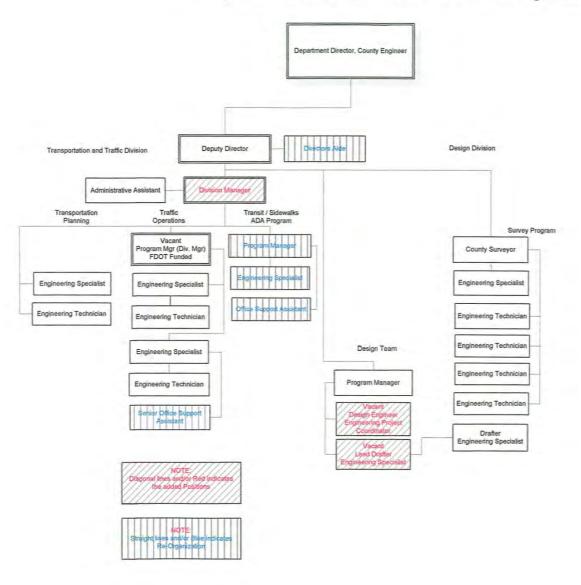
### Public Works (Traffic and Engineering) - Current



# Transportation and Traffic Division - Current



### Transportation and Traffic Division / Design Division - Proposed



### **Design Team Costs**

Equipment	Software	Training	Unit Cost	Quantity	Units	One Time Cost	Annual Reoccuring Cost
Computer			\$2,800.00	5	each	\$14,000.00	
	AutoCad		\$6,254.00	1	seat	\$6,254.00	\$995.00
	CivilStorm		\$8,346.00	3	seat	\$25,038.00	\$5,812.00
	ASAD LTv3		\$700.00	2	seat	\$1,400.00	\$500.00
	ICPR v4		\$2,400.00	2	seat	\$4,800.00	\$4,800.00
	Microsoft Office		\$250.00	5	seat	\$1,250.00	\$210.00
		AutoCad	\$1,600.00	5	people	\$8,000.00	
		ICPR	\$1,750.00	4	people	\$7,000.00	
Data Collector			\$3,500.00	2	each	\$7,000.00	
Total Station (TS)			\$12,500.00	2	each	\$25,000.00	
		TS Software	\$3,000.00	1	total	\$3,000.00	
						4400 = 40 00	

Total One Time Cost \$102,742.00

Total Annual Reoccuring Cost

\$12,317.00

Pay Rate - LOST (loaded)

Colby (50%)	\$55,687.00
Jeremy (100%)	\$73,891.00
Mike (75%)	\$50,926.00
Engineer (100%)	\$70,203.00
Drafter (100%)	\$59,869.00
	\$310,576.00

### **Design Team Cost Benefit Analysis**

Examples of Past Consultant Designed
Projects Equivalent to Design Team Capabilities

pasineres	The second of th
\$46,819.00	Innerarity Point Area Drainage Improvements
\$24,420.00	Galvin Ave. Repair
\$24,330.00	Constantine
\$24,310.00	Saufley Pines
\$35,359.00	Tecumseh/Clear Creek
\$47,839.00	Brosnham and John R Jones Park
\$27,200.00	Patton Drive / Jones Creek Drainage Feasibility Study
\$230,277.00	Total =

This amount of work could be completed

by the Design Team over 6 mo.

Therefore, for one year \$460,554.00 of design work could be completed by the Design Team

Annual Cost

Design Team Salary (Loaded)	\$310,576.00
Reoccurring Costs (Licensing / Operating)	\$12,317.00
	\$322,893.00

**Estimated Design Cost Benefit** 

Annual Consultant Design Cost to County	\$460,554.00
Annual Design Team Cost to County	\$322,893.00
Annual Benefit	\$137,661.00

NOTE: Total One Time Eqpt / Software Cost = \$102,742.00 (recovered within first year)

Also note that these estimates are for first year costs.

Subsequent year realized benefit is expected to approach \$200K as Design Team develops



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7680 County Administrator's Report 15. 14.
BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 02/19/2015

**Issue:** Transportation Regional Incentive Program for Professional

Engineering Services for the Escambia Beltway PD&E Study

**From:** Joy D. Blackmon, P.E., Department Director

**Organization:** Public Works

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning the Transportation Regional Incentive Program for Project
Development and Environment Study for the Escambia Beltway and the Escambia Beltway
Corridor Study - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Transportation Regional Incentive Program (TRIP) for Project Development and Environment (PD&E) Study for the Escambia Beltway and the Escambia Beltway Corridor Study:

A. Authorize the County Administrator to submit a request for TRIP Funds to the Florida Department of Transportation (FDOT) to request funding assistance for Planning Services for the PD&E Study phase for a four-lane roadway along Beulah Road, from Nine Mile Road north to I-10, including the new I-10 Interchange and continuing further north to US 29, and to request funding assistance for the Escambia Beltway Corridor Study for the segment from I-10 to US 29; and

B. Authorize the Chairman to sign the TRIP Application and any other documents associated with this TRIP Application without further action of the Board.

[Funding Source: Fund 352, Local Option Sales Tax III: \$1,934,335.73, Cost Center 210107, Object Code 56301; FDOT Funds through Transportation Planning Organization (TPO) Matching Programs, TRIP Funds and Other Federal and State Funding Programs]

### **BACKGROUND:**

TRIP was created to improve regionally significant transportation facilities in "regional transportation areas." State Funds are available throughout Florida to provide incentives for local governments and the private sector to help pay for critically needed projects that benefit regional travel and commerce. If selected for funding, FDOT will pay up to 50 percent of project costs for public transportation facility projects. Projects must: "Serve

national, statewide, or regional functions and function as part of an integrated regional transportation system".

As noted in the attached letter, TRIP Funds have been allocated to FDOT, District 3, allowing counties to request funding assistance. As a normal process for roadway capacity construction projects, the National Environment Protection Act (NEPA) PD&E Study is required. This is why Escambia County will be requesting funding assistance for the PD&E phase.

In reviewing transportation planning concepts for Escambia County, analysis has indicated the fundamental cost feasible approach to relieve congestion on many roadways, is to apply a methodology of establishing corridors. Corridors can move high volumes of traffic, help reduce overall right-of-way purchasing cost, residential noise impacts and cut through traffic, and roadway construction costs. This is feasible, because attention is focused on fewer and longer facilities that will redirect or attract traffic, and bring relief to other stressed facilities with no or little improvements.

### **BUDGETARY IMPACT:**

Funding Source: Fund 352, Local Option Sales Tax III: \$1,934,335.73, Cost Center 210107, Object Code 56301;

FDOT Funds through Transportation Planning Organization (TPO) Matching Programs, TRIP Funds and Other Federal and State Funding Programs]

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### **PERSONNEL:**

County, FDOT, and West Florida Regional Planning Council (WFRPC) Staff will coordinate efforts.

### POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

### IMPLEMENTATION/COORDINATION:

County Staff will prepare the package and submit to FDOT, District 3, through approval of the FL-AL TPO and the Regional Transportation Planning Organization (RTPO). Public Works Department will coordinate with the FDOT, District 3, WFRPC, and the Regional and Local Transportation Planning Committees.

### **Attachments**

TRIP App
TRIP Letter

# Transportation Regional Incentive Program (TRIP) Candidate Project Submittal Form

Application Fiscal Year

201

TRIP was created to improve regionally significant transportation facilities in "regional transportation areas." State funds are available throughout Florida to provide incentives for local governments and the private sector to help pay for critically needed projects that benefit regional travel and commerce.

If selected for funding, the Florida Department of Transportation (FDOT) will pay up to 50 percent of project costs for public transportation facility projects. Projects must: "Serve national, statewide, or regional functions and function as part of an integrated regional transportation system.

While there is no rigid application procedure, the District has created this form for Implementing Agencies and Regional Transportation Areas to facilitate the assembly of pertinent project information related to candidate TRIP projects. The goal of this document is to provide a framework to project sponsors.

Organization: Escambia (	Escamt	oia County Board of	Escambia County Board of County Commissioners	
Contact Person:	David Forte	orte		
Address: 3363 V	3363 West Park PL	* PL		
Phone: 850-59	850-595-3404		Fax: 850-595-3405	E-mail: dvforte@myescambia.com
Implementation Agency <sup>1</sup> :	5y.			
Organization:	Escamt	Escambia County		
	3363 West Park PL	* PL		
Planning Contact:		David Forte		
Phone: 850-55	850-595-3404		Fax: 850-595-3405	E-mail: dvforte@myescambia.com
Engineering Contact:		Joy Jones, P.E.		
Phone: 850-55	850-595-3440		Fax: 850-595-3444	E-mail: joy_jones@myescambia.com
Finance Contact:		Robin Lambert		
Phone: 850-59	850-595-3440		Fax: 850-595-3444	E-mail: robin_lambert@myescambia.com

# Project Improvement Information

Proposed Beulah Beltway / US 29 Connecter

Nine Mile Rd. (SR-10) to I-10 (SR-8); I-10 (SR-8) to US 29 Project Limits:

Work to be performed:

PD&E for Beulah Betway segment along Beulah Road (CR99) from Nine Mile Road (SR-10) to I-10 (SR-8), including the new I-10 Interchange

Escambia County is seeking TRIP funds to complete the PD&E phase for the proposed Beulah Beltway project along Beulah Road (CR99) from Nine Mile segment from I-10 to US 29. The requested TRIP funds will help the County to continue to move forward in an expeditious manner for the beltway project. Road (SR-10) to I-10 (SR-8), including the new I-10 Interchange and continuing further north to US 29, and the Escambia Beltway Corridor Study for the

# Describe the project and what it will accomplish:

Based on the recently approved construction on Nine Mile Road, this proposed beltway will provide a connection from the north in anticipation of a new interchange on I-10 includes the widening of the existing 2-lane road (CR 99/ Beulah Road) will be designed to the latest standards. The proposed Beulah Beltway will lead to improved safety transportation facility for all motorists traveling to and from Escambia and Santa Rosa Counties. The new proposed 4-lane facility from Nine Mile Road to US 29, which and then further north to US 29. The proposed Beulah Beltway will give an additional traffic route to the Navy Federal Credit Union campus, as well as offer another and LOS, provide better mobility, and encourage economic development within the area. (See Attached Map)

Describe how the project will improve regional mobility within the Regional Transportation Area:

This proposed beltway would allow for another transportation facility connecting Escambia County and Santa Rosa County. The Beulah Beltway, in conjunction with the planned improvement to Muscogee Road, CR-184 (a freight corridor), will give mobility choices to passenger and freight vehicles.

Attachment A: Project location map and support data for regional mobility, as appropriate.

Describe how the project reflects the statutory guidelines under which the District will prioritize and select candidate projects for funding 2:

Provide connectivity to the SIS.

Support economic development and goods movement in rural areas of critical economic concern,

Are subject to local ordinances that establish comidor management techniques.

Improve connectivity between military installations and the Strategic Highway Network (STRAHNET) or the Strategic Rail Corridor Network (STRACNET)

Access Management requirements within the LDC, plus we will continue to coordinate with FDOT on all Developments prior to approval. Also, Escambia County has approved project has been idnetfiled in the annual report update to the Transportation Plan, as a deficient segment with less than 10% capacity remaining. Coastal Management and Conservation: (Chapter 11), Project Intent: The intent is not direct population to a coastal area, only to support the existing demand based on private land, economic demand and Population (Growth Rate 1%) indicate no deficient LOS within the 2030 time frame. Policy 8.A 1.15, Access Management: Escambia County in 2007 has presented new (tourism), mobility, interconnectivity and evacuation between other local areas, counties and states. Other Chapters reviewed for Compliance: Future Land Use (Chapter 7), Florida Statute 163.3177, Escambia County Comprehensive Plan (Transportation, Chapter 8), Policy 8.A.1.3, LOS Standards; LOS is "D", Proposed Improvements (4-Lane) for transmittal to DCA the first "Cooridor Preservation Ordinance". Policy 8.A.3.2: Five Year Transportation Plan and Capital Improvement Plan; Nine Mile Road (US 90 Alt) Capital Improvement Element (Chapter 14); Concurrency Management (Chapter 6); Adopted Prop. Fair Share Policy

PDE: \$1,934,335.73	3 R/W:	Design: \$2,500,000.00	Construction:	\$15,000,000.00
Detail requested funding	Detail requested funding, including the source and type of asset(s) available as a match:	vailable as a match:		
Amount(s) Requested	Total Project Cost (for activities in question)	Local Commitment(s) (*match*)	Source(s) of Match	Type of Match (cash, in-kind)
\$967,167.85	\$1,934,335.73	\$967,167.85	Local Option SalesTax	Cash
Is the Implementing Agency What is the percent of matc	Is the Implementing Agency eligible for a reduction or waiver of the 50% financial match requirement? What is the percent of match requirement to be waived (note:100% equals 50% of Total Project Costs)?	ncial match requirement? 1% of Total Project Costs)?	Yes/No	ON
Does this project include an Environmental Stud If Federal funding is to be requested for any phase of this Attachment B: Environmental Study, if applicable	Does this project include an Environmental Study? If Federal funding is to be requested for any phase of this project, an Environmental Study must be completed according to the FDOT PD&E Manual Attachment B: Environmental Study, if applicable	al Study must be completed according to the FDO	Yes/No Yes	Yes

How will TRIP funding accelerate this project's implementation?

This funding would allow the County to continue moving forward in a timely manner with the proposed Beulah Beltway project, more specifically the PD&E phase, and help expedite the project to the design phase in which the County is hopeful to begin immediately upon completion of the PD&E.

Attachment C: The planned project construction schedule.

# Regional Transportation Area4:

I coordinating entity n	esponsible for the prioritization of the candidate proje	
ie regiona		

Attachment D: The authorizing interlocal agreement and any supporting documentation as appropriate

# Project Qualification Information:

Be identified in appropriate local government capital improvements program(s) or long term concurrency management system(s) that are in compliance with Attachment G: Document that level-of-service standards for the facility to be improved have been adopted by the local government with jurisdiction and are consistent with the level-of-Yes Attachment F: If available, add documentation that the candidate improvement appears in the capital improvement schedule of the local comprehensive plan.<sup>6</sup> Yes/No Support facilities that serve national, statewide or regional functions and function as an integrated transportation system, Does the candidate improvement appear in the capital improvement schedule of the local Comprehensive Plan? Attachment H: Document that the candidate project meets the following TRIP statutory eligibility requirements. 8 Be in compliance with local corridor management policies, and Have commitment of local, regional or private matching funds. Be consistent with the Strategic Intermodal System (SIS), state comprehensive plan requirements, service standards adopted by FDOT. If no, explain:

This application is a good faith commitment from the applicant that matching funds will be available. As such, the Department requires that the Chairman of the Governing Board of the Municipality/Authority review and sign this application (electronic signature accepted):

Clerk of the Circuit Court ATTEST: Pam Childers Deputy Clerk By: Board of County Commissioners Steven Barry, Chairman Escambia County, FL Supporting Narrative:

Approved as to form and legal sufficiency,

By/Title:

2

Please transmit three (3) copies of this package, supporting information and documentation, with the following Attachments A-H, both in paper form and on disc to:

District Three Secretary

Florida Department of Transportation, District Three

Attention: TRIP Coordinator

1074 Highway 90

PO Box 607

Chipley, FL 32428

Attachment A: Project location map and support data, as appropriate.

Attachment B: Environmental Analysis, if applicable

Attachment C: The planned project construction schedule.

Attachment D: The authorizing interlocal agreement and any supporting documentation as appropriate

Attachment E. Documentation demonstrating successful completion of a qualified Regional Transportation Plan. Attachment F. Document that the candidate improvement appears in the capital improvement schedule of the local comprehensive plan."

Attachment G: Document that level-of-service standards for the facility to be improved have been adopted by the local government with jurisdiction or are planned to be adopted during the next Comprehensive Plan

Amendment cycle and are consistent with the level-of-service standards adopted by FDOT. <sup>7</sup> Attachment H: Document that the candidate project meets the TRIP standory eligibility requirements. <sup>9</sup>

" If a project is on the Strategic Intermodel System or Florida Intractula Highway System and the Department of Transportation will be performing the work, please identify the agency responsible for meeting the financial requirements of the TRIP program.

<sup>2</sup> Section 339.2819(4)(b), F.S.

A reduction or waiver of match requirements will not increase the amount of funding provided under the TRIP beyond 50% of the total project costs.

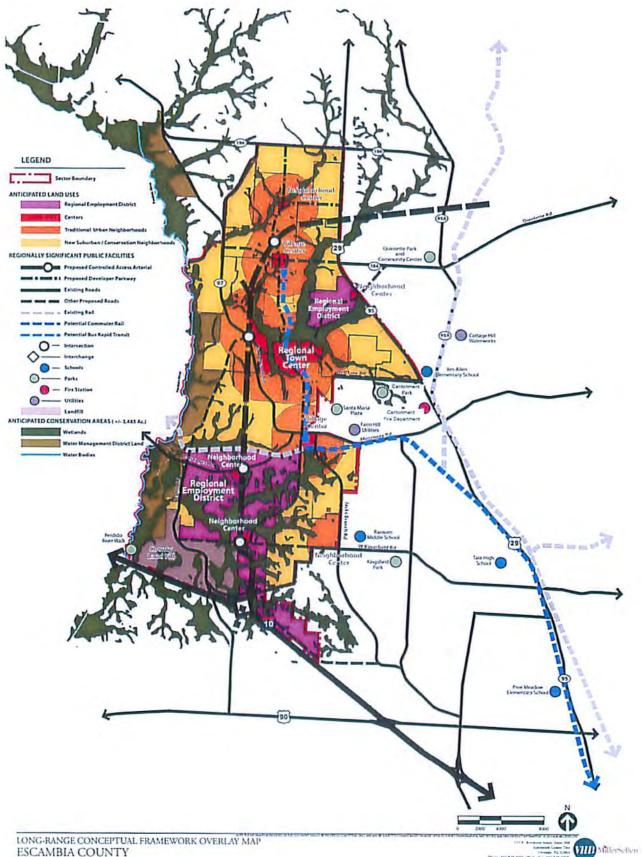
Section 339.155(5)(c), (d), and (e) and Section 163.01, F.S.

Section 339 155(5)(d). F.S.

4 Section 163.3177(3), F.S.

. Though concurrency requirements were repeated, FDOT consultation is still required with regards to Lovel of Servica Standards if the proposed project impacts the Strategic Intermodal System.

\* Section 339.2819(4)(a), F.S.



LONG-RANGE CONCEPTUAL FRAMEWORK OVERLAY MAP ESCAMBIA COUNTY SECTOR PLAN





### Florida Department of Transportation

RICK SCOTT GOVERNOR

Post Office Box 607 Chipley, FL 32428-0607

JIM BOXOLD SECRETARY

January 29, 2015

Re: Transportation Regional Incentive Program (TRIP) 2015

The Florida Department of Transportation (Department) is pleased to announce that we are again accepting project proposals for the Transportation Regional Incentive Program (TRIP). Since Fiscal Year (FY) 2006, the Department has been able to participate in funding 44 projects totaling over \$67 Million in FDOT allocations through TRIP. We anticipate receiving another group of outstanding projects targeted to improving congestion levels within the District Three roadway network. We are committed to assisting local agencies in the development and success of their projects.

The schedule below has been developed for the 2015 TRIP funding exercise. This should provide adequate time for project proposal development and submittal by applicants. As shown in the schedule, the final submittal date for packages and priority lists is May 1, 2015. We recommend that you prepare your project proposals as early as possible.



## **Transportation Regional Incentive Program FY 2016 Development Schedule**

	January	February	March	April	May	June	July	August	September	October	November	December
Program Notification Letter January 29, 2015												
Application Development February, March, April 2015		•		<b>→</b>								
Final Packages Due to DOT May 1, 2015					•							
Priority List Due May 1, 2015					•							
Eligibility Review May, June 2015					•							
Review and Prioritize by DOT July 2015												
Prepare Project Summaries & Notebooks August 2015								-				
Project Selection By Directors and Secretary, Work Program Review August 31, 2015- October 9, 2015												
Work Program Hearings/Meetings October - November 2015												

As with this program in the past, all project proposals must be reviewed and prioritized by the appropriate Regional Transportation Area (RTA) before they can be considered by the Department. Before final submittal, your local agency must be a member of an RTA, have a regional facilities network in place, have the proposed project on your regional facilities map and have projects within the RTA prioritized.

Alicia Brininger in the District Planning Office will be coordinating this effort, and you are encouraged to contact her for guidance toll-free at 1-888-638-0250, extension 1550 or via email at alicia.brininger@dot.state.fl.us. An Interactive TRIP User Guide has been developed that both assists with the application process, as well as supplies the history and legislation of this program. This information is also available for download at <a href="https://www.nwflroads.com/GeneralResources.shtm">www.nwflroads.com/GeneralResources.shtm</a>.

We look forward to receiving more outstanding project proposals and being able to partner with you to improve our transportation system in District Three.

Sincerely,

Jason Peters, P.E.

Director of Transportation Development

District Three



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7656 County Administrator's Report 15. 15.

BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 02/19/2015

**Issue:** Application for Transportation Alternatives Program Funding for

Multiple Projects Throughout the County

**From:** Joy D. Blackmon, P.E., Department Director

**Organization:** Public Works

**CAO Approval:** 

### **RECOMMENDATION:**

Recommendation Concerning the Applications for Transportation Alternatives Program Funding for Multiple Projects Throughout the County - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the proposed Applications for multi-modal facilities:

A. Approve submittal of Applications for Transportation Alternatives Program (TAP) funds to design and construct the multi-modal facilities at the following locations:

- 1. Sidewalks along Massachusetts Avenue, from Hollywood Boulevard to Mobile Highway (SR 10A);
- 2. Sidewalks along Chemstrand Road (CR 749), from Nine Mile Road (SR 10) to Ten Mile Road;
- 3. Sidewalks along "W" Street (CR 453), from Fairfield Drive (SR 295) to Navy Boulevard (SR 30);
- 4. Paved shoulders along Dog Track Road (CR 297), from Blue Angel Parkway (SR 173) to Lillian Highway (SR 30);
- 5. Sidewalks along Saufley Field Road (CR 296), from Mobile Highway (SR 10A) to Saufley Field Gate; and
  - 6. Pensacola Beach Ferry Service Landing Site at Quietwater Beach;
- B. Adopt a Resolution in support of Applications for Transportation Alternatives Program Projects; and

C. Authorize the Chairman to sign the Transportation Alternatives Program Projects Applications and the Resolution.

### **BACKGROUND:**

Pedestrian sidewalks and bicycle lanes are proposed in the Florida-Alabama Transportation Planning Organization (TPO), Long Range Transportation Plan. Staff selected projects out of this plan based on need, connectivity and feasibility. The proposed projects would design and construct new multi-modal facilities throughout the County. The submittals must include a Resolution supporting the projects adopted in conjunction with the approval to submit.

Federal and state funds are available for the higher priority projects as ranked by the TPO.

### **BUDGETARY IMPACT:**

No local funding match is required.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution and the applications as to form and legal sufficiency.

### **PERSONNEL:**

N/A

### POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

### IMPLEMENTATION/COORDINATION:

TPO staff will review the application in March 2015. The TPO will be requested to approve a prioritized list of projects during April 2015. Projects will be scheduled for design and construction in their order of priority.

### **Attachments**

Massachusetts Ave App
Chemstrand Rd App
W Street App
Dog Track Rd App
Saufley Field Rd App
Pensacola Beach Ferry App
Resolution

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 3 APPLICATION TRANSPORTATION ALTERNATIVE PROGRAM PROJECTS

Date: March 2, 2015 TPO (If Applicable): Florida-Alabama
Project Title: Massachusetts Ave Sidewalk
Project Sponsor Escambia County Board of County Commissioners
According to 23 USC 213(c)(4)(B) a project sponsor may be a local government; regional transportation authority; transit agency; natural resource or public land agency; school district, local education agency, or school; tribal government; or other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a state agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.
Contact Thomas Brown, Jr Title Transportation Planner
Address 3363 West Park PL, Pensacola, FL 32505
Phone 850-595-3404 Fax 850-595-3405
e-mail address: thomas brown@co.escambia.fl.us
Priority (relative to other applications submitted by the Project Sponsor).
Name of Applicant (If other than Project Sponsor):
Check the Transportation Alternatives Program (TAP) activity that the proposed project will address. (NOTE: Checking all activities possible does not ensure or increase eligibility. Each activity checked must meet all criteria required by FHWA.  For more information from FHWA go to: http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm  Construction, Planning, and Design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the
Americans with Disabilities Act of 1990  X  Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with
disabilities to access daily needs
Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users
Construction of turnouts, overlooks, and viewing areas
Community improvement activities, including: <ul> <li>Inventory, control, or removal of outdoor advertising;</li> <li>Historic preservation and rehabilitation of historic transportation facilities;</li> <li>Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and</li> <li>Archaeological activities relating to impacts from implementation of a transportation project eligible under 23 USC.</li> </ul>

		Any environmental mitigation activity, including pollution prevention and pollution abatement
		<ul> <li>activities and mitigation to:         <ul> <li>Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff including activities described in 23 USC 133(b)(11), 328(a) and 329; or</li> <li>Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.</li> </ul> </li> </ul>
		The Recreational Trails Program under 23 USC 206 – Contact Alexandra Weiss at Department Of Environmental Protection, Office of Greenways and Trails (850) 245-2052, toll-free at 1-877-822-5208, or email Alexandra.Weiss@dep.state.fl.us
·- ·-		Safe Routes to School Projects – A separate application (FDOT Form # 500-000-30) must be submitted. This form may be accessed at: <a href="http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5">http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5</a> Contact Alicia Brininger at (850) 330-1550 for further information.
		Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.
2. I	Proiect D	Description:
	•	dditional sheets as necessary to respond to the following:
	(a)	Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multi-use paths, include the preferred width and construction material, (i.e. concrete or asphalt surface). If the project is located parallel to a roadway include which side of roadway is proposed for the construction, and note any unique or special features that may be necessary which have been identified (such as boardwalks, bridges, drainage, guardrail, etc.).
	(b)	What type of work is being proposed? (Check all that apply)
		_ Planning Activities
		Project Development and Environmental Studies
	X	_ Engineering and Final Plans Preparation Work
		_ Right of Way Acquisition
	X	Construction
	X	_ Construction Engineering and Inspection Activities
	(c)	Where is the project located (and what is the project length and termini, if appropriate)? Include location map.
	(d)	Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.
	(e)	Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).
	(f)	Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.

Describe any related project work phases that are already complete or currently underway.

Other specific project information that should be considered.

(g)

(h) ∈

### 3. Project implementation information:

Attach documentation as exhibits to this application.

- (a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's **Local Agency Program Manual (Topic No. 525-010-300).**
- (b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).
- (c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.
- (d) Describe source of matching funds and any restrictions on availability.
- (e) Other specific implementation information that should be considered.

### 4. Project Cost:

If a more detailed breakdown of cost estimates is being provided, a sample cost estimates sheet is provided for your use.

Sample Construction Cost Estimate

For latest cost information go to:

http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm

What is the total estimated cost of the work requested to be funded as a transportation alternative project through this application?

Planning Activities.	\$		
Project Development and Environmental Studies.	\$		
Engineering and Final Plans Preparation Work.	<b>\$</b> 185,760		
Right of Way Acquisition.	\$		
Construction.	\$ <u>1,548,000</u>		
Construction Engineering and Inspection Activities.	\$ <u>154,800</u>		
Other. (Describe)	\$		
TOTAL:	\$ <u>1,888,560</u>		
How will the project be funded?			
FDOT Transportation Alternative Funds $\frac{1,88,560}{}$ Local $\frac{0}{}$ = Total $\frac{1,88,560}{}$			
FDOT Transportation Alternative Funds 100 % + Local 0 % = 100%			

### CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein des	scribed is supported by Escambia County BOCC
	(Project Sponsor)
the Florida Department of Transportation; (3) comp <b>Acquisition Policies Act</b> for any Right of Way act necessary to fully implement the proposed project.	unding match; (2) enter into a maintenance agreement with oly with the <i>Federal Uniform Relocation Assistance and</i> tions required for the project, and (4) support other actions. I further certify that the estimated costs included herein are ses in these costs could cause the project to be removed k program.
If project is not located along a state roadway:  Is sponsor or applicant willing to administer project  YesXNo	using the Department's Local Agency Program (check one)
Status of sponsor/administrator's LAP certification: Applied for certification & pending review Plants of the pending review	anning to apply for certification
Is resolution included with application? Yes X A copy of the adopted resolution showing sponsor's be included with this application.	Nos (board or council) approval and support of project should
Access Text Access Access	Signature
Approved as to form and legal sufficiency.	
Allena HACK	Steven Barry Name (please type or print)
By/Title: A M/D/A	Name (please type of print)
Date.	Chairman
	Title
	Date
ATTEST: Pam Childers Clerk of the Circuit Court	
By:	
By:	

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 3 APPLICATION TRANSPORTATION ALTERNATIVE PROGRAM PROJECTS

Date: March 2, 2015 TPO (If Applicable): Florida-Alabama TPO				
Project Title: Chemstrand Rd (CR-749)Sidewalks				
Project Sponsor Escambia County Board of County Commissioners				
According to 23 USC 213(c)(4)(B) a project sponsor may be a local government; regional transportation authority; transit agency; natural resource or public land agency; school district, local education agency, or school; tribal government; or other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a state agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.				
Contact Thomas Brown, Jr Title Transportation Planner				
Address 3363 West Park PL, Pensacola, FL 32505				
Phone 850-595-3404 Fax 850-595-3405				
-mail address: thomas_brown@co.escambia.fl.us				
Priority (relative to other applications submitted by the Project Sponsor).				
lame of Applicant (If other than Project Sponsor):				
Check the Transportation Alternatives Program (TAP) activity that the proposed project will address. (NOTE: Checking all activities possible does not ensure or increase eligibility. Each activity checked must neet all criteria required by FHWA.  For more information from FHWA go to: http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm				
Construction, Planning, and Design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990				
Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs				
Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users				
Construction of turnouts, overlooks, and viewing areas				
Community improvement activities, including:  o Inventory, control, or removal of outdoor advertising; o Historic preservation and rehabilitation of historic transportation facilities; o Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and o Archaeological activities relating to impacts from implementation of a transportation project eligible under 23 USC.				

	_	Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:  O Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff including activities described in 23 USC 133(b)(11), 328(a) and 329; or O Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.  The Recreational Trails Program under 23 USC 206 – Contact Alexandra Weiss at Department Of Environmental Protection, Office of Greenways and Trails (850) 245-2052, toll-free at 1-877-822-5208, or email Alexandra.Weiss@dep.state.fl.us  Safe Routes to School Projects – A separate application (FDOT Form # 500-000-30) must be submitted. This form may be accessed at: http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5 Contact Alicia Brininger at (850) 330-1550 for further information.
		Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.
2. F		Description: dditional sheets as necessary to respond to the following:
	(a)	Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multi-use paths, include the preferred width and construction material, (i.e. concrete or asphalt surface). If the project is located parallel to a roadway include which side of roadway is proposed for the construction, and note any unique or special features that may be necessary which have been identified (such as boardwalks, bridges, drainage, guardrail, etc.).
	(b)	What type of work is being proposed? (Check all that apply)
		_ Planning Activities
		Project Development and Environmental Studies
		_ Engineering and Final Plans Preparation Work
		_ Right of Way Acquisition
	X	_ Construction
	X	Construction Engineering and Inspection Activities
	(c)	Where is the project located (and what is the project length and termini, if appropriate)? Include location map.
	(d)	Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.
	(e)	Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).
	(f)	Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.

Describe any related project work phases that are already complete or currently underway.

(h) Other specific project information that should be considered.

(g)

### 3. Project Implementation Information:

Attach documentation as exhibits to this application.

- (a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's **Local Agency Program Manual (Topic No. 525-010-300).**
- (b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).
- (c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.
- (d) Describe source of matching funds and any restrictions on availability.
- (e) Other specific implementation information that should be considered.

### 4. Project Cost:

If a more detailed breakdown of cost estimates is being provided, a sample cost estimates sheet is provided for your use.

Sample Construction Cost Estimate

For latest cost information go to:

http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm

What is the total estimated cost of the work requested to be funded as a transportation alternative project through this application?

Planning Activities.	\$		
Project Development and Environmental Studies.	\$		
Engineering and Final Plans Preparation Work.	\$ 89,000 Completed by County		
Right of Way Acquisition.	\$		
Construction.	\$ 800,000		
Construction Engineering and Inspection Activities.	\$_80,000		
Other. (Describe)	\$		
TOTAL:	\$ 969,000		
How will the project be funded?			
FDOT Transportation Alternative Funds \$\frac{880,000}{} + Local \$\frac{89,000}{} = Total \$\frac{969,000}{}			
FDOT Transportation Alternative Funds 91 % + 1	ocal 9 % = 100%		

# CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein des	scribed is supported by Escambia County BOCC
	(Project Sponsor)
the Florida Department of Transportation; (3) comp <b>Acquisition Policies Act</b> for any Right of Way act necessary to fully implement the proposed project.	unding match; (2) enter into a maintenance agreement with oly with the <i>Federal Uniform Relocation Assistance and</i> tions required for the project, and (4) support other actions. I further certify that the estimated costs included herein are tes in these costs could cause the project to be removed k program.
If project is not located along a state roadway:  Is sponsor or applicant willing to administer project to Yes_X No	using the Department's Local Agency Program (check one)
Status of sponsor/administrator's LAP certification: Applied for certification & pending review Pla Other (explain)	anning to apply for certification
Is resolution included with application? Yes_X A copy of the adopted resolution showing sponsor's be included with this application.	Nos (board or council) approval and support of project should
	Signature
Approved as to form and legal	olg.iuta.o
sufficiency.	Steven Barry
By/Title: THOUTH	Name (please type or print)
Date: 2/6/15	Chairman
	Title
	Date
ATTEST: Pam Childers  Clerk of the Circuit Court	
By:	
Deputy Clerk	

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 3 APPLICATION TRANSPORTATION ALTERNATIVE PROGRAM PROJECTS

Date: Mar	Ch 2, 2015 TPO (If Applicable): Florida-Alabama TPO
Project Title	e: 'W' Street (CR-453) Sidewalks and ADA Upgrades
_	nsor Escambia County Board of County Commissioners
authority; tra school; triba transportation	o 23 USC 213(c)(4)(B) a project sponsor may be a local government; regional transportation ansit agency; natural resource or public land agency; school district, local education agency, or all government; or other local or regional governmental entity with responsibility for oversight of on or recreational trails (other than a metropolitan planning organization or a state agency) that the nines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.
Contact <u>Th</u>	omas Brown, Jr Title Transportation Planner
Address 33	863 West Park PL, Pensacola, FL 32505
Phone 850	-595-3404 Fax 850-595-3405
e-mail addre	ess:_thomas_brown@co.escambia.fl.us
Priority (rela	tive to other applications submitted by the Project Sponsor).
Name of Ap	plicant (If other than Project Sponsor):
meet all crit	Il activities possible does not ensure or increase eligibility. Each activity checked must teria required by FHWA.  formation from FHWA go to: http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm
X	Construction, Planning, and Design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990
	Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs
	Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users
<del></del>	Construction of turnouts, overlooks, and viewing areas
<u>,</u>	Community improvement activities, including:  o Inventory, control, or removal of outdoor advertising; o Historic preservation and rehabilitation of historic transportation facilities; o Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and o Archaeological activities relating to impacts from implementation of a transportation project eligible under 23 USC.

		Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:
		<ul> <li>Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff including activities described in 23 USC 133(b)(11), 328(a) and 329; or</li> <li>Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among</li> </ul>
		terrestrial or aquatic habitats.
		The Recreational Trails Program under 23 USC 206 – Contact Alexandra Weiss at Department Of Environmental Protection, Office of Greenways and Trails (850) 245-2052, toll-free at 1-877-822-5208, or email Alexandra.Weiss@dep.state.fl.us
		Safe Routes to School Projects – A separate application (FDOT Form # 500-000-30) must be submitted. This form may be accessed at: <a href="http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5">http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5</a> Contact Alicia Brininger at (850) 330-1550 for further information.
	<del></del>	Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.
2. F	-	Description:  dditional sheets as necessary to respond to the following:
	(a)	Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multi-use paths, include the preferred width and construction material, (i.e. concrete or asphalt surface). If the project is located parallel to a roadway include which side of roadway is proposed for the construction, and note any unique or special features that may be necessary which have been identified (such as boardwalks, bridges, drainage, guardrail, etc.).
	(b)	What type of work is being proposed? (Check all that apply)
		_ Planning Activities
		_ Project Development and Environmental Studies
	X	_ Engineering and Final Plans Preparation Work
		_ Right of Way Acquisition
	X	_ Construction
	X	Construction Engineering and Inspection Activities
	(c)	Where is the project located (and what is the project length and termini, if appropriate)? Include location map.
	(d)	Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.
	(e)	Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).
	(f)	Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.

Describe any related project work phases that are already complete or currently underway.

Other specific project information that should be considered.

(g)

(h)

#### 3. Project Implementation Information:

Attach documentation as exhibits to this application.

- (a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's **Local Agency Program Manual (Topic No. 525-010-300).**
- (b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).
- (c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.
- (d) Describe source of matching funds and any restrictions on availability.
- (e) Other specific implementation information that should be considered.

#### 4. Project Cost:

If a more detailed breakdown of cost estimates is being provided, a sample cost estimates sheet is provided for your use.

Sample Construction Cost Estimate

For latest cost information go to:

http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm

What is the total estimated cost of the work requested to be funded as a transportation alternative project through this application?

Planning Activities.	\$
Project Development and Environmental Studies.	\$
Engineering and Final Plans Preparation Work.	\$ 36,341
Right of Way Acquisition.	\$
Construction.	\$ 302,840
Construction Engineering and Inspection Activities.	\$30,284
Other. (Describe)	\$
TOTAL:	<b>\$</b> 369,465
How will the project be funded?	
FDOT Transportation Alternative Funds \$369,465 + Loc	eal \$_0 = Total \$_369,465
FDOT Transportation Alternative Funds100% + L	ocal <u> </u>

#### CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein description	cribed is supported by Escambia County BOCC
	(Project Sponsor)
the Florida Department of Transportation; (3) comp Acquisition Policies Act for any Right of Way acti necessary to fully implement the proposed project.	Inding match; (2) enter into a maintenance agreement with ly with the <i>Federal Uniform Relocation Assistance and</i> ons required for the project, and (4) support other actions I further certify that the estimated costs included herein are es in these costs could cause the project to be removed a program.
If project is not located along a state roadway: Is sponsor or applicant willing to administer project u Yes_X No	using the Department's Local Agency Program (check one)
Status of sponsor/administrator's LAP certification: Applied for certification & pending review Pla Other (explain)	anning to apply for certification
Is resolution included with application? Yes $\underline{X}$ A copy of the adopted resolution showing sponsor's be included with this application.	No (board or council) approval and support of project should
	Signature
Approved as to form and legal	
sufficiency.	Steven Barry
By/Title:	Name (please type or print)
Date: 12/10/15	Chairman
70/	Title
	Date
ATTEST: Pam Childers Clerk of the Circuit Court	
By: Deputy Clerk	
Deputy Clerk	

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 3 APPLICATION TRANSPORTATION ALTERNATIVE PROGRAM PROJECTS

Date: Mar	ch 2, 2015 TPO (If Applicable): Florida-Alabama TPO
·	Dog Track Rd (CR-297) Paved Shoulders
=	nsor Escambia County Board of County Commissioners
According to authority; tra school; triba transportatio	o 23 USC 213(c)(4)(B) a project sponsor may be a local government; regional transportation ansit agency; natural resource or public land agency; school district, local education agency, or I government; or other local or regional governmental entity with responsibility for oversight of on or recreational trails (other than a metropolitan planning organization or a state agency) that the nines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.
Contact <u>Th</u>	omas Brown, Jr Title Transportation Planner
Address <u>33</u>	63 West Park PL, Pensacola, FL 32505
Phone <u>850</u>	-595-3404 Fax 850-595-3405
e-mail addre	ss: thomas_brown@co.escambia.fl.us
Priority (rela	tive to other applications submitted by the Project Sponsor).
Name of Ap	olicant (If other than Project Sponsor):
	ceria required by FHWA.  comparison from FHWA go to: http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm  Construction, Planning, and Design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation including sidewalks, bicycle
	infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990
X	Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs
	Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users
	Construction of turnouts, overlooks, and viewing areas
	<ul> <li>Community improvement activities, including:         <ul> <li>Inventory, control, or removal of outdoor advertising;</li> <li>Historic preservation and rehabilitation of historic transportation facilities;</li> <li>Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and</li> <li>Archaeological activities relating to impacts from implementation of a transportation project eligible under 23 USC.</li> </ul> </li> </ul>

	_	Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:  Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff including activities described in 23 USC 133(b)(11), 328(a) and 329; or  Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.  The Recreational Trails Program under 23 USC 206 – Contact Alexandra Weiss at Department Of Environmental Protection, Office of Greenways and Trails (850) 245-2052, toll-free at 1-877-822-5208, or email Alexandra.Weiss@dep.state.fl.us  Safe Routes to School Projects – A separate application (FDOT Form # 500-000-30) must be submitted. This form may be accessed at: http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5
		Contact Alicia Brininger at (850) 330-1550 for further information.
	_	Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.
2. Pı	•	Description: dditional sheets as necessary to respond to the following:
	(a)	Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multi-use paths, include the preferred width and construction material, (i.e. concrete or asphalt surface). If the project is located parallel to a roadway include which side of roadway is proposed for the construction, and note any unique or special features that may be necessary which have been identified (such as boardwalks, bridges, drainage, guardrail, etc.).
	(b)	What type of work is being proposed? (Check all that apply)
		Planning Activities
		_ Project Development and Environmental Studies
	X	_ Engineering and Final Plans Preparation Work
		_ Right of Way Acquisition
	X	_ Construction
	X	Construction Engineering and Inspection Activities
	(c)	Where is the project located (and what is the project length and termini, if appropriate)? Include location map.
	(d)	Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.
	(e)	Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).
	(f)	Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.
	(g)	Describe any related project work phases that are already complete or currently underway.

Other specific project information that should be considered.

(h)

#### 3. Project Implementation Information:

Attach documentation as exhibits to this application.

- (a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's **Local Agency Program Manual (Topic No. 525-010-300).**
- (b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).
- (c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.
- (d) Describe source of matching funds and any restrictions on availability.
- (e) Other specific implementation information that should be considered.

#### 4. Project Cost:

If a more detailed breakdown of cost estimates is being provided, a sample cost estimates sheet is provided for your use.

Sample Construction Cost Estimate

For latest cost information go to:

http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm

What is the total estimated cost of the work requested to be funded as a transportation alternative project through this application?

Planning Activities.	\$	
Project Development and Environmental Studies.	\$	
Engineering and Final Plans Preparation Work.	\$ <u>42,909</u>	
Right of Way Acquisition.	\$	
Construction.	\$ 357,574	
Construction Engineering and Inspection Activities.	<b>\$</b> 35,757	
Other. (Describe)	\$	
TOTAL:	\$ <u>436,240</u>	
How will the project be funded?		
FDOT Transportation Alternative Funds $$\frac{436,240}{} + \text{Local }$\frac{9}{} = \text{Total }$\frac{436,240}{}$		
FDOT Transportation Alternative Funds 100 % + Local 0 % = 100%		

# CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein desc	cribed is supported by Escambia County BOCC,
	(Project Sponsor)
the Florida Department of Transportation; (3) complete Acquisition Policies Act for any Right of Way action necessary to fully implement the proposed project.	nding match; (2) enter into a maintenance agreement with ly with the <i>Federal Uniform Relocation Assistance and</i> ons required for the project, and (4) support other actions. I further certify that the estimated costs included herein are as in these costs could cause the project to be removed a program.
If project is not located along a state roadway:  Is sponsor or applicant willing to administer project u  Yes_X_ No	using the Department's Local Agency Program (check one)
Status of sponsor/administrator's LAP certification: (Applied for certification & pending review Plate Other (explain)	anning to apply for certification
Is resolution included with application? Yes $\underline{X}$ A copy of the adopted resolution showing sponsor's be included with this application.	No (board or council) approval and support of project should
	Signature
Approved as to form and legal	Steven Barry
sufficiency.	Name (please type or print)
By/Title: / / /////	
Date: POINTS	Chairman
V es/	Title
	Date
ATTEST: Pam Childers Clerk of the Circuit Court	
By: Deputy Clerk	
Deputy Clerk	

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 3 APPLICATION TRANSPORTATION ALTERNATIVE PROGRAM PROJECTS

Date: March	2, 2015 TPO (If Applicab	le): Florida-Alabama
Project Title: Sa	aufley Field Rd Sidewalk	
Project Sponsor _	Escambia County Board of	County Commissioners
authority; transit a school; tribal gove transportation or r	agency; natural resource or public land ernment; or other local or regional gov recreational trails (other than a metrop	ay be a local government; regional transportation d agency; school district, local education agency, or vernmental entity with responsibility for oversight of politan planning organization or a state agency) that the ls of subsection (c) of section 213 of title 23.
Contact _ Thomas	s Brown, Jr	Title Transportation Planner
Address 3363	West Park PL, Pensacola,	FL 32505
Phone 850-595	5-3404	Fax 850-595-3405
e-mail address:	thomas_brown@co.escambia.	fl.us
Priority (relative to	o other applications submitted by the l	Project Sponsor). 2
Name of Applican	t (If other than Project Sponsor):	
Check the Transportation Alternatives Program (TAP) activity that the proposed project will address. (NOTE: Checking all activities possible does not ensure or increase eligibility. Each activity checked must meet all criteria required by FHWA.  For more information from FHWA go to: http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm  Construction, Planning, and Design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation including sidewalks, bicycle		
safe		als, traffic calming techniques, lighting and other tation projects to achieve compliance with the
prov		astructure-related projects and systems that will ing children, older adults, and individuals with
	version and use of abandoned railroa r non-motorized transportation users	d corridors for trails for pedestrians, bicyclists, or
Cons	struction of turnouts, overlooks, and v	iewing areas
 c	<ul> <li>Vegetation management practices safety, prevent against invasive sp</li> </ul>	

.—.	<u> </u>	Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:
		<ul> <li>Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff including activities described in 23 USC 133(b)(11), 328(a) and 329; or</li> <li>Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.</li> </ul>
		·
	_	The Recreational Trails Program under 23 USC 206 – Contact Alexandra Weiss at Department Of Environmental Protection, Office of Greenways and Trails (850) 245-2052, toll-free at 1-877-822-5208, or email Alexandra.Weiss@dep.state.fl.us
		Safe Routes to School Projects – A separate application (FDOT Form # 500-000-30) must be submitted. This form may be accessed at: <a href="http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5">http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5</a> Contact Alicia Brininger at (850) 330-1550 for further information.
<del></del>	<del></del>	Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.
2. F	-	Description: dditional sheets as necessary to respond to the following:
	(a)	Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multi-use paths, include the preferred width and construction material, (i.e. concrete or asphalt surface). If the project is located parallel to a roadway include which side of roadway is proposed for the construction, and note any unique or special features that may be necessary which have been identified (such as boardwalks, bridges, drainage, guardrail, etc.).
	(b)	What type of work is being proposed? (Check all that apply)
		_ Planning Activities
		Project Development and Environmental Studies
		_ Engineering and Final Plans Preparation Work
		_ Right of Way Acquisition
	X	_ Construction
	X	Construction Engineering and Inspection Activities
	(c)	Where is the project located (and what is the project length and termini, if appropriate)? Include location map.
	(d)	Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.
	(e)	Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).
	(f)	Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.

Describe any related project work phases that are already complete or currently underway.

(h) Other specific project information that should be considered.

(g)

#### 3. Project Implementation Information:

Attach documentation as exhibits to this application.

- (a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's **Local Agency Program Manual (Topic No. 525-010-300).**
- (b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).
- (c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.
- (d) Describe source of matching funds and any restrictions on availability.
- (e) Other specific implementation information that should be considered.

#### 4. Project Cost:

If a more detailed breakdown of cost estimates is being provided, a sample cost estimates sheet is provided for your use.

Sample Construction Cost Estimate

For latest cost information go to:

 $\underline{\text{http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm}}$ 

What is the total estimated cost of the work requested to be funded as a transportation alternative project through this application?

Planning Activities.	\$
Project Development and Environmental Studies.	\$
Engineering and Final Plans Preparation Work.	\$
Right of Way Acquisition.	\$
Construction.	\$_2,016,000
Construction Engineering and Inspection Activities.	\$ <u>201,600</u>
Other. (Describe)	\$
TOTAL:	\$ <u>2,217,600</u>
How will the project be funded?	
FDOT Transportation Alternative Funds $\$^{2,217,6}$ $\$^{0}$ Loc	cal \$= Total \$\frac{2,217,600}{}
FDOT Transportation Alternative Funds 100 % + 1	ocal % = 100%

### CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein desc	cribed is supported by Escambia County BOCC
	(Project Sponsor)
the Florida Department of Transportation; (3) comp Acquisition Policies Act for any Right of Way acti necessary to fully implement the proposed project.	anding match; (2) enter into a maintenance agreement with ally with the <i>Federal Uniform Relocation Assistance and</i> ions required for the project, and (4) support other actions. I further certify that the estimated costs included herein are seen in these costs could cause the project to be removed a program.
If project is not located along a state roadway:  Is sponsor or applicant willing to administer project u  Yes_X No	using the Department's Local Agency Program (check one)
Status of sponsor/administrator's LAP certification: Applied for certification & pending review Pla Other (explain)	anning to apply for certification
Is resolution included with application? Yes $\underline{X}$ A copy of the adopted resolution showing sponsor's be included with this application.	No (board or council) approval and support of project should
Assessed as to form and local	Signature
Approved as to form and legal sufficiency	
XII. UMA	Steven Barry Name (please type or print)
By/Title: SHAMOUPUI	
bate	Chairman
	Title
	Date
ATTEST: Pam Childers	
Clerk of the Circuit Court	
By:	
Deputy Clerk	

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 3 APPLICATION TRANSPORTATION ALTERNATIVE PROGRAM PROJECTS

Date: Marc	ch 2, 2015 TPO (If Applicable): Florida-Alabama TPO
Project Title	e: Pensacola Beach Ferry Service Landing Site
-	nsor Escambia County Board of County Commissioners
According to authority; tra school; tribal ransportatio State determ	23 USC 213(c)(4)(B) a project sponsor may be a local government; regional transportation nsit agency; natural resource or public land agency; school district, local education agency, or government; or other local or regional governmental entity with responsibility for oversight of n or recreational trails (other than a metropolitan planning organization or a state agency) that the nines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.
	omas Brown, Jr Title Transportation Planner
Address 33	63 West Park PL, Pensacola, FL 32505
Phone <u>850</u> -	-595-3404 Fax 850-595-3405
e-mail addre	ss:_thomas_brown@co.escambia.fl.us
Priority (relat	ive to other applications submitted by the Project Sponsor).
Name of App	olicant (If other than Project Sponsor):
Checking al meet all crit	ansportation Alternatives Program (TAP) activity that the proposed project will address. (NOTE: I activities possible does not ensure or increase eligibility. Each activity checked must eria required by FHWA.  The proposed project will address. (NOTE: I activities possible does not ensure or increase eligibility. Each activity checked must eria required by FHWA.  The proposed project will address. (NOTE: I activities possible does not ensure or increase eligibility. Each activity checked must eria required by FHWA.  The proposed project will address. (NOTE: I activities possible does not ensure or increase eligibility. Each activity checked must eria required by FHWA.  The proposed project will address. (NOTE: I activities possible does not ensure or increase eligibility. Each activity checked must eria required by FHWA.  The proposed project will address. (NOTE: I activities possible does not ensure or increase eligibility. Each activity checked must eria required by FHWA.  The project project will address. (NOTE: I activities possible does not ensure or increase eligibility. Each activity checked must eria required by FHWA.  The project possible does not ensure or increase eligibility. Each activity checked must eria required by FHWA.  The project possible does not ensure or increase eligibility. Each activity checked must eria required by FHWA.  The project possible does not ensure or increase eligibility. Each activity checked must eria required by FHWA.  The project possible does not ensure or increase eligibility. Each activity checked must eria required by FHWA.  The project possible does not ensure or increase eligibility. Each activity checked must eria required by FHWA.  The project possible does not ensure or increase eligibility. Each activity checked must eria required by FHWA.  The project possible does not ensure or increase eligibility. Each activity checked must eria required by FHWA.  The project possible does not ensure or increase eligibility. Each activity checked must eria required by FHWA
X	safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990  Construction, planning, and design of infrastructure-related projects and systems that will
	provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs
	Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users
	Construction of turnouts, overlooks, and viewing areas
	Community improvement activities, including:  o Inventory, control, or removal of outdoor advertising; o Historic preservation and rehabilitation of historic transportation facilities; O Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and O Archaeological activities relating to impacts from implementation of a transportation project eligible under 23 USC.

		Page 2	of 4
	_	<ul> <li>Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:         <ul> <li>Address storm water management, control, and water pollution prevention or abatemer related to highway construction or due to highway runoff including activities described in 23 USC 133(b)(11), 328(a) and 329; or</li> <li>Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.</li> </ul> </li> </ul>	n
	-	The Recreational Trails Program under 23 USC 206 – Contact Alexandra Weiss at Departmen Of Environmental Protection, Office of Greenways and Trails (850) 245-2052, toll-free at 1-877-822-5208, or email Alexandra.Weiss@dep.state.fl.us	it
	-	Safe Routes to School Projects – A separate application (FDOT Form # 500-000-30) must be submitted. This form may be accessed at: <a href="http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5">http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5</a> Contact Alicia Brininger at (850) 330-1550 for further information.	
	_	Planning, designing, or constructing boulevards and other roadways largely in the right-of-way former Interstate System routes or other divided highways.	of
2. Pr	-	Description: dditional sheets as necessary to respond to the following:	
	(a)	Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multi-use paths, include the preferred width and construction material, (i.e. concrete or asphalt surface). If the project is located parallel to a roadway include which side or roadway is proposed for the construction, and note any unique or special features that may be necessary which have been identified (such as boardwalks, bridges, drainage, guardrail, etc.).	of
	(b)	What type of work is being proposed? (Check all that apply)	
		_ Planning Activities	
		Project Development and Environmental Studies	

- (c) Where is the project located (and what is the project length and termini, if appropriate)? Include location map.
- (d) Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.

Engineering and Final Plans Preparation Work

Construction Engineering and Inspection Activities

Right of Way Acquisition

Construction

- (e) Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).
- (f) Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.
- (g) Describe any related project work phases that are already complete or currently underway.
- (h) Other specific project information that should be considered.

X

X

X

#### 3. Project Implementation Information:

Attach documentation as exhibits to this application.

- (a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's **Local Agency Program Manual (Topic No. 525-010-300).**
- (b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).
- (c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.
- (d) Describe source of matching funds and any restrictions on availability.
- (e) Other specific implementation information that should be considered.

#### 4. Project Cost:

If a more detailed breakdown of cost estimates is being provided, a sample cost estimates sheet is provided for your use.

Sample Construction Cost Estimate

For latest cost information go to:

http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm

What is the total estimated cost of the work requested to be funded as a transportation alternative project through this application?

Planning Activities.	\$
Project Development and Environmental Studies.	\$
Engineering and Final Plans Preparation Work.	\$ <u>95,000</u>
Right of Way Acquisition.	\$
Construction.	\$ <u>1,798,507</u>
Construction Engineering and Inspection Activities.	\$
Other. (Describe) Permits	\$ <u>15,000</u>
TOTAL:	\$ <u>1,908,507</u>
How will the project be funded?	
FDOT Transportation Alternative Funds \$\frac{1,908,50}{2}\$+ Loc	cal \$0 = Total \$_1,908,507
FDOT Transportation Alternative Funds100% + L	ocal % = 100%

# CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein desc	ribed is supported by Escambia County BOCC
	(Project Sponsor)
the Florida Department of Transportation; (3) comply Acquisition Policies Act for any Right of Way action necessary to fully implement the proposed project.	nding match; (2) enter into a maintenance agreement with y with the <i>Federal Uniform Relocation Assistance and</i> ons required for the project, and (4) support other actions I further certify that the estimated costs included herein are s in these costs could cause the project to be removed program.
If project is not located along a state roadway:  Is sponsor or applicant willing to administer project us  Yes_X No	sing the Department's Local Agency Program (check one)
Status of sponsor/administrator's LAP certification: CApplied for certification & pending review Plan Other (explain)	nning to apply for certification
Is resolution included with application? Yes $\underline{X}$ A copy of the adopted resolution showing sponsor's be included with this application.	No (board or council) approval and support of project should
	Signature
approved as to form and legal	
sufficiency.	Steven Barry
By/Title: KHINGLAKH	Name (please type or print)
Date:	Chairman
/W/P	Title
	Date
ATTEST: Pam Childers Clerk of the Circuit Court	
Ву:	
Deputy Clerk	

## RESOLUTION R2015-\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IN SUPPORT OF AN APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING TO DESIGN AND CONSTRUCT MULTI-MODAL FACILITIES ALONG SEVERAL COUNTY ROADS; ESTABLISHING A NEED FOR MULTI-MODAL FACILITIES; PROVIDING FOR REGIONAL AND COUNTY TRANSPORTATION PLANNING ENDORSEMENT OF MULTI-MODAL AMENITIES PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida desires to promote and encourage alternative modes of transportation; and

WHEREAS, traffic congestion, traffic accidents and pollution of the environment all stand to be reduced through a decrease in the dependence on motor vehicles; and

**WHEREAS**, Escambia County is attempting to alleviate the burgeoning demand created by motor vehicles on the roadway system; and

WHEREAS, the roadways known as Massachusetts Avenue; Chemstrand Road (CR-749); "W" Street (CR-453); Dog Track Road (CR-297); Saufley Field Road; and the Pensacola Beach Ferry Service Landing Site at Quietwater Beach are located in the unincorporated area of Escambia County, Florida; and

**WHEREAS,** many citizens of Escambia County have expressed a desire for a multi-modal facilities throughout the county; and

WHEREAS, the following projects are proposed and approved in the Florida-Alabama Transportation Planning Organization's Long Range Transportation Plan;

Sidewalks along Massachusetts Avenue from Hollywood Boulevard to Mobile Highway (SR-30);

Sidewalks along Chemstrand Road (CR-749) from Nine Mile Road (SR-10) to Ten Mile Road;

Sidewalks along "W" Street (CR-453) from Fairfield Drive (SR-295) to Navy Boulevard (SR-30);

Paved shoulders along Dog Track Road (CR-297) from Blue Angel Parkway (SR-173) to Lillian Highway (SR-30);

Sidewalks along Saufley Field Road (CR-296) from Mobile Highway (SR-10A) to Saufley Field gate; and

Pensacola Beach Ferry Service Landing Site at Quietwater Beach; and

WHEREAS, Federal Surface Transportation Program funds are now available for Transportation Alternatives Projects through the State of Florida Department of Transportation; and

WHEREAS, these projects appear to meet the eligibility requirements for funding, and it is in the best interests of the public health, safety, and welfare of the citizens of Escambia County that the funding be sought from the State of Florida Department of Transportation.

# NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:

<u>Section 1.</u> That the proposed multi-modal projects applications have been endorsed by the Florida-Alabama Transportation Planning Organization and Escambia County as serving an unmet vital transportation need for the public health, safety, and welfare of the citizens of Escambia County.

<u>Section 2.</u> That the Board of County Commissioners, in furtherance of such purpose, supports filing the application with the State of Florida Department of Transportation for Federal Transportation Alternatives Program funding of the projects listed.

<u>Section 3.</u> This Resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADODTED 41:- -f

ADC	DPTED this of	, 2015
		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
ATTEST:	Pam Childers	By: Steven Barry, Chairman
ATTEST.	Clerk of the Circuit Court	
By:		
	Deputy Clerk	Approved as to form and legal sufficiency.
(SEAL)		By/Title: Date: 2/6/15

201E



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7618 County Administrator's Report 15. 16.
BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 02/19/2015

**Issue:** Acceptance of a Drainage Easement Located at 6804 Devonshire

Circle

**From:** Joy D. Blackmon, P.E., Department Director

**Organization:** Public Works

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning the Acceptance of a Drainage Easement Located at 6804

Devonshire Circle - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a 7.5-foot-wide drainage easement (approximately 501 square feet), along the south side of the property located at 6804 Devonshire Circle, from Edward A. Allen, for the 69th Avenue Drainage Project:

A. Accept the donation of a 7.5-foot-wide drainage easement (approximately 501 square feet), along the south of the property located at 6804 Devonshire Circle, from Edward A. Allen, for the 69th Avenue Drainage Project;

- B. Authorize the payment of documentary stamps as the easement is being donated for governmental use, which is for drainage improvements, and the County benefits from the acceptance of this drainage easement, which enhances the safety and well-being of the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the recording of documents; and
- D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept the Drainage Easement as of the day of delivery of the Drainage Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's office]

#### **BACKGROUND:**

The County has a project in design to make stormwater drainage improvements in the area of 69th Avenue located just south of Fairfield Drive. Edward A. Allen, the owner of the property at 6804 Devonshire Circle, has agreed to donate a seven and one-half (7.5) foot wide drainage easement (approximately 501 square feet) to the County to help facilitate the construction of this portion of the 69th Avenue Drainage Project.

Board approval is required for the Board's acceptance of the donated drainage easement.

### **BUDGETARY IMPACT:**

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's office.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Drainage Easement was 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, Escambia County Code of Ordinances.

### IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Codes.

#### **Attachments**

Drainage Easement
Property Info
Map

This document was prepared by: Kara Johnson Escambia County Public Works Department 3363 West Park Place Pensacola, Florida 32505

A Portion of 11-2S-31-1300-000-031 69<sup>th</sup> Avenue Drainage Improvements

STATE OF FLORIDA COUNTY OF ESCAMBIA

#### DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 2 day of 340 A 2, 2015, by and between Edward A. Allen, a single man, whose mailing address is 6804 Devonshire Circle, Pensacola, Florida 32506 (Grantor) 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 (Grantee).

#### WITNESSETH:

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 11, Township 2 South, Range 31 West, Escambia County, Florida;

WHEREAS, the Grantor is the owner of the real property, over, across and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement area and the right to excavate, construct and maintain the drainage easement.

#### See attached Exhibit "A"

GRANTOR also does hereby grant, bargain, convey, transfer, dedicate and deliver to Grantee the right to clear, keep clear, and remove from the drainage easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement area or any structures installed thereon by Grantee. Notwithstanding, the issuance of any permit to construct or erect any structure in the easement area, Grantor, his successors and assigns, agree not to build, construct or create or permit others to build, construct or create any building or other structures in the drainage area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Easily removable improvements, such as fences may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement area, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified and the Grantor, his successors and assigns, agree to execute corrective instruments as may be required by Grantee.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee and its successors and assigns forever.

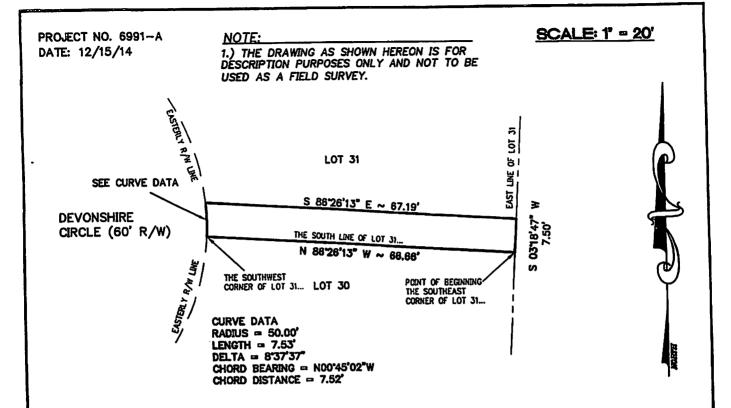
GRANTOR does hereby covenant with Grantee that he is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances, which would prohibit the Grantee from using the easement area for drainage and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement area and an appraisal of the drainage easement area unless otherwise provided for herein.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the date first above written.

Signed, sealed and delivered in the presence of:	
Witness Print Name Kaya Johnson	By: Audi J. Allen
Witness Lang Accoler Print Name LARY ROOD UN	
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was acknowledged before Edward A. Allen. He () is personally known to me or FL. DRIVELS	ore me this 8 day of TANVARY, 20 15, by has produced current as identification.
(Notary Seal)	Signature of Notary Public
LARRY GOODWIN  Notary Public - State of Florida  Commission #FF109898  My Commission Expires  May 17, 2018	Printed Name of Notary Public

#### ACCEPTANCE

	, 20, as autho	orized by the Board of County Commissioners of Escambia
County, Florid	la at its meeting held on	
		BOARD OF COUNTY COMMISSONERS ESCAMBIA COUNTY, FLORIDA
		Steven Barry, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Court	
ATTEST:  Deputy C	Clerk of the Circuit Court	
	Clerk of the Circuit Court	
	Clerk of the Circuit Court	
	Clerk of the Circuit Court	This document approved as to for and legal safficiency.
	Clerk of the Circuit Court	This document approved as to for and legal safficiency.  By  Title  Au  County Albrus



# DESCRIPTION: PREPARED BY MERRILL PARKER SHAW, INC. A DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 31, FIRST ADDITION TO DEVONSHIRE, AS RECORDED IN PLAT BOOK 7, AT PAGE 23, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 86 DEGREES 26 MINUTES 13 SECONDS WEST ALONG THE SOUTH LINE OF LOT 31, FOR A DISTANCE OF 66.66 FEET TO THE SOUTHWEST CORNER OF LOT 31, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF DEVONSHIRE CIRCLE (60' R/W); THENCE GO NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BEING A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 50.00 FEET, FOR AN ARC OF 7.53 FEET (DELTA = 08 DEGREES 37 MINUTES 37 SECONDS, CHORD BEARING = NORTH 00 DEGREES 45 MINUTES 02 SECONDS WEST, CHORD DISTANCE = 7.52 FEET); THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, GO SOUTH 86 DEGREES 26 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 67.19 FEET TO THE EAST LINE OF LOT 31; THENCE GO SOUTH 03 DEGREES 18 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF LOT 31, FOR A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT IS SITUATED IN SECTION 11, TOWNSHIP 2 SOUTH, RANGE 31, WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 501 SQUARE FEET.

Jan Parke 12/15/14

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174
STATE OF FLORIDA

SHEET 1 OF 1

DESCRIPTION & DESCRIPTION DRAWING



FLORIDA CORPORATION NUMBER 7174



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL LAND SURVEYOR This document 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

#### AFFIDAVIT OF NON-IDENTITY

BEFORE ME, the undersigned authority, personally appeared **Edward A. Allen**, who, upon first being duly sworn, deposes and states as follows:

- 1. My name is Edward A. Allen. I am over the age of eighteen (18) years. I have personal knowledge of and am competent to testify to the matters stated in this affidavit.
- 2. I own the property described in the Warranty Deed recorded in Official Record Book 1606 at Page 144 of the public records of Escambia County, Florida.
- I am not the same person as the Edward Allen, Jr. referenced in those certain Judgments recorded in Official Record Book 6850 at Page 108 and Official Record Book 6852 at Page 1535, as certified in Official Record Book 6852 at Page 1536 of the public records of Escambia County, Florida.
- 4. I have never resided at 105 East Hatton Street, Pensacola, Florida 32503, and my date of birth is not February 23, 1975.

Dated this 8 day of TAVARY, 2015.

FURTHER AFFIANT SAYETH NAUGHT.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness Flue Burn

Print Name Kava Johnson

Edward A. Allen

of allo

Print Name \_\_\_

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this  $\frac{8}{8}$  day of  $\frac{1}{1}$  day of

Notary Seal Notary Public - State of Florida Commission #FF109898
My Commission Expires
May 17, 2018

Signature of Notary Public

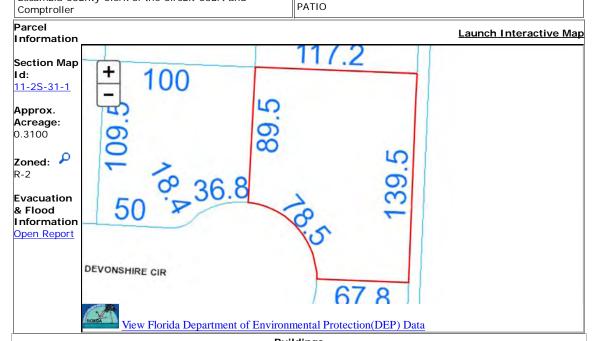
Printed Name of Notary Public

ECPA Home



**Back** 

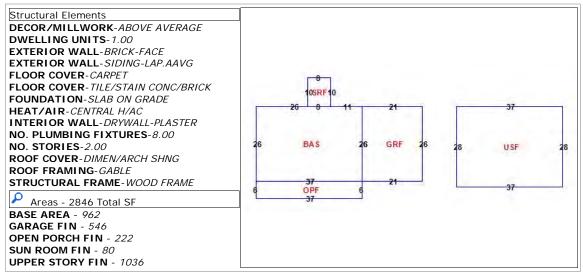
Printer Friendly Version Navigate Mode Account Reference **General Information** 2014 Certified Roll Assessment Reference: 112S311300000031 Improvements: \$78,809 Account: 093237755 Land: \$18,900 ALLEN EDWARD A Owners: 6804 DEVONSHIRE CIR \$97,709 Mail: Total: PENSACOLA, FL 32506 Save Our Homes: \$89,268 Situs: 6804 DEVONSHIRE CIR 32506 SINGLE FAMILY RESID P Use Code: **Disclaimer** Taxing **COUNTY MSTU** Authority: **Amendment 1/Portability Calculations** Tax Inquiry: **Open Tax Inquiry Window** Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector Sales Data 2014 Certified Roll Exemptions HOMESTEAD EXEMPTION, SENIOR EXEMPTION 25 YRS Official AND OVER, WIDOWER Records Sale Date Book Page Value Type (New Window) Legal Description 06/23/2010 6605 1116 \$100 OT LT 31 DEVONSHIRE 1ST ADDN PB 7 P 23 OR 1606 P 144 View Instr OR 6605 P 1116 01/1982 1606 144 \$70,000 WD View Instr 01/1969 455 501 \$33,100 WD View Instr **Extra Features** Official Records Inquiry courtesy of Pam Childers METAL BUILDING Escambia County Clerk of the Circuit Court and



#### Buildings

Building 1 - Address: 6804 DEVONSHIRE CIR, Year Built: 1969, Effective Year: 1969

1 of 2 11/17/2014 8:53 AM







7/17/14

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.

Last Updated: 11/17/2014 (tc.682)

2 of 2 11/17/2014 8:53 AM

# **Devonshire Drainage Easement**





ESCAMBIA COUNTY ENGINEERING DEPARTMENT

SSW 11/17/14 DISTRICT 1



15' Drainage Easement 7.5' per parcel



Edward Allen, 11-2S-31-1300-000-031



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7620 County Administrator's Report 15. 17. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 02/19/2015

**Issue:** Acceptance of a Drainage Easement Located at 6805 Devonshire

Circle

**From:** Joy D. Blackmon, P.E., Department Director

**Organization:** Public Works

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning the Acceptance of a Drainage Easement Located at 6805 Devonshire Circle - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a 7.5-foot-wide drainage easement (approximately 501 square feet), along the north side of the property located at 6805 Devonshire Circle, from Billy and Nancy Gibson, for the 69th Avenue Drainage Project:

- A. Accept the donation of a 7.5-foot-wide drainage easement (approximately 501 square feet), along the north side of the property located at 6805 Devonshire Circle, from Billy and Nancy Gibson, for the 69th Avenue Drainage Project;
- B. Authorize the payment of documentary stamps as the easement is being donated for governmental use, which is for drainage improvements, and the County benefits from the acceptance of this drainage easement, which enhances the safety and well-being of the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the recording of documents; and
- D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept the Drainage Easement as of the day of delivery of the Drainage Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's office]

#### **BACKGROUND:**

The County has a project in design to make stormwater drainage improvements in the area of 69th Avenue located just south of Fairfield Drive. Billy and Nancy Gibson, owners of the property at 6805 Devonshire Circle, have agreed to donate the seven and one-half (7.5) foot wide drainage easement (approximately 501 square feet) to the County to help facilitate this portion of the 69th Avenue Drainage Project.

Board approval is required for the Board's acceptance of the donated drainage easement

### **BUDGETARY IMPACT:**

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's office.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Drainage Easement was 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, Escambia County Code of Ordinances.

#### IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Codes.

#### **Attachments**

Drainage Easement
Property Info
Map

This document was prepared by: Kara Johnson Escambia County Public Works Department 3363 West Park Place Pensacola, Florida 32505

A Portion of 11-2S-31-1300-000-030 69<sup>th</sup> Avenue Drainage Improvements

STATE OF FLORIDA COUNTY OF ESCAMBIA

#### DRAINAGE EASEMENT

#### WITNESSETH:

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 11, Township 2 South, Range 31 West, Escambia County, Florida;

WHEREAS, the Grantors are the owner of the real property, over, across and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the promises contained herein and other good and valuable considerations, Grantors do hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement area and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit "A"

GRANTORS also hereby grant, bargain, convey, transfer, dedicate and deliver to Grantee the right to clear, keep clear, and remove from the drainage easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement area or any structures installed thereon by Grantee. Notwithstanding, the issuance of any permit to construct or erect any structure in the easement area, Grantors, their successors and assigns, agree not to build, construct or create or permit others to build, construct or create any building or other structures in the drainage area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Easily removable improvements, such as fences may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement area, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified and the Grantors, themselves, their successors and assigns, agree to execute corrective instruments as may be required by Grantee.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee and its successors and assigns forever.

GRANTORS do hereby covenant with Grantee that they are lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances, which would prohibit the Grantee from using the easement area for drainage and Grantors hereby waive any right to compensation for Grantee's use of the drainage easement area and an appraisal of the drainage easement area unless otherwise provided for herein.

6. 31

Signed, sealed and delivered in the presence of:	GRANTORS
Witness Print Name Kara Johnson Witness Print Name Kara Goodway Print Name Kara Goodway	By: Billy Gibson
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was acknowledged before Gibson. He () is personally known to me or () has as id	me this 8 day of JANUARY, 2015, by Billy produced current FL DRIVELS entification.
(Notary Seal)  LARRY GOODWIN  Notary Public - State of Florida  Commission #FF109898  My Commission Expires  May 17, 2018	Signature of Notary Public  Printed Name of Notary Public
Signed, sealed and delivered in the presence of:  Witness Print Name Lata Johnson  Witness Print Name Lata Johnson  Witness Print Name Lata Johnson	By: Nancy Gibson
STATE OF FLORIDA COUNTY OF ESCAMBIA  The foregoing instrument was acknowledged before Nancy Gibson. She () is personally known to me or ()	me this 8 day of JANUARY, 2015, by
(Notary Seal)	entification.
LARRY GOODWIN  Notary Public - State of Florida  Commission #FF109898  My Commission Expires  May 17, 2018	Signature of Notary Public  A LAY GOODWIN  Printed Name of Notary Public

# ACCEPTANCE

County Floris	da at its meeting held on	rized by the Board of County Commissioners of Escambia
Jounny, Florid	da at its meeting field on	
		BOARD OF COUNTY COMMISISONERS
		ESCAMBIA COUNTY, FLORIDA
		Steven Barry, Chairman
ATTEST:	Pam Childers	
	Clerk of the Circuit Court	

This document approved as to form and legal sufficiency.

Ву Title \_

Date Jan 27, 2015

SCALE: 1' - 20' PROJECT NO. 6991-B NOTE: 1.) THE DRAWING AS SHOWN HEREON IS FOR DATE: 12/15/14 DESCRIPTION PURPOSES ONLY AND NOT TO BE USED AS A FIELD SURVEY. EASTERLY LOT 31 . R/¥I THE NORTHWEST CORNER OF LOT 30... POINT OF BEGINNING THE NORTHEAST CORNER OF LOT 30... **DEVONSHIRE** CIRCLE (60' R/W) S 86"26"13" E ~ 66.66" THE NORTH LINE OF LOT 30 ... SEE CURVE DATA N 86'26'13" W ~ 67.26" 욹 5 LOT 30 8 i **CURVE DATA RADIUS = 50.00**° LENGTH = 7.53' DELTA = 8'37'37" CHORD BEARING - NO7'52'35"E CHORD DISTANCE = 7.52

# DESCRIPTION: PREPARED BY MERRILL PARKER SHAW, INC.

A DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 30, FIRST ADDITION TO DEVONSHIRE, AS RECORDED IN PLAT BOOK 7, AT PAGE 23, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 03 DEGREES 18 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF LOT 30, FOR A DISTANCE OF 7.50 FEET; THENCE DEPARTING SAID EAST LINE OF LOT 30, GO NORTH 86 DEGREES 26 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 67.26 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF DEVONSHIRE CIRCLE (60° R/W); THENCE GO NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE BEING A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 50.00 FEET, FOR AN ARC OF 7.53 FEET (DELTA = 08 DEGREES 37 MINUTES 37 SECONDS, CHORD BEARING = NORTH 07 DEGREES 52 MINUTES 35 SECONDS EAST, CHORD DISTANCE = 7.52 FEET) TO THE NORTHWEST CORNER OF LOT 30; THENCE GO SOUTH 86 DEGREES 26 MINUTES 13 SECONDS EAST ALONG THE NORTH LINE OF LOT 30, FOR A DISTANCE OF 66.66 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT IS SITUATED IN SECTION 11, TOWNSHIP 2 SOUTH, RANGE 31, WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 501 SQUARE FEET.

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174

STATE OF FLORIDA

SHEET 1 OF 1

DESCRIPTION & DESCRIPTION DRAWING



FLORIDA CORPORATION NUMBER 7174



12/15/14

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL LAND SURVEYOR

ECPA Home



Real Estate Tangible Property Sale Amendment 1/Portability
Search Search List Calculations

**Back** 

Printer Friendly Version Navigate Mode Account Reference **General Information** 2014 Certified Roll Assessment Reference: 112S311300000030 Improvements: \$90,603 Account: 093237750 Land: \$18,900 **GIBSON BILLY &** Owners: **GIBSON NANCY** Total: \$109,503 Mail: 6805 DEVONSHIRE CIR Save Our Homes: \$109,503 PENSACOLA, FL 32506 Situs: 6805 DEVONSHIRE CIR 32506 **Disclaimer** SINGLE FAMILY RESID 🔑 Use Code: **Taxing Amendment 1/Portability Calculations** COUNTY MSTU Authority: Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector Sales Data 2014 Certified Roll Exemptions HOMESTEAD EXEMPTION Official Sale Date Book Page Value Type Records (New Window) **Legal Description** 11/27/2013 7112 1912 \$122,000 WD LT 30 DEVONSHIRE 1ST ADDN PB 7 P 23 OR 7112 P View Instr 01/1969 439 458 \$34,500 WD View Instr

Parcel Launch Interactive Map Information 60 Section Map 40 ld: 11-2S-31-1 36.8 100 Approx. Acreage: DEVONSHIRE CIR 0.3100 100 Zoned: 🔑 50 R-2 20 36.8 109 Evacuation & Flood Information 100 118.5 Open Report 5 5 5 60 60 89 5 39 100

**Extra Features** 

None

#### **Buildings**

View Florida Department of Environmental Protection(DEP) Data

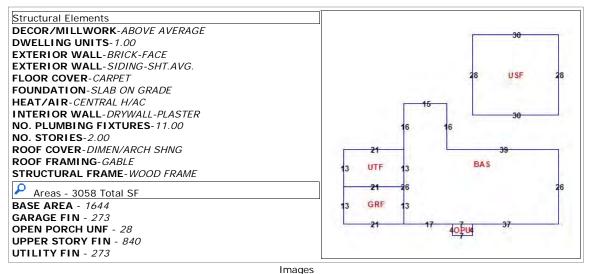
Building 1 - Address: 6805 DEVONSHIRE CIR, Year Built: 1969, Effective Year: 1969

Official Records Inquiry courtesy of Pam Childers

Escambia County Clerk of the Circuit Court and

Comptroller

1 of 2 11/17/2014 8:55 AM







5/9/14

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.

Last Updated: 11/17/2014 (tc.693)

2 of 2 11/17/2014 8:55 AM

# **Devonshire Drainage Easement**





ESCAMBIA COUNTY ENGINEERING DEPARTMENT

SSW 11/17/14 DISTRICT 1



15' Drainage Easement7.5' per parcel



Billy & Nancy Gibson, 11-2S-31-1300-000-030



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7644 County Administrator's Report 15. 18.
BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 02/19/2015

Issue: Issue Task Order on Contract PD 02-03.79 "Professional Services" for

CEI and Project Management Services for Olive Road East Project

Phase I

**From:** Joy D. Blackmon, P.E., Department Director

**Organization:** Public Works

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Issuance of a Task Order to Hatch Mott MacDonald, LLC, for the Olive Road East Multi-Lane Reconstruction and Drainage Project Phase I - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Approve transfer of funds (Drainage) from Local Option Sales Tax III (Fund 352, Cost Center 210107) from Ferry Pass Zone 2 (\$180,000), Ferry Pass Zones 4 & 5 (\$120,000) and Fairchild Road (\$100,000), for a total amount of \$400,000, to the Olive Road Project. A total of \$226,160.51 of this project transfer will be used for the Task Order for Construction, Engineering, Inspection (CEI), and Project Management Services. The balance of transferred funds (approximately \$174,000) will be used toward the purchase of property to accommodate drainage needs; and

B. Approve the issuance and authorize the County Administrator to execute a Task Order to Hatch Mott MacDonald, LLC, for the Olive Road East Multi-Lane Reconstruction and Drainage Project Phase I, for an amount of \$226,160.51, on Contract PD 02-03.79, "Professional Services", for Construction, Engineering, Inspection (CEI), and Project Management Services.

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210109 and Cost Center 210107, Object Code 56301]

#### **BACKGROUND:**

Due to reduced staff levels in the areas of engineering, inspection, and project management, this task order is necessary for the timely completion of the above-mentioned project. Under this task order, the consultants will provide construction, engineering, inspection, and project management services for the Olive Road East Multi-Lane Reconstruction and Drainage Project Project Phase 1.

#### **BUDGETARY IMPACT:**

Funds for this change order are available in Fund 352 "LOST III", Cost Center 210109 Object Code 56301 and in Fund 352, "LOST III", Cost Center 210107, Object Code 56301.

#### **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.

DRMP, Inc., Hatch Mott MacDonald, LLC, and Volkert, Inc., were the next three vendors on the Engineering/Infrastructure Division list to perform CEI Services. DRMP is designing Olive Road East which makes them ineligible to be assigned to this project, and Volkert is being awarded a contract for design of the Stillbrook Road Drainage Improvements on 02/19/2015. Therefore, the CEI Contract for this project is tentatively awarded to Hatch Mott MacDonald, LLC pending BCC approval. The vendors must have Florida Department of Transportation (FDOT) Certification to perform this type work.

#### IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a budget amendment will be transmitted to the Office of Management and Budget to transfer funds. In addition, a purchase requisition and task order for the CEI Services will be transmitted to the Office of Purchasing for processing.

#### **Attachments**

**CEI HMM Scope** 

Contract PD

County Engineer

Contractor:

Funds for

Christopher Curb cn=Christopher Curb, o, ou=PW-Engineering, email=cacurb@myescambi

#### **ESCAMBIA COUNTY ENGINEERING DEPARTMENT**

**CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS** 2015.01.20 11:33:25 -06'00' Project Name: OLIVE ROAD EAST MULTI LANE RECONSTRUCTION AND DRAINAGE PROJECT PHASE I Project ID: ENG1769 - 10en0363 Location: Olive Road East of Davis from GREGG ROAD TO LODE STAR DRIVE Project Manager: Chris Curb Date: 1/20/2015 This section to be completed by Project Managers: Signature Approval, Division Chief **DESCRIPTION OF REQUEST** This NEW Task Order provides for Construction Engineering Inspection (CEI) Services for the OLIVE ROAD EAST MULTI-LANE RECONSTRUCTION AND DRAINAGE PROJECT PHASE I. Engineering Task include providing construction engineering inspection and project management services for the Olive Road East Project Phase 1, according to the attached scope of work. These services are to be completed under a NOT TO EXCEED contract, for a total contract amount of \$226,160.51. The project construction is scheduled for 750 calendar days (2 years). In consideration, expected rain days and time extensions, the total contract duration for this project is estimated to be 800 days from issuance of Notice to Proceed. Attached backup documentation 7 page (s). RFF/NTP Start Date 1-Mar-15 or Upon Issuance of Notice to Proceed Time shall be (increased/decreased by 750 calendar days. Completion date is 3/20/2017 Obligated Required Balance of CIP Project Funds for Original Construction Contract Funds for Construction Change Order # Contract PD Contractor Funds for Original Task Order Funds for Addendum # Task Order PD Consultant Hatch Mott Macdonald 226,160.51 Funds for Original Work Order Funds for Change Order # to the Work Order Contract PD Contractor **Funds for Contingency** Funds for Permit Fees Funds for Land Purchases Funds for Title Work

New Balance of CIP Project (226 160 51)

Contractor

This section to be completed by Administration to accomplish fund transfer: Fund Project # Project Name Amount From: Fund Project # Project Name Amount To: Transfer

Transferred by

Posted to Expedition			
Date:	_		

Transfer Date

#### SCOPE OF WORK

# CONSTRUCTION, ENGINEERING, INSPECTION AND PROJECT MANAGEMENT (CEI SERVICES) FOR THE

# OLIVE ROAD EAST MULTI LANE RECONSTRUCTION AND DRAINAGE PROJECT PHASE I (GREGG ROAD TO LODE STAR DRIVE)

#### **Project Narrative:**

The Olive Road Multi Lane Reconstruction and Drainage Project will consist of the construction of two eleven foot travel lanes (one in each direction), one twelve foot center turn lane, two four foot bike lanes (one in each direction), type "F" curb and gutter and six foot sidewalks on both the north and south sides of the roadway. Drainage features will include curb inlets, back of sidewalk inlets and the construction of a storm water retention pond (Pond 1) between Lawton Street and Kipling Street on the south side of the roadway. The project will additionally consist of the replacement of an existing CA water main. The improvements will take place along Olive Road, from approximately Gregg Road to Lode Star Drive in Pensacola, Florida. The improvements will be constructed within existing Escambia County right-of-way, and also within drainage/utility easements and Temporary Work Agreements (TWA's) that have been obtained by Escambia County.

#### **Contract Time:**

The Contractors work shall be substantially completed within seven hundred and twenty (720) calendar days from the Commencement Date, and fully complete within Thirty (30) consecutive calendar days from the date of Substantial Completion. To allow for time extensions and rain days the **CEI services contract shall be 800 days.** 

#### SCOPE OF SERVICES SUMMARY

The Scope of Work for this project is to provide construction, engineering, inspection and project management services for the Olive Road East Project Phase 1. This document gives the Consultant the same responsibility and authority as Escambia County when administering this County construction project contract. The administration of the **OLIVE ROAD EAST MULTI LANE RECONSTRUCTION AND DRAINAGE PROJECT PHASE I (GREGG ROAD TO LODE STAR DRIVE) Project** will be conducted by the Consultant in full cooperation with the Escambia County. Escambia County will have the final word in regard to challenges of Consultant authority by the contractor or decisions made by the Consultant regarding the work. The ultimate goal of Escambia County and the Consultant should be to administer the contract in a highly professional manner, conducive to a cooperative relationship between the Consultant, Contractors, and Escambia County, and to complete the work on budget and on time with minimum inconvenience and maximum safety for the public.

The responsibilities of the Consultant on this project are, but not limited to:

- **1. Erosion Control and Preconstruction Conferences:** Prepare for and conduct the Erosion Control and Preconstruction Conferences. Address and resolve all issues that arise at the meetings with appropriate offices, agencies and divisions. Prepare and distribute detailed minutes of the meeting.
- **2. Attend Weekly Meetings:** Prepare the agenda, attend, and conduct a meeting every week with Escambia County personnel, Contractor, Sub-Contractors, Utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events, the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting. Distribute written minutes to the appropriate agencies.

- **3. Project Administration:** Provide project administration and coordinate with the assigned Project Coordinator. Prepare for, cooperate with, and assist auditors who may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Monitor contractor's hours worked and materials on the project and verify all pay requests for accuracy. Prior to starting work, submit to Project Coordinator a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the Project Coordinator and be available at any time in the case of an emergency on the project. The Consultant should also obtain from the Contractor a list of personnel that will be responsible for any occurrence that may arise on the project, for the life of the project.
- **4. Provide Construction Inspection:** Provide effective and qualified supervision of all inspection services being conducted by Prime Contractor and Sub-Contractors. All field technicians must be certified in the applicable FDOT certification workshops or have applicable training certifications/records listed below:

Asphalt Roadway Paving Inspector
Asphalt Plant Inspection
Class 1 Concrete Technician
Soils and Aggregate Technician
Earthwork Technician
Nuclear Gauge Trained and Proficient
SWPPP Training Certifications
Americans with Disabilities Act (ADA) Title II and Section 504 Training

Certification from another State Highway Department, nationally recognized institution, or other approved agency may be acceptable in lieu of the FDOT certification.

- **5. Conduct Field Surveys:** Verify surveying services to obtain original, final, as well as, progress estimate quantities for payment of all earthwork pay items to the Contractor. Be prepared to justify quantities in case of discrepancies between the Contractors and Project Coordinator. Upon request, check construction layout when deemed necessary by the Project Coordinator.
- **6. Supplemental Agreements/Construction Changes:** Notify the Project Coordinator of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the Contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the Project Coordinator.
- **7. Shop Drawings:** Preview and approve all shop drawings prior to the Contractor submitting them to the appropriate Vendor.
- **8. Quality Assurance, Testing for Acceptance, and Training:** Copies of all certifications should be filed in the project records for review by Escambia County at any time. Any temporary waivers of certification or licensing will be reviewed by Escambia County for the final decision. Provide certification training to Consultant personnel for all necessary field-testing and inspection. Monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications. Document Consultant testing on standard forms provided by Escambia County and distribute as required. Monitor documentation of testing by the Contractor. Field test verification by the Consultant includes, but is not limited to, all asphalt related testing to include

asphalt plant inspection and all concrete related testing for acceptance by Escambia County, nuclear density testing of earthwork, base stone, asphalt, structural backfill and pipe backfill as defined in the Standard Specifications and Escambia County's sampling and testing schedule. The Consultant will also verify aggregate analysis and moisture testing for roadway embankment and base stone materials as defined in the Standard Specifications and Escambia County's sampling and testing schedule. (Note: All tests normally performed by Escambia County personnel will be performed by the Consultant.) Also Consultant's responsibilities include, the random checking of application rates, dimensions and bearings to assure conformance to the Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information on forms supplied by Escambia County and will receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by the Consultant for conformity to the Project Specifications. The certification documents submitted to Escambia County will also be reviewed for completeness and conformance to the Escambia County's standard form of submission. A Final Materials and Tests Certification will be submitted to Project Coordinator with the Final Records.

- **9. Progress Payments:** The Consultant will document and assemble accurate quantities for Monthly Progress Payments to the Prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. The Project Coordinator must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the Project Coordinator for review and payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Coordinator. Copies of approved Sub Contractors should be on file prior to the first Progress Payment.
- **10. Revisions to the Contract Plans:** Any revisions to the contract plans or cross sections will be submitted to the Project Coordinator for review and processing.
- **11. Distribution of Correspondence:** Submit to the Project Coordinator a copy of all correspondence between the Consultant, Contractor, Sub Contractors, or others concerning matters related to the project. Maintain an electronic file of all correspondence for submission with the project Final Records.
- 12. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure and record all quantities for payment. Record field measurements in project records for review by Escambia County or auditors. The records will be recorded on a standard form (field book) supplied or defined by Escambia County and/or on field inspection forms to be submitted to Escambia County. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as required) project traffic control on forms supplied by Escambia County and distribute as required. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions from the contractor or Escambia County. Prepare an accurate daily diary, signed by the inspector, consisting of, but not limited to:
  - A record of the contractors on the project
  - Their personnel (number and classification)
  - Equipment (number and type or size)
  - Location and work performed by each Contractor or Subcontractor

- Orders given to the Contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged, with explanation if not charged
- Equipment arriving or leaving the project, idle equipment
- Any other details that may be important later in the project life
- **13. Reports:** There are numerous reports, documents, etc., that shall be generated in the process of Contract Administration. Submit a formatted (Escambia County standard format) of selected project records to Project Coordinator after project completion. Any questions regarding the requirements shall be forwarded to the Project Coordinator for clarification.
- **14. Final Records:** Submit a final estimate (electronic format) for the project at this time. Coordinate Consultant hours after project completion with the Project Coordinator for approval.
- **15. Project Claims:** Prepare documentation and assist in the defense of Escambia County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.
- **16. Utility Relocations:** Utility relocations will be a part of this contract. Relocations that are reimbursable will be inspected for quantities that will be reviewed and verified, comparing utility company records prior to payment by Escambia County.
- **17. Plan Review:** Review submitted construction plans from the design engineers prior to construction for completion, comments, concerns and observations.
- **18. Citizen Interface:** Consultant will act as primary point of contact for citizen comments, inquiries and complaints for this construction project. Consultant will maintain Variable Message Board (VMB) from start of construction through completion of punch list, as provided and funded by the contractors according to the Traffic Control Plans. Consultant will also maintain (1) static message boards, as provided by the contractors. One shall be for standard project documentation, permits, etc. Location shall be within the project location, to be determined by the Project Coordinator. Location shall be determined by the Project Coordinator.

#### **Project managers preference:**

#### Note:

The final CEI contract shall not exceed 5% of the bid construction cost. The consultant should prepare the proposal estimated upon daily site inspections, but not full time onsite inspections. The contract will be "Not To Exceed" based upon hourly rates.

#### PRELIMINARY ESTIMATE OF WORK EFFORT

#### HATCH MOTT MACDONALD, LLC 5111 N. 12th Avenue Pensacola, Florida 32504

DESCRIPTION: OLIVE ROAD EAST MULTI LANE RECONSTRUCTION AND DRAINAGE PROJECT PHASE I

COUNTY: ESCAMBIA

Construction Contract(s),						20	115											20	116						20	)17	Totals	Totals		Raw
Consultant Services, Project No(s), and/or	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	in Hours	in Months	Wage Rate	Salary
Personnel Classifications																											Hours	Months		*
Senior Project Engineer			0.005	0.005																					0.005	0.005	3	0.02	59.35	\$178.05
Project Administrator	0	0	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	99	0.60	40.77	\$4,036.23
Contract Support Specialist			0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	0.085	337	2.04	27.16	\$9,152.92
Sr Inspector																											0	0.00	24.61	\$0.00
Inspector	0	0	0.75	0.75	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.75	0.75	2805	17.00	21.03	\$58,989.15
Inspector (Asphalt Plant)																	0.7	0.7						0.7	0.7		462	2.80	20.27	\$9,364.74
Secretary/Scanning/Resident Compliance Specialist			0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	59	0.36	14.34	\$846.06
Totals in Man Months	0	0	0.65	0.88	0.825	0.825	0.825	0.825	0.825	0.825	0.825	0.825	0.825	0.825	0.825	0.825	1.525	1.525	0.825	0.825	0.825	0.825	0.825	1.525	1.58	0.88	3765	22.82	207.53	\$82,567.15

** FEE COMPUTATIONS		
BASIC SALARY COSTS		\$82,567.15
Cost Elements and Additives		
a) Overhead (General)	138.40%	\$114.272.94
b) FCCM	0.16%	\$132.93
SALARY RELATED COSTS		\$196,973.02
Operating Margin (Fixed Fee)	25.00%	\$20,641.79
SUBTOTAL INCLUDING MARGI	N & FCCM	\$217,614.81
Expenses (10.35 % Salary Costs)		\$8,545.70
NOT TO EXCEED MAXIMUM FE	E	\$226,160.51

Calculations verified 01/21/2015



RICK SCOTT GOVERNOR 605 Suwannee Street Tallahassee, FL 32399-0450 ANANTH PRASAD, P.E. SECRETARY

July 24, 2013

Charles G. Baxley, Executive Vice President Hatch Mott Macdonald Florida, LLC 5111 North 12<sup>th</sup> Avenue Pensacola, Florida 32504

Dear Mr. Baxley:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

determined th	at the data submitted is adequate to technically qualify your
Group 2	- Project Development and Environmental (PD&E) Studies
Group 3	- Highway Design - Roadway
3.1	- Minor Highway Design
3.2	- Major Highway Design
3.3	- Controlled Access Highway Design
Group 4	- Highway Design - Bridges
4.1.1	- Miscellaneous Structures
4.1.2	- Minor Bridge Design
	- Major Bridge Design - Concrete
	- Major Bridge Design - Steel
4.3.1	- Complex Bridge Design - Concrete*
4.3.2	- Complex Bridge Design - Steel*
W. 20-2	*Restricted to Tunnel Projects Only
Group 5	- Bridge Inspection
5.1	- Conventional Bridge Inspection
5.2	- Movable Bridge Inspection
5.3	
5.4	- Bridge Load Rating
Group 6	- Traffic Engineering and Operations Studies
6.1	- Traffic Engineering Studies
Group 7	- Traffic Operations Design
7.1	- Signing, Pavement Marking and Channelization
7.2	- Lighting
7.3	- Signalization

Group 8	- Survey and Mapping
8.1 8.2 8.4	<ul><li>Control Surveying</li><li>Design, Right of Way &amp; Construction Surveying</li><li>Right of Way Mapping</li></ul>
Group 10	- Construction Engineering Inspection
10.1 10.3 10.4	<ul> <li>Roadway Construction Engineering Inspection</li> <li>Construction Materials Inspection</li> <li>Minor Bridge &amp; Miscellaneous Structures CEI</li> </ul>
Group 11	- Engineering Contract Administration and Management
Group 13	- Planning
13.3 13.4 13.5 13.6 13.7	<ul> <li>Policy Planning</li> <li>Systems Planning</li> <li>Subarea/Corridor Planning</li> <li>Land Planning/Engineering</li> <li>Transportation Statistics</li> </ul>
Group 14	- Architect
Group 15	- Landscape Architect
	overhead audit has been approved, enabling your firm to compete for projects with examount. This status shall be valid until June 30, 2014 for contracting purposes.

estimated fees

Overhead Rate	Home/Branch	Field	Capital Cost	Overtime	Direct Expense	Published
	Office	Office	of Money	<u>Premium</u>	6.72% (Home)	Fee Schedule
	158.92%	138.40%	0.161%	Reimbursed	10.35% (Field)*	Yes

<sup>\*</sup>Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me by email at Carliayn.Kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell

Professional Services

Qualification Administrator



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7653 County Administrator's Report 15. 19.
BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 02/19/2015

**Issue:** Change Order to Sigma Consulting Group, Inc. on Contract PD

11-12.012 "69th Avenue North Improvements and Sidewalk Project"

**From:** Joy D. Blackmon, P.E., Department Director

**Organization:** Public Works

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning a Change Order to Sigma Consulting Group, Inc., for the 69th Avenue North Drainage Improvements and Sidewalks Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Sigma Consulting Group, Inc., on Contract PD 11-12.012, for the 69th Avenue North Drainage Improvements and Sidewalks Project:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Туре:	Addition
Amount:	\$44,215
Vendor:	Sigma Consulting Group, Inc.
Project Name:	69th Avenue North Drainage Improvements and Sidewalks Project
Contract:	PD 11-12.012
PO#:	121184
CO#:	6
Original Contract Award:	\$144,220
Cumulative Amount of Change Orders Through this CO:	\$65,375
New Contract Amount:	\$209,595

[Funding Source: Fund 352, Local Option Sales Tax, Account 210107, Object Code 56301, Project #12EN1752 and #09EN0572]

#### **BACKGROUND:**

Meeting in regular session on April 5, 2012, the Board awarded Contract PD 11-12.012 "69th Avenue North Drainage Improvements and Sidewalks Project" to Sigma Consulting Group, Inc. (Sigma). Sigma was tasked to provide engineering design and observation services as necessary to develop 100% construction plans for the construction of a stormwater system to alleviate flooding from 69th Avenue from Lillian Highway to Fairfield Drive and the surrounding areas/side streets.

Change Order #1 requested Sigma to prepare a maintenance map. Right-of-way acquisition was initially included as part of the original project recap. Legal descriptions and sketches were produced, but it became apparent that property owners were unwilling to donate right-of-way.

Change Order #2 was due to Sigma hiring the Constantine Engineering Group to perform subsurface underground investigation (SUE) work to include four potholes, asphalt cutting and patching, and survey work to locate vertical and horizontal utility locations.

Change Order #3 included supplementary design services for another 16-acre drainage basin at the south end of the project limits, to address drainage complaints on 69th Avenue. These supplementary services included waterline relocation design, valve engineering analysis, and drainage redesign to reduce construction costs and utility conflicts and to address all the drainage needs within the project limits.

Change Order #4 was not processed.

Change Order #5 was for time only, as the County added 365 days to the contract to cover construction and as-built certification, a delayed bidding process for construction, the April 29, 2014, storm event, funds not being readily available, and division of the project to satisfy FDOT work on Fairfield Drive.

Change Order #6 is requesting additional funds of \$44,215.00 to Sigma to provide additional services for design of an overland outfall between two private residences at the east end of Devonshire Circle, both of which experienced flooding during the April 29th storm event. Sigma will also provide additional services to design a positive discharge system that will prevent flooding near residences on Colonade Circle and 65th Avenue. This system will discharge to the new drainage system, designed by Sigma, that is being installed on North 69th Avenue. Easements for Devonshire Circle have been signed and acquired. We have received verbal willingness responses from the property owners for the easements on Colonade Circle and anticipate recorded easements upon completion of processing by our real estate staff. Additional construction administrative services are necessary to complete the 69th North Drainage Project and are also included with this request. The total amount for change orders, including Change Order #6, is \$65,375.00. The original contract fee was \$144,220.00. With this additive Change Order, the new contract fee will be \$209,595.

#### **BUDGETARY IMPACT:**

Funds are available in Fund 352 Local Option Sales Tax, Cost Center 210107, Object Code 56301, Project #12EN1752 and #09EN0572.

#### **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.

The Purchasing Department solicited Requests for Letters of Interest for this project. Project was publicly noticed on Monday, January 9, 2012, to 104 known firms; responses were received from 8 firms on Tuesday, January 24, 2012.

#### IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

#### **Attachments**

Sigma - Change Order 6

Original PO and Contract

Change Order 1

Change Order 2

Change Order 3

Change Order 5

Board Action 040512

#### Escambia County Public Works Department Engineering Division 3363 W. Park Place Pensacola, Florida 32505



#### CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name:	69th Avenue North Drainage Improvements & Sidewalk Project
Project ID:	ENG1786
Location:	North 69th Avenue - Between Fairfield Drive & Lillian Hwy.
Project Manager:	Nick Chauvin
Date:	1/15/2015

Christopher On Curt

cn=Christopher Curb, o, ou=PW-Engineering, email=cacurb@myescambia.com, c=<n 2015.01.15 16:16:30 -06'00' Digitally signed by high lates.

Signature Approval, Division Chief

This section to be completed by Project Managers:

#### DESCRIPTION OF REQUEST

Change Order #4 requesting additional funds of \$44,215.00 to Sigma Consulting Group, Inc. to provide additional services to design an overland outfall between two private residences at the east end of Devonshire Circle. The two residences experienced flooding during the April 29th storm event. SIGMA will also provide additional services to design a positive discharge system that will prevent flooding near residences on Colonade Circle and 65th Ave. This system will discharge to the new drainage system that is being installed on North 69th Ave and was designed by SIGMA. Easements for Devonshire Circle have been signed and acquired. We have received verbal willingness to participate for the easements on Colonade Circle and anticipate recorded easements upon final Real Estate processing. Additional construction administrative services are necessary to complete the 69th North Drainage Project and are also included with this request. A recap of change orders is attached. Total amount of change orders including CO#4 is \$65,375.00. The original contract fee was for \$165,380.00. With this addition, the new contract fee will be \$209,595.00. No time extension is needed with this change order.

Attached backup documentation RFF/NTP Start Date	7	page (s).		
Time shall be increased/decreased by		_		
		_	Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO# Contract PD	Contractor			
Funds for Original Task Order				
Funds for Addendum # Task Order PD 11-12.012		Sigma Consulting Group, Inc.		\$ 44,215.00
Funds for Original Work Order				
Funds for Change Order #				
Contract PD	Contractor			
Funds for Contingency	Consultant			
Funds for Permit Fees	Agency			
Funds for Land Purchases	Owner			
Funds for Title Work	Company			
Contract PD	Contractor			
Funds for				
New Balance of CIP Project			\$ -	\$ (44,215.00)
New Balance of CIF Project			<b>5</b> -	\$ (44,215.00)
This section to be completed by Administration	tion to accomplish fund tr	ansfer·		
Fund	Project #	Project Name		Amount
From:				
Fund	Project #	Project Name		Amount
To:				-
			Transfer	i
County Engineer Signature		Transferred by	Transfer Date	
Posted to Expedition				
Date:				

#### 69th Avenue North Drainage Improvements

Original PO	\$ 144,220.00	
Change Order 1	\$	Requested Sigma prepare a maintenance map. RW acquisiiton was initially included as part of the original project recep. Legal and sketches were produced but it became apparent that property owners were unwilling to give right of way.
Change Order 2	\$ 1,750.00	Sigma hired Constantine to perform potholing (SUE) work to include \$1100 for 4 potholes and asphalt cutting and patching as well as \$200 for survey work to locate vertical and horizontal utility locations. In addition Sigma's hours for coordination came to \$450. SUE was included in original scope as an optional service but no funds were included to cover the cost
Change Order 3	\$	Change Order included supplementary design services for another 16 acre drainage basin at the south end of the project limits, to address drainage complaints on 69th Avenue. These supplementary services includes waterline relocation design, valve engineering analysis and drainage redesign to reduce construction costs, utility conflicts and address all the drainage needs within the project limits
Change Order 4	\$ -	Not processed
Change Order 5	\$ -	Time Only Adding 365 days to contract to cover construction and as-built certification, Construction was delayed due to a prolonged bidding process, the April 29th storm event, funds not being readily available, and division of project into two (2) to satisfy FDOT work on Fairfield Drive.
Change Order 6	\$	Change Order #6 requesting additional funds of \$44,215.00 to Sigma Consulting Group, Inc. to provide additional services to design an overland outfall between two private residences at the east end of Devonshire Circle. The two residences experienced flooding during the April 29th storm event. SIGMA will also provide additional services to design a positive discharge system that will prevent flooding near residences on Colonade Circle and 65th Ave. This system will discharge to the new drainage system that is being installed on North 69th Ave and was designed by SIGMA. Easements for Devonshire Circle have been signed and acquired. We have received verbal willingness to participate for the easements on Colonade Circle and anticipate recorded easements upon final Real Estate processing. Additional construction administrative services are necessary to complete the 69th North Drainage Project and are also included with this request. A recap of change orders is attached. Total amount of change orders including CO#4 is \$65,375.00.The original contract fee was for \$144,220.00. With this addition, the new contract fee will be \$209,595.00. No time extension is needed with this change order.
Total Change Orders	\$ 65,375.00	

#### **JANUARY 15, 2015**

#### **SCOPE OF WORK:**

Engineering Services for 69<sup>th</sup> Avenue Drainage Improvements : Lillian Highway to Fairfield Drive Additional Services – Devonshire Circle & Colonade Circle

#### **Description**

Per the request of Escambia County, Sigma Consulting Group (SIGMA) has been contacted to provide additional services to design an overland outfall between two private residences at the east end of Devonshire Circle. The two residences, 6804 Devonshire Circle and 8805 Devonshire Circle, experienced flooding resulting from surface water runoff in the recent storm event occurring on April 29-30, 2014. The additional services provided by SIGMA will be to design an overland outfall system to convey surface runoff to the existing curb and gutter drainage system located at the east end of Devonshire Circle.

SIGMA has also been contacted to provide additional services to design a positive discharge that will prevent the flooding that occurred at two private residences of 65th Avenue. The two residences, 6154 Colonade Circle and 1127 North 65<sup>th</sup> Avenue, experienced flooding resulting from surface water runoff ponding during the recent storm event occurring on April 29-30, 2014. The additional services provided by SIGMA will be to design a positive discharge system that will connect to the existing drainage system on Colonade Circle and discharge to the new drainage system that is currently under construction on North 69<sup>th</sup> Avenue.

#### Task 1400 Field Investigation / Data Collection

SIGMA will complete field investigations to assess the property damage and evidence of scour and erosion caused by storm water runoff generated from the storm described above. SIGMA will collect and review existing data including as built plans, aerial images, basin study materials, and GIS data to form an opinion as to what led to the property damage.

*Task 1400 Engineering Fee = \$1,340.00* 

#### Task 1500 Survey

SIGMA will provide the topographic survey necessary to design the proposed outfall section on Devonshire Circle. The area to be surveyed encompasses an area that is 100ft x 100ft and it will also include the finished floor elevations for the two (2) residences that experience flooding.

SIGMA will also provide the topographic survey necessary to layout the northing, easting, and finished floor elevations for the two (2) residences that experienced flooding on Colonade Circle and 65<sup>th</sup> Avenue as described above. The survey will include the depressional area behind these residences that caused the flooding and the existing drainage system on Colonade Circle. The existing drainage system on Colonade Circle will be surveyed up to the location where it ties into the existing drainage system within the right-of-way on North 69<sup>th</sup> Avenue. Approximately 300ft of Colonade Circle will need to be surveyed from right of way to right of way for new storm drain construction.

Task 1500 Engineering Fee = \$785.00 Task 1500 Survey Fee = \$3,700.00

#### **Task 1600 Utility Coordination**

SIGMA will coordinate Sunshine One design ticket reporting and have the resulting utility markers included in the final survey. SIGMA will review the existing utility data and determine the utilities that will be in conflict with the proposed drainage improvements. SIGMA will schedule at least one (1) onsite utility coordination meeting to address any issues that may develop during the construction phase of the project. SIGMA will send all affected utility companies a set of 60% and Final design plans and request that they review and mark up the plans in a manner that will identify and locate their utilities. The utility information provided by the utility companies will be incorporated into the drainage plan/profile sheets. Finally, SIGMA will attend two (2) monthly Escambia County utility coordination meetings during both the construction and design phases of the project.

*Task 1600 Engineering Fee = \$610.00* 

#### Task 1700 Drainage Design

SIGMA will provide the engineering services necessary to determine the size of the drainage outfall at Devonshire Circle, described above. The existing conditions will be modeled with ADICPR to determine the existing/pre-development runoff rates and hydraulic conditions at the east end of Devonshire Circle for a 25 year storm event. The proposed outfall will modeled with ADICPR and designed to convey the 25 year storm event to determine the effects of the design on the surrounding residences. The final design will be chosen based on the option that best mitigates the potential for future flooding in this area.

SIGMA will also provide the engineering services necessary to determine the optimum means of positive discharge for the Colonade Circle location described above. The existing runoff conditions at this location will be modeled with ADICPR to determine the existing/pre-development runoff rates and hydraulic conditions. The proposed positive discharge system will be designed to minimize the flooding that has occurred previously for this area and it will be modeled with ADICPR to determine the effects of the design on the surrounding residences and drainage systems that will be impacted downstream.

Task 1700 Engineering Fee = \$7,180.00

#### Task 1800 Construction Plans / Cost Estimating

SIGMA will provide the engineering services to draft one (1) set of construction plans and probable construction cost for the installation of the drainage improvements described above. SIGMA will provide a cost estimate at the 60% phase submittal and a change order worksheet at the Final phase submittal for review purposes. The construction plans will be included as a change order to the existing 69th Avenue Drainage Improvements project. If the project requires bidding for construction or an alternate pipe alignment other than what is described above, then this fee negotiation will need to be reconsidered.

*Task 1800 Engineering Fee = \$5,820.00* 

#### **Task 1900** Limited Construction Assistance (Optional Services)

SIGMA will provide limited construction assistance on an hourly basis as requested by the County to facilitate the construction of the project. If the time required to provide these services will exceed the budgeted amount shown below, then the scope and fee will need to be revised accordingly. SIGMA will provide the following services on an as-need basis, to complete this task:

- 1. Prepare final electronic record drawings based upon the marked up as-builts received from the contractor.
- 2. Professional engineering staff will be available for milestone field inspections and interpretation of contract documents.

Task 1900 Engineering Fee = \$6,520.00

#### Task 2000 Construction Assistance for 69th Avenue Drainage Improvements

Per discussions with the County Project Manager, SIGMA has been requested to attend weekly on-site meetings for the duration of the construction contract to help facilitate the construction of the project. Construction time is estimated to last through September 2015.

*Task 2000 Engineering Fee = \$18,260.00* 

Total Lump Sum Engineering Fee = \$33,995.00

Total Optional Services = \$6,520.00

Total Survey Fee = \$3,700.00

 $Total\ Fee = \$44,215.00$ 

#### **Deliverables:**

- One (1) drainage map and one (1) set of engineering calculations showing runoff rates for the project areas on Devonshire Circle and Colonade Circle.
- One (1) set of final construction plans showing the location of the drainage improvements described above.

<b>Sheet/Item Description</b>	Sheet	t Count
	Devonshire	Colonade
Plan/Profile Sheet	1	4
Drainage Map	1	1
Drainage Calculations	1	1

- One (1) Probable Construction Cost Estimate at the 60% phase submittal.
- One (1) Change Order Worksheet at the Final phase submittal.

#### **Meetings:**

- One (1) onsite meeting with Utility Companies
- One (1) plan-in-hand review with County
- One (1) review meeting at County Office

#### **Reviews:**

- One (1) review at 60% phase submittal
- One (1) review at Final phase submittal

If the deliverables, meetings or reviews listed above change then this scope and fee will need to be revised accordingly.

#### **Schedule:**

We anticipate a 120 day schedule to complete the above design services from the date of Notice to Proceed.

# 69th Avenue Drainage Improvement Projects Lillian Highway to Fairfield Drive **ENGINEERING SERVICES FOR**

# Additional Services - Devonshire Circle and Colonade Circle

	L	Engi	Engineering			
Sheet Description	Engineer (hours)	Adm (hou	CADD (hours)	Sr. Engr. (hours)	Sub Consultant \$	Total \$
Task 1400 : Field Investigation / Data Collection	12	2	0	2		\$1,340.00
Task 1500 : Survey	е	2	3	2	\$ 3,700.00	\$4,485.00
Task 1600 : Utility Coordination	4	1	0	2		\$610.00
Task 1700 : Drainage Design	52	3	20	11		\$7,180.00
Task 1800 : Construction Plans / Cost Estimating	32	2	24	12		\$5,820.00
Task 1900 : Limited Construction Assistance	09	2	0	12		\$6,520.00
Task 2000 : Construction Assistance for 69th Avenue	156	12	0	40		\$18,260.00
Total=	319	24	47	81		\$44,215.00
Job No. 140803 H	Hourly rates = \$85.00 Total = \$ 27,115.	\$85.00 \$50.00 \$70.00 \$ 27,115.00 \$ 1,200.00 \$ 3,290.00	\$70.00 \$ 3,290.00	\$110.00 \$ 8,910.00		

Updated: January 15, 2015

\$33,995.00 \$6,520.00 \$3,700.00 \$44,215.00 Total Engineering Fee (Lump Sum) = Total Optional Services = Survey Fee =

Total Fee =

#### 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

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N	3298 SUMMIT E	BLVD	STE 3	2
D O	PENSACOLA FL	3250	3	
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#### PURCHASE ORDER NO. 121184

NV CLERK OF THE COURT & COMPTROLLER HON. ERNIE LEE MAGAHA 221 PALAFOX PLACE, SUITE 140 0 1 PENSACOLA, FL 32502-5843 CE (850) 595-4841 S ENGINEERING H ENGINEERING DEPARTMENT 3363 WEST PARK PLACE PENSACOLA FL 32505 0

ATTN: ROBIN LAMBERT

ORDER	DATE: 04/	10/12	BUYER: PAUL NOBLES	REQ. N	0.: 12001290	REQ. D	DATE: 04/05/12
TERMS	: NET 30	DAYS	F.O.B.: N/A	DESC.:	PD 11-12.0	12	
TEM#	QUANTITY	UOM	DESCRIPTION		UNIT PRICE		EXTENSION
01	1.0	QUESTIONS  1.00 LOT LUMP SUM CONTRACT PER TERMS AND  CONDITIONS OF PD 11-12.012 "69TH AVENUE  DRAINAGE IMPROVEMENTS AND SIDEWALK  PROJECT ENGINEERING-DESIGN WITH LIMITED  CEI" BCC APPROVAL APRIL 5, 2012		00	144,220.00		

TEM#	AC	COUNT	AMOUNT	PROJECT CODE	PAGE TOTAL	\$ 144,220.00
0.7	010105		217 247 77	Value of the same	TOTAL	\$ 144,220.00
01	210107	56301	144,220.00	12EN1752		

APPROVED BY

Coraves Rouves 4/2/12

# STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

#### **FOR**

# AGREEMENT BETWEEN ESCAMBIA COUNTY

**AND** 

Sigma Consulting Group, Inc.

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(07/08/03)

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#### **AGREEMENT**

THIS AGREEMENT is made and entered into this 5th day of April, 2012, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 223 Palafox Place, Pensacola, Florida 32502, and Sigma Consulting Group, Inc., a forprofit corporation authorized to transact business in the State of Florida, whose address is 3298 Summit Blvd., Suite 32, Pensacola, Florida 32503, and whose Federal tax identification number is 72-1105441 (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 <u>BOARD OF COUNTY COMMISSIONERS:</u> The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.
- 1.2 <u>CONSULTANT:</u> Sigma Consulting Group, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.
- 1.3 <u>CONTRACT ADMINISTRATOR:</u> Whenever the term "Contract Administrator" is used herein, it is intended to mean Brad Hinote, Project Manager, Public Works/Engineering. 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 <u>CONTRACT SERVICES</u>: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.
- 1.5 <u>COUNTY:</u> Escambia County is a body corporate and politic and a political subdivision of the State of Florida.
- 1.6 <u>LUMP SUM COMPENSATION</u>: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.
- 1.7 <u>NOTICE TO PROCEED:</u> 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 11-12.012, 69th Avenue Drainage Improvements and Sidewalk Project Engineering-Design with Limited CEI.

#### 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) 11-12 in the amount of One Hundred Forty Four Thousand Two Hundred Twenty Dollars (\$144,220.00) 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 11-12.012, 69th Avenue Drainage Improvements and Sidewalk Project Engineering-Design with Limited CEI, and as represented in the Consultant's Letter of Interest response to PD 11-12.012, 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 deficiencies 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 shall be increased equitably.
  - (b) The estimated construction contract price for the project described in the Agreement is \$1,000,000.00.
- 3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies 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 deficiency 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.

#### <u>ARTICLE 5</u> <u>COMPENSATION AND METHOD OF BILLING AND PAYMENT</u>

- 5.1 <u>COMPENSATION</u>: 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 Forty Four Thousand Two Hundred Twenty Dollars (\$144,220.00). Final payment will be subject to approval by the Board of County Commissioners.
- 5.2 <u>FEE SCHEDULE:</u> 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 <u>DIRECT EXPENSES</u>: 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 thirty (30) 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, Section 218.70, Florida Statutes, 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:

Michael Dooley, Director Sigma Consulting Gropup, Inc. 3298 Summit Blvd., Suite 32, Pensacola, FL 32503

(d) Invoices to the County shall be sent to:

Notices to the County shall be sent to:

Brad Hinote Public Works / Engineering 3363 West Park Place Pensacola, Florida 32505 Charles R. "Randy" Oliver 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 deficiencies 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) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall 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 <u>TERMINATION</u>:

- (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. 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).
- 9.4 <u>NO CONTINGENT FEES</u>: 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 <u>SUBCONTRACTORS</u>: 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 <u>ASSIGNMENT</u>: 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:

- (a) <u>HOLD HARMLESS</u>: The Consultant 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 costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Consultant's negligent 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 Consultant, or by any other person for whom the Consultant is legally liable.
- (b) INDEMNIFICATION: The Consultant and the County agree that pursuant to Section 725.06, Florida Statutes, as amended, the first one hundred (\$100) of this Agreement's compensation paid by the County to the Consultant shall be given as separate consideration for this indemnification, and any other indemnification of the County by the Consultant provided for within this contract document, the sufficiency of such separate consideration being acknowledged by the Consultant's acceptance and execution of the Agreement. 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 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. 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 as described in the Hold Harmless paragraph. 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.

#### 9.8 <u>INSURANCE</u>: 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 with \$1,000,000 per occurrence minimum limit.
- (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 <u>ALL PRIOR AGREEMENTS SUPERSEDED:</u>

- (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 <u>HEADINGS</u>: 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 <u>GRATUITIES</u>: 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 <u>CONFLICT OF INTEREST</u>: 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 <u>SURVIVAL</u>: 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 <u>INTERPRETATION</u>: 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 <u>SEVERABILITY</u>: 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 <u>COMPLIANCE WITH LAWS</u>: 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 <u>PARTICIPATION IN OTHER PROCEEDINGS</u>: 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.

- 9.21 <u>FURTHER DOCUMENTS</u>: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.
- 9.22 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 Sigma Consulting Group, Inc., signing by and through its President, duly authorized to execute same.

and Sigma Consulting Group, 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: Charles P. Dewer Charles R. "Randy" Oliver, County Administrator Date: 4-12-17 Witness BCC Approved April 5, 2012 CONSULTANT: Sigma Consulting Group, Inc., a Louisiana Corporation authorized to do business in the State of Florida. ATTEST: Corporate Secretary Miles Williams, President Date:

#### **EXHIBIT 'A'**

#### **SCOPE OF WORK:**

# Engineering Services for 69<sup>th</sup> Avenue North Drainage Improvements: Fairfield Drive to Lillian Highway and Adjoining Sidestreets PD 11-12.012

#### Introduction

Sigma Consulting Group (SIGMA) will provide engineering design and construction observation services (as necessary) to develop 100% construction plans for the construction of a stormwater system to alleviate flooding on 69<sup>th</sup> Avenue from Lillian Highway to Fairfield Drive and the surrounding areas/sidestreets caused by the 25 year design storm and to mill/resurface 69<sup>th</sup> Avenue from Lillian Highway to Fairfield Drive This project consists of:

100% permitted construction plans for a new drainage system that will alleviate the flooding for this project via an underground storm water system beginning at Lillian Highway and proceeding approximately 3400 linear feet North on 69<sup>th</sup> Avenue and tying into the existing storm sewer/outfall system located on Fairfield Drive. A new storm sewer system will also be installed on the following streets/areas:

- 1. Foxchase Circle (500 feet)
- 2. Stonehenge Circle (500 feet)
- 3. Devonshire Circe (500 feet)
- 4. Derwent Circle (500 feet)
- 5. Esther Street (600 feet)
- 6. Creel Drive (600 feet)
- 7. Lindskog Street (600 feet)
- 8. Existing Outfall System (550 feet)

This project will include the necessary property acquisition coordination, project coordination meetings, (30, 60, 90%) utility coordination, public involvement, geotechnical investigation, FDOT coordination, permitting, and construction observation services. This design project will adhere primarily to the Escambia County Technical Specifications and any other necessary tech specs.

This scope provides a description of the aforementioned services that SIGMA will provide the Escambia County Engineering Department (County) for the above-referenced project.

# **EXHIBIT 'B'**

# Engineering Services for Drainage Improvements on North 69th Avenue from Lillian Highway to Fairfield Drive

SCHEDULE						
Tasks	Duration					
Survey	45 days					
30% Plan Submittal	60 days					
30% Plan Review	15 days					
60% Plan Submittal	60 days					
60% Plan Review	15 days					
ERP Permitting	90 days					
90% Plan Submittal	30 days					
90% Plan Review	30 days					
Final Plan Submittal	30 days					
Real Estate Acquisition	90 days					
Bidding Process	90 days					
Construction Phase	365 days					

Total= 875 days

# **Notes**

- 1. SIGMA proposes the following time schedule for the design of this project. A more detailed schedule will be provided when the NTP is issued.
- 2. Schedule assumes a minimum review period of two (2) weeks for the County
- 3. SIGMA assumes that it will require a maximum of 12 months to construct the project

#### **EXHIBIT 'C'**

## Task 100 Survey

#### Task 101 Topographic and Apparent ROW Survey

SIGMA will provide the survey services necessary to generate a topographic survey and an apparent right-of-way survey from Lillian Highway to Fairfield Drive along 69<sup>th</sup> Avenue and to also include the sidestreets and outfall systems listed above.

#### Task 102 ROW and Stormwater Easement Acquisition

SIGMA will provide the survey services necessary to generate the drawings required for ROW acquisition and Stormwater Easement Acquisition for the project limits described above.

*Task 100 Engineering Fee* = \$19,250.00

# Task 200: Existing Storm Sewer Analysis & Plan Review

#### Task 201 Field Investigations

SIGMA will meet with County officials to discuss any existing site information, historical data or drainage complaints that will be useful in completing the scope of services for this project. Once all available data is gathered, SIGMA will visit the site to verify the accuracy of the existing data and to obtain field information critical to the drainage design.

*Task 201 Engineering Fee = \$3,240.00* 

## Task 202 Existing Drainage System Review

SIGMA will review the existing drainage system along 69<sup>th</sup> Avenue between Lillian Highway and Fairfield Drive to determine if the improvements needed for this project can be accommodated with the existing drainage system that outfalls to Bayou Marcus. The existing Bayou Marcus/Millview Drainage Basin Study will be reviewed and utilized to determine if the existing outfall can accommodate the increased runoff from this project during a 25 year storm event.

*Task 202 Engineering Fee* = \$2,800.00

#### Task 203 Existing Plan Review

SIGMA will review the existing sidewalk design, provided by Merrill, Parker and Shaw, along 69<sup>th</sup> Avenue between Lillian Highway and Fairfield Drive to determine how it can be incorporated into the proposed drainage design for this project. Currently, no design changes are anticipated to occur to the existing sidewalk design provided by MPS. If the sidewalk design needs to be changed, then the corresponding scope and fee for this project will need to be updated.

*Task 203 Engineering Fee* = \$3,240.00

*Task 200 Engineering Fee* = \$9,280.00

# Task 300 Public Involvement (optional services)

SIGMA will provide the services necessary to hold two (2) public involvement meetings. The meetings will be held at a public venue and SIGMA will provide aerial displays of the project limits for the public to review and ask questions about.

Task 300 Public Involvement Fee = \$2,800.00

## Task 400 Drainage Design

## Task 401 Project Coordination

SIGMA will provide the coordination necessary to meet with county four (4) times to discuss any items relevant to the project. These items include, but are not limited to, right-of-way, project layout, meetings with residents affected by the project and other topics that may not be addresses in other tasks.

*Task 401 Engineering Fee* = \$5,420.00

#### Task 402 Drainage Analysis

SIGMA will design the proposed drainage system to prevent the current flooding problems and maintain the existing drainage patterns. SIGMA will most likely utilize ditch bottom inlets along with roadside swales to collect and convey the stormwater runoff generated within the project limits. SIGMA will analyze the outfall system to Bayou Marcus with ICPR software to determine the affects of connecting the proposed drainage system to the existing system. All drainage systems for the project shall be designed in accordance with Florida Department of Transportation and Escambia County standards and specifications.

*Task 402 Engineering Fee* = \$11,800.00

# Task 403 Bayou Marcus/Millview Drainage Basin Stormwater Masterplan Model Revisions and Analysis

SIGMA will provide the services necessary to incorporate the ICPR inputs from the proposed drainage improvements along 69<sup>th</sup> Avenue into the existing Bayou Marcus/Millview Drainage Basin Master Stormwater Model. The updated model shall be run for the 25 year design storm event to analyze proposed system performance. Proposed improvements model shall be revised to as required to produce results consistent with or superior to the results predicted for Bayou Marcus/Millview Drainage Basin Stormwater Masterplan recommendations for 69<sup>th</sup> Avenue Improvements.

Task 403 Engineering Fee = \$12,900.00

## Task 404 Drainage Plans

SIGMA will develop a complete set of drainage design drawings consisting of a key sheet, general note sheet, drainage plan/profile sheets, drainage map(s), SWPPP sheets Maintenance of Traffic Plans, Cross-Section Sheets and details sheets to construct a new drainage system for the limits of this project in accordance with the County specifications. The plan set will also include typical plan section and the quantity callouts necessary to mill and resurface 69<sup>th</sup> Avenue. SIGMA will design the drainage system to minimize impacts to adjoining properties beyond the existing county right-of-way.

Task 404 Engineering Fee = \$23,380.00

#### Task 405 Stormwater Pollution Prevention Plan (SWPPP)

SIGMA will develop a set of SWPPP plans for this project in accordance with the Florida Department of Environmental Protection (FDEP) and NPDES guidelines.

*Task 405 Engineering Fee* = \$1,240.00

#### Task 406 Stormwater Permitting

SIGMA will provide the stormwater permitting services necessary to acquire an Environmental Resource Permit (ERP) permit under the retrofit guidelines for the proposed drainage system. This task also includes the permitting fees associated with this item. If additional stormwater permitting is deemed necessary, the corresponding scope and fee will need to be negotiated.

*Task 406 Engineering Fee* = \$4,720.00

#### Task 407 Roadway Cross-Sections

SIGMA will provide the engineering services necessary to generate cross-sections on 100 foot intervals for the limits of the project.

*Task 407 Engineering Fee* = \$4,930.00

#### Task 408 Maintenance of Traffic (MOT) Plans

SIGMA will provide the engineering services necessary to generate maintenance of traffic drawings that can be utilized during the course of construction for this project. The project will be split into phases and the appropriate detours, signage and Variable Message Signs (VMS) will be shown on the plan view drawings.

*Task 408 Engineering Fee* = \$5,040.00

## Task 409 Quality Assurance/Quality Control

SIGMA will conduct a thorough QA/QC plan for the duration of the project. A QA/QC will be performed for the 30%, 60%, 90% and Final Drawings submittal. SIGMA will have their subconsultant, Hatch Mott MacDonald, provide a 3<sup>rd</sup> party review of the Final Construction drawings prior to the plans being advertised for bidding purposes.

*Task 409 Engineering Fee* = \$8,800.00

#### Task 410 Property Acquisition Coordination

SIGMA will provide the property acquisition coordination that is necessary for this project. These items include proposed right-of-way maps and existing right-of-way survey data that will be supplied to the county for their use during the acquisition of the right-of-way.

*Task 410 Engineering Fee* = \$2,840.00

#### Task 411 Bidding Assistance

SIGMA will provide the coordination necessary to initiate and complete the bidding process. SIGMA will provide the following services to complete this task.

- 1. Prepare bid documentation in accordance with County specifications.
- 2. Provide a bid tabulation
- 3. Coordinate the pre-bid meeting
- 4. Respond to Requests for Information and issue necessary addendums
- 5. Coordinate the pre-construction meeting

Task 411 Engineering Fee = \$6,160.00

*Task 400 Engineering Fee* = \$87,230.00

## Task 500 Utility Coordination

SIGMA will review the existing utility data and determine the utilities that will be in conflict with the proposed drainage and roadway improvements. SIGMA will schedule two (2) onsite utility coordination meetings to address any issues that may develop during the construction phase of the project. SIGMA will send all affected utility companies a set of 30%, 60% and 90% design plans and request that they review and mark up the plans in a manner that will identify and locate their utilities. The utility information provided from the County and the utility companies will be incorporated into the roadway plan/profile sheets. At this time, SIGMA will determine if potholing within the project limits is warranted to determine the exact horizontal and vertical locations of utilities. Finally, SIGMA will have a plan-in-hand review with each utility company to verify that the proposed final plans show the most current and up-to-date utility information for the project area.

*Task 500 Engineering Fee* = \$5,160.00

# Task 501 Utility Coordination Potholing (optional services)

SIGMA currently does not anticipate the need for potholing services. If potholing is deemed necessary then the scope and fee will need to be negotiated to reflect the additional services. When the negotiations are complete, then SIGMA will provide the services necessary to provide potholing at six (6) different locations within the limits of the project. The pothole locations will be surveyed and incorporated into the project design.

#### Task 600 FDOT Coordination

SIGMA will provide the services necessary to initiate and facilitate discussions with FDOT regarding the potential to develop a Joint Partnership Agreement (JPA) between FDOT and Escambia County as a cost savings measure for the interface of the FDOT 3R project along SR 727 that is currently under design by FDOT and the proposed project on 69<sup>th</sup> Avenue. If a JPA can be negotiated, then SIGMA will coordinate with FDOT to personnel for inclusion of necessary drainage improvements within the SR 727 right-of-way as required to facilitate the connection of proposed improvements associated with the drainage improvements on 69<sup>th</sup> Avenue.

Task 600 FDOT Coordination Fee = \$10,900.00

## Task 700 Geotechnical Investigation

SIGMA will provide the geotechnical engineering services necessary to provide ten (10) soil borings within the project limits. The soil borings will be analyzed to determine the suitability of the existing in-place soils for the proposed storm sewer system and new pavement section. Additional geotechnical services are not anticipated at this time.

Task 700 Geotechnical Investigation Fee = \$3,200.00

# Task 701 Geotechnical Investigation (optional services)

SIGMA currently does not anticipate the need for additional geotechnical investigation regarding a stomrwater pond. If additional investigation is deemed necessary, then the scope and fee will need to be negotiated to reflect the additional services. When the negotiations are complete, then SIGMA will provide the geotechnical engineering services necessary to permit the proposed stormwater pond in accordance with the Northwest Florida Water Management District's (NWFWMD) Environmental Resource Permitting (ERP) criteria.

## **Task 800 Environmental Permitting**

SIGMA will provide the wetlands delineation and associated permitting required to reconstruct and upgrade the existing outfall located on the north side of Fairfield Drive. This task also includes the permitting fees associated with this item. Additional wetland permitting is not anticipated at this time.

Task 800 Environmental Permitting Fee = \$2,200.00

#### Task 900 Construction Assistance

SIGMA will provide construction administration and assistance necessary to facilitate the construction of the project. SIGMA will provide the following services on an as-need basis, to complete this task:

- 1. Prepare final electronic as-built drawings based upon the marked up as-builts received from the contractor.
- 2. Professional engineering staff will be available for field observations, review and interpretation of contract documents and contractor requests.
- 3. Coordination between the contractor and County staff
- 4. Coordinate and attend the Post-Construction meeting

*Task 900 Engineering Fee* = \$4,200.00

# Task 1000 Stormwater Pond Design (optional services)

SIGMA currently does not anticipate the need for additional stormwater pond design. If additional stormwater design is deemed necessary, then the scope and fee will need to be negotiated to reflect the additional services. When the negotiations are complete, then SIGMA will provide the stormwater permitting services necessary to acquire an Environmental Resource Permit (ERP) permit for the proposed drainage system. The additional design will also involve adding one pond design/layout sheet and one (1) detail sheet.

#### **Deliverables:**

SIGMA will provide four (4) plan submittals containing the following sheets:

Sheet Description	<b>Sheet Count</b>
Key Sheet	1
General Note Sheet	1
Typical Details	2
Drainage Plan/Profilc	20
Roadway Cross-Section (100' intervals	s) 9
Maintenance of Traffic (MOT) Sheets	4
Drainage Map	2
SWPPP	1
Te	otal = 40

#### **Submittals:**

SIGMA will provide four (4) plan submittals containing the above-referenced drawings. The submittals will be limited to the following items that list as follows:

#### 30% Submittal

- One (1) copy of 11" x 17" drawings; Scale 1"=40"
- One PDF copy of drawings

#### 60% Submittal

- One (1) copy of 11" x 17" drawings; Scale 1"=40"
- One (1) PDF copy of drawings
- One (1) copy of construction cost estimate

#### 90% Submittal

- One (1) copy of 11" x 17" drawings; Scale 1"=40"
- One (1) PDF copy of drawings
- One (1) copy of construction cost estimate

#### **Final Submittal**

- 3 copies of 11" x 17" drawings; Scale 1"=40'
- One (1) CD copy of ACAD drawing files
- One (1) PDF copy of drawings
- One (1) copy of geotechnical investigation
- One (1) copy of drainage documentation
- One (1) copy of project bid tabulation
- Five (5) certified copies of Topographical Survey

#### EXHIBIT 'C'

#### ENGINEERING SERVICES FOR DRAINAGE IMPROVEMENTS TO 69th Avenue North Drainage Improvement Project Manhour Estimate

	Updated : March 19, 2012			Survey			Engineering			
	Sheet Description		Sheet Count	Field Crew (hours)	CADD (hours)	Professional Land Surveyor	Engineer (hours)	CADD (hours)	Sr. Engr. (hours)	\$
1	Task 100 : Survey (tump sum)		0	0	0	0				\$19,250.00
	Task 101 : Topgraphic and Apparent ROW Survey									
	Task 102 : ROW and Stormwater Easement Acquisition									
2	Task 200 : Existing Storm Sewer Analysis and Plan Review									
	Task 201: Field Investigations						16	8	12	\$3,240.00
	Task 202 : Existing Drainage System Review						16	8	8	\$2,800.00
	Task 203 : Existing Plan Review						16	8	_12	\$3,240.00
3	Task 300 : Public Involvement (optional services)						16	8	8	\$2,800.00
4	Task 400 : Drainage Design						<del></del>	<del>                                     </del>		
-	Task 401 : Project Coordination						12	0	40	\$5,420.00
	Task 402 : Drainage Analysis		2				80	40	20	\$11,800.00
	Task 403 : Bayou Marcus/Millylow Master Stormwater Plan Revisions						0	0	0	\$12,900.00
	Task 404 : Drainage Plans		20				100	200	8	\$23,380.00
	Task 405 : Stormwater Pollution Prevention Plan (SWPPP)		1				8	8	0	\$1,240.00
	Task 406: Stormwater Permitting						32	16	8	\$4,720.00
	Task 407 : Roadway Cross-Sections		9				18	36	8	\$4,930.00
	Task 408 : MOT Plans	_	4		•		24	24	12	\$5,040.00
	Task 409 : Quality Assurance/Quality Control						0	0	08	\$8,800.00
	Task 410 : Property Acquisition Coordination						8	12	12	\$2,840.00
	Task 411 : Bidding Assistance						24	40	12	\$6,160.00
5	Task 500 : Utility Coordination						24	32	8	\$5,160.00
	Task 501 : Utility Potholing (Optional Services)									
6	Task 600 : FDOT Coordination						60	20	40	\$10,900.00
7	Task 700 : Geotechnical Investigation		<u> </u>							\$3,200.00
	Task 701 : Geotechnical Investigation (optional services)					<del> </del> -				
8	Task 800 : Environmental Permitting									\$2,200.00
9	Task 900 : Construction Assistance						24	12	12	\$4,200.00
10	Task 1000 : Stormwater Pond Design (optional services)									
		Total=	36	0	0	0	478	472	300	
		lourly Rate Totals	Hourly rates= Total=	\$85.00 \$	\$50.00 \$ -	\$85.00	\$85.00 \$ 40.630.00	\$70.00 \$ 33,040.00	\$110.00 \$ 33.000.00	\$144,220.00

| Engineering Feed | \$116,770.00 | \$19,250.00 | \$19,250.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,200.00 | \$1,20

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#### PAGE NO. 1 PURCHASE ORDER NO. 121184-1 **BOARD OF COUNTY COMMISSIONERS** CHANGE DATE: 10/31/12 ESCAMBIA COUNTY FLORIDA PLEASE EMAIL INVOICES TO: 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 V escambia.invoices@escambiaclerk.com CLERK OF THE COURT & COMPTROLLER 0 PENSACOLA, FL 32591-1591 HON. ERNIE LEE MAGAHA (850) 595-4980 C 221 PALAFOX PLACE, SUITE 140 E PENSACOLA, FL 32502-5843 192991 V ENGINEERING SIGMA CONSULTING GROUP INC ENGINEERING DEPARTMENT 3298 SUMMIT BLVD STE 32 P 3363 WEST PARK PLACE PENSACOLA FL 32503 PENSACOLA FL 32505 ATTN: ROBIN LAMBERT

	NET 30 DAY		DESCRIPTION	DESC.:	CHANGE ORD		
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							EXTENSION
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01 21	10107	56301	3,600.00	12EN1752	TOTAL		3,600.00

APPROVED BY

TAX ID 85-8013888011C-3 FED 10 59-6000-598

# CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	192991		Vendor Name:	SIGMA CON	ISULTING, INC.	
Project Number:	12EN1752		P.O. Number:		C.O. Number:	1
		SENGINEERING	P.D. Number:	11-12.065	Dato: 10	0/25/12
Notes for Modifying the Sco		4 0:		41		_
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					ecame appa	rent
that property	owners	were unwi	lling to give	up Right	t of Way,	A 2
therefore we	had to g	o the main	tenance ma	ap route.	CIP: 69th	al
Avenue Nort						5 -
To Modify Existing Purchase						5 0
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Deleting Dollars from		•	Adjustment:		Amount:	3,600.00
Modify Notes:						
mosny motors.	Date of BCC activ	on: (ATTACH RESUMÉ)				PH 12: 05
Enc. Carried	Forward/PO	Total Dollars:	\$60,652.00			21 12
		or subtracted:				F 0
New Pur	chase Order	Total Dollars:	\$64,252.00			50
Previou	s Contract	Total Dollars:	\$144,220.00			
Net Doll	ars added o	r subtracted:	\$3,600.00			
Nev	w Contract	Total Dollars:	\$147,820.00			
Gost Center:	tying Cost Centers, Object Code:	Object Gode / Accounts Project Number:	and Project Numbers:	Dollar Amount		
210107	56301	12EN1752	\$3,600.00	\$64,252.00		
<ul> <li>Check if applicable: T</li> <li>Payment Bonds or to obt</li> </ul>	he Contract Admir ain additional bon	nistrator has directed ds on the basis of a \$	the Contractor to incre 25,000.00 or greater va	ease the penal sum lue Change Order.	of the existing Performan	nce and
Check if applicable ar Performance and Paymer	d provide written	confirmation from the	bonding company / ag	gent (attorney-in-far	ct) that the amount of the	and
	Y	1/2 1	1 James	A Mid	Allubarail	-25-12
Request Prepared	By: Huck	Lauret.	101.10	- Cyprag	Date.	
Contract Administrator's	Certification & Ap	proval:			Date:	7-1.
Office of Purchasing Rev	14 4/	(d)	De -	>	Date: 10	3/12
Department Directo	K INOU			11 0:	Date:	1.00
County Administrat	or Approval:			1/1 (1/4	Date: ///	91-10

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# CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Enc. Carried Forward/PO Total Dollars: \$60,652.00  Net Dollars added or subtracted: \$3,600.00  New Purchase Order Total Dollars: \$64,252.00  Previous Contract Total Dollars: \$144,220.00  Net Dollars added or subtracted: \$3,600.00  Net Dollars added or subtracted: \$3,600.00  New Contract Total Dollars: \$147,820.00  Modifying Cost Centers, Object Code / Accounts and Project Numbers: Cost Center: Object Code / Project Number: +/- Change Dollar Amount 210107 \$6301 12EN1752 \$3,600.00 \$64,252.00  Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and wyment 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 bending company/ agent (attorney-in-fact) that the amount of the formance and Payment Bonds have been adjusted to 100% of the new contract amount.  Add Add Date: Date: Date: partment Director: Date:	Vendor Cod			Vendor Name:	SIGMA CO	NSULTING, IN	C.
Additive Change Oder to Sigma to put together maintenance map.  R/W acquisition was initially included as part of the original project scope. Legals and sketches were produced, but it became apparent that property owners were unwilling to give up Right of Way, therefore we had to go the maintenance map route. CIP: 69th Avenue North  Avenue North  Adding Dollars to Line Item No:  Date of BCC action: (ATTACH RESUMÉ)  Enc. Carried Forward/PO Total Dollars:  Net Dollars added or subtracted:  Net Dollars added or subtracted:  New Purchase Order Total Dollars:  \$60,652.00  Previous Contract Total Dollars: \$64,252.00  New Contract Total Dollars: \$144,220.00  Net Dollars added or subtracted: \$3,600.00  New Contract Total Dollars: \$144,220.00  Net Dollars added or subtracted: \$3,600.00  Contract Total Dollars: \$144,220.00  Net Dollars added or subtracted: \$3,600.00  Net Dollars added or subtracted: \$3,600.00  New Contract Total Dollars: \$144,220.00  Net Dollars added or subtracted: \$3,600.00  Net Dollars Amount: \$3,600.00  Net Dollars Amount \$3,600.00  Net Dollars Amount						C.O. Number:	1
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levield (d1/2008)		or's Approval:				Date:	
	(Revised 1/31/2008)	~					



#### SCOPE OF WORK:

Engineering Services for 69<sup>th</sup> Avenue North Drainage Improvements : Fairfield Drive to Lillian Highway and Adjoining Sidestreets PD 11-12.012 10-22-12

#### **Additional Survey Services**

Task 100 Survey

Task 103 Maintenance Claim Map (additional services)

SIGMA will provide the survey services necessary to locate the Easterly and Westerly maintenance claim as flagged by the Escambia County Road Department. SIGMA will provide one (1) maintenance claim map that depicts the limits as flagged by the County.

Task 103 Surveying Fee = \$3,600.00



# ESCAMBIA COUNTY ENGINEERING DEPARTMENT CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name: Project ID:		69th Avenue NORT	H Drainage Improvements							
Location:		69th Avenue from Lillian to Fairfield								
Expedition Na	20.20									
Project Manag Date:	jer.	Brad Hinote 10/23/2012								
Jaic.		10/23/2012								
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#### 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

V	192991	
E	SIGMA CONSULT:	ING GROUP INC
N	3298 SUMMIT BI	LVD STE 32
DO	PENSACOLA FL	32503

#### PURCHASE ORDER NO. 121184-2 CHANGE DATE: 12/07/12

PLEASE EMAIL INVOICES TO:
V escambia.invoices@escambiaclerk.com
O CLERK OF THE COURT & COMPTROLLER
HON. ERNIE LEE MAGAHA
C 221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

S H ENGINEERING
I ENGINEERING DEPARTMENT
P 3363 WEST PARK PLACE
PENSACOLA FL 32505
O ATTN: ROBIN LAMBERT

( lower Almmon

ORDER DATE: 04/10/12 BUYER: PAUL NOBLES REQ. NO.: 12001290 REQ. DATE: 04/05/12 TERMS: NET 30 DAYS F.O.B.: N/A DESC .: CHANGE ORDER DESCRIPTION EXTENSION ITEM# QUANTITY UNIT PRICE This change order provides for an Additive Change Order to Sigma to hire Constantine to perform potholing (SUE) work to include \$1,100.00 for 4 botholes and Asphalt Cutting and Patching as well as \$200 for survey work to locate vertical and horizontal utility locations. In addition, Sigma's hours for coordination come to \$450. SUE work was included in the scope as an optional service, but funds were not included to cover this cost. Therefore, Sigma is justified in requesting this change order. CIP: 69th Ave. North Drainage Improvements. .00 LOT LUMP SUM CONTRACT PER TERMS AND 1750.0000 1,750.00 01 CONDITIONS OF PD 11-12.012 "69TH AVENUE DRAINAGE IMPROVEMENTS AND SIDEWALK PROJECT ENGINEERING-DESIGN WITH LIMITED CEI" BCC APPROVAL APRIL 5, 2012

ITEM#	Δ.	COUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	1,750.00
11 21414					TOTAL \$	1,750.00
01	210107	56301	1,750.00	12EN1752		
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				//1	. (/	

APPROVED BY

TAX /D 85-80138880110 3 FED /D 59-6000-598

# CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



To Modify Existing Purchase Order

Vendor Code: 192991

Project Number: 12EN1752

Department: PUBLIC WORKS/ENGINEERING

Notes for Modifying the Scope of Award:

Additive Change Order to Sigma to hire Constantine to perform potholing (SUE) work to include \$1,100.00 for 4 potholes and Asphalt Cutting and Patching as well as \$200 for survey work to locate.

Additive Change Order to Sigma to hire Constantine to perform potholing (SUE) work to include \$1,100.00 for 4 potholes and Asphalt Cutting and Patching as well as \$200 for survey work to locate vertical and horizontal utility locations. In addition, Sigma's hours for coordination come to \$450. SUE work was included in the scope as an optional service, but not funds were included to cover this cost. Therefore, Sigma is justified in requesting this change order. CIP: 69TH Ave North Drainage Improvements

Adding Dollars Deleting Dollars fro	to Line Item No:	1	Quantity Adjustment: Adjustment:		Amount: \$1,750.00 Amount:	12
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Check if applicable a Performance and Payme Request Prepared	end provide written ent Bonds have bee	ds on the basis of a sconfirmation from the nadjusted to 100% of	\$25,000.00 or greater v	alue Change Order.	Flin G.e.	Digitally signed by Rich Andrews Dix chaftch Andrews, on Engineering, our Public Works, emailersch, andrewsproyessambia com, cell Date 2012;11:29 15:21:21-00:007
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Office of Purchasing Rev	view Agent:				Date: (2/7/12	
Department Director	r:		grade agreed up any \$1 this arrows \$2 to any \$2 this arrows \$2, to \$1 combine \$1 agrees \$ and have \$2 arrows a \$25 and any as a relation of this \$21,2,2,2,3 to 49,44 to \$20.	N.C. on Public Works	Date:	
County Administrate	or's Approval:			VA CAS	Date: 12-7	48

#### **Brad Hinote**

From:

Paul Heffernan [pheffernan@sigmacg.com]

Sent:

Tuesday, November 27, 2012 2:38 PM

To:

**Brad Hinote** 

Cc:

ilashley@sigmacg.com

**Subject:** 

FW: 69th Avenue Drainage Improvements - SUE quote

Brad.

Constantine has quoted us \$1,300 to complete the subsurface utility exploration (SUE) at the Fairfield crossing. We feel this is a reasonable price, but this dollar amount was not accounted for in our original scope/fee. How do you want to proceed?

Paul M. Heffernan, PE Project Engineer

#### SIGMA CONSULTING GROUP, INC.

3298 Summit Boulevard, Suite 32 | Pensacola, FL | 32503

Phone: 850.332.7912 | Mobile: 850.698.3917 Alternate: 225.298.0800 | Fax: 255.298.0100

pheffernan@sigmacg.com

www.sigmacg.com



From: Josh Petersen [mailto:JPetersen@tcgeng.com]

**Sent:** Monday, November 26, 2012 10:18 AM

**To:** Paul Heffernan **Cc:** 'Jason.Lashley'

Subject: RE: 69th Avenue Drainage Improvements - SUE quote

\$1.100 for the 4 Potholes and Asphalt Cutting and Patching

\$200 to survey with RTK which is subcentimeter XY and sub 3 centimeter on the Z coordinate. This is assuming that the benchmark is not under any tree cover.

Based on the map provided, I don't see any need for a lane closures or flagmen and no cost is included for traffic control.

Let me know if you need anything else.

-Josh

**From:** Paul Heffernan [mailto:pheffernan@sigmacg.com]

Sent: Wednesday, November 14, 2012 2:02 PM

**To:** Josh Petersen **Cc:** 'Jason.Lashley'

Subject: 69th Avenue Drainage Improvements - SUE quote

Josh:

I need a quote from you guys to provide the following SUE services:

Locate existing water/sewer (ECUA), gas (ESP) and phone/FOC (AT&T). We are anticipating a total of 4 pothole locations that will be a maximum depth of 6 feet. The potholes/borings will be in an area that is asphalt. Please provide

us with a price to measure approximate depths to utilities or survey. Elevation data must be surveyed and tied to a project benchmark. I have attached a PDF file that depicts the area of interest. The culvert crossing shown in the attached plan sheet is approximately 500ft west of 69<sup>th</sup> Avenue and Fairfield Drive.

Please call my cell if you have questions. Thanks.

Sincerely,

#### Paul M. Heffernan, PE Project Engineer

#### SIGMA CONSULTING GROUP, INC.

3298 Summit Boulevard, Suite 32 | Pensacola, FL | 32503

Phone: 850.332.7912 | Mobile: 850.698.3917 Alternate: 225.298.0800 | Fax: 255.298.0100

pheffernan@sigmacq.com

www.sigmacq.com



# ESCAMBIA COUNTY ENGINEERING DEPARTMENT CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name: Project ID:	69th Avenue NORT				
Location:	69th Avenue from L	illian to Fairfield			
Expedition Name: Project Manager:	Brad Hinote				
Date:	11/28/2012				
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#### 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

VI	192991
E '	SIGMA CONSULTING GROUP INC
N	3298 SUMMIT BLVD STE 32
001	PENSACOLA FL 32503

## PURCHASE ORDER NO. 121184-3

CHANGE DATE: 02/27/13 N PLEASE EMAIL INVOICES TO:

O CLERK OF THE COURT & COMPTROLLER HON, PAM CHILDERS	
C 221 PALAFOX PLACE, SUITE 140 E PENSACOLA, FL 32502-5843	
S ENGINEERING	
P 3363 WEST PARK PLACE	
T PENSACOLA FL 32505 O ATTN: ROBIN LAMBERT	

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This change order provides for an Additive Change Order to Sigma Consulting to include supplementary design services another 16 acre drainage basin a the south end of the project limits, to address drainage complaints on 69th Avenue. These supplementary services will also include waterline relocation design, valve engineering analysis and drainage redesign to reduce construction costs, utility conflicts and address all the drainage needs within the project limits. CIP: 69th Avenue North  15810.0000 15,810.00 CONDITIONS OF PD 11-12.012 "69TH AVENUE DRAINAGE IMPROVEMENTS AND SIDEWALK PROJECT ENGINEERING-DESIGN WITH LIMITED	TERM	S: 1	VET	30	DF	YS		F	.O.B.	N/.	A									DE	SC.:	C	HAI	IGE	OR	DER	-	3		
Order to Sigma Consulting to include supplementary design services another 16 acre drainage basin a the south end of the project limits, to address drainage complaints on 69th Avenue. These supplementary services will also include waterline relocation design, valve engineering analysis and drainage redesign to reduce construction costs, utility conflicts and address all the drainage needs within the project limits. CIP: 69th Avenue North  101 .00 LOT LUMP SUM CONTRACT PER TERMS AND 15810.0000 15,810.000 CONDITIONS OF PD 11-12.012 "69TH AVENUE DRAINAGE IMPROVEMENTS AND SIDEWALK PROJECT ENGINEERING-DESIGN WITH LIMITED	EM#	QL	JANT	ITY	1	-												5						0.00		E		EXT	ENSIO	N
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Original Purchase Order



# CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: 192991 Vendor Name: SIGMA CONSULTING, INC.
Project Number: 12EN1752 P.O. Number: 121184 C.O. Number: 3
Department: PUBLIC WORKS/ENGINEERING P.D. Number: 11-12.065 Date: 02/14/13

Notes for Modifying the Scope of Award:

Additive Change Order to Sigma to include supplementary design

Additive Change Order to Sigma to include supplementary design services another 16 acre drainage basin at the south end of the project limits, to address drainage complaints on 69th Avenue. These supplementary services will also include waterline relocation design, valve engineering analysis and drainage redesign to reduce construction cost, utility conflicts and address all the drainage needs within the project limits. CIP: 69th Avenue North

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Contract Administrato	r's Certification & Ap	pproval:			Date:	_
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Department Direct	or:		email=jdblackm@myescar Date: 2013.02.26 14:2148	nbia.com, c=US	Date:	1.64
County Administra	itor's Approval:		1 1	MAX	Date: 7	17
F0020 (Revised 1/31/2008)			1/1/1	- (1)/// 2		



#### SCOPE OF WORK:

Engineering Services for 69<sup>th</sup> Avenue Drainage Improvements :

Lillian Highway to Fairfield Drive

Additional Summplemental Services

February 1, 2013

#### Description

Per the request of Escambia County, SIGMA is providing the scope and fee for additional supplemental services as shown below. The supplemental services will include Value Engineering (VE), Drainage Redesign and Waterline Design. Escambia County requested that SIGMA provide a value engineering analysis for this project based upon the fact that it is a retrofit of an existing drainage system. Originally, the project was designed to accommodate the 25 year storm event. The design resulting from this methodology was costly and would be difficult to construct due to utility conflicts and right-of-way constraints. The project is also interconnected with the Florida Department of Transportation's (FDOT) drainage system on Fairfield Drive, which adds another element of complexity to the project. The proposed value engineering (VE) analysis will consist of developing a conceptual design for the project based upon the utilization of a 10 year storm event. The 10 year storm event is a good choice for the VE analysis since FDOT utilizes this storm event for designing storm water systems of this nature. The utilization of the 10 year storm event will allow us to accomplish and/or accommodate the following items:

- Include 16.0 acres of additional drainage area that causes flooding on the South end of the project. The aforementioned area was not included in the original design scope for the project.
- Reduce construction costs by @ 20.0% based on reduced pipe sizing for storm sewer piping and corresponding structures.
- 3. Reduce utility conflicts, which will further reduce construction costs.
- Improve overall constructability of project by minimizing utility and right-of-way impacts for limits of project.

The VE will also look at the possibility of reconfiguring the side street drainage systems to minimize 69th Avenue road crossings, utility conflicts and minimize storm sewer pipe sizes necessary to accommodate these systems.



February 1, 2013 69<sup>th</sup> Avenue North – VE & Redesign Page 2 of 5

SIGMA will proceed with the redesign of the drainage system as soon as Escambia County accepts the findings from the VE analysis and gives us the notice to proceed. The redesign will include updating the design drawings, drainage calculations, bid tabulation and construction specifications for the project.

The waterline design is necessary accommodate the proposed location of the new storm sewer on 69th Avenue. After several utility coordination meetings it was determined that the relocation of the 12" waterline was the best alternative to minimize impacts to the existing traffic flow on 69th Avenue. The relocation of the waterline was not included in the original scope of the project. ECUA will supply the proposed waterline design to SIGMA and we will incorporate it into our design drawings.

#### Task 1100 Value Engineering

SIGMA will provide a value engineering analysis for the drainage system design that is currently underway. The existing drainage system design is based upon the utilization of a 25 year design storm for the sizing of the proposed drainage conveyance system. At the direction of Escambia County, SIGMA will provide conceptual designs for the proposed drainage system based upon the utilization of a 10 year storm event. The construction costs for each of the drainage systems for the 10 year and 25 year storm events will be compared to estimate cost savings opportunity for this project. SIGMA will also coordinate with Hatch Mott MacDonald (HMM) to determine the net impacts by utilizing a 10 year storm event rather than a 25 year storm event.

SIGMA will also look at the opportunity to run a separate trunk line, from Creel to Lindskog, for the side street drainage systems located on the west side of 69<sup>th</sup> Avenue. This scenario will allow us to downsize the main trunkline on 69<sup>th</sup> Avenue and possibly take in additional drainage area from the south end of the project.

Task 1100 Engineering Fee = \$3,240.00

#### **Deliverables:**

SIGMA will provide a memorandum summarizing a cost comparison of the construction cost estimates associated with designing the storm sewer conveyance system in accordance with a 10 year and 25 yr. design storm.

#### Task 1200 Drainage System Redesign

SIGMA will redesign the proposed drainage system to include approximately 16 acres of runoff that is generated on the east side of 69<sup>th</sup> Avenue from Lillian Highway to Fellmore Lane. The original design and scope of this project did not include incorporating the aforementioned drainage area. The original drainage basin study provided by HMM did not show this area to be contributing to the existing drainage system that we are currently redesigning on 69<sup>th</sup> Avenue. SIGMA will take the findings from the VE analysis listed above in Task 1200 and determine the best design approach to incorporate the additional acreage. SIGMA will then provide a recommendation for the redesign approach to Escambia County. SIGMA will proceed with the redesign of the drainage system when Escambia County gives us a Notice to Proceed.

The redesign will require us to update the drainage calculations, drainage maps, plan/profile sheets, cross-sections, bid tabulation and construction specifications for the project.

*Task 1200 Engineering Fee = \$4,720.00* 

#### Deliverables:

SIGMA will provide updates/revisions for the following items:

Sheet/Item Description	Sheet/Item Count
Plan/Profile Sheets	11
Drainage Calculations	1
Drainage Map	1
Cross-Sections	5
Bid Tabulation	1
Construction Specifications	1

February 1, 2013 69<sup>th</sup> Avenue North – VE & Redesign Page 5 of 5

#### Task 1300 Waterline Design

SIGMA will provide the engineering and CADD services necessary to incorporate the 12" water relocation plans, as supplied by ECUA, into the existing construction plans, specifications and bid tabulation for this project. ECUA will supply SIGMA with a set of plans that are marked up to reflect the relocations of the existing 12" waterline on 69<sup>th</sup> Avenue between Lillian Highway and Fairfield Drive.

Task 1300 Engineering Fee = \$7,850.00 Total Lump Sum Engineering Fee = \$15,810.00

#### Deliverables:

SIGMA will provide one (1) final set of final construction plans, specifications and bid tabulations that reflect the waterline relocation design supplied to us by ECUA.

## ENGINEERING SERVICES FOR DRAINAGE IMPROVEMENTS TO

#### 69th Avenue South Drainage Improvement Projects Waterline Relocation and Value Engineering Manhour Estimate

				Enginoering		
Sheet Description		Sheet Count	Engineer (hours)	CADD (hours)	Sr. Engr. (hours)	\$
Task 1100 : Waterline Design			8	24	8	\$3,240.00
Task 1200 : Value Engineering			40	0	12	\$4,720.00
Task 1300 : Drainage Redesign			40	40	15	\$7,850.00
	Total=	13	88	64	35	\$15,810.00
	o. 120203	Hourly rates= Total=	\$85.00 / \$ 7,480.00	\$70.00 \$ 4,480.00	\$110.00 <del>/</del> \$ 3,850.00	\$ 15,810.00
Updated : 2-1-13						

Total Engineering Fee (lump sum)= \$15,810.00

Colordad 2/14/13 comford 2/14/13

# **BOARD OF COUNTY COMMISSIONERS** ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 FENSACOLA,FL 32591-1591 (850) 595-4980 V 192991 E SIGMA ( N 3298 SI O PENSACO R

SIGMA CONSULTING GROUP INC 3298 SUMMIT BLVD STE 32 PENSACOLA FL 32503

CHANGE DATE: 1:	2/07/12
N PLEASE EMAIL INVOICES TO: V escambia.invoices@escambiaclerk.com O CLERK OF THE COURT & COMPTROLLES HON. ERNIE LEE MAGAHA C 221 PALAFOX PLACE, SUITE 140 PENSACOLA, FL 32502-5843	
S   ENGINEERING   ENGINEERING DEPARTMENT   3363 WEST PARK PLACE   PENSACOLA FL 32505	
O ATTN: ROBIN LAMBERT	

PURCHASE ORDER NO. 121184-2

ORDER	R DATE: 04/	10/12	BUYER: PAUL NOBLES	REQ. N	0.: 12001290	REQ.	DATE: 04/05/12
	S: NET 30	DAYS	F.O.B.: N/A	DESC.:	CHANGE ORD	ER -	. 2
ITEM	QUANTITY	UOM	DESCRIPTION This change order provides for an Ad		UNIT PRICE		EXTENSION
~			Order to Sigma to hire Constantine to potholing (SUE) work to include \$1,1 potholes and Asphalt Cutting and Pat \$200 for survey work to locate verting utility locations. In addition, Sigmoordination come to \$450. SUE work the scope as an optional service, but included to cover this cost. Thereforestified in requesting this change Ave. North Drainage Improvements.	.00.00 ching cal a ma's was t was t fun lore,	for 4 as well as nd horizont hours for included in ds were not Sigma is	al 1	
01	. 00	) LOT	LUMP SUM CONTRACT PER TERMS AND CONDITIONS OF PD 11-12.012 "69TH AVDRAINAGE IMPROVEMENTS AND SIDEWALK PROJECT ENGINEERING-DESIGN WITH LIKE CEI" BCC APPROVAL APRIL 5, 2012		1750.00	000	1,750.00

ITEM=	ACCOUN	<del>.</del>	AMOUNT	PROJECT CODE	PAGE TOTAL	\$ 1,750.00
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01	210107	56301	1,750.00	12EN1752		
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APPROVED BY WILLY Symmon

TAX 10 85-80138850110-3 F50 10 59-6000-698

#### **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

V	192991	FAX:	850-432-8870	-
Ξ '	SIGMA CONSULTING	GROUP	INC	
1	3298 SUMMIT BLVD	STE 3	32	
0.	PENSACOLA FL 325	503		
3				

#### PURCHASE ORDER NO. 121184-5 CHANGE DATE: 12/19/14

PLEASE EMAIL INVOICES TO: escambia.invoices@escambiaclerk.com CLERK OF THE COURT & COMPTROLLER HON. PAM CHILDERS

221 PALAFOX PLACE, SUITE 140 C E PENSACOLA, FL 32502-5843

ENGINEERING ENGINEERING DEPARTMENT 3363 WEST PARK PLACE PENSACOLA FL 32505 0 ATTN: ROBIN LAMBERT

ORDER DATE: 04/10/12 BUYER: PAUL NOBLES REQ. NO.: 12001290 REQ. DATE: 04/05/12 TERMS: NET 30 DAYS F.O.B.: N/A DESC .: CHANGE ORDER - 5 ITEM# QUANTITY DESCRIPTION UOM EXTENSION UNIT PRICE ADMINISTRATIVE CHANGE ORDER REQUESTING ADDITIONAL TIME OF 365 DAYS TO SIGMA CONSULTING GROUP, INC. TO COVER CONSTRUCTION TIME AND AS-BUILT CERTIFICATION. CONSTRUCTION WAS DELAYED DUE TO A PROLONGED BIDDING PROCESS, THE APRIL 29TH STORM EVENT, FUNDS NOT BEING READILY AVAILABLE AND A DIVISION OF PROJECT INTO TWO (2) TO SATISFY FDOT WORK ON FAIRFIELD DRIVE. WE ANTICIPATE THE CONSTRUCTION TO BE COMPLETED BY AUGUST 2015. THE ORIGINAL CONTRACT COMPLETION DATE IS SEPTEMBER 10, 2014. THE NEW CONTRACT COMPLETION DATE WILL BE SEPTEMBER 10, 2015. CIP: 69TH AVENUE NORTH DRAINAGE IMPROVEMENTS AND SIDEWALK .00 LOT LUMP SUM CONTRACT PER TERMS AND 01 .0000 .00 CONDITIONS OF PD 11-12.012 "69TH AVENUE DRAINAGE IMPROVEMENTS AND SIDEWALK PROJECT ENGINEERING-DESIGN WITH LIMITED CEI" BCC APPROVAL APRIL 5, 2012

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TEM#	AC	COUNT	AMOUNT	PROJECT CODE	PAGE TOTAL	\$ .00
	Sec. 1 And Controlled				TOTAL	\$ .00
01	210107	56301	.00	12EN1752		

APPROVED BY

Original Purchase Order

In doron 12/31/1.

# CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Department: PUBLIC WORKS/ENGINEERING P.D. Number: 11-12.065  tes for Modifying the Scope of Award: dministrative Change Order requesting additional time of 365 days to Sign froup Inc. to cover construction time and as-built certification. Construction to the prolonged bidding process, the April 29th storm event, funds not be vailable, and division of project into two (2) to satisfy FDOT work on Fairfie nticipate the construction to be completed by August 2015. The original completion date is September 10, 2014. The new completion date will be Science of September 10, 2014. The new completion date will be Science of September 10, 2014. The new completion date will be Science of September 10, 2014. The new completion date will be Science of September 10, 2014. The new completion date will be Science of September 10, 2014. The new completion date will be Science of September 10, 2014. The new completion date will be Science of September 10, 2014. The new completion date will be Science of September 10, 2014. The new completion date will be Science of September 10, 2014. The new completion date will be Science of September 10, 2014. The new completion date will be Science of September 10, 2014. The new completion date will be Science of September 10, 2014. The new completion date will be Science of September 10, 2014. The new completion date will be Science of September 10, 2014. The new completion date will be Science of September 10, 2014. The new completion date will be Science of September 10, 2014. The new completion of Science of September 10, 2014. The new completion of Science of September 10, 2014. The new completion of Science 10, 2014. The new completion of Science of Science 10, 2014. The new completion of Science of Science Indicate Science of Science of Science Indicate Science of Science Indicate Science of Science Indicate Science Indicate Science Indicate Science Indicate In	n was delayed eing readily Id Drive. We entract
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Fight Minited ( Works our Engineering end of the	
Request Prepared By: Dave 2014 12 18 1 20451 - 04 000	
	Date:
July Town - with the manufacture	
Contract Administrator's Certification & Approval:	
V	Date:
Office of Purchasing Review Agent:	Date:
Digitally signed by Joy D. Stackmon, P.E. Distally signed by Joy D. Stackmon, P.E. Distally signed by Joy D. Stackmon, P.E., one scambia County	
BOCC, our Public Works Depirtment,	Date:
Department Director: email-jdblackm@myescambla.com,c=US Dete:201412.19.0926.44-0600*	Date:
1 8	2.5
to the state of	Date:
County Administrator's Approval: (1) 1000 12/31/19	Date:
THE ARMAN VINCENTS	Date:

## Escambla County Public Works Department Engineering Division

	3363 W. Park Place		
first Villian production of the control of the cont	Pensacola, Florida 32505		. •
271 6 12 15 POSE 1 G GESSE	CAPITAL IMPROVEMENT PROJECTS - REQUEST FO	R FUNDS (RFF)	
Project Name	69th Avenue North Drainago Improvements & Sdowalk Project		
Project ID	ENG1786		
Location	North 69th Avonue - Between Fairfield Drive & Littian Hwy.		
Project Manager:	Nick Chauvin		
Dato.	12/15/2014		
		July Tonser	
		Signature Approval, Divisi	on Chief
This section to be completed by P	miect Managers		
This social was companied by t	DESCRIPTION OF REQUEST		
Change Order #4 requesti	ng additional time of 365 days to Sigma Consulting Gro	up loc to cover construction tim	e and asbuilts.
Change Cross and requests	due to a prolonged bidding process, the April 29th storm	n owner funde not being madily :	wailable and
Construction was delayed	age to a blocolided process, his while sam store	Hevelli, luttus flut being readily a	svanavic, and
division of project into two	phases to satisfy FDOT work on Fairfield Drive. We ant	cipate the construction to be cor	npiete by August
2015. The original contract	completion date is September 10, 2014. The new cont	ract completion date will be Sept	ember 10, 2015.
•	·		
Attached backup documentation	pago (s)		
RFF/NTP Stort Date	9/10/2014		
Time shall be increased/decrease			
New completion date is	9/10/2015	0.1	0
		Obligated	Required
Balance of CIP Project			
Contract Construction C	entra el		
Funds for Original Construction C Funds for Construction CO#	orwaca		
Contract PD	Contractor	<del></del>	
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Funds for Original Task Order			
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	.012 Sigma Consulting Group, tr		
Task Order PD 11-12	U12 Supria Containing Group, is	<u> </u>	
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Funds for Original Work Order Funds for Change Order #			. (
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Contract PD	Cumanu	<del></del>	<del>/ /                              </del>
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Funds for Contingency			4/1
Funds for Permit Fees	Agency	NOC 10	en
100 Page 1 CD   F CD 1 1 1 1 1 1 CD 2			

New Balance of CIP Project

Owner

Сотралу

This section to be completed by Administration to accomplish fund transfer. Project # Fund From Fund Project Name Amount To Transfer County Engineer Signature

Funds for Land Purchases

Funds for Title Work

Contract PD Funds for

PAG.	AGE NO. I				PURCHASE ORDER NO. 121184			
ESC 213 PO E PEN	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				C (850) 59	_		
E N D O R	3298 SUMM PENSACOLA	IT BI			P 3363 PENSAGO ATTN: RO	EERING EERING DEPARTMENT WEST PARK PLACE COLA FL 32505 DBIN LAMBERT		
ORDE	R DATE: 04/1	0/12	BUYER: PAUL NO	BLES	RI	EO. NO.: 12001290 REQ.	DATE: 04/05/12	
TERM	S: NET 30	DAYS	F.O.B.: N/A		DE	SC.: PD 11-12.012		
ITEM	QUANTITY	UOM		DESCRIPTION HINOTE AT 595		UNIT PRICE	EXTENSION	
01	1.00	LOT	CONDITIONS O DRAINAGE IMP PROJECT ENGI	TRACT PER TERMS F PD 11-12.012 ROVEMENTS AND S NEERING-DESIGN ROVAL APRIL 5,	"69TH AVEN SIDEWALK WITH LIMIT		144,220.00	
ITEM#		ACCOL	INIT	TNUOMA	PROJECT COD	PAGE TOTAL \$	144,220.00	
<del></del>					<del> </del>	TOTAL \$	144,220.00	
01	210107		56301	144,220.00	12EN1752			

APPROVED BY Coares Rower 4/12/12

#### PAGE NO. 1 PURCHASE ORDER NO. 121184-1 **BOARD OF COUNTY COMMISSIONERS** CHANGE DATE: 10/31/12 **ESCAMBIA COUNTY FLORIDA** PLEASE EMAIL INVOICES TO: 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 escambia.invoices@escambiaclerk.com PO BOX 1591 CLERK OF THE COURT & COMPTROLLER 0 PENSACOLA,FL 32591-1591 HON. ERNIE LEE MAGAHA (850) 595-4980 221 PALAFOX PLACE, SUITE 140 PENSACOLA, FL 32502-5843 192991 ENGINEERING SIGMA CONSULTING GROUP INC ENGINEERING DEPARTMENT Ν 3298 SUMMIT BLVD STE 32 3363 WEST PARK PLACE PENSACOLA FL 32503 PENSACOLA FL 32505 0 ATTN: ROBIN LAMBERT ORDER DATE: 04/10/12 BUYER: PAUL NOBLES REQ. NO.: 12001290 REQ. DATE: 04/05/12 TERMS: NET 30 DAYS F.O.B.: N/A DESC.: CHANGE ORDER ITEM# QUANTITY UOM DESCRIPTION UNIT PRICE **EXTENSION** This change order provides for an Additive Change Order to Sigma to put together a maintenance map. R/W acquisition was initially included as part of the original project scope. Legals and sketches were

had to go the maintenance map route. CIP: 69th Avenue North .00 LOT LUMP SUM CONTRACT PER TERMS AND 01 3600.0000 3,600.00 CONDITIONS OF PD 11-12.012 "69TH AVENUE DRAINAGE IMPROVEMENTS AND SIDEWALK PROJECT ENGINEERING-DESIGN WITH LIMITED

CEI" BCC APPROVAL APRIL 5, 2012

produced, but it became apparent that property owners were unwilling to give up Right of Way. Therefore we

PAGE TOTAL \$ 3,600.00 ITEM# ACCOUNT **AMOUNT** PROJECT CODE TOTAL 3,600.00 01 210107 56301 3,600.00 12EN1752

APPROVED BY

TAX ID 85-8013888011C-3 FED ID 59-6000-598

## **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

v	192991	
E	SIGMA CONSULTING	GROUP INC
N	3298 SUMMIT BLVD	STE 32
D Og l	PENSACOLA FL 32	503

## PURCHASE ORDER NO. 121184-3 CHANGE DATE: 02/27/13

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

ENGINEERING ENGINEERING DEPARTMENT 3363 WEST PARK PLACE PENSACOLA FL 32505

ATTN: ROBIN LAMBERT

ORDER DATE: 04/10/12 BUYER: PAUL NOBLES REQ. NO.: 12001290 REQ. DATE: 04/05/12 F.O.B.: N/A TERMS: NET 30 DAYS DESC.: CHANGE ORDER DESCRIPTION **EXTENSION** ITEM= QUANTITY **UNIT PRICE** This change order provides for an Additive Change Order to Sigma Consulting to include supplementary design services another 16 acre drainage basin a the south end of the project limits, to address drainage complaints on 69th Avenue. These supplementary services will also include waterline relocation design, valve engineering analysis and drainage redesign to reduce construction costs, utility conflicts and address all the drainage needs within the project limits. CIP: 69th Avenue North .00 LOT LUMP SUM CONTRACT PER TERMS AND 15810.0000 15,810.00 CONDITIONS OF PD 11-12.012 "69TH AVENUE DRAINAGE IMPROVEMENTS AND SIDEWALK PROJECT ENGINEERING-DESIGN WITH LIMITED CEI" BCC APPROVAL APRIL 5, 2012

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ITEM	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL	\$	15,810.00
01	210107 563	15,810.00	12EN1752	TOTAL	\$	15,810.00
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TAX	1D 85-8013888011C-3	APPROVED	BY <i></i>	((! SIMM	non	

TAX ID 85-8013888011C-3 FED ID 59-6000-598

## MINUTES OF THE REGULAR BCC MEETING – Continued

## **COUNTY ADMINISTRATOR'S REPORT** – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-17. Approval of Various Consent Agenda Items Continued
  - 5. Adopting the Resolution (R2012-59) approving Supplemental Budget Amendment #109, Other Grants and Projects Fund (110), in the amount of \$122,320, to recognize a Grant from the Federal Emergency Management Agency and the Department of Homeland Security, and to appropriate these funds for the purchase of five Lifepak Monitor Defibrillators for the Escambia County Fire Department.
  - 6. Approving to renew the Solid Waste Container Service Contract, PD 07-08.040, with Titan Waste Service, Inc., with no price increase for the 12-month period, beginning July 1, 2012, through June 30, 2013, based upon a request of the Contract Administrator, in accordance with the terms and conditions of the current Contract (Funding: Fund 001, General Fund, Maintenance Cost Center 210602, Object Code 54301, [in the amount of] \$100,000; Fund 501, Employee Health Clinic, Cost Center 150108, Object Code 54301, [in the amount of] \$700).
  - 7. Awarding an Indefinite Quantity, Indefinite Delivery Contract, PD 11-12.013, Gulf Beach Highway Sidewalk Phase 3, to Roads, Inc., of NWF, for a total amount of \$419,054.25 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project No. 12EN1742).
  - 8. Awarding a Lump Sum Contract to Sigma Consulting Group, Inc., per the terms and conditions of PD 11-12.012, "69th Avenue North Drainage Improvements: Fairfield Drive to Lillian Highway and Adjoining Sidestreets" and Sidewalk Project Engineering-Design with Limited CEI (Construction, Engineering, and Inspection), in the amount of \$144,220 (Funding: Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 56301, Project #12EN1752, "69th Avenue Drainage").



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7665 County Administrator's Report 15. 20.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 02/19/2015

**Issue:** Contract Award for PD 13-14.006, Roadway Materials Pricing

Agreement

**From:** Joy D. Blackmon, P.E., Department Director

**Organization:** Public Works

**CAO Approval:** 

## **RECOMMENDATION:**

Recommendation Concerning the Roadway Materials Pricing Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board award an extension to the Indefinite Quantity, Indefinite Delivery Contract, PD 13-14.006, Roadway Materials Pricing Agreement, to McDirt Industries, Inc., Roads, Inc., of NWF, Panhandle Grading & Paving, Inc., and Midsouth Paving, Inc., based on the pricing provided, for a term of 12 months, effective February 6, 2015.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Various Projects, \$850,000; Fund 112, Disaster Recovery Fund, Cost Center 330490-339495, Object Code 54612/56301, \$500,000; Fund 181, Master Drainage Basins, Cost Center 210719-210736, Object Code 56301, \$50,000; Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 55301, \$300,000; Fund 401, Solid Waste Management Fund, Cost Center 230306 (Recycling), Object Code 55301, \$50,000; Fund 401, Solid Waste Management Fund, Cost Center 230309 (Closed Landfills), Object Code 55301, \$50,000; Fund 401, Solid Waste Management Fund, Cost Center 230314 (Operations), Object Code 55301, \$200,000; Fund 401, Solid Waste Management Fund, Cost Center 230315 (Projects), Object Code 55301, \$500,000]

## **BACKGROUND:**

Meeting in regular session on January 2, 2014, the Board awarded an Indefinite Quantity, Indefinite Delivery Contract, PD 13-14.006, Roadway Materials Pricing Agreement, to McDirt Industries, Inc., Roads, Inc., of NWF, Panhandle Grading & Paving, Inc., and Midsouth Paving, Inc., based on the pricing provided, for a term of 12 months, with options for two additional 12-month periods, up to a maximum term of 36 months. The Board has requested that contract extensions be taken back to the Board for approval. This recommendation will extend this contract from February 6, 2015 through February 6, 2016.

## **BUDGETARY IMPACT:**

Funds are available as follows:

Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Various Projects, \$850,000.

Fund 112 "Disaster Recovery Fund", Cost Center 330490-339495, Object Code 54612/56301, \$500,000

Fund 181 "Master Drainage Basins", Cost Center 210719-210736, Object Code 56301, \$50,000.

Fund 175 "Transportation Trust Fund" Cost Center 210402, Object Code 55301, \$300,000.

Fund 401 Solid Waste Management, Cost Center 230306 (Recycling), Object Code 55301, \$50,000.

Fund 401 Solid Waste Management, Cost Center 230309 (Closed Landfills), Object Code 55301, \$50,000.

Fund 401 Solid Waste Management, Cost Center 230314 (Operations), Object Code 55301, \$200,000.

Fund 401 Solid Waste Management, Cost Center 230315 (Projects), Object Code 55301, \$500,000.

## **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.

Invitations to Bid, PD 13-14.006, "Roadway Materials Pricing Agreement", were publicly noticed on Monday, November 18, 2013, to 31 known providers. Bids were received from 4 providers on Tuesday, December 10, 2013.

## **IMPLEMENTATION/COORDINATION:**

N/A

## **Attachments**

Board Action 01022014

## PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

## <u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-21. Approval of Various Consent Agenda Items Continued
  - 11. Awarding a Contract to Midsouth Paving, Inc., for Beulah Road Resurfacing, PD 13-14.004, in the amount of \$1,274,541.15 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project #14EN2615).
  - 12. Awarding an Indefinite Quantity, Indefinite Delivery Contract, PD 13-14.006, Roadway Materials Pricing Agreement, to McDirt Industries, Inc., Roads, Inc., of NWF; Panhandle Grading & Paving, Inc.; and Midsouth Paving, Inc., based on the pricing provided, for a term of 12 months, with options for two additional 12-month periods, up to a maximum Fund 352, "Local Option Sales Tax III," Cost term of 36 months (Funding: Center 210107, Object Code 56301, Various Projects - \$850,000; Fund 181, "Master Basins," Cost Center 210719-210736, Object Code 56301 – \$50,000; Drainage Fund 175, "Transportation Trust Fund," Cost Center 210402, Object Code 55301 -\$300,000; Fund 401, Solid Waste Management Fund, Cost Center 230306 [Recycling], Object Code 55301 - \$50.000; Fund 401, Solid Waste Management Fund, Cost Center 230309 [Closed Landfills], Object Code 55301 - \$50,000; Fund 401, Solid Waste Management Fund, Cost Center 230314 [Operations], Object Code 55301 – \$200,000; Fund 401, Solid Waste Management Fund, Cost Center 230315 [Projects], Object Code 55301 – \$500,000).
  - 13. Approving, and authorizing the Chairman to execute, the *Contract Modification* providing for administrative changes to PD 02-03.079, Professional Services as Governed by Florida Statute 287.055, between Escambia County, Florida, and Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J), changing the name to Atkins North America, Inc.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7667 County Administrator's Report 15. 21.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 02/19/2015

**Issue:** Contract PD13-14.008 Escambia County Florida Parks and Recreation

Grounds Mowing and Trimming for Athletic Parks Contracts

**From:** Michael Rhodes, Dept Director

**Organization:** Parks and Recreation

**CAO Approval:** 

## **RECOMMENDATION:**

Recommendation Concerning the Agreements Relating to Escambia County, Florida, Grounds Mowing and Trimming for Athletic Parks - Stephan Hall, Management and Budget Services Interim Department Director

That the Board approve a 12-month extension, beginning February 6, 2015, to the Agreement Relating to Grounds Mowing and Trimming for Athletic Parks, PD 13-14.008, Escambia County, Florida, Parks and Recreation Grounds Mowing and Trimming for Zones 1, 2, 3, 4, 5, and 6 to the following contractors:

- A. Agreement for Zone 1 to Greenworks Groundskeeping & Landscaping Services, Inc., in the amount of \$39,000;
- B. Agreement for Zone 2 to Northwest Florida Landscaping, Inc., in the amount of \$45,000;
- C. Agreement for Zone 3 to Gulf Coast Environmental Contractors, Inc., in the amount of \$48,600;
- D. Agreement for Zone 4 to Rhett James Landscaping, Inc., in the amount of \$72,490;
- E. Agreement for Zone 5 to Emerald Coast Grass Company, Inc., in the amount of \$67,000; and
- F. Agreement for Zone 6 to Wallace Sprinkler & Supply, Inc., in the amount of \$57,200 \$75,400.

The Agreement for Zone 6 is being increased by \$18,200, to add the new extended fields and surrounding common areas.

PD 13-14.008 is a Unit Price Contract based on a fixed cost per mow, and the estimated annual expenditures are listed above.

[Funding: Fund 352, LOST III, Cost Center 350229, Object Code 53401, Project Number 08PR0078, Contract Contractor Annual Expenditure]

## BACKGROUND:

Meeting in regular session on February 6, 2014, the Board approved Contract PD 13-14.008 for the Escambia County, Florida, Parks and Recreation Grounds Mowing and Trimming for Athletic Parks. The Escambia County Parks and Recreation Department has assumed some of the mowing and trimming responsibilities for a total of 16 athletic parks, to abate the costs of maintenance for athletic associations at County parks.

The logistics of mowing and trimming during a short playing season, combined with the distances between parks, and the playing schedules make it impossible for one contractor to meet the needs of all the parks in a cost-efficient and responsive manner, so the Parks and Recreation Department divided the 16 parks into six zones, with each zone containing at least two parks of similar size, located within a reasonable distance of each other.

Staff requests the required Board approval to extend the original 12-month contract, which expires February 6, 2015, through February 6, 2016.

## **BUDGETARY IMPACT:**

Funds are available in Fund 352, LOST III, Cost Center 350229. Object Code 53401, Project Number 08PR0078.

## **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

## **PERSONNEL:**

N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

An Invitation to Bid, PD13-14.008, for the Escambia County, Florida, Parks and Recreation Grounds Mowing and Trimming for Athletic Parks Contract was advertised in the Pensacola News Journal on November 18, 2013. Mandatory pre-bid meetings were held on December 10 and 11, 2013. Bids were received and contracts were let to the low bidder for each zone separately.

## IMPLEMENTATION/COORDINATION:

N//A

## **Attachments**

Wallace Quote
Board Action 020614

## THE WALLACE COMPANY







## Serving the Escambia and Santa Rosa communities for over 33 years

P.O. Box 1313, Gulf Breeze, FL 32561	OR 3607 Andrew Ave.,	Pensacola, FL 32505
Phone 850/932-5871 Fax 850/932-8266	Phone 850/434-119	9 Fax 850/434-1191
Proposal Submitted To: Mike Lively	Phone: 850-475-5220	Date: 1-23-15
Street:	Job Name: N.E.P Ashton Brosh	enham Cell:
City, St. & Zip: Pensacola Fl		
E-Mail: mdlively@co.escambia.fl.us	Fax:	
We hereby submit specifications and estimates for: L	awn Maintenance	
*Many Edge Ching Tring & Blow of Trinf Coope And	ala	
*Mow, Edge, String Trim & Blow all Turf Grass Are	a s,	
This Proposal is for the new extended fields and surro	unding common areas NOT exist	ting fields or common grounds
on N.E.P and Ashton Broshenham properties. Will inc	lude Mowing edging string trimmi	ng and blowing of areas.
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F-4-1-840 000 00		
Total:\$18,200.00		
	40,000	
This contract supplments the exhisting contract. And p	payment schedule will be the sam	e as the previous(current) contract.
and The Wellow Company		
and The Wallace Company.	We from the specific of the second se	the state of the s
vorkmanlike manner according to standard practices. Any alteration or		
leviation from above specifications involving extra costs will be executed only		
pon written orders, and will become an extra charge over and above the	Authorized Signature	
estimate. All agreements contingent upon strikes, accidents, or delays	Note:	
eyond our control. Owner to carry fire, tomado, and other necessary nsurance. Our workers are fully covered by Workman's Compensation		if not accepted with in
nsurance. Our workers are fully covered by workman's compensation	days	The description with in
Acceptance of Proposal-The above prices, specifications	dayə	
	Cianatura	
	Signature	
and conditions are satisfactory and are hereby accepted. You are	Signature	
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and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as	Signature // / /	077
and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as putlined above.	Signature What	1 Pale

## PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

## <u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-17. Approval of Various Consent Agenda Items Continued
  - 9. Approving the purchase of one Caterpillar 336EL Hybrid Hydraulic Excavator from Thompson Tractor Company, for the amount of \$319,884, per the terms and conditions of Governmental Contract Initiative (GOV-13-TUCS) with the City of Tucson/National IPA Contract RFP#120377; in compliance with the Local Preference Initiative, this equipment purchase was posted on the County website for 30 days; no proposals were received (Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 56401).
  - 10. Awarding the *Agreement Relating to Grounds Mowing and Trimming for Athletic Parks PD 13-14.008*, Escambia County, Florida, Parks and Recreation Grounds Mowing and Trimming, for Zones 1, 2, 3, 4, 5, and 6, to the following Contractors, for a term of 12 months, with option to renew for two additional 12-month extensions; PD 13-14.008 is a Unit Price Contract based on a fixed cost per mow, and the estimated annual expenditures are listed (Funding: Fund 352, Local Option Sales Tax III, Cost Center 350229, Object Code 53401, Project Number 08PR0078, Contract Contractor Annual Expenditure):
    - A. Agreement for Zone 1 to Greenworks Groundskeeping & Landscaping Services, Inc., in the amount of \$39,000;
    - B. Agreement for Zone 2 to Northwest Florida Landscaping, Inc., in the amount of \$45,000;
    - C. Agreement for Zone 3 to Gulf Coast Environmental Contractors, Inc., in the amount of \$48,600;
    - D. Agreement for Zone 4 to Rhett James Landscaping, Inc., in the amount of \$72,490;
    - E. Agreement for Zone 5 to Emerald Coast Grass Company, LLC, in the amount of \$67,000; and
    - F. Agreement for Zone 6 to Wallace Sprinkler & Supply, Inc., in the amount of \$57,200.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7727 County Administrator's Report 15. 22.
BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 02/19/2015

Issue: Inspection Fees for Development Services
From: Horace Jones, Interim Department Director

Organization: Development Services

**CAO Approval:** 

## **RECOMMENDATION:**

Recommendation Concerning a Resolution Adding Certain Inspection Fees for Development Services - Horace Jones, Development Services Interim Department Director

That the Board adopt the proposed fee Resolution adding certain inspection fees for Development Services, for site inspections required by mineral resource extraction activities at borrow pits located within Escambia County.

## **BACKGROUND:**

In order to advance the health, safety, and general welfare of the residents of Escambia County, a fee schedule providing for payment to the Development Services Department for site inspections required by mineral resource extraction activities at borrow pits located within in Escambia County is necessary.

## **BUDGETARY IMPACT:**

[Fees collected will be deposited in Fund 116, Development Review Fees]

## **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Resolution was approved as to form and legal sufficiency by Meredith D. Crawford, Assistant County Attorney.

## **PERSONNEL:**

N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

## IMPLEMENTATION/COORDINATION:

N/A

## **Attachments**

## Resolution

## RESOLUTION R2015 - \_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADDING CERTAIN INSPECTION FEES FOR DEVELOPMENT SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is authorized under Chapter

125, Florida Statues to provide certain functions and activities through its Development

Services Department for the benefit of the citizens of Escambia County: and

WHEREAS, the Board of County Commissioners previously enacted a fee schedule for certain functions performed by its Development Services Department by adopting Resolution R2007-159 on September 6, 2007, and by adopting Resolution R2011-128 on August 18, 2011; and

WHEREAS, the Board of County Commissioners finds that in order to advance the health, safety, and general welfare of the residents of Escambia County, a fee schedule providing for payment to Development Services Department for site inspections required by mineral resource extraction activities at borrow pits located within Escambia County is necessary.

## 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 recitations to be true and correct and incorporated herein by reference.
- Section 2. That through Development Services Department, the Board of County

  Commissioners shall assess fees for site inspections at borrow pits in accordance with
  the fee scheduled attached hereto as Exhibit A.

Section 3. That this resolution and fee schedule shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2015.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Approved as to form and legal sufficiency.

By/Title: \_\_\_\_\_\_ Steven Barry, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

Deputy Clerk

(Seal)

## Exhibit A

DRC FEES					
Fee Code	Permit Type	Proposed	Proposed Annual		
Site Insp. Borrow Pit	Borrow Pit Site Inspection/Bi-Annual	\$250.00	\$500.00		
Site Insp. Borrow Pit	Closed Borrow Pits		\$250.00		



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7726 County Administrator's Report 15. 1.

**BCC Regular Meeting** 

**Discussion** 

**Meeting Date:** 02/19/2015

**Issue:** "Century Project"

From: Steven Barry, District 5 Commissioner

**Organization:** Board of County Commissioners

**CAO Approval:** 

## **RECOMMENDATION:**

Discussion Concerning the "Century Project" - Steven Barry, District Five Commissioner

## BACKGROUND:

N/A

## **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

Al-7706 County Attorney's Report 15. 1.

BCC Regular Meeting Action

Meeting Date: 02/19/2015

**Issue:** Interagency Agreement Relating to the Solid Waste Program Financial

Assurance Mechanisms Between FDEP and Escambia County

**From:** Alison Rogers, County Attorney

**Organization:** County Attorney's Office

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning an Interagency Agreement Relating to the Solid Waste Program Financial Assurance Mechanisms Between the State of Florida Department of Environmental Protection (FDEP) and Escambia County.

That the Board take the following action:

A. Authorize the Chairman to execute the attached Interagency Agreement between the State of Florida Department of Environmental Protection (FDEP) and Escambia County; and

B. Authorize Attachment 1 of the Interagency Agreement to be incorporated upon completion and subject to legal sign-off without additional Board action.

## **BACKGROUND:**

The Interagency Agreement provides for a mutual surety program between the FDEP and the County for closure and long-term care of solid waste management facilities.

## **BUDGETARY IMPACT:**

N/A

## **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Interagency Agreement has been reviewed and signed-off by the County Attorney, Alison Rogers.

## **PERSONNEL:**

N/A

POLICY/REQUIREMENT FOR BOARD ACTION: N/A			
IMPLEMENTATION/COORDINATION:			
N/A			
	—		
Attachments			
Interagency Agreement between FDEP and the County			
	_		

# INTERAGENCYAGREEMENT RELATING TO THE SOLID WASTE PROGRAM FINANCIAL ASSURANCE MECHANISMS Between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION and

ESCAMBIA COUNTY, FLORIDA

1. *Objective*. The objective of this interagency agreement between theFlorida Department of Environmental Protection ("FDEP") and Escambia County, Florida ("County") is to formally establish the basis upon which the FDEP and the County will work cooperatively to assure that adequate resources are available to properly close said waste management facilities without imposing undue financial burdens upon permittees. Currently, FDEP and the County require separate, and sometimes duplicative, financial assurance mechanisms for the closure of solid waste management facilities. Pursuant to section 403.707(10), Florida Statutes ("F.S."), FDEP and the County enter into this InteragencyAgreement that will allow the owner or operator to provide a single financial mechanism to cover the cost of closure. This Agreement does not create a local pollution control program under Section 403.182, F.S:

## 2. **Definitions.** For purposes of this Agreement:

a. "Closure" means the cessation of operation of a solid waste management facility and the act of securing such a facility so that it will pose no significant threat to human health or the environment. The term includes both closing and, when required by FDEP rule and/or County ordinance, also includes long-term care.

- b. "District" means FDEP's Northwest District officelocated in Pensacola, Florida.
- c. "Facility" means a solid waste management facility located within unincorporatedEscambia County which is not owned or operated by Escambia County, for which both FDEP and Escambia County require solid waste management permits and financial assurance for closure.
- d. "Financial assurance" means the establishment and maintenance of afinancial mechanism to ensure the availability of financial resources for the proper closure of a solid waste management facility.
- e. "Solid Waste Financial Coordinator" means FDEP'sPermitting and Compliance Assistance Program Administrator.

## 3. Administration of this Agreement.

- a. Commencement. This Agreement shall become effective on the date this document is signed by both FDEP and the County.
- b. *Expiration*. This Agreement shall be valid for one year but shall be automatically renewed annually unless terminated as provided below.
- c. *Modification*. This Agreement may be modified in writing at any time by mutual consent of FDEP and the County.
- d. Severability. If any part of this Agreement is found invalid or unenforceable by any Court, the remaining parts of this Agreement will not be affected if FDEP and the County, in writing, agree that the rights and duties of both parties contained in this Agreement are not materially prejudiced, and that the intentions of the parties can continue to be effective.

- e. *County Regulations*. FDEP and the County agree that the County's existing ordinances pertaining to its solid waste financial assurance program, found in Chapters 42 and 82 of the Escambia County Code of Ordinances, are compatible with and may be stricter or more extensive than, but not in conflict with those imposed by Chapter 403, F.S., and Florida Administrative Code ("FAC") rules promulgated thereunder. Such County ordinances are attached as Attachment 1.
- f. Termination. The County or FDEP may terminate this Agreement without cause by providing written notice to the other party at least ninety (90) days prior to the effective date of such termination. Termination of this Agreement by either party shall not affect the validity or enforceability of any actions taken by the County and/or FDEP under this Agreement.
- 4. Agreement. The local government will advise the applicant at the time of application submittal that an agreement exists with FDEP that would allow the applicant (permittee) to provide one financial assurance instrument to satisfy the financial assurance requirements of local government and FDEP. The local government will provide to the applicant a notification/agreement form to be included in the permit application package. This form will be created and approved by both parties within thirty (30) days of execution of this Agreement. If the applicant elects to participate in this joint financial assurance program, the County will send a copy of the executed form (without financial institution information/signature) to the FDEP Solid Waste Financial Coordinator, along with a copy of the permit application and copies of any closure cost estimates

(including any updates and modifications) which are approved by the County. For an existing facility, permitted by both parties, a notification/agreement form can be executed with the local government at any time during the facility life. Once received by the FDEP Solid Waste Financial Coordinator, the facility will be eligible to provide replacement financial assurance under the terms of this agreement. Unless an executed notification/agreement form is received from the local government, separate financial assurance mechanisms will continue to be required as set forth in the ordinances and rules developed by Escambia County and FDEP, respectively.

#### 5. Financial Assurance Mechanisms.

- a. Generally. An applicant for a solid waste permit from FDEP is allowed to use any of the financial assurance mechanisms identified in Rule 62-701.900(5), FAC. However, an applicant electing to participate in this joint financial assurance program may use only one of the following forms, in addition to the Standby Trust Fund Agreement (Form 62-701.900(5)(h)), as may be modified as provided in the notification/agreement form:
  - i. Trust Fund Form 62-701.900(5)(g)
  - ii. Performance Bond Form 62-701.900(5)(c)
- b. Financial Obligation. The closure plans and closure cost estimates for facilities shall be calculated and approved independently in accordance with each party's respective rules, ordinances and regulations. If an applicant elects to participate in this joint financial assurance program, it may provide a single financial mechanism to FDEP which is adequate to cover the total of both (1) the

larger of the closingcost estimates and (2) the larger of the long-term care cost estimates (if any) approved by the FDEP or the County. The permittee must submit financial assurance mechanisms acceptable under this Agreement within the time guidelines of 40 Code of Federal Regulations (CFR) Part 264, Subpart H, as adopted by reference in Rule 62-701.630, F.A.C.

c. Financial Assurance Administration. The Solid Waste Financial Coordinator shall address all financial assurance issues including but not limited to: validating financial assurance mechanisms, monitoring on-going status of financial documents and responding to cancellation notices and replacement mechanisms, archiving and protecting originally signed documents, maintaining files and database management of financial assurance mechanisms, responding to both agencies' needs and questions concerning financial assurance, and providing in-service as needed for financial matters. A copy of all FDEP-approved financial documents for facilities governed under this Agreement shall be provided to the County at the address noted in paragraph 7.h. below (or by e-mail).

## 6. Closing and Long-term Care Procedures.

- a. Termination of Financial Assurance. FDEP authorization to terminate financial instruments shall not occur without the written consent of the County.
- b. Closing of the Facility. If a facility has not closed in accordance with the requirements of FDEP and/or the County, but instead has been improperly closed, abandoned, or fails to close by a date certain when directed by either the FDEP or the County, FDEP and the County may jointly or separately

initiate an enforcement action or actions for the proper closure of the facility. The party first initiating the enforcement action shall provide required documentation to the Solid Waste Financial Coordinator who will move to secure the funds covered by the financial assurance mechanisms making them available for proper closure of the facility. Unless agreed otherwise, the lead agency to effect facility closing will be the party who first takes final agency action. The lead agency agrees to effectuate a proper closing of the facility under the closure plan included in its permits. When the lead agency certifies the facility closed and if excess funds remain, then the other party hereto shall have the authority to utilize remaining funds to effectuate proper closing under the closure plan included in its permit. Upon certification of closure by both agencies, the long-term care period (if required) will commence.

c. Long-term Care of the Facility. If a facility has not performed long-term care in accordance with the requirements of FDEP and/or the County, or has been closed by either FDEP or the County, the lead agency will direct the long-term care of the facility, unless agreed otherwise. The lead agency agrees to effectuate proper long-term care of the facility under the closure plan included in its permit. When the lead agency determines long-term care is complete, then the other party hereto shall have the authority to utilize remaining funds to effectuate proper long-term care under the closure plan included in its permit. Upon the determination by both agencies that long-term care is complete, the Solid Waste Financial Coordinator will process the release of residual funds.

## 7. Miscellaneous Provisions.

- a. Effective Date and Modification Dates. Subsequent approvals of modifications to this Agreement shall not change the effective date.
- b. Existing Facilities. Owners and operators of existing, permitted facilities who have provided separate financial assurance instruments to FDEP and the County will be allowed to submit a new instrument to the Solid Waste Financial Coordinator in accordance with this Agreement. This new financial instrument must be consistent with the terms and provisions of this Agreement. Existing instruments shall remain in place until final approval of any replacement mechanisms by the Solid Waste Financial Coordinator. Replaced financial assurance shall be returned.
- c. Legal Challenge. The actions taken by the County under this Agreement are in accordance with its powers and duties as provided in Chapter 125, Florida Statutes. The action of the County under this Agreement are not subject to the provisions of the Florida Administrative Procedure Act, Chapter 120, F.S. No action taken by the County shall be construed as a final agency action of FDEP. No action taken by FDEP shall be construed as a final action of the County.
- d. Interpretation of Rules Regarding Financial Assurance. Legal interpretation of FDEP rules shall be made by FDEP. Legal interpretation of County ordinances and rules shall be made by the County. In the event that there is litigation concerning the interpretation of FDEP's rules, then FDEP shall provide testimony concerning the interpretation of those rules. To the extent that

litigation involves interpretation of County ordinances and/or rules, the County shall provide testimony concerning the interpretation of those rules.

- e. Authority. Nothing herein is intended to limit FDEP's or the County's independent authority established by law.
- f. Renumbering. Citations of specific provisions of statutes and rules mentioned in this Agreement shall survive renumbering.
- g. Compensation. FDEP and Escambia County agree that the Solid Waste Financial Coordinator should not receive specific financial compensation from Escambia County to cover the cost of implementing this Agreement. The County may maintain its own permit application fee schedule pursuant to its own ordinances and regulations and enabling legislation to the extent allowed by law.
- h. *Points of Contact*. Generally, review of financial assurance mechanisms is done by the DEP Solid Waste Financial Coordinator, Compliance Assistance Section, 2600Blair Stone Road, MS 4548, Tallahassee, Florida 32399-2400. Review of state closure cost estimates is done at the FDEP Northwest District Office, Solid Waste Section, 160 West Government Street, Suite 308, Pensacola, Florida 32502-5794. Review of county closure cost estimates is done at the Escambia County Solid Waste Department, 3363 West Park Place, Pensacola, Florida.
- i. Coordination. Escambia County and the FDEP District shall endeavor to coordinate permitting timeframes and deadlines so that permittees are not required to submit multiple cost estimates and updates thereto at different times of the year.

j.	Changes in Law. In the event of a change	ge in any statute or FDEP
regulation in	nconsistent with the Agreement, the statute	or FDEP regulation shall
take preced	lence and shall be deemed incorporated	into this Agreement by
reference.		
	CSS WHEREOF, the Parties hereto have on the respective dates under each signature.	made and executed this
COUNTY: Escambia C	County, Florida Board of County Commiss	ioners
Ву:		
	n Barry, Chairman	Approved as to form and leg sufficiency.
Date:		By/Title:
		Date: 2   13   15
ATTEST:  By: Deputy Clerk	Pam Childers Clerk of the Circuit Court	Date: 2   13   15
Ву:	Pam Childers Clerk of the Circuit Court	Date: 2   13   15
By: Deputy Clerk	Pam Childers Clerk of the Circuit Court	A DEPARTMENT
By: Deputy Clerk	Pam Childers Clerk of the Circuit Court	A DEPARTMENT TAL PROTECTION  Director enagement onmental Protection d, MS 2500

## LIST OF ATTACHMENTS

Attachment 1: Financial Assurance Requirements from Chapters 42 and 82 of the Escambia County Code of Ordinances.

Attachment 2: Notification/Agreement Form

## **ATTACHMENT 1**

Financial Assurance Requirements from Chapters 42 and 82 of the Escambia County Code of Ordinances.

(Shall be attached and incorporated upon completion and subject to legal sign-off by the County Attorney's Office)

## **Notification and Agreement**

It is understood that the state of Florida Department of Environmental Protection (FDEP) and Escambia County have entered into an interagencyagreement pursuant to Section 403.707(10), Florida Statutes, that allows an owner/operator to provide a single financial mechanism when demonstrating proof of financial assurance if the financial mechanism provided adequately covers the largest closure cost estimate approved by either the FDEP or Escambia County.

Permittee/applicant has elected to participate in this joint financial assurance program and understands that only the following instruments have been approved for use:

- Performance Bond (PB) with Standby Trust Fund Agreement (SBTF)
- Trust Fund Agreement (TF)

Permittee/applicant agrees to include a completed signed copy of this agreement as part of any application package to any institution they solicit in the process of obtaining a financial assurance instrument. Only the FDEP may be listed on the instrument as beneficiary or payee. This completed agreement (with an original signature by the Surety or Trustee representative), by attachment, amendment or rider, becomes an integral part of the financial assurance instrument submitted.

For purposes of this instrument, the terms "required action," "permit," "rule," "regulation," "statute," or related terms shall include regulations, orders, and permit conditions established by the local government having jurisdiction over the facility.

Participants in this program agree that the FDEP Solid Waste Financial Coordinator will act in accordance with all applicable federal, state, and county solid waste rules and ordinances when determining actions to take involving the financial assurance mechanism.

Facility Name	FDEP ID number (WACS #)			
Permittee/Applicant: Date signed	Instrument:  Enter PB, SBTF or TF	Enter Attachment, Rider or Amendmen		
Name of Owner or Operator (Legal Entity)	Issuing Institution Name (include emb	ossed company seal)		
Authorized Signature for Owner or Operator (permittee/applicant)	Instrument Number	Original Effective Date		
Type (or print) Name and Title	Authorized Signature			
Telephone Number E-mail Address	Type (or print) Name and Title			
	Telephone Number E-ma	il Address		
County: Date signed	Signature of Witness or Notary			
Signature of Escambia County Approving Authority	Printed Name of Witness or Notary Se	Date (if hand must match BOA date)		



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7648 County Attorney's Report 15. 2.

BCC Regular Meeting Action

**Meeting Date:** 02/19/2015

**Issue:** Resolution relating to Escambia County Housing Finance Authority

Confirming Chapter 159, Part II Authorization

From: Richard Lott, Of Counsel Organization: Bryant Miller Olive P.A.

**CAO Approval:** 

## **RECOMMENDATION:**

That the Board adopt the attached Resolution authorizing and ratifying the operation of the Escambia County Housing Finance Authority (the "Authority") under Chapter 159, Part II, Florida Statutes, relating to housing projects and ancillary and subordinate related facilities.

## **BACKGROUND:**

The Authority was created under the Florida Housing Finance Authority Law, being Part IV of Chapter 159, Florida Statutes, to address the shortage of affordable housing and provide capital for investment in the County. The need for affordable housing in the County has historically involved developers whose projects have not been described or otherwise provided for in the original grant of authority to the Authority under Chapter 159, Part IV, but which are described as projects in Chapter 159, Part II, Florida Statutes. The Authority is a special district within the definition of a "local agency" under Section 159.27(4), Florida Statutes, and therefore qualifies to act as a local agency under Chapter 159, Part II, Florida Statutes. The Board has previously determined in conjunction with financings on behalf of the University of West Florida Foundation, Inc., a direct support organization of the University of West Florida, that a need exists to allow the Authority to exercise powers under Chapter 159, Part II, Florida Statutes.

## **BUDGETARY IMPACT:**

The Authority does not receive funds from the County, and no funds of the County are expended in connection with the projects financed by the Authority.

## **LEGAL CONSIDERATIONS/SIGN-OFF:**

The County's bond counsel, Richard I. Lott of Bryant Miller Olive P.A., also serves as bond counsel to the Authority. Bryant Miller Olive P.A. generated the Resolution on behalf of the Authority and has reviewed the Resolution on behalf of the County.

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None.

## **POLICY/REQUIREMENT FOR BOARD ACTION:**

Each of the projects financed by the Authority as a "local agency" under Chapter 159, Part II, Florida Statutes, are required to make a significant contribution to the economic growth of the community, provide gainful employment and serve a public purpose by advancing the health, safety and welfare of the State of Florida and its people.

## **IMPLEMENTATION/COORDINATION:**

None.

## **Attachments**

**Resolution** 

## **RESOLUTION R2015-\_\_**

A RESOLUTION RELATING TO THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY; AUTHORIZING AND RATIFYING THE AUTHORITY'S OPERATION UNDER CHAPTER 159, PART II, FLORIDA STATUTES, RELATING TO HOUSING PROJECTS AND ANCILLARY AND SUBORDINATE RELATED FACILITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Escambia County Housing Finance Authority (the "Authority") was created to address a shortage of affordable housing and provide capital for investment therein in Escambia County, Florida; and

WHEREAS, the need for affordable housing in Escambia County has historically involved developers whose projects have not been described or otherwise provided for in the original grant of authority to the Authority under Chapter 159, Part IV, Florida Statutes, but which are described a projects in Chapter 159, Part II, Florida Statutes; and

WHEREAS, the Board of County Commissioners (the "Board") of Escambia County, Florida (the "County"), in Resolution No. R97-35, Resolution No. R98-144, Resolution No. R99-177, and Resolution No. R2010-197 (collectively, the "Prior Authorizing Resolution"), has previously granted additional powers to the Authority for specific housing projects described in Section 159.27, Florida Statutes; and

WHEREAS, the Authority is a special district within the definition of a "local agency" under Section 159.27(4), Florida Statutes, and therefore qualifies to act as a local agency under Chapter 159, Part II, Florida Statutes; and

WHEREAS, the County has previously determined in conjunction with financings on behalf of the University of West Florida Foundation, Inc. that a need exists to allow the Authority to exercise powers under Chapter 159, Part II, Florida Statutes.

Be It Resolved by the Board of County Commissioners of Escambia County, Florida, as follows:

1. The Board hereby finds and declares that there is a need for additional housing projects to be developed and other housing related programs to be sponsored in the County which are of a scope or nature beyond those described in Chapter 159, Part IV, Florida Statutes, but which projects and programs are described in Chapter 159, Part II, Florida Statutes, and that due to the working relationship between the Authority and such developers and other sponsors of housing projects in the County and the specialized expertise of the Authority in financing housing related projects, that there is a need to confirm unto the Authority the right to exercise powers of a local agency under Chapter 159, Part II, Florida Statutes, on behalf of the developers and sponsors of housing projects, in order to provide financing for any housing related

project described in Chapter 159, Part II, Florida Statutes as well as Chapter 159, Part IV. Florida Statutes.

- 2. The Authority is hereby authorized to exercise the powers of a "local agency" pursuant to Chapter 159, Part II, Florida Statutes, as the same may be amended from time to time, but only in regard to development, financing and maintaining of "projects" as defined in Section 159.27, Florida Statutes, with respect to housing projects and related and subordinate facilities.
- 3. The specific grant of additional authority provided by the Prior Authorizing Resolutions for the Authority to act as a "local agency" is hereby ratified and confirmed.
  - 4. This Resolution shall take effect immediately upon its adoption.

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

ATTEST: PAM CHILDERS, CLERK OF THE CIRCUIT COURT	By:Steven Barry, Chairman
Deputy Clerk	
(SEAL)	
Approved as to form and legality:	
By: Alison P. Rogers, County Attorney	