

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

GREENHILLS ROAD CULVERT REPLACEMENT

SPECIFICATION NUMBER PD 15-16.053

BIDS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, TUESDAY, June 16, 2016

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

A Non-Mandatory Pre Solicitation Conference will be held at the Office of Purchasing on Wednesday, May 25, 2016 at 10:00 a.m. CDT. All bidders are encouraged to attend.

Board of County Commissioners

Grover Robinson, IV, Chairman
Wilson B. Robertson, Vice Chairman
Steven Barry
Douglas Underhill
Lumon J. May

**From:
Claudia Simmons
Purchasing Manager**

Assistance:

Paul R. Nobles CPPO, CPPB, FCN, FCCM
Senior Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4918
Fax: (850) 595-4805

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
GREENHILLS ROAD CULVERT REPLACEMENT
SPECIFICATION PD 15-16.053**

HOW TO SUBMIT YOUR BID

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND BID FORM (WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, GREENHILLS ROAD CULVERT REPLACEMENT, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- PAYMENT AND PERFORMANCE BONDS

HOW TO SUBMIT A NO BID

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.
DO NOT RETURN WITH YOUR BID**

**GREENHILLS ROAD CULVERT REPLACEMENT
PD 15-16.053**

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA **SUBMIT OFFERS TO:**

Paul Nobles, CPPO, CPPB, FCN, FCCM
Senior Purchasing Coordinator
 Office of Purchasing, 2nd Floor, Room 11.101
 213 Palafox Place, Pensacola, FL 32502
 Post Office Box 1591, Pensacola, FL 32591-1591
 Phone No: (850)595-4980 Fax No: (850) 595-4805

Invitation to Bid
 Green Hills Culvert Replacement

SOLICITATION NUMBER: PD 15-16.053

SOLICITATION

MAILING DATE: Monday, May 16, 2016

PRE-BID CONFERENCE: A Non-Mandatory Pre Solicitation Conference will be held at the Office of Purchasing on Wednesday, May 25, 2016 at 10:00 a.m. CDT. All bidders are encouraged to attend.

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Wednesday, June 15, 2016 and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the 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 (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ _____

EMAIL: _____

 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

** _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
 (MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

Bid Form

| Pay Item # | Description | Units | Quantity | Unit Price | Unit Price Extension |
|------------|---|-------|----------|------------|----------------------|
| 1 | Mobilization | LS | 1 | | |
| 2 | Jobsite Board | EA | 1 | | |
| 3 | Clearing and Grubbing | LS | 1 | | |
| 4 | Relocate Existing Standard Mailbox | EA | 3 | | |
| 5 | Earthwork Excavation (approximately 597CY) | LS | 1 | | |
| 6 | Earthwork Fill (approximately 144CY) | LS | 1 | | |
| 7 | Earthwork (Establish Grade) | SY | 3,667 | | |
| 8 | 12" Stabilized Sub Grade | SY | 1,809 | | |
| 9 | 6" Graded Aggregate Base | SY | 1,620 | | |

| Pay Item # | Description | Units | Quantity | Unit Price | Unit Price Extension |
|------------|--|-------|----------|------------|----------------------|
| 10 | 1.5" SP 12.5 Asphalt Concrete | SY | 1,583 | | |
| 11 | Remove and Replace Unsuitable Materials (approximately 680CY) | LS | 1 | | |
| 12 | Final Grading and Seal Rolling Prior to Paving | SY | 1,556 | | |
| 13 | Saw Cut Existing Asphalt | LF | 101 | | |
| 14 | Remove Existing Asphalt | SY | 1,405 | | |
| 15 | Maintenance of Traffic | LS | 1 | | |
| 16 | 1.5" SP 12.5 Asphalt Driveway | SY | 162 | | |
| 17 | 6' Concrete Sidewalk | LF | 100 | | |
| 18 | ADA Sidewalk Curb Ramp | EA | 2 | | |
| 19 | Type F Curb & Gutter | LF | 100 | | |
| 20 | Dewatering | LS | 1 | | |
| 21 | 38"x60" Elliptical Reinforced Concrete Pipe | LF | 156 | | |
| 22 | 18" Reinforced Concrete Pipe | LF | 83 | | |
| 23 | Class I Concrete Endwalls (steel included) | EA | 2 | | |
| 24 | Side Drain Mitered End Section | EA | 6 | | |
| 25 | Pipe Removal | LF | 155 | | |
| 26 | 6" Sanitary Sewer Force Main Remove & Replace (approximately 40ft) | LS | 1 | | |
| 27 | Sanitary Sewer Bypass Pumping | LS | 1 | | |
| 28 | 8" Ductile Iron Water Line Remove & Replace (approximately 100ft) | LS | 1 | | |
| 29 | Adjust Existing Water Valves | EA | 3 | | |
| 30 | Adjust Water Meter | EA | 3 | | |
| 31 | 3" Top Soil | SY | 2,000 | | |
| 32 | Centipede Sod | SY | 2,000 | | |
| 33 | Erosion and Sediment Control | LS | 1 | | |
| 34 | Flex-a-mat (or Engineer Approved Equivalent) | SY | 527 | | |
| 35 | Rip Rap w/ Filter Fabric | SY | 48 | | |
| 36 | Protect Power Poles | LS | 1 | | |
| 37 | Relocate Fire Hydrant | EA | 1 | | |
| 38 | Remove & Replace Wood and Wire Fence | LF | 210 | | |
| 39 | Signing & Pavement Marking | LS | 1 | | |

TOTAL PRICE \$ _____

(TO BE FILLED IN)

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority

Document Number _____

Occupational License No. _____

Florida DBPR Contractor's License, Certification and/or Registration No. _____

Type of Contractor's License, Certification and/or Registration _____

Expiration Date: _____

Person to contact concerning this bid:

Phone _____

Email _____

Person to contact for emergency service:

Phone _____

Email _____

County Permits/Fees required for this project:

| <u>Permit</u> | <u>Cost</u> |
|---------------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of (5%) of bid.

The work shall be substantially completed within **one hundred fifty (150)** calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above **one hundred eighty (180)** within **consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of \$1000 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail:

Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 15-16.053, GREENHILLS ROAD CULVERT REPLACEMENT,
Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must
mark airbill and envelope or box with Specification Number and GREENHILLS
ROAD CULVERT REPLACEMENT.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by

telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

SCOPE OF WORK SUMMARY

The Scope of Work for the Green Hills Road Culvert Replacement Project consists of erosion and sediment control, removing the damaged culvert and sandbag end walls, dewatering, removal of unsuitable material, utility relocation of sanitary sewer and water main, new construction of a two lane roadway (500ft) with sidewalk, curb and gutter, new pipe culvert with endwalls, ditch armoring, and other ancillary roadway items as described in the bid tabulation.

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

Performance and Payment Bonds

The County **shall** require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

4. **Questions**

Questions may be directed Paul Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator. Phone: (850) 595-4878; Fax: (850) 595-4805, e-mail: pnobles@myescambia.com. Last day for questions 5:00 p.m. CDT, Thursday, June 2, 2016.

Responses will be provided on or before Wednesday, June 8, 2016.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference**

A Non-Mandatory Pre Solicitation Conference will be held at the Office of Purchasing on Wednesday, May 25, 2016 at 10:00 a.m. CDT. All bidders are encouraged to attend.

7. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **\$1000** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

8. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

9. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

10. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

11. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of two (2) years from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

12. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

13. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

14. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

15. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

16. **Award**

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

17. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

18. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

19. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

20. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Insurance Requirements

21. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

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

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County 's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has

been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the 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 CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
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.

23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from

any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at www.co.escambia.fl.us/purchasing, must have ADOBE Reader, click link to On-Line Solicitations then click on the Standard Construction Contract Documents link in listing for this solicitation).

Agreement Declaration (Revised as indicated by asterisk)

- Section 1 *B. Four (4) sets of contract documents
- Section 2
- Section 3
- Section 4
- Section 5 *A. Substantially Complete in **150** calendar days
Fully Complete and ready for Final Inspection in **180** calendar days
*B. Liquidated Damages at \$1000.00 for each calendar day
- Section 6
- Section 7 *A. Public Works/Engineering
3363 West Park Place
Pensacola, FL 32505
Attn: Dwight Austin, Project Manager
- Section 8
- Section 9
- Section 10
- Section 11
- Section 12
- Section 13

Exhibits (Revised as indicated by asterisk)

- A. General Terms and Conditions
 - *4.4 **Four (4)** copies of each Application for Payment
 - *21.1 **Two (2)** year(s) after final completion
- B Form of Performance and Payment Bond
- C Insurance and Safety Requirements

EXHIBIT H

**GREENHILLS ROAD CULVERT REPLACEMENT
SPECIFICATION PD 15-16.053**

TECHNICAL SPECIFICATIONS

See Technical Specifications Folder on CD Rom

EXHIBIT I

**GREENHILLS ROAD CULVERT REPLACEMENT
SPECIFICATION PD 15-16.053**

DRAWINGS & PLANS

See Drawings Folder on CD Rom



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
PENSACOLA REGULATORY OFFICE
41 NORTH JEFFERSON STREET, SUITE 301
PENSACOLA, FLORIDA 32502

April 26, 2016

Regulatory Division
North Permits Branch
Pensacola Permits Section
SAJ-2016-00505 (NW-HMM)

Escambia County Board of County Commissioners
c/o Joy Jones
221 Palafox Street
Pensacola, FL 32501

Dear Ms. Jones:

Your application for a Department of the Army permit received on February 19, 2016, has been assigned number SAJ-2016-00505 (NW-HMM). A review of the information and drawings provided shows the proposed work is to fill 432 square feet of wetlands for the repair and replacement of culverts and endwalls and the installation of riprap aprons associated with stormwater improvements. The project is located at Green Hills Road, Latitude 30° 33' 08.15" North, Longitude 87° 18' 14.80" West, in the headwaters of Eleven Mile Creek, Section 38, Township 1 North, Range 31 West, in Escambia County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) Numbers 3. In addition, project specific conditions have been enclosed. This verification is valid until **March 18, 2017**. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit. Please access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Internet page to access Internet links to view the Final Nationwide Permits, Federal Register Vol. 77, dated February 21, 2012, specifically pages 10270 – 10290, the Corrections to the Final Nationwide Permits, Federal Register 77, March 19, 2012, and the List of Regional Conditions. The Internet page address is:

<http://www.saj.usace.army.mil/Missions/Regulatory.aspx>

Please be aware this internet address is case sensitive and should be entered as it appears above. Once there you will need to click on "Source Book"; and, then click on "Nationwide Permits." These files contain the description of the Nationwide Permit authorization, the Nationwide Permit general conditions, and the regional conditions, which apply specifically to this verification for this NWP. Enclosed is a list of the six General Conditions, which apply to all Department of the Army authorizations. You must comply with all of the special and general conditions and any project specific condition of this authorization or you may be subject to enforcement action. In the event you have not

completed construction of your project within the specified time limit, a separate application or re-verification may be required.

The following special conditions are included with this verification:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to the following address:
 - a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Special Projects and Enforcement Branch, 41 North Jefferson St., Suite 301, Pensacola, FL 32502.
 - b. For electronic mail: CESAJ-ComplyDocs@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2016-00505 (NW-HMM), on all submittals.
2. **Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
3. **Erosion Control:** Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area. Immediately after completion of the final grading of the land surface, all slopes, land surfaces, and filled areas shall be stabilized using sod, degradable mats, barriers, or a combination of similar stabilizing materials to prevent erosion. The erosion control measures shall remain in place and be maintained until all authorized work has been completed and the site has been stabilized.
4. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all suspended and erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work area.
5. **Eastern Indigo Snake Protection Measures and Inspection:** Permittee shall comply with U.S. Fish and Wildlife Service's "Standard Protection Measures for the Eastern Indigo Snake" dated February 12, 2004, which can be found at: <http://www.fws.gov/northflorida/IndigoSnakes/indigo-snakes.htm>. All gopher tortoise burrows, active or inactive, shall be evacuated prior to site manipulation in the vicinity of the burrow. If excavating potentially occupied burrows, active or inactive, individuals must first obtain state authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall minimize the potential for injury of an indigo snake. The Permittee shall follow the excavation guidance provided in the most current FWC Gopher Tortoise

Permitting Guidelines found at <http://myfwc.com/gophertortoise>. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refugia other than gopher tortoise burrows shall be inspected each morning before planned site manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.

6. No building or fill materials, tools or other equipment shall be stockpiled within the waters of the United States.
7. All contractors involved in this permitted activity shall be provided copies of this permit in its entirety. A copy shall remain on site at all times during construction.
8. **Agency Changes/Approvals:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Pensacola Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.
9. **Cultural Resources/Historic Properties:**
 - a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.
 - b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.
 - c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.
 - d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All

work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

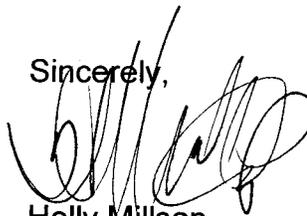
This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced NWP, please contact me by the letterhead address, by email at Holly.M.Millsap@usace.army.mil or by telephone at 850-470-9823.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to visit <http://per2.nwp.usace.army.mil/survey.html> and

complete our automated Customer Service Survey. Your input is appreciated – favorable or otherwise. Again, please be aware this Internet address is case sensitive and should be entered as it appears above.

Sincerely,



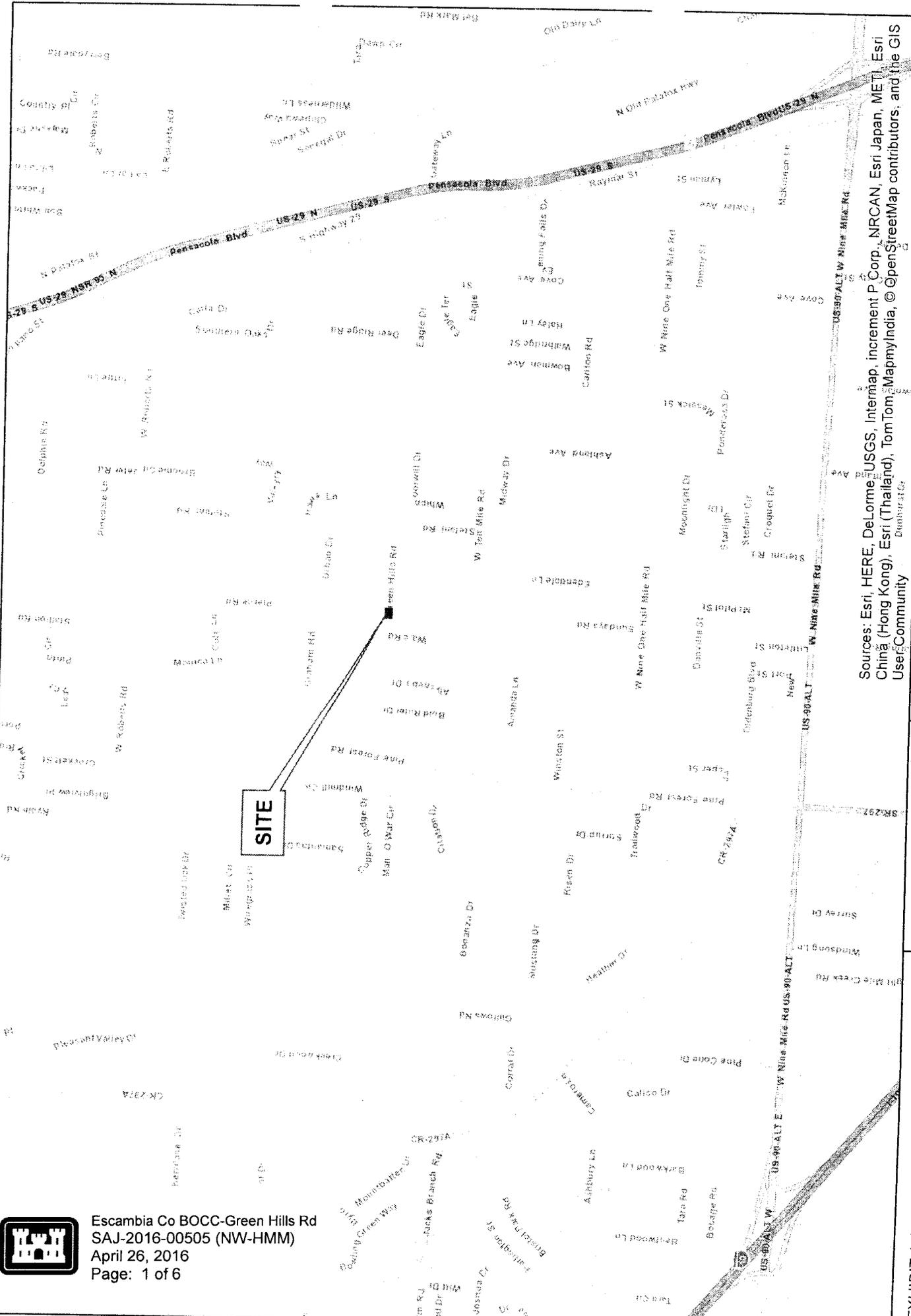
Holly Millsap
Project Manager

Enclosures:

- Permit Drawings
- General Conditions
- Self-Certification Statement of Compliance
- Department of the Army Permit Transfer Request
- Notice of Permit

Copy/ies Furnished:

- Biome, Agent
- CESAJ-RD-PE



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

| | | | | |
|-------------------------------|---|--|--|--|
| Legend PROJECT AREA | FIGURE 1 LOCATION | | | CULVERT REPLACEMENT DRAWN BY: WED 1 INCH = 2,000 FEET 0 500 1,000 2,000 Feet |
| | biome Consulting Group <small>1100 West Government St. Pensacola, Florida 32502 950.415.9367 www.biome.co</small> | | | |



EXHIBIT 1. LOCATION
 GREEN HILLS ROAD CULVERT REPLACEMENT
 ESCAMBIA COUNTY, FL
 PREPARED FOR: ESCAMBIA COUNTY BOCC



| | |
|---------------------|-------------------|
| CULVERT REPLACEMENT | |
| DRAWN BY: WED | 1 INCH = 100 FEET |
| 0 25 50 100 Feet | |

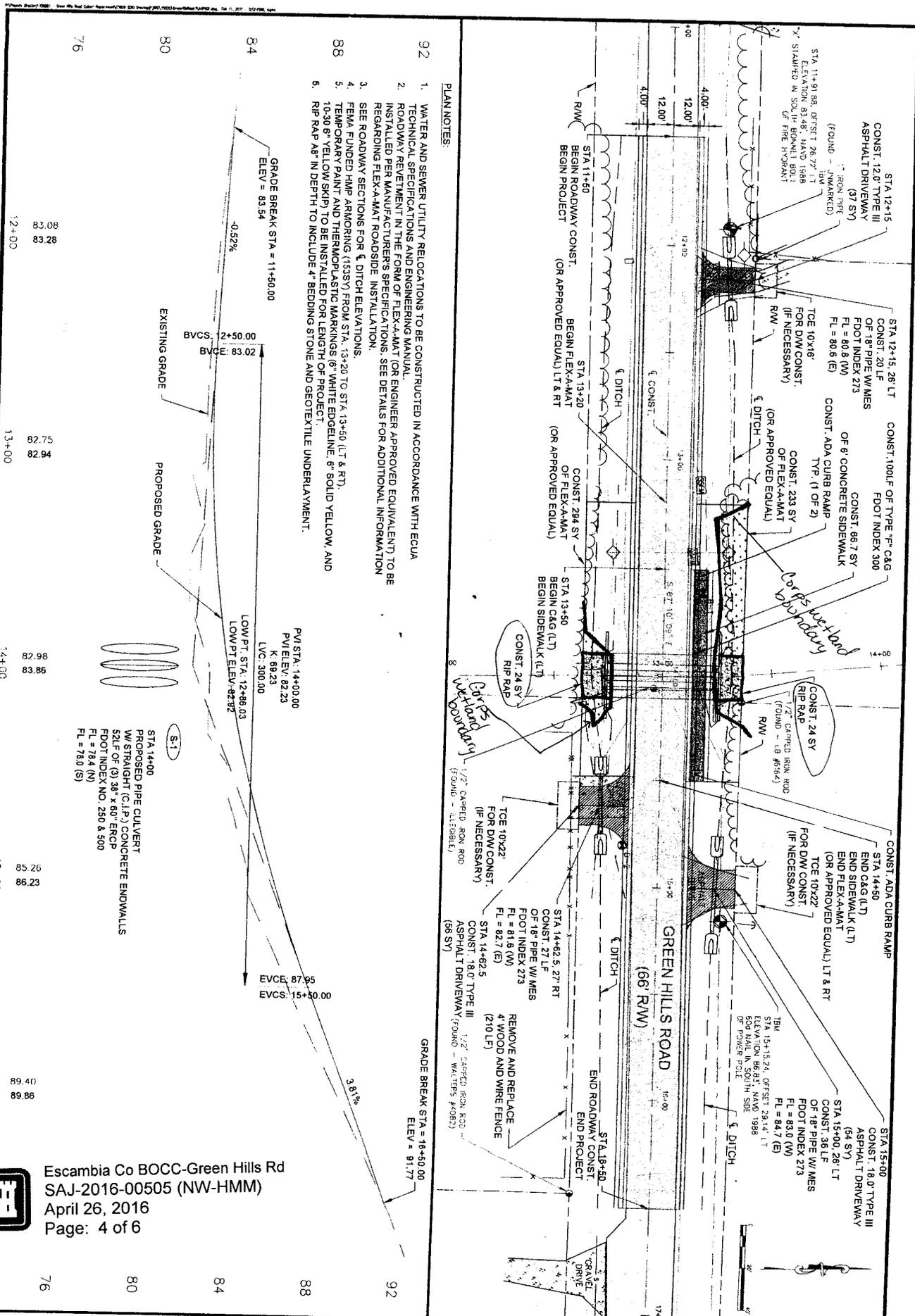


| | |
|----------|---------|
| FIGURE 4 | WETLAND |
|----------|---------|

biome
 Consulting Group
 1300 West Government St. Pensacola, Florida 32502
 850.435.9367 www.biome.co

| | |
|---------------|--------------|
| Legend | WETLAND LINE |
| | PROJECT AREA |

EXHIBIT 4. 2013 AERIAL AND WETLAND LINE
 GREEN HILLS ROAD CULVERT REPLACEMENT
 ESCAMBIA COUNTY, FL
 PREPARED FOR: ESCAMBIA COUNTY BCC



PLAN NOTES:

1. WATER AND SEWER UTILITY RELOCATIONS TO BE CONSTRUCTED IN ACCORDANCE WITH ECUA
2. TECHNICAL SPECIFICATIONS AND ENGINEERING MANUAL.
3. ROADWAY REPAIRMENT IN THE FORM OF FLEX-A-MAT (OR ENGINEER APPROVED EQUIVALENT) TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. SEE DETAILS FOR ADDITIONAL INFORMATION REGARDING FLEX-A-MAT ROADSIDE INSTALLATION.
4. SEE ROADWAY SECTIONS FOR CURB ELEVATIONS.
5. FEMA FUNDED HMP ARMORING (155SY) FROM STA. 13+20 TO STA. 13+50 (LT & RT).
6. TEMPORARY PAINT AND THERMOPLASTIC MARKINGS (6" WHITE YELLOW, AND 10-30 6" YELLOW SKIP) TO BE INSTALLED FOR LENGTH OF PROJECT.
7. RIP RAP 48" IN DEPTH TO INCLUDE 4" BEDDING STONE AND GEOTEXTILE UNDERLAYMENT.

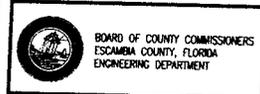
| | | |
|-------|-------|-------|
| 12+00 | 83.08 | 83.28 |
| 13+00 | 82.75 | 82.94 |
| 14+00 | 82.98 | 83.86 |
| 15+00 | 85.26 | 86.23 |
| 16+00 | 89.40 | 89.86 |

Escambia Co BOCC-Green Hills Rd
SAJ-2016-00505 (NW-HMM)
April 26, 2016
Page: 4 of 6



| | |
|----------------|---------------|
| Project Number | 150003 |
| Date | FEBRUARY 2016 |
| Drawn by | P.M.H. |
| Checked by | P.M.H. |
| Scale | ALL |
| Sheet | 7 |

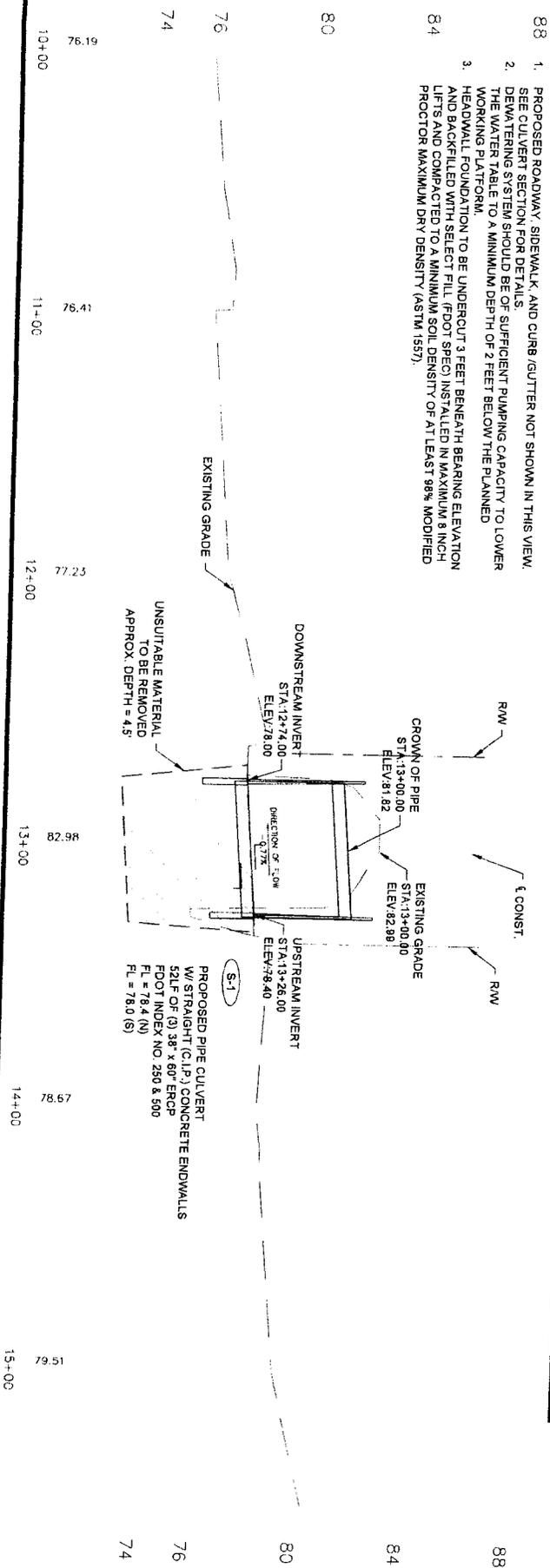
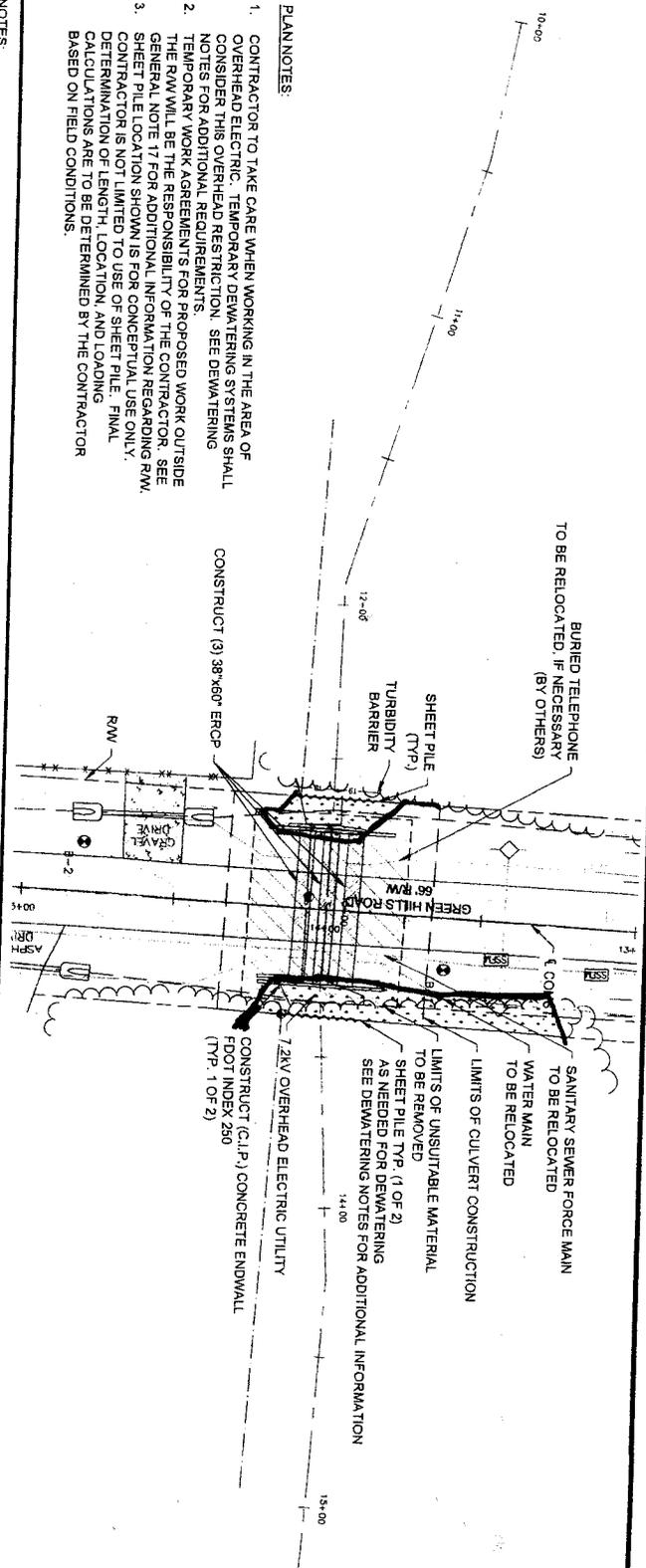
**GREEN HILLS ROAD
CULVERT REPLACEMENT
ROADWAY PLAN & PROFILE**



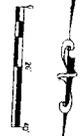
- PLAN NOTES:**
1. CONTRACTOR TO TAKE CARE WHEN WORKING IN THE AREA OF OVERHEAD ELECTRIC. TEMPORARY DEWATERING SYSTEMS SHALL CONSIDER THIS OVERHEAD RESTRICTION. SEE DEWATERING NOTES FOR ADDITIONAL REQUIREMENTS.
 2. TEMPORARY WORK AGREEMENTS FOR PROPOSED WORK OUTSIDE THE RW WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. SEE GENERAL NOTE 17 FOR ADDITIONAL INFORMATION REGARDING RW. SHEET PILE LOCATION SHOWN IS FOR CONCEPTUAL USE ONLY. CONTRACTOR IS NOT LIMITED TO USE OF SHEET PILE. FINAL DETERMINATION OF LENGTH, LOCATION, AND LOADING CALCULATIONS ARE TO BE DETERMINED BY THE CONTRACTOR BASED ON FIELD CONDITIONS.

NOTES:

1. PROPOSED ROADWAY, SIDEWALK, AND CURB /GUTTER NOT SHOWN IN THIS VIEW.
2. SEE CULVERT SECTION FOR DETAILS.
3. DEWATERING SYSTEM SHOULD BE OF SUFFICIENT PUMPING CAPACITY TO LOWER THE WATER TABLE TO A MINIMUM DEPTH OF 2 FEET BELOW THE PLANNED WORKING PLATFORM.
4. HEADWALL FOUNDATION TO BE UNDERCUT 3 FEET BENEATH BEARING ELEVATION LIFTS AND BACKFILLED WITH SELECT FILL (FDOT SPEC) INSTALLED IN MAXIMUM 8 INCH PROCTOR MAXIMUM DRY DENSITY (ASTM 1557).



Escambia Co BOCC-Green Hills Rd
SAJ-2016-00505 (NW-HMM)
April 26, 2016
Page: 5 of 6



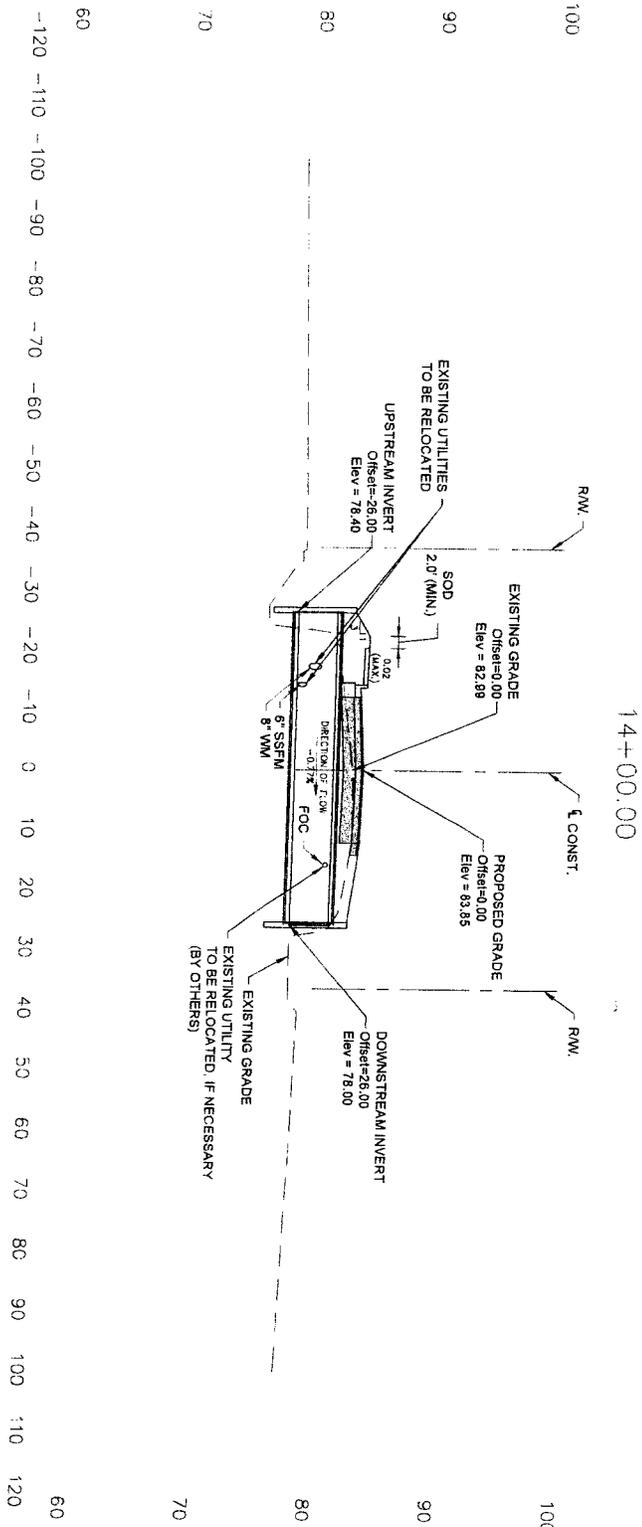
| | |
|----------------|---------------|
| Project Number | 150203 |
| Date | FEBRUARY 2016 |
| Drawn by | P.M.H. |
| Checked by | P.M.H. |
| Scale | ALL |
| Sheet | 8 |

| NO. | REVISION | DATE |
|-----|----------|------|
| | | |
| | | |
| | | |

GREEN HILLS ROAD
CULVERT REPLACEMENT
CULVERT PLAN & PROFILE

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
ENGINEERING DEPARTMENT

SIGMA
CONSULTING
GEOFF, INC.
3206 SUMMIT BOWLING, SUITE 32
PENSACOLA, FLORIDA 32503
PHONE: (904) 332-7117
CERTIFICATE OF AUTHORIZATION 20289

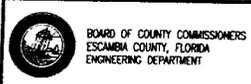


"FINAL PLANS - NOT FOR CONST"

Escambia Co BOCC-Green Hills Rd
 SAJ-2016-00505 (NW-HMM)
 April 26, 2016
 Page: 6 of 6



GREEN HILLS ROAD
 CULVERT REPLACEMENT
 CULVERT SECTION



SIGMA
 CONSULTING
 GROUP, INC.

3208 SUMMIT BOULEVARD, SUITE 32
 PANORAMA, FLORIDA 32083
 PHONE: (904) 332-7512
 CERTIFICATE OF AUTHORIZATION #20886

GENERAL CONDITIONS

33 CFR PART 320-330

PUBLISHED FEDERAL REGISTER DATED 13 NOVEMBER 1986

1. The time limit for completing the work authorized ends on **date identified in the letter**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2016-00505 (NW-HMM)

Permittee's Name & Address (please print or type): _____

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

**PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES ___ NO ___
PLEASE CONTACT _____ AT _____
TO SCHEDULE AN INSPECTION**

Description of the Work (e.g., bank stabilization, residential or commercial filling, docks, dredging, etc.): _____

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

I certify that all work and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit with the exception of the deviations described above. Any deviations are depicted on the attached drawing(s).

Signature of Permittee

Date

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

Permit Number: SAJ-2016-00505 (NW-HMM)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019.

(TRANSFEEE-SIGNATURE)

(SUBDIVISION)

(DATE)

(LOT)

(BLOCK)

(NAME-PRINTED)

(STREET ADDRESS)

(MAILING ADDRESS)

(CITY, STATE, ZIP CODE)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In Re:

**AUTHORIZATION FOR REPAIRS, REPLACEMENT,
RESTORATION, AND CERTAIN OTHER MEASURES
MADE NECESSARY BY THE APRIL 29 – APRIL 30, 2014
STORM EVENT**

OGC No.: 14-0247

FIRST AMENDED FINAL ORDER

Under Sections 120.569(2)(n) and 403.061, Florida Statutes (“F.S.”), and upon consideration of the following Findings of Fact, the State of Florida Department of Environmental Protection (“Department”) enters this First Amended Final Order (“Order”), including Findings of Fact and Conclusions of Law, in response to action made necessary by the April 29 – April 30, 2014 storm event (“Storm”).

FINDINGS OF FACT

1. The Department is the administrative agency of the state of Florida having the power and duty to protect Florida’s air and water resources and to administer and enforce the provisions of Chapters 373 and 403, F.S., and the rules promulgated thereunder in Title 62, Florida Administrative Code.
2. On April 29 – April 30, 2014, the Storm struck the Panhandle and Big Bend regions of Florida, producing heavy rainfall in excess of ten inches in some areas. The Storm caused flash flooding and widespread damage that affected the following counties: **Escambia, Santa Rosa, Okaloosa, Walton, and Washington** (collectively, “affected Counties”).
3. On May 2, 2014, the Department entered an Emergency Final Order, in order to address the need for immediate action in the affected Counties created by the Storm. The Emergency Final Order suspended the application of certain statutes and rules as set forth therein so as not to prevent, hinder or delay necessary action in coping with the emergency created by the Storm.

4. On May 30, 2014, the Department entered a First Amended Emergency Final Order which extended the term of the initial Emergency Final Order by 30 days to June 29, 2014, and which required that activities authorized under subsection C.2 of the initial Emergency Final Order be completed by June 29, 2015, rather than April 30, 2015. On April 7, 2015, the Department entered a Final Order extending the date of completion of “No Notice” activities to June 29, 2016.

5. The Emergency Orders referenced herein were intended to address sites damaged by the Storm in the affected Counties, including 85 damaged sites in Escambia County. Sixty-four of the Federal Emergency Management Agency (“FEMA”) projects designed to address the damaged sites in Escambia County have been completed, and twenty-one projects are under construction, or in the bid/design process as of the date of this Order. The remaining twenty-one Escambia County projects have received funding authorization from the FEMA and/or the Natural Resources Conservation Service (“NRCS”) under the Emergency Watershed Program. NRCS requires the projects it funds to be completed by May 24, 2016 and FEMA requires the projects it funds to be completed by various dates; the last project must be completed by January 10, 2017.

6. In order to take advantage of the NRCS and FEMA funding, Escambia County must meet the deadlines set forth in paragraph 5 herein. However, Escambia County experienced an unforeseen delay in initially acquiring funding from NRCS and FEMA. Additionally, requiring Escambia County to strictly adhere to permitting channels set forth in the statutes and rules referenced in the Amended Emergency Final Order and the Final Order issued on April 7, 2015, would further delay the process, thereby jeopardizing the federal funding for the remaining projects and the construction of same. Both NRCS and FEMA have granted extensions for completion of the twenty-one remaining storm specific projects.

CONCLUSIONS OF LAW

7. Based on the findings recited above, it is hereby concluded that this Order is necessary to extend the completion deadline for activities qualifying under the “No Notice Required” provision in section C.2.a of the Amended Emergency Final Order, from June 29, 2016 to June 29, 2017, in order to allow for action by Florida’s citizens and government to continue to repair, replace and restore structures, equipment, surface water management systems, works, and other systems damaged by the Storm.

THEREFORE, IT IS ORDERED:

8. The following definitions apply to activities authorized in paragraph 9 below:

a. The term “structures” includes:

i. Utility infrastructure, including wastewater treatment plants, substations, lift stations, solid and hazardous waste facilities, utility lines (including transmission and distribution), poles, towers, support structures, cables, conduits, outfalls, intake structures, and pipelines;

ii. Roads, bridges, culverts, driveways, sidewalks, bike paths, and other similar public and private infrastructure;

iii. Public, private, and commercial habitable and non-habitable buildings, and structures ancillary to these buildings, such as garages, cabanas, storage sheds, bath houses, pools and decks;

iv. Piers (including docks, boardwalks, observation platforms, boat houses, and gazebos), and pilings;

v. Shore-stabilization structures, such as seawalls, bulkheads, revetments, breakwaters and groins;

vi. Fences, signs and billboards; and

vii. Buoys, navigational aids, and channel markers.

b. The term “drainage systems” includes ditches, canals, ponds, swales, and other surface water conveyances; dams, weirs, dikes, and levees; underdrains, outfalls, and associated water control structures.

c. The term “water dependent activity” means an activity that can only be conducted in, on, over or adjacent to water areas because the activity requires direct access to the waterbody or state owned submerged lands for transportation, recreation, energy production or transmission, or source of water, and where the use of the water or state owned submerged lands is an integral part of the activity.

d. The term “completely destroyed” means none of the structure that existed before the Storm remains standing. For example, if at least one piling of a dock or pier remains in place as constructed, then the structure has not been completely destroyed.

9. The following activities are authorized to be conducted under this Order without notification to the Department or the Northwest Florida Water Management District:

a. Temporary and permanent repair or restoration of structures and drainage systems that are not completely destroyed to the conditions, dimensions, and configurations that were authorized or otherwise legally existing immediately prior to the Storm, provided the repair and restoration activities do not result in any expansion, addition, or relocation of the existing structure or systems, and provided any such structures or drainage systems in, or over state owned submerged lands are water dependent. This may include the use of different construction materials or minor deviations to allow upgrades to current structural and design standards, or to replace a seawall with a rip rap revetment.

b. The restoration (regrading, dredging, or filling) by local, regional, and state governments of upland surfaces, wetlands, and submerged land contours to the conditions

and configurations that were authorized or otherwise legally existing immediately prior to the Storm, provided the restoration does not result in any expansion or addition of land or deepening or waters beyond that which existed immediately prior to the Storm, subject to the following limits:

i. The removal or deepening of plugs formerly separating canals from other waters is specifically not authorized by this Order;

ii. In the case of dredging, all excavated material shall either be deposited on uplands that are diked or otherwise sloped or designed to prevent any discharge into wetlands or other surface waters, or shall be used to restore bottom contours and shorelines to the conditions existing immediately prior to the Storm, subject to (iii) below;

iii. In the case where upland or dredged material is placed in water to restore pre-existing conditions, only clean material (free from debris and pollutants) from the uplands that existed prior to the Storm may be used in the restoration, and no change (from the conditions that legally existed immediately prior to the Storm) in the slope of the land or the type, nature, or configuration of any pre-existing shoreline stabilization materials is authorized (e.g., sloping revetments cannot be replaced with vertical seawalls, and rock rip rap cannot be replaced with interlocking blocks);

iv. Best management practices and devices such as hay bales, mulch, and floating turbidity screens shall be used to prevent violations of state water quality standards for turbidity during the performance of restoration activities, in accordance with the guidelines and specifications in *The Florida Stormwater, Erosion, and Sediment Control Inspector's Manual* (Florida Department of Environmental Protection and Florida Department of Transportation, Sixth Impression, July 2008) <http://www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf>, and the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual*

(HydroDynamics Incorporated in cooperation with Stormwater Management Academy, June 2007)

[http://www.dot.state.fl.us/construction/Engineers/Environment/PagesErosionSedimentManual_0](http://www.dot.state.fl.us/construction/Engineers/Environment/PagesErosionSedimentManual_0309.pdf)

[309.pdf](http://www.dot.state.fl.us/construction/Engineers/Environment/PagesErosionSedimentManual_0309.pdf). Best management practices also shall be used to prevent erosion and retain sediment of all newly established or restored exposed shorelines during and after the restoration activities, which may include methods such as planting of temporary and permanent vegetation and placing of clean natural rock or concrete rubble riprap;

v. Any fill that is deposited to restore a former shoreline, and any riprap that is used to stabilize a shoreline, must not be placed any farther waterward than the toe of slope of the shoreline that legally existed immediately prior to the Storm. If the pre-Storm shoreline was stabilized with a functioning seawall or riprap, the seawall or riprap may be restored at its former location or within 18 inches (or, within an aquatic preserve, one foot) waterward of the location where the seawall or riprap legally existed immediately prior to the Storm, as measured from the face of the existing seawall slab to the face of restored seawall slab or from the front slope of the existing riprap to the front slope of the restored riprap; and

vi. This section shall not constitute authorization to fill submerged lands owned by the Board of Trustees of the Internal Improvement Trust Fund, except as provided above.

c. Removal of debris, including sunken or grounded vessels, vegetation, and structural remains that have been deposited into waters, wetlands, or uplands by the Storm, where such removal does not result in filling of wetlands or other surface waters, or dredging that creates or expands surface waters. All removed materials must be deposited on self-contained uplands and must be managed in accordance with Department rules or other provisions of the Amended Emergency Final Order.

TERM OF ORDER

This Order shall expire on June 29, 2017, unless extended by the Department.

NOTICE OF RIGHTS

Pursuant to Section 120.569(2)(n), F.S., any party adversely affected by this Order has the right to seek an injunction of this Order in circuit court or judicial review of it under Section 120.68, F.S.. Judicial review must be sought by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days of the filing of this Order with the Clerk of the Department.

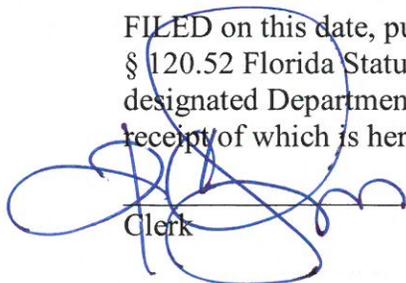
DONE AND ORDERED on this 14th day of April, 2016, in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Jonathan P. Steverson, Secretary
3900 Commonwealth Blvd.
Tallahassee, Florida 32399-3000

FILED on this date, pursuant to § 120.52 Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

Date: 4/14/16

May 18, 2015

Mr. Paul Heffernan, P.E.
SIGMA CONSULTING GROUP, INC.
3298 Summit Boulevard, Suite 32
Pensacola, Florida 32503

Subject: GREEN HILLS ROAD IMPROVEMENTS
Pensacola, Escambia County, Florida
NOVA Project Number: 8215053

Dear Mr. Heffernan:

This letter forwards the results of our exploration for the proposed drainage improvements planned at Green Hills Road in Pensacola, Escambia County, Florida. Our exploration consisted of performing two (2), 15-foot deep Standard Penetration Test (SPT) borings, a site visit, inspection and classification of the soil samples, and analysis by our engineering staff.

Project Description

Based on the information provided, we understand that the planned improvements to Green Hills Road will include a triple barrel 38" x 60" ERCP culvert with standard headwalls, that will be constructed beneath Green Hills Road just east of Ware Road in Pensacola, Escambia County, Florida. Green Hills Road at this location is a 2-lane asphalt paved roadway.

Subsurface Description

The Boring Location Plan and Log of Boring Records for the SPT borings performed for this project as described above are provided in the attached Appendix. The borings were drilled on the north and south sides of Green Hills Road, as close as practical to the existing drainage structure crossing. The subsurface conditions encountered in the test borings are discussed in general terms below.

The borings generally encountered mixed strata of very loose to medium dense fine-grained slightly silty sands to clayey sands (USCS classifications of SP-SM, SC/SM, SM, and SC) to the maximum depth explored of about 15 feet below existing grade.

Groundwater was measured in the test borings at a depth of about 6 feet below existing grade at the time of our field exploration, which occurred during a period of relatively normal to slightly above normal seasonal rainfall. Groundwater levels vary with changes in season and rainfall, construction activity, surface water runoff and other site-specific factors. Groundwater levels in the Escambia County area are typically lowest in the late spring and the late fall and highest in the mid-summer with annual groundwater fluctuations by seasonal rainfall; consequently, the water table may vary at times.

Employee Owned – Client Driven

Pipe Culvert Headwall Foundation Recommendations

Based on our review of the provided profile sheet and headwall details, we understand that the headwalls for the pipe culvert crossing are proposed to be installed with a foundation bearing elevation of about EL +78 feet, with an approximate embedment depth of about 5 feet below the current grade elevations at the culvert crossing location along Green Hills Road.

Based on the subsurface conditions encountered in the test borings, we recommend that the footprints of the headwall foundations be undercut to an approximate elevation of about EL +75 feet (i.e., a 3-foot undercut beneath the foundation bearing elevation). The undercut areas should then be backfilled to EL +78 with either with approved backfill soils (i.e., "Select Fill Soils" per applicable FDOT specifications) installed in maximum 8-inch lifts (loose thickness) compacted to a minimum soil density of at least 95 percent of the Modified Proctor maximum dry density (ASTM D 1557), or with aggregate (FDOT No. 57 stone will be acceptable) installed in maximum 8-inch lifts (loose thickness) compacted to a firm, non-yielding mass.

Provided that the site preparation recommendations provided above are implemented, an allowable soil bearing pressure of **1,500 lbs/ft²** may be used for the pipe culvert headwall foundation designs while limiting total settlement to 1 inch or less (with differential settlements estimated to be on the order of ½ of total settlement).

We note that significant dewatering will most likely be required to facilitate the installation of this pipe culvert crossing foundation in the dry. The dewatering system should be of sufficient pumping capacity to lower the water table to a minimum depth of 2 feet below the planned working platform elevation(s).

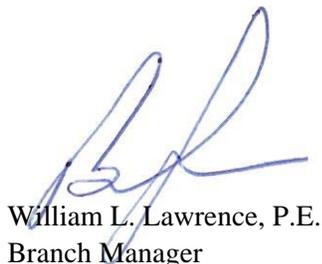
The pipe culvert foundation design should include erosion protection for scour effects, since it appears that the area is prone to flooding during significant rain events.

We appreciate your selection of NOVA and the opportunity to be of service on this project. If you have any questions, or if we may be of further assistance, please do not hesitate to contact us.

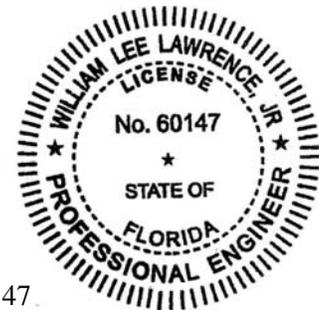
Sincerely,
NOVA ENGINEERING AND ENVIRONMENTAL, LLC



Elizabeth R. Graham, E.I.
Staff Engineer
Florida Registration No. 1100018873



William L. Lawrence, P.E.
Branch Manager
Florida Registration No. 60147

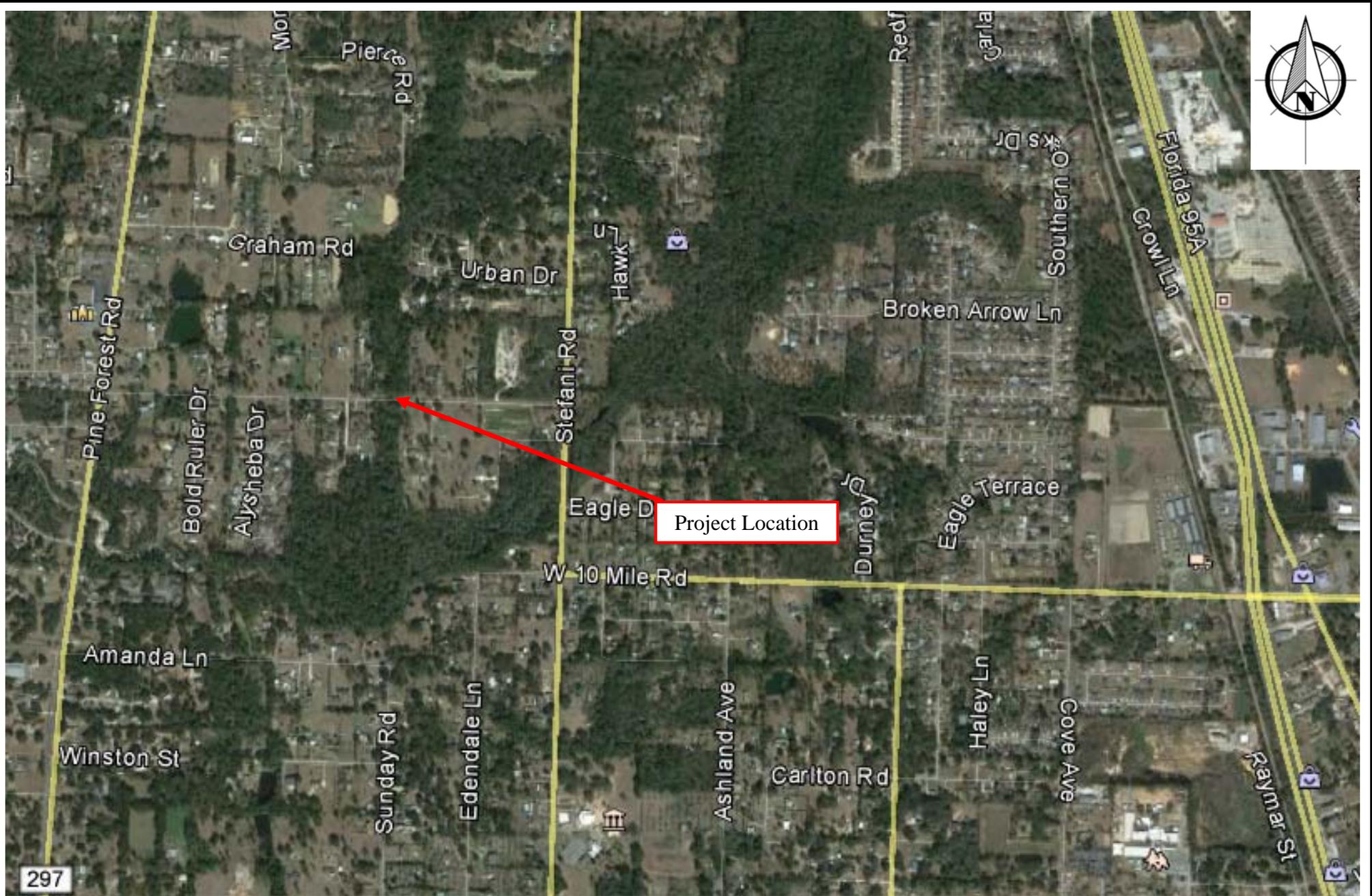


Attachments:

APPENDIX

- Site Location Map
- USDA NRCS Soil Survey References
- Boring Location Plan
- Key to Classifications and Symbols
- Log of Boring Records (2)
- ASFE Information about Geotechnical Reports
- Qualification of Recommendations

APPENDIX



Source: Google Maps

Scale: Not to Scale

Date Drawn: April 30, 2015

Drawn By: E. Graham

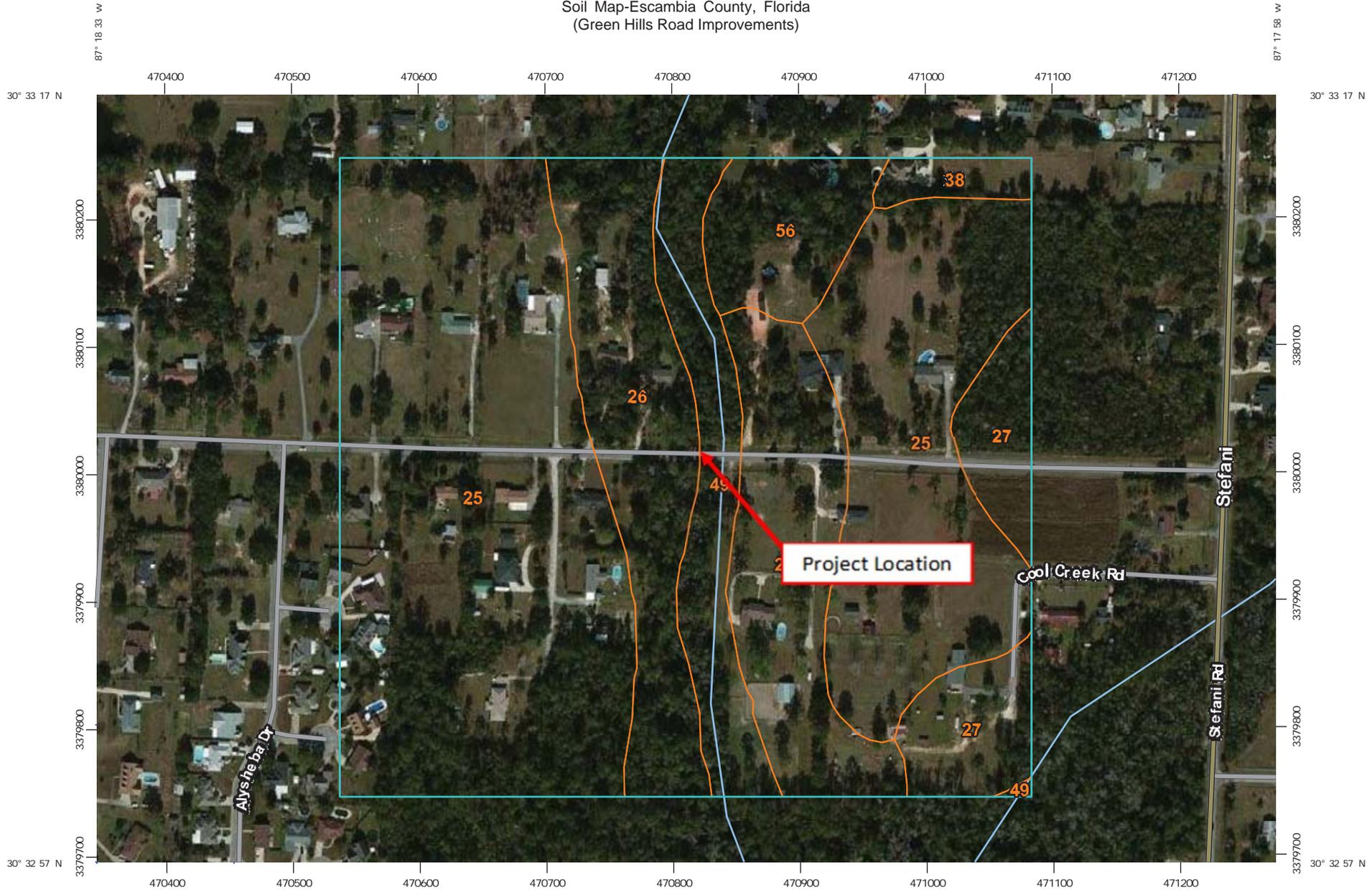
Checked By: W. Lawrence



140-A Lurton Street
 Pensacola, Florida 32505
 850.607.7782 ♦ 850.249.6683

SITE LOCATION MAP
Green Hills Road Improvements
 Escambia County, Florida
 NOVA Project No.: 8215053

Soil Map-Escambia County, Florida
(Green Hills Road Improvements)



Map Scale: 1:4,260 if printed on A landscape (11" x 8.5") sheet.



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow

Pit  Clay

Spot

 Closed Depression

 Gravel Pit

 Gravelly

Spot  Landfill

 Lava Flow

 Marsh or

swamp  Mine or

Quarry

 Miscellaneous

Water  Perennial

Water

 Rock

Outcrop 

Saline Spot 

Sandy Spot

 Severely Eroded

Spot  Sinkhole

 Slide or

 Slip Sodic

Spot

 Spoil Area

 Stony Spot

 Very Stony

Spot  Wet Spot

 Other

 Special Line

Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate

Highways  US

Routes

 Major

Roads  Local

Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Escambia County, Florida
Survey Area Data: Version 11, Sep 26, 2014

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Data not available.

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

| Escambia County, Florida (FL033) | | | |
|------------------------------------|--|--------------|----------------|
| Map Unit Symbol | Map Unit Name | Acres in AOI | Percent of AOI |
| 25 | Poarch sandy loam, 2 to 5 percent slopes | 38.3 | 56.4% |
| 26 | Poarch sandy loam, 5 to 8 percent slopes | 15.6 | 23.0% |
| 27 | Escambia fine sandy loam, 0 to 2 percent slopes | 4.4 | 6.5% |
| 38 | Bonifay loamy sand, 0 to 5 percent slopes | 1.0 | 1.5% |
| 49 | Dorovan muck and Fluvaquents, frequently flooded | 5.1 | 7.5% |
| 56 | Troup-Poarch complex, 5 to 8 percent slopes | 3.5 | 5.1% |
| Totals for Area of Interest | | 67.9 | 100.0% |



LEGEND



SPT Borings (B-1, B-2)

Base map provided by *Google Earth*

Scale: Not To Scale

Date Drawn: April 30, 2015

Drawn By: E. Graham

Checked By: W. Lawrence



140-A Lurton Street
Pensacola, Florida 32505
850.607.7782 ♦ 850.249.6683

Boring Location Plan

Green Hills Road Improvements

Escambia County, Florida
NOVA Project Number 8215053

SYMBOLS AND ABBREVIATIONS

| <u>SYMBOL</u> | <u>DESCRIPTION</u> |
|--|--|
| N-Value | No. of Blows of a 140-lb. Weight Falling 30 Inches Required to Drive a Standard Spoon 1 Foot |
| WOR | Weight of Drill Rods |
| WOH | Weight of Drill Rods and Hammer |
|  | Sample from Auger Cuttings |
|  | Standard Penetration Test Sample |
|  | Thin-wall Shelby Tube Sample (Undisturbed Sampler Used) |
| % REC | Percent Core Recovery from Rock Core Drilling |
| RQD | Rock Quality Designation |
|  | Stabilized Groundwater Level |
|  | Seasonal High Groundwater Level (also referred to as the W.S.W.T.) |
| NE | Not Encountered |
| GNE | Groundwater Not Encountered |
| BT | Boring Terminated |
| -200 (%) | Fines Content or % Passing No. 200 Sieve |
| MC (%) | Moisture Content |
| LL | Liquid Limit (Atterberg Limits Test) |
| PI | Plasticity Index (Atterberg Limits Test) |
| K | Coefficient of Permeability |
| Org. Cont. | Organic Content |
| G.S. Elevation | Ground Surface Elevation |

UNIFIED SOIL CLASSIFICATION SYSTEM

| MAJOR DIVISIONS | | GROUP SYMBOLS | TYPICAL NAMES | |
|--|---|---|--|--|
| COARSE-GRAINED SOILS More than 50% retained on the No. 200 sieve* | GRAVELS 50% or more of coarse fraction retained on No. 4 sieve | CLEAN GRAVELS | GW Well-graded gravels and gravel-sand mixtures, little or no fines | |
| | | | GP Poorly graded gravels and gravel-sand mixtures, little or no fines | |
| | | GRAVELS WITH FINES | GM | Silty gravels and gravel-sand-silt mixtures |
| | | | GC | Clayey gravels and gravel-sand-clay mixtures |
| | SANDS More than 50% of coarse fraction passes No. 4 sieve | CLEAN SANDS 5% or less passing No. 200 sieve | SW** | Well-graded sands and gravelly sands, little or no fines |
| | | | SP** | Poorly graded sands and gravelly sands, little or no fines |
| SANDS with 12% or more passing No. 200 sieve | | SM** | Silty sands, sand-silt mixtures | |
| | | SC** | Clayey sands, sand-clay mixtures | |
| FINE-GRAINED SOILS 50% or more passes the No. 200 sieve* | SILTS AND CLAYS Liquid limit 50% or less | ML | Inorganic silts, very fine sands, rock flour, silty or clayey fine sands | |
| | | CL | Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, lean clays | |
| | | OL | Organic silts and organic silty clays of low plasticity | |
| | SILTS AND CLAYS Liquid limit greater than 50% | MH | Inorganic silts, micaceous or diamicaceous fine sands or silts, elastic silts | |
| | | CH | Inorganic clays or clays of high plasticity, fat clays | |
| | | OH | Organic clays of medium to high plasticity | |
| | | PT | Peat, muck and other highly organic soils | |
| | | | | |

*Based on the material passing the 3-inch (75 mm) sieve

** Use dual symbol (such as SP-SM and SP-SC) for soils with more than 5% but less than 12% passing the No. 200 sieve

RELATIVE DENSITY

(Sands and Gravels)

Very loose – Less than 4 Blow/Foot
Loose – 4 to 10 Blows/Foot
Medium Dense – 11 to 30 Blows/Foot
Dense – 31 to 50 Blows/Foot
Very Dense – More than 50 Blows/Foot

CONSISTENCY

(Sils and Clays)

Very Soft – Less than 2 Blows/Foot
Soft – 2 to 4 Blows/Foot
Medium Stiff – 5 to 8 Blows/Foot
Stiff – 9 to 15 Blows/Foot
Very Stiff – 16 to 30 Blows/Foot
Hard – More than 30 Blows/Foot

RELATIVE HARDNESS

(Limestone)

Soft – 100 Blows for more than 2 Inches
Hard – 100 Blows for less than 2 Inches

MODIFIERS

These modifiers Provide Our Estimate of the Amount of Minor Constituents (Silt or Clay Size Particles) in the Soil Sample

Trace – 5% or less
With Silt or With Clay – 6% to 11%
Silty or Clayey – 12% to 30%
Very Silty or Very Clayey – 31% to 50%

These Modifiers Provide Our Estimate of the Amount of Organic Components in the Soil Sample

Trace – Less than 3%
Few – 3% to 4%
Some – 5% to 8%
Many – Greater than 8%

These Modifiers Provide Our Estimate of the Amount of Other Components (Shell, Gravel, Etc.) in the Soil Sample

Trace – 5% or less
Few – 6% to 12%
Some – 13% to 30%
Many – 31% to 50%

Project: Green Hills Road Improvements
Project Location: Pensacola, Escambia County, Florida
Project Number: 8215053

LOG OF BORING

B-1

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| | | |
|---|--|--|
| Date(s) Drilled: May 8, 2015 Drilled By: B. Kinsella Drill Rig Type: Trailer Mounted KINCO Drilling Method: SPT Hammer Data: Weight 140 lbs Drop 30 inch | Drill Bit Size/Type: 2-inch Soil Bit Sampling Method: Split Spoon Total Depth of Boring: 15 feet Boring Backfill: Soil Cuttings Groundwater Level: 6 feet | Logged by: E. Graham Checked by: W. Lawrence Approximate Surface Elevation: Existing Grade Vertical Datum: Existing Site Grade Location: See Boring Location Plan |
|---|--|--|

| Elevation, feet MSL | Depth, feet | Sample Type | Sample Number | Sampling Resistance Blows/foot (N-value) | Consistency/Relative Density | USCS-AASHTO | Graphic Log | Material Description | TEST RESULTS | | | |
|---------------------|-------------|-------------|---------------|--|------------------------------|-------------|-------------|---|--------------|------------------|--------------------|--------------|
| | | | | | | | | | N-VALUE | PLASTICITY INDEX | NATURAL MOISTURE % | LIQUID LIMIT |
| 0 | 0 | | 1 | 4 | LOOSE | SC/SM | | Red slightly clayey silty fine-grained SAND | | | | |
| | | | 2 | 2 | VERY LOOSE | SM | | Brown silty fine-grained SAND | | | | |
| | | | 3 | W.O.H. | VERY LOOSE | SC | | Gray/light brown silty fine-grained SAND | | | | |
| | | | 4 | 1 | VERY LOOSE | SC/SM | | Dark gray clayey fine-grained SAND | | | | |
| | | | 5 | 4 | LOOSE | SC/SM | | Dark gray slightly clayey silty fine-grained SAND | | | | |
| | | | 6 | 22 | MEDIUM DENSE | SP-SM | | Off-white slightly silty fine-grained SAND | | | | |
| | 15 | | | | | | | Boring Terminated at 15 feet | | | | |

REMARKS AND OTHER TESTS:

Project: Green Hills Road Improvements
Project Location: Pensacola, Escambia County, Florida
Project Number: 8215053

LOG OF BORING

B-2

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Date(s) Drilled: **May 8, 2015**
 Drilled By: **B. Kinsella**
 Drill Rig Type: **Trailer Mounted KINCO**
 Drilling Method: **SPT**
 Hammer Data: Weight **140 lbs** Drop **30 inch**

Drill Bit Size/Type: **2-inch Soil Bit**
 Sampling Method: **Split Spoon**
 Total Depth of Boring: **15 feet**
 Boring Backfill: **Soil Cuttings**
 Groundwater Level: **6 feet**

Logged by: **E. Graham**
 Checked by: **W. Lawrence**
 Approximate Surface Elevation: **Existing Grade**
 Vertical Datum: **Existing Site Grade**
 Location: **See Boring Location Plan**

| Elevation, feet MSL | Depth, feet | Sample Type | Sample Number | Sampling Resistance Blows/foot (N-value) | Consistency/Relative Density | USCS-AASHTO | Graphic Log | Material Description | TEST RESULTS | | | | | |
|---------------------|-------------|-------------|---------------|--|------------------------------|-------------|-------------|--|--------------|------------------|--------------|--------------------|----|----|
| | | | | | | | | | N-VALUE | PLASTICITY INDEX | LIQUID LIMIT | NATURAL MOISTURE % | | |
| | | | | | | | | | ● | — | — | ■ | ▲ | ◇ |
| | | | | | | | | | 10 | 20 | 30 | 40 | 50 | 60 |
| 0 | 0 | | 1 | 10 | LOOSE | SC/SM | | Brown/orange slightly clayey silty fine-grained SAND | | | | | | |
| | 1 | | 2 | 14 | MEDIUM DENSE | SC/SM | | Brown/red slightly clayey silty fine-grained SAND | | | | | | |
| | 2 | | 3 | 2 | VERY LOOSE | SC/SM | | Gray slightly clayey silty fine-grained SAND | | | | | | |
| | 3 | | 4 | W.O.H. | VERY LOOSE | SC | | Dark gray clayey fine-grained SAND | | | | | | |
| | 4 | | 5 | 8 | LOOSE | SC/SM | | Gray slightly clayey silty fine-grained SAND | | | | | | |
| | 5 | | 6 | 10 | LOOSE | SM | | Off-white/light brown silty fine-grained SAND | | | | | | |
| | 6 | | | | | | | Boring Terminated at 15 feet | | | | | | |

REMARKS AND OTHER TESTS:

Important Information About Your Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

The following information is provided to help you manage your risks.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. *No one except you* should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one – not even you –* should apply the report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it at all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, *do not rely on a geotechnical engineering report* that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions *only* at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an *opinion* about subsurface conditions throughout the site. Actual subsurface conditions may differ – sometimes significantly – from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject To Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited;

encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce such risks, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations", many of the provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in ASFE exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.

ASFE

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QUALIFICATIONS OF RECOMMENDATIONS

The findings, conclusions and recommendations presented in this report represent our professional opinions concerning subsurface conditions at the site. The opinions presented are relative to the dates of our site work and should not be relied on to represent conditions at later dates or at locations not explored. The opinions included herein are based on information provided to us, the data obtained at specific locations during the study, and our previous experience. If additional information becomes available which might impact our geotechnical opinions, it will be necessary for NOVA to review the information, re-assess the potential concerns, and re-evaluate our conclusions and recommendations.

Regardless of the thoroughness of a geotechnical exploration, there is the possibility that conditions between borings may differ from those encountered at specific boring locations, that conditions are not as anticipated by the designers and/or the contractors, or that either natural events or the construction process has altered the subsurface conditions. These variations are an inherent risk associated with subsurface conditions in this region and the approximate methods used to obtain the data. These variations may not be apparent until construction.

The professional opinions presented in this report are not final. Field observations and foundation installation monitoring by the geotechnical engineer, as well as soil density testing and other quality assurance functions associated with site earthwork and foundation construction, are an extension of this report. Therefore, NOVA should be retained by the owner to observe all earthwork and foundation construction to confirm that the conditions anticipated in this study actually exist, and to finalize or amend our conclusions and recommendations. NOVA is not responsible or liable for the conclusions and recommendations presented in this report if NOVA does not perform these observation and testing services.

This report is intended for the sole use of **Sigma Consulting Group, Inc.**, only. The scope of work performed during this study was developed for purposes specifically intended by **Sigma Consulting Group, Inc.**, only, and may not satisfy other users' requirements. Use of this report or the findings, conclusions or recommendations by others will be at the sole risk of the user. NOVA is not responsible or liable for the interpretation by others of the data in this report, nor their conclusions, recommendations or opinions.

Our professional services have been performed, our findings obtained, our conclusions derived and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices in the State of Florida. This warranty is in lieu of all other statements or warranties, either expressed or implied.