

PRELIMINARY AGENDA

FLORIDA INLAND NAVIGATION DISTRICT Board of Commissioners Meeting

9:00 a.m., Friday, July 21, 2017

**Hampton Inn & Suites
19 S. Second Street,
Fernandina Beach, FL 32034-4201
(Nassau County)**

Item 1. Call to Order.

Chair Netts will call the meeting to order.

Item 2. Pledge of Allegiance.

Commissioner Williams will lead the Pledge of Allegiance to the United States of America.

Item 3. Roll Call.

Secretary Gernert will call the roll.

Item 4. Consent Agenda.

The consent agenda items are presented for approval. Commissioners may remove any items from this agenda that they have questions on or would like the Board to discuss in depth. Any items removed would then be included in the regular agenda in an order assigned by the Chair.

- a) Florida Department of Environmental Protection Small-Scale Spoil Island Restoration and Enhancement Program Application, Brevard County, Indian River County, and St Lucie County, FL.
- b) Waterway Cleanup Assistance to the Marine Industries Association of the Treasure Coast for the Annual Treasure Coast Waterway Cleanup Project in Martin, St. Lucie and Indian River Counties.
- c) Keep Palm Beach Beautiful Annual Intracoastal Waterway Cleanup Program Funding Request, PBC, FL.
- d) Keep Indian River Beautiful Annual Intracoastal Waterway Cleanup Program Funding Request, IRC, FL.

(Please see back up pages 7-37)

RECOMMEND: Approval of the Consent Agenda.

Item 5. Additions or Deletions.

Any additions or deletions to the meeting agenda will be announced.

RECOMMEND: Approval of a Final Agenda.

Item 6. Public Comments.

The public is invited to provide comments on issues that are NOT on today's agenda. All comments regarding a specific agenda item will be considered following Board discussion of that agenda item. *Please note: Individuals who have comments concerning a specific agenda item should fill out a speaker card and communicate with staff prior to that agenda item.*

Meeting Agenda

July 21, 2017

Page 2

Item 7. Board Meeting Minutes.

The minutes of the June meeting will be presented for review and approval at the next Commissioner's Board meeting.

Item 8. Staff Report on Nassau County Area Projects.

Staff will present a report on the District's Nassau County area projects.

(Please see back up pages 38-46)

Item 9. Comments and Project Status from the U.S. Army Corps of Engineers.

U.S. Army Corps of Engineers (USACE) Intracoastal Waterway Project Manager, Ms. Shelley Trulock, is scheduled to present an update on projects and activities.

(Please see back up pages 47-54)

Item 10. Update from the Atlantic Intracoastal Waterway Association.

Mr. Brad Pickel, the Executive Director of the Atlantic Intracoastal Waterway Association (AIWA) has been invited to update the Board on regional waterway events and the organizations' latest activities and achievements.

RECOMMEND: *(This item is presented for Board review and discussion only.)*

Item 11. Project Bid Approval for Dredging Reach 1, Nassau County, FL.

Taylor Engineering and District staff have been working to initiate the dredging of Reach 1 of the Atlantic Intracoastal Waterway (AIWW) in Nassau County. This project was advertised in May of 2017. A well-attended mandatory pre-bid meeting was held on June 15, 2017. Both Taylor Engineering and staff worked extensively with the City of Fernandina Beach to accommodate the dredging of the City marina as an alternate bid in conjunction with the IWW dredging project. To that effect, changes requested by the City necessitated a re-scheduling of the bid opening to July 17, 2017.

The results of the bids will be tabulated and presented for Board review and approval at the July 21, 2017 Commissioner's meeting. The alternate project bid results will be transmitted to the City of Fernandina Beach for review and approval. Should the City desire to pursue the alternate bid, an agreement will be necessary to utilize Dredged Material Management Area (DMMA) NA-1 for material storage. A draft of the agreement is presented for Board consideration and approval.

(Please see back up pages 55-90)

RECOMMEND: Approval of the low qualified bid for the dredging of Nassau Reach 1 and approval of a lease agreement with the City of Fernandina Beach for the temporary use of DMMA NA-1 (as applicable), Nassau County, FL.

Item 12. **Scope of Services and Fee Quote for Construction Administration Services for Nassau Reach I Maintenance Dredging of the Atlantic Intracoastal Waterway, Nassau County, FL.**

Taylor Engineering has submitted a scope of services and fee quote to administer and closeout (upon project completion) the maintenance dredging of Nassau Reach I of the Atlantic Intracoastal Waterway (AIWW). This project also includes an alternate bid item for the dredging of the marina.

Construction duration is anticipated at a maximum of 180 days. Any reduction of the project scope or duration will result in a proportional cost reduction in the engineer's scope and fee.

Staff has reviewed this proposal and found it consistent for the proposed work and reasonable compared to similar efforts.

(Please see back up pages 91-99)

RECOMMEND: Approval of a scope of work and fee quote in the amount of \$124,944.75 from Taylor Engineering for Construction Administration Services for Nassau Reach I Maintenance Dredging of the Atlantic Intracoastal Waterway, Nassau County, FL.

Item 13. **City of Fernandina Beach Assistance Projects Emergency Extension Requests.**

The City of Fernandina Beach has requested an additional 3-year extension for each of their 7 currently active project agreements. These projects have all been impacted by Hurricane Mathew in October 2016. By law and in accordance with the District program rule 66B-2.009(7), if the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the Board may grant an extension not to exceed one additional three (3) year period.

Project Name	Grant Number	Current end date	Extension date
Southern Basin Dock Realignment, PH I	NA-FB-16-19	2019	2022
Marina Basin Maintenance Dredging	NA-FB-16-18	2019	2022
Breakwater Dock Safety Enhancements, PH II	NA-FB-15-17	2018	2021
Managed Mooring Field Cap. Increase, PH IA	NA-FB-15-16	2018	2021
Dock 6 Fire Safety Enhancements	NA-FB-15-15	2018	2021
Mooring Field Improvements, PH I	NA-FB-14-14	2017	2020
Marina Welcome Center Deck	NA-FB-14-13	2017	2020

(Please see back up pages 100-112)

RECOMMEND: Approval of the City of Fernandina Beach's requested project agreement extensions for one additional three (3) year period for each active Waterway Assistance Program Agreement, Nassau County, FL.

Item 14. **City of Fernandina Beach Waterways Assistance Program Major Project Cost Modification: Project # NA-FB-15-17, Breakwater Dock Safety Enhancement Phase II, Nassau County, FL.**

The City of Fernandina Beach has submitted a request to modify Waterways Assistance Program (WAP) project #NA-FB-15-17 Breakwater Dock Safety Enhancement Phase II. In FY 2015, the Board approved a WAP project to repair and enhance the breakwater dock at the City marina. In October 2016, Hurricane Mathew severely damaged the marina, destroying the docks and fuel service.

The City is requesting a major project cost modification to revise the project elements to repair the breakwater dock and reestablish fuel service. Pursuant to Rule 66B-2.009(7) a major project cost modification requires the approval of the Board. The overall District project cost share of this project will remain the same, as will the City's match.

(Please see back up page 113-126)

RECOMMEND Approval of the City of Fernandina Beach's major project cost estimate modification request for Project Agreement # NA-FB-15-17, Breakwater Dock Safety Enhancement Phase II Project, Nassau County, FL.

Item 15. **Assistance Projects Extension Requests.**

Several Waterway Assistance Program (WAP) Project Sponsors have requested extensions of their FY 2015-16 project agreements. In accordance with Chapter 374,96 F.S. and Rule 66B-2.009(1), these agreements can be extended with Board approval for one (1) additional year. (Revised project expiration date for each project will be September 30, 2018).

(Please see back up pages 127-145)

RECOMMEND: Approval of the requested project agreement extensions for one additional year.

Item 16. **FY 2017-2018 Assistance Program Application Rating and Evaluations.**

Staff has compiled the Commissioner's Rating and Evaluation Scores for the submitted and reviewed FY 2017-18 Cooperative Assistance Program (CAP) and Waterways Assistance Program (WAP) applications. Each application received more than the required 35 points for further funding consideration, pursuant to the program rules. Board approval continues all eligible projects for funding consideration to the final Truth In Millage Act (TRIM) hearing in September.

(Please see back up pages 146-147)

RECOMMEND: Approval of the final listing of FY 2017-2018 Assistance Program applications for funding consideration at the final TRIM hearing

Item 17. Assistance Program Process Review.

Staff is requesting feedback from the Board concerning this year's assistance program process. The back-up material contains a summary list of topics that may warrant further discussion. At the August/September Board meeting, staff will present any specific proposed changes to the program rules that are warranted.

(Please see back up page 148-151)

Item 18. Scope of Services and Fee Quote for Professional Engineering Services for Permitting and Final Design of Dredge Material Management Area BV-11, Brevard County, FL.

Taylor Engineering has submitted a scope of work and fee quote for permitting and final design of Dredge Material Management Area (DMMA) BV-11 on Merritt Island in Brevard County. This site is one of the District's primary DMMA's and is necessary for the long-range maintenance and management of Dredging Reach III of Intracoastal Waterway in Brevard County.

Note that the proposed scope includes \$124,600.00 for a geotechnical sub-consultant, which is necessary to ensure site design and construction does not impact groundwater resources. The remaining fee of \$246,681.60 represents Taylor's direct costs associated with the design and development of this primary DMMA. The project has been anticipated, budgeted and is consistent with similar scopes and fee quotes for other District-constructed sites.

(Please see back up pages 152-171)

RECOMMEND: Approval of a scope of work and fee quote in the amount of \$246,681.60 from Taylor Engineering for Professional Engineering Services, in addition to \$124,600 for Ellis & Associates for required geotechnical services for Dredged Material Management Area BV-11, Brevard County, FL.

Item 19. Bid Approval to Engage the Services of a Marine Environmental Consultant for a Post-Construction Benthic Resource Survey of the Broward Intracoastal Deepening Project, Broward County, FL.

Permit requirements for the Broward Intracoastal Waterway Deepening Project require post-project benthic resource surveys for three years following project completion. Staff requested proposals from six qualified firms to complete this project. Two firms responded, with ESA Scheda submitting the qualified low bid. This firm has successfully completed work for FIND in the past.

ESA Scheda has submitted a 3-year project scope and fee quote for a total \$115,065.00. In addition, the firm has suggested that FIND may realize significant costs savings if the scope of the project and subsequent permit conditions can be modified.

(Please see back up pages 172-175)

RECOMMEND: Approval of the low bid of \$115,065.00 from EAS Scheda to conduct three (3) years of post-project benthic monitoring for the Broward Intracoastal Waterway Deepening Project. Broward County, FL.

Item 20. Finance and Budget Committee Report.

The District's Finance and Budget Committee met prior to the Board meeting and will provide their recommendations concerning items on the Committee's agenda.

(Please refer to the Finance and Budget Committee Agenda Package)

RECOMMEND: Approval of the recommendations of the District's Finance and Budget Committee.

Item 21. Washington D.C. Report.

The District's federal governmental relations firm has submitted a status report concerning activity pertaining to the District's federal issues. Discussion and details of the annual federal legislative meetings will also be discussed.

(Please see back up pages 176-177)

RECOMMEND: *(This item is presented for Board review and discussion only.)*

Item 22. Additional Staff Comments and Additional Agenda Items.

- Proposed Date, time and location for the District's 1st Budget & Tax Hearing:
Thursday, September 7, 2017, 5:30 PM
Riviera Beach Marina Event Center
130 East 13th Street
Riviera Beach, FL 33404
-

Item 23. Additional Commissioners Comments.

Item 24. Adjournment.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

PRELIMINARY CONSENT AGENDA

FLORIDA INLAND NAVIGATION DISTRICT Board of Commissioners Board Meeting

9:00 a.m., Friday July 21, 2017

**Hampton Inn & Suites
19 S. Second St.,
Fernandina Beach (Nassau County), FL 32034-4201**

Item A. Florida Department of Environmental Protection Small-Scale Spoil Island Restoration and Enhancement Program Application, Brevard County, Indian River County, and St Lucie County, FL.

The Florida Department of Environmental Protection (FDEP) has submitted three (3) applications for a Small-Scale Spoil Island Restoration and Enhancement comprehensive informational signage project aimed at providing information to the public regarding the Indian River Lagoon Aquatic Preserves, the spoil islands and their designations, and environmentally responsible practices relevant to the aquatic preserves and the spoil islands. The proposed project is looking for funds to cover the cost of materials to print and construct the signs. Installation of the signs will be done by volunteers as match.

Brevard County spoil islands receiving improvements include: BC39, BC49, BC51, BC52, BC53. Indian River County spoil islands receiving improvements include: IR2, IR8, IR15, IR16, IR17, IR18, IR19, IR21, IR22, IR23C, IR25B, IR26, IR26A, IR26B, IR28C, IR35, IR37, IR38, IR39, IR40, IR41.

St Lucie County spoil islands receiving improvements include: SL1, SL1B, SL4, SL9, SL10, SL11, SL12, SL12B, SL12C, SL13C, SL14, SL14A.

The application is consistent with the District's program rules.

(Please see back up pages 9- 22)

RECOMMEND: Approval of the Florida Department of Environmental Protection's Small-Scale Spoil Island Restoration and Enhancement Program Application for signage on conservation spoil islands for the amount of \$3,922.00 in Brevard County, \$5,767.00 in Indian River County, and \$5,247.00 in St Lucie County, FL.

Item B. Waterway Cleanup Assistance to the Marine Industries Association of the Treasure Coast for the Annual Treasure Coast Waterway Cleanup Project in Martin, St. Lucie and Indian River Counties.

The Marine Industries Association of the Treasure Coast has submitted requests for Annual Waterway Cleanup Projects in Martin, St. Lucie and Indian River Counties. The District has funded these cleanups for the last seven years and it has been very successful. The request is for \$5,000 per county for Martin and

Indian River Counties, and \$10,000 for St. Lucie County. The District participates in one other annual cleanup in Martin and IRC, but not in SLC. The proposal is consistent with the District's program rules.

(Please see back up pages 23-31)

RECOMMEND: Approval of the request from the Marine Industries Association of the Treasure Coast for assistance with the Waterway Cleanup Project in Martin, and Indian River Counties in an amount not to exceed \$5,000 per county and \$10,000 in St. Lucie County.

Item C. Keep Palm Beach Beautiful Annual Intracoastal Waterway Cleanup Program Funding Request, Palm Beach County, FL.

Keep Palm Beach Beautiful has submitted a funding assistance request for the annual Intracoastal Waterway Cleanup on September 16, 2017. The District has funded this successful cleanup in the past. The request is consistent with the District's program rules.

(Please see back up pages 32-33)

RECOMMEND: Approval of a Keep Palm Beach Beautiful request for \$10,000.00 from the District's Waterway Cleanup Program for the Annual Intracoastal Waterway Cleanup, Palm Beach County, FL.

Item D. Keep Indian River Beautiful Annual Intracoastal Waterway Cleanup Program Funding Request, Indian River County, FL.

Keep Indian River Beautiful has submitted a funding assistance request for the annual Intracoastal Waterway Cleanup on September 16, 2017. The District has funded this successful cleanup in the past. The request is consistent with the District's program rules.

(Please see back up pages 34-37)

RECOMMEND: Approval of a Keep Indian River Beautiful request for \$5,000.00 from the District's Waterway Cleanup Program for the Annual Intracoastal Waterway Cleanup, Indian River County, FL.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**Florida Inland Navigational District
Small-Scale Spoil Island Restoration and Enhancement Program**

Project Proposal

Submitted by:

**Florida Department of Environmental Protection
Indian River Lagoon Aquatic Preserves
3300 Lewis St. Fort Pierce, FL 34981
(772) 429-2995**



Project Title: Brevard County Conservation Spoil Island Signage Project**Contact Information:**

Emily Dark, MS
Environmental Specialist
FL. DEP Indian River Lagoon Aquatic Preserves
3300 Lewis Street
Fort Pierce, FL 34981
(772) 429-2995
Emily.Dark@dep.state.fl.us

Project Location:

Spoil islands in Brevard County within the IRL Malabar to Vero Beach Aquatic Preserve designated as Conservation Islands. Specific spoil islands are: BC39, BC49, BC51, BC52, BC53 (Attachment 1).

The above listed spoil islands are property of the State of Florida, owned by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and are managed by the Florida Department of Environmental Protection's Indian River Lagoon Aquatic Preserves office (IRLAP). Spoil island recommended designations are guided by the Spoil Island Management Plan (Florida Department of Natural Resources, 1990).

Project Description:

This proposal is part of a comprehensive informational signage project aimed at providing information to the public regarding the Indian River Lagoon Aquatic Preserves, the spoil islands and their designations, and environmentally responsible practices relevant to the aquatic preserves and the spoil islands. IRLAP will accomplish this by installing approved informative signs on all conservation and eventually, all recreation islands located within the aquatic preserves that are managed by the office.

Spoil islands span three counties (Brevard, Indian River and St. Lucie) and separate proposals will be submitted for each county. This proposal covers the purchase and installation of signs (attachment 2) on the Brevard County conservation spoil islands listed above in project location. The installation of informative signage that encourages user experience and public recreation opportunities consistent with natural resource conservation is a goal of the Sustainable Public Use section of the Florida Department of Environmental Protection's Indian River Lagoon System Management Plan (Goal 1: Objective 1.1). Currently, there is no signage on conservation islands indicating such information. The conservation islands were designated as such for their ecological value, with many serving as rookeries for multiple

species of birds. With a lack of onsite signage, conservation islands are often used for recreational activities and subsequently suffer from litter, human waste, pet waste, and wildlife disturbance. IRLAP has conducted island surveys and determined the appropriate number of signs for each island based on island size. Extra signs were budgeted for to cover for any loss or damages once installed.

Project Implementation:

This project will be coordinated by IRLAP staff and carried out by IRLAP staff, members of IRLAP's citizen support organization (Friends of the Spoil Islands) and community volunteers.

Upon award of funds, IRLAP will purchase items and sign installation will occur. Installation process of signs on the Brevard County conservation islands will take a maximum of 4-5 installation events (events are usually scheduled 9 a.m. to 12 noon). Progress of the project will be reported to F.I.N.D. according to F.I.N.D.'s specified reporting criteria. Following project completion, IRLAP staff and volunteers will conduct regular visits to the islands to detect if signs are lost, damaged, or need to be replaced.

Budget:

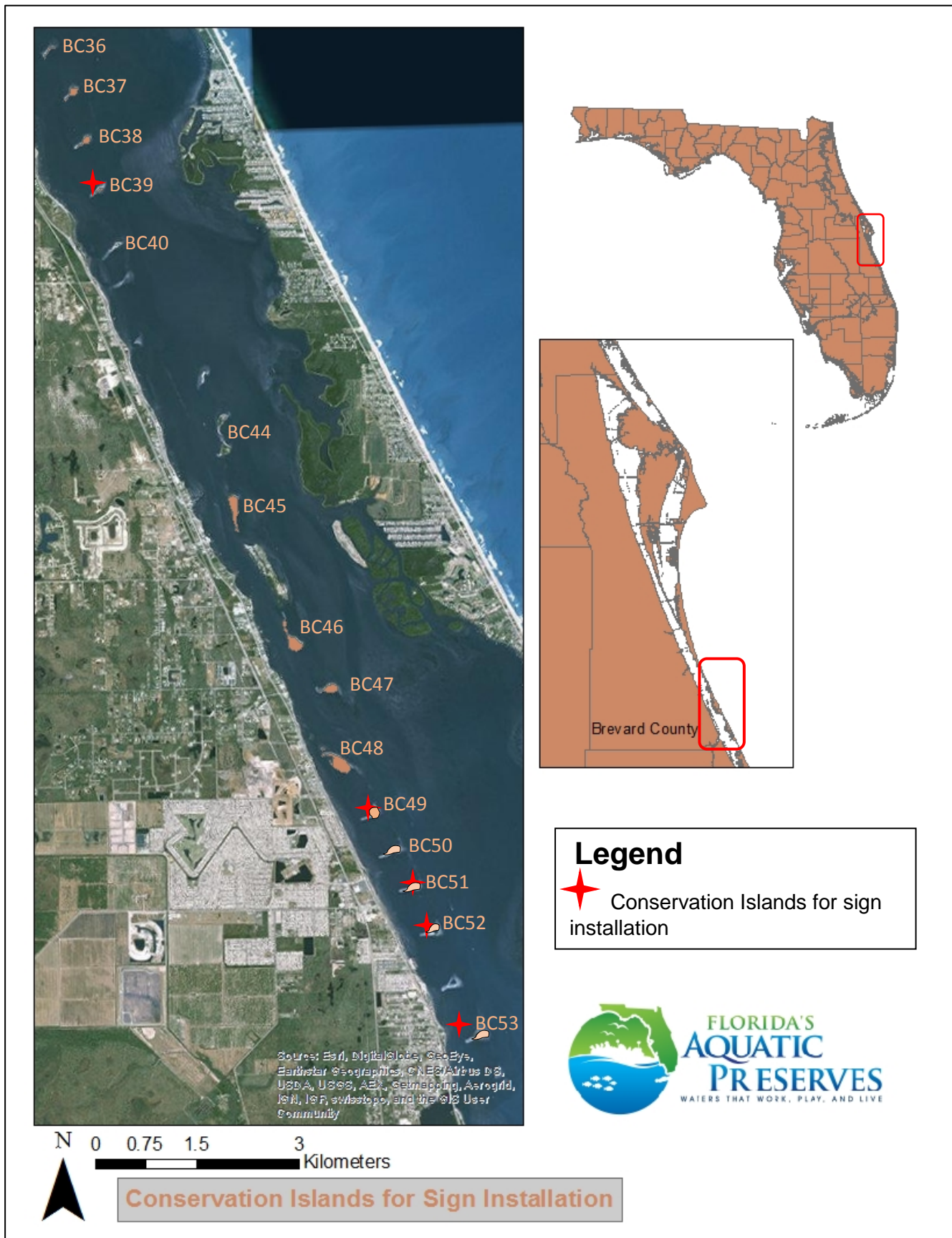
Tables 1,2 and 3 depict the breakdown of requested funds, matching funds, and total project costs respectively.

Table 1. Brevard County Conservation Island Sign Budget (5 Islands)			
Item description	# Units	Cost per unit	Total
Signs (12"x18") 080 Aluminum	22	\$29.50	\$649
Extra signs (loss or damage)	25	\$29.50	\$737.50
Posts (including extra) (6) 8ft (41) 10ft Galvanized U-channel	47	8ft \$34 10ft \$37	\$1721
Shipping & Miscellaneous			\$523
Hardware	(4) box screws (2) box nuts (2) box washers	\$22.83 screws \$8.85 nuts \$11.33 washers	\$131.68
Concrete	47	\$3.40	\$159.80
Total cost			\$3,921.98

Table 2. Matching funds for Brevard County Conservation Island Sign Project			
Item Description	# of Units	Cost Per Unit	Total
Volunteer labor	44	\$10/hr	\$440
Matching Total			\$440

Table 3. Total Project Cost		
Item Description	Cost	% of Total Project Costs
Request total	\$3,921.98	89.9%
Matching total	\$440	
Project cost total	\$4,361.98	

Attachment 1. Map depicting Brevard County conservation spoil islands for sign installation.



Project Title: Indian River County Conservation Spoil Island Sign Installation

Contact Information:

Emily Dark, MS
 Environmental Specialist
 FL. DEP Indian River Lagoon Aquatic Preserves
 3300 Lewis Street
 Fort Pierce, FL 34981
 (772) 429-2995
Emily.Dark@dep.state.fl.us

Project Location:

Spoil Islands in Indian River County in the IRL Malabar to Vero Aquatic Preserve and the IRL Vero Beach to Fort Pierce Aquatic Preserve designated as Conservation Islands. Specific spoil islands are: IR2, IR8, IR15, IR16, IR17, IR18, IR19, IR21, IR22, IR23C, IR25B, IR26, IR26A, IR26B, IR28C, IR35, IR37, IR38, IR39, IR40, IR41 (Attachment 1).

The above listed spoil islands are property of the State of Florida, owned by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and are managed by the Department of Environmental Protection's Indian River Lagoon Aquatic Preserves office (IRLAP). Spoil island recommended designations are guided by the Spoil Island Management Plan (Florida Department of Natural Resources, 1990).

Project Description:

This proposal is part of a comprehensive informational signage project aimed at providing information to the public regarding the Indian River Lagoon Aquatic Preserves, spoil islands and their designations, and environmentally responsible practices relevant to the aquatic preserves and the spoil islands. IRLAP will accomplish this by installing approved informative signs on all conservation islands and eventually, all recreation islands within the aquatic preserves that are managed by the office.

Spoil islands span three counties (Brevard, Indian River, St. Lucie) and separate proposals will be submitted for each county. This proposal covers the purchase and installation of signs (Attachment 2) on the Indian River County spoil islands listed above in project location. The installation of informative signage that encourages user experience and public recreation opportunities consistent with natural resource conservation is a goal of the Sustainable Public Use section of the Florida Department of Environmental Protection's Indian River Lagoon System Management Plan (Goal 1:

Objective 1.1). Currently, there is no signage on conservation islands indicating such information. The conservation islands were designated as such for their ecological value, with many serving as rookeries for multiple species of birds. With a lack of onsite signage, conservation islands are often used for recreational activities and subsequently suffer from litter, human waste, pet waste, and wildlife disturbance. IRLAP has conducted island surveys and determined the appropriate number of signs for each island based on island size. Extra signs were budgeted for to cover for any loss or damages once installed.

Project Implementation:

This project will be coordinated by IRLAP staff and carried out by IRLAP staff, members of IRLAP's citizen support organization (Friends of the Spoil Islands) and community volunteers.

Upon award of funds, IRLAP will purchase items and sign installation will occur. Installation process of signs on the Indian River County conservation islands will take a maximum of 15-20 installation events (events are usually scheduled 9 a.m. to 12 noon). Progress of the project will be reported to F.I.N.D according to F.I.N.D.'s specified reporting criteria. Following project completion, IRLAP staff and volunteers will conduct regular visits to the islands to detect if signs are lost, damaged, or need to be replaced.

Budget:

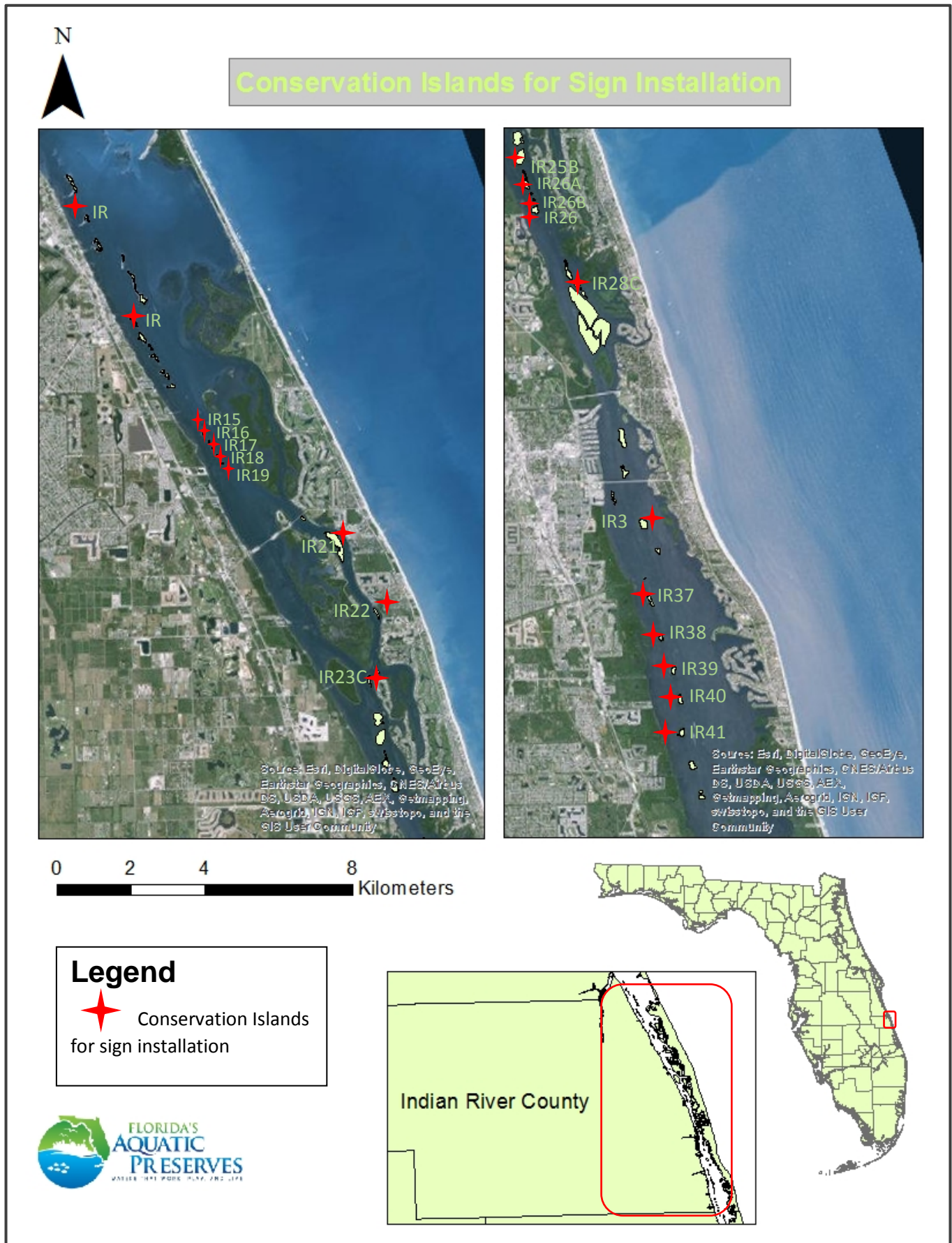
Tables 1, 2 and 3 depict the breakdown of requested funds, matching funds, and total project costs respectively.

Table 1. Indian River County Conservation Island Sign Budget (21 islands)			
Item description	# Units	Cost per unit	Total
Signs (12"x18") 080 Aluminum	88	\$29.50	\$2,596
Posts (including extra) 8ft Galvanized U-channel	83	\$25	\$2,075
Shipping & Miscellaneous			\$588
Hardware	(6) box screws (3) box nuts (4) box washers	\$22.83 screws \$8.85 nuts \$11.33 washers	\$208.85
Concrete (60lb bag)	88	\$3.40	\$299.20
Total cost			\$5,767.05

Table 2. Matching funds for Indian River County Conservation Island Sign Project			
Item Description	# of Units	Cost Per Unit	Total
Volunteer labor	60	\$10/hr	\$600
Posts	5	\$34	\$170
Hardware	1-Box screws 1-Box nuts	\$22.83 screws \$8.85 nuts	\$31.68
Matching Total			\$801.68

Table 3. Total Project Cost		
Item Description	Cost	% of Total Project Cost
Request total	\$5,767.05	87.8%
Matching total	\$801.68	
Project cost total	\$6,568.73	

Attachment 1. Map depicting Indian River County conservation spoil islands for sign installation.



Project Title: St. Lucie County Conservation Spoil Island Sign Installation**Contact Information:**

Emily Dark, MS
Environmental Specialist
Indian River Lagoon Aquatic Preserves
3300 Lewis Street
Fort Pierce, FL 34981
(772) 429-2995
Emily.Dark@dep.state.fl.us

Project Location:

Spoil Islands in St. Lucie County within the IRL Vero Beach to Fort Pierce Aquatic Preserve, designated as Conservation Islands. Specific spoil islands are: SL1, SL1B, SL4, SL9, SL10, SL11, SL12, SL12B, SL12C, SL13C, SL14, SL14A (Attachment 1).

The above listed spoil islands are property of the State of Florida, owned by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and are managed by the Florida Department of Environmental Protection's Indian River Lagoon Aquatic Preserves office (IRLAP). Spoil island recommended designations are guided by the Spoil Island Management Plan (Florida Department of Natural Resources, 1990).

Project Description:

This proposal is part of a comprehensive informational signage project aimed at providing information to the public regarding the Indian River Lagoon Aquatic Preserves, the spoil islands and their designations, and environmentally responsible practices relevant to the aquatic preserves and the spoil islands. IRLAP will accomplish this by installing approved informative signs on all conservation islands and eventually, all recreation islands located within the aquatic preserves that are managed by the office.

Spoil islands span three counties (Brevard, Indian River, St. Lucie) and separate proposals will be submitted for each county. This proposal covers the purchase and installation of signs (Attachment 2) on the St. Lucie conservation spoil islands listed above in project location. The installation of informative signage that encourages user experience and public recreation opportunities consistent with natural resource conservation is a goal of the Sustainable Public Use section of the Florida Department of Environmental Protection's Indian River Lagoon System Management Plan (Goal 1: Objective 1.1). Currently, there is no signage on conservation islands indicating such information. The conservation islands were designated as such for their ecological value, with many serving as rookeries for multiple species of birds. With a lack of onsite signage, conservation islands are often

used for recreational activities and subsequently suffer from litter, human waste, pet waste, and wildlife disturbance. IRLAP has conducted island surveys and determined the appropriate number of signs for each island based on island size. Extra signs were budgeted for to cover for any loss or damages once installed.

Project Implementation:

This project will be coordinated by IRLAP staff and carried out by IRLAP staff, members of IRLAP's citizen support organization (Friends of the Spoil Islands) and community volunteers.

Upon award of funds, IRLAP will purchase items and sign installation will occur. Installation process of signs on the St. Lucie County conservation islands will take a maximum of 10-12 installation events (events are usually scheduled 9 a.m. to 12 noon). Progress of the project will be reported to F.I.N.D according to F.I.N.D.'s specified reporting criteria. Following project completion, IRLAP staff and volunteers will conduct regular visits to the islands to detect if signs are lost, damaged, or need to be replaced.

Budget:

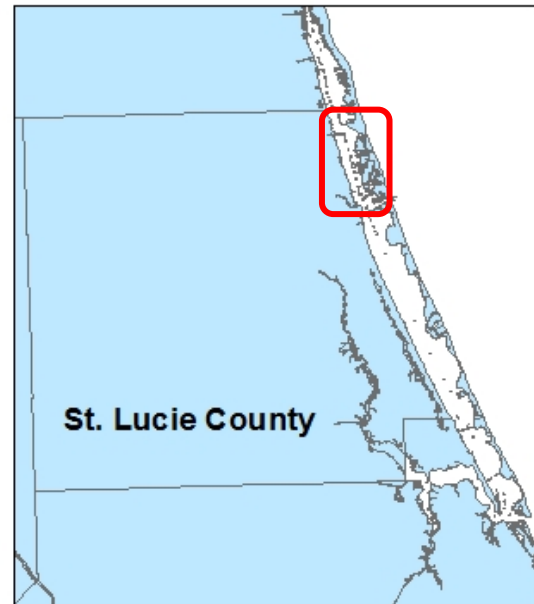
Tables 1, 2 and 3 depict the breakdown of requested funds, matching funds, and total project cost respectively.

Table 1. St. Lucie County Conservation Island Sign Budget (12 islands)			
Item description	# Units	Cost per unit	Total
Signs (12"x18") 080 Aluminum	34	\$29.50	\$1,003
Extra signs (loss or damage)	31	\$29.50	\$914.50
Posts (including extra) (6) 8ft (59) 10ft Galvanized U-channel	65	8ft \$34 10ft \$36	\$2,328
Shipping & miscellaneous			\$583
Hardware	(6) box screws (3) box nuts (3) box washers	\$22.83 screws \$8.85 nuts \$11.33 washers	\$197.52
Concrete	65	\$3.40	\$221
Total cost			\$5,247.02


Table 2. Matching funds for St. Lucie County Conservation Island Sign Project			
Item Description	# of Units	Cost Per Unit	Total
Volunteer labor	60	\$10/hr	\$600
Matching Total			\$600

Table 3. Total Project Cost		
Item Description	Cost	% of Total Project Cost
Request total	\$5,247.02	89.7%
Matching total	\$600	
Project cost total	\$5,847.02	

Attachment 1. Map depicting St. Lucie County conservation spoil islands for sign installation.



Legend

-  Conservation Islands for sign installation

0 0.75 1.5 3 Kilometers

N

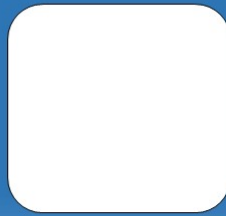
Conservation Islands for Sign Installation

Attachment 2. Conservation island sign (approved by FDEP). QR code will be inserted when created.

Welcome to the spoil islands of the Indian River Lagoon Aquatic Preserves

This spoil island possesses sensitive habitats that need your protection such as bird roosting sites, dense or shallow seagrass beds and mangroves.

For information and maps to nearby islands with recreational amenities, please follow the QR code below



Harassment or taking of endangered or threatened birds, their eggs, or young is a violation of State Law, Chapter 68A-27 F.A.C., and may subject violators to criminal penalties.

Destruction of seagrass in Aquatic Preserves is a violation of Florida Law (Section 253.04(3)(a) F.S.)

**Contact the Indian River Lagoon Aquatic Preserves
IRLAP@dep.state.fl.us and like us on Facebook**



This project funded in part by Florida Inland Navigation District (F.I.N.D)



May 31, 2017

Janet Zimmerman
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477

Dear Ms. Zimmerman:

The Marine Industries Association of the Treasure Coast will be conducting the 10th Annual Treasure Coast Waterway Clean Up in Indian River County, to be held in conjunction with Martin and St. Lucie counties on Saturday, July 29, 2017. Since 2008, our combined efforts have removed more than 60 tons of trash from our waterways. We have engaged more than 7,600 volunteers and 2,900 boaters.

This is our request for FIND sponsorship for the event. Our request is for \$5,000. In addition to FIND sponsorship we will be soliciting local businesses for sponsorship. Our proposed budget is included.

Our plan is to conduct a three-county coordinated effort to clean up the Intracoastal Waterway including the spoil islands, Manatee Pocket, Willoughby Creek and both the North and South Fork of the St. Lucie River. We will utilize multiple trash drop off locations throughout the County. We also plan to include an underwater dive cleanup at Pecks Lake Reef.

We have received calls and e-mails from folks who participated in past years and are anxious to make this year's clean-up bigger and better. The MIATC covers Martin, St. Lucie, Indian River and Okeechobee counties

I look forward to your response. Please feel free to contact me at (772) 692-7599, if you have any questions.

Sincerely,

Michele Miller
Director of Operations

10th Annual Treasure Coast Waterway Clean Up
(Proposed budget for Indian River County)

Income:

MIATC Sponsorships	\$12,400	
FIND Sponsorship	5,000	

Total Income:		\$ 16,500

Expenses Supported by FIND Grant:

Advertising Materials (includes printing, mailings, brochures, banners and posters)	700
Advertising (news releases, photo services, t.v., radio and newspaper)	3,000
Promotional Supplies (t-shirts & burgees)	3,500
Insurance	400
Logistical Supplies (trash bags, gloves, trash hauling, law enforcement, park and recreation fees and water)	6,400

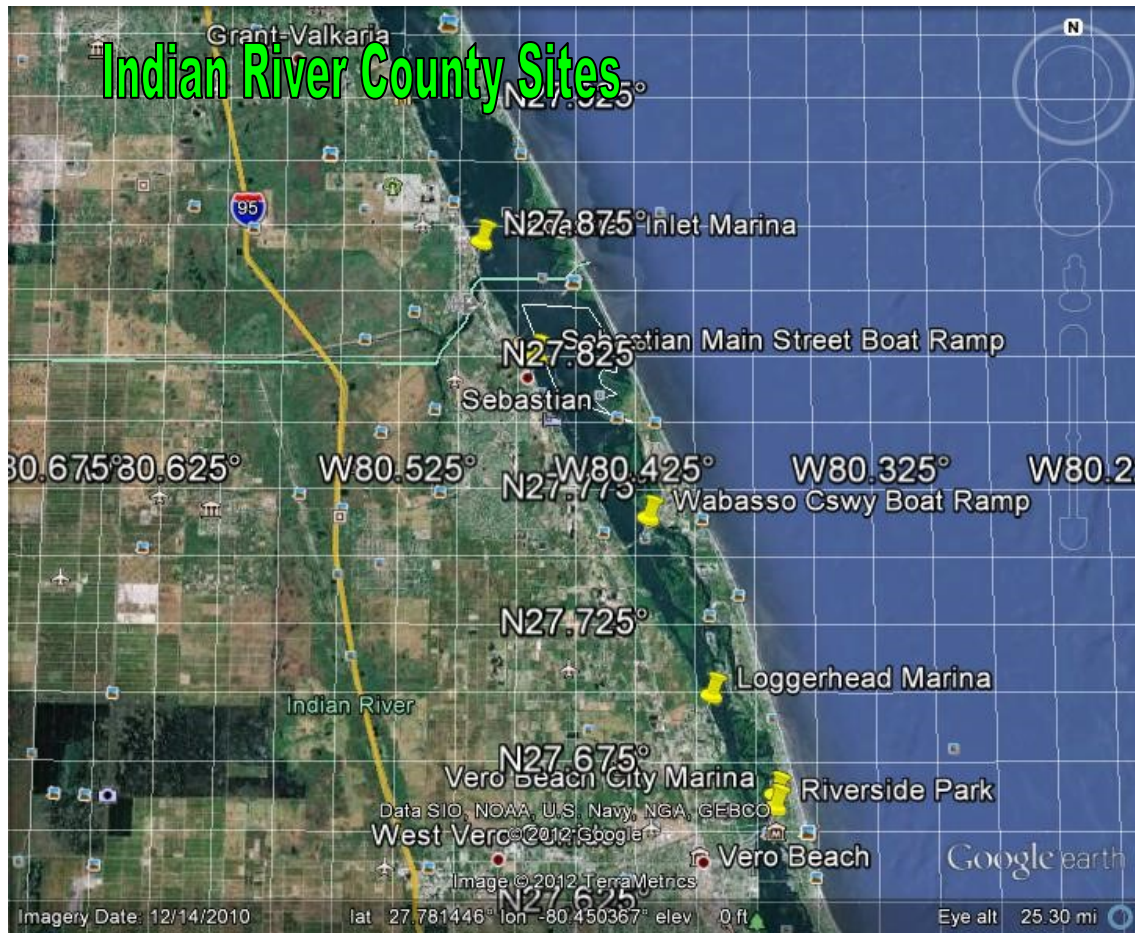
Other Expenses:

Staff Support (includes committee meetings)	\$ 2,300	
BBQ	200	

Total Expenses:		\$ 16,500



10th Annual Treasure Coast Waterway
Cleanup July 29, 2017
8am-12:30pm



Indian River County:

Riverside Park Boat Ramp, Riverside Dr. @ SE end of the Merrill Barber Bridge, 32963
[http://www.ircgov.com/Departments/Public_Works/Parks Maintenance Division/IRC Boat Ramps.pdf](http://www.ircgov.com/Departments/Public_Works/Parks_Maintenance_Division/IRC_Boat_Ramps.pdf)

Vero Beach Municipal Marina, 3611 Rio Vista Blvd., Vero Beach, FL 32963
http://www.mapquest.com/mq/1-4yh30sZeM_PdGA5

Loggerhead Club and Marina @ Grand Harbor, 1221 Marina Village Cir., Vero Bch, FL 32967
<http://www.mapquest.com/mq/9-YFOr>

Sebastian Main Street Boat Ramp, Main Street & N Indian River Dr., Sebastian, FL 32958
[http://www.ircgov.com/Departments/Public_Works/Parks Maintenance Division/IRC Boat Ramps.pdf](http://www.ircgov.com/Departments/Public_Works/Parks_Maintenance_Division/IRC_Boat_Ramps.pdf)

Wabasso Causeway Boat Ramp, State Rd 510
<https://maps.google.com/maps?ll=27.756231,-80.417225&z=14&t=h&hl=en>

Sebastian Inlet Marina, 8685 US Hwy. 1, Micco, FL 32976
<http://www.sebastianinletmarina.com/>



May 31, 2017

Janet Zimmerman
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477

Dear Ms. Zimmerman:

The Marine Industries Association of the Treasure Coast will be conducting the 8th Annual Treasure Coast Waterway Clean Up in St. Lucie County, to be held in conjunction with the Indian River and Martin counties on Saturday, July 29, 2017. Since 2008, our combined efforts have removed more than 60 tons of trash from our waterways. We have engaged more than 7,600 volunteers and 2,900 boaters.

This is our request for FIND sponsorship for the event. Our request is for \$10,000. In addition to FIND sponsorship we will be soliciting local businesses for sponsorship. Our proposed budget is included.

Our plan is to conduct a three county wide coordinated effort to clean up the Intracoastal Waterway including the spoil islands, Taylor Creek and the North Fork of the St. Lucie River. We will utilize the same drop off locations as in 2016.

We have received calls and e-mails from folks who participated in past years and are anxious to make this year's clean-up bigger and better. The MIATC covers Martin, St. Lucie, Indian River and Okeechobee counties.

I look forward to your response. Please feel free to contact me at (772) 692-7599, if you have any questions.

Sincerely,

Michele Miller
Director of Operations

10th Annual Treasure Coast Waterway Clean Up
(proposed budget for St. Lucie County)

Income:

MIATC Sponsorships	\$ 11,500	
FIND Sponsorship	10,000	

Total Income:		\$ 21,500

Expenses Supported by FIND Grant:

Advertising Materials (includes printing, mailings, brochures, banners and posters)	600
Advertising (news releases, photo services, t.v., radio and newspaper)	5,000
Promotional Supplies (t-shirts & burgees)	6,200
Insurance	700
Logistical Supplies (trash bags, gloves, trash hauling, law enforcement, park and recreation fees and water)	5,800

Other Expenses:

Staff Support (includes committee meetings)	\$ 2,700	
BBQ	500	

Total Expenses:		\$ 21,500



10th Annual Treasure Coast Waterway
Cleanup July 29, 2017
8am-12:30pm



St. Lucie County:

Rivergate Park Boat Ramp, 2200 SE Veteran's Memorial Parkway, Pt. St. Lucie, FL 34952
<http://www.mapquest.com/mq/4-8xsaPpum>

River Park Marina Boat Ramp, Prima Vista Blvd., Pt. St. Lucie, FL 34952
<http://www.mapquest.com/mq/4-9Xowfpg7LxYy>

Jaycee Park Boat Ramp, S. Ocean Drive & Melaleuca Dr., Ft. Pierce, FL
<http://cityoffortpierce.com/Public%20Works/cityParks.html>

Ft. Pierce Yacht Club, 700 N. Indian River Dr., Ft. Pierce, FL 34950
http://www.mapquest.com/mq/6-bNHQeC_r

Smithsonian Marine Eco Center @ S. Causeway Island Park Boat Ramp, 414 Seaway Dr., Ft. Pierce, FL 34949
<http://www.mapquest.com/mq/7-qP8gAjBNWbFcKm00>

Pelican Yacht Club, 1120 Seaway Dr., Ft. Pierce, FL 34949
http://www.mapquest.com/mq/4-J1F*

Stan Blum Boat Ramp, 613 North Beach Causeway, Ft. Pierce, FL 34946
<http://maps.google.com/maps?t=h&hl=en&ie=UTF8&ll=27.480596,-80.300059&spn=0.008186,0.038409&z=15&layer=c&cbll=27.479607,-80.312764&panoid=rugGxDKQ6diK6k0-KHRFWw&cbp=11,114.85,,0,5>



May 31, 2017

Janet Zimmerman
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477

Dear Ms. Zimmerman:

The Marine Industries Association of the Treasure Coast will be conducting the 10th Annual Treasure Coast Waterway Clean Up in Martin County, to be held in conjunction with Indian River and St. Lucie counties on Saturday, July 29, 2017. Since 2008, our combined efforts have removed more than 60 tons of trash from our waterways. We have engaged more than 7,600 volunteers and 2,900 boaters.

This is our request for FIND sponsorship for the event. Our request is for \$5,000. In addition to FIND sponsorship we will be soliciting local businesses for sponsorship. Our proposed budget is included.

Our plan is to conduct a three-county coordinated effort to clean up the Intracoastal Waterway including the spoil islands, Manatee Pocket, Willoughby Creek and both the North and South Fork of the St. Lucie River. We will utilize multiple trash drop off locations throughout Martin County. We also plan to include an underwater dive cleanup at Pecks Lake Reef.

We have received calls and e-mails from folks who participated in past years and are anxious to make this year's clean-up bigger and better. The MIATC covers Martin, St. Lucie, Indian River and Okeechobee counties

I look forward to your response. Please feel free to contact me at (772) 692-7599, if you have any questions.

Sincerely,

Michele Miller
Director of Operations

8th Annual Treasure Coast Waterway Clean Up
(Proposed budget for Martin County)

Income:

MIATC Sponsorships	\$12,400	
FIND Sponsorship	5,000	

Total Income:		\$ 16,500

Expenses Supported by FIND Grant:

Advertising Materials (includes printing, mailings, brochures, banners and posters)	700
Advertising (news releases, photo services, t.v., radio and newspaper)	3,000
Promotional Supplies (t-shirts & burgees)	3,500
Insurance	400
Logistical Supplies (trash bags, gloves, trash hauling, law enforcement, park and recreation fees and water)	6,400

Other Expenses:

Staff Support (includes committee meetings)	\$ 2,300	
BBQ	200	

Total Expenses:		\$ 16,500



10th Annual Treasure Coast Waterway
Cleanup July 29, 2017
8am-12:30pm



Martin County:

Jim Graham Boat Ramp, 8555 SE Gomez Ave., Hobe Sound, FL 33455

<http://www.mapquest.com/mq/2-6-iWKLR>

Sandsprit Park Boat Ramp, 3443 SE St. Lucie Blvd., Stuart, FL, 34997

<http://www.mapquest.com/mq/6-OZEOnNETRVBQ>

Stuart Causeway Boat Ramp, SE Ocean Blvd., Stuart, FL

<http://goo.gl/maps/UdcCQ>

Jensen Beach Causeway Boat Ramp, 889 NE Causeway Blvd., Jensen Beach, FL 34957

http://www.saltchef.com/catch_fish/FL/Martin/boat_ramps.html#map

Leighton Park Boat Ramp, 2701 SW Cornell Ave, Palm City, FL 34990

<http://www.mapquest.com/mq/3-05XD>

Jensen Beach Boat Ramp – Indian River Drive, Jensen Beach, FL 34957

<http://www.mapquest.com/mq/2-QhjEqyoDIQlo>



Keep Palm Beach County Beautiful, Inc.
1920 Palm Beach Lakes Blvd. Suite 210
West Palm Beach, FL 33409
Tel. (561) 686-6646 Fax (561) 686-6642
Email: keepPBC@bellsouth.net
Website: www.keepPBCbeautiful.org

TAX ID 65-0117981

32

Keep Palm Beach County Beautiful, Inc. (KPBCB) is a 501(c)(3) non-profit, volunteer-based organization, which serves as Palm Beach County's affiliate of Keep America Beautiful, Inc.

Mission Statement: to enhance the quality of life in Palm Beach County through programs and partnerships that encourage public agencies, private entities, residents and visitors to reduce litter and waste, increase recycling, beautify, maintain, and sustain public spaces, and inspire generations of environmental stewards.

June 12, 2017

RE: International Coastal Cleanup 2016: Lake Worth Lagoon sites and other intracoastal areas.
Request for Funding

Dear Mr. Crosley:

The Ocean Conservancy has notified us that the date of the 2017 International Coastal Cleanup will be September 16, 2017. As you know, KEEP PALM BEACH COUNTY BEAUTIFUL, INC (KPBCB) is the local coordinator of the cleanup in Palm Beach County and the Florida Inland Navigation District (F.I.N.D) has been most generous in awarding us a \$10,000 grant for last year's cleanup to help defray the cost of the supplies, and t-shirts commemorating the event, that we give to the volunteers.

As this is a very popular cleanup in the County, we expect our number of volunteers to meet last year's numbers, if not increase. We continue actively participating in the Lake Worth Lagoon Initiative Public Outreach Task Force, with the goal of continuing to expand our cleanup focus on the Lake Worth Lagoon and other intracoastal areas.

As always, we will prominently recognize the role of F.I.N.D. in our promotion of this annual event by displaying your logo on the marketing materials, shirts, banners and advertisements for this Cleanup.

Please send me the necessary grant application or agreement for this project for 2017-18 grants. I expect to have the final report on the 2017 International Coastal Cleanup and a request for payment to you by November 2017.

As always, please accept our sincere thanks for the opportunity to be the organization to receive the financial support allocated for Palm Beach County. Our success hinges on your continued help for which we are most appreciative!

Lourdes Ferris
Executive Director

c: Janet Zimmerman, Assistant Executive Director

International Coastal Cleanup 2017
Palm Beach County

September 16, 2017 and additional dates

PROGRAM BUDGET (does not include in-kind donations of supplies or administrative costs)

Cleanup Supplies	\$1,900
Promotional Pens (data card entries)/Phone cases	\$ 2000
***T-shirts for volunteers	\$20,000
Printing including banners	\$1,500
Pick up tools	\$3,100
 TOTAL	 \$28,500



REC'D M 34
JUN 26 2017
Florida Inland
Navigation District

June 22, 2017

Mr. Mark Crosley
F.I.N.D.
1314 Marcinski Road
Jupiter, FL 33477

Dear Mr. Crosley,

Keep Indian River Beautiful is proud to be a part of the Ocean Conservancy's International Coastal Cleanup which has become the world's largest volunteer effort for ocean, Intracoastal, and lagoon health. KIRB recruits 1,000 volunteers to cleanup waterways, spoil islands, canals, and shore lines. Cleanups will be coordinated by boat, diving, kayaks, and walking shore lines. Volunteers young and old will be picking up cigarette butts, fishing line, bottles, and other left over debris while documenting the number and type of each item collected on data cards. For many volunteers it is their first glimpse into the deterioration of our oceans and waterways, an experience that spurs a deeper commitment to marine conservation. They learn how much land based trash never makes it to landfills, but instead is carried by wind and water eventually winding up in the ocean. This event helps change the way people think about a healthy planet. By cleaning up trash in the water, they do their part to clean the ocean, and a clean ocean is more resilient to the effects of climate change, pollution, overfishing, and habitat destruction.

Keep Indian River Beautiful gives every volunteer supplies needed for the cleanup such as a data card, pen, grabbers, hand sanitizer, first aid kits, garbage bags, recycle bags, water, a T-shirt with FIND logo as a sponsor on the back, and other tools and give away items to help complete the task. With our minimal budget, and supplies depreciating, we could really use your help. Please, we appreciate all of your past support and really need it again this year.

As a sponsor of KIRB for this event, we will have the F.I.N.D. name and logo printed on the International Coastal Cleanup T-Shirt which are given to every volunteer. Any person volunteering their time to help KIRB, is given a T-shirt for participation throughout the year. Upon F.I.N.D.'s approval, we will renew your logo and link on our website, name and logo displayed at the KIRB store front window, mention your support on advertisements, media and radio coverage, and newspaper articles. You will also receive a certificate of appreciation at our Awards Luncheon in 2018.

Thank you in advance for the opportunity to allow us to continue this community event. Please let me know if you need any additional information, I can be reached at dpacker@KIRB.org or at 772-226-7738.

Sincerely,

Daisy Packer
Executive Director
Keep Indian River Beautiful, Inc.
www.KIRB.org

Keep Indian River Beautiful, Inc. is a 501 (C) 3 nonprofit organization and an affiliate of Keep America Beautiful. We are registered with the State of Florida. Dept. of Agriculture & Consumer Services (CH-12797) and 100% of your donations directly benefit our programs. A copy of the official registration and financial information may be obtained from the Division of Consumer Services by calling Toll Free 800-435-7352 within the state. Registration does not imply endorsement, approval, or recommendation by the state.

F.I.N.D Grant \$5,000

Keep Indian River Beautiful, Inc.
Daisy Packer, Executive Director
PO BOX 973, Vero Beach, FL 32961
dpacker@KIRB.org
772-226-7738 www.kirb.org

Overview of Project

Keep Indian River Beautiful, Inc. "KIRB", is applying for a grant from F.I.N.D. to help us with the International Coastal Cleanup on September 16, 2017. **Keep Indian River Beautiful, "KIRB", is proud to host 32nd Annual Ocean Conservancy's International Coastal Cleanup.** This event has become the world's largest volunteer effort for ocean health. We recruit approximately 1,000 volunteers to cleanup up more than 25 locations on and near the waterway. Volunteers young and old will be boating, kayaking, canoeing, paddle boarding, snorkeling, diving, and walking along the shorelines picking up cigarette butts, fishing line, bottles and other leftover debris. For many volunteers, this is their first glimpse into the deterioration of our oceans and waterways, an experience which spurs a deeper commitment to marine conservation. Our volunteers learn how much land based trash never makes it to landfills, but instead is carried by wind and water, eventually winding up in the ocean. This event helps change the way people think about how healthy our planet really is, bringing more awareness of this growing problem to our community. By cleaning up the trash, volunteers do their part to clean the ocean, helping them learn that a clean ocean is more resilient to the effects of climate change, pollution, overfishing, and habitat destruction and is necessary to maintain in today's world. The volunteers will be counting the litter as they clean and turn in data cards that will help us determine the most littered items and narrow down the potential sources. A new free App is available to help with this data collection called Clean Swell.

Goals and Objectives

To make residents in Indian River County aware that the trash in the water:

- compromises the health of humans, wildlife and the livelihoods that depend on a healthy ocean;
- threatens tourism and recreation, and the critical dollars they add to our local economies;
- complicates shipping and transportation by causing navigation hazards; and
- Generates steep bills for retrieval and removal.

Our objective is to decrease the amount of debris found in our waterways and to educate the citizens of Indian River County on the importance of keeping our waterways clean and safe.

Specific Community Needs

The state of our waterways has left many residents of Indian River County feeling helpless. This event helps our citizens be a part of the change. In a sense, they are gaining valuable knowledge on how to protect our county's waterways and the impact humans have on our ecosystem. The 153 miles of the Indian River Lagoon is a sea grass habitat for fish, birds, and manatees. The lagoon is being destroyed by toxic chemicals causing fish kills, lesions on fish, turtles, and dolphins. This event helps to teach the citizens conservation education and how to be conscious about our lagoon and waterways.

Impact to the Community

The impact of the funds provided by F.I.N.D. will help this event to continue onto its 30th year in Indian River County. The people who will be volunteering are from our local schools, clubs, churches, chambers of commerce, banks, businesses and other organizations. This event will bring people together and through awareness, multiply exponentially the effects of one person or one group picking up litter.

Budget

Our budget is for cleanup supplies, promotional material, advertisements, and volunteer give away items such as t-shirts.

Program Budget for 2017: \$14,330.00

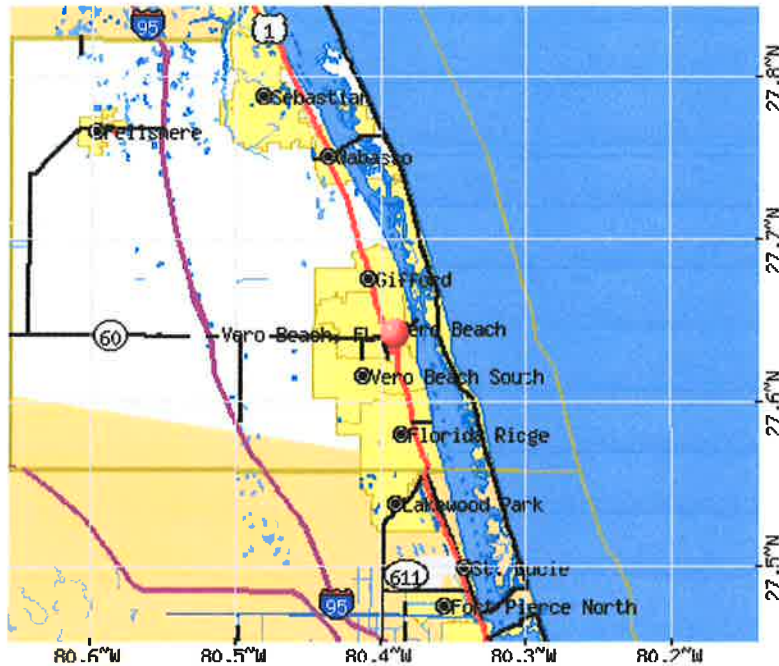
- 1) We need 1000 T-Shirts to supply to the volunteers who help \$5,500.00
- 2) 500 tote bags \$750
- 3) 1000 pair of gloves \$480.00
- 4) Directional signs \$500
- 5) Supplies for cleanups (buckets instead of bags, sunblock, first aid kits, water) \$ 600.00
- 6) Gas for boats \$500
- 7) Trash & recycling Dumpsters and disposal for cleanup sites \$1,500.00
- 8) Advertising, radio, newspaper, signs, & brochures \$1,500.00
- 9) Banners \$500.00
- 10) Volunteer Appreciation Event - \$2500

Sustainability

The International Coastal Cleanup is just for one day however, the left over supplies will support cleanup efforts throughout the year. Many organizations, clubs, and schools participate weekly/monthly/quarterly in cleanups around our county. They enjoy doing their civic duty and feel a sense of involvement by participating in cleanups throughout the year.

Media

This is an International event with lots of media attention. KIRB will have F.I.N.D. name and logo printed on the International Coastal Cleanup T-Shirts which are given to a thousand of volunteers, county commissioners, city council, and sponsors. The left over T-shirts are dispersed throughout the year at all KIRB events, festivals, and at our Upcycle It! Store. Upon F.I.N.D. approval, we will place your company logo listed and linked on our website. Name and Logo displayed in the Upcycle It! window located in the mall, and mention F.I.N.D. on advertisement, media, radio, and newspaper articles. You will also receive a certificate of appreciation and an invitation to our annual luncheon in the winter.



Cleanup Areas

Captain Forster's Preserve
 Disney Beach Resort
 Golden Sands Beach
 Humiston Park
 Indian River Dr. in Sebastian
 Jaycee Park
 Jungle Trail
 Main Street in Sebastian
 Memorial Island Park
 Riverside Park
 Riverview Park
 Round Island –river side
 Round Island –ocean side
 Sebastian Inlet State Park
 Sexton Plaza
 St. Sebastian River
 South Beach
 Treasure Shores Beach Park
 Turtle Trail Beach Access
 Wabasso Beach
 Wabasso Causeway

Boat launching sites

-45th St Boat Ramp
 -Oslo Boat Ramp
 -Riverside Boat Ramp
 -Sebastian Boat Ramp
 -Round Island Boat Ramp
 -Wabasso Boat Ramp

On/Under water locations

-Boats to spoil islands
 -Paddle Boards along waterline
 -Kayaks to spoil islands



NASSAU COUNTY PROJECT STATUS UPDATE

JULY 2017

Atlantic Intracoastal Waterway (AIWW) Dredged Material Management Plan.

The District completed Phase I of the Dredged Material Management Plan (DMMP) for the approximately 26 miles of Atlantic Intracoastal Waterway (AIWW) in Northeast Florida in 1986. Phase II of the DMMP was completed between 1986 and 2010. The plan was updated in 2007 in response to public and legislative concerns and the dredging reach boundaries were slightly altered. In 2014/15, the AIWW Centerline Survey identified an area between the authorized AIWW channel and the Fernandina Harbor project that was not being actively managed or maintained for navigation. The DMMP was again updated in 2015/16 in response to this additional area of dredging responsibility. There are three dredging reaches in the Nassau County project area, N-FHP, Reach 1 & Reach 11. Over the next 50 years, approximately 853,600 cu/yds. of material will need to be dredged from the approximately 15.65 miles of AIWW in Nassau County to maintain its navigability. The Plan designates that dredged material from Dredging Reach I, which is not beach quality, will be managed at Dredge Material Management Area (DMMA) NA-1 on Crane Island. Dredged material from Dredging Reach II, which is primarily beach quality, will continue to be placed on the Amelia Island State Park beach. *(Please see the attached location maps).*

Dredged Material Management Area NA-1 Construction

The design, engineering, and permitting of this 35.5-acre upland dredged material management site was initiated in 2008 and completed in 2010. The final permits were received in 2012. Construction of the site commenced in 2013 and was completed in early 2014. The unique nature of this site required the dike material to “settle” before the site could be fully operational. The dike settling has completed and the site is ready to receive material from the forthcoming Nassau Reach 1 dredging project.

Waterway Dredging

The AIWW in Dredging Reach II has a mean dredging frequency of approximately 6 years. This Reach was dredged in 2006-2007 and again in 2013. The U. S. Army Corps of Engineers (USACE) completed both dredging operations, with approximately 578,000 cu/yds and 591,000 cu/yds. (respectively) of beach compatible material in this area being placed on the Amelia Island State Park beach for each event. Another approximately 12,000 cu/yds. of non-beach compatible material were placed in DMMA DU-2 for each event. In 2006, FIND provided \$4.3 and million in funding for the dredging project, of which the USACE returned \$1.4 million. In 2013, FIND provided the entire \$4.2 million project was funded by the District.

Dredging Reach I is experiencing shoaling just south of the Shave Bridge and at other locations that will be dredged in the fall of 2017. In addition, there is an area of concern south of the Fernandina Beach Marina that will be addressed through the District’s efforts. Efforts have also been successful at re-marking the channel for naturally-occurring deep water. *(Please see attached the maps).*

Waterways Economic Study

In December 2011, the District completed an update to the *Economic Analysis of the Waterways in Nassau County*. The study determined that the waterways in Nassau County generate



NASSAU COUNTY PROJECT STATUS UPDATE

JULY 2017

approximately \$47.6 million in economic activity each year, about 335 jobs, \$10.8 million in salaries, \$2.5 million in additional taxes, and an increase of \$141 to \$170 million in property values. *(Please see the attached summary and map).*

Waterways Assistance Program

Since Nassau County joined the District in 2004, the District has received and approved 19 applications from the City of Fernandina Beach and Nassau County resulting in a District investment of \$1.7 M towards \$3.69 M of total waterway improvement projects. The City has made significant improvements to their City marina and boat ramp, the development of a Riverfront Boardwalk and the creation of a managed mooring field. The City has again submitted applications for the forthcoming Assistance Program cycle. *(Please see the attached list and map).*

Cooperative Assistance Program

The City of Fernandina Beach has successfully participated in the Florida Department of Environmental Protection's (FDEP) Clean Marina Program and the Amelia Island Yacht Basin has participated in the Clean Vessel Program.

Interlocal Agreement Program

Through this program, the District entered into an Interlocal Agreement with the City of Fernandina Beach to manage dredged material from the City marina at a District dredged material management area in Nassau and Duval counties.

Waterway Clean Up Program

The District has successfully partnered with Keep Nassau Beautiful for many years to assist with their annual trash and debris cleanup of Nassau County's waterways.

Small-Scale Derelict Vessel Removal Program

Vessels have yet to be removed in Nassau County under this program.

Small-Scale Spoil Island Enhancement and Restoration Program

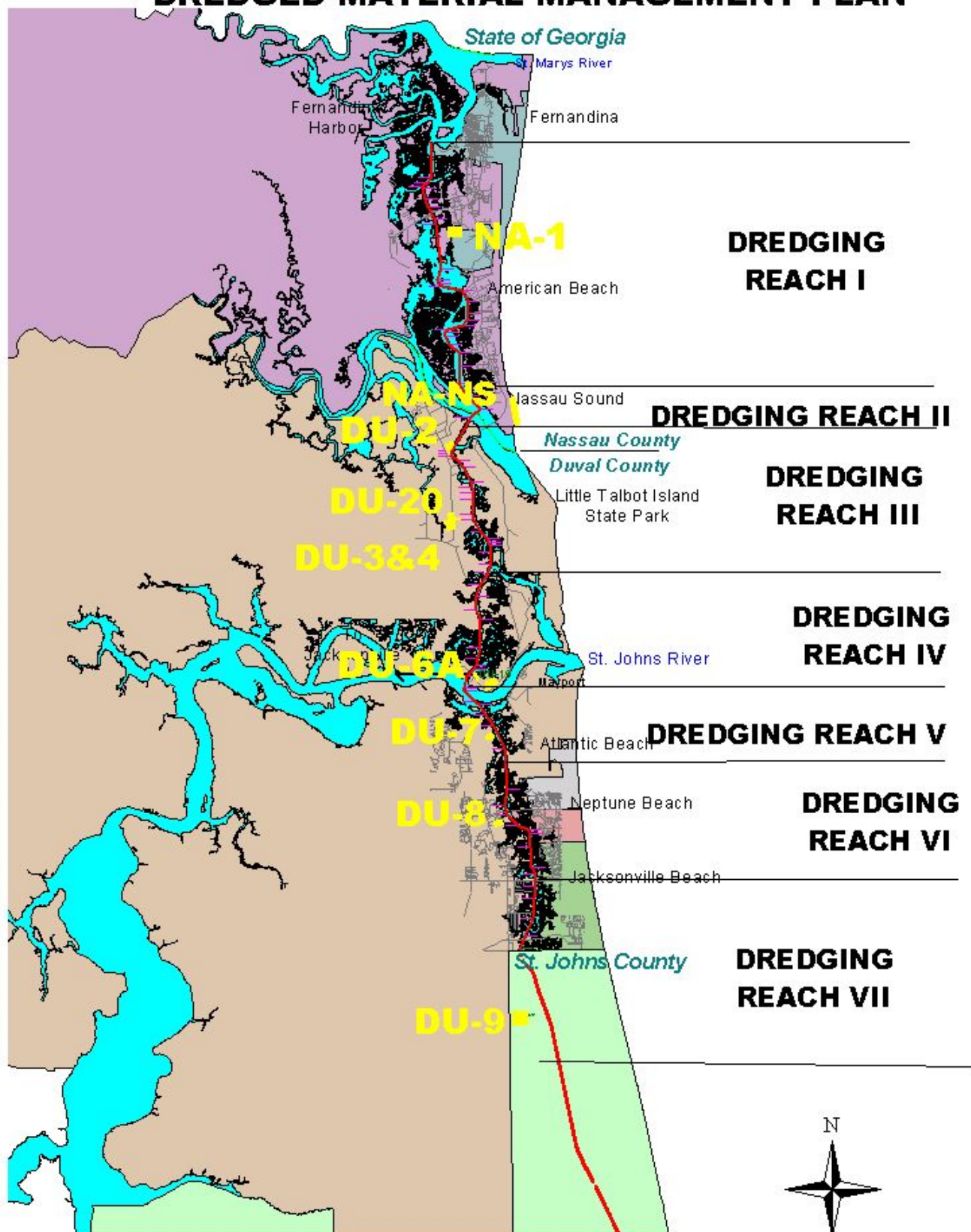
To date, no projects have been funded in Nassau County.

Public Information Program



The District currently prints and distributes brochures with information pertaining to about Nassau County Waterways. Additional waterway information and useful links are available on the District's website at <http://www.aicw.org/>.

NASSAU/DUVAL COUNTIES

DREDGED MATERIAL MANAGEMENT PLAN



Nassau County

-  County Boundaries
-  ICW Reaches
-  DMMAs

NASSAU

NA-1

NA-FHP

NA-1 →

NA-I

NA-II

DU-2

DU-III





ECONOMIC BENEFITS OF THE DISTRICT'S WATERWAYS

43



Purpose

To update economic benefits in Nassau County of marine-related activities on the District Waterways, as previously estimated in *An Economic Analysis of the District's Waterways in Nassau County*, March 2008, and to provide the general public and Federal, State, and local officials with a clear understanding of the importance of maintaining the waterways.

Scenarios Evaluated

1. Current Existing Conditions
2. Cessation of Waterways Maintenance
3. Increase in Waterways Maintenance
4. Estimated impact of the 2007-2009 U.S. economic recession



ECONOMIC IMPACTS

Current Existing Impacts

- \$47.6 million in business volume
- \$10.8 million in personal income
- 335 jobs
- \$2.5 million in tax revenue

Impacts of Cessation of Waterways Maintenance

- Decrease of \$10.3 million in business volume
- Decrease of \$2.5 million in personal income
- Decrease of 89 jobs
- Decrease of \$0.5 million in tax revenue

Impacts of an Increase in Waterways Maintenance

- Increase of \$2.6 million in business volume
- Increase of \$0.6 million in personal income
- Increase of 15 jobs
- Increase of \$0.1 million in tax revenue

Impact of the 2007-2009 U.S. Economic Recession

- Decrease of \$24.6 million in business volume
- Decrease of \$5.5 million in personal income
- Decrease of 200 jobs
- Decrease of \$1.3 million in tax revenue

Economic Benefits as of April 2011

NASSAU COUNTY



ECONOMIC BENEFITS OF THE DISTRICT'S WATERWAYS

44

NASSAU COUNTY

The Intracoastal Waterway

The Atlantic Intracoastal Waterway (AICW) is a 1,391-mile channel between Trenton, New Jersey, and Miami, Florida. The Waterway along Florida's eastern seaboard is 406 miles long and follows coastal rivers and lagoons past numerous tourism-oriented communities. The channel is authorized to a depth of 12 feet from Nassau County to Fort Pierce, and a 10 foot depth south through Miami-Dade County. Boating activities on the waterways contribute to the existence of numerous marine-related businesses such as marinas and boatyards and have stimulated development of residential properties on the Waterways.

The Navigation District

The Florida Inland Navigation District, created in 1927, is the local sponsor for the AICW in Florida. In cooperation with the Jacksonville District of the U.S. Army Corps of Engineers, the Navigation District is responsible for maintenance of the AICW in Florida. To maintain navigation, the waterways need to be periodically dredged due to shoaling from currents, upland soil erosion, and the movement of offshore sands through the ocean inlets. Maintenance dredging is projected to cost approximately \$12 to \$16 million annually during the next 50 years, of which 50 percent of the costs are expected to be borne by property owners within the Navigation District's jurisdiction.

The Navigation District also partners with other governments to provide waterway access and improvement facilities for our mutual constituents. These projects include public boat ramps, marinas, side channels, parks, fishing piers, boardwalks, navigation aids, derelict vessel removal, shoreline stabilization, and waterway cleanups.

Source of Data Used in This Analysis

The economic benefits of the Waterways were estimated in March 2008 in *An Economic Analysis of the District's Waterways in Nassau County*.

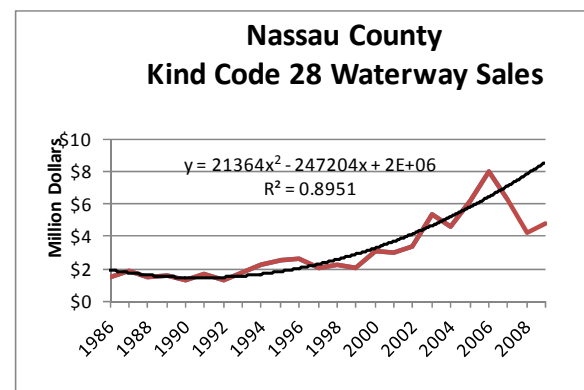
Updating of Previously Estimated Benefits

The benefits presented in this analysis were estimated by updating the direct marine-business

impacts in the original analysis to current values using the change in gross sales reported by boat dealers to the Florida Department of Revenue (FDOR). The updated direct impacts were used in conjunction with an IMPLAN input/output model to estimate total economic benefits.

Estimating the Impact of the Recession

The impact of the recession was estimated by determining the trend in gross sales of boat dealers over the 20-year period prior to the onset of the recession. This trend was used to estimate the theoretical gross sales if sales had continued to increase at the rates previously experienced. The red line in the figure below illustrates reported actual gross sales of boat dealers and the black line illustrates the trend of those sales. From 2007 to 2009 gross boat dealer sales in Nassau County decreased by 24 percent; if the recession had not occurred, it is estimated that gross sales from 2007 to 2009 would have increased by 34 percent.



Annual Boater Spending on Gas, Food, and Drinks at Non-Marine-Related Establishments

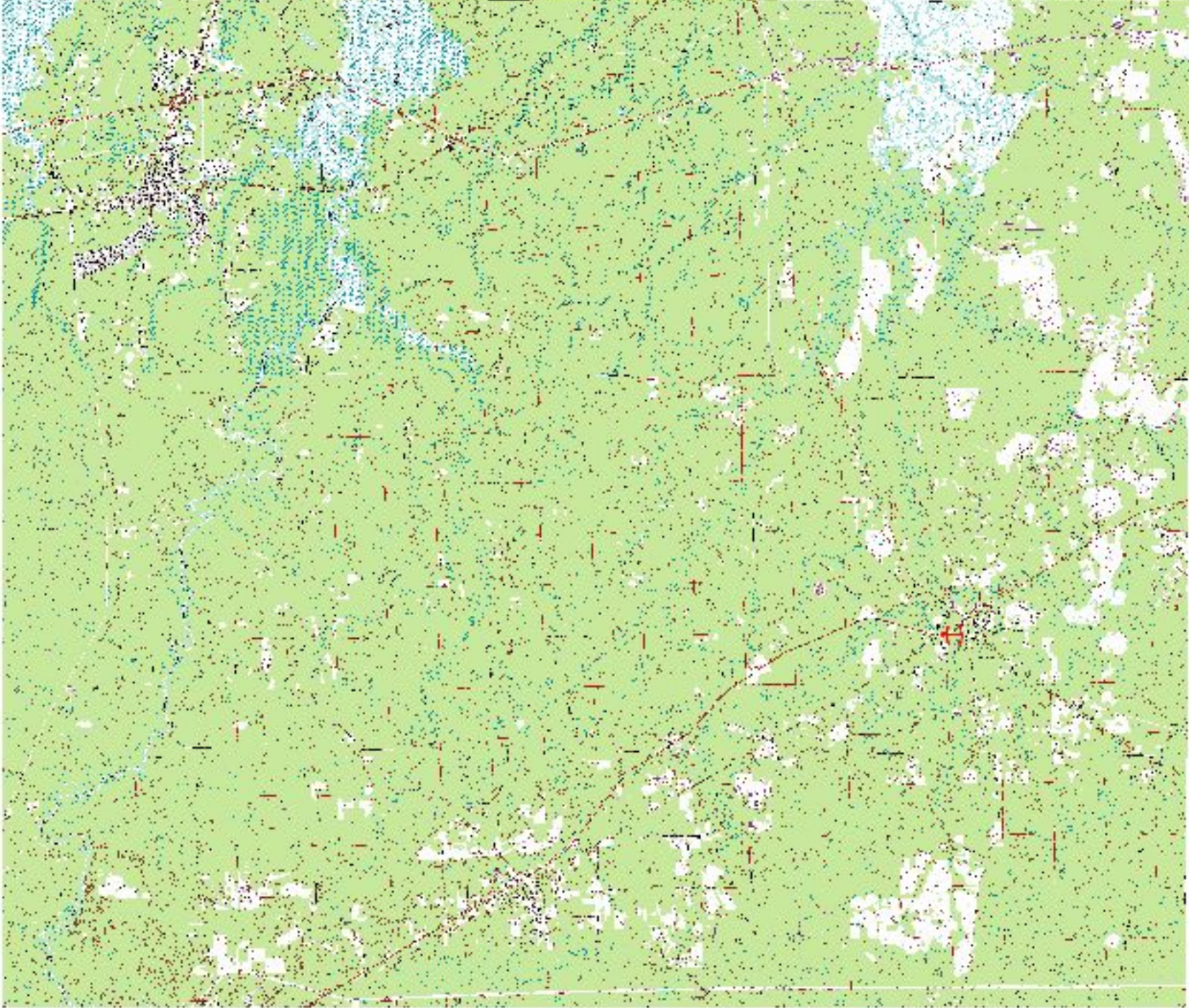
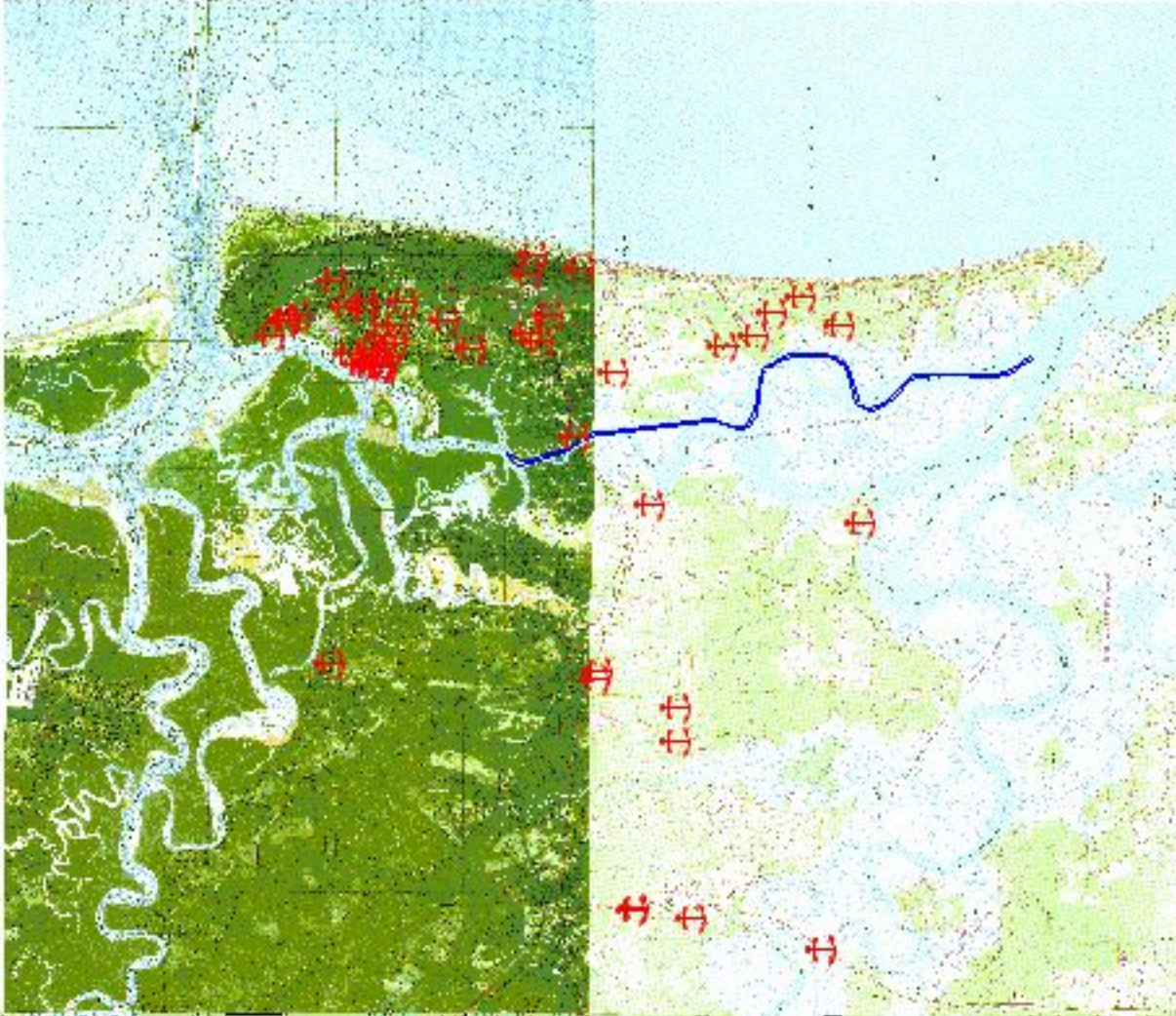
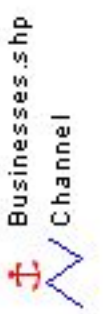
- Current existing conditions: \$4.4 million
- Cessation of maintenance: \$3.8 million
- Increased maintenance: \$4.4 million
- Assuming no recession: \$6.4 million

Vessel Draft Restrictions Assumed for Each Scenario

- Current existing conditions: 6.5 feet MLW
- Cessation of maintenance: 3 feet MLW
- Increased maintenance: 12 feet MLW
- Assuming no recession: 6.5 feet MLW



LOCATION MAP
NASSAU COUNTY
WATERWAY RELATED BUSINESSES



**FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM PROJECTS
IN NASSAU COUNTY**

Project Name	Project Number	Project Sponsor	Grant Amount	Total Cost
Wilson Neck Boat Ramp	NA-08-07	Nassau County	\$50,465	\$138,640
Mooring Field	NA-FB-05-01	City Of Fernandina Beach	\$12,500	\$25,000
Riverfront Boardwalk	NA-FB-05-02	City Of Fernandina Beach	\$112,500	\$225,000
Docks E, F & G Rehabilitation/ Replacement - Phase I	NA-FB-06-03	City Of Fernandina Beach	\$25,000	\$50,000
Mooring Field - Phase II	NA-FB-06-04	City Of Fernandina Beach	\$62,500	\$125,000
Docks E, F & G Rehabilitation - Phase II	NA-FB-07-05	City Of Fernandina Beach	\$221,860	\$443,720
Docks E, F, & G Rehabilitation, Phase II, Part B	NA-FB-08-06	City Of Fernandina Beach	\$168,000	\$336,000
Fernandina Beach Boat Ramp Construction (Withdrawn)	NA-FB-09-08	City Of Fernandina Beach	\$100,000	\$200,000
Fernandina Beach Harbor Marine Basin Dredging- Ph A	NA-FB-11-09	City Of Fernandina Beach	\$174,735	\$434,848
Fernandina Beach Harbor Marine Basin Dredging- Ph B	NA-FB-12-10	City Of Fernandina Beach	\$162,215	\$342,215
Breakwater Dock Improvements	NA-FB-13-11	City of Fernandina Beach	\$81,000	\$163,000
Marina Public Boat Ramp Dredging	NA-FB-14-12	City of Fernandina Beach	\$144,450	\$288,900
Marina Welcome Center Deck	NA-FB-14-13	City of Fernandina Beach	\$20,275	\$40,550
Mooring Field Improvements Ph I	NA-FB-14-14	City of Fernandina Beach	\$7,774	\$15,547
Dock 6 Fire Safety Enhancement	NA-FB-15-15	City of Fernandina Beach	\$5,000	\$10,000
Managed Moorind Field Phase IA	NA-FB-15-16	City of Fernandina Beach	\$74,350	\$148,700
Breakwater Dock Safety Phase II	NA-FB-15-17	City of Fernandina Beach	\$89,306	\$190,000
Marina Basin Maintenance Dredging	NA-FB-16-18	City of Fernandina Beach	\$151,650	\$303,300
Southern Basin Dock Realignment Phase I	NA-FB-16-19	City of Fernandina Beach	\$24,739	\$150,000
TOTALS:			\$1,688,319	\$3,630,420



**US Army Corps
of Engineers**®
Jacksonville District

IWW STATUS UPDATE
FIND Board of Commissioners Meeting
July 21, 2017



WORK ACTIVITIES IN FY 17:

1. IWW: Sawpit (Nassau County)
2. IWW: Volusia (Volusia County)
3. DMMA O-7 (Martin County)
4. DMMA O-23 (Martin County)
5. OWW/IWW: Crossroads (Martin County)
6. IWW: Broward Reach 1 (Broward County)
7. IWW: Bakers Haulover (Miami Dade County)



**US Army Corps
of Engineers**®
Jacksonville District

IWW STATUS UPDATE
FIND Board of Commissioners Meeting
July 21, 2017



AIWW = Atlantic Intracoastal Waterway Norfolk to St. Johns

IWW = Intracoastal Waterway Jacksonville to Miami (12' and 10' projects)

DMMA = Dredge Material Management Area

1. WORK ACTIVITY: IWW Sawpit (Nassau County)

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Plans and specification will kick off in FY 2018 to posture for receipt of funding in FY 2018 for the next o&m dredging event.

From last event: The AIWW Sawpit Reach 3 project consists of maintenance dredging of approximately 591,000 cubic yards (cy) of material from the AIWW channel and settling basins in Cuts 24-26A, 27, 27A, 27C; and adjoining advance maintenance areas in the waters of Sawpit Creek, the Amelia River, and Nassau Sound. The majority of the excavated material, 578,000 CY, will be placed in the Amelia Island State Park beach disposal site. The pumping distance between dredging areas and beach placement ranges from 4.0 miles to 1.5 miles. The material from Cut-27, totaling 13,000 CY is not beach compatible and will be placed upland in DMMA DU-2. DMMA DU-2 lies adjacent to Cut-26A and Cut-27.

SCHEDULE: TBD

FIND WORK ORDER: TBD

NAME OF CONTRACTOR: N/A

STATUS: Surveys will be requested Fall 2017.



**US Army Corps
of Engineers**®
Jacksonville District

IWW STATUS UPDATE FIND Board of Commissioners Meeting July 21, 2017



2. WORK ACTIVITY: IWW Volusia County

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: The Corps received supplemental Federal funding to complete dredging of the IWW in Volusia County. IWW Volusia will be combined with Ponce Inlet dredging for one contract action.

Project consists of dredging approximately 400k cubic yards from the Federal channel with placement within a nearshore disposal area. No beach placement with this contract as easements are not available.

SCHEDULE:

- | | |
|-------------------------------------|-------------------|
| • Complete plans and specifications | 27 September 2017 |
| • Start Synopsis | 7 September 2017 |
| • Advertise Contract | 18 October 2017 |
| • Award Contract | 15 December 2017 |

FIND WORK ORDER: none at this time

NAME OF CONTRACTOR: TBD

STATUS: Hydrographic surveys have been completed and identified 400k cubic yards within the IWW. FDEP permit is being modified for BOTH the IWW and Ponce Inlet to revise the placement area (will both be the same). SAJ is moving forward in obtaining additional geotechnical information with the help of ERDC for the permit mods. Permit mod package will be provided to FDEP end of July with an anticipated RAI for additional geotech.

After further investigation it was realized that there is not an active FDEP permit for offloading of Rattlesnake Island. In order to move forward with this, additional geotechnical data would be needed for a new permit and unfortunately ERDC does not have the capability to drill as deep as would be needed to test the material in the DMMA. Also, for a federal action, NEPA would need to be performed since offloading involves placing in the nearshore and we do not have NEPA for placing material from the DMMA there. Cannot jeopardize the October 2017 advertisement since that is the commitment we made to our Division and HQ office.



**US Army Corps
of Engineers**®
Jacksonville District

**IWW STATUS UPDATE
FIND Board of Commissioners Meeting
July 21, 2017**



3. WORK ACTIVITY: DMMA O-7 (Martin County)

CONTRACT AMOUNT: \$4,357,044

DESCRIPTION OF WORK: Construction of DMMA O-7.

SCHEDULE:

- Contract Award: 22 Nov 2016
- Required Construction Complete 14 July 2018

FIND WORK ORDER: Funding for completion of P&S was funded with 100% Federal funding and construction is funded by FIND. A work order for construction funds was presented and approved at the March 2016 FIND Board meeting.

NAME OF CONTRACTOR: Cody Construction

STATUS: The contract for construction of DMMA O-7 was awarded on 22 November 2016 for \$4,357,044 with a required construction completion date of 14 July 2018.

A modification to the contract is being worked which will allow the contractor to fill in the furrows that are located around the perimeter of the site. If there is any surplus material that material will be stored within the fence line of the site. Once the government estimate is complete, SAJ will coordinate with staff. Anticipate being able to fund this with funds on hand.



**US Army Corps
of Engineers**®
Jacksonville District

**IWW STATUS UPDATE
FIND Board of Commissioners Meeting
July 21, 2017**



4. WORK ACTIVITY: DMMA O-23 (Martin County)

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Development of Plans and Specifications for the construction of DMMA O-23 which is located in Martin County, Florida.

SCHEDULE (Tentative):

- | | |
|---------------------------------|-------------|
| • Initiate P&S | 14 Nov 2017 |
| • Complete NEPA | 29 Nov 2017 |
| • Complete P&S with all reviews | 22 May 2018 |
| • Advertise Contract | 6 June 2018 |
| • Receive Bids | 5 July 2018 |
| • Contract Award: | 2 Aug 2018 |

FIND WORK ORDER: P&S will be funded 100% with Federal funding. Construction of DMMA O-23 will be with FIND Contributed Funds.

NAME OF CONTRACTOR: TBD

STATUS: O-23 will utilize the same weir system as O-7. There is a federally listed plant, reindeer lichen, which grows in scrub areas which is present on the site. A site visit between Corps, FIND and resource agencies occurred on 8 June 2017 to discuss the plant species and the path forward. It was determined that the plant could be relocated as planned. Survey field work complete. Anticipate a work order being presented in April 2018 at the FIND Board meeting for construction funding.



**US Army Corps
of Engineers**®
Jacksonville District

**IWW STATUS UPDATE
FIND Board of Commissioners Meeting
July 21, 2017**



5. WORK ACTIVITY: IWW Crossroads (Martin County)

CONTRACT AMOUNT: N/A

DESCRIPTION OF WORK: Staff has identified a small problematic shoal within Crossroads.

FIND WORK ORDER: N/A

NAME OF CONTRACTOR: Corps Dredge - Currituck

STATUS: The Corps received over \$1.2M in supplemental funding because of Hurricane Matthew for the Crossroads area of the IWW (intersection of IWW/OWW/St. Lucie Inlet). The Currituck started dredging on 1 March and completed on 22 March with a total of 34,000 CY removed.

FIND is interested in the Currituck also dredging the wideners in the area (approx. 9,100 CY) that was identified by Taylor Engineering as a means to stretch out the dredging interval (from 2-3 years out to 5 years). Both a FDEP permit and Department of Army Permit have been completed however Taylor is proceeding with a permit mod which would allow the widener material to be placed within the existing settling basin in St. Lucie Inlet. The current path forward is to bring the Currituck back early 2018 (a delay from late fall 2017) and re-dredge the Crossroads reach AND dredge the widener. The mfr to Division requesting that the widener be included within our normal O&M of this area was completed and sent to Division for their review. PM spoke with Division and all are in agreement that this is the smart thing to do, however, the mfr will go through a review process.



**US Army Corps
of Engineers**®
Jacksonville District

IWW STATUS UPDATE
FIND Board of Commissioners Meeting
July 21, 2017



6. WORK ACTIVITY: IWW Broward Reach 1 (Broward County)

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: A hydro survey was performed by Morgan and Ecklund and provided to the Corps on 26 June 2014. There is approximately 50k cy of material located within the federal channel down to 10' and 80k cy down to 10'+2'. Even at 80k cy, given the small quantity, the most cost effective way to pursue the dredging would be utilization of a Corps of Engineers dredge, either the Currituck or Murden, and dispose of in the nearshore.

SCHEDULE:

- | | |
|---|---------------|
| • Complete Environmental Assessment (incl public reviews) | 23 March 2018 |
| • Obtain Water Quality Certification | 23 Feb 2018 |
| • Obtain updated Survey | 20 April 2018 |
| • Provide Dredge Orders to SAW | 4 May 2018 |
| • SAW Dredge | Summer 2018 |

FIND WORK ORDER: Current path forward is to proceed with dredging with a Corps hopper dredge unless it is determined that the quantity is large enough to justify a standard procurement. Anticipate a work order being presented to the FIND Board if Federal funding is not received in the FY 2018 budget/workplan.

NAME OF CONTRACTOR: TBD

STATUS: Based on preliminary discussions with the Hillsboro Inlet Chairman, Mr. Jack Holland, it has been suggested that we consider an alternative that requires us dredging material from the IWW and placing in within the existing Hillsboro Inlet Settling Basin. This would alleviate the need to obtain NEPA on a new nearshore placement area. The Hillsboro Inlet dredge would then move the material to the dry beach south of the Inlet. In order to do this we would need to modify Broward County's permit (JCP 0229394-001-JC) or obtain a new standalone permit. NEPA would also need to be addressed since IWW material has never been placed in this disposal location. Staff and the Corps plan to meet with both the Hillsboro Inlet District and Town of Hillsboro Beach 17/18 July 2017.



**US Army Corps
of Engineers**®
Jacksonville District

**IWW STATUS UPDATE
FIND Board of Commissioners Meeting
July 21, 2017**



7. WORK ACTIVITY: IWW Bakers Haulover (Miami Dade County)

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Bakers Haulover continues to be one of the highest frequency dredging needs within the IWW.

SCHEDULE:

- | | |
|---------------------|--------------|
| • Complete Synopsis | 12 July 2017 |
| • Advertise | 21 July 2017 |
| • Award Contract | 20 Sept 2017 |
| • Issue NTP | 20 Oct 2017 |

FIND WORK ORDER: N/A

NAME OF CONTRACTOR: TBD

STATUS: The Corps utilized \$300,000 in Hurricane Matthew Supplemental funding to remove an 8,100 CY shoal at Bakers Haulover in March 2017 using the Currituck. Disposal was in the extreme nearshore area at Bal Harbor Beach.

The Corps is full steam ahead for a contract to remove an additional 45,000 CY of material which will be placed on Bal Harbor Beach. Market research determined that there was interest in the small business community to proceed with a standard procurement vs. having the Currituck return. All permits are in place and valid. Contract will be awarded by the end of the FY.

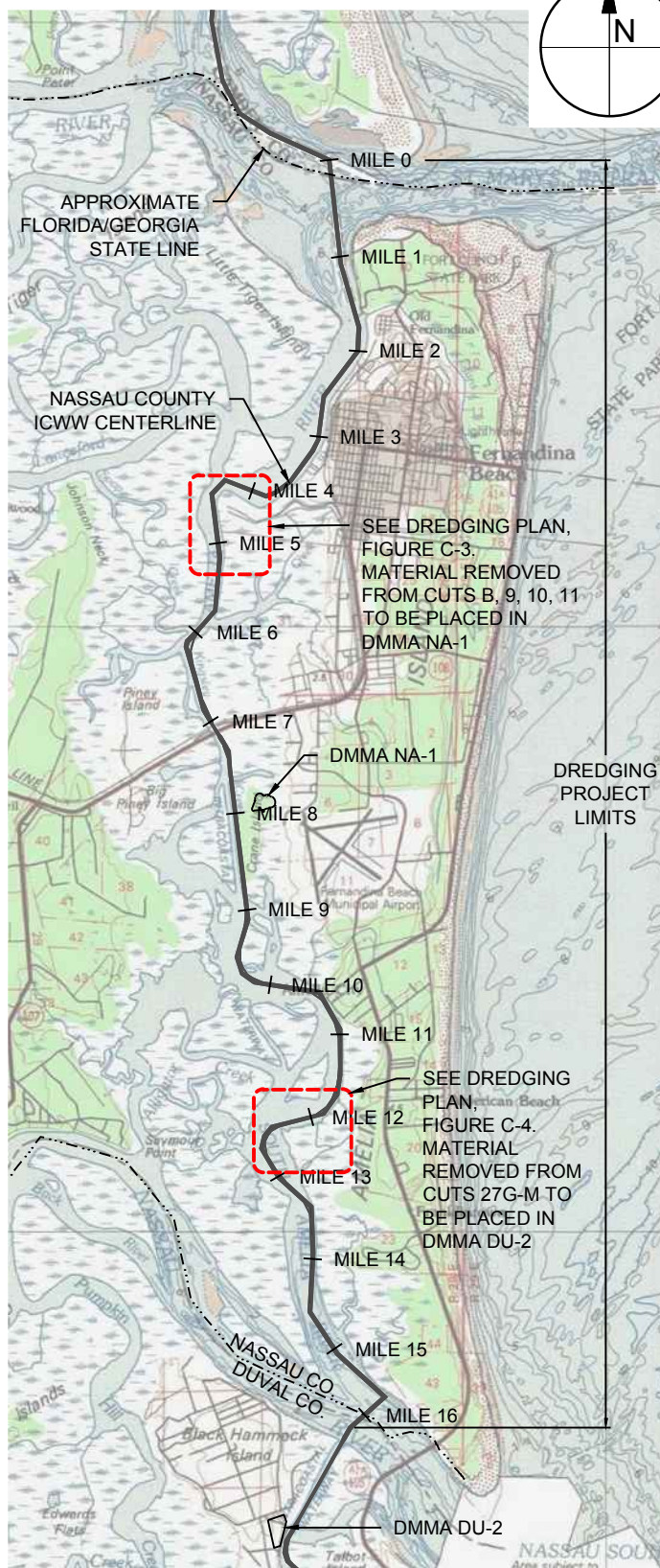


DRAWING INDEX

- C-1 TITLE SHEET
- C-2 OVERVIEW
- C-3 DREDGING PLAN CUTS A, B, 11, 10
- C-4 DREDGING PLAN CUTS 27-G THRU 27-M
- C-5 DREDGING PLAN CUTS A, B, 11, 10, ALT 2
- C-6 DMMA DU-2 PLAN
- C-7 DMMA NA-1 PLAN
- C-8 TYPICAL DREDGING SECTIONS

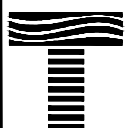
GENERAL NOTES:

1. HORIZONTAL DATA ARE IN FEET AND RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM BASED ON THE TRANSVERSE MERCATOR PROJECTION FOR FLORIDA, EAST ZONE (0901), NORTH AMERICAN DATUM, (NAD) OF 1983, 1990 ADJUSTMENT.
2. VERTICAL DATA ARE IN FEET AND RELATIVE TO MEAN LOWER LOW WATER (MLLW). MEAN LOWER LOW WATER WAS TRANSLATED FROM THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) UTILIZING THE LATEST VERSION OF VDATUM (VERTICAL DATUM TRANSFORMATION) PROVIDED BY THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA), NATIONAL OCEAN SERVICE (NOS).
3. INTRACOASTAL WATERWAY NASSAU COUNTY, FLORIDA CHANNEL BATHYMETRY SURVEY WAS CONDUCTED ON JULY 9-11, 2014 AND JANUARY 31, 2015 BY SEA DIVERSIFIED, INC.
4. TOPOGRAPHIC SURVEY OF FIND DMMA DU-2 WAS CONDUCTED BY SEA DIVERSIFIED, INC ON OCTOBER 7-8, 2015.
5. AERIAL IMAGERY TAKEN IN 2014 AND OBTAINED FROM GOOGLE EARTH. AERIAL IMAGERY DISPLAYED HEREON FOR INFORMATIONAL PURPOSES ONLY, NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THIS MAP.
6. FEDERAL NAVIGATION CHANNEL LIMITS OBTAINED FROM THE U.S. ARMY CORPS OF ENGINEERS JACKSONVILLE DISTRICT.
7. ALL DREDGE SPOIL WILL BE DISCHARGED WITHIN FLORIDA INLAND NAVIGATION DISTRICT (FIND) OWNED UPLAND DREDGED MATERIAL MANAGEMENT AREAS (DMMA) NA-1 AND DU-2.
8. DMMA'S ARE SITED TO REMAIN ON UPLAND PROPERTY ABOVE THE MEAN HIGH WATER LINE. DMMA'S WILL INCLUDE STAKED HAY BALES AND TURBIDITY CURTAINS AT ANY CONTROLLED OVERFLOW/DISCHARGE AREAS.
9. DREDGING IS PROPOSED IN TWO AREAS: FHP CUT-9 THROUGH AIWW CUT-B; AIWW CUT-27L THROUGH CUT-27G.



VICINITY MAP

1"= 10,000'



TAYLOR ENGINEERING INC.

10151 DEERWOOD PARK BLVD.
BLDG. 300, SUITE 300
JACKSONVILLE, FL 32256

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE C-1
TITLE SHEET
NASSAU CO. ICWW MAINT. DREDGING PERMIT
NASSAU COUNTY, FLORIDA

PROJECT C2015-048 DRAWN BY AF SHEET 1 of 8 DATE JAN 2016

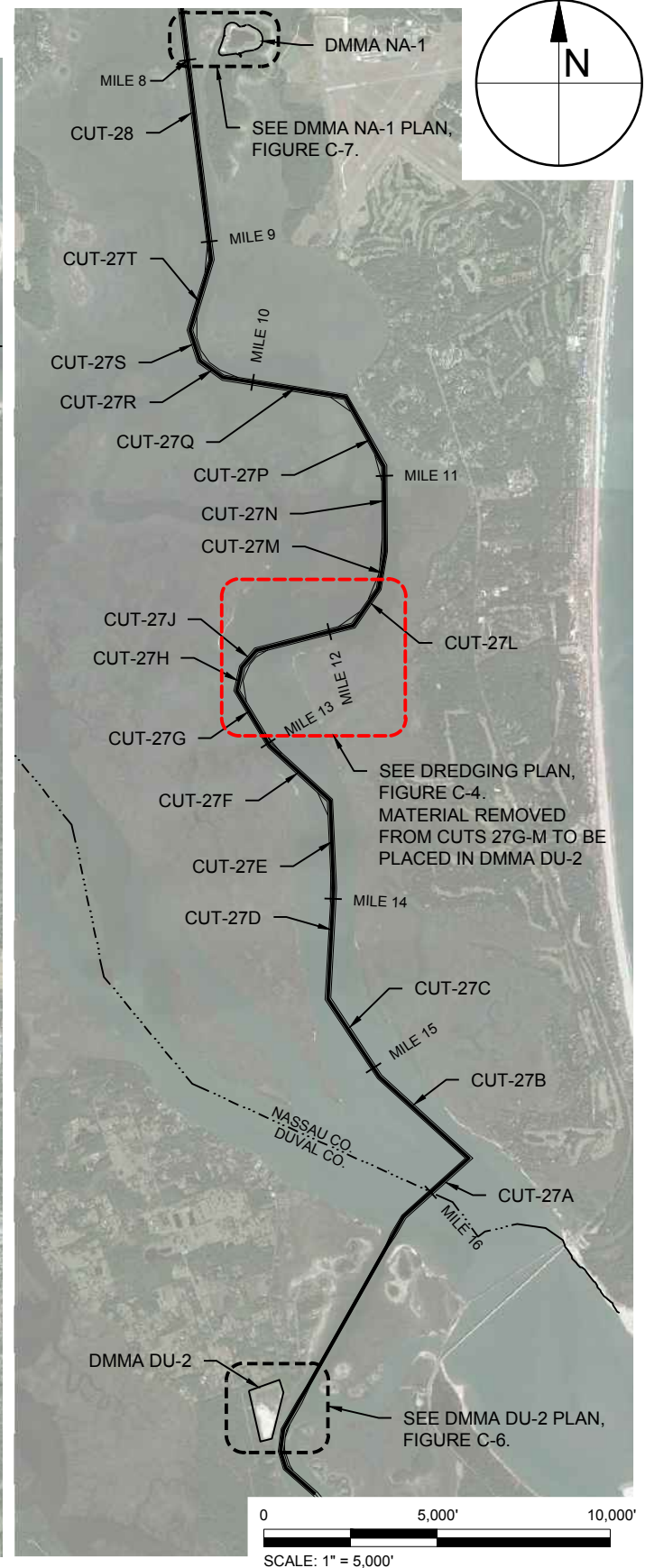
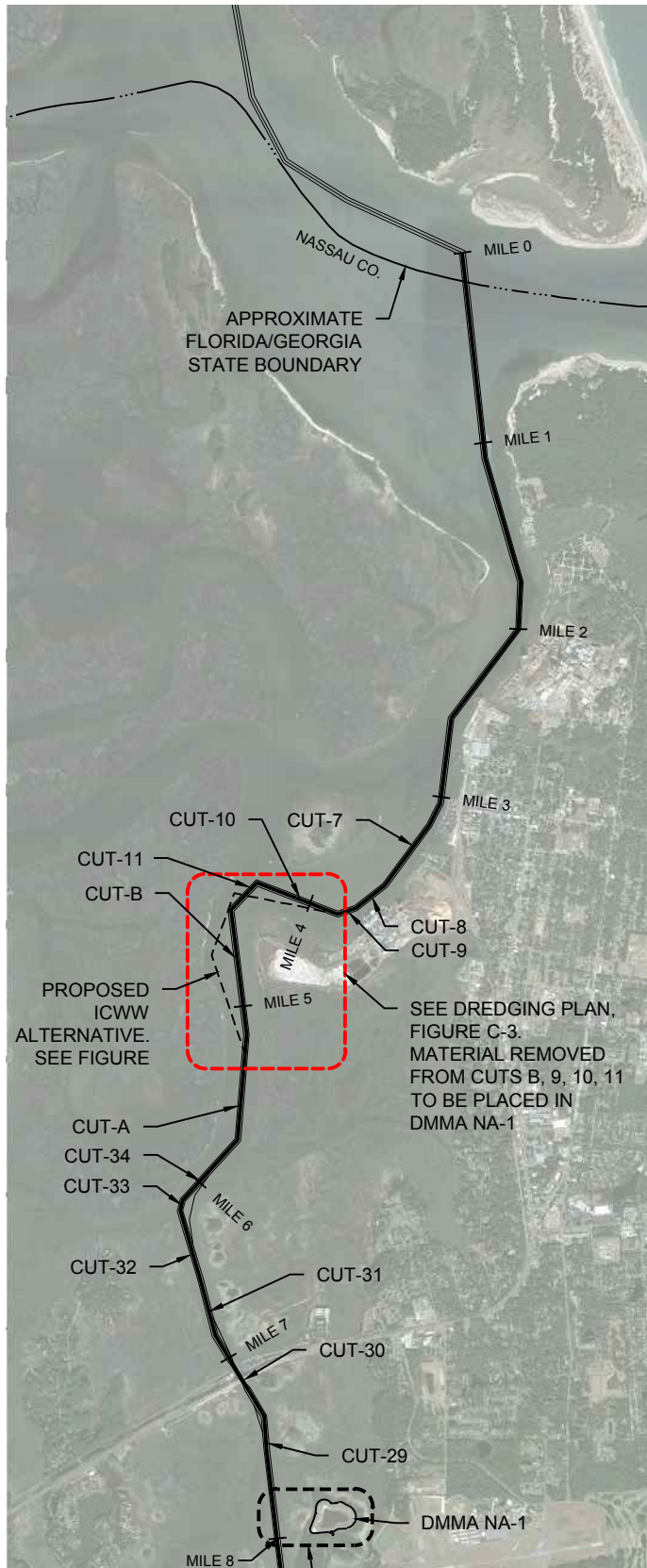
SEAL

DRAFT

BILL ALEY, PG. #16747

DATE

NOTE: DREDGING IS PROPOSED IN TWO AREAS: FHP CUT-9 THROUGH AIWW CUT-B; AIWW CUT-27L THROUGH CUT-27G.



ANTON FLEWELLING X:\SYSTEMS\PROJECTS\2015-048-FIND NASSAU REACH 1\PERMIT\2015-048-P-DREDGE OVERVIEW.DWG 3/16/2016 9:15:26 AM



TAYLOR ENGINEERING INC.

10151 DEERWOOD PARK BLVD.
BLDG. 300, SUITE 300
JACKSONVILLE, FL 32256
CERTIFICATE OF AUTHORIZATION # 4815

**FIGURE C-2
OVERVIEW
NASSAU CO. ICWW MAINT. DREDGING PERMIT
NASSAU COUNTY, FLORIDA**

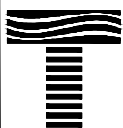
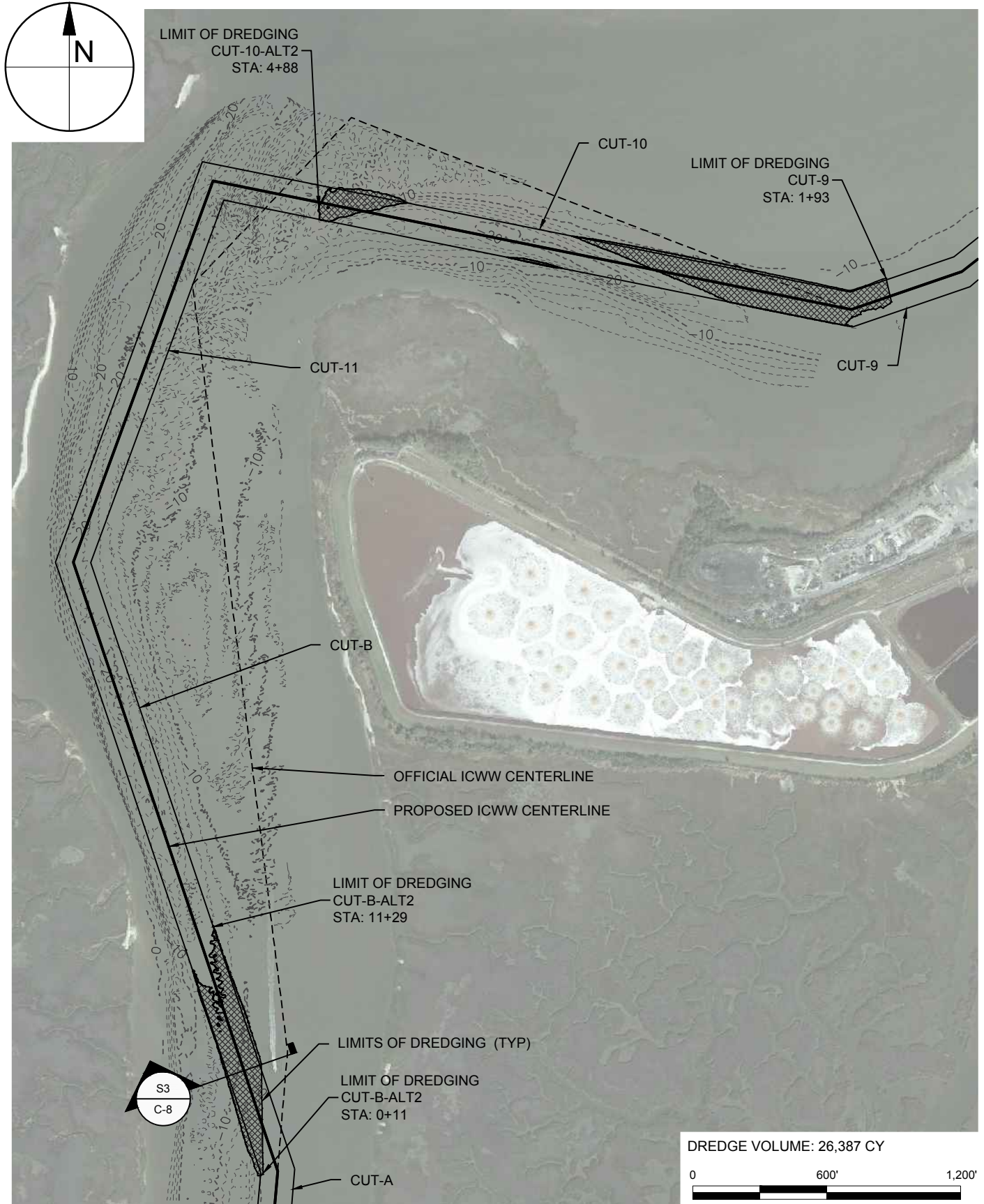
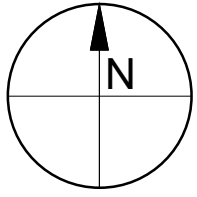
PROJECT C2015-048 DRAWN BY AF SHEET 2 of 8 DATE JAN 2016

SEAL

DRAFT

BILL ALEY, PG. #16747

DATE



TAYLOR ENGINEERING INC.

10151 DEERWOOD PARK BLVD.
 BLDG. 300, SUITE 300
 JACKSONVILLE, FL 32256

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE C-3

DREDGING PLAN CUTS A, B, 11, 10, ALT 2
 NASSAU CO. ICWW MAINT. DREDGING PERMIT
 NASSAU COUNTY, FLORIDA

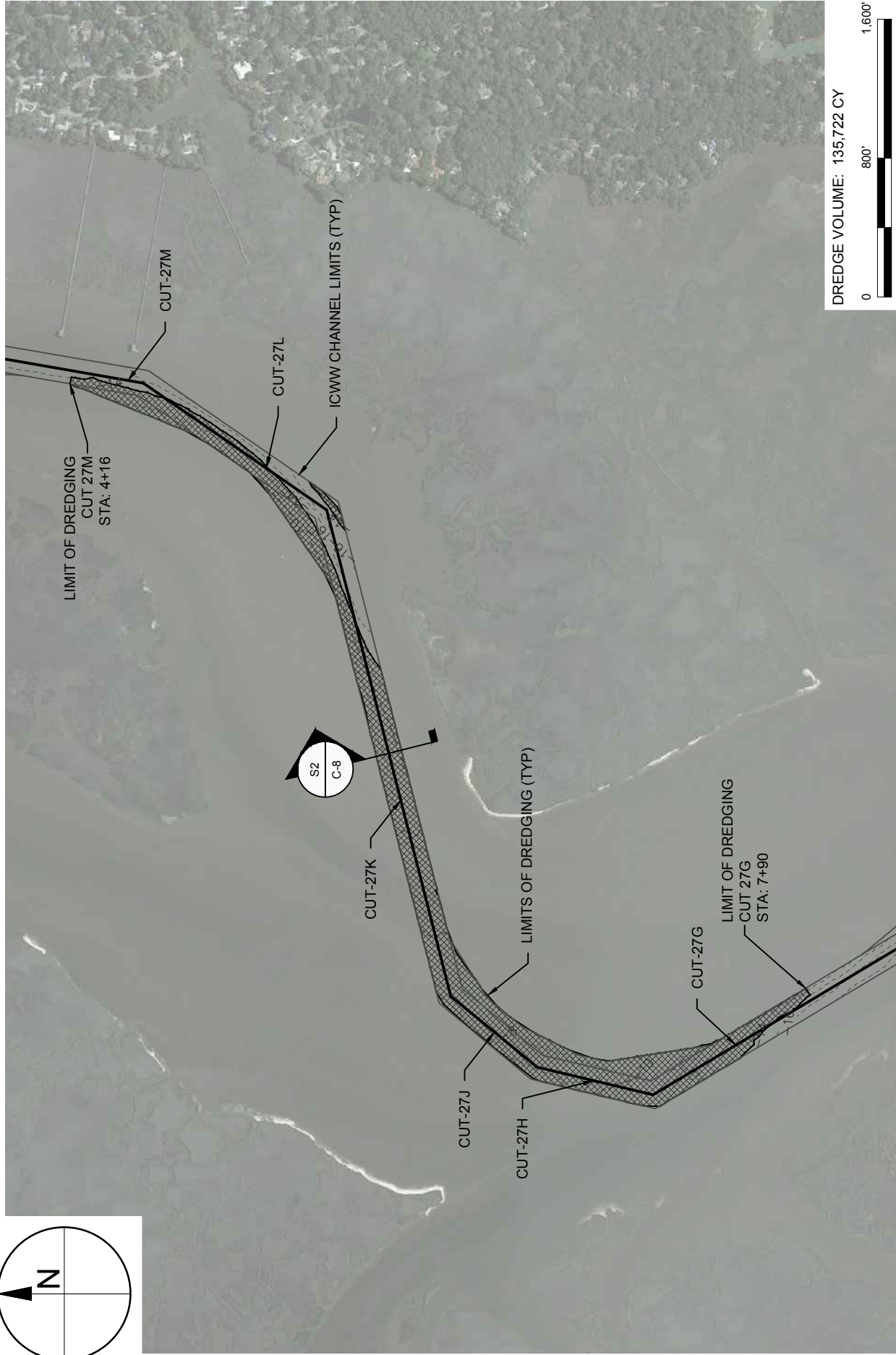
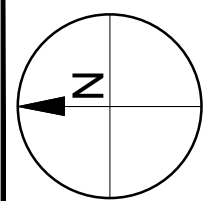
PROJECT	C2015-048	DRAWN BY	AF	SHEET	5 of 8	DATE	JAN 2016
---------	-----------	----------	----	-------	--------	------	----------

SEAL

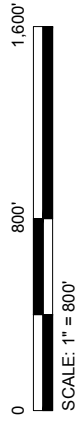
DRAFT

BILL ALEY, PG. #16747

DATE



DREDGE VOLUME: 135,722 CY





TAYLOR ENGINEERING INC.
10151 DEERWOOD PARK BLVD.
BLDG. 300, SUITE 300
JACKSONVILLE, FL 32256
CERTIFICATE OF AUTHORIZATION #4815

FIGURE C-4
DREDGING PLAN CUTS 27-G THRU 27-M
NASSAU CO. ICWW MAINT. DREDGING PERMIT
NASSAU COUNTY, FLORIDA

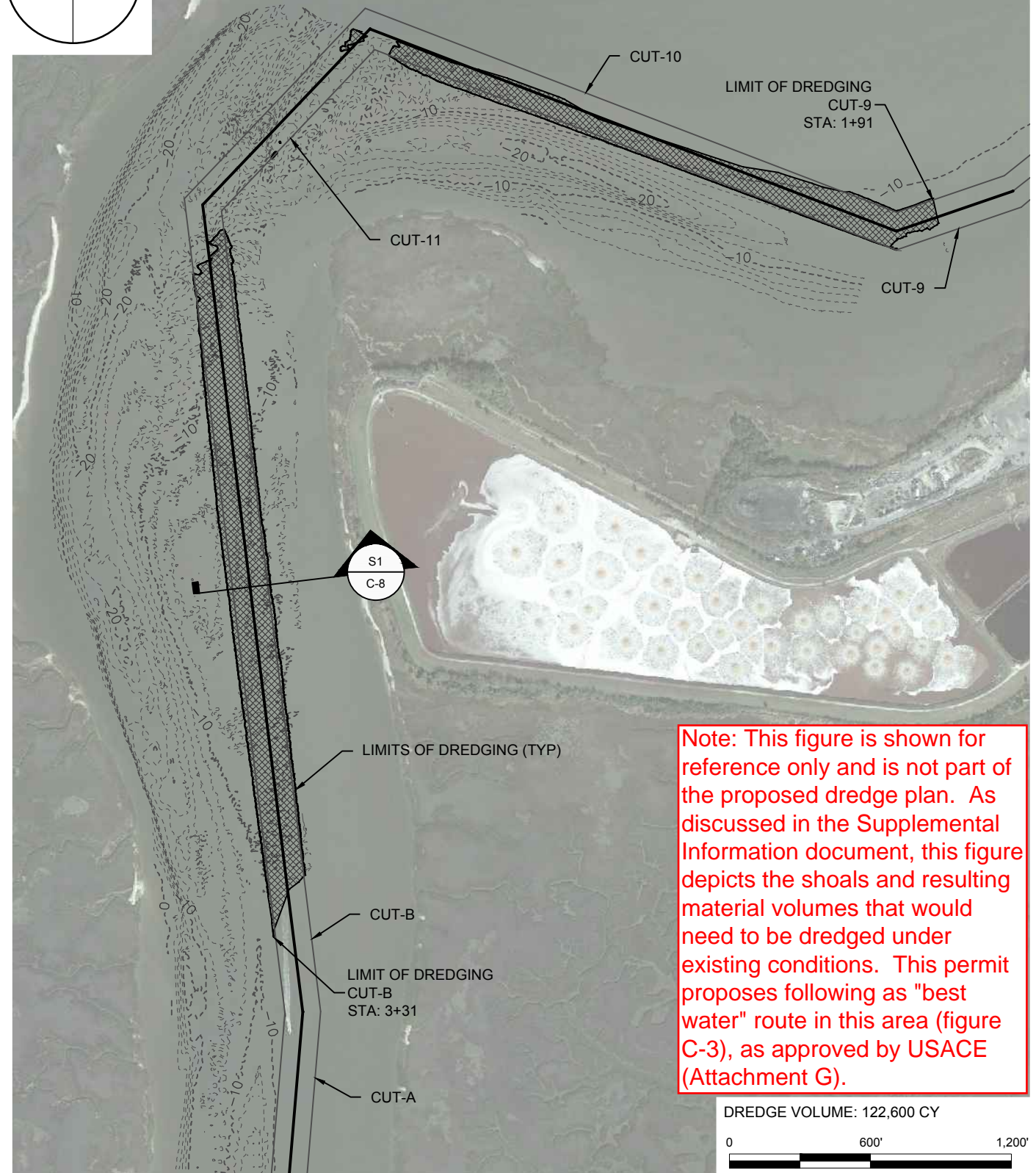
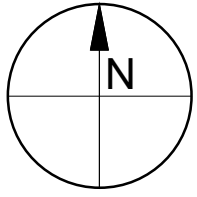
PROJECT	SEAL
C2015-048	
DRAWN BY	AF
SHEET	4 of 8
DATE	JAN 2016

DRAFT

BILL ALEY, PG. #16747

DATE

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



TAYLOR ENGINEERING INC.

10151 DEERWOOD PARK BLVD.
BLDG. 300, SUITE 300
JACKSONVILLE, FL 32256

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE C-5

DREDGING PLAN CUTS A, B, 11, 10
NASSAU CO. ICWW MAINT. DREDGING PERMIT
NASSAU COUNTY, FLORIDA

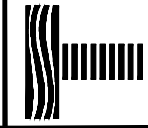
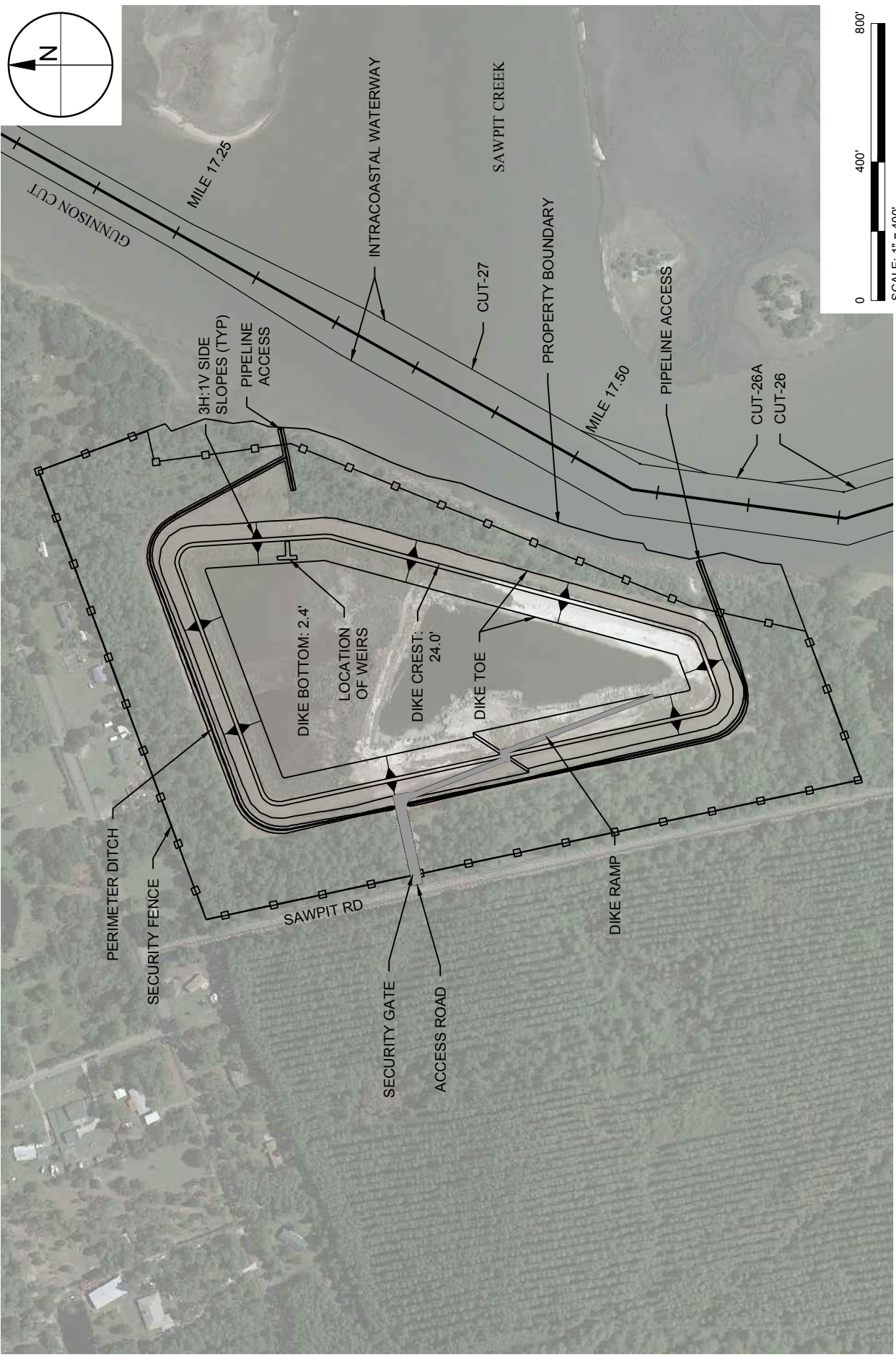
PROJECT	DRAWN BY	SHEET	DATE
C2015-048	AF	3 of 8	JAN 2016

SEAL

DRAFT

BILL ALEY, PG. #16747

DATE



TAYLOR ENGINEERING INC.
10151 DEERWOOD PARK BLVD.
BLDG. 300, SUITE 300
JACKSONVILLE, FL 32256
CERTIFICATE OF AUTHORIZATION #4815

FIGURE C-6
DMMA DU-2 PLAN
NASSAU CO. ICWW MAINT. DREDGING PERMIT
NASSAU COUNTY, FLORIDA

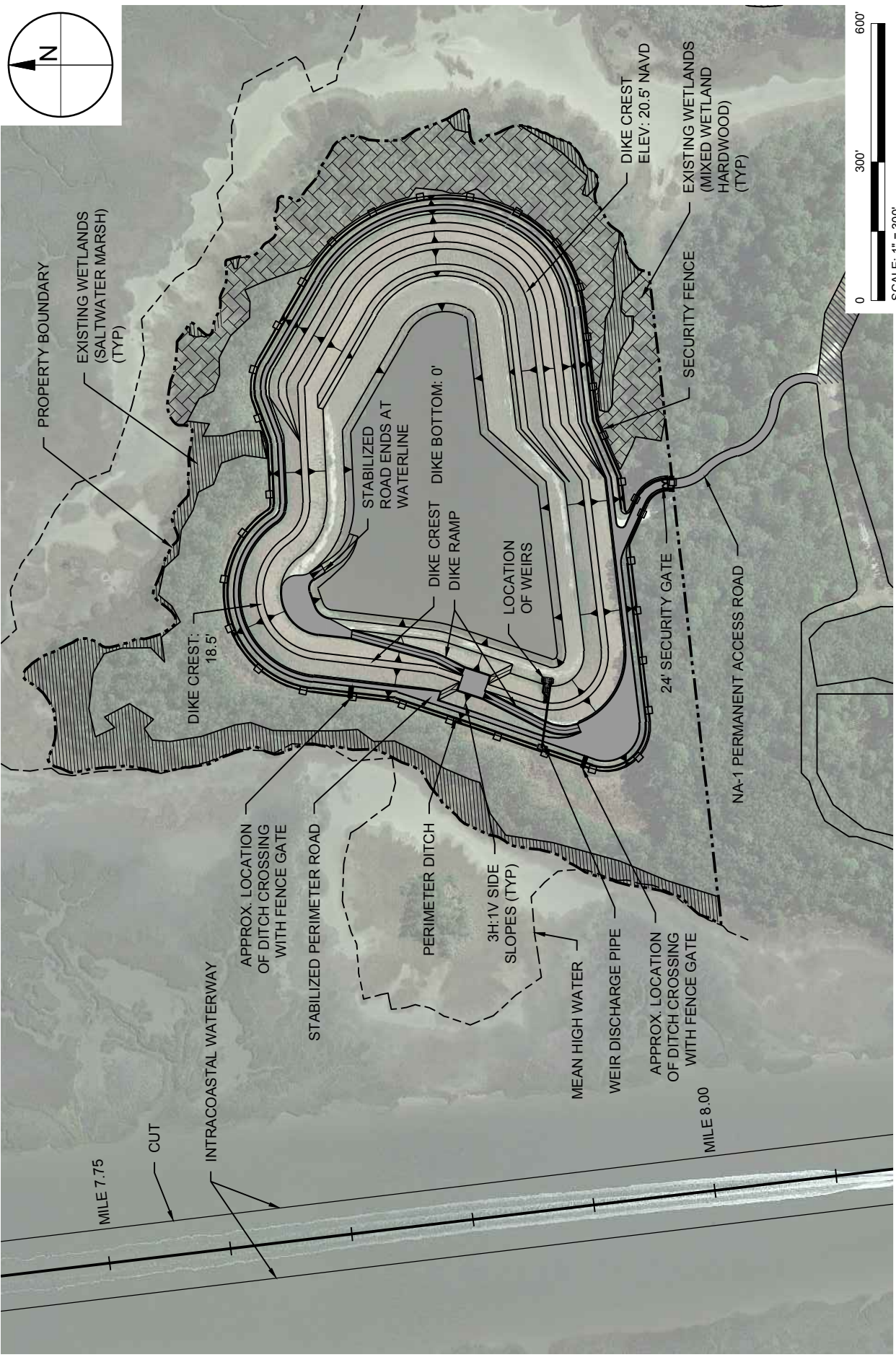
PROJECT	C2015-048
DRAWN BY	AF
SHEET	6 of 8
DATE	JAN 2016

SEAL

DRAFT

BILL ALEY, PG. #16747

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.





TAYLOR ENGINEERING INC.
10151 DEERWOOD PARK BLVD.
BLDG. 300, SUITE 300
JACKSONVILLE, FL 32256
CERTIFICATE OF AUTHORIZATION #4815

FIGURE C-7
DMMA NA-1 PLAN
NASSAU CO. ICWW MAINT. DREDGING PERMIT
NASSAU COUNTY, FLORIDA

PROJECT	SEAL
C2015-048	
DRAWN BY	AF
SHEET	7 of 8
DATE	JAN 2016

DRAFT

BILL ALEY, PG. #16747
DATE

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



ATLANTIC INTRACOASTAL WATERWAY MAINTENANCE DREDGING, NASSAU COUNTY, FLORIDA

SPECIFICATIONS AND CONTRACT DOCUMENTS

PREPARED FOR THE
FLORIDA INLAND NAVIGATION DISTRICT

By



10151 Deerwood Park Blvd
Bldg 300, Suite 300
Jacksonville, Florida 32256
Certificate of Authorization #4815
Phone: (904) 731-7040
Fax: (904) 731-9847
www.TaylorEngineering.com
(Taylor Engineering Contract No. C2015-048)

May 2017

SECTION 00 01 10**TABLE OF CONTENTS**

<u>SECTION</u>	<u>TITLE</u>
<u>DIVISION 00: PROCUREMENT AND CONTRACTING REQUIREMENTS</u>	
00 01 10	Table of Contents
00 01 15	List of Project Drawings
00 10 00	Bid Solicitation
00 21 13	Instruction to Bidders
00 41 63	Bid Form
00 41 63A	Bid Schedule
00 43 13	Bid Bond
00 45 01	Public Entity Crime Statement
00 45 02	Affidavit for Surety Company
00 51 00	Notice of Award
00 52 00	Contract
00 55 00	Notice to Proceed
00 61 13.13	Performance Bond
00 61 13.16	Payment Bond
00 65 19	Certificate of Substantial Completion
00 72 00	General Conditions
00 73 00	Supplementary Conditions
00 73 19	Safety and Occupational Health Requirements
00 73 19A	Drug-Free Workplace Form
00 94 63	Change Order
<u>DIVISION 01: GENERAL REQUIREMENTS</u>	
01 11 00	Summary of Work
01 29 00	Measurement and Payment
01 31 00	Project Management and Coordination
01 33 00	Submittal Procedures
01 35 43	Environmental Protection
01 40 00	Contractor Quality Control
01 50 00	Temporary Facilities and Controls
01 78 00	Project Closeout
<u>DIVISION 02 THROUGH 34 IS NOT REQUIRED</u>	

DIVISION 35: WATERWAY AND MARINE CONSTRUCTION

35 20 23

Dredging and Dredged Material Placement

DIVISION 40 THROUGH 48 IS NOT REQUIRED**APPENDICES**

Appendix A	11" x 17" Project Drawings
Appendix B	FDEP Permits: File No. 45-0291060 (001-EE, 002-EI, 003-EM) File No. 45-75835-009-EE (Fernandina Harbor Marina)
Appendix C	USACE Permits: No. SAJ-2016-00719 (RGP-SCW) No. SAJ-2008-03402 (SP-SCW), Modification 1 No. SAJ-1997-02063 (SP-BAL), Fernandina Harbor Marina
Appendix D	DMMA NA-1 Reconnaissance Report (June 8, 2016) DMMA DU-2 Reconnaissance Report (May 27, 2016)
Appendix E	Geotechnical Information
Appendix F	Bathymetric Survey Sea Diversified- Hydrographic Survey of the Intracoastal Waterway, Nassau County, Florida Bathymetric Survey of the Intracoastal Waterway at Cut-10 and Cut-B Shoal Areas, Nassau County, Florida
Appendix G	Utility Information Report of Investigation: Submerged Utility Location, Intracoastal Waterway Cut-8 through Cut -27D, Nassau County, Florida
Appendix H	Dredged Material Management Area As-Built Surveys
Appendix I	Draft Submittal Register
Appendix J	General Forms

-- End of Section --

SECTION 00 01 15**LIST OF PROJECT DRAWINGS**

<u>SHEET NO.</u>	<u>DRAWING TITLE</u>
C-1	TITLE SHEET
C-2	PROJECT OVERVIEW
C-3	DREDGING PLAN – CUTS 27G, 27H, & 27J
C-4	DREDGING PLAN – CUTS 27K & 27L
C-5	DREDGING PLAN – CUTS A, B & C
C-6	MARINA DREDGING PLAN (ALT 1)
C-7	MARINA DREDGING PLAN (ALT 2)
C-8	CROSS SECTIONS
C-9	CROSS SECTIONS
C-10	CROSS SECTIONS
C-11	CROSS SECTIONS
C-12	DMMA NA-1 PLAN
C-13	DMMA DU-2 PLAN
C-14	EROSION CONTROL DETAILS

--End of Section--

SECTION 00 10 00**BID SOLICITATION**

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477
(561) 627-3386

ATLANTIC INTRACOASTAL WATERWAY MAINTENANCE DREDGING; NASSAU, FLORIDA

The Florida Inland Navigation District (District) will receive sealed bids for the construction of the District's Intracoastal Waterway (ICWW) maintenance dredging project at its offices at 1314 Marcinski Road, Jupiter, Florida 33477 until **2 PM, local time July 10, 2017** and then, at said office, will be awarded to the qualified, responsible, and responsive Bidder presenting the lowest Bid. Bids will be opened at a public meeting and read aloud.

This project generally entails dredging approximately 170,000 cubic yards of material from two distinct areas of the Atlantic Intracoastal Waterway (AIW) in Nassau County, Florida. The northern AIW maintenance dredging area extends from the Fernandina Harbor Project (FHP) N-FHP-2 STA 2+00 (adjacent to Rayonier Performance Fibers, LLC) through AIW Cut-B STA 0+00. The southern dredging area extends from AIW Cut-27M STA 4+16 through AIW Cut-27G STA 7+87. This maintenance work will include excavation of the AIW channel to target elevations of -14 feet (ft) mean lower low water (MLLW) (project depth of -12 feet and 2-foot allowable overdredge). In accordance with permit conditions, material shall be dredged via the use of either a mechanical or hydraulic dredge to remove all material (inclusive of all in-channel debris) feasible from the dredge template. Dredged material from the northern maintenance area shall be offloaded at the ±35.5-acre dredged material management area (DMMA) NA-1 located on Crane Island in Fernandina Beach, Florida. Dredged material from the southern maintenance area shall be offloaded at the ±49.9-acre DMMA DU-2 located on Black Hammock Island in Jacksonville, Florida. This project also includes an Alternate Bid Item for potential maintenance dredging of approximately 45,000 CY of shoal material at the Fernandina Harbor Marina. The successful Bidder will have **180** calendar days from the Notice to Proceed to complete the entire project.

The District will hold a **MANDATORY** pre-bid meeting at **1:00 PM** on **June 15, 2017**. Attendees shall meet at the Fernandina Beach City Hall, Commission Chambers, at 204 Ash Street, Fernandina Beach, FL 32034. Prospective bidders are required to RSVP (with the name of all attendees) to Bill Aley, P.G. (Baley@Taylorengeering.com) no later than 2 calendar days (June 13) prior to the date of the meeting.

A Bid Bond will be required for bids that exceed \$200,000.00. Bids providing less than 90 days for District acceptance after the date bids are due will not be considered and will be rejected. Bidders may obtain the Contract Documents, Project Drawings, and Specifications from the offices of the District or the District's website (<http://www.aicw.org>) at no charge.

--End of Section--

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

RECEIPT AND OPENING OF BIDS

The Florida Inland Navigation District (herein called the "District") will receive bids at the location and date referenced in the Bid Solicitation section and then at said office all bids shall be opened at a public meeting and the name of each bidder and the price submitted in the bid shall be read aloud. Any bid received after the time and date specified will not be considered, but will be returned unopened. All bid information will be available at the District office when the District provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier. Bidders or their authorized representatives are welcome to request all bid information at that time.

Each Bid must be submitted in an opaque sealed envelope, addressed to:

Mark Crosley
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477
(561) 627-3386

Each sealed envelope containing a Bid must be plainly marked on the outside as "Bid for the Atlantic Intracoastal Waterway Maintenance Dredging; Nassau County, Florida" and the envelope should bear on the outside the name and address of the Bidder, and their Contractor's License Number and classification for the State of Florida. If the Bid is sent through the mail or other delivery system, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the District at the address above with the notation "BID ENCLOSED" on the face of it.

The District may waive any informalities or minor defects or reject any or all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. No Bidder may withdraw a Bid within 90 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the District and Bidder.

MANDATORY PRE-BID MEETING

The District will hold a **mandatory** pre-bid meeting and site visit (to the dredged material management areas) at the date, time, and place referenced in SECTION 00 10 00 BID SOLICITATION. Representatives of the District and Engineer will be present at the pre-bid meeting to discuss the project. All Bidders are required to attend and participate in the entire meeting. Failure on the part of any Bidder to attend the pre-bid meeting may, at the District's discretion, render his Bid unresponsive. The Engineer will transmit to all prospective Bidders of record such Addenda as the Engineer considers necessary in response to questions arising at the pre-bid meeting. Oral statements may not be relied upon and will not be binding or legally effective.

PREPARATION OF BIDS

All Bids shall be submitted on reproduced copies of the forms furnished in the following Sections of the Contract Documents.

FIND Documents:

1. 00 41 63 BID FORM
2. 00 41 63A BID SCHEDULE
3. 00 43 00 BID BOND (if bid exceeds \$200,000.00)
4. 00 45 01 PUBLIC ENTITY CRIME STATEMENT
5. 00 45 02 AFFIDAVIT FOR SURETY COMPANY

These forms, completed in their entirety, together with all other required documents including but not limited to copies of licenses, credentials, reference lists, and project descriptions constitute the "Bid," also called the "Bid Package."

All blank spaces on the BID FORM for Bid prices must be filled in ink or typewritten, and the BID FORM must be fully completed and executed when submitted. The total bid price must be written in both words and numbers. In the event of a conflict, the words shall govern. Amounts are products of the Bid Unit Prices multiplied by the estimated quantities. In the event of a conflict between the amounts and the Unit Prices, the Unit Prices shall govern.

CREDENTIALS OF BIDDERS TO BE SUBMITTED WITH BID

Each Bidder shall submit the documentation listed below with the bid package. Failure on the part of the Bidder to submit these items will render the Bid/Bidder unresponsive.

1. Copies of the Bidder's State or County (as applicable) Contracting licenses.
2. The names, addresses, and telephone numbers of three (3) references. Bidders shall use the REFERENCES form provided in SECTION 00 41 63 BID FORM.
3. Descriptions of at least three (3) projects of a similar nature that the Bidder has completed in the last three (3) years or currently has under way. Bidders shall use the SIMILAR PROJECTS form provided in SECTION 00 41 63 BID FORM.
4. Provide a narrative plan for execution of dredging and disposal of dredged material. Bidders shall use the BIDDERS PLAN form provided in SECTION 00 41 63 BID FORM.

Other information, including, but not limited to, additional references, financial data, evidence of qualification to conduct business in the jurisdiction where the project is located, and construction methods and equipment to be utilized in the completion of any portion of the work shall be provided upon specific request by the District. The District reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the District that such Bidder is properly qualified and licensed to carry out the obligations of the Contract Documents and to complete the Work contemplated therein.

INQUIRIES/ADDENDA

Verbal interpretations of the meaning of the Project Drawings, Specifications, or other Contract Documents will not be valid. Every request for interpretations shall be in writing and addressed to Bill Aley, P.G. via e-mail (Baley@Taylorengeering.com) or regular mail at Taylor Engineering, Inc., 10151 Deerwood Park Blvd, Bldg 300, Suite 300, Jacksonville, Florida 32256 (herein after called the "Engineer"), and to be given consideration must be received at least six (6) calendar days prior to the date fixed for the opening of Bids. Inquiries may also be faxed (904) 731-9847. The Engineer will record its responses to written and faxed inquiries and any supplemental instructions in the form of written Addenda. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if issued, will be mailed to all parties to whom the District provided Project Drawings and Contract documents (at the respective addresses for such purposes) not later than four (4) calendar days prior to the Bid opening date. Bidders must acknowledge receipt of the Addenda in their Bid. Failure of any Bidder to receive, or to acknowledge receipt of any such Addenda shall not relieve such Bidder from any obligation under its Bid as submitted, provided, however, that failure to so acknowledge receipt of any such Addenda may render a Bid unresponsive and result in its rejection. Bidders are advised to contact the Engineer and check the FIND's website (www.aicw.org) prior to submitting Bids to satisfy themselves as to the existence and number of all such Addenda. All Addenda so issued shall become part of the Contract Documents.

PERFORMANCE OF WORK BY THE CONTRACTOR

The Contractor shall perform Work equivalent to at least forty percent (40%) of the total amount of the Work to be performed under the Contractor with his own organization.

JOINT VENTURE

If the Bid involves a joint venture, a copy of the joint venture agreement shall be included with the Bid along with the attached "Statement of Business Organization."

PUBLIC ENTITY CRIMES

Any Bidder, or any of his Suppliers, Subcontractors, or Consultants who shall perform Work which is intended to benefit the District, shall not be a convicted vendor or, if the Bidder or any of his Suppliers, Subcontractors, or Consultants has been convicted of a public entity crime, a period longer than 36 months shall have passed since that person was placed on the convicted vendor list. Each Bidder shall submit a completed Public Entity Crime Statement with the Bid Form. The Bidder shall use the form provided in SECTION 00 45 01 PUBLIC ENTITY CRIME STATEMENT for this purpose. The Bidder further understands and agrees that any Contract issued as a result of this solicitation shall be either voidable by the District or subject to immediate termination by the District, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 F.S. The District, in the event of such termination, shall not be liable to the Contractor for any work or materials furnished.

BID GUARANTY

Bidders are not required to provide a Bid Bond if the Bid amount is less than or equal to \$200,000.00, unless specified in the Supplemental conditions. Each Bid greater than \$200,000.00 must be accompanied by the District's Bid Bond form meeting the standards specified in the General Conditions, including those applicable to the Sureties for the Payment Bond and Performance Bond specified in the General Conditions. The Bond shall be written on the Bid Bond form provided by the District, with Affidavit for Surety Company attached, in an amount not less than ten percent (10%) of the amount of the Bid. The successful Bidder is required to use the District's forms provided in the Contract Documents. Alternate Bond forms will not be accepted. Failure to use the District's Bond forms shall render the Bid unresponsive.

In lieu of the Bid Bond, the Bid may be accompanied by a certified check of any national or state bank made payable to the District in an amount not less than ten percent (10%) of the amount of the Bid. The Bid Bond or certified check shall be conditioned upon the Bidder's:

- A. not withdrawing said Bid within thirty (30) days after date of opening of the same, and
- B. within fifteen (15) calendar days after the prescribed forms are presented to the Bidder:
 - (1) entering into a written Contract with the District, in accordance with the Bid as accepted;
 - (2) providing evidence of insurance in the manner specified by the District; and
 - (3) if the Bid exceeds \$200,000.00, providing a Payment Bond and a Performance Bond as specified in the General Conditions (or, in lieu of the Statutory Payment Bond or Common Law Performance Bond, having provided an alternate form of security as specified in the General Conditions).

Any securities that may be received will be returned to all Bidders, with the exception of the two (2) highest ranked Bidders, within thirty (30) calendar days after the opening of the Bids. Bid bonds will not be returned to the Bidders, unless specifically requested by the Bidder. Any certified check of the two (2) highest ranked Bidders will be returned to them promptly after the District and the successful Bidder have (i) executed the Contract for the work, and (ii) the Contractor (successful Bidder) has secured and tendered to the District a valid and acceptable Payment Bond and a Performance Bond as specified in the General Conditions (or, in lieu of the Payment bond or Performance Bond, having provided an alternate form of security as specified in the General Conditions). Failure of the District to execute the Contract within sixty (60) days after the date of the Bid opening shall initiate release of the Bid Bond, certified check, cashier's check, treasurer's check or bank draft of the highest ranked and second highest ranked Bidders unless mutually agreed otherwise.

POWER OF ATTORNEY

Attorneys-In-Fact who sign Bonds must file with such Bond a certified copy of their power of attorney to sign said Bonds.

WITHDRAWAL OF BIDS

Any Bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof provided that the Bidder submits a written request signed by an authorized representative of the firm that submitted the Bid. No Bidder may withdraw a Bid within 30 days after the actual date of the opening thereof.

NOTICE OF INTENDED AWARD

Tentative Bid tabulations will be posted to the District's web page, www.aicw.org, under the bid file folder within three (3) working days of the Bid opening. After completion of the review of the Bids and approval by the District's Board of Commissioners, a final Bid tabulation will be posted to the District's webpage. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

ACCEPTANCE OR REJECTION OF BIDS

The District reserves the right to reject any or all Bids when (i) such rejection is in the interest of the District; (ii) such Bid is void per se; or (iii) the Bid contains any irregularities, PROVIDED, however, that the District reserves the right to waive any minor irregularities and to accept the most responsive and qualified Bid as determined by the District. Bids will be considered irregular if there are omissions, unauthorized alterations of any forms, additions not called for, conditional or unauthorized alternate Bids, or other irregularities of any kind. The District reserves the right to request a written confirmation of the Bid and the responsibility of the Bidder prior to the awarding of the Contract. Failure of the Bidder to confirm the Bid within seven (7) working days from the date of the District's request shall render the Bid unresponsive and will entitle the District to award to the next highest ranked qualified Bidder and shall require forfeiture of the Bid Guaranty.

The Contract will be awarded to the qualified, responsible, and responsive Bidder presenting the lowest Bid.

LOWEST BIDS WILL BE EVALUATED BASED ON THE BASE BID ONLY. THE ALTERNATE BID ITEMS WILL BE CONSIDERED AND EVALUATED SEPERATELY FROM THE BASE BID.

CONTRACT

The Bidder understands that the Bid form does not constitute a Contract with the Bidder. A binding Contract does not exist until the Contract has been executed by both parties. The Bidder to whom the award is made shall, within fifteen (15) calendar days after receipt of the Contract, execute the Contract in the form attached, entering into a Contract with the District. The executed Contract should be returned to the District accompanied by the required Certificates of Insurance, Performance and Payment Bonds as set forth herein. If the Bidder fails to execute the Contract or provide the insurance and Bonds within fifteen (15) calendar days after receipt of the Contract, there shall be just cause for the annulment of the award and forfeiture of the Bid Guaranty to the District. Award may then be made to the next lowest qualified, responsible, and responsive Bidder or the Work may be re-advertised at the District's sole discretion.

NOTICE TO PROCEED

The Notice to Proceed will be issued within fifteen days (15) of receipt and acceptance of the pre-construction submittals by the District. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the District and Contractor. If the Notice to Proceed has not been issued within the allowed time or within the period mutually agreed upon, the Contractor may terminate the Contract without further liability on the part of either party.

PROJECT DRAWINGS AND SPECIFICATIONS

Up to six (6) sets of the Project Drawings and Specifications will be provided free of charge to the successful Bidder upon award.

SUBSTITUTE MATERIAL AND EQUIPMENT

A Contract, if awarded, will be on the basis of material and equipment described in the Project Drawings and Technical Specifications without consideration of possible substitute or an "equivalent" or "equal" item. Whenever it is indicated that a substitute or an "equivalent" or "equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Engineer, application for such acceptance will not be considered by the Engineer until after the date of execution of the Contract. In all cases, the low Bidder shall be determined on the basis of the base Bid which shall reflect the costs for the materials and equipment specified. Bidders unable to provide the specified materials and equipment shall be determined unresponsive.

CONDITIONS OF WORK

The Contract Documents contain the provisions required for the construction of the Work. Information obtained from an officer, agent, or employee of the District, Port or Engineer, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Contract. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to so familiarize themselves shall in no way relieve any Bidder from any obligation in respect to their Bid.

All applicable federal, state, and local laws and regulations shall apply to the Work throughout the Contract.

EQUAL OPPORTUNITY

The Florida Inland Navigation District recognizes fair and open competition as a basic tenet of public procurement. Contractors doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age, or sex. In addition, The District encourages contractors doing business with the District to solicit and utilize minority business enterprises (as defined in Section 288.703, Florida Statutes) as subcontractors and suppliers to the greatest extent possible.

--End of Section--

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") dated as of this _____ day of _____, 2017, by and between FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district of the State of Florida, hereinafter referred to as Landlord, and the CITY OF FERNANDINA BEACH, FLORIDA., a Florida municipal corporation, hereinafter referred to as Tenant.

RECITALS

- A. Landlord is the owner of a parcel of land located in Nassau County, Florida intended for use as a dredged material management area for the long-term maintenance of the Atlantic Intracoastal Waterway, said parcel being designated in the Landlord's Long Range Dredging Plan as DMMA NA-1 (the "Premises").
- B. Tenant is undertaking the dredging of the City Marina located at 3 S. Front Street Fernandina Beach, FL 32034 (the "Project").
- C. Tenant has requested Landlord to make the Premises available to Tenant for the handling and dewatering of dredged material generated by the Project.
- D. DISTRICT is of the opinion that such use by the LESSEE pursuant to the provisions of this agreement is in the public interest.
- E. Landlord is willing to make the Premises available to Tenant for the Project upon the terms and conditions of this Lease.

WITNESSETH

THEREFORE, in consideration of Ten Dollars (\$10.00), the promises and mutual covenants and agreements contained herein, and other valuable consideration, the sufficiency of which is mutually acknowledged, Landlord and Tenant hereby agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true, correct and incorporated herein by reference.

2. PREMISES/TERM/LICENSE

- a. Landlord hereby leases to Tenant that property located in Nassau County, Florida and known as DMMA NA-1, as more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (the "Premises"), for a term commencing _____, 2017, and terminating _____, 201__ (the "Term").

- b. Landlord hereby grants to Tenant a non-exclusive license ("License") to enter upon the Premises for the purpose of removing the dredged materials deposited by Tenant pursuant to this Lease ("Tenant's Dredged Material"). The License shall commence at the end of the Term and shall expire at the earlier of the completion of the removal of Tenant's Dredged Material to Landlord's satisfaction or _____, 201__.

3. PAYMENT OF RENT

- a. Tenant hereby covenants and agrees to pay to Landlord as rent for the term of this Lease a base rent in the amount of One Hundred and No/100 Dollars (\$100.00) plus \$0.10 per cubic yard placed on the Premises per month ("Base Rent"), together with applicable sales taxes thereon. Base Rent is due and payable monthly in advance on the first day of each calendar month.
- b. Tenant shall make any and all payments due hereunder to Landlord at that address set forth as follows unless otherwise notified by Landlord in writing:

FLORIDA INLAND NAVIGATION DISTRICT
ATTN: EXECUTIVE DIRECTOR
1314 MARCINSKI ROAD
JUPITER, FLORIDA 33477-9427

- c. Tenant agrees to pay any and all charges and deposits for utilities serving the Premises in addition to said Rent.
- d. Tenant shall pay such other charges without demand and without setoff all sums of money or charges as required to be paid by Tenant under this Lease. If such amounts or charges are not paid at the time provided in this Lease, they shall be collectible as additional charges with the next installment of rent due hereunder and shall bear interest from the due date thereof to the date of payment at the rate of eighteen percent (18%) per annum or such lesser rate as shall be the maximum permitted by law.

4. COVENANTS OF LANDLORD

Landlord covenants that said Tenant, on paying the said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said Premises for the term aforesaid, PROVIDED ALWAYS, that this Lease is conditioned upon the prompt payment of rent in the manner and at the time stated herein and that there shall be no breach by Tenant of any of the other covenants or agreements of this Lease on Tenant's part to be performed. In any or either of such events, Landlord may immediately, or at any time thereafter and without demand or notice, enter into and upon the Premises and repossess

the same without becoming a trespasser, without prejudice to Landlord's legal rights to recover rent.

5. INTENTIONALLY DELETED

6. USE OF PREMISES/CONDUCT OF BUSINESS

- a. Tenant shall continuously occupy and use the Premises solely for the dewatering and temporary storage of dredged materials generated by the Project (hereinafter called the "Permitted Use"). Tenant shall not use the Premises for any other uses without Landlord's prior written consent.
- b. Tenant shall, at Tenant's expense, comply with all laws, ordinances and regulations of the United States, State of Florida, and the County of Palm Beach, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the Premises, and shall not make any use of the Premises which shall unreasonably disturb Landlord's neighbors or otherwise become a nuisance.

7. TENANT'S FIXTURES AND ALTERATIONS

- a. Tenant agrees that it will not make any alterations (whether structural or otherwise), improvements or additions to the Premises without first obtaining the written consent of Landlord, which shall not be unreasonably withheld or delayed. All alterations, improvements and additions made by Tenant and all chattels affixed by Tenant to the Premises shall be removed from the Premises at the expiration or earlier termination of this Lease, except as otherwise provided herein.
- b. In addition to the above, Tenant shall also procure from the appropriate governmental agencies all necessary permits and authorizations before proceeding with any alteration, repair or improvement, and shall at all times comply with such permits and all conditions thereof, all at Tenant's expense.

8. ASSIGNMENT AND SUBLETTING

- a. Tenant shall not voluntarily, involuntarily, or by operation of law, assign, transfer, mortgage or otherwise encumber (herein collectively referred to as an "assignment") this Lease or any interest of Tenant herein, in whole or in part, nor sublet the whole or any part of the Premises, nor permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of Landlord in each and every instance, which shall not be unreasonably and

arbitrarily withheld. The consent of Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this Lease or any interest of Tenant herein be assigned or if the whole or any part of the Premises be sublet or used or occupied by others after having obtained Landlord's prior written consent thereto, Tenant shall nevertheless remain fully liable for the full performance of all obligations under this Lease to be performed by Tenant and Tenant shall not be released therefrom in any manner.

- b. Should Tenant, in violation of the provisions of this Paragraph, assign this Lease, or sublet the Premises or any portion thereof without obtaining Landlord's prior written consent, then such assignment or sublease shall be null and void and of no force and effect. Such act on the part of Tenant shall be deemed a default of Tenant entitling Landlord to exercise any of the rights and remedies therefor as set forth in Paragraph 17 hereof.
- c. In the event Tenant assigns or sublets the Premises pursuant to this Paragraph 8 of this Lease Agreement, any rent collected by Tenant as sublessor or assignor which exceeds the amount of rent due from Tenant to Landlord hereunder shall be due and payable to Landlord.

9. LIENS

- a. Mechanics' or Materialmen's Liens: Tenant shall not cause any liens of mechanics, laborers or materialmen to stand against the Premises for any labor or material furnished or claimed to have been furnished to Tenant in connection with any work of any character performed or claimed to have been performed on the Premises, by or at the direction of Tenant.

If the Premises or any part thereof or Tenant's leasehold interest therein becomes subject to any suppliers, vendors, mechanics, laborers, materialmen's or other lien, encumbrance or charge (collectively hereinafter called a "lien"), other than a lien caused by the actions of the Landlord, Tenant shall promptly notify Landlord of the filing or the threatened filing of any such lien, shall promptly cause the lien to be satisfied or transferred to other security.

- b. Landlord's Liability for Tenant's Liens: It is hereby agreed by the parties hereto that Landlord will not be liable for any labor, services or materials furnished or to be furnished to Tenant or to anyone holding the Premises, or any part thereof, through or under Tenant, and that no liens for any labor or material shall attach to or affect the interest of Landlord in and to the Premises. All contracts for construction or repair shall contain the above cautionary language and shall require all subcontractors, materialmen and laborers to be so advised. Failure of Tenant to so notify and advise such contractor(s) in writing prior to the commencement of any work to be performed shall constitute a default hereunder and entitle Landlord to those rights and remedies set forth in Paragraph 17 hereof.

10. NON-LIABILITY OF LANDLORD/WAIVER/INDEMNIFICATION

- a. As a consideration for the making of this Lease and in light of the fact that Tenant has had the opportunity to make such inspections and tests as Tenant, in Tenants' judgment, has deemed necessary, Tenant accepts the Premises in its "As-Is Condition" and Landlord shall not be liable for any condition, latent or patent, existing in, on or under the Premises, nor for injury or damage which may be sustained to person or property of Tenant or any other person caused by or resulting from water, rain, groundwater, soil, sand, silt or any other material which may leak or flow from or into any part of the Premises or from the breakage, leakage, obstruction or other defect of the dikes, pipes, weirs, or other fixtures, from noise, vibration, smoke or odors emanating from the Premises, or from any other source or cause whatsoever, whether the same damage or injury shall be caused by or be due to the negligence of Landlord, nor the interference with light or incorporeal hereditaments, specifically excluding from such indemnification such damage or injury which results from the gross negligence of Landlord, nor shall Landlord be liable for any defect in the Premises, latent or otherwise, except as provided by law.
- b. Tenant, to the extent permitted by law under Section 768.28, shall indemnify, defend and save Landlord harmless from and against any and all claims, actions, damages, liability and expense (including disbursements) in connection with the loss of life, personal injury, damage to property or business, natural resource damage, fines and penalties arising from, related to, or in connection with the occupancy or use by Tenant of the Premises or occasioned wholly or in part by any act or omission of Tenant, its contractors, subcontractors, subtenants, licensees, or concessionaires, or its or their respective agents, servants or employees.
- c. Tenant shall include in any construction contract for work upon or involving the Premises that the contractor shall indemnify and hold harmless the Tenant and Landlord, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the construction contract.
- d. Tenant shall be responsible for the payment of any fines or administrative penalties assessed and any remedial or mitigation actions required due to or arising out of any violation or alleged violation by Tenant or Tenant's employees, agents or contractors of laws, ordinances and regulations of the United States, State of Florida, and the County of Nassau, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the Premises.
- e. The provisions of this Section 10 shall survive the termination of this Lease.

11. INSURANCE

- a. Tenant will keep in force, with companies and in a form acceptable to Landlord, at Tenant's expense, during the term of this Lease and any extension or renewal thereof, during the term of the License, and during such other time as Tenant occupies the Premises or any part thereof, commercial general liability insurance with respect to the Premises with a minimum One Million Dollars (\$1,000,000.00) combined single limit coverage of bodily injury, property damage or combination thereof.
- b. Tenant will further deposit a certificate (s) of insurance for all policies of insurance required by the provisions of this Paragraph 11 together with satisfactory evidence of the payment of the required premium or premiums therefor with Landlord at or prior to the commencement date, and upon renewals of such policies not less than fifteen (15) days prior to the expiration of the term of such coverage. At Landlord's option, Tenant shall deliver copies of insurance policies and all endorsements thereto, together with a certificate that such copies are true and complete.
- c. All policies of insurance required to be carried by Tenant by Paragraph 11 (a) hereof shall provide that the policy shall not be subject to cancellation, termination or change except after thirty (30) days prior written notice to Landlord and shall name Landlord as an Additional Insured.
- d. All such policies required hereunder shall be obtained from companies licensed, organized and authorized to do business in the State of Florida.
- e. The Tenant's insurance shall be primary insurance as respects the Landlord, its Commissioners, officers, employees and agents, and any insurance or self-insurance maintained by the Landlord, its Commissioners, officers, employees and agents shall be excess of the Tenant's insurance and shall not contribute to it.
- f. The policies shall contain a waiver of subrogation against the Landlord, its Commissioners, officers, employees and agents for any claims arising out of the work of the Tenant
- g. The policy may provide coverage which contains deductible or self-insured retentions of not more than \$50,000.00 as to Tenant and no deductible or self-insured retention as to any additional insured without prior approval of the Landlord. The Tenant shall be solely responsible for deductible and/or self-insured retention.
- h. Each policy shall include ISO Form CG 04 29 – Pollution Exclusion – Limited Exception For A Short-Term Pollution Event endorsement covering dredged materials or its equivalent acceptable to the Landlord. In lieu of ISO Form CG 04 29, a Contractors Pollution Liability (CPL) policy issued on a non-admitted basis

on a form acceptable to the Landlord in the Landlord's sole discretion may be provided.

- i. Liability insurance carriers must have a Best's "Financial Strength Rating" of at least "A-" and a "Financial Size Category" of a minimum of "VII" and must be admitted in the State of Florida.
- j. If used to satisfy the minimum coverage, Umbrella Liability or Excess Liability insurance must be maintained with coverage at least as broad as the underlying policies. This insurance shall be in addition to and in excess of any other insurance coverages required hereunder. The applicable policies of insurance shall indicate which policies the Umbrella Liability or Excess Liability includes as underlying and a deductible or self-insured retention of not more than \$50,000.00 as to Tenant (unless approved in writing by the Landlord) and no deductible or self-insured retention as to any additional insured.
- k. Tenant may substitute a general liability policy issued to Tenant's contractor provided that such policy names both Tenant and Landlord as "additional insureds" and otherwise meets the requirements of this Section 11.

12. REPAIRS AND MAINTENANCE OF PREMISES

- a. Tenant shall at all times at its sole cost and expense keep and maintain the Premises, including, without limitation, the landscape buffer, perimeter fence and gate, dike and weir in good order, condition and repair and shall not commit or suffer any waste on the Premises.
- b. Tenant will repair promptly at its own expense any damage to the Premises caused by bringing into the Premises any property or equipment for Tenant's use, or by the installation or removal of such property or equipment, regardless of fault or by whom such damage shall be caused.
- c. Tenant, at Tenant's sole cost, shall completely remove Tenant's Dredged Materials from the Premises and properly dispose or reuse the same not later than _____, 201__.
- d. In the event Tenant defaults in the performance of any of its obligations under this Paragraph 12, Landlord, in addition to Landlord's other remedies under this Lease, at law or in equity, may, but shall not be obligated to, cure such default on behalf of Tenant and Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred curing such default.
- e. The provisions of this Paragraph 12 shall survive the termination of this Lease Agreement.

13. INTENTIONALLY DELETED

14. PLANS

The following plans will guide the development, use and management of the Premises. These plans, if not already developed, will be developed in accordance with the schedule and methodology stipulated below. Tenant shall seek and receive written approval from Landlord prior to deviating from these approved plans and shall advise Landlord in writing upon discovery that it has deviated from any of the criteria or standards of these approved plans:

a. **DREDGING AND DREDGED MATERIAL MANAGEMENT FACILITY PLAN:** Tenant shall submit a dredging and dredged material management facility plan to Landlord for its approval prior to placing dredged material on the Premises. This plan will include the following information: a copy of all permits issued for the Project; timelines for the preparation of the Premises to receive dredged materials and for the commencement and completion of the Project; measures for the control and abatement of noise, vibration and odor impacts on surrounding property; an estimate of the dredging volume; and a demonstration that the general operating procedures (free board, ponding depth, weir board removal, etc.) are sufficient to meet permit standards. In addition, the Tenant shall provide those submittals described below.

- i. **Site Reconnaissance Report:** Tenant will prepare a report summarizing existing site conditions. Tenant will document any visibly apparent geotechnical issues (e.g., erosion, settling, cracking) of the DMMA and weir, and note any potential on-site issues within the Facility. In a letter report to the Landlord, the Tenant will summarize the above-noted items along with photographs (depicting the described condition) and an aerial map denoting any issues, if necessary, that require restorative action for the Project. The report will also provide details regarding Tenants plans, drawings, engineering calculations, and technical justifications for any restorative actions. Once approved by Landlord, Tenant shall complete any restorative actions at no cost to the Landlord.
- ii. **Laboratory Analysis:** Tenant shall submit laboratory results of the testing of the proposed dredged material, including physical (grain size and soil classification) as well as chemical characteristics performed by a recognized and qualified party satisfactory to Landlord to identify the dredged material's expected settling characteristics and demonstrating that no metals, petroleum products, pesticides, and polychlorinated biphenols (PCBs) (commonly measured with chlorinated pesticides) or other contaminants are present in the dredged material from the Project that will be placed in the Facility that would be considered "Hazardous Substances," "Hazardous Waste," or other contaminants above levels which would exceed allowable levels set forth in the

Environmental Laws referenced in Paragraph 15 of this Lease or the Soil Cleanup Target Levels (Direct Exposure-residential) set forth in Chapter 62-777, F.A.C.

- iii. **Survey:** A signed and sealed pre- and post-construction topographic survey of the Facility that provides the conditions of the site (in plan and cross-section view) and that provides a detailed comparison of pre-dredging and post-dredging topographic survey conditions. This submittal will include AutoCAD files of the site plan with detailed 3-D terrain model to demonstrate the quantity of dredged material placed and subsequently removed from the site.
 - iv. **Dredged Material Management Area Operation Plan:** In addition to the requirements outlined above, the Tenant shall provide a narrative detailing the general plan for operation of the Facility. The narrative shall include a detailed plan for loading the facility, dewatering and segregation of dredged materials, and stormwater releases. This plan — an outline of the site's management activities before, during, and after dredging activities — will assure establishment and maintenance of a vegetative cover, dike safety, and adequate post-dredging operations. Additional safety considerations (e.g., walkways, fencing, management of recreational and commercial boaters and on-site public use of the Peanut Island area) must be considered for the adjacent public use of the surrounding project site.
 - v. **Local Coordination:** Tenant will provide points of contact with the Palm Beach County Parks and Recreation and the Port of Palm Beach. Tenant will maintain constant contact (and coordinate any required staging activities and management of public and private interests) with these parties during the dredging and offloading phases of the project.
- b. **DREDGED MATERIAL REMOVAL PLAN:** Tenant shall submit a dredged material removal plan to Landlord for its approval prior to placing dredged material on the Premises. This plan will describe: the means and methods of offloading and how these relate to ongoing operations and geotechnical stability of the Facility; the timeline for the commencement and completion of the removal of dredged material from the Premises; the estimated number of trips; the primary and backup disposal sites for the dredged materials; a written contract with the owner or operator of the primary disposal site agreeing to accept the dredged material; and, if transported over public streets, the measures to keep the streets used free from spilled materials and to repair any damage to the streets.
- c. **SITE RESTORATION PLAN:** Tenant shall submit a site restoration plan to Landlord for its approval prior to placing any dredged material on the Premises. This plan will describe: plans and specifications, as well as a timeline, for the restoration of the Premises to the same condition as existed at the commencement of the Initial Term, fair wear and tear excluded; sampling and testing protocols for collecting information on the then-existing soils [including physical (grain size and soil classification) and chemical characteristics] for comparison with the results of the baseline sampling plan; and plans for

remediating any identified contamination in excess of allowable levels set forth in the Environmental Laws referenced in Paragraph 15 of this Lease or the Soil Cleanup Target Levels (Direct Exposure-residential) set forth in Chapter 62-777, F.A.C.; and a post-dredge topographic survey of the existing material within the Facility.

15. HAZARDOUS MATERIALS:

Tenant agrees that, during the term of this Lease, it:

- a. Shall keep or cause the Premises to be kept free of hazardous wastes or substances.
- b. Shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Tenant, or Tenant's assignees, employees, agents or contractors, a release of hazardous wastes or substances onto the Premises.
- c. Shall comply with and ensure compliance by its assignees, employees, agents or contractors and all others under its direction with all applicable federal, state, and local laws, ordinances, rules, and regulations.
- d. The terms "hazardous waste", "hazardous substance", "disposal", "release", and "threatened release", if used in this Lease, shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (CERCLA), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and recovery Act, 49 U.S.C. Section 6901 et seq., the Florida Resource and Management Act, Chapter 403, Florida Statutes, the Pollution, Spill, Prevention, and Control Act, Chapter 376, Florida Statutes, or any other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing.
- e. Shall immediately provide Landlord with notice of any release or threatened release of hazardous waste on or about the Premises, and shall immediately provide Landlord with notice of any injury or action taken by any local, state, or federal governmental body with respect to hazardous waste on or about the Premises.
- f. Shall remove any hazardous waste or hazardous substances which exceed allowable levels in the ground or the groundwater within the Premises, to the extent caused by or arising from Tenant's use of the Premises.

16. EVENTS OF DEFAULT

The following shall constitute Events of Default:

- a. If Tenant defaults in the payment of any sum of money due hereunder and such default shall continue for three (3) days after the date of notice from Landlord to Tenant.
- b. If Tenant defaults in fulfilling any of the other covenants of this Lease on Tenant's part to be performed hereunder and such default shall continue for the period of fifteen (15) days after notice from Landlord to Tenant specifying the nature of said default, or, if the default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within said fifteen (15) day period, if Tenant shall not in good faith have commenced the curing or remedying of such default within such fifteen (15) day period and shall not thereafter diligently proceed therewith to completion.
- c. If any execution or attachment shall be issued against Tenant or any of Tenant's property and shall not be discharged or vacated within seven (7) days after the issuance thereof.
- d. The vacation of the Premises by Tenant prior to the end of the Initial Term or Renewal Term.
- e. The failure to fully remove from the Premises within the time periods specified herein all dredged material deposited on the Premises by Tenant.

In the Event of Default, Landlord shall provide Tenant with such written notice thereof as shall be required under Florida law.

17. REMEDIES IN EVENT OF DEFAULT

- a. In the event of a default hereunder and such default shall continue after the giving of written notice thereof to Tenant, Landlord may at Landlord's option:
 - i. terminate the Lease and retake possession of the Premises for its own account,
 - ii. stand by and do nothing, holding the Tenant liable for the Rent due as it matures, including any accelerated Rent,
 - iii. retake possession of the Premises for the account of the Tenant, holding the Tenant liable for the difference between the Rent stipulated to be paid under the Lease and what, in good faith, the Landlord is able to recover from a reletting, or

iv. avail itself of any other option or remedy available under Florida law;

and, in any event Tenant, shall give up the Premises to Landlord.

- b. If the notice provided herein shall have been given and this Lease shall be terminated; or if the Premises become vacant or deserted; then, in addition to all other remedies of Landlord, Landlord may without notice re-enter the Premises either by force or otherwise and, by summary proceedings or otherwise, dispossess Tenant and/or the legal representative of Tenant or other occupant of the Premises, and remove effects and repossess and enjoy the Premises, together with all alterations, additions and improvements, all without being liable to prosecution or damages therefor.
- c. If Tenant defaults in the performance of any of the terms and conditions of this Lease and Landlord employs the services of an attorney to enforce performance of Tenant hereunder, Tenant shall pay a reasonable attorney's fee as well as all expenses and costs incurred by the Landlord pertaining thereto and in enforcement of any remedy available to the Landlord.

18. SURRENDER OF POSSESSION/HOLDING OVER

- a. At the end of the tenure of this Lease, Tenant shall quit and deliver up the Premises to Landlord in as good a condition as they are now, excepting reasonable wear and tear.
- b. Should Tenant hold over in possession of the Premises after the expiration of the Initial Term or, if applicable, the Renewal Term hereof, without the execution of a new lease or extension or renewal agreement, Tenant, at the option of Landlord, shall be deemed to be occupying the Premises from month to month, subject to being terminated by either party upon at least fifteen (15) days written notice, at the rent in effect during the last month of the term or any extension or renewal thereof and otherwise subject to all of the other terms and conditions of the Lease on a monthly basis.
- c. Should Tenant refuse to give up possession of the Premises after the expiration of the term hereof and after demand to do so by Landlord, Landlord may demand double the monthly rent. In addition, Tenant shall be liable for all court costs, attorney's fees and other costs related to removing Tenant from the Premises.

19. ACCESS BY LANDLORD

Landlord may, during the term of this Lease at reasonable times, enter to inspect the Premises upon reasonable advance oral notice to Tenant, except that no notice shall be

required in emergency situations. Landlord also reserves the right to enter the Premises at any time to make such repairs, additions or alterations as it may deem necessary for the safety, improvement, or preservation thereof, upon reasonable advance oral notice to Tenant, except that no notice shall be required in emergency situations, but Landlord assumes no obligation to do so, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord shall in no event be liable for any inconvenience, disturbance, loss of business or the damage to Tenant by reason of the performance by Landlord of any work in, upon or under the Premises.

20. PAYMENT OF TAXES AND ASSESSMENTS

Tenant shall assume full responsibility for and shall pay all liabilities that accrue to the Premises and/or to the improvements thereon, including any and all ad-valorem taxes and drainage and special assessments or taxes of every kind and all construction liens which may be hereafter lawfully assessed and levied against the Premises, resulting from Tenant's use of the Lease Premises for the purposes provided for herein.

21. EXECUTION OF ESTOPPEL CERTIFICATE

At any time, and from time to time, upon the written request of Landlord, Tenant, within ten (10) days of the date of such written request, agrees to execute and deliver to Landlord, without charge and in a form satisfactory to Landlord, a written statement: (a) ratifying this Lease; (b) confirming the commencement and expiration dates of the term of this Lease; (c) certifying that Tenant is in possession of the Premises, and that this Lease is in full force and effect and has not been modified, assigned, supplemented or amended, except by such writings as shall be stated; (d) certifying that all conditions and agreements under this Lease to be satisfied or performed by Landlord have been satisfied and performed, except as shall be stated; (e) certifying that Landlord is not in default under this Lease and there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating the defaults and/or defenses claimed by Tenant; and (f) such other information as Landlord or mortgagee shall require.

22. PERFORMANCE BOND

Prior to the placement of dredged material on the Premises, Tenant shall deliver to Landlord a surety bond issued by a surety reasonably satisfactory to Landlord in the principal amount of _____ and No/100 Dollars (\$_____,000.00), conditioned on Tenant's complete removal from the Premises of all dredged materials placed thereupon by Tenant during the term of this Lease not later than _____, 201__.

23. EMINENT DOMAIN

- a. If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to date and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.
- b. If any part of the Premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the Premises unsuitable for the business of Tenant, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease and rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation which is not extensive enough to render the Premises unsuitable for the business of Tenant, then Landlord shall promptly restore the Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect without any reduction or abatement of rent.
- c. In the event of any condemnation or taking as aforesaid, whether whole or partial, Tenant shall not be entitled to any part of the award paid for such condemnation, Landlord is to receive the full amount of such award, and Tenant hereby expressly waives any right or claim to any part thereof.
- d. Although all damages in the event of any condemnation are to belong to Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's operations by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's fixtures, leasehold improvements and equipment.

24. ATTORNEYS' FEES

In the event this Agreement shall be the subject of litigation between the parties hereto for any reason whatsoever, the prevailing party in such litigation shall recover from the other party the costs of such action, including, but not limited to, reasonable attorneys' fees incurred in any and all mediation, arbitration, trial, appellate, post-judgment, bankruptcy and administrative proceedings.

25. Notices

Each notice, correspondence, document or other communication (collectively, "Notice") required or permitted to be given hereunder shall be in writing and shall be delivered either

by personal delivery (including delivery by services such as Federal Express) or by depositing it with the United States Postal Service or any official successor thereto, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party as follows:

If to Tenant: City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Attn: City Manager

With copy to: _____

If to Landlord: Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477
Attention: Executive Director

With a copy to: Peter L. Breton, Esq.
Breton, Lynch, Eubanks et al.
605 North Olive Avenue, 2nd Floor
West Palm Beach, FL 33401

Except as provided herein to the contrary, Notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the third mail delivery day after the day of mailing as provided above, and the time period in which a response to any Notice must be given or any action taken with respect thereto shall commence to run from the date it is personally delivered or, if mailed, the date of receipt so deemed. In addition, the inability of the United States Postal Service to deliver because of a change of address of the party of which no Notice was given to the other party shall be deemed to be the receipt of the Notice sent. Changes of address and persons to whom Notice shall be addressed shall be made by Notice hereunder.

26. MISCELLANEOUS

- a. Tenant has inspected the Premises and is familiar with its present condition and takes said Premises in "As-Is" condition.
- b. The failure of Landlord or Tenant to take any action against the other for violation of any of the terms of the Lease shall not prevent a subsequent act of a similar nature from being a violation of the Lease.
- c. No act or agreement to accept surrender of the Premises from Tenant shall be valid unless in writing signed by the parties hereto.

- d. This Lease fully and completely expresses all agreements and understandings of the parties hereto. Furthermore, this Lease shall be binding upon and shall inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated unless in writing and signed by the parties hereto.
- e. **THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE OR TENANT'S USE AND OCCUPANCY OF THE PREMISES.**
- f. Tenant hereby acknowledges Tenant's responsibility to insure Tenant's property maintained within or upon the said Premises at Tenant's expense.
- g. Tenant shall not change or install additional locks on any gates without Landlord's express written consent. In the event Tenant changes or installs additional locks, Tenant shall provide Landlord with duplicate keys therefor at Tenant's expense.
- h. If any term or condition of this Lease shall, to any extent, be held invalid or unenforceable, the remainder of the terms and conditions of this Lease shall not be affected thereby, and this Lease shall be valid and enforceable to the fullest extent permitted by law.
- i. Receipt of rent by Landlord, with knowledge of any breach of this Lease by Tenant, or of any default by Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease.
- j. This Lease shall not be recorded in the Office of the Clerk of any Circuit Court in the State of Florida, except that Landlord may file a memorandum of this Lease.
- k. This Lease shall be construed under the laws of the State of Florida.
- l. The Section headings of this Lease are for convenience only and are not to be considered in construing the same.
- m. This Lease may be executed in counterparts, all of which taken together shall be deemed an original, with a facsimile and/or an e-mail signature serving as an original thereof.
- n. Each party represents and warrants to the other that: (a) it is duly authorized and competent to execute this Lease; (b) it has all necessary power and authority to enter into this Lease and to perform the agreements contained in this Lease; and (c)

the person signing this Lease on behalf of such party is authorized to execute and deliver this Lease on behalf of such party.

- o. The parties participated in the drafting of this Lease and/or had it reviewed by competent counsel. Accordingly, no presumption shall be given in favor of: or against, any party in interpreting this Lease and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease.
- p. **RADON GAS**

RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

[THE REMAINDER OF THIS PAGE IS BLANK]

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals on the year and date aforesaid.

Signed, sealed and delivered
in the presence of:

AS TO LANDLORD:

FLORIDA INLAND NAVIGATION
DISTRICT

BY: _____
Jon Netts, Chair

Witness
Print Name: _____

DATED: _____

Witness
Print Name: _____

Approved as to form and legal sufficiency:

Peter L. Breton, Esq., General Counsel

Signed, sealed and delivered
in the presence of:

AS TO TENANT:

CITY OF FERNANDINA BEACH, FLORIDA,
a Florida municipal corporation

By: _____

Witness
Print Name: _____

Name: Robin C. Lentz

Title: Mayor

Witness
Print Name: _____

DATED: _____

Approved as to form and legal sufficiency:

Tammi E. Bach, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION & MAP OF PREMISES [DMMA NA-1]





July 7, 2017

Mr. Mark Crosley
Executive Director
Florida Inland Navigation District (FIND)
1314 Marcinski Road
Jupiter, FL 33477

RE: Scope of Construction Administration Services
Nassau Reach I Maintenance Dredging
Atlantic Intracoastal Waterway (AIW), Nassau County, Florida

Mr. Crosley:

Per your request, Taylor Engineering has prepared the attached Scope of Services (Attachment A) and cost proposal (Attachment B) for the following services related to the above-referenced dredging project:

Task 1 - Construction Administration
Task 2 - Project Closeout and Certification

This scope of work generally entails construction administration, contractor oversight, and contract closeout services for the Nassau Reach I maintenance dredging project. The project will dredge approximately 170,000 cubic yards of shoal material from two separate areas within the Nassau Reach I Atlantic Intracoastal Waterway dredge template. Dredged material will be offload to the FIND owned NA-1 and DU-2 dredged material management areas. This project also includes alternate bid items for potential dredging of the Fernandina Harbor Marina Total anticipated construction time, including mobilization and demobilization, and inclusive of the alternate bid item (if awarded) will be approximately 180 calendar days.

Due to the fact that construction time may significantly vary, depending on the dredging methodology of the selected contractor (mechanical vs. hydraulic), this proposal presents costs for the full duration of the potential construction window (180 days). Taylor Engineering will complete the work described herein for a cost-plus-maximum fee of \$124,944.75.

We appreciate this opportunity to serve the FIND. Please contact me if you have questions or comments.

Sincerely,

Jerry Scarborough, P.E.
Senior Advisor, Waterfront Engineering
Attachments (2)

SCOPE OF CONSTRUCTION ADMINISTRATION SERVICES
ATLANTIC INTRACOASTAL WATERWAY MAINTENANCE DREDGING
NASSAU REACH I
NASSAU COUNTY, FLORIDA

ATTACHMENT A
TAYLOR ENGINEERING, INC.
SCOPE OF SERVICES

**FLORIDA INLAND NAVIGATION DISTRICT
SCOPE OF CONSTRUCTION ADMINISTRATION SERVICES
ATLANTIC INTRACOASTAL WATERWAY MAINTENANCE DREDGING**

NASSAU REACH I: NASSAU COUNTY, FLORIDA

INTRODUCTION

This scope of construction administration services describes Taylor Engineering's effort to support maintenance dredging approximately 170,000 cubic yards of material from two distinct areas of the Atlantic Intracoastal Waterway (AIW) in Nassau County, Florida. The northern AIW maintenance dredging area extends from the Fernandina Harbor Project (FHP) N-FHP-2 STA 2+00 (adjacent to Rayonier Performance Fibers, LLC) through AIW Cut-B STA 0+00. The southern dredging area extends from AIW Cut-27M STA 4+16 through AIW Cut-27G STA 7+87. This maintenance work will include excavation of the AIW channel to target elevations of -14 feet (ft) mean lower low water (MLLW) (project depth of -12 feet and 2-foot allowable overdredge). In accordance with permit conditions, material shall be dredged via the use of either a mechanical or hydraulic dredge to remove all material (inclusive of all in-channel debris) feasible from the dredge template. Dredged material from the northern maintenance area shall be offloaded at the ± 35.5 -acre dredged material management area (DMMA) NA-1 located on Crane Island in Fernandina Beach, Florida. Dredged material from the southern maintenance area shall be offloaded at the ± 49.9 -acre DMMA DU-2 located on Black Hammock Island in Jacksonville, Florida. This project also includes an Alternate Bid Item for potential maintenance dredging of approximately 45,000 CY of shoal material at the Fernandina Harbor Marina. The successful Bidder will have 180 calendar days, inclusive of the alternate bid item (if awarded), from the Notice to Proceed to complete the entire project.

The Florida Inland Navigation District (FIND) requested Taylor Engineering to provide, construction administration, project closeout, and certification services for this project. In response, Taylor Engineering has developed the following scope of services based on the following assumptions:

- The total construction time (including mobilization/demobilization) will be approximately 180 calendar days (± 25 weeks), based on a five-day week, 12-hour day operating schedule.
- Construction time may vary significantly, depending on dredging methodology of the selected contractor.
- Project construction will neither result in any substantial deviations from the project drawings and specifications nor violate permit conditions.
- The Sea Diversified bathymetric surveys from July 2014 and January 2015 form the basis of the final design and construction drawings for the project.
- The construction contractor will conduct all environmental monitoring.
- The Fernandina Harbor Marina alternate bid items do not include reinstallation of docks and pilings at the marina if removed for dredging.

Should any of these assumptions prove incorrect, Taylor Engineering will work with the FIND to develop an appropriate additional scope of services and cost.

SCOPE OF SERVICES

TASK 1 CONSTRUCTION ADMINISTRATION

1.1 Pre-Construction Meeting

Taylor Engineering and its representatives will conduct a pre-construction meeting. We will discuss the project, answer contractor's questions concerning any technical aspects of the work, and achieve a mutual understanding with the contractor of required quality control and environmental monitoring (specific to the AIW portion of the project). In addition, we will discuss the "ground rules" and other issues including lines of engineer and contractor authority, general and specific contract conditions, contract administration, progress payment, correspondence procedures, project schedule, submittal register, and labor requirements. We will take minutes of the meeting and distribute them to the attendees. We assume the coordination meeting will occur near the project site in Nassau County or at Taylor's office. This meeting will occur after the Notice of Award and before the Notice to Proceed.

1.2 Pre-Construction Submittal Review

Taylor Engineering will review the contractor's pre-construction submittals. These submittals may include (among others) an updated schedule of values, list of subcontractors, signature authority, construction schedule, submittal register, environmental protection plan, and quality control plan.

1.3 Site Visits

1.3.1 Bi-Monthly Progress Meetings

We will attend on-site bi-monthly (twice per month) project meetings to discuss project progress and address questions pertaining to engineering, design, permitting issues, and proposed changes to the project design; these meetings will provide a setting to address and resolve any conflicts on the project. Expected attendees include representatives from the construction contractor, FIND, and Taylor Engineering. The progress meeting agenda will generally include review of minutes of previous meetings, work progress since the previous meeting, definable features of work (i.e. construction schedule, submittal register, quality control/quality assurance testing, contract quality for materials and workmanship [per ASTM standards], pending contract modifications, changes and substitutions of materials, and other business, as appropriate. Taylor Engineering personnel will attend each of the on-site meetings and will clarify, if required, the design intent of various project design elements.

1.3.2 Site Observation Visits

We will provide on-site observation services between two and three days a week, as project conditions warrant, with an observer located on site approximately four to six hours each observation day. Taylor Engineering's observers will ascertain whether work is progressing in general conformance with permit conditions, and project drawings and specifications. Our visits will include observing the work and monitoring the contractor's means, methods, and sequence. Taylor Engineering will observe project progress to verify conformance with or note discrepancies from the project contract drawings, specifications, and environmental permits. Taylor Engineering will not direct the contractor's means, methods, or sequencing of construction. Taylor Engineering is not responsible for jobsite safety. Following each site visit, Taylor Engineering will prepare a construction observation report, which will become part of the project record. The report will include the name of the observer, weather conditions, date, personnel/visitors on site, the contractor's personnel and equipment, and daily summary of events.

1.4 Review and Approve Contract Related Items

We will help the FIND administer the construction contract from our Jacksonville office as well as from the project site. In-office duties will include reviewing the contractor's shop drawings and submittals, reviewing progress pay applications, providing oversight of the work progress, and assisting with the preparation of change orders, if required. Additionally, we will review the release of lien, contractor affidavits, and contractor's certifications.

We will remain available through construction to provide advice and consultation to the FIND through site visits and teleconferences. In this role, we will address questions pertaining to engineering, design, permitting issues, and any proposed changes to project design. We will notify the FIND of any permit violations, work stoppages, or conflicts, and recommend to the FIND ways to resolve these issues.

TASK 2 PROJECT CLOSEOUT AND CERTIFICATION

When the contractor requests certification that the project is substantially complete, we will visit the project site to make our determination of the degree of completion. If we cannot certify substantial completion, we will develop preliminary and subsequent final punch lists of items for the contractor to complete or correct. With concurrence from the FIND, we will transmit this list to the contractor. Upon completion of outlined items, we will certify the project substantially complete. We have budgeted for two on-site meetings during this stage of the project. We will collect and review the following information from the contractor before project closeout: (1) final waiver and release of lien from all subcontractors and suppliers, (2) final pay application, (3) post-construction/as-built survey, (4) final contractor certification, and (5) final contractor affidavit.

We will help the FIND coordinate permit-related submittals. Following completion of the project, we will prepare a statement of completion and a certification in accordance with the FDEP and USACE permit requirements, if applicable.

SCHEDULE

The project schedule for Tasks 1 and 2 will follow the construction schedule with a total construction time (including mobilization/demobilization) of approximately 180 calendar days. The total construction duration is based on an assumed five-day week, 12-hour day contractor operating schedule with an additional two weeks for project closeout and certification.

No.	Task	Months from Notice to Proceed						
		1	2	3	4	5	6	7
1	Construction Administration							
2.	Project Closeout and Certification							

SCOPE OF CONSTRUCTION ADMINISTRATION SERVICES
ATLANTIC INTRACOASTAL WATERWAY MAINTENANCE DREDGING
NASSAU REACH I
NASSAU COUNTY, FLORIDA

ATTACHMENT B
COST PROPOSAL

TAYLOR ENGINEERING, INC.
COST SUMMARY BY TASK
P2017-131: NASSAU REACH I MAINTENANCE DREDGING

TASK 1: CONSTRUCTION ADMINISTRATION

<i>Labor</i>	Hours	Cost	Task Totals
Vice President	8.0	1,568.00	
Senior Advisor	52.0	10,036.00	
Director	40.0	6,920.00	
Senior Professional	228.0	34,656.00	
Staff Professional	536.0	50,384.00	
Senior CAD Designer	40.0	4,760.00	
Project GIS Specialist	0.0	-	
Administrative	8.0	432.00	
Total Man-Hours	912.0		
Labor Cost			108,756.00
<i>Non-Labor</i>	Units	Cost	
Pre-Con Mtg milage (r/t Jax to Fernandina)	96.0	51.84	
Bi-Monthly Site Visit milage (60 x r/t Jax to Fernandina)	1,152.0	622.08	
Site Observation Visits milage (60 x r/t Jax to Fernandina)	5,760.0	3,110.40	
Meals (lunch only)	72.0	1,080.00	
Non-Labor Cost		4,864.32	
Fee @ 10.0%		486.43	
Total Non-Labor Cost			5,350.75
<i>Total Task 1</i>			114,106.75

P2017-131: NASSAU REACH I MAINTENANCE DREDGING**TASK 2: PROJECT CLOSEOUT AND CERTIFICATION**

<i>Labor</i>	Hours	Cost	Task Totals
Senior Advisor	8.0	1,544.00	
Director	8.0	1,384.00	
Senior Professional	40.0	6,080.00	
Staff Professional	16.0	1,504.00	
Project GIS Specialist	0.0	-	
Administrative	4.0	216.00	
Total Man-Hours	76.0		
Labor Cost			10,728.00
<i>Non-Labor</i>	Units	Cost	
Reproductions and delivery	1.0	100.00	
Fee @ 10.0%		10.00	
Total Non-Labor Cost			110.00
<i>Total Task 2</i>			10,838.00

Project Total \$ 124,944.75



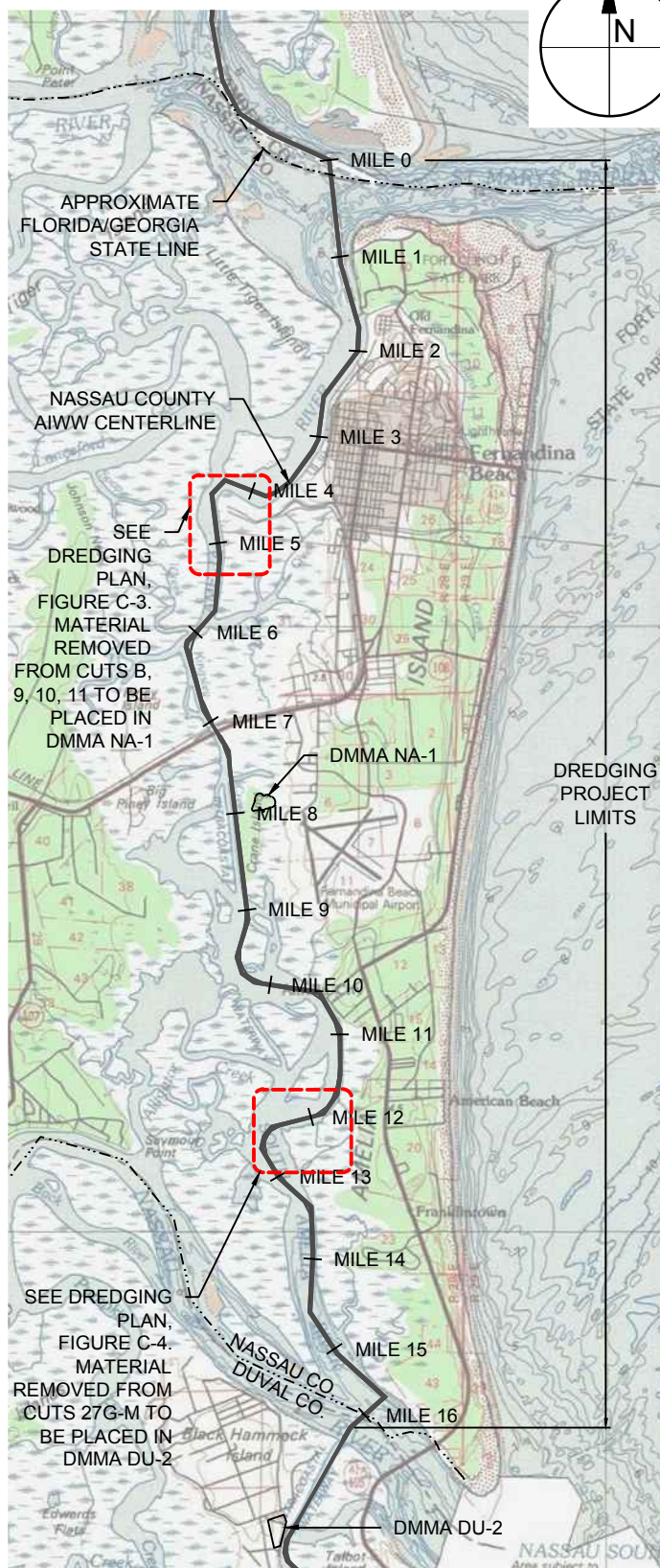
LOCATION MAP
N.T.S.

DRAWING INDEX

- C-1 TITLE SHEET
- C-2 OVERVIEW
- C-3 DREDGING PLAN CUTS A, B, 11, 10
- C-4 DREDGING PLAN CUTS 27-G THRU 27-M
- C-5 DREDGING PLAN CUTS A, B, 11, 10, BEST WATER ROUTE
- C-6 DMMA DU-2 PLAN
- C-7 DMMA NA-1 PLAN
- C-8 TYPICAL DREDGING SECTIONS

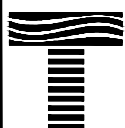
GENERAL NOTES:

1. **DREDGING IS PROPOSED IN ONLY TWO SPECIFIC AREAS: FHP CUT-9 THROUGH AIWW CUT-B; AIWW CUT-27L THROUGH CUT-27G.**
2. HORIZONTAL DATA ARE IN FEET AND RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM BASED ON THE TRANSVERSE MERCATOR PROJECTION FOR FLORIDA, EAST ZONE (0901), NORTH AMERICAN DATUM, (NAD) OF 1983, 1990 ADJUSTMENT.
3. VERTICAL DATA ARE IN FEET AND RELATIVE TO MEAN LOWER LOW WATER (MLLW). MEAN LOWER LOW WATER WAS TRANSLATED FROM THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) UTILIZING THE LATEST VERSION OF VDUTUM (VERTICAL DATUM TRANSFORMATION) PROVIDED BY THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA), NATIONAL OCEAN SERVICE (NOS).
4. INTRACOASTAL WATERWAY NASSAU COUNTY, FLORIDA CHANNEL BATHYMETRY SURVEY WAS CONDUCTED ON JULY 9-11, 2014 AND JANUARY 31, 2015 BY SEA DIVERSIFIED, INC.
5. TOPOGRAPHIC SURVEY OF FIND DMMA DU-2 WAS CONDUCTED BY SEA DIVERSIFIED, INC ON OCTOBER 7-8, 2015.
6. AERIAL IMAGERY TAKEN IN 2014 AND OBTAINED FROM GOOGLE EARTH. AERIAL IMAGERY DISPLAYED HEREON FOR INFORMATIONAL PURPOSES ONLY, NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THIS MAP.
7. FEDERAL NAVIGATION CHANNEL LIMITS OBTAINED FROM THE U.S. ARMY CORPS OF ENGINEERS JACKSONVILLE DISTRICT.
8. ALL DREDGE SPOIL WILL BE DISCHARGED WITHIN FLORIDA INLAND NAVIGATION DISTRICT (FIND) OWNED UPLAND DREDGED MATERIAL MANAGEMENT AREAS (DMMA) NA-1 AND DU-2.
9. DMMA ARE SITED TO REMAIN ON UPLAND PROPERTY ABOVE THE MEAN HIGH WATER LINE. DMMA WILL INCLUDE STAKED HAY BALES AND TURBIDITY CURTAINS AT ANY CONTROLLED OVERFLOW/DISCHARGE AREAS.



VICINITY MAP

1"= 10,000'



TAYLOR ENGINEERING INC.

10151 DEERWOOD PARK BLVD.
BLDG. 300, SUITE 300
JACKSONVILLE, FL 32256

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE C-1
TITLE SHEET
NASSAU CO. AIWW MAINT. DREDGING PERMIT
NASSAU COUNTY, FLORIDA

PROJECT C2015-048 DRAWN BY AF SHEET 1 of 8 DATE JAN 2016

SEAL

DRAFT

BILL ALEY, PG. #16747

DATE



City of Fernandina Beach

Dale L. Martin

Office of the City Manager

dmartin@fbfl.org

June 8, 2017

Janet Zimmerman
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

Dear Ms. Zimmerman:

Thank you for the opportunity to discuss the City of Fernandina Beach's options with, and commitments to, the Florida Inland Navigational District (FIND). Since Hurricane Matthew impacted the City's marina in early October, 2016, most work projects have been put on hold until a complete recovery plan can be developed (with the assistance of external agencies such as the Federal Emergency Management Agency [FEMA] and FIND).

As a result of those cooperative and developmental efforts, the City will likely not be able to complete several of the following projects awarded FIND funding by the previously agreed to completion date:

<u>PROJECT NAME</u>	<u>PROJECT NUMBER</u>	<u>GRANT AMOUNT</u>	<u>TOTAL COST</u>	<u>FY APPROVED</u>	<u>TO BE COMPLETED</u>
Southern Basin Dock Realignment, PH I	NA-FB-16-19	\$24,739.00	\$49,480.00	2016	2019
Marina Basin Maintenance Dredging	NA-FB-16-18	\$151,650.00	\$303,300.00	2016	2018
Breakwater Dock Safety Enhancements, PH II	NA-FB-15-17	\$89,306.00	\$190,000.00	2015	2018
Managed Mooring Field Cap. Increase, PH IA	NA-FB-15-16	\$74,350.00	\$148,700.00	2015	2018
Dock 6 Fire Safety Enhancements	NA-FB-15-15	\$5,000.00	\$10,000.00	2015	2018
Mooring Field Improvements, PH I	NA-FB-14-14	\$7,773.48	\$15,546.96	2014	2017
Marina Welcome Center Deck	NA-FB-14-13	\$20,275.00	\$40,550.00	2014	2017

Although the City will make a diligent effort to complete the aforementioned projects in a timely manner, please consider this request for a three-year extension to the specified completion date.

Thank you for your assistance. If you have any questions, please contact me.

Sincerely,

Dale L. Martin
City Manager

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 16-230

(Emergency Management – Hurricane Matthew)

WHEREAS, Hurricane Matthew is a major hurricane traveling north through the central part of the Caribbean Sea;

WHEREAS, the five-day forecast from the National Hurricane Center suggests that large portions of the East Coast of Florida may face significant impacts from Hurricane Matthew;

WHEREAS, Hurricane Matthew poses a severe threat to the entire State of Florida and requires that timely precautions are taken to protect the communities, critical infrastructure, and general welfare of this State;

WHEREAS, as Governor, I am responsible to meet the dangers presented to this state and its people by this emergency; and,

NOW, THEREFORE, I, RICK SCOTT, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. Because of the foregoing conditions, I declare that a state of emergency exists in every county in the State of Florida due to the severity and magnitude of this storm.

Section 2. I designate the Director of the Division of Emergency Management as the State Coordinating Officer for the duration of this emergency and direct him to

execute the State's Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency. Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(5)–(10), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. The State Coordinating Officer shall also have the authority to:

A. Invoke and administer the Emergency Management Assistance Compact ("EMAC") (sections 252.921-.933, Florida Statutes) and other compacts and agreements existing between the State of Florida and other states, and the further authority to coordinate the allocation of resources from such other states that are made available to Florida under such compacts and agreements so as best to meet this emergency.

B. Seek direct assistance and enter into agreements with any and all agencies of the United States Government as may be needed to meet the emergency.

C. Direct all state, regional and local governmental agencies, including law enforcement agencies, to identify personnel needed from those agencies to assist in meeting the needs created by this emergency, and to place all such personnel under the direct command and coordination of the State Coordinating Officer to meet this emergency.

D. Designate Deputy State Coordinating Officers.

E. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency.

F. Enter orders as may be needed to implement any of the foregoing powers; however, the requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer.

Section 3. I order the Adjutant General to activate the Florida National Guard, as needed, to deal with this emergency.

Section 4. I find that the special duties and responsibilities resting upon some State, regional, and local agencies and other governmental bodies in responding to the emergency may require them to waive or deviate from the statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(1)(a), Florida Statutes, the Executive Office of the Governor may waive all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such waiver issued by the Executive Office of the Governor.

B. Each State agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency. This includes, but is not limited to, the authority to suspend any and all statutes, rules, ordinances, or orders which affect leasing, printing, purchasing, travel, and the condition of employment and the compensation of employees. For the purposes of this Executive Order, “necessary action in coping with the emergency” means any emergency mitigation, response, or recovery action: (1) prescribed in the State Comprehensive Emergency

Management Plan ("CEMP"); or, (2) directed by the State Coordinating Officer. Any waiver of statutes, rules, ordinances, or orders shall be by emergency rule or order in accordance with sections 120.54(4) and 252.46, Florida Statutes, and shall expire thirty days from the date of this Executive Order, unless extended in increments of no more than thirty days by the agency, and in no event shall remain in effect beyond the earlier of the date of expiration of this Order, as extended, or ninety (90) days from the date of issuance of this Order.

C. In accordance with section 252.38, Florida Statutes, each political subdivision within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

- 1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- 2) Entering into contracts;
- 3) Incurring obligations;
- 4) Employment of permanent and temporary workers;
- 5) Utilization of volunteer workers;
- 6) Rental of equipment;
- 7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and,
- 8) Appropriation and expenditure of public funds.

D. All agencies whose employees are certified by the American Red Cross as disaster service volunteers within the meaning of Section 110.120(3), Florida Statutes,

may release any such employees for such service as requested by the Red Cross to meet this emergency.

E. The Department of Transportation (DOT) may:

1) Waive the collection of tolls and other fees and charges for the use of the Turnpike and other public highways, to the extent such waiver may be needed to provide emergency assistance or facilitate the evacuation of the affected counties;

2) Reverse the flow of traffic or close any and all roads, highways, and portions of highways as may be needed for the safe and efficient transportation of evacuees to those counties that the State Coordinating Officer may designate as destination counties for evacuees in this emergency;

3) Suspend enforcement of the registration requirements pursuant to sections 316.545(4) and 320.0715, Florida Statutes, for commercial motor vehicles that enter Florida to provide emergency services or supplies, to transport emergency equipment, supplies or personnel, or to transport FEMA mobile homes or office style mobile homes into or from Florida;

4) Waive the hours of service requirements for such vehicles;

5) Waive by special permit the warning signal requirements in the Utility Accommodations Manual to accommodate public utility companies from other jurisdictions which render assistance in restoring vital services; and,

6) Waive the size and weight restrictions for divisible loads on any vehicles transporting emergency equipment, services, supplies, and agricultural commodities and citrus as recommended by the Commissioner of Agriculture, allowing the establishment of alternate size and weight restrictions for all such vehicles for the

duration of the emergency. The DOT shall issue permits and such vehicles shall be subject to such special conditions as the DOT may endorse on any such permits.

Nothing in this Executive Order shall be construed to allow any vehicle to exceed weight limits posted for bridges and like structures, or relieve any vehicle or the carrier, owner, or driver of any vehicle from compliance with any restrictions other than those specified in this Executive Order, or from any statute, rule, order, or other legal requirement not specifically waived herein or by supplemental order by the State Coordinating Officer;

F. The Executive Director of the Department of Highway Safety and Motor Vehicles (DHSMV) may:

- 1) Suspend enforcement of the registration requirements pursuant to sections 316.545(4) and 320.0715, Florida Statutes, for commercial motor vehicles that enter Florida to provide emergency services or supplies, to transport emergency equipment, supplies or personnel, or to transport FEMA mobile homes or office style mobile homes into or from Florida;

- 2) Waive the hours of service requirements for such vehicles;

- 3) Suspend the enforcement of the licensing and registration requirements under the International Fuel Tax Agreement (IFTA) pursuant to Chapter 207 Florida Statutes, and the International Registration Plan (IRP) pursuant to section 320.0715, Florida Statutes, for motor carriers or drivers operating commercial motor vehicles that are properly registered in other jurisdictions and that are participating in emergency relief efforts through the transportation of equipment and supplies or providing other assistance in the form of emergency services;

4) Waive fees for duplicate or replacement vessel registration certificates, vessel title certificates, vehicle license plates, vehicle registration certificates, vehicle tag certificates, vehicle title certificates, handicapped parking permits, replacement drivers' licenses, and replacement identification cards and to waive the additional fees for the late renewal of or application for such licenses, certificates, and documents due to the effects of adverse weather conditions; and,

5) Defer administrative actions and waive fees imposed by law for the late renewal or application for the above licenses, certificates, and documents, which were delayed due to the effects of adverse weather conditions, including in counties wherein the DHSMV has closed offices, or any office of the County Tax Collector that acts on behalf of the DHSMV to process renewals has closed offices due to adverse weather conditions.

Recordkeeping and other applicable requirements for existing IFTA and IRP licensees and registrants are not affected by this order. The DHSMV shall promptly notify the State Coordinating Officer when the waiver is no longer necessary.

G. In accordance with section 465.0275, Florida Statutes, pharmacists may dispense up to a 30-day emergency prescription refill of maintenance medication to persons who reside in an area or county covered under this Executive Order and to emergency personnel who have been activated by their state and local agency but who do not reside in an area or county covered by this Executive Order.

H. All State agencies responsible for the use of State buildings and facilities may close such buildings and facilities in those portions of the State affected by this emergency, to the extent to meet this emergency. I direct each State agency to report the closure of any State building or facility to the Department of Management Services.

Furthermore, I direct the Department of Management Services to maintain an accurate and up-to-date list of all such closures.

I. All State agencies may abrogate the time requirements, notice requirements, and deadlines for final action on applications for permits, licenses, rates, and other approvals under any statutes or rules under which such application are deemed to be approved unless disapproved in writing by specified deadlines, and all such time requirements that have not yet expired as of the date of this Executive Order are suspended and tolled to the extent needed to meet this emergency.

Section 5. All public facilities, including elementary and secondary schools, community colleges, state universities, and other facilities owned or leased by the state, regional or local governments that are suitable for use as public shelters shall be made available at the request of the local emergency management agencies to ensure the proper reception and care of all evacuees.

Section 6. I find that the demands placed upon the funds appropriated to the agencies of the State of Florida and to local agencies are unreasonably great and may be inadequate to pay the costs of coping with this disaster. In accordance with section 252.37(2), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys appropriated for other purposes, moneys from unappropriated surplus funds, or from the Budget Stabilization Fund.

Section 7. All State agencies entering emergency final orders or other final actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable.

Section 8. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

Section 9. Pursuant to section 501.160, Florida Statutes, it is unlawful and a violation of section 501.204 for a person to rent or sell or offer to rent or sell at an unconscionable price within the area for which the state of emergency is declared, any essential commodity including, but not limited to, supplies, services, provisions, or equipment that is necessary for consumption or use as a direct result of the emergency.

Section 10. Under the authority contained in sections 252.36(5)(a), (g), and (m), Florida Statutes, I direct that, for the purposes of this emergency, the term “essentials”, as defined by section 252.359(2), Florida Statutes, shall be the same as and no more expansive than the term “commodity”, as defined by section 501.160(1)(a), Florida Statutes (hereinafter referred to collectively or alternatively as “essential commodities”). Accordingly, any person who delivers essential commodities to a location in the area(s) declared to be under a state of emergency by this Executive Order, and when necessary to ensure that those commodities are made available to the public, may travel within evacuated areas and exceed curfews, provided the State Coordinating Officer determines, after consultation with the appropriate Emergency Support Function(s), that:

A. Law enforcement officials in the declared area(s) can provide adequate security to protect the essential commodities from theft;

B. The weight of a delivery vehicle will not jeopardize the structural integrity of any roadway or bridge located within the declared area;

C. Delivery vehicles will not negatively impact evacuation activities in the declared area(s); and,

D. Delivery vehicles will not negatively impact any response or recovery activities occurring within the declared area(s).

After consulting with the appropriate Emergency Support Function(s), and after consulting with local officials, the State Coordinating Officer may dictate the routes of ingress, egress, and movement within the declared area(s) that drivers must follow when delivering essential commodities.

Provided he or she is actually delivering medications, any person authorized to deliver medications under chapter 893, Florida Statutes, qualifies as a person delivering essential commodities.

In order to qualify as a person delivering essential commodities under this section, a person must be in the process of delivering essential commodities only. If an individual is transporting both essential and non-essential commodities, then this section shall not provide any authorization for that individual to enter into or move within the declared area(s).

Section 11. Consistent with Executive Order 80-29, nothing in this Order shall prevent local jurisdictions in any area not declared to be under a state of emergency by this Executive Order from taking prompt and necessary action to save lives and protect the property of their citizens, including the authority to compel and direct timely evacuation when necessary.

Section 12. I authorize the Florida Housing Finance Corporation to distribute funds pursuant to section 420.9073, Florida Statutes, to any county, municipality, or other political subdivision located within the area(s) declared to be under a state of emergency by this executive order. The authority of the Florida Housing Finance Corporation to distribute funds under this state of emergency shall expire six months from the date of this Order.

Section 13. All actions taken by the Director of the Division of Emergency Management with respect to this emergency before the issuance of this Executive Order are ratified. This Executive Order shall expire sixty days from this date unless extended.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 3rd day of October, 2016.




GOVERNOR

ATTEST:

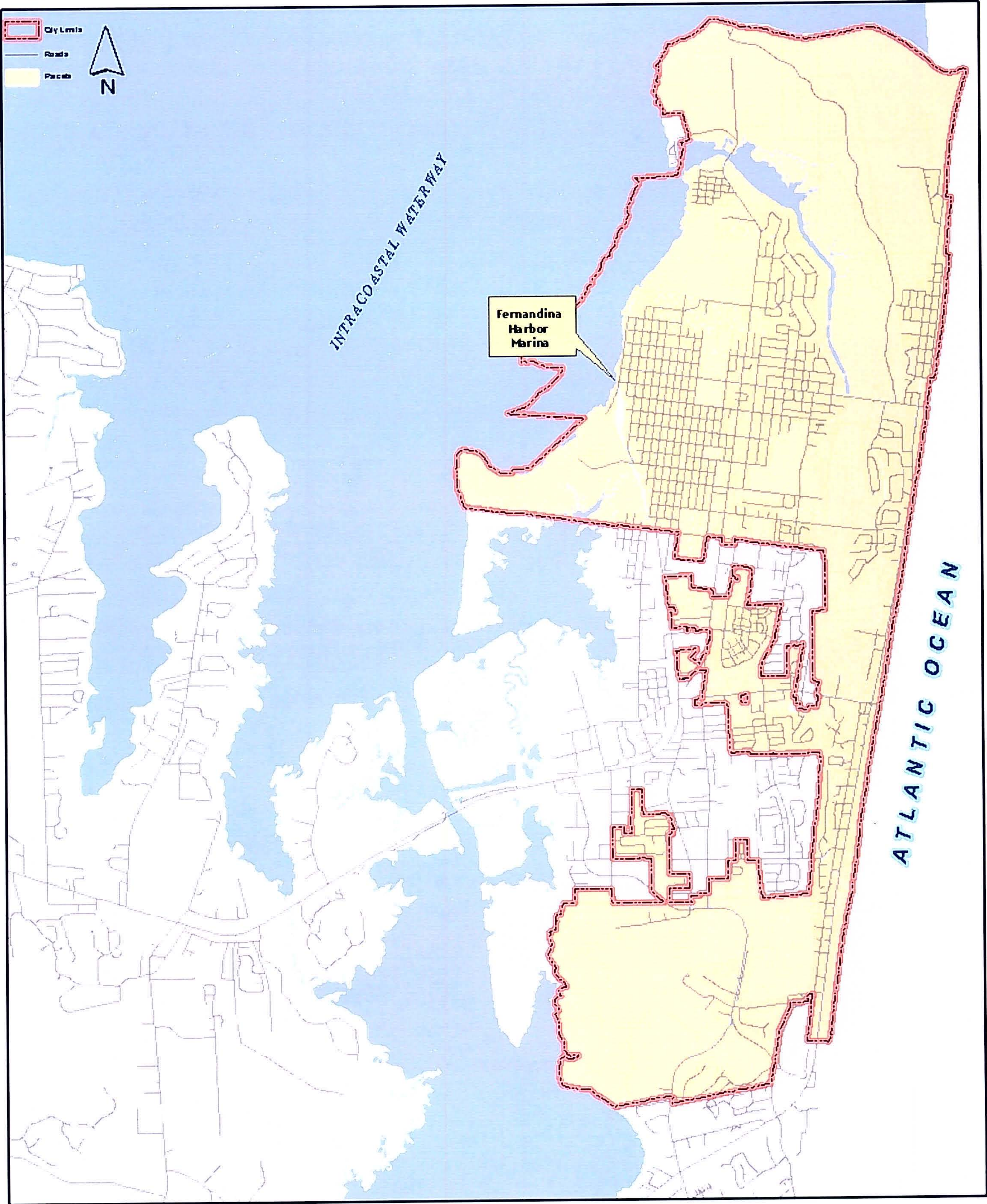

SECRETARY OF STATE

FILED
2016 OCT -3 PM 3:03
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA



City of Fernandina Beach

4/11/2011



Project Number: **NA-FB-15-17**

Original Project Cost Estimate

Project Title: Breakwater Dock Safety Enhancements - Phase II

Applicant: City of Fernandina Beach

Rev Date:

PROJECT ELEMENT DETAILS

Project Elements	Qty (Number and/or Footage)	Estimated Cost	Applicants Cost	FIND Cost
Remove Existing Water Boards & Install Replacement Thru Rods	Approx. 275'	\$190,000.00	\$100,694.00	\$89,306.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
TOTALS		\$190,000.00	\$100,694.00	\$89,306.00

ATTACHMENT E-2

**WATERWAYS ASSISTANCE PROGRAM FY 2017
PROJECT APPLICATION
APPLICANT INFORMATION – PROJECT SUMMARY**

APPLICANT INFORMATION			
Applicant: City of Fernandina Beach			
Department: Marina			
Project Title: Re-purpose Funds for Fuel Dock Safety Enhancements			
Project Director: Joe Springer		Title:	Marina Manager
Project Liaison: <i>(if different from Project)</i>	Dale Martin	Title:	City Manager
Mailing Address:	204 Ash Street		
City: Fernandina Beach	Zip Code:	32034	
Email Address: dmartin@fbfl.org	Phone #:	904-310-3100	
Project Address:	3 S. Front Street ~ Fernandina Beach ~ FL ~ 32034		

***** I hereby certify that the information provided in this application is true and accurate. *****

SIGNATURE: _____

DATE: July 17th, 2017

PROJECT NARRATIVE (Please summarize the project in space provided below in 2 paragraphs or less.)

Fernandina's breakwater dock was built 25 years ago. Since that time, the size and weight of boats traveling on the AICW and visiting our marina have increased every year. This dock was deemed unsafe after Hurricane Matthew in October 2016 passed through. The City of Fernandina Beach is working with Local, State and Federal agencies to effect the needed repairs to the entire marina including this fuel dock.

It is our intent to make the Fuel Dock area of this dock safe and usable to allow the dispensing of fuel, water, pump outs and overnight dockage.

**ATTACHMENT E-3
PROJECT INFORMATION 2017**

Applicant: City of Fernandina Beach		Project Title: Re-purpose Funds for the Fuel Dock Safety Enhancements	
Total Project Cost: \$190,000	FIND Funding Requested: \$ 89,306	% of Total Cost: 47%	
Amount and Source of Applicant's Matching Funds: 100,000 – FWC \$694 City of Fernandina Beach			

1. Ownership of Project Site (check one): Own: ☒ Leased: ☐ Other: ☐

2. If leased or other, please describe lease or terms and conditions:

3. Has the District previously provided assistance funding to this project or site? Yes: ☒ No: ☐

4. If yes, please list: 2012/Dredging Project Phase II, 2013/Breakwater Dock Enhancements, 2014/Welcome Center Observation Deck, 2014&2015/ Mooring Field Increase Phase I and Phase Ia, 2014/Dredge Project Phase II, 2015/Dock 6 Safety Enhancements, 2016/Southern Basin Realignment Phase I, 2016 Marina Basin Maintenance Dredging

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable): The marina is configured for 120 slips, parking for up to 30 vehicle and trailers and a 24 hr. boat ramp.

6. How many additional ramps, slips, parking spaces or other access features will be added by this project? None

7. Are fees charged for the use of this project? No ☐ Yes ☒ **

****If yes, please attach additional documentation of fees and how they compare with fees from similar public & private facilities in the area.**

Please list all Environmental Resource Permits required for this project:

AGENCY	Yes / No / N/A	Date Applied For	Date Received
WMD			
DEP			
ACOE			
COUNTY / CITY	YES	Before Construction starts	

ATTACHMENT E-4

WATERWAYS ASSISTANCE PROGRAM APPLICATION AND EVALUATION WORKSHEET

DIRECTIONS: All applicants will complete questions 1 through 6, and then based on the type of project, complete one and only one subsection (E-4A, B, C, D or E) for questions 7-10.

****Please keep your answers brief and do not change the pagination of Attachment E-4****

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

Project Title:	Re-purpose Funds for the Fuel Dock Safety Enhancements
Applicant:	City of Fernandina Beach

1) PRIORITY LIST:

- a) **Denote the priority list category of this project from Attachment C in the application.** (The application may only be of **one** type based upon the predominant cost of the project elements.)

#8 Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities

- b) **Explain how the project fits this priority category.**

This project is for the benefit of the local and the transient boaters to provide for a safe and appropriate infrastructure to operate a fueling/docking area.

(For reviewer only)

Max. Available Score for application _____

Question 1. Range of Score (1 to _____ points)

2) WATERWAY RELATIONSHIP:

- a) Explain how the project relates to the ICW and the mission of the Navigation District.**

The project fits with the mission of the Navigational District as it is a waterway improvement program that enables boats traveling the ICW a safe and steadfast fueling/docking location.

- b) What public access or navigational benefit to the ICW or adjoining waterway will result from this project?**

With vessel owners knowing they have a safe and sufficient fueling/docking destination on the ICW in this marina, the vessel will come into the ICW from the ocean.

(For reviewer only)
(1-6 points)

3) PUBLIC USAGE & BENEFITS:

- a) How is the public usage of this project clearly identified and quantified? Estimate the amount of total public use.**

Quantification will be achieved by tracking the numbers of vessels that visit the dock for fuel, water, pump out and/or dockage.

- b) Discuss the regional and local public benefits that will be provided by the project. Can residents from other counties of the District reasonably access and use the project? Explain.**

As the first and last marina in Florida that is available to boaters traveling north and south, Fernandina Harbor Marina must maintain a reputation as a reliable stop for both local and transient boaters to stop for Fuel, water, pump outs, and dockage. Being able to accommodate these boats will benefit the local economy that relies heavily on tourism for revenue and jobs.

- c) Are there any restrictions placed on commercial access or use of this site?**

Access is limited only by the size of the vessel

(For reviewer only)
(1-8 points)

4) TIMELINESS

- a) **Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-6.**

Bid documents are being prepared in July 2017. The bidding process will be in July/August 2017, and vendor(s) will be selected in August 2017. Contract(s) will be executed in September 2017. Work will begin October/November 2017 and the project will be complete in March 2018.

- b) **Briefly explain any unique aspects of this project that could influence the project timeline.**

Weather conditions might create temporary and short delays in the project but there appears to be no other aspects that could influence this timeline.

(For reviewer only)
(1-3 points)

5) COSTS & EFFICIENCY:

- a) **List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project.**

\$100,000 granted to the city of Fernandina Beach by FWC for the Safety and Enhancement project has started the process of being re-purposed.

- b) **Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.**

N/A

- c) **Describe any methods to be utilized to increase the cost efficiency of this project.**

The bidding process will be completed in a manner that will allow one vendor to be successful for all phases of the project but will not limit the project to just one successful bidder.

- d) **If there are any fees associated with the use of this facility, please detail. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.**

Yes – Rate Sheet included

(For reviewer only)
(1-6 points)

6) PROJECT VIABILITY:

- a) What specific need in the community does this project fill? Is this project referenced or incorporated in an existing maritime management, public assess or comp plan?**

By not having the use of the fueling dock, the City has suffered in the amount of tourist traffic the Marina guests provide. In addition, local boaters are having to travel to other locations for those services they were obtaining form the marina.

- b) Clearly demonstrate how the project will continue to be maintained and funded after District funding is completed.**

When this project is complete, the City of Fernandina Beach will utilize local property taxes to maintain this project.

- c) Will the program result in significant and lasting benefits? Explain.**

As previously stated, the existing docks are between 25 – 30 years old. Any process that can add life to these existing docks will not be affected by future improvements to the marina. In each scenario that is being considered, this is the one portion that will remain in the same location to complete the process of fueling/water/pump out / dockage for future boaters.

- d) Please describe any environmental benefits associated with this project.**

By re-establishing the component of fuel/water/pump out and dockage in our marina, vessels will not be required to travel out of the city for these services. In addition, vessel will be able to dock at he marina instead of having to drop anchors in the anchorage nearby.

(For reviewer only)
(1-7 points)

SUB-TOTAL _____

**ATTACHMENT E-4A
DEVELOPMENT & CONSTRUCTION PROJECTS**

**WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET**

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A
DEVELOPMENT OR CONSTRUCTION PROJECT BUT IS NOT AN INLET
MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

7) PERMITTING:

- a) **Have all required environmental permits been applied for? (USACE, DEP and WMD)**
If permits are NOT required, explain why not.

Yes

- b) **If the project is a Phase I project, list the tasks scheduled to obtain the necessary permits and engineering work and provide a general cost estimate for the future Phase II work.**

- c) **Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.**

No significant impediments have been identified.

(For reviewer only)
(1-4 points)

8) PROJECT DESIGN:

- a) **Has the design work been completed? If this is a Phase I project, has a preliminary design been developed?**

This project will repeat the existing structures and features currently designed for the marina.

- b) **Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?**

Yes – at this time there is no fuel, water, pump out or dockage available to most boaters visiting Fernandina Beach. With this project's completion, we will see local boaters not having to travel to obtain our services, we will see vessels leave the anchorage and come to the docks and even provide for the locals and visitors to have a place to watch the beautiful Florida's sunsets.

(For reviewer only)

(1-2 points)

9) CONSTRUCTION TECHNIQUES:

- a) **Briefly explain the construction techniques to be utilized for this project. If a Phase 1, elaborate on potential techniques.**

“Thru Rods” and “Waler Boards” will be installed to provide for safe and functional use of the fuel dock, electricity will be made available in the second step, fueling components will be certified and reactivated and potable water and pump out will be plumbed for boater's use.

- b) **How are the utilized construction techniques appropriate for the project site?**

This is a standard construction project that will not require any unique considerations.

- c) **Identify any unusual construction techniques that may increase or decrease the costs of the project.**

None identified

(For reviewer only)

(1-3 points)

10) CONSTRUCTION MATERIALS:

- a) **List the materials to be utilized for this project. What is the design life of the proposed materials compared to other available materials?**

Standard anodized aluminum and stainless steel thru rods, standard timber style waler boards, electrical wire and plumbing components will be used.

- b) **Identify any unique construction materials that may significantly alter the project costs.**

None identified

(For reviewer only)
(1-3 points)

**RATING POINT
TOTAL** _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

**ATTACHMENT E-4F
EMERGENCY RE-CONSTRUCTION**

**WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET**

THIS ATTACHMENT IS TO BE COMPLETED ONLY IF YOUR PROJECT IS A
WATERWAY PROJECT THAT WAS DAMAGED BY A NATURAL DISASTER AS
DECLARED BY A STATE OF EMERGENCY UNDER CHAPTER 252, FLORIDA
STATUTES.

11 (Extra) STORM DAMAGE EVALUATION:

- a) List the State emergency declaration order or proclamation.**

Hurricane Matthew – October 2016

- b) Is this project a previously funded FIND grant project?**

Yes – Breakwater Dock Safety Enhancement NA-FB-15-17

- c) Detail the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair.**

FWC had granted \$100,000 dollars for the original process and is currently being asked to allow us to re-purpose their funds also.

*(For reviewer only)
(0-3 points)*

ATTACHMENT E-5

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2017

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Re-purpose Funds for the Fuel Dock Safety Enhancements
Applicant:	City of Fernandina Beach

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i>	Quantity or Total Estimated Cost (Number and/or Footage etc.)	Applicant's Cost	FIND Cost
Return north section of the dock to a safe and functional fuel dock	\$ 80,000	\$ 42,400	\$ 37,600
Provide for temporary construction style office for fuel dock central locations for all power, water, telephone, data and fuel reporting systems	\$ 10,500	\$ 5,565	\$ 4,935
Re-establish power, water and fire protection to the fuel dock	\$ 55,000	\$ 29,150	\$ 25,850
Re-establish pump out and plumbing lines to for pump out devices	\$ 3,500	\$ 1,855	\$ 1,645
Re-establish communications, telephone, data and fuel reporting systems	\$ 9,500	\$ 5,035	\$ 4,465
Re-establish gas and diesel systems including Precision, Pressure, Dispenser and Tanks	\$ 26,500	\$ 13,774	\$ 12,226
Recertification of all required components	\$ 4,000	\$ 2,120	\$ 1,880
Testing and Turnover.	\$ 1,500	\$ 795	\$ 705

**TOTALS =	\$ 190,000	\$ 100,694	\$ 89,306
-------------------	-------------------	-------------------	------------------

**ATTACHMENT E-6
WATERWAYS ASSISTANCE PROGRAM 2017**

PROJECT TIMELINE

Project Title:	Hurricane Matthew Fuel Dock Emergency Funding
Applicant:	City of Fernandina Beach

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.

NOTE: All funded activities must begin AFTER October 1st
(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

Bid documents will be prepared in July 2017. The bidding process will begin in August 2017. Vendor(s) will be selected in September 2017. Contract(s) will be executed in October 2017 and the project will be completed in March 2018.

Prepare Bid Documents

JULY 2017

Solicit bids and open bids

AUGUST 2017

Bid analysis and contractor(s) selection

SEPTEMBER 2017

Contract execution

OCOTOBER 2017

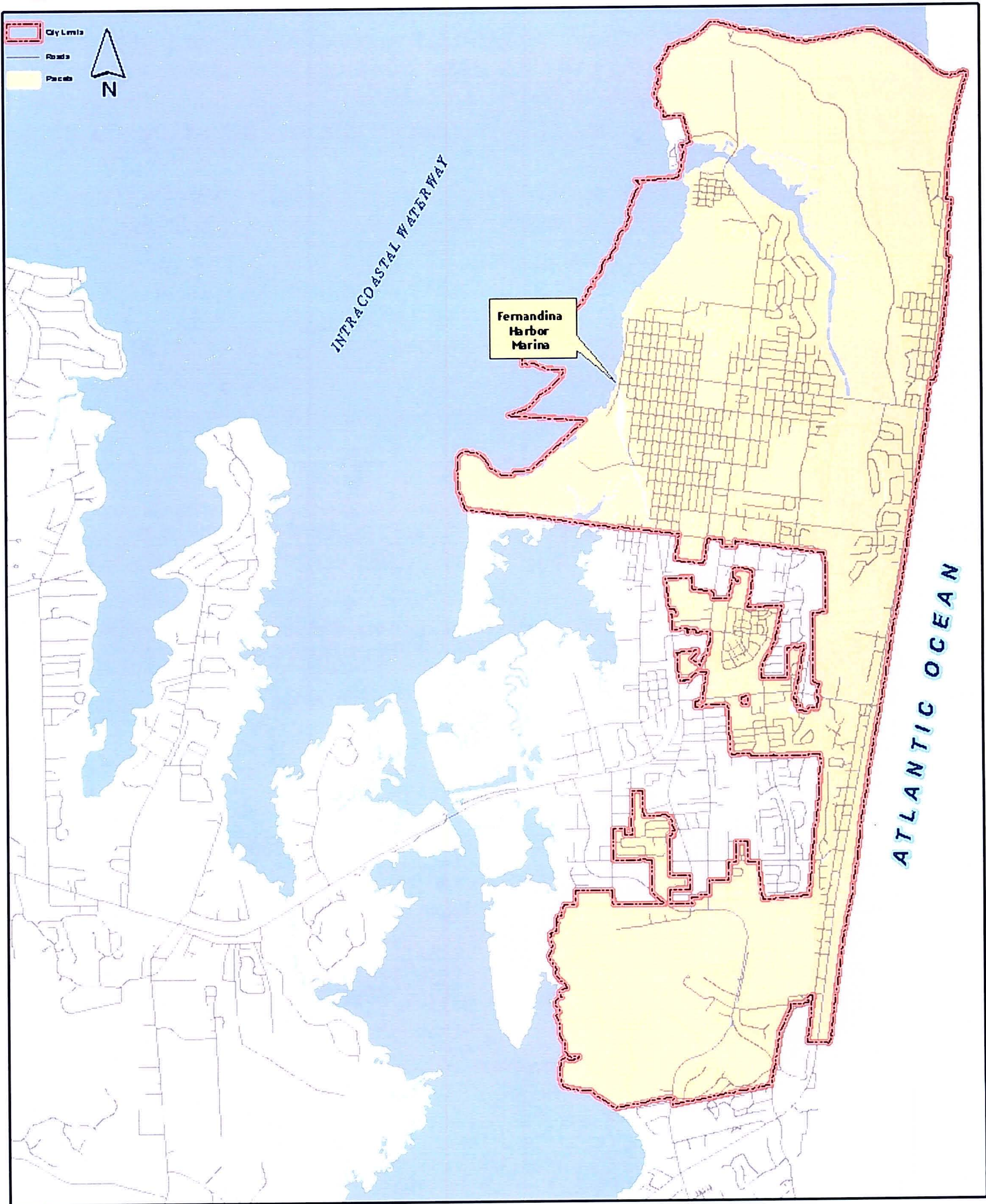
Submit costs documentation to FIND for reimbursement

MARCH 2018



City of Fernandina Beach

4/11/2011



2015-2016 Assistance Projects Requesting a One (1) Year Extension

Project Sponsor	Project Name	Project Number	Reason fo Extension
Martin County	Phipps Park Shoreline Stabilization & Access	MA-15-73	Combin projects for construction in FY17-18
Miami-Dade County	Matheson Hammock Marina Boat Ramps	DA-15-191	Construction delay
City of Daytona Beach	Daytona Beach Day Docks - Phase I	VO-DB-15-109	Time needed to prepare construction contract
City of Daytona Beach	Riverfront Park Esplanade - Phase I	VO-DB-15-108	Need to complete other project first
City of Fort Pierce	Dinghy Dock at Fort Pierce Marina	SL-FP-15-58	Timing of other grant fund awards
City of Sebastian	Working Waterfront Park - Phase 2A	IR-SE-15-58	Still under contruction
City of Vero Beach	Fishing Pier at Riverside Park - Phase I	IR-VB-15-59	Awaiting Phase II grant award
City of Miami	Legion Park Seawall & Boat Ramp - Phase I	DA-MI-15-188	Working on permits
City of Miami	Bayside Wharf at Miamarina - Phase I	DA-MI-15-187	Need additional time to complete project
City of Miami	Miamarina Upgrade of Electrical System	DA-MI-15-182	Need additional time to complete project
City of Miami	Spring Garden Park Seawall & Kayak - Phase I	DA-MI-15-180	Working on permits
City of Miami	Baywalk Southside FEC Slip - Phase II	DA-MI-15-179	Working on permits
City of Miami	Seybold Canal & Wagner Creek Dredging - Phase E	DA-MI-15-178	Need additional time to complete project
City of Miami	Pallot Park Seawall, Baywalk & Kayak - Phase II	DA-MI-15-176	Need additional time to complete project
City of Miami	Miami Marina Park Wet Slips & Mooring - Phase I	DA-MI-15-175	Need additional time to complete project
City of Miami	Alice Wainwright Park Seawall Baywalk Ph I	DA-MI-15-186	Need additional time to complete project
City of Stuart	Shepard Park Improvements	MA-ST-15-75	Poor soils added to construction cost and time
Miami Dade County	Pelican Island Interpretive Signage	SI-DA-15-01	Need additional time to complete project (exp July 2017)



MARTIN COUNTY
BOARD OF COUNTY COMMISSIONERS
 2401 S.E. MONTEREY ROAD • STUART, FL 34996

Telephone: 772-260-6897
 Email: klandry@martin.fl.us

April 17, 2017

DOUG SMITH
 Commissioner, District 1

ED FIELDING
 Commissioner, District 2

HAROLD E. JENKINS II
 Commissioner, District 3

SARAH HEARD
 Commissioner, District 4

EDWARD V. CIAMPI
 Commissioner, District 5

TARYN KRYZDA, CPM
 County Administrator

SARAH W. WOODS
 County Attorney

Janet Zimmerman
 Assistant Executive Director
 Florida Inland Navigational District
 1314 Marcinski Road
 Jupiter, FL 33477

**Re: MA-15-73 Phipps Park Shoreline Stabilization: Grant Agreement
 Extension Request**

Dear Ms. Zimmerman,

As we indicated in our most recent quarterly status report, Martin County Administration feels that it would be more cost effective to combine the shoreline stabilization grant elements (work) with some other previously planned upland improvements.

The permitting for the upland improvements is in progress and is 80% complete. However, it is very likely that construction work will not be completed prior to the end of the Project Period (September 30, 2017). As per the terms of the Agreement, Martin County respectfully requests an extension until September 30, 2018.

As always, we are greatly appreciative of FIND's ongoing support. If you should have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Kevin Landry
 Park Planner and Dev Administrator
 Martin County

TELEPHONE
 772-288-5400

WEB ADDRESS
<http://www.martin.fl.us>



miamidade.gov

Parks, Recreation and Open Spaces Department

275 N.W. 2nd Street
Miami, Florida 33128
T 305-755-7878

May 30, 2017

Ms. Janet Zimmerman
Assistant Executive Director
Florida Inland Navigation District
1314 Marcinski Road,
Jupiter, Florida 33477-9427

Re: Matheson Boat Ramps Construction DA-15-191

Dear Ms. Zimmerman:

We are hard at work on completing the proposed scope for Matheson Boat Ramps Construction (DA-15-191); we estimate the construction will be completed by June, 2017. This is delayed from the originally proposed construction completion date due to the discovery that the sheet piles could not be driven to the required depth, per design. They fell short by approximately 5' and thus changed the dynamics of the proposed sea wall. The seawall will provide a system that now incorporates a dead man wall with tie-back rods. This system will ensure the sea wall will perform as designed, needed, thus preventing erosion and collapse of the land material into the water. This slight delay necessitates us to respectfully request an extension for this project until September 30, 2018. If the extension is granted it will ensure that after construction activities end, ample time will be given for the completion of standard close out procedures and reimbursements for a project.

Thank you for your gracious consideration.

Yours Truly,

A handwritten signature in black ink, appearing to read "Dorothy Mills-Mayers", with a long, sweeping horizontal line extending to the right.

Dorothy Mills-Mayers
Grants Specialist

Delivering Excellence Every Day



THE CITY OF DAYTONA BEACH

"THE WORLD'S MOST FAMOUS BEACH"

Office of the City Manager

March 28, 2017

Janet Zimmerman, Assistant Executive Director
Florida Inland Navigation District
Waterways Assistance Program
1314 Marcinski Rd
Jupiter, Florida 33477

**RE: FIND VO-DB-15-109
Day Docks Phase I**

Dear Janet:

The City respectfully requests an extension of the grant agreement for one year as outlined in Chapter 66B-2.009.1 of the Waterways Assistance Program. The City has submitted a request for construction funding and fully anticipates that the permitting will be completed and the project will be ready for construction by October 1, 2017. However, the extension is requested to the grant agreement to ensure the project commences within the required timeframe.

If you should have questions or require additional information please contact Beth G. Lemke, City Grants Manager, at 407-491-9477 or by email at blemke@planningsolutionscorp.com.

The City of Daytona Beach greatly appreciates the ongoing assistance received from the Florida Inland Navigation District.

Sincerely,

James V. Chisholm
City Manager



THE CITY OF DAYTONA BEACH

"THE WORLD'S MOST FAMOUS BEACH"

Office of the City Manager

March 28, 2017

Janet Zimmerman, Assistant Executive Director
Florida Inland Navigation District
Waterways Assistance Program
1314 Marcinski Rd
Jupiter, Florida 33477

**RE: FIND VO-DB-15-108
Esplanade Phase I**

Dear Janet:

The City respectfully requests an extension of the grant agreement for one year as outlined in Chapter 66B-2.009.1 of the Waterways Assistance Program. The City anticipates constructing the adjacent day docks prior to constructing the Esplanade, as this will be a staging area for construction of the Day Docks. As such, the extension is requested to the grant agreement to allow time for the Day Dock construction to proceed ahead of the Esplanade and ensure the project commences within the required timeframe.

If you should have questions or require additional information please contact Beth G. Lemke, City Grants Manager, at 407-491-9477 or by email at blemke@planningsolutionscorp.com.

The City of Daytona Beach greatly appreciates the ongoing assistance received from the Florida Inland Navigation District.

Sincerely,

James V. Chisholm
City Manager



THE SUNRISE CITY

FORT PIERCE
GRANT ADMINISTRATION
DIVISION *Florida*

132

June 16, 2017

Ms. Janet Zimmerman
Assistant Executive Director
Florida Inland Navigation District (FIND)
1314 Marcinski Road
Jupiter, Florida 33477

RE: FIND Grant Award for Project #SL-FP-15-58

Dear Janet,

The Floating Dinghy Dock project at the Fort Pierce City Marina was partially funded through a grant from FIND, as Project #SL-FP-15-58.

The City received a grant award through the Florida Fish and Wildlife Boating Infrastructure Grant Tier II opportunity for the remaining funds needed for the project in 2014. However, we only recently received the contractual agreement for this award from FWC. We signed the contract and returned it to FWC and are preparing to publish the design/build RFP for the project as soon as FWC returns the finalized contract to us.

Please accept this as my written request to extend the FIND's grant agreement for Project # SL-FP-15-58 with the City of Fort Pierce for one year so we can complete this very important project.

Sincerely,

Libby Woodruff
Manager, Urban Redevelopment

cc: (via email)
Nicholas Mimms
Dean Kubitschek
Jack Andrews
Ed Seissiger
:file



HOME OF PELICAN ISLAND
OFFICE OF THE CITY MANAGER

1225 MAIN STREET ~ SEBASTIAN, FL 32958

PHONE 772-388-8200 ~ FAX 772-581-0149

jgriffin@cityofsebastian.org ~ www.cityofsebastian.org

MEMORANDUM

TO: Janet Zimmerman; F.I.N.D. Asst. Executive Director

RE: Project #: IR-SE-15-58; Request for Extension

DATE: 03 July 2017

Please consider this MEMO a formal grant extension request for the above referenced project.

A chronology of events and justification for the grant extension is as follows:

1. F.I.N.D. grant award for IR-SE-15-58: 02 November 2015
2. City immediately engaged engineering firm: Hoyle Tanner
3. Design/engineering completion: December 2016
4. Construction publically bid: 21 March 2017
5. FDEP permit received: 29 March 2017
6. Construction bid opening: 07 April 2017
7. Construction bid award by City Council: 24 May 2017
8. Construction 'Notice to Proceed:' 09 June 2017

The construction period is scheduled for 120 days. Completion date is 07 October 2017. The City is respectfully requesting a six (6) month extension until 01 March 2018, to provide for any contingencies.

The City of Sebastian is fully committed to this project. Because of high construction cost bids, the City has committed an additional \$129,433 in order to complete the project. Design and permitting have been a challenge. The City has worked diligently through those issues and is now in the construction phase.

Thank you for consideration of this request.

Joe Griffin
City Manager

City of Vero Beach

1053 - 20th PLACE - P.O. BOX 1389
VERO BEACH, FLORIDA 32961-1389



OFFICE OF THE DIRECTOR
PUBLIC WORKS

June 30, 2017

Janet Zimmerman, Assistant Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477

**Re: Project Completion and Agreement Extension
Fishing Pier at Riverside Park – Phase I
Project # IR-VB-15-59**

Dear Ms. Zimmerman:

The City of Vero Beach is requesting a one year extension for the Phase 1 grant to construct a fishing pier at Riverside Park. The permitting process took 14 months to complete due to backlogs at the NMFS office. We now have the permits in hand and have applied for Phase 2 funding. With anticipation of being awarded Phase 2 funding we will have this project under construction in late 2017 or early 2018 and will be able to complete the Phase 1 closeout paperwork.

Please contact me at (772) 978-4800 or ddexter@covb.org should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Dexter", is written over a horizontal line.

Donald H. Dexter
Public Works Manager

DHD/pls

V:\LAND_PROJECTS\2014\2014-30 Riverside Park Fishing Pier\FIND Grant\Phase I\Phase 1 extension_JZimmerman_Jun 30 2017.docx

City of Miami



DANIEL J. ALFONSO
City Manager

June 29, 2017

Janet Zimmerman, Assistant Executive Director
Florida Inland Navigation District
1314 Marcinski Rd
Jupiter, Florida 33477

RE: Legion Park Seawall & Boat Ramp - Phase I, B-40510
Project No. DA-MI-15-188

Dear Ms. Zimmerman:

The City of Miami respectfully requests a one-year extension of time for the above referenced agreement. In late April, the project plans were submitted for permitting approval with the various permitting agencies: USACE, FDEP, and DERM. Currently, the plans are at 60% completion. The City will apply in 2018 for a Phase II grant from FIND for the construction phase.

Your approval to extend the grant agreement would be gratefully appreciated. Should you have any questions, do not hesitate to contact me at (305) 416-1225.

Sincerely,

Jeovanny Rodriguez, P.E.
Director

JR/wj

cc: Hector Badia, Assistant Director, OCI
Lillian Blondet, Director, Office of Grants Administration
Lai-Wan McGinnis, Budget & Financial Reporting Administrator, OMB
Jose Oliveros, Chief Construction Project Manager, OCI
Jose Caldeira, Project Manager, OCI

City of Miami



DANIEL J. ALFONSO
City Manager

June 29, 2017

Janet Zimmerman, Assistant Executive Director
Florida Inland Navigation District
1314 Marcinski Rd
Jupiter, Florida 33477

RE: Bayside Wharf at MiaMarina - Phase I, B-70045
Project No. DA-MI-15-187

Dear Ms. Zimmerman:

The City of Miami respectfully requests a one-year extension of time for the above referenced agreement. The project is currently in the design phase. It was initially delayed in starting the design due to various negotiations with the design consultant to ensure their proposal aligned with the project's estimated costs and budget.

Your approval to extend the grant agreement would be gratefully appreciated. Should you have any questions, do not hesitate to contact me at (305) 416-1225.

Sincerely,

Jeovanny Rodriguez, P.E.
Director

JR/wj

cc: Hector Badia, Assistant Director, OCI
Lillian Blondet, Director, Office of Grants Administration
Lai-Wan McGinnis, Budget & Financial Reporting Administrator, OMB
Stephen Bogner, Marinas Manager, D.R.E.A.M.

City of Miami



DANIEL J. ALFONSO
City Manager

June 29, 2017

Janet Zimmerman, Assistant Executive Director
Florida Inland Navigation District
1314 Marcinski Rd
Jupiter, Florida 33477

RE: Miamarina Upgrade of Electrical System, B-70044
Project No. DA-MI-15-182

Dear Ms. Zimmerman:

The City of Miami respectfully requests a one-year extension of time for the above referenced agreement. The project began the design in March 2017 and is currently 90% complete. The Design Consultant submitted permitting sets for review last month. At this time, construction is anticipated to begin September 2017. Project completion is projected for April 2018.

Your approval to extend the grant agreement would be gratefully appreciated. Should you have any questions, do not hesitate to contact me at (305) 416-1225.

Sincerely,

Jeovanny Rodriguez, P.E.
Director

JR/wj

cc: Hector Badia, Assistant Director, OCI
Lillian Blondet, Director, Office of Grants Administration
Lai-Wan McGinnis, Budget & Financial Reporting Administrator, OMB
Stephen Bogner, Marinas Manager, D.R.E.A.M.
Jose Oliveros, Chief Construction Project Manager, OCI
Andre Bryan, Project Manager, OCI

City of Miami



DANIEL J. ALFONSO
City Manager

June 29, 2017

Janet Zimmerman, Assistant Executive Director
Florida Inland Navigation District
1314 Marcinski Rd
Jupiter, Florida 33477

RE: Spring Garden Park Seawall & Kayak - Phase I, B-40454A
Project No. DA-MI-15-180

Dear Ms. Zimmerman:

The City of Miami respectfully requests a one-year extension of time for the above referenced agreement. As of today, the project is 60% design complete. The permitting approval process began mid-June with the various permitting agencies DERM, FDEP and USACE. Therefore, the City anticipates completion of the design and permitting plans by April 2018.

Your approval to extend the grant agreement would be gratefully appreciated. Should you have any questions, do not hesitate to contact me at (305) 416-1225.

Sincerely,

Jeovanny Rodriguez, P.E.
Director

JR/wj

cc: Hector Badia, Assistant Director, OCI
Lillian Blondet, Director, Office of Grants Administration
Lai-Wan McGinnis, Budget & Financial Reporting Administrator, OMB
Jose Oliveros, Chief Construction Project Manager, OCI
Carlos Vasquez, RA, Construction Manager, OCI

City of Miami



DANIEL J. ALFONSO
City Manager

June 29, 2017

Janet Zimmerman, Assistant Executive Director
Florida Inland Navigation District
1314 Marcinski Rd
Jupiter, Florida 33477

RE: Baywalk Southside FEC Slip - Phase II, B-30538
Project No. DA-MI-15-179

Dear Ms. Zimmerman:

The City of Miami respectfully requests a one-year extension of time for the above referenced agreement. The plans are still going through the permitting approval process and are currently at 80% within said process. Bid phase is anticipated to begin summer 2017 with a projected construction start between Fourth Quarter 2017 and First Quarter 2018. Construction duration is approximately 130 days.

Your approval to extend the grant agreement would be gratefully appreciated. Should you have any questions, do not hesitate to contact me at (305) 416-1225.

Sincerely,

Jeovanny Rodriguez, P.E.
Director

JR/wj

ec: Hector Badia, Assistant Director, OCI
Lillian Blondet, Director, Office of Grants Administration
Lai-Wan McGinnis, Budget & Financial Reporting Administrator, OMB
Giraldo Marquez, P.E., Chief Design Project Manager, OCI
Jose Oliveros, Chief Construction Project Manager, OCI
John De Pazos, Sr. Project Manager, OCI

City of Miami



DANIEL J. ALFONSO
City Manager

June 29, 2017

Janet Zimmerman, Assistant Executive Director
Florida Inland Navigation District
1314 Marcinski Rd
Jupiter, Florida 33477

RE: Seybold Canal & Wagner Creek Dredging - Phase E, B-50643
Project No. DA-MI-15-178

Dear Ms. Zimmerman:

The City of Miami respectfully requests a one-year extension of time for the above referenced agreement. The Design-Build contract was executed on March 30, 2017. The NTP was issued to Severson Environmental Services for April 26, 2017. Field mobilization commenced in May 2017. A public meeting was held on May 16, 2017 as part of the Public Relations effort for this project pursuant to the CAP. Dredging is anticipated to commence during the next reporting period with a targeted completion date of August 2018.

Your approval to extend the grant agreement would be gratefully appreciated. Should you have any questions, do not hesitate to contact me at (305) 416-1225.

Sincerely,

Jeovanny Rodriguez, P.E.
Director

JR/wj

ec: Hector Badia, Assistant Director, OCI
Lillian Blondet, Director, Office of Grants Administration
Lai-Wan McGinnis, Budget & Financial Reporting Administrator, OMB
Giraldo Marquez, P.E., Chief of Design Project Manager, OCI
Jose Oliveros, Chief Construction Project Manager, OCI
Jose Lago, P.E., Sr. Project Manager, OCI
Robert Fenton, Sr. Construction Manager, OCI

City of Miami



DANIEL J. ALFONSO
City Manager

June 29, 2017

Janet Zimmerman, Assistant Executive Director
Florida Inland Navigation District
1314 Marcinski Rd
Jupiter, Florida 33477

RE: Pallot Park Seawall, Baywalk & Kayak - Phase II, B-40542
Project No. DA-MI-15-176

Dear Ms. Zimmerman:

The City of Miami respectfully requests a one-year extension of time for the above referenced agreement. In June 2017, staff from OCI, City Attorney and representatives from the Nilda Milton Revocable Trust met to finalize the revised draft of the management agreement. The City anticipates final execution of the management agreement by mid-July 2017. Thereafter, construction will commence.

Your approval to extend the grant agreement would be gratefully appreciated. Should you have any questions, do not hesitate to contact me at (305) 416-1225.

Sincerely,

Jeovanny Rodriguez, P.E.
Director

JR/wj

cc: Hector Badia, Assistant Director, OCI
Lillian Blondet, Director, Office of Grants Administration
Lai-Wan McGinnis, Budget & Financial Reporting Administrator, OMB
Jose Oliveros, Chief Construction Project Manager, OCI

City of Miami



DANIEL J. ALFONSO
City Manager

June 29, 2017

Janet Zimmerman, Assistant Executive Director
Florida Inland Navigation District
1314 Marcinski Rd
Jupiter, Florida 33477

RE: Miami Marina Park Wet Slips & Mooring Field Phase I, B-70042
Project No. DA-MI-15-175

Dear Ms. Zimmerman:

The City of Miami respectfully requests a one-year extension of time for the above referenced agreement. The project is currently in the design phase. It was initially delayed in starting the design due to various negotiations with the design consultant to ensure their proposal aligned with the project's estimated costs and budget.

Your approval to extend the grant agreement would be gratefully appreciated. Should you have any questions, do not hesitate to contact me at (305) 416-1225.

Sincerely,

Jeovanny Rodriguez, P.E.
Director

JR/wj

ec: Hector Badia, Assistant Director, OCI
Lillian Blondet, Director, Office of Grants Administration
Lai-Wan McGinnis, Budget & Financial Reporting Administrator, OMB
Stephen Bogner, Marinas Manager, D.R.E.A.M.

City of Miami



DANIEL J. ALFONSO
City Manager

June 29, 2017

Janet Zimmerman, Assistant Executive Director
Florida Inland Navigation District
1314 Marcinski Rd
Jupiter, Florida 33477

RE: Alice Wainwright Park Seawall & Baywalk - Phase I, B-40454C
Project No. DA-MI-15-186

Dear Ms. Zimmerman:

The City of Miami respectfully requests a one-year extension of time for the above referenced agreement. The City received proposal from design consultant and requested a revision to only include work totaling the current available funds in the project's budget. Funds will need to be appropriated to cover the remaining shortfall to complete the design and permitting of the project. In 2018, the City will apply for a Phase II FIND Grant for the construction phase.

Your approval to extend the grant agreement would be gratefully appreciated. Should you have any questions, do not hesitate to contact me at (305) 416-1225.

Sincerely,

Jeovanny Rodriguez, P.E.
Director

JR/wj

ec: Hector Badia, Assistant Director, OCI
Lillian Blondet, Director, Office of Grants Administration
Lai-Wan McGinnis, Budget & Financial Reporting Administrator, OMB
Jose Oliveros, Chief Construction Project Manager, OCI
Carlos Lozano, Project Manager, OCI



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Telephone (772) 288-5332
Fax (772) 288-5381

Public Works Department
Tim Voelker, P.E.
City Engineer

tvoelker@ci.stuart.fl.us

July 5, 2017

Janet Zimmerman
Assistant Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477

Subject: 2015 FIND Project Agreement Extension Request
Shepard Park Improvements
Project #MA-ST-15-75

Dear Ms. Zimmerman:

The City of Stuart is requesting a one year extension for the Shepard Park Improvement project (MA-ST-15-75). Due to poor soil conditions encountered onsite, the project requires longer sheet piles and driven prestressed concrete piles for the tieback/deadman anchoring system. These items have increased the original estimated project cost from \$494,000.00 to \$970,000.00. Therefore, the City is requesting an additional \$261,667.50 in FIND approved assistance funding for the 2017 FIND Waterways Assistance Program. The City recently submitted an application for additional funding for this project in March 2017, as well as, presented at the FIND Board of Commissioners meeting on June 17, 2017. Below is a revised schedule:

November 2017 – Advertise invitation to bid
January/February 2018 - Award construction contract
Spring 2018 – Issue Notice to Proceed
Summer 2018 – Construction completion

If you have any questions or need any additional information, please don't hesitate to contact me at (772) 288-5332.

Sincerely,

CITY OF STUART

Tim Voelker, P.E.
City Engineer



miamidade.gov

Parks, Recreation and Open Spaces Department

275 N.W. 2nd Street
Miami, Florida 33128
T 305-755-7878

July 5, 2017

Ms. Janet Zimmerman
Assistant Executive Director
Florida Inland Navigation District
1314 Marcinski Road,
Jupiter, Florida 33477-9427

Re: Pelican Island Interpretive Signage SI-DA-15-01

Dear Ms. Zimmerman:

We are hard at work on completing the proposed scope for the Pelican Island Interpretive Signage (SI-DA-15-191). We have completed the portion of the scope that required installation of interpretative signage at Pelican Island. Next week we will submit to you pictures of the signage installed. Although we have made significant progress with the signage, we have faced some unforeseen challenges with the tree removal portion of the scope of work. Our original bid for a vendor to remove the 20 plus trees came in at over \$20,000.00. This amount was far above the \$5,000.00 set aside in the grant budget to do the work required. Hence, since the time the bid closed we have had volunteers come to Pelican Island and assist our staff in removing a little over half of the trees that needed to be removed. There currently only remains less than 10 trees to remove. We are hoping to re-bid the work with a lesser amount of trees and with less tree hauling requirements in an attempt to get a bid awarded at around \$5,000.00. This slight delay necessitates us to respectfully request an extension for this project until September 30, 2018. If the extension is granted it will ensure that ample time will be given for the completion of the project, standard close out procedures and reimbursements for the project.

Thank you for your gracious consideration.

Yours Truly,

A handwritten signature in blue ink, appearing to read "Kristina Brown", written over a faint, larger signature.

Kristina Brown
Grants Administrator

Delivering Excellence Every Day

2017-2018 Assistance Program (WAP and CAP) Project Application Rankings

Agenda Item#	PROJECT SPONSOR	PROJECT TITLE	Highest possible	AVERAGE SCORE
10.21	City of Miami	Seybold Canal and Wagner Creek Dredging Phase G	50	49.20
10.10A	City of St Augustine	Salt Run Channel Dredging Phase 8	50	48.40
10.40	City of Cocoa Beach	Channel Marker Replacement	50	48.33
10.53	Flagler County	Bings Landing South Seawall	49	47.11
10.01	City of Daytona Beach	Riverfront Park Day Docks Phase II	47	45.80
10.59	City of Fernandina	Southern Basin Dock Realignment Phase IB	47	45.33
10.61	City of Fernandina	Marina Basin Maintenance Dredging Phase II	47	45.33
10.17	City of Miami	Myers Park Seawall, Boat Ramp and Parking Phase I	47	45.20
10.02	City of Edgewater	George Kennedy Park Boat Ramp Replacement*	47	45.10
9.1	FDEP	Florida Clean Vessel Act Program	47	44.90
10.34	City of Jacksonville	Post Street Dock Phase I	47	44.70
10.66	St Lucie County	Fisherman's Wharf Bulkhead and Boat Ramp Phase II	47	44.67
10.38	City of Jacksonville	St Johns Marine Boat Ramp Phase I	47	44.60
10.05	City of Ormond Beach	Cassen Park Public Dock Phase II	47	44.50
10.32	City of Jacksonville	Mandarin Boat Ramp Dock and Kayak Launch Phase I	47	44.50
10.44	City of Fort Lauderdale	George English Park Boat Ramp	47	44.50
10.69	City of Vero Beach	City Marina Mooring Field Expansion Phase I	47	44.44
10.11	St Johns County	Palm Valley Boat Ramp West Phase I	47	44.40
10.18	City of Miami	Knight Center Dockage Phase I	47	44.40
10.39	City of Cocoa	Lee Wenner Park T-Dock and Day Slips	47	44.33
10.63	Martin County	Jensen Beach Managed Mooring Field	47	44.33
10.31	City of Jacksonville	Joe Carlucci Dock Phase II	47	44.30
10.13	Miami Dade	Pelican Marina Boat Ramp Parking Lot Renovations	47	44.20
10.16	City of Miami	Virginia Key Seawall, Dock and Kayak Launch Phase II	47	44.20
10.47	City of Fort Lauderdale	Riverwalk Floating Dock Phase I	47	44.20
10.49	City of Fort Lauderdale	Bahia Mar Yachting Center Dredging Phase II	47	44.20
10.42	City of Melbourne	Ballard Park Boat Dock and Ramp Phase I	47	44.00
10.24	City of Miami	Regatta Park Baywalk, Boat Hoists, Dock Phase II	47	43.90
10.33	City of Jacksonville	Oak Harbor Boat Ramp Dredge Phase I	47	43.90
10.58	Village of North Palm Beach	Anchorage Park	47	43.89
10.60	City of Fernandina	Mooring Field Capacity Increase Phase II	47	43.89
10.55	City of Belle Glade	Pavilion Lake Piers and Dock	47	43.78
10.03	City of New Smyrna Beach	Swoope Boat Ramp Parking Phase II	47	43.70
10.54	Town of Marineland	Marineland Marina Phase 3	47	43.44
10.57	City of Riviera Beach	Riviera Beach Marina Pier F	47	43.44
10.08	Volusia County	Lemon Bluff Park	47	43.40
10.07	City of Port Orange	Causeway Park Boat Dock	47	43.30
10.09	City of St Augustine	Riberia Pointe Kayak Launch Phase II	47	43.30
10.62	City of Stuart	Shepard Park Improvements Phase 3	45	42.89
10.7	City of Vero Beach	City Marina Small Floating Docks	47	42.78
10.25	City of Miami Beach	Indian Beach Park Shoreline Project	45	42.70
10.30	City of Jacksonville	Half Moon Island Park Phase 2B	47	42.70
10.68	City of Vero Beach	City Marina Center Dock Improvements	47	42.56
10.04	City of Oak Hill	Sunrise Park Phase I	45	42.50
10.43	Town of Melbourne Beach	Melbourne Beach Town Pier Repair	45	42.44
10.22	City of Miami	25th Rd Seawall, Baywalk and Dock Phase I	45	42.40
10.19	City of Miami	First Presbyterian Church Baywalk Phase I	45	42.20
10.29	City of Jacksonville	Bert Maxwell Boat Ramp Dock	47	42.20
10.20	City of Miami	Spring Garden Park Seawall and Kayak Launch	45	42.00
9.2	FDEP	Florida Clean Marina Program	46	41.60
10.28	City of Atlantic Beach	Marsh View Preserve Fishing Pier	45	41.60
10.35	City of Jacksonville	Ribault River Channel Markers Phase I	50	41.50

2017-2018 Waterway Assistance Program Project Application Rankings

10.67	City of Vero Beach	Fishing Pier at Riverside Park Phase II	45	41.44
10.06	City of Port Orange	Causeway Park Fishing Pier	45	41.40
10.65	City of Port St Lucie	Riverwalk Boardwalk Extension Project	45	41.33
10.14	Miami Dade	Haulover Marina Wet-slips Electrical Upgrades	47	41.30
10.12	St Johns County	Public Safety Docking Facility	44	41.10
10.41	City of Melbourne	Riverview Park Boardwalk Phase I	45	41.00
10.64	Town of Jupiter Island	Public Safety Marine Fire Suppression Pump	44	41.00
10.56	City of Boca Raton	Lake Wyman and Rutherford Park Phase I*	45	40.89
10.37	City of Jacksonville	Sisters Creek Lighting Part 2	47	40.70
10.15	North Miami Beach	Law Enforcement Patrol Boat	44	40.50
10.36	City of Jacksonville	Riverfront Park Fishing Platform Phase I	45	40.50
10.71	Indian River County	Oyster Bar Marsh Trail	45	40.44
10.46	City of Fort Lauderdale	Bill Keith Preserve Shoreline Phase I	45	40.40
10.45	City of Fort Lauderdale	Sweeting Park Dock	45	40.30
9.4	USFWS	Merritt Island NWR Education Center Exhibits	46	40.10
10.50	Town of Hillsboro Beach	Hillsboro Beach Police Dept. Outboard Motor Replacement	44	39.90
10.52	Broward County	Deerfield Island Boardwalk Phase II	45	39.90
10.48	City of Fort Lauderdale	Ft Lauderdale Marine Unit #20 Replacement motors	44	39.70
10.23	City of Miami	MPD Patrol Vessel	44	39.60
10.10	City of St Augustine	St Augustine LE Patrol Boat	44	39.50
10.26	City of Miami Beach	Indian Creek Shoreline Stabilization Greenway Phase IIB	45	38.70
10.51	Broward County	West Lake Park Anne Kolb Nature Center Exhibit upgrade	46	38.60
	Blue = CAP project			

FLORIDA INLAND NAVIGATION DISTRICT



TO: All FIND Commissioners, Executive Director

FROM: Janet Zimmerman, Assistant Executive Director

DATE: July 10, 2017

SUBJECT: Initial Discussion of Proposed Assistance Program Rule Changes

COMMISSIONERS

JON NETTS
CHAIR
FLAGLER COUNTY

DON DONALDSON
VICE-CHAIR
ST. LUCIE COUNTY

J. CARL BLOW
TREASURER
ST. JOHNS COUNTY

FRANK GERNERT
SECRETARY
BROWARD COUNTY

T. SPENCER CROWLEY, III
MIAMI-DADE COUNTY

DONALD J. CUOZZO
MARTIN COUNTY

CHARLES C. ISIMINGER
PALM BEACH COUNTY

SUSANNE McCABE
VOLUSIA COUNTY

MICHAEL O'STEEN
DUVAL COUNTY

JERRY H. SANSOM
BREVARD COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

VACANT
INDIAN RIVER COUNTY

MARK T. CROSLEY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE
DIRECTOR

In working with the Assistance Program and listening to the Commissioner discussion over the past few months, staff has prepared the following list of items for additional consideration by the Board. Should the Board elect to initiate specific changes to our program rules, staff and our attorney will draft specific language to be considered at our August/September meeting.

Preserving Commercial access/usage of boat ramps and docks

- 66B-2.004(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties. Local govt may place reasonable restrictions on commercial operation/use/activities to preserve the project for the equal enjoyment/use of all.
- The commitment to allow commercial users would be included in the project funding agreement, so it would be enforceable.

Local governments currently regulate commercial activities at boat ramps, docks and marinas in a variety of ways. Below are a few examples:

Palm Beach County Phil Foster Park Boat Ramp: COMMERCIAL ACTIVITIES: It is prohibited to solicit or conduct commercial business on or from park property unless previously authorized in writing by the County. Commercial fishermen are permitted to use the park to launch or retrieve their vessels. Businesses such as dive boats, water taxi services, etc. that would result in increased traffic flow in the park are prohibited with the exception of those permitted by contract with the County. Commercial ramp permit \$150 annual.

Martin County: To use County boat ramps for any other purpose than launching boats. Dockage of boats at County boat ramps is prohibited, except during the launch or retrieval of the boat. Use of County docks or boat ramps for commercial purposes is prohibited without express written authorization by the County.

Brevard Newspaper article in 2014: Businesses that launch canoes, kayaks, and stand-up paddle boards from public ramps in unincorporated Brevard County may soon have to pay \$500 a year for a permit to do so. County officials want to prevent the boat-ramp bottlenecks that result when tourists line up to see bottlenose dolphins, manatees and other creatures in the Indian River Lagoon. They are expected to discuss the issue at the Oct. 21 county commission meeting. <http://www.floridatoday.com/story/news/local/2014/10/10/brevard-stands-fee-commercial-kayak-paddleboard-launches/17048139/>

City of Cocoa Beach Parks and Watercraft Ramp Use License Agreement: Through this competitive process, the City Manager shall be permitted to authorize the following number and types of licenses: Seven (7) Kayak/Canoe licenses; Two (2) Stand-Up Paddleboard (SUP) licenses; One (1) Motorized Boat Excursion license; and, Two (2) Commercial Fishing Tour licenses. Specific limits have been established for the total number of commercial patrons permitted, the total number of tours permitted and the total number of patrons permitted per tour on the Banana River Lagoon per day, for each different type of license, as more specifically defined in Section 8(D) of the new License Agreement. http://cocoa beach.granicus.com/MetaViewer.php?view_id=4&event_id=568&meta_id=158416

Miami-Dade: Rule 23. Permit to operate boats for rent or hire

(a) Permission to rent, hire or operate for charge any kind of boat, water craft, whether powered or not, on any park waters or from any park dock, mooring or marina area, shall be reserved for the Park Department or regularly licensed operators. Any boat operating for any commercial activity or for hire, or carrying passengers for money, or contemplating same, before docking or mooring or receiving such passengers at any dock or wharf or landing place or anchorage in the park jurisdiction shall obtain a special permit from the Department.

(b) It shall be necessary for any person operating passenger launches or excursion boats from park waters for rent or hire or carrying passengers for money who desires to maintain a scheduled boat line to land, anchor or tie up in any park area, either seasonal or annual, to make formal written application to the Park Department and upon receiving permission to operate such boat lines or liveries such permittee shall be subject to all the rules and regulations governing the operation of boats in park waters, including the inspection requirements of the Department. (Ord. No. 59-14, Rules, Part 3, Art. 2, § 2, 6-16-59)

The Law Offices of
BRETON, LYNCH, EUBANKS & SUAREZ-MURIAS, P.A.

Peter L. Breton
 Francis X. J. Lynch
 John R. Eubanks, Jr.
 Marta M. Suarez-Murias
 Robert J. Sniffen – Of Counsel

www.blesmlaw.com
 Sender's Direct Line: (561) 721-4003
 E-Mail: pbreton@blesmlaw.com

1209 North Olive Avenue
 West Palm Beach, FL 33401-3515
 Phone: (561) 721-4000
 Facsimile: (561) 721-4001

November 21, 2013

Mark Crosley, Executive Director
 Florida Inland Navigation District
 1314 Marcinski Road
 Jupiter, FL 33477

Re: Commercial Activities at Alsdorf Park

Dear Mark:

Thank you for providing a copy of the letter from Broward County Assistant County Attorney Daphne E. Jones to Mark A. Boudreau dated September 25, 2013 concerning Alsdorf Park Boat Facility Usage. Ms. Jones opines that since Broward Boating Improvement Program (BBIP) funds were used to assist in the construction of the boat dock and the renovations of the boat ramps at Alsdorf Park, such boat dock and boat ramps are prohibited from being used for commercial purposes. She describes these prohibited commercial activities as consisting of commercial dive boat operators picking up and letting off passengers at the dock and boat dealers repairing and tuning boat engines while on the ramp. As such, she warns that the continued use of these facilities by commercial operators would jeopardize future funding of BBIP projects in the City of Pompano Beach and could possibly result in the County demanding a refund of BBIP funds.

At the same time, FIND has a substantial interest in the usage of the boat dock and boat ramps due to the Waterway Assistance Program funding that the City has received and is currently receiving from FIND for these facilities. In 1998, FIND funded a grant of \$195,750 for Alsdorf Park Improvements under project number BR-PB-98-41. Currently, FIND is funding a grant of \$91,757 for Alsdorf Park Improvements – Phase I under project number BR-PB-12-100. It is anticipated that the City will apply for Phase II funding to construct the improvements designed under the current Phase I grant.

A basic purpose underlying WAP grant funding is to promote "public navigation." Program funds are intended to be used for "projects for public use on land and water." Eligible projects include the acquisition and development of "public boat ramps and launching facilities." The program rules require that facilities or programs funded in whole or in part by program funds "shall be made available to the general public of all member counties." The City's application for funding of the Alsdorf Park Improvements in 2012 requested funding under Priority #7 "Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities." The City did not request funding under the more restrictive Priority #12 "Public waterfront parks and boardwalks and associated

Mark Crosley, Executive Director
Florida Inland Navigation District
November 21, 2013
Page 2

improvements." Nothing in the application indicated that the facilities would be limited to recreational users.

The program rules applicable to public boat ramps and launching facilities do not distinguish between recreational and commercial users. Facilities funded under WAP are required to be available to the "general public." This includes the operators of water-dependent businesses as well as recreational boaters. A commercial dive boat operator should have the same right to use the boat ramps to launch and recover its vessel as any other member of the general public, such as recreational boaters. In addition, since the customers of the commercial dive boats are also members of the general public, allowing commercial dive boats to pick up and drop off divers at the docks is also consistent with making the facilities available to the general public. Private water taxi operators should also have the right to pick up and drop off passengers from the docks, as both the operators and the passengers are members of the public.

This is not to say that the City may not regulate the use of the boat ramps and docks in a reasonable manner. Imposing time limits on the length of time a vessel, either a commercial or recreational vessel, may occupy a space at the dock is reasonable in order to facilitate the smooth and efficient use of the ramps and docks. Restricting specific ramps or dock areas from commercial use during peak recreational periods would be a reasonable regulation. Enforcing time limits and noise limits on engine testing and tuning would be a reasonable restriction. Requiring commercial dive boats and water taxis to enter into a concession agreement to use the ramps or docks might also be a reasonable regulation.

In light of the fact that the boat ramps and docks are located in a public park, regulations intended to prevent commercial activities from unreasonably interfering with the predominant recreational use are acceptable. But enforcing a prohibition on the use of the WAP funded facilities by commercial operators would, in my opinion, be contrary to the intent and letter of the program rules.

Please let me know if you have any questions.

Very truly yours,



Peter L. Breton

PLB:smw

July 7, 2017

Mr. Mark Crosley
Executive Director
Florida Inland Navigation District (FIND)
1314 Marcinski Rd
Jupiter, FL 33477

RE: Scope of Professional Engineering and Environmental Services
BV-11 Permitting and Final Design
Brevard County, Florida

Mr. Crosley:

Per your request, we prepared the enclosed a scope of work (Attachment A) and cost proposal (Attachment B) for engineering and environmental services required to permit and design dredged material management area (DMMA) BV-11. As detailed in the enclosed documents, our proposed services include field investigation, environmental permitting, preliminary and final design, and bid administration services.

Taylor Engineering will perform these services on a fixed-fee basis for a total cost of \$371,281.60. Of this amount, \$124,600.00 represents the proposed fee for our geotechnical sub-consultant, Ellis & Associates, Inc (E&A). Taylor Engineering selected E&A based on its response to requests for qualifications we solicited from five Florida professional geotechnical engineering firms — Ardaman & Associates, AMEC Foster Wheeler, E&A, Dunkelberger Engineering & Testing, and Tierra. Attachment C provides the individual scope of work and cost proposal for E&A. We understand that FIND will directly contract to Whidden Surveying for the necessary topographic and site features survey.

If you have any questions concerning this proposal, please contact Lori Brownell, P.E. or me. We can begin work immediately upon your notice to proceed.

Sincerely,



Jerry Scarborough, P.E.
Senior Advisor, Waterfront Engineering

Attachments

**SCOPE OF PROFESSIONAL ENGINEERING AND ENVIRONMENTAL SERVICES
BV-11 PERMITTING AND FINAL DESIGN
BREVARD COUNTY, FLORIDA**

INTRODUCTION

The Florida Inland Navigation District's (FIND's) long-range dredged material management plan for the Intracoastal Waterway (ICWW) in Brevard County identified BV-11 as one of eight permanent dredged material management areas (DMMA) (Taylor et al., 1989). Specifically, BV-11 will serve Reach III of the ICWW that extends about 11 miles from the NASA Parkway to the S.R. 520 bridge. As documented in the BV-11 Management Plan (Taylor et al., 1991), Reach III has a projected 50-year storage requirement of about 497,000 cubic yards (cy). The 95.81-acre BV-11 site, when constructed with 14-ft NGVD containment dike crest elevation, will meet roughly 40 percent (or 196,000 cy) of the Reach III requirement. After the site is built and receives a sufficient amount of dredged material, the plan recommends using dewatered dredged material to increase the dike crest elevation to provide the remaining 60 percent of the required capacity.

We have based our scope of services on the following assumptions and exclusions:

1. Regulatory agencies will not require any ICWW sediment sampling, grain size, or chemical analysis beyond what is summarized in the 1989 Long-Range Dredged Material Management Plan for the Intracoastal Waterway in Brevard County, Florida.
2. The pipeline easement, routing approximately 1,028 ft west from the northwest site boundary to the ICWW, will not require any geotechnical field investigation.
3. A permanent pipeline installation will not be required.
4. State and federal regulatory agencies will require a wetlands delineation and community classification of the entire BV-11 site (inclusive of the pipeline easement) to document existing natural resource conditions. These agencies will require compensatory mitigation for unavoidable, permanent wetland impacts.
 - a. Regulatory agencies will not require mitigation for temporary wetland impacts, if any, associated with the placement of the ingress/egress pipeline for dredging operations.
 - b. FIND will use an approved wetlands mitigation bank to offset unavoidable wetland impacts.
5. Because a gopher tortoise (*Gopherus polyphemus*) survey is only valid for 90-days, identification of active gopher tortoise burrows and the relocation permit (required for construction) is not included in this proposal. FIND will address gopher tortoise permitting and relocation requirements, if any, separate from this contract and closer to the expected construction start date.
6. Brevard County will not require a permit for the construction of the DMMA nor associated wetland impacts, if any.
7. Our geotechnical subconsultant, Ellis & Associates, Inc. (E&A) will evaluate the existing groundwater conditions (site gradient and existing salinity baseline) and vicinity areas wells to determine the potential need for groundwater modeling for the site operation. Groundwater modeling and mitigation control design is not included in this scope of services.
8. No cultural or archeological resources occur on site.
9. No utilities occur on site.
10. FIND will pay all permit application fees directly to the regulatory agencies.
11. FIND will contract directly with Whidden Surveying, Inc. for all survey related requirements to complete the project.

If any of these assumptions prove incorrect, Taylor Engineering will notify FIND of the changes

and submit a proposal for any additional services necessitated by the changes. This proposal does not include construction-phase services.

TASK 1 FIELD INVESTIGATION

This task involves collection of existing site conditions data necessary for preparation of regulatory permit applications and completion of the final engineering design of BV-11.

1.1 Natural Resources Survey

Wetlands Delineation. State and federal regulatory agency policy requires wetland delineation performed within the past five years. Taylor Engineering will perform a jurisdictional wetlands delineation of BV-11 and the 60-ft wide pipeline right-of-way out to the edge of the ICWW. The wetlands delineation methodologies will follow the protocols mandated by the Florida Department of Environmental Protection (FDEP) and the U. S. Army Corps of Engineers (USACE). Taylor Engineering will install sequentially-numbered stakes or flags to mark the wetland-upland interface. Succeeding markers will be clearly visible from the previous marker location, and the distance between markers will not exceed 100 feet. Taylor Engineering will fill out all data sheets required by the USACE wetlands delineation methodology and regional supplements. Taylor Engineering will also identify and mark the seasonal high-water elevation for each wetland that contains distinct indicators. Taylor Engineering will schedule and participate in an on-site meeting with FDEP and USACE staff to verify the jurisdictional wetland boundary and, if necessary, adjust the boundary based on agency staff field observations and comments. Under direct contract to FIND, Whidden Surveying, Inc. will survey the approved jurisdictional wetland boundary and seasonal high-water elevation markers and provide this data to Taylor Engineering.

Habitat Characterization and Listed Species Assessment. Taylor Engineering will use the FLUCCS to map (via aerial interpretation and groundtruthing) and characterize all natural communities within the BV-11 project area (DMMA and pipeline right-of-way). Characterizations will include qualitative descriptions of each identified community, lists of dominant vegetation by species, and documentation of observed and likely occurrences of wildlife. Taylor Engineering will also assess the property for potential use by state- and federally listed species.

Reporting. Taylor Engineering will develop a report summarizing the results of the natural resources survey. The report will include

- descriptions of the methods and results of the field investigation
- qualitative descriptions of natural communities including uplands and wetlands
- FLUCCS map including acreages for each community type
- wetland boundary map (showing line verified by agency staff)
- completed wetland delineation forms
- descriptions of wildlife utilization (both observed and likely occurring)
- an assessment of potential use by threatened and endangered species

The threatened and endangered species assessment will identify the state and federal status of each species discussed. The report will also include the results of the meeting with agency staff to verify the wetland line and make any agency-requested adjustments.

1.2 Geotechnical Investigation

Taylor Engineering selected subconsultant Ellis & Associates, Inc. (E&A), an ECS Group of Companies, to complete a geotechnical investigation and provide key design information for the DMMA BV-11 facility. Activities during this task will begin with a field investigation to include Standard Penetration Test (SPT) borings with variable depths between 15 and 100 feet. Work will continue with laboratory and geotechnical engineering analysis. The deliverable for this task will comprise a report to establish geotechnical parameters for the pile foundation conditions (near the overflow weir structure), dike foundation conditions, borrow source soil conditions, settlement countermeasures (if necessary), dike construction qualities (e.g., recommended slopes, compaction criteria), and complete seepage/slope stability analysis to guide the containment dike design. As part of this sub-task, E&A will also perform a potable and irrigation well survey of the immediate project vicinity and install nested monitoring wells and obtain groundwater samples to determine the natural groundwater gradient and the existing salinity, if any, within the subsurface aquifer. We understand that Whidden Surveying, Inc., under direct contract to FIND, will survey the geotechnical boring locations identified by E&A. Attachment C provides E&A's scope of services in its entirety.

TASK 2 ENVIRONMENTAL PERMITTING

Construction of DMMA BV-11 will require permits from FDEP and USACE. Task 2 includes preparation and submittal of a Joint Environmental Resources Permit (ERP) application for the construction of BV-11. It also includes time to respond to requests for additional information (RAI) from the regulatory agencies.

2.1 Pre-Application Meetings

Taylor Engineering will develop materials for, coordinate and conduct up to two pre-application meetings with the FDEP and USACE. During these meetings (potentially located on-site), we will introduce the project to regulatory agency staffs, discuss foreseeable permit application issues, and solicit agency recommendations concerning the content and format of the application materials. Following completion of the pre-application meetings, Taylor Engineering will compile and submit meeting minutes to all attending parties.

2.2 Joint Environmental Resources Permit Application

Based on data collected in Task 1, the proposed site plan layout, and agency comments made during the pre-application meetings, Taylor Engineering will prepare and submit a Joint ERP application to the FDEP and the USACE. The application will include signed and sealed permit-level design drawings and narratives describing the (1) overall project and conceptual design, (2) location of on-site sensitive natural habitats, (3) best management practices and impact avoidance and minimization techniques, (4) natural resource impact analysis and mitigation (mitigation bank assumed), (5) alternatives analysis, and (6) construction methodology and schedule.

2.3 Natural Resource Impact Analysis and Mitigation Planning

Based on findings of Task 1 and pre-application meeting results, Taylor Engineering will overlay the project footprint on the natural resources and wetlands features maps to locate and quantify natural resource impacts areas. We will apply the FDEP's Uniform Mitigation Assessment Method (UMAM) to assess natural resource impacts and mitigation requirements. The regulatory agencies' mitigation preference is the use of an approved mitigation bank. Taylor Engineering will identify the available

mitigation bank options and associated costs. Taylor Engineering will provide this information to FIND.

2.4 Responses to Requests for Additional Information

Following submission of the permit applications, FDEP and USACE will likely respond with one or more RAI. A RAI typically includes a series of questions requiring additional explanation of the proposed project work, requested changes to the project to meet specific concerns, and specific design changes to meet agency design guidance. If RAI responses require additional labor, field investigations, or laboratory tests beyond the budget included in this proposal, we will submit a new proposal describing the work needed to satisfy agency requests and costs to accomplish the work. Taylor Engineering will provide all RAI responses to FIND for review before submitting them to the agencies.

2.5 Coordination

The single most important activity during the permitting process is the establishment and maintenance of a clear line of communications between the applicant and the participating agencies. To that end, Taylor Engineering will coordinate with local, state, and federal agencies staff during the application review process. These agencies include, but are not limited to, the FDEP and USACE, U. S. Fish and Wildlife Service, Florida Fish and Wildlife Conservation Commission, and Brevard County. We will maintain consistency between the state and federal permit applications and other environmental documentation, and strive to resolve environmental issues that arise during the review period.

TASK 3 PRELIMINARY ENGINEERING DESIGN

In conjunction with Tasks 1 and 2, Taylor Engineering will prepare preliminary engineering design documents sufficient for permit review by regulatory agencies. For the preliminary and final design (Task 4) tasks, Taylor Engineering will build on the updated site layout as presented in the 1991 BV-11 Management Plan and Engineering Narrative.

3.1 Site Reconnaissance Visit

Taylor Engineering will visit the site at least once to examine the physical characteristics of the site as they relate to the overall design of the project.

3.2 Preliminary Design

Taylor Engineering will design the DMMA site layout, perform associated volume calculations for the containment basin, and provide a preliminary engineering design for the weir structure.

Site Layout. Based on the wetland delineation and geotechnical report, we will update, as necessary, the project site plan consistent with the environmental and buffer requirements and any design changes necessary to accommodate site conditions. In addition to the central containment basin, the site plan will include access ramp location, ingress/egress points, and access road location.

Volume Calculations. We will construct a 3-D terrain model to complete a site design with the goal of obtaining balanced cut and fill earth volumes (to avoid the expense of having an off-site borrow material source) while providing sufficient dredged material storage volume.

Weir Design. We will provide a preliminary design analysis of the hydraulic control structures. Design components will include analysis of the hydraulic weir discharge characteristics, the H-pile box weir structures, the HDPE (high-density polyethylene) discharge piping system, and the aluminum access walkway. The weir structural design will consider geotechnical design parameters, lateral and hydrostatic uplift loads, and lateral earth pressure loads.

3.3 ERP Engineering Review Criteria

This sub-task addresses each of the three primary engineering design elements for the environmental permit application.

Capacity and Settling Time for Meeting Water Quality Standards at the Discharge. This element requires calculations demonstrating that the containment basin design settling characteristics (for the finest sediment fraction) will result in a discharge meeting water quality standards. To address this criterion, we will submit calculations and supporting geotechnical data from previously-collected sediment samples as reported in our 1991 BV-11 Dredged Material Management Area Management Plan.

Dike Stability. This element includes (1) geotechnical site investigation, (2) soil testing, (3) stability/seepage analysis, (4) design safety factor determination, (5) site preparation specification, (6) dike construction material identification, (7) water level control design, (8) seepage control design, (9) minimum freeboard determination, (10) construction methods specifications, and (11) construction quality assurance/quality control. Our scope of services addresses items 1 – 2; our development of guide specifications (Task 4) addresses items 5, 6, 10, and 11.

Addressing items 3, 4, 7, 8, and 9 (i.e., stability/seepage analysis, design safety factor determination, water level control design, seepage control design, and minimum freeboard determination) requires in-depth engineering analysis of the containment basin. Taylor Engineering, in coordination with E&A, will complete the analysis and prepare a memorandum to detail the stability/seepage analysis, design safety factors, excess capacity requirements, storage capacity, structure height, volume recovery, and location and elevation of control structures.

Stormwater Quality and Prevention of Off-site Flooding. This element involves evaluation of the stormwater quality and quantity. Taylor Engineering will design the site drainage and size pipes, culverts, inlets, and ditches as necessary to provide adequate drainage and in accord with the required conditions determined at the pre-application meeting. We will design erosion control measures as necessary to protect against erosion from weir discharge and rainfall runoff.

3.4 Permit Drawings

We will prepare digital permit drawings for the various site elements. If appropriate, the permit set will include photo-based sheets depicting the project area. We will obtain existing aerial photography for this purpose. These drawings will provide plan, cross section, and detail views of the proposed DMMA basin and its return water control structure as well as any seepage, drainage, and erosion control features. We will provide signed and sealed permit drawings in appropriate hardcopy format and in digital (AutoCAD and PDF) format.

TASK 4 FINAL DESIGN AND BID DOCUMENTS

4.1 Final Design

Building on the preliminary design efforts and the regulatory permitting process, Taylor Engineering will conduct one additional site reconnaissance visit; complete the final engineering design for the containment basin, weir structure and associated deck platform, site access road, and stormwater control infrastructure; and calculate final earthwork volumes associated with the overall site plan.

Site Reconnaissance Visit. Taylor Engineering will visit the site once to visualize and coordinate design aspects with site characteristics during the final engineering design process.

Containment Basin. Taylor Engineering will complete the project site plan consistent with the preliminary design, planning, and permit documents, as well as environmental and buffer requirements. In addition to the central containment basin, the site plan will include a final access ramp with ingress/egress points. Based on the slope stability and seepage analyses performed in Task 3.3, we will design and detail the underdrains (as appropriate) and collection system (including the perimeter ditch) to collect and route seepage away from the dike. This task also includes an evaluation of the perimeter ditch capacity for control and treatment of stormwater runoff.

Weir Structure and Associated Deck Platform. Taylor Engineering will complete final design of hydraulic control structures consisting of box weirs with adjustable timber flashboards to control discharge from the DMMA basin during operation. We will design an HDPE pipe collection system to route water collected by the weirs through the dike structure. Taylor Engineering will design piles and foundation slab to constrain the weirs against hydrostatic uplift forces during operations. We will design and detail box weir structural members and connections to resist lateral earth pressure and hydrostatic loads. We will design and detail an aluminum access walkway to allow personnel access to the weir structure from the dike crest.

Permanent Pipeline Sleeve. Taylor Engineering will design a permanent pipeline sleeve to extend beneath N. Tropical Trail.

Site Access Road. Taylor Engineering will provide design for stabilized soil/gravel access road to allow for site ingress/egress and transport around the site perimeter.

Stormwater Control. Taylor Engineering will stormwater drainage requirements to size pipes, culverts, inlets, and ditches for adequate site drainage. We will design erosion control measures to protect against erosion from weir discharge and rainfall runoff.

Volume Computations. Taylor Engineering will construct a final 3-D digital terrain model to complete a site design with balanced cut and fill earth volumes.

4.2 Bid Documents

We will prepare digital construction drawings for the various site elements. If appropriate, the drawing set will include photo-based sheets depicting the project areas. We will obtain existing aerial photography for this purpose. Construction drawings will provide plan, cross-sectional, and detail views of the proposed DMMA basin and its return water control structure as well as any necessary seepage, drainage, and erosion control features. Taylor Engineering will provide construction drawings in

appropriate hard-copy format and in digital (AutoCAD) format, as well as record drawings signed and sealed by a Florida-Registered Professional Engineer.

We will update the Division 0 and 1 contract documents (Contract Documents) and prepare Division 2 and higher contract documents (Technical Specifications) for construction of the project. We will follow the Engineer's Joint Contract Documents Committee (EJCDC) and Construction Specification Institute (CSI) standards and guidelines in preparing the specifications.

4.3 Opinion of Probable Cost

We will prepare an opinion of probable cost for constructing the DMMA BV-11 facility.

4.4 Bid Package Preparation

We will prepare a bid schedule with estimated quantities for all bid items. In preparation for project bidding and bid administration, Taylor Engineering will develop a digital bid document package including digital copy of the final drawings and specifications for FIND to advertise the bid and upload onto its FTP site.

TASK 5 BID ADMINISTRATION

Taylor Engineering will help FIND administer the bidding process and assist in selecting a contractor. We will remain available at our Jacksonville offices to clarify and interpret project documents and prepare addenda, if required. Our project engineer will attend a pre-bid meeting to answer questions concerning elements of the project for which Taylor Engineering is responsible. We will assist with reviewing the bids received and provide FIND with our recommendations for contractor selection. This work includes reviewing the submitted bids, checking references of the responsive bidders, and preparing and transmitting a written recommendation for contractor selection. Taylor Engineering will limit its review and recommendations to engineering and technical issues. FIND will take responsibility for legal review and evaluation of contractors' financial condition, business licenses or authorizations, bonding, contractual requirements, and any other non-engineering or non-technical information.

ESTIMATED SCHEDULE

No.	Task	Months from Notice to Proceed																	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1	Field Investigation																		
2	Environmental Permitting																		
3	Preliminary Engineering Design																		
4	Final Design and Bid Documents																		
5	Bid Administration																		

SCOPE OF PROFESSIONAL ENGINEERING AND ENVIRONMENTAL SERVICES
 BV-11 PERMITTING AND FINAL DESIGN
 BREVARD COUNTY, FLORIDA

ATTACHMENT A



**TAYLOR ENGINEERING, INC.
COST SUMMARY BY TASK**

**P2017-123: SCOPE OF PROFESSIONAL ENGINEERING AND ENVIRONMENTAL
SERVICES FOR BV-11 PERMITTING AND FINAL DESIGN; BREVARD COUNTY,
FLORIDA**

TASK 1: FIELD INVESTIGATION

<i>Labor</i>	Hours	Cost	Task Totals
Vice President	8.0	1,568.00	
Senior Advisor	4.0	772.00	
Director	10.0	1,730.00	
Senior Professional	80.0	12,160.00	
Project Professional	32.0	3,584.00	
Staff Professional	56.0	5,264.00	
Technical Editor	4.0	416.00	
Senior CAD Designer	9.0	1,071.00	
Project GIS Specialist	0.0	-	
Staff GIS Analyst	16.0	960.00	
Administrative	14.0	756.00	
Total Man-Hours	233.0		
Labor Cost			28,281.00
<i>Non-Labor</i>	Units	Cost	
Mileage	350.0	189.00	
Per Diem	8.0	472.00	
Hotel (3 nights, 2 staff)	6.0	750.00	
E&A Geotechnical Investigation	1.0	124,600.00	
Non-Labor Cost		126,011.00	
Fee @ 10.0%		12,601.10	
Total Non-Labor Cost			138,612.10
<i>Total Task 1</i>			166,893.10

**P2017-123: SCOPE OF PROFESSIONAL ENGINEERING AND ENVIRONMENTAL
SERVICES FOR BV-11 PERMITTING AND FINAL DESIGN; BREVARD COUNTY,
FLORIDA**

TASK 2: ENVIRONMENTAL PERMITTING

<i>Labor</i>	Hours	Cost	Task Totals
Vice President	16.0	3,136.00	
Senior Advisor	11.0	2,123.00	
Director	90.0	15,570.00	
Senior Professional	96.0	14,592.00	
Staff Professional	96.0	9,024.00	
Technical Editor	10.0	1,040.00	
Senior CAD Designer	40.0	4,760.00	
Project GIS Specialist	0.0	-	
Administrative	28.0	1,512.00	
Total Man-Hours	387.0		
Labor Cost			51,757.00
<i>Non-Labor</i>	Units	Cost	
Rental Car	2.0	250.00	
Per Diem	2.0	40.00	
Reproductions and Delivery	1.0	100.00	
Non-Labor Cost		390.00	
Fee @ 10.0%		39.00	
Total Non-Labor Cost			429.00
<i>Total Task 2</i>			52,186.00

TASK 3: PRELIMINARY ENGINEERING DESIGN

<i>Labor</i>	Hours	Cost	Task Totals
Senior Advisor	15.0	2,895.00	
Director	32.0	5,536.00	
Senior Professional	144.0	21,888.00	
Staff Professional	172.0	16,168.00	
Senior CAD Designer	96.0	11,424.00	
Project GIS Specialist	0.0	-	
Administrative	32.0	1,728.00	
Total Man-Hours	491.0		
Labor Cost			59,639.00
<i>Non-Labor</i>	Units	Cost	
Rental Car	2.0	250.00	
Per Diem	2.0	30.00	
Non-Labor Cost		280.00	
Fee @ 10.0%		28.00	
Total Non-Labor Cost			308.00
<i>Total Task 3</i>			\$ 59,947.00

**P2017-123: SCOPE OF PROFESSIONAL ENGINEERING AND ENVIRONMENTAL
SERVICES FOR BV-11 PERMITTING AND FINAL DESIGN; BREVARD COUNTY,
FLORIDA**

TASK 4: FINAL DESIGN AND BID DOCUMENTS

<i>Labor</i>	Hours	Cost	Task Totals
Senior Advisor	10.0	1,930.00	
Director	20.0	3,460.00	
Senior Professional	190.0	28,880.00	
Staff Professional	308.0	28,952.00	
Senior CAD Designer	162.0	19,278.00	
Project GIS Specialist	0.0	-	
Administrative	26.0	1,404.00	
Total Man-Hours	716.0		
Labor Cost			83,904.00
<i>Non-Labor</i>	Units	Cost	
Rental Car	2.0	250.00	
Per Diem	2.0	30.00	
Reproductions and Delivery	1.0	100.00	
Non-Labor Cost		380.00	
Fee @ 10.0%		38.00	
Total Non-Labor Cost			418.00
<i>Total Task 4</i>			\$ 84,322.00

TASK 5: BID ADMINISTRATION

<i>Labor</i>	Hours	Cost	Task Totals
Senior Advisor	9.0	1,737.00	
Director	24.0	4,152.00	
Staff Professional	16.0	1,504.00	
Project GIS Specialist	0.0	-	
Administrative	4.0	216.00	
Total Man-Hours	53.0		
Labor Cost			7,609.00
<i>Non-Labor</i>	Units	Cost	
Rental Car	2.0	250.00	
Per Diem	3.0	45.00	
Non-Labor Cost		295.00	
Fee @ 10.0%		29.50	
Total Non-Labor Cost			324.50
<i>Total Task 5</i>			\$ 7,933.50

Project Total \$ 371,281.60

July 6, 2017

Ms. Lori Brownell, P.E.
Taylor Engineering, Inc.
10151 Deerwood Park Boulevard
Building 300, Suite 300
Jacksonville, Florida 32256

Subject: Proposal for Geotechnical Exploration and Engineering Services
Dredged Material Management Area BV-11
Brevard County, Florida
E&A Proposal No. 12767

Dear Ms. Brownell:

Ellis & Associates, Inc. is pleased to present this proposal to provide the geotechnical exploration and engineering services for the subject project.

COMPANY EXPERIENCE

E&A is a respected industry leader that has provided dependable, quality services throughout Florida and Southeast Georgia for more than 40 years. E&A provides specialty engineering services including geotechnical engineering, construction materials testing and hazardous waste and groundwater environmental consulting. Our projects include buildings, stadiums, highways, airports, seaports, schools, industrial and commercial facilities and other landmarks all across throughout Northeast Florida and Southeast Georgia. Our staff of geotechnical, environmental and materials engineers are highly qualified to provide these specialty engineering consulting services. Our client list is also quite varied and includes private industry, state and municipal government agencies.

We take pride in our testing laboratory and lab personnel which are routinely inspected and certified by the FDOT, Cement Concrete Reference Laboratory (CCRL), and AASHTO Materials Reference Laboratory (AMRL). At E&A, we have made significant investment in our staff and facilities to assure that we provide quality engineering consulting and testing services to all of our clients.

PROJECT INFORMATION

Based on a Request for Proposal (RFP) dated June 30, 2017 and prepared by you, we understand that geotechnical engineering services are requested to support engineering design and permitting of the Florida Inland Navigation District's (FIND's) Dredged Material Management Area (DMMA) BV-11 in Brevard County, Florida.

DMMA BV-11, is an approximately 95.81-acre undeveloped parcel in Brevard County, Florida proposed for development as a permanent DMMA to serve segments of the Intracoastal Waterway (ICWW) from about 11 miles from the NASA Parkway to the S.R. 520 bridge (Reach III). Approximately 66 acres will consist of a natural vegetated buffer. The site lies east of North Tropical Trail between the intersections with Porcher Road and Church Road on Merritt Island, Florida.

We were provided reports and design documents for the DMMA design and permitting including the Long-Range Dredged Material Management Plan for the Intracoastal Waterway in Brevard County Florida, dated September 1989 (Attachment B), and the DMMA BV-11 Disposal Area Management Plan,

dated December 1991 (Attachment C), which were used along with the RFP to develop the scope contained in this proposal.

Based on these documents, a projected 50 year disposal requirement of 496,618 cubic yards is projected for this DMMA. The project initial site disposal capacity of 196,340 cubic yards will meet 40 percent of the 50-year requirement. The remaining 60 percent of the disposal capacity will be obtained in the future by increasing the containment dike crest elevation with material in the containment area obtained from prior dredging operations. The provided Disposal Area Management Plan, dated December 1991, indicates the top of the containment dike at El. +14.5' NGVD for the initial condition.

PROPOSED GEOTECHNICAL EXPLORATION

The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. The following field services are proposed:

Location	Number of Borings/Tests	Depth of Borings/Tests Below Ground Surface, feet
Containment Dike	17 SPT*	100
	3 DMT**	50
	12 Field Permeability	Varies
Containment Area	7 SPT*	15
North Tropical Trail Pipeline Crossing Areas (east and west of roadway for HDD or jack and bore installation)	4 SPT*	40
Weir along Containment Dike	1 SPT*	100
Salinity Baseline Monitoring Well Points	6 Nested Monitoring Wells/Groundwater Observation Wells***	Varies (up to 30 feet below ground surface)

*Standard Penetration Test

**Flat Dilatometer Test (DMT)

***Three discrete screened intervals will be set for each nested monitoring well.

Groundwater measures will be recorded in the nested monitoring wells twice weekly for a period of two weeks after the monitoring wells are installed. We will attempt to locate existing underground utilities at the site using the One-Call system. However, private utilities not registered with this system, such as irrigation systems, will need to be located by the Owner. We will locate the borings using our hand-held Global Positioning System (GPS) receivers. All borings and tests locations will be staked, numbered, and flagged in the field. We will provide Taylor Engineering with the actual GPS coordinates of each test location. A digital point file containing the horizontal coordinates of each boring location will be provided to Taylor Engineering.

LABORATORY ANALYSIS

Laboratory classification and index property tests, including natural moisture contents, percent fines contents, full sieve analyses, Atterberg Limits, and percent organics contents, will be performed as necessary on selected soil samples obtained from the exploration. Grain-size distribution from sieve analyses will be presented both graphically and by summary statistics.

One dimensional consolidation testing and tri-axial shear strength testing (UU, CU, and CD) will be performed on relatively undisturbed Shelby Tube samples, as required. We have budgeted for two CD

tests, two UU tests, and two CU tests (three points per test). Four Limerock Bearing Ratio (LBR) tests, five moisture/density relationship of soils (modified Proctor tests), five in-situ soil unit weight tests, and six laboratory hydraulic conductivity test will be performed on bulk samples obtained from the containment area above the anticipated excavation depth. All soil samples will be classified in accordance with the Unified Soil Classification System (USCS). Laboratory testing will be performed in accordance with ASTM and Florida Methods (FM, e.g. LBR tests).

ENGINEERING ANALYSES, RECOMMENDATIONS, AND DESIGN

A geotechnical engineer, licensed in the State of Florida, will direct the geotechnical exploration and provide an engineering evaluation of the site and subsurface conditions with respect to the planned construction and imposed loading conditions. The results of the exploration and engineering evaluation will then be documented in a report containing the following:

1. A brief discussion of our understanding of the planned construction and imposed loading conditions.
2. A presentation of the field and laboratory test procedures used and the data obtained.
3. A presentation of the existing on-site conditions, such as topography, surface vegetation, etc. as they relate to the planned construction.
4. A presentation of the encountered subsurface conditions, including subsurface profiles and measured groundwater levels, estimated seasonal high groundwater levels, and estimated geotechnical engineering properties (as necessary). Soil strata suitable and likely unsuitable for dike construction borrow material within the dike footprint will be provided.
6. A map identifying the location (horizontal and vertical) and type of all published and observed locally area vicinity groundwater wells within the proximity of the project site.
7. A summary of groundwater monitoring data for installed nesting monitoring wells (salinity) and depth to groundwater (from the 6 nested wells, 18 discrete screened intervals).
8. A geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned construction (40 percent and 100 percent capacity) including a settlement evaluation of the proposed dike (magnitude and time rate of settlement). Recommend methods to decrease the consolidation period, reduce or design for the expected settlement (if the expected settlement magnitude is large), and methods to monitor consolidation settlement will be provided, if needed.
9. Recommended shear strength (drained and undrained), unit weight, and hydraulic conductivity (vertical and horizontal) parameters for dike stability and seepage analyses. A standalone seepage and slope stability analysis and report suitable for submittal to the regulatory agencies will also be submitted. The analysis will include the a) end of construction, b) steady-state, and c) rapid drawdown cases.
10. Based on the slope stability and seepage analysis and in coordination with Taylor Engineering, we will provide recommendations for maximum interior and exterior dike slopes, any required stability berms, seepage control features, construction specifications, and other design features necessary to maintain minimum standard safety factors. Our design will include the containment dike geometries for both the 40 percent and 100 percent capacity stages.
11. Specific recommendations for construction if dike settlement or differential settlement is deemed excessive.
12. Recommendations for dewatering, mixing, or compaction of excavated material for placement and construction of the dike.

13. General recommendations for earthwork and weir foundation construction methods.
14. Recommended foundation type to support weir (shallow or deep foundations). An allowable bearing capacity and anticipated settlement will be provided if shallow foundations are feasible. For deep foundation, soil properties for analysis of the deep pile foundations will be provided. We understand that Taylor Engineering will complete the weir foundation design.
15. General recommendations for utility (pipeline) crossings beneath North Tropical Trail (e.g. open trench, horizontal directional drill, jack and bore).
16. General recommendations for earthwork and pile construction methods.

Six hard copies and one digital copy of the geotechnical report signed and sealed by a licensed Florida Professional Engineer will be provided. Our proposed scope will be performed in substantial conformance with the RFP document provide to us, dated June 30, 2017.

COMPENSATION FOR SERVICES

Based on the scope of the geotechnical exploration, laboratory testing, and engineering services outlined above, we propose to complete our services for a not-to-exceed fee of **\$124,600**. Our work will be performed in accordance with our Terms and Conditions, a copy of which is attached and made part of this proposal.

SCHEDULING AND AUTHORIZATION

We can initiate our geotechnical exploration within one week after receiving notice to proceed. A returned copy of the attached authorization sheet, dated and signed by a responsible signatory, will formally authorize the proposed geotechnical exploration. Preliminary verbal results and recommendations can be provided within one week after completion of the field drilling portion of the project. The written report containing final recommendations will be submitted within two weeks after completion of all field and laboratory testing.

CLOSURE

We appreciate this opportunity to provide this proposal to perform the geotechnical exploration for this project. If you have any questions concerning this proposal, or if we can serve you in any other way, please contact me.

Respectfully submitted,
ELLIS & ASSOCIATES, INC.



David W. Spangler, P.E.
Geotechnical Department Manager

Authorization for Geotechnical Exploration and Engineering Services
Dredged Material Management Area BV-11
Brevard County, Florida
E&A Proposal No. 12767

Signature of Authorized Representative: _____

Name (Printed): _____

Title: _____

Company: _____

Date Authorized: _____

Billing and Invoicing Information (if different from addressee)

Company Name: _____

Company Address: _____

Attn. (Contact's Name): _____ Email: _____

Phone No.: _____ Fax No.: _____

FEDERAL TAX ID NO. _____

Send Additional Reports To:

Company Name: _____

Company Address: _____

Attn. (Contact's Name): _____ Email: _____

Phone No.: _____ Fax No.: _____

Copies to Others (Include names and physical or e-mail addresses below):

For new clients that have not established a credit history with us, E&A may require a completed Credit Application and may require a retainer be paid prior to beginning our work.



Terms and Conditions of Service

The professional services ("Services") to be provided by Ellis & Associates, Inc. (a wholly owned subsidiary of Engineering Consulting Services, Ltd.) ("E&A") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between E&A and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - E&A shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants.

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, E&A shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any E&A report, opinion, plan or other document prepared by E&A shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that E&A will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by E&A.

3.3 If a situation arises that causes E&A to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose E&A to legal claims or charges, E&A shall so advise CLIENT. If E&A's professional judgment is rejected, E&A shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard E&A's recommendations with respect to complying with applicable laws or regulations, E&A shall determine if applicable law requires E&A to notify the appropriate public officials. CLIENT agrees that such determinations are E&A's sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires E&A to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish E&A information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. E&A shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify E&A of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to E&A mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by E&A after its Services begin, E&A shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges E&A from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to E&A by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into E&A documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, E&A shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of E&A's additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant E&A right of entry to the site for the performance of Services. CLIENT hereby grants E&A and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for E&A to perform its Services. CLIENT

agrees to indemnify and hold E&A and its Subconsultants harmless from any claims arising from allegations that E&A trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by E&A except where E&A's Proposal explicitly states that E&A will obtain such permits, licenses, and/or utility clearances.

7.3 E&A will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in E&A's Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against E&A arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) E&A's findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 E&A shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at E&A's sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by E&A may contain errors or be incomplete. CLIENT understands that E&A may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges E&A from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to E&A's attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of E&A's or E&A's Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by E&A in writing, E&A will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes E&A to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, E&A will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate E&A for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, E&A and/or E&A's subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, E&A will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, E&A may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where E&A is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, E&A shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). E&A will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges E&A from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit E&A to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near

the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and E&A cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 E&A shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 E&A's Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold E&A harmless for any errors, omissions or damage resulting from its contractors' use of E&A's Documents of Service.
- 11.3 Without E&A's prior written consent, CLIENT agrees to not use E&A's Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without E&A's written consent shall be at CLIENT'S sole risk and without liability to E&A or its Subconsultants. CLIENT agrees to indemnify and hold E&A harmless for any errors, omissions or Damage resulting from its use of E&A's Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of E&A. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold E&A harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by E&A.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that E&A shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that E&A personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event E&A assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by E&A shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 E&A has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. E&A does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 E&A strongly recommends that CLIENT retain E&A to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain E&A on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by E&A's part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that E&A's errors or omissions are contained in E&A's reports, CLIENT waives, releases and discharges E&A from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by E&A on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold E&A harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by E&A on a part-time or on-call basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, E&A to provide a "certification" regarding the Services provided by E&A. Any "certification" required of E&A by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of E&A's inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by E&A at discrete locations and times. Such "certifications" shall constitute E&A's professional opinion of a condition's existence, but E&A does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with E&A or payment of any amount due to E&A contingent upon E&A signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if E&A agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should E&A identify a Changed Condition(s), E&A shall notify the CLIENT of the Changed Condition(s). E&A and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of E&A's invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide E&A with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 E&A reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by E&A more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to E&A provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by E&A in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to E&A in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with E&A's Services and is not aware of any defects in those Services.
- 16.0 DEFECTS IN SERVICE**
- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform E&A during active work on any project of any actual or suspected defects in the Services so to permit E&A to take such prompt, effective remedial measures that in E&A's opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to E&A's failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, E&A shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by E&A. CLIENT shall compensate E&A for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate E&A for the provision of such Services.

17.0 INSURANCE - E&A represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that E&A is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. E&A shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in E&A insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING E&A'S TOTAL LIABILITY TO CLIENT ARISING FROM E&A'S PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
- 18.1.1 If the proposed fees are \$10,000 or less, E&A's total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, E&A's total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that E&A shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

ATTACHMENT C

18.3 CLIENT agrees that E&A's liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

19.1 Subject to Section 18.0, E&A agrees to hold harmless and indemnify CLIENT from and against damages arising from E&A's negligent performance of its Services, but only to the extent that such damages are found to be caused by E&A's negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold E&A harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of E&A.

19.3 It is specifically understood and agreed that in no case shall E&A be required to pay an amount of Damages disproportional to E&A's culpability. IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, E&A RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS E&A AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN E&A BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to E&A and E&A shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 E&A shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by E&A, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made Ellis & Associates, Inc. and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity in any lawsuit brought under this Agreement.

21.2 In the event of any dispute or claim between CLIENT and E&A arising out of in connection with the Project and/or the Services, CLIENT and E&A agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and E&A's agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold E&A harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

21.3 For projects located in Florida, the parties agree that Pursuant to Fla. Stat. Sections 558.002 and 558.0035, CLIENT agrees that an individual employee or agent of E&A may not be held individually liable for negligence for acts or omissions arising out of the Services.

22.0 **THIRD PARTY CLAIMS EXCLUSION** - CLIENT and E&A agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or E&A to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on E&A's opinions rendered in connection with E&A's Services without written consent from both CLIENT and E&A, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that E&A's Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project.

The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and E&A agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against E&A unless CLIENT shall have first provided E&A with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to E&A thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which E&A's office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or E&A may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, E&A shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate E&A for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 **TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and E&A agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of E&A's Services.

27.0 **ASSIGNMENT** - CLIENT and E&A respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor E&A shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 **SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and E&A shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 **SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and E&A shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES: ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and E&A ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

30.3 CLIENT and E&A agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide E&A with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of E&A, it will be fully bound by these Terms as if they had been signed by CLIENT.

July 5, 2017

Mr. Mark Crosley
Executive Director
Florida Inland Navigation District (FIND)
1314 Marcinski Road
Jupiter, Florida 33477
mcrosley@aicw.org

RE: SCOPE OF SERVICES AND ASSOCIATED FEE ESTIMATE

FIND Intracoastal Waterway (ICWW) Deepening in Broward County
Post-Construction Benthic Survey and Monitoring; Coral Relocation
Broward County, Florida
ESA Scheda Proposal No. 0039148.20.P

Dear Mr. Crosley,

ESA Scheda is pleased to present this scope of services and associated fee estimate to conduct post-construction benthic surveys and monitoring to identify submerged aquatic vegetation and corals for the above referenced dredge project. We understand that the work will consist of identifying all protected resources and resource habitat limits (i.e. seagrasses and hardbottom) along transects that were previously established and surveyed. The results of this assessment will be compared to the previous survey results. The project area consists of $\pm 10,000$ linear foot of ICWW from the 17th Street Bridge and to just north of Las Olas Boulevard in Ft. Lauderdale, Florida. We understand that all fieldwork must be completed late July and August 2017. ESA Scheda will commit to meet this schedule.

SCOPE OF SERVICES

Task Description

1a) SEAGRASS SURVEYS & DELINEATION

ESA Scheda will conduct the seagrass survey by identifying areas of submerged resources, by species, size, and coverage, along the 126 previously-identified transects. The transects extend from the dredged toe-of-slope to 50 meters beyond the edge of the dredged limits. The survey will be conducted in accordance with the NMFS Johnson's seagrass survey protocols (specifically the "Recommendations for sampling large project sites (>1 hectare)" of the "Final Recover Plan for Johnson's Seagrass"). The seagrass habitat characterization will include size (square footage) of each identified resource area, species composition, density (approximate percent cover of Johnson's seagrass and other identified species), and relative health of seagrasses. ESA Scheda will also record observations of all other water column and benthic species observed along each transect and the overall abundance characterized as rare, common, or abundant. Locations of any sponges, tunicates, octocorals, and/or hard corals will be located with GPS and the locations provided in tabular and map formats in the final report.

July 5, 2017
Page 2

Subsequent required monitoring in 2018 and 2019 will commence in the same months as the first survey within the respective monitoring year. The same protocols as the first post-construction monitoring effort will be utilized for the 2018 and 2019 monitoring.

Total Fee Task 1a - \$92,040

1b) HARDBOTTOM SURVEY & DELINEATION

A previous survey identified 4.42 acres of hardbottom habitat within the project survey area. ESA Scheda will re-survey the previously identified hardbottom habitat areas using the same in situ diver transects and same methodology described in the previous report so the pre-construction survey can be adequately compared to the new survey. Hardbottom patch boundaries will be mapped with sub-meter accuracy GPS. Any stony corals with a diameter exceeding 10 cm and octocorals in excess of 15 cm will also be located with sub-meter accuracy GPS. The results of the survey effort will be summarized in a report, as detailed in Task 3 below.

Total Fee Task 1b - \$7,940

1c) CORAL RECONNAISSANCE AND SUMMARY TECHNICAL MEMO

ESA Scheda will conduct a reconnaissance dive at the coral relocation sites to determine the overall health of the relocated corals. During the reconnaissance dive, ESA Scheda divers will document the health of the coral including but not limited to, living tissue, tissue mortality, disease, sedimentation on each corals. Divers will also take pictures of each of the 32 relocated corals (24 from 2014 and 8 from 2016). ESA Scheda scientist will consult with FIND about the findings of the corals and provide recommendations if the coral relocation site is suitable as a permanent relocation site. A summary technical memo will be drafted detailing the findings of the survey.

Total Fee Task 1c - \$3,700

2) UMAM DOCUMENTATION REVIEW

ESA Scheda will review previously completed seagrass UMAM impact sheets and compare the UMAM scores to the results of the Task 1a seagrass assessment. If the observations from the Task 1a surveys yield results that differ greatly from the previously completed UMAM scores, ESA Scheda will identify those differences by editing the existing UMAM sheets (via track changes) and provide an Excel spreadsheet listing the current condition of each identified seagrass area and justification for any proposed score changes.

Total Fee Task 2 - \$965

3) SUMMARY REPORTS

Upon completion of the field work, ESA Scheda will provide a summary report, detailing the findings of the hardbottom and seagrass surveys. The reports will include a description of methods and level of survey accuracy utilized to carry out the submerged aquatic resources survey, general characterization of protected resource conditions, and summaries of survey results including a list of observed flora and fauna. The reports

July 5, 2017
Page 3

will include graphics that depict the locations of all diver transects, protected resource areas boundaries, seagrass density/coverage, location and limits of Johnson's seagrass beds, and locations of any identified corals that meet the relocation size criteria. The seagrass report will compare the observed seagrass habitat areas to the project dredge footprint and identify any seagrass habitat located within the dredge footprint. Both reports will match the format of the previous reports submitted by another consultant, as best as possible, and be consistent with the requirements of the Johnsons' Seagrass Recovery Plan.

A draft seagrass report will be provided in Word format for initial review. Three hard copies and one digital copy of all written reports will be provided within two working days following receipt of comments/revisions to the draft report. Shapefiles of all graphic features will be provided to FIND in Autocad and ArcGIS formats.

Total Fee Task3 - \$10,420

FEE ESTIMATE

The total fee estimate totals **\$115,065.00**. This will be considered a lump sum fee estimate, which will not be exceeded without prior written authorization from the Client.

<u>Fee Estimate</u>	
<u>Description</u>	<u>Lump Sum Fee</u>
Seagrass Survey & Delineation	\$92,040.00
Hardbottom Survey & Delineation	\$7,940.00
Coral Reconnaissance	\$3,700.00
UMAM Review	\$965.00
Summary Monitoring Reports	\$10,420.00
Sub-Total (Lump Sum)	\$115,065.00

Alternative Scope of Work:

ESA Scheda can reduce the total cost of the project by reducing the number of transects surveyed by focusing our efforts on the transects where seagrass was previously identified (2016 survey). It is presumed that no seagrass has grown into the locations where it was not previously identified. Under this approach, 23 transects would be thoroughly surveyed and 103 transects would be checked by ESA Scheda's divers to confirm the presence/absence of seagrasses. If seagrass is found, along these previously un-vegetated transects, the new seagrass limits would be delineated. ESA Scheda also proposes to eliminate the hardbottom survey, again due to the unlikelihood that new coral, which meet the minimum size thresholds, could have been established since this was last surveyed. If these presumptions are correct, then we will also suggest eliminating an update of the UMAM scores. Total fee for the Alternative Scope of Work is **\$80,310.00**. This approach would save FIND over forty-eight thousand dollars (\$48,000) while still providing what is necessary for the anticipated work.

July 5, 2017
Page 4

<u>Alternative Fee Estimate</u>	
<u>Description</u>	<u>Lump Sum Fee</u>
Seagrass Survey & Delineation	\$60,060.00
Coral Reconnaissance	\$4,000.00
Summary Monitoring Reports	\$16,250.00
Sub-Total (Lump Sum)	\$80,310.00

The project will be billed monthly based upon the percentage completion of the fee. Please note that the following assumptions were used in developing this lump sum fee estimate. If additional work time is required due to the inaccuracy of these assumptions or future changes in scope, the client will be notified prior to the work being performed. Written authorization will be obtained from the client prior to performing the work.

1. Survey, engineering, and geotechnical services are to be provided by others.
2. The survey area is generally accessible during typical work hours with advance notice.
3. This scope of services does not include any protected species relocation or mitigation efforts, including coral relocation and permitting. Should corals be observed in the project area that meet the relocation size criteria, a separate cost proposal shall be submitted to FIND within three working days of field work completion to relocate these corals/octocorals.
4. The client shall provide CADD and/or GIS shapefiles for the locations of all diver transects and previously-identified resource area boundaries prior to initiation of the field work.

If these terms and conditions are satisfactory, please authorize the work by signing below and returning one copy to our office. Upon receipt of such signature, this document shall constitute a binding Agreement.

Thank you for the opportunity to provide this scope and fee. Please contact Nick Gadbois at (561) 865-7749 if you have any questions or require additional information.

Sincerely,
ESA SCHEDA

Thomas F. Ries. Vice President

The above terms are accepted as stated on this ____ day of _____, 2017.

Signature: _____ Title _____

Printed: _____ Witness _____

ALCALDE & FAY
GOVERNMENT & PUBLIC AFFAIRS CONSULTANTS

July 7, 2017

MEMORANDUM

TO: Mark Crosley, Executive Director
Janet Zimmerman, Assistant Executive Director

FROM: Jim Davenport

SUBJECT: Federal Legislative Report

FY 2018 Energy and Water Appropriations Bill Marked Up in Subcommittee

On June 28, the House Energy and Water Appropriations Subcommittee marked up the fiscal year (FY) 2018 Energy and Water Development, and Related Agencies Appropriations bill, which provides annual funding for national defense nuclear weapons activities, the Army Corps of Engineers, various programs under the Department of Energy (DOE), and other related agencies.

The bill totals \$37.56 billion – \$209 million below the fiscal year 2017 enacted level and \$3.65 billion above the President’s budget request. Funding is targeted toward national security efforts – including nuclear weapons activities – and energy and water infrastructure investments.

The Army Corps of Engineers is funded at \$6.16 billion, an increase of \$120 million above the fiscal year 2017 enacted level and \$1.16 billion above the President’s budget request. The bill focuses funding on activities that will have an immediate impact on public safety, job creation, and economic growth, including those that help increase the functionality of ports and waterways.

Since the bill has not been considered by the full House Appropriations Committee, specific funding details pertaining to navigation and inland waterways is not available. But as you know, the President’s budget request includes \$3.56 million for the Intracoastal Waterway and \$2.224 million for the Atlantic Intracoastal Waterway. In total, the bill includes \$2.8 billion for navigation projects. For complete bill text, please go [here](#).

Modifications to the Magnuson Stevens Act

On June 8, Skip Bafalis and I met with Congressman Don Young (R-AK), a senior member of the House Natural Resources Committee, who introduced [legislation](#) on January 1 to reauthorize the Magnuson Stevens Act.

We fully briefed Congressman Young on the essential fish habitat (EFH) consultation issue as it pertains to FIND, including meetings with House Natural Resources Committee staff, meetings in 2005 with the National Marine Fisheries Service (NMFS), the meeting in West Palm Beach with Rep. Lois Frankel, NMFS and the Corps, and the assistance from Jacksonville Corps and Corps Headquarters in drafting legislative language to remedy the situation. Essentially, we explained that the Corps has the ability to override the recommendations of NMFS during the EFH consultation process. Thus, when FIND conducts maintenance dredging on behalf of the Corps for the federal project, using its own money, FIND should be accorded the same rights.

Rep. Young completely got it. He took our language (below), handed it to his staff and said he wanted to help. He even suggested that he could include it in his bill without hearing from the FIND's congressional delegation. It was a positive meeting and we will continue following up with his office.

The language given to Rep. Young is below:

SEC. _____. –Notwithstanding any other provision of law, requirements to conserve or to provide compensatory mitigation for impacts to submerged aquatic vegetation under section 305(b) of Public Law 95-354, as amended (16 U.S.C. 1855(b)) shall not apply when a non-Federal entity conducts maintenance dredging for an authorized Federal navigation project on an inland waterway, inlet, or harbor located in North Carolina, South Carolina, Georgia and Florida pursuant to a permit issued under section 404 of the Clean Water Act (33 U.S.C. 1344) or section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

Please contact us with any questions.