

**Board of
Commissioners Meeting
December 13, 2014**

PRELIMINARY AGENDA

FLORIDA INLAND NAVIGATION DISTRICT Board of Commissioners Meeting

9:00 a.m., Saturday, December 13, 2014

**The Shores
2637 South Atlantic Ave.
Daytona Beach Shores, FL 32118-5643
Volusia County, Florida.**

Item 1. Call to Order.

Chair Chappell will call the meeting to order.

Item 2. Pledge of Allegiance.

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

Item 3. Roll Call.

Secretary Netts 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 Committee to discuss in depth. Any items removed would then be included in the regular agenda in an order assigned by the Chair.

(Please see back up pages following the **COLOR** page)

RECOMMEND: Approval of the Consent Agenda.

- A) City of West Palm Beach Assistance Project Extension Request, Palm Beach County, FL.
 - B) FDEP Small-Scale Spoil Island Restoration & Enhancement Program Application, IRL - Volusia County to Palm Beach County, FL
 - C) Keep Brevard Beautiful Waterways Cleanup Request, Brevard County, FL.
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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.*

Item 7. **Board Meeting Minutes.**

The minutes of the following meetings are presented for approval.

- October 18, 2014 – Finance & Budget Committee Mtg. (Please see back up pages 8-13)
- October 18, 2014 – Board Meeting (Please see back up pages 14-48)

RECOMMEND: Approval of the minutes as presented.

Item 8. **Comments from the U.S. Army Corps of Engineers.**

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

(Please see back up pages 49-52)

Item 9. **Staff Report on Volusia County Area Projects.**

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

(Please see back up pages 53-71)

Item 10. **Presentation by Officials from All Aboard Florida (AAF) Regarding the Proposal for Additional High-Speed Rail Service Between Orlando and Miami.**

AAF, a subsidiary of Florida East Coast Industries (FECI), has submitted a proposal to the Federal Railroad Administration (FRA) to operate 32 high-speed trains per day between Orlando and Miami. These additional train operations will result in additional closings of three bridges within the District that affect navigation, the New River Bridge (Fort Lauderdale), the Loxahatchee River Bridge (Jupiter/Tequesta) and the St. Lucie River Bridge (Stuart/Okeechobee Waterway).

AAF official will provide a presentation to the Board and be available to answer questions related to navigational interests and train operations.

(Please see back up pages 72-79)

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

Item 11. **Exchange of Property with Brevard County for Proposed Long-Range Dredge Material Management Area (DMMA) BV-24, Brevard County, FL.**

DMMA BV-24 is located in the Valkaria area of southeast Brevard County. The District acquired this property in 1993 from several land owners through lengthy eminent domain proceedings. This site is one of our long-range DMMA's necessary for the dredging of Reach VI, the southern-most dredging reach within Brevard County.

The area is well-documented as viable Scrub Jay habitat. In 2009, Brevard County approached the District to initiate an exchange for an adjacent County-owned property that could meet the District's dredging requirements but was less functional as Scrub Jay habitat. The County initially agreed to cover all District costs associated with the exchange, including the necessary due diligence of our District Engineer.

On-going negotiations and delays lead to an additional Land Acquisition Committee agenda item in February 2013, whereby the Committee approved moving forward with this exchange if Brevard County would cover an increase of \$40,000.00 in engineering fees associated with the delayed implementation of the exchange. The Committee approved the exchange of property and the fee request.

The exchange was again delayed with the retirement of our previous Executive Director. Staff, our District Attorney and our District Engineer have been working with the County to reinstate this exchange.

Currently after many months of negotiations, we have drafted an exchange agreement which will allow the exchange of the two properties and requires Brevard County to pay up to \$88,823.38 in

engineering fees. Please note that this is roughly half of the last fee quote (February 2013) from our District Engineer to perform the required due diligence to facilitate this exchange.

The County has offered to assist the District with the long-term management of our buffer for the new site, and the exchange will result in additional protection of endangered Scrub Jay habitat. If the board approves the exchange agreement, staff will request a revised scope of work and fee quote from our District Engineer and pursue the exchange.

(Please see back up pages 80-125)

RECOMMEND: Approval of an agreement with Brevard County for property exchange of DMMA BV-24, Brevard County, FL.

Item 12. Request from Brevard County to Utilize Dredge Material Management Area (DMMA) BV-52 for Area Muck Dredging, Brevard County, FL.

Brevard County has approached the District to utilize DMMA BV-52 located in Palm Bay to dredge muck from the nearby Turkey Creek basin. The site has been previously utilized by the St. Johns River Water Management District (SJRWMD) to successfully dredge the same basin.

The County will utilize the site to dewater dredge material and haul it offsite. The District does not have any immediate plans to utilize the DMMA for navigation dredging and the County has offered to conduct gopher tortoise relocation and site improvements at this site at no cost to the District. If the Board approves this request, staff will work with our District Engineer and our Attorney to conduct all necessary due diligence and draft a two-year lease agreement, with the possibility for a one year extension.

(Please see back up pages 126-137)

RECOMMEND: Approval of an agreement with Brevard County for a two-year lease, with a possible one-year extension, for the utilization of DMMA BV-52 to support muck dredging of the Turkey Creek basin, Brevard County, FL.

Item 13. Discussion of the Use of District Properties by Other Entities and the Promotion of Commercial/Industrial Waterway Access Nodes Within the District.

At the September meeting, the District Board heard comments and held a brief discussion pertaining to the use of District properties by entities other than FIND. This lead to further discussion concerning the general availability of commercial/industrial waterfront access.

Staff was directed to schedule this issue for additional discussion at a subsequent Board meeting. Staff has reviewed the current policies and rules that pertain to this and issue and would like direction and input from the Board regarding this topic.

(Please see back up pages 138-159)

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

Item 14. Major Project Agreement Cost Modification, Surfside Seawalls Reconstruction (Project #DA-SU-13-149) Waterways Assistance Program, Town of Surfside, Miami-Dade County.

The Town of Surfside has requested a major project cost modification to the Surfside Seawalls Reconstruction project agreement due to the higher than expected bid results. After some value engineering and further investigation, the Town requests the reduction in scope from 9 seawalls totaling 681 linear feet to 4 seawalls totaling 397 linear feet. The proposed reduction in scope, on a linear-foot-of-seawall basis is 41.7%. The 4 seawalls with “severe” or “moderate” damage which will be repaired are Surfside Park, 95th St., Biscaya Dr. and Froude Ave. This proposed modification does not increase the District’s total expenditures (\$494,445) on this project.

(Please see back up page 160-171)

RECOMMEND: Approval of a major project agreement cost modification to reduce the scope of the Surfside Seawalls Reconstruction Waterways Assistance Program project to 4 seawalls totaling 397 linear feet.

Item 15. Approval of a License Agreement with Broward County-Port Everglades (the Port) to utilize the Port’s Temporary Dredge Material Management Area (DMMA) in support of the District’s Broward County Intracoastal Waterway (IWW) Deepening Project (the Project), Broward County, FL.

Staff have been working for approximately the past year with our District Engineer, our Attorney and numerous Port staff to develop a license agreement for the District’s use of the Port’s DMMA in support of the forthcoming IWW Deepening Project.

This agreement will allow the District to access and utilize the Port’s DMMA for approximately 27 months, roughly the anticipated duration of the deepening project. Please note that the DMMA is the site that was previously constructed and utilized by the District for the success deepening of the Dania Cut-Off Canal.

The agreement is contingent upon approval of a traffic maintenance plan and the District’s typical due diligence for insurance, material handling and testing. The approval of this agreement is necessary to allow the District to bid the Project.

(Please see back pages 172-206)

RECOMMEND: Approval of a license agreement with Port Everglades to utilize the Port’s Temporary DMMA in support of the Broward County IWW Deepening Project, Broward County, FL.

Item 16. Additional Scope of Work and Fee Quote for Professional Services to Develop an Alternative Truck Route Access to the Port Everglades Temporary Dredge Material Management Area (DMMA) for Utilization During the Broward County ICW Deepening Project, Broward County, FL.

At the request of Port Everglades, the Navigation District has been working with Taylor Engineering to develop an alternative access road to the existing Port DMMA. On October 18, 2014, the Board reviewed and approved a Scope of Work and Fee Quote from Taylor Engineering in the amount of \$49,668.25 to develop the alternative access road.

On October 23, 2014 District staff, Port Everglades staff, FPL staff and officials with the City of Dania Beach met to discuss the alternative road access. As a direct result of this meeting and a subsequent site visit, it became apparent that developing the requested alternative DMMA access road would require additional services, specifically to develop an alternative truck access route along NE 7th Avenue that would not interfere with current traffic patterns.

Taylor Engineering was requested to provide a minimum scope of work and fee quote to complete this initiative. The resultant scope is comprised largely of sub-consultant work with some oversight by Taylor Engineering. The approval of this scope, accompanied by the previously approved scope to construct the access road on FPL and Broward County property, should result in a viable alternative access road that is essential to the District's use of the Port's DMMA.

(Please see back up pages 208-232)

RECOMMEND: Approval of a scope of work and fee quote in the amount of \$45,878.50 from Taylor Engineering for development of an alternate truck route along NE 7th Avenue for access to the Port's DMMA site, Broward County, FL.

Item 17. Scope of Work and Fee Quote for Professional Engineering and Construction Administration Services for the Palm Beach County Intracoastal Waterway (IWW) Deepening Project, Palm Beach County, FL.

The District recently received the U.S. Army Corps of Engineers (USACE) permit to deepen the Intracoastal Waterway on the west side of Peanut Island in the vicinity of the Port of Palm Beach. With the Florida Department of Environmental Protection (FDEP) permit already obtained, this was the final step necessary prior to plans and specifications for this project.

The project will deepen the IWW near Peanut Island to -17' (-15' with 2 foot over-dredge to maintain the project) from the current -10'. Approximately 100,000 yds³ of material from approximately 3,500 linear feet of IWW will be hydraulically pumped into the Peanut Island Dredge Material Management Area (DMMA).

Staff has requested a scope of work and fee quote from Taylor Engineering to complete the plans, specification and construction administration necessary to implement this project. The proposal is a

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not to exceed proposal. Staff has reviewed the proposal and it is accurate and consistent with previous comparable work.

(Please see back up pages 233-254)

RECOMMEND: Approval of a scope of work and fee quote in the amount of \$265,982.50 from Taylor Engineering for plans, specification and construction administration of the Palm Beach County IWW Deepening Project, Palm Beach County, FL.

Item 18. **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 see Finance and Budget Committee Agenda Package)

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

Item 19. **Washington Report.**

The District's Washington DC government relations firm has submitted a status report on their activities on the District's federal issues.

(Please see back up pages 256-257)

Item 20. **Additional Staff Comments and Additional Agenda Items.**

Item 21. **Additional Commissioners Comments.**

Item 22. **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.

MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT
Finance and Budget Committee Meeting
8:30 a.m., Saturday, October 18, 2014
Hilton Garden Inn Ft. Lauderdale Airport-Cruise Port
180 SW 18th Avenue
Dania Beach, Broward County, Florida, 33004-3105

ITEM 1. **Call to Order.**

Committee Chair Cuozzo called the meeting to order at 8:36 a.m.

ITEM 2. **Roll Call.**

Assistant Executive Director Janet Zimmerman called the roll and Chair Cuozzo, Commissioner Bowman, and Commissioner Sansom were present. Ms. Zimmerman stated that a quorum was present. Vice-Chair Blow and Commissioner McCabe were absent.

ITEM 3. **Additions or Deletions.**

Chair Cuozzo asked if there were any additions or deletions to the meeting agenda. Mr. Crosley stated that there are no additions or deletions to the agenda.

Commissioner Sansom made a motion to approve the agenda as presented. The motion was seconded by Commissioner Bowman. Chair Cuozzo asked for any further discussion, hearing none, a vote was taken and the motion passed.

ITEM 4. **Public Comments.**

Chair Cuozzo asked if there were any public comments on issues that are not on today's agenda. There were none.

ITEM 5. Financial Statements for August of 2014.

Chair Cuzzo presented the District's financial statements for August of 2014.

Mr. Crosley referred to the District's State Board of Administration Account (SBA) and noted that \$19,302.15 was released from Fund "B" and he noted that the account is now closed with full principal repaid. He stated that Fund "B" will no longer be paying interest and those funds were released into Fund "A". He stated that the paper gain will be determined in the Spring of 2015, after full liquidation. He noted that at that time the District will be able to close this account.

Commissioner Sansom asked the amount of interest the District receives on Fund "A" .16%. Mr. Crosley answered yes.

Mr. Crosley stated that The Bank United CD will be maturing in December and staff will shop those funds for the highest interest rates. He stated that the District's tax collections are on mark as we head to the end of the District's Fiscal Year. Mr. Crosley asked for questions.

Commissioner Dritenbas asked if the District's budget reflects an increase in Ad Valorem taxes. Mr. Crosley answered yes, and stated that the FY 2014-2015 Budget reflects a 6% increase in property values.

Commissioner Bowman made a motion to approve a recommendation to the full Board of the financial statements for August of 2014. The motion was seconded by Commissioner Sansom. Chair Cuzzo asked for any additional discussion. Hearing none, a vote was taken and the motion passed.

ITEM 6. August 2014 Budget Summary and Project Status Expenditure Reports.

Chair Cuozzo presented the Expenditure and Project Status Reports for August 2014. He stated that the District's Condensed Budget Summary begins on Page 22.

Mr. Crosley noted that this is the time of year when many of the District's grants are completed and closed out. He noted that those calculations will be reflected in December's reports. He asked for questions.

Commissioner Sansom referred to the Titusville Channel Maintenance Dredge, Phase I project and asked why it was withdrawn. He asked if the applicant went to Phase II, could that grant be re-activated. Ms. Zimmerman stated that the grant was awarded in 2011. She stated that the applicant asked for the grant to be withdrawn because the city is not completing this project. Commissioner Sansom asked staff to contact the new City Manager to discuss future plans regarding this project.

ITEM 7. Auditor's Engagement Letter for the FY 2013-2014 Audit.

Mr. Crosley stated that the District's current audit firm, Berger, Toombs, Elam, Gaines & Frank, has submitted an engagement letter for the FY 2013-2014 financial audit with a proposed cost of \$27,000.00 which is \$1,000 less than last year's proposal. He stated that if the engagement letter is approved, this will be the sixth year that Berger et al. will have performed our audit.

Chair Cuozzo stated that he is familiar with this firm, they are known for tight internal controls and are respected as a great firm. He stated that this would probably be the last time the District would use this firm because we have used them for the last five years and it will be time to rotate the firms.

Mr. Crosley noted that even though we would be using the same firm, different associates are used for each audit, which keeps fresh eyes on the District's records.

Commissioner Kavanagh asked if the auditing firm will use the same CPA for the audit oversight. Mr. Crosley answered yes and stated that his specialty is government auditing. Mr. Crosley noted that this firm is also used by the St. Lucie County Sheriff's office.

Commissioner Sansom made a motion to approve the recommendation to the full Board to accept the Engagement Letter from Berger, Toombs, Elam, Gaines & Frank for the FY 2013-2014 audit. The motion was seconded by Commissioner Bowman. Chair Cuozzo asked for any additional discussion. Hearing none, a vote was taken and the motion passed.

ITEM 8. FY 2013-2014 Budget Amendment Number 2.

Mr. Crosley presented Budget Amendment Number 2 to the FY 2013-2014 Budget. He stated that this is the final budget amendment to this budget and is being made to reflect the actual costs of property appraiser's collections and to reflect changes in dredging funding primarily associated with U.S. Army Corps of Engineers partnership project.

Commissioner Bowman made a motion to approve the a recommendation to the full Board of Resolution No. 2014-04 for Budget Amendment Number 2 to the FY 2013-2014 Budget. The motion was seconded by Commissioner Sansom. Chair Cuozzo asked for any additional discussion. Hearing none, a vote was taken and the motion passed.

ITEM 9. Delegation of Authority Report.

Chair Cuozzo presented for review the Executive Director's Delegation of Authority actions and stated that seven actions were taken from September 3, 2014 through October 7, 2014. He asked for questions or discussion.

Mr. Crosley stated that Scheda Ecological Associates was retained to perform additional hard-bottom surveys of the St. Lucie Dredging Reach 1, in conjunction with the submerged aquatic vegetation survey approved by the Board on August 16, 2014. He noted that a small amount of resources have been found within the reach but, not in the area the District will be dredging.

Commissioner Sansom asked about Items Five and Six. Mr. Crosley stated that Item Six is a publication sponsorship for the Miami River that was approved by the Board in the previous year. He stated that the commissioner asked that the District provide the sponsorship again this year. He stated that Item Six is for a Florida Department of Transportation (FDOT) owned bridge utility cable crossing survey in support of the Broward County Deepening Project. He stated that this has been required because the District has to dredge under two FDOT bridges that have buried utility crossings.

Commissioner Sansom inquired about the possibility of other additional project related costs. Mr. Crosley stated that staff and Taylor Engineering will be discussing that topic during today's full Board meeting. He noted that this Broward County Deepening project is a complicated project.

ITEM 10. Additional Agenda Items or Staff Comments.

Chair Cuozzo asked if there were any additional agenda items or staff comments. Staff did not have any additional comments.

ITEM 11. Additional Commissioners Comments.

Chair Cuozzo asked if there were any additional Commissioner comments. There were none.

ITEM 12. Adjournment.

Chair Cuozzo stated that hearing no further business the meeting was adjourned at 8:59 a.m.

**MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT**

Board of Commissioners Meeting

9:00 a.m., October 18, 2014

Hilton Garden Inn Ft. Lauderdale Airport-Cruise Port

180 SW 18th Avenue

Dania Beach, Broward County, Florida 33004-3105

ITEM 1. Call to Order.

Chair Chappell called the meeting to order at 9:07 a.m.

ITEM 2. Pledge of Allegiance.

Chair Chappell led the pledge of allegiance to the flag of the United States of America.

ITEM 3. Roll Call.

Ms. Janet Zimmerman called the roll and Chair Chappell, Treasurer Cuozzo, Commissioners Bowman, Dritenbas, Isiminger, Kavanagh, and Sansom were present. Vice-Chair Blow, Commissioner Crowley, Commissioner McCabe, Commissioner Netts, and Commissioner Williams were absent. Ms. Zimmerman stated that a quorum was present.

ITEM 4. Consent Agenda.

Chair Chappell asked if there were any comments or questions regarding the Consent Agenda.

Mr. Crosley referred to Item A, Waterway Master Access Plan, Martin & St. Lucie Counties, Project Extension Request and stated that Ms. Kim DeLaney will be making a presentation to the Board today regarding this plan.

Commissioner Sansom made a motion to approve Item B of the Consent Agenda and to include Item A in Item 7A, of the full Board agenda. The motion was seconded by Commissioner Isiminger. Chair Chappell asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 5. Additions or Deletions.

Chair Chappell asked if there were any additions or deletions to the meeting agenda.

Mr. Crosley stated that he would like to add to the agenda: Item 7A, Presentation on the Draft Waterway Master Plan for Martin and St. Lucie Counties, including Item A of the Consent Agenda, Waterway Master Access Plan, Martin & St. Lucie Counties, Project Extension Request; Item 14A, Extension of the Agreement with Alcalde and Fay for Washington DC; Government Relations Services; Item 15A, Dredge Material Management Area (DMMA) DU-8 Pipeline Sleeve Construction Installation Monitoring, Duval County, FL; Item 15B, Personnel Committee Agenda.

Commissioner Dritenbas made a motion to approve the final agenda as amended. The motion was seconded by Commissioner Kavanagh. Chair Chappell asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 6. Public Comments.

Chair Chappell asked if there were any public comments on issues that are not on today's agenda. There were none.

ITEM 7. Board Meeting Minutes.

Chair Chappell asked if there were any comments or questions regarding the Board Meeting Minutes. None were heard.

Commissioner Sansom made a motion to approve the minutes as presented. The motion was seconded by Commissioner Dritenbas. Chair Chappell asked if there was any further discussion. Hearing none, a vote was taken and the motion passed.

ITEM 7A. Presentation on the Draft Waterway Master Plan for Martin and St. Lucie Counties.

Mr. Crosley introduced Ms. Kim DeLaney, Ph.D., Strategic Development Coordinator with the Treasure Coast Regional Planning Council, who will present the Martin and St. Lucie County Waterway Master Plan. She thanked the District as a major funding sponsor of this project and noted that a FIND staff is a member of the steering committee. She stated that the Steering Committee is a multi-disciplinary, multi-agency committee.

Ms. DeLaney stated that this project includes the development of a plan and strategies to leverage economic benefits related to 120 miles of the navigable waterways in Martin and St. Lucie Counties, including the Intracoastal Waterway, the St. Lucie River (both the north and south forks), and the St. Lucie Canal and various other "C" Canals. She stated that the purpose of the plan is to identify and prioritize waterway access facility needs. She stated that also included within this plan are the evaluation of land development opportunities, water-based transportation, and recreational opportunities.

Ms. DeLaney stated that a series of public workshops were conducted, wherein participants had the opportunity to work with facilitators to identify opportunities and challenges related to the waterways of Martin & St. Lucie counties, as well as introduce

new ideas to the process. She stated that following the workshops, the Treasure Coast Regional Planning Council hosted a week-long public charrette with a multi-disciplinary team assembled to synthesize the public's input with the research and evaluations received from these workshops.

Ms. DeLaney stated that natural resources were never intended to become the driving factor of this plan, but became the driving factor because of the concerns about water discharges from Lake Okeechobee and upland stormwater discharges into the St. Lucie River. She stated that this plan will not recreate work that is underway, such as the Everglades restoration and redirection of Lake Okeechobee water flows. She stated that those efforts have been identified and presented in the plan as things that the public wants to continue forward with. She stated that new ideas that have been identified include stormwater restoration, expanding access to the pump outs and environmental restoration.

Ms. DeLaney stated that marine transportation is a driving issue when discussing a waterway plan and in particular improvements such as dredging, boater facilities, water taxis, sea plane and high speed ferry service.

Commissioner Sansom asked if, during the planning process, different permitting requirements have been identified between canoe/kayak ramps versus boat launching ramps. Ms. DeLaney stated that canoe/kayak launches do not have much of a permitting threshold because they are typically installed by the local county in conjunction with waterfront parks. Commissioner Sansom noted that in his community there was a problem with the permit for a canoe ramp because the Florida Department of Environmental Protection (FDEP) wanted mitigation for that ramp. Ms. DeLaney stated that what she has

learned from the kayakers is that they do not want a structured launch, they just want a sandy beach for their launch use.

Ms. DeLaney stated that the complete draft of the Martin and St. Lucie Waterways Plan is available online. She stated that the Martin Metropolitan Planning Organization (MPO) is requesting an extension of their FY 2013-14 project agreement for the Martin-St. Lucie Regional Waterways Plan. She stated that the Martin MPO is in the final stages of presenting the draft plan to the partnering organizations. She stated that one of the organizations cancelled a meeting that would have allowed completion of the plan by the September 30th deadline. She stated that because of this cancelled meeting and delayed approval of the plan, they are asking for a one-year project extension.

Treasurer Cuozzo referred to the Palm Beach County Waterway Master Plan and asked what elements have been implemented. Ms. DeLaney stated that the Palm Beach County Waterway Master Plan has identified eight upland marina villages for construction of water taxi service. She stated that the water taxi operators are registered and will be marketed by the Tourist Development Council. She stated that several water taxi docks have been constructed and are a resource for the county.

Ms. DeLaney stated that the creation of interior access to waterways has been identified and a key location will be the C-51 Canal in Lake Worth. She stated that the City of West Palm Beach, City of Lake Worth and the Town of Lake Clark Shores are working with the Regional Planning Council to construct a lift to move boats around the C-51 drainage control structure. She stated that an agency meeting is schedule next week regarding this project.

Commissioner Sansom asked about the project funding source. Ms. DeLaney stated that Congresswoman Frankel's office has identified the project as a lead funding priority. She stated that Congresswoman Frankel is on the Transportation and Air Committee. She stated that also, there is an indirect grant funding source for the construction of this project. Commissioner Sansom asked about the funding source. Ms. DeLaney stated that she would find out about the funding source and send him that information.

Commissioner Isiminger noted that the Jupiter Inlet Village project finished their Project Charrette yesterday. Ms. DeLaney stated that each of the inlet villages will retain their own identity that will match the village location.

Commissioner Sansom made a motion to approve the requested project agreement extension for one additional year. The motion was seconded by Commissioner Isiminger. Chair Chappell asked if there was any further discussion. Hearing none, a vote was taken and the motion passed.

Commissioner Kavanagh asked about the All Aboard Florida (AAF) train bridges.

Ms. DeLaney stated that the AAF has generated considerable public discussion and interest. She stated that the Florida East Coast Industry (FECI) submitted a loan application to the Railroad Improvement Fund (RIF). She stated that when the FECI made the application to the RIF they were required to develop an Environmental Impact Statement (EIS). She stated that the focus by the Regional Planning Council and the general public, is what's in the EIS because it contains statistics on the project impact on a variety of issues. She stated that the only reason there is an EIS is because there is an RIF loan application. She stated that there is no other comprehensive document that

summarizes the impact of the project and creates an opportunity for conditions to be imposed in a record of decision.

Ms. DeLaney stated that draft EIS was published in September which triggered a 75 day public comment period. She stated that the public comment period will end in early December, 2014. She stated that the Treasure Coast Regional Planning Council (TCRPC) has coordinated, with local government to set up a project information section on the All Aboard Florida web site. She stated that the TCRPC has scheduled regional staff level meetings in Jupiter on October 21st and in Fort Pierce on November 21st.

Ms. DeLaney stated that in September of 2014, the U. S. Coast Guard (USCG) initiated a Marine Navigation Survey. She stated that technically, the USCG Marine Navigation Survey has no relationship to the EIS, it will focus on the USCG's mission, which is to balance and insure reasonable access to navigation. She stated that the USCG has project impact concerns regarding three key bridges, the New River Bridge, the St. Lucie River Bridge, and the Loxahatchee River Bridge. She stated that two of those bridges, the St. Lucie River and the Loxahatchee River are the focus of the TCRPC. She stated that the USCG set a public workshop meeting in October, but the topic was too narrow and the workshop was cancelled and set for mid-November. She stated that the USCG has reserved the right to get better data on the project to comment on the EIS and the agency will conduct a public process for a rule change if necessary.

Ms. DeLaney stated that a key point that could be of interest to FIND is the TCRPC had to rely on the EIS as the only data source. She stated that boater counts have been taken by AAF for the EIS for all three bridges, and by Martin County for the St. Lucie River Bridge, and the Jupiter Inlet District for the Loxahatchee River Bridge. She noted

that the USCG is not confident that the data in the EIS is the best data and they are reserving the right to gather better data. She stated that for example, the EIS shows 273 boats per day at a bridge and local counts indicate 450 boats per day at that same bridge.

Ms. DeLaney stated that railroad bridges and traffic bridges are regulated in very different ways. She stated that railroad bridges are operated with the presumption that they are open until a railroad demand is presented and then the bridge will be closed. She stated that the railroad bridge can close and lock eight minutes before the train arrives, the train then crosses and the bridge re-opens within one to two minutes. She stated that computes to 16 to 18 minutes of closures for every train. She stated that the TCRPC is forecasting that freight trains will be sequenced with passenger trains and forecasts for railroad bridges indicate that 52 trains a day will pass that will require bridge closings 42 times daily or a total of 8.6 hours a day of bridge closings. She stated these closings will delay 42% of the boaters daily and these delays will present boater safety issues.

Ms. DeLaney noted that the St. Lucie Railroad Bridge has a clearance of six-feet and small boats could pass under it while it is closed, but there is a question if it is legal for a boater to travel under a closed railroad bridge.

Mr. Crosley noted that there were several members of the public in the audience and he asked if anyone has any public comments.

Ms. Patience Cohn, for the Marine Industries of South Florida (MIASF), welcomed the Board to Broward County. She stated that the Fort Lauderdale Boat Show runs Thursday, October 30 through Monday, November 3rd. She stated that at noon on the Monday of the Boat Show there will be a Marine Industries Luncheon to discuss the

industry vision for the Dania Cut-Off Canal. She stated that the Bahia Mar has just been sold and two of the investors will be on the discussion panel.

Ms. Cohn commented that the recent Dania Cut-Off Canal dredging project has triggered a boom in the industry and the county is getting ready to perform some local drainage to enhance the waterfront upland areas.

Ms. Cohn stated that Derecktor Shipyards of Florida Marina has purchased a large boat lift and all of the adjacent marinas are sharing this lift. She stated that this shows what can happen when navigability is improved.

Ms. Cohn stated that the MIASF has partnered with the Marine Industries Cares Foundation to provide summer camp scholarships to high school students. She stated that these candidates will be exposed to the marine industry and various marina businesses.

Commissioner Sansom asked the status of the District's proposed Project Rule changes. Mr. Crosley stated that this year, there were no rule changes. He stated that he had planned on asking, under commissioner comments, if the Board would like to discuss inlet navigation maintenance. Chair Chappell suggested the Item be added as Item 15C.

Commissioner Sansom made a motion to add to the agenda, Item 15C, WAP Rule Changes. The motion was seconded by Treasurer Cuzzo. Chair Chappell asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 8. Staff Report on Broward County Area Projects.

Mr. Crosley stated that Phase I of the Dredged Material Management Plan (DMMP) for the Intracoastal Waterway (IWW) in Broward County was completed in 2003. He stated that Phase II of the DMMP was completed in 2004 and land acquisition possibilities, especially for waterway access, continue.

Mr. Crosley stated that the 50-year dredging projection for the 25 miles of channel in Broward County is 33,644 cubic yards of material and the storage projection is 72,334 cubic yards of material. He stated that this is the lowest dredging projection of any of the District's 12 counties. He stated that the majority of this dredging (81%) is associated with the Hillsboro Inlet.

Mr. Crosley stated that the District is pursuing the deepening of the Intracoastal Waterway from the 17th Street Causeway north to the Middle River. He stated that the project is in the design phase and funding is being accumulated in the budget to complete project construction. He stated that this project will create navigation and docking opportunities for mega-yachts and an increase in marine-related business. He stated that the District recently completed the deepening of the Dania Cut-Off Canal between the Port and US Route 1 and that the Broward County IWW Deepening is scheduled to follow that project. He stated that both of these projects are cooperative efforts with the Marine Industries Association of South Florida, Broward County, Port Everglades, and the cities of Fort Lauderdale and Dania Beach.

Mr. Crosley stated that maintenance dredging of Reach I has currently been scheduled for 2017 with any beach-quality dredged material being placed on the beach south of the Hillsboro Inlet. He stated that the United States Army Corps of Engineers (USACE) is procuring funds for the preliminary investigation of this reach.

Mr. Crosley stated that the existing District-owned Dredged Material Management Areas MSA 726, known as Exchange Club Park and MSA 727, known as, Alsdorf Park - 14th Street Boat Ramp are currently leased to the City of Pompano Beach, and MSA 783 is within Port Everglades. He stated that the public meetings have been held with the City of

Pompano Beach and City of Lighthouse Point regarding the removal of invasive plants, planting of a native plant buffer and preparation of MSA-726 Exchange Club Park to complete the dredging of Broward Reach I and any future dredging or access needs.

Mr. Crosley stated that the Broward County Waterways Economic Study was completed in early 2008 and updated in 2011. He stated that Broward County has the most active marine economy in all of our 12 counties. He stated that the recent update documented that 1,767 marine-related businesses in the county employ 21,455 people, with salaries of approximately \$1 billion and a total economic impact of \$4.5 billion. He stated that property values were determined to be increased by \$6-7.2 billion by the presence of the IWW channel.

Mr. Crosley stated that since 1986, the District has provided \$23.9 million in Waterways Assistance Program funding to 119 projects in the county having a total constructed value of \$61.2 million.

Mr. Crosley stated that the Interlocal Agreement Program has been active in Broward County with projects such as the Dania Cut-off Canal Deepening, the New River Deepening, and the Broward County Intracoastal Waterway Deepening projects.

Mr. Crosley stated that the District's first Waterway Cleanup Program project was completed in Broward County over 20 years ago and now Broward County has a very expansive Waterway Cleanup Program. He asked for questions.

Ms. Cohn noted that MIAF has sponsored the Broward County Waterway Cleanup Program for 38 years.

ITEM 9. Proposal for Assessment of Muck Movement, Discharge Water Quality and Biological Impacts Dredging Project IR Reach 1, Indian River County, Florida.

Mr. Crosley stated that staff is working with the U.S Army Corps of Engineers (USACE) research center in Vicksburg, Mississippi and the Florida Institute of Technology (FIT) in Melbourne, FL on a proposal for further study of muck dredging. He stated that staff has reviewed a proposal to cost-share this study with the USACE and FIT as applied to our forthcoming Indian River Reach 1 dredging project.

Mr. Crosley introduced Mr. Coraggio Maglio, with the U.S. Army Corps of Engineers (USACE), Vicksburg, and Dr. Robert J. Weaver with the Florida Institute of Technology (FIT) to present the proposed assessment of muck movement, discharge water quality and biological impacts from dredging.

Mr. Maglio stated that FIT has started the Indian River Lagoon (IRL) Research Institute to study ways to improve water quality in the IRL. He stated that the IRL itself is an economic engine of \$3.8 billion annually. He stated that one of the mechanisms of improving water quality could be removal of the nutrient rich fine sediment. He stated that the District's upcoming dredging project of Indian River Reach 1 will be the starting point to research how navigational dredging can improve water quality.

Mr. Maglio stated that the IRL is a highly impaired water body with documented muck and water quality issues that seem to be getting worse. He stated that documentation of water quality and environmental improvements from dredging could change public and regulatory opinion about dredging.

Mr. Maglio stated that the study would investigate if the Intracoastal Waterway (IWW) channel acts as a sump. And if frequent dredging would improve the substrates.

The study would also investigate if channel deepening would collect more material, act as a sump, and improve water quality.

Dr. Weaver referred to the Dredged Material Management Area's (DMMA) original design, which allowed overflow water to spill out and go through an engineered wetland before it makes its way back to the IRL, and noted that the design that was not permitted. He stated that the permitted design allows the overflow water to drain directly back into the IRL. He stated that the permitting process seems to be far behind science and engineering. He stated that this independent research is important to support changes in the permitting process.

Dr. Weaver stated that to help establish the environmental benefits of dredging, and to investigate what extent regular navigational maintenance dredging benefits the restoration efforts, the research team proposes to evaluate three inter-related components pertaining to the upcoming Indian River Reach 1 dredging project. He stated that the three study topics are: Muck and Fluidized Mud Movement (Migration) at the FIND Dredging Site; Biological Impacts of Water Discharge from the IR-2 Placement Area; and Removal Efficiency for Fine-Grained Sediment and Nutrients during Dredging and Dewatering.

Dr. Weaver stated that several elements of the study include documenting fluid mud and muck movement near the water bottom and to measure in-situ movement, horizontal and vertical, at transects across the waterway to determine the results and benefits of waterway dredging of IRL muck and fluid mud from shallow waters. He stated that the study will evaluate the impact to seagrass from the IR-2 dewatering pond. He stated that the team will sample the discharge water and analyze it for salinity, total suspended solids,

particle size and other nutrient content. He stated that this data will be used to evaluate the overall efficiency of the dewatering and water discharge process.

Commissioner Isiminger referred to the depth of closure, and noted that that above which muck may move out of the IWW by current which is generated by wind shear or free flow. He suggested that the study include a current profile during boating and wind events.

Commissioner Bowman asked if this study data would apply to deep water dredging in St. Johns County. Mr. Maglio stated that the St. Johns deepening dredging is a very different project than the IRL project. He stated that the questions posed regarding the IRL will apply to the IWW from Key West north to New Jersey. He noted that the study will not investigate deepening projects, but that could be considered in the future.

Dr. Weaver stated that deeper depth channels do not contribute to re-suspension of sediment. He stated that when there is a deep channel such as a port, there are different issues that involve hydraulic flows.

Commissioner Dritenbas stated that the District will be holding a Board meeting in Indian River County in August of 2015 and it would be desirable to have the assessment, nitrate results, and project photos presented to the Board at that time.

Commissioner Kavanagh made a motion to approve a cost-share proposal in the amount of \$69,427.00 for an assessment of muck movement, discharge water quality and biological impacts for dredging Indian River Reach 1, Indian River County, Florida. The motion was seconded by Commissioner Dritenbas. Chair Chappell asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 10. Presentation and Status Report on the Broward County Intracoastal Waterway (ICW) Deepening Project, Broward County, Florida.

Mr. Crosley stated that for the past ten years, the Florida Inland Navigation District (FIND) has been working with Taylor Engineering to develop and permit the Broward County Intracoastal Waterway (IWW) Deepening Project. He stated that this complex but important project is nearing the design and bid phase, however, there are several challenges that remain to successfully implement this project.

Mr. John Adams with Taylor Engineering stated that the Broward County deepening project will start at the 17th Street Bridge and go north just short of Sunrise Blvd. He stated that the project does not extend past Sunrise Blvd. because the water is already deep with a -15 foot channel.

Mr. Adams stated that the disposal area is located at Port Everglades which means the material will have to be transported for offloading. He stated that FIND continues to work with Port Everglades to extend its lease for temporary use of the Dredged Material Disposal Site. He stated that the Port does not want FIND to use the front gate, so FIND will need a new entrance road designed. He stated that the way the road must be designed for safety reasons, the road may impact 35 square feet of wetland.

Mr. Adams stated that due to FND's commitment to minimize and completely avoid environmental resource impacts (seagrass), FIND reduced the average bottom width of the channel to 110 feet. He stated that the dredge template provides for a 2:1 side slope, requires a minimum 10-foot buffer from identified seagrasses, and results in the removal of approximately 283,000 cubic yards of material. He stated that this reflects a compromise between navigation requirements and impacts to existing natural resources.

Commissioner Dritenbas asked if this channel has rock. Mr. Adams answered yes and stated that the entire project area has rock. He stated that Broward County is requiring

a clamshell bucket dredge and then if that does not work the contractor can use a conventional bucket. He stated that this is a problem and adds to other project problems hindering the effort to move this project forward.

Mr. Adams stated that contractor will have to dredge under several bridges. He stated that the Department of Transportation (DOT) does not want the project to dredge under the Las Olas Bridge because of a buried cable. He stated that there is also rock under the other bridges. He stated that he recently found out that the city has three utility crossings under the 17th Street Bridge. He stated that at the Hall of Fame area, Florida Power and Light (FPL) have permits for two utility crossings. He stated that he does not know who is responsible to move the utility lines. Mr. Crosley stated that if these lines are permitted at -17 feet, it may become the District's responsibility to relocate those utility lines. Mr. Adams stated that the project depth will be -15 feet, plus – 2 feet over dredge, for a total of -17 feet.

Mr. Adams stated that the project schedule is as follows: permitting support services, October 21, 2014, he stated that FDEP has submitted a permit modification requesting the installation of turbidity screens around the work area. He stated that Taylor Engineering has replied with comment explaining that installation of these turbidity screens around the barge would be next to impossible. He noted that this project will have turbidity because coral and rock have sediments on them. He noted that coral in the project area has been moved. He stated that the pre-project survey is showing less seagrass than was previously noted. He stated that FIND is hoping to finalize the lease with Port Everglades in January of 2015. He stated that he has received the final bathymetric and magnetometer survey from Morgan and Ecklund. He stated that he is waiting to hear from the FDOT

regarding the bumper installation under the bridges. He stated that the final draft of the plans and specifications should be available next week. He stated that the project: should go to bid advertisement around December 8th; open bids around January 22nd; evaluation of bids around January 30th; and contract award in February 2015. He stated that this will be a two-year project.

Mr. Crosley stated that from the start of this project staff has encountered numerous challenges. He stated that the Port has been working to execute a lease agreement allowing the District to use the DMMA. He stated that the next item on the District's agenda is the finalization for the alternate road access to the Port Everglades DMMA. He stated that the reason FIND may have to construct a temporary road is because the Port does not want the District to use the front gates for trucks access through to the DMMA. He stated if the next item is approved, staff will meet with all stakeholders and finalize the temporary access road plan. He stated that he will then request a two-year lease agreement from the Port for the use of the DMMA. He noted that this is a very complex project and it has been a challenge to obtain the permits for this project.

Commissioner Isiminger stated that if FIND does not have all issues worked out, we may want to delay the bid advertisement. He noted that it is more difficult and expensive to negotiate project changes once the contract has been awarded.

Chair Chappell asked if the District had performed utility identification and locations in the past. Mr. Adams stated that he believed Morgan and Ecklund were tasked to do that many years ago, but he is not sure.

Chair Chappell asked about the 35 square feet of wetland mitigation and asked once the mitigation is approved, what is the timeline. Mr. Adams stated that once the work order is received, Taylor Engineering will set up the meetings and move forward.

Chair Chappell asked about the meeting with FP&L. Mr. Crosley stated that upon approval from Dania Beach to move forward with this project, FP&L should approve the project. Chair Chappell asked the date of that meeting. Mr. Crosley stated, October 23rd. Chair Chappell asked staff to notify Patience Cohn of the MIASF about the meeting because a representative from the MIASF will attend to support this project. Mr. Crosley noted that the only people scheduled to attend the meeting will be FP&L, FIND, and the MIASF. He stated that FP&L does not want any stakeholders or industry attendees.

ITEM 11. Scope of Services and Fee Quote for Professional Engineering Services to Finalize the Port Everglades Alternative Trucking Route Design & Permitting, for Utilization of the Temporary Dredge Material Management Area (DMMA) in Support of the Broward County ICW Deepening Project, Broward County, Florida.

Mr. Crosley stated that at the request of Port Everglades, The Florida Inland Navigation District (FIND) has been working with Taylor Engineering to develop an alternative access road to the existing Port DMMA. He stated that this existing site was designed and constructed by FIND for use with the successfully completed deepening of the Dania Cut-off Canal project.

Commissioner Isiminger made a motion to approve the scope of work and fee quote in the amount of \$49,668.25 from Taylor Engineering for design & permitting of an alternate access road for the Port's DMMA site, Broward County, Florida. The motion was seconded by Commissioner Sansom. Chair Chappell asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 12. Review, and Update of the Development of MSA 726 in Pompano Beach in Support of the Broward Reach 1 Dredging Project, Broward County, Florida.

Ms. Zimmerman stated that staff has been working with Taylor Engineering, IBI Group, and the communities of Lighthouse Point and Pompano Beach to develop FIND's primary, long-range dredge material management site MSA 726, also known as Exchange Club Park. She stated that this waterfront site has been leased to the City of Pompano Beach as a park since 1981, and the lease was recently extended for a period of five years (future expiration date, August 2016). She stated that the two communities also have an Interlocal Agreement for Lighthouse Point to utilize the park as open space in their Comprehensive Plan. She stated that staff has met with the two communities and local citizens in public meetings to discuss this work and plan for the park.

Ms. Zimmerman stated that while FIND has the need to develop this site in support for the proposed dredging of Broward Reach 1, the District has offered to work with the adjacent communities to leave behind a facility that is desirable and beneficial to the community. She presented a preliminary exotic removal and vegetation plan for this park upon completion of FIND's construction project.

Ms. Zimmerman stated that staff has received input from the citizens and has put that information into three columns. She stated that the list is divided by what FIND can do to and on the property and is within FIND's mission, what the City of Pompano Beach and/or Lighthouse Point is responsible for and can do to the property, and the third item is what cannot be done or is not appropriate to the site or the project. She stated that this information will be communicated back to the cities in the next month.

Attorney Breton stated that he prepared a legal summary for MSA 726 and stated that the site was leased to the City of Pompano Beach in 1981. He stated that prior to that lease execution the City of Pompano Beach and the City of Lighthouse Point entered into an Interlocal Agreement, allowing the City of Lighthouse Point to manage seven acres of the site for their land use plan. He noted that the Interlocal Agreement stated that the two cities would jointly design, construct and operate the park. He stated that under the lease, FIND has the right to possession of the property when FIND or the USACE have a need to use this property for FIND purposes. He stated under the lease terms, upon completion of FIND's use of the property, it can be returned to the cities or FIND can terminate the lease upon 90 days and the cities would have 90 days to remove anything they constructed on the property.

Attorney Breton stated that the operation and maintenance of the park is the responsibility of the City of Pompano Beach and the City of Lighthouse Point, including setting and enforcing the park rules.

Ms. Zimmerman stated that this site will not include the normal FIND DMMA construction with a high berm around it. She stated that during dredging events, the majority of material from this Reach of the waterway will be placed onto the beach and minimal material will go to this site. She stated that FIND's long-term needs for this site will be approximately every 15 years. She stated that it is in the best interest of the community, that FIND modify this DMMA and allow this site to continue as a community park.

Mr. Crosley noted that the dredging needs in Broward County, at this time, are very low. He stated that FIND will need to use this site for the upcoming dredging project, but

frequent use is not indicated and this property can be used by the community as a park between dredging events. He stated that this item does not require any action today. He stated that the reason he presented the item is that he wants the Board to know that this site will be cleared of Australian Pines and exotic vegetation and that a landscape buffer will be planted around the dike. He stated that FIND would like to provide an extensive landscape buffer around the dike, including more vegetation than typical. He stated that FIND will incur the costs for exotic removal and planting the landscape buffer.

Attorney Breton noted that per the lease and agreement, FIND is not obligated to plant or do anything to this site. He stated that FIND could clear the site, use the site, and turn the site back to the cities, as a flat piece of ground. He stated that as a good neighbor, the District should work with the city to restore the site to a nice condition.

Treasurer Cuozzo asked about the design of the facility. Ms. Zimmerman stated that rather than doing a permanent dike and berm structure, the design will be a three to four foot sloping berm around the facility. Mr. Crosley stated that this site will look more like a pocket park instead of a DMMA.

Mr. Crosley stated that staff has met with the cities and the community several times regarding this park. He stated that citizens are concerned about the tree removal and are interested in replacement trees for the park. He stated that this site is the District's southern-most active site and it is important to FIND's DMMA plan.

Treasurer Cuozzo asked if staff is certain that the dredged material is beach quality. Mr. Crosley answered no, and stated that FIND has told the community that while it is hoped the material is of beach quality, FIND will be using this site, at minim, for staging and that there may be a need to place material on this site.

Treasurer Cuozzo asked if the design of this site will be able to hold the quantity of material from this Reach. Mr. Crosley answered yes and stated that the quantity will be minimal.

Commissioner Isiminger suggested that staff and Attorney Breton review the District issuing long-term leases of District property. Mr. Crosley noted that many years ago, these leases were executed for 25 years and currently, the leases are executed for no longer than ten years. He stated that each lease includes clauses reaffirming FIND's ability to use the site for DMMA.

Chair Chappell stated that the cities have been doing a good job of working with the community to answer their questions and concerns. He stated that FIND has made it very clear that any design of the park must conform to FIND's needs and ability to use this site for a DMMA. He stated that FIND has conveyed to the community that FIND wants to be a good neighbor but, that major infrastructure improvements are the responsibility of the city, not FND.

Mr. Mark Beadreau, with the City of Pompano Beach, stated that the city recognizes FIND's efforts, and is very grateful and appreciative of the District's staff working with the city and addressing public concern regarding this property.

Mr. Jon Lavinski, with the Lighthouse Point, stated that the District staff continues to be great to work with. He stated that one of the big issues with this park is that once these park improvements are completed, there is a concern that this park will become over-utilized by the public. He stated that there is not a lot of parking at this facility and the fear is that the over use will place a burden on the neighbors.

Ms. Zimmerman stated that there was a great concern that the 3.5 acre grassy area would become over used and be a high maintenance area. She stated that the current discussion is to fence the area off and plant it with high grasses and wildflowers.

Commissioner Sansom stated that FIND should work to keep this a pocket park with limited utilization. He stated that this park should not be designed in any way to allow alternative uses that would interfere with the District's use of the property.

Mr. Crosley noted that a clearing and grubbing contract and a landscape plan will be brought back to the Board for approval in December or January.

ITEM 13. Finance and Budget Committee Report.

Committee Chair Cuozzo stated that the District's Finance and Budget Committee met before today's Board meeting and the committee reviewed and recommended approval of the August 2014 financial statements, the delegation of authority, and the expenditure and project status report.

Committee Chair Cuozzo made a motion to approve the recommendations of the District's Finance and Budget Committee. The motion was seconded by Commissioner Dritenbas. Chair Chappell asked for discussion. Hearing none, a vote was taken and the motion passed.

Committee Chair Cuozzo stated that staff has requested retaining the current auditing firm. He stated that this is a good firm and the committee recommends retaining them for another year.

Committee Chair Cuozzo made a motion to accept the engagement letter from the District's current auditor for the District's FY 2013-2014 financial audit. The motion was

seconded by Commissioner Sansom. Chair Chappell asked for discussion. Hearing none, a vote was taken and the motion passed.

Committee Chair Cuozzo stated that the committee also reviewed and recommends approval of Resolution No. 2014-04 for Budget Amendment No. 2 to the FY 2013-2014 Budget.

Mr. Crosley stated that this is the final budget amendment to this budget and is being made to reflect the actual costs of property appraiser's collections and to reflect changes in dredging funding primarily associated with a U.S. Army Corps of Engineers partnership project. He stated that the District staff reviews the budget monthly and noted that there are only three items on this budget amendment.

Committee Chair Cuozzo made a motion to approve the recommendations of the Finance and Budget Committee, Resolution No. 2014-04 for Budget Amendment No. 2 to the FY 2013-2014 Budget. The motion was seconded by Commissioner Dritenbas. Chair Chappell asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 14. Washington Report.

Mr. Crosley stated that Congress will be in recess until November 12th. He stated that Congress approved a short-term continuing resolution to fund the federal government at FY 2014 levels through December 11, 2014.

Mr. Crosley stated that Congressional appropriators in both the House and Senate have indicated their intention to use the next two months to begin drafting an omnibus spending bill, similar to the \$1.1 trillion package negotiated earlier this year, to fund the government through the remaining nine months of FY 2015.

Mr. Crosley stated that the House Energy and Water Appropriations Bill passed the House on July 10th. He stated that the bill includes \$600,000.00 for the Intracoastal Waterway, \$20 million for Navigation Maintenance, \$40 million for Inland Waterways, and \$35 million for Small, Remote Harbors or Channels.

ITEM 14A. Extension of the Agreement with Alcalde and Fay for Washington DC Government Relations Services.

Mr. Crosley stated that the District's current agreement with Alcalde and Fay for federal government relations services is set to expire at the end of October 2014. He stated that the original contract with this firm dates back to 2002 and the last two-year extension of the agreement was unanimously approved by the Board at our October 19, 2012 meeting.

Mr. Crosley stated that since 2002, the District has spent approximately \$1 million for Alcalde and Fay Services and have received \$35 million in federal government revenue. He stated that it is important for FIND to have representation in Washington so that the District can continue working to receive federal funding.

Mr. Crosley stated that Alcalde and Fay have requested a two-year agreement extension, with no additional charges or changes in fee structure. He stated that it is staff's opinion that the firm has been particularly responsive and attentive to the District's legislative needs and issues, both at and beyond the federal level. He stated that the firm continues to deliver excellent service for the District and staff recommends a two or three year agreement extension.

Commissioner Isiminger stated that it is his perception that Alcalde and Fay does a decent job with obtaining funding and that is what they know how to do. He stated that he does not feel that they are experts at the permitting issues and he would like them to find the expertise and develop a strategy to attack the District's permit issues.

Mr. Crosley stated that FIND has been having permitting problems with the National Marine Fisheries Service (NMFS) and he has been working with Mr. Davenport on these issues. He stated that Mr. Davenport has been very responsive and is gearing up to address this particular issue. He stated the Mr. Davenport is also responding to Congresswoman Frankel's office inquiry regarding the Palm Beach County Deepening project permits. He stated that Mr. Davenport is very responsive to what the District asks him to focus on. He stated that he will speak to Mr. Davenport about focusing on the permitting process.

Chair Chappell stated that he would appreciate Mr. Davenport developing talking points regarding the NMFS permitting delays and issues, and the effect that has on District projects. He stated that we could discuss this in depth when we visit Washington in February.

Mr. Crosley noted that last year, Mr. Davenport made arrangements for the NMFS to meet with the District and the NMFS cancelled that meeting without explanation.

Commissioner Bowman stated that using the same firm for 12 years is good, because we know them and they know us. He stated that the downside is that FIND may not know who else is out there. He asked if any other firms have approached the District for business. Mr. Crosley stated that he has not been approached by any other firm and noted that Alcalde and Fay specializes in government relations. He stated that staff has checked fee schedules of other government relation firms and he noted that Alcalde and Fay's fees are moderate in comparison.

Commissioner Sansom stated that he is very familiar with Alcalde and Fay. He noted that Alcalde and Fay specializes in Florida relations and are very good. He has no

problem renewing their contract but, he does feel that the District should renew and discuss our current expectations and what other measurables we need them to complete.

Treasurer Cuzzo stated that he agrees with renewing this contract but he does want Alcalde and Fay to work on District permitting issues.

Commissioner Isiminger made a motion to approve a one-year agreement extension with Alcalde and Fay. The motion was seconded by Treasurer Cuzzo. Chair Chappell asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 15A. Dredge Material Management Area (DMMA) DU-8 Pipeline Sleeve Construction Installation Monitoring, Duval County, Florida.

Mr. Crosley stated that there are ongoing foundation issues with the development known as “Mira Vista” adjacent to the District’s DMMA DU-8 site in Jacksonville, Florida. He stated that the building foundation issues are well documented and are unrelated to any District activities to date. He stated however, that it is recommended that the District perform due diligence and monitoring of the construction activities during the installation of the DU-8 pipeline sleeve. He stated that this will limit our liability and any future “claims” for impacts to the adjacent development during and following our activities.

Mr. Crosley stated that Taylor Engineering has provided two options to conduct this work: Option 1 would cover minimal monitoring for 40 days at a cost of \$9,920.00 utilizing only the sub-contractor; Option 2 would include oversight and project management by Taylor Engineering, site monitoring for 60 days at a cost of \$31,158.50, as well as assessment of the building’s current conditions.

Mr. Crosley stated that Vice-Chair Blow was not able to attend today’s meeting. He noted that Vice-Chair Blow is a contractor and is in favor of Option 2.

Commissioner Isiminger made a motion to approve Option #2 scope of work and fee quote in the amount of \$31,158.50 from Taylor Engineering for professional monitoring during the DMMA DU-8 pipeline sleeve installation, Duval County, Florida. The motion was seconded by Commissioner Sansom. Chair Chappell asked for discussion.

Commissioner Bowman asked if the District has considered proposing a hold harmless clause.

Attorney Breton stated that this is a Condominium Complex and he does not believe that the Condominium Association can execute a Hold Harmless that would be binding on the individual condominium unit owners. He stated that the District would have to deal with two buildings of unit owners.

Commissioner Isiminger stated that he has dealt with vibration issues and the fact that these owners have put the District on notice, tells him that the District must perform all reasonable measures.

Attorney Breton stated that the District's contract with Brance Diversified requires them to carry insurance that would apply to vibration issues, but also to indemnify the District for any liability, damages, loss, or cause including negligence. He noted that this condominium project was constructed on muck, making it more susceptible to structural issues.

Commissioner Dritenbas noted that digging and backfilling does not cause vibration issues. He stated that if these buildings were built on muck, they already have sediment issues. Mr. Crosley stated that there are so many on-going problems with these buildings, the last thing the District needs is to be dragged into these problems. He stated that because the District will perform due diligence and monitoring of the construction

activities during the installation of the DU-8 pipeline sleeve, it will limit the District's liability and any future "claims" for impacts to the adjacent development during and following FIND activities.

Chair Chappell asked for any further discussion. Hearing none, a vote was taken and the motion passed.

ITEM 15B. Personnel Committee Meeting.

Mr. Crosley stated that this item has been added to the full agenda because the District did not have a quorum present to hold the Personnel Committee Meeting.

ITEM 5. Executive Director's Performance Evaluation.

Mr. Crosley stated that a draft of the Executive Director's yearly performance evaluation is presented for the Committee's review and discussion. He noted that staff would like input and direction on the content and distribution of this evaluation. He asked the Board to review the form and determine if there should be any changes to the evaluation form or the process.

Chair Chappell asked Mr. Crosley if this is the same form used for the District staff directly under Mr. Crosley. Mr. Crosley stated that format is modified depending on staff's job description, but it is basically similar. He stated that he prepares staff's review and evaluation and then discusses the evaluation with staff.

Chair Chappell asked, if as a Board we are evaluating Mr. Crosley, and Mr. Crosley evaluates the District staff. Mr. Crosley answered yes. Chair Chappell asked if the format for staff asks for goals and expectations for each year. Mr. Crosley stated that he is working towards a Work Plan for each individual staff member and he could add that Work Plan to

staff evaluations. He stated that he plans to work with each employee on their Work Plan and what their expectations and priorities are for the upcoming year.

Chair Chappell stated that the current format tells the employee that they have done something, but you are not telling them what they need to do to improve. He stated that if you give an employee an expectation and they need to meet it, and if they don't it is very cut and dry. Mr. Crosley asked if Chair Chappell does that with his staff. Chair Chappell answered yes and stated that their salaries are tied to their goals and expectations. Mr. Crosley asked for that information.

Chair Chappell stated that he believes that the Board should provide goals and expectations for Mr. Crosley's review.

Chair Chappell asked that Mr. Crosley discuss staff issues with the Board.

Mr. Crosley stated that he tries to not burden the Board with the day to day staff issues. He stated that he brings projects and work to the Board for discussion and approval.

Commissioner Kavanagh stated that it is not the Board's job to micro manage Mr. Crosley's job, especially with regards to District staff issues.

Mr. Crosley stated that he will develop a Work Plan, update the Executive Director's evaluation form, and send it to commissioners.

ITEM 6. Personnel Salary Adjustments for FY 2014-2015.

Mr. Crosley stated that staff would like to discuss potential staff salary increases or bonuses for FY 2014-2015 for the District staff. He referred to a salary survey that was performed by Cody and Associates last year.

Commissioner Bowman stated that he works with wages as part of his job. He stated that he knows that Palm Beach County has the highest wages of all the 67 counties

in Florida. He feels that when Mr. Crosley was brought on as Executive Director, his salary was that of a novice, when in fact he had 15 years of experience as an Assistant Executive Director.

Commissioner Isiminger asked if the entire staff is equally worthy of the same salary percentage increase. Mr. Crosley stated s no. He stated that he has had a full year to manage the District staff and he is not looking for across the board increases. He would like to know if the Board will consider salary adjustments and if so, what that range would be, or consider a bonus, or a combination of those items.

Commissioner Isiminger stated that he would like Mr. Crosley to come back to the Board with a specific recommendation for each employee. He stated that he is unhappy with the District's IT Department and GIS availability. He stated that the District needs better electronic management of the Board meeting materials and that he really feels the District needs to focus on those areas.

Commissioner Dritenbas stated that he agrees with Commissioner Bowman and noted that the Consumer Price Index (CPI) should be taken into consideration and will be around 1.5 percent to 1.7 percent this year.

Treasurer Cuozzo stated that Mr. Crosley has more than accomplished the Board's expectations. He stated that he knows what Mr. Crosley, Ms. Zimmerman, and Mr. Scambler do, bathe is not that familiar with the remaining staff's work.

Treasurer Cuozzo stated that the District's IT Department is way behind current technology. He stated that he asked the District's IT department for a map showing the shoreline distance in relationship to the IWW centerline of a specific area and the map was so poor that he requested a map from Martin County and it was a better map.

Commissioner Sansom stated that he is not comfortable with staff evaluations coming back to the Board for approval.

Commissioner Kavanagh stated that she knows what Mr. Crosley and Ms. Zimmerman do, but she does not know about the work of the other District staff.

Commissioner Sansom made a motion to approve staff salary increases of up to 5 percent. The motion was seconded by Treasurer Cuzzo. Chair Chappell asked for discussion.

Mr. Crosley stated that he appreciates approval of staff increases and asked if the Board would consider salary adjustments for some staff members.

Commissioner Dritenbas asked if in addition to the salary increases, is there an opportunity for bonuses and who approves the bonuses. Mr. Crosley stated that the Executive Director makes the decision for staff, and the Board approves recommendations for the Executive Director. He noted that in the past the Board has approved either salary adjustments, raises, or bonuses.

Commissioner Sansom stated that only seven Board members are here today and he does not feel that we should make this decision today. He feels that Mr. Crosley should make a recommendation and bring it back to the Board.

Chair Chappell asked for any further discussion. Hearing none, a vote was taken and the motion passed. Commissioners Sansom, Bowman, Isiminger and Chair Chappell voted for the motion. Commissioners Kavanagh, Dritenbas and Treasurer Cuzzo voted against the motion.

Chair Chappell requested Mr. Crosley bring back proposed salary adjustments at the December meeting. Mr. Crosley asked if we are looking at either a salary adjustment

or a raise. Commissioner Sansom stated that if the salary adjustment is greater than the 5 percent, then the salary adjustment takes precedent.

ITEM 15C. WAP Rule Changes.

Mr. Crosley stated that after the District's Assistance Program Rule Evaluation in July, staff did not feel that a rule change was warranted. He stated that commissioners have expressed concern about funding inlet channel maintenance in Rule 66B-2.004 1(c) Policy. He stated that several years ago the Board changed the District's policy to include inlet channel maintenance. He stated that previously the Board felt that inlet channel maintenance was the responsibility of local government. He noted that most east coast inlets are all managed by another agency except for Martin County (St. Lucie Inlet) and a few other small inlets.

Treasurer Cuzzo stated that he would like removal of inlet channel maintenance from the Assistance Program Rule and return the Rule to its original wording. He stated that Martin County feels that they would like all of their assistance allocation to go to inlet channel maintenance and that was not the intent when the Rule was changed. Mr. Crosley stated noted that the Commissioners have the ability to not support the project. Treasurer Cuzzo stated that the Parks Department had three great projects and the county has told them do not bother to apply for FIND funding because the County wants all the FIND assistance funding for inlet channel dredging. He stated that he favors making inlet channel management maintenance not eligible for District funding. He stated that he feels that Martin County should come up with an Inlet Management Plan.

Mr. Crosley noted that the original Rule allowed inlet improvements to be eligible for assistance funding. Treasurer Cuzzo agreed and acknowledged that he was the

commissioner who requested the Rule change to allow inlet channel maintenance in the rule and he is asking that it now be removed from the Rule.

Treasurer Cuozzo made a motion to remove funding eligibility of Inlet Channel Maintenance from District Rule 66B-2.004 1 (c). The motion was seconded by Commissioner Sansom. Chair Chappell asked for discussion. Hearing none, a vote was taken and the motion passed. Commissioner Isiminger voted against the motion.

Mr. Crosley stated that Ms. Zimmerman will initiate and complete the process for this rule change and in January the new assistance application will not allow inlet channel maintenance to be eligible for District funding.

ITEM 15. Additional Staff Comments and Additional Agenda Items.

Chair Chappell asked if there were any additional staff comments or agenda items.

Mr. Crosley stated that there will not be a November Board Meeting.

Mr. Crosley suggested that All Aboard Florida (AAF) make a presentation at the District's December meeting. Mr. Sansom suggested that staff advise AAF that the Board is interested in how they plan to handle the three Railroad Bridges; New River, Loxahatchee, and St. Lucie, and the project's effect on navigation issues on the District waterways.

Mr. Crosley stated that he met with the Marine Industries of Palm Beach and AFF, where AFF displayed a computer animation/model showing the effect to boat traffic when the train bridges are closed. He stated that it is an interesting and valuable tool.

Ms. Cohn, MIAF asked if FIND will be commenting on the Environmental Impact Statement (EIS.) Mr. Crosley stated that this item was discussed at the last Board meeting and Board determined that the District, as an agency, would not comment on the EIS or the

AAF project. Commissioner Sansom stated that the District has an interest in the project, but it does not have a position.

ITEM 16. Additional Commissioners Comments.

Chair Chappell asked if there were any additional Commissioner comments.

Commissioner Dritenbas stated that he enjoyed the Community Outreach Event at the Dania Beach Marina, which is a District assistance project.

Chair Chappell thanked Ms. Cohn and the MIAF for the Waterway Cleanup appreciation plaque and shirts.

Chair Chappell asked that the Legislative Committee meet at the December meeting to discuss the District's goals for Alcalde and Fay and also discuss the District's Legislative initiative in Tallahassee.

Commissioner Dritenbas stated that the public comment time for the USACE permit for the Oslo Boat Ramp project terminates October 21st. He stated that four of the Indian River County Commissioners were originally in favor of the project and two of those are now not in favor of the project. He stated that the project is coming up for final vote on Tuesday, October 21st. He stated that the project has been changed to protect the environment but still provide access to the waterway.

ITEM 17. Adjournment.

Chair Chappell stated that hearing no further business the meeting was adjourned at 1:22 p.m.



**US Army Corps
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Jacksonville District

IWW STATUS UPDATE
FIND Board of Commissioners Meeting
December 13, 2014



WORK ACTIVITIES IN FY 15:

1. IWW: Indian River Reach 1 (Indian River County)
2. DMMA O-7 (Martin County)
3. MISC.



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IWW STATUS UPDATE FIND Board of Commissioners Meeting December 13, 2014



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 Indian River Reach 1 (Indian River County)

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Development of plans and specifications for the IWW Indian River Reach 1 and procurement of the O&M dredging contract. Material from this reach is non beach quality and will be placed upland in the newly constructed DMMA IR-2. Preliminary estimates for shoaling quantities include 300,000 cy of material within Reach 1.

SCHEDULE:

Submit Exemption Letters to FDEP:	26 Nov 2013A
Contract Advertisement Initiated:	31 July 2014A
Bid Opening:	3 Sept 2014A
Contract Award:	17 Sept 2014A
NTP Issued:	6 Nov 2014A
Preconstruction Conference:	21 Nov 2014A
Mobilization Complete:	1 Jan 2015
Dredging Complete:	3 May 2015

FIND WORK ORDER: Work order for developing plans and specifications for Indian River Reach 1 was approved at the May 2013 FIND Board Meeting. Wire transfer of funds was completed 25 June 2013.

An additional work order was approved at the May FIND Board meeting in the amount of \$2,500,000 to fund the dredging contract. In addition to the \$2,500,000 in FIND contributed funds for the O&M dredging contract, \$1,000,000 in Federal funds will also be utilized for the contract. A second work order for O&M dredging was presented at the July Board meeting which requested an additional \$1,800,000 in Contributed Funds from FIND.

NAME OF CONTRACTOR: Cavache, Inc., 280 NW 12th Avenue, Pompano Beach, FL 33069 in the amount of \$6,058,675.00. Funding for the contract was 70% FIND contributed funds and 30% federal o&m dredging funds.

STATUS: Cavache has begun mobilization activities and anticipates dredging beginning on 2 Jan 2015. Originally, dredging was to begin the end of December. During the pre-construction meeting on 21 Nov 2014 there were discussions regarding the possibility of pushing the dredging start date out until after New Year's. PM coordinated with the field staff and contracting staff and all are in agreement that a no cost modification would be issued to Cavache for them to start 2 January 2015. All involved recognize that dredging operations will be taking place in a quiet area during nice weather (i.e. residences will have windows open) in an area that has not been dredged in many years. By pushing the start of dredging until after the holidays we hope to reduce any inconveniences to the public.

The Corps will be taking a very proactive role in the management of public relations for this project. Prior to starting of dredging, a press release will be developed and disseminated to local media. FIND staff will be involved with the development of this press release.



**US Army Corps
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**IWW STATUS UPDATE
FIND Board of Commissioners Meeting
December 13, 2014**



2. WORK ACTIVITY: DMMA O-7

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Finalization of plans and specifications and associated environmental coordination for construction of DMMA O-7.

SCHEDULE O-7 (Tentative):

Complete Draft P&S:	5 March 2015
Final P&S Ready to Advertise:	29 May 2015
Contract Advertisement Initiated:	4 June 2015
Bid Opening:	2 July 2015
Contract Award:	31 July 2015
NTP Issued:	28 Aug 2015
Mobilization Complete:	25 Sept 2015
Construction Complete:	21 April 2016

FIND WORK ORDER: N/A; funding for completion of P&S will be funded with 100% federal funding. A work order will be presented to the FIND Board at a later date to fund construction of DMMA O-7.

NAME OF CONTRACTOR: TBD

STATUS: Through coordination with FIND Staff it has been requested that the Corps undertake completion of plans and specifications for DMMA O-7. A coordination meeting was held with Taylor Engineering on 12 June 2014 to review the status of the plans and specifications for O-7 and to also discuss further environmental coordination that is needed. In addition, the Corps will undertake development of plans and specifications for DMMA O-23 as well. Anticipate beginning these two efforts in FY15 and funding with Federal funding on hand.

P&S for DMMA O-7 are being kicked off with the team on 4 Dec 2014. The current schedule shows advertising the contract on 4 June 2015.

Note: P&S for DMMA O-23 will kick off once efforts for O-7 are underway.



**US Army Corps
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Jacksonville District

**IWW STATUS UPDATE
FIND Board of Commissioners Meeting
December 13, 2014**



3. MISC.

a. Development of Plans and Specifications for Broward Reach 1: Corps would like to move forward with initiation of plans and specifications for this reach, with 100% Federal funding. 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'. 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.

The nearest approved nearshore or offshore disposal is located at Port Everglades (offshore). In order to utilize this offshore disposal option we would need to obtain an FDEP permit and perform the required NEPA documentation. From an FDEP standpoint, it may be applicable to add the IWW reach to the description of the existing Port Everglades permit, after verification of the composition of the material. The Corps will move out on this action asap.

b. Utilization of nearshore disposal options: In an effort to be proactive and identify areas of disposal for emergency or small quantity situations, the Corps has put together a list of existing nearshore disposal options along the east coast that could potentially be used to placed IWW dredge material.

Preliminary investigations show nearshore and offshore disposal options available; however, adequate NEPA and FDEP permits may or may not be available for specific actions related to IWW dredging. Please reference map provided at the FIND Board meeting for discussion.



VOLUSIA COUNTY PROJECT STATUS UPDATE

December 2014

Atlantic Intracoastal Waterway Dredged Material Management Plan

Phase I of the Dredged Material Management Plan (DMMP) for the Intracoastal Waterway (IWW) in Volusia County was completed in 1993. Phase II of the DMMP was completed in 1994 and all major land acquisition was completed in 1997. (Please see the attached maps).

The 50-year dredging projection is 4.2 million yds³. The storage projection is 9 million cu/yds.

To date, three of the seven Dredged Material Management Areas (DMMA) in the county have been fully constructed with MSA 434/434C being completed in November of 2006. This effort also included the offloading of 780,000 yds³ of beach quality material from MSA 434/434C which was placed on the beaches of New Smyrna to repair storm damage impacts.

All DMMA's with the exception of V-6 have been fenced. The future development area of DMMA V-22A has been cleared and grubbed. The presence of a bald eagle's nest on DMMA V-21 has precluded any development of that site beyond the security fence.

Waterway Dredging

In fall of 2012, the USACE hopper dredge "Currituck" conducted operations in the IWW in the vicinity of Ponce Inlet for a period of approximately four (4) days in between assignments on the U.S. east coast. Approximately 3,000 yds³ of material was dredged for the temporary relief of shoaling in this vicinity. A full-scale dredging event was initiated in late summer of 2013 and completed in November 2013. Approximately 245,000 yds³ were removed from Cuts V-22 through V-28 and placed in nearby MSA 434/434C under the District's upland permit exemption. (Please see attached location & project maps)

Waterways Economic Study

The Volusia County Waterways Economic Study Update was completed in 2011 and it found that there were approximately 284 waterway related businesses in the county employing 1,466 people, with salaries of approximately \$53.4 million and an economic output of \$235.4 million. This economic impact generated \$11.2 million in tax revenue. Property values were determined to be increased by \$339 to \$429 million by the presence of the IWW channel. The study reports that these values would decrease by approximately 20% overall if dredging of the waterways ceased. (Please see attached map).

FIND



VOLUSIA COUNTY PROJECT STATUS UPDATE

December 2014

Waterways Assistance Program

Since 1986, the District has provided \$10 million in Waterways Assistance Program funding to complete 98 projects in the county having a total constructed value of approximately \$26.2 million. The county and nine waterfront municipalities have participated in the program. (Please see attached listing and location map.)

Cooperative Assistance Program

The District's Cooperative Assistance Program has provided funding assistance for the following projects with elements in Volusia County: Florida Clean Marina Program; Florida Clean Vessel Act Program; Deleon Springs State Park Dock Design; Florida Marine Patrol Officer Funding; and the St. Johns River Boating Safety Search and Rescue Program. The District's funding assistance for the Volusia County portion of these projects was approximately \$465,000.00.

Public Information Program

The District currently prints and distributes the following brochures with specific information about Volusia County Waterways: Volusia County Manatee and Boating Safety Speed Zones; the Economic Impact of Volusia County Waterways; ICW Channel Conditions; and the ICW Moveable Bridge Guide.

Waterway Clean Up Program

The District has partnered with Volusia County for the past several years to provide funding assistance for the removal of trash and debris from Volusia County's waterways. The District provides up to \$10,000.00 per year for this program.

Small-Scale Derelict Vessel Removal Program

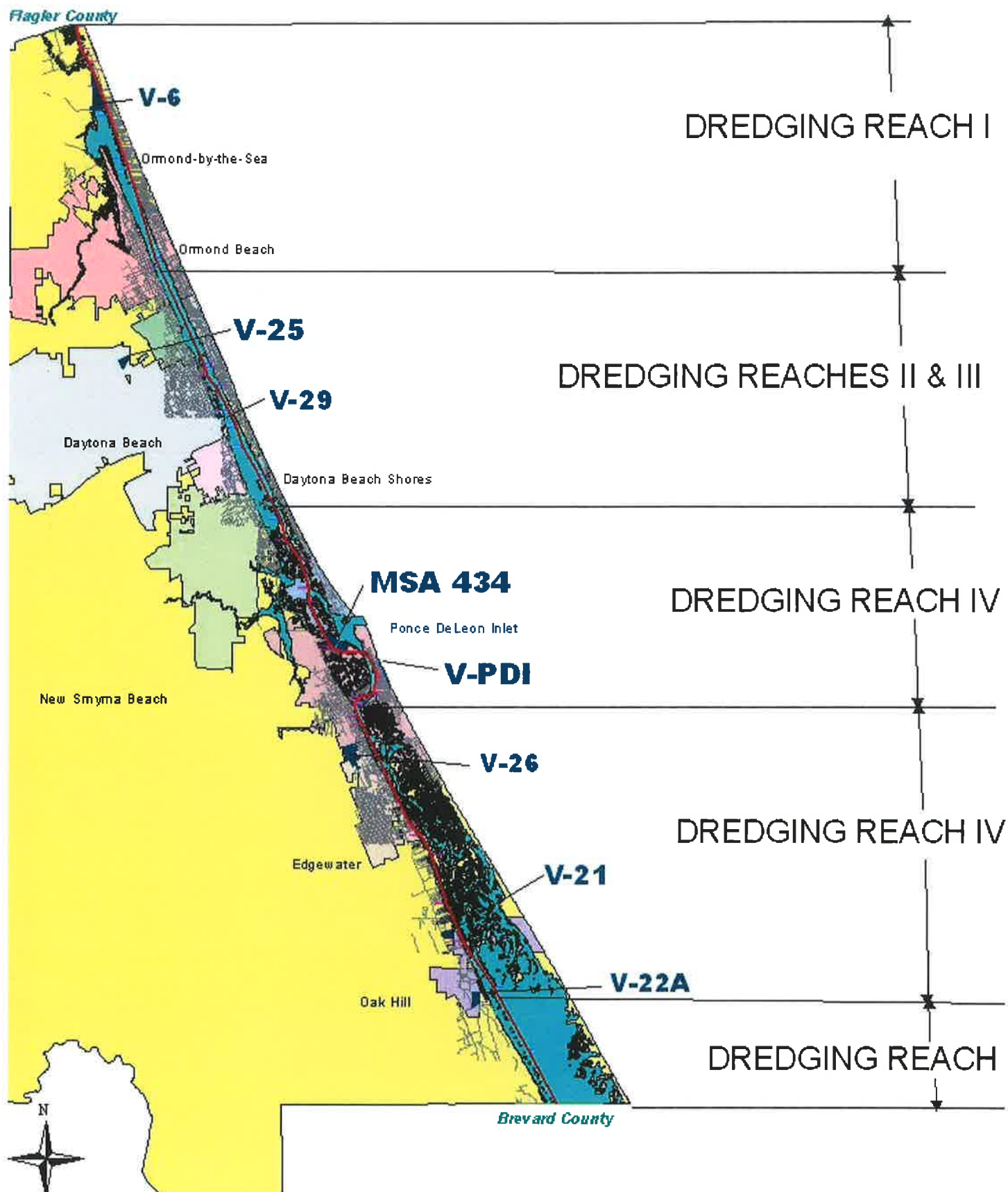
To date, no vessels have been removed in Volusia County through this program.

Small-Scale Spoil Island Enhancement and Restoration Program

The District has assisted Volusia County in the development of a Spoil Island Management Plan.

FIND

INTRACOASTAL WATERWAY
DREDGING REACHES AND
DREDGED MATERIAL MANAGEMENT AREAS
IN VOLUSIA COUNTY

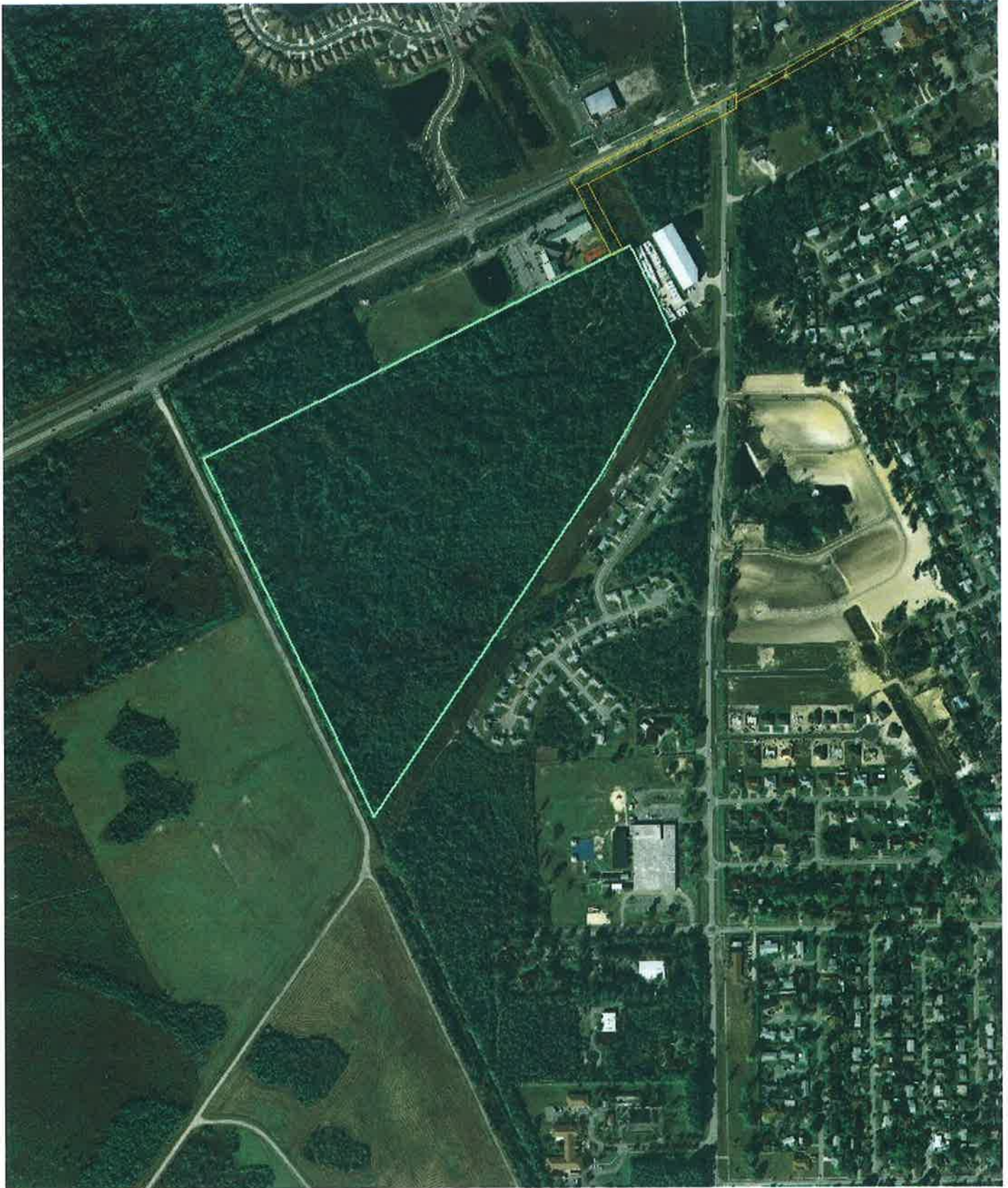




FIND Easement
FIND Owled
Canal
ICW Right-of-Way

DMMA V-6





FIND Easement
FIND Owned
Channel
R/W Right-of-Way

DMMA V-25

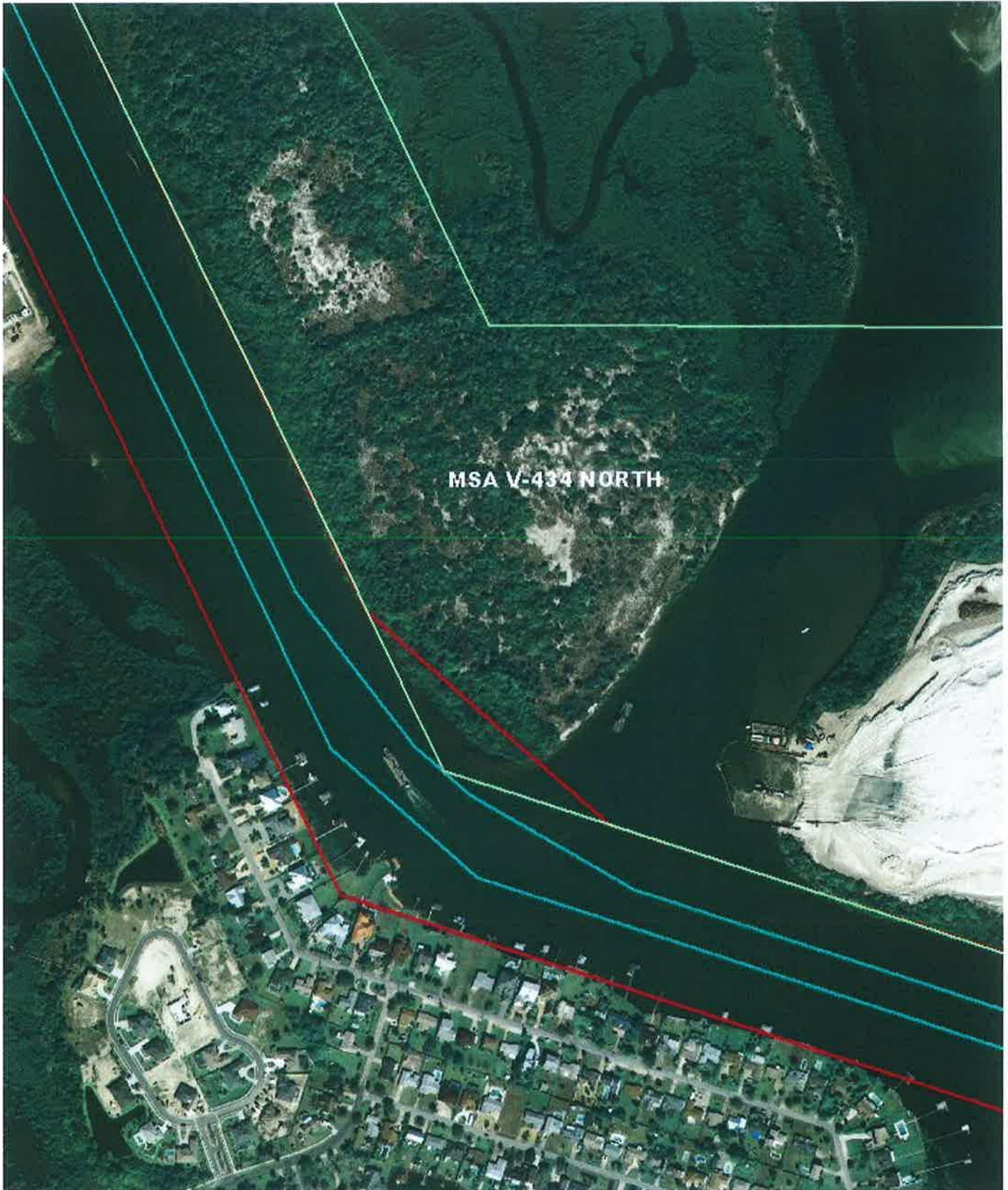




 FIND Easement
 FIND Owned
 Channel
 CW Right-of-Way

DMMA V-29





MSA V-434 NORTH





FIND Easement
FIND Owned
Channel
ICW Right-of-Way

MSA 434/434C





FIBB Element
FIBB Owned
Channel
ICW Right-of-Way

DMMA V-PDI

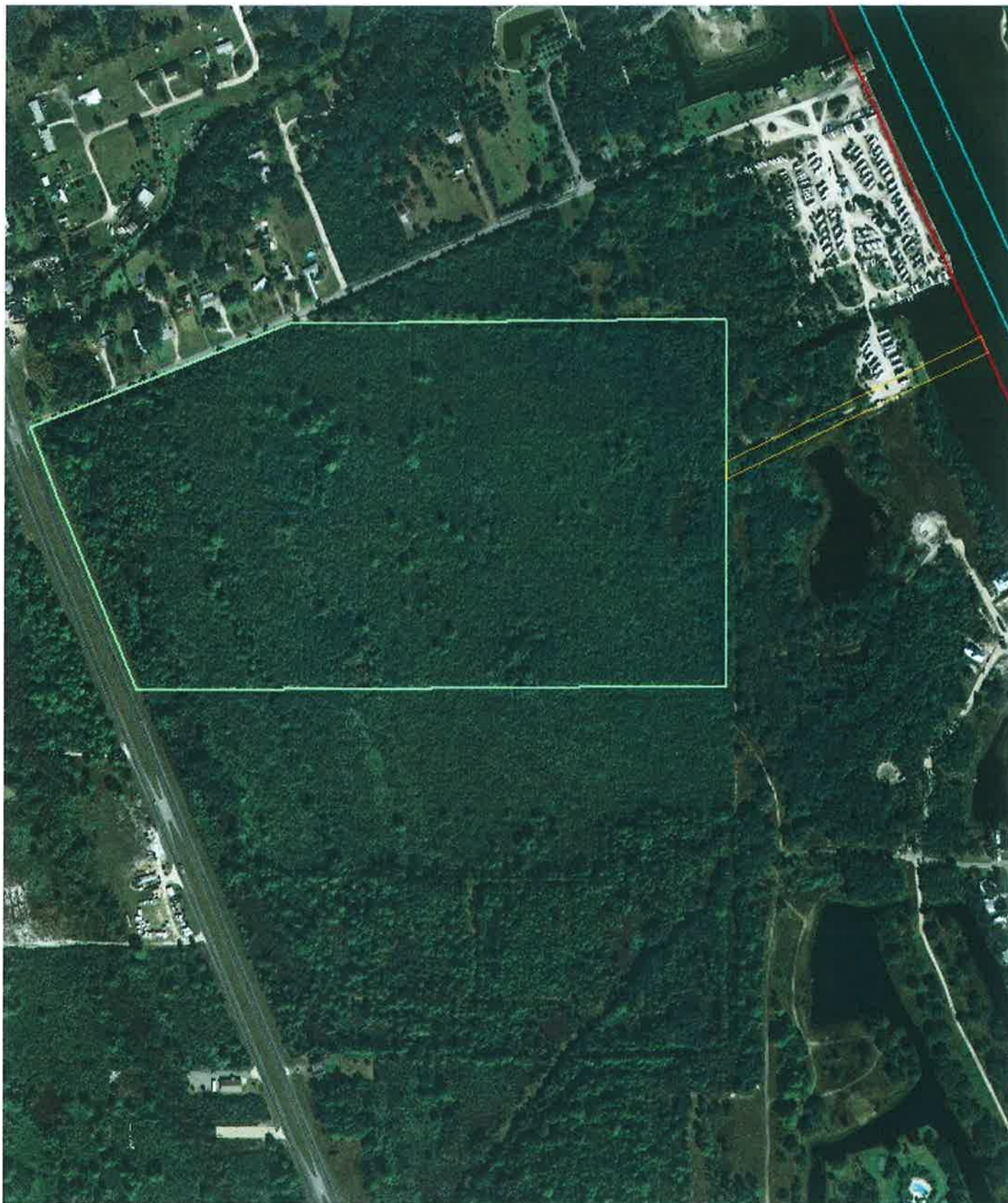








FIMD Easement
FIMD Owned
Channel
ICW Right-of-Way

DMMA V-26








-  FIND Easement
-  FIND Owned
-  Channel
-  ICW Right-of-Way

DMMA V-21





-  FIND Easement
-  FIND Owned
-  Channel
-  ICW Right-of-Way

DMMA V-22A



ECONOMIC BENEFITS OF THE DISTRICT'S WATERWAYS



Purpose

To update economic benefits in Volusia County of marine-related activities on the District Waterways, as previously estimated in *An Economic Analysis of the District's Waterways in Volusia County*, February 2003, 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

- \$235.4 million in business volume
- \$53.4 million in personal income
- 1,466 jobs
- \$11.2 million in tax revenue

Impacts of Cessation of Waterways Maintenance

- Decrease of \$49.97 million in business volume
- Decrease of \$9.2 million in personal income
- Decrease of 307 jobs
- Decrease of \$2.2 million in tax revenue

Impacts of an Increase in Waterways Maintenance

- Increase of \$7.1 million in business volume
- Increase of \$1.53 million in personal income
- Increase of 55 jobs
- Increase of \$0.3 million in tax revenue

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

- Decrease of \$115.4 million in business volume
- Decrease of \$26.2 million in personal income
- Decrease of 720 jobs
- Decrease of \$5.6 million in tax revenue

Economic Benefits as of April 2011

VOLUSIA COUNTY



ECONOMIC BENEFITS OF THE DISTRICT'S WATERWAYS

VOLUSIA 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 February 2003 in *An Economic Analysis of the District's Waterways in Volusia County*.

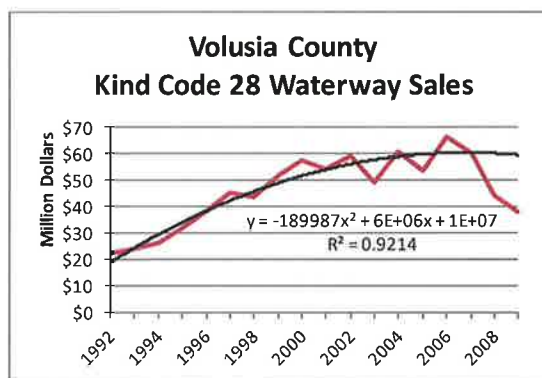
Updating of Previously Estimated Benefits

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 Volusia County decreased by 37 percent; if the recession had not occurred, it is estimated that gross sales from 2007 to 2009 would have decreased by only six percent.

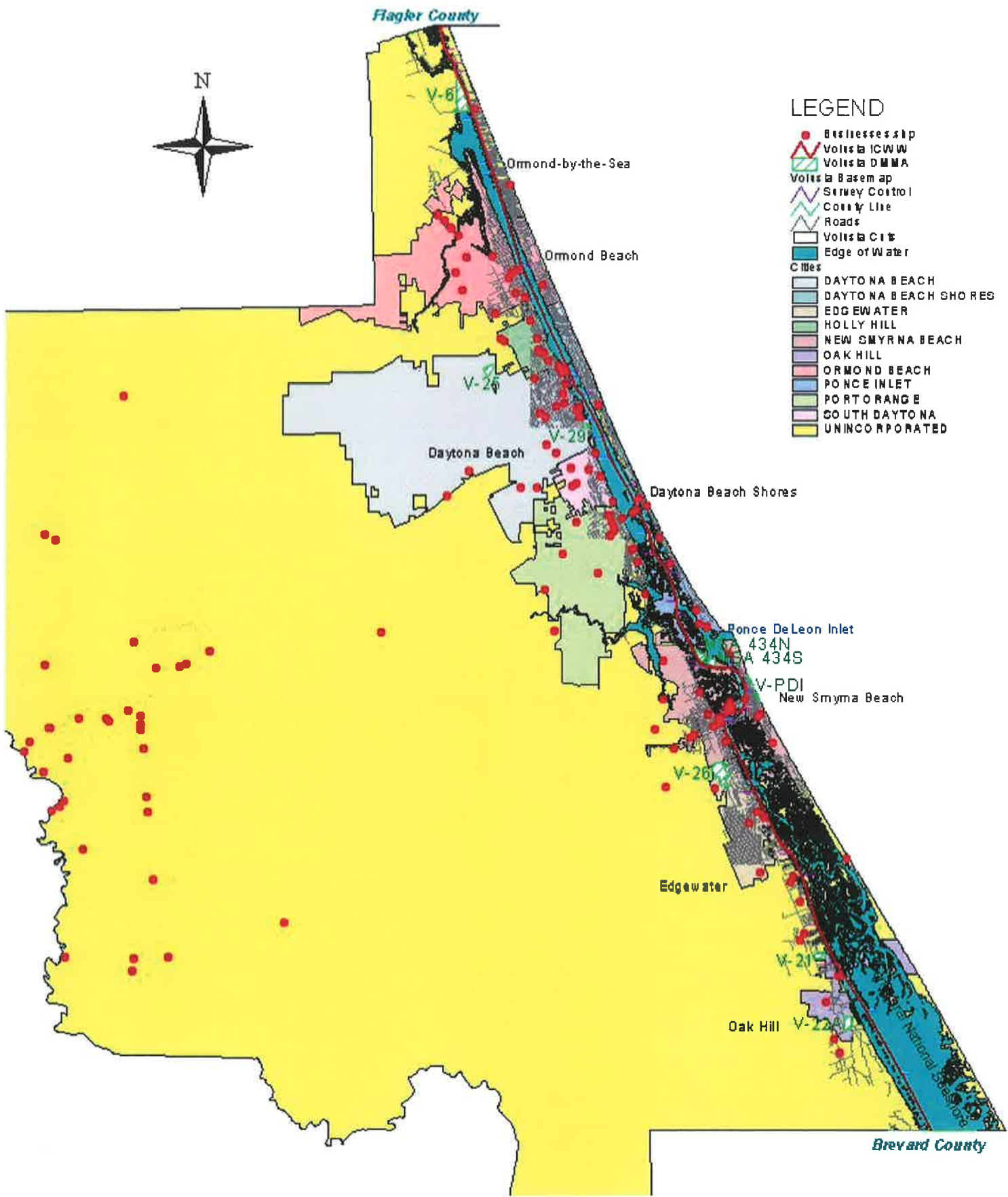


Annual Boater Spending on Gas, Food, and Drinks at Non-Marine-Related Establishments

- Current existing conditions: \$24.6 million
- Cessation of maintenance: \$21.7 million
- Increased maintenance: \$24.6 million
- Assuming no recession: \$37.4 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

Waterway Related Businesses
in Volusia County

FLORIDA INLAND NAVIGATION DISTRICT - WATERWAYS ASSISTANCE PROGRAM PROJECTS IN VOLUSIA COUNTY 1986-2013

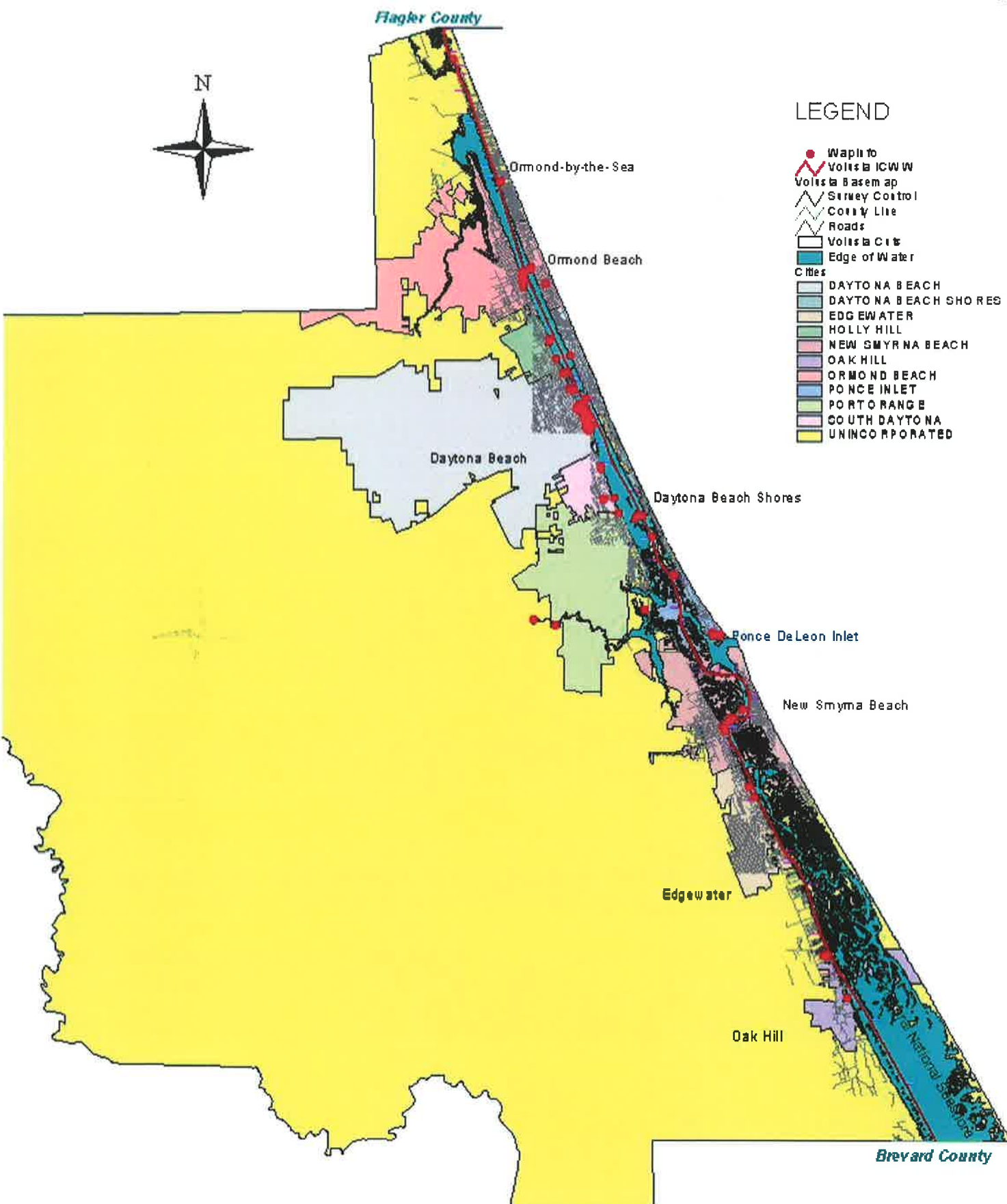
ProjectName	ProjectNumber	ProjectSponsor	GrantAmount	TotalCost
River Breeze Park	VO-02-55	Volusia County	\$44,000	\$88,000
Ed Stone Boat Ramp Park Restoration	VO-08-80	Volusia County	\$100,000	\$200,000
Ed Stone Boat Ramp Park Seawall - Phase I	VO-08-81	Volusia County	\$30,000	\$60,000
Ed Stone Boat Ramp Park - Seawall Construction- Ph I I	VO-10-90	Volusia County	\$100,000	\$200,000
Mariner's Cove Boat Ramp Expansion - Phase I	VO-11-93	Volusia County	\$15,000	\$30,000
Mariner's Cove Boat Ramp Expansion - Phase I I	VO-12-95	Volusia County	\$40,000	\$80,000
Highbridge Park Expansion Ph I	VO-13-99	Volusia County	\$15,000	\$30,000
Highbridge Park - Phase I I	VO-89-3	Volusia County	\$40,000	\$92,050
Spruce Creek Preserve	VO-90-7	Volusia County	\$37,500	\$75,000
Bicentennial Park Pier And Boardwalk	VO-91-10	County of Volusia	\$28,790	\$57,581
Spruce Creek Preserve - Phase I I I	VO-91-9	County of Volusia	\$37,500	\$75,000
River Breeze Park - Phase I	VO-93-17	Volusia County	\$73,850	\$147,700
River Breeze Park - Phase I I	VO-94-20	Volusia County	\$300,000	\$755,480
Lighthouse Boat Ramp Facility	VO-95-22	Ponce De Leon Port Authority	\$100,000	\$315,720
Volusia Waterway Env. Education - Phase I	VO-96-28	Volusia County	\$87,500	\$120,000
Waterway Env. Education Center - Phase I I	VO-97-32	Volusia County	\$313,461	\$368,000
Waterways Environmental Education - Phase I I I	VO-98-35	Volusia County	\$363,000	\$532,000
Volusia Waterways Environmental Education - Phase I V	VO-99-41	Volusia County	\$161,592	\$720,000
Environmental Learning Center- Manatee Island	VO-DB-00-44	City Of Daytona Beach	\$107,000	\$300,000
Police Marine Unit	VO-DB-00-45	City Of Daytona Beach	\$58,938	\$80,764
Seabreeze Bridge/ Ballough Park	VO-DB-00-46	City Of Daytona Beach	\$86,920	\$225,000
Sickler Drive - Public Waterfront Park	VO-DB-01-50	City Of Daytona Beach	\$95,000	\$190,000
Halifax Harbor Marina Dredging Project	VO-DB-02-54	City Of Daytona Beach	\$200,000	\$400,000
Halifax Harbor South Basin Dredging	VO-DB-04-64	City Of Daytona Beach	\$200,000	\$400,000
Sickler Road Shoreline Stabilization	VO-DB-05-69	City Of Daytona Beach	\$69,000	\$138,000
Halifax Harbor North Basin Dredging - Phase I I	VO-DB-06-73	City Of Daytona Beach	\$200,000	\$400,000
Halifax Harbor North & South Basin Retention Dredging	VO-DB-08-79	City Of Daytona Beach	\$28,810	\$68,750
Halifax Harbor In- River Retention Repair	VO-DB-09-83	City Of Daytona Beach	\$263,750	\$527,500
Halifax Harbor Marina South Entrance Channel Dredging	VO-DB-10-87	City Of Daytona Beach	\$150,000	\$300,000
Halifax River Trail & Pedestrian Underpass	VO-DB-14-101	City of Daytona Beach	\$52,864	\$542,340
Root Canal Bridge & Public Boat Ramp Ph I	VO-DB-14-102	City of Daytona Beach	\$225,000	\$450,000
Bethune Point Park Boat Launch Facility	VO-DB-91-11	City of Daytona Beach	\$75,000	\$243,000
City Island	VO-DB-93-16	City Of Daytona Beach	\$430,000	\$1,500,000
Halifax River Dredging, Nav. & Env. Improvements	VO-DB-94-18	City Of Daytona Beach	\$24,080	\$80,707

FLORIDA INLAND NAVIGATION DISTRICT - WATERWAYS ASSISTANCE PROGRAM PROJECTS IN VOLUSIA COUNTY 1986-2013

ProjectName	ProjectNumber	ProjectSponser	GrantAmount	TotalCost
Riverfront Park Public Waterfront Boardwalk	VO-DB-95-24	City Of Daytona Beach	\$145,000	\$355,648
Colin's Park Public Fishing & Viewing Piers	VO-DB-96-30	City Of Daytona Beach	\$87,000	\$174,000
Riverfront Park Public Waterfront Boardwalk	VO-DB-96-31	City Of Daytona Beach	\$55,000	\$411,548
Manatee Island Environmental Learning Center - Phase I	VO-DB-98-37	City Of Daytona Beach	\$50,000	\$81,000
Shoreline Stabilization & Boardwalk Repairs	VO-DB-98-38	City Of Daytona Beach	\$50,145	\$104,289
Halifax Harbor Marina Boat Ramp	VO-DB-99-42	City Of Daytona Beach	\$50,000	\$110,000
Kennedy Park Pier	VO-EW-03-57	City Of Edgewater	\$60,885	\$127,300
George Kennedy Park Seawall Restoration Ph I	VO-EW-14-100	City of Edgewater	\$20,000	\$40,000
Riverwalk	VO-EW-91-12	City of Edgewater	\$65,000	\$214,080
Sunrise Park Dredging	VO-HH-05-70	City Of Holly Hill	\$45,000	\$90,000
Sunrise Park South Dredging & Boat Ramp Ph I	VO-HH-14-103	City of Holly Hill	\$32,650	\$65,300
Sunrise Park	VO-HH-2	City of Holly Hill	\$100,000	\$430,000
Sunrise Park Improvements	VO-HH-90-8	City of Holly Hill	\$40,000	\$80,000
Ross Point Park - Phase I I I	VO-HH-94-21	City Of Holly Hill	\$47,500	\$175,000
Marine Discovery Center	VO-NSB-00-47	City Of New Smyrna Beach	\$118,560	\$160,000
City Marina Reconstruction Project - Phase I	VO-NSB-01-51	City Of New Smyrna Beach	\$65,000	\$130,000
Riverside Park Shoreline Stabilization	VO-NSB-01-52	City Of New Smyrna Beach	\$62,500	\$125,000
City Marina Reconstruction Project - Year 1	VO-NSB-03-58	City Of New Smyrna Beach	\$140,000	\$1,172,000
City Marina Reconstruction Project - Year 2	VO-NSB-04-65	City Of New Smyrna Beach	\$140,000	\$1,075,000
City Marina Reconstruction	VO-NSB-05-71	City Of New Smyrna Beach	\$140,000	\$1,472,767
North Causeway Boat Ramps Reconstruction	VO-NSB-07-76	City Of New Smyrna Beach	\$200,000	\$400,000
Riverside Park Seawall - Phase I	VO-NSB-09-84	City Of New Smyrna Beach	\$85,880	\$171,760
Canal Calorie Dredging - Phase I	VO-NSB-10-88	City Of New Smyrna Beach	\$15,000	\$30,000
Riverside Park Bulkhead Repair - Phase I I	VO-NSB-11-91	City Of New Smyrna Beach	\$325,000	\$650,000
Swoop Public Boat Ramp, Kayak & Parking - Phase I	VO-NSB-11-92	City Of New Smyrna Beach	\$82,800	\$165,600
Swoope Site Boat Ramp, Parking, Dredge - Phase I I	VO-NSB-12-94	City Of New Smyrna Beach	\$494,000	\$988,000
North Causeway Boat Launch Facility Improvements	VO-NSB-13-96	City of New Smyrna Beach	\$407,400	\$815,000
Swoop Site boat ramp parking & restroom Ph IIB	VO-NSB-13-97	City of New Smyrna Beach	\$171,003	\$342,005
New Smyrna Beach Waterfront Promenade Ph I	VO-NSB-14-104	City of New Smyrna Beach	\$60,000	\$120,000
Buena Vista Park	VO-NSB-99-40	City Of New Smyrna Beach	\$140,000	\$725,000
Granada Bridge Pedestrian Underpass	VO-OB-00-48	City Of Ormond Beach	\$73,584	\$147,169
South Beach Street Riverwalk - Stage I	VO-OB-01-53	City Of Ormond Beach	\$76,917	\$153,835
Granada Riverfront Park Improvements	VO-OB-89-4	City of Ormond Beach	\$20,000	\$230,000
Granada Riverfront Park Improvements - Phase I I	VO-OB-90-6	City of Ormond Beach	\$150,000	\$300,000

FLORIDA INLAND NAVIGATION DISTRICT - WATERWAYS ASSISTANCE PROGRAM PROJECTS IN VOLUSIA COUNTY 1986-2013

ProjectName	ProjectNumber	ProjectSponsor	GrantAmount	TotalCost
Ames Park	VO-OB-92-14	City of Ormond Beach	\$48,000	\$91,000
Ormond Hotel Riverfront Park - Phase I	VO-OB-94-19	City Of Ormond Beach	\$20,000	\$60,000
Hotel Ormond Riverfront Park - Phase II	VO-OB-95-23	City Of Ormond Beach	\$42,000	\$84,000
Fortunato Park - Phase I I I	VO-OB-96-29	City Of Ormond Beach	\$80,000	\$160,000
S.R. 40 Halifax River Walkway	VO-OB-97-33	City Of Ormond Beach	\$71,000	\$142,000
Halifax River Public Outreach Program	VO-OB-98-39	City Of Ormond Beach	\$4,700	\$9,400
Waterfront Public Fishing & Viewing Pier	VO-OH-03-59	City Of Oak Hill	\$50,000	\$100,000
Ponce Preserve River Facilities	VO-PI-05-72	Town Of Ponce Inlet	\$150,000	\$400,000
Ponce Inlet Lighthouse Rehabilitation - Phase I	VO-PI-98-36	Town Of Ponce Inlet	\$29,500	\$59,000
Ponce Inlet Lighthouse Rehabilitation - Phase II	VO-PI-99-43	Town Of Ponce Inlet	\$150,000	\$563,000
Gamble Place Launching Facility Design - Phase I	VO-PO-03-60	City Of Port Orange	\$20,000	\$40,000
Marine Unit	VO-PO-03-61	City Of Port Orange	\$28,000	\$56,000
Gamble Place Canoe Launch Construction - Phase I I	VO-PO-06-74	City Of Port Orange	\$100,000	\$200,000
Causeway Park Boat Ramp Facilities	VO-PO-07-77	City Of Port Orange	\$40,000	\$80,000
Russell Park Launch Design - Phase I	VO-PO-07-78	City Of Port Orange	\$22,000	\$44,000
Russell Park Landing Construction - Phase I I	VO-PO-09-85	City Of Port Orange	\$100,000	\$200,000
Riverwalk Launch & Boardwalk Ph I	VO-PO-13-98	City of Port Orange	\$40,000	\$80,000
Riverwalk P2 Launch & Boardwalk North A Phase II	VO-PO-14-105	City of Port Orange	\$200,000	\$400,000
Riverwalk P3 Waterfront Park North B Phase I	VO-PO-14-106	City of Port Orange	\$100,000	\$200,000
Port Orange Causeway Park	VO-PO-91-13	City of Port Orange	\$65,000	\$194,575
Riverfront Park	VO-PO-92-15	City of Port Orange	\$100,000	\$200,000
Causeway Park Expansion	VO-PO-95-25	City Of Port Orange	\$125,000	\$241,317
Causeway Park Expansion - Phase I I	VO-PO-96-27	City Of Port Orange	\$50,000	\$100,000
Riverfront Park Fishing Pier & Boat Ramp Renovations	VO-SD-00-49	City Of South Daytona	\$52,871	\$165,048
Veterans Memorial Park Channel Access Improvements	VO-SD-03-62	City Of South Daytona	\$13,230	\$14,700
Reed Canal Outfall Dredging And Spoil Site	VO-SD-04-66	City Of South Daytona	\$25,000	\$50,000
Riverfront Veterans Memorial Park Kayak & Canoe Launch	VO-SD-04-67	City Of South Daytona	\$15,000	\$30,000
Veteran's Memorial Riverfront Park Parking Expansion	VO-SD-09-86	City Of South Daytona	\$42,500	\$85,000
Riverfront Veteran's Memorial Park- Boat Pier Extension	VO-SD-10-89	City Of South Daytona	\$30,000	\$60,000
Riverfront Park Expansion	VO-SD-89-5	City of South Daytona	\$150,000	\$323,400
Highbridge Park - Phase I	VO-TR-1	Ponce DeLeon Port Authority	\$80,000	\$160,000
Project Totals			\$10,013,180	\$26,216,333



Location Map

Waterway Assistance Program Projects in Volusia County

ALL ABOARD FLORIDA



BUILDING ON A LEGACY & SETTING A NEW STANDARD IN PASSENGER RAIL

An express, intercity passenger rail service arriving end of 2016. Leveraging a 100-year-old infrastructure backbone built by Henry Flagler. The project marks the beginning of a new era in Florida's rich rail history.

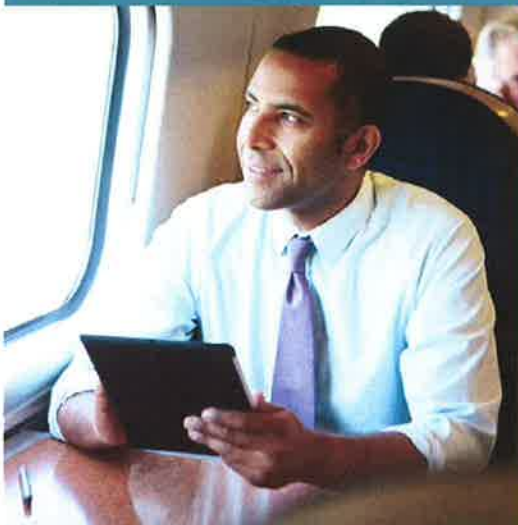
A project designed to serve tourists, business travelers and Florida residents

Connecting Miami and Orlando in just under three hours, with planned stops in Fort Lauderdale and West Palm Beach.

Bringing a total of 4 million square feet of new transit oriented development around the South Florida stations.

A service projected to improve the overall commuting experience in South Florida

- Competitive Pricing
- Smart Phone & Online Ticketing
- Conveniently Located Stations
- Connectivity to Major Transportation
- Oversized Storage Space
- Bike Storage Facilities
- High Speed Internet Access



ECONOMIC IMPACT

- \$6.4 billion in direct economic impact to Florida's economy over the next eight years
- \$653 million in federal, state and local government tax revenue through 2021
- Over 10,000 jobs on average per year through the rail line construction (mid-2014 through mid-2016)
- Over 5,000 jobs on average per year after the rail line construction is completed through 2021

ECO-FRIENDLY

- Up to 3 million vehicles removed from the roads each year
- Significant reduction in greenhouse gas emissions and fuel consumption
- Leveraging the existing corridor means minimal impact to natural resources

STATE-OF-THE-ART TRAINS & STATIONS

- Best-in-class innovation and technology by Siemens
- Designed to optimize passenger time and comfort with onboard amenities such as Wi-Fi
- Just as fast as flying but easier and more convenient
- A time savings of 25-30% vs. existing travel options

- Approximately 900' long
- Much lighter, quicker than the freight trains that operate in the corridor
- **FOUR STATIONS:** Miami, Fort Lauderdale, West Palm Beach and Orlando International Airport
- Intermodal connectivity at each station
- Nearby access to retail, dining, hotel and attractions





PROJECT FINANCING

- Privately owned and operated company—Financing through a mix of debt and equity
- No state or federal grant money requested
- Applied for a Railroad Rehabilitation and Improvement Financing (RRIF)-Program established for projects that make large scale improvements to the Nation's vital railroads
- No ongoing taxpayer subsidies required

GRADE CROSSINGS

- All grade crossings examined to determine planned upgrades
- Safety measures to meet highest applicable standards set by FRA and FDOT
- Wait time at crossings is less than 60 seconds

SERVICE SCHEDULE & PRODUCT OFFERING

- 16 northbound and 16 southbound trains daily
- Service starting in the early morning and ending in the evening
- Competitively priced against other transportation options
- Specific timetables and pricing will be published closer to the operational service in late 2016

THE DEMAND

- Alternative way to move both residents and tourists throughout the state
- A transportation infrastructure to support Florida's growing population - Florida set to become third most populated state in the nation
- 100+ million visitors to the state (projected)
- 50 million currently making the trip along the planned route
- Relief for Florida's congested roadways



ALL ABOARD FLORIDA PROGRESS TO DATE

-Engineering and environmental reviews finalized

-FRA issued a Finding of No Significant Impact for Miami-to-West Palm Beach segment (2013)

-Meetings with more than 650 officials, business and civic groups

-Infrastructure agreements obtained

-Acquired all necessary properties and land

-Siemens Corporation manufacturing the trains in Sacramento, California

-Station and rail line construction - Fall 2014



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THE TEAM

DONALD C. ROBINSON

President and Chief Operating Officer

As President and Chief Operating Officer of All Aboard Florida, Donald C. Robinson is responsible for developing all the operational functions for the passenger rail project, including procuring rolling stock and managing the engagement of third-party operators. He and President and Chief Development Officer P. Michael Reininger will work together to define All Aboard Florida's brand and customer service experience.



Prior to joining All Aboard Florida in 2013, Mr. Robinson served as President of Baha Mar Resorts Ltd., where he oversaw the design, development and construction of a \$3.5 billion resort destination located in Nassau, Bahamas. He has more than 35 years of experience developing, managing and branding complex, multi-faceted hospitality and recreational projects throughout the world. Mr. Robinson was a senior executive for The Walt Disney Company for three decades. During his tenure, he was the Group Managing Director/Executive Vice President for Hong Kong Disneyland, Senior Vice President for Walt Disney World Operations and Senior Vice President for Walt Disney World Resorts among others.

Mr. Robinson holds a B.S. in Microbiology from the University of Central Florida.

THE CONVERSATION

RT @WalkableWPB: Demo of site for @AllAboardFla station construction in @DowntownWPB <http://t.co/EumszKdAH3>

Don't forget: Your last chance to voice your support for #AllAboardFlorida is THIS WEDNESDAY, Dec. 3 <http://t.co/axtK4hwpqZ>

Happy Black Friday! Soon you'll be able to take #AllAboardFlorida to your fave shops in #Miami, #FortLauderdale, and #WestPalmBeach

P. MICHAEL REININGER



President and Chief Development Officer

As President and Chief Development Officer of All Aboard Florida, P. Michael Reininger is responsible for delivering the project's built environment, including the rail infrastructure, stations and transit-oriented real estate development. He and President and Chief Operating Officer Donald C. Robinson will work together to define All Aboard Florida's brand and customer service experience.



Prior to joining All Aboard Florida in 2012, Mr. Reininger was managing partner for the Union Station Neighborhood Company in Denver, Colo. He also managed the development of several major projects during a 12-year tenure with subsidiaries of The Walt Disney Company, including Disney Vacation Club, Disneyland Paris and Disney Cruise Line. Mr. Reininger previously served as Executive Vice President and Chief Development Officer for AECOM and Senior Vice President of Creative Services and Corporate Marketing for the St. Joe Company.

Mr. Reininger holds a Bachelor of Architecture, Design Specialization from Texas Tech University and executive certifications in resort and hotel master planning, financial engineering and business management from Harvard University School of Design, Harvard Business School and Wharton School of the University of Pennsylvania.

JULIE EDWARDS

Chief Marketing Officer

As Chief Marketing Officer, Julie Edwards is responsible for driving marketing strategy and program innovation toward the launch of All Aboard Florida. Ms. Edwards will also oversee the development and execution of Aboard Florida's comprehensive marketing and communications plan and provide strategic leadership to achieve the project's marketing goals.



Ms. Edwards has a deep understanding of traditional and innovative marketing strategies and brings more than 25 years of in-depth marketing and branding expertise to the All Aboard Florida team. Prior to joining All Aboard Florida, Ms. Edwards worked as a lead consultant for 11 years in the building and rebranding of NAVTEQ, now Nokia, where she assisted in growing the brand. She also worked with numerous blue chip companies to take their marketing and branding efforts to the next level, developed strategic partnerships and lead cross marketing efforts at Walt Disney Parks and Resorts, Cedar Fair Entertainment and other leading theme parks and resort brands around the world.

Ms. Edwards holds a Bachelor's Degree in Business Administration from the University of Kentucky.

Myles Tobin

General Counsel

As General Counsel, Myles Lloyd Tobin is responsible for directing the project's legal affairs and providing counsel on all significant legal issues. He has more than 30 years of legal expertise in mergers and acquisitions, railroad regulatory compliance and commercial transactions. Tobin's extensive experience ranges from representing



Fortune 1000 companies as a former partner at Chicago-based law firm, Fletcher & Sippel LLC, to having provided legal counsel to the \$4 billion transportation company, Canadian National Railway.



Most recently, Tobin served as partner in the law firm of Fletcher and Sippel LLC. He also previously served as Vice President of U.S. Legal Affairs for Canadian National Railway, where he counseled senior executives and directed the legal affairs for 40 U.S. subsidiaries ranging from land acquisition companies, bulk terminals and equipment leasing companies to several large and medium-sized railroads, including Illinois Central, Grand Trunk Western and Chicago Central & Pacific. He also negotiated business and legal terms for the company's \$1.6 billion merger agreement with Illinois Central Railroad. Prior to Canadian National Railway's merger with Illinois Central Railroad, Tobin served Illinois Central for nine years, ultimately as General Counsel. Tobin also served as counsel for the Chicago and North Western Transportation Company where he handled corporate and regulatory activities.

Tobin holds a Juris Doctorate degree from Northwestern University School of Law and a bachelor's degree in political science from Northwestern University. Tobin is admitted to legal practice in the U.S. Supreme Court, the courts of the State of Illinois, the Seventh Circuit Court of Appeals and numerous other state and federal courts.

TED HUTCHINS

Chief Information Officer

As Chief Information Officer for All Aboard Florida, Ted Hutchins is responsible for the strategic and operational planning of IT-related endeavors for All Aboard Florida and its various business goals. This includes all functions as it relates to the development and deployment of a seamless integrated technology system on behalf of the highly anticipated passenger rail line.



Hutchins brings more than 20 years of experience managing and overseeing the information and operational functions of major airline companies. Prior to joining All Aboard Florida in March of 2014, Hutchins served as Vice President of Technology at Porter Airlines, in addition to an 11-year stint at AirTran Airways as Senior Director and Chief Technologist. During his tenure at AirTran, Hutchins was responsible for overseeing and streamlining various aspects of the airline's operations, including managing the IT team, creating and implementing new technological advancements and IT disaster recovery plans, developing and sustaining partnerships, as well as managing an operating budget of \$32 million.

Hutchins holds a Masters of Business Administration (MBA) from Purdue University, and graduated with a Bachelor's Degree in Computer Science from Alma College.

SCOTT SANDERS

Executive Vice President of Development and Construction

As Executive Vice President of Development and Construction, Scott Sanders is responsible for the overall design and construction of station infrastructure for the Miami, Fort Lauderdale and West Palm Beach stations, as well as All Aboard Florida's transit-oriented development program throughout South Florida.



With more than 25 years of experience in the real estate business, Sanders has managed a number of award-winning projects from conception to completion.

Prior to joining All Aboard Florida in March of 2014, Sanders served as Senior Vice President of Design and Construction for MGM Hospitality, where he oversaw the development of luxury hotels both in the U.S. and internationally - specifically, he led the delivery of technical services associated with the development of more than 25 properties around the world. Sanders also previously served as Vice President of Strategic Programming & Design for The St. Joe Company, where he led the development of the company's strategies related to branding, customer segmentation, marketing services, product design and product positioning for all of its initiatives in Northwest Florida.

Sanders holds a Bachelor of Architecture from Texas Tech University. He is also a member of the American Institute of Architects.

JOHN GUITAR

Senior Vice President - Business Development

As Senior Vice President of Business Development, John Guitar is responsible for the development and leasing activities for the stations and transit oriented development in Miami, Fort Lauderdale and West Palm Beach.



Guitar has more than 22 years of experience in the commercial real estate business. Before joining the All Aboard Florida team, Guitar was Vice President at Flagler Development and was responsible for real development and asset management for Flagler Development's Asset portfolio which included 12 Million square feet in Jacksonville, Tampa, Orlando and South Florida. He was also responsible for the sourcing of new development opportunities and acquisitions for the company within the Florida region. Guitar was also Executive Director for Advantis, a St. Joe Company, where he was responsible for the leasing of a 21 building, 2.9 million square foot office park at SouthPark Center.

Guitar holds a Bachelor of Arts in Political Science from Rollins College, is a Licensed Real Estate Broker in the State of Florida, and is a Certified Commercial Investment Member (CCIM).

EUGENE "GENE" SKOROPOWSKI

Senior Vice President of Passenger Rail Development

As Senior Vice President of Passenger Rail Development, Eugene "Gene" Skoropowski is responsible developing the service plan (operations), selecting the rolling stock (trainsets), projecting operating costs and revenues, coordinating selection of an experienced train operator, and planning of a complete 'customer travel experience'. Mr. Skoropowski brings more than 40 years of railroad industry experience in both the private and public sectors. He has an extensive background building and managing successful passenger rail service projects in major metropolitan cities in the U.S. and the world.



Most recently, Mr. Skoropowski served as director of Rail & Transit Services - Southeast Division for the international engineering firm of HNTB. Previously he spent ten years as managing director of Northern California's Capitol Corridor Intercity Rail Service, which he helped transform into the fastest growing and third-busiest intercity passenger route in the country by tripling ridership during his tenure. As Director of Rail projects for Fluor Corporation, Mr. Skoropowski managed rail construction and operations projects in Los Angeles and Orlando. He also worked in Paris on high speed trains and on-rail projects in London and Amsterdam.

Mr. Skoropowski received a Professional Architecture degree from the Catholic

University of America.

VINAY MUDHOLKAR

Senior Vice President of Rail Infrastructure

As Senior Vice President of Rail Infrastructure, Vinay Mudholkar, MS, MBA, is responsible for permits, rail project financing and project control systems for cost and schedule management. He will oversee the design, engineering and construction of the rail system and station platforms, and manage the team of engineers and contractors who will complete the system improvements for the desired speeds.



Mr. Mudholkar has led numerous international and national passenger and high speed rail and freight enhancement and development projects during his 35-year career. Most recently, Mr. Mudholkar served as Technical Vice President of Rail and Transit at The Louis Berger Group. In this role, he led the program management of the North South Railway construction in the Kingdom of Saudi Arabia, a \$6 billion shared corridor north-south rail program, and worked on the Texas and Florida high speed passenger rail studies. Previously, as Director of Program Management for Amtrak, he led and delivered the Keystone Corridor 110-mph speed improvement initiative in Pennsylvania. He was also the Principal Engineer at Bechtel International in London where he oversaw the West Coast Main Line 125 mph speed upgrade, a \$10 billion project. He has managed technical and public agency interfaces for permits, rail project financing, project control systems for cost and schedule management.

Mr. Mudholkar holds a Master's Degree in Civil Engineering/Structural Engineering from Worcester Polytechnic Institute, and a Masters of Business Administration from Northeastern University. Mudholkar also completed the Advanced Engineering and Management Program at MIT. He is a professional member of American Society of Civil Engineers, American Railway Engineering and Maintenance Association and Fellow of UK's Permanent Way Institute. He is also an internationally published author on delivery of high speed rail programs.

ERIC CLAUSSEN

Vice President of Design and Construction

As Vice President of Design & Construction for All Aboard Florida, Eric Claussen is responsible for the entitlement, design and construction of the Miami, Fort Lauderdale and West Palm Beach stations. Mr. Claussen will also oversee the design and build-out of All Aboard Florida's station lobby and operations facilities at the Orlando International Airport, and lead the evaluation of transit-oriented development opportunities adjacent to the three South Florida stations.



Mr. Claussen is a seasoned development professional who brings more than 30 years of leadership experience in the hospitality, commercial real estate and residential industries. Prior to joining All Aboard Florida, Mr. Claussen was the Senior Design Manager for Baha Mar Ltd., a \$3.5 billion resort destination located in Nassau, Bahamas, where he oversaw the development of the of the Grand Hyatt Hotel, Bahamar Convention Center and nearly one million square feet of support areas for the overall resort. Mr. Claussen also served as the Senior Vice President of Development for Talisker Mountain, Inc., one of the largest land developers in Park City, Utah. As Vice President of Construction for the St. Joe

Company, the largest private land owner in Florida, he was responsible for design and construction of all multi-family and commercial product in northwest Florida. Mr. Claussen began his development career with Walt Disney Imagineering. He managed multiple projects, including Disney Vacation Club products in Vero Beach and Orlando, support facilities for Disney's Animal Kingdom, and golf/recreation facilities in the Town of Celebration.

Mr. Claussen earned a B.S. in Architectural Studies from the University of Nebraska and is a registered architect.

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Florida East Coast Industries, LLC

Mark Crosley

From: Lori Brownell <LBrownell@Taylorengineering.com>
Sent: Monday, December 01, 2014 2:57 PM
To: Mark Crosley
Cc: David Stites; John Adams
Subject: RE: BV-24 Exchange...
Attachments: FW: FIND DRAFT EXCHANGE AGREEMENT-08 14

Good Afternoon Mark:

Based on our earlier discussion today, David and I came up with the following list for consideration.

1. EXCHANGE AGREEMENT

- a. The land exchange of 83.19 acres for 69.39 acres represents a net difference of 13.83 acres (in Brevard County's favor).
 - i. I have attached Peter's August 2014 email outlining the remaining 13.83 acreage and how the overall value was roughly equivalent (as stated in Section 4 of the agreement).
 - ii. Section 2 allows for the transfer of any and all scrub jays from the FIND parcel to the Brevard County created Scrub Jay preserve area (should the County create one).
 1. **NOTE:** The scrub jay survey results may have a significant effect on the area available for construction without relocation costs and potentially to construction footprint in general- we do not know the current scrub-jay territory coverage and do not know how much relocation will the FWS allow. We know that the proposed swap site has considerable scrub jay habitat which at the last field study was much less populated (fewer active territories) than the current FIND property.
 - iii. I do not see in the agreement for the maintenance (mowing, burning) of the buffer in the exchange agreement.
- b. Section 13 indicates that the County will reimburse FIND for fees in the amount of \$88,823.38.
 - i. Our Feb 2013 cost proposal was \$167,831.75.
 - ii. Our cost to date under General Services has been about \$3,100.
 - iii. Therefore, the \$88K amount represents roughly half of the total February 2013 proposal effort.

2. FEBRUARY 27, 2013 COST PROPOSAL

- a. No change in Morgan & Eklund fee.
- b. WAITING TO HEAR BACK FROM NORMANDEAU. Their original estimate was \$27,000. I will forward their response on receipt.
- c. Minor change in Taylor Engineering's fee (rate adjustment), less than 5%

3. USFWS COORDINATION

- a. Based on a May 2014 correspondence with Heath Rauschenberger, USFWS Regulatory Chief and Todd Mecklenborg, USFWS Biologist with Taylor Engineering staff (David Stites):
 - i. A 1997 Biological Opinion exists for the current site; however, an Incidental Take Permit (ITP) for scrub jays was never acquired.
 - ii. Given the age of the BO, the FWS will review the 1997 BO and determine whether they must develop a new BO. That decision process will consider the results of the scrub jay survey that FIND will undertake.
 - iii. The current FIND site is within an area that the USFWS Scrub Jay recovery team is looking at as an important focal landscape for recovery for this particular genetic unit.

Mark Crosley

From: Peter Breton <pbreton@blesmlaw.com>
Sent: Monday, December 01, 2014 5:05 PM
To: Mark Crosley; Lori Brownell
Cc: David Stites; John Adams
Subject: RE: BV-24 Exchange...

The draft agreement provides that it is a condition precedent to FIND's obligation to close on the exchange that FIND has obtained a permit under the Endangered Species Act to use BV 24A as a dredged material management facility. This is intended to address scrub jays, but could also cover other endangered and threatened species, if any. If this, or any other condition precedent to closing has not been satisfied or waived at the end of 7 months from the effective date, then either party in whose favor the condition precedent runs may terminate the contract or elect to extend for an additional 3 months. There is not a condition precedent, however, for FIND to obtain any other permits. It was originally drafted this way since David felt that the critical permit was the scrub jay permit.

As far as the value/appraisal question, the draft agreement stipulates that the two properties are equal in value. On the one hand, FIND is conveying 13 acres more land than it is receiving from the County. However, the County's property is one contiguous tract whereas FIND's property is a collection of approximately 48 discrete, unplatted lots with intervening road rights of way that the County may have to abandon in order to use the property. Taking into account the road rights of way, the difference in acreage is probably more like 10 acres.

The County Property Appraiser has FIND's property assessed at \$1000 per acre, whereas the Property Appraiser has the County's tract assessed at \$2002 per acre. Both figures are probably arbitrary, but using those figures, the County's 69.36 acres has a market value of \$ 138,858 and FIND's 83.19 acres has a market value of only \$83,190. So FIND comes out ahead, at least on paper. Who knows what an actual appraisal of the two parcels would find?

Finally, concerning the surveying of the site, if the projected cost of the survey does not exceed \$35,000 (Category Two), then CCNA procedures do not need to be followed.

Sincerely,
 Peter L. Breton
 Breton, Lynch, Eubanks & Suarez-Murias, P.A.
 605 North Olive Avenue, 2nd Floor
 West Palm Beach, FL 33401
 561-721-4003
 561-721-4001 (Facsimile)

NEW ADDRESS: We have moved to our new office located at 605 North Olive Avenue, 2nd Floor, West Palm Beach, FL 33401 in the Iberia Bank building on the Southwest corner of Olive and Quadrille.

Tax Advice Disclosure: To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in this communication (including any attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any matters addressed herein.

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MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT
Land Acquisition & Management Committee Meeting
11:16 a.m., Friday, March 15, 2013
City of Stuart Commission Chambers
121 SW Flagler Avenue
Stuart, Martin County, Florida

ITEM 1. **Call to Order.**

Acting-Chair Bowman called the meeting to order at 11:16 a.m.

ITEM 2. **Roll Call.**

Assistant Executive Director Mark Crosley called the roll with Acting-Chair Bowman, Commissioner Barkett, Commissioner Blow, and Commissioner Kavanagh were present. Mr. Crosley stated that a quorum was present. Chair Crowley was not present.

ITEM 3. **Additions or Deletions.**

Acting-Chair Bowman asked if there were any additions or deletions to the meeting agenda. There were none.

Commissioner Blow made a motion to approve the final agenda as presented. Commissioner Barkett seconded the motion. Acting-Chair Bowman asked for any additional discussion. Hearing none, a vote was taken and the motion passed.

ITEM 4. **DMMA LT-13 Acquisition, Palm Beach County.**

Mr. Roach stated that this is the last parcel that the District needs to purchase for the Okeechobee Waterway. He stated that we have an unwilling seller who has obtained a condemnation attorney. He stated that staff has completed our due diligence and has received two appraisals on this parcel. He stated that one appraisal came in at \$480,000.00 and the other came in at \$756,941.00, which is a large difference. He stated that staff contacted the appraiser that reported the highest value and asked him why all of his comparable sugar cane land sales were in Palm Beach County and that the other appraiser did comparable sugar cane land sales from various nearby counties. He stated the appraiser indicated that he has appraised a lot of sugar cane property and that he compares sugar cane property by the quality of the muck for sugar cane growing. He

stated that property in Hendry and Glades County do not have the same muck levels to support crop yields and therefore are not similar to the property appraised. He stated that the appraiser indicated that he is extremely comfortable with his appraisal and he noted that the property seller is in the sugar cane business and he knows what he has and that it is not a property comparable to those in Hendry or Glades County.

Mr. Roach stated that he would like to recommend that the District offer this land owner the full appraised value of \$756,941.00 for his property. He noted that this will probably end up being a condemnation action. He stated that staff has discussed this with our condemnation attorney and he recommends that the District offer the full appraised value for this property.

Commissioner Blow asked if this will be a quick-take. Mr. Roach stated that the decision has not been made yet. He stated that staff would like to start out with a voluntary acquisition purchase offer by letter.

Commissioner Barkett made a motion to approve staff recommendation of a purchase offer for DMMA LT-13. Commissioner Blow seconded the motion. Acting-Chair Bowman asked for any additional discussion. Hearing none, a vote was taken and the motion passed.



ITEM 5. DMMA BV-24A Exchange, Brevard County.

Mr. Roach stated that District site DMMA BV-24A is located in one of the largest scrub jay population areas in the state of Florida. He stated that Brevard County would like to exchange property they own that is not scrub jay habitat for the District's property which is scrub jay habitat. He stated that the District needs to perform some due diligence investigations on the exchange parcel which are typical for all of our acquisitions of dredged material management areas. He stated that the Committee last approved this work in 2009 and staff re-coordinated the pricing with the District Engineer and the cost went up \$40,000. He noted that these costs will be reimbursed by Brevard County.

Commissioner Blow questioned if the agreement includes a payment deadline for Brevard County to reimburse the District's due diligence investigation costs. Commissioner Barkett stated that payment would probably be made during the exchange of deeds at closing.

Commissioner Barkett made a motion to approve the scope of services and fee quote from Taylor Engineering for the Phase II documentation of DMMA BV-24A. Commissioner Blow seconded the motion. Acting-Chair Bowman asked for any additional discussion. Hearing none, a vote was taken and the motion passed.

ITEM 6. Duval and St. Johns County Well Monitoring Project.

Mr. Roach stated that staff advertised a bid for a new three-year contract to perform quarterly monitoring of 30 wells on four DMMA's in Duval County and one DMMA in St. Johns County. He stated that the low qualified bid was from Bonn Environmental Services Technology. He noted that Bonn Environmental currently does most of the District's well monitoring.

Commissioner Blow asked how often these wells are monitored. Mr. Roach stated that the wells are monitored quarterly.

Commissioner Barkett asked how long is the District required to monitor these wells. Mr. Crosley stated that this is a three year contract and we do not know beyond that.

Acting-Chair Bowman asked if there is any reason this well monitoring requirement could go away anytime during the next three years. Mr. Roach suggested that the contract be written that if a site is no longer required to be monitored, that part of the agreement would be cancelled.

Mr. Crosley stated that he would prefer that the District continue monitoring these wells at least yearly to document site conditions.

Commissioner Barkett made a motion to approve the low qualified bid for the Duval and St. Johns County Well Monitoring Project. Commissioner Kavanagh seconded the motion. Acting-Chair Bowman asked for any additional discussion. Hearing none, a vote was taken and the motion passed.

ITEM 7. Seagrass Mitigation Site Evaluation, Martin County.

Mr. John Adams, for Taylor Engineering stated that they have completed the preliminary evaluation of FIND properties and easements in Martin County to identify potential opportunities for seagrass mitigation. He stated that future operations in the Intracoastal Waterway (ICW) may require mitigation for unanticipated disturbance of seagrass beds. He stated that FIND may elect to formally designate these sites as required

EXCHANGE AGREEMENT

This Exchange Agreement ("Agreement") is made and entered into as of the _____ day of _____, 2014, by and among FLORIDA INLAND NAVIGATION DISTRICT, an independent special district authorized and existing by virtue of the laws of the State of Florida ("FIND"), and the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida ("COUNTY").

WHEREAS, FIND is the owner of certain property in Brevard County, Florida containing 83.19 acres, more or less, and depicted in red on Exhibit "A" as Parcel A, which will be more fully described in the boundary survey performed pursuant to Section 6 of this Agreement (the "FIND Parcel"); and

WHEREAS, County is the owner of a parcel of real property in Brevard County, Florida containing 69.36 acres, more or less, and depicted in green on Exhibit "A" as Parcel B, which will be more fully described in the boundary survey performed pursuant to Section 6 of this Agreement (the "EEL Parcel"); and

WHEREAS, the COUNTY has proposed to FIND an exchange of properties between the parties, such that COUNTY will own the FIND Parcel, and FIND will own the EEL parcel; and

WHEREAS, FIND will combine the EEL Parcel with other lands it currently owns to create a new Dredged Material Management Area known as the FIND BV-24A Site; and

WHEREAS, FIND has determined that, subject to the provisions of this Agreement, such an exchange would be in the public interest and within its statutory responsibilities by providing the land required for dredged material management for the Atlantic Intracoastal Waterway; and

WHEREAS, COUNTY has determined that, subject to the provisions of this Agreement, such an exchange would be in the public interest and within its statutory responsibilities by obtaining land for scrub jay habitat and preservation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Agreement to Exchange. FIND and the COUNTY,; hereby agree to exchange with one another parcels of real property, described in this Agreement, on the terms and conditions set forth in this Agreement.

Section 2. Property to be Transferred to the COUNTY. FIND will convey the FIND Parcel to the County. Should Brevard County, now or in the future, use the FIND Parcel for creation of a Scrub Jay (*Aphelocoma coerulescens*) Preserve, Brevard County shall, without cost to FIND, accept into such a Scrub Jay Preserve any and all scrub jays that require relocation from the FIND BV-24A Site. If Brevard County does not create a Scrub Jay Preserve but should habitat space be present within the FIND Parcel and state and federal agencies approve, the County shall allow the transfer of any and all Scrub Jays that require relocation from the FIND BV-24A Site as a result of the Dredged Material Management Area footprint on the BV-24A Site, without charge or cost for the transfer of Scrub Jays to County lands.

Section 3. Property to be Transferred to FIND. COUNTY will convey the EEL Parcel to FIND.

Section 4. Exchange Values. COUNTY and FIND stipulate that the EEL Parcel and the FIND Parcel are approximately equal in value and neither party shall owe the other party any additional consideration as a result of any actual difference between the values of the respective properties.

Section 5. Title to be Conveyed: Evidence of Title. Each party shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Agreement. Within thirty (30) days after the delivery of the boundary survey of the FIND Parcel, as described in Section 6, the COUNTY may obtain, at its expense, a title insurance commitment, to be followed by an owner's title insurance policy from a title insurance company insuring marketable title to the FIND Parcel. Within thirty (30) days after the delivery of the boundary survey of the EEL Parcel, as described in Section 6, FIND may obtain, at its expense, a title insurance commitment, to be followed by an owner's title insurance policy from a title

insurance company, insuring marketable title to the EEL Parcel. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

Section 6. Surveys. Within thirty (30) days of the Effective Date, the COUNTY shall obtain a boundary survey of the FIND Parcel, at its expense and FIND shall obtain a boundary survey of the EEL Parcel, at its expense. The boundary surveys shall be prepared and certified by a Florida registered land surveyor and mapper. The legal descriptions of the respective parcels created pursuant to said boundary surveys shall be reasonably satisfactory to both parties and shall be used in the deeds of conveyance. In the event either boundary survey shows any encroachment on either parcel or that improvements intended to be located on either parcel encroach on the land of others, or if either survey shows evidence of unrecorded easements, the same shall be treated as a title defect in the manner provided in Section 7.

Section 7. Defects in Title. If the title insurance commitments of Surveys obtained pursuant to Section 6 of this Agreement disclose any matters that would render title to the FIND Parcel unmarketable and/or matters that would render title to the EEL parcel unmarketable, the affected party shall notify the other party, in writing, within seven (7) days of receipt of the title commitment or boundary survey, as the case may be, specifying the defect or defects. Such other party shall have ninety (90) days from the date of receipt of such notice to remove the defect or defects and shall use diligent efforts in connection therewith. However, such other party shall not be required to file a lawsuit to cure such defect or defects. If such other party is unsuccessful in removing the defects within such ninety (90) day period, the objecting party shall have the right to either (a) waive such defects and accept title as it then is, without any claim for damages, or (b) terminate this Agreement, in which event the COUNTY and FIND shall be released from any and all further obligations and liabilities hereunder. Any matters disclosed by the title insurance commitment or the survey which are not timely objected to by the grantee party, or which are waived by the grantee party, shall be deemed a "Permitted Exception" as to that parcel.

Section 8. Environmental Site Assessment. Each party, within thirty (30) days of the Effective Date and at its sole expense, may conduct an environmental site assessment of the parcel to be conveyed to it to determine the existence and extent, if any, of any Hazardous

Material on the parcel. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law, as defined in Section 9 below.

Section 9. Hazardous Materials. If the environmental site assessment provided for in Section 8 confirms the presence of Hazardous Materials on either parcel, either party, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should neither party elect to terminate this Agreement, the grantee of the contaminated parcel shall accept title "as-is" and is responsible, at its sole cost and expense, for pursuing any assessment, clean up and monitoring of the parcel necessary as to Hazardous Materials existing on the parcel, to bring the parcel into full compliance with Environmental Law. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environmental or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste or any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect.

Nothing contained herein shall be construed to limit either party's legal liability under any Environmental Law for Hazardous Materials located on the property. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes or other limitations imposed on potential liability under state or federal law.

Section 10. Representations and warranties. For the purpose of this section each party hereby represents and covenants, in its capacity as grantor of the parcel it proposes to convey to the other, as follows:

(a) This Agreement has been duly executed by, and is a valid and binding agreement enforceable in accordance with its terms;

(b) Neither the execution or delivery of this Agreement, nor the consummation of the transactions contemplated herein, will conflict with, or result in a breach of, any contract, license or undertaking to which the granting party or by which any of its property is bound, or constitute a default there under, or result in the creation of any lien or encumbrance upon the parcel it proposes to convey (or any part thereof), or contravene any provision of any law, administrative regulation, or judgment, order, decree, writ or injunction of any court of competent jurisdiction;

(c) No legal or administrative proceeding is pending or, to the best knowledge of the granting party, threatened against the granting party, which would or could adversely affect its right to convey the proposed parcel (or any part thereof) as contemplated in this Agreement. There are no condemnation or eminent domain proceedings pending or, to the best knowledge of the granting party, threatened with respect to the parcel proposed for conveyance (or any part thereof) and there are no legal or administrative proceedings pending or, to the best knowledge of the granting party, threatened affecting the parcel to be conveyed (or any part thereof);

(d) The granting party has good, clear, indefeasible, insurable and marketable title to the parcel to be conveyed, subject to no mortgage (other than existing mortgages satisfiable and which shall be satisfied at or prior to Closing), construction or other lien or encumbrance other than the grantee's Permitted Exceptions.

(e) All taxes, whether Federal, State, local or otherwise, which could become a lien against or otherwise affect all or any portion of the grantee's interest therein as the transferor thereof, or the grantee's interest therein as the transferee thereof, that have become due or payable at or prior to the date hereof, have been paid, including without limitation, all real estate taxes, tangible personal property taxes, sales taxes and any and all other taxes which

relate to all or any portion of the parcel to be conveyed or could otherwise affect all or any portion of the parcel to be conveyed.

(f) The transfer of the parcel as contemplated herein, will not violate any subdivision statute, ordinance, law, or code or plat presently in existence;

(g) The parcel to be conveyed is not subject to any prescriptive easement or adverse possession;

(h) No "Hazardous Substance" (as hereinafter defined) has, to the knowledge of grantor, been disposed of, buried beneath, or percolated beneath the parcel to be conveyed or any improvements thereon, nor has any toxic, explosive or Hazardous Substance ever been removed from the parcel to be conveyed and stored off site. Further, to the knowledge of the grantor, there has been no "Release" (as hereinafter defined) of a Hazardous Substance on or from the parcel to be conveyed or any improvements thereon.

(i) The parcel to be conveyed and any improvements thereon have not, to the knowledge of the grantor, been used and are not presently being used for the handling, transportation or disposal of a Hazardous Substance. Neither the grantor, nor any lessee, licensee nor other party acting at the direction of or with consent of the grantor or said lessee or licensee, has manufactured, treated, stored or disposed of any Hazardous Substance on the parcel to be conveyed or any improvement thereon;

(j) With respect to the parcel to be conveyed, to the knowledge of the grantor, the Parcel is in material compliance with all applicable federal, state and local laws, administrative rulings, and regulations of any court, administrative agency or other governmental or quasi-governmental authority, relating to the protection of the environment (including, without limitation, laws prohibiting the creation of a public nuisance). With respect to said Parcel, the grantor has not received notification that it is a potentially responsible party under Section 107 of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA"), or Section 7003 of the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), nor has the grantor received notification from any federal, state, or local government, agency, or regulatory body, of a violation under any federal,

state, or local law regulating the disposal or discharge of any toxic, explosive or other Hazardous Substance.

(k) For purposes hereof, the term "Hazardous Substance" means any one or more of the following: (i) any substance deemed hazardous under Section 101(14) of CERCLA, (ii) any other substance deemed hazardous by the Environmental Protection Agency pursuant to Section 102(a) of CERCLA, (iii) petroleum (including, without limitation, crude oil or any fraction thereof), (iv) any substance deemed hazardous pursuant to Section 1004(5) of RCRA, (v) any solid waste identified in Section 1004(27) of RCRA or (vi) any other hazardous or toxic substance, material, compound, mixture, solution, element, pollutant, or waste regulated under any federal, state or local statute, ordinance or regulation. The term "Release" shall have the meaning given to such term in Section 101(22) of CERCLA.

(l) The grantor has not received notice of, nor does the grantor have any knowledge of, any default or breach by the grantor of any covenant, condition, restriction, right of way, easement, or agreement affecting the Parcel ; and

(m) All of the representations and other provisions contained in this Section, in other Sections in this Agreement and in any other document to be delivered by the grantor as contemplated hereby shall (i) be true, accurate and complete both as of the date hereof or the effective date of such other document, as the case may be and as of the Closing and (ii) shall survive the Closing. Further, the truth, accuracy and completeness of all of such representations and warranties of the grantor shall, notwithstanding anything contained herein to the contrary, be a condition precedent to the grantee's obligation to close hereunder; provided, however, the grantee shall not have any obligation to investigate the truth, accuracy or completeness of said representations and warranties and, in the event same are not true, accurate or complete, but the grantee nonetheless elects to close hereunder, such shall not constitute a waiver of any of the grantee's rights and remedies as a result of a breach thereof. The grantor shall, to the extent permitted by law, indemnify and hold the grantee harmless from any and all losses, claims, damages, costs, expenses, obligations and liability arising out of or with respect to any breach or violation of any of the grantor's representations contained in this Agreement or in any other document to be delivered by the grantor. Nothing contained in this Agreement shall be construed as a waiver of either party's right to sovereign immunity under

Section 768.28, *Florida Statutes*, or other limitations imposed on either party's potential liability under state or federal law.

Section 11. Conditions Precedent as to FIND. Notwithstanding anything contained herein to the contrary, this Agreement and FIND's obligations hereunder are, unless waived in whole or in part in writing by FIND (which FIND shall have the right to do), subject to and contingent upon each and all the following (hereinafter sometimes collectively referred to as "Conditions Precedent" and singularly as "Condition Precedent"):

(a) FIND has obtained a permit under the Endangered Species Act from the U.S. Fish and Wildlife Service to use the EEL Parcel, together with any adjacent FIND-owned land, as a dredged material management facility;

(b) FIND has not terminated this Agreement pursuant to Section 7 or 9;

(c) All the representations and warranties hereof of COUNTY shall be true, accurate and complete as of the date hereof and at all times thereafter through and including Closing; provided, however, in the event FIND elects to waive this Condition Precedent, such waiver shall not constitute a waiver of FIND's rights or remedies arising out of a breach or violation of any such representations or warranties of COUNTY;

(d) COUNTY shall have satisfied, fulfilled or performed all of its obligations which are to be satisfied, fulfilled or performed at or prior to Closing; provided, however, in the event FIND elects to waive this Condition Precedent, such waiver shall not constitute a waiver of FIND's rights or remedies hereunder to enforce any failure of COUNTY to fully satisfy, fulfill or perform such obligations;

(e) COUNTY shall not have furnished any notice of termination as may be permitted hereunder; and

(f) COUNTY shall, at its sole cost and expense, have caused the termination of any lease of the EEL Parcel (or any portion thereof) and shall have affected the removal of any tenant(s) there under.

(g) Should FIND cancel this Agreement due to the failure of any Condition Precedent or Conditions Precedent, all parties hereto shall, except if and to the extent provided herein to the contrary, be relieved from any and all further obligations and liability hereunder or arising here from.

Section 12. Conditions Precedent as to COUNTY. Notwithstanding anything contained herein to the contrary, this Agreement and COUNTY's obligations hereunder are, unless waived in whole or in part in writing by COUNTY (which COUNTY shall have the right to do), subject to and contingent upon each and all the following (hereinafter sometimes collectively referred to as "Conditions Precedent" and singularly as "Condition Precedent"):

(a) All the representations and warranties hereof of FIND shall be true, accurate and complete as of the date hereof and at all times thereafter through and including Closing; provided, however, in the event COUNTY elects to waive this Condition Precedent, such waiver shall not constitute a waiver of COUNTY's rights or remedies arising out of a breach or violation of any such representations or warranties of FIND;

(b) FIND shall have satisfied, fulfilled and/or performed all of their obligations which are to be satisfied, fulfilled or performed at or prior to Closing; provided, however, in the event COUNTY elects to waive this Condition Precedent, such waiver shall not constitute a waiver of COUNTY's rights or remedies hereunder to enforce any failure of FIND to fully satisfy, fulfill or perform such obligations;

(c) FIND shall not have furnished any notice of termination as may be permitted hereunder; and

(d) FIND shall, at its sole cost and expense, have caused the termination of any lease of the FIND Parcel (or any portion thereof) and shall have affected the removal of any tenant(s) there under.

(e) Should COUNTY cancel this Agreement due to the failure of any Condition Precedent or Conditions Precedent, all parties hereto shall, except if and to the extent provided herein to the contrary, be relieved from any and all further obligations and liability hereunder or arising here from.

Section 13. Closing: Costs and other expenses. The closing of this transaction ("Closing") shall occur and exchange of possession of the Parcels shall take place at the County Attorney's office in Viera, Florida (or at such other place as shall be mutually agreed upon) within thirty (30) days after all of the Conditions Precedent as to both parties have been satisfied or waived in writing by the parties (unless extended by other provisions hereof) or on such other date as shall be mutually agreed upon ("Closing Date"). In the event that all of the Conditions Precedent set forth in Sections 11 and 12 have not been satisfied or waived within seven (7) months of the Effective Date, the party for whose benefit such Condition Precedent exists shall have the option of (i) terminating this Agreement whereupon all parties hereto shall, except if and to the extent provided herein to the contrary, be released and relieved from any and all further obligations and liability hereunder or arising here from or (ii) agreeing to an additional three-month period to satisfy such Conditions Precedent (or to waive them). In the event this Agreement is so extended, and at the end of said three-month period the Conditions Precedent have not been satisfied or waived in writing by the party for whose benefit such Condition Precedent exists, this Agreement shall terminate and all parties hereto shall, except if and to the extent provided herein to the contrary, be released and relieved from any and all further obligations and liability hereunder or arising here from. Time is of the essence with respect to said Closing.

The cost of performing or obtaining the surveys, any state documentary stamps which are required to be affixed to the deeds, the cost of the title insurance commitments and policies issued pursuant to this Agreement, the cost of recording the deeds, and any other normal and customary closing costs shall be paid by each respective party of the parcel to be acquired. Each party shall pay its own attorney's fees incurred in connection with the negotiation, preparation, execution, and closing of this Agreement.

As to the FIND BV-24A Site for FIND's containment basin, County will reimburse FIND, at closing, for half of the quoted costs associated with deliverables for the re-design of the FIND BV-24A Site, after the exchange, charged by FIND's engineer, not to exceed a reimbursement of \$88,823.38. The costs for deliverables from FIND's engineer will include:

- Site boundary and topographic survey with legal description
- Environmental Documentation Report

- Phase I Site Environmental Assessment Report
- Preliminary permit-level drawings
- Site Management Plan
- Engineering narrative

Section 14. Closing Obligations.

(a) At Closing, COUNTY shall:

(i) deliver to FIND a county deed in the form prescribed in Section 125.411, Florida Statutes in form and substance satisfactory to FIND and its counsel, conveying the EEL Parcel to FIND subject only to the FIND Permitted Exceptions; The County shall not reserve any oil, gas, or mineral rights in the deed;

(ii) deliver to FIND possession of the EEL Parcel;

(iii) deliver to FIND a Non-Foreign Affidavit (i.e., Foreign Investment In Real Property Act ("FIRPTA") Affidavit) in form and substance satisfactory to FIND and its counsel;

(iv) deliver or cause to be delivered to FIND and the Title Insurance Company such documents as may be required by the Title Insurance Company or FIND or its counsel to release the EEL Parcel from any security interests created at any time at or prior to Closing and otherwise to insure marketable title to the EEL subject only to the FIND Permitted Exceptions as herein provided, and, to the extent that any of such documents are not available to the Title Insurance Company and the parties hereto at Closing, cause the Title Insurance Company to deliver copies thereof to FIND forthwith after Closing, and deliver to FIND and the Title Insurance Company any and all executed affidavits and other documents necessary to delete all standard exceptions which can be deleted upon the delivery of such affidavits and documents in the Owner's Policy without specific reference in the Owner's Policy to any matter contemplated by said standard exceptions;

(v) deliver to FIND an affidavit executed by COUNTY and dated the Closing Date stating that there: (1) exists no condemnation of or similar proceeding with

respect to the EEL Parcel or any part thereof (or any threat of condemnation); (2) there exists no pending or threatened litigation involving the EEL Parcel (or any part thereof), COUNTY or this Agreement; and (3) the representations set forth in Section 4 hereof remain true and correct as of the date of Closing;

(vi) deliver to FIND or such other party designated by FIND or otherwise provided for herein all other instruments, documents and other matters required to be delivered or furnished by COUNTY at Closing as elsewhere provided in this Agreement;

(vii) deliver to FIND or such other party designated by FIND such other instruments, documents and matters as FIND may reasonably require.

(viii) reimbursement of costs associated with the redesign of the BV-24A Site, described above in Section 13.

(b) At Closing, FIND shall:

(i) deliver to COUNTY a Florida form of special warranty deed in form and substance satisfactory to COUNTY and its counsel, conveying the FIND Parcel to COUNTY subject only to the COUNTY Permitted Exceptions; FIND shall not reserve any oil, gas, or mineral rights in the deed;

(ii) deliver to COUNTY possession of the FIND Parcel;

(iii) deliver to COUNTY a Non-Foreign Affidavit (i.e., FIRPTA Affidavit) in form and substance satisfactory to COUNTY and its counsel;

(iv) deliver to COUNTY and the Title Insurance Company any and all executed affidavits and other documents necessary to delete all standard exceptions which can be deleted upon the delivery of such affidavits and documents in the Owner's Policy without specific reference in the Owner's Policy to any matter contemplated by said standard exceptions;

(v) deliver to COUNTY an affidavit executed by FIND and dated the Closing Date stating that: (1) there exists no condemnation of or similar proceeding with

respect to the FIND Parcel or any part thereof (or any threat of condemnation); (2) there exists no pending or threatened litigation involving the FIND Parcel (or any part thereof), FIND or this Agreement; and (3) the warranties and representations set forth in Paragraph 4 hereof remain true and correct as of the date of Closing;

(vi) deliver to COUNTY or such other party designated by COUNTY or otherwise provided for herein all other instruments, documents and other matters required to be delivered or furnished by FIND at Closing as elsewhere provided in this Agreement; and

(vii) deliver to COUNTY or such other party designated by COUNTY such other instruments, documents and matters as COUNTY may reasonably require.

Section 15. Brokers. Each party hereto represents unto to the other that there are no real estate brokers, mortgage brokers, sales persons, finders or any like party involved with respect to the transactions contemplated hereby and that no brokerage fees, finders' fees, broker's commissions or the like are and/or shall be due as a result of their respective executions of this Agreement or which will be due as a result of the Closing or any other matters contemplated hereby by virtue of their respective acts, inactions, conduct or otherwise. Each party hereto hereby agrees to indemnify and hold the other harmless from all losses, claims, damages, costs, expenses and liability arising out of any breach of such indemnifying party's representations and warranties as set forth above in this Section including, but not limited to, costs and attorneys' fees through all trial and appellate levels and post judgment proceedings and regardless of whether or not any action may be instituted.

Section 16. Condemnation. In the event of the commencement of any condemnation or eminent domain proceedings for any public or quasi-public purpose at any time prior to the Closing, resulting or which could result in the taking of all or any part of the Parcels, any party shall have the option of canceling this Agreement, in which event this Agreement shall be null, void and have no further force or effect and all parties hereto shall be released and relieved from any and all further liability and obligations hereunder. In the event that the parties agree not to cancel this Agreement and choose to close the transaction contemplated hereby, the transferor of the property thus affected shall assign to the transferee thereof any and all condemnation or eminent domain proceeds and the transferor's rights to

receive same. Each party agrees not to enter into any settlement of any condemnation proceedings or eminent domain proceedings involving any of the properties comprising the Parcels without the prior written consent of the other parties.

Section 17. Default. In the event of a default by any party under this Agreement, the non-defaulting party shall have available to it all rights and remedies under the laws of the State of Florida including, but not limited to, the right to specifically enforce this Agreement or to obtain damages as a result of such default.

Section 18. 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 COUNTY:	Brevard County Mike Knight, EEL Program Manager 91 East Drive Melbourne, Florida 32904
With copy to:	Office of the Brevard County Attorney Attn: Christine Lepore, Assistant County Attorney 2725 Judge Fran Jamieson Way, Bldg. C Viera, Florida 32940
If to FIND:	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. 1209 North Olive Avenue 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.

Section 19. Effective Date of Agreement. The date of this Agreement shall be the date the same has been last signed and/or initialed for final binding approval by all parties, with a fully executed duplicate original in the hands of the other parties. Said date shall be evidenced by the insertion of same in the introductory paragraph of this Agreement and is referred to herein as the "Effective Date."

Section 20. Waiver. No waiver of any rights or remedies hereunder by any party hereto shall be effective unless same shall be in writing executed by the party to be charged and any such waiver shall not be deemed to be a continuing or future waiver but shall be limited to the specific instance for which same was given.

Section 21. Governing Law, Venue and Attorneys' Fees. This Agreement and all matters related hereto shall be governed by the laws of the State of Florida and venue for any action or proceeding between the parties arising hereunder and/or in regard hereto shall be exclusively in Brevard County, Florida. In the event of any action or proceeding between the parties with respect to this Agreement or any document or instrument delivered in connection herewith, each party shall be responsible for its own attorney's fees and litigation costs.

Section 22. Successors. This Agreement shall be binding upon and inure to the benefit of all successors to and permitted assigns of the parties hereto.

Section 23. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, and all such counterparts shall for all purposes constitute a single instrument.

Section 24. Pronouns, Singular and Plural. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter and the singular shall be deemed to refer to the plural and vice versa, all as the context of usage shall require.

Section 25. Section Captions. Section and Exhibit titles or captions contained in this Agreement are inserted as a matter of convenience and for reference only and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

Section 26. Time of the Essence. Time is of the essence in this transaction and it may be extended only by written agreement by and between the parties hereto.

SECTION 27. Weekends and Holidays. In the event any date for performance hereunder shall occur or any period hereunder shall expire on a Saturday, Sunday or legal holiday celebrated in the State of Florida, then the date for such performance or date of expiry shall be automatically extended until the next business day thereafter which is not a Saturday, Sunday or legal holiday celebrated in the State of Florida.

Section 28. Survival. All representations, warranties, covenants and other provisions of this Agreement shall survive Closing except to the extent provided herein to the contrary, if at all.

Section 29. No Presumption as to Drafting. The parties hereto acknowledge that they have extensively negotiated the terms and provisions hereof. Accordingly, the parties hereto intend and agree that this Agreement shall be construed without regard to any presumption, principle or other rule regarding construction of any or all terms and provisions against the party causing this Agreement to be drafted. Further, both parties hereto hereby waive, to the maximum extent permitted by law, all such aforesaid presumptions, principles and rules.

Section 30. Entire Agreement. This Agreement and all Exhibits and other attachments hereto, if any, embody the entire agreement and understanding of the parties hereto. This Agreement may not be changed, altered or modified except by an instrument in writing, signed by the party against whom the enforcement of any change, alteration or modification is sought.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first above written.

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Tyler Chappell, Chairman

**BOARD OF COMMISSIONERS OF BREVARD
COUNTY, FLORIDA**

Attest:

Scott Ellis, Clerk

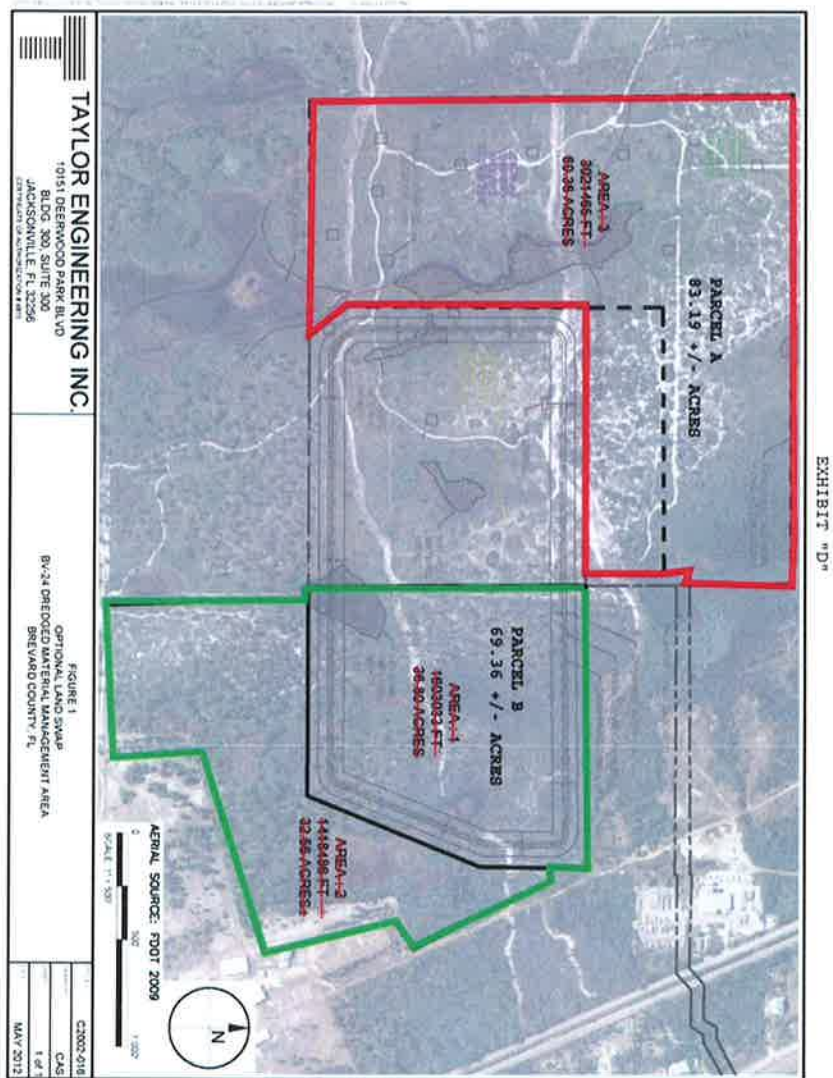
By: _____, Chairman

As Approved by the Board on _____.

Reviewed for form and legal content:

Christine Lepore
Assistant County Attorney

EXHIBIT "A"





TAYLOR ENGINEERING, INC.

Delivering Leading-Edge Solutions

February 27, 2013

Mr. David Roach
Executive Director
Florida Inland Navigation District
1314 Marcinski Rd
Jupiter, FL 33477

RE: BV-24A Phase II Documentation
Scope of Professional Engineering Services

Mr. Roach:

Per your request, we have enclosed a Scope of Work (Attachment A) and Cost Proposal (Attachment B) for engineering services required to generate the BV-24A Phase II Documentation. As detailed in the enclosed documents, originally submitted August 2009, our proposed services include preparatory documentation, an evaluation of existing site conditions, preliminary design and analysis, and reporting (i.e., Site Management Plan, Engineering Narrative, and Cost Report) for the BV-24A site.

Taylor Engineering will perform these services on a cost-plus basis, for a total cost not-to-exceed fee of \$167,831.75. Of this amount, \$89,034.00 represents the proposed fee for our surveying (\$59,114.00) and environmental (\$29,920.00) sub-consultants. Attachments C and D provide the individual Scope of Services and Cost Proposals for our selected sub-consultants. Notably, the cost of the scrub jay survey has increased from our 2009 proposal. The sub-consultant we intended to retain had existing data that we could apply to this project. Pursuant to agency criteria, that data is now outdated. In addition, we have been unable to contact that consultant. For these reasons and their special expertise dealing with scrub jays, we have chosen Normandeau Associates for this work.

Please contact me with any questions you have regarding this effort. We can begin work upon your notice to proceed.

Sincerely,

John Adams, P.E.
Senior Advisor, Waterfront Engineering

Attachments (4)

**SCOPE OF PROFESSIONAL ENGINEERING SERVICES
BV-24A PHASE II DOCUMENTATION
BREVARD COUNTY, FLORIDA**

INTRODUCTION

The 119.5-acre BV-24 Florida Inland Navigation District (FIND) site lies within Brevard County's Florida Forever Project boundary. In 1998 the U.S. Fish and Wildlife Service (USFWS) identified the FIND property as critical scrub jay habitat. Subsequently, the USFWS recommended that Brevard County exchange the BV-24 property with adjacent parcels, including portions lying within Environmentally Endangered Lands (EEL) boundary, to preserve the critical habitat area.

FIND obtained the USFWS permit in 1997 and completed the Phase II documents in 1992 necessary to prepare and submit a dredged material management area (DMMA) permit application for BV-24. Given the pending exchange, the FIND requested Taylor Engineering to prepare the following proposal to evaluate the resulting ± 117 -acre parcel (now known as BV-24A) and update the Phase II documents. This proposal describes the Scope of Work associated with updating the Phase II documents for the BV-24A site.

EXCLUSIONS

The Scope of Work excludes the following:

1. An on-site geotechnical field investigation;
2. A formal delineation of jurisdictional wetland boundaries;
3. Analysis of the four elements required as part of the Draft June 2007 FDEP ERP *Engineering Review Criteria/Information Needs for Dredged Material Management Areas* memorandum;
4. Final permit drawings (requires the completion of exclusions No. 1 – 3 listed above); and,
5. Final engineering design or other similar plans, engineering specifications, and all permit-related application fees.

TASK 1 PREPARATORY DOCUMENTATION

This task includes collection of information and authorizations to facilitate the detailed documentation of site conditions and facilities design in Task 3. Task efforts also include documentation of public record information concerning land use and zoning restrictions, taxes and assessed values, easements, and property ownership.

1.1 Public Information

Taylor Engineering will review Brevard County tax rolls and related public records to verify and update site ownership and tax information including parcel size, boundaries, and assessed value for the BV-24A site. We will provide this information to the FIND at the earliest possible date to facilitate the FIND obtaining written permission from all relevant property owners for site access, survey work, field testing, and data collection.

1.2 Zoning

Taylor Engineering will verify and update existing zoning classification and permitted uses under that classification for the BV-24A site.

1.3 Other Site Encumbrances

We will identify other possible restrictions that may limit use of the site (for eventual permitting and construction of a DMMA) such as local or regional planning constraints, rights-of-way, easements, adjacent property constraints, or potential damages to adjacent properties.

1.4 Site Reconfiguration

We will modify expected preliminary site boundaries within the BV-24A property boundary to achieve a balance between the desired storage capacity, minimum buffer requirements, and minimization of impacts to natural resources. Taylor Engineering will eliminate unusable or unnecessary acreage and recommend the anticipated BV-24A DMMA site configuration for a boundary survey (Task 2.1).

TASK 2 EVALUATE EXISTING SITE CONDITIONS

This task involves collection of existing site conditions data necessary for preliminary engineering design and permitting of the BV-24A site.

2.1 Boundary and Topographic Survey

Morgan & Eklund, Inc., under subcontract to Taylor Engineering, will perform a boundary and topographic survey for the BV-24A site. The boundary survey will establish the legal description for the entire ± 117 -acre BV-24A area, including the portion that intersects the FIND pipeline easement. For the topographic survey, we will focus only on the ± 84 -acre area within the expected placement area of the BV-24A DMMA. Morgan & Eklund will perform the topographic survey at a 100-ft grid density. Both surveys will meet the necessary requirements to support legal and engineering actions required to acquire, permit, and develop the site as a DMMA. Morgan & Eklund will provide horizontal and vertical control of the data in the Florida State Plane NAVD 88 coordinate system.

2.2 Environmental Surveys

This subtask includes an environmental field survey and desktop analyses necessary to develop an Environmental Site Documentation Report and Phase I Environmental Site Assessment (ESA) for the BV-24A site.

2.2.1 Environmental Site Documentation

The Environmental Site Documentation Report will include (1) aerial photo-interpretation of wetlands and field verification of wetland locations and boundaries; (2) review of readily available literature concerning habitats and listed species in the project area; (3) documentation of existing vegetation communities and collection of on-site animal species observations, including endangered or threatened species, and pertinent habitat information; and, a (4) summary of the scrub-jay survey findings and resulting discussion with the USFWS staff.

2.2.1.1 Wetland Community Evaluation

Taylor Engineering biologists will photo-interpret wetland communities from aerial photographs. Biologists will field-verify dominant wetland community photographic signatures. Site wetlands likely include wet prairies, which expand and contract significantly with changing rainfall patterns. An examination of historic photographs will help assess the potential extent of the wetlands should an extended (i.e., multi-year) period of higher than average rainfall ensue before project design and permitting. Additionally, examination of historic photographs may identify small pocket wetlands not easily visible in a single aerial photograph.

Based on this assessment of historical photographs, Taylor Engineering environmental staff will ground-truth wetland boundaries in the field; verify the location of smaller, less obvious wetlands identified by aerial mapping; and perform a grid-based survey of the entire site to locate and map small pockets of wetland communities. The ground-truth effort will focus on identifying conservative wetland boundaries to develop a “worst case” estimate of wetland extent on the BV-24A property.

2.2.1.2 Land Use/Land Cover Classification

Taylor Engineering will classify land uses and ecological habitats (land cover) within the BV-24A area in accord with the Florida Land Use, Cover and Forms Classification System (FLUCFCS) (FDOT, 1999). We will draw from FLUCFCS data from the South Florida Water Management District as baseline data and will use field observation data to update the land use/land cover classifications and boundaries when necessary. If updates are warranted, we will transfer revised FLUCFCS boundaries and classifications to a Geographic Information Systems (GIS) database to produce an updated land use/land cover classification shape file and exhibit.

2.2.1.3 Listed Species Surveys

Taylor Engineering will estimate the likelihood of listed species occurrence within the BV-24A area by applying GIS database queries, Florida Fish and Wildlife Conservation Commission (FFWCC) data, literature review, and a field survey to identify suitable listed species habitat in the project area. Taylor Engineering will combine the habitat suitability results with Brevard County-specific listed species information obtained from the Florida Natural Areas Inventory (FNAI) and FFWCC databases.

Taylor Engineering will list the reported occurrences and relative abundances (if available) of species considered endangered, threatened, or listed as a species of special concern within the BV-24A area. Listed plant species will include those plants listed by the USFWS under Title 50, Part 17 of the Code of Federal Regulations (50 CFR 17), or by the Florida Department of Agriculture and Consumer Services (FDACS) as endangered, threatened, of special concern, or commercially exploited. Listed animal species include those animals classified as endangered, threatened, or of special concern by the USFWS under 50 CFR 11-12, or by the FFWCC under Chapter 68-27, F.A.C.

As part of the fieldwork efforts, Taylor Engineering biologists will conduct a reconnaissance-level listed flora and fauna species survey within the BV-24A area. They

will record the presence of listed species based on sight, call, burrow, nest, track, scat, and probable habitat, in accord with standard FFWCC methodologies. They will mark on an aerial photograph the general locations of any listed species observed during fieldwork and if feasible record these locations with a DGPS unit.

2.2.1.4 Scrub Jay Survey

Taylor Engineering will subcontract the services of Normandeau Associates to provide GIS-based maps of the scrub jay territories in the BV-24A area. Following the prescribed methods of the USFWS scrub-jay survey guidelines, Normandeau Associates staff will perform both habitat and scrub jay population mapping of the ± 117 acre (property) + 3.5 acre (easement) areas specific to the area of the proposed DMMA construction). If Normandeau's results show scrub jay territories within the proposed construction footprint, Taylor Engineering will lead a teleconference discussion with USFWS and FWC staff to discuss this finding and its potential effect (impact and mitigation) on site construction issues.

2.2.1.5 Report

Taylor Engineering will provide an overall Environmental Site Documentation Report detailing results of Subtasks 2.2.1.1 – 2.2.1.4. The report will discuss the methodology, data sources, field surveys, and findings of surveys in a format suitable for submittal to the FDEP and USACE. The report will include an evaluation of the differences in the environmental resources identified for the current FIND BV-24 property and those identified within the BV-24A boundary.

2.2.2 Phase I Environmental Site Assessment

2.2.2.1 Review of Historical Use and Property Records

We will review reasonably ascertainable background and historical information such as aerial photographs, topographic maps, city directories, fire insurance maps, geologic and hydrogeologic information, geotechnical reports, or other historical sources to identify past uses or occupancies of each property composing BV-24A. We will also review our files for boundary surveys, legal description, and recorded land title records of each property.

We will obtain local, state, and federal environmental regulatory records, lists, or other readily available sources that would help determine the potential for past or present environmental concerns at each site. We will review reasonably ascertainable Standard Environmental Record Sources in the ASTM standard.

2.2.2.2 Field Investigation and Interviews

One of our professionals experienced in similar environmental site assessments will conduct a site visit of each property. Our representative will look for apparent surface indications of past or present waste handling or storage activities, underground storage tanks, waste burial conditions, unusual surface conditions, or stressed vegetative growth.

SCOPE OF PROFESSIONAL ENGINEERING SERVICES
BV-24A PHASE II DOCUMENTATION
BREVARD COUNTY, FLORIDA

ATTACHMENT A

We will inspect areas around each site to verify the location of any listed solid waste, hazardous waste, or petroleum facility to help determine whether nearby land use activities represent potential environmental concerns to the BV-24A site.

Lastly, we will interview available past and present owners of each property to gain their knowledge of site activities and operations which currently or in the past may have affected the environmental conditions of each site.

2.2.2.3 Report

On completion of Subtasks 2.3.2.1 and 2.3.2.2, we will prepare a final ESA report. The report will include documentation to support the findings, opinions, and conclusions presented in the report. The report will also include a list of referenced sources and credentials of the environmental professionals involved in the assessment. If required, the report will include recommendations for additional assessment services.

TASK 3 PRELIMINARY DESIGN AND ANALYSIS

Taylor Engineering will design the preliminary DMMA site layout and perform associated volume calculations for the overall site plan. Based on the updated information noted in Task 2, we will develop the project site plan consistent with the site's Phase II preliminary design as well as environmental and buffer requirements. In addition to the central containment basin, the site plan will include access ramp locations, ingress/egress points, and access road locations. We will construct a detailed 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).

We will prepare preliminary permit-level drawings for the various site elements. If appropriate, the drawings will include photo-based sheets depicting the project areas. We will obtain existing aerial photography for this purpose. These drawings will provide plan, cross section, and detail views of the proposed DMMA and its return water control structure as well as any necessary seepage, drainage, and erosion control features.

TASK 4 UPDATE ORIGINAL REPORT DOCUMENTATION

Under this subtask, we will update the existing 1992 BV-24 Management Plan, Engineering Narrative, and Opinion of Probable Cost to current operation and maintenance design standards for the BV-24A site.

4.1 Site Management Plan

Taylor Engineering will update the previous 1992 BV-24 Site Management Plan for the revised site placement and design of the BV-24A site. Major design features will include the design and analysis of pre-dredging site preparation and major design features, operation considerations during dredging, and post-dredging site management.

4.2 Engineering Narrative

Based on the updated Site Management Plan for the BV-24A site, we will update the Engineering Narrative for eventual incorporation into the BV-24A permit application package.

SCOPE OF PROFESSIONAL ENGINEERING SERVICES
BV-24A PHASE II DOCUMENTATION
BREVARD COUNTY, FLORIDA

ATTACHMENT A

4.3 Cost Report

This subtask involves the update of the 1992 BV-24 cost report. An evaluation of the opinion of probable cost for BV-24A site will include costs related to site improvement, operation, and maintenance.

DOCUMENTS AND DELIVERABLES

Based on the completion of Tasks 1 – 4, Taylor Engineering will prepare and submit the following project documents for the BV-24A site:

- A. Site boundary and topographic survey with legal description
- B. Environmental Documentation Report
- C. Phase I Site Environmental Assessment Report
- D. Preliminary Permit-Level Drawings
- E. Site Management Plan
- F. Engineering Narrative
- G. Cost Report

ATTACHMENT B

TAYLOR ENGINEERING, INC.
COST SUMMARY BY TASK
P2009-118 / P2013-023: BV-24A PHASE II DOCUMENTATION

TASK 1: PREPARATORY DOCUMENTATION

<i>Labor</i>	<i>Hours</i>	<i>Cost</i>	<i>Task Totals</i>
Senior Advisor	2.00	354.00	
Senior Professional	4.00	516.00	
Staff Professional	16.00	1,376.00	
Senior Technician	8.00	720.00	
Total Man-Hours	30.00		
Labor Cost			2,966.00
<i>Total Task 1</i>			2,966.00

TASK 2: EVALUATE EXISTING SITE CONDITIONS

<i>Labor</i>	<i>Hours</i>	<i>Cost</i>	<i>Task Totals</i>
Senior Advisor	4.00	708.00	
Director	14.50	2,233.00	
Senior Professional	110.00	14,190.00	
Staff Professional	162.00	13,932.00	
Technical Editor	10.00	990.00	
Senior Technician	4.00	360.00	
Staff Technician	8.00	520.00	
Administrative Support	10.00	560.00	
Total Man-Hours	322.50		
Labor Cost			33,493.00

<i>Non-Labor</i>	<i>Units</i>	<i>Cost</i>
2.1 Boundary & Topo Survey	1.0	53,740.00
ENVIRONMENTAL SITE DOCUMENTATION	-	-
2.2.1.1 ATV rental and gas (per week)	2.0	600.00
2.2.1.1 GPS use rental (days)	5.0	500.00
Meals (2 people 5 days)	10.0	450.00
Hotel - 2 people 4 nights	8.0	800.00
Field Supplies	5.0	50.00
Vehicle gas (5 days)	50.0	125.00
ATV Trailer Rental (7 days-Uhaul)	7.0	192.50
2.2.1.4 Normandeau Scrub Jay Survey	1.0	27,200.00
2.2.1.4 Teleconference (1 hour)	1.0	300.00
2.2.2.1 Records Search (EDR)	1.0	175.00
Car Rental	2.0	170.00
Per Diem (2 people for 2 days)	4.0	140.00
Historical Map/Aerial Purchase	1.0	50.00

ATTACHMENT B

P2009-118 / P2013-023: BV-24A PHASE II DOCUMENTATION

Non-Labor Cost	84,492.50
Fee @ 10.0%	<u>8,449.25</u>
Total Non-Labor Cost	<u>92,941.75</u>
<i>Total Task 2</i>	<u>126,434.75</u>

TASK 3: PRELIMINARY DESIGN AND ANALYSIS

<i>Labor</i>	<i>Hours</i>	<i>Cost</i>	<i>Task Totals</i>
R. Bruce Taylor, Ph.D.	4.00	1,224.00	
Senior Advisor	5.00	885.00	
Senior Professional	36.00	4,644.00	
Staff Professional	88.00	7,568.00	
Senior Technician	60.00	5,400.00	
Total Man-Hours	193.00		
Labor Cost			<u>19,721.00</u>
<i>Total Task 3</i>			<u>\$ 19,721.00</u>

TASK 4: UPDATE ORIGINAL REPORT DOCUMENTATION

<i>Labor</i>	<i>Hours</i>	<i>Cost</i>	<i>Task Totals</i>
R. Bruce Taylor, Ph.D.	1.50	459.00	
Senior Advisor	5.00	885.00	
Senior Professional	36.00	4,644.00	
Staff Professional	124.00	10,664.00	
Technical Editor	14.00	1,386.00	
Administrative Support	12.00	672.00	
Total Man-Hours	192.50		
Labor Cost			<u>18,710.00</u>
<i>Total Task 4</i>			<u>\$ 18,710.00</u>

Project Total \$ 167,831.75



25 Nashua Road
 Bedford, New Hampshire 03110
 Tel (603) 472-5191 Fax (603) 472-7052
www.normandeau.com

13 February 2013

Dr. David Stites
 Taylor Engineering, Inc.
 10151 Deerwood Park Blvd.
 Bldg. 300, Suite 300
 Jacksonville, FL 32256

Re: Brevard County Scrub-jay Survey

Dear Dr. Stites,

Normandeau Associates, Inc. appreciates the opportunity to propose on completing this Scrub-jay assessment in Brevard County. The project will be led by Adam Kent, MS, a senior ornithologist and the former Florida Scrub-jay coordinator for the FFWCC.

Normandeau will be able to complete the project for a not to exceed amount of \$27,200.

Task 1: Habitat Mapping- \$4,700

Task 2: Scrub Jay Population Mapping- \$15,100

Task 3: Final Products Development- \$7,400

We will map habitat within BV-24A property the property using a minimum 0.1 acre mapping unit, following methods described by Breininger et al. (2006). In addition to analysis of aerial imagery that will be conducted before the scrub-jay surveys, we will conduct a limited on-site ground evaluation of habitat types in the afternoons after jay surveys have finished for the day.

We conservatively estimate 60 scrub-jay survey points within the BV-24A property. We estimate 15 minutes to complete each point including travel time between points which equates to 3 field staff being needed to complete all the points in the morning per the prescribed methods. We plan to follow the [USFWS Florida Scrub-Jay Survey Guidelines](#), which stipulates that each point be surveyed 5 times. If after being awarded the project, we determine through consultation with you Taylor Engineering, the Client, or USFWS that less than 60 points are needed to be surveyed or that the USFWS Guidelines don't need to be strictly adhered to, we will be able to reduce the overall budget. Our cost proposal assumes that all the field work is completed over a consecutive 6 day period. In addition, our scope does not include any in-person meetings with Taylor Engineering, the Client, or the USFWS other than what might occur onsite during the field work.

At the conclusion of the project, we will provide the following 2 products both in paper format and on CD:

1. A final report containing a Methods section summarizing mapping and fieldwork methods as well as a table with a total scrub-jay population estimate for the site, including number of scrub-jay

Bedford, NH (Corporate)

North Haven, CT
 Lewes, DE
 Gainesville, FL
 Falmouth, ME

Falmouth, MA
 Hampton, NH
 Portsmouth, NH
 Westmoreland, NH

Haverstraw, NY
 Oswego, NY
 Drumore, PA
 Stowe, PA

Aiken, SC
 Moncks Corner, SC
 Whitingham, VT

Stevenson, WA
 Vancouver, WA
 E. Wenatchee, WA

ATTACHMENT C

Normandeau Associates, Inc.

family groups and number of birds per group. This table will be linked to shapefiles showing locations of scrub-jay family groups.

2. ESRI software format shapefiles with metadata file providing source spatial, tabular, and projection information for the following habitat types for the BV-24A area:
 - o Oak scrub (>50% scrub oak cover).
 - o Oak-palmetto scrub (30-49% scrub oak cover)
 - o Pine flatwoods (<30% scrub oak cover)
 - o Ruderal
 - o Marsh

Subsequent to review of these two products by Taylor Engineering, Normandeau staff will address comments and provide a final report and shapefiles within 7 working days.

Regards,



Christian Newman, MS, MBA
Vice-President

Adam M. Kent Ornithologist/Ecologist

Adam Kent is an Ornithologist/Ecologist with Normandeau Associates with more than 20 years of professional experience. His background includes conducting a variety of bird surveys including for Florida Scrub-Jays and others. He has instructed on many ecological topics for diverse audiences, including lectures on Florida Scrub-Jay natural history and land management, and has written educational materials, bird management plans and risk assessments. He wrote "Scrub management guidelines for Peninsular Florida: using the scrub-jay as an umbrella species" in cooperation with the Florida Natural Areas Inventory while with the FWC.

With the Florida Fish and Wildlife Conservation Commission he worked as a wildlife biologist in various capacities including as the statewide Scrub-Jay Conservation Coordinator, with the State Wildlife Grants Program, on the development of the Great Florida Birding Trail, creating bird lists for wildlife management areas statewide and developing educational programs about birds.

When not working on a wide variety of environmental projects, Mr. Kent leads natural history tours throughout the Americas. Recordings he made in southern Mexico led to the description of a new species of bird.

SELECTED PROJECT EXPERIENCE

Coordinator of Scrub-Jay Conservation, Florida Fish and Wildlife Conservation Commission (2006-2008)—Censused and mapped territories of Florida Scrub-Jays throughout their range, including habitat mapping and vegetation characterization. Organized and led three scrub/upland working groups; Northeast, Southwest, and West Central Florida. Developed website for Scrub-Jay conservation. Wrote "Scrub Management Guidelines" and advised land managers on scrub management. Reviewed scrub-jay grant proposals and reports. Scrub-Jay Conservation Coordinator.

Least Tern nesting characterization, Florida, confidential client (2012)—wrote report on Least Tern nesting behavior and substrates. Project Ornithologist.

Inland Avian Predation Management Plan, Washington, US Army Corps of Engineers (2012)—Wrote Caspian Tern adaptive management plan. Participated in working group meetings with stakeholders and agencies to develop management plan for breeding seabirds. Lead Ornithologist.

Seabird Database, Atlantic Outer Continental Shelf, Bureau of Ocean Energy Management (BOEM), US Department of Interior (2012)—Designed database to assess the relative vulnerability of seabirds and other migratory birds to offshore renewable energy products. Project Ornithologist.

EDUCATION

M.S. 1995, Natural Resource Conservation, University of Florida
M.Ed. 1992, Social Studies Education, University of Florida
B.A. 1991, History, University of Florida

PROFESSIONAL EXPERIENCE

2012–Present Ornithologist/Ecologist, Normandeau Associates
2000–2011 Wildlife Biologist, Florida Fish and Wildlife Conservation Commission
1998–2006 Associate Environmental Consultant, Pandion Systems, Inc.
2000–2006 Independent environmental consultant for various projects (USA, Brazil)
2005 Professor Environmental Science, Santa Fe Community College
1997–1998 Instructor, RARE Center for Tropical Conservation (Mexico)
1996–1997 Teacher (Spanish), P.K. Yonge Laboratory School
1996 Co-leader of Florida Museum of Natural History expedition to Bolivia
1995 Instructor, Silver Springs
1993–1995 Instructor, Indiana University Tropical Biology course (Costa Rica)
1993 Naturalist, Rara Avis (Costa Rica)
1983–Present Natural history tour leader (USA, Canada, Central & South America)

PROFESSIONAL AFFILIATIONS

Florida Ornithological Society (President 2010–2012)
Alachua Audubon Society (Board member 2006–2012)
Society for the Conservation and Study of Caribbean Birds
Western Field Ornithologists

ATTACHMENT C

Environmental Sensitivity Analysis, all BOEM offshore planning areas, BOEM (2012)—Contributed to development of new method to assess environmental sensitivity (vulnerability and resilience) of seabirds for oil, gas and renewable energy activities. Project Ornithologist.

Avian Risk Assessment, three southeastern states, Wind Capital Group (2012)—Developed, compiled and authored avian risk assessments for all species of birds in several project areas. Project Ornithologist.

Avian Risk Assessment, Florida, Wind Capital Group (2012)—Developed and authored avian risk assessments for two species of birds and assisted in project data analyses. Project Ornithologist.

Acoustic/Thermographic Offshore Monitoring, US, BOEM (2012)—Contributed to design of bird monitoring system components, including information gathering and synthesis; technology development, testing, system characterization, and deployment; data gathering for offshore wind wildlife risk characterization; data analysis and interpretation. Project Ornithologist.

Bald Eagle Nest Monitoring, Louisiana and Alabama, Wind Capital Group (2012)—Conducted aerial searches for nesting Bald Eagles and assessed habitat suitability. Collected detailed data on potential nest tree structure and other habitat characteristics. Maintained data sheets and coordinated with local biologists on data collection and reporting. Project Manager.

Monk Parakeet Surveys, Florida, Florida Power and Light (2003-2004)—Conducted Monk Parakeet status assessments including searching for nests on transmission towers, distribution poles, and substations. Conducted analysis of nest abundance. Developed detailed report describing results. Project Ornithologist.

Grant Proposal Development and Review, Florida, Florida Fish and Wildlife Conservation Commission (2008–2011)—Sought and assisted with writing grants. Reviewed proposals and grant reports. Wildlife Legacy Biologist.

Support of various wildlife and biodiversity projects including Wildlife Conservation Prioritization and Recovery; and shorebird, upland, and climate change working groups; and species habitat management plans for the Florida Fish and Wildlife Conservation Commission (2008–2011)—Developed and lead, co-lead, or was member of Coastal Team, Shorebird Team, Nature Coast Shorebird Partnership, Upland Goal Team, and Climate Change working groups. Contributed to revising and implementing Florida's State Wildlife Action Plan; project lead on Salt Marsh Songbird Management Plan. Team member on team for evaluating Best Management Practices for biodiversity on agricultural lands. Monitored coastal and upland birds at Wildlife Management Areas, for example, conducted point counts at Hickory Mound WMA. Assisted with vegetation surveys. Wildlife Legacy Biologist.

Breeding Bird Surveys, U.S. Geological Survey (1993-present)—Conducted Breeding Bird Surveys in North Florida. Bird surveyor.

Tour leader for natural history trips for Alaska Wildland Adventures and other groups at sites from the Arctic to the southern South America, including; Canada, Costa Rica, Mexico, Peru, Spain, Chile and the United States. Trained new guides. Managed budgets. Responsible for trip logistics, transportation, contracted services. Conducted bird surveys and entered information in database during tours (1983–present).

Naturalist Training Workshops, Florida, Pandion Systems, Inc. (1998–2006)—Co-led naturalist training workshops, for The Nature Conservancy and other organizations. Associate Environmental Consultant.

Ecotourism consultant, Brazil, private client (2006)—Evaluated tourism potential (particularly for birds) of remote fishing lodge in Brazilian Amazon. Ecotourism consultant.

Marbled and Kittlitz's Murrelet Surveys, Alaska, US Fish and Wildlife Service (2005)—Surveyed for both species of murrelet by boat. Volunteer Bird Identification Expert.

ATTACHMENT C

Taught Environmental Science, Santa Fe Community College (2004) —Taught students of all ages on main campus. Professor.

Naturalist Guide Trainings, Baja California, Mexico, RARE Center for Tropical Conservation (1997–1998)—Taught guiding skills, natural history, shorebird identification, and English components of a naturalist guide training program. Coordinated remote community-based guide-training segments of course.

Ornithological Expedition to Bolivian Altiplano, Florida and Bolivia, Florida Museum of Natural History (1996)—Investigation of present and past avifauna of the region. Conducted censuses, mist netted, collected, and prepared study skins of birds, published paper on results. Expedition Co-leader.

Silver Springs Environmental Education Program. Silver Springs, Florida (1995)—Instructed and supervised within a zoo environment, developed educational material, created curricula for all ages. Instructor.

Evaluation of Interpretation, J. N. “Ding” Darling National Wildlife Refuge, Florida, US Fish and Wildlife Service (1995)—For Master’s Thesis, developed, administered and analyzed a survey that evaluated all ways the refuge presented information to the public. Studied environmental interpretation and recreational use of natural areas. Master’s Candidate.

Collections assistance in Ornithology Collection, Florida Museum of Natural History, Gainesville, Florida (1993–1995)—Catalogued bird skins and sounds and reference materials. Curatorial Assistant.

Indiana University Field Biology Program, Costa Rica, Indiana University (1993–1995)—Taught tropical biology course, organized group field activities, led workshops on ecological principles, provided plant and animal identification. Instructor.

Bird surveyor, University of Florida (1994–1995)—Surveys birds in logged and unlogged cypress domes. Bird surveyor.

Resident Naturalist at Rara Avis in Costa Rica. Managed lodge, developed interpretive programs, trained guides, led nature walks (June–August 1993).

Volunteer bird expert for ECOSFERA/Pronatura in Chiapas, Mexico (1992)—Conducted research on rare of wren. Made recording of wren’s song that led to elevation of wren to full species status. Lived in cloud forest reserve for two months and conducted censuses of birds.

In addition to the above position, worked as an independent Environmental Consultant or Independent Contractor for such organizations as:

Florida Fish and Wildlife Conservation Commission. Projects included conducting field surveys of birds and compiling bird lists for Wildlife Management Areas; identifying and evaluating important sites for the Great Florida Birding Trail; writing *Bird Detective: A Guide for Identification of Florida Birds*; and conducting Junior Birder activities both in classrooms and in the field with children ages 3 to 18 (2000–2006).

Center for Avian Conservation: Mapped Florida Scrub-Jay territories and documented jay behaviors (2001–2002).

Taylor County Tourism Development Board. Developed an inventory of birds at sites around the county and evaluated birding tourism potential at these sites (2001).

Florida State Park System. Monitored shorebird disturbances at a state park (2001) and presented bird identification and natural history classes to park personnel (2005–present).

SPECIAL TRAINING

Red Cross First Aid and CPR Certified (2012)

Florida Fish and Wildlife Conservation Commission Facilitator Trained (2010)
 Florida Teacher Certification Exam passed (1995)

SELECTED PRESENTATIONS

More than 100 presentations on bird identification (including shorebirds and other coastal birds), ecology and conservation, both in the US and abroad (1992-present).

Distribution, relative abundance, and prehistory of birds on the Taraco Peninsula, Bolivian altiplano (1996) in Spanish at National Museum in La Paz, Bolivia.

SELECTED PEER-REVIEWED ARTICLES AND PUBLICATIONS

Kent, A. M., and C. Kindell. 2009. Scrub management guidelines for Peninsular Florida: using the scrub-jay as an umbrella species. Florida Fish and Wildlife Conservation Commission.

Kent, A. M., T. Webber, and D. W. Steadman. 1999. Distribution, relative abundance, and prehistory of birds on the Taraco Peninsula, Bolivian altiplano. *Ornitología Neotropical*. 10:151–178.

Atkinson, P. W., M. J. Whittingham, H. G. De Silva G., A. M. Kent, and R. T. Maier. 1993. The taxonomic status of the genus *Hylorchilus* with notes on its ecology and conservation. *Bird Conservation International*. 3:75–85.

LANGUAGE PROFICIENCY AND INTERNATIONAL EXPERIENCE

Languages

English (first language)
 Spanish (fluent)
 Portuguese (conversational)
 Japanese (basic)

Countries in which research and/or other work performed

Bolivia
 Brazil
 Canada
 Chile
 Costa Rica
 Ecuador
 Mexico
 Peru
 USA



MORGAN & EKLUND, INC.
PROFESSIONAL SURVEY CONSULTANTS

ATTACHMENT D

February 18, 2013

Taylor Engineering, Inc.
ATTN: Ms. Lori Brownell, P.E
10151 Deerwood Park Blvd., Bldg. 300, Suite 300
Jacksonville, Florida 32256

**RE: Boundary and Topographic survey of Dredged Material Management Area BV-24A,
Brevard County, Florida**

Dear Lori:

Morgan & Eklund, Inc. is pleased to provide you with the following proposal to furnish professional survey services for the above-referenced project.

In accordance with the scope of work as provided, I estimate our costs to be as follows:

I. Boundary survey of 117 acre parcel as shown on the attached exhibit together with sketch of description for the remainder of Area 3

A. Field work

Chief Surveyor
4 hours @ \$135/hr..... \$ 540.00

Project Surveyor
20 hours @ \$75.00/hr..... \$ 1,500.00

Three Man Survey Crew
80 hours @ \$135/hr..... \$10,800.00

Trimble RTK
5 days @ \$450.00/day..... \$ 2,250.00
Total A..... \$15,090.00

B. Data reduction & plotting

Chief Surveyor
8 hours @ \$135/hr..... \$ 1,080.00

Project Surveyor
32 hours @ \$75.00/hr..... \$ 2,400.00

Taylor Engineering
February 18, 2013
Page (2)

ATTACHMENT D

Computer Technician
40 hours @ \$65/hr\$ 2,600.00
Total B.....\$ 6,080.00

Total Cost I A & B\$ 21,170.00

II. Topographic survey of 84 acre parcel for the Dredged Material Management Area (DMMA) as shown on the attachment exhibit

A. Field work

Chief Surveyor
8 hours @ \$135/hr\$ 1,080.00

Project Surveyor
40 hours @ \$75.00/hr\$ 3,000.00

Three Man Survey Crew
120 hours @ \$135/hr\$16,200.00

Trimble RTK
9 days @ \$450.00/day\$ 4,050.00
Total A\$ 24,330.00

B. Data reduction & plotting

Chief Surveyor
8 hours @ \$135/hr\$ 1,080.00

Project Surveyor
40 hours @ \$75.00/hr\$ 3,000.00

Computer Technician
64 hours @ \$65/hr\$ 4,160.00
Total B.....\$ 8,240.00

Total Cost II A & B\$ 32,570.00

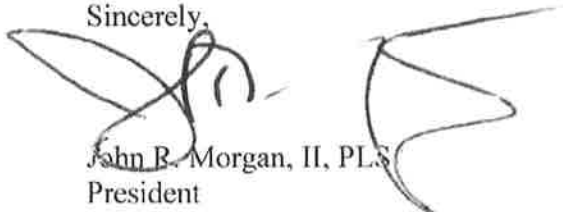
Total Cost I - II\$ 53,740.00

Taylor Engineering
February 18, 2013
Page (3)

ATTACHMENT D

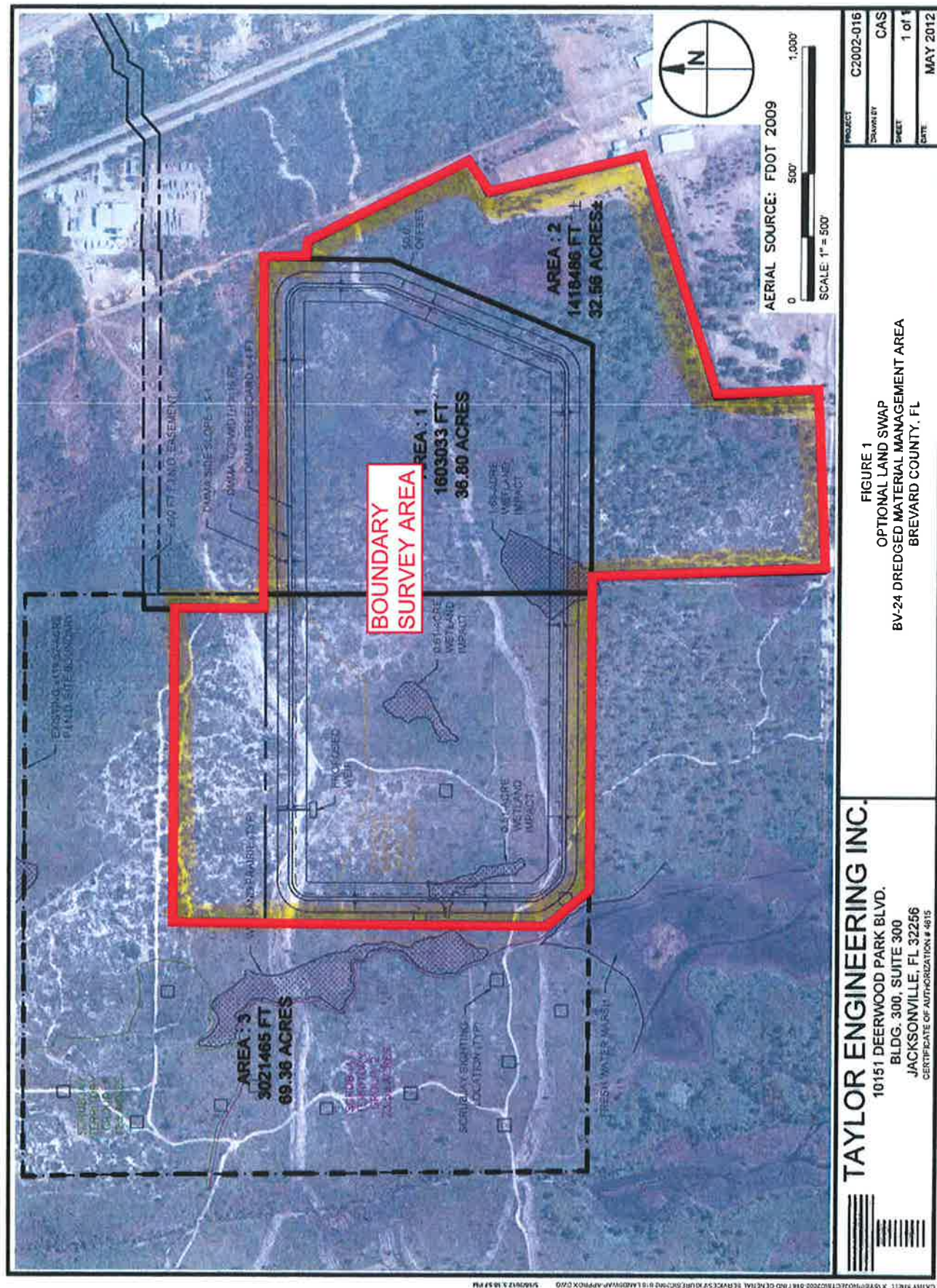
As always, Morgan & Eklund, Inc. appreciates this opportunity to work with you and the Florida Inland Navigation District on this project.

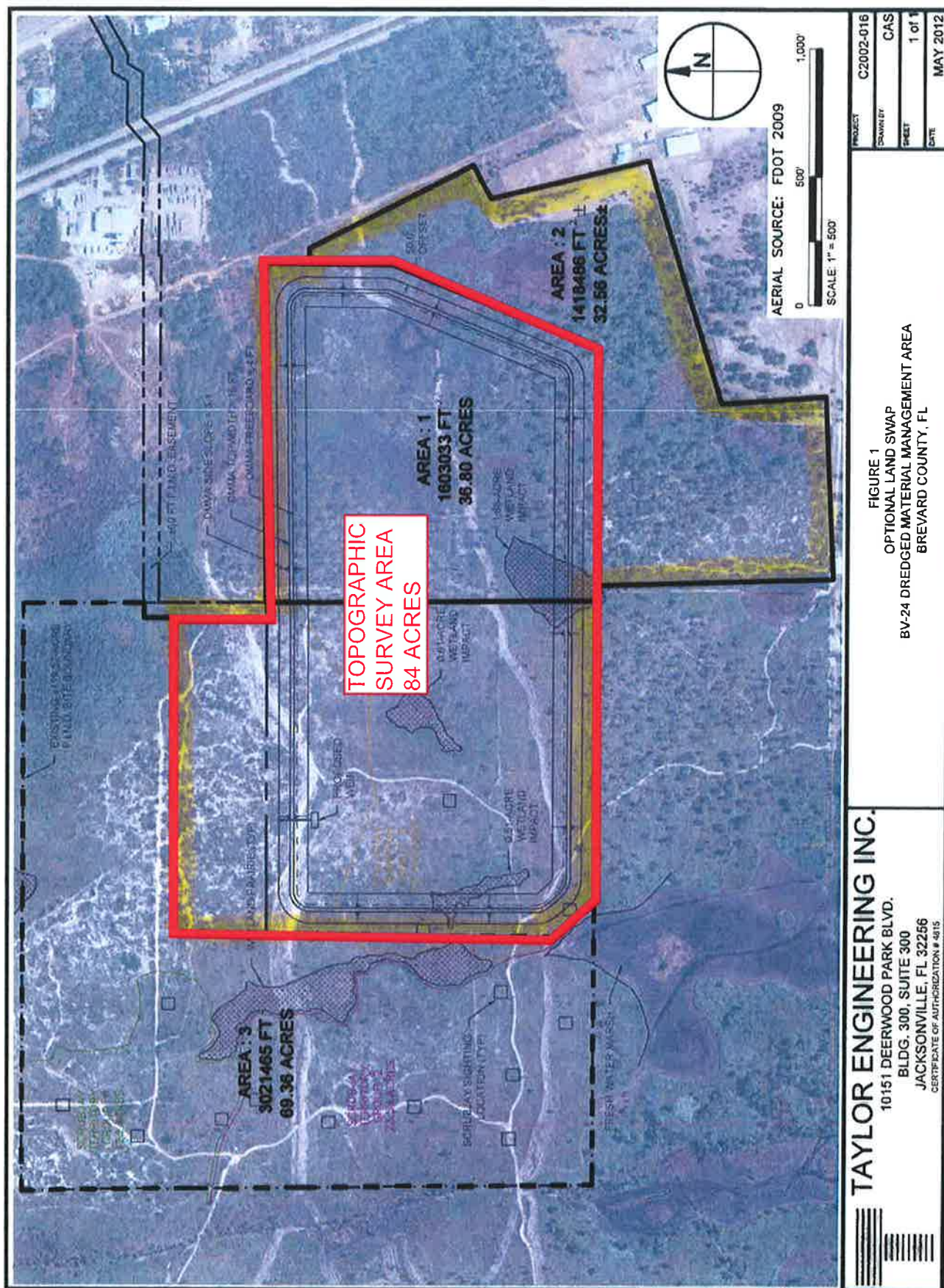
Sincerely,



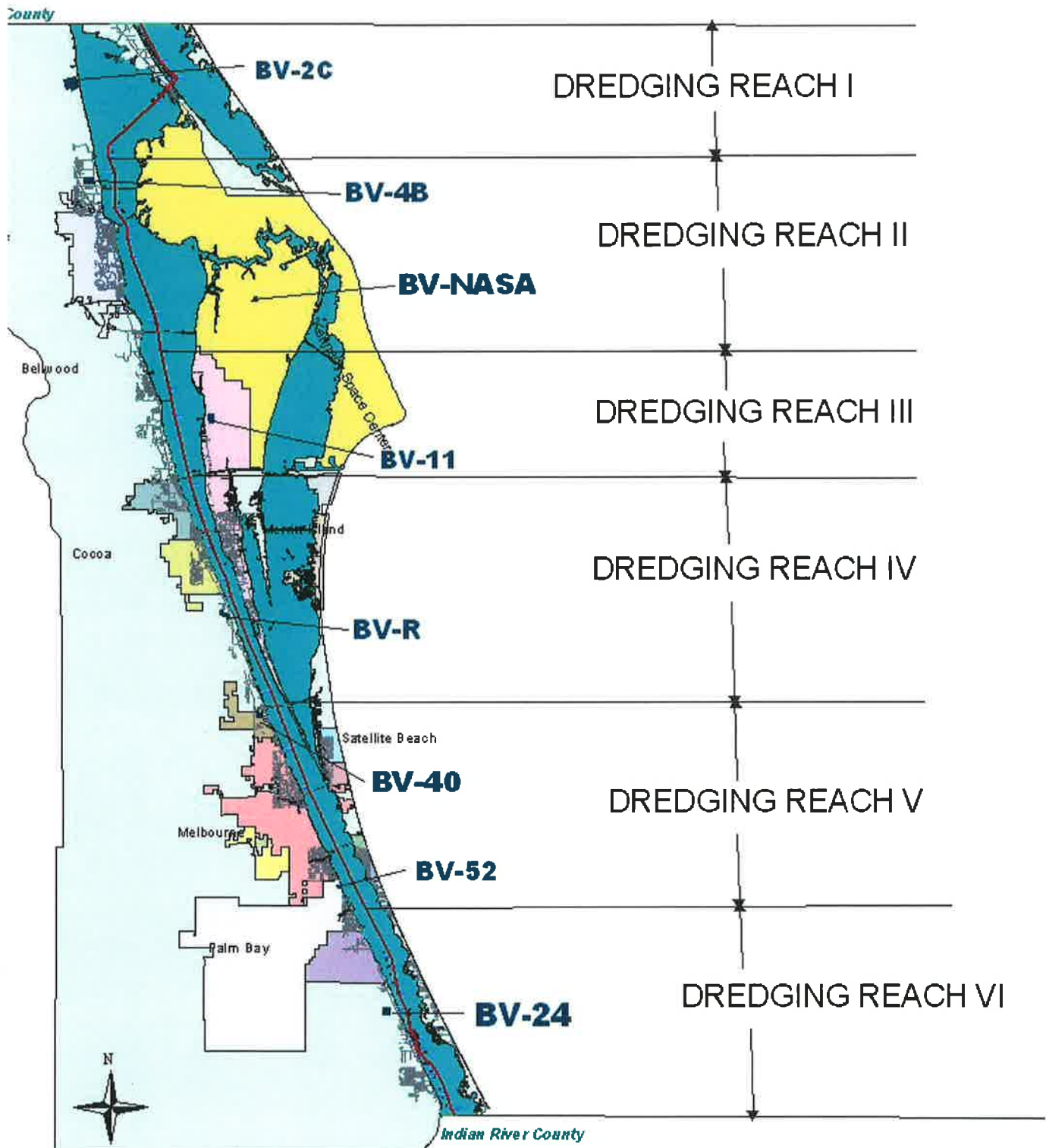
John B. Morgan, II, PLS
President

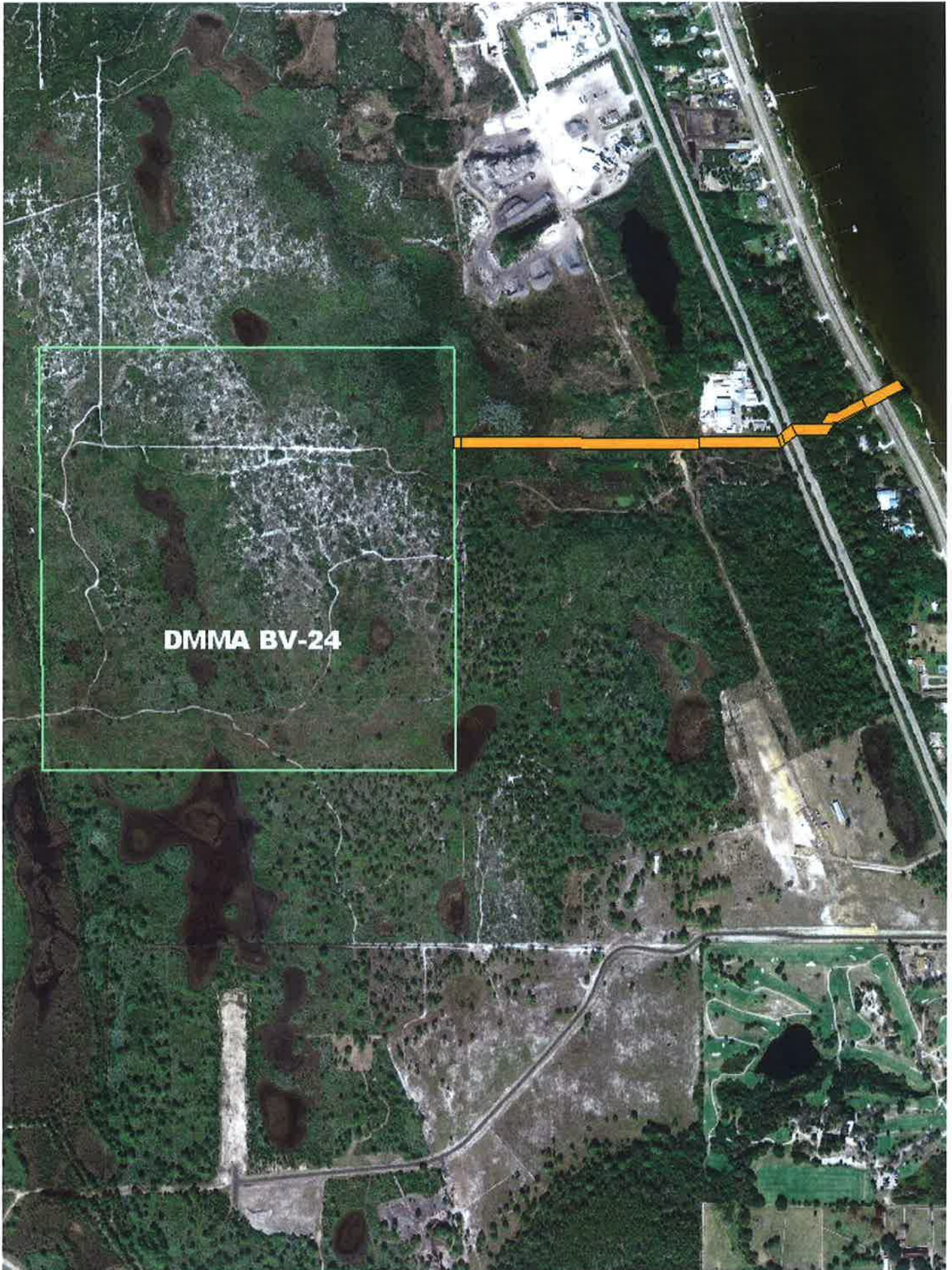
JRM:adf





Attachment 1
INTRACOASTAL WATERWAY
DREDGING REACHES AND
DREDGED MATERIAL MANAGEMENT AREAS
IN BREVARD COUNTY







BV-24

Old Dixie Hwy

7th St

1

© 2014 Google

Google

Imagery Date: 2/13/2014 27°56'40.61" N 80°32'37.69" W elev 22 ft eye a

1924 ft

1994



Natural Resources Management Department

2725 Judge Fran Jamleson Way
Building A, Room 219
Viera, Florida 32940

BOARD OF COUNTY COMMISSIONERS

November 18, 2014

Mr. Mark Crosley, Executive Director
Florida Inland Navigation District (FIND)
1314 Marcinski Road
Jupiter, FL 33477-9427

RE: Request for Use of FIND Dredge Material Management Area (DMMA) Site BV-52

Dear Mr. Crosley:

Brevard County is the recipient of a Florida Department of Environmental Protection (FDEP) Grant (No. S0714) entitled Brevard County Muck Dredging that is designed to reduce nutrient loadings to the Indian River Lagoon through the dredging of organic muck deposits that contain significant "legacy" nutrients. Brevard County and its consultant, Tetra Tech, Inc. are currently conducting a feasibility study for the dredging of the mouth of Turkey Creek at Palm Bay, Florida. Mr. Michael McGarry of our Natural Resources Management Department is managing the Turkey Creek Dredging Project on behalf of the County. The study includes evaluation of several alternative DMMA sites. However, due to its developed and available condition, BV-52 is likely to be the preferred DMMA site for this project.

Milestone requirements of the FDEP Grant require a fast-track schedule for design, permitting, and bidding of dredging project work. To meet this schedule, it is important for us to formally request the use of BV-52 at this time.

The proposed dredging project consists of the following:

- Hydraulic dredging of up to 350,000 cy of in-place muck deposits that exist between the mouth of Palm Bay at the Indian River Lagoon and the FEC Railroad Bridge, an area comprising about 45 acres;
- Two-phase dredging operation;
- Overall project schedule starting as early as February 2015 (subject to regulatory approvals) and planned for completion by April 2017;
- Dredged material dewatering at the BV-52 DMMA site; and,
- Removal of the dewatered dredged material for ultimate disposal at County landfill or alternate upland disposal site.

FIND DMMA Site BV-52
November 18, 2014
Page 2 of 2

Attachment A provides details of the proposed dredging project and dredged material disposition plan.

On October 16, 2014, Mr. McGarry met with your Field Projects Coordinator, Mr. Mark Tambllyn, to complete a preliminary review of the site's suitability for use. This review identified maintenance items that will need to be completed before the site can be used. These include:

1. Establishment of a pre-disposal chemical contaminant baseline sampling and testing program within the BV-52 containment basin;
2. Survey, permitting, and relocation of gopher tortoises whose burrows were observed on the site dikes;
3. Repair of the dikes at the gopher tortoise burrows; and,
4. Maintenance of the three discharge weirs.

Brevard County offers to complete this list of maintenance items as in-kind services in exchange for the use of BV-52 for the two year anticipated construction project duration.

We look forward to the opportunity to present this request to utilize BV-52 to the FIND Board at your December meeting. Should you have any questions on our requested use of the site, please do not hesitate to contact Mr. McGarry at (321) 633-2016 or via e-mail Mike.McGarry@brevardcounty.us,

Sincerely,



Ernest Brown
Director

ATTACHMENT A

TURKEY CREEK DREDGING PROJECT DESCRIPTION

Background

Brevard County is the recipient of a Florida Department of Environmental Protection (FDEP) Grant (No. S0714) entitled Brevard County Muck Dredging that is designed to reduce nutrient loadings to the Indian River Lagoon through the dredging of organic muck deposits that contain significant "legacy" nutrients. Brevard County and its consultant, Tetra Tech, Inc. are currently conducting a feasibility study for the dredging of the mouth of Turkey Creek at Palm Bay, Florida. Mr. Michael McGarry of the Brevard County Natural Resources Management office is managing the Turkey Creek Dredging Project on behalf of the County. The study includes evaluation of several alternative DMMA sites. However, due to its developed and available condition, BV-52 is likely to be the preferred DMMA site for this project.

Milestone requirements of the FDEP Grant require a fast-track schedule for design, permitting, and bidding of dredging project work. To meet this schedule, it is important to formally request the use of BV-52 at this time.

Project Location

The project area extends from the junction of Palm Bay and the Indian River Lagoon upstream including all of the area of Palm Bay up to the US Highway 1 Bridge and the portion of Turkey Creek between the US 1 Highway Bridge and the CSX Railroad Bridge. The overall project area consists of about 45 acres. Figure 1 shows the proposed project limits.

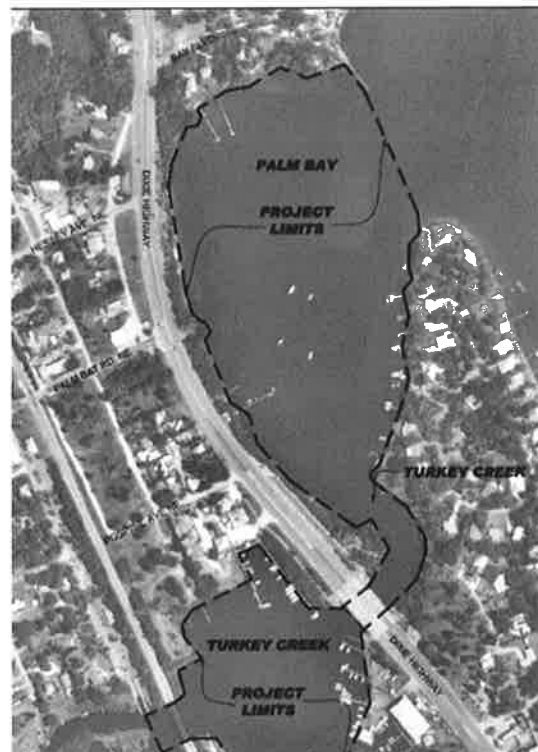


Figure 1 - Turkey Creek Dredging Project Area

Project Schedule

Milestone requirements of the FDEP Grant require a fast-track schedule for design, permitting, and bidding of dredging project work. The overall schedule will involve a start of dredging as early as February 2015, subject to securing the necessary regulatory approvals. The anticipated completion date is April 2017.

The project will be accomplished in two phases due to funding issues and designated dredging exclusion windows for manatee protection. About one-half of the estimated 350,000 cubic yards of sediment will be dredged in each annual phase of the project.

Sediment Volume

The feasibility study includes bathymetric surveying and sediment probing to estimate the thickness of the sediment deposit and the project team performed these tasks in September 2014. The project team used an automated hydrographic survey system consisting of a shallow draft launch equipped with a differential global positioning system (DGPS) and a survey-grade dual frequency sounder with a 200 kHz narrow beam transducer. The contours on the bathymetric survey chart are the values read by the high frequency transducer (200 kHz). High frequency soundings can detect sediments soft enough to be considered “fluid muds”. Signals from the lower frequency transducer (24 kHz) can penetrate deeper into the sediment layer, and *may* show sub-bottom layering.

The survey coordinates are in U. S. feet and tenths relative to the Florida State Plane Coordinate System East Zone (0901), Transverse Mercator Projection, North American Datum, 1983 (NAD 83) for horizontal positions and relative to the North American Vertical Datum, 1988 (NAVD 88) for vertical positions. Figure 2 shows the bathymetric survey mapping.

The survey shows generally deep water in the Turkey Creek area between the railroad bridge and the Dixie Highway Bridge. Except for nearshore areas, bottom elevations in the creek are generally at -9.0 ft NAVD 88 or lower. There are two deep holes near the bridges. The elevations in the hole just to the east of the railroad bridge extend to -17 ft NAVD 88. The elevations in the contour depression underneath the Dixie Highway Bridge extend to about -12.5 ft NAVD 88.

The channel section to the NE of the Dixie Highway Bridge is generally at elevation -10 ft NAVD 88. Moving N into the southern portion of Palm Bay, the bottom elevations generally run between -7 to -9 ft NAVD 88, except for a deeper channel area on the west side of the Bay that runs between elevations -10 ft to -12 ft NAVD 88. The northern portion of Palm Bay is shallow, with bottom elevations at -4 ft NAVD 88 or higher, except for a channel on the east side of the bay that displays water depths of -6 to -7 ft NAVD 88.



Figure 2 - Bathymetric Survey of Turkey Creek Project Area

The field survey program also included sub-bottom sediment probing to estimate the thickness of the sediment deposits throughout the Project area. Probing consisted of making spot measurements using a 25 ft long, ½ inch diameter aluminum pole pushed manually with moderate force through the sediment until refusal or limits of the rod were reached. Sediment probes at 40 spot locations within the Project area measured sediment thicknesses ranging between 4.6 to 12.4 feet.

Figure 3 provides the isopach mapping of the sediment deposit. The map contours are lines of constant thickness of the sediment deposit and are not related to elevations of either the top or bottom of the sediment deposit. Over the project area, much of the muck sediment thickness is in the range of 4-6 ft. There are two deep deposits of about 10 ft thick that are on the east and west sides of Palm Bay.

The analysis estimates that the total in-place volume of soft sediment within the Palm Bay/Turkey Creek Project area is approximately 341,600 cubic yards (cy). Approximately 259,600 cy (76% of the total deposit) of muck sediment are within Palm Bay. About 82,000 cy (34% of the total deposit) are within Turkey Lake between the U. S. Highway 1 Bridge and the CSX Railroad Bridge. Some reduction of the total dredging volume will occur after including appropriate setbacks from structures and exclusions of leased and privately owned submerged lands.

Sediment Characteristics

The project team collected sediment and water samples at five stations within the project area in early October. The samples have been sent to chemical and geotechnical laboratories for comprehensive sediment/water quality testing and physical/geotechnical testing. An initial round of results is expected by November 30, 2014.

Although we do not have details on the quality and character of the existing sediments, we do have data from a previous dredging operation conducted by SJRWMD in 2000-2001 in the same general location. This project dredged about 225,000 cy of Turkey Creek sediments. Sediment testing indicated that 42% of the material was classified as loose sand. About 18% of the sediment deposit was silt and clay, and the remaining components of the deposit consisted of water at about 35% and organics at about 5%.

We do not have data as to the chemical quality of the sediments dredged in 2000-2001. However, we understand that the dewatered dredged material was used beneficially in a marsh restoration project.

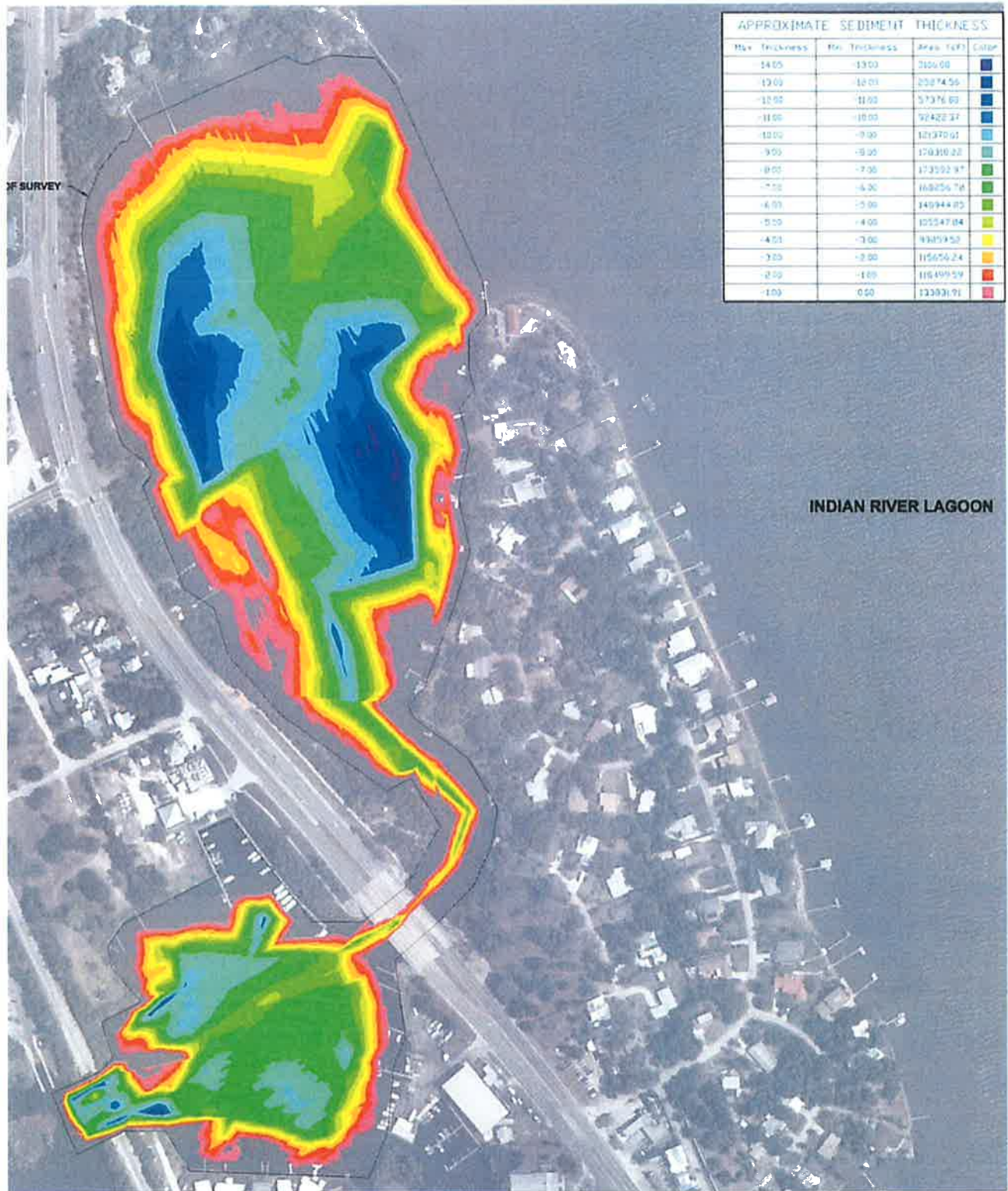


Figure 3 - Sediment Isopach Thickness Map

Dredging Operations

Dredging will be done using a small to medium sized hydraulic dredge (12 inches or smaller). The intent of the dredging plan is to remove the maximum practical amount of fine-grained sediment from the project area. The apparent natural bottom of the project area has significant undulations. The dredging plan is currently under development and will attempt to efficiently balance optimized sediment removal with simplicity of the planned dredge cut.

Dredged Material Handling and Disposition

The project proposes the use of FIND's DMMA BV-52 for handling and dewatering of the dredged material. Some environmental and maintenance items will need to be completed before the site can be used for the proposed dredging work. These include:

- Baseline soil chemical testing prior to the application of dredged material
- Gopher tortoise survey - Site visits suggest the presence of gopher tortoises on the BV-52 dikes. A gopher tortoise survey and the relocation of any gopher tortoises found there will be required before dredging
- Maintenance of the weir structures including replacement of missing weir boards

Brevard County will commit to completing of these items in exchange for the use of the site.

The dredge together with one booster pump should be sufficient to transfer the dredged material slurry from the Turkey Creek dredging site up to BV-52, a distance of about _____. We are investigating dredge pipeline routes. One of the routes is a water route out the mouth of Palm Bay and up along the western shore of the Indian River Lagoon to BV-52. As-built drawings indicate that a 24 in CMP was placed under US Highway 1 to provide direct access to the DMMA. We have not been able to confirm the presence of the access pipe sleeve during site visits to date.

A second pipeline route runs along the CSX Railroad right-of-way. This route provides a direct path between Turkey Creek and the SW corner of BV-52. The railroad route was used in the previous SJRWMD dredging project.

The dredged material slurry will enter the BV-52 containment area at its SW corner which is the point furthest away from the weir structures. We anticipate that the sand component of the slurry will separate out of the slurry close to the pipeline discharge point. The remaining slurry mixture of silt, clay and organic material will flow into the balance of the DMMA where the suspended material will settle under gravity and the water component will pond above the settled material. Weir operations during and after dredging will control the ponded water level so as to optimize settling of the silt/clay/organic fraction. The feasibility study program includes column settling and slurry consolidation testing that will enable the prediction of the

efficiency of the dewatering process. Results of the testing program will be provided as they become available.

Dredged Material Beneficial Use and Disposal

We estimate that roughly 50% of the in-place sediment may be fine sand based upon sediment testing from previous dredging operations in the Turkey Creek area. Actual values will be available after the geotechnical testing program is complete and these will be forwarded to FIND when they become available.

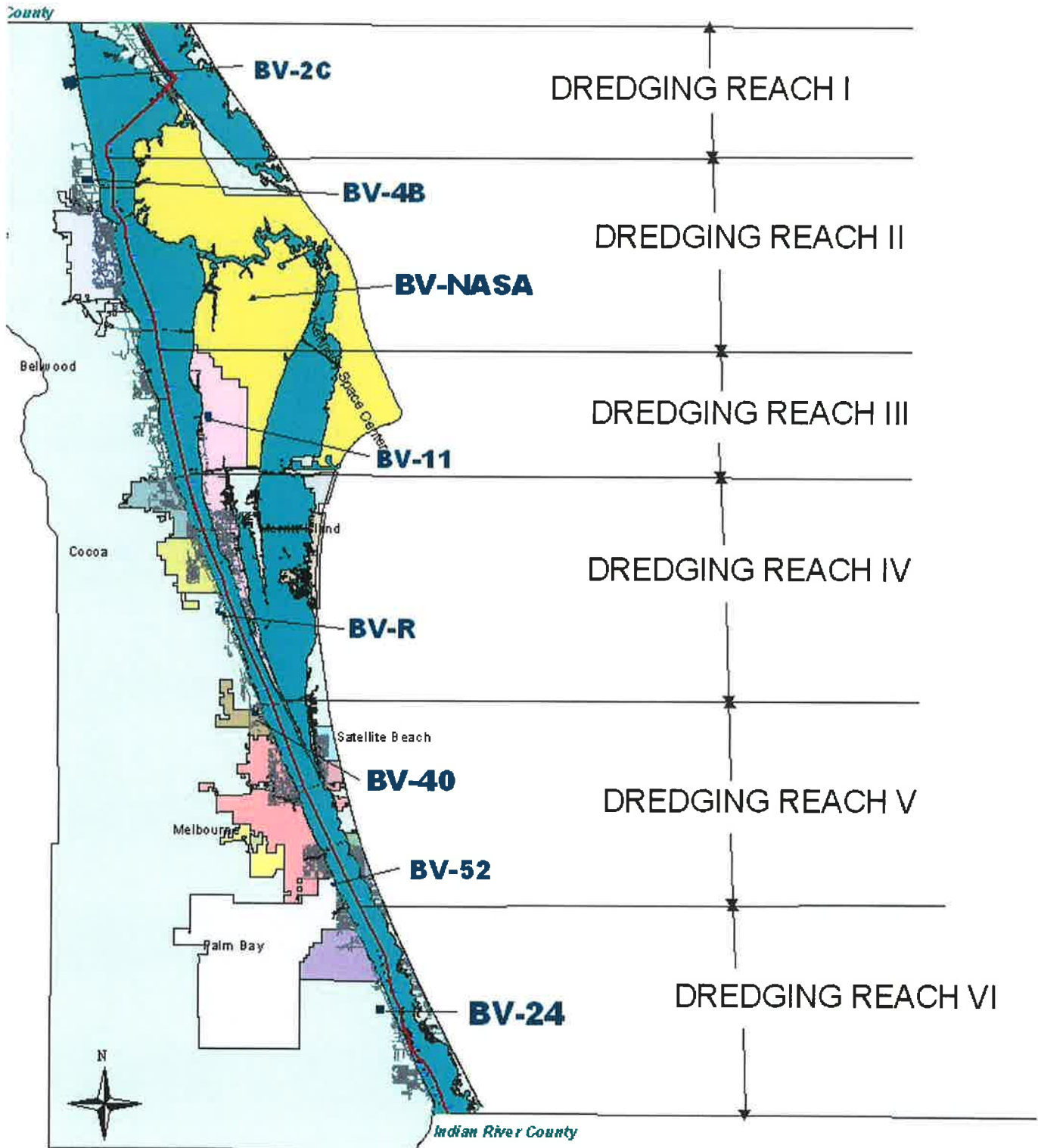
We anticipate that the sand may have beneficial uses. These include construction fill as well as benthic habitat creation and submerged slope stabilization uses within the proposed dredging area.

Chemical testing of the sediments is currently in progress and the results will be forwarded to FIND as they become available. The chemical quality of the sediments will determine the potential for application of the dredged material in the following general use classifications: 1) residential applications; 2) industrial/commercial applications and 3) landfill disposal. We anticipate based upon the previous Turkey Creek dredging event results that the dredged material will have some potential for beneficial use. Potential applications include:

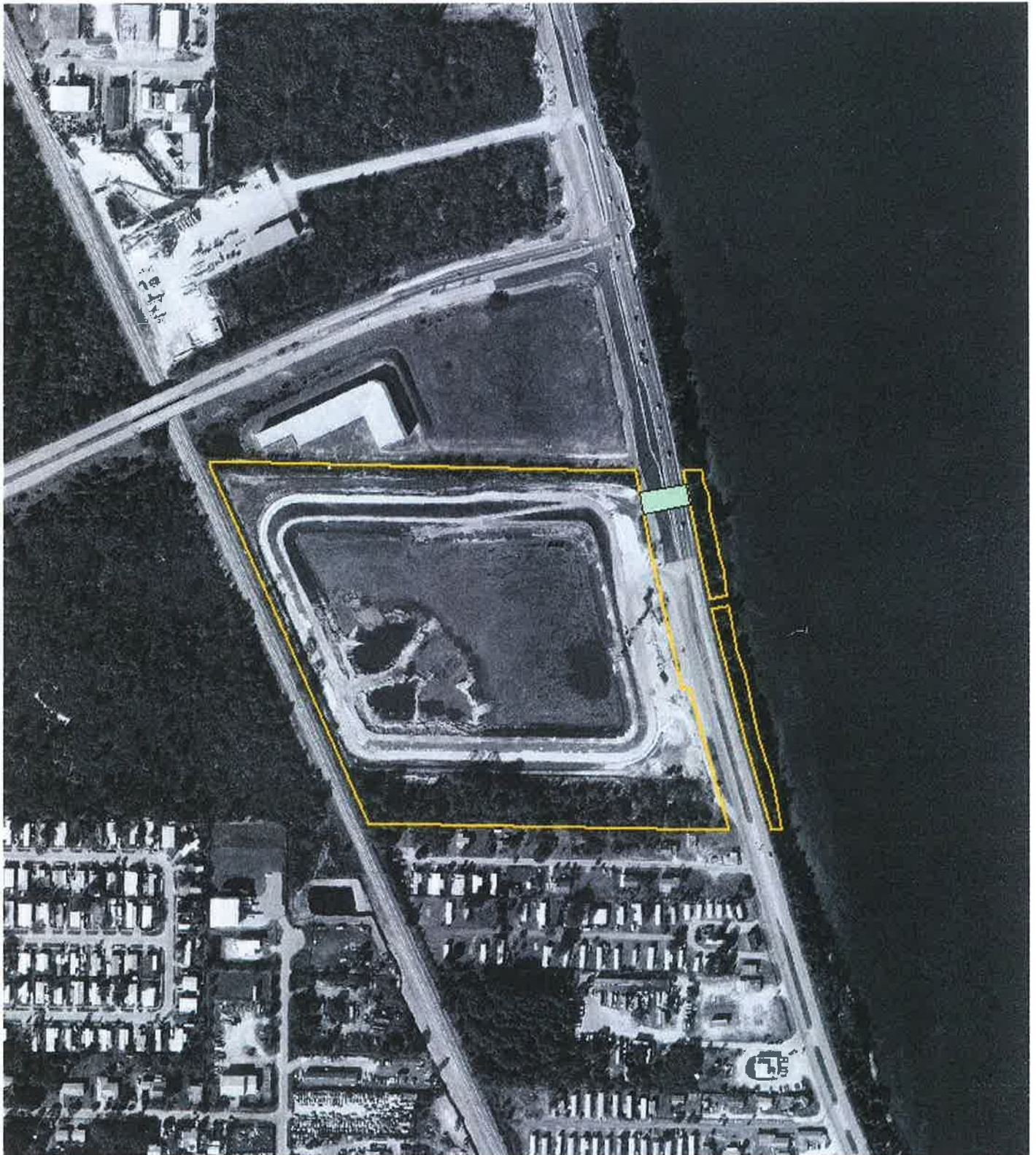
- Landfill daily cover
- Restoration project application at mine sites and other such impacted uses that have regulatory requirements to restore areas after operations are complete
- Soils for submerged aquatic vegetation and salt tolerant turf grass nursery operations





We will be investigating the beneficial use applications once the chemical testing results are available. If such beneficial use applications are not feasible either because the opportunity does not exist or the dredged material does not meet the quality criteria for such applications then the County will plan to remove the material from the DMMA and dispose of it in a landfill.

Attachment 1
INTRACOASTAL WATERWAY
DREDGING REACHES AND
DREDGED MATERIAL MANAGEMENT AREAS
IN BREVARD COUNTY

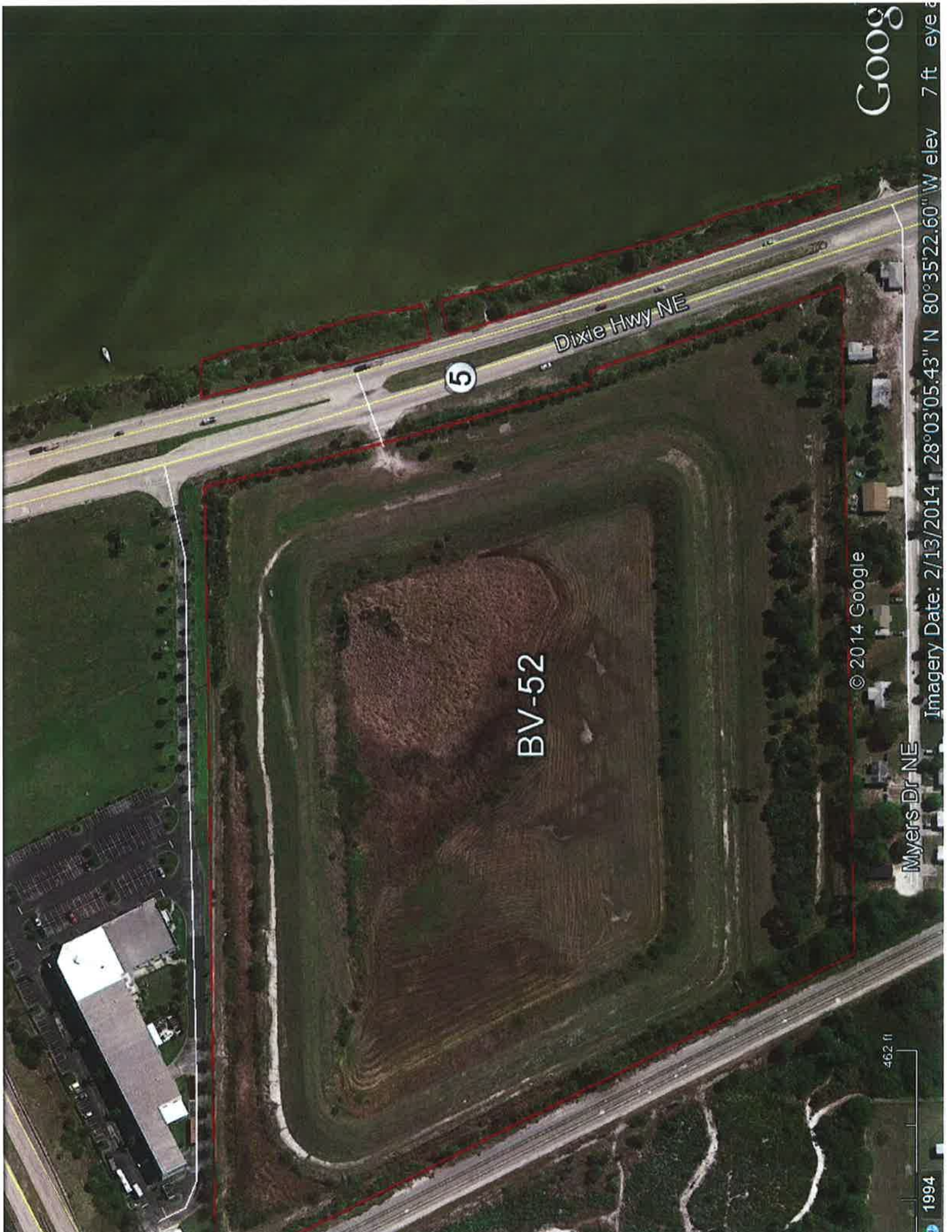


DMMA BV-52



-  FIND Easement
-  FIND Owned
-  Channel
-  ICW Right-of-Way





BV-52

Dixie Hwy NE

5

Myers Dr NE

462 ft

© 2014 Google

Google

1994

Imagery Date: 2/13/2014 28°03'05.43" N 80°35'22.60" W elev 7 ft eye a



FLORIDA INLAND NAVIGATION DISTRICT

To: FIND Commissioners, Staff
From: Mark Crosley, Executive Director
Date: October 4, 2014
Subject: Commercial/Industrial Access Options

COMMISSIONERS

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J. CARL BLOW VICE-CHAIR

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NASSAU COUNTY

MARK T. CROSLEY

EXECUTIVE DIRECTOR

JANET ZIMMERMAN

ASSISTANT EXECUTIVE
DIRECTOR

At our meeting on September 13, 2014, the Board requested staff examine the current District policies on the use of our Dredged Material Management Areas (DMMAs), as well as our current policies on the establishment of commercial/industrial access nodes along the waterway.

The District has periodically allowed the use of our DMMAs, particularly by other government agencies for support of beneficial public dredging projects, such as the use of DMMA BV-52 in Palm Bay (Brevard County) by the St. Johns River Water Management District (SJRWMD) to support the dredging of Turkey Creek.

Examples of other uses of District sites include: the use of MSA 617C on Ellison Wilson Road in Juno Beach by private contractors working on public projects, and the use of DMMA DU-8 in Jacksonville by a private contractor for private hydraulic dredging in support of the neighboring marina and boat basins.

The District has also had occasional requests for the use of our sites for activities that are unrelated to typical District business. For example, a radio-controlled model airplane group once leased BV-4B in north Brevard County, staff has received various farming activity requests at numerous sites, an over-flow, special events school parking on site BV-40 in central Brevard County, and there once was a request for "mangrove honeybee production" at one of our waterfront Volusia sites. In addition, there are requests for public events to occur on our site, such as the Indian River Lagoon Appreciation Day in Indian River County (DMMA IR-7).

For discussion purposes, the topic could be divided into two primary issues: 1) the potential use of our sites by other entities (both public and private) for the handling of dredged material, and 2) the use of our sites for "other" purposes including, but not limited to waterway access, construction material storage and other "unique" purposes.

Our current program rules encourage other entities to develop commercial/industrial access with funding assistance from the District. Both Assistance Programs (WAP/CAP) lists the "acquisition and development of publically owned spoil disposal site and public commercial/industrial waterway access" as priority #5, and these projects continue to be eligible for up to 50% District cost-share funding.

The Board could elect to modify this rule, preferably during the next rule revision cycle, or provide additional incentives to local governments, such as the full purchase of a site for commercial/industrial waterway access.

The Executive Director's Authority is specific in allowable activities with regard to site management, setting thresholds for Board review and approval. Requests are currently handled on a case-by-case basis and evaluated for public benefit and District impact. Note also, that there is significant staff time involved with the development and management of any lease or agreement for the use of District sites. On larger and more complex projects, this also includes time billed by our attorney and our District Engineer.

As the areas surrounding the District's sites continue to become more "urbanized", public scrutiny and pressure regarding management of the sites has increased exponentially. The District has always maintained a positive and productive working relationship with our site neighbors, but there is increasing pressure from many of our neighbors to decrease outside activities at our more active sites (example MSA 617C-Juno Beach).

In addition, the District is now receiving increasing requests for "mining" material out of our operational sites. The Board recently approved an agreement with a private contractor to remove material from DMMA SJ-14 in St. Johns County, and staff is working with another contractor and FDOT to potentially remove material from DMMA DU-2 in Duval County. Furthermore, the District has ongoing agreements with Brevard County and St. Johns County to "mine" and utilize material for public projects, primarily roadway repair.

To facilitate the removal of material from District sites, staff is developing a Dredge Material Management Plan to be reviewed and approved by Florida's Board of Trustees of the Internal Improvement Trust Fund. Working with our District Engineer and our attorney, staff has also developed a "spoil removal agreement" to address off-loading issues at District sites.

66B-2 is related to eligible local govt, nav districts

66B-2.003 Definitions.

(27) “PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS” means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District’s waterways to serve the infrastructure needs of the District’s waterway users.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging;
2. Public navigation aids and markers;
3. Inlet management projects that are a benefit to public navigation in the District;
4. Public shoreline stabilization directly benefiting the District’s waterway channels;
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access;
6. Waterway signs and buoys for safety, regulation or information;
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities;
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities;
9. Derelict Vessel Removal;
10. Waterways related environmental education programs and facilities;
11. Public fishing and viewing piers;

12. Public waterfront parks and boardwalks and associated improvements;
13. Maritime Management Planning;
14. Waterways boating safety programs and equipment;
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and
16. Environmental restoration, enhancement or mitigation projects; and
17. Other waterway related projects.

The rule also mentions commercial and working waterfronts in the Waterway Master Plan section: “Commercial and working waterfront identification and needs analysis.”

374.976 Authority to address impacts of waterway development projects.—

(1) Each inland navigation district is empowered and authorized to undertake programs intended to alleviate the problems associated with its waterway or waterways, including, but not limited to, the following:

(c) The district is authorized to aid and cooperate with the Federal Government; state; member counties; nonmember counties that contain any part of the intracoastal waterway within their boundaries; navigation districts; the seaports of Jacksonville, Port Canaveral, Fort Pierce, Palm Beach, Port Everglades, Miami, Port Manatee, St. Petersburg, Tampa, Port St. Joe, Panama City, Pensacola, Key West, and Fernandina; and local governments within the district in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects, directly related to the waterways.

374.983 Governing body.—

(1) A governing body of the district is hereby created, and shall be known as and designated as the “Board of Commissioners of the Florida Inland Navigation District,” and shall be composed of 12 members who shall be qualified electors residing in said district, no 2 of whom shall reside in the same county in the district. The governing body shall have all powers of a body corporate, including the power to sue and be sued as a corporation, in its name, and in any court having jurisdiction; to make contracts; to adopt and use a common seal and to alter the same as deemed expedient; to buy, acquire by gift, exchange, condemnation, or otherwise, sell, own, lease (as lessor or lessee), and convey such real estate and personal property as the board may deem proper to carry out the provisions of this act; to appoint and employ such engineers, attorneys, consultants, and such agents and employees as the board may require; to borrow

money and issue negotiable promissory notes, bonds and/or other evidences of indebtedness therefor to enable them to carry out the provisions of this act; and generally to do and perform the things necessary to accomplish the purposes of this act.

374.984 Purpose; powers and duties.—It is the purpose and intent of this act that the board perform and do all things which shall be requisite and necessary to comply with the requirements and conditions imposed upon a “local interest” by the Congress of the United States in the several acts authorizing and directing the improvement and maintenance of the Intracoastal Waterway... Pursuant thereto, the powers of the board shall include, but not be limited to:

(1) Obtaining by gift, donation, purchase, exchange, condemnation, or otherwise, and conveying, or causing to be conveyed, free of cost to the United States, necessary right-of-way property, and in addition thereto, suitable fee simple or easement areas (as determined by the board) for the deposit of dredged material in connection with the work of improving or constructing, or both, the aforementioned waterway and its subsequent maintenance, including future improvement of said Intracoastal Waterway...

(2) Obtaining by gift, donation, purchase, exchange, condemnation, or otherwise, and furnishing, free of cost, to the United States, any property, property right of every description, easement, riparian right, interest in property, and suitable dredged material management areas outside of said right-of-way that may be necessary to the United States for the construction, maintenance, or operation of said waterway.

EXHIBIT "A"

FLORIDA INLAND NAVIGATION DISTRICT BOARD OF COMMISSIONERS DELEGATIONS OF AUTHORITY TO THE EXECUTIVE DIRECTOR

Agreements

Execute Agreements for projects approved by the Board such as but not limited to the following:

- 1) Assistance Program Agreements
- 2) Assistance Program Agreement Modifications
- 3) Construction, Engineering, or Environmental Services Agreements

Leases

Execute lease agreements on District properties for the following uses:

- 1) Storage of equipment or construction material/supplies
- 2) Placing 1,000 cyds. or less of dredged material on the site in accordance with the District's standard use agreement
- 3) Removing 20,000 cyds. or less of dredged material from a site for public purposes
- 4) Leases approved by the Board or the Land Acquisition and Management Committee.
- 5) Leases with minor non-substantative amendments that have been reviewed and approved by the District's general counsel and which have been previously approved by the Board or the Land Acquisition and Management Committee.

Financial Issues

- 1) Approve expenditures of \$3,000.00 or less for administration purposes
- 2) Approve expenditures of \$10,000.00 or less for land acquisition and management and dredging related services
- 3) Execute financial reports to the State that have been approved by the Board or that provide financial information from a Board-approved financial audit
- 4) Execute resolutions for the purchase of certificates of deposit with state approved and qualified banks and institutions.
- 5) Authorize the designation of fund balance categories for the financial statements.

Bids

- 1) Reject bids for projects where there was only one bidder and/or the bid(s) was 25% above the construction estimate
- 2) Award bids of \$10,000.00 or less

Permit Issues

- 1) Sign permit applications for Board-approved construction projects on District properties
- 2) Issue Letters of No Objection to permitting agencies when neighboring projects affect District properties

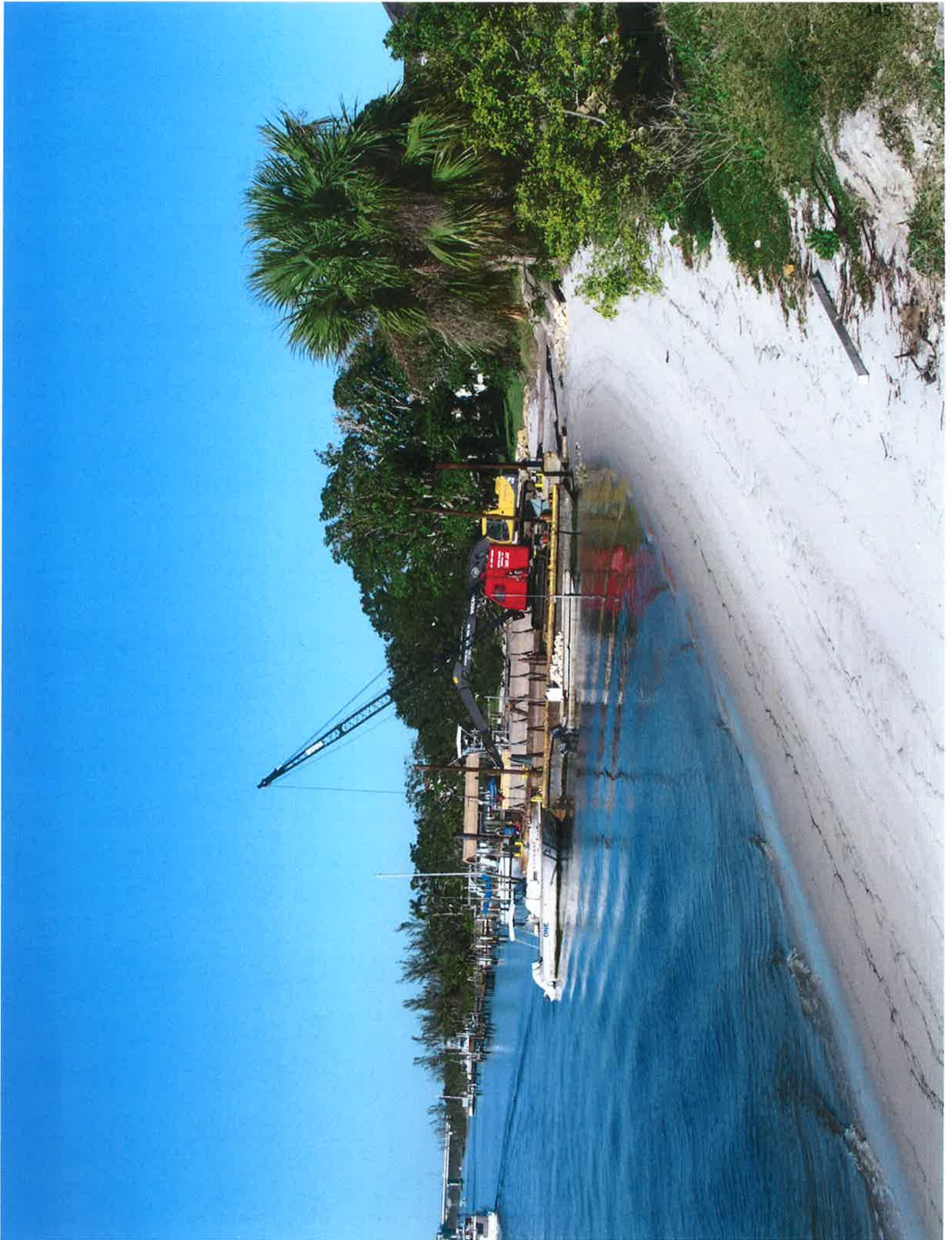
Travel

- 1) Authorize travel and make decisions about the most economical method of travel in accordance with s.112.061, F.S. for staff and commissioners.

Other

Execute the following:

- 1) Emergency contracts of \$20,000.00 or less
- 2) Contracts of all types meeting the above referenced dollar thresholds
- 3) Equipment leases
- 4) Approve contract change orders totaling up to ten (10) per cent of the initially executed contract value with the concurrence of the Chair
- 5) Approve change orders exceeding ten (10) per cent of the initially executed contract value but not more than 20% of the initially executed contract value if there is a finding by the Engineer, the District's Executive Director and the District's Chair that a delay in approving the change order will result in significant negative financial, environmental, or health safety and welfare impacts that could be avoided by a prompt approval





DRAFT

SPOIL REMOVAL AGREEMENT

DRAFT

THIS SPOIL REMOVAL AGREEMENT ("Agreement") dated as of this ___ day of _____ 2014, by and between FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district of the State of Florida, hereinafter referred to as "DISTRICT," and Pulte Home Corporation, a Michigan corporation, whose post office address is 4901 Vineland Rd. Suite 500, Orlando, Florida 32281, hereinafter referred to as "CONTRACTOR."

RECITALS

- A. DISTRICT is the owner of a parcel of land located in St. Johns County, Florida and known as "SJ-14," as more particularly described in Exhibit "A" attached hereto and made a part hereof by reference ("SJ-14").
- B. CONTRACTOR is a private corporation constructing single family residential developments.
- C. CONTRACTOR desires to obtain fill material from SJ-14 for construction purposes (the "Project").
- D. CONTRACTOR has requested DISTRICT to allow the CONTRACTOR to remove suitable spoil material from SJ-14 for use in construction of the Project.
- E. DISTRICT has determined that it will benefit the DISTRICT to allow the CONTRACTOR to remove suitable spoil material from SJ-14, as this will help create additional capacity for future dredging events in connection with the maintenance and improvement of the Intracoastal Waterway.
- F. DISTRICT is willing allow CONTRACTOR to remove suitable spoil material for use in the construction of the Project, upon the terms and conditions of this Agreement.

WITNESSETH

Therefore, in consideration of the terms below, the sufficiency of which is mutually acknowledged, DISTRICT and CONTRACTOR agree that:

1. INCORPORATION OF RECITALS

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

2. CONSENT TO REMOVAL OF SPOIL MATERIAL

DISTRICT hereby consents to the removal of up to 220,000 cubic yards of spoil material from SJ-14 exclusively for use in the construction of the Project. The DISTRICT's consent will expire on July 31, 2015 unless a further extension is approved by the

DISTRICT. Prior to the removal of any spoil material from SJ-14, the CONTRACTOR shall submit a detailed spoil material removal plan ("Plan") to the DISTRICT for approval by the DISTRICT's Engineer. The Plan shall insure, among other things, that the integrity of the dikes, weirs, storm water management system, monitoring wells and other facilities is not compromised. The Plan shall include a plan for sampling and analyzing the dredge material to determine whether it meets Florida Residential Cleanup Target Levels ("RCTL"). If the material does not meet the RCTL, then the CONTRACTOR shall certify to the DISTRICT that the material shall only be used for commercial, industrial and/or road base projects. The CONTRACTOR and its sub-contractor(s) shall comply with the Plan at all times.

3. PAYMENT

- a. CONTRACTOR hereby covenants and agrees to pay to DISTRICT a fee in the amount of One and 15/100 Dollars (\$1.15) per cubic yard of spoil material removed from SJ-14. The fees are due and payable on a monthly basis. Not later than twenty (20) working days after the end of each calendar month, the CONTRACTOR shall deliver to the DISTRICT a certified tally sheet of the volume of spoil material removed from SJ-14 for the preceding month, together with payment of the applicable fee.
- b. CONTRACTOR shall make any and all payments due hereunder to DISTRICT at that address set forth as follows unless otherwise notified by DISTRICT in writing:

FLORIDA INLAND NAVIGATION DISTRICT
ATTN: EXECUTIVE DIRECTOR
1314 MARCIN SKI ROAD
JUPITER, FLORIDA 33477

- c. CONTRACTOR shall reimburse the DISTRICT for the costs incurred by the DISTRICT for inspections and supervision of the CONTRACTOR's removal operations, as set forth in the attached scope of work and cost proposal from Taylor Engineering, Inc. date October 28, 2014 and attached hereto as Exhibit "B."
- d. CONTRACTOR shall pay such fees and other charges without demand and without setoff as required to be paid by CONTRACTOR under this Agreement. If such fees or charges are not paid at the time provided in this Agreement, after the expiration of the notice and cure period as provided in Section 12 below, they 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. USE OF PREMISES/CONDUCT OF BUSINESS

- a. CONTRACTOR shall occupy and use SJ-14 solely for the removal of suitable spoil material for use in the construction of the CONTRACTOR's Project (hereinafter the "Permitted Use"). CONTRACTOR shall not use SJ-14 or construct other improvements thereupon except as specifically provided above without DISTRICT's prior written consent.
- b. CONTRACTOR shall, at CONTRACTOR's expense, comply with all laws, ordinances and regulations of the United States, State of Florida, and the County of St. Johns, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of SJ-14,. CONTRACTOR shall also comply with all DISTRICT rules so the use of SJ -14 does not unreasonably disturb DISTRICT's neighbors or otherwise become a nuisance.

5. CONTRACTOR'S FIXTURES AND ALTERATIONS

- a. CONTRACTOR agrees that it will not make any alterations (whether structural or otherwise), improvements or additions to SJ-14, without first obtaining the written consent of DISTRICT. At the DISTRICT's option, all alterations, improvements and additions made by CONTRACTOR and all chattels affixed by CONTRACTOR to SJ-14 shall remain upon the premises at the expiration or earlier termination of this Agreement, and shall become the property of DISTRICT, except as otherwise provided herein.
- b. In addition to the above, CONTRACTOR 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 CONTRACTOR's expense.

6. ASSIGNMENT

- a. CONTRACTOR shall not voluntarily, involuntarily, or by operation of law, assign, transfer, mortgage or otherwise encumber (herein collectively referred to as an "assignment") this Agreement or any interest of CONTRACTOR herein, in whole or in part, nor permit SJ-14 or any part thereof to be used or occupied by others, without the prior written consent of DISTRICT in each and every instance, which may be unreasonably and arbitrarily withheld. The consent of DISTRICT to any assignment shall not constitute a waiver of the necessity for such consent to any subsequent assignment. If this Agreement or any interest of CONTRACTOR herein be assigned or if the whole or any part of SJ-14 be used or occupied by others after having obtained DISTRICT's prior written consent thereto, CONTRACTOR shall nevertheless remain fully liable for the full performance of all obligations under this Agreement to be performed by CONTRACTOR and CONTRACTOR shall not be released therefrom in any manner.

- b. Should CONTRACTOR, in violation of the provisions of this Paragraph, assign this Agreement, or allow SJ-14 to be used or occupied by others without obtaining DISTRICT's prior written consent, then such assignment or occupancy shall be null and void and of no force and effect. Such act on the part of CONTRACTOR shall be deemed a default of CONTRACTOR entitling DISTRICT to exercise any of the rights and remedies therefor as set forth in Paragraph 13 hereof.

7. LIENS

- a. Mechanics' or Materialmen's Liens: CONTRACTOR shall not cause any liens of mechanics, laborers or materialmen to stand against SJ -14 for any labor or material furnished or claimed to have been furnished to CONTRACTOR in connection with any work of any character performed or claimed to have been performed on or in connection with SJ-14, by or at the direction of CONTRACTOR.

If SJ-14 or any part thereof 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 DISTRICT, CONTRACTOR shall promptly notify DISTRICT of the filing of any such lien, shall promptly cause the lien to be transferred to other security, and shall from time to time notify DISTRICT of the status of such lien.

- b. DISTRICT's Liability for CONTRACTOR's Liens: It is hereby agreed by the parties hereto that DISTRICT will not be liable for any labor, services or materials furnished or to be furnished to CONTRACTOR or to anyone occupying SJ-14, or any part thereof, through or under CONTRACTOR, and that no liens for any labor or material shall attach to or affect the interest of DISTRICT in and to SJ -14. 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 CONTRACTOR 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 DISTRICT to those rights and remedies set forth in Paragraph 13 hereof.

8. LIABILITY OF DISTRICT/WAIVER/INDEMNIFICATION

- a. As a consideration for the making of this Agreement and in light of the fact that CONTRACTOR has had the opportunity to make such inspections and tests as CONTRACTOR, in CONTRACTORS' judgment, has deemed necessary, CONTRACTOR accepts SJ-14 in its "As-Is Condition" and DISTRICT shall not be liable for any condition, latent or patent, existing in, on or under SJ-14, nor for injury or damage which may be sustained to person or property of CONTRACTOR 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 SJ-14, from noise, vibration, smoke or odors emanating from SJ-14, 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 DISTRICT, nor the interference with light or incorporeal hereditaments, specifically excluding from such waiver such damage or injury which results from the gross negligence of DISTRICT, nor shall DISTRICT be liable for any defect in SJ-14, latent or otherwise, except as provided by law. Without limiting the generality of the foregoing, CONTRACTOR acknowledges and agrees that CONTRACTOR has conducted its own samples and tests of the spoil material within SJ-14 and has satisfied itself as to the composition, quality, suitability for CONTRACTOR's purposes, and freedom from contaminants, and further, that DISTRICT has not made, nor has CONTRACTOR relied upon, any representations made by DISTRICT or on DISTRICT's behalf.

- b. CONTRACTOR shall indemnify DISTRICT and save DISTRICT harmless from and against any and all claims, actions, damages, liability and expense (including disbursements) in connection with the loss of life, personal injury or damage to property or business arising from, related to, or in connection with the occupancy or use by CONTRACTOR of SJ-14 or occasioned wholly or in part by act or omission of CONTRACTOR, its contractors, subcontractors, sub-subcontractors, licensees, or concessionaires, or its or their respective agents, servants or employees.
- c. CONTRACTOR shall include in any construction contract for work upon or involving SJ-14 that the sub-contractor shall indemnify and hold harmless the CONTRACTOR and DISTRICT, 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 sub-contractor and persons employed or utilized by the subcontractor in the performance of the construction contract.
- d. CONTRACTOR 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 CONTRACTOR or CONTRACTOR's employees, agents or sub-contractors of laws, ordinances and regulations of the United States, State of Florida, or the County of St. Johns, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of SJ-14.
- e. The provisions of this Paragraph 8 shall survive the termination of this Agreement.

9. INSURANCE

- a. CONTRACTOR will keep in force, with companies and in a form acceptable to DISTRICT, at CONTRACTOR's expense, during the term of this Agreement and

any extension or renewal thereof and during such other time as CONTRACTOR occupies SJ-14 or any part thereof general liability insurance with respect to SJ-14 with a minimum Two Million Dollars (\$2,000,000.00) combined single limit coverage of bodily injury, property damage or combination thereof. CONTRACTOR shall deliver a certificate of insurance to DISTRICT prior to commencing work.

- b. Intentionally Deleted.
- c. All policies of insurance required to be carried by CONTRACTOR by Paragraph 9 (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 DISTRICT and shall name DISTRICT 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 CONTRACTOR's insurance shall be primary insurance as respects the DISTRICT, its Commissioners, officers, employees and agents, and any insurance or self insurance maintained by the DISTRICT, its Commissioners, officers, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
- f. The policies shall contain a waiver of subrogation against the DISTRICT, its Commissioners, officers, employees and agents for any claims arising out of the work of the CONTRACTOR.
- g. The policy may provide coverage which contains deductible or self-insured retentions of not more than \$50,000 as to CONTRACTOR and no deductible or self-insured retention as to any additional insured without prior approval of the DISTRICT. The CONTRACTOR shall be solely responsible for deductible and/or self-insured retention.

10. REPAIRS AND MAINTENANCE OF SJ-14

CONTRACTOR shall at all times at its sole cost and expense keep and maintain those portions of SJ-14 used in connection with this Agreement, in good order, condition and repair and shall not commit or suffer any waste on SJ-14.

11. HAZARDOUS MATERIALS

CONTRACTOR agrees that, during the term of this Agreement, it:

- a. Intentionally Deleted.

- b. Shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of CONTRACTOR, or CONTRACTOR's assignees, employees, agents or sub-contractors, a release of hazardous wastes or substances onto SJ-14, and shall promptly remove any such hazardous wastes or substances but shall not be responsible for pre-existing conditions.
- c. Shall comply with and ensure compliance by its assignees, employees, agents or sub-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 Agreement, 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 DISTRICT with notice of any release or threatened release of hazardous waste on or about SJ-14, and shall immediately provide DISTRICT with notice of any injury or action taken by any local, state, or federal governmental body with respect to hazardous waste on or about SJ -14.
- f. Intentionally Deleted.

12. EVENTS OF DEFAULT

The following shall constitute Events of Default:

- a. If CONTRACTOR defaults in the payment of any sum of money due hereunder and such default shall continue for fifteen (15) days after the date of notice from DISTRICT to CONTRACTOR.
- b. If CONTRACTOR defaults in fulfilling any of the other covenants of this Agreement on CONTRACTOR's part to be performed hereunder and such default shall continue for the period of thirty (30) days after notice from DISTRICT to CONTRACTOR 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 thirty (30) day period, if CONTRACTOR shall not in good faith have commenced the curing or remedying of such default within such thirty (30) day period and shall not thereafter diligently proceed therewith to completion.

In the Event of Default, DISTRICT shall provide CONTRACTOR with such written notice thereof as shall be required by Section 12.a. above and under Florida law.

13. 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 CONTRACTOR, DISTRICT may at DISTRICT's option, immediately terminate the Agreement and avail itself of any other option or remedy available under Florida law;
- b. If CONTRACTOR defaults in the performance of any of the terms and conditions of this Agreement and DISTRICT employs the services of an attorney to enforce performance of CONTRACTOR hereunder, CONTRACTOR shall pay a reasonable attorney's fee as well as all expenses and costs incurred by the DISTRICT pertaining thereto and in enforcement of any remedy available to the DISTRICT.

14. PERFORMANCE BOND

Prior to commencing any work on SJ-14, CONTRACTOR shall deliver to DISTRICT a surety bond in the principal amount of Twenty Five Thousand and no/! 00 Dollars (\$25,000.00) to secure CONTRACTOR's faithful performance of its obligations under this Agreement. The bond shall be in a form reasonably acceptable to DISTRICT and shall be issued by a surety company authorized to do business in the State of Florida.

15. MISCELLANEOUS

- a. CONTRACTOR has inspected SJ-14 and is familiar with its present condition and takes SJ-14 in "As-Is" condition.
- b. The failure of DISTRICT or CONTRACTOR to take any action against the other for violation of any of the terms of the Agreement shall not prevent a subsequent act of a similar nature from being a violation of the Agreement.
- c. This Agreement fully and completely expresses all agreements and understandings of the parties hereto. Furthermore, this Agreement 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.

- d. 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 AGREEMENT OR CONTRACTOR'S USE OF SJ-14.
- e. CONTRACTOR hereby acknowledges CONTRACTOR's responsibility to insure CONTRACTOR's property maintained within or upon SJ- I 4 at CONTRACTOR's expense.
- f. If any term or condition of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall not be affected thereby, and this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- g. This Agreement shall not be recorded in the Office of the Clerk of any Circuit Court in the State of Florida, except that DISTRICT may file a memorandum of this Agreement.
- h. This Agreement shall be construed under the laws of the State of Florida.
- i. The Section headings of this Agreement are for convenience only and are not to be considered in construing the same.
- j. This Agreement 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.
- k. Each party represents and warrants to the other that: (a) it is duly authorized and competent to execute this Agreement (b) it has all necessary power and authority to enter into this Agreement and to perform the agreements contained in this Agreement, and (c) the person signing this Agreement on behalf of such party is authorized to execute and deliver this Agreement on behalf of such party.
- l. The parties participated in the drafting of this Agreement and/or had it reviewed by competent counsel. Accordingly, no presumption shall be given in favor of: or against, any party in interpreting this Agreement 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 Agreement.
- m. RADON GAS.

RADON IS 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 CONTRACTOR PUBLIC HEALTH UNIT.

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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 DISTRICT:
FLORIDA INLAND NAVIGATION
DISTRICT

Witness
Print Name: _____

BY: _____
Mark Crosley, Executive Director

DATED: _____

Witness
Print Name: _____

Approved as to form and legal sufficiency:

Peter L. Breton, Esq., General Counsel

AS TO CONTRACTOR:

PULTE HOME CORPORATION, a
Michigan corporation

BY: _____
Name: _____
Title: _____

Witness
Print Name: _____

DATED: _____

Witness
Print Name: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF SJ-14

EXHIBIT "B"

TAYLOR ENGINEERING SCOPE AND COST



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Building Code Services
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering Planning
Public Administration
Redevelopment & Urban Design
Renewable Energy
Resort Development
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utility & Community Maintenance Services
Water Resources Management

560 Village Blvd., Suite 340
West Palm Beach, FL 33409
Phone: 561.684.6161
Fax: 561.684.6360

Headquarters:
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.cgasolutions.com

November 13, 2014

Ms. Janet Zimmerman
Assistant Executive Director
Florida Inland Navigation District
1314 Marcinski Rd.
Jupiter, FL 33477-9498

RE: Request for Cost Modification
Surfside Seawalls (Project Number DA-SU-13-149)

Dear Ms. Zimmerman:

This is a formal request for a cost modification to the above referenced Surfside Seawall grant awarded by FIND in September, 2013. I am making this request on behalf of the Town of Surfside. In this capacity I wish to inform you of the following timeline of events and measures we have taken to carry this project forward to construction.

September, 2013:	Grant awarded for \$494,445 as a 50% match for the construction of 9 seawalls totaling 681 linear feet.
June, 2014:	Bids received exceeding engineer's estimate.
July, 2014:	Surfside Commission directed CGA to conduct a Value Engineering effort with apparent low bidder, PAC COMM Inc.
July, 2014:	CGA retained Lakdas Yohalem at no cost to the City as a structural engineering subconsultant to provide independent Value Engineering recommendations to reduce material and construction costs (reduced reinforcement, number of piles, et. al). Input from contractor was obtained and considered. Recommendations were implemented into the design to reduce costs without sacrificing structural integrity.



Calvin, Giordano & Associates, Inc.

EXCEPTIONAL SOLUTIONS

Building Code Services
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering Planning
Public Administration
Redevelopment & Urban Design
Renewable Energy
Resort Development
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utility & Community Maintenance Services
Water Resources Management

560 Village Blvd., Suite 340
West Palm Beach, FL 33409
Phone: 561.684.6161
Fax: 561.684.6360

Headquarters:
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.cgasolutions.com

July, 2014:

Revised pricing submitted by PAC COM to reflect VE effort. Revised pricing still exceeds project budget.

November, 2014:

Town Commission requests a reduction in deliverable for the grant application. Specifically, they wish to construct 4 of the 9 seawalls in the grant application, for a total of 397 of the 681 linear feet. The 4 walls chosen are those designated as exhibiting either "severe" or "moderate" damage:

- Biscaya Dr.
- 95th St
- Froude Ave
- Surfside Park

(The Town will independently fund the construction of the Carlyle seawall, which was removed from the grant application due to its lack of adjacency to sovereign submerged lands).

The proposed reduction in scope, on a linear-foot-of-seawall basis is 41.7%. We have kept the Surfside Park portion of the project as it currently serves as a flagship park for the community, and the greatest opportunity to showcase the project, as well as FIND's contributions.

PAC COM is currently mobilized and under construction on an emergency reconstruction for a collapsed seawall in Sunny Isles Beach, three miles to the north of the Surfside project. Given the temporary proximity, their reduced mobilization has also been considered in the VE effort.

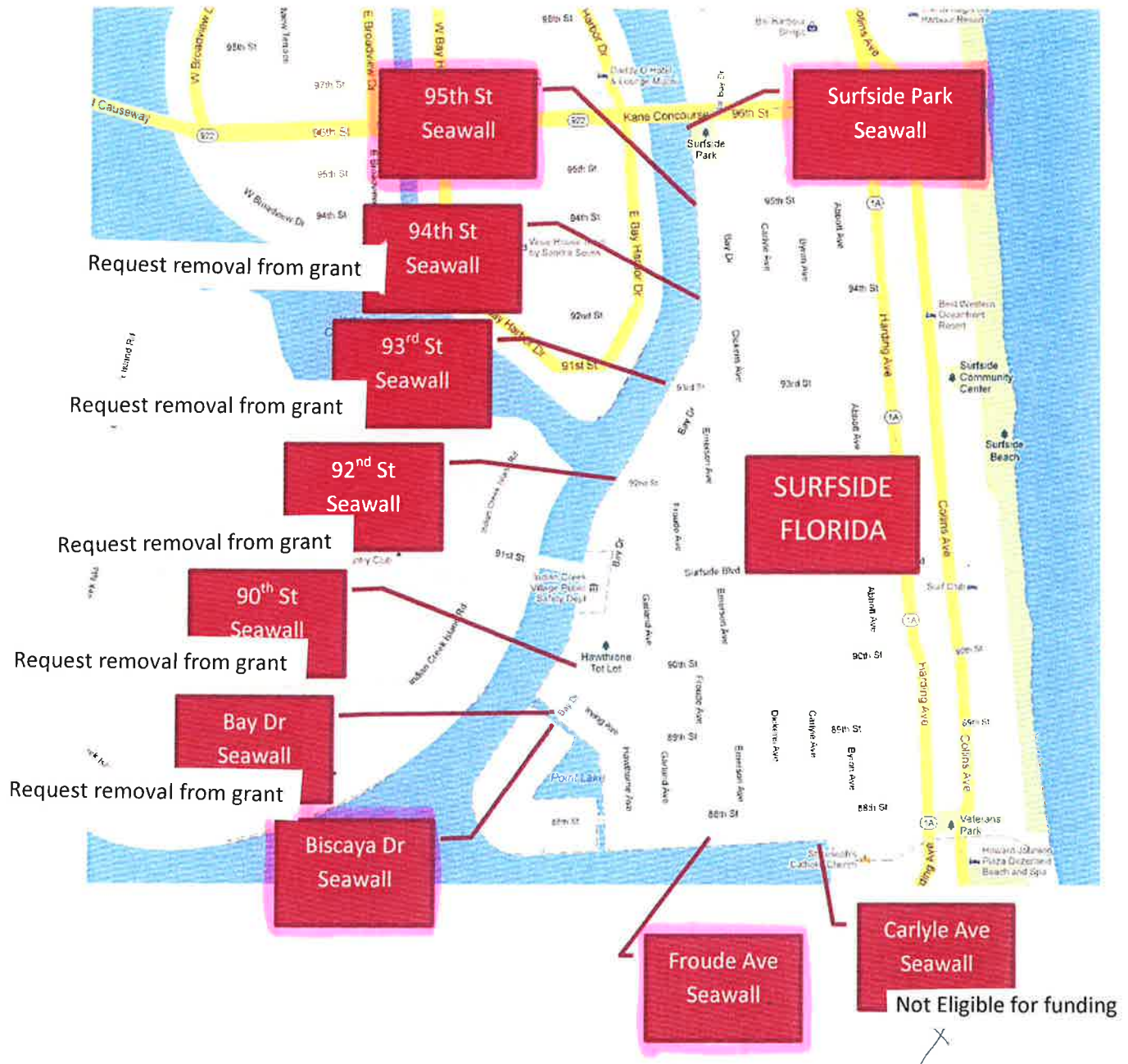
We regret to have to contact you with this request, but do so in the hope of repairing the Town's dilapidated infrastructure. We hope that you will consider the proposed cost modification and scope reduction as outlined. As always, we appreciate your assistance and are available to provide any further information you may request.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

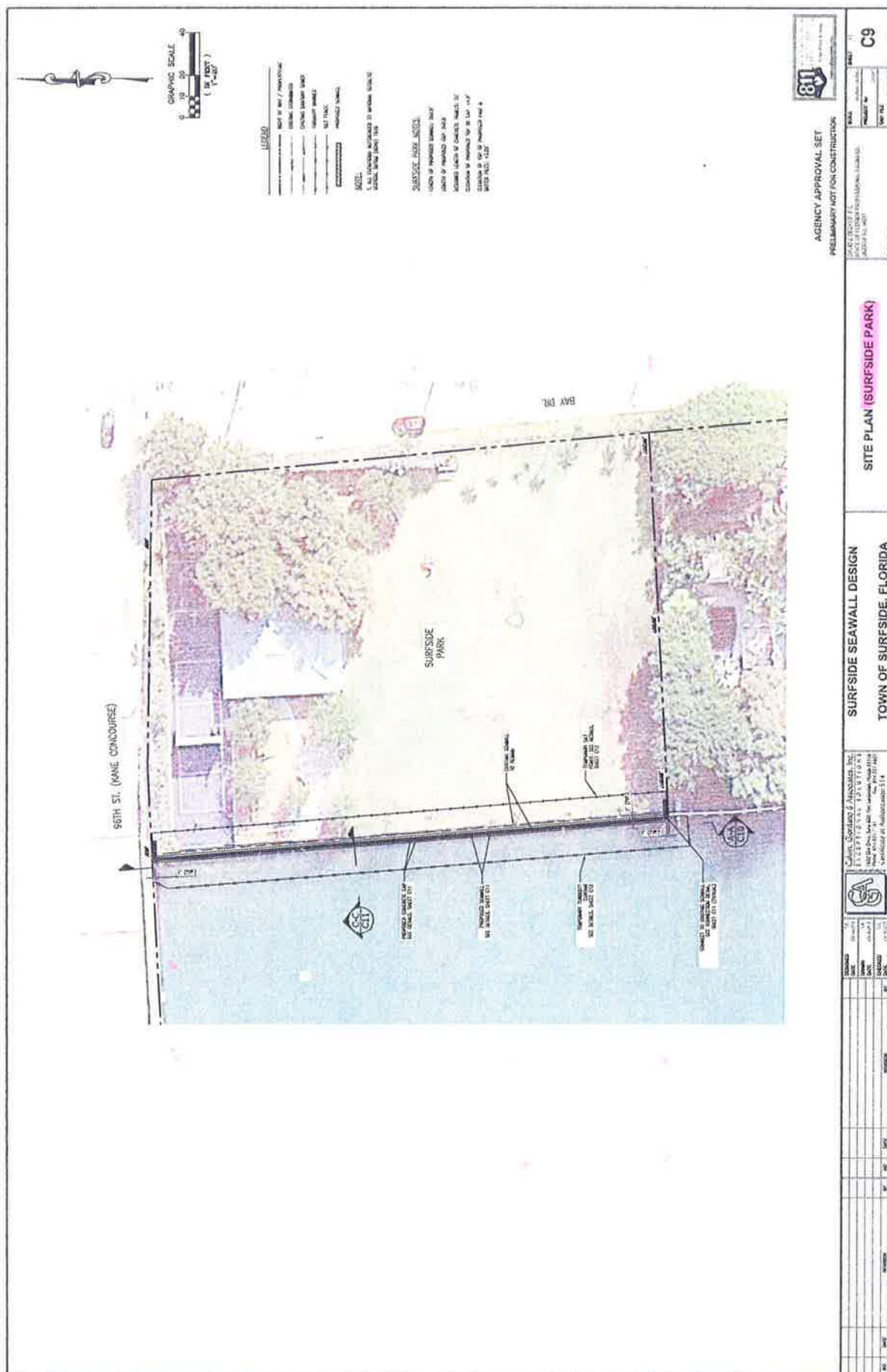
David Frodsham, P.E.

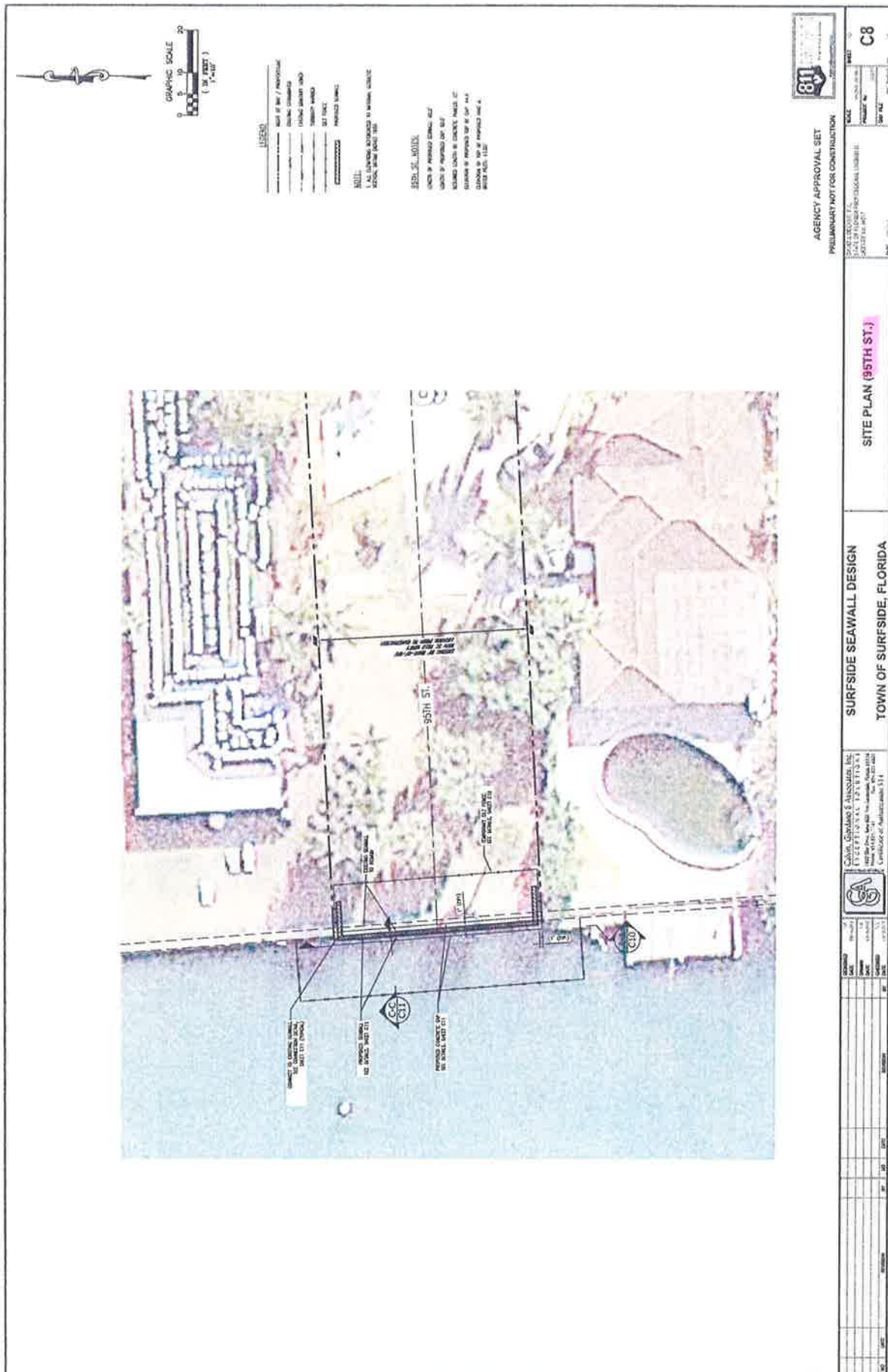
City Location Map



4 of the originally 9 funded seawalls to be constructed:

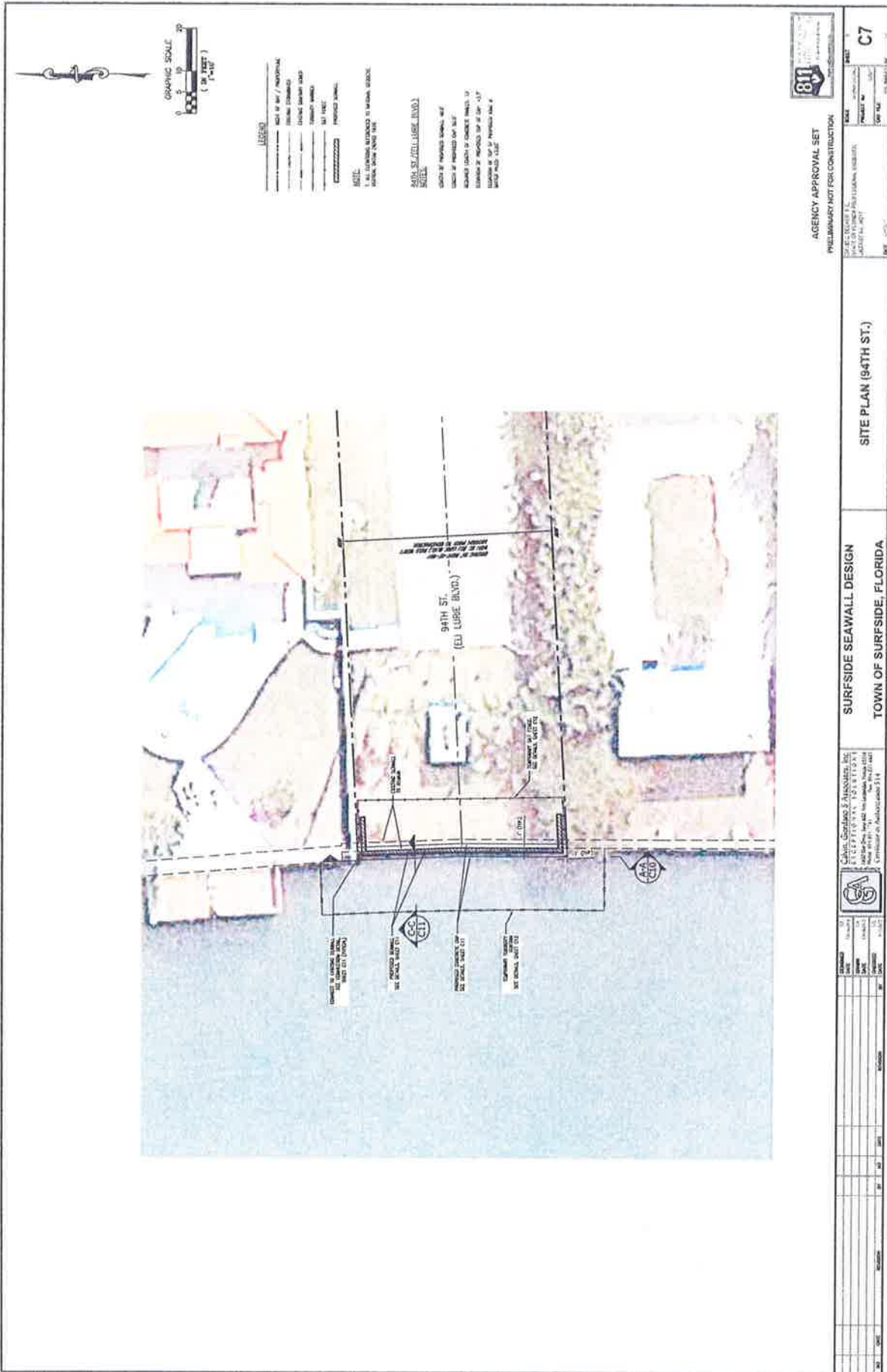
- Surfside Park
- 95th St.
- Biscaya Dr.
- Froude Ave.



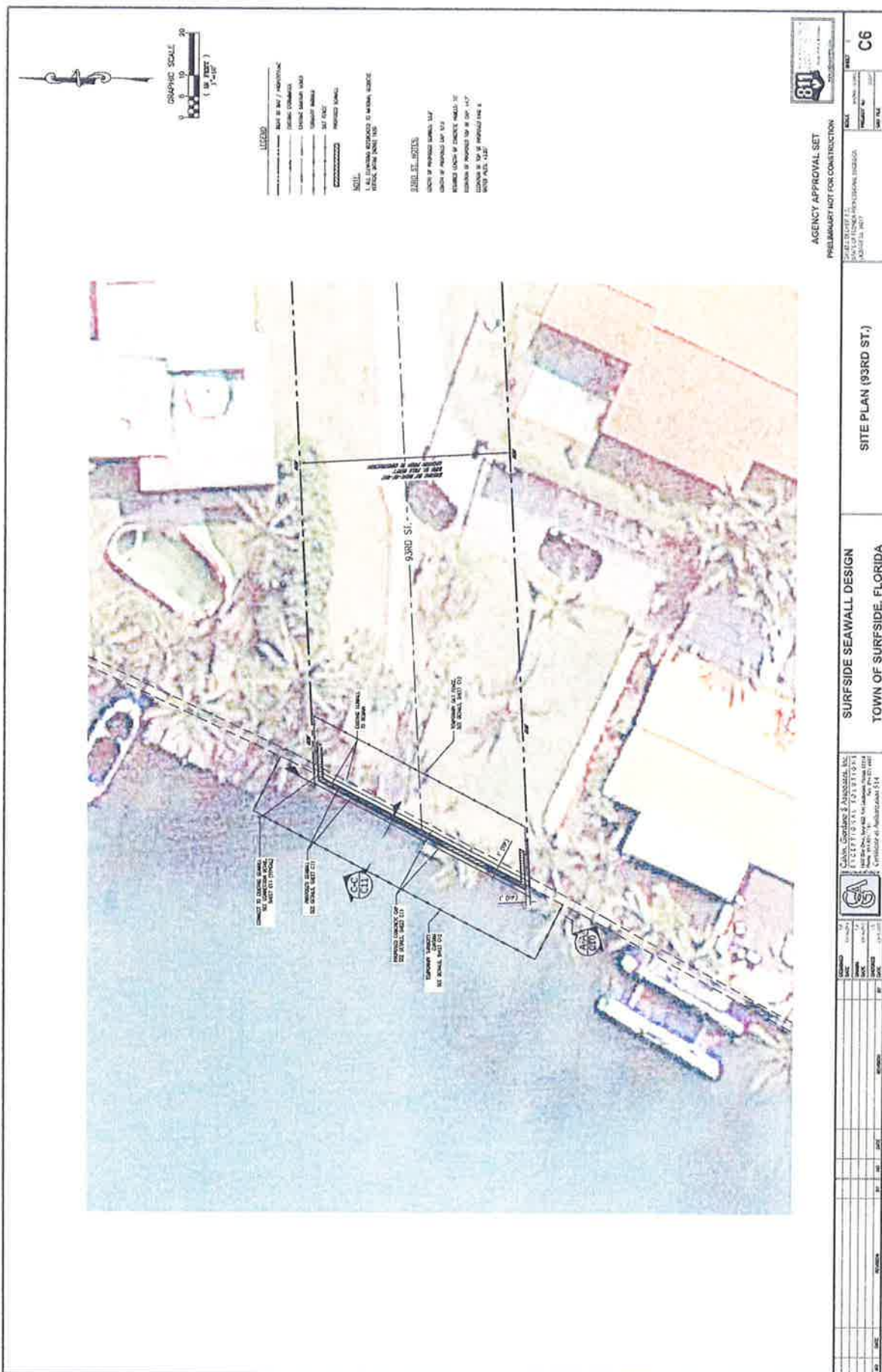






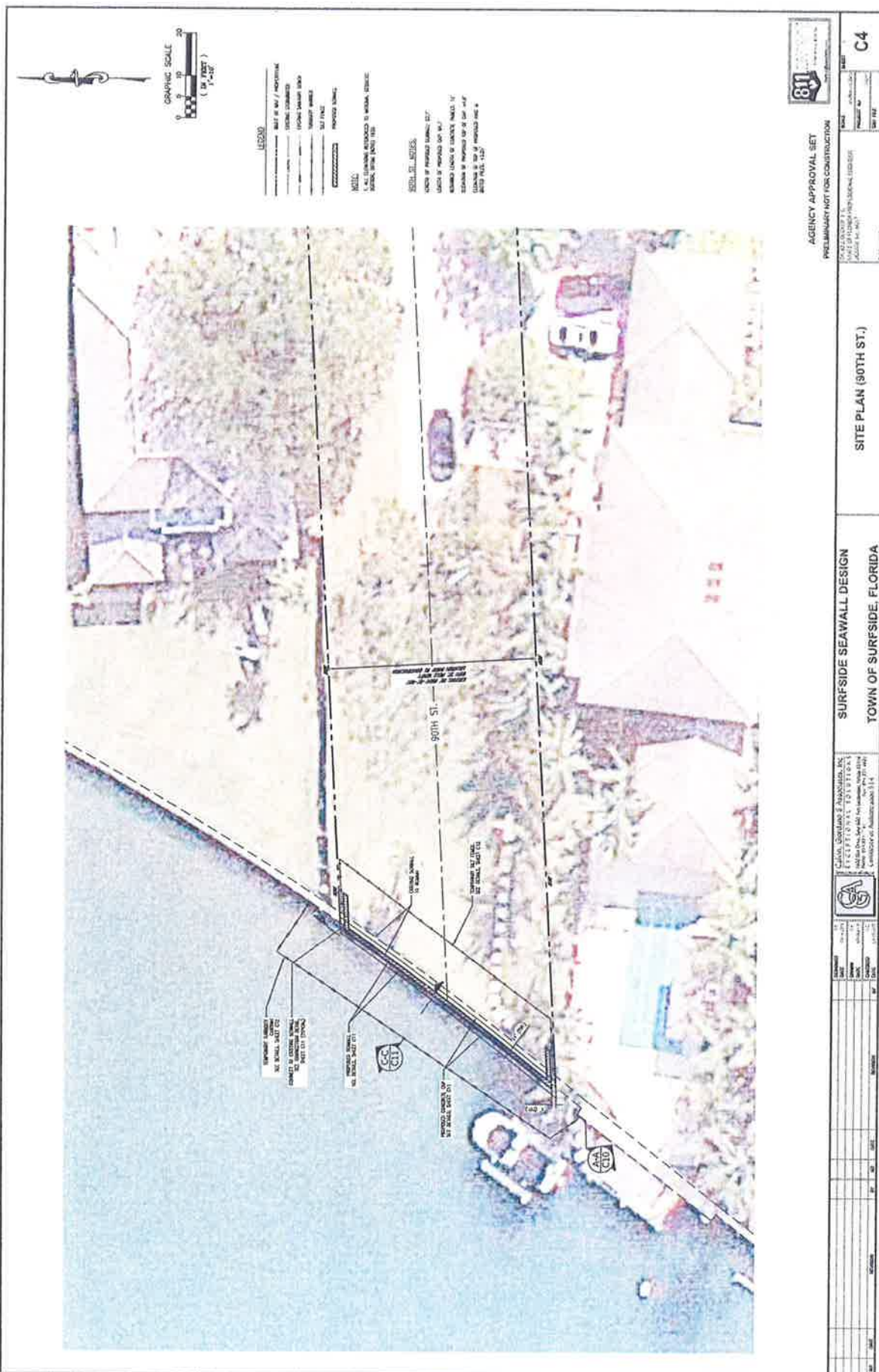


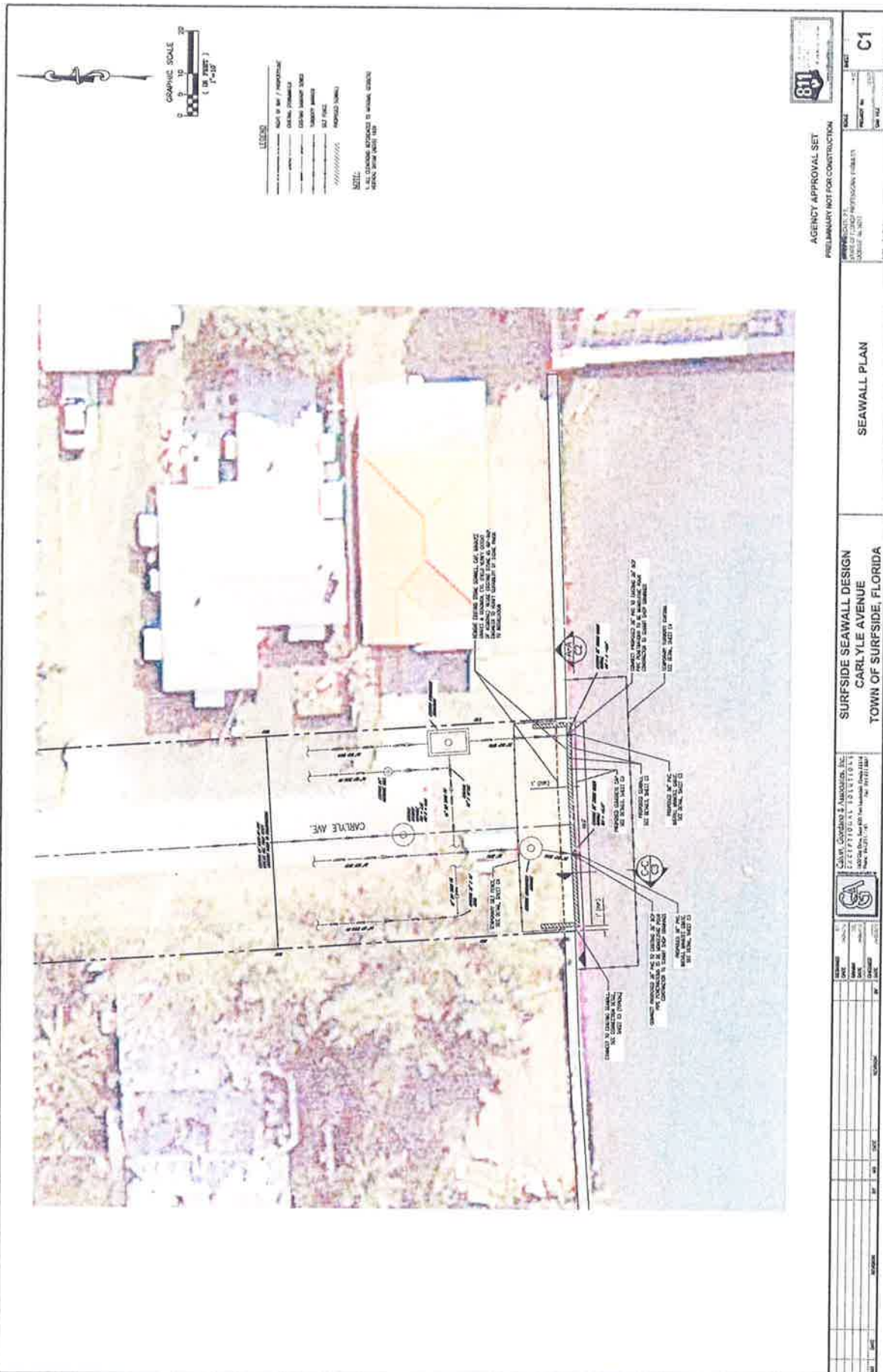
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**Broward County Commission Regular Meeting****Meeting Date:** 12/09/2014**Director's Name:** Steven Cernak**Department:** Port Everglades**Division:** Director's Office

Information**Requested Action**

MOTION TO APPROVE License Agreement between Broward County and the Florida Inland Navigation District (FIND) for the temporary placement of FIND Broward County Intracoastal Waterway Deepening Project (ICWW) dredged material at Port Everglades; and authorize the Mayor and Clerk to execute same.

Why Action is Necessary

Chapter 163.01, Florida Statutes, provides for local governments to enter into cooperative agreements on a basis of mutual advantage and thereby provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities.

What Action Accomplishes

Authorizes FIND to utilize a designated land area at Port Everglades for the temporary placement of material dredged from the Intracoastal Waterway (ICWW) and contiguous basins, renews indemnification and bond requirements as established during the dredging of the Dania Cut Off Canal (DCC), and allows the Port Everglades Chief Executive to renew the agreement for up to one additional year by mutual agreement.

Is this Action Goal Related

Established Commission Goal

Previous Action Taken

None

Summary Explanation/ Background

PORT EVERGLADES DEPARTMENT RECOMMENDS APPROVAL OF THE ABOVE MOTION. This item supports the Commission's Vision and Goals for "Unlimited Economic Opportunities" to maximize regional, national and global partnerships through innovative technology, and use of economic tools and targeted resources so that our airport, seaport and tourism industries will remain significant economic engines for Broward County. An economic study, prepared for the Florida Inland Navigation District (FIND), indicates this waterway deepening project along with the DCC deepening project will increase the economic output of the marine industry by at least \$9M per year and create 38 jobs.

On August 10, 2010 (Item No. 11), the Board approved a License Agreement with FIND for the temporary placement of dredged materials at Port Everglades as a result of an Interlocal Agreement between Broward County and the Florida Inland Navigation District (FIND) for engineering and environmental services related to the deepening of a portion of the Dania Cutoff Canal (DCC) approved by the Board on June 27, 2006 (Item No. 56). This project required FIND to construct a Confined Disposal Facility (CDF) at Port Everglades at their cost of \$1.2M. The CDF included a permanent perimeter and site bypass road, site clearing and grubbing, fencing, fabrication and installation of various piping and culverts, and landscaping. On February 28, 2012 (Item No. 17) this License Agreement with FIND for the temporary placement of dredged materials at Port Everglades was extended. The DCC project concluded successfully on July 15, 2013.

The Florida Inland Navigation District (FIND) has proposed a project to deepen a Broward County, FL section of the Atlantic Intracoastal Waterway (ICWW) from the 17th Street Bridge to north between Las Olas and Sunrise Blvd. to a 15-foot controlling depth to ease navigation for larger vessels. At this time, FIND is requesting a license agreement for the use of the Port Everglades Confined Disposal Facility (CDF) for management of 300,000cy of ICWW dredge materials.

The new license agreement would permit FIND to reuse the Port Everglades CDF site for the ICWW dredge. Dredging is expected to take 27 months at a cost to FIND of \$20 million and will start in early 2015. FIND will be responsible for providing Port staff with a Maintenance of Traffic Plan (MOT) for removal of the dredge materials from the Port after it is dewatered. The MOT must be approved by the Port staff before use of the CDF can proceed.

Fiscal Impact
Attachments

Exhibit 1 FIND Agreement

LICENSE AGREEMENT

Between

BROWARD COUNTY,

and

FLORIDA INLAND NAVIGATION DISTRICT

for

The Temporary Placement of Dredged Material

at

PORT EVERGLADES

IN BROWARD COUNTY, FLORIDA

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LICENSE AGREEMENT

This Agreement by and between: Between

BROWARD COUNTY,
a political subdivision of the state of Florida
hereinafter referred to as
"COUNTY", through its Board of County Commissioners,

and

FLORIDA INLAND NAVIGATION DISTRICT,
an independent political subdivision of the state of Florida
hereinafter referred to as "LICENSEE"

for

The Temporary Placement of Dredged Material at

PORT EVERGLADES

IN BROWARD COUNTY, FLORIDA

WITNESSETH:

WHEREAS, the COUNTY owns and operates Port Everglades (the "Port"), a deep-water port, located in Broward County, Florida; and

WHEREAS, the COUNTY has incurred, and hereafter will continue to incur, substantial costs for construction, maintenance, replacement and repair of facilities essential to operations at the Port. Included in the facilities furnished by COUNTY and contributing to the substantial costs to be borne by it are: deep water petroleum berths; the turning basin and entrance channel; bulkheads; wharves; roads; lighting, etc. Additionally, COUNTY, in providing land for the purposes expressed herein, has committed itself to the long term availability of facilities and land to users at the Port; and

WHEREAS, LICENSEE desires to utilize the COUNTY's Premises for the temporary placement of dredged material from a portion of the Atlantic Intracoastal Waterway located in Broward County (Broward IWW), resulting from the improvement and maintenance of the BROWARD IWW by LICENSEE for the area described in Exhibit "A," thus fulfilling LICENSEE's statutory responsibility to act as a "local sponsor" with respect to the Atlantic Intracoastal Waterway from Jacksonville to Miami, Florida; and

WHEREAS, COUNTY deems that such use by LICENSEE pursuant to the provisions of this Agreement is in the public interest; and

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Parties desire to cooperate with each other in order to make the most efficient use of their powers on a basis of mutual advantage by sharing the use of the Premises for the temporary placement of Dredged Material and when contracting for the dredging of the Broward IWW; and

WHEREAS, LICENSEE will provide for COUNTY approval a Maintenance of Traffic Plan (MOT) and provide COUNTY thirty (30) calendar days advance notice of the proposed site work and an additional thirty (30) calendar days advance notice of the proposed dredging by LICENSEE; and

WHEREAS, COUNTY has designated an area to LICENSEE within the Port for the temporary placement of Dredged Material, such area being described in Exhibit "B," subject to the terms and conditions stated herein, NOW, THEREFORE

In consideration of the mutual terms and conditions, promises, payments, and covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1

RECITALS

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

1.2 For purposes of this Agreement, the Broward County Administrator, or designee, shall serve as Contract Administrator.

ARTICLE 2

DEFINITIONS AND IDENTIFICATIONS

ACOE – Shall mean the Army Corps of Engineers.

Agreement - This License Agreement, the Whereas clauses, and Recitals and Articles 1 through 23, inclusive. Other terms and conditions are included in the attached exhibits and documents that are expressly incorporated by reference.

CDF – Shall mean Confined Disposal Facility as used herein.

Chief Executive/Port Director – Shall mean the duly appointed Director of the Port Everglades Department of Broward County.

Commencement Date – Shall have the meaning set forth in Article 5.

Contract Administrator - The Broward County Administrator or designee whose primary responsibilities are to coordinate and communicate with the LICENSEE, and to manage and supervise execution and completion of the privileges and obligations of the LICENSEE and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator.

COUNTY – Broward County, a political subdivision of the state of Florida, through its governing body, the Broward County Board of County Commissioners.

County Administrator – The administrative head of the COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

County Attorney – The chief legal counsel for the COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

Broward IWW – Shall mean that portion of the Atlantic Intracoastal Waterway located within Broward County.

Broward IWW Project Area – Shall mean the approximately 14,200 linear feet of the Broward IWW, beginning at the channel between Intracoastal Drive and Bayshore Drive and ending just south of the 17th Street Bridge as depicted in Exhibit "A" attached hereto and made a part hereof.

Dredged Material – Shall mean material excavated or dredged from waters of the Broward IWW Project Area.

Effective Date – Shall have the meaning set forth in Article 5.

Hazardous Waste and Hazardous Substance – Shall have the meaning set forth in Article 9.

LICENSEE – Shall mean the FLORIDA INLAND NAVIGATION DISTRICT, an independent political subdivision of the state of Florida.

LICENSEE's Operations – Shall mean the temporary placement of Dredged Material on the Premises from the Broward IWW Project Area resulting from the improvement and maintenance of the Broward IWW.

Maintenance of Traffic Plan (MOT) - LICENSEE plan for removal of Dredged Material from the Premises, which demonstrates how LICENSEE will avoid disruption of other operations within the Port. Dredging operations and the removal of Dredged Material from the Premises shall not interfere with operations of the COUNTY or any of its tenants at the Port.

Parties – Shall mean COUNTY and LICENSEE.

Port – Shall mean the geographical area known as Port Everglades, Florida.

Port Everglades - Shall mean the Port Everglades Department of Broward County.

Premises – Shall mean the land described in Exhibit "B."

Tariff – Shall mean Port Everglades Tariff Number 12 Rules and Regulations as it may be revised or amended from time to time.

ARTICLE 3

GRANT/ RELOCATION BY LICENSEE

Following COUNTY approval of LICENSEE's Maintenance of Traffic Plan (MOT) post-Contractor selection and construction commencement, COUNTY hereby grants to LICENSEE the privilege and nonexclusive right to temporarily place Dredged Material on the Premises described on Exhibit "B" attached hereto and made a part hereof, subject to the terms and conditions herein. In the event that LICENSEE's MOT is not approved by the COUNTY, this Agreement shall be void and of no further effect.

The Parties acknowledge that there will be joint use of the Premises for placement of Dredged Material by LICENSEE and COUNTY. COUNTY agrees that it will not interfere with the rights and uses granted to LICENSEE hereunder. COUNTY shall not be liable for any costs associated with or resulting from LICENSEE's failure to comply with the terms of this Agreement. Should it become necessary to relocate LICENSEE's Operations for reasons determined by COUNTY, federal, state, or local agencies having jurisdiction over the Licensee's Operations or at the request of LICENSEE, all expenses of deactivation, and/or relocation of the LICENSEE's Operations, including costs for associated environmental remediation, shall be borne by LICENSEE. LICENSEE may exercise any administrative, judicial, or appellate

rights available to it to challenge the determination by a federal, state, or local agency that the LICENSEE's Operations be relocated. Subject to the default provisions of Articles 20 and 21 herein, once LICENSEE has commenced using the Premises for the processing of dredged materials from the Broward IWW Project Area, COUNTY shall not require LICENSEE to stop using the Premises during the term of this Agreement.

ARTICLE 4

TITLE/RESERVATION OF TITLE

This Agreement shall vest in LICENSEE no right, title, nor interest in and to the Premises, described in Exhibit "B," other than the privilege of using same for the expressed purposes and on the terms and conditions herein set forth. It is expressly understood that the fee ownership to said Premises shall remain in COUNTY for such use and occupation as COUNTY, its successors or assigns may desire to make of the Premises, subject only to the license rights hereby given to LICENSEE.

ARTICLE 5

TERM

The term of this Agreement shall be for a period of twenty seven (27) months from the Commencement Date, unless sooner terminated as provided herein. The term may be extended for one (1) additional year by mutual agreement of the Parties. The Effective Date shall mean the date upon which this Agreement is approved by the COUNTY through its Board of County Commissioners. The Commencement Date shall mean thirty (30) calendar days after LICENSEE provides COUNTY with written notification of its intent to take occupancy of the Premises to begin site preparation.

ARTICLE 6

USE OF PREMISES; PLANS; DAMAGE TO PREMISES

6.1 The COUNTY's infrastructure and the Premises shall be maintained in a good state of repair. LICENSEE's Operations shall be in accordance with all laws, ordinances, and regulations now or hereafter imposed by all governmental bodies, agencies, or regulatory entities having jurisdiction over such activities, including the reasonable requirements of COUNTY.

6.2 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. LICENSEE shall seek written approval from COUNTY prior to deviating from the approved plans and

shall submit a written request to COUNTY for permission to deviate from the approved plans. Such approval shall not be unreasonably withheld.

- 6.2.1 DREDGING PLAN: LICENSEE shall submit a dredging plan (Dredging Plan) to COUNTY for its approval prior to or simultaneously with LICENSEE's thirty (30) calendar days written notice to COUNTY that LICENSEE intends to begin site preparation on the Premises. The Dredging Plan will include the following information: (a) a copy of all permits issued for the LICENSEE's Operations, (b) a timeline for LICENSEE's Operations, and (c) an estimate of the dredging volume.

LICENSEE shall not place any Dredged Materials on the Premises until the COUNTY has approved the Dredging Plan.

- 6.2.2 MAINTENANCE OF TRAFFIC PLAN (MOT) LICENSEE shall develop a Maintenance of Traffic Plan (MOT), which demonstrates how LICENSEE will avoid disruption of Port operations, by removal of Dredged Material from the Premises in a manner, which shall not interfere with operations of the COUNTY or any of its tenants at the Port. As such, the Port shall provide input on peak times of operation, traffic flow patterns, and other such information that would assist the LICENSEE to develop an optimal MOT plan.

- 6.2.3 DREDGED MATERIAL REMOVAL PLAN: LICENSEE shall develop a Dredged Material removal plan (Removal Plan) within ninety (90) days of the execution of this LICENSE. The Removal Plan shall be submitted to COUNTY for, and subject to its, approval. The Removal Plan shall include provisions for a post removal topographic survey of the CDF. This survey along with the as-built topographic survey (as compared to the May 2013 Oceanside Solutions topographic survey, submitted with the closeout of the Dania Cut-Off Canal Project) required in the Dredging Plan, will provide the basis for the final determination of the completion of Dredged Material removal. This plan shall also include a provision for a post-removal certification, performed by a recognized and qualified independent third party, satisfactory to the COUNTY that no "Hazardous Substances," "Hazardous Waste," or other contaminants are present on the Premises above levels that were present (as compared to the July 2013 Tierra South Florida report, submitted with the closeout of the Dania Cut-Off Canal Project) prior to LICENSEE's Operations.

6.2.4 The cost of all work required to construct and maintain the Premises for LICENSEE's Operations including, but not limited to, materials and labor needed to construct dikes, haul roads, weirs, etc., shall be borne by LICENSEE.

6.3 COUNTY acknowledges that LICENSEE, pursuant to that certain License Agreement for Temporary Placement of Dredged Materials at Port Everglades between LICENSEE and COUNTY dated August 10, 2010, as amended ("DCC License Agreement"), provided to the COUNTY, on March 22, 2012, security in the amount of Two Million Five Hundred Thousand Cash Dollars (\$2,500,000) ("Cash Deposit"), which was intended to guarantee performance of the removal and disposal of any "Hazardous Substances," "Hazardous Waste," or other contaminants placed on the Premises. These funds will continue to be held by the County in the security deposit account BSA-2202- Security Dep Held-Lease until the project completion and acceptance of the Premises by COUNTY. LICENSEE and COUNTY agree that in addition to such purpose, the Cash Deposit shall be used to guarantee LICENSEE's performance of its obligation to (i) completely remove and permanently dispose of the Dredged Material in the CDF, and (ii) restore the Premises to the condition it was in as of the date of this Agreement. LICENSEE shall include in the contract with its dredging contractor a requirement for the said contractor to perform (i) and (ii) above, and LICENSEE agrees to call upon the surety to perform under the contractor's performance bond in the event said contractor defaults.

6.4 LICENSEE shall repair any damage or injury to the Premises or otherwise caused by its exercise of the privileges granted in this Agreement, including all roadways, buildings, and structures, promptly restoring the same to the condition at least equal to that existing immediately prior to such damage or injury, at no cost whatsoever to COUNTY. The obligation of the LICENSEE in this respect shall survive and shall be applicable to further damage, which results from settlement of earth or other cover materials or otherwise unless such damage is caused by others.

6.5 Except as otherwise provided herein, all brush, trimmings, and other growth cut by LICENSEE and all earth, and other material removed by LICENSEE shall be removed and disposed of by LICENSEE at its own cost and expense and at no cost or expense whatsoever to COUNTY.

6.6 COUNTY shall have the right, at any time during the term of this Agreement, to install, develop, or re-develop utilities, cables, roads, parking areas, pavements, piers, docks, deep water slip areas, railroad tracks, or other Port related infrastructure under, over, and within the Premises covered by this Agreement. COUNTY and LICENSEE shall take such steps as are necessary in order to not unreasonably interfere with LICENSEE's Operations. If relocation of LICENSEE's Operations is necessary as determined by COUNTY, LICENSEE shall completely remove such operations and restore the Premises to grade level, all at the sole cost and expense of LICENSEE. A notice in writing of its intention to install and/or develop such improvements shall be given by COUNTY to LICENSEE sixty (60) calendar days

before same shall be made. Any required changes, relocation, or removal of LICENSEE's Operations as necessary shall be made by LICENSEE within said time period stated above. COUNTY shall provide LICENSEE adequate alternative licenses that will enable LICENSEE to relocate its operations as before the required relocation or removal. During any removal or relocation of LICENSEE's Operations, both LICENSEE and COUNTY will ensure that each other's operations shall not be unreasonably interrupted. LICENSEE is aware that the Port Master Vision Plan, as currently written, does not envision the development of new and re-development of existing roads and other infrastructure, which would require relocation or removal of LICENSEE's Operations at LICENSEE's expense.

ARTICLE 7

LICENSEE'S CONFORMANCE TO RULES AND REGULATIONS OF COUNTY

7.1 LICENSEE agrees to conform to and abide by such written rules, regulations, and policies as may from time to time be adopted and imposed by COUNTY with reference to LICENSEE's Operations. COUNTY agrees that such rules, regulations, and policies shall operate in a uniform way with respect to all persons and entities at the Port. Such rules, regulations, and policies shall be reasonable. COUNTY shall furnish LICENSEE a copy of such written rules, regulations, and policies upon request of LICENSEE.

7.2 LICENSEE shall abide by the COUNTY's Standard Manatee Conditions for In-Water Work, which is attached hereto as Exhibit "C."

7.3 LICENSEE shall provide COUNTY with copies of all its testing and inspection records related to LICENSEE's Operations on the Premises

7.4 LICENSEE shall comply with all applicable federal, state, and local statutes and administrative rules, and shall follow industry standards as criteria to ensure an adequate level of competence.

7.5 It is a requirement of the COUNTY that it enter into contracts only with entities that certify the establishment of a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code. Execution of this Agreement by the LICENSEE shall serve as the LICENSEE'S required certification that they either have or that they will establish a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code.

7.6 COUNTY, at its own expense, may conduct site inspections of the Premises and LICENSEE's as required, upon reasonable notice to LICENSEE.

ARTICLE 8

NOTICE

Any notice required or intended to be sent to the Parties with reference to the subject matter of this Agreement shall be sufficient if posted by registered or certified mail addressed as follows:

Notice to the COUNTY shall be addressed to:

County Administrator
Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, FL 33301

With a copy mailed to:

PORT EVERGLADES
Attention: Chief Executive/Port Director
1850 Eller Drive
Fort Lauderdale, FL 33316

Notice to the LICENSEE shall be addressed to:

FLORIDA INLAND NAVIGATION DISTRICT
Attn: Executive Director
1314 Marcinski Road
Jupiter, Fl. 33477

ARTICLE 9

HAZARDOUS WASTE AND HAZARDOUS SUBSTANCES

9.1 LICENSEE shall keep or cause the Premises to be kept free of Hazardous Waste or Hazardous Substances.

9.2 LICENSEE shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of LICENSEE, its agents, employees, or assigns, release of Hazardous Waste or Hazardous Substances onto the Premises.

9.3 LICENSEE shall designate a segregated containment area on the Premises for the placement of Hazardous Waste and Hazardous Substances. All Hazardous Waste and Hazardous Substances shall be tested and disposed of consistent with all applicable legal requirements.

9.4 The terms "Hazardous Waste," "Hazardous Substance," "disposal," "release," and "threatened release," if used in this Agreement, 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.

9.5 LICENSEE shall immediately provide COUNTY with written notice of any release or threatened release of Hazardous Waste or Hazardous Substances on the Premises, and shall immediately provide COUNTY with written notice of any injury or action taken by any local, state, or federal governmental entity with respect to Hazardous Waste or Hazardous Substances on the Premises.

9.6 LICENSEE shall remove any Hazardous Waste or Hazardous Substances, which exceeds allowable levels in the ground or the groundwater on the Premises, arising from LICENSEE's Operations.

9.7 LICENSEE shall provide COUNTY with copies of all its testing and inspection records related to LICENSEE's Operations on the Premises.

ARTICLE 10

TIME OF ESSENCE - PARTIES' RIGHTS CUMULATIVE

Time of performance by the Parties of each and every provision, covenant, and term hereof is and shall be forever construed to be of the essence of this Agreement. The rights of the Parties hereunder shall be cumulative and in addition to rights otherwise provided by the statutes and laws of the state of Florida. Failure on the part of a party to promptly exercise any such available right shall not operate nor be construed to operate as a waiver or forfeiture of any such right.

ARTICLE 11

TERMS BINDING ON SUCCESSORS AND ASSIGNS

The provisions and terms hereof shall extend to and be binding upon the Parties hereto their successors and assigns.

ARTICLE 12

INDEMNIFICATION/LIABILITY

12.1 LICENSEE and COUNTY shall each be independently and separately liable and responsible for the actions of its respective officers, agent's employees, contractors, and assigns, while acting within the scope of their employment, in the performance of their respective obligations under this Agreement.

12.2 LICENSEE and COUNTY shall each independently defend any action or proceeding brought against their respective agency arising under this Agreement and shall be separately responsible for all of their respective costs, attorneys' fees, expenses, and liabilities incurred as a result of any such claims, demands, suits, actions, damages, and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments, or decrees, which may be entered as a result thereof.

12.3 LICENSEE and COUNTY agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages, and causes of action, which may be brought against either Party pursuant to this Agreement.

12.4 LICENSEE and COUNTY are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity is applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third Parties in any matter, whether arising out of this Agreement or any other contract.

ARTICLE 13

LICENSEE'S RIGHT TO ENTER; REQUIRED PERMITS

13.1 LICENSEE shall be responsible for all costs associated with LICENSEE's Operations including, costs associated with security, construction and removal of temporary access roads, dikes, and berms, out falls, haul roads, weirs, etc.

13.2 LICENSEE's Operations shall not interfere with operations of the COUNTY or any of its tenants at the Port. To that end, LICENSEE shall submit a Maintenance of Traffic (hereinafter "MOT") plan for removal of Dredged Material from the Premises to the COUNTY, which demonstrates how LICENSEE will avoid disruption of other operations within the Port.

13.3 LICENSEE shall maintain, clean, and/or repair any damage to COUNTY roads within the Port caused by LICENSEE's Operations.

13.4 LICENSEE and COUNTY shall participate in a pre-construction meeting to discuss the need for compliance with Port security requirements, maintenance of secure areas, and other issues related to LICENSEE's Operations and the Port.

13.5 LICENSEE agrees that it shall not undertake any work, except under emergency circumstances, involving LICENSEE's Operations on the Premises without and until the written approval of COUNTY for such planned work has been given. Such written approval by COUNTY shall not be unreasonably withheld.

13.6 LICENSEE shall obtain all required governmental approvals and permits for such work and shall comply with such other rules and regulations as may be reasonably prescribed by COUNTY, and shall take such steps as may be reasonably necessary or directed by COUNTY to ensure that LICENSEE's agents, employees, invitees, and guests observe these requirements. All reasonable costs associated with LICENSEE's operations, security fence, barrier, access control and monitoring system, including, but not limited to, gates, signs or locks (keying and re-keying), which are currently installed or in the future installed at the Premises by LICENSEE shall be borne by LICENSEE. COUNTY reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency and charge such costs and expenses to LICENSEE in the event LICENSEE fails to act within a reasonable time frame after being notified by COUNTY of any such deficiency. The provisions hereof shall survive the expiration or any other termination of this Agreement as long as Dredged Materials exist on the Premises.

13.7 LICENSEE shall remove any Dredged Material LICENSEE places on the Premises after the drying period, which is not to exceed ninety (90) calendar days from being dredged.

ARTICLE 14

PORT CHARGES; COMPLIANCE WITH TARIFF

14.1 LICENSEE shall pay or cause to be paid charges for LICENSEE's use of other available services, facilities, or equipment at the Port as provided for in Port Everglades Tariff No. 12, any amendments thereto or reissues thereof.

14.2 In making use of the Premises, Port facilities, equipment, or services, LICENSEE agrees to be bound by the terms and provisions of Port Everglades Tariff No. 12, any amendments thereto or reissues thereof.

14.3 LICENSEE, at its sole cost, shall be responsible for complying with all security-related measures that impact the Premises, LICENSEE and/or its employees, representatives, contractors, guests, and invitees.

ARTICLE 15

COVENANTS OF PARTIES

15.1 COUNTY covenants and agrees with LICENSEE that throughout the term hereof, it will provide, maintain and make available for use by LICENSEE, deepwater port facilities that will provide efficient, safe, and useable means for LICENSEE's Operations. Any delay or failure to provide such facilities that result from an Act of God, an Act of War, or through no fault or act of COUNTY, shall not be considered a violation or breach by COUNTY of its obligations hereunder.

15.2 Facilities having specifications substantially the same as those, which exist at the time of the execution of this Agreement, are acknowledged as fulfilling COUNTY's obligation with regard to the terms of this section.

15.3 LICENSEE agrees that COUNTY shall have the right of first refusal to purchase construction grade Dredged Material at no cost to COUNTY except for the costs of loading and transporting the materials.

ARTICLE 16

INSURANCE REQUIREMENTS

16.1 LICENSEE shall cause its dredging contractor to maintain for the term of this Agreement, Commercial General Liability, Workers Compensation, Business Automobile Liability, and Environmental Impairment Liability in the amounts as follows:

16.1.1 Commercial General Liability in the amount of Fifteen Million Dollars (\$15,000,000.00) per occurrence, Fifteen Million Dollars (\$15,000,000.00) aggregate combined single limit bodily injury and property damage liability. Such policy will include premises/operations, independent contractors and name Broward County Board of Commissioners as an additional insured.

16.1.2 Environmental Pollution Liability, which includes clean-up costs and Environmental Impairment Liability insurance coverage on a claims made basis in the minimum amount of Eight Million Dollars (\$8,000,000.00) per claim, subject to a maximum deductible of Two Hundred and Fifty Thousand Dollars (\$250,000.00) per claim. Such policy shall include an Eight Million Dollar (\$8,000,000.00) annual policy aggregate and name Broward County as additional insured.

16.1.3 Business Auto Liability in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single

limit with no deductible for bodily injury and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Liability Policy without restrictive endorsements as filed by the Insurance Services Office. Such policy shall insure owned, non-owned and hired vehicles.

16.1.4 Workers' compensation in compliance with Florida Statutes Chapter 440 as well as any applicable federal workers' compensation laws.

16.1.5 If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshore & Harbor Workers Act and Jones Act.

16.2 All policies of insurance obtained hereunder shall name the LICENSEE and the COUNTY as Additional Insureds and shall be evidenced by certificate(s) of insurance, which provide COUNTY with thirty (30) calendar days' prior written notice of cancellation and/or non-renewal. LICENSEE may elect to self-insure these insurance requirements in lieu of obtaining policies for the types and at the limits provided herein. LICENSEE shall provide proof of self-insurance and all other required documentation as requested by the COUNTY's Risk Management Division.

16.3 LICENSEE has been informed that COUNTY periodically reviews the required minimum insurance limits set forth herein. LICENSEE may request in writing, at least sixty (60) calendar days prior to the Agreement anniversary date, a review of insurance requirements in this Agreement. Such request will receive written response, at conclusion of review within sixty (60) calendar days of request.

16.4 COUNTY is to be expressly included as an Additional Insured in the name of Broward County with respect to liability (General and Excess Umbrella) for operations performed for the name of the insured by independent and/or subcontractor(s) that is (are) hired, and acts or omissions of the named insured in connection with his/her general supervision of such operations.

16.5 LICENSEE shall submit all certificates of insurance required under this article no later than thirty (30) calendar days prior to the commencement of the dredging project.

ARTICLE 17

COMPLIANCE WITH LAWS

17.1 LICENSEE shall comply with and ensure that its employees and all others under its direction will, at all times, comply with and abide by Port Everglades

Tariff No. 12, and all federal, state, and local laws, ordinances, rules and regulations of all governmental entities, and agencies having jurisdiction over the activities of LICENSEE under this Agreement, expressly including those dealing with environmental protection, at the sole expense of LICENSEE.,

17.2 COUNTY, as owner of the Premises, agrees that it will at all times comply with and abide by all applicable laws, rules, and regulations and keep active, any permits and/or licenses as required to meet its obligations hereunder.

ARTICLE 18

LICENSE, PERMITS, TAXES

18.1 LICENSEE agrees that it will obtain and keep in full force and effect all licenses, permits, and authorizations required by any governmental authority, body, or agency having jurisdiction or regulatory power over LICENSEE's Operations in the Port.

18.2 Upon completion of LICENSEE's Operations, all permits, licenses, and/or exemptions for the utilization of the Premises for a site for Dredged Material shall be transferred to COUNTY.

18.3 LICENSEE agrees that it will pay any and all taxes that may be levied on rights or interests granted to it hereunder and on any of its improvements. This obligation shall survive the term of this Agreement.

ARTICLE 19

ASSIGNMENT

Neither this Agreement nor any rights or privileges emanating therefrom shall be assigned, transferred, or sub-let without the prior written consent of COUNTY, which consent shall not be unreasonably withheld.

ARTICLE 20

DEFAULT – REMEDIES

20.1 In the event that one of the Parties should default in the performance of its obligations hereunder, and such default shall continue to exist or a cure has not been initiated for thirty (30) calendar days after written notice of such default is given (as provided for in Article 8. NOTICE herein), the non-defaulting party, at its option, may terminate this Agreement.

20.2 In the event that one of the Parties should default in the performance of its obligations hereunder, and no termination of this Agreement is claimed by the non-defaulting party, the non-defaulting party may pursue appropriate remedies arising from the default as are provided for by law.

ARTICLE 21

TERMINATION/NON-USE

21.1 In addition to termination by COUNTY or LICENSEE in accordance with Article 20. DEFAULT - REMEDIES herein, this Agreement may be terminated by COUNTY upon non-use of the Premises by LICENSEE for a continuous period of ninety (90) calendar days.

21.2 At the end of the term or any extension thereof, or if this Agreement is sooner terminated, LICENSEE, at its expense, unless otherwise directed by the COUNTY, shall:

21.2.1 Remove the Dredged Material that is the subject of this Agreement. LICENSEE shall be solely responsible for removal of any Dredged Material it places on the Premises and such obligation shall continue after the termination of this Agreement. All Dredged Material shall be removed from the Premises within ninety (90) calendar days of completion of the project or termination of this Agreement.

21.2.2 Upon termination or expiration of this Agreement, LICENSEE shall surrender the Premises to COUNTY. In the event that no further use of the Premises or any part thereof is needed, LICENSEE shall give written notification to COUNTY at least ninety (90) calendar days prior to the release of any or all of the Premises.

21.2.3 Upon termination or expiration of this Agreement, LICENSEE shall leave the Premises in the same condition as when it first took occupancy, save ordinary wear and tear, unless otherwise approved in writing by COUNTY. If the COUNTY finds that it wants the improvements on the Premises, LICENSEE shall transfer all interests in the same to COUNTY.

21.2.4 Any time after termination of this Agreement, if LICENSEE has not removed all Dredged Material that it placed on the Premises, within ninety (90) calendar days after written notice requesting removal of such material from the COUNTY, the COUNTY shall have the right, but not the obligation, to remove such Dredged Material at the sole cost and expense of LICENSEE and, in that

event, LICENSEE shall, within thirty (30) calendar days of receipt of any invoice for such removal, pay such cost to COUNTY. COUNTY will take all prudent and customary actions to obtain a reasonable removal cost.

21.3 Such removal shall commence within thirty (30) calendar days from the end of the term or extensions or sooner termination and shall proceed uninterruptedly to completion. In conjunction with the removal, LICENSEE shall conduct, at its sole expense, an environmental assessment using the services of competent and professional consultants with expertise in the environmental assessment process, to assure that its operations have not caused contamination of the environment in contravention of any applicable federal, state, and/or local statutes or regulations. If the environmental assessment indicates that the LICENSEE's Operations have caused environmental contamination above the regulatory limits requiring corrective action, LICENSEE will take complete financial and managerial responsibility for the required corrective action.

ARTICLE 22

FORCE MAJEURE

In the event that either party is delayed or prevented from fulfilling its obligations hereunder by acts of God, fires, hurricanes, floods, governmental action, acts of war, strikes, or any other cause beyond its control, such failure shall not be deemed to be a breach of this Agreement and the time within which it must perform any such requirement shall be extended by a period of time equal to the period of delay arising from any of said causes.

ARTICLE 23

MISCELLANEOUS

23.1 This Agreement, and all provisions hereof, is subject and subordinate to any written ordinances, rules, or regulations, which have been, or may hereafter be, adopted by COUNTY pertaining to the Port. In addition, this Agreement is subordinate and subject to the provisions of all written resolutions heretofore and hereafter adopted by COUNTY in connection with any revenue bonds issued by COUNTY with respect to the operations of the Port, or any improvements to the Port or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including without limitation, any pledge, transfer, hypothecation, or assignment made at any time by COUNTY to secure any such bonds.

23.2 LICENSEE acknowledges that COUNTY is subject to Development Orders issued pursuant to Chapter 380, Florida Statutes, by the City of Fort Lauderdale, the City of Dania Beach, and Broward COUNTY (collectively, "Development Orders"). COUNTY has completed its 1994 Fort Lauderdale-Hollywood

International Airport Master Plan Update ("Master Plan Update") and its 1994 Fort Lauderdale-Hollywood International Airport FAR Part 150 Program Update ("Part 150 Update"). Accordingly, COUNTY will be seeking regulatory approvals (collectively, "Regulatory Approvals") consistent with such plans and the implementation of such plans, which may include the following: (1) amendment of the existing Development Orders consistent with Chapter 380, Florida Statutes, as may be amended; (2) Preliminary Development Agreement(s) from the Department of Community Affairs consistent with Chapter 380, Florida Statutes, as may be amended; (3) land use and zoning amendments pursuant to Chapter 163, Part II, Florida Statutes, as may be amended; (4) federal requirements; (5) such environmental permitting as may be required by federal, state, or local regulations; and (6) any other regulatory approvals as may be required by any governmental authority having jurisdiction over the issuance of permits for the approval and implementation of the Master Plan Update and the Part 150 Update.

23.2.1 LICENSEE agrees to cooperate with COUNTY in connection with COUNTY's efforts to obtain the Regulatory Approvals. From and after the date of execution of this Agreement, LICENSEE agrees to support COUNTY's efforts to obtain the Regulatory Approvals by executing any document(s) or instrument(s) reasonably requested by COUNTY in order to assist COUNTY in obtaining the Regulatory Approvals, provided that LICENSEE shall not be required to bear any expense in connection therewith or execute any document, which is in conflict with the rights granted LICENSEE herein.

23.3 LIMITATION ON EXPANSION OF LIABILITY. Neither party hereto shall take any action (whether by virtue of entering into any contract with any third party or otherwise) to extend, increase, or otherwise expand any liability obligation of the other party as applicable under the terms and conditions of this Agreement.

23.4 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared and executed by both Parties with the same formality as this Agreement. Notwithstanding the foregoing, an amendment extending the term of this Agreement one (1) additional year pursuant to Article 5 may be approved by the Chief Executive/Port Director.

23.5 SEVERABILITY. In the event this Agreement or a portion thereof is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or LICENSEE elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

23.6 JOINT PREPARATION. The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary

for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the Parties, the language has been agreed to by the Parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

23.7 THIRD PARTY BENEFICIARIES. Neither COUNTY nor LICENSEE intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties hereto agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

23.8 NO WAIVER. No waiver by COUNTY or LICENSEE of any default committed on the part of the other party in performance of any of the terms, covenants, or conditions hereof to be performed, kept, or observed shall constitute a waiver or be construed to be a waiver by COUNTY or LICENSEE of any prior or subsequent default committed hereunder.

23.9 CAPTIONS AND HEADINGS. The section headings in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

23.10 CUMULATIVE RIGHTS. All rights and remedies of COUNTY and LICENSEE hereunder or at law or in equity are cumulative and shall be in addition to any other rights and remedies available. The exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other. Failure by COUNTY or LICENSEE to promptly exercise any of its rights shall not operate to forfeit or be treated as a waiver of any such rights.

23.11 CHOICE OF LAW AND VENUE. Any controversies or legal cause of action arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be prosecuted in the state courts of Broward COUNTY, Florida the venue situs, and shall be governed by the laws of the state of Florida.

23.12 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT. The LICENSEE shall not unlawfully discriminate against any person in its operations and activities, or in its use or expenditure of funds in fulfilling its obligations under this Agreement. The LICENSEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by the COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the LICENSEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment

advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

23.13 The LICENSEE'S decisions regarding the operations outlined in this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16-1/2), national origin, marital status, physical or mental disability, political affiliation, or any other factor, which cannot be lawfully used as a basis for service delivery.

23.14 The LICENSEE shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16-1/2) in performing any services pursuant to this Agreement.

23.15 PUBLIC RECORDS, AUDIT RIGHTS, AND RETENTION OF RECORDS

23.15.1 COUNTY is a public agency subject to Chapter 119, Florida Statutes. As required by Chapter 119, Florida Statutes, LICENSEE and all its subconsultants and subcontractors shall comply with Florida's Public Records Law. To the extent LICENSEE is a contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, LICENSEE and its subconsultants and subcontractors shall:

23.15.1.1 Keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the service;

23.15.1.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

23.15.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

23.15.1.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of LICENSEE to comply with the provisions set forth in this section shall constitute a default and breach of this Agreement, and COUNTY shall enforce the default in accordance with the provisions set forth in Articles 20 and 21.

23.15.2 LICENSEE shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project, including, without limitation, complete and correct records of payments to each of its subconsultants and subcontractors. For each subconsultant and subcontractor, the books, records, and accounts shall reflect each payment to the subconsultant or subcontractor and the cumulative total of the payments made to the subconsultant or subcontractor. COUNTY shall have the right to audit the books, records, and accounts of LICENSEE and its subconsultants and subcontractors that are related to this Project. All books, records, and accounts of LICENSEE and its subconsultants and subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, LICENSEE or its subconsultants and subcontractors, as applicable, shall make same available at no cost to COUNTY in written form.

23.15.3 LICENSEE and its subconsultants and subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

23.15.4 LICENSEE shall, by written contract, require its subconsultants and subcontractors to agree to the requirements and obligations of this Section 23.15.

23.16 SECURITY.

23.16.1 To the extent applicable to the Premises, and while on the Premises and other land subject to Section 311.12, F.S., within the Port, LICENSEE, at its sole cost, shall comply with Section 311.12, F.S., and all requirements related to the Transportation Worker Identification Credential ("TWIC") as same may be amended from time to time, relating to security regulations for ports, and shall obtain all necessary security clearances, including criminal background checks for the LICENSEE's employees, contractors, or subcontractors, that may be required pursuant to the COUNTY's security plan for the Port.

23.16.2 In addition, LICENSEE and COUNTY acknowledge that security measures at Port Everglades may be increased and that such efforts will likely impact the Premises. In this regard, LICENSEE agrees to cooperate with COUNTY's efforts to increase security and agrees to comply with all security rules and regulations, whether imposed by federal agencies, including, but not limited to, the United States Customs and Border Protection, the United States Coast Guard, the State of Florida, or COUNTY. LICENSEE, at its sole cost, shall be responsible for complying with all security-related measures that impact the Premises, LICENSEE and/or its employees, representatives, contractors, guests and invitees.

23.17 MULTIPLE ORIGINALS. This Agreement may be executed in four (4) counterparts, each of which shall be deemed to be an original.

23.18 This Agreement represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondences, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

[The remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the ____ day of ____, 20__ and FLORIDA INLAND NAVIGATION DISTRICT, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 20__

Insurance requirements
approved by Broward County
Risk Management Division

By _____
Signature (Date)

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

Print Name and Title above

By _____
John E. Naclerio III (Date)
Assistant County Attorney

By _____
Russell J. Morrison (Date)
Sr. Assistant County Attorney

JEN/cr
11/24/14
FIND-Port-Eveglades-license-agr FINAL
#09-3029.01

**LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND FLORIDA INLAND
NAVIGATION DISTRICT FOR THE TEMPORARY PLACEMENT OF DREDGED
MATERIAL AT PORT EVERGLADES IN BROWARD COUNTY, FLORIDA**

LICENSEE

WITNESSES:

FLORIDA INLAND NAVIGATION DISTRICT

By _____

By _____

Print Name

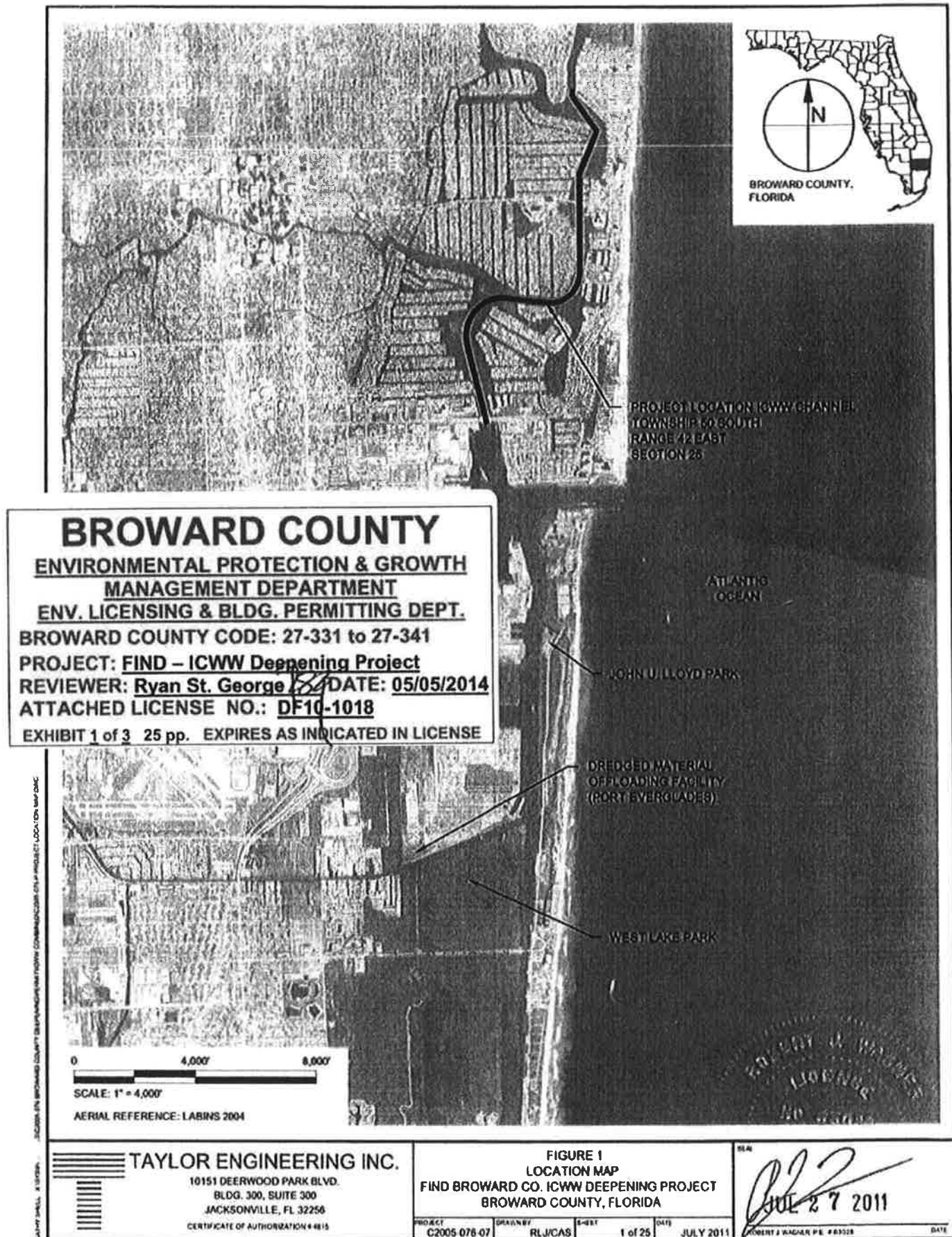
Name and Title

By _____

____ day of _____, 20____

Print Name

Exhibit "A"





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

FAX: (954) 739-6409

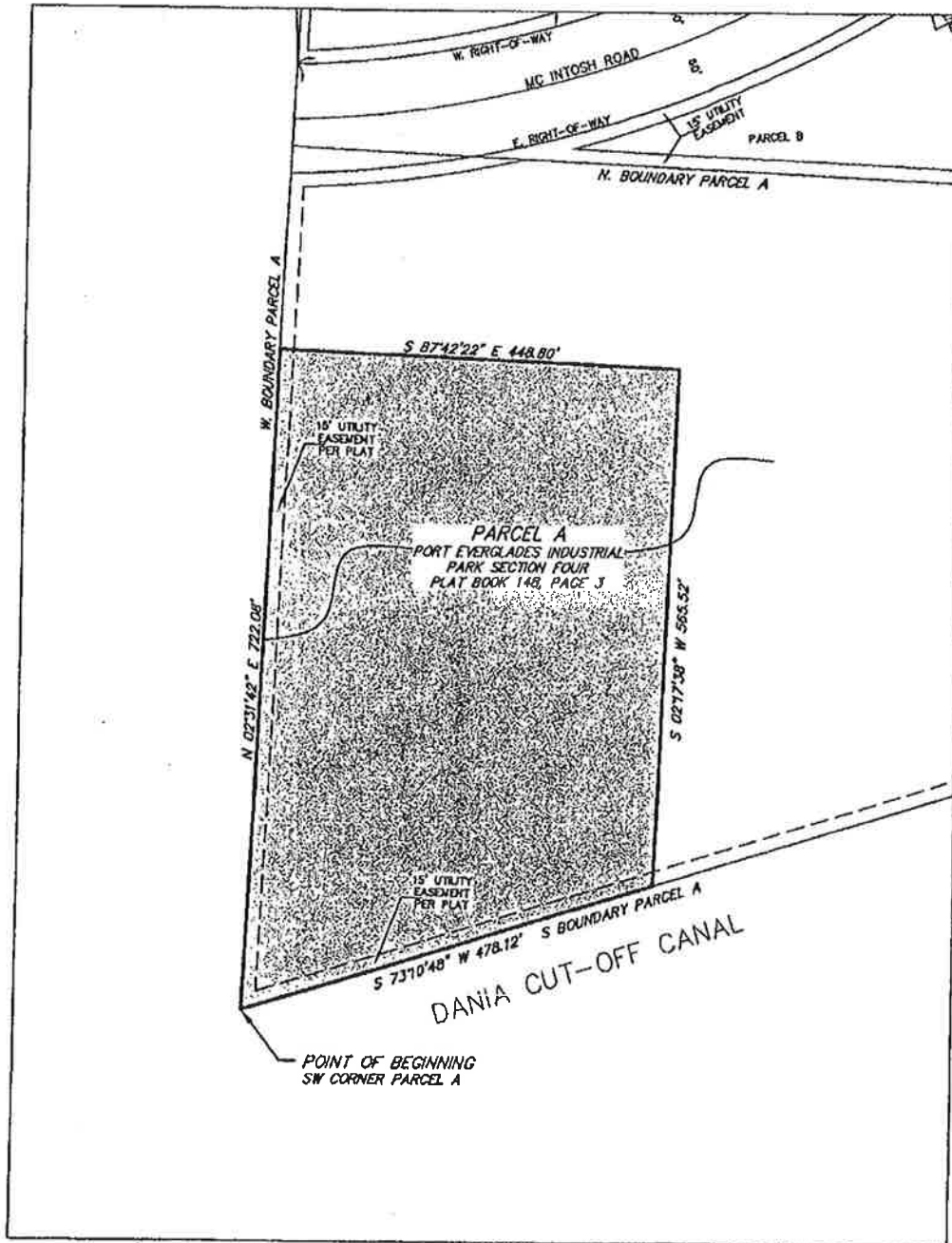
FOR: **BROW. CO. PORT EVERGLADES**

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.



0 75 150
SCALE: 1"=150'

**SKETCH TO ACCOMPANY DESCRIPTION
DRY MARINA / SPOIL SITE**



ALL THE RECORDING INFORMATION REFERENCED HEREON CAN BE FOUND IN THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA

SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D	NOTE
				<p>NOTE The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.</p> <p>NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.</p> <p>G:\1998\980098.2\DWG\SD DRY MARINA.DWG</p>
JOB NO.: 98-0098.2	DRAWN BY: DMD	CHECKED BY: TCS	F.B. N/A	PG. N/A
DATED: 1-28-09				

Exhibit B - 2

DESCRIPTION: DRY MARINA/SPOIL SITE

A PORTION OF PARCEL A, PORT EVERGLADES INDUSTRIAL PARK SECTION FOUR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 148, PAGE 3, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID PARCEL A; THENCE NORTH 02°31'42" EAST, ALONG THE WEST BOUNDARY OF SAID PARCEL A, A DISTANCE OF 722.08 FEET; THENCE SOUTH 87°42'22" EAST, A DISTANCE OF 448.80 FEET; THENCE SOUTH 02°17'38" WEST, A DISTANCE OF 565.52 FEET; THENCE SOUTH 73°10'48" WEST, ALONG THE SOUTH BOUNDARY OF SAID PARCEL A, A DISTANCE OF 478.12 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA, CONTAINING 289,774 SQUARE FEET OR 6.652 ACRES MORE OR LESS.

THE BEARINGS SHOWN AND DESCRIBED HEREON ARE BASED ON THE PLAT OF PORT EVERGLADES INDUSTRIAL PARK SECTION FOUR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 148, PAGE 3, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE WEST BOUNDARY OF PARCEL A BEARS NORTH 02°31'42" EAST.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61G17-6 (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 271

THIS SKETCH IS NOT VALID WITHOUT THE
SIGNATURE AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND
MAPPER.

DOUGLAS M. DAVIE
PROFESSIONAL SURVEYOR AND MAPPER NO. 4343
STATE OF FLORIDA

ISSUED 28 2009

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

SHEET 1 OF 2

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Created on 1/28/2009 11:02:00 AM
DMD\dmr

Exhibit "C"

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC



November 12, 2014

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

RE: Scope of Professional Engineering Services
Alternative Trucking Route Extension Design and Permitting — Intracoastal Waterway
Deepening Project, Broward County, Florida

Mr. Crosley:

On October 18 the FIND Board approved Taylor Engineering's Scope of Work for permitting, construction plans, and specifications for the temporary access road extending between the western boundary of Port Everglades through portions of both Broward County and Florida Power & Light (FPL) property. On October 23 FIND and Taylor Engineering conducted a joint coordination meeting and on-site inspection with representatives of the City of Dania Beach, Port Everglades, and FPL to discuss the upcoming Intracoastal Waterway deepening project in Broward County. The primary topic centered on the expected truck traffic from offloading dewatered dredged material from the Port Everglades dredged material management area. As a result of this meeting, FIND agreed to investigate the feasibility of routing truck traffic onto the right-of-way of N.E. 7th Avenue — separating normal daily traffic from truck traffic via a continuous set of concrete jersey barriers — and merging traffic north of the N.E. 7th Avenue and N.E. 10th Street intersection.

Professional services required to implement this additional action primarily include those from our sub-consultants (totaling \$40,738.50) for the natural resources survey (Attachment A), topographic and utility survey (Attachment B), and traffic engineering for Maintenance of Traffic (MOT) and stormwater permit application and coordination (Attachment C). Additional engineering, permitting, and coordination services amount to a minor adjustment in Taylor Engineering's fee (totaling \$5,140.00). Combined with the sub-contractors' fees, this yields a total cost-plus not-to-exceed fee of \$45,878.50 (Attachment D).

Taylor Engineering appreciates this opportunity to serve FIND on this project. Please contact me if you have questions or comments.

Sincerely,

John F. Adams, P.E.

Senior Advisor, Waterfront Engineering

Attachments (4)

**FLORIDA INLAND NAVIGATION DISTRICT
ALTERNATIVE TRUCKING ROUTE EXTENSION DESIGN AND PERMITTING —
INTRACOASTAL WATERWAY DEEPENING PROJECT, BROWARD COUNTY, FLORIDA**

**ATTACHMENT A
KIMBERLY ANN BROWN AND ASSOCIATES, INC.
SCOPE OF WORK AND COST PROPOSAL**



Environmental Engineers and Consulting 2841
 North Ocean Boulevard, Suite 905 Fort Lauderdale,
 Florida 33308
 Telephone: 954-567-3497 Facsimile: 954-567-2549
 e-mail: kabainc@bellsouth.net
 www.kabainc.com

October 30, 2014

Mr. Robert J. DiRienzo, E.I.
 Taylor Engineering, Inc.
 10151 Deerwood Park Boulevard
 Building 300, Suite 300
 Jacksonville, FL 32256

RE: Proposal—
 Broward County ICWW Deepening-Alternative Road Access
 Wetland Permitting Consultation Services
 NE 7th Avenue Shoulder Route - Wetland Impacts

Dear Robert:

This proposal is for services to supplement the scope of work as outlined in KABA's proposal dated October 2, 2014. The following represents KABA's proposal for professional services pursuant to Taylor Engineering's e-mail dated 10/27/14.

KABA will provide an update to our previous wetland delineation report noting any additional wetland and/or environmental impacts associated with the utilization of the existing shoulder along NE 7th Avenue.

This lump sum fee includes the tasks below deemed necessary to move this project through the pre-application phase.

The scope of the services includes the following:

- | | |
|--------|--|
| Task 1 | Delineation of wetland and/or other environmental features associated with NE 7 th Avenue's existing shoulder route (polygon area as defined by Taylor) |
| Task 2 | Update previous wetland delineation report and electronic wetland line data |
| Task 3 | Coordination and consultation with Taylor Engineering |
| Task 4 | Coordination and consultation with Broward County EPGMD, FDEP, and ACOE as necessary to identify their concerns and/or permitting requirements |

KABA's fee for the above Tasks is Two thousand five hundred fifty dollars (\$2,550).

KABA is certified WBE, DBE, SBE

DiRienzo, Robert

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October 30, 2014

KABA welcomes the opportunity of working with you on this project. Of course, should you have any questions, please do not hesitate to call.

Respectfully,

KIMBERLY ANN BROWN and ASSOCIATES, INC.



Kimberly A. Brown, P.E. President

KAB:dcs

Accepted for: Taylor Engineering, Inc.

By:

Signature

Title

Date

**FLORIDA INLAND NAVIGATION DISTRICT
ALTERNATIVE TRUCKING ROUTE EXTENSION DESIGN AND PERMITTING —
INTRACOASTAL WATERWAY DEEPENING PROJECT, BROWARD COUNTY, FLORIDA**

**ATTACHMENT B
KEITH & ASSOCIATES, INC.
SCOPE OF WORK AND COST PROPOSAL**

CONTRACT ADDENDUM NO. 001

PROJECT NAME: BC ICWW Deepening		PROJECT NO:08799.00	DATE: October 31, 2014
CLIENT: Taylor Engineering 10151 Deerwood Park Blvd. Bldg. 300 Suite 300 Jacksonville, FL 32256		CONSULTANT: Keith and Associates, Inc 301 East Atlantic Boulevard Pompano Beach, Florida 33060 Phone: (954) 788-3400 Fax: (954) 788-3500	
CLIENT REPRESENTATIVE: Bob DiRienzo		PROJECT MANAGER: Mike Mossey	
PHONE: (904)-256-1370	FAX:	START DATE:	
EMAIL: RDiRienzo@Taylorengeering.com		END DATE:	

The CLIENT is required to execute this Addendum and return it to the CONSULTANT prior to commencement of the additional services described herein. All items, terms and conditions of the original Agreement (as amended to include the scope defined herein) remain unchanged and in full force and effect.

DESCRIPTION OF ADDITIONAL SERVICES**Task 003 Topographic Survey**

The Consultant will prepare a Topographic Survey for a portion of Section 35, Township 50 South, Range 42 East. The southern limits of the survey will be defined by the north entrance to the Broward Shipyard property at the south end of N.E. 7th Avenue, the northern limits will extend approximately 1000-feet along N.E. 7th Avenue, the east west limits will be limited to the right-of-way line of N.E. 7th Avenue as well as the areas defined on the attached Exhibit as they fall outside of the right-of-way lines. The right-of-way lines will be obtained from the existing information in the Public Records of Broward County, no title search will be performed for this task. The cross-sections will be obtained at 50-foot intervals and will detail any high or low areas. The Consultant will add the newly obtained information to the existing Topographic Survey and will deliver the final version of the survey depicting the parcel lines of the adjacent plats and sectional lines as well as the topographic information geo-referenced (horizontally) to the North American Datum of 1983 with the 2011 adjustment applied. The elevations for the project will be collected in North American Vertical Datum of 1988. The deliverables for this project will be a signed and sealed Topographic Survey as well as the same transmitted digitally. The above scope does not include a Boundary Survey.

The Lump Sum Fee for this Task shall be.....\$3,760.00

Section 4 – Subsurface Utility Engineering (SUE) Services**Task 004 Subsurface Utility Designation, Locating and Mapping Services**

Keith and Associates (CONSULTANT) appreciate the opportunity to provide SUE/Survey services on this very important project. CONSULTANT will follow ASCE Standard 38-02 – “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data” during the field and office

operations for this project. The quality levels discussed below are defined within the standard. CONSULTANT is to provide professional services associated with designation, location and mapping of existing subsurface utilities. CONSULTANT shall designate all known tone able and non-tone able utilities within the delineated areas provided by the CLIENT. Gravity systems, service laterals, irrigation and overhead facilities are not included in this investigation.

Horizontal Designation Services - (Quality Level 'B')

CONSULTANT will horizontally mark any known tone able and non toneable underground utilities that are represented on as-built plans, above ground appurtenances, and other miscellaneous utility records (to be provided by CLIENT). Conductive utilities will be marked on the surface utilizing active geophysical prospecting techniques in conjunction with electromagnetic equipment utilizing passive radio and audio frequencies. Known non-conductive utilities and/or structures will be marked on the surface utilizing 2-d radar, above ground features, professional judgment, utility plats and/or as-builts. This proposal does not include identifying gravity systems, service laterals, irrigation and overhead facilities.

Lump Sum Fee.....\$1,525.00

Location Services - (Quality Level 'A') (Vacuum Excavations)

CONSULTANT will perform up to (10) test holes at specific sites requested by the design engineer. Test holes will be utilized to expose utilities to minimize any potential for damage. Test holes performed will be of minimum size (usually 1' by 1'). Backfill of test holes will be performed utilizing the removed material, if suitable. Areas will be restored back as close as possible to their original condition. Installation of an identifiable above ground marker will be performed at each test hole location. Field markers will consist of a nail and disk in asphalt, or an iron rod and cap with survey stake in grassed areas. Test holes performed in the street will be patched using cold patch. The test hole number and utility will be identified on the ground or on the stake, as appropriate. A test hole summary report will be created providing coordinates, depth of cover, type, size and material if applicable.

Not to Exceed Fee.....\$3,200.00

Technical Limitations -

Services will be provided with due diligence and in a manner consistent with standards of the subsurface utility locating industry. Every reasonable effort will be made to locate all utility systems of interest whether indicated on record plans available to us or not. However, no guarantee can be made that all existing utility systems can be detected, located or exposed. It may not be possible to detect utilities without prior knowledge, such as systems that are not depicted on record prints available to us. Typically the horizontal location effort will include electromagnetic induction, power source detection, and ground penetrating radar (GPR). Electromagnetic induction is a method in which a transmitted signal is applied to a metallic target. As long as the target is metallic and unbroken, the target can be traced and a receiver at the surface is used to detect the transmitted signal. If the signal cannot be applied directly to the target, induction may be produced from the surface. In this scenario bleed-off of the transmitted signal to an adjacent facility is possible, sometimes resulting in erroneous information. PVC, HDPE, concrete pipe and other non-metallic facilities cannot be located by electromagnetic methods. Power source detection is a technique used to locate naturally occurring magnetic fields that exist around cables while generating a signal (electric, telephone, CATV for example). Ground penetrating radar (GPR) is available to assist in

locating non-metallic utilities and other facilities that are unidentifiable using traditional electromagnetic techniques. The accuracy of these techniques is subject to the limitation of the available technology and certain factors and field conditions beyond our control, such as the size, depth and conductivity of the target, the site conditions and access, soil conditions, depth to water table and the existence of adjacent buried materials and debris. The targeting of subsurface utilities, although highly reliable, is expressly understood to represent an approximate location of the facility marked on the ground surface. Facilities located from the surface are usually found within two feet of the surface mark. Once a possible facility has been located from the surface, vacuum excavation services should be used to visually verify and to provide the accurate horizontal location and vertical measurements (a test hole). Vacuum excavation techniques are used to provide a cost-effective service that causes minimal disturbance to the site, the utility, vehicle traffic, and is acceptable to the permitting agencies. The size of the test hole excavation is kept to a minimum, in most cases the nominal size of a test hole is 8" x 8". This service represents the best available data on subsurface utilities given a cost-effective investigation using air/vacuum excavation. Visual verification in the test hole below the water table is not possible. An air lance probe can be used in these instances to a reasonable depth of approximately 6 feet, although results to greater depths may be possible. The bottom of the utility pipe and conduit is sometimes not directly available and in most cases can be derived from the crown of the pipe and the pipe diameter. Pipes with a diameter of 16" or less can usually be determined by exposing a portion or the entire pipe as needed. If pipe diameter is critical on pipe facilities greater than 16", additional test holes may be required to obtain both edges. The bottom depth of multiple conduit and encased duct banks is determined by excavating down one edge of the utility. Additional test holes are needed to accurately document edges, configuration and top and bottom depths. Conditions under multiple or encased duct bank facilities cannot be excavated and therefore the existence of another facility cannot be confirmed. It is important to remember that the bottom edge of the facility may not represent its lowest point, and the shape or configuration of the facility may not be the same on both sides. Locating underground utilities is not an exact science. The reporting of a negative result (no facility found) should not be used as a positive determination that the subject area is clear of all facilities or that the facility does not exist. CLIENT shall hold harmless and indemnify Keith and Associates, Inc. (K&A) against any losses as a result of limitations within the equipment, but not against negligence on the part of K&A. Use of this service does not relieve interested parties from their responsibility to make required notification prior to excavation, nor does it relieve utility owners of their responsibility to mark the location of their facilities. K&A will not be responsible for damage caused by others. K&A will not be responsible for utilities that cannot be located with the equipment and techniques provided, or those located underneath other utilities. If records research is not part of the scope of services, the utility owner's marks will be used to identify the utility. K&A will not be responsible for correcting mistakes made by other locators. Where vacuum excavation services are used and no utility is found at the mark provided by the utility at a depth of 5 feet, the excavation will be backfilled, referenced and invoiced as one test hole.

Subsurface Utility Engineering Conditions and Understandings -

The utility markings are for design purposes only. The Florida One Call must be notified forty-eight (48) hours in advance of any excavation.

CONSULTANT will not access confined spaces. If confined spaces need to be accessed for locating purposes than the client will be notified and further arrangements will be made for said access. Additional fees may be applicable.

If Due to traffic conditions additional MOT is required and beyond the capability of CONSULTANTS standard MOT operations, CONSULTANT will notify client and provided and additional fee for the MOT operation.

Additional requests outside the scope of services, when requested by client and/or client's representative, will be invoiced on an hourly basis.

This proposal assumes site access is available and work can be performed between the hours of 7:30 AM and 5:00 PM Monday through Friday.

The Total Fee for tasks 003 and 004\$8,485.00

COMPENSATION FOR ADDITIONAL SERVICES

Lump Sum Fee	\$5,285.00
T&M Estimated Budget	Estimate \$3,200.00
Estimated Reimbursable Expenses	Estimate \$0
Total <i>Estimated</i> Fees	Estimate \$8,485.00

ACCEPTANCE OF SERVICES AND TERMS

KEITH and ASSOCIATES, INC	ADDENDUM APPROVED BY CLIENT AUTHORITY:
SIGNATURE: _____	SIGNATURE: _____
PRINT NAME: <u>Dodie Keith-Lazowick</u>	PRINT NAME: _____
TITLE: <u>President</u>	TITLE: _____
DATE: _____	DATE: _____



PROJECT LIMITS EXHIBIT

PREVIOUS SURVEY AREA

MATCH EXISTING
SURVEY

SURVEY AND S.U.E.
PROJECT LIMITS

Google earth

1/18/2014 2:50:25 PM 6 ft 1079 ft

**FLORIDA INLAND NAVIGATION DISTRICT
ALTERNATIVE TRUCKING ROUTE EXTENSION DESIGN AND PERMITTING —
INTRACOASTAL WATERWAY DEEPENING PROJECT, BROWARD COUNTY, FLORIDA**

**ATTACHMENT C
KIMLEY-HORN, INC.
SCOPE OF WORK AND COST PROPOSAL**



November 7, 2014

Ms. Lori Brownell
Taylor Engineering, Inc.
10151 Deerwood Park Blvd, Bldg. 300, Suite 300
Jacksonville, FL 32256

Re: Professional Services Agreement

Dear Ms. Brownell:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to Taylor Engineering, Inc. ("Client") for providing design and permitting services to prepare traffic control plans, stormwater modifications, and permitting services for the construction exit onto NE 7th Ave for the FIND ICWW deepening project.

Project Understanding

Due to traffic constraints, the Client wishes to develop an egress route for vehicles departing the project onto NE 7th Ave west of the construction activities. The route will enter NE 7th Ave to the north of its transition to NE 10th St. The Client requires traffic control and permitting services for the driveway and reconfigured stormwater treatment pond.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1: Traffic Control Analysis and Coordination

- A. Analysis: Kimley-Horn will evaluate two traffic control concepts for review by the Client prior to submittal, including the following elements:
 - Traffic control for construction of temporary access road
 - Traffic control signing requirements
 - Coordination with Broward County
 - Estimate of probable cost preparation
- B. Coordination: Broward County Traffic criteria will govern areas south of NE 10th St. Broward County Aviation Department (BCAD) criteria will govern areas along NE 10th St and north. Kimley-Horn will coordinate and host up to six (6) conference calls with Broward County Traffic, BCAD, Taylor Engineering, and the Florida Inland Navigation District (FIND). Coordination of meetings may be facilitated through phone conversations and emails. The purpose of the meetings will be to agree on design criteria and deliverables for review.

Task 2: Traffic Control Plans

- A. Traffic Control Plans: Kimley-Horn will develop traffic control plans for the proposed work for use by the Client and the project contractor. These plans will be developed in general accordance with Broward County design standards and specifications. The traffic control plans will detail the following elements:

- Construction of temporary access road adjacent to NE 7th Avenue.
- General notes with Broward County, contractor, and client contact information, traffic control restrictions, phasing notes, and regulatory speed.
- Traffic control typical sections
- Traffic control signage, barricade type and location.

B. Submittals: One consolidated set of comments will be incorporated into the submittal packages as follows:

- Progress submittals will be made to Broward County for coordination of design and general compliance with County criteria. It is not of the intent of this contract to obtain official approval of traffic control plans. The responsibility of final approval shall be borne by the Client's contractor.
- A final submittal will be presented to the Client for sharing with the project contractor. No additional submittals are anticipated.

Task 3: Stormwater Permit Modification

Kimley-Horn will research the project site for existing permits from the South Florida Water Management District (SFWMD). The information found will be used to determine the necessary temporary modifications to the system. Kimley-Horn will obtain stormwater design plans and calculations from the Client to submit as part of the permit modification request. Kimley-Horn will coordinate the application package, submittal, and fees between SFWMD and the Client. Kimley-Horn will respond to one round of comments from SFWMD. Broward County is the apparent owner of the project site. It is the Client's responsibility to identify the proper Owner contact for permitting purposes. Kimley-Horn will coordinate with the Owner contact directly for permitting requirements.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Traffic Counts
- Traffic Impact Analysis
- Utility Locates
- Survey
- Geotechnical Analysis
- Design services for construction of the temporary access road
- Drainage design
- Grading Plans

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- File for permit extensions after initial permit issuance
- Shop Drawing review
- Construction phase services

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following: Survey information, environmental investigations, and CADD files.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon submittal date. We estimate providing the permitting services described herein within 60 days of receipt of the survey. We estimate providing the services in tasks 1 and 2 within 15 days of contract execution.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 through 4 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Traffic Control Analysis	\$ <u>4,500</u>
Task 2	Traffic Control Plans	\$ <u>4,000</u>
Task 3	Stormwater Permit Modification	\$ <u>17,500</u>
Total Lump Sum Fee		\$ <u>26,000</u>

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Taylor Engineering, Inc.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:



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____ Please email all invoices to _____

____ Please copy _____

If you concur with all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Bryan Rapp
Senior Vice President

Taylor Engineering, Inc.
A Corporation

By:

_____, President/Vice President

(Date)

(Print or Type Name)

(Email Address)

Attest:

_____, Secretary/Assistant Secretary

(Print or Type Name)



Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____

Attachment – Request for Information
Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client						
Mailing Address for Invoices						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner	<input type="checkbox"/>

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance in the amount of \$2,000,000 per claim, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that

are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision.

(19) PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

**FLORIDA INLAND NAVIGATION DISTRICT
ALTERNATIVE TRUCKING ROUTE EXTENSION DESIGN AND PERMITTING —
INTRACOASTAL WATERWAY DEEPENING PROJECT, BROWARD COUNTY, FLORIDA**

**ATTACHMENT D
TAYLOR ENGINEERING, INC.
COST PROPOSAL**

ATTACHMENT D

TAYLOR ENGINEERING, INC.
COST SUMMARY BY TASK
P2014-181: ALTERNATE TRUCKING ROUTE EXTENSION DESIGN AND PERMITTING —
ICWW DEEPENING PROJECT; BROWARD COUNTY, FLORIDA

TASK 1: Environmental Support Services

<i>Labor</i>	Hours	Cost (\$)	Task Totals
President	1.0	230.00	
Senior Professional	1.0	135.00	
Project Professional	4.0	420.00	
Senior Technical Support	4.0	412.00	
Administrative	2.0	104.00	
Total Man-Hours	12.0		
Labor Cost			1,301.00
<i>Non-Labor</i>	Units	Cost (\$)	
KABA Subcontract	1.0	2,550.00	
Fee @ 10.0%		255.00	
Total Non-Labor Cost			2,805.00
<i>Total Task 1</i>			\$ 4,106.00

TASK 2: Survey Data Collection

<i>Labor</i>	Hours	Cost (\$)	Task Totals
President	1.0	230.00	
Senior Professional	1.0	135.00	
Project Professional	6.0	630.00	
Senior Technical Support	8.0	824.00	
Administrative	2.0	104.00	
Total Man-Hours	18.0		
Labor Cost			1,923.00
<i>Non-Labor</i>	Units	Cost (\$)	
Topo Survey	1.0	3,760.00	
Utility Location Level B	1.0	1,525.00	
Utility Location Level A	1.0	3,200.00	
Non-Labor Cost		8,485.00	
Fee @ 10.0%		848.50	
Total Non-Labor Cost			9,333.50
<i>Total Task 2</i>			\$ 11,256.50

ATTACHMENT D

**P2014-181: ALTERNATE TRUCKING ROUTE EXTENSION DESIGN AND PERMITTING —
ICWW DEEPENING PROJECT; BROWARD COUNTY, FLORIDA**

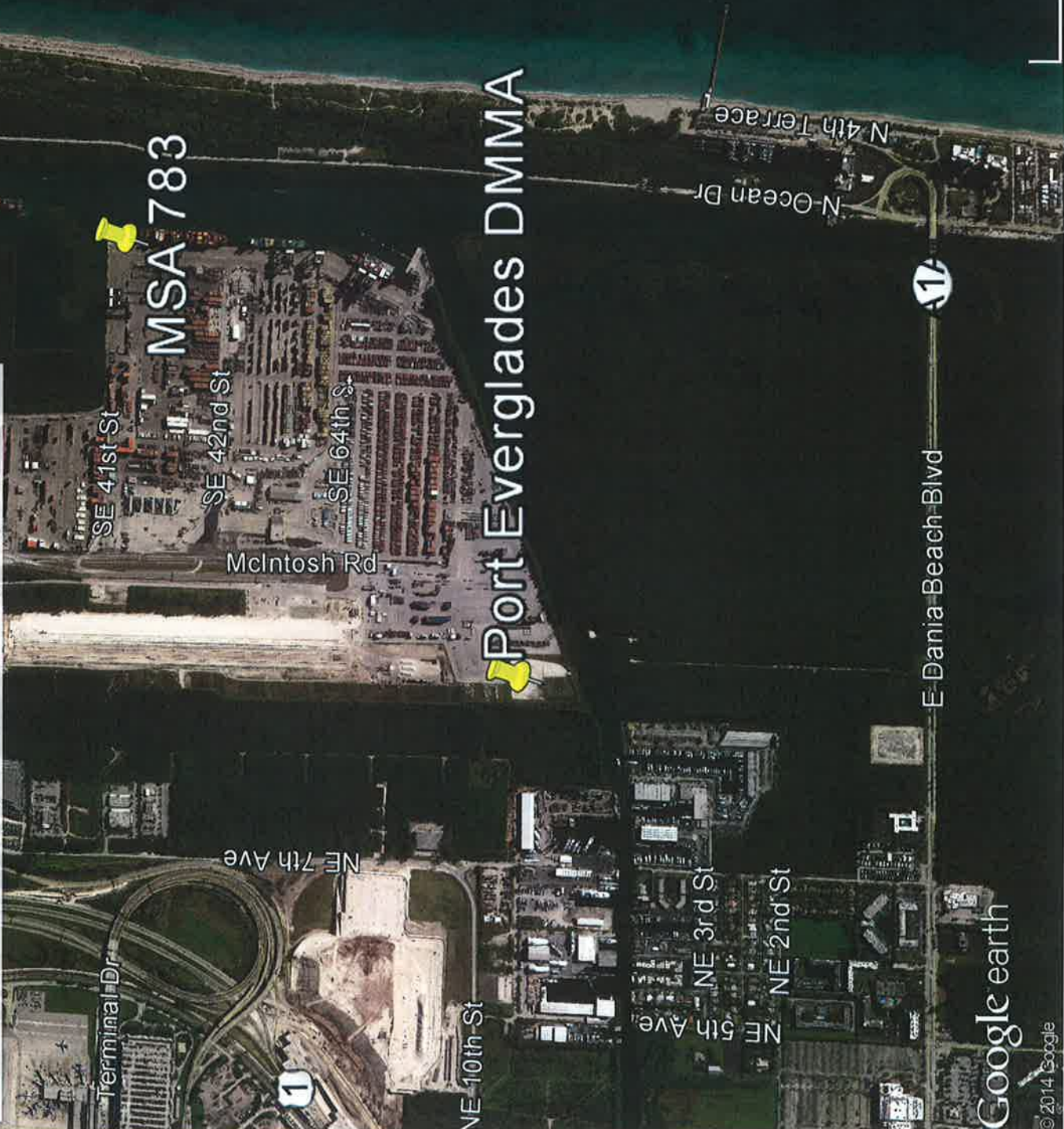
TASK 3: Traffic Engineering and Maintenance of Traffic

<i>Labor</i>	Hours	Cost (\$)	Task Totals
President	1.0	230.00	
Senior Professional	4.0	540.00	
Project Professional	6.0	630.00	
Senior Technical Support	4.0	412.00	
Administrative	2.0	104.00	
Total Man-Hours	17.0		
Labor Cost			1,916.00
<i>Non-Labor</i>	Units	Cost (\$)	
Kimley Horn Subcontract	1.0	26,000.00	
Fee @ 10.0%		2,600.00	
Total Non-Labor Cost			28,600.00
<i>Total Task 3</i>			\$ 30,516.00

Project Total \$ 45,878.50

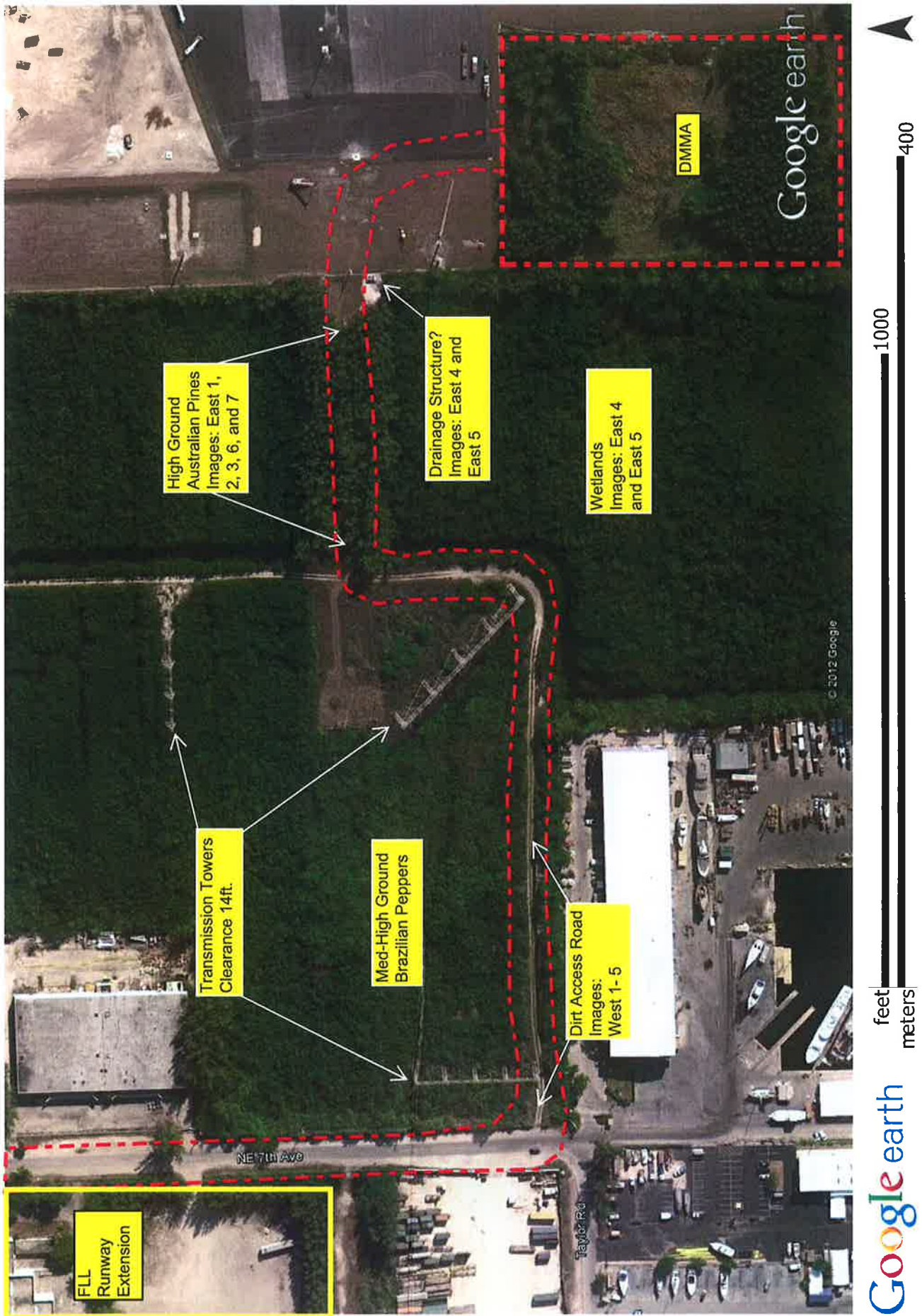
Port Everglades Alt. Route DMMA Access

Legend



Google earth

© 2014 Google





November 26, 2014

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

RE: Scope of Professional Engineering and Construction Administration Services
Intracoastal Waterway (ICWW) Deepening in vicinity of the Port of Palm Beach
Palm Beach 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 – Field Investigation
- Task 2 – Final Design and Bid Documents
- Task 3 – Construction Administration
- Task 4 – Project Closeout and Certification

Taylor Engineering will complete the work described herein for a cost-plus-maximum fee of \$265,982.50. Of this total, \$19,440.00 represents Morgan & Eklund, Inc.'s (M&E, FIND's selected surveyor for this portion of the ICWW) fee for utility and magnetometer surveying services. Dunkelberger Engineering & Testing, Inc. (DET), selected from a previous qualifications request for this type of work, will provide limited geotechnical testing services for a fee of \$24,800.00. Attachments C and D provide copies of their scope of services in their entirety.

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

Sincerely,

John F. Adams, P.E.

Senior Advisor, Waterfront Engineering

Attachments (4)

**SCOPE OF PROFESSIONAL ENGINEERING AND
CONSTRUCTION ADMINISTRATION SERVICES**

**INTRACOASTAL WATERWAY DEEPENING IN
VICINITY OF THE PORT OF PALM BEACH
PALM BEACH COUNTY, FLORIDA**

**ATTACHMENT A
TAYLOR ENGINEERING, INC.
SCOPE OF SERVICES**

**SCOPE OF PROFESSIONAL ENGINEERING SERVICES
INTRACOASTAL WATERWAY DEEPENING IN
VICINITY OF THE PORT OF PALM BEACH
PALM BEACH COUNTY, FLORIDA**

INTRODUCTION

This scope of professional engineering and construction administration services describes Taylor Engineering's effort to support a dredging project that will deepen $\pm 3,500$ linear feet of Intracoastal Waterway (ICWW) to -17 ft Mean Low Water (MLW) (including 2 ft of allowable overdredge) immediately west of Peanut Island. The adjacent ± 17 -acre Peanut Island Dredged Material Management Area (DMMA) facility — owned and constructed by the Florida Inland Navigation District (FIND) — will receive approximately 100,000 cubic yards of dredged material from the proposed project construction. Based on receipt of the Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers (USACE) permits, the FIND requested Taylor Engineering to provide construction drawings and specifications, bid administration, construction administration, and certification services. In response, Taylor Engineering has developed the following scope of services based on the following assumptions:

- The total construction time (including mobilization/demobilization) will approach approximately 150 calendar days (± 30 weeks), based on a five-day week, 12-hour day operating schedule.
- Project construction will neither result in any substantial deviations from the project drawings and specifications nor violate permit conditions.
- The September 2014 Morgan & Eklund, Inc. (M&E) bathymetric survey of the project area will form the basis of the final design and construction drawings for the project.
- The construction contractor will conduct all environmental monitoring.
- The overall bid package will include the adjacent Rybovich project as an alternate bid item to the deepening project. Taylor Engineering will perform construction administration and certification services for the alternate bid item; however, Rybovich will provide all required permits, site investigation (survey, utility, and geotechnical evaluations, etc.), construction drawings, and specifications (as necessary) for their portion of the project.

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 FIELD INVESTIGATION

1.1 Utility and Magnetometer Survey

M&E, as a subcontractor to Taylor Engineering, will provide a utility and magnetometer survey of both the dredging project area and hardbottom mitigation area (Sugar Sands). M&E deliverables will include a report that summarizes M&E's research of identifiable utility crossings, verification of utility locations (if any) by dive operations, and a signed and sealed survey that clearly delineates the location of identified utilities and results of the magnetometer survey. M&E will overlay the results of the utility and magnetometer survey on the September 2014 M&E bathymetric survey presented in MLW elevation datum.

1.2 Geotechnical Investigation

Dunkelberger Engineering & Testing, Inc. (DET), as a subcontractor to Taylor Engineering, will collect four (4) Standard Penetration Test (SPT) borings, approximately one every thousand feet, to evaluate the overall hardness of material below the maintenance project depth (i.e., -12 ft MLW). Each SPT boring will extend a minimum of two (2) feet below the allowable overdepth dredging (i.e., -19 ft MLW) for the deepening project. DET will also collect sediment samples for laboratory analysis to include grain size curves and soil classifications in accordance with the Unified Soil Classification System (USCS). DET final deliverables will include a signed and sealed report summarizing the results of its field and laboratory investigation.

TASK 2 FINAL DESIGN AND BID DOCUMENTS

2.1 Dredging Template and Dredge Quantities

After review of M&E's 2014 bathymetric survey, Taylor Engineering will develop an updated three-dimensional AutoCAD-based digital terrain model of the project area. We will incorporate the bathymetric survey data into the model to develop a dredging template that will include plan area, cross sections, and total required dredging volume. Based on the previous bathymetric survey (i.e., USACE 2010) estimates for permit acquisition, project construction should require, with the additional 2-ft of allowable overdepth, the removal of approximately 100,000 cubic yards of dredged material.

2.2 DMMA Reconnaissance

Taylor Engineering staff will visit the Peanut Island DMMA site to observe and document existing site conditions. Staff will document any visibly apparent geotechnical issues (e.g., erosion, settling, cracking) of the DMMA and weir, and note any potential on-site environmental issues (within the DMMA, pipeline corridor, and within the likely contractor's staging area).

In a letter report to the FIND, we will summarize our observations of site conditions and note potential environmental issues. The report will include photographs, an aerial map locating any geotechnical and environmental site features and, if necessary, recommendation for any restorative DMMA actions required for the project. Taylor Engineering will incorporate the results — particularly those requiring restoration of the DMMA — into the final bid documents.

2.3 Agency Coordination

If the utility and magnetometer survey (Task 1.1) identifies utilities within the dredging template, Taylor Engineering will work with the various utility companies (e.g., FP&L, AT&T) to coordinate timing of utility relocation with construction commencement. We will make each utility company aware that the relocated lines, if any, must be in compliance with USACE Regional General Permit SAJ-2005-09981 Subaqueous Utility and Transmission Lines in Florida.

2.4 Hardbottom Mitigation Area

Taylor Engineering will coordinate with Palm Beach County to obtain critical feedback regarding the design and construction of the Sugar Sands hardbottom mitigation area. Mitigation development includes location of utilities within the mitigation area (Task 1.1) and preparation of an artificial reef design that mimics the design of artificial reefs already in place. Written and verbal coordination efforts with Mr. Carman Vare, the Palm Beach County Artificial Reef Coordinator (or his designee) will include the basic design of the mitigation area, specification of materials, and accompanying design sketches. The basic design of the mitigation reef will include

ATTACHMENT A

a ledge structure 3 – 5 feet high that comprises recycled concrete jersey barriers, stormwater junction boxes, or similar structures topped with flat pieces of concrete and capped with limestone rocks.

2.5 Bid Documents

2.5.1 Final Design and Construction Drawings

We will prepare final design documents and digital construction drawings for the various site elements including both the deepening project and mitigation area at Sugar Sands. Construction drawings will provide plan, cross section, and detail views of the ICWW dredging area and pertinent details (e.g., pipeline corridor, contractor staging area, weir location and discharge area) of the Peanut Island DMMA. We will provide construction drawings in appropriate hardcopy format and in digital (AutoCAD) format, as well as record drawings signed and sealed by a Florida Registered Professional Engineer.

2.5.2 Contract Documents and Technical Specifications

We will update the Division 00 and 01 Contract Documents and prepare Division 02 Technical Specifications for the project. We will follow the Engineers Joint Contract Documents Committee (EJCDC) and Construction Specification Institute (CSI) standards and guidelines to prepare the specifications.

2.5.3 Bid Package

We will prepare a bid package (including Contract Documents, Technical Specifications, and bid schedule) with estimated quantities for all bid items. We will provide an electronic copy of the final drawings and specifications to the FIND suitable for upload onto its FTP site. We will provide the FIND with a record set of drawings sealed by a Florida Registered Professional Engineer. This task also includes the incorporation of the Rybovich project as an Alternate Bid Item to the FIND project. Notably, Rybovich will provide all required permits, site investigation (survey, utility, and geotechnical evaluations, etc.), sealed construction drawings, and sealed specifications (as necessary) for their portion of the project.

2.5.4 Opinion of Probable Cost

We will prepare an opinion of probable cost for the project.

2.6 Bid Administration Assistance

Taylor Engineering will help the FIND administer the bidding process and help select the contractor. We will remain available at our Jacksonville and West Palm Beach offices to clarify and interpret project documents and prepare addenda, if required. We will coordinate and attend the pre-bid meeting to answer questions concerning elements of the project for which Taylor Engineering is responsible.

We will review the bids received and provide the FIND with our recommendations for contractor selection. This work includes reviewing the submitted bid documents, 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. The 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.

TASK 3 CONSTRUCTION ADMINISTRATION

3.1 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 ICWW 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 Palm Beach County or at FIND's office. This meeting will occur after the Notice of Award and before the Notice to Proceed.

3.2 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.

3.3 Site Visits

3.3.1 Bi-Monthly Progress Meetings

We will attend on-site bi-monthly 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.

3.3.2 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.

3.4 Review and Approve Contract Related Items

We will help the FIND administer the construction contract from both our Jacksonville and West Palm Beach offices 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. Taylor Engineering will also oversee the regulatory process for approval of artificial reef materials.

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 4 PROJECT CLOSOUT 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

Taylor Engineering's work on this project will begin immediately on receipt of the FIND's Work Order (WO). We expect to complete the field investigation (Task 1) within four (4) months of WO. We expect to complete Task 2, final design and bid documents, within six (6) months of WO. The project schedule for Tasks 3 and 4 will follow the construction schedule with a total construction time (including mobilization/demobilization) of approximately 150 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.

**SCOPE OF PROFESSIONAL ENGINEERING AND
CONSTRUCTION ADMINISTRATION SERVICES**

**INTRACOASTAL WATERWAY DEEPENING IN
VICINITY OF THE PORT OF PALM BEACH
PALM BEACH COUNTY, FLORIDA**

**ATTACHMENT B
TAYLOR ENGINEERING, INC.
COST PROPOSAL**

ATTACHMENT B

TAYLOR ENGINEERING, INC.
COST SUMMARY BY TASK
P2014-090: ICWW DEEPENING IN VICINITY OF THE PORT OF PALM BEACH; PALM
BEACH COUNTY, FLORIDA

TASK 1: FIELD INVESTIGATION

<i>Labor</i>	<i>Hours</i>	<i>Cost (\$)</i>	<i>Task Totals</i>
Senior Advisor	2.0	370.00	
Director	6.0	930.00	
Staff Professional	12.0	1,032.00	
Total Man-Hours	20.0		
Labor Cost			2,332.00
<i>Non-Labor</i>	<i>Units</i>	<i>Cost (\$)</i>	
1.1: Utility and Magnetometer Survey (M&E)	1.0	19,440.00	
1.2: Geotechnical Investigation (DET)	1.0	24,800.00	
Non-Labor Cost		44,240.00	
Fee @ 10.0%		4,424.00	
Total Non-Labor Cost			48,664.00
<i>Total Task 1</i>			<i>\$ 50,996.00</i>

TASK 2: FINAL DESIGN AND BID DOCUMENTS

<i>Labor</i>	<i>Hours</i>	<i>Cost (\$)</i>	<i>Task Totals</i>
Senior Advisor	25.5	4,717.50	
Director	204.0	31,620.00	
Senior Professional	56.0	7,560.00	
Staff Professional	72.0	6,192.00	
Editor	4.0	396.00	
Senior Technical Support	124.0	12,772.00	
Administrative	41.0	2,132.00	
Total Man-Hours	526.5		
Labor Cost			65,389.50
<i>Non-Labor</i>	<i>Units</i>	<i>Cost (\$)</i>	
Car Rental	1.0	90.00	
Per Diem	2.0	20.00	
Car Rental	1.0	90.00	
Per Diem	2.0	20.00	
Car Rental	1.0	90.00	
Per Diem	2.0	20.00	
Non-Labor Cost		330.00	
Fee @ 10.0%		33.00	
Total Non-Labor Cost			363.00
<i>Total Task 2</i>			<i>\$ 65,752.50</i>

ATTACHMENT B

P2014-090: ICWW DEEPENING IN VICINITY OF THE PORT OF PALM BEACH; PALM BEACH COUNTY, FLORIDA

TASK 3: CONSTRUCTION ADMINISTRATION

<i>Labor</i>	Hours	Cost (\$)	Task Totals
Senior Advisor	92.0	17,020.00	
Director	266.0	41,230.00	
Project Professional	32.0	3,360.00	
Staff Professional	550.0	47,300.00	
Senior Technical Support	48.0	4,944.00	
Administrative	92.0	4,784.00	
Total Man-Hours	1,080.0		
Labor Cost			118,638.00
<i>Non-Labor</i>	Units	Cost (\$)	
Car Rental	1.0	90.00	
Per Diem	2.0	20.00	
Car Rental	10.0	900.00	
Per Diem (10 Visits EOR, 3 Visits, FIND District Engineer)	13.0	130.00	
Car Rental/Mileage from WPB	64.0	2,880.00	
Per Diem	64.0	640.00	
Non-Labor Cost		4,660.00	
Fee @ 10.0%		466.00	
Total Non-Labor Cost			5,126.00
<i>Total Task 3</i>			\$ 123,764.00

TASK 4: PROJECT CLOSEOUT AND CERTIFICATION

<i>Labor</i>	Hours	Cost (\$)	Task Totals
Senior Advisor	20.0	3,700.00	
Director	98.0	15,190.00	
Staff Professional	70.0	6,020.00	
Administrative	4.0	208.00	
Total Man-Hours	192.0		
Labor Cost			25,118.00
<i>Non-Labor</i>	Units	Cost (\$)	
Car Rental	1.0	90.00	
Per Diem	2.0	20.00	
Car Rental	2.0	180.00	
Per Diem	3.0	30.00	
Non-Labor Cost		320.00	
Fee @ 10.0%		32.00	
Total Non-Labor Cost			352.00
<i>Total Task 4</i>			\$ 25,470.00

Project Total \$ 265,982.50

**SCOPE OF PROFESSIONAL ENGINEERING AND
CONSTRUCTION ADMINISTRATION SERVICES**

**INTRACOASTAL WATERWAY DEEPENING IN
VICINITY OF THE PORT OF PALM BEACH
PALM BEACH COUNTY, FLORIDA**

**ATTACHMENT C
MORGAN & EKLUND, INC.
UTILITY AND MAGNETOMETER SURVEY
SCOPE OF SERVICES AND COST PROPOSAL**



MORGAN & EKLUND, INC.
PROFESSIONAL SURVEY CONSULTANTS

November 21, 2014

Florida Inland Navigation District
Attn: Mr. Mark Crosley, Executive Director
1314 Marcinski Road
Jupiter, Florida 33477

RE: Magnetometer, Sidescan Sonar and Seismic Survey of Palm Beach County ICWW from Channel Marker G-39 South to Channel Marker R-12 (4,000' \pm) together with Sugar Sands Artificial Reef Site (3,520' N-S).

Dear Mark:

Morgan & Eklund, Inc. is pleased to provide you with the following proposal to furnish professional hydrographic survey services for the above referenced project.

Morgan & Eklund, Inc. (in conjunction with Sonographics) will perform a magnetometer, sidescan sonar and seismic survey along the ICWW centerline together with longitudinal lines 50' left, 100' left, 200' left, 50' right, 100' right and 200' right.

Prior to the survey, a drawing will be compiled showing the location of submerged lands easements, and known utility line crossings that affect the survey area.

This map will be sent to the utility companies (i.e. Florida Gas, FP&L, Bell South, AT&T, Sprint, CATV, County/City public works, water/sewer, etc) to ask them to verify their submarine utility line locations and depths together with providing the as-built surveys. The results of the channel bottom survey will be plotted in plan view and the depths obtained from the seismic data will be plotted in cross-section view. The cost for these survey tasks are as follows:

I. Obtain historical data from utility companies and FDEP (permits and submerged land easements)

- Send letter to utility companies advising of project area
- Compile utility crossing map from utility company responses

Chief Surveyor

16 hours @ \$135/hr \$ 2,160.00

Project Surveyor

16 hours @ \$85/hr \$ 1,360.00

Computer Technician

16 hours @ \$65/hr \$ 1,040.00

\$ 4,560.00

Mr. Mark Crosley, Executive Director
 November 21, 2014
 Page (2)

II. Field Survey *

Data Collection along longitudinal lines @ 50' spacing (7 lines x 7,500' each = 10 miles total)

- A. Morgan & Eklund, Inc. will provide a 26' Survey Boat, Operator, Trimble GPS and Hypack Navigation Software.

Chief Surveyor 2 hours @ \$135/hr.....	\$ 270.00
Project Surveyor 10 hours @ \$85/hr.....	\$ 850.00
Survey Technician 10 hours @ \$65/hr.....	\$ 650.00
Trimble DGPS 1 day @ \$350/day	\$ 350.00
26' Survey Boat 1 day @ \$450/day	\$ 450.00
	\$ 2,570.00/day
X 2 days =	\$ 5,140.00

- B. Sonographics will provide the Sidescan Sonar, Magnetometer, Sub Bottom Profiler and Systems Operator. **

Lump Sum Fee	\$ 6,800.00
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III. **Data Reduction, Plotting, Sidescan Sonar and Seismic targets together with magnetic anomalies**

Chief Surveyor 4 hours @ \$135/hr.....	\$ 540.00
Project Surveyor 16 hours @ \$85/hr.....	\$ 1,360.00
Computer Technician 16 hours @ \$65/hr.....	\$ 1,040.00
	\$ 2,940.00

Total Cost I-III \$ 19,440.00

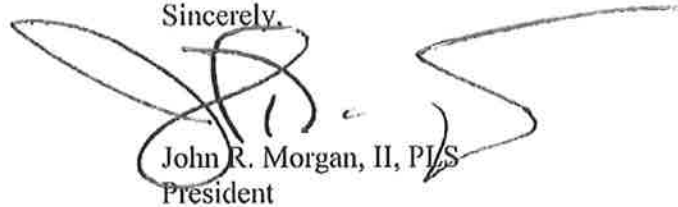
*Includes one day for mobilization and demobilization

**See attached proposal from Sonographics

Mr. Mark Crosley, Executive Director
November 21, 2014
Page (3)

As always, Morgan & Eklund, Inc. appreciates this opportunity to work with you and the Florida Inland Navigation District on this project.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by 'R. Morgan, II' and a long horizontal flourish extending to the right.

John R. Morgan, II, PLS
President

SONOGRAPHICS

Remote Sensing Excellence

November 20, 2014

John Morgan
Morgan & Eklund
8745 U.S. Hwy 1, P.O. Box 1420
Wabasso, Fl. 32970

Dear John:

SONOGRAPHICS, INC. is pleased to respond to your request for Geophysical Survey Services for the location of utility crossings in the Intracoastal Water Way in Palm Beach County, Florida. We propose to provide the following:

SCHEDULE OF EQUIPMENT AND OPERATORS:

EdgeTech Digital Chirp Side-scan Sonar System
Geometrics G-882 Digital Cesium Magnetometer System
EdgeTech SB-216S Digital chirp Sub-bottom Profiler System
Geophysicist / Systems Operator / Technician
Honda 2KW generator

SCHEDULE OF DELIVERABLES:

- 1) Digital Sonar Mosaic of Surveyed Areas.
- 2) Digitized map of bottom features including any detected utilities.
- 3) Magnetic Contour Map.
- 4) Table of utility related or suspected magnetic anomalies.
- 5) Track Maps of the Sub-bottom lines run as DXF files.
- 6) Digital profiles of each seismic line with utility related or suspected anomalies outlined in the form of HTML JPEG files.

SCHEDULE OF COSTS:

Lump Sum Fee for Field Survey, Post Processing and all Deliverables:

\$6,800.00

The above quotation includes per diem expenses, transit, freight and expendables. If I can be of further assistance please do not hesitate to call. Quotation is valid for 60 days.

Sincerely,

F. N. "Rick" Horgan
SONOGRAPHICS, INC.

**SCOPE OF PROFESSIONAL ENGINEERING AND
CONSTRUCTION ADMINISTRATION SERVICES**

**INTRACOASTAL WATERWAY DEEPENING IN
VICINITY OF THE PORT OF PALM BEACH
PALM BEACH COUNTY, FLORIDA**

ATTACHMENT D

**DUNKELBERGER ENGINEERING & TESTING, INC.
GEOTECHNICAL ENGINEERING SERVICES
SCOPE OF SERVICES AND COST PROPOSAL**

November 21, 2014

DUNKELBERGER
engineering & testing, inc.
 A Terracon COMPANY

Florida Inland Navigation District,
 c/o Taylor Engineering, Inc.
 10151 Deerwood Park Blvd., Bldg. 300, Suite 300,
 Jacksonville, FL 32256

Proposal No. PHD140400

Attention: Ms. Lori S. Brownell, P.E.,
 Director, Waterfront Engineering

Subject: ***Proposal, Geotechnical Engineering Services***
Standard Penetration Test Borings
Intracoastal Waterway Deepening Project
Palm Beach County, Florida

Telephone: 904 256-1367
 E-mail: LBrownell@Taylorengeering.com

Dear Ms. Brownell:

Dunkelberger Engineering & Testing, A Terracon Company (DUNKELBERGER) appreciates the opportunity to submit this proposal for Geotechnical Engineering Services for the above-referenced project.

1.0 INTRODUCTION

Pursuant to the November 13, 2014 request of Ms. Lori Brownell, P.E. with Taylor Engineering, Inc., DUNKELBERGER is pleased to submit this proposal for geotechnical engineering services in connection with the above-referenced project. The Florida Inland Navigation District (FIND) intends to deepen a portion (approximately 3,500 feet) of the Intracoastal Waterway immediately west of Peanut Island. The project plans currently call for dredging to an elevation of -15 feet Mean Low Water (MLW), with an allowable over-dredge depth of 2 feet (i.e. -17 feet MLW). Review of the Hydrographic Survey for the project provided by Morgan & Eklund, Inc., and dated September 9, 2014, indicates that the existing mudline elevation along the project corridor ranges between approximately -6 and -12 feet MLW. The Request for Proposal stated that each boring is to extend to at least two feet below the allowable over-dredge depth. Prior subsurface explorations in the project vicinity have revealed soils at the mudline consisting of sands with sand to gravel sized shell fragments.

This proposal includes a description of the scope of the work, a schedule for execution of the work and a cost proposal for the work.

**Proposal for Geotechnical Engineering Services
Intracoastal Waterway Deepening Project – Palm Beach County, FL**

2.0 SCOPE OF SERVICES

2.1. Geotechnical Services

The work will consist of the following elements:

1. Submittal for and acquisition of permits from the US Coast Guard and the USACE.
2. Mark the locations of the borings on the water and implement the Sunshine Utility Clearance process.
3. Mobilization of personnel and equipment for the purpose of drilling Standard Penetration Test (SPT) borings in accordance with procedures outlined in ASTM D 1586. A small barge will be mobilized for the work.
4. SPT Borings – Dunkelberger will provide subsurface exploration from the deck of a barge at four locations.
 - At each location, a single SPT boring will be drilled to a depth of 25 feet below the deck of the barge. This should result in bottom of exploration elevations in the range of -20 to -23 feet MLW.
 - SPT samples will be obtained continuously for each boring at a nominal vertical spacing of 2 feet.
 - Temporary casing will be set as needed to maintain borehole stability and to enable recirculation of drilling fluids.
 - The completed boreholes will be sealed with neat cement grout, and the temporary casing will be removed.
5. Laboratory Testing - Samples obtained from the borings will be tested in the laboratory for engineering properties such as moisture and grain size distribution.
6. Engineering Report - Dunkelberger will provide a geotechnical data report for the SPT borings drilled for this project. The report will include a boring location plan, subsurface profiles, laboratory test results, a summary of the methods utilized for the exploration and key findings from the work.

2.2 Safety - IIF

At Terracon, we all have a personal and uncompromising commitment to everyone going home safely each and every day. Incident and Injury-Free (*IIF*) is about care and concern for people. It is our personal and organizational commitment at all levels of the company and is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular quality, profitability and schedule. Incident and Injury-Free is our commitment to our people and others, who we value for who they are and what they do. *IIF* is not just something we do, it's in everything we do.

As part of our *IIF* process, we will prepare a "Pre-Task Plan" for this project where we will identify the potential site safety and job hazards associated with your site. Our Pre-Task Plan

**Proposal for Geotechnical Engineering Services
Intracoastal Waterway Deepening Project – Palm Beach County, FL**

will identify and prepare our personnel to be able to handle conditions such as but not limited to traffic control, environmental contamination, site access issues, overhead and underground utilities, adverse weather conditions, and personal protection equipment and will continually be reviewed and reevaluated throughout the field work activities. We understand that each site is unique and may contain different safety conditions and as a company to protect our personnel as well as others, we look at each site individually to identify the potential concerns.

3.0 COMPENSATION

We propose to do the work as defined in Section 2 scope of services on a unit price basis with a limiting amount fee of **\$24,800**. A detailed summary of our fee is itemized on Attachment 1. If additional effort is required beyond the scope of services defined in Section 2, or weather conditions cause delays, we will notify you in writing and present a revised scope of services and associated cost for these services. The fee is valid for 90 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures. The fee is based on the assumptions and conditions provided at the time of this proposal. Additional work (if needed) will be covered under a supplemental agreement.

4.0 AUTHORIZATION

If this proposal is acceptable to you, kindly send your contract or work order using this document as an attachment. We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give me a call.

Sincerely,

**Dunkelberger Engineering & Testing,
A Terracon Company**



Kevin E. Aubry, P.E.
Geotechnical Services Manager

Douglas S. Dunkelberger, P.E.
Principal Geotechnical Engineer

Attachment 1 – Itemized Fee Estimate

**ATTACHMENT 1 - GEOTECHNICAL EXPLORATION
INTRACOASTAL WATERWAY DEEPENING PROJECT - PALM BEACH COUNTY, FL
DUNKELBERGER ENGINEERING & TESTING, A TERRACON COMPANY**

21-Nov-14

K. Aubry

ITEM DESCRIPTION		UNITS	AMOUNT	UNIT RATE	FEE
I. PROJECT START-UP & MOBILIZATION					
A. Utility Clearance					
	Staff Engineer	hours	20	\$ 85.00	\$ 1,700.00
	Boat Rental	days	1	\$ 600.00	\$ 600.00
B. Drill Rig Mobilization					
	Barge Mounted Drilling Rig	each	1	\$ 6,000.00	\$ 6,000.00
C. Permits (USACE and USCG)		hours	20	\$ 85.00	\$ 1,700.00
SUBTOTAL- PROJECT START UP & MOBILIZATION					\$ 10,000.00
II. STANDARD PENETRATION TEST BORINGS (ON WATER)					
A. SPT Borings - 4 borings to 12 feet deep below mudline					
Mudline assumed to be 10 feet below deck of barge					
Note: Depth measured from deck of barge;					
	Depth Range: 0 to 50 feet deep	feet	50	\$ -	\$ -
B. Casing - 4 borings to 25 feet deep below deck of barge					
Note: Depth measured from barge deck;					
	Depth Range: 0 to 50 feet deep	feet	100	\$ -	\$ -
C. Grout Seal Boreholes					
Note: Depth measured from barge deck;					
	Depth Range: 0 to 50 feet deep	feet	50	\$ -	\$ -
D. Drilling - Daily Rate		days	1	\$ 5,000.00	\$ 5,000.00
Daily Drilling Rate includes SPT Borings, Set and Pull Temporary Casing, and Grouting Boreholes, and Moves between Boring Locations					
E. Borehole Logging		days	1	\$ 1,000.00	\$ 1,000.00
SUBTOTAL- STANDARD PENETRATION TEST BORINGS (ON WATER)					\$ 6,000.00
III. EXPENSES					
A. Per Diem (2 man crew, 2 days)		days	2	\$ 300.00	\$ 600.00
B. Storage & Disposal of Drilling Fluids		drums	4	\$ 260.00	\$ 1,040.00
SUBTOTAL- EXPENSES					\$ 1,640.00
IV. LABORATORY WORK					
A. Visual Engineering Classification					
	Staff Engineer	hours	2	\$ 85.00	\$ 170.00
B. Moisture Content Test		each	20	\$ 10.00	\$ 200.00
C. Grain Size Distribution		each	20	\$ 75.00	\$ 1,500.00
SUBTOTAL-LABORATORY WORK					\$ 1,870.00
V. PROJECT MANAGEMENT & SUMMARY REPORT					
A. Principal Engineer		hours	8	\$ 175.00	\$ 1,400.00
B. Project Engineer		hours	12	\$ 115.00	\$ 1,380.00
C. Staff Engineer		hours	20	\$ 85.00	\$ 1,700.00
D. CADD Drafting		hours	8	\$ 85.00	\$ 680.00
E. Admin. Assistant		hours	2	\$ 55.00	\$ 110.00
SUBTOTAL-PROJECT MANAGEMENT & SUMMARY REPORT					\$ 5,270.00
ESTIMATED TOTAL AMOUNT					\$ 24,780.00
LIMITING AMOUNT - GEOTECHNICAL EXPLORATION					\$ 24,800

Riviera Beach Dredging Cleared



After more than six years of planning and permitting, the Intracoastal Waterway deepening project, which should unlock the true economic potential of businesses along Riviera Beach's waterfront, has been approved by the federal government.

This was announced yesterday by the U.S Rep. Lois Frankel, D- West Palm Beach in a joint press conference with officials from the City of Riviera Beach, mega-yacht refit and repair facility Rybovich and the Florida Inland Navigation District.

Frankel welcomed the U.S. Army Corps of Engineers decision to issue all permits necessary to dredge about 3,500 linear feet of the Intracoastal Waterway. Dredging will happen in the channel west of Peanut Island from the area near the Port of Palm Beach to Rybovich's Marine Center at 2010 Ave. B in Riviera Beach just south of the Blue Heron Boulevard Bridge.

"This is a transformational game changer in Riviera Beach that comes with new jobs and huge economic impact in South Florida," **Frankel** said.

Riviera Beach Councilwoman Dawn Pardo, who has been working on getting the project approved for six years, said the dredging will allow Rybovich to bring in bigger yachts and more of them for service and refitting. It will also allow nearby defense contractor Lockheed Martin to bring larger U.S. Navy vessels into its facility directly for work. Currently those vessels can only be taken to the Port of Palm Beach for service.

"This will open the door for more jobs for Riviera Beach residents and related businesses, as well as a multi-million dollar boost to our economy in general," **Pardo** said. "Coupled with the redevelopment of our marina, this dredging will completely reshape the future of business along the water in Riviera Beach."

Rybovich Chief Executive Officer Wayne Huizenga Jr. explained that his business, which is a world leader in servicing and refitting yachts, has been severely limited in the size of vessel they could get into their Riviera Beach facility because of the shallow depths of the Intracoastal leading to his facility. The dredging will facilitate a planned expansion of the Riviera Beach yard that will allow Rybovich to service larger yachts up to 330 feet.

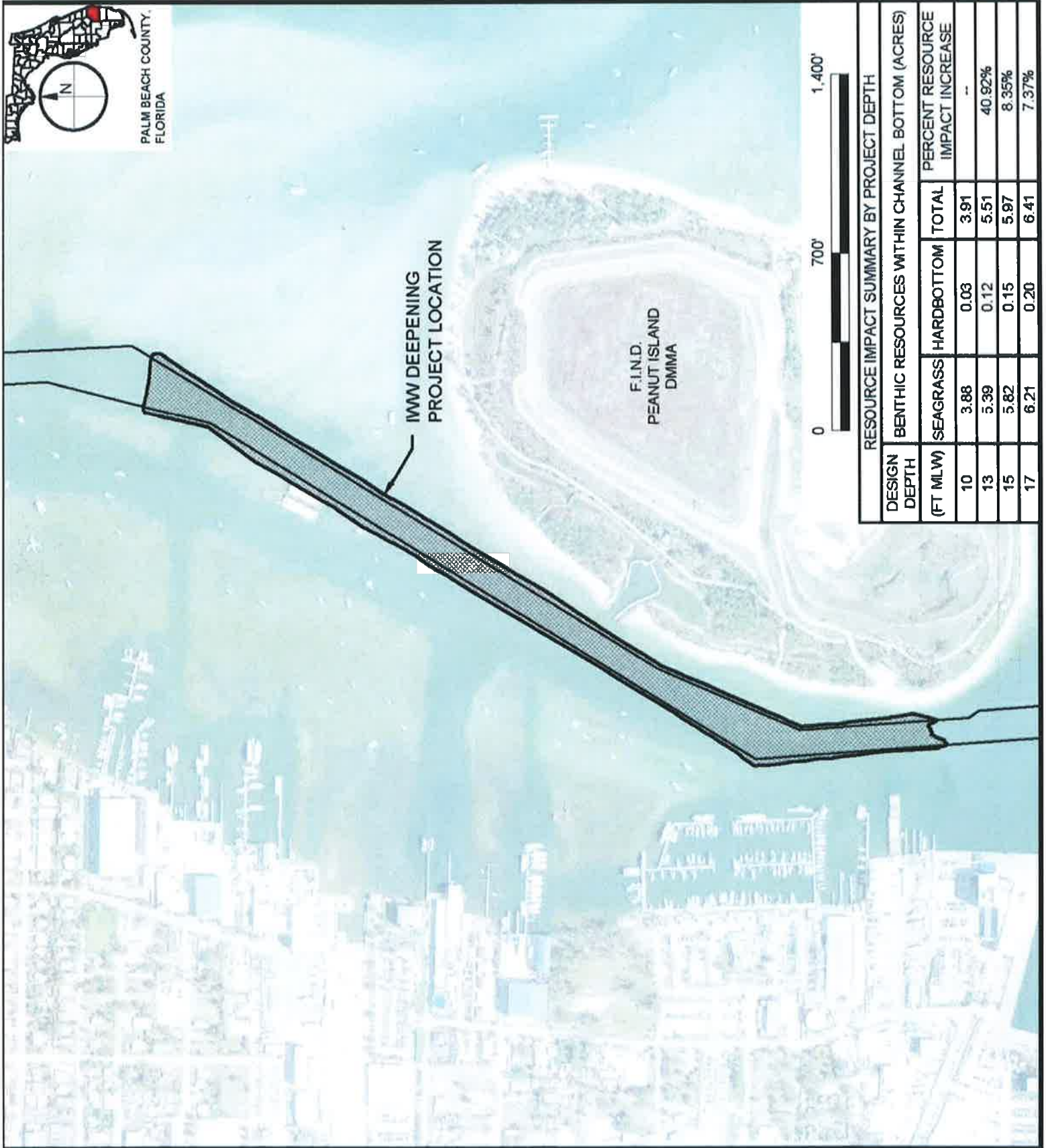
The Florida Inland Navigation District (FIND) will oversee the dredging. Contractors working for FIND will remove about 95,000 cubic yard of dredge material to lower the bottom of the channel to about 15 feet below the mean low water line, according to the U.S. Army Corps of Engineers permits issued on Friday.

Contractors will use erosion controls and floating turbidity barriers to preserve the environment and all of the dredged material will be deposited at FIND's existing Peanut Island Dredge Materials Management Area. FIND Executive Director Mark Crosley said he hoped to have the dredging done within a year.



Press Release

Posted on November 12, 2014 with tags deepening, dredging, find, Florida, Intracoastal Waterway, News, Riviera Beach, USACE.



RESOURCE IMPACT SUMMARY BY PROJECT DEPTH				
DESIGN DEPTH	BENTHIC RESOURCES WITHIN CHANNEL BOTTOM (ACRES)			
(FT MLW)	SEAGRASS	HARDBOTTOM	TOTAL	PERCENT RESOURCE IMPACT INCREASE
10	3.88	0.03	3.91	--
13	5.39	0.12	5.51	40.92%
15	5.82	0.15	5.97	8.35%
17	6.21	0.20	6.41	7.37%

ALCALDE & FAY

GOVERNMENT & PUBLIC AFFAIRS CONSULTANTS

November 25, 2014

MEMORANDUM

TO: Mark Crosley, Executive Director

FROM: Jim Davenport

SUBJECT: Federal Legislative Report

MEETING WITH NATIONAL MARINE FISHERIES SERVICE AND ARMY CORPS OF ENGINEERS

As a follow up to our last memo and recent conversation with you, we discussed with Representative Lois Frankel's legislative staff the idea of arranging a meeting on your behalf with the Army Corps of Engineers Jacksonville District, the National Marine Fisheries Service (NMFS) Southeast Regional Office, and the Congresswoman to discuss a better path forward for the Essential Fish Habitat consultation process.

We are waiting to receive some potential meetings dates from the Congresswoman's office before going forward with the meeting and will continue to confer with you.

FISCAL YEAR 2015 FUNDING FOR THE INTRACOASTAL WATERWAY

Congress will focus its attention next week on passing an Omnibus appropriations bill, another continuing resolution (CR), or some Omnibus-CR hybrid. A partisan fight over the President's executive order on immigration has threatened to derail the Omnibus since several Republicans have expressed interest in attaching riders to the bill that would block the President's executive order. Any rider would draw a White House veto threat and potentially create a shutdown. The current CR will expire on December 11th so Congress has little time to come up with a plan.

While House and Senate leaders work with House and Senate Appropriations Committee leadership to mull an Omnibus strategy, the Appropriations Committees are still working to resolve differences over appropriate levels for Pell grants and Ebola funding among other things. The Committees will need to wrap up negotiations quickly in order to move an Omnibus.

Once an Omnibus is finalized, we will continue working with the Army Corps Headquarters, Jacksonville Corps District Office and your congressional delegation to obtain funding for FIND's projects in the Army Corps FY 2015 Work Plan.

Please contact me with any questions.