

# PRELIMINARY AGENDA

## FLORIDA INLAND NAVIGATION DISTRICT Board of Commissioners Meeting

9:00 a.m., Saturday, February 18, 2017

Hilton Garden Inn at PGA Village  
8540 Commerce Centre Drive  
Port St. Lucie (St. Lucie County), FL 34986-3132

**Item 1. Call to Order.**

Chair Cuozzo will call the meeting to order.

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**Item 2. Pledge of Allegiance.**

Secretary Donaldson will lead the Pledge of Allegiance to the United States of America.

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**Item 3. Roll Call.**

Secretary Donaldson will call the roll.

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**Item 4. Consent Agenda.**

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

- a) Florida Department of Environmental Protection Small-Scale Spoil Island Restoration and Enhancement Program Application, Indian River County, FL.

(Please see back up pages 7-11)

RECOMMEND: Approval of the Consent Agenda.

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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.

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**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.*

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**Item 7. Board Meeting Minutes.**

The minutes of the following meetings are presented for approval.

- January 20, 2017 – Finance & Budget Committee Mtg. (Pls see back up pp 12-15)
- January 20, 2017 – Board Meeting (Please see back up pages 16-43)

RECOMMEND: Approval of the minutes as presented.

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**Item 8. Staff Report on St. Lucie County Area Projects.**

Staff will present a report on the District's St. Lucie County area projects. (Please see back up pages 44-56)

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**Item 9. Comments from the U.S. Army Corps of Engineers.**

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

(Please see back up pages 57-63)

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**Item 10. Presentation – St. Lucie Reach I Dredging Project with Beach Disposal Option.**

On December 02, 2016, the District received a single bid for the proposed St. Lucie Reach I Maintenance Dredging Project. This bid was approximately 2.5 times the initial engineer's cost estimate for hydraulically dredging the material to Dredged Material Management Area (DMMA) SL-2. The bid was rejected and Taylor Engineering was instructed to revise the proposed project to include additional dredging methods and material disposal alternatives.

On December 14, 2016, the Florida Inland Navigation District (District) received a letter of request from St. Lucie County (SLC) to consider beach placement of Intracoastal Waterway dredge material on the severely eroded beach south of the Fort Pierce Inlet. At the December 16, 2017 meeting, the Board authorized up to \$50,000.00 to Taylor Engineering to initiate redesign of the project, including beach placement of dredged material.

The initial evaluation of beach placement appears favorable to both the District and the County. Staff and Taylor Engineering are continuing with the expedited due diligence to facilitate this project, while coordinating with SLC staff. In order to meet the County's request to place material on the beaches prior to the initiation of sea turtle nesting season (June 1<sup>st</sup>), the District would will need to approve an expedited construction schedule and allow certain authorizations. Taylor Engineering will provide a presentation to explain the status of this project.

(Please see back up pages 64-73)

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

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**Item 11. Bid Approval for Dredged Material Management Area DU-9 Expansion, St. Johns County, FL.**

Due to environmental factors limiting site development, approximately only one-half of Dredged Material Management Area (DMMA) DU-9 was constructed in 2003. The past issues have been resolved, and Taylor Engineering developed plans and specifications and obtained permits to complete full site construction. This site will be utilized to complete dredging of Reach VII (Palm Valley) in southern Duval and northern St. Johns counties.

On February 4, 2017, the District received seven (7) responses for an invitation to bid this project. The apparent low bidder, Barco-Duval Engineering, Inc. has successfully completed past projects for the District. The company's bid has been determined to be responsive and their references have been checked. This project has been budgeted and if approved, should be completed within 18 months.

(Please see back up page 75-79)

RECOMMEND: Approval of the apparent low bidder (Barco-Duval Engineering Inc.) in the amount of \$1,695,000.00 for the expansion of DMMA DU-9, St. Johns County, FL.

**Item 12. Scope of Services and Fee Proposal for Construction Administration Services, Dredged Material Management Area DU-9 Expansion, St. Johns County, FL.**

Taylor Engineering has completed the design and permitting for the expansion of Dredged Material Management Area DU-9. The project has been successfully bid and will soon be under construction.

Taylor Engineering has offered a proposal and fee quote to provide necessary construction administration services for this project. The project construction duration is expected to be approximately eighteen (18) months. Note that \$43,102.00 of the engineer's total proposal is for subcontractors (geotechnical and environmental). The proposal has been reviewed and is consistent with previously submitted proposals.

(Please see back up page 80-92)

RECOMMEND: Approval of a scope and fee quote from Taylor Engineering in the amount of \$257,500.00 for construction administration services for DMMA DU-9 Expansion, St. Johns County, FL.

**Item 13. Duval County Maritime Management Plan (Project #ICW-DU-15-01), Project Extension Request, Duval County, FL.**

The City of Jacksonville has requested an extension of their Duval County Maritime Management Plan (Project #ICW-DU-15-01) project agreement. By law and District program rules, this agreement can be extended for one (1) additional year (Revised expiration date: June 30, 2018).

(Please see back up page 93)

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

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**Item 14. Approval of Change Order #10, Broward Intracoastal Waterway Deepening Project, Broward County, FL.**

To date, the dredging of the Broward Intracoastal Waterway Deepening Project is complete and the removal of dredged material from the temporary Dredged Material Management Area (DMMA) at Port Everglades is expected to be complete by March 1, 2017.

Nine (9) previous minor Change Orders were approved for this project with the Engineer's review, and the Executive Director and Board Chair's approval. The TOTAL amount for the previous Change Orders (1-9) was less than ten (10) percent of the total project costs, which is within the authorization of the Executive Director.

Change Order #10 includes the removal of approximately 23,336 cu/yds. of additional dredged material within the dredging template and the handling and removal of this material from the DMMA. The total amount of Change Order #10 is \$996,447.20, which exceeds the authority of the Executive Director.

(Please see back up page 94-97)

RECOMMEND: Approval of Change Order #10 in the amount of \$996,447.20 for additional material removal and handling for the Broward IWW Deepening Project, Broward County, FL.

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**Item 15. Material Storage Area 726 Fence Project, Broward County, FL.**

The District recently completed a clearing, grubbing and replanting project for Material Storage Area (MSA) 726 in preparation to handle dredge material as needed for the Broward Reach I Dredging Project.

The fence surrounding this site has deteriorated over time and needs replacement. The City of Pompano Beach, where this site is located, has requested the District consider replacing the existing chain-link fencing with a black, commercial-ornamental picket fence. When not in use by the District, this property is leased to the City as a passive recreational area known as Exchange Club Park. The City of Pompano will reimburse the District for the difference in cost between the typical chain link fence utilized on District sites, and the requested commercial ornamental picket fence.

Bids for this project will be received on February 16, 2017. The results of this bid and any additional backup material will be distributed at the Board meeting.

(Please see back up page 98-115)

RECOMMEND: Approval of the apparent qualified low bidder for fence replacement at MSA 726, with installation of a commercial-ornamental fence if reimbursed for the price differential by the City of Pompano Beach, Broward County, FL.

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**Item 16. Dredged Material Management Areas Multi-Year Mowing Project Bid Approvals: Flagler County (FL-3, FL-8, FL-12); Volusia County (V-22, V-29); Brevard County (BV-2C, BV-4B, BV-11, BV-NASA, BV-40, BV-R and BV-52); Indian River County (IR-2, IR-7, IR-14); St. Lucie County (SL-2); Martin County (M-8, M-12, O-23, O-35, MSA-524, MSA-504); and Palm Beach County (MSA-617, MSA640, MSA-641), FL.**

Staff has requested bids from qualified applicants for the quarterly mowing of: three DMMA's (FL-3, FL-8, and FL-12) in Flagler County; two DMMA's (V-22 and V-29) in Volusia County; seven DMMA's in Brevard County (BV-2C, BV-4B, BV-11, BV-NASA, BV-40, BV-R and BV-52); three DMMA's in Indian River County (IR-2, IR-7, IR-14); One DMMA in St. Lucie County (SL-2); six DMMA's in Martin County (M-8, M-12, O-23, O-35, MSA-524, MSA-504); and three DMMA's in Palm Beach County (MSA-617, MSA-640, MSA-641).

These sites are either currently cleared and maintained or constructed. The existing mowing contracts have expired. Project bids are scheduled to be received on February 7-10, 2017 and the results for each project will be presented to the Board for review and approval at the February 18, 2017 Board meeting. Each separate bid for the various projects includes quarterly mowing for a three-year period.

(Please see back up pages 116-150)

RECOMMEND      Approval of the qualified low bid for each Dredged Material Management Area project, as presented.

**Item 17. Dredged Material Management Areas Multi-Year Monitoring-Well Sampling and Analysis Project Bid Approvals: Duval County (DU-2, DU-6, DU-8), St. Johns County (DU-9, SJ-14); Volusia County (V-22, V-26, V-29); Brevard County (BV-2C, BV-4B, BV-11, and BV-52); and Palm Beach County (MSA-617, MSA640, MSA-641), FL.**

Staff has requested bids from qualified applicants for the quarterly monitoring-well sampling and analysis of: three DMMA's (DU-2, DU-6, DU-8) in Duval County; two DMMA's in St. Johns County (DU-9, SJ-14); three DMMA's (V-22, V-26 and V-29) in Volusia County; four DMMA's in Brevard County (BV-2C, BV-4B, BV-11, BV-52); and three DMMA's in Palm Beach County (MSA-617, MSA-640, MSA-641).

These sites are either currently cleared and maintained or constructed, and all have ground-water monitoring wells installed. (Sites that DO NOT have monitoring-wells installed are NOT included in this bid). The existing monitoring well sampling and analysis contracts have expired. Project bids are scheduled to be received on February 7-10, 2017 and the results for each project will be presented to the Board for review and approval at the February 18, 2017 Board meeting. Each separate bid for the various projects includes quarterly monitoring for a three-year period.

(Please see back up pages 151-178)

RECOMMEND      Approval of the qualified low bid for each Dredged Material Management Area project, as presented.

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**Item 18. Lease of Dredged Material Management Area LT-4A, Palm Beach County, FL.**

Following the purchase of Dredged Material Management Area (DMMA) LT-4A in 2009, the District previously entered a two-year lease agreement with the existing tenant, Sugar Cane Services, Inc. to continue farming sugar cane on the property. Several lease extensions have been reviewed and approved by the Board since 2009. The current lease is expiring in March of 2017, and the tenant has expressed the desire to continue farming this property. The District has no immediate plans to develop this property and the lease extension is recommended for a two-year period.

(Please see back up pages 179-188)

RECOMMEND Approval of a two-year lease agreement extension with Sugar Cane Services, Inc. for the temporary use of DMMA LT-4A, Palm Beach County.

**Item 19. Finance and Budget Committee Report.**

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

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

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

**Item 20. Washington D.C. Report.**

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

(Please see back up pages 189-191)

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

**Item 21. Additional Staff Comments and Additional Agenda Items.**

**Item 22. Additional Commissioners Comments.**

**Item 23. Adjournment.**

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

## **PRELIMINARY CONSENT AGENDA**

### **FLORIDA INLAND NAVIGATION DISTRICT Board of Commissioners Board Meeting**

**9:00 a.m., Saturday, February 18, 2017**

**Hilton Garden Inn at PGA Village  
8540 Commerce Centre Drive  
Port St. Lucie (St. Lucie County), FL 34986-3132**

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

The Florida Department of Environmental Protection (FDEP) has submitted an application for a Small-Scale Spoil Island Restoration and Enhancement project to construct and install new amenities in a capacity that meets the needs of the particular island. The proposed project is looking for funds to cover the cost of materials for the following basic recreational amenities: picnic tables, pedestal grills, and fire rings. Spoil islands receiving improvements include: IR1, IR10, IR11, IR13, IR36, IR42, & IR43. The application is consistent with the District's program rules.

(Please see back up pages 8-11)

RECOMMEND: Approval of the Florida Department of Environmental Protection's Small-Scale Spoil Island Restoration and Enhancement Program Application for amenities and improvements to seven (7) spoil islands for the amount of \$4,830.00 in Indian River County, FL.

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

**Project Proposal**

**Submitted by:**

**Florida Department of Environmental Protection**

**Indian River Lagoon Aquatic Preserves**

**3300 Lewis St. Fort Pierce, FL. 34981**

**(772)429-2995**



**Project Title:**

Indian River County Recreational Spoil Island Public Amenity Enhancement

**Contact Information:**

Barchan Rodgers

Environmental Specialist

FL. DEP Indian River Lagoon Aquatic Preserves

3300 Lewis St.

Fort Pierce, FL. 34981

(772)429-2995

[Barchan.Rodgers@dep.state.fl.us](mailto:Barchan.Rodgers@dep.state.fl.us)

**Project Location:**

Spoil Islands in the Indian River Lagoon Malabar to Vero Beach Aquatic Preserve and Indian River Lagoon Vero beach to Fort Pierce Aquatic Preserve, within the Indian River County boundaries. Specific spoil islands are to include: IR1, IR10, IR11, IR13, IR36, IR42, & IR43 (refer to maps for visual depiction, attachment A).

The spoil islands listed above are property of the State of Florida, owned by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and are managed by our office, the Florida Department of Environmental Protection, Indian River Lagoon Aquatic Preserves Office.

**Project Description:**

The project aims to enhance the above listed spoil islands for public recreational use in a manner that simultaneously addresses some of the detrimental impacts resulting from current recreational practices. The spoil islands listed above all fall under a recommended recreation designation stemming from the Indian River Lagoon Spoil Island Management Plan, and as such, see a lot of public use. Without designated sites or basic recreational amenities (picnic tables, pedestal grills, and/or fire rings), impacts are observed to be widespread on the above islands. The proposed project is looking for funds to cover the cost of materials for the following basic recreational amenities: picnic tables, pedestal grills, and fire rings. The project will construct and install new amenities in a capacity that meets the needs of the particular island. Table 1

below illustrates the distribution of new amenities to be installed under the scope of the proposed project.

<b>Spoil Island</b>	<b># of Picnic Tables</b>	<b># of Fire Rings</b>	<b># of Pedestal Grills</b>
IR1	0	2	2
IR10	1	1	1
IR11	1	1	1
IR13	1	1	1
IR36	0	1	1
IR42	0	2	2
IR43	0	1	0
<b>TOTAL</b>	<b>3</b>	<b>9</b>	<b>8</b>

Table: 1 – Amenities to be installed under this grant

### **Project Implementation:**

The project will be coordinated by Indian River Lagoon Aquatic Preserves (IRLAP) staff, and carried out by IRLAP staff with help from community volunteers, members of our office's CSO, prospective B.S.A. Eagle Scout, Quartermaster, or Summit Award candidates, and many other local volunteer groups. Implementation of the project is such that it can begin immediately following a contract being awarded, with all amenities being constructed and installed by contract end date. The process will consist of a construction day where the three tables will be built and mocked up, ready for transport and installation. Following the table construction, installation of amenities can begin, being scheduled for any available morning with conducive weather. The installation process will likely require five installation events (normally scheduled from 9 a.m. to 12 noon). Progress will be reported in accordance with F.I.N.D.'s quarterly reporting criteria, and/or any other format desired. Following completion of the project, IRLAP will rely on its network of island adopters, as well as its CSO to maintain the amenities for the future (there are no funds being requested or needed for maintenance in accordance with the grant criteria).

### **Budget:**

Tables 2 and 3 below depict the budgetary breakdown of requested funds and matching funds respectively.

Item	Cost per Unit	Number of Units	Total Cost
Picnic Table	\$260.00	3	\$780.00
Pedestal Grill	\$309.50	8	\$2,476.00
Fire Ring	\$129.00	9	\$1,161.00
Concrete	\$3.00	26	\$78.00
Shipping	\$335.00		\$335.00
<b>TOTAL</b>			<b>\$4,830.00</b>

Table: 2 – Approximate Breakdown of Requested Funds

Item	Cost per Unit	Number of Units	Total
Volunteer Efforts	\$10/hr.	50 hrs.	\$500.00
<b>MATCHING TOTAL</b>			<b>\$500.00</b>

Table: 3 – Matching funds

**MINUTES OF THE  
FLORIDA INLAND NAVIGATION DISTRICT**

**Finance and Budget Committee Meeting**

**8:45 a.m., Friday, January 20, 2017**

**The Casa Monica Hotel**

**95 Cordova Street**

**St. Augustine, St. Johns County, Florida 32085-4424**

**ITEM 1. Call to Order.**

Acting Committee Chair Blow called the meeting to order at 8:45 a.m.

**ITEM 2. Roll Call.**

Assistance Executive Director Janet Zimmerman called the roll and Commissioner Chair Blow, Secretary Donaldson, and Commissioner Sansom were present. Treasurer McCabe was absent. Ms. Zimmerman stated that a quorum was present.

**ITEM 3. Additions or Deletions.**

Acting Committee Chair Blow asked if there were any additions or deletions to the meeting agenda. Mr. Crosley stated that there were no additions or deletions to the meeting agenda.

Mr. Crosley noted that that a current Interest and Term of Funds sheet had been distributed to commissioners and staff.

Commissioner Sansom made a motion to approve the agenda as presented. The motion was seconded by Secretary Donaldson. Acting Committee Chair Blow asked for any further discussion, hearing none, a vote was taken and the motion passed unanimously.



**ITEM 4. Public Comments.**

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

**ITEM 5. Financial Statements for November 2016.**

Mr. Crosley presented the District's November 30, 2016 financial statements.

Mr. Crosley stated that a First Atlantic CD will be renewed for one-year at an interest rate of 1.04%. The TD Bank CD will also be for renewal in February 2017, and the bank has indicated they will raise the interest rate upon renewal. Interest rates are slowly increasing.

Mr. Crosley stated that the District's Seacoast Checking account reflects the November tax revenue collections. The District traditionally collects most of the new tax revenue from November to January.

Mr. Crosley referred to Accounts Payable in the amount of \$589,495.70 and stated that the majority of that funding amount is for retainage held and due to Cashman Dredging for the Broward Deepening project. He asked for questions.

Commissioner Blow noted that TD Bank has a higher interest rate than First Atlantic. Mr. Crosley stated that First Atlantic Bank would meet the TD Bank interest rate when the District renews the CD. The CD will be renewed for twelve months. Staff shops multiple banks for the best interest rate.

Secretary Donaldson made a motion to approve a recommendation to the full Board of the financial statements for November 2016. The motion was seconded by Commissioner Sansom. Acting Committee Chair Blow asked for any additional discussion. Hearing none, a vote was taken and the motion passed unanimously.

**ITEM 6. November 2016 Budget Summary and Project Status Expenditure Reports.**

Mr. Crosley presented the Budget Summary and Project Status Expenditure Reports for November 2016.

Mr. Crosley stated that there may be a small Budget Amendment presented in February 2017. He noted that the DMMA DU-2 Weir project was re-bid and it came in under budget. He asked for questions.

Commissioner Sansom asked about the weir project bid. Mr. Crosley stated that the project was originally bid in November 2016 and only two bids were received. Both bids were over the engineering estimate for this project and were rejected. The project was re-advertised and the qualified bid came in under budget. He noted that the selected contractor has done this type of work for the District before. This item is on today's Board meeting agenda.

Commissioner Blow asked if the two Interlocal Agreement projects, Las Olas and Bahia Mar will move forward. Mr. Crosley stated that both of those projects are behind schedule and they will have probably be re-applying for grant funding.

**ITEM 7. Delegation of Authority Report.**

Mr. Crosley presented the Executive Director's Delegation of Authority Report and stated that nine (9) actions were taken from December 6, 2016 through January 9, 2017.

Mr. Crosley stated that due to fence damages from a car accident at DMMA O-23, he approved an agreement for fence repair with Barton Fence and Wall, LLC in the amount of \$3,200.00. The fence repair will be reimbursed by Progressive Insurance.

Mr. Crosley stated that he approved a payment to Bright Sky Aerials, LLC for post-clearing aerial photos of MSA 610 in Palm Beach County. He stated that the photos will be utilized to develop a landscape design. He asked for questions. There were none.

**ITEM 8. Additional Agenda Items or Staff Comments.**

Acting Committee Chair Blow asked if there were any additional agenda items or staff comments. There were none.

**ITEM 9. Additional Commissioners Comments.**

Acting Committee Chair Blow asked if there were any additional Commissioner comments. There were none.

**ITEM 10. Adjournment.**

Acting Committee Chair Blow stated that hearing no further business the meeting was adjourned at 8:56 a.m.

**MINUTES OF THE  
FLORIDA INLAND NAVIGATION DISTRICT**

**Board of Commissioners Meeting**

**9:00 a.m., Friday, January 20, 2017**

**The Casa Monica Hotel**

**95 Cordova Street**

**St. Augustine, St. Johns County, Florida 32085-4424**

**ITEM 1. Call to Order.**

Chair Cuozzo called the meeting to order at 9:00 a.m.

**ITEM 2. Pledge of Allegiance.**

Commissioner Blow led the Pledge of Allegiance to the Flag of the United States of America.

**ITEM 3. Roll Call.**

Secretary Donaldson called the roll and Chair Cuozzo, Vice-Chair Netts, and Commissioners Blow, Chappell, Isiminger, Osteen, Sansom, and Williams were present. Treasurer McCabe was absent. Secretary Donaldson stated that a quorum was present. Commissioner Crowley arrived at 9:06 a.m.

**ITEM 4. Consent Agenda.**

Chair Cuozzo asked if there were any comments or questions regarding the Consent Agenda. There were none.

Vice-Chair Netts made a motion to approve the Consent Agenda as presented. The motion was seconded by Commissioner Blow. Chair Cuozzo asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

**ITEM 5. Additions or Deletions.**

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

Mr. Crosley stated that he does not have any additions or deletions to the meeting agenda, but he does have a change to agenda: Item 9, U. S. Army Corps of Engineers, Tori White will present information regarding setbacks.

Mr. Crosley stated that he has distributed a letter from the City of Hillsboro Beach regarding the Hillsboro Inlet.

Mr. Crosley noted that there are some people who wish to comment on the St. Augustine and Matanzas projects.

Commissioner Sansom asked about discussing the FWC Anchoring information. Mr. Crosley stated the item will added to the agenda under: Item 18A., FWC Anchoring Information.

Vice-Chair Netts made a motion to approve the final agenda as amended. The motion was seconded by Commissioner Blow. Chair Cuozzo asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

**ITEM 6. Public Comments.**

Chair Cuozzo 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 Cuozzo asked if there were any comments or questions regarding the December 16, 2016 Finance & Budget Committee and Board Meeting Minutes.

Commissioner Williams referred to Item 17B of the December 16, 2016 Board Meeting Minutes and stated that he would like the paragraph rephrased to focus on the IWW being used as recreational.

Commissioner Blow referred to Item 18 of the December 16, 2016 Board Meeting Minutes and stated that he would like to make it clear that the City of St. Augustine had nothing to do with the Matanzas dredging project delay and the Minutes should reflect that “St. Johns County” and the USACE has delayed the project.

Commissioner Sansom made motion to approve the December 16, 2016 Finance & Budget Committee and Board Meeting Minutes as amended. The motion was seconded by Vice-Chair Netts. Chair Cuzzo asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

**ITEM 8. Staff Report on St. Johns County Area Projects.**

Mr. Crosley stated that Phase I of the Dredged Material Management Plan (DMMP) for the Intracoastal Waterway (IWW) in St. Johns County was completed in 1989. He stated that Phase II of the DMMP was completed in 1992 and all major land acquisition was completed in 1995.

Mr. Crosley stated that the 50-year dredging projection for this area is 4.3 million cubic yards and the storage projection is 9.3 million cubic yards. He stated that Maintenance Dredging in Reach V in the vicinity of the Matanzas Inlet is 67% of the County’s dredging volume. Dredging events occur approximately every 2.7 years, and this reach is the highest shoaling reach of the entire waterway. Reach V is scheduled to be dredged in 2017. Reach I and II in the Palm Valley area constitute approximately 25% of

the dredging volume, while Reaches III and IV have never been dredged and display naturally deep areas of the waterway with minimal shoaling.

Mr. Crosley stated that to date, two of the four upland Dredged Material Management Areas (DMMA) in the County, DMMA SJ-14 and DMMA SJ-1, have been fully constructed. The other two, DMMA SJ-20A and DMMA SJ-29, have had Phase I development. He stated that Phase II development plans were initiated on DMMA SJ-20A, however salinity concerns and low dredging volumes have predicated a revised strategy for this site. Initial inquiries leading to the potential relocation of this site were unsuccessful. The site will remain in inventory for dry material handling, storage and staging. There is also one frequently utilized beach disposal area, SJ-MB, located south of Matanzas Inlet.

Mr. Crosley stated that material was removed by St. Johns County from DMMA SJ-1 in 2011 to repair the sand dunes at Summerhaven Beach. He noted that the recent Barrier Island breach has been closed. Commissioner Blow stated that the County may not need material at this time, but they would like to keep the option open to use DMMA SJ-1 in the future.

Mr. Crosley stated that in 2011, Dredging Reach V near Matanzas Inlet was maintenance dredged with approximately 180,000 cubic yards of material placed on the southern portion of Summerhaven Beach. Plans & specifications for dredging this reach were initiated in 2016, with construction expected in 2017. Dredging Reach III in the vicinity of St. Augustine Inlet was dredged in 2011, with the material being placed on the beach at Anastasia State Park. This area will again be dredged in 2017. Efforts are

underway to modify the existing approved placement area, which is south of the inlet, to place material on the severely eroded beaches north of the inlet in Vilano Beach.

Mr. Crosley stated that the dredging of the northern portion of Reach I, Palm Valley, was completed in early 2010, with 232,000 cubic yards of material being placed in DMMA DU-9. He stated that this project completed the maintenance of 15 miles of channel within the Palm Valley Cut.

Mr. Crosley stated that the St. Johns County Waterways Economic Study was completed in 2005 and it found that there were 155 waterway-related businesses in the County employing 2,157 people, with salaries of \$73 million, a direct economic output of \$139 million and a total economic impact of \$213 million. He noted that staff is working with a consultant to update the Economic Impact Study of the District's Waterways in St. Johns County.

Mr. Crosley stated that since 1986, the District has provided \$6.5 million in Waterways Assistance Program funding to 67 projects in the County having a total constructed value of \$19.7 million. The District participates with all the major communities in St. Johns County. Mr. Crosley noted that St. Johns County is currently the only District County without an active Waterway Cleanup Program.

Commissioner Blow stated that St. Johns County has a vast amount of marsh. The marsh makes it difficult to clean up those areas.

**ITEM 9.      Comments from the U.S. Army Corps of Engineers.**

Ms. Lacy Pfaff, the Interim Intracoastal Waterway (IWW) Project Manager with the U.S. Army Corps of Engineers (USACE), stated that \$2.6 million of Work Plan funding will go towards the St. Augustine and Matanzas IWW dredging projects. The contract was



awarded to Weeks Marine on September 30, 2016 and the Notice to Proceed was issued on November 2, 2016. For the St. Augustine project, because of damages incurred in the Vilano/South Ponte Vedra beach area from Hurricane Matthew, FIND has requested that the USACE investigate the cost of changing the placement area of the St. Augustine Dredging Reach to the beach north of the inlet, in lieu of placing on the State Park south of the Inlet. This will require a FDEP permit modification. Weeks Marine has confirmed that they will commence construction at the Matanzas Inlet first to allow time for USACE real estate and the FDEP permit modification to complete.

Mr. Pfaff stated that St. Johns County has requested a change to the IWW Matanzas project by placing sand at a higher elevation where old AIA was washed away by Hurricane Matthew. This will require a modification to the contract and a minor modification to the FDEP permit. The Corps is pursuing a waiver to issue the Request for Proposal (RFP) before the FDEP permit modification is complete.

Mr. Crosley stated that it is anticipated there will be additional project costs associated with these project changes. That information will be available for discussion at the District's February meeting.

Mr. Greg Caldwell, Assistant Public Works Director with St. Johns County, stated that the County appreciates FIND's support and partnership on these projects. Hurricane Matthew damaged the beaches from Vilano to Ponte Vedra Beach. Placing the sand North of the St. Augustine Inlet will greatly help the residents of Vilano Beach.

Ms. Pfaff stated that a RFP has been sent to the contractor for response. Before the material can be placed on the beaches north of the St. Augustine Inlet, St. Johns County needs to obtain the real estate easement documentation from 87 parcels of land in private

ownership. That real estate documentation will need to be certified by FIND and the USACE. Mr. Caldwell stated that there are 22 private parcels of land where the active sand placement will occur. The remaining 65 private parcels are for pipeline placement. The County Land Management Department is working on acquiring those easements.

Secretary Donaldson noted that this sand placement will not be enough to fix all the damaged property. He asked about the County's plans for the remaining damages. Mr. Caldwell stated that a Lidar pre-and-post storm survey was completed to help to determine the amount of lost beach sand. The County has contacted the FEMA Beach Manager and the State of Florida for help with future sand placement.

Linda Chambless, with the South Ponte Vedra/Vilano Beach Preservation Association, stated that the association has been trying to obtain sand placement on the Ponte Vedra and Vilano beaches since 2006. She thanked FIND and the USACE for working through the hurdles to place this sand north of the inlet, noting that the FIND sand placement will cover approximately one-mile of beach. There are an additional seven-miles of beach that also need sand. St. Johns County is pursuing State of Florida Disaster Funding to help with this project.

Ms. Chambless stated the County is surveying residents to determine if they would be willing to execute a construction project easement, and if they are in favor of a special tax to help fund this project. The residents are supporting this project. The homeowners question if can they cross over the pipeline to access the beach and how long will the pipeline be in place. Mr. Pfaff stated that yes, residents will be able to cross over the pipeline to get to the beach and that the pipeline will be in place approximately two months.

Secretary Donaldson stated that when Martin County re-nourished their beaches, the ocean front property owners were initially assessed a Municipal Services Benefit Unit (MSBU) tax. The special tax was changed to a Municipal Service Tax Unit (MSTU). Martin County beach front and barrier island property owners have had special assessments three (3) times.

Ms. Pfaff stated that the contract for construction of DMMA O-7 was advertised on May 13, 2016, with the contracting tool being small business set aside, least cost technically acceptable. Due to the need to amend the contract a multitude of times to address issues associated with the access road, bids were delayed until October 14, 2016. The project was awarded on November 22, 2016, with a required completion date of July 14, 2018.

Mr. Crosley stated that FIND provided the USACE with DMMA O-7 project funding for more than the contracted amount. Money was saved because FIND did not have to build an access road by executing a temporary use agreement with the adjacent property owner. Also, the project bid came in lower than estimated. The USACE has returned a portion, \$1 million, of excess funding to FIND. The remainder of the excess funding will be returned to FIND upon project completion.

Ms. Pfaff stated that the Plans and Specifications for construction of DMMA O-23 will kick off next week. NEPA activities were started and are extensive. There is a federally listed plant, reindeer lichen, which grows in scrub areas and has a minor presence on the site. There are about 10 to 20 square feet of the species that must be relocated out of the construction area. The USACE team has verified that the land adjacent to this site is compatible as a relocation area for the reindeer lichen. An FDEP exemption will be

obtained since this project is upland construction. Project design concepts will be the same as DMMA O-7. She anticipates a Work Order will be presented to FIND at the July or August of 2017 Board Meeting.

Ms. Pfaff stated that there are approximately 10,000 cubic yards of problematic shoaling within the Crossroads reach of the IWW. The plans are to utilize a Corps hopper dredge to remove this small quantity, which she is negotiating with the USACE Wilmington District. FDEP in Tallahassee has permitted the modification of the existing permit held by Martin County to allow for IWW dredged material to be placed into the settling basin within the St. Lucie Inlet. Martin County would then use the material for beach placement south of the inlet. Martin County would be happy if even more material was removed from the area as they need it for additional beach re-nourishment. The permit modification was received on December 12, 2016. This project will be funded with Federal funds.

Mr. Crosley stated that because the FIND office has been receiving complaints about critical shoaling in the Crossroads area, which is a -8-foot project that is currently at -6-feet, he wanted to get the Corps hopper dredge to take care of this small amount of shoaling. If everything comes together, the work order should be ready by February of 2017. If the hopper dredge cannot be on site by March 2017 at the latest, the District is ready to expedite the original dredging project without the widener.

Ms. Pfaff stated that the USACE is moving forward with permitting the IWW Broward Reach I dredging project. The current path forward is to dredge with a Wilmington District hopper dredge, unless it is determined that the quantity is large enough to justify standard procurement. Discussions with the Hillsboro Inlet Chairman, Mr. Jack

Holland, led to the suggestion that the USACE should consider placing the dredged material within the existing Hillsboro Inlet settling basin, a permanent sand transfer station. This would alleviate the need to obtain National Environmental Policy Act (NEPA) approval on a new nearshore placement area. The Hillsboro Inlet dredge would then move the material to the beach south of the inlet. To do this, the USACE would still need a Florida Department of Environmental Protection (FDEP) permit and possible NEPA coordination, since IWW material has never been placed in this disposal location. These changes will push this project out one additional year.

Commissioner Chappell asked how long the project delay would be. Ms. Pfaff stated that the Environmental Assessment would take six months. He stated that this summer, FIND will move forward with an Environmental Assessment of this area.

Ms. Tori White stated that the Planning Division has offered to perform the Endangered Species Act (ESA) and Environmental Fish Habitat (EFH) surveys. This would cover the removal of resources during the Broward County Reach I Dredging project.

Ms. White stated that if the material was dredged and placed in an upland area and then trucked to the Hillsboro Inlet Sand Trap, it would not be necessary to modify the Joint Coastal Permit (JCP).

Commissioner Chappell stated that if material was placed at Exchange Club Park then trucked to the Hillsboro Inlet Sand Trap, the JCP would not need to be modified.

Ms. Pfaff stated that the IWW Bakers Haulover continues to be one of the highest frequency dredging needs within the IWW. The current plan is to take advantage of

regional sediment management practices and dredge Bakers Haulover as a borrow source for the Miami-Dade County shore protection project.

Mr. Crosley stated that Miami-Dade County looked at sand in the Baker's Haulover channel for their beach renourishment project. This area is dredged approximately every three years and normally 30,000 cubic yards of material is removed from the channel. When the County surveyed the project area, there was less material in the channel than normal after three years' post dredging. Now the County is looking at the flood shoal that is encroaching in the channel. The small amount of shoaling may allow for hopper dredging.

Commissioner Crowley stated that last April during the Waterway Tour, the sand bar was observed moving into the Baker's Haulover channel. He noted that the boat show is about to commence in Miami. A number of the larger boats will travel from Fort Lauderdale to Miami and will have to pass through the Baker's Haulover area. It is necessary to dredge the current shoal before it increases and becomes a hazard to navigation. These projects take a long time to permit and if we wait until the shoal becomes a problem, it will take another year before that shoal is dredged. He noted that the economic benefit from the Miami Boat Show to Miami-Dade County is \$650 million.

Ms. White stated that the Baker's Haulover project would be covered under the General Permit (GP).

Ms. Tori White, Deputy, Regulatory Division, with the U.S. Army Corps of Engineers (USACE), stated that the USACE Setback Policy criteria applies to all structures within federal waters. All structures must have a Department of the Army Permit, Consent to Easement, a 408 permission, and meet current Setback Policy criteria.

Ms. White stated that the Setback Policy Criteria was established in 1935. The setback policy allows for safe navigation and cost effective maintenance of the federal channel. Because of upland development along the waterway and larger boats, Setback Policy criteria has had to be changed over the years to protect the navigation channel.

Ms. White stated that variances can be granted to the setback policy based on site-specific information. There were some site-specific Policies of Memorandum that were put in place in the Palm Valley area that allowed a structure to have a 40-foot setback on the east side of the channel in some areas, and a 36 foot or a 100-foot setback in other areas of the waterway.

Ms. White stated that in 2013 the USACE updated the Setback Policy Criteria. This new policy applies to existing structures that are proposed to be repaired, modified, or replaced. This criterion supersedes all previous Setback Policy Criteria and Memorandum for Records (MFR). This policy expanded structure restriction to 62.5 feet from the design edge of channel, removed the term “substantial justification”, added a width restriction of 1/3-foot of the width of the shoreline for development, up to 40 feet if 62.5 feet from design edge of channel. That policy also added some policy definitions for clarification and added 2 feet to absolute minimum of 38 feet in the northern part of the State and in southern Florida 32 feet.

Ms. White stated that the USACE is working within the Real Estate section to define, maintain and implement a consistent Setback Policy Criteria insuring that a consistent decision will be rendered to each permit applicant.

Ms. White noted that the Real Estate division has not had the funding or manpower to process applications and because of that, they have a back log of applications.

Regulatory has helped fund additional Real Estate staff so that the department can catch up on their workload.

Ms. White stated that with the new Setback Policy Criteria in place, the USACE also developed an enforcement strategy and policy. For structures that are in non-compliance, the USACE policy is to contact the property owner and request that the structure be voluntarily removed or the property owner obtains after the fact authorization. If the property owner does not comply, the USACE has several legal options which include; trespassing action if there is no Consent to Easement, or placing a lien on the property.

Ms. White stated that there are 350 docks in the Palm Valley area and 314 are in non-compliance. The majority of the non-compliant docks have not obtained their Consent to Easement, or have a Regulatory permit and were not built as permitted, or after construction the As-Built was not turned into the USACE. Of the 314 docks that had an issue, 165 of those dock issues have been resolved. There were 55 docks identified as needing a physical correction and may require removal of part of the dock. Two docks were closer than 20 feet and were both in the federal channel and the widener. These docks have lights installed and are permitted. The permit includes a removal condition at the property owners expense. This type of activity will not be permitted or allowed in the future because the USACE has layered GIS mapping.

Commissioner Crowley stated that property owners find it difficult to deal with the USACE Regulatory when trying to obtain permits for dock structures. He understands the reasoning behind these policies but, there are places in the channel that the policy does not make sense. One area in South Broward County has development and structures on the east side of the channel and the west side of the channel is protected and undeveloped. The



channel has shifted towards the developed shoreline. There is historical high use on the east shoreline with a low frequency of boating accidents. This area has low frequency of dredging. A lot of the homeowners have been impacted by this Setback Policy and the lack of flexibility by the USACE. He would encourage Regulatory to analyze that stretch and other areas in Miami-Dade, Broward, and Palm Beach Counties and discuss some of the issues with the FIND Commissioner in those counties. FIND manages the IWW for commercial and recreational use. If steps are taken by the USACE to significantly limit the recreational and commercial use of the waterway, it will impact FIND's mission. He is hopeful that the USACE will consider certain specific criteria for variances for certain projects.

Ms. White stated that Regulatory has analyzed the entire IWW. The focus areas have been geographically identified for site specific review and revision to the setback policy. All structure permits are reviewed for undeveloped land, conservation land, location, boating accidents, and dredging frequency.

Commissioner Crowley stated that the referenced area of the IWW would be a good test case for an authorized variance.

Commissioner Isiminger stated that one of the factors that should be considered is dredging frequency in a specific area because the setback is two-fold for navigation and maintenance, maintenance is less importance when considering variance. The structure setback criteria regulations should be different for an area of the waterway that is never dredged then it would be for an area that is dredged every five years.

Commissioner Chappell stated that one purpose of the Setback Policy is to regulate the impact from a structure to the cost of dredging in the IWW. Broward County is rarely

dredged and when it is dredged, the mechanical dredging method is used. He asked that the setback policy be reviewed for Broward County. In Broward County, numerous individuals have waterfront property and would like to have access to the IWW. The USACE is telling property owners that they can only have a 40-foot-wide dock on a 100-foot-wide property, that they paid \$10 million for. Those property owners are paying property taxes and a percentage of those taxes are going to FIND. FIND uses that revenue to pay for maintenance of the waterway. These regulations are restricting people who are paying money to live on and have access to the IWW. Even if the area had to be dredged around a structure, the upcharge would only be a 1 to 5 percent increase in project cost. If you ask the person who is paying the property taxes, they would be more than happy to pay an additional 5 percent property tax to have a larger dock and water access. He noted that the majority of tax revenue received by FIND comes from Miami-Dade, Broward and Palm Beach Counties. These regulations are causing people to think twice about purchasing waterfront properties, which concerns him. He stated that he knows that there are access issues to dredging when the waterway channel has a turn, but with today's technology, he cannot imagine that a dredging company that could not dredge at an angle. He still cannot understand a restriction on the widener.

Commissioner Sansom asked when the USACE considers the platform width of the dock, are the pilings included in that measurement. During a dredging event the dock pilings would not impact the project

Chair Cuzzo noted that the dock pilings can be a hazard to navigation.

Commissioner Crowley stated that the USACE says that there is flexibility to their setback policy when there is not.

Ms. White stated that the board is asking the USACE to look at site specific information and grant variances. She stated that she just presented information as to how the USACE is going to look at information and determine how and where to apply a variance. Future permit decisions will provide flexibility where the USACE can afford to be flexible and protect the waterway when it needs to be protected.

Ms. White referred to the FIND grant applications and stated that she would like to talk with the board at the May 2017 meeting about how the applicants can correctly complete and streamline their permit applications and so that the permit will be processed and approved by the September grant deadline.

Ms. White stated that all the District's IWW maintenance dredging is covered by the General Permit (GP). Dredging can be hydraulic or mechanical. Resources, such as seagrass are included in the permit. The GP covers all scenarios, but when seagrass is outside of the channel there is another step that must be taken and that is to go back to the National Marine Fisheries Service (NMFS). If seagrass is outside of the channel, she must be notified and advised the type of dredge that will be used and how close the seagrass beds are to the slope. The GP covers upland disposal sites and beach placement. There is also a permit required by the State of Florida for beach placement.

**ITEM. 10. Scope of Work and Fee Quote for Additional Analysis and Presentation of Information for Commercial-Industrial Waterway Access within the District's Twelve Member Counties, Florida.**

Mr. Crosley stated that following the initial study and December 16, 2016 presentation by Planning Solutions Corp (PSC), the Board requested staff solicit an additional scope and fee quote to continue the effort to identify and promote Commercial/Industrial Waterway access within the twelve counties of the District.

Mr. Crosley stated that PSC has provided a scope and fee quote in the amount of \$180,505.00, or about \$15,000.00 per County, to complete "Phase II" of this study effort. If approved, PSC could begin presentations as early as March for Duval County and April for Flagler County, with County site-specific assessments and a presentation prepared for that County.

Commissioner Williams made a motion to approve the scope and fee quote from Planning Solutions Corp. in the amount of \$180,505.00 for Phase II of a District-wide Commercial/Industrial Waterway Access Inventory Plan, including County specific presentations. The motion was seconded by Commissioner Sansom. Chair Cuozzo asked for discussion.

Ms. Beth Lemke, with Planning Solutions Corp, stated that this investigation will go deeper into each County and will include site visits, survey questions with marine businesses and agency contacts. Meeting with local government will be coordinated with FIND Board meetings in each County. The FIND Executive Director will be apprised of the progress of the project. It is recommended that an initial meeting be held with the District's Economic Consultant to share information related to the two endeavors.

Commissioner Isiminger suggested that when the soundings are completed, make sure that the tidal information is correct, so that the soundings are meaningful.

Commissioner Crowley suggested that Ms. Lemke contact him early in the process for Miami-Dade County. It would probably be beneficial for Ms. Lemke to contact each FIND Commissioner to discuss their County.

Secretary Donaldson stated that he mentioned to the Florida Department of Transportation (FDOT), District 4 staff that the District was working on this study. Ms.

Stacy Miller has expressed an interest in the project and would like to coordinate a meeting with Ms. Lemke.

Commissioner Sansom stated that for Brevard County, he would appreciate the consultant meeting with the County and the Florida League of Cities.

Commissioner Crowley asked that the information be set-up so that it can be shared. For example, when a County is preparing their Maritime Master Plan, they will have access to this information in a way that will allow them to incorporate it into their plan.

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

**ITEM 11. Project Bid Approval for Weir Replacement at Dredge Material Management Area DU-2, Duval County, Florida.**

Mr. Crosley stated that Taylor Engineering and District staff have been working to replace the failing weir at Dredged Material Management Area (DMMA) DU-2. This site is expected to be utilized for non-beach compatible material during the forthcoming Nassau County Reach I dredging project. Bids were originally opened for the project on November 22, 2016, and only two bids were received. Both bids were well over the engineering estimate for this project and were rejected.

Mr. Crosley stated that the project was re-advertised and bids were opened on January 12, 2017. Three (3) bids were received and the low qualified bidder was Brance Diversified, Inc.

Commissioner Sansom made a motion to approve the low qualified bid for weir replacement at DMMA DU-2. Duval County, Florida. The motion was seconded by Commissioner Blow. Chair Cuzzo asked for discussion.

Chair Cuzzo asked about the bids. Mr. Scarborough stated that the third bidder, submitted a bid as if he was building the entire site and the second bidder has not done this type of work before. The low qualified bidder has completed this type of work for the District and understands the project scope.

Commissioner Blow stated that Brance Diversified, Inc. has successfully completed a lot of work in north Florida for local government.

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

**ITEM 12. Revised Scope of Services and Fee Proposal for Professional Engineering Services, St. Lucie County Reach I Dredging Project, Permitting and Design, St. Lucie County, Florida.**

Mr. Crosley stated that at the December 16, 2016 Board meeting, the Board authorized staff to expend up to \$50,000.00 with Taylor Engineering to coordinate with St. Lucie County on the forthcoming St. Lucie Reach I Dredging Project. The County has requested any beach-compatible material from the Intracoastal Waterway (IWW) dredging project be placed directly on the severely eroded beaches south of Fort Pierce Inlet.

Mr. Crosley stated that Taylor Engineering has already initiated this effort and has provided the attached scope and fee quote for this work. In addition, staff is requesting a change order in the amount of \$46,000.00 of funding remaining from the initial work order from this project to be utilized to conduct the additional core borings required to test for beach-compatible material within the IWW.

Commissioner Blow made a motion to approve a proposal and fee quote from Taylor Engineering in the amount of \$49,885.92 and approval of a change order in the

amount of \$46,000.00 to re-evaluate and redesign the St. Lucie Reach 1 Dredging Project, in cooperation with St. Lucie County, Florida. The motion was seconded by Secretary Donaldson. Chair Cuozzo asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

**ITEM 13. Lease of Material Storage Area MSA 617C for Public Reef Construction Material Staging, Palm Beach County, Florida.**

Mr. Crosley stated that Vance Construction has requested a one (1) month lease (with a possible one (1) month extension) of Material Storage Area MSA 617C in Palm Beach County for material staging and waterway access. This project is a Palm Beach County Environmental Resources Management public reef construction project.

Vice-Chair Netts made a motion to approve a one (1) month lease agreement (with possible one month extension) with Vance Construction Company for the temporary use of MSA 617C. Palm Beach County, Florida. The motion was seconded by Commissioner Blow. Chair Cuozzo asked for discussion.

Commissioner Crowley asked if this is the FIND site in Juno Beach that the District receives complaints about the noise from the neighbors. He stated that several years ago, he inquired for a coastal contractor about using this site for a staging area and it was denied.

Mr. Crosley stated that use of this site for contractor staging is limited to public projects.

Commissioner Isiminger stated that he supports the use of District sites for contractor staging, public and private.

Commissioner Crowley suggested developing criteria for the use of District sites.

Commissioner Sansom stated that these requests should be brought before the board for approval. The determination should be based on the project and the site.

Secretary Donaldson stated that neighbors adjacent to the District's sites are tax payers. These sites should be identified in the District's Commercial-Industrial Waterway study and then criteria could be developed for specific site use.

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

**ITEM 14. Revised Scope of Services and Fee Proposal for Professional Engineering Services, Nassau County Reach 1 Dredging Project, Fernandina Harbor Alternate Bid Analysis, Nassau County, Florida.**

Mr. Crosley stated that at the December 16, 2016 Board meeting, the Board requested staff and Taylor Engineering to coordinate with the City of Fernandina Beach on the forthcoming maintenance dredging project for Nassau County Reach 1. The City needs to maintenance dredge the public marina and they may be able to save time, effort and funding by coordinating their project with the dredging of the Atlantic Intracoastal Waterway (AIWW).

Mr. Crosley stated that Taylor Engineering has provided a scope and fee quote in the amount of \$19,434.00 to facilitate this coordination and determine suitability and capacity of Dredged Material Management Area (DMMA) NA-1.

Commissioner Williams noted that it has been a pleasure to work with Mr. Bill Aley from Taylor Engineering on this project.

Commissioner Williams made a motion to approve a proposal and fee quote from Taylor Engineering in the amount of \$19,434.00 to include the City of Fernandina Beach Marina Harbor as an alternate bid in the maintenance dredging of Nassau Reach 1, Nassau



County, Florida. The motion was seconded by Vice-Chair Netts. Chair Cuzzo asked for discussion.

Mr. Jerry Scarborough, with Taylor Engineering stated that the Fernandina Beach Marina will be responsible for removing the docks and piers so that the dredging company can complete the work in the marina.

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

**ITEM 15. Major Project Cost Modification Request - Town of Marineland Marina Phase B Waterways Assistance Program Project, Flagler County, Florida.**

Ms. Zimmerman stated that the Town of Marineland has submitted a request for a major project cost modification to their Waterways Assistance Program (WAP) project - Marineland Marina Phase B, Project #FL-ML-14-24. In 2015, a minor cost modification was approved by the FIND Executive Director and the Flagler County FIND Commissioner. After having received final contractor pricing for the project, the Town is requesting to shift funding among individual project elements. The cost of dredging and dock construction has decreased, while the cost of constructing the dock master's facility has increased. The overall District project cost share of this project will remain the same, as will the Town's match. Because this request is a major cost-estimate modification, Board approval is required.

Vice-Chair Netts made a motion to approve the major project cost estimate modification to Project Agreement #FL-ML- 14-24, Marineland Marina Phase B Project, Flagler County, Florida. The motion was seconded by Commissioner Chappell. Chair

Cuozzo asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

**ITEM 16. Finance and Budget Committee Report.**

Commissioner Blow stated that the District's Finance and Budget Committee met before today's Board meeting and the committee reviewed and recommends approval of the November 2016 financial statements, the delegation of authority, and the expenditure and project status report.

Commissioner Blow made a motion to approve the recommendations of the District's Finance and Budget Committee, November 2016 financial statements, the delegation of authority, and the expenditure and project status report. The motion was seconded by Commissioner Sansom. Chair Cuozzo asked for discussion. Hearing none, a vote was taken and the motion passed unanimously.

Commissioner Blow referenced the FPL Road Lease and questioned if the \$2.5 million bond should be kept in place.

Mr. Crosley stated that most of the Broward Dredging Project is complete, but there are still some utility issues delaying dredging of a small section of the project. The City water utility lines have been relocated, but FIND is waiting on FPL and ATT to relocate their utility lines. The dredged material is about half-way removed from the DMMA site. The dredge has stopped and currently does not have another place to work. The contractor would like to finish the deepening project. If FPL moves the utility line, the contractor will finish the project and he needs the DMMA site to place to material. He stated that he is concerned that if the contractor demobilizes, everything needed to use the DMMA will be unavailable in the future.

Commissioner Chappell asked when the District's agreement with the Port expires. Mr. Crosley stated January 2018. He stated that he has reached out to the County and the Port to leave the District's road improvements in place.

Commissioner Chappell noted that the City of Fort Lauderdale dredging project will be starting.

Commissioner Blow suggested that the District's General Permit (GP) could be used to dredge Baker's Haulover and the material could be brought to the Port DMMA.

**ITEM 17. Washington D.C. Report.**

Mr. Crosley stated that before adjourning for the year, Congress declared a Fiscal Year (FY) 2017 Continuing Resolution (CR) that would extend current funding levels for most federal agencies through April 28, 2017. As a result of the CR, the USACE's FY 2017 Work Plan will likely be delayed until spring.

Mr. Crosley stated that Mr. Davenport worked with Representative Frankel and seven other members of FIND's Congressional Delegation to write a letter to the USACE seeking FY 2017 funds. The USACE responded and stated that no FY 2017 funding commitments or allocations can be made at this time. The letter stated that the projects mentioned in the letter will be considered for funding when funding is available.

Mr. Crosley stated that Mr. Davenport will continue working with FIND's Congressional Delegation and the USACE between now and the release of the Work Plan for IWW funding.

Ms. Zimmerman stated that the Washington visit is scheduled for March 6 through March 9, 2017. Mr. Crosley stated that Monday and Thursday are travel days and Tuesday and Wednesday will be two-full work days.

Chair Cuzzo stated that he has been in touch with Congressman Mast regarding District issues.

**ITEM 18A. FWC Anchoring Information.**

Vice-Chair Netts stated that he received a telephone call from the Marine Trawler Owners Association (MTOA). The caller was very concerned about the Anchoring/Mooring proposed legislation that is going back to the Florida Legislature this session. The caller was against any proposed anchoring ordinance.

Vice-Chair Netts stated that in 2009 the Legislature directed the Florida Fish and Wildlife Conservation Commission (FWC) to develop a model ordinance and select five participating local governments to test a variety of boat anchoring ordinances. This program was extended by the Legislature and sunsets on July 1, 2017. The FWC has not made a recommendation to the Legislature on what to do with this proposed mooring/anchoring legislation.

Vice-Chair Netts stated that the caller asked him if FIND has an interest in this legislation. He told her, that FIND is interested in public access to public waters. He noted that there are several groups that are interested in bringing this opposition to the legislators before they take the item up during the Legislative session.

Commissioner Sansom stated that the FWC has submitted their Mooring Pilot Program Proposed Final Report containing their recommendations that are based on the experiences of the five communities and the statutory goals of the pilot program. He stated that he is disappointed that the FWC did not present an Anchoring Model Ordinance. The FWC did make recommendations regarding derelict vessel penalties and regulations. He

noted that if the Legislature is going to develop a local ordinance, it should be by County and not City.

Vice-Chair Netts stated that the issue with the County/City is interesting. He noted that in St. Augustine, the City is the vested party in the anchoring program. The five (5) Mooring Pilot Districts came up with very good and reasonable regulations.

Commissioner Blow stated that the City of St. Augustine has a successful Mooring Pilot program, and it is distressing that after all these years the FWC has not made a recommendation. He noted that the City and County do not always communicate well.

Mr. Crosley stated that perhaps a representative should attend a FIND/FWC meeting to discuss this issue.

Commissioner Sansom suggested that FIND monitor the legislation and if there is a proposal, the Board could review it and decide if FIND should take a position.

Vice-Chair Netts stated that he is not sure that this is a FIND issue, but it is important. He noted that transient boaters would be affected by this legislation and they are part of the driving economic force of the IWW.

**ITEM 18. Additional Staff Comments and Additional Agenda Items.**

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

Ms. Zimmerman distributed to each commissioner a new FIND e-mail address, password and set-up directions. She asked commissioners to advise her once they have set-up their new e-mail. She will then post it on the District's web site.

Mr. Crosley noted that the District's new web site is up and running.

**ITEM 19. Additional Commissioners Comments.**

Chair Cuozzo asked if there were any additional Commissioner comments.

Vice-Chair Netts noted that last evening's Community Outreach Event was well-attended and very nice. It was nice to be outside and near the IWW.

Vice-Chair Netts requested that the April Flagler County meeting date be changed from Saturday, April 22, 2017 to Friday, April 21, 2017. The Board concurred.

Secretary Donaldson complimented the District staff for the new web site. He likes the agenda PDF and the ability to click and go right to the information you are interested in reviewing.

Commissioner Crowley stated that while driving by some of the District's grant projects he noted that some projects do a great job acknowledging the District's contribution and others do not. He would like staff to make sure that local government is completing and installing the proper sign acknowledgement upon project completion.

Commissioner Crowley stated that he would like to see the Assistance Program incorporate project fact sheets into the District's new web site.

Commissioner Sansom stated that there will be a ribbon cutting ceremony on January 31, 2017 for the Egret Eau Gallie Dredging Project.

Commissioner Chappell stated that he will be attending an Honor Community Leaders event on February 3, 2017 at Hugh Taylor Birch State Park where he will receive the "Bring Birch Back Award."

Commissioner Blow thanked the Board for holding the meeting in St. Augustine in January. He hopes that last evening's event allows commissioners to recognize how important and appreciated the community is for the assistance FIND provides.

**ITEM 20. Adjournment.**

Chair Cuozzo stated that hearing no further business the meeting was adjourned at 12:00 p.m.



## ST. LUCIE COUNTY PROJECT STATUS UPDATE

FEBRUARY 2017

### Dredged Material Management Plan

Phase I of the Dredged Material Management Plan (DMMP) for the Intracoastal Waterway in St. Lucie County was completed in 1997. Phase II of the DMMP was completed in 2001 and all major land acquisition was completed in 1999. *(Please see the attached maps).*

The 50-year dredging projection for this county is 29,201 cu/yds. and the storage projection is 62,782 cu/yds., which is the second lowest of the District's 12 counties.

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### Dredged Material Management Area Development:

There are two Dredged Material Management Areas (DMMA) within St. Lucie County. DMMA SL-2 has been constructed and was recently inspected for the deposition of material from the forthcoming St. Lucie Dredging Reach I. DMMA M-8 has been fenced and site development was initiated in late 2016. The site is expected to be fully constructed by 2018.

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### Waterway Dredging

Design, engineering and permitting for dredging of St. Lucie Dredging Reach I is completed and a hydraulic dredging project was bid in late 2016. One bid was received and it was several times greater than the engineering estimate for this project. The scope and engineering of the project have been re-defined and beach placement and/or mechanical dredging are being pursued. Each of these options is expected to result in significant costs savings to the District. Dredging will likely occur in late 2017. There are a couple of shoals in the Intracoastal Waterway (IWW) north and south of the Fort Pierce Inlet in Reach I that have been identified as navigation problems and are expected to be corrected with this dredging effort. This area has not been dredged in 40+ years, so there were numerous considerations to resolve, including resources and utility crossings.

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### Waterways Economic Study

The St. Lucie County Waterways Economic Study was completed in 2001 and updated in 2011. The studies found that there were 125 waterway-related businesses in the county employing 1,184 people, with salaries of \$45 million and a total economic impact of \$186 million. Approximately \$8.3 million in tax revenue was generated by waterway activities. Property values were determined to be increased by \$155 to \$188 million by the presence of the IWW channel. There are 13,100 registered vessels in the county. In late 2016, the District contracted a consulting group to update the studies for all 12 counties; the project will be completed by 2020. *(Please see the attached map).*

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### Waterways Assistance Program

Since 1986, the District has provided \$6.1 million in Waterways Assistance Program (WAP) funding to 58 projects in the county with a total constructed value of \$21.8 million. The County, the City of Ft. Pierce, Port St. Lucie, the Ft. Pierce Utilities Authority and the St. Lucie County Port and Airport Authority have all participated in the program. *(Please see the attached listing)*

Notable projects funded include: The Ft. Pierce Municipal Marina; public boat ramps at St. Lucie Inlet State Park, South and North Causeways, Ft. Pierce Marina, and Jaycee Park; as well as shoreline stabilization in downtown, along the north and south causeways, and River Park Marina.

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## ST. LUCIE COUNTY PROJECT STATUS UPDATE

FEBRUARY 2017

### **Cooperative Assistance Program**

The District's Cooperative Assistance Program has provided funding assistance for the following projects with elements in St. Lucie County: Taylor Creek Dredging and Restoration; Florida Clean Marina Program; Florida Clean Vessel Act Program; Florida Marine Patrol Officer Funding; the Indian River Lagoon Boaters Guide; and the Indian River Lagoon Spoil Island Management Plan. The District's funding assistance for the St. Lucie County portion of these projects was approximately \$613,000.00.

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### **Interlocal Agreement Program**

Through Interlocal Agreements the District has provided funding assistance in the amount of \$667,000.00 for the following projects or project with elements in St. Lucie County: Taylor Creek Dredging and Restoration; Florida Clean Marina Program; Florida Clean Vessel Act Program, and the M-8 Shoreline Stabilization Project.

In addition, in 2013 the District provided approximately 119,000 cu/yds. of sand for the construction of the Ft. Pierce Waterfront Protection Project. The material originated from our DMMA M-5 site in Martin County. This project resulted in storm protection islands for the downtown waterfront and allowed the rebuilding of the Ft. Pierce Municipal Marina, a WAP assistance project that was destroyed by the hurricanes of 2004.

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### **Waterway Clean Up Program**

The District has partnered with the Marine Industries Association of the Treasure Coast for several years to assist with their programs to remove trash and debris from St Lucie County's waterways. The District provides up to \$10,000 per year for this program.

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### **Small-Scale Derelict Vessel Removal Program**

St Lucie County has not yet requested participation in this program.

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### **Small-Scale Spoil Island Enhancement and Restoration Program**

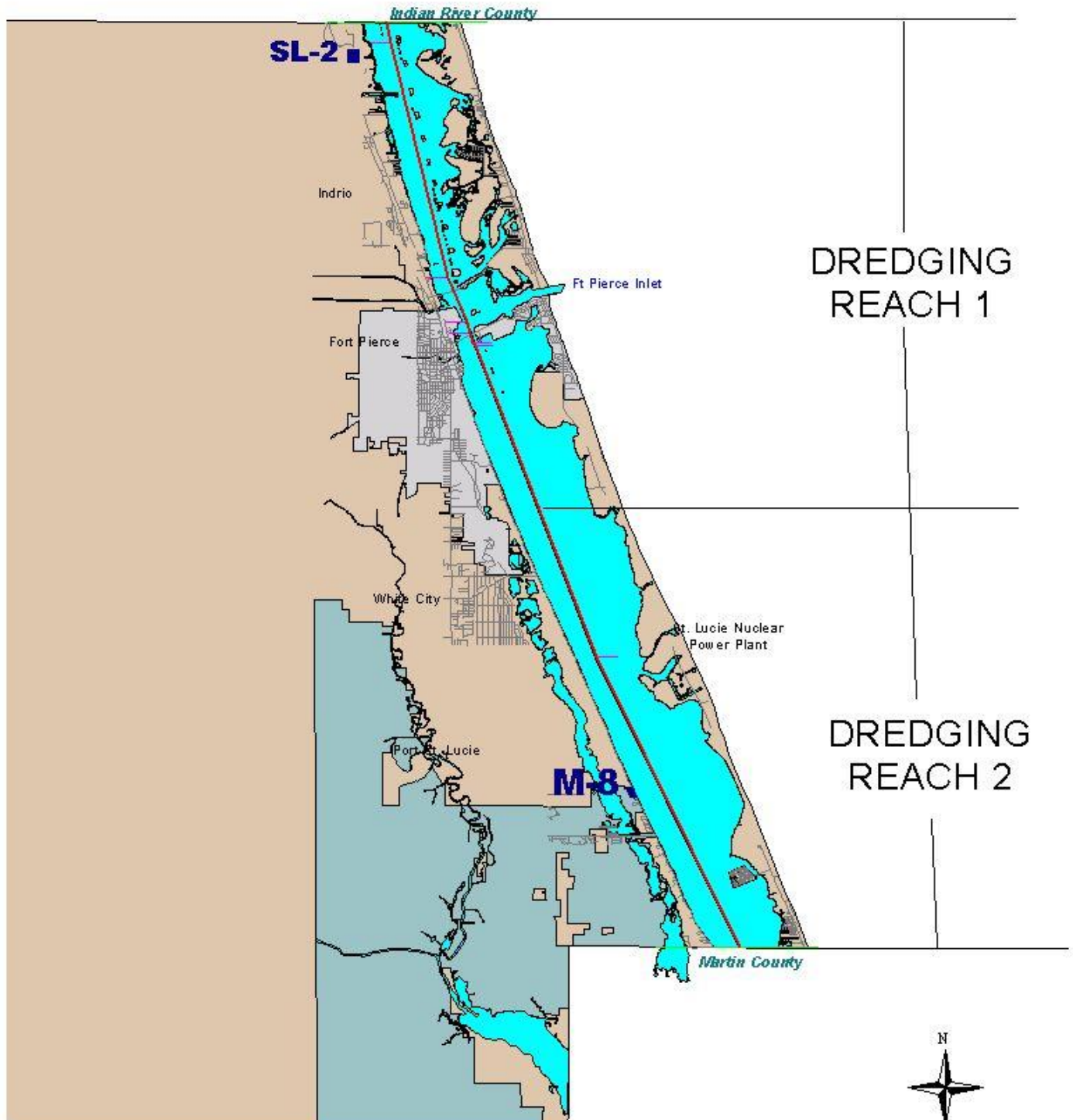
Spoil Islands in St Lucie County have been improved through the Small-Scale Spoil Island Enhancement and Restoration Program by having trails cut, fire rings installed, picnic tables installed, information kiosks installed, and exotic vegetation removed. Funding assistance has been provided to FDEP for a new trailer and boat motor to transport volunteers to spoil island restoration projects. These cooperative projects have totaled approximately \$22,000 in District funding.

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### **Public Information Program**

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





# LONG RANGE DREDGED MATERIAL MANAGEMENT PLAN FOR THE INTRACOASTAL WATERWAY IN ST. LUCIE COUNTY





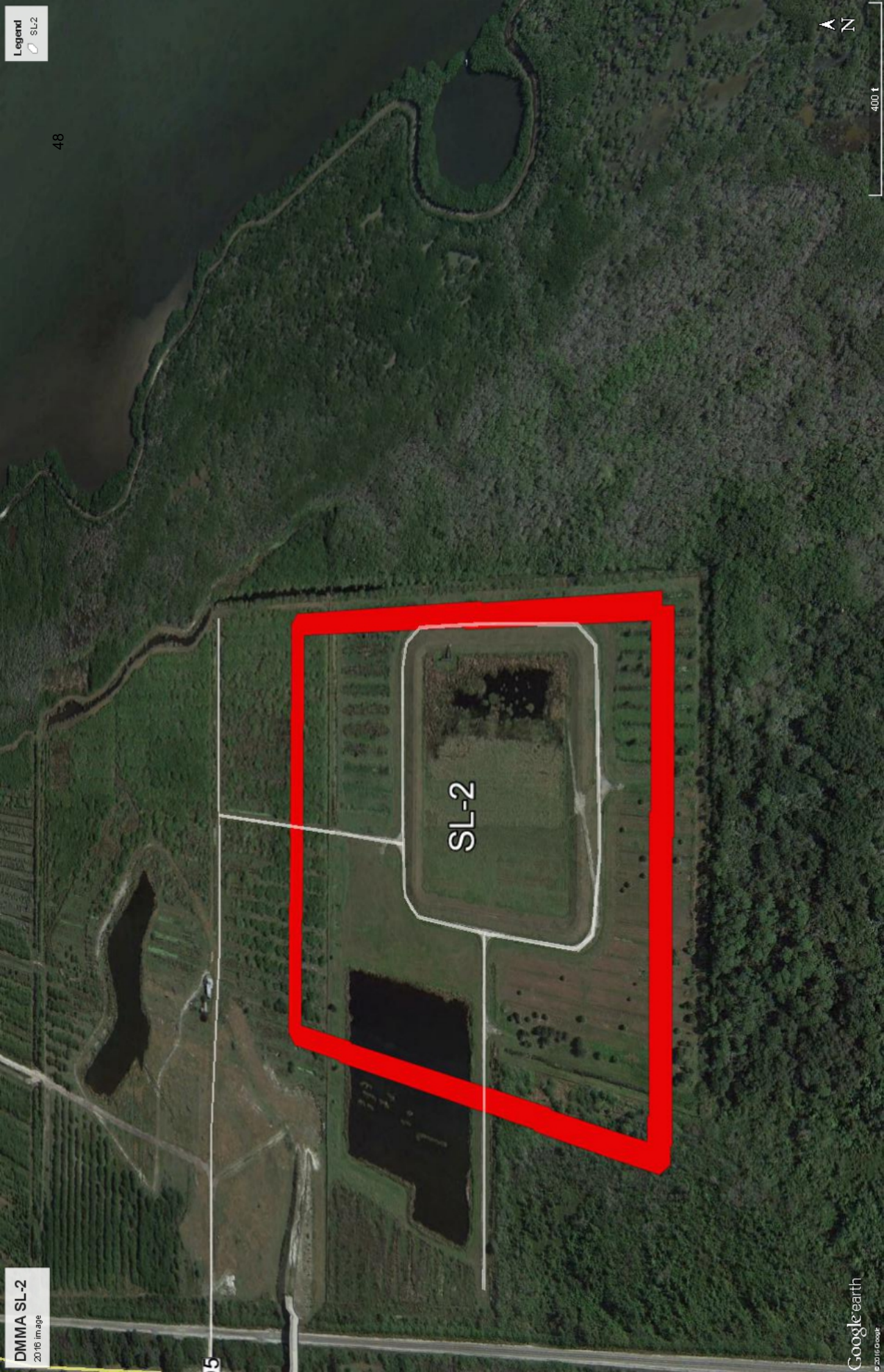
# DMMA SL-2



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













# DMMA M-8



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





50

707

M-8

S Indian River Dr



300 ft



# ECONOMIC BENEFITS OF THE DISTRICT'S WATERWAYS

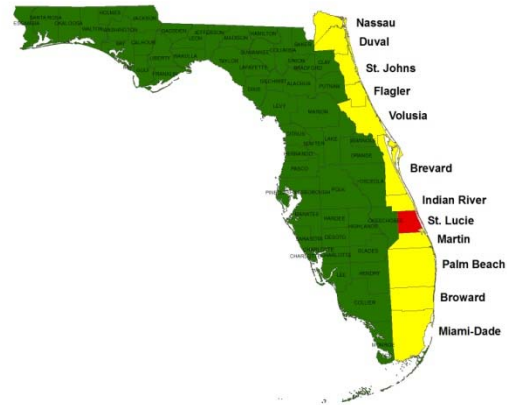


## Purpose

To update economic benefits in St. Lucie County of marine-related activities on the District Waterways, as previously estimated in *An Economic Analysis of the District's Waterways in St. Lucie County*, June 2001, 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

- \$186.0 million in business volume
- \$45.0 million in personal income
- 1,184 jobs
- \$8.3 million in tax revenue

### Impacts of Cessation of Waterways Maintenance

- Decrease of \$90.3 million in business volume
- Decrease of \$23.7 million in personal income
- Decrease of 69 jobs
- Decrease of \$3.8 million in tax revenue

### Impacts of an Increase in Waterways Maintenance

- Increase of \$19.55 million in business volume
- Increase of \$4.77 million in personal income
- Increase of 133 jobs
- Increase of \$0.9 million in tax revenue

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

- Decrease of \$284.4 million in business volume
- Decrease of \$69.8 million in personal income
- Decrease of 1,815 jobs
- Decrease of \$10.9 million in tax revenue

## Economic Benefits as of April 2011

ST. LUCIE COUNTY





# ECONOMIC BENEFITS OF THE DISTRICT'S WATERWAYS

ST. LUCIE 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 June 2001 in *An Economic Analysis of the District's Waterways in St. Lucie County*.

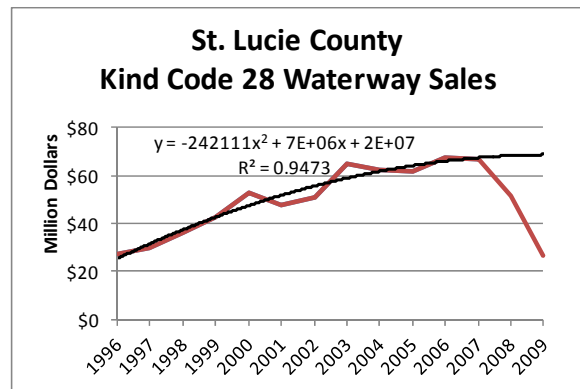
## Updating of Previously Estimated Benefits

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 St. Lucie County decreased by 60 percent; if the recession had not occurred, it is estimated that gross sales from 2007 to 2009 would have increased by six percent.



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

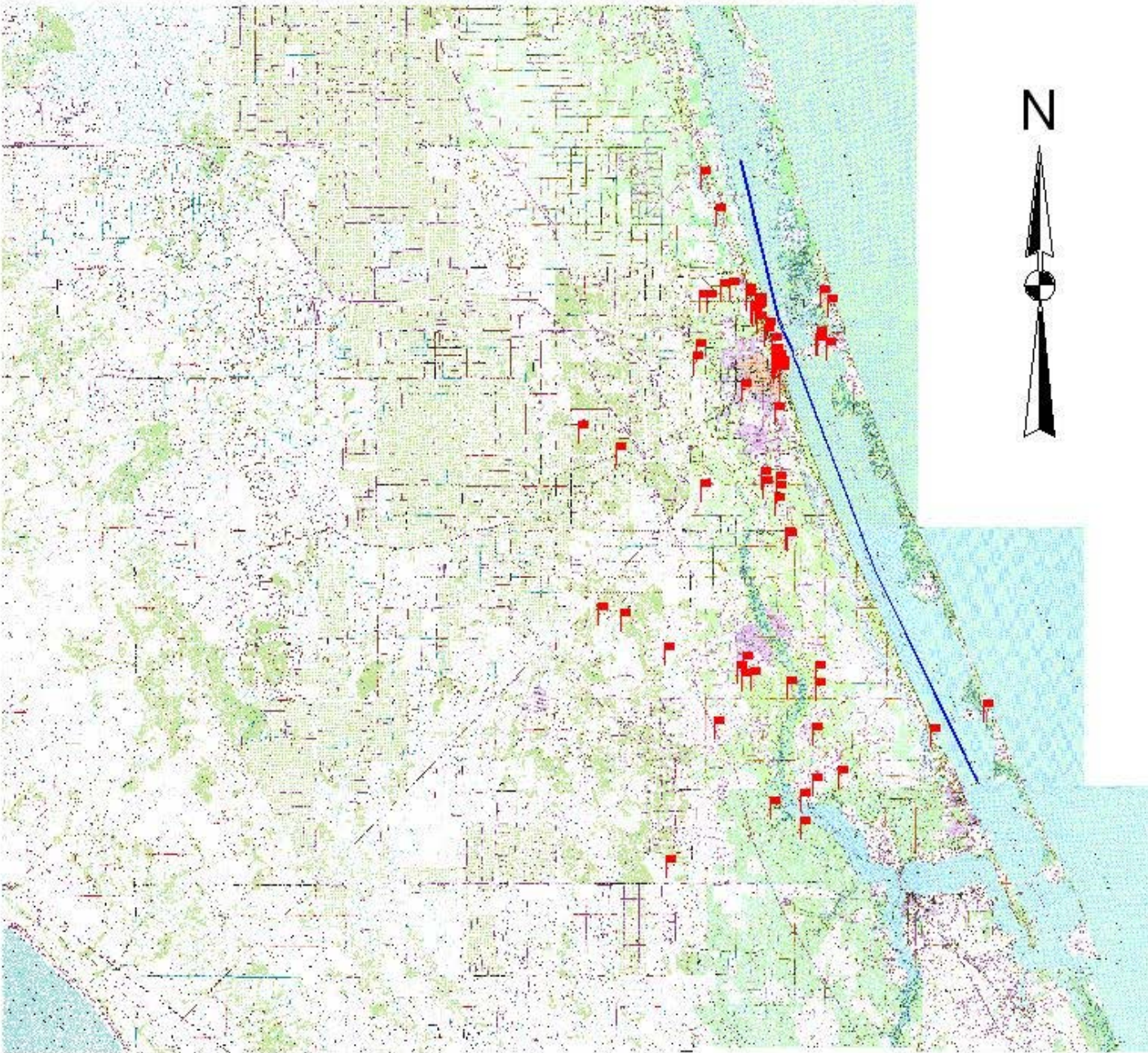
- Current existing conditions: \$12.8 million
- Cessation of maintenance: \$10.7 million
- Increased maintenance: \$12.8 million
- Assuming no recession: \$18.2 million

## Vessel Draft Restrictions Assumed for Each Scenario



- Current existing conditions: 6.5 feet MLW
- Cessation of maintenance: 3 feet MLW
- Increased maintenance: 10 feet MLW
- Assuming no recession: 6.5 feet MLW



WATERWAY RELATED BUSINESSES  
IN ST. LUCIE COUNTY



Map Legend

-  Businesses
-  Channel

FLORIDA INLAND NAVIGATION DISTRICT - WATERWAYS ASSISTANCE PROGRAM PROJECTS IN ST. LUCIE COUNTY 1986-2016

ProjectName	ProjectNumber	ProjectSponsor	GrantAmount	TotalCost
Ft. Pierce Inlet Boat Launch	SL-00-29	St. Lucie County	\$251,986.00	\$875,900.00
Shoreline Stabilization At South Causeway Island	SL-01-30	St. Lucie County	\$224,668.00	\$500,000.00
Law Enforcement Patrol & Rescue Vessel	SL-01-31	St. Lucie County	\$29,335.00	\$77,088.00
Vitolo Park/ Middle Cove - Public/ A.D.A. Access	SL-02-32	St. Lucie County	\$50,000.00	\$108,716.00
Blind Creek Public Access Improvements	SL-03-34	St. Lucie County	\$50,000.00	\$107,150.00
Shoreline Stabilization Project - North Causeway Island	SL-03-35	St. Lucie County	\$100,000.00	\$200,000.00
Wildcat Cove Preserve/ Observation Pier	SL-04-36	St. Lucie County	\$22,500.00	\$45,000.00
Indrio Blueway Preserve	SL-05-38	St. Lucie County	\$20,000.00	\$40,000.00
Ocean Bay Preserve Improvements	SL-05-39	St. Lucie County	\$25,000.00	\$50,000.00
Queens Island Preserve	SL-05-40	St. Lucie County	\$35,000.00	\$70,000.00
River Park Marina	SL-05-41	St. Lucie County	\$32,500.00	\$65,000.00
River Park Marina	SL-06-44	St. Lucie County	\$122,000.00	\$244,000.00
South Causeway Park Shoreline Restoration	SL-06-45	St. Lucie County	\$258,300.00	\$516,600.00
Stan Blum Boat Ramp Restrooms - Phase I	SL-08-48	St. Lucie County	\$18,000.00	\$36,000.00
Little Mud Creek Boat Ramp & Kayak Launch	SL-09-49	St. Lucie County	\$40,000.00	\$113,800.00
Stan Blum Boat Ramp Restrooms - Phase I I	SL-09-50	St. Lucie County	\$99,113.00	\$198,226.00
South Causeway Island Boat Docks	SL-87-2	St. Lucie County	\$105,000.00	\$210,000.00
4-H Sea Grant Environmental Education	SL-91-7	St. Lucie County	\$14,000.00	\$14,000.00
South Beach Causeway Boat Ramp Maintenance Project	SL-92-8	St. Lucie County	\$65,975.00	\$99,875.00
Boat Ramp Parking Improvement	SL-94-13	St. Lucie County	\$145,000.00	\$375,000.00
Fort Pierce Harbor Mitigation	SL-94-14	SLC Port & Airport Auth.	\$170,000.00	\$1,262,100.00
Fort Pierce Harbor Navigation Improvements	SL-95-15	SLC Port & Airport Auth.	\$168,079.00	\$1,262,100.00
South Causeway Island Improvement - Phase I I	SL-95-18	St. Lucie County	\$16,000.00	\$32,000.00
Inlet Spur Jetty	SL-97-22	St. Lucie County	\$220,000.00	\$782,000.00
Fort Pierce Shore Protection Project	SL-97-23	St. Lucie County	\$36,245.00	\$2,950,000.00
Law Enforcement Patrol & Rescue Vessel	SL-98-26	St. Lucie County	\$32,063.00	\$70,248.00
Fort Pierce City Marina North Channel	SL-FP-03-33	City Of Fort Pierce	\$94,481.00	\$206,445.00
Fort Pierce City Marina - North Access Channel Dredging	SL-FP-05-37ER	City Of Fort Pierce	\$318,000.00	\$991,437.16
City Of Marina Dredging Of Internal Basin	SL-FP-06-42	City Of Fort Pierce	\$18,000.00	\$36,000.00
City Marina Fuel Tank Replacement	SL-FP-06-43	City Of Fort Pierce	\$205,000.00	\$517,000.00
Veteran's Memorial Park ( Withdrawn)	SL-FP-07-46	City Of Fort Pierce	\$285,000.00	\$570,000.00
Repair and Expansion of City Marina	SL-FP-1	City of Fort Pierce	\$100,000.00	\$2,023,660.00
Marine Law Enforcement & Boating Safety Program	SL-FP-10-51	Fort Pierce Police Dept.	\$30,000.00	\$70,085.00
Public Fishing Pier Cleaning Station @ City Marina	SL-FP-11-53	City Of Fort Pierce	\$16,420.00	\$32,840.00

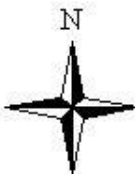
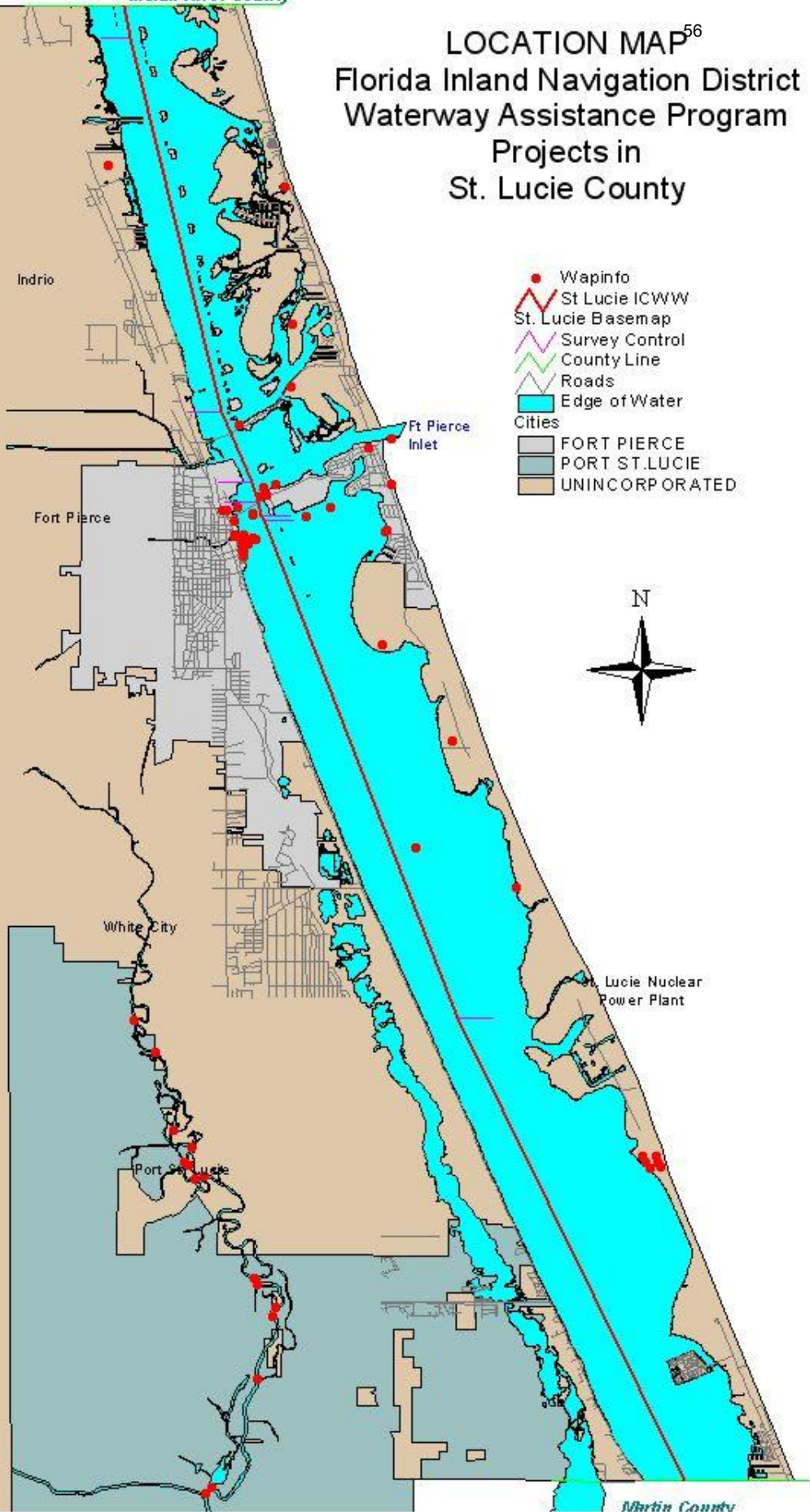
**FLORIDA INLAND NAVIGATION DISTRICT - WATERWAYS ASSISTANCE PROGRAM PROJECTS IN ST. LUCIE COUNTY 1986-2016**

Dredge Mouth Of Moores Creek	SL-FP-12-54	City Of Fort Pierce	\$47,726.00	\$102,060.00
Repair And Expansion Of City Marina - Phase I I	SL-FP-87-3	City of Fort Pierce	\$93,000.00	\$186,000.00
Melody Lane Seawall/Public Recreation Area	SL-FP-88-4	City of Fort Pierce	\$125,000.00	\$410,000.00
Melody Lane Seawall Restoration	SL-FP-89-5	City of Fort Pierce	\$130,000.00	\$325,000.00
Melody Lane Public Recreation Area	SL-FP-90-6	City of Fort Pierce	\$55,000.00	\$110,000.00
Manatee Observation & Education Center - Phase I	SL-FP-93-10	City Of Fort Pierce	\$199,150.00	\$256,900.00
Dredging Of Entrance Channel To Marina/ Boat Launches	SL-FP-93-9	City Of Fort Pierce	\$70,000.00	\$72,800.00
Jaycee Park Boat Ramps Reconstruction - Phase I	SL-FP-94-12	City Of Fort Pierce	\$7,500.00	\$15,000.00
Jaycee Park Boat Ramps Reconstruction	SL-FP-95-16	City Of Fort Pierce	\$50,000.00	\$100,000.00
Design Of Lagoon Life - A Touch Screen Kiosk Exhibit	SL-FP-95-17	Ft. Pierce Utilities Authority	\$33,291.00	\$41,891.00
Manatee Observation & Education Center	SL-FP-96-19	City Of Fort Pierce	\$153,453.00	\$153,453.00
City Marina Entrance Channel Dredging	SL-FP-96-20	City Of Fort Pierce	\$70,000.00	\$70,500.00
City Marina Access Channel Dredging	SL-FP-97-21	City Of Fort Pierce	\$84,926.25	\$94,362.50
Indian River Memorial Park Riverwalk	SL-FP-98-24	City Of Fort Pierce	\$204,505.00	\$409,010.00
Fisherman's Wharf Fishing & Viewing Piers	SL-FP-98-25	City Of Fort Pierce	\$54,448.00	\$231,520.00
Library Square Park	SL-FP-99-27	City Of Fort Pierce	\$122,486.00	\$245,814.00
Riverwalk Boardwalk Reconstruction	SL-PSL-07-47	City Of Port St. Lucie	\$396,125.00	\$856,000.00
North Fork St. Lucie River Channel Marker Replacement	SL-PSL-10-52	City Of Port St. Lucie	\$7,500.00	\$15,000.00
Waterway Improvement Project	SL-PSL-93-11	City Of Port St. Lucie	\$8,250.00	\$11,000.00
Fishing Pier & Fish Cleaning Station on Melody Lane	SL-FP-13-55	City of Fort Pierce	\$100,000	\$517,880
C-24 Canal Park Boat Ramp	SL-PSL-13-56	City of Port St. Lucie	\$302,426	\$2,005,805
Fishing Pier & Fish Cleaning Station on Melody Lane Ph IIA	SL-FP-14-57	City of Fort Pierce	\$212,500.00	\$425,000.00
Dinghy Dock @ Ft Pierce Marina	SL-FP-15-58	City of Fort Pierce	\$190,687	\$425,724.00
Canal Park Marine Unit Boatlift and Dock	SL-PSL-15-59	City of Port St. Lucie	\$25,000	\$50,000.00
Improve Boat Access Fisherman's Warf Moores Creek	SL-FP-16-60	City of Fort Pierce	\$78,500	\$157,000
Port of Ft Pierce - Fisherman's Wharf Phase I	SL-16-61	St. Lucie County	\$316,000	\$696,000

**TOTALS \$6,078,484.25 \$21,360,089.66**



# LOCATION MAP<sup>56</sup> Florida Inland Navigation District Waterway Assistance Program Projects in St. Lucie County





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**IWW STATUS UPDATE**  
**FIND Board of Commissioners Meeting**  
**February 18, 2017**



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WORK ACTIVITIES IN FY 17:

1. IWW: St. Augustine and Matanzas (St. Johns County)
2. DMMA O-7 (Martin County)
3. DMMA O-23 (Martin County)
4. IWW: Crossroads (Martin County)
5. IWW: Broward Reach 1 (Broward County)
6. IWW: Bakers Haulover (Miami Dade County)



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**IWW STATUS UPDATE**  
**FIND Board of Commissioners Meeting**  
**February 18, 2017**



AIWW = Atlantic Intracoastal Waterway Norfolk to St. Johns  
IWW = Intracoastal Waterway Jacksonville to Miami (12' and 10' projects)  
DMMA = Dredge Material Management Area

1. WORK ACTIVITY: IWW St. Augustine / Matanzas (St. Johns County)

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Completion of construction for O&M dredging in the St. Augustine and Matanzas reaches of the IWW located in St. Johns County.

**SCHEDULE:**

- Contract Award 30 Sept 2016A
- Notice to Proceed 2 Nov 2016A
- Commence Work 7 March 2017

FIND WORK ORDER: P&S were funded 100% with Federal funding in 2016. A work order was presented to and approved by the FIND Board in April 2016 to fund a portion of the dredging contract. Dredging will be paid for with a combination of FIND Contributed Funds and COE federal funding.

NAME OF CONTRACTOR: Contract was awarded to Weeks Marine on 30 Sept 2015 in the amount of \$8,896,500.

**STATUS:**

St. Augustine: Contract was advertised on 28 July 2016 and awarded to Weeks Marine on 30 Sept 2016. NTP was issued on 2 November 2016. Based on damages incurred in the Vilano/South Ponte Vedra beach area from Hurricane Matthew, FIND has requested that the Corps investigate the cost of changing our placement area for the St. Augustine reach to the beach north of the Inlet in lieu of placing on the State Park south of the Inlet. FDEP permit modification has been received. The Corps is working through the real estate processes to send the lands request. The procurement procedures require real estate easements and FDEP permits modification be obtained before issuing an RFP but the respective waivers are currently being pursued. Weeks Marine has confirmed that they will commence construction at the Matanzas Inlet first to allow time for the real estate to complete.

IWW Matanzas: The new breach in the Summerhaven area is located approximately 200 yards north of the placement area, and at the exact location where we had envisioned the pipeline to come over to the beach. Taylor Engineering is currently under contract with the County for the Summerhaven River restoration and they have also been contracted to close the breach. The breach should be closed before commencement of dredging in February 2017. St. Johns County has requested a modification to the contract to place the sand farther north to connect with the County project and a second modification for sand be placed at a higher elevation where Old A1A was washed away.



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**IWW STATUS UPDATE  
FIND Board of Commissioners Meeting  
February 18, 2017**



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

CONTRACT AMOUNT: \$4,357,044

DESCRIPTION OF WORK: Complete construction for DMMA O-7.

SCHEDULE O-7:

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

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

NAME OF CONTRACTOR: Cody Construction

STATUS: The contract for construction of DMMA O-7 was awarded on 22 November 2016 for \$4,357,044 with a required construction completion date of 14 July 2018. Initial submittals, including construction schedule, are under review. Nine gopher tortoise burrows have been found onsite, with four thought to be active. The contractor will prepare a permit for relocations.



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**IWW STATUS UPDATE  
FIND Board of Commissioners Meeting  
February 18, 2017**



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

**CONTRACT AMOUNT:** TBD

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

**SCHEDULE:** (Tentative)

- |                                 |             |
|---------------------------------|-------------|
| • Initiate P&S                  | 31Jan 2017  |
| • Complete NEPA                 | 27 Oct 2017 |
| • Complete P&S with all reviews | 18 Dec 2017 |
| • Advertise Contract            | 10 Jan 2018 |
| • Receive Bids                  | 12 Feb 2018 |
| • Contract Award:               | 15 Mar 2018 |

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

**NAME OF CONTRACTOR:** TBD

**STATUS:** P&S will kick off once DMMA O-7 is awarded. O-23 will utilize the same weir system as O-7. There is a federally listed plant, reindeer lichen, which grows in scrub areas which is present on the site. Probably 10-20sf of the species is estimated to be present which will have to be relocated out of the construction area. .

Anticipate a work order being presented in a future FIND for construction funding.





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**IWW STATUS UPDATE  
FIND Board of Commissioners Meeting  
February 18, 2017**



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**4. WORK ACTIVITY: IWW Crossroads (Martin County)**

**CONTRACT AMOUNT: TBD**

**DESCRIPTION OF WORK:** Staff has identified a small problematic shoal within IWW/OWW Crossroads and has asked that the Corps investigate the most efficient way to remove it.

**FIND WORK ORDER:** Depending on the order of magnitude for dredging, a FIND work order may be required. See amount below.

**NAME OF CONTRACTOR:** Corps Dredge—USS Currituck

**STATUS:** The Corps received over \$1.2M in supplemental funding because of Hurricane Matthew for OWW Crossroads. The Currituck is scheduled to start dredging in 23 February and has allocated time to dredge up to 60,000 CY.

FDEP modification received on 12 December 2016. Dredge disposal is in the St. Lucie Inlet Impoundment Basin.



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**IWW STATUS UPDATE  
FIND Board of Commissioners Meeting  
February 18, 2017**



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

CONTRACT AMOUNT: TBD

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

**SCHEDULE Broward Reach 1:**

- |   |               |
|---|---------------|
| • Complete Environmental Assessment (incl public reviews) | October 2017  |
| • Obtain Water Quality Certification                      | October 2017  |
| • Obtain updated Survey                                   | November 2017 |
| • Provide Dredge Orders to SAW                            | April 2018    |

**FIND WORK ORDER:** Current path forward is to proceed with dredging with a Wilmington Hopper dredge unless it is determined that the quantity is large enough to justify a standard procurement. Anticipate a work order being presented to the FIND Board in February 2017 for dredging funding.

**NAME OF CONTRACTOR:** TBD

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



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

**IWW STATUS UPDATE**  
**FIND Board of Commissioners Meeting**  
**February 18, 2017**



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

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Bakers Haulover continues to be one of the highest frequency dredging needs within the IWW. The current plan is to take advantage of regional sediment management practices and dredge Bakers Haulover as a borrow source for the Miami Dade County shore protection project.

FIND WORK ORDER: The Corps is requesting up to \$2M to remove the shoal at Bakers Haulover. The USS Currituck will remove approximately 5,000CY in April for the critical shoal. Approximate cost is \$250,000 for the critical shoal. A future project will be scheduled for Fall 2017 to remove an additional 25,000CY.

NAME OF CONTRACTOR: TBD

STATUS: The critical shoal (5,000 CY) to be removed in April, after Crossroads is complete. Disposal will be in the extreme nearshore at Bal Harbor Beach. All permits valid.



# Intracoastal Waterway St. Lucie County Reach I Maintenance Dredging with Beach Disposal



# PRESENTATION OUTLINE

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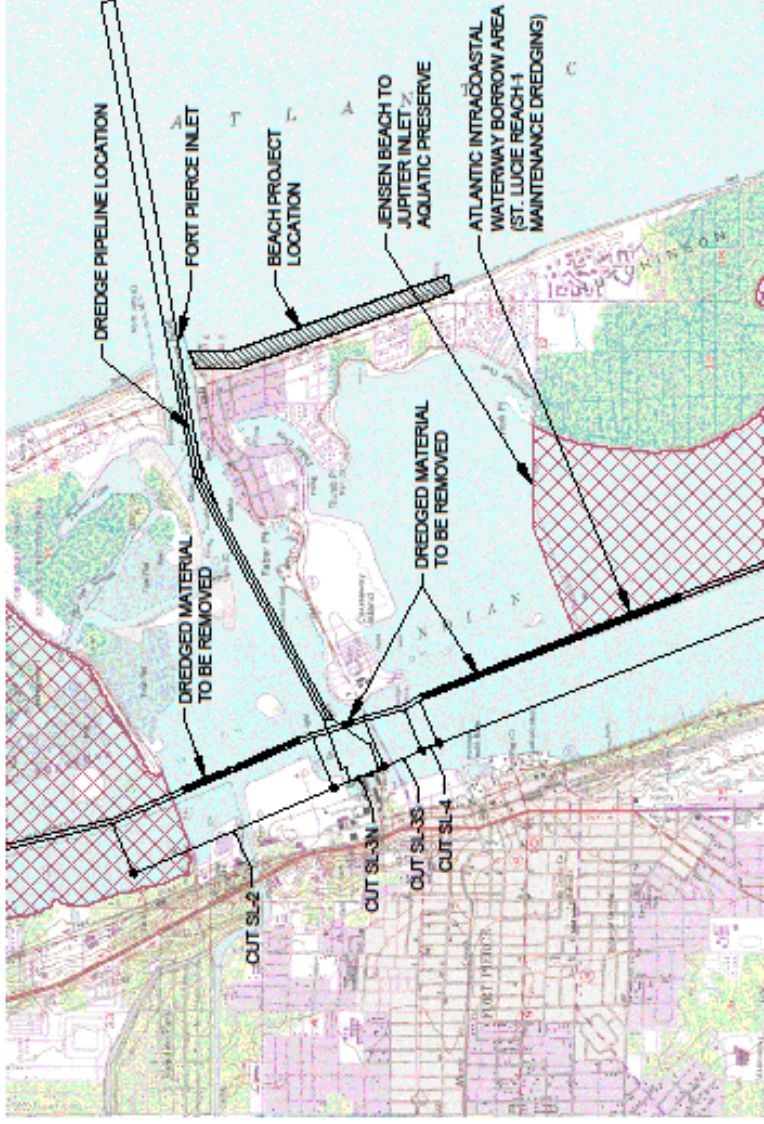
1. Project Parameters
2. History
3. Engineering Estimates
4. Offloading SL-2 Costs
5. Fast Track Schedule for Beach Disposal



# Project Parameters

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- Shoal volume: **99,000 CY**
- Channel length to be dredged: **13,650 ft (2.6 miles)**
- Distance to SL-2: **52,000 ft (9.8 miles)**
- Distance to beach: **22,000 ft (4.2 miles)**



- **February 2014:** FIND tasks Taylor to permit and design Reach I maintenance dredging
- **November 2016:** Bids solicited for dredging of 99,000 CY with disposal at DMMA SL-2
- **December 2016:** Only one bid received (\$7,900,000)
- **December 2016:** FIND receives letter from St. Lucie County requesting maintenance material placed on beaches
- **January 2017:** FIND tasks Taylor to revise project for beach disposal; Taylor submits permit mods for St. Lucie County to add ICWW as borrow source; FIND approves Taylor to subcontract for 19 additional vibracores
- **February 2017:** Project re-advertised for beach disposal

- Bid for hydraulically pumping to SL-2: **\$7,900,000**
- ROM estimate for mechanical dredge to SL-2: **\$4,500,000**
  - Would not be able to dig full 99,000 CY due to permit restrictions
- Engineer Estimate for hydraulic dredge with beach disposal: **\$2,717,077**
  - Time estimation to complete job:
    - Mobilization – 2-3 weeks
    - Dredging – 40-50 days
    - Demobilization – 2-3 weeks
  - Total Time Needed - 75 Days





## OPINION OF PROBABLE COST

INTRACOASTAL WATERWAY ST. LUCIE REACH I MAINTENANCE DREDGING; ST LUCIE COUNTY, FLORIDA

### BID ITEMS

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
<b>LUMP SUM</b>					
0001	Insurance	LS	1	\$ 12,108.10	\$ 12,108.10
0002	Mobilization/Demobilization	LS	1	\$775,241.41	\$ 775,241.41
0003	Environmental Protection and Erosion Control	LS	1	\$ 37,837.80	\$ 37,837.80
<b>UNIT COST</b>					
0004	Dredging and Dredged Material Placement	CY	99,000	\$15.16	\$ 1,891,890.00

**TOTAL BID (ITEMS 0001 THRU 0004) \$ 2,717,077.30**

**+25% \$ 3,396,346.63**

# Approximate SL-2 Offloading Costs

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- High and low range for excavation and hauling
  - \$25 x 99,000 CY = \$2,475,000
  - \$18 x 99,000 CY = \$1,782,000
  - Average: **\$2,128,500\***
- Excavation: \$3-\$5/CY
- Hauling: \$15-\$20/CY

\*ASSUMPTIONS: Costs based on recent offloading and associated costs at DU-2 and SJ-14; estimate does not account for hauling distance; actual price may be higher or lower depending on haul distance and market conditions.

# Fast Track Schedule for Beach Disposal

Date	Task
2/08/2017	Advertise (fast track)
2/16/2017	Receive all vibracore data <sup>1</sup>
2/17/2017	Pre-bid meeting
2/18/2017	FIND Board meeting
3/02/2017	Earliest possible bid opening
3/06/2017	Earliest potential FIND notice of award date <sup>2</sup> ; need to notify FDEP of pre-construction meeting by this date
3/16/2017	Pre-construction meeting
3/16/2017	FDEP NTP <sup>3</sup>
3/20/2017	Must issue FIND NTP by this date to allow reasonable time for mobilization and construction
5/20/2017	3/06/2017 + 75 days
5/31/2017	3/20/2017 + 72 days; contractor must be demobilized from beach

<sup>1</sup> Schedule assumes vibracore data indicates beach compatible material. Existence of non-compatible material, depending on amount and location, may postpone project. Taylor Engineering will provide data and compatibility analysis within a day of receiving report.

<sup>2</sup> To award project, need assurance from USACE and FDEP that permits will be issued by 3/17. If assurance not given by 3/6, bids will have to be abandoned and project postponed.

<sup>3</sup> Assumes all FDEP-required pre-construction NTP requirements complete by pre-construction meeting. Also assume 10-day notification of pre-con meeting (instead of 14-day) acceptable to FDEP.

# Recent Photos of Beach Disposal Area

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View looking north, toward south jetty of Fort Pierce Inlet.



View looking south, away from Fort Pierce Inlet.



**Frannie Hutchinson**  
County Commissioner  
District No. 4

December 14, 2016

Mr. Mark Crosley, Executive Director  
Florida Inland Navigation District  
1314 Marzinski Road  
Jupiter, FL 33477-9498

**RE: ST. LUCIE REACH I MAINTENANCE DREDGING PROJECT**

Dear Mr. Crosley,

On behalf of St. Lucie County we would appreciate the opportunity to partner with Florida Inland Navigation District (FIND) on the St. Lucie Reach I Maintenance Dredging project. Placement of the beach compatible material from Intracoastal Waterway onto Ft. Pierce Beach would greatly benefit the severely damaged shoreline while this disposal option would most likely result in substantial cost savings to the District.

Due to the critical state of the beach erosion it is important to the County to make a concerted effort to complete this project by May 2017, a permit requirement associated with sea turtle nesting. Fortunately, during spring 2014 a similar project was successfully completed through a joint effort of the U.S. Army Corps of Engineers (USACE) and St. Lucie County (Erosion District). The USACE placed and graded approximately 164,100 cubic yards of beach quality material dredged from the inlet channel and turned basin onto Ft. Pierce Beach. The non-compatible material was transported to a permitted offshore disposal site. Both the USACE and the County were co-permittees on the beach portion of the project.

Thank you for your consideration of our request and the prospect of working together to benefit the waterway. Please contact Mr. Richard Bouchard, St. Lucie County's Sr. Coastal Engineer, at (772) 462-1710 for further information regarding this matter.

Sincerely,

**Frannie Hutchinson, Chair**  
St. Lucie County Erosion District

FH:rb

- cc: St. Lucie County Erosion District Board  
Howard Tipton, County Administrator  
Dan McIntyre, County Attorney  
Bob Adolph, Deputy County Administrator  
Mark Satterlee, Deputy County Administrator  
Ron Parrish, Director of Public Safety and Communications  
Glenn Henderson, Mosquito Control & CMS Director  
Richard Bouchard, Sr. Coastal Engineer  
Nick Mimms, Ft. Pierce City Manager  
Don Donaldson, St. Lucie County FND Commissioner

Chris Bradawsky, District No. 1 - 1cd Mowery, District No. 2 - Linda Harz, District No. 3 - Frannie Hutchinson, District No. 4 - Cathy Townsend, District No. 5  
County Administrator - Howard Tipton  
2300 Virginia Avenue Fort Pierce, FL 34982-5652 (772) 462-1451  
FAX (772) 462-2131 - TDD (772) 462-1428  
Hutchinson@stlucieco.org



**TAYLOR ENGINEERING, INC.**  
*Delivering Leading-Edge Solutions*

[www.taylorengineering.com](http://www.taylorengineering.com)

***THANK YOU***  
***Questions?***







February 7, 2017

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

RE: Project Summary  
Dredged Material Management Area DU-9 Expansion; St. Johns County, Florida

Mr. Crosley:

Per your request, Taylor Engineering provides the following project summary for the Dredged Material Management Area DU-9 Expansion project.

The ±180-acre Dredged Material Management Area (DMMA) DU-9 site is located ±0.5-mile west of the Intracoastal Waterway (ICWW), approximately 1.5 miles south of the Duval/St Johns County line, and lies within an extensive private landholding known as Dee Dot Ranch. The Florida Inland Navigation District (FIND) acquired the DMMA DU-9 site in 1995 and obtained construction permits in 2000. Due to contamination found within the center of the site during preliminary construction activities in 2001, FIND modified the permit in 2004 and redesigned and constructed a smaller (±34-acre) basin north of the contaminated area in 2006. Between 2001 and 2016, the owner of Dee Dot Ranch and its engineering consultant, CH2MHILL, worked to successfully remediate the area and received a Conditional Site Rehabilitation Completion Order (SRCO) from the Florida Department of Environmental Protection in May 2016.

In 2008, the FIND acquired another modification of this permit (FDEP Permit No. 0129250-003-EG) to allow for permanent installation of approximately 3,800 ft of 36-in diameter buried discharge line from the DMMA weir outlet to just west of the ICWW. Installation was successfully completed in 2011. The U.S. Army Corps of Engineers used the site in 2009 to maintenance dredge the ICWW and deposited approximately 285,000 cy of material. The expansion project will restore the original, 2000 site footprint to meet the required needs of the ICWW maintenance dredging requirements for the next 50 years.

Please contact me at 904-731-7040 or [jscarborough@taylorengeering.com](mailto:jscarborough@taylorengeering.com) with any questions.

Sincerely,

Jerry Scarborough, P.E.  
Senior Advisor



Client: Florida Inland Navigation District  
 Project: Dredged Material Management Area DU-9 Expansion  
 Project No: C2014-075

Prepared by: Mitch Doll, E.I.  
 Date: 1/31/2017  
 Reviewed by: K. Knight, P.E.  
 L.S. Brownell, P.E.

**Engineer's Preliminary Estimate of Project Quantities & Probable Cost Worksheet**

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
<b>LUMP SUM</b>					
0001	Insurance	LS	1	\$ 13,000.00	\$ 13,000.00
0002	Mobilization and Demobilization	LS	1	\$ 150,000.00	\$ 150,000.00
0003	Environmental Protection and Erosion Control	LS	1	\$ 20,000.00	\$ 20,000.00
0004	Construction, Payment, and As-Built Surveys	LS	1	\$ 48,000.00	\$ 48,000.00
0005	Construction Materials Testing	LS	1	\$ 130,000.00	\$ 130,000.00
0006	Dike Toe Drain and Piping	LS	1	\$ 350,000.00	\$ 350,000.00
0007	Erosion Protection Stone for Concrete Drainage Inlets and Culverts	LS	1	\$ 2,300.00	\$ 2,300.00
0008	HDPE 30-inch Diameter Culvert Pipe	LS	1	\$ 2,600.00	\$ 2,600.00
0009	Timber Walkway	LS	1	\$ 2,500.00	\$ 2,500.00
0010	Outfall Structure	LS	1	\$ 13,700.00	\$ 13,700.00
0011	Toe Drain TV Inspection Video/Report	LS	1	\$ 20,000.00	\$ 20,000.00
<b>LUMP SUM TOTAL (Items 0001 - 0011):</b>					<b>\$ 752,100.00</b>
<b>UNIT COST</b>					
0012	Clearing and Grubbing	AC	80	\$ 3,500.00	\$ 280,000.00
0013	Dike Foundation Grading and Compaction	SY	97,000	\$ 1.50	\$ 145,500.00
0014	Dike, Access Road, Perimeter Road, and Perimeter Ditch Construction	CY	158,000	\$ 5.57	\$ 880,060.00
0015	Roadway Shellrock Stabilization	SY	11,500	\$ 11.00	\$ 126,500.00
0016	Concrete Drainage Inlets	EA	28	\$ 3,000.00	\$ 84,000.00
0017	Grassing	AC	25	\$ 3,200.00	\$ 80,000.00
<b>UNIT COST TOTAL (Items 0012 - 0017):</b>					<b>\$ 1,596,060.00</b>
<b>CONSTRUCTION COST (not including Bid Items No. 0001 - 0005)</b>					<b>\$ 1,987,160.00</b>
					-10%
					\$ 2,113,000.00
<b>GRAND TOTAL (Items 0001 - 0017):</b>					<b>\$ 2,348,160.00</b>
					+10%
					\$ 2,583,000.00

**NOTES:**

- This cost opinion is based on Final Construction Drawings as of January 31, 2017 and is subject to change. The estimated materials and unit costs represent Taylor Engineering, Inc. best judgment as a professional design firm familiar with the type of construction proposed. Taylor Engineering, Inc. has no control over the availability or cost of labor, equipment or materials, market conditions, or the Contractor's methods of pricing. Accordingly, Taylor Engineering, Inc. makes no warranty, express or implied, that the actual bids or negotiated prices will not vary from this Preliminary Opinion of Probable Cost.
- All quantities estimated as in-place quantities.
- Construction Cost may change due to fluctuations in the prices of steel, concrete, and petroleum.
- This project does not anticipate encountering hazardous material.



**FLORIDA INLAND NAVIGATION DISTRICT****DU-9 EXPANSION PROJECT,  
DUVAL COUNTY, FLORIDA**

February 3, 2017

**Bid List**

<b><u>NAME OF FIRM</u></b>	<b><u>PROJECT BID</u></b>
Ferreria Construction Southern Division Co Inc	<u>\$3,756,674.05</u>
Carter's Contracting Services Inc	<u>\$4,772,277.00</u>
Barco – Duval Engineering In	<u>\$1,695,000.00</u>
Kirby Development Inc	<u>\$2,773,158.00</u>
Blue Goose Construction	<u>\$3,626,633.00</u>
Harry Pepper & Associates	<u>\$4,120,901.92</u>
Pac Comm Inc	<u>\$4,862,300.84</u>



February 6, 2017

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

Re: Bid Review  
Dredged Material Management Area DU-9 Expansion; St. Johns County, Florida

Dear Mr. Crosley:

On February 4, 2017, the Florida Inland Navigation District (FIND) received seven bid packages for the Dredged Material Management Area DU-9 Expansion project. Barco-Duval Engineering, Inc. — based in Jacksonville, Florida — submitted an all-inclusive low bid of \$1,695,000.00, approximately \$653,000 below Taylor Engineering's estimated cost of \$2,348,160.00. Primary differences in cost between the low bid and engineering estimate were the bidder's lower costs for construction materials testing (Bid Item No. 0005), dike toe drain and piping (Bid Item No. 0006), and dike, access road, perimeter road, and perimeter ditch construction (Bid Item No. 0014). The remaining bids ranged in price from \$2,773,158.00 (Kirby Development, Inc.) to \$4,862,300.84 (Pac Comm, Inc.). At FIND's request, Taylor Engineering reviewed the bid packages for completeness and contacted the bidders' references.

To render the bid complete, each bidder had to submit the following:

1. 00 41 63 BID FORM
2. 00 41 63A BID SCHEDULE
3. 00 43 13 BID BOND (if bid exceeds \$200,000.00)
4. 00 45 01 PUBLIC ENTITY CRIME STATEMENT
5. 00 45 02 AFFIDAVIT FOR SURETY COMPANY

The low bidder submitted complete forms and we identified no discrepancies. As part of the required bid form, Barco-Duval Engineering, Inc. also included a copy of its active State of Florida Building Contractor (No. CBC057508) and Underground Utility & Excavation, Co. (CUC056916) licenses. As of today, no official complaints against either license appear on the Florida Department of Business & Professional Regulation website (<https://www.myfloridalicense.com/>).

Lastly, our review included telephone discussions with the references provided by Barco-Duval Engineering, Inc. — Ms. Jamie Bell (Suwannee River Water Management District), Ms. Alice Rankeillor (Gainesville Regional Utility Authority), and Mr. Marty Smithson (Sebastian Inlet District). In general, two of the three references gave positive feedback regarding their experience with Barco-Duval Engineering, Inc.; one of the references (Ms. Bell) was not authorized to provide feedback.

Based on our review, we recommend that FIND award the Dredged Material Management Area DU-9 Expansion contract to Barco-Duval Engineering, Inc. Please contact me at (904) 731-7040 with any questions or concerns.

Sincerely,

Jerry Scarborough, P.E.  
Senior Advisor









February 3, 2017

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

RE: Professional Construction Administration Services  
Dredged Material Management Area DU-9 Expansion; St. Johns County, Florida

Mr. Crosley:

Per your request, Taylor Engineering is pleased to submit the enclosed scope of work for professional construction administration services (Attachment A) and fee proposal (Attachment B) for the Dredged Material Management Area DU-9 Expansion. Primary tasks include a gopher tortoise survey and relocation, pre-construction coordination, construction administration, and project closeout over the expected 450-day (15-month) construction period.

Project continuity influenced our decision to secure AMEC Foster Wheeler, Inc. (AMEC) and Environmental Services Inc. (ESI) — the previous sub consultants for the site's geotechnical and environmental investigation, respectively. AMEC will provide verification testing and limited construction-phase engineering support. ESI will provide gopher tortoise identification and relocation services. Attachments C and D provide the proposals from AMEC and ESI.

Taylor Engineering will perform these services on a cost-plus basis, for a total cost not to exceed fee of \$257,500. Of this total, \$43,102 represents subcontracted fees for AMEC's (\$28,702) and ESI (\$14,400) fees.

Please contact me at 904-731-7040 or [jscarborough@taylorengeering.com](mailto:jscarborough@taylorengeering.com) with any questions.

Sincerely,

Jerry Scarborough, P.E.  
Senior Advisor

Attachments (4)

**PROFESSIONAL CONSTRUCTION ADMINISTRATION SERVICES  
DREDGED MATERIAL MANAGEMENT AREA DU-9 EXPANSION  
ST. JOHNS COUNTY, FLORIDA**

The Florida Inland Navigation District (FIND) requested that Taylor Engineering, Inc. provide construction administration and certification services for construction of the Dredged Material Management Area (DMMA) DU-9 expansion. Located in St. Johns County, Florida, the ±180-acre DMMA DU-9 lies ±0.5-mile west of the Intracoastal Waterway (ICWW), ±1.5 miles south of the Duval/St. Johns County line, and within an extensive private landholding known as Dee Dot Ranch. The DU-9 basin expansion, combined with the full capacity of the existing northern cell, provides for a material storage capacity of approximately 1.1 million cubic-yards. The major categories of construction work include, but are not limited to, the following:

1. Clearing and grubbing the work and access areas
2. Removing the bentonite slurry wall within the expansion footprint
3. Constructing an earthen dike and associated underdrain system
4. Constructing a perimeter road adjacent to the dike
5. Establishing grass cover
6. Renovating the timber walkway and discharge pipeline outfall

Taylor Engineering has developed its scope of work based on the following assumptions:

1. The project construction phase will extend from approximately March 2017 through May 2018.
  - a. The total contract time — inclusive of the 180-day grassing establishment period — will approach 450 calendar days (15 months).
    - i. During the major earthwork and undrain installation, Taylor Engineering will perform field observations five days a week with an observer located on site approximately four to six hours each observation day. Observation hours will occur throughout the week, and may include weekend days as necessary. We anticipate that these activities will require eight months (240 days) to complete and have budgeted accordingly.
    - ii. Outside of the major construction items described above, Taylor Engineering will perform field observations on average one to two days per week with an observer located on site approximately two to four hours each observation day. Observation hours will occur throughout the work week. We anticipate that these activities will require 30 days (1 month) to complete and have budgeted accordingly.
    - iii. During the 180-day (6 month) grassing establishment period, Taylor Engineering will conduct a preliminary, up to three interim, and a final evaluation (up to five total site visits) to determine the overall success of the grass.
2. We will sub-contract AMEC Foster Wheeler, Inc. (AMEC) to perform limited construction engineering and verification testing services during construction.
3. We will sub-contract Environmental Services, Inc. (ESI) to identify and relocate gopher tortoises located within the construction boundary.
4. Project construction will neither result in any substantial deviations from the project drawings and specifications nor violate permit conditions.

If any of these assumptions prove incorrect, Taylor Engineering will work with FIND to develop appropriate modifications to this scope of work and cost.

## **TASK 1 GOPHER TORTOISE SURVEY AND ON-SITE RELOCATION**

The Florida Fish and Wildlife Conservation Commission (FWC) issued the Florida Inland Navigation District (FIND) a Gopher Tortoise Incidental Take Permit (No. STJ-24) for Dredged Material Management Area (DMMA) DU-9 on November 28, 2000. This permit does not expire and allows for the taking of gopher tortoise individuals, eggs, and burrows as a result of construction. However, based on previous conversations, FIND does not want to adversely affect the DU-9 gopher tortoise population and will exercise Permit Condition No. 5 which allows for burrow excavation and on-site tortoise relocation. Taylor Engineering has teamed with Environmental Services, Inc. (ESI) to provide these services. ESI, a Jacksonville-based firm, has extensive experience relocating gopher tortoises and, having worked on the site previously for Taylor Engineering and FIND, is familiar with the DU-9 property. All gopher tortoise survey and relocation services will be performed by FWC-authorized gopher tortoise agents.

ESI will survey all suitable gopher tortoise habitat within the ±65-acre construction area. ESI will mark each burrow in the field and record the horizontal location using a global positioning system. ESI has allocated a maximum of three (3) days to complete the survey at a cost of \$2,200 per day. ESI will only bill for the actual time needed to complete the survey.

Upon completion of the survey, ESI will excavate all identified gopher tortoise burrows and relocate all gopher tortoises found during the excavation to suitable habitat within the DU-9 property. Based on initial review of the habitat conditions, ESI has allocated time and budget to excavate up to 25 burrows with an estimated burrow excavation rate of eight to ten burrows per day. ESI's daily rate for burrow excavation including staff labor and costs for a backhoe and operator total \$2,600 per day. ESI has allocated a maximum of three (3) days for burrow excavation and tortoise relocation. Should the survey identify a greater number of burrows onsite, ESI will coordinate with Taylor Engineering and submit an additional scope of services and fee proposal to cover the additional gopher tortoise burrow excavation and relocation services. The gopher tortoise relocation will occur coincident with installation of the silt fence by the construction contractor.

## **TASK 2 PRE-CONSTRUCTION COORDINATION**

This task includes the following sub-tasks:

- Prepare for and conduct a pre-construction meeting
- Review and approve contractor pre-construction submittals
- Make recommendations to FIND for issuance of a Notice to Proceed
- Prepare for and conduct an on-site coordination meeting

Taylor Engineering staff will conduct a pre-construction meeting with the contractor. The pre-construction meeting will serve to describe the project and answer contractor's questions concerning any technical aspects of the work. In addition, Taylor Engineering 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 pre-construction meeting discussions and distribute them to FIND and the contractor. We assume the pre-construction meeting will occur at Taylor Engineering's Jacksonville office. This meeting will occur after the Notice of Award and shortly before or immediately after the Notice to Proceed.

Taylor Engineering will issue the Notice to Proceed to the contractor. We will also conduct a coordination meeting after the pre-construction meeting and before the start of construction. We will

review contractor pre-construction submittals to prepare a coordination meeting agenda. The submittal review may include schedule of values, list of subcontractors, signature authority, construction schedule, submittal register, environmental protection plan, and quality control plan. This meeting's purpose is to achieve a mutual understanding with the contractor of required quality control; to review submitted draft plans and resolve issues of concern; to discuss project drawings and specifications, schedule, and documentation; and to establish a good working relationship between the contractor's quality control staff and Taylor Engineering's representatives.

### **TASK 3 CONSTRUCTION ADMINISTRATION**

This task includes the following sub-tasks:

- Review up to 60 shop drawings and submittals
- Observe construction activities
- Prepare general site visit report following each site visit
- Conduct verification testing
- Schedule and prepare for 30 on-site progress meetings occurring every two weeks
- Schedule and prepare for up to four additional coordination meetings
- Prepare up to two work change directives
- Prepare up to six change order directives
- Review and approve up to 15 monthly pay applications

We will help FIND administer the construction contract from our office in Jacksonville and 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. We will remain available through construction to provide advice and consultation to FIND through site visits and teleconference. In that role, we will address questions pertaining to engineering, design, and permitting issues, and any proposed changes to project design.

During the major earthwork and underdrain installation, we will provide on-site observation services five days a week with an experienced observer on site between four and six hours each observation day. We anticipate that these activities will occur during the middle months of the construction project and extend approximately 8 months (240 days) in total. Outside of the major construction activities described above, Taylor Engineering will perform field observations on average one to two days per week with an observer on site approximately two to four hours each observation day. We anticipate this reduced observation schedule will occur at the beginning and end of the construction project and extend a total of 1 month (30 days).

Our visits will include observation of the work and general monitoring of the contractor's means, methods, and sequence. We will observe the contractor's activities to evaluate whether they are within general conformance with the project contract, drawings, specifications, and environmental permits. As part of the observation process, each day we are on site, we will complete a daily construction 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, summary of events, and the contractor's representative and observer's signature. These reports will constitute a daily log of construction progress.

Construction observation will evaluate the contractor's work to

- Prepare the dike foundation in accordance with the drawings and specifications
- Maintain dike material quality and compaction requirements
- Construct the dike drains in accordance with the drawings and specifications
- Construct the dike and associated earthwork features (roads, ditches, and stormwater features) in accordance with the drawings and specifications
- Maintain a current construction schedule
- Provide submittals on time and in proper format
- Protect environmental resources
- Follow quality control procedures to produce a product that meets contract requirements
- Remove waste and debris from the project site
- Establish grass in the work areas

In addition to ongoing observations, Taylor Engineering's senior engineers (the Engineer of Record or project manager) will also make a minimum of 30 visits to the project site to attend bi-weekly progress meetings and ascertain whether work is progressing in general conformance with permit conditions, drawings, and specifications. These meetings will also serve to address questions pertaining to engineering, design, and permitting issues; proposed changes to the project design; and any conflicts. Attendees will include representatives from the construction contractor and its subconsultants, and Taylor Engineering. The progress meeting agenda will generally include review of minutes of previous meetings, work progress since the previous meeting, current definable features of work (i.e., construction schedule, submittal register, reviewing testing, changes to construction schedule, contract quality for materials and workmanship, pending modifications, changes and substitutions), and other business, as appropriate. Additionally, if unexpected problems arise outside of these meetings, we will attend a maximum of two problem resolution meetings on site and two meetings via teleconference. As part of the 180-day grassing establishment period, Taylor Engineering will conduct a preliminary, up to three interim, and a final evaluation (up to five total site visits) to determine the overall success of the grass.

For quality assurance and at Taylor Engineering's direction, our local geotechnical construction testing services subconsultant, AMEC, will collect and provide verification testing of earthwork (modified proctor, in-place density, grain-size, organic material) samples.

Throughout the observation process, we will notify FIND of any permit violations, work stoppages, or conflicts, and recommend to FIND ways to resolve these issues. Taylor Engineering is not responsible for jobsite safety and will not direct the contractor's means, methods, and sequence. Taylor Engineer's Senior Advisor will provide senior management review and quality control/quality assurance oversight.

#### **TASK 4 PROJECT CLOSE-OUT AND CERTIFICATION**

This task includes the following sub-tasks:

- Develop preliminary and final punch lists
- Certify substantial completion of the project
- Review final pay application
- Review contractor release of lien
- Conduct final review/acceptance of field data
- Certify final completion of the project to appropriate regulatory agencies



Once FIND receives from the contractor a request to certify the project substantially complete, Taylor Engineering will visit the project site to determine the degree of completion. If we cannot certify substantial completion, we will develop preliminary and final punch lists of items for the contractor to complete or correct. With concurrence from FIND, we will transmit this list to the contractor. Upon resolution of punch list 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.

- Final waiver and release of lien from contractor
- Final pay application
- Post-construction record drawings
- Post-construction/as-built survey

We will help FIND coordinate permit-related submittals during and post-construction. Following completion of the project, we will prepare and submit a statement of completion and a certification in accordance with permit requirements. Taylor Engineering will prepare a DVD of the construction project records for submittal to FIND at project completion.

**ESTIMATED SCHEDULE**

TASK		MONTHS FROM NOTICE TO PROCEED																		
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
1	Gopher Tortoise Survey and On-Site Relocation																			
2	Pre-Construction Coordination																			
3	Construction Administration																			
4	Project Close-out and Certification																			

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

**P2017-005: PROFESSIONAL CONSTRUCTION ADMINISTRATION SERVICES FOR DREDGED  
MATERIAL MANAGEMENT AREA DU-9; ST. JOHNS COUNTY, FLORIDA**

**TASK 1: Gopher Tortoise Survey and On-Site Relocation**

<i>Labor</i>	Hours	Cost	Task Totals
Director	2.0	346.00	
Senior Professional	4.0	608.00	
Project GIS Specialist	0.0	-	
Administrative	2.0	108.00	
<b>Total Man-Hours</b>	<b>8.0</b>		
<b>Labor Cost</b>			<b>1,062.00</b>
<i>Non-Labor</i>	Units	Cost	
Environmental Services, Inc.	1.0	14,400.00	
Fee @ 10.0%		1,440.00	
<b>Total Non-Labor Cost</b>			<b>15,840.00</b>
<b>Total Task 1</b>			<b>16,902.00</b>

**TASK 2: Pre-Construction Coordination**

<i>Labor</i>	Hours	Cost	Task Totals
Senior Advisor	2.0	386.00	
Director	30.0	5,190.00	
Senior Professional	12.0	1,824.00	
Staff Professional	44.0	4,136.00	
Senior CAD Designer	12.0	1,428.00	
Project GIS Specialist	0.0	-	
Administrative	11.0	594.00	
<b>Total Man-Hours</b>	<b>111.0</b>		
<b>Labor Cost</b>			<b>13,558.00</b>
<i>Non-Labor</i>	Units	Cost	
Coordination Meeting - Mileage	30.0	16.20	
Fee @ 10.0%		1.62	
<b>Total Non-Labor Cost</b>			<b>17.82</b>
<b>Total Task 2</b>			<b>13,575.82</b>

**TASK 3: Construction Administration**

<i>Labor</i>	Hours	Cost	Task Totals
Senior Advisor	30.0	5,790.00	
Director	356.0	61,588.00	
Senior Professional	12.0	1,824.00	
Staff Professional	994.0	93,436.00	
Senior CAD Designer	60.0	7,140.00	
Project GIS Specialist	0.0	-	

**P2017-005: PROFESSIONAL CONSTRUCTION ADMINISTRATION SERVICES FOR DREDGED  
MATERIAL MANAGEMENT AREA DU-9; ST. JOHNS COUNTY, FLORIDA**

Administrative	144.0	7,776.00	
Total Man-Hours	1,596.0		
Labor Cost			177,554.00
<i>Non-Labor</i>			
	Units	Cost	
Observe and Report Construction Activities - Mileage	4,800.0	2,592.00	
Observe and Report Construction Activities - Per Diem	160.0	1,600.00	
Mobilization/Demobilization phase - Mileage	240.0	129.60	
Grassing Establishment Period - Mileage	150.0	81.00	
Bi-Monthly Progress Meetings (30) - Mileage	900.0	486.00	
Coordination Meetings (4) - Mileage	120.0	64.80	
Construction Materials Testing (AMEC)	1.0	28,702.00	
Non-Labor Cost		33,655.40	
Fee @ 10.0%		3,365.54	
Total Non-Labor Cost			37,020.94
<i>Total Task 3</i>			<b>\$ 214,574.94</b>

**TASK 4: Project Closeout and Certification**

<i>Labor</i>	Hours	Cost	Task Totals
Senior Advisor	3.0	579.00	
Director	34.0	5,882.00	
Senior Professional	2.0	304.00	
Staff Professional	42.0	3,948.00	
Senior CAD Designer	12.0	1,428.00	
Project GIS Specialist	0.0	-	
Administrative	5.0	270.00	
Total Man-Hours	98.0		
Labor Cost			12,411.00
<i>Non-Labor</i>			
	Units	Cost	
Preliminary Walk-Through - Mileage	30.0	16.20	
Final Walk-Through - Mileage	30.0	16.20	
Non-Labor Cost		32.40	
Fee @ 10.0%		3.24	
Total Non-Labor Cost			35.64
<i>Total Task 4</i>			<b>\$ 12,446.64</b>

**Project Total \$ 257,499.40**



### Construction Materials Testing Rate Sheet

<b>Date:</b> 1/16/2017					
<b>Job Name:</b> Area DU-9 Expansion			<b>PROPOSAL #:</b> PROP17JAXV, Task 009		
<b>Client Name:</b> Taylor Engineering, Inc			<b>PROJECT #:</b>		
<b>Per Hour :</b> <input type="checkbox"/> x		<b>Per Test:</b> <input type="checkbox"/>			
<b>Unit Code</b> <b>Expenses / Test</b> <b>Standard Rate</b> <b>Qty</b> <b>Override Rate</b> <b>Total</b>					
<b>Travel Per Mile</b>					
	Mileage (Round Trip Miles)	\$0.65			
<b>Trip Charge</b>					
<b>UAT30</b>	Trip Charge	\$35.00	87		\$3,045.00
<b>Technician-Field Testing Per Hour</b>					
<b>UICG5H</b>	Engineering Technician for Concrete and Density Testing	\$48.00	242		\$11,616.00
	CMT Supervisor for on site Meetings	\$100.00	55		\$5,500.00
	Staff Engineer	\$85.00	15		\$1,275.00
	Administrative Assistant	\$45.00	31		\$1,395.00
<b>UISQ8H</b>	Standby-Time, per hour	\$48.00			
<b>Soils - Field Testing - Each</b>					
<b>UIDG9E</b>	Density Test - Sand Cone (Min 3)	\$25.00			
<b>UIDG8E</b>	Density Test - Nuclear/Shelby Tube (Min 3 per trip)	\$20.00			\$0.00
<b>UINK4E</b>	Nuclear Gauge Asphalt Density Testing (Min 3 per trip)	\$20.00			\$0.00
<b>Soils - Drilling per feet</b>					
<b>UIAD6F</b>	Auger Borings, per LF	\$8.00			
<b>Pile Installation</b>					
	Engineering Technician for Pile Installation Monitoring, Estimate 1 Days	\$65.00	0		\$0.00
<b>Soils - Lab Test - Each</b>					
<b>UQLL4E</b>	Limerock Bearing Ratio (LBR), Each	\$245.00			
<b>UQCA5E</b>	Standard Proctor	\$100.00	5		\$500.00
<b>UQCA1E</b>	Modified Proctor	\$100.00	5		\$500.00
<b>UQPO9E</b>	Soil Sieve Analysis, Wash # 200	\$45.00	45		\$2,025.00
<b>UQCX2E</b>	Organic Content	\$35.00	20		\$700.00
	Bulk Density of Fine or Coarse Aggregate	\$55.00	25		\$1,375.00
<b>UM010</b>	Sieve Analysis Coarse Aggregate	\$45.00	15		\$675.00
<b>Soils - Lab Test Per Hour</b>					
<b>UIEH4H</b>	Proctor Sample Pick-up, per hour	\$45.00			\$0.00
<b>Concrete / Asphalt - Lab Test Each</b>					
<b>UQCC7E</b>	Concrete Sampling - Cylinders, Cubes, Prisms (temp, slump, mold, 4 cylinders)	\$55.00			
<b>UQCC5E</b>	Additional Concrete Cylinders	\$5.00			
	Cylinder Pick-up	\$45.00			
<b>UQCB7E</b>	Compressive Strength of Motar or Grout Cubes	\$10.00			
<b>UQCB7E</b>	Compressive Strength of Grout Prisms	\$10.00			
<b>UQCB1E</b>	Compressive Strength Test - Cylinders, Cubes, Prisms	\$12.00	8		\$96.00
<b>UQCC4E</b>	Concrete Sampling - Cylinders, Cubes, Prisms (temp, slump, mold, 4 cylinders, pick-up & test)	\$175.00			
	Additional Concrete Slump Test	\$5.00			
	Concrete Unit Weight Test	\$5.00			
	Concrete Air Content Test (Volumetric / Pressure)	\$5.00			
	Concrete Beams (temp, slump, air, mold, 2 / 4 beams)	\$75.00			
	Flexural Strength of Concrete Beams	\$33.00			
<b>UQCB3E</b>	Compressive Strength Concrete Cores	\$25.00			
	Bulk Specific Gravity / Density of Asphalt Core	\$25.00			

\$28,702.00

ENVIRONMENTAL SERVICES, INC.  
7220 Financial Way, Suite 100  
Jacksonville, FL 32256

Phone 904-470-2200 \* Fax 904-470-2112

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www.environmentalservicesinc.com

20 January 2017

Mr. Christopher B. Ellis  
Taylor Engineering, Inc.  
10151 Deerwood Park Blvd, Bldg. 300, Suite 300  
Jacksonville, Florida 32256

**RE: FIND Site DU-9 GT Survey/Relocation (EJ17012.00)  
St. Johns County, Florida**

Dear Mr. Ellis:

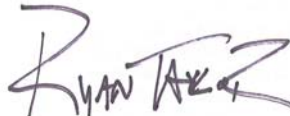
Thank you for contacting Environmental Services, Inc. (ESI). Pursuant to our recent conversation, ESI is pleased to enclose the attached proposal. Please note under our Terms section at the end of the proposal that, as the client, you assure ESI that we have permission to work on the property being evaluated and that you will advise us regarding the proper procedures for accessing the property.

If the attached meets your requirements, please approve by signing and returning the enclosed document to us by mail to the address above, by fax (904-470-2112) or via email ([rtaylor@esinc.cc](mailto:rtaylor@esinc.cc)). We are prepared to proceed upon receipt of the signed contract. We look forward to working with you.

Please contact me should you have any questions. Thank you for selecting ESI to assist with your environmental consulting needs.

Sincerely yours,

ENVIRONMENTAL SERVICES, INC.



Ryan Taylor  
Senior Manager

RRT/enc/EJ17012.00.pro  
S:pf012017f

ENVIRONMENTAL SERVICES, INC.

**PROPOSAL FOR SERVICES  
ESI PROJECT NO. EJ17012.00**

The following Contract for Services is an agreement between Environmental Services, Inc., (ESI) and Taylor Engineering, Inc., (Client) with the terms specified herein. Client agrees that the company/individual signing this agreement has the ability to compensate ESI for the work described herein whether or not the proposed project materializes. ESI agrees to perform the following tasks for the associated fee.

**Project Name:** FIND Site DU-9 GT Survey/Relocation  
**Project Location:** St. Johns County, Florida

**SCOPE OF SERVICES****FEE****Task 1.** GT Survey

**\$2,200.00/day**  
**Not to exceed**  
**\$6,600.00**

ESI will survey the proposed ±65 acre FIND DU-9 expansion area to determine the current density of any gopher tortoise burrows that are present. Each burrow will be permanently marked in the field using flagging tape and further located using GPS. Each survey day will cover approximately 20 acres, resulting in a potential total of 3 days to survey the entire area. Portions of the area do not appear to be desirable habitat; therefore, the full ±65 acres may not need to be surveyed. Therefore, ESI will bill on a daily basis until all desirable habitat has been successfully surveyed. The maximum survey time would be three days to survey the entire site.

**Task 2.** On-site GT Relocation

**\$2,600.00/day**  
**Not to exceed**  
**\$7,800.00**

Upon completion of the survey, ESI will excavate any gopher tortoise burrows and, should any tortoises be found, will relocate them on-site within the FIND site DU-9 project boundary. This task will assume a total of 10 burrows to be excavated each day. The number of days required to successfully excavate all burrows will be better defined once the survey is complete. Based on initial review of habitat conditions, ESI estimates approximately 20-25 burrows will be present. Should this number increase, ESI will coordinate with the client to determine the best course of action.

This cost also includes ESI providing a backhoe and operator on a daily basis while conducting the excavation of the gopher tortoise burrows.

Additional services not specifically addressed herein will be invoiced on a time and materials basis at standard ESI hourly rates. We will provide you with a written proposal for these tasks if, or when, they become necessary. We are prepared to proceed upon receipt of the signed contract.

ESI is committed to providing quality service to our clients. Every project is reviewed by a senior technical manager to ensure that the work has been performed in compliance with our goal of providing superior service and solutions to our clients.

## ENVIRONMENTAL SERVICES, INC.

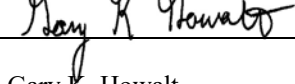
**Project Name:** FIND Site DU-9 GT Survey/Relocation (EJ17012.00)  
**Project Location:** St. Johns County, Florida

Task 1:	GT Survey	Fee:	\$2,200.00/day Not to exceed \$6,600.00
Task 2:	On-site GT Relocation	Fee:	\$2,600.00/day Not to exceed \$7,800.00

**TERMS:**

- ESI will complete the work described above in a timely manner unless delayed by Client's request, lack of information, or intervening factors beyond our control.
- Client assures ESI that it has permission to work on the subject property and will advise ESI of proper procedures for accessing subject property.
- **ESI will maintain a minimum \$1,000,000 errors and omissions (professional liability) insurance; \$1,000,000 per occurrence and \$2,000,000 aggregate general liability insurance for the duration of the project. If any additional insurance requirements are necessary, please return the specifications with the signed proposal. They will become a part of this contract as agreed by both parties.**
- Outside services and expenses such as subcontractors and special purchases will be invoiced with a handling fee of 15 percent.
- **A retainer of \$0.00 is required; the retainer will be subtracted from the last invoice and is required by ESI to initiate work.**
- Client will provide ESI with any special billing formats or considerations with the signed contract.
- Billing is done monthly. **Payment is due immediately upon receipt of the invoice;** after 30 days the Client agrees to pay 1.5 percent late fee per month or portion thereof on unpaid balances. Unpaid balances after 60 days from the date of the invoice may result in work stoppage until overdue accounts are resolved.
- Failure to pay within 60 days from the date of invoice will be considered by ESI to be a breach of contract, and ESI may cease work and withhold all work product immediately without penalty from the Client.
- Client agrees that this contract is an agreement between Client and ESI. Payment is due from Client at the time services are performed. Payment shall not be contingent upon regulatory action or upon resolution of any legal matter that ESI is not a party to. If ESI is being contracted to complete work which Client will use in a legal dispute, Client agrees to pay ESI in a timely manner without regard to the current standing of that legal dispute. ESI fees may not be incorporated into real estate closings without prior written consent from ESI.
- This agreement shall be governed by the laws of the State of Florida, United States. Any lawsuit, proceeding or action arising out of or relating to this agreement must be brought in any court of competent jurisdiction located within Duval County, Jacksonville, Florida. Each of the parties irrevocably submits and consents to the exclusive jurisdiction of such court in any such lawsuit, proceeding or action, and waives any defense or objection it may now or hereafter have to personal jurisdiction, venue, or inconvenient forum. . ESI rates change on March 1 of each year.
- **This proposal is valid for a period of 60 days following the date of issuance.**

**TERMS ACCEPTED:****ENVIRONMENTAL SERVICES, INC.**

SIGNATURE:	_____	SIGNATURE:	<u></u>
NAME:	_____	NAME:	<u>Gary K. Howalt</u>
FIRM:	_____	FIRM:	<u>Environmental Services, Inc.</u>
TITLE:	_____	TITLE:	<u>Principal</u>
DATE:	_____	DATE:	<u>20 January 2017</u>

BILLING ADDRESS AND CONTACT IF DIFFERENT FROM ABOVE:

\_\_\_\_\_

\_\_\_\_\_





## ENVIRONMENTAL SERVICES, INC.

**ENVIRONMENTAL SERVICES, INC.  
SCHEDULE OF LABOR AND EXPENSE RATES**

<u>POSITION</u>	<u>RATE</u>	<u>EXPENSE</u>	<u>CHARGE</u>
<b><u>Technical</u></b>		<b><u>Additional Services</u></b>	
Assistant Scientist	\$40.00/Hour	GIS/CAD Usage	\$30.00/Hour
Environmental Technician	\$50.00/Hour	Global Positioning System	\$50.00/Day
Project Scientist	\$60.00/Hour	ATV Usage	\$50.00/Day
Senior Scientist	\$75.00/Hour	Boat Usage	\$100.00/Day
Senior Geologist	\$120.00/Hour	Local Courier Service	\$13.00/Delivery
Project Archaeologist	\$45.00/Hour	Outside Graphics	Cost + 15%
Senior Archaeologist	\$60.00/Hour	All Subcontracted Services	Cost + 15%
Historic Resource Specialist	\$80.00/Hour	<b><u>Travel</u></b>	
Sustainability Specialist	\$100.00/Hour	Vehicle Mileage Rate	\$0.535/Mile
Project Forester	\$90.00/Hour	Travel Expenses	Cost
Senior Forester	\$105.00/Hour	<b><u>Copies</u></b>	
Project Manager	\$100.00/Hour	Photocopy Per Page	\$0.15
Senior Manager	\$110.00/Hour	Color Copy Per Page	\$1.50 8 ½ x 11
Forest Biometrician	\$115.00/Hour		\$2.50 8 ½ x 14
SR Forest Biometrician	\$145.00/Hour		\$3.00 11 x 17
VP/Technical Director	\$145.00/Hour	Full Size Copy Per Page	\$2.00 24 x 36
SR VP/Technical Director	\$160.00/Hour		or 36 x 48 b/w
SR VP II/Technical Director	\$180.00/Hour		\$20.00 24 x 36
Principal	\$200.00/Hour		or 36 x 48 color
<b><u>Administrative</u></b>		Blueprints or Xerox Per Page	\$2.50
Receptionist	\$35.00/Hour	Aerial Photography	\$50 0 - 15 acres
Administrative Assistant	\$50.00/Hour		\$100 16 - 50 acres
Exec. Admin Assistant	\$70.00/Hour		\$200 51 - 100 acres
<b><u>Graphics</u></b>			\$300 101 - 999 acres
GIS/CAD Technician	\$60.00/Hour		\$500 1000+ acres
GIS/CAD Analyst	\$80.00/Hour		
GIS/CAD Manager	\$105.00/Hour		
GIS/CAD Senior Manager	\$110.00/Hour		

## DEPARTMENT OF PARKS, RECREATION AND COMMUNITY SERVICES



January 23, 2017

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

SUBJECT: Project Agreement Extension  
Waterway Master Plan, Duval County (ICW-DU-15-01)

Dear Ms. Zimmerman,

As the Project Liaison, I am requesting an extension for the aforementioned project. The Waterway Master Plan for Duval County has been under development since the summer of 2015 and is currently on track to be completed by August 2017. I am requesting a one-year extension since this is beyond the expiration date of June 30, 2017 on the project agreement.

Our consultants have been making good progress on the plan which is reflected in our quarterly status reports and we are confident that the final product will be a valuable resource and guide for developing sustainable usage of the ICW, St. Johns River and its tributaries.

Thank you for your consideration and let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. P. Burket", with a long horizontal flourish extending to the right.

Brian Burket  
Natural Resource Recreation Specialist



February 7, 2017

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

RE: Change Order Summary; Intracoastal Waterway Deepening Project; Broward County, Florida

Mr. Crosley:

Per your request, Taylor Engineering provides the following change order summary for the Intracoastal Waterway (ICWW) Deepening project in Broward County, Florida. Clarification regarding Change Order No. 9 (approved February 1, 2017) and No. 10 (pending) follow below.

The Engineer-approved surveys for Acceptance Sections No. 1 through No. 14 total 179,368 cubic yards (cy). Based on Section 35 20 23.13, Paragraph 1.3K of the Project Specifications, *the total volume of trucks calculated shall be no more than 5% of the volume difference calculated by the Engineer-approved pre- and post-bathymetric surveys*; therefore, the total maximum allowable increase in volume for Bid Item No. 0009 Dewatered Dredged Material Off-Site Transport amounts to 188,336 cy. Due to Port Everglades decline of the on-site use of the material and subsequent elimination of Bid Item No. 0010 Dewatered Dredged Material On-Site Transport, the original bid quantity of 36,000 cy is reassigned to Bid Item No. 0009. Due to the unit cost difference between Bid Item No. 0009 (\$42.70/cy) and Bid Item No. 0010 (\$2.00/cy), the net contract increase amounts to \$1,484,116.10. Since the calculated value of the cumulated Change Orders No. 1 – 9 exceeds the 10% threshold of the initially authorized contract (required FIND Board approval), the total increase in Bid Item No. 0009 for Change Order No. 9 was limited to that amount (165,000 cy) trucked off-site by January 31, 2017. Change Order No. 10 reflects the final total amount of 188,336 cy.

DESCRIPTION	DESCRIPTION	CONTRACT AMOUNT	DATE
Base Amount	--	\$16,923,550.00	--
Alternate Bid (A1)	STA 100+50 - 105+00	\$200,000.00	9/26/2016
Change Order No. 1	Additional Utility Info	\$0.00	1/11/2016
Change Order No. 2	Haul Road	\$175,306.00	2/23/2016
Change Order No. 3	Haul Road add. Mtl.	\$6,794.00	4/2/2016
Change Order No. 4	A/S 11A	\$0.00	8/15/2016
Change Order No. 5	17th Street Piles	\$36,948.00	9/12/2016
Change Order No. 6	Channel Wideners	\$489,366.00	10/28/2016
Change Order No. 7	A/S 3A & 8A	\$0.00	11/1/2016
Change Order No. 8	Hydraulic Dredging	\$203,106.00	12/7/2016
Change Order No. 9	Bid Item No. 0009	\$487,668.90	2/1/2017
<b>Contract Total</b>	<b>Change Order No. 1 - 9</b>	<b>\$18,522,738.90</b>	
Change Order No. 10	Bid Item No. 0009_Addition	996,447.20	Pending
<b>Contract Total</b>	<b>Change Order No 1 - 10</b>	<b>\$19,519,186.10</b>	

Please contact me at 904-731-7040 or [jscarborough@taylorengeering.com](mailto:jscarborough@taylorengeering.com) with any questions.

Sincerely,

Jerry Scarborough, P.E.  
 Senior Advisor

## SECTION 00 94 63

## CHANGE ORDER

**Change Order No. 10****Date:** February 3, 2017**Agreement Date:** January 30, 2017**Project Name:** Intracoastal Waterway Deepening; Broward County, Florida**Owner:** Florida Inland Navigation District**Contractor:** Cashman Dredging and Marine Contracting Company, LLC**The following changes are hereby made to the Contract Documents:**

Bid Item No. 0009 is **increased** FROM 165,000 cubic yards (adjusted in Change Order No. 9) TO 188,336 cubic yards.

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**Justification:**

The approved Acceptance Surveys for Acceptance Sections No. 1 through No. 14 total 179,368 cubic yards. Based on Section 35 20 23.13, Paragraph 1.3.K, the total volume of trucks calculated shall be no more than 5% of the volume difference as calculated by the Engineer-approved pre-and post-bathymetric surveys; therefore, the total maximum allowable increase in volume for Bid Item No. 0009 amounts to 188,336 cubic yards. However, since the calculated value of the cumulated Change Orders No. 1 – 9 exceeded the 10% threshold of the initially authorized contract (requiring FIND Board approval); the total increase in Bid Item No. 0009 was limited to that amount (165,000 cubic yards) for Change Order No. 0009. Thus, Change Order No. 10 increases Bid Item No. 0009 to the total maximum allowable of 188,336 cubic yards (or an increase of 23,336 cubic yards). Additional compensation is based on the Contract unit costs for Bid Item No. 0009 Dewatered Dredged Material Off-Site Transport (\$42.70/cy). Therefore, a total maximum unit cost **increase** for Bid Item No. 0009 (23,336 cy x \$42.70/cy) is \$996,447.20. Attachment A contains the original Contractor request. Table 1 summarizes Change Orders No. 1 – 10.

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DESCRIPTION	DESCRIPTION	CONTRACT AMOUNT	DATE
Base Amount	--	\$16,923,550.00	--
Alternate Bid (A1)	STA 100+50 - 105+00	\$200,000.00	9/26/2016
Change Order No. 1	Additional Utility Info	\$0.00	1/11/2016
Change Order No. 2	Haul Road	\$175,306.00	2/23/2016
Change Order No. 3	Haul Road add. Mtl.	\$6,794.00	4/2/2016
Change Order No. 4	A/S 11A	\$0.00	8/15/2016
Change Order No. 5	17th Street Piles	\$36,948.00	9/12/2016
Change Order No. 6	Channel Wideners	\$489,366.00	10/28/2016
Change Order No. 7	A/S 3A & 8A	\$0.00	11/1/2016
Change Order No. 8	Hydraulic Dredging	\$203,106.00	12/7/2016
Change Order No. 9	Bid Item No. 0009	\$487,668.90	2/1/2017

DESCRIPTION	DESCRIPTION	CONTRACT AMOUNT	DATE
<b>Contract Total</b>	<b>Change Order No. 1 - 9</b>	<b>\$18,522,738.90</b>	
<i>Change Order No. 10</i>	<i>Bid Item No. 0009 Addition</i>	<i>996,447.20</i>	<i>PENDING</i>
<b>Contract Total</b>	<b>Change Order No 1 - 10</b>	<b>\$19,519,186.10</b>	

**Change in Contract Price:**

Original Contract Price: \$ 16,923,550.00

Alternate Bid Item (NTP issued 9/26/2016): \$ 200,000.00

Current Contract Price adjusted by previous Change Order: \$ 18,522,738.90

The Contract Price due to this Change Order will be ~~(Increased)~~ ~~(Decreased)~~ by: \$ 996,447.20

The new Contract Price including this Change Order will be: \$ 19,519,186.10

**Change in Contract Time:**

Original Completion Date: 730 calendar days from NTP

Current completion date adjusted by previous Change Order: Not Applicable

The Contract time due to this Change Order will be ~~(Increased)~~ ~~(Decreased)~~ by the indicated number of calendar days: Not Applicable

The new Contract Time including this Change Order will be: 730 calendar days from NTP

**Recommended By:** \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Ordered By:** \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved By:** \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Accepted By:** \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

**--End of Section--**



Cashman Dredging and Marine  
Contracting Co., LLC  
Phone: (617) 890-0600  
Fax: (617) 890-0606  
549 South Street  
Quincy, MA 02269  
Email: [info@jaycashman.com](mailto:info@jaycashman.com)

January 16, 2017

Attn: Lori S. Brownell – Taylor Engineering, Inc.

Sent via Email

Reference: **Florida Inland Navigation District (FIND)  
Intracoastal Waterway Deepening Project  
Broward County, FL  
Request for Increase to Payment Item 0009 – Dewatered Dredged Material Off-site Transport**

Dear Mrs. Brownell:

The approved Acceptance Surveys for Acceptance Sections 1 through 14 have a total of 179,368 payable cubic yards dredged and unloaded at the DMMA. During the December 20<sup>th</sup> Project progress meeting, Cashman Dredging and Marine Contracting, LLC (Cashman) notified Taylor Engineering and FIND that the balance of the dredge material at the DMMA has been committed to various locations for off-site transport and placement; subsequently requiring an increase in volume for Payment Item 0009 – Dewatered Dredged Material Off-site Disposal. Taylor Engineering requested that a letter from Cashman be issued to enact the change.

Please accept this letter as Cashman's formal request that Payment Item 0009 be increased by 36,443 cubic yards; from 151,893 cubic yards to 188,336 cubic yards. The 188,336 cubic yards represents the 179,368 payable cubic yards plus the 5% allowable increase in accordance with the Contract. In addition, Payment Item 0010 should be decreased from 36,000 cubic yards to zero cubic yards.

Please note, this request does not include the potential payable volume of 2,382 cubic yards that remains in the FP&L corridor of Acceptance Area 11. If FIND elects to include the potential payable cubic yards as part of this request, an additional increase of 2,501 cubic yards should be included, resulting in a total increase of 38,944 cubic yards.

Please contact me at 508-353-5202 should you have any questions regarding this request.

Best regards,

A handwritten signature in blue ink, appearing to read "Steve Tobin".

Stephen Tobin  
Vice President  
Cashman Dredging and Marine Contracting Company, LLC

# FLORIDA INLAND NAVIGATION DISTRICT



February 6, 2017

To: Fence Project Bidders  
 From: Mark M. Tamblyn, Field Projects Coordinator  
 Subject: MSA-726 Fence Project

## COMMISSIONERS

DONALD J. CUOZZO  
 CHAIR  
 MARTIN COUNTY

JON NETTS  
 VICE-CHAIR  
 FLAGLER COUNTY

SUSANNE McCABE  
 TREASURER  
 VOLUSIA COUNTY

DON DONALDSON  
 SECRETARY  
 ST. LUCIE COUNTY

J. CARL BLOW  
 ST. JOHNS COUNTY

E. TYLER CHAPPELL  
 BROWARD COUNTY

T. SPENCER CROWLEY, III  
 MIAMI-DADE COUNTY

VACANT POSITION  
 INDIAN RIVER COUNTY

CHARLES C. ISIMINGER  
 PALM BEACH COUNTY

MICHAEL O'STEEN  
 DUVAL COUNTY

JERRY H. SANSOM  
 BREVARD COUNTY

LYNN A. WILLIAMS  
 NASSAU COUNTY

MARK T. CROSLEY  
 EXECUTIVE DIRECTOR

JANET ZIMMERMAN  
 ASSISTANT EXECUTIVE  
 DIRECTOR

Enclosed are the bid documents for the referenced project. **Bids are due in the District office no later than 2:00 pm on FEBRUARY 16, 2017.** A bid will consist of the completed bid submittal form CONSISTING OF A "CHAIN LINK" BID AND "MAJESTIC STYLE" 3 RAIL CONFIGURATION FENCE BID. Bids may be Emailed to, [mtamblyn@aicw.org](mailto:mtamblyn@aicw.org), mailed or hand delivered to FIND 1314 Marcinski Rd. Jupiter, FL 33477.

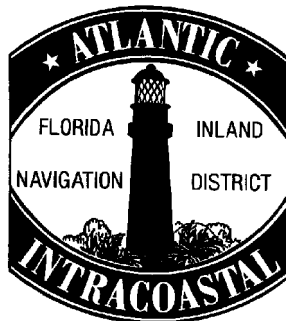
There will be one award of this contract to the lowest qualified bidder, however, the District reserves the right to not award a contract based on its discretion. The District also reserves the right to expand or reduce the scope of work of this contract upon negotiation with contractor.

Please contact me should you have any questions concerning this matter.





**FLORIDA INLAND NAVIGATION DISTRICT**  
MSA-726 FENCING PROJECT  
BID PACKAGE  
FEBRUARY 6, 2017



SCOPE OF WORK  
MSA-726 SITE RE-FENCING PROJECT  
February 6, 2017

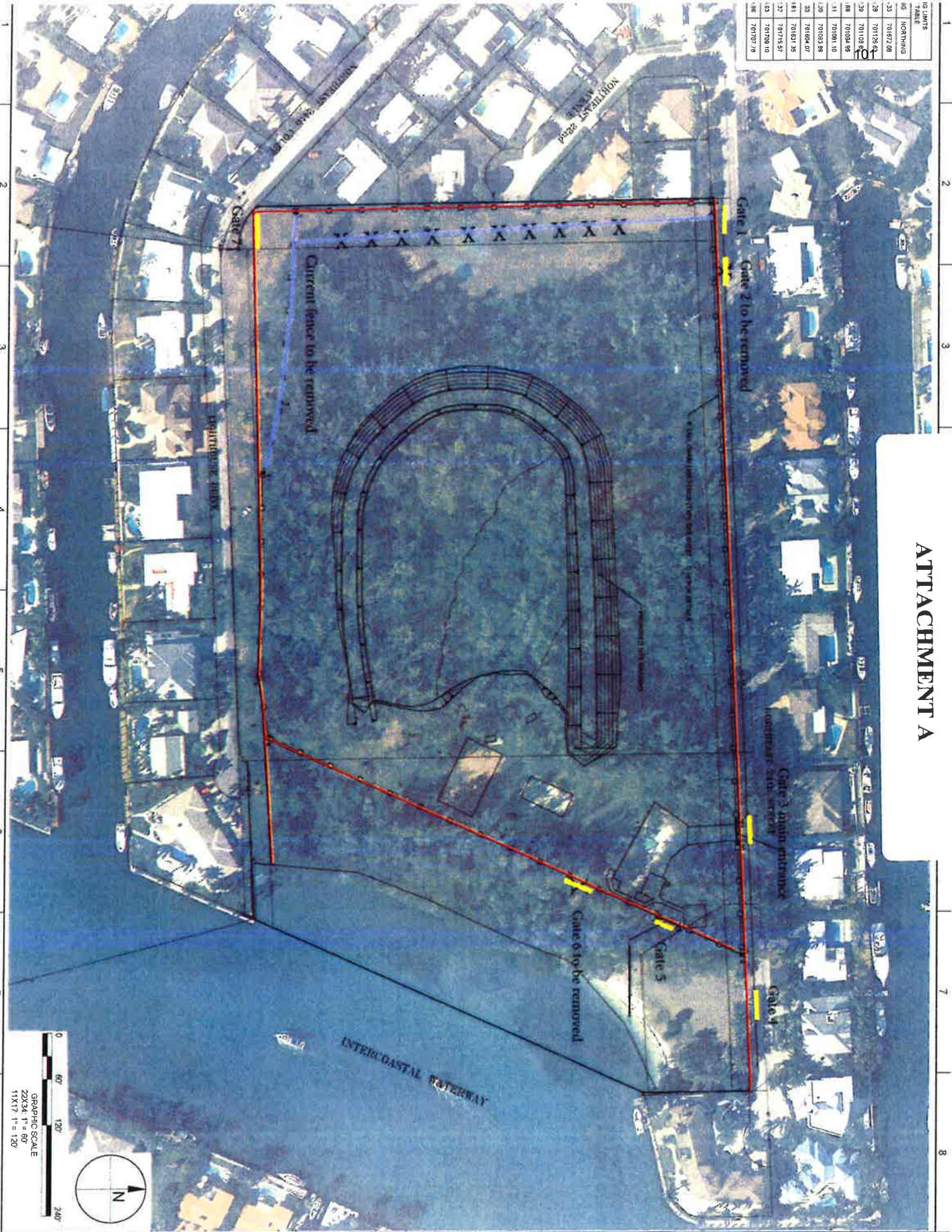
Dredge Material Management Area (DMMA's) MSA-726, is located in the City of Pompano Beach in Broward County. The Florida Inland Navigation District manages dredged materials from the Atlantic Intracoastal Waterway on this site. The specific locations of this site is referenced in Attachment A.

The contractor will demo and remove the existing chain link fence which is on the property. He or she will then erect approximately 3200 linear feet of either "Chain Link" or "Majestic Style" 3-rail configuration commercial ornamental picket fence on the property. Included in the fence construction will be five (5) gates, four (4) will be swing gates one (1) will be a cantilever gate. The bid should be valid for a period of sixty (60) days in order for it to be approved by the District's Board of Commissioners.

Attachment A, will provide specific locations for gates, the existing fence and the new location of the proposed fence. The District has just completed an exotic eradication / revegetation project, and this will be the final step toward revitalizing this DMMA site.

# ATTACHMENT A

IG LIMITS	TABULAR
40	NORTHING
33	701672.00
29	701725.84
39	701103.80
88	701034.95
11	701081.10
29	701023.88
33	701604.07
88	701621.35
32	701715.57
33	701729.10
48	701727.76



**TAYLOR ENG**  
 1015 OBER  
 BLDG 3  
 JACKSONVILLE  
 1155 PALM BEACH  
 WEST PALM BEACH  
 FL 33411  
 (407) 781-1111

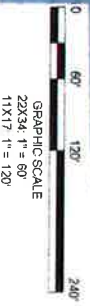
JOHN F. ADAMS, P.E.  
 PROJECT TITLE

MSA-726  
 LAND  
 BROWARD CO

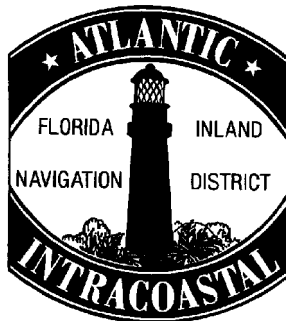
SUNSHINE S  
 SUNSHINE #1  
 BECD  
 1-307

PROJECT NO.	DATE	BY	CHECKED	REVIEWED	SCALE

DRAWING TITLE  
 FENC







**SITE MSA-726 POMPANO BEACH FLORIDA**

**“CHAIN LINK” - FENCE SPECIFICATIONS**

**ATTACHMENT B**

**SECTION 1.0 Chain-Link Fence**

FS RR-F-191/1C, and detailed specifications forming the various parts thereto.

**SECTION 1.1 Vinyl Coated Fabric**

ASTM F 668, Chain link fence fabric shall be No. 9 gauge galvanized steel wire with a continuously bonded black vinyl coating, and shall comply with ASTM F 668. The fabric height shall be 8 feet 0 inches. The mesh shall be vertically woven diamond mesh with a nominal distance of 2 inches between parallel wires. The top and bottom selvages shall be knuckled.

**SECTION 1.2 Gates**

ASTM F 900, Gates shall be the type and swing as shown. Gate frames shall be constructed of Class 1 steel pipe, size SP2, as specified in ASTM F 900. Gates shall be bonded with a black vinyl coating to be exposure-resistant to common mineral acids, sea water, salts, and alkali. Gate fabric shall be extended sufficiently above the top member on the fence. Gates shall be additionally braced with a diagonal truss rod and horizontal brace. Gate fabric shall be attached to the gate frame by method standard with the manufacturer except that welding will not be permitted. Latches, hinges, stops, keepers, rollers, and other hardware items shall be furnished as required for the operation of the gate. Latches shall be arranged for padlocking so that padlock will be accessible from both sides of the gate regardless of the latching arrangement.

**SECTION 1.3 Posts**

ASTM F 1083, Post shall be hot dip zinc-coated (galvanized) with a minimum of 1.8 ounces of zinc per square foot of surface. Class 1, schedule 40 steel pipes; or steel H-section may be used for line posts in lieu of line post shapes specified for the other classes. All posts shall be bonded with a black vinyl coating to be exposure-resistant to common mineral acids, sea water, salts, and alkali. Line posts shall be 2.375-inch outside diameter, and the same class throughout the fence. Terminal (corner, gate, and pull) posts selected shall be 2.875-inch outside diameter, and the same class throughout the fence. Gate post shall be 6.625-inch outside diameter and installed at gate locations subject to the specification in ASTM F 900.

**SECTION 1.4 Braces**

ASTM F 626, Braces shall be zinc-coated; Class 1, steel pipe, 1.660-inch outside diameter, and the same size should be used throughout the fence project. The braces shall be bonded with black vinyl coating to be exposure-resistant to common mineral acids, sea water, salts, and alkali.

**SECTION 1.5 Accessories**

ASTM F 626, all ferrous accessories shall be zinc-coated, and shall be bonded with black vinyl coating to be exposure-resistant to common mineral acids, sea water, salts, and alkali. Truss rods shall be furnished for each terminal post. Truss rods shall be provided with turnbuckles or other equivalent provisions for adjustment. Tension bars shall be no less 3/16-inch x 3/4-inch in cross section and shall have a minimum of length 2-inches shorter than the fabric height. Ties shall be a minimum of 9 inches long, and be used to fasten fabric to line post, at no greater than 12 inches apart.

**SECTION 1.6 Concrete**

ASTM C 94, using 3/4-inch maximum-size aggregate, and having minimum compressive strength of 2500 psi at 28 days. Grout shall consist of one part Portland cement to three parts clean, well-graded sand and the minimum amount of water to produce a workable mix.

**SECTION 1.7 Padlocks**

FS-FF-P-110J, The District will provide the Contractor with combination padlocks for the gates to be constructed on the parcel.

**SECTION 1.8 GENERAL**

Fence shall be installed around the property boundary line shown on the plans. The fence line shall not be cleared wider than 10 feet, 1 foot on the outside of the fence and 9 feet on the inside of the fence. Line posts shall be spaced equidistant at intervals not exceeding 10 feet. Terminal (corner, gate, and pull) posts shall be set at abrupt changes on vertical and horizontal alignment. Fabric shall be continuous between terminal posts; however, runs between terminal posts shall not exceed 500 feet.

**SECTION 1.9 POSTS**

Posts shall be set plumb and in alignment. Posts shall be set in concrete to the depth of 36 inches. Concrete and grout shall be thoroughly consolidated around each post so as to be free of voids and finished to form a dome. Concrete and grout shall be allowed to cure for 72 hours prior to attachment of any item to the posts.

**SECTION 2.0 BRACES AND TRUSS RODS**

Braces and truss rods shall be installed as required and in conformance with the standard practice for the fence furnished. Braces and truss rods shall extend from terminal posts to line posts. Diagonal braces shall form an angle of approximately 40 to 50 degrees with the horizontal.

### **SECTION 2.1 TENSION WIRES**

Tension wires shall be installed along the top and bottom of the fence line and attached to the terminal posts of each stretch of the fence. Tension wire shall be pulled taut and shall be free of sag.

### **SECTION 2.2 PVC COATED CHAIN-LINK FABRIC**

8 foot Chain-link fabric shall be installed on the side of the post indicated. Fabric shall be attached to terminal posts with stretcher bars and tension bands. Fabric shall be pulled taut to provide a smooth uniform appearance free from sag. Fabric shall be cut by untwisting and removing pickets.

### **SECTION 2.3 GATES**

The gate shall be installed at the location shown in Attachment A. Hinged gates shall be mounted to swing as indicated. Latches, stops, and keepers shall be installed as required. One large cantilever gate will be installed at the main entrance to the site. A padlock shall be attached to the gate or gate posts with chains to prevent padlock removal.

### **SECTION 2.4 FENCE OFFSETS**

The fence shall be placed one foot inside the property boundary. Property boundary monuments shall not be damaged or removed. Damaged monuments shall be replaced by the Contractor at no cost to the District.

### **SECTION 2.5 ADDITIONAL WORK INCLUDED**

All costs connected with site fencing, including fence line clearing, fence line staking, and boundary surveying shall be included in the contract lump sum bid price.

### **SECTION 2.6 APPLICABLE PUBLICATIONS**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

#### **American Society for Testing and Materials (ASTM).**

ASTM C 94M-03 (2003) Ready-Mixed Concrete

ASTM F 626 (R2003) Fence Fittings

ASTM F 668 (2003) Poly (Vinyl Chloride) (PVC) Coated steel chain link fence fabric.

ASTM F 669 (2003) Strength requirements for metal posts for industrial chain link fence.

ASTM F 900-03 (2003) Industrial and commercial swing gates.

ASTM F 1083 (R2003) Pipe, steel hot-dipped zinc-coated (galvanized) welded for fence structures.

#### **Federal Specifications (FS).**

FS RR-F-191/2 (1990; Rev D) Fencing, Wire and Post; Metal (Chain-Link Fence Gates) (Detail Specification)

FS RR-F-191/3 (1990; Rev D) Fencing, Wire and Post, Metal (Chain-Link Fence Posts, Top Rails and Braces)(Detail Specification)

FS RR-F-191/1C (1990; Rev D) Fencing, Wire and Post, Metal (Chain-Link Fence Accessories Detail Specification)

FS FF-P-110J ( 2002; Rev D) Padlock, Changeable Combination

### **SECTION 2.7 PERMITS**

The Contractor is responsible for obtaining any and all applicable permits required to perform the work outlined in this specification.

### **SECTION 2.8 PROJECT COORDINATOR**

The District's Field Project Coordinator for this agreement will be Mark Tamblyn. He can be contacted at the District office, 1314 Marcinski Road, Jupiter, Fl. 33477, telephone (561)627-3386, FAX (561)624-6480.

### **SECTION 2.9 PROJECT SUPERVISION**

The Contractor shall give the District's Field Project Coordinator prior notice regarding the approximate date and time of the initiation of this project. The Field Project Coordinator will make available personnel to assist in the resolution of questions or problems that may arise.

### **SECTION 3.0 INSURANCE REQUIREMENTS**

The Contractor will be required to provide a minimum of a \$500,000.00 insurance policy covering general liability and workman's compensation coverage with the District as an insured party.

### **SECTION 3.1 BID GUARANTY**

**Bidders are required to provide a bid bond. Each Bid will be accompanied by the District's Bid Bond form.** The Bond shall be written on the Bid Guaranty form provided by the District, with Affidavit for Surety Company attached, in an amount not less than ten percent (10%) of the amount of the Bid. **Alternate Bond forms will not be accepted. Failure to provide the District's Bond forms may deem the Bid non-responsive.**

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

- a. not withdrawing said Bid within sixty (60) days after date of opening of the same;
- b. entering into a written contract with the District, in accordance with the Bid as accepted;
- c. providing evidence of insurance in the manner specified by the District:

Any securities that may be received will be returned to all Bidders, with the exception of the two lowest Bidders, within thirty (30) calendar days after opening of the Bids. Bid bonds will not be returned to the Bidder, unless specifically requested by Bidder. Any certified check of the two lowest bidders will be returned to them promptly after the District and the successful Bidder have executed the Contract for the work. Failure of the District to execute the contract within sixty (60) days after the date of the Bid opening shall initiate release of the Bid Bond, certified check,

cashier's check, treasurer's check or bank draft of the lowest and second lowest Bidders unless mutually agreed otherwise.

### **SECTION 3.2 FENCING MATERIAL INVOICES**

The Contractor shall provide the District with copies of all invoices for materials to be used on said fencing project. Notice to commence work shall not be granted until material invoices have been reviewed and verified by the District to comply with the Districts' Fence Material specifications.

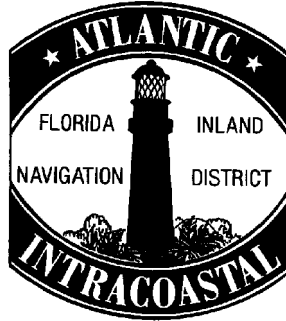
### **SECTION 3.3 FENCING MATERIAL TESTING**

After the contractor initiates the fence project, the District will collect samples of all fence materials and they will be tested by a certified testing facility to ensure compliance with the project specifications. Upon notification by the District of material deficiencies, the Contractor will stop work. The Contractor will be required to pay for any material testing which does not comply with the District's specifications. Work shall not re-initiate prior to the execution of a Project Contract Agreement Amendment to correct any deficiencies and a notice to proceed has been issued by the District.

### **SECTION 3.4 CONTRACTOR PROJECT INVOLVEMENT**

The District requires the Contractor to perform with his own employees at least ninety (90) percent, as measured against the project contract amount, of the construction activities of the fence project. Ten (10) percent of the construction can be completed by subcontractors. All subcontractors must be approved by the District prior to their involvement in the fencing project.





**SITE MSA-726 POMPANO BEACH FLORIDA**

**“MAJESTIC STYLE” – 3 RAIL CONFIGURATION COMMERCIAL ORNAMENTAL PICKET FENCE SPECIFICATIONS**

**ATTACHMENT C**

**SECTION 1.0 ORNAMENTAL PICKET FENCE**

detailed specifications forming the various parts thereto.

**SECTION 1.1 ORNAMENTAL PICKETS**

ASTM A-787, Galvanized square steel tubular members manufactured per **ASTM A-787**, having a 45,000 psi yield strength and a G90 zinc coating, 0.90 oz/ft<sup>2</sup> (0.27kg/m<sup>2</sup>). Minimum size pickets 1” (25mm). Pickets spacing 3-15/16” maximum (100mm) face to face. Pickets should be attached to each rail with ¼” industrial drive rivets, size #4. Minimum gauge wall thickness 16 gauge (0.060”) 1.65 mm. Solid pickets will be a minimum of ¾” (19.1mm). Solid pickets will be fasten or welded to the bottom and top rails.

**SECTION 1.2 RAILS**

Rails will consist of a 11 gauge thick galvanized steel “U” channel, with dimensions of 1-1/2” (38mm) x 1-3/8”(35mm) x 1-1/2” (38mm) manufactured per **ASTM A-653 or ASTM A-607** having a 50,000 psi yield strength and G90 zinc coating 0.90 oz/ft<sup>2</sup> (0.27kg/m<sup>2</sup>).

**SECTION 1.3 POSTS**

Galvanized square steel tubular members manufactured per **ASTM A-787** having 45,000 psi yield strength and G90 zinc coating 0.90 oz/ft<sup>2</sup> (0.27kg/m<sup>2</sup>). Post will be zinc coated on the inside and outside. Post coated on the outside and painted on the inside will be unacceptable. Minimum Post size will be 4”, for an 6 foot picket fence based on industry standards.

**SECTION 1.4 SWING GATES**

Swing gates shall consist of frames and ornamental picket infill. The ornamental picket swing gate shall be fabricated using galvanized steel members **ASTM-A-924/A924M**, structural quality steel, 45,000 psi tensile strength, and **ASTM A-653/A-653M** hot-dip galvanized G90 coating. Frame members welded using stainless steel welded to form rigid one-piece unit. Swing gates with 4-8 feet (single leaf) shall utilize 4” square size post. Swing gates with 12-18 (single leaf ) shall utilize 6”

square size posts. Gates shall have a polyester powder coat finish to provide maximum corrosion resistance, 2.5 mil thickness of polyester resin based powder coating will be applied by electrostatic spray process. Then it will be baked for 20 min at 450 degrees F.

### **SECTION 1.5 CANTILEVER GATES**

Cantilever Gates shall consist of gate frames, ornamental picket infill, bracing, top rack /rail, gate hangers, cantilever support (over hang). The slide gate top frame will be fabricated of (2) 2" square aluminum members, **ASTM B-221** alloy and temper 6063-T6, weighing 1.88 lb/ft (2.78 kg /m). Weld members together forming a rigid one-piece frame integral with tiop rack. (no substitution) Provide two truck assemblies for each gate leaf . Bottom rail 2"x 4" aluminum member weighing 1.71 lb/ft (2.54 kg/m). Gates shall have a polyester powder coat finish to provide maximum corrosion resistance, 2.5 mil thickness of polyester resin based powder coating will be applied by electrostatic spray process. Then it will be baked for 20 min at 450 degrees F.

**For gates over 15'-0"** shall require internal uprights 1"x 2" aluminum members welded in gate frames at maximum 6'-2" face to face, subdividing frame into panels. Gates under 15'-0" will have two equal panels

**For gate leafs 25'-32'** weld 2 top track/ rails together forming a dual enclosed track. Provide 2 truck assemblies for each trackand each gate leaf, a total of 4 trucks assemblies. Bottom rail 2"x 4" aluminum member weighing 1.71 lb/ft (2.54 kg/m).

**For gate leafs 33'-40'** fabricate a 24" wide rigid box frame truss. The truss shall consist of dual side frames, constructed similar to standard single leaf gates, separated by square cross members and adiaagonal truss rod bridging. Dual side frames each contain top rack/rail to provide support for truss from both sides. Provide 4 trucks for each track total 8 for each gate leaf. Weld steel plate between top of support posts to maintain truck assemblies in alignment with tracks. Gate leafs that are 25 ft -30ft long require 12'-0" cantilever support (overhang). Gate leafs that are 31ft-32 ft long require 13'-6" of cantilever support (overhang)

### **SECTION 1.6 ORNAMENTAL PICKET INFILL** (cantilever gate)

"U" channel rails formed aluminum, 1-3/8" wide x 1-1/2" deep, 11 guage wall thickness. Punch rails to receive pickets, and welded inside gate frame. Pickets, galvanized steel, 1" square tube to match fence pickets. Attach pickets to "U" rails by 1/4" industrial drive rivets.

### **SECTION 1.7 BRACING**

Provide diagonal adjustable length truss rods, of 3/8" galvanized steel, in each panel of the gate frames to prevent gate sag.

### **SECTION 1.8 TRUCK ASSEMBLIES**

Swivel type, zinc die cast, with 4 sealed lubricant ball bearing rollers 2" in diameter by 9/16" in width, and 2 side rolling wheels to ensure truck alignment in track. Mount trucks on post brackets using 7/8" diameter ball bolts with 1/2" shank.

**SECTION 1.9 GUIDE WHEEL ASSEMBLY**

Each assembly shall consist of two 3" diameter rubber wheels, straddling a bottom horizontal gate rail, allowing adjustment to maintain gate frame plumb and proper alignment. Attach one assembly to each guide post.

**SECTION 2.0 GUIDE POSTS**

Galvanized steel square 4" post weighing 9.59 lb/ft. Provide 1 latch post and 2 support post for single slide gates, and 4 support post for double slide gates.

**SECTION 2.1 CONCRETE**

ASTM C 94, using 3/4-inch maximum-size aggregate, and having minimum compressive strength of 3000 psi at 28 days. Grout shall consist of one part Portland cement to three parts clean, well-graded sand and the minimum amount of water to produce a workable mix.

**SECTION 2.2 PADLOCKS**

The District will provide the Contractor with combination padlocks for the gates to be constructed on the parcel.

**SECTION 2.3 GENERAL**

Fence shall be installed around the property on the red boundary line shown on Attachment A. The existing fence shall be cleared and removed from the property. Line posts shall be spaced equidistant at intervals not exceeding 10 feet. The Bid will be good for a period of sixty (60) days after the bid opening.

**SECTION 2.4 POSTS**

The post shall be 4" square galvanized 12 gauge post. The posts shall be set plumb and in alignment. Posts shall be set in concrete to the depth of 36 inches. Concrete and grout shall be thoroughly consolidated around each post so as to be free of voids and finished to form a dome. Concrete and grout shall be allowed to cure for 72 hours prior to attachment of any item to the posts.

**SECTION 2.5 GATES**

The site will have five (5) gates installed at the yellow locations shown in Attachment A. Four (4) hinged or swing gates. One (1) large cantilever gate will be installed at the main entrance to the site. A padlock shall be attached to the gates or gate posts with chains to prevent padlock removal.

**SECTION 2.6 FENCE OFFSETS**

The fence shall be placed one foot inside the property boundary. Property boundary monuments shall not be damaged or removed. Damaged monuments shall be replaced by the Contractor at no cost to the District

**SECTION 2.7 ADDITIONAL WORK INCLUDED**

All costs connected with site fencing, including fence line clearing, fence line staking, and boundary surveying shall be included in the contract lump sum bid price.

## **SECTION 2.8 APPLICABLE PUBLICATIONS**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

### **American Society for Testing and Materials (ASTM).**

ASTM C 94M-03 Ready-Mixed Concrete  
 ASTM A-787 FENCE PICKETS- FENCE POST& GATE POST  
 ASTM A-653 OR A-607 FENCE RAILS  
 ASTM B86-83Z RAIL ATTACHMENT BRACKETS.  
 ASTM B695 ORNAMENTAL PICKET ACCESSORIES  
 ASTM A-924/A-924M GATE FRAMES (SWING)  
 ASTM A-924 /A-924M GATE POSTS (SWING)  
 ASTM A78 GATE FRAMES (SWING)  
 ASTM B 221 GATE FRAMES (CANTILEVER)

## **SECTION 2.9 PERMITS**

The Contractor is responsible for obtaining any and all applicable permits required to perform the work outlined in this specification.

## **SECTION 3.0 PROJECT COORDINATOR**

The District's Field Project Coordinator for this agreement will be Mark Tamblyn. He can be contacted at the District office, 1314 Marcinski Road, Jupiter, FL. 33477, telephone (561)627-3386, FAX (561) 624-6480.

## **SECTION 3.1 PROJECT SUPERVISION**

The Contractor shall give the District's Field Project Coordinator prior notice regarding the approximate date and time of the initiation of this project. The Field Project Coordinator will make available personnel to assist in the resolution of questions or problems that may arise.

## **SECTION 3.2 INSURANCE REQUIREMENTS**

The Contractor will be required to provide a minimum of a \$500,000.00 insurance policy covering general liability and workman's compensation coverage with the District as an insured party.

## **SECTION 3.3 BID GUARANTY**

**Bidders are required to provide a bid bond. Each Bid will be accompanied by the District's Bid Bond form.** The Bond shall be written on the Bid Guaranty form provided by the District, with Affidavit for Surety Company attached, in an amount not less than ten percent (10%) of the amount of the Bid. **Alternate Bond forms will not be accepted. Failure to provide the District's Bond forms may deem the Bid non-responsive.**

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

- a. not withdrawing said Bid within sixty (60) days after date of opening of the same;
- b. entering into a written contract with the District, in accordance with the Bid as accepted;
- c. providing evidence of insurance in the manner specified by the District:

Any securities that may be received will be returned to all Bidders, with the exception of the two lowest Bidders, within sixty (60) calendar days after opening of the Bids. Bid bonds will not be returned to the Bidder, unless specifically requested by Bidder. Any certified check of the two lowest bidders will be returned to them promptly after the District and the successful Bidder have executed the Contract for the work. Failure of the District to execute the contract within sixty (60) days after the date of the Bid opening shall initiate release of the Bid Bond, certified check, cashier's check, treasurer's check or bank draft of the lowest and second lowest Bidders unless mutually agreed otherwise.

### **SECTION 3.4 FENCING MATERIAL INVOICES**

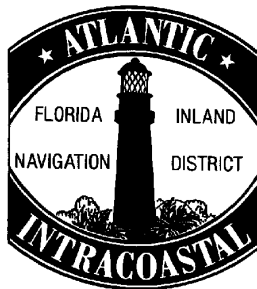
The Contractor shall provide the District with copies of all invoices for materials to be used on said fencing project. Notice to commence work shall not be granted until material invoices have been reviewed and verified by the District to comply with the Districts' Fence Material specifications.

### **SECTION 3.5 FENCING MATERIAL TESTING**

After the contractor initiates the fence project, the District will collect samples of all fence materials and they will be tested by a certified testing facility to ensure compliance with the project specifications. Upon notification by the District of material deficiencies, the Contractor will stop work. The Contractor will be required to pay for any material testing which does not comply with the District's specifications. Work shall not re-initiate prior to the execution of a Project Contract Agreement Amendment to correct any deficiencies and a notice to proceed has been issued by the District.

### **SECTION 3.6 CONTRACTOR PROJECT INVOLVEMENT**

The District requires the Contractor to perform with his own employees at least ninety (90) percent, as measured against the project contract amount, of the construction activities of the fence project. Ten (10) percent of the construction can be completed by subcontractors. All subcontractors must be approved by the District prior to their involvement in the fencing project.



BID BOND

KNOW ALL MEN BY THESE PRESENT, that we \_\_\_\_\_  
as Principal and \_\_\_\_\_, as Surety, are held and firmly  
bound unto Florida Inland Navigation District, in the penal sum of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United  
States, for the payment of which sum, well and truly to be made, we bind ourselves, our  
heirs, executors, administrators, and, successors, jointly and severally, firmly by these  
presents.

THE CONDITIONS OF THE OBLIGATIONS SUCH, that whereas the Principal has  
submitted the accompanying bid, dated \_\_\_\_\_, 2017, for the Contract and  
Specifications for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if the Principal:

1. Does not withdraw said Bid within sixty (60) days after date of opening of the same;  
and
2. Enters into a written contract with the Florida Inland Navigation District, in accordance  
with the Bid as accepted; and
3. Provides evidence of insurance in the manner specified by the Florida Inland  
Navigation District

Or in the event to fully comply with all of the foregoing, if the Principal pays the District  
the difference between the amount specified in said Bid and the amount for which the  
District may procure the required Work and/or supplies if the latter amount be in excess  
of the former, then the above obligations shall be void, and of no effect, otherwise to  
remain in full force and virtue.

DATED ON \_\_\_\_\_, 2017.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Individual Principal

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Business Address

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Authorized Signature/Title

WHEN A PARTNERSHIP:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Partnership Name

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Authorized Signature/Title

WHEN PRINCIPAL IS A CORPORATION:  
ATTEST:

(Corporate Seal)

\_\_\_\_\_  
Corporation

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
Authorized Signature/Title

(cont.)

ATTEST:

(Corporate Seal)

\_\_\_\_\_  
Corporate Surety

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
Authorized Signature/Title

\_\_\_\_\_  
Florida Resident Agent

(Surety shall provide evidence of signature authority, i.e. certified copy of Power of Attorney)

NOTE:

If both the Principal and Surety are Corporations, the respective Corporate Seals should be affixed and attached.



**FLORIDA INLAND NAVIGATION DISTRICT**  
**SITE MSA-726 FENCING PROJECT**

**Bid Submittal Form**

Bids are to be made on a total cost basis with an award made to the low qualified bidder.

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

REFERENCES: (Name, Address, Phone, Contact Person)

1. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PLEASE SUBMIT A BID ON BOTH STYLES OF FENCES:**

**TOTAL PROJECT "CHAIN LINK " BID COST \$ \_\_\_\_\_**

**TOTAL PROJECT "MAJESTIC STYLE " BID COST \$ \_\_\_\_\_**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



# FLORIDA INLAND NAVIGATION DISTRICT

## COMMISSIONERS

January 9, 2017

### **DONALD J. CUOZZO**

**CHAIR**

MARTIN COUNTY

### **JON NETTS**

**VICE-CHAIR**

FLAGLER COUNTY

### **SUSANNE McCABE**

**TREASURER**

VOLUSIA COUNTY

### **DON DONALDSON**

**SECRETARY**

ST. LUCIE COUNTY

### **J. CARL BLOW**

ST. JOHNS COUNTY

### **E. TYLER CHAPPELL**

BROWARD COUNTY

### **T. SPENCER CROWLEY, III**

MIAMI-DADE COUNTY

### **PAUL U. DRITENBAS**

INDIAN RIVER COUNTY

### **CHARLES C. ISIMINGER**

PALM BEACH COUNTY

### **MICHAEL O'STEEN**

DUVAL COUNTY

### **JERRY H. SANSOM**

BREVARD COUNTY

### **LYNN A. WILLIAMS**

NASSAU COUNTY

### **MARK T. CROSLEY**

EXECUTIVE DIRECTOR

### **JANET ZIMMERMAN**

ASSISTANT EXECUTIVE

DIRECTOR

To: Potential Bidders

From: Mark M. Tamblyn, Field Projects Coordinator

Subject: Flagler & Volusia Counties Site Mowing Project.

Enclosed are the bid documents and scope of work for the referenced project. **Bids are due in the District office no later than 3:00 PM on February 9, 2017.** A bid will consist of the completed bid submittal forms. Sealed bids are required in accordance with Section 5.0 of the Project Specification and shall be mailed or hand delivered.

There will be one award of this contract to the lowest qualified bidder, however, the District reserves the right to not award a contract based on its discretion. The District also reserves the right to expand or reduce the scope of work of this contract upon negotiation with contractor.

Please contact me should you have any questions concerning this matter.



SCOPE OF WORK  
FLAGLER & VOLUSIA COUNTIES  
MOWING PROJECT FY-2017-20

January 9, 2017

Dredge Material Management Areas (DMMA's) FL-3, FL-8 and FL-12 are located in Flagler County, and DMMA's V-22 and V-29 are located in Volusia County, Florida. The Florida Inland Navigation District manages dredged materials from the Atlantic Intracoastal Waterway on these sites. The specific locations of these five (5) sites are referenced in Attachments A.

The contractor will mow all designated areas within the five (5) District sites up to four (4) times a year for a period of three (3) years as directed by the District. The contractor will use flat bed mowers for the level planes, and boom mowers for the berms, elevated slopes, perimeter ditches, and other mowable areas on these District sites. Attachments B, figures 1-5 show site locations to be mowed. The estimated area of mowing is in Attachments A, under each site. The contractor will also mow along the fence perimeters, as well as the access to and around District monitoring wells on the sites.

### **SECTION 3.0 PROJECT DESCRIPTION**

Project work will consist of the routine mowing of level grassed areas with conventional high production style mowing equipment and the mowing of sloped areas that will require the use of specialized equipment. Hand labor and small machine mowers may be required to perform the specified work in certain areas or during certain times of the year.

Vegetation to be mowed will consist of all grasses, part grass and part weed growth, or all weed growth within the areas to be mowed. The areas to be mowed consist of a dike, which includes the top, back and front slopes. The dike ramps, the grassed areas around the dike and the perimeter ditching. If the interior of the dike is ponded it will not require mowing.

### **SECTION 3.1 PROJECT DESCRIPTION CONTINUED**

The dike slopes will be mowed with equipment that will not damage the dike or the grasses. These areas will normally require specially designed mowing equipment such as boom mowers. Ditch areas that are saturated with water or too wet for standard mowing equipment will be required to be mowed by hand or specialized mowing equipment. No rutting or damage to the ditches or the dike will be allowed. Damage of this nature will be the contractor's responsibility to repair at no cost to the District. All grasses and vegetation will be cut to a height of six (6") inches maximum.

The sites will be mowed up to four (4) times annually on an as needed basis. The District will determine the mowing schedule. The District reserves the right to expand this contract as additional properties are developed and require mowing or extend the contract for another year.

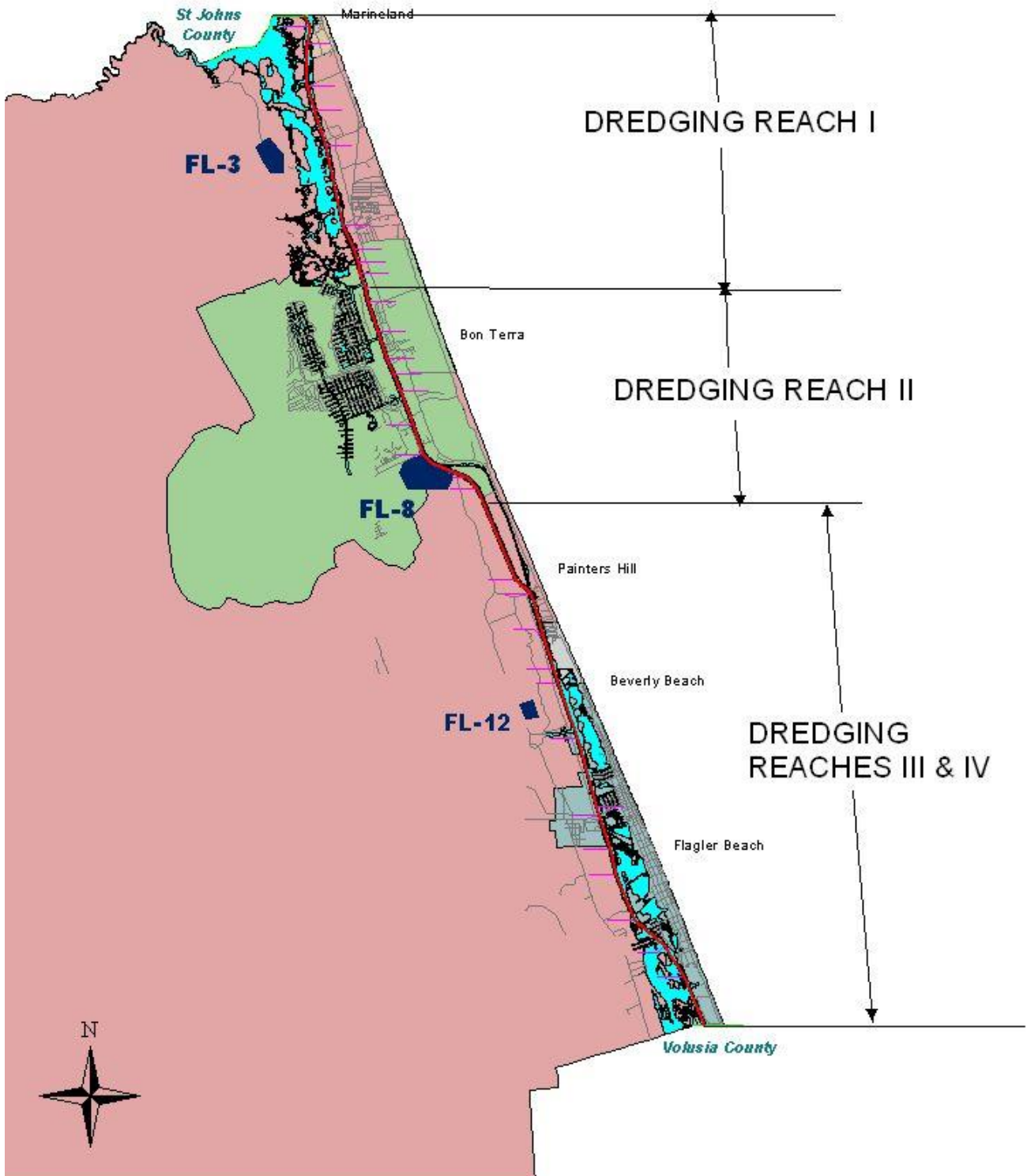
### **SECTION 4.0 EQUIPMENT**

The Contractor will be required to use the minimum of one (1) flat bed mower or bat wing mower for the level surfaces, and one (1) slope or boom mower to mow the surfaces which are on contoured slopes on these Districts sites. The equipment used by the contractor must be in good repair and shall be maintained as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. The Contractor will provide a complete list of the equipment, which will be utilized on these District sites. This list will be provided within the bid pack and should accompany the bid form upon submittal.

### **SECTION 4.1 FUELING**





Fueling on site will be conducted with authorized and approved fueling containers and or equipment to avoid spillage. The fueling activities shall be conducted on level ground and on the most appropriate a hard, road base surface on site. All spills shall be immediately reported to the District. The spill shall be immediately contained, and the impacted soil shall be excavated and placed into an impervious container to be removed from the District property by the Contractor.

# INTRACOASTAL WATERWAY DREDGING REACHED AND DREDGED MATERIAL MANAGEMENT AREAS IN FLAGLER COUNTY











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

# DREDGED MATERIAL MANAGEMENT AREA FL-3

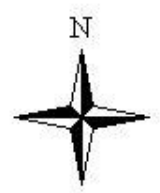




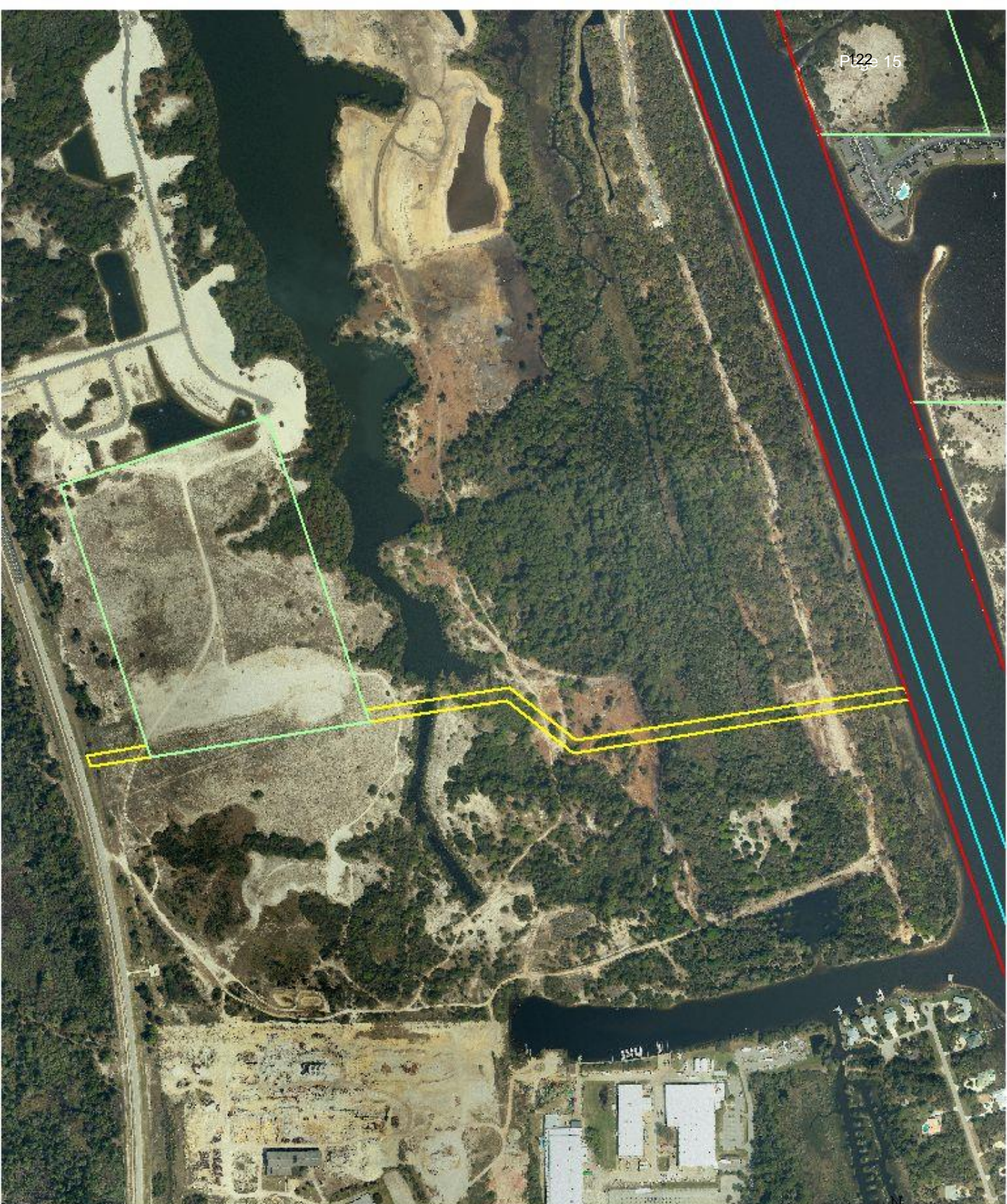






-  Channel
-  ICW Right-of-Way
-  FIND Owned
-  FIND Easement

# DREDGED MATERIAL MANAGEMENT AREA FL-8







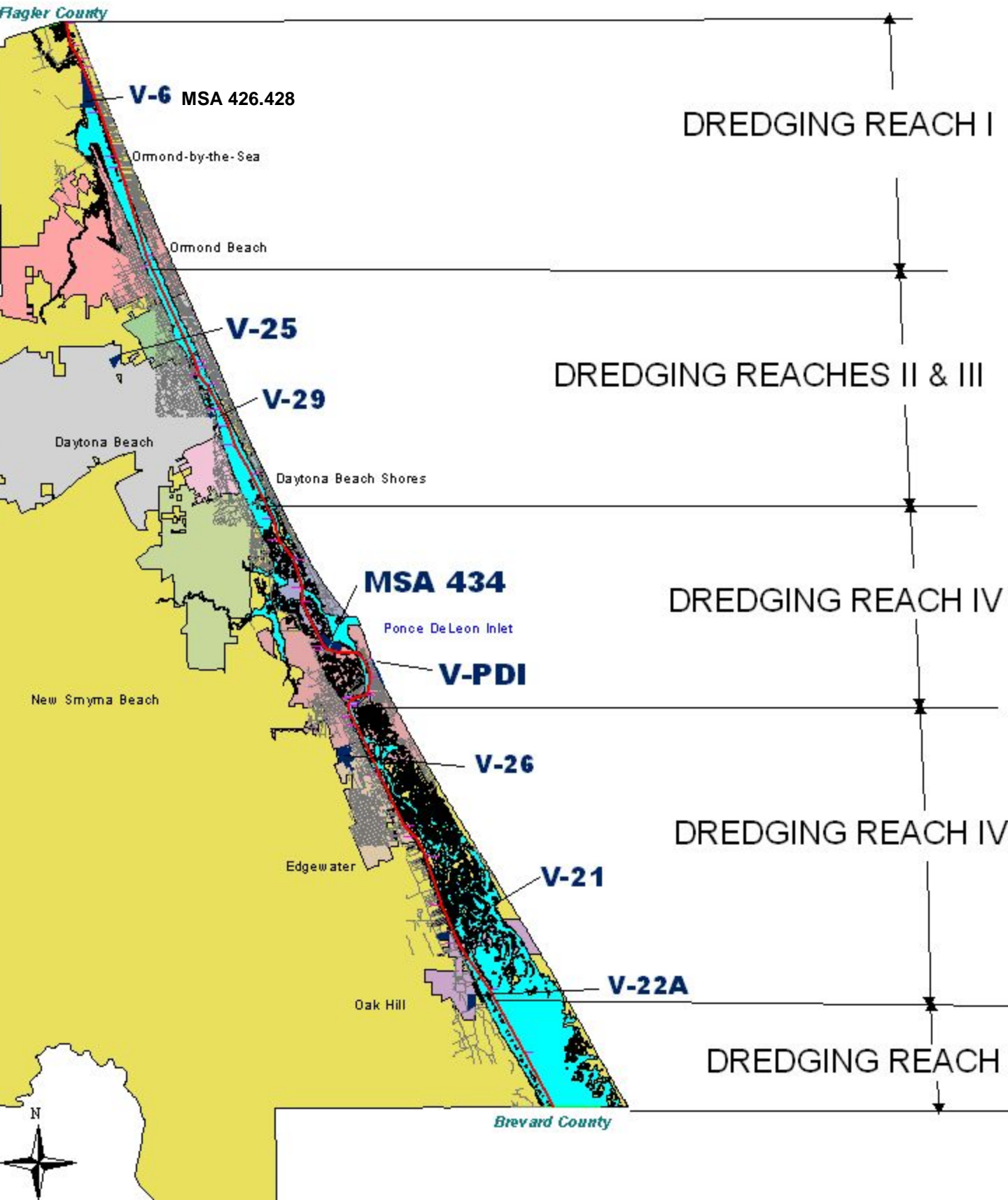
-  Channel
-  ICW Right-of-Way
-  FIND Owned
-  FIND Easement

# DREDGED MATERIAL MANAGEMENT AREA FL-12





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











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

# DMMA V-29







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

# DMMA V-22A





SCOPE OF WORK  
BREVARD COUNTY SITE MOWING PROJECT

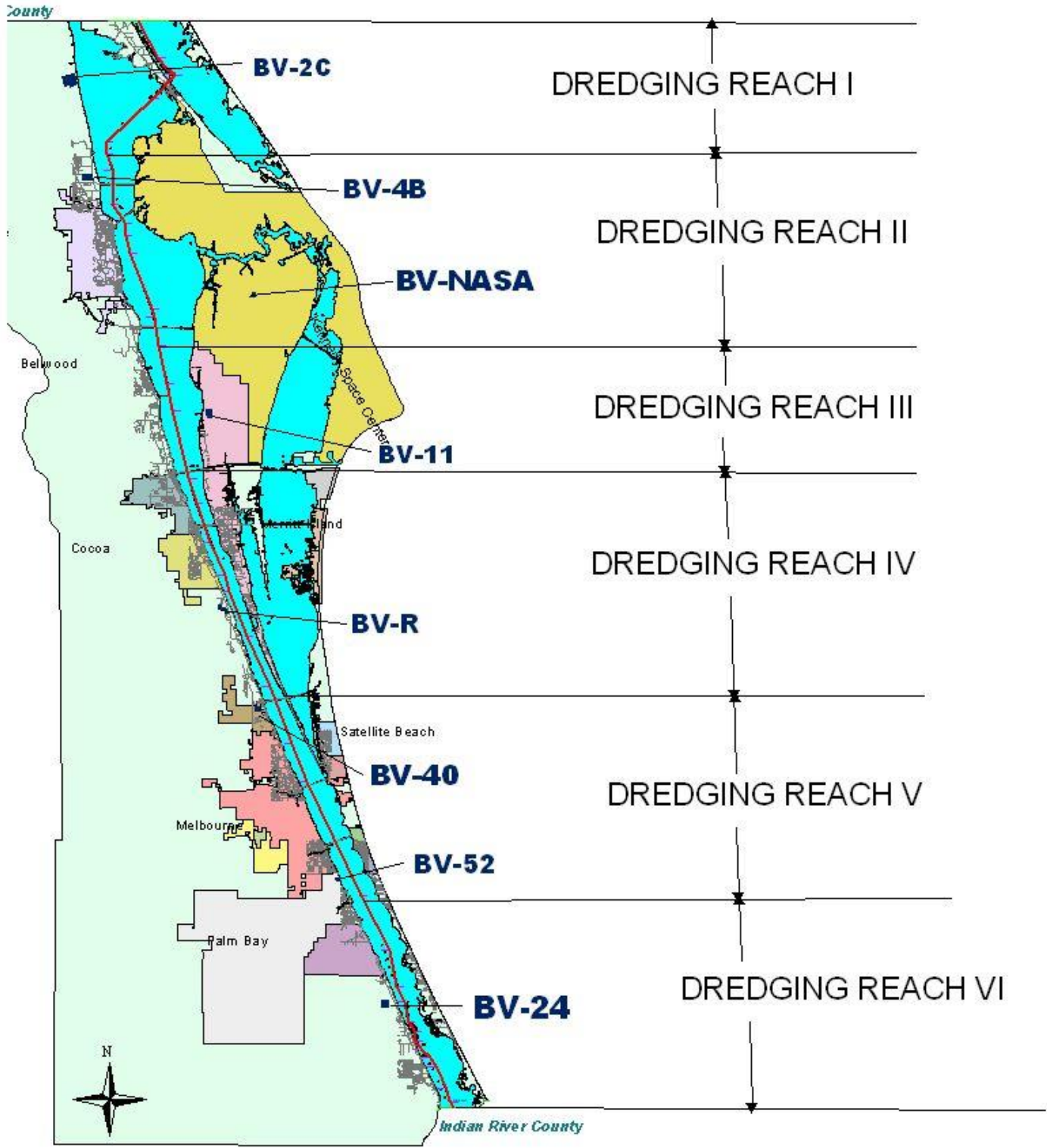
JANUARY 9, 2017

Dredge Material Management Areas (DMMA's) BV-2, BV-4, BV-11, BV-40, BV-52, BV-R & BV-NASA are located in Brevard County Florida. The Florida Inland Navigation District manages dredged materials from the Atlantic Intracoastal Waterway on these sites. The specific locations of the seven (7) sites are referenced in Attachments A.

The contractor will mow the designated grassed areas within the selected seven (7) District sites up to four (4) times a year for a period of three (3) years as directed by the District. The contractor will use flat bed mowers for the level planes, boom mowers for the earthen berms, elevated slopes, perimeter ditches, and other mowable areas on these District sites. Attachments B, Fig. 1-7 show the site locations to be mowed. The estimated area of mowing is in Attachments A, under each site. The contractor will also mow along fence perimeters as well as the access to and around District monitoring wells on the sites.



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







 FIND Easement  
 FIND Owned





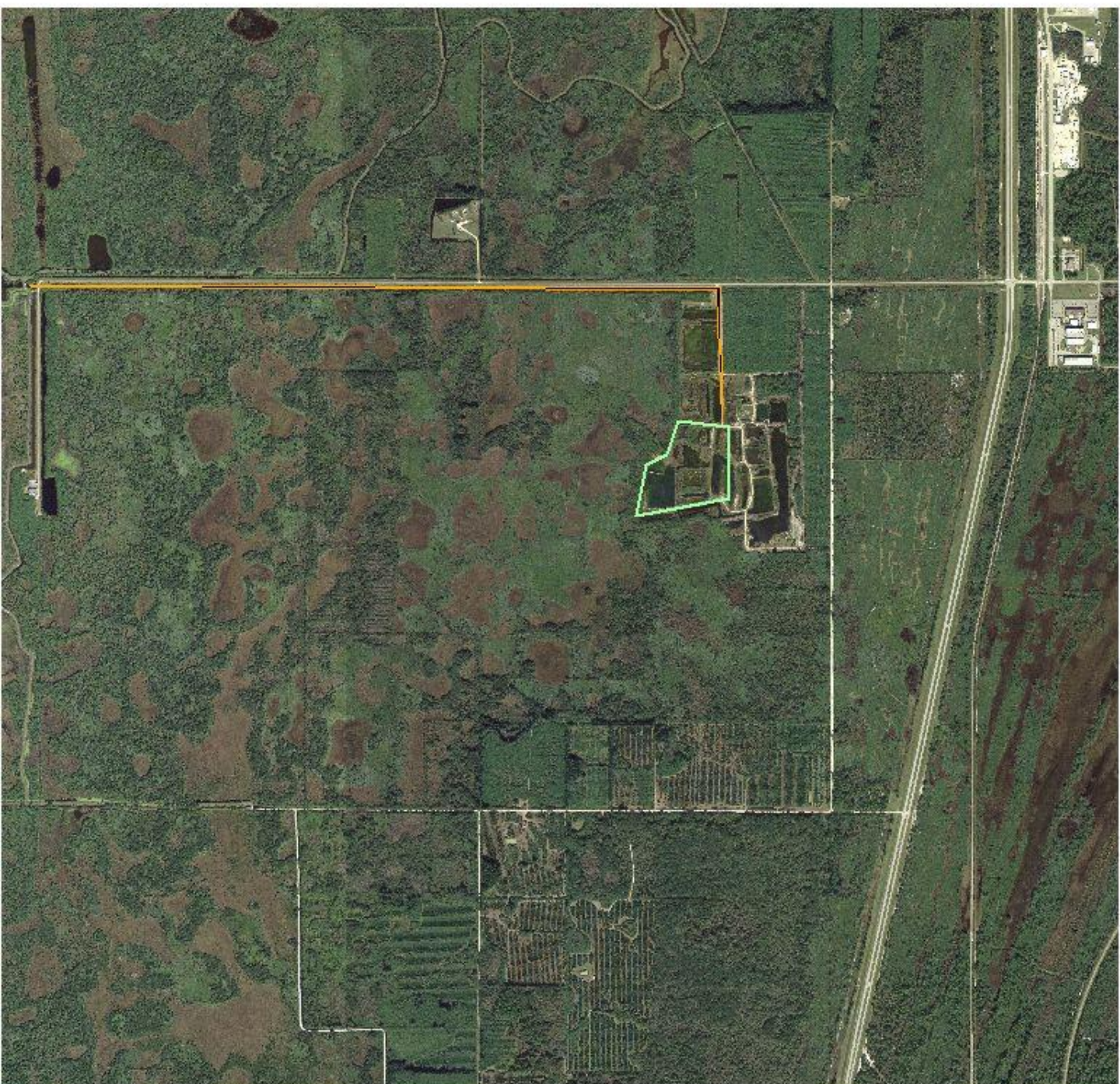


-  FIND Easement
-  FIND Owned





# DMMA BV-NASA




 FIND Easement  
 FIND Owned











-  FIND Easement
-  FIND Owned









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







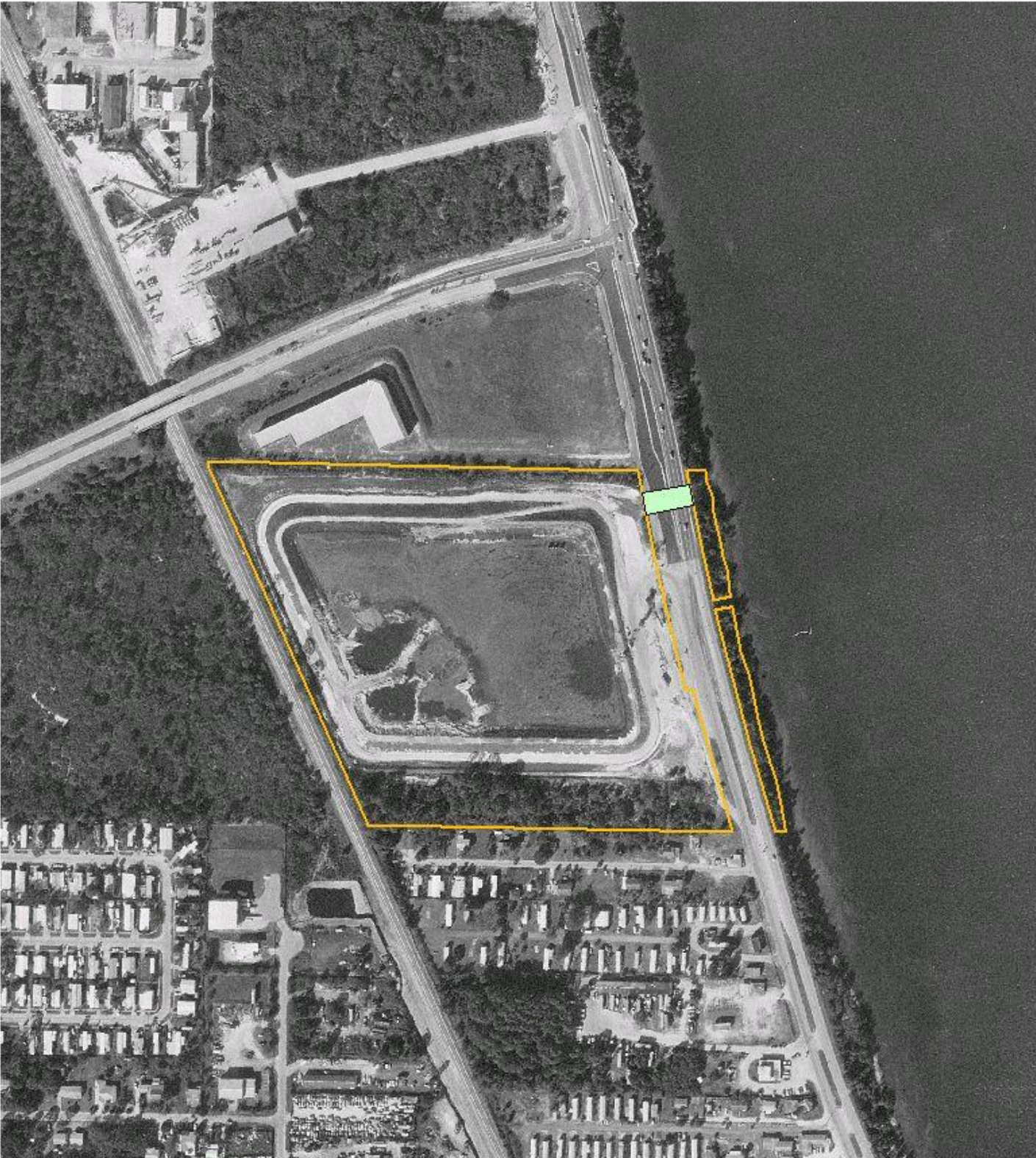
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 FIND Owned





# DMMA BV-40

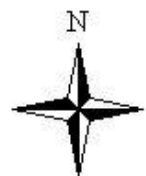




# DMMA BV-52

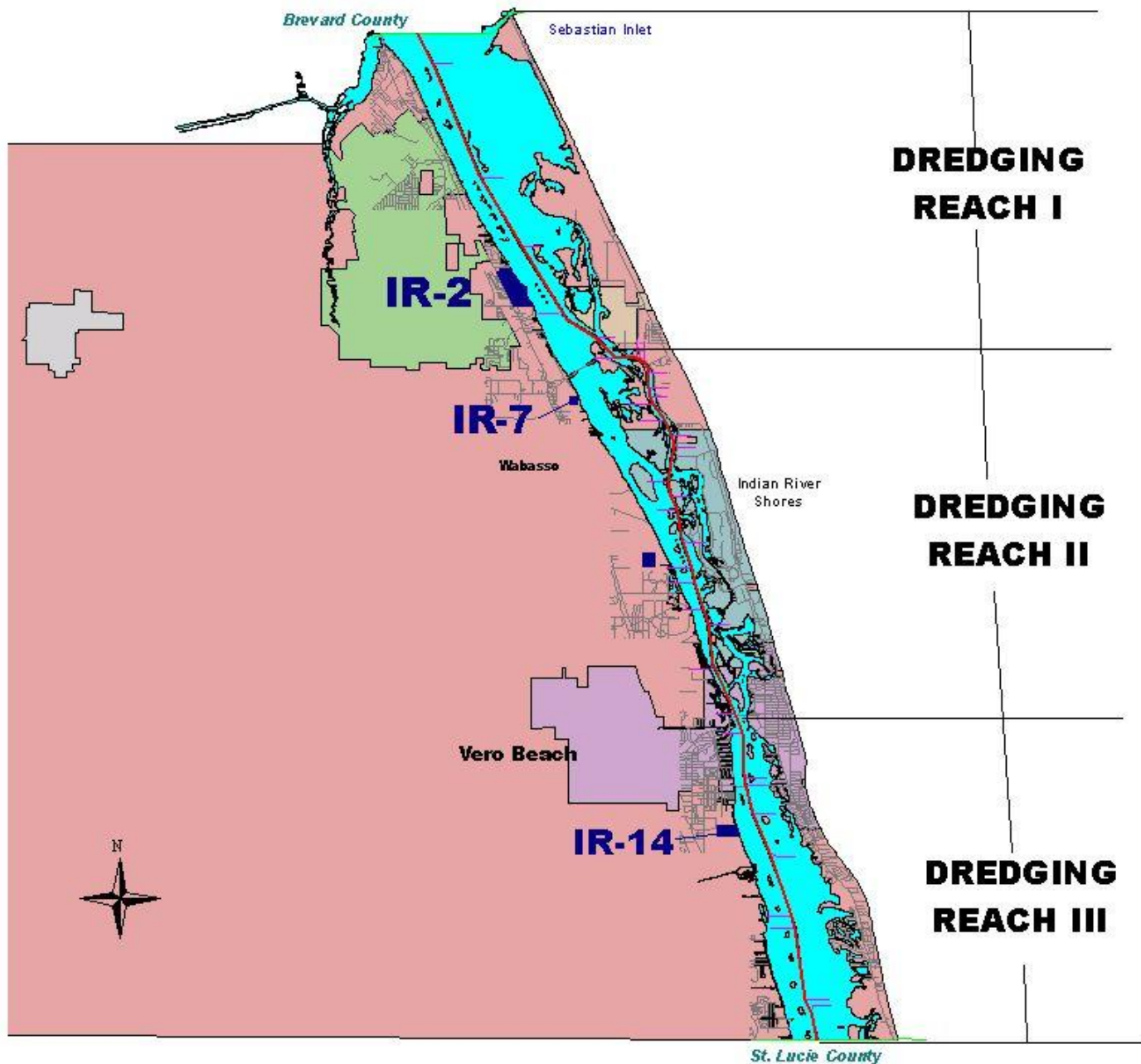


-  FIND Easement
-  FIND Owned
-  Channel
-  ICW Right-of-Way





# INTRACOASTAL WATERWAY DREDGING REACHES AND DREDGED MATERIAL MANAGEMENT AREAS IN INDIAN RIVER COUNTY







 FIND Owned  
 Channel  
 ICW Right-of-Way

# DMMA IR-2





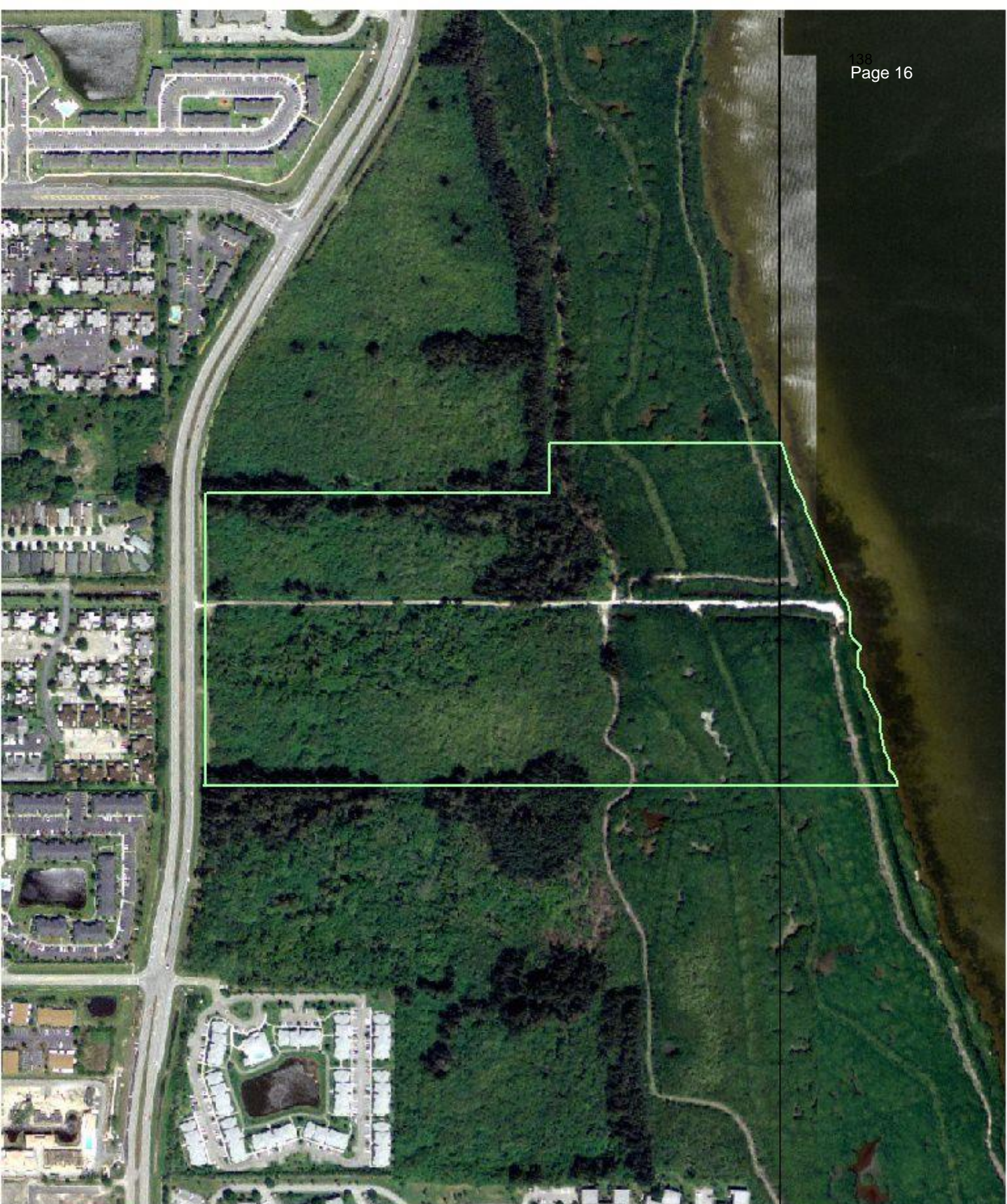


-  FIND Owned
-  Channel
-  ICW Right-of-Way

# DMMA IR-7







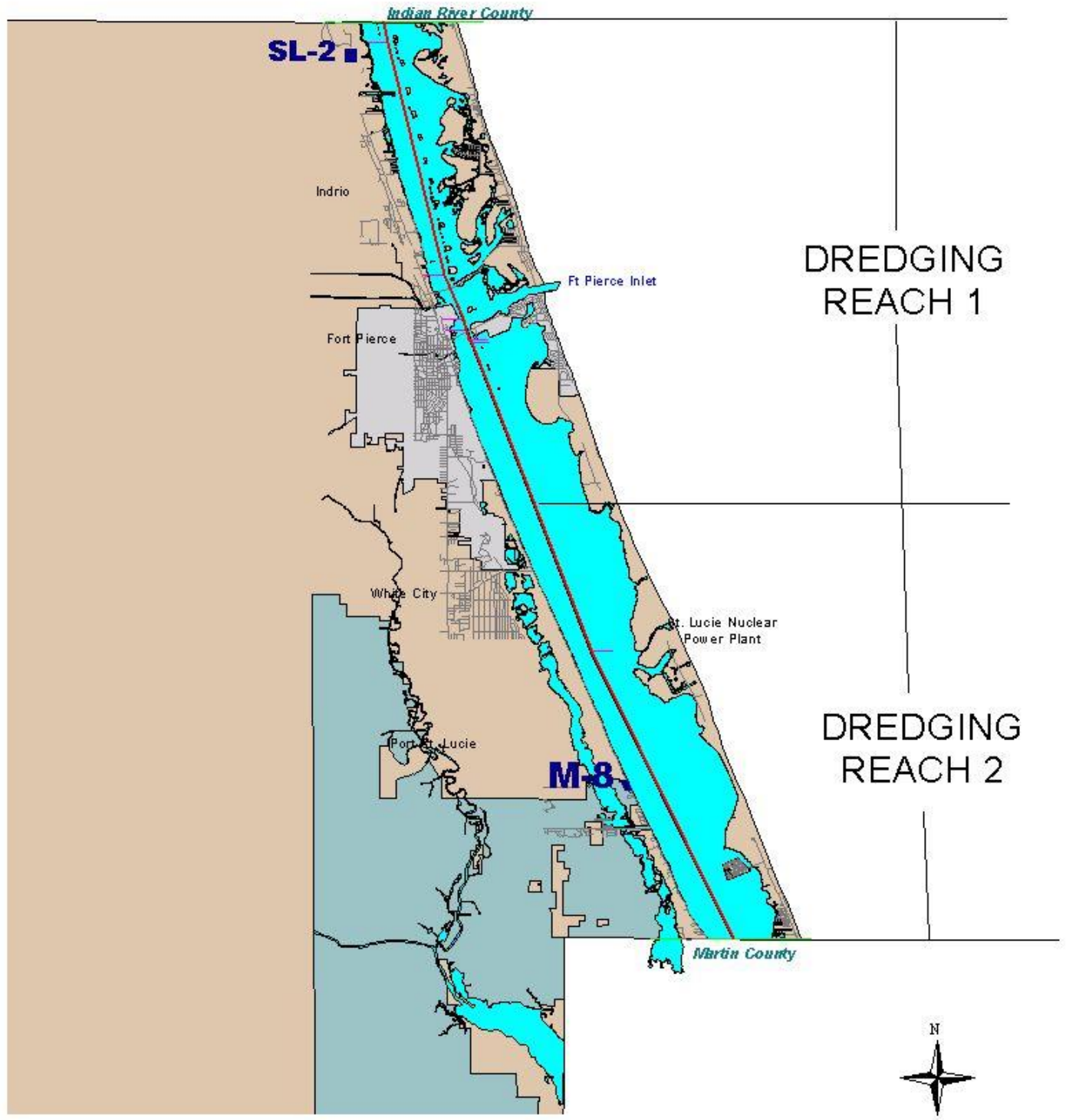
-  FIND Owned
-  Channel
-  ICW Right-of-Way

# DMMA IR-14









# LONG RANGE DREDGED MATERIAL MANAGEMENT PLAN FOR THE INTRACOASTAL WATERWAY IN ST. LUCIE COUNTY



# DMMA SL-2







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





# DMMA M-8



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





SCOPE OF WORK  
MARTIN & PALM BEACH COUNTIES  
MOWING PROJECT FY-2017-20

January 9, 2017

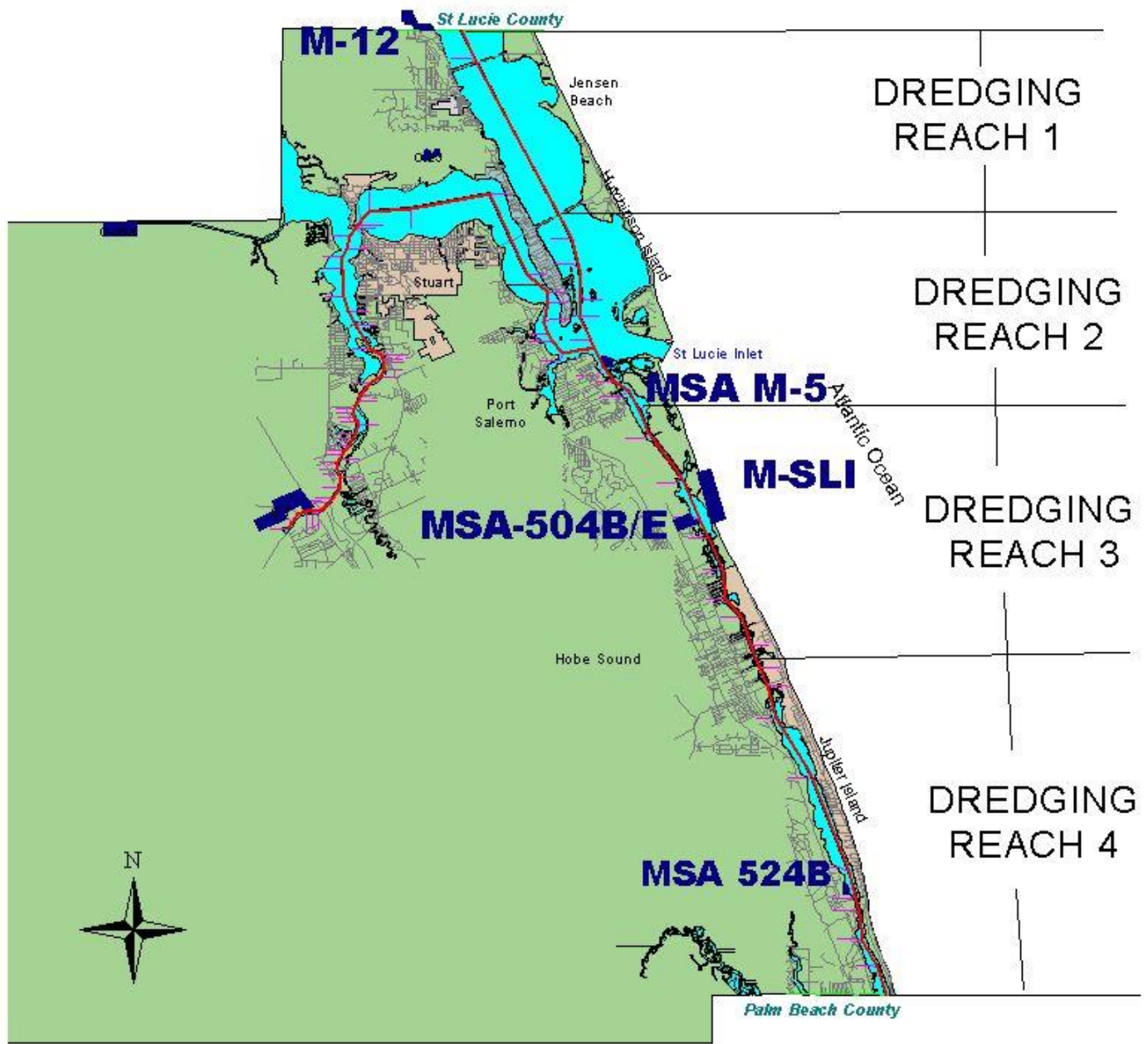
Dredge Material Management Areas (DMMA's) MSA-617, MSA-640, MSA-641, are located in Palm Beach County, DMMA's M-8, M-12, O-23, O-35, MSA-524 and MSA-504 are located in Martin County, Florida. The Florida Inland Navigation District manages dredged materials from the Atlantic Intracoastal Waterway on these sites. The specific locations of the nine (9) sites are referenced in Attachments A.

The contractor will mow the designated grassed areas within the selected nine (9) District sites up to four (4) times a year for a period of three (3) years as directed by the District. The contractor will use flat bed mowers for the level planes, boom mowers for the berms, elevated slopes, perimeter ditches, and other mow able areas on these District sites.

Attachments B, Fig. 1-9 show site locations to be mowed. The estimated area of mowing is in Attachments A, under each site. The contractor will also mow along perimeter fences as well as the access to and around District monitoring wells on the sites.







# DREDGED MATERIAL MANAGEMENT PLAN FOR THE INTRACOASTAL WATERWAY IN MARTIN COUNTY



# DMMA M-12

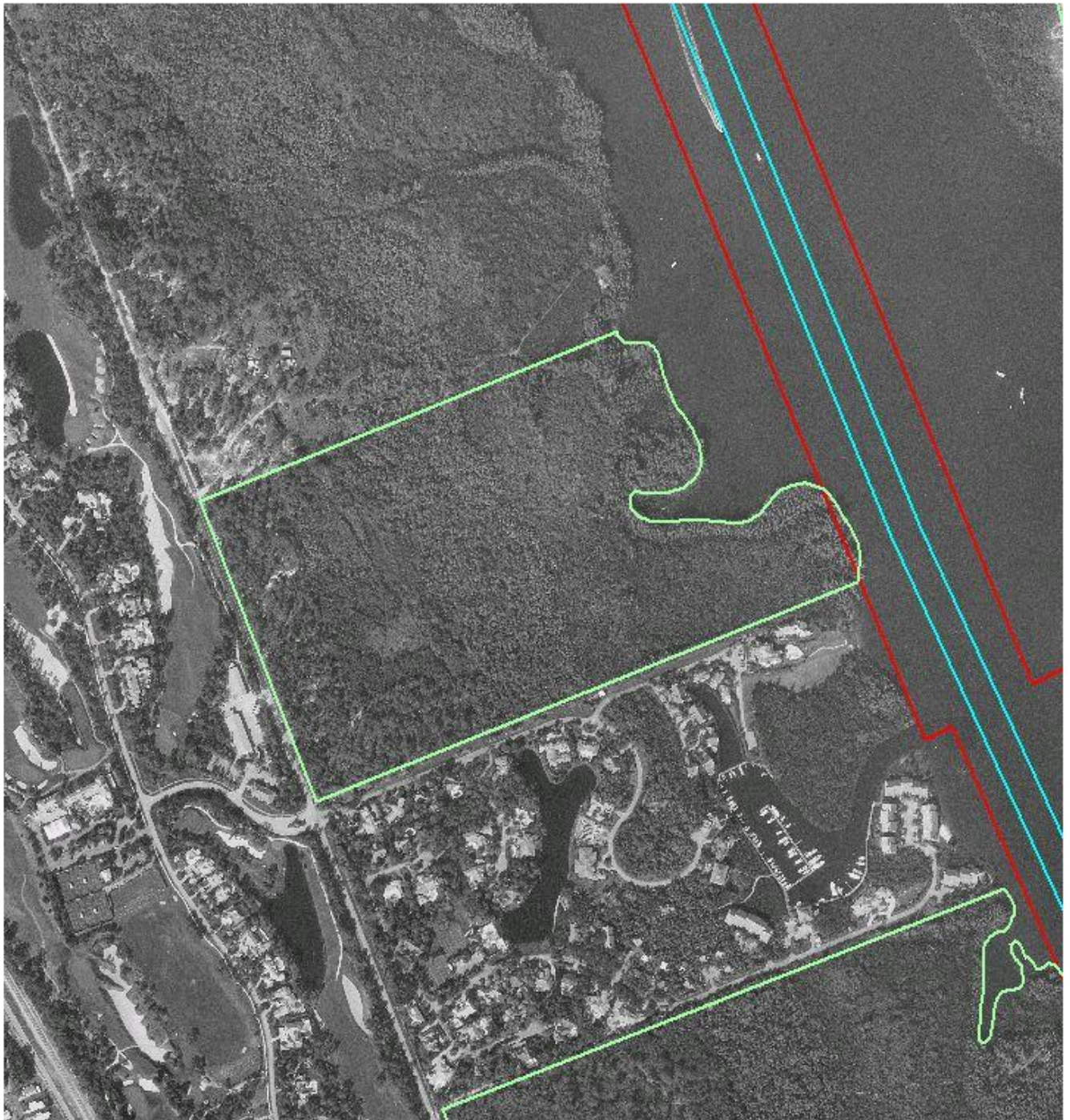





-  FIND Easement
-  FIND Owned
-  Channel
-  ICW Right-of-Way





# SITE MSA 504B/E







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





# MSA-524B



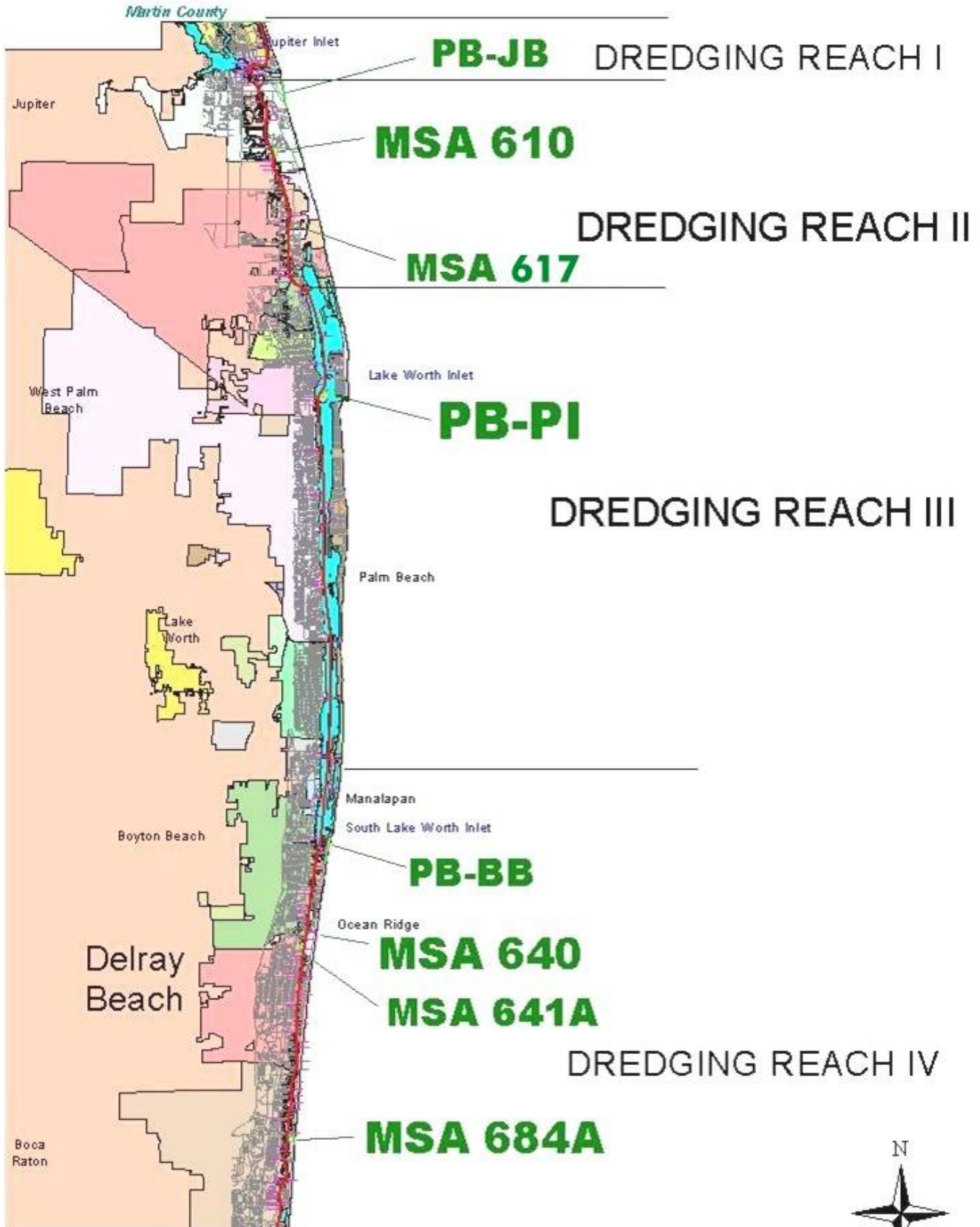
-  Pipeline Easement
-  FIND Owned
-  Channel
-  ICW Right-of-Way








# PALM BEACH COUNTY ICW DREDGING REACHES AND

## DREDGED MATERIAL MANAGEMENT AREAS





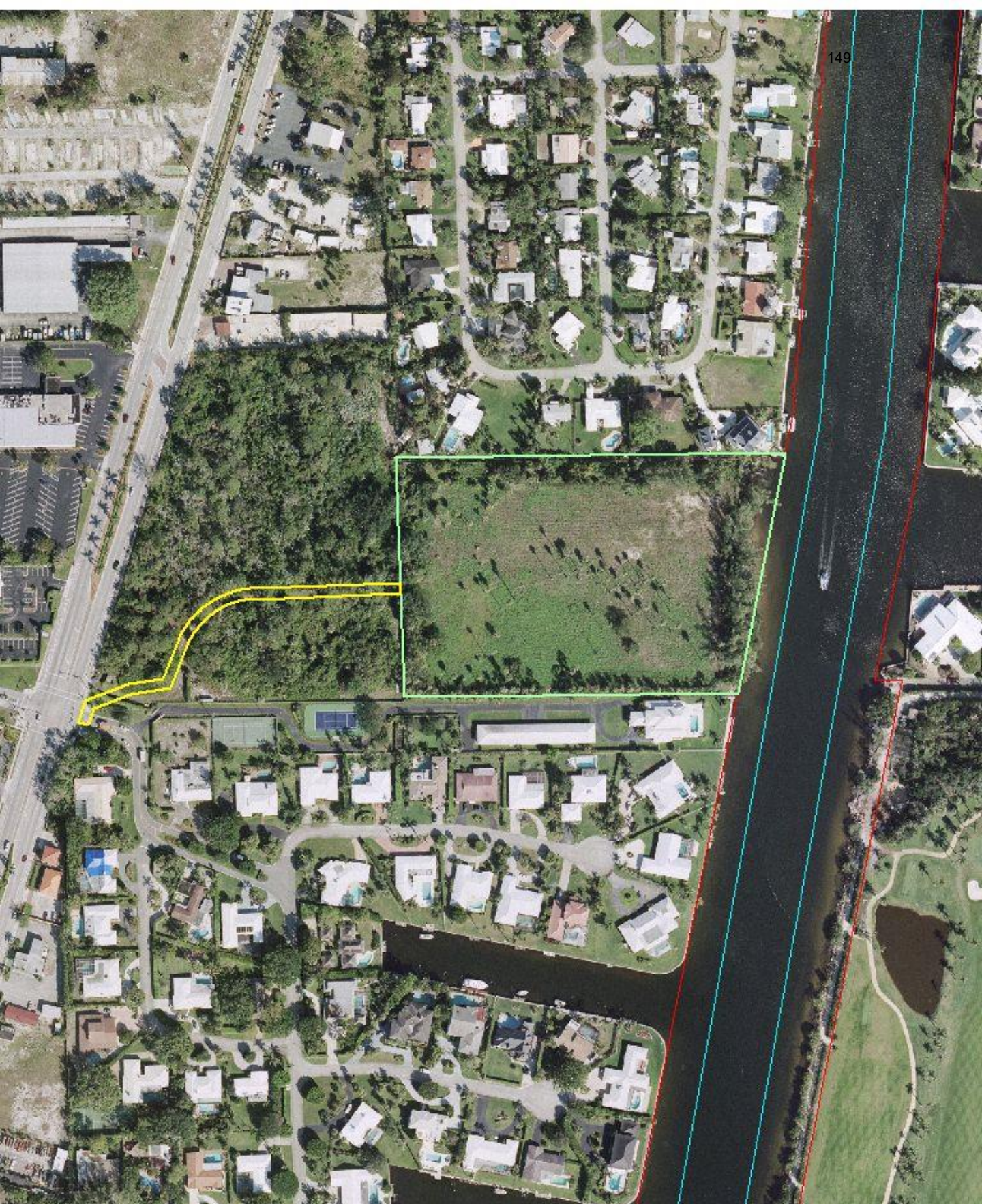


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 Channel  
 ICW Right-of-Way

# MSA 617C







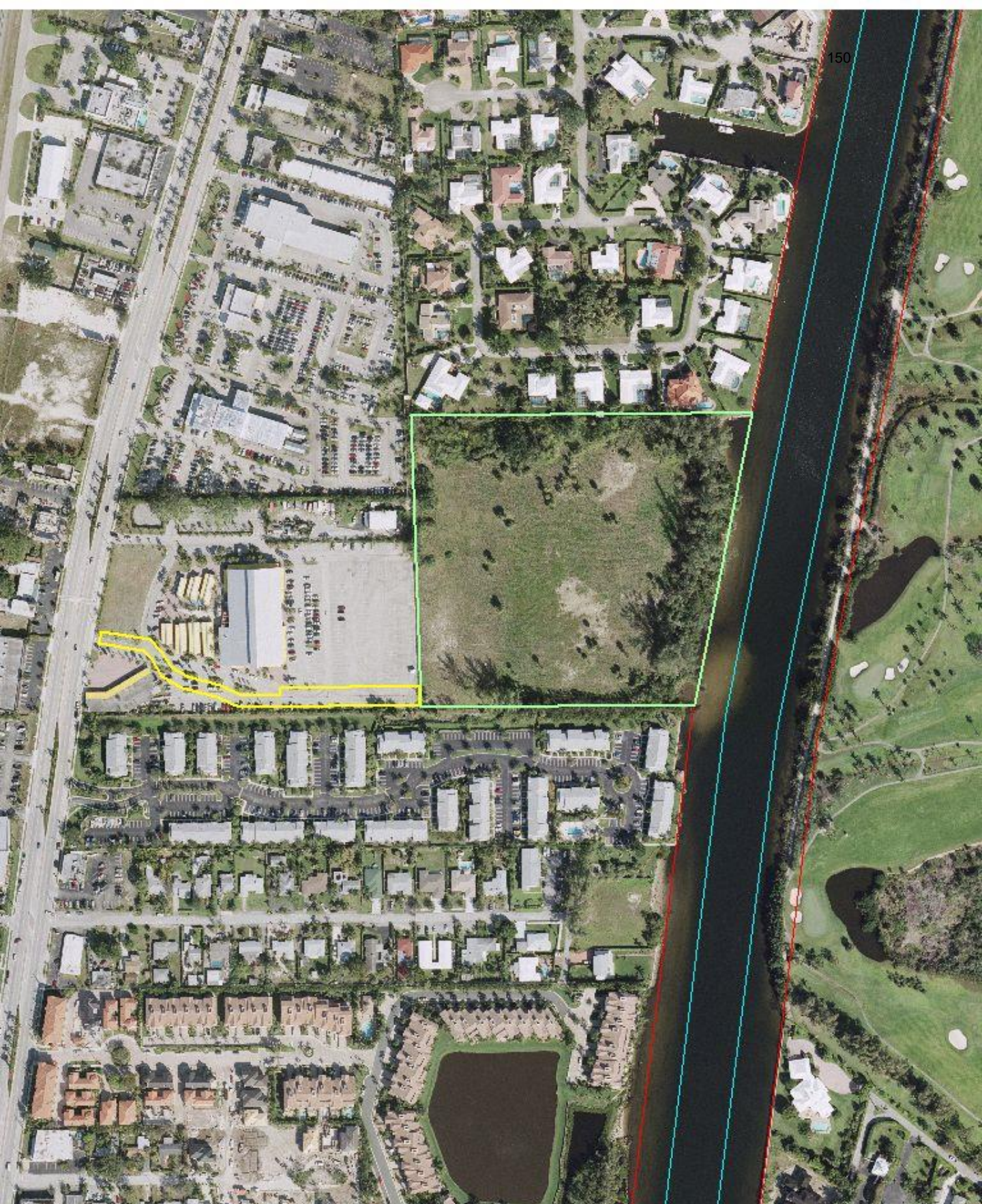
149

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

# MSA 640/640A



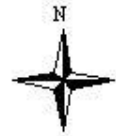




150

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

# MSA 641/641A







# FLORIDA INLAND NAVIGATION DISTRICT

## COMMISSIONERS

January 7, 2017

### **DONALD J. CUOZZO** CHAIR

MARTIN COUNTY

### **JON NETTS** VICE-CHAIR

FLAGLER COUNTY

### **SUSANNE McCABE** TREASURER

VOLUSIA COUNTY

### **DON DONALDSON** SECRETARY

ST. LUCIE COUNTY

### **J. CARL BLOW**

ST. JOHNS COUNTY

### **E. TYLER CHAPPELL**

BROWARD COUNTY

### **T. SPENCER CROWLEY, III**

MIAMI-DADE COUNTY

### **PAUL U. DRITENBAS**

INDIAN RIVER COUNTY

### **CHARLES C. ISIMINGER**

PALM BEACH COUNTY

### **MICHAEL O'STEEN**

DUVAL COUNTY

### **JERRY H. SANSOM**

BREVARD COUNTY

### **LYNN A. WILLIAMS**

NASSAU COUNTY

### **MARK T. CROSLEY**

EXECUTIVE DIRECTOR

### **JANET ZIMMERMAN**

ASSISTANT EXECUTIVE

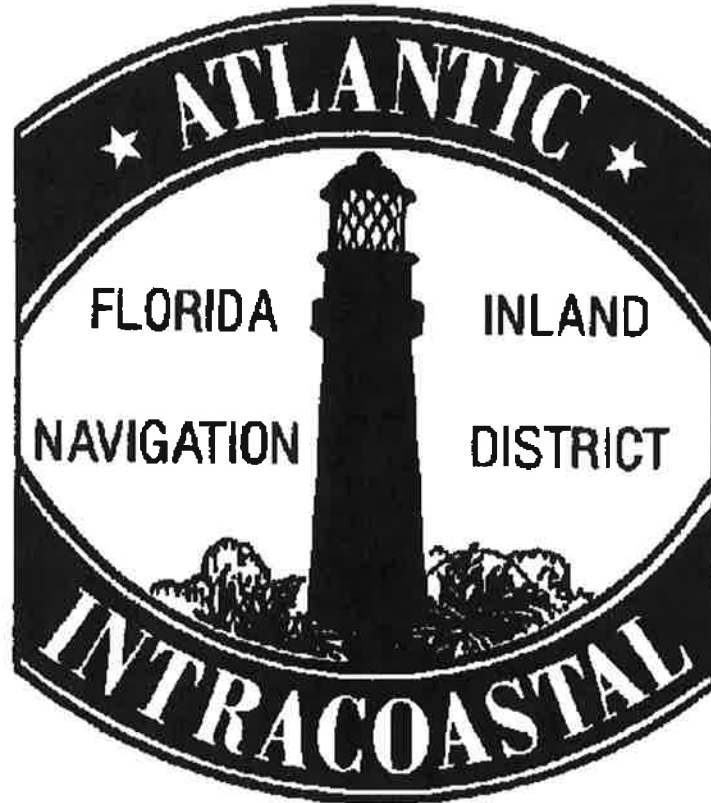
DIRECTOR

To: Monitoring Well Sampling Bidders  
 From: Mark M. Tamblyn, Field Projects Coordinator  
 Subject: Duval & St. Johns County Dredge Material Management  
 Areas Sites DU-2, 6, 8, 9 & SJ- 14.

Enclosed are the bid documents for the referenced project. **Bids are due in the District office no later than 2:00 PM on February 7, 2017.** A bid will consist of the completed bid submittal form. Bids may be faxed, mailed or hand delivered.

There will be one award of this contract to the lowest qualified bidder, however, the District reserves the right to not award a contract based on its discretion. The District also reserves the right to expand or reduce the scope of work of this contract upon negotiation with contractor.

Please contact me should you have any questions concerning this matter.



**FLORIDA INLAND NAVIGATION DISTRICT**  
Duval & St. Johns County  
Monitoring Well Sampling  
Bid Package  
January 7, 2017





SCOPE OF WORK  
MONITORING WELL SAMPLING  
DMMA'S DU-2, 6, 8, & 9 & SJ-14  
Duval & St. Johns County, Florida  
January 7, 2017

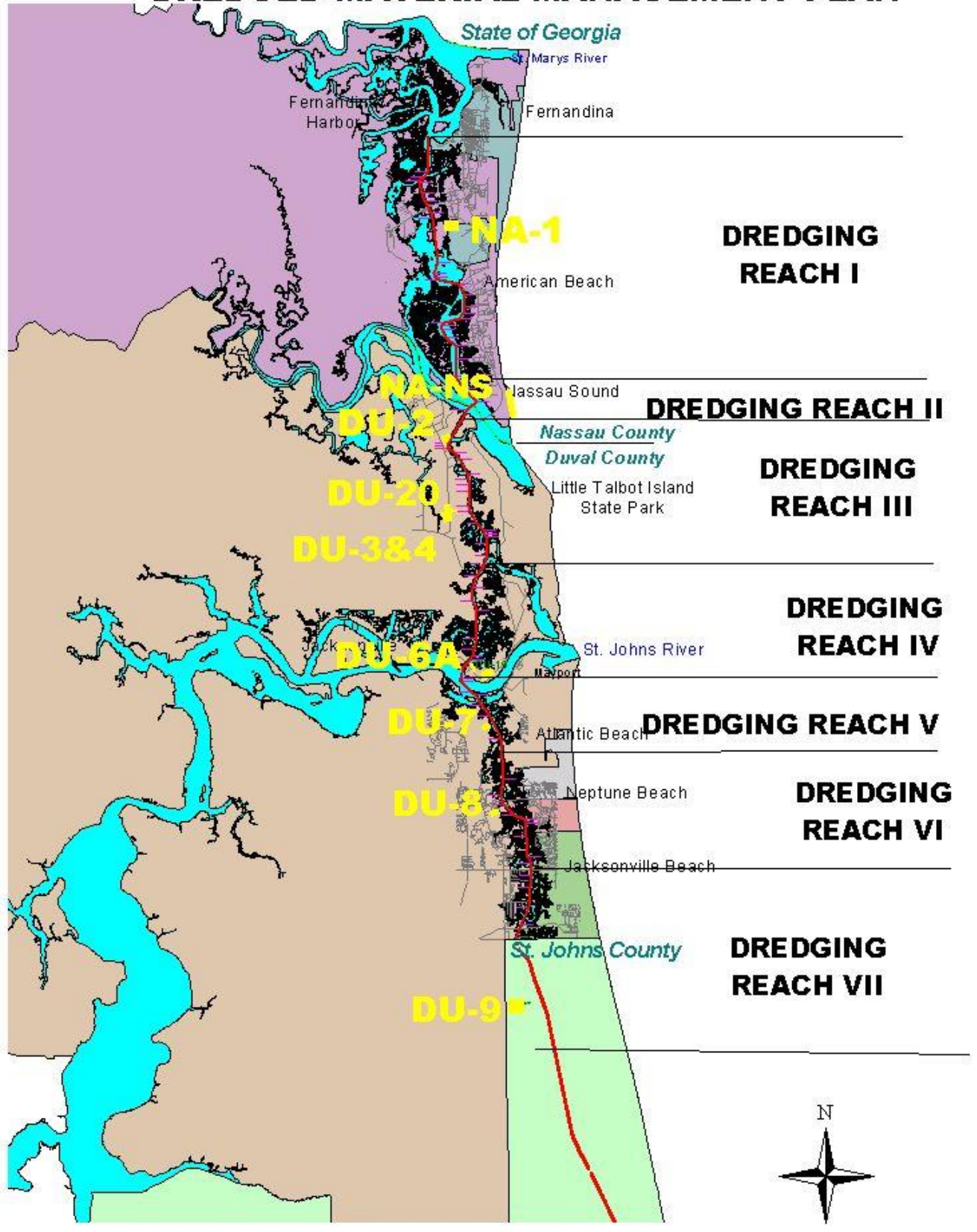
Dredge Material Management Areas DU-2, DU-6, DU-8, DU-9 are located in Duval County, and SJ-14 is located in St. Johns County Florida. The specific locations of the five sites are referenced in Attachments A, B, C, D, E, and F.

The contractor will sample the thirty (30) monitoring wells located on the subject sites on a quarterly basis for (3) three years. The sampling will be conducted under Florida Department of Environmental Protection, Standard Operating Procedures (FDEP-SOP-001/01), FS-2200 for groundwater sampling. The sampling analysis will consist of chloride, PH, TDS, and turbidity.

A field sampling data sheet will be prepared for each well sampled that will include depth to water and a calculation of well volume for purging. One field equipment blank and one duplicate sample will be taken during each quarterly sampling round in order to meet Quality Assurance/Quality Control (QA/QC) requirements. Each sample will be analyzed by a state certified testing laboratory in accordance to the following: EPA Method 300 for dissolved chloride, EPA Method 150.1 for PH, EPA Method 160.1 for TDS, and EPA Method 180.1 for turbidity. A Chain of Custody form will be completed properly identifying sample locations, sample type, sampler, etc.

Quarterly results will be reported in a cumulative table. Original copies of laboratory data and field sampling sheets will be attached to the quarterly report. Each quarterly report will be reviewed, signed and sealed by a State of Florida licensed Professional Geologist. The District requires the report be submitted within 15 days of completion of sampling. All reports will be submitted to the District in electronic format, not printed format. The District may also require specific standardized forms be used in reporting the well data, they will be supplied.

# NASSAU/DUVAL COUNTIES DREDGED MATERIAL MANAGEMENT PLAN



# ATTACHMENT A

DISTRICT MONITORING WELL SITES: DU-2, DU-6A, DU-8, DU-9, SJ-14.

Legend

155



10 mi

DU-2

DU-6A

DU-8

DU-9

SJ-14

Google Earth

Data SIO, NOAA, U.S. Navy, NGA, GEBCO  
Image Landsat / Copernicus



Legend

156



900 ft

DU-2

**ATTACHMENT B**

DISTRICT SITE DU-2

Legend

# ATTACHMENT C

DISTRICT SITE DU-6A

DU-6A

900 ft

Google Earth



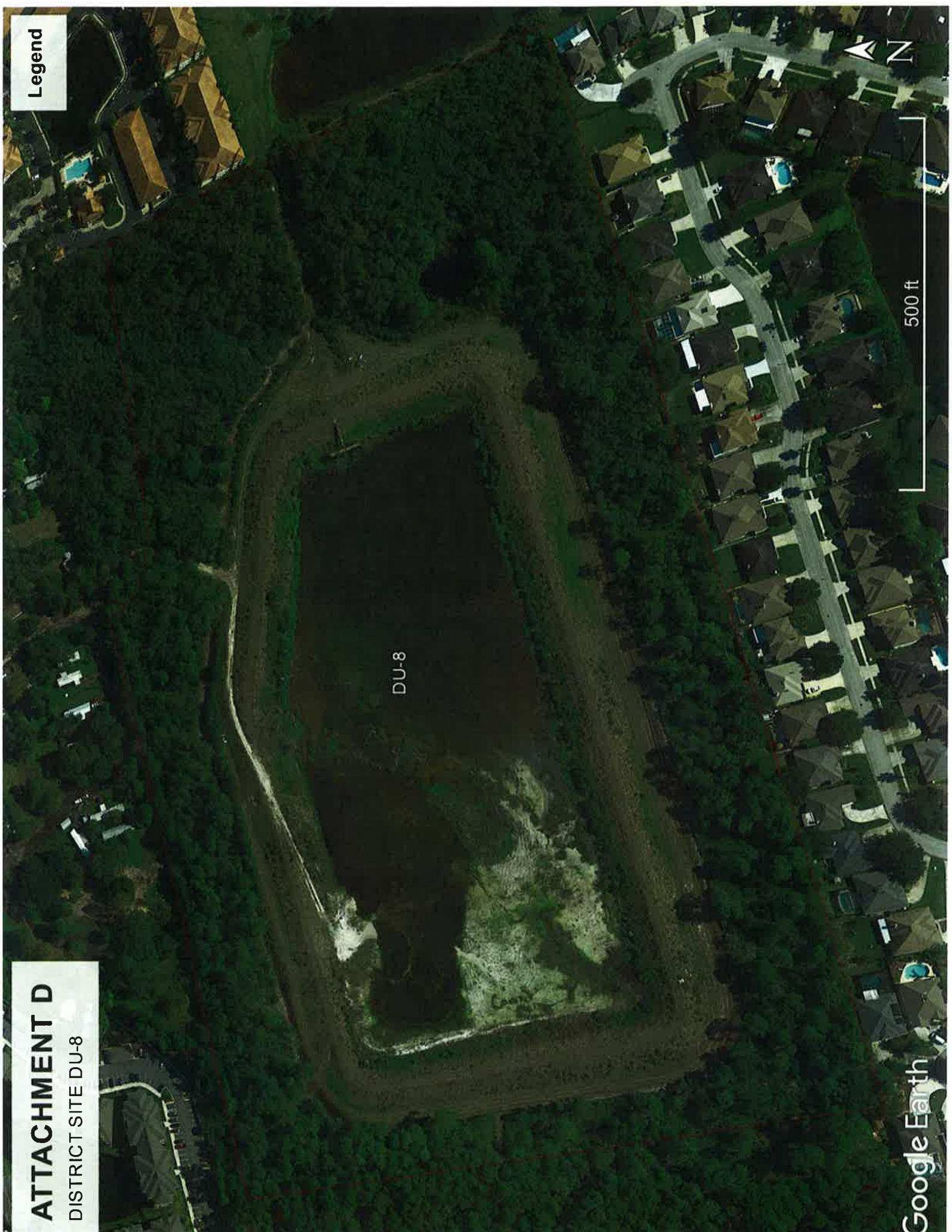


# ATTACHMENT D

DISTRICT SITE DU-8

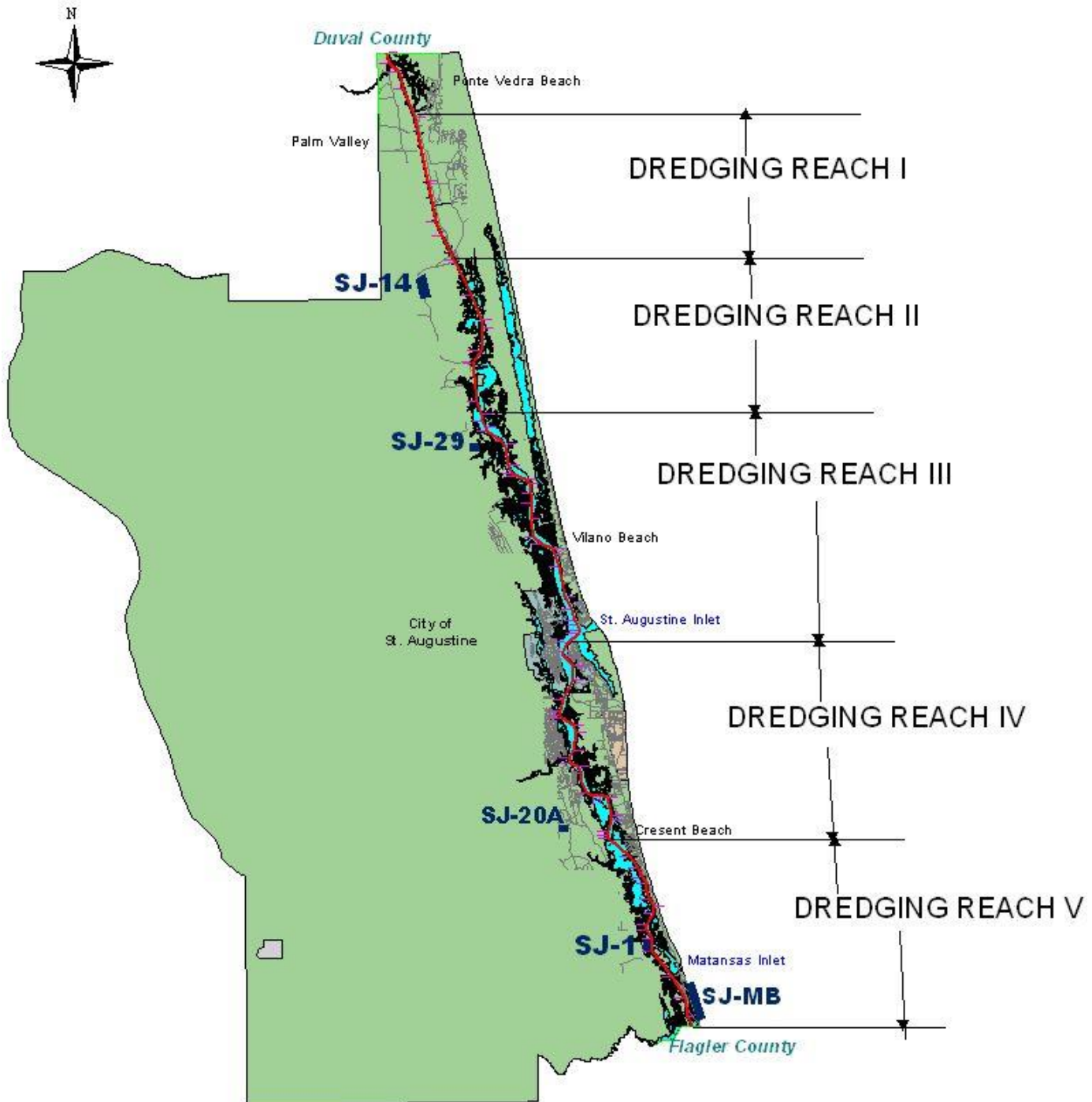
Legend

DU-8





# INTRACOASTAL WATERWAY DREDGING REACHES AND DREDGED MATERIAL MANAGEMENT AREAS IN ST. JOHNS COUNTY



# ATTACHMENT E

DISTRICT SITE DU-9

Legend



2000 ft

Google Earth

DU-9





Legend



2000 ft

**ATTACHMENT F**  
DISTRICT SITE SJ-14

SJ-14







SCOPE OF WORK  
MONITORING WELL SAMPLING  
SITES V-22, V-26, V-29  
VOLUSIA COUNTY, FLORIDA  
JANUARY 8, 2017

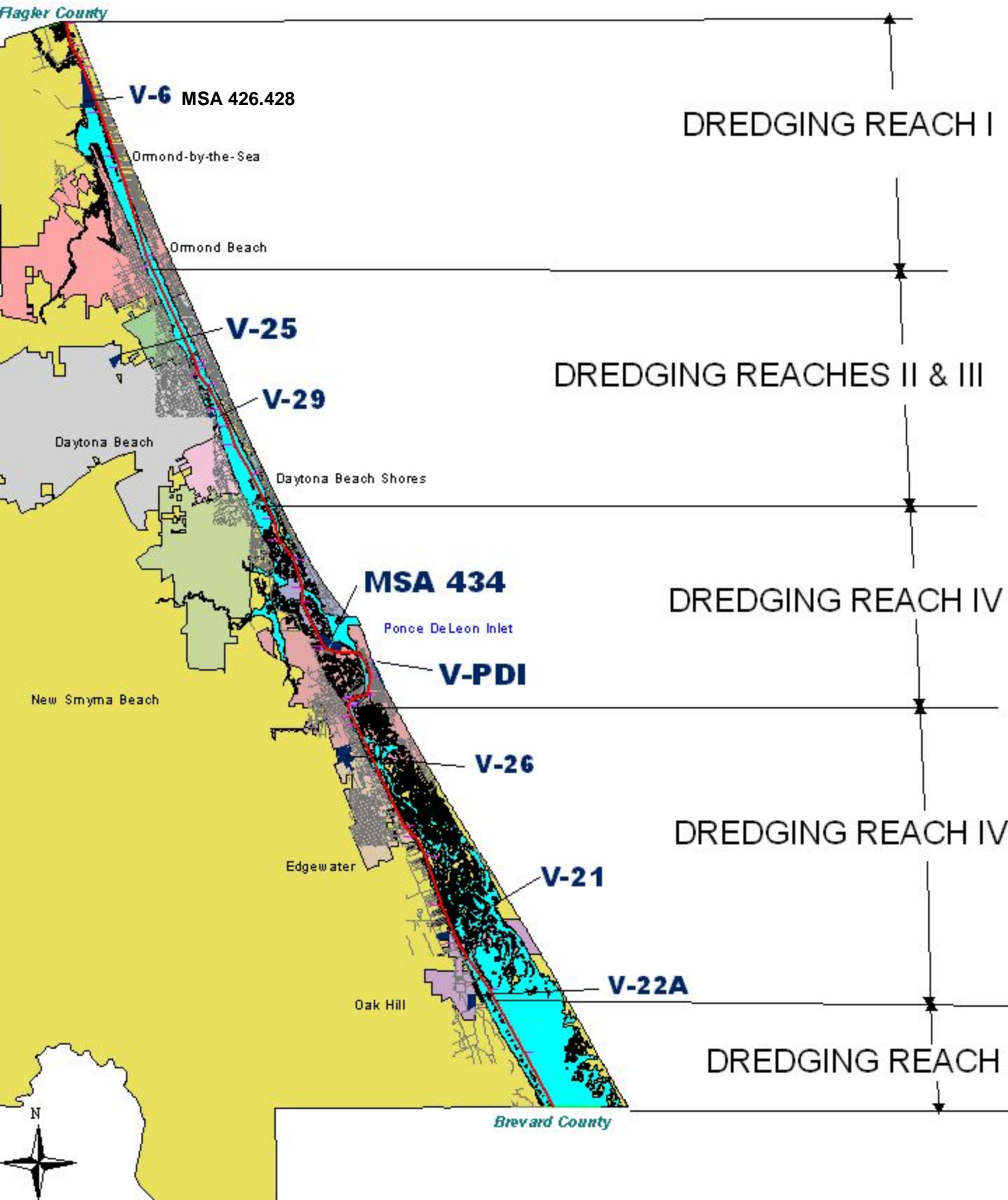
Dredge Material Management Areas V-22, V-26, V-29 are located in Volusia County, Florida. The Florida Inland Navigation District owns, operates and manages dredged materials from the Atlantic Intracoastal Waterway on these sites. Monitoring well locations are referenced in Attachments A, B, and C. The specific locations of the (3) three sites are referenced in Attachments A, Fig. 1, Attachment B, Fig. 1, and Attachment C, Fig.1.

The contractor will sample the seventeen (17) monitoring wells located on the three (3) District sites on a quarterly basis for (3) three years. The sampling will be conducted under Florida Department of Environmental Protection, Standard Operating Procedures (FDEP-SOP-001/01), FS-2200 for groundwater sampling. The sampling analysis will consist of chloride, PH, TDS, and turbidity.

A field sampling data sheet will be prepared for each well sampled that will include depth to water and a calculation of well volume for purging. One field equipment blank and one duplicate sample will be taken during each quarterly sampling round in order to meet Quality Assurance/Quality Control (QA/QC) requirements. Each sample will be analyzed by a state certified testing laboratory in accordance to the following: EPA Method 300 for dissolved chloride, EPA Method 150.1 for PH, EPA Method 160.1 for TDS, and EPA Method 180.1 for turbidity. A Chain of Custody form will be completed properly identifying sample locations, sample type, sampler, etc.

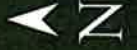
Quarterly results will be reported in a cumulative table. Original copies of laboratory data and field sampling sheets will be included in the quarterly report. Each quarterly report will be reviewed, signed and sealed by a State of Florida licensed Professional Geologist. The District requires the report be submitted within 15 days of completion of sampling. All reports will be submitted to the District in electronic format, not printed format. The District may also require specific standardized forms be used in reporting the well data, they will be supplied.

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



Legend

164



1000 ft

V-22A

# ATTACHMENT A

DISTRICT SITE V-22





Legend



1000 ft

# ATTACHMENT B

DISTRICT SITE V-26

V-26





Legend



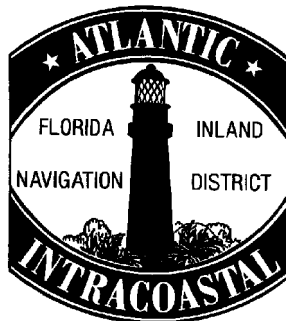
400 ft

V-29

# ATTACHMENT C

DISTRICT SITE V-29





SCOPE OF WORK  
MONITORING WELL SAMPLING  
SITES BV-2C, BV-4B, BV-11, BV-52  
BREVARD COUNTY, FLORIDA  
JANUARY 9, 2017

Dredge Material Management Areas BV-2C, BV-4B, BV-11, BV-52 are located in Brevard County, Florida. The Florida Inland Navigation District owns, operates and manages dredged materials from the Atlantic Intracoastal Waterway on these sites. The specific locations of the (4) four sites are referenced in Attachments A, B, C, D, E.

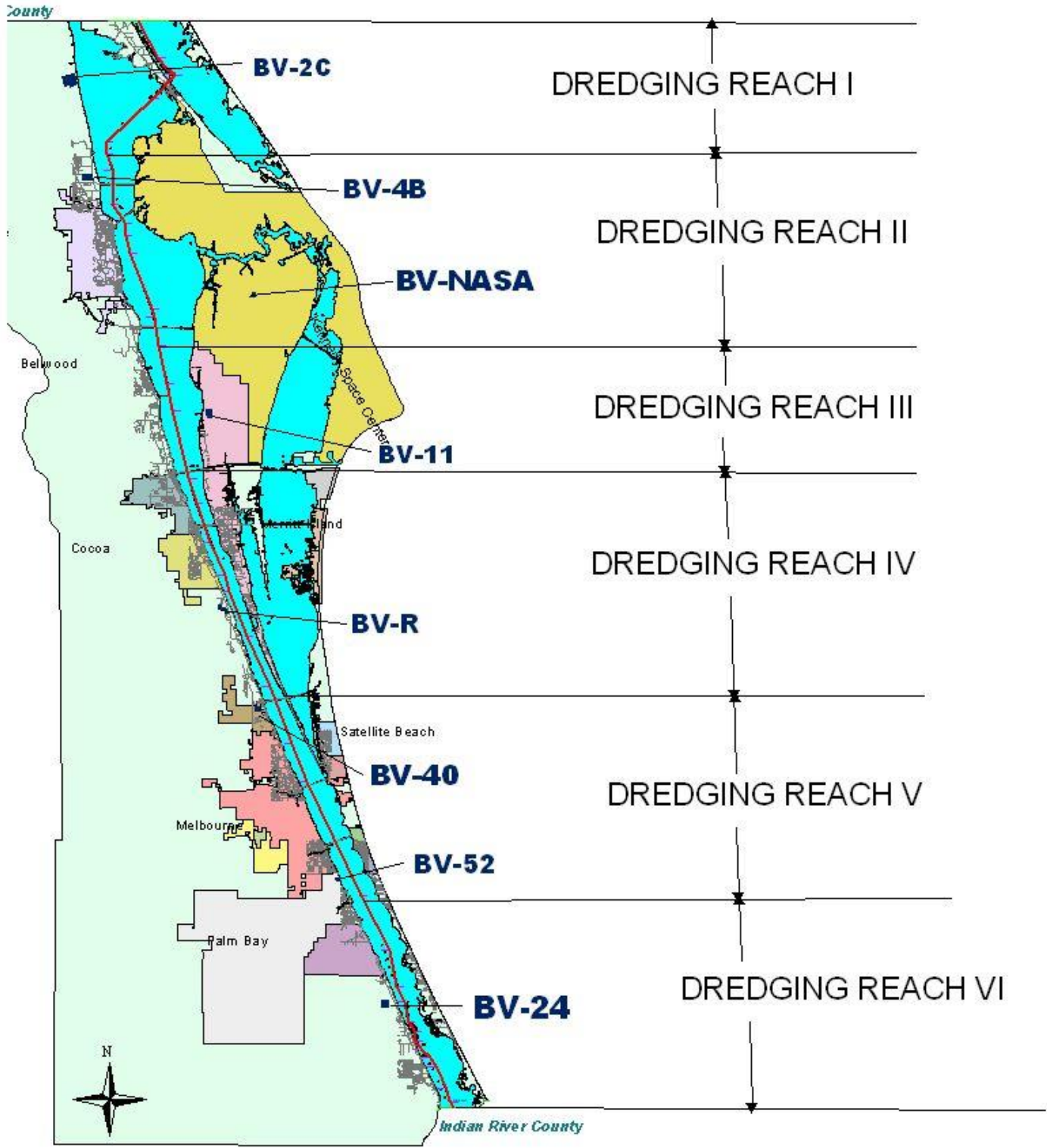
The contractor will sample the twenty-seven (27) monitoring wells located on the subject sites on a quarterly basis for (3) three years. The sampling will be conducted under Florida Department of Environmental Protection, Standard Operating Procedures (FDEP-SOP-001/01), FS-2200 for groundwater sampling. The sampling analysis will consist of chloride, PH, TDS, and turbidity.

A field sampling data sheet will be prepared for each well sampled that will include depth to water and a calculation of well volume for purging. One field equipment blank and one duplicate sample will be taken during each quarterly sampling round in order to meet Quality Assurance/Quality Control (QA/QC) requirements. Each sample will be analyzed by a state certified testing laboratory in accordance to the following: EPA Method 300 for dissolved chloride, EPA Method 150.1 for PH, EPA Method 160.1 for TDS, and EPA Method 180.1 for turbidity. A Chain of Custody form will be completed properly identifying sample locations, sample type, sampler, etc.

Quarterly results will be reported in a cumulative table. Original copies of laboratory data and field sampling sheets will be attached to the quarterly report. Each quarterly report will be reviewed, signed and sealed by a State of Florida licensed Professional Geologist. The District requires the report be submitted within 15 days of completion of sampling. All reports will be submitted to the District in electronic format, not printed format. The District may also require specific standardized forms be used in reporting the well data, they will be supplied.



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



**Legend**

169



20 mi

**ATTACHMENT A**  
WELL MONITORING SITES

BV-2C

BV-4B

BV-11

BV-52

Google Earth

Image Landsat / Copernicus  
Data SIO, NOAA, U.S. Navy, NGA, GEBCO



Legend

170

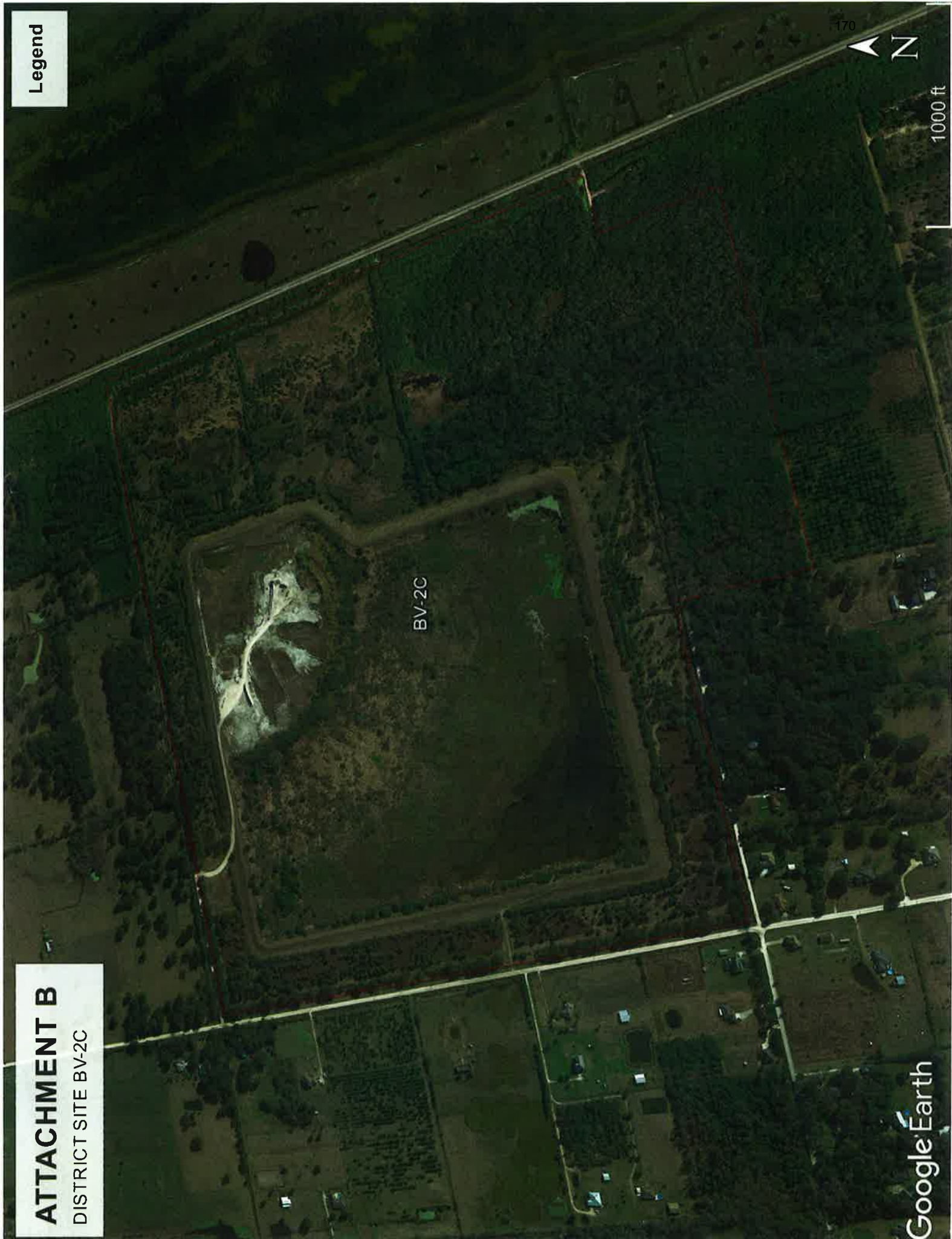


1000 ft

BV-2C

# ATTACHMENT B

DISTRICT SITE BV-2C





# ATTACHMENT C

DISTRICT SITE BV-4B

Legend

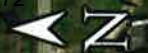
BV-4B





Legend

172



1000 ft

BV-11

# ATTACHMENT D

DISTRICT SITE BV-11



Legend

173  
N

BV-52

700 ft

# ATTACHMENT E

DISTRICT SITE BV-52

Google Earth







SCOPE OF WORK  
MONITORING WELL SAMPLING  
DMMA'S MSA-617, MSA-640, MSA-641  
PALM BEACH COUNTY, FLORIDA  
JANUARY 9, 2017

Dredge Material Management Areas (DMMA'S) MSA-617, MSA-640, MSA-641 are located in Palm Beach County, Florida. The Florida Inland Navigation District owns, operates and manages dredged materials from the Atlantic Intracoastal Waterway on these sites. The specific locations of the (3) three sites are referenced in Attachments A, B, C.

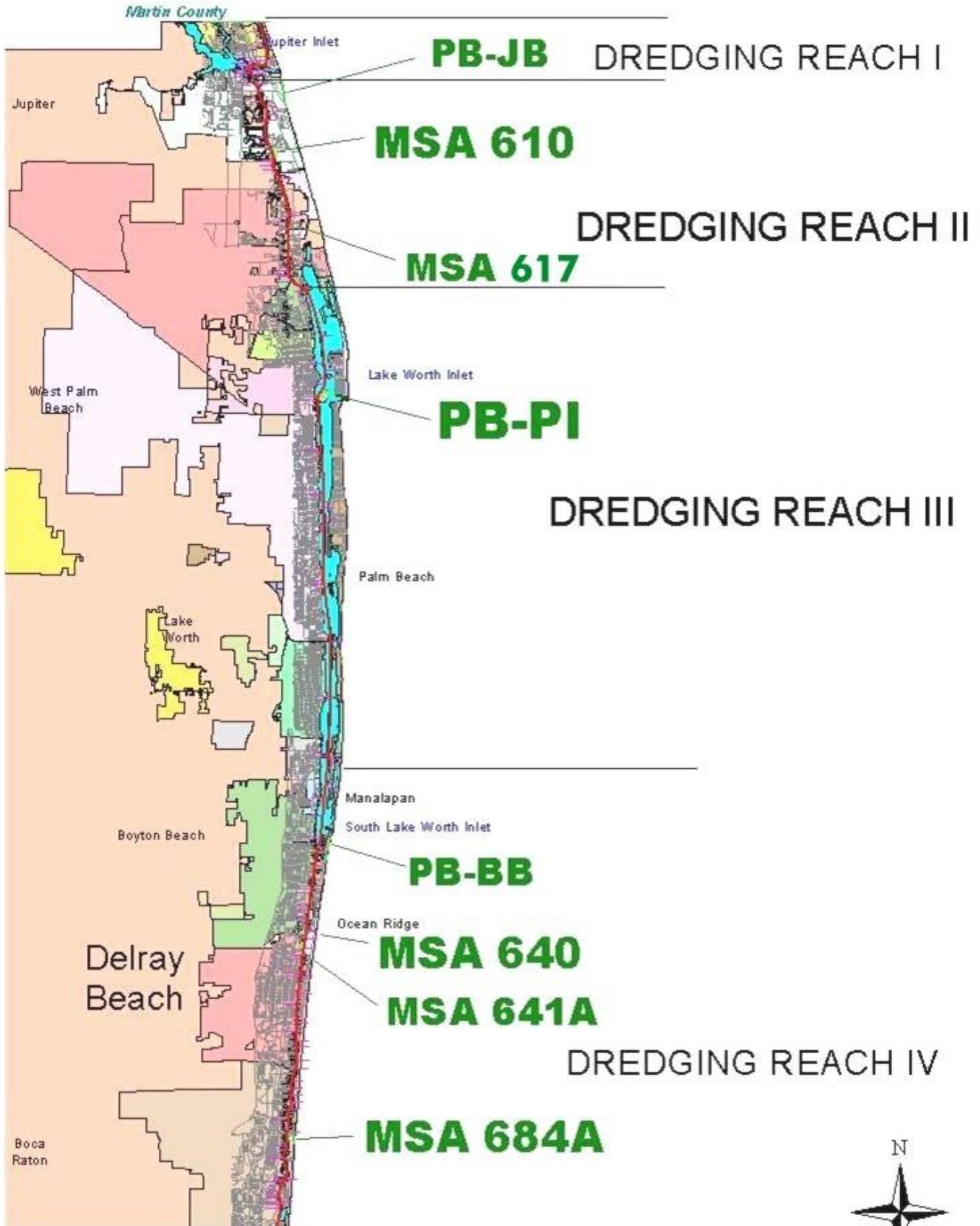
The contractor will sample the thirteen (13) monitoring wells located on the subject sites on a quarterly basis for (3) three years. The sampling will be conducted under Florida Department of Environmental Protection, Standard Operating Procedures (FDEP-SOP-001/01), FS-2200 for groundwater sampling. The sampling analysis will consist of chloride, PH, TDS, and turbidity.

A field sampling data sheet will be prepared for each well sampled that will include depth to water and a calculation of well volume for purging. One field equipment blank and one duplicate sample will be taken during each quarterly sampling round in order to meet Quality Assurance/Quality Control (QA/QC) requirements. Each sample will be analyzed by a state certified testing laboratory in accordance to the following: EPA Method 300 for dissolved chloride, EPA Method 150.1 for PH, EPA Method 160.1 for TDS, and EPA Method 180.1 for turbidity. A Chain of Custody form will be completed properly identifying sample locations, sample type, sampler, etc.

Quarterly results will be reported in a cumulative table. Original copies of laboratory data and field sampling sheets will be attached to the quarterly report. Each quarterly report will be reviewed, signed and sealed by a State of Florida licensed Professional Geologist. The District requires the report be submitted within 15 days of completion of sampling. All reports will be submitted to the District in electronic format, not printed format. The District may also require specific standardized forms be used in reporting the well data, they will be supplied.

# PALM BEACH COUNTY ICW DREDGING REACHES AND

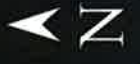
## DREDGED MATERIAL MANAGEMENT AREAS





Legend

176



300 ft

MSA 641A

# ATTACHMENT A

DISTRICT SITE MSA-641

Google Earth





Legend



MSA 640

300-ft

**ATTACHMENT B**  
DISTRICT SITE MSA-640

Google Earth





Legend

**ATTACHMENT C**

DISTRICT SITE MSA-617

MSA FO-617C

178



500 ft



## TEMPORARY LEASE AGREEMENT

This TEMPORARY LEASE AGREEMENT ("LEASE") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, between "the Parties, the Florida Inland Navigation District, an independent special district existing under the laws of the State of Florida (the "DISTRICT"), and Sugar Cane Services, Inc., ("LESSEE").

### WITNESSETH:

WHEREAS, DISTRICT is the owner in fee simple of a parcel of land in Palm Beach County, Florida, designated as Dredged Material Management Area LT-4A (less Tract H, Lot 27) which will be used by DISTRICT and the United States for the improvement and maintenance of the Okeechobee Waterway in Martin and Palm Beach Counties, Florida and holds title for such use; and

WHEREAS, LESSEE desires to lease from DISTRICT Dredged Material Management Area LT-4A, a description of which is attached hereto as Exhibit A and made a part hereof excepting Tract H Lot 27, for the purpose of growing and harvesting sugar cane as described in Exhibit B subject to said rights of DISTRICT and to the terms and conditions of this LEASE, and

WHEREAS, DISTRICT is of the opinion that such use by the LESSEE pursuant to the provisions of this agreement is in the public interest, and

WHEREAS, DISTRICT is agreeable that this LEASE should be executed for a limited term at a rental rate subject to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the parties hereto:

1. RECITALS: The recitals contained herein above are true and correct and incorporated herein by reference.

2. LEASE: DISTRICT hereby leases to LESSEE the property hereinafter known as the "Leased Premises" as described in paragraph 4 below, subject to the terms and conditions set forth herein.



3. PROJECT MANAGEMENT: The Project Manager for the DISTRICT is its Executive Director and all correspondence and communications from the LESSEE shall be directed to him/her. The Project Manager shall be responsible for overall coordination and oversight related to the performance of this lease.

4. DESCRIPTION OF THE LEASED PREMISES: The Leased Premises which is subject to this LEASE, is situated in Palm Beach County, State of Florida, as described in Exhibit A and consisting of 46.8 acres, attached hereto and made a part of this agreement. Tract H Lot 27 is not part of this LEASE or the Leased Premises.

5. EXISTING CONDITIONS: LESSEE agrees to accept the Leased Premises in as is condition subject to existing easements.

6. TERM: The term of this LEASE shall be for a one (2) year period and may be extended by a written extension agreement. Rent shall be one hundred and fourteen (\$114.00) dollars per acre per year (a total of \$5,335.00 per year) and shall be paid in advance for the year. Prepayment of the rent shall not affect in any way the DISTRICT's rights under paragraph 24 below. The lease period shall commence on the date of execution. Expiration or termination of this LEASE shall not entitle the LESSEE to any payment from the DISTRICT for the value of any unharvested crops, except and unless the lease is wrongfully terminated by the DISTRICT.

7. PURPOSE: LESSEE shall manage the Leased Premises for sugar cane cultivation and harvesting as described in Exhibit B and for no other purpose without DISTRICT's written consent.

8. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from, and upon the Leased Premises for all purposes that do not conflict with the DISTRICT's Dredge Material Management Program, however, use of the property is restricted to day light hours for the quiet enjoyment of the neighboring property owners.

9. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the Leased Premises or any use thereof not in conformance with this LEASE.

10. ASSIGNMENT: This LEASE shall not be assigned in whole or in part without the prior written consent of DISTRICT. Any assignment made either in whole or in part without the prior written consent of DISTRICT shall be void and without legal effect; provided, however, the District acknowledges and agrees that LESSEE may utilize the services of third parties in the performance of work on the Leased Premises, and any such third party contracts for such purpose shall require the LESSEE's to abide by the terms and conditions of this LEASE.

11. EASEMENTS: All easements to be granted by LESSEE including, but not limited to, utility easements are expressly prohibited without the prior written approval of DISTRICT. Any easement not approved in writing by DISTRICT shall be void and without legal effect.

12. SUBLEASES: This LEASE is for the purposes specified herein, and subleases of any nature are prohibited without the prior written approval of DISTRICT. Any sublease not approved in writing by DISTRICT shall be void and without legal effect.

13. RIGHT OF INSPECTION: DISTRICT or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the Leased Premises and the works and operations of LESSEE in any matter pertaining to this LEASE.

14. PLACEMENT AND REMOVAL OF IMPROVEMENTS: Any equipment, supplies, or improvements constructed or placed on the property by LESSEE in accordance with a plan approved by the DISTRICT shall be removed by LESSEE at the termination of this LEASE. No trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of DISTRICT. Removable equipment and removable improvements placed on the Leased Premises by LESSEE which do not become a permanent part of the Leased Premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this LEASE, pursuant to Paragraph 26 below.

15. INSURANCE BY LESSEE: In consideration for the privilege herein granted, LESSEE shall not claim any damages from the DISTRICT in connection with or on account of, and as between the parties shall be solely responsible for, any injuries or

damages arising in or on the Leased Premises while being used by LESSEE and its agents, representatives, and employees. The DISTRICT does not warrant or represent that the Lease Premises are safe or suitable for the purpose for which LESSEE is permitted to use it, and LESSEE assumes all risks in its use. LESSEE, and any contractors and sub-contractors utilized by LESSEE pursuant to this LEASE, shall have public liability and workmen's compensation insurance in the amount of not less than one million dollars (\$1,000,000.00) and shall name DISTRICT as an additional insured on such policy or policies. LESSEE shall also provide for not less than thirty (30) days' prior written notice to DISTRICT in the event of cancellation thereof. LESSEE, prior to entering upon the subject Premises, shall provide to DISTRICT copies of said insurance policies or certificates of insurance showing conformity with this provision. LESSEE shall provide and keep in force such other insurance and in such amount as may from time to time be required by DISTRICT against such other insurable hazards as at the time are commonly insured against in the case of other premises similarly situated or similarly utilized.

It is specifically understood and agreed that in no event shall DISTRICT or any interest of DISTRICT in the Leased Premises or any portion thereof be liable for or subject to any construction lien or liens for improvements or work made by or for LESSEE; and this Agreement specifically prohibits the subjecting of DISTRICT's interest in the Leased Premises or any portion to any construction lien or liens for improvements made by LESSEE which LESSEE is responsible for payment under the terms of this Agreement. All persons dealing with LESSEE are hereby placed upon notice of this provision. All memoranda and short forms of this agreement which shall be recorded among any public records shall contain the provisions set forth above in this paragraph; provided, however, nothing contained in this sentence shall permit or authorize the recording of and memorandum or short form of this Agreement other than by DISTRICT.

16. **ADDITIONAL INSURANCE:** LESSEE shall require any third party contractors to maintain insurance in the amounts and types indicated above and shall furnish the DISTRICT copies of the Certificates of Insurance.



17. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay when due all liabilities that accrue to the Leased Premises and/or to the improvements thereon, including any and all ad-valorem taxes and drainage and special assessments or taxes of every kind and all construction liens which may be hereafter lawfully assessed and levied against the Leased Premises, resulting from LESSEE use of the Lease Premises for the purposes provided for herein.

18. NO WAIVER OF BREACH: The failure of DISTRICT to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this LEASE shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of DISTRICT of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing and signed by DISTRICT.

19. NON-DISCRIMINATION: LESSEE shall assure and certify that it will comply with Title IV of the Civil Rights ACT of 1964 (PL 88-352) as amended and, in accordance with that Act, shall not discriminate against any individual's race, color, creed, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the Leased Premises or upon lands adjacent to and used as an adjunct of the Leased Premises.

20. UTILITY FEES: LESSEE shall be responsible for payment of all charges for the furnishing of gas, electricity, water and other public utilities to the Leased Premises, if needed by LESSEE, and for having the utilities turned off when the Leased Premises are surrendered.

21. COMPLIANCE WITH LAWS: LESSEE agrees that this LEASE is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules and laws of the State of Florida or the United States or of any political subdivision or agency of either.

22. NOTICE: All notices given under this LEASE shall be in writing and shall be served by certified mail to the last address of the party to whom notice is to be

given, as designated by such party in writing. DISTRICT and LESSEE hereby designate their address as follows:

TO DISTRICT: Florida Inland Navigation District  
1314 Marcinski Road  
Jupiter, Florida 33477  
Attn: Executive Director

TO LESSEE: Sugar Cane Services, Inc.  
1797 Bacom Pt. Rd.  
Pahokee, Fl. 33476

Copies of all Notices shall also be delivered to the DISTRICT'S Project Manager.

23. BREACH OF COVENANTS, TERMS OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this LEASE, DISTRICT shall give written notice to LESSEE to immediately remedy such breach. In the event LESSEE fails to immediately remedy the breach to the satisfaction of DISTRICT upon receipt of written notice, or longer period if it is not capable of being immediately cured but LESSEE has commenced the cure, DISTRICT may either terminate this LEASE and recover from LESSEE all damages DISTRICT may incur by reason of the breach including, but not limited to, the cost of recovering the Leased Premises and attorney's fees; or maintain this LEASE in full force and effect and exercise all rights and remedies herein conferred upon DISTRICT.

24. DAMAGE TO THE PREMISES: LESSEE agrees that it will not do, or cause to be done, in, on, or upon the Leased Premises or as affecting said Leased Premises, any act which may result in damage or depreciation of value to the Leased Premises, or any part thereof. Any alterations to the property caused by the LESSEE shall be restored to their original conditions. DISTRICT SPECIFICALLY ADVISES LESSEE THAT A PORTION OF THE LEASED PREMISES ARE SUBJECT TO EASEMENTS FOR ELECTRICAL TRANSMISSION LINES AND UNDERGROUND GAS

TRANSMISSION LINES. LESSEE SHALL NOT OCCUPY OR USE SAID EASEMENT AREAS IN VIOLATION OF THE TERMS OF SAID EASEMENT OR IN ANY MANNER WHICH COULD DAMAGE THE UTILITY EQUIPMENT OR OTHERWISE CAUSE A DANGEROUS CONDITION. Copies of the easements are available upon request.

25. HAZARDOUS MATERIALS: LESSEE agrees that, during the term of this lease, it:

A. Shall keep or cause the Leased Premises to be kept free of hazardous wastes or substances. Specifically, the LESSEE shall not fuel any equipment, store fuel, store pesticides or other chemicals, or mix or transfer pesticides or chemicals on the Leased Premises.

B. Shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of LESSEE or any assignees, a release of hazardous wastes or substances onto the Leased Premises.

C. Shall comply with and ensure compliance by its employees and all others under its direction with all applicable federal, state, and local laws, ordinances, rules, and regulations.

D. The terms "hazardous waste", "hazardous substance", "disposal", "release", and "threatened release", if used in this lease, shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and recovery Act, 49 U.S.C. Section 6901 et seq., the Florida Resource and Management Act, Chapter 403, Florida Statutes, the Pollution, Spill, Prevention, and Control Act, Chapter 376, Florida Statutes, or any other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing.

E. Shall immediately provide DISTRICT with notice of any release or threatened release of hazardous waste within the Leased Premises, 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 within the Leased Premises.

F. Shall remove any hazardous waste or hazardous substances which exceed allowable levels in the ground or the groundwater within the Leased Premises, arising from LESSEE's use of the Leased Premises.

26. SURRENDER OF PREMISES: Upon termination or expiration of this LEASE, LESSEE, shall surrender the Leased Premises to DISTRICT. Upon termination or expiration of this LEASE, all structures permanently affixed to the land and all improvements made will become the property of the DISTRICT, provided, however, that if any structures are such, in the DISTRICT'S determination, that they can be moved without harm to the area where situated then the LESSEE may, within ten (10) days following termination of the LEASE, remove the same. Upon final termination, the property must be left in essentially the same condition as when it was first leased to the LESSEE, save for ordinary wear and tear, unless otherwise approved in writing by the DISTRICT.

27. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:

Fee title to the Leased Premises is held by DISTRICT. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the Leased Premises including, but not limited to, mortgages or construction liens against the Leased Premises or against any interest of DISTRICT therein.

28. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this LEASE shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

29. DUPLICATE ORIGINALS: This LEASE is executed in duplicate originals, each of which shall be considered an original for all purposes.

30. ENTIRE UNDERSTANDING: This LEASE sets forth the entire understanding between the Parties and shall only be amended with the prior written approval of the Parties.

31. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the Leased Premises and the improvements located thereon in a state of good condition, working order and repair including, but not limited to, keeping the Leased Premises free of trash or litter, meeting all building and safety codes in the location situated.

32. GOVERNING LAW: This LEASE shall be governed by and interpreted according to the laws of the State of Florida.

33. SECTION CAPTIONS: Articles, subsection and other captioned contained in this LEASE are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope or extent of intent of this LEASE or any provisions thereof.

34. INDEMNIFICATION: LESSEE shall indemnify, defend and hold harmless DISTRICT , its Board of Commissioners, officers and employees from and against any loss, damage, suit, action, liability, cost, expense or judgment arising out of or due to LESSEE's use or occupancy of the Leased Premises .

35. ATTORNEY'S FEES: In the event of any litigation arising out of or resulting from this LEASE, the venue of such litigation shall be had only in the state courts in Palm Beach County, Florida. The prevailing party in such litigation shall be entitled to its costs and reasonable attorney's fees (at trial, appellate, and post-judgment proceeding levels).

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

Signed, sealed and delivered  
in the presence of:

(1) \_\_\_\_\_  
\_\_\_\_\_  
(Typed or Printed Name)

(2) \_\_\_\_\_  
\_\_\_\_\_  
(Typed or Printed Name)

Signed, sealed and delivered  
in the presence of:

(1) \_\_\_\_\_  
\_\_\_\_\_  
(Typed or Printed Name)

(2) \_\_\_\_\_  
\_\_\_\_\_  
(Typed or Printed Name)

DISTRICT:

FLORIDA INLAND NAVIGATION DISTRICT

By: \_\_\_\_\_  
Mark Crosley, Executive Director

LESSEE:

SUGAR CANE SERVICES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## ALCALDE &amp; FAY

GOVERNMENT &amp; PUBLIC AFFAIRS CONSULTANTS

February 3, 2017

**MEMORANDUM**

**TO:** Mark Crosley, Executive Director  
Janet Zimmerman, Assistant Executive Director

**FROM:** Jim Davenport

**SUBJECT: Federal Legislative Report**

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**MEETINGS WITH NEW MEMBERS OF FIND'S CONGRESSIONAL DELEGATION**

On February 1, Skip Bafalis and I met with Representative Brian Mast (R-FL), whose seat was previously held by Patrick Murphy, and John Rutherford (R-FL), whose seat was held by Ander Crenshaw, to introduce the firm to them and tell them a little bit about the issues that we will be discussing with them. I also attended a meeting with Representative Al Lawson's (D-FL) Policy Director, to introduce him to FIND. Rep. Lawson's seat was previously held by Rep. Corrine Brown.

**FY 2017 FUNDING FOR THE INTRACOASTAL WATERWAY**

Yesterday, we met with Stacey Brown at the Army Corps of Engineers to get a general sense of the Corps process for allocating FY 2017 funding under the current Continuing Resolution. The Corps will continue to fund ongoing projects, but not necessary those that are funded by line item mini pots, until an omnibus appropriations bill is passed or another CR is passed in the spring. In essence, the Corps is in a bit of a holding pattern until FY 2017 appropriations are resolved.

On a positive note, the House Rules Committee is planning hearings to discuss bringing back congressionally-directed spending (i.e. earmarks). During our meetings with the new members mentioned above, many of them expressed a positive reaction to having the ability to direct spending to public projects.

**MAGNUSON STEVENS ACT INTRODUCED IN THE HOUSE**

Congressman Don Young (R-AK) has reintroduced a Magnuson Stevens Reauthorization Act (H.R. 200) in the House. We plan to look for opportunities to add our language to

the bill that would exempt maintenance dredging activities from compensatory mitigation.

At the beginning of this Congress, Rep. Daniel Webster (R-FL) was named as a member of the House Resources Committee and also a member of the Water, Power and Oceans Subcommittee, which has jurisdiction over Magnuson Stevens. Rep. Webster represents the 11<sup>th</sup> District, which includes the counties of Marion, Citrus, Hernando, Sumter and Lake. We have worked with him since he came to Congress in 2011 and plan to discuss FIND's issue with his staff very soon. We have asked to meet with him during your trip to Washington as well. In addition, Freshman Florida Congressman Darren Soto (D-FL), representing Osceola County are part of Orange County, also secured a spot on Resources. I met Congressman Soto and his staff this week, and briefly told them about the issue.

We will continue to keep you apprised of our efforts.

# A Blueprint to Rebuild America's Infrastructure

## Creating Over 15 Million New Jobs

---



**\$210B** to repair crumbling **Roads and Bridges**, saving the average American family over \$1,700 a year.

**2.7M New Jobs**

**\$110B** to modernize **Water & Sewer** systems without burdening local ratepayers.

**2.5M New Jobs**



**\$180B** to replace & expand **Rail and Bus Systems**, making the daily commute safer & cheaper for millions of Americans.

**2.5M New Jobs**

**\$200B** for a new **Vital Infrastructure Program (VIP)** to get major projects moving.

**2.6M New Jobs**



**\$75B** to rebuild **America's Schools**, ensuring our next generation learns in a State-of-the-Art Environment without raising local property taxes.

**975,000 New Jobs**

**\$65B** to modernize **America's Ports, Airports, & Waterways** helping move people and goods, and building more resilient communities.

**845,000 New Jobs**



**\$100B** in new funding to build 21st century **Energy Infrastructure**, upgrade our failing power grid, and lower electric bills.

**1.3M New Jobs**

**\$20B** in funding to **Expand Broadband** access to millions of Americans.

**260,000 New Jobs**



**\$20B** to address infrastructure backlogs on **Public & Tribal Lands**.

**260,000 New Jobs**

**\$10B** to construct new **VA Hospitals & Extended Care Facilities** for our nation's heroes.

**130,000 New Jobs**



**\$10B** to support **New Innovative Financing** tools aimed at increasing infrastructure investment.

**1.3M New Jobs**