



1 Navigation District Assistance Program 2016 grant award per  
2 Resolution 2017-011.

3  
4 **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE**  
5 **OF PALMETTO BAY, FLORIDA, THAT:**

6  
7 **Section 1.** The Village Manager is hereby authorized to enter  
8 into contract negotiations with Stantec Consulting Services, Inc. for  
9 design and permitting services required for the Thalatta Estate Pier and  
10 Shoreline Stabilization Project.

11  
12 **Section 2.** Funding in the amount of \$100,000 has been  
13 allocated from the FY2016-2017 Capital Improvement Program to cover  
14 the cost of services provided by Stantec Consulting Services, Inc.; of  
15 which up to 50% or \$50,000 shall be reimbursed to the Village through  
16 the grant award from the Florida Inland Navigation District Assistance  
17 Program 2016 upon completion of the design and permitting process.

18  
19 **Section 3.** This Resolution shall take effect immediately upon its  
20 adoption.

21  
22 **PASSED and ADOPTED** this 7th day of May, 2018.

23  
24 Attest:

25  
26  
27 DocuSigned by:  
28 *Missy Arocha*  
29 6EDC211E5E8C48C  
30 Missy Arocha  
31 Village Clerk

32  
33 DocuSigned by:  
34 *Eugene Flinn*  
35 3B8854AD569F494  
36 Eugene Flinn  
37 Mayor

38  
39 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE**  
40 **USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY,**  
**FLORIDA ONLY:**

41  
42 DocuSigned by:  
43 *Dexter W. Lehtinen*  
44 1B1D06E71321445...  
45 Dexter W. Lehtinen  
46 Village Attorney

1	<b>FINAL VOTE AT ADOPTION:</b>	
2		
3	Council Member Karyn Cunningham	<u>YES</u>
4		
5	Council Member David Singer	<u>YES</u>
6		
7	Council Member Larissa Siegel Lara	<u>YES</u>
8		
9	Vice Mayor John DuBois	<u>YES</u>
10		
11	Mayor Eugene Flinn	<u>YES</u>

Village of Palmetto Bay



# Design Plans for Thalatta Park Pier and Shorline Stabilization

RFQ/P NO: 1718-12-003

December 28, 2017



# Title Page

## Village of Palmetto Bay

Design Plans for Thalatta Park Pier and Shoreline Stabilization

RFQ/P No. 1718-12-003

### Submitted by

Stantec Consulting Services Inc.

901 Ponce de Leon Boulevard, Suite 900

Coral Gables, Florida 33134

Tel. (305) 445-2900

### Contact Person

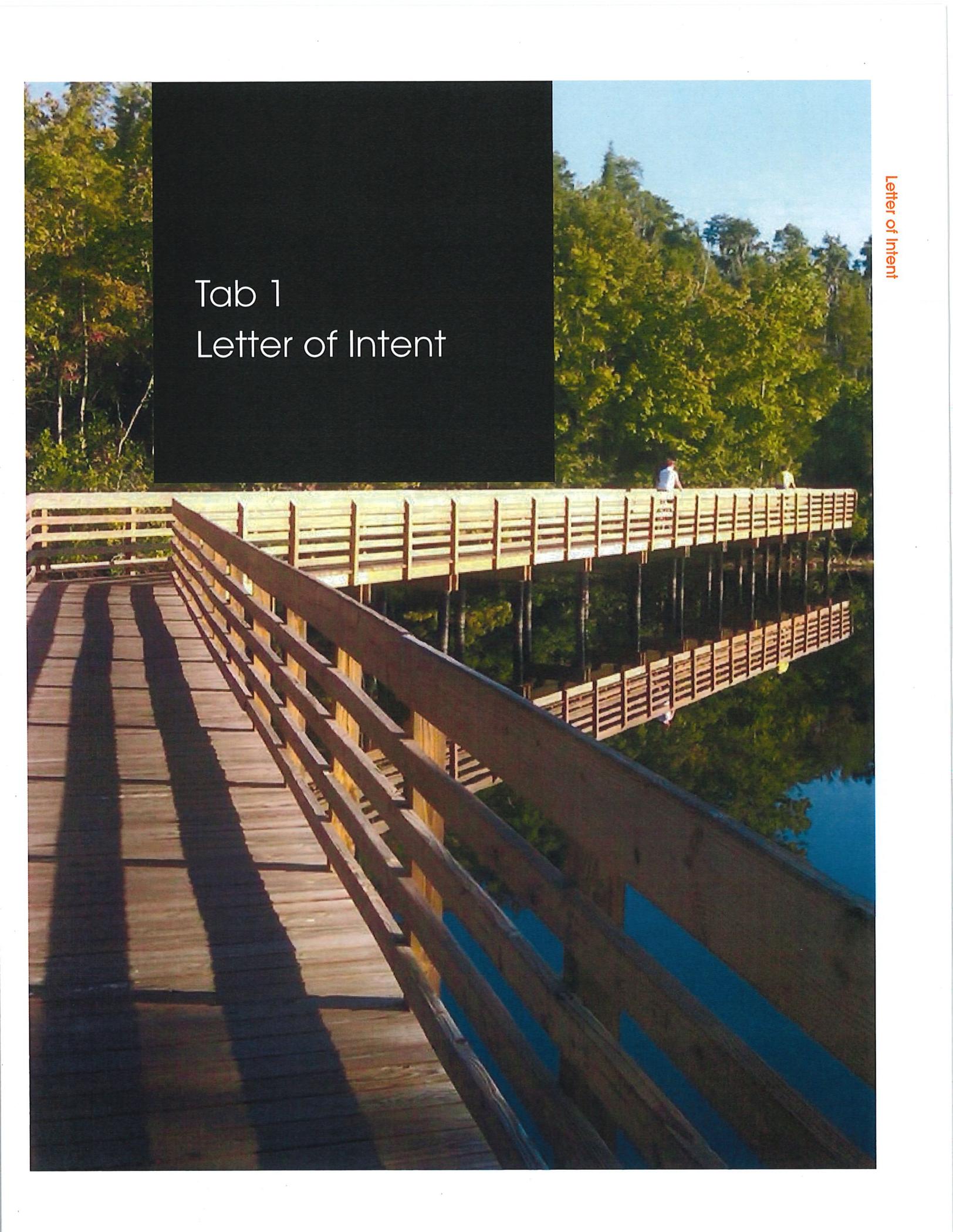
Sean Compel, PE, LEED AP, Project Manager

### Email

sean.compel@stantec.com

### Due Date

December 28, 2017 at 3:00 p.m.



Tab 1  
Letter of Intent

# Letter of Intent



**Stantec Consulting Services Inc.**  
901 Ponce de Leon Boulevard, Suite 900  
Coral Gables, Florida 33134

December 22, 2017

Village of Palmetto Bay  
9705 East Hibiscus Street  
Palmetto Bay, Florida 33157

Reference: Design Plans for Thalatta Park Pier and Shoreline Stabilization  
RFQ No. 1718-12-003

Attention: Missy Arocha, Village Clerk

Dear Ms. Arocha,

What kind of team does it take to provide you with the right combination of enthusiasm, qualifications, and experience for this contract? It takes a team that works together and is driven to achieve. At Stantec, we collaborate across disciplines and industries to bring projects to life. We are ready to be your project partner and meet your needs in a creative and personalized way.

Stantec Consulting Services Inc. (Stantec), is pleased to submit our qualifications to provide professional services to design plans for Thalatta Park Pier and Shoreline Stabilization. Stantec is an international, multi-disciplinary firm with hundreds of offices and thousands of employees. But most important to the Village of Palmetto Bay, we have the right people with the right skills to make your project a reality.

Having worked with the Village of Palmetto Bay and with extensive experience in South Florida, our Team's staff stands ready to continue our strong relationship with the Village. As you read through our submission, you will gain an understanding of how Stantec Consulting Services Inc. is uniquely qualified to successfully continue to service the Village. We are eager and excited to continue providing the Village of Palmetto Bay with our Professional Services.

Stantec's in-house design team includes civil and structural engineering, along with architectural services, environmental, and construction engineering and inspections. Rounding out our team, we have included sub-consultants providing surveying and mapping, and geotechnical services. Our complete team has extensive experience in the planning, design and rehabilitation of every type of public facility. **We are fortunate to have been awarded hundreds of similar contracts for various public sector agencies throughout South Florida, and many more around the globe.** The success of these contracts has provided Stantec with a clear understanding of these services, and knowledge that we must remain on call and provide immediate response for the needs at hand. In fact, the public sector has comprised well over 95% of our local work load over the last 29 years. It is our Coral Gables office's "bread and butter" and we take great pride in that.

Stantec has been providing engineering and architectural services to municipalities for over 63 years – and in South Florida for over 29 years. We have experience in all related service areas described in the RFQ and we are particularly familiar with the design criteria and standards used within each required discipline. Our experience with agencies at every level ensures **every project is delivered on-time and within budget**. These agencies include the State of Florida Department of Transportation, Miami-Dade County Public Works Department, Miami-Dade County Department of Environmental Resources Management, Miami-Dade County Water and Sewer Department, the State of Florida Department of Health, the State of Florida Department of Environmental Protection and the South Florida Water Management District. Additionally, our team is very familiar with the applicable ordinances of the Village of Palmetto Bay.

It is important to note that the experience of a Consulting Firm is only relevant if the right team members are assigned to the project. In this case, our assigned personnel have been personally responsible for all of the firm's relevant experience. I will be assigned as Project Manager to run the project. I was directly responsible for the relevant projects described in this proposal and understand the intricacies of these kinds of facilities. Terrance Glunt, PE, LEED AP will be the Principal in Charge on the contract and was also intimately involved with the relevant experience projects. Terrance and I have worked together for over fifteen years and have been the lead designers on numerous similar projects.

Augmenting our in-house talent, we have strengthened our team by adding sub-consultants to help bring very specific knowledge to our group. Those firms include:

- Longitude Surveyors, LLC. - Surveying and Mapping
- Nutting Engineers of Florida, Inc. - Geotechnical Engineering

We have worked with each of these firms on many projects, currently, and in the past. Each is dedicated to the team and has shown to be a valuable resource in all aspects of their work.

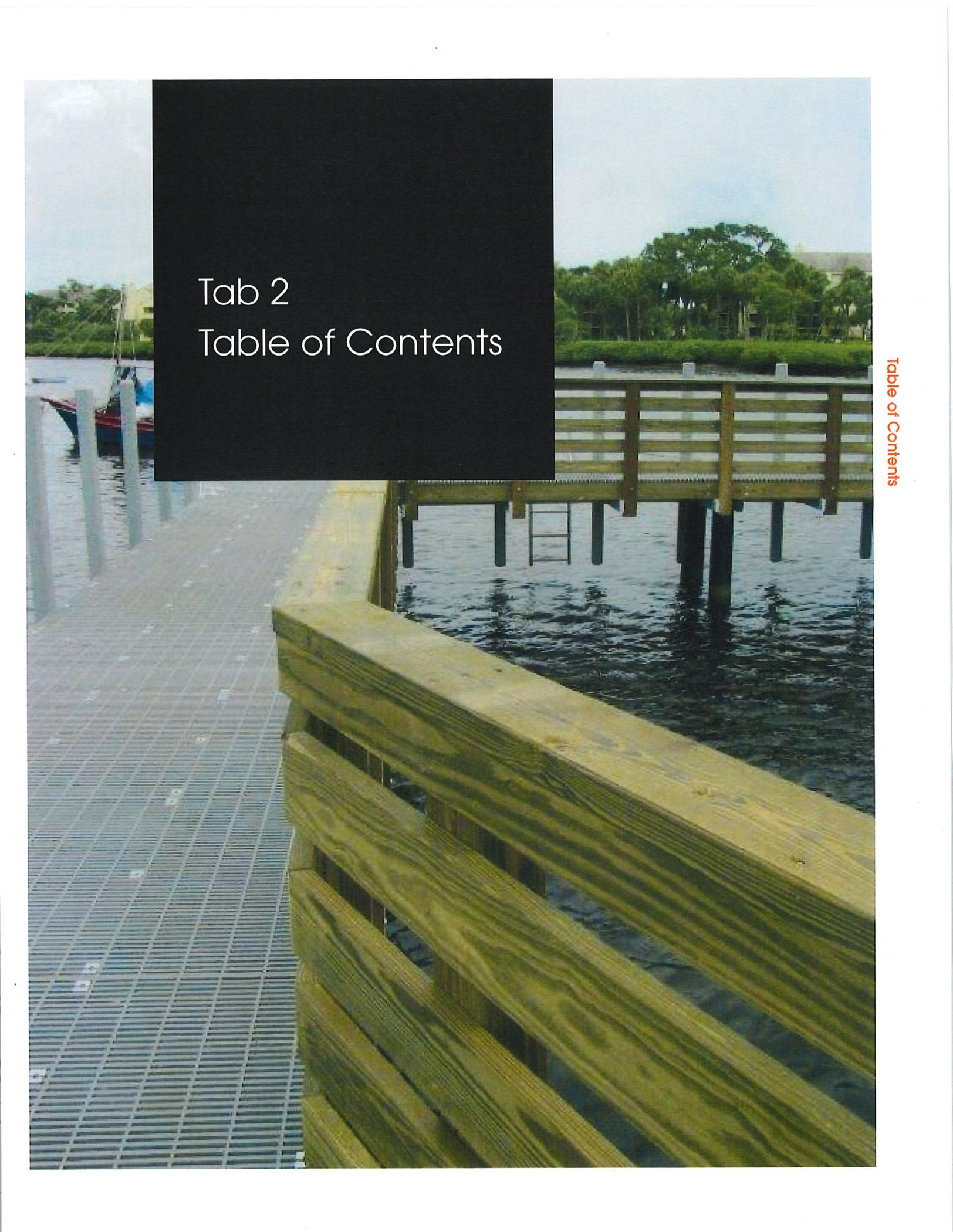
Terrance Glunt, PE, LEED AP our Principal in Charge a for this contract, is legally authorized to negotiate and execute the contract on behalf of our firm, as well as make representations for our firm during the evaluation phase. Terrance can be reached via email at [tery.glunt@stantec.com](mailto:tery.glunt@stantec.com), or at the Coral Gables office via phone at 305.445.2900. Terrance and Sean are both extremely familiar with this type of contract and have a true understanding of what it takes to exceed the Village's goals. They have both personally worked on Village of Palmetto Bay projects for a combined 20 years. Sean will act as a single point of contact to ensure that the right personnel are assigned to the project and have the resources necessary to be successful. Sean can be reached via email at [sean.compel@stantec.com](mailto:sean.compel@stantec.com) or via phone at (305) 445-2900.

We thank you for the opportunity to submit this proposal. Our team has the commitment, expertise, and capacity to deliver multiple complex projects at the same time. We see this as an opportunity to continue a long-term relationship and commitment to the Village of Palmetto Bay. You have our personal assurance that your project will receive the energy and attention it deserves.

Respectfully,



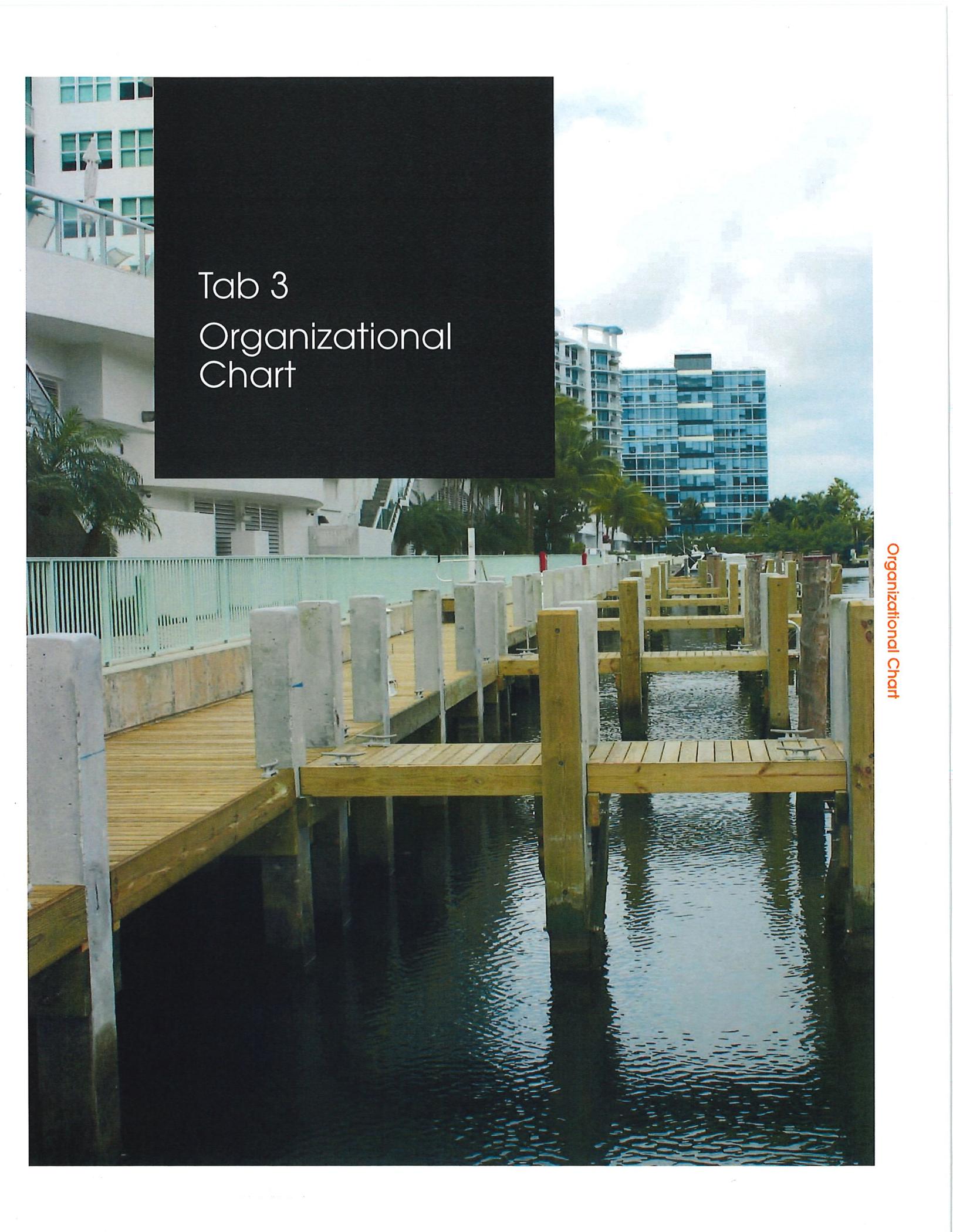
Sean Compel, PE, LEED AP  
Project Manager



Tab 2  
Table of Contents

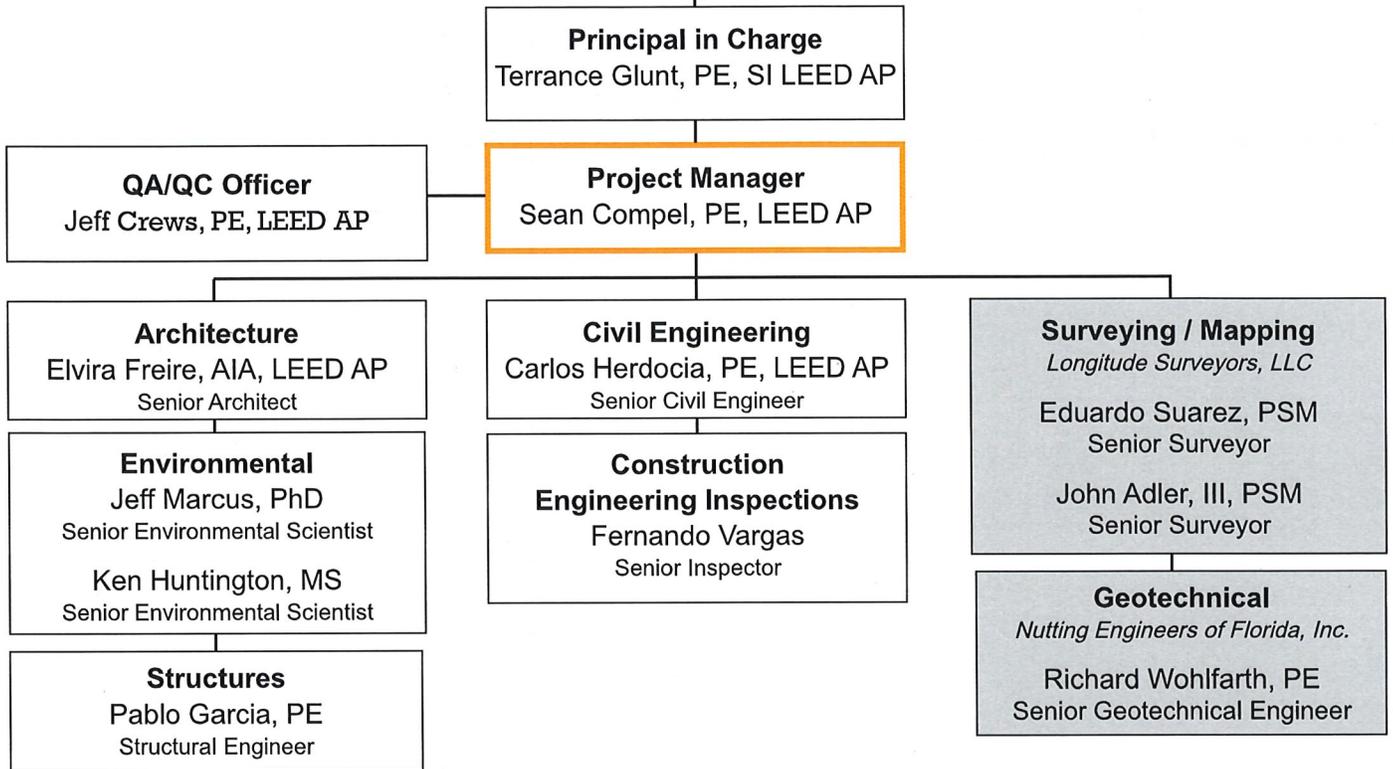
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Tab 3  
Organizational  
Chart

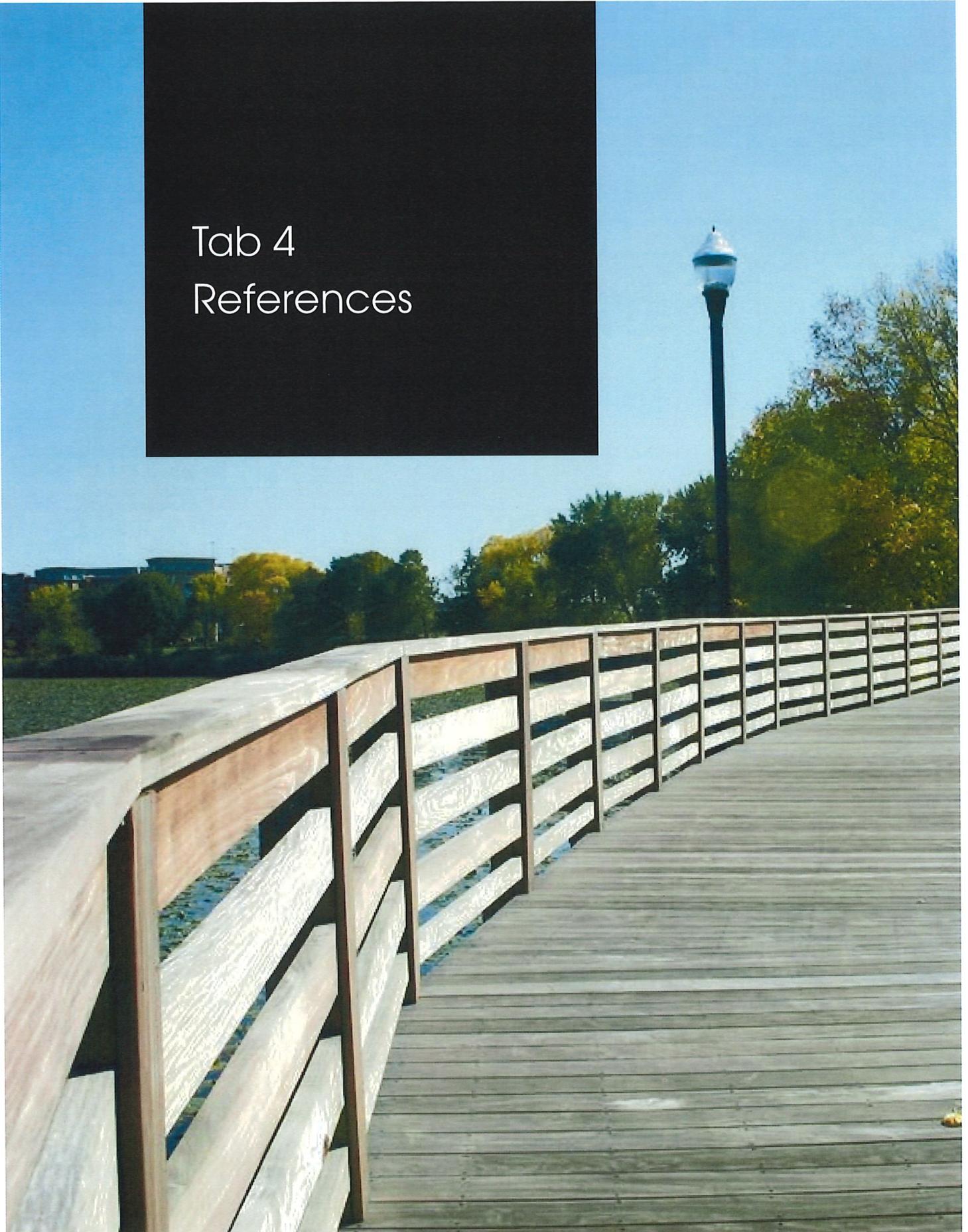
# Organizational Chart



## STAFF EXPERIENCE AND SPECIALTIES

Team Member	Availability	Years of Experience	Civil Engineering	Permitting	Pier Design	Boat Launch	Seawall	Architecture	Surveying & Mapping	Bid Assistance	Bathymetric Surveys	Geotechnical	Construction Administration
Terrance Glunt, PE	50%	41	●	●	●	●	●			●		●	●
Sean Compel, PE	50%	16	●	●	●	●	●			●		●	●
Jeff Crews, PE	10%	29	●	●	●	●	●					●	●
Elvira Freire, AIA	50%	23		●	●			●		●			
Carlos Herdocia, PE	70%	30	●	●	●	●				●			●
Jeff Marcus, PhD	50%	36		●							●		
Ken Huntington, MS	60%	36		●							●		
Pablo Garcia, PE	60%	7			●		●						●
Fernando Vargas	70%	12		●			●		●				●
Eduardo Suarez, PSM	70%	30											
Richard Wohlfarth, PE	70%	25										●	

Tab 4  
References



# References

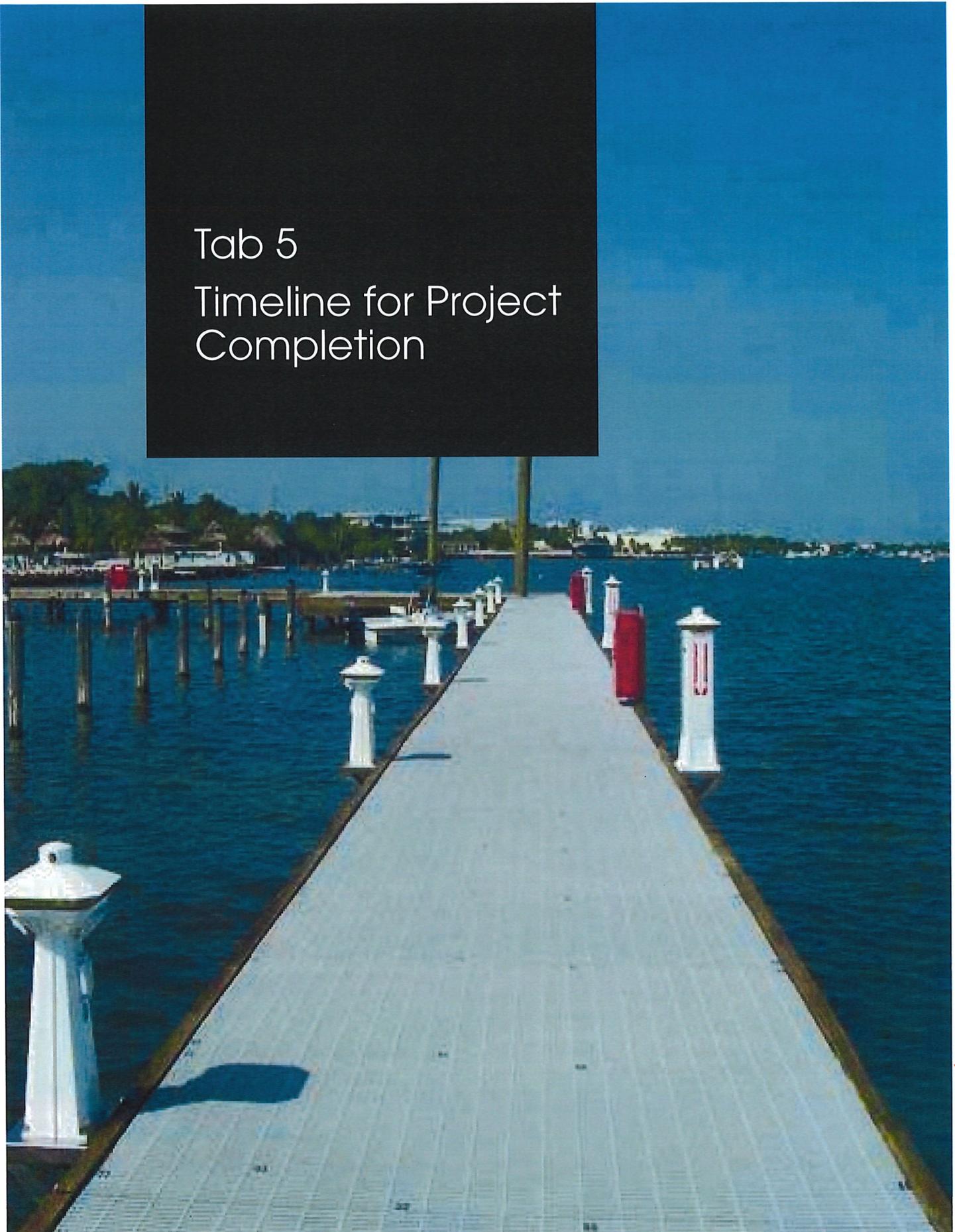
## PREVIOUS SIMILAR JOBS

Project Name	Project Description	Client Contact
<p><b>Waterway Park</b> Palm Beach County, FL</p> 	<p>Our company was selected to provide planning, design and permitting services for this 15 acre park in NE Palm Beach County on the Intracoastal Waterway. The park facility included a boat ramp and parking for 60 vehicles with boat trailers, boardwalk and fishing docks, floating dock staging piers, seawall and erosion measures, a restroom building, environmental educational kiosks, roadway and utility infrastructure, and mitigation areas for mangrove, seagrasses and gopher tortoise habitat. The project had access issues with adjacent properties and required the design and permitting for a dedicated entrance via FDOT turn lane off of Indiantown Road. Legal requirements necessitated a re-plat of the properties as well as some land transactions between the client and the adjacent property owners. Environmental permitting included a full ERP permit through South Florida Water Management District, Florida Department of Environmental Protection and the Army Corps of Engineers, along with Coast Guard and FIND approvals. Other permits included site plan approval through Palm Beach County and the Town of Jupiter, ERM tree removal and relocation permits, utility permits for water and sewer and FDOT permit for the turn lane.</p>	<p>Palm Beach County Capital Improvements</p> <p>Dave Dolan, Project Manager (561) 233-0200</p> <p>Karen Arndt, Project Manager (561) 233-0208</p> <p>Construction Cost: \$5.2 Million</p>
<p><b>Tamarac Veterans Park Boat Ramp and Staging Docks</b> Tamarac, FL</p> 	<p>Stantec was contracted by the City of Tamarac to design and permit a new boat launch staging facility with two picnic shelters within the C-14 canal right of way in Tamarac, Florida. Our services consisted of providing structural and civil engineering drawings along with obtaining a right of way permit from South Florida Water Management District and Army Corps approval. In addition to the permit and construction drawings, Stantec provided special inspection services during the concrete pile installation.</p>	<p>City of Tamarac</p> <p>John Doherty, City Engineer (954) 597-3700</p> <p>Construction Cost: \$450,000</p>
<p><b>Burt Reynolds Staging Docks - Boat Ramps</b> Palm Beach, FL</p> 	<p>Our company provided engineering design and permitting for this 300 foot dock extension at the west side boat ramp complex in Jupiter, Florida. Originally, the complex involved a much larger dock system, but was reduced in scope due to ownership issues with submerged lands and sovereign waters of the State of Florida. We applied for and received permits from South Florida Water Management District, Florida Department of Environmental Protection and the Army Corps of Engineers but with restrictions on dock width and height in accordance with the ACOE design guidelines. An exception was applied for and received for a variation to the design allowing it to match that of the existing docks. Permitting also included site plan approval from the Town of Jupiter as well as engineering permits for the structural design. Dock construction involved wood piers and framing with fibergrate decking for seagrass mitigation.</p>	<p>Palm Beach County Parks &amp; Recreation</p> <p>Karen Arndt, Project Manager (561) 233-0208</p> <p>Construction Cost: \$225,000</p>
<p><b>Flamingo Park</b> Cooper City, FL</p> 	<p>Flamingo park is a new 15 acre complex for Cooper City Florida. The park will have 4 artificial turf soccer fields with a supporting restroom and concession building. A second major element of the park will be a passive park including a pathway and picnic facilities surrounding a lake and wetlands mitigation area complete with fishing dock. The park will also have a playground, picnic pavilions, maintenance building, parking, bleachers and exercise equipment. Stantec performed planning and programming services in producing the master plan for the project. Stantec further developed the master plan to perform Civil Engineering and Architectural Services for the project.</p>	<p>City of Cooper City</p> <p>Michael Bailey, PE Utilities Director (954) 434-5519</p> <p>Construction Cost: \$6.3 Million</p>

PREVIOUS SIMILAR JOBS

Project Name	Project Description	Client Contact
<p><b>Atrium Marina Fishing Dock</b> Aventura, FL</p> 	<p><b>R</b>esidential marina featuring 22 high-end, live-aboard boat slips for condominium complex. Marina included concrete seawall and cap, timber dock and pier construction, mooring piles, water, electrical, communication, and fire line services. ADA accessibility was provided.</p>	<p>GM Atrium, LLC Steve McMahon (305) 933-0782</p> <p>Construction Cost: \$750,000</p>
<p><b>Boynton Beach Mangrove Park Boardwalk Study</b> Boynton Beach FL</p> 	<p><b>S</b>tantec prepared a forensic study of the Mangrove Park Boardwalk facility. The boardwalk is an elevated metal boardwalk that meanders through a mangrove forest along the Intracoastal waterway in the City. The facility is about 15 years old and the City had recently identified an isolated area requiring repair due to a failed member. Stantec performed a study of the entire structure that included historical research, field investigation, structural evaluation of the design as well as the current condition, identification of problem areas and current permitting status with impacts on repair methods. The study indicated that well over 50% of the structure has degraded to less than half of its life expectancy. Various repair schemes were provided ranging from isolated repairs of specific members to long term repairs and a maintenance program intended on bringing the boardwalk system back to current Code condition. Cost estimates were provided for each repair methodology.</p>	<p>City of Boynton Beach</p> <p>Kevin Ramsey, Project Manager (561) 742-6986</p> <p>Construction Cost: \$16,850</p>
<p><b>Harvey C. Oyer Park Fishing Dock Study</b> Boynton Beach, FL</p> 	<p>Stantec provided forensic services to evaluate the existing structural condition of the fishing docks at Oyer Park in the City of Boynton Beach, Florida. The docks are situated on the west side of the ICWW in Lake Worth Lagoon and were built to provide recreational fishing from three tee shaped finger piers running off of a longitudinal marginal dock. The study provided an analysis of the docks as well as recommendations for repairs and replacement of critical components. A life cycle analysis was provided along with cost estimates for repairs to substructure, decking, railings and pile rehabilitation. The City used the study to develop a program for complete upgrade under their Parks General Fund.</p>	<p>City of Boynton Beach</p> <p>Kevin Ramsey, Project Manager (561) 742-6986</p> <p>Professional Fees: \$900,000</p>
<p><b>Pelican Harbor Marina Docks</b> Miami-Dade, FL</p> 	<p><b>W</b>e were selected for the engineering design, permitting and construction administration for the renovation of this public marina. The watermain, electrical, and fire protection piping were all replaced due to heavy corrosion and deterioration. New utility pedestals were installed to allow each slip to access water and electrical hook ups. New lighting was installed at the fuel dock, a very busy area at this marina. Extensive structural repairs to the existing pile caps were also completed and the deck of Pier A was completely replaced with pre-stressed double tees. The work was all completed while the marina remained open and operational. The success of this project was made possible with help from the dock master to move boats as work was completed in 4 phases. Miami-Dade Parks was very happy with the completion of this project.</p>	<p>Miami-Dade Parks, Recreation and Open Spaces</p> <p>Byron Dowell, Construction Manager II (305) 755-7810</p> <p>Construction Cost: \$2.1 Million</p>
<p><b>Crandon Park Marina</b> Miami-Dade, FL</p> 	<p><b>O</b>ur company served as the Design Build Criteria Consultant for Miami-Dade County for the reconstruction of the Marina Facilities at the Crandon Park Marina. Design services included the full design of all civil components and the design build criteria for the foundation design of four floating piers subject to storm surge and hurricane force winds. As part of the design our engineers prepared a Wind/Wave Study in accordance with the USACOE Shore Protection Manual and developed criteria for piling system and scour countermeasures to resist the hurricane induced wave forces on the floating piers.</p>	<p>Miami-Dade Parks, Recreation and Open Spaces</p> <p>Vincent Flick Former Project Manager, now with WASD (305) 274-9272 (786) 552-8883</p> <p>Construction Cost: \$2.5 Million</p>

Tab 5  
Timeline for Project  
Completion



# Timeline for Project Completion

Due to our extensive experience with these types of projects, Stantec stands ready to proceed quickly on any project provided to us by the Village. Considering our experience and familiarity with projects of this type, we believe we are in a position to move as quickly as anyone could on any task. Stantec's planning, programming and design process is structured with particular attention to cost & time management and budget control to guarantee the budget and time allocation for each project. We hold an ISO 9001 Quality Management certification. To meet this certification, all projects are subject to our 9-point project management framework.

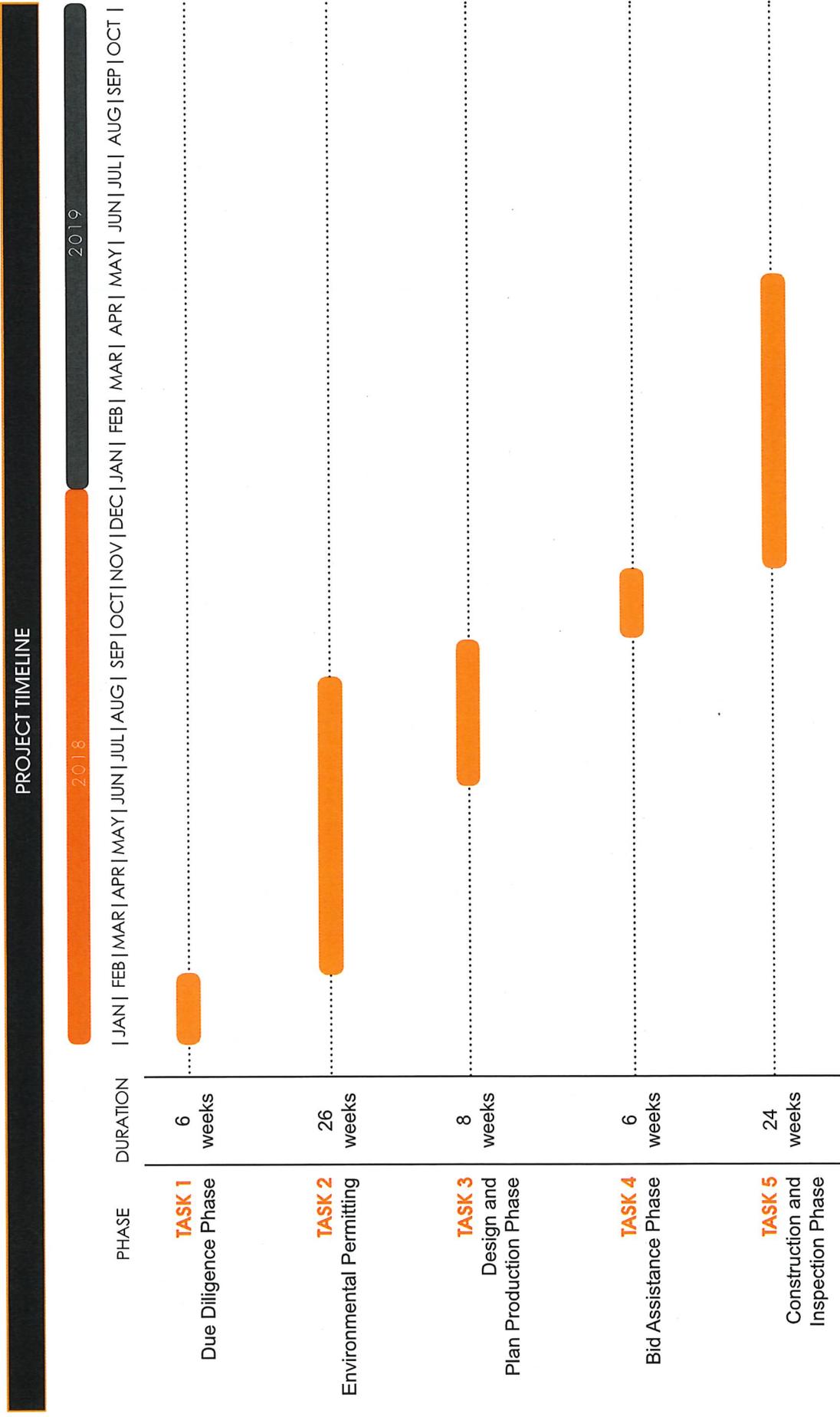
We understand how critical schedules are. Maintaining a project on schedule begins with understanding the key issues that drive it, and developing contingency plans to control it. The primary purpose of the project schedule is to provide a full accounting of all relevant activities and phases as well as the proper sequencing of project related events such that the project is delivered on schedule. We feel confident we can meet the Village's project schedules because of our varied background of this kind. Following are some of the ways we propose to control the project schedule:

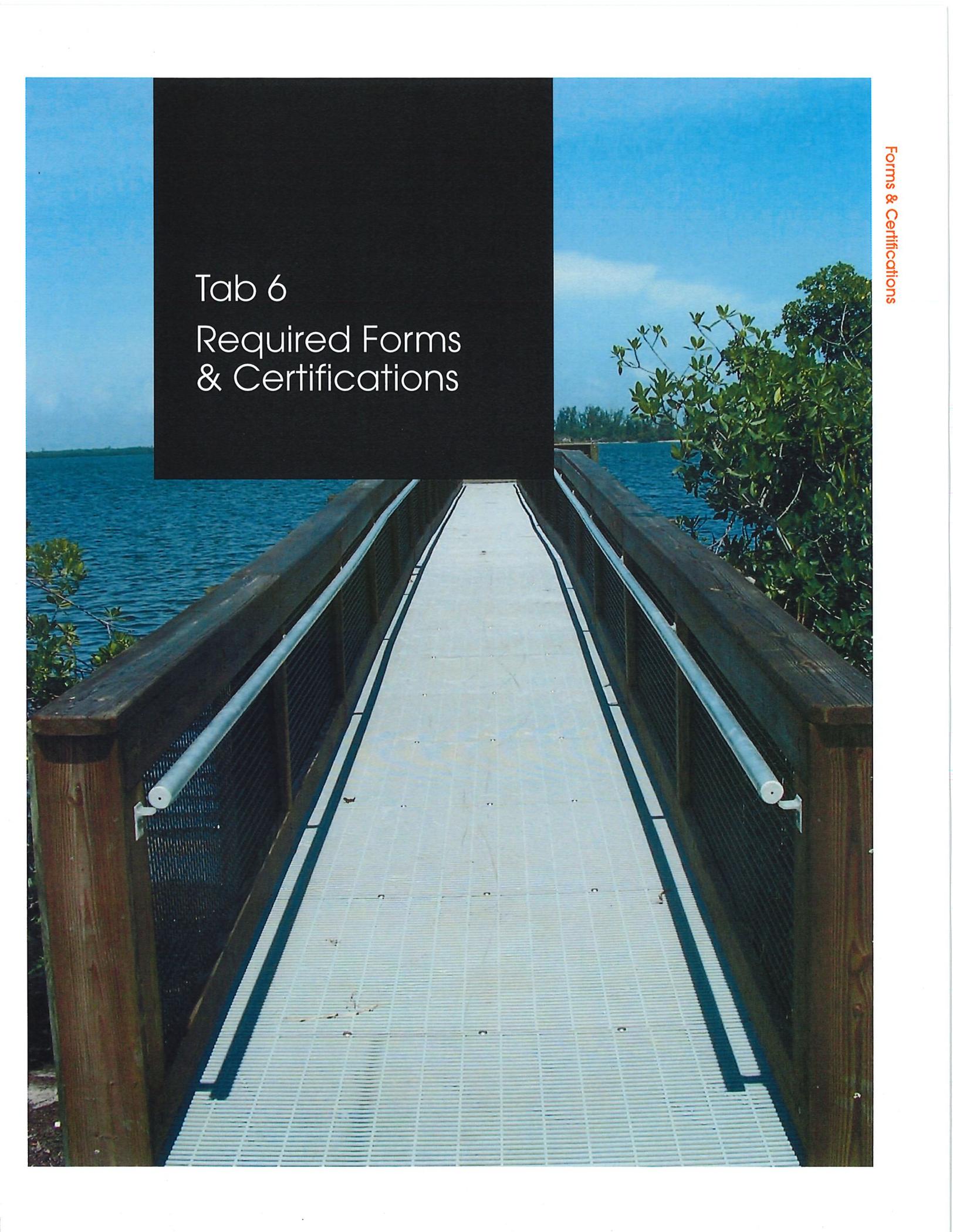
- Accelerate non-critical path activities to compensate for unforeseen delays later on
- Meet with Village's staff, public officials, and key community members ahead of time for consensus on key project issues
- Pro-active Project Management Plan (PMP)
- Clear understanding of Scope of Services ensures schedule is created correctly from the beginning
- Seek alternative project delivery methods

We believe that the Stantec Team has the experience and knowledge in planning and designing public and private projects that no other firm can match. We are confident that we can successfully fulfill and execute the requirements of this contract and meet the Village's expectation for budget and schedule.

We work with you to develop effective working relationships, to understand and articulate expectations, to provide adequate contingencies in both project budgets and scheduling, and to establish critical milestones and decision-making strategies. We will work as an integrated team to ensure that your project runs smoothly—on time and on budget.

The following project schedule was developed based on the project tasks and deliverables outlined in the RFQ Scope of Services. Please note that permitting timelines are out of our control and are only an estimate.





Tab 6  
Required Forms  
& Certifications

# Required Forms

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

**SECTION 6.0 VILLAGE REQUIRED RESPONSE SUBMITTAL FORMS  
PROPOSAL SUBMITTAL SIGNATURE FORM**

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the contract by the Village.

The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the firm acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. 1 Dated 12/04/2017 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. 2 Dated 12/11/2017 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Stantec Consulting Services Inc.

Company Name

(305) 445-2900 (305) 445-3366 sean.compel@stantec.com

Telephone # Fax # E-mail

10160-112 Street

Main Office Address

Edmonton AB CA T5K 2L6

City State Zip Code

901 Ponce de Leon Boulevard, Suite 900

Address of Office Servicing Village of Palmetto Bay, if different than above

Coral Gables Florida 33134

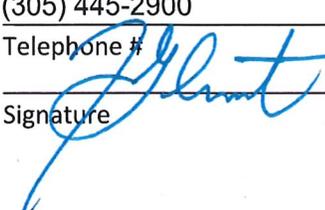
City State Zip Code

Terrance Glunt, PE, SI, LEED AP, Principal

Name & Title of Firm Representative

(305) 445-2900 (305) 445-3366 tery.glunt@stantec.com

Telephone # Fax # E-mail

 December 21, 2017

Signature Date

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

**DRUG FREE WORKPLACE FORM**

The undersigned Consultant in accordance with Florida Statute 287.087 hereby certifies that Stantec Consulting Services Inc. does:  
(Company Name)

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

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

Signature of Official: 

Name (typed): Terrance Glunt, PE, SI, LEED AP

Title: Principal

Consultant: Stantec Consulting Services Inc.

Date: December 21, 2017

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

- A. Consultant warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.
- B. Consultant warrants that they have read, understand and are willing to comply with all of the requirements of the RFQ/P and the addendum/ addenda nos.
- C. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.
- D. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
- E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Consultant has not, and will not; pay a fee the amount of which is contingent upon the Village awarding this contract. Consultant warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Consultant acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Consultant, if the Consultant is chosen for performance of the contract.

Signature of Official: 

Name (typed): Terrance Glunt, PE, SI, LEED AP

Title: Principal

Consultant: Stantec Consulting Services Inc.

Date: December 21, 2017

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

**NON-COLLUSIVE AFFIDAVIT**

State of Florida

SS:

County of Miami-Dade

Terrance Glunt, PE, SI, LEED AP being first duly sworn, deposes and says

that:

(1) He/she is the, (Principal Owner, Partner, Officer, Representative or Agent) of:

Stantec Consulting Services Inc. the Consultant that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Consultant or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Consultant or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered

In the presence of:

By: 

Terrance Glunt, PE, SI, LEED AP (Printed Name)

Principal (Title)

Continued on the following page

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

ACKNOWLEDGMENT

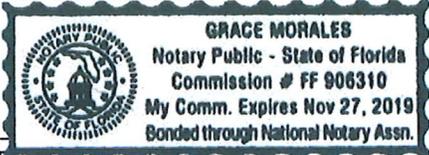
State of Florida

County of Miami-Dade

On this 21st day of, 2017, before me, the undersigned Notary Public of the State of Florida personally appeared Terrance Glunt, PE, SI, LEED AP and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Grace Morales  
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC  
SEAL OF OFFICE:

(Name of Notary Public. Print, Stamp or Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

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

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

By Terrance Glunt, PE, SI, LEED AP

For Stantec Consulting Services Inc.

Whose business address is: 901 Ponce de Leon Boulevard, Suite 900, Coral Gables, Florida 33134

And (if applicable) its Federal Employer Identification Number (FEIN) is: 11-2167170

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # \_\_\_\_\_ )

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United States and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

A. A predecessor or successor of a person convicted of a public entity crime; or

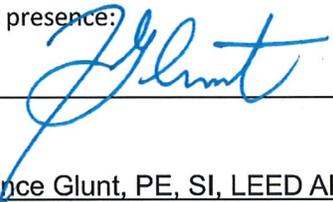
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered

In the presence:

By: 

Terrance Glunt, PE, SI, LEED AP (Printed Name) Principal (Title)

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 21st day of, 20 17, before me, the undersigned Notary Public of the State of Florida personally appeared Terrance Glunt, PE, SI, LEED AP and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:



(Name of Notary Public: Print, State as commissioned.)

- Personally known to me, or
- Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

**STATEMENT OF ORGANIZATION**

Proposer must state whether he/she is an individual, partnership, corporation or joint venture. Partnerships shall show the names, titles, and original signature of all partners with authority to bind the company. Corporations must be signed in the name and with the seal of the corporation, followed by the original signature and title of the person authorized to bind the corporation. Each joint venture shall be required to sign for each individual, partnership and corporation that is a party to the joint venture

If the Bidder is an **INDIVIDUAL**: N/A

Individual's Name: \_\_\_\_\_

D/B/A: \_\_\_\_\_

Signature: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

If the Bidder is a **PARTNERSHIP and Limited Liability Company** (Provide names and signatures partners that are authorized to bind the company): N/A

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

Partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Partner: \_\_\_\_\_

Signature: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

(Attach additional sheets if necessary)

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/PH 1718-12-003

If the Bidder is a **CORPORATION**:

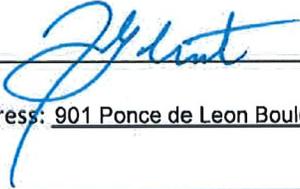
Corporation Name: Stantec Consulting Services Inc.

State of Incorporation: New York CORPORATE SEAL

Name/Title of person authorized to bind: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title of person authorized to bind: Terrance Glunt, PE, SI, LEED AP, Principal

Signature: 

Business Address: 901 Ponce de Leon Boulevard, Suite 900, Coral Gables, Florida 33134

Phone: (305) 445-2900 Fax: (305) 445-3366

If Bidder is a **JOINT VENTURE**: N/A

Name/Title: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name/Title of person authorized to bind: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title of person authorized to bind: \_\_\_\_\_

Signature: \_\_\_\_\_



- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 21st day of, 2017, before me, the undersigned Notary Public of the State of Florida personally appeared Terrance Glunt, PE, SI, LEED AP and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Grace Morales  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:



(Name of Notary Public: Print, Type as commissioned.)

- Personally known to me, or
- o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

- Did take an oath or Did not take an oath.

**CONSULTANT shall submit proof that the company is authorized to do business in the State of Florida.**

State of Florida Business Authorization

# State of Florida Department of State

I certify from the records of this office that STANTEC CONSULTING SERVICES INC. is a New York corporation authorized to transact business in the State of Florida, qualified on November 14, 2001.

The document number of this corporation is F01000005948.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on February 16, 2017, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fourteenth day of July, 2017*



*Ken DeFoner*  
**Secretary of State**

Tracking Number: CU5846651140  
To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.  
<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

**CONFLICT OF INTEREST CERTIFICATION  
FOR CONSULTANT/CONTRACTOR**

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Contract No./Project Description(s): N/A

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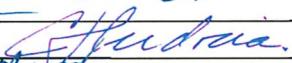
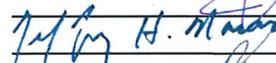
Financial Project Number(s): N/A

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Each undersigned individual hereby attests that he/she has no conflicts of interest related to the contract(s) identified above.

Printed Names	Signatures	Date
<u>Terrance Glunt, PE, SI, LEED AP</u>	<u></u>	<u>December 18, 2017</u>
<u>Sean Compel, PE, LEED AP</u>	<u></u>	<u>December 18, 2017</u>
<u>Jeff Crews, PE, LEED AP</u>	<u></u>	<u>December 18, 2017</u>
<u>Carlos Herdocia, PE, LEED AP</u>	<u></u>	<u>December 19, 2017</u>
<u>Jeff Marcus, PhD</u>	<u></u>	<u>December 18, 2017</u>
<u>Ken Huntington, MS</u>	<u></u>	<u>December 19, 2017</u>
<u>Pablo Garcia, PE</u>	<u></u>	<u>December 19, 2017</u>
<u>Fernando Vargas, PSM</u>	<u></u>	<u>December 19, 2017</u>



## ADDENDUM NO. 1

Date: December 4<sup>th</sup> 2017

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, Florida 33157

Re: Request for Qualification No. 1718-12-003  
Design Plans for Thalatta Park Pier and Shoreline Stabilization

This Addendum forms a part of the Request for Qualifications (RFQ) Package advertised on November 29<sup>th</sup> 2017 and with bid opening date of December 28<sup>th</sup> 2017, with any amendments and/or additions noted below. This addendum also provides answers to the questions proposed in regard to RFQ/P 1718-12-003 Design Plans for Thalatta Park Pier and Shoreline Stabilization.

**Question:** Janeen R. Skelly, Bermello, Ajamil and Ptrs.: We noticed in the RFQ/P that fees are being requested. We understand that Florida Statute, agencies/municipalities may only request, accept, and consider proposals/fees for the compensation to be paid under the contract of a solicited RFQ only during competitive negotiations after having selected the most qualified firm. Please confirm that we do not have to submit fees as this contradicts the Florida Statute 287.055.

**Response:** We shall omit the "Consultants Fee Worksheet" until the Village has selected the firm and start the negotiating process. The scoring criteria for the consultants fee worksheet will be replaced with timeline for project completion. Page 19, Section 5.03 of the RFQ/P.

Thank you,

Litsy C. Pittser  
Procurement Specialist

9705 East Hibiscus Street, Palmetto Bay, Florida 33157  
Tel: 305.259.1234 • Fax: 305.259.1290

# ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION



Amendment/Modification No: 1

Amendment of RFQ/P No: 1718-12-003

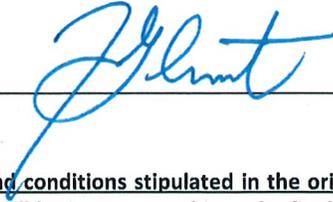
Title: Design Plans for Thalatta Park Pier and Shoreline Stabilization

Name of Proposer Stantec Consulting Services Inc.

Date Addendum Received December 4, 2017

Total Pages of Addendum including Acknowledgement 2

Print Name Terrance Glunt, PE, SI, LEED AP

Signature 

**All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all proposals. This acknowledgement form must be included in the response and failure to sign and submit this form may result in your proposal from being rejected.**

9705 East Hibiscus Street, Palmetto Bay, Florida 33157  
Tel: 305.259.1234 • Fax: 305.259.1290



## ADDENDUM NO. 2

Date: December 11<sup>th</sup> 2017

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, Florida 33157

Re: Request for Qualification No. 1718-12-003  
Design Plans for Thalatta Park Pier and Shoreline Stabilization

This Addendum forms a part of the Request for Qualifications (RFQ) Package advertised on November 29<sup>th</sup> 2017 and with bid opening date of December 28<sup>th</sup> 2017, with any amendments and/or additions noted below. This addendum also provides answers to the questions proposed in regard to RFQ/P 1718-12-003 Design Plans for Thalatta Park Pier and Shoreline Stabilization.

**Question:** Mr Tim Blankenship, P.E. – Moffatt & Nichol: Please confirm the due date and time for the above-referenced RFP. Section 2.03 states the package is due December 29<sup>th</sup>, 2017 and Section 5.02 state the package is due December 28<sup>th</sup>, 2017.

**Response:** *The Bid Opening for this RFQ/P is Thursday, December 28<sup>th</sup> 2017. The submittal needs to be in our office no later than 3:00pm (Local Time)*

Thank you,

Litsy C. Pittser  
Procurement Specialist

9705 East Hibiscus Street, Palmetto Bay, Florida 33157  
Tel: 305.259.1234 • Fax: 305.259.1290

## ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION



Amendment/Modification No: 2

Amendment of RFQ/P No: 1718-12-003

Title: Design Plans for Thalatta Park Pier and Shoreline Stabilization

Name of Proposer Stantec Consulting Services Inc.

Date Addendum Received December 11, 2017

Total Pages of Addendum including Acknowledgement 2

Print Name Terrance Glunt, PE, SI, LEED AP

Signature \_\_\_\_\_

A handwritten signature in blue ink, appearing to read "T. Glunt", is written over a horizontal line.

**All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all proposals. This acknowledgement form must be included in the response and failure to sign and submit this form may result in your proposal from being rejected.**

9705 East Hibiscus Street, Palmetto Bay, Florida 33157  
Tel: 305.259.1234 • Fax: 305.259.1290



## ADDENDUM NO. 3

Date: December 21<sup>st</sup> 2017

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, Florida 33157

Re: Request for Qualification No. 1718-12-003  
Design Plans for Thalatta Park Pier and Shoreline Stabilization

This Addendum forms a part of the Request for Qualifications (RFQ) Package advertised on November 29<sup>th</sup> 2017 and with bid opening date of December 28<sup>th</sup> 2017, with any amendments and/or additions noted below. This addendum also provides answers to the questions proposed in regard to RFQ/P 1718-12-003 Design Plans for Thalatta Park Pier and Shoreline Stabilization.

**Question:** Ms. Alessandra Salvo, Coastal Systems International, Inc.: Please advise if there is a page limit for the submittal requirements, the page counts limits the firm's ability to include all of its qualifications. Will the firm be penalized if it exceeds a certain amount of pages?

**Response:** *Although we prefer to keep the page count as stated on the RFQ document, we will not penalize if there are a "reasonable" amount over the limited stated.*

**Question:** Ms. Maria Garcia, SRS Engineering, Inc.: On page 8 Section 5.01 submittal requirements, the Village has requested that we list 3 references in tab 4 relating to previous jobs similar to the projects scope of work. Please elaborate on what we are supposed to include in this section. Are we supposed to get written letters from previous clients? Or are we simply supposed to list 3 reference projects? Additionally, should we include details about the reference projects we completed (i.e. scope of work, contract value, key personnel, etc.)?

9705 East Hibiscus Street, Palmetto Bay, Florida 33157  
Tel: 305.259.1234 • Fax: 305.259.1290

**Response: *What the Village requires is (3) references to include a brief description of the task performed, contact information of the reference i.e. name, email address and phone number. The Village will prefer tasks that are similar to the scope that is stated on the RFQ.***

Thank you,

Litsy C. Pittser  
Procurement Specialist

9705 East Hibiscus Street, Palmetto Bay, Florida 33157  
Tel: 305.259.1234 • Fax: 305.259.1290

## ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION



Amendment/Modification No: 3

Amendment of RFQ/P No: 1718-12-003

Title: Design Plans for Thalatta Park Pier and Shoreline Stabilization

Name of Proposer Stantec Consulting Services Inc.

Date Addendum Received December 21, 2017

Total Pages of Addendum including Acknowledgement 3

Print Name Terrance Glunt, PE, SI, LEED AP

Signature \_\_\_\_\_

A handwritten signature in blue ink, appearing to read "T. Glunt", is written over a horizontal line.

**All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all proposals. This acknowledgement form must be included in the response and failure to sign and submit this form may result in your proposal from being rejected.**

9705 East Hibiscus Street, Palmetto Bay, Florida 33157  
Tel: 305.259.1234 • Fax: 305.259.1290

# Certifications

**State of Florida**  
**Board of Professional Engineers**  
 Attests that  
**Stantec Consulting Services Inc.**



**FBPE**  
 FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.  
 Expiration: 2/28/2019  
 Audit No: 228201905020 R

CA Lic. No: **27013**

STATE OF FLORIDA  
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
 BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER: AA36002609

The ARCHITECT CORPORATION  
 Named below IS CERTIFIED  
 Under the provisions of Chapter 481 FS.  
 Expiration date: FEB 28, 2019

STANTEC CONSULTING SERVICES INC  
 325 25TH STREET SE  
 SUITE 200  
 CALGARY AB T2A 7H8




Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkwy Tallahassee, Florida 32399-4500

License No: LB7335  
 Expiration Date February 28, 2019

**Professional Surveyor and Mapper Business License**  
 Under the provisions of Chapter 472, Florida Statutes

LONGITUDE SURVEYORS, LLC  
 7715 NW 48TH ST STE 310  
 DORAL, FL 33166-5473



ADAM H. PUTNAM  
 COMMISSIONER OF AGRICULTURE

**State of Florida**  
**Board of Professional Engineers**  
 Attests that  
**Nutting Engineers Of Fla., Inc.**



**FBPE**  
 FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.  
 Expiration: 2/28/2019  
 Audit No: 22820190567 R

CA Lic. No: **606**

**State of Florida**  
**Board of Professional Engineers**  
 Attests that  
**Sean P. Compel, P.E.**



**FBPE**  
 FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes  
 Expiration: 2/28/2019  
 Audit No: 228201905474 R

P.E. Lic. No: **66618**

**State of Florida**  
**Board of Professional Engineers**  
 Attests that  
**Sean P. Compel, P.E.**

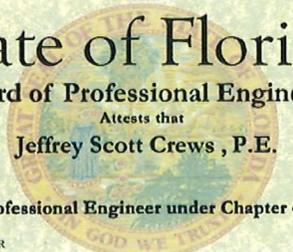


**FBPE**  
 FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes  
 Expiration: 2/28/2019  
 Audit No: 228201905474 R

P.E. Lic. No: **66618**

**State of Florida**  
**Board of Professional Engineers**  
 Attests that  
**Jeffrey Scott Crews, P.E.**



**FBPE**  
 FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes  
 Expiration: 2/28/2019  
 Audit No: 228201911113 R

P.E. Lic. No: **46575**

STATE OF FLORIDA  
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
 BOARD OF ARCHITECTURE & INTERIOR DESIGN

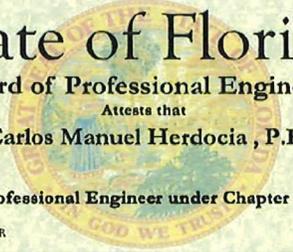
LICENSE NUMBER: AR95213

The ARCHITECT  
 Named below IS LICENSED  
 Under the provisions of Chapter 481 FS.  
 Expiration date: FEB 28, 2019

FREIRE-SANTAMARIA ELVIRA  
 47 SAN SEBASTIAN AVE  
 CORAL GABLES FL 33134




**State of Florida**  
**Board of Professional Engineers**  
 Attests that  
**Carlos Manuel Herdocia, P.E.**

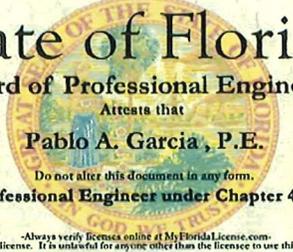


**FBPE**  
 FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes  
 Expiration: 2/28/2019  
 Audit No: 228201907777 R

P.E. Lic. No: **47660**

**State of Florida**  
**Board of Professional Engineers**  
 Attests that  
**Pablo A. Garcia, P.E.**



**FBPE**  
 FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Do not alter this document in any form.  
 Is licensed as a Professional Engineer under Chapter 471, Florida Statutes  
 Expiration: 2/28/2019  
 Audit No: 228201935707 S1

P.E. / SI Lic. No: **77111 77111**

-Always verify licenses online at MyFloridaLicense.com.  
 This is your license. It is unlawful for anyone other than the licensee to use this document.

Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkwy Tallahassee, Florida 32399-4500

License No: LS6313  
 Expiration Date February 28, 2019

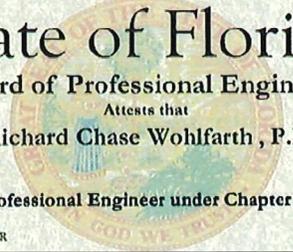
**Professional Surveyor and Mapper License**  
 Under the provisions of Chapter 472, Florida Statutes

EDUARDO M SUAREZ  
 7715 NW 48TH ST STE 310  
 DORAL, FL 33166-5473



ADAM H. PUTNAM  
 COMMISSIONER OF AGRICULTURE

**State of Florida**  
**Board of Professional Engineers**  
 Attests that  
**Richard Chase Wohlfarth, P.E.**



**FBPE**  
 FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes  
 Expiration: 2/28/2019  
 Audit No: 228201928711 R

P.E. Lic. No: **50858**



Design with  
community in mind



- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

## REQUEST FOR QUALIFICATIONS/PROPOSAL

Village of Palmetto Bay  
9705 East Hibiscus Street  
Palmetto Bay, Florida 33157



---

### TITLE:

DESIGN PLANS FOR THALATTA PARK PIER AND SHORELINE STABILIZATION

### RFQ/P NO.:

1718-12-003

### DUE DATE:

Thursday, December 28<sup>th</sup> 2017 at 3:00pm (Municipal Bldg.) 9705 E. Hibiscus Street  
Palmetto Bay, Florida 33157

### ISSUED:

Wednesday, November 29<sup>th</sup> 2017

**PROJECT NO: DA-PB-16-197**

### CONTACT PERSONS:

Fanny Carmona  
Director of Parks and Recreation  
[FCarmona@palmettobay-fl.gov](mailto:FCarmona@palmettobay-fl.gov)

Litsy C. Pittser  
Procurement Specialist  
Village Manager's Office  
Procurement Division  
[LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
  - RFQ/P# 1718-12-003
- 

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- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

## SECTION 1.0

## ADVERTISEMENT



### VILLAGE OF PALMETTO BAY REQUEST FOR QUALIFICATION/PROPOSAL FOR

### Design Plans for Thalatta Park Pier and Shoreline Stabilization

**RFQ/P # 1718-12-003**

The Village of Palmetto Bay (the "Village") a municipality located in Miami-Dade County, Florida, is accepting sealed Responses from qualified firms or teams of firms (the Consultants) for Professional Services ("Services") for the Village. The services shall include but not limited to: **The Design of a Pier on Biscayne Bay at Thalatta Estate Park.** Sealed proposals must be received by the Village Clerk at Village of Palmetto Bay, Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, no later than 3:00pm on or before Thursday, December 28<sup>th</sup>, 2017, (late submittals, email submittals, and facsimile submissions will not be accepted) at which time they will be publicly opened and read aloud.

To be considered, all interested parties must obtain the bid document(s) by going to our website [www.palmettobay-fl.gov](http://www.palmettobay-fl.gov) under Bids & RFQ/P's and download the .pdf file (s). The proposer needs to submit an original, two (2) copies and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled "**Design Plans for Thalatta Park Pier and Shoreline Stabilization RFQ/P No. 1718-12-003.**" The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. Solicitation documents may be obtained on or after Wednesday, November 29<sup>th</sup>, 2017 at 9:00 am. If you have trouble down loading the .pdf bid document, please contact the Procurement Specialist at LPittser@palmettobay-fl.gov.

The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village.

END OF SECTION

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
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## **SECTION 2.0 GENERAL INFORMATION**

### **2.01 Purpose**

The Village of Palmetto Bay (the Village), a municipality located in Miami-Dade County, Florida, wants to engage qualified firms or teams of firms (the Consultants) to obtain Professional Consulting and Design Services. The Village of Palmetto Bay has received a grant from the “Florida Inland Navigation District” to perform the following:

**Designing and Engineering of Shoreline Stabilization and Pier, Preparation, Application and Securing Permits and Building Permit Costs.**

The Village intends to execute an agreement with the selected Consultants to provide those services stated above.

### **2.02 Eligibility – Minimum Requirements**

- The selected firms, and sub-consultants, shall be registered in the State of Florida to perform the professional services requested in this RFQ/P. The firm shall have State of Florida registered professionals license for specified fields. (i.e. Professional Engineer, etc.);
- The selected firms shall have been in business and have a minimum of five (5) years’ experience in providing the professional services contemplated under this RFQ/P.
- Contract manager shall be licensed in the State of Florida to provide at least one of the services categories/disciplines listed: have a minimum 10 years’ experience with municipal professional service contracts.
  - Project Manager must be licensed in the State of Florida as a Professional Engineer and have a minimum of seven (7) years’ experience in the applicable professional service category/discipline and have served as project manager on similar projects on a minimum of three (3) previous occasions.

In addition to other requirements stated in this document, to be eligible to respond to this RFQ/P, the consultant responding to the solicitation must have successfully provided services similar to those listed under Section 4.01 of this RFQ/P. The Consultant shall meet all legal, technical and professional requirements for providing the requested services.

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## 2.03 Schedule of Events

### Estimated Schedule

The Village anticipates that RFQ/P activities will take place at the dates and times listed below. However, these times and dates are subject to change at the discretion of the Village.

Request for Proposals Legal Advertisement	November 29 <sup>th</sup> , 2017
Last Date for Submittal of Written Questions Prior to Proposal Due Date	December 21st, 2017 3:30pm
<b>Proposals Due</b> Attn: Missy Arocha, Village Clerk Municipal Hall 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	December 28 <sup>th</sup> , 2017 3:00pm or earlier

The Village reserves the right to change the timeline. Dates are Subject to Change.

## 2.04 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at:

[https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVOFEM\\_DIV2COINCOET\\_S2-138COSI](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI).

Any communication regarding this solicitation shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein.

Communication between a potential vendor, service provider, Contractor, lobbyist, or Contractor and the Procurement Specialist named herein

Contractor solicitation is exempt from the Contractor Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

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## **2.05 Right of Rejection**

The Village intends to award a contract to the consultant that demonstrates the highest level of expertise and capabilities to provide the requested services. The Village reserves the right to reject any and all proposals or to re-issue the RFQ/P when such action shall be considered in the best interest of the Village.

The Village reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or submission requirements, should the Village determine in sole and absolute discretion that such changes are necessary.

## **2.06 Post Bid Information**

- (a) **Protest Procedures:** With respect to a protest of the terms, conditions, and specifications contained in a solicitation (RFQ/P, RFQ/P, ITB or Bid), including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing in compliance with the provisions of and time periods contemplated in the Village's protest procedures under Chapter 2, of the Village's Code of Ordinances. The notice of decision to award a solicitation will be posted on the Village of Palmetto Bay's website as part of the agenda for the Village Council meeting or upon the issuance of the Village Manager's recommendation at least five (5) days prior to the award. Any person who is adversely affected by the Village's decision shall file with the Village a notice of intent to protest in compliance with Chapter 2 of the Village's Code of Ordinances. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of any claim or protest. The formal written protest shall state with particularity the facts and law upon which the protest is based.
- (b) **Cancellation:** Failure on the part of the consultant to comply with the conditions, specifications, requirements, and terms as determined by the Village, shall be just cause for cancellation of the Award or a determination of non-responsiveness under 2-17(k).
- (c) **Disputes:** If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and the Village Department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department of the Village Manager with the advice of the Village Attorney shall resolve the dispute and send a written copy of its decision to the consultant, which shall be binding on both parties.

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## **2.07 Questions**

All requests for information and/or clarification should be submitted in writing to:

Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay  
Village Manager's Office, Procurement Division  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157  
Email: lpittser@palmettobay-fl.gov

Questions regarding this RFQ/P must be submitted no later than 3:30 p.m. EST on December 21<sup>st</sup>, 2017. All responses to questions will be shared with the other Consultants registered as interested in the project.

## **2.08 Addenda**

If the Village finds it necessary to add to, or amend this document prior to the proposal submittal deadline, the Village will issue written addenda/addendum and distribute it to all persons attending the Meeting. Each respondent must acknowledge receipt of each addendum by signing the acknowledgement and providing it with their Response.

## **2.09 Development/Presentation Costs**

The Village shall not be liable for any costs, fees, or expenses incurred by any respondent in preparing and responding to this RFQ/P, subsequent inquiries or presentations relating to its response. All presentations shall become property of the Village.

## **2.10 Certification**

The signer of the Response (to this RFQ/P) must declare by signing the required forms that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

## **2.11 Public Records**

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

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## **2.12 Retention of Responses**

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Consultant is selected.

## **2.13 Performance Evaluation**

At the end of the contract, the receiving department will evaluate the successful Proposer's performance. This evaluation will become public record.

## **2.14 Contracting with Village Employees or Board Members**

Any Village employee, Board member or member of his or her immediate family seeking to Contract with the Village shall seek a conflict of interest opinion from the Village Manager or his designated representative prior to submittal of a response or application of any type to Contract with the Village. The affected employee or Board member shall disclose his or her assigned function within the Village and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statute §112.313(12) Standards Of Conduct For Public Officers, Employees Of Agencies, And Local Government Attorneys controls contracting with Village employees or board members, and provides as follows:

(12) EXEMPTION.--The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be affected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;
2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and
3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political

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subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

## **2.15 Non-Discrimination**

The Village of Palmetto Bay does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

## **2.21 Term of Agreement**

An Agreement will be drawn for the Consultant to have prepared all the items listed in section 4.0 Scope of Services to be finished no later than July 2018.

## **2.22 Permits, Taxes, Licenses**

The Consultant shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

## **2.23 Laws, Ordinances**

The Consultant shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional standards that would apply to this contract.

## **2.24 Insurance**

Prior to execution of an agreement with the Village, the successful Consultant shall provide certificates evidencing insurance coverage as required hereunder. Companies authorized to do business under the laws of the State of Florida shall issue all insurance policies. The Certificates shall clearly indicate that the successful Consultant has obtained insurance of the type, amount, and classification as required and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Village's representative. Compliance with the foregoing requirements shall not relieve the successful Consultant of its liability and obligations under the agreement. Under "F.S. 337.106".

The successful Consultant shall maintain during the term of the agreement, standard Professional Liability insurance (Errors and Omissions) in the minimum amount of one-million-dollars (\$1,000,000) per occurrence.

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The successful Consultant shall maintain during the life of the agreement, commercial general liability, including contractual liability insurance in the amount of one-million-dollars (\$1,000,000) per occurrence to protect it and the Village from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the agreement, whether such operations be by the successful Consultant or by anyone directly employed by or contracting with the successful Consultant.

The successful Consultant shall maintain, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of five-hundred-thousand-dollars (\$500,000) combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the successful Consultant or by anyone directly or indirectly employed by the successful Consultant.

The successful Consultant shall maintain, during the life of the agreement, as law requires adequate Worker's Compensation Insurance and Employer's Liability insurance in at least such amounts as for all of its employees per Florida Statute 440.02.

The Consultant shall also maintain other required insurance coverage specific to the services to be provided.

## **2.25 Licenses and Permits**

The Professional Consultant will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance and assure all work complies with all Federal, State, Miami-Dade County and the Village of Palmetto Bay ordinances, orders, codes, laws, rules, regulation, directives and guidelines. All licenses will need to be active during the duration of this Agreement.

## **2.26 Default/Failure to Perform**

The Village of Palmetto Bay shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Professional Consultant to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Consultant to meet any terms of this Request for Proposal submittal, related agreement, and work authorization(s) The Village of Palmetto Bay will notify the Consultant three (3) days (Fridays, Saturday, Sundays and National Holidays excluded) to remedy the default. Failure of the Consultant's part to correct the default within the required three (3) days shall result in the contract being terminated and upon The Village of Palmetto Bay notifying in writing the Professional Consultant of its intentions and the effective date of the termination. The following shall constitute a default:

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- Failure to perform the work required under the contract and/or within the time required or failing to use the sub-consultants, entities, and personnel as identified and set forth, and to the degree specified in the contract.
- Failure to begin work under this contract within the specified time.
- Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Professional Consultant incapable of performing the work in accordance with and as required by the contract.
- Failure to comply with any of the terms and conditions set forth on the contract.
- Failure to pay sub-consultants or others pursuant to work done under this contract.

In the event of default of the contract, the successful Professional Consultant shall pay the entire Village's attorney fees and court costs incurred in collecting any damages. The successful Professional Consultant shall pay the Village of Palmetto Bay for any and all the costs incurred in ensuring the completion of the project, subject however to the terms and conditions herein. The extent of a conflict with this provision and the contract the Consultant enters into the terms and conditions of the contract shall control.

#### **2.27 Instructions – Awarded Professional Consultant:**

Invoices shall be submitted to the Park and Recreation office: 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157. A 10% retainage fee will be held by the Village until the project has been fully completed with Phase (1) which would indicate plans ready for Construction Phase (2).

#### **2.28 Indemnification:**

Regardless of the coverage provided by any insurance, the successful bidder/proposer shall indemnify, save harmless and defend The Village of Palmetto Bay, its agents, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder/proposer, its sub-consultants, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

#### **2.29 Records and Audits:**

The Professional Consultant shall maintain, during the term of the contract, all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards (GAAP). The professional Consultant shall maintain and make available such records and files for the duration of the contract and retain them beyond the last day of the contract term for the period of three (3) years.

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### **2.30 Ownership of Work Products:**

All work products, including all electronic and non-electronic plans, notes, drawings, studies, calculations, sketches and other documents produced on behalf of the Village of Palmetto Bay by any individual or firm, are the property of the Village of Palmetto Bay and shall be provided to the "Village" prior to final payment.

All documents, reports, drawings, information (verbal or written) and other data (collectively "Proprietary Information") furnished to the Professional by the "Village" shall remain the sole property of the "Village" and shall not be sold, licensed, transferred, disclosed or otherwise made available to any person or firm with the written consent of the Village of Palmetto Bay.

END OF SECTION

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
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## **SECTION 3.0 INSTRUCTIONS TO BIDDERS**

### **3.01 Introduction**

The purpose of this Request for Qualification/Proposal (RFQ/P) is to design and engineer a viewing pier in Biscayne Bay at the Thalatta Estate Park and stabilize the shoreline. The Thalatta Estate Park is known to hold wedding events year round and the design of the viewing pier should capture the essence of elegance that would blend in for those wedding events. For example: should contain a Gazebo at the end of the pier.

Consultants shall need to provide a rendering with their plans for approval.

### **3.02 Instructions for Submitting:**

Firms shall submit one (1) original, two (2) copies and (1) electronic copy, cd or flash drive of their complete submittal. The entire submittal and all its copies will need to be marked on the outside of the envelope, box for example:

**Attn: Missy Arocha, Village Clerk**  
**RFQ/P # 1718-12-003**  
**Design Plans for Thalatta Park Pier and Shoreline Stabilization**  
**9705 E. Hibiscus Street**  
**Palmetto Bay, Florida 33157**

**(Submittals need to be in our possession no later than 12/28/2017 on or before 3:00pm EST)**

END OF SECTION

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## **SECTION 4.0 SCOPES OF SERVICES**

### **4.01 Scope of Services**

**The scope of work will be addressed in Five (5) Phases**

#### **Phase 1 – Due Diligence Phase**

The Consultant will compile all the data needed and review existing documents such as as-built drawings, property records, permit history in order to determine the site conditions. The Village will facilitate any documents needed by the Consultant to perform their research.

The Consultant shall provide field services and document review for the purpose of gathering sufficient data for the design and permitting of the pier. It is important to provide the location of the existing boat launch relative to the property line, elevations of the existing boat launch, seawall cap, location of existing vegetation, the water's edge and depth of water at the wall, and bathymetric survey of the project area, within 50 feet of the proposed pier. The Survey shall also provide topographic data and elevations for the upland areas for the improvements in those areas.

A geotechnical research shall be included in order to obtain soil data needed for the pile installation of the pier. It shall include at least (1) standard penetration test boring to a depth of 30 feet for the pier area and at least (1) augur test boring to a depth of 10 feet in the area of the pathway extension. An engineering report will be provided and will include the results of the testing and recommendations for boat launch and pile design as well as for foundation/slab design for the picnic shelters.

A biological study shall be made to determine the biological impacts involving the construction on the environment. These studies will include an uplands review of the vegetation along the bank as well as a benthic study in the water to determine the presence of seagrasses and other potential aquatic life, such as corals and sponges, which are protected by State and Federal Statutes. The results will be published in a report which shall be included in the application package to the jurisdictional agencies during the permitting phase.

At the conclusion of the field work and document review, a concept drawing will be developed outlining the basic design concepts and shall be submitted to the Village for review, comment and approval. The concept design will serve as the basis for the permit sketches and the construction drawings that are developed in the following tasks.

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## **Phase 2 – Environmental Permitting Phase**

The Consultant shall prepare and process permit applications, plans and any associated documentation in accordance with all permitting agency requirements, including but not limited to, electronic permitting when applicable. These shall include but not limited to the following agencies:

- USACOE Permit – It is assumed that specific endangered or listed species surveys will be required which will be performed during the “Due Diligence Phase”. These shall be addressed during the permitting process. However, mitigation coordination, if required, is not included with this RFQ/P and would be addressed immediately to the Village.
- Miami-Dade County Dept. of Environmental Resource (DERM) License
- Village of Palmetto Bay Building Department
- Village of Palmetto Bay Building Department (Engineering Division)

The Consultant shall respond to as many as two (2) rounds of reasonable requests for additional information from each of the above referenced agencies regarding the application submittal packages. These services shall include pre-application meetings with some of the agencies, coordination with agencies having multiple jurisdictions and coordination with FIND to insure the Consultant keeps within the requirements of the Grant.

The permitting fees will not be included with this RFQ/P, but the Consultant will need to compile the application packages, along with the check and submit them to the agencies when appropriate.

## **Phase 3 – Design and Plan Production Phase**

Once the concept plans have been approved by the Village and the permit sketches submitted and reviewed in its totality to insure that no significant changes will occur, the construction document plan production will commence. The Consultant shall provide phase development plans at the preliminary (permit sketches), final and construction phases to the Village for review. The Consultant will meet with Village staff after each submittal to review and discuss comments by the Village. The purposes of the meetings are to review the comments, discuss revisions and potential recommendations associated with this project. Specifications shall be provided with the final phase and construction phase submittals. The preliminary set of plans shall be used for environmental permitting and whatever required number of plan sets for those submittals shall also be included with the Consultant’s services.

An Engineer’s Estimate of Probable Cost (EPC) shall be developed for the purpose of establishing the budget for the projects using local, recent unit of costs for similar work. In addition, a proposed estimate of construction time shall also be submitted at the final and CD phase submittals. Upon completion of all

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phase submittals and approvals, the Consultant shall submit a bid package that includes the plans, specifications, permits, the EPC in Excel format for use also as a bid blank, the estimate of construction time and CAD files for use in the bid. One complete set of hard copies, along with a CD of all documents in .pdf format shall be delivered.

#### **Phase 4 – Bid Assistance Phase**

Once the bid package has been completed and the project advertised, the Consultant will assist the Village by attending the pre-bid meeting. The Consultant shall respond to questions deriving from the Contractors during the pre-bid meeting and until the last day of questions to be submitted based on the Bid/ Proposal. The Consultant shall answer questions based on the required plan and/or specification changes. Once the bids/proposals have been received, the Consultant will review the bids, prepare a bid tabulation sheet and check references of the three (3) lowest bidders to determine the most responsive and responsible bidder. The Consultant will provide the Village with the letter of recommendation based on its findings. The procurement specialist in turn, will provide a copy of the recommendation to the Village Manager.

#### **Phase 5 – Construction Administration and Inspection Phase**

The Consultant shall coordinate and attend pre-construction meetings and prepare minutes, review shop drawings, respond to Contractor's requests, attend progress meetings and provide a meeting summary, perform limited Construction Engineering Inspections (estimate 8 hrs/wk) and submit reports, serve as liaison between the Contractor and the Village, permitting agencies, residents to include public information, review the Contractor's Application for Payment and submit recommendation to the Village, perform project closeout with the Contractor including punch list, final inspection, final Application for Payment review, submit Letter of Completion and all required LAP documentation.

#### **4.02 CODE REQUIREMENTS:**

The Consultant and his or her sub-consultants (if applicable) on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Consultant shall ask for and receive any required inspections.

#### **4.03 REQUIREMENT OF CONSULTANT**

- A. Consultant shall perform all work identified in any Contract issued under this RFQ/P. The parties agree that the scope of services for any Contract is a description of Consultant's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Consultant impractical, illogical, or unconscionable.

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Consultant and Village acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If, during the course of the performance of the services included in the Contract, Consultant determines that work should be performed to complete the Project which is in the Consultant's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify Village in writing in a timely manner before proceeding with the work. If Consultant proceeds with said work without notifying the Village, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the Village without mutual agreement does not constitute authorization or approval by Village to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written Village approval is at Consultant's sole risk.

- A. Consultants interested in performing these services must exhibit considerable relevant experience with this type of work, and should emphasize both experience and capability of particular personnel who will actually perform the work. Consultants should indicate any sub-consultants proposed to be utilized in work for the Village.
- B. The respondent shall agree to indemnify and hold harmless and pay on behalf of the Village, for any liability and/or legal costs arising out of any claims and litigation related to the services provided, including any actions that may arise from allegations regarding determination of appropriateness or any acts, errors or omissions related to the service provided.

(END OF SECTION)

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## SECTION 5.0

## SUBMITTAL REQUIREMENTS

### 5.01 How to Apply

Each consultant shall submit one (1) original, two (2) bound photocopies and 1 electronic flash drive or CD of each Response.

Title Page: Title page shall show the request for proposal subject, title and proposal number; the firms name; the name and address of a contact person; and the date of the proposal.

#### TAB 1 Letter of Intent

- Cover letter indicating the Consultants' interest in providing the services to the Village. The Consultants track record of on time and within budget project performance;
- TAB 2

- Table of contents identifying the sections and page numbers;

#### TAB 3

- A **one-page** proposed organizational chart identifying key professionals, their area(s) of responsibility and extent of their availability.

#### TAB 4

- **Up to (2) pages,** (3) references relating to previous jobs that are similar to the scope specified on Section 4.0 of this RFQ/P

#### TAB 5

- **Up to (2) pages,** The Consultants Fee Worksheet to include all the required requests made by the Village

#### TAB 6

- Village Required Response Submittal Forms

**Failure to comply with submission requirements will result in the disqualification of the application.**

### 5.02 Submission Deadline

Consultants interested in being considered should submit materials to be received in our office. **All sealed qualification packages must be received at the Village of Palmetto Bay Municipal Center no later than 3:00 p.m. EST on Thursday, December 29<sup>th</sup>, 2017.** Official time will be measured by the time stamp of the Village Clerks Office. Late submittals will not be considered. Postmarks will not be considered in judging the timeliness of submittals. Proposals submitted by facsimile or email will not be accepted.

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Proposals must be delivered in person and left at the front desk or mailed to:

Missy Arocha, Village Clerk  
**Attn: RFQ/P 1718-12-003**  
**Design Plans for Thalatta Park Pier and Shoreline Stabilization**  
 Village of Palmetto Bay  
 9705 E. Hibiscus Street  
 Palmetto Bay, FL 33157

**5.03 Selection Process and Criteria**

The Village will evaluate all the proposals and grade them based on:

<b>Criteria</b>	<b>Points</b>
Compliance with the Response preparation and submission requirements	25
Consultant s references based on similar line of work	25
Consultant’s track record of on time and within budget project performance	25
Consultants Fee Worksheet	25
<b>Total</b>	<b>100</b>

END OF SECTION



- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

### DRUG FREE WORKPLACE FORM

The undersigned Consultant in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

(Company Name)

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

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

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Consultant: \_\_\_\_\_

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

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
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**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

- A. Consultant warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.
- B. Consultant warrants that they have read, understand and are willing to comply with all of the requirements of the RFQ/P and the addendum/ addenda nos.
- C. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.
- D. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
- E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Consultant has not, and will not; pay a fee the amount of which is contingent upon the Village awarding this contract. Consultant warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Consultant acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Consultant, if the Consultant is chosen for performance of the contract.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Consultant: \_\_\_\_\_

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

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**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_

SS:

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says

that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:

\_\_\_\_\_ the Consultant that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Consultant or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Consultant or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered

In the presence of:

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

\_\_\_\_\_ (Printed Name)

\_\_\_\_\_ (Title)

Continued on the following page

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
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ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or Type as commissioned.)  
 Personally known to me, or  
 Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
 Did take an oath or  
 Did not take an oath.

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

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

By \_\_\_\_\_

For \_\_\_\_\_

Whose business address is: \_\_\_\_\_

And (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # \_\_\_\_\_)

2. I understand that a ""public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction"" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered

In the presence:

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

\_\_\_\_\_ (Printed Name) \_\_\_\_\_ (Title)

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath or  
o Did not take an oath.

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### STATEMENT OF ORGANIZATION

Proposer must state whether he/she is an individual, partnership, corporation or joint venture. Partnerships shall show the names, titles, and original signature of all partners with authority to bind the company. Corporations must be signed in the name and with the seal of the corporation, followed by the original signature and title of the person authorized to bind the corporation. Each joint venture shall be required to sign for each individual, partnership and corporation that is a party to the joint venture

If the Bidder is an **INDIVIDUAL**:

Individual's Name: \_\_\_\_\_

D/B/A: \_\_\_\_\_

Signature: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

If the Bidder is a **PARTNERSHIP and Limited Liability Company (Provide names and signatures partners that are authorized to bind the company)**:

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

Partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Partner: \_\_\_\_\_

Signature: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

(Attach additional sheets if necessary)

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If the Bidder is a **CORPORATION:**

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

State of Incorporation: \_\_\_\_\_ **CORPORATE SEAL** \_\_\_\_\_

Name/Title of person authorized to bind: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title of person authorized to bind: \_\_\_\_\_

Signature: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

If Bidder is a **JOINT VENTURE:**

Name/Title: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name/Title of person authorized to bind: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title of person authorized to bind: \_\_\_\_\_

Signature: \_\_\_\_\_

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
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ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath or Did not take an oath.

**CONSULTANT shall submit proof that the company is authorized to do business in the State of Florida.**

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**CONFLICT OF INTEREST CERTIFICATION  
FOR CONSULTANT/CONTRACTOR**

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Contract No./Project Description(s): \_\_\_\_\_

\_\_\_\_\_

Financial Project Number(s): \_\_\_\_\_

\_\_\_\_\_

Each undersigned individual hereby attests that he/she has no conflicts of interest related to the contract(s) identified above.

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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## SECTION 7.0 AGREEMENT

### VILLAGE OF PALMETTO BAY

#### Design Plans for Thalatta Park Pier and Shoreline Stabilization

#### AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and \_\_\_\_\_ authorized to do business in the State of Florida, (hereinafter referred to as "Consultant" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a Request for Proposal ("RFQ/P") on \_\_\_\_\_, and

WHEREAS, Consultant submitted a Proposal dated \_\_\_\_\_ in response to the Village's request, and

WHEREAS, at a meeting held on \_\_\_\_\_, the Village Council awarded the Consultant and agreed to enter into an Agreement with Consultant to perform the design plans for Thalatta Estate Park and Shoreline Stabilization described in the RFQ/P and Consultant's Proposal submitted in response to the RFQ/P ("Services"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

#### Article 1      Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Specifications and Proposal Documents prepared by the Village for  
**Design Plans for Thalatta Park Pier and Shoreline Stabilization**  
RFQ/P No. 1718-12-003 (Exhibit 1).

(ii) Proposal for the Village of Palmetto Bay prepared by Consultant dated \_\_\_\_\_ (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

- A. This Agreement
- B. Exhibit 1
- C. Exhibit 2

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## Article 2      Scope of Work

A. Consultant agrees to provide the Services (hereinafter inclusively referred to as the “Services”) as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2.

B. Consultant represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the Village; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Exhibit 1.

## Article 3      Qualifications

Consultant and the individual executing this Agreement on behalf of the Consultant warrant to the Village that the Consultant is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Consultant possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Consultant acknowledges that due to the nature of this contract, that Consultant must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Consultant shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

## Article 4      Compensation and Payment for Consultant’s Services

### A. Compensation

1. Consultant shall receive compensation for their services. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. The Scope of Services and Fee Schedule/Worksheet (Exhibit 2) are attached hereto and incorporated within.

### B. Method of Payment

1. The Village shall pay the Consultant through payment issued by the Department who authorized the service in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes, invoices should be directed to the Department of Parks and Recreation, 9705 E. Hibiscus Street, Palmetto Bay Florida 33157.

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## Article 5      Reports

A. Prior to commencement of operations under this Agreement, the Consultant shall secure in writing from the Village approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Consultant under this Agreement.

B. For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to the Village Manager.

## Article 6      Termination

### **A. Termination/Cancellation of Contract Without Cause**

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Consultant of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Consultant's performance). Termination or cancellation of the contract will not relieve the Consultant of any obligations or liabilities resulting from any acts committed by the Consultant prior to the termination of the contract.

### **B. Termination Because of Default**

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Consultant of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

## Article 7      Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Consultant agrees that in the event this Contract is terminated for the Village's breach, the damages that Consultant may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

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## Article 8      Term

The term of this Agreement shall be upon the completion of all the deliverables stated on the Request for Proposal Section 4.0.

## Article 9      Audit and Inspection Rights

The Village may, at reasonable times, and for a period of up to five (5) years following the date of final performance of Services by the Consultant under this Agreement, audit, or cause to be audited, those books and records of Consultant which are related to Consultant's performance under this Agreement. Consultant agrees to maintain all such books and records at its principal place of business for a period of five (5) years after final payment is made under this Agreement. The Village may, at reasonable times during the term hereof, inspect Consultant's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Consultant shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by the Village's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

## Article 10      Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Consultant authorized to use the Village's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

## Article 11      Indemnification

Consultant shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Consultant or its employees, agents, servants, partners, principals or sub-Consultants. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its

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officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

## Article 12      Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Consultant. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

The successful Consultant shall maintain during the term of the agreement, standard Professional Liability insurance (Errors and Omissions) in the minimum amount of one-million-dollars (\$1,000,000) per occurrence.

The successful Consultant shall maintain during the life of the agreement, commercial general liability, including contractual liability insurance in the amount of one-million-dollars (\$1,000,000) per occurrence to protect it and the Village from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the agreement, whether such operations be by the successful Consultant or by anyone directly employed by or contracting with the successful Consultant.

The successful Consultant shall maintain, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of five-hundred-thousand-dollars (\$500,000) combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the successful Consultant or by anyone directly or indirectly employed by the successful Consultant.

The successful Consultant shall maintain, during the life of the agreement, as law requires adequate Worker's Compensation Insurance and Employer's Liability insurance in at least such amounts as for all of its employees per Florida Statute 440.02.

The Consultant shall also maintain other required insurance coverage specific to the services to be provided.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Consultant hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Consultant of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Consultant shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Consultant fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Consultant shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Consultant shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Consultant shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

### Article 13      Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. Any changes will require the same conditions as the original scope. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

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Article 14      Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 15      Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 16      Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Consultant of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Consultant requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Consultant, whether or not similar to the act so consented to or approved.

Article 17      Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Consultant:

Edward Silva, Village Manager  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

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- RFQ/P# 1718-12-003

#### Article 18      Independent Consultant

Consultant is and shall remain an independent Consultant and is not an employee or agent of the Village. Services provided by Consultant shall be by employees of Consultant and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Consultant shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Consultant. The rights granted to Consultant hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Consultants to perform services including those hereunder.

#### Article 19      Assignment

The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Consultant shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Consultant from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Consultant to the Village. None of the work or services under this Contract shall be subcontracted unless the Consultant obtains prior written consent from the Village. Approved subcontractors shall be subject to each provision of this Contract and the Consultant shall be responsible and indemnify the Village for all subcontractors' acts, errors or omissions.

#### Article 20      Prohibition Against Contingent Fees

Consultant warrants that it has no employees or retained any Consultant or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Consultant, corporation, individual or Consultant, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

#### Article 21      Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Consultant all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

Article 22      Conflict of Interest

Consultant agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 23      Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 24      Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 25      Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 26      Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 27      Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 28      Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 29      Jurisdiction And Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

Article 30      Sovereign Immunity And Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 31      Permits, Licenses and Filing Fees

The Consultant shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Consultant's work.

Article 32      Safety Provisions

The Consultant shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 33      Public and Employee Safety

Whenever the Consultant's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

Article 34      Preservation of Village Property

The Consultant shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Consultant's operations, it shall be replaced or restored at the Consultant's expense. The facilities shall be replaced or restored to a condition as good as when the Consultant began work.

Article 35      Immigration Act of 1986

The Consultant warrants on behalf of itself and all sub-consultants engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

### Article 36      Consultant Non-Discrimination

In the award of subcontracts or in performance of this work, the Consultant agrees that it will not engage in, nor permit such sub-consultants as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

### Article 37      Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Consultants are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Consultant and all sub-consultants named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Consultant to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Consultant. An ambiguity or defect shall be considered patent if it is of such a nature that the Consultant, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Consultant or sub-consultants to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Consultant to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Consultant shall immediately notify the Village in writing, and the Consultant and all sub-consultants shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Consultant's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

Article 38      Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 39      Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Continued on next page.

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

Village of Palmetto Bay

ADDRESS

9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

BY \_\_\_\_\_

Edward Silva  
Print Name

Village Manager  
Title

ATTEST

\_\_\_\_\_  
Missel Arocha  
Village Clerk

APPROVED AS TO FORM BY

\_\_\_\_\_  
Dexter W. Lehtinen  
Village Attorney

CONSULTANT

\_\_\_\_\_

ADDRESS

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

BY \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

## Section 8.0

### ATTACHMENTS

Site Diagram on .pdf

END OF SECTION



VILLAGE OF PALMETTO BAY

**BID OPENING**  
**DESIGN PLANS FOR THALATTA ESTATE PARK PIER AND**  
**SHORE STABILIZATION**  
**Request for Qualifications #1718-12-003**  
**Thursday, December 28, 2017 – 3:00 PM**

Proposer:

Bermello Ajamil and Partners  
Stantec Consulting Services  
Coastal Systems International, Inc.  
SRS Engineering, Inc.

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

Opening conducted and verified by:

*Missy Arocha*  
Missy Arocha  
Village Clerk

17-12-28 P03:01 IN

\_\_\_\_\_  
Date/Time

Witnesses:

*[Signature]*

Print Name: Wanner Fonseca

*Karla Morales*

Print Name: Karla Morales

# Village of Palmetto Bay

Bid Tabulation & Checklist -- RFQ/P # 1718-12-003

Design Plans for Thalatta Park Pier & Shoreline Stabilization

Bid Open Date: December 28, 2017 at 3:00pm



	Bermello Ajamil & Ptrs	Stantec Consulting	SRS Engineering
<i>Proposal Checklist</i>			
Time line for completion of work. (PROJECT NEEDS TO BE COMPLETED NO LATER THAN 08/30/2018)	75	75	75
Presentation of work	189	193	170
TOTALS PRESENTATION	264	268	245
TOTALS QUALIFICATION	244	253	218
Grand Totals - 1st and 2nd.	508	521	463

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: November 29, 2017

Publication(s): Daily Business Review

**Village of Palmetto Bay**

**Bid Tabulation & Checklist -- RFQ/P # 1718-12-003**

**Design Plans for Thalatta Park Pier & Shoreline Stabilization**

**Bid Open Date: December 28, 2017 at 3:00pm**



	Bermello Ajamil & Ptrs	Stantec Consulting	Coastal Systems Intl	SRS Engineering
<i>Proposal Checklist</i>				
Compliance with the response preparation and submission requirements 25PTS	25	25	25	25
Consultant's references based on similar line of work 25PTS	22	23	23	22
Consultant's track record of on time and within budget project performance 25PTS	25	25	25	25
Timeline of project completion 25PTS	22	23	15	18
TOTALS	92	96	88	90

94 *preparation*  
*Assessment*  
  
 Fanny Cannonova  
 1/22/18

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: November 29, 2017

Publication(s): Daily Business Review

003	218.00*	90.00+	0.00*	0.00*	0.00*
SRS	83.00+	45.00+	90.00+	0.00*	0.00*
003	215.00*	77.00+	50.00+	88.00+	0.00*
CAPITAL	0.00*	0.00*	0.00*	0.00*	0.00*
003	253.00*	87.00+	70.00+	96.00+	0.00*
Startec	0.00*	0.00*	0.00*	0.00*	0.00*
003	244.00*	85.00+	65.00+	94.00+	0.00*
Bermello	0.00*	0.00*	0.00*	0.00*	0.00*

**Village of Palmetto Bay**

**Bid Tabulation & Checklist -- RFQ/P # 1718-12-003**

**Design Plans for Thalatta Park Pier & Shoreline Stabilization**

**Bid Open Date: December 28, 2017 at 3:00pm**



	Bermello Ajamil & Ptrs	Stantec Consulting	Coastal Systems Intl	SRS Engineering
<i>Proposal Checklist</i>				
Compliance with the responsive preparation and submission requirements 25PTS	25	25	25	25
Consultant's references based on similar line of work 25PTS	15	25	20	5
Consultant's track record of on time and within budget project performance 25PTS	<del>0</del>	<del>0</del>	<del>0</del>	6
Timeline of project completion 25PTS	25	20	5	15
TOTALS	65	70.	50	45

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: November 29, 2017

Publication(s): Daily Business Review

*Greg Martinez*

**Village of Palmetto Bay**

**Bid Tabulation & Checklist -- RFQ/P # 1718-12-003**

**Design Plans for Thalatta Park Pier & Shoreline Stabilization**

**Bid Open Date: December 28, 2017 at 3:00pm**



<i>Proposal Checklist</i>	Bermello Ajamil & Ptrs	Stantec Consulting	Coastal Systems Intl	SRS Engineering
Compliance with the responsive preparation and submission requirements 25PTS	25	23	17	19
Consultant's references based on similar line of work 25PTS	20	25	25	20
Consultant's track record of on time and within budget project performance 25PTS	15	20	20	20
Timeline of project completion 25PTS	25	19	15	24
TOTALS	85	87	77	83

*Beepate 1/31/2018*

**Note:** Strikethrough denotes mathematical error by bidder.

Date Advertised: November 29, 2017

Publication(s): Daily Business Review

# Village of Palmetto Bay

Bid Tabulation & Checklist -- RFQ/P # 1718-12-003

Design Plans for Thalatta Park Pier & Shoreline Stabilization

Bid Open Date: December 28, 2017 at 3:00pm



	Bermello Ajamil & Ptrs	Stantec Consulting	SRS Engineering
<i>Proposal Checklist</i>			
Time line for completion of work. (PROJECT NEEDS TO BE COMPLETED NO LATER THAN 08/30/2018) 25 pts	25	25	25
Presentation of work 75pts.	45	65	40
TOTALS	70	90	65

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: November 29, 2017

Publication(s): Daily Business Review

003  
SRS 245.00\*

003  
Stantec 268.00\*

003  
Bermello 264.00\*

95.00+  
85.00+  
65.00+

93.00+  
85.00+  
90.00+

99.00+  
95.00+  
70.00+

0.\*

*Greg Panther*

# Village of Palmetto Bay

Bid Tabulation & Checklist -- RFQ/P # 1718-12-003

Design Plans for Thalatta Park Pier & Shoreline Stabilization

Bid Open Date: December 28, 2017 at 3:00pm



Proposal Checklist	Bermello Ajamil & Ptrs	Stantec Consulting	SRS Engineering
Time line for completion of work. (PROJECT NEEDS TO BE COMPLETED NO LATER THAN 08/30/2018) 25 pts	25	25	25
Presentation of work 75pts.	70	60	60
TOTALS	95	85	85

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: November 29, 2017

Publication(s): Daily Business Review

KIRK HEALIN 2/27/2018

# Village of Palmetto Bay

Bid Tabulation & Checklist -- RFQ/P # 1718-12-003

Design Plans for Thalatta Park Pier & Shoreline Stabilization

Bid Open Date: December 28, 2017 at 3:00pm



Proposal Checklist	Bermello Ajamil & Ptrs	Stantec Consulting	SRS Engineering
Time line for completion of work. (PROJECT NEEDS TO BE COMPLETED NO LATER THAN 08/30/2018) 25 pts	25	25	25
Presentation of work 75pts.	74	68	70
<b>TOTALS</b>	<b>99</b>	<b>93</b>	<b>95</b>

Handwritten signature and date: 2/27/18

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: November 29, 2017

Publication(s): Daily Business Review

Village of Palmetto Bay  
Procurement Division  
AWARD RECOMMENDATION



To: Mr. Edward Silva, Village Manager

From: Litsy C. Pittser, Procurement Specialist

Date: 2/27/2018

ITB#: RFQ# 1718-12-003 Item/Service: Design Plans for Thalatta Park Pier & Shoreline Stabilization

**I. Procurement Comments:**  
The Village received a total of 4 proposals, after grading the qualification for these proposals, 3 out of the 4 were shortlisted and invited on February 27th 2018 to conduct the presentation portion of the grading. Once all the scores were tallied for the first phase (qualifications) and second phase (presentation), procurement was ready to proceed with the recommendation.

**II. Recommendation:**

a. Which bid is being recommended? Stantec Consulting

b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes  No   
If No, is the variance considered: Minor  Major

c. Is the recommendation the lowest bid received? Yes  No  (Not Applicable)

(attach an additional sheet if further comment or explanation is required)

**III. Procurement Action/Recommendation(s):**  
The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for selection on the next Council meeting on April 2, 2018.

**IV. Recommendation Approval:**

Acceptance to Move Forward with Intent to Award

Signature/Date    
Mr. Edward Silva, Village Manager

RESOLUTION NO. 2017-011

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; ACCEPTING A GRANT AWARD OF \$50,000 UNDER THE STATE'S FLORIDA INLAND NAVIGATION DISTRICT, WATERWAYS ASSISTANCE PROGRAM FOR THALATTA ESTATE PARK; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AGREEMENT AND OTHER RELATED DOCUMENTS AS REQUIRED; AND PROVIDING AN EFFECTIVE DATE. (Sponsored by Administration)

WHEREAS, the Village of Palmetto Bay previously submitted a grant application for funding assistance under the Florida Inland Navigation District, Waterways Assistance Program for the design, engineering, and permitting of a viewing/fishing pier at Thalatta Estate Park; and

WHEREAS, the Village Council adopted Resolution No. 2016-22 authorizing staff to submit said application to the state for the proposed scope of work; and

WHEREAS, the Village was successful in securing grant funding in the amount of \$50,000 with a 50% grant match of \$50,000 for a total project cost of \$100,000; and

WHEREAS, the Village desires to accept the grant award of \$50,000 and enter into a grant agreement with the Florida Inland Navigation District, as required.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Council hereby accepts the grant award from the Florida Inland Navigation District's Waterways Assistance Program in the amount of \$50,000, for the design, engineering and permitting of a viewing/fishing pier at Thalatta Estate Park on the northeast of the property as provided on the attached site plan, included herein as Exhibit A.

Section 2. The Village Manager is authorized to sign the required grant agreement, in substantial form and content to Exhibit B, and other related grant documents as required.

Section 3. This Resolution shall become effective immediately.

PASSED AND ADOPTED this 9th day of January, 2017.

Attest:

Missy Arocha
Village Clerk

Eugene Flinn
Mayor

1 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
2 AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

3  
4   
5 \_\_\_\_\_

6 Dexter W. Lehtinen  
7 Village Attorney

8  
9

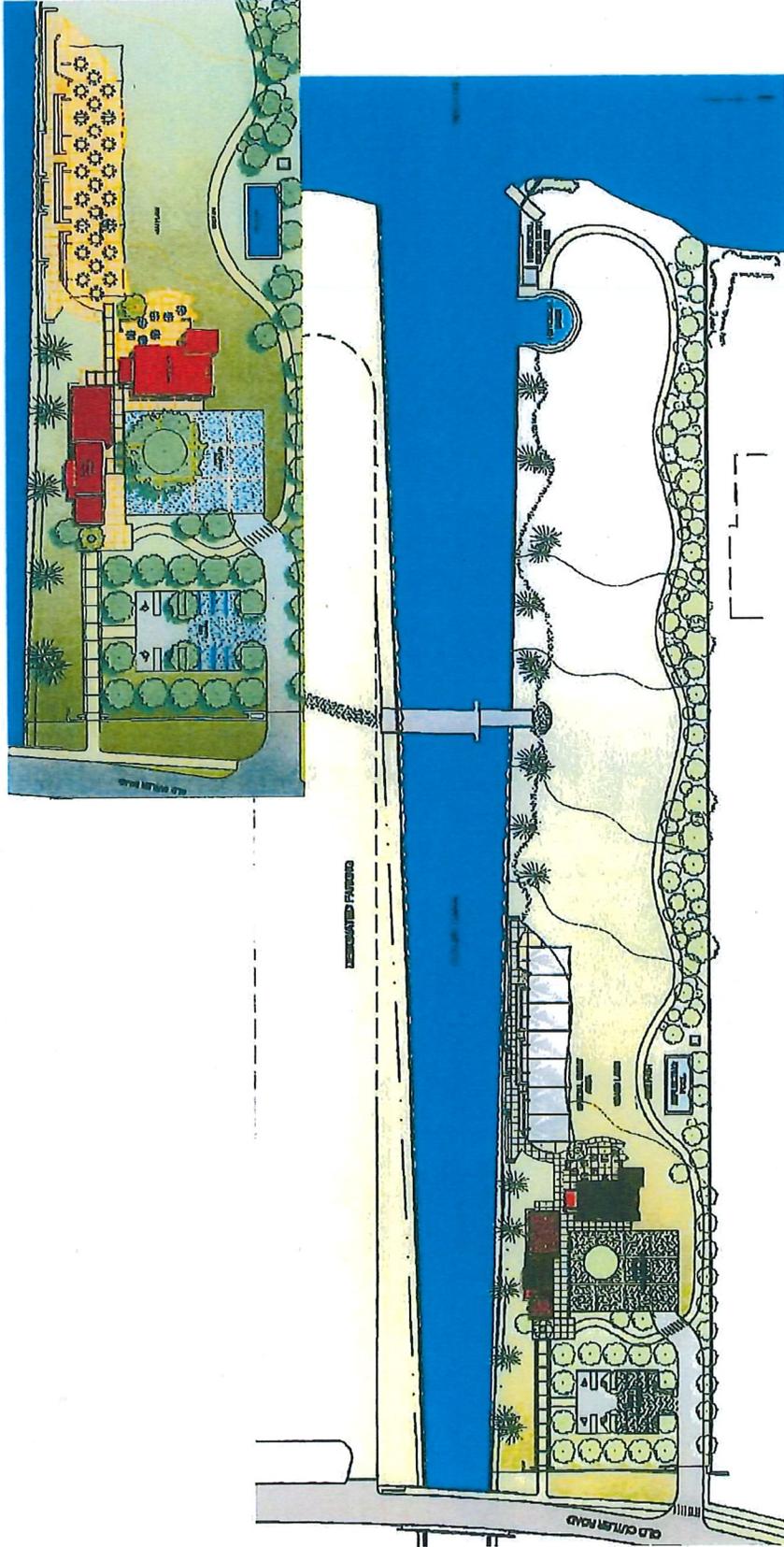
10  
11

12 FINAL VOTE AT ADOPTION:

13		
14	Council Member Katyn Cunningham	<u>YES</u>
15		
16	Council Member Tim Schaffer	<u>YES</u>
17		
18	Council Member Larissa Siegel Lara	<u>YES</u>
19		
20	Vice-Mayor John DuBois	<u>NO</u>
21		
22	Mayor Eugene Flinn	<u>NO</u>

# Thalatta Park Parks Master Plan

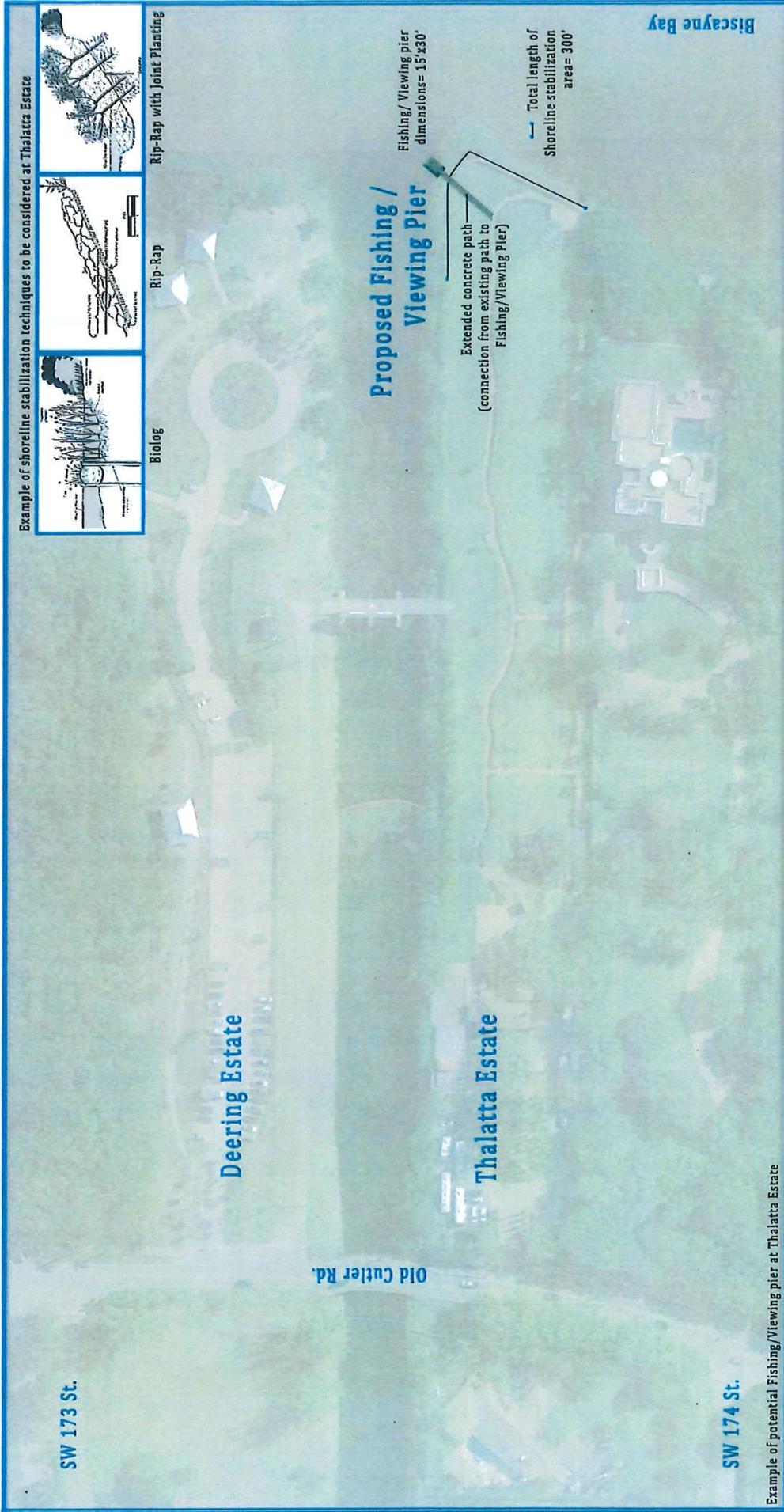
## Section VI



Conceptual Master Plan

Scale - N.T.S.

PHOTO COURTESY OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Example of shoreline stabilization techniques to be considered at Thalatta Estate



Example of potential Fishing/Viewing pier at Thalatta Estate



**FLORIDA INLAND NAVIGATION DISTRICT  
PROJECT AGREEMENT**

PROJECT NO. DA-PB-16-197

This PROJECT AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the Village of Palmetto Bay, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this Agreement and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Thalatta Shoreline Stabilization and Pier Phase I. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at DISTRICT headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this Agreement unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2018 ("PROJECT PERIOD")**, unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2019. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this Agreement beyond September 30, 2018, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A ("PROJECT COSTS") and meeting the requirements of Paragraph 5 below and shall not, in any event, exceed \$50,000.00.

Any modifications to the PROJECT'S Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this Agreement, have provided the DISTRICT with suitable evidence of the availability of such funds using DISTRICT Form #95-01 (Exhibit C) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under the Project Agreement, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B. PROJECT COSTS must be incurred and work performed within the PROJECT PERIOD, with the exception of pre-agreement costs, if any, consistent with Paragraph 6 below, which are also eligible for reimbursement by the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this Project Agreement unless previously delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #90-14) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment

requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of the Agreement, reimbursement for all PROJECTS approved as Phase I projects will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further District funding. Procedures set forth below with respect to reimbursement by the District are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this Agreement.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Paragraph 18 and (5) a Final Project Report as described in Exhibit G. As part of the documentation accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects and surveyors with whom Project Sponsor has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT facility.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** - In the event of a breach of any of the terms of this Agreement by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund the full amount of the ASSISTANCE AMOUNT to DISTRICT, whereupon this Agreement, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17 and 20, PROJECT SPONSOR acknowledges that breach by PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach the DISTRICT were required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17 or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific performance and injunctive relief, and for purposes of determining whether to grant an equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this Project Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of the

Project Agreement, to act on behalf of the PROJECT SPONSOR relative to the provisions of the Project Agreement.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02 (Exhibit F). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this Agreement.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons as well as all other federal, state and local laws, rules and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** - Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of twenty-five (25) years from the completion of the PROJECT, such dedication to be in the form of a deed, lease, management agreement or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** - For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the project entrance of the completed project, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this paragraph shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo

(Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other type projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by project sponsor, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** - Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated 25-year life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this Agreement nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

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

To the PROJECT SPONSOR at:

Village of Palmetto Bay  
Attention: HR & Comm Director, Parks and Recreation  
9705 East Hibiscus Street  
Palmetto Bay, FL 33157

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation and performance of this Agreement shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this document, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT, including but not limited to any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This Agreement, including any exhibits made a part hereof, embodies the entire Agreement and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:

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

FLORIDA INLAND NAVIGATION DISTRICT

By: \_\_\_\_\_  
Executive Director

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

WITNESSES:

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

PROJECT SPONSOR

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

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

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

**EXHIBIT A  
ATTACHMENT E-5**

**FLORIDA INLAND NAVIGATION DISTRICT  
ASSISTANCE PROGRAM 2016**

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

<b>Project Title:</b>	Thalatta Shoreline Stabilization and Fishing/Viewing Pier Design and Permitting (Phase I)
<b>Applicant:</b>	Village of Palmetto Bay

<b>Project Elements</b> <i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i>	<b>Quantity or Total Estimated Cost</b> <i>(Number and/or Footage etc.)</i>	<b>Applicant's Cost</b>	<b>FIND Cost</b>
1) Design and Engineering of shoreline stabilization and pier	\$89,350	\$44,675	\$44,675
2) Preparation, application and securing permits	\$7,650	\$3,825	\$3,825
3) Building Permit Costs	\$3,000	\$1,500	\$1,500

<b>**TOTALS =</b>	<b>\$ 100,000</b>	<b>\$50,000</b>	<b>\$50,000</b>
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## EXHIBIT B

### 2016 CHAPTER 66B-2 WATERWAYS ASSISTANCE PROGRAM

66B-2.001	Purpose
66B-2.002	Forms
66B-2.003	Definitions
66B-2.004	Policy
66B-2.005	Funds Allocation
66B-2.006	Application Process
66B-2.0061	Emergency Applications
66B-2.008	Project Eligibility
66B-2.009	Project Administration
66B-2.011	Reimbursement
66B-2.012	Accountability
66B-2.013	Acknowledgement
66B-2.014	Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015	Small-Scale Derelict Vessel Removal Projects
66B-2.016	Waterways Cleanup Events

#### **66B-2.001 Purpose.**

Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.001.*

#### **66B-2.002 Forms.**

All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.002.*

#### **66B-2.003 Definitions.**

The basic terms utilized in this rule are defined as follows:

- (1) "APPLICANT" means an eligible governmental agency submitting an application through this program.
- (2) "APPLICATION" means a project proposal with the required documentation.
- (3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.
- (4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.
- (5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.
- (6) "DISTRICT" means the Florida Inland Navigation District (FIND).
- (7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.
- (8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

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

(28) "TRIM HEARING" means a public hearing required by Chapter 200, F.S., concerning the tax and budget of the District.

(29) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(30) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the

environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11.*

#### **66B-2.004 Policy.**

The following constitutes the policy of the District regarding the administration of the program:

(1) **Financial Assistance Eligibility:** Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to "waterways" as defined in Rule 66B-2.003, F.A.C.

(2) **Notification:** The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) **Project Approval:** Approval of projects by the District shall be in accordance with these rules.

(4) **Project Accessibility:** Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) **Waterway Impacts:** All development projects must be designed so as not to impact navigation along the District's waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) **Project Maintenance:** The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History—New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.*

#### **66B-2.005 Funds Allocation.**

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-03568> and available from the District office or by download from the District's webpage at: [www.aicw.org](http://www.aicw.org).

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7) and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within

the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels. Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects that provide for commercial/industrial waterway access shall qualify for a maximum of fifty (50) percent funding. All other land acquisition projects shall qualify for a maximum of twenty-five (25) percent program funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. All funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility for a minimum period of 25 years after completion of construction, the District shall require the applicant to refund the program funding.

(8) **Seaport Funding Eligibility:** Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History—New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16.*

#### **66B-2.006 Application Process.**

(1) **Application Period:** With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) **Application Forms:** Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) **Sponsor Resolution:** The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) **Attorney's Certification:** If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) **Maps and Geographic Information:** All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) **Application Review:** Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) **Interlocal Agreements:** Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal

Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163, F.S., or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications", shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.*

#### **66B-2.0061 Disaster Relief Applications.**

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. The District shall consider these applications in accordance with these rules.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06.*

#### **66B-2.008 Project Eligibility.**

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

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

1. Public navigation channel dredging;
2. Public navigation aids and markers;
3. Inlet management projects that are a benefit to public navigation in the District;
4. Public shoreline stabilization directly benefiting the District's waterway channels;
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access;
6. Waterway signs and buoys for safety, regulation or information;
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities;
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities;

9. Derelict Vessel Removal;
10. Waterways related environmental education programs and facilities;
11. Public fishing and viewing piers;
12. Public waterfront parks and boardwalks and associated improvements;
13. Maritime Management Planning;
14. Waterways boating safety programs and equipment;
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat;
2. Restrooms for non-waterway users;
3. Roadways providing access to non-waterway users;
4. Parking areas for non-waterway users;
5. Utilities for non-waterway related facilities;
6. Lighting for non-waterway related facilities;
7. Project maintenance and maintenance equipment;
8. Picnic shelters and furniture for non-waterway related facilities;
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,
13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:
  - a. Project management, administration and inspection;
  - b. Design, permitting, planning, engineering or surveying costs for completed construction project;
  - c. Restoration of sites disturbed during the construction of an approved project;
  - d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1. above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of \$60,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 25 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental

entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the District's final TRIM hearing. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Should the environmental permitting element of an application that has construction elements requiring state or federal environmental permits or authorizations not be completed by the District's final TRIM hearing, the construction portion of the project will not be considered for funding. Whereby funding decisions are completed at the final TRIM hearing, the District will not deviate from the funding schedule to accommodate any application deficiency.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation

credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History—New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16.*

#### **66B-2.009 Project Administration.**

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report", dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and

available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14.*

#### **66B-2.011 Reimbursement.**

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.*

#### **66B-2.012 Accountability.**

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.*

#### **66B-2.013 Acknowledgement.**

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.*

#### **66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.**

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to \$7,500 per project, not to exceed \$22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding \$10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

(5) Hold Harmless Waiver: All volunteers, who are not government employees, shall sign a hold harmless waiver Form No. 02-01 (New 7-30-02) as approved by the District and hereby incorporated by reference and available from the District office.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 7-30-02, Amended 4-24-06, 3-7-11.*

#### **66B-2.015 Small-Scale Derelict Vessel Removal Projects.**

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to \$30,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14.*

#### **66B-2.016 Waterways Cleanup Events.**

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to \$5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, on-line, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional \$5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional \$1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

*Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 3-7-11.*

**EXHIBIT C**

**FLORIDA INLAND NAVIGATION DISTRICT**

**ASSISTANCE PROGRAM**

**Matching Funds Certification**

Sponsor: \_\_\_\_\_

Project Title: \_\_\_\_\_ Project #: \_\_\_\_\_

I hereby certify that the above referenced project Sponsor, as of October 01, 2016, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated \_\_\_\_\_.\*

Project Liaison Name: \_\_\_\_\_

Project Liaison Signature: \_\_\_\_\_

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

\*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT D

FLORIDA INLAND NAVIGATION DISTRICT  
ASSISTANCE PROGRAM  
PAYMENT REIMBURSEMENT REQUEST FORM

PROJECT NAME: \_\_\_\_\_ PROJECT #: \_\_\_\_\_

PROJECT SPONSOR: \_\_\_\_\_ BILLING #: \_\_\_\_\_

Amount of Assistance  
Less Previous Total Disbursements      A. \_\_\_\_\_  
Less Previous Total Retainage Held      B. \_\_\_\_\_  
Balance Available      = \_\_\_\_\_

Funds Requested This Disbursement

Funds Requested      C. \_\_\_\_\_  
Less Retainage (-10% unless final)      D. \_\_\_\_\_  
Check Amount      = \_\_\_\_\_

Amount of Assistance  
Less Total Prior and Current Payments  
Including all retainage held (A+B+C+D)  
Balance Remaining      = \_\_\_\_\_

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Check No. Vendor Name and Date	Total Cost	Applicant Cost	FIND Cost
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**EXHIBIT D (CONTINUED)**

**SCHEDULE OF EXPENDITURES**

<b>Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")</b>	<b>Vendor Name</b>	<b>Check No. and Date</b>	<b>Total Cost</b>	<b>Applicant Cost</b>	<b>FIND Cost</b>
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Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. \*

\_\_\_\_\_  
Project Liaison

\_\_\_\_\_  
Date

\*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

**EXHIBIT E**  
**FLORIDA INLAND NAVIGATION DISTRICT**  
**ASSISTANCE PROGRAM**

**Project Completion Certification**  
[http://www.aicw.org/closeout\\_wap.jsp](http://www.aicw.org/closeout_wap.jsp)

Sponsor: \_\_\_\_\_

Project Title: \_\_\_\_\_ Project #: \_\_\_\_\_

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. \*

Project Liaison Name: \_\_\_\_\_

Project Liaison Signature: \_\_\_\_\_

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

\*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

**EXHIBIT F**

**ASSISTANCE PROGRAM PROJECT  
QUARTERLY STATUS REPORT**

[http://www.nicw.org/wapapp\\_pdf.jhtml?method=view&wapapp\\_pdf.id=1](http://www.nicw.org/wapapp_pdf.jhtml?method=view&wapapp_pdf.id=1)

**PROJECT NO.** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

**PROJECT SPONSOR:** \_\_\_\_\_

**REPORT PERIOD**

Oct 1-DEC 15 \_\_\_; Dec 15-Mar 1 \_\_\_; Mar 1-June 15 \_\_\_; June 15-Sep 1 \_\_\_  
**Report Due:** (Dec 30) (March 15) (June 30) (Sep 15)

**WORK ACCOMPLISHED:**

**PROBLEMS ENCOUNTERED:**

**PERCENTAGE COMPLETION:**

**OTHER NOTABLE ITEMS:**

**EXHIBIT G**  
**ASSISTANCE PROJECT SCHEDULE**

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**OCTOBER 2016 -** Project Agreement Executed, Project Initiates.

**DECEMBER 30, 2016 -** First Quarterly Report Due.

**MARCH 15, 2017 -** Second Quarterly Report Due.  
[http://www.aicw.org/wapapp\\_pdf.html?method=view&wapapp\\_pdf.id=1](http://www.aicw.org/wapapp_pdf.html?method=view&wapapp_pdf.id=1)

**JUNE 30, 2017-** Third Quarterly Report Due.

**SEPTEMBER 15, 2017 -** Fourth Quarterly Report Due.

**DECEMBER 30, 2017 -** Fifth Quarterly Report Due.

**MARCH 15, 2018 -** Sixth Quarterly Report Due.

**JUNE 30, 2018 -** Seventh Quarterly Report Due.

**NOTE: If the project will not be completed and all close out paperwork submitted by September 1<sup>st</sup>, a request for a 1-year extension of the completion date of the project should be submitted with the June 2018 quarterly report.**

**SEPTEMBER 01-30, 2018 -** Closeout paperwork due. [http://aicw.org/closeout\\_wap.jsp](http://aicw.org/closeout_wap.jsp)

Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

**SEPTEMBER 30, 2018 -** End of Grant. All work must be complete closeout paperwork submitted.

October 2018 - District finishes processing closeout paperwork, performs project inspection and submits final reimbursement check with check presentation to sponsor.

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**NOTE: ANY MODIFICATIONS to the PROJECT shall require advance notice and prior written approval of the District. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.**

**\*NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Paragraph 13 of the project agreement.**

**EXHIBIT H**

[http://www.aicw.org/bids.jhtml?method=listByCat\\_id&bids.cat\\_id=4](http://www.aicw.org/bids.jhtml?method=listByCat_id&bids.cat_id=4)

