

KARL N. FLAGG  
MAYOR - COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

GRA KITCHENS  
COMMISSIONER

VERNON MYERS  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER



*Regular meeting 2nd and 4th Thursdays each month at 6:00 p.m.*

ELWIN C. "WOODY" BOYNTON, JR.  
CITY MANAGER

BETSY JORDAN DRIGGERS  
CITY CLERK

RUBY M. WILLIAMS  
FINANCE DIRECTOR

GARY S. GETCHELL  
CHIEF OF POLICE

MICHAEL LAMBERT  
CHIEF FIRE DEPT.

DONALD E. HOLMES  
CITY ATTORNEY

**AGENDA**  
**CITY OF PALATKA**  
**July 9, 2009**

**CALL TO ORDER:**

- a. Invocation – Pastor Brian Oswald, Sr. Pastor, Christian Victory Fellowship
- b. Pledge of Allegiance
- c. Roll Call

**APPROVAL OF MINUTES – 6-11-09**

**1. PUBLIC RECOGNITION**

- a. **MDA 2008 Boot Drive Award** – Palatka Fire Department – MDA District Director Brittany Lara

**2. PUBLIC COMMENTS - (Speakers limited to three minutes – no action taken on items)**

**3. CONSENT AGENDA:**

- \*a. **Authorize execution of Change Order #8 in the amount of \$181,508.87** to WPC Industrial, Inc. contract for RC Willis Water Treatment Plant Improvements, per recommendation of WTP Superintendent and Hoyle Tanner & Associates, Project Administrators.
- \*b. **Authorize acceptance of FAA Grant Offer for \$120,687.00 for Kay Larkin Airport for Drainage & Apron Rehabilitation (Design Only) project** at Palatka Municipal Airport
- \*c. **Authorize acceptance of Historic Preservation Grant in the amount of \$50,000.00** from Florida Dept. of State for the Larimer Arts Center Handicapped Restroom Project.
- \*d. **Authorize execution of contract in the amount of \$7,550.00 with Robert E. Taylor, AIA Architect PA** for architectural services on proposed handicapped access for the Larimer Arts Center project, per City Manager's recommendation
- \*e. **Award bid in the amount of \$52,000.00 to Fred Fox Enterprises, Inc.** for Administrative Services of CDBG 09DB-4N-04-64-02-N14, Madison St./North Side Water Line, per results of RFP and recommendation of Staff committee
- \*f. **Authorize execution of Contract with Ayres Associates in the amount of \$22,020.00** for bidding assistance & construction administration for Dunham St. Water Main Project, CDBG N14
- \*g. **PULLED**
- \*\*h. **Deny American Legion Post 45 Request for roof repairs to Post 45 Building** as the building is not owned by the City of Palatka
- \*i. **Reappoint Betty Willis to the Board of Zoning Appeals** for a five-year term to expire July, 2014 (incumbent – sole applicant).
- \*j. **Accept Ronald Becker's resignation from the Code Enforcement Board** eff. 6-24-09.
- \*k. **Declare as surplus for disposition per department requests:**
  1. 1994 Buick Century – Golf Course
  2. 1999 Ford Explorer – Golf Course
  3. 2000 Chevy Impala – Fire Dept.
  4. HP Laser Printer – Building & Zoning

**AGENDA - CITY OF PALATKA**  
**July 9, 2009**  
**Page 2**

- \* 4. **RESOLUTION 8-56** authorizing the Renewal of the FDOT Local Maintenance Agreement FIN Project No. 41021417297 for maintenance of the Right-of-Ways along SR 15, SR 20 and SR 100 – Adopt.
- \* 5. **ORDINANCE** amending the Code of Ordinances by revising Section 54-76(c), adding a preference given to property owners within the designated historic districts for appointment to the Historic Preservation Board – 1<sup>st</sup> Reading
- \* 6. **RIVERFRONT PARK PLANNING AND ENGINEERING CONTRACT PROPOSAL** with Michael Redd & Associates
- 7. **ADMINISTRATIVE REPORTS**
- 8. **COMMISSIONER COMMENTS**
- 9. **ADJOURN**

\*Attachment  
\*\*Separate Cover

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FS 286.105

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE CITY CLERK'S OFFICE AT 329-0100 AT LEAST 24 HOURS IN ADVANCE TO REQUEST ACCOMMODATIONS.

**Upcoming Events:**

July 13, 2009; 9:00 a.m. – New Airport Terminal Ribbon Cutting Ceremony  
August 13 – 15, 2009 – FLC Annual Conference, Orlando, FL  
September 7, 2009 – City Offices closed in observance of Labor Day  
November 19 – 20, 2009 – FLC Annual Legislative Conference, Orlando, FL

*Agenda  
Item*

*3a*

320 North Moody Rd.  
Palatka, FL 32177  
Tel. (386) 329-0144  
Fax (386) 329-0106

*City of Palatka*  
*R. C. Willis Water Plant*

**To:** Mayor Karl Flagg; Vice Mayor Mary Lawson Brown; Commissioner James Norwood;  
Commissioner Allegra Kitchens; Commissioner Vernon Myers; City Manager Woody Boynton

**From:** Melvin Register, Water Plant Superintendent

**Date:** July 2, 2009

**RE:** Consent Item; Change Order #8

---

The following Change Order to the R.C. Willis Water Treatment Plant Improvement Project Construction Contract with WPC Industrial Contractors, LTD., is submitted to the City Commission for approval on the consent agenda:

**Change Order #8** – Change Order #8 consists of eight (8) parts:

1. Cost Proposal #22 - **\$4,507.32** to provide and install a new pressure transmitter for the Elevated Water Storage Tank. This will allow staff to monitor Distribution System pressure when the tank is removed from service for maintenance.
2. Cost Proposal #23 - **\$2,300.00** to remove and replace the damaged access ladder in the 500,000 gallon Ground Storage Tank.
3. Cost Proposal #25 - **\$17,815.57** to furnish and install pH probes to monitor raw water pH and control acid feed prior to the degassifiers and to install a turbidimeter to monitor flocculated water turbidity prior to filtration. This will allow observation of filtration effectiveness and process adjustment for maximum efficiency.
4. Cost Proposal #26 - **\$5,735.87** to furnish and install a High Water Monitoring and Alarm System for the trenches beneath the filtration units. This will prevent water damage to electrical equipment in case of flooding or leaks.
5. Cost Proposal #28 - **\$67,533.75** to repair the concrete structure of the dome of 500,000 gallon Ground Storage Tank.
6. Cost Proposal #29 - **\$66,319.00** to pipe and install a Backwash Water Storage Tank. This will allow the use of process filtrate for backwashing the filters and eliminates the possibility of fouling the filters with debris during the backwash process.
7. Cost Proposal #30 - **\$882.74** for sales tax on materials used to complete items #3 and #4 above. Taxes on materials were not figured into Cost Proposals #26 & #26.
8. Cost Proposal #31 - **\$16,414.62** to install Bubbler with pH control System for Hydrochloric Acid Tank ventilation. This is to neutralize acid fumes from the off-gassing and filling of the bulk storage tank.

The total added cost for the items covered by this Change Order is **\$181,508.87**. One Hundred and Sixty Nine (169) additional days are added to the contract time.

Eighty-five percent of the cost of this Change Order will be covered by the SRF 85/15 Grant/ Loan from the Department of Environmental Protection.

**HOYLE, TANNER & ASSOCIATES, INC.**  
**CHANGE ORDER**

---

**PROJECT: R. C. Willis Water Treatment Plant Improvements**  
City of Palatka  
201 North 2<sup>nd</sup> Street  
Palatka, FL 32177

**CHANGE ORDER NUMBER: 8**

**TO CONTRACTOR: WPC Industrial Contractors, LTD.**  
11651 Philips Highway  
Jacksonville, FL 32256

**DATE: June 30, 2009**

**The Contract is changed as follows:**

- A. Furnish and install new pressure transmitter for the elevated tank. Cost as detailed in WPC Cost Proposal #22 dated April 7, 2009 (copy attached). Cost for this item is an additional **\$4,507.32**
- B. Remove damaged existing ladder and furnish and install new ladder in 500,000 gallon ground storage tank. Cost as detailed in WPC Cost Proposal #23 dated April 20, 2009 (copy attached). Cost for this item is an additional **\$2,300.00**
- C. Furnish and install pH controller and probes to monitor raw water pH and control acid feed prior to the degassifiers. Install turbidimeter, furnished by others, to monitor flocculated water turbidity prior to entering the UF Membranes. Provide SCADA System programming modifications to allow pacing of acid feed pumps with based on flow, pH or flow with pH trim. Cost as detailed in WPC Cost Proposal #25 dated May 4, 2009 (copy attached). Cost for this item is an additional **\$17,815.57**
- D. Furnish and install High Trench Water Monitoring including HMI/PLC Programming Modifications and Float Switches. Cost as detailed in WPC Cost Proposal #26 dated May 4, 2009 (copy attached). Cost for this item is an additional **\$5,735.87**
- E. Remove and replace the deteriorated concrete in the center of the 500,000 gallon tank dome. Cost as detailed in WPC Cost Proposal #28 dated May 14, 2009 (copy attached). Cost for this item is an additional **\$67,533.75**
- F. Install a Backwash Water Storage Tank furnished by the Owner and furnish and install associated piping, concrete pad and appurtenances as shown on drawing by Hoyle, Tanner & Associates (copy attached). Cost as detailed in WPC Cost Proposal #29 Revised dated June 11, 2009 (copy attached). Cost for this item is an additional **\$66,319.00**
- G. Sales tax for materials furnished for the work of cost proposals #25 and #26 (Items C & D above). Cost as detailed in WPC Cost Proposal #30 dated June 4, 2009 (copy attached). Cost for this item is an additional **\$882.74**
- H. Install Bubbler with pH control System for hydrochloric acid tank vents. Cost as detailed in WPC Cost Proposal #31 dated June 26, 2009 (copy attached). Cost for this item is an additional **\$16,414.62**

The total added cost for the items covered by this Change Order is \$181,508.87. One Hundred and Sixty Nine (169) additional days are added to the contract time.

Not valid until signed by the Owner, Engineer, and Contractor.

The original Contract Sum.....	\$	10,916,000.00
Net change by previously authorized Change Orders .....	\$	(-) 4,556,862.72
Contract Sum to Date.....	\$	6,359,137.28
Contract Sum will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order in the amount of.....	\$	181,508.87
The new Contract Sum including this Change Order will be.....	\$	6,540,646.15
The Contract Time will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by.....		169 Days.
The date of Substantial Completion as of the date of this Change Order therefore is.....		September 15, 2009

Hoyle, Tanner & Associates, Inc.  
ENGINEER

WPC Industrial Contractors, LTD.  
CONTRACTOR

City of Palatka  
OWNER

18 Lyman Street, Suite Q

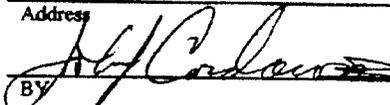
11651 Phillips Highway

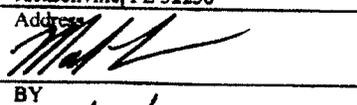
201 North 2<sup>nd</sup> Street

Westborough, MA 01581  
Address

Jacksonville, FL 32256  
Address

Palatka, FL 32177  
Address

BY 

BY 

City Manager

DATE 6/30/09

DATE 6/31/09

DATE



General Contractors License CGC046120

11651 Philips Highway, Jacksonville, Florida 32256  
 Telephone: 904 268 0099 Fax: 904 268 2022  
 www.wpcind.com

## COST PROPOSAL # 22

**DATE:** April 7, 2009

**PROJECT:** R C Willis Water Treatment Plant Improvements

**TO:** John Cordaro, P.E.  
 Prism Environmental  
 18 Lyman Street  
 Westborough, MA 01581

**FROM:** Mark Thompson

**RE:** New Pressure Transmitter at Elevated Tank

This cost proposal is for the installation of the pressure transmitter at the elevated tank. Please note that this cost proposal will not require any work or material from WPC. Please note all comments and any exclusion from Siemens

Siemens Quote	\$ 3,663.00
Tax 7%	<u>\$ 256.41</u>
Subtotal	\$ 3,919.41
WPC Mark Up	<u>\$ 587.91</u>
Total	<b>\$ 4,507.32</b>

Thank you for the opportunity to quote this.

Sincerely

Mark Thompson  
 Project Manager  
 WPC Industrial Contractors Inc.  
 Tel. (904) 268-0099 Ext. 213

Total sell price for Item A to C is \$ 3,663.00 net; excluding all taxes. Taxes will be added to invoices.

### Exclusions:

Unless specifically referenced above, Siemens Water Technologies excludes:

- All taxes, fees, permits, lien waivers, bonds and licenses.
- ISA loop drawings or P&IDs.
- Pricing for items having a quantity of more than 1 cannot be assumed to be equally divisible into the total item price. If a quantity less than quoted is required please consult Siemens Water Technologies for pricing verification or a new quotation.
- Receipt, storage, setting in place, installing or terminating any equipment or instrument.
- The supply of any mechanical appurtenances for panels or instruments. This includes, but is not limited to power company transformers/metering, pumps, motors, pull boxes, junction boxes, piping, tubing, valves, lighting panels, transformers, anchors, support stands, ground cables or rods, stilling wells, etc.
- The supply of interconnecting materials external to enclosures, i.e. wiring, cable, conduit, pressure taps, tubing, telemetry or phone lines, or special cables.
- The supply of or installation of separate mounting brackets, bases, stands, pushbutton stations, power fuses, pilot control switches, disconnects, manual starters or disconnect panels unless specifically listed in our scope of supply.
- Any demolition, removal, transfer or disposal.
- Concrete work of any type.
- Installation and final termination of all wires or cables.
- Communication cable / telephone line coordination or connection.
- Jobsite progress or preconstruction meeting attendance.
- Any specialty electrical testing, including but not limited to insulation, resistance, grounding.
- Any specialty tools used for construction, testing or startup of equipment.

### Proposed Delivery Schedule:

Siemens Water Technologies' commitment to deliver in accordance within the contract schedule is contingent upon a prompt receipt of order, prompt negotiations of terms and conditions and a prompt submittal review/approval process. Our timeline for delivery schedules will begin once terms and conditions are negotiated and agreed upon by buyer and seller.

### Delivery and Storage:

Freight allowed to job site, net F.O.B. Shipping Point. Off-loading and storage at site is the responsibility of others.

### Terms:

Quotation is valid for 30 days. Based on previously negotiated Siemens Water Technologies Terms and Conditions of sale. An invoice for the total purchase price will be issued upon shipment. Invoice payment terms net 30 days (based upon credit approval).

In accordance with Sarbanes-Oxley procedures/rules, Siemens Water Technologies requires negotiated terms and conditions prior to working on any projects.

Siemens Water Technologies is scheduling for delivery of goods, as denoted in the *Proposed Delivery Schedule* portion of this proposal. Siemens Water Technologies will not accept or be held responsible for liquidated damages back charges resulting from project delays. (i.e. Force Majeure, late return of submittal drawings, construction delays, site not ready for our equipment in time for reasonable install and startup, etc.) Siemens Water Technologies will not be responsible for additional engineering costs incurred due to project delays outside of our control.

<b>To:</b> <u>WPC Industrial Contractors, LTD</u>	<b>Quotation Date:</b> <u>03/24/09</u>
<b>Attn:</b> <u>Mark Thompson</u>	<b>Bid Date / Time:</b> <u>na</u>
<b>Phone:</b> <u>904-268-0099 x213</u>	<b>Estimated by:</b> <u>Dale Holstin</u>
<b>Fax:</b> <u>904-268-2922</u>	<b>Phone Number:</b> <u>651-766-2700</u>
<b>E-Mail:</b> <u>thompson@wpcind.com</u>	<b>Salesperson:</b> <u>Brett McQuade</u>
	<b>Customer Reference:</b> <u>505512</u>

<b>Project:</b> <u>Palatka, FL RC Willis WTP Improvements.</u>	<b>Quotation Number:</b> <u>CO No. 7</u>
<u>CO No. 7 - Tank Pressure Monitoring</u>	

**Revision History:**

0 - Initial Issue

Siemens Water Technologies is pleased to provide a quotation for the following additions per your discussions with Brett McQuade, Siemens Water Technologies.

Our itemized scope of supply is listed below. Siemens Water Technologies will not provide any items that are not specifically listed.

Item	Qty.	Description
A	1	<p><b>Elevated Tower Pressure Transmitter.</b> Equipment mounted in the existing tower structure to monitor pressure at the tower location. Tower Pressure Transmitter will be wired to spare input in Tower RTU Control Panel.</p> <p>To include:</p> <p><b>Qty Item</b></p> <ul style="list-style-type: none"> <li>1 Siemens Pressure Transmitter, 0-100 PSI, 1/2 IN NPT Female process connection, digital indicator, mounting bracket and B&amp;B Valve</li> <li>1 Phoenix Pipetrab Surge Arrestor, 2 wire</li> <li>1 IsoLink Loop Power Supply</li> </ul>
B	1	<p><b>Installation and Startup Services</b></p> <ul style="list-style-type: none"> <li>• Install pressure transmitter. Pressure transmitter will replace existing pressure transmitter.</li> <li>• Existing copper tubing and existing conduit/wire will be connected to new pressure transmitter.</li> <li>• Note: Installation does not require tapping the line. Existing tubing will be reused.</li> <li>• Terminate pressure signal to spare input at RTU, verify input and SCADA system monitoring of Tower System Pressure Signal.</li> <li>• Master LC/PLC and HMI software updates for monitoring and display of new pressure signal.</li> </ul>
C	1	O&M Manual Documentation Updates



General Contractors License CGC046120

11651 Philips Highway, Jacksonville, Florida 32256  
Telephone: 904 268 0099 • Fax: 904 268 2922  
www.wpcind.com**COST PROPOSAL # 23****DATE: April 20, 2009****PROJECT: R C Willis Water Treatment Plant Improvements****TO:** John Cordaro, P.E.  
Prism Environmental  
18 Lyman Street  
Westborough, MA 01581**FROM:** Mark Thompson**RE: Ladder Inside Crom Tank**

Below is the removal of old ladder and installation of a new ladder inside the 500,000 Crom Tank.

Ladder	\$ 2,000.00
WPC Mark-Up	<u>\$ 300.00</u>
<b>Total</b>	<b>\$ 2,300.00</b>

Thank you for the opportunity to quote this.

Sincerely

A handwritten signature in black ink, appearing to read 'M. Thompson', written over a horizontal line.

Mark Thompson  
Project Manager  
WPC Industrial Contractors Inc.  
Tel. (904) 268-0099 Ext. 213



April 13, 2009

Via Email: [thompson@wpcind.com](mailto:thompson@wpcind.com)

Mark Thompson  
WPC Industrial Contractors LTD  
11651 Phillips Highway  
Jacksonville, FL 32256

Subject: Change Order Proposal #003  
R.C. Willis Water Treatment Plant Improvements (Palatka, FL)  
WPC No. 7004, CECS No. 57045

Dear Mr. Thompson:

As requested, Crom Engineering and Construction Services, Inc. (CECS) is submitting this change order proposal for the modification of the prestressed concrete tank as described below in accordance with all applicable codes and standards including OSHA and AWWA, ACI and standard prestressed concrete tank design.

1. SERVICES TO BE FURNISHED BY CROM ENGINEERING AND CONSTRUCTION SERVICES, INC.

We propose to furnish all supervision, labor, material, and equipment required to complete the work, except as noted in Paragraph 2. The services to be furnished by Crom Engineering and Construction Services, Inc. are specifically:

- A. Removal and disposal of existing fiberglass interior ladder.
- B. Fabrication and installation of new 11'-4" fiberglass interior ladder.

This work shall be performed on the following tank:

- 500,000-Gallon GST  
90'-0" ID x 10'-8" SWD  
(Crom Job No. 8138)

2. MATERIALS AND SERVICES FURNISHED BY OTHERS

It is understood that the following services shall be provided by others without expense to Crom Engineering and Construction Services, Inc.

- A. Adequate access to the tank site including open storage space for our vehicles, equipment and materials, conveniently located near the tank to be modified.

**CROM ENGINEERING & CONSTRUCTION SERVICES, INC.**

8801 SW Archer Road • Bainesville, Florida 32808 • 352-548-3349 • Fax: 352-548-3448





General Contractors License CGC046120

11651 Philips Highway, Jacksonville, Florida 32256  
 Telephone: 904 268 0099 • Fax: 904 268 2922  
 www.wpcind.com

## COST PROPOSAL # 25 Preliminary

**DATE:** May 4, 2009

**PROJECT:** R C Willis Water Treatment Plant Improvements

**TO:** John Cordaro, P.E.  
 Prism Environmental  
 18 Lyman Street  
 Westborough, MA 01581

**FROM:** Mark Thompson

**RE:** pH & Turbidity Monitoring Option #2

The below quote is for Option #2 – Monitoring with pH High / Low Alarms and Temperature Indication and Flow Pacing. Please see Siemens Quote for Exclusions.

Siemens	\$ 10,325.00
Jenkins PH Quote	\$ 2,280.00
Jenkins Turbidity Quote	\$ 1,660.00
Mechanical material pricing	\$ 475.54
WPC Labor 16 hours@ \$35/hr	<u>\$ 560.00</u>
Sub Total	\$ 15,300.54
WPC Mark -Up	<u>\$ 2,295.08</u>
Subtotal	\$ 17,595.62
Bond 1.25%	<u>\$ 219.95</u>
<b>Total</b>	<b>\$ 17,815.57</b>

Thank you for the opportunity to quote this.

Sincerely

Mark Thompson  
 Project Manager  
 WPC Industrial Contractors Inc.  
 Tel. (904) 268-0099 Ext. 213



Quotation

Siemens Water Technologies Corp.
1238 WILLOW LAKE BLVD
VADNAIS HEIGHTS, MN 55110
Phone: 651.766.2700
Fax: 651.766.2701
Page 1 of 4

Table with contact and quotation details: To: WPC Industrial Contractors, LTD., Attn: Mark Thompson, Phone: 904-268-0099 ext. 213, Fax: 904-268-2922, E-Mail: thompson@wpcind.com, Quotation Date: April 30, 2009, Bid Date / Time: N/A, Estimated by: Michael Healy, Phone Number: 651.766.2721, Salesperson: Brett McQuade, Customer Reference: TBD

Project: Palatka, FL - pH & Turbidity Monitoring, Quotation Number: 090430MTH2SARR

Revision History:

0 - Initial Issue

We are pleased to provide a quotation on the following additions to the existing Siemens Water Technologies SCADA system at Palatka, Florida. Our quotation is in accordance with the following description, less any clarifications and exclusions listed below.

Our itemized scope of supply is listed below. Siemens Water Technologies will not provide any items that are not specifically listed.

Option 1 - Monitoring Only with pH High/Low Alarms and Temperature Indication

Table with 3 columns: Item, Qty, Description. Row A: 1 Lot Engineering, CAD, PLC and HMI Programming to monitor two (2) pH/Temp and one (1) Turbidity. Row B: 2 Hach SC100 Controllers w/Combination pH/Temp Probes w/Surge Arrestors. Row C: 1 Startup Services.

Total sell price for Items A through C is \$9,037.00 net

Option 2 - Monitoring with pH High/Low Alarms and Temperature Indication; Selector Switch for Raw Water Acid Feed Control (Flow Pacing Only, pH Pacing Only, Flow Pacing and pH Trim

Table with 3 columns: Item, Qty, Description. Row D: 1 Lot Engineering, CAD, PLC and HMI Programming to monitor two (2) pH/Temp and one (1) Turbidity; Provide Pacing as Described Above. Row E: 2 Hach SC100 Controllers w/Combination pH/Temp Probes w/Surge Arrestors. Row F: 1 Startup Services.

Total sell price for Items D through F is \$10,325.00 net

### Clarifications:

- It shall be the Purchaser's responsibility at the time start-up service is requested that jobsite conditions be ready for start-up service. All necessary utilities, such as air, water, electrical, and low voltage terminations shall be connected and functional. In addition, all process items directly related to the instrumentation system, such as pumps, motors, feeders, process equipment, etc shall be installed and ready for startup. Field Start-up and Training Services for this project are based on one (1) trip to the site. Any additional trips required to complete startup, resulting from non-Siemens Water Technologies equipment being non-functional or any additional time spent as a result of the Purchaser's failure to comply with the above, shall be charged to the Purchaser at the current demand service rate. We require notification at least ten (10) working days prior to the date start-up service is required.

### Exclusions:

Unless specifically referenced above, Siemens Water Technologies excludes:

- All taxes, fees, permits, lien waivers, bonds and licenses.
- Onsite installation supervision.
- ISA loop drawings or P&IDs.
- Turbidity Analyzer, associated installation and calibration.
- Jobsite progress or preconstruction meeting attendance.
- Receipt, storage, setting in place, installing or terminating any wiring, equipment or instruments.
- The supply of any mechanical appurtenances for panels or instruments. This includes, but is not limited to power company transformers/metering, pumps, motors, pull boxes, junction boxes, piping, tubing, valves, lighting panels, transformers, anchors, support stands, ground cables or rods, stilling wells, etc.
- The supply of interconnecting materials external to enclosures, i.e. wiring, cable, conduit, pressure taps, tubing, telemetry or phone lines, or special cables.
- The supply of separate mounting brackets, bases, stands, pushbutton stations, power fuses, pilot control switches, disconnects, manual starters or disconnect panels.
- Any demolition, removal, transfer or disposal.
- Communication cable / telephone line coordination or connection.
- Any specialty electrical testing, including but not limited to insulation, resistance, grounding.
- Any specialty tools used for construction, testing or startup of equipment.

### Proposed Delivery Schedule:

Drawings 8 to 12 weeks after acceptance of order, delivery 8 to 12 weeks after approval.

Siemens Water Technologies' commitment to deliver in accordance within the contract schedule is contingent upon a prompt receipt of order, prompt negotiations of terms and conditions and a prompt submittal review/approval process. Our timeline for delivery schedules will begin once terms and conditions are negotiated and agreed upon by buyer and seller.

### Delivery and Storage:

Freight allowed to job site, net F.O.B. Shipping Point. Off-loading and storage at site is the responsibility of others.

### Terms:



**Quotation**

Siemens Water Technologies Corp.  
1238 WILLOW LAKE BLVD  
VADNAIS HEIGHTS, MN 55110  
Phone: 651.766.2700  
Fax: 651.766.2701  
Page 3 of 4

Quotation is valid for 90 days. Based on Siemens Water Technologies' General Terms and Conditions of sale, copy attached. An invoice for the total purchase price will be issued upon shipment. Invoice payment terms net 30 days (based upon credit approval).

In accordance with Sarbanes-Oxley procedures/rules, Siemens Water Technologies requires negotiated terms and conditions prior to working on any projects.

**Liquidated Damages:**

Siemens Water Technologies is scheduling for delivery of goods, as denoted in the *Proposed Delivery Schedule* portion of this proposal. Siemens Water Technologies will not accept or be held responsible for liquidated damages back charges resulting from project delays. (i.e. Force Majeure, late return of submittal drawings, construction delays, site not ready for our equipment in time for reasonable install and startup, etc.) Siemens Water Technologies will not be responsible for additional engineering costs incurred due to project delays outside of our control.

Thank you for this opportunity to be of service.

Sincerely,

Michael Healy  
Applications Engineer  
[Michael.T.Healy@Siemens.com](mailto:Michael.T.Healy@Siemens.com)

**SIEMENS WATER TECHNOLOGIES CORP.**  
**CONTROL SYSTEMS PRODUCTS & SERVICES**  
**EXHIBIT "A" STANDARD TERMS OF THE SALE OF EQUIPMENT**

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorney's fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Seller's facility. The risk of loss shall pass to the Buyer upon delivery of the equipment to the carrier.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefore. Provided however, all transportation charges for the return of and the cost of labor for removal of the defective Equipment or, the re-installation of the repaired or replacement Equipment shall be paid by the Buyer. Replaced Equipment shall become the property of the Seller. In the case of a material defect in paid services, provided under contract, Seller's sole obligation shall be to re-perform the services to meet the requirements. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating within specifications and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs, alterations or additions and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action, corrosion, dust or dirt, wear and tear under normal operating conditions, burnout, exposure to environmental, operational, electrical, surges or lightning conditions exceeding specifications, accident or catastrophe, misuse, abuse, improper handling or storage or, improper installation (unless installed by Seller). **THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.**
7. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller in writing of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgment issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.

**Mark Thompson**

**From:** danny ibison [d\_ibison@yahoo.com]  
**Sent:** Tuesday, May 12, 2009 8:47 AM  
**To:** Mark Thompson  
**Subject:** Re: Palatka price

16" x 2" saddle JCM 406 \$ 144.00  
2" MIP X FIP BALL CORP - \$ 144.00

14" x 1" saddle - 122.00  
1" mip x fip corp- 34.43

all FFA TO SITE

*Handwritten calculation:*  
444.43  
- 31.11  
-----  
475.54

**Legal Notice:** This e-mail and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail

**From:** Mark Thompson <thompson@wpcind.com>  
**To:** John Bunn <jbunn@mcdadewaterworks.com>; d\_ibison@yahoo.com  
**Sent:** Tuesday, May 12, 2009 8:24:05 AM  
**Subject:** Palatka price

I need a price for 2- 16" by 2" saddle taps with 2- 2" corp stops, 1- 14" by 1" saddle tap with 1" corp stop  
Can I get this price in about 15 Minutes please  
This is for the Palatka project

Mark Thompson  
Project Manager  
WPC Industrial Contractors, LTD  
11851 Philips Hwy.  
Jacksonville, Florida 32256  
904-268-0099 X 213  
904-268-2922 FAX  
904-622-7891 CELL

5/12/2009

**Mark Thompson**

---

**From:** tom jenkins [tje@windstream.net]  
**Sent:** Monday, May 11, 2009 10:52 PM  
**To:** Mark Thompson  
**Subject:** RE: Palatka change order pricing

Mark,  
Here is the change order prices:

PH Monitor Meter	\$1,180.00 materials
	\$1,100.00 labor
Total Materials & Labor	\$2,280.00
Turbidity Monitor	\$ 800.00 materials
	\$ 860.00 labor
Total Materials & Labor	\$1,660.00
Trench Monitoring	\$ 760.00 materials
	\$ 600.00 labor
Total Materials & Labor	\$1,360.00

Thanks,

Tom Jenkins, Jr.  
Tom Jenkins Electrical Service, Inc  
385 SW 2nd Avenue  
Lake Butler, FL 32054  
386-496-8287 Office  
386-496-0977 Fax  
386-867-4479 Cell

---

**From:** Mark Thompson [mailto:thompson@wpcind.com]  
**Sent:** Friday, May 08, 2009 3:47 PM  
**To:** Jenkins, Tom  
**Cc:** Cordaro, John  
**Subject:** Palatka change order pricing  
**Importance:** High

Tom  
I need the pricing for the change orders from Siemens  
Please consider this Urgent  
Thank you,

Mark Thompson  
Project Manager  
WPC Industrial Contractors, LTD  
11651 Phillips Hwy.  
Jacksonville, Florida 32256  
904-268-0099 X 213  
904-268-2922 FAX  
904-622-7891 CELL

5/12/2009



General Contractors License CGC046120

11651 Philips Highway, Jacksonville, Florida 32256  
 Telephone: 904 268 0099 • Fax: 904 268 2922  
 www.wpcind.com

## COST PROPOSAL # 26

**DATE:** May 4, 2009

**PROJECT:** R C Willis Water Treatment Plant Improvements

**TO:** John Cordaro, P.E.  
 Prism Environmental  
 18 Lyman Street  
 Westborough, MA 01581

**FROM:** Mark Thompson

**RE:** Trench Monitoring

The below quote is for the Trench Monitoring. Please see Siemens Quote for Exclusions.

Siemens	\$ 3,554.00
Jenkins Quote	<u>\$ 1,360.00</u>
Subtotal	\$ 4,914.00
WPC Mark-Up	<u>\$ 737.10</u>
Subtotal	\$ 5,651.10
Bond 1.25%	<u>\$ 84.77</u>
<b>Total</b>	<b>\$ 5,735.87</b>

This Quote DOES NOT include any work that may need to be preformed by WPC.

Thank you for the opportunity to quote this.

Sincerely

Mark Thompson  
 Project Manager  
 WPC Industrial Contractors Inc.  
 Tel. (904) 268-0099 Ext. 213

# SIEMENS

## Quotation

Siemens Water Technologies Corp.  
1239 WILLOW LAKE BLVD  
VADNAIS HEIGHTS, MN 55110  
Phone: 651.766.2700  
Fax: 651.766.2701  
Page 1 of 5

To: WPC Industrial Contractors, LTD.	Quotation Date: April 30, 2009
Attn: Mark Thompson	Bid Date / Time: N/A
Phone: 904-268-0099 ext. 213	Estimated by: Michael Healy
Fax: 904-268-2922	Phone Number: 651.766.2721
E-Mail: thompson@wpcind.com	Salesperson: Brett McQuade
	Customer Reference: TBD

Project: Palatka, FL – Trench Monitoring	Quotation Number: 090430MTH1SARR
--	----------------------------------

### Revision History:

0 – Initial Issue

We are pleased to provide a quotation on the following additions to the existing Siemens Water Technologies SCADA system at Palatka, Florida. Our quotation is in accordance with the following description, less any clarifications and exclusions listed below.

Our itemized scope of supply is listed below. Siemens Water Technologies will not provide any items that are not specifically listed.

Item	Qty.	Description
A.	1	<p>High Trench Water Alarm Monitoring. To include:</p> <p>The High-High Trench water Level alarm will function as follows:</p> <ol style="list-style-type: none"><li>1. The high trench water level alarm will sound an alarm notifying the operators that the water level in the trench has reached a level above the sump pump.</li><li>2. If the water level continues to rise the high-high alarm will be initiated and will shut down the following:<ol style="list-style-type: none"><li>a. All UF skids</li><li>b. Primary UF Feed Pumps</li><li>c. All backwash pumps</li></ol></li><li>3. The plant will remain in this state until an operator resets each skid manually at the skid. This requires the operator to go to the skids and investigate what is happening.</li><li>4. If the operator decides that the UF skids cannot be reset then they should be able to reset the Primary UF Feed Pumps so that they can supply water to the ground storage tanks via the Bypass.</li></ol> <p>This alarm will not shut down the well pumps. If the Primary UF Feed Pumps shut down the well pumps will shut down when the Floc tank reaches its high water level.</p>



Siemens Water Technologies Corp.  
1239 WILLOW LAKE BLVD  
VADNAIS HEIGHTS, MN 55110  
Phone: 651.768.2700  
Fax: 651.768.2791  
Page 2 of 5

### Quotation

B.	1	HMI/PLC Programming Modifications
C.	2	Gems LS-270 Float Switches
D.	1	Startup Services

Total sell price for Items A through D is \$3,554.00 net

#### Clarifications:

- Quotation is based on the operator manually isolating the skids and running the Plant bypassing the filters.
- It shall be the Purchaser's responsibility at the time start-up service is requested that jobsite conditions be ready for start-up service. All necessary utilities, such as air, water, electrical, and low voltage terminations shall be connected and functional. In addition, all process items directly related to the instrumentation system, such as pumps, motors, feeders, process equipment, etc shall be installed and ready for startup. Field Start-up and Training Services for this project are based on one (1) trip to the site. Any additional trips required to complete startup, resulting from non-Siemens Water Technologies equipment being non-functional or any additional time spent as a result of the Purchaser's failure to comply with the above, shall be charged to the Purchaser at the current demand service rate. We require notification at least ten (10) working days prior to the date start-up service is required.

#### Exclusions:

Unless specifically referenced above, Siemens Water Technologies excludes:

- All taxes, fees, permits, lien waivers, bonds and licenses.
- Onsite installation supervision.
- ISA loop drawings or P&IDs.
- Jobsite progress or preconstruction meeting attendance.
- Receipt, storage, setting in place, installing or terminating any wiring, equipment or instruments.
- The supply of any mechanical appurtenances for panels or instruments. This includes, but is not limited to power company transformers/metering, pumps, motors, pull boxes, junction boxes, piping, tubing, valves, lighting panels, transformers, anchors, support stands, ground cables or rods, stilling wells, etc.
- The supply of interconnecting materials external to enclosures, i.e. wiring, cable, conduit, pressure taps, tubing, telemetry or phone lines, or special cables.
- The supply of separate mounting brackets, bases, stands, pushbutton stations, power fuses, pilot control switches, disconnects, manual starters or disconnect panels.
- Any demolition, removal, transfer or disposal.
- Communication cable / telephone line coordination or connection.
- Any specialty electrical testing, including but not limited to insulation, resistance, grounding
- Any specialty tools used for construction, testing or startup of equipment.

#### Proposed Delivery Schedule:

Drawings 8 to 12 weeks after acceptance of order, delivery 8 to 12 weeks after approval

Siemens Water Technologies' commitment to deliver in accordance within the contract schedule is contingent upon a prompt receipt of order, prompt negotiations of terms and conditions and a prompt submittal review/approval process. Our timeline for delivery schedules will begin once terms and conditions are negotiated and agreed upon by buyer and seller.

# SIEMENS

## Quotation

Siemens Water Technologies Corp.  
1233 WILLOW LAKE BLVD  
VADNAIS HEIGHTS, MN 55110  
Phone: 651.788.2700  
Fax: 651.788.2701  
Page 5 of 5

SIEMENS WATER TECHNOLOGIES CORP.  
CONTROL SYSTEMS PRODUCTS & SERVICES  
EXHIBIT "A" STANDARD TERMS OF THE SALE OF EQUIPMENT

- Acceptable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
- Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1.5% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
- Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Seller's facility. The risk of loss shall pass to the Buyer upon delivery of the equipment to the carrier.
- Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
- Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
- Warranty.** Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefore. Provided however, all transportation charges for the return of and the cost of labor for removal of the defective Equipment or the re-installation of the repaired or replacement Equipment shall be paid by the Buyer. Replaced Equipment shall become the property of the Seller. In the case of a material defect in paid services, provided under contract, Seller's sole obligation shall be to re-perform the services to meet the requirements. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating within specifications and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs, alterations or additions and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action, corrosion, dust or dirt, wear and tear under normal operating conditions, burnout, exposure to environmental, operational, electrical, surges or lightning conditions exceeding specifications, accident or catastrophe, misuse, abuse, improper handling or storage or, improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
- Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller in writing of any claim, and (b) providing reasonable cooperation in the defense of any claim.
- Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
- Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
- LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
- Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.

**SIEMENS**

**Quotation**

Siemens Water Technologies Corp.  
1239 WILLOW LAKE BLVD  
VADNAIS HEIGHTS, MN 55110  
Phone: 651.768.2700  
Fax: 651.768.2701  
Page 4 of 5

**Delivery and Storage:**

Freight allowed to job site, net F.O.B. Shipping Point. Off-loading and storage at site is the responsibility of others.

**Terms:**

Quotation is valid for 90 days. Based on Siemens Water Technologies' General Terms and Conditions of sale, copy attached. An invoice for the total purchase price will be issued upon shipment. Invoice payment terms net 30 days (based upon credit approval).

In accordance with Sarbanes-Oxley procedures/rules, Siemens Water Technologies requires negotiated terms and conditions prior to working on any projects.

**Liquidated Damages:**

Siemens Water Technologies is scheduling for delivery of goods, as denoted in the *Proposed Delivery Schedule* portion of this proposal. Siemens Water Technologies will not accept or be held responsible for liquidated damages back charges resulting from project delays. (i.e. Force Majeure, late return of submittal drawings, construction delays, site not ready for our equipment in time for reasonable install and startup, etc.) Siemens Water Technologies will not be responsible for additional engineering costs incurred due to project delays outside of our control.

Thank you for this opportunity to be of service.

Sincerely,

Michael Healy  
Applications Engineer  
[Michael.T.Healy@Siemens.com](mailto:Michael.T.Healy@Siemens.com)

**Mark Thompson**

---

**From:** tom jenkins [tje@windstream.net]  
**Sent:** Monday, May 11, 2009 10:52 PM  
**To:** Mark Thompson  
**Subject:** RE: Palatka change order pricing

Mark,  
Here is the change order prices:

PH Monitor Meter	\$1,180.00 materials
	\$1,100.00 labor
<b>Total Materials &amp; Labor</b>	<b>\$2,280.00</b>
Turbidity Monitor	\$ 800.00 materials
	\$ 860.00 labor
<b>Total Materials &amp; Labor</b>	<b>\$1,660.00</b>
Trench Monitoring	\$ 760.00 materials
	\$ 600.00 labor
<b>Total Materials &amp; Labor</b>	<b>\$1,360.00</b>

Thanks,

Tom Jenkins, Jr.  
Tom Jenkins Electrical Service, Inc  
385 SW 2nd Avenue  
Lake Butler, FL 32054  
386-496-8287 Office  
386-496-0977 Fax  
386-867-4479 Cell

---

**From:** Mark Thompson [mailto:thompson@wpcind.com]  
**Sent:** Friday, May 08, 2009 3:47 PM  
**To:** Jenkins, Tom  
**Cc:** Cordaro, John  
**Subject:** Palatka change order pricing  
**Importance:** High

Tom  
I need the pricing for the change orders from Siemens  
Please consider this Urgent  
Thank you,

Mark Thompson  
Project Manager  
WPC Industrial Contractors, LTD  
11651 Phillips Hwy.  
Jacksonville, Florida 32256  
904-268-0099 X 213  
904-268-2922 FAX  
904-822-7891 CELL

5/12/2009



General Contractors License CGC046120

11651 Philips Highway, Jacksonville, Florida 32256

Telephone: (904) 268-0099 Fax: (904) 268-2922

www.wpcind.com

**COST PROPOSAL # 28****DATE: May 14, 2009****PROJECT: R C Willis Water Treatment Plant Improvements****TO:** John Cordaro, P.E.  
Prism Environmental  
18 Lyman Street  
Westborough, MA 01581**FROM:** Mark Thompson**RE: Dome Roof Repair**

The below quote is for the removal and replacement of Dome Center Section. Please see the attached quote from Crom for all Exclusions

Crom	\$ 58,000.00
WPC Mark Up	<u>\$ 8,700.00</u>
Subtotal	\$ 66,700.00
Bond 1.25%	<u>\$ 833.75</u>
<b>Total</b>	<b>\$ 67,533.75</b>

Thank you for the opportunity to quote this.

Sincerely

Mark Thompson  
Project Manager  
WPC Industrial Contractors Inc.  
Tel. (904) 268-0099 Ext. 213



May 7, 2009

Via Email: [thompson@wpcind.com](mailto:thompson@wpcind.com)

Mark Thompson  
WPC Industrial Contractors LTD  
11651 Phillips Highway  
Jacksonville, FL 32256

Subject: Change Order Proposal #004  
R.C. Willis Water Treatment Plant Improvements (Palatka, FL)  
WPC No. 7004, CECS No. 57045

Dear Mr. Thompson:

As requested, Crom Engineering and Construction Services, Inc. (CECS) is submitting this change order proposal for the modification of the prestressed concrete tank as described below in accordance with all applicable codes and standards including OSHA and AWWA, ACI and standard prestressed concrete tank design.

1. SERVICES TO BE FURNISHED BY CROM ENGINEERING AND CONSTRUCTION SERVICES, INC.

We propose to furnish all supervision, labor, material, and equipment required to complete the work, except as noted in Paragraph 2. The services to be furnished by Crom Engineering and Construction Services, Inc. are specifically:

- A. Demolition and disposal of the existing deteriorated concrete in the center of the tank dome as identified per the destructive inspection performed by CECS on 4/27/2009. A 30' diameter section in the center of the dome will be removed.
- B. Design of dome replacement repair including detailed shop drawings.
- C. Shoring, forming, installation of reinforcing steel and casting of concrete for the new dome section that will replace the previously removed, deteriorated section. New dome section to include a 4' radial reinforced overlap.

This work shall be performed on the following tank:

- 500,000-Gallon GST  
90'-0" ID x 10'-8" SWD  
(Crom Job No. 8138)

2. MATERIALS AND SERVICES FURNISHED BY OTHERS

It is understood that the following services shall be provided by others without expense to Crom Engineering and Construction Services, Inc.

- A. Adequate access to the tank site including open storage space for our vehicles, equipment and materials, conveniently located near the tank to be modified.

---

**CROM ENGINEERING & CONSTRUCTION SERVICES, INC.**

6801 SW Archer Road • Gainesville, Florida 32608 • 352-548-3349 • Fax: 352-548-3448

- B. A continuous supply of potable water under minimum pressure for the use of the CECS crew within 100 feet of the tank site.
- C. A continuous supply of electricity during the period of work: one 30-AMP, 110-volt service for the operation of our power tools and accessories, located not more than 100 feet from the tank. Please be sure that all circuit breakers are ground-fault protected.
- D. Complete lock out and tag out of the subject tank prior to personnel entering the tanks. Owner will be required to provide all materials for this process. Crom Engineering and Construction Services, Inc. will review the procedures before entering the tank.
- E. Any permit or other governmental fees as may be required for the work.
- F. Drainage and disposal of the tank's contents.
- G. Disinfection and refilling of the tank.

3. QUOTATION

We are prepared to carry out this work in accordance with the foregoing for the lump sum price of:

**Removal and Replacement of Dome Center Section:                   \$58,000.00**

This change order is offered for your acceptance. The return to this company of a copy of this change order with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This change order shall be made a part of the original contract agreement.

Sincerely,

CROM ENGINEERING & CONSTRUCTION SERVICES, INC.



Kyle J. Monroe  
Project Manager

ACCEPTED

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Original Contract Value:           \$339,550.00

Net Previous Change Orders:      \$10,384.43

Value This Change Order:         \$58,000.00

New Contract Value:               \$407,934.43



General Contractors License CGC046120

11651 Philips Highway, Jacksonville, Florida 32256  
Telephone: 904 268 0099 • Fax: 904 268 2922  
www.wpcind.com**COST PROPOSAL # 29 Revised****DATE: June 11, 2009****PROJECT: R C Willis Water Treatment Plant Improvements****TO:** John Cordaro, P.E.  
Prism Environmental  
18 Lyman Street  
Westborough, MA 01581**FROM:** Mark Thompson**RE: Backwash Tank**

The Total Price for the installation of the Backwash Tank is **\$ 66,319.00**. Please see the attached spread sheet for the complete break down of this cost and what is all included in this cost. Please note we have removed the cost of the Backwash Tank and Freight from this proposal

Thank you for the opportunity to quote this.

Sincerely

A handwritten signature in black ink, appearing to read 'Mark Thompson'.

Mark Thompson  
Project Manager  
WPC Industrial Contractors Inc.  
Tel. (904) 268-0099 Ext. 213

R.C. Willis WTP Backwash Tank C.O.

Item Cat Description	Takeoff Qty	Unit	Labor \$/Unit	Mat \$/Unit	Sube \$/Unit	Equip \$/Unit	Other \$/Unit	User \$/Unit	Total \$/Unit	Grand Total
1005 Repaving	1	SqYd							600.00	600.00
1104 General Labor	328	hour	26.00						780.00	780.00
1418 Trenching	1	hour							110.00	110.00
1609 25 Ton Crane	1	hour							775.00	775.00
1800 Equipment	4.00	SqYd			0.35				1.40	1.40
2000 Site Restoration	48	SqYd			48.00				2,304.00	2,304.00
2004 Lbs Top	1	hour		2,155.00					2,155.00	2,155.00
3010 Steel Structure	14	SqYd		161.00					2,254.00	2,254.00
3000 Subcontractor Painting	1	hour			600.00				600.00	600.00
10010 PVC Pipe & Fittings	1	hour		20,796.00					20,796.00	20,796.00
<b>Grand Total</b>										<b>59,241.00</b>

<b>Sales Tax</b>	<b>1,707</b>
<b>Subtotal</b>	<b>56,948</b>
<b>O and P</b>	<b>8,542</b>
<b>Subtotal</b>	<b>65,490</b>
<b>Total Estimate</b>	<b>65,490</b>
<b>Subtotal</b>	<b>65,490</b>
<b>Guignard Bond Rate 07</b>	<b>829</b>
<b>Total Estimate with Taxes</b>	<b>66,319</b>



General Contractors License CGC046120

11651 Philips Highway Jacksonville, Florida 32256  
Telephone (904) 268-0099 • Fax (904) 268-2922  
www.wpcind.com

## COST PROPOSAL # 30

**DATE:** June 4, 2009

**PROJECT:** R C Willis Water Treatment Plant Improvements

**TO:** John Cordaro, P.E.  
Prism Environmental  
18 Lyman Street  
Westborough, MA 01581

**FROM:** Mark Thompson

**RE:** Cost Proposal # 25 & #26

In Cost Proposals #25 & #26 we forgot to make sure to include the tax on those proposals. This Cost Proposal is just to cover the tax that was missed on those Proposals.

**Total Tax for Both** **\$ 882.74**

Thank you for the opportunity to quote this.

Sincerely

  
Mark Thompson  
Project Manager  
WPC Industrial Contractors Inc.  
Tel. (904) 268-0099 Ext. 213



General Contractors License CGC046120

**COST PROPOSAL # 31****DATE: June 26, 2009****PROJECT: R C Willis Water Treatment Plant Improvements****TO:** John Cordaro, P.E.  
Prism Environmental  
18 Lyman Street  
Westborough, MA 01581**FROM:** Mark Thompson**RE: Chemical Fabrication for Bubbler System**

The below quote is per the drawing ( attached ) that deals with the Electrical and the Chemical Piping for the new Bubbler to be installed. This work will include what is outlined on the attached drawing.

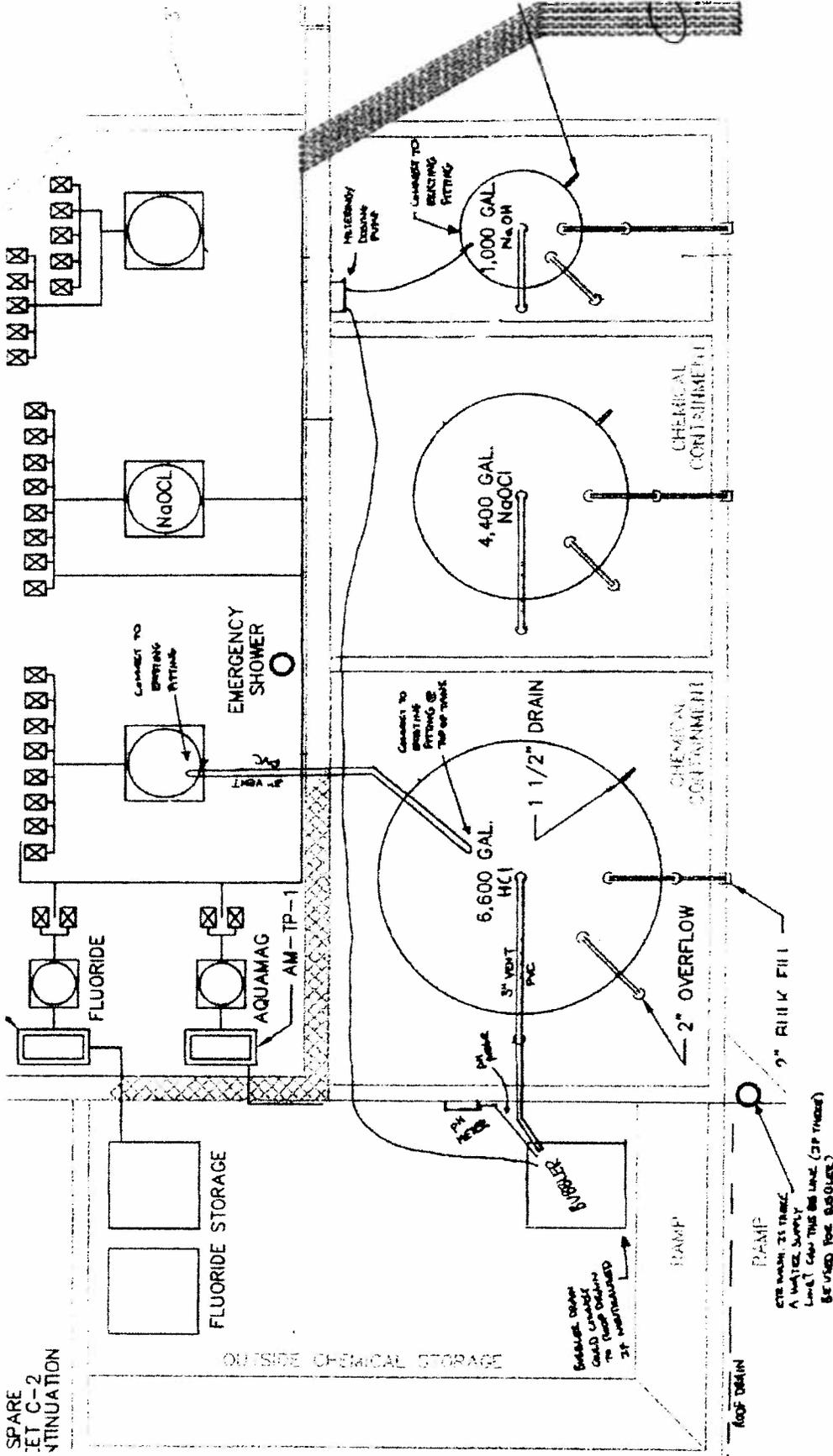
Chemical Piping and all work associated	\$ 11,536.58
Electrical Work	\$ <u>2,737.00</u>
<b>Subtotal</b>	<b>\$ <u>14,273.58</u></b>
WPC Mark Up	\$ <u>2,141.04</u>
<b>Total</b>	<b>\$ <u>16,414.62</u></b>

Thank you for the opportunity to quote this.

Sincerely

A handwritten signature in black ink, appearing to read 'Mark Thompson'.

Mark Thompson  
Project Manager  
WPC Industrial Contractors Inc.  
Tel. (904) 268-0099 Ext. 213



SPARE  
LET C-2  
CONTINUATION

OUTSIDE CHEMICAL STORAGE

FLUORIDE STORAGE

FLUORIDE

AQUAMAG  
AM-TP-1

EMERGENCY SHOWER

6,600 GAL  
HCl

3" VENT  
PVC

1,000 GAL  
NaOH

4,400 GAL  
NaOCl

1 1/2" DRAIN

2" OVERFLOW

9" RISK FILL

RAMP

RAMP

SEE DRAWING 25-10000  
A WATER SUPPLY  
LINE (1" DIA) THIS LINE (31P THICK)  
IS USED FOR RADIATION

BEFORE WORK  
CHECK TO BE SURE  
THE RAMP IS  
MAINTAINED

ROOF DRAIN

WATERBURY  
DISCHARGE  
POINT

CONNECT TO  
RETRACTING  
FITTING

CONNECT TO  
EMERGENCY  
FITTING

CHEMICAL  
CONTAINMENT

CHEMICAL  
CONTAINMENT

*Agenda  
Item*

*36*



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Orlando Airports District Office  
5950 Hazeltine National Dr., Suite 400  
Orlando, FL 32822-5003

Phone: (407) 812-6331

Fax: (407) 812-6978

June 10, 2009

Mr. Woody Boyton, City Manager  
City of Palatka  
201 North 2nd Street  
Palatka, Florida 32117

Dear Mr. Boyton:

RE: Kay Larkin Airport; Palatka, Florida  
AIP No. 3-12-0061-019-2009  
Grant Offer – Design Only: Drainage & Apron Rehabilitation

We are enclosing the original and two copies of a Grant Offer for AIP Project No. 3-12-0061-019-2009 for Palatka Municipal Airport, in response to your Application for Federal Assistance dated April 30, 2009. Your acceptance of this Offer will constitute a Grant Agreement by which the government will participate in the allowable costs of the project amounting to \$120,687 (Federal share).

Once the authorized official has executed the Agreement and the official's signature has been notarized and sealed/stamped, the attorney for the City of Palatka must certify that the Sponsor's acceptance complies with local and state law and constitutes a legal and binding obligation on the part of the Sponsor. Please note that the Agreement is not legal unless the attorney signs it **AFTER** the Sponsor.

If the terms of this Offer are satisfactory, please execute the document as soon as possible, but not later than **July 10, 2009**. To assist us in administrative reporting requirements you are requested to notify this office by faxing the signature page of the grant or by telephoning us immediately upon executing the grant. **The original and one copy of the grant need to be returned to this office.** The remaining copy is for your file.

Please allow approximately 30 days after returning final executed grant to this office before attempting any drawdowns from the letter-of-credit account.

Sincerely,

W. Dean Stringer  
Manager

3 Enclosures

cc: Roland Luster, FDOT/2



# GRANT AGREEMENT

# COPY

U. S. Department  
of Transportation  
Federal Aviation  
Administration

Date of Offer: June 10, 2009

Project Number: 3-12-0061-019-2009

Recipient: City of Palatka (Herein called Sponsor)

Airport: Palatka Municipal Airport - Lt. Key Larkin Field

### OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, ninety-five percent (95%) of the allowable costs incurred in accomplishing the project consisting of the following:

"Design Only: Rehabilitate Taxiway B Drainage (±3,500 LF); and Rehabilitate Aircraft Apron (±19,000 SY)." as more particularly described in the Project Application dated April 30, 2009.

The maximum obligation of the United States payable under this Offer shall be \$120,687 for airport development.

This offer is made in accordance with and for the purpose of carrying out the applicable provisions of the Federal Aviation Act of 1958, as amended, codified at Title 49 of the United States Code. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 of the United States Code, constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

\_\_\_\_\_  
Manager, Airports District Office

### ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Terms and Conditions of Accepting Airport Improvement Program Grants" dated March 29, 2005.

Executed this 17 day of June, 2009

(Seal)

\_\_\_\_\_  
Attest

City Clerk  
\_\_\_\_\_  
Title

City of Palatka  
\_\_\_\_\_  
Name of Sponsor

\_\_\_\_\_  
Signature of Sponsor's Designated Official Representative

Mayor  
\_\_\_\_\_  
Title

### CERTIFICATE OF SPONSOR'S ATTORNEY

I, Donald E. Holmes, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of State of Florida. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the applicable provisions of the Federal Aviation Act of 1958, as amended, codified at Title 49 of the United States Code. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

\_\_\_\_\_  
Signature of Sponsor's Attorney

6/16/09  
\_\_\_\_\_  
Date

# COPY

*Agenda*  
*Item*

*3c*

201 N. 2<sup>nd</sup> Street  
Palatka, FL 32177  
Tel. (386) 329-0100  
Fax (386) 329-0199

*City of Palatka*  
*Office of the City Manager*

**To:** Mayor, City Commissioners  
**From:** Woody Boynton, City Manager   
**Date:** July 3, 2009  
**RE:** Grant Acceptance – Larimer Arts Center

---

Attached is a Grant Award Agreement in the amount of \$50,000.00 from the Historic Preservation Grant-in-Aid Program to provide for a handicapped access to the subject building. This money will provide the necessary improvements to incorporate handicap and a secondary access to the basement area of the Larimer Arts Center. We would like to also thank Christy Sanford who volunteered to write this grant on behalf of the City of Palatka. It is my understanding that we were only one of three municipalities to receive grant funding this year.

We are recommending that this grant be accepted and the Mayor authorized to sign the agreement. Should you have any questions, please call.



## FLORIDA DEPARTMENT *of* STATE

**CHARLIE CRIST**  
Governor

**KURT S. BROWNING**  
Secretary of State

June 10, 2009

Mr. E. C. "Woody" Boynton, Jr.  
City of Palatka  
201 North 2nd Street  
Palatka, Florida 32177

RE: *Larimer Arts Center* Project

Dear Mr. Boynton :

I am honored to inform you that the Florida Legislature appropriated \$50,000.00 in Historic Preservation grant-in-aid funds to assist your organization with the *Larimer Arts Center* Project.

You will receive, from the Division of Historical Resources, a formal grant award agreement with the specific provisions relating to your project and payment of the grant funds. The agreement and other documents should arrive on or about July 1, 2009.

Congratulations on receiving this grant. Your continued support of historic preservation in Florida is appreciated.

Sincerely,

Kurt S. Browning  
Secretary of State

KSB/sh

## Betsy Driggers

---

**From:** Woody Boynton  
**Sent:** Thursday, July 02, 2009 10:58 AM  
**To:** Betsy Driggers  
**Subject:** FW: Grant # S1017 - Larimer Arts Center - Historic Preservation Grants-in-Aid Program  
**Attachments:** GAA.doc; Attachment A.doc; Attachment B.doc; Preservation Agreement.doc

**Importance:** High

Place on agenda for acceptance and Mayor's signature

---

**From:** Patnode, Jennifer B. [mailto:JBPatnode@dos.state.fl.us]  
**Sent:** Thursday, July 02, 2009 10:20 AM  
**To:** Woody Boynton  
**Cc:** christy.sanford@gmail.com  
**Subject:** Grant # S1017 - Larimer Arts Center - Historic Preservation Grants-in-Aid Program  
**Importance:** High

<<GAA.doc>> <<Attachment A.doc>> <<Attachment B.doc>> <<Preservation Agreement.doc>>

Dear Mr. Boynton:

Attached with this email, please find the Grant Award Agreement (GAA) for a Historic Preservation Grant #S1017 awarded to you by the Florida Legislature. The grant award is in the amount of \$50,000. This grant agreement must be executed by your organization and the Division of Historical Resources (DHR) **no later than October 1, 2009.**

***Be sure to read the GAA and attachments very carefully for details on the grant requirements.***

Please return the following to the address below:

- TWO signed copies of the GAA for execution by DHR.
- ONE signed copy of the Cover Letter to Attachment A
- ONE signed copy of Attachment B
- Preservation Agreement (must be notarized)

### **IMPORTANT UPCOMING DATES FOR THIS GRANT**

- **July 1** – Grant becomes effective
- **Oct. 1** – Deadline to return signed grant documents (No funds will be released until these documents have been returned to DHR with original signatures)

- **Oct. 31** – First Progress & Expenditure Report due
- **Nov. 1**– Project Schedule and Executed Contract(s) due



**Please Note:**

We will return an original copy of your signed GAA as soon as it is executed by DHR for your grant file along with a packet of documents and reminders to help you complete your grant.

*I am looking forward to working with you on this grant. Please be sure to contact me if you have questions about the grant's GAA, completing the procurement requirements or any other procedures involving the execution of the grant project.*

**Jennifer B. Patnode, FCCM**  
Historic Preservation Grants Specialist  
Florida Department of State  
Bureau of Historic Preservation  
500 South Bronough Street, Room 408  
Tallahassee, Florida 32399-0250

Telephone: (800) 847-7278 or (850) 245-6341  
Facimile: (850) 245-6437  
Website: [www.flheritage.com/grants](http://www.flheritage.com/grants)



Please take a few minutes to provide feedback on the quality of service you received from our staff. The Florida Department of State values your feedback as a customer. Kurt Browning, Florida's Secretary of State, is committed to continuously assessing and improving the level and quality of services provided to you. Simply click on the link to the "DOS Customer Satisfaction Survey." Thank you in advance for your participation. [DOS Customer Satisfaction Survey](#)



**Historic Preservation Grant Award Agreement  
Acquisition & Development Grants (State Non-Matching)  
Grant No. S1017**

This AGREEMENT is between the State of Florida, Department of State, Division of Historical Resources, hereinafter referred to as the Department, and the City of Palatka, hereinafter referred to as the Grantee, relative to the **Larimer Arts Center Project**, hereinafter referred to as the Project.

The Department is responsible for the administration of grants-in-aid assistance for historic preservation purposes under the provisions of *Section 267.0617, Florida Statutes*. The Grantee has applied for grant-in-aid assistance for the Project. The application, incorporated by reference, has been reviewed and approved in accordance with Chapter 1A-35, Florida Administrative Code, which regulates Historic Preservation Grants-in-Aid. Pursuant to Line Item Number **3070**, contained in the **2009 – 2010** General Appropriations Act, *Ch. 2008-152, Laws of Florida*, the Department enters into this Agreement with the Grantee under grant number S1017, for the purposes as described in Section I. Subject to the limitations set forth in this Agreement, grant-in-aid funds in the amount of **fifty thousand dollars (\$50,000.00)** have been reserved for the Project by the Department. The Department and the Grantee agree as follows:

- I. The Project shall include the following Approved Scope of Work:

**Rehabilitation to improve accessibility and eliminate egress deficiencies. Work will include:**

- A. alteration of a window at the rear of the building to create a new basement entry;**
- B. construction of an accessibility ramp to the new below-grade entry, including excavation, construction of retaining wall and related storm water drainage system; and**
- C. related architectural and engineering services.**

**Any grant product deadlines indicated in this section (excluding Quarterly and Final Project Progress & Expenditure report deadlines) must be incorporated into the applicable contract for goods and services.**

- II. The Grantee agrees to administer the Project in accordance with the **GENERAL AND SPECIAL CONDITIONS GOVERNING SMALL MATCHING GRANTS AND THE ADMINISTRATIVE INSTRUCTIONS FOR HISTORIC PRESERVATION PROJECT ACCOUNTABILITY** attached as Attachment A hereto; *Chapter 1A-35, Florida Administrative Code*; and the following specific conditions:

- A. This grant becomes effective on **July 1, 2009** and ends on **June 30, 2010**. This agreement must be signed by the grantee and received in Department offices by **October 1, 2009** to avoid forfeiture of award. Project initiation as evidenced by grantee execution of a binding contract for all or part of the Approved Scope of Work in Section I. above, shall occur by **November 1, 2009**. All grant funds shall be expended and all project work shall be completed by **June 30, 2010**.
- B. The Grantee agrees to submit the Final Products and the "Final Project Progress & Expenditure Report" incorporated herein by reference and available online at <http://www.flheritage.com/grants/info/reports/>, as specified in Attachment A, Part II, subparagraph B.2., by **July 31, 2010**. No costs incurred prior to July 1, 2009 are eligible for payment from grant funds. No costs incurred after June 30, 2010 are eligible for payment. **No extension of the grant period will be allowed.**
- C. The Department shall not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor shall the Grantee exclude liability for its own acts, omissions to act or negligence to the Department. The Grantee hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the Grantee, its agents, servants or employees.

- D. The Grantee, other than a grantee which is the State or agency or subdivision of the State, agrees to indemnify and hold the Department harmless from and against any and all claims or demands for damages, including attorney fees and court costs, resulting from personal injury, including death or damage to property, arising out of any activities performed under this Agreement, omissions to act or negligence of the Grantee, its agents, servants, or employees and shall investigate all claims at its own expense.
- E. The Grantee shall designate a Project Manager to serve as liaison with the Department for all administrative requirements set forth in this Agreement. The designated Project Manager for the Project is:

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

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Daytime Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

e-mail: \_\_\_\_\_

- F. The Grantee shall submit a Project Schedule to the Department by November 1, 2009. The Project Schedule shall include at a minimum the estimated milestone dates indicated in 1, 2 or 3 below, as applicable. It shall be the responsibility of the Grantee to provide Department grants staff with timely update of the Project Schedule if adjustment becomes necessary.
1. For **Acquisition and Development** projects: Date of architect selection, date of execution for architectural and engineering services agreement, date of completion of construction documents, bid date, contractor selection date, date of notice to proceed for construction, and date of substantial completion.
  2. For **Survey and Planning** projects: Date of consultant RFP/RFQ solicitation, date of consultant selection, date of consultant contract execution, date of initiation of fieldwork, date of completion of fieldwork, and date of submission of draft product(s) to the Department for review and approval, date of submission of final product(s).
  3. For **Community Education** projects: Date of consultant/vendor solicitation, date of manuscript completion, date of graphic design completion, date of submission of draft product(s) to the Department for review and approval, printing bid date, delivery of final product.

- G. The Grantee shall be solely responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution, as specified in Attachment A, Part II, subparagraph A.3.g.(3); and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- H. For **Acquisition and Development** projects, the Grantee shall submit complete bid documents, including plans and specifications, to the Department for review and approval prior to the execution of any contract for construction work.

- I. For **Survey and Planning and Community Education** projects, the Grantee shall submit complete bid documents, including specifications, to the Department for review and approval prior to the execution of any contracts.
  - J. The Grantee agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable laws and regulations of the State of Florida.
  - K. The Grantee shall coordinate consultation between its professional consultants and appropriate Department staff representatives as necessary to assure mutual understanding of and agreement on the objectives, requirements, and limitations of the Project in relation to the State Historic Preservation Program.
  - L. The Department shall unilaterally cancel this Agreement in the event that the Grantee refuses to allow public access to all documents or other materials subject to the provisions of *Chapter 119, Florida Statutes*, and made or received by the Grantee in conjunction with this Agreement.
  - M. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Grantee shall not charge the Department for any travel expense without the Department's written approval. Upon obtaining the Department's written approval, the Grantee shall be authorized to incur travel expenses to be reimbursed in accordance with *Section 112.061, Florida Statutes*.
  - N. The Grantee recognizes that the State of Florida, pursuant to *Section 212.08(6), Florida Statutes*, is not required to pay taxes on any goods or services that may be provided to it pursuant to this Agreement.
  - O. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this Agreement is dependent are withdrawn, this Agreement is terminated and the Department has no further liability to the Grantee beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant shall be reduced in proportion to the revenue shortfall.
  - P. All project work must be in compliance with the **Secretary of the Interior's Standards for Rehabilitation**, available online at <http://www.nps.gov/history/standards.htm>.
  - Q. The Grantee will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of race, religion, color, disability, national origin, age, gender, or marital status. The Grantee shall insert a similar provision in all subcontracts for services by this Agreement.
  - R. The Department shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
  - S. These grant funds will not be used for lobbying the Legislature, the Judicial branch or any state agency.
  - T. The products of the Project must be the original work of the Grantee or its consultants. If the work of others is used as background information, it shall be appropriately credited to the originator.
- III. The Department agrees to pay the Grantee for 100% of the Grantee's total cash expenditures up to a maximum payment of **fifty thousand dollars (\$50,000.00)**, as documented by complete Project Progress and Expenditure Reports.

- A. Grantees may elect for disbursement of grant funds on one of two schedules as described in 1. and 2. below. This election must be made upon execution of this agreement and, once made, may not be changed during the course of the Project. **Requests for payment must be made in writing by the Grantee consistent with the performance measures indicated below and must specify the amount of funding being requested.**

The Grantee must check the box below to indicate the disbursement schedule elected for the Project:

Advance Disbursement                       Reimbursement

1. **Advance Disbursement** – Grant funds are paid in four installments of 30%, 30%, 30% and 10%, respectively. The Grantee shall invest any advanced grant funds in an interest bearing checking account, and interest earned on such investments shall be returned to the Department in a single payment to be included with the Final Project Progress and Expenditure Report.
  - (a) Installment 1 (30% of grant award amount) may be requested by the Grantee upon receipt by the Department of the following performance measures: (a) two original signed copies of this Agreement and signed Attachment A, (b) one original signed and notarized copy of the Preservation Agreement incorporated herein by reference and available online at <http://www.flheritage.com/grants/info/reports/> (if applicable), (c) a copy of the required Project Schedule, and (d) a copy of the Request for Qualifications (RFQ) or Request for Proposals (RFP) required for project initiation, as applicable. No grant funding will be released prior to Department receipt of these performance measures.
  - (b) Installment 2 (30% of the grant award amount) may be requested by the Grantee upon Division approval and Grantee execution of a binding contract for all or part of the Approved Scope of Work described in Section 1 above. Installment 2 grant funding will not be released prior to Department receipt of a copy of the executed binding contract for all or part of the Approved Scope of Work.
  - (c) Installment 3 (30% of the grant award amount) may be requested by the Grantee upon Division receipt of documentation confirming encumbrance by binding contract(s) of or expenditure of 50% of the grant funding. Installment 3 grant funding will not be released prior to Department receipt of the specified expenditure documentation, which must conform to the requirements of the quarterly Project Progress and Expenditure Report form.
  - (d) The Final Installment (10% of the grant award amount) is a retainage amount, which may be requested by the Grantee upon completion of the Project and will be released by the Department only after receipt and approval of (a) any final Project products required in the Approved Scope of Work and (b) the Final Project Progress and Expenditure Report. The Final Project Progress and Expenditure Report must clearly document Grantee expenditure of the full amount of the grant award.
2. **Reimbursement** – The Grantee may request reimbursement of expenditures as documented in each required Quarterly Project Progress and Expenditure Report. More frequent Project Progress and Expenditure Reports may be submitted if a shorter reimbursement schedule is necessitated by rapid Project progress and/or a higher rate of expenditure.
3. The disbursement schedules in both 1. and 2. above shall be subject to any special conditions required by the Office of the Chief Financial Officer of the State of Florida. **The Department reserves the right to withhold payment if the Grantee fails to provide semi-annual Project Progress and Expenditure Reports or is otherwise found to be in violation of any term(s) of this Agreement or other Agreements with the Department.**

4. The Grantee shall submit a complete Quarterly Project Progress and Expenditure Report each quarter on the schedule provided by the Department for the duration of the Project. All such reports shall provide accurate information regarding the status of project work, as well as accurate funding expenditure information. Reports that do not contain accurate information will be rejected.
  5. The Department shall evaluate all payment requests based on the status of project work and compliance with the reporting and procurement requirements of this Agreement. Payment for project costs will also be contingent upon all authorized project work being in compliance with the aforementioned Secretary of the Interior's Standards, and approval of the grant assisted work by the Department. The total of grant funds transferred to the grantee following final Project completion, including all funds previously transferred in incremental payments, shall not exceed the amount of the grantee's actual cash expenditures in payment of allowable project costs.
- IV. Consistent with the grant funding expenditure threshold indicated in Attachment B, Part II, paragraph 1, each grantee, other than a grantee which is a State agency, shall submit to an audit pursuant to *Section 215.97, Florida Statutes*.
- A. All audits as described above shall be submitted within six months of the close of the Grantee's fiscal year, or within six months of the ending of the Grant Period. All audits or attestations must cover each of the Grantee's fiscal years for which grant funds were received or expended under this Agreement.
  - B. Grantees shall sign and return to the Department one original copy of Attachment B to this Agreement, which refers to the responsibility of the Grantee under the Florida Single Audit Act.
  - C. The Grantee shall complete a *Florida Single Audit Act Certification* included in the Quarterly Project Progress and Expenditure Report. Completion of this certification is required for each reporting period for the duration of the Project.
- V. The Grantee shall submit all contracts for professional services (architecture, engineering or consultant services) to the Department for review and approval prior to final execution by the Grantee. In addition to the review submissions indicated in III.A. above, the Grantee shall also submit (a) complete architectural documents (plans and specifications), as may be applicable, (b) copies of all contracts for the procurement of goods and services relating to the project work, and (c) copies of all proposed change orders or amendments to said contracts to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
- A. The *Special Conditions of Contract* included in Attachment C hereto **shall be included in all contracts for goods and services associated with this Project**. These provisions require that:
    1. All consultants, design professionals, contractors and subcontractors comply with federal Equal Employment Opportunity legislation;
    2. All contracts for goods and services include provisions for retention and Department access to Project-related records;
    3. All contracts for goods and services include specification of Project duration; and
    4. All contracts for goods and services include provisions for contract termination in accordance with this Agreement.

B. These Special Conditions of Contract may be attached and made part of each agreement for architectural, engineering, consultant or construction services. Alternatively, the provisions in Attachment C hereto may be incorporated into the body of each such agreement.

C. Pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall provide the Department an opportunity to review and approve architectural documents for the Project at the following points in their development:

1. Upon completion of **schematic design**;
2. Upon completion of **design development and outline specifications**; and
3. Upon completion of **working drawings and specifications**, prior to execution of the construction contract.

VI. For all **Acquisition and Development** projects, except as exempted below, execution of the Preservation Agreement referenced in III.A.1(a) above is required. By executing the Preservation Agreement, the Grantee agrees to the continued maintenance, repair and administration of the property receiving grant assistance in a manner satisfactory to the Department for a period of **five years** from the date of execution. **No grant funds will be released prior to Department receipt of one original signed and notarized copy of the completed Preservation Agreement.** Exceptions to this requirement are projects involving only planning, properties owned by the State of Florida or the Federal Government, museum exhibits and archaeological sites.

VII. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this Agreement.

VIII. If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

IX. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

X. Each grantee, other than a grantee which is a State agency, agrees that, its officers, agents and employees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee or agent of the State. Each grantee, other than a grantee which is a State agency, is not entitled to accrue any benefits including retirement benefits and any other rights or privileges connected with employment in the State Career Service. The Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.

XI. The Grantee shall not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without prior written consent of the Department which consent shall not be unreasonably withheld. The Agreement transferee must also demonstrate compliance with *Chapter 1A-35, Florida Administrative Code*. If the Department approves a transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties and obligations of the Department to another government entity pursuant to *Section 20.06, Florida Statutes*, or otherwise, the rights, duties and obligations under this Agreement shall also be transferred to the successor government entity as if it were an original party to the Agreement.

XII. This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligation of the Department.

XIII. The following provisions shall apply for the voluntary and involuntary suspension or termination of the grant by either the Department or the Grantee:

- A. Suspension. Suspension is action taken by the Department which temporarily withdraws or limits the Grantee's authority to utilize grant assistance pending corrective action by the Grantee as specified by the Department or pending a decision by the Department to terminate the grant.
  - 1. Notification. When the Grantee has materially failed to comply with the terms and conditions of the grant, the Department may suspend the grant after giving the Grantee reasonable notice (usually 30 calendar days) and an opportunity to show cause why the grant should not be suspended. The notice of the suspension will detail the reasons for the suspension, any corrective action required of the Grantee, and the effective date of the suspension.
  - 2. Commitments. No commitments of funds incurred by the Grantee during the period of suspension will be allowed under the suspended grant, unless the Department expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Grantee could not reasonably avoid during the suspension period will be allowed if they result from charges properly incurred by the Grantee before the effective date of the suspension, and not in anticipation of suspension or termination.
  - 3. Adjustments to payments. Appropriate adjustments to the payments submitted after the effective date of suspension under the suspended grant will be made either by withholding the payments or by not allowing the Grantee credit for disbursements made in payment of unauthorized costs incurred during the suspension period.
  - 4. Suspension period. Suspensions will remain in effect until the Grantee has taken corrective action to the satisfaction of the Department or given written evidence satisfactory to the Department that corrective action will be taken, or until the Department terminates the grant. The grant shall be terminated by the Department if the Grantee fails to respond in writing to a notification of suspension within 30 calendar days of receipt of such notification by the Grantee.
- B. Termination. Termination is the cancellation of grant assistance, in whole or in part, under a grant or project at any time prior to the date of completion.
  - 1. Termination for cause. The Department shall have the authority to cancel this Agreement because of failure of the Grantee to fulfill its obligations under this Agreement or any other past or present grant award agreement with this Division or any other Division within the Department of State. Satisfaction of obligations by the Grantee shall be determined by the Department. The Department shall provide the Grantee a written notice of default letter. The Grantee shall have 15 calendar days to cure the default, unless it is determined by the Department that the default is of a nature that cannot be cured. If the default is not cured by the Grantee within the stated period, the Department shall terminate this Agreement. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this Agreement, the Grantee will be compensated for any work satisfactorily completed in accordance with this Agreement prior to notification of termination.
  - 2. Termination for convenience. The Department or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

3. Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Department. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
4. Commitments. When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the notification of the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The Department will allow full credit to the Grantee for the Department's share of the noncancelable obligations properly incurred by the Grantee prior to termination. Costs incurred after the effective date of the termination will be disallowed.

XIV. Unless there is a change of address, any notice required by this Agreement shall be delivered to the Bureau of Historic Preservation, Division of Historical Resources, Florida Department of State, R. A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the Department, and to **City of Palatka, 201 North 2nd Street, Palatka, FL 32177**, for the Grantee. Unless the Grantee has notified the Department in writing by return receipt mail of any change of address, all notices shall be deemed delivered if sent to the above address.

XV. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this contractual relationship.

XVI. This instrument and the Attachments hereto embody the whole Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties. No change or addition to this Agreement and the Attachments hereto shall be effective unless in writing and properly executed by the parties.

All written approvals referenced in this Agreement must be obtained from the parties' grant administrators or their designees. The Department and the Grantee have read this Agreement and the Attachments hereto and have affixed their signatures:

**DEPARTMENT OF STATE**

\_\_\_\_\_  
 JUDEE L. PETTIJOHN  
 Deputy Secretary of State  
 Office of Cultural, Historical and Information Programs

\_\_\_\_\_  
 Date

**CITY OF PALATKA**

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Typed Name of Authorized Official

\_\_\_\_\_  
 Typed Title of Authorized Official

\_\_\_\_\_  
 Date

*Agenda*  
*Item*

*3d*

201 N. 2<sup>nd</sup> Street  
Palatka, FL 32177  
Tel. (386) 329-0100  
Fax (386) 329-0199

*City of Palatka*  
*Office of the City Manager*

**To:** Mayor, City Commissioners  
**From:** Woody Boynton, City Manager   
**Date:** July 3, 2009  
**RE:** Engineering Proposal – Larimer Arts Center

---

Attached is a proposal in the amount of \$7,550.00 from Robert Taylor, AIA Architect to complete engineering design services to provide for a handicapped access to the subject building. The money to complete this work will be allocated from the Better Place Fund. The construction of this project will be funded by a grant from the Historic Preservation grant-in-aid funds.

We are recommending that this proposal be approved and the engineering work completed. Should you have any questions, please call.

Robert E. Taylor  
AIA Architect PA

710 St. Johns Ave.  
P.O. Box 267  
Palatka, Florida 32177

09 June 2009

Robert E. Taylor, Architect  
FL Corp Reg. No. AAC000589  
GA Reg. No. RA007674  
NCARB No. 40804

Mr. E. C. "Woody" Boynton, Jr., City Manager  
City of Palatka  
201 North Second Street  
Palatka, Florida 32177

SUBJECT: Handicapped Access  
Larimer Arts Center  
260 Reid Street  
Palatka, Florida  
Architect's Project No. 0910

Dear Mr. Boynton:

Per discussion with you pertaining to the City's desire to provide for a Handicapped Access to Subject Project, the following is the proposed Scope of Work:

As Built Services:

The purpose of As Built services will be to visit and measure the building to produce measured drawings, endeavoring to accurately show existing structure and architectural elements. Measurements will include elements on the Site as well as the Building's exterior, endeavoring to accurately define vertical and horizontal dimensions required to accommodate handicapped accessible requirements. As Builts may not be exhaustive in their scope and it is conceivable that some items of construction cannot be adequately evaluated without removal of portions of the building's facings or structural components. Our Office will not remove those components but will be available to coordinate such removal as may be necessary. Once produced, these drawings will be archived by our Office and made available to the City for Historical purposes, should they be needed for presentation or future renovations or additions.

They will help our Office to develop drawings and specifications necessary to add a handicapped accessible ramp, rails and landing and to describe how a historically compatible door may be installed to access the Art Center.

Once As Builts have been prepared we will:

- Produce drawings and/or supplementary data as required to define the Scope of Work.
- Produce a Project Manual and Construction Documents suitable for Bidding, Permitting and Construction of the Work.
- Present Project Manual / Construction Documents to you and/or the City Commission for approval.
- Assist in advertising for Bids (hold Pre Bid Meeting, if required) and be present for receipt of Bids.
- After approval by you and/or the City Commission we will prepare the Contract for Construction.
- Hold a Pre-Construction Conference and conduct Site Visits / Field Meetings as appropriate.
- Review the Contractor's work in the field as Work progresses.
- Provide written reports and/or memoranda of observations and Contractor's Work.
- Assist in completion and closeout of the Project and prepare a Certificate of Substantial Completion

Phone:  
386-325-7341

Fax:  
386-325-0608

Web Address:  
[www.ret.tbd.com](http://www.ret.tbd.com)

E-mail:  
[taylor@ret.tbd.com](mailto:taylor@ret.tbd.com)

Services to be provided for a fixed fee of \$7,550.00. Enclosed is a tabulation of the proposed services including a proposed sheet schedule and analysis of proposed time and rates. Services in addition to the afore-mentioned Scope of Work will be provided on an "hourly basis" at the following hourly rates:

Robert E. Taylor, Architect . . .	\$ 125.00 per Hour
Intern Architect . . . . .	\$ 100.00 per Hour
Senior Designer I . . . . .	\$ 75.00 per Hour
Senior Designer II . . . . .	\$ 60.00 per Hour
Designer . . . . .	\$ 45.00 per Hour
Office Manager/Bookkeeper . .	\$ 45.00 per Hour
Administrative Assistant . . . .	\$ 35.00 per Hour

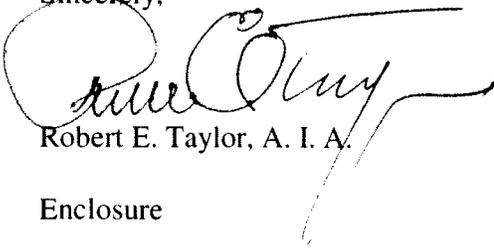
Consultants/Engineers (as required) will be at 1.1 times their hourly rate.

We will bill monthly and will allow the City to audit our books as applicable by law. Should we encounter issues which would exceed the Scope of these Services, we will stop work and request direction or approval before proceeding.

Expenses for reproduction of documents shall be in addition to the above and be reimbursable at a direct rate. Prints, \$3 per sheet. Specifications or data \$.10 per page for 8-1/2" x 11" or 8-1/2" x 14", \$.20 per page for 11" x 17" and \$ .30 per page for color copies.

This letter has been prepared in Duplicate. If you find all acceptable, please sign both copies of this letter, retain one and return one to this Office. We will begin Work as soon as you authorize us to do so. If you have questions or I may be of assistance, please call. Thank you and the City Commission for your continued confidence in our firm.

Sincerely,



Robert E. Taylor, A. I. A.

---

Mr. E. C. "Woody" Boynton, Jr., City Manager

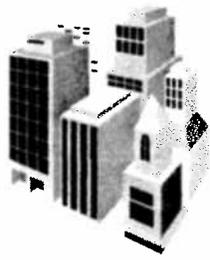
Enclosure

cc: Mr. Jeff Norton

RET/th

*Agenda*  
*Item*

*3e*



CITY OF PALATKA  
Betsy Jordan Driggers  
City Clerk  
201 N. 2<sup>nd</sup> Street  
Palatka FL 32177  
Phone: 386-329-0100  
Fax: 386-329-0199  
e-mail: bdriqgers@palatka-fl.gov

# Memorandum

**To:** Palatka City Commission & Staff  
**From:** Betsy Driggers, City Clerk  
**Date:** June 26, 2009  
**Re:** CDBG Administrative Services RFP Recommendation

---

The City advertised a request for proposals for grant administration services for the FFY 2008 CDBG Neighborhood Revitalization Grant. This grant is for the Dunham Street Water Main project.

Two proposals were received prior to the deadline. A committee consisting of myself, Assistant Clerk Karen Venables and Administrative Assistant Christeen Haney ranked the proposals based upon the criteria advertised. The following is the recommended ranking:

<u>Firm</u>	<u>Total points (out of 300 possible)</u>
1. Fred Fox Enterprises, St. Augustine, FL	297 points
2. The Guardian Team, Lakeland, FL	275 points

It is our recommendation that the Commission award Fred Fox Enterprises, Inc. the contract in the amount of \$52,000 for the administration of the FFY2008 CDBG Neighborhood Revitalization grant for the Dunham Street Water Main project.

**REQUEST FOR PROPOSALS FOR CDBG GRANT ADMINISTRATION  
CITY OF PALATKA FOR FFY 2008**

The City of Palatka hereby request proposals from qualified individuals or firms to provide Administration services for a Florida Small Cities Community Development Block Grant (CDBG) in the Neighborhood Revitalization category. The City has been awarded CDBG grant #09DB-4N-04-64-02-N14 in the amount of \$750,000.00 for the FY 2008 funding cycle; therefore, procurement and contracting will follow CDBG regulations.

Administration services will include complete management and reporting for the project, with separate tracking for each funding source. A scope of work outlining the tasks to be performed and a proposed cost must be included in the proposal.

The evaluation criteria that will be utilized in the selection of a grant administrator are as follows:

1. The staff's number of years of experience with administering projects through the State of Florida Small Cities Community Development Block Grant program. 20 pts.
2. The number of years of experience of the firm's management group with the State of Florida Small Cities Community Development Block Grant program. 20 pts.
3. Proposed approach to administration of the grant (requires an outline of the proposed tasks to be performed). 20 pts.
4. Number of the client references provided from other communities. 20 pts.
5. The quality of the response from the client references provided from other communities. 15 pts.
6. Fee or proposed fee basis. 5 pts.

In the event of a tie, if one of the businesses involved in the tie is minority or female owned, they shall be ranked above the other firm or firms involved in the tie.

Proposals for CDBG Administration Services should include a fee for the services and an explanation or a basis for the fees proposed. Fees shall be lump sum for CDBG services.

Respondents are required to submit one (1) original and six (6 ) copies in a sealed envelope marked "SEALED PROPOSAL FOR CDBG SERVICES". Proposals must be received by 4:00 p.m. on May 22, 2009, at the City of Palatka City Hall, attention: Ms. Betsy Driggers, City Clerk. The mailing address is: 201 North 2<sup>nd</sup> Street, Palatka, Florida 32177.

**CITY OF PALATKA**  
**C.D.B.G. NEIGHBORHOOD REVITA**  
**ADMINISTRATION SERVICES RANI**

*Fred Fox*

*Guardian*

Firms Submitting Proposals:

1. *Fred Fox Enterprises*

2. *The Guardian Team*

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

*99*

*99*

*99*

*297*

*85*

*95*

*95*

*275*

<b>RANKING CRITERIA</b>	<b>Firm #1</b>	<b>Firm #2</b>			
1. The staff's number of years of experience with administering projects through the State of Florida CDBG program. 20 years or more - 20 points 15 to 19 years - 15 points 10 to 14 years - 10 points 5 to 9 years - 5 points Less than 5 years - 0 points	<i>20</i>	<i>15</i>			
2. The number of years of experience of the firm's management group with the State of Florida Small Cities Community Development Block Grant program. 20 years or more - 20 points 15 to 19 years - 15 points 10 to 14 years - 10 points 5 to 9 years - 5 points Less than 5 years - 0 points	<i>20</i>	<i>15</i>			
3. Proposed approach to administration of the grant including an outline of the proposed tasks to be performed. Excellent - 20 points Good - 15 points Fair - 10 points Poor - 0 points	<i>20</i>	<i>20</i>			
4. Number of the client references provided from other communities. 20 or more - 20 points less than 20 based on number submitted	<i>20</i>	<i>20</i>			
5. The quality of the response from the client references provided from other communities. Excellent - 15 points Good - 10 points Fair - 5 points Poor - 0 points	<i>15</i>	<i>10</i>			
6. Fee or proposed fee basis Lowest Fee - 5 points Next Lowest Fee - 4 points Next Lowest Fee - 3 points Nest Lowest Fee - 2 points Next Lowest Fee - 1 point	<i>4</i>	<i>5</i>			

Total:

1. *99*

2. *85*

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

*Betsy Duggins*  
 Signature of Person Completing Ranking Form

*6-26-09*  
 Date

**CITY OF PALATKA**  
**C.D.B.G. NEIGHBORHOOD REVITALIZATION**  
**ADMINISTRATION SERVICES RANKING SHEET**

Firms Submitting Proposals:

1. Fred Fox  
 2. Guardian

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

RANKING CRITERIA	Firm #1	Firm #2	Firm #3	Firm #4	Firm #5
1. The staff's number of years of experience with administering projects through the State of Florida CDBG program. 20 years or more - 20 points 15 to 19 years - 15 points 10 to 14 years - 10 points 5 to 9 years - 5 points Less than 5 years - 0 points	25 yrs since 1985 20	20 yrs since 2005 20			
2. The number of years of experience of the firm's management group with the State of Florida Small Cities Community Development Block Grant program. 20 years or more - 20 points 15 to 19 years - 15 points 10 to 14 years - 10 points 5 to 9 years - 5 points Less than 5 years - 0 points	combined 100 20	combined 100 20			
3. Proposed approach to administration of the grant including an outline of the proposed tasks to be performed. Excellent - 20 points Good - 15 points Fair - 10 points Poor - 0 points	Gave actual dates 20	15			
4. Number of the client references provided from other communities. 20 or more - 20 points less than 20 based on number submitted	27 20	28 20			
5. The quality of the response from the client references provided from other communities. Excellent - 15 points Good - 10 points Fair - 5 points Poor - 0 points	15	15			
6. Fee or proposed fee basis Lowest Fee - 5 points Next Lowest Fee - 4 points Next Lowest Fee - 3 points Nest Lowest Fee - 2 points Next Lowest Fee - 1 point	53,000 4	40,000 5			

Total: 1. 99 2. 95 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_  
Karen M. Neri  
 Signature of Person Completing Ranking Form

6-26-09  
 Date

**CITY OF PALATKA**  
**C.D.B.G. NEIGHBORHOOD REVITALIZATION**  
**ADMINISTRATION SERVICES RANKING SHEET**

Firms Submitting Proposals:

1. Fred Fox Enterprises, Inc.

Guardian Community Resource Management, Inc.

3. \_\_\_\_\_

4. \_\_\_\_\_

<b>RANKING CRITERIA</b>	<b>Firm #1</b>	<b>Firm #2</b>	<b>Firm #3</b>	<b>Firm #4</b>	<b>Firm #5</b>
1. The staff's number of years of experience with administering projects through the State of Florida CDBG program. 20 years or more - 20 points 15 to 19 years - 15 points 10 to 14 years - 10 points 5 to 9 years - 5 points Less than 5 years - 0 points	20	20			
2. The number of years of experience of the firm's management group with the State of Florida Small Cities Community Development Block Grant program. 20 years or more - 20 points 15 to 19 years - 15 points 10 to 14 years - 10 points 5 to 9 years - 5 points Less than 5 years - 0 points	20	20			
3. Proposed approach to administration of the grant including an outline of the proposed tasks to be performed. Excellent - 20 points Good - 15 points Fair - 10 points Poor - 0 points	20	20			
4. Number of the client references provided from other communities. 20 or more - 20 points less than 20 based on number submitted	20	20			
5. The quality of the response from the client references provided from other communities. Excellent - 15 points Good - 10 points Fair - 5 points Poor - 0 points	15	10			
6. Fee or proposed fee basis Lowest Fee - 5 points Next Lowest Fee - 4 points Next Lowest Fee - 3 points Next Lowest Fee - 2 points Next Lowest Fee - 1 point	4	5			

Total:

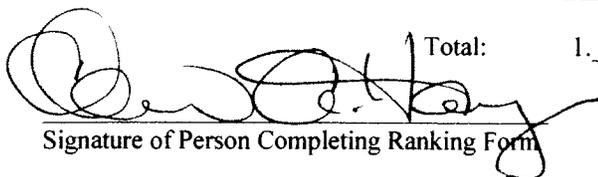
1. 99

2. 95

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_



Signature of Person Completing Ranking Form

Date

10/29/09



# FRED FOX ENTERPRISES, INC

*Providing Grant Writing and Administration Services*

May 20, 2009

Ms. Betsy Driggers, City Clerk  
City of Palatka  
201 North 2<sup>nd</sup> Street  
Palatka, Florida 3217786

**RE: REQUEST FOR PROPOSALS FOR CDBG GRANT  
ADMINISTRATION SERVICES**

Dear Ms. Driggers:

Please let this serve as my firm's response to the City's Request for Proposals for the administration of the City of Palatka's Community Development Block Grant in the Neighborhood Revitalization category. Having prepared the application for this project, we are familiar with the City's north side water line replacement project and if selected, my firm's understanding of the City's project will allow my firm to begin immediately working with City staff on the implementation of the project.

Since our firm's inception in 1983, we have secured and administered HUD funded CDBG projects for our client communities in the following categories:

- Ninety-five (95) Small Cities Neighborhood Revitalization projects;
- Sixty-three (63) Small Cities Housing Rehabilitation projects;
- Thirty-two (32) Small Cities Commercial Revitalization projects;
- Thirty-five (35) Small Cities Economic Development projects;
- Twelve (12) Disaster Recovery Initiative projects.

My staff has represented our client community's interests regarding funding requests that were submitted to both the federal and state governments. Fred Fox Enterprises, Inc. has assembled a staff that has represented government entities before numerous federal and state agencies. Our experience extends beyond merely filling out and submitting grant and loan applications. We understand that to effectively represent the interests of our client communities, we must work closely with the local public officials in our client

Ms. Betsy Driggers  
May 20, 2009  
Page 2

communities as well as their representatives in Washington, DC and Tallahassee to achieve success. Understanding our client communities' needs as well as the requirements of the federal and state programs we work with has resulted in a very high success rate for applications my firm has prepared. This success has been enhanced by the working relationships we have developed with the officials administering these programs.

Having personally managed the City of Palatka's CDBG projects since 1976 I look forward to continuing my longstanding relationship with the City.

My firm's approach to managing the City of Palatka's Neighborhood Revitalization Project would be as follows:

**CITY OF PALATKA  
NEIGHBORHOOD REVITALIZATION PROJECT  
MANAGEMENT APPROACH**

The work items and time line that would be utilized to carry out the City of Palatka's CDBG Neighborhood Revitalization project are as follows:

<b>WORK ITEM</b>	<b>DATE OF COMPLETION</b>
1. City receives CDBG contract from DCA for completion and execution.	Complete
2. City returns completed contract with attachments to DCA for execution by the state.	Complete
3. City Begins Environmental Review Process.	April 15, 2009
4. City selects project administrator	June 15, 2009
5. City completes administrative desktop monitoring package and submits it to DCA for approval.	June 15, 2009
6. The Environmental Review process is completed.	July 1, 2009
7. The City receives a fully executed contract from DCA.	July 1, 2009
8. The City obtains approval for the administrator selection process as well as the contract from DCA.	July 5, 2009

Ms. Betsy Driggers  
May 20, 2009  
Page 3

- |   |                    |
|---|--------------------|
| 9. The City receives "Release of Funds" notification from DCA.  | July 5, 2009       |
| 10. The Plans and Specifications for the project are sent to DCA for review and approval.                                       | Complete           |
| 11. DCA approves the plans and specifications.  | July 5, 2009       |
| 12. The project is bid out.   | July 5, 2009       |
| 13. The City awards the bids and obtains DCA approval of the contractor.  | August 15, 2009    |
| 14. The City holds the Pre-construction conferences and issues the "Notice to Proceed" to the contractor.                       | September 1, 2009  |
| 15. The Contractor begins construction of the project.  | September 15, 2009 |
| 16. The Contractor completes construction of the project.   | February 30, 2010  |
| 17. The administrator prepares close-out documents for the project and the City submits the documents to DCA. forwarded to DCA. | April 15, 2010     |

The team that would be in charge of the administration of the City of Palatka's CDBG Neighborhood Revitalization Project would be as follow:

**1. Fred D. Fox – Project Manager**

Mr. Fox would work with the City's Citizen Advisory Task Force (CATF), City Commission and City Staff to coordinate the general operation of the project including, but not limited to:

- Work with the City to develop an administrative contract that is acceptable to the State;
- Work with the City and the project engineer to coordinate the bidding, construction, contract award and pre-construction meeting for the project;

- Insure that Davis Bacon and other federal employee tracking requirements are met;
- Conduct contractor and subcontractor employee interviews;
- Insure all record-keeping and reporting procedures are followed;
- Attend all State and Federal monitoring meetings regarding the project;
- Conduct Citizens Advisory Task Force (CATF) meetings as well as attend all City Commission meetings where grant items are to be discussed.

**2. Melissa Fox – Grants Compliance/Bookkeeping Specialist**

Ms. Fox would coordinate the financial administration of the program with the City including, but not limited to the following:

- Coordinate the establishment of the bookkeeping system required for the project with City staff;
- Prepare “Request for Funds” for the project;
- Review and approve all requests for payments from the contractors including obtaining appropriate Release of Liens;
- Prepare samples of required correspondence to DCA and draft responses to DCA correspondence for City review and execution;
- Provide ongoing coordination of all required record-keeping for the project;
- Review all payrolls and employee interview forms for Davis Bacon and other Federal compliance.

**PRICE/FEE SCHEDULE**

The fee schedule for the management of the City of Palatka’s CDBG Neighborhood Revitalization Project would be as follows:

<b>SERVICE</b>	<b>AMOUNT</b>
<b>1. <u>Prepare the Environmental Review</u></b>	
• Prepare the Environmental Review including all required mail-outs.	
• Prepare the required advertising.	\$ 2,500.00

2. **Attendance at the DCA Site Visit and Project Monitoring Visits as well as the Completion of all Required Reports**

- Prepare Project Amendments (Estimate - 2).
- Prepare all required advertisements.
- Participate in the DCA site visit.
- Participate in all DCA Monitoring visits (Estimate - 2).
- Prepare the Preliminary Contract and Final close-out documents for the project. \$ 5,000.00

3. **Project Administration/Financial Supervisor**

- Create and maintain an independent set of financial records for the project.
- Prepare all Request for Funds for the project.
- Coordinate 504 (handicapped accessibility) requirements with the City.
- Carry out required Fair Housing Activities.
- Coordinate with DCA on any new program requirements. \$ 15,000.00

4. **Coordination with the Engineer and Contractor**

- Coordinate with the engineer on all Federal and State requirements associated with the project.
- Participate in the Pre-bid conference for the project.
- Obtain the contractor approval from DCA.
- Coordinate the Pre-construction conference with the engineer.
- Review contractor package for grant information completion.
- Insure Notice To Proceed is issued to the contractor.
- Conduct required Employee Interviews.
- Review and approve contractor payroll requests along with the engineer.
- Review and recommend approval of all change orders as they relate to DCA contract compliance.
- Insure all Release of Liens are obtained and all
- Federal requirements are met prior to approval of any payment requests. \$ 24,500.00

Ms. Betsy Driggers  
May 20, 2009  
Page 6

5. **Community Coordination**

- Meet with the Citizen's Advisory Task Force to keep them updated on the progress of the project.
  - Meet with the City Council and City Staff on a regular basis to keep them updated on the progress of the project.
- \$ 2,500.00

6. **Coordination with DCA Staff**

- Maintain continuous telephone and written coordination with DCA staff to insure a smooth flow of the project through the state system.
  - Walk any required amendments and approvals through DCA to insure a quick approval.
- \$ 2,500.00

GRAND TOTAL ----- \$52,000.00

We would propose to provide all management services associated with the administration of the City's CDBG Neighborhood Revitalization project for the lump sum of **Fifty-two Thousand Dollars and No/100 (\$52,000.00)**. If you have any questions concerning this proposal, please do not hesitate to contact our office at (904) 810-5183.

Sincerely,



Fred D. Fox  
President

FDF/mnf

*Agenda  
Item*

*3<sub>f</sub>*

201 N. 2<sup>nd</sup> Street  
Palatka, FL 32177  
Tel. (386) 329-0100  
Fax (386) 329-0199

*City of Palatka*  
*Office of the City Manager*

**To:** Mayor, City Commissioners

**From:** Woody Boynton, City Manager

**Date:** July 3, 2009

**RE:** Engineering Proposal – CDBG Watermain Upgrade Project

---

Attached is a proposal in the amount of \$22,020.00 from Ayres Associates to complete post engineering design services including bidding assistance and construction administration. As we have discussed this project will consist of upgrading the City's watermains on N. 19<sup>th</sup> Street from Old Jacksonville Highway to approximately Madison Street and on Dunham Street from approximately US 17 to N. 4<sup>th</sup> Street. This project will be 75% funded by CDBG. This project will provide an upgrade in the quantity (both volume and pressure) as well as the quality of water in this area.

We are recommending that this proposal be approved and the engineering work completed. This money will be allocated from the Utility Fund. In discussing this expenditure with Ruby Williams, Finance Director she has indicated that money is available to complete this work.

Should you have any questions, please call.

June 29, 2009



Mr. Woody Boynton, PE  
City Manager  
City of Palatka, Florida  
201 N. 2<sup>nd</sup> Street  
Palatka, Florida 32177

Re: Dunham Street Water Main Extension  
Post Design Engineering Services  
Bidding Assistance & Construction Administration

Dear Mr. Boynton:

Ayres Associates (Ayres) is pleased to present our scope of services and fee proposal for the post design services for the referenced project.

### **PROJECT DESCRIPTION**

This project consists of installing a new water main within the Dunham Street right of way and providing connections at most cross streets to provide needed pressure and flow for the northeast portion of the City. The area of improvements is generally along the Dunham Street right of way between Reid Street and North 4<sup>th</sup> Street and on North 19<sup>th</sup> Street between Reid Street and Old Jacksonville Road.

### **SCOPE OF SERVICES**

The following provides a list of tasks to be performed during the construction phase of this project.

#### **BIDDING ASSISTANCE**

- Prepare bid advertisement
- File invitation to bid in one (1) major local newspaper to run one time
- Coordinate Plan Sales and Bidders list
- Conduct one (1) pre-bid meeting with interested contractors and City.
- Address request for information from Contractor during bidding.
- Evaluate Bids and provide recommendation to City.

#### **CONSTRUCTION ADMINISTRATION SERVICES**

- Conduct one (1) pre-construction conference with the City, Contractor, and any Subcontractors.
- Address Request for Information (RFI) from Contractor during construction.
- Review Contractor shop drawings for PVC Piping, valves, Miscellaneous Appurtenances, etc., that are required in accordance with the project specifications.
- Review Contractor pay requests and provide recommendation to City.

**PROJECT SCHEDULE**

The proposed scope of work will be provided during the bidding phase and the beginning phase of the construction schedule. The project is expected to take approximately 150 days for substantial completion and 180 days for final completion and project closeout.

**ADDITIONAL SERVICES**

There are no additional services anticipated. Should additional services be requested or required, mutually agreed scope, terms, and conditions will be established prior to any work being initiated.

**FEE**

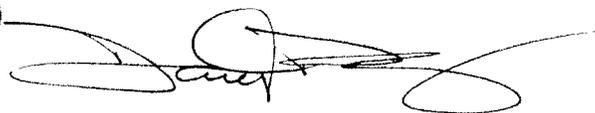
The total lump sum amount to complete the work as presented herein is \$22,020.00.

**Acceptance**

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed.

Proposed by Consultant:

Ayres Associates Inc



Daryl R. Myers, PE  
Project Manager

Accepted by Owner:

City of Palatka, Florida  
Owner's Name

\_\_\_\_\_  
Signature

Woody Boynton, PE  
Name

City Manager  
Title

\_\_\_\_\_  
Date

**City of Palatka, Florida**  
**Dunham Street Water Main Extension**  
**Post Design Services**  
**June 29, 2009**

WORK BREAKDOWN SUMMARY	LABOR CATEGORIES / HRLY BILLING RATES					
	PR	PM	ENG PE	Fid Insp	Clerical	TOTAL
	\$ 165.00	\$ 115.00	\$ 95.00	\$ 75.00	\$ 45.00	
<b>Bidding Assistance</b>						
File Invitation to Bid	0	0	0	0	4	\$180.00
Coordinate Plans Sales/Bidders List	0	0	0	0	40	\$1,800.00
Pre-Bid Conference	0	4	0	0	2	\$550.00
Address RFI's from Contractor	0	8	16	0	4	\$2,620.00
Bid Evaluation and Recommendation	0	4	0	0	0	\$460.00
<b>Construction Administration</b>						
Preconstruction Conference	0	4	0	4	4	\$940.00
Shop Drawing Review	0	40	0	0	12	\$5,140.00
Review Contractor Pay Requests	0	16	0	16	10	\$3,490.00
Address RFI's from Contractor	0	24	16	16	8	\$5,840.00
<b>WORK BREAKDOWN SUMMARY</b>	<b>0</b>	<b>100</b>	<b>32</b>	<b>36</b>	<b>84</b>	<b>\$21,020.00</b>
<b>Reimbursable Costs</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>			
Bid Advertisement	1	LS	\$500.00			\$500.00
Shipping/Postage	1	LS	\$250.00			\$250.00
Copying	500	SHTS	\$0.50			\$250.00
<b>Subtotal - Reimbursable Costs</b>						<b>\$1,000.00</b>
<b>TOTAL - POST DESIGN &amp; REIMBURSABLE COSTS</b>						<b>\$22,020.00</b>

*Agenda  
Item*

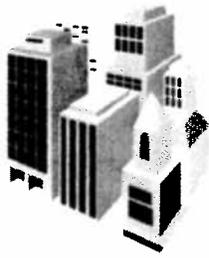
*3g*

*Agenda  
Item*

*3h*

*Agenda  
Item*

*3<sub>i</sub>*



CITY OF PALATKA  
Betsy Jordan Driggers  
City Clerk  
201 N. 2<sup>nd</sup> Street  
Palatka FL 32177  
Phone: 386-329-0100  
Fax: 386-329-0106  
e-mail: betsy@mail.qbso.net

# Memorandum

**To:** City Commission  
**CC:** Jim Lee, Planning Director  
**From:** Betsy Driggers, City Clerk  
**Date:** 7/2/2009  
**Re:** Board of Zoning Appeals Appointments

---

Betty Willis' term on the Board of Zoning Appeals expires July 31, 2009. She has submitted an application for reappointment to this Board and is the sole applicant. She meets all membership requirements.

Since the only application received is from the incumbent, **it is Staff's recommendation to re-appoint Betty Willis to the Board of Zoning Appeals for a five-year term to expire July, 2014.**

KARL N. FLAGG  
MAYOR-COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER

ALEGRA KITCHENS  
COMMISSIONER



ELWIN C. "WOODY" BOYNTON, JR.  
CITY MANAGER  
BETSY JORDAN DRIGGERS  
CITY CLERK  
RUBY M. WILLIAMS  
FINANCE DIRECTOR  
GARY S. GETCHELL  
CHIEF OF POLICE  
MICHAEL LAMBERT  
CHIEF FIRE DEPT.  
DONALD E. HOLMES  
CITY ATTORNEY

Regular meeting 2nd and 4th Thursdays each month at 6:00 p.m.

### CITY OF PALATKA BOARD REAPPOINTMENT REQUEST

I wish to apply for reappointment to the Board of Zoning Appeals Board.  
I understand that I will continue to serve in a volunteer capacity on this advisory board.

MEMBER: Betty W. Willis # of years' prior service: 20+ yrs.  
Residence Phone: 986 325-2626  
(911 Address) 606 S. 13th St. Palatka, Fla-32977 Fax: N/A  
Business Name Phone: \_\_\_\_\_  
& Address N/A Fax: \_\_\_\_\_  
*(City Residents or business/property owners will be given preference when board member residency is not specified by statute or city ordinance)*  
Preferred Mailing Address: \_\_\_\_\_

E-mail: N/A Daytime Phone: \_\_\_\_\_

**AGREEMENT:** By filing this document, I am indicating my desire to be reappointed to the advisory board upon which I currently serve. I also agree and understand that this document becomes a part of the official records of the City of Palatka, and I hereby certify that all the information contained herein is true, to the best of my knowledge. I also understand that, if appointed, the State of Florida may require me to file a financial disclosure with the Putnam Co. Supervisor of Elections each year covering my term of appointment.

Betty W. Willis  
SIGNATURE OF APPLICANT DATE June 24, 2009

**Chairman/Director::** Please return this form, together with a copy of this member's attendance record, to Betsy Driggers, City Clerk, 201 N. 2<sup>nd</sup> Street, Palatka, Florida.

CHAIRMAN/DIRECTOR'S COMMENTS (if any) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chairman's/Director's Signature \_\_\_\_\_

KARL N. FLAGG  
MAYOR - COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

LEGRA KITCHENS  
COMMISSIONER

VERNON MYERS  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER



*Regular meeting 2nd and 4th Thursdays each month at 6:00 p.m.*

ELWIN C. "WOODY" BOYNTON, JR.  
CITY MANAGER

BETSY JORDAN DRIGGERS  
CITY CLERK

RUBY M. WILLIAMS  
FINANCE DIRECTOR

GARY S. GETCHELL  
CHIEF OF POLICE

MICHAEL LAMBERT  
CHIEF FIRE DEPT.

DONALD E. HOLMES  
CITY ATTORNEY

June 15, 2009

Ms. Betty Willis  
606 S. 13<sup>th</sup> St.  
Palatka FL 32177

Dear Ms. Willis:

This is to notify you that your term on the Board of Zoning Appeals will expire at the end of July 2009. Please fill out the enclosed application indicating your continued interest in serving on the Board and return it to City Hall by Wednesday, July 1, 2009.

Appointments to this Board will be considered at the July 9, 2009 meeting of the City Commission at 6:00 p.m.

Sincerely,

Karen M. Venables  
Assistant City Clerk

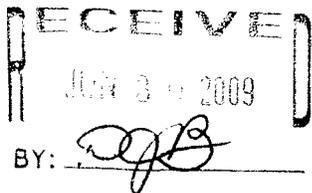
KMV/s

Encl.

cc: City Commission  
cc: Planning Director

*Agenda*  
*Item*

$3_j$



6/24/2009

Ronald Becker  
2031 Country Club Terrace  
Palatka, Fl. 32177  
386 325 1494

Debbie Banks  
City of Palatka Code Enforcement Division  
201 Nth 2<sup>nd</sup> Street  
Palatka Fl.  
32177

Dear Mrs. Banks,

Please accept my resignation from the City of Palatka's Code Enforcement Board immediately.

I, sincerely thank you, other members of the agency and board members for allowing me to serve the time I have served on the Codes Enforcement Board.

I have learned a lot in this short period of time. But it only proved to galvanize my feelings and philosophical point of view on private property rights.

I sincerely wish there was a better way.

Respectfully Yours

*Ronald Becker*

Ronald Becker

*Agenda  
Item*

*3<sub>k</sub>*

# Memo

**To:** City Commission  
**From:** Karen Venables, Asst. City Clerk  
**Department:** Clerk's Office  
**CC:** Betsy Driggers, City Clerk  
Ruby Williams, Finance Director  
**Date:** June 22, 2009  
**Re:** Surplus Property Request

---

**Please declare the following property surplus:**

	<u>Item/Description</u>	<u>Quantity</u>	<u>Inventory Control No.</u>
1.	1994 Buick Century, Blue in color Needs to be hauled off, won't run	1	Golf Course VIN#1G4AG55M9R6479341
2.	1999 Ford Explorer 2 Dr., White in color Needs a battery, but runs good	1	Golf Course VIN#1FMYU22XUXC63103
3.	2000 Chevy Impala, 4 Dr. Sedan, Blue in color 3.4 V6 Engine, 82,370 miles New tires and headlights	1	Fire Dept. VIN#2G1WF52E6Y9262677
4.	HP Lazer Printer (does not work)	1	Building & Zoning
5.			
6.			
7.			
8.			
9.			
10.			

---

**Recommended Disposition:**

*Agenda*  
*Item*

4

**RESOLUTION NO. 8 - 56**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
AUTHORIZING THE MAYOR AND CITY CLERK TO  
EXECUTE AND ATTEST TO AN AGREEMENT FOR  
MAINTENANCE OF PORTIONS OF RIGHT OF WAY  
ALONG SR15, SR20 AND SR100 WITH THE FLORIDA  
DEPARTMENT OF TRANSPORTATION.**

**WHEREAS**, the Florida Department of Transportation desires to renew an agreement with the City of Palatka to perform certain maintenance of state roads in order to improve the aesthetic appearance of the City; and

**WHEREAS**, the City of Palatka desires to renew an agreement with the Florida Department of Transportation to maintain portions of the right-of-way along SR 15, SR 20 and SR100; and

**WHEREAS**, the term of this renewal agreement begins July 24, 2009 and ends June 23, 2010.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and City Clerk are hereby authorized to execute and attest, on behalf of the City of Palatka, Florida, an Agreement for Maintenance between the City of Palatka and the Florida Department of Transportation for portions of the right-of-way along SR 15, SR 20 and SR 100, FIN Project No. 41021417297.

**PASSED AND ADOPTED** this 9th day of July, 2009.

**CITY OF PALATKA**

\_\_\_\_\_  
**By: Its MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**



## Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS  
SECRETARY

**ST. AUGUSTINE MAINTENANCE**  
**\*3600 DOT ROAD \***  
**ST. AUGUSTINE, FLORIDA 32084**  
**(904) 825-5036**

June 12, 2009

City of Palatka  
201 N 2<sup>nd</sup> Street  
Palatka, FL 32117

Subject :       **Local Agreement**  
                  **Fin. Proj. No:**       **41021417297**  
                  **County:**               **Putnam**  
                  **Description:**       **Maintenance Agreement**

Betsy Driggers,

Please find the attached new local agreement for the City of Palatka and the Department of Transportation. Please make five (5) copies to be signed and returned with an approved Resolution. All five(5) agreements must have original signatures and original seals, not just certified copies. The Resolution must be an original with an original seal.

Unfortunately after much research into the amount of the existing local agreement and the Departments funded amount, I am unable to justify an increase in the amount this agreement at this time. I was able to make a minor adjustment to allow for four equal payments.

Feel free to give me a call if you have any questions.

Thank you.

Sincerely,

Michael L. Hall  
Maintenance Contracts Manager – St. Augustine

cc:     File

Contract No.: \_\_\_\_\_  
Financial Project No.: 41021417297  
County: Putnam

## AGREEMENT FOR MAINTENANCE

THIS AGREEMENT, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, a component Agency of the State of Florida, and the CITY OF PALATKA hereinafter called the "CITY", effective as of the date executed by the DEPARTMENT.

### WITNESSETH:

WHEREAS, as part of its maintenance responsibilities for the STATE OF FLORIDA HIGHWAY SYSTEM, the DEPARTMENT has been maintaining the existing limits of the state highways identified in Attachment "A" and made a part hereof; and

WHEREAS, the CITY desires to maintain portions of the state roads identified in Attachment "A" in order to improve the aesthetic appearance of the CITY; and

WHEREAS, the entire lengths of the above-mentioned state highways are within or adjacent to the corporate limits of the CITY; and

WHEREAS, the CITY, by Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, attached hereto and made a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits each to flow to the other, the parties covenant and agree as follows:

1. The CITY shall appoint a representative for the administration of this Agreement. The CITY representative will be the "contact" for the DEPARTMENT's local Maintenance Engineer and/or his/her representative concerning all aspects of this Agreement, including communications with the public and/or political officials. The CITY shall be responsible for maintenance of all landscaped and/or turfed areas within DEPARTMENT right-of-way having limits identified in Attachment "A". The CITY shall be responsible for the maintenance of traffic during all operations covered by this Agreement, in accordance with Part VI of the Manual on Uniform Traffic Control Devices and the current Roadway and Bridge Design Standards and any other applicable standards. For the purpose of this Agreement, unless otherwise noted in Attachment "A", the locations to be maintained by the CITY shall be maintained to a minimum standard so as to meet the Maintenance Rating Program's (MRP) desired rating of 80. Should any item of maintenance fall below the desired rating, the CITY agrees to immediately concentrate efforts and to bring the deficient item up to a minimum MRP rating

of 80. The CITY will not be responsible for a below 80 rating if the cause and effect is not due to neglect by the CITY.

2. The CITY shall, within the right-of-ways identified in Attachment "A", accomplish the following during the term of this Agreement:
  - A. Routinely mow, cut and/or trim the grass or turf (includes total greenscape) in accordance with State of Florida "Guide for Roadside Mowing" (1990) and any amendments thereto.
  - B. Properly prune all plants which includes:
    - (1) Routinely trimming trees
    - (2) Routinely pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right of way
  - C. Routinely remove dead, diseased or otherwise deteriorated plants.
  - D. Routinely keep litter removed from the right-of-way.
  - E. Routinely remove and dispose of all trimmings, roots, litter, etc. resulting from the activities described herein.
  - F. Routinely edge and sweep any excess grass from sidewalks, curbs and gutters.
  - G. Routinely sweep roadways, curbs and gutters, valley gutters, intersections and barrier wall gutters.
3. The CITY and the DEPARTMENT shall be responsible jointly for clean-up, removal and disposal of debris from DEPARTMENT right-of-ways described by Attachment "A", or subsequent amended limits mutually agreed to in writing by both parties, following a natural disaster (i.e. hurricane, tornadoes, etc.).
4. To the extent permitted by law, the CITY covenants and agrees that it will indemnify and hold harmless DEPARTMENT and all of DEPARTMENT's officers, agents and employees, from any claim, loss, damage, cost or charge of expense arising out of any act, action, neglect or omission by CITY during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which DEPARTMENT or said parties may be subject, except that neither CITY nor any of its agents or contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of DEPARTMENT or any of its officers, agents or employees.
5. If, at any time after the CITY has assumed the landscaping installation and/or maintenance responsibility above-mentioned, it shall come to the attention of the DEPARTMENT's District Secretary that the right-of-ways identified in Attachment "A" or a part thereof is not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the CITY, to place said CITY on notice thereof. Thereafter, the CITY shall have a period of thirty (30) calendar

days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may, at its option, proceed as follows:

- A. Undertake the correction of said deficiencies and maintain the subject right of ways as required by this Agreement, with DEPARTMENT or a contractor's personnel and equipment, and invoice the CITY for all reasonably incurred costs and expenses related thereto, all of which the CITY hereby agrees to pay immediately; and/or
- B. Terminate the CITY's right to perform hereunder, and undertake with its own forces or retain the services of a contractor to complete required performance under this Agreement and recover from the CITY all of the DEPARTMENT's reasonably incurred costs and expenses related to said completion; and/or
- C. As to any additional landscaping that may have been added to the subject right of ways, the DEPARTMENT may elect to remove same and to restore affected areas to their preexisting condition and invoice the CITY for the reasonable cost of such removal and restoration, all of which shall be immediately paid by the CITY; and/or
- D. The DEPARTMENT may offset all sums due it under this Agreement against any payments that may be due or come due to the CITY under this or other maintenance agreements with the DEPARTMENT. If said funds are not sufficient to reimburse the DEPARTMENT, the CITY shall pay any deficiency to the DEPARTMENT immediately upon invoicing.

6. It is understood between the parties that all areas and landscaping covered by this Agreement may be deleted, removed, relocated, or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet the future criteria or planning of the DEPARTMENT, in which event the payments provided for in paragraph 7 shall be subject to adjustment.

7. The DEPARTMENT agrees to pay to the CITY quarterly (each three month period following a notice to proceed) compensation for the cost of maintenance as described under items (2) A through (2) G of this Agreement. The lump sum payment will be in the amount of \$ 12,913.51 per quarter for a total sum of \$ 51,654.04 per year. In the event this Agreement is terminated as established by items five (5) or eight (8) herein, payment will be prorated for the quarter in which termination occurs.

8. This Agreement or part thereof is subject to termination under any one of the following conditions:

- A. In the event the DEPARTMENT exercises the option identified in items five (5) and fifteen (15) of this Agreement.
- B. Upon thirty (30) days written notice and upon mutual agreement of the parties.

9. The initial term of this Agreement shall be for a period of one (1) year, commencing on the date a written notice to proceed is issued to the CITY by the DEPARTMENT's District Maintenance Engineer. It is understood that, at the end of the initial one year period, this Agreement may be

renewed for no more than two (2) one (1) year renewal periods. Renewals shall be made at the discretion of the DEPARTMENT and agreed to in writing by the CITY.

10. In the event this Agreement extends beyond the DEPARTMENT's current fiscal year, the CITY and DEPARTMENT mutually agree that performance and payment during subsequent fiscal periods is contingent upon funds being appropriated, allocated, or otherwise made available by the legislature.

Therefore, Section 339.135(6)(a), Florida Statutes (1995), is applicable to this Agreement which states as follows: - The DEPARTMENT, during any fiscal year, may not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money shall be paid thereon. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for a period exceeding one (1) year, but any contract so made shall be executory only for the succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT in excess of \$25,000.00 and having a term for a period of more than one (1) year.

11. The CITY shall not have authority to add any landscaping to any of the DEPARTMENT's right-of-ways without first making written application to the DEPARTMENT and receiving written approval from the DEPARTMENT pursuant to the terms of this paragraph 11. All requests and approvals shall be deemed to have been made and given in agreement with and subject to the conditions set forth below:

- A. Plans for any new landscaping shall be subject to prior written approval by the DEPARTMENT's local Maintenance Engineer. The CITY shall not change or deviate from said approved plans without prior written approval from the Maintenance Engineer.
- B. All landscaping shall be developed and implemented in accordance with appropriate state safety and road design standards.
- C. The CITY agrees to complete, execute and comply with all applicable joint application, insurance forms and permitting requirements of the DEPARTMENT related to construction and maintenance of additional landscaping on the DEPARTMENT's right-of-ways.
- D. The CITY agrees that it shall not be entitled to receive nor shall the DEPARTMENT be required to pay any additional payments due to any additional landscaping that may be added pursuant to this provision, including, but not limited to, any increase in the cost incurred by the CITY to install, maintain, or remove the added landscaping during the term of this Agreement, and any renewal thereof, and/or subsequent to this Agreement's termination for any reason.
- E. The CITY agrees to be solely responsible for the installation, continuing maintenance and/or any removal and or restoration of any approved additional landscaping, without cost to the

DEPARTMENT, pursuant to the requirements and standards established by this Agreement, during the term of this Agreement and as it may be later renewed and for such additional period, upon the expiration or termination of this Agreement, as said additional landscaping remains on the DEPARTMENT's right-of-way. This Agreement being deemed to survive its expiration and/or termination as to any additional landscaping added pursuant to this paragraph 11.

12. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other prior agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.
13. This Agreement is nontransferable and nonassignable in whole or in part without the written consent of the DEPARTMENT.
14. This Agreement, shall be governed by, and construed according to the laws of the State of Florida.
15. Contractual Services - In the event this contract is for a contractual service as defined by Section 287.012, Florida Statutes (1996), the following provisions shall also apply:
  - A. Pursuant to the requirements of Section 287.058, Florida Statutes (1996):
    - (1) The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this contract. Failure by the Contractor to grant such public access shall be grounds for immediate cancellation of this contract by the Department.
    - (2) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, and bills for travel expenses specifically authorized by this contract shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes.
  - B. Pursuant to the requirements of Section 287.133(3)(a) and (2)(a), Florida Statutes (1996):

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes (1996), for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

- 
16. A Vendor Ombudsman has been established with the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Hotline, 1-800-848-3792.





**IN WITNESS WHEREOF** the parties hereto have caused these presents to be executed as of the Executed/Agreement Effective Date stated below.

CITY OF PALATKA

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

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

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

District Secretary

Title:

ATTEST: \_\_\_\_\_ (SEAL)

Executive Secretary

ATTEST: \_\_\_\_\_ (SEAL)

CLERK

Executed/Agreement Effective  
Date

---

FOR DEPARTMENT USE ONLY

APPROVED AS TO FORM AND LEGALITY:

Attorney, Department of Transportation      DATE



**ATTACHMENT "A"**

**CITY OF PALATKA  
MAINTENANCE LOCATIONS**

<b><u>STATE ROAD NUMBER</u></b>	<b><u>LIMITS</u></b>
15	FROM Farmers Market TO Carter Road
20	FROM S.R. 19 TO Reid Street
100	FROM S.R. 19 TO S.R. 15 (U.S. 17)

*Agenda*  
*Item*

5

**CITY OF PALATKA CITY COMMISSION  
AGENDA ITEM**

**ITEM:** Public hearing and consideration of an ordinance providing a preference to property owners within the designated Historic Districts for appointment to the Historic Preservation Board. First reading.

**DEPARTMENT:** Building & Zoning

---

**AGENDA SECTION:** Regular agenda requiring Commission action

---

**ATTACHMENTS:**

1. An ordinance of the City of Palatka providing a preference to property owners within the designated Historic Districts for appointment to the Historic Preservation Board.
2. Draft May 28, 2009, City Commission Minutes

**DATE:** July 9, 2009

---

**SUMMARY HIGHLIGHTS:**

At the May 28, 2009 meeting the City Commission directed staff to prepare an ordinance amending Section 54-76(c) that would add the following, "with preference given to property owners within the designated Historic Districts".

The second reading of this ordinance is scheduled for August 27, 2009.

---

**RECOMMENDED ACTION:**

Staff recommends approval of the attached ordinance.

---

**AGENDA ITEM NUMBER:**

**AGENDA PAGE NUMBER:**

This instrument prepared by:  
Betsy J. Driggers  
201 N. 2<sup>nd</sup> Street  
Palatka FL 3217

**ORDINANCE NO. 09 - \_\_\_\_\_**

**entitled**

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA, BY REVISING SECTION 54-76(c), ADDING A PREFERENCE GIVEN TO PROPERTY OWNERS WITHIN THE DESIGNATED HISTORIC DISTRICTS FOR APPOINTMENT TO THE HISTORIC PRESERVATION BOARD; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:**

**Section 1.** That Section 54-76(c) be amended , so that such Section shall read as follows:

(c) *Membership; compensation of members.* The board shall be composed of seven members and one alternate. Members shall be appointed by the city commission. Whenever possible, with preference given to property owners within the designated historic districts, the members shall include:

- (1) An architect.
- (2) A property owner within the North Historic District.
- (3) A property owner within the South Historic District.
- (4) A representative of the Putnam County Historical Society.
- (5) A contractor.
- (6) A real estate broker.
- (7) An attorney.

Members shall be selected on the basis of their interest in preserving historic districts, and they shall serve without compensation.

**Section 2.** A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka.

**Section 3.** This Ordinance shall become effective immediately upon its final passage by the City Commission of the City of Palatka, Florida.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida, this **23rd** day of July, 2009.

**CITY OF PALATKA**

**BY: \_\_\_\_\_**  
**Its MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM AND  
CORRECTNESS:**

---

**CITY ATTORNEY**

EFFECTIVE DATE. Commissioner Norwood moved to adopt the ordinance on 2<sup>nd</sup> reading. Commissioner Brown seconded the motion. A roll-call vote was taken with the following results: Commissioner Norwood, Brown, Kitchens, Myers and Flagg, yes; Nays; none. Ordinance No. 09-22 was declared adopted.

7. **ORDINANCE – 114 Tanner Terrace** – Planning Board recommendation to Annex, Amend the Future Land Use Designation from County Urban Service to City Low Density Residential and Rezone from County R-1A to City R-1 – Lois Darlene Laibl Crowe, Applicant – 2<sup>nd</sup> Reading, Adopt – The Clerk read an ordinance entitled AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED AS TO THAT CERTAIN PROPERTY IN SECTION 11, TOWNSHIP 10 SOUTH, RANGE 26 EAST; REPEALING ANY ORDINANCE IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. Commissioner Kitchens moved to adopt the ordinance on 2<sup>nd</sup> reading. Commissioner Brown seconded the motion. A roll-call vote was taken with the following results; Commissioner Kitchens, Brown, Myers, Norwood and Flagg, yes. Nays, none. Ordinance No. 09-23 was declared adopted.

8. **ORDINANCE – 909 N. State Rd. 19** – Planning Board recommendation to Annex, Amend the Future Land Use Map (Small Scale) from County Commercial to City Commercial and Rezone from County C-2 (Commercial II) to City C-2 (Intensive Commercial for approximately .75 of an acre – Lawrence J. and Susan A. Masters, Applicant – 2<sup>nd</sup> Reading, Adopt – The Clerk read an ordinance entitled AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED AS TO THAT CERTAIN PROPERTY IN SECTION 02, TOWNSHIP 10 SOUTH, RANGE 26 EAST; REPEALING ANY ORDINANCE IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. Commissioner Myers moved to adopt the ordinance on 2<sup>nd</sup> reading. Commissioner Kitchens seconded the motion. A roll-call vote was taken with the following results; Commissioner Myers, Kitchens, Norwood, Brown and Flagg, yes. Nays, none. Ordinance No. 09-24 was declared adopted.

9. **ORDINANCE** amending the Historic Preservation Board membership provision to remove restrictions on the alternate member appointment – 2<sup>nd</sup> Reading, Adopt – The clerk read an ordinance entitled AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA BY REVISING SECTION 54-76(d), REMOVING RESTRICTIONS FOR THE ALTERNATE MEMBER QUALIFICATIONS FOR APPOINTMENT TO THE HISTORIC PRESERVATION BOARD; AND PROVIDING AN EFFECTIVE DATE. Mayor Flagg noted there were letters submitted from the North and South Historic Districts and asked they be read into the record.

Jim Lee noted this is a second reading of an ordinance removing the residency requirement for the one alternate position. Staff's recommendation to approve this ordinance is based upon consistency. No other position requires residency. He read off the seven full-time positions and qualifications for each. Mr. Lee said five of the seven current members are property owners in the historic districts. This is consistent with commission action in the past. He has discussed this with the City Manager and City Attorney, and would like to bring another ordinance to the Commission in July to insert language stating that whenever possible, North and/or South Historic District property owners be appointed. This ordinance can be advertised and brought for first reading in July. His recommendation is to adopt this ordinance based upon consistency, and to further adopt the recommended ordinance revision in July to give preference to property owners in the North and South historic districts. He also included a letter from Ms. Christy Sanford in their package (filed) in opposition to the passage of the ordinance. The Clerk read a letter, which was undated but received today at City Hall, from

Christy Sanford, President, South Historic District Neighborhood Association, and John Vogt, President, North Historic District Association, in opposition to the passage of the ordinance, into the record (filed).

Christy Sanford, 312 Dodge Street, said they brought this matter to the Neighborhood Associations and she was not advocating a position. Her neighborhood association strongly believes they should have a representative from the neighborhood. This is about people with a strong interest in their properties. They would like to be notified about these openings and they will provide applicants. They provided two applicants in the past two weeks.

Commissioner Kitchens said there are 195 property owners representing 257 different parcels in the South Historic District. She asked how many property owners attend these meetings. Ms. Sanford said they do not require quorums; everyone is invited to attend. They get new members every day due to a new program they've instituted. The owners of the nine houses that are being painted are required to be new members. Commissioner Kitchens asked how many people were present at this vote. Ms. Sanford said they don't require a quorum. She does not have that number. Commissioner Kitchens said she believes it is totally unfair and biased that only the alternate has to be a city resident. She has no objection to the proposed change, but there are two other districts proposing to form historic districts, and they should amend that proposed language to just read 'historic districts' and not specify what historic districts. Mr. Holmes said it should read, "designated historic districts." Commissioner Kitchens said she is pleased to see that people have come forward to serve on boards and hopes they continue to do that. She believes they should make this change because only the alternate is required to be a city resident. Commissioner Brown said they have a problem with keeping boards staffed and with quorums. They have always shown preference to city residents when making appointments to boards, and staff is well aware of that preference. She would like to leave the proposed ordinance as is. Giving preference to city residents should be sufficient. Commissioner Myers said, while preference should be given to the letter, he has looked at the requirements for appointment, and there are two seats where the requirement is to be a property owner in the respective districts; this does not state they have to be a resident. To be consistent, he supports the change with the caveat that the preference amendment is passed at a later date. They will always give preference to a resident.

Commissioner Norwood said he understands the requirement is being removed for the alternate, which is not an actual seated board member unless someone is absent. The members of this board won't always live in those districts, but those districts should be represented. Rather than just changing the ordinance, they should make sure they can get applicants to step up and volunteer. He was told at the last meeting they advertised this position, but no one stepped up at that time. They need to change ordinances for the right reasons, not to keep certain individuals on certain boards.

Commissioner Kitchens moved to adopt the ordinance on 2<sup>nd</sup> reading as read. Commissioner Myers seconded the motion. A roll-call vote was taken with the following results: Commissioner Kitchens, Myers, Norwood, Brown and Flagg; yes. Nays; none. The ordinance was declared adopted.

10. **NEIGHBORHOOD GARDENS** – Discussion & Request for authorization to hold community meeting - Vice Mayor Brown said she brought this to the attention of the Commission several months ago. Neighborhood Gardens will help to feed people during these tough economic times. People are losing jobs and retirement funds; this economy has put a burden on people. There are a number of vacant lots not being used to grow anything but weeds. She'd like permission to hold a town meeting to determine whether the community would be interested in

*Agenda  
Item*

6

201 N. 2<sup>nd</sup> Street  
Palatka, FL 32177  
Tel. (386) 329-0100  
Fax (386) 329-0199

*City of Palatka*  
*Office of the City Manager*

**To:** Mayor Flagg, Commissioners

**From:** Woody Boynton, City Manager

**Date:** July 3, 2009

**RE:** City of Palatka Riverfront and City Pier Planning and Engineering Study

---

Attached for your review is the Agreement for Professional Services for the planning and engineering study for the Riverfront Park and City Pier as well as an email from Michael Redd & Associates, PA (Redd) introducing changes to the original agreement submitted on June 11, 2009. This is their second attempt to provide a comprehensive engineering proposal to complete all work items identified in the City's Request for Proposals (RFP) as well as the Riverfront Park and City Pier Grant that was awarded in September 2008. I have also provided and attached with this memo, the grant application, grant agreement and the RFP that are associated with this project.

It should be noted that the original grant application that was submitted in May 2008 was for engineering and design of seven very specific items: a third boat launch facility, renovations to the existing boat launch facilities, new set of restrooms with shower facilities, renovations of existing restrooms, forty new floating moorings off the city dock, ten new floating boat moorings off the shoreline and general lighting improvements at the riverfront park. Engineering and permitting of these seven items was estimated to be \$193,000.00. The grant agreement that was entered into with the Florida Fish & Wildlife Conservation Commission was for this work and for this specific amount. The RFP that released by the City not only requested that these work items be evaluated, permitted and designed, but also requested that a comprehensive masterplan of the riverfront be provided. In this manner we could be assured that measures that we were proposing for the riverfront were consistent with the long-term vision of this area. For a complete list of the work items requested, please refer to the RFP Submittal Guidelines attached.

As I have stated before in my initial meetings with Redd, we worked at developing a scope of services, period of services, compensation and payments, terms and conditions and insurance for this work. The scope of services developed was based on the Request for Proposals that was issued. After initial negotiations with Redd, it was determined that a phased approach to the project would be most economical and prudent approach to completing all work items. In this manner we could re-evaluate the initial design criteria (listed above) and see if they still were valid design requirements. However this approach was rejected by the Commission during the June 11<sup>th</sup> Commission meeting and a comprehensive all encompassing agreement was requested to be negotiated and presented for review. The attached agreement is the result of these negotiations.

It should be noted that the Agreement is for \$256,010.00, which is approximately \$63,000.00 more than the grant awarded for this project. I also understand that there has been conversation that Michael Redd indicated in a commission meeting that his firm could complete this work for the \$193,000.00 indicated in the grant agreement. In reviewing the tapes of the April 9<sup>th</sup>, 2009 Commission meeting in which the Commission

awarded the contract to Michael Redd & Associates and authorized the City Manager to begin negotiations, the question of the grant amount did arise. However, the question asked by Commissioner Myers was directed to me and specifically asked what the grant amount was. I replied that it was \$193,000.00 and that it was my intention to complete all work items within this amount.

The attached Agreement as stated is more than the grant amount provided. However, given all the work items that are required to be completed and several of the unknowns related to permitting and design of the actual masterplan chosen by the City, this amount appears to be reasonable. It would be my recommendation that the additional fees be allocated from the Central Business District CRA and/or from the Better Place Funds. Therefore based on the information presented it is my recommendation that this Agreement be accepted and that authorization is given to the Mayor to execute said Agreement.

Please do not hesitate to call should you have questions.

**Woody Boynton**

**From:** Frank Baynham [frank@reddplan.com]  
**Sent:** Wednesday, July 01, 2009 4:18 PM  
**To:** Woody Boynton  
**Subject:** RE: Palatka Waterfront Park & Pier Improvements  
**Attachments:** 09-07.01 Palatka Waterfront Professional Services Agreement w Exhibits.pdf

Dear Woody.

Enclosed for your review is the revised contract that corresponds with the revised Fee Schedule sent last week. This includes changes to respond to the issues raised by the council. We have reviewed the minutes from the meeting to help assure we did not overlook any items.

In the interest of transparency and to give you a comfort level without your having to parse a long document line by line, we have also included versions that denote the changes that have been made to the original document. (Changes are shown in dotted red lines)

Since the document is lengthy we thought it might be helpful to include an overview of changes made, issues addressed, and explanations where appropriate. Accordingly:

- There is no phasing in our fee proposal and all line items have a defined price. This applies to sections 1.2 thru 1.8 which includes all investigation, design and public participation. To accomplish this with major unknowns it was necessary to add assumptions and limiting conditions. Examples are that the submerged land issues are being handled by the city, and that the permitting process will not include a St. Johns Water Management District process. Another example is that the 180 day time limit for completion does not include permitting.

Also, note that:

- Labor multipliers have been removed.
- Late payment fees have been removed.
- We will certainly be present at the council meeting to address all concerns.
- Section 5.5 has been changed to remove annual adjustments to hourly charges.
- Scope of work for proposed marine structures are identified in the Conceptual drawings from Taylor Engineering dated May 2009, sheets 1-6, Project No. P2009-030.
- Upland civil engineering is limited to that work associated with the proposed boat launch facility
- Dock and boat slip design is limited to pleasure craft mooring with overall lengths not to exceed 30 feet.
- The scope of work does not include utility, stormwater drainage, hydrologic hydraulic analysis or civil engineering for the upland portion of the project.

Just to note, a careful review of the meeting minutes that took place when the council approved our selection has turned up no references to price or contract totals.

We are most appreciative that the city has given us an opportunity to provide this revised proposal, and are enthusiastic about the project. The timing and potential are tremendous. We have spoken with developers and business operators who are familiar with similar efforts and have received only the most positive feedback.

7/3/2009

Apart from this e-mail, we are also sending hard copies via over night mail.

Looking forward to getting started we remain....

Respectfully

Frank Baynham, RLA  
Vice President

MICHAEL REDD & ASSOCIATES  
frank@reddplan.com  
www.reddplan.com

**From:** Woody Boynton [mailto:wboynton@palatka-fl.gov]  
**Sent:** Tuesday, June 30, 2009 7:08 PM  
**To:** frank@reddplan.com  
**Subject:** Re: Palatka Waterfront Park & Pier Improvements

Will call in am just getting back in town

**From:** Frank Baynham  
**To:** Woody Boynton  
**Sent:** Tue Jun 30 16:56:08 2009  
**Subject:** Palatka Waterfront Park & Pier Improvements  
Woody:

We will be sending you the Final Contract version tomorrow and would like to talk with you for 10 minutes or so at a time of your choosing to make sure we have covered all the points of concern with the Commission. Do you have a bit of time for us?

Frank Baynham, RLA  
Vice President

MICHAEL REDD & ASSOCIATES  
631 US Highway One, Suite 300  
North Palm Beach, FL 33408  
T:561.863.2500  
F:561.863.2505  
frank@reddplan.com  
www.reddplan.com

7/3/2009

Palatka Riverfront Park & Pier Improvements

AGREEMENT FOR PROFESSIONAL SERVICES
FINAL 09-07.01

THIS IS AN AGREEMENT made as of \_\_\_\_\_, 2009 between City of Palatka (OWNER) and Michael Redd & Associates, PA, 631 U. S. Highway One, Suite 300, North Palm Beach, Florida 33408 (CONSULTANT).

OWNER intends to retain CONSULTANT for professional services to/for Palatka Riverfront Park & City Pier Improvements and as described in Attachment A (hereinafter called the Project).

OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

The following Attachments are attached to and made a part of this Agreement.

- Attachment A - Scope of Services, consisting of pages 2-11.
Attachment B - Period of Services, consisting of page 12.
Attachment C - Compensation and Payments, consisting of pages 13-15.
Attachment D - Terms and Conditions, consisting of pages 16-18.
Attachment E - Insurance, consisting of pages 19-20.
Exhibit A - Limits of Marine Work Taylor Engineering Drawings (sheets 1-6)
Exhibit B - Compensation by Task (sheets 1-2)

This Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument as agreed to by both parties.

IN WITNES WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

City of Palatka
OWNER

Woody Boynton
City Manager

Michael Redd & Associates, PA
CONSULTANT

(Signature) [Handwritten Signature]
(Typed Name) Michael T. Redd, FASLA
(Title) President
(Date)

(Attest) [Handwritten Signature]
(Typed Name) Jean M. Lashenka
(Title) Executive Administrator

# Palatka Riverfront Park & Pier Improvements

## ATTACHMENT A - SCOPE OF SERVICES

### ARTICLE 1 - BASIC SERVICES

#### 1.1 GENERAL

CONSULTANT shall provide professional services for OWNER on the Project to which this Agreement applies, including professional consultation and advice, and duties and responsibilities as provided below and described in Exhibit A (Scope of Services) to this Agreement.

#### 1.2 PROJECT INITIALIZATION & MOBILIZATION

**1.2.1 Kickoff Meeting:** At the first available meeting time after award of contract, the CONSULTANT shall meet with designated representatives of the city to review the city goals and objectives for the project, establish the communications process, and review available data as noted in Sections 1.2.2 through 1.2.6 below.

**1.2.2 Coordination with Client:** Consultant will meet with client and receive initial instructions regarding coordination and liaison. These include but are not limited to:

- 1.) Directives from City Manager regarding coordination & liaison with, but not limited to:
  - Advisory Groups to be contacted
  - Individuals to be contacted (ex. Business Leaders)
  - Elected officials to be contacted
  - Staff Liaisons at City/ reporting functions
  - Other Contacts and liaison requirements, such as:
    - Police
    - Parks
    - Fire
    - EMT
    - Utilities
    - CRA/DDA/Chamber

**1.2.3 Investigation of Related Sites and Program:** In coordination with city staff, the CONSULTANT shall research and explore similar facilities, programs, methodologies, opportunities and constraints to consider incorporating similar facilities or programs in the master plan. Consultant has included sufficient time and hours to research and/or site visits as directed by client.

**1.2.4 Preliminary Project Scheduling:** Consultant shall prepare and review with client a complete schedule for the project which includes dates and general format for:

- Meetings
- Workshops
- Visioning/ Public meetings
- Preliminary Project Scheduling
- Work flow

# Palatka Riverfront Park & Pier Improvements

- All other tasks included in this agreement

**1.2.5 Preliminary Budgeting Outline Meeting:** Consultant shall meet with Client and determine the items to be included in the preliminary budget and prepare a written format order of magnitude cost estimate for programming purposes only.

- Proposed Waterfront Park improvements
- Proposed improvements to waterside pier & dock elements

**1.2.6 Develop Prospective Project Program:** Consultant shall meet with Client and initialize the prospective project program and limits. These would include but not be limited to:

- Limits of work
- Design Elements
- Relationship to Downtown
- Phasing of Development

**1.2.7 Summary Report to City:** Consultant shall prepare a written report delineating items 1.2.1 thru 1.2.6. This report will summarize conclusions, and decisions reached and be submitted to the client for modification and distribution.

## **1.3 BASE DATA COLLECTION/SITE ANALYSIS/SITE INVESTIGATION/INFRASTRUCTURE REVIEW**

Consultant shall call and conduct MDT meetings in various dates to review existing conditions and prepare all necessary base maps for the project as follows:

**1.3.1 Boundary/Topographical Bathymetrical Survey:** The CONSULTANT shall provide survey services to map the locations of fixed improvements which may impact design, including buildings, fences, roads, etc.; location of natural features which may impact design, including areas adjacent to CITY owned lands, significant vegetation masses, specimen trees, etc. The CONSULTANT shall prepare a boundary and topographic survey and prepare a legal description which meets minimum technical standards pursuant to Section 472.027 of the Florida Statutes. Sufficient topographic data shall be shown to allow site planning and engineering of the sites. Waterward surveys will be prepared including bathymetry and underwater obstructions, seawall conditions, etc. as required.

**1.3.2 Infrastructure Analysis:** The CONSULTANT shall inventory and analyze the location, capacity and availability of public utilities necessary to service the proposed project. This analysis shall include a review of available wastewater, telephone, cable television, potable water, electric power and roadway capacity. This information will be incorporated into our base map used for all subsequent design work.

**1.3.3 Upland/Waterward Environmental Constraints Analysis:** CONSULTANT shall review upland and waterward areas and determine any limits or impact upon the design program. Environmental documentation will address endangered and threatened species habitat found or expected within the upland and waterward areas of the project. If any species or habitat is found within the study areas, recommendations for permitting, preservation and/or relocation will be addressed.

**1.3.4 Existing Conditions/Opportunities and Constraints Map/Diagram:** The CONSULTANT shall analyze

# Palatka Riverfront Park & Pier Improvements

the factors identified both singularly and in concert with each other describing what potential impact they will have on the planning and design of the park. This analysis will include potential non-sovereign submerged lands that could be more intensely incorporated into the project. The CONSULTANT shall prepare and submit to the CITY a map summarizing the influence of identified factors on the sites. The map shall contain site "opportunities and constraints" at suitable scales using appropriate graphic symbols which illustrate the major site influences for planning and design.

**1.3.5 Base Map Preparation:** The CONSULTANT shall prepare a series of base maps combining surveyed ACAD files, field measurements and aerial photography that will serve as a basis for all subsequent design.

1.) Base Map Preparation (Upland)

- Topography
- Infrastructure
- Survey/Boundary
- Site analysis
- Photo analysis
- Area Context
- Environmental
- Existing major vegetation
- Existing park elements
- Traffic patterns

2.) Base Map Preparation (Waterward)

- Hydrographic
- NGVD Survey monument
- Waters edge detail
- MHW/MLW
- Grid Prep

## 1.4 PUBLIC CONSENSUS/VISIONING/PROGRAM DEVELOPMENT

**1.4.1 Public Meeting & Visioning Process Coordination:** The CONSULTANT shall schedule and conduct a maximum of three (3) public meetings for the purpose of acquiring input with regards to the design type, facilities, and amenities for the proposed Waterfront Park & Pier Improvements. Information shall be collected so as to establish a prioritized list to assist in future phasing & planning. The CONSULTANT shall prepare minutes of each meeting and distribute to CLIENT.

- Agenda preparation
- Meeting set up, (location, base maps, hand outs, advertisement)
- Meeting Facilitation and management
- Attendance/Contact list as directed by CLIENT

**1.4.2 Client Staff Meeting:** The CONSULTANT shall meet with CLIENT staff to discuss information collected at the public meetings and determine application to subsequent design work. This includes follow-up actions required of the consultant based upon CLIENT input.

**1.4.3 Program Preparation:** CONSULTANT shall prepare a complete development program and provide

# Palatka Riverfront Park & Pier Improvements

to the city listing all elements of the proposed improvements to the city for their review and comment.

- 1.4.4 Documentation and Distribution of findings and consensus:** Consultant to prepare and distribute a summary of the Public Consensus/Visioning/Program Development and recommendations to client in a format suitable for public distribution. This summary will be a combination of written and graphic materials. This is considered a milestone task and consists of charts graphs maps in full color where applicable and will be the basis for all design tasks going forward.

## 1.5 PRELIMINARY RIVERFRONT PARK & PIER IMPROVEMENTS MASTER PLAN

- 1.5.1 Conceptual Design Workshop:** The CONSULTANT shall prepare for and conduct a preliminary design workshop with CLIENT staff to review site analysis information, previous plans and reports, special interest groups' comments to and approve the conceptual master plans. The CONSULTANT shall prepare base map data and supply all materials to be used by participants of the workshop.
- 1.5.2 Conceptual Master Planning:** The CONSULTANT shall prepare and submit to the client a maximum of two (2) conceptual master plans. The Master plans may be delineated in free hand, but in identifiable shapes, forms and sizes for respective elements, in line with the preliminary nature of this Task. The conceptual master plans shall indicate proposed land uses; major pedestrian, aquatic and vehicular circulation; and conceptual storm water management program. Elements of the conceptual master plan to be delineated include, but are not limited to the following:
- Children's play area
  - Open lawn areas
  - Shelters
  - Fountains/water features
  - Event tent areas w/ electric
  - Pedestrian walkways
  - Shoreline treatment
  - Planting and vegetation patterns
  - Hard and soft surfaces
  - Boardwalks
  - Street & Pier furniture
  - Surface materials including paving patterns
  - Parking at standard ratios
  - Mounding or grading
  - Edge treatments
  - Lighting
  - Signage & graphics
  - Other design elements as discovered in the design process
- 1.5.3 Agency Informal Reviews:** The CONSULTANT shall contact and meet with all regulatory agencies having jurisdiction over this project including the St. Johns River Water Management District and Corp of Engineers.

# Palatka Riverfront Park & Pier Improvements

**1.5.4 Preliminary Master Plan:** Based on information and comments gathered from CITY review and the public meeting, the CONSULTANT shall prepare a preliminary master plan.

**1.5.5 Public Meeting:** The CONSULTANT shall conduct a public meeting to present the proposed master plan to the City Commission. The CONSULTANT shall collect input and comments for consideration.

## 1.6 FINAL RIVERFRONT PARK & PIER IMPROVEMENTS MASTER PLAN

**1.6.1 Final Master Plan:** The CONSULTANT shall synthesize the data collected from the public meeting, the CITY staff reviews and comments and the preliminary master plan into a Final Master Plan. The final plan shall also reflect the CONSULTANT'S analysis of applicable factors including site suitability, parking requirements, project phasing and project budget. The CONSULTANT shall provide printed copies of the Final Master Plan and a digital files in suitable formats. Elements of the master plan to be delineated include, but are not limited to the following:

- Children's play area
- Open lawn areas
- Shelters
- Fountains/water features
- Event tent areas w/ electric
- Pedestrian walkways
- Shoreline treatment
- Slope and embankment treatments
- Planting and vegetation patterns
- Hard and soft surfaces
- Boardwalks
- Street & Pier furniture
- Surface materials including paving patterns
- Parking at standard ratios
- Mounding or grading
- Edge treatments
- Lighting
- Signage & graphics
- Other design elements as discovered in the design process

**1.6.2 Presentation:** The CONSULTANT shall present status, including Site Analysis, Program List, Final Master Plan, and Programs Developed to Board of City Commissioners for their information and input. Presentation methods to include conventional full color plan drawings, elevations and detailed plans. Also included will be a 3D video presentation created specifically for this project illustrating the waterside and landside park design.

**1.6.3 Preliminary Cost Estimate:** The CONSULTANT shall prepare and submit a budget estimate for construction of the park sites and piers in accordance with the Final Master Plan, itemized by major facility type, construction category, etc.

# Palatka Riverfront Park & Pier Improvements

## CONSTRUCTION PHASE

### 1.7 PRELIMINARY WATERFRONT DESIGN/DESIGN DEVELOPMENT

- 1.7.1 Project Coordination, Planning, and Conceptual Design:** The CONSULTANT shall conduct preliminary project coordination, planning, and conceptual design meetings with OWNER staff to review site analysis information, previous conceptual plans, existing reports, staff and community member comments, and design development concepts for waterfront features. Based on these meetings, the CONSULTANT will develop conceptual plans for the project's waterfront components. The CONSULTANT will present these conceptual plans for review and approval.
- 1.7.2 Preliminary Waterfront Engineering:** The CONSULTANT shall develop conceptual designs for the proposed fixed docks, floating docks, seawalls, boat launch facilities, and waterfront structures. Based on the conceptual plans, the CONSULTANT shall design and detail the structural members, components, and connections for the required dock structures.
- 1.7.3 Preliminary Architectural Services:** The CONSULTANT shall develop designs for the proposed new restroom facility and renovation of the existing facility adjacent to the boat ramp.
- 1.7.4 Value Engineering:** The CONSULTANT shall investigate up to three multiple design alternatives for waterfront structures and features. This Task will serve to optimize costs given a range of feasible alternatives to fully define the preliminary design for waterfront facilities.
- 1.7.5 Environmental permitting:** The CONSULTANT shall assist OWNER with preparation of required environmental permit applications for local, state, and federal regulatory agencies. This task includes:
- Pre-application meetings with state and federal agencies
  - Wetlands delineation
  - Wetland impact evaluations
  - Mitigation design (if necessary)
  - Joint Environmental Resources Permit (ERP) application
  - Signed and sealed permit application drawings
  - Limited responses to agency requests for additional information
  - Agency coordination

Permitting will be limited to those items as identified on Attachment F, Conceptual Drawings from Taylor Engineering dated May 2009, Sheets 1-6 and Project No. P2009-030 to include a floating dock attached to the existing southerly city dock, a parallel dock along the shoreline and a third boat launch facility. Permit work included in scope of project includes development of FDEP and USCOE permit applications only. This scope of work in no way guarantees or ensures that permit authorizations by review regulatory agencies. Submerged land lease issues and authorizations will be coordinated by City of Palatka Staff.

### 1.8 MARINE STRUCTURES DESIGN and ENGINEERING/CONSTRUCTION DOCUMENTS

- 1.8.1 Marine Conditions and Coastal Loads:** The CONSULTANT shall investigate and analyze the local site

## Palatka Riverfront Park & Pier Improvements

marine conditions and coastal loads. Estimated marine and coastal conditions will include the predominant wave incident direction, dominant fetch, wave height, current, and storm surge elevations. This analysis will provide the information and design loads required for detailed design of the waterfront structures.

- 1.8.2 Dock Basin Flushing Analysis:** The CONSULTANT shall investigate and determine whether the proposed design requires a dock basin flushing analysis. Should state regulatory agencies require a flushing analysis, the CONSULTANT will prepare the model and summary report for inclusion in permit application described in Task 1.7.5 above.
- 1.8.3 Boat Ramp Design:** The CONSULTANT will develop final designs for the construction of a boat ramp and launch facility adjacent to the existing boat ramps. These final design documents will incorporate the connection of the launch facility to shoreline stabilization features. The scope of work includes upland civil engineering, limited to demolition, grading, minimal paving and drainage as associated only with the proposed boat ramp facility.
- 1.8.4 Boat Slip Design:** The CONSULTANT will develop detailed engineering design for the proposed fixed dock structures based upon the environmental permits issued by the governing regulatory agencies. The engineering design will apply fixed pile designs and develop detailed connections where necessary between the upland, the pile supported fixed docks, and the floating docks. The CONSULTANT will develop detailed engineering design for the floating docks. First, the CONSULTANT will prepare a detailed plan for the dock locations and dimension. Then, based on the site conditions and coastal loads as developed in Task 1.8.1., the CONSULTANT will prepare the floating dock performance specification. This specification will describe the required material and performance criteria as necessary to allow floating dock manufactures and contractors to develop competitive bids for this portion of the project. Geotechnical services due to their unknown nature of quantity and depth at this time will be quoted at the time of design and be considered an expense to this contract and will be billed as such only upon approval by City personnel. Final dock and boat slip location and design will depend on complete field investigation and analysis. Dock and boat slip design assumes pleasure craft mooring with overall lengths not to exceed 30 feet.
- 1.8.5 Parallel Slip Layout and Design:** The CONSULTANT will analyze the slip layout and dockage configuration to optimize the design for efficiency, maintenance, and ease of public use for the proposed parallel dock slips. Significant design impact will be determined by environmental factors including the known Eelgrass beds adjacent to the existing sea wall.
- 1.8.6 Bathroom Renovation and Design:** The CONSULTANT shall develop designs for the proposed new restroom facility and renovation of the existing facility adjacent to the boat ramp. Based on value engineering exercises the most practical solution will be delineated in final design documents and specifications.
- 1.8.7 Lighting Improvements:** The CONSULTANT will develop final designs for the waterfront and dock utilities. These drawings will detail the placement of the site utility services through and along the existing and proposed seawalls with connection to the proposed fixed and floating docks where necessary. Potential waterfront utility components include lighting, electrical, water, sanitary, and fire protection.
- 1.8.8 Calculation of Bid Quantities:** The CONSULTANT will develop bid quantities relevant to

# Palatka Riverfront Park & Pier Improvements

construction of the final design drawings. The Consultant will develop an opinion of probable cost for project construction as documented on the final waterfront design plans. This estimate will provide a rough determination of project cost for the Ot NER's budgeting use. Final costs may vary significantly depending on the outcome and timing of project phases.

**1.8.9 Final Drawings and Specifications:** The CONSULTANT will develop a detailed architectural and engineering project manual describing proposed final design elements. This task includes development of:

- Final drawings
- Incorporation of City's construction contract documents
- Technical specifications for waterfront design elements
- Incorporation of permit conditions and authorizations within overall design package

This scope of work does not include utility, stormwater drainage, hydrologic and hydraulic analysis or civil engineering for the upland portion of this project.

## ARTICLE 2 - ADDITIONAL SERVICES

### 2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNNR, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by OWNNR as indicated in Attachment C.

**2.1.1 Preparation of applications and supporting documents** (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

**2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of information furnished by OWNNR.**

**2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project including, but not limited to, changes in size, complexity, OWNNR's schedule, or method of financing; and revising previously accepted studies, reports, or documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control.**

**2.1.4 Providing models for OWNNR's use.**

**2.1.5 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNNR in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction**

# Palatka Riverfront Park & Pier Improvements

performed by OWNER.

- 2.1.6** Furnishing services of independent professional associates and subconsultants for other than Basic Services; and providing data or services of the types described in paragraph 3.4 when OWNER employs CONSULTANT to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.
- 2.1.7** Services during out-of-town travel required of CONSULTANT other than visits to the site or OWNER's office as required by Basic Services.
- 2.1.8** Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.
- 2.1.9** Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 1.2.3 and 1.3.6).
- 2.1.10** Additional services in connection with the Project, including services which are to be furnished by OWNER as listed below, and services not otherwise provided for in this Agreement.

## ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- 3.1** Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.
- 3.2** Provide all criteria and full information as to OWNER's requirements for the Project, including objectives and constraints, performance requirements, and budgetary limitations; and furnish copies of all standards which OWNER will require to be included in the Project.
- 3.3** Place at CONSULTANT's disposal all available pertinent information including previous reports and any other relevant data.
- 3.4** Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following, all of which CONSULTANT may use and rely upon in performing services under this Agreement:

## Palatka Riverfront Park & Pier Improvements

- 3.4.1** Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; including appropriate professional interpretations.
  - 3.4.2** Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies.
  - 3.4.3** Property, boundary, easement, right-of-way, topographic and utility surveys.
  - 3.4.4** Property descriptions.
  - 3.4.5** Zoning, deed and other land use restriction.
  - 3.4.6** Other special data or consultations not covered under Basic Services and Additional Services.
- 3.5** Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- 3.6** Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- 3.7** Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.8** Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, and such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project.
- 3.10** Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of a hazardous environmental condition or any other development that affects the scope or timing of CONSULTANT's services, or any defect or nonconformance in CONSULTANT's services.
- 3.11** Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 or other services as required.
- 3.12** Bear all costs incident to compliance with the requirements of Article 3.

# Palatka Riverfront Park & Pier Improvements

## ATTACHMENT B - PERIOD OF SERVICES

This is an attachment to the Agreement dated \_\_\_\_\_ between *City of Palatka (OWNER)* and *Michael Redd & Associates, Inc. (CONSULTANT)*.

### ARTICLE 4 - PERIOD OF SERVICES

**4.1** The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. CONSULTANT's obligation to render services hereunder will extend for a period which may reasonably be required, including extra work and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.

**4.2** The services called for in the Planning and Preliminary Design Phase will be completed and the Report submitted within 180 days after written authorization to proceed which will be given by OWNER within thirty days after CONSULTANT has signed this Agreement. The required permitting timeline is expected to follow the design phase and is indeterminant in length due to the DEP/ACOE process. CONSULTANT will prepare a detailed project schedule for the services described in Exhibit A and will be distributed to OWNER within 14 days after the signed Agreement is received.

**4.3** After acceptance by OWNER of the Planning and Preliminary Design Phase documents provided under this Agreement, subsequent Final Design Phase is anticipated to occur as indicated in Attachment A, Article 1.3.

**4.4** CONSULTANT's services under each phase of this Agreement shall each be considered complete at the earlier of (1) the date when the submissions have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.

**4.5** If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably.

**4.6** If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

**4.7** OWNER shall be liable for all costs and damages incurred by CONSULTANT for delays caused in whole or in part by OWNER's interference with CONSULTANT's ability to provide services, including, but not limited to, OWNER's failure to provide specified facilities or information, or if CONSULTANT's services are extended by OWNER's actions or inactions for more than ninety days. OWNER agrees to indemnify and hold CONSULTANT harmless for any delays caused by OWNER. If delays are caused by unpredictable occurrences including, without limitation, terrorism, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of material or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency, the costs for services and schedule commitments shall be subject to change.

# Palatka Riverfront Park & Pier Improvements

## ATTACHMENT C - COMPENSATION AND PAYMENTS

This is an attachment to the Agreement dated \_\_\_\_\_ between *City of Palatka* (OWNER) and *Michael Redd & Associates, Inc.* (CONSULTANT).

### ARTICLE 5 - COMPENSATION AND PAYMENTS 5.1 Compensation for Services and Expenses

#### 5.1 Basic Services.

OWNER Shall pay CONSULTANT for Basic Services Set forth in Attachment A as follows:

5.1.1 A Lump Sum amount of \$256,010.00 based on Exhibit B (Fee Proposal) to showing the assumed distribution of compensation and task breakdown:

5.1.2 CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but Shall not exceed the total Lump Sum amount unless approved in writing by OWNER.

5.1.3 The Lump Sum includes compensation for CONSULTANT'S services and services of CONSULTANT'S independent professional associates and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

#### 5.2 Additional Services. OWNER Shall pay CONSULTANT for Additional Services, if any, as follows:

5.2.1 For services of CONSULTANT'S employees engaged directly on the Project pursuant to Attachment A, paragraph 2.1 (except for services as a consultant or witness under Attachment A, paragraph 2.1.9), fees will be quoted on a direct fee basis and quoted in advance prior to commencement and only after written authorization by the City of Palatka.

#### 5.3 Reimbursable Expenses.

OWNER shall pay CONSULTANT for all Reimbursable Expenses incurred in connection with services as follows:

5.3.1 For Internal Reimbursable Expenses. An amount equal to the Project-related internal Reimbursable Expenses actually incurred or allocated by CONSULTANT based on the rates Set forth in Appendix 1 to this Attachment C.

5.3.2 For External Reimbursable Expenses. An amount equal to invoiced external Reimbursable Expenses allocable to the Project multiplied by a factor of 1.0.

# Palatka Riverfront Park & Pier Improvements

## 5.4 Amounts Billed

**5.4.1 Lump Sum Services.** The portion of the amounts billed for CONSULTANT'S services which are related to Services rendered on a Lump Sum basis will be billed based upon CONSULTANT'S estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

**5.4.2 Section Deleted**

## 5.5 Annual Adjustments.

The Direct Labor Costs will be adjusted annually (as of January) and the factor applied to Direct Labor Costs and the Reimbursable Expenses Schedule will be adjusted annually (as of May) to reflect equitable changes in the compensation payable to CONSULTANT.

## 5.6 Other Provisions Concerning Compensation

**5.6.1 Charges of CONSULTANT'S Independent Professional Associates and Subconsultants.** Whenever CONSULTANT is entitled to compensation for the charges of CONSULTANT'S independent professional associates and subconsultants, those charges shall be the amounts billed to CONSULTANT times a factor of 1.1

**5.6.2 External Reimbursable Expenses and CONSULTANT'S independent professional associates and subconsultants include CONSULTANT'S overhead and profit associated with CONSULTANT'S responsibility for the administration of such services and costs.**

**5.6.3 Records.** Records pertinent to CONSULTANT'S compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT'S charges and upon OWNER'S timely request, CONSULTANT shall make copies of such records available to OWNER at cost.

## 5.7 Payments

**5.7.1 Times of Payments.** CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT'S invoices.

**5.7.2 Section Deleted**

**5.7.3 Payments Upon Termination.** In the event of termination by OWNER under Attachment D, paragraph 7.5, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. In the event of termination by OWNER for convenience or by CONSULTANT for cause, CONSULTANT also shall be entitled to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT'S independent professional associates and subconsultants, and other related close-out costs, using methods and rates for Additional Services as Set forth in this Attachment C.

## Palatka Riverfront Park & Pier Improvements

**5.7.4** Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments Shall be added to the compensation as determined above.

**5.7.5** Deductions or Offsets. No deductions or offsets Shall be made from CONSULTANT'S compensation or expenses on account of any setoffs or back charges.

### 5.8 Definitions

**5.8.1** Direct Labor Costs. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.

**5.8.2** Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred by CONSULTANT, directly or indirectly in connection with the Project, Such as expenses for: transportation and subsistence incidental thereto; toll telephone calls and mobile phone charges; facsimile transmissions; expenses incurred for computer time, Survey and testing instruments, and other highly Specialized equipment; and reproduction of reports, documents, and similar Project-related items.

# Palatka Riverfront Park & Pier Improvements

## ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Agreement dated \_\_\_\_\_ between City of Palatka (OWNER) and Michael Redd & Associates, Inc. (CONSULTANT).

### ARTICLE 6 - OPINIONS OF COST 6.1 Opinions of Probable Cost

CONSULTANT'S opinions of probable Project Costs are made on the basis of CONSULTANT'S experience, qualifications and judgment; but CONSULTANT cannot and does not guarantee that actual Project Costs will not vary from opinions of probable cost. If OWNER wishes greater assurance as to Total Project Costs, OWNER Shall employ an independent cost estimator.

### ARTICLE 7 - GENERAL CONSIDERATIONS 7.1 Standard of Performance

The Standard of care for all professional Services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the Subject profession practicing under Similar circumstances at the Same time and in the Same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract Subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by OWNER in its purchase order, requisition, or notice of authorization to proceed, except as Set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of Services subsequent to receipt of Such purchase order, requisition, or notice of authorization to proceed is Specifically deemed not to constitute acceptance of any terms or conditions contrary to those Set forth herein.

#### 7.2 Reuse of Documents

All documents prepared or furnished by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT Shall retain an ownership and property interest therein. OWNER may make and retain copies for information and reference in connection with use by OWNER; however, Such documents are not intended or represented to be Suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S Sole risk and without liability or legal exposure to CONSULTANT, or to independent professional associates or subconsultants, and OWNER shall indemnify and hold harmless CONSULTANT and independent professional associates and Subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any Such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

#### 7.3 Electronic Files

**7.3.1** OWNER and CONSULTANT agree that any electronic files furnished by either party Shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either OWNER or CONSULTANT are subject to review and acceptance by the other party. Additional services by CONSULTANT made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

# Palatka Riverfront Park & Pier Improvements

**7.3.2** Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

**7.3.3** OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

## **7.4 Insurance**

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E.

## **7.5 Termination**

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

## **7.6 Controlling Law**

This Agreement is to be governed by the law of the place of business of CONSULTANT at the address hereinbefore stated.

## **7.7 Successors and Assigns**

**7.7.1** OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 7.7.2 the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

**7.7.2** Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

**7.7.3** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

# Palatka Riverfront Park & Pier Improvements

## 7.8 Dispute Resolution

7.8.1 Negotiation. OWNER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. If direct negotiations fail, OWNER and CONSULTANT agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

## 7.9 Exclusion of Special, Indirect, Consequential, and Liquidated Damages

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

# Palatka Riverfront Park & Pier Improvements

## ATTACHMENT E - INSURANCE

This is an attachment to the Agreement dated \_\_\_\_\_ between *City of Palatka* (OWNER) and *Michael Redd & Associates, Inc.* (CONSULTANT).

### ARTICLE 8 - INSURANCE 8.1 Workers' Compensation

Workers' Compensation insurance covering the CONSULTANT for any and all claims which may arise against the CONSULTANT because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following:

Each Accident:	\$ 100,000
Disease, Policy Limit:	\$ 500,000
Disease, Each Employee:	\$ 100,000

### 8.2 Commercial General Liability

Commercial General Liability insurance protecting the CONSULTANT against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate: \$ 1,000,000	Products-Completed Operations Aggregate: \$ 1,000,000	Personal and Advertising Injury: \$ 1,000,000	Each Occurrence: \$ 1,000,000
---------------------------------	---	---	-------------------------------

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if CONSULTANT is engaged in these activities.

Commercial General Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

### 8.3 Business Automobile Liability

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage, Combined Single Limit:	\$ 1,000,000
--	--------------

### 8.4 Umbrella Excess Liability

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

## Palatka Riverfront Park & Pier Improvements

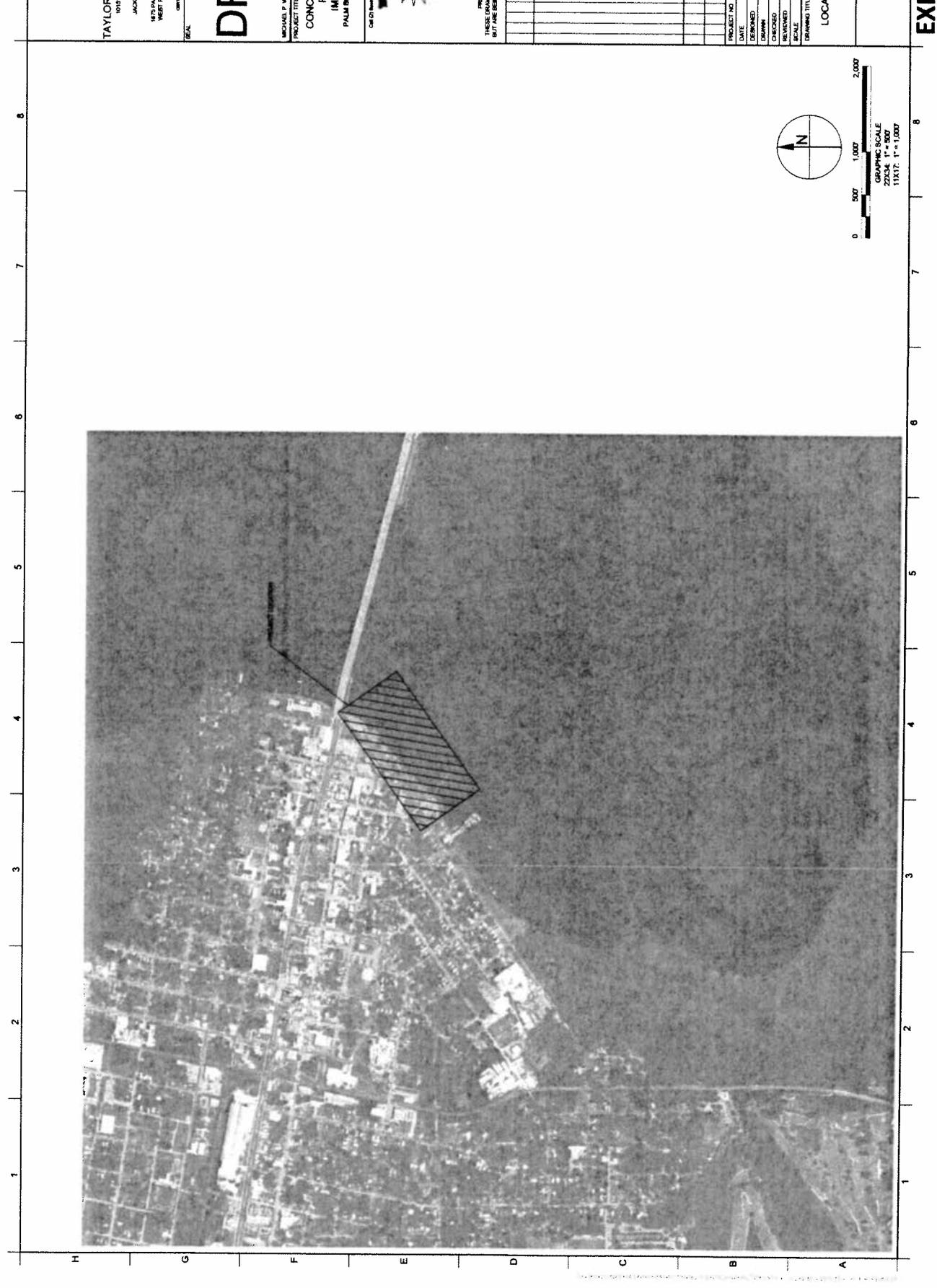
Each Occurrence:	\$ 1,000,000
Aggregate:	\$ 1,000,000

### 8.5 Professional Liability (Errors and Omissions)

Professional Liability insurance protecting the CONSULTANT against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

Each Claim:	\$ 1,000,000
Aggregate:	\$ 1,000,000



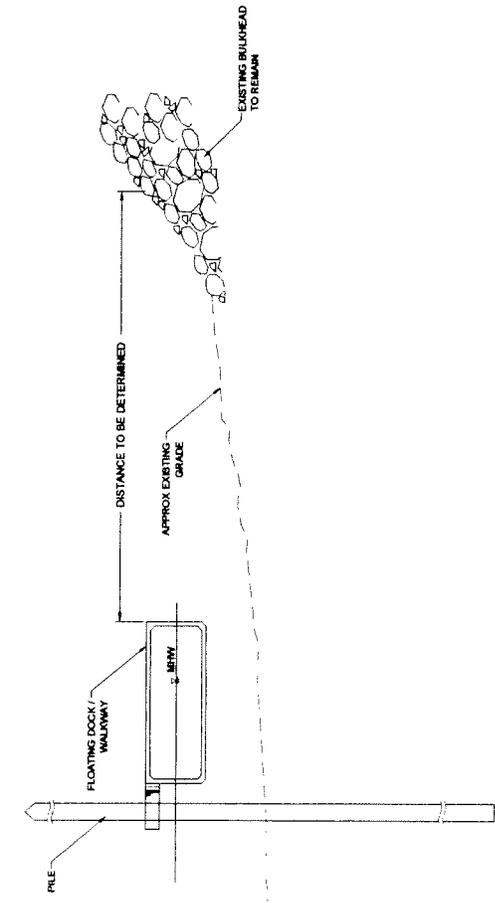


 <b>TAYLOR ENGINEERING INC.</b> 1051 GREENWOOD PARK BLVD SUITE 300, SUITE 500 JACKSONVILLE, FLORIDA 32206 904/751-7040 1875 PALM BEACH LAKES, SUITE 200 WEST PALM BEACH, FLORIDA 33411 888/446-1714 CONTRACTORS OF AERIAL PHOTOGRAPHY	<b>DRAFT</b>	MICHAEL P. WELLMAN P.E. P. 10469 PROJECT TITLE <b>CONCEPTUAL PLATAKA          RIVERFRONT          IMPROVEMENTS</b> PALM BEACH COUNTY, FLORIDA Call On Business Days Between 9am - 5pm EST	 MICHAEL P. WELLMAN, P.E. 1-800-432-4170 THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.	DATE	REVISIONS / CHANGES
				PROJECT NO.	ZONE
DATE	PROJECT NO.	DATE	PROJECT NO.	DATE	PROJECT NO.
DESIGNED	PROJECT NO.	DATE	PROJECT NO.	DATE	PROJECT NO.
DRAWN	PROJECT NO.	DATE	PROJECT NO.	DATE	PROJECT NO.
CHECKED	PROJECT NO.	DATE	PROJECT NO.	DATE	PROJECT NO.
REVIEWED	PROJECT NO.	DATE	PROJECT NO.	DATE	PROJECT NO.
SCALE	PROJECT NO.	DATE	PROJECT NO.	DATE	PROJECT NO.
DRAWING TITLE	PROJECT NO.	DATE	PROJECT NO.	DATE	PROJECT NO.
<b>LOCATION MAP WITH          AERIAL</b>					
<b>2</b> SHEET 2 OF 6					

**EXHIBIT A**

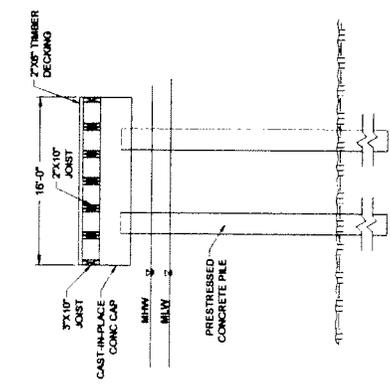




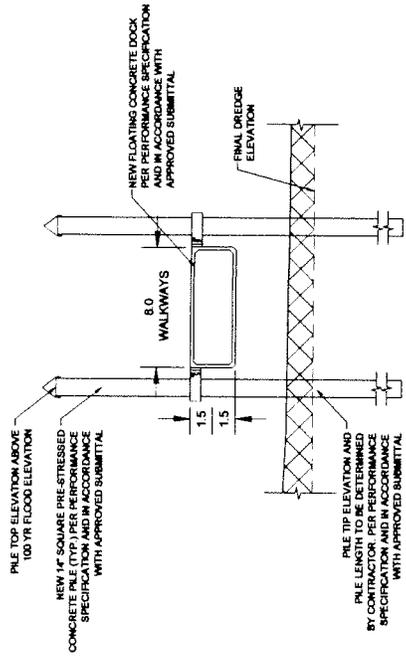


NOTES:  
 1. ELEVATIONS ARE IN FEET AND ARE REFERENCED TO MGD L.S.D.  
 2. ASSUMED MINIMUM BUILDING SETBACK OF 25 FEET

**BULKHEAD WITH FLOATING DOCK**  
 NOT TO SCALE



**FIXED TIMBER PIER SECTION**  
 NOT TO SCALE



**DOCK - CROSS SECTION**  
 NOT TO SCALE

**TAYLOR ENGINEERING INC.**  
 1500 CYPRESS GREEN BLVD., SUITE 200  
 JACKSONVILLE, FLORIDA 32208  
 (904) 731-7000  
 1600 PALM BEACH LAKES BLVD., SUITE 800  
 WEST PALM BEACH, FLORIDA 33411  
 (561) 842-7300  
 DIVISION OF AN ARCHITECTURAL FIRM

**DRAFT**

PROJECT TITLE  
**CONCEPTUAL PLATANA RIVERFRONT IMPROVEMENTS**  
 PALM BEACH COUNTY, FLORIDA

DATE: 05/20/2009  
 TIME: 10:00 AM  
 1-800-432-4770

NO.	DATE	BY	DESCRIPTION
1	05/20/2009	SPW	ISSUED FOR OWNERS REVIEW
2	05/20/2009	SPW	REVISED AND REISSUED FOR BID

PROJECT NO.	2008-000
DATE	MAY 2009
DESIGNED	SPW
DRAWN	AMR
CHECKED	OK
REVIEWED	SPW
SCALE	AS SHOWN
DRAWING TITLE	

DETAILS  
 5  
 SHEET 9 OF 9

**EXHIBIT A**



## Exhibit "B" Compensation by Task City of Palatka

Palatka Riverfront Park & City Pier Improvements  
1-Jul-09

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	<b>PROJECT INITIATION, INVESTIGATION, ANALYSIS &amp; VISIONING PHASE</b>			
<b>1.2</b>	<b>Project Initialization &amp; Mobilization</b>			
1.2.1	Kickoff Meeting	\$3,200.00	LS	W.I.P.P.
1.2.2	Coordination with Client	\$1,800.00	LS	W.I.P.P.
1.2.3	Investigation of Related Sites & Program	\$2,900.00	LS	W.I.P.P.
1.2.4	Preliminary Project Scheduling	\$2,600.00	LS	W.I.P.P.
1.2.5	Preliminary Budgeting	\$1,800.00	LS	W.I.P.P.
1.2.6	Develop Prospective Project Program	\$1,200.00	LS	W.I.P.P.
1.2.7	Summary Report to City	\$2,200.00	LS	W.I.P.P.
		\$15,700.00	\$10,000.00	
<b>1.3</b>	<b>Site Analysis/Base Data/Infrastructure</b>			
1.3.1	Boundary/Topographical/Bathymetry Survey	\$13,400.00	LS	W.I.P.P.
1.3.2	Infrastructure Analysis	\$5,600.00	LS	W.I.P.P.
1.3.3	Upland/Waterward Environmental Analysis	\$10,200.00	LS	W.I.P.P.
1.3.4	Existing Conditions/Opportunities & Constraints Map/Diagram	\$2,400.00	LS	W.I.P.P.
1.3.5	Base Map Preparation	\$6,600.00	LS	W.I.P.P.
		\$38,200.00	\$25,000.00	
<b>1.4</b>	<b>Public Consensus/Visioning/Program Development</b>			
1.4.1	Public Meeting & Visioning Process Coordination	\$10,250.00	LS	W.I.P.P.
1.4.2	Client Staff Meeting	\$1,200.00	LS	W.I.P.P.
1.4.3	Revised Program Preparation	\$2,200.00	LS	W.I.P.P.
1.4.4	Documentation and Distribution of findings and consensus	\$3,100.00	LS	W.I.P.P.
		\$16,750.00	\$12,500.00	
	<b>PROJECT DESIGN PHASE</b>			
<b>1.5</b>	<b>Preliminary Riverfront Park &amp; Pier Improvements Master Plan</b>			
1.5.1	Conceptual Design Workshop	\$2,300.00	LS	W.I.P.P.
1.5.2	Traffic & Parking Studies	\$3,000.00	LS	W.I.P.P.
1.5.3	Conceptual Master Planning	\$6,600.00	LS	W.I.P.P.
1.5.4	Agency Informal Reviews	\$2,400.00	LS	W.I.P.P.
1.5.5	Preliminary Master Plan	\$14,300.00	LS	W.I.P.P.
1.5.6	Public Meeting	\$3,450.00	LS	W.I.P.P.
		\$32,050.00	\$15,000.00	
<b>1.6</b>	<b>Final Riverfront Park &amp; Pier Improvements Master Plan</b>			
1.6.1	Final Master Plan	\$20,500.00	LS	W.I.P.P.
1.6.2	Presentation including 3D Video Overview	\$21,750.00	LS	W.I.P.P.
1.6.3	Preliminary Cost Estimate	\$2,600.00	LS	W.I.P.P.
		\$44,850.00	\$22,425.00	

**Palatka Riverfront Park City Pier Improvements**

<b>1.7 Preliminary Waterfront Design/Design Development</b>				
1.7.1	Project Planning and Conceptual Design	\$7,000.00	LS	W.I.P.P.
1.7.2	Preliminary Waterfront Engineering	\$1,260.00	LS	W.I.P.P.
1.7.3	Preliminary Architectural Services	\$3,500.00	LS	W.I.P.P.
1.7.4	Value Engineering	\$2,600.00	LS	W.I.P.P.
1.7.5	Environmental Permitting (DEP only)	\$21,000.00	LS	W.I.P.P.
		\$35,360.00	\$35,360.00	

<b>1.8 Marine Structures Design and Engineering/Construction Document</b>				
1.8.1	Marine Conditions and Coastal Loads	\$3,500.00	LS	W.I.P.P.
1.8.2	Dock Basin Flushing Analysis	\$2,000.00	LS	W.I.P.P.
1.8.3	Boat Ramp Design	\$13,000.00	LS	W.I.P.P.
1.8.4	Boat Slip Design	\$18,500.00	LS	W.I.P.P.
1.8.5	Parallel Slips Design	\$10,000.00	LS	W.I.P.P.
1.8.6	Bathroom Renovation & Design	\$7,600.00	LS	W.I.P.P.
1.8.7	Lighting Improvements	\$3,000.00	LS	W.I.P.P.
1.8.8	Calculation of Bid Quantities	\$3,500.00	LS	W.I.P.P.
1.8.9	Final Drawings and Specifications	\$12,000.00	LS	W.I.P.P.
		\$73,100.00	\$73,100.00	
	<b>TOTAL</b>	<b>\$256,010.00</b>	<b>\$193,385.00</b>	

**Color Key**

**Basic Design Services - Design services included in original grant**

**Additional Design Services - Design services outside the scope of the original grant**

Red numbers indicate amount of each contract task to be applied to grant related items

## **Submittal Guidelines**

### **Request for Proposals (RFP) for Architectural, Engineering, Surveying, Geotechnical & Bathymetric Services City of Palatka Riverfront Park and City Pier**

#### **Project Description:**

The City of Palatka is requesting proposals from professional Architectural and/or Engineering Firms licensed in the State of Florida for services related to design, construction document preparation and permitting for Public Dock Facilities for the City of Palatka. The City owns about 1,300 linear feet of river front which they desire to develop to provide additional boat launching facilities in a heavily used area of the St. Johns River, as well as, providing the only public overnight mooring facilities along the St. Johns River between Jacksonville and Lake George.

In addition and as important, the successful applicant shall also be required to provide master planning of the City's riverfront greenspace. The City maintains approximately 10.0 acres of greenspace and paved parking. All areas are to be considered for master planning purposes.

The Property is located east of Memorial Parkway in Palatka, Florida 32177. The firm selected shall provide all phases of Architectural, Engineering, Surveying, Geotechnical and Bathymetric services including, but not limited to architectural, structural, mechanical, plumbing, electrical, surveying, geotechnical and bathymetric services for preparation of Design, Construction Documents and Permitting as it relates to the Public Dock Facilities. In addition, the respondents shall provide master planning, civil services and landscape architectural services for the development of a short and long-term vision for the riverfront greenspace.

The following is a brief Summary of Services required but not limited to:

- A. At south end of site design new floating docks to be used as mooring facilities.
  - Access to be from existing City Pier.
  - Structures to be floating piers.
- B. Parallel to the Riverfront design new floating docks to be used for mooring small boats.
  - Floating docks to run parallel to riverbank with walkways leading from floating docks to uplands areas as required for access.
  - Floating docks to be located in central section of Riverfront Park.
  - New bulkhead to be designed parallel to river front with back fill behind bulkhead to level terrain.
  - Wetlands impact to be determined.
- C. Third boat launch and boarding dock to be at south east corner of City property.
  - New ramp to be cast in place concrete and be adjacent to existing ramps.
  - Upgrade lighting at existing boat launch facilities and install new lighting at new boat launch and

mooring facilities.

- Provide electrical weather resistant GFI outlets and potable water outlets at new mooring facilities.
  - Construct a Kiosk (Sign) adjacent to boat launch facilities.
- D. Renovate Existing Restroom Area
- Construct Restroom Addition and Shower Facility.
  - Renovate existing Restroom Building at south side of existing parking lot to accommodate handicapped accessibility.
- E. Develop Masterplan for Riverfront Greenspace
- Hold citizen workshops to identify critical needs.
  - Develop and present conceptual site plans to City Commission.
  - Develop short term and long term goals with cost estimates and implementation schedules.
  - Evaluate traffic circulation and parking options.

This is a Florida Boating and Improvement Program Grant for Boating and Access Facilities. *Copy of the Grant Agreement is attached to this Project Description.* Proposer shall conform to and comply with all requirements of the Grant.

**Phase I: Complete the following tasks:**

**Task 1 -Design**

- A. Complete a Boundary and Topographical Survey of Subject Property.
- B. Complete a Bathymetric Survey of contiguous underwater areas and affected shoreline.
- C. Conduct Geotechnical borings and exploration of contiguous underwater areas and affected shoreline.
- D. Develop a Preliminary Design of the proposed facilities including, but not limited to:
1. Conduct Three Public Meetings
    - a. Conduct "Town Hall" Meeting
      - 1) Encourage Public participation to draw / list desired development.
      - 2) Create existing Site Plan "templates" for distribution.
      - 3) Suggest conceptual development of Waterfront and Green Space to Memorial Drive.
      - 4) Promote interaction with Community by distribution and collection of bulleted survey.
      - 5) Assimilate and incorporate results and schedule next Meeting.
    - b. Second Meeting with City Commissioners and Public
      - 1) Present Conceptual Drawings at Public Forum.
      - 2) Incorporate feed back and refine Design.
    - c. Third Meeting - Final Presentation to City Commissioners.
      - 1) Incorporate all aspects of Design, including Bulkhead, Floating Piers, Floating Walkway, Boat Launch Area and Renovated/Added to Restrooms.
- E. Complete Final Design and Construction Documents of Proposed Facilities and Improvements.
- F. Conceptual Design of Green Space Components not required to be developed beyond Conceptual Design.

**Task 2 - Permits**

Apply for all permits required to construct the Project.

**Task 3 - Acknowledgment**

Upon completion of Phase 1, the construction phase, erect a permanent sign, not less than four (4) feet by six (6) feet in size, displaying the Florida Wildlife Commission's official logo identifying them as the funding source for this Project.

*Copy of the Schematic Site Plan with approximate locations of new Floating Piers, Floating Walkway, Boat Launch Area and Renovated/Added to Restrooms is attached to this Project Description.*

**Submittal Guidelines (Continued)**

**Request for Proposals (RFP) for  
Architectural, Engineering, Surveying, Geotechnical & Bathymetric Services  
City of Palatka, Riverfront Park and City Pier**

**A. SUBMITTAL REQUIREMENTS**

Respondents shall submit one (1) original and a minimum of four (4) additional copies of the submittal package. Identify original submittal as "ORIGINAL". In order to assist the City Commission's review process, responses shall be submitted in a three ring binder or (other bound format) with a tabbed dividers for each of the Criteria identified in the Evaluation Criteria. (i.e. Tab 1 - Company/firm qualifications and capabilities, Tab 2 - Qualifications and abilities, etc.)

Standard brochures and specifications may be submitted as additional material, but shall not be submitted as primary qualification data.

**B. DELIVERY OF LETTER OF INTEREST**

All Responses shall be submitted to attention of Mr. Woody Boynton, City Manager, City of Palatka, 201 North Second Street, Palatka, FL 32177, in sealed envelopes with Request for Proposals Project Description, clearly marked in large, bold, and/or colored lettering.

**C. PUBLIC ENTITY CRIMES**

All Respondents shall attach the Public Entity Crime Statement with their Submittal.

In accordance with Section 287.133(2)(a), Fla. Stat., any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not, for a period of 36 months from the date of placement on the convicted vendor list:

- (a) Submit a Proposal on a contract to provide any goods or services to the City;
- (b) Submit a Proposal on a contract with the District for the construction or repair of a public building or public work;
- (c) Submit proposals on leases of real property to the City;
- (d) Be awarded or perform work as a contractor, supplier, subcontractor, or sub-consultant under a contract with the City;
- (e) Transact business with the District in excess of the threshold amount provided in section 287.017, Fla. Stat., for Category two.

**D. EVALUATION AND AWARD PROCEDURES**

Request for Qualifications will be evaluated by the City Manager and a four member review committee. Should it be necessary, the top three to five ranked firms may be requested to make a formal presentation to the review committee. Based upon the recommendation of the review committee, the City Manager will then present the findings to the City Commission. Following approval of the top-selected Respondent, contractual negotiations will commence with the top-ranked firm.

E. EVALUATION CRITERIA

Respondents shall include information or documentation regarding, and will be evaluated using, the following evaluation criteria:

**CRITERIA**

1. **Company/firm qualifications and capabilities** **10 points**
  - a) How many years has this firm been providing Architectural/Engineering (A/E) services of this type?
  - b) Overview of organizational structure and proposed project management.
  - c) Provide a list of the firm's current and projected workload for 2008 and 2009.
  - d) Within the previous five years, has this firm or its predecessor(s) firm ever been involved in any litigation? If so, provide location, nature of litigation and case status/final determination.
  
2. **Qualifications and abilities of professional personnel** **30 points**
  - a) Names and functions of all key personnel who will be part of the design team for this project and organizational setup.
  - b) List all Consultants included as part of the design team.
  - c) Provide resumes that specifically outline qualifications and work histories of key personnel (firm personnel and Consultants).
  - d) Provide documentation of current professional registrations as required for execution of this work.
  
3. **Past and present firm experience on projects of this type** **20 points**
  - a) Provide information on at least three (3) similar Projects. Provide the actual cost of the Project. What was the total A/E design fee percentage based on final A/E design cost (including construction administrative services, if provided) per completed Project.
  
4. **Past Performance** **20 points**
  - a) For each of the above three (3) referenced projects, provide the Owner's contact person, title, and telephone number and the contractor's project manager and telephone number.
  - b) Provide letters of reference from at least two (2) of the Owner's for the above listed projects.
  - c) Describe how your firm handled completed project call back issues for two (2) of the above listed projects.
  
5. **Willingness to meet time and budget requirements** **20 points**
  - a) Were the A/E's estimate of the probable construction cost within +/-5% of the initial construction contract low bid (or negotiated) award for each of the above three (3) referenced projects? How does your firm prepare project estimates (format)?
  - b) Did the A/E provide 100% complete construction bid documents within the allowed design period? What was the design period associated with each of the above projects?

F. INQUIRIES

Further questions regarding this request for qualifications shall be directed to Mr. Woody Boynton- by fax @ 386-325-0199 or email @ [wboynton@palatka-fl.com](mailto:wboynton@palatka-fl.com).

KARL N. FLAGG  
MAYOR - COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS  
COMMISSIONER

VERNON MYERS  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER



ELWIN C. "WOODY" BOYNTON, JR.  
CITY MANAGER

BETSY JORDAN DRIGGERS  
CITY CLERK

RUBY M. WILLIAMS  
FINANCE DIRECTOR

GARY S. GETCHELI  
CHIEF OF POLICE

MICHAEL LAMBERI  
CHIEF FIRE DEPT

DONALD E. HOLMES  
CITY ATTORNEY

*Regular meeting 2nd and 4th Thursdays each month at 6:00 p.m.*

October 8, 2008

Susanna Stephens, Program Administrator  
Florida Boating Improvement Program  
Boating and Waterways Section  
Florida Fish & Wildlife Conservation Commission  
620 S. Meridian Street  
Tallahassee FL 32399-1600

*Christeen  
for files - see me just*

RE: Contract No. 08082  
FBIP Grant Agreement  
Palatka Riverfront Park and City Pier

Dear Ms. Stephens:

Per your letter dated September 25, 2008, enclosed please find three originals of the above named grant agreement for the FY 08/09 FBIP grant award to the City of Palatka. The agreement has been reviewed and executed on behalf of the City of Palatka, per your instructions.

I trust we will receive an original once this agreement has been executed by your office. If you need anything else, please let me know. The City of Palatka looks forward to working with you on this important and exciting project.

Sincerely,

Betsy Jordan Driggers  
City Clerk

Bjd/s

Enclosures

Cc: Jeff Norton, City of Palatka  
Ruby Williams, City of Palatka

**FLORIDA BOATING IMPROVEMENT PROGRAM  
GRANT AGREEMENT**

THIS AGREEMENT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "COMMISSION," and the CITY OF PALATKA whose address is 201 North 2<sup>nd</sup> Street, Palatka, Florida 32177, hereafter "GRANTEE" to conduct a two phase project entitled **Palatka Riverfront Park and City Pier**, hereafter "Project," using funds from the Florida Boating Improvement Program, hereafter "Program."

NOW THEREFORE, the COMMISSION and the GRANTEE, for the considerations hereafter set forth, agree as follows:

**GRANTEE ELIGIBILITY**

1. By acceptance of this Agreement, the GRANTEE warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible recipient, and that the GRANTEE shall comport with Chapter 287, F.S., and all other applicable rules and laws.
2. The GRANTEE shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the COMMISSION upon request.

**SCOPE OF SERVICES**

3. It is understood and agreed that this Agreement shall consist of two phases: Phase I – Project Construction, and Phase II – Project Management. During Phase I the GRANTEE shall complete the project, as described in Attachment A, *Scope of Work*, attached hereto and made a part hereof, and *Florida Boating Improvement Program (FBIP) Grant Application No. 08-040*, incorporated herein by reference. All Phase I activities must be completed during the time span provided herein for that portion of the Agreement. During Phase II the parties shall cooperate in the ongoing and continuous management of the Project under the terms and conditions provided herein.
4. It is the GRANTEE's responsibility to contract, manage and inspect all aspects of the Project, including the construction contract, materials purchase, engineering, master plan or force account labor performed at any Project site.
5. The GRANTEE agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be fully responsible for the payment of all monies due under any subcontract. It is understood and agreed by the GRANTEE that the COMMISSION shall not be liable to any sub-grantee (or subcontractor) for any expenses or liabilities incurred under the subcontract and that **the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.**
6. The GRANTEE shall comply with all applicable federal, state, and local rules and regulations in providing services to the COMMISSION under this Agreement. The GRANTEE acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The GRANTEE further agrees to include this provision in all subcontracts issued as a result of this Agreement.

7. The GRANTEE shall commence work on Phase I of the Project within six (6) months of execution of the Agreement. Failure by the GRANTEE to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the COMMISSION.
8. The GRANTEE shall forward one copy of the bid package to the COMMISSION's Program Administrator for review prior to soliciting for quotations or commencing any work. The COMMISSION's Program Administrator shall have 30 working days for review. This review shall ensure that minimum guidelines for the Project's scope of work are adhered to. The GRANTEE shall forward one copy of the bid tabulation to the COMMISSION's Program Administrator to ensure the requirements of Chapter 287, F.S., have been met.
9. The GRANTEE shall provide a draft of any study or brochure to be produced with grant funds to the COMMISSION for approval prior to final printing and submission for payment. Further, at least 21 days prior to printing the COMMISSION shall review and approve all proposed publications that will be funded by this Agreement to ensure that environmental and boating safety issues are effectively addressed. At its discretion, the COMMISSION may elect to have its representative inspect printed material prior to its release from the printing vendor. The GRANTEE agrees to inform the COMMISSION at the completion of printing of any materials so that the COMMISSION may exercise this option.
10. The GRANTEE agrees not to proceed with Phase I construction until all necessary permits are obtained.
11. The GRANTEE, at its expense, shall purchase, erect and maintain a permanent sign, not less than four (4) feet by six (6) feet in size, displaying the COMMISSION's official logo for launching projects, or shall attach a permanent plaque for marine projects, or use some other manner of acknowledgement for non-construction projects, approved by the COMMISSION, identifying the COMMISSION as a funding source for the Project. Such acknowledgement shall be maintained for a period of 20 years or the duration of the Agreement. Failure by the GRANTEE to maintain such acknowledgement shall be considered a breach of the Agreement.
12. The GRANTEE, at its expense, shall purchase, erect and maintain directional signs, approved by the COMMISSION, on main public highways to direct public users to each boating facility funded through the Program. The GRANTEE agrees to provide and maintain such signs at its expense for a period of 20 years or the duration of the Agreement. Failure by the GRANTEE to erect and maintain such signs shall be considered a breach of the Agreement.
13. All engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws.
14. For Phase II of this Agreement, which shall include the entire term of the Agreement, the GRANTEE shall provide and be responsible for any and all costs associated with ordinary and routine operations and maintenance of the Project, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in Phase I of this Agreement.
15. The GRANTEE shall allow unencumbered access to the Project site to the COMMISSION, its employees or agent for the duration of the Agreement for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the COMMISSION may request maintenance and use information from the GRANTEE to validate the condition of the facility.

### REPORTING REQUIREMENTS

16. The GRANTEE shall submit to the COMMISSION monthly activity reports outlining the progress of Phase I of the Project, identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the form provided by the COMMISSION, Attachment B, attached hereto and made a part hereof, and due to the COMMISSION's Program Administrator by the 15<sup>th</sup> of each month until the *Certification of Completion* is submitted.
17. During Phase I, the GRANTEE shall provide progress and final photographs of any construction project documenting satisfactory progress and completion prior to requesting payment from the COMMISSION. Final photographs shall be submitted with the *Certification of Completion* form.
18. Upon completion of Phase I, the Project Manager for the GRANTEE shall sign a *Certification of Completion* form, Attachment C, attached hereto and made a part hereof, that certifies Phase I of the Project was completed in accordance with the prepared plans and specifications and the terms of this Agreement.

### PROJECT INSPECTION

19. The COMMISSION may, inspect the Project site prior to and during the construction of the Project. The GRANTEE shall notify the COMMISSION's Program Administrator when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The COMMISSION's Program Administrator, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for payment.

### SITE DEDICATION

20. The GRANTEE agrees that land owned by the GRANTEE that is developed with Program funds shall be dedicated for a minimum of twenty (20) years as a site for the use and benefit of the public. The dedication shall be recorded in public property records by the GRANTEE. Land under control other than by ownership by the GRANTEE (i.e. lease, management agreement, cooperative agreement, interlocal agreement or other similar instrument) and developed with Program funds shall be managed by the GRANTEE for a minimum period of twenty (20) years from the completion date set forth in the Project *Certification of Completion* (Attachment C). Title to all improvements shall be retained by the GRANTEE upon final payment by the COMMISSION.
21. Should the GRANTEE, within the 20-year period set forth above, convert all or any part of the Project to other than COMMISSION approved uses, the GRANTEE shall replace the area, facilities, resource or site at its own expense with a project acceptable to the COMMISSION of comparable scope and quality. In the event the Project is converted to use for other purposes during this period and not replaced with a like project acceptable to the COMMISSION, the GRANTEE agrees to return to the COMMISSION all funds tendered for the original Project.

### TERM OF AGREEMENT

22. This Agreement shall begin upon execution by both parties and end **June 15, 2030**, inclusive. **However, the GRANTEE shall complete all Phase I project services on or before June 15, 2010.** The GRANTEE shall not be eligible for reimbursement for services rendered prior to the execution date of this Agreement nor after the termination date of the Agreement.

23. The GRANTEE shall execute this Agreement within 90 days of formal COMMISSION approval. Failure to execute this Agreement shall render the award of funds null and void, and shall result in termination of this Agreement.

#### COMPENSATION

24. For satisfactory completion of Phase I of the Project, **Palatka Riverfront Park and City Pier**, by the GRANTEE under the terms of this Agreement, the COMMISSION shall pay the GRANTEE on a cost reimbursement basis in an amount not to exceed \$ 193,000.

#### PAYMENTS

25. The COMMISSION shall pay the GRANTEE for satisfactory service upon submission of a final invoice, accompanied by required reports or deliverables, and after acceptance of services and deliverables in writing by the Commission's Grant Manager. **The invoice must be submitted within 30 days after completion of Phase I of the Project.** The invoice shall include the FWC Contract Number and the Grantee's Federal Employer Identification (FEID) Number and should be in a format similar to Attachment D, sample invoice form. An original and three (3) copies of the invoice shall be submitted. The COMMISSION shall not provide advance payment. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
26. Program funds shall be disbursed to the GRANTEE only after pre-approved phase or final completion of Phase I of the Project occurs and work is verified by COMMISSION staff. Payment will be made only for documented and verified costs. **The COMMISSION will not pre-approve or disburse any Program funds in advance. Failure to complete the Project and make final payment request to the COMMISSION within the stipulated period shall result in termination of this Agreement. Any funds not disbursed or expended by the end of the stipulated period are subject to the provisions of Chapter 216.301, Florida Statutes.**
27. No travel expenses are authorized under the terms of this Agreement.
28. The GRANTEE shall be reimbursed on a cost reimbursement basis in accordance with Comptroller Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Accounting and Auditing, Voucher Processing Handbook, Chapter 4., C., I., attached hereto and made a part hereof as Attachment E.
29. The COMMISSION shall have 45 working days to inspect and approve goods and services.
30. Any Phase I Project deficiencies, as noted in the final Project inspection, shall be corrected by the GRANTEE prior to final Project acceptance and payment by the COMMISSION. The COMMISSION may restrict any or all payment of Program funds pending correction of such deficiencies.
31. For contracts whose term extends beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance and obligation to pay is contingent upon an annual appropriation by the Legislature.
32. In order to make best use of the agency's resources, the COMMISSION reserves the right to utilize Federal funds for payments under this Agreement. In the event Federal funds become available for such use, and subject to the mutual agreement of the parties hereto, the Agreement shall be amended to include applicable Federal Requirements.

33. Invoices, including backup documentation, shall be submitted to:

Florida Fish and Wildlife Conservation Commission  
Division of Law Enforcement  
Boating and Waterways Section  
Florida Boating Improvement Program  
620 South Meridian Street  
Tallahassee, FL 32399-1600

**TERMINATION**

34. This Agreement shall terminate immediately upon the COMMISSION giving written notice to the GRANTEE in the event of fraud, willful misconduct, or breach of this Agreement.
35. The COMMISSION may terminate this Agreement at any time with or without cause by a written notice by certified mail, return receipt requested, from the COMMISSION to the GRANTEE. The GRANTEE will stop all work immediately upon receipt of the written notice. The COMMISSION will pay the GRANTEE in *quantum meruit* for the work that was satisfactorily completed prior to the date the notice of termination was received.
36. Upon termination of this Agreement, the GRANTEE shall promptly render to the COMMISSION all property belonging to the COMMISSION. For the purposes of this section, property belonging to the COMMISSION shall include, but shall not be limited to, all books and records kept on behalf of the COMMISSION.

**TAXES**

37. The GRANTEE recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

**NOTICE**

38. Unless a notice of change of address is given, any and all notices shall be delivered to the parties at the following addresses:

**GRANTEE**

City of Palatka  
Parks and Recreation  
201 North 2<sup>nd</sup> Street  
Palatka, FL 32177  
Phone: (386) 329-0106  
Fax: (386) 329-0106  
Email: [jnorton@qbsso.net](mailto:jnorton@qbsso.net)  
Attn: Jeff Norton, Project Manager

**COMMISSION**

Fish and Wildlife Conservation Commission  
Division of Law Enforcement  
Boating and Waterways Section  
620 South Meridian Street  
Tallahassee, FL 32399-1600  
Phone: (850) 488-5600  
Fax: (850) 488-9284  
Email: [fbip@MyFWC.com](mailto:fbip@MyFWC.com)  
Attn: Susanna Stephens, Program Administrator

**AMENDMENT OR MODIFICATION**

39. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the parties.

40. The COMMISSION may at any time, by written order designated to be a Modification, make any change in the work within the general scope of this Agreement (e.g., specifications, schedules, method or manner of performance, requirements, etc.). However, all Modifications are subject to the mutual agreement of both parties as evidenced in writing. Any Modification that causes an increase or decrease in the GRANTEE's cost or the term of the Agreement shall require a formal amendment.

#### RELATIONSHIP OF THE PARTIES

41. The GRANTEE shall perform as an independent agent and not as an agent, representative, or employee of the COMMISSION.
42. The GRANTEE covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
43. The parties agree that there is no conflict of interest or any other prohibited relationship between the GRANTEE and the COMMISSION.

#### INSURANCE REQUIREMENTS

44. To the extent required by law, the GRANTEE will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the GRANTEE shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the COMMISSION, for the protection of his employees not otherwise protected.
45. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.
46. The GRANTEE warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the GRANTEE's officers, employees, servants and agents while acting within the scope of their employment with the GRANTEE.

#### CANCELLATION UNDER CHAPTER 119, FLORIDA STATUTES

47. This Agreement may be unilaterally canceled by the COMMISSION for refusal by the GRANTEE to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the GRANTEE in conjunction with this Agreement.

**RECORD KEEPING REQUIREMENTS**

48. The GRANTEE shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principals. The GRANTEE shall allow the COMMISSION, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material. Such audit may include examination and review of the source and application of all funds whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following the close of this Agreement. In the event any work is subcontracted, the GRANTEE shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.

**LIABILITY**

49. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

**NON-DISCRIMINATION**

50. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

**PROHIBITION OF DISCRIMINATORY VENDORS**

51. In accordance with Section 287.134, Florida Statutes, 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.

**NON-ASSIGNMENT**

52. This Agreement is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the COMMISSION.

**PERFORMANCE AND REMEDIES**

53. The GRANTEE shall perform the services in a proper and satisfactory manner as determined by the COMMISSION.

54. It is understood by the parties that remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise available under law.

**SEVERABILITY AND CHOICE OF VENUE**

55. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such

manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida.

#### NO THIRD PARTY RIGHTS

56. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

#### JURY TRIAL WAIVER

57. As consideration of this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

#### PROPERTY/EQUIPMENT

58. The GRANTEE is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

#### FEDERAL/FLORIDA SINGLE AUDIT ACTS REQUIREMENTS

59. In accordance with section 215.97, Florida Statutes, the Florida Single Audit Act requires all non-State organizations that are recipients of State financial assistance to comply with the audit requirements of the Act. In addition, recipients and subrecipients of federal financial assistance must comply with the Federal Single Audit Act requirements of OMB Circular A-133. Therefore, the GRANTEE shall be required to comply with the audit requirements outlined in Attachment F, titled Requirements of the Federal and Florida Single Audit Acts, attached hereto and made a part of the Agreement, as applicable.

60. In accordance with section 216.347, Florida Statutes, the GRANTEE is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

#### RIGHTS IN PROPERTY, COPYRIGHTS, AND INVENTIONS

61. All items, materials or products, of any description, produced or developed by the GRANTEE on behalf of the COMMISSION in connection with this Agreement shall be the exclusive property of the COMMISSION and may be copyrighted, patented, or otherwise restricted by the COMMISSION as provided by Florida law. Neither the GRANTEE nor any of its subcontractors shall have any proprietary interest in the products and materials developed under this Agreement.

62. The COMMISSION reserves the right to determine the disposition of title and rights to any inventions and/or processes that may result from any experimental or developmental research performed under this Agreement. If Federal funding is involved in support of this Agreement, the Federal Government may reserve ultimate jurisdiction over title and right privileges.

63. Regardless of title or ownership of the products and materials developed under this Agreement, the COMMISSION and the State of Florida shall reserve a royalty-free, nonexclusive, irrevocable right to reproduce, publish, or otherwise use said work for governmental purposes. If Federal funding is

involved in support of this Agreement, the Federal Government shall also reserve a royalty-free, nonexclusive, irrevocable right to reproduce, publish, or otherwise use said work for governmental purposes.

**ENTIRE AGREEMENT**

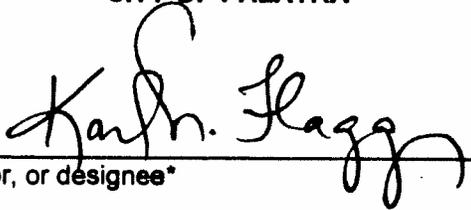
64. This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

CITY OF PALATKA

FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION

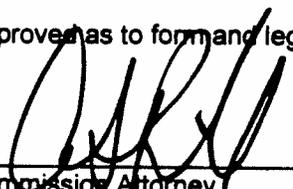
  
\_\_\_\_\_  
Mayor, or designee\*

\_\_\_\_\_  
Executive Director, or designee

September 29, 2008  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Karl N. Flagg, Mayor  
\_\_\_\_\_  
Name (Print)

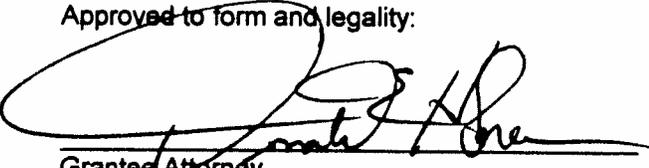
Approved as to form and legality:  
  
\_\_\_\_\_  
Commission Attorney

City of Palatka  
\_\_\_\_\_  
Grantee Name

201 N. 2nd Street  
\_\_\_\_\_  
Address

Palatka, FL 32177  
\_\_\_\_\_  
City, State, and Zip Code

59-6000401  
\_\_\_\_\_  
Federal Employer Identification Number (FEID)

Approved to form and legality:  
  
\_\_\_\_\_  
Grantee Attorney

List of attachments/exhibits included as part of this Agreement:

- Attachment A: Scope of Work
- Attachment B: Monthly progress report form
- Attachment C: Certification of Completion form
- Attachment D: Sample invoice form
- Attachment E: Comptroller Cost Reimbursement Requirements
- Attachment F: Federal/Florida Single Audit Act Requirements
- Exhibit 1: Funds awarded pursuant to agreement

\*If someone other than the Mayor signs the Agreement, a resolution, statement or other document authorizing the person to sign the Agreement on behalf of the local governing body must accompany the Agreement.

## SCOPE OF WORK

### Palatka Riverfront Park and City Pier

#### INTRODUCTION

The purpose of this project is to provide the design and permitting for renovations to existing facilities and to provide additional boat launching facilities in a heavily used area of the St. Johns River, as well as providing the only public overnight mooring facilities along the St. Johns River between Jacksonville and Lake George.

This project shall consist of two phases: Phase I – Project Construction, and Phase II – Project Management. During Phase I, the City of Palatka (GRANTEE) shall complete the tasks in this scope of work. During Phase II, the GRANTEE and the Florida Fish and Wildlife Conservation Commission (COMMISSION) shall cooperate in the ongoing and continuous management of the Project for the term of the Agreement.

#### TASKS

During Phase I of the project, the GRANTEE shall be responsible for completion of the following tasks:

##### Task 1 – Design

- A. Complete a boundary and topographical survey of the property
- B. Complete a bathymetric survey of the underwater areas and the shoreline
- C. Conduct a geotechnical boring and exploration of the waterfront
- D. Develop a preliminary design of the proposed improvements
- E. Complete final design of the proposed facility

##### Task 2 – Permits

Apply for all permits required to construct the project

##### Task 3 – Acknowledgement

The GRANTEE, at its expense, shall acknowledge the COMMISSION in a manner approved by the COMMISSION, identifying the COMMISSION as a funding source for the Project. Upon completion of Phase I, the construction phase, the GRANTEE shall purchase, erect and maintain a permanent sign, not less than four (4) feet by six (6) feet in size, displaying the COMMISSION's official logo identifying the COMMISSION as a funding source for the Project.

#### REPORTS

##### A. Monthly Activity Reports

The GRANTEE shall submit to the COMMISSION monthly activity reports outlining the progress of Phase I of the Project, identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the form provided by the COMMISSION and due to the COMMISSION's Program Administrator by the 15<sup>th</sup> of each month until the *Certification of Completion* is submitted.

##### B. Bid Package

The GRANTEE shall forward one copy of the bid package to the COMMISSION's Program Administrator for review prior to soliciting for quotations or commencing any work. The COMMISSION's Program Administrator shall have 30 working days for review. This review shall ensure that minimum guidelines for the Project's scope of work are adhered to. The GRANTEE shall

forward one copy of the bid tabulation to the COMMISSION's Program Administrator to ensure the requirements of Chapter 287, F.S., have been met.

C. Certification of Completion

Upon completion of the tasks described above, the engineer, architect or other appropriate professional for the GRANTEE shall sign a *Certification of Completion* form, provided by the COMMISSION, that certifies the Project was completed in accordance with this Scope of Work and the Agreement.

**INVOICES AND PAYMENTS**

For satisfactory completion of the above services, the COMMISSION agrees to pay the GRANTEE on a cost reimbursement basis an amount not to exceed \$193,000. The GRANTEE shall submit a request for reimbursement, accompanied by the required reports, no later than 30 days following completion of Phase I. The request for reimbursement shall include the following: an invoice in a form similar to Attachment D, Sample Invoice Form; a signed Certification of Completion form, Attachment C; final photographs; required documents as described in Attachment E, Comptroller Contract Payment Requirements.

**FLORIDA BOATING IMPROVEMENT PROGRAM  
PROJECT PROGRESS REPORT**

Mail to FWC at 620 South Meridian Street, Tallahassee, FL 32399-1600 or fax to (850) 488-9284.

**FWC Contract #** \_\_\_\_\_

**Reporting Period (Month/Year):** \_\_\_\_\_  
(Due 15 days after the end of each month)

**Grantee:** \_\_\_\_\_

**Project Title:** \_\_\_\_\_

**1. Describe tasks completed this month:**

**2. List deliverables provided to FWC this month:**

**3. List tasks scheduled to be completed during next month:**

**4. Is project currently on schedule for completion by June 15, 2010?** YES \_\_\_\_ NO \_\_\_\_  
(If No, please explain any problems encountered and/or possible delays)

\_\_\_\_\_  
**Project Manager**

\_\_\_\_\_  
**Date**



**FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION**  
**FLORIDA BOATING IMPROVEMENT PROGRAM**

**CERTIFICATION OF COMPLETION STATEMENT**

I, \_\_\_\_\_  
(Print Name and Title)

representing \_\_\_\_\_  
(Name of Local Government)

do hereby certify under penalties of perjury, as provided in s. 837.012, Florida Statutes, that the Florida Boating Improvement Program project funded by FWC Contract No. \_\_\_\_\_ has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

\_\_\_\_\_  
(Signature) (Date)

STATE OF FLORIDA, COUNTY OF ( \_\_\_\_\_ )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, who subscribed and swore to the above instrument in my presence.

Notary Public Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_ (SEAL)

**CERTIFICATE BY COMMISSION**

I certify: That, to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

Division: \_\_\_\_\_

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

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

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

# INVOICE

Billed to:

Fish and Wildlife Conservation Commission  
 Florida Boating Improvement Program  
 620 South Meridian Street  
 Tallahassee, Florida 32399-1600

Remit payment to:

Grantee: \_\_\_\_\_  
 FEID #: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

FWC Contract #: \_\_\_\_\_

Amount of Grant Award: \$ \_\_\_\_\_

**Dates of Service:**

Project start date: \_\_\_\_\_

Project end date: \_\_\_\_\_

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

**PROJECT COSTS:**

Cost Items: Non-cash	Amount
In-kind service: Administration	\$
In-kind service: Project Management	\$
In-kind service: Other	\$
Cost Items: Cash expenditures	Amount
	\$
	\$
	\$
	\$
	\$
	\$

Total Project Cost: \$ \_\_\_\_\_

Grantee Matching Funds (non-cash + cash): - \$ \_\_\_\_\_

Amount for Reimbursement: \$ \_\_\_\_\_

I hereby certify that the above costs are true and valid costs incurred in accordance with the project Agreement, and that the matching funds, in-kind or cash, were utilized toward the project in this Agreement.

Signed: \_\_\_\_\_  
 Project Manager

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

**Comptroller Contract Payment Requirements**  
**Department of Financial Services, Bureau of Accounting and Auditing**  
**Voucher Processing Handbook (10/07/97)**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

**REQUIREMENTS OF THE FLORIDA AND FEDERAL SINGLE AUDIT ACTS**

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor/Grantee (recipient) may be subject to audits and/or monitoring by the Commission as described in this section.

**Monitoring**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commission staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. In the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Commission by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

**PART II: STATE FUNDED**

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2)(l), Florida Statutes.

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Commission by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

### **PART III: OTHER AUDIT REQUIREMENTS**

There are no other audit requirements

### **PART IV: REPORT SUBMISSION**

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

The Commission at the following address:

Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 170  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Commission at the following address:

Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 170  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

The Commission at the following address:

Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 170  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

The Auditor General's Office at the following address:

Auditor General's Office  
G74 Claude Pepper Building  
111 West Madison Street  
Tallahassee, FL 32399-1450

Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

The Commission the following address:

Audit Director  
Florida Fish and Wildlife Conservation Commission  
Bryant Building, Room 170  
620 S. Meridian St.  
Tallahassee, FL 32399-1600

Any reports, management letter, or other information required to be submitted to the Commission pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Commission for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Contact the Commission's Audit Director by phone at (850) 488-6068.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Commission or its designee, Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Commission or its designee, Comptroller, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Commission.

## EXHIBIT - 1

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:**

None.

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

None.

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:****MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

None.

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Agency:	Florida Fish and Wildlife Conservation Commission
State Program:	Florida Boating Improvement Program
CSFA No.:	77.006
Recipient:	City of Palatka
Amount:	\$193,000

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. Project activities must occur on public lands owned outright or managed under agreement with another party with lease terms exceeding 20 years.
2. Project activities must not create a boating safety hazard and/or increase the potential for damage to natural resources.
3. Recipient must comply with the Florida Boating Improvement Program Guidelines, January 2008.
4. Recipient must comply with all Commission rules, policies and procedures as well as all other state and federal rules.

**NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects Included in Exhibit 1 be provided to the recipient.**

---

KARL N. FLAGG  
MAYOR - COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS  
COMMISSIONER

VERNON MYERS  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER



*Regular meeting 2nd and 4th Thursdays each month at 6:00 p.m.*

ELWIN C. "WOODY" BOYNTON,  
CITY MANAGER  
BETSY JORDAN DRIGGI  
CITY CLERK  
RUBY M. WILLIAMS  
FINANCE DIRECTOR  
GARY S. GETCHEL  
CHIEF OF POLICE  
MICHAEL LAMBERT  
CHIEF FIRE DEPARTMENT  
DONALD E. HOLMES  
CITY ATTORNEY

May 14, 2008

Ms. Susanna Stephens, Administrator  
Florida Boating Improvement Fund  
Florida Fish and Wildlife Commission  
620 South Meridian Street  
Tallahassee, Florida 32399-1600

Re: City of Palatka's Florida Boating Improvement Fund Application

Dear Ms. Stephens;

Enclosed please find one (1) original, seven (7) paper copies and one (1) electronic copy of the City of Palatka's application to fund design of the following facilities:

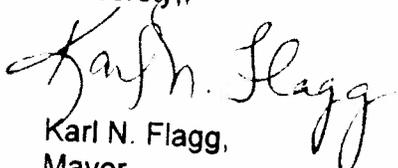
- A third boat launch facility
- Renovations to the existing two boat launch facilities
- A new set of restrooms with shower facilities for overnight boaters
- Renovation of the existing restrooms facility
- Forty new floating boat moorings off of the city dock
- Ten new floating boat mooring off of the shoreline
- General lighting improvements at the City of Palatka's riverfront park

The addition of the third boat ramp and the new boat moorings at the marina are a key piece of the City's eco-tourism industry, one of the primary sources of the local economy.

Because of the importance of this project to the City has elected to submit only one application Florida Boating Improvement Program for this application cycle.

The City looks forward to the Commission's favorable consideration of the City's request for funding to carry out this project.

Sincerely,

  
Karl N. Flagg,  
Mayor



# Florida Boating Improvement Program Grant Application for Boating Access Facilities

**FOR OFFICE USE ONLY**

**Grant Application Number :** \_\_\_\_\_

**Date Received:** \_\_\_\_\_

*Fill in all sections that apply - Leave all other sections blank*

## I - APPLICANT INFORMATION

a. Applicant: City of Palatka	
b. Federal Employer Id. No.: 59-6000401	
c. Project Manager Name: Jeff Norton	Project Manager Title: Director of Parks and Recreation
d. Mailing Address: 201 North 2 <sup>nd</sup> Street	City: Palatka <span style="float: right;">Zip Code: 32177</span>
e. Shipping Address: 201 North 2 <sup>nd</sup> Street	City: Palatka <span style="float: right;">Zip Code: 32177</span>
f. Telephone: (386) 3290100      Fax: (386) 329-0106	Email: jnorton@ gbso.net
g. District Numbers:	State House: 21      State Senate: 1      County Commission: Putnam

## II - PROJECT SUMMARY

a. Project Title: Palatka Riverfront Park and City Pier Boat Launch and Mooring Improvements	
b. Type of Application: <input checked="" type="checkbox"/> New (never considered before) <input type="checkbox"/> Reconsideration <input type="checkbox"/> Phased Continuation-Phase No.: _____	
c. Project Category:	<b>TIER-I</b>
	<input type="checkbox"/> A - Public Launching Facilities <span style="float: right;"><b>TIER-II</b></span>
<input checked="" type="checkbox"/> A - Boat Ramps, Piers, and Docks <input type="checkbox"/> B - Public Launching Facilities	
d. Project Cost:	Total Cost: \$ _____      Amount Requested: \$ _____

### e. Project Summary:

The project involves the design and permitting for the following improvements:

- A. The construction of forty (40) new floating docks to be used as mooring facilities. Access will be from the existing City pier
- B. The construction of ten (10) new floating docks to be used as moorings. These floating docks will run parallel to the riverbank with walkways leading from the floating docks to the riverfront for access. These floating docks will be located in the central section of Riverfront Park.
- C. Construct a third boat launch and boarding dock at the south east corner of the city pier property.
- D. Renovate the two (2) existing boat launch and boarding dock facilities located south of the city pier
- E. Upgrade the lighting at the existing boat launch facilities and install lighting at the new boat launch and mooring facilities.
- F. Install electric and potable water at the new boat mooring facilities.
- G. Construct a new kiosk adjacent to the boat launch facilities.
- H. Construct a new restroom and shower facility for use by people that are mooring their boats overnight.
- I. Renovate the existing restroom facilities located on the south side of the park.
- J. Refurbish the existing parking lot and create two (2) handicapped accessible parking spaces.
- K. The city is committing one hundred ninety eight thousand four hundred dollars (198,400.00) in matching funding from a grant the City received from HUD to replace the planking, upgrade the electrical system and the pump out facilities at the existing City pier. A copy of the contract for these funds and a synopsis of the scope of work that will be addressed is included in attachments to this application.

### III - FACILITY INFORMATION

a. Facility Name: City of Palatka Riverfront Park

b. Type of Facility:

- Existing Boat Ramp / Public Launching Facility       Existing Marina / Tie-up / Overnight Moorage Facility  
 Proposed Boat Ramp / Public Launching Facility       Proposed Marina / Tie-up / Overnight Moorage Facility  
 Other: \_\_\_\_\_

c. Facility location:

County: Putnam      Water body: St. Johns River  
 Latitude: N 29 deg. 38 min. 41.24 sec.      Longitude: W 81 deg. 37 min. 48.27 sec.  
 Facility Street Address or Location: 301 River Street

d. Upland Ownership:

Public - Fee Simple       Public - Lease      Number of Years Remaining in Lease: \_\_\_\_\_  
 Name of Owner: City of Palatka

e. Is this facility open to the general public?  Yes       No

f. Estimate Percent (%) Use of Launching Facility: 95% Motorboats/Sailboats 5% Non-Motorboats

g. Day Use, Parking or Launch Fee Amount: \$0.00      Tie-up/Overnight Moorage: \$25.00

h. Number of Launch Lanes: 2 existing      Condition:  New     Good     Average     Poor

i. Length of Boarding Docks: 30 Ft.      Condition:  New     Good     Average     Poor

Type of docks:  Fixed Wooden     Fixed concrete     Floating concrete     Other: \_\_\_\_\_

j. Number of Boat Trailer Parking Spaces: 20      Condition:  New     Good     Average     Poor

k. Length of Tie-up Dock or Moorage: 300Ft or 15Slip      Condition:  New     Good     Average     Poor

Type of docks:  Fixed Wooden     Fixed concrete     Floating concrete     Other: \_\_\_\_\_

l. Other Facility Attributes:

Restroom:  Yes     No     Proposed      Other: \_\_\_\_\_  
 Pump out or Dump Station:  Yes     No      Other: \_\_\_\_\_

m. Names of adjacent boating facilities, public and private (ramps, tie-up facilities/marinas) within a 10-mile radius.

Name	Distance	Name	Distance
1. <u>Pico Road Boat Ramp</u>	<u>2.5 miles</u>	2. <u>Elgin Grove Boat Ramp</u>	<u>5 miles</u>
3. <u>Brown's Landing Boat Ramp</u>	<u>5 miles</u>	4. _____	_____
5. _____	_____	6. _____	_____
7. _____	_____	8. _____	_____
9. _____	_____	10. _____	_____

## IV – PROJECT DESCRIPTION

### a. List Primary Need for Project:

- |  |  |
|--|--|
| <input type="checkbox"/> Safety                          | <input checked="" type="checkbox"/> High Demand by Users |
| <input type="checkbox"/> Age-end of Useful Life          | <input type="checkbox"/> Recommended by FWC Staff        |
| <input type="checkbox"/> Environmental Needs of the Area | <input type="checkbox"/> Lack of In-house Capability     |
| <input type="checkbox"/> Other: _____                    |  |

### b. Need Statement:

The Palatka Riverfront Park includes the city dock, two boat launch facilities, a public restroom and an amphitheatre. The facility is heavily utilized during the entire year. Several major bass fishing tournaments are held at this facility with the weigh ins taking place at the amphitheatre. The largest of these being the Wolfson Childrens Hospital Bass tournament which registers five hundred (500) boats. The annual Mug Race sailing regatta which averages 200 boats annually, sails between Palatka and Orange Park also originates from this facility. It is estimated approximately two thousand (2,000) boats per month are launched from this facility. Highest usage is typically during the summer, on weekends and on holidays. Currently no public mooring facilities exist between Jacksonville and Lake George. The City intends on installing fifty (50) new boat mooring facilities as part of this project. The proposed new public rest rooms and shower facilities will be primarily for people who are mooring their boats over night. The city anticipates the expanded boat launch and new boat mooring facility will attract a number of additional boaters to the area. The City is working on the redevelopment of the downtown and has purchased and is in the process of removing the multi-story public housing building located immediately west of the Riverfront Park and is offering the property along with the block north of it to a qualified developer for redevelopment. The project site, is located in a designated Rural Area of Critical Economic Concern, a Community Redevelopment Area as well as a state designated Enterprize Zone.

### c. Project Tasks:

1. Complete a boundry and topographical survey of the property.
2. Complete a Bathymetric Survey of the under water areas and the shoreline.
3. Conduct Geotechnical boring and exploration of the water front.
4. Develop preliminary design of the proposed improvements.
5. Complete final design of the proposed facility.
6. Apply for all permits required to construct the project.

### d. Project Benefits:

The benefits of the project would include providing additional boat launching facilities in a heavily used area of the St. Johns River as well as providing the only public overnight mooring facilities along the St. Johns River between Jacksonville and Lake George.

**V - PROJECT ELEMENTS: BOAT RAMPS & PUBLIC LAUNCHING FACILITIES**

a. Type of project:  Engineering / Planning only  Renovation / Repair  Expansion  New Construction

b. Boat Ramp

Number of existing launch lanes to be repaired: 2

Type of ramp:  Asphalt  Concrete  Other \_\_\_\_\_

Number of new/added launch lanes: 1

Type of new ramp:  Asphalt  Concrete  Other \_\_\_\_\_

c. Boarding Dock

Length of existing boarding docks to be repaired / replaced: 30 ft.

Type of docks:  Fixed wooden  Fixed concrete  Floating Concrete  Other \_\_\_\_\_

Length of new/added boarding docks: 30 ft.

Type of new docks:  Fixed wooden  Fixed concrete  Floating Concrete  Other \_\_\_\_\_

d. Parking

Number of existing boat trailer parking spaces to be refurbished 20

Type of parking:  Asphalt  Concrete  Other \_\_\_\_\_

Number of new/added boat trailer parking spaces 0

Type of new/added parking:  Asphalt  Concrete  Other \_\_\_\_\_

e. Lifts, Hoists, Marine Railways

Number of lifts or hoists to be repaired / replaced: 0 Maximum length of vessel that can be lifted: \_\_\_\_\_

Number of new lifts or hoists to be installed / added: 0 Maximum length of vessel that can be lifted: \_\_\_\_\_

Length of marine railway to be repaired / replaced: 0 ft.

Length of new marine railway to be added: 0 ft.

f. Amenities / Other elements

Restrooms: Describe renovate existing restrooms

Access Road: Length of access road: \_\_\_\_\_ yds. Type of road:  Gravel  Asphalt  Other \_\_\_\_\_

Educational kiosk / signage: Describe An educational kiosk containing signage detailing manatee protection requirements and waterway boating regulations will be constructed.

## VI - PROJECT ELEMENTS: MARINAS & OTHER MOORING FACILITIES (Piers / Docks)

a. Type of project:  Engineering / Planning  Renovate / Repair  Expansion  New Construction

b. Docks / In-water slips

Length of existing docks to be repaired / replaced: 0 ft. Number of tie-ups / slips: 0

Type of dock:  Fixed Wooden  Fixed Concrete  Floating Concrete  Other \_\_\_\_\_

Length of new docks to be added / installed: 1,000 ft. Number of tie-ups / slips: 50

Type of dock:  Fixed Wooden  Fixed Concrete  Floating Concrete  Other \_\_\_\_\_

c. Mooring Buoys

Area of mooring field: 0 sq. ft.

Number of mooring buoys to be repaired / replaced: 0

Number of new mooring buoys to be installed: 0

d. Dry Storage

Number of existing dry storage slips to be repaired / replaced: 0

Number of new dry storage slips to be constructed: 0

e. Amenities / Other elements

Restrooms: Describe A new restroom containing both public restroom and shower facilities for overnight guests will be constructed north of the new floating docks in Riverfront Park

Access Road: Length of access road: \_\_\_\_\_ yds. Type of road:  Gravel  Asphalt  Other \_\_\_\_\_

Educational kiosk / signage: Describe

Pump-out or Dump station

## VII - PROJECT ENGINEERING AND CONSTRUCTION

a. Who is or will be completing project design/engineering?

Applicant's Own Staff

Consulting Engineers

N/A (Materials or Equipment Purchase)

Other:

b. Level of engineering completed at time of application:

None

Conceptual (Master Plan Phase)

Preliminary

Final (Ready to Bid)

### VIII - BUDGET

a. Has a detailed cost estimate been developed for this project? If yes, attach a copy to application.

Yes, Preliminary

Yes, Final

No

#### b. PROJECT COST: NON-CASH FUNDS

Cost Item	Applicant	Other source (List below in Section VIII)	Do Not Use This Column	TOTAL
Administration	\$	\$		\$
Project Management	\$	\$		\$
In-Kind Engineering	\$	\$		\$
In-Kind Labor	\$	\$		\$
In-Kind Materials	\$	\$		\$
In-Kind Equipment	\$	\$		\$
<b>Total Non-Cash Funds</b>	\$	\$		\$

#### c. PROJECT COST: CASH FUNDS

Cost Item	Applicant	Other source (List below in Section VIII)	FBIP Grant Request	TOTAL
Administration / Project Management	\$	\$	\$	\$
Design / Engineering	\$	\$	\$ 88,000	\$ 88,000
Permitting	\$	\$	\$ 37,500	\$ 37,500
Construction / Repair: Boat Ramps	\$	\$	\$	\$
Construction / Repair: Lifts, Hoists, Marine Railways	\$	\$	\$	\$
Construction / Repair: Piers or Docks	\$	\$ 198,400	\$	\$ 198,400
Construction / Repair: Parking	\$	\$	\$	\$
Construction / Repair: Restrooms	\$	\$	\$	\$
Other: Boundry & Topographical Survey	\$	\$	\$ 15,000	\$ 15,000
Other: Bathymetric Survey	\$	\$	\$ 7,500	\$ 7,500
Other: Geotechnical Exploration	\$	\$	\$ 40,000	\$ 40,000
Other: Water Quality Testing	\$	\$	\$ 5,000	\$ 5,000
Other:	\$	\$	\$	\$
<b>Total Cash Funds</b>	\$	\$ 198,400	\$ 193,000	\$ 391,400

#### d. TOTAL FUNDS: non-cash + cash funds

\$

\$ 198,400

\$ 193,000

\$ 391,400

**IX - OTHER SOURCE OF FUNDS (Partnerships)**

a. Funding source / Agency: HUD

b. Type of funding:  Federal grant  State/Local grant  Loan

c. Grant Name: EDI-Special Project Amount \$ 198,400

d. Approval Status:  Approved  Pending  Intend to Apply, Date: \_\_\_\_\_

---

a. Funding source / Agency: \_\_\_\_\_

b. Type of funding:  Federal grant  State/Local grant  Loan

c. Grant Name: \_\_\_\_\_ Amount \$ \_\_\_\_\_

d. Approval Status:  Approved  Pending  Intend to Apply, Date: \_\_\_\_\_

---

a. Funding source / Agency: \_\_\_\_\_

b. Type of funding:  Federal grant  State/Local grant  Loan

c. Grant Name: \_\_\_\_\_ Amount \$ \_\_\_\_\_

d. Approval Status:  Approved  Pending  Intend to Apply, Date: \_\_\_\_\_

---

a. Funding source / Agency: \_\_\_\_\_

b. Type of funding:  Federal grant  State/Local grant  Loan

c. Grant Name: \_\_\_\_\_ Amount \$ \_\_\_\_\_

d. Approval Status:  Approved  Pending  Intend to Apply, Date: \_\_\_\_\_

**X - PERMITS**

	Submitted	Approved	N/A
a. Florida Department of Environmental Protection	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Florida Fish and Wildlife Conservation Commission*	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. U.S. Army Corps of Engineers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Local and Others (If needed)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

\* For mooring buoy projects, a Florida Uniform Waterway Marker Application must be submitted to FWC prior to submittal of the grant application.

## XI – ENVIRONMENTAL ASSESSMENT

a. Will the project significantly or adversely affect the environment?

YES

NO

b. If Yes, please explain key issues and describe any mitigation actions proposed.

## XII – BOATER SAFETY

a. Explain how the project may affect boater safety whether positively or negatively.

The Palatka City Pier facility when completed will be the only public mooring facility between the City of Jacksonville and Salt Run in Lake George. Boaters will be able to travel to Palatka, rest or spend the night prior to traveling back to the point of origination for their trip. This should result in less fatigue from continuous travel as well as minimize traveling after dark for boaters to return to the point of their origination. The addition of the third boat launch facility should reduce the congestion that is currently occurring at the two existing boat ramps. During large fishing tournaments boats are being launched in darkness in an attempt to get all of the boats in the water prior to the beginning of the tournament.

### XIII - APPLICATION ATTACHMENTS CHECKLIST

Submit one (1) electronic copy on CD or floppy disk and seven (7) photocopies of the application with attachments.

--- Required Attachments ---

- a. **Cover Letter:** application transmittal cover letter (Identify priority rank with multiple applications).
- b. **Application:** One (1) application with original signature from authorized individual.
- c. **Resolution:** An adopted resolution, by the Governing Body, authorizing that the Project Manager has the authority to apply for and administer the grant on behalf of the applicant. If the Applicant is applying on behalf of another public entity, then a Memorandum of Understanding between the Applicant and the public entity must also be submitted.
- d. **Boundary Map:** indicate boundary of the project area.
- e. **Site Control Documentation:** (e.g. a deed, lease, results of title search, etc. for the project site.)
- f. **Existing Condition Photographs** (sufficient to depict the physical characteristics of the project area)
- g. **Aerial Photographs** (marked with the approximate boundaries of the project site)
- h. **Navigational Chart:** An 8.5" x 11" photocopy of a current NOAA North American Datum 83 nautical chart (provide the NOAA chart name and number) indicating the precise location of the project site.

--- Optional Attachments ---

- i. **Detailed Cost Estimate:** Cost estimate in the form of a formal bid, written quote from proposed vendor or an engineer's cost estimate.
- j. **Plans:** preliminary design/engineering plans (if completed).
- k. **Permits:** Photocopies of necessary project permit(s) or permit application(s). If exempt, provide notification of exemption from permitting agency.
- l. **Support/Opposition:** Attach letters of known public support or known public opposition.

#### APPLICANT SIGNATURE

Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application, and, to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority including the necessary requisite property interests to undertake the proposed activities.

I also certify that the Applicant's governing body is aware of and has authorized the Project Manager as the official representative of the Applicant to act in connection with this application and subsequent project as well as to provide additional information as may be required. By signature below, the Applicant agrees to comply with all applicable federal, state, and local laws in conjunction with this proposal and resulting project so approved.

Karl H. Flagg  
Print/Type Name

Mayor  
Title

Karl H. Flagg  
Applicant Signature

5-14-08  
Date

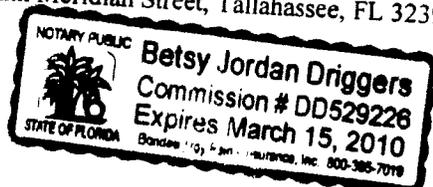
STATE OF FLORIDA, COUNTY OF (Putnam)

Personally appeared before me this 14th day of May, 2008, Karl H. Flagg, who subscribed and swore to the above instrument in my presence.

Notary Public Name: Betsy Jordan Driggers

My commission expires: 3-15-2010

NOTE: Instruction and further information regarding this application and the Florida Boating Improvement Program can be found in the Florida Boating Improvement Program Procedure Guide or you may contact the Program Administrator at: Florida Fish and Wildlife Conservation Commission, Florida Boating Improvement Program, 620 South Meridian Street, Tallahassee, FL 32399-1600; or call (850) 488-5600; or email [fbip@MyFWC.com](mailto:fbip@MyFWC.com).



# FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION FLORIDA BOATING IMPROVEMENT PROGRAM

## Instructions for completing the Grant Application for Boat Access Facilities

### General Instructions:

- Submit one (1) original and seven (7) copies.
- Submit an electronic copy of application on CD or floppy disk.
- Staple application in upper left-hand corner, or clip with one binder clip. **DO NOT SPIRAL BIND OR PLACE IN A THREE-RING BINDER OR REPORT COVER.**
- Please place a tabbed divider between each attachment.
- Please make all photocopies of attachments on paper no larger than 11" x 17".

<b>I – APPLICANT INFORMATION</b>	
a. Applicant:	Enter the name of the county, municipality, or other governmental entity applying for the grant.
b. Federal Employer Id. No.:	Enter the applicant's Federal Employer Identification (FEID) Number. Payment will be sent to the address associated with this FEID number.
c. Project Manager Name: Title:	Enter the name and title of the person in charge of the project. All correspondence will be sent to this person.
d. Mailing Address:	Enter the mailing address for the Project Manager. <b>All correspondence will be sent to this address.</b>
e. Shipping Address:	If mailing address is a P.O. box, please include a street address for overnight deliveries.
f. Telephone No.: Fax No.: E-mail:	Enter the telephone number, fax number, and email address where the Project Manager may be contacted during regular business hours.
g. District Numbers:	Enter the District numbers for the State House, State Senate and the County Commission for the project location.

## II - PROJECT SUMMARY

a. Project Title:	Provide a brief title for the project.
b. Type of Application:	Check "New" if you have never applied for FBIP funding for this project. Check "Reconsideration" if you have applied before but did not receive funding. Check "Phased Continuation" if the project has previously received FBIP funding.
c. Project Category:	Check only one project category. Refer to the guidelines for project category descriptions. Application will compete only against other applications within the same project category. The Commission reserves the right to re-assign the application to a different project category to maximize funding.
d. Project Cost:	Enter total amount of project cost, including only the eligible project elements where grant funds will be used. Enter the amount of funds requested from FBIP (rounded to the nearest dollar).
e. Project Summary:	Provide a brief description of the goal of the project, the work to be done and the expected outcome or final product.

## III - GENERAL FACILITY INFORMATION

Describe existing conditions by checking all that apply. For new facilities, provide information as facility is proposed to be and check "New" for questions about condition of facility.

## IV - PROJECT DESCRIPTION

a. List Primary Need for Project:	Check the category that is most applicable.
b. Need Statement:	Briefly describe why this project is needed. Explain any existing problems and how this project will correct the problem.
c. Project Tasks:	Describe in detail the exact work to be completed. For example, Task 1 - Construct one-lane, concrete boat ramp, Task 2 - Construct 20 boat/trailer parking spaces.
d. Project Benefits:	Describe how this project will enhance boating in the local community.

### **V – PROJECT ELEMENTS: BOAT RAMPS & PUBLIC LAUNCHING FACILITIES**

Check only those elements of the project that will use grant funding. **Note: elements must be completed before FWC will reimburse costs.**

Indicate the type of project:

- Engineering/Planning only = no grant funds will be used for construction
- Renovate/Repair = replacement or repair of existing facilities with no increased capacity
- Expansion = increased boat access by adding more boat launch lanes, more docks, or increased parking, etc.
- New = construction of a facility where none currently exists, or adding a new amenity to an existing facility where none existed before

### **VI – PROJECT ELEMENTS: MARINAS & OTHER MOORING FACILITIES**

Check only those elements of the project that will use grant funding. **Note: elements must be completed before FWC will reimburse costs.**

Indicate the type of project:

- Engineering/Planning only = no grant funds will be used for construction
- Renovate/Repair = replacement or repair of existing facilities with no increased capacity
- Expansion = increased boat access by adding more boat launch lanes, more docks, or increased parking, etc.
- New = construction of a facility where none currently exists, or adding a new amenity to an existing facility where none existed before

### **VII - PROJECT ENGINEERING AND CONSTRUCTION**

a. Who is or will be completing project design/engineering?

Please check as appropriate.

b. Level of engineering completed at time of application:

Please check as appropriate. If engineering is complete (conceptual, preliminary, or final), please include a copy of the plans with your application.

### VIII - BUDGET

a. Has a detailed cost estimate been developed for this project?	Indicate whether a preliminary or final cost estimate has been developed. If yes, attach a copy of the estimate to the application.
b. PROJECT COST - NON-CASH FUNDS*	Enter amount of in-kind matching funds for each cost item. Amounts in "Other" column should include in-kind funds from any third-party agreements (provided by someone other than the applicant). <b>*Please note: All applications must include some form of non-cash matching funds.</b>
c. PROJECT COST - CASH FUNDS	Enter amount of funding to be provided by the applicant and other sources. Enter the amount of funding requested in the column labeled "FBIP Grant Request."
d. TOTAL FUNDS	Sum of non-cash funds and cash funds for each column.

### IX - OTHER SOURCE OF FUNDS (Partnerships)

Include information on funding from sources other than FBIP or the applicant. Enter information for each funding source.

a. Funding Source / Agency:	Enter the name of the funding source or the partner
b. Type of funding:	Check source of funds: Federal grant, State/Local grant, or loan.
c. Grant Name:	Enter the name of the grant program (if applicable).
d. Approval Status:	Enter status of grant/loan application. If "Intending to Apply", enter date of application deadline.

### X - PERMITS

a. Florida Department of Environmental Protection	<p>Check status of all permit applications. If project type does not require permits, or project is exempt from permitting requirements, check "N/A". If applicable, attach a photocopy of all permits or permit applications. If project is exempt, attach a copy of exemption notification.</p> <p><b>Note: For projects involving mooring buoys, a Florida Uniform Waterway Marker Application must be submitted to FWC prior to submittal of the grant application. A copy of the Florida Uniform Waterway Marker Application may be downloaded at <a href="http://MyFWC.com/boating/waterways/">http://MyFWC.com/boating/waterways/</a></b></p>
b. Florida Fish and Wildlife Conservation Commission	
c. U.S. Army Corps of Engineers	
d. Local and Others (If needed)	

### XI - ENVIRONMENTAL ASSESSMENT

a. Will the project significantly or adversely affect the environment?	Explain how the project will have a significant or adverse affect on the environment and include information on the impacts to water quality, wetlands, seagrasses, imperiled species, etc.
b. If Yes, please explain key issues and describe any mitigation actions proposed.	

### XII - BOATER SAFETY

a. Explain how the project may affect boater safety whether positively or negatively.	Provide explanation of how the project may improve boater safety (i.e. increased education, increased law enforcement, etc.) or, explain any potential boater safety hazards and how they will be corrected. Also, please indicate if the project will have no effect on boater safety.
---	---

### XIII - APPLICATION ATTACHMENTS CHECKLIST

Indicate which attachments have been included with the application. Required attachments must be included or application will be deemed incomplete. Optional attachments may be omitted, but applications with optional attachments included will receive a higher score during evaluation.

Please place a tabbed divider between each attachment. Submit one (1) original (with original signature) and seven (7) photocopies\* of the entire application with attachments.

Completed applications should be in the following order: Cover Letter, Application Form, Attachments in the order they are listed on the checklist.

**\*Only one (1) copy of the site control documentation and permits or permit applications is necessary.**