



FLORIDA DEPARTMENT of  
ECONOMIC OPPORTUNITY

2011

# Florida Keys Area of Critical State Concern Annual Report



**Division of Community  
Planning and Development**  
Areas of Critical State Concern  
Program

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Rick Scott  
GOVERNOR



Doug Darling  
EXECUTIVE DIRECTOR

October 31, 2011

The Honorable Rick Scott, Governor  
Members of the Administration Commission  
The Capitol  
Tallahassee, Florida 32399-0001

Re: 2011 Florida Keys Area of Critical State Concern Annual Report

Dear Governor and Members of the Administration Commission:

Pursuant to Section 380.0552(4)(b), Florida Statutes (F.S.), the Florida Department of Economic Opportunity (Department) is pleased to transmit its 2011 Florida Keys Area of Critical State Concern Annual Report. Section 380.0552(4)(b), F.S., requires the preparation of a report that describes the progress of the Florida Keys Area of Critical State Concern toward completing the tasks of the Work Program.

The Administration Commission issued a 30-Day Report on December 30, 2010, to Monroe County, the City of Marathon and the Village of Islamorada outlining the strategies necessary for completion of Work Program tasks. The 2010 30-Day Report was issued in the form of a table detailing the strategies and the tasks with the relevant target dates for completion.

The Department has utilized the 2010 30-Day Report as a template for its 2011 Annual Report. The Department's report includes information submitted by Monroe County, the City of Marathon, the Village of Islamorada, Key Largo Wastewater Treatment District, Florida Department of Health, the Florida Department of Environmental Protection, and the Florida Fish and Wildlife Conservation Commission. Based upon this input, the Department's own review, and coordination with the local governments on the chief findings, the attached report is provided for your review.

The Department has evaluated the information provided by the local governments and state agencies against the 30-Day Report and the Work Program requirements. The Department recommends that the City of Marathon, the Village of Islamorada and Monroe County have made substantial progress towards accomplishing the strategies of the 30-Day Report.

The Caldwell Building 107 E. Madison Street Tallahassee, Florida 32399-4120  
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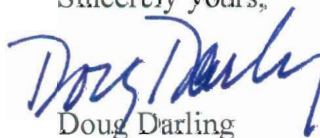
The Honorable Rick Scott, Governor  
Administration Commission  
October 31, 2011  
Page 2 of 2

In accordance with its statutory charge found in Section 380.0552(4)(c), F.S., the Department recommends the following actions:

- (1) Accept the 2011 Annual Report for Monroe County, the City of Marathon and the Village of Islamorada;
- (2) Continue the Florida Keys Area of Critical State Concern designation in order to complete the Work Program requirements;
- (3) Accept the Department's recommendation that substantial progress toward accomplishing the strategies of the Work Program have been achieved for Monroe County, the City of Marathon, and the Village of Islamorada;
- (4) Recognize the City of Marathon's unprecedented progress in constructing centralized sewer and the City of Marathon's debt to the state revolving loan fund. Direct the Areas of Critical State Concern staff to coordinate with the City of Marathon's Planning staff to amend the City of Marathon's Comprehensive Plan. The amendment would authorize a "one-time" award of 100 transient units. The plan amendment may also include an additional 100 units composed of units from the Administrative Relief pool and borrowing forward from the City's future allocations; and
- (5) Direct the Areas of Critical State Concern staff to add the request from Marathon for any future transient allocations to the Hurricane Evacuation Clearance Modeling Workshops' agenda as a discussion item between all local governments and appropriate federal, state, and local entities.

The Department appreciates the efforts of the local governments and looks forward to continuing our cooperative relationship with the Florida Keys communities and working with all parties to fully achieve the goals of the Work Program.

Sincerely yours,

  
Doug Darling  
Executive Director

TB/rj

Enclosures: Department of Economic Opportunity 2011 Removal of Designation Reports

cc: Heather Carruthers, Mayor, Monroe County  
Ginger Snead, Mayor, City of Marathon  
Michael Reckwerdt, Mayor, Islamorada, Village of Islands

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## Background

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Section 380.0552(4), Florida Statutes (F.S.), directs the State Land Planning Agency to submit a report to the Administration Commission, describing in detail the progress of the Florida Keys Area of Critical State Concern toward accomplishing the tasks of the Work Program and to provide a recommendation as to whether substantial progress toward accomplishing the tasks of the Work Program has been achieved. Section 380.0552(4), F.S., provides that:

(b) Beginning November 30, 2010, the state land planning agency shall annually submit a written report to the Administration Commission (“Commission”) describing the progress of the Florida Keys Area toward completing the work program tasks specified in commission rules. The land planning agency shall recommend removing the Florida Keys Area from being designated as an area of critical state concern to the commission if it determines that:

1. All of the work program tasks have been completed, including construction of, operation of, and connection to central wastewater management facilities pursuant to Section 403.086(10), F.S. and upgrade of onsite sewage treatment and disposal systems pursuant to Section 381.0065(4)(1), F.S.;
2. All local comprehensive plans and land development regulations and the administration of such plans and regulations are adequate to protect the Florida Keys Area, fulfill the legislative intent specified in subsection (2), and are consistent with and further the principles guiding development; and
3. A local government has adopted a resolution at a public hearing recommending the removal of the designation.

(c) After receipt of the state land planning agency report and recommendation, the Administration Commission shall determine whether the requirements have been fulfilled and may remove the designation of the Florida Keys as an area of critical state concern. If the commission removes the designation, it shall initiate rulemaking to repeal any rules relating to such designation within 60 days. If, after receipt of the state land planning agency’s report and recommendation, the Commission finds that the requirements for recommending removal of designation have not been met, the Commission shall provide a written report to the local governments within 30 days after making such a finding detailing the tasks that must be completed by the local government.

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## Findings

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The 30-Day Report is in the form of a table listing both the tasks under the Work Program that must be accomplished for substantial progress to be achieved and the specific, proposed strategies that were developed with the Florida Keys communities to achieve the Work Program tasks.

The 30-Day Report contains the status of the Work Program tasks in the third column as either “achieved” or “not achieved”. The 30-Day Report includes comments and information submitted by Monroe County, the City of Marathon, the Village of Islamorada, Key Largo Wastewater

Treatment District, the Florida Department of Health, the Florida Department of Environmental Protection and the Florida Fish and Wildlife Conservation Commission. This Executive Summary should be used in combination with the 30-Day Report to expedite review.

The construction of wastewater facilities in the Florida Keys is an excellent example of Governor Scott's efforts to increase jobs in Florida through public/private partnerships. The wastewater projects have created jobs to construct the sewers, created additional plumbing jobs to make the connection from the home to the collection line, and have provided jobs for the resurfacing of streets and construction of stormwater swales. The companies completing these tasks rent motel rooms, buy groceries from local super markets and eat in local restaurants.

During this evaluation period, Monroe County completed 64% of the tasks targeted for completion in 2011. However, the County completed 6 additional tasks that were scheduled for completion in 2012. The tasks completed early included wastewater tasks within the Key Largo and Hawk's Cay service areas. The County working through the Key Largo Wastewater Treatment District, created as an independent special district by the Legislature in 2002 to provide



wastewater facilities within the Upper Keys area of unincorporated Monroe County, has doubled the number of connections to Equivalent Dwelling Units (EDUs) in the Upper Keys since the last report period. An EDU refers to the standardization of land uses such as housing, restaurants, office spaces, industrial plants, and hotel/motels to the level of demand for a single family dwelling unit. For the purposes of wastewater projects, the EDU is utilized to determine the connection(s) needed for a particular property or area.

Monroe County also completed the adoption of four (4) ordinances that assigned Tier Overlay Designations. The Board of County Commissioners and staff, along with an appointed Tier Designation Review Committee evaluated 3,394 parcels, conducted site visits, and held public hearings to resolve a legal challenge by a local environmental group. The re-evaluation of the parcels was a complicated and tedious task requiring many hours of evaluation, discussion, and site visits by Monroe County biologists, private consultants, and volunteers from the appointed committee. The completion of the task resulted in a cost to the County of more than \$100,000 which does not include the travel costs and salaries of the appointed committee. When the ordinances were adopted a second time, only one parcels was challenged. The County is to be commended for the completion of this difficult task which is integral to the implementation of the Building Permit Allocation System.

Of the tasks scheduled for completion by the County, four tasks were considered incomplete. A stormwater management task was delayed and no funding was allocated in the capital improvements for stormwater improvements. The County achieved 42% of the EDU

Connections in Key Largo while their goal was 50%. The fourth task relates to funding for the Cudjoe Regional Wastewater Treatment Plant. The County has indicated a shortfall in funding for the Cudjoe Regional Wastewater Treatment Plant.

The Village of Islamorada completed 69% of their assigned tasks targeted for completion in 2011. The Village's negotiations with the Key Largo Wastewater District were delayed and addendums to the request for proposal have postponed the receipt and subsequent award of the contract for the Design, Build, Operate, and Finance the wastewater system. The delays affected the Village's ability to complete four tasks. The Village anticipates reviewing the Requests for Proposal and selecting an applicant to the Design, Build, Operate, and Finance the wastewater system in December 2011. However, while the Request for Proposal makes general reference to possible funding sources for the life-cycle cost of wastewater facilities, until the Design, Build, Operate and Finance provider is selected or rejected, an agreement with the Key Largo District materializes or does not materialize, or the Village finalizes some other viable alternative, financing for the wastewater system in the Village remains uncertain.

Marathon has completed 94% of their assigned tasks targeted for completion in 2011 and completed 6 tasks scheduled for 2012. Marathon is making steady progress in completing their wastewater projects. All wastewater treatment plants for the sub areas have been constructed and connections to EDUs are increasing each day. The incomplete task requires the adoption of a Comprehensive Plan Policy discouraging private applications for Future Land Use Map amendments which would increase allowable density/intensity on lands in the Florida Keys. The Marathon City Council has directed the City Planning staff to develop a mechanism for the transfer of development rights from environmentally sensitive areas such as Grassy Key to the central portions of the City. Marathon staff anticipates completion of this task in the coming year. Due to legal circumstances beyond the City's control, a plant site was not secured at Knight's Key and the plant was not constructed. The City connected this service area through a force main to a different plant. These tasks were not counted as complete or incomplete.

## **Recommendations**

Section 380.0552(4)(b), F.S., directs the Department to provide a recommendation regarding whether substantial progress has been made towards accomplishing the tasks of the work program. The Department makes the following recommendations:

- (1) Accept the 2011 Annual Report for Monroe County, the City of Marathon and the Village of Islamorada;
- (2) Continue the Florida Keys Area of Critical State Concern designation in order to complete the Work Program requirements;
- (3) Accept the Department's recommendation that substantial progress toward accomplishing the strategies of the Work Program have been achieved for Monroe County, the City of Marathon, and the Village of Islamorada;

- 
- (4) Recognize the City of Marathon’s unprecedented progress in constructing centralized sewer and the City of Marathon’s debt to the state revolving loan fund. Direct the Areas of Critical State Concern staff to coordinate with the City of Marathon’s Planning staff to amend the City of Marathon’s Comprehensive Plan. The amendment would authorize a “one-time” award of 100 transient units. The plan amendment may also include an additional 100 units composed of units from the Administrative Relief pool and borrowing forward from the City’s future allocations; and
  - (5) Direct the Areas of Critical State Concern staff to add the request from Marathon for any future transient allocations to the Hurricane Evacuation Clearance Modeling Workshops’ agenda as a discussion item between all local governments and appropriate federal, state, and local entities.



## History

In 1972, the Florida Legislature adopted the Environmental Land and Water Management Act which provided the basis for the State to designate an Area of Critical State Concern. To be designated, an area must contain, or have a significant impact upon, environmental or natural resources of regional or statewide importance where uncontrolled private or public development would cause substantial deterioration of such resources. Examples of resources of regional or statewide significance include: state or federal parks, forests, wildlife refuges, wilderness areas, aquatic preserves, major rivers and estuaries, state environmentally endangered lands, Outstanding Florida Waters, and aquifer recharge areas. The Act was adopted prior to the 1985 Growth Management Act and was written at a time when most local governments did not have programs and personnel to guide development in a manner that would ensure that these resources would be protected.

In 1975, the Legislature designated the Florida Keys (Monroe County and its municipalities) as an Area of Critical State Concern. The Florida Keys received this designation due to the area's environmental sensitivity and mounting development pressures. The legislative intent was to establish a land use management system for the Florida Keys that would:

- Protect the natural environment and improve the near shore water quality;
- Support a diverse economic base that promotes balanced growth in accordance with the capacity of public facilities;
- Promote public land acquisition and ensure that the population of the Florida Keys can be safely evacuated;
- Provide affordable housing in close proximity to places of employment; and
- Protect property rights and promote coordination among governmental agencies that have permitting jurisdiction.



In the early 1990s, Monroe County revised its Comprehensive Plan to be consistent with the 1985 Growth Management Act. The Plan drew legal challenges from numerous parties, with litigation lasting several years. In 1997, the Administration Commission entered into a stipulated settlement agreement to resolve the litigation. The Administration Commission adopted Rule 28-20, F.A.C., containing a Work Program, that when completed, would protect the environment, resolve challenges raised by the various parties, and ultimately, lead to repeal of

the designation. These administrative proceedings highlighted specific aspects of the Florida Keys ecosystem as having already exceeded the carrying capacity thresholds of the environment to sustain additional impacts from development. Of particular concern was the declining water quality of the near shore environment due to a lack of central sewer facilities.

The Work Program has been amended by the Administration Commission to focus on four topics: water quality improvements, habitat protection, hurricane evacuation and affordable housing. When the time frame for completing the Work Program, pursuant to Rule 28-20.110, F.A.C., expired in 2007, it was clear that the construction of central wastewater facilities and the upgrade of all On-Site Sewage Treatment and Disposal Systems to advanced treatment standards would not be complete by the 2010 legislative deadline. As a result, the local governments of the Florida Keys were successful in obtaining a legislative change to provide a deadline extension from December 2010 to December 2015 for all sewage disposal systems to be upgraded to meet standards that were initially adopted by the Florida Legislature in 1999<sup>1</sup>.

The Florida Administration Commission, in 2011, adopted amended rules for Monroe County, and new rules for the City of Marathon and the Village of Islamorada to update the list of unfinished tasks and establish measurable wastewater construction priorities and dates. The adopted rules also implemented Chapter 403, F.S., by adopting the wastewater treatment construction schedule provided for in Section 403.086(10)(b), F.S.

## Geographic and Environmental Setting



The Florida Keys are a chain of lushly vegetated tropical islands surrounded by clear shallow ocean waters teeming with sea life. The islands are connected by a narrow ribbon of US Highway 1 stretching 112 miles and spanned by 19 miles of bridges. The highest point of elevation along these rocky islands is only 18 feet above sea level and there is no point that is more than 4 miles from water. The Florida Keys are isolated from the rest of the state and receive electricity and potable water from Florida City, located on the Florida mainland.

The environment and the economy are inextricably linked in the Florida Keys. Tourism is the chief economic engine in the Florida Keys with over \$1.2 billion dollars being spent annually by over 3 million visitors. Nestled in the turquoise-blue waters, among sensitive coral reefs and

<sup>1</sup> See Technical Appendix for standards in Sections 381.0065(3)(h) and (4)(l) and 403.086(10), F.S.

highly productive marine nurseries, the Keys are an international mecca for sport fishing, diving, boating, cruising, and wildlife viewing. Most of the visitors travel to the Keys to participate in recreational diving, snorkeling, and wildlife viewing activities. Recreational and commercial



fishing are the next most important sectors of the local economy, annually contributing an estimated \$557 million to the local economy<sup>2</sup>. Clean water in the Keys is essential to maintaining a strong tourism base. As indicated by the Florida Keys National Marine Sanctuary, the effects of the impacts on habitat and water quality “may take years to become apparent, but these values have long-lasting socio-economic effects.” Maintenance of the Keys’ natural resources is necessary for a sustainable market economy which is dependent upon clean water and abundant natural resources. More than 33,000 jobs in the

Keys are supported by ocean recreation and tourism accounting for 58% of the local economy and \$2.3 billion annually in sales. The cost of water quality improvements in the Keys are a small fraction of the long term asset value that the natural resource provides to the economy of the Florida Keys.

The Keys ecosystem evolved in clear waters with low nutrients and its continued survival is dependent upon maintenance of clear, low nutrient waters. All the waters adjacent to the islands have been designated as Outstanding Florida Waters, and include the Florida Keys National Marine Sanctuary-the largest national marine sanctuary in the United States. The Florida Keys outer reefs form the third largest barrier reef system in the world. The natural communities that make up the Florida Keys ecosystem exist in a dynamic equilibrium, which means that changes that result in a direct impact to one community type can have profound effects on adjacent communities.

The Florida Keys form a unique sub-region that is able to support a combination of marine and tropical upland habitats that have one of the highest numbers of endemic and



<sup>2</sup> National Marine Sanctuary Program, National Oceanic and Atmospheric Administration, National Ocean Service, and US Department of Commerce. 2007. *Florida Keys National Marine Sanctuary Revised Management Plan*. <http://floridakeys.noaa.gov/mgmtplans/2007.html>

listed plant and animal species in North America. Globally imperiled habitats including tropical hardwood hammocks, pine rocklands, and coastal rock barrens all occur in the Florida Keys along with mangrove swamps and coastal salt marshes. The Keys are located within the Atlantic flyway, one of four major travel corridors in the world that migratory birds follow on spring and fall migrations that provide critical nesting, feeding and resting areas for more than 250 species of birds and the endangered Schauss Butterfly.

## Impacts of Development

Land development in the Keys has displaced nearly 50% of all upland habitats and created a patchwork of land cover resulting in reduced ecological functions such as lower biodiversity, increased vulnerability to invasion by exotic plant and animal species and decreased gene flow within and among endemic species. The situation is exacerbated by past wastewater management practices.



Within the Florida Keys, the construction

of wastewater infrastructure has not kept pace with development. Historically, development in the Keys relied on the use of cesspits and septic tanks which provide little or no treatment of



domestic wastewater in porous limerock substrates. Cesspits are man-made holes in the ground with no bottom and drain field. Wastewater Treatment Package Plants in the Florida Keys dispose of their treated effluent below the ground using either shallow 90 foot injection wells or 3,000 foot deep injection wells. The effluent from these sources containing nutrients and human pathogens rapidly migrate to surface water as a result of tidal pumping. The cumulative effects of these discharges have led to water quality degradation. Since 1999, there have been ongoing local and state efforts to upgrade or connect to central sewer 23,000 On-Site Sewage Treatment Systems (which initially included 2,800 illegal cesspits) and approximately 249 Wastewater Treatment Package Plants. These systems were targeted for upgrade by December 2010.

In 2009, it became clear that the local governments would be unable to meet the deadline. Through a collaborative process, the legislation was amended to extend the deadline for upgrading wastewater treatment systems to 2015. Senate

Bill 550 revised Sections 380.0552, 381.0065 and 403.086, F.S., to accomplish the wastewater tasks (included in the Technical Appendix).

The Florida Keys Area of Critical State Concern includes the local governments of unincorporated Monroe County, the City of Marathon, the Village of Islamorada, the City of Layton, the City of Key Colony Beach and the City of Key West. A profile of each community can be found in the Technical Appendix of this report. The Cities of Layton, Key Colony Beach and Key West have already constructed centralized sewer systems that provide advanced wastewater treatment. Only unincorporated Monroe County, the City of Marathon, and the Village of Islamorada have tasks within the Work Program regarding the construction of these facilities, although the Key Largo Wastewater Treatment District is expressly responsible under Section 403.086(10), F.S., for providing wastewater facilities within its jurisdiction. To date, \$574 million has been spent on funding for centralized sewer systems for the Florida Keys. The State and Federal governments have contributed \$135 million in grants and \$144 million in loans. Local governments of the Florida Keys have contributed \$285 million from local funds.

Though Layton, Key Colony Beach and Key West have completed their wastewater tasks, they along with Monroe County, Marathon and Islamorada must coordinate together with the State Land Planning Agency and the Division of Emergency Management for hurricane evacuation as part of the Work Program. All local governments in the Florida Keys are tied together by the need to maintain a hurricane evacuation clearance time of 24 hours prior to the onset of hurricane-force winds. Additionally, all local governments rely on electricity and potable water that is generated on the mainland, leaving the entire 112 miles of Florida Keys communities vulnerable in the event of a major hurricane. Evacuation of the Keys population in advance of a hurricane strike is of paramount importance for public safety. Virtually all evacuees leave by way of US Highway 1 and seek shelter outside Monroe County. Computer modeling is used to estimate the maximum number of cars and people that can be evacuated within the 24 hour clearance time that has been established within the comprehensive plans of all the communities and is also required by Section 380.0552 (9)(a)2., F.S. For hurricane evacuation, Administration Commission directed the Areas of Critical State Concern staff to:

- Conduct workshops in the Florida Keys with the local governments to update the hurricane evacuation clearance time model with recently released 2010 US



Census data;

- Evaluate potential build out scenarios and determine how much additional development can occur and still evacuate the permanent population of the Florida Keys within 24 hours as required by Section 380.0552(9)(a), F.S.; and
- Develop a memorandum of understanding regarding the variables and assumptions used in the hurricane evacuation model.

The Areas of Critical State Concern staff will initiate the hurricane evacuation workshops in January 2012 in conjunction with the local governments within the Florida Keys, South Florida Regional Planning Council, the Division of Emergency Management, the Florida Department of Transportation, and other local groups to explore future potential growth scenarios to evaluate the remaining development that may take place within the Florida Keys.

Related to this issue, the City of Marathon has requested that the Administration Commission recognize the achievements of the City and the debt that the City has incurred through loans from the State Revolving Loan Fund and award 200 transient units to the City. The City's formal request letter, dated August 8, 2011, is included as an attachment to the Executive Summary.

## Status of Work Program Task Achievement

The local governments' status in accomplishing each task can be found on the attached 30 Day Report Matrices. The following narrative summarizes the collective progress toward achieving the Work Program Tasks scheduled for completion during the Year 2011. The tasks from the Work Program matrix are framed in the box with the status below.

**The Administration Commission directed the local governments to submit a report annually on the land acquisition funding and efforts in the Florida Keys and the purchase of parcels where a local government building permit allocation has been denied for 4 years or more. (Rules 28-18.400(5)(a)6., 28-19.310(5)(a)1., and 28-20.140(5)(a)7., F.A.C.)**

The Florida Keys have been on the Forever Florida priority acquisition list for the Division of State Lands since 1983. Since that time, the State has spent more than \$241 million acquiring 9,546 acres of environmentally sensitive land. Approximately 60-70% of the Florida Keys area is in public ownership.

In 2006, it was estimated that approximately \$354 million would be needed to acquire the balance of the vacant privately owned environmentally sensitive lands in the Florida Keys. This represents about 15% of the land in the Florida Keys.

Development within the Keys is implemented through a competitive application procedure that directs growth away from environmentally sensitive land and guides development toward areas containing minimal vegetation with infrastructure such as potable water, central sewer, paved roads, and electricity. Each local government has adopted a cap on the number of new residential dwelling units that can be constructed each year. Land owners whose applications do not compete well in the building permit allocation system due to the environmental sensitivity of the parcel may apply for Administrative Relief if they have not been awarded a permit within four years of their initial application. If the parcel is located within a Florida Forever targeted acquisition area, or within areas targeted for acquisition by the local government, the local government may offer to purchase the property. If not, the applicant may be awarded a building permit or continue in the building permit allocation system and earn additional points toward a future allocation.

**Monroe County:** During the past year, Monroe County considered five Administrative Relief applications and purchased 25.6 acres at a cost of \$714,554. An additional \$65,000 was spent on other environmentally sensitive land for a total acquisition of 26.5 acres for the year. The Monroe County Land Authority was reimbursed \$450,000 for land purchases made within the Big Pine Key Deer Sanctuary that were subsequently deeded to the Federal Government. The Land Authority also spent \$308,000 for the removal of invasive plants and restoration of publicly owned land.

**Marathon:** During this period, there were no administrative relief permits that were located within Florida Forever boundaries for the City of Marathon.

**Islamorada:** The Village considered two Administrative Relief applications that were located within the Florida Forever boundaries. No offers for purchase were made.

*By July 1, 2011, and each year thereafter, the local governments shall apply to the South Florida Water Management District for stormwater funding. (Rules 28-18.400(5)(d)2. and 28-20.140(5)(d)2., F.A.C.)*

Due to budget constraints at the state level, no stormwater funding was available from the South Florida Water Management District. As a result, none of the local governments applied for funding. This task was not counted in the determination of substantial progress and remains for completion in future years.

*Local governments were directed to complete projects identified in the Stormwater Management Master Plan. (Rules 28-18.400(5)(d) and 28-20.140(5)(d), F.A.C.)*

**Monroe:** The County scheduled projects on Card Sound Road but was unable to move forward with construction due to budgetary, permitting and ownership constraints.

**Marathon:** Marathon completed all targeted stormwater improvements.

**Islamorada:** Islamorada had no stormwater projects identified for completion.

*By July 1, 2011, each local government shall develop and implement local funding necessary to timely fund wastewater and future operation, maintenance, and replacement of facilities. (Rules 28-18.400(5)(b)4., 28-19.310(5)(b)5., and 28-20.140(5)(b)6., F.A.C.)*

**Monroe:** Monroe County allocated \$76 million in the Capital Improvements Budget for wastewater facilities. The County has spent \$128 million for wastewater improvements to date. The County has received \$24 million in State grants, \$79 million in State loans and \$29 million from Federal funding sources.

The County has provided funding to the Key Largo Wastewater District, Hawk's Cay, Bay Point, Big Coppitt, Stock Island and the Cudjoe Regional Facility. The County indicates a deficit of funding to complete the Cudjoe System in the amount of \$158 million. The County will hold a referendum this spring to seek voter approval to extend the Infrastructure Sales Tax with proceeds used for the construction of central wastewater facilities. The County has established varying rates of assessment for the wastewater facilities. The assessment for the Cudjoe Facility is projected to be \$23,000 per household without additional state or federal funding.



**Marathon:** The City adopted a Capital Improvements Budget of \$12 million for wastewater facilities. To date, the City has expended \$84 million for wastewater from local funds. The City has received \$14 million in State grants, \$60 million in State loans and \$20 million from Federal funding sources.

**Islamorada:** The Village adopted a Capital Improvements Budget of \$276,000 for wastewater facilities. The Village has spent \$3.5 million for wastewater improvements to date. The Village has received \$11 million in State grants, \$5 million in State loans and \$2 million from Federal funding sources.

***By July 1, 2011, and each year thereafter, each local government shall annually evaluate its wastewater needs, allocate funding for wastewater implementation, and apply to at least one state or federal grant program for funding. (Rules 28-18.400(5)(b)3., 28-19.310(5)(b)4., and 28-20.140(5)(b)5., F.A.C.)***

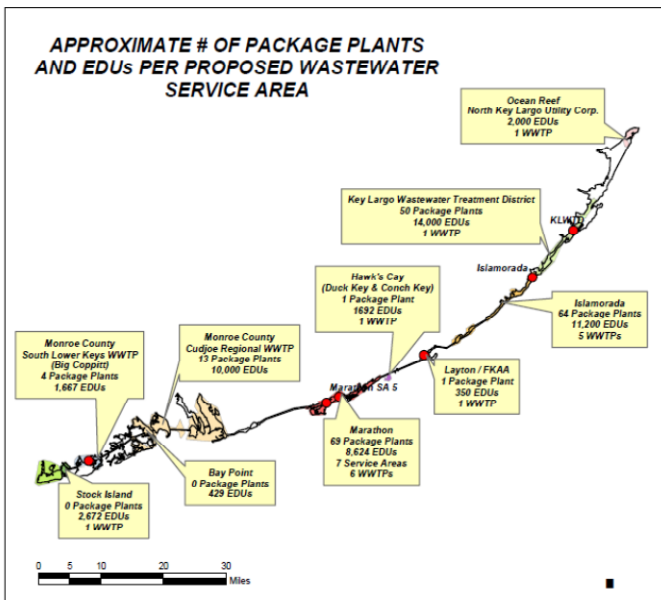
**Monroe:** The County has applied for funding.

**Marathon:** The City did not apply for funding because they are fully funded.

**Islamorada:** The Village has applied for funding.

***The Administration Commission directed the local governments to continue implementation of the Wastewater Master Plan, to define a construction schedule by phases, to develop facility plans and secure funding to implement the plan.***

The construction of modern, centralized wastewater infrastructure is essential to support the marine environment, public health, and quality of life and economy of the Florida Keys. Beginning in 1987, the Administration Commission has encouraged the construction of local government wastewater facilities to achieve higher levels of treatment, and the elimination of small, older wastewater plants, septic tanks and cesspits. Based on significant evidence that poor water quality in the Keys was related to inadequate wastewater management, the Legislature enacted Section 6 of Chapter 99-395, Laws of Florida, as amended, as well as Sections 381.0065(3)(h) and (4)(l) and 403.086(10), F.S., to require all sewage facilities in Monroe County and its municipalities, including septic tanks, package plants and cesspits, to comply with the treatment standards by 2010. This deadline was extended to 2015 during the 2010 legislative session to provide additional time for local governments to secure financing and complete construction.



**Monroe:** Funding and construction is underway for all service areas within unincorporated Monroe County with the exception of the Cudjoe Regional Wastewater Treatment Plant. The County has completed the design of the Cudjoe Regional Wastewater Treatment Plant proposed for the Lower Keys. The Cudjoe Regional Wastewater Treatment Plant spans 50 miles of islands including Big Pine, Big Torch, Little Torch, Summerland, Sugarloaf and Cudjoe Keys. The transmission and collection line design for the central service area has been completed. However, the outer collection system has not been designed.

The County will place the Infrastructure Sales Tax referendum on the 2012 ballot. If approved by the voters, the Infrastructure Sales Tax for 12 years would generate approximately \$50 million in bond proceeds. The County has indicated that additional funding must come from the federal or state government to reduce the cost to residents. Without a state or federal subsidy, the projected cost to residents could be as high as \$23,000 per EDU.

Approximately \$158 million is needed to construct the Cudjoe Regional Wastewater Treatment Plant. The funding source has not been identified and assessments have not been levied. It is unlikely that the County will be able to complete this system by the 2015 deadline. Given the challenging economic times, the County may need to re-evaluate the scope of the wastewater service areas. However, any changes to the existing service areas must be consistent with the requirements of Section 403.086(10), F.S., which requires the County to provide complete wastewater facilities for all areas designated within the defined service area(s) in the Monroe County Sanitary Master Wastewater Plan. Any proposed changes to the service area would have to be approved by the Administration Commission, in consultation with the Department of Environmental Protection. In addition, any properties not served by central wastewater facilities are required to have On-Site Sewage Treatment and Disposal Systems meeting the requirements of Section 381.0065(4)(1), F.S. The County should also explore with the Florida Department of Health and the Area of Critical State Concern staff how to eliminate approximately 800 cesspits that continue to remain within this service area. Cesspits in the designated service areas were not required to upgrade during the cesspit elimination program because it was anticipated that central sewer would be available by 2010.

The Department of Environmental Protection has recommended that “the County provide a financial plan for completing its wastewater improvements from local sources, which could certainly be reduced if state or federal funds become available. Meeting the deadline for having upgraded and operational facilities by December 2015 is not contingent on external funding

sources, and that same law and the Administration Commission rules based on it require the development of a capital financing plan. Such a plan cannot be defined as adequate if it relies on uncertain external sources of funding.”

**Marathon:** All treatment plants have been constructed. The collection and transmission mains are all under construction or completed. All customers have been notified to connect to the collection system. Those who have not connected have been referred to code enforcement and the utility bills the applicant for the monthly fee.

**Islamorada:** The Village advertised to receive proposals for a Design, Build, and Operate Wastewater Treatment system. The proposals were required to address two options. Option 1 included the cost to construct transmission and collection lines with the effluent piped to the Key Largo Wastewater Treatment Facility. Option 2 included the cost of the transmission and collection lines and the construction of one or more treatment plants within the Village. Efforts to reach an agreement regarding the cost of the capacity at the Key Largo Wastewater Treatment Facility have caused delays in receiving the Requests for Proposal. As a result, the Village will not be prepared to select an operator until December 2011. The Village has approximately 200 cesspits that have not been upgraded. Cesspits in the designated service areas were not required to upgrade during the cesspit elimination program because it was anticipated that central sewer would be available by 2010.

**Wastewater Summary:** Of the recently constructed wastewater systems, approximately 44% of Monroe County’s EDU connections have been made. Marathon has connected 15% and Islamorada has connected 12% of their potential EDU connections. During this year, approximately 13,933 EDU connections were made. The table below summarizes the progress toward completion of connections to EDUs as of October 7, 2011. The Planned EDUs column stands for those EDUs that are currently planned to be connected while the Connected EDUs column stands for those EDU connections that have been made.

**Estimated Wastewater Connection Progress As of October 24, 2011**

<b>Project</b>	<b>Planned EDUs</b>	<b>Connected EDUs</b>
Layton	351	351
Islamorada N. Plantation	1,394	901
Islamorada Regional / Lower Matecumbe	7,008	0
Marathon Service Areas 1, 2 and 5	3,313	887
Marathon Service Area 3	2,501	0
Marathon Service Area 4	2,609	1,749
Marathon Service Area 6	928	867
Marathon Service Area 7	1,210	0
Bay Point	431	407
Conch Key	150	119
Duck Key	393	0
Hawk's Cay	909	909
Big Coppitt	1,711	1,305
Stock Island Vacuum/ Stock Island Gravity	2,750	2,616
Big Pine/Little Torch/Ramrod	4,931	0
Lower Sugarloaf	0	0
Cudjoe/Summerland/Upper Sugarloaf	3,714	0
Key Largo Facility- Basin A	1,066	252
Key Largo Facility - Basin B	1,784	337
Key Largo Facility - Basin C	1,034	652
Key Largo Facility - Basin D	1,004	354
Key Largo Facility - Basin E	1,353	963
Key Largo Facility - Basin F	2,470	459
Key Largo Facility - Basin G	2,051	140
Key Largo Facility - Basin H	768	13
Key Largo Facility - Basin I	Not Determined	220
Key Largo Facility - Basins J and K	Not Determined	60
Key Largo Facility - Commercial	Not Determined	4,409
<b>Layton</b>	<b>351</b>	<b>351</b>
<b>Islamorada</b>	<b>8,402</b>	<b>901</b>
<b>Marathon</b>	<b>10,561</b>	<b>3,503</b>
<b>Monroe</b>	<b>26,552</b>	<b>12,689</b>
<b>Florida Keys</b>	<b>45,485</b>	<b>17,093</b>



## CITY OF MARATHON, FLORIDA

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9805 Overseas Highway, Marathon, Florida 33050  
Phone: (305) 743-0033 Fax: (305) 743-3667  
www.ci.marathon.fl.us

**8 August 2011**

Secretary Billy Buzzett  
Florida Department of Community Affairs  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399

Dear Secretary Buzzett:

It has been a pleasure to work with you and the staff of the Department of Community Affairs. Thank you for the time spent with the City of Marathon during our recent visit to Tallahassee. The City looks forward to meeting with you during your visit to the Florida Keys next week.

Pursuant to our ongoing dialogue, this letter has been drafted as a request to obtain transient residential units outside of the framework of the Rate of Growth Ordinance (ROGO) and in consideration of the current operational approach to implementing the hurricane evacuation model in the Florida Keys. The City of Marathon is seeking 100 transient residential units (hotel/motel or RV units) immediately and a number not to exceed 1,000 transient residential units over ten years predicated upon the output of the County hurricane evacuation model.

During our meeting with you in March of this year, the principal focal point of our discussion was the revitalization of Marathon through the development of hotel/motel resort facilities which would lend themselves to the City's character as a family friendly destination. We discussed future options in light of the City's aggressive completion of infrastructure improvements required under the City's Work Program adopted as part of its Comprehensive Plan.

Highlighting our achievements, the City will complete its obligations for necessary wastewater improvement under 99-395, Laws of Florida on time. At the same time, the City will complete a stormwater system throughout the City, incorporating all of its roads. This stormwater system far outreaches the expectations of the County's stormwater master plan for the area and won the praise of, and Pisces Award from, the Florida Department of Environmental Protection. This renewal has occurred through sound fiscal management, coordination with its partners, and prudent utilization of available State and federal grant and loan opportunities. The City has worked strategically with the State, utilizing the State Revolving Fund Loan Program, available at rates well below the market, to leverage greater value for its dollar in the construction of its stormwater and wastewater infrastructure. The City stood "shovel ready" when federal ARRA (American Recovery and Reinvestment Act of 2009) funds became available to Keys' stormwater and wastewater projects.

Similarly, the City has worked diligently to acquire and steward the remaining and vital natural resources within the City's limits. The City will soon receive a grant award from the NOAA Coastal and Estuarine Lands Conservation Program (CELCP), through the Florida Department of Environmental Protection. This grant was ranked 6 of 42 project proposals nationally and was first for State of Florida nominated projects. Funding through CELCP will help the City acquire Boot Key, a 1,100 acre island within the City's jurisdiction that

constitutes one of the most significant remaining natural areas in the Florida Keys and represents a tremendous passive recreational opportunity.

As you know, the allocation of residential density in the Florida Keys stems from the County's approval of the ROGO Ordinance in 1993. Through ROGO, the total number of future residential unit allocations was based upon the physical limitations imposed by U.S. Highway 1 when safely evacuating the residents and visitors to the Florida Keys within a twenty-four (24) hour period in the event of a pending hurricane. Upon incorporated in 1999, the City of Marathon obtained thirty (30) residential allocations annually, subtracted from the total number originally available to the County.

Transient residential units are a sub-set of the total number of residential unit allocations. However, transient residential units do not factor significantly into the hurricane model. Based agreement between State and County Emergency Management offices, transient hotel/motel occupants, State Park occupants, and those in mobile homes and low lying areas are required to leave the County before the County's permanent residents are asked to evacuate under State and federal emergency management guidelines and the hurricane evacuation operational standards pursuant to the referenced agreement. Therefore, by the time that an evacuation is officially declared, all transient unit occupants have left the County.

The City awaits future efforts to run the hurricane evacuation model for the Florida Keys, but believes a number of additional factors will weigh in favor of the City's request to receive transient units. ROGO was developed in consideration of the 1990 permanent and seasonal populations of the Florida Keys. The impacts of the 2004 and 2005 hurricane seasons, the most strenuous downturn in the nation's economy since the Great Depression, and the effects of the summer 2010 Gulf Coast oil spill have reduced through attrition the 2000 census population of the Florida Keys. The population of Marathon in 2000 was estimated at 10,225. Comparison of the 2000 and 2010 census figures indicate a 19.1 percent (1,958 permanent residents) loss in population during the decade to 8,267. And, there are fewer permanent residents in Marathon now than at the time of the 1990 census; then standing at a population of 8,857. Monroe County is one of only two counties of 67 in Florida that had a loss in population between the 2000 and 2010 census periods. These facts lead to two basic and critical points:

1. Over and above the fact that transient units do not significantly affect the Florida Keys hurricane evacuation model, the City of Marathon has far fewer residents to evacuate than it did three (3) years prior to ROGO adoption by the County; and
2. The City of Marathon is straining under the impacts to its residents of three major events in the past six (6) years of its short twelve (12) year history. The City must make necessary efforts to revitalize its economy.

The City visualizes this point in time as an opportunity to refurbish older, less economically viable "mom and pop" motels into hotel/motel resorts that will help the City's family oriented community thrive. The City's airport, currently without commercial carriers may be uplifted as well with the additional passenger load that hotel/motel development would afford. Such development will be supportive of the City's efforts to make Boot Key Harbor and its airport "ports of entry" for vessels and aircraft arriving from foreign countries.

The City believes that it can and must capture a greater percentage of the more than three million people that visit the Florida Keys each year. Tourism is the basis of the Keys economy. Consideration of the City's Comprehensive Plan and other sources indicates that the City has approximately 1,700 transient units between traditional hotel/motel units, time share condominium dwellings, vacation rental homes, and recreational

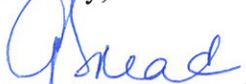
vehicle sites. The City believes that with its essentially urban character, it will be economically sustained with the redevelopment or future development of approximately 1.5 times the 1,700 transient units noted above. It is anticipated that new development in the area will expand the tax base while imposing limited impacts to existing properties and development. A recent study developed for the Marathon market through the University of Miami, Department of Economics, indicates that a hotel in the range of 100 rooms will generate some 532 jobs in the local economy. Approximately 319 would be short term construction related positions, while the remaining 213 would include positions related to the long term operation of hotel services, associated eating establishments and amenities such as hotel fitness and recreation facilities. Expenditures related to hotel construction would immediately filter into the local economy, while the salaries related to the long term positions created would have the long term effect of expanding the local economy. This type of development, within the scope of projected City build-out, was anticipated in the engineering and design of the City of Marathon stormwater and wastewater systems. They will assist to pay down the debt and continuing costs associated with these systems.

The City of Marathon has a maximum hotel/motel density of 25 units per acre. We expect typical hotel/motel sizes of around 100 units. Thus, the request would require a total vacant or redeveloped land area of forty (40) acres in ten (10) parcels each of a minimum four (4) acres. The City's Comprehensive Plan indicates that there is enough vacant land to accommodate as many as 1,000 units and that such proposed development would be possible without impacts to natural areas within the City. The request would require that necessary public services are available at the time of development. The City's wastewater system has been developed and constructed to handle projected build-out of its vacant properties. City services such as solid waste, potable water, and traffic infrastructure are and will remain adequate. There will not be a significant impact on the existing housing stock as the development would occur over a significant but discrete period and hotel/motel developments are currently required to provide for workforce housing. We presume that in the process an aging housing stock throughout the City will be redeveloped.

In summary, the City of Marathon is requesting an allocation of 100 transient residential units this year and up to a total of 1,000 transient units in the coming ten (10) years. The City of Marathon has accepted and will meet the challenge to provide state-of-the-art wastewater and stormwater infrastructure by July 2010 (end of 2011). We are similarly working diligently to acquire remaining natural areas within the City, notably Boot Key. The City believes it is prepared for and is poised for a significant redevelopment of its aging "mom and pop" motel stock into family friendly hotel/motel resort developments. We believe that this development will revitalize and then sustain the City's residents and their businesses. The City's request for additional transient units, outside of the ROGO allocation process, is in keeping with the goals of its Comprehensive Plan and will not impact a major component of that Plan, the hurricane evacuation element. We seek your vital assistance in accomplishing the City's goal towards revitalizing and reinvigorating its economy.

Please help Marathon expeditiously accomplish its goal to bring the additional transient residential units to fruition. We will provide any additional information that you might need. We will answer any questions that you might have. Please do not hesitate to contact us.

Sincerely,

  
Mayor Ginger Snead  
City of Marathon

2011 Florida Keys Annual Progress Report Summary

<p><b>A. Monroe</b></p>	
<p><b>Monroe Tasks Completed</b>          Task 12: Apply for land acquisition funding          Task 20: Wastewater funding in CIP          Task 22: Request Everglades bond issue          Task 23 Provide local funding for Everglades bond          Task 25: Apply for wastewater funding          Task 35: complete construction of collection basins l-k          Task 50: complete design of cudjoe plant and central collection system</p>	
<p><b>Monroe Tasks completed Early</b>          Task 3: Review of 3,000 tier parcels          Task 31: complete south transmission line          Task 32: complete design of collection basin c-k          Task 33: construct collection basins e-h          Task 34: schedule construction of collection basins i-k          Task 40: upgrade of hawks cay plant</p>	
<p><b>Monroe Tasks Not complete:</b>          Task 27: Implement local funding necessary for construction, maintenance          Task 36: Complete 50% of hook ups (30-40 complete)          Task 60: Allocate stormwater funding in CIP          Task 62: Stormwater project Card Sound Rd</p>	
<p><b>Monroe not counted for or against</b>          Task 61: Apply for stormwater funding</p>	
<p>Monroe: completed 7 out of 11 tasks (64%) scheduled for this year and completed 6 additional tasks early.</p>	



<b>B. Marathon</b>	
<p><b>Tasks Completed:</b></p> <p>Task 2: Amend plan to develop mechanism for administrative relief</p> <p>Task 3: Amend LDRs regarding administrative relief for land acquisition</p> <p>Task 4: Amend comp plan to limit allocations in hammock</p> <p>Task 5: Amend ldrs to limit hammock allocations</p> <p>Task 7: Apply for land acquisition funding</p> <p>Task 15: Allocate funding in CIP</p> <p>Task 18: Allocate local funds to construct, operate, maintain wastewater</p> <p>Task 19: Request Everglades bonds issuance</p> <p>Task 21: Allocate local funding to support Everglades bond</p> <p>Task 30: Boot key septic upgrade</p> <p>Task 32: Complete sub area 3 plant</p> <p>Task 33: Complete sub area 3 collection system</p> <p>Task 34: Initiate connections to sub area 3</p> <p>Task 43: Complete connections to sub area 6</p> <p>Task 51: Allocate funding for stomrwater in CIP</p> <p>Task 53: Stormwater for sub area 3</p>	
<p><b>Marathon Tasks Completed early:</b></p> <p>Task 16: Code enforcement for those who do not connect to collection system</p> <p>Task 46: Award design of collection system for sub area 7</p> <p>Task 54: Stormater for sub area 5</p> <p>Task 55: Stormwater for sub area 7</p> <p>Task 56: Remove stormwater outfalls</p>	
<p><b>Marathon Tasks Not Achieved</b></p> <p>Task 6: Discourage increases in density</p>	
<p><b>Marathon Tasks not counted for or against</b></p> <p>Task 17: Apply for wastewater funding</p> <p>Task 25: Secure site (substituted force main substitute to sub area 1</p> <p>Task 26: Build plant, substituted force main to sub area 1</p> <p>Task 52: Apply for stormwater funding</p>	

Marathon completed 16 out of 17 tasks (94%) and completed 5 tasks early.

<b>C. Islamorada</b>	
<b>Islamorada Tasks complete:</b> Task 2: Apply for land acquisition funds Task 9: Identify wastewater funding in CIP Task 12: Apply for wastewater funding Task 14: Implement local funding necessary to construct, replace, maintain wastewater Task 15: Request Everglades bond financing Task 16: Develop local funding to support Everglades bonding Task 19: Submit finance plan Task 21: Advertise for design, build, operate Task 23: Make available capacity for 700 additional PK connections (450)	
<b>Islamorada Tasks Not Achieved</b> Task 20: Conclude negotiations with Key Largo WWD for capacity Task 22: Contract for capacity not signed Task 24: Selection of Design Build Operate contractor delayed until Dec. 2011 Task 25: Submit status report demonstrating ability to complete work by 2015 (delayed until Dec)	
<b>Islamorada not counted for or against</b>	
Apply for stormwater funding not identified as a task	

Islamorada completed 9 out of 13 tasks (69%) .

**Village of Islamorada  
2011 - 30-Day Report**

		Status	Islamorada Comments	Department of Environmental Protection Comments	Department of Health Comments	Rule Completion Date	Comprehensive Plan Amendment Required
Line #	<b>WORK PROGRAM REQUIREMENTS PURSUANT TO RULE 28-19.310, F.A.C.</b>	<b>Achieved/Not Achieved</b>			<b>No On-Site Disposal System tasks this year</b>		
1	<b>(5)(a) Carrying Capacity Study Implementation.</b>						
2	1. By July 1, 2011 and each July 1 thereafter, Islamorada shall evaluate its land acquisition needs and state and federal funding opportunities and apply to at least one state or federal land acquisition grant program.	Achieved	On July 1, 2011, Islamorada submitted application to the NOAA for NRDA funding.	We have no information regarding whether the Village has applied for land acquisition funding		July 1, 2011	
3	2. By July 1, 2012, Islamorada shall enter into a memorandum of understanding with the Department of Community Affairs, Division of Emergency Management, Marathon, Monroe, Key West, Key Colony Beach, and Layton after a notice, public workshop and comment period of at least 30 days for interested parties. The memorandum of understanding shall stipulate, based on professionally acceptable data and analysis, the input variables and assumptions, including regional considerations, for utilizing the Florida Keys Hurricane Evacuation Model or other models acceptable to the Department to accurately depict evacuation clearance times for the population of the Florida Keys.					July 1, 2012	
4	3. By July 1, 2012, the Florida Keys Hurricane Evacuation Model shall be run with the agreed upon variables from the memorandum of understanding. Islamorada and the Department of Community Affairs shall update the data for the Florida Keys Hurricane Evacuation Model as professionally acceptable sources of information are released (such as the Census, American Communities Survey, Bureau of Business and Economic Research, and other studies). Islamorada shall also evaluate and address appropriate adjustments to the hurricane evacuation model within each Evaluation and Appraisal Report.					July 1, 2012	
5	4. By July 1, 2012, Islamorada shall complete an analysis of maximum build-out capacity for the Florida Keys Area of Critical State Concern, consistent with the requirement to maintain a 24-hour evacuation clearance time and the Florida Keys Carrying Capacity Study constraints. This analysis shall be prepared in coordination with the Department of Community Affairs, Monroe County and each municipality in the Keys.					July 1, 2012	
6	5. By July 1, 2012, the Department of Community Affairs shall apply the derived clearance time to assess and determine the remaining allocations for the Florida Keys Areas of Critical State Concern. The Department will recommend appropriate revisions to the Administration Commission regarding the allocation rates and distribution of allocations to Monroe County, Marathon, Islamorada, Key West, Layton and Key Colony Beach or identify alternative evacuation strategies that support the 24-hour evacuation clearance time. If necessary, Department of Community Affairs shall work with each local government to amend the Comprehensive Plans to reflect revised allocation rates and distributions or propose rule making to the Administration Commission.					July 1, 2012	
7	6. By July 1, 2013, based on the Department of Community Affairs' recommendations, Islamorada shall amend the current building permit allocation system (BPAS in the Comprehensive Plan and Land Development Regulations) based on infrastructure availability, level of service standards, environmental carrying capacity constraints, and hurricane evacuation clearance time.					July 1, 2013	Yes

**Village of Islamorada  
2011 - 30-Day Report**

		Status	Islamorada Comments	Department of Environmental Protection Comments	Department of Health Comments	Rule Completion Date	Comprehensive Plan Amendment Required
Line #	<b>WORK PROGRAM REQUIREMENTS PURSUANT TO RULE 28-19.310, F.A.C.</b>	<b>Achieved/Not Achieved</b>			<b>No On-Site Disposal System tasks this year</b>		
8	<b>(5)(b) Wastewater Implementation.</b>						
9	1. Beginning July 1, 2011 and each July 1 thereafter, Islamorada shall identify any funding for wastewater implementation. Islamorada shall identify any funding in the annual update to the Capital Improvements Element of the Comprehensive Plan.	Achieved	Identified in FY 10-11 CIE of Comp Plan: Wastewater Planning Non-ad valorem Assessment \$90,400; Infrastructure Tax (discretionary sales surtax) \$113,469; Army Corps of Engineers PCA \$72,500	Complete		July 1, 2011	HB 7207 removes the requirement that the capital improvement schedule be an amendment to the comprehensive plan.
10	2. By December 1, 2013, Islamorada shall provide a final determination of non-service areas requiring upgrade to meet Sections 381.0065(4)(l) and 403.086(10), F.S., wastewater treatment and disposal standards. This shall be in the form of a resolution including a map of the non-service areas.					December 1, 2013	
11	3. By December 1, 2013, Islamorada shall work with the owners of wastewater facilities and on site systems throughout the Village and the Department of Environmental Protection (DEP) and the Department of Health (DOH) to fulfill the requirements of Sections 381.0065(3)(h) and (4)(l) and 403.086(10), F.S., regarding implementation of wastewater treatment and disposal systems. This will include coordination of actions with DOH and DEP to notify owners regarding systems that will not meet 2015 treatment and disposal standards.					December 1, 2013	
12	4. By July 1, 2011 and by July 1 of each year thereafter, Islamorada shall evaluate its wastewater needs and state and federal funding opportunities and apply annually to at least one state or federal grant program for wastewater projects and connections.	Achieved	Amount of funding needed: \$132,235,000, as adopted in Resolution 10-01-10 (PDAR). Application submitted by the Nature Conservancy in June 2011 on behalf of Monroe County and Islamorada for funding through FDEP/Florida Deepwater Horizon Retoration Project Funding.	Applied for Florida Deepwater Horizon Grant		July 1, 2011	

**Village of Islamorada  
2011 - 30-Day Report**

		Status	Islamorada Comments	Department of Environmental Protection Comments	Department of Health Comments	Rule Completion Date	Comprehensive Plan Amendment Required
Line #	<b>WORK PROGRAM REQUIREMENTS PURSUANT TO RULE 28-19.310, F.A.C.</b>	<b>Achieved/Not Achieved</b>			<b>No On-Site Disposal System tasks this year</b>		
13	<b>(5)(b) Wastewater Implementation.</b>						
14	5. By September 1, 2011, Islamorada shall develop and implement local funding programs necessary to timely fund wastewater construction and future operation, maintenance and replacement of facilities.	Achieved	On July 28, 2011, the Village Council adopted Resolution 11-07-47, Phase 1 Wastewater Collection and Treatment Facilities Final Assessment Resolution, which provides for an estimated \$20 million in anticipated project cost funding.			September 1, 2011	
15	6. By July 1, 2011 and each July 1 thereafter through 2013, Islamorada shall annually draft a resolution requesting the issuance of a portion of the \$200 million of bonds authorized under Section 215.619, F.S., and an appropriation of sufficient debt service for those bonds, for the construction of wastewater projects within the Florida Keys.	Achieved	Islamorada Resolution 11-03-13 was adopted on March 24, 2011.	Resolution 110313 March 24, 2011		July 1, 2011	
16	7. By July 1, 2011 and each July 1 thereafter through 2013, Islamorada shall develop a mechanism to provide accurate and timely information and establish Islamorada's annual funding allocations necessary to provide unmet funding needs to support the issuance of bonds authorized under Section 215.619, F.S., and to assure the timely completion of work as necessary to fulfill any terms and conditions associated with bonds.	Achieved	Spreadsheet developed in June 2011 to identify necessary annual funding allocations.	Document entitled "Capital Improvement plan cashflow timing assumptions" was developed.		July 1, 2011	
17	8. By December 1, 2013, Islamorada shall provide a report of addresses and the property appraiser's parcel numbers of any property owner that fails or refuses to connect to the central sewer facility within the required timeframe to the Monroe County Health Department, Department of Environmental Protection and the Department of Community Affairs. This report shall describe the status of Islamorada's enforcement action and provide the circumstances of why enforcement may or may not have been initiated.					December 1, 2013	

**Village of Islamorada  
2011 - 30-Day Report**

		Status	Islamorada Comments	Department of Environmental Protection Comments	Department of Health Comments	Rule Completion Date	Comprehensive Plan Amendment Required
Line #	<b>WORK PROGRAM REQUIREMENTS PURSUANT TO RULE 28-19.310, F.A.C.</b>	<b>Achieved/Not Achieved</b>			<b>No On-Site Disposal System tasks this year</b>		
18	<b>(5)(c) Wastewater Project Implementation.</b>						
19	1. By June 1, 2011, Islamorada shall provide a wastewater financing plan to the Department of Community Affairs and Administration Commission.	Achieved	Financing plan included in Design, Build, Operate, Finance Request for Proposals. Draft transmitted to State on 5/31/11 and final on	Document entitled "Capital Improvement plan cashflow timing assumptions" was developed.		June 1, 2011	
20	2. By July 1, 2011, Islamorada shall conclude negotiations with Key Largo Wastewater Treatment District for treatment capacity.	Not Achieved	On 9/06/11, Key Largo Board agreed to reopen negotiations - Village and Board staff and attorneys are working through terms of the agreement.	Negotiations are ongoing		July 1, 2011	
21	3. By July 1, 2011, Islamorada shall advertise for proposal for design build operate finance construction of Village-wide wastewater system.	Achieved	Design, Build, Operate, Finance Request for Proposals released/advertised on June 29, 2011.	Proposals have been requested		July 1, 2011	
22	4. By July 1, 2011 submit a copy of contract agreement with Key Largo Wastewater District documenting acceptance of effluent or alternative plan with construction of wastewater treatment plants in Village that ensures completion and connection of customers by December 2015.	Not Achieved	Approval of the Firm for the Design, Build, Operate, Finance of the Village-wide Wastewater System scheduled for December	The Village has not finalized its wastewater plan.		July 1, 2011	
23	5. By July 1, 2011, Islamorada shall make available to its customers an additional 700 connections (Phase II) to the North Plantation Key Wastewater Treatment Plant (WWTP).	Achieved	Over 700 connections made available; 415 have connected as of August 2011.	Complete		July 1, 2011	
24	6. By September 1, 2011, Islamorada shall select the design build operate finance contractor for the Village-wide wastewater system.	Not Achieved	Due to delay in interlocal agreement negotiations with Key Largo, selection date has been delayed to December 2011.			September 1, 2011	
25	7. By October 1, 2011, Islamorada shall submit a wastewater construction status report to the Department of Community Affairs and the Administration Commission which includes substantial completion of construction prior to January 1, 2015 and final completion prior to July 1, 2015.	Not Achieved	The proposals for the Design, Build, Operate, Finance of the Village-wide System must be submitted by October 28, 2011 including a construction timeline. Staff identified December 15, 2011 to present the proposal ranking and request Council approval to negotiate with the top-ranked firm upon approval of the rankings a wastewater construction status report that includes the substantial completion date and final completion date can be submitted.			October 1, 2011	
26	<b>(5)(c) Wastewater Project Implementation.</b>						
27	8. By September 1, 2013, Islamorada shall complete final design of the Village-wide wastewater system.					September 1, 2013	
28	9. By December 1, 2013, Islamorada shall commence construction of the Village-wide wastewater system.					December 1, 2013	
29	10. By June 1, 2014, Islamorada shall make available to its customers 25% of the Equivalent Dwelling Unit (EDU) connections to the Village-wide wastewater system.					June 1, 2014	
30	11. By December 1, 2014, Islamorada shall make available to its customers 50% of the Equivalent Dwelling Unit (EDU) connections to the Village-wide wastewater system.					December 1, 2014	

**Village of Islamorada  
2011 - 30-Day Report**

		Status	Islamorada Comments	Department of Environmental Protection Comments	Department of Health Comments	Rule Completion Date	Comprehensive Plan Amendment Required
Line #	<b>WORK PROGRAM REQUIREMENTS PURSUANT TO RULE 28-19.310, F.A.C.</b>	<b>Achieved/Not Achieved</b>			<b>No On-Site Disposal System tasks this year</b>		
31	12. By June 1, 2015, Islamorada shall make available to its customers 75% of the Equivalent Dwelling Unit (EDU) connections to the Village-wide wastewater system.					June 1, 2015	
32	13. By December 1, 2015, Islamorada shall make available to its customers 100% of the Equivalent Dwelling Unit (EDU) connections to the Village-wide wastewater system.					December 1, 2015	

**City of Marathon  
2011 - 30-Day Report**

		Status	Marathon Comments	Department of Environmental Protection Comments	Department of Health Comments	Rule Completion Date	Comprehensive Plan Amendment Required
Line #	<b>WORK PROGRAM REQUIREMENTS PURSUANT TO RULE 28-18.400, F.A.C.</b>	<b>Achieved/Not Achieved</b>					
1	<b>(5)(a) Carrying Capacity Study Implementation.</b>						
2	1. By July 1, 2011, Marathon shall adopt a Comprehensive Plan Policy to require that administrative relief in the form of the issuance of a building permit is not allowed for lands within the Florida Forever targeted acquisition areas unless, after 60 days from the receipt of a complete application for administrative relief, it has been determined the parcel will not be purchased by any city, county, state or federal agency. Marathon shall develop a mechanism to routinely notify the Department of Environmental Protection of upcoming administrative relief requests at least 6 months prior to the deadline for administrative relief.	Achieved	Complete - Ordinance 2011-10			July 1, 2011	Yes
3	2. By July 1, 2011, Marathon shall adopt Land Development Regulations to require that administrative relief in the form of the issuance of a building permit is not allowed for lands within the Florida Forever targeted acquisition areas unless, after 60 days from the receipt of a complete application for administrative relief, it has been determined the parcel will not be purchased by any city, county, state or federal agency.	Achieved	Complete - Ordinance 2010-12			July 1, 2011	
4	3. By July 1, 2011, Marathon shall amend the Comprehensive Plan to limit allocations into high quality tropical hardwood hammock.	Achieved	Complete - Ordinance 2010-11			July 1, 2011	Yes
5	4. By July 1, 2011, Marathon shall amend the Land Development Regulations to limit allocations into high quality tropical hardwood hammock.	Achieved	Complete - Ordinance 2010-13			July 1, 2011	
6	5. By July 1, 2011, Marathon shall adopt a Comprehensive Plan Policy discouraging private applications for future land use map amendments which increase allowable density/intensity on lands in the Florida Keys.	Not Achieved	The Marathon City Council requested that the proposed ordinance include a mechanism for transfer of TDRs			July 1, 2011	Yes
7	6. By July 1, 2011, and each July thereafter, Marathon shall evaluate its land acquisition needs and state and federal funding opportunities and apply annually to at least one state or federal land acquisition grant program.	Achieved	Complete - FDEP / Florida Forever (\$1,000,000) & NOAA / CELCP (\$3,000,000 - Will be awarded \$1.511 M)	Marathon applied to the CELCP (Coastal and Estuarine Land Conservation Program) this year.		July 1, 2011	
8	7. By July 1, 2012, Marathon shall enter into a memorandum of understanding with the Department of Community Affairs, Division of Emergency Management, Monroe County, Islamorada, Key West, Key Colony Beach, and Layton after a notice and comment period of at least 30 days for interested parties. The memorandum of understanding shall stipulate, based on professionally acceptable data and analysis, the input variables and assumptions, including regional considerations, for utilizing the Florida Keys Hurricane Evacuation Model or other models acceptable to the Department of Community Affairs to accurately depict evacuation clearance times for the population of the Florida Keys.		The City of Marathon will participate fully in the re-evaluation of the Florida Keys Hurricane Evacuation Model and in the development of assumptions for any future runs of the model			July 1, 2012	
9	8. By July 1, 2012, the Florida Keys Hurricane Evacuation Model shall be run with the agreed upon variables from the memorandum of understanding. Marathon and the Department of Community Affairs shall update the data for the Florida Keys Hurricane Evacuation Model as professionally acceptable sources of information are released (such as the Census, American Communities Survey, Bureau of Business and Economic Research, and other studies). The City shall also evaluate and address appropriate adjustments to the hurricane evacuation model within each Evaluation and Appraisal Report.		The City of Marathon will participate fully in the re-evaluation of the Florida Keys Hurricane Evacuation Model and in the development of assumptions for any future runs of the model			July 1, 2012	
10	9. By December 1, 2012, Marathon shall complete an analysis of maximum build-out capacity for the Florida Keys Area of Critical State Concern, consistent with the requirement to maintain a 24-hour evacuation clearance time and the Florida Keys Carrying Capacity Study constraints. This analysis shall be prepared in coordination with the Department of Community Affairs, Monroe County and each municipality in the Keys.		The City of Marathon will modify its Comprehensive Plan and LDRs based on model outcomes			December 1, 2012	



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		Status	Marathon Comments	Department of Environmental Protection Comments	Department of Health Comments	Rule Completion Date	Comprehensive Plan Amendment Required
Line #	<b>WORK PROGRAM REQUIREMENTS PURSUANT TO RULE 28-18.400, F.A.C.</b>	<b>Achieved/Not Achieved</b>					
11	<b>(5)(a) Carrying Capacity Study Implementation.</b>						
12	10. By December 1, 2012, the Department of Community Affairs shall apply the derived clearance time to assess and determine the remaining allocations for the Florida Keys Areas of Critical State Concern. The Department will recommend appropriate revisions to the Administration Commission regarding the allocation rates and distribution of allocations to Monroe County, Marathon, Islamorada, Key West, Layton and Key Colony Beach or identify alternative evacuation strategies that support the 24-hour hurricane evacuation clearance time. If necessary, the Department of Community Affairs shall work with each local government to amend the respective Comprehensive Plans to reflect revised allocation rates and distributions or propose rule making to the Administration Commission.		The City of Marathon will participate fully in the re-evaluation of the Florida Keys Hurricane Evacuation Model and in the development of assumptions for any future runs of the model			December 1, 2012	
13	11. By July 1, 2013, based on the Department of Community Affairs' recommendations, Marathon shall amend the current building permit allocation system (BPAS in the Comprehensive Plan and Land Development Regulations) based on infrastructure availability, level of service standards, environmental carrying capacity, and hurricane evacuation clearance time.		The City of Marathon will modify its Comprehensive Plan and LDRs based on model outcomes			July 1, 2013	Yes
14	<b>(5)(b) Wastewater Implementation.</b>						
15	1. By July 1, 2011 and each July 1 thereafter, Marathon shall annually evaluate and allocate funding for wastewater implementation. Marathon shall identify any funding in the annual update to the Capital Improvements Element of the Comprehensive Plan.	Achieved		All required activities in each service area are complete or under construction except the force main from service area 1 to the service area 3 WWTP, which has been bid.		July 1, 2011	HB 7207 removes the requirement that the capital improvement schedule be an amendment to the comprehensive plan.
16	2. December 1, 2013, Marathon shall work with the owners of wastewater facilities and onsite systems throughout the City and the Department of Environmental Protection (DEP) and the Department of Health (DOH) to fulfill the requirements of Sections 381.0065(3)(h) and (4)(l) and 403.086(10), F.S., regarding implementation of wastewater treatment and disposal. This will include coordination of actions with DOH and DEP to notify owners regarding systems that will not meet 2015 treatment and disposal requirements.	Achieved	All individuals with FDOH & FDEP permitted wastewater systems within the City of Marathon have been notified that the wastewater system is under construction and that upon further notice, they will be required to connect to the City of Marathon Wastewater Utility. The City works routinely with its citizens to accomplish their connections. The City has taken over the decommissioning of on-site wastewater system and the retrofit of on-site wastewater system tanks as cisterns.			December 1, 2013	
17	3. By July 1, 2011, Marathon shall evaluate its wastewater needs and state and federal funding opportunities and apply annually to at least one state or federal grant program for wastewater projects and connections.	Not necessary-not counted for or against		SRF loans have been utilized to the maximum extent allowed by the program.		July 1, 2011	
18	4. By July 1, 2011, Marathon shall continue to develop and implement local funding programs necessary to timely fund wastewater construction and future operation, maintenance and replacement facilities.	Achieved	All local is funding in place. The City of Marathon has been working with FDEP to convert local loans to SRF loans when possible as the favorable interest rates provide substantial savings to the utility and to the citizens of Marathon	Complete		July 1, 2011	
19	5. By July 1, 2011 and each year through 2013, Marathon shall annually draft a resolution requesting the issuance of a portion of the \$200 million of bonds authorized under Section 215.619, F.S., and an appropriation of sufficient debt service for those bonds, for the construction of wastewater projects within the Florida Keys.	Achieved	Resolution was adopted the City Council on September 27, 2011.	Marathon will draft a resolution for 2012		July 1, 2011	

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		Status	Marathon Comments	Department of Environmental Protection Comments	Department of Health Comments	Rule Completion Date	Comprehensive Plan Amendment Required
Line #	<b>WORK PROGRAM REQUIREMENTS PURSUANT TO RULE 28-18.400, F.A.C.</b>	<b>Achieved/Not Achieved</b>					
20	<b>(5)(b) Wastewater Implementation.</b>						
21	6. By July 1, 2011, Marathon shall develop a mechanism to provide accurate and timely information and establish Marathon's annual funding allocations necessary to provide evidence of unmet funding needs to support the issuance of bonds authorized under Section 215.619, F.S., and to assure the timely completion of work as necessary to fulfill any terms and conditions associated with bonds.	Achieved	Marathon's Wastewater / Stormwater projects are fully funded. Marathon will seek to lower loan rates through SRF when possible.	Construction should be complete by July 2012.		July 1, 2011	
22	7. By December 1, 2012, Marathon shall provide a report of addresses and the property appraiser's parcel numbers of any property owner that fails or refuses to connect to the central sewer facility within the required timeframe to the Monroe County Health Department and the Department of Community Affairs. This report shall describe the status of Marathon's enforcement action and provide the circumstances of why enforcement may or may not have been initiated.		The City of Marathon has already taken action through its Code Compliance Department and Board to compel compliance with its wastewater utility requirements. The Area 4 & 6 WWTP are available for service and there has been an 80% & 85% level of connection respectively for these service areas. Those that have not complied were referred to Code Compliance starting in August 2011. The City will provide updates to DCA in future years.			December 1, 2012	
23	<b>(c) Wastewater Project Implementation.</b>						
24	<b>1. Sub area 1: Knight's Key.</b>						
25	a. By July 1, 2011, Marathon shall secure plant site;	Not applicable-not counted for or against	Marathon will not construct the Area 1 plant. Instead, a force main will be constructed to take Area 1 effluent to the Area 3 WWTP	Unnecessary - a force main to the service area 3 plant is now being bid.		July 1, 2011	
26	b. By December 1, 2011, Marathon shall construct Knight's Key Wastewater Plant;	Not applicable-not counted for or against	Effluent to be processed in the Area 3 WWTP	Unnecessary - the wastewater from service area 1 will be piped to service area 3.		December 1, 2011	
27	c. By May 1, 2012, Marathon shall initiate connections; and					May 1, 2012	
28	d. By July 1, 2012, Marathon shall complete connections (100%).					July 1, 2012	
29	<b>2. Sub area 2: Boot Key (non-service area).</b>						
30	By July 1, 2011, Marathon shall ensure completion of upgrade.	Achieved	The City will not construct any facilities on Boot Key as the Boot Key Bridge has been removed. All uses requiring wastewater treatment have been abandoned on the 1 developed property. The owner of the property has been informed that, should redevelopment of the site occur, he will be responsible to construct a compliant wastewater system.	Unnecessary as a result of the closing of Boot Key bridge.	Marathon has not taken steps to ensure upgrade of the systems on this key	July 1, 2011	

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		Status	Marathon Comments	Department of Environmental Protection Comments	Department of Health Comments	Rule Completion Date	Comprehensive Plan Amendment Required
Line #	<b>WORK PROGRAM REQUIREMENTS PURSUANT TO RULE 28-18.400, F.A.C.</b>	<b>Achieved/Not Achieved</b>					
31	<b>3. Sub area 3: 11 Street – 39 Street (Vaca Key West).</b>						
32	a. By July 1, 2011, Marathon shall complete construction of plant;	Achieved	WWTP is available for service effective 9/20/2011. Notices will be sent out on 9/20/2011 informing property owners that they must connect within the timeframes required by the utility.	The contractor for the WWTP went bankrupt and the contract was assigned to another WWTP contractor. Work should be complete by January 2012.		July 1, 2011	
33	b. By July 1, 2011, Marathon shall complete construction of collection system;	Achieved	Complete	The contractor for the collection system was terminated putting the project behind schedule. Work should be complete by January 2012.		July 1, 2011	
34	c. By July 1, 2011, Marathon shall initiate connections; and	Achieved	On 9/20/2011, the WWTP will be available for service. Notices will be sent out on 9/20/2011 informing property owners that they must connect within the timeframes required by the utility.	The WWTP and collection system are not complete so connections cannot be made.		July 1, 2011	
35	d. By July 1, 2012, Marathon shall complete connections (100%).					July 1, 2012	
36	<b>4. Sub area 4: Gulfside 39 Street (Vaca Key Central).</b>						
37	By July 1, 2013, Marathon shall complete connections (100%).		Approximately 80% of all connections to the Area 6 WWTP have been made. Remaining un-connected properties have been referred to Code Compliance (approximately 125).			July 1, 2013	
38	<b>5. Sub area 5: Little Venice (60 Street – Vaca Cut East).</b>						
39	a. By July 1, 2012, Marathon shall complete construction of collection system;		Complete. Expanded WWTP is 72% complete and will be available for service by 11/23/2011. A Notice of System Availability will be sent out at that time, approximately 8 months ahead of schedule			July 1, 2012	
40	b. By July 1, 2012, Marathon shall initiate connections for Phase II;		Notices of System Availability will be sent out in December 2011.			July 1, 2012	
41	c. By July 1, 2013, Marathon shall complete connections (100%) for Phase II.					July 1, 2013	
42	<b>6. Sub area 6-Vaca Cut-Coco Plum (Fat Key Deer West).</b>						
43	By July 1, 2011, Marathon shall complete connections (100%).	Achieved	Approximately 80% of all connections to the Area 6 WWTP have been made. Remaining un-connected properties have been referred to Code Compliance (approximately 125).	Most connections have been completed. The rest are under enforcement.		July 1, 2011	

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		Status	Marathon Comments	Department of Environmental Protection Comments	Department of Health Comments	Rule Completion Date	Comprehensive Plan Amendment Required
Line #	<b>WORK PROGRAM REQUIREMENTS PURSUANT TO RULE 28-18.400, F.A.C.</b>	<b>Achieved/Not Achieved</b>					
44	<b>7. Sub area 7: Tom Harbor Bridge-Grassy Key.</b>						
45	a. By July 1, 2012, Marathon shall complete construction of plant;		WWTP will be complete and available for service 2/3/2012			July 1, 2012	
46	b. By July 1, 2012, Marathon shall bid and award design of collection system;	Achieved	Complete			July 1, 2012	
47	c. By July 1, 2012, Marathon shall construction of collection system;		Construction of Collection System approximately 82% complete. Will be			July 1, 2012	
48	d. By July 1, 2012, Marathon shall initiate connections; and		A Notice of System Availability will be sent out in February 2012			July 1, 2012	
49	e. By July 1, 2013, Marathon shall complete connections (100%).					July 1, 2013	
50	<b>(d) Stormwater Treatment Facilities.</b>						
51	1. Beginning July 1, 2011 and each July 1 thereafter Marathon shall annually evaluate and allocate funding for stormwater implementation. Marathon shall identify any funding in the annual update to the Capital Improvements Element of the Comprehensive Plan.	Achieved	The City of Marathon has a Stormwater Utility. On a residential property (SFR) the annual tax assessment to the utility is \$120. The City routinely seeks and has been granted funds from SFWMD for stormwater improvement projects. The City of Marathon has completed 100% of its proposed stormwater utility improvements in each of the Stormwater Service Areas 1 through 7 (excluding Area 2). The City was given the prestigious Pisces Award by FDEP for the innovative approach to completing this project.	The stormwater system is nearly complete		July 1, 2011	
52	2. Beginning July 1, 2011 and each July 1 thereafter, Marathon shall annually apply for stormwater grants from the South Florida Water Management District.	Funds not available not counted for or against	The City has routinely applied to and received grants from the SFWMD for stormwater improvement projects.	Stormwater grants were not applied for in 2011 because they were not available. Marathon will request a grant in 2012.		July 1, 2011	
53	3. By July 1, 2011, complete Stormwater Treatment Facilities simultaneously with wastewater projects, including the direct outfall retrofits for 27th Street and 24th Street. Sub area 3: 11 Street – 37 Street (Vaca Key West)	Achieved	All Stormwater Utility Improvements have been made. There are NO stormwater outfalls in the City of Marathon.	The contractor for the collection/stormwater system was terminated putting the project behind schedule. Work should be complete by January 2012.		July 1, 2011	
54	4. By July 1, 2012, complete Stormwater Treatment Facilities simultaneously with wastewater projects. Sub area 5: Little Venice (60 Street – Vaca Cut East).	Achieved	Stormwater utility improvements were made simultaneous with the completion of the expanded wastewater Collection System in the area (60th to 90th Streets). Stormwater Utility retrofits are underway in the Phase I & Phase II areas (90th Street to Vaca Cut; Ocean and Bay sides of U.S. 1)			July 1, 2012	
55	5. By July 1, 2012, complete Stormwater Treatment Facilities simultaneously with wastewater projects. Sub area 7: Tom Harbor Bridge-Grassy Key.	Achieved	These stormwater utility improvements were made simultaneous with the completion of the wastewater Collection System in the area. Area 7 stormwater improvements are located in service areas because of the sparsely populated character of the area.			July 1, 2012	
56	6. By July 1, 2012, Marathon shall eliminate direct outfall retrofits for: 27th Street, Sombrero Islands, 24th Street, and 52nd Street.	Achieved	There are NO outfalls in these areas at this juncture.			July 1, 2012	

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		ACSC Status	Monroe Comments	Department of Environmental Protection Comments	Department of Health Comments	Rule Completion Date	Comprehensive Plan Amendment Required
Line #	WORK PROGRAM REQUIREMENTS PURSUANT TO RULE 28-20.140, F.A.C.	Achieved/Not Achieved			No On-Site Disposal System tasks this year		
1	<b>(5)(a) Carrying Capacity Study Implementation.</b>						
2	1. By July 1, 2012, Monroe County shall adopt the conservation planning mapping (the Tier Zoning Overlay Maps and System) into the Comprehensive Plan based upon the recommendations of the Tier Designation Review Committee with the adjusted Tier boundaries.		Ordinance 005-2011 assigned a tier designation to 92 parcels currently competing for an allocation. Ordinance 006-2011 assigned a tier designation to 110 parcels which have been awarded an allocation or building permit. Ordinance 007-2011 assigned a tier designation to 2,891 parcels determined to have no Tier due to the challenge. Ordinance 008-2011 assigned a tier designation to 301 parcels proposed for review by the BOCC, staff or owners in Resolution No. 148-2006 dated March 15, 2006.			July 1, 2012	Yes
3	2. By July 1, 2012, Monroe County shall adjust the Tier I and Tier IIIA (SPA) boundaries to more accurately reflect the criteria for that Tier as amended by Final Order DCA07-GM166 and implement the Florida Keys Carrying Capacity Study, utilizing the updated habitat data, and based upon the recommendations of the Tier Designation Review Committee Work Group.	Achieved	Monroe County adopted four (4) ordinances on May 4, 2011, to revise or assign the tier overlay designation for 3,394 parcels based upon recommendations from the Tier Designation Review Committee Work Group, Monroe County staff, the Planning Commission, Board of County Commissioners and the public. The County adopted Tier Overlay District map amendments to the Monroe County Land Development Code, in accordance with the Final Order in DOAH Case No. 06-2449GM. Ordinance 005-2011 assigned a tier designation to 92 parcels currently competing for an allocation. Ordinance 006-2011 assigned a tier designation to 110 parcels which have been awarded an allocation or building permit. Ordinance 007-2011 assigned a tier designation to 2,891 parcels determined to have no Tier due to the challenge. Ordinance 008-2011 assigned a tier designation to 301 parcels proposed for review by the BOCC, staff or owners in Resolution No. 148-2006 dated March 15, 2006.			July 1, 2012	
4	3. By July 1, 2012, Monroe County shall create Goal 106 to complete the 10 Year Work Program found in Rule 28-20.110, F.A.C., and to establish objectives to develop a build-out horizon in the Florida Keys and adopt conservation planning mapping into the Comprehensive Plan.					July 1, 2012	Yes
5	4. By July 1, 2012, Monroe County shall create Objective 106.2 to adopt conservation planning mapping (Tier Maps) into the Monroe Comprehensive Plan based upon the recommendations of the Tier Designation Review Committee Work Group.					July 1, 2012	Yes
6	5. By July 1, 2012, Monroe County shall adopt Policy 106.2.1 to require the preparation of updated habitat data and establish a regular schedule for continued update to coincide with evaluation and appraisal report timelines.					July 1, 2012	Yes

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		ACSC Status	Monroe Comments	Department of Environmental Protection Comments	Department of Health Comments	Rule Completion Date	Comprehensive Plan Amendment Required
Line #	WORK PROGRAM REQUIREMENTS PURSUANT TO RULE 28-20.140, F.A.C.	Achieved/Not Achieved			No On-Site Disposal System tasks this year		
7	<b>(5)(a) Carrying Capacity Study Implementation.</b>						
8	6. By July 1, 2012, Monroe County shall adopt Policy 106.2.2 to establish the Tier Designation Work Group Review Committee to consist of representatives selected by the Florida Department of Community Affairs from Monroe County, Florida Fish & Wildlife Conservation Commission, United States Fish & Wildlife Service, Department of Environmental Protection and environmental and other relevant interests. This Committee shall be tasked with the responsibility of Tier designation review utilizing the criteria for Tier placement and best available data to recommend amendments to ensure implementation of and adherence to the Florida Keys Carrying Capacity Study. These proposed amendments shall be recommended during 2009 and subsequently coincide with the Evaluation and Appraisal report timelines beginning with the second Evaluation and Appraisal review which follows the adoption of the revised Tier System and Maps as required above adopted in 2011. Each evaluation and appraisal report submitted following the 2011 evaluation and appraisal report shall also include an analysis and recommendations based upon the process described above.					July 1, 2012	Yes
9	7. By July 1, 2012 and each July thereafter, Monroe County and the Monroe County Land Authority shall submit a report annually to the Administration Commission on the land acquisition funding and efforts in the Florida Keys to purchase Tier I and Big Pine Key Tier II lands and the purchase of parcels where a Monroe County building permit allocation has been denied for four (4) years or more. The report shall include an identification of all sources of funds and assessment of fund balances within those sources available to the County and the Monroe County Land Authority.		From August 1, 2010 to July 31, 2011, the Monroe County Land Authority has acquired 86 Tier I parcels, 4 Tier II parcels on Big Pine Key, and 1 Tier III-A (SPA) parcel.			July 1, 2012	
10	8. By July 1, 2012, Monroe County shall adopt Land Development Regulations to require that administrative relief in the form of the issuance of a building permit is not allowed for lands within the Florida Forever targeted acquisition areas or Tier I lands unless, after 60 days from the receipt of a complete application for administrative relief, it has been determined the parcel will not be purchased by any county, state, federal or any private entity. The County shall develop a mechanism to routinely notify the Department of Environmental Protection of upcoming administrative relief requests at least 6 months prior to the deadline for administrative relief.					July 1, 2012	
11	9. By July 1, 2012, in order to implement the Florida Keys Carrying Capacity Study, Monroe County shall adopt a Comprehensive Plan Policy to discourage private applications for future land use changes which increase allowable density/intensity.					July 1, 2012	Yes
12	10. By July 1, 2011, Monroe County shall evaluate its land acquisition needs and state and federal funding opportunities and apply annually to at least one state or federal land acquisition grant program.	Achieved	Monroe County Land Authority applied for a federal land acquisition grant from the US Army Corps of Engineers on October 28, 2010. The application was funded in the amount of \$45,907. Additionally, Monroe County Land Authority received \$450,100 in net proceeds from the sale of conservation land to the federal government on September 28, 2010.	We have no information regarding the County's application for land acquisition funding		July 1, 2011	

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		ACSC Status	Monroe Comments	Department of Environmental Protection Comments	Department of Health Comments	Rule Completion Date	Comprehensive Plan Amendment Required
Line #	WORK PROGRAM REQUIREMENTS PURSUANT TO RULE 28-20.140, F.A.C.	Achieved/Not Achieved			No On-Site Disposal System tasks this year		
13	<b>(5)(a) Carrying Capacity Study Implementation.</b>						
14	11. By July 1, 2012, Monroe County shall enter into a memorandum of understanding with the Department of Community Affairs, Division of Emergency Management, Marathon, Islamorada, Key West, Key Colony Beach, and Layton after a notice and comment period of at least 30 days for interested parties. The memorandum of understanding shall stipulate, based on professionally acceptable data and analysis, the input variables and assumptions, including regional considerations, for utilizing the Florida Keys Hurricane Evacuation Model or other models acceptable to the Department to accurately depict evacuation clearance times for the population of the Florida Keys.					July 1, 2012	
15	12. By July 1, 2012, the Florida Keys Hurricane Evacuation Model shall be run with the agreed upon variables from the memorandum of understanding to complete an analysis of maximum build-out capacity for the Florida Keys Area of Critical State Concern, consistent with the requirement to maintain a 24-hour evacuation clearance time and the Florida Keys Carrying Capacity Study constraints. This analysis shall be prepared in coordination with the Department of Community Affairs and each municipality in the Keys.					July 1, 2012	
16	13. By July 1, 2012, the County and the Department of Community Affairs shall update the data for the Florida Keys Hurricane Evacuation Model as professionally acceptable sources of information are released (such as the Census, American Communities Survey, Bureau of Economic and Business Research, and other studies). The County shall also evaluate and address appropriate adjustments to the hurricane evacuation model within each Evaluation and Appraisal Report.					July 1, 2012	Yes
17	14. By July 1, 2012, the Department of Community Affairs shall apply the derived clearance time to assess and determine the remaining allocations for the Florida Keys Areas of Critical State Concern. The Department will recommend appropriate revisions to the Administration Commission regarding the allocation rates and distribution of allocations to Monroe County, Marathon, Islamorada, Key West, Layton and Key Colony Beach or identify alternative evacuation strategies that support the 24 hour evacuation clearance time. If necessary, the Department of Community Affairs shall work with each local government to amend the Comprehensive Plans to reflect revised allocation rates and distributions or propose rule making to the Administration Commission.					July 1, 2012	
18	15. By July 1, 2013, if necessary, the Department of Community Affairs shall work with each local government to amend the Comprehensive Plan to reflect revised allocation rates and distribution or propose rule making to the Administration Commission.					July 1, 2013	Yes

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		ACSC Status	Monroe Comments	Department of Environmental Protection Comments	Department of Health Comments	Rule Completion Date	Comprehensive Plan Amendment Required
Line #	WORK PROGRAM REQUIREMENTS PURSUANT TO RULE 28-20.140, F.A.C.	Achieved/Not Achieved			No On-Site Disposal System tasks this year		
19	(b) Wastewater Implementation.						
20	1. By July 1, 2011, Monroe County shall annually evaluate and allocate funding for wastewater implementation. Monroe County shall identify any funding in the annual update to the Capital Improvements Element of the Comprehensive Plan.	Achieved	Identification of funding for wastewater program implementation is part of the Monroe County annual budget process. Following adoption of the annual budget, the Capital Improvements Element (CIE) is updated. The 5-Year Schedule of Capital Improvements can be found in Section 4.1 of the Monroe County Year 2010 Comprehensive Plan Policy Document, adopted by Ordinance 036-2010 and includes wastewater funding. Ordinance 036-2010, amended the 5-year schedule of capital improvements for fiscal years 2010 through 2015. The CIE identified 6 funding sources (Fund 310 - Big Coppitt, Fund 304 - Big Coppitt, Fund 311 - Duck Key, Fund 304 - Duck Key, Fund 308- Key Largo, and Fund 304 - Key Largo) totaling \$76,898,900 for wastewater projects. Ordinance 036-2010 was found "in compliance" by DCA on November 17, 2010 (10-CIE1-NOI-4401-(a)-(i)).	The 5-Year Schedule of Capital Improvements can be found in Section 4.1 of the Monroe County Year 2010 Comprehensive Plan Policy Document adopted by Ordinance 036-2010 and includes wastewater funding.		July 1, 2011	HB 7207 removes the requirement that the capital improvement schedule be an amendment to the comprehensive plan.
21	2. By December 1, 2013, Monroe County shall work with the owners of wastewater facilities and onsite systems throughout the County and the Department of Health (DOH) and the Department of Environmental Protection (DEP) to fulfill the requirements of Sections 403.086(10) and 381.0065(3)(h) and (4)(l), F.S., regarding implementation of wastewater treatment and disposal. This will include coordination of actions with DOH and DEP to notify owners regarding systems that will not meet the 2015 treatment and disposal standards.					December 1, 2013	
22	3. By July 1, 2011, Monroe County shall annually draft a resolution requesting the issuance of \$50 million of the \$200 million of bonds authorized under Section 215.619, F.S., and an appropriation of sufficient debt service for those bonds, for the construction of wastewater projects within the Florida Keys.	Achieved	Monroe County adopted Resolution 086-2011 requesting the Florida Legislature bond an additional fifty million dollars of the Save Our Everglades Trust Fund monies for the implementation of wastewater management projects in the Florida Keys Area of Critical State Concern.	Resolution 086-2011 requests appropriation of authorized bonds.		July 1, 2011	
23	4. By July 1, 2011, Monroe County shall develop a mechanism to provide accurate and timely information and establish the County's annual funding allocations necessary to provide evidence of unmet funding needs to support the issuance of bonds authorized under Section 215.619, F.S., and to assure the timely completion of work as necessary to fulfill any terms and conditions associated with bonds.	Achieved	The County's Wastewater Department works with the Florida Keys Aqueduct Authority and the County Budget office to compile project costs, revenue sources, and construction schedules as necessary to update unmet funding needs. The County at least annually has revised the estimated funding available from existing revenue sources and projected receipts from proposed additional tax levies. The potential shortfall has been reviewed with State agencies and the Governor's office as justification for the County's requests for issuance of bonds under 215.619 F.S.	The County's Wastewater Department works with the Florida Keys Aqueduct Authority and the County Budget office to compile project costs, revenue sources, and construction schedules as necessary to update unmet funding needs. The County at least annually has revised the estimated funding available from existing revenue sources and projected receipts from proposed additional tax levies. The potential shortfall has been reviewed with State agencies and the Governor's office as justification for the County's requests for issuance of bonds under 215.619 F.S.		July 1, 2011	



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		ACSC Status	Monroe Comments	Department of Environmental Protection Comments	Department of Health Comments	Rule Completion Date	Comprehensive Plan Amendment Required
Line #	<b>WORK PROGRAM REQUIREMENTS PURSUANT TO RULE 28-20.140, F.A.C.</b>	<b>Achieved/Not Achieved</b>			<b>No On-Site Disposal System tasks this year</b>		
24	<b>(b) Wastewater Implementation.</b>						
25	5. By July 1, 2011, Monroe County shall evaluate its wastewater needs and state and federal funding opportunities and apply annually to at least one state or federal grant program for wastewater projects and connections.	Achieved	<p>Monroe County annually prepares and approves a Legislative Agenda to highlight local priorities and issues. The 2011 Legislative Agenda requested support for the appropriation of \$200 million in state funding under 215.619 F.S. Monroe County prepared the 2011 Water Resources Development Act Environment and Public Works Committee Request in April 2011. Monroe County provided wastewater project cost estimates to The Nature Conservancy for inclusion on a priority list for funding from Deepwater Horizon derived Natural Resource Damage Assessment funds in May 2011. Monroe County also applied for and was awarded a Florida Small Cities Community Development Grant Funds. Cudjoe Regional Wastewater Treatment Facility: funds to complete approx. \$156 million. Hawk's Cay, Duck Key and Conch Key Wastewater Treatment Facility: funds to complete approx. \$5.9 million. Key Largo Wastewater Treatment Facility: funds to complete approx. \$7 million. South Lower Keys Wastewater Treatment Facility: completed.</p>	<p>Monroe County submitted a 2011 Water Resources Development Act Environment and Public Works Committee Request form to Senator Nelson prior to July 1, 2011.</p>		July 1, 2011	

**Monroe County  
2011 - 30-Day Report**

		ACSC Status	Monroe Comments	Department of Environmental Protection Comments	Department of Health Comments	Rule Completion Date	Comprehensive Plan Amendment Required
Line #	<b>WORK PROGRAM REQUIREMENTS PURSUANT TO RULE 28-20.140, F.A.C.</b>	<b>Achieved/Not Achieved</b>			<b>No On-Site Disposal System tasks this year</b>		
26	<b>(b) Wastewater Implementation.</b>						
27	6. By July 1, 2011, Monroe County shall develop and implement local funding programs necessary to timely fund wastewater construction and future operation, maintenance and replacement of facilities.	Not Achieved	<p>Monroe County's local funding plan includes system development fees, user fees (to be financed and collected by FKAA), and sales tax revenue. The Florida Keys Aqueduct Authority funds operation, maintenance, and facility replacement through monthly rates. The referendum for extension of the infrastructure sales tax is planned for the 2012 general election ballot.</p> <p>Cudjoe Regional Wastewater Treatment Facility sources of funding: \$50 million from user non ad valorem assessments (not yet assessed); \$106 million undetermined funding (The County is aiming to fund with sales tax revenue of \$50 million and potential State or Federal grants OR monthly user fees for the remaining \$50 million.)</p> <p>Hawk's Cay, Duck Key and Conch Key Wastewater Treatment Facility source of funding: user assessments and county capital budget.</p> <p>Key Largo Wastewater Treatment Facility source of funding: may have shortfall of \$9 million to be funded from added Federal (FKQWIP) funds or user fees.</p>	<p>Not Achieved - Monroe County's local funding plan includes system development fees, user fees (to be financed and collected by the Florida Keys Aqueduct Authority), and sales tax revenue. A referendum for extension of the infrastructure sales tax is planned for the 2012 ballot. According to information provided by the County, extension of the infrastructure sales tax for 12 years, if passed, would yield revenues sufficient to generate approximately \$50 million in bond proceeds and reduce what the County refers to as the "revenue shortfall" from \$106 million to \$56 million. The County has indicated it is looking to the state and federal governments for remaining funds to reduce the cost to residents, which would otherwise come from additional assessments, or as a component of the monthly rate, or from some other local source. The County has expressed its view that increasing fees or rates is not acceptable and believes that state and federal money is essential to completion of the facilities. The Department believes the County should provide a financial plan for completing its wastewater improvements from local sources, which could certainly be reduced if state or federal funds become available. Meeting the deadline for having upgraded and operational facilities by December 2015 (pursuant to chapter 2010-205, Laws of Florida) is not contingent on external funding sources, and that same law and the Administration Commission rules based on it require the development of a capital financing plan. Such a plan cannot be defined as adequate if it relies on uncertain external sources of funding.</p>		July 1, 2011	
28	7. By December 1, 2013, the County shall provide a report of addresses and the property appraiser's parcel numbers of any property owner that fails or refuses to connect to the central sewer facility within the required timeframe to the Monroe County Health Department, Department of Environmental Protection, and the Department of Community Affairs. This report shall describe the status of the County's enforcement action.					December 1, 2013	

**Monroe County  
2011 - 30-Day Report**

		ACSC Status	Monroe Comments	Department of Environmental Protection Comments	Department of Health Comments	Rule Completion Date	Comprehensive Plan Amendment Required
Line #	<b>WORK PROGRAM REQUIREMENTS PURSUANT TO RULE 28-20.140, F.A.C.</b>	<b>Achieved/Not Achieved</b>			<b>No On-Site Disposal System tasks this year</b>		
29	<b>(c) Wastewater Project Implementation.</b>						
30	<b>1. Key Largo Wastewater Treatment Facility. Key Largo Wastewater Treatment District is responsible for wastewater treatment in its service area and the completion of the Key Largo Wastewater Treatment Facility.</b>						
31	a. By July 1, 2012, Monroe County shall complete construction of the South Transmission Line;	Achieved		The South Transmission Line is complete.		July 1, 2012	
32	b. By July 1, 2013, Monroe County shall complete design of Collection basin C, E, F, G, H, I, J, and K;	Achieved		The design of all collection system basins is complete.		July 1, 2013	
33	c. By July 1, 2012, Monroe County shall complete construction of Collection basins E-H;	Achieved		The construction of basins E and H is complete.		July 1, 2012	
34	d. By December 1, 2011, Monroe County shall schedule construction of Collection basins I-K;	Achieved		Construction of basin I is complete and K will be complete in September 2011		December 1, 2011	
35	e. By July 1, 2011, Monroe County shall complete construction of Collection basins I-K;	Achieved	Construction of Basin I is complete. Construction of Basins J and K are expected to be complete in October 2011.	I is complete, K will be complete in September 2011		July 1, 2011	
36	f. By July 1, 2011, Monroe County shall complete 50% of hook-ups to Key Largo Regional WWTP;	Not Achieved	Hook-ups are 42% complete.	Approximately 30% of the connections have been made, but the pace of connections is accelerating.		July 1, 2011	
37	g. By July 1, 2012, Monroe County shall complete 75% of hook-ups to Key Largo Regional WWTP;					July 1, 2012	
38	h. By July 1, 2013, Monroe County shall complete all remaining connections to Key Largo Regional WWTP.					July 1, 2013	
39	<b>2. Hawk's Cay, Duck Key and Conch Key Wastewater Treatment Facility.</b>						
40	a. By July 1, 2012, Monroe County shall complete construction of Hawk's Cay WWTP upgrade/expansion, transmission, and collection system;	Achieved				July 1, 2012	
41	b. By July 1, 2013, Monroe County shall complete construction of Duck Key collection system;					July 1, 2013	
42	c. By July 1, 2012, Monroe County shall initiate property connections to Hawk's Cay WWTP;					July 1, 2012	
43	d. By December 1, 2012, Monroe County shall complete 50% of hook-ups to Hawk's Cay WWTP;					December 1, 2012	
44	e. By July 1, 2013, Monroe County shall complete 75% of hook-ups to Hawk's Cay WWTP; and					July 1, 2013	
45	f. By July 1, 2014, Monroe County shall complete all remaining connections to Hawk's Cay WWTP.					July 1, 2014	

**Monroe County  
2011 - 30-Day Report**

		ACSC Status	Monroe Comments	Department of Environmental Protection Comments	Department of Health Comments	Rule Completion Date	Comprehensive Plan Amendment Required
Line #	<b>WORK PROGRAM REQUIREMENTS PURSUANT TO RULE 28-20.140, F.A.C.</b>	<b>Achieved/Not Achieved</b>			<b>No On-Site Disposal System tasks this year</b>		
46	<b>3. South Lower Keys Wastewater Treatment Facility (Big Coppitt Regional System).</b>						
47	a. By July 1, 2012, Monroe County shall complete 75% hookups to South Lower Keys WWTP; and					July 1, 2012	
48	b. By July 1, 2013, Monroe County shall complete all remaining connections to the South Lower Keys WWTP.					July 1, 2013	
49	<b>4. Cudjoe Regional Wastewater Treatment Facility.</b>						
50	a. By July 1, 2011, Monroe County shall complete planning and design documents for the Cudjoe Regional Wastewater Treatment Facility, the Central Area (Cudjoe, Summerland, Upper Sugarloaf) collection system and the Central Area Transmission Main;	Achieved	Planning and design documents are complete for the Cudjoe Regional Wastewater Treatment Facility, the Central Area (Cudjoe, Summerland, and Upper Sugarloaf) collection system and the Central Area Transmission Main.	Not Achieved - The planning document and plans and specifications are anticipated prior to September 1, 2011.		July 1, 2011	
51	b. By October 1, 2012, Monroe County shall initiate construction of Wastewater Treatment Facility, Central Area Collection System and Central Area Transmission Main;					October 1, 2012	
52	c. By July 1, 2014, Monroe County shall complete construction of Wastewater Treatment Facility, Central Area Collection System and Central Area Transmission Main; *					July 1, 2014	
53	<b>By January 2012 Monroe County shall complete design and planning for Outer Area (Lower Sugarloaf, Torches, Ramrod, Big Pine Key) Collection System and Transmission Main.**</b>						
54	d. By February 1, 2012, Monroe County shall initiate construction of Wastewater Treatment, Outer Area Collection System and Transmission Main; *					February 1, 2012	
55	e. By February 1, 2015, Monroe County shall complete construction of Outer Area collection and transmission main;					February 1, 2015	
56	f. By July 1, 2014, Monroe County shall initiate property connections – complete 25% of hook-ups to Cudjoe Regional WWTP;					July 1, 2014	
57	g. By July 1, 2015, Monroe County shall complete 50% of hook-ups to Cudjoe Regional WWTP; and					July 1, 2015	
58	h. By December 1, 2015, Monroe County shall complete remaining hook-ups to Cudjoe Regional WWTP.					December 1, 2015	

\* Corrects scrivener's error in Rule 28-20.140 (5)(c)4.c. & d., F.A.C.

\*\* Omitted in final adopted rule. When rule is amended, rule will be modified to reflect this task.

**Monroe County  
2011 - 30-Day Report**

		ACSC Status	Monroe Comments	Department of Environmental Protection Comments	Department of Health Comments	Rule Completion Date	Comprehensive Plan Amendment Required
Line #	<b>WORK PROGRAM REQUIREMENTS PURSUANT TO RULE 28-20.140, F.A.C.</b>	<b>Achieved/Not Achieved</b>			<b>No On-Site Disposal System tasks this year</b>		
59	<b>(d) Stormwater Treatment Facilities.</b>						
60	1. By July 1, 2011, Monroe County shall evaluate and allocate funding for stormwater implementation. Monroe County shall identify any funding in the annual update to the Capital Improvements Element of the Comprehensive Plan.	Not Achieved	Monroe County is determining which projects the County can complete, the ownership of parcels, and the permit requirements. Funding will be allocated pending review of final cost estimates and approval by the BOCC. No funding allocated in the CIE 5-year scheduled for fiscal years 2010 through 2015 (Ordinance 036-2010).	Unknown		July 1, 2011	
61	2. By July 1, 2011, Monroe County shall apply for stormwater grants from the South Florida Water Management District.	Funds not available not counted for or against	No stormwater grant funding is available for FY12 from the South Florida Water Management District. Monroe County did not apply for stormwater grants from the South Florida Water Management District because funding is not available for FY 2012.	Grants were probably not available		July 1, 2011	
62	3. By July 1, 2011, Monroe County shall complete Card Sound Road stormwater improvements.	Not Achieved	Project has been on hold pending determination of required permits.	Construction has not started.		July 1, 2011	

# Florida Keys Profile

## Monroe County

Population	73,090
Acres (mainland)	500,480
(archipelago)	65,280
Wastewater	Connections-12%
Dwelling Units	25,163
Tourist Units	3,399

## Key West

Population	22,364
Acres	3,705.6
Wastewater	Completed
Dwelling Units	14,107
Tourist Units	7,992

## Layton

Population	191
Acres	85
Wastewater	Completed
Dwelling Units	184
Tourist Units	36

## Islamorada

Population	6,119
Acres	4,552
Wastewater	Connections-12%
Dwelling Units	5,692
Tourist Units	1,696

## Marathon

Population	8,297
Acres	5,504
Wastewater	Connections-15%
Dwelling Units	6,187
Tourist Units	1,973

## Key Colony Beach

Population	760
Acres	286
Wastewater	Completed
Dwelling Units	1,431
Tourist Units	503

<sup>1</sup> 380.0552 Florida Keys Area; protection and designation as area of critical state concern.

(1) SHORT TITLE.—This section may be cited as the “Florida Keys Area Protection Act.”

(2) LEGISLATIVE INTENT.—It is the intent of the Legislature to:

- (a) Establish a land use management system that protects the natural environment of the Florida Keys.
- (b) Establish a land use management system that conserves and promotes the community character of the Florida Keys.
- (c) Establish a land use management system that promotes orderly and balanced growth in accordance with the capacity of available and planned public facilities and services.
- (d) Provide affordable housing in close proximity to places of employment in the Florida Keys.
- (e) Establish a land use management system that promotes and supports a diverse and sound economic base.
- (f) Protect the constitutional rights of property owners to own, use, and dispose of their real property.
- (g) Promote coordination and efficiency among governmental agencies that have permitting jurisdiction over land use activities in the Florida Keys.
- (h) Promote an appropriate land acquisition and protection strategy for environmentally sensitive lands within the Florida Keys.
- (i) Protect and improve the nearshore water quality of the Florida Keys through the construction and operation of wastewater management facilities that meet the requirements of ss. 381.0065(4)(1) and 403.086(10), as applicable.
- (j) Ensure that the population of the Florida Keys can be safely evacuated.

(3) RATIFICATION OF DESIGNATION.—The designation of the Florida Keys Area as an area of critical state concern, the boundaries of which are described in chapter 27F-8, Florida Administrative Code, as amended effective August 23, 1984, is hereby ratified.

(4) REMOVAL OF DESIGNATION.—

- (a) The designation of the Florida Keys Area as an area of critical state concern under this section may be recommended for removal upon fulfilling the legislative intent under subsection (2) and completion of all the work program tasks specified in rules of the Administration Commission.

- (b) Beginning November 30, 2010, the state land planning agency shall annually submit a written report to the Administration Commission describing the progress of the Florida Keys Area toward completing the work program tasks specified in commission rules. The land planning agency shall recommend removing the Florida Keys Area from being designated as an area of critical state concern to the commission if it determines that:
1. All of the work program tasks have been completed, including construction of, operation of, and connection to central wastewater management facilities pursuant to s. 403.086(10) and upgrade of onsite sewage treatment and disposal systems pursuant to s. 381.0065(4)(l);
  2. All local comprehensive plans and land development regulations and the administration of such plans and regulations are adequate to protect the Florida Keys Area, fulfill the legislative intent specified in subsection (2), and are consistent with and further the principles guiding development; and
  3. A local government has adopted a resolution at a public hearing recommending the removal of the designation.
- (c) After receipt of the state land planning agency report and recommendation, the Administration Commission shall determine whether the requirements have been fulfilled and may remove the designation of the Florida Keys as an area of critical state concern. If the commission removes the designation, it shall initiate rulemaking to repeal any rules relating <sup>2</sup>to such designation within 60 days. If, after receipt of the state land planning agency's report and recommendation, the commission finds that the requirements for recommending removal of designation have not been met, the commission shall provide a written report to the local governments within 30 days after making such a finding detailing the tasks that must be completed by the local government.
- (d) The Administration Commission's determination concerning the removal of the designation of the Florida Keys as an area of critical state concern may be reviewed pursuant to chapter 120. All proceedings shall be conducted by the Division of Administrative Hearings and must be initiated within 30 days after the commission issues its determination.
- (e) After removal of the designation of the Florida Keys as an area of critical state concern, the state land planning agency shall review proposed local comprehensive plans, and any amendments to existing comprehensive plans, which are applicable to the Florida Keys Area, the boundaries of which were described in chapter 28-29, Florida Administrative Code, as of January 1, 2006, for compliance as defined in s. 163.3184. All procedures and penalties described in s. 163.3184 apply to the review conducted pursuant to this paragraph.
- (f) The Administration Commission may adopt rules or revise existing rules as necessary to administer this subsection.



- (5) APPLICATION OF THIS CHAPTER.—Section 380.05(1)-(5), (9)-(11), (15), (17), and (21) shall not apply to the area designated by this section for so long as the designation remains in effect. Except as otherwise provided in this section, s. 380.045 shall not apply to the area designated by this section. All other provisions of this chapter shall apply, including s. 380.07.
- (6) RESOURCE PLANNING AND MANAGEMENT COMMITTEE.—The Governor, acting as the chief planning officer of the state, shall appoint a resource planning and management committee for the Florida Keys Area with the membership as specified in s. 380.045(2). Meetings shall be called as needed by the chair or on the demand of three or more members of the committee. The committee shall:
- (a) Serve as a liaison between the state and local governments within Monroe County.
  - (b) Develop, with local government officials in the Florida Keys Area, recommendations to the state land planning agency as to the sufficiency of the Florida Keys Area's comprehensive plan and land development regulations.
  - (c) Recommend to the state land planning agency changes to state and regional plans and regulatory programs affecting the Florida Keys Area.
  - (d) Assist units of local government within the Florida Keys Area in carrying out the planning functions and other responsibilities required by this section.
  - (e) Review, at a minimum, all reports and other materials provided to it by the state land planning agency or other governmental agencies.
- (7) PRINCIPLES FOR GUIDING DEVELOPMENT.—State, regional, and local agencies and units of government in the Florida Keys Area shall coordinate their plans and conduct their programs and regulatory activities consistent with the principles for guiding development as specified in chapter 27F-8, Florida Administrative Code, as amended effective August 23, 1984, which is adopted and incorporated herein by reference. For the purposes of reviewing the consistency of the adopted plan, or any amendments to that plan, with the principles for guiding development, and any amendments to the principles, the principles shall be construed as a whole and specific provisions may not be construed or applied in isolation from the other provisions. However, the principles for guiding development are repealed 18 months from July 1, 1986. After repeal, any plan amendments must be consistent with the following principles:
- (a) Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without continuing the area of critical state concern designation.
  - (b) Protecting shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.

- (c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.
- (d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.
- (e) Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.
- (f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural environment, and ensuring that development is compatible with the unique historic character of the Florida Keys.
- (g) Protecting the historical heritage of the Florida Keys.
- (h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:
  - 1. The Florida Keys Aqueduct and water supply facilities;
  - 2. Sewage collection, treatment, and disposal facilities;
  - 3. Solid waste treatment, collection, and disposal facilities;
  - 4. Key West Naval Air Station and other military facilities;
  - 5. Transportation facilities;
  - 6. Federal parks, wildlife refuges, and marine sanctuaries;
  - 7. State parks, recreation facilities, aquatic preserves, and other publicly owned properties;
  - 8. City electric service and the Florida Keys Electric Co-op; and
  - 9. Other utilities, as appropriate.
- (i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.
- (j) Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of ss. 381.0065(4)(l) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.

- (k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.
- (l) Making available adequate affordable housing for all sectors of the population of the Florida Keys.
- (m) Providing adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a postdisaster reconstruction plan.
- (n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource.

(8) **COMPREHENSIVE PLAN ELEMENTS AND LAND DEVELOPMENT REGULATIONS.**—The comprehensive plan elements and land development regulations approved pursuant to s. 380.05(6), (8), and (14) shall be the comprehensive plan elements and land development regulations for the Florida Keys Area.

(9) **MODIFICATION TO PLANS AND REGULATIONS.**—

- (a) Any land development regulation or element of a local comprehensive plan in the Florida Keys Area may be enacted, amended, or rescinded by a local government, but the enactment, amendment, or rescission becomes effective only upon approval by the state land planning agency. The state land planning agency shall review the proposed change to determine if it is in compliance with the principles for guiding development specified in chapter 27F-8, Florida Administrative Code, as amended effective August 23, 1984, and must approve or reject the requested changes within 60 days after receipt. Amendments to local comprehensive plans in the Florida Keys Area must also be reviewed for compliance with the following:
  - 1. Construction schedules and detailed capital financing plans for wastewater management improvements in the annually adopted capital improvements element, and standards for the construction of wastewater treatment and disposal facilities or collection systems that meet or exceed the criteria in s. 403.086(10) for wastewater treatment and disposal facilities or s. 381.0065(4)(l) for onsite sewage treatment and disposal systems.
  - 2. Goals, objectives, and policies to protect public safety and welfare in the event of a natural disaster by maintaining a hurricane evacuation clearance time for permanent residents of no more than 24 hours. The hurricane evacuation clearance time shall be determined by a hurricane evacuation study conducted in accordance with a professionally accepted methodology and approved by the state land planning agency.
- (b) The state land planning agency, after consulting with the appropriate local government, may, no more than once per year, recommend to the Administration Commission the enactment, amendment, or rescission of a land development regulation or element of a local comprehensive plan. Within 45 days following the receipt of such recommendation, the commission shall reject the recommendation, or

accept it with or without modification and adopt it by rule, including any changes. Such local development regulation or plan must be in compliance with the principles for guiding development.

History. — s. 6, ch. 79-73; s. 4, ch. 86-170; s. 1, ch. 89-342; s. 641, ch. 95-148; s. 3, ch. 2006-223; s. 34, ch. 2010-205.

<sup>1</sup> Note.— Section 7, ch. 2006-223, provides that “[i]f the designation of the Florida Keys Area as an area of critical state concern is removed, the state shall be liable in any inverse condemnation action initiated as a result of Monroe County land use regulations applicable to the Florida Keys Area as described in chapter 28-29, Florida Administrative Code, and adopted pursuant to instructions from the Administration Commission or pursuant to administrative rule of the Administration Commission, to the same extent that the state was liable on the date the Administration Commission determined that substantial progress had been made toward accomplishing the tasks of the work program as defined in s. 380.0552(4)(c), Florida Statutes. If, after the designation of the Florida Keys Area as an area of critical state concern is removed, an inverse condemnation action is initiated based upon land use regulations that were not adopted pursuant to instructions from the Administration Commission or pursuant to administrative rule of the Administration Commission and in effect on the date of the designation’s removal, the state’s liability in the inverse condemnation action shall be determined by the courts in the manner in which the state’s liability is determined in areas that are not areas of critical state concern. The state shall have standing to appear in any inverse condemnation action.”

<sup>2</sup> Note.— The word “to” was inserted by the editors.

## Section 381.0065(4)(I), Florida Statutes

(I) For the Florida Keys, the department shall adopt a special rule for the construction, installation, modification, operation, repair, maintenance, and performance of onsite sewage treatment and disposal systems which considers the unique soil conditions and water table elevations, densities, and setback requirements. On lots where a setback distance of 75 feet from surface waters, saltmarsh, and buttonwood association habitat areas cannot be met, an injection well, approved and permitted by the department, may be used for disposal of effluent from onsite sewage treatment and disposal systems. The following additional requirements apply to onsite sewage treatment and disposal systems in Monroe County:

1. The county, each municipality, and those special districts established for the purpose of the collection, transmission, treatment, or disposal of sewage shall ensure, in accordance with the specific schedules adopted by the Administration Commission under s. 380.0552, the completion of onsite sewage treatment and disposal system upgrades to meet the requirements of this paragraph.

2. Onsite sewage treatment and disposal systems must cease discharge by December 31, 2015, or must comply with department rules and provide the level of treatment which, on a permitted annual average basis, produces an effluent that contains no more than the following concentrations:

- a. Biochemical Oxygen Demand (CBOD5) of 10 mg/l.
- b. Suspended Solids of 10 mg/l.
- c. Total Nitrogen, expressed as N, of 10 mg/l.
- d. Total Phosphorus, expressed as P, of 1 mg/l.

In addition, onsite sewage treatment and disposal systems discharging to an injection well must provide basic disinfection as defined by department rule.

3. On or after July 1, 2010, all new, modified, and repaired onsite sewage treatment and disposal systems must provide the level of treatment described in subparagraph 2. However, in areas scheduled to be served by central sewer by December 31, 2015, if the property owner has paid a connection fee or assessment for connection to the central sewer system, an onsite sewage treatment and disposal system may be repaired to the following minimum standards:

- a. The existing tanks must be pumped and inspected and certified as being watertight and free of defects in accordance with department rule; and
- b. A sand-lined drainfield or injection well in accordance with department rule must be installed.

4. Onsite sewage treatment and disposal systems must be monitored for total nitrogen and total phosphorus concentrations as required by department rule.

5. The department shall enforce proper installation, operation, and maintenance of onsite sewage treatment and disposal systems pursuant to this chapter, including ensuring that the appropriate level of treatment described in subparagraph 2. is met.

6. The authority of a local government, including a special district, to mandate connection of an onsite sewage treatment and disposal system is governed by s. 4, chapter 99-395, Laws of Florida.

## Section 403.086(10), Florida Statutes

(10) The Legislature finds that the discharge of inadequately treated and managed domestic wastewater from dozens of small wastewater facilities and thousands of septic tanks and other onsite systems in the Florida Keys compromises the quality of the coastal environment, including nearshore and offshore waters, and threatens the quality of life and local economies that depend on those resources. The Legislature also finds that the only practical and cost-effective way to fundamentally improve wastewater management in the Florida Keys is for the local governments in Monroe County, including those special districts established for the purpose of collection, transmission, treatment, or disposal of sewage, to timely complete the wastewater or sewage treatment and disposal facilities initiated under the work program of Administration Commission rule 28-20, Florida Administrative Code, and the Monroe County Sanitary Master Wastewater Plan, dated June 2000. The Legislature therefore declares that the construction and operation of comprehensive central wastewater systems in accordance with this subsection is in the public interest. To give effect to those findings, the requirements of this subsection apply to all domestic wastewater facilities in Monroe County, including privately owned facilities, unless otherwise provided under this subsection.

(a) The discharge of domestic wastewater into surface waters is prohibited.

(b) Monroe County, each municipality, and those special districts established for the purpose of collection, transmission, treatment, or disposal of sewage in Monroe County shall complete the wastewater collection, treatment, and disposal facilities within its jurisdiction designated as hot spots in the Monroe County Sanitary Master Wastewater Plan, dated June 2000, specifically listed in Exhibits 6-1 through 6-3 of Chapter 6 of the plan and mapped in Exhibit F-1 of Appendix F of the plan. The required facilities and connections, and any additional facilities or other adjustments required by rules adopted by the Administration Commission under s. 380.0552, must be completed by December 31, 2015, pursuant to specific schedules established by the commission. Domestic wastewater facilities located outside local government and special district service areas must meet the treatment and disposal requirements of this subsection by December 31, 2015.

(c) After December 31, 2015, all new or expanded domestic wastewater discharges must comply with the treatment and disposal requirements of this subsection and department rules.

(d) Wastewater treatment facilities having design capacities:

1. Greater than or equal to 100,000 gallons per day must provide basic disinfection as defined by department rule and the level of treatment which, on a permitted annual average basis, produces an effluent that contains no more than the following concentrations:

- a. Biochemical Oxygen Demand (CBOD5) of 5 mg/l.
- b. Suspended Solids of 5 mg/l.

- c. Total Nitrogen, expressed as N, of 3 mg/l.
- d. Total Phosphorus, expressed as P, of 1 mg/l.

2. Less than 100,000 gallons per day must provide basic disinfection as defined by department rule and the level of treatment which, on a permitted annual average basis, produces an effluent that contains no more than the following concentrations:

- a. Biochemical Oxygen Demand (CBOD5) of 10 mg/l.
- b. Suspended Solids of 10 mg/l.
- c. Total Nitrogen, expressed as N, of 10 mg/l.
- d. Total Phosphorus, expressed as P, of 1 mg/l.

(e) Class V injection wells, as defined by department or Department of Health rule, must meet the following requirements and otherwise comply with department or Department of Health rules, as applicable:

1. If the design capacity of the facility is less than 1 million gallons per day, the injection well must be at least 90 feet deep and cased to a minimum depth of 60 feet or to such greater cased depth and total well depth as may be required by department rule.

2. Except as provided in subparagraph 3. for backup wells, if the design capacity of the facility is equal to or greater than 1 million gallons per day, each primary injection well must be cased to a minimum depth of 2,000 feet or to such greater depth as may be required by department rule.

3. If an injection well is used as a backup to a primary injection well, the following conditions apply:

- a. The backup well may be used only when the primary injection well is out of service because of equipment failure, power failure, or the need for mechanical integrity testing or repair;
- b. The backup well may not be used for more than a total of 500 hours during any 5-year period unless specifically authorized in writing by the department;
- c. The backup well must be at least 90 feet deep and cased to a minimum depth of 60 feet, or to such greater cased depth and total well depth as may be required by department rule; and
- d. Fluid injected into the backup well must meet the requirements of paragraph (d).

(f) The requirements of paragraphs (d) and (e) do not apply to:

1. Class I injection wells as defined by department rule, including any authorized mechanical integrity tests;

2. Authorized mechanical integrity tests associated with Class V wells as defined by department rule; or



3. The following types of reuse systems authorized by department rule:

- a. Slow-rate land application systems;
- b. Industrial uses of reclaimed water; and
- c. Use of reclaimed water for toilet flushing, fire protection, vehicle washing, construction dust control, and decorative water features.

However, disposal systems serving as backups to reuse systems must comply with the other provisions of this subsection.

(g) For wastewater treatment facilities in operation as of July 1, 2010, which are located within areas to be served by Monroe County, municipalities in Monroe County, or those special districts established for the purpose of collection, transmission, treatment, or disposal of sewage but which are owned by other entities, the requirements of paragraphs (d) and (e) do not apply until January 1, 2016. Wastewater operating permits issued pursuant to this chapter and in effect for these facilities as of June 30, 2010, are extended until December 31, 2015, or until the facility is connected to a local government central wastewater system, whichever occurs first. Wastewater treatment facilities in operation after December 31, 2015, must comply with the treatment and disposal requirements of this subsection and department rules.

(h) If it is demonstrated that a discharge, even if the discharge is otherwise in compliance with this subsection, will cause or contribute to a violation of state water quality standards, the department shall:

1. Require more stringent effluent limitations;
2. Order the point or method of discharge changed;
3. Limit the duration or volume of the discharge; or
4. Prohibit the discharge.

(i) All sewage treatment facilities must monitor effluent for total nitrogen and total phosphorus concentration as required by department rule.

(j) The department shall require the levels of operator certification and staffing necessary to ensure proper operation and maintenance of sewage facilities.

(k) The department may adopt rules necessary to carry out this subsection.

(l) The authority of a local government, including a special district, to mandate connection of a wastewater facility, as defined by department rule, is governed by s. 4, chapter 99-395, Laws of Florida.

### **28-18.400 Comprehensive Plan.**

(1) The Comprehensive Plan of the City of Marathon, as the same exists on January 1, 2011, is hereby amended to read as follows:

(2) Policy 1-3.5.18 Marathon Work Program Conditions and Objectives.

(a) The number of allocations issued annually for residential development under the Residential Building Permit Allocation System (BPAS) shall not exceed a total annual unit cap of 30, plus any available unused BPAS allocations from a previous year. Unused BPAS allocations may be retained and made available only for affordable housing and Administrative Relief from BPAS year to BPAS year. Unused market rate allocations shall be available for Administrative Relief. Any unused affordable allocations will roll over to affordable housing. This BPAS allocation represents the total number of allocations for development that may be issued during a year. A BPAS year means the twelve-month period beginning on July 13. Policy 1-3.5.18 supersedes Policy 1-3.5.2 of the City of Marathon Comprehensive Plan.

(b) No exemptions or increases in the number of allocations may be allowed, other than that which may be expressly provided for in the comprehensive plan or for which there is an existing agreement as of September 27, 2005, for affordable housing between the Department and the local government in the critical areas.

(c) Through the Permit Allocation Systems, Marathon shall direct new growth and redevelopment to areas served by a central sewer system by 2015 that has committed or planned funding sources. Committed or planned funding is funding that is financially feasible and reflected in a Capital Improvements Element approved by the Department of Community Affairs. Prior to the ranking and approval of awards for an allocation authorizing development of new principal structures, Marathon shall coordinate with the central wastewater facility provider and shall increase an applicant's score by four points for parcels served by a collection line within a central wastewater facility service area where a central wastewater treatment facility has been constructed that meets the treatment standards of Sections 381.0065(4)(1) and 403.086(10), F.S., and where treatment capacity is available. The points shall only be awarded if a construction permit has been issued for the collection system and the parcel lies within the service area of the wastewater treatment facility.

(3) Reporting and Oversight.

(a) Beginning November 30, 2011, Marathon and the Department of Community Affairs shall annually report to the Administration Commission documenting the degree to which the work program objectives for the work program year have been achieved. The Commission shall consider the findings and recommendations provided in those reports and shall determine whether progress has been achieved toward accomplishing the tasks of the work program. If the Commission determines that progress has not been made, the unit cap for residential development shall be reduced by 20 percent for the following year.

(b) If the Commission determines that progress has been made for the work program year, then the Commission shall restore the unit cap for residential development for the following year up to a maximum of 30 allocations per BPAS year.

(c) Notwithstanding any other date set forth in this plan, the dates set forth in the work program shall control where conflicts exist.

(d) Wastewater treatment and disposal in Marathon is governed by the requirements of Sections 381.0065(4)(1) and 403.086(10), F.S., as amended. Nothing in this rule shall be construed to limit the authority of the Department of Environmental Protection or Department of Health to enforce Sections 381.0065(4)(1) and 403.086(10), F.S., as amended.

(4) Policy 1-2.2.4 Hurricane Modeling.

For hurricane evacuation clearance time modeling purposes, clearance time shall begin when the Monroe County Emergency Management Coordinator issues the evacuation order for the permanent population for a hurricane that is classified as a Category 3-5 wind event or Category C-E surge event. The termination point shall be the intersection of U.S. Highway One and the Florida Turnpike in Homestead/Florida City.

(5) WORK PROGRAM.

(a) Carrying Capacity Study Implementation.

1. By July 1, 2011, Marathon shall adopt a Comprehensive Plan Policy to require that administrative relief in the form of the issuance of a building permit is not allowed for lands within the Florida Forever targeted acquisition areas unless, after 60 days from the receipt of a complete application for administrative relief, it has been determined the parcel will not be purchased by any city, county, state or federal agency. Marathon shall develop a mechanism to routinely notify the Department of Environmental Protection of upcoming administrative relief requests at least 6 months prior to the deadline for administrative relief.

2. By July 1, 2011, Marathon shall adopt Land Development Regulations to require that administrative relief in the form of the issuance of a building permit is not allowed for lands within the Florida Forever targeted acquisition areas unless, after 60 days from the receipt of a complete application for administrative relief, it has been determined the parcel will not be purchased by any city, county, state or federal agency.

3. By July 1, 2011, Marathon shall amend the Comprehensive Plan to limit allocations into high quality tropical hardwood hammock.

4. By July 1, 2011, Marathon shall amend the Land Development Regulations to limit allocations into high quality tropical hardwood hammock.

5. By July 1, 2011, Marathon shall adopt a Comprehensive Plan Policy discouraging private applications for future land use map amendments which increase allowable density/intensity on lands in the Florida Keys.

6. By July 1, 2011, and each July thereafter, Marathon shall evaluate its land acquisition needs and state and federal funding opportunities and apply annually to at least one state or federal land acquisition grant program.

7. By July 1, 2012, Marathon shall enter into a memorandum of understanding with the Department of Community Affairs, Division of Emergency Management, Monroe County, Islamorada, Key West, Key Colony Beach, and Layton after a notice and comment period of at least 30 days for interested parties. The memorandum of understanding shall stipulate, based on professionally acceptable data and analysis, the input variables and assumptions, including regional considerations, for utilizing the Florida Keys Hurricane Evacuation Model or other models acceptable to the Department of Community Affairs to accurately depict evacuation clearance times for the population of the Florida Keys.

8. By July 1, 2012, the Florida Keys Hurricane Evacuation Model shall be run with the agreed upon variables from the memorandum of understanding. Marathon and the Department of Community Affairs shall update the data for the Florida Keys Hurricane Evacuation Model as professionally acceptable sources of information are released (such as the Census, American Communities Survey, Bureau of Business and Economic Research, and other studies). The City shall also evaluate and address appropriate adjustments to the hurricane evacuation model within each Evaluation and Appraisal Report.

9. By December 1, 2012, Marathon shall complete an analysis of maximum build-out capacity for the Florida Keys Area of Critical State Concern, consistent with the requirement to maintain a 24-hour evacuation clearance time and the Florida Keys Carrying Capacity Study constraints. This analysis shall be prepared in coordination with the Department of Community Affairs, Monroe County and each municipality in the Keys.

10. By December 1, 2012, the Department of Community Affairs shall apply the derived clearance time to assess and determine the remaining allocations for the Florida Keys Areas of Critical State Concern. The Department will recommend appropriate revisions to the Administration Commission regarding the allocation rates and distribution of allocations to Monroe County, Marathon, Islamorada, Key West, Layton and Key Colony Beach or identify alternative evacuation strategies that support the 24-hour hurricane evacuation clearance time. If necessary, the Department of Community Affairs shall work with each local government to amend the respective Comprehensive Plans to reflect revised allocation rates and distributions or propose rule making to the Administration Commission.

11. By July 1, 2013, based on the Department of Community Affairs' recommendations, Marathon shall amend the current building permit allocation system (BPAS in the Comprehensive Plan and Land Development Regulations) based on infrastructure availability, level of service standards, environmental carrying capacity, and hurricane evacuation clearance time.

(b) Wastewater Implementation.

1. By July 1, 2011 and each July 1 thereafter, Marathon shall annually evaluate and allocate funding for wastewater implementation. Marathon shall identify any funding in the annual update to the Capital Improvements Element of the Comprehensive Plan.

2. December 1, 2013, Marathon shall work with the owners of wastewater facilities and onsite systems throughout the City and the Department of Environmental Protection (DEP) and the Department of Health (DOH) to fulfill the requirements of Sections 381.0065(3)(h) and (4)(l) and 403.086(10), F.S., regarding implementation of wastewater treatment and disposal. This will include coordination of actions with DOH and DEP to notify owners regarding systems that will not meet 2015 treatment and disposal requirements.

3. By July 1, 2011, Marathon shall evaluate its wastewater needs and state and federal funding opportunities and apply annually to at least one state or federal grant program for wastewater projects and connections.

4. By July 1, 2011, Marathon shall continue to develop and implement local funding programs necessary to timely fund wastewater construction and future operation, maintenance and replacement facilities.

5. By July 1, 2011 and each year through 2013, Marathon shall annually draft a resolution requesting the issuance of a portion of the \$200 million of bonds authorized under Section 215.619, F.S., and an appropriation of sufficient debt service for those bonds, for the construction of wastewater projects within the Florida Keys.

6. By July 1, 2011, Marathon shall develop a mechanism to provide accurate and timely information and establish Marathon's annual funding allocations necessary to provide evidence of unmet funding needs to support the issuance of bonds authorized under Section 215.619, F.S., and to assure the timely completion of work as necessary to fulfill any terms and conditions associated with bonds.

7. By December 1, 2012, Marathon shall provide a report of addresses and the property appraiser's parcel numbers of any property owner that fails or refuses to connect to the central sewer facility within the required timeframe to the Monroe County Health Department and the Department of Community Affairs. This report shall describe the status of Marathon's enforcement action and provide the circumstances of why enforcement may or may not have been initiated.

(c) Wastewater Project Implementation.

1. Sub area 1: Knight's Key.

- a. By July 1, 2011, Marathon shall secure plant site;
- b. By December 1, 2011, Marathon shall construct Knight's Key Wastewater Plant;
- c. By May 1, 2012, Marathon shall initiate connections; and
- d. By July 1, 2012, Marathon shall complete connections (100%).

2. Sub area 2: Boot Key (non-service area).

By July 1, 2011, Marathon shall ensure completion of upgrade.

3. Sub area 3: 11 Street – 39 Street (Vaca Key West).

- a. By July 1, 2011, Marathon shall complete construction of plant;
- b. By July 1, 2011, Marathon shall complete construction of collection system;
- c. By July 1, 2011, Marathon shall initiate connections; and
- d. By July 1, 2012, Marathon shall complete connections (100%).

4. Sub area 4: Gulfside 39 Street (Vaca Key Central).

By July 1, 2013, Marathon shall complete connections (100%).

5. Sub area 5: Little Venice (60 Street – Vaca Cut East).

- a. By July 1, 2012, Marathon shall complete construction of collection system;
- b. By July 1, 2012, Marathon shall initiate connections for Phase II;
- c. By July 1, 2013, Marathon shall complete connections (100%) for Phase II.

6. Sub area 6-Vaca Cut-Coco Plum (Fat Key Deer West).

By July 1, 2011, Marathon shall complete connections (100%).

7. Sub area 7: Tom Harbor Bridge-Grassy Key.

- a. By July 1, 2012, Marathon shall complete construction of plant;
- b. By July 1, 2012, Marathon shall bid and award design of collection system;
- c. By July 1, 2012, Marathon shall construction of collection system;
- d. By July 1, 2012, Marathon shall initiate connections; and
- e. By July 1, 2013, Marathon shall complete connections (100%).

(d) Stormwater Treatment Facilities.

1. Beginning July 1, 2011 and each July 1 thereafter Marathon shall annually evaluate and allocate funding for stormwater implementation. Marathon shall identify any funding in the annual update to the Capital Improvements Element of the Comprehensive Plan.

2. Beginning July 1, 2011 and each July 1 thereafter, Marathon shall annually apply for stormwater grants from the South Florida Water Management District.

3. Sub area 3: 11 Street – 37 Street (Vaca Key West): By July 1, 2011, complete Stormwater Treatment Facilities simultaneously with wastewater projects, including the direct outfall retrofits for 27th Street and 24th Street.

4. Sub area 5: Little Venice (60 Street – Vaca Cut East): By July 1, 2012, complete Stormwater Treatment Facilities simultaneously with wastewater projects.

5. Sub area 7: Tom Harbor Bridge-Grassy Key: By July 1, 2012, complete Stormwater Treatment Facilities simultaneously with wastewater projects.

6. By July 1, 2012, Marathon shall eliminate direct outfall retrofits for: 27th Street, Sombrero Islands, 24th Street, and 52nd Street.

*Rulemaking Authority 380.0552(9), 380.05(22) FS. Law Implemented 380.0552 FS. History--New 6-17-11.*

### **28-19.310 Comprehensive Plan.**

(1) The Comprehensive Plan of Islamorada, Village of Islands, as the same exists on January 1, 2011, is hereby amended to read as follows:

(2) Policy 1-3.1.1 Islamorada Work Program Conditions and Objectives.

(a) The number of permits issued annually for residential development under the Residential Building Permit Allocation System (BPAS) shall not exceed a total annual unit cap of 22 market rate units and 6 affordable housing units, plus any available unused BPAS allocations from the previous BPAS year. Unused BPAS allocations may be retained and made available only for affordable housing and Administrative Relief from BPAS year to BPAS year. Unused market rate allocations shall be available for Administrative Relief. Any unused affordable allocations will roll over to affordable housing. This BPAS allocation represents the total number of allocations for development that may be issued during a year. A BPAS year means the twelve-month period beginning on July 13.

(b) Beginning November 30, 2011, the Village and the Department of Community Affairs shall annually report to the Administration Commission documenting the degree to which the work program objectives for the work program year have been achieved. The Commission shall consider the findings and recommendations provided in those reports and shall determine whether progress has been achieved toward accomplishing the tasks of the work program. If the Commission determines that progress has not been made, the unit cap for residential development shall be reduced by 20 percent for the following year.

(3) Policy 2-1. 2.10 Hurricane Modeling.

For hurricane evacuation clearance time modeling purposes, clearance time shall begin when the Monroe County Emergency Management Coordinator issues the evacuation order for the permanent population for a hurricane that is classified as a Category 3-5 wind event or Category C-E surge event. The termination point shall be the intersection of U.S. Highway One and the Florida Turnpike in Homestead/Florida City.

(4) Reporting and Oversight.

(a) Through the Permit Allocation Systems, Islamorada shall direct new growth and redevelopment to areas served by or that would be served a central sewer system by December 2015, that has committed funding or planned funding sources. Committed or planned funding is funding that is financially feasible and reflected in a Capital Improvements Element approved by the Department of Community Affairs. Prior to the ranking and approval of awards for an allocation authorizing development of new principal structures, the Village of Islamorada shall coordinate with the central wastewater facility provider and shall increase an applicant's score by two points for parcels served by a collection line within a central wastewater facility service area where a central wastewater treatment facility has been constructed that meets the treatment standards of Sections 381.0065(4)(1) and 403.086(10), F.S., and where treatment capacity is available. The points shall only be awarded if a construction permit has been issued for the collection system and the parcel lies within the service area of the wastewater treatment facility.

(b) If the Commission determines that progress has been made for the work program year, then the Commission shall restore the unit cap for residential development for the following year up to a maximum of 28 allocations per BPAS year.

(c) Wastewater treatment and disposal in Islamorada is governed by the requirements of Sections 381.0065(4)(1) and 403.086(10), F.S. Nothing in this rule shall be construed to limit the authority of the Department of Environmental Protection or Department of Health to enforce Sections 381.0065(4)(1) and 403.086(10), F.S.

(d) Notwithstanding any other date set forth in this plan, the dates set forth in the work program shall control where conflicts exist.

(5) WORK PROGRAM.

(a) Carrying Capacity Implementation.

1. By July 1, 2011 and each July 1 thereafter, Islamorada shall evaluate its land acquisition needs and state and federal funding opportunities and apply to at least one state or federal land acquisition grant program.

2. By July 1, 2012, Islamorada shall enter into a memorandum of understanding with the Department of Community Affairs, Division of Emergency Management, Marathon, Monroe, Key West, Key Colony Beach, and Layton after a notice, public workshop and comment period of at least 30 days for interested parties. The memorandum of understanding shall stipulate, based on professionally acceptable data and analysis, the input variables and assumptions, including regional considerations, for utilizing the Florida Keys Hurricane Evacuation Model or other models acceptable to the Department to accurately depict evacuation clearance times for the population of the Florida Keys.

3. By July 1, 2012, the Florida Keys Hurricane Evacuation Model shall be run with the agreed upon variables from the memorandum of understanding. Islamorada and the Department of Community Affairs shall update the data for the Florida Keys Hurricane Evacuation Model as professionally acceptable sources of information are released (such as the Census, American Communities Survey, Bureau of Business and Economic Research, and other studies). Islamorada shall also evaluate and address appropriate adjustments to the hurricane evacuation model within each Evaluation and Appraisal Report.

4. By July 1, 2012, Islamorada shall complete an analysis of maximum build-out capacity for the Florida Keys Area of Critical State Concern, consistent with the requirement to maintain a 24-hour evacuation clearance time and the Florida Keys Carrying Capacity Study constraints. This analysis shall be prepared in coordination with the Department of Community Affairs, Monroe County and each municipality in the Keys.

5. By July 1, 2012, the Department of Community Affairs shall apply the derived clearance time to assess and determine the remaining allocations for the Florida Keys Areas of Critical State Concern. The Department will recommend appropriate revisions to the Administration Commission regarding the allocation rates and distribution of allocations to Monroe County, Marathon, Islamorada, Key West, Layton and Key Colony Beach or identify alternative evacuation strategies that support the 24-hour evacuation clearance time. If necessary, Department of Community Affairs shall work with each local government to amend the Comprehensive Plans to reflect revised allocation rates and distributions or propose rule making to the Administration Commission.

6. By July 1, 2013, based on the Department of Community Affairs' recommendations, Islamorada shall amend the current building permit allocation system (BPAS in the Comprehensive Plan and Land Development Regulations) based on infrastructure availability, level of service standards, environmental carrying capacity constraints, and hurricane evacuation clearance time.

(b) Wastewater Implementation.

1. Beginning July 1, 2011 and each July 1 thereafter, Islamorada shall identify any funding for wastewater implementation. Islamorada shall identify any funding in the annual update to the Capital Improvements Element of the Comprehensive Plan.

2. By December 1, 2013, Islamorada shall provide a final determination of non-service areas requiring upgrade to meet Sections 381.0065(4)(l) and 403.086(10), F.S., wastewater treatment and disposal standards. This shall be in the form of a resolution including a map of the non-service areas.

3. By December 1, 2013, Islamorada shall work with the owners of wastewater facilities and on site systems throughout the Village and the Department of Environmental Protection (DEP) and the Department of Health (DOH) to fulfill the requirements of Sections 381.0065(3)(h) and (4)(l) and 403.086(10), F.S., regarding implementation of wastewater treatment and disposal systems. This will include coordination of actions with DOH and DEP to notify owners regarding systems that will not meet 2015 treatment and disposal standards.

4. By July 1, 2011 and by July 1 of each year thereafter, Islamorada shall evaluate its wastewater needs and state and federal funding opportunities and apply annually to at least one state or federal grant program for wastewater projects and connections.

5. By September 1, 2011, Islamorada shall develop and implement local funding programs necessary to timely fund wastewater construction and future operation, maintenance and replacement of facilities.

6. By July 1, 2011 and each July 1 thereafter through 2013, Islamorada shall annually draft a resolution requesting the issuance of a portion of the \$200 million of bonds authorized under Section 215.619, F.S., and an appropriation of sufficient debt service for those bonds, for the construction of wastewater projects within the Florida Keys.

7. By July 1, 2011 and each July 1 thereafter through 2013, Islamorada shall develop a mechanism to provide accurate and timely information and establish Islamorada's annual funding allocations necessary to provide unmet funding needs to support the issuance of bonds authorized under Section 215.619, F.S., and to assure the timely completion of work as necessary to fulfill any terms and conditions associated with bonds.

8. By December 1, 2013, Islamorada shall provide a report of addresses and the property appraiser's parcel numbers of any property owner that fails or refuses to connect to the central sewer facility within the required timeframe to the Monroe County Health Department, Department of Environmental Protection and the Department of Community Affairs. This report shall describe the status of Islamorada's enforcement action and provide the circumstances of why enforcement may or may not have been initiated.

(c) Wastewater Project Implementation.

1. By June 1, 2011, Islamorada shall provide a wastewater financing plan to the Department of Community Affairs and Administration Commission.

2. By July 1, 2011, Islamorada shall conclude negotiations with Key Largo Wastewater Treatment District for treatment capacity.

3. By July 1, 2011, Islamorada shall advertise for proposal for design build operate finance construction of Village-wide wastewater system.

4. By July 1, 2011 submit a copy of contract agreement with Key Largo Wastewater District documenting acceptance of effluent or alternative plan with construction of wastewater treatment plants in Village that ensures completion and connection of customers by December 2015.

5. By July 1, 2011, Islamorada shall make available to its customers an additional 700 connections (Phase II) to the North Plantation Key Wastewater Treatment Plant (WWTP).

6. By September 1, 2011, Islamorada shall select the design build operate finance contractor for the Village-wide wastewater system.

7. By October 1, 2011, Islamorada shall submit a wastewater construction status report to the Department of Community Affairs and the Administration Commission which includes substantial completion of construction prior to January 1, 2015 and final completion prior to July 1, 2015.

8. By September 1, 2013, Islamorada shall complete final design of the Village-wide wastewater system.

9. By December 1, 2013, Islamorada shall commence construction of the Village-wide wastewater system.

10. By June 1, 2014, Islamorada shall make available to its customers 25% of the Equivalent Dwelling Unit (EDU) connections to the Village-wide wastewater system.

11. By December 1, 2014, Islamorada shall make available to its customers 50% of the Equivalent Dwelling Unit (EDU) connections to the Village-wide wastewater system.

12. By June 1, 2015, Islamorada shall make available to its customers 75% of the Equivalent Dwelling Unit (EDU) connections to the Village-wide wastewater system.

13. By December 1, 2015, Islamorada shall make available to its customers 100% of the Equivalent Dwelling Unit (EDU) connections to the Village-wide wastewater system.

*Rulemaking Authority 380.0552(9), 380.05(22) FS. Law Implemented 380.0552 FS. History--New 6-17-11.*



### **28-20.140 Comprehensive Plan.**

(1) The Monroe County Comprehensive Plan Policy Document, as the same exists on January 1, 2011, is hereby amended to read as follows:

(2) Policy 101.2.13 Monroe County Work Program Conditions and Objectives.

(a) Monroe County shall establish and maintain a Permit Allocation System for new residential development. The Permit Allocation System shall supersede Policy 101.2.1.

(b) The number of permits issued annually for residential development under the Rate of Growth Ordinance shall not exceed a total annual unit cap of 197, plus any available unused ROGO allocations from a previous ROGO year. Each year's ROGO allocation of 197 units shall be split with a minimum of 71 units allocated for affordable housing in perpetuity and market rate allocations not to exceed 126 residential units per year. Unused ROGO allocations may be retained and made available only for affordable housing and Administrative Relief from ROGO year to ROGO year. Unused allocations for market rate shall be available for Administrative Relief. Any unused affordable allocations will roll over to affordable housing. A ROGO year means the twelve-month period beginning on July 13.

(c) This allocation represents the total number of allocations for development that may be issued during a ROGO year. No exemptions or increases in the number of allocations may be allowed, other than that which may be expressly provided for in the comprehensive plan or for which there is an existing agreement as of September 27, 2005, for affordable housing between the Department and the local government in the critical areas.

(d) Through the Permit Allocation Systems, Monroe County shall direct new growth and redevelopment to areas served or that would be served by a central sewer system by December 2015 that has committed or planned funding. Committed or planned funding is funding that is financially feasible and reflected in a Capital Improvements Element approved by the Department of Community Affairs. Prior to the ranking and approval of awards for an allocation authorizing development of new principal structures, Monroe County, shall coordinate with the central wastewater facility provider and shall increase an applicant's score by four points for parcels served by a collection line within a central wastewater facility service area where a central wastewater treatment facility has been constructed that meets the treatment standards of Section 403.086(10), F.S., and where treatment capacity is available. The points shall only be awarded if a construction permit has been issued for the collection system and the parcel lies within the service area of the wastewater treatment facility.

(3) Reporting and Oversight.

(a) Beginning November 30, 2011, Monroe County and the Department of Community Affairs shall annually report to the Administration Commission documenting the degree to which the work program objectives for the work program year have been achieved. The Commission shall consider the findings and recommendations provided in those reports and shall determine whether progress has been achieved. If the Commission determines that progress has not been made, the unit cap for residential development shall be reduced by 20 percent for the following ROGO year.

(b) If the Commission determines that progress has been made for the work program year, then the Commission may restore the unit cap for residential development for the following year up to a maximum of 197 allocations per ROGO year.

(c) Notwithstanding any other date set forth in this plan, the dates set forth in the work program shall control where conflicts exist.

(d) Wastewater treatment and disposal in Monroe County is governed by the requirements of Sections 381.0065(4) and 403.086(10), F.S. Nothing in this rule shall be construed to limit the authority of the Department of Environmental Protection or the Department of Health to enforce Sections 381.0065(4) and 403.086(10), F.S.

(4) Policy 216.1.19. Hurricane Modeling.

For the purposes of hurricane evacuation clearance time modeling purposes, clearance time shall begin when the Monroe County Emergency Management Coordinator issues the evacuation order for permanent residents for a hurricane that is classified as a Category 3-5 wind event or Category C-E surge event. The termination point shall be U.S. Highway One and the Florida Turnpike in Homestead/Florida City.

(5) WORK PROGRAM.

(a) Carrying Capacity Study Implementation.

1. By July 1, 2012, Monroe County shall adopt the conservation planning mapping (the Tier Zoning Overlay Maps and System) into the Comprehensive Plan based upon the recommendations of the Tier Designation Review Committee with the adjusted Tier boundaries.

2. By July 1, 2012, Monroe County shall adjust the Tier I and Tier IIIA (SPA) boundaries to more accurately reflect the criteria for that Tier as amended by Final Order DCA07-GM166 and implement the Florida Keys Carrying Capacity Study, utilizing the updated habitat data, and based upon the recommendations of the Tier Designation Review Committee Work Group.

3. By July 1, 2012, Monroe County shall create Goal 106 to complete the 10 Year Work Program found in Rule 28-20.110, F.A.C., and to establish objectives to develop a build-out horizon in the Florida Keys and adopt conservation planning mapping into the Comprehensive Plan.

4. By July 1, 2012, Monroe County shall create Objective 106.2 to adopt conservation planning mapping (Tier Maps) into the Monroe Comprehensive Plan based upon the recommendations of the Tier Designation Review Committee Work Group.

5. By July 1, 2012, Monroe County shall adopt Policy 106.2.1 to require the preparation of updated habitat data and establish a regular schedule for continued update to coincide with evaluation and appraisal report timelines.

6. By July 1, 2012, Monroe County shall adopt Policy 106.2.2 to establish the Tier Designation Work Group Review Committee to consist of representatives selected by the Florida Department of Community Affairs from Monroe County, Florida Fish & Wildlife Conservation Commission, United States Fish & Wildlife Service, Department of Environmental Protection and environmental and other relevant interests. This Committee shall be tasked with the responsibility of Tier designation review utilizing the criteria for Tier placement and best available data to recommend amendments to ensure implementation of and adherence to the Florida Keys Carrying Capacity Study. These proposed amendments shall be recommended during 2009 and subsequently coincide with the Evaluation and Appraisal report timelines beginning with the second Evaluation and Appraisal review which follows the adoption of the revised Tier System and Maps as required above adopted in 2011. Each evaluation and appraisal report submitted following the 2011 evaluation and appraisal report shall also include an analysis and recommendations based upon the process described above.

7. By July 1, 2012 and each July thereafter, Monroe County and the Monroe County Land Authority shall submit a report annually to the Administration Commission on the land acquisition funding and efforts in the Florida Keys to purchase Tier I and Big Pine Key Tier II lands and the purchase of parcels where a Monroe County building permit allocation has been denied for four (4) years or more. The report shall include an identification of all sources of funds and assessment of fund balances within those sources available to the County and the Monroe County Land Authority.

8. By July 1, 2012, Monroe County shall adopt Land Development Regulations to require that administrative relief in the form of the issuance of a building permit is not allowed for lands within the Florida Forever targeted acquisition areas or Tier I lands unless, after 60 days from the receipt of a complete application for administrative relief, it has been determined the parcel will not be purchased by any county, state, federal or any private entity. The County shall develop a mechanism to routinely notify the Department of Environmental Protection of upcoming administrative relief requests at least 6 months prior to the deadline for administrative relief.

9. By July 1, 2012, in order to implement the Florida Keys Carrying Capacity Study, Monroe County shall adopt a Comprehensive Plan Policy to discourage private applications for future land use changes which increase allowable density/intensity.

10. By July 1, 2011, Monroe County shall evaluate its land acquisition needs and state and federal funding opportunities and apply annually to at least one state or federal land acquisition grant program.

11. By July 1, 2012, Monroe County shall enter into a memorandum of understanding with the Department of Community Affairs, Division of Emergency Management, Marathon, Islamorada, Key West, Key Colony Beach, and Layton after a notice and comment period of at least 30 days for interested parties. The memorandum of understanding shall stipulate, based on professionally acceptable data and analysis, the input variables and assumptions, including regional considerations, for utilizing the Florida Keys Hurricane Evacuation Model or other models acceptable to the Department to accurately depict evacuation clearance times for the population of the Florida Keys.

12. By July 1, 2012, the Florida Keys Hurricane Evacuation Model shall be run with the agreed upon variables from the memorandum of understanding to complete an analysis of maximum build-out capacity for the Florida Keys Area of Critical State Concern, consistent with the requirement to maintain a 24-hour evacuation clearance time and the Florida Keys Carrying Capacity Study constraints. This analysis shall be prepared in coordination with the Department of Community Affairs and each municipality in the Keys.

13. By July 1, 2012, the County and the Department of Community Affairs shall update the data for the Florida Keys Hurricane Evacuation Model as professionally acceptable sources of information are released (such as the Census, American Communities

Survey, Bureau of Economic and Business Research, and other studies). The County shall also evaluate and address appropriate adjustments to the hurricane evacuation model within each Evaluation and Appraisal Report.

14. By July 1, 2012, the Department of Community Affairs shall apply the derived clearance time to assess and determine the remaining allocations for the Florida Keys Areas of Critical State Concern. The Department will recommend appropriate revisions to the Administration Commission regarding the allocation rates and distribution of allocations to Monroe County, Marathon, Islamorada, Key West, Layton and Key Colony Beach or identify alternative evacuation strategies that support the 24 hour evacuation clearance time. If necessary, the Department of Community Affairs shall work with each local government to amend the Comprehensive Plans to reflect revised allocation rates and distributions or propose rule making to the Administration Commission.

15. By July 1, 2013, if necessary, the Department of Community Affairs shall work with each local government to amend the Comprehensive Plan to reflect revised allocation rates and distribution or propose rule making to the Administration Commission.

(b) Wastewater Implementation.

1. By July 1, 2011, Monroe County shall annually evaluate and allocate funding for wastewater implementation. Monroe County shall identify any funding in the annual update to the Capital Improvements Element of the Comprehensive Plan.

2. By December 1, 2013, Monroe County shall work with the owners of wastewater facilities and onsite systems throughout the County and the Department of Health (DOH) and the Department of Environmental Protection (DEP) to fulfill the requirements of Sections 403.086(10) and 381.0065(3)(h) and (4)(l), F.S., regarding implementation of wastewater treatment and disposal. This will include coordination of actions with DOH and DEP to notify owners regarding systems that will not meet the 2015 treatment and disposal standards.

3. By July 1, 2011, Monroe County shall annually draft a resolution requesting the issuance of \$50 million of the \$200 million of bonds authorized under Section 215.619, F.S., and an appropriation of sufficient debt service for those bonds, for the construction of wastewater projects within the Florida Keys.

4. By July 1, 2011, Monroe County shall develop a mechanism to provide accurate and timely information and establish the County's annual funding allocations necessary to provide evidence of unmet funding needs to support the issuance of bonds authorized under Section 215.619, F.S., and to assure the timely completion of work as necessary to fulfill any terms and conditions associated with bonds.

5. By July 1, 2011, Monroe County shall evaluate its wastewater needs and state and federal funding opportunities and apply annually to at least one state or federal grant program for wastewater projects and connections.

6. By July 1, 2011, Monroe County shall develop and implement local funding programs necessary to timely fund wastewater construction and future operation, maintenance and replacement of facilities.

7. By December 1, 2013, the County shall provide a report of addresses and the property appraiser's parcel numbers of any property owner that fails or refuses to connect to the central sewer facility within the required timeframe to the Monroe County Health Department, Department of Environmental Protection, and the Department of Community Affairs. This report shall describe the status of the County's enforcement action.

(c) Wastewater Project Implementation.

1. Key Largo Wastewater Treatment Facility. Key Largo Wastewater Treatment District is responsible for wastewater treatment in its service area and the completion of the Key Largo Wastewater Treatment Facility.

a. By July 1, 2012, Monroe County shall complete construction of the South Transmission Line;

b. By July 1, 2013, Monroe County shall complete design of Collection basin C, E, F, G, H, I, J, and K;

c. By July 1, 2012, Monroe County shall complete construction of Collection basins E-H;

d. By December 1, 2011, Monroe County shall schedule construction of Collection basins I-K;

e. By July 1, 2011, Monroe County shall complete construction of Collection basins I-K;

f. By July 1, 2011, Monroe County shall complete 50% of hook-ups to Key Largo Regional WWTP;

g. By July 1, 2012, Monroe County shall complete 75% of hook-ups to Key Largo Regional WWTP;

h. By July 1, 2013, Monroe County shall complete all remaining connections to Key Largo Regional WWTP.

2. Hawk's Cay, Duck Key and Conch Key Wastewater Treatment Facility.

a. By July 1, 2012, Monroe County shall complete construction of Hawk's Cay WWTP upgrade/expansion, transmission, and collection system;

b. By July 1, 2013, Monroe County shall complete construction of Duck Key collection system;

c. By July 1, 2012, Monroe County shall initiate property connections to Hawk's Cay WWTP;

- d. By December 1, 2012, Monroe County shall complete 50% of hook-ups to Hawk's Cay WWTP;
  - e. By July 1, 2013, Monroe County shall complete 75% of hook-ups to Hawk's Cay WWTP; and
  - f. By July 1, 2014, Monroe County shall complete all remaining connections to Hawk's Cay WWTP.
3. South Lower Keys Wastewater Treatment Facility (Big Coppitt Regional System).
- a. By July 1, 2012, Monroe County shall complete 75% hookups to South Lower Keys WWTP; and
  - b. By July 1, 2013, Monroe County shall complete all remaining connections to the South Lower Keys WWTP.
4. Cudjoe Regional Wastewater Treatment Facility.
- a. By July 1, 2011, Monroe County shall complete planning and design documents for the Cudjoe Regional Wastewater Treatment Facility, the Central Area (Cudjoe, Summerland, Upper Sugarloaf) collection system and the Central Area Transmission Main;
  - b. By October 1, 2012, Monroe County shall initiate construction of Wastewater Treatment Facility, Central Area Collection System and Central Area Transmission Main;
  - c. By July 1, 2014, Monroe County shall initiate construction of Wastewater Treatment Facility, Central Area Collection System and Central Area Transmission Main;
  - d. By February 1, 2012, Monroe County shall complete construction of Wastewater Treatment, Outer Area Collection System and Transmission Main;
  - e. By February 1, 2015, Monroe County shall complete construction of Outer Area collection and transmission main;
  - f. By July 1, 2014, Monroe County shall initiate property connections – complete 25% of hook-ups to Cudjoe Regional WWTP;
  - g. By July 1, 2015, Monroe County shall complete 50% of hook-ups to Cudjoe Regional WWTP; and
  - h. By December 1, 2015, Monroe County shall complete remaining hook-ups to Cudjoe Regional WWTP.
- (d) Stormwater Treatment Facilities.
- 1. By July 1, 2011, Monroe County shall evaluate and allocate funding for stormwater implementation. Monroe County shall identify any funding in the annual update to the Capital Improvements Element of the Comprehensive Plan.
  - 2. By July 1, 2011, Monroe County shall apply for stormwater grants from the South Florida Water Management District.
  - 3. By July 1, 2011, Monroe County shall complete Card Sound Road stormwater improvements.

**MONROE COUNTY 10-YEAR WORK PROGRAM**

**WORK PROGRAM TASKS REMAINING INCOMPLETE OR IN PROGRESS**

**YEAR FOUR (July 13, 2000 through July 12, 2001).**

- A. Continue implementation of Wastewater Master Plan, execute interagency agreements to define construction schedule by phases, and continue developing facility plans for selected Hot Spots in each ROGO area. Secure funding to implement the Wastewater Master Plan. Document that reduction in nutrients has been achieved within each of the sub-areas.

**YEAR SIX (July 13, 2002 through July 12, 2003).**

- A. Continue construction of wastewater facilities in Hot Spots begun in previous year. Contract to design and construct additional wastewater treatment facilities in Hot Spots in accordance with the schedule of the Wastewater Master Plan. Continue implementation of Wastewater Master Plan with emphasis on Hot Spots.
- B. Implement the carrying capacity study by, among other things, the adoption of all necessary plan amendments to establish a rate of growth and a set of development standards that ensure that any and all new development does not exceed the capacity of the county's environment and marine system to accommodate additional impacts. Plan amendments will include a review of the County's Future Land Use Map series and changes to the map series and the "as of right" and "maximum" densities authorized for the plan's future land use categories based upon the natural character of the land and natural resources that would be impacted by the currently authorized land uses, densities and intensities.

**YEAR SEVEN (July 13, 2003 through July 12, 2004).**

- A. Finalize construction and begin operating wastewater facilities in Hot Spots. Continue implementation of Wastewater Master Plan with continued emphasis on Hot Spots.

**YEAR EIGHT (July 13, 2004 through July 12, 2005).**

- F. Adopt amendments to the comprehensive plan and land development regulations to enact overlay designations, and eliminate or revise the Habitat Evaluation Index, and modify the ROGO/NROGO system to guide development away from environmentally sensitive lands.
- M. Complete projects identified in the Stormwater Management Master Plan.
- Q. Complete a comprehensive analysis of hurricane evacuation issues in the Florida Keys and develop strategies to reduce actual hurricane clearance times and thereby reduce potential loss of life from hurricanes.

**YEAR NINE (July 13, 2005 through July 12, 2006).**

- A. In coordination with the Florida Keys Aqueduct Authority and the Key Largo Sewer District, initiate the process to obtain \$80 million in bond financing secured by connection fees.
- B. Secure site for Lower Keys and Key Largo wastewater facilities.

**YEAR TEN (July 13, 2006 through July 12, 2007).**

- A. Award contract for design, construction and operation for the lower Keys and Key Largo wastewater facilities.
- B. Begin construction of the Lower Keys and Key Largo wastewater plants.
- C. Initiate connections to Lower Keys and Key Largo wastewater systems.
- D. Complete construction and hookups for Baypoint, Conch Key and Key Largo Trailer Islamorada/Key Largo Park.
- E. Obtain \$80 million in bond financing secured by connection fees.

## Chronology of Work Program

### **1991**

- Monroe County adopted its Comprehensive Plan to meet the requirements of the 1985 Growth Management Act.

### **1993**

- The Comprehensive Plan was found not-in-compliance by the Department of Community Affairs (DCA).
- Only the Cities of Key West and Key Colony Beach have public wastewater facilities with secondary treatment.

### **1994**

- An administrative hearing was conducted to determine the validity of the DCA's approval and rejection of rules and as well as proposed Rule 28-20.100, Florida Administrative Code (F.A.C.).

### **1995**

- Hearing officer's recommended order finds that near shore water quality has exceeded its carrying capacity.
- The Administration Commission entered a Final Order, finding the Plan not in compliance, noticing a proposed rule and ordering facilitated rulemaking/mediation to address outstanding issues.

### **1996**

- Ninety percent of the Plan became effective. Disputed provisions of the rule required further action.
- Mediation was conducted resulting in subsequent rule changes. The amended rule introduced the Five-Year Work Program.
- Rule changes were again challenged. At this point in time, Monroe County intervened in alignment with the Administration Commission.
- An administrative hearing was conducted. The proposed rule was upheld by Final Order and the Administration Commission.
- Annual reports related to the implementation of the Work Program are required to be submitted to the Governor and Cabinet. Lack of substantial progress would result in a loss of the 20% of annual allocation of building permits, originally established at 255 permits per year.
- Five-Year Work Program requires the development of a carrying capacity analysis study completed by July 2002.
- The US Army Corps of Engineers and the DCA form a partnership to jointly fund and complete the carrying capacity study. A scope of work is drafted, reviewed and

## Chronology of Work Program

completed. The technical contractor is hired and work begins on the Carrying Capacity Impact Analysis Model (CCIAM) and the study. The draft final report is issued in 2001.

### **1997**

- Governor and Cabinet adopt Five-Year Work Program that emphasizes preparation, adoption and implementation of wastewater management master plan for the Florida Keys.
- The cesspit identification program estimates there are 23,000 private On Site Sewage Treatment and Disposal Systems which include 7,200 unknown systems and estimates there may be as many as 2,000 cesspits among the unknown systems.
- Monroe County adopts an ordinance (03-1997) to identify and eliminate cesspits.
- The ordinance and final order were appealed, oral arguments were heard and the First District Court of Appeal's affirmed the Final Order in December 1997.

### **1998**

- The first Annual Report regarding progress in achieving the tasks of the Work Program is reported to the Administration Commission (Governor and Cabinet). The DCA recommends that substantial progress has been achieved.
- The Village of Islamorada incorporates and begins working on its Comprehensive Plan. Its initial allocation is set at 28 permits.
- DCA provides \$845,000 to Monroe County and the Village of Islamorada for cesspit identification and removal.

### **1999**

- Legislature adopts HB 99-395 which sets water quality standards for the Florida Keys and mandates implementation of the wastewater management plan by 2010.
- The Governor and Cabinet revise the Work Program as follows:
  - Accelerate the pace and increase the effectiveness of the cesspit replacement effort through both a regulatory and an incentive-based program;
  - Establish one priority service area in each Rate of Growth Ordinance (ROGO) area of the Florida Keys (Upper, Middle, and Lower) and initiate planning, design, and construction of these community wastewater systems so that each system will begin operating by July 12, 2003;
  - After these three community wastewater systems in the priority service area become operational, continue implementation of the Master Plan and maintain an emphasis on service areas; and

## Chronology of Work Program

- Initiate cesspit identification and elimination outside of the service areas: elimination of all cesspits outside of the service areas shall be complete by July 12, 2003.
- The second Annual Report to the Administration Commission documents a lack of substantial completion of Work Program tasks and recommends a 20% reduction in building permits. The report identifies lack of progress in cesspit identification and removal and recommends that the Five-Year Work Program be revised.
- Rule 28-20.100, F.A.C., is amended to implement the above-mentioned recommendations.
- The City of Marathon becomes incorporated. Marathon is allocated 24 permits (reflecting the 20% reduction) and Rule 28-18, F.A.C., is adopted.
- Funding begins to appear for design/construction of wastewater facilities from Hazard Mitigation Unmet Needs funds, a legislature appropriation, and the Monroe County Infrastructure Sales Tax.
- Monroe County adopts Ordinance 031-1999 and initiates the term “Hot Spot” to define areas that will become a wastewater service area.
- The Legislature adopts Chapter 99-395, Laws of Florida, which established 1) that all On Site Sewage Treatment and Disposal Systems that are classified as “unknown” and located within non-service areas must be upgraded or replaced by July 12, 2003 and 2) that all onsite systems shall cease discharging or shall be upgraded to Onsite Sewer Treatment and Disposal systems with nutrient reduction (OWNRS) by July 1, 2010.
- Efforts to widen the 18-Mile Stretch are challenged by environmental groups.
- The City of Key Colony Beach’s Wastewater plant is upgraded to Advanced Wastewater Treatment status.

## **2000**

- Monroe County adopts its wastewater management plan. The plan identifies forty-four study areas recommended for central or community wastewater systems at an estimated cost of \$437 million.
- FEMA/US Fish and Wildlife lawsuit from Monroe County environmental organization claiming that federal flood insurance is being granted to areas containing federally endangered species.
- DCA grants 99 affordable housing units to replace unlawful downstairs enclosures that may be removed in accordance with rule adopted by FEMA.
- Hurricane Evacuation Modeling projects the estimated evacuation clearance time for the county at 25 hours and 32 minutes.
- Affordable Housing Workshops conducted. Rule changes made to Florida Housing Finance Rules. Building permit allocations that had been lost in previous years are recycled to local governments for affordable housing.



## Chronology of Work Program

### **2001**

- DCA submits the Annual Report to the Administration Commission and recommends that substantial progress has been made and recommends that the Governor and Cabinet restore the permits that were taken away in 1999. The Governor and Cabinet initiate rule making to restore permits and the proposed rule is challenged.
- The Village of Islamorada adopts its Comprehensive Plan. The Plan is found not in compliance. Remedial amendments are found in compliance in September 2001.
- The draft Carrying Capacity report is completed and peer-reviewed by the Natural Research Council. In April 2002, the Council determines that the CCIAM is not ready to determine the ability of the Florida Keys ecosystem to withstand all impacts of additional development activities as required by Rule 28-20.100, F.A.C. The Research Council supports the Terrestrial Module of the study which found that development had exceeded the capacity of the Terrestrial environment to withstand additional development.

### **2001/2002**

- Construction and/or improvement of wastewater facilities commences in three sites:
  - Ocean Reef Sewer System upgrade and line extension;
  - Little Venice Wastewater Plant (New Construction) in the City of Marathon; and
  - Stock Island –Key West Resort Wastewater Plant collection lines expanded.

### **2002**

- DCA submits a revised rule based upon negotiations with challenging parties. The DCA recommends that adequate progress was not made in Years Four and Five of the Work Program. The Administration Commission reduces the permit allocation as follows:
  - Monroe County           158
  - Marathon                   24
  - Islamorada               14 (voluntarily reduced from 22)

### **2003**

- DCA submits a comprehensive summary of the Florida Keys ACSC Program since 1993 and an assessment of Work Program compliance by Monroe County, the City of Marathon and the Village of Islamorada.
- DCA identifies \$52 million that has been allocated from federal, state and local sources to wastewater management in the Florida Keys since this effort began.
- Hurricane Evacuation Workshops conducted and phased evacuation recommended by committee to be adopted into all local government Plans.
- Nutrient Reduction Credit program eliminated when Little Venice System comes online.
- 805 cesspits eliminated.

### **2005**

## Chronology of Work Program

- The following wastewater plants are under construction: Key Largo Plant, Plantation Key in Islamorada, Conch Key, Layton, Little Venice Plant in Marathon, Bay Point, and Key West Resort Wastewater Plant at Stock Island.
- DEP accelerates land acquisition efforts and Florida Forever boundaries are modified with support from local governments.
- The Village of Islamorada spends \$1 million in funding to improve stormwater management.
- The conversion of mobile home and recreational vehicle parks become a growing threat to de facto affordable housing.
- Florida legislature allocates \$7 million to the City of Marathon for wastewater construction.
- DCA recommends substantial progress has been made. Strides made in creating affordable housing,
- Moratorium on issuing units within high quality hammocks established.

### **2006**

- Bill 7121 requires uniform modeling of all regions of Florida and an update of surge zones to be consistent with Federal government uniform methodology on hurricane planning and modeling.

### **2008**

- The Administration Commission found that substantial progress was not achieved by Monroe County in completing the Work Program tasks and directs staff to prepare the 30-Day Report to local governments within the Florida Keys as required by Section 380.0552(4), Florida Statutes (F.S.), at the October 28, 2008 meeting.
- Administration Commission approved a 30-Day Report to Monroe County, the City of Marathon and the Village of Islamorada outlining the steps necessary for completion of Work Program tasks. The 30-Day Report details the tasks under the Work Program that must be accomplished in order for interim or substantial progress to be achieved. The Commission authorized staff to initiate rulemaking to implement the Work Program tasks.
- Technical Advisory Committee formed to evaluate hurricane evacuation modeling and determine additional hurricane evacuation studies that are needed.
- Rule Development Workshops in the Florida Keys.

### **2009**

- Rule Development Workshop in Tallahassee.

## Chronology of Work Program

### **2010**

- SB 550 is passed and amends Sections 380.0552, 381.0065, and 403.086, F.S., extending the deadline for the upgrade of On Site Sewage Treatment and Disposal Systems and package plants to December 31, 2015.

### **2011**

- Rules 28-18.400 (Marathon), 28-19.310 (Islamorada), and 28-20.140 (Monroe), F.A.C., are adopted by the Administration Commission and ratified by the Legislature. The rules codify the Work Program tasks.

## **Hurricane Evacuation Excerpt from the 2010 Florida Keys Area of Critical State Concern Annual Report**

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### **Division of Emergency Management Statewide Studies**

Section 163.3178, F.S., requires the Division of Emergency Management to manage the update of the statewide hurricane evacuation studies, ensure that the studies are done in a consistent manner, and ensure that the methodology used for modeling storm surge is that used by the National Hurricane Center. The Division of Emergency Management has contracted with Florida's Regional Planning Councils to carry out statewide regional evacuation studies in collaboration with county emergency management agencies to facilitate consistent methodology integrated mapping and analysis of evacuations across Florida. The model includes updated elevation data, surge modeling, behavioral analysis and an evacuation transportation analysis.

Section 163.3178, F.S., also requires comprehensive plans to address hazard mitigation and protection of human life against the effects of natural disaster, including the capability to safely evacuate the density of coastal population proposed in the future land use plan element in the event of an impending natural disaster. Further, local governments must maintain their adopted level of service for out-of-county hurricane evacuation for a category 5 storm event.

The Division of Emergency Management has developed a statewide modeling approach that included hazards, behavioral, shelter and regional evacuation transportation networks analysis. Behavioral surveys were conducted in each region. Planning assumptions regarding evacuation participation rates, perception of risk, destination assignments, and vehicle usage, were identified. The surge zones for each region were delineated. The analysis considers a wide variety and complexity of regional evacuations and multiple scenarios. The modeling tested various evacuation routes, timing strategies, shelter/refuge strategies, and traffic control measures in order to minimize clearance times.

Regional (multi-county) and multi-regional impacts, as well as impacts from or evacuees crossing from one county to another to other counties in the state were evaluated. Impacts on county and regional shelter supply, and the county and regional evacuation routes clearance times were determined based on scenarios, which affect part of the region, the entire region, and multiple regions. The modeling analyzes how evacuation can be handled for multiple regions evacuating at the same time.

For example, the South Florida Regional Evacuation Study, sponsored by the Division of Emergency Management, is based on values that are proximal to the Florida Keys Model which yields a similar evacuation clearance time, relying upon similar assumptions. The South Florida Regional Evacuation Study model and the Florida Keys Model utilize the 2000 Census data updated by subsequent building permit data provided by the local governments. Both models utilize occupancy rates, participation rates, response curves, and the revised flow rate capacities for US Highway 1 provided by the Florida Department of Transportation. Both models assume that tourists and mobile home occupants left when the phased evacuation order was issued.

The primary differences between the models pertain to participation and occupancy rates. The South Florida Regional Evacuation Study model uses a participation rate of 100 percent in its base scenario instead of the 90-95 percent participation rate used in the Florida Keys Hurricane Evacuation Model. The South Florida Regional Evacuation Study model relies upon the 2000 Census data for the occupancy rate because the Census data is more reliable with a broader base. The Florida Keys Model discounts the occupancy rate by 20 percent in recognition of the American Communities Survey which shows a decline in the occupancy rate for permanent units

Consistent with Section 163.3178, F.S., the base scenario of the South Florida Regional Evacuation Study will be used to evaluate requests for plan amendments that increase density and intensity within the Coastal High Hazard Area. Operational scenarios depict evacuation from Monroe County based upon hurricanes approaching from different directions. Operational scenario 8 of the operational scenarios indicates that the evacuation time for permanent residents with no other area being evacuated is currently **22 hours and 30 minutes**.

While the South Florida Regional Evacuation Study results have not been published at the time of report preparation, preliminary results indicate that **a regional evacuation** from Monroe County and Miami-Dade County for an order requiring **simultaneous** evacuation **would result in a clearance time that exceeds 24 hours**.

## **Conclusions**

The hurricane evacuation clearance time has been estimated utilizing different models, highway configurations and behavioral data. The resulting clearance times are between 16 hours and 16 minutes to 27 hours and 2 minutes. Both the Florida Keys Models and the South Florida Regional Evacuation Study provide model runs that reflect a clearance time of 22 hours and up to 30 minutes. Over the past two years the Department has updated the Florida Keys Hurricane Evacuation Model assisted by numerous technical experts. It is clear that hurricane evacuation models provide different outcomes based upon the assumptions made.

When reliable data are available, additional modeling should be done to evaluate how hurricane evacuation clearance time will be affected by the increase and distribution of development along US Highway 1 and the increase in occupancy of permanent units that are occupied on a seasonal basis. The results of the 2010 Census will begin their release in April 2011, with other data such as demographic profiles, summary files of aggregated data, and reports becoming available through September 2013. The 2010 Census data should be used to refine the occupancy rate for future model scenarios.

The Department proposes to conduct workshops over the next six months with the local governments, the Division of Emergency Management, and the South Florida Regional Planning Council to discuss the Memorandum of Understanding, evaluate the model parameters and the modifiable assumptions of the model. The Memorandum of Understanding should address the model that will be utilized as well as the assumptions that will be employed by the local

governments and the Department to run the model. Workshop discussions will also include an evaluation of the continued usefulness of the Florida Keys Hurricane Evacuation Model. The model was created more than ten years ago and more sophisticated, dynamic models are currently available, such as the South Florida Regional Evacuation Study. This model developed by the Division of Emergency Management which utilizes uniform criteria and modeling parameters that have been developed for use throughout Florida. The Memorandum of Understanding should address the model that will be utilized in the Florida Keys as well as the assumptions that will be employed by the local governments and the Department to run the model. The results of the evacuation clearance time are necessary to evaluate the number of new dwelling units that can be constructed in the Keys and still maintain the 24-hour hurricane evacuation clearance time.

Additional dialogue is needed among the Department, the Florida Keys local governments, the Division of Emergency Management and the Florida Department of Transportation to evaluate the use of South Florida Regional Hurricane Evacuation Study and to reach consensus on the assumptions that will be used in the model. Decisions are needed regarding the utilization of the South Florida Regional Hurricane Evacuation Study for hurricane evacuation in the future. Additional modeling should be conducted at the local government level to evaluate how evacuation clearance time is affected by the distribution of units along US Highway 1. A sensitivity test of the values and assumptions of the South Florida Regional Evacuation Study should be conducted.

## **Tropical Hardwood Hammock Clearing Excerpt from 2010 Florida Keys Area of Critical State Concern Annual Report**

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### **Conclusions**

In high quality hammock areas, Monroe County allows twice as much clearing as Islamorada and Marathon. The 10 percent allowed by the two municipalities is low for lots less than 15,000 square feet in size and may result in a clearing allowance that is not large enough to provide a buildable area. In the County, the amount of clearing allowed is high for lots 1 acre in size and larger.

Regarding moderate quality hammock, the municipalities allow a greater amount of clearing for lots over 15,000 square feet but lesser amounts of clearing for lots smaller than 5,000 square feet.

**Consensus Recommendations:** As a result of this analysis by the planning staff from the Department of Community Affairs, Monroe County, the city of Marathon and the Village of Islamorada, the following recommendations were made:

1. In Monroe County, the clearing of lots in Tier I shall be limited to 7,500 square feet per principal dwelling unit and associated accessory structures per buildable acres. For lots greater than 10,000 square feet, clearing for one driveway of reasonable configuration up to 18 feet in width is permitted for each parcel and shall be exempt from the clearing limitations to provide reasonable access to the property. Clearing for a driveway that is exempt from clearing limits shall be recommended by a County biologist and approved by the Planning Director. In no case shall clearing exceed 20 percent of the entire site.
2. In Monroe County, the clearing of lots in Tier II (Big Pine and No Name Key) shall be limited to 3,000 square feet or 40 percent, whichever is greater; however, clearing shall not exceed 7,500 square feet, regardless of the amount of upland native vegetation.
3. In Monroe County, add clearing limits for Tier IIIa (Special Protection Area). Clearing of Tier IIIa (Special Protection Area) shall be limited to 3,000 square feet or 40 percent, whichever is greater; however, clearing shall not exceed 7,500 square feet, regardless of the amount of upland native vegetation.
4. In Marathon, limit clearing of high quality hammock to a 7,500 square foot footprint for the principle structure. Additionally, allow one driveway no wider than 18 feet per parcel in high quality hammock that is exempt from clearing requirements; however, in no case shall clearing exceed 10 percent of the entire site.
5. In Islamorada and Marathon, limit the clearing of moderate quality hammock to 7,500 square feet or 30 percent, whichever is less.
6. For Marathon, Islamorada, and Monroe County, a minimum clearing area of 3,000 square feet shall be allowed to provide reasonable use of property.

7. Revise Monroe County Policy 101.5.4(3) to allow ROGO points for aggregated Tier IIIa Special Protection Area lots provided that no more than 7,500 square feet of upland native vegetation clearing is proposed.
8. Revise Monroe County Comprehensive Plan lot aggregation policies, land development regulations, and Rule 28-20.120(4)(e), F.A.C., to limit clearing of aggregated lots that receive points in the building permit allocation system from 5,000 square feet to a maximum of 7,500 square feet.
9. Revise Marathon Land Development Regulations to require that any parcel located within a contiguous hammock 5 acres in size shall be considered high quality hammock.
10. Eliminate the distinction between low and moderate quality hammock.



	Federal	State	State SRF Loans	Local (known)	Total
Marathon	\$ 20,628,000	\$ 14,124,000	\$ 60,244,093	\$ 83,974,000	\$ 178,970,093
Islamorada	\$ 2,249,000	\$ 11,939,000	\$ 5,084,175	\$ 3,528,000	\$ 22,800,175
Monroe	\$ 4,900,000	\$ 15,063,000	\$ 20,000,000	\$ 52,988,000	\$ 92,951,000
Key Largo WWTD	\$ 24,913,000	\$ 9,211,000	\$ 58,561,621	\$ 75,732,000	\$ 168,417,621
Key West	\$ 19,028,000	\$ 7,958,000		\$ 67,696,000	\$ 94,682,000
Key Colony Beach	\$ 541,000	\$ 553,000		\$ 77,000	\$ 1,171,000
Layton	\$ 838,000	\$ 3,359,000		\$ 1,485,000	\$ 5,682,000
<b>Total</b>	<b>\$ 73,097,000</b>	<b>\$ 62,207,000</b>	<b>\$ 143,889,889</b>	<b>\$ 285,480,000</b>	<b>\$ 564,673,889</b>

		% of Total	
Total State & Feds w/out loans	\$ 135,304,000		24%
Total State & Fed with loans	\$ 279,193,889		49%
Total Local	\$ 285,480,000		51%

# **REQUEST FOR PROPOSALS**

**FOR**

## **Design, Build, Operate & Finance (DBOF) Wastewater System RFP 11-06-29**

**Islamorada, Village of Islands Council:**

**Michael Reckwerdt, Mayor  
Ken Philipson, Vice Mayor  
Don Achenberg, Councilman  
Ted Blackburn, Councilman  
Dave Purdo, Councilman**

**Edward Koconis, Village Manager**

**Islamorada, Village of Islands  
Village Administrative Center, 3<sup>rd</sup> Floor  
86800 Overseas Highway  
Islamorada, FL 33036**

**June 29, 2011**



**REQUEST FOR PROPOSALS  
RFP 11-06-29**

**ISLAMORADA, VILLAGE OF ISLANDS  
86800 OVERSEAS HIGHWAY  
ISLAMORADA, FLORIDA 33036**

June 29, 2011

**SUBJECT: Islamorada, Village of Islands  
Design-Build-Operate-Finance (“DBOF”) Wastewater System  
Request for Proposals (RFP): RFP 11-06-29**

To Whom It May Concern:

Pursuant to this Request for Proposals (RFP), Islamorada, Village of Islands (“Village”) is currently soliciting proposals for Design-Build-Operate-Finance (DBOF) services for the design, construction, operation and finance of a new wastewater system, with a 20 or 30-year operations contract for the wastewater facilities constructed by the DBOF Entity. This RFP is the second step in the Village’s DBOF procurement process and follows the Request for Qualifications (RFQ) pre-qualification phase which has been completed. Pursuant to the RFQ process, the Village received Statements of Qualifications and has pre-qualified DBOF firms as eligible to receive and respond to this RFP.

The RFP may be obtained by pre-qualified DBOF Firms from the Village Clerk at the Village Administrative Center, 3<sup>rd</sup> Floor, 86800 Overseas Highway, Islamorada, Florida. If the RFP is to be mailed, a separate payment of \$25.00 must be made for each set to cover shipping and handling. Payment in full must be received by the Village Clerk prior to the issuance of the RFP.

Pre-qualified Proposers pursuant to the RFQ process are invited to submit Proposals for consideration in accordance with this RFP to the Village Clerk. Original signed Proposal Documents, an electronic copy in Adobe Acrobat PDF format, and eight (8) hard copies of the Proposal Documents must be received prior to **2:00 P.M. on September 23, 2011** by:

Village Clerk  
Islamorada, Village of Islands  
Village Administrative Center, 3<sup>rd</sup> Floor  
86800 Overseas Highway  
Islamorada, Florida 33036  
Telephone: (305) 664-6413

The Proposal Documents shall be enclosed in a sealed envelope and be plainly marked on the upper left hand corner with the name and address of the Proposer and bear the following title: Islamorada, Village of Islands, RFP Design-Build-Operate-Finance (DBOF) Wastewater System.

The Village shall not accept Proposals received after the specified time and date.

A **mandatory** pre-submittal meeting and site visit(s) will be conducted on **July 20, 2011**. The meeting will begin at **10:00 AM** at Village Hall, 86800 Overseas Highway, Islamorada, Florida 33036 and will be followed by site visit(s), including the Village's existing North Plantation Key Wastewater Plant and Facility.

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Village Clerk

## PROPOSAL DOCUMENTS SUBMITTAL AND SELECTION

1. All Proposal Documents, consisting of an original signed set, an electronic copy in Adobe Acrobat PDF Format, and eight (8) copies, must be received no later than **2:00 PM** on **September 23, 2011 ("Submittal Deadline")**. Late Proposal Documents will not be considered.
2. Late Proposal Documents in response to the Request for Proposals (RFP) shall not be accepted after the specified Submittal Deadline, and shall be returned unopened to the Proposer.
3. All Proposals shall be directed to:

Village Clerk  
Islamorada, Village of Islands  
Village Administrative Center, 3<sup>rd</sup> Floor  
86800 Overseas Highway  
Islamorada, Florida 33036
4. All costs of preparation of Proposal Documents will be borne by the Proposer.
5. Award of the DBOF Services Agreement will be by the approved Village procedure pursuant to the attached specifications in the RFP.
6. This RFP does not constitute an offer of employment or contract for services.
7. The Village reserves the option to reject any or all Proposal Documents, wholly or in part, received by reason of this RFP, to terminate the DBOF procurement process at any time, to waive any irregularities or omissions in any Proposal, to award in whole or in part to one or more Proposers, or to take any other such actions that may be deemed in the best interest of the Village.
8. The Village reserves the option to retain all Proposal Documents, whether selected or rejected.
9. All Proposal Documents will be reviewed and evaluated by the Evaluation Committee and selection will be made by the Village Council. The Evaluation Committee and/or the Village Council may deem it necessary to interview Proposers as part of the evaluation and selection process.
10. A Cone of Silence is hereby imposed on communications with this Request for Proposals. Please refer to Section 1.15 of the RFP.

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## **APPENDICES**

### **APPENDIX A: Business Proposal Forms**

- Business Proposal Form 1: Proposal Transmittal Letter
- Business Proposal Form 2: Certificate of Authorization
- Business Proposal Form 3: Form of Proposal Bond
- Business Proposal Form 4: Guarantor Acknowledgement
- Business Proposal Form 5: Surety Letter of Intent -Construction Performance Bond
- Business Proposal Form 6: Participating Firms
- Business Proposal Form 7: Participating Firm Background Information
- Business Proposal Form 8: Financial Information
- Business Proposal Form 9: Terms of the DBOF Services Agreement
- Business Proposal Form 10: Certificate of Non-Collusion
- Business Proposal Form 11: Disclaimer Statement
- Business Proposal Form 12: Scheduled Construction and Acceptance Dates
- Business Proposal Form 13: List of Subcontractors and Off-Job Fabrications
- Business Proposal Form 14: Village Policy
- Business Proposal Form 15: Waiver
- Business Proposal Form 16: Proposed Changes and Assumptions
- Business Proposal Form 17: Sworn Statement Public Entity Crime
- Business Proposal Form 18: Insurance Company Letter of Intent

### **APPENDIX B: Price Proposal Forms**

- Price Proposal Form P-1: Fixed Design/Build Price (Alternative No. 1)
- Price Proposal Form P-2: Fixed Design/Build Price (Alternative No. 2)
- Service Fee Proposal Form P-3: Service Fee (Alternative No. 1)
- Service Fee Proposal Form P-4: Service Fee (Alternative No. 2)

Service Fee Proposal Form P-5: Guaranteed Maximum Electricity Usage  
(Alternative No. 1)

Service Fee Proposal Form P-6: Guaranteed Maximum Electricity Usage  
(Alternative No. 2)

Capital Termination Fee Proposal Form P-7: (Alternative No. 1)

Capital Termination Fee Proposal Form P-8: (Alternative No. 2)

**APPENDIX C:** Reference Documents. The following reference documents are provided on a CD ROM only:

Volume 1 – Existing Project Technical Materials. Includes available Project technical materials developed to date and previously provided to the DBOF Firms as part of the RFQ process, including:

- Islamorada Water Quality Subcommittee Final Report on the Septic Tank Effluent Pumping System (STEP) for Wastewater Removal, dated November 2, 2010;
- KLWTD South Transmission Main Design Drawings, prepared by CPH Engineers, September, 2009;
- FDOT Contract Plans, Financial Project ID 419849-1-52-01, SR No. 5 Southbound lanes from 270-ft South of Harbor View Drive to 689-ft North of MM 93, November, 2009;
- FDOT Contract Plans, Financial Project ID 419853-1-52-01, SR No. 5 From MM 97 to MM100, May 2009;
- As-Built Drawings for North Plantation Key Collection System and WWTP;
- Middle Plantation Key (MPK-2) Vacuum Sewer System 60% Design Drawings & Specifications, June 2010, prepared by Wade Trim, Inc.;
- Middle Plantation Key (MPK-2) Vacuum Sewer System, Basis of Design Report, October 2009, prepared by Wade Trim, Inc.;
- Middle Plantation Key (MPK-2) Vacuum Sewer System, Customer Septic Tank Locations Notebook, June 2010, prepared by Wade Trim, Inc.;
- Islamorada Vacuum Sewer System Supplier Agreement with AIRVAC, Inc., dated December 17, 2009;
- CPH Engineering, Inc. Design Plans and Specs for North Plantation Key Vacuum Sewer Improvements re South Coconut Line;
- Draft Interlocal Agreement between the VILLAGE and Key Largo Wastewater Treatment District for wastewater treatment of VILLAGE wastewater;



- Islamorada Wastewater Master Plan prepared by E-Science, Inc., November 2005;
- Program Delivery Analysis Report, prepared by Hazen & Sawyer;
- Program Design Standards Manual, prepared by Hazen & Sawyer;
- Program Preliminary Vacuum Collection System Layouts for Village designated service areas;
- Program Vacuum Standards & Details (developed to date with Village Utilities);
- Interlocal Agreement between the VILLAGE and the Florida Keys Aqueduct Authority (FKAA) for wastewater billing and collection by FKAA with remittance to Village;
- Available Florida Department of Transportation (FDOT) Planned Work Schedule for U.S. Highway 1;
- Chapter 99-395 mandating deadline for implementation of wastewater treatment standards in the Florida Keys;
- Senate Bill 550;
- Property Survey for the Middle Plantation Key Vacuum Pump Station Site located at the Monroe County Public Works Facility, prepared by David Massey Land Surveying, June 2009;
- Conceptual Site Layout & Engineering Report for the White Rhino Transfer Pump Station Site in Key Largo, Florida, prepared by Weiler Engineering, May 2010;
- Conceptual Site Layout & Engineering Report for Coral Shores High School Booster Pump Station, prepared by Weiler Engineering, May 2010;
- Survey, Habitat Analysis Report, and Vegetation Survey for the Gregg Property Vacuum Pump Station Site in South Plantation Key;
- Conceptual Wastewater Treatment Plant Site Layout for the Uhler Property Site @ South Plantation Key (prepared by Reiss Engineering);

Volume 2 – Additional Project Technical Materials. Includes available Project technical materials developed since the RFQ to be provided to the DBOF Firms as part of this RFP process, including:

- Draft Ground Lease Agreement between Monroe County, as Landlord, and Islamorada, Village of Islands, as Tenant, for the lease of a site for MPK vacuum pump station at the Monroe County Public Works site.

- Capacity Analysis Report dated June, 2011 prepared for Islamorada, Village of Islands, by Wade Trim, Inc.
- Plans and Specifications for North Plantation Key Vacuum Sewer Improvements and Repairs prepared by CPH Engineers, Inc. dated November, 2010.
- North Plantation Key Status Report on Design Services for Vacuum System Repair, dated January 13, 2011, prepared by CPH Engineers, Inc., including Schedule and Estimated Construction Cost.
- Administration Commission Rule 28-19.310 Comprehensive Plan, Florida Administrative Rule (FAC).
- Operations and Maintenance Renewal Agreement dated June 1, 2011 with U.S. Water Services Corporation for the operation and maintenance of the North Plantation Key (NPK) wastewater treatment, collection system and disposal facilities.
- Order of Taking issued by Circuit Court of the 16<sup>th</sup> Judicial Circuit in and for Monroe County, Florida, Case No. 10 CA 810 P, for an easement to the platted roadway within the NPK Fontaine Lake Estates Subdivision.

**The following Appendices D through H are provided on a CD ROM, Volume 2, and are attached and made a part of this RFP:**

**APPENDIX D:** Design Criteria Package dated June, 2011 prepared for Islamorada, Village of Islands, by Wade Trim, Inc.

**APPENDIX E:** Design Standards Manual dated May, 2011 prepared for Islamorada, Village of Islands, by Wade Trim, Inc.

**APPENDIX F:** FDEP Supplementary Conditions (Construction).

**APPENDIX G:** (ACOE Project Agreements) Project Partnership Agreement between the Department of the Army and Islamorada for Technical and Financial Assistance for the Florida Keys Water Quality Improvement Program Regional Wastewater Treatment and Collection Facilities dated August 17, 2008, together with Amendment No. 1 thereto dated February 5, 2010.

**APPENDIX H:** Required Contract Provisions Federal-Aid Construction Contracts (FHWA - 1273).

# 1 GENERAL INFORMATION

## 1.1 DEFINED TERMS

The terms defined in this section shall apply to all documents contained in this RFP, the Proposal Documents to be submitted, and the DBOF Services Agreement for the Project. If a conflict arises, the definitions contained in the DBOF Services Agreement shall supersede the definitions provided in this RFP.

“Acceptance” means demonstration that the DBOF Firm in accordance with the DBOF Services Agreement has successfully performed the Acceptance Tests and Standards for the Wastewater Facilities.

“Acceptance Tests and Standards” means those tests and standards, based on this RFP and the DBOF Services Agreement for the Wastewater Facilities, which the DBOF Firm shall meet to achieve Acceptance.

“ACOE Funds” means grant funds provided by the Department of the Army or Army Corps of Engineers pursuant to Project Partnership Agreement and First Amendment thereto with Islamorada, Village of Islands, as attached to this RFP as Appendix G, together with any further amendments, for technical and financial assistance to carry out projects for the planning, design, and construction of treatment works to improve water quality in the Florida Keys through the Florida Keys Water Quality Improvement Program Regional Wastewater Treatment and Collection Facilities Project for the Village.

“Addenda” or “Addendum” means a written modification to this RFP issued by the Village covering changes, additions, deletions or reductions in the terms of this RFP.

“Annual Service Fee” means the annual service fee payable to the DBOF Firm comprising a Capital Fee, O&M Fee, Variable O&M Fee and Replacement and Renewal Component.

“Appendix” means any of the Appendices included to this RFP.

“Applicable Law” means any applicable law, regulation, ordinance, rule, order, or determination of any federal, state, county, or municipal authority, including the Village Charter and Code of Ordinances.

“Collection System” means the wastewater collection systems, including pump stations and vacuum pump stations, as the same may be existing, acquired, installed, constructed, reconstructed, repaired and replaced from time to time to service the Village-wide need for wastewater collection.

“Consumer Price Index” or “CPI” means the consumer price index as reported by the U.S. Department of Labor, Bureau of Labor Statistics, for all urban consumers, for the Miami-Dade/Ft. Lauderdale, Florida area.

“DBOF Fault” means any breach, failure, non-performance or non-compliance by the DBOF Firm with respect to its obligation under this RFP or the DBOF Services Agreement to the extent not directly attributable to an Uncontrollable Circumstance or Village Fault, which materially and adversely affects the DBOF Firm’s rights, obligations or ability to perform under the DBOF Services Agreement.

“DBOF Firm” means a Proposer or entity pre-qualified pursuant to the RFQ and responding to this RFP and submitting a Proposal.

“DBOF Services Agreement” means the contract for the design, construction, acceptance testing, operation, maintenance, repair, replacement (including major repair and replacement), management and financing of the Wastewater Facilities, to be executed by the Village and the Selected DBOF Firm.

“Design Criteria Package” shall consist of the Design Criteria Package dated June, 2011 prepared by Wade Trim, Inc., containing the design/build specifications and criteria for the Project, as defined in Section 257.055, Florida Statutes, and included as Appendix D to this RFP.

“Design Criteria Professional” means Wade Trim, Inc. for purposes of this RFP, as the professional engineer preparing the Design Criteria Package, as specified in Section 257.055, Florida Statutes.

“Design Standards Manual” shall consist of the Design Standards Manual dated May, 2011 prepared by Wade Trim, Inc. for purposes of this RFP, containing the technical requirements and minimum level of detail required to deliver the Project, and included as Appendix E to this RFP.

“Evaluation Committee” means the committee appointed or selected by the Village Manager, responsible for the review and evaluation of Proposals in response to this RFP and recommendations for selection of a Proposer.

“Exit Standards and Conditions” has the meaning set forth in Section 3.9 of the RFP.

“Fixed Design/Build Price” means the fixed price for the design and construction of the Wastewater Facilities, as set forth in Price Proposal Forms P-1 and P-2.

“Good Industry Practice” means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good operation, maintenance, repair, replacement and management practices in the

municipal wastewater collection and treatment industry as followed in the southeastern region of the United States, including the Florida Keys.

“Governmental Approvals” means all orders of approvals, permits, licenses, authorizations, consents, certifications, exemptions, registrations, rulings, entitlements and approvals of whatever kind and however described from any Governmental Authority which are required under Applicable Law to be obtained and maintained with respect to the design, construction, operation, maintenance, repair and replacement and finance of the Project and the DBOF services to be provided.

“Governmental Authority” means any federal, state, regional, local, legislative, municipal, county, executive, judicial or other governmental board, agency, authority, council, commission, administration, court or other body, or any official having jurisdiction over the Wastewater Facilities, the Project, and the services to be provided by the DBOF Firm.

“Guarantor” means the entity that will guaranty the DBOF Firm’s performance under the DBOF Services Agreement, as set forth in the DBOF Firm’s Statement of Qualifications in response to the RFQ, and pursuant to the terms of the Guaranty Agreement.

“Guaranty Agreement” means the Guaranty Agreement between the Village and the Guarantor guarantying the performance by the DBOF Firm of its services and obligations to the Village under this RFP and the DBOF Services Agreement.

“Key Largo Wastewater Treatment District” or “KLWTD” means the independent special district of the State of Florida located in Monroe County, Florida that is organized and exists pursuant to Chapter 2002-337, Laws of Florida, as amended.

“NPK Facilities” means the existing North Plantation Key (NPK) Wastewater Treatment Plant, Collection System and disposal system for Islamorada, Village of Islands, including, but not limited to, all equipment, structures, instrumentation, pumps, mains, lines, vacuum pumps, pump stations, parts, processes, buildings, fixtures, electrical panels, conduits, wells, tanks, treatment facilities, HVAC, disposal facilities, meters, computers, SCADA systems, communications systems, reclaimed water facilities, valves, generators and solids processing facilities.

“North Plantation Key (NPK) Wastewater Treatment Plant” means the existing treatment plant located within NPSK, including, but not limited to, all equipment, structures, instrumentation, pumps, mains, lines, parts, processes, buildings, fixtures, electrical panels, conduits, wells, tanks, treatment facilities, HVAC, disposal facilities, meters, computers, SCADA systems, communications systems, reclaimed water facilities, valves, generators and solids processing facilities.

“Notice to Proceed” means a written notice issued by the Village to the Selected DBOF Firm which authorizes the commencement of the design and construction of the Wastewater Facilities or all or any portion of the Project.

“Owner’s Representative” means Wade Trim, Inc. for the purpose of assisting in the preparation of this RFP, the evaluation of all Proposals submitted, and for the delivery of this Project. Wade Trim, Inc. will perform the duties of the Village’s Construction Manager and Owner’s Representative.

“Project” means everything required to be furnished and done for and relating to the Wastewater Facilities by the DBOF Firm in accordance with the RFQ, this RFP and the DBOF Services Agreement and contract documents, including the employment and furnishing of all labor, materials, equipment, supplies, tools, storage, transportation, insurance, bonds, and other things and kinds of services whatsoever necessary for the full performance by the DBOF Firm of the design, construction, operation, maintenance, repair, replacement, management, financing and related obligations for the Wastewater Facilities.

“Proposer” means the pre-qualified entity that submits a timely responsive Proposal in response to this RFP.

“Proposal” means the Technical Proposal and Price Proposals and Financing Plan submitted by a Proposer in response to and in accordance with this RFP.

“Proposal Documents” means any one of the Proposal documents identified and attached to this RFP, which must be submitted with the Proposal according to the instructions in this RFP.

“Proposal Form” means any one of the proposal forms identified and attached to this RFP, which must be submitted with the Proposal according to the instructions in this RFP.

“RFQ” means the Request for Qualifications No. 10-12 issued by the Village on December 14, 2010 soliciting Statement of Qualifications from firms for the Project, pursuant to which five (5) DBOF Firms were pre-qualified as eligible to receive and respond to this RFP.

“RFP” means this Request for Proposals.

“Scheduled Commencement Date of Operations for NPK Facilities” means the date upon which the existing Operations and Maintenance Agreement with U.S. Water Services Corporation for the NPK Facilities expires or upon earlier termination by the Village, and the date upon which the DBOF Firm has commenced performing operations and maintenance services on the NPK Facilities, but in no event later than June 1, 2012.

“Scheduled Commencement Date of Operations for Wastewater Facilities” means the date upon which the DBOF has commenced performing operations and maintenance services on the Wastewater Facilities that are sufficiently operating and properly collecting and treating wastewater, but shall be no later than December 1, 2015.

“Scheduled Construction Commencement Date of Build/Operate Projects” means the date which is 60 calendar days from the Notice to Proceed upon which date the DBOF Firm shall commence construction of the Build/Operate Projects described in Section 1.6 of this RFP.

“Scheduled Final Completion of Wastewater Facilities” means the date by which Final Completion of the Wastewater Facilities has occurred, but shall be no later than December 1, 2015.

“Scheduled Final Design Completion of Wastewater Facilities” means the date by which the final design of all Wastewater Facilities shall occur, but shall be no later than August 30, 2013.

“Scheduled Final Completion of NPK Build/Operate Projects” means the date which is 270 calendar days from the Notice to Proceed upon which date the DBOF Firm shall achieve Final Completion of the NPK Build/Operate Projects described in Section 1.6 of this RFP

“Scheduled Substantial Completion Date of Wastewater Facilities” means the date by which substantial completion of the Wastewater Facilities has occurred, but shall be no later than June 1, 2015.

“Selected DBOF Firm” or “Selected Proposer” means the Proposer or DBOF Firm selected to enter into the DBOF Services Agreement with the Village and awarded the DBOF Services Agreement.

“Site” or “Sites” means all of the land, real property, right-of-way or easements upon which the Wastewater Facilities or any part thereof will be constructed, installed or located.

“State” means the State of Florida.

“State Revolving Funds” or “SRF Loans” means loans or funding for wastewater projects provided by the State of Florida, Department of Environmental Protection, through the Clean Water State Revolving Fund Program or similar program, which may be used by the Village to fund a portion of the Wastewater Facilities.

“Uncontrollable Circumstance” means any act, event or condition that is beyond the reasonable control of the party relying thereon as justification for not performing an

obligation or complying with any condition required of such party under the DBOF Services Agreement, and that materially interferes with or materially increases the cost of performing its obligations hereunder (other than payment obligations), to the extent that such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of the DBOF Services Agreement on the part of such party.

“Village” means Islamorada, Village of Islands.

Village Council” means the legislative body of Islamorada, Village of Islands.

“Village Fault” means any breach, failure, nonperformance or noncompliance by the Village with respect to its obligations under the DBOF Services Agreement to the extent not directly attributable to any Uncontrollable Circumstance or DBOF Fault, and which materially and adversely affects the DBOF Firm’s rights, obligations or ability or costs to perform under the DBOF Services Agreement.

“Wastewater Facilities” means all components of the wastewater systems proposed in this RFP and required to be furnished and completed for the Project, including Collections Systems, vacuum pump stations, reuse water facilities, transmission force mains and pump stations, treatment and disposal facilities, the NPK Facilities and Sites for the Project, including, but not limited to, all equipment, structures, instrumentation, pumps, mains, lines, vacuum pumps, parts, processes, buildings, fixtures, electrical panels, conduits, wells, tanks, treatment facilities, HVAC, disposal facilities, meters, computers, SCADA systems, communications systems, valves, generators and solids processing facilities.

## **1.2 DBOF PROCUREMENT PROCESS**

This RFP seeks the competitive procurement and selection of a DBOF Services Agreement for the design, build, operation and finance of the Project, pursuant to Section 255.20, Florida Statutes, and Section 287.055, Florida’s Consultant’s Competitive Negotiation Act (CCNA), and the Village’s adopted Policy for Selection of Design-Build Firms. The Village seeks the services of a DBOF Firm that can provide the design, construction, operation, and financing for the Project. It is the intent of the Village to competitively solicit and award a DBOF Firm which is competent and highly qualified and that understands the needs of the Village, and to enter into a DBOF Services Agreement with the selected DBOF Firm for a 20 or 30-year operation and maintenance term effective from the Scheduled Commencement Date of Operations of the Wastewater Facilities. By utilizing the DBOF procurement approach, the Village expects to secure substantial benefits for its customers, including anticipated cost savings, efficient Project design and construction scheduling that meets or exceeds the Legislation mandates for completion and operation of the Wastewater Facilities, risk allocation and assumption by the DBOF Firm, and innovative design, technology and construction methods.



The Village shall own all Wastewater Facilities, as well as the underlying fee simple title to all Sites upon which the Wastewater Facilities will be located. The DBOF Firm shall have an operating or other appropriate interest in all or a portion of the Wastewater Facilities for the term of the DBOF Services Agreement, as required for and in the event of financing of the facilities constructed and paid for by the DBOF Firm, and will enter into an appropriate instrument with the Village in order to accomplish the interest necessary for financing of the Wastewater Facilities.

The DBOF Firm shall also provide as a part of the Proposal, an optional provision for the Village to obtain early buyout of all or a portion of the Wastewater Facilities included in the DBOF Services Agreement, in the event that the Village obtains public funding for all or a portion of the Wastewater Facilities, or for any reason at the Village's discretion, including an early buyout option at any time. The Proposal shall also include up to two (2) optional five (5) year operation and maintenance renewal periods, at the Village's option, which may occur at end of the term.

The Village has retained Wade Trim, Inc. (Wade Trim) as the Village's Owner's Representative to assist in the preparation and evaluation of the Proposal Documents, the Design Criteria Package and the Design Standards Manual. Once the DBOF Firm has been selected through the competitive selection process, Wade Trim will provide support to the Village by providing oversight and construction management services throughout Project implementation. Wade Trim is also serving as the Village's Design Criteria Professional pursuant to Section 287.055, Florida Statutes, and has developed the Design Criteria Package and the Design Standards Manual included in this RFP which serves as the basis for design or technical specifications for this Project.

### **1.3 DESCRIPTION OF THE VILLAGE**

The Village was incorporated as a municipality on December 31, 1997. Located in the Upper Florida Keys, the Village is approximately 18 linear miles in length with a land area of approximately 3,900 acres. The Village consists of four islands: Plantation Key, Windley Key, and Upper and Lower Matecumbe Keys, which are part of the Florida Keys' chain of islands. The Village boundaries extend from Mile Marker 90.939 to Mile Marker 72.658. The Village has an approximate population of 7,100.

The Project shall be located within the geographic boundaries of the Village and may also extend north to Key Largo in the event that wastewater treatment is provided by the Key Largo Wastewater Treatment District. The location of bridges and developed Sites is of primary importance in establishing the location of infrastructure (lift stations, pump stations, and treatment plant(s)).

The Village is an integral part of the Florida Keys and the Village shares in the responsibility for maintaining, protecting and restoring water quality in the Florida Keys. The Village's environment is of critical concern and the Village seeks a Project that will foster the preservation of its fragile native marine environment and its communities with Assurant that all necessary precautions and safeguards will be taken to protect and enhance the fragile environment of the Village and the Florida Keys.

## **1.4 LEGISLATIVE MANDATE**

Legislation passed by the Florida Legislature (Chapter 99-395, Laws of Florida, and subsequent amendments thereto, and SB 550) mandated higher wastewater treatment and disposal standards for the entirety of the Florida Keys (collectively, the “Legislation”). These regulations generally require that all wastewater treatment systems in the Florida Keys be upgraded and/or replaced to meet Advanced Wastewater Treatment (AWT) or Best Available Technology (BAT) capabilities. The Legislation has established a mandatory compliance date of December 31, 2015.

In furtherance of the Legislation, the Florida Department of Community Affairs (DCA) has promulgated Administration Commission Rule 28-19.310 Comprehensive Plan, to the Village for the Work Program Administration containing specific dates and deadlines for implementation of the Village’s wastewater system.

As mandated by the State of Florida, the Village must meet certain milestones for the Project, and must complete construction with full operations of its wastewater collection and treatment system by December 31, 2015. The selected Proposer pursuant to this RFP must complete the centralized wastewater system with full operations by the compliance date.

## **1.5 PROJECT HISTORY**

Based on the State of Florida’s mandate that all wastewater treatment systems in the Florida Keys be upgraded or replaced to meet stringent nutrient reduction requirements, in 2005, the Village adopted the Wastewater Master Plan (PLAN by E-Sciences; November 2005) (“Wastewater Management Plan”), included within the Reference Documents in Appendix C to this RFP, which recommended a centralized wastewater treatment system for the Village. In addition, the Wastewater Management Plan identified eight (8) service areas consisting of North Plantation Key, Middle Plantation Key, South Plantation Key, Windley Key, North Upper Matecumbe Key, South Upper Matecumbe Key, North Lower Matecumbe Key and South Lower Matecumbe Key.

One of the first projects designed and constructed within the Wastewater Management Plan were the NPK Facilities, including the North Plantation Key Wastewater Treatment Plant and Collection System and the vacuum sewer collection for the North Plantation Key Service Area (NPK). In order to finance the NPK Facilities, and the capital costs associated therewith, the Village issued obligation bonds which are outstanding. In 2005, the Village imposed special assessments against property within the NPK Assessment Area to fund a portion of the costs of construction of the NPK Facilities (“NPK Assessment”). In 2009, the Village imposed a supplemental special assessment against parcels containing multifamily dwelling units and multiple single family dwelling units within the NPK Supplemental Assessment Area (“NPK Supplemental Assessment”). Both the NPK Assessment and the NPK Supplemental Assessment are currently in place and are utilized to repay the outstanding debt associated with NPK. The NPK Facilities are operational and currently service approximately 1,155

customers. Operation and maintenance of the NPK Facilities is currently provided by an outsourced operator, U.S. Water Services Corporation. The Village has identified an area in NPK known as the South Coconut Palm line that will require corrective construction. The Village has hired CPH Engineers, Inc. which has designed the correction for the South Coconut Palm line. CPH Engineers, Inc.'s drawings and specifications for the re-design of the South Coconut Palm line within NPK are included within the Reference Documents in Appendix C to this RFP. The Selected Proposer shall be responsible for constructing the correction to the South Coconut Palm line within the NPK Facilities.

The Wastewater Management Plan recommended implementation of the remaining collection, transmission and treatment Wastewater Facilities via multiple Design/Bid/Build (DBB) Projects.

In April 2009, the first design contract was awarded to Wade Trim, Inc. for the design of the collection system for the Middle Plantation Key (MPK) Service Area. Wade Trim, Inc. has completed approximately 60% design of MPK, and will complete the design of MPK to 100%, which design drawings and specifications will be provided as an Addendum to this RFP prior to the Submission Deadline. Each Proposal submitted by a DBOF Firm shall utilize the MPK design drawings and specifications prepared by Wade Trim, Inc. in connection with its Proposal for the Project. The selected DBOF Firm shall be responsible for the construction of the MPK collection system and vacuum pump station as designed by Wade Trim, Inc.

In an effort to reduce overall Project costs and treatment plants, the Village Council directed staff to evaluate the alternative of pumping Village wastewater to the Key Largo Wastewater Treatment District for treatment and disposal. Thereafter, the Village Council has given staff direction to negotiate an interlocal agreement with the Key Largo Wastewater Treatment District, update the Wastewater Management Plan and schedule to reflect the alternative of sending all wastewater flows from all future constructed collection systems within the Village to the Key Largo Wastewater Treatment District. Also included in the Village Council directive was the alternative of decommissioning the existing NPK Wastewater Treatment Plant and sending all wastewater flows from NPK to the Key Largo Wastewater Treatment District. Proposal Alternative No. 1 described in Section 1.7 of this RFP requires that Proposers design and construct wastewater collection systems and requisite pump stations, and transmission force mains and transfer pump station facilities for the transfer of all wastewater flows to the KLWTD for treatment and disposal.

The Program Delivery Analysis Report prepared in January, 2010, and included within the Reference Documents in Appendix C to this RFP, serves as the update to the Wastewater Management Plan and includes the Key Largo Wastewater Treatment District option for wastewater treatment and disposal.

## **1.6 WASTEWATER FACILITIES REQUIRING CONSTRUCTION AND OPERATIONS & MAINTENANCE SERVICES (BUILD/OPERATE PROJECTS).**

The Village has or will obtain design drawings and specifications for the following facilities which will require construction and operations and maintenance services (“Build/Operate Projects”) from the DBOF Firm:

A. NPK Vacuum Sewer Improvements. North Plantation Key (NPK) redesign of the South Coconut Palm line for collection and vacuum system improvements and repairs within the NPK Facilities, as prepared by CPH Engineers, Inc., and dated November, 2010. CPH Engineers, Inc. has prepared a construction estimate (Opinion of Probable Cost and Calculations dated November 22, 2010) for the NPK collection and vacuum system improvements and repairs, which is included in the Reference Documents contained within Appendix C to this RFP. Using the NPK design drawings and specifications prepared by CPH Engineers, Inc., each Proposal shall include the construction of the NPK collection and vacuum system repairs and improvements. The NPK Vacuum Sewer Improvements shall be completed by the date which is 270 calendar days from the Notice to Proceed (“Scheduled Final Completion of NPK Build/Operate Projects”).

B. Middle Plantation Key (MPK) Collection System and Vacuum Pump Station. Wade Trim, Inc. has completed 60% of the design drawings and specifications for the MPK Collection System and Vacuum Pump Station, which are included in the Reference Documents contained within Appendix C to this RFP, and will complete the design of MPK to 100%, which design drawings and specifications will be provided to Proposers via an Addendum to the RFP. Using the MPK design drawings and specifications prepared by Wade Trim, Inc., each Proposal shall include the construction of the MPK collection system and vacuum pump station.

C. Fontaine Road Collection System within NPK. The Village has obtained an Order of Taking for utility easements within the right-of-way of Fontaine Road, a private road located within the NPK Service Area. Wade Trim, Inc. will complete the design of the Fontaine Road Collection System within NPK, which design drawings and specifications will be provided as an Addendum to this RFP prior to the Submission Deadline. Each Proposal submitted by a DBOF Firm shall utilize the Fontaine Road Collection System design drawings and specifications prepared by Wade Trim, Inc. and shall include the construction of the Fontaine Road Collection System. The Fontaine Road Collection System within NPK shall be completed by the date which is 270 calendar days from the Notice to Proceed (“Scheduled Final Completion of NPK Build/Operate Projects”).

## 1.7 PROPOSAL ALTERNATIVES (DBOF PROJECTS).

The Village Council has elected to proceed with a DBOF procurement process for its wastewater system and directed the preparation of this RFP for the design, build, operate and finance of a Village-wide wastewater collection and treatment system with the following directions:

- Utilizing a DBOF Firm to design and construct a Village-wide collection system and treatment plant(s) that provide service availability (as this term is defined in the Florida Statutes) to all developed and developable properties in the Village;
- Work towards finalizing negotiations and an Interlocal Agreement with the Key Largo Wastewater Treatment District (KLWTD), including the transmission of all Village generated wastewater flows to the KLWTD for treatment and disposal at its Key Largo Wastewater Treatment Facility;
- Implementation of a Design/Build/Operate/Finance (DBOF) Program delivery strategy, in lieu of DBB, as a means of reducing costs to the Village and its residents; and
- Require that DBOF Proposers provide alternative Proposals for constructing wastewater treatment and disposal facilities in the Village, in lieu of transferring flows to the KLWTD for treatment and disposal.

Under this effort, this RFP requires that Proposers submit alternative DBOF Proposals for the implementation of two different approaches to wastewater collection, transmission and treatment, as follows:

### A. Alternative No. 1 - KLWTD Treatment & Disposal:

**The Village continues to pursue a viable option for wastewater treatment by the Key Largo Wastewater Treatment District. As of the date of this RFP, the Village has not concluded negotiations with KLWTD nor reached an agreement. Proposers are not required to submit a Proposal for this Alternative No. 1 until instructed to do so by the Village. In the event that the Village does conclude negotiations with KLWTD and/or finalizes an agreement, the Village will notify all DBOF Firms by Addendum to be issued to this RFP of such and the requirement that DBOF Firms must submit Proposals in response to this Alternative No. 1. If the Village is unable to conclude negotiations with KLWTD and/or finalize an agreement for wastewater treatment by KLWTD, DBOF Firms shall not be required to submit Proposals for this Alternative No. 1.**

In the event that an agreement is reached between the Village and KLWTD, the Proposal for Alternative No. 1 will be subject to the terms and conditions of the Interlocal Agreement or other agreement with and to be entered into between the Village and the Key Largo Wastewater Treatment District for the treatment and

disposal of all Village wastewater, including all costs and obligations associated with the Village's purchase of treatment plant capacity. It is anticipated that the Key Largo Wastewater Treatment District may require an initial down payment for capacity reservation in 2011.

Design and construction of a vacuum sewer wastewater collection system with requisite vacuum pump stations, transmission force mains and transfer pump station facilities located within the public right-of-way, easements, or on purchased or leased property, which will collect and transfer wastewater flows from the Village to the Key Largo Wastewater Treatment District (KLWTD) Plant.

This Proposal shall include alternatives for both:

(1). Continued utilization and operation of the existing NPK Wastewater Treatment Plant, and implementation of reuse capabilities to the NPK Wastewater Treatment Plant to allow reuse water to Founder's Park, including modifications to the existing reuse line and the Park's irrigation system, as required; and

(2). Decommissioning of the existing NPK Wastewater Treatment Plant and conveying NPK flow to the Key Largo Wastewater Treatment District (KLWTD) Plant.

**B. Alternative No. 2 - Wastewater Treatment Facilities Located in Islamorada:**

Design and construction of a Village-wide collection and treatment system, including requisite vacuum pump stations, transmission force mains and transfer pump station facilities located within the public right-of-way, easements, or on purchased or leased property, which will collect and transfer wastewater flows to a treatment plant(s) located within the Village.

This Proposal shall include continued utilization and operation of the existing NPK Wastewater Treatment Plant, and implementation of reuse capabilities to the NPK Wastewater Treatment Plant to allow reuse water to Founder's Park, including modifications to the existing reuse line and the Park's irrigation system, as required.

**C. Optional Approaches.**

As part of Alternatives No. 1 and 2, a Proposer may propose optional technological approaches and methods with best technology available to providing wastewater systems for all or a part of the Village, including utilizing a STEP System or other acceptable and recognized wastewater collection and treatment systems. The Proposer is also encouraged to provide alternatives for increasing the Village's use of reuse water available from current or future Wastewater Facilities.

Regardless of the Alternative implemented by the Village, proposed treatment and collection systems shall be comprised of technologies that have demonstrated capacity to meet specified performance requirements and have been previously approved by the State of Florida, Department of Environmental Protection (FDEP) and any applicable Governmental Authority.

## **1.8 PROJECT SCOPE**

The Project entails the design, construction, maintenance, operation and financing of the Wastewater Facilities. To address the need for a centralized sewer system in the Village, the Village has adopted its Wastewater Management Plan, which describes this Project in more detail. The Wastewater Management Plan is available in the Reference Documents attached to this RFP as Appendix C.

The DBOF Firm shall be responsible for the design of all Wastewater Facilities in accordance with the design standards and requirements set forth in the Design Criteria Package and the Design Standards Manual. The DBOF Firm shall prepare all construction plans and specifications required to obtain all permits and Governmental Approvals, and construct all Wastewater Facilities to ensure that the Project is timely built as designed and to specifications. The construction plans and specifications shall adhere to the design standards and requirements set forth in the Design Criteria Package, the Design Standards Manual and all other local, State, and federal requirements of Governmental Authority.

The DBOF Firm shall prepare drawings, specifications, permit applications, sketch and legal descriptions, and supporting documentation to obtain all permits, approvals and easements necessary to construct the Wastewater Facilities. The DBOF Firm shall provide construction services and build and complete all Wastewater Facilities as required by this RFP and the DBOF Services Agreement, including all labor, materials and equipment. Unless otherwise specified in the DBOF Services Agreement, the DBOF shall furnish or caused to be furnished and assume full responsibility for materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for completion of the Wastewater Facilities.

Except as provided in this RFP, any treatment plant(s), pump stations and Wastewater Facilities proposed for the Project are to be built on Sites to be acquired by the Proposer; the Village will not provide Sites for the location of treatment plant(s) or Wastewater Facilities. The DBOF Firm shall have an operating or other appropriate interest in all or a portion of the Wastewater Facilities for the term of the DBOF Services Agreement, as required for and in the event of financing of the facilities constructed and paid for by the DBOF Firm, and will enter into an appropriate instrument with the Village in order to accomplish the interest necessary for financing of the facility(s). The location or situs of all wastewater treatment plant(s) within the Village are subject to Village approval.

The Project includes a 20 or 30-year agreement for the DBOF Firm to operate and maintain the Wastewater Facilities. After selection by the Village, the successful DBOF Firm shall enter into negotiations with the Village in good faith for the operation and maintenance of wastewater collection and treatment system, including the continued operation of the NPK Facilities.

### **Operation and Maintenance Services Required.**

The DBOF Firm, at its cost and expense, must operate and maintain all Wastewater Facilities, including Collection Systems, vacuum pump stations, transmission force mains and pump stations, treatment and disposal facilities, the NPK Facilities, Sites, and reuse system components, in the long-term best interest of the Village for an operations and maintenance term of 20 or 30-years. In the event of private financing of the Project by the Selected DBOF Firm, the operations and maintenance term shall be 30 years. In the event that all or a portion of the Project is financed with public funding sources, the operations and maintenance term of the DBOF Services Agreement shall be 20 years, consistent with State and/or federal requirements. The DBOF Firm is expected to provide the following services as a requirement for Wastewater Facilities operation and maintenance:

1. Manage, operate, and maintain the Wastewater Facilities, including but not limited to, Collection Systems, pumping systems, vacuum pump stations, transmission force mains and pump stations, treatment and disposal facilities, the NPK Facilities, Sites, and reuse systems on a continuous 24-hour a day, 7-day a week basis, in compliance with Applicable Law, regulations, and permits. The DBOF Firm shall be responsible for all Wastewater Facilities' failures and any resulting contamination.
2. Establish an emergency call system and provide resources for immediate response to emergency situations and unanticipated system failures on a 24-hour basis. Necessary levels of O&M staffing shall be made available to properly respond to and resolve emergency situations to prevent damage to property, residential homes and the Wastewater Facilities.
3. Provide all personnel and associated wages, salaries, benefits, materials, including fuel and vehicle expense and other consumables, and services necessary to operate and manage the Wastewater Facilities in accordance with Applicable Law, regulations, statutes, guidelines and permits. The Wastewater Facilities shall be operated in a manner to ensure that they satisfy legal and regulatory requirements. The DBOF Firm shall assume responsibility for payment of any fines, fees, penalties or damages and recovery costs resulting from faulty operation or operation not in conformance with Applicable Law.



4. Provide all personnel, material and services necessary to support the operation and routine maintenance and repair of the Wastewater Facilities including, but not limited to, management, laboratory testing, operation and maintenance, chemicals and supplies, administration, purchasing, reporting, janitorial, security, sludge collection, transportation and disposal, recordkeeping, required reporting, and building and ground upkeep of all Sites. Repairs include all activities associated with usual and customary repairs.
5. Operate the Wastewater Facilities using methods that will minimize odor and noise within the limits of the Design Criteria Package.
6. Provide all personnel, equipment, vehicles, meters and laboratory analyses required to monitor all of the measurements and parameters required by Permits, Applicable Law and equipment manufacturers.
7. Prepare and maintain all measurement and monitoring logs required by Permits, Applicable Law and recommended by manufacturers. Use bound 8 ½ by 14-inch record books with pre-printed schedules (dates).
8. Prepare and submit Discharge Monitoring Reports, Annual Reuse Reports and other reports required by, and in accordance with, FDEP Permits and requirements, and Applicable Law. The Selected DBOF Firm shall maintain all data and reports current so that the Village may obtain and review upon request.
9. The Contractor shall maintain exact duplicate copies of all written correspondence, electronic mail, records of conversation, receipts, and reports related to the operation and maintenance of the Wastewater Facilities, and all records retention requirements outlined in the Permits in an organized manner in an obvious and readily accessible location available for inspection at any time.
10. Conduct analysis of any repeated or persistent non-compliance issues, and recommend remedial measures to the Village for system modifications, if appropriate.
11. Prepare and process comprehensive monthly recording and reporting to the Village of wastewater treatment plant(s) operating parameters, remote vacuum pump station operating parameters, laboratory analysis, maintenance plans and activities, treatment results, equipment and parts inventories, manpower utilization and other relevant information in accordance with all Applicable Law, regulations, ordinances, Permits and guidelines.
12. Any laboratory testing required by the Permits shall be performed by a laboratory that has been certified by the Department of Health for any specific method and

analyze combination that is used to comply with the Permits. The on-site test procedures shall be performed by a laboratory certified test for those parameters under the direction of an operator certified under Chapter 62-602 and using the applicable procedures described in DEP–SOP-001/01 (January 2002).

13. Prepare detailed annual expenditure estimates and report actual amounts to the Village monthly, including pertinent data such as volume and strength of waste treated and volume and concentration of residuals hauled.
14. Meet with representatives of the Village, as needed or requested by the Village, or, at least monthly, to review operations, reports and costs. Also conduct a yearly comprehensive wastewater treatment plant(s) inspection with representatives of the Village to evaluate and document condition safety or other concerns. Attend Village Council meetings, as needed.
15. Maintain professional, responsible and responsive working relationship with representatives of the Village, regulatory authorities, suppliers of materials, utilities and services, and the public.
16. Prepare and annually update an Emergency Preparedness and Hurricane Response Plan for interaction, and coordination with, the appropriate agencies and the Village. Plan for and manage any and all emergencies or abnormal conditions that may arise and use best efforts to maintain or restore normal operations of all Wastewater Facilities.
17. Calibrate meters used to measure flow at least semi-annually, including meters measuring flow to KLWTD, and maintain calibration records.
18. Maintain safety records in connection with its operation of the Wastewater Facilities. The DBOF Firm must record the relevant details regarding any accidents or injuries occurring on the Sites of the Wastewater Facilities and report to the Village within 24 hours of the occurrence. The DBOF Firm shall prepare a monthly report for the Village detailing its safety record from the time of the last report.
19. Install new vacuum pits as new residences are permitted and developed in the service areas. Incorporate new vacuum pits into Collection Systems and treatment systems. Vacuum pit construction and operation shall comply with all Permits and Applicable Law.
20. Provide, as a representative of the Village, inspection of all new sewer connections within 48 hours (2 working days) upon receipt of a service work

order from the Village. Work in conjunction with and cooperation with the Village Building Department.

21. Respond immediately to any and all line breaks and/or leaks including those up to the customer service connection, and any lines to KLWTD.
22. Establish a Stakeholder Communication and Customer Service Plan to receive, log, address and respond to customer service inquiries and complaints in a timely and professional manner, including telephone communication and email correspondence. Response time for emergency situations should be resolved immediately. All other customer complaints and inquiries should be resolved within five (5) business days. Responsibilities in this Plan include, but are not limited to, notifying property owners and residents at least thirty (30) days prior to commencement of construction in their neighborhood and distributing materials informing property owners and residents of Project progress. Customer emails and telephone calls will be received on a 24-hour, 7-day per week basis, with at least 8 hours per day during normal business hours of emails and telephones being answered by the DBOF Firm staff. Each email or telephone call will be logged, the complaint or comment noted, the resolution to the complaint or comment and the date the issue was resolved. This information will be made available to the Village or their representative upon request.
23. Use all best and reasonable efforts to locate all Wastewater Facilities, including but not limited to, sewer lines, manholes, reclaimed water lines, valves, and other appurtenances of the Collection Systems and reuse distribution systems within 48 hours upon receipt of written request.
24. Maximize the capacity of the Wastewater Facilities, including the Collection Systems, and reuse system to minimize system costs.
25. Develop and implement a necessary Renewal and Replacement Schedule to be approved by the Village.
26. Develop and implement a proven Maintenance Program complete with preventative, predictive and corrective maintenance procedures.
27. Assist the Village in identifying, cost estimating, and budgeting for the planning, development, and implementation of major system repairs, reconstruction, and replacement.
28. Obtain all required Permits and Governmental Approvals in connection with the operation, maintenance, repair and replacement of the Wastewater Facilities and system components.

29. Develop and implement a proven Operation and Maintenance Plan, Customer Service Plan, and Operation and Maintenance Staffing Plan.
30. Develop and implement an Asset Management Program.
31. Assist the Village in communicating with residents and businesses on wastewater and reuse water system operational matters, and respond to citizen inquiries, concerns, and complaints in a timely, professional and responsive manner. Document each resident/business complaint, inquiry, and concern, as well as the response provided and timeliness for the Village's information.
32. Provide for the disposal of screenings, grit and sludge to permitted disposal sites.
33. Provide ground maintenance services at all wastewater related Sites and properties.
34. In order to minimize salinity levels in the Wastewater Facilities and system, the DBOF Firm shall include salinity levels testing and provide for corrective action immediately once system salinity levels reach 2.0 parts per thousand. Corrective action shall include, but not be limited to, identifying salinity source points and implementing needed repairs to correct or lower salinity inflow/infiltration.
35. Perform other tasks and comply with Operations and maintenance Specifications as outlined in the RFP and as required in DBOF Services Agreement.

## **1.9 PROPOSAL PROCESS**

The Village is requesting Proposals from pre-qualified DBOF Firms to facilitate the competitive selection and award process pursuant to Section 255.20 and Section 287.055, Florida Statutes, Florida Consultants' Competitive Negotiation Act (CCNA), and the Village's adopted Policy for Selection of Design-Build Firms. Pursuant to the RFQ process, the Village evaluated the qualifications of the Proposers and selected five (5) firms deemed to be qualified to perform the Project. All DBOF Firms responding to this RFP must have complied with and must continue to comply with the requirements and qualifications of the RFQ, and must be on the approved list of pre-qualified DBOF Firms. Pursuant to this RFP, DBOF Firms will be required to continue to meet qualifications and will be evaluated and ranked for competitive selection and award based on the evaluation criteria set forth in this RFP, including Ability to Perform the Work and Qualifications, Technical Proposals, and Price Proposals and Financing Plan. Proposals submitted in response to this RFP will be reviewed and evaluated by the Evaluation Committee appointed by the Village Manager in accordance with the criteria set forth in this RFP. The Evaluation Committee during its evaluation process may

contact references and verify information submitted by Proposers during the RFQ and RFP processes. The Evaluation Committee may also require DBOF Firms to make oral presentations, and may request clarification and additional information from Proposers.

For purposes of this RFP, the Proposal Documents include:

- Business Proposal Forms and Price Proposal Forms (Appendices A and B), and Proposal Documents and Requirements prepared in accordance with the instructions in Section 5 of this RFP.
- Updated and supplemental financial information, including current bonding and insurance capacity, and notarized statement from surety, and the most recent and updated reviewed or audited financial statements, with accompanying notes and supplemental information. This Information shall also be required annually from the Selected DBOF Firm after execution of the DBOF Services Agreement.
- Updated and supplemental qualifications information submitted in the RFQ process, including Organizational Chart, substitutions or changes to key members of the DBOF Firm, key personnel or Project Manager, as well as additions or substitutions of non-key members comprising the DBOF Firm, not previously provided or as modified from the RFQ.
- Certification forms.
- Proposal Requirements set forth in Section 5.2 of this RFP.

The Village will review and evaluate these Proposal Documents and submittals as a part of the quality based and competitive selection and award process for evaluating and ranking DBOF Firms for the ultimate selection of the DBOF Firm.

The Village's decision will be based on the quality based and competitive selection and award process and evaluation criteria defined in Section 4 and Appendices A and B, consistent with Section 287.055, Florida Statutes, Florida Consultants' Competitive Negotiation Act (CCNA), the Village's adopted Policy for Selection of Design-Build Firms, Applicable Law, and all applicable provisions related to providing security for the construction and completion of the Project under applicable federal or State laws.

In the evaluation of Proposals, the Village will consider the Statement of Qualifications and information submitted as part of the RFQ process. While it was the intent of the Statement of Qualification Documents and supporting information required by the RFQ to assist the Village in determining the DBOF Firm qualifications and responsibility prior to submittal of a Proposal, neither the fact of pre-qualification, nor any pre-qualification ranking, will preclude the Village from post-qualification competitive selection, consideration and determination of whether a DBOF Firm has the competence, ability to perform and qualifications necessary to perform the DBOF Services Agreement.

A DBOF Firm may be found not qualified for submission of a Proposal for this Project unless and until the DBOF Firm meets the Village's requirements. In addition, a DBOF Firm may be found not qualified based on either: (1) Omission of requested information; or (2) Falsification of information.

#### **1.10 CONFIDENTIALITY; PUBLIC RECORDS**

The Proposal Documents (including Business Proposal Forms, Price Proposal Forms, Technical Proposals, drawings, specifications, and financial statements and information) and related materials received from the DBOF Firms in response to this RFP will become the property of the Village and will not be returned. The Village is a public agency subject to the Florida Public Records Law.

Upon the Village's notice of a decision or intended decisions on selection of a Proposer or within ten (10) days after the opening of the Proposal Documents (except Price Proposals which will be opened after evaluation of the Ability to Perform and Qualifications and Technical Proposals), whichever is earlier, any material submitted in response to this RFP will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Florida Public Records Law). All documents submitted to the Village pursuant to this RFP are public records or documents subject to disclosure, except as specifically exempted by Florida law or Applicable Law. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

By submitting their Proposals, each DBOF Firm expressly acknowledges and agrees that the Village will not be responsible or liable in any way for any losses that the DBOF Firm may suffer from disclosure of information or materials to third parties and the DBOF Firm agrees to defend, indemnify, and hold harmless the Village from all costs (including reasonable attorneys' fees) arising from or related to any action under Florida Public Record's Law.

#### **1.11 VILLAGE RIGHTS AND OPTIONS**

The issuance of this RFP by the Village is a solicitation for pre-qualified DBOF Firms to submit Proposals. The Village reserves the following rights, which shall be exercised in its sole and absolute discretion, including without limitation:

- Supplement, amend, or otherwise modify this RFP;
- Waive minor irregularities and omissions in the information contained in the Proposals submitted and to make all final determinations;
- Not to select any DBOF Firm for the award of the DBOF Services Agreement as a result of this procurement process or to terminate the procurement process by written notice to the DBOF Firms for any reason or no reason whatsoever;

- Change or alter the schedule of events or Project Schedule associated with this procurement process upon notice to the DBOF Firms;
- Modify or amend the Project and Wastewater Facilities, this RFP, the Design Criteria Package, the Design Standards Manual, including the addition or deletion of Wastewater Facilities, or the addition/deletion of design and construction, operation and maintenance services or financial services. At such time, the Village would notify in writing the DBOF Firm of the planned modifications or amendments. The DBOF Firm may, at this time, amend its Price Proposals to reflect changes arising from the Village's modification or amendments to the Project, the Wastewater Facilities, this RFP, the Design Criteria Package and the Design Standards Manual. By submitting the amended Price Proposals, the DBOF Firm agrees to be bound by any modifications made by the Village;
- Refuse to evaluate Proposals where the requested Proposal Documents and information and materials are not provided, insufficiently provided, incomplete, or not provided by the Submission Deadline. There is no appeal from a refusal for an incomplete or late Proposal. The Submittal Deadline for Proposals will not be changed in order to accommodate supplementation of incomplete or late submissions;
- Require additional information from one or more Proposers to supplement or clarify the Proposals submitted;
- Conduct investigations, check references, and verify information with respect to qualifications and experience of each Proposer;
- Visit and inspect any of the projects referenced in the Statement of Qualifications submitted as part of the RFQ process or Proposals, or projects in which the DBOF Firm or members have been involved, and to observe and inspect the operations at such projects;
- Reject any Proposal found to be irregular, incomplete, conditional, or not in conformance with or not responsive to the requirements of this RFP;
- Receive written questions, requests for clarifications or additional information concerning this RFP from Proposers prior to the deadline for questions, and issue Addenda in response to such questions or requests for clarifications or additional information;
- Cancel this RFP, in whole or in part, if determined to be in the best interests of the Village;
- Take any action affecting this RFP process or the Project that would be in the best interests of the Village;

- Reject any and all Proposals, or part of any or all Proposals, or waive any irregularity, defect or technicality in any Proposal; and
- Suspend or cancel negotiations with the highest ranked and Selected Proposer and proceed to negotiations with the next highest ranked Proposer, in its sole and absolute discretion.

All Proposal Documents shall become the property of the Village and will not be returned to DBOF Firms except submittals that are not received by the Submission Deadline, which shall be rejected and returned unopened to those DBOF Firms. The Proposal Documents are a public record, and portions thereof may remain confidential only to the extent specifically exempted by Florida Public Records Law.

Neither the Village, the Evaluation Committee, staff, representatives, consultants, agents or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review or evaluation of Proposal Documents or submittals related to this RFP.

#### **1.12 RFP SUBMITTAL**

This RFP is the second step in the procurement process for the selection of a DBOF Firm to design, build, operate, maintain and finance the Project. In order to be eligible to submit a Proposal in response to this RFP, the necessary Pre-Qualification Documents must have been submitted to the Village in response to the RFQ and the DBOF Firm must have been pre-qualified and approved by the Village. Only those persons or firms who have been pre-qualified and obtained an official copy of this RFP from the Village will receive official Addenda (if necessary) to this RFP.

Submission of responsive Proposal Documents is required for the DBOF Firm to affirmatively declare its intention to participate in the RFP and Proposal process. Submittals shall comply with the instructions in this RFP. Only those DBOF Firms that have been pre-qualified shall be eligible to submit Proposals in response to this RFP.

By signing and submitting Proposal Documents, the DBOF Firm certifies that no principal (which includes shareholders, members, partners, officers, directors, or executives) is presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

#### **1.13 SUBMISSION REQUIREMENTS, SUBMITTAL DEADLINE, AND DELIVERY**

A Certification of the Proposal Documents must be signed under penalty of perjury in the manner designated on the certification page, by an individual who has the legal authority to bind the DBOF Firm on whose behalf that person is signing. The Certificate of Authorization is in Appendix A, Business Proposal Form 2.



A DBOF Firm may submit modified Proposal Documents to replace all or any portion of previously submitted Proposal Documents up to the Submittal Deadline. Only the latest version of the Proposal Documents will be considered.

If any information provided by a DBOF Firm becomes inaccurate, the DBOF Firm must immediately notify the Village and provide updated accurate information in writing, under penalty of perjury.

All Proposal Documents, consisting of an original signed set, an electronic copy in Adobe Acrobat PDF Format, and eight (8) copies, must be received no later than **2:00 PM on September 23, 2011 ("Submittal Deadline")**. Price Proposals and Financing Plan shall be contained and submitted in a separate, sealed and opaque envelope labeled on the outside as follows: "Price Proposals and Financing Plan, Islamorada, Village of Islands, Request for Proposals (RFP) for DBOF Wastewater Facilities. Late Proposal Documents will not be considered. Late Proposal Documents shall not be accepted after the Submittal Deadline, and shall be returned unopened to the Proposer.

The Proposal Documents (CD and hard copies) must be submitted in a sealed envelope or box and plainly marked on the upper left hand corner with the name and address of the DBOF Firm and bear the following title: Islamorada, Village of Islands, Request for Proposals (RFP) for DBOF Wastewater Facilities, and shall be delivered to:

Village Clerk  
Islamorada, Village of Islands  
Village Administrative Center, 3<sup>rd</sup> Floor  
86800 Overseas Highway  
Islamorada, Florida 33036

All Proposal Documents submitted after the Submittal Deadline will not be accepted and will be rejected and returned to the DBOF Firm unopened. An amendment is considered a new Proposal and will not be accepted after the Submittal Deadline. The delivery of Proposal Documents to the Village by the Submittal Deadline is solely the responsibility of the DBOF Firm.

A DBOF Firm may withdraw submitted Proposal Documents prior to the Submission Deadline by delivering a written withdrawal request to the address above. Such withdrawal will not prejudice the Village against the DBOF Firm in regards to future opportunities to work with the Village.

#### **1.14 ADDENDA TO RFP**

During the period provided for preparation of Proposal Documents, the Village may issue Addenda answering questions, clarifying or modifying this RFP. Such Addenda will be numbered consecutively and distributed to all DBOF Firms that pre-qualified to receive this RFP. It is recommended that prior to submitting the Proposal Documents, DBOF Firms contact the Village's Wastewater Program Manager and verify the number and subject of the Addenda that have been issued. The DBOF Firm shall be responsible

for obtaining all Addenda prior to submitting Proposal Documents. Submittal of Proposal Documents shall constitute certification that the DBOF Firm has received and reviewed all Addenda. Additionally, the Proposal Transmittal Letter (Business Proposal Form 1) requires that the DBOF Firm acknowledge and agree to all Addenda by providing a list of Addenda received.

### **1.15 COMMUNICATIONS PROTOCOL; CONE OF SILENCE IMPOSED**

The Village is committed to a fair and open process for interested parties to receive information about the Project and the competitive selection and award procurement process the Village is utilizing in this RFP. Any and all questions, inquiries, requests for clarification and additional information, and correspondence concerning this RFP or the Project requirements must be in full compliance with the communications protocol set forth in this section and directed in writing to the Village's Wastewater Program Manager at:

U.S. Mail: Greg Tindle  
Wastewater Program Manager  
Islamorada, Village of Islands  
Village Administrative Center, 3<sup>rd</sup> Floor  
86800 Overseas Highway  
Islamorada, FL 33036

Email: [greg.tindle@islamorada.fl.us](mailto:greg.tindle@islamorada.fl.us)  
Subject: Request for Proposals (RFP) for DBOF Wastewater System

The Village's Wastewater Program Manager is the sole point of contact for the Village in this RFP procurement process. All communications between the Proposer and the Village shall be with the Village's Wastewater Program Manager and must be submitted in writing and subject to distribution to all Proposers. Communications sent via electronic mail may be printed and made available to all Proposers. Responses to questions or requests for information will be provided to all Proposers. Any and all such interpretations and supplemental information will be made in the form of written Addenda, which will be sent to all Proposers and will become a part of this RFP.

#### **1.15.1 Cone of Silence.**

A "Cone of Silence" is hereby imposed and shall be in effect as of issuance of this RFP prohibiting communications in connection with the Project or this RFP for DBOF of the Village's Wastewater Facilities, between:

a potential proposer, DBOF Firm or its members, agents and personnel, vendor, contractor, service provider, respondent, bidder, lobbyist or consultant, and;  
the Village Council members, members of the Village's Water Quality Improvement Citizens' Advisory Committee, Village staff, including the Village Manager and his staff,

Village employees and consultants, the Village's Owner's Representative for this Project and RFP, and any member of the Village's Evaluation Committee.

**Definitions.** "Cone of Silence" as used herein, means a prohibition on any communication regarding the Project and this RFP for DBOF of the Village's Wastewater Facilities, between: a potential proposer, DBOF Firm or its members, agents and personnel, vendor, contractor, service provider, respondent, bidder, lobbyist or consultant, and: the Village Council members, members of the Village's Water Quality Improvement Citizens' Advisory Committee, Village staff, including the Village Manager and his staff, Village employees and consultants, the Village's Owner's Representative for this Project and RFP, and any member of the Village's Evaluation Committee.

**Restriction; Notice.** A Cone of Silence shall be imposed upon issuance of this RFP upon the Project and RFP prohibiting any communication between: a potential proposer, DBOF Firm or its members, agents and personnel qualified pursuant to the Request for Qualifications (RFQ), vendor, contractor, service provider, respondent, bidder, lobbyist, consultant, and: the Village Council members, members of the Village's Water Quality Improvement Citizens' Advisory Committee, Village staff, including the Village Manager and his staff, Village employees and consultants, the Village's Owner's Representative for the Project and this RFP, and members of the Village's Evaluation Committee.

The Village Manager or his designee shall provide for public notice of the Cone of Silence by posting a notice at Village Hall. The Village Manager shall issue a written notice thereof to the Mayor and each Village Council member, members of the Village's Water Quality Improvement Citizens' Advisory Committee, Village staff, employees and consultants, the Village's Owner's Representative for this Project and RFP, and any member of the Village's Evaluation Committee, and file a copy of such notice with the Village Clerk.

**Duration of Cone of Silence.** The Cone of Silence shall terminate at the Village Council meeting at which time the final selection and award of a Proposer for the Project pursuant to this RFP is made by the Village Council.

**Exceptions to Applicability.** The provisions of this Cone of Silence shall not apply to:

1. Oral communications at scheduled pre-proposal conferences or meetings;
2. Oral presentations or interviews before the Evaluation Committee;
3. Public presentations made to the Village Council members during any duly noticed public meeting;
4. Communications in writing at any time with the Village's Wastewater Program Manager, designated responsible for administering the procurement process for this

RFP, provided the communication pertains to matters of process or procedure set forth in this RFP, unless specifically prohibited by this RFP.

5. Communications with the Village Attorney and/or her staff;

6. Duly noticed site visits during the time period between the opening of Proposals and the time the Village Council considers the final selection and award of the Proposals;

7. Written questions or requests from Proposers for clarification or information on this RFP to the Village's Wastewater Program Manager, responses to the Proposer's questions or requests for clarification or additional information, and Addenda issued by the Village to this RFP;

8. Contract negotiations during any duly noticed public meeting;

**Penalties.** Violation of this Cone of Silence by a particular Proposer or DBOF Firm, Firm members or personnel, may render any Proposal submitted in response to the RFP subject to disqualification and shall render any RFP award to said Proposer or DBOF Firm voidable by the Village Council. Any person who violates a provision of this section may be prohibited from serving on a Village advisory committee.

**Questions Regarding the Cone of Silence.** Please contact the Village Attorney for any questions concerning compliance with the Cone of Silence.

#### **1.16 EXPENSES OF THE DESIGN-BUILD-OPERATE-FINANCE (DBOF) FIRMS**

The Village accepts no liability for the costs and expenses incurred by the DBOF Firms in responding to the RFQ, this RFP, attending Pre-Proposal meetings, site visits or interviews, due diligence and inquiries, subsequent negotiations, and all other activities associated with this DBOF procurement process, which shall be the sole responsibility of the Proposers. DBOF Firms shall prepare the required Proposal Documents at their sole cost and expense with the understanding that the Village shall not provide reimbursement for the associated costs and expenses.

#### **1.17 SERVICE FEE, FUNDING, AND OWNERSHIP**

The DBOF procurement method is expected to adequately, competently and satisfactorily allow the Village to deliver a fair and reasonable life-cycle cost. Therefore, the Village will evaluate the life-cycle cost based on the present value of the DBOF Firm's Service Fee, payable monthly, proposed by each DBOF Firm under a 30-year term effective on the Scheduled Commencement Date of Operations of the Wastewater Facilities, with two (2) additional five (5) year renewal options at the end of the term. The Service Fee will include the following components for the Project, as detailed in Service Fee Proposal Forms P-1 through P-8:

- Fixed price for Design, Engineering, Permitting and Construction of the Wastewater Facilities.
- Process Equipment.
- Process Controls and System Integration.
- Commissioning and Startup.
- Operations and Maintenance.
- Future Capital Replacements.
- Power Usage Incentives.
- Annual Service Fees.
- Capital Finance Plan.
- Capital Termination Fees.
- Financial Security.

It is expected that the DBOF Firms' Proposals submitted as part of this competitive selection and award procurement process will define the Project design, construction, operation, maintenance, finance for a 30-year term within the DBOF Services Agreement, and two (2) additional five (5) year renewal operation and maintenance terms with fees upon the end of the original term, termination or buyout, and lead to final determinations of specific collection, transmission, treatment and disposal technologies. The DBOF Services Agreement shall have a 30-year operation and maintenance requirement from the Scheduled Commencement Date of Operations of the Wastewater Facilities.

The Price Proposal Forms shall provide sufficient and adequate detail to permit the Village to evaluate each DBOF Firm's direct and indirect capital outlay costs for the Project, direct and indirect costs associated with operations, direct and indirect user fee collection costs, direct and indirect costs of administration of the Wastewater Facilities, reimbursement for the direct and indirect costs of maintenance, and the proposed reasonable return on investment to the DBOF Firm. The Service Fee submission shall also include the cost of modification, relocation, decommissioning or removal of any existing Village infrastructure required for the Project, including (i) the decommissioning of the NPK Wastewater Treatment Plant (Alternative No. 1 Treatment by KLWTD), and (ii) continued utilization of the NPK Wastewater Treatment Plant with reuse capabilities.

The Village shall own all Wastewater Facilities, as well as the underlying title or other interest to all Sites upon which the Wastewater Facilities will be located. The DBOF Firm shall have an operating or other appropriate interest in all or a portion of the Wastewater Facilities for the term of the DBOF Services Agreement, as required for and in the event of financing of the facilities constructed and paid for by the DBOF Firm, and will enter into an appropriate instrument(s) with the Village in order to accomplish the interest necessary for financing of the facility(s).

The Sites, including easements and rights-of-way, upon which the Wastewater Facilities will be located or constructed, must be identified by the Proposer, as well as any additional lands required for temporary construction facilities, construction equipment or storage of materials and equipment.. The Proposer shall establish the costs for such Sites and include in its Proposal. The Village will provide the Selected DBOF Firm with a land allowance, as set forth in Price Proposal Forms P-1 and P-2 attached in Appendix B to this RFP.

The Village reserves the right to finance all or a portion of the Project using public funding sources in lieu of the private financing plan proposed by the DBOF Firm. The Village anticipates that public funding sources may be available to fund a portion of the design and construction capital costs of the Project, including SRF Loans, ACOE Funds, or Rural Development USDA funds, all of which funds are subject to approval and appropriation. The Project may also be funded with tax-exempt bonds or bank loans, and/or mixed public/private financing, and the Proposers should also allow for a flexible financing plan which will allow for public funding sources for all or a portion of the Project. The Village's primary objective in financing of the Project is to obtain the lowest possible cost utilizing financing structures that are appropriate and suitable for a wastewater utility system, of which all is publicly owned.

The Village anticipates imposing a Wastewater Assessment Program commencing with Fiscal Year 2011-2012 which may initially fund a portion of the design and construction costs for capital components of the Project, including Project costs, treatment plant capacity, transmission lines, and collection systems. Notwithstanding the foregoing, there will be no obligation on the Village to contribute all of the capital costs of the Wastewater Facilities during the design, construction, commissioning and startup of the Wastewater Facilities, and the Village shall only be obligated to pay the Service Fee effective the date the Wastewater Facilities are operational and treating wastewater in accordance with the DBOF Services Agreement (the "Scheduled Commencement Date of Operations of Wastewater Facilities"). The Village understands that capital costs may be incurred prior to the date that the Wastewater Facilities are operational and may elect to fund such capital costs through the imposition of assessments or other public funds that may be available, such as the One Cent Local Discretionary Sales Surtax or other public financing alternatives.

The DBOF Proposal shall include a buyout provision by the Village in the event of any of the following: a) termination of the DBOF Services Agreement, b) default before the end of the term of the DBOF Services Agreement; or c) optional early buyout at Scheduled Commencement Date of Operations of Wastewater Facilities or at any time throughout the term of the DBOF Services Agreement, at the Village's sole discretion.

#### **1.18 ANTICIPATED OVERALL PROJECT SCHEDULE**

The following Project Schedule is tentative and subject to change by the Village, in its sole discretion, at any time during the DBOF procurement process.

<b>Schedule</b>	<b>Date</b>
Issue RFP to Pre-qualified DBOF Entities	June 29, 2011
Issue Final Design Documents for NPK Fontaine Road Improvements via Addendum	July 15, 2011
Issue Final Design Documents for MPK via Addendum	July 15, 2011
Mandatory Pre-Submittal Meeting and Site Visits	July 20, 2011
Issue Draft DBOF Services Agreement via Addendum	July 29, 2011
Deadline for Questions from Proposers Regarding RFP	August 23, 2011
Deadline for Issuance of RFP Addenda (if necessary)	September 6, 2011
<b>Deadline for Submittal of Proposals</b>	<b>September 23, 2011 at 2:00 P.M</b>
Proposer Interviews and/or Oral Presentations	October 11 -12, 2011
Complete Review of Technical Proposals	October 20, 2011
Price Proposals and Financing Plan are Opened	October 24, 2011
Rankings and Recommendations by Evaluation Committee	October 27, 2011
<b>Approval and Selection of Proposal by Village Council</b>	<b>November 3, 2011</b>
DBOF Services Agreement Approval and Execution	January 12, 2012
Notice to Proceed to DBOF Firm	January 12, 2012
Final Design Completion of Wastewater Facilities	August 30, 2013
Substantial Completion Date of Wastewater Facilities	June 1, 2015
Final Completion of Wastewater Facilities	December 1, 2015
<b>Wastewater Facilities Complete and Fully Operational</b>	<b>December 1, 2015</b>

## **1.19 SECURITY FOR PERFORMANCE**

As set forth in the RFQ and this RFP, Proposers shall be required to provide the following forms of security to the Village for various portions of the Project:

### **1.19.1 Guaranty**

Proposers shall have a Guarantor of financial standing acceptable to the Village, in its sole discretion, as previously approved in the RFQ process, to irrevocably, absolutely and unconditionally guarantee all of Proposer's obligations under the DBOF Services Agreement including, but not limited to, designing, constructing, operating and maintaining (including repair and replacement) of the Wastewater Facilities. The Guarantor will be required to execute a Guaranty Agreement in form acceptable to the

Village and to be attached to the DBOF Services Agreement pursuant to which such Guarantor shall unconditionally guarantee all of the payment and performance obligations of the DBOF Firm. Evidence of such has been provided to the Village pursuant to the RFQ process and shall remain the obligation of the DBOF Firm and Guarantor.

#### **1.19.2 Design/Build Performance Bond and Payment Bond**

Proposers shall provide as additional security for its design, construction and Acceptance obligations under the DBOF Services Agreement a (i) Performance Bond for the faithful performance of the DBOF Firm's Design/Build work, and (ii) Labor and Materials Bond (Payment Bond), both in a minimum amount equal to the Design/Build Price and acceptable to the Village. The Surety Company shall be acceptable to the Village and authorized to do business in the State of Florida. The Village shall require co-obligee Performance and Payment bonds from the DBOF Firm, naming the Village as a co-obligee. Prospective DBOF Firm's that cannot provide evidence of the capacity for bonding at the amount required herein will not be considered qualified. Evidence of such has been provided to the Village pursuant to the RFQ process and shall remain the obligation of the DBOF Firm.

#### **1.19.3 Operations and Maintenance Performance Bond**

As additional security for the DBOF Firm's operations and maintenance obligations under the DBOF Services Agreement, the Proposers shall be required to obtain and maintain an Operation and Maintenance Performance Bond in an amount equal to the Service Fee component. The Operation and Maintenance Bond shall be renewed annually and must be in form acceptable to the Village. The Surety Company shall be acceptable to the Village and authorized to do business in the State of Florida. Evidence of such has been provided to the Village pursuant to the RFQ process and shall remain the obligation of the DBOF Firm.

#### **1.19.4 Standby Letter of Credit**

If the DBOF Firm's or Guarantor's credit standing or financial strength declines such that the DBOF Firm's or Guarantor's credit is insufficient, the DBOF Firm may be required to provide an irrevocable direct pay letter of credit in an amount equal to 125% of the then current annual Service Fee as additional security for the faithful performance and payment of all operations and maintenance obligations (including repair and replacement) in accordance with the DBOF Services Agreement. The Letter of Credit shall be issued by a bank located in the United States and acceptable to the Village.

#### **1.19.5 Proposal Bond**

Each DBOF Firm must provide security in the form of a Proposal Bond in the amount of not less than five percent (5%) of the total amount of the Design/Build Price Proposal (the highest Design/Build Price from Price Proposal Forms P-1 and P-2), payable to the



Village, upon submittal of its Proposal. Such Proposal Bond must be valid for a period of 365 days and serve as a guaranty that the DBOF Firm will not withdraw its Proposal and will enter into the DBOF Services Agreement with the Village. Such Proposal Bond shall be submitted with the understanding that it shall guarantee that the Proposer will not withdraw its Proposal after the Submittal Deadline and that if the Proposal is selected, the Selected DBOF Firm will enter into the DBOF Services Agreement with the Village for the Design/Build Price and in accordance with the form of DBOF Services Agreement to be issued by the Village as part of this RFP, and that the required Performance and Payment Bonds and required insurance will be presented to the Village. In the event of the failure of the Selected DBOF Firm to enter into the DBOF Services Agreement with the Village or provide said Performance and Payment Bonds and insurance as required, the Village may determine that the Selected DBOF Firm has abandoned the Proposal and the DBOF Services Agreement, and thereupon the Proposal submitted shall be null and void and the Proposal Bond shall be forfeited to the Village as liquidated damages for such failure or default and to indemnify the Village from any loss or damages sustained by the failure of the Selected DBOF Firm to execute the DBOF Services Agreement or provide the required bonds and insurance. The Village will return the Proposal Bond to each DBOF Firm whose Proposal is not selected on the execution of the DBOF Services Agreement with the Selected DBOF Firm or if no award is made by the Village.

#### **1.19.6 Surety Companies Acceptable To Village**

To be acceptable to the Village as Surety for Proposal Bonds/Performance and Payment Bonds, and Operations Performance Bond, a Surety company shall comply with the following provisions: (1) the Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida; (2) the Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code; (3) the Surety Company shall be in full compliance with the provisions of the Florida Insurance Code; (4) the Surety Company shall have at least twice the minimum surplus and capita required by the Florida Insurance Code at the time the RFP is issued; (5) the surety must have a registered agent in the State of Florida; meet all of the requirements of the laws of Florida and the regulations of the Village and the Village's approval; and (6) the Surety Company shall have at least the minimum ratings in the latest issue of Best's Key Rating Guide.

The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding 10 percent (10%) of its surplus to policy holders, provided any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida Department of Insurance to do business in this State has been met. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed

by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

#### **1.19.7 Insurance Requirements**

In the RFQ submittal process, Proposers were required to submit and specify the limits of liability insurance, including worker's compensation and professional errors and omissions insurance, and Builder's Risk insurance, for a Project of this scope and size, including the amount of any deductibles or self-insured retentions. Evidence of such has been provided to the Village pursuant to the RFQ process and shall remain the obligation of the DBOF Firm. The DBOF Firm shall provide with its Proposal evidence of insurance acceptable to the Village and in compliance with the requirements set forth in the RFQ, this RFP and the DBOF Services Agreement. The required insurance shall be maintained by the DBOF Firm throughout the term and any renewal terms of the DBOF Services Agreement. The Village shall be named as additional insured or name insured on all required insurance policies and renewals.

## **2. PROJECT BACKGROUND AND DESCRIPTION**

### **2.1 FUNCTIONAL REQUIREMENTS; PROJECT OBJECTIVES**

The primary purpose of the Project is to ensure that all wastewater is treated to regulatory standards prior to disposal and to ensure safe and reliable wastewater collection, treatment, disposal, reuse and operations and maintenance for the Village and its residents in compliance with the Legislation and Applicable Law. The Village seeks a final Project that is consistent with the Village's goals and objectives: (1) Protect its residents' rights to quiet enjoyment of life; (2) Plan for enhancing the "Village" character; (3) Preserve the Village community, its people, natural resources and pride; and (4) Provide basic services to support the Village quality of life.

The overall objectives of the Project are:

1. Provide cost efficient and reliable wastewater service to Village residents and property owners and to improve the quality of service and water quality in the region.
2. Provide wastewater collection and treatment and wastewater management within the Village adequate to meet both the short and long term needs of the Village residents.
3. In the case of Alternative No. 1 providing for treatment by KLWTD, eliminate or minimize treatment plants and facilities within the Village by utilizing the existing treatment plant operated by KLWTD.
4. Design, construct, operate and finance wastewater treatment plants or facilities that are capable of producing treated wastewater at least in compliance with all regulatory requirements using technologies that have been previously approved by the Florida Department of Environmental Protection.
5. Design, construct, operate and finance the Wastewater systems or Facilities that will have no discharge to the surface waters of the Florida Keys, but rather discharge solely to injection wells, and/or future reclaimed water system.
6. Design, construct and operate wastewater systems and facilities that will have no detectable odors at the property lines of the plants or facilities.
7. Minimize environmental and social impacts associated with the construction and operation of the Wastewater Facilities, comply with applicable mitigation requirements, incorporate measures to minimize potential environmental and social impacts on the Village and surrounding areas (considerations include, but are not limited to, odor, noise, lighting, appearance, habitat conservation, endangered species and habitats, air and water quality, gas emissions, and wetlands).
8. Protect and improve the region's water resources, surface water and groundwater;

9. Minimize the short-term and long-term costs to the Village through innovative and cost-effective design, construction, operation and finance of the Wastewater Facilities.
10. Develop a wastewater system that will comply with the State of Florida's mandates and requirements as set forth in applicable Legislation.
11. Project Costs. Create a predictable cost stream for the design, construction and operation of the Project.
12. Regulatory Compliance. Comply with applicable local, state, and federal permits, land uses, and other requirements.
13. Water Resources. Address water resource issues by mitigating the Project's impacts on water supply. Maintain the widest possible options for beneficial reuse of treated effluent with the goal of developing a sustainable water supply.
14. Service Fee. Meet the Project quality requirements while minimizing life cycle costs. Create a predictable Service Fee stream for the term of the DBOF Services Agreement, including mitigation of future cost increases.

The Village's goals and reasons for utilizing the DBOF delivery process include:

1. Schedule. The Village seeks to receive a delivered Project in an overall schedule equal to or less than would normally be required for a design-bid-build project and, in any event, a schedule which will have the wastewater system operational and acceptance achieved by the State of Florida's mandated date.
2. Cost. The Village expects that the DBOF process will deliver a completed Project life-cycle cost that will be lower than would be possible under a typical design-bid-build process or Wastewater Facilities constructed and operated by the Village.
3. Ingenuity. The Village expects to implement this procurement in a manner that encourages ingenuity in the design, construction, operation, management, technology, and finance (including efficient energy utilization) elements of the Project. Areas where the Village hopes to benefit from the DBOF Entity's ingenuity and innovation include without limitation, system or facility layout; energy efficiency; and design features resulting in operations and maintenance cost efficiencies and superior performance above the minimum requirements specified in this RFP.
4. Qualified DBOF Entity. The Village wishes to engage reputable, experienced, qualified, knowledgeable and a capable DBOF Entity to design, construct and operate the Wastewater Facilities and deliver a Project that meets the Village's needs.
5. Quality. Developing a high-quality wastewater system that incorporates sound engineering and design, high-quality materials and equipment, and high-quality

workmanship is an important consideration for the Village. The Village's concept of quality also encompasses durability, reliability, ease and cost of operation and maintenance, and efficiency with an emphasis on life cycle costs.

6. Single Point of Responsibility. The DBOF Contract will require a single point of responsibility between the Village and the DBOF Entity, which will provide certain risk insulation for the Village as well as ease of contract administration. Consistent with this approach, the Village expects the DBOF Entity to assume certain risks including demonstration through Acceptance Tests and Standards that the Wastewater Facilities meet certain performance requirements.

## **2.2 DBOF SERVICES AGREEMENT PRINCIPLES**

This RFP contains the preliminary contract principles that the Village expects to reflect in the DBOF Services Agreement. The following are summaries of certain principles that shall be included. These principles should not be considered as all inclusive or definitive as to the form or substance of the actual DBOF Services Agreement provisions. The Village reserves the right to amend, modify or delete any of these principles in the contract to be issued with or as an Addendum to this RFP.

- The DBOF Firm will be responsible for obtaining all required State and Federal regulatory permits and approvals, as specified in Section 3.5.
- The DBOF Firm will be responsible for the final design of the Wastewater Facilities and assume design risk, except for the Build/Operate Projects described in Section 1.6 of this RFP.
- The DBOF Firm will be responsible to design and construct the Wastewater Facilities by the Substantial Completion Date of the Wastewater Facilities, and start-up the Wastewater Facilities by the Scheduled Commencement Date of Operations for the Wastewater Facilities as required by this RFP and the DBOF Services Agreement.
- The Village will competitively select and award the DBOF Firm based primarily on the demonstrated competence and qualifications of the DBOF Firm to perform the DBOF Services Agreement, the technical approach and the Price Proposals and financial plan of DBOF Firms, and pursuant to Section 287.055, Florida Statutes, Florida Consultants' Competitive Negotiation Act (CCNA), and the Village's adopted Policy for Selection of Design-Build Firms.
- The DBOF Firm will be responsible for all obligations contained in the DBOF Services Agreement and will be paid the Service Fee contained in the DBOF Services Agreement.

## **2.3 Codes and Standards**

The Project may be subject to the regulatory authority of a number of local, State, and Federal agencies. These agencies may include, but are not limited to, the following:

- Islamorada, Village of Islands, Council (Lead Agency)
- Islamorada, Village of Islands, Building Department
- Islamorada Fire Department
- Monroe County Public Works Department
- Monroe County Planning Department
- Monroe County Building Department
- State of Florida, Department of Community Affairs (DCA)
- State of Florida, Department of Environmental Protection (FDEP)
- State of Florida, Department of Transportation (FDOT)
- US Army Corps of Engineers (USACE)
- US Fish and Wildlife Service (USFWS)
- South Florida Water Management District (SFWMD)
- South Florida Building Code

The DBOF Firm shall be responsible for obtaining all necessary permits, including local permits typically issued by the Village and Monroe County. Examples include, but are not limited to, encroachment, bridge, grading, air quality permit associated with operation of an emergency generator, and building permits.

## **2.4 AVAILABLE REFERENCE DOCUMENTS**

Reference Documents which are especially pertinent to the current Project efforts are incorporated in Appendix C to this RFP.

The Reference Documents listed in this RFP are being provided to Proposers solely for informational purposes, and this list shall not be considered an appropriate or exhaustive list of all the information necessary for a Proposer to meet the DBOF Firm's obligations for the Project.

The recommendations, conclusions, findings, analyses, results or views expressed in the Reference Documents may not have been approved or endorsed by the Village, and accordingly should not be construed as representing the policy of the Village.

The Village neither makes any representation or warranty with respect to, nor assumes any responsibility for the appropriateness, completeness or the accuracy of the Reference Documents. Proposers are solely responsible for conducting their own

independent research and due diligence for the preparation of their Proposals and the subsequent delivery of services under the DBOF Services Agreement. No information derived from any part of the Reference Documents, the RFP, the RFQ, or from the Village or any of its agents, employees, contractors, advisors or consultants, shall relieve the DBOF Firm from any risk or from fulfilling all terms of the DBOF Services Agreement.

### **3. PROJECT REQUIREMENTS**

It is the Village's objective to enter into an agreement with a Selected DBOF Firm to perform the necessary services for this Project under the DBOF delivery method in order to improve cost-effectiveness and reliability of the Project. The DBOF Firm will be responsible for all activities related to the design, construction, financing, and operation and maintenance of the Wastewater Facilities for the term of the DBOF Services Agreement. A 20 or 30-year term for operations and maintenance will begin on the Scheduled Commencement Date of Operations of the Wastewater Facilities. It is the intent of the Village not to hinder the progress of the DBOF Firm activities related to the design, construction and operation of the Wastewater Facilities, but be kept informed of activities and progress of the Project. To that end, the Village requires that, at a minimum, monthly progress meetings be held with the DBOF Firm during design and construction of the Project to review the DBOF Firm progress and provide input where required.

The Village shall own all Wastewater Facilities, as well as the underlying title or other interest to all Sites upon which the Wastewater Facilities will be located. The DBOF Firm shall have an operating or other appropriate interest in all or a portion of the Wastewater Facilities for the term of the DBOF Services Agreement, as required for and in the event of financing of the facilities constructed and paid for by the DBOF Firm, and will enter into an appropriate instrument(s) with the Village in order to accomplish the interest necessary for financing of the facility(s). The Project must comply with all requirements set forth in this RFP, the DBOF Services Agreement, the Legislation, Applicable Law and all regulatory requirements.

#### **3.1 PROGRAM SUMMARY**

The successful DBOF Firm will be expected to provide the Village DBOF Services which meet the requirements established in this RFP and in accordance with the Project Implementation Schedule approved by the Village and the DBOF Services Agreement. The following services are required of the DBOF Firm.

##### **3.1.1 Design.**

- All Site, design and construction surveys, as required.
- Geotechnical, soil and environmental assessments and investigations.
- Precise siting of all Collection Systems, treatment plants, transmission lines, and pump stations.
- Design of all Wastewater Facilities (except the Build/Operate Projects described in Section 1.6 of this RFP) in accordance with the Design Criteria Package and Design Standards Manual.
- Design coordination with related interconnections and integrated uses with other current and planned Village wastewater systems or facilities.



- Compliance with all DBOF Services Agreement required design reviews and approvals.
- Obtain final regulatory permits and Governmental Approvals for construction of all Wastewater Facilities.
- Design review regular meetings with Village's Owner's Representative, Village staff, and Village Council, if required.
- Reuse capabilities for the existing NPK Wastewater Treatment Plant, including, including modifications to the existing reuse line and the Park's irrigation system, as required.

### **3.1.2 Construction**

- Construction of all Wastewater Facilities, including treatment plants, Collection Systems, transmission lines and pump stations.
- Correction of the South Coconut line Collection System within NPK, as designed by CPH Engineering, Inc.
- Construction of the Build/Operate Projects as described in Section 1.6 of this RFP.
- Construction coordination with related interconnections and integrated uses with other current and planned Village wastewater facilities.
- Compliance with all Village and industry construction standards.
- Compliance with all current Federal, State and Village labor and wage requirements.
- Compliance with all environmental mitigation requirements, including Village mitigation requirements and any Project conditions.
- Obtain and comply with local construction permits issued by the Village, Monroe County, or the State of Florida, as applicable.
- Obtain and comply with all permits issued by the Florida Department of Environmental Protection (FDEP) and regulatory agencies.
- Compliance with all Project Implementation Schedules as required by the Village and as set forth in this RFP and the DBOF Services Agreement.
- Completion of all required Wastewater Facilities, equipment and Plant Acceptance Tests.
- Regular construction progress meetings with Village's Owner's Representative, Village staff and Village Council.

### **3.1.3 Finance**

- The DBOF Firm shall provide a private financing plan for all Project costs and expenses, comprising design, permitting, construction, commissioning and startup costs of the Wastewater Facilities.

- The DBOF Firm shall also allow flexibility for its private finance plan to incorporate public financing of the Project or portions thereof to include available SRF Loans or other sources of public financing to minimize the cost of finance for the Project.

#### **3.1.4 Operation**

- Operation and maintenance of all Wastewater Facilities, including Collection Systems, pump stations, treatment plants, NPK Facilities, and transmission lines to KLWTD.
- In the event of public financing of the Project, an operations and maintenance proposal for a term of 20 years, as well as two (2) additional five (5) year renewal terms at the end of the operations term, at the option of the Village.
- In the event of private financing of the Project, an operations and maintenance proposal for a term of 30 years, as well as two (2) additional five (5) year renewal terms at the end of the operations term, at the option of the Village.

### **3.2 MANAGEMENT AND OPERATIONAL OBJECTIVES**

The DBOF Firm must provide continuous and effective wastewater collection, treatment and disposal, and transmission in compliance with all applicable existing and future federal and State standards and Applicable Law. In accordance with the Scope of Services for Operations & Maintenance set forth in Section 1.8 of this RFP, and the detailed Operations & Maintenance Performance Specifications to be set forth in the DBOF Services Agreement, the DBOF Firm must manage, operate, and maintain the Wastewater Facilities processes and components for a 20 or 30-year term beginning from the Scheduled Commencement Date of Operations of the Wastewater Facilities, including capital improvements, and renewals and replacements as necessary.

The DBOF Firm is solely responsible for operating and maintaining all Wastewater Facilities, including Collection Systems, transmission lines, treatment plants and pump stations. The DBOF Firm must perform all operations, make all repairs, and provide all monitoring, testing and sampling necessary to ensure the Village's wastewater meets all existing and future federal and State regulations and Applicable Law. The Village shall have the right to have a representative or staff member present and observing all testing and sampling activities performed by the DBOF Firm.

It is the DBOF Firm responsibility to inform the Village of any conditions that would impact the operation of the Wastewater Facilities during the term of the DBOF Services Agreement.

The DBOF Firm is solely responsible for payment of all fines or fees levied by FDEP and other regulatory authorities resulting from actions, failures or errors by the DBOF Firm without seeking reimbursement from the Village.

The DBOF Firm shall hold at least monthly coordination meetings with the Village during construction and throughout the term of the DBOF Services Agreement.

### **3.3 OWNERSHIP OBJECTIVES**

The Village shall own all Wastewater Facilities, as well as the underlying title or other interest to all Sites upon which the Wastewater Facilities will be located. The DBOF Firm shall have an operating or other appropriate interest in all or a portion of the Wastewater Facilities for the term of the DBOF Services Agreement, as required for and in the event of financing of the facilities constructed and paid for by the DBOF Firm, and will enter into an appropriate instrument(s) with the Village in order to accomplish the interest necessary for financing of the facility(s).

The Sites, including easements and rights-of-way, upon which the Wastewater Facilities will be located or constructed, must be identified by the Proposer, as well as any additional lands required for temporary construction facilities, construction equipment or storage of materials and equipment.. The Proposer shall establish the costs for such Sites and include in its Proposal. The Village will provide the Selected DBOF Firm with a land allowance, as set forth in Price Proposal Forms P-1 and P-2 attached in Appendix B to this RFP.

The Village must have permitted access to all Wastewater Facilities and Sites to inspect and observe the construction and operation and maintenance of the Wastewater Facilities, which permitted access will not be unreasonably withheld or restricted.

### **3.4 FINANCIAL OBJECTIVES**

The DBOF Firm must provide the following financial structures or plans in response to this RFP:

- A private financing structure or plan for the Village that is sound and comprehensive, demonstrating that all sources of capital for construction, operation, maintenance and capital improvements for the Project are available as of the date of the DBOF Firm's Proposal and during the term of the DBOF Services Agreement.
- Allow for flexibility and utilization of available public funding sources for the Project or portions thereof, including utilization of SRF Loans, ACOE Funds, tax exempt bonds, bank loans, or any combination thereof.
- The Village reserves the right to provide 100% financing for the Project through the use of public funds.
- The Village shall retain all rights and responsibilities to set rates, assessments and charges to property owners or customers, and the billing and collection of such rates, assessments and charges. The Village understands that it will be

required, at a minimum, to establish annual funds available sufficient to cover the payment of financing obligations, whether these be through rates, assessments, charges to property owners, or other sources of funds that may be pledged to any financing, such as One Cent Local Discretionary Sales Tax Revenues.

**3.5 QA/QC, RISK MANAGEMENT AND LOSS PREVENTION PLAN**

The DBOF Firm must submit a comprehensive quality assurance/quality control (QA/QC), risk management and loss prevention program for the design, construction, and operation of the Wastewater Facilities. The program must address the responsibility matrix below, as well as any other potential risks identified by the DBOF Firm. The plan will outline the scope of activities and level of resources needed for the Village to inspect and review all design, construction, and operation activities performed by the DBOF Firm.

The following table contains a preliminary responsibility matrix for the Project, which indicates which party will possess the “lead” responsibility of each risk component. While this preliminary responsibility matrix is not intended to describe all anticipated risks for the Project, a final responsibility matrix shall be incorporated into the DBOF Services Agreement. As current Project development activities progress, the risk allocation will be expanded and revised as necessary to ensure the most efficient allocation of risk between the DBOF Firm and the Village.

**Responsibility Matrix**

**[Follows on the next page]**

Description	Village	DBOF Firm
<p>Right-of-way easements and real property</p>	<p>Village will assist in the attainment of easements by eminent domain over private rights-of-way or other rights-of-way where the property owner is unwilling to grant utility easement.</p> <p>The Village shall approve the location of all Sites for treatment plants located within the Village.</p>	<p>DBOF Firm is responsible for obtaining all right-of-way and private easements for siting of Collection Systems, pump stations and transmission lines for the Project. Such agencies and permits may include, but are not necessarily limited to, Florida Department of Transportation; Monroe County Public Works Department, Islamorada, Village of Islands.</p> <p>Except as otherwise provided by the Village, the DBOF Firm is responsible for identification and acquisition of all Sites for the Wastewater Facilities, including Sites for treatment plants and pump stations located within the Village, as well as any additional lands required for temporary construction facilities, construction equipment or storage of materials and equipment.. The Proposer shall establish the costs for such Sites and include in its Proposal. The Village will provide the Selected DBOF Firm with a land allowance, as set forth in Price Proposal Forms P-1 and P-2 attached in Appendix B to this RFP.</p>
<p>Local construction related permits</p>		<p>DBOF Firm is responsible for obtaining local permits, including construction and building permits, fire, and grading permits. Further, DBOF Firm is responsible for any permits required by Islamorada, Village of Islands.</p>

Description	Village	DBOF Firm
Permit conditions and mitigations		DBOF Firm is responsible for complying with all permit conditions and mitigations as they relate to the Project.
Air Quality Permits		DBOF Firm is responsible for obtaining applicable Air Quality permits, including permit and approval of engine generators.
Correction of the South Coconut Line for NPK Collection System per CPH Engineering, Inc. Design Plans	Village has obtained plans for the redesign of NPK Collection System from CPH Engineering, Inc.	DBOF Firm will be responsible for correction of NPK Collection System redesign per plans prepared by CPH Engineering, Inc. by the Scheduled Final Completion Date of NPK Build/Operate Projects. DBOF Firm to obtain construction and FDEP Permits for the NPK Collection System. CPH Engineering Inc. to obtain all other permits as Designer.
Operation of Existing NPK Facilities	U.S. Water Services Corp. by contract with the Village currently operates and maintains the existing NPK Facilities until the earlier of the expiration of the existing contract or prior termination thereof, but in no event later than June 1, 2012.	DBOF Firm will be responsible for operation and maintenance of the NPK Facilities upon expiration of the US Water Services Corp. contract with the Village or prior termination thereof, but in no event later than June 1, 2012.
New Treatment Plant(s) and Wastewater Facilities Operations and Maintenance		DBOF Firm is responsible for 20 or 30-year term of operations, maintenance, repairs and replacements of all treatment plants and Wastewater Facilities.
Chemicals		DBOF Firm is responsible for chemicals required to operate new treatment plant(s) and Wastewater Facilities.

Description	Village	DBOF Firm
Geotechnical		DBOF Firm is responsible for geotechnical studies to determine geological conditions to support design, engineering, construction and operation of sites for Wastewater Facilities.
Influent flow	Village is responsible for providing influent flow and quality not to exceed the limits defined in this RFP.	DBOF Firm is responsible for effluent flow and quality not to exceed the limits defined in this RFP, subject to Village providing influent flow and quality consistent with limits defined in this RFP.
Utilities	Village is responsible for material unforeseen subsurface utilities in the right-of-way of the Project, including any Village-owned facilities or sites.	DBOF Firm is responsible for all coordination for rights of way permits and easements, as noted herein.
Electricity	Village shall be responsible for Electricity costs after Scheduled Commencement Date of Operations for Wastewater Facilities. Village shall be responsible for Electricity cost based on guaranteed maximum usage.	DBOF Firm shall be responsible for electricity costs up to Scheduled Commencement Date of Operations for Wastewater Facilities. DBOF Firm is responsible for payment, efficiency standards & efficiency per the Guaranteed Maximum Energy Usage Proposal Forms P-5 and P-6 after Scheduled Commencement Date of Operations for Wastewater Facilities.
Telephone		DBOF Firm is responsible for payment and usage.
Potable Water		DBOF Firm is responsible for payment and usage.
Survey		DBOF Firm is responsible for any Site, design and construction required surveys.

Design	<p>Village to provide minimum design requirements in this RFP as set forth in the Design Criteria Package and Design Standards Manual.</p> <p>Village to provide design documents for Build/Operate Projects as described in Section 1.6 of this RFP.</p>	DBOF Firm is responsible for all other design & construction documents for the Wastewater Facilities.
Storm water Management		DBOF Firm is responsible for developing and complying with a Project erosion control plan and Storm water plan consistent with State law.
Material Cost Escalation		DBOF Firm shall establish cost indexes on volatile materials and assume all risk and responsibility.
Construction		DBOF Firm is responsible for construction of all Wastewater Facilities based on design parameters in Design Criteria Package and Design Standards Manual.
Construction/ Commissioning	Village monitors design, construction and tests to determine compliance with DBOF Services Agreement and Applicable Law.	DBOF Firm is required to perform the Wastewater Facilities construction/commissioning to meet DBOF Services Agreement requirements.
Period/Project Implementation Schedule	Village will provide Project Implementation Schedule with Construction Period.	DBOF Firm to guarantee completion of Project pursuant to Project Implementation Schedule and DBOF Services Agreement to specify guaranteed Construction Period after Notice to Proceed is issued.



FDEP Documentation / Permits and Compliance		DBOF Firm is required to obtain all FDEP Permits and comply with FDEP requirements and all other regulatory agencies in connection with construction and operation of the Wastewater Facilities. DBOF Firm is responsible for all mitigation measures set forth in the Village's Wastewater Management Plan.
Financing	Village has the option of financing all of the Project or a portion thereof with public funds, including SRF Loans, ACOE Funds, tax exempt funds, or any other available source of public funding.	DBOF Firm is responsible for providing a private financing plan for the Project as described in Price Proposal Forms P-3 and P-4, this RFP and any financing that may be ultimately agreed to under the DBOF Services Agreement or other agreement.
Natural Disaster		DBOF Firm is solely responsible within the limits of Applicable Law.
Reuse	The Village will retain ownership of all reuse water from NPK Wastewater Treatment Plant and any treatment plants constructed in the Village with reuse capabilities.	DBOF Firm will make necessary modifications to NPK Wastewater Treatment Plant to accommodate reuse, including modifications to the existing reuse line and Founder's Park irrigation system, as required, for reuse to be functional and operational.
Key Largo Wastewater Treatment District/ Off-Island Treatment		DBOF Firm will assume all financial, design and construction obligations of all systems pursuant to any Interlocal Agreement which may be entered into between the Village and KLWTD, including operations and maintenance of any transmission and other Wastewater Facilities.

## **3.6 COMPLIANCE WITH FEDERAL, STATE LAWS AND VILLAGE POLICIES**

### **3.6.1 FEDERAL AND STATE LAWS**

The Village may finance all or a portion of the Project with federal and/or State public funding sources, including SRF Loans provided through the FDEP, and ACOE Funds. Accordingly, each DBOF Proposer must be knowledgeable and familiar with and comply with all applicable requirements imposed by State and Federal requirements for design and construction contracts as provided in this RFP. The Village makes no representations that this RFP contains all of the applicable State and Federal requirements or provisions as required for funding of the Project. To the extent applicable to the Project and this RFP, and the design, construction and operation of the Wastewater Facilities as set forth in the DBOF Services Agreement, each Proposer shall comply with all applicable State and federal requirements and provisions, including but not limited to the following:

**3.6.1.1 Federal Labor Standards Provisions; Prevailing Wages.** In connection with any assistance or funding for the Project by the United States of America, including but not limited to SRF Loans or ACOE Funds, the DBOF Firm shall comply with all applicable State and Federal Labor and Wage Laws for the construction of the Project, and applicable Federal Labor Standards Provisions (Davis-Bacon Act, Copeland Act, and Contract Work Hours and Safety Standards Act), as set forth in the FDEP Supplementary Conditions (Construction) included as Appendix F to this RFP. The DBOF Firm must pay its workers prevailing wages. It is the DBOF Firm's responsibility to interpret and implement any prevailing wage requirements.

**3.6.1.2 FDEP Supplementary Conditions (Construction).** As may be required for SRF Loans and ACOE Funds, and other State and Federally assisted funding for the Project, the DBOF Firm shall comply with the FDEP Supplementary Conditions (as applicable to Design/Build Projects and this RFP for DBOF Services), as set forth in Appendix F attached to this RFP, including but not limited to compliance with the following:

- Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) participation in the Project;
- Section 306 of the Clean Air Act (42 U.S.C., 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738 (Administration of the Clean Air Act with respect to Federal contracts, grants on loans); and 40 CFR Part 15 prohibiting the use of facilities included in the U.S. Environmental Protection Agency's List of Violating Facilities;

- Debarment and Suspension (Executive Order 12549);
- Affirmative Action and Equal Employment Opportunity (Executive Order 11246; the Civil Rights Act of 1964; Department of Defense Directive 5500.11 issued pursuant thereto). The DBOF Firm shall comply with all applicable State and federal laws pertaining to nondiscrimination which prohibit discrimination based on race, color, age, or national origin;
- Immigration Reform and Control Act of 1986 (State of Florida Executive Order 11-02); and
- Army Regulation 600-7, entitled “Non discrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of he Army.”

**3.6.1.3 ACOE Funds.** As applicable to any ACOE Funds received for the Project, each Proposer shall comply with all requirements and provisions contained in the ACOE Project Partnership Agreement between the Department of the Army and Islamorada for Technical and Financial Assistance for the Florida Keys Water Quality Improvement Program Regional Wastewater Treatment and Collection Facilities dated August 17, 2008, together with Amendment No. 1 thereto dated February 5, 2010, and included in this RFP as Appendix G, and any further amendments as may be entered into from time to time between the Village and ACOE for grant funding of the Project. It is anticipated that the Project Partnership Agreements with ACOE will be modified to reflect the “Project” as defined therein consistent with the scope of work or Project set forth in this RFP and the Proposal selected and awarded by the Village.

**3.6.1.4 Federal Aid Construction Contract Provisions (FHWA-1273).** To the extent applicable to the Project, the DBOF Firm shall comply with the Contract Provisions Federal-Aid Construction Contracts (FHWA - 1273) included in this RFP as Appendix H. The required Contract Provisions Federal-Aid Construction Contracts (FHWA - 1273) shall be made a part of the DBOF Services Agreement.

**3.6.1.5 Prohibition against Contingent Fees.** Pursuant to Section 287.055(6), Florida Statutes, this RFP and the DBOF Services Agreement to be entered into between the Village and the Selected DBOF Firm shall contain the following prohibition on contingent fees: “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this RFP or the DBOF Services Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other

consideration contingent upon or resulting from the award or making of this RFP and the DBOF Services Agreement.” For the breach or violation of this provision, the Village shall have the right to terminate the DBOF Services Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

### **3.6.2 Village Laws and Policies.**

The DBOF Firm shall comply with the Village Charter and Code of Ordinances, as well any and all adopted Village Policies and regulations pertaining to this RFP and the Project.

### **3.7 STAFFING**

All Wastewater Facilities located within the Village must be staffed in accordance with the more stringent of 1) the Minimum Staffing Plan as proposed by the Selected DBOF Firm, 2) Good Industry Standards, and 3) Applicable Law. If the Wastewater Facilities are not staffed on a 24 hour, 7 day a week basis, the DBOF Firm must employ an acceptable method for monitoring the Wastewater Facilities and responding as necessary in accordance with Good Industry Standards and Applicable Law or regulations established by the FDEP and Department of Public Health. Said monitoring plan must be completely and clearly defined and set forth in the DBOF Firm's Proposal.

### **3.8 REPAIR AND REPLACEMENT**

The DBOF Firm shall provide a Repair and Replacement Schedule with its Price Proposal and is responsible for all repairs and replacements of equipment, systems and structures, which make up the Wastewater Facilities, including any wastewater treatment plants, during the term of the DBOF Services Agreement. Repairs and replacements of the NPK Facilities shall also be the responsibility of the DBOF Firm.

### **3.9 EXIT TEST**

One (1) year before the end of the term of the DBOF Services Agreement, the DBOF Firm must deliver a report to the Village evidencing that all Exit Standards and Conditions have been achieved. Achievement of Exit Standards and Conditions must include: 1) concurrence that all necessary Wastewater Facilities maintenance, repairs and replacements have been undertaken as required pursuant to the DBOF Services Agreement, 2) successful passage of Exit Performance Tests, if required by the Village, and 3) achievement of all other standards and conditions contained in the Exit Standards and Conditions of the DBOF Services Agreement.

The DBOF Firm will be required to provide the Wastewater Facilities to the Village at the end of the term of the DBOF Services Agreement (or sooner at buyout, termination or default) in a satisfactory condition, as described below. To ensure the Wastewater Facilities are properly maintained throughout the term of the DBOF Services Agreement, the DBOF Firm and the Village will be required to perform a valuation of the

Wastewater Facilities and all equipment before, or immediately after, the Acceptance Date. The valuation will consist of the compilation of a registry of the Wastewater Facilities and equipment and a determination of the estimated useful life for each Wastewater Facility and each piece of equipment and the dollar value of each Wastewater Facility and piece of equipment. The DBOF Firm will be required to maintain, repair and replace such Wastewater Facilities and equipment so that the weighted average useful life of the Wastewater Facilities and process equipment at termination of the DBOF Services Agreement is at least 20 years for the Wastewater Facilities and five (5) years for the equipment.

The parties must review the condition of the Wastewater Facilities and the equipment at the end of the term of the DBOF Services Agreement to determine whether or not the weighted average useful life of the Wastewater Facilities is at least 20 years and the process equipment is at least five (5) years. If the parties cannot agree on the remaining weighted average useful life of the Wastewater Facilities and equipment, they must hire (and equally share the cost of) an independent evaluator who must make the final determination. In the event that the Wastewater Facilities and equipment is returned with a remaining useful life of less than 20 years and five (5) years, respectively, the DBOF Firm is responsible for necessary repairs or replacements or payments to the Village for such Wastewater Facilities and equipment in order to achieve the useful life requirement.

### **3.10 RESIDUALS MANAGEMENT**

The DBOF Firm is responsible for Residuals handling and final disposition throughout the term of the DBOF Services Agreement and is required to produce Class B Biosolids dewatered to a guaranteed minimum of 15% solids content or greater. The DBOF Firm may use any type of off-site disposal subject to constraints described in the DBOF Services Agreement regarding hauling routes, handling practices, and notification requirements.

The DBOF Firm shall provide a unit price per wet ton of Class B Biosolids dewatered to a guaranteed minimum of 15% solids content or greater. The DBOF Services Agreement will include a mechanism to reflect material increases in the cost of sludge transportation and disposal during the term of the DBOF Services Agreement. In the event of a 20% increase in the cost of sludge transportation and disposal, the Village will retain the right to terminate the DBOF Firm sludge disposal obligations, require the DBOF Firm to meet certain sludge quality guarantees and reduce the Fixed O&M Fee and Variable O&M Fee components of the Service Fee by the amount of the sludge hauling and disposal.

### **3.11 SITE MAINTENANCE**

The DBOF Firm is responsible for all maintenance of Sites, as well as procuring the necessary levels of public liability and property insurance for all Sites.

### **3.12 SCHEDULED CONSTRUCTION DATE**

The DBOF Firm must commence construction of the Project on or before the Scheduled Construction Commencement Date of Build/Operate Projects and as set forth in the DBOF Firm's Project Implementation Schedule. Due to the fast track nature of this Project, the DBOF Firm may obtain necessary construction and buildings permits on a phased submittal basis, therefore allowing for certain phases of construction to commence prior to completion of all engineering documents. The DBOF Firm must demonstrate prior experience in performing fast-track construction projects similar to this Project. The Village will act in good faith to reasonably and timely review and approve phased engineering and construction documents pursuant to the DBOF Services Agreement.

### **3.13 SCHEDULED ACCEPTANCE DATE**

The DBOF Firm must achieve Acceptance of all Wastewater Facilities and commencement of operations by the Scheduled Commencement Date of Operations for Wastewater Facilities and must complete final construction of all Wastewater Facilities by the Scheduled Final Completion Date of Wastewater Facilities. Failure to achieve commencement of operations by such date, or final completion by the Scheduled Final Completion Date of Wastewater Facilities, if not excused due to the occurrence of an Uncontrollable Circumstance or Village Fault, subjects the DBOF Firm to pay liquidated damages as set forth in the DBOF Services Agreement.

### **3.14 GOVERNMENTAL APPROVALS**

The DBOF Firm is responsible for identifying, preparing applications for, and obtaining all necessary Governmental Approvals, certifications, variances, and permits for the design, construction and operation of the Wastewater Facilities in accordance with the requirements of the DBOF Services Agreement except for items expressly identified as the Village's or third party's responsibility in Section 3.5 of this RFP. The DBOF Firm is responsible for complying with the requirements of the Wastewater Management Plan. If any incremental reporting, testing, hearing or other requirements are necessary as a result of the DBOF Firm's proposed or actual operations of the Wastewater Facilities, the costs associated with such incremental requirements is the full responsibility of the DBOF Firm. The DBOF Firm will pay the actual fees for all permits, including but not limited to, building permits, the air quality permit, and FDEP permits.

### **3.15 PERMITTING**

DBOF Firm is responsible for applying for, obtaining, and complying with all permits associated with the construction of the Wastewater Facilities, including air quality permits, as outlined in Section 3.5. Actual permit fees for such permits shall be paid by the DBOF Firm.

The DBOF Firm must prepare and submit application forms, provide plans, specifications and drawings to the Village, Monroe County, FDEP, the State of Florida,

as appropriate, in sufficient detail necessary to satisfy the requirements of each permit application for which the DBOF Firm is responsible. At a minimum, this may include engineering plans, specifications, renderings, engineering calculations, narratives and professional engineer certification in the State of Florida.

Application scheduling, critical path assessments, response to comments, application fees and other costs for all permits and approvals, except for those which are specifically identified as the responsibility of the Village or third parties, are the responsibility of the DBOF Firm.

### **3.16 OPERATION**

During the term of the DBOF Services Agreement, the DBOF Firm must prepare all submittals and reports required for compliance with all Governmental Approvals, regardless of whether the DBOF Firm or the Village is responsible for submittal of the subject document, and provide copies of any and all such documents to the Village.

### **3.17 CONTACT WITH REGULATORY AGENCIES**

The DBOF Firm may contact the regulatory agencies directly with respect to any matters relating to the Governmental Approvals that may be required for the Project, which are not the express responsibility of the Village as set forth in Section 3.5.

## **4. PROPOSAL EVALUATION PROCESS AND CRITERIA**

### **4.1 EVALUATION COMMITTEE**

The Evaluation Committee will be appointed by the Village Manager and approved by the Village Council. The Evaluation Committee will review and evaluate the Proposals according to the criteria set forth in this RFP. The Evaluation Committee, at its sole discretion, shall have the right to seek written clarifications and/or additional information from Proposers, verify information submitted and check project references, in order to fully understand the Proposals.

While it was the intent of the Statement of Qualification Documents and supporting information submitted pursuant to the RFQ process to establish the DBOF Firms' ability to perform and qualifications prior to submittal of a Proposal pursuant to this RFP, neither the fact of pre-qualification, nor any pre-qualification ranking, will preclude the Village or the Evaluation Committee from a post-qualification consideration or determination as part of the RFP evaluation as to whether a DBOF Firm has the ability to perform, qualifications, capacity, experience and financial strength to satisfactorily perform the Project.

### **4.2 EVALUATION OF PROPOSALS**

The Proposal Documents must be submitted by the Submittal Deadline specified. Once received, the review and notification process will be as follows:

- a. The Proposal Documents will be date and time stamped upon receipt.
- b. The Evaluation Committee will initially review the Proposal Documents submitted for conformance or responsiveness with the specific requirements of this RFP and reject any Proposals deemed non-responsive. Any Proposal Documents that the Evaluation Committee determines are incomplete in any material respect will be deemed non-responsive and will be rejected in their entirety. Any Proposals deemed materially non-responsive will be disqualified and not subject to further review or evaluation. The Proposer will be notified as to a non-responsive Proposal. The Village and the Evaluation Committee reserve the right to waive any minor irregularity or informality in determining responsiveness of the Proposals. All Business Proposal Forms and Price Proposals received from Proposers deemed non-responsive will be returned.
- c. Proposal Documents deemed responsive to the RFP requirements will be evaluated as described in this section. The Evaluation Committee will review and evaluate the Ability to Perform/Qualifications submitted with this RFP, as well as the Statement of Qualifications and information submitted as part of the RFQ process, and the Technical Proposals based on all information required and submitted. In the evaluation of Proposals, the Village will consider the Statement of Qualifications and information submitted as part of the RFQ process. While it was the intent of the Statement of Qualification Documents and supporting information required by the RFQ to assist the Village in determining the DBOF Firm qualifications and responsibility prior



to submittal of a Proposal, neither the fact of pre-qualification, nor any pre-qualification ranking, will preclude the Village from post-qualification competitive selection, consideration and determination of whether a DBOF Firm has the competence, ability to perform and qualifications necessary to perform the DBOF Services Agreement. After the Ability to Perform/Qualifications submitted with this RFP and the RFQ, and the Technical Proposals are evaluated, the Evaluation Committee will arrive at a score for each of the criteria based on the Evaluation Criteria set forth in Section 4.3 of this RFP.

d. Once the Ability to Perform/Qualifications and Technical Proposals have been evaluated and scored, the Price Proposals and Financing Plan will be opened and evaluated. The Price Proposals and Financing Plan will be evaluated and scored in accordance with the evaluation criteria set forth in Section 4.3 of this RFP.

e. Each Proposer that submits a complete and responsive Proposal will be required to make an oral presentation to or interviews with the Evaluation Committee and/or the Village Council at a public meeting. The DBOF Firm will be notified of the proposed dates of the oral presentation or interview schedule.

f. The Evaluation Committee and/or the Village Council may, in the Village's sole discretion, prepare a written request for clarification and/or additional information to some or all DBOF Firms for the purpose of clarifying any information submitted in the Proposal Documents. The request may seek written clarification from the DBOF Firm of any ambiguities in its Proposal Documents and additional information the Evaluation Committee and/or Village Council believe is necessary to complete the evaluation process. In addition, the Evaluation Committee and/or the Village Council may, in the Village's sole discretion, perform other due diligence investigations with respect to any information submitted in the Proposal Documents, including contacting Project references, visiting projects or sites, and may conduct interviews and other competitive negotiations with each, some, or none of the DBOF Firms.

g. The Evaluation Committee will then provide an overall score for each Proposal, rank the Proposals and develop a short list of not less than three (3) DBOF Firms, provided that at least three (3) Proposals have been received. If less than three (3) DBOF Firms submit Proposals, then the number of Proposals received shall be the Short List. The Evaluation Committee shall provide the rankings and recommended Short List of the Proposers to the Village Manager.

h. The Village Manager shall submit the rankings and Short List to the Village Council with a recommendation for selection of a DBOF Firm.

i. The Village Council shall review the Evaluation Committee's rankings and Short List, and the Village Manager's recommendations, and may require DBOF Firms to make oral presentations to the Village Council. The Village Council shall make the final selection and award of the DBOF Firm and may direct staff to negotiate the DBOF Services Agreement with the Selected Proposer, as it determines to be in the best interest of the Village and most advantageous to the Village. The Village Council shall have the sole and final discretionary authority to evaluate the Proposal Documents

submitted and to competitively select and award the qualified DBOF Firm and award the DBOF Services Agreement. Alternatively, the Village Council may reject any and all Proposals.

### 4.3 EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated and ranked according to the evaluation criteria set forth in this Section. Accordingly, the DBOF Firm's Proposals will be evaluated and ranked based upon the following criteria:

<u>Evaluation and Ranking Criteria</u>	<u>Ranking Weight</u>
• Ability to Perform the Work and Qualifications	20%
• Technical Approach	50%
• Price (Value) Proposals and Financing Plan	<u>30%</u>
Total	100%

The basis for evaluation and ranking of Proposals includes the following: information provided by the DBOF Firm in the Statement of Qualifications and information submitted pursuant to the RFQ, changed or supplemental information provided by Proposers as required in section 4.3.1 of this RFP, including updated financial information; the Proposal Documents submitted in response to this RFP, the Business and Price Proposal Forms and Financing Plan; oral presentations and interviews with the Evaluation Committee with each DBOF Firm; information obtained by the Evaluation Committee with the owners or references of previous projects that the DBOF Firm and its members have been involved with, and additional information on the DBOF Firm obtained by the Evaluation Committee.

The evaluation criteria utilized by the Village shall also ensure that the Wastewater Facilities will be designed, constructed and operated at fair and reasonable prices to Village residents or users. The Village further prohibits any practices that may result in unlawful activity including, but not limited to, rebates, collusion, kickbacks, or other unlawful consideration, and specifically prohibits any Village employee or Council member from participating in the evaluation process when those employees or Council members have such a relationship with a person or business firm seeking a contract pursuant to this RFP.

The Business and Price Proposals and Financing Plan proposed by the DBOF Firm shall provide the necessary pricing and financial resources by the DBOF Firm for the design, construction and operation of the Wastewater Facilities to ensure their timely completion, and set forth adequate financial resources of the DBOF Firm for the design, construction and operation of the Wastewater Facilities.

#### 4.3.1 Ability to Perform the Work/Qualifications Evaluation Criteria

In the evaluation of Proposals, the Evaluation Committee will evaluate the information and Statement of Qualifications submitted in response to the RFQ in connection with

the Ability to Perform and Qualifications of the DBOF Firm, as well as any updated, changed or new information submitted with this RFP pertaining to the Proposer's Ability to Perform the work and Qualifications; changes or substitutions to key members of the DBOF Firm, additions or deletions of members of the DBOF Firm, updated financial information; oral presentations and interviews with the DBOF Firms, information obtained by the Evaluation Committee from the owners or references of projects the DBOF Firms have completed or been involved with. The Evaluation Committee will use the following factors and areas of primary focus in evaluating Proposer's Ability to Perform and Qualifications:

- DBOF Firm's organizational structure, management and working history.
- DBOF Firm's and key member's and personnel's qualifications and experience.
- Past performance and references.
- Design-Build-Operate-Finance (DBOF) experience, including design and construction experience, and operations and management experience for similar projects.
- Wastewater experience.
- Financial qualifications and strength of DBOF Firm and Guarantor.

#### **4.3.1.1 Substitution or Changes to Key Members of DBOF Firm.**

Information provided during the RFQ process does not need to be resubmitted unless the information has changed, or supplemental information is warranted as noted herein. Substitution or changes in the key members of the DBOF Firm (Engineer of Record, General Contractor or Operations Member) or Project Manager or key personnel, as submitted in the RFQ Statement of Qualifications and pre-qualified by the Village, must be reviewed and approved by the Village, in its sole and absolute discretion, and will be permitted by the Village only if:

- The change or replacement of a DBOF Firm key member does not, in the sole opinion of the Village, materially affect the overall ability to perform, qualification and quality of the Proposer; and
- The DBOF Firm key member replaced and the remaining DBOF team members have collectively communicated their acceptance and satisfaction with the substitution to the Village in writing.

Proposers must also submit the following information related to a substitution or change in key members, Project Manager or key personnel of the DBOF Firm:

- Updated Organizational Chart showing all key members of the DBOF Firm;
- Resumes and relevant project experience; and

- Proposed contractual or other legal relationships between the proposed key member and the DBOF Firm; and
- Appendix A Form attached to the RFQ: Pre-Qualification Questionnaire and Minimum Qualifications (Forms A-2.1 of the RFQ for General Contractor Member, Form A-2.2 of the RFQ for Engineer of Record Member, or Form A-2.5 of the RFQ for the Operations Member).
- All appropriate licenses and certifications required in the State of Florida for such key member to perform the Project.

Any change in a DBOF Firm member, Project Manager, or other key personnel from those named in the RFQ Statement of Qualifications must be pre-approved by the Village prior to submission of a Proposal pursuant to this RFP. Requests for substitutions or changes to the DBOF composition must be made in writing to the Village's Wastewater Program Manager at least 30 days prior to the Submission Deadline. The Village reserves the right to disapprove any proposed substitution or change, if in the Village's sole discretion, the substitution or change constitutes a material change that adversely affects the qualification and ability of the DBOF Firm to perform and fulfill the scope of the Project.

#### **4.3.1.2 Addition or Deletion of DBOF Non-Key Members.**

If there is an addition, deletion or change in a non-key member comprising the DBOF Firm, such as a sub-contractor or sub-consultant, as submitted in the RFQ Statement of Qualifications and pre-qualified by the Village, the DBOF Firm must notify the Village's Wastewater Program Manager in writing no later than 30 days prior to the Submission Deadline of this RFP. The Village reserves the right to disapprove any proposed addition or deletion, if in the Village's sole discretion, the addition or deletion constitutes a material change that adversely affects the ability of the DBOF Firm to fulfill the scope of the Project.

#### **4.3.1.3 Updated Financial Information**

Financial information provided during the RFQ process does not need to be resubmitted unless the information has been updated, changed, or supplemental information (more recent financial information and statements) is warranted as noted herein. Proposers must submit the following information related to financial qualifications:

- Any updated information since the submittal of the Statement of Qualifications pursuant to the RFQ as to financial information or statements on all key DBOF Firm team members, including the DBOF Firm, Engineer of Record, General Contractor, Operations Member and Financier, if applicable, and the Guarantor, including:
  - Most recent Forms 10-Q and 10-K filed with the SEC, if applicable (2010);
  - If not required to make filings with the SEC, the most recent audited financial statements (2010), including income statements, balance sheets,

statement of changes in financial position, and copies of the latest quarterly financial reports must be provided, as well as a statement regarding any material changes in the manner or mode of conducting business;

- Contingent or recent mergers and/or acquisitions, liabilities, bankruptcies, and litigation;
- Changes in the ratings and/or rating outlooks of any DBOF Firm team members, if any; and
- Any update to any other financial information provided in the Statement of Qualifications submitted pursuant to the RFQ.

Material changes in the financial condition, strength or stability of the DBOF Firm or Guarantor, as submitted in the RFQ Statement of Qualifications and pre-qualified by the Village, must be reviewed and approved by the Village, in its sole and absolute discretion, and will be permitted by the Village only if:

- The change in the financial condition, strength or stability of the DBOF Firm or Guarantor does not, in the sole opinion of the Village, materially affect the overall financial qualification and quality of the Proposer.

Any material change in the DBOF Firm's or Guarantor's financial condition, qualification, strength or stability from those named in the RFQ Statement of Qualifications must be pre-approved by the Village prior to submission of a Proposal pursuant to this RFP. Requests for changes to the DBOF Firm or Guarantor's financial condition must be made in writing to the Village's Wastewater Program Manager at least 30 days prior to the Submission Deadline. The Village reserves the right to disapprove any changes, if in the Village's sole discretion, the change constitutes a material change that adversely affects the financial ability of the DBOF Firm or the Guarantor to perform and fulfill the scope of this Project.

#### **4.3.2 Technical Approach Evaluation Criteria**

The Design Criteria Package and Design Standards Manual provide the general planning and design requirements for the Project. The Village will evaluate the technical approach and viability of the Proposals with respect to their ability to achieve the technical goals and objectives within the Village's Wastewater Management Master Plan (ESciences, 2005). The Evaluation Committee will use the following factors and areas of primary focus in evaluating Proposer's technical approaches:

- **DBOF Management Plan.**

Proposer's DBOF Management Plan that sufficiently addresses and details a well thought out and proven process to Project Management, Stakeholder Communication and Customer Service Plan, and public involvement and information supported by an efficient Project Controls strategy. Including, without limitation, a demonstrated ability to coordinate work tasks among

DBOF team members, coordinate work with Village Staff and Owner's Representative, and resolve Project issues to mitigate Project delays and cost overruns.

- **Design-Build Plan.**

Proposer's Preliminary Design Report and associated design drawings that provide the most valued technical approach to providing wastewater collection and treatment to the residents of the Village, including, without limitation, the reasoning and approach for selecting major equipment components and selected technologies, the selected components and their ability to provide long-term reliability and ease of operation to the Village, the extent to which the Proposer's Design-Build staffing plan provides for a proven team of individuals focused on delivering the Project expeditiously, safely, and at a high quality.

- **Operation and Maintenance Plan.**

Proposer's Operation and Maintenance Plan consistent with the Village's objective of maintaining Wastewater Facilities and components to a high standard of care through ongoing maintenance and repair, an efficient chemicals and materials management plan, uninterrupted wastewater treatment, prudent Renewal and Replacement Schedule and program, and continuous good housekeeping to protect against deterioration including the proven ability of the Proposer's Operation and Maintenance Staffing Plan to support the Project's operation and maintenance goals and objectives.

- **Design and Construction Creativity and Project Betterments.**

Proposer's ingenuity, innovation, creativity, and Project betterments in the design, construction, and operation and maintenance elements of the Project. Areas where the Village expects to benefit from the Proposer's ingenuity and innovation include, without limitation, system or facility layout, energy efficiency, and design features resulting in operation and maintenance cost efficiencies, and superior performance above the minimum requirements specified herein. The Village also encourages design, construction, and operation and maintenance betterments that may enhance the overall Project and improve the quality of the Project for the Village's residents, such as reuse, re-paving of roads, etc.

- **Ability and Approach to Meeting Village’s Goals and Objectives.**  
Extent to which the Proposer addresses and proves the Project will attain the Village’s goals and objectives as detailed in Section 3.1 of the Request for Qualifications (RFQ) and Section 2.1 of this RFP.

#### 4.3.3 Price (Value) Proposals and Financial Plan Evaluation Criteria

The following criteria will be applied to evaluate the DBOF Firm’s Price (Value) Proposals and Financing Plan for overall Project cost effectiveness based on the following price/value and financial components, including but not limited to:

- Fixed Design/Build Price. The Proposal shall clearly describe the expected costs of design and construction components of the Project for both Alternatives No. 1 and No. 2. The Price Proposal Forms, Fixed Design/Build Price for Alternatives No. 1 and 2, are attached to this RFP as Price Proposal Forms P-1 and P-2, respectively. The Fixed/Design Build Price to be provided in Price Proposal Forms P-1 and P-2 anticipates pricing with public funding and shall include compliance to the extent applicable with all State and/or federal requirements as set forth in Section 3.6 of this RFP.
- Service Fee. The Service Fee payable to the DBOF Firm assumes 100% private financing of the Project and shall be comprised of the following components for each Alternative No. 1 and No. 2, as set forth in Price Proposal Forms P-3 and P-4, respectively:
  - Capital Fee.
  - Operations Service Fee.
    - Fixed Fee Component
    - Variable Component
    - Renewal/Replacement Component
  - Capital Termination Fee.
- The Service Fee for the Project under each DBOF Firm Alternative Proposal, allocated by capital and operational components. The Service Fee proposals will be evaluated quantitatively on a net present value basis for various potential operational and financial scenarios over a 30-year period using a discount rate of 5% or other discount rate as determined by the Village, in its sole discretion.
- Proposed Life Cycle Costs of the Wastewater Facilities.
- Clarity of all life cycle costs accounted for and reasonably estimated.

- The proposed Buyout Provision as it relates to each Service Fee component, which should include a Buyout Provision for the Capital Fee portion and overall flexibility for the Village.
- Allocation of risks of the design/construction and operations and maintenance of the Project and appropriate safeguards (i.e., financial guarantees, financial or operational covenants, etc.) to insulate the Village and ratepayers from cost overruns and/or revenue shortfalls.
  - The terms of the DBOF Firm will likely result in cost stability for Village ratepayers.
  - DBOF Firm's proposed provisions to ensure energy conservation, construction, financing and/or management measures to ensure cost efficiencies.
  - Flexibility and creativity of the Financing Plan in combining or utilizing various sources of low cost public financing and grants available (SRF Loans, ACOE Funds, and other grants, etc.).
  - Changes or updates to the financial strength of the DBOF Firm or Guarantor.
  - DBOF Firm's adequate financial resources to design, build, and operate the Wastewater Facilities.
  - DBOF Firm provides adequate security for the construction of the Wastewater Facilities to ensure completion and operation to protect the revenue streams of the Project.
  - The DBOF Firm's financial approach or plan based upon the DBOF Firm's demonstrated financial commitment to the Project, financial capacity of the DBOF Firm, DBOF Firm payment terms and adjustment methodology, overall Service Fee effectiveness, DBOF Firm history in financing self-supporting infrastructure projects, and special conditions that may be set forth by each DBOF Firm's financial proposal.



## **5. PROPOSAL REQUIREMENTS AND SUBMITTAL**

### **5.1 GENERAL INSTRUCTIONS**

The DBOF Firm's Proposal shall be submitted in accordance with the requirements of Section 1.9 "Proposal Process" of this RFP. DBOF Entities are urged to be complete, but concise, in their Proposals. No interpretation or clarification of the meaning of any part of this RFP will be made orally by the Village to any potential Proposer. Requests for interpretation or clarification by any Proposer must be made in writing as described in Section 1.15 "Communications Protocol" of this RFP. Any and all such interpretations and clarifications will be made in the form of written Addenda to this RFP. Receipt of all Addenda shall be acknowledged by Proposers. An acknowledgement form for receiving Addenda will be provided as part of each Addendum, if any, to this RFP.

### **5.2 INFORMATION REQUIREMENTS OF PROPOSAL SUBMITTAL**

The Proposal shall contain the following and be separated into fourteen (14) sections, plus attachments, separated by tabs as follows:

#### Proposal Main Document

1. Transmittal Letter.
2. Table of Contents.
3. Executive Summary.
4. Ability to Perform the Work/ Qualifications.
5. Technical Approach.
6. Financial Approach/Plan.
7. Project Team.
8. Legal Requirements.
9. Proposal Bond.
10. Project Implementation Schedule.
11. Proposed Changes and Assumptions.

#### Proposal Attachments

12. Price Proposal Forms (provided in Appendix B).
13. Business Proposal Forms (provided in Appendix A).
14. Other supporting information.

The format of the Proposal Documents shall be as outlined above. Narrative pages are to be 8 ½ inches by 11 inches, and shall be bound into the volume. A minimum of 12-

point font size and single line spacing is required for text. The Proposal Documents must be in English. A clear and concise presentation of information is encouraged. A page limit of 200 pages is set for the Proposal Main Document, not including the attachments. Additional information concerning the Proposal submittal requirements to this RFP is set forth below.

### **5.2.1 TRANSMITTAL LETTER**

The Proposal Documents must include a transmittal letter in the form attached as Business Proposal Form 1 containing the name, title, address, telephone number, fax number, and e-mail address of the DBOF Firm and the principal contact person. The transmittal letter must include at a minimum, a commitment by the DBOF Firm, if selected, to enter into good faith negotiations with the Village for the DBOF Services Agreement. The cover letter shall also include a complete listing of all members and companies, and their principals, that form the DBOF Firm.

The transmittal letter must be signed by an officer or principal of the DBOF Firm who is authorized to sign such material and to commit the DBOF Firm to the obligations contained in the Proposal. The Certificate of Authorization (Business Proposal Form 2) attesting to such authorization must also be submitted with the Proposal. If the DBOF Firm is a partnership, one or more of the general partners must sign the Proposal. If the DBOF Firm is a corporation or company, an authorized officer or officers must sign his, her or their name(s) and indicate the appropriate title beneath the full corporate name. Anyone signing the Proposal as agent must file with it legal evidence of his or her authority to execute such Proposal. All forms that require the signature of the DBOF Firm must be signed by the designated and authorized signatory. Submission by the DBOF Firm is an express representation that all individuals, officers, members, partners, entities, or other legal persons comprising the DBOF Firm are properly licensed to perform the necessary work in the State of Florida that is set forth in the DBOF Services Agreement should the Proposal be selected by the Village.

### **5.2.2 TABLE OF CONTENTS**

A table of contents shall be included in the DBOF Firm's Proposal, itemizing the sections and subsections of the Proposal, and identifying all tables, figures, and appendices.

### **5.2.3 EXECUTIVE SUMMARY**

The Executive Summary must be presented as a separate document and summarize, in clear and concise language, the information contained in the Proposal.

The Executive Summary must also summarize the information contained in the Proposal Forms. This must include, for each firm that may be part of the DBOF Firm and its key members, the form of business organization, ownership and firm description;

proposed role in the transaction; licensing information, and information as to criminal convictions, regulatory violations, bankruptcies, lawsuits and contract disputes.

In addition, the Executive Summary is limited to 25 pages, plus any renderings, tables, drawings and graphs.

#### **5.2.4 Ability to Perform the Work; Qualifications**

The Ability to Perform the Work and Qualifications must include the changed or supplemental information required in Section 4.3.1 of this RFP, as well as updates on technical and financial information, qualifications and experience from that submitted pursuant to the RFQ. The DBOF Firm's updated organizational charts and resumes must be submitted. Any material changes to the proposed DBOF Firm, members or the Guarantor, experience, or financial resources of the Proposer shall be submitted by attaching completed submittal forms from the RFQ.

#### **5.2.5 TECHNICAL APPROACH**

The Technical Approach must provide detailed descriptions and drawings of all work proposed, as required by this RFP, the Design Criteria Package and Design Standards Manual. The level of effort should be sufficient to convey the concepts of all Wastewater Facilities and components including the following sections.

##### **5.2.5.1 DBOF Management Plan**

The DBOF Firm must provide an overall plan on how it will manage the entire implementation of the Village's Wastewater Program and the Project. The Management Plan should address how the DBOF Firm will interact with, resolve issues, and coordinate the work with the many stakeholders involved in the Project. At a minimum, the Management Plan should include the following:

- Project Management Plan and proposed Project staffing. Include how the work will be coordinated during Project implementation between team members, the Owner's Representative, and the Village.
- Stakeholder Communication and Customer Service Plan including conflict resolution and customer interface.
- Project Controls including document management, Project Schedule, cost controls, reporting, etc.

##### **5.2.5.2 Design-Build Plan**

The DBOF Firm must clearly describe the specifics of the Wastewater Facilities. All major components of the Wastewater Facilities must be described, including the key process steps and other support steps, buildings and areas. The following subsections outline the technical elements that must be included in order to demonstrate compliance

with the performance guarantees and minimum design requirements set forth in the Design Criteria Package and Design Standards Manual.

#### **5.2.5.2.1 Preliminary Design Report and Drawings**

The DBOF Firm must clearly label and illustrate the specifics of the Wastewater Facilities, including all major components. These drawing(s) will serve as an overview of the technical design proposed for the Wastewater Facilities and will become a part of the Appendices to the DBOF Services Agreement. At a minimum, this section shall include the drawings and diagrams described below. The DBOF Firm may include additional drawings.

For each of the Alternatives required in Section 1.7 of this RFP, the DBOF Firm will prepare a Preliminary Design Report (PDR) and required drawings to depict and detail its design intent for the selected collection and treatment system. The intent of the PDR is to provide a document in sufficient detail to allow the development of a capital cost, justify and support the proposed capital cost, provide sufficient detail to allow the reviewer to fully understand the design intent, and to be further detailed at a later date by the Selected Proposer to obtain required FDEP permits. The PDR should be organized similar to the Basis of Design Report (BODR) prepared by Wade Trim, Inc. for the Middle Plantation Key Area MPK-2. The Table of Contents for that BODR is provided in Appendix C as an example. In cases where applicable, during the development of the PDR, such as the design of wastewater treatment facilities, Proposers are required to follow the *Preliminary Design Report Guidelines for Domestic Wastewater Permitting, Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C. June 2001*. Relevant sections for Wastewater Facilities should be incorporated into the overall PDR, when applicable.

The DBOF Firm shall provide drawings showing the limits of the Wastewater Facilities on all Sites proposed and the limits of construction. The site plan drawing(s) shall identify the limits of work; all permanent on-site structures, major equipment components, pumping and vacuum pumping stations, and collection system piping alignments. Site section drawing(s) showing typical sections through the developed portion of the Sites where pump station, vacuum pump stations, and wastewater facilities are located shall be included.

Drawings shall depict the accommodations made for future modifications and expansion of the Wastewater Facilities to accommodate growth and new technologies. Hydraulic profiles and the hydraulic grade lines at minimum, average, and peak flows shall be provided that illustrate all the major hydraulic elevations. Pumping, piping and valving at the intake and discharge point of major systems within the Wastewater Facilities shall be indicated, including the size, hydraulic capacity, and material of each component. The general Wastewater Facilities drawings shall include:

- Cover Sheet
- Index

- Legend
- Hydraulic Profile
- Process Flow Diagrams
- Site Layout Plans (include separate layout plans for each wastewater treatment facility, pump station, vacuum pump station, and other above/below ground structures)
- Detail Sheets (including sections taken through large, above ground structures and layouts of major equipment components)
- Collection System Drawings (provide plan view drawings depicting the alignment of proposed collection system including pipe sizes, vacuum pit locations, and other above ground structures)
- Electrical One-Line Diagrams

#### **5.2.5.2.2 Design-Build Narrative**

The Design-Build Narrative Section should address at a minimum the reasoning and approach to determining the major equipment components and selected technologies for the various parts of the wastewater collection and treatment components. Below indicate the minimum areas to be addressed within the Design-Build Narrative section. The Proposer should include the Design-Build Narrative requirements within the body of the PDR.

#### **5.2.5.2.3 Collection System and Equipment Selection**

This section must explain the selected wastewater collection technology, equipment selection and the design of all Collection Systems proposed within the Village. Detailed design criteria and specifications must be provided. Sufficient technical information, including hydraulic calculations, must be provided for the Village to review and understand the design being provided. Preliminary alignment drawings should be developed along with providing the preliminary location of vacuum pits, isolation valves, inspection ports, in-line pressure gages, and cleanouts. Provide the location and Collection System type for areas other than vacuum lines being provided. The useful life of proposed systems should also be provided.

#### **5.2.5.2.4 Wastewater Treatment Process and Equipment Selection**

This section must explain the treatment process, equipment selection and the design of all wastewater treatment plants proposed within the Village. Detailed design criteria and specifications must be provided. Sufficient technical information must be provided for the Village to review and understand the design being provided.

Within this Proposal section, the DBOF Firm must also:

- Provide the anticipated useful life of the proposed systems.
- Describe the Plant Wastewater Facilities' odor control capabilities.
- Describe how the proposed treatment processes will be capable of continuously treating wastewater while meeting all of the performance guarantees.
- Explain the plants' hydraulics and describe any pumping requirements within the plants.
- The DBOF Firm shall provide a complete process flow diagram for all treatment facilities indicating the purpose of each process along with the efficiency of the process component for the removal of contaminants for which the process is selected. At a minimum, the DBOF Firm should identify the processes along with their efficiencies for the removal of turbidity, total nitrogen, and biochemical oxygen demand (BOD). The DBOF Firm should identify all chemical feed locations.
- The projected water quality of the influent and effluent of each unit process with respect to the key parameters shall also be provided.

#### **5.2.5.2.5 Vacuum Pump Stations**

This section must explain the vacuum pump station processes, equipment selection and the design of all Wastewater Facilities. Detailed design criteria and specifications must be provided. Sufficient technical information must be provided for the Village to review and understand the design being provided.

Within this Proposal section, the DBOF Firm must also address architecture, facility operability, equipment layout, odor control, landscaping, equipment layout, HVAC requirements, safety, and storm water.

#### **5.2.5.2.6 In-System Pump Stations**

This section must explain the in-system pump station processes, equipment selection and the design of all Wastewater Facilities. Detailed design criteria and specifications must be provided. Sufficient technical information must be provided for the Village to review and understand the design being provided.

Within this Proposal section, the DBOF Firm must also address architecture, facility operability, equipment layout, odor control, landscaping, equipment layout, HVAC requirements, safety, and storm water.

#### **5.2.5.2.7 Power Supply and Electrical Equipment**

The Village anticipates that the DBOF Services will require negotiations and planning with the local electrical provider and that the DBOF Firm's design be compatible and efficiently address the power company rate structure. The DBOF Firm must describe in detail how electricity will be provided to the Wastewater Facilities. The DBOF Firm must address the planning process necessary to satisfy this requirement. The Proposal must discuss how electricity usage will be managed efficiently designed for and must discuss any on-site generation facilities capable of curtailing electrical demand during peak capacity events and the cost effectiveness of the proposed approach. The DBOF Firm must describe its proposed distribution system including allowance for future facility modification or expansion. A 100-percent back-up facility on-site generation will be required and the Proposal must confirm the requirements. Natural gas is not available for the Project.

The DBOF Firm must describe all major electrical equipment. For each major component, the Proposal must include, at a minimum, the number of units, location, horsepower, voltage rating, motor classification, and rate of power usage including that for utility and control system power and Site lighting (normal and emergency).

#### **5.2.5.2.8 Instrumentation and Controls**

The DBOF Firm must describe and show its instrumentation and controls and a Process and Instrumentation Diagram (P&ID), respectively. In addition, the DBOF Firm must supplement the P&ID with a detailed description of the process instrumentation and control systems including control philosophy and location of flow and water quality monitoring devices; their utilization to achieve the DBOF Firm's operational philosophy and their compatibility and potential interconnection with the Village's existing NPK Facilities and remote wastewater pump stations, for monitoring and control of wastewater treatment. The control interface must be fully described, and logic diagrams provided. The DBOF Firm must describe how the proposed automation of the Wastewater Facilities will impact staffing levels at the Wastewater Facilities (normal and emergency operation). The DBOF Firm must describe its plan for system upgrades as technology advances.

#### **5.2.5.2.9 Transmission of Wastewater to Key Largo Wastewater Treatment District**

This section must explain the transmission process, equipment selection and the design of all transmission facilities for transfer of wastewater to the Key Largo Wastewater Treatment District. Detailed design criteria and specifications must be provided. Sufficient technical information must be provided for the Village to review and understand the design being provided.

#### **5.2.5.2.10 Reliability and Redundancy**

Elsewhere in the Proposal, the DBOF Firm must define its design of the Wastewater Facilities. In this section, the DBOF Firm must describe the rationale behind its design decisions, including its use of redundant structures and equipment. The Proposal must also describe the redundancy for each unit process and the interconnections between unit processes allowing flexibility in process configuration to be maximized. This discussion of reliability and redundancy may include, without limitation:

- Alternative flow routing and overflow requirements under all expected operational, maintenance, and emergency circumstances.
- Emergency power supply.
- Alternate power sources, ranging from on-site generation to alternative energy options to alternative or supplemental off-site guaranteed capacity, which reduce the future risks of increased electricity costs and potentially reduce reliability.
- Provisions for future modifications and expansion must be discussed and, if not, provide a statement to that effect.

#### **5.2.5.2.11 Architecture, Aesthetics, and Landscaping**

The DBOF Firm must describe its architectural design approach, which must relate directly to the surroundings at the Sites. It is clearly understood that the Wastewater Facilities will have a visual impact on the surroundings. The design approach must proactively set an aesthetic standard that is consistent with the future modification and expansion of the Wastewater Facilities. The design approach must describe the useful life of the proposed architectural concepts and must be consistent with the Project final environmental impact reports requirements and commitments. The DBOF Firm must include a Site analysis, which examines and displays the relationship of the proposed architectural design to the existing and anticipated characteristics of the Sites. The DBOF Firm must demonstrate the DBOF Firm's knowledge of the Sites and provide the basis for the DBOF Firm's architectural concept and design. The DBOF Firm must provide a description of the architecture and landscaping for the Wastewater Facilities, which must be consistent with the final environmental impact report requirements.

Proposers shall provide architectural renderings that depict the proposed philosophy and resulting aesthetics of the Wastewater Facilities. The renderings should be visually accurate, and clearly indicate materials and forms of architecture.

#### **5.2.5.2.12 Design-Build Approach and Staffing Plan**

The DBOF Firm must provide a staffing plan that includes a Design-Build organization chart with, at a minimum: 1) number of positions; 2) job classifications and descriptions; and 3) reporting structure. The organization chart must show the number of employees,



their reporting relationship, and their titles. This text should describe the key individual responsibilities and the rationale for the organization. This section must also include a discussion on how the design-build team will interact during concurrent design and build activities.

#### **5.2.5.2.13 Construction Safety**

The DBOF Firm must provide the planning and safety measures to be used on the Sites and a description of how this will be communicated to all individuals near or on the Sites during the construction period. The DBOF Firm must also describe its approach to minimizing the likelihood of construction-related accidents and compliance with safety measures required by current Applicable Law. This section must, at a minimum, address the following items:

- Safety goals, standards, and guidelines, including compliance with applicable requirements of the Occupational Safety and Health Administration (OSHA) for workplace safety and health standards.
- Designation by name of a full-time, on-site safety coordinator who is to be responsible for all safety related activities and a description of other staff positions involved in safety planning and review.
- A framework for a safety review process and appropriate regular meetings to address safety issues.
- Documentation of safety procedures.

#### **5.2.5.2.14 Licenses, Permits, and Approvals**

The DBOF Firm must describe the approach to obtaining each license, permit, approval, or other Governmental Approval needed to design and construct the Wastewater Facilities, including all treatment plants within the Village. The DBOF Firm's Proposal must indicate where coordination or assistance from the Village in obtaining such licenses, permits and approvals is required. The DBOF Firm's Proposal must identify the name of the applicable license, permit, or approval, the estimated time required to obtain, and any other parties that must assist in obtaining the licenses, permits and approvals. The DBOF Firm's Proposal must identify any permits listed in this RFP that the DBOF Firm believes are not required and must identify any permits not listed in this RFP that may be required due to the specific nature of the Project.

#### **5.2.5.3 Operations and Maintenance Plan**

The DBOF Firm should be aware that the Village wants to encourage efficient operation of the Wastewater Facilities and components over the term of the DBOF Services

Agreement in a manner that is consistent with the Village's objective of maintaining the Wastewater Facilities to a high standard of care that includes: 1) ongoing maintenance and repair; 2) uninterrupted wastewater treatment; 3) prudent renewal and replacement of major components and equipment; and 4) continuous good housekeeping to preserve aesthetics and protect against deterioration with the understanding that the DBOF Firm shall maintain the Wastewater Facilities in good operating condition at all times, including at end of the term of the DBOF Services Agreement when the Wastewater Facilities revert to the Village.

The DBOF Firm must provide an Operations and Maintenance Plan that includes the items listed below.

- Briefly describe the DBOF Firm overall approach to performing the operations and maintenance responsibilities for the Wastewater Facilities as set forth in this RFP. The description must include the management philosophy of the DBOF Firm and any management procedures or policies that will be followed.
- Explain the DBOF Firm technical approach to performing such operation and maintenance responsibilities, including system operational improvements, training and inspection procedures, monitoring measures and routine, preventative, corrective and predictive maintenance programs.
- Describe the laboratory procedures to be undertaken by the DBOF Firm, including compliance sampling and analysis.
- Describe, generally, the manner by which the DBOF Firm will produce all reports required in the DBOF Services Agreement or otherwise required.
- Describe the proposed procedures for reviewing with the Village on a monthly basis operations, reports, ongoing cost information, and key upcoming projects and/or operations that may impact any DBOF Services.
- Discuss what quality assurance and quality control procedures will be used to monitor all aspects of operations and maintenance.
- Detail how all maintenance records will be kept up to date, including labor and material costs for each piece of equipment, work performed, root cause analysis and replacement dates.
- Discuss in detail the proposed planned maintenance program (i.e., preventative and predictive maintenance.)
- Identify and describe in detail the proposed Computer Maintenance Management System ("CMMS") that will be used by the DBOF Firm in accordance with the requirements of this RFP. The DBOF Firm must include sample output sheets or detailed output descriptions produced by the CMMS. The DBOF Firm must

describe in detail past experience with the CMMS, including uses of its various features.

- Describe how the DBOF Firm will manage emergencies (including storms and hurricanes), including required response times, that may arise at the Wastewater Facilities and interact with the applicable municipal fire, police, public works and emergency management personnel during such emergency. Include an Emergency Preparedness and Hurricane Response Plan for all Wastewater Facilities.
- Briefly describe the DBOF Firm general safety program, including staff training, preventative maintenance, and safety procedures for OSHA compliance program requirements. Essential elements of such a program must include regularly scheduled safety training sessions for all personnel, standard operating procedures for chemical storage and handling, confined space entry and emergency response, lock-out/tag-out, right to know, and the care and use of proper safety equipment.

#### **5.2.5.3.1 Operations and Maintenance Staffing Plan**

The DBOF Firm must provide a staffing plan that includes an Operations and Maintenance organization chart with, at a minimum: 1) number of positions; 2) job classifications and descriptions; and 3) reporting structure. The organization chart must show the number of employees, their reporting relationship, and their titles. This text should describe their individual responsibilities and the rationale for the organization.

The staffing plan must indicate the number of personnel required, their job titles and the necessary experience and certifications to meet current Federal and State regulatory requirements and Applicable Law. It must also clearly define the times at which the Wastewater Facilities will be attended, by which personnel and, if the system is to be left unattended, how call-outs and emergency coverage will be handled, including response time.

#### **5.2.5.3.2 Chemicals and Materials Management**

The DBOF Firm must provide plans for how fuel, chemicals, and other toxic or hazardous materials will be handled on the Sites. The approach to the handling of toxic or hazardous materials must demonstrate how the design of the Wastewater Facilities and the proposed operating strategies will minimize the risk of related hazards, including combustion, noxious or harmful fumes, and spills. The DBOF Firm shall provide a complete listing of chemicals, including identification by scientific name, to be used in the Wastewater Facilities and treatment technologies proposed in its Proposal.

#### **5.2.5.4 Design and Construction Creativity and Project Betterment**

As discussed in Section 4.3.2 of this RFP, the Village is interested in and will evaluate each Proposal for Project ingenuity, innovation, creativity, and Project betterments in the design, construction, and operation and maintenance elements of the Project. In the Proposal Submittal, the Proposer should identify potential, feasible Project betterments that could be added to the Project scope should the Proposer be selected as the Village's DBOF Firm. Each Project betterment should be explained in sufficient detail, the benefit the Village has in considering the betterment, and how the betterment will further achieve the Village's goals and objectives listed within this RFP.

#### **5.2.6 FINANCIAL APPROACH/PLAN**

The DBOF Firm must provide its proposed financing structure or plans for the Project, which shall be submitted together with the Price Proposals in a separately labeled and sealed envelope. The DBOF Firm must describe the financing structure, financial source(s) for this Project, terms and conditions, and a breakdown of the Price and Service Fee Proposals, including the Design/Build Price, Capital Fee component, the Fixed O&M Fee component and the Variable O&M Fee component. The financial approach must also include finance terms and options for repayment and buyout and address the issues presented below:

- Construction Performance and Payment Bonds. Provide a narrative with regard to the provider, rating and nature of the Construction Performance and Payment Bonds included with the Proposal; and affirm what, if any, financial risk the Village would bear during construction of the Project. The DBOF Firm shall comply with all bonding requirements for construction of public projects, including Section 255.05, Florida Statutes.
- Operations Performance Bond. Provide a narrative with regard to the provider, rating and nature of the Operations Performance Bond included with the Proposal; and affirm what, if any, financial risk the Village would bear during construction of the Project. The DBOF Firm shall comply with all bonding requirements for construction of public projects, including Section 255.05, Florida Statutes.
- Letters of Credit securing Liquidated Damages
- Capital Financing Structure
  - Provide a detailed Sources and Uses of Funds for the Project, including the flexibility to allow for public sources of funding, and provide suggestions or recommendations on grants available. The Village anticipates that it may be

able to obtain ACOE Funds consisting of a \$29 million grant and \$50 million in State SRF Loans.

- For each funding source, provide the following, as applicable:
  - a. Legal basis (as appropriate to the funding source) including actions required of the Village Council to implement the financing structure(s).
  - b. Describe all forms of security for each funding source including detailed repayment pledge, collateral, and, if applicable, additional security. The Proposal should describe as completely as possible the minimum credit requirements to complete the financing at the indicative rates. If this is uncertain, the DBOF Firm's Proposal should indicate if additional security may be required and from whom.
  - c. Indicative interest rates (including expected rating if applicable), cost of capital and costs of issuance of the financial transaction.
  - d. Other relevant terms and conditions of the funding source that impact the Wastewater Facilities, the Village, and/or ratepayers. All assumptions involved in the DBOF Firm's proposed financing structure should be clearly stated.

- Operational Structure

With respect to the Service Fees that are identified:

- Provide a 30-year cash flow including key assumptions for the costs required to operate the Project, including projected debt service and/or capital fees.
- Separately identify operational cost components including fixed cost components, variable cost components, and fees paid to the DBOF Firm (including basis for such compensation).
- Describe assumptions and projections as applicable for capital replacements and renewals.
- Cost Overruns and Savings.
- Under the proposed capital financing structure, explain which party bears the risk of cost overruns and/or benefits from savings if actual costs vary from estimated costs. If no impact, indicate "No Impact."
- Under the proposed operating structure, explain which party bears the risk of cost overruns and/or benefits from savings and under what circumstances if actual costs vary from estimated above. If no impact, indicate "No Impact."
- The DBOF Firm shall be prepared to provide an annual audited report accounting for the income received and expenses to operate the Wastewater Facilities. The DBOF Firm shall make the report available to any member of

the public for a cost not to exceed the cost of reasonable reproduction of the report.

### **5.2.7 PROJECT TEAM**

The DBOF Firm shall provide an updated organizational chart that illustrates the role of each DBOF Firm member, with emphasis on the DBOF Firm's experience in performing the DBOF Services Agreement, and other projects where the DBOF Firm has worked together. Further emphasis shall be on the overall Project Manager, Construction Manager, Design Manager, and Operator. Provide a description of the specific experience and capabilities of the DBOF Firm's key members and personnel related to their specific role in fulfilling the requirements of this Project, including a description of similar projects designed, constructed, and/or operated within the past ten (10) years, as well as resumes describing the qualifications of each DBOF Firm member. Include a summary of current and projected workloads of the key DBOF Firm members to indicate the ability of the DBOF Firm to meet the required compliance dates. Key personnel assigned to the Project must not be reassigned without the prior written approval of the Village.

In compiling the Project Team, DBOF Firm should also list answers to:

- Design: How are the builder/general contractor and O&M firm and financial firm involved in the design phase?
- Build: How are the designer and O&M firm and financial firm involved in the construction phase?
- Operate: How are the designer, builder/general contractor and finance firm involved in the operation phase?
- Explain the DBOF Firm's approach to integrating labor and subcontractor members into the collaborative DBOF Team environment.
- Describe the allocation of the construction work among the general contractors and subcontractors. The Village will view self-performance of work by the general contractor in a favorable light.
- Finance: How are the builder, O&M Firm and designer involved in the financial aspects of the Project?
- DBOF Services Agreement. How will the integrated DBOF Services Agreement be organized and performed?

### **5.2.8 LEGAL REQUIREMENTS AND COMPLIANCE**

The Proposal for this Project must fully meet the legal and contractual requirements of:

- A. Section 287.055, Florida Statutes, Florida Consultants' Competitive Negotiation Act (CCNA), and the Village's adopted Policy for Selection of Design-Build Firms;
- B. The Village Charter and Code of Ordinances;
- C. State of Florida requirements for this Project, as more fully set forth in section 3.6 of this RFP; and
- D. Federal laws and statutes applicable to this Project, including applicable requirements for public funding of all or a portion of the Project, as more fully set forth in section 3.6 of this RFP.

The DBOF Firm's Proposals, which cannot fulfill the combined requirements of these references, will not be considered. The DBOF Firms shall acknowledge and agree to comply with all Legal Requirements in Business Proposal Form 14.

### **5.2.9 PROPOSAL BOND**

Each DBOF Firm must provide security in the form of a Proposal Bond in the amount of not less than five percent (5%) of the total amount of the Design/Build Price Proposal (the highest Design/Build Price from Price Proposal Forms P-1 and P-2), payable to the Village, upon submittal of its Proposal. Such Proposal Bond must be valid for a period of 365 days and serve as a guaranty that the DBOF Firm will not withdraw its Proposal and enter into the DBOF Services Agreement with the Village. Such Proposal Bond shall be submitted with the understanding that it shall guarantee that the Proposer will not withdraw its Proposal after the Submittal Deadline and that if the Proposal is selected, the Selected DBOF Firm will enter into the DBOF Services Agreement with the Village for the Design/Build Price and in accordance with the form of DBOF Services Agreement to be issued by the Village as part of this RFP, and that the required Performance and Payment Bonds and required insurance will be presented to the Village. In the event of the failure of the Selected DBOF Firm to enter into the DBOF Services Agreement with the Village or provide said Performance and Payment Bonds and insurance as required, the Village may determine that the Selected DBOF Firm has abandoned the Proposal and the DBOF Services Agreement, and thereupon the Proposal submitted shall be null and void and the Proposal Bond shall be forfeited to the Village as liquidated damages for such failure or default and to indemnify the Village from any loss or damages sustained by the failure of the Selected DBOF Firm to execute the DBOF Services Agreement or provide the required bonds and insurance. The Village will return the Proposal Bond to each DBOF Firm whose Proposal is not selected on the execution of the DBOF Services Agreement with the Selected DBOF Firm or if no award is made by the Village.

The Proposal Bond must be valid for a period of at least 365 days from the date of submission to the Village of the Proposal. The form of the Proposal Bond, which must be submitted, is included in Business Proposal Form 3.

#### **5.2.10 PROJECT IMPLEMENTATION SCHEDULE**

The DBOF Firm must include Project Schedules that present the major activities necessary to timely implement the Project, and said Schedule shall be consistent with and comply with this RFP, the Legislative Mandate and all Administration Rules from the Florida Department of Community Affairs (DCA). The Project Schedules should commence with the date of the DBOF Services Agreement and extend to the Scheduled Commencement Date of Operations for Wastewater Facilities. The proposed Project Schedules must include all major activities and identify all milestones necessary to successfully complete design, construction and operations of the Project. The DBOF Firm must also identify suggested Village design review periods.

The Proposer shall include a Project critical path method (CPM) Schedule (using software Primavera Project Planner, version 6) that presents the major activities necessary to implement the Proposal. The CPM Schedule should commence with the date of the DBOF Services Agreement and extend to Final Completion of all Wastewater Facilities and the Scheduled Commencement Date of Operations for the Wastewater Facilities. The DBOF Firm should indicate proposed task start and finish dates, key interim milestones including those listed in Section 1.18 "Overall Project Schedule" of this RFP, and Village meeting dates. The proposed CPM Schedule shall include all proposed major activities for completing the Project, including ordering and delivery of equipment requiring long lead times, and shall identify the interrelationship between tasks, including the critical path.

In addition, within this section, the DBOF Firm shall identify the date(s) where receipt of Governmental Approval(s) is anticipated. The Project Schedule shall clearly identify the float in the schedule should the timeframe for obtaining Governmental Approvals extend beyond the Proposer's anticipated timetable for these tasks. Proposers shall also identify specific Village responsibilities, anticipated Village actions, and suggested Village review periods.

#### **5.2.11 Proposed Changes and Assumptions**

The RFP and DBOF Services Agreement provide a description of the Project, Scope of Work, and terms and conditions that include the general concepts and objectives that are important to the Village. Before submitting a Proposal, Proposers must review the Scope of Work and Project requirements provided in the RFQ, this RFP and the draft DBOF Services Agreement to understand the specific services being requested by the Village.

If a Proposer believes that significant benefits to the Village, such as improved quality or better value, would result from modifications to the Project, Scope of Work or concept,



or modifications to the language in the draft DBOF Services Agreement, the Proposer may propose changes or modifications to the draft DBOF Services Agreement by submitting the proposed changes in Business Proposal Form 16 provided in Appendix A. Additionally, Proposers should identify any concepts important to the DBOF Firm that are omitted from this RFP or the draft DBOF Services Agreement. Proposers can suggest proposed draft language where appropriate, although the Village reserves the right to modify or reject any such proposed language and intends that any negotiated revisions will be incorporated into the Village's DBOF Services Agreement form. Proposers are informed that the Village will not engage in DBOF Services Agreement language negotiations except with respect to issues identified by the Proposer as proposed changes in Business Proposal Form 16 and accepted by the Village. Proposers may also use Business Proposal Form 16 to suggest beneficial changes or betterments that could be of value to the Village. Proposers should identify the suggested change and related costs savings, and/or the suggested beneficial change and the related additional cost.

Proposers should provide a detail of the proposed changes being taken to the Project, Scope of Work or the draft DBOF Services Agreement using Business Proposal Form 16. In each instance, Proposers should identify: (a) the requirement of the Scope of Work or the DBOF Services Agreement (with section or paragraph reference); (b) the nature of the proposed change; (c) the reason for the proposed change; (d) the anticipated effect of the proposed change on the overall Proposal and Projects costs; and (e) the net increase or decrease included in the Price Proposal cost as a result of the proposed change. Proposed changes which adversely affect the overall Proposal will be viewed unfavorably by the Evaluation Committee.

The Village will not be bound or required to implement the suggested changes provided in Business Proposal Form 16, and a Proposer should not condition its Proposal on acceptance by the Village of any suggested change or assumption. Accordingly, Proposals should be priced based on the terms and conditions of this RFP and the draft DBOF Services Agreement included with the RFP.

Proposers are advised that the extent and nature of proposed changes will be considered in the Village's evaluation of Proposals. Suggested changes to the business arrangements as presented in the draft DBOF Services Agreement may result in less favorable evaluations. In addition, to the extent that the proposed changes substantially impact or change the terms and condition of the Project, the Scope of Work or the services to be provided in the DBOF Services Agreement, the Village may reject the Proposal in its sole discretion as non-responsive to the requirements of this RFP. The Village will assume that Business Proposal Form 16 includes all suggested changes and that except due to an occurrence of a change in Applicable Law or other Uncontrollable Circumstance between the Proposal Submittal Deadline and the DBOF Services Agreement Date, the Village reserves the right to refuse to address or negotiate any issue, term or condition with a Proposer that is not specifically identified in Business Proposal Form 16.

Assumptions. Proposers should also identify in Business Proposal Form 16 all significant assumptions made in developing the Proposal, including but not limited to, assumptions regarding regulatory, technical, and financial factors as well as assumptions made to develop the proposed CPM Schedule. Proposers should use and complete Business Proposal Form 16 with any assumptions.

#### **5.2.12 PRICE PROPOSAL**

All Price Proposal Forms attached to this RFP as Appendix B must be completed and a copy included in each set of Proposal Documents. The Price Proposal Forms must be submitted in the Price Proposal Forms attached and included in this RFP as Appendix B, P-1 through P-8, together with the Financing Plan in a separately labeled and sealed envelope.

Once the DBOF Firm is selected by the Village, the Village will enter into negotiations with the DBOF Firm for operation of the existing NPK Facilities, following the expiration or earlier termination of the existing contract with US Water Services Corporation, but in no event later than June 1, 2012. Said operating fees for the NPK Facilities shall be payable by the Village to the Selected DBOF Firm commencing on June 1, 2012 and during the construction phase of the Wastewater Facilities. The Selected DBOF Firm's fee for operating the NPK facilities is set forth in Service Fee Proposal Forms P-3 and P-4 for Years 2012 through 2015.

The rate of reclamation/reuse of the treated effluent is unknown at this time and any and all revenue generated from the sale of reuse/reclaimed water will belong solely to the Village.

The DBOF Firm's Proposal must include a Fixed Price for all costs associated with the Design and Construction of the Wastewater Facilities. The DBOF Firm's Proposal must include its Fixed Design/Build Price for Alternative No. 1 (KLWTD Treatment and Disposal) by completing Price Proposal Form P-1, and its Fixed Design/Build Price for Alternative No. 2 (Wastewater Treatment Facilities located in Islamorada) by completing Price Proposal Form P-2. The DBOF Firm shall describe the Fixed Design/Build Price for both Alternatives No. 1 and 2 and its elements, and must demonstrate that the Fixed Design/Build Prices reflect full payment for design and construction of the Wastewater Facilities including, but not limited to, permitting, design, construction, commissioning, startup and Acceptance Testing, including all taxes and fees for the Wastewater Facilities.

The DBOF Firm's Proposal must contain the present worth value of the entire Project on the date when the Wastewater Facilities have achieved Scheduled Commencement Date of Operations. This Total Present Worth ( $PW_{TOTAL}$ ) must be based on the present value of the Service Fee over the term of the DBOF Services Agreement at a discount rate of 5.00%. The Service Fee includes the following components:

### **5.2.12.1 Capital Fee**

The DBOF Firm must provide its proposed Capital Fee for the DBOF Firm's compensation for the design and construction capital costs (Fixed/Design Build Price per Price Proposal Forms P-1 and P-2) plus financing costs, by completing Service Fee Proposal Forms P-3 and P-4. The DBOF Firm shall provide a separate schedule showing the Capital Fee broken down for all phases of the Wastewater Facilities. Such Capital Fee must include all capital costs for obtaining permits, designing, insurance, bonding, constructing, start up, acceptance testing, and operations transition.

### **5.2.12.2 Fixed O&M Fee**

The DBOF Firm must set forth its proposed fixed component of the O&M Fee (the "Fixed O&M Fee") for each Alternative No. 1 and 2 in Service Fee Proposal Forms P-3 and P-4. The Fixed O&M Fee will include the fixed operations and maintenance costs for the Wastewater Facilities, exclusive of electricity and customer billing costs, which will be paid by the Village, and the fixed portion of repair and maintenance at the Wastewater Facilities for the term of the DBOF Services Agreement.

On Price Proposal Forms P-3 and P-4, the DBOF Firm is required to provide and insert a CPI Adjustment Factor between 0.00 and 1.00, which represents the amount by which the percent annual charge for the Miami - Ft. Lauderdale region will be applied to the Fixed O&M Fee.

### **5.2.12.3 Variable O&M Fee**

The DBOF Firm must set forth its proposed variable component of the O&M Fee (the "Variable O&M Fee") for each Alternative No. 1 and 2 by completing Service Fee Proposal Forms P-3 and P-4. The Variable O&M Fee will include the variable operations and maintenance costs for the Wastewater Facilities, exclusive of electricity, and the variable portion of repair and maintenance at the Wastewater Facilities for the term of the DBOF Services Agreement. The annual Variable O&M Fee is calculated as follows:

Variable O&M Fee per 1,000 Gallons x Sum of Influent Flow to the Wastewater Facilities (in thousand gallons) x 365 Days

The CPI Adjustment Factor provided by the DBOF Firm on Price Proposal Forms P-3 and P-4 will apply to the Variable O&M Fee as described in the Fixed O&M Fee.

As part of Service Fee Proposal Forms P-3 and P-4, the Proposer must submit a detailed Renewal and Replacement Schedule that identifies the replacement costs and year for each major component of the Wastewater Facilities, including equipment, systems, treatment plants, and structures during the term of the DBOF Services Agreement. The detailed Renewal and Replacement Schedule should equate to the Renewal and Replacement Fee in Forms P-3 and P-4.

#### **5.2.12.4 Guaranteed Maximum Utility Usage**

All electricity costs for the operation of the Wastewater Facilities shall be paid directly by the Village; however, the DBOF Firm will guarantee that the electricity usage of the Wastewater Facilities will not exceed the Guaranteed Maximum Electricity Usage as set forth in Service Fee Proposal Forms P-5 and P-6. In the event the actual electricity usage of the Wastewater Facilities in any calendar quarter exceeds the Guaranteed Maximum Electricity Usage, the DBOF Firm shall be responsible for one hundred percent (100%) of the excess usage (based on the average rate per kilowatt-hour paid by the Village during any applicable calendar quarter), and such amount shall be an offset to the Fixed O&M Fee payable in the month following the applicable calendar quarter.

#### **5.2.12.5 Village Financing in Lieu of Service Fee**

The Village reserves the right to finance all or a portion of the Project using public funding sources and may elect to utilize its own public financing plan that considers SRF Loans, ACOE Funds, tax-exempt financing, and other sources of public funding for the Project, in lieu of the DBOF Firm financing included in Service Fee Proposal Forms P-3 and P-4. In such event, the operations and maintenance term of the DBOF Services Agreement shall be based upon the Fixed O&M Fee, Variable O&M Fee and Replacement and Renewal Fee set forth in Price Proposal Forms P-3 and P-4 and for a term of 20 years as may be required by State and/or federal funding requirements, with two (2) five (5) year renewals terms at the option of the Village.

#### **5.2.12.6 Capital Termination Fee**

The Village shall have the right to early buyout or termination of the DBOF Services Agreement, at the Village's election. The amount of the Capital Termination Fee payable to the DBOF Firm shall be the amount specified in the Capital Termination Fee Proposal Form P-7 (Alternative No. 1-KLWTD Wastewater Treatment and Disposal) and the Capital Termination Fee Proposal Form P-8 (Alternative No. 2 - Wastewater Treatment Facilities located in Islamorada).

### **5.2.13 BUSINESS PROPOSAL FORMS**

The following paragraphs present an overview of each Business Proposal Form including the requirements the DBOF Firm must adhere to in completing and including the Business Proposal Forms in the DBOF Firm's Proposal. All Business Proposal Forms, with the exception of the Proposal Transmittal Letter, must be submitted as part of the Proposal package. The Proposal Transmittal Letter must be submitted with the Executive Summary. The original of each form must be submitted in a set of volumes labeled "Original".

### **5.2.13.1 Proposal Transmittal Letter**

The DBOF Firm must duplicate and complete the Proposal Transmittal Letter to warrant specified conditions, as indicated on Business Proposal Form 1. The original signed Proposal Transmittal Letter, provided on the official letterhead of the DBOF Firm, must be submitted in a Volume I, Executive Summary, labeled as "Original". The Transmittal Letter acknowledges, among other things, that the DBOF Firm has completely reviewed and understands and agrees to be bound by the requirements of this RFP, all Addenda issued and the DBOF Services Agreement. Such letter commits the DBOF Firm, if selected, to carry out the provisions of the Proposal.

### **5.2.13.2 Certificate of Authorization**

Business Proposal Form 2 certifies that the identified corporate or company officer has the authority to sign the Proposal forms.

### **5.2.13.3 Form of Proposal Bond**

The DBOF Firm must complete Business Proposal Form 3, which provides that the DBOF Firm will honor its Proposal and enter into good faith negotiations with the Village if selected, and upon a failure to do so, the surety will furnish the full amount of the Proposal Bond.

### **5.2.13.4 Guarantor Acknowledgment**

The Guarantor will be required to sign a Guaranty Agreement with the Village, based upon the form of Guaranty set forth in the DBOF Services Agreement, in which the DBOF Firm obligations under the DBOF Services Agreement will be irrevocably, absolutely, and unconditionally guaranteed. The Guarantor must submit the Guarantor Acknowledgment form, Business Proposal Form 4, demonstrating its willingness to execute the Guaranty Agreement.

### **5.2.13.5 Surety Letter of Intent – Construction Performance and Payment Bonds, Operations Performance Bond**

Business Proposal Form 5 must be duplicated and provided on the official letterhead of the DBOF Firm Surety Company. The Surety Letter of Intent acknowledges, among other things, that the DBOF Firm Surety has reviewed and understands the requirements of this RFP and the DBOF Services Agreement and such letter evidences the intent of the Surety to issue a construction performance bond and a labor and materials payment bond as security for performance of the DBOF Firm obligations under the DBOF Services Agreement, with the Village as co-obligee.

Business Proposal Form 5 must be duplicated and provided on the official letterhead of the DBOF Firm Surety Company. The Surety Letter of Intent acknowledges, among

other things, that the DBOF Firm Surety has reviewed and understands the requirements of this RFP and the DBOF Services Agreement and such letter evidences the intent of the Surety to issue an Operations Performance Bond as security for performance of the DBOF Firm operations and maintenance obligations under the DBOF Services Agreement, with the Village as co-obligee.

#### **5.2.13.6 Participating Firms/Key Members and Background Information**

The DBOF Firm must complete Business Proposal Form 6 and Business Proposal Form 7, which require the DBOF Firm to disclose all firms that will be significant participants or key members in providing the DBOF Services Agreement, and to supply additional information about each participating firm or key member, respectively. Business Proposal Form 7 must be completed separately for each Participating Firm and/or Key Member of the DBOF Firm and signed by an authorized official of the Participating Firm.

#### **5.2.13.7 Financial Information**

Business Proposal Form 8 must be completed by the Firm that will execute the DBOF Services Agreement and the Firm that will execute the Guaranty Agreement.

#### **5.2.13.8 Terms of the DBOF Services Agreement**

The DBOF Firm must complete Business Proposal Form 9, which acknowledges, among other things, that the DBOF Firm accepts the terms of the Draft DBOF Services Agreement to be issued as an Addendum to this RFP not modified by suggested changes or assumptions as set forth in Business Proposal Form 16 reflecting the DBOF Firm's suggested changes.

#### **5.2.13.9 Certificate of Non-Collusion**

The DBOF Firm must complete Business Proposal Form 10, which acknowledges that the Proposal has been made and submitted in good faith and without collusion or fraud.

#### **5.2.13.10 Disclaimer Statement**

The DBOF Firm must complete and submit Business Proposal Form 11, which releases the Village from responsibility for the accuracy of information contained in the RFQ, this RFP or the Reference Documents.

#### **5.2.13.11 Scheduled Project Dates**

The DBOF Firm must acknowledge and agree to the Scheduled Project Dates by executing Business Proposal Form 12, including commencement of construction of the

Build/Operate Projects, Start of Design and Construction for the Wastewater Facilities, Substantial Completion and Final Completion of the Wastewater Facilities, and the Scheduled Commencement Date of Operations for the Wastewater Facilities. Failure to achieve such dates, if not excused due to the occurrence of an Uncontrollable Circumstance, will subject the DBOF Firm to the payment of liquidated damages as set forth in the DBOF Services Agreement.

#### **5.2.13.12 List of Subcontractors, Sub-Consultants and Off-Job Fabricators**

The DBOF Firm must complete Business Proposal Form 13 and provide the names and the locations of the place of business of each Subcontractor and Sub-Consultant who will perform design, construction work or labor or render services to the DBOF Firm for the design and construction of the Project or improvements, or a Subcontractor licensed by the State of Florida who, under subcontract to the DBOF Firm, specially fabricates and installs a portion of the work or improvement according to detailed drawings, contained in the Drawings and Specifications, in an amount in excess of five percent (5%) of the Fixed Design/Build Price.

#### **5.2.13.13 Federal and State Legal Requirements**

The DBOF Firm must complete Business Proposal Form 14 to acknowledge compliance with Federal and State Legal Requirements, as set forth in Section 3.6 of this RFP, including the FDEP Supplementary Conditions (Construction) attached to this RFP as Appendix F, the ACOE Project Agreements attached to this RFP as Appendix G, and Required Contract Provisions Federal-Aid Construction Contracts (FHWA - 1273) attached to this RFP as Appendix H.

#### **5.2.13.14 Village Policy**

The DBOF Firm must complete Business Proposal Form 15 to acknowledge and agree that neither the Village or any of its Council members, officials, employees, agents, consultants, attorneys, representatives, contractors, and subcontractors (the "Village Representatives"), have engaged in any unfair process or negotiations.

#### **5.2.13.15 Proposed Changes and Assumptions**

The DBOF Firm must complete Business Proposal Form 16 identifying Proposer's suggested changes and assumptions to the Scope of Work provided in this RFP and/or the DBOF Services Agreement, and identifying significant assumptions made in the Proposal, as further set forth in Section 5.2.11 of this RFP.

#### **5.2.13.16 Public Entity Crime Information Statement**

The DBOF Firm must complete Business Proposal Form 17, Sworn Statement under Section 217.133 (3)(a), Florida Statutes, on Public Entity Crimes, to acknowledge

compliance with the Public Entity Crime Information Statement. 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 proposal on a contract with a public entity such as the Village for the construction or repair of a public building or private work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Design-Build Firm Consultant, Design-Build Firm, supplier, subcontractor, or sub consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, in Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

#### **5.2.13.17 Insurance**

Business Proposal Form 18 must be provided on the official letterhead of the DBOF Firm Insurance Company. The Insurance Letter of Intent acknowledges, among other things, that the DBOF Insurance Company has reviewed and understands the requirements of this RFP and the DBOF Services Agreement and such letter evidences the intent of the Insurance Company to furnish the required insurance as set forth in the DBOF Services Agreement.

#### **5.2.14 OTHER SUPPORTING INFORMATION**

The DBOF Firm may submit additional supporting information which it deems relevant or important to its Proposal under this section. Additional supporting information is limited to 20 pages.

**END OF RFP MAIN DOCUMENT**



**APPENDIX A**  
**BUSINESS PROPOSAL FORMS**

**BUSINESS PROPOSAL FORM 1**

**PROPOSAL TRANSMITTAL LETTER**  
(To be typed on DBOF Firm's Letterhead)

Dear \_\_\_\_\_:

\_\_\_\_\_ (DBOF Firm) submits its proposal (Proposal) in response to the Request for Proposals to Design, Build, Operate, and Finance (DBOF) a Wastewater System issued by Islamorada, Village of Islands (Village). Completion of Business Proposal Forms 1 through 14 does not relieve the DBOF Firm from the responsibility of furnishing sufficient information to the Village to complete an evaluation of the Proposal as described in the Request for Proposals. Additional information and clarification may be requested by the Village after review of the Proposal and Business Proposal Forms.

As a duly authorized representative of the DBOF Firm, I hereby certify, represent and warrant as follows in connection with the Proposal:

1. The DBOF Firm acknowledges receipt of the Village's Request for Proposals (RFP) to Design, Build, Operate, and Finance a Wastewater System, and the following Addenda:

No.	Date
_____	_____
_____	_____
_____	_____
_____	_____

2. The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the DBOF Firm. Business Proposal Form 2 is a Certificate of Authorization, which evidences my authority to submit the Proposal and bind the DBOF Firm.

3. Business Proposal Form 3 is a Proposal Bond submitted by \_\_\_\_\_ as Surety for the DBOF Firm assuring that the DBOF Firm will complete the Project for the Fixed Design-Build Price and conduct good faith negotiations with the Village based on the RFP and the Proposal.

4. The DBOF Firm's obligations under the DBOF Services Agreement as negotiated based upon the DBOF Firm's Proposal, will be guaranteed absolutely and unconditionally by \_\_\_\_\_, ( the "Guarantor") as evidenced by the Guarantor Acknowledgment Certificate submitted as Business Proposal Form 4.

5. The Construction Performance Bond and Labor and Materials Bond, and Operations Performance Bond issued on behalf of \_\_\_\_\_ assuring that the Design and Construction of the Wastewater System will be performed in accordance with the terms of the DBOF Services Agreement, will be provided by \_\_\_\_\_, as evidenced by such Surety's letter of intent submitted as Business Proposal Form 5.

6. All firms or key members of the DBOF Firm that will be significant participants in providing services under the Proposal (Participating Firms) are identified in Business Proposal Form 6.
7. The DBOF Firm, the Guarantor and each other Participating Firms have submitted certain information required by the RFP by completing Business Proposal Form 7 and Business Proposal Form 8, when applicable. To the best knowledge of the DBOF Firm all such information is correct and complete.
8. All information and statements contained in the Proposal and submitted in connection with the RFQ (except to the extent modified or supplemented by this RFP) are current, correct and complete, and are made with full knowledge that the Village will rely on such information and statements in selecting the most advantageous DBOF Firm and executing the DBOF Services Agreement.
9. The DBOF Firm acknowledges, among other things, that the DBOF Firm accepts the terms of the Draft DBOF Services Agreement provided via an Addendum to this RFP not modified by suggested changes and/or assumptions reflecting the DBOF Firm's proposed changes and/or or assumptions by submitting Business Proposal Form 16.
10. The Proposal has been prepared and is submitted in accordance with the Certificate of Non-Collusion submitted as Business Proposal Form 10.
11. The DBOF Firm releases the Village from responsibility for the accuracy of information contained in this RFP by submitting Business Proposal Form 11.
12. The DBOF Firm has accepted the Scheduled Project Dates as set forth in this RFP and the Village's Wastewater Implementation Schedule included in Appendix C to this RFP on which it must commence design and construction, complete construction, achieve Acceptance and commence operations on Business Proposal Form 12. The DBOF Firm acknowledges that failure to achieve the Scheduled Project Dates, if not excused due to the occurrence of an Uncontrollable Circumstance, must subject the DBOF Firm to the payment of liquidated damages.
13. If selected, the DBOF Firm agrees to negotiate in good faith to enter into the DBOF Services Agreement which reflects the substantive terms and conditions of the RFP and the Proposal.
14. The DBOF Firm has reviewed all of the engagements and pending engagements of the DBOF Firm and the Guarantor, and no potential exists for any conflict of interest or unfair advantage.
15. No person or firm has been employed or retained to solicit the award of the DBOF Services Agreement under an arrangement for a commission, percentage, kickback, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the DBOF Firm or the Guarantor.

16. The individuals who will be the DBOF Firm's key members and technical and business representatives and negotiators are set forth below:

Name	Title	Address	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

17. The contact person who will serve as the authorized interface between the Village and the DBOF Firm is:

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

18. The DBOF Firm has executed and submitted on Business Proposal Form 13 a list of the names and the locations of the place of business of each subcontractor who will perform construction work or labor or render service to the DBOF Firm in or about the design, construction of the work or improvement, or a subcontractor licensed by the State of Florida who, under subcontract to the DBOF Firm, specially fabricates and installs a portion of the work or improvement, in an amount in excess of five percent (5%) of the DBOF Firm's total Fixed Design/Build Price.

19. The DBOF Firm has submitted Business Proposal Form 14 and acknowledges compliance with the Federal and State Legal Requirements.

20. The DBOF Firm has carefully examined all documents constituting the RFP and the Addenda thereto and has made all necessary personal investigation and, being familiar with the Scope of Work, the Project, and the conditions affecting the Project contemplated by the RFP and such Addenda, offers to furnish all Wastewater Facilities, including treatment plants, pump stations, transmission mains, Collection Systems labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out the Project as required by and in strict accordance with the RFP and the Proposal, all for the price set forth in the Price Proposal Forms.

21. The DBOF Services Agreement in the form issued with this RFP is agreed to, except where suggested changes and/or assumptions have been made in the Proposal.

22. The Proposal is submitted pursuant to authorization by, and is in all respects binding upon, the DBOF Firm.

23. The DBOF Firm, its key members and subcontractors are duly organized and validly existing in good standing and is duly qualified to transact business in the State of Florida and in each and every jurisdiction where such qualification is required to enable the DBOF Firm to perform its obligations under this RFP and the DBOF Services Agreement. The DBOF Firm and any and all of its key members and subcontractors have not been suspended or debarred from contracting in the State of Florida or the United States of America, under Applicable Law. The performance of all obligations of the DBOF Firm set forth in the Proposal has been authorized by all required action of the DBOF Firm, including any action required by any charter, bylaws, articles of incorporation or organization, operating agreement, and/or partnership agreement, as the case may be, and any Applicable Law which regulates the conduct of the DBOF Firm's affairs.

24. There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental body against the DBOF Firm wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the DBOF Firm of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would materially adversely affect the validity or enforceability of the obligations proposed to be undertaken by the DBOF Firm, or any agreement or instrument entered into by the DBOF Firm in connection with the transaction contemplated hereby.

25. No DBOF Firm, corporation, company, partnership, individual or association, officer, member, director, employee, manager, parent, subsidiary, affiliate, principal or shareholder of the DBOF Firm has been adjudicated to be in violation of any State or federal law, convicted of bribery, fraud, collusion, or any violation of any State or federal anti-trust or similar statute within the preceding ten (10) years, or previously adjudged in contempt of any court order enforcing such laws.

\_\_\_\_\_  
Name of DBOF Firm

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me appeared \_\_\_\_\_, as \_\_\_\_\_ of the \_\_\_\_\_, personally known to me to be the person described in and who executed this \_\_\_\_\_ and acknowledged that he/she signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

\_\_\_\_\_  
Notary Public in and for the State of  
\_\_\_\_\_

My commission expires \_\_\_\_\_

(seal)

**BUSINESS PROPOSAL FORM 2**

**CERTIFICATE OF AUTHORIZATION\***

I, \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_  
(DFOF Firm), a Resident of \_\_\_\_\_ in the State of \_\_\_\_\_, DO HEREBY CERTIFY: that I am the Secretary of \_\_\_\_\_ a [Corporation/Company] duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_; that I have custody of the records of such Corporation/Company; and that as of the date of this certification

\_\_\_\_\_ is an \_\_\_\_\_  
\*\*(Officer/Managing Member) \*\* (Title)

authorized to execute and deliver in the name and on behalf of the DBOF Firm all documents, letters, certificates and other instruments which have been executed by such Officer/Managing Member on behalf of the DBOF Firm in connection with the DBOF Firm's Proposal delivered in response to the Village's Request for Proposals (RFP) to Design, Build, Operate, and Finance a Wastewater System.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate/Company Seal of such DBOF Firm this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

(Affix  
Seal  
Here)  
\*\*\*

\_\_\_\_\_  
Secretary

\*Separate certifications must be submitted if more than one corporate/company officer has executed documents as part of the Proposal.

\*\*This must be the name of the person authorized in your by-laws or operating agreement to sign contracts.

\*\*\*Since an officer cannot self-certify, this must be signed by someone other than the person signing the contract.

### BUSINESS PROPOSAL FORM 3

#### FORM OF PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENT, that we [NAME OF DBOF FIRM], as Principal (hereinafter the "DBOF Firm") and [NAME OF SURETY], a [Corporation/Company], [Partnership] duly organized under the laws of the State of \_\_\_\_\_, as Surety, are held and firmly bound unto Islamorada, Village of Islands, Florida (the "Village"), as Obligee, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) [amount must be not less than 5% of highest Design/Build Price] lawful money of the United States of America to be paid to the Village, its successors or assigns, for which payment, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these present; and

WHEREAS, the above-named DBOF Firm has submitted or is about to submit to the Village a Proposal to enter into an agreement to design, construct; acceptance test, operate, maintain, repair and replace and manage; and finance (the "DBOF Services Agreement") a Wastewater System; cause the Wastewater System to meet certain Performance Guarantees and to comply with all applicable permits, licenses, approvals and other Applicable Law; and perform the other related and ancillary responsibilities set forth in the Village's Request for Proposals to Design, Build, Operate, and Finance a Wastewater System dated June 29, 2011 (the "RFP"), issued by the Village and covered by the Proposal submitted by the DBOF Firm in response thereto, which Proposal is made a part hereof.

NOW, THEREFORE, the Surety hereby understands that if the above-referenced DBOF Firm is selected by the Village as the successful Proposer to engage in negotiations, then the DBOF Firm will enter into the DBOF Services Agreement based on its Proposal and the DBOF Firm must cause the Guarantor (as set forth in the Proposal) to enter into the Guaranty Agreement for the DBOF Services Agreement as agreed to by the parties. The Surety hereby agrees that if the DBOF Firm shall fail to do so, Surety will pay to the Village, the full amount of this Bond within 30 calendar days after receipt by the DBOF Firm and the Surety of written notice of such failure from the Village, which notice must be given with reasonable promptness, identifying this Proposal Bond and including a statement of the amount due. Upon execution of the DBOF Services Agreement and delivery of the Guaranty Agreement, this Proposal Bond will thereafter become null and void, otherwise to remain in full force and effect unless terminated as hereinafter provided.

It is agreed that this Proposal Bond becomes effective on the date the Proposal is submitted and shall remain in effect for an additional three hundred sixty five (365) days or until terminated as hereinafter provided.

If the Proposal is not accepted within such 365-day time period, or any extension thereof agreed to in writing by the Village, then after written notice by the Village of such non-acceptance, this Bond may be terminated by the Surety or DBOF Firm upon written notice to each other and to the Village by registered, certified, return-receipt requested mail at least ten (10) days before the termination date specified in such notice. Upon the giving of such notice, Surety is-discharged from all liability under this Proposal Bond for any act or omission of the DBOF Firm occurring after the date of the notice of non-acceptance.

Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the State of Florida, acting in Monroe County.



All capitalized terms used herein and not otherwise defined have the meaning set forth in the RFP.

IN WITNESS WHEREOF, Surety and DBOF Firm, intending to be legally bound hereby, do each cause this Proposal Bond to be duly executed on its behalf by its authorized officers, agents or representatives.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

SURETY  
[NAME OF SURETY]

DBOF FIRM  
[NAME OF DBOF FIRM]

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**BUSINESS PROPOSAL FORM 4**

**GUARANTOR ACKNOWLEDGMENT**  
(to be typed on Guarantor's Letterhead)

Dear \_\_\_\_\_:

\_\_\_\_\_ (the "DBOF Firm") has submitted a Proposal in response to the Request for Proposals (the "RFP") for Design, Build, Operate, and Finance of a Wastewater System issued by Islamorada, Village of Islands, Florida. The RFP requires the DBOF Firm, if selected, to enter into an agreement in conformance with the DBOF Firm's Proposal or as otherwise agreed to, to design, construct, acceptance test, operate, maintain, repair and replace (including major repair and replacement), manage and finance (the "DBOF Services Agreement") the Wastewater System ("Wastewater System"); cause the new Wastewater System to meet certain Performance Guarantees and to comply with all applicable permits, licenses, approvals and other Applicable Law; and perform the other related and ancillary responsibilities set forth in the RFP.

The Guarantor has reviewed the DBOF Firm's Proposal, which will form the basis of the DBOF Services Agreement. The Guarantor hereby certifies that it will unconditionally guarantee the performance of all of the obligations of the DBOF Firm as set forth in the Proposal in the event the DBOF Firm is awarded the DBOF Services Agreement and that it will execute a separate Guaranty Agreement in the form presented as an Appendix to the DBOF Services Agreement.

\_\_\_\_\_  
Name of Guarantor

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

**BUSINESS PROPOSAL FORM 5**

SURETY LETTER OF INTENT  
CONSTRUCTION PERFORMANCE BOND  
AND  
LABOR AND MATERIALS PAYMENT BOND  
(to be typed on Surety's Letterhead)

Dear \_\_\_\_\_:

\_\_\_\_\_ (the "DBOF Firm") has submitted a Proposal in response to the Request for Proposals (the "RFP") for the Design, Build, Operate, and Finance of a Wastewater System issued by Islamorada, Village of Islands, Florida. The RFP requires the DBOF Firm, if selected, to enter into a DBOF Services Agreement in conformance with the DBOF Firm's Proposal or as otherwise agreed to, to design, construct, acceptance test, operate, maintain, repair and replace (including major repair and replacement), manage and finance (the "DBOF Services Agreement") a Wastewater System ("Wastewater System"); cause the Wastewater System to meet certain Performance Guarantees and to comply with all applicable permits, licenses, approvals and other Applicable Law; and perform the other related and ancillary responsibilities set forth in the RFP.

The Surety has reviewed the DBOF Firm's Proposal, which will form the basis of the DBOF Services Agreement. The Surety hereby certifies that, subject to its review of the final terms and conditions of the DBOF Services Agreement, it intends to issue on behalf of the DBOF Firm, as security for performance of construction under the DBOF Services Agreement, a Performance Bond and a Labor and Materials Payment Bond for the benefit of the DBOF Firm, with the Village as beneficiary, in the event the DBOF Firm is awarded the DBOF Services Agreement.

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

**BUSINESS PROPOSAL FORM 5**

**SURETY LETTER OF INTENT  
OPERATIONS PERFORMANCE BOND  
(to be type on Surety's letterhead)**

Dear \_\_\_\_\_:

\_\_\_\_\_ (the "DBOF Firm") has submitted a Proposal in response to the Request for Proposals (the "RFP") for the Design, Build, Operate, and Finance of a Wastewater System issued by Islamorada, Village of Islands, Florida. The RFP requires the DBOF Firm, if selected, to enter into a DBOF Services Agreement in conformance with the DBOF Firm's Proposal or as otherwise agreed to, to design, construct, acceptance test, operate, maintain, repair and replace (including major repair and replacement), manage and finance (the "DBOF Services Agreement") a Wastewater System ("Wastewater System"); cause the Wastewater System to meet certain Performance Guarantees and to comply with all applicable permits, licenses, approvals and other Applicable Law; and perform the other related and ancillary responsibilities set forth in the RFP.

The Surety has reviewed the DBOF Firm's Proposal, which will form the basis of the DBOF Services Agreement. The Surety hereby certifies that, subject to its review of the final terms and conditions of the DBOF Services Agreement, it intends to issue on behalf of the DBOF Firm, as security for performance of operations under the DBOF Services Agreement, an Operations Performance Bond for the benefit of the DBOF Firm, with the Village as beneficiary, in the event the DBOF Firm is awarded the DBOF Services Agreement.

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

**BUSINESS PROPOSAL FORM 6**

**PARTICIPATING FIRMS**

All firms that will be key members of the DBOF Firm or significant participants in providing the services set forth in the RFP (the "Participating Firms") are identified below. Such firms must include, as applicable, (1) the DBOF Firm; (2) Engineer of Record; (3) General Contractor; (4) Operations Member; (5) Financier; (6) Guarantor, and (7) and other key members of the DBOF Firm and any other significant participant in the Project.

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_
- (6) \_\_\_\_\_
- (7) \_\_\_\_\_
- (8) \_\_\_\_\_
- (9) \_\_\_\_\_

Included are summaries of the services and responsibilities of each Participating Firm, limited to one page or less in length for each firm.

\_\_\_\_\_  
Name of DBOF Firm

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

**BUSINESS PROPOSAL FORM 7**

**PARTICIPATING FIRM BACKGROUND INFORMATION**

This Proposal Form must be completed separately for each Participating Firm.

1. Name in Full of Participating Firm:

\_\_\_\_\_

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

\_\_\_\_\_

2. Principal Contact Person(s), and phone, fax and email contact Information:

\_\_\_\_\_

\_\_\_\_\_

3. Form of Business Concern:  
(Corporation, Company, Partnership, Joint Venture, Other):

\_\_\_\_\_

4. State in which organized, and date of organization: \_\_\_\_\_

5. If a partnership, give names of partners; if a corporation or company, give names of officers or members with authority to sign in name of corporation or company (or identify the location in any pre-printed materials submitted with the Proposal where such officers are identified):

Name	Title	Address
------	-------	---------

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. All information and statements contained in the Proposal made by or concerning the Participating Firm are current, correct and complete, and are made with full knowledge that the Village will rely on such information and statements in selecting a DBOF Firm and executing the DBOF Services Agreement.

7. The Participating Firm is committed to performing the services and undertaking the responsibilities set forth in the DBOF Firm's Proposal, which the DBOF Firm has described to be performed by the Participating Firm.

8. To the best knowledge of the Participating Firm, the Proposal has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for services contemplated by the RFP.
9. The Participating Firm is duly organized and validly existing in good standing and is duly qualified to transact business in the State of Florida and in each and every jurisdiction where such qualification is required to enable the Participating Firm to perform its obligations contemplated by the Proposal. The Participating Firm has not been debarred from contracting in the State of Florida or the United States of America, under current Applicable Law. The performance of all obligations of the Participating Firm contemplated by the Proposal has been authorized by all required action of the Participating Firm, including any action required by any charter, bylaws, articles of incorporation or organization, operating agreement, and partnership agreement, as the case may be, and any Applicable Law which regulate the conduct of the Participating Firm's affairs. The performance of all obligations of the Participating Firm contemplated by the Proposal does not conflict with and does not constitute a breach of or event of default under any charter, by-laws, articles of incorporation or organization, or partnership agreement, as the case may be, of the Participating Firm or any agreement, indenture, mortgage, contract or instrument to which the Participating Firm is a party or by which it is bound.
10. The Participating Firm has reviewed all of its engagements and pending engagements, and no potential exists for any conflict of interest or unfair advantage.
11. To the best knowledge of the Participating Firm, no person or firm has been employed or retained to solicit the award of the DBOF Services Agreement under an arrangement for a commission, percentage, kickback, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the DBOF Firm or the Guarantor.
12. The Participating Firm will supply evidence upon request by the Village, that it is authorized to do business in the State of Florida.
13. There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental body against the Participating Firm wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Participating Firm of its obligations hereunder or the other transactions contemplated by the Proposal, or which, in any way, would materially adversely affect the validity or enforceability of the obligations proposed to be undertaken by the Participating Firm, or any agreement or instrument entered into by the Participating Firm in connection with the transaction contemplated hereby.
14. No corporation, company, partnership, individual or association, officer, member, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Participating Firm has been adjudicated to be in violation of any State or federal environmental law, or charged with or convicted of bribery, fraud, collusion, or any violation of any State or federal anti-trust or similar statute within the preceding five (5) years, or previously adjudged in contempt of any court order enforcing such laws.

15. The DBOF Firm acknowledges and agrees that neither the Village nor any of its affiliates, employees, agents, consultants, attorneys, representatives or contractors makes any representation or warranty as to the accuracy or reliability of any information or statements contained in the RFP, and releases and discharges the Village and each such person from any and all claims which it has or may have arising out of any such information or statements.

\_\_\_\_\_  
Name of Participating Firm

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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



## BUSINESS PROPOSAL FORM 8

### FINANCIAL INFORMATION

This form must be completed by the DBOF Firm, which will execute the DBOF Services Agreement, and the entity or Guarantor that will execute the Guaranty Agreement.

\_\_\_\_\_  
Name of DBOF Firm

\_\_\_\_\_  
Name of Individual Completing Form

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Guarantor

\_\_\_\_\_  
Name of Individual Completing Form

\_\_\_\_\_  
Signature

		2008	2009	2010
A	Operating Revenues			
B	Operating Expense (not including Depreciation and Amortization)			
C	Depreciation and Amortization			
D	Operating Income (A-B-C)			
E	Net Income			
F	Total Assets			
G	Current Assets			
H	Total Liabilities			
I	Current Liabilities			
J	Net Worth (Equity) (F-H)			
K	Market Price per Share (as of 5/31/2011)			
L	No. of Outstanding Shares (as of 5/31/2011)			

In substitution of Business Proposal Form 8, the DBOF Proposal shall furnish sufficient information as described in the RFP to permit the Village to complete an evaluation of the financial capacity of the DBOF Firm to construct, operate and maintain, and finance the Wastewater System.

**BUSINESS PROPOSAL FORM 9**

TERMS OF THE DBOF SERVICES AGREEMENT

The DBOF Services Agreement to be entered into between the DBOF Firm, if selected, and Islamorada, Village of Islands, Florida will be the definitive statement of the responsibilities of the DBOF Firm for performing the DBOF Services Agreement. The DBOF Firm agrees to all of the terms of the DBOF Services Agreement not modified by suggested changes or assumptions as set forth in Business Proposal Form 16 reflecting the DBOF Firm's suggested changes.

\_\_\_\_\_  
Name of DBOF Firm

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

**BUSINESS PROPOSAL FORM 10**

**CERTIFICATE OF NON-COLLUSION**

By submission of this Proposal, each DBOF Firm and each person signing this Proposal Form on behalf of any DBOF Firm certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other company or with any competitor;

(2) Unless otherwise required by Applicable Law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the DBOF Firm and will not knowingly be disclosed by the DBOF Firm prior to execution of the DBOF Services Agreement, directly or indirectly, to any other company or to any competitor; and

(3) No attempt has been made or will be made by the DBOF Firm to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

I, hereby affirm under the penalties of perjury that the foregoing statement is true.

\_\_\_\_\_  
Name of DBOF Firm

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

**BUSINESS PROPOSAL FORM 11**

**DISCLAIMER STATEMENT**

The information contained in Islamorada, Village of Island's (the "Village's") Request for Qualifications ("RFQ"), Request for Proposals ("RFP"), and the Reference Documents and Appendices included in this RFP, to Design, Build, Operate, and Finance a Wastewater System have been prepared by or on behalf of the Village and while such information is believed to be accurate and reliable, the Village makes no representation as to such accuracy or reliability. In no way does any such information constitute a representation or warranty by the Village or any of its officials, employees, agents, consultants, attorneys, representatives, contractors, and subcontractors (the "Village Representatives"). The DBOF Firm hereby releases and forever discharges the Village and the Village Representatives from any and all claims, which such DBOF Firm has, had or may hereafter have arising out of any information contained in the RFQ or this RFP. Any party who intends to submit a response to this RFP is specifically invited to independently verify the accuracy of the information contained in the RFQ and RFP.

\_\_\_\_\_  
Name of DBOF Firm

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

## BUSINESS PROPOSAL FORM 12

### SCHEDULED PROJECT DATES

1. Scheduled Construction Commencement of Build/Operate Projects.

Once all DBOF Services Agreement documents have been completed and authorization has been given by the Village, the DBOF Firm guarantees that the Scheduled Construction Commencement of Build/Operate Projects shall be 60 calendar days from the Notice to Proceed.

2. Scheduled Final Completion of NPK Build/Operate Projects.

Once all DBOF Services Agreement documents have been completed and authorization has been given by the Village, the DBOF Firm guarantees that the Scheduled Final Completion of NPK Build/Operate Projects shall be 270 calendar days from the Notice to Proceed.

3. Scheduled Final Design Completion of Wastewater Facilities.

Once all DBOF Services Agreement documents have been completed and authorization has been given by the Village, the DBOF Firm guarantees that the Scheduled Final Design Completion of Wastewater Facilities shall be no later than August 30, 2013.

4. Scheduled Substantial Completion of Wastewater Facilities.

Once all DBOF Services Agreement documents have been completed and authorization has been given by the Village, the DBOF Firm guarantees that the Scheduled Substantial Completion of Wastewater Facilities shall be no later than June 1, 2015

5. Scheduled Final Completion of Wastewater Facilities.

Once all DBOF Services Agreement documents have been completed and authorization has been given by the Village, the DBOF Firm guarantees that the Scheduled Final Completion of Wastewater Facilities shall be no later than December 1, 2015.

6. Scheduled Wastewater Facilities Complete and Fully Operational.

Once all DBOF Services Agreement documents have been completed and authorization has been given by the Village, the DBOF Firm guarantees that the Scheduled Commencement of Operations on all Wastewater Facilities shall be no later than December 1, 2015.

The foregoing Scheduled Project Dates may be extended only due to Uncontrollable Circumstance, Village-requested change orders, and Village Fault, to the extent set forth in this RFP and the DBOF Services Agreement.

\_\_\_\_\_  
Name of DBOF Firm

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

**BUSINESS PROPOSAL FORM 13**

LIST OF SUBCONTRACTORS AND OFF-JOB FABRICATORS

1. \_\_\_\_\_  
Business Name of Subcontractor  
Or Off-Job Fabricator

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

\_\_\_\_\_ Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone No.

\_\_\_\_\_  
List Items of Work or Description of Work

2. \_\_\_\_\_  
Business Name of Subcontractor  
Or Off-Job Fabricator

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

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone No.

\_\_\_\_\_  
List Items of Work or Description of Work

3. \_\_\_\_\_  
Business Name of Subcontractor  
Or Off-Job Fabricator

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

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone No.

\_\_\_\_\_  
List Items of Work or Description of Work

**BUSINESS PROPOSAL FORM 14**

**ISLAMORADA, VILLAGE OF ISLANDS  
FEDERAL AND STATE LEGAL REQUIREMENTS**

\_\_\_\_\_  
Name of DBOF Firm

During the performance of this DBOF Services Agreement, the undersigned DBOF Firm agrees to adopt this policy to affirm its compliance with applicable Federal and State Legal Requirements as set forth in Section 3.6 of the RFP, including the FDEP Supplemental Conditions (Construction) attached to the RFP in Appendix F, the ACOE Project Agreements attached to this RFP as Appendix G, and the Required Contract Provisions Federal-Aid Construction Contracts (FHWA - 1273) attached to this RFP as Appendix H.

This DBOF Firm agrees to assert leadership within the community and to put forth good faith efforts to achieve full employment and utilization of the capabilities and productivity of all our citizens without regard to race, age, color, sex, religion, ancestry, national origin, marital status or handicap.

The Federal and State Legal Requirements for contractors and vendors are hereby established as the policy and practice of our DBOF Firm:

Our DBOF Firm hereby agrees to provide to the Village any access and information that they may request to assist in determining compliance with this policy.

I declare under penalty of perjury, pursuant to the laws of the State of Florida, that the foregoing is true and correct to the best of my knowledge.

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

On behalf of DBOF Firm

\_\_\_\_\_  
Name of DBOF Firm

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



STATE OF FLORIDA                    )  
COUNTY OF \_\_\_\_\_            )

The foregoing instrument was acknowledged before me this \_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or has produced the following type of identification \_\_\_\_\_ and he/she acknowledged before me that he/she executed the same as the act and deed of said \_\_\_\_\_ and who did take an oath.

[SEAL]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Print Name of Notary

\_\_\_\_\_  
Commission No.: \_\_\_\_\_

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**BUSINESS PROPOSAL FORM 15**

**WAIVER STATEMENT**

The competitive selection procurement process engaged in by Islamorada, Village of Islands (the "Village") Request for Proposals ("RFP") to Design, Build, Operate, and Finance a Wastewater System has been conducted reasonably, fairly, and at arm's length between the Village and the DBOF Firms. The DBOF Firm acknowledges and agrees that neither the Village nor any of its council members, officials, employees, agents, consultants, attorneys, representatives, contractors, and subcontractors (the "Village Representatives"), have engaged in any unfair process, evaluation or selection, or negotiations. By submission of this Proposal, each DBOF Firm and each person signing this Proposal Form on behalf of any DBOF Firm certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that the DBOF Firm hereby releases and forever discharges the Village and the Village Representatives from any and all claims, which such DBOF Firm has, had or may hereafter have arising out of the competitive selection process or the evaluation, selection and award of any DBOF Firm by the Village.

I, hereby affirm under the penalties of perjury that the foregoing statement is true.

On behalf of DBOF Firm

\_\_\_\_\_  
Name of DBOF Firm

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**BUSINESS PROPOSAL FORM 16**

**PROPOSED CHANGES AND ASSUMPTIONS**

**DBOF Firm:** \_\_\_\_\_

Provide detailed lists of all proposed changes and assumptions made in response to this RFP. All proposed changes and assumptions must be stated explicitly on this form and submitted with the Proposal. Proposed changes and assumptions identified elsewhere in the Proposal but not explicitly listed below will not be considered or allowed as part of the final DBOF Services Agreement negotiation. Attach additional sheets as necessary.

**A. Proposed Change.** Please list below each proposed change to the RFP Scope of Work or draft DBOF Services Agreement. In each instance identify the (a) Requirement and reference; (b) Specific nature of the proposed change; (c) Reason for the proposed change; (d) Anticipated effect of the proposed change on the overall Proposal; (e) If feasible, propose contract language and DBOF Services Agreement reference to incorporate the proposed change into the DBOF Services Agreement; and (f) Identify whether any net increase or decrease will be included in the Price Proposal Cost as a result of the proposed change or assumption.

Applicable Section of RFP or DBOF Services Agreement: \_\_\_\_\_

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

Proposed Change in Concept or Language: \_\_\_\_\_

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

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

Reason and Benefits to the Village: \_\_\_\_\_

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

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

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

Cost Savings to the Village:           \$ \_\_\_\_\_ (Fixed Design/Build Price)  
  \$ \_\_\_\_\_ (Annual Service Fee)

Cost to the Village:                       \$ \_\_\_\_\_ (Fixed Design/Build Price)  
  \$ \_\_\_\_\_ (Annual Service Fee)

**B. Assumptions.** Please list below any assumptions Proposer has made in preparing its Proposal, including any assumptions regarding regulatory, technical and financial factors. In each instance, indicate reasons for the assumption and propose language to be used in the DBOF Services Agreement to capture the assumption.

Assumption: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reason or Rational for Assumption: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed Language in DBOF Services Agreement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BUSINESS PROPOSAL FORM 17**

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

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

1. This sworn statement is submitted to **ISLAMORADA, VILLAGE OF ISLANDS**

By: \_\_\_\_\_  
*(print individual's name and title)*

For: \_\_\_\_\_  
*(print name of DBOF Entity submitting sworn statement)*

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:

\_\_\_\_\_  
*(If the DBOF Entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_).*

2. I understand that a "public crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - A. A predecessor or successor of a person convicted of a public entity crime; or

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

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or DBOF Entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of the DBOF Entity.
6. Based on information and belief, the statement, which I have marked below, is true in relations to the DBOF Entity submitting this sworn statement. (Indicate which statement applies).
  - Neither the DBOF Entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the DBOF Entity, nor any affiliate of the DBOF Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The DBOF Entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the DBOF Entity, or an affiliate of the DBOF Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The DBOF Entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the DBOF Entity, or an affiliate of the DBOF Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the DBOF Entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
*Signature*

The foregoing instrument was sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_, as \_\_\_\_\_, of the \_\_\_\_\_ (DBOF Entity), who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

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

Commission Expires: \_\_\_\_\_

(Seal)

**BUSINESS PROPOSAL FORM 18**

**INSURANCE LETTER OF INTENT**  
(to be typed on Insurance Company's Letterhead)

Dear \_\_\_\_\_:

\_\_\_\_\_ (the "DBOF Firm") has submitted a Proposal in response to the Request for Proposals (the "RFP") for the Design, Build, Operate, and Finance of a Wastewater System issued by Islamorada, Village of Islands, Florida. The RFP requires the DBOF Firm, if selected, to enter into a DBOF Services Agreement in conformance with the DBOF Firm's Proposal or as otherwise agreed to, to design, construct, acceptance test, operate, maintain, repair and replace (including major repair and replacement), manage and finance (the "DBOF Services Agreement") a Wastewater System ("Wastewater System"); cause the Wastewater System to meet certain Performance Guarantees and to comply with all applicable permits, licenses, approvals and other Applicable Law; and perform the other related and ancillary responsibilities set forth in the RFP and the DBOF Services Agreement.

The Insurance Company has reviewed this RFP, the DBOF Firm's Proposal, and the DBOF Services Agreement for all insurance requirements for the Wastewater System. The Insurance Company hereby certifies that, subject to its review of the final terms and conditions of the DBOF Services Agreement, it intends to provide on behalf of the DBOF Firm all required insurance in the event the DBOF Firm is awarded the DBOF Services Agreement.

\_\_\_\_\_  
Name of Insurance Company

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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



**APPENDIX B**  
**PRICE PROPOSAL FORMS**

**PRICE PROPOSAL FORM P-1  
FIXED DESIGN/BUILD PRICE  
ALTERNATIVE NO. 1 – KLWTD Treatment and Disposal**

**SUMMARY OF FIXED DESIGN/BUILD PRICE.**

The pricing below is a summary of the detailed pricing prepared by the Proposer in response to the Scope of Work for Alternative NO. 1 required for the Project within this RFP. The Proposer is expected to maintain the detailed back-up cost estimate to these numbers for review by the Village, if requested. The Fixed Design/Build Price set forth in this Price Proposal Form P-1 anticipates pricing with public funding and assumes compliance with all applicable State and/or federal requirements for funding of the Project as set forth in Section 3.6 of the RFP.

**ALTERNATIVE NO. 1 – KLWTD Treatment and Disposal**

**Fixed Design/Build Price**

**I. Plantation Key Facilities**

- a. Construction of Build/Operate Projects \$ \_\_\_\_\_
    - (i). NPK Vacuum Sewer Improvements (\$ \_\_\_\_\_)
    - (ii). MPK Collection System and Vacuum Pump Station (\$ \_\_\_\_\_)
    - (iii). NPK Fontaine Road Collection System (\$ \_\_\_\_\_)
  - a. Design and construction of Collection System and Vacuum Pump Station(s) \$ \_\_\_\_\_
  - b. Design and construction of transmission force mains and pump station(s) from MM 90.939 to Key Largo WWTP \$ \_\_\_\_\_
  - c. Design and construction of transmission force mains and pump station(s) in Plantation Key \$ \_\_\_\_\_
  - d. Improvements to NPK WWTP, if required, and implementation of reuse at NPK to Founder's Park; or \$ \_\_\_\_\_
  - e. Decommissioning of NPK WWTP \$ \_\_\_\_\_
- Subtotal Plantation Key** \$ \_\_\_\_\_

**II. Windley Key Facilities**

- a. Design and construction of Collection System and Vacuum Pump Station(s) \$ \_\_\_\_\_
  - b. Design and construction of transmission force mains and pump station(s) in Windley Key \$ \_\_\_\_\_
- Subtotal Windley Key** \$ \_\_\_\_\_

**III. Upper Matecumbe Key**

- a. Design and construction of Collection System and Vacuum Pump Station(s) \$ \_\_\_\_\_
  - b. Design and construction of transmission force mains and pump station(s) in Upper Matecumbe Key \$ \_\_\_\_\_
- Subtotal Upper Matecumbe Key** \$ \_\_\_\_\_

**IV. Lower Matecumbe Key**

- a. Design and construction of Collection System and Vacuum Pump Station(s) \$ \_\_\_\_\_

b. Design and construction of transmission force mains and pump station(s) in Lower Matecumbe Key \$ \_\_\_\_\_

**Subtotal Lower Matecumbe Key** \$ \_\_\_\_\_

**V. Administrative Costs**

a. Administrative, Project Management and General Conditions \$ \_\_\_\_\_

b. Mobilization (not-to-exceed 2% of Fixed D/B Price) \$ \_\_\_\_\_

c. De-Mobilization (not-to-exceed 25% of Mobilization Price) \$ \_\_\_\_\_

d. Required Design/Build Insurance \$ \_\_\_\_\_

e. Record Drawings/O&M Manuals \$ \_\_\_\_\_

f. Training \$ \_\_\_\_\_

g. Design/Build Performance Bond \$ \_\_\_\_\_

h. Labor and Materials Payment Bond \$ \_\_\_\_\_

i. Permits & Governmental Approvals \$ \_\_\_\_\_

j. Other (Specify) \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**Subtotal Administration** \$ \_\_\_\_\_

**VI. Owner Allowances**

a. Land Acquisition Costs \$ 2,000,000.00

b. KLWTD Capacity Purchase Costs \$ \_\_\_\_\_

**Subtotal Owner Allowances** \$ \_\_\_\_\_

**TOTAL ALTERNATIVE NO. 1 FIXED DESIGN/BUILD PRICE** \$ \_\_\_\_\_

**PRICE PROPOSAL FORM P-2  
FIXED DESIGN/BUILD PRICE  
ALTERNATIVE NO. 2 – Wastewater Treatment Facilities Located in Islamorada**

**SUMMARY OF FIXED DESIGN/BUILD PRICE.**

The pricing below is a summary of the detailed pricing prepared by the Proposer in response to the Scope of Work for Alternative No. 2 required for the Project within this RFP. The Proposer is expected to maintain the detailed back-up cost estimate to these numbers for review by the Village, if requested. The Fixed Design/Build Price set forth in this Price Proposal Form P-2 anticipates pricing with public funding and assumes compliance with all applicable State and/or federal requirements for funding of the Project as set forth in Section 3.6 of the RFP.

**Fixed Design/Build Price**

**I. Plantation Key Facilities**

- a. Construction of Build/Operate Projects \$ \_\_\_\_\_
    - (i). NPK Vacuum Sewer Improvements (\$ \_\_\_\_\_)
    - (ii). MPK Collection System and Vacuum Pump Station (\$ \_\_\_\_\_)
    - (iii). NPK Fontaine Road Collection System (\$ \_\_\_\_\_)
  - b. Design and construction of Collection System and Vacuum Pump Station(s) \$ \_\_\_\_\_
  - c. Design and construction of transmission force mains and pump station(s) in Plantation Key \$ \_\_\_\_\_
  - d. Improvements to NPK WWTP, if required, and implementation of reuse at NPK to Founder's Park \$ \_\_\_\_\_
  - e. Design and construction of a wastewater treatment facility(s) in Plantation Key, including expansions to NPK WWTP \$ \_\_\_\_\_
- Subtotal Plantation Key** \$ \_\_\_\_\_

**II. Windley Key Facilities**

- a. Design and construction of Collection System and Vacuum Pump Station(s) \$ \_\_\_\_\_
  - b. Design and construction of transmission force mains and pump station(s) in Windley Key \$ \_\_\_\_\_
  - c. Design and construction of a wastewater treatment facility(s) in Windley Key \$ \_\_\_\_\_
- Subtotal Windley Key** \$ \_\_\_\_\_

**III. Upper Matecumbe Key**

- a. Design and construction of Collection System and Vacuum Pump Station(s) \$ \_\_\_\_\_
  - d. Design and construction of transmission force mains and pump station(s) in Upper Matecumbe Key \$ \_\_\_\_\_
  - e. Design and construction of a wastewater treatment facility(s) in Upper Matecumbe Key \$ \_\_\_\_\_
- Subtotal Upper Matecumbe Key** \$ \_\_\_\_\_

IV. Lower Matecumbe Key

- a. Design and construction of Collection system and Vacuum Pump Station(s) \$ \_\_\_\_\_
- b. Design and construction of transmission force mains and pump station(s) in Lower Matecumbe Key \$ \_\_\_\_\_
- c. Design and construction of a wastewater treatment facility(s) In Lower Matecumbe Key \$ \_\_\_\_\_

**Subtotal Lower Matecumbe Key** \$ \_\_\_\_\_

V. Administrative Costs

- a. Administrative, Project Management and General Conditions \$ \_\_\_\_\_
- b. Mobilization (not-to-exceed 2% of Fixed D-B Price) \$ \_\_\_\_\_
- c. De-Mobilization (not-to-exceed 25% of Mobilization Price) \$ \_\_\_\_\_
- d. Required Design-Build Insurance \$ \_\_\_\_\_
- e. Record Drawings/O&M Manuals \$ \_\_\_\_\_
- f. Training \$ \_\_\_\_\_
- g. Design/Build Performance Bond \$ \_\_\_\_\_
- h. Labor and Materials Payment Bond \$ \_\_\_\_\_
- i. Permits and Governmental Approvals \$ \_\_\_\_\_
- j. Other (Specify) \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_

**Subtotal Administration** \$ \_\_\_\_\_

VII. Owner Allowances

Land Acquisition Costs \$ 2,000,000.00

**Subtotal Owner Allowances** \$ \_\_\_\_\_

**TOTAL ALTERNATIVE NO. 2 FIXED DESIGN/BUILD PRICE** \$ \_\_\_\_\_

**ALTERNATIVE NO. 3 – Optional Wastewater Collection and Treatment System**

Should the Proposer desire to provide an optional approach to providing wastewater collection and treatment as described in the RFP, the Proposer shall provide a summary level cost breakdown of their Alternative No. 3 and insert below in their response. The pricing below is a summary of the detailed pricing prepared by the Proposer in response to the Scope of Work required for the Project within this RFP. The Proposer is expected to maintain the detailed back-up cost estimate to these numbers for review by the Village, if requested.

**Fixed Design-Build Price**

Insert summary level cost breakdown here

**TOTAL OPTIONAL ALTERNATIVE NO. 3 FIXED DESIGN/BUILD PRICE**      \$ \_\_\_\_\_

**SERVICE FEE PROPOSAL FORM P-3  
ALTERNATIVE NO. 1 PROPOSAL  
KLWTD WASTEWATER TREATMENT AND DISPOSAL**

**ANNUAL SERVICE FEE**

<b>YEAR</b>	<b>TOTAL CAPITAL FEE</b>	<b>FIXED O&amp;M FEE</b>	<b>VARIABLE O&amp;M FEE</b>	<b>REPLACEMENT/ RENEWAL FEE</b>	<b>TOTAL ANNUAL SERVICE FEE</b>
2012*					
2013 *					
2014 *					
2015 *					
1 2016					
2 2017					
3 2018					
4 2019					
5 2020					
6 2021					
7 2022					
8 2023					
9 2024					
10 2025					
11 2026					
12 2027					
13 2028					
14 2029					
15 2030					
16 2031					
17 2032					
18 2033					
19 2034					
20 2035					
21 2036					
22 2037					
23 2038					
24 2039					
25 2040					
26 2041					
27 2042					
28 2043					
29 2044					
30 2045					
<b>Total Present Worth:</b>					

**SERVICE FEE PROPOSAL FORM P-3  
(CONTINUED)**

Notes:

1. The Capital Fee represents DBOF financing of the Design/Build Price of all Wastewater Facilities for Alternative NO. 1 (KLWTD Wastewater Treatment and Disposal), including any payments to KLWTD for the purchase of Capacity Allocation. It is anticipated that should any funds or grants become available (e.g. ACOE Funds), the DBOF Firm will coordinate with the Village to apply such funds or grants toward the Design/Build Price and provide a commensurate reduction in the Capital Fee shown. The DBOF Firm shall provide an explanation of how the application of such funds to the Capital Fee shall occur and any associated prepayment and/or transaction costs.
2. The Fixed O&M Fee shall represent the DBOF Firm's maximum operations fee, stated annually, that does not adjust according to the amount of actual wastewater treated or customers served.
3. The Variable O&M Fee shall represent the DBOF Firm's maximum operations fee, stated annually, that will adjust according to the amount of actual wastewater treated. For purposes of completing Form P-3, the following wastewater treatment flows (representing the sum of all Wastewater Facilities) shall be assumed based on average annual daily flows:

Year	Million Gallons per Day (MGD)
1 (2016)	100,000
2 (2017)	200,000
3 (2018)	380,000
4 (2019)	1,133,000
5-20 (2020 - 2035)	1,510,000

4. The Fixed O&M Fee and Variable O&M Fee shall be provided in August, 2011 dollars and will be escalated in accordance with the CPI Adjustment Factor as described below. The Fixed O&M Fee and the Variable O&M Fee shall exclude power costs and customer billing costs, but shall include purchased treatment and disposal capacity from KLWTD.
5. The Fixed O&M Fee and Variable O&M Fee components of the Service Fee identified in the DBOF Services Agreement shall be adjusted each contract year based on an annual CPI Adjustment Factor. The proposed annual adjustment to Fixed O&M Fee and Variable O&M Fee is \_\_\_\_ of CPI – Miami-Ft. Lauderdale Region (DBOF Firm is to specify adjustment factor between 0.00 and 1.00, where as an example 0.75 would represent an



annual adjustment equal to the annual change in CPI – Miami-Ft. Lauderdale Region multiplied by 0.75).

6. The Renewal/Replacement Fee represents the maximum annual fee for renewal and replacement of major equipment. Please attach a detailed annual Renewal and Replacement Schedule that identifies the replacement cost and year for each major equipment component. This detailed schedule should equate to the Renewal/Replacement Fee shown on Form P-3. There is no cost adjustment factor for the Renewal/Replacement Fee.
7. Completion of the Service Fee Proposal Form P-3 shall be consistent with the requirements of the RFP.
8. The Total Present Worth of the Service Fee is to be calculated at a discount rate of 5%. The DBOF Firm shall provide details on this calculation in a separate schedule.
9. \* Years 2012 through 2015 represent years during which construction of the Project occurs, with the corrections to the existing NPK Facilities and NPK operations scheduled to commence by June 1, 2012. The DBOF Firm shall insert the costs of correcting the NPK Facilities and operations for NPK Facilities in Years 2012 through 2015. Operations of all other Wastewater Facilities shall commence by December 1, 2015, the start of the operations term under the DBOF Services Agreement.
10. In the event that the Village elects to finance the Project with public funding sources, the Fixed O&M Fee, Variable O&M Fee and Replacement and Renewal Fee set forth in this Price Proposal Form P-3 shall be applicable to the operations and maintenance term of 20 years for a public project.

**SERVICE FEE PROPOSAL FORM P-4  
ALTERNATIVE NO. 2 PROPOSAL  
WASTEWATER TREATMENT FACILITIES LOCATED IN ISLAMORADA**

**ANNUAL SERVICE FEE**

<b>YEAR</b>	<b>TOTAL CAPITAL FEE</b>	<b>FIXED O&amp;M FEE</b>	<b>VARIABLE O&amp;M FEE</b>	<b>REPLACEMENT/ RENEWAL FEE</b>	<b>TOTAL ANNUAL SERVICE FEE</b>
2012*					
2013*					
2014*					
2015*					
1 2016					
2 2017					
3 2018					
4 2019					
5 2020					
6 2021					
7 2022					
8 2023					
9 2024					
10 2025					
11 2026					
12 2027					
13 2028					
14 2029					
15 2030					
16 2031					
17 2032					
18 2033					
19 2034					
20 2035					
21 2036					
22 2037					
23 2038					
24 2039					
25 2040					
26 2041					
27 2042					
28 2043					
29 2044					
30 2045					
<b>Total Present Worth:</b>					

**SERVICE FEE PROPOSAL FORM P-4  
(CONTINUED)**

Notes:

1. The Capital Fee represents DBOF financing of the Design/Build Price of all Wastewater Facilities for Alternative NO. 2 (Wastewater Treatment Facilities located in Islamorada). It is anticipated that should any funds or grants become available (e.g. ACOE Funds), the DBOF Firm will coordinate with the Village to apply such funds or grants toward the Design/Build Price and provide a commensurate reduction in the Capital Fee shown. The DBOF Firm shall provide an explanation of how the application of such funds to the Capital Fee shall occur and any associated prepayment and/or transaction costs.
2. The Fixed O&M Fee shall represent the DBOF Firm's maximum operations fee, stated annually, that does not adjust according to the amount of actual wastewater treated or customers served.
3. The Variable O&M Fee shall represent the DBOF Firm's maximum operations fee, stated annually, that will adjust according to the amount of actual wastewater treated. For purposes of completing Form P-4, the following wastewater treatment flows (representing the sum of all Wastewater Facilities) shall be assumed based on average annual daily flows:

Year	Million Gallons per Day (MGD)
1 (2016)	100,000
2 (2017)	200,000
3 (2018)	380,000
4 (2019)	1,133,000
5-20 (2020- 2035)	1,510,000

4. The Fixed O&M Fee and Variable O&M Fee shall be provided in August, 2011 dollars and will be escalated in accordance with the CPI adjustment factor as described below. The Fixed O&M Fee and the Variable O&M Fee shall exclude power costs and customer billing costs.
5. The Fixed O&M Fee and Variable O&M Fee components of the Service Fee identified in the DBOF Services Agreement shall be adjusted each contract year based on an annual CPI Adjustment Factor. The proposed annual adjustment to Fixed O&M Fee and Variable O&M Fee is \_\_\_\_ of CPI – Miami-Ft. Lauderdale Region (DBOF Firm is to specify adjustment factor between 0.00 and 1.00, where as an example 0.75 would represent an annual adjustment equal to the annual change in CPI – Miami-Ft. Lauderdale Region multiplied by 0.75).

6. The Renewal/Replacement Fee represents the maximum annual fee for renewal and replacement of major equipment. Please attach a detailed annual Renewal and Replacement Schedule that identifies the replacement cost and year for each major equipment component. This detailed schedule should equate to the Renewal/Replacement Fee shown on Form P-4. There is no cost adjustment factor for the Renewal/Replacement Fee.
7. Completion of the Service Fee Proposal Form P-4 shall be consistent with the requirements of the RFP.
8. The Total Present Worth of the Service Fee is to be calculated at a discount rate of 5%. The DBOF Firm shall provide details on this calculation in a separate schedule.
9. \* Years 2012 through 2015 represent years during which construction of the Project occurs, with the corrections to the existing NPK Facilities and NPK operations scheduled to commence by June 1, 2012. The DBOF Firm shall insert the costs of correcting the NPK Facilities and operations for NPK Facilities in Years 2012 through 2015. Operations of all other Wastewater Facilities shall commence by December 1, 2015, the start of the operations term under the DBOF Services Agreement.
10. In the event that the Village elects to finance the Project with public funding sources, the Fixed O&M Fee, Variable O&M Fee and Replacement and Renewal Fee set forth in this Price Proposal Form P-4 shall be applicable to the operations and maintenance term of 20 years for a public project.

**SERVICE FEE PROPOSAL FORM P-5  
ALTERNATIVE NO. 1 PROPOSAL  
KLWTD WASTEWATER TREATMENT AND DISPOSAL**

**GUARANTEED MAXIMUM ELECTRICITY USAGE**

<b>Range of Flows (Gallons per Day - Average Daily Flow)</b>		
<b>From (Low)</b>	<b>To (High)</b>	<b>Maximum kWh per Calendar Quarter (91.25 Days)</b>
0	200,000	
200,001	400,000	
400,001	600,000	
600,001	800,000	
800,001	1,000,000	
1,000,001	1,200,000	
1,200,001	1,400,000	
1,400,001	1,600,000	

Notes:

1. Guaranteed Maximum Energy Usage is based on influent concentrations specified in this RFP and shall apply to energy usage for all Wastewater Facilities included in this RFP, including transmission facilities to the KLWTD Plant but excluding energy usage at the KLWTD Plant.
2. Flows (averaged over the calendar quarter) in excess of the amounts specified in this Service Fee Proposal Form P-5 will be calculated using the range of 1,400,001 to 1,600,000 gallons per day.

**SERVICE FEE PROPOSAL FORM P-6  
ALTERNATIVE NO. 2 PROPOSAL  
WASTEWATER TREATMENT FACILITIES LOCATED IN ISLAMORADA**

**GUARANTEED MAXIMUM ELECTRICITY USAGE**

<b>Range of Flows (Gallons per Day - Average Daily Flow)</b>		
<b>From (Low)</b>	<b>To (High)</b>	<b>Maximum kWh per Calendar Quarter (91.25 Days)</b>
0	200,000	
200,001	400,000	
400,001	600,000	
600,001	800,000	
800,001	1,000,000	
1,000,001	1,200,000	
1,200,001	1,400,000	
1,400,001	1,600,000	

Notes:

1. Guaranteed Maximum Energy Usage is based on influent concentrations specified in this RFP and shall apply to energy usage for all Wastewater Facilities included in this RFP.
2. Flows (averaged over the calendar quarter) in excess of the amounts specified in this Service Fee Proposal Form P-6 will be calculated using the range of 1,400,001 to 1,600,000 gallons per day.

**CAPITAL TERMINATION FEE PROPOSAL FORM P-7  
ALTERNATIVE NO. 1 PROPOSAL  
KLWTD WASTEWATER TREATMENT AND DISPOSAL**

<b>YEAR</b>	<b>CAPITAL TERMINATION FEE</b>
1 2016	
2 2017	
3 2018	
4 2019	
5 2020	
6 2021	
7 2022	
8 2023	
9 2024	
10 2025	
11 2026	
12 2027	
13 2028	
14 2029	
15 2030	
16 2031	
17 2032	
18 2033	
19 2034	
20 2035	
21 2036	
22 2037	
23 2038	
24 2039	
25 2040	
26 2041	
27 2042	
28 2043	
29 2044	
30 2045	

**CAPITAL TERMINATION FEE FORM P-7  
(CONTINUED)**

Notes:

1. The Capital Termination Fee represents the DBOF Firm's proposed compensation should the Village exercise its option to buyout or terminate the DBOF financing prior to expiration of the DBOF Services Agreement. The Capital Termination Fee shall apply until December 31 of the respective year shown on the schedule.



**CAPITAL TERMINATION FEE PROPOSAL FORM P-8  
ALTERNATIVE NO. 2 PROPOSAL  
WASTEWATER TREATMENT FACILITIES LOCATED IN ISLAMORADA**

YEAR	CAPITAL TERMINATION FEE
1 2016	
2 2017	
3 2018	
4 2019	
5 2020	
6 2021	
7 2022	
8 2023	
9 2024	
10 2025	
11 2026	
12 2027	
13 2028	
14 2029	
15 2030	
16 2031	
17 2032	
18 2033	
19 2034	
20 2035	
21 2036	
22 2037	
23 2038	
24 2039	
25 2040	
26 2041	
27 2042	
28 2043	
29 2044	
30 2045	

**CAPITAL TERMINATION FEE FORM P-8  
(CONTINUED)**

Notes:

1. The Capital Termination Fee represents the DBOF Firm's proposed compensation should the Village exercise its option to buyout or terminate the DBOF financing prior to expiration of the DBOF Services Agreement. The Capital Termination Fee shall apply until December 31<sup>st</sup> of the respective year shown on the schedule.

Village of Islamorada, Florida

Wastewater Capital Improvement Plan

Cashflow Timing Assumptions

Allocation of All Costs from Tony's previous 2010 CIP Spreadsheet (for Comparative Purposes Only)	2011	2012	2013	2014	2015	2016	Total
	6%	28%	19%	11%	32%	3%	100%
<b><u>New Allocation Based on Wade-Trim 5/2011 Estimate</u></b>							
<b><u>Treatment in Islamorada</u></b>							
Construction Costs		10%	30%	40%	20%	0%	100%
Construction Costs Multiplier for Unknowns		10%	30%	40%	20%	0%	100%
Village Reimbursement for Previously Expended Soft Costs		100%					100%
Engineering Design	5%	45%	50%	0%			100%
Engineering Construction Services		20%	30%	30%	20%		100%
Owners Rep	5%	25%	25%	25%	20%	0%	100%
Design Management	5%	45%	50%	0%	0%	0%	100%
Construction Management	0%	10%	30%	40%	20%	0%	100%
CEI	0%	10%	30%	40%	20%	0%	100%
Administration	5%	25%	25%	25%	20%		100%
Legal	20%	20%	20%	20%	20%		100%
Land Acquisition		80%	20%				100%
Survey		80%	20%				100%
Geotech		80%	20%				100%

Line No.	Description	% of Construction Cost	Total Costs	Prior to Fiscal Year Year 2010	Projected Fiscal Year Ending September 30,						Total
					2011	2012	2013	2014	2015	2016	
	Beginning Balance										
<b>PROJECT COSTS:</b>											
<b><u>Treatment in Islamorada</u></b>											
1	Construction Costs		\$72,000,000		\$ -	\$ 7,200,000	\$ 21,600,000	\$ 28,800,000	\$ 14,400,000	\$ -	\$ 72,000,000
2	Village Reimbursement for Previously Expended Soft Costs		600,000		-	600,000	-	-	-	-	600,000
3	Engineering Design	6.00%	4,320,000		216,000	1,944,000	2,160,000	-	-	-	4,320,000
4	Engineering Construction Services	1.50%	1,080,000		-	216,000	324,000	324,000	216,000	-	1,080,000
5	Owners Rep	4.00%	2,880,000		144,000	720,000	720,000	720,000	576,000	-	2,880,000
6	Design Management	3.00%	2,160,000		108,000	972,000	1,080,000	-	-	-	2,160,000
7	Construction Management	3.00%	2,160,000		-	216,000	648,000	864,000	432,000	-	2,160,000
8	CEI	6.00%	4,320,000		-	432,000	1,296,000	1,728,000	864,000	-	4,320,000
9	Administration	1.00%	720,000		36,000	180,000	180,000	180,000	144,000	-	720,000
10	Legal	1.00%	720,000		144,000	144,000	144,000	144,000	144,000	-	720,000
11	Land Acquisition		2,000,000		-	1,600,000	400,000	-	-	-	2,000,000
12	Survey		1,000,000		-	800,000	200,000	-	-	-	1,000,000
13	Geotech		310,000		-	248,000	62,000	-	-	-	310,000
14	<b>SUBTOTAL</b>		<b>\$94,270,000</b>	<b>\$ -</b>	<b>\$ 648,000</b>	<b>\$ 15,272,000</b>	<b>\$ 28,814,000</b>	<b>\$ 32,760,000</b>	<b>\$ 16,776,000</b>	<b>\$ -</b>	<b>\$ 94,270,000</b>
	% of Total				1%	16%	31%	35%	18%	0%	100.00%