



Regular City Commission Meeting Agenda

150 NE 2nd Avenue | Deerfield Beach, FL, 33441 | 954-480-4200

Mayor Bill Ganz

Vice Mayor Michael Hudak

District 2 Commissioner Ben Preston

District 3 Commissioner Bernie Parness

District 4 Commissioner Todd Drosky

Tuesday

February 7, 2023

7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: January 10, 2023

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

African American Heritage Board Meeting Minutes

Attachment: September 8, 2022

Code Compliance Meeting Minutes

Attachment: December 13, 2022

Marine Advisory Board Meeting Minutes

Attachment: October 20, 2022

Community Appearance Board Meeting Minutes

Attachment: January 11, 2023

Hillsboro Inlet District Meeting Minutes

Attachment: November 21, 2022

APPROVAL OF THE AGENDA

February 7, 2023

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/83126404890?pwd=d1RFVzIDdGxHTUE5eHozcFRYMGJvdz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 831 2640 4890#

Participant ID: #

Passcode: 017908#

For complete instructions on joining and/or participating during Public Comment, please click the following link or attend in person in the City Commission Chambers:

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. Proclamation recognizing February 2023 as American Heart Month.

Sponsor: Commissioner Todd Drosky
Vice Mayor Michael Hudak & Mayor Bill Ganz

2. Presentation of the 2022 Smart Growth Excellence Award to the City of Deerfield Beach for the Btactical Project: NE 3 Avenue "Make Broward Better at Tedder."

Sponsor: Department of Environmental Services

Attachment: Btactical Project

PUBLIC COMMENT

Persons addressing the Commission shall state his/her name and address and may speak for three (3) minutes unless extended for one (1) additional minute by the Mayor. All remarks made by the public at a Commission meeting on an agenda item shall be addressed to the Commission as a body and limited to the subject matter before the Commission at that particular time. No comments shall be made related to the personal life or personal qualities of any person and no language which would offend persons of ordinary sensibilities shall be permitted. The public shall be given an opportunity to speak on any substantive agenda item, subject to the aforementioned restrictions, prior to a vote on the matter by the City Commission. The Commission shall determine the appropriate time, prior to the vote, for the public to speak. For consent agenda items, the public shall be given an opportunity to speak prior to the approval of the consent agenda. The Commission may, by majority vote, determine that public input on an agenda item be tabled to a future meeting so long as the vote on the agenda item take place at the future meeting and that the public input take place prior to the Commission making any decision.

CONSENT - BOARD APPOINTMENT

- 3. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Lisbeth Linert as a regular member to the Deerfield Beach Education Advisory Board to fulfill an unexpired term; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Commissioner Todd Drosky

Attachment: EAB Appointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 4. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a public art challenge grant application to Bloomberg Philanthropies for a public art project in collaboration with Art4Hope;**

authorizing in-kind services as matching funds if the grant funds are awarded; authorizing execution of a grant agreement, if awarded; and providing for an effective date.

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: Bloomberg Philanthropies

- 5. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Great Lakes Dredge & Dock Company, LLC and the Town of Hillsboro Beach for the City's Joint Beach Renourishment Project with the Town of Hillsboro Beach, utilizing the terms of the City of Boca Raton's Bid No. 2023-06-FV and contract and the mandatory alternates provided for in the bid, in a total joint project sand placement amount not to exceed \$4,000,000; providing for execution and an effective date. *(Funding to be determined)***

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Sustainable Management

Attachment: Great Lakes Dredge & Dock Company, LLC

- 6. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a settlement of the Workers' Compensation claim of Janice Major in the amount of \$62,437.40; authorizing execution of documents necessary to effectuate the settlement; and providing for an effective date. *(Funds from Account #606-0900-519-30-41 - Workers Compensation Legal)***

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Human Resources

Attachment: Settlement Agreement

- 7. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending the 2022/2023 schedule of City Commission meetings; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Office of the City Clerk

Attachment: FY23 Meeting Schedule Amendment

- 8. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Form Participation Agreement with Broward County for publication of legal notices on a County designated publicly accessible website; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Office of the City Clerk

Attachment: Form Participation Agreement

DEPARTMENTAL BUSINESS

- 9. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the City's 2023 State Legislative Agenda; providing for transmittal, implementation, and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: State Legislative Agenda

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, February 21, 2023

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Meeting Minutes City Commission

Tuesday, January 10, 2023

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:00 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present:

Commissioner Todd Drosky
Commissioner Ben Preston
Commissioner Bernie Parness
Vice Mayor Michael Hudak
Mayor Bill Ganz

Also Present:

City Manager David Santucci
City Attorney Anthony Soroka
Assistant City Clerk Heather Montemayor

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - November 15 & December 6, 2022
Enterprise Funds Workshop Meeting Minutes - October 27, 2022

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to approve the meeting minutes as submitted. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak and Mayor Ganz

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Education Advisory Board Meeting Minutes - September 7, October 11, & November 2, 2022
Affordable Housing Advisory Committee Meeting Minutes - August 8, 2022
Planning & Zoning Board Meeting Minutes - October 6, 2022
Firefighters Pension Fund Meeting Minutes - August 29, 2022
Code Compliance Meeting Minutes - October 31, 2022

ACKNOWLEDGEMENT OF CITY BOARD MINUTES - CONTINUED

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to acknowledge the board minutes. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak and Mayor Ganz

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

January 10, 2023

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve the agenda as amended. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak and Mayor Ganz

Nays: 0

AWARDS & RECOGNITION**1. Certificates of Recognition presented to Environmental Services Staff for the repairs made to the International Fishing Pier due to damage sustained by Hurricane Nicole.**

Mayor Ganz commended staff from the Facilities Division for their exemplary service to the City and residents on the International Fishing Pier after Hurricane Nicole.

Item 3 was presented prior to Item 2.

2. Presentation by the Turnpike Authority regarding the PD&E Study for the Sawgrass Expressway from west of US 441 to Powerline Road.

Jacquelyn Hayward, Project Manager, said Florida's Turnpike Enterprise will be making improvements to the Sawgrass Expressway and a portion of the Florida Turnpike. Thereafter, a presentation was displayed. She said widening the Sawgrass Expressway and Florida's Turnpike, and improving existing interchanges on 441, Lyons Road and Sawgrass Expressway will improve regional connectivity, accommodate travel demands in 2045, enhance safety along two corridors, improve travel time reliability, and enhance emergency response and evacuation. Further, she stated that there is a missing link into the expressway network between Sawgrass and I-95, but it's being addressed by FDOT District 4, and will improve regional linkage. An illustration of the regional daily trips between Broward and Palm Beach counties was displayed, whereby, drivers currently use local roads for east-west travel; however, the direct turnpike access to/from the SW 10th Street connector lanes will relieve the local east-west roadway network. Ms. Hayward said there will be a 47% - 89% increase in average annual daily traffic (AADT) from 2021 to 2045; Sawgrass, west of Florida's Turnpike - 48% increase; SW 10th Street - 60% increase; Florida's Turnpike, south of Sawgrass - 89% increase; and north of Sawgrass and Florida's Turnpike - 78% increase.

Moreover, Ms. Hayward outlined the proposed improvements for the Sawgrass Expressway, US 441 interchange, and Lyons Road Interchange. The Sawgrass Expressway between 441 and Lyons Road will be widened to four travel lanes with an auxiliary lane in each direction and barrier separated roads to reduce lane changes, weaving maneuvers, speed differentials, turbulence, improve safety along the Sawgrass Expressway. The US 441 interchange will include the travel lanes, west bound and east bound C-D roads, and new overpass bridges to accommodate the C-D roads on the Sawgrass Expressway. Additional left turn lanes will be added on 441 to make it easier to enter the Sawgrass Expressway and improvements will be made to the Winston Park Blvd. and Regency Lakes Blvd. intersections. The Lyons Road interchange will include the travel lanes on Sawgrass Expressway, the west bound and east bound C-D roads, and new overpass bridges for the C-D roads. Currently, the interchange has displaced lefts, so it will be reconfigured to a traditional diamond interchange, improvements will be made to the Serko Blvd.

AWARDS & RECOGNITION - CONTINUED

and Winston Park Blvd. intersections, and a Texas U-turn will be constructed. Thereafter, a photograph was displayed of the existing and proposed conditions. Currently, drivers must travel through two signalized intersections on Lyons Road for a mainline toll of \$2.14. The proposed conditions, with the Texas U-turn, will remove vehicles from the intersection, revise the toll sites, and decrease the toll to \$0.52. Ms. Hayward said the Texas U-turn will be separated by a barrier wall, and sidewalks and extended bike lanes will be installed.

Furthermore, Ms. Hayward outlined the proposed improvements for Florida's Turnpike and the Turnpike/Sawgrass interchange. The Florida's Turnpike will be widened to ten lanes in each direction with some auxiliary lanes as you approach the interchanges and the existing ramps will remain but will be improved. Currently, there are no direct connections between SW 10th Street and Florida's Turnpike; nevertheless, there are two alternatives being proposed with eight possible connections, one provides four of the eight and the other, six. Alternative one consists of turnpike southbound to local SW 10th Street eastbound; local SW 10th Street westbound to turnpike northbound; turnpike northbound to SW 10th Street connector eastbound; and SW 10th Street connector westbound to turnpike southbound. Alternative two consists of alternative one plus turnpike northbound to local SW 10th Street eastbound and SW 10th Street connector westbound to turnpike northbound, which will impact Quiet Waters Park right-of-way. Ms. Hayward said alternative one will have a 4% reduction in the morning peak hours, and a 27% reduction in the evening. Alternative two will have a 59% reduction in the morning peak hours, and an 81% reduction in the evening.

Lastly, Ms. Hayward said both alternatives show significant traffic benefits over the no-build alternative, whereby, alternative one has a slightly better overall traffic benefit compared to alternative two, which has lower U-turns and better traffic operations at the Lyons Road interchange. She stated that a public information meeting will be held virtually on Monday, January 30, 2023, and in-person on January 31, 2023. Thereafter, a preferred alternative will be identified, followed by a public hearing at the end of 2023.

In response to Mayor Ganz's question, Ms. Hayward replied that once an alternative is identified, a noise analysis will be performed.

Mayor Ganz said the Turnpike Authority made a commitment to the City years ago regarding the installation of sound walls when this project was first being constructed and wants assurance that will happen. Further, he commented on a bald eagle's nest, and asked if widening the area just east of the turnpike on the south portion of SW 10th Street will impact the residents.

Ms. Hayward said a bald eagle has not been spotted in quite some time; nevertheless, they are aware of the nest and it will not be impacted. Further, she said the street widening will not impact the residents but will impact Quiet Waters Park. Lastly, she reiterated that sound walls will be installed based on the noise analysis.

Commissioner Drosky said although the Lyons Road intersection will decrease traffic, it will increase traffic in Deerfield Beach. Thereafter, he provided various scenarios how the proposed alternatives will increase traffic within the nearby communities. He also expressed concerns with residents now seeing ramps instead of the lake at Quiet Waters Park. Lastly, Commissioner Drosky asked that public outreach be continued throughout the entirety of this project.

Ms. Hayward said improving operations on Lyons Road will not push traffic into Deerfield Beach, but will accommodate all the traffic at the interchange; nevertheless, the proposed visualizations outlined in this presentation will be available online for public inspection. Further, she said the view will not change, as residents in the Waterways will still be able to see the park. Lastly, she said public outreach will continue throughout the project.

ADDENDUM

3. Certificate of Recognition presented to Deshaun Sands for his actions related to the tragic shooting of Rickey Ferguson, Jr.

ADDENDUM - CONTINUED

Commissioner Preston commented on the tragedy that took place on December 28, 2022 at Oveta McKeithen Park. Thereafter, he thanked Deshaun Sands for his quick actions related to the tragedy.

QUASI-JUDICIAL PUBLIC HEARINGS**4. P.H. 2023-029: Application: 21-P-230**

Applicant: **B'nai B'rith Deerfield Beach II, Inc.**

Proposal: Request to amend the plat note restriction to restrict residents to a minimum of 62 years in age with a total family income of 80% of median Broward County income.

Location: The property is generally described as a portion of Tract "A" of Plat 128 Page 46 and **located at 255 SW 3rd Avenue.**

Anthony Soroka, City Attorney, advised that staff is requesting to defer Items 4 & 5 to the January 24, 2023 commission meeting.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to defer Item 4 to January 24, 2023. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

5. P.H. 2023-030: Application: 21-RM15-65

Applicant: **B'nai B'rith Deerfield Beach II, Inc.**

Proposal: Major Site Plan application seeking approval for 62 multi-family dwelling units (apartments) with a revision to the existing parking lot seeking a variance for setbacks and parking reduction.

Location: The property is generally described as a portion of Tract "A" of Plat 128 Page 46 and **located at 255 SW 3rd Avenue.**

Mayor Ganz opened the public hearing.

Richard Rosenzweig, 97 Farnham E, Deerfield Beach, spoke in support of the proposed project.

Commissioner Parness thanked the Department of Planning & Development Services, as low-income housing is essential to senior citizens.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to defer Item 4 to January 24, 2023. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED**6. P.H. 2023-031: Application: 87-B1-74**

Applicant: **7-Eleven, Inc.**

Proposal: Major Site Plan application seeking approval to demolish an existing convenience store and construct a new 3,205 square foot convenience store and associated site improvements.

Location: The property is generally described as OCEAN VUE 3-34 B LOT 33 E 37 1/2, LOT 34 W1/2 BLK 11, and located at **1991 NE 2nd Street**.

Anthony Soroka, City Attorney, explained the quasi-judicial process and asked whether the applicant will proceed or waive.

Heidi Davis, Gunster Law Firm, representing the applicant, waived the quasi-judicial proceedings. Thereafter, a brief PowerPoint presentation was displayed. She explained that the property is 9,000 square feet and contains an existing 7-Eleven convenience store that is approximately 2,700 square feet and only 62 feet wide, which poses several challenges for redevelopment. The current 7-Eleven has been on the property since the 1960s, which was before the Land Development Code; whereas, the property and current 7-Eleven are non-conforming. The property has a commercial land use designation and is zoned B-1 and includes convenience stores as a permitted use. Thereafter, photographs of the current development were displayed. She said the existing structure contains a dumpster in front of the store, near the sidewalk, which will be torn down during redevelopment.

Continuing, Ms. Davis said the applicant is requesting major site plan approval for a new 3,205 square foot convenience store, technical deviation for minimum parking spaces, variances from landscape requirements and sign setback, and shared dumpster agreement. Thereafter, the proposed site plan was displayed which highlighted a one-story convenience store, 12 parking spaces, with one being handicapped, bicycle rack, and pedestrian walkways. A six-foot masonry wall will be located at the rear of the structure and 7-Eleven will complete the wall to the eastern property line. Further, she explained that the project orients the convenience store to the rear of the property due to the five-foot requirement dedicated to the right-of-way along A1A.

Moreover, Ms. Davis said the proposed architecture incorporates a metal standing seam roof, which is consistent with neighboring businesses, i.e. Island Water Sports, lap siding bead patterns at the base of the structure, large glass windows and doors, and additional landscaping and parking spaces. The applicant performed a parking and pedestrian study which showed that the current parking, 8, was sufficient; nevertheless, a technical deviation is being requested for the proposed parking spaces, as 22 are required by Code. If approved, 7-Eleven will contribute \$60,000 to the City's parking fund in lieu of the ten spaces. Further, the variances are for landscaping the side buffer yards, landscape islands, and palm trees in lieu of shade trees. The sign setback variance includes replacement of the current 15-foot sign to a five-foot, ground sign, which will be one foot from the property line in lieu of two feet required by code. Lastly, Ms. Davis said the applicant has entered into a mutually shared dumpster agreement with Island Water Sports, which will be located on their property.

In response to Mayor Ganz's question, Ms. Davis replied that the sign setback will not create any visual impairments.

In response to Vice Mayor Hudak's question, Eric Power, Director of Planning & Development Services, replied that the business to the west of Island Water Sports removed parking spaces to add outdoor seating; therefore, they do not meet the requirements for a technical deviation. Further, he said properties along the barrier island have the option to enter into an agreement with the parking garage to offset parking spaces.

In response to Commissioner Preston's question, Eric LaBoyer, 7-Eleven, replied that if additional garbage pickup services are needed, 7-Eleven will incur the expenses for the services.

In response to Commissioner Drosky's comment, Ms. Davis explained that the property is 9,000 square feet, which creates a severe hardship with development and complying with the current code. Further, she reiterated that the property can remain, as it is legally non-conforming, or variances can be requested to

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

redevelop the property. Lastly, she stated the property was designed and developed prior to Land Development Code regulations.

Commissioner Drosky spoke in support of the proposed project.

Commissioner Parness said the variances are not overbearing and redevelopment is necessary; therefore, he spoke in support of the project.

Mayor Ganz opened the public hearing.

Jeff Goldman, 1950 NE 3rd Street, Deerfield Beach, commented on the construction hours, as 7:00 a.m. to 8:00 p.m. is unacceptable and asked if they can be amended. Further, he asked when the project will begin and the completion date. He also commented on previous variances being given to Bru's Room, noise restrictions not being adhered too, and the lack of police enforcement for drag racing. Further, he has no issues with the proposed variances for this project but asked for clarification on the dumpster location.

Mayor Ganz stated that 7-Eleven will be sharing the dumpster with Island Water Sports, which is already located behind the building.

Sheila Fox, 1950 NE 3rd Street, Deerfield Beach, expressed concerns with the construction noise, replacing the current shade trees with palm trees, and lighting.

Peggy Ross, 103 19th Avenue, Deerfield Beach, spoke in support of the proposed project, as the current convenience store is an eyesore.

Mayor Ganz closed the public hearing.

David Santucci, City Manager, stated that per the City's Code construction hours are Monday to Friday from 7:00 a.m. to 7:00 p.m., Saturday - 9:00 a.m. to 5:00 p.m., and no construction on Sunday.

Kenny Tharrington, Creighton Construction, said the only noise will be from demolition of the building which can be done at 8:00 a.m. Further, he said the construction of the store will take between 4-6 months.

Mayor Ganz spoke in support of the proposed project; whereby, the variances are warranted due to the limitations that have been created by pre-existing buildings. Thereafter, he asked for clarification on the shade trees as well as the wall in the rear of the property.

Ms. Davis said there are no shade trees on the 7-Eleven property, so the shade tree located in the rear, on the neighbor's property, will remain; however, palm trees will be added in front of the six-foot wall, which is on 7-Eleven's property. Further, she stated that the wall begins on the northwest corner and will extend to the northeast corner.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to approve Item 6, adopted Resolution 2023/001. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

PUBLIC COMMENT

Michael Lubin, 16 Little Harbor Way, Deerfield Beach, asked if the construction hours can be amended to end at 5:00 p.m., Monday - Friday, as the current hours of operation are a nuisance to residents' everyday life.

Willie Graham-Bracy, 501 NW 1st Terrace, Deerfield Beach, commented on a missing fire hydrant near Johnnie McKeithen Park and accidents that have occurred on NE 2nd Avenue and Eller Street due to the

PUBLIC COMMENT - CONTINUED

installation of the road barrier and downed sign.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, wished everyone a happy new year. Further, he commented on two projects that were developed and owned by MBA. Thereafter, he spoke in support of the March referendum.

Bill Galsterer, 1102 Little Harbor Drive, Deerfield Beach, expressed concerns with an Airbnb located at 6 Little Harbor Way, who is falsifying the maximum occupancy of the single-family home and using his backyard to access the waterways. Thereafter, he commented on discussions he's had with code compliance.

Peggy Ross, 103 19th Avenue, Deerfield Beach, said there are light bulbs out on NE 2nd Street and along the Hillsboro bridge.

Vice Mayor Hudak expressed his frustrations regarding the Airbnb located at 6 Little Harbor, whereby, he has been in contact with BSO, Code Compliance and State Representative Chip LaMarca. Further, he said Airbnb's are regulated by the State and urged residents to reach out to their state representatives to express their frustrations. Thereafter, he commented on the regulations, i.e. increased fines for repeat offenders, this Commission has implemented.

Commissioners Parness and Preston expressed their frustrations with Airbnb's and urged residents to contact their state representatives.

Mayor Ganz said shortening the hours of construction will prolong the construction process; nevertheless, he would be open to adjusting the early morning hours, not evening. Further, he said Airbnb is changing their rules and prohibiting false advertisement but asked for clarification.

Anthony Soroka, City Attorney, said he's heard the same, but needs to do additional fact-finding research. Further, he said local governments are significantly limited on their ability to regulate vacation rentals within their jurisdiction; however, if they are violating City codes, it can be enforced.

Mayor Ganz urged residents to contact their state representatives as these vacation rentals are damaging our neighborhoods. He also encouraged residents to continue contacting city elected officials, as well as staff. Further, he commented on the citywide light bulb issue, whereby, people are stealing the wiring.

CONSENT - BOARD APPOINTMENTS

- 7. Resolution 2023/002 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Judith Stanich as a member of the Historic Preservation Board; providing for conflicts and an effective date.**
- 8. Resolution 2023/003 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Paula Ferrara as a member of the Public Art Program Committee; and providing for an effective date.**

Mayor Ganz opened the public hearing; however, there was none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Items 7 & 8. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

After a brief discussion, Items 12 & 13 were pulled for discussion; all others were approved in concert.

Mayor Ganz opened the public hearing for Items 9 - 11 and 14 - 16; however, there were none to speak and the public hearing was closed.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to approve Items 9-11, 14-16 of the Consent Agenda. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

- 9. Resolution 2023/004 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Administrative and Consulting Services Agreement with GovTemps USA, LLC, to provide interim human resources consulting services through June 2, 2023, at a hourly rate of \$126/hour and in a maximum contract amount not to exceed \$100,000; ratifying execution of the Agreement; providing an effective date. (Funds from Account #001-0800-513-32-99 - Human Resources/Other Contractual Services)**
- 10. Resolution 2023/005 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the First Amendment to the Work Authorization with Stantec Consulting Services, Inc. to provide additional services for Phase 2 of the NW Area Improvement Plan relating to design guidelines and catalyst site studies in an additional amount not to exceed \$16,500.00, for a total work authorization aggregate amount of \$72,300.00; providing for implementation and an effective date. (Funds from Account #001-1100-515-32-99 - Other Contractual Services/Miscellaneous Planning Consulting)**
- 11. Resolution 2023/006 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the Amendment to the Memorandum of Understanding and Construction Agreement with Florida Power & Light Company ("FPL") for the City to grant two (2) additional easements to FPL for the construction of overhead and underground transmission lines; providing for implementation and an effective date.**
- 12. Resolution 2023/007 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Locally Funded Agreement with the Florida Department of Transportation ("FDOT") to fund the construction of a 12-inch reclaimed water main along SW 10th Street from SW 24th Avenue to SW Natura Boulevard, with the City contribution in a lump sum amount of \$3,871,010.00; providing for implementation and an effective date. (Funds from Account #413-5020-533-60-31 - Improvements Other than Building)**
- 13. Resolution 2023/008 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Locally Funded Agreement with the Florida Department of Transportation ("FDOT") to fund the construction of a 12-inch reclaimed water main along SW 10th Street from Waterways Boulevard to SW 24th Avenue, with the City contribution in a lump sum amount of \$1,727,824.00; providing for implementation and an effective date. (Funds from Account #413-5020-533-60-31 - Improvements Other than Building)**

Items 12 & 13 were discussed together but voted on separately. Thereafter, the Resolution titles were read

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

into the record.

Commissioner Drosky said these two projects, which he previously requested, now relate to the SW 10th Street Connector Project. Originally, these projects were projected to be over \$750 million, and are now around \$500 million, which is a \$250 million savings to FDOT; therefore, he believes some of those savings should be given back to Deerfield Beach. Commissioner Drosky said although he appreciates what FDOT has done and knows that these projects are needed and the City has money for them, he feels more can be done along the way; therefore, he will be voting against these projects.

In response to Vice Mayor Hudak's question, David Santucci, City Manager, replied that the City has the option to not install the pipe at this time, but a later installation date could be more expensive.

In response to Mayor Ganz's question, Mr. Santucci replied that these projects will benefit areas beyond the 10th Street corridor, whereby, as the infrastructure is built out, the City will have the ability to run the reclaimed water for non-potable purposes throughout the City.

Mayor Ganz said getting FDOT to this point is a success and the fact that it will benefit the entire city is a plus; nevertheless, there will be other issues the City encounters during the construction of the SW 10th Street Connector Project, and although he believes these projects are a small victory to the City, he understands Commissioner Drosky's stance.

In response to Commissioner Parness' questions, Mr. Santucci replied that FDOT will pay 50% of the cost, and if the cost increases, FDOT has committed to pay the additional costs. Further, the proposed construction will be in conjunction with the rest of the utility work being done as part of the SW 10th Street Connector Project.

Mayor Ganz opened the public hearing for Items 12 & 13; however, there were none to speak and the public hearing was closed.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Preston, to approve Item 12, adopted Resolution 2023/007. Roll Call:

Yeas: 3 - Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 2 - Commissioner Drosky & Commissioner Parness

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Preston, to approve Item 13, adopted Resolution 2023/008. Roll Call:

Yeas: 3 - Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 2 - Commissioner Drosky & Commissioner Parness

14. Resolution 2023/009 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Amendment 1 to the Maintenance Memorandum of Agreement with the Florida Department of Transportation for the maintenance of improvements associated with the S.W. 10th Street Connector Project; authorizing execution of the Amendment; providing for implementation and an effective date.

15. Resolution 2023/010 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amended and Restated Interlocal Agreement with the Broward Metropolitan Planning Organization and the Cities of Hollywood, Pompano Beach and Plantation for the creation of the Metro Transportation Engineering and Construction Cooperative; authorizing execution; providing for implementation and an effective date.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

- 16. Resolution 2023/011 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting a 12 foot wide utility easement to access and maintain water and sewer utilities related to the property located at 825 South Federal Highway in Deerfield Beach; providing for implementation and an effective date.**

DEPARTMENTAL BUSINESS

- 17. Resolution 2023/012 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing city staff to proceed with processing a land use amendment for the city-owned property located at 555 SW 3rd Avenue to amend the land use from city conservation and county open space to residential medium 16 dwelling units per acre; and providing for an effective date.**
- 18. Resolution 2023/013 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an amendment to the Contract with Leigh Robinson Kerr & Associates, Inc. to provide additional services to facilitate the Land Use Plan Amendment for 555 SW 3rd Avenue in an additional amount not to exceed \$11,500.00; providing for implementation and an effective date. *(Funds from Account #001-1100-515-32-99 - Other Contractual Services/Miscellaneous Planning Consulting)***

Items 17 & 18 were discussed together but voted on separately. Thereafter, the Resolution titles were read into the record.

Eric Power, Director of Planning & Development Services, said the City has owned the 1.36-acre parcel located at 555 SW 3rd Avenue since 1974. The current land use designation is conservation, which is recognized by Broward County as open space. He stated that the site is not a conservation site but is adjacent to the Tivoli Sand Pine Preserve which occurred in 1984. Further, the City intends to amend the land use and once approved, the City will request approval to rezone the property. The proposed land use designation will be residential medium, 16 dwelling units per acre, and the site will most likely be townhomes or villas, not apartments, and could potentially house 25-30 units with the addition of flex units. Mr. Power said if this change occurs, the property will be available for a developer or nonprofit to go through the City's property disposition application process, which allows for the sale or lease of city property. Lastly, Mr. Power said the land use amendment must go to the County for approval, which could take six months and if approved, the property will go through a rezoning process. Thereafter, he displayed an aerial map of the property location.

Continuing, Mr. Power said approval allows planning staff and the consultant to begin work on the County application. Once completed, the item will return to City Commission for 1st Reading, and upon approval, the application will go to Broward County for approval, then will return for 2nd Reading, as well as rezoning. Lastly, upon conversion of the property, the site would be available for property disposition which allows for the sale or lease of city property.

In response to questions posed by the Commission, Mr. Power replied that only the submission of the application to the County is being voted on this evening. Further, he said this item will go before the Planning Council.

Vice Mayor Hudak said affordable housing is essential to the City; therefore, he supports it.

Commissioner Drosky said he is not committed to what is proposed to be built as he wants to hear from the community but will support the submittal of the application.

Mayor Ganz opened the public hearing.

DEPARTMENTAL BUSINESS - CONTINUED

Richard Rosenzweig, 97 Farnham E, Deerfield Beach, spoke in support of affordable housing.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Item 17, adopted Resolution 2023/012. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

Mayor Ganz reopened the public hearing for Items 17 & 18.

Irish Abram, 240 SW 3rd Court, Deerfield Beach, asked for clarification on the notice she received from the City.

Mr. Power advised that Ms. Abram is referring to the B'nai B'rith applications, which were deferred to January 24th.

Mayor Ganz advised Ms. Abram that staff would provide an explanation to her after the meeting; therefore, he closed the public hearing.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Item 18, adopted Resolution 2023/013. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL**CITY ATTORNEY**

Happy New Year - Anthony Soroka, City Attorney, wished everyone a happy new year.

CITY MANAGER

Audio/Visual Upgrades - David Santucci, City Manager, stated that staff will be performing audio/visual system upgrades to the Commission Chambers, which he will discuss with each elected official individually.

19. Update regarding beach nourishment.

David Santucci, City Manager, reminded the Commission that the City is obligated to perform a joint beach renourishment project with the Town of Hillsboro Beach ("Town") as a result of the settlement agreement. Further, he said staff has been working with the Town, as well as the City of Boca Raton ("Boca") on new ways to look at beach renourishment moving forward. Boca has an ebb shoal that collects sand, causing the inlet to get shallow; therefore, dredging is regularly required to assist with boat navigation. During discussions, it was determined that Boca has more sand than what they are able to put into a beach template; therefore, Boca put out a bid for mobilization of the dredge and a pipeline project that will place sand on their beach, Deerfield's beach, and the Town's beach. Mr. Santucci said the line items within the bid will meet the needs of the settlement agreement and the Town is also looking into an extension of the area to go further south.

Continuing, Mr. Santucci said the mobilization cost is approximately \$4 million, and the sand cost is \$13.55/cubic yard; however, to ensure Boca's proposed costs met the City's needs, the City did a separate bid for a truck haul project, which would include the Town, and only one response was received at a total

COMMENTS BY ADMINISTRATION & LEGAL - CONTINUED

cost of \$22 million, which is extremely cost prohibitive. Thereafter, Mr. Santucci provided a brief explanation of the pipeline project and truck haul project, whereby, the pipeline project would be completed quicker, as this must be done by March 31st, at the latest, due to turtle season. Further, he stated that the City would need to enter into an interlocal agreement with Boca to determine how the mobilization costs would be distributed; whereby, each municipality would be looking at a proportional cost share on mobilization as it relates to the amount of sand each municipality places on their beach. Mr. Santucci said the City would also enter into a memorandum of understanding with the Town to accommodate the relationship the City has with Boca. He said these documents will outline how payment will be done; nonetheless, staff has had very positive conversations with both Boca and the Town. Thereafter, he provided a brief overview of the items that will be forthcoming regarding these beach renourishment efforts. Lastly, he stated that the City's estimated total cost will be between \$1 million to \$1.2 million, whereby, \$2.5 million was estimated in the ARP expenditure plan and there may be potential reimbursement from state and federal grants.

In response to Vice Mayor Hudak's question, Mr. Santucci replied that he is unsure how long the pipe will be on Deerfield's beach, but estimated construction time should be established by the next commission meeting.

COMMENTS BY MAYOR & CITY COMMISSION**VICE MAYOR HUDAK****DISTRICT 1**

Credit Card Fees - Vice Mayor Hudak said the credit card fee will be initiated on February 1st and asked for clarification on how it would be applied.

David Santucci, City Manager, stated that the fee would not be applied to in person credit card transactions, but will be applied to payments made through the online system. Further, he said it is a flat fee and encouraged residents to contact customer service for assistance on how to avoid the fees.

COMMISSIONER PRESTON**DISTRICT 2**

Accolades - Commissioner Preston thanked city staff for the outreach and support they provided after the tragedy that occurred at Oveta McKeithen Park on December 28, 2022. Additionally, he thanked BSO for their efforts during the meeting at Johnnie McKeithen Park.

MLK Event - Commissioner Preston invited the community to the Martin Luther King festivities that are taking place on January 14th and 16th.

COMMISSIONER PARNES**DISTRICT 3**

MLK Event - Commissioner Parnes said he will be attending the event on January 14th.

COMMISSIONER DROSKY**DISTRICT 4**

Happy New Year - Commissioner Drosky wished everyone a happy new year.

Villages of Hillsboro Park - Commissioner Drosky said there will be a Brazilian concert on January 28th at noon; thereafter, he thanked the Cultural Committee for the event.

Nina's Place - Commissioner Drosky said he attended the grand opening of Nina's Place at Zion Lutheran on December 7th, which is a food shelter set up to serve families in need. Thereafter, he commented on the efforts they've made to set up this food shelter, and suggested the City showcase those efforts.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED**MAYOR GANZ**

Underwater Camera - Mayor Ganz said although staff was unable to get the new camera up and running, they were able to get the older one up in the meantime.

BSO Substation - Mayor Ganz asked when the facility will be operational to allow for HOA's to host meetings.

Mr. Santucci replied that he is unsure, whereas, during the environmental testing, asbestos was found which must be remediated; nevertheless, he will provide an update once available.

Airbnb's - Mayor Ganz advised that Airbnb is cracking down, whereby, there is a new technology on their app that looks at how long a person is renting, etc. and suggested that when places are being cited or complaints are made, the vacation rental sites need to be made aware.

Migrants - Mayor Ganz commented on the recent event that took place in Fort Lauderdale, and asked that staff have a plan in place, should migrants come ashore.

Speeding - Mayor Ganz said due to issues with speeding, BSO performed a traffic enforcement operation in December, whereby, Tamarac had 145 citations; Oakland Park - 148; North Lauderdale - 282; Parkland - 65; and Deerfield Beach - 741. He commended BSO, but unfortunately, the issuance of citations is not stopping it.

Rickey Ferguson, Jr. - Mayor Ganz said his death is an absolute tragedy and is devastating to his family and those who knew him. Unfortunately, he does not know what can be put in place to prevent that type of tragedy and it should not be reflective of what that park is, what District 2 is or what Deerfield Beach is, as this can happen anywhere.

Apology - Mayor Ganz apologized to staff for the way he handled his frustrations during the December 6th commission meeting.

Happy New Year - Mayor Ganz wished everyone a happy new year.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to adjourn the meeting at 9:37 p.m. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Heather Montemayor, CMC, City Clerk

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD
MEETING OF September 8, 2022 – 6:45 pm
Hillsboro Community Center (50 Technology Drive)
Minutes

1. Call to order/roll call

Chair Lawanna Strowbridge-Called meeting to order at 6:50 PM.

Members Present: Chair Lawanna Strowbridge, District 2
 Vice-Chair Sandra Jackson, District 2
 Annette Mitchell, District 2
 Gloria Docilait, District 3
 Barri McMillion, Mayor

Members Not Present: Diane Chisholm, District 2

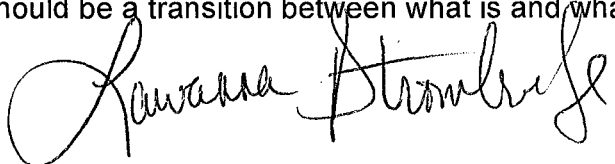
Also Present: Elizabeth Ricci, City of Deerfield Beach
 Carolyn Marshall, City of Deerfield Beach
 Monique Spencer, City of Deerfield Beach
 Attorney Amelia Jadoo, City Attorney's Office

2. Approval of August 11, 2022 Minutes

- A motion was made by Mrs. McMillon and seconded by Mrs. Mitchell to approve the minutes from August 11, 2022. The vote was carried unanimously.

3. MLK 2023

- Mrs. Strowbridge informs the board that after attending the most recent commission meeting, she would not like to move forward with the agenda. Stating that during this meeting, the current board was reviewed and set to sunset on September 30th, with a discussion to review the members. Each commissioner is entitled to appoint two members, and the Mayor will appoint three. She would not like to move forward until the next commission meeting on September 14th for the finalized overview.
- Ms. Jackson's opinion is to wait until the commission finalizes the next step of the board before proceeding with the agenda and events. She is concerned that the board will represent minorities and the community.
- Ms. Docilait is worried that if we do not proceed with planning that it will be another month lost and we will lose time, so she is on the fence.
- Ms. McMillon would like to not continue with the agenda but feels there should be a transition between what is and what will become of the board.

 01/12/2023

- Mrs. Ricci shares with the board that the next commission meeting will be to finalize the ordinance for the new board. The new board is going to be made a permanent board with no sunset date, but we do not know what the makeup will be until after next week. The planning of the banquet will still move forward. Remember that this is also an advisory board, and the city has the final say and all decisions being made.
- Mrs. Mitchell believes we are at standstill until further notice, and the board should be present at the next commission meeting.

i. Event Outline/Logistics

1. Parade?

2. Parade Management company?

ii. Entertainment (Ms. Jackson)

iii. Keynote Speaker (Ms. Chisolm)

iv. Volunteer Information (Mrs. Lawanna)

v. Social/Hospitality

vi. Merchandise/Flyers/Banners (Ms Docilait)

vii. Sponsorship

viii. Advertisement

4. Black Heritage Banquet (Ms. McMillon)

i. Event Outline

ii. Venue

iii. Keynote Speaker

iv. Logistics

v. Sponsorships

vi. Advertisement

5. New Business /Proposals

6. Comments from Chair & Vice Chair

7. Comments from Board

8. Comments from Staff

9. Comments from Public

10. Next Meeting: *October 13, 2022*

11. Adjournment

- A motion was made by Ms. McMillon and seconded by Ms. Jackson to adjourn the meeting. The vote was carried unanimously.

D

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

December 13, 2022

Eugene Steinfeld

Presiding

Special Magistrate Eugene Steinfeld in the City Commission Room called the meeting to order at 9:30 AM.

PRESENT: Lenore Graber, Code Compliance Manager
Jean Placide, Code Compliance Inspector
Silvio Baca, Code Compliance Manager
Sonya Lowe, Code Compliance Inspector
Josh Stambaugh, Code Compliance Inspector
Maritza Martinez, Special Magistrate Clerk

For the record, Winlett Jordan- Banton, Special Magistrate Clerk swore the attendees.

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
3	22090193	DEERFIELD BEACH HISTORICAL SOCIETY INC	380 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 46 - OFFENSES Section 46-14. - Same—Encroaching on property of others	RESPONDENT WAS PRESENT- BILL MUENWENMAIR, TIMOTHY EGAN CONTINUED TO 1/10/2023
4	22100011	WEARCHECK LUBRICATION SERVICES LLC	637 JIM MORAN BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- GINGER HOLLIDAY FINAL ORDER ISSUED COMPLY BY 3/3/2023 \$100 PER DAY \$80 PROSECUTION COST
6	22100021	HILLSBORO COMMERCE PARK LLC	232 SW 12 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS – ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT CONTINUED TO 1/10/2023
7	22100022	FYR SFR BORROWER LLC %HAVENBROOK HOMES	1280 SW 10 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56(1)(L). - Prohibitions relative to stopping, standing or parking in specific places. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	COMPLY BY 1/6/2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
8	22100032	RESIDENCE DE PROVENCE HOMEOWNERS ASSN INC	884 SE 19 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- LISA FELTRINELLI FINAL ORDER ISSUED COMPLY BY 1/6/2023 \$100 PER DAY \$80 PROSECUTION COST

9	22100002	FITZ-HALL INC	4251 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K)(14)(b) - Landscape Requirements.	RESPONDENT WAS PRESENT- CARL JOHNSON CONTINUED TO 2/7/2023
10	22110001	LAVISH CORPORATE HOLDINGS LLC	850 SE 7 ST, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- ASHLEY ZACKERY FINAL ORDER ISSUED COMPLY BY 1/6/2023

				ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	\$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
11	22110015	HOUSE COMPANY LLC	1100 S FEDERAL HWY, UNIT 1, DEERFIELD BEACH, FL 3344	Chapter 102 – SIGNS Section 102-7. (15)- Certain sign or sign structures prohibited. Chapter 102 – SIGNS Section 102-7.(24) - Certain sign or sign structures prohibited.	RESPONDENT WAS PRESENT- FRANCISCO ORTIZ CASE DISMISSED
12	22110016	SAINT LEGER,GEORGES	4901 NE 9 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 6. - PARKING OF BOATS, BUSES, TRAILERS, RECREATIONAL VEHICLES, MOTOR HOMES AND SIMILAR VEHICLES; Sec. 66-120(2). - Permissive parking Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 1/6/2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
13	22090196	AJZ PROPERTIES LLC	1151 S POWERLINE RD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT EXTENDED TO 1/6/2023

14	22090198	3275 WEST HILLSBORO PLAZA REALTY LLC	3275 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 12/9/2022 FOR \$135 PER DAY \$80 PROSECUTION COST
15	22090199	2201 REALTY LLC	2215 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 1/6/2023
16	22100001	CIRCLE K STORES INC % PROPERTY TAX DEPT	4791 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
17	22090191	TARGET CORP % TARGET CORPORATION T2092	3599 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 18 - BUSINESSES ARTICLE I. - IN GENERAL Section 18-7 - Shopping cart, on-site retention.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 12/1/2022 FOR \$185 PER DAY PER VIOLATION
19	22090131	SPIRIT SPE PORTFOLIO 2004-6 LLC	233 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FINES IMPOSED AS OF 12/9/2022 FOR \$250 PER DAY
20	22090133	BROWARD MEDICAL CENTER PA	824 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 11/30/2022 FOR \$100 PER DAY PER VIOLATION
21	22080126	CRYSTAL LAKE COMMERCE CENTER LLC	4250 N POWERLINE RD, DEERFIELD BEACH, FL 33073	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- GEORGE FERRELL EXTENDED TO 1/6/2023
22	22080178	FRANCESCO L LO FRIA REV LIV TR AUDENZIA LO FRIA REV LIV TR ETAL	231 SE 1 TER, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT EXTENDED TO 1/6/2023
24	22090110	REALTY INCOME PROPERTIES INC ATTN: PM DEPT 1058	3801 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 78 - COMMUNITY APPEARANCE BOARD Section 78-5. - Submission of plans and specifications. Community Appearance Board Requirement	RESPONDENT NOT PRESENT EXTENDED TO 1/6/2023

25	22070019	BPREP DEERFIELD PARK LLC %BROOKFIELD PROPERTY GROUP	674 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS PRESENT- CRAIG EDELMAN EXTENDED TO 2/3/2023
26	22090111	LJB1 LLC %NEAL PROPERTY MANAGEMENT	3825 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 102 – SIGNS Section 102-5.(b) – Permits Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- DARYL CAPPILLO FINAL ORDER ISSUED COMPLY BY 2/3/2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
27	22050077	CENCLUB HOA, INC. C/O CENTURY VILLAGE CLUBHOUSE	2400 CENTURY BLVD, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
28	22060007	TRAIL PLAZA LLC	1801 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- DONALD ANDERSON EXTENDED TO 1/6/2023 FINAL EXTENSION
29	22060046	E Y M CORP	3272 W HILLSBORO BLVD, UNIT A, DEERFIELD BEACH, FL 33442 A	Chapter 102 – SIGNS Section 102-14.(c) - Maintenance, violations, enforcement and remedies. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 12/9/2022 FOR \$100 PER DAY PER VIOLATION

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
30	22080163	SHOON PROPERTIES LLC	261 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 102 – SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec. 98-105. - Outdoor seating.	RESPONDENT WAS PRESENT- ZAREH TIRINKIAN EXTENDED TO 2/3/2023 FINAL EXTENSION
32	22100015	TIDEWATER ESTATES CO-OP INC	1102 TIDEWATER WAY, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- RONALD BEVACQUA CASE DISMISSED
33	22100044	AGUIAR & MANSUR LLC	606 SW NATURA BLVD, UNIT 301, DEERFIELD BEACH, FL 33441 301	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 1/10/2023
35	22100036	VELASQUEZ,JAIME VELASQUEZ,SANDRA	135 NW 41 CT, UNIT 15, DEERFIELD BEACH, FL 33064 15	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING ; Sec. 94-7. (d)- Minimum standards for maintenance of premises. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- SANDRA VELASQUEZ EXTENDED TO 1/6/2023

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
38	22090187	EUCEDA,DINIA ARGUETA JUAREZ,LUIS HENRIQUEZ	1417 S DEERFIELD AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 1/10/2023
39	22080108	DILLON PARTNERSHIP LTD % GAYLE CEPEDA	612 NE 20 AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 12/9/2022 FOR \$250 PER DAY PER VIOLATION
40	22080115	ROJAS,MARIA	3961 NW 9 AVE, UNIT 1, DEERFIELD BEACH, FL 33064 1	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 12/9/2022 FOR \$250 PER DAY
42	22090105	BLOCK,AMBER	4721 NW 3 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 12/9/2022 FOR \$100 PER DAY
43	22090188	GROSSO, CHRISTOPHER	243 DURHAM F, DEERFIELD BEACH, FL 33442	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (k) (1) - Minimum standards for interior of structures.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 11/30/2022 FOR \$100 PER DAY
44	22110018	SPARKS,PHILLIP	137 NW 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 38 - FINANCE AND TAXATION	RESPONDENT NOT PRESENT CONTINUED TO 1/10/2023

				Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec. 98-103 (8)(a) - Reasonable accommodation procedures. Unrelated in Single Family Dwelling Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
45	22110019	AGAPE WORSHIP CENTER INC	630 NE 40 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- BSO DEPUTY BUDNEY FINAL ORDER ISSUED COMPLY BY 12/27/2022 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec. 98-103 (8)(a) - Reasonable accommodation procedures. Unrelated in Single Family Dwelling Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
46	22090148	SCHAFER,ALAN	717 SE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 1/6/2023 \$100 PER DAY \$80 PROSECUTION COST

48	22100009	DOLL,WILLIAM J	1945 NE 4 ST, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (1) - General interior maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (2) (a) - General interior maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (3) (b) - General interior maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (4) (b) - General interior maintenance requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 11/30/2022 FOR \$100 PER DAY PER VIOLATION
49	22100024	FIGUEROA, MITCHELL FLOWERS, NICOLE	956 SE 15 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 1/6/2023 \$100 PER DAY \$80 PROSECUTION COST
56	22110004	LCR 2009 NE 2ND LLC	2009 NE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 46 – OFFENSES Section 46-13 - Trees, bushes and shrubs—Encroaching on public right-of- way	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 12/9/2022 FOR \$150 PER DAY
57	22090158	LAMAR ,LATRICE & LAMAR,ROBERT	178 SW 3 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- LATRICE LAMAR

				ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	EXTENDED TO 1/6/2023
58	22090124	FYR SFR BORROWER LLC %HAVENBROOK HOMES	241 NE 45 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 12/9/2022 FOR \$150 PER DAY PER VIOLATION
59	22090129	NARIMISA,CYRUS MICHELE ISSA REV TR	1310 SW 11 AVE, UNIT A-B, DEERFIELD BEACH, FL 33441 A-B	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 11/30/2022 FOR \$150 PER DAY
61	22090189	INDEPENDENCE BAY COMMUNITY ASSN INC	CONGRESSIONAL WAY, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT NOT PRESENT CONTINUED TO 1/10/2023
63	22110029	DISCOUNT AUTO PARTS INC % ADVANCE STORES CO INC #9188	3420 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 58 - SOLID WASTE Article I, Solid Waste: 58-83 (c) (3)-General service Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION Section 58-83.(a) - Refuse containers, contents and collection schedule.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED

A	21090105	SOUTHERN COAST ENTERPRISES	273 NW 1 ST, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
B	19120084	TORTORICI,SERAFINA LE CANTAZARO,PELLEGRINO LE ETAL	3039 HARWOOD D, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- SARAFINA TORTORICI FINES MITIGATED FOR \$1,080 TO BE PAID BY 2/7/2023
C	22020108	SWAY 2014-1 BORROWER LLC	285 NW 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- JULIE HNDS FINES MITIGATED FOR \$4,580 TO BE PAID BY 2/7/2023

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS – ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	
D	22070032	THE HOLDINGS OF R J SEEDS LLC	170 SE 2 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT WAS PRESENT- ROBIN JULIEN FINES MITIGATED FOR \$3,580 TO BE PAID BY 6/13/2023
E	22080134	FKH SFR PROPCO B-HLD LP %FIRST KEY HOMES LLC	601 SW 14 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- ATTORNEY KEVIN DIAZ

					FINES MITIGATED FOR \$6,880 TO BE PAID BY 2/7/2023
F	21030049	CERBERUS SFR HOLDINGS LP	601 SW 14 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ATTORNEY KEVIN DIAZ FINES MITIGATED FOR \$4,580 TO BE PAID BY 2/7/2023
G	02-0346	ESTATE OF THELMA J HINDS	110 NE 6 CT. DEERFIELD BEACH, FL 33441	34-91- INOPERATIVE VEHICLE-PARKING	RESPONDENT WAS PRESENT- ATTORNEY BLAKE HARMON FINES MITIGATED FOR \$7,580 TO BE PAID BY 3/7/2023 FOR ALL CASES
H	02-3642, 0399, 13-2512	ESTATE OF THELMA J HINDS	110 NE 6 CT. DEERFIELD BEACH, FL 33441	34-91- INOPERATIVE VEHICLE-PARKING	RESPONDENT WAS PRESENT- ATTORNEY BLAKE HARMON FINES MITIGATED FOR \$7,580 TO BE PAID BY 3/7/2023 FOR ALL CASES

I	20090042	ESTATE OF THELMA J HINDS	110 NE 6 CT. DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS PRESENT- ATTORNEY BLAKE HARMON FINES MITIGATED FOR \$7,580 TO BE PAID BY 3/7/2023 FOR ALL CASES

SPECIAL MAGISTRATE MINUTES

CITY OF DEERFIELD BEACH, FLORIDA



Eugene Steinfeld, Special Magistrate

1/12/2023

Date

**City of Deerfield Beach
MARINE ADVISORY BOARD MINUTES
October 20, 2022**

The meeting was called to order on the above date by Chair Hendrickson at 6:00 p.m. The following board members were in attendance:

Voting

- Chair Hendrickson
- Mr. Nass
- Ms. Ramon
- Mr. Streather

Also in attendance: Patrick Bardes, Coastal & Waterway Coordinator, and Amelia Jadoo, Assistant City Attorney

Not in attendance: Mr. Chapman, Mr. Bonner

PUBLIC INPUT

None.

APPROVAL OF AGENDA

Motion was made by Mr. Streather, seconded by Mr. Nass, to approve the agenda as submitted. The motion CARRIED by unanimous vote.

APPROVAL OF MINUTES

Motion was made by Mr. Streather, seconded by Ms. Ramon, to approve the August 18, 2022 minutes as submitted. The motion CARRIED by unanimous vote.

NEW BUSINESS

A. Priority List Review

The priority list was displayed for the Board's review. Thereafter, Chair Hendrickson read each priority item.

- 1. Continue to reduce litter on the beach, waterways, and pier by conducting frequent beach and waterway cleanup events.*
- 2. Coordinate with City staff for an update on the Beach Ambassadors Program Implementation.*
- 3. Continue educational initiatives regarding native dune vegetation while encouraging further dune restoration.*

4. Continue to promote the City's artificial reefs as nautical destinations and explore feasibility for potential partnerships for reef-related research.

5. Promote and maintain safe waterways by monitoring/replacing existing signage, educating marinas, and adding additional signage where possible.

6. Work with City Staff to host a child friendly event combines with a Safe Boating event aimed at providing vessel safety checks at Sullivan Park.

Patrick Bardes, Coastal & Waterway Coordinator, provided updates on the priority list. Regarding Item 1, the City sponsors four (4) large scale beach cleanup events and supports almost one hundred small scale cleanup events where supplies and materials are provided in return for data on how much litter was collected.

Additionally, Mr. Bardes addressed Item 2, advising the Beach Ambassador Program supervisor has been hired, and he will be setting up a meeting with her and request that she come to a future meeting.

Mr. Nass suggested creating an information center at Sullivan Park.

Mr. Bardes advised he will speak with the Community Redevelopment Agency, as they are in charge of that property.

Discussion ensued regarding the necessity of a visitor's center.

Mr. Nass requested dredging the water surrounding Sullivan Park be addressed in Item 5 to increase the safety of landings.

Mr. Bardes advised the water surrounding Sullivan Park falls under federal jurisdiction. Pioneer Park was dredged a few years ago, but there are no plans for any future dredging.

Thereafter, Mr. Bardes provided an update regarding Item 3. He advised the City has partnered with two (2) companies to perform dune maintenance events where invasive species will be removed from existing dunes with the goal of encouraging the Commission and City Manager to extend the dune restoration program.

In regards to Item 4, Mr. Bardes advised he is continuing to work with the County to put together a partnership with the City to create a new artificial reef.

Motion was made by Ms. Ramon, seconded by Mr. Streather to approve the priority list and provide to the City Manager as submitted. The motion CARRIED by unanimous vote.

B. Special Event Application Review – Presented by Sacha Ramon

Ms. Ramon provided a special event application for the Board to host a child friendly

event at Sullivan Park.

Patrick Bardes, Coastal & Waterway Coordinator, advised that he spoke with the superintendent of Special Events about hosting an event in the new fiscal year. Wherein, she noted the large number of events planned for the year and suggested the Board attach themselves to another City event. She also suggested setting up an educational tent at Movies in the Park in December or the Kiwanis Family Fun Day Barbeque, which is a large-scale family friendly event.

Ms. Ramon said both events are a great starting point. She suggested starting Movies in the Park an hour earlier to allow for residents to interact with the booth prior to the movie.

Chair Hendrickson said the Kiwanis Family Fun Day Barbeque may reach more residents as it is an all-day event. The Board could provide vessel safety checks and marine related activities for the event.

Mr. Bardes said he will advise the Superintendent of Special Events of the Board's interest in partnering with the Kiwanis event. He reiterated the necessity to co-sponsor an event due to budgetary and logistical restraints.

C. Hurricane Ian and Deerfield Beach's Resiliency Discussion

Patrick Bardes, Coastal & Waterway Coordinator, advised that upon Ms. Ramon's request following the hurricane damage on the West Coast, he researched the City's resiliency plan. Additionally, he applied for a grant for a tri-county area study on the vulnerability of barrier islands.

Thereafter, Mr. Bardes cited the Comprehensive Beach Management Plan, which contain models of different storm impacts on the City's coastline; whereby, the models were based on the results of extensive surveying of the beach.

Mr. Bardes then provided the Stormwater and Flood Resiliency Master Plan, stating it addressed possible inland storm impacts, coastal flooding impacts and outfalls for the entire City. Plans are outlined for major projects in each district to combat localized flooding issues.

Discussion ensued regarding possible flood areas in the City and how to increase awareness about the necessity for flood insurance.

Mr. Bardes advised he will look into an annual Marine Advisory Board summit with surrounding cities to discuss hurricane preparedness.

BOARD MEMBER COMMENTS

None.

ADJOURNMENT

Motion was made by Mr. Nass, seconded by Mr. Streather, to adjourn the meeting at 6:51 p.m. The motion CARRIED by unanimous vote.

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
January 11, 2023**

A regular meeting of the Community Appearance Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:00 p.m. in the City Commission Chambers, Deerfield Beach, by Vice Chair Glunt.

Roll call:

Present: Harry Belton, Chair - Tardy
Terrance Glunt, Vice Chair
Tinka Ellington
Jack Hugentugler
Mark Damiano, Alternate

Also Present: Anthony Soroka, City Attorney
Christopher Suneson, Assistant Director of Planning and Development Services
Bonnie Jacobson, Senior Planner
Rafaela Thermidor, Planner
Tracy Britten, Administrative Support Specialist

Absent: Patrick Morris

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Hugentugler made a motion, seconded by Mr. Damiano to approve the October 26, 2022 meeting minutes as submitted. The motion CARRIED by unanimous vote.

Chair Belton was not present.

NEW ITEMS

**#7041 The Lakes of Deerfield Apartments
 1100 S Military Trail
 Roof Color Change**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

Chair Belton arrived at 7:02 p.m.

The applicant provided a sample of the proposed new tile for a complete re-roof. The tile color will change from Terracotta to Sterling.

Mr. Damiano made a motion, seconded by Ms. Ellington to approve Item #7041 as submitted. The motion CARRIED by unanimous vote.

**#7040 Sage Dental in The Cove
313 SE 15th Terrace
Building Pain Change**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

The applicant provided renderings of the proposed paint change to include Maui Mist for the building and Mint Condition for the windows and door trim.

Vice Chair Glunt made a motion, seconded by Ms. Ellington to approve Item #7040 as submitted. The motion CARRIED by unanimous vote.

**#7042 316-328 E Hillsboro Boulevard
Building Paint Change**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

Christopher Suneson, Assistant Director of Planning and Development Services, advised the applicant was not in attendance to present the application, but asked that the Board review the proposed paint changes due to the application stemming from a code violation for painting without a permit.

Additionally, Mr. Suneson explained that the applicant previously expressed that the paint change was a refresh of the original colors due to the faded appearance of the building. He estimated that the building had not been painted in over ten years.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to defer Item #7042 to the next meeting so that the applicant may be in attendance. The motion CARRIED by unanimous vote.

**#7044 Trail Plaza
1801-1919 W Hillsboro Boulevard
Master Sign Plan**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

Glen Welden, applicant, provided digital renderings of the proposed master sign plan. The investors have made major renovations to the plaza and are paying for all of the signage to be replaced at no cost to the tenants. A standard default letter style will be offered to tenants that do not have a trademarked name. Default specifications will include a brushed silver color for the letter return and trim caps with the raceways painted to match the building façade regardless of a business' trademark. The default sign colors will be white, red or black. Green was initially included in the default color palette but was removed at Staff's suggestion.

Furthermore, Mr. Welden said the two monument signs will have an aluminum background with only the lettering being lit up. One monument sign will face Hillsboro Boulevard, and the other will face Military Trail. Vehicular directional signs will be strategically placed due to the size of the

plaza and will be 24 inches tall and 12 inches wide. All lettering will be the same color and style.

Continuing, Mr. Welden advised that under canopy signs will have uniform sizing, frames and white backgrounds with freedom given to the tenants to choose the graphics displayed. Tenant window graphics will be limited to City code ordinances.

Ms. Jacobson advised that Staff suggested using different sign colors from their other plazas to avoid them all looking the same throughout the City, but to match the color of the building.

Mr. Hugentugler made a motion, seconded by Vice Chair Glunt to approve Item #7044 with the stipulation of adding green to the default sign color palette. The motion CARRIED by unanimous vote.

**#7043 People's Trust Awning
18 People's Trust Way
Minor Site Plan**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

Liz Hussey, applicant, advised that two new carport awnings will be installed in the parking lot identical to the existing carports on the north side of the building.

Vice Chair Glunt made a motion, seconded by Ms. Ellington to approve Item #7043 as submitted. The motion CARRIED by unanimous vote.

**#7045 Exxon-Rebel
255 W Sample Road
Minor Site Plan**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

Jimmy Simon, applicant, advised that the property is rebranding from a Speedway to Exxon gas station. Structures will remain the same while imaging, canopies, logos and signage will be updated. The signage and fascia will be ExxonMobile Red; Eggshell White for the columns; and Extra White for the building. The green accents are existing. The pole sign will be changed to a monument sign and moved back to be within the required ten-foot setback.

Mr. Hugentugler made a motion, seconded by Ms. Ellington to approve Item #7045 as submitted. The motion CARRIED by unanimous vote.

**#7046 710 Hillsboro Holdings LLC
710 E Hillsboro Boulevard
Minor Site Plan**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps. The building is located in a zoning district that has code restrictions and requires commercial buildings and signage

to have a more residential appearance.

Chris Fernandez, applicant, provided digital renderings of the proposed modifications to a single-tenant office building. All new impact windows will be installed. In order to bring more warmth to the building, bronze framing will be installed around the windows along with awnings and shutters. Horizontal limestone bandings will wrap around the bottom of the north and east side of the building, and a matching smooth stucco will cover the back which is mostly covered by hedges.

Additionally, Mr. Fernandez said the roof will be replaced due to disrepair and will be in the color Royal Palm. A five-foot white aluminum fence is also being proposed on the side of the building facing Hillsboro Boulevard to align with the neighboring fence with clusia hedges alongside.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve Item #7046 as submitted. The motion CARRIED by unanimous vote.

**#7047 Island Estates
325 NE 20th Avenue
Major Site Plan**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

Dwayne Dickerson, applicant's representative, said the proposed plan entails demolishing a single-story, three-unit apartment building to develop four two-story townhomes with roof decks on the quarter acre lot. The smallest unit will be just under 1,400 square feet, the largest just over 1,700.

Discussion ensued regarding the location of the proposed decorative stone finishings on the south elevation and discrepancies in the application package compared to what was being presented.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to defer Item #7047 to the next meeting so the applicant can make changes to the plans for the south elevation. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

Christopher Suneson, Assistant Director of Planning and Development Services, explained that the number of applications on the agenda was due to the cancellation of the meetings in November and December. He asked that the Board confirm via email if they will be able to attend the next meeting.

ADJOURNMENT

Chair Belton adjourned the meeting at 8:38 p.m.

Harry Belton, Chair
Community Appearance Board

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, November 21, 2022
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

Chair Denise Bryan
Vice-Chair Laurence Gore
Commissioner Scott Loesel
Commissioner Mohamed “Mo” Tarifi
Commissioner Randy Strauss
Commissioner Robert O’Neill

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota Helfman
Cole & Bierman, P.L.
Captain Woodworth R. Draughon III
Assistant Captain, Alexander Cuevas
District Accountant Robert Andrews
Kimberly Longo, District Secretary
Ryan W. Hudak, Assistant General Counsel, Weiss Serota
Helfman Cole & Bierman, P.L.

QUORUM PRESENT: The Secretary called the roll and established a quorum for the regular meeting. The meeting was called to order by Chair Bryan at 6:30 P.M.

APPROVAL OF MINUTES: A Motion to approve the October 17, 2022 Regular Meeting Minutes was made by Vice-Chair Gore and seconded by Commissioner Loesel.

Chair Bryan	Yes
Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O’Neill	Yes

The Motion to approve the Regular Meeting Minutes was approved unanimously. (6-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Vice-Chair Gore and seconded by Commissioner Loesel for approval of all outstanding bills in the amount of \$131,171.10. The bills were reviewed and discussed in detail.

Chair Bryan	Yes
Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O’Neill	Yes

The Motion to approve the outstanding bills was approved unanimously. (6-0)

APPROVAL OF CURRENT MONTH'S EXPENSES: Motion was made by Vice-Chair Gore and seconded by Commissioner Loesel to approve current month's expenses of approximately \$40,000.00.

Chair Bryan	Yes
Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes

The Motion to approve the current month's expenses was approved unanimously. (6-0)

DREDGE LOG: Captain Draughon advised the Board no depth chart due to weather. There was 38.5 hours of dredging time, resulting in about 17,325 yd³ of sand bypassed to Pompano Beach. Captain Draughon also advised there was 8 hours of dredging time outside the channel next to the sand trap, resulting in 3,600 yd³. The beaches look good.

INLET STATUS REPORT: Captain Draughon advised the Board that the crew performed general maintenance. Captain Draughon also advised that the crew also performed the following:

1. General maintenance to the dredge and yard; and
2. Performed preventive maintenance

Captain Draughon advised that the winch will hopefully be ready in April, 2023. The barge pontoons should be under construction in about 3 weeks, and then take about eight weeks to construct.

PUBLIC COMMENTS: No public comments.

NEW BUSINESS

RESOLUTION NO. 2022-05 – ADDITIONAL COMPENSATION FOR EMPLOYEES:

Resolution No. 2022-05 was read into the record by General Counsel, David Tolces as follows:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HILLSBORO INLET DISTRICT, FLORIDA, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, AUTHORIZING EXTRA COMPENSATION TO BE PAID TO HILLSBORO INLET DISTRICT EMPLOYEES FOR EXEMPLARY PERFORMANCE DURING THE 2022 CALENDAR YEAR; PROVIDING SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Vice-Chair Gore and seconded by Commissioner Loesel to approve Resolution No. 2022-05 (Additional Compensation for Employees).

Chair Bryan	Yes
Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes

The Motion to approve Resolution No. 2022-05 was approved unanimously. (6-0)

PROPOSED 2023 MEETING DATES: The Board discussed the 2023 proposed meeting dates. Motion was made by Vice-Chair Gore and seconded by Commissioner Loesel to approve the 2023 meeting dates.

Chair Bryan	Yes
Commissioner Loesel	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes

The motion to approve the 2023 meeting dates was approved unanimously. (6-0)

DECEMBER MEETING: The Board discussed cancelling the December meeting due to the Christmas holiday that week. Motion was made by Commissioner Strauss and seconded by Commissioner Loesel to cancel the December meeting.

Chair Bryan	Yes
Commissioner Loesel	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes

The motion to approve the cancellation of the December meeting was approved unanimously. (6-0)

OLD BUSINESS

GENERAL COUNSEL COMMENTS: Attorney Tolces advised the Board that the City of Lighthouse Point appointed a new Commissioner, Max J. Turner. He advised that he will be meeting with Commissioner Turner next week.

Attorney Tolces spoke to Commissioner Chappell and advised that Commissioner Chappell was out of town for the Thanksgiving holiday. He inquired about the buoys. Attorney Tolces advised that the District is in the permitting process for the buoys. Everything is going smoothly. The District received the letter from the DEP. The District is still waiting on the approval from the Army Corp of Engineers, the County and the Florida Fish and Wildlife Conservation Commission. One question that has come up is whether or not the District needs to go out for an RFP for the construction of the buoys. The District is trying to get an estimate of what the cost could be for the installation of the buoys.

COMMISSIONER COMMENTS: Chair Bryan discussed the expense of an RFP and talked about how the District can approach the buoy situation. The Board discussed the potential costs for the District to install the buoys.

ADJOURNMENT: Motion was made by Commissioner O'Neill to adjourn the meeting and seconded by Commissioner Loesel. The meeting was adjourned at 6:53 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary



Regular City Commission Meeting - February 7, 2023

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, February 7, 2023, at 7:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the City Commission will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The February 7, 2023, Regular City Commission meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items. A copy of the agenda for the February 7, 2023 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the City Commission Meeting:

This meeting will be broadcast live for members of the public. There are several options available to the public to attend/view the meeting:

- 1. In Person Attendance.** Attend in person in the City Commission Chambers.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on February 7, 2023.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/83126404890?pwd=d1RFVzIDdGxHTUE5eHozcFRYMGJvdz09>
 - ii. The video camera display feature is disabled for public use
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 831 2640 4890#, Participant ID: #, Passcode: 017908#

For more information on using Zoom, please visit Zoom Support at the following link:
<https://support.zoom.us/hc/en-us>.

3. YouTube

The meeting will also be available to the public via YouTube for audio and video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no later than 6:45 PM on February 7, 2023, and can be found by clicking the camera icon in the Media column at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

1. **In person** - Public comment may be given in the Commission Chambers during the applicable public comment portion of the meeting.
2. **Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click “raise hand” on the bottom of the “participants” tab, and your audio will be unmuted when you are recognized.
3. **Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to “raise your hand” and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk’s Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1692

Agenda Date: 2/7/2023

Status: AWARDS & RECOGNITION

In Control: City Commission

Title

Presentation of the 2022 Smart Growth Excellence Award to the City of Deerfield Beach for the Tactical Project: NE 3 Avenue "Make Broward Better at Tedder."

Current Activity

The Smart Growth Partnership presented the City and BMPO with the Smart Growth Excellence Award and highlighted this tactical urbanism project at the Annual Event on January 19, 2023. This project was chosen as an illustration of how to include smart growth principles in the planning and development of our existing communities, protect the environment, provide economic opportunities, and create sustainable communities. This quick build approach to NE 3 Avenue integrated the community in the planning, design, and construction of these improvements to improve safety for people of all ages and abilities, balancing the needs of different transportation modes, and supporting local land uses and economies.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1687

Agenda Date: 2/7/2023

Status: CONSENT - BOARD
APPOINTMENT

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Lisbeth Linert as a regular member to the Deerfield Beach Education Advisory Board to fulfill an unexpired term; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Education Advisory Board (the "Board") was created in 2017 to participate in information exchange and serve as a liaison between the schools, the community, and the City Commission. The Board consists of five members, and each elected official appoints one member to the Board.

Current Activity

On December 7, 2022, Katherine Brighton resigned from the Board, creating a vacancy. Lisbeth Linert has expressed an interest in serving on the Board and has been nominated by Commissioner Drosky to fulfill the vacancy. Upon approval of this appointment, the Board will have no vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPOINTING LISBETH LINERT AS A REGULAR MEMBER TO THE DEERFIELD BEACH EDUCATION ADVISORY BOARD TO FULFILL AN UNEXPIRED TERM; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in accordance with City of Deerfield Beach City Code Sections 2-205 and 2-206, the Deerfield Beach Education Advisory Board (the “Board”) is comprised of five regular members, each of whom are appointed by the City Commission and serve at the pleasure of the City Commission for terms that expire on May 15th of the year that the term of the appointing Commissioner/Mayor expires; and

WHEREAS, on December 7, 2022, Katherine Brighton resigned from the Board, creating a vacancy on the Board; and

WHEREAS, Lisbeth Linert has expressed an interest in serving on the Board; and

WHEREAS, City Staff confirmed Lisbeth Linert meets the qualifications to serve on the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby appoints Lisbeth Linert to serve as a regular member of the Education Advisory Board for the City of Deerfield Beach, commencing on February 7, 2023 and ending on May 15, 2025.

Section 3. That the appointee shall serve without compensation and is not required to file a financial disclosure statement.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 7TH DAY OF FEBRUARY, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: January 20, 2023

The attached application from Lisbeth Linert for the

Education Advisory Board

has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

☒ Regular Member

☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

Signature:

Date:

Appointing
Elected Official:

- ☐ Mayor Bill Ganz
- ☐ Vice Mayor Michael Hudak
- ☐ Commissioner Ben Preston
- ☐ Commissioner Bernie Parness
- ☒ Commissioner Todd Drosky

**CITY OF DEERFIELD BEACH
RECEIVED**

JAN 24 2023

CITY CLERK'S OFFICE

Please return to City Administration for processing.



City of Deerfield Beach Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Education Advisory Board

Are you willing to be considered for an alternate Board or Committee? Yes ☒ No ☐

Name Lisbeth Linert

Address 4043 NW 4th Ct

City Deerfield Beach State Zip 33442

I reside in District # (can be found on back of your Voter Registration Card) 4

Year- Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone (954) 831-9843 Work/Mobile Phone (305) 968-7834

E-mail llinert@meteorededucation.com

Employer Meteor Education

Address 690 NE 23rd Ave, Gainesville, FL 32609

Occupation (if retired, please indicate and list former occupation) Business Development

Please list any governmental Advisory Boards or Committees on which you currently serve:

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

B.S. in Interior Design, M.A. in Interior Design

Professional: Certification(s)

NCIDQ, RID

Knowledge: Training, interest or experience

I am an interior designer by trade who has worked to create instructionally sound learning environments that positively affect the way student learn. I have experience as an educator initially as substitute teacher for Broward County Schools and later as an adjunct professor for several area private and public colleges. I currently work for a company that specializes in creating ProSocial learning environments that accelerates student learning and trains educators how to utilize the classroom and its interior components as a tool for learning.

Community Involvement: List organizations/positions

Association for Learning Environments (A4LE) - Director of Communications & Programming for the

Organizations: Memberships

Association for Learning Environments (A4LE), Florida Education Facilities Planners Association (FEFPA), International Interior Designers Association (IIDA).

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:



Date: 01/18/23

Print Name: Lisbeth Linert

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



EDUCATION ADVISORY BOARD

Creating Authority:

Ordinance No. 2017/020

Method of Appointment:

Ordinance No. 2017/020 – Five (5) Regular Members

Qualifications:

All members of the Board shall reside within the City of Deerfield Beach

All members of the Board shall be current or former educators or parents/guardians of current students

Financial Disclosure:

None

Compensation:

None

Liaison:

Jonathan Salas, Director of Community Services, (954) 480-4464

Meeting Dates:

1st Wednesday of the month at 7:00 p.m. at the Hillsboro Community Center

Functions and Responsibilities:

The Education Advisory Board shall participate in information exchange via newsletters and principals' offices with the administration of each school, serve as liaison between the schools, the community and the City Commission.

The Board also coordinates the activities of the City with those activities of local schools, colleges and universities in order to promote educational opportunities for residents of the City and promote programs and community involvement relating to education. With permission from the Mayor, the Chair can meet with members of the Broward County School Board on behalf of the Commission.

Name Regular Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Dorothy Plaut (Mayor)	Dorothy Plaut 3920 NW 4th Court Deerfield Beach, FL 33442	954-254-2032	MENDES	2021/150	10/19/21	05/15/25
Michael Lubin (District 1)	16 Little Harbor Way Deerfield Beach, FL 33441	954-415-6812	NEW	2019/050	05/16/19	05/15/23
Gwyndolen Clarke - Reed (District 2)	1430 SW 6 th Way Deerfield Beach, FL 33441	480-9340 856-9798 (C)	SELF	2019/050	05/16/19	05/15/23
Karen Shelly (District 3)	190 Durham D Deerfield Beach, FL 33442	561-350-2572	SELF	2021/065	05/04/21	05/15/25
VACANT (District 4)			BRIGHTON			05/15/25



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1695

Agenda Date: 2/7/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a public art challenge grant application to Bloomberg Philanthropies for a public art project in collaboration with Art4Hope; authorizing in-kind services as matching funds if the grant funds are awarded; authorizing execution of a grant agreement, if awarded; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach was notified of an opportunity to apply for the Bloomberg Philanthropies Grant Opportunity for U.S. Cities. The grant criteria have mission alignment with the conversations the Public Art Committee and members of the community have had about using public art to address community issues. Cities with 30,000 or more residents may submit proposals for projects that demonstrate a close partnership between artists, arts organizations, and city government, with selected cities receiving up to \$1 million.

The Bloomberg Philanthropies Public Art Challenge encourages mayors to partner with artists, elevating the value of including the creative sector when developing solutions to significant urban issues. The program supports temporary public art projects that celebrate creativity, enhance urban identity, encourage public-private collaborations, and strengthen local economies. Parks and Recreation and the Public Art Committee would like to partner with Art 4 Hope, an organization we have been in discussions with for a public art project. Art 4 Hope is dedicated to bringing together resources and people locally, supporting the connection between physical and mental health and the arts. The Public Art Committee will work with the community to identify and implement viable resources to break the mental health stigma; define what hope means for our community through public art; uplift the local arts community and create large-scale public art representing hope and vitality for the community. Like many community improvement projects, the process is often as important as the outcome. Through community engagement and visioning, the type of art and location selection will be based on where and how the message can have the most impact.

Current Activity

The grant application is due February 15, 2023, and the Parks and Recreation Department is requesting permission to apply. Community Services supports the concept and application for this grant.

Recommendation

Staff recommends that the City Commission approve the request to apply for the Bloomberg Philanthropies Grant.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SUBMISSION OF A PUBLIC ART CHALLENGE GRANT APPLICATION TO BLOOMBERG PHILANTHROPIES FOR A PUBLIC ART PROJECT IN COLLABORATION WITH ART4HOPE; AUTHORIZING IN-KIND SERVICES AS MATCHING FUNDS IF THE GRANT FUNDS ARE AWARDED; AUTHORIZING EXECUTION OF A GRANT AGREEMENT, IF AWARDED; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Bloomberg Philanthropies' Public Art Challenge (the "Program") encourages mayors/local governments to partner with artists, elevating the value of including the creative sector when developing solutions to significant urban issue; and

WHEREAS, the Program supports temporary public art projects that celebrate creativity, enhance urban identity, encourage public-private collaborations, and strengthen local economies; and

WHEREAS, the Program invites mayors/local governments to apply for up to \$1 million in funding to create temporary public art projects that address civic issues; and

WHEREAS, up to ten winners will be chosen in 2023 to execute their projects, which may include multiple installations in a single city over twenty-four months; and

WHEREAS, grants will cover project-related expenditures including development, execution, and marketing; and

WHEREAS, Phase 1 Applications are due by February 15, 2023 and finalists will be announced in the Spring 2023; and

WHEREAS, the Parks and Recreation Department desires to partner with Art4Hope to collaborate on a public art project (the "Project") under the Program; and

WHEREAS, the Project will focus on helping the community identify and implement vitality resources to break the stigma of mental health, and define what hope means for our community through public art; and

WHEREAS, the City is seeking funding in an amount up to \$1 million ("Grant") for the Project and the Program requires an in-kind match; and

WHEREAS, staff recommends the City Commission approve the submission of an application to Bloomberg Philanthropies for the Grant and authorize the execution of any and all Grant agreements and expenditure of in-kind matching funds, if the Grant is awarded.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the submission of an application to Bloomberg Philanthropies for the Grant in an amount up to \$1 million for the Project. The City Manager is authorized to sign and submit the application.

Section 3. If the Grant is awarded, the City Commission hereby authorizes the appropriate City officials to execute a Grant agreement with Bloomberg Philanthropies, subject to the terms of the Grant agreement being acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. If the Grant is awarded, the City Commission hereby authorizes matching funds in the form of an in-kind services match.

Section 5. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CMC, CITY CLERK



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1691

Agenda Date: 2/7/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Great Lakes Dredge & Dock Company, LLC for the Town of Hillsboro Beach for the City's Joint Beach Renourishment Project with the Town of Hillsboro Beach, utilizing the terms of the City of Boca Raton's Bid No. 2023-06-FV and contract and the mandatory alternates provided for in the bid, in a total joint project sand placement amount not to exceed \$4,000,000; providing for execution and an effective date. (*Funding to be determined*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Not to exceed \$4,000,000 (for sand placement). The City's share of sand placement costs is estimated at \$480,000. The City's share of the mobilization costs is estimated at \$325,000 or approximately 8% of the total mobilization.

Account Name: TBD

Account Number: TBD

Background/History

On October 8, 2020, the City of Deerfield Beach and the Town of Hillsboro Beach entered into a Settlement Agreement (attached) to conduct joint beach nourishment projects over a 30 year period.

The City and Town have been coordinating the first joint beach nourishment. The first phase of this coordination consisted of the design and permitting of the first joint nourishment to be conducted under the Settlement Agreement.

As part of a regional approach, the City of Deerfield Beach has been coordinating with the City of Boca Raton with the potential to utilize sand from the Boca Raton ebb shoal. In tandem with that approach, the City of Deerfield Beach and the Town of Hillsboro Beach also developed an alternative plan to conduct this first nourishment utilizing upland sand sources that would be brought to the beach via truck.

The City of Boca Raton issued Bid No. 2023-06-FV for a dredge project to occur within Boca Raton (the "Bid"), and the Bid included mandatory bid alternates for placing up to 182,000 cubic yards of sand from the ebb shoal (with the ability to increase the sand amount by up to 25%) on the City and Town beaches (which areas are described in the Bid as Deerfield North Extension, Deerfield/Hillsboro Primary Placement Area, and Hillsboro South Extension) (the "Joint Project").

On January 10, 2023, the City of Boca Raton awarded the Bid to Great Lakes Dredge & Dock Company, LLC ("Great Lakes") and authorized their City Manager to enter into an interlocal agreement with the City of Deerfield Beach related to the Joint Project.

On January 6, 2023, the City of Deerfield Beach opened the truck haul bids. One bid was received from Eastman Aggregates for a total bid amount in excess of \$22 million dollars, which is substantially higher than the Great Lakes Bid response.

The City of Deerfield Beach Code exempts from competitive solicitation requirements procurements utilizing contracts competitively awarded by other governmental agencies and cooperative acquisitions with other public entities.

The City and the Town are seeking to contract with Great Lakes for beach nourishment sand placement services for the Joint Project (collectively, the "Services"), by utilizing the terms of the Bid and related contract (the "Boca Contract"), including the mandatory alternates included for the Joint Project as provided therein, in a total sand placement amount not to exceed \$4,000,000 for the Joint Project.

The mobilization and demobilization costs for the Joint Project are being paid to Great Lakes by Boca Raton through the Boca Contract, with the City paying Boca Raton for the proportionate share of the Joint Project mobilizations/demobilization costs (based on the proportionate amount of sand placed in each municipality) pursuant to an Interlocal Agreement with the City of Boca Raton, and the City getting reimbursed by the Town for such mobilization/demobilization costs attributable to the proportionate amount of sand placed in the Town.

Pursuant to the terms of the Settlement Agreement, the City and the Town shall each pay their pro-rata share of the costs for the Services based on the amount of sand placed on the respective City and Town beaches.

Recommendation

In light of the significant cost savings to coordinate with the City of Boca Raton and utilize the sand from the ebb shoal vs. truck haul, staff recommends approving a contract with Great Lakes and the Town to conduct the bid alternate sand placement work for the Joint Project in an amount not to exceed \$4,000,000. This amount includes the City of Deerfield Beach's portion of the project as well as the Town of Hillsboro, contingencies and related costs.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GREAT LAKES DREDGE & DOCK COMPANY, LLC AND THE TOWN OF HILLSBORO BEACH FOR THE CITY'S JOINT BEACH RENOURISHMENT PROJECT WITH THE TOWN OF HILLSBORO BEACH, UTILIZING THE TERMS OF THE CITY OF BOCA RATON'S BID NO. 2023-06-FV AND CONTRACT AND THE MANDATORY ALTERNATES PROVIDED FOR IN THE BID, IN A TOTAL JOINT PROJECT SAND PLACEMENT AMOUNT NOT TO EXCEED \$4,000,000; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, on October 8, 2020, the City of Deerfield Beach (the "City") and the Town of Hillsboro Beach (the "Town") entered into a Settlement Agreement to conduct joint beach nourishment projects over a 30 year period; and

WHEREAS, the City and Town have been coordinating the first joint beach nourishment project, and the first phase of this coordination consisted of the design and permitting of the first joint nourishment project to be conducted under the terms of the Settlement Agreement; and

WHEREAS, as part of a regional approach, the City has been coordinating with the City of Boca Raton with the potential to utilize sand from the Boca Raton ebb shoal for the City and Town joint nourishment project; and

WHEREAS, the City of Boca Raton issued Bid No. 2023-06-FV for a dredge project to occur within Boca Raton (the "Bid"), and the Bid included mandatory bid alternates for placing up to 182,000 cubic yards of sand from the ebb shoal (with the ability to increase the sand amount by up to 25%) on the City and Town beaches (which areas are described in the Bid as Deerfield North Extension, Deerfield/Hillsboro Primary Placement Area, and Hillsboro South Extension) (the "Joint Project"); and

WHEREAS, on January 10, 2023, the City of Boca Raton awarded the Bid to Great Lakes Dredge & Dock Company, LLC ("Great Lakes") and authorized their City Manager to enter into an interlocal agreement with the City of Deerfield Beach related to project coordination and mobilizations/demobilization costs attributable to the Joint Project; and

WHEREAS, the City of Deerfield Beach Code exempts from competitive solicitation requirements procurements utilizing contracts competitively awarded by other governmental agencies and cooperative acquisitions with other public entities; and

WHEREAS, the City and the Town are seeking to contract with Great Lakes for beach nourishment sand placement services for the Joint Project (collectively, the "Services"), by utilizing the terms of the Bid and related contract (the "Boca Contract"), including the mandatory

alternates included for the Joint Project as provided therein, in a total sand placement amount not to exceed \$4,000,000 for the Joint Project; and

WHEREAS, the mobilization and demobilization costs for the Joint Project are being paid to Great Lakes by Boca Raton through the Boca Contract, with the City paying Boca Raton for the proportionate share of the Joint Project mobilizations/demobilization costs (based on the proportionate amount of sand placed in each municipality) pursuant to an Interlocal Agreement with the City of Boca Raton, and the City getting reimbursed by the Town for such mobilization/demobilization costs attributable to the proportionate amount of sand placed in the Town; and

WHEREAS, pursuant to the terms of the Settlement Agreement, the City and the Town shall each pay their pro-rata share of the costs for the Services based on the amount of sand placed on the respective City and Town beaches; and

WHEREAS, staff recommends that the City Commission approve and authorize execution of an Agreement with Great Lakes and the Town, attached as Exhibit “1”, for the Services for the Joint Project utilizing the terms of the Bid and Boca Contract (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Agreement with Great Lakes and the Town, attached as Exhibit 1”, for the Services for the Joint Project in a total Joint Project sand placement amount not to exceed \$4,000,000.

Section 3. The City Manager is authorized to execute the Agreement with Great Lakes and the Town, consistent with the terms of the Bid and Boca Contract, together with such additional terms and conditions that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

AGREEMENT

This Agreement is made this ____ day of _____, 2023, between the City of Deerfield Beach, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 150 N. E. 2nd Avenue, Deerfield Beach, Florida 33441 (the “City”), the Town of Hillsboro Beach (the “Town”) and Great Lakes Dredge & Dock Company, LLC, a Delaware corporation authorized to do business in Florida, with its principal place of business located at 9811 Katy Freeway, Suite 1200, Houston, TX 77024 (the “Contractor”).

WITNESSETH

WHEREAS, on October 8, 2020, the City and the Town entered into a Settlement Agreement to conduct joint beach nourishment projects over a 30 year period; and

WHEREAS, the City and Town have been coordinating the first joint beach nourishment project, and the first phase of this coordination consisted of the design and permitting of the first joint nourishment project to be conducted under the terms of the Settlement Agreement; and

WHEREAS, as part of a regional approach, the City has been coordinating with the City of Boca Raton with the potential to utilize sand from the Boca Raton ebb shoal for the Joint Project; and

WHEREAS, the City of Boca Raton issued Bid No. 2023-06-FV for a dredge project to occur within Boca Raton (the “Bid”), and the Bid included mandatory bid alternates (the “Bid Alternates”) for placing up to 182,000 cubic yards of sand from the ebb shoal (with the ability to increase the sand amount by up to 25%) on the City and Town beaches (which areas are described in the Bid as Deerfield North Extension, Deerfield/Hillsboro Primary Placement Area, and Hillsboro South Extension) (the “Joint Project”); and

WHEREAS, on January 10, 2023, the City of Boca Raton awarded the Bid to Great Lakes Dredge & Dock Company, LLC (“Great Lakes”), and the City of Boca Raton executed an Agreement with Great Lakes, dated _____ (the “Boca Contract”); and

WHEREAS, the City, Town and Great Lakes desire to enter into an agreement for beach nourishment/beach fill placement services for the Joint Project (collectively, the “Services”), by utilizing the terms of the Bid and the Boca Contract, including the Bid Alternates included for the Joint Project as provided therein, in a total sand placement amount not to exceed \$4,000,000 for the Joint Project; and

WHEREAS, pursuant to the terms of the Settlement Agreement, the City and the Town shall each pay their pro-rata share of the costs for the Services based on the amount of sand placed on the respective City and Town beaches; and

WHEREAS, Section 38-116(3)(b)10. of the City Code provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations method where the desired services are the subject of a contract with another governmental entity, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, the Contractor's Bid submission for the Bid Alternates for the Joint Project is attached as Exhibit "A" (the "Proposal"), and the plans for the Joint Project are attached as Exhibit "B" (the "Project Plans").

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Term.** The term of this Agreement commences upon full execution and shall continue until completion of the Services, unless terminated earlier as provided in the Boca Contract.

Section 2. **Contract Terms.** The Contractor agrees to complete the Joint Project on the same terms and in the same manner as set forth in the Boca Contract, except as otherwise provided herein. All recitals, representations, and warranties of Contractor made by Contractor in the Boca Contract are restated as if set forth fully herein, made for the benefit of the City and Town and the Joint Project, and incorporated herein, except that all references to the "City" or "Owner" are hereby replaced with the "City of Deerfield Beach and the Town of Hillsboro Beach" with respect to the Joint Project Services. Further, all references in the Boca Contract to the "Engineer" shall refer to "Coastal Protection Engineering, LLC" (the "Joint Project Engineer"), all references to the "Plans" shall refer to the "Project Plans", attached as Exhibit "B", and all references to "Acceptance Sections", shall refer to the sections described in Exhibit "C", and all such Exhibits are incorporated herein by this reference.

Section 3. **Compensation and Method of Payment.**

3.1 *Payment for Beach Fill Placement.* The City and the Town shall compensate Contractor for sand placement Services for the Joint Project pursuant to the Bid Alternate Pricing in Contractor's Bid submission and the beach fill placement payment terms of the Boca Contract. Pursuant to the terms of the Settlement Agreement, the City and Town acknowledge and agree that the City and Town shall each be responsible to pay to the Contractor for their own respective portion of the beach sand fill placement costs based on the percentage of sand placed on each respective municipality's beach.

3.2 *Progress Payments.* Monthly progress payments to the Contractor shall be based solely on 100% completed and surveyed Acceptance Sections that have been accepted by the City or the Town, as applicable based on beach fill placement location. Progress payments shall be subject to retainage as per the General Conditions of the Boca Contract Documents. All field notes, computations and the records used by the Contractor to compute fill quantities shall be furnished to the City and Town and Joint Project Engineer with the Application for Payment. Acceptance Section surveys shall be conducted by the Contractor.

3.3 *Proportionate Payment and Invoicing.* The total monthly amount to be invoiced by Contractor shall be divided between the City and the Town for their pro-rata share of the costs for the Services based on the amount of sand placed on the respective City and Town beaches. The City shall not be responsible for payment of monthly amounts invoiced to the Town, and the Town shall not be responsible for payment of monthly amounts invoiced to the City.

3.4 *Payment Calculations.* Payment calculations for payments due to Contractor shall be made using the average end-area method based on net quantities of beach fill placed and graded according to the requirements of these Specifications and the design template requirements specified in the Plans. Calculations shall only include those profiles included in the submitted survey data. Surveys conducted more than three (3) Days apart for any profile(s) included in the submittal shall not be accepted. A single submittal must include the beginning and end of an Acceptance Section.

Calculations of fill quantity estimated by the Contractor shall be reviewed by the Joint Project Engineer. In the event of a discrepancy, calculations made by the Joint Project Engineer shall govern. Gross fill quantities shall be based on the comparison of the Acceptance Section surveys. Any fill above the 1.0-foot overfill tolerance shall be deducted from the gross fill quantities and payment shall be based on the net fill quantity. It is acknowledged that the constructed beach may adjust cross-shore due to wave action. Material that is lost from the seaward edge of the dry berm that is immediately adjacent to and abutting the toe of fill of the construction template can be eligible for payment. The maximum volume of placed sand eligible for payment shall not exceed the template volume as measured at the respective profile.

3.5 *Mobilization Costs.* Contractor acknowledges that all mobilization and demobilization costs related to the Services and the Joint Project are being paid to Contractor by the City of Boca Raton through the Boca Contract, and that no additional payment shall be due to the Contractor under this Agreement for any mobilization or demobilization costs related to the Services or Joint Project. The Town acknowledges that the City has entered into an Interlocal Agreement with the City of Boca Raton whereby the City will pay Boca Raton for the proportionate share of the Joint Project mobilizations/demobilization costs (based on the proportionate amount of sand placed in each municipality), and that the Town shall reimburse the City for such mobilization/demobilization costs paid by the City to Boca Raton that are attributable to the proportionate amount of sand placed in the Town. Within five business days of execution of this Agreement, the Town shall pay the City the amount of [REDACTED], which is 80% of the Joint Project mobilizations/demobilizations costs for the estimated amount of sand that will be placed in the Town. The remaining 20% will be paid by the Town to the City within 30 days of Final Completion of the completed Joint Project and shall be based on the actual pro-rata amount of sand placed in the Town.

Section 4. Indemnification. Contractor shall indemnify and hold harmless the City and the Town, and their officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor, or other persons employed or utilized by Contractor in the performance of this Agreement. The provisions of this section shall survive

the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager and Town Manager, any sums due Contractor under this Contract may be retained by City and Town until all of City's and Town's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City or Town. Nothing in this Agreement shall be deemed or treated as a waiver by the City or the Town of any immunity or protections to which they are entitled by law, including but not limited to the City's and Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Section 5. Insurance.

5.1 To ensure the Contractor's indemnification obligations for the Joint Project pursuant to this Agreement, Contractor shall provide, pay for and maintain in force at all times during the Services to be performed, Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance and Employer's Liability Insurance in the minimum amounts as set forth in the Boca Contract.

5.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Section and shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Contractor shall pay all deductible amounts, if any. Contractor shall specifically protect City and the Town and the City and Town Commissions by naming City and Town and the City and Town Commissions as additional insured under the Comprehensive General/Commercial Liability Insurance policy and business automobile liability insurance as well as on any Excess Liability Policy coverage.

5.3 Contractor shall provide to City and the Town certificates of insurance within ten (10) days of execution of this Agreement, and prior to commencement of work on the Joint Project, reflecting the coverage provided herein. Contractor shall provide to City and the Town a Certificate of Insurance or a copy of all insurance policies required by this Article. City and the Town reserve the right to require a certified copy of such policies upon request. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is completed. All certificates and endorsements required herein shall state that City and the Town shall be given thirty (30) days' notice prior to expiration or cancellation and/or restriction of the policy. If any of the insurance coverages will expire prior to the completion of the Joint Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration. CONTRACTOR's failure to provide to City and the Town the Certificates of Insurance within ten (10) calendar days shall be the basis for the termination of the Agreement.

5.4 City and the Town are to be expressly included as an Additional Insured with respect to general liability and excess liability coverages arising out of operations performed for the City and the Town by or on behalf of Contractor or acts or omissions of Contractor in connection with general supervision of such operation. If Contractor uses a subcontractor, then Contractor shall ensure that subcontractor names the City and the Town as an additional insured.

Section 6. Bonding. Contractor shall furnish to the City and the Town payment and performance bonds that secure Contractor's faithful performance of this Agreement and Contractor's payment obligations to third parties arising from this Agreement. The bonds shall be written for the benefit of the City and Town, shall comply with Section 255.05, Fla. Stat., and shall be in a form acceptable to the City Attorney and Town Attorney.

Section 7. Assignment. No party to this Agreement may assign its rights or obligations under this Agreement without the written consent of each other party to this Agreement

Section 8. Notice. Notwithstanding anything to the contrary in the Boca Contract, notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: David Santucci, City Manager
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

Copy to: Anthony C. Soroka, City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2255 Glades Road, Suite 200E
Boca Raton, Florida 33431

For Town: William "Mac" Serda, Town Manager
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

Copy to: DJ Doody, Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd #200
Fort Lauderdale, FL 33308

For Contractor: _____
Great Lakes Dredge & Dock Company, LLC
9811 Katy Freeway, Suite 1200
Houston, TX 77024

Copy to:

Section 9. Severability. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 10. Entire Agreement. This Agreement, including the Boca Contract (as modified herein), sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

DRAFT

AGREEMENT

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City of Deerfield Beach, through the City Commission signing by and through the Mayor, authorized to execute same by Commission action on the _____ day of _____, 2023, and the Town of Hillsboro Beach, through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2023, and Contractor signing by and through _____, authorized to execute same on the _____ day of _____, 2023.

CITY

CITY OF DEERFIELD BEACH

BY _____
BILL GANZ, MAYOR
____ day of _____, 2023.

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

APPROVED AS TO FORM:

ANTHONY SOROKA, CITY ATTORNEY

TOWN

TOWN OF HILLSBORO BEACH

BY _____
DEBORAH L. TARRANT, MAYOR

____ day of _____, 2023.

ATTEST:

SHERRY D. HENDERSON, TOWN CLERK

APPROVED AS TO FORM:

DJ DOODY, TOWN ATTORNEY

CONTRACTOR

GREAT LAKES DREDGE & DOCK COMPANY,
LLC

BY _____
President/Vice President

ATTEST:

(Please Type Name of President/Vice President)

Secretary

____ day of _____, 2023.

(Please Type Name of Secretary)

CORPORATE SEAL

EXHIBIT “A”

PROPOSAL - BID ALTERNATE PRICING

DRAFT

EXHIBIT “B”

PROJECT PLANS/FILL TEMPLATES

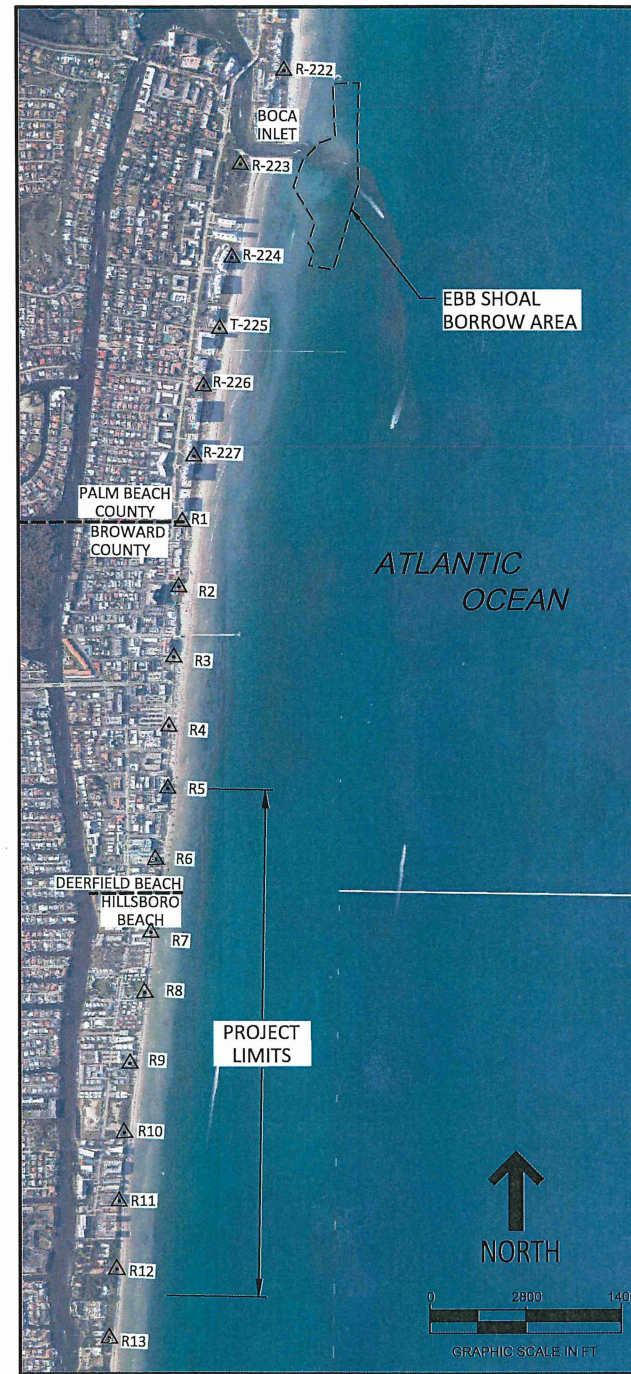
DRAFT

EXHIBIT “C”
ACCEPTANCE SECTIONS

DRAFT

CITY OF DEERFIELD BEACH/ TOWN OF HILLSBORO BEACH EBB SHOAL SAND PLACEMENT AREA CONSTRUCTION PLANS

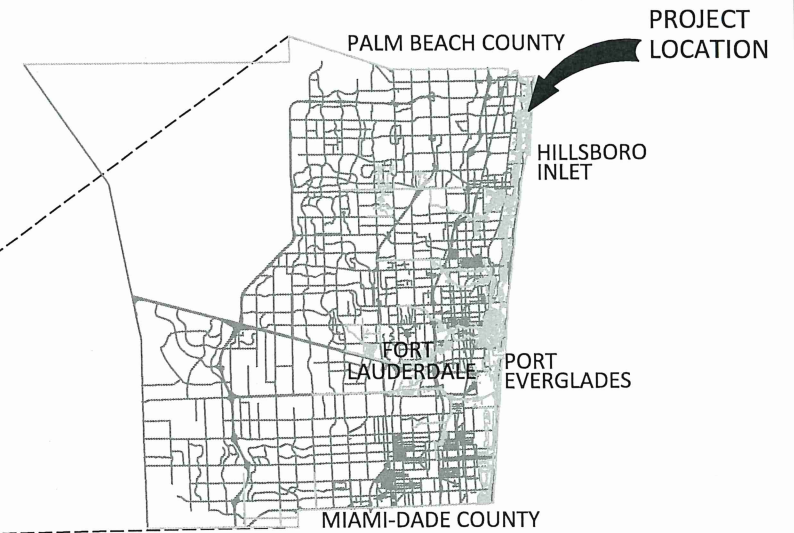
BROWARD COUNTY, FLORIDA



ATLANTIC
OCEAN

GULF
OF
MEXICO

BROWARD
COUNTY



GENERAL NOTES:

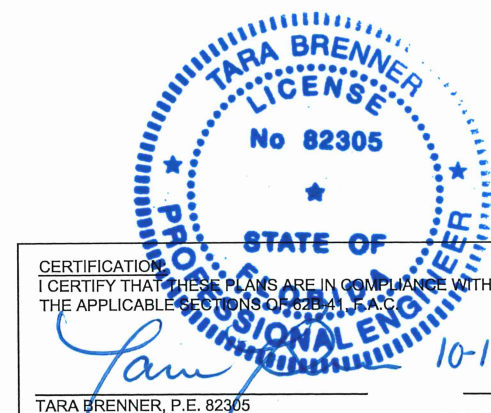
- COORDINATES SHOWN ARE IN FEET BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83).
- DATE OF AERIAL PHOTOGRAPH: DECEMBER 2019 (NOAA).
- TOPOGRAPHIC AND BATHYMETRIC DATA BASED ON SURVEY CONDUCTED BY MORGAN & EKLUND INC. ON JULY 2022.
- ALL AZIMUTHS ARE 95 DEGREES.
- THE 2021 NEARSHORE HARDBOTTOM EDGE WAS MAPPED FROM R-5 TO R-10 IN SEPTEMBER 2021 BY CPE.
- THE 2020 NEARSHORE HARDBOTTOM EDGE WAS MAPPED FROM R-1 TO R-15 IN DECEMBER 2020 BY PINNACLE ECOLOGICAL, INC.
- LANDWARD LIMIT OF FILL SHALL BE AS SHOWN ON THE BEACH FILL PROFILES OR THE SEAWARD LIMIT OF ESTABLISHED VEGETATION, UPLAND STRUCTURE, OR DEVELOPMENT. SITE SPECIFIC FIELD ADJUSTMENTS MAY BE NEEDED TO TIE INTO EXISTING TOPOGRAPHY.
- PERMITTED FILL TEMPLATE FROM FDEP PERMIT NO. 289706001, SKETCHES DATED MARCH 2010.
- DRY BEACH PIPELINE CORRIDOR EXTENDS FROM TOE OF DUNE TO MEAN HIGH WATER. PLACEMENT WITHIN CORRIDOR TO BE COORDINATED WITH THE CITY OF DEERFIELD BEACH OR TOWN OF HILLSBORO BEACH.

SHEET INDEX

1	COVER SHEET
2-3	CONTROL DATA SHEET
4-8	FILL PLACEMENT PLAN VIEWS
9-11	FILL CROSS SECTIONS

LEGEND

△	FDEP MONUMENT
○	INTERMEDIATE LOCATION



CERTIFICATION
I CERTIFY THAT THESE PLANS ARE IN COMPLIANCE WITH
THE APPLICABLE SECTIONS OF 62B-41, F.A.C.

TARA BRENNER, P.E. 82305

DATE

COASTAL PROTECTION ENGINEERING LLC



REVISIONS		Description	
No.	Date	No.	Date

Checked by:	CM	Reviewed by:	TB	Submitted by:	TB	Comm. No.:	2021010
Designed by:	DN	Drawn by:	FD	Date:	8/31/2022	Plot Scale:	AS NOTED

CITY OF DEERFIELD BEACH/TOWN OF HILLSBORO BEACH
EBB SHOAL SAND PLACEMENT AREA
CONSTRUCTION PLANS
BROWARD COUNTY, FLORIDA
COVER SHEET

SHEET
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OF 11

P:\Projects\USA\VT\Shoreline\Deerfield Beach\2020\11_DFB_Tables - Phase 1\Visual\Diagrams\Diagrams\Diagrams\Construction-Subsiding - Aug 31, 2022 @ 10:34am - Memo.rvt

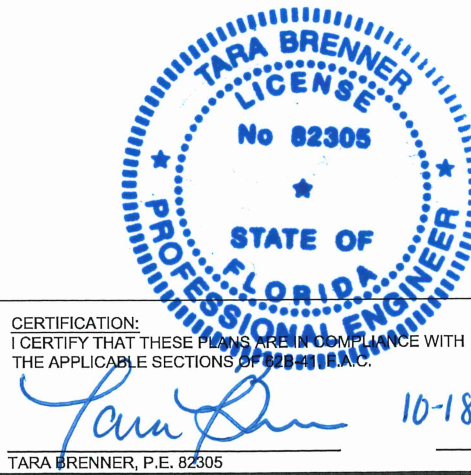
Station (ft)	Easting (ft, NAD83)	Northing (ft, NAD83)	Distance to Next Station (ft)	Cumulative Distance along Baseline (ft)
0+00	959,083.2	722,445.1	100	0
1+00	959,074.4	722,345.5	100	100
2+00	959,065.7	722,245.9	100	200
3+00	959,057.0	722,146.2	100	300
4+00	959,048.3	722,046.6	100	400
5+00	959,039.6	721,947.0	100	500
6+00	959,030.9	721,847.4	100	600
7+00	959,022.1	721,747.8	100	700
8+00	959,013.4	721,648.2	100	800
9+00	959,004.7	721,548.5	100	900
10+00	958,996.0	721,448.9	100	1,000
11+00	958,987.3	721,349.3	100	1,100
12+00	958,978.6	721,249.7	100	1,200
13+00	958,969.9	721,150.1	100	1,300
14+00	958,961.1	721,050.4	100	1,400
15+00	958,952.4	720,950.8	100	1,500
16+00	958,943.7	720,851.2	100	1,600
17+00	958,935.0	720,751.6	100	1,700
18+00	958,926.3	720,652.0	100	1,800
19+00	958,917.6	720,552.3	100	1,900
20+00	958,908.8	720,452.7	11	2,000
20+11	958,907.9	720,442.1	89	2,011
21+00	958,900.1	720,353.1	100	2,100
22+00	958,891.4	720,253.5	100	2,200
23+00	958,882.7	720,153.9	100	2,300
24+00	958,874.0	720,054.2	60	2,400
24+60	958,868.8	719,994.9	40	2,460
25+00	958,865.3	719,954.6	100	2,500
26+00	958,856.5	719,855.0	100	2,600
27+00	958,847.8	719,755.4	100	2,700
28+00	958,839.1	719,655.8	100	2,800
29+00	958,830.4	719,556.1	8	2,900
29+08	958,829.7	719,547.7	92	2,908
30+00	958,821.7	719,456.5	100	3,000
31+00	958,813.0	719,356.9	100	3,100
32+00	958,804.2	719,257.3	58	3,200

Station (ft)	Easting (ft, NAD83)	Northing (ft, NAD83)	Distance to Next Station (ft)	Cumulative Distance along Baseline (ft)
32+58	958,799.2	719,199.1	42	3,258
33+00	958,795.5	719,157.7	100	3,300
34+00	958,786.8	719,058.0	58	3,400
34+58	958,781.7	718,999.8	42	3,458
35+00	958,778.1	718,958.4	100	3,500
36+00	958,769.4	718,858.8	8	3,600
36+08	958,768.6	718,850.4	92	3,608
37+00	958,760.7	718,759.2	100	3,700
38+00	958,752.0	718,659.6	100	3,800
39+00	958,743.2	718,559.9	54	3,900
39+54	958,738.6	718,506.5	46	3,954
40+00	958,734.5	718,460.3	100	4,000
41+00	958,725.8	718,360.7	54	4,100
41+54	958,721.1	718,307.3	46	4,154
42+00	958,717.1	718,261.1	100	4,200
43+00	958,708.4	718,161.5	54	4,300
43+54	958,703.7	718,108.1	46	4,354
44+00	958,699.7	718,061.9	84	4,400
44+84	958,692.4	717,978.5	16	4,484
45+00	958,690.9	717,962.2	100	4,500
46+00	958,682.2	717,862.6	19	4,600
46+19	958,680.6	717,844.1	81	4,619
47+00	958,673.5	717,763.0	4	4,700
47+04	958,673.2	717,759.4	96	4,704
48+00	958,664.8	717,663.4	100	4,800
49+00	958,656.1	717,563.8	100	4,900
50+00	958,647.4	717,464.1	17	5,000
50+17	958,645.9	717,447.4	83	5,017
51+00	958,638.6	717,364.5	100	5,100
52+00	958,629.9	717,264.9	100	5,200
53+00	958,621.2	717,165.3	100	5,300
54+00	958,612.5	717,065.7	57	5,400
54+57	958,607.5	717,009.1	43	5,457
55+00	958,603.8	716,966.0	100	5,500
56+00	958,595.1	716,866.4	100	5,600
57+00	958,586.3	716,766.8	100	5,700

Station (ft)	Easting (ft, NAD83)	Northing (ft, NAD83)	Distance to Next Station (ft)	Cumulative Distance along Baseline (ft)
58+00	958,577.6	716,667.2	100	5,800
59+00	958,568.9	716,567.5	100	5,900
60+00	958,560.2	716,467.9	100	6,000
61+00	958,551.5	716,368.3	100	6,100
62+00	958,542.8	716,268.7	100	6,200
63+00	958,534.0	716,169.1	100	6,300
64+00	958,525.3	716,069.5	23	6,400
64+23	958,523.4	716,047.0	77	6,423
65+00	958,516.6	715,969.8	100	6,500
66+00	958,507.9	715,870.2	100	6,600
67+00	958,499.2	715,770.6	100	6,700
68+00	958,490.5	715,671.0	100	6,800
69+00	958,481.8	715,571.4	45	6,900
69+45	958,477.8	715,526.4	55	6,945
70+00	958,473.0	715,471.7	100	7,000
71+00	958,464.3	715,372.1	100	7,100
72+00	958,455.6	715,272.5	100	7,200
73+00	958,446.9	715,172.9	100	7,300
74+00	958,438.2	715,073.3	51	7,400
74+51	958,433.8	715,022.9	49	7,451
75+00	958,429.5	714,973.6	100	7,500
76+00	958,420.7	714,874.0	100	7,600

NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL CONTROL.
2. COORDINATES ARE IN FEET BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE NORTH AMERICAN DATUM 1983 (NAD83).
3. ELEVATIONS ARE IN FEET REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
4. SEE TECHNICAL SPECIFICATIONS FOR ACCEPTANCE SECTIONS AND SURVEY REQUIREMENTS.



COASTAL PROTECTION ENGINEERING LLC

5301 NORTH FEDERAL HWY
SUITE 335
BOCA RATON, FLORIDA 33487
www.coastalprotectioneng.com

PH. (561) 565-5100
C.O.A. FL. #33370

REVISIONS		Checked by:	Reviewed by:	Submitted by:	Comm. No.	Description
No.	Date	CM	TB	TB	2021010	

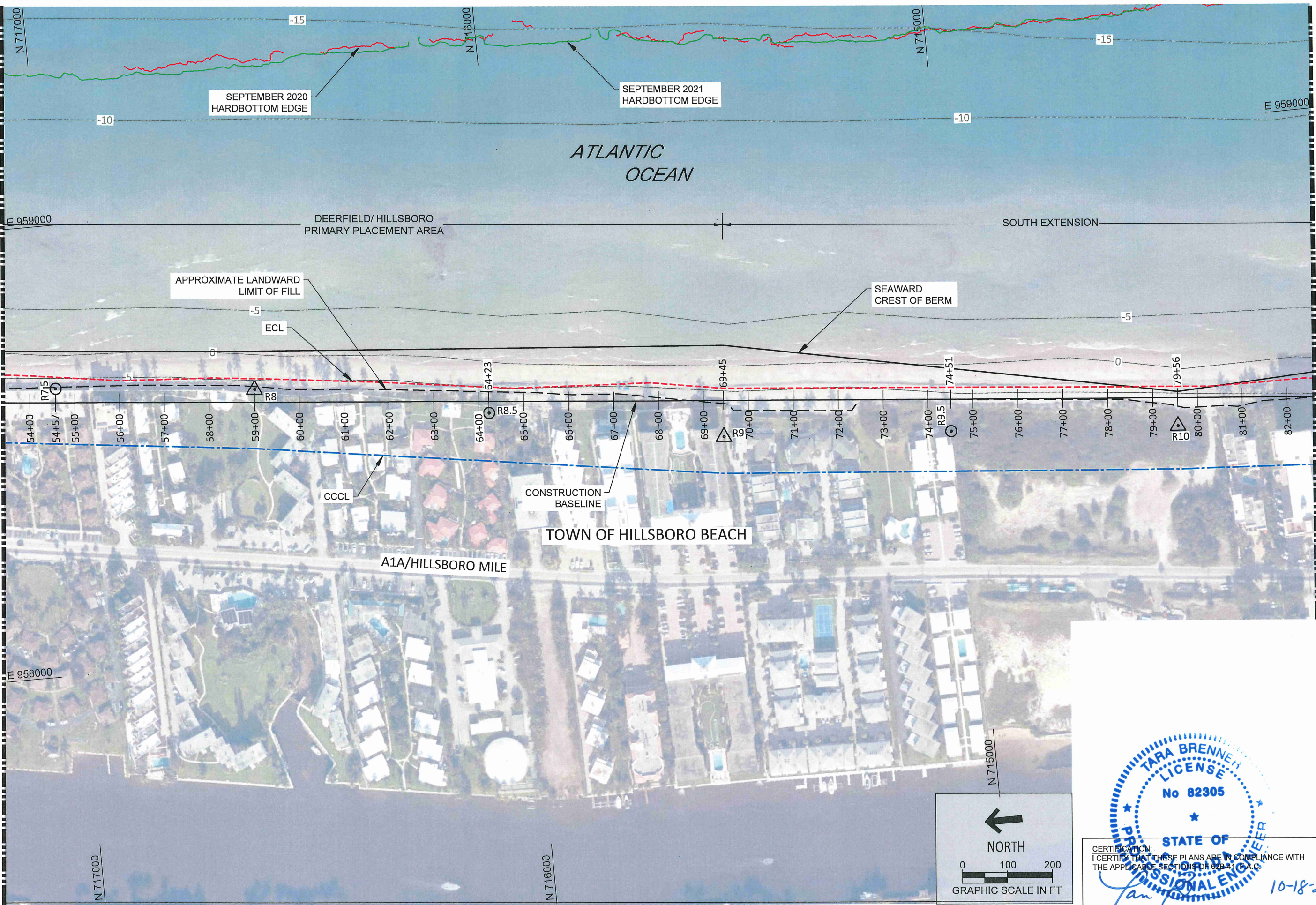
CITY OF DEERFIELD BEACH/TOWN OF HILLSBORO BEACH
EBB SHOAL SAND PLACEMENT AREA
CONSTRUCTION PLANS
BROWARD COUNTY, FLORIDA

CONTROL DATA

SHEET
2
OF 11

P:\Projects\USA\VT\Hawes\Usefield Beach\202011 DFB_TierB - Phase 1\Construction Plans\A1A\Usefield Beach\Construction-Plan.dwg - Aug 31, 2022 @ 8:18am - Metrics

MATCH LINE SHEET 6



MATCH LINE SHEET 8



CERTIFICATION:
I CERTIFY THAT THESE PLANS ARE IN COMPLIANCE WITH
THE APPLICABLE SECTIONS OF 82B-41 F.A.C.
TARA BRENNER, P.E. 82305
DATE 10-18-2022

COASTAL PROTECTION ENGINEERING LLC
5301 NORTH FEDERAL HWY
SUITE 335
BOCA RATON, FLORIDA 33487
PH. (561) 565-5100
C.O.A. FL. #83370
www.coastalprotectioneng.com



REVISIONS	
No.	Description

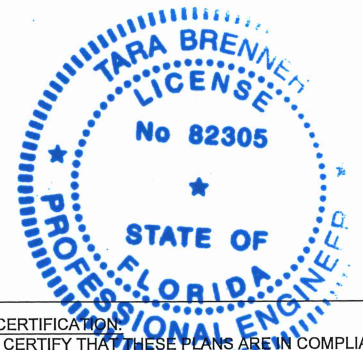
Designed by:	Checked by:
DN	CM
Drawn by:	Reviewed by:
FD	TB
Date:	Submitted by:
8/31/2022	TB
Plot Scale:	Comments:
AS NOTED	2021010

CITY OF DEERFIELD BEACH/TOWN OF HILLSBORO BEACH
EBB SHOAL SAND PLACEMENT AREA
CONSTRUCTION PLANS
BROWARD COUNTY, FLORIDA
PLAN VIEW

SHEET
7
OF 11

P:\Projects\USA\FL\Broward\Deerfield Beach\2021011 DFB_Tide - Phase 1\Construction Plans\A1A\Hillsboro Mile\Disposal\Construction-Plan-A1A - Hillsboro Mile - 10-18-2022.dwg

MATCH LINE SHEET 7



CERTIFICATION
I CERTIFY THAT THESE PLANS ARE IN COMPLIANCE WITH
THE APPLICABLE SECTIONS OF 62B-41, F.A.C.

TARA BRENNER, P.E. 82305

DATE

10-18-2022

COASTAL PROTECTION ENGINEERING LLC



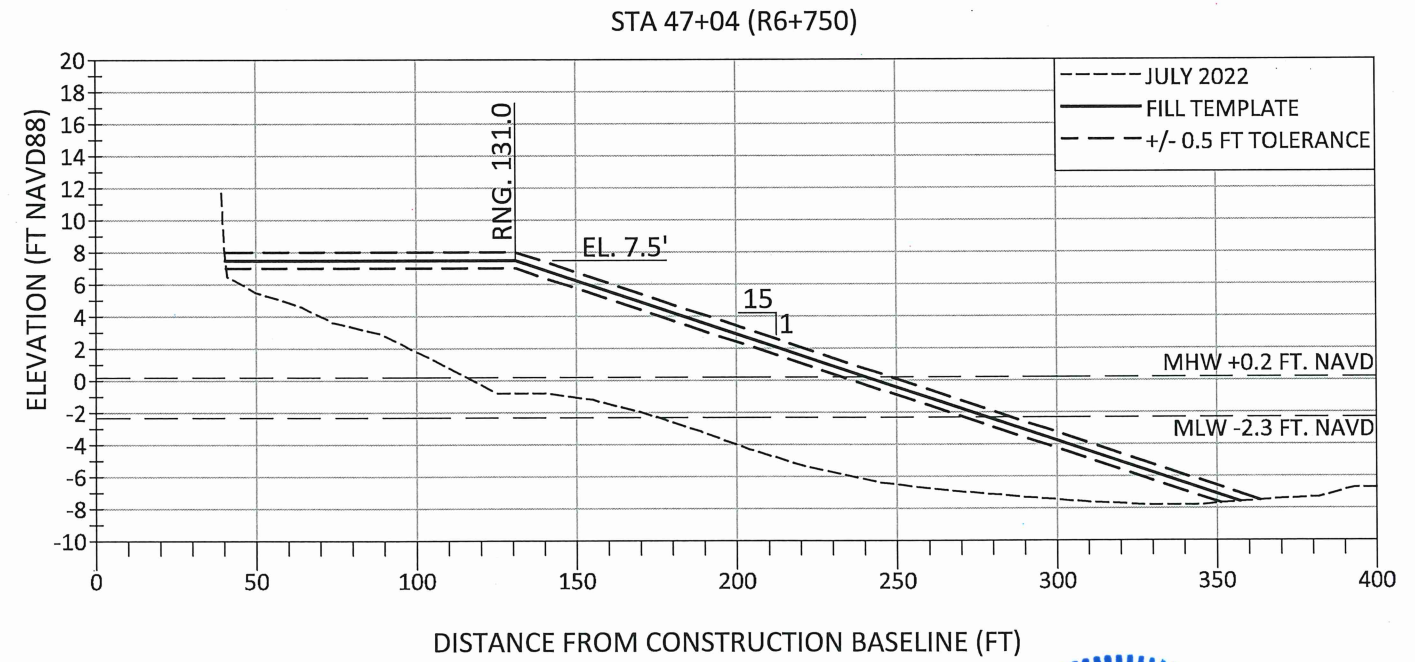
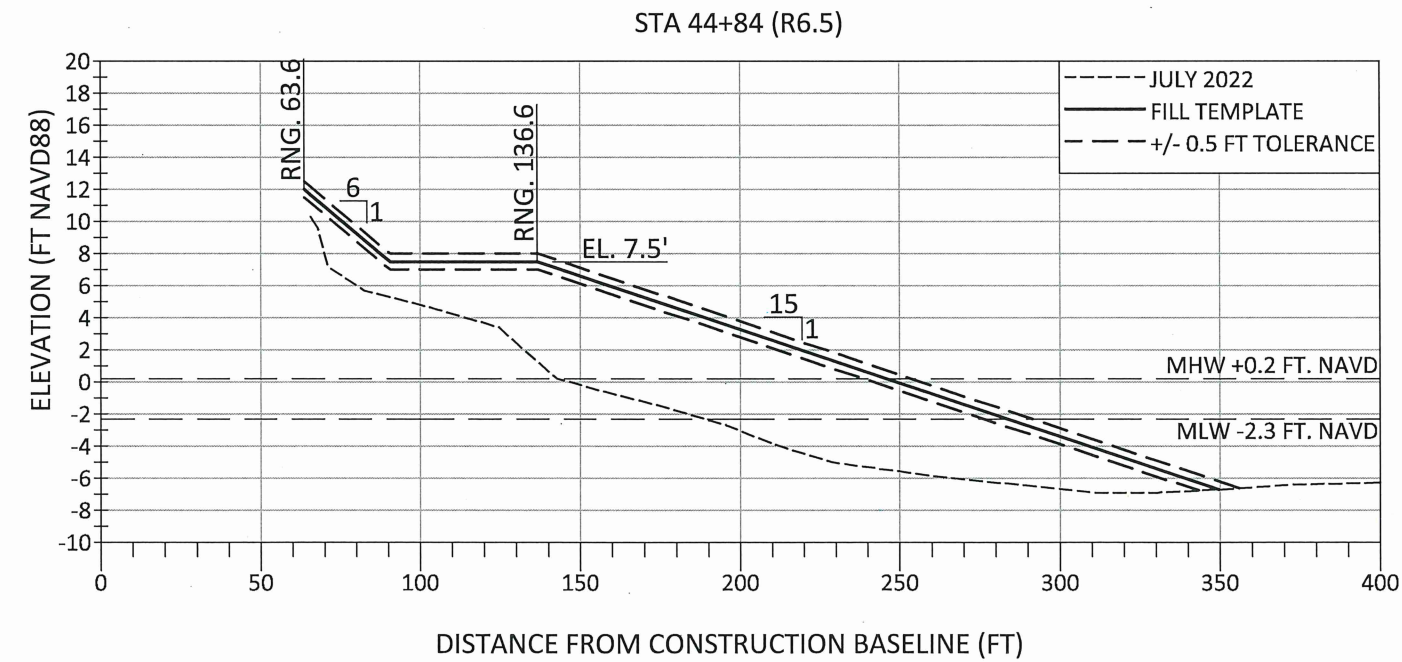
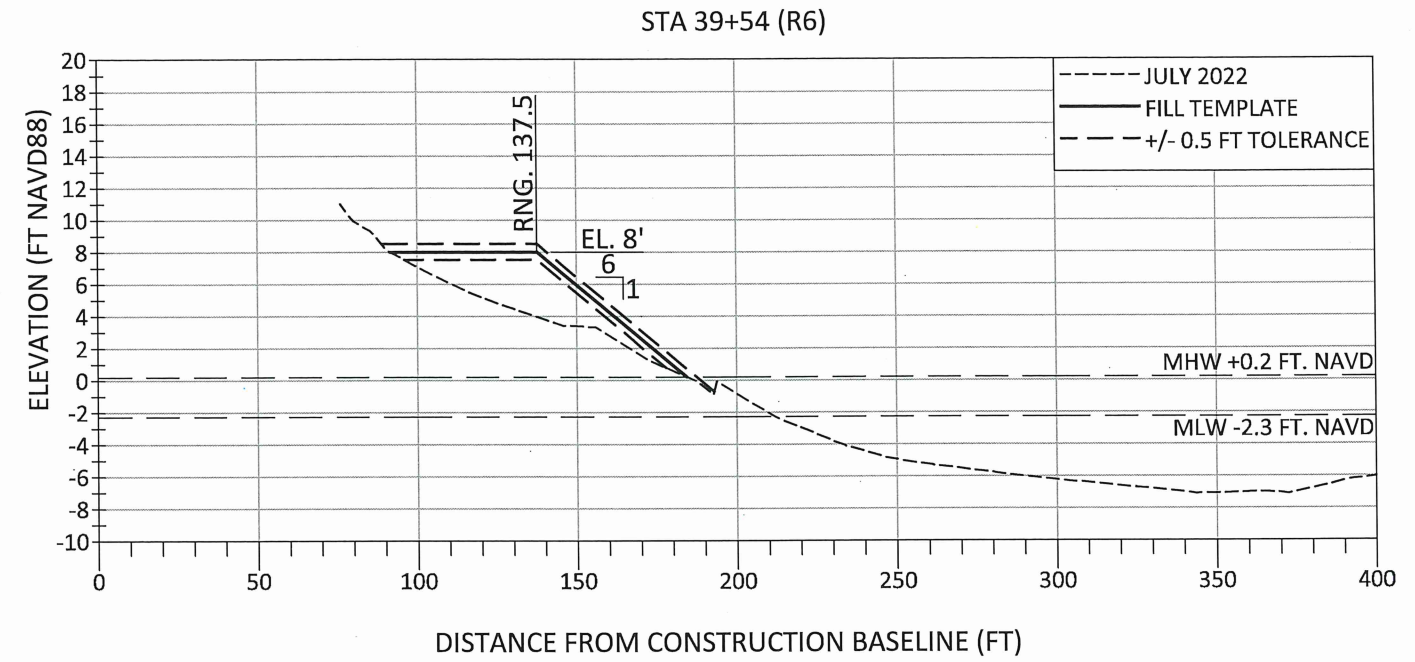
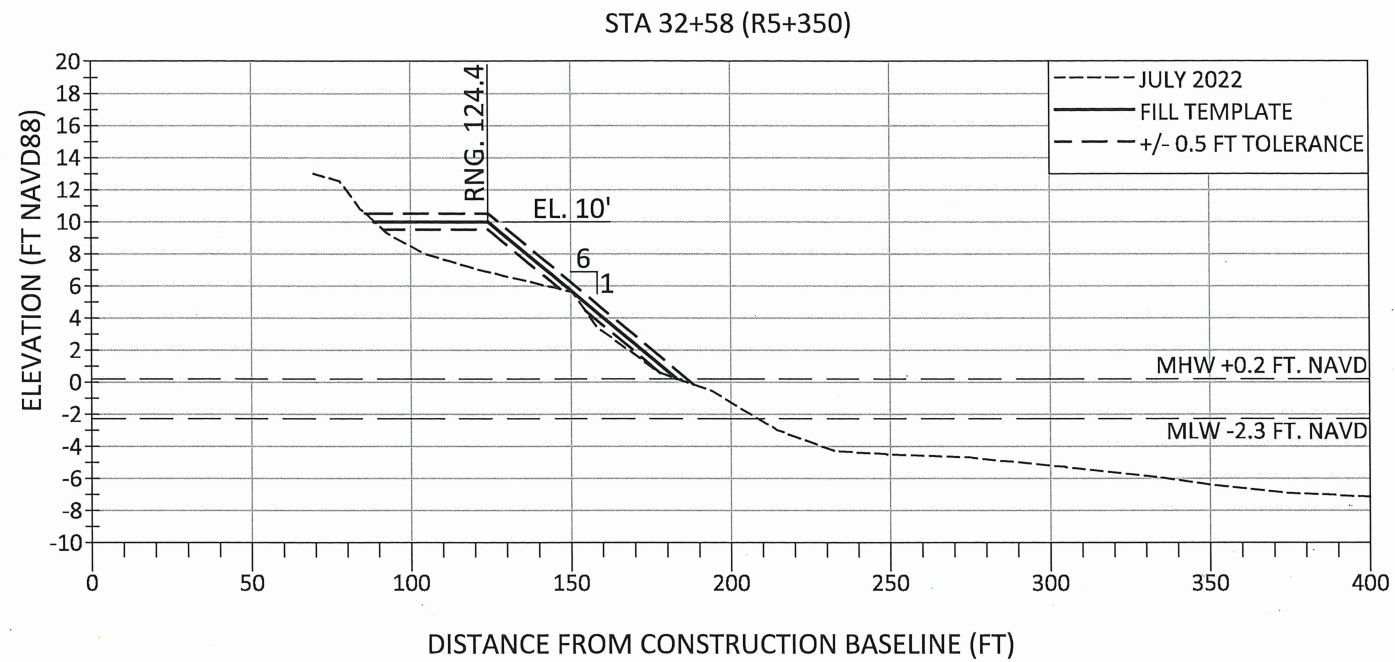
REVISIONS	No.	Date	Description

Designed by:	Checked by:
DN	CM
Drawn by:	Reviewed by:
FD	TB
Date:	Submitted by:
8/31/2022	TB
Plot Scale:	Comm. No.:
AS NOTED	2021010

CITY OF DEERFIELD BEACH/TOWN OF HILLSBORO BEACH
EBB SHOAL SAND PLACEMENT AREA
CONSTRUCTION PLANS
BROWARD COUNTY, FLORIDA
PLAN VIEW

SHEET
8
OF 11

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TARA BRENNER
LICENSE
No 82305
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

CERTIFICATION:
I CERTIFY THAT THESE PLANS ARE IN COMPLIANCE WITH
THE APPLICABLE SECTIONS OF 62B-41, F.A.C.

TARA BRENNER, P.E. 82305

10-18-2022

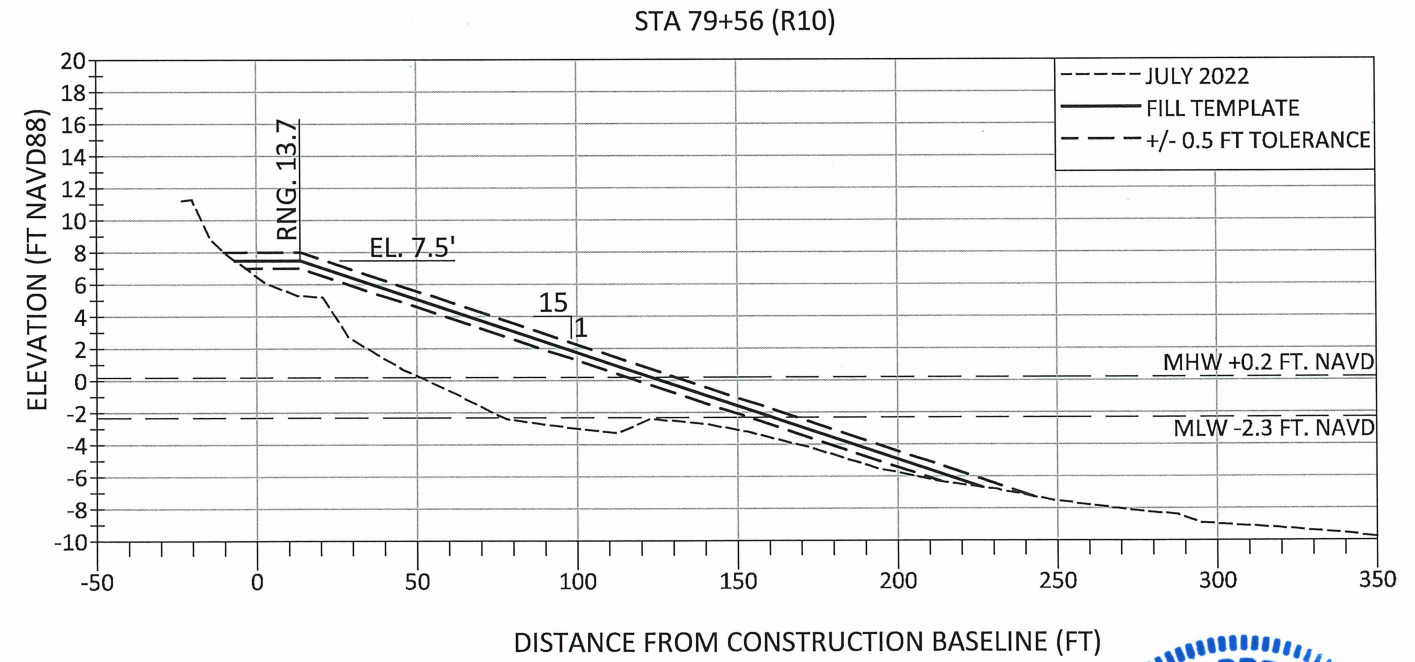
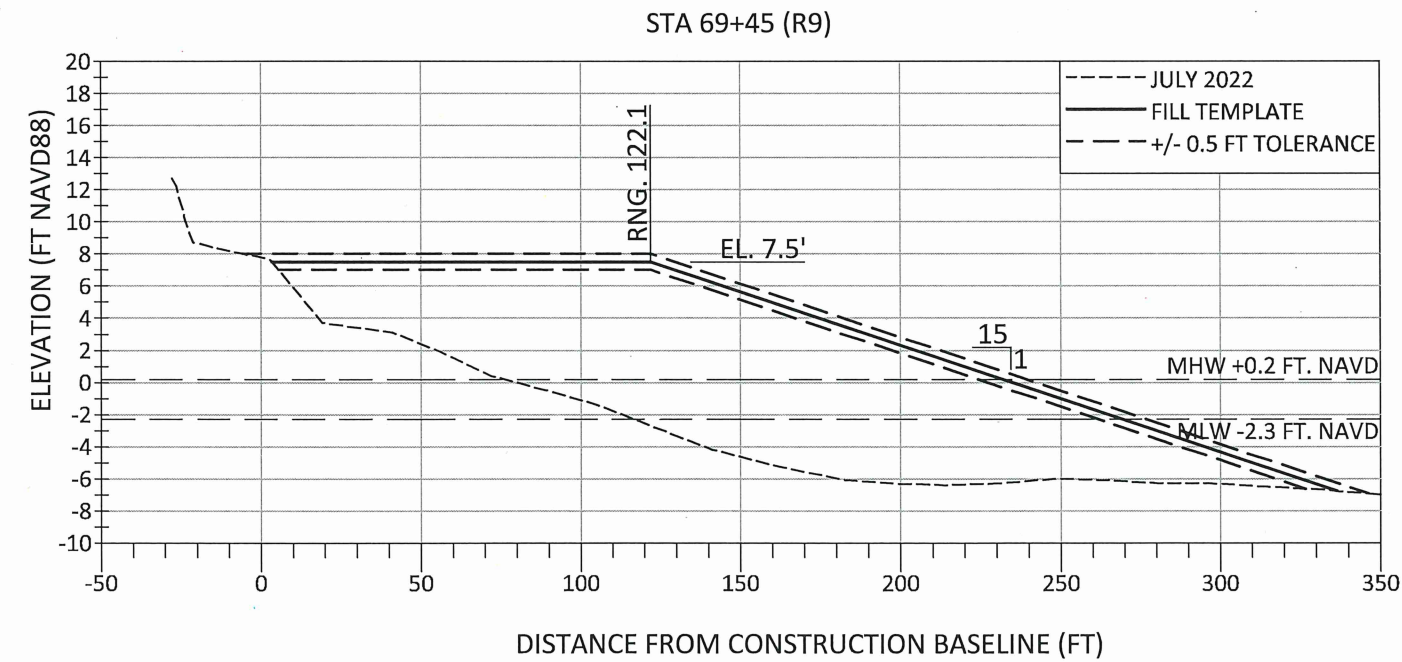
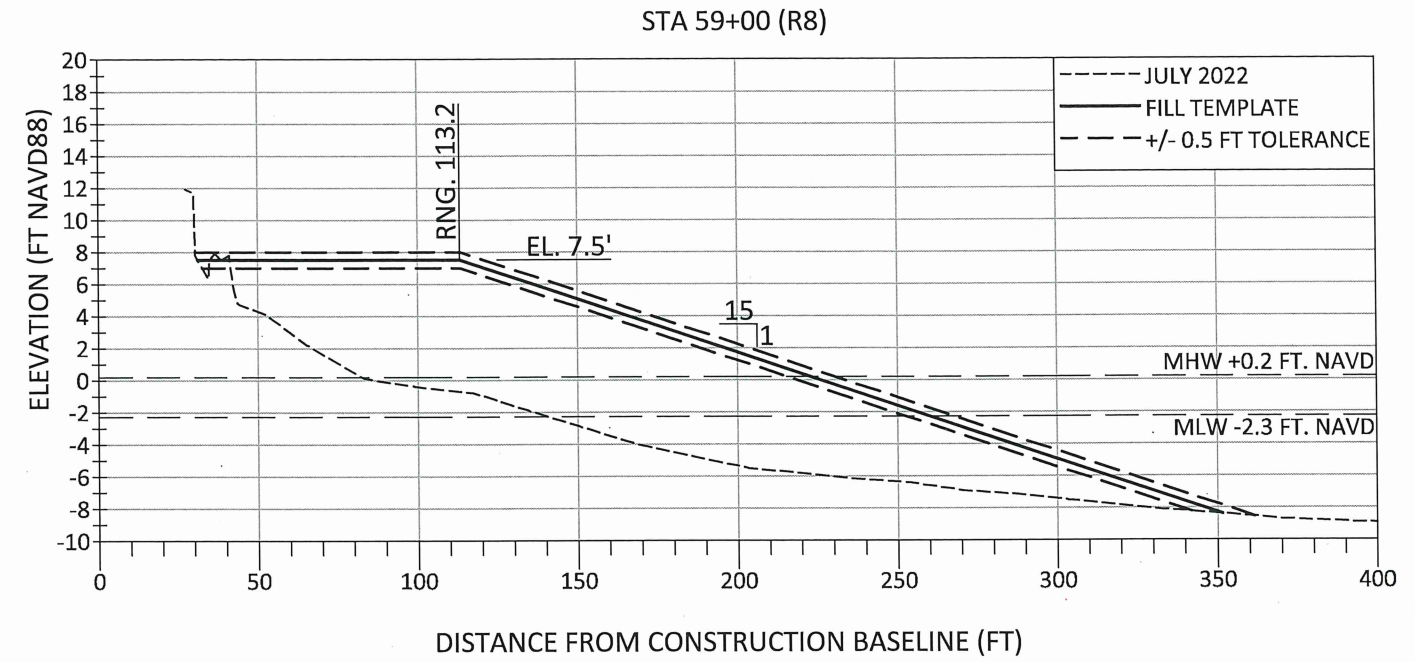
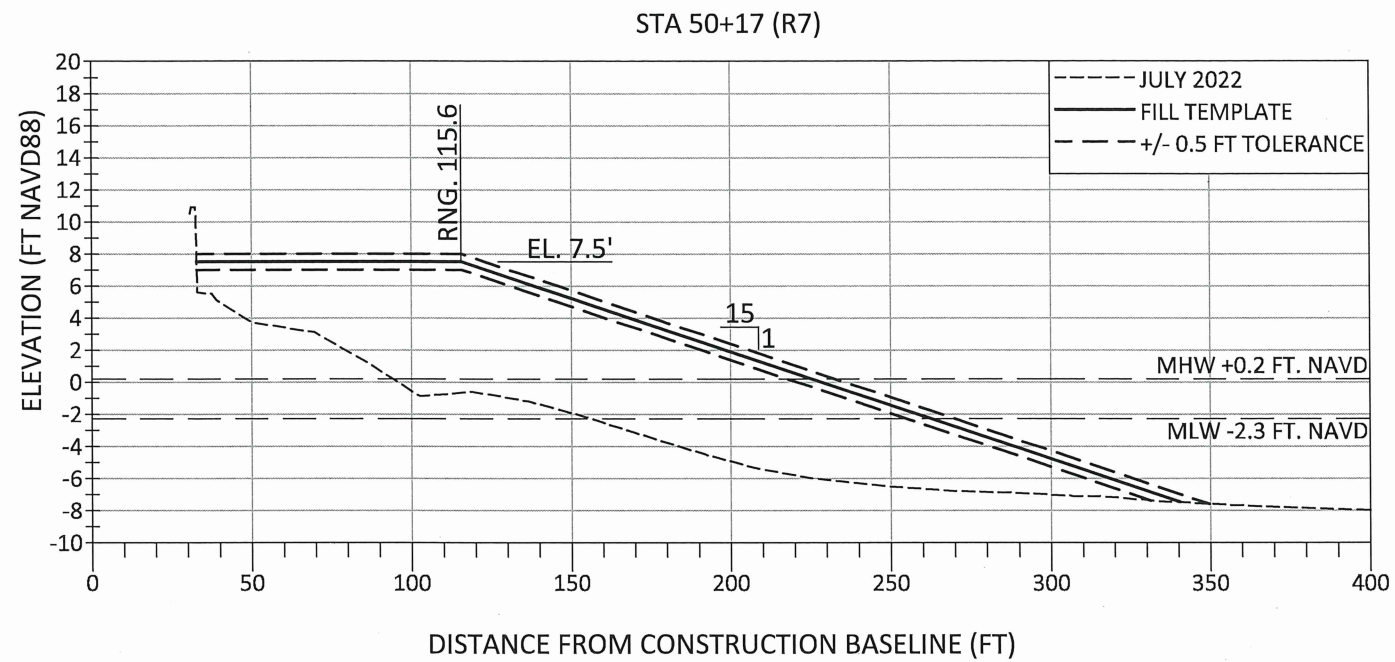
DATE

REVISIONS		Description	
No.	Date		

Checked by:	CM	Reviewed by:	TB	Submitted by:	TB	Drawn by:	FD	Date:	8/31/2022	Plot Scale:	AS NOTED	Sheet No.:	2021010
Designed by:	DN												

CITY OF DEERFIELD BEACH/TOWN OF HILLSBORO BEACH
EBB SHOAL SAND PLACEMENT AREA
CONSTRUCTION PLANS
BROWARD COUNTY, FLORIDA
FILL PROFILES
(1 OF 3)

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CERTIFICATION:
I CERTIFY THAT THESE PLANS ARE IN COMPLIANCE WITH
THE APPLICABLE SECTIONS OF F.B.D. 41, F.A.C.

Tara Brenner 10-18-2022
TARA BRENNER, P.E. 82305 DATE

TARA BRENNER
LICENSE
No 82305
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

COASTAL PROTECTION ENGINEERING LLC
5301 NORTH FEDERAL HWY
SUITE 335
BOCA RATON, FLORIDA 33487
PH. (561) 565-5100
C.O.A. FL. #33370
www.coastalprotectioneng.com

REVISIONS	
No.	Description

Designed by:	Checked by:
DN	CM

Drawn by:	Reviewed by:
FD	TB

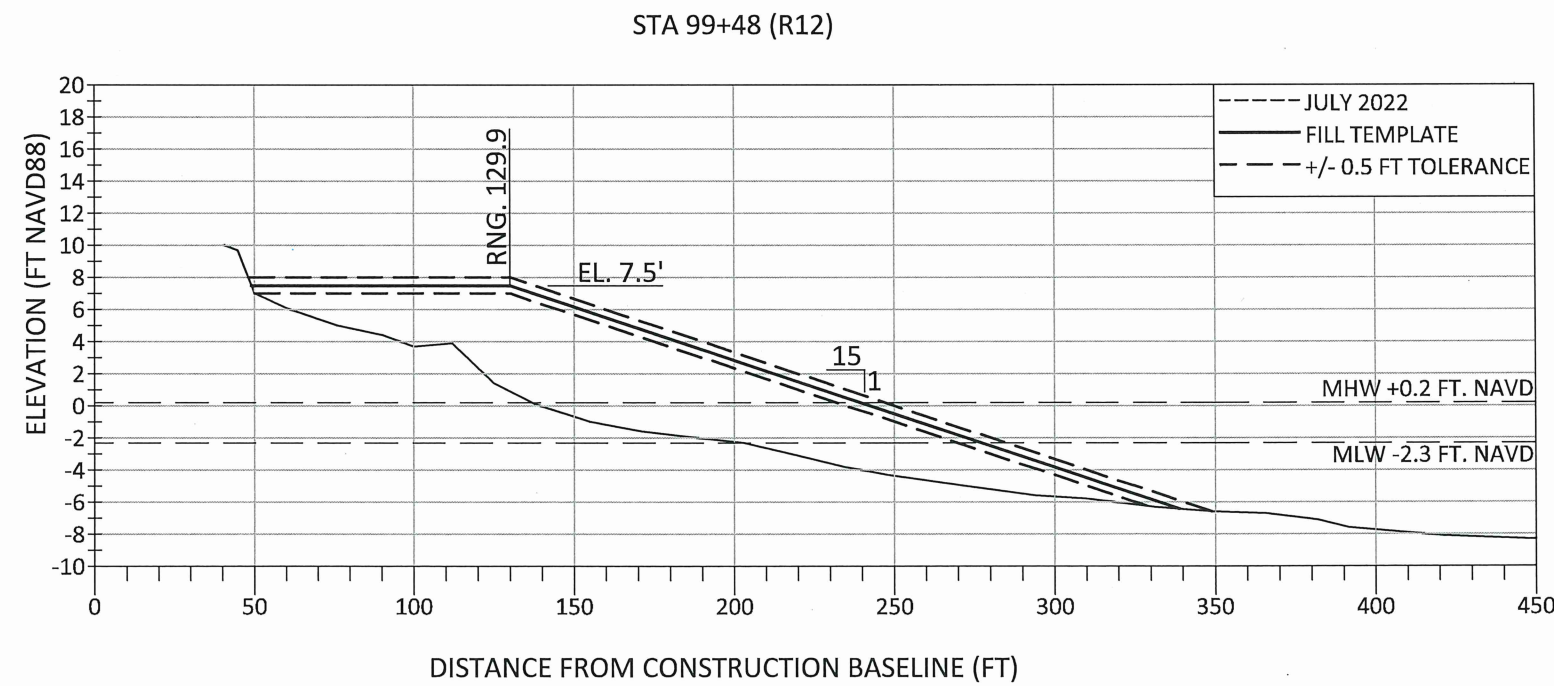
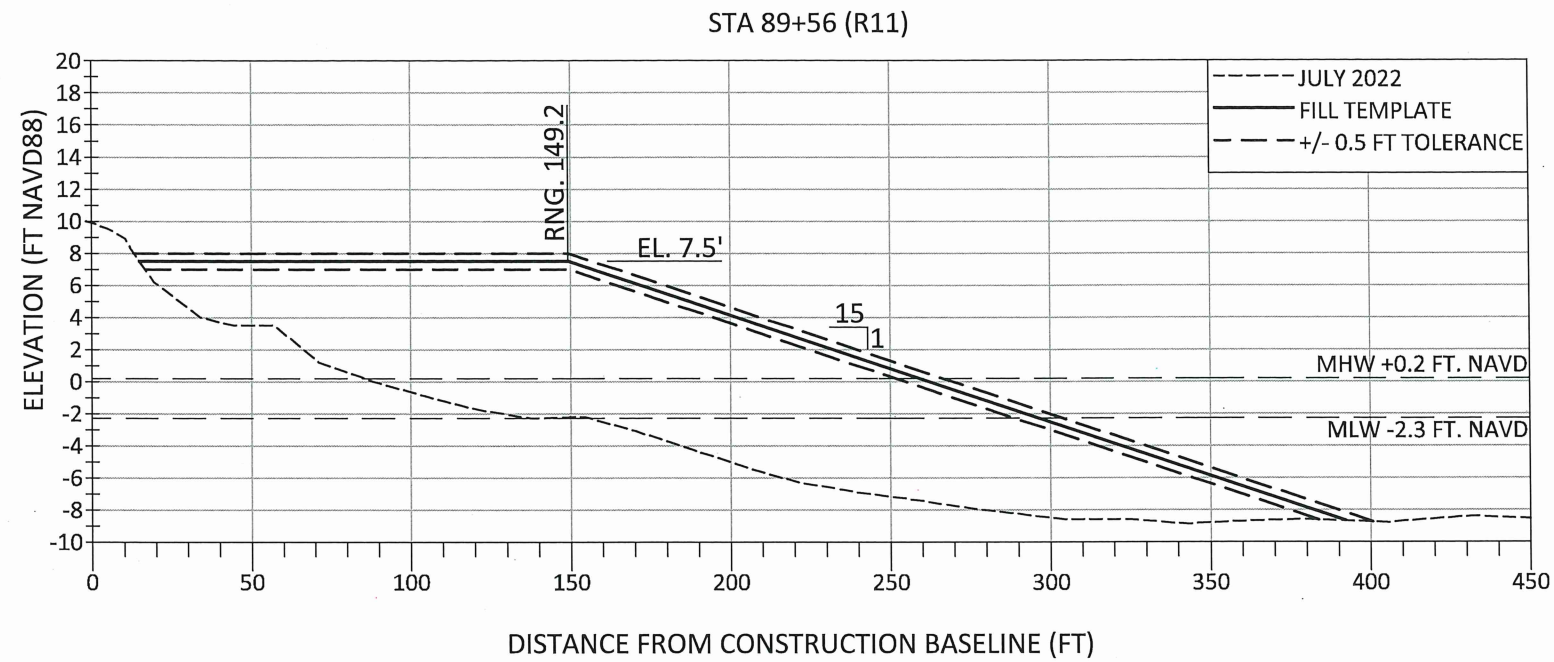
Date:	Submitted by:
8/31/2022	TB

Plot Scale:	Chart No.:
AS NOTED	2021010

CITY OF DEERFIELD BEACH/TOWN OF HILLSBORO BEACH
EBB SHOAL SAND PLACEMENT AREA
CONSTRUCTION PLANS
BROWARD COUNTY, FLORIDA
FILL PROFILES
(2 OF 3)

SHEET
10
OF 11

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CERTIFICATION:
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THE APPLICABLE SECTIONS OF 62B-41, F.A.C.

TARA BRENNER, P.E. 82305

DATE



CITY OF DEERFIELD BEACH/TOWN OF HILLSBORO BEACH
EBB SHOAL SAND PLACEMENT AREA
CONSTRUCTION PLANS
BROWARD COUNTY, FLORIDA
FILL PROFILES
(3 OF 3)

SHEET
11
OF 11

REVISIONS	
No.	Description

Designed by:	Checked by:
DN	CM
Drawn by:	Reviewed by:
FD	TB
Date:	Submitted by:
8/31/2022	TB
Plot Scale:	Chart No.:
AS NOTED	2021010

COASTAL PROTECTION ENGINEERING LLC
5301 NORTH FEDERAL HWY
SUITE 335
BOCA RATON, FLORIDA 33487
www.coastalprotectioneng.com
PH. (561) 565-5100
C.O.A. FL. #33370



DEPARTMENTAL RECOMMENDATION FOR COUNCIL APPROVAL

Subject: South Boca Raton Beach Renourishment - 6th Renourishment Event

Department: Municipal Division: Admin Council Meeting Date Requested 1/10/2023

Purchasing Contact: ☐ Ivelsa Guzman ☐ Jeremin Worlds ☒ Fernando Villalobos ☐ Robin Annexstein
☐ Micha Caldwell ☐ Neil Phillips ☐ George Hershewe ☐ Freddy Florial

Procurement Type: (Check applicable type)

☒ Sealed Bid Bid Number: 2023-06-FV

☒ Review of Bid documents and references made by: Michael Jenkin, Applied Technology & Management **(To be filled in by Department)**

☐ Sealed RFP RFP Number:

☐ Sole Source * Completion of Sole Source Form required

☐ Intergovernmental Name of Agency: Bid Number:

Contract Period:

☐ Change Order P.O. #: Bid/RFP No. Change Order Amount: \$

☐ Emergency * Comprehensive summary of emergency situation to be detailed in scope or provide Emergency Procurement authorization as an attachment

☐ Exempt Exempt Item per Procurement Code:

☐ Other \$5,948,545 (base bid) + \$600,000 (contingency) = \$6,548,545

Award Amount: \$ 6,548,545 for Fiscal 2023

Year

\$ 6,548,545 Total

Recommended award term is for: ☐ One year period ☐ Two year period
(per Bid /RFP term allowable) ☒ One time purchase ☐ Other: _____

Recommend award to: Great Lakes Dredge & Dock, LLC.

name of vendor(s)

Justification if recommended award is not to the low bidder is provided as:

Requisition Number(s) associated with this recommendation:

<u>Requisition #</u>	<u>Dollar Amount</u>	<u>Account #</u>
REQ0022274	\$6,548,545.00	354.44.11001.56300001.541.1440080.00 00

Scope (Details on who, where, why and how product/service will be used):

The South Boca Raton Beach Renourishment project occurs every seven years per FDEP guidelines. The base bid work consists of the placement of approximately 170,300 cubic yards (CY) of sand along approximately 5,060 linear feet (lf) of beach beginning 400 feet (ft) south of Boca Raton Inlet at DEP reference monument R223+269 and extending to the Palm Beach County border with Broward County at R227+946.

Approvals: Zachary Bihr, P.E.

Date: 12/21/22

Project Coordinator:

Date:

Division Head:

Department Head: zbihr@myboca.us Digitally signed by zbihr@myboca.us
Date: 2022.12.21 17:03:40 -05'00'

Date: 12/21/22

(Required Signature for Submission to Purchasing)



CITY OF
Boca Raton

MUNICIPAL SERVICES DEPARTMENT
2500 NW 1 AVENUE • BOCA RATON, FL 33431
PHONE: (561) 416-3385
(FOR HEARING IMPAIRED) TDD: (561) 367-7043
www.myboca.us

DATE: 12.21.2022

TO: Ivelsa Guzman, Purchasing
Manager Financial Services

FROM: Zachary Bihr, P.E., Director
Municipal Services

SUBJECT: South Boca Raton Beach Nourishment - 6th Renourishment Event
Bid No. 2023-06-FV
Project: 1440080
Contingency

Pursuant to Section 5-101 of the City's Procurement Code, we respectfully request approval to add a contingency of \$600,000 to the base bid amount for the subject-named project. This contingency request represents 10% of the base bid.

The contingency will allow for expeditious resolution of field conflicts which will minimize the length of any construction delays. We understand that the use of the contingency dollars shall be limited to resolving unknown conflicts and shall not be used for enhancements or to increase the scope of the work on the project.

Base Bid	\$ 5,948,545.00
Contingency	\$ <u>600,000.00</u>
Total	\$ 6,548,545.00

Sufficient funds are available to fund the aggregate amount of the base bid plus the contingency.

Please advise if you need additional information or if we can be of any assistance in processing this request.

cc:

To: Lauren Burack, PE; City Civil Engineer; City of Boca Raton

From: Mike Jenkins, Phd, PE; ATM Coastal Engineering Principal

Date: 12/20/22

Cc: Zach Bihr; Director, Municipal Services Department; City of Boca Raton

Re: **Review of Bidder References provided for Great Lakes Dredge & Dock Company, LLC. Bid 2023-06-FV South Boca Raton Beach Renourishment 6th Event**

This memorandum provides a summary of my review of the references provided by Great Lakes Dredge & Dock Company, LLC (GLDD); for the above noted solicitation. The primary reference provided is no longer with the USACE, but an alternate contact with direct knowledge of the project was identified (James Lagrone, CIV USARMY CESAJ) and a phone interview with the reference was conducted on 12/20/22. The following provides a summary of the reference interview:

1. The reference confirmed the following:
 - The work was conducted under a MATOC contract with the USACE – Jax District.
 - GLDD was the prime contractor responsible for the majority of the work performed.
 - GLDD completed the referenced projects (FCCE Shore Protection Projects, Ocean Ride and Delray Beach Project Segments).
 - Work was completed under FDEP JCP permits (#311339-001-JC and #178582-001-JC).
 - The work was completed in the time specified (completed March 2020).
 - The work was completed within the contract time (contract required completion of all project segments by May 1, 2020).
 - There were no contractor claims or change orders.
 - The contracted work included hydraulic dredging of offshore borrow areas for a State of Florida project with a minimum 200,000 cubic yards of sand and a minimum 1-mile shoreline sand placement consistent with the requirements of 6.1.a. Section 200 (Bid Requirements).

In summary the reference confirmed that the information submitted is accurate, the work was completed satisfactorily, and the work scope meets the qualification requirements of the subject bid.



City of Boca Raton

Tabulation for: 2023-06-FV South Boca Raton Beach Renourishment - 6th Renourishment Event

Opening Date: December 9, 2022 @ 3:00 PM

Tabulation is an indication of prices only and not a determination of the responsive, responsible bidders

 denotes vendor calculation error

				Great Lakes Dredge & Dock, LLC	
Item	Description	Quantity	Unit of Measure	Unit Price	Total Price
1	Mobilization / Demobilization	1	Lump Sum	\$3,975,000.00	\$3,975,000.00
2	General Conditions: Inclusive of Turbidity monitoring and reporting, construction stake recovery, manatee protection, smalltooth sawfish monitoring, & escarpment control.	1	Lump Sum	\$75,000.00	\$75,000.00
3	Hydraulic Dredging form the Ebb Shoal, Beach Placement on Boca South Beach.	170,300	Cubic Yard (CY)	\$10.55	\$1,796,665.00
4	Beach Tilling Boca South Beach: includes the beach width per lineal foot from the MHW line to the approximate vegetation or dune line.	4,752	Linear Feet (LF)	\$2.50	\$11,880.00
5	Nighttime Sea Turtle Nesting Monitoring at South Beach	20	Daily	\$2,000.00	\$40,000.00
6	Vibration Monitoring, Control, and Reporting CONTINGENCY OF 10%	1	Lump Sum	\$50,000.00	\$50,000.00 \$600,000.00
Base Bid form Grand total (items 1-6)					\$6,548,545.00
Mandatory Bid Alternates (Not to be Included in the Total Bid Price Items 1 – 6 above) Optional Award at City's Discretion for items 7 – 9					
7	Deerfield North Extension	2,000	Cubic Yard (CY)	\$30.00	\$60,000.00
8	Deerfield /Hillsboro Primary Placement Area	130,000	Cubic Yard (CY)	\$13.55	\$1,761,500.00
9	Hillsboro South Extension	50,000	Cubic Yard (CY)	\$26.50	\$1,325,000.00

**CONSTRUCTION CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

FOR

BID NO. 2023-06-FV

**South Boca Raton Beach Renourishment - 6th Renourishment
Event**



CITY OF BOCA RATON
201 W. PALMETTO PARK ROAD
BOCA RATON, FL 33432
(561) 393-7871

TABLE OF CONTENTS

BID NO. 2023-06-FV
South Boca Raton Beach Renourishment - 6th Renourishment Event
Project Number: 1440080

Bidding Requirements

Instructions to Bidders	Section 100
Bid Form and Attachments 1-7	Section 200
Attachment 1- Bid Submittal Checklist	
Attachment 2- Bid Bond	
Attachment 3- Certificate of Compliance with FL Trench Safety Act	
Attachment 4- Drug Free Work Place Form	
Attachment 5- Qualification Submittal	
Attachment 6- Questionnaire	
Attachment 7- Bidder Certification Regarding Scrutinized Companies	

Contract

Contract	Section 300 Page 1 to
<i>Includes Performance and Payment Bond, Insurance and Addendum(s)</i>	
Special Provisions	SP-1 – SP -4
General Conditions.....	GC -1 - GC - 32

Technical & Environmental Specifications

TS – 01 – TS – 39

Separate Table of Contents listed in Technical Specification Section

Schedule of Drawings

Drawing Pages	SHT 01- SHT 7
<i>Separate Table of Contents listed in Drawing package</i>	

Exhibit CMT - PURCHASING DIVISION VIRTUAL PUBLIC MEETING PROCEDURES

Attachments

1. FDEP JCP Permit
2. USACE Permit
3. Construction Drawings (Base bid)
4. Construction Drawings (Bid alternates)

BIDDING REQUIREMENTS SECTION 100 – INSTRUCTIONS TO BIDDERS

BID NO. 2023-06-FV
South Boca Raton Beach Renourishment - 6th Renourishment Event

1.0 Invitation to Bid

1.1 Due Date and Submittal Time

Sealed Bids for performing all Work in connection with the construction of the project titled: South Boca Raton Beach Renourishment - 6th Renourishment Event, will be received by the City of Boca Raton **before 3:00 p.m. on December 9, 2022** Bids shall be publicly opened through the procedure set out in Exhibit CMT . Additionally, Bids that are not received in a method provided in Article 10 herein, that were received after the above date/time, or that were mailed or misdelivered to an incorrect office or address will not be accepted and/or will be returned unopened as further detailed in Article 10.

The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes or additional information may be provided by the City.

1.2 Project Description and Conditions

The base bid work consists of the placement of approximately 170,300 cubic yards (CY) of sand along approximately 5,060 linear feet (lf) of beach beginning 400 feet (ft) south of Boca Raton Inlet at DEP reference monument R223+269 and extending to the Palm Beach County border with Broward County at R227+946. The elevation of the construction berm will be 8.44 feet NAVD and the seaward slope of the fill will be 1V:10H.

Three (3) mandatory bid alternates to be determined for inclusion/exclusion, in any combination, at the sole discretion of the City, include sand placement along Deerfield Beach North Extension (Bid Item 7), Deerfield / Hillsboro Primary Placement Area (Bid Item 8), and Hillsboro South Extension (Bid Item 9). (Authorization of the bid alternates shall be at the City of Boca Raton's sole discretion and shall be determined at the time of the Base Bid award.)

- Deerfield North Extension (Alternate 1 – Bid Item 7), includes placement of 2,000 CY above MHW between monuments R5 and R5+350 in Broward County. The elevation of the construction berm will be 10.0 feet NAVD and the seaward slope of the fill will be 1V:6H.
- Deerfield / Hillsboro Primary Placement Area (Alternate 2 – Bid Item 8), includes placement of 130,000 CY between monuments R5+350 and R9 in Broward County. The elevation of the construction berm will reduce (north to south) from 10.0 feet NAVD to 7.5 feet NAVD and the seaward slope of the fill will be 1V:15H.
- Hillsboro South Extension (Alternate 3 – Bid Item 9) includes placement of 50,000 CY between monuments R9 and R12+400 in Broward County. The elevation of the construction berm will be 7.5 feet NAVD and the seaward slope of the fill will be 1V:15H.

Beach compatible material will be dredged from the Boca Raton Inlet ebb shoal and hydraulically transported and placed to the grades and lines shown on the construction drawings. The construction drawings specify an order of work for excavating the borrow area and material placement shall occur along South Boca Raton beach first. **All dredging must be completed, and all construction equipment must be removed from the beach by April 30th, 2023.**

1.3 Virtual Pre-Bid Conference

Please be aware that the City will use **“Go To Meeting” to hold the PRE-BID CONFERENCE, virtually, on November 17th at 10:00 a.m.**, which will be open for all interested parties to attend. City personnel will be on the virtual conference to answer questions and explain the intent of the Bid Documents. While attendance during this virtual Pre-Bid Conference is not mandatory, all interested parties are strongly urged to attend.

Instructions for participating / joining the “Go To Meeting” are provided in Exhibit CMT. Please review them in detail and in advance so that there is no issue when joining the Pre-Bid Conference.

1.4 Site Inspection/Site Visit - NOT USED (Site is open to the public)

Project Location **Beach access through South Inlet Park, address, 1100 S Ocean Blvd, Boca Raton, FL 33432, Park is open sunrise to sunset.**

2.0 Conditions for Bid Submission

All conditions and requirements for Bid submission, consideration, and award are contained in the Bidding Requirements, Section 100 and Section 200.

The documents to be utilized for bidding of the Work consist of the following:

- Instructions to Bidders, Section 100
- Bid Form and Attachments 1 through 7, Section 200
- Contract and Forms, Section 300
- Special Provisions
- General Conditions
- Technical Specifications
- Addenda
- Drawings

3.0 Definitions

The definitions for all terms used in the Instructions to Bidders, Bid Form and all other documents included in the Contract documents shall be as defined in Article 1 of the General Conditions.

4.0 City Procurement Contact

Fernando Villalobos, Senior Buyer, fvillalobos@myboca.us, 561-393-7875

5.0 Bid Security Requirements and Return of Bid Bonds

Each Bid shall be accompanied by a bid security in the form of an original surety company bid bond for the Bidder, issued by a surety authorized to transact business in Florida, or certified check, drawn upon any State or National bank in Florida made payable to the City of Boca Raton, which shall be in an amount not less than five percent (5%) of the amount of the total Bid.

If a bid bond is submitted on a form other than that provided, such submission may result in the Bid being declared non-responsive.

If a Bidder submits an electronic Bid response (as provided below), the bid security still must be submitted as an original bid bond (electronic submission of a bid bond is prohibited). Such Bidder must submit their original bid bond to the City in a sealed envelope, with the solicitation number, solicitation title, date and the time of bid opening, and address listed on the envelope, by the solicitation due date and time. A date/time stamp will be placed on the sealed bid security envelope at time of receipt. Delivery location for bid security (bid bond):

City of Boca Raton
City Hall / Attn: Purchasing Division
Att: Fernando J. Villalobos
Bid No. 2023-06-FV, South Boca Beach Renourishment, 6th Renourishment Event
201 W. Palmetto Park Road
Boca Raton, FL 33432

- i. Enter building through the front entrance door (North side of City Hall Building).
- ii. Check in at the reception area and identify that you have a bid security for delivery to the Purchasing Division. A representative from the Purchasing Division will be contacted to receive the bid security submittal or will already be at the reception area. The Purchasing Division representative will place a date/time stamp on your sealed bid security envelope to confirm receipt is prior to the closing date and time.

Any Bid received without a valid bid security will be rejected. Electronic submission or faxed bid bonds are not acceptable and will be rejected.

Upon written request the Bid security will be returned, except for the three (3) lowest Bidders, within **ten (10) calendar** days after the opening of Bids, and the remaining bid securities of the three lowest Bidders will be returned upon written request after the City and the Successful Bidder have executed the Contract, or if no Contract has been awarded, **within ninety (90) days** after the date of opening of Bids, or upon written request of Bidder at any time thereafter, so long as the Bidder has not been notified of acceptance of its Bid. A Written request to return the bid security shall be submitted to Fernando J. Villalobos through the following email address: fvillalobos@myboca.us. A Bid bond will be returned by U.S. mail.

If the Bidder to whom the Bid is awarded does not execute the Contract as contained in the Contract Documents, and furnish the required documentation within **fourteen (14) days** of the date of Notice of Award, the bid security shall be paid to and retained by the City as liquidated damages. The Bidders agree with the City that the amount of bid security fairly and reasonably represents the amount of damages the City will suffer due to the failure of the Bidder to fulfill his obligations required herein. The Bidder further agrees it will not seek a refund, not claim, controvert or contest the City's retention of the bid security.

6.0 Qualification of Bidder Requirements

- 6.1. The City will not award a Bid to any Bidder who cannot prove to the satisfaction of the City that the Corporation/Partnership/Individual identified on the Signature of Bidder form has provided written references that meet the below requirements. References that are for work performed by a parent corporation or by an affiliated subsidiary will not be considered by the City to meet the reference requirements.

The following are the requirements for references:

- a) The City requires a minimum of one (1) satisfactory reference that is for hydraulic dredging of offshore or inlet ebb shoal borrow areas/sites **for a State of Florida project** with a minimum 200,000 cubic yards of sand and minimum 1 mile shoreline sand placement.

or

The City requires a minimum of two (2) satisfactory references that is for hydraulic dredging of offshore or inlet ebb shoal borrow areas/sites **for any United States coastal project** with a minimum 200,000 cubic yards of sand and minimum 1 mile shoreline sand placement.

- b) A minimum of one reference must be for work performed under a United States Army Corps of Engineers (USACE) or a Florida Department of Environmental Protection permit. The Bidder must provide the permit number(s).
 - c) The Bidder must have been the prime contractor for the work performed for each reference, and each reference shall identify the owner of the project for which the Bidder performed such work. Any reference submitted for which the Bidder was not the prime contractor (i.e. where Bidder was a subcontractor for a project engineer or contractor) will not satisfy this requirement.
 - d) All references shall be for projects that were completed within the period of September 1, 2017 through the bid opening date.
- 6.2 The City will not award a Bid to any Bidder who cannot provide evidence that the Corporation/Partnership/Individual identified on the Signature of Bidder form has been in business for a minimum of one (1) year before the Bid opening date, excluding any affiliate or parent companies. Evidence verifying that Bidder has been in business for of a minimum of one (1) year shall be provided to the City and such verification may include, but is not limited to, a report/document filed with or from a Department of State, either in the State of Florida or the state of origin of Bidder's firm, evidencing the date upon which the Bidder began operating as a business.
- 6.3. The City will not award a Bid to any Bidder who cannot provide evidence that the Corporation/Partnership/Individual identified on the Signature of Bidder form is fully certified and licensed at time of Bid opening for type of Work to be performed. Copies of all applicable certificates and licenses must be submitted with this Bid or Bidder must provide website addresses of certifying/licensing agencies so that City may verify such certificates and licenses. Certificates and licenses must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.
- 6.4 The City will not award a Bid to any Bidder who is not financially able and organized to successfully carry out the Work covered by the Contract Documents in the required time, as determined in the sole discretion of the City.

7.0 Interpretation / Inquiries / Correction of Bidding Document

All Bidders shall carefully examine the Bidding and Contract Documents that will be utilized. Any ambiguities, errors or inconsistencies shall be brought to the attention of the City procurement contact in writing prior to the opening of Bids. Failure to do so by the Bidder will constitute an acceptance by the Bidder of any subsequent decision by the City and a waiver of any such ambiguity or inconsistency.

- 7.1 Bidders shall promptly notify the City Procurement Contact in writing of any ambiguity, inconsistency or error which is discoverable upon examination of the Bidding Documents or of the site and local conditions. **Such notice to be provided at least seven (7) calendar days prior to the date for receipt of Bids at the address listed below.**

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the City at the address listed below at least seven (7) calendar days prior to the date for receipt of Bids. Bidders requesting clarification or interpretation of the Bidding Documents shall identify in their correspondence the Article, Section or Drawing Page for each inquiry made.

Inquiries shall clearly address the Bid number and Bid title in the subject line and be addressed to the City's Purchasing Division at:

City of Boca Raton/Purchasing Division
201 W. Palmetto Park Road
Boca Raton, Florida 33432
FAX: 561-393-7983
Attn: City procurement contact: Fernando Villalobos
Email: fvillalobos@myboca.us

With copies to the consulting Engineer of record at:
Applied Technology and Management Inc.,
2047 Vista Parkway Suite 201
West Palm Beach, FL 33411
Robert Neal, P.E.
Email: RobertB.Neal@appliedtm.com

- 7.2 **Oral explanation given before the opening of the Bid will not be binding.** Any interpretation or corrections to the Bidding Document will be in the form of an Addendum. Only questions answered by formal written Addenda will be binding on the City.

The City will make every effort to notify registered Bidders by e-mail that an addendum has been made to the Bid. Bidder shall be responsible for logging in to the Bidding system prior to submitting their Bid and shall ascertain that Bidder has obtained all Addenda issued, and receipt of all such Addenda shall be acknowledged by the Bidder in their Bid submittal. Bidders shall verify addendums issued by visiting the City of Boca Raton Purchasing Division Website, Bidding Opportunities link at <https://brpurch.ionwave.net/Login.aspx> Upon logging in to the system, Addendums will be identified in the Bid Attachments section of the electronic Bidding system.

The City shall not be responsible for providing notice of Addenda to potential Bidders who receive a Bid package from other sources.

8.0 Preparation of Bids and Withdrawal

- 8.1 Each Bid shall be legibly written or printed in ink or typed, submitted on the Bid Form herein and shall be manually signed in ink by an officer or employee having authority to bind the company or firm. If erasures or other changes appear on the form, each erasure or other change shall be signed or initialed by the person signing the Bid. If initialed, the City may require the Bidder to identify any alteration so initialed. Bidders are at their own risk when submitting Bid forms that have been reproduced/scanned. Bid submittals with reproduced/scanned Bid Form pages that do not exactly match the original Bid document may result in the City determining that the Bid submittal is non-responsive.
- 8.2 Changes or additions to the Bid Form, recapitulations or changes in the work bid upon, alternative proposals, or any other modifications of the Bid Form, Attachments to the Bid Form,

or the bid documents, which are not specifically called for in the bid documents may result in the City's rejection of the Bid as non-responsive to the Bidding Requirements.

- 8.3. The unit price will prevail in the event of extension error(s), and the Bidder's total offer will be corrected accordingly. If there are addition errors, the Bidder's grand total will be corrected accordingly. Bidders must check their Bid proposal where applicable. Failure to do so will be at the Bidder's risk.
- 8.4 All blank spaces in the Bid Form for the Contract bid must be filled in.
- 8.5 Bidder shall refer to Section 100, Article 10 and Section 200, Bid Form and Attachments for specific requirements relating to submitting the Bid Form and each attachment document for their Bid submittal.
- 8.6 Bidder shall have the ability to comply with all insurance requirements of the awarded Bidder, which are set out in the below Contract (noted as Section 300 at the bottom of the Contract) and Forms, Item 13, Provision and Maintenance of Insurance.
- 8.7 All costs directly or indirectly related to preparation of a response to this Bid, or information required to supplement and/or clarify the Bid that may be required by the City, shall be the sole responsibility of and shall be borne by the Bidder(s).
- 8.8 Bidders will be permitted to withdraw their Bids at any time prior to Bid opening, but not thereafter. A notice of withdrawal of Bid letter must be received by the Purchasing Division prior to the opening date and time to be considered and shall be the responsibility of the Bidder to confirm receipt and acceptance of their letter. Failure to provide timely written notice of the withdrawal of a Bid to the City prior to the Bid opening shall invalidate any attempt to withdraw received thereafter.

9.0 Existing Conditions

Each Bidder shall acquaint themselves thoroughly as to the character and nature of the Work to be done. Bidder is to visit the site to ascertain pertinent local conditions by inspection and inquiry, such as the location, accessibility, surface and sub-surface conditions and general character of the site, labor conditions and character and extent of existing work within or adjacent thereto, and any other work being performed thereon.

10.0 How to Respond to This Bid

This Bid package contains all of the information and documents necessary to prepare and submit a responsive Bid. Bidders are cautioned to read all of the documentation provided. Bidder will be responsible for complying with all requirements identified herein.

The City of Boca Raton shall not be responsible for the content of Bid response packages or addenda received from any third party source.

- 10.1 Either of the following two options may be utilized by a Bidder to submit a sealed Bid response.
 - A. Submission of the Bid response by electronic transmission using the City's electronic bid system located at <https://brpurch.ionwave.net/Login.aspx>. In order to submit the bid electronically: (1) the Bidder must print the Bid documents; (2) all required bid data/information must be added to the Bid documents and included forms; (3) an individual authorized to contractually bind the Bidder must sign all required Bid forms; (4) the entire Bid response and all signed forms must be scanned to PDF format; and (5) the Bidder shall upload the scanned Bid response and signed Bid forms to the City's

electronic bid system pursuant to the directions in the electronic bid system. Please note that the maximum file size is 100 MB for an uploaded file. Bid security may not be uploaded as an electronic file and shall be submitted as detailed in Article 5.

Bidder's response shall not contain any alteration to the Bid documents that were posted by the City other than entering data, information and signatures required by the Bid in the spaces provided for such data, information and signatures, and by including attachments as necessary. By submission of an electronic Bid response, Bidder affirms that a complete set of Bid documents was obtained from the City's electronic bid system and that Bidder made no alteration of any kind or nature to the Bid documents other than entering data, information and signatures required by the Bid or by including attachments as part of the Bid response.

Electronic Bid submissions are only permitted to be uploaded prior to 3:00 p.m. (Boca Raton, FL local time) on the Bid due date. Any attempt to upload a late Bid response at or after 3:00 p.m. (Boca Raton, FL local time) on the Bid due date will be rejected by the City's electronic bid system.

It is highly recommended that Bidders submit their Bid response as an electronic submission using the City's electronic bid system.

- B. Delivery of the Bid response as a sealed paper bid response. Bid Form and Attachments, as denoted in Section 200 of the Bid, shall be enclosed in a sealed envelope addressed to:

City of Boca Raton
City Hall /: Purchasing Division
Attn: Fernando J. Villalobos
Bid No. 2023-06-FV
South Boca Beach Renourishment, 6th Renourishment Event
201 W. Palmetto Park Road
Boca Raton, FL 33432

- i. Enter building through the front entrance door (North side of City Hall Building).
- ii. Check in at the reception area and identify that you have a Bid package for delivery to the Purchasing Division. A representative from the Purchasing Division will be contacted to receive the Bid submittal or will already be at the reception area. The Purchasing Division representative will place a date/time stamp on your Bid submittal package to confirm receipt is prior to the closing date and time.

The envelope shall be identified on the outside with the Bidder's name and address, the date and hour set for the Bid opening and the notation: **"Bid For: South Boca Raton Beach Renourishment - 6th Renourishment Event, Bid No. 2023-06-FV."**

One original of the Bid package is to be submitted for evaluation

No responsibility will be attached to the City for premature opening of or failure to open a Bid not properly identified.

- 10.2 A Bid response submitted either by upload or by hand-delivery after the specified due date and time will be rejected. As indicated above, the City's electronic bid system will not accept Bid responses that are attempted to be submitted after the due date/time. As to a hand-delivered Bid response, it will be rejected and returned unopened when the Bidder attempts to hand-deliver it or it will be rejected when it is attempted to be hand-delivered by a third party mail service. If the Bid response is delivered after the required date and time and a City representative is not available to reject it, that Bidder will be notified that the Bid response was submitted after the required/specified date and time and the City will return the Bid response, as long as the Bidder name and address is available on the Bid response package.

The names of the Bidders who have submitted a Bid response will be made available on the Purchasing Division Web page, which is: <https://www.myboca.us/253/Tabulations-Award-Recommendations>

- 10.3 A Bidder's Bid response (either uploaded or hand-delivered) shall be signed only by an individual authorized by the Bidder to both execute such bids and to bind the Bidder. For electronic submissions, the signature included shall be deemed an original signature, shall be binding on the Bidder, and shall be relied upon by the City as a document authorized by the Bidder for all purposes.
- 10.4 Bid shall be submitted prior to the time and date for receipt of Bids indicated in the Instructions to Bidders, or the modified time and date as indicated by Addendum and identified in the City's electronic bidding system at <https://brpurch.ionwave.net/Login.aspx>
- 10.5 Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Time clock located in the Purchasing Division will be used for documenting the date and time of receipt for each bid response.
- 10.6 Oral, facsimile, telephone or telegraph Bids or Bid Security are invalid and will not receive consideration, including faxed Bid security documents.
- 10.7 No Bidder shall submit more than one Bid as detailed in Item 11.2.
- 10.8 **Bidders hand delivering Bids shall:**
Follow the directions as provided in Item 10.1, Item B.
- 10.9 Online real-time viewing of sealed Bid openings, in lieu of physical assembly for viewing, will proceed in the same manner as procurement ordinarily performs such openings as detailed in Exhibit CMT, as attached herein.

11. Consideration of Bids

- 11.1 Opening of Bid Submittals: The properly identified Bid submittal received on time will be opened publicly pursuant to the procedures set out on Exhibit CMT and the grand total figure and name of Bidder will be read aloud. Upon opening of the sealed Bid(s), the Bid(s) are subject to public disclosure consistent with Florida Statutes.
- 11.2 Rejection of Bid Submittals: The City reserves the unqualified right, in the City's sole and absolute discretion, to reject any and all Bids, to readvertise and resolicit Bids for this project, cancel the Bid, reject a Bid submittal not accompanied by a required Bid security or by other data required as denoted in Section 200, Bid Form and Attachments, or reject a Bid submittal which is in any way incomplete or irregular either on its face or as detailed in the City of Boca Raton Procurement Code. In consideration of the City's evaluation of submitted Bids, the Bidder, by submitting its Bid, expressly waives any and all claims for damages, of any kind what so ever, in the event the City exercises its rights provided for in this subsection.

More than one (1) Bid received for the same work from an individual, firm or partnership, a corporation or association under the same or different names will not be considered. Reasonable ground for believing that any Bidder is interested in more than one (1) Bid for the same work will cause the rejection of all such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

11.3 Acceptance of Bid submittal:

It is the intent of the City to award a Contract to the lowest responsive and responsible Bidder provided the Bid submittal has been submitted in accordance with the requirements of the Bid documents and does not exceed the budgeted funds available. The City shall have the right to waive any irregularities, scrivener's errors, technicalities, informalities, or to accept the Bid which in the City's sole and absolute judgment, will under all circumstances, best serve the City's own best interests.

The City shall have the right to accept Alternates in any order or combination provided explicitly in the Bid Form and will determine the low Bidder solely based on the sum of the Base Bid (line items 1 through 6). The Alternate (line items 7 through 9) will be an optional award at the sole discretion of the City.

11.4 Determining Responsibility

The determination of a Bidder's responsibility shall be within the sole discretion of the City. In order to determine responsibility, the City may obtain and consider any information the City deems relevant to this determination. The following are qualifications of a Bidder that the City may consider when determining responsibility:

- a) Pursuant to Section 1-201 of the City's Procurement Code, a Bidder's capability in all respects to perform fully the contract requirements, and a Bidder's tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
- b) The quality of a Bidder's performance of previous contracts with other entities and/or with the City.
- c) Whether a Bidder's performance of previous contracts with other entities and/or with the City were completed within the time period specified.
- d) The sufficiency of a Bidder's financial resources to meet the obligations of the contract and to perform all required services.
- e) A Bidder's quality control program.
- f) Any of the following during the prior five (5) year period: litigation threatened or filed against a Bidder or by a Bidder, any reprimand or suspension by a regulatory agency, or any suspension by any professional association.
- g) A Bidder's ability to provide future maintenance, service, or support for the goods and services under contract.
- h) Whether a Bidder is in arrears to another entity or to the City on a debt or a contract.
- i) Whether a Bidder has been in default on a surety bond or is or has been delinquent in regard to taxes or assessments.
- j) Any such other information regarding a Bidder as the City may deem relevant to determine its responsibility.

11.5 Any Bidder's listing of exceptions in its Bid or conditions of their Bid will in no way obligate the City at any time to change the conditions of its Bid or Contract and may be cause for rejection of a Bidder's Bid.

11.6 Drug Free Work Place

Preference shall be given to businesses with Drug-Free Work Place programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a Drug Free Work Place shall be given preference in the award process.

11.7 Public Entity Crimes Information Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime **may not submit a Bid on a contract** to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to public entity, may not be awarded or perform work as a Contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.0 **Post Bid Evaluation**

12.1 The City may hold a pre-award conference at a time and place to be designated or by phone conference. The lowest responsive Bidder shall be prepared to discuss with the City the manner in which Bidder proposes to conduct their work in compliance with all Bid and Contract requirements. The City may conduct such investigations and require supplemental information or clarification as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidder.

12.2 The lowest and most responsive Bidder may be requested to supply to the City project manager at this meeting, or when otherwise requested, pertinent information to substantiate that:

- a) Bidder maintains a permanent place of business;
- b) Bidder has adequate plant and equipment to do the Work properly and expeditiously;
- c) Bidder has suitable financial resources to meet the obligations of the Work as they come due;
- d) Corporation/Partnership/Individual identified on the Signature of Bidder form has been in business for a minimum of one (1) year;
- e) Bidder has the appropriate substantial, successful contractual and technical experience in similar Work (the City reserves the right to request additional history of the Bidders performance);
- f) The subcontractors proposed for use are qualified to perform the Work. A listing of proposed subcontractors must be submitted to the City for approval. The City reserves the right to disapprove of proposed subcontractors that are found to be unqualified. If City or Engineer has a reasonable objection to any proposed subcontractor, other person or organization, either may, before the Notice of Award, request the apparent low Bidder to provide an acceptable substitute. If the apparent low Bidder declines to make any such substitution, the City may elect not to award the Contract to such Bidder;
- g) Bidder is fully licensed at time of Bid opening to perform the Work;

- h) Bidder must provide to the City, at this time, any additional copies of all pertinent licenses, certificates of competency, etc. that have not been previously submitted;
- i) Bidder shall produce satisfactory evidence that all subcontractors proposed to be used hold applicable valid state, county and local licenses or certificates of competency covering all operations and all requirements of agencies or boards having jurisdiction over the Work of this Contract;
- j) Bidder will perform a minimum of 50% of the Work with their own organization and declare what portion Bidder intends to subcontract;
- k) Bidder to provide a preliminary progress schedule which shall consist of a diagram which shows the order in which the Bidder proposes to perform the Work within the constraints and sequencing conditions set forth in the specifications and shall indicate starting and completion dates for key project milestones. Activities shall further identify significant submittals/approvals, major equipment deliveries, equipment testing, City's responsibilities, and those of affected utilities and other similarly involved third parties;
- l) Bidder will provide a preliminary schedule of values which shall consist of an itemization of the Bid by major structures or areas of Work; and
- m) Bidder shall provide a description of how the bidder proposes to complete the project including schedule, methods, materials, equipment and any subcontractor(s) in connection with excavating, transporting, placement and grading of sand per the Contract documents.
- n) Bidder shall not supply false, inaccurate, misleading, or exaggerated information as such shall cause the Bidder to be disqualified from consideration for award. Failure to supply the requested documentation within the timelines established by the City may result in the Bidder being considered non responsible.

13. Award of Bid/Notice of Award

- 13.1 The Bid, if awarded, will be awarded to the lowest responsible and responsive Bidder whose Bid meets the requirements and criteria set forth in this Bid. Bid forms, bidder qualifications and other factors will be considered. The City shall have the right to accept Alternates in any order or combination provided explicitly in the Bid Form and will determine the low Bidder solely based on the sum of the Base Bid (line items 1 through 6). The Alternate (line items 7 through 9) will be an optional award at the sole discretion of the City.

Award recommendations shall be subject to the approval of the City Manager, City Manager designee or City Council as provided for in the City's Code of Ordinances. Award recommendations to be posted on the City of Boca Raton Purchasing Division Notice Board for a period of three (3) business days prior to making the award.

- 13.2 If the Bid is awarded, the City will give the successful Bidder a Notice of Award within **ninety (90)** days after the date of the Bid opening.

14.0 Contract and Surety Bond

- 14.1 When City provides a Notice of Award to the Successful Bidder, as identified on the Signature of Bidder Form, such notice will be accompanied by at least two (2) unsigned counterparts of the Contract and all other Contract Documents. Within **fourteen (14) days** of the date of Notice of Award, Successful Bidder shall be required to execute the Contract and all contract forms included in Section 300 and deliver at least two (2) executed counterparts of the Contract and

all such contract forms to the City project manager who shall be identified on the Notice of Award.

- 14.2 The Successful Bidder as identified on the Signature of Bidder Form shall be required to provide a Payment and Performance Bond Bonds in the amount of **one hundred percent (100%)** of the Contract amount. The form of such bonds shall be substantially in the form prescribed by 255.05, Florida Statutes and as provided herein.

Such Payment and Performance Bond Bonds shall be conditioned on the faithful performance of the Contract and the Contract Documents and on the payment of all persons supplying labor and furnishing materials for the Work as required by the applicable laws. The Bonds shall be maintained in full force for a period of one year after the date of final completion and acceptance, as a guarantee that the Contractor will make good any faults or defects in the work arising from improper or defective workmanship or materials which may appear during the period. The company acting as surety must appear and remain on the Treasury Department's most current list (Circular 570, as amended) during construction, guarantee and warranty periods, shall be licensed to act as surety in the State of Florida, and shall be subject to the City's approval, in its sole discretion. The surety shall be a minimum bond rating of Best's rating of "A" and Best's Financial size category of not less than Class VII.

15.0 Formation of Contract

- 15.1 The Contract shall not become effective unless and until all the precedent conditions as set forth herein have been completed and accepted by the City and the Contract has been signed and dated by the Mayor or City Manager as authorized by the City Council or by the City Manager as authorized by the City Code of Ordinances.

The Bidder to whom the Bid is awarded shall be required to execute the Contract Documents contained in this bound Bid package within fourteen (14) days of Notice of Bid Award and return two sets of the executed Contract and required Contract attachments to the City Project Manager.

- 15.2 Upon issuance of the Notice of Award, the following submittals shall be required to be provided by the Successful Bidder to the City at the time of submittal of the Contract Documents for further review/execution by the City:

- a) Original or certified copy of Certificate of Insurance with all required endorsements/stipulations as stated in the Contract,
- b) Executed Payment and Performance Bond Bonds (as further detailed in section 14.2)
- c) Any other required documentation as stated in the bidding requirements.

- 15.3 If the Successful Bidder to whom the Bid is awarded does not execute the Contract and furnish the required Surety Bond and insurance per the Contract, and other required documentation within **fourteen (14) days** of the date of Notice of Award, the City may withdraw the Notice of Award, in its sole discretion, and the Bid Security of that Bidder will be forfeited. The Bid Security shall be paid to the City as damages and the City shall have the right to award the Bid to the next lowest responsive and responsible Bidder or to cancel the Bid.

16.0 Notice to Proceed

A Notice to Proceed will be issued by the City within **sixty (60) days** from date of Contract execution (the date executed by the City). The date of commencement of Work shall be no later than **ten (10) days** after the start date on the Notice to Proceed.

17.0 Pre-Construction Conference

A Pre-Construction Conference will be held with the City and may include the Architect/Engineer, the successful Contractor and any other interested parties after award of the Contract.

18.0 Laws/Ordinances/City Policies

Bidders shall observe and comply with all Federal, State, County, Local and Municipal laws, ordinances, rules and regulations that would apply to this contract.

19.0 Code of Ethics / Cone of Silence

If any Bidder violates or is a party to a violation of the Code of Ethics of the City of Boca Raton, Palm Beach County and/or the State of Florida Code of Ethics with respect to this Bid, such Bidder may be disqualified from performing the Work described in this Bid or from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from Bidding on any future Bids for Work or for goods or services for the City of Boca Raton for a minimum period of three (3) years. Copies of the City, Palm Beach County and State Ethics Codes are available at the Office of the City Clerk, City of Boca Raton, 201 West Palmetto Park Road, Boca Raton, Florida.

Bidder shall comply with all Florida laws relating to conflicts of interest, including Section 112.313, Florida Statutes and shall under appropriate circumstances as detailed in **Form 3A, Interest in Competitive Bid for Public Businesses**. This form may be obtained from the State of Florida Commission on Ethics website at:
<http://www.ethics.state.fl.us/Documents/Forms/Form3A.pdf?cp=2019614>

Any person who acts as a lobbyist pursuant to City Code, Article V. Code of Ethics, Division 2, Lobbyist Registration, must register with the City Clerk prior to engaging in lobbying activities before City staff, boards, committees and / or the City Council, or any member thereof. Separate registration is required for each principal / client represented and each City matter. All registrations expire on December 31st of each calendar year and new registration is required. The form is available for your review at
http://discover.pbcgov.org/legislativeaffairs/Pages/Lobbying_Forms.aspx

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Boca Raton. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this Bid. You are required to comply with Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance during this procurement process. The complete Palm Beach County Lobbyist Registration Ordinance, including Section 2-355, may be found on the Palm Beach County Ethics website at
<http://www.palmbeachcountyethics.com/ordinances-codes.htm>

20.0 Procurement Code

This Bid is governed by the City of Boca Raton Procurement Code. A copy of the Procurement Code is available for your review at the City Purchasing Office or by email, upon request by contacting the Purchasing Division at 561-393-7871.

21.0 Public Records

Bidders are advised that the Sunshine Law and Public Records Act (Chapters 286 and 119, Florida Statutes, respectively) are applicable to the City. Information and materials received by the City in connection with a Bid, as provided by Florida law, are public records.

22.0 Scrutinized Companies Certification

Section 287.135, Florida Statutes, prohibits the City from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel, and from contracting for goods or services of one million dollars or more with companies that are on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, or are engaged in business operations in Cuba or Syria. Section 287.135, Florida Statutes, further provides that a Bidder is not entitled to bid on any contract for goods or services of any value if that Bidder is on the Scrutinized Companies that Boycott Israel List or is otherwise engaged in a boycott of Israel or on any contract for goods or services valued over one million dollars if that Bidder is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, or is engaged in business operations in Cuba or Syria.

Upon submitting its Bid, Bidder shall certify compliance with section 287.135, Florida Statutes, by executing the Bidder Certification regarding Scrutinized Companies, which is Attachment 7 to Section 200. The City reserves the right to terminate any contract in which a Bidder provides a false certification or otherwise violates Section 287.135, Florida Statutes.

23.0 E-Verify

Should Bidder become the Contractor for Bid No. 2023-06-FV, by entering into this Contract, the Bidder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

24.0 No-Bid Response

Bidders may submit a statement of no-bid by using the City's electronic bidding system.

BIDDING REQUIREMENTS
SECTION 200 – BID FORM AND ATTACHMENTS

** left blank intentionally **

BID FORM
BID NO. 2023-06-FV
South Boca Raton Beach Renourishment - 6th Renourishment Event
Project: 1440080

TO: CITY OF BOCA RATON

FROM: _____

(Bidder)

THE UNDERSIGNED BIDDER, as identified on the Signature of Bidder Form, having familiarized himself with the Work required by the Contract Documents, the site where the Work is to be performed, local labor conditions and all laws, regulations, and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work;

HEREBY PROPOSES and agrees, if this Bid for South Boca Raton Beach Renourishment - 6th Renourishment Event, **BID NO. 2023-06-FV**, is accepted to enter into a Contract in the form attached, to perform all Work, including the assumptions of all obligations, duties and responsibilities necessary to the successful completion of the Contract within the times indicated in the Contract, and to furnish all materials and equipment required to be incorporated in and form a permanent part of the Work, including tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; all the Work necessary to complete construction in place and ready for use, the disposal of all excess materials, repair or replacement of damaged or destroyed property and the final cleaning up of the Work; and to supply all required bonds, insurance and submittals; all as indicated or specified in the bid requirements to be performed or furnished by Bidder for the total bid price of:

_____ dollars

(\$ _____)

This bid total is the sum of the extended prices as shown on the final Bid Form (items 1 – 6).

Bidder hereby agrees to commence Work under this Contract no earlier than January 10, **2023**, as indicated on the "Notice to Proceed" by the City and to fully complete the Work **by April 30, 2023**, as stipulated in the Contract Documents.

Bidder represents and hereby states that he/she and his/her subcontractors are familiar and capable to perform such construction.

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly.

BID FORM
BID NO. 2023-06-FV
South Boca Raton Beach Renourishment - 6th Renourishment Event

- Bidder hereby certifies that the only person/persons interested in this Bid, as principal or principals, is/are named herein and that no other than herein mentioned has any interest in the Bid; that this Bid is made without connection or arrangement with any other person, company, or parties making a Bid and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The full names and addresses of parties interested in this Bid as principals are as follows or submitted as an attachment _____ Submitted as attachment

Name:	Name:
Address:	Address:
City/State/Zip:	City/State/Zip:

- Bidder understands and acknowledges that the City reserves the right to reject all Bids and to waive any informality in Bidding. Bidder agrees that the City may reduce or delete any Work items as deemed necessary or as desired. Such reduction or deletion of Work items shall not constitute a basis for withdrawal of this Bid.
- Bids shall remain valid for a minimum period of ninety (90) calendar days after the day of the Bid opening. Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual agreement between City, the Bidder recommended for award, and the surety, if any.
- The Bidder hereby acknowledges the receipt of the following Addenda issued by the City and incorporated into and made part of the Contract Document and that all related costs are included in the Bid submitted. Bidder to acknowledge receipt of each Addenda by filling out the Addendum No. and Date of the Addendum below.

ADDENDUM ACKNOWLEDGEMENT

Addendum No.	Date of Addendum	Addendum No.	Date of Addendum
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

- It is agreed that the Bid Security attached with the Bid response is to become the property of the City in the event the required Bonds, Insurance and other requested documentation are not provided and the Contract is not executed within the time above set forth by the Successful Bidder.
- Bidder may request return of Bid bond in accordance with Section 100, Item 5.
- Bidders signature on "Signature of Bidder Form" acknowledges that all electronic files as posted on the City of Boca Raton electronic Bidding system for Bid No. 2023-06-FV constitute the documents governing this Bid/Contract.

BID FORM
SIGNATURE OF BIDDER FORM
BID NO. 2023-06-FV

South Boca Raton Beach Renourishment - 6th Renourishment Event

This form must be signed in the presence of a Notary Public and submitted with the Bid response. The undersigned Bidder certifies that this Bid package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid. **Bidder must submit proof that their firm name is registered with their State of origin and attach with this form.*

SIGNATURE OF BIDDER

Name of Bidding Firm*: _____

Respectfully submitted by: _____ / _____
Authorized Signature Print Name

Title: _____
President or other Authorized Officer/Member

Business Address: _____
Street Address (P.O. Box Address is not permitted)

City, State, Zip

Above Bidder is: ☐ Corporation ☐ Limited Liability Corporation
☐ Sole Proprietorship ☐ Partnership/Joint Venture

Telephone No. _____ Fax No. _____

Email Address of Authorized Signature: _____

Federal ID. No. _____

NOTARY: STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____, 20____, by _____, who is personally known to me (or who has produced _____ as identification).

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME, PRINTED, TYPED OR STAMPED: _____

Commission Number: _____ My Commission Expires: _____

BID FORM
BID NO. 2023-06-FV
South Boca Raton Beach Renourishment - 6th Renourishment Event

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1	Mobilization / Demobilization	1	Lump Sum	\$ _____	\$ _____
2	General Conditions: Inclusive of Turbidity monitoring and reporting, construction stake recovery, manatee protection, smalltooth sawfish monitoring, & escarpment control.	1	Lump Sum	\$ _____	\$ _____
3	Hydraulic Dredging from the Ebb Shoal, Beach Placement on Boca South Beach.	170,300	Cubic Yards (CY)	\$ _____	\$ _____
4	Beach Tilling Boca South Beach: includes the beach width per lineal foot from the MHW line to the approximate vegetation or dune line.	4,752	Linear Feet (LF)	\$ _____	\$ _____
5	Nighttime Sea Turtle Nesting Monitoring at South Beach	20	Daily	\$ _____	\$ _____
6	Vibration Monitoring, Control, and Reporting	1	Lump Sum	\$ _____	\$ _____
Base Bid form Grand total (item 1 – 6)					\$ _____
Mandatory Bid Alternates (Not to be Included in the Total Bid Price Items 1 – 6 above) Optional Award at City's Discretion for items 7 – 9					
7	Deerfield North Extension	2,000	Cubic Yards (CY)	\$ _____	\$ _____
8	Deerfield /Hillsboro Primary Placement Area	130,000	Cubic Yards (CY)	\$ _____	\$ _____
9	Hillsboro South Extension	50,000	Cubic Yards (CY)	\$ _____	\$ _____

Name of Bidder: _____

BIDDING REQUIREMENTS SECTION 200 – ATTACHMENT 1
--

2023-06-FV

**South Boca Raton Beach Renourishment - 6th Renourishment Event
Bid Submittal Checklist**

Bidder is instructed to submit their Bid response in the following sequence. If there are any questions concerning the completion of these forms, the Bidder may contact the purchasing contact, Fernando Villalobos.

Checklist and Submittal Order for Bid Response

Bidder to review their Bid to confirm consistent use of "Bidder Name" is on all forms, as listed on the Signature of Bidder Form

Order of Documents for Sealed Bid Response	
A.	Bid Form (Section 200, page 1 - 7)
B.	Bid Submittal Checklist Form, Attachment 1
C.	Bid Bond, Attachment 2 (<i>Original to be submitted in accordance with Section 100, Item 5</i>)
D.	Certificate of Compliance with Trench Safety Act, Attachment 3
E.	Drug Free Form, Attachment 4
F.	Qualification Submittal, Attachment 5
G.	Questionnaire, Attachment 6
H.	Vendor Certification Regarding Scrutinized Companies Lists, Attachment 7

NAME OF BIDDER: _____

**BIDDING REQUIREMENTS
SECTION 200 – ATTACHMENT 2**

BID BOND

BID NO. 2023-06-FV

South Boca Raton Beach Renourishment - 6th Renourishment Event

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

_____, as Principal and
(Name of Bidder)

_____, as Surety, are
(Name of Surety)

hereby held and firmly bound unto the City of Boca Raton, Florida, as Obligee, in the sum
of: _____

Dollars (\$ _____) / **5% of Bid Price (Bid form items 1 – 6)**

as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted to the City of Boca Raton a certain Bid attached hereto and made a part hereof, to enter into a Contract in writing, hereinafter referenced to as the **BID NO. 2023-06-FV FOR South Boca Raton Beach Renourishment - 6th Renourishment Event**.

NOW THEREFORE,

- a. If said Bid shall be rejected or withdrawn (as provided in the Instructions to Bidders, which was provided to Principal as part of the Bid package) or, in the alternative,
- b. If said Bid shall be accepted and the Principal shall duly execute and deliver the Contract attached hereto and shall furnish all insurance requirements, the specified bond for the faithful performance of the Contract and for the payment of labor and materials furnished for the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which such Bid may be accepted, and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the parties hereto have duly executed this bond on the

_____ day of _____, 20_____.

PRINCIPAL:

Name of Bidder_____

By:_____ / _____
Signature Printed

(Corporate Seal)

Title:_____

Address:_____

Telephone:_____ Email: _____

WITNESS:

SURETY:

Name of Surety:_____

By:_____ / _____
Signature Printed
(Seal)

Title:_____

Address:_____

Telephone:_____ Email: _____

WITNESS:

BIDDING REQUIREMENTS SECTION 200 – ATTACHMENT 3
--

**CERTIFICATE OF COMPLIANCE WITH
THE FLORIDA TRENCH SAFETY ACT**

BID NO. 2023-06-FV

South Boca Raton Beach Renourishment - 6th Renourishment Event

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (Act) and Occupational Safety and Health Administration's excavation safety standard 29 CFR 1926.650 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal and in the Grand Total Base Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Bidder further identifies the costs to be summarized below:

	Trench Safety Method (Description)	Units of Measure (LF,SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____

Failure to complete the above may result in the Bid being declared non-responsive. The costs indicated above are provided to comply with the Act and shall not constitute grounds for any additional compensation to that listed for the separate line item of the Bid Form.

By: _____
Bidder

Date

Authorized Signature

BIDDING REQUIREMENTS
SECTION 200 – ATTACHMENT 4

DRUG-FREE WORK PLACE FORM
BID NO. 2023-06-FV

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

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

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

Bidder's Signature

Date

BIDDING REQUIREMENTS
SECTION 200 – ATTACHMENT 5

2023-06-FV

South Boca Raton Beach Renourishment – 6th Renourishment Event

QUALIFICATION SUBMITTAL

Bidders signature on "Signature of Bidder Form" guarantees the truth and accuracy of all statements and answers herein contained. Failure to fully complete the qualification submittal may result in your Bid being considered non-responsive. If information is not included, the City reserves the right to solicit Bidder for the submission of this information. Failure by Bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in Bidder's Bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided form herein.

Name of Bidder: _____

Qualification of Bidder Requirements (As identified in Section 100, Item 6.0)

- 6.1. The City will not award a Bid to any Bidder who cannot prove to the satisfaction of the City that the Corporation/Partnership/Individual identified on the Signature of Bidder form has provided written references that meet the below requirements. References that are for work performed by a parent corporation or by an affiliated subsidiary will not be considered by the City to meet the reference requirements.

The following are the requirements for references:

- a) The City requires a minimum of one (1) satisfactory reference that is for hydraulic dredging of offshore or inlet ebb shoal borrow areas/sites for a State of Florida project with a minimum 200,000 cubic yards of sand and minimum 1 mile shoreline sand placement.

Or

The City requires a minimum of two (2) satisfactory references that is for hydraulic dredging of offshore or inlet ebb shoal borrow areas/sites for any United States coastal project with a minimum 200,000 cubic yards of sand and minimum 1 mile shoreline sand placement.

- b) A minimum of one reference must be for work performed under a United States Army Corps of Engineers (USACE) or a Florida Department of Environmental Protection permit. The Bidder must provide the permit number(s).
- c) The Bidder must have been the prime contractor for the work performed for each reference, and each reference shall identify the owner of the project for which the Bidder performed such work. Any reference submitted for which the Bidder was not the prime contractor (i.e. where Bidder was a subcontractor for a project engineer or contractor) will not satisfy this requirement.
- d) All references shall be for projects that were completed within the period of September 1, 2017 through the bid opening date.

1.1 Entity name: _____
 Address _____
 City, State, Zip: _____
 Project Manager of Entity: _____ Title: _____
 Phone No.: _____ /Email: _____
 Project Title: _____ Completion Date of Project: _____
 Total Project Cost: _____ **(Between 9/1/2017 and bid opening)**

Bidder to use an "X" to validate each reference requirement that applies to Section 100, item 6.1 a:

_____ Project for construction for hydraulic dredging of offshore or inlet ebb shoal borrow areas/sites **for a State of Florida project** with a minimum 200,000 cubic yards of sand and minimum 1 mile shoreline sand placement.

Project location: _____

Minimum Cubic Yards of sand: _____

_____ Project for work performed under a United States Army Corps of Engineers (USACE) or a Florida Department of Environmental Protection permit. The Bidder must provide the permit number(s).

Permit Number(s): _____

A minimum of two references must be for work performed under an United States Army Corps of Engineers (USACE) or a Florida Department of Environmental Protection permit. The Bidder must provide the permit number(s).

_____ The Bidder must have been the prime contractor for the work performed for each reference, and each reference shall identify the owner of the project for which the Bidder performed such work. Any reference submitted for which the Bidder was not the prime contractor (i.e. where Bidder was a subcontractor for a project engineer or contractor) will not satisfy this requirement.

_____ All references shall be for projects that were completed within the period of 9/1/2017 through the date of Bid opening.

Summary of Project: _____

1.2 Entity name: _____
 Address _____
 City, State, Zip: _____
 Project Manager of Entity: _____ Title: _____
 Phone No.: _____ /Email: _____
 Project Title: _____ Completion Date of Project: _____

(Between 9/1/2017 and bid opening)

Total Project Cost: _____

Bidder to use an "X" to validate each reference requirement that applies to Section 100, item 6.1 a:

_____ Project for construction for hydraulic dredging of offshore or inlet ebb shoal borrow areas/sites **for any United States coastal project** with a minimum 200,000 cubic yards of sand and minimum 1 mile shoreline sand placement.

Project location: _____

Minimum Cubic Yards of sand: _____

_____ Project for work performed under a United States Army Corps of Engineers (USACE) or a Florida Department of Environmental Protection permit. The Bidder must provide the permit number(s).

Permit Number(s): _____

A minimum of two references must be for work performed under an United States Army Corps of Engineers (USACE) or a Florida Department of Environmental Protection permit. The Bidder must provide the permit number(s).

_____ The Bidder must have been the prime contractor for the work performed for each reference, and each reference shall identify the owner of the project for which the Bidder performed such work. Any reference submitted for which the Bidder was not the prime contractor (i.e. where Bidder was a subcontractor for a project engineer or contractor) will not satisfy this requirement.

_____ All references shall be for projects that were completed within the period of 9/1/2017 through the date of Bid opening.

Summary of Project: _____

1.3 Entity name: _____

Address _____

City, State, Zip: _____

Project Manager of Entity: _____ Title: _____

Phone No.: _____ /Email: _____

Project Title: _____ Completion Date of Project: _____

(Between 9/1/2017 and bid opening)

Total Project Cost: _____

Bidder to use an "X" to validate each reference requirement that applies to Section 100, item 6.1 a:

_____ Project for construction for hydraulic dredging of offshore or inlet ebb shoal borrow areas/sites **for any United States coastal project with** a minimum 200,000 cubic yards of sand and minimum 1 mile shoreline sand placement.

Project location: _____

Minimum Cubic Yards of sand: _____

_____ Project for work performed under a United States Army Corps of Engineers (USACE) or a Florida Department of Environmental Protection permit. The Bidder must provide the permit number(s).

Permit Number(s): _____

A minimum of two references must be for work performed under an United States Army Corps of Engineers (USACE) or a Florida Department of Environmental Protection permit. The Bidder must provide the permit number(s).

_____ The Bidder must have been the prime contractor for the work performed for each reference, and each reference shall identify the owner of the project for which the Bidder performed such work. Any reference submitted for which the Bidder was not the prime contractor (i.e. where Bidder was a subcontractor for a project engineer or contractor) will not satisfy this requirement.

_____ All references shall be for projects that were completed within the period of 9/1/2017 through the date of Bid opening.

Summary of Project: _____

Additional references may be submitted as an attachment.

2. The City will not award a Bid to any Bidder who cannot provide evidence that the Corporation/Partnership/Individual identified on the Signature of Bidder form has been in business for a minimum of one (1) year before the Bid opening date, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be provided to the City and such verification may include but is not limited to the filing date in the State of Florida or the Firm's State of Origin of Bidder's firm. .

How many years has the Bidder identified on Signature of Bidder page been in business?
_____ years.

_____ Proof showing filing date with State submitted (i.e. print out from www.sunbiz.org) or Website URL: _____

or other: _____

3. Bidder identified on the Signature of Bidder form shall be fully licensed at time of Bid opening for type of work to be performed in order for their Bid to be considered. Copies of all applicable certificates and licenses must be submitted with this Bid or Bidder must provide website address of licensing agencies so that City may verify such certificates and licenses. Certificates and licenses must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.

All licenses to be in the name of the Bidder:
Contractor State/County License/Certification No.(s) as applicable for the Work

_____ Submitted as an attachment or

Number & Issued By	/ License Type	Named Individual
--------------------	----------------	------------------

Number & Issued By	/ License Type	Named Individual
--------------------	----------------	------------------

Number & Issued By	/ License Type	Named Individual
--------------------	----------------	------------------

State Website URL: _____

County Website URL: _____

4. The City will not award a Bid to any Bidder who is not financially able and organized to successfully carry out the Work covered by the Contract Documents in the required time, as determined in the sole discretion of the City.

Bidder to submit their balance sheet and income statement for their most recent year as an attachment. Confidential documents may be submitted only in accordance with Florida Public Record Laws.

Period reported on: _____

Attached Yes ____ No ____

BIDDING REQUIREMENTS
SECTION 200 – ATTACHMENT 6

QUESTIONNAIRE
BID NO. 2023-06-FV

South Boca Raton Beach Renourishment – 6th Renourishment Event

Failure to fully complete the questionnaire may result in your Bid being considered non-responsive.

Name of Bidder: _____

1. Have you ever failed to complete work awarded to you or had a contract cancelled/terminated before the project was fully completed?

_____ No
_____ Yes - If yes, where and why? _____

2. Have Surety Bond claims ever been made by the Surety for work bonded by your firm (as named on Bid Form) within the past seven years?

No _____ Yes _____, If the answer to above is yes, please describe the claim, the name of the company or person making the claim, and the resolution of the claim.

3. Have you personally inspected the proposed Work and have a complete understanding and plan for its performance?

4. Business Tax Receipt for _____ City/County expires on _____.
(Bidder's location)

___ submitted as attachment **OR** ___ Not Applicable for City/County where firm is located.

5. Bidder has reviewed and confirmed with insurance agent ability to secure and obtain the insurance coverage as identified in the Contract Document, Section 300?

QUESTIONNAIRE
BID NO. 2023-06-FV

6. The City requires the Successful Bidder to perform a **minimum of 50%** of the Work by the firm identified on the Signature of Bidder Form, as stated in the Special Provisions. Bidder to declare what portion will be subcontracted. Minimum Work percentage shall be defined as all components of the job with the exception of mobilization, administration, overhead and profit.

Declaration of Work Components Schedule

Minimum of 50% of Work to be completed by Bidder identified on Signature of Bidder Form.
(Mobilization, administration, overhead and profit may not be included in the Work components)

Work Components that make up the above minimum are as follows:

Work Components that will be provided by subcontractors are as follows and the name of subcontractor:

Work Component / Division of Work	Name of Subcontractor
/	
/	
/	
/	
/	
/	
/	
/	

**BIDDING REQUIREMENTS
SECTION 200 – ATTACHMENT 7**

**BID NO. 2023-06-FV
South Boca Raton Beach Renourishment - 6th Renourishment Event
Bidder Certification Regarding
Scrutinized Companies**

Bidder Name: _____

Bidder FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Email Address: _____

Bidder acknowledges that Section 287.135, Florida Statutes, prohibits the City from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List (contained in Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel, and from contracting for goods or services of \$1 Million or more with companies that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (contained in Section 215.473, Florida Statutes), or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Bidder, I hereby certify that the Bidder is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, that the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that the Bidder is not engaged in business operations in Cuba or Syria. On behalf of Bidder, I acknowledge and understand that, pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the Bidder to civil penalties, attorney's fees, and/or costs, and other damages or relief, as allowed by law. I further understand that the City may terminate a Contract if the City determines that the Bidder submitted a false certification.

*Signature of Authorized Representative

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Bidder.

CONTRACT

Bid No. 2023-06-FV
South Boca Raton Beach Renourishment - 6th Renourishment Event
PROJECT: 1440080

This Contract made and entered into this _____ day of _____, 20_____, by and between the City of Boca Raton, (hereinafter called the **Owner**) a Florida municipal corporation, and _____, (hereinafter called the **Contractor**);

WHEREAS, the Owner desires to retain the Contractor for the Project as expressed in its Bid No. 2023-06-FV; and,

WHEREAS, the Contractor hereby covenants and agrees to undertake and execute all of the Work as required and described in the Contract Documents (as defined in Article 1 in the General Conditions), in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Contract.

1.0 DEFINITIONS

The definitions for all terms as used in this Contract and all Contract Documents shall be as defined in Article 1 of the General Conditions.

2.0 CONTRACT TIME

The Work under this Contract shall be commenced promptly and prosecuted with diligence.

The Work shall be Finally Completed by the Contractor on or before the Final Completion Date and ready for final payment in accordance with the General Conditions by April 30, 2023 as provided in the Notice to Proceed ("Contract Time").

3.0 COMPENSATION TO BE PAID CONTRACTOR

3.1 In consideration of the faithful performance of this Contract by the Contractor, the Owner will pay to the Contractor for the full and entire completion of this Contract and upon acceptance of the Work by the Owner the amount of \$_____ subject to additions and deletions by Change Order as provided for in this Contract. This represents the entire cost which the Owner will have to pay the Contractor for acceptable and conforming Work, inclusive of all materials, supplies, costs, fees, and is the maximum extent of the owner's obligation to pay Contractor but does not constitute a limitation, of any sort, of the Contractor's obligations to perform the Work in accordance with this Contract.

3.2 The amount to be paid by the Owner shall be determined by unit prices (including lump sum line items), all of which are contained in the Bid documents submitted by the Contractor, which are incorporated in, and made a part of this Contract.

- 3.3 Any work performed by Contractor without proper authorization is performed at Contractor's risk, and Owner shall have no obligation to compensate Contractor for such work.

4.0 LIQUIDATED DAMAGES

- 4.1 Owner and Contractor recognize that time is of the essence for the completion of the Work. As such, Owner and Contractor recognize that Owner will suffer direct financial loss if the Work is not completed within the Contract Time, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees to forfeit and pay Owner as liquidated damages for delay (but not as a penalty) the amount of \$ 2,000 for each calendar day that expires after the Contract Time until the Work is complete.
- 4.2 The Owner is hereby authorized to deduct the designated liquidated damages from the monies which may be due or become due to Contractor for the Work under this Contract, or as much thereof as the Owner may, at its sole discretion, deem just and reasonable.

5.0 SUCCESSORS, ASSIGNS AND ASSIGNMENT

The Owner and the Contractor each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous consent of the Owner and concurred to by the sureties.

6.0 INDEPENDENT CONTRACTOR

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Contractor shall act as an independent Contractor and not as the agent of Owner in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner. Contractor shall perform the Work in accordance with its own methods subject to compliance with the Contract.

7.0 INTENT AND CORRELATION OF DOCUMENTS

- A. The Contract Documents cover, with explicit provisions, all matters relating to the Work which the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that Contractor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions and as to the meaning, requirements and reservations of the Contract Documents. No deviation will be allowed from the Engineer's interpretation thereof. The intent of the Contract Documents is to include all labor, materials (except as may be specifically designated to be furnished by the Owner) equipment, and transportation necessary for the proper execution of the Work. Contractor shall, in addition, provide all Work and materials not shown in detail but necessary for completion of the project as

indicated or specified including a proper and suitable preparation, base or support, and a reasonable finish consistent with adjacent work which is shown or specified. Items described in the singular shall include the plural and vise-versa, when appropriate to complete all Work necessary to result in a completed Project. Contractor shall follow the Specifications and Drawings and execute all Work in strict accordance therewith and with the kind and quality of materials indicated and specified. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any deviation from the Drawings and Specifications, which may be required by the exigencies of construction, shall in all cases conform to written instructions of the Engineer. The applicable provisions of the Contract Documents shall apply with equal force to all Work, including extra Work, performed under this Contract, whether performed either directly by the Contractor or by a Subcontractor.

- B. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
- Change Orders
 - Contract
 - Addenda
 - Technical Specifications
 - Drawings
 - Special Provisions
 - General Conditions
 - Bid Form and Attachments

The Contract Documents are complementary, and what is called for by any shall be as binding as if called for by all.

Contractor shall carefully study and compare all Drawings, Specifications and other instructions and shall test all figures on the Drawings before laying out the work. The following shall apply in regard to drawing specifications:

1. Full size details shall take precedence over scale drawings and large scale drawings shall take precedence over small scale drawings. Dimensions given in figures shall take precedence over scaled dimensions.
2. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions it shall be Contractor's responsibility to verify all such dimensions at the Site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.
3. Wherever a stock size of manufactured item or piece of equipment is specified by its nominal size, it shall be the responsibility of Contractor to determine the actual space requirements for setting and for entrance to the setting space and to make all necessary allowances and adjustments therefore in Contractor's work without additional cost to the Owner.

- C. When resolving conflicts with the Drawings, the entire installation and each part thereof shall be constructed in the position required. The finished surfaces of structures shall conform to the elevation and/ or gradients specified, and all part of substructures and superstructures shall be in proper alignment and adjustment.

Contractor shall provide all frames, cribbing, false work, scaffolds, shoring, guides, anchors, and temporary structures which may be necessary to obtain these results, although such will not, generally, be shown or noted on the Drawings; and the Contract Price(s) shall include and cover all such work, material, and construction. Any deviation from the Drawings, which may be found necessary or advantageous, will be determined by the Engineer.

8.0 LAWS/ORDINANCES

Contractor shall observe and comply with all federal, state, county, local and municipal laws, ordinances, rules, and regulations that would apply to this Contract. Failure by the awarded Contractor to comply with all applicable laws ordinances, rules, and regulations shall constitute a breach of the Contract and the City shall have the discretion to unilaterally terminate this Contract.

9.0 LIMITATION OF LIABILITY/ NO WAIVER

Contractor agrees to the limitation of liability of the Owner for any cause of action arising out of this Agreement as stated herein.

The Contractor 's recovery from the Owner for any action or claim arising from the Contract is limited to a maximum amount of the Contract Price less the amount of all funds actually paid by the Owner to Contractor pursuant to this Contract.

Nothing contained in this paragraph or elsewhere in this Contract is in any manner intended either to be a waiver of the limitation placed upon the Owner's liability as set forth in Section 768.28, Florida Statutes, or to extend the Owner's liability beyond the limits established in said Section; and no claim or award against the Owner shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the Owner from taking corrective action against the Contractor.

Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

10.0 INDEMNIFICATION/HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the City of Boca Raton, its officers, agents, and employees from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or persons employed or utilized by the Contractor, in the performance of the Contract under any insurance required by the Contract, including, but not limited to workers' compensation acts, disability benefit acts, or other employee benefit acts.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification Clause shall be borne by the Contractor. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

This provision shall not be deemed to waive any of the rights or immunities accorded to the CITY by section 768.28, Florida Statutes, or any other applicable law.

11.0 PROVISION AND MAINTENANCE OF BOND

A Surety Bond legally issued, meeting the requirements in the Contract Documents and approved by the Owner shall be maintained by CONTRACTOR. If the Surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to conduct business in the State of Florida is terminated or it ceases to meet the requirements of Surety Bond, the CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be subject to the approval by the Owner. Failure to maintain such Surety Bond shall constitute a breach of the Contract and the Owner in its sole discretion shall be authorized to terminate the Contract as provided in Section 12 herein.

12.0 TERMINATION

A. Owner's Right to Terminate Contract for Default

1. Default

Notwithstanding any other provisions of this Contract, Contractor shall be considered in default of its contractual obligation under this Contract if it:

- (a) Performs work which fails to conform to the requirements of this Contract;
- (b) Fails to meet the contract schedule or fails to make progress so as to endanger performance of this Contract;
- (c) Abandons or refuses to proceed with any or all work including modifications directed pursuant to the clause entitled Extra Work, Article 38 and Omitted Work, Article 39 in the General Conditions;
- (d) Fails to supply enough properly skilled workers or material;
- (e) Fails to make prompt payments to Subcontractors or suppliers for materials or labor;
- (f) Fails to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction;
- (g) Fails to maintain a surety bond as required by the Contract;
- (h) Fails to provide safety equipment or enforce safety procedures for workers on the site;
- (i) Fails to protect persons or property; or
- (j) Fails to fulfill any of the terms of this Contract or to comply in any way with the Contract Documents

Any of the above conditions shall be sufficient grounds for the Owner to find the Contractor in default and that sufficient cause exists to terminate the Contract and/or to withhold payment or any part thereof until the cause or causes giving rise to the default has been eliminated by the Contractor and approved by the Owner.

If a finding of default is made, the Contractor and Contractor's Surety shall remain responsible for performance of the requirements of the Contract Documents unless and until the Owner terminates the Contract.

2. Notice of Default

Upon a finding of default, the Owner shall notify Contractor in writing of the nature of the failure and shall set a reasonable time within which the Contractor and its Surety shall eliminate the cause or causes of default.

When the basis for finding of default no longer exists, the Owner shall notify the Contractor and its Surety in writing that the default has been corrected and that the Contractor is no longer in default.

3. Suspension of Work for Default

Owner may, at its sole option, suspend the performance of all or a portion of work to be performed under the Contract as a result of a finding of default, and shall include such suspension in the Notice of Default described above. Said suspension shall continue until such time as the Owner has notified the Contractor that the default has been corrected and the suspension has been removed, or the Contractor has been terminated. During said period of suspension, Contractor shall not be entitled to assert any claims for damages or any claims for time extensions or adjustments.

4. Notice of Contract Termination for Default

If the Contractor fails to correct the default within the time allowed, or if Contractor or its Surety fails to provide satisfactory evidence that such default will be corrected, Owner may, without notice to Contractor's Surety, and without otherwise waiving its rights against the Contractor or its Surety, provide written notice to the Contractor of the termination, in whole or in part, of the Contract.

Owner may prosecute the Work to completion by contract or by any other method deemed expedient and/or make demand upon the Surety to perform, at Owner's sole option. Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor and necessary to complete the work.

Upon termination for default, Contractor shall:

- (a) immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;
- (b) inventory, maintain and turn over to Owner all materials, plant, tools, equipment, and property furnished by Contractor or provided by Owner for performance of work;
- (c) promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to Owner as directed;

- (d) cooperate with Owner in the transfer of information and disposition of work in progress so as to mitigate damages;
- (e) comply with other reasonable requests from Owner regarding the terminated work; and
- (f) continue to perform in accordance with all of the terms and conditions of the Contract such portion of work that is not terminated.

If, upon termination pursuant to this clause, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions of Section 12B as provided herein.

5. Costs of Completed Work of Terminated Contract.

Contractor and its Surety, shall be liable jointly and severally for all costs in excess of the contract price for such terminated work reasonably and necessarily incurred in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion and for Liquidated Damages.

This section shall survive the cancellation, termination, expiration, lapse or suspension of this Contract.

B. Optional Termination of Contract By Owner

Owner may, at its sole option, terminate the Contract, in whole or in part at any time, by thirty (30) day written notice thereof to Contractor, whether or not Contractor is in default. If it was determined that Contractor was not in default as specified in Section 12 (A) (4), the 30 day notice requirement in this section is waived as long as the notice requirement set forth in Section 12 (A)(2) is satisfied. Upon any such termination, Contractor hereby waives any claims for damages from the optional termination, including loss of anticipated profits, on account thereof. The sole right and remedy of Contractor under this paragraph shall be that Owner shall pay Contractor in accordance with the subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination, including but not limited to

1. Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise:
 - (a) Immediately discontinue work on the date and to the extent specified in the notice;
 - (b) Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Contract that is not terminated;
 - (c) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of work terminated or assign to Owner those orders and subcontracts and revoke agreements specified in such notice;

- (d) Assign all subcontracts required for performance of this Contract to the Owner;
 - (e) Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and
 - (f) Complete performance of any work which is not terminated.
2. Upon any such termination, Owner will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
- (a) All amounts due and not previously paid to Contractor for work completed in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice.
 - (b) The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided above.
 - (c) The verifiable costs of work completed by Subcontractors.
 - (d) Any other reasonable costs which can be verified to be incidental to such termination of work.

13.0 PROVISION AND MAINTENANCE OF INSURANCE

The Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the Contractor's performance of the Work and the Contractor's other obligations under this Contract, whether such performance is by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Contractor agrees, at its sole expense, to maintain on a primary basis during the life of this Contract, or the performance of work hereunder, insurance coverages, limits, and endorsements as required herein.

All such insurance shall remain in effect until final payment and at all times thereafter when the Contractor may be correcting, removing or replacing defective Work in accordance with the Warranty provisions of the Contract.

The Contractor agrees the insurance requirements herein as well as City of Boca Raton's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

A. COVERAGE AND MINIMUM LIMITS

1. Commercial General Liability.

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$2,000,000** Each Occurrence, **\$3,000,000** Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability or Separation of Insureds.

Additional Insured Endorsements.

The Contractor agrees to endorse the **City of Boca Raton, the City of Deerfield Beach, and Palm Beach County** as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 10 10-01 Additional Insured - Owners, Lessees, or Contractors or the CG 20 10 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, including the additional endorsement of GC 20 37 10-01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard. Blanket endorsements for projects in excess of \$100,000 are not acceptable.

Contractor shall maintain such completed operations insurance for at least one (1) year after final payment and furnish City of Boca Raton with evidence of continuation of such insurance at final payment and one (1) year thereafter.

2. Business Automobile Liability.

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Commercial Umbrella/Excess Liability

(May be used to supplement minimum General Liability Coverage requirements).

The Contractor agrees to endorse the City of Boca Raton as an “Additional Insured” on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City of Boca Raton is automatically defined as an Additional Protected Person. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverage.

4. Worker’s Compensation & Employer’s Liability.

The Contractor agrees to maintain its own Worker’s Compensation & Employers Liability Insurance in compliance with Florida Statute 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

5. Marine Liability Insurance

The Contractor shall maintain, for the life of this Contract/Agreement, Marine Liability Insurance to protect against damage by CONTRACTOR’s vessels on water. The minimum limits of coverage shall be **six million dollars (\$6,000,000.00) per occurrence**, Combined Single Limit for Bodily Injury and Property Damage Liability.

The CONTRACTOR agrees that prior to beginning operations under the terms of this Contract, he will secure the insurance coverage provided above and will cause to be issued by CONTRACTOR’s insurance carrier an endorsement on such policies naming the CITY (City of Boca Raton) as “additional insured” under such contract of insurance and shall deliver said endorsements to the City of Boca Raton. The City of Boca Raton shall be notified thirty (30) days in advance by the insurance companies that a policy will expire or be terminated.

6. Inland Marine Installation Floater Insurance.

The Contractor, prior to notice to proceed or commencement of work, whichever occurs first, agrees to maintain an Inland Marine Installation Floater coverage providing property coverage to

protect the interests of the City of Boca Raton, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of a location, building, or project. Coverage shall be written on a All-Risk, Replacement Cost, and in an amount at least equal to One-Hundred Percent (100%) of the completed value (hard and soft costs included) as well as subsequent modifications of that sum by way of change orders. The Contractor agrees any flat deductible(s) shall not exceed \$25,000, and any wind percentage deductible (when applicable) shall not exceed five-percent (5%). The City of Boca Raton shall be endorsed as either a Loss Payee or Additional Insured on policy.

Additional Insured Endorsement. The Contractor agrees to endorse the City of Boca Raton as an Additional Insured on the Inland Marine Installation Floater Insurance coverage form.

7. Pollution Liability.

The Contractor shall agree to maintain Pollution Liability, at a minimum limit not less than than \$1,000,000 per occurrence/\$1,000,000 annual aggregate providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation and defense costs. The coverage may be provided on a stand-alone policy or by way of endorsement to the Commercial General Liability Policy. When a self-insured retention or deductible exceeds \$10,000, the City reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements to evaluating the acceptability of a higher self-insured retention or deductible in a relationship to the Contractor's financial condition. Coverage shall be endorsed to include the City of Boca Raton as an Additional Insured

B. SUBCONTRACTOR INSURANCE

The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the City of Boca Raton, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

C. DEDUCTIBLES, COINSURANCE PENALTIES & SELF-INSURED RETENTION

The Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation.

D. WAIVER OF SUBROGATION

The Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City of Boca Raton, Contractor, sub-contractor, architects, or engineers for each required policy providing coverage during the life of this Contract.

When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement.

This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

E. RIGHT TO REVISE OR REJECT

The Contractor agrees the City of Boca Raton reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the City of Boca Raton reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operate legally in the State of Florida. In such events, The City of Boca Raton shall provide Contractor written notice of such revisions or rejections.

F. NO REPRESENTATION OF COVERAGE ADEQUACY.

The coverages, limits or endorsements required herein protect the primary interests of the City of Boca Raton, and the Contractor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

G. REQUIREMENTS OF INSURERS PROVIDING THE INSURANCE

Insurers providing the insurance required by this Contract must meet the following minimum requirements:

(a) Be authorized by to maintain certificates of authority issued to the companies by the Department of Insurance of the State of Florida or be eligible surplus lines insurers under Florida Statute 626.918, and

(b) Must have a current rating of "A-" or better and a Financial Size Category of "IV" or better according to the most recent rating in effect by the A.M. Best Company.

H. CERTIFICATE OF INSURANCE (COI) AND CANCELLATION/NON RENEWAL OF COVERAGE

The Contractor agrees to provide the City of Boca Raton with certificate(s) of insurance that clearly evidences the Contractor's insurance contains the minimum coverages, limits, and endorsements set forth herein. The City of Boca Raton requires an original or electronically transmitted certificate of insurance (COI) on an ACORD-25 form (2010/05) and the required endorsements as specified above.

A minimum thirty (30) day endeavor to notify due to cancellation, non-renewal of coverage shall be identified on each certificate(s) of insurance. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City of Boca Raton project manager and copy the City's Risk Manager in writing within (30) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

In the event the City of Boca Raton is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the City of Boca Raton prior to the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. When notified by the City of Boca Raton the Contractor agrees not continue work pursuant to this Contract, unless all required insurance remains in effect.

The City of Boca Raton shall have the right, but not the obligation, of prohibiting Contractor from entering the Project site until a new certificate of insurance is provided to the City of Boca Raton

evidencing the replacement coverage. The Contractor agrees the City of Boca Raton reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City of Boca Raton. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City Of Boca Raton shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City of Boca Raton.

I. CERTIFICATE OF INSURANCE FORMAT

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City is endorsed as an Additional Insured as per requirements herein, Item A. Insurance Coverage and Minimum Limits.
2. Clearly indicate the project name and Bid number.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, whether in excess or equal to the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Clearly indicate Certificate Holder(s) and Address:
6. Include the appropriate Endorsement listing the City of Boca Raton as an additional Insured. (CG 2010 04 013 or; CG2010 07 04)

Certificate Holder: City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, FL 33432
Attn: City Project Manager / Zachary Bihr, PE
Email: zbihr@myboca.us

14.0 NOTICES

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to Owner: City of Boca Raton Municipal Services Department
Name Zachary Bihr, PE
Address 2500 NW 1st Ave, Boca Raton, FL 33431
Fax n/a
Email zbihr@myboca.us

As to Contractor: _____
Name _____
Address _____
Fax _____
Email _____

Notices shall be effective when delivered to the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile and Email is acceptable notice effective when received, however, facsimiles received (i.e. printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and Owner in the performance of the Work.

15.0 MISCELLANEOUS

15.1 Remedies

The remedies expressly provided in this Agreement to the City of Boca Raton shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City of Boca Raton now or later existing at law or in equity.

15.2 Nonwaiver

A waiver by either Owner or Contractor of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Contract. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

15.3 Severability

The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void or voidable provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Contract from being held void should a provision which is of the essence of the Contract be determined to be void by a court of competent jurisdiction.

15.4 Governing Law / Venue / Waiver of Jury Trial

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CITY OF BOCA RATON HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

15.5 Maintenance of Records

Contractor will keep adequate records and supporting documentation which concern or reflect the Work hereunder. The records and documentation will be retained by Contractor for a

minimum of five (5) years from (a) the date of termination of this Agreement or (b) the date the Work is completed, whichever is later, or such later date as may be required by law. Owner, or any duly authorized agents or representatives of Owner, shall, free of charge, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the five (5) year period noted above, or such later date as may be required by law; provided, however, such activity shall be conducted only during normal business hours.

16. SCRUTINIZED COMPANIES

- A. Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Contract if:
 - 1. Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Section 215.473, Florida Statutes);
 - 2. Contractor engages in business operations in Cuba or Syria; or
 - 3. Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
- B. By entering into this Contract, Contractor certifies that Contractor is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor acknowledges that Contractor executed a certification to this effect at the time it submitted a response to the City's Invitation to Bid and that such certification was likewise accurate at the time of execution of this Contract.
- C. Contractor shall notify the City if, at any time during the term of this Contract, Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.
- D. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Contract and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.
- E. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Contract pursuant to this provision.

17.0 E-VERIFY

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

18.0 ENTIRE CONTRACT

This Contract constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect. This Contract may only be amended or modified by a written document authorized and executed by the Parties, as provided herein.

IN WITNESS WHEREOF, the City of Boca Raton, at a regular meeting thereof, by action of the City Council authorizing and directing the foregoing be adopted, has caused these presents to be signed by its Mayor, and its seal to be hereunto affixed, and _____ has executed this Contract all as of the day and year first above written.

CITY OF BOCA RATON

Witness:

By: _____
Leif Ahnell, City Manager
(Seal)

Approved as to Form and Legal Sufficiency:

By: _____
City Attorney

(Seal)

Approved by Council on _____, 20_____

Item _____ Account Number _____

CONTRACTOR:

Attest:

By: _____
Signature

Corporate Secretary
(affirm Corporate Seal)

Witness:

Name: _____

Title: _____
President or other duly authorized
Corporate Officer

CERTIFICATE OF CORPORATE AUTHORITY

BID NO. 2023-06-FV
South Boca Raton Beach Renourishment - 6th Renourishment Event

I, _____, certify that I am the **Secretary** of the corporation named as Contractor in **Bid No. 2023-06-FV**; that _____ who signed the said Contract on behalf of the Contractor, was then _____ of said corporation; that I know the seal of said corporation; that said seal has been affixed to this Contract; and that it was so affixed by order of said official of the Corporation; that I know his/her signature, and such signature hereto is genuine; and that he/she signed this Contract by authority of the directors of said Corporation.

Dated this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)

**ACKNOWLEDGEMENT OF CONTRACTOR,
OF A LIMITED LIABILITY CORPORATION
OR PARTNERSHIP**

**BID NO. 2023-06-FV
South Boca Raton Beach Renourishment - 6th Renourishment Event**

State of _____
as:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm and that he/she is duly authorized to bind such firm.

Notary Public

(Seal)

**ACKNOWLEDGMENT OF CONTRACTOR,
IF AN INDIVIDUAL**

State of _____
as:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, and known to be to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public

(Seal)

**ACKNOWLEDGMENT OF CONTRACTOR,
IF CORPORATION**

BID NO. 2023-06-FV

South Boca Raton Beach Renourishment - 6th Renourishment Event

State of _____
as:

County of _____

On this _____ day of _____, 20_____, before me personally came and appeared
_____, to me known, who, being by me duly sworn, did depose
and say that he/she resides at

that he/she is the _____
of _____

the corporation described in and which executed the foregoing contract; that he knows the seal
of said corporation; that one of the impressions affixed to said contract is an impression of such
seal; that he is the proper official of said corporation designated to execute such contract, that
he/she has authority so to do, that he/she executed same for and in behalf of said corporation,
and that his/her act is the act and deed of said corporation.

Witness my hand and official notarial seal at _____

the day and year above written.

Notary Public

(Seal)

My Commission Expires: _____

PERFORMANCE BOND

Know all men by these presents:

That _____, a _____, (corporation, individual, partnership) of the State of _____, as principal, (hereafter called the "CONTRACTOR") AND _____, a corporation of the State of _____, as SURETY (hereinafter called the "SURETY"), are held and firmly bound unto the City of Boca Raton, a municipal corporation of the State of Florida, as obligee (hereinafter called the "CITY") in the amount of _____ Dollars (\$ _____) lawful money of the United States of America for the payment of which the CONTRACTOR and the SURETY hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has by written agreement dated the ____ day of _____, 20____ entered into a contract with the CITY for **South Boca Raton Beach Renourishment - 6th Renourishment Event**,

Bid No. 2023-06-FV /Project No.: 1440080, in accordance with the DRAWINGS and SPECIFICATIONS prepared by

_____(hereinafter called the "ENGINEER") which contract is by this reference made a part hereof (hereinafter called the "CONTRACT DOCUMENTS").

Now, therefore, the conditions of this obligation are such that:

- A. If the CONTRACTOR shall promptly and faithfully perform said CONTRACT DOCUMENTS; and if the CONTRACTOR shall fully indemnify and save harmless the CITY and its consultants, and each of their officers, agents and employees, and the ENGINEER and its consultants, and each of their directors, agents and employees, from any and all costs and damages which they may suffer by reason of the CONTRACTOR'S failure to do so; and if the CONTRACTOR shall pay the CITY for all losses, damages, expenses, costs, and attorneys' and legal assistant's fees, including appellate proceedings and bankruptcy, and including any liquidated damages or actual damages caused by the delay of performance of CONTRACTOR, that the CITY sustains because of any default by the CONTRACTOR under the CONTRACT DOCUMENTS; and if the CONTRACTOR performs the guarantee and warrantee of all WORK under the CONTRACT DOCUMENTS for the correction period specified in the CONTRACTOR DOCUMENTS; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

- B. Whenever the CONTRACTOR shall be, and is declared by the CITY to be in default under the CONTRACT DOCUMENTS, the CITY having performed the CITY's obligations thereunder, the SURETY may promptly remedy the default, or shall promptly:
- (1) Complete the Work set forth in CONTRACT DOCUMENTS in accordance with its terms and conditions; or
 - (2) Pay the CITY any difference between the sum to which the CONTRACTOR would be entitled upon the completion of the CONTRACT DOCUMENTS, and that sum which the CITY may be obliged to pay for the completion of said Work by CONTRACT DOCUMENTS or otherwise, and any damages, legal fees including, appellate, bankruptcy, attorney's fees and legal assistant's fees, and including any liquidated damages or actual damages caused by the delay of performance of CONTRACTOR, which the CITY may sustain on account of such Work, or on account of the failure of the CONTRACTOR to properly perform or execute all of the provisions of the CONTRACT DOCUMENTS; or
 - (3) Obtain a Bid or Bids for submission to the CITY for completing the CONTRACT DOCUMENTS in strict accordance with their terms and conditions, and upon determination by the CITY and the SURETY of the lowest responsible Bidder, arrange for a contract between such Bidder and the CITY and make available as Work progresses (even though there should be a default or a succession of defaults under the CONTRACT DOCUMENTS or CONTRACT DOCUMENTS of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the CONTRACT PRICE; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the CONTRACT PRICE", as used in this paragraph, shall mean the total amount payable by the CITY to the CONTRACTOR under the CONTRACT DOCUMENTS and any amendments thereto, less the amount properly paid by the CITY to the CONTRACTOR.
- C. It is further stipulated, understood and agreed that:
- (1) Any changes in or under the CONTRACT DOCUMENTS, or any documents incident thereto, or the compliance or noncompliance with any formalities in connection with the CONTRACT DOCUMENTS or the changes does not affect the SURETY'S obligations under this Bond.
 - (2) The SURETY, for value received, hereby stipulates and agrees that no change in the CONTRACT TIME or CONTRACT PRICE, alteration of or addition to the terms of the CONTRACT DOCUMENTS or to the Work to be performed thereunder or the SPECIFICATIONS applicable thereto shall in any way affect its obligations under this Bond.

The SURETY hereby waives notice of any such change in the CONTRACT TIME or CONTRACT PRICE, alterations of or addition to the terms of the CONTRACT DOCUMENTS, or to the Work or to the SPECIFICATIONS applicable thereto.

(3) This obligation shall cover the CORRECTION PERIOD and any guarantees or warranties as required by the CONTRACT DOCUMENTS, or such longer period as may be prescribed by law or by any special guarantee required by the CONTRACT DOCUMENTS.

(4) Any suit under this Bond must be instituted before the expiration of five (5) years from the date on which final payment under the CONTRACT DOCUMENTS is made.

(5) This Bond is intended to comply with provisions of Section 255.05, Florida Statutes, and all terms and conditions of said Statute are incorporated herein by reference thereto. In the event of any conflict, ambiguity, or discrepancy between Section 255.05 of the Florida Statutes and this Bond, the Florida Statutes section 255.05 shall control. No right of action shall accrue on this Bond to or for the use of any person or entity other than the CITY and those persons or corporations provided for by said statute, their heirs, executors, administrators, successors or assigns. All claimants and other parties claiming any interest in this Bond are expressly referred to Section 255.05, including particularly the notice and time limitation provisions of that section.

(6) It is further agreed and understood that if the CITY is required to initiate legal proceedings to recover on this Bond, the CITY may also recover its costs related thereto, including a reasonable amount for its attorney's fees, legal assistants' fees before trial, at trial, on appeal, and in bankruptcy.

(7) Any claim under this Bond may be addressed to:

Name, address and telephone number of SURETY

Email: _____

Name, address and telephone number for agent or
representative in Florida, if different from above

Email: _____

Signed and sealed this ____ day of _____, 20_____.

Witnesses (If Individual)

CONTRACTOR: (Print Full Name)

or

Corporate Secretary

By: _____

Title: _____

(affirm Corporate Seal)

SURETY Company: (Print Full Name)

By: _____
Agent and Attorney-in Fact (Power of Attorney to be attached)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all general partners must execute bond.

IMPORTANT: SURETY companies executing the Performance Bond must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida and be pre-approved by the CITY.

Bond shall be a minimum bond rating of Best's rating of "A" and Best's Financial size category of not less than Class VII.

Certificate as to Corporate Principal

I, _____, certify that I am the Secretary of the Corporation named as the CONTRACTOR in the foregoing Performance Bond;
that _____, who signed the Bond on behalf of the CONTRACTOR, was then _____ of said corporation; that I know his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

_____ as Secretary of

(Name of Corporation)

(Corporate Seal)

State of _____

County of _____

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _____ who is personally known to me or has produced _____ as identification, who being by me first duly sworn upon oath, says that he/she is the attorney-in-fact for the _____ and that he/she has been authorized by _____ to execute the foregoing Performance Bond on behalf of the CONTRACTOR named therein in favor of the CITY OF BOCA RATON.

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

My Commission Expires

Bonded by:

End of Section

PAYMENT BOND

Know all men by these presents:

That _____, a _____, (corporation, individual, partnership) of the State of _____, as principal, (hereafter called the "CONTRACTOR") and _____, a corporation of the State of _____ (hereafter called the "SURETY"), are held and firmly bound unto the City of Boca Raton, a municipal corporation of the State of Florida, as obligees (hereafter called the "CITY"), in the amount of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which the CONTRACTOR and the SURETY hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the CONTRACTOR has by written agreement dated the _____ day of _____, 20_____, entered into a contract with the CITY for the **South Boca Raton Beach Renourishment - 6th Renourishment Event, Bid No.: 2023-06-FV / Project No.: 1440080**, in accordance with the DRAWINGS and SPECIFICATIONS prepared by _____

which contract is by reference made a part hereof (hereafter called the 'CONTRACT DOCUMENTS').

Now, therefore, the conditions of this obligation are such that, if the CONTRACTOR shall promptly make payment to all claimants, as hereinafter defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following conditions:

- A. A claimant is defined as any person supplying the CONTRACTOR with labor, material or supplies, used directly or indirectly by the CONTRACTOR or any subcontractor in the prosecution of the Work provided for in the CONTRACT DOCUMENTS and is further defined in Section 255.05(1) of the Florida Statutes.
- B. The above named CONTRACTOR and SURETY hereby jointly and severally agree with the CITY that any claimant who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of the materials or supplies by such claimant, may sue on this Bond for the use of sums as may be justly due claimant, and have execution thereon. The CITY shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action may be commenced hereunder by any claimant:

(1) Unless the claimant, except a laborer or one having a direct contract with the CONTRACTOR, within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the Work, furnishes the CONTRACTOR with a notice that he intends to look to this bond for protection.

(2) Unless the Claimant, other than one having a direct contract with the CONTRACTOR, within ninety (90) days after such Claimant's performance of the labor or complete delivery of the materials or supplies, delivers to the CONTRACTOR and to the SURETY written notice of the performance of such labor or delivery of such material or supplies and the nonpayment therefor.

(3) After the expiration of one (1) year from the date of completion of performance of the labor or completion of delivery of the materials or supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

- D. The CONTRACTOR and the SURETY, jointly and severally shall pay the CITY for all losses, damages, expenses, or costs and attorneys' fees, including appellate and bankruptcy proceedings, and including any liquidated damages or actual damages caused by the delay of performance of Contractor, caused by any default of the CONTRACTOR or the SURETY of their obligations hereunder, including but not limited to, any sum which the CITY may be compelled to pay because of any lien for labor or materials furnished for any Work included in or covered by the CONTRACT DOCUMENTS.
- E. The SURETY, for value received, hereby stipulates and agrees that no change in the CONTRACT TIME or CONTRACT PRICE, alteration of or addition to the terms of the CONTRACT DOCUMENTS or to the Work to be performed thereunder or the SPECIFICATIONS applicable thereto shall in any way affect its obligations under this Bond. The SURETY hereby waives notice of any such change in the CONTRACT TIME or CONTRACT PRICE, alterations of or addition to the terms of the CONTRACT DOCUMENTS, or to the Work or to the SPECIFICATIONS applicable thereto.
- F. This obligation shall cover the correction period or guarantee period as required by the CONTRACT DOCUMENTS, or such longer period as may be prescribed by law or by any special guarantee required by the CONTRACT DOCUMENTS.
- G. No final settlement between the CITY and the CONTRACTOR shall abridge the rights of any beneficiary hereunder whose claim may be unsatisfied.

H. This Bond is intended to comply with the provisions of Section 255.05, Florida Statutes, and all terms and conditions of said Statutes are incorporated herein by reference thereto. In the event of any conflict, ambiguity or discrepancy between Section 255.05 of the Florida Statutes and this Bond, the Florida Statutes section 255.05 shall control. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the CITY and those persons or corporations provided for by said Statute, their heirs, executors, administrators, successors or assigns. All claimants and other parties claiming any interest in this Bond are expressly referred to Section 255.05, including particularly the notice and time limitation provisions of that section.

I. It is further agreed and understood that if the CITY is required to initiate legal proceedings to recover on this Bond, the CITY may also recover its costs related thereto, including a reasonable amount for attorneys' fees, legal assistants' fees, before trial, at trial, on appeal, and in any bankruptcy proceeding.

J. Any claim under this Bond may be addressed to:

Name, address and telephone number of SURETY

Email: _____

Name, address and telephone number for agent or representative in Florida, if different from above

Email: _____

Signed and sealed this ____ day of _____, 20_____.

Witnesses (If Individual)

CONTRACTOR: (Print Full Name)

or

Corporate Secretary

By: _____

Title: _____

(affirm Corporate Seal)

SURETY Company: (Print Full Name)

By: _____

Agent and Attorney-in Fact (Power of Attorney to be attached)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all general partners must execute bond.

IMPORTANT: SURETY companies executing the Payment Bond must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida and be pre-approved by the CITY.

Bond shall be a minimum bond rating of Best's rating of "A" and Best's Financial size category of not less than Class VII.

Certificate as to Corporate Principal

I, _____, certify that I am the Secretary of the Corporation named as the CONTRACTOR in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the CONTRACTOR, was then _____ of said corporation; that I know his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

_____ as Secretary of

(Name of Corporation)

(Corporate Seal)

State of _____

County of _____

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared

_____ who is personally known to me or has produced

_____ as identification, who being by me first duly sworn upon oath, says

that he/she is the attorney-in-fact for the _____ and that he/she has

been authorized by _____ to execute the foregoing Payment Bond on

behalf of the CONTRACTOR named therein in favor of the CITY OF BOCA RATON.

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires

Bonded by:

INSURANCE CERTIFICATES

(INSERTED AT TIME OF CONTRACT)

FINAL RECEIPT

BID NO. -2023-06-FV
South Boca Raton Beach Renourishment - 6th Renourishment Event

Received this _____ day of _____, 20____, of _____ as full
and final payment of the cost of all improvements provided for in the foregoing contract the sum of
_____ Dollars and _____ Cents,
(\$ _____), in cash, being the full amount accruing to the undersigned by virtue of
said contract, said cash covering and including full payment for all extra work and material
furnished by the undersigned in the construction of said improvements, and all incidentals
thereto, and the undersigned hereby releases the said _____ from
all claims whatsoever growing out of said contract.

These presents are to certify that all persons doing Work upon or furnishing materials or
supplies for the said improvements under the foregoing contract have been paid in full.

The undersigned further certifies that all taxes imposed by Chapter 212, Florida Statutes
(Sales and Use Tax Act), as amended, have been paid and discharged.

ADDENDUMS

(INSERTED AT TIME OF CONTRACT)

SPECIAL PROVISIONS

BID NO. 2023-06-FV
South Boca Raton Beach Renourishment - 6th Renourishment Event

1. CONTRACTOR REGISTRATION WITH THE CITY

All awarded Contractors shall register with the City of Boca Raton Business Tax Office prior to performing the Work, no City fee required.

2. BUSINESS TAX RECEIPTS

All businesses in the City of Boca Raton are required to obtain a City of Boca Raton Business Tax Receipt on an annual basis in addition to other one-time fees that may be incurred (application fee, certificate of use fee, code inspection fee, fire inspection fee). For further information regarding business tax fees, call (561) 393-7937 (Business Licenses Department). All other **businesses not located within the City of Boca Raton** must show proof of a current Business Tax Receipt for their business location, unless exempt. A copy of the receipt or proof of exemption shall be submitted prior to awarding the Bid.

3. PERMITS

Permits Issued and Attached herein are as follows:

- Florida Department of Environmental Protection Permit
- U.S. Army Corps of Engineers Permit

Other Permits to be secured by the Contractor for this project are as follows:

The City of Boca Raton will waive permit fees for the aforementioned permits. However, fines and penalties will be assessed when appropriate based on the current fee structure. All permit fees outside of the City's control, such as taxes and County and State surcharges should be included at full costs in the submitted bid pricing.

4. PERCENTAGE OF WORK BY CONTRACTOR

The Contractor shall perform on the site and with the Contractor's own organization, work equivalent to not less than **50%** of the total dollar value of the Work to be performed under this Contract unless changed in writing by mutual agreement between the Contractor and the Owner. Minimum Work percentage shall be defined as all components of the job excluding mobilization, administration, overhead and profit and will be evaluated on dollar value of the Work performed.

5. DOMESTIC MATERIALS

Contractor shall endeavor to make maximum use of domestic construction materials.

6. SPECIFICATIONS

The Technical and Environmental specifications do not include proprietary, exclusionary or discriminatory requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing or to provide for necessary interchangeability of parts and equipment. Frequently, for demonstrative

purposes, at least one brand name or trade name is listed and is followed by the words "or equal". Omission of the words "or equal" does not preclude the City's right to accept an alternate item which meets the full requirements of the specified item. The City, or its authorized representative, further reserves the unqualified right, to determine whether any particular item or items of material, or equipment whatsoever, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same as further detailed in the conditions of Contract.

7. HURRICANE PREPAREDNESS PLAN

- A. Within thirty (30) calendar days of the date of Notice to Proceed, the Contractor shall submit to the Engineer and the Owner a Hurricane Preparedness Plan. The plan should outline the necessary measures which the Contractor proposes to perform, at no additional cost to the Owner, in case of a hurricane warning.
- A. In the event of inclement weather, or whenever the Engineer shall direct; the Contractor will, and will cause its Subcontractors to, carefully protect the Work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of Contractor or any Subcontractors to so protect the Work, such Work and materials shall be removed and replaced at the expense of the Contractor.

8. RELOCATIONS

The Contractor shall be responsible for the relocation of structures, including but not limited to light poles, control panels, signs, sign poles, fences, piping, irrigation, conduits and drains that interfere with the positioning of the Work as set out on the Drawings. The cost of all such relocations shall be included in the bid for the project and shall not result in any additional cost to the Owner.

9. OBSTRUCTIONS

- A. The attention of the Contractor is drawn to the fact that, during excavation at the Project site, the possibility exists of the Contractor encountering various water, electrical, or other lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line, and be responsible for all other resulting damage, at no cost to the Owner.
- B. It is the responsibility of the Contractor to ensure that all utility or other poles, the stability of which may be endangered by the close proximity of excavation, are temporarily stayed in position while work proceeds in the vicinity of the pole and that the utility or other companies concerned be given reasonable notice of any such excavation by the Contractor.

10. MAINTENANCE OF EXISTING WATER FACILITIES OPERATION

- A. The Contractor shall fully cooperate at all times with the Owner in order to maintain the operation of the existing facilities with the least amount of interference and interruption possible. Continuous service, public health and safety considerations shall exceed all others and the Contractor's schedule, plans and work shall at all times be subject to alteration and revision if necessary for above considerations.

- B. The Engineer and the Owner reserve the right to require the Contractor to work 24 hours per day in all cases, where, in their opinion, interference with operation of the system may result.
- C. In no case will the Contractor be permitted to interfere with the existing system until all materials, supplies, equipment, tools and incidentals necessary to complete the interfering portion of the work are on the site.

11 EXISTING UTILITY PROTECTION

Existing utilities have been shown on the Drawings insofar as information is reasonably available; however, it will be the Contractor's responsibility to preserve all existing utilities whether shown on the Plans or not. If utility conflicts are encountered by the Contractor during construction, Contractor shall provide sufficient notice to the Owner as further detailed in the General Conditions, Article 41 and 42. Any delays ensuing from this damage will be considered as inexcusable.

12. DISINFECTION

- A. The Contractor shall clean, disinfect and bacteriologically test and clear, in accordance with Chapters 62-550, 62-555, and 62-560 of the Florida Administrative Code (FAC), all water supply facilities affected by this project which shall come into contact with raw water, water being treated or treated water prior to placing the facility in operation. The above statement shall apply to both new facilities installed, and existing facilities which are to be modified.
- B. The Contractor shall employ a disinfection method approved by the Engineer, the Owner, and the local Health Department, and shall fully satisfy the Owner that adequate disinfection has been achieved prior to placing a facility on-line.
- C. The cost of all disinfection work shall be included in the prices quoted in the Proposal. The Owner shall pay for laboratory cost of initial bacteriological clearance test. Contractor shall pay for any retesting required due to failed initial test.

13. DAMAGE ON ACCOUNT OF HIGH WATER

The Contractor shall hold itself responsible for all damage done to the Work by heavy rains or floods and shall take all reasonable precautions to provide against damages by building such temporary dikes, channels, or shoring to carry off storm water as the nature of the Work may require.

14. EMERGENCY PHONE NUMBERS AND ACCIDENT REPORTS

- A. Emergency phone numbers (fire, medical, police) shall be posted at the Contractor's phone and its location known to all.
- A. Accidents shall be reported immediately to the Engineer by messenger or phone as further detailed in the General Conditions Article 51.

- B. All accidents shall be documented and a fully detailed written report submitted to the Engineer as soon as possible after each accident.

15. TRESPASS ON ADJACENT PROPERTY

The Contractor, its Subcontractors and its material suppliers shall not trespass on property adjacent to the work site of this Contract. Should trespass occur, all resultant damages shall be owed and paid by the Contractor. Claims of damage made to the Owner will be relayed to the Contractor for resolution. The Owner reserves the right to withhold from the any payment due to the Contractor an amount of money equal to twice the estimated damage amount until the final resolution of the claim by the Contractor and the claimant.

GENERAL CONDITIONS INDEX

BID NO. 2023-06-FV
South Boca Raton Beach Renourishment – 6th Renourishment Event
Project Number: 1440080

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GENERAL CONDITIONS

BID NO. 2023-06-FV
South Boca Raton Beach Renourishment – 6th Renourishment Event
Project Number: 1440080

1. DEFINITIONS

The following words and expressions, shall, wherever they appear in the Contract and the Contract Documents, be construed as follows, unless a different meaning is clear from the context:

For purposes of the Contract Documents, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural.

Acceptance: An Acceptance Section is accepted when the Engineer recommends to the Owner payment for an Acceptance Section and the Owner makes payment based on completed acceptance surveys.

Acceptance Section: A length, width, and volume of the project beach fill between two adjacent survey acceptance cross section profiles at FDEP R monuments (R-223+269, R-223+834, R-224, etc.) as shown on the drawings. The Contractor must complete and maintain fill placement within a full acceptance section to the elevations and grades shown on the plans in order to consider the work complete. Documentation in the form of a signed and sealed survey shall be provided by the Contractor to verify the completed acceptance section.

Addenda: A written and or graphic document issued by the City prior to the opening of the Bid which modifies or interprets the Bidding documents by additions, deletions, clarifications, or corrections or other type of modifications. Addenda will become part of the Contract Documents when the Contract is executed. Bidders are instructed to acknowledge each Addenda in their Bid response

Bid: A Bid is a complete and properly signed offer to do the Work or designated portion thereof, for the sums stipulated therein, submitted in accordance with the Bidding Requirements.

Bidder: The term Bidder means one who submits a Bid directly to the City, as distinguished from a sub-Bidder who submits a Bid to a Bidder.

Borrow Site: Borrow Site refers to specific location delineated in the construction plans which has been permitted as the source of beach quality material for this specific project.

Change Order: A written order executed by the Owner and Contractor authorizing an addition, deletion or revision to the Work, or an adjustment in the Contract Price or the Contract Time after the date of the Contract.

City or Owner: Shall mean the City of Boca Raton.

Completion Date: The date on which all Work is complete in all respects, including cleanup, other than guarantee and maintenance work. The Completion Date shall be as noted in the Notice to Proceed.

Contract: The agreement between the Contractor and the City for the completion of the Work.

Contractor: The person or entity who is identified in the Contract and is referred to throughout the Contract Documents. Contactor may mean the Contractor or his authorized representatives as the contract context requires.

Contract Documents: The documents that pertain to the Work and the Contract consisting of, but not limited to the following documents:

- a. Contract and Forms
- b. Instructions to Bidders
- c. Bid Form and Attachments 1 through 6
- d. Special Conditions
- e. Project Permits (State and Federal Permits)
- f. General Conditions
- g. Technical Specifications
- h. Addenda
- i. Drawings
- j. Notice of Award
- k. Notice(s) to Proceed
- l. Documentation submitted by Engineer following the Notice to Proceed
- m. Project Forms
- n. Close Out Forms
- o. Change Orders, Field Orders
- p. All provisions required by law to be inserted in this Contract, whether actually inserted or not;
- q. Written Instructions from the Engineer
- r. Any additional documents the submission of which is required by this Project

Contract Price: The amount agreed by the Contractor and Owner as the compensation to be paid to the Contractor by Owner for completing the Work.

Contract Time: The number of days stated in the Contract and the Notice to Proceed to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and/ or (iii) achieve Final Completion.

Construction Change Directive (CCD): A written order from the Owner to the Contractor authorizing an addition, deletion or revision to the Work after the date of the Contract which may also be referred to as a Work Directive Change (WDC).

Critical Path: The sequence of events and activities (each of a particular duration) that must be completed on schedule for the entire project to be completed on schedule.

Day or Days: A calendar day or calendar days. A calendar day begins at 12:00:00 midnight and ends 24 hours later at 11:59:59 p.m.

Demobilization: The removal of all equipment and material associated with this Contract from the work location performed in a manner that leaves the work site in its original condition or in a condition acceptable to the Owner.

Drawings: The Drawings, or reproductions thereof, prepared by the Engineer, which show the locations, character, dimensions, and details of the work to be done under this Contract. All working drawings submitted by the Contractor and approved by the Engineer become part of the Drawings.

Engineer: Robert Neal, PE, Applied Technology and Management Inc., 2047 Vista Parkway, Suite 201, West Palm Beach, FL, 33411. The person designated by the Owner and any representative of the Engineer responsible for oversight of construction and assurance of the Contractor's compliance to the contract documents and regulatory authorizations/permits.

Environmental Pollution: The presence of chemical, physical or biological elements or agents which have the potential to adversely affect human health or welfare; unfavorably alter ecological balance; affect other species; or degrade the utility of the environment for aesthetic, cultural, historical or recreational purposes. The control of Environmental Pollution requires consideration of water, air and land. Pollutants include fuels and other hydrocarbons such as hydraulic fluid, paints and solvents; bilge water; solid wastes; and noise as well as other pollutants.

Final Completion: The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Final Completion includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

Final Completion Date: The date on which all Work is complete in all respects and no Work remains, including completion of all guarantee work, all maintenance work, and all service contract work.

Materials: Beach quality sand excavated from the permitted borrow site in accordance with the design documents.

Mobilization: Mobilization includes but is not limited to those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site; the establishment of temporary offices and/or buildings; and the procurement of safety equipment, first aid supplies, sanitary and other facilities as required by the Technical Specifications, and State, Federal and local laws, and regulations, as more fully provided herein.

Notice of Award: The written notice by City to the Successful Bidder stating that upon compliance by the Successful Bidder with the conditions precedent enumerated therein, within the time specified, that the City will sign and deliver the Contract.

Notice to Proceed: A written notice executed by the Owner or their agent which shall designate the date upon which the Work shall commence, the Contract Time, and the Final Completion Date.

Owner: The entity that owns the Project, and will occupy, use the Project upon Substantial Completion is the City of Boca Raton, a municipal corporation of the State of Florida.

Plans/Construction Plans: Blue line drawings and any other drawings as specified in this Contract. The term “Plans” is synonymous with the term “Construction Plans” and the term “Drawings”.

Project: The total construction of the Work to be provided as defined in the Contract Documents.

Site: Shall mean the area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the Engineer or Owner.

Specifications: The portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services, of which may also be referred to as Technical Specifications.

Subcontractor: Any individual, partnership, or corporation other than employees of the Contractor, who or which contracts with the Contractor to furnish, or actually furnishes labor, materials, and/or equipment at the Site.

Substantial Completion: The time at which the Work (or specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or specified portion part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof. This shall include all sand placement, grading, and tilling of the beach and removal of the Contractor’s equipment from the beach or work area, including pipeline offshore pipeline. (Equipment may remain in the designated staging areas off the beach.)

Substantial Completion Date: The date on which the Work (or specified part thereof), in the opinion of the Engineer, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified portion thereof) can be utilized for the purpose for which it was intended. Substantial completion must be achieved by April 30, 2023.

Successful Bidder: The Bidder to whom City awards or expects to award the Contract.

Surety: Any corporation that executes, the Contractor's Payment Bond and Performance Bond or Public Construction Bond securing the payment and performance of this Contract.

Work: The construction and services required by the Contract Documents and includes all labor, materials, equipment, and services provided by the Contractor to fulfill the Contractor's obligations.

2. CONTRACTOR'S RESPONSIBILITY

A. The Contractor expressly undertakes at their own expense:

1. To take every precaution against injuries to persons or damage to property. Contractor shall so conduct its operations as not to damage any other property. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations, Contractor shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to Owner.
2. To store their apparatus, materials, supplies and equipment in such orderly fashion at the Site of the work as will not unduly interfere with the progress of Contractor's Work, the work of any other contractors, or the use or operation of areas adjoining the Site.
3. To place upon the Site or any part thereof only such materials and equipment as are consistent with the safety of that portion of the Work.
4. To frequently clean up all refuse, rubbish, scrap materials, and debris caused by operations of Contractor, so that at all times the Site shall present a neat, orderly, and workmanlike appearance.
5. To effect all curing, repair, fitting or patching or replacement of the Work required to make the same to conform to the Drawings and Specifications and, except with the consent of the Engineer and Owner, not to alter the work of any other contractor.
6. To adhere to, and abide by Florida Statutes, Title XXXIII Regulation of Trade, Commerce, Investments, And Solicitation – Chapter 556 Underground Facility Damage Prevention and Safety Act. Contractor must also keep abreast of any changes, modifications and amendments that are done to this and related statutes.
7. To assure that their personnel and personnel of all Subcontractors of the Contractor conform and adhere with all Owner required security procedures and protocols during construction.
8. To at all times safely guard Owner's property from injury or loss in connection with this Contract. Contractor shall at all times safely guard and protect his own work, and that of adjacent property from damage.

B. Contractor shall accept full responsibility for the Work until Final Completion. Contractor shall protect the Work against all loss or damage sustained during the progress of the Work, and promptly repair any damage done and replace any loss from any cause whatsoever.

1. Weather Conditions
In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his

Subcontractor to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of Contractor and as further detailed in Technical Specification 34.6 Hurricanes and Severe Storms.

- C. Emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from the Owner is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give the Engineer and Owner prompt written notice of any changes in the Work or deviations from the Contract Documents caused thereby.

Where Contractor has not taken action but has notified the Engineer of an emergency threatening injury to persons or damage to the Work or any adjoining property, Contractor shall act as instructed or authorized by the Engineer.

The amount of reimbursement claimed by Contractor resulting from any emergency action shall be determined in the manner provided in Article 38, Extra Work.

- D. Site Restoration: The Contractor shall remove all excess material and shall clean up and restore the Site to its original condition or better. All damage, as a result of work under this Contract, done to existing structures, paved or graveled areas, driveways, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, catch basins, and including all features and improvements not specifically named herein, shall be repaired and restored to a condition acceptable to the Engineer and Owner and as further detailed in Technical Specification 44 Restoration of Access and Staging Areas.
- E. Liability of Contractor: All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. The Contractor, with regard to the work performed during the Contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion, or family status, including but not limited to, in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

- G. Any work performed by Contractor without proper authorization is performed at Contractor's risk, and Owner shall have no obligation to compensate Contractor for such work.

3. AUTHORIZED REPRESENTATIVES / SUPERINTENDENT

At the preconstruction conference, Contractor shall provide the names and resumes of key personnel for the Work, including an Authorized Representative, as defined below, to Owner for review and approval. Contractor shall replace any personnel deemed to be unacceptable by the Owner. Contractor shall keep Owner informed of any subsequent changes in the staffing of the foregoing.

- A. Contractor Authorized Representative. Contractor shall designate a competent, authorized representative acceptable to Owner to represent and act for Contractor and shall inform Owner in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitations of such authority. Such representative shall be land-based and present or duly represented at the Site of work (beach site) at all times when work is actually in progress. Dredge plant personnel may not serve as the Contractor's authorized representative or as a Superintendent.

When the Contractor's Authorized Representative is not present on the Site, orders will be given to the foremen/forewomen or superintendents who may have immediate charge thereof and shall be by them received and strictly obeyed.

During periods when work is suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency work which may be required. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law.

- B. Approval of Owner and Engineer. Contractor's Authorized Representative, Qualifying Agents, Project Managers, Superintendents and Supervisors are all subject to prior and continuous approval of the Owner and Engineer. If, at any time during the term of the Contract, any individual nominally performing any of the positions named above, is, for any reason, unacceptable to the Owner and Engineer, Contractor shall replace the unacceptable personnel with personnel acceptable to the Owner and Engineer.
- C. Owner Authorized Representative. Owner shall designate an authorized representative who will have limited authority to act for Owner. Owner will notify Contractor in writing of the name of such representative(s).

Owner has the right to assign various responsibilities of the Owner to the Engineer and can do so at any time during the duration of the Contract with written notice to Contractor. The Engineer will provide answers to RFIs, questions regarding the

Drawings and Specifications, issue Field Orders and Construction Change Directives and other related duties. Contractor agrees to cooperate with the Engineer.

4. SUBCONTRACTORS

- A. Contractor may utilize the services of Subcontractors, provided however, Contractor shall perform the minimum percentage of Work as identified in the Special Provisions and/or Technical Specifications. Contractor shall give close attention to the Work completed by Subcontractors.
- B. Contractor, as soon as practicable after the award of the Bid and before the Owner shall make any partial payments to Contractor, shall furnish to the Engineer in writing for acceptance by the Owner and Engineer, a list of the names of the subcontractors proposed for the principal portions of the Work. Only subcontractors that demonstrate satisfactory completion of a minimum of two (2) similar previously-conducted projects will be permitted to perform any portion of the Work. Contractor shall, at the pre-construction meeting, submit documentation of their sub-contractors' similar previously-conducted projects, which documentation shall include the name of the project, the year(s) of construction, a project description, the dollar amount of the contract award, fill volume, and the name and phone number of the Contractor's agent for said project. All subcontractors shall be subject to the written approval of the Owner and Engineer. The Engineer shall promptly notify Contractor in writing if either the Owner or Engineer, after due investigation, has reasonable objection to any Subcontractor on such list and does not accept that Subcontractor. Failure of the Owner or Engineer to make objection to any Subcontractor on the list within two weeks of the date when the written list of subcontractors was received by the Engineer shall constitute acceptance of such subcontractor. After acceptance, no Subcontractor shall be changed without the written approval of the Owner and Engineer.
- C. Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor.
- D. Contractor shall cause appropriate provisions to be inserted in all subcontracts, relative to the Work to bind Subcontractors to the Contractor by the terms of the General Conditions, Technical Specifications, Special Conditions, and other Contract Documents, as applicable to the Work of Subcontractors, and to give the Contractor the same power as regards to terminating any subcontract that the Owner may exercise over the Contractor under the provisions of the Contract Documents.
- E. Contractor shall ensure that all Subcontractors have and maintain proper insurance for the portion of the Work that they will be completing, as well as all workers' compensation and other insurance.
- F. Contractor represents that it shall enter into subcontractor contractor agreements with all of its subcontractors and that all subcontractor agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants

that the Owner is an intended express third party beneficiary of any such subcontract. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

5. EMPLOYEES

All employees of Contractor shall have the necessary knowledge and skills for the tasks that they perform. Employees shall have the required certifications or license for the tasks that they perform.

Any employee of Contractor on the Site who appears to the Engineer or Owner to be disorderly, insubordinate, unfaithful, or incompetent, shall upon the order of Engineer, be at once discharged and not again employed on any part of the Work. Any interference with, or abusive or threatening conduct toward the Engineer, Engineer's employees, Owner, or Owners employees by the Contractor or Contractor's employees, Subcontractors, or agents, shall be authority for the Owner to terminate the Contract.

No employees of the Contractor or Subcontractor shall be considered to be employees of the Owner. Contractor understands that their employees shall be independent thereof and shall have no claim against the Owner as to pension, workers' compensation, unemployment compensation, federal income withholding, insurance, salary, wages or other employees rights or privileges granted by operation of law.

6. PROTECTION OF WORK AND MATERIALS

Facilities for handling of material and inspecting the Work shall at all times be furnished by the Contractor, and all costs due to delays in handling of materials or equipment, and loss or damage, shall be at the expense of the Contractor. Contractor shall provide suitable and adequate storage for materials and equipment during the progress of the Work and be responsible for any loss or damage to the materials furnished under other contracts, as well as those furnished by Contractor, until Final Completion. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, Contractor shall replace same without cost to the Owner.

7. ROYALTIES AND PATENTS

- A. If the Contractor uses any design, device or materials covered by letters, patent or copyright, Contractor shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device, or material. Without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the Work.
- B. License and/or Royalty Fees for the use of a process, which is authorized and incorporated into the project, must be paid to the holder of the patent, or the authorized licensee, directly by Contractor and the cost for such fees shall be included in Contract Price.

- C. Contractor and/or its Surety shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents. Contractor and/or its Sureties shall indemnify and save harmless the Owner, its officials and employees of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with Work agreed to be performed under this Contract and shall indemnify the Owner for any cost, expense or damage including attorneys and appellate fees, which it may be obliged to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

8. INSURANCE

Contractor shall procure and maintain all insurance as set out in and as required by the Contract.

9. SALES TAX

Contractor shall be familiarized with and understand the requirements of the State of Florida pertaining to the exemption from state sales tax as it may apply to the Owner.

10. CONTINUING OBLIGATION

Following final close-out, the Contractor will not be held responsible for naturally induced changes to the placed beach fill material. The Contractor will remain responsible for any and all fines, costs, and legal expenses in the event that the Contractor is found to have damaged hardbottom communities or caused any previously undiscovered environmental pollution.

11. TIMES/DAYS OF WORK

The Contractor, under this contract is allowed to work 24 hours per day 7 days per week.

12. TIME OF STARTING WORK

The Work shall begin in accordance with the Owner's State and Federal Permits indicated in the Notice to Proceed.

13. PROJECT SCHEDULE/SCHEDULE OF VALUES

Within fourteen (14) days after the Notice to Proceed by the Owner, Contractor shall prepare and submit to the Engineer a project schedule and schedule of values for review. Once agreed to by the Engineer, the schedule of values, shall be used only as the basis for Contractor's applications for payment. Contractor shall comply with Section 7, Work Progress Schedule of the Technical Specifications. The project schedule is to show in detail a complete sequence of construction by activity, and show the beginning and completion of each major element of the

construction. An updated schedule, if revised since last payment request, is to be submitted with each application for payment.

14. CONTRACT TIME / EXTENSION OF TIME/ NO DAMAGES FOR DELAY

Time is an essential condition of the Contract. All Work shall be completed within the Contract Time and on or prior to the Completion Date.

A. Contract Time

The Contract time shall begin on the date of issuance of the Notice to Proceed and shall include the Completion Date. If the Completion Date falls on a Saturday or Sunday or on an Owner observed holiday, the Completion Date shall be the last Day immediately prior to that date.

B. Contact Time Extensions

All construction shall be stopped and all equipment must be removed from the beach on or before the expiration of the construction window as defined and described in Section 2 of the Technical and Environmental Specifications. If construction is not completed within the construction window specified in these Contract Documents, and an extension is required in order to complete the construction Work, the Contractor shall request the Owner and/or Engineer will seek modification of the permits in order to allow the construction Work to continue during a portion of May 2023. It is recognized that the regulatory agencies that issued the permits may or may not grant a permit modification to allow construction to continue during the month of May and that said regulatory agencies will specify the date by which all equipment shall be removed from the beach.

If the Owner and/or Engineer is unsuccessful in obtaining an extension of time for the permits in order to complete the Work as specified in these Contract Documents, or if the time extension granted is not sufficient to complete construction Work as specified in these Contract Documents, then the Owner, in its sole discretion, may require one of the following:

1. Contractor Demobilization and Remobilization: Require the Contractor to demobilize and remobilize as further specified in Section 23 of the Technical and Environmental Specifications, so as to provide for the completion of the project within permit conditions and time frames approved by the Owner. Contractor shall bear all costs associated with such demobilization and remobilization. Contractor acknowledges that the allocated 40% for demobilization shall not be available for such demobilization and shall only be available upon demobilization at final completion of the work.
2. Change Order to the Contract: A Change Order to the Contract that terminates the construction Work such that the construction Work shall be deemed at Final Acceptance, only in the event at least 90% (or a mutually agreed minimal percentage) of the sand needed to fill the permitted template as specified in the

Contract Documents has been utilized and that such sand is placed along 100% of the length of the construction template with a mutually agreed minimal placement volume for each Acceptance Section. The Change Order shall identify the amended quantities that shall be acceptable for Final Acceptance.

C. No Damage for Delays/ Exclusive Remedy

1. The Contractor shall not be entitled to any claim for damages for any hindrances or delay from any cause whatsoever, but such hindrance or delay may entitle Contractor to an extension of the Contract Time only as provided in Section 14 (B) Contract Time Extensions of these General Conditions.
2. The Contractor shall not be entitled to and hereby waives any claim for any direct or indirect financial damages or losses for any delay in the completion of the Work for any reason, whether such delay be avoidable or unavoidable, including, but not limited to, extended corporate overhead impact, extended project overhead impacts, insurance costs, loss of bonding capacity, project support services, mobilization or demobilization, loss of profits on alternate or unperformed contracts, or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature for any delay for any reason, and Contractor hereby waives any right to make any such claim or claims.
3. The Contractor hereby acknowledges and agrees that the Contractor's sole and exclusive remedy for any delays for any reason shall be an extension in the Contract Time, only as specifically provided in Section 14 B. Contract Time Extension and only if such extension is granted by the permitting agencies. If such extension is not granted by the permitting agencies, then Contractor's sole remedy for any delay shall be as provided in Section 14 B. 1 or 14 B.2.

15. SUBSTANTIAL/FINAL COMPLETION

When Contractor considers the entire Work ready for its intended use, Contractor shall notify Owner and Engineer in writing that the entire Work has met Substantial Completion or Final Completion (except for items specifically listed by Contractor as incomplete) and request that the Owner and Engineer promptly make an inspection of the Work to determine the status of completion. If the Engineer does not consider the Work to meet Substantial Completion or Final Completion, Engineer will notify Contractor and Owner in writing giving the reasons therefore. If the Engineer considers the Work Substantially Complete or Finally Complete, Engineer shall prepare and deliver to the Owner and Contractor a certificate which shall fix the date of the Substantial Completion or Final Completion. Such certificate shall include a list of items to be completed or corrected as well as a written recommendation as to division of responsibilities pending final payment including retainage between the Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, insurance and warranties and guarantees. Unless the Owner and Contractor agree otherwise in writing and so inform the Engineer in writing, the aforesaid recommendation will be binding on the Owner and Contractor.

16. PROJECT CLOSEOUT

Contractor shall comply with Section 46 Contract Closeout of the Technical and Environmental Specifications.

17. REIMBURSEMENT OF ENGINEERING EXPENSES

Should the Final Completion and acceptance of the Work, together with any modifications or additions, be delayed beyond the time herein set, it is understood and agreed that, aside from any other damage per day for such delay, from such time until the same is completed and accented as herein provided, all costs of Engineering, Inspection and other project costs on behalf of Owner will be charged to Contractor hereunder, and deducted from any estimate or payment otherwise due and payable to Contractor from time to time.

18. SUSPENSION OF WORK DUE TO WEATHER

Contractor shall comply with Section 34 – Safety Requirements and Section 43 – Local Information of the Technical and Environmental Specifications. Suspension of work due to weather will not affect the permit required Final Completion Date for this project.

19. FORCE MAJEURE

No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of either party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three consecutive (3) days or the acts or omissions of subcontractors, third-party contractors, material men, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Contract during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the force majeure event.

Contractor further agrees and stipulates that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice to the Owner with copy to the Engineer of its assertion that a Force Majeure delay has commenced. Such notice shall be made within 5 days of the start of the asserted force majeure occurrence. Contractor shall use its reasonable efforts to minimize such delays. Contractor shall promptly provide an estimate of the anticipated additional time required to complete the Work to Engineer. The Engineer will

make the determination if a Force Majeure has occurred and if a time extension will be granted at the time of the request.

20. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

It is agreed by the parties hereto that the Engineer of record shall decide all technical issues of whatever nature may arise relative to the interpretation of the technical portions of the Contract Documents, the Plans, surveys and volume measurement, and prosecution and fulfillment of this Contract, and as to the character, quality, amount, and value of any work done and materials furnished under this Contract.

If the Contractor objects to the Engineer's decision, the Contractor shall, within 48 hours of receiving the Engineer's decision, notify the Engineer in writing with copy to the Owner of its objection thereto. The Contractor and Engineer will mutually attempt to resolve the issue; nevertheless, the Engineer's decision will be binding upon the Contractor.

21. CONTROL OF THE WORK

- A. The Engineer, under authority and direction of the Owner, shall have full control and direction of the Work in all respects. All explanations, directions, working drawings, sketches, etc., necessary to carry out and complete the Work in a manner satisfactory to the Owner shall be given by the Engineer. The Owner, Engineer, and employees, agents and authorized assistants shall at all times have the right to inspect the Work and materials and have unlimited access to the dredge, placement site and all Contractor vessels. The Contractor shall furnish, at the request of the Engineer, safe and suitable transportation from the shore to and from the various pieces of equipment, including the dredge, barges, to and from the material placement site (beach fill area), or as required to administer the Contract Documents. The presence or absence of the Engineer shall not relieve the Contractor of the responsibility for the proper execution of the Work in accordance with the Contract Documents.
- B. Contractor shall comply with Section 10.2.2.2.3 Noise Control and Section 14 Night Operations of the Technical and Environmental Specifications. The words "supervise" and "inspect" wherever used herein in connection with the duties or activity of the Engineer shall in no way, expressed or implied, relieve the Contractor from his responsibilities for the safety of the workers, the preservation of the Work or proper performance under this Contract. The Engineer shall not be responsible for the safety of the workers, the safeguarding of the Work, or the proper performance of the Contractor.
- C. Copies of the Specifications will be used by the Engineer and Inspectors employed on the Work, to enforce each and every requirement of the Contract Documents.

22. LAYOUT SURVEY AND AS-BUILT RECORD DRAWINGS

The Engineer will furnish Contractor with all necessary information relating to lines, grades, benchmarks, control points, and location of the Work. Contractor shall furnish all necessary

labor equipment and supplies to layout the Work and the establishment of all lines and grades. All layout work may be checked and verified by the Engineer, and Contractor shall furnish all such necessary material, equipment, labor, and assistance as the Engineer may require. Contractor shall keep an accurate record of the nature, location, and dimensions of all Work, especially such work as may subsequently become concealed or inaccessible, and transmit this information, properly marked on a set of reproducible construction plans, to the Engineer when the Work is complete. Contractor shall reference and reset all property corners, benchmarks, centerline control points and section corners in accordance with the Florida Department of Transportation Location Survey Manual that may be disturbed during construction. A Land Surveyor registered in the State of Florida must perform all construction layout work and As-Built Record Drawings in accordance with FAC Chapter 61,G.,17-6 Minimum Technical Standards and as further detailed in Section 29 – Acceptance Profiles and Section 30 – Acceptance Surveys of the and Technical and Environmental Specifications

The cost of all such field layout and surveying work shall be included in the Contract Price for the appropriate items and shall not result in any additional or separate cost to the Owner.

23. INSPECTION

No Inspector shall have the power to waive the obligations resting upon the Contractor to furnish good material and do good work as herein prescribed. Any failure or omission on the part of any Inspector or the Engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove, and properly replace or rebuild the same at any time upon discovery of the defect and upon notice from the Owner or Engineer to do so. All work, all materials, and all methods of construction shall be at all times and places subject to the inspection of the Engineer who shall be the final judge of the quality and suitability of the Work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should any Work fail to meet the Engineer's approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at the Contractor's own expense. Rejected material shall immediately be removed from the Site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable.

24. NO WAIVER OF LEGAL RIGHTS

- A. Inspection by the Engineer or by any of Engineers duly authorized representatives, any order, measurement or certificate by the Engineer, any order by the Owner for the payment of money, any payment for or acceptance of any Work or any extension of time, or any possession taken by the Owner shall not operate as a waiver of any provision of the Contract or any power therein reserved to the Owner or any right to damages therein provided. Any waiver of any breach of the Contract shall not be held to be a waiver of subsequent breach.

- B. The Owner reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet requirements of the Contract. The Owner further reserves the right should conclusive proof of defective work on the part of the Contractor be discovered after the final payment has been made to claim and recover by process of the law such sums as may be sufficient to correct the error or make good the defects in the Work.
- C. Any waiver of any provision of the Contract Documents made by Engineer shall be approved in advance by Owner in writing and shall be specific, shall apply only to the particular item or matter concerned and shall not apply to other similar or dissimilar items or matters. Such waiver shall not be effective unless and until a written approval of the waiver by Owner is presented to Contractor.

25. CONTRACTOR TO CHECK DRAWINGS, DATA, AND CONDITIONS

- A. Contractor shall verify all dimensions, quantities and details shown on the Drawings, supplementary drawings, schedules, or other data received from the Engineer or the Owner, and shall notify Engineer of all errors, omissions, conflicts and discrepancies found therein. Failure to discover or correct errors, omissions, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting there from nor from rectifying such condition at Contractor's own expense. Contractor will not be allowed to take advantage of any error or omissions, as the Engineer will furnish full instructions, should any error or omission be discovered. All instructions are given for the convenience of Contractor and are not guaranteed to be complete.
- B. Should Contractor encounter sub-surface and/or latent conditions at the Site materially differing from those shown on the plans or indicated in the Specifications, Contractor shall immediately give notice to the Engineer of such conditions before they are disturbed. The Engineer will thereupon promptly investigate the conditions, and if Engineer finds that they materially differ from those shown on the Drawings and/or Specifications, Engineer will at once make such changes in the Drawings and/or Specifications as Engineer may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Article 36 Changes, Extra and Omitted Work and Article 38, Extra Work.

26. DISPUTED WORK

If the Contractor is of the opinion that any work required, necessitated, or ordered is not within the terms and provisions of this Contract, Contractor must promptly notify the Engineer, in writing, of Contractor's contentions with respect thereto and request a final determination thereon. If the Engineer determines that the work in question is Contract Work and not extra work, or that the order complained of is proper, Engineer will direct Contractor to proceed, and Contractor must promptly comply. Final determination and decisions in case any question shall arise shall constitute a condition precedent to the right of the Contractor to receive any money until the matter in question has been determined.

27. MATERIALS AND MANUFACTURED ARTICLES

Item not used for this contract.

28. ITEMS SPECIFIED ON DRAWINGS

Items of material, equipment, machinery and the like may be specified on the Drawings and not in the Specifications. Such items shall be provided by the Contractor in accordance with the specifications on the Drawings.

29. SUBMITTALS

Submittals by Contractor to be provided as detailed in Section 6 of the Technical & Environmental Specifications, Required Submissions.

30. SUPPLEMENTARY DRAWINGS

- A. When, in the opinion of the Engineer, it becomes necessary to explain more fully the work to be done, or to illustrate the work further, or to show any changes which may be required, supplementary drawings, with specifications pertaining thereto shall be prepared by the Engineer.
- B. The supplementary drawings shall be binding upon the Contractor with the same force as the Drawings. Where such supplementary drawings require either less or more than the estimated quantities or work, credit to the Owner or compensations therefore to the Contractor shall be subject to the terms of the Contract.

31. PAYMENTS

- A. Owner will make Payments to the Contractor, as detailed in Section 28- Payment for Mobilization/Demobilization and Section 32 – Payment for Beach Fill Placement of the Technical and Environmental Specifications. The Owner will make Payments to the Contractor, based on periodic estimates in accordance with F.S. 218.735. The Owner will withhold from each progress payment a percentage of the payment determined as retainage in accordance with F.S. 218.735.
- B. The Contract Price shall be a lump sum price and/or a price obtained by applying fixed unit prices to estimated quantities that are subject to adjustment at completion of the Work to reflect actual quantities involved. The Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the Drawings.

Wherever the unit of measure is listed as a lump sum, the Contractor is responsible for the determination of the quantities for those items constructed within the authorized plan limits or dimensions. The Owner does not assume any responsibility for any incidental information in the Contract Documents that may be construed as a quantity of work and/or materials.

Wherever the estimated quantities of Work to be done and materials to be furnished under this Contract are shown in any of the documents including the bid form, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the Work contemplated by this Contract and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

Progress payments on the Contract Price for the value of Work completed and component material on Site will be made upon request at intervals no more frequently than monthly. The request must be made through the Engineer on an approved estimate payment form, provided by the Engineer, showing the component breakdown of the Work totaling the Contract Price and the amount of Work for each item completed at the time of the request.

- C. All material and Work covered by partial payments made shall thereupon become the sole property of Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and Work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of Owner to require the fulfillment of all of the terms of the Contract.
- D. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished and all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or the Contractor's Surety.
- E. In paying any unpaid bills of the Contractor, the Owner shall be deemed the Agent of the Contractor, and any payment so made by the Owner, shall be considered as a payment made under the Contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payment made in good faith.
- F. Before commencing the Work, Contractor shall provide to Owner a certified copy of the recorded bond (*applies to bonded projects only*). Owner will not make any payment to Contractor until Contractor has complied with this requirement for bonded projects.

Payment will be made by Owner after commodities/services have been received, accepted and properly invoiced as indicated in the Contract.

The Engineer will, within ten (10) Days after receipt of each application for payment, either indicate in writing a recommendation of payment to the Owner or return the application to the Contractor indicating in writing the Engineer's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the application.

G. Each application for payment shall be accompanied by the following:

1. A notarized "Affidavit of Disbursement of Previous Periodic Payments to "Subcontractors" from the Contractor for the portion of Work up to the date of that particular pay application.
2. An Owner approved construction schedule update
3. Letter from Surety acknowledging Partial Release, for Bonded Work
4. As applicable, Signed and Sealed Survey from a Surveyor licensed in the State of Florida showing the work has been completed as described in the plans and specifications. (Ref. Section 30. Acceptance Surveys of the Technical and Environmental Specifications.)

H. The Owner may, in its sole discretion, withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the Owner from loss on account of:

1. Any claims are made against Contractor by Owner or third parties, or if reasonable evidence indicates the probability of the making of any such claim; or
2. Contractor is in default of any Contract condition; or
3. There is reasonable doubt that this Contract can be completed within the time specified or for the balance then unpaid.
4. Defective work or material is not remedied;
5. Contractor persistently fails to carry out the Work in accordance with the Contract Documents;
6. Contractor fails to submit the information required by this Contract; or
7. Contractor fails to submit an owner approved updated Schedule with each Application for Payment;
8. The Contract price has been reduced because of modification(s) to the project;
9. The Owner is aware that the Contractor has failed to make payment to Sub-Contractors, or for labor, materials, or equipment
10. The Contractor is claiming additional placement of fill volume for placement beyond that measured and calculated using the procedures established in the Contract Documents for computation of quantities for payment purposes.
11. The Contractor is claiming additional payment for any reason not previously agreed to by the Owner.

If claims or liens filed against Contractor or Owner connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from Owner to do so, Owner may remove such claims or liens and all costs in connection with such removal and this cost shall be deducted from withheld payments or other monies due Contractor under

the Contract. If the funds due to the Contractor are insufficient to meet such cost, or if any claim or lien against Contractor is discharged by Owner after final payment is made, Contractor and its Surety or Sureties shall promptly pay Owner all costs (including attorney's fees) incurred thereby regardless of when such claim or lien arose.

In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of the Local Government Prompt Payment Act.

(Sections 218.76, et. seq, Florida Statutes), demand in writing a meeting with and review by the Municipal Department Director. The Department Director or their designee will conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by the Owner of Contractor's written demand. The Department Director, or designee, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purposes of the Local Government Prompt Payment Act.

32. FINAL BILL OF MATERIALS

When applicable, the Contractor shall be required to submit a final bill of materials with unit costs for each bid item requiring materials only. This shall be an itemized list of all materials with a unit cost for each material and the total shall agree with unit costs established for each Contract item.

33. FINAL PAYMENT

When all Work embraced in this Contract shall have been fully completed agreeable to the Specifications and stipulations herein, and to the satisfaction of the Engineer and Owner, the Contractor shall cause a final estimate to be made of the amount and value of said work according to the prices and terms of this Contract. The Contractor shall certify the final estimate to the Owner and Engineer. From the sum total so found shall be deducted, firstly, all previous payments made to the Contractor and secondly, all damages and proper charges under the Contract and the Contract Documents. The Contractor shall execute a final receipt and release on the form attached in the Contract, upon the Owner making the final settlement and payment as aforesaid. The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. No payment, however, final or otherwise, shall operate to release the Contractor or Contractor's Sureties from any obligations under this contract or the Performance / Payment Bonds.

34. INVOICES FOR MATERIAL ON SITE

To receive approval for progress payment on component material on Site, the Contractor is required to submit to the Engineer copies of the original paid invoices with the monthly estimate for all material to be approved for payment. This requirement applies to both lump sum and unit price items.

35. SALVAGE

Any existing equipment or material, including but not limited to, valves, pipes, fittings, couplings, etc., which is removed or replaced as a result of construction under this project may be designated as salvage by the Engineer or Owner and if so, shall be excavated, if necessary, and delivered to the Owner at a location directed by the Engineer or Owner. Any equipment or material not worthy of salvaging shall be disposed of by the Contractor at a suitable location offsite at no additional cost to the Owner.

36. CHANGES, EXTRA AND OMITTED WORK

- A. It is mutually agreed that no change involving material change in cost, either to the Owner or Contractor, shall be made except upon written permission of the Owner. Extra work shall be paid for as set forth in Article 38, Extra Work. Omitted work shall be credited against the money due the Contractor by one of the methods described in the Article 39, Omitted Work. The Contractor shall make no claim for extra work unless the Owner in advance of the work has approved it in writing except that the Contractor may proceed to meet an emergency condition if the Owner's representative is not available.
- B. The Owner shall have the right, within the general scope of the Work and without notice to any surety or sureties of the Contractor, to make changes in the Work, including but not limited to changes in the Plans, General Conditions, Technical Provisions, and Environmental Provisions pertaining to beach width, beach elevation, beach volume, beach length, environmental protection, contract time, in or to the method or manner of performance of the Work, in or to equipment, materials, service or site, in or to the mode or manner of payment for the Work, or directing a change in the rate of performance of the Work. All changes shall, except in the case of emergencies endangering the safety of personnel or property, be made by modification of the Contract Documents or by written Change Order duly executed by the Owner, Engineer and Contractor. Work necessary in connection with emergency changes shall be strictly limited to the minimum necessary to alleviate the immediate emergency; Work beyond such minimum shall be undertaken only pursuant to a properly issued change order received from the Owner and/or Engineer. The Contractor shall promptly comply with any and all written change orders issued by the Owner and/or Engineer, notwithstanding any disputes. No such change order shall be deemed to invalidate the Contract.
- C. The Engineer shall, in all cases of dispute, determine the amount or quantity of the several kinds of work which are to be paid for under this Contract, and shall decide all

questions relative to the execution of the same, and such estimates and decisions shall be final and binding.

- D. Any work not herein specified, which may be fairly implied as included in the Contract, of which the Engineer shall judge, shall be done by the Contractor without extra charge.

37. EXTRA QUANTITIES /REDUCTION TO QUANTITIES

- A. Should it become necessary to increase the quantities of materials above those required to complete the Work shown on the Drawings or specified herein due to changes in the design or layout of the Work, the Contractor shall furnish and install such additional materials or make such additional excavation as ordered by the Engineer. The Contractor will be paid for the extra quantities at the Contract unit price. Any Contract Price and/or Contract Time adjustment will be by written Change Order and as further detailed in Section 29 – Acceptance Sections of the Technical and Environmental Specifications.
- B. If such changes of plan result in a decrease in quantities, the Contractor shall allow credit against the Contract Price in accordance with the prices bid for the extra quantities.

38. EXTRA WORK

- A. The volume of material to be placed on the beach is based on beach surveys, conducted prior to the construction of the project. The forces of wind and wave will have altered the beach since development of the estimated fill volume for the project. No adjustment shall be made in any unit price of the Contract for changes ordered by the Owner that cause an increase or decrease equal to, or less than twenty-five percent (25%) in the amount of the Work as further detailed in Section 29.3 Adjustments for an Increase or Decrease in Work in Excess of 25% of the Technical and Environmental Specifications.

All work so ordered must be performed by the Contractor. The amount of compensation to be paid to the Contractor for any work so ordered shall be determined as follows:

1. By such applicable unit prices, if any, as are set forth in the Contract; or
2. If no such prices are so set forth, then by a lump sum or other unit prices mutually agreed upon by the Owner and the Contractor; or
3. If no such unit prices are so set forth in the Contract and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed and the cost shall be determined as follows and a proposal submitted to the Owner for review:
 - (a) For all labor and foremen/forewomen in direct charge of the authorized operations the Contractor shall receive the current local rate of wages, to be agreed upon in writing before starting such work, for each hour

that said labor and foremen/forewomen are actually engaged thereon, to which shall be added an amount equal to 15 percent (15%) of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand tools, small pumps, and similar items.

- (b) For all materials used the Contractor shall receive the actual cost of such materials delivered at the Site or previously approved delivery point as established by original receipt bills. No percentage shall be added to this cost.
 - (c) For special equipment and machinery such as power driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economical performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.
 - (d) The Contractor's profit shall be computed by taking ten percent (10%) of the sum of items 3(a) and 3(b) above. The total cost of performing this extra work shall then be the sum of items 3(a), 3(b), 3(c), and 3(d).
- B. Records of extra work done, if any, shall be reviewed at end of each day by the Contractor or his representative and the Engineer, duplicate copies of accepted records made and signed by both Contractor or his representative and the Engineer, and one copy retained by each.
- C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipt bills. Such statements shall be submitted for the current contract payment for the month in which the work was done. No claim for extra work shall be allowed unless the same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

39. OMITTED WORK

Owner may, at any time, by a written order and without notice to the Sureties, require the omission of such Contract work, as it may find necessary or desirable. All work so ordered must be omitted by the Contractor. The amount by which the Contract price shall be reduced shall be determined as follows:

- A. By such applicable unit prices, if any, as set forth in the Contract; or
- B. By the appropriate lump sum price set forth in the Contract; or
- C. By reasonable and fair estimated cost of such omitted work as determined by the Engineer.

40. PROTECTION OF PROPERTY AND PUBLIC

- A. The Contractor shall be required to observe all the ordinance in relation to obtaining permits for occupying, excavating or in anywise obstructing the streets and alleys. Contractor shall erect and maintain barricades, security guards, warning signals and flagmen as required by FDOT Specifications Section 102, latest publication, by other state or federal regulations or as directed to ensure public safety. Trenching and earthwork shall be conducted in a manner to cause the least interruption to traffic. Where traffic must cross open trenches, the Contractor shall provide suitable bridges.
- B. Where there are telephone, telegraph, light, or power poles; water mains, conduits, pipe, or drains; or other construction either public or private; in or on the streets or alleys; the work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given and all the facilities afforded the owners of such construction encountered or likely to be encountered, as will enable them to preserve the same from injury.
- C. The Contractor will not be permitted to interfere with public travel and convenience by grading or tearing up streets indiscriminately, but the work of conducting the various items of this Contract shall proceed in an orderly, systematic and progressive manner.

41. LOCATION AND PROTECTION OF UTILITIES

It shall be the Contractor's responsibility to ascertain the exact location of all utilities prior to construction regardless of information which may be indicated on the Drawings. Utilities shall be located and marked in the field. The Contractor shall take whatever steps are necessary to protect the utilities from damage. Any damages sustained by any utility as a result of operations under this Contract shall be promptly repaired or replaced at the sole expense of the Contractor and no additional money shall be due for this repair or replacement work under this Contract.

The Contractor will plan the work and conduct the construction operations in cooperation with the various utility companies. The Contractor will use extreme caution where construction is performed in proximity to utilities, and the Engineer will be notified when any work may conflict with utilities.

Any conflicts found are to be brought to the attention of the Engineer for resolution prior to start of work. Unless otherwise directed, the Contractor is to support or otherwise protect all other utility companies' facilities during construction. The Contractor shall protect all existing utilities throughout the construction and shall contact the offices of the various utility companies at least 48 hours prior to the start of any construction.

42. OVERHEAD UTILITIES

- A. If there are overhead power lines in the vicinity of the construction area, Contractor should conform to Florida Industrial Commission Regulation 185S-4-CB-1958 "Regulation for

Use of Cranes, Draglines and Similar Equipment Near Power Lines.", or the most current standard.

- B. It is the responsibility of the Contractor to ensure that all utility or other poles, the stability of which may be endangered by the close proximity of excavation, are temporarily stayed in position while work proceeds in the vicinity of the pole and that the utility or other companies concerned are given advance notice of any such excavation by the Contractor.

43. COORDINATION OF WORK

The Contractor may expect other construction to occur in the vicinity of the Site during the course of the Contract. In such instances, the Contractor will be required to cooperate fully so as to eliminate or minimize the creation of conflicts. Adjustments from time to time may be required in the Contractor's work location and/or schedule provided a reasonable notice is given by the Owner or Engineer. The Contractor shall afford other Contractors reasonable opportunity for the execution of their work and shall properly connect and coordinate its Work with the work of other Contractors. The Contractor is responsible for remaining informed of the progress and the detail of the work of the other Contractors; and shall notify the Owner and/or Engineer immediately of any interference. If other Contractors cause lack of progress or defective workmanship to this project, the Contractor shall notify the Owner and Engineer. Whenever there is interference with work under contracts with the Owner, the Owner shall decide the manner in which the work shall proceed under each contract in an attempt to reduce or eliminate the interference to the greatest extent practicable. The Contractor shall proceed at its own risk in the event the Contractor fails to obtain such prior direction or assistance from the Owner.

44. SANITARY REGULATIONS

The Contractor shall furnish necessary sanitary conveniences for the use of laborers on the Site. Sanitary facilities shall be delivered and maintained in such manner and at such points as shall be approved by the Engineer and as further detailed in Section 10.2.2.2.4 Sanitary Facilities of the Technical and Environmental Specifications. Their use shall be strictly enforced. The Contractor shall supply sufficient drinking water to his employees from such sources as shall be approved by the Engineer, and obey and enforce such sanitary regulations and take such precautions against infectious disease, as the Engineer may deem necessary. Should any infectious disease occur among his employees, Contractor shall arrange for the immediate removal of the patient from the work and isolation of all persons connected with the work.

45. STORAGE FACILITIES

Should the Contractor build or furnish storage facilities, or other structures for, tools, machinery, and supplies, they shall be permitted only at approved places, and their surroundings shall be maintained at all times in a sanitary and satisfactory manner. On or before the completion of the work, all such structures shall be removed together with all rubbish and trash, at the expense of the Contractor. If the Contractor plans to work prior to November 30th and after March 1st, staging areas for construction equipment shall be

minimized in accordance with regulatory permit requirements for sea turtle protection, and the location shall be approved by the City in writing prior to its use.

46. DEFECTIVE WORK

- A. If at any time, before final acceptance of the Work or materials, defects therein shall be found, the Contractor shall promptly correct such defects, remove and dispose of all defective or unsatisfactory work or materials, and supply others in accordance with the Contract Documents. Previous construction of such work will not relieve the Contractor of the responsibility for good work or materials, although the defects may have been overlooked by the Engineer or Inspector, or may have been the result of damage from any cause.
- B. Should the Contractor fail or refuse to remove and renew any defective work performed, or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract within the time indicated in writing, the Owner shall have the authority to cause the unacceptable or defective work to be removed or renewed, or such repairs as may be necessary to be made at the Contractor's expense. Any expense incurred by the Owner in making these removals, renewals or repairs, which the Contractor has failed or refused to make, shall be paid for out of any monies due or which may become due the Contractor, or may be charged against the Sureties. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs, promptly, fully, and in an acceptable manner, shall be sufficient cause for the Owner to declare the Contract in Default, in which case the Owner at its option may instruct the Engineer to purchase materials, tools, and equipment and employ labor or may contract with any other individual, firm or corporation, or may proceed with its own forces to perform the Work.
- C. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due Contractor, or shall be charged against the contract bond. Any special work performed as described herein, shall not relieve the Contractor in any way from his responsibility for the work performed by Contractor.
- D. At the request of the Engineer, the Contractor shall, at any time before Final Completion of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the Contract Documents. Should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for by Change Order, but should the Work so exposed or examined prove unacceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense.
- E. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect be discovered, or obligate the Owner to final acceptance.

- F. If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner, its officials, and employees, against any such claim.

47. DISTRIBUTION OF WORK

- A. Arrangement of the Specifications in sections, under general titles descriptive of the principal materials or trades covered, is for convenience. This subdivision follows trade practice as far as seems practical without unreasonable complicated or minute breakdown. Under many divisions it has seemed proper to include items of other trades or types of materials, the use of the installation of which is closely related to the principal subject of that division. Such arrangement shall not operate to make the Engineer an arbitrator to establish subcontract or trade limits between Contractor and subcontractor or trades.
- B. Contractor and all subcontractors shall study all of the Drawings and Specifications in sufficient detail to assure that all required items are included. It shall be the Contractor's responsibility to so arrange distribution of the work that all required items are provided by the proper trades and at the proper times, without controversy as to contract obligation, or as to jurisdiction, and Contractor shall make all necessary adjustments to this end.

48. SEPARATE CONTRACT

- A. The Owner reserves the right to let other contracts in connection with the Work. The Contractor shall afford other contractors a reasonable opportunity for the introduction and storage for their materials and the execution of their work and shall properly connect and coordinate Contractor's work with theirs.
- B. If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. Failure of Contractor to inspect and report shall constitute Contractor's acceptance, at his own risk, of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of the Work under this Contract.

49. REFERENCE TO STANDARDS

- A. Wherever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization, or body, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the date of advertisement for bids, even though reference has been made

to an earlier standard. The following list of Technical Societies, Item B below, are hereby made a part of the Contract the same as if they were incorporated by reference herein and repeated in full.

In the event of any conflict between specifications, standards, codes, or tentative specifications, and the Specifications, the latter shall govern. In the event of conflict with another, the decision as to which shall govern will be decided by the Engineer, whose judgment will be final.

- B. Reference to a technical society, organization, or body may be made in the Specifications by abbreviations, in accordance with the following list:

AASHTO	for American Association of State Highway and Transportation Officials
ACI	for American Concrete Institute
AGMA	for American Gear Manufacturers' Association
IEEE	for Institute of Electrical and Electronic Engineers
AFBMA	for Anti-friction Bearing Manufacturers' Association
AISC	for American Institute of Steel Construction
ASCE	for American Society of Civil Engineers
ASTM	for American Society for Testing Materials
ASME	for American Society of Mechanical Engineers
AWSC	for American Welding Society Code
AWWA	for American Water Works Association
AWPA	for American Wood Preservers Association
CIPRA	for Cast Iron Pipe Research Association
Fed. Spec.	for Federal Specification
Navy Spec.	for Navy Department Specification
NEC	for National Electric Code
NEMA	for National Electrical Manufacturers Association
NLMA	for National Lumber Manufacturers Association
SAE	for Society of Automotive Engineers Standards
SFBC	for South Florida Building Code
SHBI	for Steel Heating Boiler Institute
DOT	for Florida Department of Transportation
U.L., Inc.	for Underwriters' Laboratories, Inc.
ANSI	for American National Standards Institute

- C. When no reference is made to a code, standard, or specification, the standard specifications of the ASTM, the ANSI, the ASME, the IEEE, or the NEMA shall govern.

50. MAINTENANCE OF OPERATION

Item not used for this contract.

51. SAFETY AND HEALTH REGULATIONS

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations and as further detailed in Section 34 – Safety Requirements and Section 35 – Emergencies of the Technical and Environmental Specifications.

52. APPRENTICE AND TRAINEE EMPLOYMENT REQUIREMENTS

Item not used for this contract

53. GUARANTEES/WARRANTIES

Following final close-out, the Contractor will not be held responsible for naturally induced changes to the placed beach fill material. The Contractor will remain responsible for any and all fines, costs, and legal expenses in the event that the Contractor is found to have damaged hardbottom communities or caused any previously undiscovered environmental pollution.

Unless otherwise provided elsewhere in the Contract Documents, all materials and equipment incorporated into any work covered by the Contract shall be new and, where not specified, of the highest grade of quality for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner. Unless otherwise provided in the Contract, Contractor warrants all equipment, materials, and labor furnished or performed under this Contract, against defects in design, materials, and workmanship for a period of twelve months from and after Final Completion of Work under the Contract, regardless of whether the same were furnished or performed by Contractor or by any of its subcontractors of any tier. In the event that the Owner assumes partial utilization of portions of the work prior to completion of all Work, the Warranty for that portion shall also extend for twelve months from Final Completion of that portion of the Work, if and only if the Owner has exclusive use of the area. If the Owner does not have exclusive use of the area, the warranty period shall extend for twelve months from Final Completion of the last portion of the Work.

Upon receipt of written notice from Owner or Engineer of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Contractor at a time and in a manner acceptable to Owner.

Contractor warrants such redesigned, repaired or replaced work against defective design, materials and workmanship for a period of twelve months from and after the date of acceptance thereof. Should Contractor fail to promptly make the necessary redesign, repair, replacement and tests, Owner may perform or cause to be performed the same at Contractor's expense.

Contractor shall perform such tests as Owner may require to verify that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement, and testing, including the removal, replacement and

reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by Contractor.

Contractor and its Surety or Sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein and any damage to other parts of the Work caused by the Contractor's failure to perform pursuant to this general condition.

The Contractor is required to provide a designated telephone number for warranty related emergencies which occur outside the normal workday. The Contractor is solely responsible for ensuring that all warranty work is completed in the manner described above. If the Owner agrees, in writing, a subcontractor may be the point of contact for notices regarding warranty items, but such agreement shall not absolve the Contractor of his responsibility.

CITY OF BOCA RATON

**BID NO. 2023-06-FV
SOUTH BOCA RATON BEACH RENOURISHMENT
6TH RENOURISHMENT EVENT**

TECHNICAL AND ENVIRONMENTAL SPECIFICATIONS

August 2022

CITY OF BOCA RATON

BID NO. 2023-06-FVSOUTH BOCA RATON BEACH RENOURISHMENT 6TH RENOURISHMENT EVENT TECHNICAL AND ENVIRONMENTAL SPECIFICATIONS

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CITY OF BOCA RATON
BID NO. 2023-06-FV
SOUTH BOCA RATON BEACH RENOURISHMENT
6TH RENOURISHMENT EVENT

TECHNICAL AND ENVIRONMENTAL SPECIFICATIONS

1. SCOPE AND FILL QUANTITY

The Contractor shall provide all machinery, labor, equipment, supplies, and materials as necessary for all operations in connection with excavating, transporting, placement and grading of sand, as indicated in the following Technical Specifications and the Construction Plans for this Project. In Accordance with the Contract Documents, potential Bidders are advised that the beach fill quantity may be adjusted by the Owner without re-negotiations of unit price or terms. The Owner shall not consider the terms of the Contract to be satisfied unless the required minimum placement template volume as listed on the Contract Drawings has been achieved at all Acceptance Sections.

2. CONSTRUCTION WINDOW

The Contractor shall not commence Work on the beach prior to January 10, 2023 and shall complete all Work on the beach by April 30, 2023. FDEP Permit Number 0182699-001-JC Specific Condition #15 details the steps required to be performed if construction related activities are to occur on the beach from March 1st through April 30th.

3. TIME EXTENSIONS

All equipment shall be removed from the beach and Work must be completed within the time period allowable in the Owner's State and Federal Permits. Commencement, prosecution, and completion of the Work are also addressed in the General Conditions. The time stated for Final Completion shall include final restoration of the Site and of all Work areas including staging areas and beach accesses. Time extensions for delays due to weather or equipment failures/availability shall not be granted beyond this date.

4. CONTRACTOR'S METHODS AND EQUIPMENT

The Contractor shall perform the Work as specified in the Contract Documents and use methods and equipment that will be in compliance with the Contract Documents.

5. PRE-CONSTRUCTION MEETING

After contract award and before construction operations are initiated, the Engineer shall notify the Contractor of the date and time for a mandatory pre-construction meeting. The meeting may be audio recorded. The purpose of the meeting shall be to develop mutual understanding relative to details of the Project, including the Quality Assurance Plan (as described in Section 33. Quality Assurance) all documentation requirements included in the Contractor's Daily Quality Control

Report, daily administration of the program, and the working relationship between the Contractor, the Owner, and the Engineer including any consultant(s) working for the Engineer. The Engineer shall review with the Contractor the Plans and Technical Specifications, submissions identified in Section 6. Required Submissions, permit requirements, lines of contractual and administrative authority, daily reporting requirements, submittals schedule and construction methods. Meeting notes will be recorded by the Engineer documenting all items discussed at the meeting and a copy will be provided to all meeting participants. Subsequent meetings may be scheduled to reconfirm mutual understanding immediately prior to the construction or during construction.

6. REQUIRED SUBMISSIONS

A minimum of seven (7) days prior to the pre-construction meeting, the Contractor shall submit the following items for review and approval by the Engineer:

6.1 Operations Plan. The Operations Plan shall describe the proposed equipment and construction methods including the following information:

6.1.1 Project Schedule in the form of a time-line (Gantt chart) for individual portions of the Project and the cumulative Project.

6.1.2 Letter of Appointment designating a Project Superintendent(s), describing responsibilities and providing qualifications and listing their contact information.

6.1.3 Turbidity Monitor Qualifications for turbidity monitoring as required in FDEP Permit No.: 0182699-009-JN Specific Condition 3(c).

6.1.4 Proposed Equipment List including the specifications for horizontal and vertical positioning equipment including calibration information and limits of accuracy.

6.1.5 Proposed Construction Sequence and Methodology describing Mobilization, Demobilization and daily operations referenced to the Work areas and access areas delineated in the Construction Plans.

6.2 Monitoring Plan (Section 10)

6.3 Workers' Coverage Affidavit

6.4 Environmental Protection Plan (Section 10.1)

6.5 Construction Stake Recovery Plan (Section 10.1.2)

6.6 Vibration Monitoring and Control Plan (Section 17)

6.7 Pipeline Access Corridor (Section 24.2)

6.8 Quality Assurance and Quality Control (QA/QC) Plan. (Section 33)

6.9 Accident Prevention Plan (Section 34.2)

6.10 Safety Plan (Section 34)

6.11 Copies of all required licenses, permits and certifications. (Section 8)

6.12 U.S. Coast Guard Certifications. The Contractor shall obtain any and all U.S. Coast Guard dredge certifications and/or approvals. Copies of all required U.S. Coast Guard certification or approval must be provided at the pre-construction meeting. (Section 5).

6.13 Other Items as may be specified elsewhere in this document.

7. WORK PROGRESS SCHEDULE

The Work Progress Schedule shall show the time allotted for each of the various activities of Work including start/end dates and/or duration (Mobilization, South Boca Raton Beach Renourishment, Deerfield Beach nourishment, Hillsborough nourishment, & Demobilization). The schedule shall show the various activities of Work in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the contract period. The schedule shall show the order and interdependence of activities and the sequence in which the Work is to be accomplished as planned by the Contractor. All activities shall be described so that the Work is readily identifiable and the progress on each activity can be readily measured. Each activity shall show a beginning Work date, and duration. Activities shall include procurement time for materials, plants and equipment, and review time of shop Drawings where they are appropriate and essential to the timely completion of the Project. The list of activities shall include milestones when required by the Plans or the Contract Documents. Sufficient liaison shall be conducted and information provided to indicate coordination of activities with utility owners having facilities within the Project limits.

The schedule shall be reviewed by the Engineer at the pre-construction meeting and shall become part of the Contract Documents. If the schedule submitted is determined to be inadequate by the Engineer, it shall be returned to the Contractor for correction. The Contractor shall have five (5) calendar Days from the date of transmittal to submit a corrected schedule. When approved, this original schedule shall constitute the baseline against which progress is measured. The Contractor shall submit an updated Work Progress Schedule only when requested by the Owner and/or Engineer. If revisions are required to the Work Progress Schedule, the Contractor shall furnish revised schedule and analysis within five (5) calendar Days after being notified by the Owner and/or Engineer. Failure to finalize either the initial or a revised schedule in the time specified shall result in withholding of all incremental contract payments until the schedule is approved.

8. PERMITS, LICENSES, CERTIFICATIONS, APPROVALS, AND EASEMENTS

The Contractor shall comply with all the requirements of the permits, easements, and conditions of this contract including the Florida Department of Environmental Protection (FDEP) Permit [0182699-009-JN (Attachment 1) including all modifications, Sediment QA/QC Plan (Attachment 8), and Biological Monitoring Plan (Attachment 04)], the U.S. Army Corps of Engineers (USACE) Permit (SAJ-1994-1196 (SO)-LCK (Attachment 02)) including all modifications and attachments), and the 2011 Standard Manatee Conditions (Attachment 6), Sea Turtle and Smalltooth Sawfish Construction Conditions (March 23, 2006) (Attachment 7), U.S. Fish and Wildlife Service (FWS) Acceptance Letter for Service Programmatic Piping Plover Biological Opinion (SPBO) and Programmatic Piping Plover Biological Opinion (P3BO) (October 22, 2013) (Attachment 5), U.S. FWS SPBO (August 22, 2011) (Attachment 3), and the U.S. FWS P3BO (May 22, 2011, as amended in the USACE Permit) (Attachment 2). The Contractor shall conspicuously post copies of all permits on the job Site. Any other licenses or approvals required for the execution of this Work shall be secured and maintained by the Contractor as specified in the Contract. The Contractor shall obtain any and all U.S. Coast Guard dredge certifications and/or approvals. Copies of all required U.S. Coast Guard certification or approval must be provided at the pre-construction meeting. Temporary Easements and Agreements for Beach Restoration with property owners in the Project area have been obtained by the Owner for Work as specified in these Technical Specifications and in the Construction Plans.

The Contractor shall immediately notify the Owner and Engineer of any non-compliance with the permits, easements or terms and conditions of the Contract Documents including the Contractor's Environmental Protection Plan. Any non-compliance noted by the Owner or Engineer shall be brought to the attention of the Contractor and the appropriate regulatory agencies will be notified. The regulatory agency will determine if any corrective action is required and the Engineer will notify the Contractor. Such actions may include discontinuing construction of the Project until the Contractor complies with the Environmental Protection Plan. The Contractor shall comply and require all Subcontractors to comply with all applicable Federal, State or local laws or regulations, permits, easements and all elements of the Environmental Protection Plan. The Contractor shall be liable for any actions, fines, damages, or delays resulting from any violation or non-compliance with the conditions of the permits, easements and terms of this contract attributable to their personnel or Subcontractors.

The City is responsible for the Sedimentation Monitoring as described in FDEP approved Biological Monitoring Plan.

9. REPORTING REQUIREMENTS

- 9.1 The Contractor shall be required to prepare and submit to the Engineer a Contractor's Daily Quality Control Report, which shall include Dredge Position Coordinates, Plot of Dredge Positioning, Dredged Volumes, Construction Stake Inventory, Turbidity Monitoring Reports and Chart, and Sea Turtle Observer's Report. The Contractor's Daily Quality Control Report, signed and dated by the project superintendent, with attachments is due to the Engineer on a daily basis by noon on the following business Day. The format of the report is at the discretion of the Contractor pending Engineer approval. Reports shall be provided

from the first Day of Mobilization of any equipment into the Project Site and/or harbors of refuge to the last Day of Work including Site restoration and shall include a narrative describing the length and nature of any delays in Work.

- 9.2 The Contractor shall support and attend a weekly construction coordination meeting with the Owner and Engineer. An updated project schedule shall be provided for each meeting

10. MONITORING AND ENVIRONMENTAL PROTECTION

This section addresses the minimization and/or prevention of environmental damage and pollution as the result of construction operations under this contract. The control of pollution and environmental damage requires consideration of air, water, land, cultural resources, and the marine environment and includes management of construction activities, visual aesthetics, noise, and solid wastes as well as other pollutants. The Contractor should include the cost for complying with these requirements in Bid Item #2 General Conditions.

The Contractor shall prepare an Environmental Monitoring Plan including, but not limited to the specifications provided in Section 10.1 of these Technical and Environmental Specifications. The monitoring plan will be discussed at the pre-construction meeting and the Owner and/or Engineer may, at their discretion, specify revisions to be incorporated by the Contractor. The Contractor's Project Superintendent shall be responsible for the implementation of the Monitoring Plan and shall attend the pre-construction meeting. Environmental resources within the Project boundaries and those potentially affected outside the Work areas of this contract shall be monitored during conduct of this Work.

The Contractor shall also prepare an Environmental Protection Plan including, but not limited to the Specifications provided in Section 10.2 of these Technical and Environmental Specifications. The Contractor shall confine all construction activities to areas defined in the Construction Plans and Technical and Environmental Specifications.

10.1 ENVIRONMENTAL MONITORING PLAN

The monitoring plan shall include, but not be limited to, the following specifications:

- 10.1.1 Turbidity Monitoring. The turbidity monitoring and compliance shall be the responsibility of the Contractor, which will be overseen by an independent third party as described in FDEP permit No.: 0182699-010-JN – Monitoring Required, 17. Water Quality Monitoring. Turbidity sampling shall be expected to need to be performed by vessel, by wading, or a combination of both. The Contractor shall submit daily turbidity reports to the Engineer for preparation of the weekly summaries. The Contractor shall provide the Owner and Engineer with access to observe the turbidity sampling and testing methods and means. The Contractor shall provide proactive coordination with the Owner and Engineer regarding construction operations and shall provide full access to the construction area. The Contractor shall take all reasonable and prudent efforts to limit project-induced turbidity and shall conform to all specific conditions of the Project permits and associated variances. The Owner and Engineer reserve the option to accompany the Contractor's turbidity

monitoring personnel during any or all turbidity sampling activities.

10.1.1.2 Excessive Turbidity. In the event that the Compliance turbidity samples exceed the allowable turbidity relative to the Background turbidity as measured at the edge of the authorized mixing zone, the Contractor shall IMMEDIATELY CEASE dredging activities, notify the Engineer and shall suspend construction activities until repeat sampling and analyses has demonstrated that turbidity levels have returned to compliant levels. Dredging operations may not resume until turbidity has returned to an acceptable level compliant with the issued FDEP permit. All reporting to the FDEP shall be conducted by the Engineer. The Contractor shall be liable for any non-compliance within the conditions of the permits and terms of this contract attributable to their personnel or Subcontractors.

10.1.2 Construction Stake Recovery. The Contractor shall propose, for inclusion in the monitoring plan, a method for inventorying and ensuring the removal of all construction stakes (in their entirety). The Contractor shall record all stakes deployed and removed on a daily basis on a Construction Stake Inventory. The Construction Stake Inventory shall be submitted to the Engineer with the Contractor's Daily Quality Control Report. The Contractor shall be responsible for using a magnetometer or other suitable means if necessary to locate and remove all construction stakes at no additional expense to the Owner.

10.2 ENVIRONMENTAL PROTECTION PLAN

Following the Notice of Award and prior to the Notice to Proceed to the Contractor, the Contractor shall submit in writing an Environmental Protection Plan to the Engineer. The Notice to Proceed will not be issued until the Environmental Protection Plan is reviewed and approved by the Engineer. Approval of the Contractor's plan will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures. The Environmental Protection Plan shall include but not be limited to the following:

10.2.1 A list of Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control, and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits.

10.2.2 Methods for Protection of Features and Habitats to be Preserved within Authorized Work Areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e. all vegetation (trees, shrubs, vines, grasses and ground cover), landscape features, air and water quality, fish and wildlife, soil, historical, archeological and cultural resources, marine turtles, manatees and all marine hardbottom areas.

- 10.2.2.1 Property and Vegetation Protection. The Engineer shall identify all property resources to be preserved within the Contractor's Work area, which is defined as staging areas, access areas, and the beach. Areas as designated by the Engineer shall be delineated by the Contractor. The Contractor shall not remove, cut, deface, injure, or destroy land resources including, but not limited to sand dune or berm vegetation, trees, shrubs, vines, grasses, top soil, structures, pavement, fencing, roadways, irrigation equipment and land form unless directed to do so by the Engineer on the Construction Plans. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. The Contractor's storage of equipment, supplies and pipe shall be compliant with the Construction Plans and regulatory permits and no closer than 5 feet from dunes, structures, seawalls, or vegetation. The pipe discharge shall be compliant with the regulatory permits and no closer than the mid-berm width of the existing beach width from dunes, structures, seawalls, or vegetation. Mechanical or manual means shall be used to place Material in these areas and compaction equipment will not be used in these areas. The Contractor shall be responsible for the replacement of any damaged or destroyed property or vegetation, to the satisfaction of the Owner and Engineer. Failure to replace damaged or destroyed property or vegetation by the Contractor shall result in replacement by the Owner, and all costs of replacement shall be deducted from monies due or to become due to the Contractor. The Contractor shall be liable for any non-compliance with the conditions of the permits, easements and terms of this contract attributable to their personnel or Subcontractors.
- 10.2.2.2 Pollution Prevention. The Contractor shall continuously monitor and manage all construction activities to comply with the following environmental requirements for pollution prevention:
- 10.2.2.2.1 Pollution Control Facilities. The Contractor shall maintain constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities continue.
- 10.2.2.2.2 Air. The Contractor shall make all possible efforts to minimize air pollution. All activities, equipment, processes, and Work operated or performed by the Contractor in accomplishing the specified construction shall comply with the applicable air pollution standards of the State of Florida (Chapter 403 Florida Statutes and others) and all Federal emission and performance laws and standards.
- 10.2.2.2.3 Noise Control. The Contractor shall make all possible efforts to minimize noise during fill placement operations.

All hauling and excavating equipment, including dredges and booster pumps, used on this Work shall be equipped with satisfactory mufflers or other noise abatement devices. The Contractor shall conduct these operations so as to comply with all Federal, State, and local laws pertaining to noise. Dredges and booster pumps used on this Work shall be equipped with satisfactory mufflers and/or other sound abatement devices to reduce engine noise. A sound barrier will be constructed landward of booster pumps in order to reflect noise seaward. The Contractor shall conduct his operations so as to comply with all Federal, State, and local laws pertaining to noise. The use of horns, whistles, signals, and handling of dredge pipelines shall be held to the minimum necessary in order to ensure as quiet an operation as possible while maintaining safety and meeting OSHA minimum standards/requirements.

10.2.2.2.4 Sanitary Facilities. The Contractor shall supply and maintain, at minimum, one (1) temporary sanitary facility for the use of land based employees and Subcontractors. The facility shall be conveniently located in the vicinity of the beach disposal operation. Sanitary facilities shall be of an approved chemical type with regular servicing, as approved by the Engineer and the Palm Beach County / Broward County Health Department(s) as appropriate, and shall move with the discharge point. The facility shall be shielded with painted plywood as directed by the Engineer. The facility shall be removed at the end of the Project. The Owner and/or Engineer can direct the Contractor to clean or replace the sanitary facility based on odor.

10.2.2.2.5 Solid Wastes. Solid wastes (including clearing debris) shall be placed in containers, which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination of water, soil, or air. No steel, cables, wire, pipe, drums or any other debris shall be disposed overboard. No burial of waste materials by the Contractor will be permitted. The Contractor shall at all times keep the Project Area free from accumulations of waste material or debris caused by his or her employees or Work and shall remove same when necessary or required by the Owner and/or Engineer. All receptacles must be maintained and predator proof.

10.2.2.2.6 Fuel Transfer. On-water transfers of fuel, oil or any hazardous material shall be conducted in accordance with

U.S. Coast Guard regulations (including, but not limited to, 33 CFR 156). On-land fuel transfers shall occur off of the beach. The fuel tank shall be moved from the beach to the access area (shown on the Plans) and the Contractor shall be responsible for cleaning and remediation of any spill and impact of petroleum/diesel product.

10.2.2.2.7 Fuel Dispensing. Secondary containment, which is capable of holding 110 % of the tank contents, must be provided for each fuel storage tank and placed on a level surface. Fuel dispensing areas shall have available a 4-foot square, 16-gauge metal pan with borders banded up and welded at corners directly below the bibb. Edges of the pans shall be 8-inch minimum in depth to ensure that no contamination of the ground takes place. Pans shall be emptied immediately after every dispensing of fuel. Should any spilling of fuel occur, the Contractor shall immediately excavate the contaminated ground and dispose of it offsite in an approved area.

10.2.2.2.8 Oil and Hazardous Material Spills and Containment. The Contractor shall ensure that all hazardous material spills including hydraulic fluid spills are immediately reported to the Owner and Engineer. All hazardous material spills shall be immediately cleaned up in accordance with Consolidated USACE Safety and Health Requirements Manual, document number EM 385-1-1 dated 2008. In accordance with EM 385-1-1, the Contractor shall use suitable methods to prevent the spread of hazardous materials from above ground storage tanks and piping in case of leakage.

10.2.2.2.9 Bilge Water. Contractors are warned that pumping oil or bilge water containing oil into navigable water or into areas, which would permit the oil to flow into such waters, is prohibited by Section 13 of the Rivers and Harbors Act of 1899 (30 Stat. 1152; 33 U.S.C. 407). Non-compliance with this prohibition is subject to penalties provided for under the referenced acts.

10.2.2.3 Historical, Archeological, and Cultural Resources. If during construction activities, the Contractor observes items that may have historical or archeological value (including, but not limited to, Indian canoes, arrow heads, pottery or physical remains), the Contractor shall immediately cease all sand placement and grading operations. Such observations shall be reported immediately to the Engineer; so that the appropriate authorities may be notified and a determination made as to

their significance and what, if any, special disposition is required. The Contractor shall cease all activities that may result in the disturbance and/or destruction of these resources and shall prevent his/her employees and Subcontractors from trespassing on, removing, or otherwise damaging such resources. The Contractor shall report any observed unauthorized removal or destruction of such resources by any person to the Owner, Engineer, and appropriate State of Florida authorities. The Contractor shall be liable for any non-compliance with the conditions of the permits, easements and terms of this contract committed by their personnel or Subcontractors.

- 10.2.2.4 Sea Turtle Protection and Monitoring. Endangered and threatened species of sea turtles are known to occur, particularly during and around the time of their nesting season (March 1st through October 31st), in the vicinity of the Work area for this Project. The Contractor shall comply with all conditions of the Endangered Species Act of 1973 and the regulatory authorizations/permits. There are civil and criminal penalties for harming, harassing, or killing sea turtles. All incidental takes of sea turtles during dredging or construction operations must be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) hotline (888.404.3922), FWC Imperiled Species (ImperiledSpecies@myFWC.com), FWS Jacksonville (904.731.3336), FWS Ecological Services (772.562.3909), the Owner, and the Engineer.

Additionally, the Contractor must comply with all Terms and Conditions of the FWS's Statewide Programmatic Biological Opinion (dated February 27, 2015). Construction on nesting beaches in south Florida is prohibited between May 1st and October 31st. The Contractor shall instruct all personnel and Subcontractors relative to the sea turtle protection regulations. The Contractor shall be liable for any non-compliance with the conditions of the permits, easements and terms of this contract attributable to their personnel or Subcontractors. The Contractor is instructed to acquaint himself with FDEP Permit No.: 0182699-001-JC Specific Condition 15 which address Marine Turtle Nesting Beach Protection.

- 10.2.2.4.1 Nesting Activity. Daytime monitoring sea turtle nesting activity shall be the responsibility of the Owner. If the Project proceeds later than March 1, a daily marine turtle nesting survey will be required to identify and possibly relocate any nests in the Project area. Construction activity may not commence outside of the nighttime designated Work area until the completion of the marine turtle survey and the clearing of the beach by the sea turtle observer each Day. Nests may be present on the beach outside of the Work area at the time of construction. The Contractor shall not

allow equipment on the beach outside of the designated Work area without daily consent of the sea turtle observer.

10.2.2.4.2 Nighttime Leatherback Sea Turtle Surveys. The Contractor will conduct nighttime surveys for leatherback sea turtles in accordance with the Florida Programmatic Biological Opinion condition B9.a(iii), which shall begin when the first leatherback crawl is recorded within the Project or adjacent beach area through April 30, or until completion of the Project including the removal of all of the Contractor's equipment (whichever is earliest). Nightly nesting surveys shall be conducted from 9 p.m. until 6 a.m. The Project area shall be surveyed at 1-hour intervals (since leatherbacks require at least 1.5 hours to complete nesting, this will ensure all nesting leatherbacks are encountered) and eggs shall be relocated per the permit requirements. The Contractor's proposed nighttime leatherback sea turtle monitors must be included in the Operation Plan submitted to the Owner and approved by the Owner and the FWC.

10.2.2.4.3 Quality Control. Observation reports denoting the Nighttime Leatherback Sea Turtle Surveys shall be included in the Contractor's Daily Quality Control Report for the Nighttime Leatherback Sea Turtle Surveys.

10.2.2.4.4 Escarpment Formations. The Contractor shall be responsible for leveling/grading any escarpment formation within the limits of the Project during the duration of the Project construction and immediately following the completion of construction.

10.2.2.5 Manatee Protection. The Contractor shall continuously monitor and manage all construction activities to minimize interference with, disturbance of, and damage to all fish and other marine life in the Project area including manatees. The Contractor shall comply with all conditions of the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act. There are civil and criminal penalties for harming, harassing or killing manatees. Any incidental harm caused to a manatee during dredging or construction operations must be reported immediately to Florida Fish and Wildlife Conservation Commission (FWC) hotline (888.404.3922), FWC Imperiled Species (ImperiledSpecies@myFWC.com), FWS Jacksonville (904.731.3336), FWS Ecological Services (772.562.3909), the Owner, and the Engineer. The Contractor shall be liable for any non-compliance with these regulations by the Contractor's personnel or Subcontractors.

- 10.2.2.6 Smalltooth Sawfish. The Contractor shall comply with the NMFS's *Sea Turtle and Smalltooth Sawfish Construction Conditions* dated March 23, 2006.
- 10.2.2.7 Shorebird Protection. Monitoring shorebird nesting activity shall be the responsibility of the Owner. If the Project proceeds later than April 1, a daily survey for shorebird nesting and foraging will be required and performed by the Owner. The Contractor shall avoid any exclusion zones and areas roped/fenced off by the Owner and abide by any travel corridors established by the Owner.
- 10.2.2.8 Reef Protection and Monitoring. The Contractor shall not impact hardbottom and reef areas during all phases of the Project. The Contractor shall be liable for any non-compliance with the conditions of the permits, easements and terms of this contract attributable to their personnel or Subcontractors.
- 10.2.3 Procedures shall be implemented to provide the required environmental protection and to comply with the applicable permits, laws, and regulations. The Contractor shall provide written assurance to the Engineer that immediate corrective action will be taken to correct pollution of the environment due to accident, natural causes, or failure to follow the procedures set out in accordance with the Environmental Protection Plan.
- 10.2.4 Drawings (overlaid on the on the Construction Plans) showing locations of any proposed temporary excavations or embankments for haul roads, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
- 10.2.5 Work Area Plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The Work Area plan should include measures for marking the limits of use areas.
- 10.2.6 A statement identifying person(s) who will be responsible for implementation of the Environmental Protection Plan. The Contractor personnel responsible shall report directly to the Contractor's top management and shall have the authority to act for the Contractor in all environmental protection matters.
- 10.2.7 A statement acknowledging that the Contractor is responsible for environmental protection, including all of the Contractor's personnel and Subcontractors.
- 10.2.8 The Environmental Protection Plan will be dated and endorsed by the individual in responsible charge of the construction.

11. PROJECT SIGNS

The Contractor will furnish all signs required by regulatory permits for the Project. The Contractor will also install informational signage noting key project information for public viewing at each end of the active construction area and at any other locations considered by the Contractor to be useful for informing the public.

12. ELECTRICITY

All electric current required by the Contractor shall be furnished at the Contractor's expense and the Contractor shall obtain required permits from the Owner's building department. All temporary connections for electricity shall comply with the most recent electrical rules and codes. In the event electricity is made available by the Owner, the Contractor shall, at the Contractor's expense, install a meter to determine the amount of current used and such electricity shall be paid or charged to the Contractor at prevailing rates or at reasonable rates as determined by the Owner. All temporary lines shall be furnished, installed, connected, and maintained by the Contractor in a manner satisfactory to the Owner and shall be removed by the Contractor in like manner, at the Contractor's expense, prior to completion of the construction. The Contractor shall provide ground fault circuit interruption (GFCI) as required by current City code on all receptacles used for construction power. Ground fault circuit interrupters are not an acceptable substitute for grounding.

13. EXCLUSION OF THE PUBLIC

The Contractor shall exclude the public from the Work area at all times during construction. The Contractor shall post a minimum of one dedicated employee for the sole purpose of full-time, 24 hours per Day security at each end of the active Project construction area. The Contractor shall be required to erect, maintain, and move as necessary, restrictive barriers around the discharge of the hydraulic pipeline. The barriers shall prevent the public from approaching the discharge from any direction closer than 250 feet. The Contractor shall post signs at each barrier in a conspicuous manner stating, "DANGER – HIGH PRESSURE DISCHARGE – KEEP OUT"

If the Contractor is not able to keep and maintain the public at a safe distance from construction activity, the Contractor is to take corrective actions. If the Contractor requires assistance, request can be made to the Owner for assistance in controlling public access to the active construction Site. The Contractor will be responsible for all costs associated with additional assistance in controlling the public.

14. NIGHT OPERATIONS

During night operations, the Contractor shall provide lighting necessary to safely accomplish the Work and fully comply with all OSHA and U.S. Coast Guard requirements. For beach fill placement activities, the Contractor shall shield or orient the lights to minimize light on the dune crest and landward which could disorient drivers or disturb residents. The Contractor shall limit beach dressing, grading, and tilling to daylight hours. The Contractor shall minimize noise, particularly in densely populated areas.

From March 1st through April 30th and from November 1st through November 30th, direct lighting of the beach and near shore waters must be limited to the immediate construction area and shall be the minimum allowed to comply with safety requirements. The lights shall face seaward and be perpendicular to the shoreline. The Contractor shall abide by all permit conditions regarding the construction lighting. Lighting on offshore or onshore equipment must be minimized through reduction, shielding, lowering, and appropriate placement to avoid excessive illumination of the water's surface and nesting beach while meeting all Coast Guard, EM 385-1-1, and OSHA requirements. Light intensity of lighting plants must be reduced to the minimum standard required by OSHA for General Construction areas, in order not to misdirect sea turtles. Shields must be affixed to the light housing and be large enough to block light from all lamps from being transmitted outside the construction area (see Figure 1).

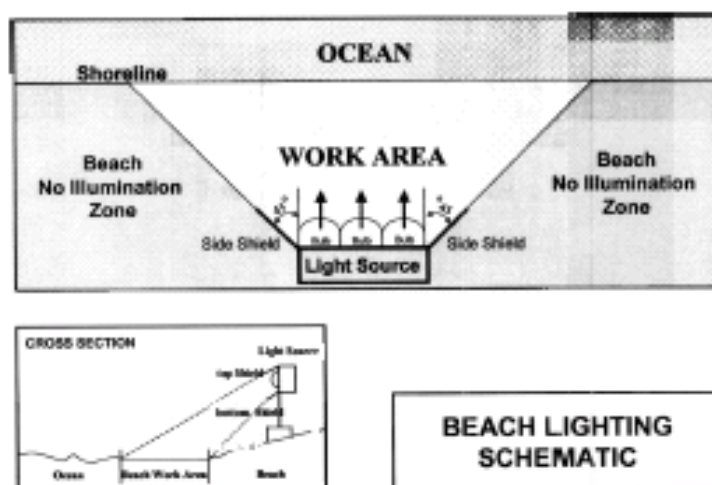


Figure 1

15. SIGNAL LIGHTS

The Contractor shall display signal lights and conduct operations in accordance with the General Regulations of the Department of the Army and of the U.S. Coast Guard governing lights and day signals to be displayed as approved by the Secretary of the Army and Commandant, U.S. Coast Guard. (33 C.F.R. 80.18.- 8-31a; 33 C.F.R. 95.51 - 95.66; 33 C.F.R. 9.22 - 90.36; 33 C.F.R. 82 and C.G. Pub. 169, Navigation Rules, International-Inland dated May 1, 1977) (DAR 7-603.33). All applicable regulations shall be observed by the Contractor including protocol for towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges and vessels engaged in laying dredge pipeline, and vessels of more than 65 feet in length moored or anchored in a fairway or channel.

16. PROTECTION OF WORK

16.1 Property. The Contractor shall, at its own expense, support and protect all public or private property that may be endangered in the execution of the Work described for this Project. The Contractor shall repair to its original condition and make good any damage caused to any such property by reason of its operation.

16.2 Risk of Loss. All construction and associated activities specified in the Contract Documents for this Project shall be performed at the sole risk and cost of the Contractor from commencement until final payment by the Owner. Any specific references contained in the Contract Documents, including the Specifications, that the Contractor shall be responsible at its sole risk and cost for the Work, or any part thereof are not intended to be, nor shall they be construed to be, an exclusive listing of the circumstances in which the Contractor bears the risk of loss, but rather they are intended only to be exemplary.

All loss or damage caused by the nature of the Work or Work environment, acts of nature such as storms, unusual obstructions to the Work, or any other natural or existing circumstances either known or unforeseen that may be encountered in the conduct of the Work, shall be sustained and borne by the Contractor at its own cost and expense.

The Contractor shall have no claim against the Owner because of any damage or loss to the Work or Contractor's materials, equipment, or supplies, including no claim for loss or damage due to simultaneous Work by others, and the Contractor shall be responsible for the complete restoration of damaged Work to its original condition complying with the Contract Documents. Notwithstanding any other provision of in these Contract Documents, this obligation shall exist without regard to the availability of any insurance, either of the Owner or the Contractor, to indemnify, hold harmless or reimburse the Contractor for the cost incurred in making such restoration.

17. VIBRATION MONITORING AND CONTROL

The Contractor is required to implement a program that protects existing structures from damages that result from construction equipment and vibrations. The purpose of the program is to avoid damages and potential claims that allege damages were caused by construction activities. The Contractor is responsible to document pre-existing conditions, to avoid damaging existing structures that were determined to be susceptible to vibration damage, and to avoid damaging existing structures that were not determined to be susceptible to vibration damage; related responsibilities include inspection, damage claims, and Work stoppage that results from monitoring. The program will be described in the Vibration Monitoring and Control Plan. The lump sum cost to implement and conduct the vibration monitoring shall be included in Bid Item #6, Vibration Monitoring, Control, and Reporting.

Within 20 calendar Days after Notice of Award and prior to Mobilization of equipment, submit a Vibration Control Plan. Submit the Vibration Control Plan for compliance with the requirements in paragraph Vibration Control Plan below. The plan shall include, but not be limited to, the following:

- a. List of structures that are susceptible to vibration damage.
- b. Number of monitors (seismographs) required for the Project and location of monitors that will operate simultaneously in each Work area.
- c. Calibration data for each seismograph that will be used for the Project. Calibrations shall be current, not older than one year, and follow the

- manufacturer's recommended procedures.
- d. List of methods and procedures to reduce ground vibrations induced by construction activities to below the pre-determined maximum allowable vibration level for the designated vibration sensitive structure(s); i.e., reducing equipment speed, changing Work locations, reducing equipment size, and using manual labor.
 - e. Plan for each Work area showing the proposed construction equipment in the area, the description of susceptible structure(s) in the Work area, monitors in the Work area, and the list of methods and procedures in subparagraph d. above.
 - f. The minimum safe working distance that vibration producing equipment may operate from each vibration sensitive structure(s).
 - g. The maximum allowable ground vibration level that is permissible without causing threshold damage to each vibration sensitive structure(s).
 - h. Plan to report and monitor noise levels at construction activities.

Provide baseline vibration levels for initial monitoring report and bi-weekly thereafter or as directed by Engineer.

Pre-Construction Structural Survey The Contractor will within fifteen (15) calendar Days after Notice of Award and prior to Mobilization of equipment, submit a Pre-Construction Structural Survey.

Vibration Monitoring Reports The Contractor will submit a Vibration Monitoring Report every two (2) weeks for compliance with this Section. Submit the Vibration Monitoring Report and the Daily Instrument Logs concurrently.

Post-Construction Structural Survey Submit the Post-Construction Structural Survey within fifteen (15) calendar Days after completion of the inspection.

The Contractor shall process any claim arising from his operation; in particular, all property damage claims shall be acknowledged by the Contractor (or his agent) immediately, and the claimed damage inspected within thirty (30) calendar Days following initial notification, and processed to a conclusion (honored, denied, or compromised) within ninety (90) calendar Days after completion of the contract; but, in no case, shall the claim(s) remain unresolved for a period exceeding six (6) months.

18. NOTICE TO MARINERS

Prior to construction, the Contractor is required to provide a Notice to Mariners describing the construction operations and Work areas. Should the Contractor encounter any unmarked hazards to navigation floating or on the ocean floor, it is the responsibility of the Contractor to provide a Notice to Mariners and to immediately notify the Engineer. The Contractor shall provide to the Engineer an original proof of publication for any Notice to Mariners.

19. CONSTRUCTION OFFICE

The Contractor shall maintain a Construction Site field office within the general Project area. This office shall be kept open and attended during working hours while construction is underway. A complete set of Construction Plans and Specifications, any Contract modifications/Change Orders or written instructions from the Owner and/or Engineer and duplicate copies of all permits shall be kept in a dry location in the Construction Site field office, in any dump shack, and also on the dredge at all times during Project construction.

20. CHARACTERISTICS OF THE BORROW AREA

20.1 Borrow Site. Refer to Construction Plans for boundaries and coordinates of the offshore Borrow Sites, ingress/egress corridors, pipeline corridors, and exclusion zones. The term Borrow Area shall be synonymous with Borrow Site. The Borrow Sites are located immediately offshore of the Project shoreline. The Contractor shall excavate to the authorized depth the Material within the delineated borrow area prior to moving the dredge or resetting the anchors/spuds. The Owner and Engineer reserve the right to alter the dredge sections or cut depths within the permitted borrow areas depending on the quality of the Material observed during the dredging process. .

20.1.1 Borrow Material. The Specifications and Plans are based on physical data collected by bathymetric, jet probe, and vibracore sampling methods in 1993 and 2000. Based on available core boring information, in general, the Material found within the borrow area consists of poorly sorted, medium-to-fine grain size sand. The site has been dredged five (5) times previously since 1993, with no reported indication of differing materials. The current in-situ Material is assumed to match the historical data with the below parameters. For reference, Attachment 9 shows the 2017 post-construction grain size analysis from surface grab samples of the placed material from the ebb shoal dredging.

Borrow Area Sediment Specifications	Parameter Definition	Value
Max. Silt Content	passing #230 sieve	3.00%
Max. Shell Content*	retained on #4 sieve	5.00%
Munsell Color Value	moist Value (chroma = 1)	5 or lighter
The beach fill material shall not contain construction debris, toxic material, other foreign matter, coarse gravel or rocks.		

While the historic data may be representative of existing material, local variations are to be expected and the Contractor should be aware that it is possible for Material of differing characteristics to be present in the borrow areas. Rock debris may be encountered within the delineated borrow areas. Should any questions or discrepancies arise relative to this data, the conditions shall be independently confirmed by the Contractor at the Contractor's expense. The removal and replacement of any Material deemed unsuitable for and/or inconsistent with beach fill Material will be solely at the Contractor's expense.

- 20.1.2 Hardbottom Communities. Hardbottom biological communities in the vicinity of the placement template, borrow area, ingress/egress corridors, and pipeline corridors shall not be impacted by the Contractor during any work items associated with this project, including Mobilization, Demobilization, dredging and transit activities. Work and access areas, Work exclusion areas, equipment requirements, and reef buffer zones are specified in the Plans.

The State of Florida has levied significant fines to dredge contractors who have damaged hardbottom communities in association with other projects. The Contractor shall be held responsible for any and all fines, and legal expenses incurred by the Contractor and the Owner in the event that the Contractor damages hardbottom communities in the Project area.

- 20.1.3 Borrow Area Debris. The magnetometer survey of the borrow areas and limited diver observation identified objects within or near the borrow area limits. These are delineated on the Project Plans. The Contractor shall avoid these objects and associated buffer zones at all times.

- 20.2 Limitations on Excavation. All excavation for beach fill shall be performed within the horizontal limits of the delineated borrow areas as indicated on the Construction Drawings. The Contractor shall be responsible for establishing controls as necessary to ensure that the cutterhead, drag arms, dustpan, or clamshell remain within the horizontal limits of the delineated borrow areas indicated on the Construction Drawings. The slope angle of the Material adjacent to horizontal limits of the delineated Borrow Areas will be a function of the material properties.

The after-dredge hydrographic survey bathymetric contours will be the basis for demonstrating permit compliance for the vertical component of the dredging performed within the delineated borrow areas. The Contractor shall be responsible for establishing controls as necessary to ensure that the after-dredge hydrographic survey bathymetric depth contours are in agreement with the cut depths indicated on the Construction Drawings. The Engineer may require the Contractor, at the contractor's expense, to change the location and/or depth of excavation within the permitted borrow area based on the quality of the dredge Material observed. The Contractor is responsible for placement of the specified quantity of sand.

21. ORDER OF WORK

The Contractor shall commence his Work such that the beach fill placement begins at the northern portion of the beach construction area, as shown on the Project Drawings, and progresses to the southern limit of the beach construction area. The South Boca Raton beach shall be nourished first and completely, prior to the Contractor initiating fill activities on Deerfield Beach or Hillsboro Beach.

The Contractor shall commence excavation from the Boca Raton Inlet Ebb Shoal Borrow Area as outlined in the Contract Drawings. The Contractor shall dredge the borrow area in order of

excavation as shown on the Contact Drawings. The Contractor shall not proceed to the next area in the order of excavation until the current area is fully excavated.

The Contractor shall propose all other construction sequencing and methodology and present this information as part of the Operations Plan specified in Section 6.1 of these Technical and Environmental Specifications. The Operations Plan is subject to the Engineer approval and will be discussed at the pre-construction meeting following the Notice of Contract Award.

22. PLANT FOR BEACH FILL PLACEMENT

The Contractor has the option of specifying equipment to be utilized for this Project with the understanding that the Contractor agrees to keep a sufficient dredging plant(s), pipeline and equipment on the Site and operational to place a minimum of 8,000 cubic yards per 24-hour working Day to the Site from the designated borrow areas. Additionally, the Contractor shall meet the requirements and schedule of the Work. The plant(s) shall be in satisfactory operating condition and capable of safely and efficiently performing the Work as set forth in the Technical Specifications, Plans and all Contract Documents. The Contractor shall provide transportation for Owner and Engineer inspectors to and from the plant(s) as requested.

No reduction in the capacity of the plant(s), pipeline or equipment employed on this Project shall be made except by written permission of the Owner and/or Engineer. The measure of the "capacity of the plant" shall be determined by actual performance on this Project. The Engineer, at their discretion, may order a field test of the capacity of the plant at the Contractor's expense. If the plant, in the Engineer's opinion, is not of sufficient capacity, the Engineer may direct the Contractor to replace the plant(s) with larger capacity plant(s) at the Contractor expense, or to increase the number of personnel working on the Project at the sole expense of the Contractor.

23. EQUIPMENT STAGING, MOBILIZATION AND DEMOBILIZATION, and POTENTIAL REMOBILIZATION

Mobilization and Demobilization to and from the Project Site shall be controlled by the Contractor to avoid contact with any and all hardbottom formations. All relevant requirements of the permits shall be strictly followed by the Contractor.

23.1 Staging. if the Contractor utilizes Lake Boca for staging in the vicinity of Boca Raton Inlet, the Contractor shall coordinate allowed staging areas with the Owner.

23.2 Mobilization and Demobilization. The Contractor shall perform the preparatory Work and operations in mobilizing/demobilizing for beginning Work on the Project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the Project Site, and for the establishment of temporary haul roads, temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by Section 101 of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2014, (or latest edition) and State and local laws and regulations. The costs of bonds and any required insurance and any other

pre-construction expense necessary for the start of the Work, excluding the cost of construction materials, shall also be included.

The Contractor shall be familiar with the weight of all equipment and weight restrictions of all roadways and bridges that are necessary to mobilize to the Site or transport spoil off the Site.

The Contractor shall notify the Engineer in writing a minimum of one (1) Day in advance of the Mobilization/Demobilization of each piece of floating equipment. Mobilization/Demobilization of floating equipment and pipeline into the Work area shall be through the corridor limits shown in the Plans. No anchors shall be deployed outside the Work area. All floating equipment shall be self-propelled, directly pushed, or towed using floating line when landward of the -20 foot NAVD contour line. Towing and rafting of equipment utilizing cables are prohibited. The Contractor shall monitor the location of each piece of floating equipment mobilized/demobilized through the use of horizontal positioning equipment, which has an accuracy of at least ± 1 feet. Position data shall be recorded every thirty (30) seconds. A copy of the data and plots shall be provided to the Engineer daily in the Contractor's Daily Quality Control Report. If any floating equipment (barges, pipe strings, dredges, etc.), other than self-propelled vessels (tugs, survey boats, crew boats, etc.), leaves the Project area and is remobilized into or demobilized from the borrow area, these Mobilization/Demobilization procedures shall be repeated.

- 23.3 Remobilization. In accordance with General Condition item 14, Contract Time/Extension of Time/No Damages for Delay, the Owner may direct the Contractor to remobilize.

Contractor shall remobilize at their own expense to return to the Work Site to complete the Work in accordance with the Contract. The Contractor shall attend a Pre-Construction Meeting prior to remobilization. Such notice of requirement to remobilize will be in accordance with the Construction Window dates specified herein and will be authorized by a Notice to Proceed to remobilize. Upon Final Completion, release of allocated 40% for Demobilization will be allowed.

24. EQUIPMENT POSITIONING AND CUT DEPTH MONITORING

- 24.1 Accuracy and Precision. The Contractor shall have equipment on the dredge that continuously measures the vertical and horizontal location of the cutterhead, drag arms, dustpan, or clamshell and is interfaced with the cut depth positioning equipment. The specifications for this equipment, calibration information, and limits of accuracy are to be provided to the Engineer. The Engineer will approve or reject use of specific equipment based on accuracy. Horizontal accuracy for dredge positioning shall be within ± 1 foot. Vertical accuracy for dredge depth positioning shall be within ± 0.1 foot. This equipment shall provide a permanent record of the equipment's position referenced to State Plane Coordinates. The cost to provide and operate the equipment shall be included in the lump sum price of Bid Item #1 Mobilization / Demobilization.

During dredging, reports on the position (xyz) of the cutterhead, drag arms, dustpan or clamshell shall be provided. This position shall give both horizontal (in State Plane Coordinates, NAD 83, Florida East Zone datum) and vertical (depth corrected for tide in feet referenced to the NAVD vertical datum) position. The dredge depth (cutterhead, dragheads, or dustpan) shall be corrected for tidal fluctuations by a method pre-approved and acceptable to the Engineer. The tide measurements must be acquired and applied to the vertical control equipment on a real-time or hourly basis. At a minimum the report shall give the location at 30 second intervals for cutterhead, hopper, clamshell or dustpan dredges. During unloading of hopper dredges and scows, data shall be collected at the time of the beginning of the unloading and immediately prior to departure to the borrow area. The Contractor shall also submit an ASCII file and a plot of the horizontal positions of the dredge for each Day. The plot shall show the borrow area and dredge area limits, the dredge position, a north arrow and the Florida State Plane grid. The plot shall contain numbered position fixes that correspond to the positions discussed above. The previous Day's data and graphical plot of the data shall be provided to the Engineer daily as part of the Contractor's Daily Quality Control Report. The location on the dredge of the positioning system antenna and the distance and direction from the positioning system antenna to the bottom of the cutterhead, drag arms, dustpan, or clamshell shall be reported on the first Contractor's Daily Quality Control Report.

- 24.2 Work Areas and Exclusion Areas. The Plans identify an Ingress/Egress Corridor to the Borrow Sites to be used for all equipment moving into or out of the area. The Plans also specify pipeline corridors for transport of Material from offshore to the beach. Additionally, the Construction Drawings specify exclusion zones which are not to be used for transit, anchoring, and dredging or any other vessel activity. Pipeline corridors are shown on the Contract Drawings.

25. TRANSPORT OF EXCAVATED MATERIALS

- 25.1 Methods of Transport. The method of transporting the fill from the borrow area to the placement area shall be proposed by the Contractor in conjunction with Technical Specification Section 5 Employees and 6 Protection of Work and materials. The method of transport shall be the Contractor's decision; however, the method must comply with all permits, production volume requirements, and environmental Specifications.
- 25.2 Pipeline Method. All pipelines shall be submerged except at the dredge, mono-buoy, and/or boosters. The Contractor shall propose location(s) of the submerged pipeline that must be approved by the Engineer prior to submerging the pipeline. The Contractor shall not impact hardbottom or reef locations in the proposed pipeline route and shall provide a plan view drawing clearly indicating the route relative to the known locations of reef/hardbottom and the Work and exclusion areas specified in the Plans. The Contractor shall be required to place collars on the pipeline in the locations where pipeline contact with the hardbottom is unavoidable. The known hardbottom and reef communities are shown on the Construction Plans. It is the Contractor's responsibility to confirm that the pipeline corridors are free of hardbottom. Subsequent to submerging of the pipeline, the Contractor shall provide as-built

‘Record’ drawings showing the actual position of the pipeline. If collars are utilized where there is unavoidable hardbottom, the Contractor shall notify the Engineer.

The Contractor shall maintain a tight discharge pipeline at all times. The joints shall be constructed to preclude spillage and leakage. Leaks shall be promptly repaired and the dredge shall be shut down until complete repair has been made to the satisfaction of the Engineer. The Contractor shall include in the QA/QC Plan the methods intended to be used to ensure pipeline integrity. The Contractor shall transport the Engineer to the leak repair Site for visual inspection if so requested by the Engineer.

26. LAYOUT OF WORK FOR BEACH FILL PLACEMENT

26.1 Monuments. Only the stations shown on the Plans shall be used for surveying for measurement of the beach fill quantities.

26.2 Layout. From the monuments, baseline, control data and elevations shown on the Construction Plans, the Contractor shall complete the layout of the Work and shall be responsible for all measurements that may be required for the execution of the layout of the Work, subject to such modifications as the Engineer may require to meet changed conditions or as a result of necessary modifications to the contract Work. The layout of the Work shall be based on the cross-sections and not the plan views in the Construction Plans. The Contractor is responsible for verification of all horizontal and vertical control provided in the Contract Drawings. The majority of the control points provided on the Construction Plans were established by others for the purposes of beach profile monitoring. The Contractor must verify all horizontal and vertical control for all monuments within the Project limits prior to construction.

26.3 Responsibility. The Contractor shall provide all stakes, templates, platforms, equipment, tools, materials, and labor at the Contractor’s expense as may be required in laying out any part of the Work from the monuments, control data and elevations established by the Engineer. The Engineer shall furnish all boundary surveys and establish base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the Engineer, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, stakes for pipe locations and other working points, lines, and elevations. The Contractor shall be responsible for maintaining and preserving all monuments, stakes and other markers established by the Engineer unless and until authorized to remove them. If such markers are destroyed by the Contractor or through the Contractor negligence, prior to their authorized removal, they may be replaced at the discretion of the Engineer, and the expense of replacement shall be deducted from any amounts due or to become due the Contractor.

26.4 Construction Stakes. All fill grade stakes shall be steel pipe approved by the Engineer and shall be completely removed in their entirety immediately after final Acceptance of the section. Stakes must be long enough to extend a minimum of 6 feet above finished grade

without the use of mechanical joints. All stakes must have flags or other visual aids. The Contractor shall be responsible for removing, in their entirety, all construction stakes, ranges, and other devices utilized to delineate the beach construction template. The Contractor shall record all stakes deployed and removed on a daily basis on a Construction Stake Inventory.

27. CONSTRUCTION

Unless otherwise noted, all cost associated with furnishing the materials and labor to complete the items in this section shall be included in the unit price for Bid Item #3 Hydraulic Dredging from the Ebb Shoal, Beach Placement on South Beach.

- 27.1 Debris. Prior to placement of fill, the Contractor shall remove from the beach fill area all driftwood, rubble, and other debris lying within the foundation limits of the beach fill section. All materials removed shall be disposed of in an appropriate and legal manner and at the expense of the Contractor. Grading and other construction equipment shall not be permitted outside the construction limits except for ingress to or egress from the Site via the designated Mobilization areas.
- 27.2 Lines and Grades. The excavated Material shall be placed on the beach to the lines, grades, and cross-sections indicated in the Plans, unless otherwise directed by the Engineer. The fill profile shall be the same as indicated on the Plans. The Contractor is to place the fill on the beach in such a manner as to establish a uniform and straight beach between adjacent pay profile lines. The Engineer reserves the right to vary the width or grade of the berm from the lines and grades shown on the Plans or observed at the Project Site in order to establish a uniform beach between adjacent pay profile lines or for the entire length of the Project. The beach fill cross-sections shown on the Plans are for the purpose of estimating the amount of fill needed and shall be used by the Engineer in making any change in the lines and grades.
- 27.3 Screens. Screening of materials placed on the beach shall not be required.
- 27.4 Dikes. Temporary longitudinal dikes and spreader and pocket pipe shall be used as necessary to prevent gully formation and erosion of the beach and fill, to retain the fill on the beach within the limits of the fill template cross-section, and to minimize and control water turbidity. Dikes or mounds shall be constructed along the waterline as necessary and/or as required by the permits to direct the pipeline discharge longitudinally along the beach for the purpose of minimizing transverse gully formation from the point of discharge. The Engineer may direct the Contractor to extend dikes, if necessary, to control turbidity or beach erosion at no additional cost to the Owner. The Contractor shall not permit dredge effluent to flow landward of the fill section, or water to form ponds between the fill and upland areas. The Contractor shall protect existing drainage operations. Any Material permitted to flow into or restrict the flow of an existing ditch, canal, or drain pipe, shall be promptly removed. Structures within the fill section shall be protected by the Contractor to prevent potential damage by the Contractor's operations.
- 27.5 Grading and Dressing. Upon completion of all filling operations within an Acceptance Section, the fill shall be graded and dressed so as to eliminate any undrained pockets, ridges,

- and depressions in the beach fill surfaces and as necessary. As a condition of Acceptance, the Contractor is to grade and dress the fill on the beach in such a manner as to establish a uniform berm width and slope between adjacent pay profile lines, free of any rocks or coral rubble larger than nine inches, as measured along its largest diameter. The berm elevation and cross-section shall be constructed according to the Plans. The Contractor shall not be required to dress the fill below mean high water to the slope shown.
- 27.6 Tolerances. The vertical tolerance is 1.0 feet above the template. Unless approved by the Engineer, fill placement must meet the design template and payment shall be provided for material measured up to the 1.0 feet tolerance.
- 27.7 Materials Placed Outside the Work Area. If any Material is deposited outside the Work area, the Contractor may be required to remove such misplaced Material and redeposit it as directed by the Engineer, at the Contractor's expense.
- 27.8 Sand Ramps. The Contractor is required to build and maintain pedestrian sand ramps 15 feet wide over the shore pipe to allow pedestrian access to the water. Sand ramps shall be nominally spaced at 250-foot intervals or at each private residence if requested by the upland property owner. Sand ramps shall also be required at all lifeguard towers and all public beach accesses points within the Project area. Additional ramps shall be constructed in front of all stairways down to the beach and in front of all dune overwalks. Following construction, the pipe shall be removed and the beach in the area of the ramps leveled and dressed.
- 27.9 Project Lighting. If construction occurs prior to November 30th or proceeds past March 1st, all Project lighting shall be limited to the immediate area of active construction only and facing seaward perpendicular to the shoreline. The Contractor shall maintain the minimum lighting necessary to comply with US Coast Guard and/or OSHA requirements.
- 27.10 Temporary Facilities. The Contractor shall provide his own electrical power, water and other utilities as he may require for his construction purposes, and shall pay all costs incurred unless otherwise provided in the Contract Documents. The Contractor is responsible for obtaining local permits for such facilities. At completion of the contract, all temporary facilities shall be removed from the Site at Contractor's own expense.
- 27.11 Work Areas. The beach template and delineated borrow area available to the Contractor for accomplishing the Work are shown on the Plans. The Contractor shall minimize disruption to traffic on State Road A1A and adjacent roads. Temporary areas for storage and maintenance of construction equipment shall be restricted to specified areas as shown on the Plans or proposed by the Contractor and approved by the Engineer. Storage areas shall be kept neat and orderly in the interest of public safety.
- 27.12 Construction Access Areas. The Contractor shall limit construction access to the beach to the locations shown on the Drawings or as approved by the Engineer. The Contractor shall exercise caution when accessing and driving on the beach. Sections of the beach are heavily used by the public during all periods of the year. The Engineer shall determine if repairs are

required and the Engineer shall determine if the property has been repaired to its previous condition, before the Contractor receives approval of repairs as described in 27.13 Damages.

- 27.13 Damages. In the event that damage is caused by the Contractor, the Contractor shall restore all sidewalks, roads, access ramps, dune vegetation or any other structure or natural feature to pre-construction conditions or better at the Contractor's own expense. The Contractor shall not receive final payment until all damage is restored to the satisfaction of the Owner and/ or Engineer. All existing vegetation, seawalls, stairs, lifeguard towers and chairs, overwalks and similar beach access structures shall be protected from direct hydraulic discharge and impact by construction equipment. Backfilling around such structures shall be performed by appropriate construction equipment or by hand.
- 27.14 Berm Template Construction. Contractor shall provide beach fill from the borrow areas for placement in the beach fill template as shown on the Plans. All existing significant vegetation patches within the lines and grades as specified in the Construction Plans shall be avoided unless otherwise directed by the Engineer.
- 27.15 Escarpment Leveling. The Contractor shall be responsible for grading escarpments that form along accepted sections of beach, repetitively if necessary, until all construction is complete. The Contractor will also perform a final escarpment grading following Project construction completion, immediately prior to completion of Demobilization of beach equipment. Any escarpment that exceeds 18 inches in height along at least 100 feet of shoreline shall be graded to a slope of 1V:10H or flatter at the direction of the Engineer. The Engineer will be notified prior to the leveling of any escarpments to ensure that the Engineer agree with the judgment of the Contractor regarding the need to level escarpments. Leveling will be conducted in compliance with sea turtle nesting permit conditions.
- 27.16 Tilling and Dressing. The Contractor shall, immediately following the completion of fill placement for the Project, mechanically till the beach to a depth of 36 inches. Any marked sea turtle nests in the Project area will be avoided during the tilling process. The Contractor shall avoid tilling in area of known outfalls or previously constructed groins as shown on the Contract Drawings. The Contractor shall also avoid any areas with wrack. The Contractor shall dress the beach subsequent to the tilling using a pipe section or an equivalent method approved by the Engineer.
- 27.17 Misplaced Material. The Contractor shall minimize loss and/or misplacement of fill material. If, during the progress of the Work, the Contractor should lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or appliance which in the opinion of the Engineer should be removed, the Contractor shall recover and remove the material(s) immediately. The Contractor shall provide immediate notice to the Engineer including a description of and DGPS coordinates for such obstructions. Should the Engineer observe such obstruction, the Engineer shall record the position or mark the obstruction and notify the Contractor. Removal of the obstruction and all associated costs shall be the responsibility of the Contractor. The Engineer shall monitor any removal operations. Should the Contractor refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the Owner, and the cost of such removal may be

deducted from any money due or to become due to the Contractor or may be recovered under the Contractor's bond.

28. PAYMENT FOR MOBILIZATION/DEMOBILIZATION

Mobilization includes but is not limited to those operations as defined in Section 23 Equipment Staging, Mobilization and Demobilization, and Potential Remobilization of these Technical and Environmental Specifications. The costs of bonds, required insurance and any other pre-construction expense necessary for the start of the Work, excluding the cost of construction materials, shall also be included in this line item.

Based on the line Bid Item for Mobilization/Demobilization in these Contract Documents, a 60% partial payment shall be made to the Contractor upon the placement of 8,000 cubic yards of beach compatible Material within the construction fill template. The remaining 40% will be paid to the Contractor ONLY upon Final Completion of the completed Project, which may occur during remobilization as specified in Section 14.B of the General Conditions. Satisfactory completion of the 8,000 cubic yard placement shall be based on visual assessment by the Engineer.

The bid price for Mobilization / Demobilization shall include the cost for providing the labor and materials (including profit) for all reasonable items identified in these Technical & Environmental Specification unless stated otherwise or the items may reasonably apply to another bid item.

29. ACCEPTANCE SECTIONS

All sand excavated from the borrow area shall be transported to and deposited on the beach within the lines, grades and cross-sections shown on the Plans except as may be modified following the pre-construction survey or other conditions specified in Section 30 Acceptance Surveys. The Contractor shall maintain and protect the fill in a satisfactory condition at all times until Acceptance of the Work.

29.1 Non-Negotiable. Acceptance sections shall extend a minimum of 500-ft along the construction baseline as shown on the Plans. The Engineer shall retain final decisions regarding any and all issues related to pay profiles, pay volumes and any other issues pertaining to the fill quantities and Acceptance Sections.

29.2 Underfilling. The filled beach between Acceptance profiles shall be graded, dressed (see Section 27.5) and linearly uniform in dimension. Pay profile lines shall include at least the minimum density indicated on the Construction Drawings as the required minimum placement template density. The constructed beach contour lines between pay profiles shall be approximately parallel and straight, indicating the Contractor's best effort to construct a uniform (non-cuspate) beach between the profile lines. If the Owner and/or Engineer observe underfilling between pay profile lines of a previously Accepted Section or a section currently being evaluated for Acceptance, additional surveys shall be conducted by the Contractor to quantify the fill in place and ensure a uniform template is being maintained between profile lines. In order to qualify for payment of that section, the Contractor shall place additional fill until the beach is uniform in appearance and dimensions between pay profile lines.

- 29.3 Adjustments for an Increase or Decrease in Work in Excess of 25%. If any change ordered by the Owner causes an increase or decrease in the amount of the Work exceeding 25% of the estimated volumetric quantities to be placed within construction templates as specified by the Contract Documents, then the Owner and Contractor shall execute a Change Order covering the additional or reduced Work. The Owner and/or Engineer have the right to modify the Project to meet the Contract amount agreed upon by the Owner and the Contractor. The Contractor shall be responsible for ensuring that such additional Work is covered under a performance and payment bond.
- 29.4 Surveys. Acceptance profile surveys for payment shall be conducted by the Contractor. Surveys shall be conducted in accordance with Section 30 Acceptance Surveys.
- 29.5 Volume Calculations. Profile azimuths are as shown in the Plans. Volume calculations between profiles shall be based on average end area method and shall be made by the Engineer.

30. ACCEPTANCE SURVEYS

The elevations indicated in the Plans are based on the surveyed conditions at the time of the survey and may not be representative of the beach and borrow area conditions at the time of construction. The Contractor is not responsible for loss of the beach fill due to natural causes following Acceptance by the Owner and Engineer. The Contractor is responsible for maintaining the beach fill until the sections are accepted by the Owner and Engineer. Pre- and post-placement acceptance surveys conducted by the Contractor shall be in accordance with the standards set forth in these Specifications. (The Owner is responsible for conducting the permit-required pre- and post-construction surveys at all R-monuments. The Contractor shall be responsible for conducting Acceptance/payment surveys at R-monument profiles shown on the Drawings, for example R-223+269', R-223+834', R-224, etc. The Contractor shall also be responsible for conducting the Quality Assurance Profiles as defined by Section 32.6 Payment for Beachfill Placement.)

Unless otherwise noted, all cost associated with furnishing the materials and labor to complete the acceptance surveys shall be included in the unit price for Bid Item #3 Hydraulic Dredging from the Ebb Shoal, Beach Placement on South Beach.

- 30.1 Beach Surveys. Beach profiles shall be conducted by differential leveling techniques from the back beach or dune across the profile to approximately 40 feet seaward of the design fill section. The Contractor shall close all level loops and vertical and horizontal closure shall be less than 0.04 feet. This survey Work shall be documented in field books with copies supplied to the Engineer.
- 30.2 Offshore Surveys. Offshore surveys shall be conducted by the Contractor using standard positioning and hydrographic surveying equipment and techniques. The Contractor shall utilize horizontal positioning equipment that has an accuracy of at least ± 1 feet. If range-range positioning system is used, shore stations must be set to ensure the accuracy of ± 1 feet.

The location of offshore control stations for the beach profiles must be approved by the Engineer prior to the beach profile surveys.

- 30.3 Survey Points. A sufficient number of points shall be taken along each line to ensure adequate description of the profile. All topographic features, and major breaks in slope, including dunes, beach berms, foreshore, and bar and trough systems, shall be identified. On smoothly sloping sections a maximum elevation difference of approximately 1 foot between adjacent points shall be used to define this section of the profile. In no instances should topographic survey points be taken at an interval of greater than 10 feet. The design berm crest and dune crest stations on the templates in the Drawings shall be included. The product shall be a continuous line representing the beach/ocean bottom profile.
- 30.4 Survey Tolerance. Profile lines shall be taken along the azimuth indicated in the Construction Plans. A tolerance of no more than 20 feet either side of the azimuth on offshore segments of the profile line and a tolerance of no more than 5 feet either side of the azimuth on the onshore segment of the profile line shall be allowed. Data points obtained offshore by bathymetric survey methods (i.e., fathometer) shall be taken at a spacing of not more than 3 feet. Hydrographic surveys must extend seaward of the toe of the construction template by a minimum of 1,000 feet or to a depth of 30 feet NAVD, whichever is further and this hydrographic survey shall overlap the seaward end of the rod survey by at least 50 feet. The upland/topographic beach profile points shall be acquired during low tide and the hydrographic points shall be acquired at high tide to maximize overlap.
- 30.5 Accuracy. Offshore survey elevations shall be measured to the nearest 0.1 foot referenced to NAVD. To ensure this accuracy is maintained, if a fathometer is used, the fathometer shall be calibrated at the start of each survey Day, at every tidal shift, and at the end of each Day. Survey vessel settlement and squat must be determined at survey speeds and applied to correct the water depth measurements. Equipment and procedures must be in accordance with the methods specified in USACE *Hydrographic Surveying* EM 1110-2-1003 dated October 1994 (Updated November 30, 2013).
- 30.6 Tides. All survey data collected shall be tide corrected.
- 30.7 Deliverables. Deliverables to the Engineer shall include raw and tide-corrected post-processed survey data in xyz format including the date that the data were acquired. The data shall be provided in NAD 83 and NAVD datums. Additional information to be provided to the Engineer shall include tide corrections and field notes, and a 1" = 200' plan view plot showing the survey data point locations.
- 30.8 Qualifications. All surveys shall be performed under the direction of a Professional Surveyor and Mapper licensed by the State of Florida. Said surveyor should carry Professional Liability Insurance. The surveyor employed for this Project must comply with the minimum Technical Standards for surveyors in the State of Florida pursuant to Florida Statute 472.027 adopted rule 121HH-6. All surveys submitted to the Engineer shall bear the surveyor's signature and seal.

31. USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of, and use, any completed or partially completed portions of the Work, prior to the completion of the entire Work. Such taking possession and use shall not be deemed an Acceptance of any Work not completed in accordance with the Contract Documents.

32. PAYMENT FOR BEACH FILL PLACEMENT

32.1 Payment. All costs connected with debris removal, excavating, transportation of fill Material, and beach and dune construction shall be included in the contract unit price per cubic yard identified under Bid Item No. #3 Hydraulic Dredging from the Ebb Shoal, Beach Placement on South Beach. The cost shall also include overhead, profit, labor, material, equipment and any other costs incidental to performing the Work.

32.2 Progress Payment. Monthly progress payments shall be based solely on 100% completed and surveyed Acceptance Sections that have been accepted by the Owner. Progress payments shall be subject to retainage as per the General Conditions of the Contract Documents. All field notes, computations and the records used by the Contractor to compute fill quantities shall be furnished to the Owner and Engineer with the Application for Payment. Acceptance Section surveys will be conducted by the Contractor.

32.3 Payment Calculations. Payment calculations shall be made using the average end-area method based on net quantities of beach fill placed and graded according to the requirements of these Specifications and the design template requirements specified in the Plans. Calculations shall only include those profiles included in the submitted survey data. Surveys conducted more than three (3) Days apart for any profile(s) included in the submittal shall not be accepted. A single submittal must include the beginning and end of an acceptance section.

Calculations of fill quantity estimated by the Contractor shall be reviewed by the Engineer and the Owner. In the event of a discrepancy, calculations made by the Engineer shall govern. Gross fill quantities shall be based on the comparison of the Acceptance Section surveys. Any fill above the 1.0-foot overfill tolerance shall be deducted from the gross fill quantities and payment shall be based on the net fill quantity. It is acknowledged that the constructed beach may adjust cross-shore due to wave action. Material that is lost from the seaward edge of the dry berm that is immediately adjacent to and abutting the toe of fill of the construction template can be eligible for payment. The maximum volume of placed sand eligible for payment shall not exceed the template volume as measured at the respective profile.

32.4 Maximum Pay Volume. The Engineer may revise the design template shown on the Plans to reflect the pre-construction survey. The Engineer will provide a table of maximum pay volume to the Contractor within fourteen (14) Days of receipt of survey data. The table shall be enumerated according to the pay profile (example: R-223+269, R-223+834, R-224, etc.).

A tolerance of +1.0 feet (Section 27.6) is provided to accommodate inaccuracies and variability in the construction and measurement of the design grade. The maximum pay volume shall be calculated using the average-end area method. The Contractor shall not intentionally overfill or underfill the placement template.

- 32.5 Pay Profiles. All pay profiles are contained in the Plans and Specifications for the Project. The Engineer has designated the pay profiles, as shown on the Plans, and will not review or consider any other profiles than those shown on the Plans. The Contractor accepts and acknowledges that no discussion, arbitration, negotiation, or any other legal procedures will be employed by the Contractor or any of his agents in an attempt to force consideration of any other profiles for payment purposes other than those identified in the Plans and Specifications. The Owner and/or Engineer shall have final decision regarding any and all issues related to pay profiles, pay volumes and any other issues pertaining to the Project construction. Any questions of fulfillment of the said Specifications, or Plans, shall be decided by the Engineer, and said Work shall be done in accordance with the Engineer's interpretations of the meanings of the words, terms, clauses, drawings or any other document defining the character of the Work.
- 32.6 Quality Assurance Surveys. The Contractor shall conduct pre- and post-fill surveys of the beach at 100-ft spacings and perpendicular to the shoreline along the project baseline, as shown on the drawings. The surveys shall extend a minimum of 25-ft landward and 50-ft seaward of the fill placement limits. The quality assurance surveys shall not be required to be conducted under the supervision of Florida licensed land surveyor and shall not be used for payment purposes. The surveys shall serve as a Quality Control measure to demonstrate the material placement elevation and grades between acceptance section profiles. Pre-fill surveys shall be provided to the Engineer in X,Y,Z format a minimum of three (3) Days prior to material placement and post fill surveys shall be provided in matching format within five (5)Days after material placement.

33. QUALITY ASSURANCE

The Contractor shall be solely responsible for assuring the quality of all Work conducted by the Contractor or their Subcontractors in association with the contract for this Project. The Contractor shall designate a Quality Assurance (QA) Officer for this contract, and the QA Officer shall assume responsibility for compliance with all requirements of this contract including permit conditions, easements, statutes, laws, and applicable regulations. To ensure the components of the attached Borrow Area Sediment Combined Quality Assurance and Quality Control Plan are met and maintained, the Contractor shall prepare a Quality Assurance Plan specifying Quality Control (QC) procedures for all critical components of the Work. The Contractor shall provide the Engineer access to all QA and QC procedures, data, and reports at any time at the request of the Engineer. All activities associated with QA/QC shall be included in the lump sum costs identified under Bid Item No. #2 General Conditions.

Unless otherwise noted, the Contractor shall conduct all QC procedures. The QA Plan will be discussed at the pre-construction meeting and the Contractor shall revise the QA Plan at the discretion of the Engineer. The Engineer's approval of the QA Plan shall be a required prerequisite

to the start of construction. The Contractor shall maintain the QA Plan and all QC procedures in accordance with any changes made by the Owner and/or Engineer throughout the term of the contract.

The QA Plan shall include but not be limited to the following:

- 33.1 Letter of Appointment designating a QA Officer(s), describing responsibilities, providing qualifications and delineating the line of authority and organizational reporting requirements of the QA Officer.
- 33.2 Personnel Training. Personnel responsible for initial training and dissemination of updated information throughout the term of the contract shall be specified as well as a comprehensive list of training issues covered. Training shall include review of all applicable Technical and Environmental Specifications, permit conditions, licenses, easements, statutes, laws, and other regulations, environmental resource protection, methods of detecting and avoiding pollution, statutory and contractual pollution standards, and installation and care of facilities to insure adequate and continuous Environmental Pollution control. QA/QC and supervisory personnel shall be thoroughly trained in the proper use of pollution monitoring devices and abatement equipment, and shall be thoroughly knowledgeable of applicable Federal, State, and local laws, regulations, permits, easements and other applicable requirements.
- 33.3 Quality Control Methods shall include those requirements specified for monitoring and environmental, equipment calibrations, verification of the position of all dredging equipment, duplicate sample analyses (turbidity monitoring) and any other methods the Contractor proposed to assure the quality of their Work. These methods shall also be used for any and all Work that will be performed by Subcontractor(s).
- 33.4 QC Reporting Requirements shall also be specified in the QA Plan. The Contractor shall be required to prepare and submit to the Engineer the Contractor's Daily Quality Control Report. The Contractor's Daily Quality Control Report shall include as attachments the: Dredge Position Printouts, Construction Stake Log, Turbidity Monitoring Reports and Chart, and Sea Turtle Observer's Report. The Contractor's Daily Quality Control Report with attachments is due to the Engineer on a daily basis by noon on the following D=day. Reports shall be provided from the first Day of Mobilization to the last Day of Work including Site restoration. The Daily Quality Control Report shall be filled out every Day, regardless of whether Work was accomplished. Failure to provide Daily Quality Control Reports to the Engineer shall result in delay in payments to the Contractor until the Daily Quality Control Reports are received and are acceptable to the Engineer.
- 33.5 QA Inspections. All compliance inspections conducted by the Contractor, the Owner, the Engineer or regulatory personnel shall be individually recorded on the Contractor's Daily Quality Control Report, including but not limited to the specific items required in these Technical and Environmental Specifications. The inspector shall also record the recommended corrective action to be taken and shall conduct a follow-up inspection within 24 hours to ensure compliance with the corrective action. The Contractor's Daily Quality Control Report with recorded inspections is to be furnished to the Engineer daily.

- 33.6 QA/QC Deficiencies. The Contractor is responsible for implementing any corrective actions recommended by the Quality Assurance Officer, the Owner, the Engineer or regulatory personnel. Reported deficiencies shall require follow-up inspection within 24 hours by the Contractor's Quality Assurance Officer, the Engineer, and/or regulatory personnel. Recurring deficiencies in an item or items may indicate inadequacies in the Quality Assurance Plan and the Contractor may be required to revise the QA Plan as directed by the Owner or Engineer and will advise appropriate personnel of any modifications required.

34. SAFETY REQUIREMENTS

The Contractor shall specify all safety inspection procedures and designate personnel responsible for supervising accident prevention activities and insuring compliance with safety measures. At the time of the pre-construction meeting, the Contractor shall submit to the Engineer a Safety Plan. The Safety Plan shall include but not be limited to the following:

- 34.1 Letter of Appointment designating a Safety Officer(s), describing responsibilities, providing qualifications and delineating the line of authority and organizational reporting requirements of the Safety Officer.
- 34.2 Accident Prevention Plan. The Contractor is required to submit to the Engineer an Accident Prevention Plan ten (10) Days after the Notice of Award and prior to the pre-construction meeting. The Accident Prevention Plan must be in accordance with all Federal safety standards as specified in Consolidated EM 395-1-1, dated 2008, entitled "Safety and Health Requirements Manual." Submission of the Plan does not constitute an endorsement on the part of the Owner or Engineer of the Contractor's Accident Prevention Plan. The Plan is intended to provide a method by which the Contractor demonstrates an awareness of Federal safety standards.
- 34.3 OSHA Standards. The Contractor shall review the latest Occupational Safety and Hazard Agency (OSHA) standards and become fully knowledgeable of the personal protective equipment that must be provided workers and shall be familiar with the safety standards applicable to the prevention of accidents during the construction of this Project and shall comply with all applicable provisions.
- 34.4 Trench Safety Act
- 34.4.1 The provisions of the Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R. s.1926.650 Subpart P are incorporated as the state standard. The Department of Labor and Employment Security may, by rule, adopt updated or revised versions of those standards, provided that the updated or revised versions are consistent with the intent expressed in this act and Section 553.60 et seq., Florida Statutes, and are not otherwise inconsistent with state law. Any rule adopted as provided in this section shall be complied with upon its effective date.
- 34.4.2 On all parts of the Work that require trench excavation in which such excavation

will exceed a depth of 4 feet, the Contractor shall submit to the Engineer a reference to the trench safety standards that will be in effect during the period of construction of the Project and written assurance by the Contractor performing the trench evacuation that such Contractor will comply with the applicable trench safety standards.

34.4.3 A Contractor performing trench excavation shall:

- (a) As a minimum, comply with the excavation standards that are applicable to the Project.
- (b) Adhere to any special shoring requirements, if any, of the state or other political subdivisions that may be applicable to the Project.
- (c) If any geotechnical information is available, the Contractor performing trench excavation shall consider this information in the Contractor's design of the trench safety system that it will employ on the Project. Nevertheless, the Contractor shall not depend on geotechnical information supplied by the Engineer for the trench safety system, but will conduct his/her own studies and investigations to satisfy any and all requirements for safety. This paragraph shall not require the Engineer or Owner to obtain geotechnical information or to provide any evaluations, judgments or other assessments concerning trench excavation or the trench safety system.

34.4.4 The cost of compliance with trench safety standards shall be included in the cost of all Bid items that require trenching.

34.5 Medical Emergencies. The criteria for designating a medical emergency and the procedures to be followed shall be specified by the Contractor. These procedures shall include local information relative to emergency treatment facilities and methods of transporting personnel if necessary.

34.6 Hurricanes and Severe Storms. The Contractor shall monitor the NOAA marine weather broadcasts and other local commercial weather forecasting services during construction operations. The Contractor shall notify the Engineer at the time of any decision to move equipment in preparation for potential storms. Section 39 of these Specifications includes information on harbors of refuge appropriate for use by the Contractor in the event of severe weather. The Contractor shall be responsible for acquiring approval for the use of these safe harbors from local authorities and/or the U.S. Coast Guard. The Contractor shall include the following information in the hurricane and storm procedures:

34.6.1 Weather Conditions for Terminating Operations. The Contractor shall provide a list of the equipment scheduled for use on this Project and specify the conditions (e.g. wind speed, wave height, etc.) under which operations will be terminated and equipment will be secured.

34.6.2 Prioritized Methods for Storm Preparations. The Contractor shall provide a prioritized list of actions to be taken in the event of a severe storm and assign

personnel to each action. The Contractor shall specify how each piece of equipment will be secured in place or moved to a safe harbor including the details of all equipment necessary (e.g., tugs: size, capacity; number; work boats: size, capacity, number; storm anchors: type, size, number; chain or line: size, lengths; etc.).

34.6.3 Personnel Evacuation. The Contractor shall provide a plan for evacuation of personnel including their responsibilities prior to evacuation, methods of transportation, alternate accommodation, etc.

34.6.4 Emergency Response for Equipment Failure. The Contractor shall specify emergency operating procedures to be implemented in the event of mooring equipment failures during sudden and severe adverse weather or any other conditions. These procedures shall include actions to be taken in response to loss of a spud(s), swing wires, anchor wires, or other mooring equipment or facilities.

34.6.5 Fire Extinguishers. The Contractor is specifically required to provide a fire extinguisher on all mobile construction equipment with a basic minimum extinguisher rating of 80-B:C to 120-B:C; which is equivalent to a 10-20 pound dry chemical extinguisher, compatible to the hazard(s) including combustible materials, flammable liquids and materials used in areas remote to other fire extinguisher equipment.

34.6.6 Backup Alarms. The Contractor shall operate and maintain backup alarms on all land based mobile construction equipment twenty-four (24) hours per Day. Alarm volume shall be maintained at the minimum value required to remain audible.

34.7 Hurricane and Severe Storm Plan. The Contractor shall submit to the Engineer a Hurricane and Severe Storm Plan within ten (10) calendar Days after the Notice of Award and prior to the pre-construction conference. This plan shall include but not be limited to the following:

- a. Types of storms possible (winter storm, tropical storm, hurricane, and tornado).
- b. Time intervals before storms strike the Project area when action will be taken and details of the actions to be taken. The plan should be specific as to what weather/wave conditions will require Work shutdown, removal of dredge, etc.
- c. List of the equipment to be used on the job and its ability to handle adverse weather and wave conditions.
- d. List of safe harbors or ports and the distance from the Work area to these harbors and the time required to move the equipment to these harbors or ports. Copies of letters of approval for the use of these safe harbors or ports (local authorities, U.S. Coast Guard, etc.) where applicable.
- e. Method of securing equipment in these safe harbors or ports.
- f. List of equipment to be utilized to make this move to safe harbors or ports (tug boats, work boats, etc.), to include the name and horsepower of this equipment. The

- plan will include only equipment capable of making the move to safe harbors or ports in adverse weather or sea conditions.
- g. Methods of securing equipment not moved; i.e., pipelines (floating or submerged), pumpout stations, etc.
 - h. Plan of evacuation to include interim measures (i.e., immediate reaction plans to be taken for all storm occurrences, particularly sudden/flash storms).
 - i. Operating procedures to be undertaken when critical dredge equipment fails during sudden and severe adverse weather conditions, to include breaking of spuds, swing wires, anchor wires, or other mooring equipment or facilities.

The Contractor shall continually monitor the NOAA marine weather broadcasts, and avail themselves of such other local commercial weather forecasting services as may be available.

35. EMERGENCIES.

The Contractor is obligated to immediately act to prevent damage, injury or loss, without authorization from the Owner and/or Engineer, in emergencies affecting the safety of personnel, protection of property, the Work, or property at the Site or adjacent thereto. Contractor shall give the Engineer prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Owner and/or Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order may be issued to document the consequences of the changes or variations.

36. PHYSICAL DATA.

Information and data furnished or referred to in the Contract Documents are furnished, or referred to, for the Contractor's benefit. However, it is expressly understood that the Owner and Engineer will not be responsible for any interpretation or conclusion drawn by the Contractor. Likewise, the Owner and Engineer will not be responsible for any information provided to the Contractor by any information agency or other party.

37. LAND ACCESS TO THE PROJECT SITE.

Land access to the barrier island Project area within the City of Boca Raton is by three bridges extending from the mainland across the Intracoastal Waterway to the Project area. Bridges which cross the Intracoastal Waterway include major bridges on Palmetto Park Road, Spanish River Boulevard, State Highway A1A (landward of the Boca Raton Inlet), and Camino Real. The Contractor is responsible for adhering to all weight and traffic regulations on all roadways.

38. BOAT TRAFFIC AND BOCA RATON INLET.

Boat traffic in the vicinity of the Project areas will consist primarily of pleasure and fishing boats. Boca Raton Inlet, located in Boca Raton, provides access to the Atlantic Ocean from Lake Boca Raton and the Intracoastal Waterway. The City operates a small dredge within the inlet channel.

Close coordination will be required between the Contractor and the City's dredge captain, as well as Palm Beach County for access to the upland staging area.

39. LOCAL PORTS.

Local ports are Lake Worth Inlet (Palm Beach Inlet) and Port Everglades. Other local inlets are South Lake Worth Inlet, Boca Raton Inlet and Hillsboro Inlet. It is the responsibility of the Contractor to determine whether these ports and inlets are appropriate for the operations and to coordinate with any harbor and/or local entities. All inlets and ports are used at the Contractor's own risk and arrangements with local agencies must be made.

40. PERMIT AGENCY CONFERENCE.

A meeting will be held with the Engineer, Owner, Contractor, marine turtle license holder, appropriate state and federal agencies and any other individuals as required in compliance with Project permit requirements, to discuss permit conditions. If possible, this meeting will be made a part of the pre-construction conference and will be held in the City of Boca Raton; however, a meeting separate from the pre-construction conference may be required for permit compliance.

41. UNDERWATER CABLES, PIPELINES, OUTFALL LINES, ETC.

The Contractor shall be responsible for verifying the locations and depths of all underwater cables, pipelines, outfall lines, etc. and take precautions against damage which might result from his operations, including without limitation, the sinking of dredge spuds and/or anchors which may damage the underwater facilities. If any damage occurs as a result of the Contractor's operations, the Contractor will be required to suspend dredging until the damage is repaired and approved by the Engineer. The Contractor is solely responsible for contacting the owner of the damaged cable, pipeline, outfall, etc., making repairs, and settling any financial claims directly with the owner of said cable, pipeline, outfall, etc. Costs of such repairs and downtime of the dredge and attendant plan shall be at the Contractor's expense.

42. ITEM NOT USED

43. LOCAL INFORMATION

43.1 Weather Conditions. The Project area may be affected by tropical storms and hurricanes primarily from June through November, and by windy and/or rainy weather, including severe electrical storms, during any time of the year. The Contractor shall be responsible for obtaining information concerning rain, wind and wave conditions that could influence dredging and disposal operations prior to making a Bid. The following publications contain climatological and meteorological observations and data for the Project area:

43.1.1 Local Climatological Data Monthly Summary published by the National Oceanic and Atmospheric Administration (NOAA), Asheville, NC. Subscription price and ordering information available from the National Climatic Data Center. 151 Patton Ave. Customer Services Branch, Asheville, North Carolina 28802. This publication gives hourly wind speed and direction observations. The Annual Summary gives a

summary of the observations for the period of record.

- 43.1.2 United States Coast Pilot Atlantic Coast, Cape Henry to Key West published by NOAA. For sale by National Ocean Service and its agents.
- 43.1.3 Summary of Synoptic Meteorological Observations: North American Coastal Marine Areas Atlantic and Gulf Coasts produced by Naval Weather Service, U.S. Department of Commerce and distributed by National Technical Information Service, U.S. Department of Commerce.
- 43.1.4 Wave Information Studies of U.S. Coastlines, Hindcast Wave Information for the U.S. Atlantic Coast Wave Information for the U.S. Atlantic Coast is available at the Corps of Engineers, Jacksonville District Office, produced by the U.S. Army Corps of Engineers, Wave Information Study (WIS) from Station 63459 reflects twenty (20) years of computer modeled wave data (from 1980 to 1999). The station is located approximately 13 miles east of Palm Beach County at 26.75 N 80.83W in approximately 342 meters (1,122 feet) of water.
- 43.1.5 Harbor of Refuge. Possible harbors of refuge are Lake Worth Inlet, South Lake Worth Inlet, Boca Raton Inlet and Hillsboro Inlet. It is the responsibility of the Contractor to determine an appropriate harbor of refuge and to coordinate with any harbor and/or local entities.
- 43.1.6 Access. Access to the beach and borrow areas shall be as noted on the Plans and other locations approved by the Engineer. Limits of beach access and staging areas shall be field-verified by the Engineer. The Contractor shall review and comply with all local and State road and bridge limitations or restrictions.
- 43.1.7 Boat Traffic. Boat traffic in the vicinity of the Project Site and borrow area is likely to include pleasure boats, fishing boats and commercial vessels.
- 43.1.8 Navigation and Obstruction of Channels. The Contractor shall operate in full compliance with pertinent U.S. Coast Guard regulations and conduct the Work in such a manner as to minimize any obstruction to navigation. If the Contractor's plant obstructs any navigation channel or endangers other vessels, the plant shall be promptly moved as necessary to afford a practicable passage of other vessels. Upon completion of the Work, the Contractor shall promptly remove the plant, including ranges, buoys, piles and other marks or objects placed in navigable waters or on shore.

44. RESTORATION OF ACCESS AND STAGING AREAS

The Contractor shall submit a Construction Access and Staging Area Restoration Plan to the Engineer for review and approval prior to the pre-construction meeting. The Plan shall address Contractor measures to protect the beach access areas designated in the Drawings, and shall propose the measure of restoration at each designated access to meet or exceed the lines, grades,

and extent of beach in place at the time of Contractor Mobilization to the Project Site. The Contractor shall additionally propose measures to limit damage to the pavement, striping, signage and all improvements present in the Construction Staging Area designated in the Construction Plans. The Contractor shall restore the pavement to an equal or better condition upon completion of the Work and Demobilization of equipment, facilities, vehicles, and crew from the Work area. The Contractor shall photograph and video all roadways to each access location along with the access/staging area prior to Mobilizing equipment to or utilizing the area.

Site restoration shall include the removal of the Contractor's plant(s) and all equipment or materials either for disposal or reuse. Plant(s) and/or equipment or materials for disposal shall be disposed of in an appropriate and legal manner at the expense of the Contractor. The Contractor shall not be permitted to abandon pipelines, pipeline supports, pontoons, or other equipment in the pipeline access areas, water areas, or other areas adjacent to the Work Site. Any stakes or other markers placed by the Contractor must be removed as a part of the final Site restoration. Grade stakes placed during the fill operation, and pieces of stakes, shall be completely removed and shall not be buried in the fill.

45. PERMIT RESPONSIBILITIES

The divisions of major permit responsibility between Contractor and the Owner/Engineer are summarized below:

Item		Contractor	Owner and/or, Engineer
1	Daytime marine turtle nest survey and relocation		X
2	Nighttime leatherback sea turtle surveys	X	
3	Marine turtle, manatee and smalltooth sawfish daily monitoring / reporting	X	X
4	Turbidity monitoring, reporting, and compliance	X	
5	Escarpment survey and leveling	X	
6	Before-Dredge and After-Dredge Acceptance Surveys	X	
7	Hardbottom sedimentation monitoring		X
8	Permit-required Pre- and Post-construction borrow area and beach profile surveys		X
9	Permit compliance	X	X

46. CONTRACT CLOSEOUT

When the requirements of the Contract Documents and /Final Completion have been satisfied, a Certificate of Final Completion will be prepared by the Engineer and the Contract will be eligible for Closeout. The Statement shall be completed in its entirety and shall be signed by the Engineer, Contractor, and Owner, where applicable. Final payment and any retainage may be withheld until final Acceptance and contract closeout by the Owner. Once the Contractor has satisfied the

requirements for Contract Closeout, the Project will be eligible for Final Payment as described in the General Conditions.

47. DIVING PLAN

The Contractor shall submit as part of the required Quality Control Plan, a Dive Operations Plan whether or not diving is planned as a part of the operations. The intent of this requirement is to assure safe diving and particularly when emergencies, marine maintenance, or underwater problems occur requiring diving. Additionally, the Contractor is to determine that placement of spuds, anchors, pipes, etc. will not impact environmental resources or infrastructure. All diving shall be conducted in accordance with the requirements of the following documents:

- a. U.S. Navy Diving Manual, Volume I and II (NAVSEA 0994-LP-001-9010 and NAVSEA 0094 LP-001-9020).
- b. U.S. Army Corps of Engineers' Safety and Health Requirements Manual, EM 3851-1. Section 30.
- c. U.S. Army Corps of Engineers, Jacksonville District Regulation CESAJR 385-1-1, Appendix P, "Contract Diving Operations."
- d. 29 CFR, Part 1910, Subpart T, OSHA Regulations.

The Dive Operations Plan is to include all the items specified in paragraph 30.A. 13 of EM 385-1-1. This plan shall contain information specific to the diving operations to be performed. Submission of the plan does not constitute an endorsement on the part of the Owner and Engineer that the Contractor's diving procedures are safe. The plan is intended to provide a method by which the Contractor demonstrates an awareness of, and proposed adherence to, Federal diving standards.

END OF TECHNICAL SPECIFICATIONS



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1688

Agenda Date: 2/7/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a settlement of the Workers' Compensation claim of Janice Major in the amount of \$62,437.40; authorizing execution of documents necessary to effectuate the settlement; and providing for an effective date. (Funds from Account #606-0900-519-30-41 - Workers Compensation Legal)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$62,437.40

Account Name: Workers Compensation Legal

Account Number: 606-0900-519-30-41

Background/History

Janice Major ("Major"), a Crossing Guard employed by the City for approximately 8 years, filed a workers' compensation claim against the City of Deerfield Beach styled *Janice Major v. City of Deerfield Beach*, OJCC No. 19-012757DAL, State of Florida, Office of the Judges of Compensation Claims (the "Claim").

Major alleges she sustained an ankle injury on October 10, 2018 for which Major had right ankle surgery (the "Injury") and that the Injury occurred within the course and scope of her employment with the City.

Major sought and continues to receive workers' compensation benefits as a result of the Injury pursuant to the Claim before the OJCC.

Current Activity

Major is willing to settle all of her claims that were or could have been brought against the City, including all costs and attorney's fees incurred in this matter, pertaining to the Injury and workers' compensation Claim for the total sum of \$62,437.40.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF JANICE MAJOR IN THE AMOUNT OF \$62,437.40; AUTHORIZING EXECUTION OF DOCUMENTS NECESSARY TO EFFECTUATE THE SETTLEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Janice Major ("Major"), a crossing guard employed by the City for approximately 8 years, filed a workers compensation claim against the City of Deerfield Beach styled *Janice Major v. City of Deerfield Beach*, OJCC No. 19-012757DAL, State of Florida, Office of the Judges of Compensation Claims (the "Claim"); and

WHEREAS, Major alleges she sustained an ankle injury on October 10, 2018 for which Major had right ankle surgery (the "Injury") and that the Injury occurred within the course and scope of her employment with the City; and

WHEREAS, Major sought and continues to receive workers' compensation benefits as a result of the Injury pursuant to the Claim before the OJCC; and

WHEREAS, Major is willing to settle all of her claims that were or could have been brought against the City, including all costs and attorney's fees incurred in this matter, pertaining to the Injury and workers' compensation Claim for the total sum of \$62,437.40; and

WHEREAS, the City Commission deems it to be in the best interests of the citizens and residents of the City to approve the settlement of the Claim in the total amount of \$62,437.40, including attorney's fees and costs, thereby disposing of all indemnity claims that were or could have been asserted against the City and its employees by Major.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the settlement of all claims of Major arising from or related to the Injury for the total amount of \$62,437.40, subject to and conditioned upon execution of a settlement agreement by the City and Major within 30 days of this Resolution, which would thereby dispose of all indemnity claims that were or could have been asserted against the City and its employees by Major.

Section 3. That the appropriate City officials are authorized to execute all documents deemed necessary by the City Attorney to implement the intent of this Resolution and to provide for payment as indicated.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1696

Agenda Date: 2/7/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending the 2022/2023 schedule of City Commission meetings; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Staff is requesting to reschedule the March 21, 2023 regular city commission meeting to March 28, 2023 due to more than one elected official attending Broward Days on March 21 - 22, 2023.

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, AMENDING THE 2022/2023
SCHEDULE OF CITY COMMISSION MEETINGS; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the City Commission wishes to amend the City Commission meetings schedule for 2022/2023; and

WHEREAS, due to the critical nature of items being presented on the City Commission agenda and the unavailability of more than one Commissioner, a request has been made to reschedule the March 21, 2023 Regular Commission Meeting to March 28, 2023.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby amends the 2022/2023 City Commission meetings schedule to reschedule the March 21, 2023 Regular City Commission Meeting to March 28, 2023 at 7pm.

Section 3. The City Commission reserves the right to further reschedule meetings, schedule special meetings or take such other actions as it deems appropriate.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to accomplish the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CMC, CITY CLERK



FY23 City Commission Meeting Schedule

Monday, October 3, 2022

Tuesday, October 18, 2022

Tuesday, November 15, 2022

Tuesday, December 6, 2022

Tuesday, January 10, 2023

Tuesday, January 24, 2023

Tuesday, February 7, 2023

Tuesday, February 21, 2023

Tuesday, March 7, 2023

Tuesday, March ~~24~~ 28, 2023

Tuesday, April 4, 2023

Tuesday, April 18, 2023

Tuesday, May 2, 2023

Tuesday, May 16, 2023

Tuesday, June 6, 2023

Tuesday, June 20, 2023

Tuesday, July 18, 2023

Tuesday, August 1, 2023

Tuesday, August 15, 2023

Tuesday, September 5, 2023*

Tuesday, September 19, 2023*

Tuesday, October 3, 2023

*subject to change based on budget hearing scheduling requirements



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1689

Agenda Date: 2/7/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Form Participation Agreement with Broward County for publication of legal notices on a County designated publicly accessible website; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes. Effective January 1, 2023, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper. The City of Deerfield Beach is a governmental agency as defined in Section 50.0311, Florida Statutes. The City desires to have the option to utilize Broward County's designated publicly accessible website for certain required notices and advertisements.

The enclosed Participation Agreement with Broward County does not obligate the City to utilize the website for publication. However, in order for the City to have the option to utilize the website, the City is required to enter into this Participation Agreement. The website to be used will be obtained exclusively through the "Website Contract" that the County has or will enter into with the provider.

Pursuant to Paragraph 7 of the Participation Agreement, the City would utilize the Website Contract and will pay the website directly for services connected to the publication of City notices. The County is not responsible for any fees or costs. This Participation Agreement can be terminated by either party (County or City) without cause upon 90 days written notice.

Current Activity

The City currently uses the Sun-Sentinel newspaper for advertisements and the costs have been as follows: FY20 - \$31,361.47; FY21 - \$23,067.53; and FY22 - \$26,039.46.

On December 13, 2022, the Broward County Board of County Commissioners authorized the County Administrator to designate a website for local government public notices pursuant to HB 7049. While the County does not intend to change its current advertising practices, the County has designated CivicPlus as the County's Website, and entered into an agreement with CivicPlus (Website Contract") to allow governmental agencies to utilize the Website to publish legal notices online in accordance with HB 7049. The designation is effective January 1, 2023.

The proposed rates for this service are as follows:

- Tier 4: Municipality with a population of 90,000 or greater has a one-time implementation cost of \$2,000 and a year 1 annual cost of \$8,000, for a total year one cost of \$10,000.
- Tier 3: Municipality with a population of 40,000 to 89,999 has a one-time implementation cost of \$2,000 and a year 1 annual cost of \$7,000, for a total year one cost of \$9,000.
- Tier 2: Municipality with a population of 10,000 to 39,999 has a one-time implementation cost of \$2,000 and a year 1 annual cost of \$6,000, for a total year one cost of \$8,000.
- Tier 1: Municipality with a population of 9,999 or fewer has a one-time implementation cost of \$2,000 and a year 1 annual cost of \$5,000, for a total year one cost of \$7,000.
- Tier 0: Special District/Non-Municipal/Constitutional Officer has a one-time implementation cost of \$2,000 and a year 1 annual cost of \$5,000, for a total year one cost of \$7,000.

There is an early adopter incentive, whereby governmental agencies that execute a Participation Agreement and an Order prior to June 30, 2023, will receive a 100% waiver of one-time implementation fees.

Annual Price Adjustment - The annual rates outlined above will increase by 3% annually, beginning on the first anniversary of the effective date the municipality enters into the agreement and each anniversary thereafter.

In addition to the above-mentioned costs, there may be an additional cost to the City, should residents opt in to receive mailers in lieu of website posting or e-mail notification.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING
EXECUTION OF A FORM PARTICIPATION AGREEMENT WITH
BROWARD COUNTY FOR PUBLICATION OF LEGAL NOTICES ON A
COUNTY DESIGNATED PUBLICLY ACCESSIBLE WEBSITE;
PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE**

WHEREAS, the Florida Legislature enacted House Bill 7049 during the 2022 legislative session, which created Section 50.311, Florida Statutes; and

WHEREAS, effective January 1, 2023, Section 50.311, Florida Statutes, authorizes local government agencies to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper; and

WHEREAS, Broward County is making available to municipalities its designated publicly accessible website for certain notices and advertisements pursuant to a form participation agreement, attached as Exhibit “1” (the “Participation Agreement”); and

WHEREAS, the City desires to have the option to utilize the County’s designated publicly accessible website for certain required notices and advertisements from time to time; and

WHEREAS, pursuant to the Participation Agreement, the City will be solely responsible for payments of all fees and costs associated with its publications and use of the County designate website; and

WHEREAS, staff recommends that the City Commission approve and authorize the execution of the Participation Agreement in order for the City to avail itself of the option to publish legal notices on the County’s publicly accessible website or County designated publicly accessible website; and

WHEREAS, the City Commission finds it is in the best interest of the City to approve and authorize the execution of the Participation Agreement, attached as Exhibit “1.”

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. That the City Commission hereby approves the Participation Agreement, attached as Exhibit “1”.

Section 3. The Mayor and City Manager are authorized to execute the Participation Agreement, attached as Exhibit “1”, together with such non-material substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**FORM PARTICIPATION AGREEMENT FOR PUBLICATION OF LEGAL NOTICES
ON COUNTY DESIGNATED PUBLICLY ACCESSIBLE WEBSITE**

This Form Participation Agreement ("Participation Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and [REDACTED], a local government existing under the laws of the State of Florida ("Local Government") (each a "Party," and collectively the "Parties").

RECITALS

A. During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes.

B. Effective January 1, 2023, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper.

C. Local Government represents that it is a governmental agency as defined in Section 50.0311, Florida Statutes. Local Government desires to utilize County's designated publicly accessible website for certain required notices and advertisements.

D. Pursuant to Section 50.0311, Florida Statutes, County designated [REDACTED] ("Website") as County's publicly accessible website for publication of notices and advertisements ("Publications").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The truth and accuracy of each clause set forth above is acknowledged by the Parties.
2. Designation of Website. County has entered into an agreement with Website ("Website Contract") for Publications. At any time, upon at least ninety (90) days' prior written notice to Local Government in accordance with the Notices section of this Participation Agreement, County may designate a different entity as County's publicly accessible website pursuant to Section 50.0311, Florida Statutes. Any such new designation shall be automatically effective upon the date stated in County's notice without the need for an amendment to this Participation Agreement, and upon the effective date the new website shall be the "Website" for purposes of this Participation Agreement.
3. Utilization of Website. Local Government may utilize the Website for its Publications if and to the extent it elects to do so. Nothing in this Participation Agreement obligates Local Government to utilize the Website for any Publication. However, any utilization of Website by Local Government for Publications pursuant to Section 50.0311, Florida Statutes, shall be

obtained exclusively through the Website Contract and not through any other contract or procurement method. Local Government agrees that no other website is County's designated publicly accessible website, and Local Government agrees it will not take any action to challenge or otherwise attempt to disqualify the designation of Website (or any substitute website pursuant to Section 2 above) as the properly designated website of County pursuant to Section 50.0311, Florida Statutes.

4. Term. The term of this Participation Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein.

5. Compliance with Notice Requirements. For the duration of this Participation Agreement, Local Government shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Publications published on the Website. County shall have no responsibility for ensuring that Local Government, the Website, or the Publications comply with the Notice Requirements or any other applicable law, rule, or regulation.

6. County Actions are Ministerial. Local Government acknowledges that any and all Publications of Local Government are prepared by Local Government and not by County, and that any and all actions of County in conjunction with or relating to the designation of the Website for use by Local Government are, and shall be construed at all times as, purely ministerial acts.

7. Costs and Payment. Local Government is solely responsible for the timely payment of all fees and costs associated with its Publications and use of the Website. Local Government shall utilize the Website Contract to obtain from Website any applicable services Local Government requires relating to Publications and shall pay Website directly for all such services provided in connection with Publications. Additionally, Local Government shall be solely responsible for payment of any and all mailing costs or other costs associated with the Publications or otherwise incurred relating to the Publications pursuant to Chapter 50, Florida Statutes, including without limitation Section 50.0311(6), Florida Statutes. County shall not be responsible for any fees or costs associated with: (a) use of the Website by Local Government; (b) any Publication; or (c) compliance with Chapter 50, Florida Statutes. Local Government recognizes and agrees that if Local Government fails to timely pay Website, Website may terminate Local Government's access to the Website, and County shall have no liability to Local Government for such termination or lack of access.

8. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Participation Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Participation Agreement.

9. Indemnification. Local Government shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Participation Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Participation Agreement by Local Government, or any intentional, reckless, or negligent act or omission of Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Participation Agreement or any Publication (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Local Government shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Participation Agreement.

10. Termination. Either Party may terminate this Participation Agreement without cause upon at least ninety (90) days' prior written notice to the other Party. This Participation Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. In addition, if the publication of electronic notices is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of County's designated publicly accessible website for Publications, this Participation Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

11. Notices. In order for a notice to a Party to be effective under this Participation Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy sent via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Records, Taxes and Treasury Division
Attn: Director
115 South Andrews Avenue, Room 120
Fort Lauderdale, Florida 33301
Email address: tkennedy@broward.org

FOR LOCAL GOVERNMENT:

Email address: _____

12. Prior Agreements. This Participation Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Participation Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Participation Agreement are contained herein.

13. Assignment. Neither this Participation Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party.

14. Interpretation. The headings contained in this Participation Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Participation Agreement. All personal pronouns used in this Participation Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Participation Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Participation Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

15. Third-Party Beneficiaries. Neither Local Government nor County intends to directly or substantially benefit a third party by this Participation Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Participation Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Participation Agreement.

16. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Participation Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Participation Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Participation Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court, or the United States Bankruptcy Court, for the Southern District of Florida. **EACH PARTY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.**

17. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Participation Agreement and executed on behalf of County and Local Government, respectively, by persons authorized to execute same on their behalf.

18. Representation of Authority. Each individual executing this Participation Agreement on behalf of a Party represents and warrants that they are, on the date they sign this Participation

Agreement, duly authorized by all necessary and appropriate action to execute this Participation Agreement on behalf of such Party and that they do so with full legal authority.

19. Counterparts and Multiple Originals. This Participation Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Participation Agreement.

20. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Participation Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Participation Agreement shall not be deemed a waiver of such provision or modification of this Participation Agreement. A waiver of any breach of a provision of this Participation Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Participation Agreement.

21. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Participation Agreement.

(Remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Participation Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of _____, 20__, and Local Government, signing by and through its _____, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Stacey R. Weinger (Date)
Assistant County Attorney

By _____
Rene D. Harrod (Date)
Chief Deputy County Attorney

SRW
Notice Website Form Participation Agreement
11/30/22

**FORM PARTICIPATION AGREEMENT FOR PUBLICATION OF LEGAL NOTICES
ON COUNTY DESIGNATED PUBLICLY ACCESSIBLE WEBSITE**

LOCAL GOVERNMENT

LOCAL GOVERNMENT NAME

ATTEST:

By: _____
LOCAL GOVERNMENT MAYOR/ TITLE

CITY CLERK

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this
Participation Agreement as to form and legal
sufficiency subject to execution by the
Parties:

City Attorney



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-2

Agenda Date: 2/7/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the City's 2023 State Legislative Agenda; providing for transmittal, implementation, and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach annually publishes a legislative agenda before the Florida Legislative session convenes. The City Legislative Agenda lists priorities and recommendations for the year, giving the public and government officials an outline of the City's plans.

The City of Deerfield Beach believes in the importance of local self-government and that those officials closest to the people know their community best. Each of the City's Legislative items supports Home Rule and a municipality's ability to govern itself based on the wants and needs of its residents. Home Rule is supported by an overwhelming majority of Florida residents. The ability to maintain home rule and avoid unfunded mandates are essential to the City of Deerfield Beach's state legislative priorities and advocacy needs, as outlined in the City fiscal year 2023 Legislative Agenda.

Current Activity

The City's fiscal year 2023 Legislative Agenda has been prepared as a tool to assist the City Commission with the guiding policy platform for the City of Deerfield Beach Commission during the 2023 state legislative session. The Florida Legislature meets in session every year for sixty consecutive days, convening in Tallahassee from March 7 through May 5, 2023.

Recommendation

Community Service staff recommends approving the fiscal year 2023 State Legislative Agenda.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE CITY'S 2023 STATE LEGISLATIVE AGENDA; PROVIDING FOR TRANSMITTAL, IMPLEMENTATION, AND AN EFFECTIVE DATE

WHEREAS, the State of Florida Legislature convenes annually for its legislative session where it considers and enacts laws affecting the lives of all Floridians; and

WHEREAS, the City believes in the importance of local self-government and that those officials closest to the people know their community best; and

WHEREAS, the City's legislative items for 2023 support home rule authority and a municipality's ability to govern itself based on the wants and needs of its residents; and

WHEREAS, the City Commission finds it to be in the best interests of the City to adopt the City's 2023 State Legislative Agenda, attached as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby adopts the City of Deerfield Beach's 2023 State Legislative Agenda, attached as Exhibit "A."

Section 3. The City Clerk is hereby directed to distribute a certified copy of this Resolution to the Broward County Legislative Delegation.

Section 4. The appropriate City officials are hereby authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 7TH DAY OF FEBRUARY, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



BOLDLY DRIVING INTO 2023

CITY OF DEERFIELD BEACH
2023 STATE LEGISLATIVE AGENDA



DEERFIELD BEACH

CITY COMMISSION

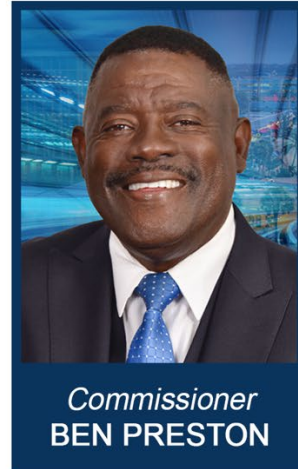


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***INTRODUCTION***

This State Legislative Agenda will serve as the guiding policy platform for the City of Deerfield Beach Commissioners during the 2023 state legislative session, which convenes in Tallahassee from March 7 through May 5, 2023.

POLICY STATEMENT

The City of Deerfield Beach believes in the importance of local self-government and that those officials closest to the people know their community best. Each of those issues supports Home Rule and a municipality's ability to govern itself based on the wants and needs of its residents. An overwhelming majority of Florida residents support Home Rule. The ability to maintain home rule and avoid unfunded mandates are essential to the City of Deerfield Beach's state legislative priorities and advocacy needs, as outlined in this legislative agenda.

LOCAL FUNDING REQUEST PRIORITIES WITH SPONSORSHIP**ALZHEIMER'S DAYCARE**

The City of Deerfield Beach Northeast Focal Point at the Braithwaite Center for Active Aging (also known as Northeast Focal Point) provides a structured and comprehensive array of programs and services that improves the independence, community engagement, and quality of life of adults, seniors, and children of northern Broward County and Deerfield Beach. In 1981, the City of Deerfield Beach and the Area Agency on Aging of Broward County partnered to develop the Northeast Focal Point. Over the last 42 years, the Northeast Focal Point at the Braithwaite Center for Active Aging has expanded. It also operates and administers an Alzheimer's and Multicultural Day Care Center and a preschool. It is the only intergenerational campus in Broward County.

SENIOR TRANSPORTATION PROGRAM

The City of Deerfield Beach Northeast Focal Point at the Braithwaite Center for Active Aging provides a structured and comprehensive array of programs and services that improves the independence, community engagement, and quality of life of adults, seniors, and children in northern Broward County and Deerfield Beach. In 1981, the City of Deerfield Beach and the Area Agency on Aging of Broward County partnered to develop the Northeast Focal Point. Over the last 42 years, the Northeast Focal Point has expanded. It now operates and administers a Senior Center, Alzheimer's and Multicultural Adult Day Care Center, a preschool, and a senior transportation service. The Northeast Focal Point services the City of Deerfield Beach, Pompano, Lighthouse Point, Hillsboro Beach, Sea Ranch Lakes, and Lauderdale-by-the-sea. It is the only intergenerational campus in Northern Broward County, with a variety of programs and services offered to its residents. At the Northeast Focal Point at the Braithwaite Center for Active Aging, expanding transportation services is vital to the success of programs. Seniors frequently utilize transportation services to and from the center, medical appointments, and shopping.

**MARTIN LUTHER KING JR. AVENUE STORMWATER PROJECT**

The Martin Luther King (MLK) Jr. Avenue to SW 3rd Avenue corridor has been identified as a widespread flood-prone area by Geosyntec Consultants, Inc. in a 2021 Stormwater Capital Improvement Plan that was produced as a result of RFQ# 2018-19/02. The project corridor spans north to south within City limits, south of East Hillsboro Boulevard, east of I-95, north of SW 10th Street, and west of the South Dixie Highway. The proposed project will mitigate flooding in the northern and southern sections of the corridor to achieve a level of service standards to withstand a 10-year, 24-hour storm in the area. The scope of work consists of finalizing the design plans to up-size existing drainage infrastructure and construct new drainage infrastructure, including ditch bottom inlets, manholes, piping, and ex-filtration, as well as constructing improvements to the existing pond.

FUTURE LOCAL FUNDING REQUEST**ACQUISITION OF BEACH LOTS FOR PUBLIC USE**

The City of Deerfield Beach is a coastal community committed to providing an array of open space and recreational opportunities for its residents and visitors. According to the U.S. Census, the City's population is an estimated 81,000. Its public beach is a popular tourist destination with an estimated 2,700,000 visitors annually. In alignment with the aforementioned commitment, the City seeks to purchase one privately owned beach parcel adjacent to the City-owned property for public use.

Beaches are essential public coastal recreational resources. As a coastal community, the City of Deerfield Beach does not own 100% of its beach. Consequently, the City has deemed it in the public's best interest to acquire this privately-owned beach parcel. The acquisition will extend the public beach and increase accessibility for coastal recreation opportunities, benefiting residents and visitors alike.

SE 15TH AVE BRIDGE DESIGN

Constructed in 1955, the SE 15th Avenue Bridge over Tern Waterway in the City of Deerfield Beach, Florida, is an aged bridge structure that has reached its useful life span and can no longer accommodate the demands of today's roadway travel demands. Despite several rehabilitation efforts, the bridge has been listed in 'fair' condition since 2017, and is currently on a 12-month inspection frequency due to the U.S. Army Criminal Investigations Command's (CID) item (70) Bridge posting being coded a 4.

Among several safety risks posed by the bridge's design structure, the narrow deck size and lack of pedestrian and cyclist walkways force drivers and pedestrians to share roadway space, creating a situation that is both dangerous and inefficient. Posted weight restrictions limit commercial vehicles, school buses, and other transport important to the supply and demand chains. Moreover, the height of the bridge sits too low for the flood plain, making it especially vulnerable to flooding during tropical storms and other adverse climate conditions. These and other physical delamination's increase the structure's potential safety risks, limit mobility and infringe on the quality of life.

**COLLEGE PARK NEIGHBORHOOD STORMWATER PROJECT**

For years, chronic flooding has plagued the College Park Neighborhood located in Deerfield Beach because the existing stormwater infrastructure does not meet the current level of service standards to convey stormwater runoff properly. The City has received numerous flooding complaints from neighborhood residents after rain events. As a coastal City, Deerfield Beach is prone to storms and hurricanes; between 2020 and 2021, the neighborhood received an estimated 12 inches of water from storm events which caused flooding. The City did a stormwater and a Hydrologic and Hydraulic (H & H) study of the area, which determined that the current Level of Service could not withstand a 10-year, 24-hour storm. Improvements are needed to increase the capacity of the existing systems and add additional conveyance infrastructure (inlets/pipes) systems to improve drainage.

NW 45TH STREET & CRYSTAL LAKE DRIVE STORMWATER PROJECT

The NW 45th Street and Crystal Lake Drive project will mitigate the severity and duration of flooding along NW 45th Street and Crystal Lake Drive to achieve a level of service standards to withstand a 10-year, 24-hour storm in the area. The scope of work consists of the construction of new and upgraded drainage infrastructure, including ditch bottom inlets, manholes, piping, and ex-filtration.

RAILWAY FENCING (CONTINUATION FROM HILLSBORO BLVD TO SAMPLE ROAD)

Deerfield Beach would like to install one mile of fencing and columns along the Florida East Coast (FEC) railway on Dixie Highway from SW 15th Street to Sample Road. The project aims to increase public safety by mitigating railway accidents and fatalities. The railway, which spans three miles within City limits, is ground level with no barrier and within proximity to residential neighborhoods and area schools. Pedestrians frequently walk on railroad tracks and fail to utilize the designated railway crossing to cross the track. The lack of a railway barrier has created a public safety issue. The Deerfield Beach community has expressed concerns. In 2020, the City installed Phase I of the fencing, approximately one mile along Dixie Highway from Hillsboro Blvd. to SW 10th Street. With a Federal Appropriation request in 2023, Phase II of the fencing will be installed. A State Appropriation Request will allow the City to install the remaining one mile of fencing.

DEERFIELD BEACH WELL GENERATOR UPGRADES

The City of Deerfield Beach Department of Environmental Services, water plant division is seeking funding to upgrade Well Generators seventeen (17) and eighteen (18) located at the Water Treatment Facility located at 290 Goolsby Boulevard. Both generators have reached the end of their useful and expected life. The design will encompass the upgrades that are needed, such as replacing the transfer switch, fuel tank, and Variable Frequency Drives.

The current generator transfer switch, fuel tank, and Variable Frequency Drives for generators 17 & 18 need to be brought up to industry standards and modified so that operation staff can see and remotely control the system via SCADA software and human-machine interfaces. This project will modify the current transfer switch so that real-time data can be collected regarding power consumption and the position of open and closed high-voltage breakers feeding the plant equipment. The current system consists of antiquated relays and timers that are highly susceptible to failure.

***STATE LEGISLATION THE CITY OF DEERFIELD BEACH SUPPORTS:*****ENTERPRISE FUNDS TRANSFERS**

The City of Deerfield Beach SUPPORTS the preservation of municipal authority to manage municipal revenue sources and realize a reasonable rate of return on their proprietary assets, investments, and services.

MOBILITY PLANS

The City of Deerfield Beach SUPPORTS legislation that defines and clarifies mobility plans to provide a clear and concise regulatory framework for Deerfield Beach to acquire, construct and implement both traditional and alternative modes of transportation.

SHORT-TERM RENTALS

The City of Deerfield Beach SUPPORTS legislation that restores authority to local governments for the regulation of short-term rental properties as necessary for quality of life, public safety, and the creation of fair lodging standards. The City of Deerfield Beach SUPPORTS legislation clarifying that existing, grandfathered municipal short-term rental ordinances can be amended without penalty.

ACCESSIBLE HOUSING

The City of Deerfield Beach SUPPORTS legislation that requires all money from the Sadowski State and Local Housing Trust Fund to be used for Florida's affordable housing programs that are targeted to meet the needs of workforce housing, including home ownership and rental availability.

WATER RESOURCES PLANNING AND COMPREHENSIVE WATERSHED MANAGEMENT

The City of Deerfield Beach SUPPORTS legislation establishing a statewide coordinated planning and prioritization approach for water resource investments that funds Florida's current and projected water needs equitably and authorizing Comprehensive Watershed Management projects to qualify for funding under the state Water Protection and Sustainability Trust Fund.

PROPERTY TAX PROTECTION

The City of Deerfield SUPPORTS legislation that maintains an equitable property tax system while preserving a municipality's ability to fund public infrastructure, police, fire, emergency services, and other essential services. Any further erosions and/or exemptions on the current property tax structure will unfairly shift the tax burden to the business community, renters, and others.

RESIDENTIAL ZONING

The City of Deerfield Beach SUPPORTS legislation that maintains, advances, and encourages the fundamental ability for cities to tailor unique land development solutions through local decision-making, preserving the ability for cities to decide how they look and grow. The City of Deerfield Beach is a strong supporter of affordable housing efforts and is best positioned to identify appropriate areas that can support high-density infill redevelopment.

**TRANSPORTATION FUNDING**

The City of Deerfield Beach SUPPORTS legislation directing the Florida Department of Transportation to provide financial assistance and incentives to develop and implement multimodal transportation plans that optimize different modes of combined transport and are tailored to municipal transportation demands. The City of Deerfield Beach SUPPORTS identifying additional transportation revenue to fund innovative infrastructure (e.g., electric vehicles) and transit projects to meet the surging transportation demands driven by growth in population throughout Florida.

WATER AND WASTEWATER PLANT OPERATOR LICENSURE

The City of Deerfield Beach SUPPORTS legislation to address workforce shortages in municipal water and wastewater facilities by one, defining facility operators as critical and essential workers; two, providing reciprocity with other states for licensure of facility operators; and three, allowing credit toward licensure for military experience and time served performing similar functions and providing flexibility for facilities to use retired or out-of-state operators in emergencies.

STATE LEGISLATION THE CITY OF DEERFIELD BEACH OPPOSES:**SHORT-TERM RENTALS**

The City of Deerfield Beach OPPOSES legislation that preempts municipal authority as it relates to the regulation of short-term rental properties.

FINANCIAL DISCLOSURE FOR ELECTED LOCAL OFFICERS

The City of Deerfield Beach OPPOSES legislation that requires all municipal mayors, city commissioners, elected members of a municipal governing body, and all municipal and county managers to file an annual Full Disclosure of Financial Interests (Form 6) with the Florida Commission on Ethics. These individuals are currently required to file only a Limited Disclosure of Financial Interests (Form 1).

PROHIBITION ON OPEN PRIMARIES AND NONPARTISAN ELECTIONS

The City of Deerfield Beach OPPOSES legislation that proposes an amendment to the Florida Constitution that would prohibit nonpartisan municipal elections. The proposal also provides that only qualified electors in a municipal election with the same party affiliation as a candidate for office may vote in the primary election for such office (even if a candidate has no opponent with a different party affiliation). The same prohibitions and limitations are imposed on all other states, counties, and local primary elections, including school boards. In addition, the proposal specifies that a candidate for office may not be prohibited from disclosing his or her party affiliation to the electors and may not be prohibited from campaigning or qualifying for office based on party affiliation.

SOVEREIGN IMMUNITY

The City of Deerfield Beach OPPOSES legislation that removes the statutory limits on liability for tort claims against the state and its agencies and subdivisions (which include cities). The current statutory limits for claims are \$200,000 per person and \$300,000 per incident. The bill eliminates these statutory limits subjecting government entities to unlimited liability arising from potential claims.



APPENDIX A

LOCAL PROJECT FUNDING REQUEST SUMMARIES



PROJECT: NE FOCAL POINT SENIOR CENTER/SENIOR TRANSPORTATION SERVICES

AMOUNT REQUESTED: \$286,705.00

MATCHING FUNDS: \$1,098,237.00

PRIOR FUNDING: FY 2021-2022 \$250,000 and FY 2022-2023 \$286,705.00



PROJECT SUMMARY

The City of Deerfield Beach Northeast Focal Point at the Braithwaite Center for Active Aging (formerly known as Deerfield Beach Center for Active Aging) provides a structured and comprehensive array of programs and services that improves the independence, community engagement, and quality of life of adults, seniors, and children in northern Broward County and Deerfield Beach. In 1981, the City of Deerfield Beach and the Area Agency on Aging of Broward County partnered to develop the Northeast focal Point. Over the last 42 years, the Northeast focal Point has expanded. It now operates and administers a Senior Center, Alzheimer's and Multicultural Adult Day Care Center, a preschool, and a senior transportation service. The Northeast Focal Point services the City of Deerfield Beach, Pompano, Lighthouse Point, Hillsboro Beach, Sea Ranch Lakes, and Lauderdale-by-the-sea. It is the only intergenerational campus in Northern Broward County, with a variety of programs and services offered to its residents. At the Northeast Focal Point at the Braithwaite Center for Active Aging, expanding transportation services is vital to the success of programs. Seniors frequently utilize transportation services to and from the center, medical appointments, and shopping. The City of Deerfield Beach is requesting \$286,705 to increase transportation services to and from Northeast Focal Point.

SENIOR TRANSPORTATION

Senior Transportation services provide service providers and community resources for seniors who lack access to public transportation and/or are too incapacitated to utilize other transportation. Transportation services are intended to ensure the continued mobility of older persons.

The program intends to increase and continue to provide transportation services for residents of the city that meet the criteria required for transportation services. Individuals 60 years old and older will be eligible to receive transportation services under this program. Priority is given to seniors in the most significant social and economic needs. The transportation services also adhere to the Americans with Disabilities Act's (ADA) guidelines and requirements.

SENIOR CENTER

The Senior Center provides supportive services, congregate nutrition services, disease prevention services, health promotion services, and caregiver support services for active individuals aged sixty (60) or older.

**HIGHLIGHTS****SENIOR TRANSPORTATION**

The Senior Transportation Program is available to persons 60 years and older who need transportation. Services are available Monday through Friday, 7:30 am to 4:30 pm.

In 2022, a total of 24,948 seniors were provided with 16,025 transportation trips to and from the Center for medical appointments, grocery shopping, social service agency appointments, prescription pickups, field trips, COVID-19 testing, and vaccination sites. Transportation services provide transportation to disadvantaged individuals with access to services and programs.

**SENIOR CENTER**

In 2022, 341 individuals were provided with 1020 hours of recreation service, 554 hours of counseling services, and 381 hours of health support services.

The program provides daily mentally and physically stimulating activities and programs and daily field trips for individuals 60 and older. Other benefits include recreational activities, health promotion and wellness, information and referral services, transportation services, and nutritional programs.



2023 LEGISLATIVE AGENDA

PROJECT: MARTIN LUTHER KING JR. AVENUE STORMWATER PROJECT

AMOUNT REQUESTED: \$435,287.00

MATCHING FUNDS: \$3,337,183.00

PRIOR FUNDING: N/A



PROJECT SUMMARY

The Martin Luther King (MLK) Jr. Avenue to SW 3rd Avenue corridor has been identified as a widespread flood-prone area by Geosyntec Consultants, Inc. in a 2021, Stormwater Capital Improvement Plan that was produced as a result of RFQ# 2018-19/02. The project corridor spans north to south within City limits, south of East Hillsboro Boulevard, east of I-95, north of SW 10th Street, and west of the South Dixie Highway. The proposed project will mitigate flooding in the northern and southern sections of the corridor to achieve a level of service standards to withstand a 10-year, 24-hour storm in the area. The scope of work consists of finalizing the design plans to up-size existing drainage infrastructure and construct new drainage infrastructure, including ditch bottom inlets, manholes, piping, and ex-filtration, as well as constructing improvements to the existing pond.

According to the City of Deerfield Beach Stormwater Capital Improvement Plan, Martin Luther King (MLK) Jr Avenue – SW 3rd Avenue problem area is in desperate need of stormwater improvements. This area was identified as a priority capital project improvement area in the City's 2021 Stormwater Master Plan. The City has reported that this area experiences frequent flooding. Results from the Existing Conditions Assessment, performed under the Stormwater Management and Flood Resiliency Strategies Master Plan, validated these flooding reports. The goal of this effort is to develop a cost-effective and feasible engineering solution to address flooding in the MLK Jr Avenue – SW 3rd Avenue problem area.

The MLK Jr Avenue – SW 3rd Avenue problem area is a road running north to the south located south of East Hillsborough Boulevard, east of I-95, north of SW 10th Street, and west of the South Dixie Highway.

The City was awarded a grant through the Flood Mitigation Assistance (FMA) grant program, administered by the Florida Division of Emergency Management (FDEM), to fund 30% of the design cost. The City's local share requirement for the grant is \$435,287. The City is requesting a State Appropriation request in the amount of \$435,287 to leverage finalizing the design of the MLK Jr. Avenue Stormwater Project. The estimated project cost is \$3,337,183.

**HIGHLIGHTS**

The following implementation considerations are provided for this improved design.

FLOOD BENEFIT:

This improvement reduces the severity and duration of flooding in the problem area. Decreased peak stages were noted at locations reported to experience frequent flooding.

WATER QUALITY BENEFITS:

This improvement provides a water quality benefit by providing additional exfiltration, which increases stormwater infiltration, rather than discharging to receiving water body. Additionally, the expanded Oveta McKeithen stormwater pond will have a larger treatment capacity when compared to the existing conditions.

LAND ACQUISITION:

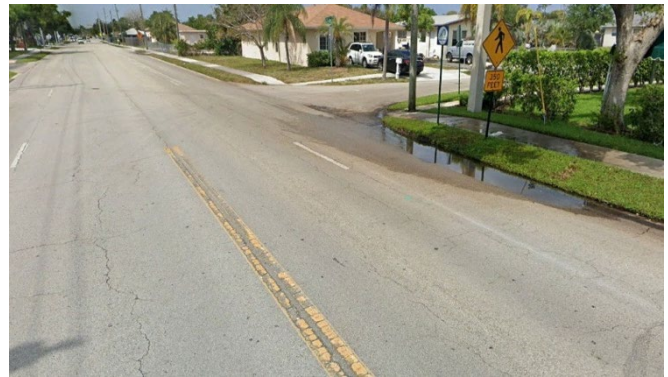
The improvements are proposed to be constructed in the City right of way or on City-owned property. Land or easement acquisition is not anticipated for this improvement.

PHOTO 1:

Roadway inundation at the intersection of SW 7TH Court and SW 2ND Terrace (9/21/21)

**PHOTO 2**

Puddling observed along the east side of MLK Jr. Avenue



**PROJECT: ACQUISITION OF BEACH LOTS FOR PUBLIC USE****AMOUNT REQUESTED: \$300,000.00****MATCHING FUNDS: NO****PROJECT SUMMARY**

The City of Deerfield Beach is a coastal community that is committed to providing an array of open space and recreational opportunities for its residents and visitors. According to the U.S. Census, the City's population is an estimated 81,000, and its public beach is a popular tourist destination with an estimated 2,700,000 visitors annually. In alignment with the aforementioned commitment, the City seeks to purchase one privately owned beach parcels that are adjacent to City-owned property for public use. Refer to the parcel image outlined in red attached.

Beaches are essential public coastal recreational resources, and as a coastal community, the City of Deerfield Beach does not own 100% of its beach. Consequently, the City has deemed it in the public's best interest to acquire this privately-owned beach parcel. The acquisition will allow for an extension of the public beach and increased accessibility for coastal recreation opportunities, benefiting residents and visitors alike.

BEACH LOTS ACQUIRED

Over the last 15 years, the City has acquired 9 ½ privately owned beach parcels for a total purchase amount of \$3,100,000, increasing its beach lot ownership to an estimated 95%. See the acquisition breakdown outlined below.

2008:	Acquisition of one beach lot in the amount of \$600,000
2016:	Acquisition of 5 ½ beach lots in the amount of \$1,700,000
2021:	Acquisition of two beach lots in the amount of \$485,000
2022:	Acquisition of one beach lot in the amount of \$315,000

Beach Lot Parcel Address: 232 SE 21 Ave, Deerfield Beach, FL. 33441

Lot Value: \$241,270



PROJECT: SE 15TH AVE BRIDGE DESIGN

AMOUNT REQUESTED: \$737,000.00

MATCHING FUNDS: \$2,500,000.00

PRIOR FUNDING: N/A



PROJECT SUMMARY

Constructed in 1955, the SE 15th Avenue Bridge over Tern Waterway in the City of Deerfield Beach, Florida, is an aged bridge structure that has reached its useful life span and can no longer accommodate the demands of today's roadway travel demands. Despite several rehabilitation efforts, the bridge has been listed in 'fair' condition since 2017 and is currently on a 12-month inspection frequency due to CID item (70) Bridge posting being coded a 4.

Among several safety risks posed by the bridge's design structure, the narrow deck size and lack of pedestrian and cyclist walkways force drivers and pedestrians to share roadway space, creating a situation that is both dangerous and inefficient. Posted weight restrictions limit commercial vehicles, school buses, and other transport important to the supply and demand chains. Moreover, the height of the bridge sits too low for the flood plain, making it especially vulnerable to flooding during tropical storms and other adverse climate conditions. These and other physical delaminations increase the structure's potential safety risks, limit mobility, and infringe on the quality of life.

This project will construct a newly designed bridge structure that will be raised above the flood plane to promote better vessel navigability and will be less susceptible to damage by storm surges and sea level rise. The new bridge will contain safer, wider lanes with 5 feet walking and cycling paths on both sides to accommodate all roadway users and various non-vehicle travel.

The City recently submitted a grant proposal requesting 2.5 million in funding through the Bridge Improvement Program (BIP) Grant funded by the Federal Highway Administration (FHA) for the construction of the newly designed bridge. The City now requesting \$737,000 through a State Appropriation request to leverage the cost of the design of the bridge.



HIGHLIGHTS

Located in Florida's 2nd largest county (population-wise), Broward, the City of Deerfield Beach, the SE 15th Avenue Bridge over Tern Waterway (located at GPS Coordinates +26.30933N, -80.058358W) carries highway over the waterway and is a local (Urban) route that lies between SE 10th Street and SE 7th Streets. It is the main road that runs through the City's Cove neighborhood (over 500 residential homes) and feeds directly into one of the City's main artery roads—Hillsboro Road—which in turn leads to major areas and highways such as Interstate I95, as well as other adjoining cities—Bo ca Raton, Coconut Creek, and Delray Beach, to name a few. Technically, SE 15th Avenue is an easy, direct route that leads residents to and from the Cove neighborhood and the City's commercial districts.

CLIMATE RESILIENCY

This project contributes to climate change, resilience, and the environmental criteria by constructing a new bridge that will be designed with environmentally sustainable, climate-resilient measures and materials and will accommodate the needs of the City's rapidly growing economy and population.

PHOTO 1

Rendering of New Bridge with Bicyclists and Pedestrian Paths



**PROJECT: COLLEGE PARK NEIGHBORHOOD STORMWATER PROJECT****AMOUNT REQUESTED: \$500,000.00****MATCHING FUNDS: \$1,820,000.00****PRIOR FUNDING: N/A*****PROJECT SUMMARY***

For years, chronic flooding has plagued the College Park Neighborhood located in Deerfield Beach because the existing stormwater infrastructure does not meet the current level of service standards to properly convey stormwater runoff. The City has received numerous flooding complaints from neighborhood residents after rain events. As a coastal City, Deerfield Beach is prone to storms and hurricanes; between 2020 and 2021, the neighborhood received an estimated 12 inches of water from storm events which caused flooding. The City did a stormwater and H & H study of the area, which determined that the current Level of Service could not withstand a 10-year, 24-hour storm. Improvements are needed to increase the capacity of the existing systems and add additional conveyance infrastructure (inlets/pipes) systems to improve drainage.

The Broward County Local Mitigation Strategy plan, which the City has adopted, identifies floods, storms, and hurricanes as hazards of significant concern to the City of Deerfield Beach for mitigation planning. The goal of the proposed project is to mitigate flooding conditions caused by natural hazards that affect transportation, property, and the general health and safety of the community. Due to budget constraints, funding through an Appropriation Request will allow the City to leverage public funds for the drainage improvements to provide health and safety and transportation protection to an estimated 4,000 College Park Neighborhood residents. The proposed project aims to upgrade the drainage system to meet the level of service standards to withstand a 10-year, 24-hour storm.

The City is seeking funding to hire a consultant to design, construct and install interconnected catch basins, conveyance pipes, and exfiltration trenches in the College Park Neighborhood at three distinct locations in Deerfield Beach to meet the level of service standards that will mitigate chronic flooding affecting transportation, property, and public health and safety. Inadequate drainage facilities will be removed and upgraded with a comprehensive drainage network capable of handling expected runoff from the area. The City would like the project completed in two phases where Phase 1 will involve design, engineering, and permitting, and Phase II will involve construction. The proposed scope of work for each of the three project locations is as follows:



2023 LEGISLATIVE AGENDA

SITE 1:

NW 3rd Avenue between NW 1st Street and Hillsboro Boulevard improvements involve the addition of enhanced drainage facilities, including inlets and exfiltration. Improper inlets and pipes will be removed and replaced with larger inlets and exfiltration.

SITE 2:

NW 4th Street, NW 3rd Court & NW 2nd Terrace improvements involve the addition of enhanced inlets, pipes, exfiltration, and replacement of improper exfiltration. The drainage system will also be connected to the infrastructure on NW 4th Street to NW 2nd Street via the addition of an enhanced exfiltration pipe and tying into an inlet on NW 2nd Terrace.

SITE 3:

NW 1st Terrace between NW 7th Court and NW 3rd Court improvements involve the addition of enhanced inlets and pipes with a tie-in to existing pipes at NW 5th Street and NW 1st Terrace, which discharge to dry retention pond.

The scope of work will also involve the reconstruction of swales to prevent run-off. The City intends to inspect and certify the installation of the drainage facilities and systems according to applicable permits, environmental laws, requirements, and specifications.

The City of Deerfield Beach submitted a sub-application to the Florida Division of Emergency Management ("FDEM") for the Federal Emergency Management Agency ("FEMA") FY 21 Hazard Mitigation Assistance grant. The grant is competitive, and a local match of 25% is required. The City's matching funds are \$500,000, which is being requested through an Appropriation request.

HIGHLIGHTS

The proposed project will protect the College Park Neighborhood in U.S. Census tract 103.07, which has an estimated population of 4,007. The proposed project will benefit the College Park Neighborhood, which encompasses a drainage area of approximately 148 acres.

**PROJECT: NW 45TH STREET & CRYSTAL LAKE DRIVE STORMWATER PROJECT****AMOUNT REQUESTED: \$2,294,082.00****MATCHING FUNDS: \$660,828.00****PRIOR FUNDING: N/A*****PROJECT SUMMARY***

The NW 45th Street and Crystal Lake Drive project will mitigate the severity and duration of flooding along NW 45th Street and Crystal Lake Drive to achieve a level of service standards to withstand a 10-year, 24-hour storm in the area. The scope of work consists of the construction of new and upgraded drainage infrastructure, including ditch bottom inlets, manholes, piping, and ex-filtration. The estimated project cost is \$2,294,082.

According to the City of Deerfield Beach Stormwater Capital Improvement Plan, NW 45th Street and Crystal Lake Drive is a problem area in desperate need of stormwater improvements. This area was identified as a priority capital project improvement area in the City's 2021 Stormwater Master Plan. The City is well aware of and has documented the frequent flooding in the area. Results from the Existing Conditions Assessment, performed under the Stormwater Management and Flood Resiliency Strategies Master Plan, validated these flooding reports. The goal of this effort is to develop a cost-effective and feasible engineering solution to address flooding from NW 45th Street between Crystal Lake Drive and the Military Trail problem area and the eastern section of Crystal Lake Drive. The problem area included Military Trail; however, improvements were confined to the mentioned City maintained roads (i.e., NW 45th Street and Crystal Lake Drive).

The City would like to develop a drainage improvement plan for the area that can be constructed in conjunction with future improvements to Military Trail to be performed by FDOT. The goal of this effort is to develop a cost-effective and feasible engineering improvement design for NW 45th Street and Crystal Lake Drive.

The City was awarded a grant through the Flood Mitigation Assistance (FMA) grant program, administered by the Florida Division of Emergency Management (FDEM) to fund the design cost. The City is requesting a State Appropriation request of \$2,294,082 for the construction cost associated with the NW 45th Street & Crystal Lake Drive Stormwater Project.

**HIGHLIGHTS**

The following implementation considerations are provided for this drainage improvement.

FLOOD BENEFIT

This improvement reduces the severity and duration of flooding in the problem area. Decreased peak stages were noted at locations reported to experience frequent flooding.

WATER QUALITY BENEFITS:

This improvement provides a water quality benefit by providing additional exfiltration, which increases stormwater infiltration, rather than discharging to receiving water body.

LAND ACQUISITION:

The improvements are proposed to be constructed in the City right of way or on City-owned property. Land or easement acquisition is not anticipated for this improvement.

PHOTO 1

Flat grading and lack of stormwater inlets looking east along Crystal Lake Drive

**PHOTO 2**

Flat grading and lack of stormwater inlets looking west along NW 45th Street.





PROJECT: RAILWAY FENCING (SW 10TH STREET TO SAMPLE ROAD)

AMOUNT REQUESTED: \$1,552,982.20

MATCHING FUNDS: NO



PROJECT SUMMARY

Deerfield Beach would like to install one mile of fencing and columns along the Florida East Coast (FEC) railway on Dixie Highway from SW 15th Street to Sample Road. The project aims to increase public safety by mitigating railway accidents and fatalities. The railway, which spans three miles within City limits, is ground level with no barrier and within proximity to residential neighborhoods and area schools. Pedestrians frequently walk on railroad tracks and fail to utilize the designated railway crossing to cross the track. The lack of a railway barrier has created a public safety issue. The Deerfield Beach community has expressed concerns. In 2020, the City installed a portion of the fencing, approximately one mile along Dixie Highway from Hillsboro Blvd. to SW 10th Street, utilizing the City's general funds. In FY 2023, the City anticipates the construction of one additional mile of fencing from SW 10th Street to SW 15th Street from funding through a Congressional "Community Project Funding" Appropriation request in the amount of \$750,000 secured by former Congressman Ted Deutch (D-FL). Funding through the State will allow the City to install the remaining one mile of fencing from SW 15th Street to the City line of Sample Road.

PUBLIC IMPACT

The project will benefit the Deerfield Beach community. The fencing will serve as a security measure/barrier to deter both children and adults from entering the tracks and facilitate proper crossing by ensuring that only the area designated for crossing the tracks is utilized by pedestrians. The project aligns with the City's commitment to developing infrastructure, facilities, and organizational capacity for a sustainable community.

Photos: Dixie Highway from Hillsboro Blvd. to SW 10th Street



**PROJECT: DEERFIELD BEACH WELL GENERATOR UPGRADES****AMOUNT REQUESTED: \$182,000.00****MATCHING FUNDS: NO*****PROJECT SUMMARY***

The City of Deerfield Beach Department of Environmental Services, water plant division is seeking funding to upgrade Well Generators seventeen (17) and eighteen (18) located at the Water Treatment Facility located at 290 Goolsby Boulevard. Both generators have reached the end of their useful and expected life. The City funding request of \$182,000.00 would allow for the preparation of engineering drawings. The design will encompass the upgrades that are needed, such as replacing the transfer switch, fuel tank, and Variable Frequency Drives.

The current generator transfer switch, fuel tank, and Variable Frequency Drives for generators 17 & 18 need to be brought up to industry standards and modified so that operation staff can see and remotely control the system via SCADA software and human-machine interfaces. This project will modify the current transfer switch so that real-time data can be collected regarding power consumption and the position of open and closed high-voltage breakers feeding the plant equipment. The current system consists of antiquated relays and timers that are highly susceptible to failure.

Current Florida Administrative Codes require all water treatment plants to have emergency power on standby with remote sensing capability to start and stop its generator when power is lost automatically. This project will bring the plant's transfer switch to industry standards and increase its reliability and decrease electrical shock hazards that potentially occur.

PUBLIC IMPACT

Completing this project will limit failures, increase reliability, and reduce contact between the transfer switch and staff.



CITY OF DEERFIELD BEACH
2023 STATE LEGISLATIVE AGENDA