



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
January 24, 2023
7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Special City Commission Meeting Minutes

Attachment: December 15, 2022

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes

Attachment: October 26, 2022

APPROVAL OF THE AGENDA

January 24, 2023

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/84571919114?pwd=Vi9lTGdyVHVlDNjFJQWdoQVhhbFNIQT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 845 7191 9114#

Participant ID: #

Passcode: 232045#

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. Certificate of Recognition presented by Captain Hofstein to BSO Law Enforcement staff.**

Sponsor: BSO - Law Enforcement

QUASI-JUDICIAL PUBLIC HEARINGS

- 2. P.H. 2023-029: Application 21-P-230 (Tabled from January 10, 2023)**

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

Proposal: Request to amend the plat note to add 38 total sleeping rooms from 312 (156 dwelling units equivalent) to 350 (175 dwelling units equivalent)

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

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: B'nai B'rith Plat Note

- 3. P.H. 2023-030: Application 21-RM15-65 (Tabled from January 10, 2023)**

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.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 4/5 vote of the City Commission

Sponsor: Department of Planning & Development Services

Attachment: B'nai B'rith Site Plan

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 APPOINTMENTS

- 4. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, confirming the election results for members to the Board of Trustees of the Municipal Firefighter's Pension Trust Fund; 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: Firemen's Pension Election Results

- 5. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Sharon Haynes to the Board of Trustees of the Municipal Firefighters' Pension Trust Fund; 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: Office of the City Clerk

Attachment: Firemen's Pension Board Appointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 6. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the settlement of all claims against the City in the litigation styled *Kevin Embres vs. City of Deerfield Beach*; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (Funds from Account #606-0900-519-37-70 - Risk Management/General Liability Legal)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Attorney

Attachment: Settlement Agreement

- 7. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Development Agreement with the owner of the Deerfield Station TOD Development to permit additional retail and personal services uses within the development; authorizing execution of the Amendment; 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 Planning & Development Services

Attachment: Deerfield Station TOD Development

- 8. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Piggyback Agreement with ParkMobile, LLC for parking payment system services at no cost, utilizing the terms of the City of Tampa's RFP #21111220 and agreement; providing for execution and an effective date. (Funds from Account #001-3008-545-39-37 - Bank Charges)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Public Safety

Attachment: ParkMobile, LLC

- 9. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending Resolution No. 2022/141 to approve and accept the best and final offer from ABB, Inc. in the amount of \$435,878.00 for the sole source purchase of main generator automatic switchgear upgrades for water plant operations to be partially funded from American Rescue Plan Act (ARPA) Funding; authorizing execution of a purchase agreement with ABB, Inc.; providing for execution, conflicts and an effective date. (*Fund from Account #413-5020-533-60-31 - Automatic Transfer Switch (ARP41327)*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: ABB, Inc.

- 10. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the expenditure with PeopleReady, Inc. for temporary staffing services for the Sustainable Management Department in an amount not to exceed \$200,000.00; providing an effective date. (*Funds from Account #450-4551-534-32-99 - Other Contractual Services*)**

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: PeopleReady, Inc.

DEPARTMENTAL BUSINESS

- 11. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a third work authorization with Coastal Protection Engineering, LLC and the Town of Hillsboro Beach for Phase II construction phase services for the Beach Renourishment Project in an amount not to exceed \$183,463.70 for the City's 50% share of the cost; providing for execution and an effective date. (*Funds from Account #001-4553-***

539-3299 - Other Contractual Services)

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: Coastal Protection Engineering, LLC

- 12. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the City Manager to enter into an Interlocal Agreement with the City of Boca Raton related to the City of Boca Raton's Bid No. 2023-06-FV, including the bid alternates, and the Joint Beach Renourishment Project to be performed in the City of Deerfield Beach; 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 Sustainable Management

Attachment: ILA with the City of Boca Raton

- 13. 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 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 an amount not to exceed \$6,000,000; providing for execution and an effective date. (*Funding to be determined*)**

Suggested Action: Defer until February 7, 2023

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

Sponsor: Department of Sustainable Management

Attachment: Great Lakes Dredge & Dock Company, LLC

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - February 7, 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.



Special Meeting Minutes City Commission

Thursday, December 15, 2022

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

Also Present: 3 – City Manager David Santucci
City Attorney Anthony Soroka
Assistant City Clerk Heather Montemayor

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF THE AGENDA

December 15, 2022

MOTION was made by Commissioner Preston, seconded by Vice Mayor Hudak, to approve the agenda as submitted. Voice Vote:

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

Nays: 0

DEPARTMENTAL BUSINESS

- 1. Resolution 2022/211 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of Invitation to Negotiate #22-41-PC for the sale of city property located at 1045 SW 11th Way to the top ranked firm, MBA Development Partners of Florida, LLC; approving the key business terms for the purchase and sale contract, which shall be subject to referendum approval; providing for implementation and an effective date.**

The Resolution was read by title only.

DEPARTMENTAL BUSINESS - CONTINUED

David Santucci, City Manager, said on December 6, 2022, the City Commission approved the ranking and recommendation of MBA Development Partners of Florida, LLC. During the meeting, staff stated that the negotiation of the key business terms is required to ensure appropriate ballot language was submitted to the Supervisor of Elections Office by the first day of qualifying. Thereafter, he thanked staff, Ken Krasnow, Colliers International, and MBA Development for their quick turnaround. Mr. Santucci said the key business terms will be highlighted this evening, as well as the ballot language, but the items will be voted on separately.

Mr. Krasnow displayed a brief presentation. Thereafter, he provided an overview of the item that was approved on December 6th. The key business terms include the property located at 1045 SW 11th Way, which is 3.75 acres; the seller is the City of Deerfield Beach and buyer is MBA Development Partners of Florida; the purchase price for the land is \$6.5 million plus an additional \$7.5 million for public improvements to area infrastructure and parks/community space. Currently, there is a \$105,000 deposit, which includes the \$25,000 ITN (Invitation to Negotiate) submittal and \$80,000 referendum deposit; whereas, an additional 5%, \$325,000, deposit that will be payable to the City within three business days of referendum approval. Additional key business terms include a due diligence period of 60-days from execution and approval of the Purchase and Sale Agreement; within 120-days of referendum approval, a site plan shall be submitted for approval; and closing will occur 60-days following the final, non-appealable site plan approval by the City of Deerfield Beach, as well as the final site plan and plat approvals. Lastly, Mr. Krasnow said the referendum language is based on the key business terms and project.

Commissioner Drosky asked that the Purchase and Sale Agreement include a better definition of public improvements and enhancements; a possible increase to the 5% deposit; and a public service announcement (PSA), especially regarding the additional \$7.5 million for public improvements/enhancements. Further, he suggested an additional deposit for community improvements.

Mr. Krasnow stated that there has been discussion regarding additional deposits especially with the \$7.5 million for community improvements, which will be outlined in the PSA.

In response to Commissioner Drosky's question, Mr. Krasnow replied that Mario Caprini is not the equity of the development group; whereby, MBA Partners is a joint venture between Robert Sherman, MBA, and Hensel Phelps Capital Partners. Further, Mr. Caprini is the spokesperson and partner in the project, but the majority of capital and equity for this project will come from Hensel Phelps.

In response to Commissioner Parness' question, Anthony Soroka, City Attorney replied that the \$7.5 million was not included as it is not the purchase price of the property, nor has the usage of funds been fully vetted; nevertheless, the public will be notified through various marketing strategies. Further, per State Law, there is a 75-word limit on ballot questions. Lastly, Mr. Soroka reiterated that the Purchase and Sale Agreement will outline more details and will be available for public inspection prior to the election.

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

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to approve Item 1, adopted Resolution 2022/211. Roll Call:

Prior to roll call, Mr. Soroka stated that the Commission is not approving the project this evening, nor will the Commission be approving the project during the approval of the Agreement; whereas, the project will go through the appropriate land use, zoning, and other processes.

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

Nays: 0

DEPARTMENTAL BUSINESS - CONTINUED

- 2. Resolution 2022/212 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, submitting to the City Electors a referendum question regarding the sale of approximately 3.75 acres of real property owned by the City located at 1045 SW 11th Way pursuant to Section 7.09(2) of the City Charter; providing for a referendum election to be held in conjunction with the regular municipal election on March 14, 2023; providing for requisite ballot language; providing a procedure for balloting; providing for notice; providing for implementation and an effective date.**

The Resolution was read by title only.

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

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Item 2, adopted Resolution 2022/212. Roll Call:

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

Nays: 0

COMMENTS BY ADMINISTRATION AND LEGAL**3. Discussion regarding the pier restaurant lease.**

David Santucci, City Manager, provided a brief PowerPoint presentation regarding the current pier restaurant lease. Thereafter, he thanked Kris Mory, Director of Economic Development for her assistance. He explained that the current lease expires on April 30, 2023 but has a five-year renewal option to continue operations. If the renewal is approved, he recommended renegotiating a new lease based on the current market. Another option is to explore the market further by releasing a competitive solicitation, which could include the current lessee, if desired. Mr. Santucci said if the Commission decides to explore other opportunities, he can terminate the lease on April 30th, or extend the lease for 180-days; nevertheless, if this option is chosen, there would be a transition period causing a short closure of the restaurant.

Furthermore, Mr. Santucci said based on restaurant patrons, current lessee, and area restaurateur input, the new lease could include the observation deck, allow a fixed roof over the outdoor boardwalk patio, and allow liquor sales. Thereafter, photographs were displayed of the current pier restaurant conditions, as well as the observation deck, which is a passive public amenity. The observation deck recently had a fixed roof upgrade that was funded by the Community Redevelopment Agency, \$153,000; whereby, there were four rentals in 2022, yielding \$2,000 in revenue. Thereafter, photographs were displayed of other restaurants throughout the County with elevated deck seating. The pros for elevated beachfront deck dining include: 1,311 square feet of additional restaurant space; activation will increase underutilized asset; lessee will be responsible for regular cleaning and maintenance; venue will enhance beach tourism destination; activation of the area will improve Crime Prevention Through Environmental Design (CPTED) compliance; and a larger overall service area will attract interest from more restaurateurs. The cons would be a reduction of passive public space, but public use could be incorporated into the lease agreement, and alteration of original intended use.

Continuing, Mr. Santucci displayed photographs of Oceans 234 and JB's fixed awnings. The pros of installing a fixed roof outdoors include: 740 square feet of outdoor dining space sheltered from weather; lessee being responsible for capital improvement, and regular cleaning/maintenance; venue will enhance beach tourism destination; more reliable use of outdoor service area will attract interest from more restaurateurs; and the structure will more clearly define the restaurant area. The con is there could be a potential alteration of the pier buildings original architectural style. Further, the pros for liquor sales include a greater restaurant revenue, lease rate; consistency with surrounding restaurants; and would attract a

COMMENTS BY ADMINISTRATION AND LEGAL - CONTINUED

wider variety of restaurants. The con would be the perception of liquor service not being consistent with a family friendly amenity. Lastly, Mr. Santucci asked for direction on whether the Commission would like to renew the lease or test the market and possibly include the observation deck in restaurant, allow fixed roof over boardwalk patio, and/or allow liquor sales.

In response to Commissioner Parness' question, Mr. Santucci replied that some of the equipment, i.e. walk in refrigerator is owned by the City.

Commissioner Parness spoke in support of exploring the market, as he wants to stay competitive. Further, he spoke in favor of the covered patio and enhancing the restaurant. Lastly, he asked if parking will be expanded.

Mr. Santucci replied not at this time, as the City is limited in real estate.

Commissioner Preston spoke in support of renewing the lease and allowing them the option to include the fixed awning, observation deck and sale of liquor. Thereafter, he commented on the approval of the original lease agreement, which did not allow a lot of options. Further, Commissioner Preston said the parking lot, which was originally for pier fishermen, was recently redone and spaces were eliminated; therefore, he does not believe parking can be expanded.

Vice Mayor Hudak commended the current lessee but spoke in support of exploring the market with the addition of the fixed awning and observation deck but not the sale of liquor, as Deerfield is a family-friendly beach. He also asked for the hours of operation for the restaurant and the probable outcome for a citation.

Mr. Santucci replied that upon direction of the City Commission, staff would move forward with getting a competitive solicitation out, but the process would not be completed, negotiated, and awarded by April 30th; however, the 180-day extension would provide continuity of operations.

Vice Mayor Hudak reiterated his support of exploring the market and extending the current lease for 180 days.

Commissioner Drosky said he has no issue with the current lessee but spoke in support of exploring the market with the addition of the fixed awning, observation deck and liquor sales; whereas, the current lease cannot be renewed with those additional terms.

Mayor Ganz disagreed with the current lessee not having options, as the rules were the rules. He explained that the original renderings included a grab and go concept, which is not what the City got. Mayor Ganz said he is not opposed to liquor sales and although it was never the intention to compete with Ocean's 234 and JB's, times have changed. Further, he spoke in support of the current lessee having the opportunity to bid on the project and agreed with allowing an awning for outdoor seating. Mayor Ganz expressed concerns with including the observation deck but suggested allowing the restaurant to use the area for special occasions. Lastly, he reiterated his support for exploring the market and including the fixed awning and liquor sales.

Commissioner Preston agreed that rules are rules, but the current lessee wanted additional amenities, i.e. an outdoor awning, which was not possible at that time, and reiterated his support to include the additional amenities.

Vice Mayor Hudak said if the proper vendor is chosen, he would not be opposed to liquor sales.

Mayor Ganz said although direction has been given regarding the pier lease, he said additional discussion will be needed for the parking.

Mr. Santucci advised that he has enough information to finalize a request for proposals, but would like to have additional discussions with the Mayor regarding creative ways to preserve the public use of the observation deck; nevertheless, items can be changed/updated throughout the process based on additional feedback from the Commission and restaurateurs. Further, he understands the concerns regarding the

COMMENTS BY ADMINISTRATION AND LEGAL - CONTINUED

liquor sales, but will highly depend on the quality of the restaurateur. Mr. Santucci reminded the Commission that it is a city facility, so enforcement mechanisms can be implemented. He reiterated that changes can be made throughout the process, and as components are added to the RFP it will provide a better understanding of the restaurateur's proposal and proposed revenue.

In response to Mayor Ganz's question, Anthony Soroka, City Attorney, replied that the lease will expire unless it's renewed, which can be done by the City Manager, so he is seeking input on whether that's the Commission's desire. Further, the Commission does not approve the RFP documents prior to them being released, but general direction and input has been given as to what should be included. Thereafter, he provided a brief overview of the RFP process.

In response to Commissioner Parness' question, Mayor Ganz replied that businesses who do not have adequate parking have a parking agreement with the garage.

Commissioner Parness suggested that information be added to the RFP.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to adjourn the meeting at 8:10 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Heather Montemayor, CMC, Assistant City Clerk

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
October 26, 2022**

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

Also Present: Debra Reese, Assistant City Attorney
Bonnie Jacobson, Senior Planner
Rafaela Thermidor, Planner
Tracy Britten, Administrative Support Specialist

Absent: Harry Belton, Chair
Patrick Morris

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Hugentugler made a motion, seconded by Mr. Damiano to approve the October 12, 2022 meeting minutes as submitted. The motion CARRIED by unanimous vote.

Ms. Ellington was not present.

NEW ITEMS

**#7036 Zion Lutheran Church (Continued from October 12, 2022)
959 SE 6th Avenue
Minor Site Plan – Roof Change**

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

As requested, the applicant provided samples of the proposed roof materials.

Mr. Damiano questioned how much of the roofing material will cover the vertical walls of the building.

Ms. Ellington arrived at 7:08 p.m.

Discussion ensued regarding the roofing material in relation to the existing architecture of the building.

Debra Reese, Assistant City Attorney, provided clarification on what the Board is able to rule on, explaining that the application is only for the material of the roof, not the architecture or structure of the building. Furthermore, the structure of the roof is not within the Board's purview.

Ms. Jacobson said the Board can ask the applicant to use a different material for the side of the building, but they cannot request the applicant redesign the building.

Mr. Damiano made a motion, seconded by Ms. Ellington to approve Item #7036 as submitted. YEAS: Ms. Ellington, Mr. Hugentugler, Vice Chair Glunt. NAYS: Mr. Damiano. The motion CARRIED by 3 - 1 vote.

**#7026 Deerfield Centre
700-708 South Federal Highway
Master Sign Plan**

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

The applicant provided the proposed master sign plan for a small shopping center. The standard color for all signage will be red. The plan will allow for a standard mounting of signage and create a more uniform look throughout.

Ms. Jacobson advised there will be a few nationally trademarked tenants with different colored signage to allow for variety other than red.

The applicant advised that the monument sign will remain unchanged.

Ms. Jacobson clarified that changes to the monument sign are not required for a master sign plan application. If the applicant chooses to alter the monument sign in the future, it will require the Board's approval as an amendment to the plan. The current monument sign is an existing legal non-conforming sign.

Vice Chair Glunt requested that the criteria for the monument sign be addressed in the plan as existing.

Mr. Hugentugler made a motion, seconded by Ms. Ellington to approve Item #7026 with the stipulation that the existing non-conforming monument sign not be included in the plan and any future modifications will need Board approval. YEAS: Ms. Ellington, Mr. Hugentugler, Mr. Damiano. NAYS: Vice Chair Glunt. The motion CARRIED by 3 - 1 vote.

REPORTS

Comments by Deerfield Beach City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

None.

ADJOURNMENT

Vice Chair Glunt adjourned the meeting at 7:48 p.m.

Harry Belton, Chair
Community Appearance Board



Regular City Commission Meeting - January 24, 2023

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, January 24, 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 January 24, 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 January 24, 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 January 24, 2023.
 - i.** Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/84571919114?pwd=Vi9lTGdyVHVkdjFJQWdoQVhnbFNIQT09>
 - 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: 845 7191 9114#, Participant ID: #, Passcode: 232045#

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 January 24, 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. 2023-1577

Agenda Date: 1/24/2023

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2023-029: Application 21-P-230 (*Tabled from January 10, 2023*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The applicant, B'nai B'rith of Deerfield Beach II Inc., has submitted an application requesting approval to amend the plat note restriction found in Official Records Book 44008 Page 646 which restricts Tract "A" to the following:

THIS PLAT IS RESTRICTED TO A SPECIAL RESIDENTIAL FACILITY, CATEGORY (3) AS DEFINED BY THE BROWARD COUNTY LAND USE PLAN AND AN EXISTING 16,000 SQUARE FOOT YOUTH AUTOMOTIVE TRAINING FACILITY. THE SPECIAL RESIDENTIAL FACILITY, CATEGORY (3) CONTAINS 312 SLEEPING ROOMS (156 DWELLING UNIT EQUIVALENTS) WHICH INCLUDES AN EXISTING MANAGER'S UNIT.

THE SPECIAL RESIDENTIAL FACILITY IS FURTHER RESTRICTED TO PERSONS 62 YEARS OF AGE OR OLDER WITH A TOTAL FAMILY INCOME OF EIGHTY (80) PERCENT OR LESS OF THE MEDIAN INCOME OF BROWARD COUNTY ACCORDING TO THE CURRENT STANDARD OF METROPOLITAN STATISTICS OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

The proposed plat note amendment will now include:

THE PLAT IS RESTRICTED TO A SPECIAL RESIDENTIAL FACILITY, CATEGORY (3) AS DEFINED BY BROWARD COUNTY LAND USE PLAN AND A 16,000 SQUARE FOOT YOUTH AUTOMOTIVE TRAINING FACILITY. THE SPECIAL RESIDENTIAL FACILITY, CATEGORY (3) CONTAINS 350 SLEEPING ROOMS (175 DWELLING UNIT EQUIVALENTS) WHICH INCLUDE A MANAGER'S UNIT.

The proposed change is to allow the property to operate at 350 sleeping rooms. This is the total number of bedrooms and not the total number of units on the property. The total number of units is 271 existing and 62 proposed for a total of 333 units. The total number of sleeping rooms is 272 existing and 349 proposed. The site currently has development rights for 42 sleeping rooms and is therefore requesting 35 bonus sleeping rooms in a separate application (21-RM15-65). As this is a special residential facility, and bonus sleeping rooms are the preferred method by Broward County for granting new residential units. Additionally, Broward County has commented to the applicant to

round up their request from 349 to 350 and to remove the 2nd sentence of the plat note as the first sentence already states the use of a special residential facility and therefore the description is not necessary.

The approval of this plat is part of the required building approval process. Per Broward County platting requirements, no local government may grant an application for a building permit for the construction of a principal building on a parcel of land unless a plat, including the parcel for the permit, has been approved by the Broward County Commission and recorded in the public records. The County requires approval from the City as part of their approval process for the plat.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

On December 6, 2022 the item was heard and approved by the Planning & Zoning Board.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE PLAT APPLICATION SUBMITTED BY B'NAI B'RITH APARTMENTS OF DEERFIELD BEACH II, INC., TO AMEND THE PLAT NOTE FOR THE 4.2 ACRE SITE LOCATED AT 255 SW 3RD AVENUE, WITHIN THE RM-15 RESIDENCE MULTIFAMILY ZONING DISTRICT, TO INCREASE THE NUMBER OF SLEEPING ROOMS FROM 312 TO 350 (APPLICATION NO. 21-P-230); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 21-P-230 (the "Plat Application") has been submitted to the City by B'nai B'rith Apartments of Deerfield Beach II, Inc. (the "Applicant") to amend the plat note for the 4.2 acre parcel located at 255 SW 3rd Avenue, within the RM-15 Residence Multifamily Zoning District, to increase the number of sleeping rooms from 312 to 350 sleeping rooms (the "Development"); and

WHEREAS, the site for the Development is approximately 4.2 net acres legally described as a portion of Tract "A" of Plat 128 Page 46, as more particularly described in the file and located at 255 SW 3rd Avenue, Deerfield Beach, Florida (the "Property"); and

WHEREAS, the Plat Application is being processed concurrently with a Major Site Plan Application (21-RM15-65) to redevelop a retention area and existing parking lot to construct a new 62 mid-rise unit apartment building with associated site improvements on the Property; and

WHEREAS, the proposed apartment building would be the fourth building on the Property, with all units being affordable senior living units; and

WHEREAS, the Plat Application for the Development was reviewed by pertinent City staff and recommended for approval by the Planning & Zoning Board on December 6, 2022; and

WHEREAS, the City Commission has considered the evidence and testimony presented by the Applicant and other interested parties and the recommendations of the various City of Deerfield Beach review agencies and staff; and

WHEREAS, the City Commission has determined that the Plat Application meets all departmental and Land Development Code requirements and finds it in the best interest of the City to approve the Plat Application.

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 Plat Application is hereby approved, subject to the conditions set forth in the Plat Application and the Development Review Comments, as amended and dated November 11, 2022, which conditions are hereby incorporated herein by this reference.

Section 3. All resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 4. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, ASSISTANT CITY CLERK

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING THE PLAT APPLICATION SUBMITTED BY B'NAI B'RITH APARTMENTS OF DEERFIELD BEACH II, INC., TO AMEND THE PLAT NOTE FOR THE 4.2 ACRE SITE LOCATED AT 255 SW 3RD AVENUE, WITHIN THE RM-15 RESIDENCE MULTIFAMILY ZONING DISTRICT, TO INCREASE THE NUMBER OF SLEEPING ROOMS FROM 312 TO 350 (APPLICATION NO. 21-P-230); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 21-P-230 (the "Plat Application") has been submitted to the City by B'nai B'rith Apartments of Deerfield Beach II, Inc. (the "Applicant") to amend the plat note for the 4.2 acre parcel located at 255 SW 3rd Avenue, within the RM-15 Residence Multifamily Zoning District, to increase the number of sleeping rooms from 312 to 350 sleeping rooms (the "Development"); and

WHEREAS, the site for the Development is approximately 4.2 net acres legally described as a portion of Tract "A" of Plat 128 Page 46, as more particularly described in the file and located at 255 SW 3rd Avenue, Deerfield Beach, Florida (the "Property"); and

WHEREAS, has reviewed the Plat Application and finds that the Plat Application fails to satisfy the requirements of _____.

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 Plat Application is hereby denied based upon the failure to meet the requirements of _____.

Section 3. All resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 4. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, ASSISTANT CITY CLERK



PUBLIC HEARING NOTICE

January 13, 2023

Dear Property Owner:

This is to notify you that the CITY COMMISSION of the City of Deerfield Beach, a municipal corporation of Florida, shall hear an application for:

P.H. 2023-029: Application: 21-P-230

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

Proposal: Request to amend the plat to add 38 total sleeping rooms from 312 (156 dwelling units equivalent) to 350 (175 dwelling units equivalent)

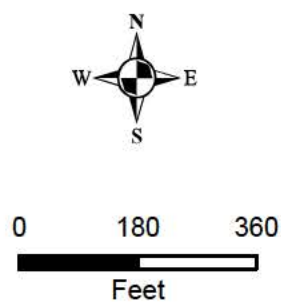
Location: The property is generally described as a portion of Tract "A" of Plat 128 Page 46 **and located at 255 SW 3rd Avenue.**

A public hearing will be held on **TUESDAY, JANUARY 24, 2023 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

At said meeting interested persons may appear and be heard with respect to the public hearing. Any person who decides to appeal any decision made by the City Commission with respect to any matter considered at this hearing would need a record of the proceedings. And for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The above notice is required by State Law (FS 286.0105). **Any person desiring a verbatim transcript shall have the responsibility, at his own expense, to arrange for the presence at the hearing of a certified court reporter.** A full transcript of the proceedings will be needed to appeal any decision of the City Commission.

Any person requiring auxiliary aids and services at this hearing may contact the City Clerk's Office at (954) 480-4213 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

Samantha Gillyard, CMC, City Clerk





Development Review Committee

Summary Report

Development Plan Application Review

General Information

Application No.	21-P-230
Project Name:	B'nai B'rith of Deerfield Beach Phase IV
Applicant:	KEITH
Agent:	B'nai B'rith of Deerfield Beach II Inc.,
Requested Action/Description:	Request to amend the plat note The Plat to add 38 total sleeping rooms from 312 (156 dwelling units equivalent) to 350 (175 dwelling units equivalent)
Location:	255 SW 3 rd Avenue
Legal Description:	The property is generally described as a portion of Tract "A" of Plat 128 Page 46
Size:	4.2 net acres (185,657 square feet)
Existing Zoning:	RM-15 (Residence Multi-Family)
Existing Use:	Vacant
Future Land Use Plan Designation:	Residential Medium
Surrounding Land Use and Zoning:	
<u>Existing Land Use:</u>	<u>Zoning:</u>
North: Recreation Open Space	S (Open Space)
East: Residential Moderate	RS-7 (Residence, Single-Family)
South: Residential Medium	RM-15 (Residence, Multi-Family)
West: Residential Medium	RM-15 (Residence, Multi-Family)
Applicable Regulations:	City of Deerfield Beach Land Development Code
Plat Restrictions:	Proposed Plat is "restricted special residential facility"

Department Comments & Requirements

REQUEST:

The applicant, B'nai B'rith of Deerfield Beach II Inc., has submitted an application requesting approval to amend the plat note restriction found in Official Records Book 44008 Page 646 which restricts Tract "A" to the following:

THIS PLAT IS RESTRICTED TO A SPECIAL RESIDENTIAL FACILITY, CATEGORY (3) AS DEFINED BY THE BROWARD COUNTY LAND USE PLAN AND AN EXISTING 16,000 SQUARE FOOT YOUTH AUTOMOTIVE TRAINING FACILITY. THE SPECIAL RESIDENTIAL FACILITY, CATEGORY (3) CONTAINS 312 SLEEPING ROOMS (156 DWELLING UNIT EQUIVALENTS) WHICH INCLUDES AN EXISTING MANAGER'S UNIT.

THE SPECIAL RESIDENTIAL FACILITY IS FURTHER RESTRICTED TO PERSONS 62 YEARS OF AGE OR OLDER WITH A TOTAL FAMILY INCOME OF EIGHTY (80) PERCENT OR LESS OF THE MEDIAN INCOME OF BROWARD COUNTY ACCORDING TO THE CURRENT STANDARD OF METROPOLITAN STATISTICS OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

The proposed plat note amendment will now include:

THE PLAT IS RESTRICTED TO A SPECIAL RESIDENTIAL FACILITY, CATEGORY (3) AS DEFINED BY BROWARD COUNTY LAND USE PLAN AND A 16,000 SQUARE FOOT YOUTH AUTOMOTIVE TRAINING FACILITY. THE SPECIAL RESIDENTIAL FACILITY, CATEGORY (3) CONTAINS 350 SLEEPING ROOMS (175 DWELLING UNIT EQUIVALENTS) WHICH INCLUDE A MANAGER'S UNIT.

BACKGROUND:

The proposed change is to allow the property to operate at 350 sleeping rooms. This is the total number of bedrooms and not the total number of units on the property. The total number of units is 271 existing and 62 proposed for a total of 333 units. The total number of sleeping rooms is 272 existing and 349 proposed. The site currently has development rights for 42 sleeping rooms and is therefore requesting 35 bonus sleeping rooms in a separate application (21-RM15-65). As this is a special residential facility, and bonus sleeping rooms are the preferred method by Broward County for granting new residential units. Additionally, Broward County has commented to the applicant to round up their request from 349 to 350 and to remove the 2nd sentence of the plat note as the first sentence already states the use of a special residential facility and therefore the description is not necessary.

The approval of this plat is part of the required building approval process. Per Broward County platting requirements, no local government may grant an application for a building permit for the construction of a principal building on a parcel of land unless a plat, including the parcel for the permit, has been approved by the Broward County Commission and recorded in the public records. The County requires approval from the City as part of their approval process for the plat.

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan: Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The

Future Land Use (FLU) Map designation identifies the site as Residential Medium. The proposal is consistent with the goals, objectives and policies of the Deerfield Beach Comprehensive Plan.

2. Land Development Requirements: The applicant is requesting variances and additional bonus sleeping rooms under a separate application (21-RM15-65).
3. Transportation Concurrency Requirements: The proposed development does not meet the threshold of 500 trips per day to meet the need for concurrency requirements.

SUMMARY:

Staff's review of application 21-P-230 has found that the proposed plat is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan and the Land Development Code.

This report contains the requirements of the Deerfield Beach Development Review Committee members relative to this site development plan application. If there are any questions or issues regarding compliance with any of the requirements in this report, the respective department should be contacted directly.



For Office Use Only
Application No. _____
Submittal Date: _____

ATTACHMENT F

APPLICATION FOR PLAT OR PLAT NOTE AMENDMENT

Pursuant to Code Section 98-12.

Application Type (Check applicable box)

☐ Plat Approval

☒ Plat Note Amendment

COMPLETE ALL SECTIONS OF APPLICATION LEGIBLY.
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

An application must be deemed complete and in compliance with the Land Development Code by Staff prior to the items being scheduled for public hearing.

REQUIRED SUBMITTALS

All of the following items must be submitted to be deemed a complete application (*documentation may be provided with the development plan application requirements in Attachment A*):

- ☒ **Complete Application** (including Development Plan Application Form)
- ☒ **Application Processing Fee** (See fee schedule)
- ☒ **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.
- ☒ **Disclosure Affidavit** for all owners, representatives, and applicants for the project that will be speaking on behalf of the application.
- ☒ **Agent Authorization Letter** if applicable, authorizing the applicant/agent to act on all property owners' behalf.
- ☐ **Public Notice Requirements** (for applications requiring City Commission approval only) as required by the provisions set forth in Code Section 98-35(1).
- ☒ **(5) 24"x 36", (1) 11"x17", & (1) Electronic Copy of Current Boundary Survey** (*12 months or less*) signed and sealed by a Florida registered surveyor of the subject property, containing the information required by Code Section 98-13(b)(8)(b).
- ☐ **(5) 24"x 36", (1) 11"x17", & (1) Electronic Copy of Proposed Plat** consistent with requirements set forth in Article IX Division 3 of the Broward County Land Development Code.
- ☒ **One (1) Digital CD** of required submittals listed above must be provided.
- ☒ **Other Information** may be required as determined by staff.

PROPOSED NOTE AMENDMENT (To be completed for plat note amendment applications only.)

Existing Plat Note: This plat is restricted to a Special Residential Facility, Category (3) as defined by the Broward County Land Use Plan and an existing 16,000 square foot youth automotive training facility. The Special Residential Facility, Category (3) contains 312 sleeping rooms (156 dwelling unit equivalents) which includes an existing manager's unit.

The Special Residential Facility is further restricted to persons 62 years of age or older with a total family income of eighty (80) percent or less of the median income of Broward County according to the current standard of metropolitan statistics of the United States Department of Housing and Urban Development

Proposed Plat Note: This Plat is restricted to a Special Residential Facility, Category (3) as defined by Broward County Land Use Plan and a 16,000 square foot youth automotive training facility. The Special Residential Facility, Category (3) contains 350 sleeping rooms (175 dwelling unit equivalents) which includes a managers unit.

****Public Notice and Advertising Requirements****

Pursuant to Code Section 98 35(1), prior to any public hearing of the city commission for a development permit as described in section 98 12 of this Code, the applicant shall provide proper notification to the public in compliance with this section and all applicable county, state and federal law.

October 25, 2022

City of Deerfield Beach

RE: B'NAI B'RITH Apartments IV
KEITH Project No. 10912.00

KEITH, on behalf of the applicant (B'NAI B'RITH of Deerfield Beach II Inc.) submit applications for a Development Plan approval and Plat Note Amendment for the property located at 255 SW 3rd Avenue within the City of Deerfield Beach. The property is currently zoned as Multi-Family Residence (RM-15). The City's Land Use map designates the property as Medium Density Residential (15 DU/AC). The property currently comprises a parcel totaling approximately 3.547 acres and features the Existing B'nai B'rith II Facility.

The B'nai B'rith Campus features three existing phases of age/income restricted apartments. The proposed development plan (BB-IV) is to split the existing parcel and develop the vacant space as phase #4. The proposed phase #4 will consist of a four-story age/income restricted Special Residential Facility with a 67,825 SF building consisting of 62 total units (38.5 Dwelling Unit Equivalents).

The existing plat (PB 128, PG 46) includes an amended plat note restriction (ORB44008 / PG 646) which restricts development on Tract 'A' to:

This plat is restricted to a Special Residential Facility, Category (3) as defined by the Broward County Land Use Plan and an existing 16,000 square foot youth automotive training facility. The Special Residential Facility, Category (3) contain 312 sleeping rooms (156 dwelling unit equivalents) which includes an existing manager's unit.

The Special Residential Facility is further restricted to persons 62 years of age or older with a total family income of eighty (80) percent or less of the median income of Broward County according to the current standard of metropolitan statistics of the United States Department of Housing and Urban Development.

Below is a breakdown of the existing three phases of the B'nai B'rith Development. These existing phases account for 272 sleeping rooms (136 dwelling unit equivalents) within the existing plat note restriction.

Project	Units	Dwelling Unit Equivalents	Sleeping Rooms
Existing BB-I	99 (One-Bed) / 1 (Two-Bed) 100 Total	50.5	101
Existing BB-II	83 (One-Bed)	41.5	83
Existing BB-III	88 (One-Bed)	44	88
Sub-Total Existing	271 Units	136 Equivalents	272 Sleeping Rooms
Proposed BB-IV	47 (One-Bed) / 15 (Two-Bed) 62 Total	38.5	77
Total	333 Units	174.5 Equivalents	350 Sleeping Rooms

The proposed BB-IV development will include 62 total units (47 one-bed units and 15 two-bed units) which equals 77 sleeping rooms (38.5 dwelling unit equivalents). The request for plat-note amendment will seek to increase the restrictive language:

- From 312 sleeping rooms (156 dwelling unit equivalent)
- To 350 sleeping rooms (175 dwelling unit equivalent). Confirmed by Broward County.

Site Plan Requirements – Per Chapter 98, Article II, Section 98-17

- *Adequacy of local transportation network.* Local street shall have adequate capacity, safe and efficient traffic circulation, and appropriate functional classification to serve the proposed development. Adequate capacity and safe and efficient traffic circulation shall be determined by using existing and site-specific traffic studies, the city's comprehensive plan, and accepted applicable traffic engineering standards.

Response: The proposed development is anticipated to have minimal impact to the local transportation network as it is expected to generate less than 500 trips per day. The applicant has provided a traffic impact statement.

- *Adequacy of regional road network.* The regional road network shall be adequate to serve the proposed development. The proposed development shall not be deemed to satisfy this requirement unless one of the following conditions exist:

Response: The proposed development is anticipated to have minimal impact to the regional transportation network as it is expected to generate less than 500 trips per day. The applicant has provided a traffic impact statement. Broward County will review traffic impact on SW 3rd Avenue at the time of plat note amendment.

- Stormwater Management.

Response: All stormwater will be treated pursuant to the City's Land Development Code. Design calculations will be provided showing the adequacy of the proposed stormwater management system.

- *Potable Water.* Adequate potable water shall be provided for the needs of the proposed development consistent with this Code and the City of Deerfield Beach Comprehensive Plan.

Response: Acknowledged. The applicant will submit water/sewer capacity demand calculations during site plan approval.

- *Wastewater.* Adequate wastewater services shall be provided for the needs of the proposed development consistent with this Code in the Comprehensive Plan.

Response: Acknowledged. The applicant will submit water/sewer capacity demand calculations during site plan approval.

- *Solid waste.* Adequate solid waste collection facilities and services shall be obtained by the applicant through the department of sustainable management.

Response: The development team has designed the site for adequate solid waste collection and circulation. A separate designated trash enclosure has been designed for the BB-IV development and is depicted on the Site Plan SP-101.

- *Fire and fire rescue protection.* Fire and fire rescue protection services shall be adequate to protect people and property in the proposed development.

Response: The development team has designed the site for adequate fire/emergency access



and circulation according to the City of Deerfield Beach Fire Department requirements. A fire access plan has been submitted showing the required 20-foot clear fire circulation path with 38' inside and 50' outside turning radii. Existing and Fire hydrant locations are shown on the plan.

- *Police protection.* Police protection services shall be adequate to protect people and property in the proposed development. The development shall provide improvements to minimize the risk to public safety and assure adequate police protection.

Response: This project is considered to be an infill development. The urban nature and design of the building and proposed site will promote the principles of Crime Prevention Through Environmental Design (CPTED) to help foster adequate policing and prevention of criminal activities.

- *Communications network.* Building and structures shall not interfere with the City of Deerfield Beach and Broward County public safety communication network. Development shall be modified to accommodate the needs of the City of Deerfield Beach and Broward County public safety communication network.

Response: Comment Acknowledged.

- *Protection of air navigation.* No development shall include a structure, or alteration thereof, that is subject to the notice requirements of Federal Aviation Regulations (FAR) Part 77, Subpart B.

Response: The development is not anticipated to have any impact to the FAA Height Restrictions as this development is not located within any zone of impact.

- *Adequacy of local parks and recreation facilities.* Land suitable for residential development pursuant to the applicable land development regulations shall be designed to provide for the park, open space, and recreational needs of the future residents of the developed area.

Response: The applicant believes there is adequate local parks and recreation and is aware that impact fees may need to be satisfied.

- *Platting.* The platting requirements as set forth in the city's adopted comprehensive plan and Broward County Land Use Plan have been met.

Response: The Site is currently platted; however, a plat note amendment is anticipated and will be processed concurrently with this site plan application. Applicant will delineate the BB-IV without re-platting in the same manner as the previous three phases.

- The development permit is consistent in all respects and satisfies the requirements of the Deerfield Beach Comprehensive Plan.

Response:

Policy FLU 1.1.9: The City shall continue to provide for a variety of housing densities in the Future Land Use Plan.

Policy FLU 1.3.2: In accordance with the South Florida Regional Planning Council's Strategic Regional Policy Plan, the City shall promote increased use of mixed densities and housing product types within residential zoning and individual parcels to encourage the planning and construction of a greater diversity of housing choices.



GOAL FLU 8.0: Promote and implement appropriate land uses and development patterns consistent with smart growth principles, (as defined by the Smart Growth Network and listed below), to maximize natural and socioeconomic resources, and to preserve and improve the health, safety and welfare of the City's residents and visitors.

- **Compatibility.** The proposed development must be compatible with adjacent and neighboring uses and zoning, preserve the character within 500 feet of the proposed development, public and private schools. The proposed development shall include improvements or modifications either on-site or within the public rights-of-way to mitigate adverse impacts, such as traffic, noise, odors, shadow, scale, visual nuisances, or other similar adverse effects to adjacent neighborhoods.

Response: The proposed use is compatible with the adjacent uses. The site is bounded by single-family residential properties to the east, multi-family residential to the south and west, and open space to the north. The proposed development is similar to the previous B'nai B'rith Development Phases in terms of scale, style, and use.

- **Required right-of-way dedications.** All developments which contain property designated by the Broward County Trafficways Plan and the delineated by the Broward County Trafficways plan and the delineated trafficways plan approved by the county commission, pursuant to the Broward County Land Development Code, shall be conveyed to the public by dedication on the face of any plat, or by warranty or easement deed, if the development permit is not a plat or if such instruments are found acceptable by the city attorney for the City of Deerfield Beach.

Response: It is not anticipated that any further ROW dedication will be needed for SW 3rd Avenue or SW 2nd Street. SW 3rd Avenue is designated as an 80-foot County Collector Roadway, per the Broward County Trafficways Map. Per the existing Plat, 40 feet has been dedicated on the western half of the SW 3rd Ave right-of-way. SW 2nd Street is a local street, per Broward County Trafficways Map, and is shown as a 50-foot ROW, per Broward County ROW Maps.

- **Adequacy of schools.** The city shall not approve an application for a residential plat, replat, plat note amendment, findings of adequacy, or any residential site plan application that generates one or more students, (or is not exempt or vested from the requirements of public-school concurrency), until the school board has reported that the school concurrency requirement has been satisfied, and the city has determined that the application is consistent with this Code and the city's Comprehensive Plan.

Response: The Proposed Development is age-restricted; therefore, it is not anticipated that the development will generate any additional students.

Respectfully submitted,

Michael Amodio

Michael Amodio, AICP

Planner

Office: 954.788.3400

Email: MAmodio@keithteam.com

www.KEITHteam.com

CC: Steven Hydinger, BREC Development



Michael Amodio

From: Da Luz, Karina <KDALUZ@broward.org>
Sent: Wednesday, February 24, 2021 10:59 AM
To: Michael Amodio
Cc: Sarah Pardue
Subject: RE: 255 SW 3rd Avenue - Deerfield Beach - 10912.00 - Plat Note Amendment Language

Hi Michael,

Thank you for providing the plat information and proposed language, that really helps.

Please round up the equivalent number of units to 175.

Regards,
Karina

* ePermits: For fast service, file your applications online using [ePermits](#). Escape the line and embrace your time! *



KARINA DA LUZ, PLANNING SECTION SUPERVISOR
Environmental Protection and Growth Management Department

PLANNING AND DEVELOPMENT MANAGEMENT DIVISION

1 N. University Drive, #102A | Plantation, FL 33324

kdaluz@broward.org | 954.357.6623

Broward.org/Planning | [#BrowardNEXT](#) | [ePermits](#) |

[PLEASE REVIEW OUR UPDATED DEVELOPMENT & ENVIRONMENTAL REVIEW GUIDE](#)

[Click here](#) to conduct your Government Center West (Plantation) business electronically.

From: Michael Amodio <MAmodio@keithteam.com>
Sent: Wednesday, February 24, 2021 9:23 AM
To: Da Luz, Karina <KDALUZ@broward.org>
Cc: Sarah Pardue <spardue@keithteam.com>
Subject: RE: 255 SW 3rd Avenue - Deerfield Beach - 10912.00 - Plat Note Amendment Language

External Email Warning: This email originated from outside the Broward County email system. Do not reply, click links, or open attachments unless you recognize the sender's **email address** (not just the name) as legitimate and know the content is safe. Report any suspicious emails to ETSSecurity@broward.org.

Good Morning Karina!!

A little background information as well....

Project Folio Number: 484201250011

Site Address: 255 SW 3rd Avenue, Deerfield Beach FL 33441

The B'nai B'rith Campus features three existing phases of age/income restricted apartments. The proposed development plan (BB-IV) is to split the existing parcel and develop the vacant space as phase #4. The proposed phase #4 will consist

of a four-story age/income restricted Special Residential Facility with a 67,825 SF building consisting of 62 total units (38.5 Dwelling Unit Equivalents).

The existing plat (PB 128, PG 46) includes an amended plat note restriction (ORB44008 / PG 646) which restricts development on Tract 'A' to:

This plat is restricted to a Special Residential Facility, Category (3) as defined by the Broward County Land Use Plan and an existing 16,000 square foot youth automotive training facility. The Special Residential Facility, Category (3) contains 312 sleeping rooms (156 dwelling unit equivalents) which includes an existing manager's unit.

The Special Residential Facility is further restricted to persons 62 years of age or older with a total family income of eighty (80) percent or less of the median income of Broward County according to the current standard of metropolitan statistics of the United States Department of Housing and Urban Development.

Below is a breakdown of the existing three phases of the B'nai B'rith Development. These existing phases account for 272 sleeping rooms (136 dwelling unit equivalents) within the existing plat note restriction.

Project	Units	Dwelling Unit Equivalents	Sleeping Rooms
Existing BB-I	99 (One-Bed) / 1 (Two-Bed) 100 Total	50.5	101
Existing BB-II	83 (One-Bed)	41.5	83
Existing BB-III	88 (One-Bed)	44	88
Sub-Total Existing	271 Units	136 Equivalents	272 Sleeping Rooms
Proposed BB-IV	47 (One-Bed) / 15 (Two-Bed) 62 Total	38.5	77
Total	333 Units	174.5 Equivalents	349 Sleeping Rooms

The proposed BB-IV development will include 62 total units (47 one-bed units and 15 two-bed units) which equals 77 sleeping rooms (38.5 dwelling unit equivalents). The request for plat-note amendment will seek to increase the restrictive language:

- From 312 sleeping rooms (156 dwelling unit equivalent)
- To 349 sleeping rooms (174.5 dwelling unit equivalent)

The proposed plate note amendment will read:

THIS PLAT IS RESTRICTED TO A SPECIAL RESIDENTIAL FACILITY, CATEGORY (3) AS DEFINED BY THE BROWARD COUNTY LAND USE PLAN AND AN EXISTING 16,000 SQUARE FOOT YOUTH AUTOMOTIVE TRAINING FACILITY. THE SPECIAL RESIDENTIAL FACILITY, CATEGORY (3) CONTAINS 349 SLEEPING ROOMS (174.5 DWELLING UNIT EQUIVALENTS) WHICH INCLUDES AN EXISTING MANAGERS UNIT.

THE SPECIAL RESIDENTIAL FACILITY IS FURTHER RESTRICTED TO PERSON 62 YEARS OF AGE OR OLDER WITH A TOTAL FAMILY INCOME OF EIGHTY (80) PERCENT OR LESS OF THE MEDIAN INCOME OF BROWARD COUNTY ACCORDING TO THE CURRENT STANDARD OF METROPOLITAN STATISTICS OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

If you can confirm the above, we would greatly appreciate it !! thanks for your help!! Please let us know if you need any additional information.

August 6, 2019

Michael Amodio, AICP, Associate Planner
Keith
301 East Atlantic Boulevard
Pompano Beach, Florida 33060

Dear Mr. Amodio:

Re: Platting requirements for a parcel legally described as a portion of Tract A, "B'nai B'rith Senior Citizens Plat," according to the Plat thereof, as recorded in Plat Book 128, Page 46, of the Public Records of Broward County, Florida. This parcel is generally located on the southwest corner of Southwest 2 Street and Martin Luther King Avenue/Southwest 3 Avenue, in the City of Deerfield Beach.

This letter is in response to your correspondence regarding the Broward County Land Use Plan's platting requirements for the proposed subdivision and multi-family residential development of the above referenced parcel.

Planning Council staff has determined that replatting **would not be required** by Policy 2.13.1 of the Broward County Land Use Plan. Policy 2.13.1 would not require replatting of parcels included in plats approved by the Broward County Commission and recorded after June 4, 1953. Information from the Broward County Records, Taxes and Treasury Division indicates that the above referenced plat was recorded on September 23, 1986. Land platted after June 4, 1953 may be divided by metes and bounds and developed in accordance with local regulations and the effective land use plan, unless local regulations are more restrictive and would require platting. The City of Deerfield Beach's platting requirements should be investigated.

It is recommended that you contact Broward County's Planning and Development Management Division at 954-357-6666, to inquire about whether additional County review, such as a plat note modification, may be required.

The contents of this letter are not a judgment as to whether this development proposal complies with the Broward County Trafficways Plan, permitted uses and densities, local zoning, the land development regulations of the municipality, or the development review requirements of the Broward County Land Use Plan, including concurrency requirements.

If you have any additional questions concerning the Broward County Land Use Plan's platting requirements, please contact Julie Bernal, Planner Trainee, at your convenience.

Michael Amodio
August 6, 2019
Page Two

Respectfully,

A handwritten signature in blue ink, appearing to read 'BBB', with a large loop at the end.

Barbara Blake Boy
Executive Director

BBB:JMB

cc: David Santucci, Interim City Manager
City of Deerfield Beach

Eric M. Power, AICP, Director, Planning & Development Services
City of Deerfield Beach



Plat Book 128, Pg 46

Return recorded copy to:

AMPLA

Development Management Division
115 S. Andrews Avenue, A240
Fort Lauderdale, FL 33301

Document prepared by:

Robin Lynch
Divito & Higham, PA
P.O. Box 40870
St. Petersburg, FL 33743

NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY.

**AGREEMENT FOR AMENDMENT
OF NOTATION ON PLAT**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

FLORIDA STATE B'NAI B'RITH SENIOR CITIZENS HOUSING CORPORATION, INC., its successors and assigns, hereinafter referred to as "DEVELOPER", joined by B'nai B'rith Apartments of Deerfield Beach II, Inc., a Florida non-profit corporation and City of Deerfield Beach, Florida, a Municipal Corporation.

WHEREAS, DEVELOPER is the owner of property shown on the B'NAI B'RITH SENIOR CITIZENS Plat, Plat No./Clerk's File No. 193-MP-85, hereinafter referred to as "PLAT," which PLAT or delegation request was approved by the Board of County Commissioners of Broward County on DECEMBER 12, 2006; and

WHEREAS, a description of the platted area is attached hereto as Exhibit "A" and made a part hereof, and

WHEREAS, DEVELOPER has determined there exists a need for an amendment to the Notation on the face of said PLAT; and

WHEREAS, the COUNTY has no objection to amending the notation and the Board of County Commissioners approved such an amendment at its meeting of DECEMBER 12, 2006

CAF#358
01/01/04 Revised

1

Approved BCC 12/12/06 #57

Submitted By Dan Knight

RETURN TO DOCUMENT CONTROL

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereinafter set forth, the COUNTY and DEVELOPER agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. COUNTY and DEVELOPER hereby agree that the notation shown on the face of the PLAT is hereby amended as set forth within Exhibit "B."
3. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director, Development Management Division of Broward County
115 South Andrews Avenue, Room A240
Fort Lauderdale, FL 33301

For the DEVELOPER:

President, Florida State B'Nai B'rith Senior
Citizens Housing Corporation, Inc.
B'nai B'rith Apartments of Deerfield Beach
299 S.W. 3rd Avenue
Deerfield Beach, FL 33441

4. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER's expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
5. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sits, and shall be governed by the laws of the State of Florida.
6. NOTATIONS. All other notations on the face of the above referenced PLAT not amended by this Agreement shall remain in full force and effect.

CAF#358
01/01/04 Revised

7. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
8. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
9. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
10. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
11. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
12. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement and recorded in the public records of Broward County, Florida.
13. 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 Agreement and executed by the COUNTY and DEVELOPER.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

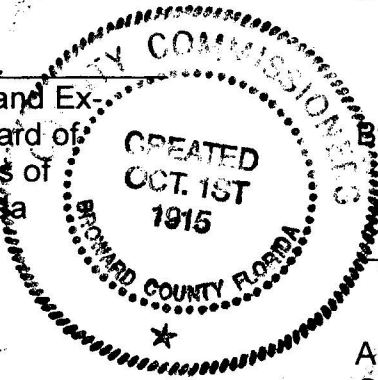
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 15th day of March, 2006 and DEVELOPER, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

[Signature]
County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners of
Broward County, Florida



By [Signature] Mayor
8 day of May, 2007

Approved as to form by
Office of County Attorney
Broward County, Florida
Government Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By [Signature]
Assistant County Attorney

7th day of May, 2007.

04/24/2007 TUE 16:28 FAX

003/005

DEVELOPER-CORPORATION

FLORIDA STATE B'NAI B'RITH SENIOR CITIZENS
HOUSING CORPORATION, INC.,
a Florida non-profit corporation
Name of Developer (corporation)

By Art Fentin
(Signature)
Print name: Art Fentin
Title: President
Address: 299 S.W. 3rd Avenue
Deerfield Beach, FL 33441

7th day of November, 2006

ATTEST (if corporation):

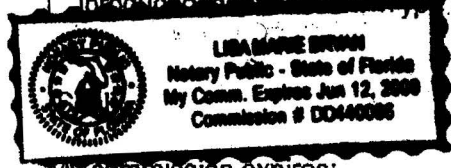
Phyllis Bushbaum (CORPORATE SEAL)
(Secretary Signature)
Print Name of Secretary: Phyllis Bushbaum

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7th day of November, 2006 by Art Fentin, as President of Florida State B'nai B'rith Senior Citizens Housing Corporation, Inc., a Florida non-profit corporation, on behalf of the corporation. He or she is:

[] personally known to me, or
[] produced identification, of identification produced _____



My commission expires:

NOTARY PUBLIC:

Lisa Bryan
Print name: LISA BRYAN

04/24/2007 TUE 16:27 FAX

002/005

JOINDER PLAT TITLE HOLDER-CORPORATION

B'NAI B'RITH APARTMENTS OF DEERFIELD
BEACH II, INC., a Florida non-profit corp.
Name of Joinder (corporation)

By Art Fentin
(Signature)

Print name: Art Fentin

Title: President

Address: 299 S.W. 3rd Avenue
Deerfield Beach, FL 33441

7 day of November, 2006

ATTEST (if corporation):

Phyllis Bushbaum (CORPORATE SEAL)
(Secretary Signature)

Print Name of Secretary: Phyllis Bushbaum

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7 day of November, 2006, by Art Fentin, as President of B'nai B'rith Apartments of Deerfield Beach II, Inc., a Florida non-profit corporation, on behalf of the corporation. He or she is:

☒ personally known to me, or

☐ produced identification. Type of identification produced _____



My commission expires:

NOTARY PUBLIC:

Lisa Bryan
Print name:

Lisa Bryan

JOINDER TITLE HOLDER - MUNICIPAL CORPORATION

CITY OF DEERFIELD BEACH, FLORIDA,
a municipal corporation
Name of Joinder (corporation)

By

(Signature)

Print name: Albert R. Capellini, P.E.

Title: Mayer

Address: 150 N.E. 2nd Avenue
Deerfield Beach, FL 33441

7 day of March, 2007

ATTEST (if corporation):

Gilliland
(Secretary Signature)

(CORPORATE SEAL)

Print Name of Secretary: Samantha Gilliland

Acting City Clerk

ACKNOWLEDGMENT - CORPORATION

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7 day of March, 2007, by Albert Capellini, as Mayer of CITY OF DEERFIELD BEACH, FLORIDA, a Municipal corporation, on behalf of the corporation.

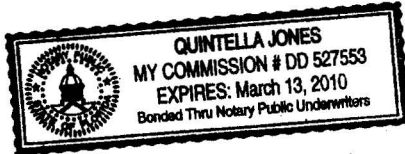
He or she is:

☒ personally known to me, or

☐ produced identification Type of identification produced _____.

(Seal)

My commission expires:



NOTARY PUBLIC:

Quintella Jones

Print name: Quintella Jones

MORTGAGEE

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses:

[Signature]
(Signature)
Print name: Marta Randal

UNITED STATES OF AMERICA,
ACTING BY AND THROUGH THE
SECRETARY OF HOUSING AND
URBAN DEVELOPMENT

Name of Mortgagee

[Signature]
(Signature)
Print name: MICHAEL G. HOFFEN

By [Signature]
(Signature)
Print name: JAMES D. BRANSON
Print address: 400 W. Bay Street
Suite 1015, JACKSONVILLE, FL 32202

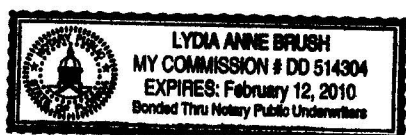
21st day of MARCH, 2007

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF Duval) SS.

The foregoing instrument was acknowledged before me this 21st day of MARCH, 2007, by JAMES D. BRANSON, the duly appointed AUTHORIZED AGENT of the JACKSONVILLE District Office of the Department of Housing and Urban Development who is
☒ personally known to me, or
☐ produced identification. Type of identification produced _____

(Seal)



My commission expires:

2/12/2010

NOTARY PUBLIC:

[Signature]
Print name:

EXHIBIT "A"

LEGAL DESCRIPTION

Tract "A" of B'NAI B'RITH SENIOR CITIZENS PLAT, according to the map or plat thereof recorded in Plat Book 128, Page 46, Public Records of Broward County, Florida.

CAF#358
01/01/04 Revised

EXHIBIT "B"**AMENDMENT TO NOTATION ON PLAT**

The existing notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended from:

- a) To persons 55 or older with a total family income of eighty (80) percent or less of the median income of Broward County according to the current standard of metropolitan statistics of the United States Department of Housing and Urban Development.
- b) To a Special Residential Facility, Category (3) as defined by the Broward County Land Use Plan, consisting of 312 sleeping rooms (156 dwelling unit equivalents).

The notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended to:

This plat is restricted to a Special Residential Facility, Category (3) as defined by the Broward County Land Use Plan and an existing 16,000 square foot youth automotive training facility. The Special Residential Facility, Category (3) contains 312 sleeping rooms (156 dwelling unit equivalents) which includes an existing manager's unit.

The Special Residential Facility is further restricted to persons 62 years of age or older with a total family income of eighty (80) percent or less of the median income of Broward County according to the current standard of metropolitan statistics of the United States Department of Housing and Urban Development.

EXHIBIT "B" - CONTINUED**PLEASE CHECK THE APPROPRIATE BOX OR BOXES.****[] Expiration of Finding of Adequacy for Plat without an Expiration of a Finding of Adequacy notation or the Finding of Adequacy has expired.**

If a building permit for a principal building (excluding dry models, sales and construction offices) is not issued by _____, 20____, then the County's finding of adequacy shall expire and no additional building permits shall be issued for the amended uses until such time as Broward County makes a subsequent finding that the applicant satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame; **and/or**

If construction of project water lines, sewer lines, drainage, and the rock base for internal roads have not been substantially completed by _____, 20____, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County shall make a subsequent finding that the applicant satisfies the adequacy requirements set forth within Broward County Land Development Code. This requirement may be satisfied for a phase of the project, provided a phasing plan has been approved by Broward County. The owner of the property or the agent of the owner shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame.

[] Air Navigation Hazards.

Any structure within this Plat shall comply with Section IV D 1. f., Development Review Requirements of the Broward County Comprehensive Plan regarding hazards to air navigation.

BROWARD COUNTY OFFICE OF PLANNING

THIS PLAT IS HEREBY APPROVED AND ACCEPTED FOR RECORD.
BY: Donald J. Smith 9/7/86
DATE

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES
DEPARTMENT, COUNTY RECORDS DIVISION-RECORDING SECTION:
THIS INSTRUMENT WAS FILED FOR RECORD THIS 23rd DAY OF September A.D. 1986, AND
RECORDED IN PLAT BOOK 128 AT PAGE 46, RECORD VERIFIED:

ATTEST: F.T. JOHNSON
COUNTY ADMINISTRATOR

BY Carol C. Doyle
DEPUTY

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES
DEPARTMENT, COUNTY RECORDS DIVISION-MINUTES SECTION:
THIS IS TO CERTIFY THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA
STATUTES, AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COMMISSIONERS OF BROWARD COUNTY,
FLORIDA THIS 6th DAY OF May A.D. 1986.

ATTEST: F.T. JOHNSON
COUNTY ADMINISTRATOR

BY Donald F. Pham
CHAIRMAN-BOARD OF
COUNTY COMMISSIONERS

BY Phyllis J. Flanagan
DEPUTY

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT WITH REGARD
TO DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS BY RESOLUTION DULY ADOPTED THIS 21
DAY OF NOVEMBER A.D. 1985.

BY John Smith 6/10/86
DATE

BROWARD COUNTY ENGINEERING DIVISION:

THIS PLAT IS APPROVED AND ACCEPTED FOR RECORD.

BY Henry P. Cook 9-23-86
HENRY P. COOK
DIRECTOR
FLORIDA P.E. NO. 12506

COUNTY SURVEYOR:

THIS PLAT IS APPROVED AND ACCEPTED FOR RECORD.

BY Robert L. Thompson 9-22-86
ROBERT L. THOMPSON
COUNTY SURVEYOR
FLORIDA P.L.S. NO. 3869

CITY CLERK'S CERTIFICATE:

STATE OF FLORIDA ss THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN ACCEPTED AND
COUNTY OF BROWARD APPROVED FOR RECORD BY THE CITY COMMISSION OF DEERFIELD BEACH,
FLORIDA, IN AND BY A MOTION DULY ADOPTED BY THE CITY COMMISSION ON THE 17th DAY OF
DECEMBER, 1985.

IN WITNESS WHEREOF I HAVE EXECUTED THESE PRESENTS AND AFFIXED THE CORPORATE SEAL OF THE
CITY OF DEERFIELD BEACH, FLORIDA, IN SAID CITY THIS 17th DAY OF MARCH, 1986.

BY Marjorie A. Rickard
CITY CLERK

CITY ENGINEER:

THIS IS TO CERTIFY THAT THIS LAND DEVELOPER HAS COMPLIED WITH THE APPLICABLE PROVISIONS SET
FORTH IN TITLE 5 OF THE DEERFIELD BEACH CITY CODE.

DATE: 9-15-86

BY Dale G. Holinbeck
DALE G. HOLINBECK - CITY ENGINEER
PROFESSIONAL ENGINEER NO. 21158
STATE OF FLORIDA

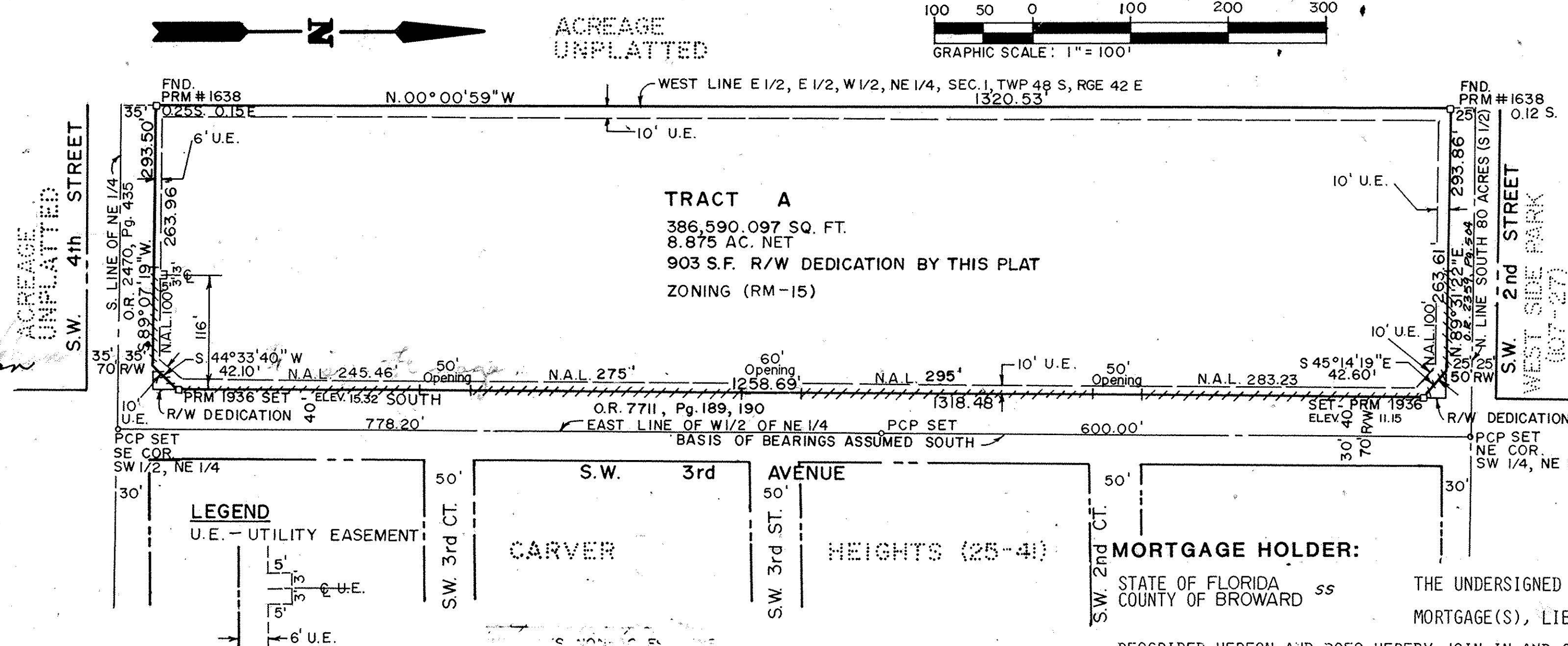
CITY PLANNING AND ZONING BOARD:

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING BOARD OF DEERFIELD BEACH, FLA. HAS APPROVED
AND ACCEPTED THIS PLAT THIS 5th DAY OF DECEMBER, 1985.

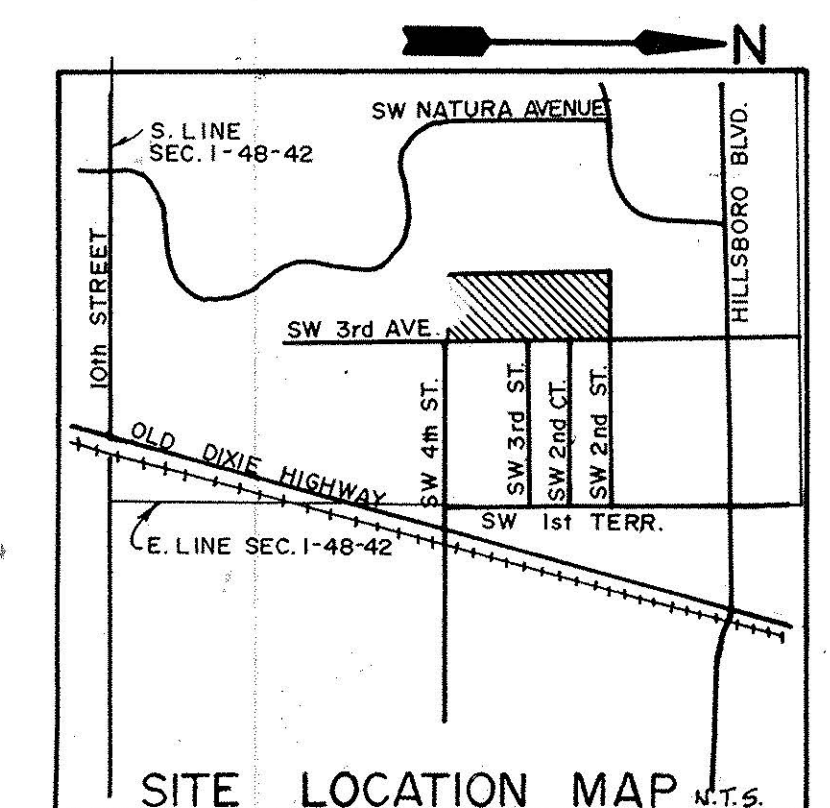
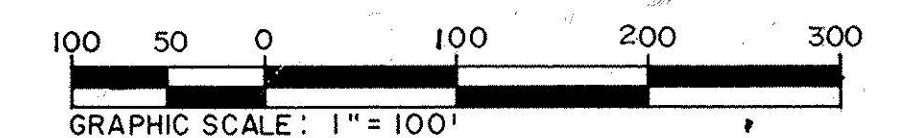
BY James E. Smith
CHAIRMAN
THIS 18th DAY OF MARCH, 1986.

B'NAI B'RITH SENIOR CITIZENS PLAT

BEING A PORTION OF SECTION 1,
TOWNSHIP 48 SOUTH, RANGE 42 EAST
CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA
SEPTEMBER, 1985
PROJECT 85-06



THIS PLAT HAS BEEN AMENDED:
SEE O.R. BOOK 21192 PG 306



NOTES & LEGEND
— PRM INDICATES PERMANENT REFERENCE MONUMENT
B.M. INDICATES BENCH MARK (3rd ORDER ACCURACY).
BEARINGS REFER TO AN ASSUMED MERIDIAN.
U.E. INDICATES UTILITY EASEMENT
PCP INDICATES PERMANENT CONTROL POINT
--- N.A.L. INDICATES NON-ACCESS LINE
ORIGIN OF BENCH MARK
DEERFIELD BEACH B.M. 4 - SPIKE IN POWER
POLE. ELEV. 15.69 NGVD
DEERFIELD BEACH B.M. 5 - IN ABANDONED LIGHT
POLE. ELEV. 12.64 NGVD
45' N. OF E. 108' W. OF E.
THIS PLAT IS RESTRICTED AS FOLLOWS:
a) TO PERSONS 55 OR OLDER WITH A TOTAL FAMILY INCOME OF
EIGHTY (80) PERCENT OR LESS OF THE MEDIAN INCOME OF
BROWARD COUNTY ACCORDING TO THE CURRENT STANDARD
METROPOLITAN STATISTICS OF THE UNITED STATES
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.
b) TO 99 ONE OR LESS BEDROOM, HI-RISE APARTMENTS
AND 1 TWO BEDROOM HI-RISE APARTMENT.

MORTGAGE HOLDER:

STATE OF FLORIDA ss THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF (A)
COUNTY OF BROWARD MORTGAGE(S), LIENS(S), OR OTHER ENCUMBRANCE(S) UPON THE PROPERTY
DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED
IN OFFICIAL RECORD BOOK 12976 & 13021, AT PAGE 922-024 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA
SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, N.C.N.B. NATIONAL BANK OF FLORIDA, HAS CAUSED THESE PRESENTS
TO BE SIGNED BY ITS
VICE PRESIDENT AND ATTESTED TO BY ITS ASST. VICE PRESIDENT
THIS 18th DAY OF MARCH, 1986.

BY Donald D. Gresham
Vice President

ATTEST Forrest J. McKennie
Assistant Vice President

ACKNOWLEDGMENT:

STATE OF FLORIDA ss BEFORE ME PERSONALLY APPEARED GERALD H. BROOKS AND
COUNTY OF BROWARD FORREST J. McKENNIE, TO ME WELL KNOWN, AND KNOWN TO ME
TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS VICE
PRESIDENT AND ASST. VICE PRESIDENT OF NCNB NATIONAL
BANK OF FLORIDA AND SEVERALLY ACKNOWLEDGED TO AND BEFORE
ME THAT THEY EXECUTED SUCH INSTRUMENT AS SUCH OFFICERS.

WITNESS MY HAND AND OFFICIAL SEAL THIS 18th DAY OF MARCH, 1986

MY COMMISSION EXPIRES: JULY 9, 1986

BY Stanley W. Kitch
NOTARY PUBLIC
STATE OF FLORIDA

SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA ss I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT
COUNTY OF BROWARD REPRESENTATION OF THE LANDS SURVEYED AND DESCRIBED HEREON, AND
THAT THE INFORMATION SHOWN HEREON PERTAINING TO SURVEY DATA IS IN ACCORDANCE WITH THE
REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND CONFORMS TO THE MINIMUM TECHNICAL
STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AND FURTHER CERTIFY THAT PERMANENT
REFERENCE MONUMENTS HAVE BEEN SET IN ACCORDANCE WITH SECTION 177.091 OF SAID CHAPTER 177
PRIOR TO THE RECORDING OF THIS PLAT.

THE O'HARGAN COMPANY

BY Paul T. O'Hargan DATE 3-17-86
PAUL T. O'HARGAN
REGISTERED LAND SURVEYOR NO. 1936
STATE OF FLORIDA

PREPARED BY: THE O'HARGAN COMPANY 5588 NW 10th TERR., FT. LAUDERDALE, FL 33309 (771-7095)

O.R. BK 13754 PG. 333



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1578

Agenda Date: 1/24/2023

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2023-030: Application 21-RM15-65 (*Tabled from January 10, 2023*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 4/5 vote of the City Commission

Background/History

The applicant, B'nai B'rith of Deerfield Beach II Inc., has submitted a major site plan application requesting approval to construct a 4th building with 62 (47 one-bed units and 15 two-bed units) multi-family dwelling units. The area of the new building is currently a dry retention area and an existing parking lot. The approval requires that the City Commission also approve a technical deviation, setback variances and to grant the applicant 35 bonus sleeping rooms (flex units).

B'Nai B'rith of Deerfield Beach was originally approved by the City Commission on November 7, 1985. Since that time, the applicant has constructed three buildings for a total of 271 residential units. The applicant has received multiple variances in the past for unit size and reduction in parking. The site only permits housing for the elderly. A separate plat note amendment (21-P-230) has also been submitted. The applicant has also submitted a minor revision to the Phase III building for improvements to the parking lot which will be impacted by the proposed project.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

On October 12, 2022, the item was heard and approved by the Community Appearance Board and was approved as submitted.

On December 6, 2022 the item was heard and approved by the Planning & Zoning Board.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN MODIFICATION APPLICATION FROM B'NAI B'RITH APARTMENTS OF DEERFIELD BEACH II, INC., TO CONSTRUCT A 62 UNIT SENIOR LIVING APARTMENT BUILDING AND RELATED SITE IMPROVEMENTS AT THE PROPERTY LOCATED AT 255 SW 3RD AVENUE, DEERFIELD BEACH, FLORIDA, IN THE RM-15 RESIDENCE MULTIFAMILY ZONING DISTRICT (APPLICATION NO. 21-RM15-65); APPROVING VARIANCES FROM FRONT AND STREET YARD SETBACK REQUIREMENTS, REQUIRED LOT AREA REQUIREMENTS, AND MINIMUM LANDSCAPE AREA REQUIREMENTS; APPROVING A TECHNICAL DEVIATION TO REDUCE THE AMOUNT OF REQUIRED PARKING SPACES BY 23 PARKING SPACES; APPROVING THE ALLOCATION OF 35 BONUS SLEEPING ROOMS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 21-RM15-65 (the "Site Plan Application") has been submitted to the City by B'nai B'rith Apartments of Deerfield Beach II, Inc. (the "Applicant") seeking site plan approval to construct a new 62 unit senior living apartment building (47 one-bed units and 15 two bed units) and related site improvements on the property located at 255 SW 3rd Avenue, Deerfield Beach, Florida (collectively, the "Development"); and

WHEREAS, the Development site is approximately 4.2 net acres legally described as a portion of Tract "A" of Plat 128 Page 46, as more particularly described in the file and located at 255 SW 3rd Avenue, Deerfield Beach, Florida, in the RM-15, Residence Multifamily Zoning District (the "Property"); and

WHEREAS, B'nai B'rith of Deerfield Beach was originally approved by the City Commission on November 7, 1985, and three buildings have been constructed since that time for a total of 271 residential units for the elderly and multiple variances have been granted in the past for unit size and reduction in parking; and

WHEREAS, the Site Plan Application proposes to redevelop a retention area and existing parking lot to construct a new 62 mid-rise unit apartment building with associated site improvements on the Property; and

WHEREAS, the proposed apartment building would be the fourth building at the site, with all units being affordable senior living units; and

WHEREAS, the Applicant has also submitted an application seeking approval of variances for the Development to permit: (i) a 16.5 foot front and street yard setback in lieu of the minimum 25 feet required by Section 98-61 of the City's Land Development Code (the "Code"), (ii) a density of less than 2,900 square feet per unit, which minimum 2,900 square foot density

would be required by Code for the building standing on its own, and (iii) a 26.6% landscaped area in lieu of the minimum 35% landscaped area required by Code (the “Variance Application”); and

WHEREAS, the Applicant also submitted a technical deviation application (the “Technical Deviation Application”) seeking a technical deviation in order to permit the Development to operate with a total of 97 parking spaces in lieu of the minimum 120 parking spaces required by the City’s Land Development Code (the “Technical Deviation”); and

WHEREAS, the Applicant has also requested the City grant the allocation of 35 bonus sleeping rooms, and the City currently holds 63 bonus sleeping rooms in its flex allocations reserved for special residential facilities, such as B’nai B’rith; and

WHEREAS, the Site Plan Application, Variance Application, and Technical Deviation Application were previously reviewed by pertinent City staff, the Community Appearance Board recommended approval of the Site Plan Application on October 12, 2022, and the Planning and Zoning Board voted to recommend approval on December 6, 2022; and

WHEREAS, the City Commission has reviewed and received testimony on the Variance Application and determined that a hardship as well as the other requisites to a variance have been demonstrated by the Applicant as required by Section 98-116(f)(2) of the Land Development Code of the City of Deerfield Beach; and

WHEREAS, the City Commission has determined that the Applicant has demonstrated compliance with the requirements of Section 98-88(Q) of the Code for the granting of the Technical Deviation; and

WHEREAS, based upon the evidence in the record and presented at the hearing before the City Commission, the City Commission finds that, with the exception of the variances in the Variance Application and the quantity of required parking spaces for which the Applicant has requested a Technical Deviation, all applicable Land Development Code requirements have been met, the Site Plan Application is consistent with the City’s Comprehensive Plan and approval of the Site Plan Application is in the best interests of the City.

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 Technical Deviation for the Property, subject to the conditions set forth in the Site Plan Application and the Development Review Comments as amended, and dated November 11, 2022.

Section 3. The Variance Application for the variances from Section 98-61 of the City’s Land Development Code to permit: (i) a 16.5 foot front and street yard setback in lieu of the minimum 25 feet required by Section 98-61 of Code, (ii) a density of less than 2,900 square feet

per unit, which minimum 2,900 square foot density would be required by Code for the building standing on its own, and (iii) a 26.6% landscaped area in lieu of the minimum 35% landscaped area required by Code, is hereby approved.

Section 4. The Site Plan Application is hereby approved, subject to the conditions set forth in the Site Plan Application and the Development Review Comments as amended, and dated November 11, 2022, all of which conditions are incorporated herein by this reference and shall be satisfied by the Applicant.

Section 5. The allocation of 35 bonus sleeping rooms for the Development in connection with the special residential facility is hereby granted.

Section 6. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 8. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, ASSISTANT CITY CLERK

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN MODIFICATION APPLICATION FROM B'NAI B'RITH APARTMENTS OF DEERFIELD BEACH II, INC., TO CONSTRUCT A 62 UNIT SENIOR LIVING APARTMENT BUILDING AND RELATED SITE IMPROVEMENTS AT THE PROPERTY LOCATED AT 255 SW 3RD AVENUE, DEERFIELD BEACH, FLORIDA, IN THE RM-15 RESIDENCE MULTIFAMILY ZONING DISTRICT (APPLICATION NO. 21-RM15-65); DENYING VARIANCES FROM FRONT AND STREET YARD SETBACK REQUIREMENTS, REQUIRED LOT AREA REQUIREMENTS, AND MINIMUM LANDSCAPE AREA REQUIREMENTS; DENYING A TECHNICAL DEVIATION TO REDUCE THE AMOUNT OF REQUIRED PARKING SPACES BY 23 PARKING SPACES; DENYING THE ALLOCATION OF 35 BONUS SLEEPING ROOMS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 21-RM15-65 (the "Site Plan Application") has been submitted to the City by B'nai B'rith Apartments of Deerfield Beach II, Inc. (the "Applicant") seeking site plan approval to construct a new 62 unit senior living apartment building (47 one-bed units and 15 two bed units) and related site improvements on the property located at 255 SW 3rd Avenue, Deerfield Beach, Florida (collectively, the "Development"); and

WHEREAS, the Development site is approximately 4.2 net acres legally described as a portion of Tract "A" of Plat 128 Page 46, as more particularly described in the file and located at 255 SW 3rd Avenue, Deerfield Beach, Florida, Florida, in the RM-15, Residence Multifamily Zoning District (the "Property"); and

WHEREAS, the Applicant has also submitted an application seeking approval of variances for the Development to permit: (i) a 16.5 foot front and street yard setback in lieu of the minimum 25 feet required by Section 98-61 of the City's Land Development Code (the "Code"), (ii) a density of less than 2,900 square feet per unit, which minimum 2,900 square foot density would be required by Code for the building standing on its own, and (iii) a 26.6% landscaped area in lieu of the minimum 35% landscaped area required by Code (the "Variance Application"); and

WHEREAS, the Applicant also submitted a technical deviation application (the "Technical Deviation Application") seeking a technical deviation in order to permit the Development to operate with a total of 97 parking spaces in lieu of the minimum 120 parking spaces required by the City's Code (the "Technical Deviation"); and

WHEREAS, the Applicant has also requested the City grant the allocation of 35 bonus sleeping rooms, and the City currently holds 63 bonus sleeping rooms in its flex allocations reserved for special residential facilities, such as B'nai B'rith; and

WHEREAS, the City Commission has reviewed and received testimony on the Site Plan Application, Variance Application and Technical Deviation Application; and

WHEREAS, after reviewing the Variance Application and the testimony submitted, the City Commission has determined that the Applicant has not satisfied the requirements as set forth in Section 98-116(f)(2) of the City's Land Development Code for a variance; and

WHEREAS, after reviewing the Technical Deviation and the testimony submitted, the City Commission has determined that the Applicant has not satisfied the requirements as set forth in Section 98-88(Q) of the Code for the granting of the Technical Deviation; and

WHEREAS, the City Commission finds that the Site Plan Application for the Property without the Variances in the Variance Application fails to satisfy the requirements of Section 98-61 of the Code.

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 finds that the Variance Application fails to satisfy the requirements for a variance as set forth in Section 98-116(f)(2) of the City's Land Development Code. Therefore, the Variance Application is hereby denied.

Section 3. The City Commission finds that the Technical Deviation Application fails to satisfy the requirements as set forth in Section 98-88(Q) of the Code for the granting of the Technical Deviation. Therefore, the Technical Deviation Application is hereby denied.

Section 4. The Site Plan Application is hereby denied based upon the failure to meet the requirements of Section 98-61 of the Code.

Section 5. The request for allocation of 35 bonus sleeping rooms for the Development is hereby denied.

Section 6. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 8. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, ASSISTANT CITY CLERK



PUBLIC HEARING NOTICE

January 13, 2023

Dear Property Owner:

This is to notify you that the CITY COMMISSION of the City of Deerfield Beach, a municipal corporation of Florida, shall hear an application for:

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.

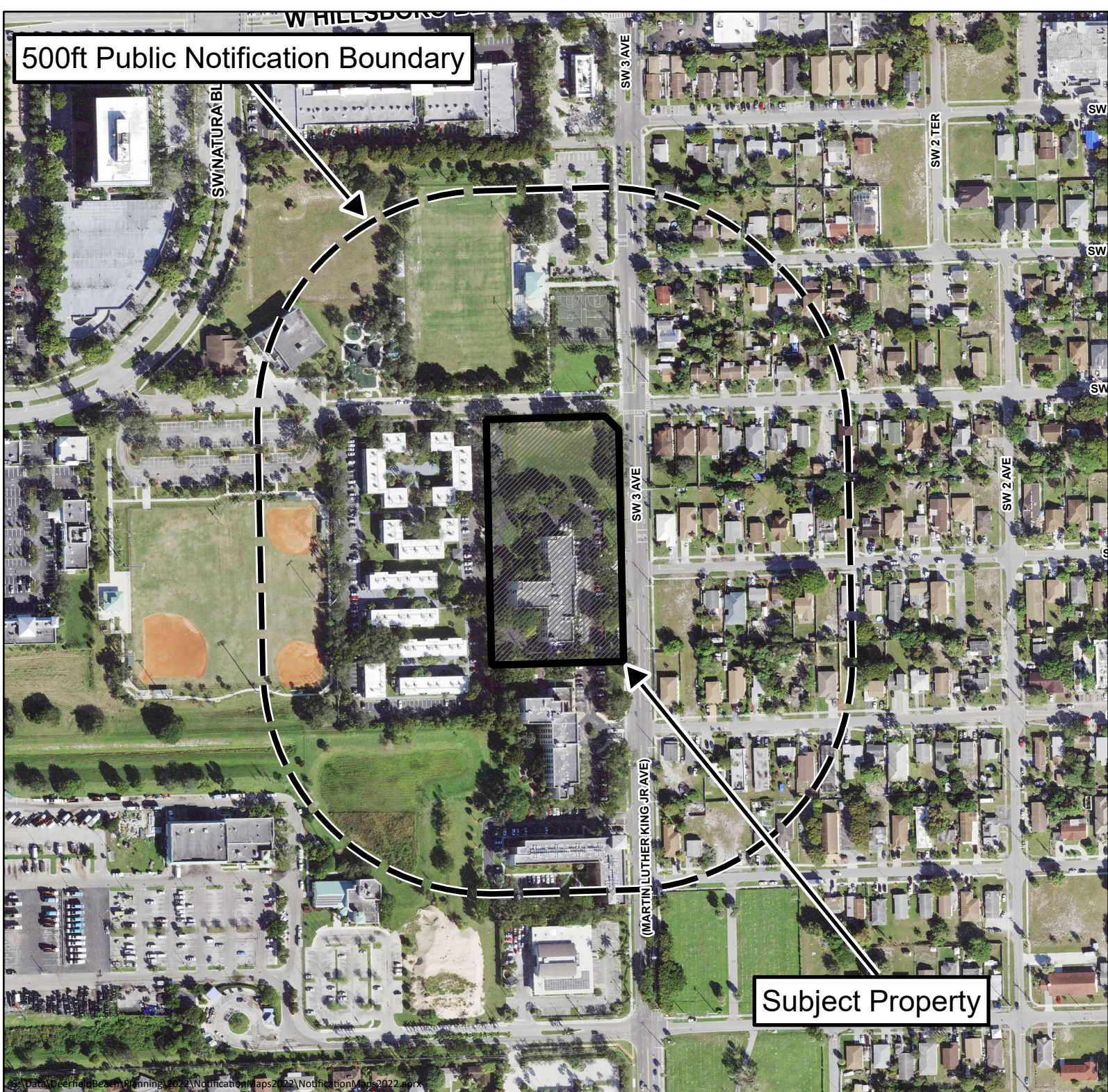
Location: The property is generally described as a portion of Tract "A" of Plat 128 Page 46 **and located at 255 SW 3rd Avenue.**

A public hearing will be held on **TUESDAY, JANUARY 24, 2023 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

At said meeting interested persons may appear and be heard with respect to the public hearing. Any person who decides to appeal any decision made by the City Commission with respect to any matter considered at this hearing would need a record of the proceedings. And for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The above notice is required by State Law (FS 286.0105). **Any person desiring a verbatim transcript shall have the responsibility, at his own expense, to arrange for the presence at the hearing of a certified court reporter.** A full transcript of the proceedings will be needed to appeal any decision of the City Commission.

Any person requiring auxiliary aids and services at this hearing may contact the City Clerk's Office at (954) 480-4213 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

Samantha Gillyard, CMC, City Clerk



Public Hearing Notice Map

Site Plan Application No. 21-RM15-65

Plat Application No. 21-P-230

255 SW 3 AVE

For additional information
call the Planning Department at 954-480-4206
or visit www.deerfield-beach/boardagendas



Department Comments & Requirements



Development Review Committee Summary Report Development Plan Application Review

General Information

Application No.	21-RM15-65
Project Name:	B'nai B'rith of Deerfield Beach Phase IV
Applicant:	KEITH
Agent:	B'nai B'rith of Deerfield Beach II Inc.,
Requested Action/Description:	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:	255 SW 3 rd Avenue
Legal Description:	The property is generally described as a portion of Tract "A" of Plat 128 Page 46
Size:	4.2 net acres (185,657 square feet)
Existing Zoning:	RM-15 Residence (Multi Family)
Existing Use:	Vacant
Future Land Use Plan Designation:	Residential Medium
Surrounding Land Use and Zoning:	
<u>Existing Land Use:</u>	<u>Zoning:</u>
North: Recreation Open Space	S (Open Space)
East: Residential Moderate	RS-7 (Residence, Single-Family)
South: Residential Medium	RM-15 (Residence, Multi-Family)
West: Residential Medium	RM-15 (Residence, Multi-Family)
Applicable Regulations:	City of Deerfield Beach Land Development Code

REQUEST:

The applicant, B'nai B'rith of Deerfield Beach II Inc., has submitted a major site plan application requesting approval to construct a 4th building with 62 (47 one-bed units and 15 two-bed units) multi-family dwelling units. The area of the new building is currently a dry

retention area and existing parking lot. The approval requires that the City Commission also approve a technical deviation, variances and to grant the applicant 35 bonus sleeping rooms (flex units).

APPLICATION REQUESTS FOR APPROVAL:

Variances:

The applicant is requesting the following variances:

Setbacks – The applicant is requesting a 16.5 front and street yard setback instead of the required 25 foot setback. The building projects into the 25 foot front and street yard setback by 8.5 feet. The applicant is requesting this variance in order to fully utilize the property and to allow for parking while not impacting the existing western drive aisle. It should be noted that the furthest south building utilizes the front yard setback of 25 feet, while the two interior buildings are further setback. In addition, the furthest south building has exterior walls screening a loading area which are only 15 feet setback from the street. Allowing the furthest north building to have a similar setback allows for a “bookend” feel to the property.

Required Lot Area – The RM-15 zoning district requires a density of 2,900 sq. ft. per unit. While the building, if it were to stand on its own does not meet this requirement, the overall site does.

Minimum Landscape Area – The project is proposing a 26.6% landscaped area instead of the required 35%. This reduction of 8.4% is if the building and site were to stand on its own. If allocated for the entire site, the property meets the requirement.

Technical Deviation – The applicant is proposing to reduce the required amount of parking spaces from 120 to 97 for a reduction of 23 parking spaces. The property meets the minimum requirement for handicapped parking spaces. The applicant states that not all residents have a vehicle and that many residents who do have a vehicle have only one vehicle. A study was conducted and determined that parking spaces are available. As all current buildings and the proposed building are managed by the same entity, this reduction of parking spaces does not impact any parcel outside the subject property.

Flex Units - The applicant is requesting that the City allocate 35 bonus sleeping rooms. The City currently holds 63 bonus sleeping rooms in its flex allocations. If approved, the City will have 28 bonus sleeping rooms remaining in its allocations. Bonus sleeping rooms are not flex units, but are separate allocation reserved for special residential facilities, which B’nai B’rith is. A special residential facility is defined as a assisted living facility or community residential home.

BACKGROUND:

B’Nai B’rith of Deerfield Beach was originally approved by the City Commission on November 7, 1985. Since that time, the applicant has constructed three buildings for a total of 271 residential units. The applicant has received multiple variances in the past for unit size and reduction in parking. The site only permits housing for the elderly. A separate plat note amendment (21-P-230) has also been submitted to increase the number of bonus sleeping rooms. The applicant has also submitted a minor revision to the Phase III building for improvements to the parking lot which will be impacted by the proposed project.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

On October 12, 2022, the item was heard and approved by the Community Appearance Board and was approved as submitted.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

The application has been reviewed by the Development Review Committee (Planning & Zoning, Landscape, Environmental Services, Traffic). Staff comments have been addressed and the application is considered to be in compliance with the Land Development Code, with the noted exception of the proposed variances. Staff DRC comments are attached to this report.

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan. Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the site as residential, and the proposed use is a residential use.
2. Land Development Requirements: Pursuant to the City of Deerfield Beach official zoning map, the property is currently located within the RM-15 Residence (Multi Family) Community zoning district. The proposed use is a permitted use in the RM-15 Residence (Multi Family) zoning district.
3. Finding of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning; Per Section 98-17(15), there must be a finding of compatibility as defined in the Land Development Regulations, between adjacent and neighboring uses (500 feet) and the proposed development. By definition, compatibility is to be measured based on the following compatibility characteristics of the proposed development in relationship to the immediate surrounding area;

(a) Permitted uses, structures and activities allowed within the zoning category;

The RM-15 Residence (Multi Family) zoning district allows for multi story buildings. There are existing multi-story buildings already on the site and to the west. The applicant has worked with the Environmental Services department to mitigate the dry retention area. The proposed new building is consistent with the structures and activities in the RM-15 Residence (Multi Family) District and the surrounding area.

(b) Building location, dimensions, height and floor area;

The proposed building shares a site with three other multi-family buildings. The existing three buildings were built before the City created the Pioneer Grove architectural district. The applicant is proposing elevations to this building which incorporate the Pioneer Grove standards, while also having similarities to the existing buildings. The proposed building does not meet the minimum front or street side yard setback and is requesting a variance for this. The project is also requesting a variance for minimum landscape area.

(c) Location and extent of parking, access drives and service areas;

The site is requesting a technical deviation for the minimum amount of parking required for the proposed new building. No new drive or access aisles are being proposed.

(d) Traffic generation, hours of operation, noise levels and outdoor lighting;

The applicant provided a traffic impact analysis, which was analyzed by the City's traffic engineering consultant, that the site will generate a net increase in peak hour trips of 13 AM peak hour and 15 PM peak hour trips, with a total trip generation of 250 daily trips, which meets the Deerfield Beach concurrency requirements. The applicant has also submitted a parking demand analysis to justify the reduction of required parking spaces.

(e) Alteration of light and air;

The proposed new building will not impact the light and air, than what would be allowed by the zoning regulations.

SUMMARY

Staff's review of application 21-RM15-65 has found that the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan, and the proposed use is permitted per the Land Development Code.

This report contains the requirements of the Deerfield Beach Development Review Committee members relative to this site development plan application. If there are any questions or issues regarding compliance with any of the requirements in this report, the respective department should be contacted directly.



APPLICANT RESPONSE SUMMARY

Project Name:	B'nai B'rith Apartments IV	Application No.:	21-RM15-65
Reviewer Name:	Eric Power	Project Address:	255 SW 3rd Ave.
Department/Division:	Planning		
Position:	Director		
Date of Review:	9/17/2022		
Submittal No.:	5		

A. APPLICATION / GENERAL COMMENTS:

1.	Per the requirements of Chapter 98-17.1 the applicant is required to pay impact fees for Public Safety and Parks. Payment of these fees are due at the time of Building permit submittal. Please note that if the project changes in size or intensity, the below calculations may also change. An impact fee calculation sheet will be given to the applicant when the project is complete. 1. Fire Rescue \$ TBD 2. Police \$ TBD 3. Parks \$ TBD
1.a.	Comment acknowledged.
2.	Prior to resubmittal, contact Jenna Lane and Veronica Rodriguez at jlane@deerfield-beach.com and vrodriguez@deerfield-beach.com to schedule a Development Review Committee meeting.
2.a.	Comment acknowledged.
3.	All resubmittals shall be provided with a written narrative responding to all comments.
3.a.	Comment acknowledged.
4.	Newly developed plans, which have not yet been reviewed by the City Commission, cannot be resubmitted with clouds or other demarcations showing changes to the proposed changes.
4.a.	Comment acknowledged.
5	Community Appearance Board approval is required prior to approval of site plan. Staff will notify the applicant once application submittal is to be scheduled as item on an agenda. The applicant shall provide both existing and proposed elevations to determine building facades will complement each other. Once staff has advised the item is ready to be scheduled for CAB, submit five (5) sets of revised plans in 11" x 17" with Community Appearance Board application, which include colored building elevations and complete site plan sets.
5.a.	Comment not addressed. Pending submittal of CAB application with existing and proposed elevations.

Development Plan Review

5.b.	Comment not addressed. However, based on required discussions during DRC meeting, provide confirmation that Applicant will not submit CAB plan sets until directed by Staff.
5.c.	Comment acknowledged.
6.	Community Meeting - Prior to being scheduled for a public hearing, the Applicant is encouraged to hold its own meeting with the surrounding community to explain the proposed project and seek feedback. At a minimum, the applicant should invite all properties within 500 feet of the subject site. If a meeting is held, please provide Planning and Development Services staff with the meeting details for record on the file.
6.a.	Comment acknowledged.
7.	Per Sec. 98-35, all applications proceeding to City Commission shall comply with requirements for public notice, including submittal of all required fees, documents, and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist is attached and can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist .
7.a.	Comment acknowledged.
8.	Cost recovery fees – pursuant to Chapter 98, Article VII of the Land Development Code, cost recovery fees will be payable by the Applicant for review of the application. A cost recovery account will need to be established with the City, with payment required prior to being scheduled for the first public hearing. This fee is payable to the City of Deerfield Beach. Should the City's consultant fees exceed the deposit amount, additional fees may be payable by the Applicant. The current estimated amount of cost recovery fees required for the traffic engineering review of this application is \$1600 for the Trip Generation Analysis and Parking Study.
8.a.	Comment addressed.
9.	For items being heard by City Commission, a cost recovery fee shall be paid by check to the City of Deerfield Beach for electronic document remediation of the application in order to comply with Title III of the Americans with Disabilities Act. The fee will be payable by the Applicant once the City receives the invoice.
9.a.	Comment acknowledged.
10.	Per Section 98-13(b)(4) As provided in the City's fee schedule (Resolution 2018/194) The initial site plan application fee includes the first review plus two resubmittals. Any resubmittal after the 3rd site plan review requires a fee of 30% of the initial application fee (\$2,720.00 x 30%) to be submitted for each submittal thereafter.
10.a.	Comment acknowledged.
10.b.	Provide resubmittal fee of \$816.00 payable to the City of Deerfield Beach in next submittal package.
10.c.	Comment addressed.
11.	Per Section 98-13(8)(j), the attached document titled Conceptual Engineering Plan are advisory comments and shall be addressed upon submittal of the engineering permit. Applicant must not resubmit conceptual engineering plan sets or address these comments during the DRC process.

Development Plan Review

11.a.	Comment acknowledged.
12.	Per Section 98-13(b)(8), the applicant is required to provide the development plan in the required sheet order. Revise the plan sheets to be in the following order: Coverpage, Survey, Site Plan, Site Plan Details (as needed), Elevations, Floor Plans, Landscape Plan, Irrigation Plan, Photometric Plan. Remove the following sheets from the development plan: Fire Access Plan and Code Compliance Matrix. Any information concerning fire access and zoning code requirements must be demonstrated on the site plan or site details sheet as required in Code Section 98-13.
12.a.	Comment not addressed. Remove Sheet SP-503 from site plan set and include information as exhibit with the project narrative. While reference to Flex Unit request can be provided on the site data table, the sheet reference must be removed as well. Additionally, the following wasn't included in the 11x17 sets: Elevations and Floor Plans. Code Compliance Sheet was not removed from the 24x36 sets. Floor plans must be relocated after Elevation Sheets.
12.b.	Comment addressed.
13.	A letter under separate cover must be submitted for City Commission review and approval of the flex units to accommodate the development. The request must include sufficient justification as it will be heard as separate item (Resolution) prior to the development plan application during public hearing.
13.a.	Comment partially addressed. Provide documentation from the Broward County Planning Council confirming if allocation of "bonus sleeping rooms" may be applied to this property, and/or if the number of flex units being requested is correct when applied to special residential facility. If utilizing flex units, staff believes the number of units requested in the letter should be 17.5 dwelling units (or 35 sleeping rooms) instead of the 41 flex units stated in the letter. This will be discussed further in the DRC meeting.
13.b.	Comment addressed.
14.	Per Section 98-13(b)(5), provide disclosure affidavits for all owners and representatives acting on behalf of the application. The disclosure affidavit provided in electronic format for Steven Hydinger is missing the first page and was not provided in hard copy format.
14.a.	Comment addressed.
15.	Proposed scope of work includes separation/division of one parcel into two with separate site plans. The separation of the two sites on different site plans requires both parcels to meet Code requirements on their own. In order to memorialize the lot division, a minor site plan must be submitted for the original parcel to ensure it meets the Code requirements. As discussed during previous pre-application meetings with the owners and owner's representatives, the existing approved and proposed site plans must comply with code requirements for dimensional regulations, landscaping, parking, sanitation, etc. Submit a separate site plan modification application to memorialize the modifications to the existing site plan in relation to property containing Apartments II. This will be discussed during the DRC meeting.
15.a.	Comment addressed. Minor site plan application submitted, which is in review under separate cover.
16.	A unity of title will be required for both parcels for drive aisles, parking, etc. Submit draft of unity of title for staff review.

Development Plan Review

16.a.	Comment not addressed. Applicant states that easements over shared infrastructure will be prepared and provided to City through title opinion demonstrating easements granted by the owner. Easements are not shown on the site plan and draft document hasn't been provided. Staff review of unity of title or other binding agreement is required.
16.b.	Comment pending. Applicant has provided an easement agreement currently in review by the City Attorney. Submit cost recovery fee in the amount of \$1,000.00 payable to the City of Deerfield Beach. Comments will be supplied to Applicant when available. Be advised that site will be subject to conditions of approval related to the above referenced agreement.
16.c.	Payment submitted.
17.	All sheets must include data calculations demonstrating compliance with the code requirements for the new parcel only, not both sites if submitting as a separate site plan.
17.a.	Comment addressed.
18.	There were several documents that were not included in the electronic submittal (i.e. cover letter, development plan application, etc.). Upon resubmittal, ensure all documents included in the submittal in hard copy are also provided via electronically (signed and sealed, where applicable)
18.a.	Comment not addressed. Electronic, 11x17 and 24x36 size sets do not match. There are sheets included in electronic format and/or 24x36 but not in 11x17.
18.b.	Comment addressed.
19.	Submit vehicle circulation plan on separate sheet after the site details sheet.
19.a.	Comment addressed.
20.	The proposed scope of work includes the development of existing retention area currently utilized for drainage for the existing buildings. Additionally, the applicant is requesting flex units to increase the density, as well as several variances from the Code for front and corner side setbacks, pervious area, minimum lot areas, and amount of parking spaces to accommodate the development within the retention area. In previous meetings and as stated in staff comments, the City is concerned with the increased density and intensity of the development of the existing retention area, ability to meet the Code requirements, and effects on the surrounding neighborhood.
21.a.	Comment pending, subject to DRC review.
21.b.	Comment acknowledged. Be advised that site plan approval will be subject to conditions which are forthcoming.
NEW COMMENTS 8/31/2021	

Development Plan Review

22.	Per Code Section 98-3 Definitions Gross acreage <i>means the number of acres within a parcel of land including the building site and one-half of the area of all abutting public streets and alleys.</i> The calculations provided on the survey, site plan, and other applicable documents/applications (including variances, exhibits, etc.) must reflect the gross acreage per Code. Based on width of abutting streets, centerline must be calculated to 35 feet (SW 3rd Ave.) and 25 feet (SW 2nd St.).
22.a.	Comment addressed.
23.	Site plan and elevations must be revised to demonstrate building height to comply with Code definition. Per Code Section 98-3 Definitions <i>Building height means the vertical distance from the finish grade at the center of the front of the building to the highest point of the roof surface for a flat roof, to the deck line for mansard roofs, and to the mean heights level between eaves and ridges for gable, hip and gambrel roofs.</i>
23.a.	Comment addressed.

B.

COVERPAGE:	
1.	Revise index to be in correct sheet order and reflect removal of sheets as required in comment above.
1.a.	Comment addressed.
2.	Per Section 98-13(8)(a)(5) Cover page must have correct contact information for the property owner, B'nai B'rith as the developer's contact information is listed instead of the owner.
2.a.	Comment not addressed. Provide property owner information as stated on Warranty Deed. Individual contact information may be provided so long as the listed owner is correct.
	NEW COMMENT 8/23/2021
3.	Correct legal description to reflect new BBIV parcel. Ensure lot size within legal description is also updated.
3.a.	Comment not addressed.
3.b.	Comment addressed.

Development Plan Review

C.

SURVEY:	
1.	Per Section 98-13(8)(b)(1) Provide a certified boundary survey, in conformance with Chapter 61G17, Florida Administrative Code, no more than one year old from the submittal date and extending to the center line of all adjacent streets, which specifies gross and net acreage or square footage. Gross acreage of property was not provided on survey. Due to the nature of the application with the newly proposed property lines, survey must also demonstrate net and gross acreage of both properties with proposed lot separation.
1.a.	Comment not addressed. Provide gross and net acreage for the BBII and BIV site separately and together. Revise gross acreage to comply with Code definition provided above.
1.b.	Comment addressed. As discussed in past DRC meetings, survey is acceptable with existing lot calculations, provided the site plan accurately demonstrates the proposed net and gross lot area calculations for both B'nai B'rith II and IV.
2.	Survey notes that it was not abstracted. Per Section 98-13(8)(b)(4) Provide existing recorded easements, NVAL lines, utilities and rights-of-ways. Any overhead lines must be noted.
2.a.	Comment addressed.
3.	Per Section 98-13(8)(b)(5) Provide a title policy, title commitment, title search/exam, opinion of title or property information report current to within one year, identifying any encroachment, encumbrance, violation or variance, as well as the date, policy number, issuers name, address and the disposition of all schedule B-II encumbrances. Ensure all applicable information from title search is provided on survey.
3.a.	Comment addressed.
4.	Electronic copy of survey was not signed and sealed. Provide signed and sealed survey on USB/CD upon resubmittal.
4.a.	Comment addressed.
	NEW COMMENT 8/31/21
5.	Ensure survey is submitted and bound to 11x17 set.
5.a.	Comment addressed.
6.	Survey Note 14. States that ownership of fencing and perimeter wall as shown are not known and therefore, aren't listed as encroachments. However, site plan states existing concrete wall to the west is on adjacent property. Clarify ownership of wall and indicate if changes are proposed.
6.a.	Comment addressed. Ownership information was not provided; however, the wall is proffered to remain as-is.

Development Plan Review

D.

SITE PLAN:	
1.	Site plan drawing and calculations must be revised to include only the portion of property within proposed lot boundaries demonstrating compliance with the code requirements. Ensure site data table is revised with the information/calculations required per Section 98-13(8)(c)(16). There are calculations and dimensions that are required for review but not included within the site data table (i.e. FAR, Height, required and proposed columns, etc.). Staff review for compliance with Code will be included upon resubmittal with the required revisions. This will be discussed further during the DRC meeting.
1.a.	Comment not addressed. Note, per comment above, Code requires the required, existing, and provided measurements and calculations are demonstrated on the site data table. The following must be revised to comply with Code. ▪ Gross and net acreage based on revised survey (above). The lot areas must be specific to the BBIV site. ▪ Revise reference of "Pervious area" to "Landscaped area" per Section 98-61. ▪ Revise Building Height to reflect correct height per definition provided above. ▪ Revise setbacks to reflect correct building height. ▪ Revise notations to reflect removal of Sheet SP 503. Flex units may be referenced in site data table but notation to sheet must be removed. ▪ Ensure "provided" density calculations are correct based on any changes to flex request. ▪ Building footprint as demonstrate on plans (17,647SF) is inconsistent with building footprint (incl'd. overhang) on site data table (17,499 SF). Ensure consistency throughout plan sheets and other documents. ▪ Correct lot coverage calculation. Ensure calculation complies with Code with all areas under roof included in calculation. <i>"Lot coverage means the area of the lot expressed as a percentage of the total lot area covered by the ground floor of all principal and accessory uses and structures including all areas covered by the roof of such uses and structures measured along the exterior faces of the walls or along the foundation wall line or between the exterior faces of supporting columns or from the centerline of walls separating two buildings or as a combination of the foregoing whichever produces the greatest total ground coverage for such uses and structures."</i> ▪ Minimum lot area should reflect dwelling unit equivalent= 111,650 SF. Note, this calculation conflicts with minimum lot area provided on variance and justification attached. Net acreage provided twice (1.04 and 1.05) and is inconsistent.
1.b.	Comment partially addressed. Provide the following: - Proposed individual Gross Site Area in square feet and acreage for BBII and BBIV not provided. (Be advised that Exhibit in Flex Unit Request includes the calculations needed for the site plan sheet; ensure consistency). - Building height calculation includes the notation "including parapets" which demonstrates inconsistency with the Code definition of building height. If a flat roof, parapets are not included. Revise building height on all applicable sheets to demonstrate consistency with Code definition. Note this change may impact setbacks which will result in necessary updated to the applicable site data calculations and variance requests.

Development Plan Review

1.c.	Site Plan Page states building height at 53' 4", however pages A6.11 and A6.12 show building height at 41' 4". Even if the parapet was included as stated last time, the total height would be 52' 8". Applicant needs to address this continued discrepancy and show consistency on the site plan and elevations. Also, side note states 42' to roof height, when height shown is 41' 4". This must be consistent as well. Likely the elevations, which now show the finish grade, did not factor this into the height shown on the elevation pages.
1.d.	Comment addressed.
2.	All proposed parking spaces must be provided onsite. The parallel spaces do not exist and cannot be counted towards parking calculations. Clarify if proposing to improve City ROW as existing swale, street trees, etc. since this is not part of the site.
2.a.	Comment addressed.
3.	Per Section 98-13(8)(c)(4) Provide existing and proposed ground mounted electrical and mechanical equipment and screening, including required generator.
3.a.	Comment addressed.
4.	Per Section 98-13(8)(c)(7) Provide existing and proposed light pole locations.
4.a.	Comment not addressed. Code requires they are demonstrated on the site plan as well.
4.b.	Comment addressed.
5.	Per Section 98-13(8)(c)(8) Provide traffic flow markings and signage, including fire lane striping and the location of all curb cuts.
5.a.	Comment not addressed. Code requires they are shown on the site plan as well.
5.b.	Comment addressed.
6.	Proposed dumpster must be located within property boundaries. Per Section 98-13(8)(c)(9) Provide dumpster locations and detail for both trash and recycling showing required screening.
6.a.	Comment not addressed. Applicant is required to submit cross access agreement / unity of title or other binding document that details the construction and ongoing maintenance of dumpster.
6.b.	Comment pending. Applicant has submitted an easement agreement currently in review by the City Attorney. Submit cost recovery fee in the amount of \$1,000.00 payable to the City of Deerfield Beach. Comments will be supplied to Applicant when available.
6.c.	Payment submitted.
6.d.	Comment addressed.
7.	Per Section 98-13(8)(c)(10) Provide existing and proposed location of ground sign locations. Elevations must be provided on elevation details sheet.
7.a.	Comment partially addressed. Provide setback measurement on site plan. It appears that proposed sign is 10 ft setback from property line. Elevations of proposed sign weren't provided on elevation or site details sheet, and is required for review and compliance with Chapter 102 Sign Code.
7.b.	Comment not addressed. Signage details do not specifically identify the proposed dimensions, only the maximums. Confirm whether the dimensions are specific and be advised that if modified after site plan approval, a minor revision to the site plan will be required.
8.	Per Section 98-13(8)(c)(11) Provide pedestrian circulation and ADA compliant access to the rights-of-way.
8.a.	Comment not addressed. Provide pedestrian linkage between the BBII and BBIV sites.

Development Plan Review

8.b.	Comment addressed.
9.	Per Section 98-13(8)(c)(14) Provide the location of freestanding signs with setback measurements.
9.a.	Comment partially addressed. Provide setback measurement on site plan. It appears that proposed sign is 10 ft setback from property line. Elevations of proposed sign weren't provided on elevation or site details sheet, and is required for review and compliance with Chapter 102 Sign Code.

Development Plan Review

9.b.	Comment addressed.
10.	Provide dimension of ingress/egress on SW 2 nd St. Note, Code requires minimum of 23 feet.
10.a.	Comment addressed.
11.	Remove any additional lines on site plan drawing that demonstrate information specific to conceptual engineering drawings (i.e. underground lines, etc.). Only include information specifically required on the site plan.
11.a.	Comment addressed.
12.	Additional/New comments may be forthcoming upon review of the resubmittal and staff review of the drawings which reflect the required changes above.
12.a.	Comment acknowledged.
NEW COMMENTS 8/31/21	
13.	Provide parking details for standard, compact, and ADA spaces on site details sheet. Ensure dimensions comply with Section 98-88 Off-Street Parking and Loading. Demonstrate wheel stops in compliance with Code, which requires it to be 30 inches measured from edge of pavement to back of wheel stop.
13.a.	Comment addressed.
14.	Remove parking calculations for the BBII site from site data table. Parking calculations for the BBIV site should only be provided with reference to technical deviation request. If applicant chooses to include shared parking within cross access/unity of title with the BBII site and/or as part of justification for the technical deviation request, that's fine. However, the agreement must be submitted to the City for review.
14.a.	Comment partially addressed. Further discussion with Applicant resulted in Staff determination that including parking calculations for BBII on the site plan is acceptable. However, the calculations must be accurate and consistent with the existing and proposed spaces as demonstrated on the survey and plans, respectively. Refer to new comment no. 22 of this table.
14.b.	Comment addressed.
15.	Submit documentation from easement holders of approval to vacate or build within existing easements.
15.a.	Comment partially addressed. The letter provided from FPL indicates requirements to commence application review. Confirm that the application to vacate or build within the easements has been submitted to FPL and provide evidence as such.
15.b.	Comment acknowledged.
16.	There is a door /opening demonstrated on the southeast portion of the building on the elevation and floor plan sheets that isn't demonstrated on the site plan. Demonstrate door on site plan. Provide clarification if pedestrian access is proposed along this portion of the building as there isn't a sidewalk shown on plans.
16.a.	Comment partially addressed. Although the door/opening referenced in the previous comment has been addressed, the doorway proximal to the clubroom shown on the floor plan sheet A5.11 and west elevation was not demonstrated on the site plan. Ensure all doorways are clearly identified on the site plan.
16.b.	Comment addressed.
17.	Demonstrate roof overhang/awnings on site plan with setback encroachments. Clarify if canopy will be proposed from parking lot to building entrance. If so, they must be demonstrated on site and elevation sheets.

Development Plan Review

17.a.	Comment addressed.
18.	Clarify if existing fencing to remain or if new fence is proposed. Provide existing and proposed fence elevations on site details or elevation sheets. Note, it should match in design to Pioneer Grove Design Standards.
18.a.	Comment not addressed. Applicant's correction response sheet states no new fencing is proposed; however, no response was provided regarding the existing fencing. Confirm whether existing fencing will remain. If so, demonstrate the fencing on the site plan and provide the existing fence elevations on the site details or elevation sheets.
18.b.	Comment addressed.
19.	Clarify boxed and hatched areas on site plan around/within the building and adjacent to the proposed monument sign.
19.a.	Comment addressed.
20.	Confirm if fiber optic box near SW 2 nd Street entrance will be relocated. If so, show on plans.
20.a.	Comment addressed. Fiber optic box to remain.
21.	Correct adjacent land use on site plan to be consistent with RM-15 zoning, not RM-16. Land use is Residential Medium (15 DU/AC).
21.a.	Comment partially addressed. Correct the land use designation listed as M to be consistent with the Residential Medium designation.
22.b.	Comment addressed.
NEW COMMENT 3/18/22	
22.	Parking calculations provided on the site data table are inconsistent with the work proposed on the plans. The survey identifies 66 existing parking spaces on the BBII site which is inconsistent with the number of existing parking spaces listed on the site data table (be advised sheet SP-102 lists 53 spaces as existing).
22.a.	Comment addressed.

E.

ELEVATIONS:	
1.	Revise labeling on elevations to be consistent with direction the building is facing: North, South, East, West, instead of Left, Rear, Right, Front.
1.a.	Comment addressed.
2.	The elevations do not provide legend on the proposed colors, materials or textures. Per Section 98-13(8)(d)(1) Provide scale drawing illustrating all elevations of all principal and accessory buildings and structures, including height, dimensions, color, surface materials and texture.
2.a.	Comment not addressed. Legend required on all elevation sheets listing all materials and paint color swatch for all principal and accessory structures, including but not limited to dumpsters, awnings/canopies, all building material, mechanical equipment screening material.
2.b.	Comment not addressed. Color/ material legend was not provided on the elevation plan sheets. Although separate sheets demonstrated colored elevations were included in the resubmittal package, all required information applicable to the elevations must be included on the elevation sheet within the development plan sets.

Development Plan Review

2.c.	Comment addressed.
3.	Per Section 98-13(8)(d)(2) Provide the general location of building wall signs and conceptual monument sign.
3.a.	Comment not addressed. Outline of building wall signs and elevation of proposed monument sign demonstrating compliance with Chapter 102 Sign Code required.
3.b.	Comment addressed.
4.	Per Section 98-13(8)(d)(3) Show the location of all mechanical equipment showing adequate concealment. Provide notation on plans that all rooftop equipment will be screened from public view.
4.a.	Comment addressed.
5.	Per Section 98-13(8)(d)(4) Show the height of all buildings, overhangs, and canopies.
5.a.	Comment partially addressed. Demonstrate height of building in compliance with Code Section 98-3 Definitions for building height provided above.
5.b.	Comment partially addressed. Finish grade is not demonstrated on all elevation sheets and provide the building height to the top of the roof, not the roof parapet. Revise Sheet A6.11 to demonstrate the proposed building height is accurately and consistently identified on all sheets per Code.
5.c.	See site plan comment 1.c. Elevation on side, must be accurate to actual elevation. Ensure finished floor is calculated.
5.d.	Comment addressed.
6.	Property is located within the Pioneer Grove Special Architectural District. Therefore, proposed elevations shall comply with the Pioneer Grove Design Standards, specific to the architecture, building color and treatments, etc. A copy of the Design Standards are located here: https://www.deerfield-beach.com/DocumentCenter/View/8626/Land-Use-and-Urban-Design-Plan .
6.a.	Comment not addressed. Staff review for compliance with design standards upon submittal of elevations with material and color legend.
6.b.	Comment not addressed.
6.c.	Comment addressed, applicant may move forward to Community Appearance Board.
7.	Proposed scope of work must comply with Chapter 78 of the Land Development Code, <i>Sec. 78-7. - Evaluation criteria; minimum design criteria prerequisite to issuance of development permit</i> with regards to building and site layout, lighting, landscaping, etc. Additional comments may be forthcoming up resubmittal of elevations.
7.a.	Comment acknowledged.
NEW COMMENTS 8/31/21	
8.	Per 78-7(b)1. & 2., Building materials must wrap around the south elevation to avoid single mass wall and ensure consistency with the rest of the building. Additional windows and siding is advised on this elevation to be consistent with the rest of the façade.
8.a.	Comment not addressed. Fiber cement siding appears to discontinue along the southwest corner of the building as demonstrated on the west elevation sheet. Materials to be further discussed during DRC meeting.
8.b.	Comment addressed.

Development Plan Review

9.	Per Section 78-7(b)5. The main entrances should be oriented to a public street or prominent public area, and shall not be primarily constructed of tinted glass. Demonstrate main entrance features on east and north façades.
9.a.	Comment addressed.
10.	Per Section 78-7(b)7. A coordinated palette of colors, with a minimum of two colors shall be proposed for each building and associated structures, that includes one primary color and at least one secondary color, a range of minor accent colors, or all three types of colors. Bright or brilliant colors shall be minimized and may be used only for accents and must be compatible with the overall color scheme. Color scheme shall be in compliance with Pioneer Grove Design Standards with consideration to the existing development of the property.
10.a.	Comment not addressed. Color and material legend was not provided on the elevation plan sheets. Additionally, although more windows have been included on the elevations, Staff recommends incorporating 2-and 3-panel sliding windows in an effort to increase compatibility with the existing architectural elements of the complex. Elevations to be further discussed during DRC meeting.
10.b.	Comment addressed.
11.	Provide elevations for any proposed fencing, signage, and enclosure existing and proposed for the site. Ensure compliance with <i>Sec. 78-7. - Evaluation criteria; minimum design criteria prerequisite to issuance of development permit.</i>
11.a.	Comment not addressed. Enclosure details must be provided on either the elevation sheet or site detail sheet, including the proposed materials and colors. Include notation that the dumpster is located on the adjacent site associated with Minor Site Plan 91-RM15-25 Rev. 1.
11.b.	Comment addressed.

F. FLOOR PLANS:

1.	Per Section 98-13(8)(e)(1) Show the complete dimension of each room on all floors, labeling any permanent feature.
1.a.	Comment addressed.
2.	Demonstrate location of rooftop equipment (if proposed) on roof plan.
2.a.	Comment partially addressed. Clarify area hatched on roof plan adjacent to the mechanical equipment.
2.b.	Comment addressed.
3.	Per Section 98-13(8)(e)(2) Provide the proposed uses, with different parking ratios must be clearly defined and consistent with site data table.
3.a.	Comment addressed.

Development Plan Review

G.

LANDSCAPING PLAN:	
1.	Lighting isn't shown on plans. Per Section 98-13(8)(f)(1) Provide a plan scaled consistently with the site plan, showing all buildings, structures, landscape areas and on-site parking and lighting.
1.a.	Comment addressed.
2.	Per Section 98-13(8)(f)(6) Provide the location and label existing and proposed site lighting.
2.a.	Comment addressed.
3.	Per Section 98-13(8)(f)(7) Provide the location and label existing and proposed fire hydrants and Fire Department check valves.
3.a.	Comment addressed.
4.	Per Section 98-13(8)(f)(8) Provide the location and dimensions of all easements and above ground utility lines, FPL boxes and other related structures.
4.a.	Comment addressed.

H.

PHOTOMETRIC PLAN:	
1.	Per Section 98-13(8)(h)(2) Provide a photometric layout of each proposed light fixture and light pole, showing its maximum to minimum foot-candle level. Details of light fixtures and poles may be provided on the same photometric sheet or as separate details sheet after photometric plan.
1.a.	Comment not addressed. Photometric sheet must provide calculations and comply with Code for the BBIV site. Both sites are included in the luminaire schedule and calculation summary. Additionally, the quantity of SA4 on luminaire schedule conflicts with the amount shown on plan. Existing and proposed lighting must be demonstrated on the photometric or site details sheet, not landscape plan. Ensure proposed light pole and fixture matches existing.
1.b.	Comment partially addressed. Confirm whether the proposed lighting on BBIV site will match the existing lighting fixtures on BBII site and include notation on the photometric plan stating as such. Additionally, provide confirmation from the property owner whether the "shoebox" fixtures existing on the neighboring pole lighting will be modified or updated.
1.c.	Comment noted. Applicant has stated in their response that the existing lighting in BB II will be replaced to match the proposed lighting in BB IV. This is work to be performed outside the scope of this application and is part of the minor revision submitted concurrently.
2.	Per Section 98-13(8)(h)(3) Provide a minimum foot candle taken at the property line (existing and proposed).
2.a.	Comment addressed.
3.	Per Section 98-13(8)(h)(4) Provide the location of all existing and proposed easements, notating any above ground utility lines.
3.a.	Comment addressed.
4.	Per Section 98-13(8)(h)(5) Provide the location of all existing off site lighting, including rights-of-way lighting.

Development Plan Review

4.a.	Comment addressed.
5.	Demonstrate compliance with Section 98-88(k)(5) Lighting standards.
5.a.	Comment not addressed. Per Section 98-88(j)(2) For exterior or parking facilities, the intensity of illumination shall provide an average of one footcandle equal to one lumen per square foot, and shall be well distributed on the pavement areas; however, at no point shall illumination be less than one-fourth footcandle. Illumination is less than one-fourth footcandle throughout site. Revise to comply.
5.b.	Comment addressed.

I.

ADDITIONAL COMMENTS:	
1.	Applicant must provide a response that they acknowledge the following comments.
1.a.	Comment not acknowledged.
1.b.	Comment acknowledged.
2.	You are required to contact Broward County's Environmental Protection and Growth Management Department, Development and Environmental Regulation Division (954-357-6666) concerning their transit oriented concurrency process. Provide documentation that this has been completed and that any payments have been made as appropriate.
2.a.	Comment not acknowledged.
2.b.	Comment acknowledged.
3.	Prior to the issuance of a building permit, the applicant must receive a Certificate of Concurrency Letter from the Planning and Development Services Department. This letter will serve as the Development Permit as required under Section 98-18 of the Land Development Code of the City of Deerfield Beach for approval of the site plan.
3.a.	Comment not acknowledged.
3.b.	Comment acknowledged.
4.	A Building permit will not be issued until the applicant has also received approval of an Engineering permit for the Environmental Services Department.
4.a.	Comment not acknowledged.
4.b.	Comment acknowledged.
5.*	As with all developments in Deerfield Beach, before a building permit can be issued, this development must receive approval from the Broward County Environmental Protection and Growth Management Department, Development and Environmental Regulation Division (954-357-6666). <i>*Amended to reference updated County Department name and contact information.</i>
5.a.	Comment not acknowledged.
5.b.	Comment acknowledged.
6.	Per Section 98-14(f) An application for development plan shall be deemed to have been abandoned becoming null and void after six months of inactivity. If an application has no activity within this time frame, then a new application for development plan along with all applicable fees shall be submitted should the applicant wish to proceed with the project.
6.a.	Comment not acknowledged.
6.b.	Comment acknowledged.

Development Plan Review

7.	The following applications have been submitted with the development plan application and will be reviewed concurrently: • Technical Deviation • Variances for minimum lot area, pervious area, front and street side yard setbacks, • Plat Note Amendment
7.a.	Comment not acknowledged.
6.b.	Comment acknowledged.

J.

VARIANCE APPLICATION	
1.	There are several responses to the criteria that are not sufficient or applicable to this application. The comments below provide example and required revisions to the application. It will need to be revised and resubmitted.
1.a.	Comment not addressed. As previously advised during the DRC meeting and via email correspondence, the applicant is required to provide sufficient justification on each variance request as applicable to criteria, explaining what could be built without the variances. Additional information is needed in the justification to prove that this is developable land and not a retention site, and that mitigation of the retention is not part of this variance.
1.b.	Comment not addressed. Note that construction costs and monetary components are not eligible justifications nor are they applicable to the variance requests. Staff recommends revising the responses to include focus on the following: - Achieving compatibility with the Design Guidelines for the Architectural district require locating the building proximal to the right of way minimizes ability to adhere to front and corner setback. - The property lines as proposed constrain the Applicant's ability to meet the side setback requirement; elaborate on the needs for the proposed lot line configuration. Provide explanation on how measuring building setbacks to the previously existing lot lines would achieve compliance with side yard.* - The existing configuration and parking layout of BBII along with meeting the needs of the existing and proposed tenants (proximity to parking and dumpster) minimize the ability to develop in compliance with setback regulations. *Confirm whether ownership is intended to remain the same for both parcels following the split of the lots. Note that the response will determine whether side yard variance request is necessary. Discussion on variance application to be discussed during DRC meeting.

Development Plan Review

1.c.	Comments provided meet the intent of the requirements for a variance application. Applicant can move forward to public hearing to justify the variance requests.
2.	Revise No. 2 of Page 2 to be consistent with the setbacks proposed on the site plan, not the difference in the required and proposed measurements.
2.a.	Comment addressed.
3.	Page 3, Criteria a. the explanation must include response as to how special conditions or circumstances exists which are peculiar to the land or buildings. Responses must be complete.
3.a.	Comment not addressed.
3.b.	Comment not addressed. Refer to comment 1.b. above.
3.c.	Comment addressed.
4.	While providing similar responses within different criteria is acceptable, the applicant must fully explain the justifications specific to the item in response. It is not sufficient to restate the criteria within the response.
4.a.	Comment addressed.
5.	Page 4, Criteria d., the justification must include sufficient and applicable statements for the variance request. Charitable purposes as stated in this criteria is not applicable to this request.
5.a.	Comment not addressed.
5.b.	Comment not addressed. Refer to recommendations provided in 1.b. above.
5.c.	Comment addressed.
6.	Page 5, Criteria e., It is not sufficient to restate the criteria within the response. The applicant can further explain the percentage of the request as stated on page 2 and demonstrate how it is the minimum required for the proposed development.
6.a.	Comment not addressed.
6.b.	Comment not addressed. Refer to 1.b. above.
6.c.	Comment addressed.
7.	Additional comments may be forthcoming upon resubmittal.
7.a.	Comment acknowledged.
NEW COMMENTS 8/31/21	
8.	The revised application that was submitted electronically covers some of the criteria on the application. Revise application so as to not cover the criteria on the form. Ensure a hard copy is provided upon resubmittal.
8.a.	Comment partially addressed. Neither a hard copy of the memorandum or variance application was not supplied in the resubmittal package, and the electronic copy of the memorandum was in Word format. Provide each response to the criteria in the application form. If additional pages are required to answer the response sheets, you may add pages to include the remaining portions of the responses. Exhibits may be attached, provided they are referenced in the application responses. If intending to include the memorandum in the submittal, ensure all responses to the criteria are either identical to what is supplied in the application form or omitted from the memo, and that each document is supplied in both hard and digital copy (memorandum must be in PDF format, not Word).
8.b.	Comment addressed.

Development Plan Review

9.	Calculation listed for minimum lot area required conflicts with site plan sheet. Revise and ensure consistency.
9.a.	Comment not addressed. Update the Page 2, Response 1., to reflect the lot area consistent with the Code as demonstrated on the site plan sheet. Ensure memorandum is correct to reference the proposed site area calculations, not existing.
9.b.	Comment addressed.

K. TECHNICAL DEVIATION APPLICATION

1.	Page 2.i. states that the parking study included parking from all three site plans. However, the parking study only includes the proposed development and the existing Building II Apartments, not the whole complex. Revise to be consistent.
1.a.	Comment addressed.
2.	Additional comments may be forthcoming upon resubmittal.
2.a.	Comment acknowledged.
NEW COMMENTS 8/31/21	
3.	The parking study states that 97 parking spaces are provided while tables state 105 parking spaces are provided. Revise to be consistent.
3.a.	Comment partially addressed. Although total amount proposed for B'nai B'rith II and IV have been corrected, the existing parking listed on the tabulations and demonstrated on the survey conflict. (The survey identifies 66 existing parking spaces on the BBII site and tabulation on SP-102 lists 53 spaces as existing).
3.b.	Comment addressed.
4.	Page 2 of Technical Deviation application must be revised and updated with proposed calculations.
4.a.	Comment not addressed. Refer to previous comment.
4.b.	Comment not addressed.
4.c.	Comment addressed.
5.	Report must be updated with latest edition of ITE Manual (10 th Edition). 5 th Edition is referenced.
5.a.	Comment addressed. Edition utilized for the parking calculations is current.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	B'nai B'rith IV	Application No.:	21-RM15-65
Reviewer Name:	Harold Hoyte	Project Address:	225 SW 3rd Ave.
Department / Division:	Landscape		
Position:	Landscape Architect		
Date of Review:	8/1/22		
Submittal No.:	4		

A. LANDSCAPING PLAN:

1.	Per Section 98-81 (h)(2)-mitigation, once determined, may be achieved in two ways; (1) the applicant may plant additional trees on the site to satisfy this requirement or (2) for trees which cannot be mitigated on site, the applicant will have to pay into the Beautification Trust Fund. Communicate on the planting plans which mitigation option is going to be utilized. Mitigation is to be 1.5 times canopy per section 98-81 (h)2 (e). Appraisals are required for specimen trees (18 inches in good condition); Note, required existing or proposed trees cannot be used toward meeting this requirement.
1.a	Comment not addressed. Show appraisal for specimen trees, trees over 18" Diameter at Breast Height (DBH) and in good condition (60%+). Determine mitigation for BB VI only.
1.b	Comment not addressed. Show appraised value for specimen trees, trees over 18" Diameter at Breast Height (DBH) and in good condition (60%+), for each tree on the disposition chart. Based on current values provided, add note that states "\$28,323 will be paid to the Beautification Fund".
1.c	Comment addressed 8/1/22. Will pay \$28,323 into fund.
2.	Show landscape calculations for overall site, including the BB-II developments' existing landscape.
2.a	Comment addressed. Each site to have their stand-alone set of calculations.
3.	On Tree Disposition plan specify palm by Greywood (Clearwood) not CT (Clear Trunk) Note, only trees and palms meeting Section 98-80 (k)(11) will be counted toward landscape requirements.
3.a	Comment addressed 8/30/21
4.	Show existing shrubs and groundcover from BB-II, on overall plan and plant list. Add labels indicating species and specification.
4.a	Comment addressed 8/30/21. No longer applies due to removal of BB II from submittal set.
5.	Add foundation trees at 18 feet tall or palms 18 feet graywood. Increase foundation shrub bed width to 5 feet minimum, per Section 98-80 (e)(14). Note, 10 shrubs and 30 groundcovers are required for every 40 linear feet.
5.a	Comment addressed 8/30/21.
6.	Per Section 98-80 (i), add sight triangles on the property. Remove hedges over 30 inches and multi-trunk trees or palms shown within the sight triangles.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

6.a	Use smaller maturing shrub in terminal islands; Wild Coffee (PSY) matures to over 24 inches.
6.b	Comment addressed 3/4/22.
7.	Per Section 98-80 (e)(12), shown lighting pole offset on the plan and relocate proposed trees and palms outside this zone.
7.a	Pink Shower Tree (CJ) on the south property line is with the offset. Remove, relocate or change species to meet code.
7.b	Comment addressed 3/4/22.
8.	Reduce proposed palms, per Section 98-80 (k)(1).
8.a	Comment addressed 8/30/21.
9.	Show real location and canopy of trees on adjacent property. Adjust location or species accordingly.
9.a	Comment addressed 8/30/21.
10.	Trees/ palms conflict with water lines on the plan, adjust proposed landscape as necessary.
10.	Comment addressed 8/30/21.
11.	Add 3 additional interior islands per Section 98-80 (e)(9).
11.a	Comment addressed 8/30/21. No longer applies due to removal of BB II from submittal set.
11.b	Comment not addressed 3/4/22. Add 2 interior islands ($22/10 = 2.2$ islands).
11.c	Comment addressed 8/1/22.
12.	Add 2 additional terminal island tree per Section 98-80 (e)(8).
12.a	Comment addressed 8/30/21. No longer applies due to removal of BB II from submittal set.
13.	Add 8 additional interior trees per Section 98-80 (e)(1).
13.a	Comment addressed 8/30/21.
13.b	Comment not addressed 3/4/22. Add 2 interior islands.
13.c	Comment addressed 8/1/22. Repeat comment
14.	Add dates on the landscape plans.
14.a	Comment addressed 8/30/21.
14.b	Comment not addressed 3/4/22. Update dates on signed and sealed plans.
15.c	Comment addressed 8/1/22.
	NEW COMMENTS 8/30/21
15.	Per Section 98-61 the landscape (pervious) area is required to be 35%, 27% provided. Add additional landscape area to meet or exceed code. Pending approval of variance request by City Commission.
15.a	Comment addressed 3/4/22. Variance request submitted.
16.	Plant list does not match planting plan. Revise list accordingly.
16.b	Comment addressed 3/4/22.
17.	Label CJ on south property line.
17.a	Comment addressed 3/4/22.
18.	Dumpster screening hedge is to be 36 inches tall at time of planting, revise specification accordingly.



DEVELOPMENT REVIEW COMMITTEE

18.a	Comment addressed 3/4/22. No longer applies due to removal of BB II from this submittal set.
19.	Indicate quantities of each Clear Trunk (CT) of palms without crown shaft. Note, remember Section 98-80 (e) (14) need palms with 18 feet of CT.
19.a	Comment addressed 3/4/22.
20.	Omit Sheet LP-002 from Landscape Plans and ensure correct plant list is provided on Sheet LP-101.
20.a	Comment addressed 3/4/22.
21.	Show tree disposition for BB VI only.
21.a	Comment addressed 3/4/22.
	NEW COMMENTS 3/4/22
22.	Per Section 98-80 (k) (1) add 2 more flowering trees, 6 required, only 4 provided.
22.a	Comment addressed 8/1/22.

B.

IRRIGATION PLAN:

1.	Add dates on the irrigation plans.
1.a	Comment addressed 8/30/21.
1.b	Comment not addressed 3/4/22. Update dates on signed and sealed plans.
1.c	Comment addressed 8/1/22.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	B'Nai B'rith Apartments IV	Application No.:	21-RM15-65
Reviewer Name:	Bryan Kelley	Project Address:	259-263 W. Hillsboro Blvd
Department/Division:	Traffic Engineering		
Position:			
Date of Review:	03-21-22		
Submittal No.:	3		

A.

Parking Study	
1.	Comment: Tables 8 and 9 indicate 105 parking spaces to be provided on site. However, the text of the report indicates a total of 97 parking spaces to be provided. Please reconcile the two numbers. Applicant Response: See revised parking study analysis. Tables 8 and 9 have been revised to reflect the total of 97 parking spaces to be provided on site.
1.a.	Comment partially addressed. Although the total parking proposed for B'nai B'rith II and IV has been corrected, the existing parking listed on the report tabulations and site plan data table conflicts with the spaces demonstrated in the survey. (The report identifies 64 existing parking spaces on the BBII site, tabulation on SP-102 lists 53 spaces as existing, and survey shows a different amount of spaces). Amend the discrepancy.
1.b.	Comment addressed.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	B'NAI B'RITH	Application No.:	21-RM15-65
Reviewer Name:	CAPTAIN MIKE HEFFERON		
Department / Division:	BSO FIRE PREVENTION		
Position:	CAPTAIN		
Date of Review:	02/22/22		
Submittal No.:	3		

A. APPLICATION / GENERAL COMMENTS:

1.	A complete set of permitted plans must be submitted for review and approval prior to all construction. All permitted plans must document on plans that a certificate of occupancy shall not be issued until the AHJ determines that the building is in compliance with section 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) with Broward County Local Amendments to the Florida Fire Prevention Code 6TH Ed., NFPA 1-Fire Code, Florida Edition 2015, NFPA 101-Life Safety Code, Florida Edition 2015.
----	---

B. SITE PLAN:

1.	UNABLE TO REVIEW LOOPED WATER MAIN (SHOW IN DETAIL) NOT ADDRESSED
1A	ADDRESSED
2.	SHOW LOCATION FOR FIRE BACKFLOW (SHOW POINT OF SERVICE) NOT ADDRESSED
2A	ADDRESSED
3.	FDC IS TOO CLOSE TO BLD AND FDC NEEDS TO BE TIED INTO A FIRE LINE AND SHALL BE LOCATED ON THE STREET SIDE NOT ADDRESSED
3A	ADDRESSED
4.	HYDRANT SPACING SHALL NOT EXCEED 500 FT AS THE FIRE APPARATUS DRIVES ADDRESSED
4A	ADDRESSED
5.	KNOX BOX REQUIRED AT FRONT ENTRANCE NOT ADDRESSED
5A	ADDRESSED

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	B'NAI B'RITH Apartments IV Major Site Plan	Application No.:	21-RM15-65
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	02-24-22		
Submittal No.:	3		

A.

SITE PLAN:	
1.	Due to the recurrent flooding conditions affecting this area of the city, the projected rise in groundwater elevation and the proposed redevelopment approach to this site, the city's Engineering staff is asking the applicant to provide a written commitment to implement a stormwater management systems maintenance schedule and activities that will be followed on an annual basis to ensure the proper operation of these systems and grant the City of Deerfield permission to access and inspect facilities to ensure proper operation.
1.a	COMMENT ACKNOWLEDGED. Applicant will provide with final engineering package.
2.	The applicant must acknowledge that regulatory agencies accepted Best Management Practices will be followed in the design of the proposed stormwater management improvements, and these will not have an adverse impact on adjoining properties, including the abutting public streets rights-of-ways.
2.a	COMMENT ACKNOWLEDGED.
3.	The applicant will provide a summary of findings from pre-application meetings and communication with regulatory agencies.
3.a	COMMENT ACKNOWLEDGED. Applicant will provide with final engineering package.
4.	The applicant will provide a calculation for water use based on Broward County GUIDELINES FOR DETERMINING ABILITY TO PROVIDE POTABLE WATER AND WASTEWATER SERVICE.
4.a	COMMENT ADDRESSED.

January 19, 2022



City of Deerfield Beach
Planning and Zoning
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Re: B'nai Brith 4th phase for senior housing- pricing / scale

To whom it may concern,

I am the Developer working with the non-profit B'nai Brith to expand their current efforts serving seniors. The Board of Directors is trying to add a 4th, new, building to complete their vision and mission on contiguous land owned by them. The Board has diligently worked with HUD over 40 years serving this population. They are optimistic about the prospect of utilizing this property with a new, 4 story, 62 unit building.

I understand there are some questions about developing a smaller building. This is a common, reasonable, inquiry. As a developer, I wish there was a way to cost-effectively develop smaller buildings with the scope of services needed for a senior population. Unfortunately, reducing the size and number of units is not a solution for multiple reasons.

1. All of the infrastructure costs, site work, engineering fees, driveways, legal fees, work with lenders, etc are all the same whether the development is 62 units or 40. It is too difficult for smaller developments to absorb all the expenses.
2. If one goes with a smaller building with fewer units, there is not enough rental income to support the costs of the building and associated debt needed to be financed.
3. Developing senior properties is always more expensive due to the need for elevators, more common/activity and services space. Space such as this is non-revenue producing and impacts the revenue stream discussed in option 2.
4. B'nai Brith has done an outstanding job developing a true campus serving seniors. Placing a smaller building on this campus would not work from an architectural standpoint.
5. The dramatic shortage of senior housing demands as many units as possible. To not take advantage of additional units when the opportunity presents itself would be unfortunate.
6. Smaller buildings end up costing much more per unit than larger developments. I am developing a 60-unit, 4 story building in another city and it is running \$268,000 for construction alone. This development is not possible be it not for heavy support from the local city and housing authority.

There are many other technical items addressing why a smaller development will not work. I simply want to present an overview but the outcome is the same. Please feel free to reach out to me anytime. I am committed to making this development a reality for B'nai Brith and appreciate the city's assistance in this important effort.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steven C. Hydinger".

Steven C. Hydinger
Managing Director
stevenh@brecdevelopment.com

LETTER OF AUTHORIZATION

February 25th, 2021

City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Broward County
1 North University Drive
Plantation, FL 33324

To Whom It May Concern:

B'NAI B'RITH of Deerfield Beach II Inc. is the owner of the property located 255 SW 3rd Avenue #101, within the City of Deerfield Beach, Broward County Florida. The BCPA folio number is 484201250011.

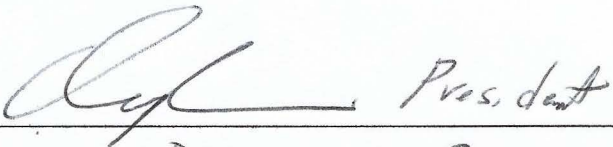
The legal description is:

A PORTION OF TRACT A, B'NAI B'RITH SENIOR CITIZEN PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 128, ON PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LAND LYING IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA CONTAINING 154,515 SQUARE FEET (3.547 ACRES) MORE OR LESS.

Source of the above legal description: Boundary and Topographic Survey, dated 12/3/2020 by KEITH.

And I/We hereby authorize BREC Development, KEITH, Forum Architecture, Burr & Forman LLP, to act on our behalf to make all necessary applications to obtain development approvals/entitlements and development permits for the above referenced property.



Print Name: DENNIS J. RICE

B'NAI B'RITH of Deerfield Beach II Inc



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation

B'NAI B'RITH APARTMENTS OF DEERFIELD BEACH, II, INC.

Filing Information

Document Number	N36136
FEI/EIN Number	65-0278028
Date Filed	01/16/1990
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	07/12/2019
Event Effective Date	NONE

Principal Address

255 SW 3RD AVENUE
DEERFIELD BEACH, FL 33441-3353

Changed: 08/11/2017

Mailing Address

299 SW 3RD AVENUE
DEERFIELD BEACH, FL 33441-3353

Changed: 03/26/2018

Registered Agent Name & Address

RICE, DENNIS
299 SW 3RD AVE
DEERFIELD BEACH, FL 33441

Name Changed: 02/06/2020

Address Changed: 10/16/2006

Officer/Director Detail

Name & Address

Title President

RICE, DENNIS
299 SW 3RD AVENUE
DEERFIELD BEACH, FL 33441-3353

Title TD

ROSE, STEPHEN
299 SW 3RD AVENUE
DEERFIELD BEACH, FL 33441-3353

Title VD

LAND, ALLAN
299 SW 3RD AVENUE
DEERFIELD BEACH, FL 33441-3353

Title DIRECTOR

BERMAN, STANLEY
299 SW 3RD AVENUE
DEERFIELD BEACH, FL 33441-3353

Title SD

COHEN, ARLENE
299 SW 3RD AVENUE
DEERFIELD BEACH, FL 33441-3353

Title DIRECTOR

MEYER, HANK
299 SW 3RD AVENUE
DEERFIELD BEACH, FL 33441-3353

Title DIRECTOR

MORRIS, MONA
299 SW 3RD AVENUE
DEERFIELD BEACH, FL 33441-3353

Title DIRECTOR

YEVIN, ARTHUR
299 SW 3RD AVENUE
DEERFIELD BEACH, FL 33441-3353

Annual Reports

Report Year	Filed Date
2018	03/26/2018
2019	02/06/2019
2020	02/06/2020

Document Images[02/06/2020 -- ANNUAL REPORT](#)[View image in PDF format](#)[07/12/2019 -- Amendment](#)[View image in PDF format](#)

02/06/2019 -- ANNUAL REPORT	View image in PDF format
03/26/2018 -- ANNUAL REPORT	View image in PDF format
01/20/2017 -- ANNUAL REPORT	View image in PDF format
02/09/2016 -- ANNUAL REPORT	View image in PDF format
03/23/2015 -- ANNUAL REPORT	View image in PDF format
08/29/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
03/20/2014 -- ANNUAL REPORT	View image in PDF format
03/26/2013 -- ANNUAL REPORT	View image in PDF format
04/03/2012 -- ANNUAL REPORT	View image in PDF format
04/01/2011 -- ANNUAL REPORT	View image in PDF format
03/24/2010 -- ANNUAL REPORT	View image in PDF format
04/14/2009 -- ANNUAL REPORT	View image in PDF format
04/21/2008 -- ANNUAL REPORT	View image in PDF format
04/20/2007 -- ANNUAL REPORT	View image in PDF format
10/16/2006 -- REINSTATEMENT	View image in PDF format
02/16/2005 -- ANNUAL REPORT	View image in PDF format
03/22/2004 -- ANNUAL REPORT	View image in PDF format
02/27/2003 -- ANNUAL REPORT	View image in PDF format
02/19/2002 -- ANNUAL REPORT	View image in PDF format
03/09/2001 -- ANNUAL REPORT	View image in PDF format
01/28/2000 -- ANNUAL REPORT	View image in PDF format
03/10/1999 -- ANNUAL REPORT	View image in PDF format
03/19/1998 -- ANNUAL REPORT	View image in PDF format
02/27/1997 -- ANNUAL REPORT	View image in PDF format
04/23/1996 -- ANNUAL REPORT	View image in PDF format

3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

N/A

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Steven Hydinger, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

Date 2-12-2021

Sworn to and subscribed before me this 12th day of February, 2021.

By: [Signature]
Tommie Graham Skellie

Notary Public, State of Alabama

~~Notary Public, State of Florida~~

Produced as ID:

Known to me

TOMMIE GRAHAM SKELLIE
Notary Public
Alabama State at Large



DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

Section 5. Disclosure and Behavior Requirements of Applicants and Persons/Entity seeking a City contract or currently doing business with the City.

Any applicant for a land use change or development permit requiring approval of the City Commission, or any person/entity seeking a City contract through a request for proposal, request for qualification, or sealed bid process (all referred to as applicant):

A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.

B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

N/A

2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

N/A

3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

N/A

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.
- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Dennis Rice, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

Date 2-16-21

Sworn to and subscribed before me this 16 day of February, 20 21.

By: JEFFREY GROSS

Produced as ID: PERSONALLY KNOWN

[Signature]
Notary Public, State of Florida



Jeffrey Gross
Comm. #GG954059
Expires: Feb. 24, 2024
Bonded Thru Aaron Notary



DISCLOSURE AFFIDAVIT

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- B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

- 1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

2015: Ben Preston \$250.00; 2016: Bill Gantz \$1000.00, Todd Drosky \$500.00

2018: Michael Hudak \$250.00; 2019: Michael Hudak \$250.00

2020: Todd Drosky \$500.00; 2021: Bernie Parness \$500

- 2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

KEITH does not have any conflicts with any of its

regulated officers.

3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

KEITH does not have any actions that are
in violation with the the City's Ethics Code

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.
- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Alexander Lazowick, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

02/17/2021

Date

Sworn to and subscribed before me this 17th day of February, 20 21.

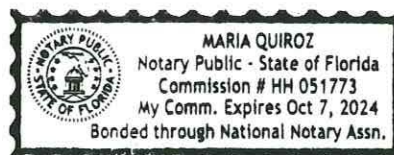
By:

Maria Quiroz

Produced as ID: Personally Known

[Signature]

Notary Public, State of Florida





DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

Section 5. Disclosure and Behavior Requirements of Applicants and Persons/Entity seeking a City contract or currently doing business with the City.

Any applicant for a land use change or development permit requiring approval of the City Commission, or any person/entity seeking a City contract through a request for proposal, request for qualification, or sealed bid process (all referred to as applicant):

A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.

B. All applicants shall include the following with their application, proposal, or bid:
(Attach additional sheets as needed for each item.)

1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

NONE

2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

NONE

3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

NONE

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, JAMES R. PRATT, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

Feb. 25, 2021
Date

Sworn to and subscribed before me this 25th day of February, 2021.

By: Deanne Claiborne

Produced as ID: Personally Known

Notary Public, State of Florida



Deanne Claiborne
Commission # GG089813
Expires: June 10, 2021
Bonded thru Aaron Notary



For Office Use Only
Application No. _____
Submittal Date: _____

ATTACHMENT C APPLICATION FOR VARIANCE

Pursuant to Code Section 98-116

**COMPLETE ALL SECTIONS OF APPLICATION LEGIBLY.
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.**

Check applicable box:

- ☐ **Variance- Zoning Appeals Special Master (ZASM):** Must submit complete application and all required submittals by the cutoff date to be scheduled for a ZASM hearing. If Staff determines more information is needed or the application is incomplete, the application will not be processed or scheduled.
- ☐ **Variance- City Commission:** Must comply with the public notice and advertising requirements, pursuant to Code Section 98-35(1).

REQUIRED SUBMITTALS

The following items must be submitted to be deemed a complete application (*for variances requiring approval by City Commission, documentation may be provided with the development plan application requirements in Attachment A*):

- ☒ **Complete Application** (Including Development Plan Application Form)
- ☒ **Application Processing Fee** (See fee schedule)
- ☒ **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.
- ☒ **Disclosure Affidavit** for all owners, representatives, and applicants for the project that will be speaking on behalf of the application (for City Commission variances only).
- ☒ **Agent Authorization Letter** if applicable, authorizing the applicant/agent to act on all property owners' behalf.
- ☒ **Current Survey** (*12 months or less*) showing existing conditions prepared, signed and sealed by a Florida registered surveyor of the subject property.
- ☒ **Site Plan** showing proposal for the variance being sought. Examples of acceptable site plans include sketches (to scale) on a current survey, drawings prepared by a licensed architect, engineer, or landscape architect, etc.
- ☒ **Photographs** (a minimum of 2) showing the existing conditions of the property taken from different perspectives where the development is proposed.
- ☒ **One (1) Digital CD** of required submittals listed above must be provided.
- ☒ **Other Information** may be required as determined by staff (e.g. architectural elevations, floor plans, site plan etc.)

Any party to a proceeding before the Special Master may appeal the decision of the Special Master by a writ of certiorari as provided by the Florida Rules of Appellate Procedure. In order to appeal the decision of the Special Master, a verbatim transcript of the proceeding is necessary.

PROPOSED VARIANCE

1. State the Code Section(s) and the Land Development Regulation standard(s) required for the proposed variance (*i.e. setbacks, height, etc.*):

CHAPTER 98, ARTICLE III, SECTION 98-61 SCHEDULE OF DIMENSIONAL REGULATIONS

RM-15 MINIMUM LOT AREA REQUIRED: 2900 SF/DU (62 UNITS X 2900 SF = 179,800 TOTAL REQUIREMENT)

RM-15 MINIMUM FRONT SETBACK: 25 FT

RM-15 MINIMUM CORNER SETBACK: 25 FT

RM-15 MINIMUM PERVIOUS AREA: 35%

2. Describe the variance(s) requested (*e.g. 20' front yard setback, etc.*):

VARIANCE FOR PROVIDED LOT AREA OF 45,520 SF

VARIANCE FOR PROVIDED FRONT SETBACK OF 16.5'

VARIANCE FOR PROVIDED CORNER/STREET SIDE SETBACK OF 16.5'

VARIANCE FOR PROVIDED PERVIOUS AREA OF 26.9%

A. DEMONSTRATION OF COMPLIANCE WITH VARIANCE CRITERIA

(Attach additional page(s) if more space is needed)

Section 98 116(f)(2) of the Deerfield Beach Land Development states: *all of the following requirements must be met to secure approval for a variance. The burden of proving that all requirements are met shall be on the applicant who shall be required to affirmatively demonstrate on the record, satisfaction of the necessary requirements set forth below.*

This application will not be accepted without a specific statement in response to each of the requirements on the following pages.

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or buildings involved and which are not applicable to other lands, structures in the same zoning district:

The Community is unique because it exists to provide low income, senior housing. The intention since the Community began over thirty (30) years ago was to develop a series of apartment buildings to accommodate the aging, low income population of Deerfield Beach.

Phase IV is only the final phase of the Community that began many years ago. Because this fourth (4th) and last phase is on the only remaining land, the Owner's proposed Phase IV building must fit into the existing footprint. The Community is bounded to the east by SW Martin Luther King, Jr. Avenue, and to the north by SW 2nd Avenue. The property to the west has been improved and the property to the south is the third B'nai B'rith Community building. The unique shape of the land available for Phase IV cannot, therefore, be enhanced by the acquisition of additional lands.

Unlike other properties, the plat note restricting this Property prevents the Property from being used for any purpose other than expansion of the Community.

Finally, unlike other properties, a charitable organization will develop and operate Phase IV with a goal it shares with the City—to provide housing for aging people with limited income.

These are all special circumstances unique to this property making the Variances necessary.

Please refer to revised Supplemental Variance Justification that is included with this submittal.

- b. That the special conditions and circumstances do not result from the actions of the applicant:

The need for the Phase IV is a direct result of, among other causes, the aging and low income population that has grown in Deerfield Beach over the last thirty (30) plus years. And the need for the Variances is a direct result of the need for Phase IV.

While the aging housing stock and aging, low income senior population are not circumstances created by the Owner, the Owner intends to develop Phase IV of the Community in order to help ease the burden of aging housing stock and to provide adequate and affordable housing for the growing senior population.

Further, the plat note limiting the use of the Property to senior, low income housing is not a result of Owner's actions. Yet, that note precludes any other use of the Property.

Owner's actions have created neither the need for, nor the plat note mandating, this type housing.

Please refer to revised Supplemental Variance Justification that is included with this submittal.

- c. **The granting of a variance is specifically contemplated by the Deerfield Beach Land Management Regulations. Granting a variance to the Owner in accordance with the procedures and criteria of the Land Management Regulation will not confer a special privilege to the Owner that is denied to other lands, buildings, or structures.**

The specific Variances requested by the Owner are, indeed, unique to the particular parcel at issue and its existing use as a low income, senior housing apartment complex. To our knowledge, no other property in the same zoning district is in a similar circumstance. The plat note mandates senior, low income housing on the Property, and precludes other uses. Any other property in the same circumstances should receive the same treatment we are requesting for Phase IV.

Please refer to revised Supplemental Variance Justification that is included with this submittal.

- d. That the literal interpretation of the provisions of this Code would deprive the applicant of the rights commonly enjoyed by other properties in the same zoning district under the terms of this Code and would work unnecessary and undue hardship on the applicant:

The literal interpretation of the Code would deprive the Owner of the ability to develop its remaining unimproved land and therefore would work unnecessary and undue hardship on the Owner.

The Owner is seeking the Variances to complete the original intended use for the Property (which the plat note makes the only permitted use), to realize Owner's charitable mission (Owner's not-for-profit purpose is a significant and unique consideration), and to address a growing public need.

Owner and City would both suffer unnecessary and undue hardship if Phase IV cannot proceed. If the Variances are denied Owner will suffer the unique losses of abandoning a long-term plan and desire to optimize the resources the Community represents, and will be denied the full benefit of its efforts and resources; and the City will suffer the loss of one of the few undeveloped parcels suitable for age and income restricted housing.

Please refer to revised Supplemental Variance Justification that is included with this submittal.

- e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure:

The requested Variances are necessary in order for Phase IV to be viable. At the same time, the Variances are not overreaching – in the course of our lengthy analysis we concluded the Variances are the minimum required. Each Variance is the minimum possible in its category.

Please refer to revised Supplemental Variance Justification that is included with this submittal.

- f. That the grant of the variance will be in harmony with the general intent and purpose of this Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare:

The Deerfield Beach Land Management Regulations include the Comprehensive Plan as a guide for the regulation and development of the City of Deerfield Beach. Phase IV of the Community will help the City of Deerfield Beach achieve its objective of the Comprehensive Plan by providing more options for affordable, senior, low income housing, by providing high quality housing conditions, and by developing a new apartment building on unimproved land rather than on historic or preservation land.

THE IMPLEMENTATION OF THIS PROJECT WOULD BE A BENEFIT TO THE COMMUNITY BY AIDING

TO ADDRESS A NATIONAL AND LOCAL ISSUE OF AFFORDABLE SENIOR HOUSING.

The Owner's proposed development will not be injurious to the area or public welfare. The Variances will not change the use of the Property—the use will remain as it has been for decades. The Community and surrounding uses are compatible with and complement the area. It will also promote the public welfare.

It is interesting and fortuitous the plan for Phase IV implements principles that make the Community more livable and walkable. The attached Site Plan depicts the building closer to the right-of-way. It also depicts parking in the rear of the building, less visible from the right-of-way. In addition, in accordance with staff comments, the front elevation will be made more interesting with a faux front entrance and other contours and features.

The Variances make it possible to implement in Phase IV those livability and walkability principles. In its Comprehensive Plan, the City itself has concluded public welfare is best served by the type of affordable, quality housing proposed with Phase IV. It would be denial of the Variances and abandonment of Phase IV that would be detrimental to the public welfare.

Please refer to revised Supplemental Variance Justification that is included with this submittal.



For Office Use Only
Application No. _____
Submittal Date: _____

ATTACHMENT D

APPLICATION FOR TECHNICAL DEVIATION

Pursuant to Code Section 98-88(q).- *Off Street Parking and Loading.*

**COMPLETE ALL SECTIONS OF APPLICATION LEGIBLY.
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.**

An application must be deemed complete and in compliance with the Land Development Code by Staff prior to the items being scheduled for public hearing.

REQUIRED SUBMITTALS

The following items must be submitted to be deemed a complete application (*documentation may be provided with the development plan application requirements in Attachment A*):

- ☐ **Complete Application** (*Including Development Plan Application Form*)
- ☐ **Application Processing Fee** (*See fee schedule*)
- ☐ **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.
- ☐ **Disclosure Affidavit** for all owners, representatives, and applicants for the project that will be speaking on behalf of the application.
- ☐ **Agent Authorization Letter** (*if applicable*) authorizing the applicant/agent to act on all property owners' behalf.
- ☐ **Business Tax Receipt Application** (*if applicable*)
- ☐ **Dimensioned Floor Plan** and/or site sketch showing proposed use in relation to the building and/or site.
- ☐ **One (1) Digital CD** of required submittals listed above must be provided.
- ☐ **Other Information** may be required as determined by staff (e.g. architectural elevations, floor plans, site plan etc.).

Public Notice and Advertising Requirements

Pursuant to Code Section 98 35(1), prior to any public hearing of the city commission for a development permit as described in section 98 12 of this Code, the applicant shall provide proper notification to the public in compliance with this section and all applicable county, state and federal law.

A. PROPOSED TECHNICAL DEVIATION

Provide the following calculations in the table below:

	Required	Existing	Proposed	Change (+/-)
Total number of parking spaces	58	N/A	22	-36
Total number of ADA-accessible parking spaces	3	N/A	4	+1

B. DEMONSTRATION OF COMPLIANCE WITH TECHNICAL DEVIATION CRITERIA

(Attach additional page(s) if more space is needed)

Section 98 88(q) of the Deerfield Beach Land Development Code states: *one the following requirements must be met in order to receive a technical deviation. The burden of proving that one of the requirements is met shall be on the applicant who shall be required to affirmatively demonstrate on the record, satisfaction of the necessary requirements set forth below.*

The City Commission may grant a technical deviation from the requirements of the off street parking requirements as it deems justified based upon the criteria described below with any conditions it deems necessary to assure that the reasonable parking needs of the use are provided for.

Application WILL NOT be accepted without a specific statement in response to either i, ii, or iii on the following pages.

- i. The applicant affirmatively demonstrates that the application for off-street parking requirements places restrictions upon the use of the proposed development which make the off-street parking requirements excessive in view of the use limitations being voluntarily placed upon the proposed use (provided said use restrictions are included in an enforceable development agreement). It shall be the burden of the applicant to propose, with its application, the voluntary restriction:

THE PROPOSED DEVELOPMENT IS LOCATED ADJACENT TO 3 OTHER AGE-RESTRICTED HOUSING DEVELOPMENTS AND ONCE COMPLETE WILL BE A PART OF THAT GREATER CAMPUS. PARKING FROM THE CAMPUS AS A WHOLE WILL BE FACTORED IN A PARKING STUDY. IN ADDITION, BASED ON THE AGE RESTRICTION AND TRIP GENERATION ANALYSIS THE APPLICANT NOTES THAT THERE ARE FEWER VEHICLES REQUIRED BY RESIDENTS AND THEREFORE A MUCH SMALLER DEMAND FOR PARKING.

- ii. It is found that the arrangement of uses in close proximity to the proposed use is such that, when combined with available mass transit or other uses which are likely to provide parking for patrons of the proposed use without the necessity of seeking a different parking space, is such that the strict application of the off-street parking ordinance requirements would be inequitable to the applicant, or unnecessary to protect the public interest, or would be in excess of that needed to provide sufficient parking for the proposed use:

n/a

- iii. A study is provided by a qualified traffic engineer or (AICP) certified planner indicating that, for the specific use, considering any use restrictions, other unique characteristics of the area, or other specific elements unique to the development, strict application of the off-street parking requirements will make it inequitable to the applicant or unnecessary to protect the public interest to apply the specific requirements of the off-street parking ordinance and that sufficient parking to serve the proposed development exists with the granting of the technical deviation:

n/a

SUPPLEMENT TO VARIANCE JUSTIFICATIONS

Project Name: B'nai B'rith Apartments IV

Application No.: 21-RM-15-65

BACKGROUND

B'nai B'rith of Deerfield Beach II Inc. ("**Owner**") submitted this Application through Owner's developer, BREC Development, LLC. The property to be developed ("**Property**") is the northern, undeveloped portion of the approximately 3.547 acres parcel depicted on the plat recorded in the Broward County Records in Plat Book 128 at Page 46 ("**Plat**").

Owner proposes developing the Property as the fourth phase ("**Phase IV**") of a community currently consisting of three developed phases ("**Community**"). The Community is not for profit and age-and income-restricted. Phase IV will add 62 more units and will adjoin, and share infrastructure with, the second phase ("**Phase II**").

In its Application, Owner requests approval of three variances (the "**Variances**") which are summarized below.

We submit these supplemental justifications for the Variances in response to comments of the DRC.

GENERAL JUSTIFICATIONS

The Property is zoned RM-15. In addition, the Property is subject to a Plat Note restricting use of the Property to age- and income-restricted housing ("**Plat Note**"). We need the Variances because Phase IV cannot be viable and comply with both the requirements of the RM-15 zoning and with the Plat Note.

Without the Variances, the Property cannot be developed into a viable age- and income-restricted community. That is because without the Variances the building must be smaller (by approximately 22 units). According to Owner's projections, the smaller building will not generate sufficient income to sustain operations.

Feasibility is a proper consideration for these Variances since the Plat Note limits the Property to a single use—it is an insurmountable hardship if that single use is not feasible. Feasibility is also appropriate consideration because in this case, feasibility does not mean profitability—this Community is not-for-profit. When we speak of "feasibility," we mean sustainable for a charitable purpose that implements City policies.

The Property currently accommodates drainage from earlier phases of the Community. The stormwater designs for Phase IV permit the Property to continue accommodating drainage from earlier phases, while at the same time accommodating its own post-development drainage.

Granting the Variances will not relieve Phase IV from complying with any stormwater requirements. The Variances relate only to the dimensional requirements of Section 98-61 of the Land Development Regulation.

The denial of Phase IV would be a loss for the City and for the needy residents who would live in Phase IV, and would undermine goals and objectives of City's Comprehensive Plan. Among other

goals, Goal HS 1.0 of City's Comprehensive Plan states the City will provide "...sufficient quantity of safe and adequate housing which is affordable to all income groups in Deerfield Beach." City's granting the Variances will implement the Comprehensive Plan by providing more options for affordable, senior, low-income housing, and encouraging infill development on an underused site.

SPECIFIC JUSTIFICATIONS

Variance Request: Lot Area Required

RM-15 zoning requires a minimum lot area of 2,900 square feet per density unit, which for Phase IV equates to 111,650 square feet. The Owner is seeking a variance of 66,130 square feet for a resulting build of 45,520 square feet.

The Plat Note creates a hardship that is peculiar to the Property. The hardship is that an age- and income restricted residential community (as required by the Plat Note) is not feasible if the development must also comply with minimum lot area requirements. Phase IV is not sustainable if it must comply with both minimum lot area requirements of the current zoning and with the Plat Note.

This variance from the minimum required area is not overreaching. Owner established the Property boundaries in part to ensure Phase II remains compliant with City requirements. In the course of our analysis, we concluded this variance is the minimum required for a usable area. We are also mitigating for the lot size, and ensuring intensity of Phase IV is compatible with the area, by sharing parking and other infrastructure between Phase II and Phase IV.

We are able to demonstrate this variance from the minimum lot area is the minimum necessary for Phase IV.

Because this variance is the minimum necessary to allow development, Owner is not receiving a benefit unavailable to other owners. The variance will ensure only that the Property can be developed consistent with the Plat Note.

Variance Request: Minimum Corner Setback

RM-15 zoning requires a minimum corner setback of 25 feet (Front and Street Side). The Owner is seeking a variance of 8.5 feet resulting in a corner setback of 16.5 feet.

The hardships caused by the Plat Note also necessitate the corner setback variance. Complying with corner setbacks would require construction of a smaller building. And, as noted above, the project is not viable with a smaller building.

Thus, a project complying with the Plat Note is not feasible without a variance from corner setback requirements.

This variance from the corner setback requirements is not overreaching, and in fact, allows Phase IV to comply with design guidelines favored by the City. For example, the Pioneer Grove Design Standards include the following policies:

"Buildings are preferred to be as close to the sidewalk as possible, provided that required landscape, hardscape, and infrastructure are incorporated..."

And,

'Surface parking...shall be located on the side of the structure deemed "back of house" or in the area least likely to be visible from the largest pedestrian area.'

Granting the variances from corner setback requirements allows Phase IV to comply with both of these guidelines by placing the building adjacent to the sidewalk, and making room for surface parking in the rear.

In the course of our analysis, we concluded this variance is the minimum required for a usable area consistent with the guidelines of the architectural district. We are able to demonstrate this variance from corner setback requirements is the minimum necessary for Phase IV.

Because this variance is the minimum necessary to allow development, Owner is not receiving a benefit unavailable to other owners. The variance will ensure only that the Property can be developed consistent with the Plat Note and that Phase IV implements City design preferences.

Variance Request: Minimum Landscape area

RM-15 zoning requires a minimum landscape area of 35%. The Owner is seeking a variance of 8.39% landscaped area resulting in a landscaped area of 26.61% of the proposed site.

The justifications for the other Variances apply also to the variance from the minimum required landscape area.

Owner cannot increase the landscape area without infringing on other development requirements or increasing the scope of the other Variances. Accordingly, the requested minimum landscape area variance is the minimum possible for the project. Phase IV provides the maximum possible landscape area.

For the same reason, Owner is not receiving a benefit unavailable to other owners. The variance provides the basic benefit of developing the Property for the only use permitted by the Plat Note.

January 26, 2022

City of Deerfield Beach

**RE: B'NAI B'RITH Apartments IV
KEITH Project No. 10912.00**

KEITH, on behalf of the applicant (B'NAI B'RITH of Deerfield Beach II Inc.) submit applications for a Development Plan approval and Plat Note Amendment for the property located at 255 SW 3rd Avenue within the City of Deerfield Beach. The property is currently zoned as Multi-Family Residence (RM-15). The City's Land Use map designates the property as Medium Density Residential (15 DU/AC). The property currently comprises a parcel totaling approximately 3.547 acres and features the Existing B'nai B'rith II Facility.

The B'nai B'rith Campus features three existing phases of age/income restricted apartments. The proposed development plan (BB-IV) is to split the existing parcel and develop the vacant space as phase #4. The proposed phase #4 will consist of a four-story age/income restricted Special Residential Facility with a 67,825 SF building consisting of 62 total units (38.5 Dwelling Unit Equivalents).

The existing plat (PB 128, PG 46) includes an amended plat note restriction (ORB44008 / PG 646) which restricts development on Tract 'A' to:

This plat is restricted to a Special Residential Facility, Category (3) as defined by the Broward County Land Use Plan and an existing 16,000 square foot youth automotive training facility. The Special Residential Facility, Category (3) contain 312 sleeping rooms (156 dwelling unit equivalents) which includes an existing manager's unit.

The Special Residential Facility is further restricted to persons 62 years of age or older with a total family income of eighty (80) percent or less of the median income of Broward County according to the current standard of metropolitan statistics of the United States Department of Housing and Urban Development.

Below is a breakdown of the existing three phases of the B'nai B'rith Development. These existing phases account for 272 sleeping rooms (136 dwelling unit equivalents) within the existing plat note restriction.

Project	Units	Dwelling Unit Equivalents	Sleeping Rooms
Existing BB-I	99 (One-Bed) / 1 (Two-Bed) 100 Total	50.5	101
Existing BB-II	83 (One-Bed)	41.5	83
Existing BB-III	88 (One-Bed)	44	88
Sub-Total Existing	271 Units	136 Equivalents	272 Sleeping Rooms
Proposed BB-IV	47 (One-Bed) / 15 (Two-Bed) 62 Total	38.5	77
Total	333 Units	174.5 Equivalents	349 Sleeping Rooms

The proposed BB-IV development will include 62 total units (47 one-bed units and 15 two-bed units) which equals 77 sleeping rooms (38.5 dwelling unit equivalents). The request for plat-note amendment will seek to increase the restrictive language:

- From 312 sleeping rooms (156 dwelling unit equivalent)
- To 349 sleeping rooms (175 dwelling unit equivalent). Confirmed by Broward County.

Site Plan Requirements – Per Chapter 98, Article II, Section 98-17

- *Adequacy of local transportation network.* Local street shall have adequate capacity, safe and efficient traffic circulation, and appropriate functional classification to serve the proposed development. Adequate capacity and safe and efficient traffic circulation shall be determined by using existing and site-specific traffic studies, the city's comprehensive plan, and accepted applicable traffic engineering standards.

Response: The proposed development is anticipated to have minimal impact to the local transportation network as it is expected to generate less than 500 trips per day. The applicant has provided a traffic impact statement.

- *Adequacy of regional road network.* The regional road network shall be adequate to serve the proposed development. The proposed development shall not be deemed to satisfy this requirement unless one of the following conditions exist:

Response: The proposed development is anticipated to have minimal impact to the regional transportation network as it is expected to generate less than 500 trips per day. The applicant has provided a traffic impact statement. Broward County will review traffic impact on SW 3rd Avenue at the time of plat note amendment.

- Stormwater Management.

Response: All stormwater will be treated pursuant to the City's Land Development Code. Design calculations will be provided showing the adequacy of the proposed stormwater management system.

- *Potable Water.* Adequate potable water shall be provided for the needs of the proposed development consistent with this Code and the City of Deerfield Beach Comprehensive Plan.

Response: Acknowledged. The applicant will submit water/sewer capacity demand calculations during site plan approval.

- *Wastewater.* Adequate wastewater services shall be provided for the needs of the proposed development consistent with this Code in the Comprehensive Plan.

Response: Acknowledged. The applicant will submit water/sewer capacity demand calculations during site plan approval.

- *Solid waste.* Adequate solid waste collection facilities and services shall be obtained by the applicant through the department of sustainable management.

Response: The development team has designed the site for adequate solid waste collection and circulation. A separate designated trash enclosure has been designed for the BB-IV development and is depicted on the Site Plan SP-101.

- *Fire and fire rescue protection.* Fire and fire rescue protection services shall be adequate to protect people and property in the proposed development.

Response: The development team has designed the site for adequate fire/emergency access



and circulation according to the City of Deerfield Beach Fire Department requirements. A fire access plan has been submitted showing the required 20-foot clear fire circulation path with 38' inside and 50' outside turning radii. Existing and Fire hydrant locations are shown on the plan.

- *Police protection.* Police protection services shall be adequate to protect people and property in the proposed development. The development shall provide improvements to minimize the risk to public safety and assure adequate police protection.

Response: This project is considered to be an infill development. The urban nature and design of the building and proposed site will promote the principles of Crime Prevention Through Environmental Design (CPTED) to help foster adequate policing and prevention of criminal activities.

- *Communications network.* Building and structures shall not interfere with the City of Deerfield Beach and Broward County public safety communication network. Development shall be modified to accommodate the needs of the City of Deerfield Beach and Broward County public safety communication network.

Response: Comment Acknowledged.

- *Protection of air navigation.* No development shall include a structure, or alteration thereof, that is subject to the notice requirements of Federal Aviation Regulations (FAR) Part 77, Subpart B.

Response: The development is not anticipated to have any impact to the FAA Height Restrictions as this development is not located within any zone of impact.

- *Adequacy of local parks and recreation facilities.* Land suitable for residential development pursuant to the applicable land development regulations shall be designed to provide for the park, open space, and recreational needs of the future residents of the developed area.

Response: The applicant believes there is adequate local parks and recreation and is aware that impact fees may need to be satisfied.

- *Platting.* The platting requirements as set forth in the city's adopted comprehensive plan and Broward County Land Use Plan have been met.

Response: The Site is currently platted; however, a plat note amendment is anticipated and will be processed concurrently with this site plan application. Applicant will delineate the BB-IV without re-platting in the same manner as the previous three phases.

- The development permit is consistent in all respects and satisfies the requirements of the Deerfield Beach Comprehensive Plan.

Response:

Policy FLU 1.1.9: The City shall continue to provide for a variety of housing densities in the Future Land Use Plan.

Policy FLU 1.3.2: In accordance with the South Florida Regional Planning Council's Strategic Regional Policy Plan, the City shall promote increased use of mixed densities and housing product types within residential zoning and individual parcels to encourage the planning and construction of a greater diversity of housing choices.



GOAL FLU 8.0: Promote and implement appropriate land uses and development patterns consistent with smart growth principles, (as defined by the Smart Growth Network and listed below), to maximize natural and socioeconomic resources, and to preserve and improve the health, safety and welfare of the City's residents and visitors.

- **Compatibility.** The proposed development must be compatible with adjacent and neighboring uses and zoning, preserve the character within 500 feet of the proposed development, public and private schools. The proposed development shall include improvements or modifications either on-site or within the public rights-of-way to mitigate adverse impacts, such as traffic, noise, odors, shadow, scale, visual nuisances, or other similar adverse effects to adjacent neighborhoods.

Response: The proposed use is compatible with the adjacent uses. The site is bounded by single-family residential properties to the east, multi-family residential to the south and west, and open space to the north. The proposed development is similar to the previous B'nai B'rith Development Phases in terms of scale, style, and use.

- **Required right-of-way dedications.** All developments which contain property designated by the Broward County Trafficways Plan and the delineated by the Broward County Trafficways plan and the delineated trafficways plan approved by the county commission, pursuant to the Broward County Land Development Code, shall be conveyed to the public by dedication on the face of any plat, or by warranty or easement deed, if the development permit is not a plat or if such instruments are found acceptable by the city attorney for the City of Deerfield Beach.

Response: It is not anticipated that any further ROW dedication will be needed for SW 3rd Avenue or SW 2nd Street. SW 3rd Avenue is designated as an 80-foot County Collector Roadway, per the Broward County Trafficways Map. Per the existing Plat, 40 feet has been dedicated on the western half of the SW 3rd Ave right-of-way. SW 2nd Street is a local street, per Broward County Trafficways Map, and is shown as a 50-foot ROW, per Broward County ROW Maps.

- **Adequacy of schools.** The city shall not approve an application for a residential plat, replat, plat note amendment, findings of adequacy, or any residential site plan application that generates one or more students, (or is not exempt or vested from the requirements of public-school concurrency), until the school board has reported that the school concurrency requirement has been satisfied, and the city has determined that the application is consistent with this Code and the city's Comprehensive Plan.

Response: The Proposed Development is age-restricted; therefore, it is not anticipated that the development will generate any additional students.

Respectfully submitted,

Michael Amodio

Michael Amodio, AICP

Planner

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www.KEITHteam.com

CC: Steven Hydinger, BREC Development



January 26, 2022

City of Deerfield Beach

**RE: B'NAI B'RITH Apartments IV
KEITH Project No. 10912.00**

In connection with the site plan application (21-RM15-65), KEITH is submitting for a Technical Deviation to the amount of required parking for the BB-IV Development.

- **Summary**

- The proposed BB-IV Development requires 58 parking spaces.
- The proposed BB-IV Development provides 22 parking spaces.
- A 36-parking space deviation is requested for the proposed BB-IV development.
- A shared parking analysis of BB-IV and adjoining BB-II is being submitted. We expect parking between the two properties to be adequate for both based on use patterns.

Technical Deviation - Per Chapter 98, Article IV, Section 98-88

A technical deviation is a reduction in the required amount of parking spaces required by the City. One of the following requirements must be met in order to receive a technical deviation:

- (i) *The applicant affirmatively demonstrates that the application for off-street parking requirements places restrictions upon the use of the proposed development which make the off-street parking requirements excessive in view of the use limitations being voluntarily placed upon the proposed use (provided said use restrictions are included in an enforceable development agreement). It shall be the burden of the applicant to propose, with its application, the voluntary restriction; or*
- (ii) It is found that the arrangement of uses in close proximity to the proposed use is such that, when combined with available mass transit or other uses which are likely to provide parking for patrons of the proposed use without the necessity of seeking a different parking space, is such that the strict application of the off-street parking ordinance requirements would be inequitable to the applicant, or unnecessary to protect the public interest, or would be in excess of that needed to provide sufficient parking for the proposed use; or
- (iii) A study is provided by a qualified traffic engineer or (AICP) certified planner indicating that, for the specific use, considering any use restrictions, other unique characteristics of the area, or other specific elements unique to the development, strict application of the off-street parking requirements will make it inequitable to the applicant or unnecessary to protect the public interest to apply the specific requirements of the off-street parking ordinance and that sufficient parking to serve the proposed development exists with the granting of the technical deviation;

Response to section (iii) above: A Parking Demand Analysis has been submitted outlining the existing parking supply that the current site provides. Based on this supply, the consultant performed a parking accumulation survey to determine the maximum utilization of those parking spaces during any day of the week with 100% occupancy of the facility. A parking demand analysis was also completed to project what the future peak demand will be with the proposed development in place. Based on the existing maximum utilization rate as determined

from the parking utilization study, a future estimation was made for the proposed development. The parking analysis demonstrates the strict application off-street parking requirements of the land development code are much higher than the actual parking requirement and are therefore not in the best interest of the public because of the unique nature of the facility. It also demonstrates parking provided by BB-II, which is in close proximity, together with the parking to be provided by BB-IV will be adequate for both communities. Please refer to the attached Revised Parking Demand Analysis dated September 2021.

We thank you for your prompt attention in this matter. If you have any questions or require additional information, please do not hesitate to call us.

Respectfully submitted,

Michael Amodio

Michael Amodio, AICP

Planner

Office: 954.788.3400

Email: MAmodio@keithteam.com

www.KEITHteam.com

CC: Steven Hydinger, BREC Development



January 26, 2022

City of Deerfield Beach

**RE: B'NAI B'RITH Apartments IV
KEITH Project No. 10912.00**

Special Residential Bonus Sleeping Room Allocation Request:

In connection with the site plan application (21-RM15-65), KEITH is requesting Allocation of Bonus Sleeping Rooms for the development of the proposed Phase IV of the B'nai B'rith Campus (BB-IV).

The property is currently zoned as Multi-Family Residence (RM-15). The City's Land Use map designates the property as Medium Density Residential (15 DU/AC). The Broward County Land Use Map designates the property as Medium-High Residential (25 DU/AC).

The existing property is one parcel, consisting of 3.547 NET Acres and 4.239 GROSS Acres (Per Survey). The project seeks to divide the existing parcel into two independent parcels. The attached exhibit is a breakdown of the two resulting parcels. The gross acreage is measured to the centerline of SW 2nd Street and the centerline of SW 3rd Avenue. The NET Acreage accounts for all existing ROW dedications.

The current development plan proposes developing a final phase ("Phase IV") on the undeveloped area at the north end of the Property. Phase IV will consist of a four-story age and income restricted Special Residential Facility with a permitted density of 15 du/ac which results in a permitted total of 21 dwelling units or 42 sleeping rooms per Broward County Land Use Plan.

To allow the proposed total of 77 sleeping rooms (47 one-bedroom and 15 two-bedroom units) for Phase IV, the city would need to allocate 35 of the remaining bonus sleeping rooms from the available allocation pool.

The remnant existing parcel (South) will comply with existing density regulations by maintaining the allowed 15 unit per acre requirement, per zoning code, with a permitted total of 42 dwelling units or 84 sleeping rooms.

The B'nai B'rith Apartments Campus features three existing phases of age and income restricted apartments. The Community residents are ambulatory and require no services. The units provide affordable lodging for aging, low-income people desiring and capable of independent living. Allocating to the property bonus sleeping rooms addresses an important City need to provide this type of housing.

We thank you for your prompt attention in this matter. If you have any questions or require additional information, please do not hesitate to call us.

Respectfully submitted,

Michael Amodio

Michael Amodio, AICP

Planner

Office: 954.788.3400

Email: MAmodio@keithteam.com

www.KEITHteam.com

CC: Steven Hydinger, BREC Development

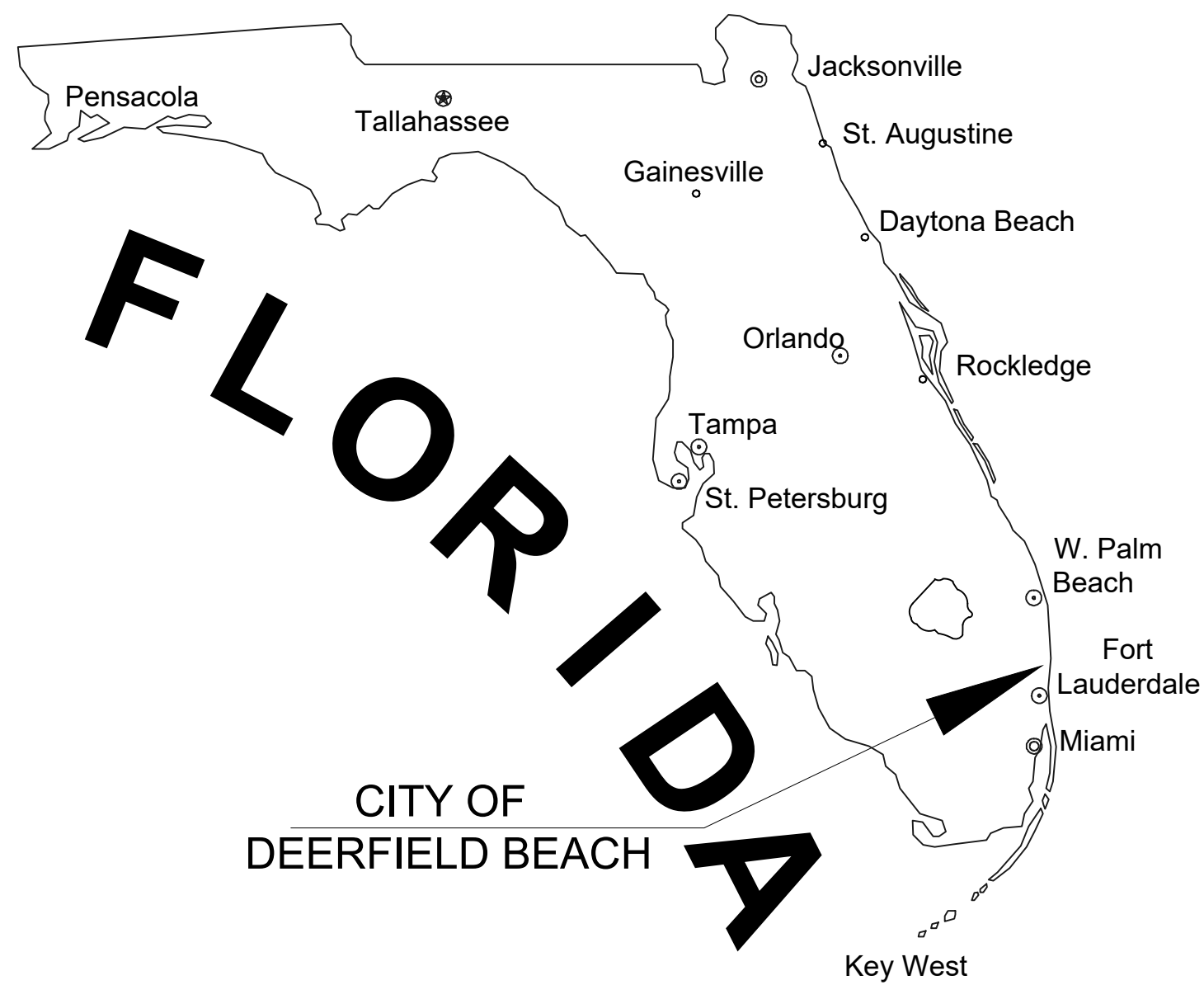
www.KEITHteam.com

SITE PLAN SUBMITTAL

B'NAI B'RITH

APARTMENTS IV

255 SW 3RD AVE, 33441
CITY OF DEERFIELD BEACH
BROWARD COUNTY, FLORIDA



RELATIONSHIP BETWEEN
NGVD 1929 AND NAVD 1988

DATUM	DIFFERENCE	ELEV.
NGVD 1929	+1.50 FEET	1.50'
NAVD 1988		0.00'

ALL ELEVATIONS SHOWN ON THESE PLANS ARE
BASED ON NAVD 1988 DATUM

FEMA FLOOD ZONE:

THE PROPERTY IS LOCATED WITHIN FLOOD ZONE AE
& AH WITH A BASE FLOOD ELEVATION OF 11 & 12 FEET,
AS SHOWN ON F.I.R.M. NUM. 12011C0178J, BEARING A
MAP EFFECTIVE DATE OF 12/31/2019.

LAND DESCRIPTION:

A PORTION OF TRACT A, B'NAI B'RITH SENIOR CITIZEN PLAT, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 128, ON PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT A; THENCE NORTH 88°18'13" EAST ALONG THE
NORTH LINE OF SAID TRACT A, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE
NORTH 88°18'13" EAST ALONG SAID NORTH LINE, A DISTANCE OF 258.61 FEET; THENCE ALONG THE EAST LINE
OF SAID TRACT A THE FOLLOWING TWO COURSES; (1) SOUTH 46°27'28" EAST, A DISTANCE OF 42.60 FEET; (2)
SOUTH 01°13'09" EAST, A DISTANCE OF 152.30 FEET; THENCE SOUTH 88°46'51" WEST, A DISTANCE OF 129.20
FEET; THENCE NORTH 01°41'50" WEST, A DISTANCE OF 40.79 FEET; THENCE SOUTH 88°46'51" WEST, A
DISTANCE OF 159.26 FEET TO A POINT ON A LINE BEING 5.00 FEET EAST OF AND PARALLEL TO THE WEST LINE
OF SAID TRACT A; THENCE NORTH 01°14'08" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 140.67 FEET
TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA CONTAINING 45,520
SQUARE FEET (1.045 ACRES) MORE OR LESS.

PROJECT DESCRIPTION / SCOPE OF WORK:

THE PROPOSED DEVELOPMENT PLAN (BB-IV) IS TO SPLIT THE EXISTING PARCEL AND DEVELOP THE VACANT
SPACE AS PHASE #4 OF AN EXISTING SENIOR LIVING CAMPUS. THE PROPOSED PHASE #4 WILL CONSIST OF A
FOUR-STORY AGE/INCOME RESTRICTED SPECIAL RESIDENTIAL FACILITY WITH A 67,825 SF BUILDING
CONSISTING OF 62 TOTAL UNITS (38.5 DWELLING UNIT EQUIVALENTS). THE SITE WILL ALSO FEATURE
PARKING, DRAINAGE, WATER, SEWER, AND LANDSCAPING IMPROVEMENTS.



LOCATION MAP

SECTION 01, TOWNSHIP 48S, RANGE 42E
FOLIO #484201250011

PREPARED FOR:
BREC DEVELOPMENT, LLC
3010 THIRD AVENUE SOUTH
BIRMINGHAM, AL 35233

INDEX OF SHEETS	
Sheet Identification	Sheet Title
--	COVER PAGE
--	SURVEY
SP-102	SITE PLAN
SP-501	SITE PLAN DETAILS
SP-502	VEHICLE CIRCULATION PLAN
ARCHITECTURAL PLANS	
A1.02	CODE COMPLIANCE & MATRIX
A2.1 - A2.2	EXISTING BUILDING ELEVATIONS
A6.11 - A6.12	EXTERIOR ELEVATIONS
A5.11 - A5.14	ARCHITECTURAL FLOOR PLANS
A5.15	ROOF PLAN
A5.61	UNIT PLANS
--	COLOR ELEVATIONS
LANDSCAPE PLANS	
LD-101	TREE DISPOSITION PLAN
LD-001	LANDSCAPE NOTES
LP-100	OVERALL LANDSCAPE PLAN
LP-101	LANDSCAPE PLAN
LP-501	LANDSCAPE DETAILS & NOTES
LI-101	IRRIGATION PLAN
LI-501	IRRIGATION DETAILS & NOTES
PHOTOMETRIC PLANS	
LL-101	PHOTOMETRIC PLAN

PROJECT TEAM

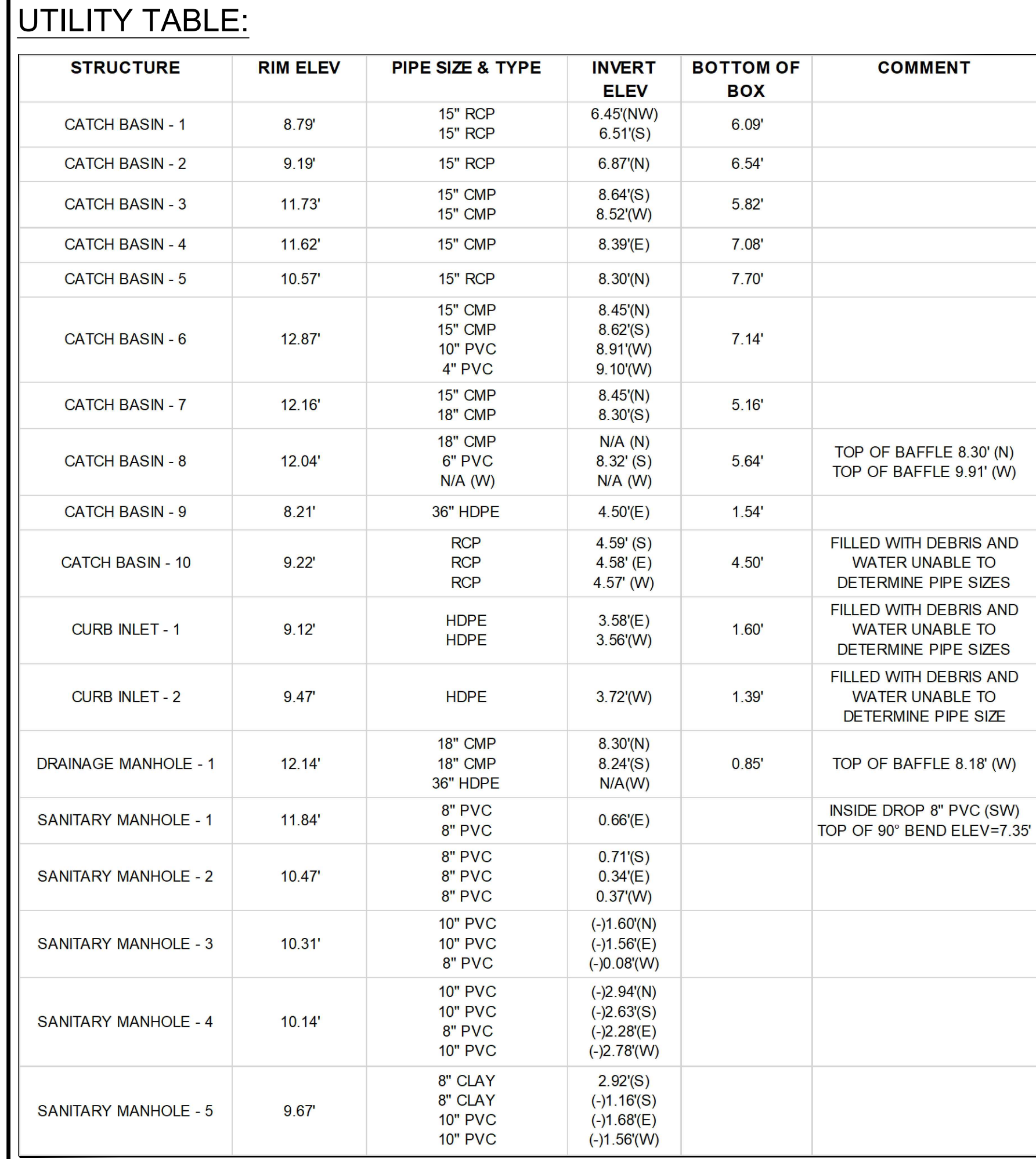
APPLICANT / DEVELOPER: BREC Development 3010 Third Avenue South Birmingham, AL 35233 205-999-1101, Stevenh@Brecdevelopment.com	ENGINEER: KEITH 301 E. Atlantic Boulevard Pompano Beach, FL 33060 954-788-3400, TDonahue@Keithteam.com
PROPERTY OWNER: B'NAI B'RITH APARTMENTS OF DEERFIELD BEACH II INC 299 SW 3rd Ave Deerfield Beach, FL 33441 954-426-5577Drtigers@aol.com	LANDSCAPE ARCHITECT: KEITH 301 E. Atlantic Boulevard Pompano Beach, FL 33060 954-788-3400, MPhillips@Keithteam.com
ARCHITECT: Forum Architecture 237 S Westmonte Drive, Suite 220 Altamonte Springs, FL 32714 954-830-1400, dehleringer@forumarchitecture.com	LAND USE ATTORNEY: BURR & FORMAN LLP 200 South Orange Avenue, Suite 800 Orlando, FL 32801 407-540-6600, jpratt@burr.com



PROJECT No. 10912.00 JANUARY 28TH, 2022

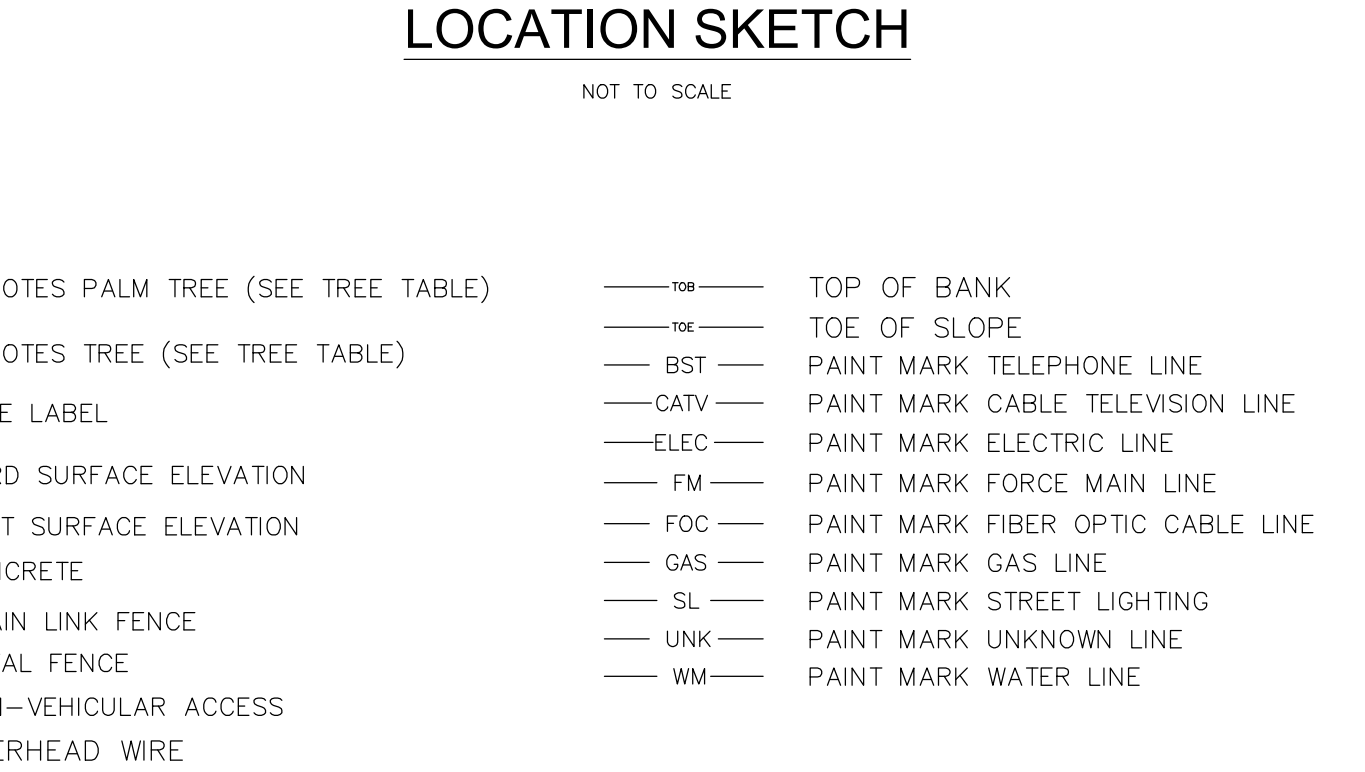
THESE PLANS MAY HAVE BEEN
REDUCED IN SIZE BY REPRODUCTION.
THIS MUST BE CONSIDERED WHEN
OBTAINING SCALED DATA.





ENCUMBRANCE NUMBER	DESCRIPTION	AFFECTS		PLOTTED ON SURVEY		COMMENT
		YES	NO	YES	NO	
1	DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY....					NOT A SURVEY MATTER
2	ANY RIGHTS OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS					NOT A SURVEY MATTER
3	ANY ENCRoACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.	X		X		AS SHOWN ON THIS SURVEY
4	ANY LIEN, FOR SERVICES, LABOR, OR MATERIALS IN CONNECTION WITH IMPROVEMENTS, REPAIRS OR RENOVATIONS PROVIDED BEFORE, ON, OR AFTER DATE OF POLICY, NOT SHOWN BY THE PUBLIC RECORDS.					NOT A SURVEY MATTER
5	ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER.					NOT A SURVEY MATTER
6	TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS OR IN THE RECORDS OF THE LOCAL TAX COLLECTING AUTHORITY, AT DATE OF POLICY.					NOT A SURVEY MATTER
7	ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS.					NOT A SURVEY MATTER
8	TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.					NOT A SURVEY MATTER
9	PLAT MATTERS AS CONTAINED ON THAT CERTAIN PLAT OF B'NAI B'RITH SENIOR CITIZENS PLAT RECORDED IN PLAT BOOK 128, PAGE 46, AS AFFECTED BY AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT RECORDED JULY 6, 1995 IN BOOK 21192, PAGE 308 AND AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT RECORDED MAY 9, 2007 IN BOOK 44008, PAGE 646.	X		X		NON PLOTTABLE MATTER
10	EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED JULY 14, 1987 IN BOOK 14619, PAGE 294.	X		X		FLORIDA POWER & LIGHT COMPANY EASEMENT – AS SHOWN ON SURVEY
11	BILL OF SALE PAID BY THE CITY OF DEERFIELD BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA RECORDED OCTOBER 914, 1987 IN BOOK 14865, PAGE 931.	X		X		NON PLOTTABLE MATTER
12	EASEMENT IN FAVOR OF THE CITY OF DEERFIELD BEACH, A MUNICIPAL CORPORATION RECORDED OCTOBER 9, 1987 IN BOOK 14865, PAGE 932.	X		X		12' WATER LINE EASEMENT – AS SHOWN ON SURVEY
13	EASEMENT IN FAVOR OF THE CITY OF DEERFIELD BEACH, A MUNICIPAL CORPORATION RECORDED OCTOBER 9, 1987 IN BOOK 14865, PAGE 935.	X		X		12' SANITARY SEWER EASEMENT – AS SHOWN ON SURVEY
14	EASEMENT IN FAVOR OF THE CITY OF BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA RECORDED OCTOBER 5, 199387 IN BOOK 21215, PAGE 121.	X		X		BUS SHELTER AND BUS PULLOUT BAY EASEMENT – AS SHOWN ON SURVEY
15	EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED JULY 14, 1987 IN BOOK 22243, PAGE 950.	X		X		FLORIDA POWER & LIGHT COMPANY EASEMENT – AS SHOWN ON SURVEY
16	TERMS AND CONDITIONS OF THAT CERTAIN MEMORANDUM LEASE BY AND BETWEEN B'NAI B'RITH SENIOR CITIZEN HOUSING CORPORATION (LESSOR) AND AMERIVEND CORPORATION (LESSEE) RECORDED NOVEMBER 21, 1994 IN BOOK 22848, PAGE 618.	X		X		LEASE AGREEMENT – NON PLOTTABLE MATTER
17	PREWIRE AGREEMENT FOR CABLE TELEVISION SERVICE RECORDED JANUARY 11, 1995 IN BOOK 23033, PAGE 678.	X		X		BLANKET EASEMENT AGREEMENT– NON PLOTTABLE MATTER
18	EASEMENT IN FAVOR OF THE CITY OF DEERFIELD BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA RECORDED APRIL 10, 1995 IN BOOK 23319, PAGE 123.	X		X		10' WATER DISTRIBUTION EASEMENT – AS SHOWN ON SURVEY
19	FLOWAGE AND MAINTENANCE EASEMENT BETWEEN CITY OF DEERFIELD BEACH AND FLORIDA STATE B'NAI B'RITH SENIOR CITIZENS HOUSING CORP., INC. RECORDED APRIL 10, 1995 IN BOOK 31560, PAGE 157.	X		X		AGREEMENT–NON PLOTTABLE MATTER
20	EASEMENT IN FAVOR OF THE CITY OF DEERFIELD BEACH, A MUNICIPAL CORPORATION RECORDED JUNE 19, 2001 IN BOOK 31732, PAGE 669.	X		X		25' SANITARY SEWER EASEMENT – AS SHOWN ON SURVEY
21	TERMS AND CONDITIONS OF THAT CERTAIN MEMORANDUM LEASE BY AND BETWEEN B'NAI B'RITH SENIOR CITIZEN HOUSING CORPORATION (LESSOR) AND MACGRAY CORPORATION (LESSEE) RECORDED AUGUST 21, 2000 IN BOOK 32009, PAGE 1917.	X		X		LEASE AGREEMENT – NON PLOTTABLE MATTER
22	TERMS AND CONDITIONS OF ANY EXISTING UNRECORDED LEASE(S), AND ALL RIGHTS OF LESSEE(S) AND ANY PARTIES CLAIMING THROUGH THE LESSEE(S) UNDER THE LEASE(S).					NOT A SURVEY MATTER

C.C.R.	BROWARD COUNTY RECORDS	
BM	BENCHMARK	
CB	CATCH BASIN	
CI	CURB INLET	
CL	CHAIN LINK FENCE	
CMP	CORRUGATED METAL PIPE	
CONC	CONCRETE	
D.B.H.	DIAMETER AT BREAST HEIGHT	
DMH	DRAINAGE MANHOLE	
EHH	ELECTRIC HAND HOLE	
EL	ELEVATION	
ELEV	ELEVATION	
FND	FOUNDATION	
GIS	GEOGRAPHIC INFORMATION SYSTEM	
HDPE	HIGH DENSITY POLYETHYLENE	
ICV	IRRIGATION CONTROL VALVE	
INV.	INVERT	
IRC	IRON ROD WITH CAP	
IRR	IRRIGATION	
LB	FLORIDA LICENSED BUSINESS NUMBER	
MEAS.	MEASURED	
NAVD	NORTH AMERICAN VERTICAL DATUM OF 1988	
OHW	OVERHEAD WIRE	
O.R.B.	OFFICIAL RECORDS BOOK	
P.B.	PLAT BOOK	
P.C.	PAGE	
PVC	POLYVINYL CHLORIDE	
RCP	REINFORCED CONCRETE PIPE	
R/W	RIGHT-OF-WAY	
SMH	SANITARY MANHOLE	
"TYP"	TYPICAL	
BFP		
(N/N)	BACKFLOW PREVENTER	
BN	BENCHMARK	
●	BOLLARD	
■	BOLLARD	
■	CATCH BASIN	
co o	CLEANOUT	
⌘	CONCRETE LIGHT POLE	
o	CONCRETE LIGHT POLE	
o	CONCRETE POWER POLE	
CI	CURB INLET	
EH	ELECTRIC BOX	
E	ELECTRIC CABINET	
F	FIBER OPTIC CABINET	
FIBER OPTIC		
W	FIRE HYDRANT	
W	GAS VALVE	
W	GUY WIRE ANCHOR	
W	IRRIGATION CONTROL VALVE	
W	IRON PIPE	
W	IRON ROD	
W	METAL LIGHT POLE	
W	SINGLE POST SIGN	
W	SPOT LIGHT	
W	STORM DRAIN MANHOLE	
W	SWITCH CABINET	
W		
W	TRANSFORMER	
W	WATER METER	
W	WATER VALVE	
W	WOOD LIGHT POLE	
W	WOOD POWER POLE	



NUMBER	D.B.H. IN INCHES	TYPE	APPROXIMATE CANOPY DIAMETER IN FEET	NUMBER	D.B.H. IN INCHES	TYPE	APPROXIMATE CANOPY DIAMETER IN FEET
1	20	OAK	40	56	6	CHRISTMAS PALM	20
2	12	UNKNOWN TREE	24	57	6	CHRISTMAS PALM	20
3	30	UNKNOWN TREE	50	58	5	UNKNOWN TREE	15
4	14	BLACK OLIVE	40	59	5	UNKNOWN TREE	12
5	18	BLACK OLIVE	50	60	22	MAHOGANY	60
6	16	BLACK OLIVE	60	61	6	UNKNOWN TREE	20
7	24	OAK	50	62	6	UNKNOWN TREE	20
8	22	OAK	55	63	6	UNKNOWN TREE	20
9	12	SABAL PALM	20	64	6	UNKNOWN TREE	20
10	10	SABAL PALM	12	65	14	SABAL PALM	16
11	12	SABAL PALM	14	66	12	SABAL PALM	16
12	20	OAK	45	67	18	MAHOGANY	50
13	20	OAK	52	68	14	SABAL PALM	12
14	18	OAK	50	69	12	SABAL PALM	12
15	18	OAK	50	70	16	UNKNOWN TREE	20
16	12	SABAL PALM	15	71	14	UNKNOWN TREE	25
17	28	OAK	50	72	22	OAK	40
18	16	OAK	24	73	12	SABAL PALM	18
19	20	OAK	35	74	18	UNKNOWN TREE	35
20	12	SABAL PALM	14	75	12	SABAL PALM	12
21	12	SABAL PALM	20	76	12	SABAL PALM	12
22	12	SABAL PALM	18	77	12	SABAL PALM	12
23	5	DATE PALM	8	78	10	SABAL PALM	16
24	20	MAHOGANY	40	79	14	SABAL PALM	12
25	30	MAHOGANY	50	80	12	SABAL PALM	20
26	5	DATE PALM	8	81	30	BLACK OLIVE	50
27	12	SABAL PALM	14	82	18	UNKNOWN TREE	30
28	10	SABAL PALM	10	83	56	FICUS BENJAMINA	70
29	18	OAK	40	84	32	UNKNOWN TREE	60
30	20	OAK	45	85	42	OAK	60
31	12	SABAL PALM	14	86	15	UNKNOWN TREE	24
32	18	MAHOGANY	50	87	24	BLACK OLIVE	50
33	18	OAK	50	88	12	OAK	30
34	10	OAK	25	89	18	OAK	30
35	16	OAK	40	90	10	OAK	25
36	24	BLACK OLIVE	50	91	12	OAK	25
37	22	OAK	40	92	15	OAK	40
38	8	UNKNOWN TREE	20	93	20	OAK	50
39	12	UNKNOWN TREE	25	94	15	OAK	40
40	26	OAK	50	95	20	MAHOGANY	45
41	6	UNKNOWN TREE	20	96	14	FICUS BENJAMINA	40
42	4	UNKNOWN TREE	20	97	18	FICUS BENJAMINA	36
43	8	SABAL PALM	16	98	12	SABAL PALM	22
44	12	SABAL PALM	16	99	10	SABAL PALM	16
45	10	SABAL PALM	14	100	10	SABAL PALM	12
46	8	SABAL PALM	16	101	18	FICUS BENJAMINA	22
47	5	CHRISTMAS PALM	12	102	12	SABAL PALM	12
48	12	SABAL PALM	14	103	12	SABAL PALM	14
49	8	UNKNOWN TREE	18	104	12	SABAL PALM	16
50	8	UNKNOWN TREE	18	105	16	MAHOGANY	32
51	6	UNKNOWN TREE	18	106	20	OAK	40
52	6	UNKNOWN TREE	18	107	12	SABAL PALM	14
53	4	UNKNOWN TREE	18	108	12	SABAL PALM	14
54	6	CHRISTMAS PALM	20	109	10	SABAL PALM	12
55	6	CHRISTMAS PALM	20	110	12	SABAL PALM	16

DATE	REVISION	BY
5/20/21	ADD S.U.E. LOCATIONS	S.M.
5/28/21	ADD S.U.E. LOCATIONS	S.M.
7/19/21	UPDATE SURVEY	S.M.

DATE 12/3/2020
SCALE 1" = 30'
FIELD BOOK 892
DRAWN BY S.M.
CHECKED BY M.M.M.

 **KEITH**

301 EAST ATLANTIC BOULEVARD
POMPAHO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@KEITHteam.com LB NO. 6860

A PORTION OF TRACT A, B'NAI BRITH SENIOR CITIZENS PLAT
PLAT BOOK 128, PAGE 46, B.C.R.
CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

SHEET 2 OF 2
PROJECT NUMBER
10912.00

C	FOR MORE DETAILS SEE PAGES SWR-4, SWR-5.							
	 CITY OF DEERFIELD BEACH	CITY OF DEERFIELD BEACH		<table><tr><th>TITLE</th><th>BOOK NUMBER</th></tr><tr><td>DESIGN AND CONSTRUCTION STANDARDS</td><td>SWR - 1</td></tr></table>	TITLE	BOOK NUMBER	DESIGN AND CONSTRUCTION STANDARDS	SWR - 1
		TITLE	BOOK NUMBER					
		DESIGN AND CONSTRUCTION STANDARDS	SWR - 1					
		ENGINEERING DEPARTMENT DEPARTMENT OF PUBLIC WORKS		<table><tr><th>DESCRIPTION</th><th>DATE</th></tr><tr><td>DUMPSTER PADS & ENCLOSURES</td><td>07-20-13</td></tr></table>	DESCRIPTION	DATE	DUMPSTER PADS & ENCLOSURES	07-20-13
DESCRIPTION	DATE							
DUMPSTER PADS & ENCLOSURES	07-20-13							
CHARLES DABOLUSO, P.E. BERNARD BONTON-TUTT, P.E.		07-20-13 07-20-13 07-20-13						

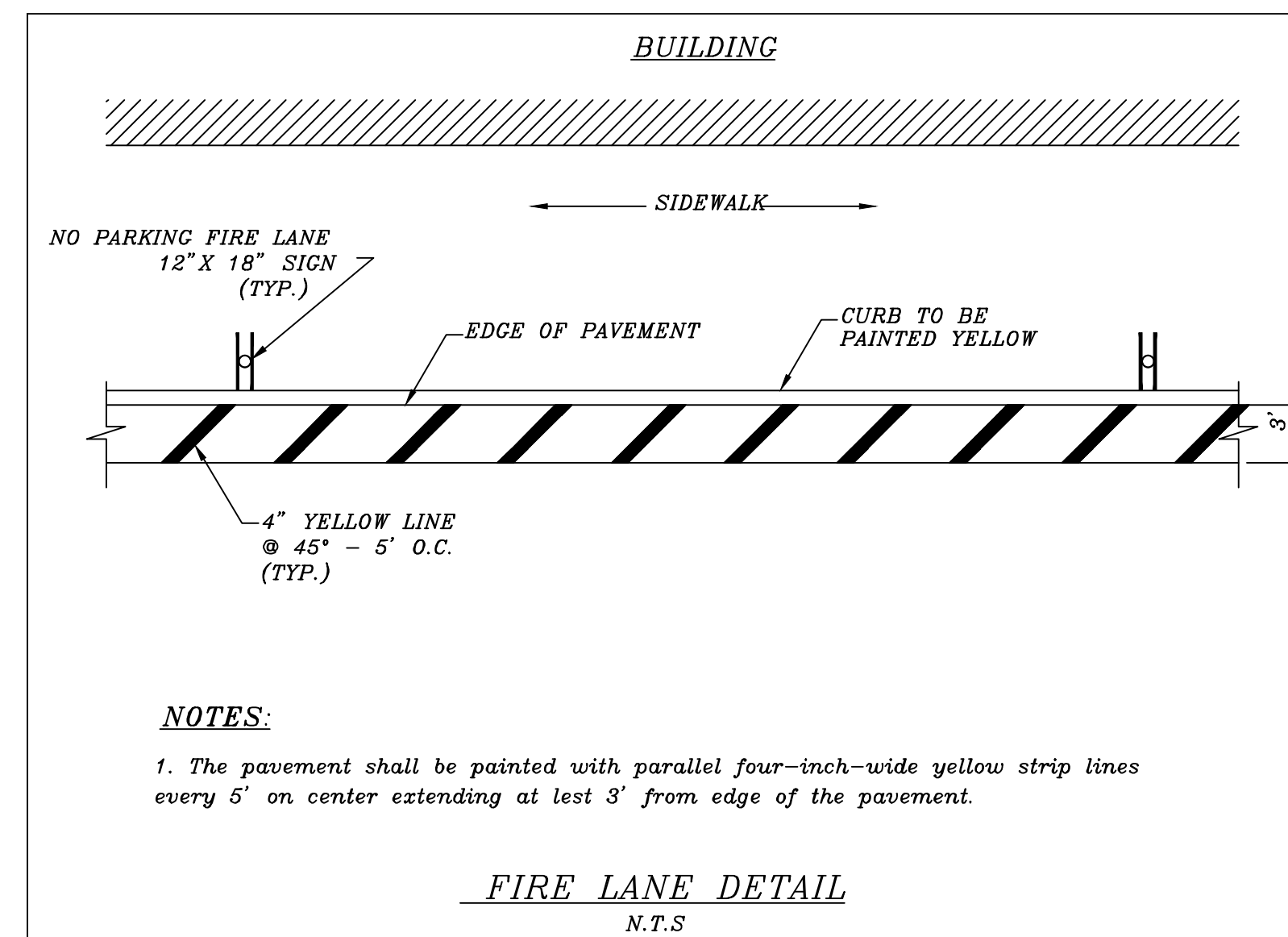
 CITY OF DEERFIELD BEACH		NOTES: 1. WHEN THE ACCESS DRIVE IS LESS THAN 23 FEET WIDE, THE TRASH CONTAINER SLAB SHALL BE LOCATED AT A MAXIMUM ANGLE OF 20° TO THE EDGE OF THE ACCESS DRIVE. 2. SLAB IS TO BE LOCATED ON PRIVATE PROPERTY. 3. SLAB IS TO BE LOCATED SO THAT NO BACKING INTO CITY RW WILL OCCUR. 4. THE CONTRACTOR SHALL CALL THE BUILDING DEPARTMENT FOR INSPECTION. 5. SEE STANDARD DRAWINGS 18 01 FOR DETAILS ON THE SLAB & APPROACH.	
CITY OF DEERFIELD BEACH ENGINEERING DEPARTMENT ART/CLERK OF CITY CLARENCE DABROWSKI, P.E.		ISS: _____ DESIGN AND CONSTRUCTION STANDARDS ISS: 00049094 TRASH CONTAINER SLAB GEOMETRIC LOCATION	
DATE: 01/20/2024 PROJECT: 24-00000000 SHEET: 11 OF 20		DATE: 01/20/2024 PROJECT: 24-00000000 SHEET: 11 OF 20	

- NOTES:**
1. DUMPSTER ENCLOSURE TO BE PAINTED 'PRACTICAL BEIGE' (SW 6100) TO MATCH COLOR OF THE PROPOSED BUILDING AS PRESENTED ON THE ARCHITECTURAL ELEVATION SHEET A6.12.

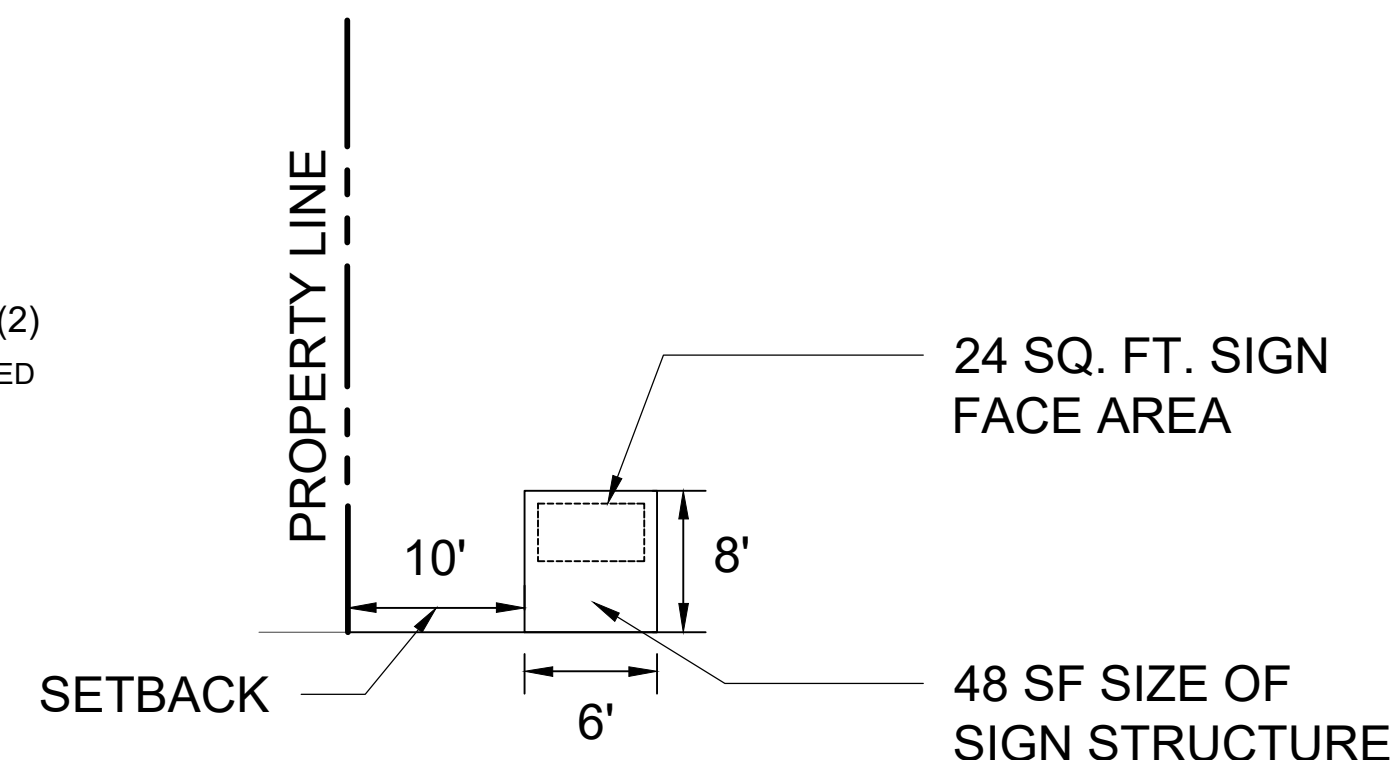
 City of DEERFIELD BEACH	CITY OF DEERFIELD BEACH		DESIGNED BY DESIGN AND CONSTRUCTION STANDARDS	PLANNED BY SWR - 4
	ENGINEERING DEPARTMENT		CHECKED BY NTS	DATE 05-2012
	DIVISION CHARLES DAIBUSCO, P.E.	ENGINEERING STAFF BERNARD HUTTON-TETTEL, P.E.	DUMPSTER PASS AND COMPACTOR ENCLOSURE REQUIREMENTS	

 City of DEERFIELD BEACH	CITY OF DEERFIELD BEACH		W.E. DESIGN AND CONSTRUCTION STANDARDS	W.E. S.W.
	ENGINEERING DEPARTMENT CITY ENGINEER SUPERVISOR IN CHARGE CHARLES DARRUSCO, P.E. BERNARD BUXTON-TETTELL, P.E.		SECTION TRASH CONTAINER ENCLOSURES	05 SHEET

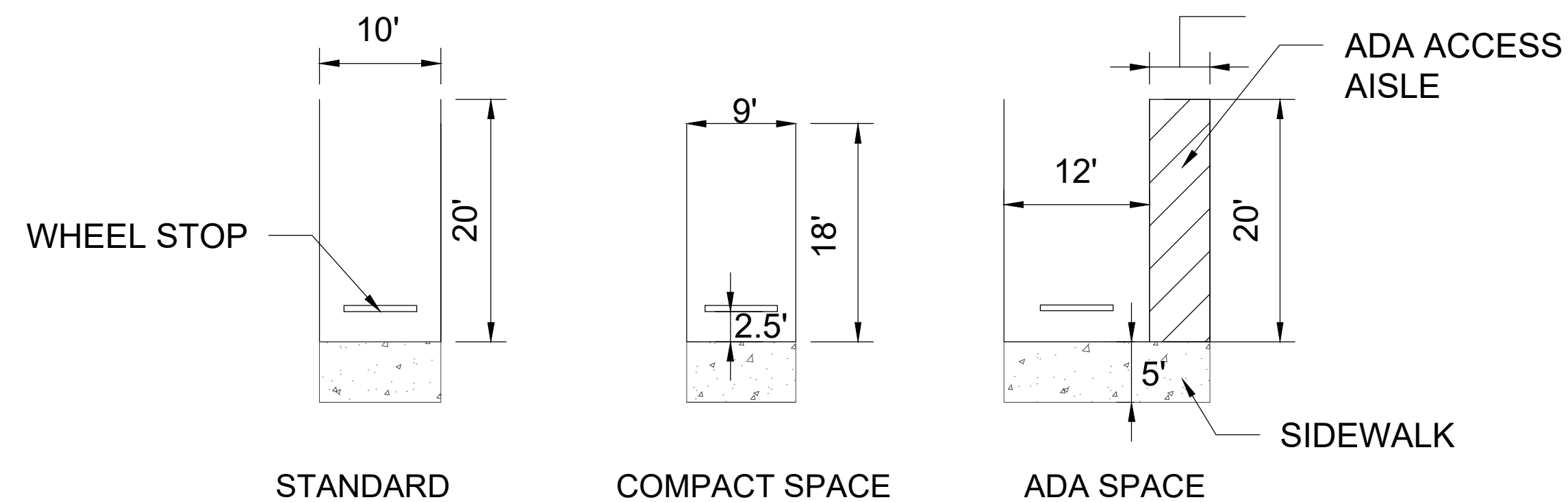
 City of DEERFIELD BEACH	CITY OF DEERFIELD BEACH		TITLE DESIGN AND CONSTRUCTION STANDARDS	SHEET NO. S W R - 5
	ENGINEERING DEPARTMENT CITY ENGINEER LICENSED PROFESSIONAL ENGINEER CHARLES DARRUSCO, P.E. BERNARD HUNTON-TETTER, P.E.		PROJECT DUMPSIER ENCLOSURE GATE ELEVATION	DATE 06 - 2012 SHEET 1 OF 1



SIGN REQUIREMENTS PER SEC 102-9(a)(2)		
	REQUIRED	PROVIDED
SETBACK	10 FT MIN TO 19 FT MAX	10 FT
MAXIMUM HEIGHT	8 FT MAX	8 FT
MAXIMUM SIZE	48 SF MAX	48 SF
MAXIMUM SIGN FACE	24 SF MAX	24 SF



MONUMENT SIGN DETAIL



PARKING DETAILS

 **KEITH**

**301 East Atlantic Blvd. Pompano
Beach, FL 33060
PH: (954) 788-3400**

**Florida Certificate of Authorization: 7928
Licensed Business Number: 6860**

[illegible]

**PRELIMINARY PLAN
NOT FOR CONSTRUCTION**

THESE PLANS ARE NOT FULLY PERMITTED
AND ARE SUBJECT TO REVISIONS MADE
DURING THE PERMITTING PROCESS.

RESPONSIBILITY FOR THE USE OF THESE
PLANS PRIOR TO OBTAINING PERMITS FROM
ALL AGENCIES HAVING JURISDICTION OVER
THE PROJECT WILL FALL SOLELY UPON THE
USER.

ISSUE DATE:
DESIGNED BY:
DRAWN BY:
CHECKED BY:
BID-CONTRACT:

THOMAS F. DONAHUE, P.E.
FLORIDA REG. NO. 60529
(FOR THE FIRM)

CLIENT

BREC DEVELOPMENT

PROJECT

**B'NAI B'RITH IV
APARTMENTS
DEERFIELD BEACH
255 SW 3RD AVE,
DEERFIELD BEACH
33441**

SHEET TITLE

SITE PLAN
DETAILS

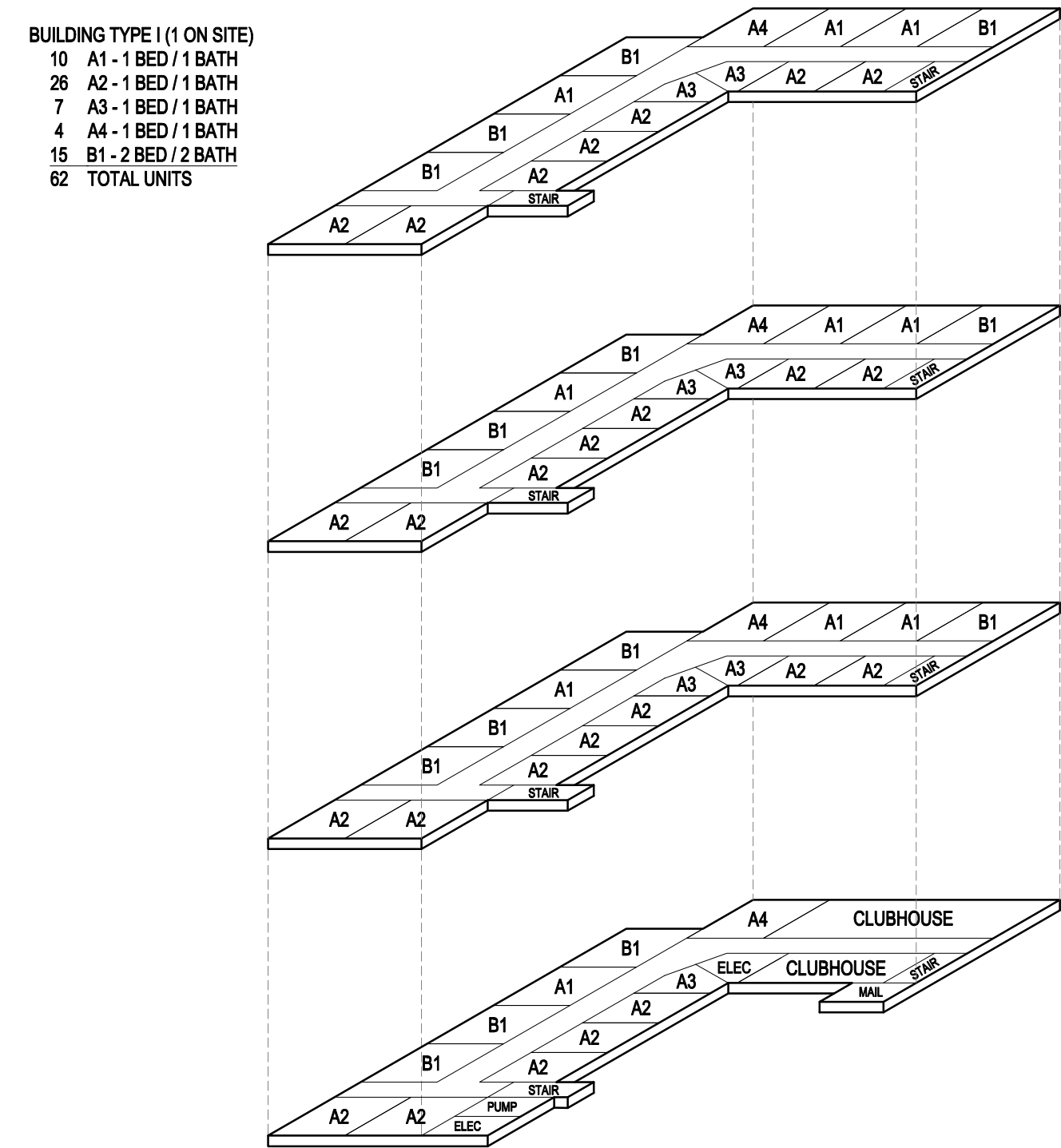
SHEET NUMBER	SP-501
PROJECT NUMBER	10912.00

APARTMENTS

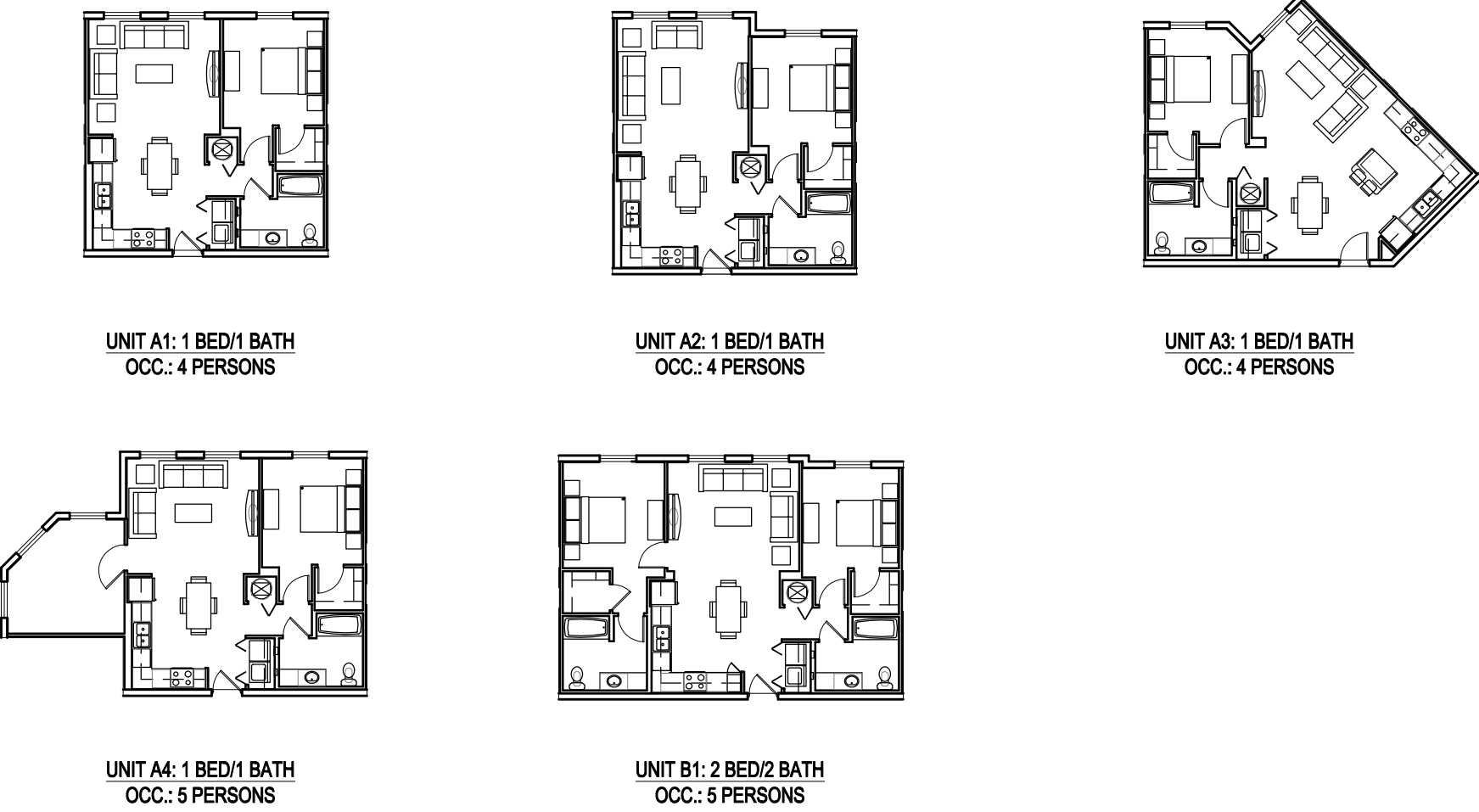
BUILDING AREA TABLE: RESIDENTIAL BUILDINGS

Bldg # on Site Plan	BUILDING I		
	1		
	A/C	Non-A/C	Total
1st Floor	16,561	1,086	17,647
2nd Floor	16,125	601	16,726
3rd Floor	16,125	601	16,726
4th Floor	16125	601	16,726
Bldg Totals	64,936	2,889	67,825
# of Bldgs Type on Site	1		

RESIDENTIAL BUILDING TYPE DIAGRAMS



UNIT TYPE DIAGRAMS



UNIT AREA TABLE

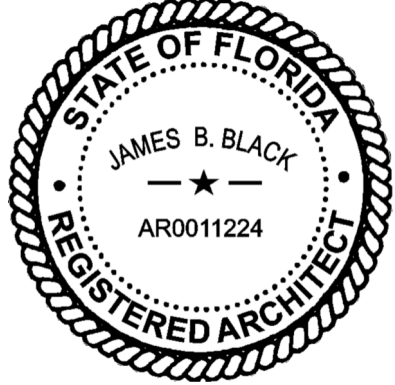
UNIT TYPE	UNIT NAME	UNIT AREA IN SF		TOTAL UNIT AREA IN SF	UNIT TOTAL BY NAME	UNIT TOTAL BY TYPE	% UNIT TYPE
		A/C	NON-A/C				
1 BED / 1 BATH	A1	711	0	711	10	47	75.81%
1 BED / 1 BATH	A2	742	0	742	26		
1 BED / 1 BATH	A3	799	0	799	7		
1 BED / 1 BATH	A4	878	0	878	4	15	24.19%
2 BED / 2 BATH	B1	998	0	998	15		
TOTAL UNITS IN PROJECT - ALL TYPES						62	100.00%

NOTE 1: THIS INFORMATION SHALL NOT BE USED FOR CONDOMINIUM DOCUMENTS
NOTE 2: UNIT AREAS LISTED ARE FROM OUTSIDE TO OUTSIDE OF EXTERIOR WALL OR UNIT PERIMETER WALL, AND TO CENTERLINE OF TENANT WALLS (WHERE APPLICABLE)

B'nai B'rith
Apartments

Deerfield Beach, FL

05/16/2022
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AR0011224



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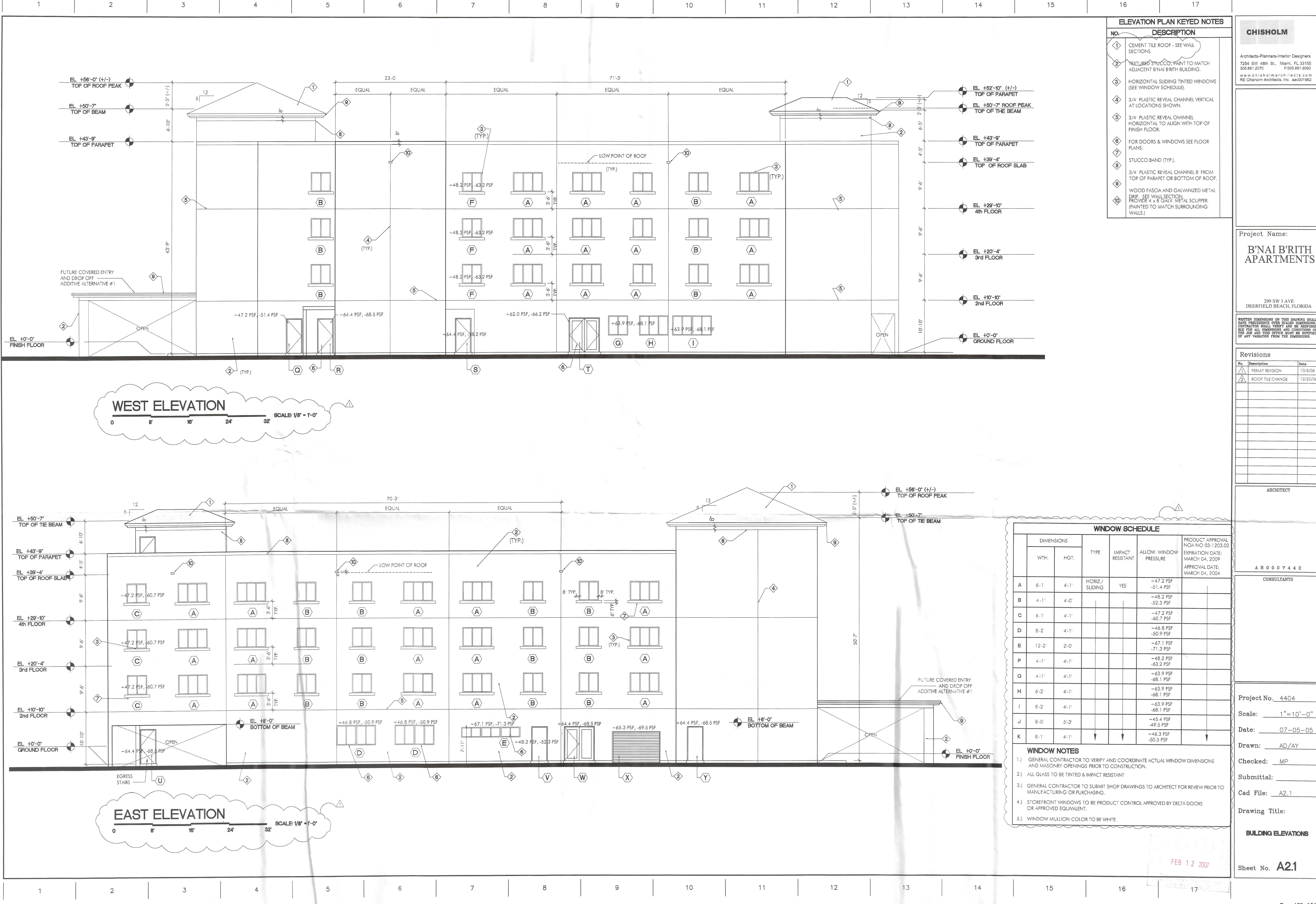
SHEET REVISIONS:

PROJECT NO. 3948

Apartments

Code Compliance
& Matrix

A1.02



ELEVATION PLAN KEYED NOTES

NO.	DESCRIPTION
1	CEMENT TILE ROOF - SEE WALL SECTIONS.
2	TEXTURED STUCCO, PAINT TO MATCH ADJACENT B'NAI B'RITH BUILDING.
3	HORIZONTAL SLIDING TINTED WINDOWS (SEE WINDOW SCHEDULE).
4	3/4" PLASTIC REVEAL CHANNEL VERTICAL AT LOCATIONS SHOWN.
5	3/4" PLASTIC REVEAL CHANNEL HORIZONTAL TO ALIGN WITH TOP OF FINISH FLOOR.
6	FOR DOORS & WINDOWS SEE FLOOR PLANS.
7	STUCCO BAND (TYP.).
8	3/4" PLASTIC REVEAL CHANNEL 8" FROM TOP OF PARAPET OR BOTTOM OF ROOF.
9	WOOD FASCIA AND GALVANIZED METAL DRIP - SEE WALL SECTION. PROVIDE 4 x 8 GALV. METAL SCUPPER (PAINTED TO MATCH SURROUNDING WALLS.)
10	

CHISHOLM

Architects-Planners-Interior Designers
7254 SW 48th St., Miami, FL 33155
305.661.2070 F/305.661.6590
www.chisholmarchitects.com
RE Chisholm Architects, Inc. aac001962

Project Name:

B'NAI B'RITH
APARTMENTS

299 SW 3 AVE
DEERFIELD BEACH, FLORIDA

WRITTEN DIMENSIONS ON THIS DRAWING SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS.

Revisions

No.	Description	Date
1	PERMIT REVISION	10/6/06
2	ROOF TILE CHANGE	12/22/06

ARCHITECT

CONSULTANTS

Project No. 4404

Scale: 1"=10'-0"

Date: 07-05-05

Drawn: AD/AY

Checked: MP

Submittal:

Cad File: A2.1

Drawing Title:

BUILDING ELEVATIONS

Sheet No. A2.1

WINDOW SCHEDULE					
DIMENSIONS		TYPE	IMPACT RESISTANT	ALLOW. WINDOW PRESSURE	PRODUCT APPROVAL NO. NO. 05-1203.02 EXPIRATION DATE: MARCH 04, 2009 APPROVAL DATE: MARCH 04, 2004
WTH.	HGT.				
A	6'-1"	4'-1"	HORIZ./SLIDING	YES	-47.2 PSF -51.4 PSF
B	4'-1"	4'-0"			-48.2 PSF -52.3 PSF
C	6'-1"	4'-1"			-47.2 PSF -60.7 PSF
D	8'-2"	4'-1"			-46.8 PSF -50.9 PSF
E	12'-2"	2'-0"			-67.1 PSF -71.3 PSF
F	4'-1"	4'-1"			-48.2 PSF -63.2 PSF
G	4'-1"	4'-1"			-63.9 PSF -68.1 PSF
H	6'-2"	4'-1"			-63.9 PSF -68.1 PSF
I	8'-2"	4'-1"			-63.9 PSF -68.1 PSF
J	8'-0"	5'-3"			-45.4 PSF -49.5 PSF
K	8'-1"	4'-1"			-46.3 PSF -50.5 PSF

- WINDOW NOTES**
- 1) GENERAL CONTRACTOR TO VERIFY AND COORDINATE ACTUAL WINDOW DIMENSIONS AND MASONRY OPENINGS PRIOR TO CONSTRUCTION.
 - 2) ALL GLASS TO BE TINTED & IMPACT RESISTANT
 - 3) GENERAL CONTRACTOR TO SUBMIT SHOP DRAWINGS TO ARCHITECT FOR REVIEW PRIOR TO MANUFACTURING OR PURCHASING.
 - 4) STOREFRONT WINDOWS TO BE PRODUCT CONTROL APPROVED BY DELTA DOORS OR APPROVED EQUIVALENT.
 - 5) WINDOW MULLION COLOR TO BE WHITE.

FEB 12 2007

DOOR SCHEDULE WIND LOADS

DOOR	DIMENSIONS		TYPE	IMPACT RESISTANT	ALLOW. WIND PRESSURE	PRODUCT APPROVAL	DOOR	DIMENSIONS		TYPE	IMPACT RESISTANT	ALLOW. WIND PRESSURE	PRODUCT APPROVAL
	WTH.	HGT.						WTH.	HGT.				
N	11'-5"	7'-0"	AUTOMATIC SLIDING	YES	-62.5 PSF -66.7 PSF	NOA NO 05-0228.01 APPROVAL DATE: 3-31-05 EXP. DATE: 12-09-09	S	3'-0"	7'-0"	HOLLOW METAL	YES	-64.4 PSF -68.5 PSF	NOA NO 05-0426.04 APPROVAL DATE: 7-28-05 EXP. DATE: 7-28-10
O	3'-0"	7'-0"	HOLLOW METAL		-64.4 PSF -68.5 PSF	NOA NO 05-0426.04 APPROVAL DATE: 7-28-05 EXP. DATE: 7-28-10	T	6'-0"	7'-0"	HOLLOW METAL		-62.0 PSF -66.2 PSF	
P	6'-0"	7'-0"	HOLLOW METAL		-64.4 PSF -78.2 PSF		U	3'-0"	7'-0"	HOLLOW METAL		-64.4 PSF -68.5 PSF	
Q	3'-0"	7'-0"	HOLLOW METAL		-47.2 PSF -51.4 PSF		V	3'-0"	7'-0"	HOLLOW METAL		-48.2 PSF -52.3 PSF	
R	3'-0"	7'-0"	HOLLOW METAL		-64.4 PSF -68.5 PSF		W	6'-0"	7'-0"	HOLLOW METAL		-64.4 PSF -68.5 PSF	

DOOR NOTES

- 1.) GENERAL CONTRACTOR TO VERIFY AND COORDINATE ACTUAL DOOR DIMENSIONS AND ROUGH OPENINGS PRIOR TO CONSTRUCTION.
- 2.) GENERAL CONTRACTOR TO COORDINATE DOOR STYLE AND HARDWARE WITH ARCHITECT.
- 3.) FINISH HARDWARE ON IMPACT RESISTANT DOORS SHALL BE AS SPECIFIED IN PRODUCT CONTROL APPROVAL PKG.
- 4.) PROVIDE PRODUCT CONTROL APPROVED IMPACT RESISTANT DOORS AT EXTERIOR.
- 5.) GENERAL CONTRACTOR TO SUBMIT SHOP DRAWINGS TO ARCHITECT FOR REVIEW.
- 6.) GENERAL CONTRACTOR TO COORDINATE HEADER AND JAMB DETAILS WITH ARCHITECT.
- 7.) ALL DOORS TO HAVE LEVER HANDLES BY SCHLAGE OR EQUAL.
- 8.) REFER TO MECHANICAL DRAWINGS FOR LOCATION OF DOORS WITH 1" UNDER CUT.

ELEVATION PLAN KEYED NOTES

1. CEMENT TILE ROOF - SEE WALL SECTIONS.
2. TEXTURED STUCCO, PAINT TO MATCH ADJACENT B'NAI B'RITH BUILDING.
3. HORIZONTAL SLIDING TINTED WINDOWS (SEE WINDOW SCHEDULE AND ELEVATIONS ON SHEET A1.1).
4. 3/4" PLASTIC REVEAL CHANNEL VERTICAL AT LOCATIONS SHOWN.
5. 3/4" PLASTIC REVEAL CHANNEL HORIZONTAL TO ALIGN WITH TOP OF FINISH FLOOR.
6. FOR DOORS & WINDOWS SEE FLOOR PLANS.
7. STUCCO BAND.
8. 3/4" PLASTIC REVEAL CHANNEL 8" FROM TOP OF PARAPET OR BOTTOM OF ROOF.
9. WOOD FASCIA AND GALVANIZED METAL DRIP. SEE WALL SECTION.
10. PROVIDE 4x8 GALV. METAL SCUPPER (PAINTED TO MATCH SURROUNDING WALLS.)

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www.chisholmarchitects.com
RE Chisholm Architects, Inc. aac001982

Project Name:

B'NAI B'RITH APARTMENTS

299 SW 3 AVE
DEERFIELD BEACH, FLORIDA

WRITTEN DIMENSIONS ON THIS DRAWING SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS.

Revisions

No.	Description	Date
1	PERMIT REVISION	10/6/06
2	ROOF TILE CHANGE	12/20/06

ARCHITECT

CONSULTANTS

Project No. 4404

Scale: 1/8"=1'-0"

Date: 07-05-05

Drawn: AD/AY

Checked: MP

Submittal:

Cad File: A2.2

Drawing Title:

BUILDING ELEVATIONS

Sheet No. A2.2

FEB 12 2007

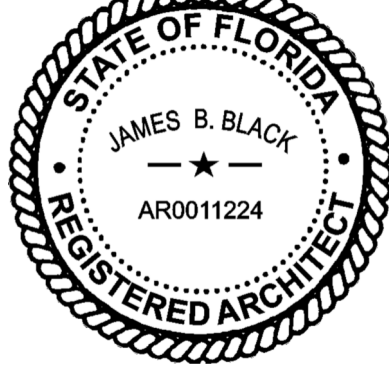


PLOTTED: 02-28-05
X REF: 8 X-00-FLR.DWG

B'nai B'rith
Apartments

Deerfield Beach, FL

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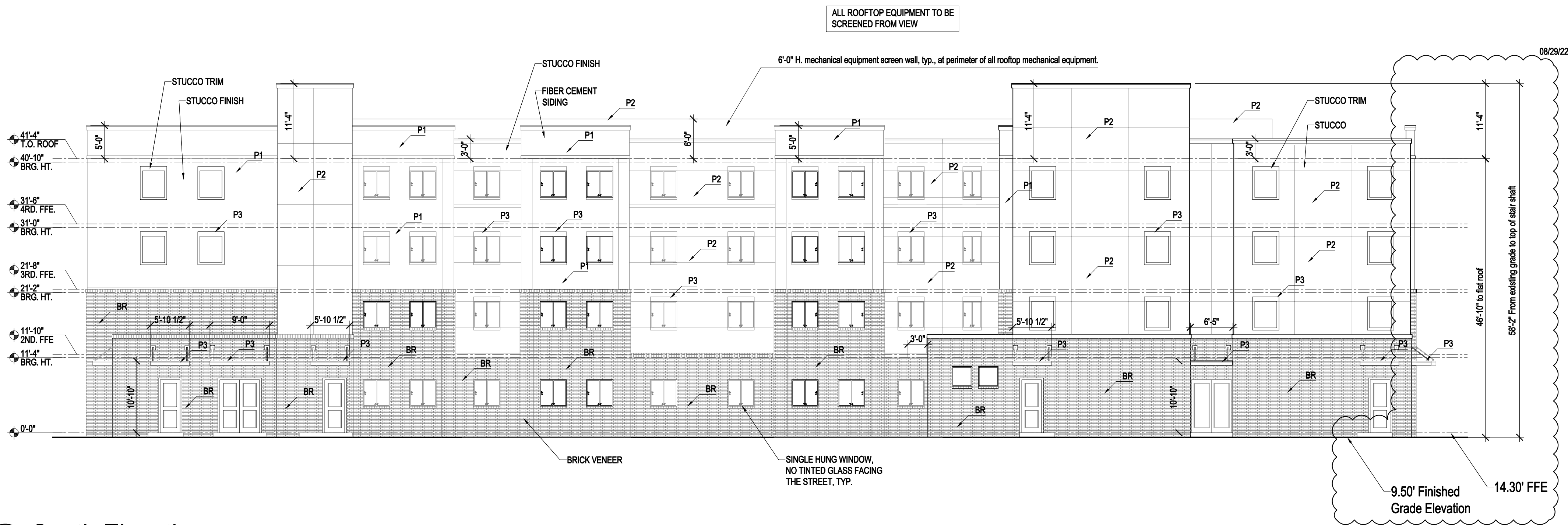
SHEET REVISIONS:

PROJECT NO. 3948

Building Type I

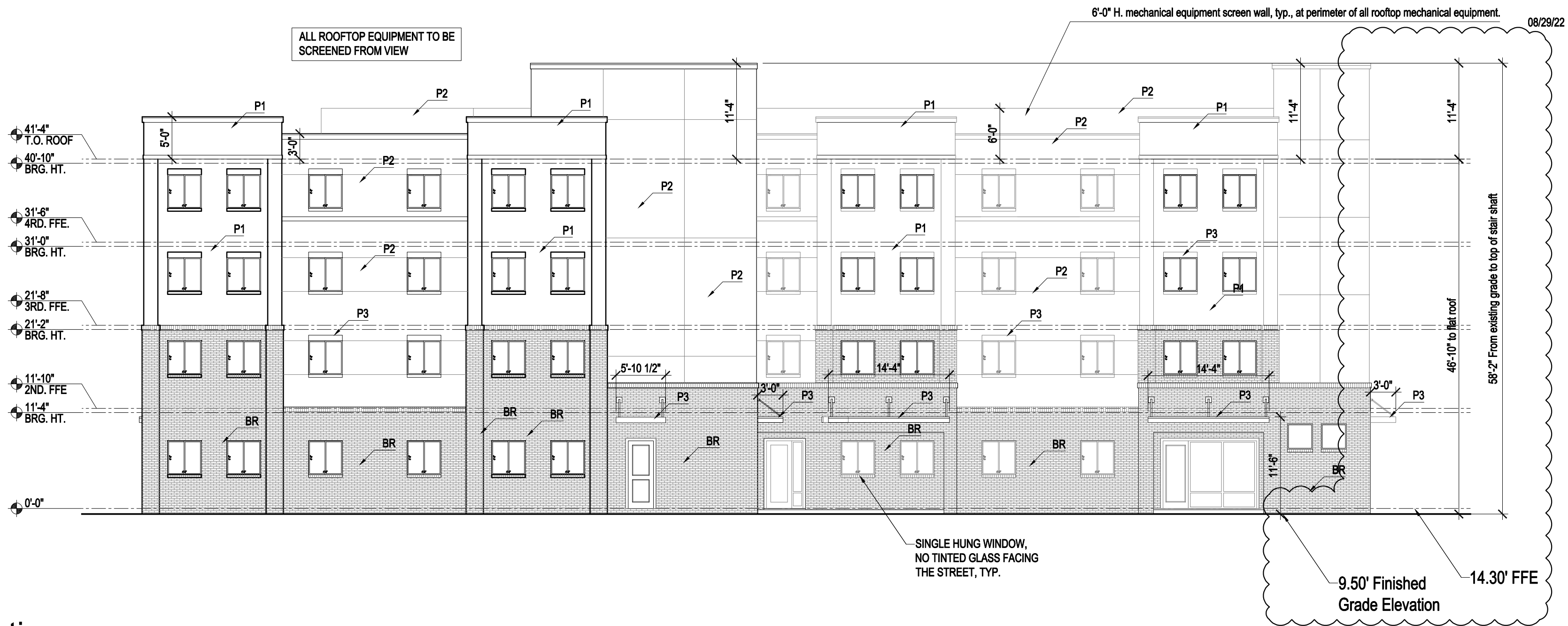
Exterior Elevations

A6.11



2 South Elevation

3/32" = 1'-0"



1 West Elevation

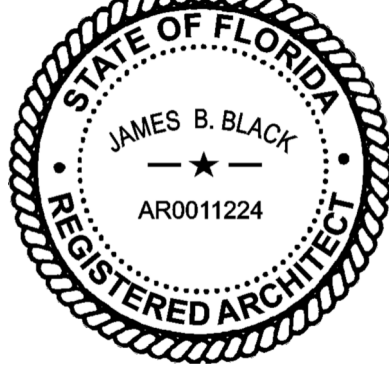
3/32" = 1'-0"

COLOR LEGEND	
P1	SHERWIN WILLIAMS MOROCCAN SPICE #SW 6060
P2	SHERWIN WILLIAMS PRACTICAL BEIGE #SW 6100
P3	SHERWIN WILLIAMS FRENCH ROAST #SW 6069
BR	MERIDIAN BRICK MARSH POINTE QUEEN AUGUSTA COLLECTION

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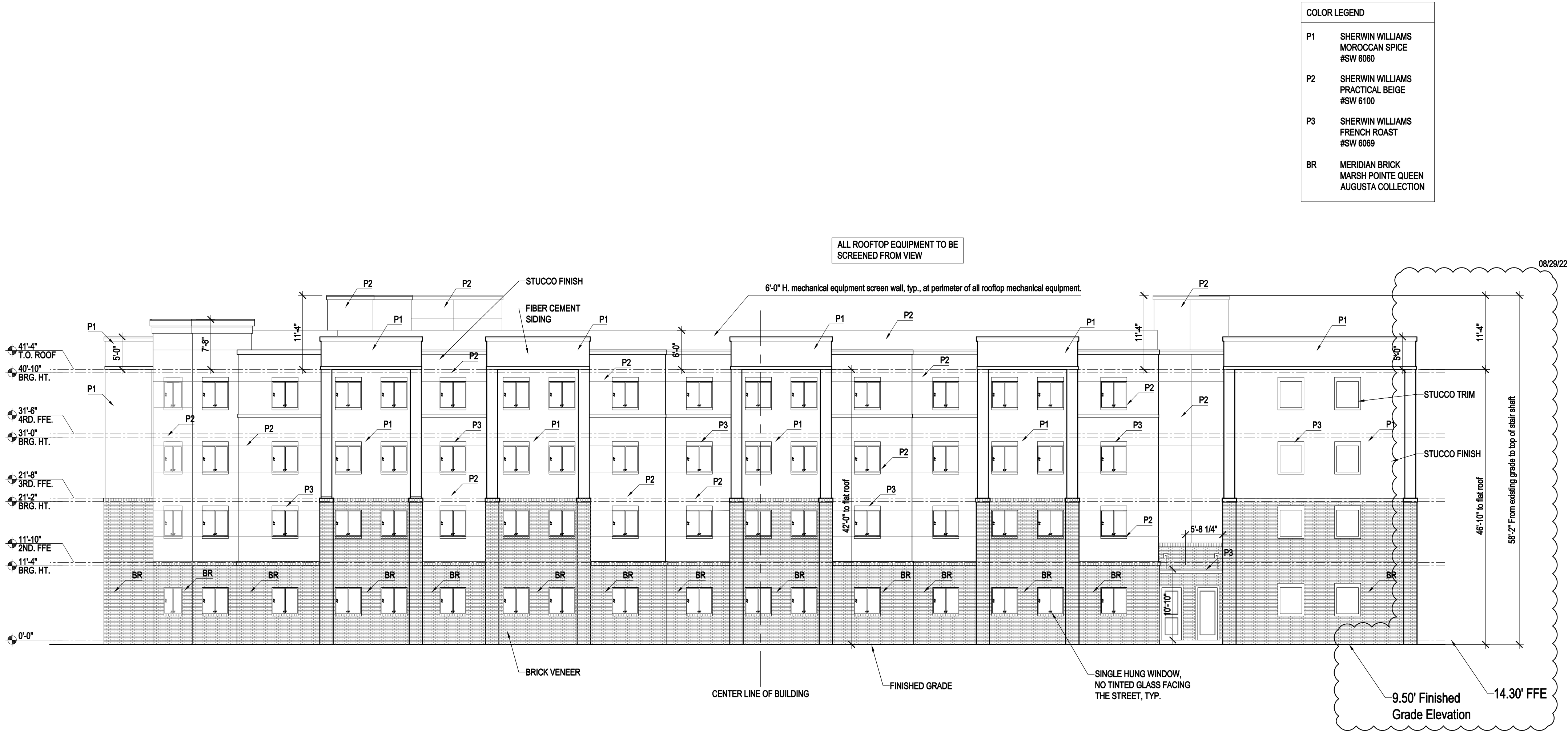
SHEET REVISIONS:

PROJECT NO. 3948

Building Type I

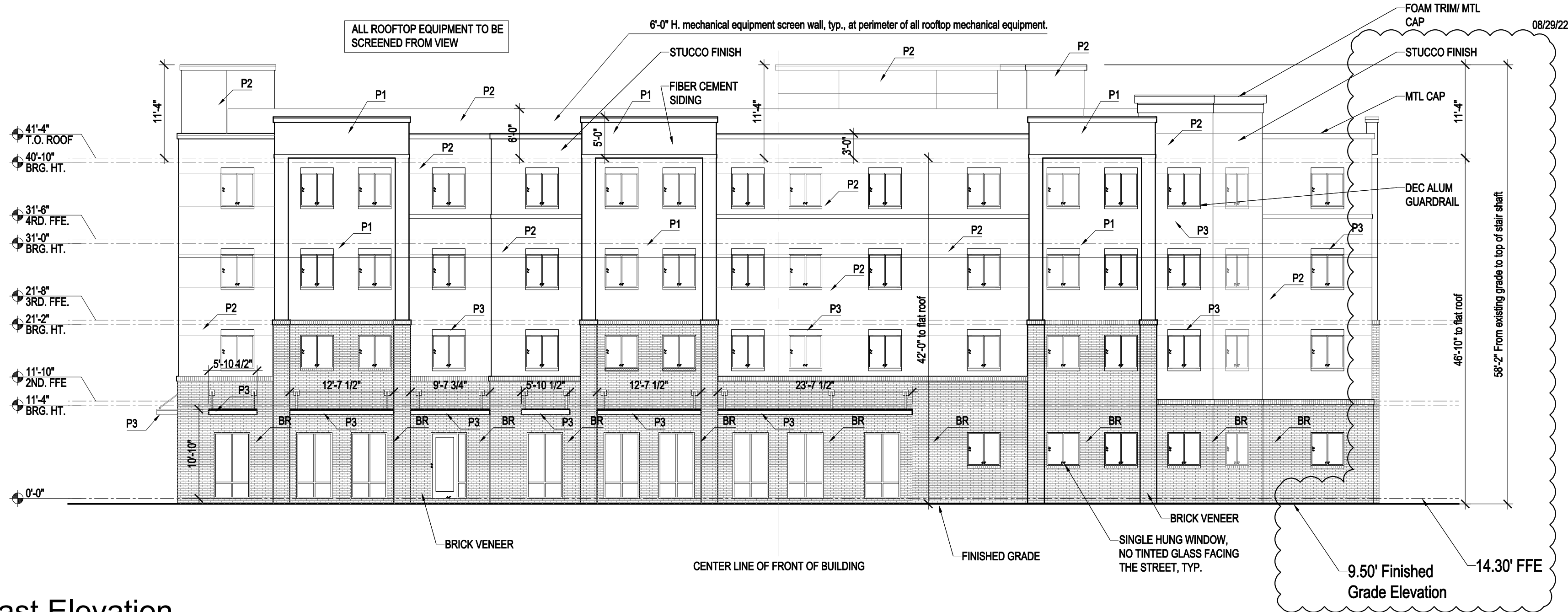
Exterior Elevations

A6.12



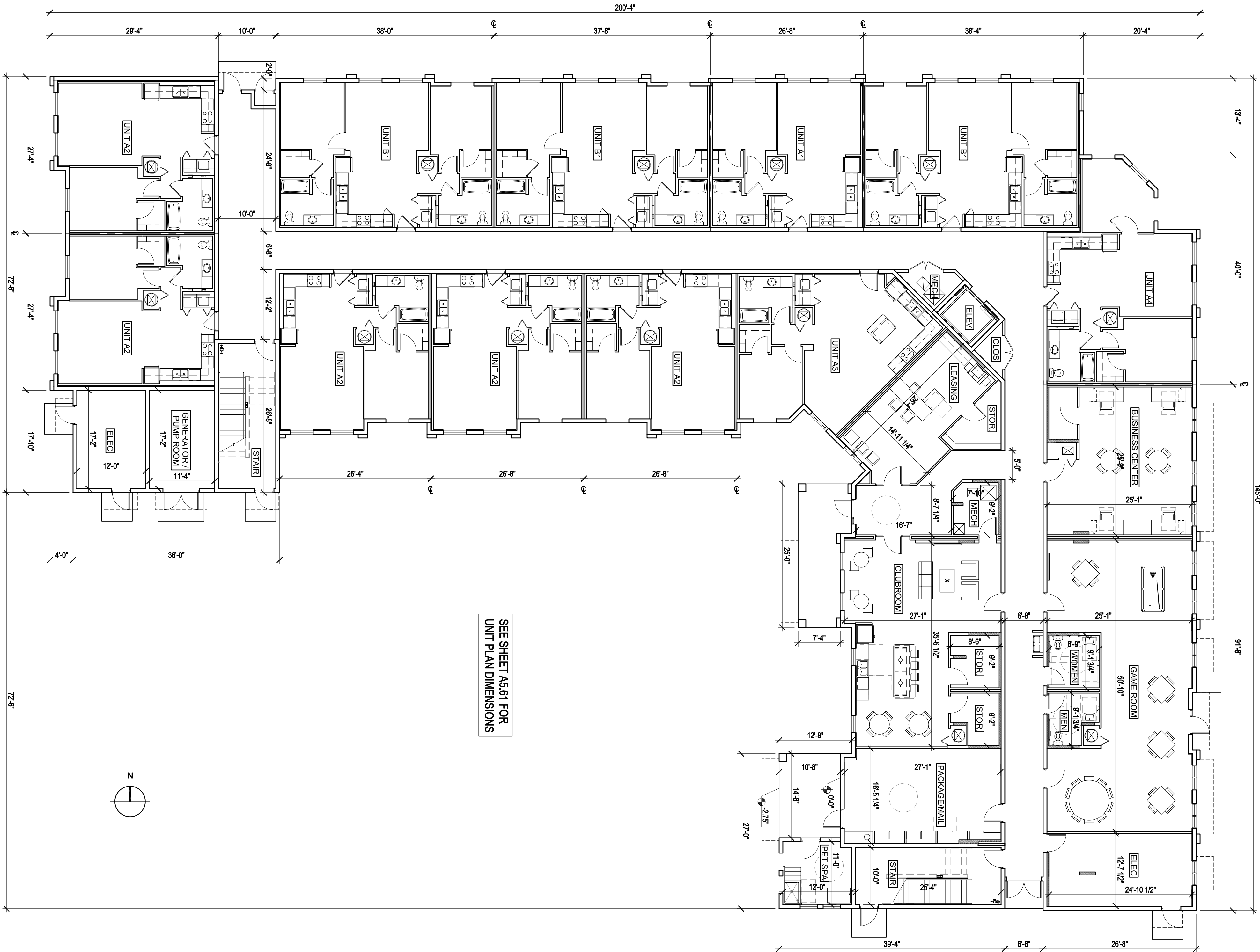
2 North Elevation

3/32" = 1'-0"



1 East Elevation

3/32" = 1'-0"



1 First Floor Plan

3/32" = 1'-0"

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Building Type I

First Floor Plan

A5.11

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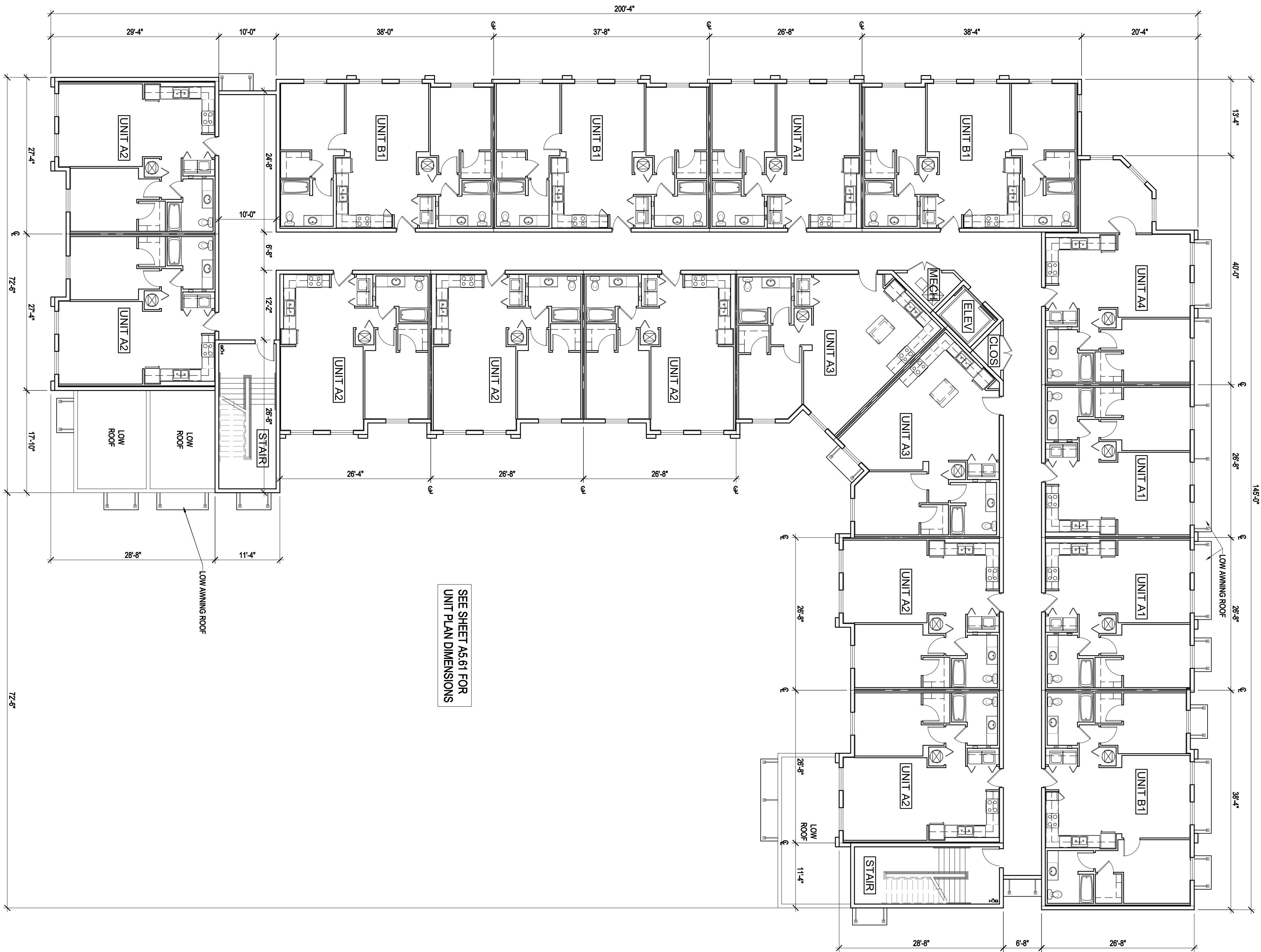
3948

Building Type I

Second Floor Plan

A5.12

1 Second Floor Plan



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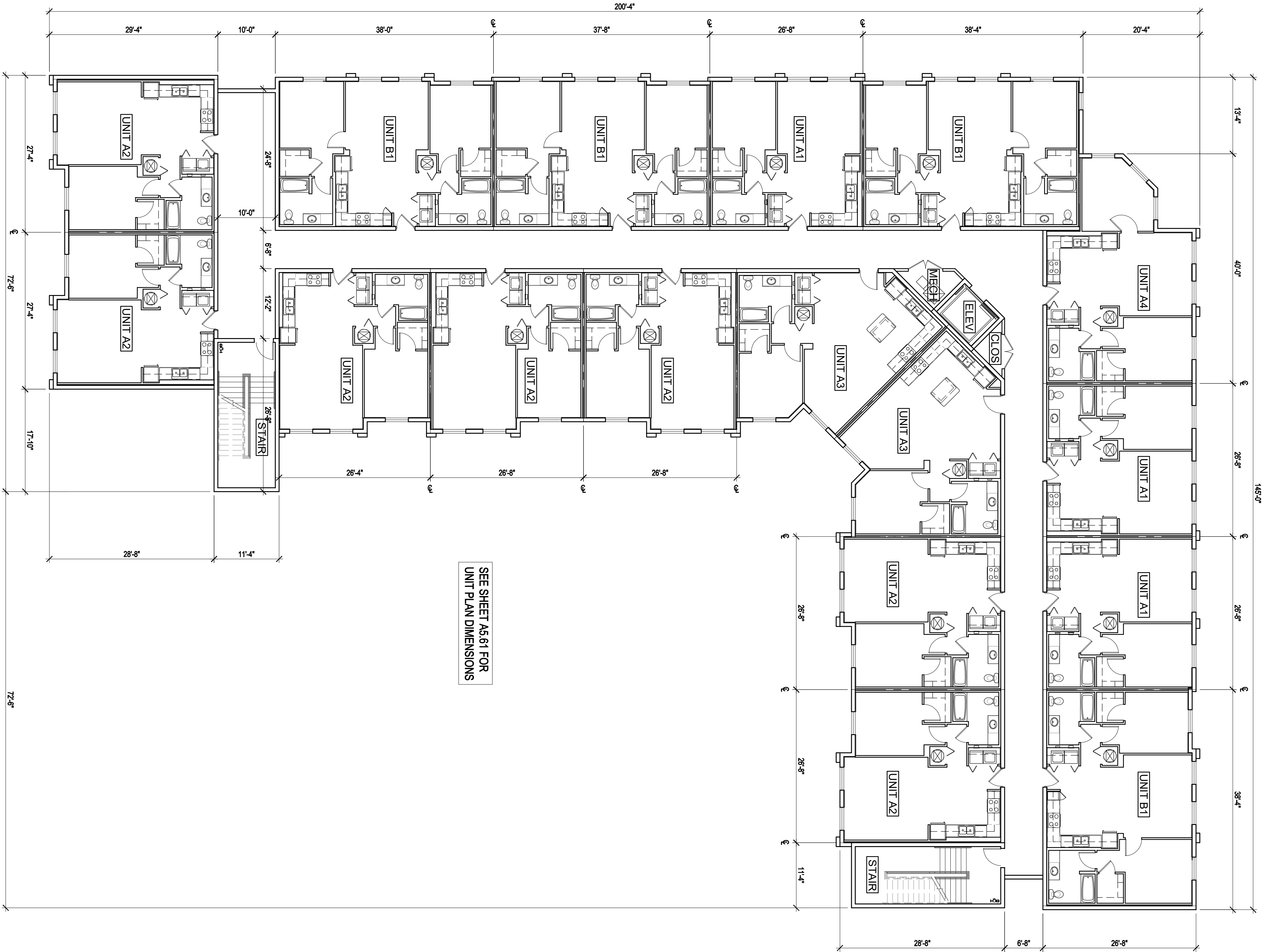
SHEET REVISIONS:

PROJECT NO. 3948

Building Type I

Third Floor Plan

A5.13



1 Third Floor Plan

3/32" = 1'-0"

B'nai B'rith
Apartments

Deerfield Beach, FL

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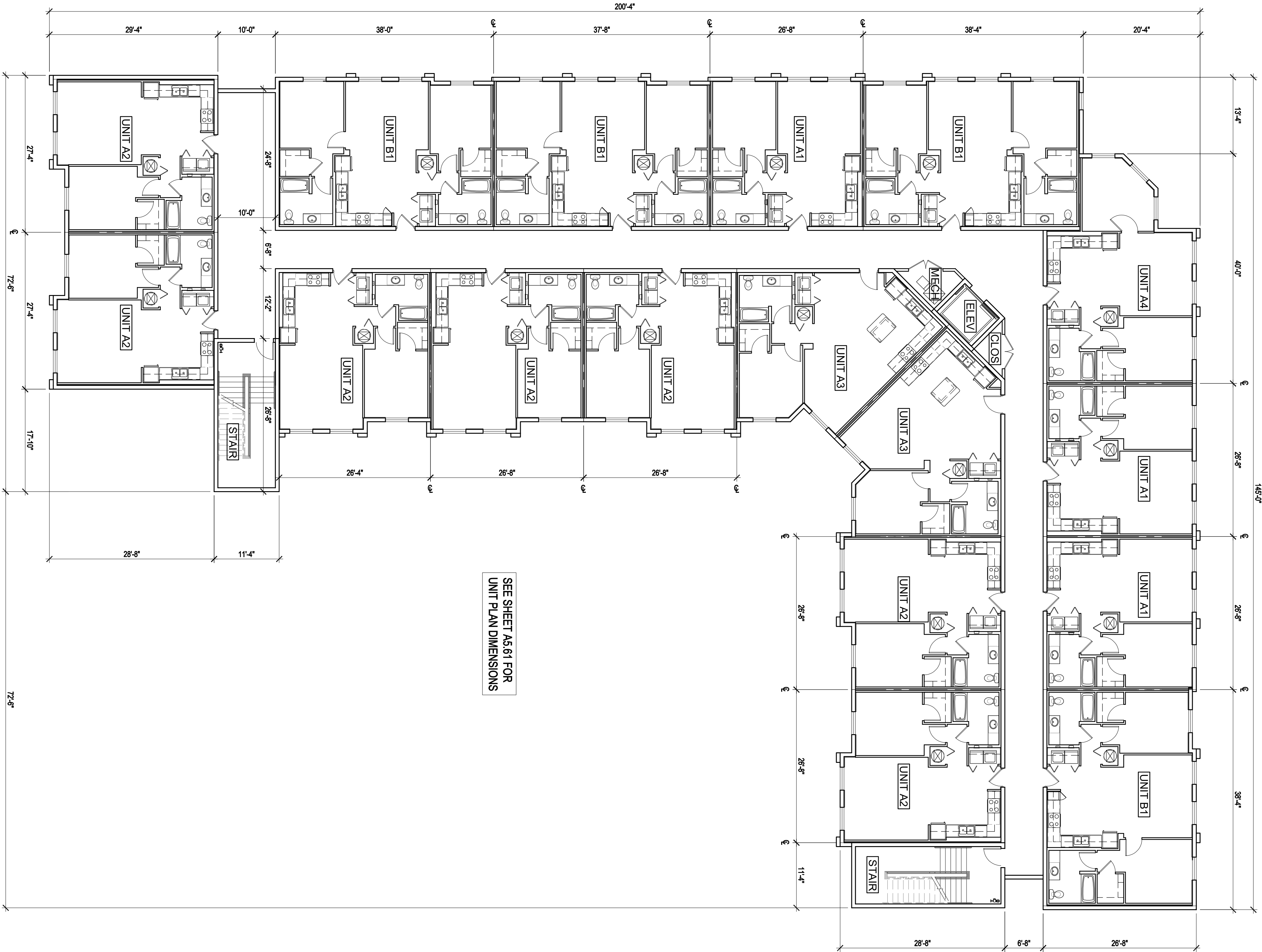
PROJECT NO. 3948

Building Type I

Fourth Floor Plan

A5.14

1 Fourth Floor Plan

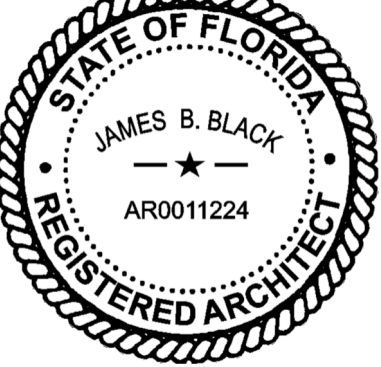


3/32" = 1'-0"

B'nai B'rith Apartments

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SHEET REVISIONS:

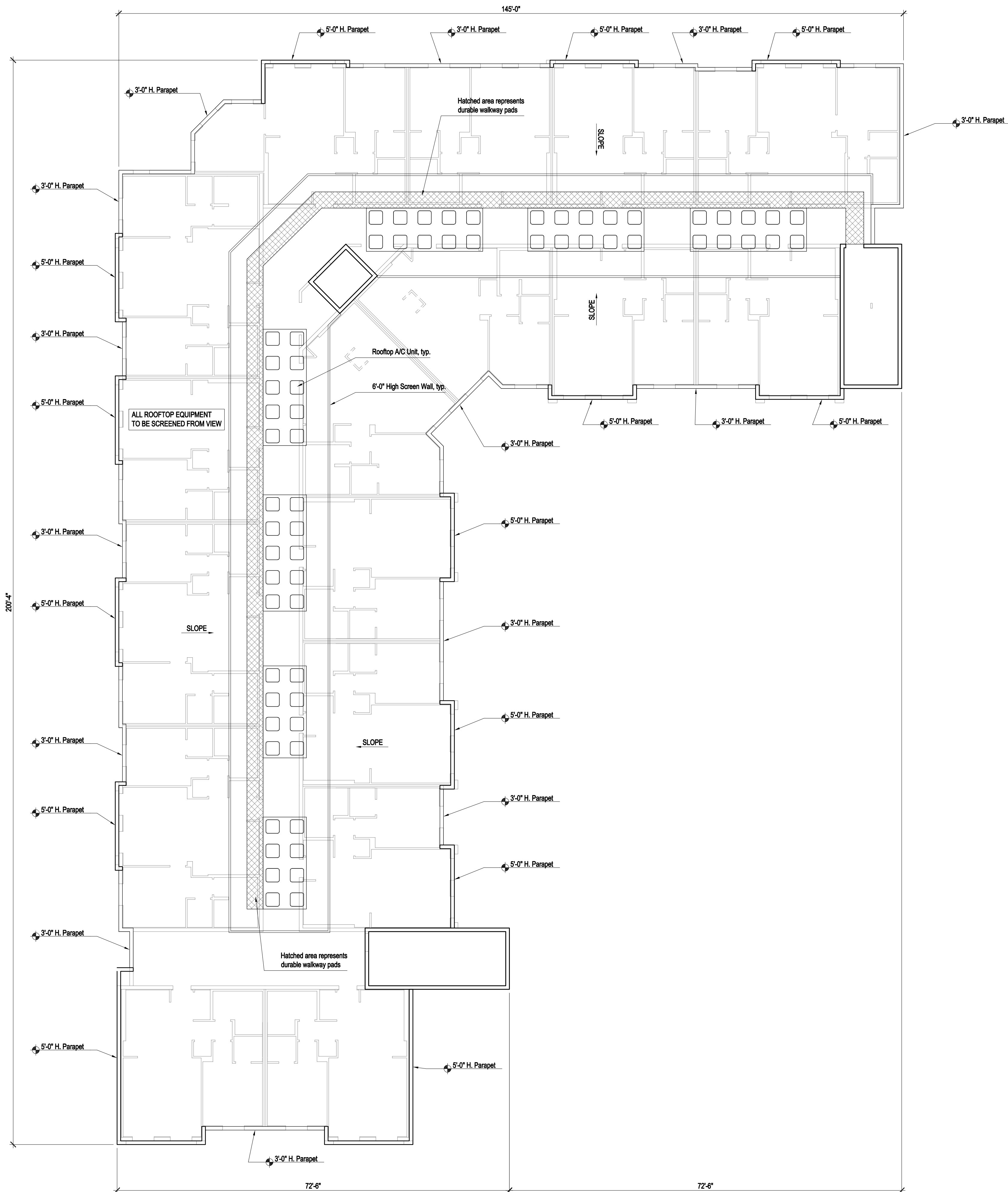
PROJECT NO.

3948

Building Type I

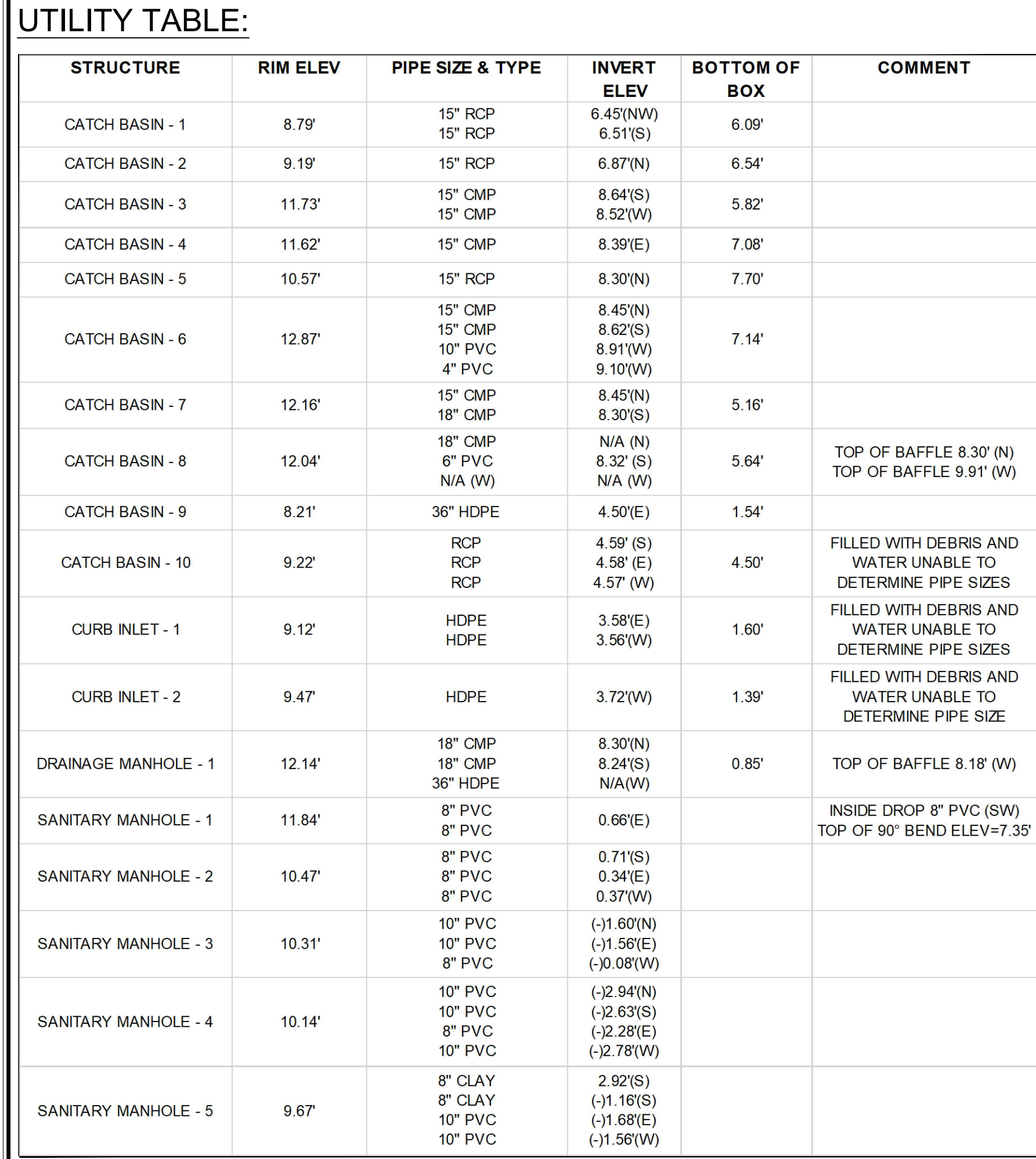
Roof Plan

A5.15



1 Roof Plan

$$3/32'' = 1'-0''$$



ENCUMBRANCE NUMBER	DESCRIPTION	AFFECTS		PLOTTED ON SURVEY		COMMENT
		YES	NO	YES	NO	
1	DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY....					NOT A SURVEY MATTER
2	ANY RIGHTS OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS					NOT A SURVEY MATTER
3	ANY ENCRoACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.	X		X		AS SHOWN ON THIS SURVEY
4	ANY LIEN, FOR SERVICES, LABOR, OR MATERIALS IN CONNECTION WITH IMPROVEMENTS, REPAIRS OR RENOVATIONS PROVIDED BEFORE, ON, OR AFTER DATE OF POLICY, NOT SHOWN BY THE PUBLIC RECORDS.					NOT A SURVEY MATTER
5	ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER.					NOT A SURVEY MATTER
6	TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS OR IN THE RECORDS OF THE LOCAL TAX COLLECTING AUTHORITY, AT DATE OF POLICY.					NOT A SURVEY MATTER
7	ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS.					NOT A SURVEY MATTER
8	TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.					NOT A SURVEY MATTER
9	PLAT MATTERS AS CONTAINED ON THAT CERTAIN PLAT OF B'NAI B'RITH SENIOR CITIZENS PLAT RECORDED IN PLAT BOOK 128, PAGE 46, AS AFFECTED BY AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT RECORDED JULY 6, 1995 IN BOOK 21192, PAGE 308 AND AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT RECORDED MAY 9, 2007 IN BOOK 44008, PAGE 646.	X		X		NON PLOTTABLE MATTER
10	EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED JULY 14, 1987 IN BOOK 14619, PAGE 294.	X		X		FLORIDA POWER & LIGHT COMPANY EASEMENT – AS SHOWN ON SURVEY
11	BILL OF SALE PAID BY THE CITY OF DEERFIELD BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA RECORDED OCTOBER 914, 1987 IN BOOK 14865, PAGE 931.	X		X		NON PLOTTABLE MATTER
12	EASEMENT IN FAVOR OF THE CITY OF DEERFIELD BEACH, A MUNICIPAL CORPORATION RECORDED OCTOBER 9, 1987 IN BOOK 14865, PAGE 932.	X		X		12' WATER LINE EASEMENT – AS SHOWN ON SURVEY
13	EASEMENT IN FAVOR OF THE CITY OF DEERFIELD BEACH, A MUNICIPAL CORPORATION RECORDED OCTOBER 9, 1987 IN BOOK 14865, PAGE 935.	X		X		12' SANITARY SEWER EASEMENT – AS SHOWN ON SURVEY
14	EASEMENT IN FAVOR OF THE CITY OF BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA RECORDED OCTOBER 5, 199387 IN BOOK 21215, PAGE 121.	X		X		BUS SHELTER AND BUS PULLOUT BAY EASEMENT – AS SHOWN ON SURVEY
15	EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED JULY 14, 1987 IN BOOK 22243, PAGE 950.	X		X		FLORIDA POWER & LIGHT COMPANY EASEMENT – AS SHOWN ON SURVEY
16	TERMS AND CONDITIONS OF THAT CERTAIN MEMORANDUM LEASE BY AND BETWEEN B'NAI B'RITH SENIOR CITIZEN HOUSING CORPORATION (LESSOR) AND AMERIVEND CORPORATION (LESSEE) RECORDED NOVEMBER 21, 1994 IN BOOK 22848, PAGE 618.	X		X		LEASE AGREEMENT – NON PLOTTABLE MATTER
17	PREWIRE AGREEMENT FOR CABLE TELEVISION SERVICE RECORDED JANUARY 11, 1995 IN BOOK 23033, PAGE 678.	X		X		BLANKET EASEMENT AGREEMENT– NON PLOTTABLE MATTER
18	EASEMENT IN FAVOR OF THE CITY OF DEERFIELD BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA RECORDED APRIL 10, 1995 IN BOOK 23319, PAGE 123.	X		X		10' WATER DISTRIBUTION EASEMENT – AS SHOWN ON SURVEY
19	FLOWAGE AND MAINTENANCE EASEMENT BETWEEN CITY OF DEERFIELD BEACH AND FLORIDA STATE B'NAI B'RITH SENIOR CITIZENS HOUSING CORP., INC. RECORDED APRIL 10, 1995 IN BOOK 31560, PAGE 157.	X		X		AGREEMENT–NON PLOTTABLE MATTER
20	EASEMENT IN FAVOR OF THE CITY OF DEERFIELD BEACH, A MUNICIPAL CORPORATION RECORDED JUNE 19, 2001 IN BOOK 31732, PAGE 669.	X		X		25' SANITARY SEWER EASEMENT – AS SHOWN ON SURVEY
21	TERMS AND CONDITIONS OF THAT CERTAIN MEMORANDUM LEASE BY AND BETWEEN B'NAI B'RITH SENIOR CITIZEN HOUSING CORPORATION (LESSOR) AND MACGRAY CORPORATION (LESSEE) RECORDED AUGUST 21, 2001 IN BOOK 32009, PAGE 1917.	X		X		LEASE AGREEMENT – NON PLOTTABLE MATTER
22	TERMS AND CONDITIONS OF ANY EXISTING UNRECORDED LEASE(S), AND ALL RIGHTS OF LESSEE(S) AND ANY PARTIES CLAIMING THROUGH THE LESSEE(S) UNDER THE LEASE(S).					NOT A SURVEY MATTER

C.R.	BROWARD COUNTY RECORDS	
BM	BENCHMARK	
CB	CATCH BASIN	
CI	CURB INLET	
CL	CHAIN LINK FENCE	
CMP	CORRUGATED METAL PIPE	
CONC	CONCRETE	
D.H.	DIAMETER AT BREAST HEIGHT	
DMH	DRAINAGE MANHOLE	
EHH	ELECTRIC HAND HOLE	
EL.	ELEVATION	
ELEV	ELEVATION	
FND	FOUND	
GIS	GEOGRAPHIC INFORMATION SYSTEM	
HDPE	HIGH DENSITY POLYETHYLENE	
ICV	IRRIGATION CONTROL VALVE	
INV.	INVERT	
IRC	IRON ROD WITH CAP	
IRR	IRRIGATION	
LB	FLORIDA LICENSED BUSINESS NUMBER	
MEAS.	MEASURED	
NAVD	NORTH AMERICAN VERTICAL DATUM OF 1988	
O.H.W	OVERHEAD WIRE	
O.R.B.	OFFICIAL RECORDS BOOK	
P.B.	PLAT BOOK	
P.C.	PAGE	
PVC	POLYVINYL CHLORIDE	
RCP	REINFORCED CONCRETE PIPE	
R/W	RIGHT-OF-WAY	
SMH	SANITARY MANHOLE	
"TYP"	TYPICAL	
BFP		
(N/N)	BACKFLOW PREVENTER	
BN	BENCHMARK	
●	BOLLARD	
■	BOLLARD	
	CATCH BASIN	
co o	CLEANOUT	
⊞	CONCRETE LIGHT POLE	
□	CONCRETE LIGHT POLE	
⊞	CONCRETE POWER POLE	
CI	CURB INLET	
FW	ELECTRIC BOX	
EC	ELECTRIC CABINET	
FOC	FIBER OPTIC CABINET	
FI	FIRE HYDRANT	
GV	GAS VALVE	
GA	GUY WIRE ANCHOR	
ICV	IRRIGATION CONTROL VALVE	
IP	IRON PIPE	
IR	IRON ROD	
ML	METAL LIGHT POLE	
SP	SINGLE POST SIGN	
SL	SPOT LIGHT	
SDM	STORM DRAIN MANHOLE	
SC	SWITCH CABINET	
TR	TRANSFORMER	
WM	WATER METER	
WL	WATER VALVE	
WLP	WOOD LIGHT POLE	
WPP	WOOD POWER POLE	



NUMBER	D.B.H. IN INCHES	TYPE	APPROXIMATE CANOPY DIAMETER IN FEET	NUMBER	D.B.H. IN INCHES	TYPE	APPROXIMATE CANOPY DIAMETER IN FEET
1	20	OAK	40	56	6	CHRISTMAS PALM	20
2	12	UNKNOWN TREE	24	57	6	CHRISTMAS PALM	20
3	30	UNKNOWN TREE	50	58	5	UNKNOWN TREE	15
4	14	BLACK OLIVE	40	59	5	UNKNOWN TREE	12
5	18	BLACK OLIVE	50	60	22	MAHOGANY	60
6	16	BLACK OLIVE	60	61	6	UNKNOWN TREE	20
7	24	OAK	50	62	6	UNKNOWN TREE	20
8	22	OAK	55	63	6	UNKNOWN TREE	20
9	12	SABAL PALM	20	64	6	UNKNOWN TREE	20
10	10	SABAL PALM	12	65	14	SABAL PALM	16
11	12	SABAL PALM	14	66	12	SABAL PALM	16
12	20	OAK	45	67	18	MAHOGANY	50
13	20	OAK	52	68	14	SABAL PALM	12
14	18	OAK	50	69	12	SABAL PALM	12
15	18	OAK	40	70	16	UNKNOWN TREE	25
16	12	SABAL PALM	15	71	14	UNKNOWN TREE	25
17	28	OAK	50	72	22	OAK	40
18	16	OAK	24	73	12	SABAL PALM	18
19	20	OAK	35	74	18	UNKNOWN TREE	35
20	12	SABAL PALM	14	75	12	SABAL PALM	12
21	12	SABAL PALM	20	76	12	SABAL PALM	12
22	12	SABAL PALM	18	77	12	SABAL PALM	16
23	5	DATE PALM	8	78	10	SABAL PALM	12
24	20	MAHOGANY	40	79	14	SABAL PALM	12
25	30	MAHOGANY	50	80	12	SABAL PALM	20
26	5	DATE PALM	8	81	30	BLACK OLIVE	50
27	12	SABAL PALM	14	82	18	UNKNOWN TREE	30
28	10	SABAL PALM	10	83	56	FICUS BENJAMINA	70
29	18	OAK	40	84	32	UNKNOWN TREE	60
30	20	OAK	45	85	42	OAK	60
31	12	SABAL PALM	14	86	15	UNKNOWN TREE	20
32	18	MAHOGANY	50	87	24	BLACK OLIVE	50
33	18	OAK	50	88	12	OAK	30
34	10	OAK	25	89	18	OAK	30
35	16	OAK	40	90	10	OAK	25
36	24	BLACK OLIVE	50	91	12	OAK	25
37	22	OAK	40	92	15	OAK	40
38	8	UNKNOWN TREE	20	93	20	OAK	50
39	12	UNKNOWN TREE	25	94	15	OAK	40
40	26	OAK	50	95	20	MAHOGANY	45
41	6	UNKNOWN TREE	20	96	14	FICUS BENJAMINA	40
42	4	UNKNOWN TREE	20	97	18	FICUS BENJAMINA	36
43	8	SABAL PALM	16	98	12	SABAL PALM	22
44	12	SABAL PALM	16	99	10	SABAL PALM	16
45	10	SABAL PALM	14	100	10	SABAL PALM	18
46	8	SABAL PALM	16	101	18	FICUS BENJAMINA	22
47	5	CHRISTMAS PALM	12	102	12	SABAL PALM	12
48	12	SABAL PALM	14	103	12	SABAL PALM	14
49	8	UNKNOWN TREE	18	104	12	SABAL PALM	16
50	8	UNKNOWN TREE	18	105	16	MAHOGANY	32
51	6	UNKNOWN TREE	18	106	20	OAK	40
52	6	UNKNOWN TREE	18	107	12	SABAL PALM	14
53	4	UNKNOWN TREE	18	108	12	SABAL PALM	14
54	6	CHRISTMAS PALM	20	109	10	SABAL PALM	12
55	6	CHRISTMAS PALM	20	110	12	SABAL PALM	16

DATE	REVISION	BY
5/20/21	ADD S.U.E. LOCATIONS	S.M.
5/28/21	ADD S.U.E. LOCATIONS	S.M.
7/19/21	UPDATE SURVEY	S.M.

DATE 12/3/2020
SCALE 1" = 30'
FIELD BOOK 892
DRAWN BY S.M.
CHECKED BY M.M.M.

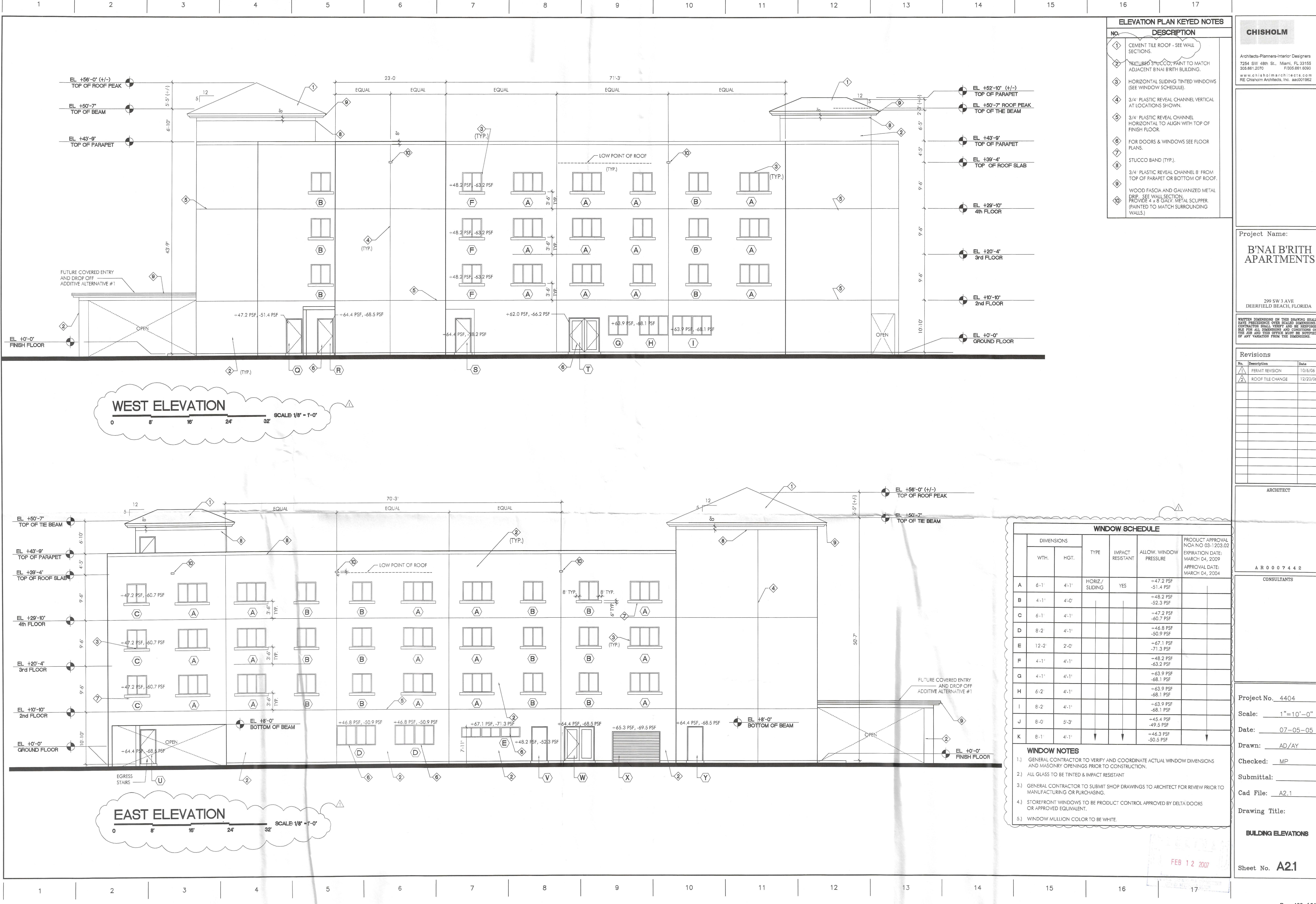


B'NAI B'RITH IV

A PORTION OF TRACT A, B'NAI B'RITH SENIOR CITIZENS PLAT
PLAT BOOK 128, PAGE 46, B.C.R.

CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

SHEET 2 OF 2
PROJECT NUMBER
10912.00



ELEVATION PLAN KEYED NOTES

NO.	DESCRIPTION
1	CEMENT TILE ROOF - SEE WALL SECTIONS.
2	TEXTURED STUCCO, PAINT TO MATCH ADJACENT B'NAI B'RITH BUILDING.
3	HORIZONTAL SLIDING TINTED WINDOWS (SEE WINDOW SCHEDULE).
4	3/4" PLASTIC REVEAL CHANNEL VERTICAL AT LOCATIONS SHOWN.
5	3/4" PLASTIC REVEAL CHANNEL HORIZONTAL TO ALIGN WITH TOP OF FINISH FLOOR.
6	FOR DOORS & WINDOWS SEE FLOOR PLANS.
7	STUCCO BAND (TYP.).
8	3/4" PLASTIC REVEAL CHANNEL 8" FROM TOP OF PARAPET OR BOTTOM OF ROOF.
9	WOOD FASCIA AND GALVANIZED METAL DRIP - SEE WALL SECTION. PROVIDE 4 x 8 GALV. METAL SCUPPER (PAINTED TO MATCH SURROUNDING WALLS.)
10	

CHISHOLM

Architects-Planners-Interior Designers
7254 SW 48th St., Miami, FL 33155
305.661.2070 F/305.661.6590
www.chisholmarchitects.com
RE Chisholm Architects, Inc. aac001962

Project Name:

B'NAI B'RITH APARTMENTS

299 SW 3 AVE
DEERFIELD BEACH, FLORIDA

WRITTEN DIMENSIONS ON THIS DRAWING SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS.

Revisions

No.	Description	Date
1	PERMIT REVISION	10/6/06
2	ROOF TILE CHANGE	12/22/06

ARCHITECT

A R 0 0 7 4 4 2

CONSULTANTS

Project No. 4404

Scale: 1"=10'-0"

Date: 07-05-05

Drawn: AD/AY

Checked: MP

Submittal:

Cad File: A2.1

Drawing Title:

BUILDING ELEVATIONS

Sheet No. A2.1

WINDOW SCHEDULE

	DIMENSIONS		TYPE	IMPACT RESISTANT	ALLOW. WINDOW PRESSURE	PRODUCT APPROVAL NO. NO. 05-1203.02	EXPIRATION DATE: MARCH 04, 2009	APPROVAL DATE: MARCH 04, 2004
	WTH.	HGT.						
A	6'-1"	4'-1"	HORIZ./SLIDING	YES	-47.2 PSF -51.4 PSF			
B	4'-1"	4'-0"			-48.2 PSF -52.3 PSF			
C	6'-1"	4'-1"			-47.2 PSF -60.7 PSF			
D	8'-2"	4'-1"			-46.8 PSF -50.9 PSF			
E	12'-2"	2'-0"			-67.1 PSF -71.3 PSF			
F	4'-1"	4'-1"			-48.2 PSF -63.2 PSF			
G	4'-1"	4'-1"			-63.9 PSF -68.1 PSF			
H	6'-2"	4'-1"			-63.9 PSF -68.1 PSF			
I	8'-2"	4'-1"			-63.9 PSF -68.1 PSF			
J	8'-0"	5'-3"			-45.4 PSF -49.5 PSF			
K	8'-1"	4'-1"			-46.3 PSF -50.5 PSF			

WINDOW NOTES

- 1) GENERAL CONTRACTOR TO VERIFY AND COORDINATE ACTUAL WINDOW DIMENSIONS AND MASONRY OPENINGS PRIOR TO CONSTRUCTION.
- 2) ALL GLASS TO BE TINTED & IMPACT RESISTANT
- 3) GENERAL CONTRACTOR TO SUBMIT SHOP DRAWINGS TO ARCHITECT FOR REVIEW PRIOR TO MANUFACTURING OR PURCHASING.
- 4) STOREFRONT WINDOWS TO BE PRODUCT CONTROL APPROVED BY DELTA DOORS OR APPROVED EQUIVALENT.
- 5) WINDOW MULLION COLOR TO BE WHITE.

FEB 12 2007

B'rai B'rith
Apartments

Deerfield Beach, FL

05/16/2022
James B. Black
AR0011224

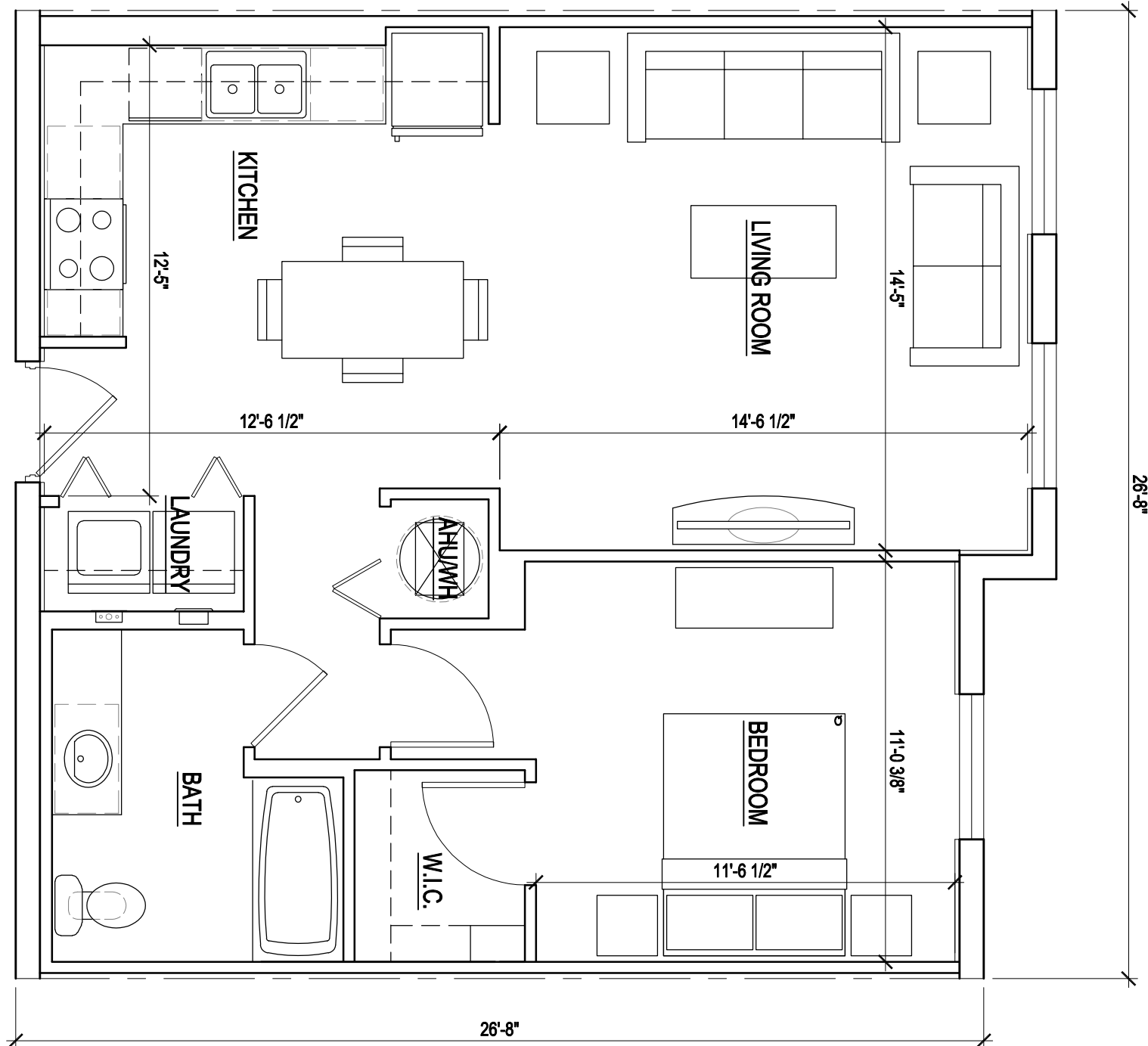


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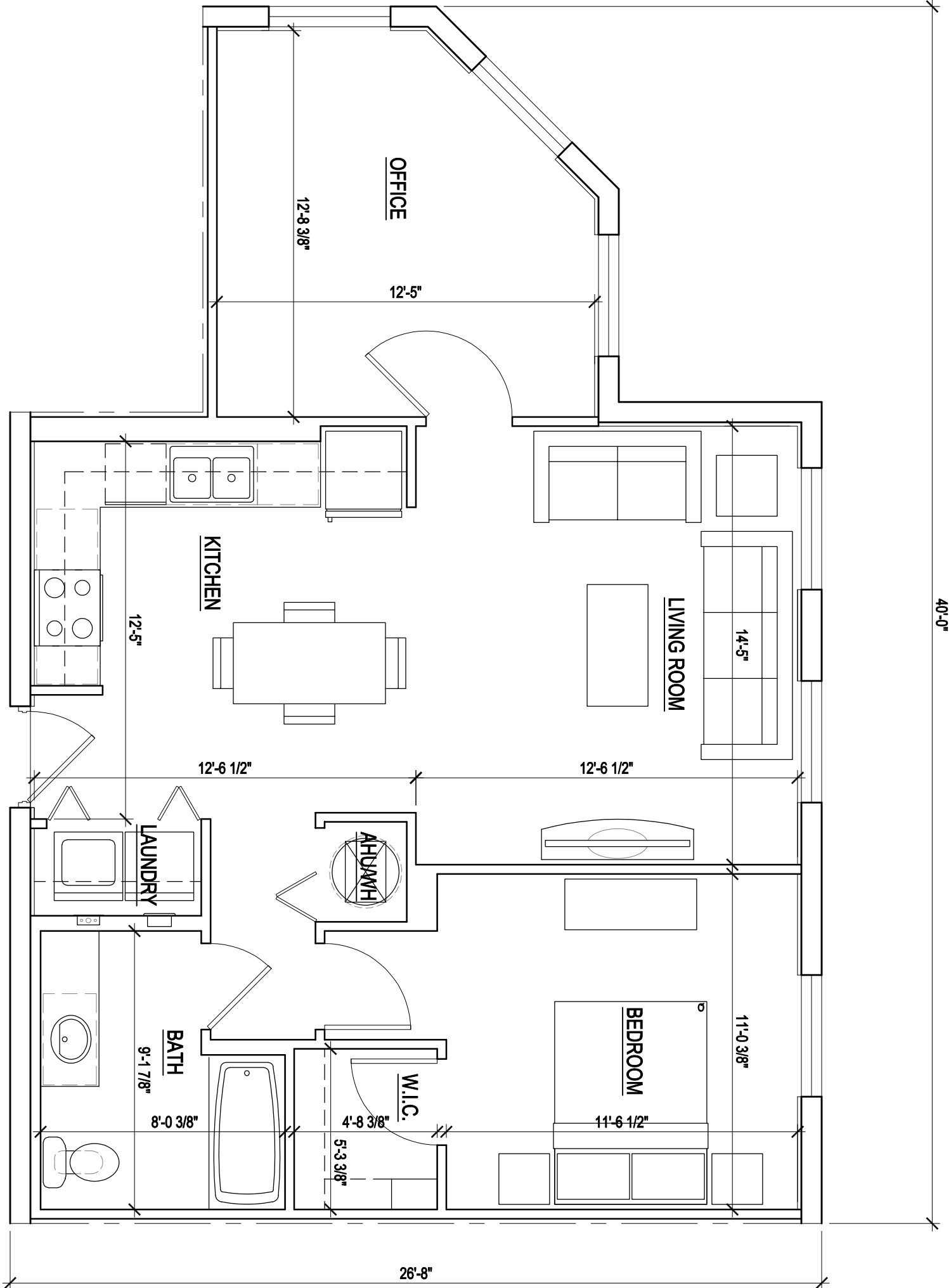
SHEET REVISIONS:

Unit Plans

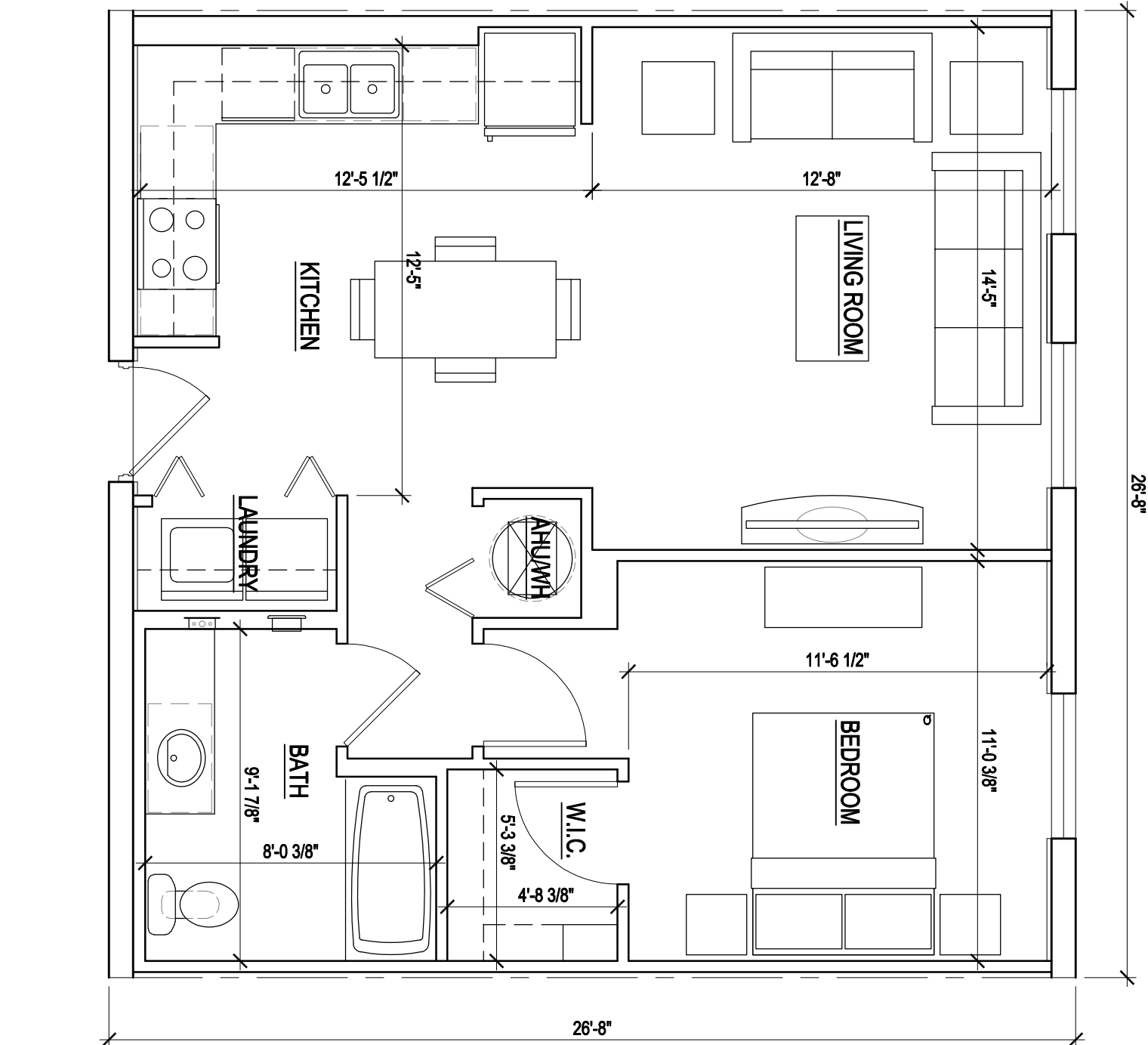
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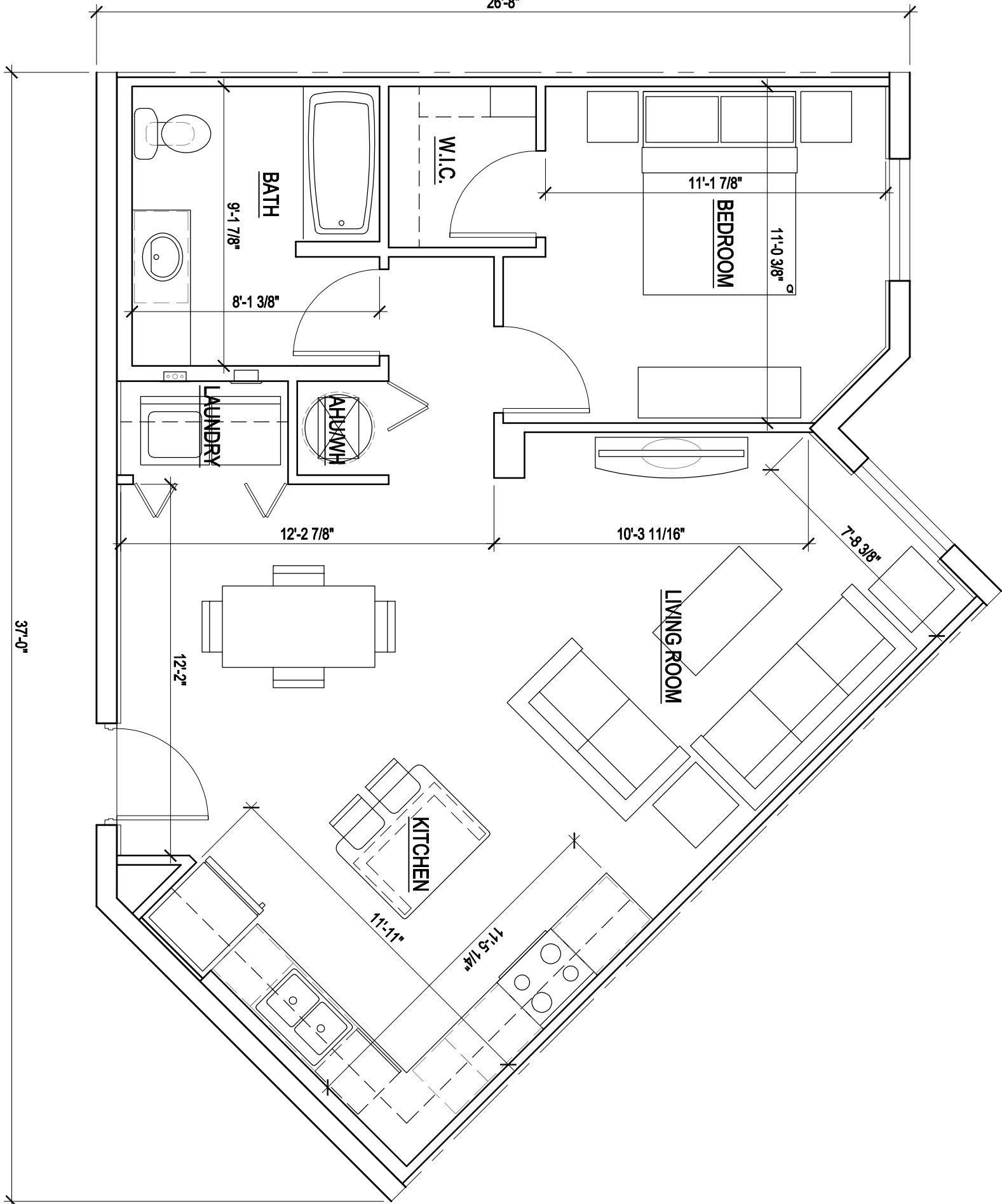
2 Unit A2
Total Area= 742 SF. AC Area= 742 SF. 1/4" = 1'-0"



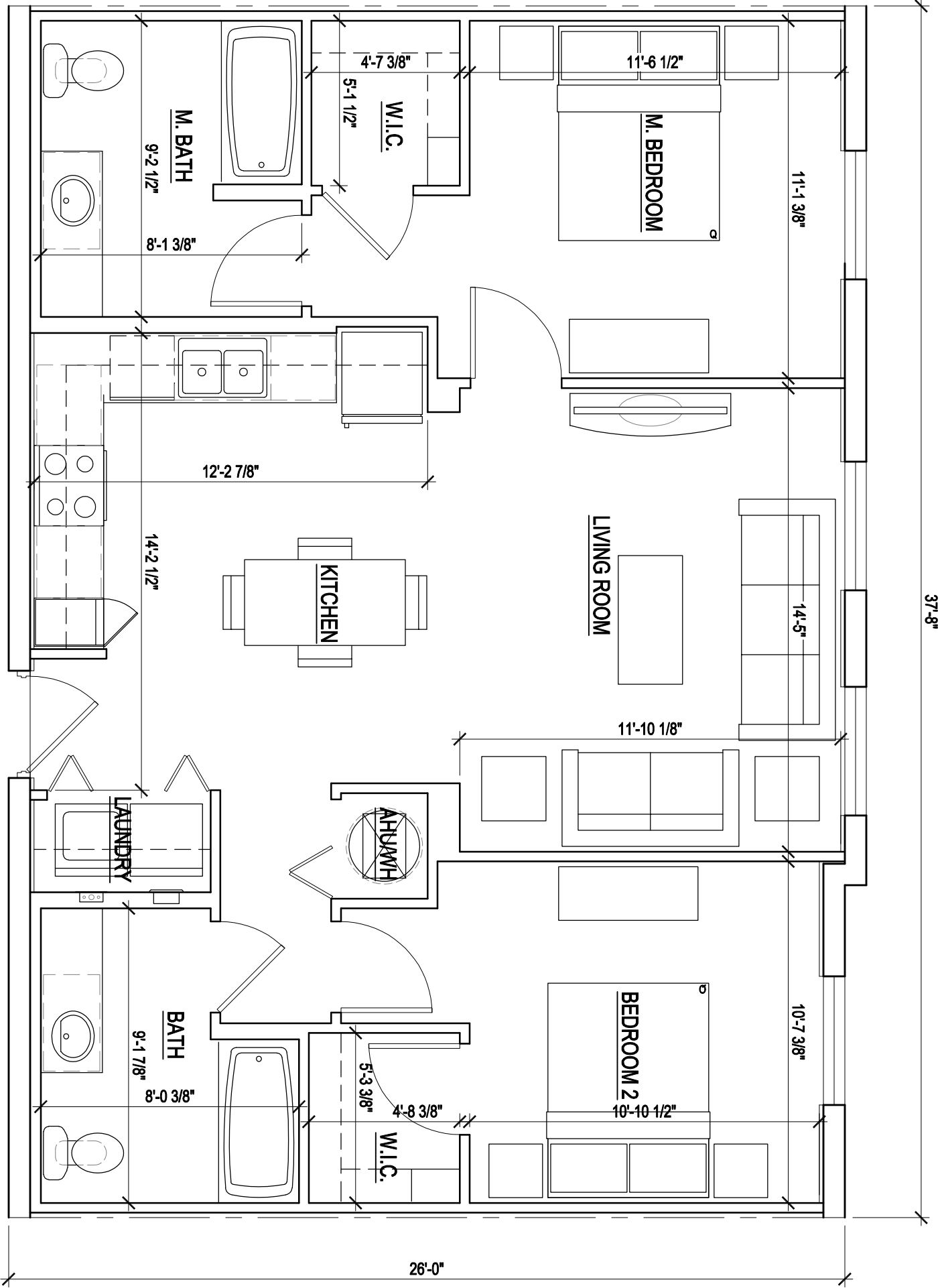
4 Unit A4
Total Area= 878 SF. AC Area= 878 SF. 1/4" = 1'-0"



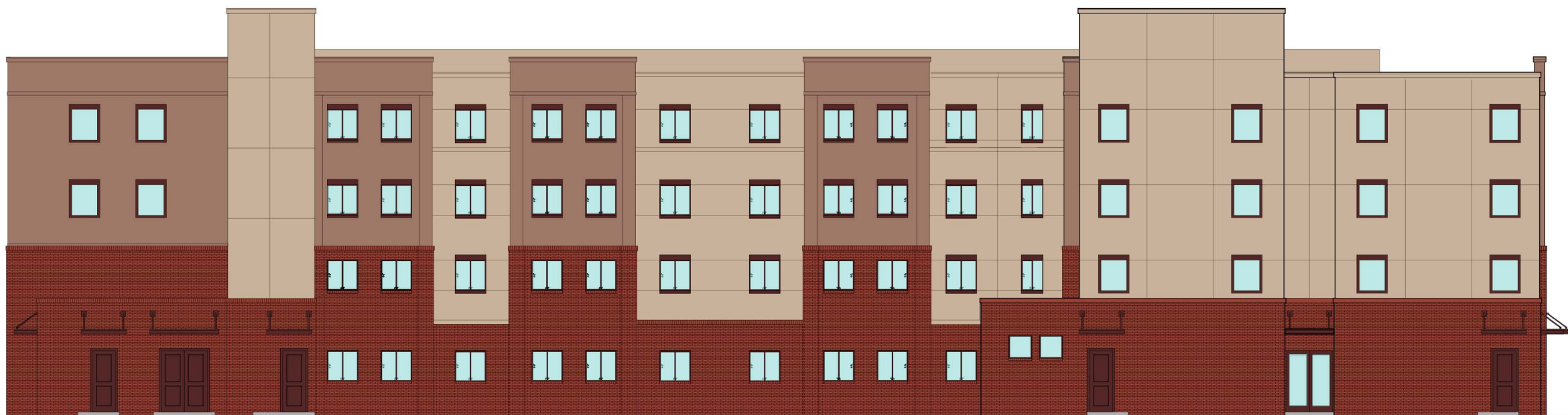
1 Unit A1
Total Area= 711 SF. AC Area= 711 SF. 1/4" = 1'-0"



3 Unit A3
Total Area= 799 SF. AC Area= 799 SF. 1/4" = 1'-0"



5 Unit B1
Total Area= 998 SF. AC Area= 998 SF. 1/4" = 1'-0"



SOUTH ELEVATION



NORTH ELEVATION



WEST ELEVATION



EAST ELEVATION

- French Roast
SW 6069
- Moroccan Spice
SW 6060
- Practical Beige
SW 6100
- Meridian Brick -
Marsh Pointe Queen
Augusta Collection

[illegible]

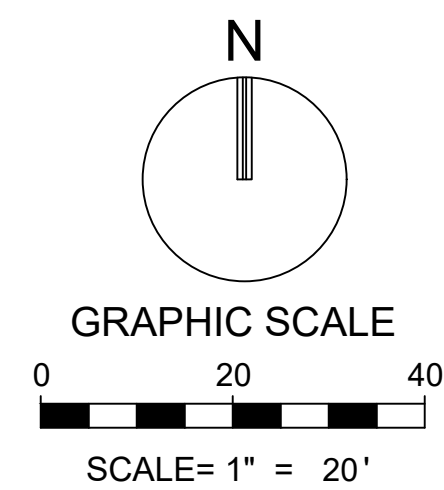
SYMBOL	DESCRIPTION
	EXISTING TREE / PALM TO REMAIN (NO SYMBOL) TO BE PROTECTED DURING CONSTRUCTION
	EXISTING TREE / PALM TO RELOCATE. REFER TO LANDSCAPE PLAN FOR NEW LOCATION
	EXISTING TREE / PALM TO REMOVE. REMOVE ALL CAT 1 INVASIVE EXOTICS. (EX: BRAZ, PEPPER)
XXX-xx	EXISTING TREE / PALM NUMBER. REFER TO TREE DISPOSITION TABLE ON LD-102

1. REMOVING TREES TO REMAIN SHALL BE TRIMMED PER ANSI-A300 STANDARDS.
2. EXISTING WEAKEST RUBBING BRANCHES AND DEAD BRANCHES, BUT RETAINING 80% OF FOLIAGE. LARGE TREES SHALL HAVE LOWER BRANCHES CLEARED UP TO 8'.
3. SYMBOLS MAY BE SHOWN OFFSET FROM ACTUAL TREE LOCATION FOR CLARITY.
4. CONTACT LANDSCAPE ARCHITECT / ISA CERTIFIED ARBORIST FOR CLARIFICATION ON ANY DISCREPANCIES.
4. TRIMMING AND ANY NECESSARY ROOT PRUNING SHALL BE PERFORMED OR SUPERVISED BY A CERTIFIED ARBORIST.
5. ALL TREE WORK REQUIRE PERMITTING BY A REGISTERED COUNTY TREE TRIMMER.
6. BUBBLES SHALL BE PROVIDED FOR ALL RELOCATED TREES AND PALMS.
7. REMOVAL OF TREES OR PALMS WILL REQUIRE A WRITTEN "TREE REMOVAL PERMIT" FROM THE LOCAL GOVERNING AGENCY PRIOR TO REMOVAL. CONFIRM WITH LOCAL GOVERNING AGENCY THAT TREES CLASSIFIED AS NUISANCE/EXOTIC INVASIVE MAY BE EXEMPT.
8. ALL TREES AND PLANT MATERIAL TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION. REFER TO TREE PROTECTION DETAIL. THE CONTRACTOR SHALL TAKE EXTRA CAUTION TO PREVENT ANY DAMAGE TO THE TRUNK, ROOT ZONES AND GRADE.

B CAV	BRANCH CAVITY
B DMG	BRANCH DAMAGE
CB	CROSSING BRANCHES
CO-D	CO-DOMINANT
CON	CONSTRUCTION
D	DECAY
DB	DEBRACK
DUAL LEADER	DUAL LEADER
FB	FUNGUS BODIES
IB	INCLUDED BARK
I DMG	INSECT DAMAGE
L	LEANNING
M T	MULTI-TRUNK
NL	NO MAIN LEADER
RA	ROOT AREA INSUFFICIENT
R DMG	ROOT DAMAGE
S	SUCKER GROWTH
T CAV	TRUNK CAVITY
T DMG	TRUNK DAMAGE
W CPY	WEAK CANOPY
QHE	OVERHEAD UTILITIES
UP	UTILITY PRUNED

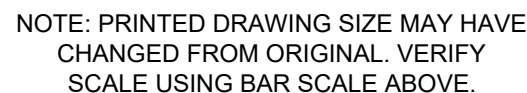
MITIGATION REQUIRED	
4	PALMS
1040	TREE CANOPY SF
\$35,623	APPRAISAL VALUE

CANOPY CREDITS PROVIDED		
QTY	TREE	CREDITS
5	SHADY LADY	350
4	PINK SHOWER	300
6	BUTTONWOOD	300
6	JAPANESE BLUEBERRY	300
1	LIVE OAK	400
1	INDIAN HAWTHORN	150
PALMS		
3	ALEXANDER PALM	50
6	DOUBLE ALEXANDER	50
13	SABAL PALM	100
TOTAL		7300



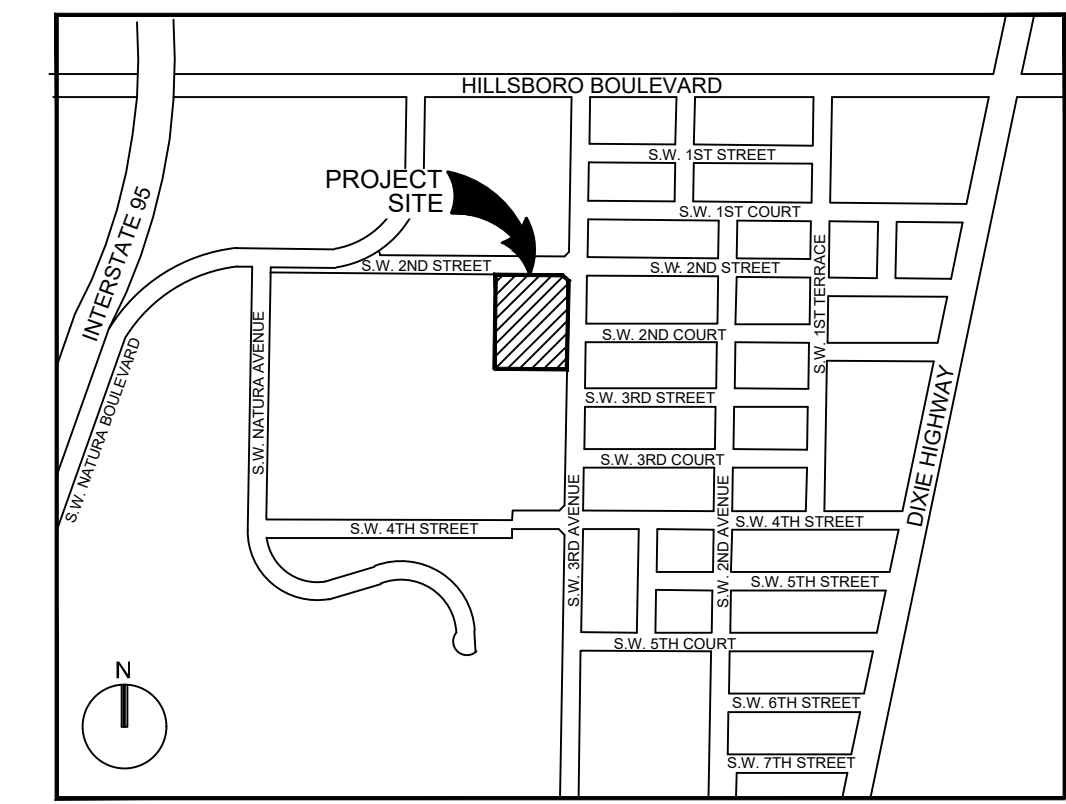
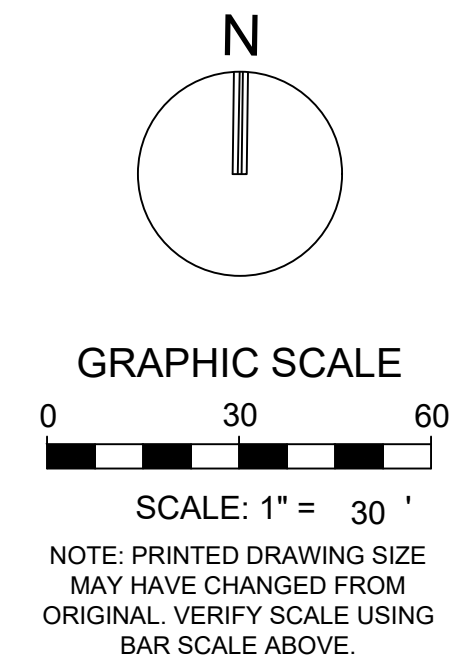
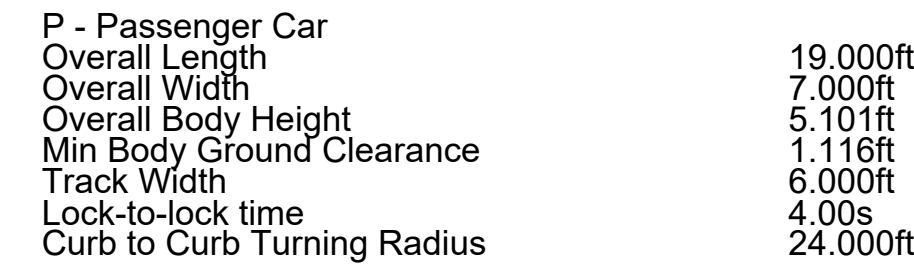
NOTE: PRINTED DRAWING SIZE MAY HAVE
CHANGED FROM ORIGINAL. VERIFY
SCALE USING BAR SCALE ABOVE.

PROJECT #:10912.00		PROJECT NAME: B'NAI B'RITH						
TRREE #	COMM ON NAME	SCIENTIFIC NAME	DBH IN.	HT. FT.	CNVP. FT.	TREE % CONDITION	TREE DISPOSITION	COMMENTS
1	LIVE OAK	"Quercus virginiana"	20	30	40	75	REMOVE	SURFACE ROOT, R DMG
2	YELLOW TAB	"Tabebuia caraiiba"	11	20	18	65	REMOVE	SHADED, DB
3	PONGAM	"Pongamia pinnata"	29	30	40	NA	REMOVE	DEAD
4	BLACK OLIVE	"Bucida buceras"	16	25	20	65	REMOVE	SHARED CANOPY, CIRCLING ROOTS, DB
5	BLACK OLIVE	"Bucida buceras"	20	25	35	70	REMOVE	SHARED CANOPY, CIRCLING ROOTS
6	BLACK OLIVE	"Bucida buceras"	18	40	30	60	REMOVE	SHARED CANOPY, CIRCLING ROOTS, CO-D, B CAV
7	LIVE OAK	"Quercus virginiana"	22	35	35	65	REMOVE	SHADED
8	LIVE OAK	"Quercus virginiana"	24	30	45	70	REMOVE	CIRCLING ROOTS, DB
9	CABBAGE PALM	"Sabal palmetto"	16'	CT	12	50	REMOVE	T DMG
10	CABBAGE PALM	"Sabal palmetto"	13'	CT	60	REMOVE		
11	CABBAGE PALM	"Sabal palmetto"	13'	CT	12	55	REMOVE	T DMG
12	LIVE OAK	"Quercus virginiana"	21	28	30	55	REMOVE	UP, CIRCLING ROOTS, IB
13	LIVE OAK	"Quercus virginiana"	21	25	30	60	REMOVE	UP, SURFACE ROOTS
14	LIVE OAK	"Quercus virginiana"	18	22	20	50	REMOVE	UP, B DMG
15	LIVE OAK	"Quercus virginiana"	17	25	25	60	REMOVE	UP
16	CABBAGE PALM	"Sabal palmetto"	20'	CT	12	70	REMOVE	
17	LIVE OAK	"Quercus virginiana"	26	25	45	60	REMOVE	UP
18	LIVE OAK	"Quercus virginiana"	13	22	10	30	REMOVE	UP, T DMG
101	PONGAM	"Pongamia pinnata"	17	25	30	50	REMOVE	SURFACE ROOTS, MISSING LIMB
102	CABBAGE PALM	"Sabal palmetto"	14'	CT	12	75	RELOCATE	
103	CABBAGE PALM	"Sabal palmetto"	12'	CT	12	75	RELOCATE	
104	CABBAGE PALM	"Sabal CT"	14'	CT	12	75	RELOCATE	
105	LAUREL OAK	"Quercus laurifolia"	21	30	45	70	REMOVE	
107	CABBAGE PALM	"Sabal palmetto"	10'	CT	12	70	RELOCATE	
108	CABBAGE PALM	"Sabal palmetto"	14'	CT	12	70	RELOCATE	
109	CABBAGE PALM	"Sabal palmetto"	10'	CT	12	70	RELOCATE	
110	CABBAGE PALM	"Sabal palmetto"	10'	CT	12	70	RELOCATE	

4

NOTE: PRINTED DRAWING SIZE MAY HAVE
CHANGED FROM ORIGINAL. VERIFY
SCALE USING BAR SCALE ABOVE.

STATUS: PRELIMINARY



LOCATION SKETCH
(NOT TO SCALE)

[illegible]

**RESPONSIBILITY FOR THE USE OF THESE
PLANS PRIOR TO OBTAINING PERMITS FROM
ALL AGENCIES HAVING JURISDICTION OVER
THE PROJECT WILL FALL SOLELY UPON THE
USER.**

BID-CONTRACT:

CLIENT

PROJECT

**B'NAI B'RITH IV
APARTMENTS
DEERFIELD BEACH
255 SW 3RD AVE,
DEERFIELD BEACH
33441**

SHEET TITLE

VEHICLE CIRCULATION PLAN

SHEET NUMBER SP-502

PROJECT NUMBER	10912.00
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Plotted by: mamodio On Wednesday, September 23, 2020 9:40:08 AM

Drawing name: Q:\10912.00 - B'NAI B'RITH - Apartments Deerfield Beach\Engineering\Cadd\10912.00-SP-502-Vehicle Circulation Plan.dwg

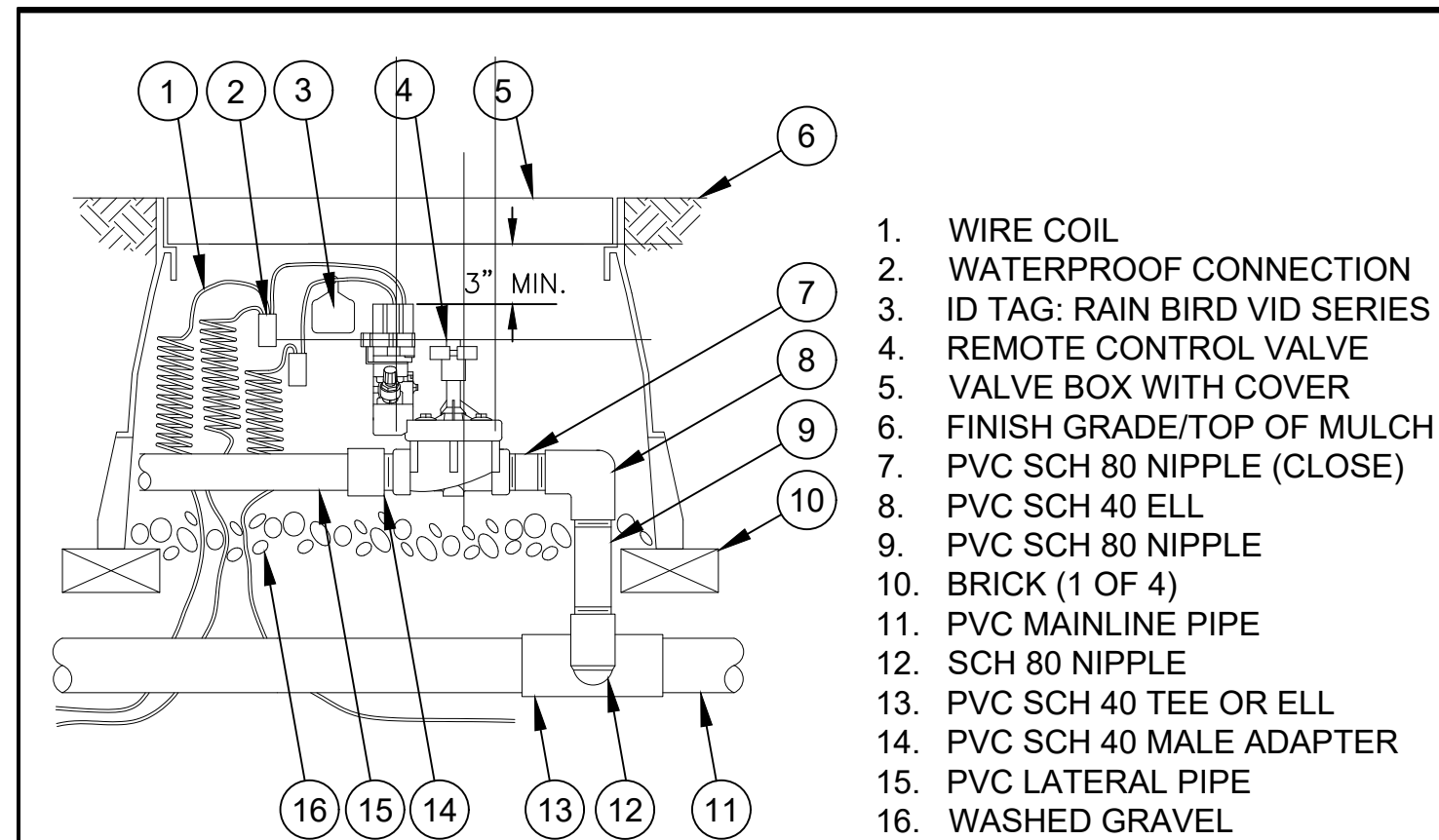
STATUS: PRELIMINARY

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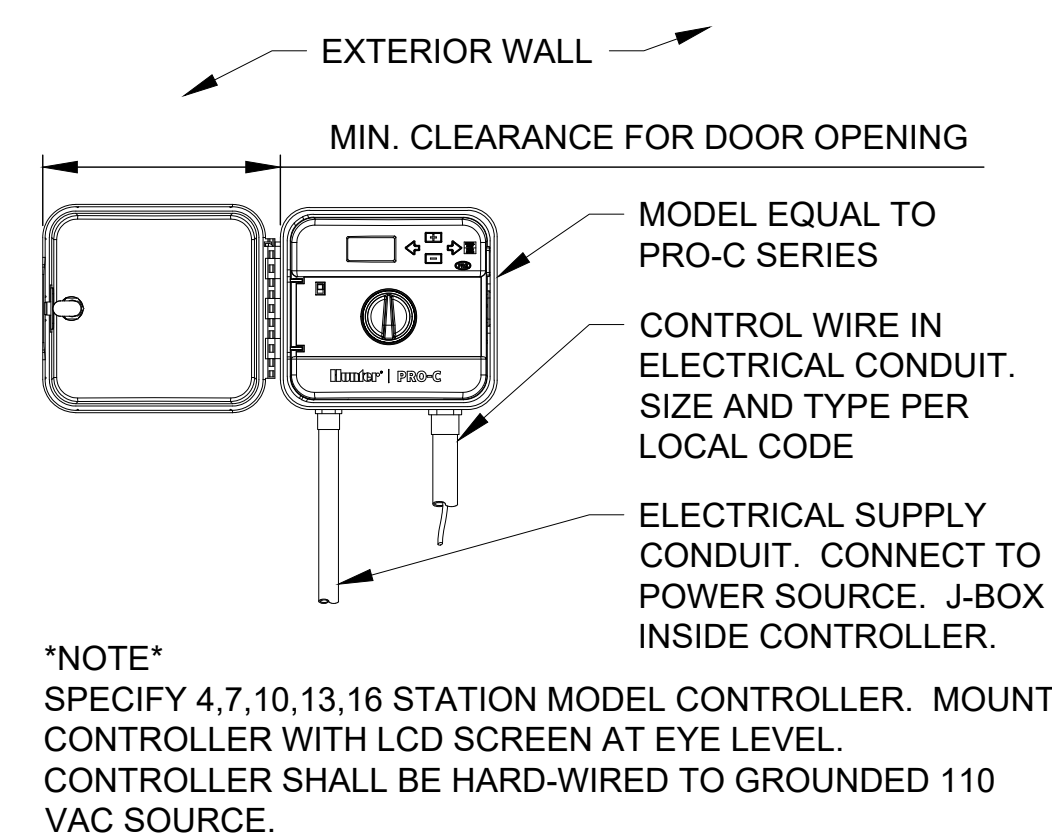




ELECTRIC ZONE VALVE / BOX

Hunter® IRRIGATION DETAIL

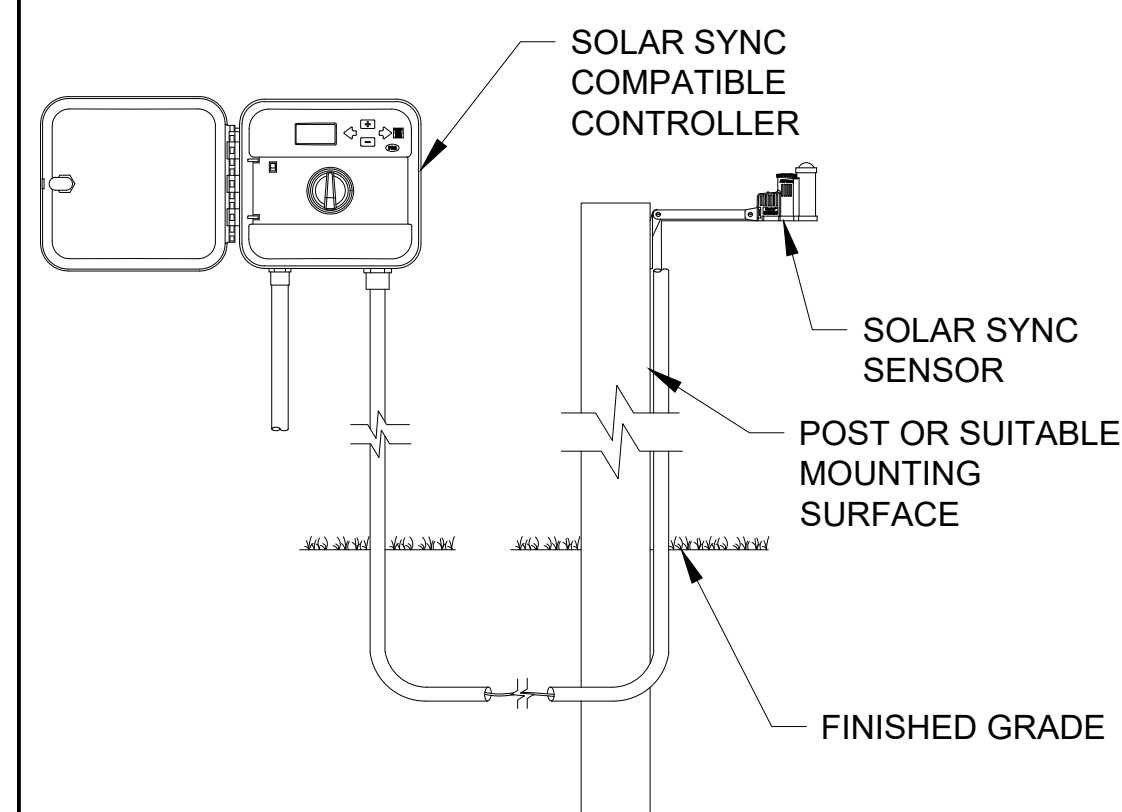
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CONTROLLER

Hunter® IRRIGATION DETAIL

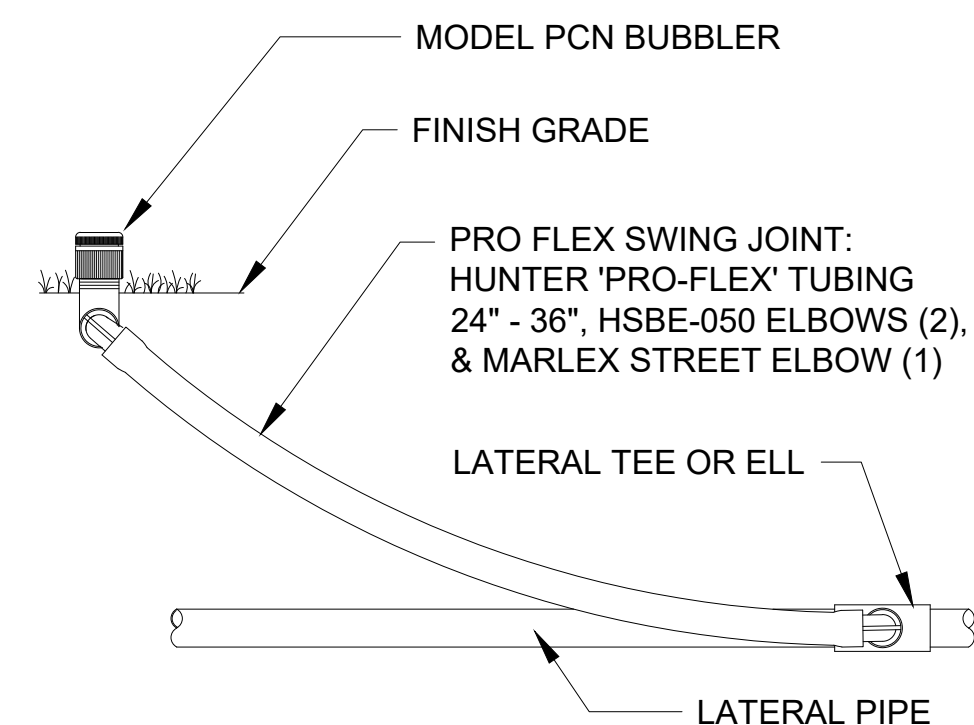
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SOLAR SYNC PEDESTAL CONTROLLER

Hunter® IRRIGATION DETAIL

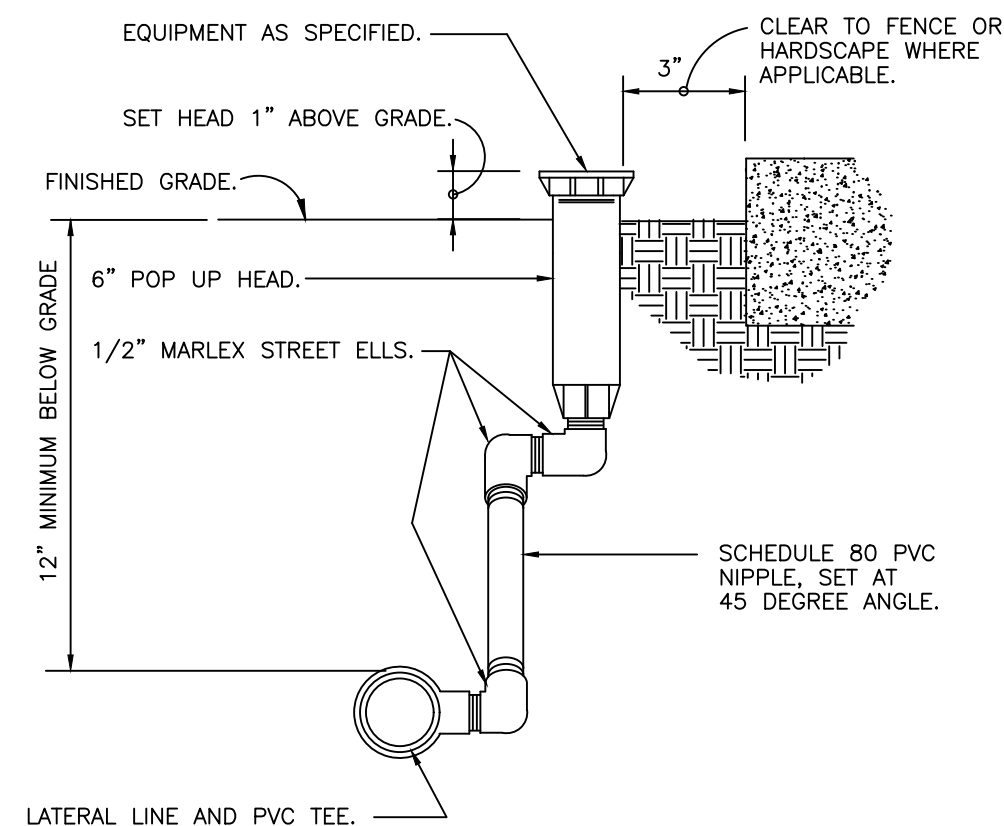
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BUBBLER

Hunter® IRRIGATION DETAIL

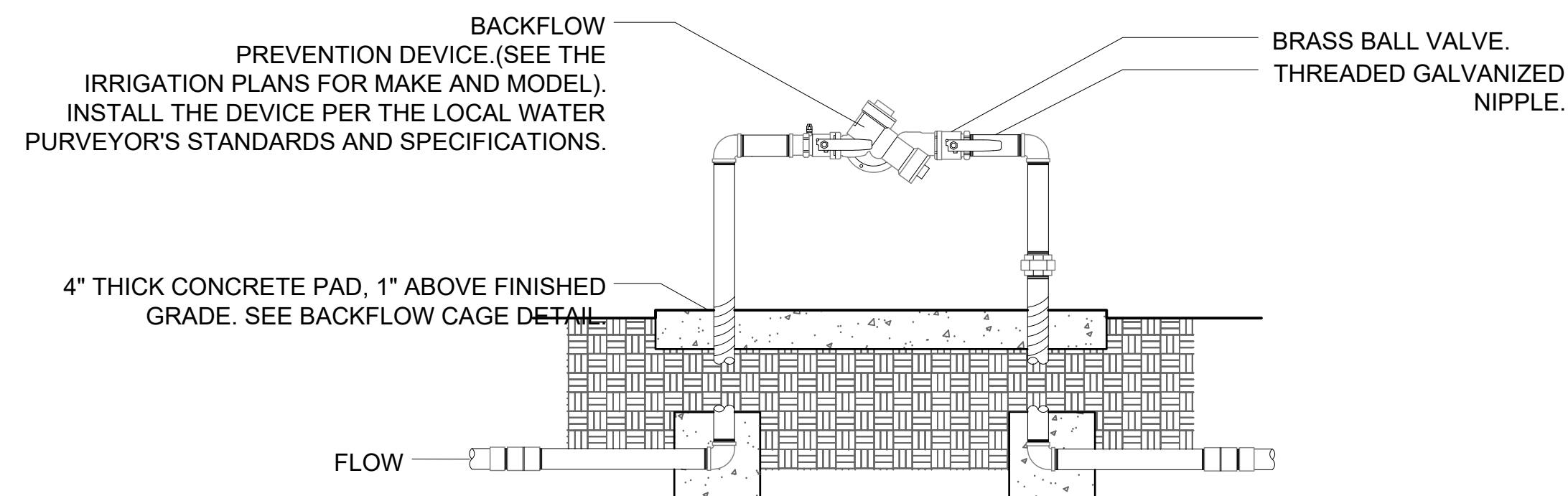
NOT TO SCALE



SHRUB SPRAY HEAD

Hunter® IRRIGATION DETAIL

NOT TO SCALE



BACKFLOW PREVENTION DEVICE

REFER TO CIVIL SHEETS
FOR DETAILS AND SPECIFICATIONS

- ### IRRIGATION NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING LOCAL UNDERGROUND UTILITY PROVIDERS TO VERIFY LOCATIONS. THE CONTRACTOR IS ENCOURAGED TO VISIT THE SITE PRIOR TO INSTALLATION AND BECOME FAMILIAR WITH EXISTING CONDITIONS.
2. IRRIGATION PLANS ARE SCHEMATIC AND DRAWN FOR GRAPHIC CLARITY. ALL PIPING BELOW PAVEMENT SHALL BE SLEEVED. LAYOUT OF IRRIGATION SYSTEM SHALL BE COORDINATED WITH CORRESPONDING LANDSCAPE PLAN.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING LOCAL UNDERGROUND UTILITY PROVIDERS TO VERIFY LOCATIONS. THE CONTRACTOR IS ENCOURAGED TO VISIT THE SITE PRIOR TO INSTALLATION AND BECOME FAMILIAR WITH EXISTING CONDITIONS.
4. VALVE LOCATIONS ARE SCHEMATIC ONLY AND WILL BE ADJUSTED FOR SITE CONDITIONS. EACH VALVE SHALL BE INSTALLED IN A AMETEK OR CARSON VALVE BOX. THE FLOW ADJUSTMENT FEATURE WILL BE USED TO BALANCE PRESSURE THROUGHOUT THE SYSTEM.
5. PIPING SHALL BE SIZED TO MINIMIZE FRICTION LOSS AND MAINTAIN FLOW VELOCITY BELOW 5 FPS.
6. THE IRRIGATION CONTROLLER SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND MANUFACTURER'S RECOMMENDATIONS. PROPER GROUNDING EQUIPMENT AND SURGE PROTECTION SHALL BE PROVIDED. A RAIN SENSOR SHALL BE INSTALLED TO OVER-RIDE THE CONTROLLER.
7. ALL HEADS ON RISERS SHALL BE SET AT THE HEIGHT OF ADJACENT PLANT MATERIAL.
8. SPRINKLER LOCATIONS ADJACENT TO PAVEMENT, STRUCTURES, FENCES, ETC., SHALL BE OFFSET AS FOLLOWS: 12" MIN FOR POP-UP MIST HEADS, 18" FOR SHRUB RISERS, 18" FOR ROTOR HEADS, AND TYPICALLY 5 FEET FOR ROTORS ALONG UNCURBED ROADWAYS.
9. ALL SLEEVING SHALL BE SCH 40 PVC TO SIZE INDICATED ON PLAN, OR IF NOT INDICATED, A MIN. OF 2 PIPE SIZES LARGER THAN SUPPLY LINE CONTAINED. ALL SLEEVES SHALL BE INSTALLED A MIN. OF 24" BELOW FINISH GRADE.
10. CONTROL WIRES SHALL BE UL APPROVED PE IRRIGATION CONTROL WIRE. USE 14 GAGE CONTROL WIRE AND 12 GAGE GROUND WIRE. WIRE SHALL BE BUNDLED AND ATTACHED TO THE MAIN LINE IN TRENCH OR THROUGH WIRE SLEEVES AT PAVEMENT CROSSINGS 24" BELOW FIN. GRADE. ALL SPLICES SHALL BE MADE WITH WATERPROOF DIRECT-BURIAL SPLICE KITS AND CONTAINED IN VALVE BOXES. TWO EXTRA CONTROL WIRES SHALL BE INSTALLED TO THE FURTHEST VALVES IN EACH DIRECTION FROM THE CONTROLLER.
11. PIPING IN NARROW PLANTING AREAS, PARKING ISLANDS AND PLANTERS SHALL BE SET TO ONE SIDE TO ALLOW ROOM FOR ROOT BALLS. PIPE AS INDICATED ON PLAN IS SCHEMATIC AND SHOULD BE ADJUSTED FOR FIELD CONDITIONS.
12. ALL GLUE JOINTS SHALL BE CLEANED, SANDED, AND TREATED WITH A COLORED HIGH ETCH PRIMER AND JOINED USING A SOLVENT CONFORMING WITH ASTM D2564.
13. SYSTEM PIPE SIZE 3/4" SHALL BE CLASS 200 PVC; SYSTEM PIPE SIZE 1" OR GREATER SHALL BE CLASS 160 PVC. SYSTEM MAIN WILL BE SCH. 40 PVC TO SIZE INDICATED ON PLAN. ALL FITTINGS WILL BE SOLVENT WELD SCH 40 PVC. MAIN LINE SHALL HAVE 24" MINIMUM COVER; ALL OTHER PIPING WILL HAVE 12" MIN. COVER. ALL BACKFILL FOR PIPE TRENCHES SHALL BE CLEAN AND FREE OF FOREIGN DEBRIS AND SHARP OBJECTS; BACKFILLED TRENCHES SHALL BE PROPERLY COMPACTED. ALL MAIN LINES WILL BE INSTALLED A MIN. OF 3' FROM ANY TREE OR PALM.
14. WATERING TIME PER STATION WILL BE DETERMINED IN THE FIELD AND PER LOCAL REQUIREMENTS. REFER TO MANUFACTURER'S INSTRUCTIONS FOR PRECIPITATION RATES OF SPRINKLERS SPECIFIED.
15. IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE WITH 100% OVERLAP MIN. PROVIDE BUBBLERS FOR ALL NEW AND RELOCATED TREES AND PALMS.
16. RUST CONTROL SYSTEM TO BE INSTALLED WITH PUMP STATION (IF FROM WELL).
17. THE IRRIGATION SYSTEM IN THE RIGHT-OF-WAY IS TO INCORPORATE LOW TRAJECTORY SPRAY HEADS TO MINIMIZE OVERSPRAY.
18. AS-BUILT DRAWINGS SHALL BE PREPARED BY THE CONTRACTOR AND GIVEN TO THE OWNER PRIOR TO FINAL ACCEPTANCE.



REVISIONS



SOUTH ELEVATION



NORTH ELEVATION



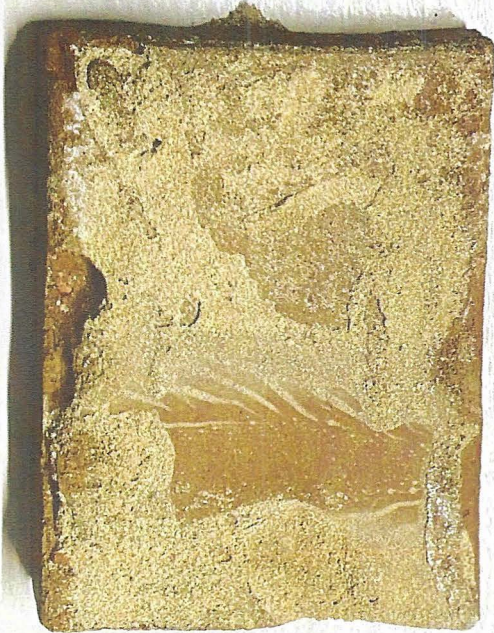
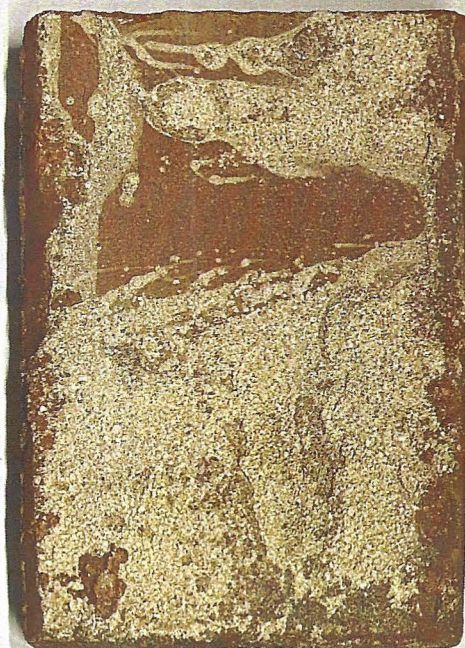
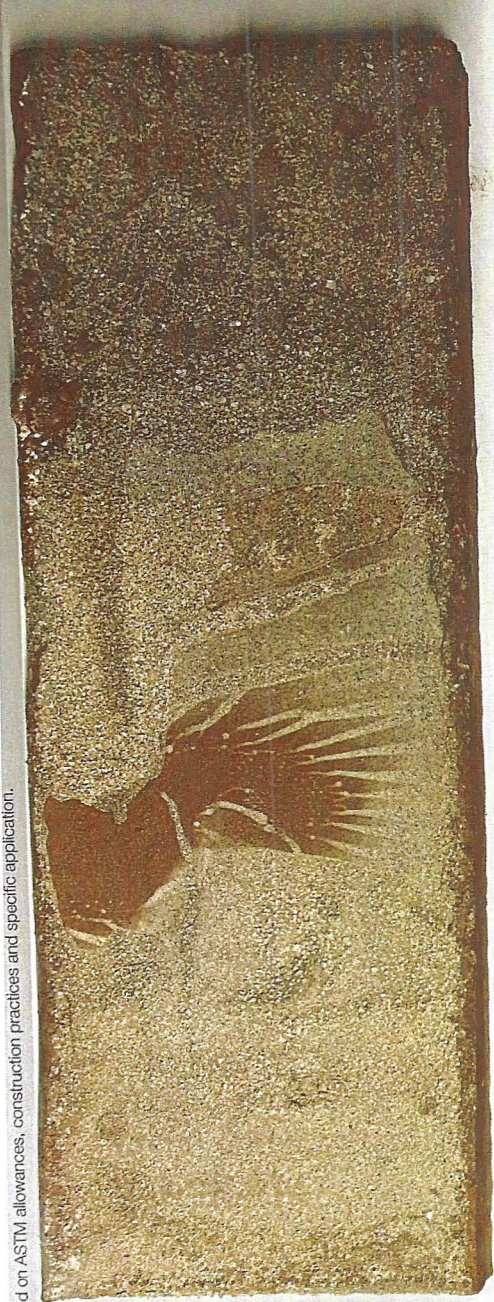
WEST ELEVATION

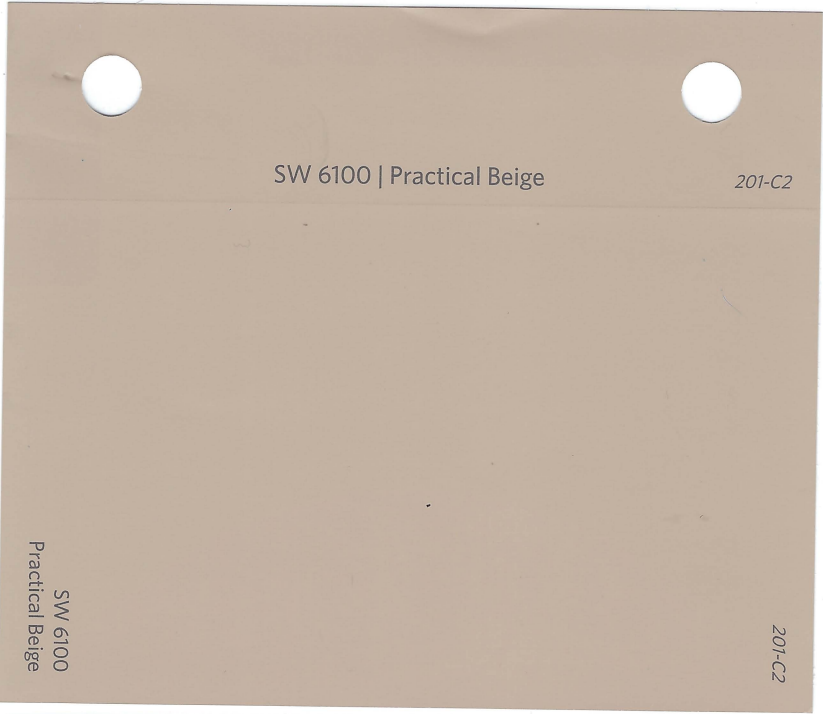


EAST ELEVATION

- French Roast
SW 6069
- Moroccan Spice
SW 6060
- Practical Beige
SW 6100
- Meridian Brick -
Marsh Pointe Queen
Augusta Collection

*This brick conforms to applicable ASTM specifications and wall coverage may vary based on ASTM allowances, construction practices and specific application.





B'NAI B'RITH APARTMENTS IV

KEITH PROJECT NUMBER: 10912.00

PARKING DEMAND ANALYSIS

September 2021 (Revised)



Florida Engineering Business License: CA7928
Florida Surveyor and Mapper Business License: LB6860
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B'NAI B'RITH APARTMENTS IV

255 SW 3rd Avenue
Deerfield Beach, FL, 33441

PARKING DEMAND ANALYSIS

Prepared For:

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Prepared By:



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Firm Address: 301 East Atlantic Blvd
City, State, Zip: Pompano Beach, Florida 33060
Pages: 1 through 40

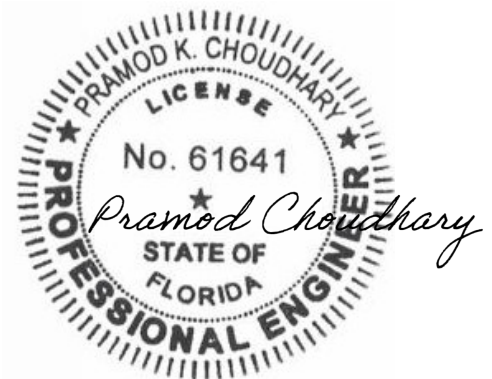


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INTRODUCTION

KEITH has been retained by BREC Development, LLC to prepare a parking analysis for the proposed development (BB-IV) located at 255 SW 3rd Avenue in Deerfield Beach, Florida. The existing development (BB-II) currently has 83 dwelling units and provides 64 parking spaces. The developer is proposing to expand the existing assisted living facility building by adding 62 additional units in a four-story building on the north side of the existing complex. After the proposed expansion, the development will provide 97 parking spaces for a total of 145 dwelling units. A copy of the site plan is included in **Appendix A. Figure 1** shows an aerial location of the proposed development:



Figure 1: Location Map

EXISTING PARKING SUPPLY

An existing conditions assessment was performed for the B'NAI B'RITH APARTMENTS II private parking area. Our team conducted a parking accumulation survey to obtain data on the number of vehicles parked during a typical weekday and a weekend day for 12 hours from 6:00 a.m. to 6:00 p.m. This time was anticipated to capture the parking profile of this residential community. Parking traffic counts were collected in 15-minute increments on Thursday, December 3, 2020, and on Saturday, December 5, 2020. Parking data collection is included in **Appendix B** and **Figure 2** depicts the parking study area:

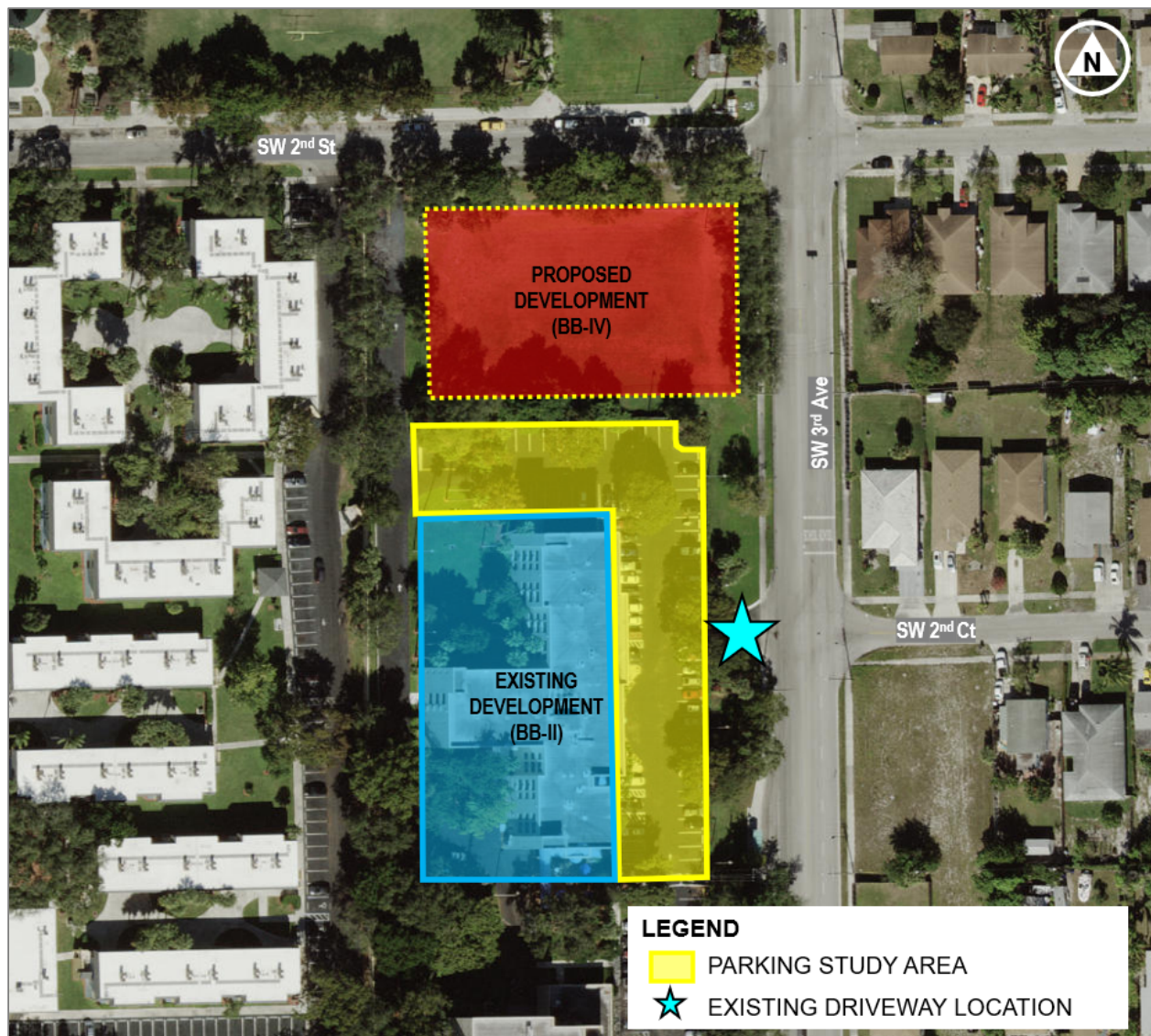


Figure 2: Parking Study Area

WEEKDAY – THURSDAY, DECEMBER 3, 2020:

Parking accumulation data was collected in 15-minute increments on Thursday, December 3, 2020, for 12 hours from 6:00 a.m. to 6:00 p.m. **Figure 3** represents the overall occupancy per hour for the entire 12 hours:

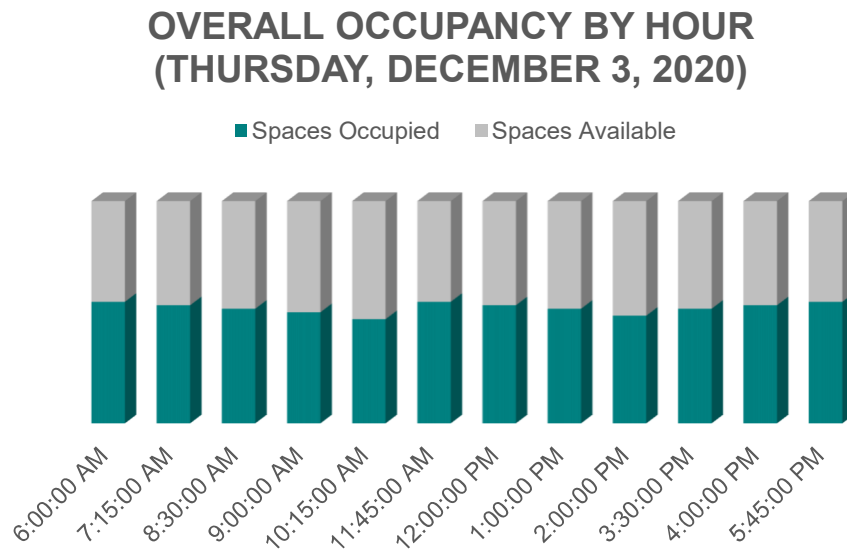


Figure 3: Overall Occupancy by Hour (Weekday)

A.M. Peak Hour:

The highest parking utilization occurred at 6:00 am. The total number of occupied parking spaces was 35 where 55% of the total parking spaces were utilized on the site and the total number of available parking spaces was 29.

Table 1: A.M. Peak Hour Weekday Occupancy

Total Number of Parking Spaces	Weekday Peak Occupancy	A.M. Peak Hour	Total Number of Occupied Parking Spaces	Total Number of Available Parking Spaces	Parking Rate
64	55%	6:00 am – 7:00 am	35	29	0.55

P.M. Peak Hour:

The highest parking utilization occurred at 5:45 pm. The total number of occupied parking spaces was 35 where 55% of the total parking spaces were utilized on the site and the total number of available parking spaces was 29.

Table 2: P.M. Peak Hour Weekday Occupancy

Total Number of Parking Spaces	Weekday Peak Occupancy	P.M. Peak Hour	Total Number of Occupied Parking Spaces	Total Number of Available Parking Spaces	Parking Rate
64	55%	5:00 pm – 6:00 pm	35	29	0.55

WEEKEND – SATURDAY, DECEMBER 5, 2020:

Parking accumulation data was collected in 15-minute increments on Saturday, December 5, 2020, for 12 hours from 6:00 a.m. to 6:00 p.m. **Figure 4** represents the overall occupancy per hour for the entire 12 hours:

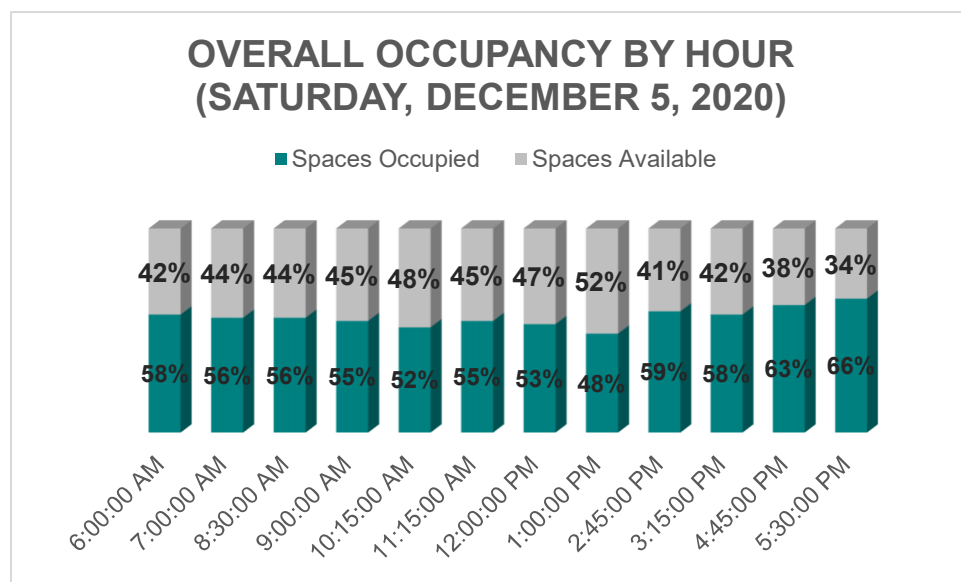


Figure 4: Overall Occupancy by Hour (Weekend)

A.M. Peak Hour:

The highest parking utilization occurred at 6:00 am. The total number of occupied parking spaces was 37 where 58% of the total parking spaces were utilized on the site, and the total number of available parking spaces was 27.

Table 3: A.M. Peak Hour Weekend Occupancy

Total Number of Parking Spaces	Weekend Peak Occupancy	A.M. Peak Hour	Total Number of Occupied Parking Spaces	Total Number of Available Parking Spaces	Parking Rate
64	58%	6:00 am – 7:00 am	37	27	0.58

P.M. Peak Hour:

The highest parking utilization occurred at 5:30 pm. The total number of occupied parking spaces was 42 where 66% of the total parking spaces were utilized on the site, and the total number of available parking spaces was 22.

Table 4: P.M. Peak Hour Weekend Occupancy

Total Number of Parking Spaces	Weekend Peak Occupancy	P.M. Peak Hour	Total Number of Occupied Parking Spaces	Total Number of Available Parking Spaces	Parking Rate
64	66%	5:00 pm – 6:00 pm	42	22	0.66

The overall highest total number of occupied parking spaces during both days was 42, and the overall total number of available parking spaces was 22.

PARKING DEMAND ANALYSIS

The Institute of Transportation Engineers (ITE) *Parking Generation*, 5th Edition, was utilized to determine if the number of proposed parking spaces will be adequate to meet the estimated peak demand. ITE Land Use Code 252 for Senior Adult Housing was applied for this analysis. The existing and proposed developments are assisted living facilities identified as affordable housing with an age restriction. **Table 5** shows the ITE Average Peak Parking Demand:

Table 5: Average Peak Period Parking Demand - ITE

ITE Land Use	ITE Land Use Code	Average Rate	Dwelling Units	Peak Parking Demand
Senior Adult Housing	252	0.61 per Dwelling unit	83	51
			62	38
Total			145	89

Source: ITE Parking Generation, 5th Edition (Average Rate Peak Period Parking Demand)

Using the ITE average rate, the calculated peak parking demand was found to be 89 spaces for the total number of 145 dwelling units which is less than the 97 spaces to be provided. The ITE data for the 85th Percentile Peak Period Parking Demand is 0.67 vehicles per dwelling unit, which equates to 97 spaces for the 145 dwelling units. Based on the data provided by the ITE Parking Generation, the proposed 97 spaces will exceed the average and will accommodate the 85th Percentile parking demand expected at site. **Table 6** summarizes the ITE 85th Percentile Peak Period Parking Demand:

Table 6: 85th Percentile Peak Period Parking Demand - ITE

ITE Land Use	ITE Land Use Code	Peak Parking Demand Rate	Dwelling Units	Peak Parking Demand	Provided on Site
Senior Adult Housing	252	0.67 per Dwelling unit	83	55	97
			62	42	
Total			145	97	97

Source: ITE Parking Generation, 5th Edition (85th Percentile Peak Period Parking Demand)

Based on the ITE parking demand analysis, it is anticipated that the proposed 97 parking spaces will accommodate the projected parking demand at its peak utilization. The ITE parking demand data summaries and land use code are include in **Appendix C**.

CITY OF DEERFIELD BEACH PARKING REQUIREMENTS

The City of Deerfield Beach Land Development Code Section 98-93 (e) parking requirements was reviewed for the proposed development. **Table 7** provides the code required for the existing and proposed development based on the standards for assisted living facilities and community residential homes:

Table 7: City of Deerfield Beach Parking Requirements

PARKING CALCULATIONS:			
	<u>REQUIRED</u>	<u>PROVIDED</u>	
PROPOSED ASSISTED LIVING FACILITY (BB-IV)			
1.5 SPACES X 38.5 DWELLING UNIT EQUIVALENTS	58	15	PROPOSED ON BB-IV (10'X20' SPACES) (INCLUDES 4 ADA @ 12'X20')
		7	PROPOSED ON BB-IV (9'X18' SPACES) (31.8% OF TOTAL)
EXISTING ASSISTED LIVING FACILITY (BB-II)			
		53	EXISTING ON BB-II (10'X20' SPACES) (INCLUDES 4 ADA @ 12'X20')
1.5 SPACES X 41.5 DWELLING UNIT EQUIVALENTS	62	17	PROPOSED ON BB-II (9'X18' SPACES) (20.5% OF TOTAL)
		5	PROPOSED ON BB-II (10'X20' SPACES)
TOTAL PARKING	120	97	
NOTES:			
1. A PARKING SPACE DEVIATION FOR THE PROPOSED BB-IV SITE REQUESTED UNDER SEPARATE COVER.			

As shown in **Table 7**, per the City of Deerfield Beach's parking requirements, the proposed development is required to provide 120 parking spaces or a parking ratio of approximately 0.83 parking spaces per unit. **Table 8** below identifies the parking requirement based on the parking data collected from the field. A copy of the City of Deerfield Beach's parking code is included in **Appendix D**.

Table 8: Comparison of Parking Requirement Based on Field Data

Parking Requirement per BB-II Parking Survey Data		Parking Requirement per ITE Rate		Parking Requirement per ITE Rate for 85 th Percentile		Parking Requirement per City's Rate		Parking Spaces Provided on Site
BB-II Rate (Cars per Unit)	Required Parking Spaces	ITE Rate (Cars per Unit) from Table 5	Required Parking Spaces	ITE Rate (Cars per Unit) from Table 6	Required Parking Spaces	City's Rate	Required Parking Spaces	
0.50	$145 * 0.50 = 73$	0.61	$145 * 0.61 = 88$	0.67	$145 * 0.67 = 97$	0.83	$145 * 0.83 = 120$	97

Source: ITE Parking Generation, 5th Edition

As can be observed from Table 8, the field observed parking rate with the peak parking demand reflects a rate of 0.50 parking spaces per dwelling unit. The ITE rate shows 0.67 parking spaces for the 85th percentile parking demand. The City code shows 0.83 parking spaces per dwelling unit. Hence, we can conclude that the City rate is much higher than the field observed rate based on peak parking demand and the ITE rate based on the 85th percentile parking demand. The number of parking spaces provided on-site is 24 more than the field observed parking rate and meets the parking requirement per ITE Rate for 85th Percentile.

Based on the response provided by BREC Development, the existing B'nai B'rith Apartments II (BB-2) had 100% occupancy at the time of the parking data collection performed on Thursday, December 3, 2020, and Saturday, December 5, 2020. Additionally, BREC Development confirmed that there are 46 registered resident vehicles out of 83 units in BB-2. **Table 9** below shows the parking requirement based on the number of registered vehicles for the BB-2 unit. The field observation clearly indicates that not all registered vehicles were parked at the facility at all times. Based on the field data collection and the number of registered vehicles at the facility, the parking requirement is below the number of parking spaces provided at the site.

Table 9: Comparison of Parking Requirements Based on the Registered Number of Vehicles

Parking Requirement per BB-II Existing Registered Resident Vehicles		Parking Requirement per ITE Rate		Parking Requirement per ITE Rate for 85 th Percentile		Parking Requirement per City's Rate		Parking Spaces Provided on Site
BB-II Rate (Cars per Unit)	Required Parking Spaces	ITE Rate (Cars per Unit)	Required Parking Spaces	ITE Rate (Cars per Unit)	Required Parking Spaces	City's Rate	Required Parking Spaces	
0.55	$145 * 0.55 = 80$	0.61	$145 * 0.61 = 88$	0.67	$145 * 0.67 = 97$	0.83	$145 * 0.83 = 120$	97

Source: ITE Parking Generation, 5th Edition

Based on this analysis, the proposed development is expected to have adequate parking spaces to accommodate the peak parking demand. Although the project is providing less parking spaces than the amount required by the City of Deerfield Beach, it is anticipated that the 97 parking spaces will be sufficient to accommodate the projected parking demand.

CONCLUSION

The existing development (BB-II) currently has 83 dwelling units and provides 64 parking spaces. The developer is proposing to expand the existing assisted living facility building by adding 62 additional units in a four-story building on the north side of the existing complex. After the proposed expansion, the development will provide 97 parking spaces for a total of 145 dwelling units. The Institute of Transportation Engineers (ITE) *Parking Generation*, 5th Edition and a parking demand analysis was utilized to determine if the number of proposed parking spaces will be adequate to meet the expected peak demand. Based on both field observed parking demand and the ITE parking demand analysis, it is anticipated that the 97 parking spaces will accommodate the projected parking demand.

APPENDIX A

SITE PLAN

APPENDIX B

PARKING DATA COLLECTION

PARKING ACCUMULATION SURVEY

Project Number: 10912.00

Project Name: B'NAI B'RITH APARTMENTS IV

Project Location: 255 SW 3rd Avenue - Deerfield Beach, FL 33441

Regular Parking Spaces **60**

ADA Parking Spaces **4**

Total Parking Spaces **64**

WEEKDAY		
Date: Thursday, December 3, 2020		
Observation Time	Parking Accumulation	Field Observation Notes
6:00:00 AM	35	-
6:15:00 AM	35	-
6:30:00 AM	34	First perosn to leave
6:45:00 AM	34	-
7:00:00 AM	33	-
7:15:00 AM	34	-
7:30:00 AM	34	-
7:45:00 AM	33	-
8:00:00 AM	32	-
8:15:00 AM	32	-
8:30:00 AM	33	-
8:45:00 AM	33	-
9:00:00 AM	32	-
9:15:00 AM	30	-
9:30:00 AM	29	-
9:45:00 AM	29	-
10:00:00 AM	27	-
10:15:00 AM	30	-
10:30:00 AM	27	-
10:45:00 AM	28	-
11:00:00 AM	30	People starting to come back with food
11:15:00 AM	31	-
11:30:00 AM	32	-
11:45:00 AM	35	-
12:00:00 PM	34	-
12:15:00 PM	32	-
12:30:00 PM	32	-
12:45:00 PM	32	-
1:00:00 PM	33	-
1:15:00 PM	33	-
1:30:00 PM	32	-
1:45:00 PM	32	-
2:00:00 PM	31	-
2:15:00 PM	31	-
2:30:00 PM	30	-
2:45:00 PM	30	-
3:00:00 PM	30	-
3:15:00 PM	32	-
3:30:00 PM	33	-
3:45:00 PM	32	Same few cars coming in and out
4:00:00 PM	34	-
4:15:00 PM	32	-
4:30:00 PM	32	-
4:45:00 PM	32	-
5:00:00 PM	32	No movement for an hour
5:15:00 PM	33	
5:30:00 PM	34	
5:45:00 PM	35	Everyone one is back
6:00:00 PM	37	Visitors arrived

PARKING ACCUMULATION SURVEY

Project Number: 10912.00

Project Name: B'NAI B'RITH APARTMENTS IV

Project Location: 255 SW 3rd Avenue - Deerfield Beach, FL 33441

Regular Parking Spaces **60**

ADA Parking Spaces **4**

Total Parking Spaces **64**

WEEKEND		
Date: Saturday, December 5, 2020		
Observation Time	Parking Accumulation	Field Observation Notes
6:00:00 AM	37	-
6:15:00 AM	37	-
6:30:00 AM	37	-
6:45:00 AM	37	-
7:00:00 AM	36	First person to leave
7:15:00 AM	36	-
7:30:00 AM	35	-
7:45:00 AM	34	-
8:00:00 AM	35	-
8:15:00 AM	35	-
8:30:00 AM	36	-
8:45:00 AM	36	-
9:00:00 AM	35	Same few cars coming in and out for the last hour
9:15:00 AM	33	-
9:30:00 AM	35	-
9:45:00 AM	35	-
10:00:00 AM	32	-
10:15:00 AM	33	-
10:30:00 AM	33	-
10:45:00 AM	32	-
11:00:00 AM	34	-
11:15:00 AM	35	Cars still just rotating in and out
11:30:00 AM	34	-
11:45:00 AM	33	-
12:00:00 PM	34	-
12:15:00 PM	32	-
12:30:00 PM	34	-
12:45:00 PM	33	-
1:00:00 PM	31	-
1:15:00 PM	31	-
1:30:00 PM	30	-
1:45:00 PM	31	-
2:00:00 PM	31	-
2:15:00 PM	34	-
2:30:00 PM	36	-
2:45:00 PM	38	First visitor to show up
3:00:00 PM	36	-
3:15:00 PM	37	Comcast truck showed up to work
3:30:00 PM	35	-
3:45:00 PM	34	-
4:00:00 PM	36	-
4:15:00 PM	39	More visitors arriving
4:30:00 PM	38	-
4:45:00 PM	40	-
5:00:00 PM	40	-
5:15:00 PM	41	-
5:30:00 PM	42	-
5:45:00 PM	42	-
6:00:00 PM	41	All extra cars over 37 are visitors

PARKING ANALYSIS

Project Number: 10912.00

Project Name: B'NAI B'RITH APARTMENTS IV

Project Location: 255 SW 3rd Avenue - Deerfield Beach, FL 33441

Regular Parking Spaces **60**

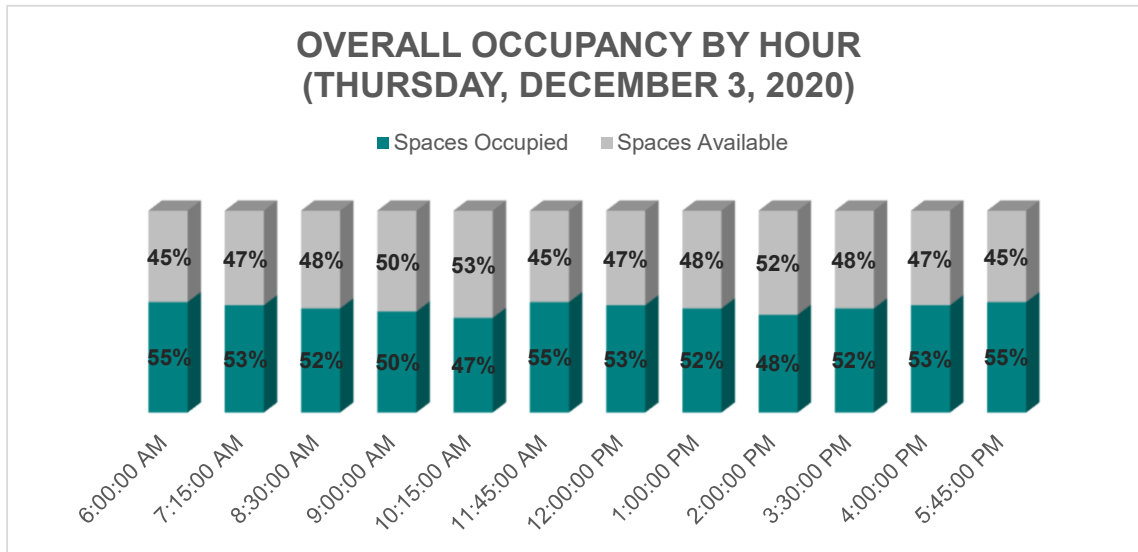
ADA Parking Spaces **4**

Total Parking Spaces **64**

WEEKDAY			WEEKEND		
Date: Thursday, December 3, 2020			Date: Saturday, December 5, 2020		
Observation Time	Parking Accumulation	% Occupied	Observation Time	Parking Accumulation	% Occupied
6:00:00 AM	35	55%	6:00:00 AM	37	58%
6:15:00 AM	35	55%	6:15:00 AM	37	58%
6:30:00 AM	34	53%	6:30:00 AM	37	58%
6:45:00 AM	34	53%	6:45:00 AM	37	58%
7:00:00 AM	33	52%	7:00:00 AM	36	56%
7:15:00 AM	34	53%	7:15:00 AM	36	56%
7:30:00 AM	34	53%	7:30:00 AM	35	55%
7:45:00 AM	33	52%	7:45:00 AM	34	53%
8:00:00 AM	32	50%	8:00:00 AM	35	55%
8:15:00 AM	32	50%	8:15:00 AM	35	55%
8:30:00 AM	33	52%	8:30:00 AM	36	56%
8:45:00 AM	33	52%	8:45:00 AM	36	56%
9:00:00 AM	32	50%	9:00:00 AM	35	55%
9:15:00 AM	30	47%	9:15:00 AM	33	52%
9:30:00 AM	29	45%	9:30:00 AM	35	55%
9:45:00 AM	29	45%	9:45:00 AM	35	55%
10:00:00 AM	27	42%	10:00:00 AM	32	50%
10:15:00 AM	30	47%	10:15:00 AM	33	52%
10:30:00 AM	27	42%	10:30:00 AM	33	52%
10:45:00 AM	28	44%	10:45:00 AM	32	50%
11:00:00 AM	30	47%	11:00:00 AM	34	53%
11:15:00 AM	31	48%	11:15:00 AM	35	55%
11:30:00 AM	32	50%	11:30:00 AM	34	53%
11:45:00 AM	35	55%	11:45:00 AM	33	52%
12:00:00 PM	34	53%	12:00:00 PM	34	53%
12:15:00 PM	32	50%	12:15:00 PM	32	50%
12:30:00 PM	32	50%	12:30:00 PM	34	53%
12:45:00 PM	32	50%	12:45:00 PM	33	52%
1:00:00 PM	33	52%	1:00:00 PM	31	48%
1:15:00 PM	33	52%	1:15:00 PM	31	48%
1:30:00 PM	32	50%	1:30:00 PM	30	47%
1:45:00 PM	32	50%	1:45:00 PM	31	48%
2:00:00 PM	31	48%	2:00:00 PM	31	48%
2:15:00 PM	31	48%	2:15:00 PM	34	53%
2:30:00 PM	30	47%	2:30:00 PM	36	56%
2:45:00 PM	30	47%	2:45:00 PM	38	59%
3:00:00 PM	30	47%	3:00:00 PM	36	56%
3:15:00 PM	32	50%	3:15:00 PM	37	58%
3:30:00 PM	33	52%	3:30:00 PM	35	55%
3:45:00 PM	32	50%	3:45:00 PM	34	53%
4:00:00 PM	34	53%	4:00:00 PM	36	56%
4:15:00 PM	32	50%	4:15:00 PM	39	61%
4:30:00 PM	32	50%	4:30:00 PM	38	59%
4:45:00 PM	32	50%	4:45:00 PM	40	63%
5:00:00 PM	32	50%	5:00:00 PM	40	63%
5:15:00 PM	33	52%	5:15:00 PM	41	64%
5:30:00 PM	34	53%	5:30:00 PM	42	66%
5:45:00 PM	35	55%	5:45:00 PM	42	66%
6:00:00 PM	37	58%	6:00:00 PM	41	64%

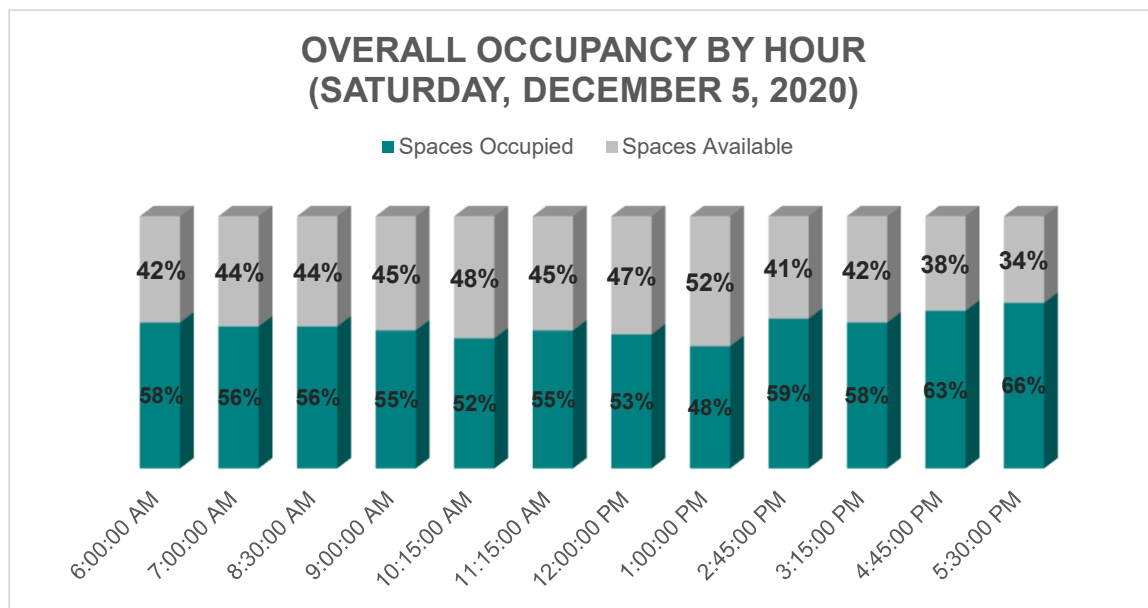
PARKING ANALYSIS

Observation Time	Spaces Occupied	Spaces Available
6:00:00 AM	55%	45%
7:15:00 AM	53%	47%
8:30:00 AM	52%	48%
9:00:00 AM	50%	50%
10:15:00 AM	47%	53%
11:45:00 AM	55%	45%
12:00:00 PM	53%	47%
1:00:00 PM	52%	48%
2:00:00 PM	48%	52%
3:30:00 PM	52%	48%
4:00:00 PM	53%	47%
5:45:00 PM	55%	45%



PARKING ANALYSIS

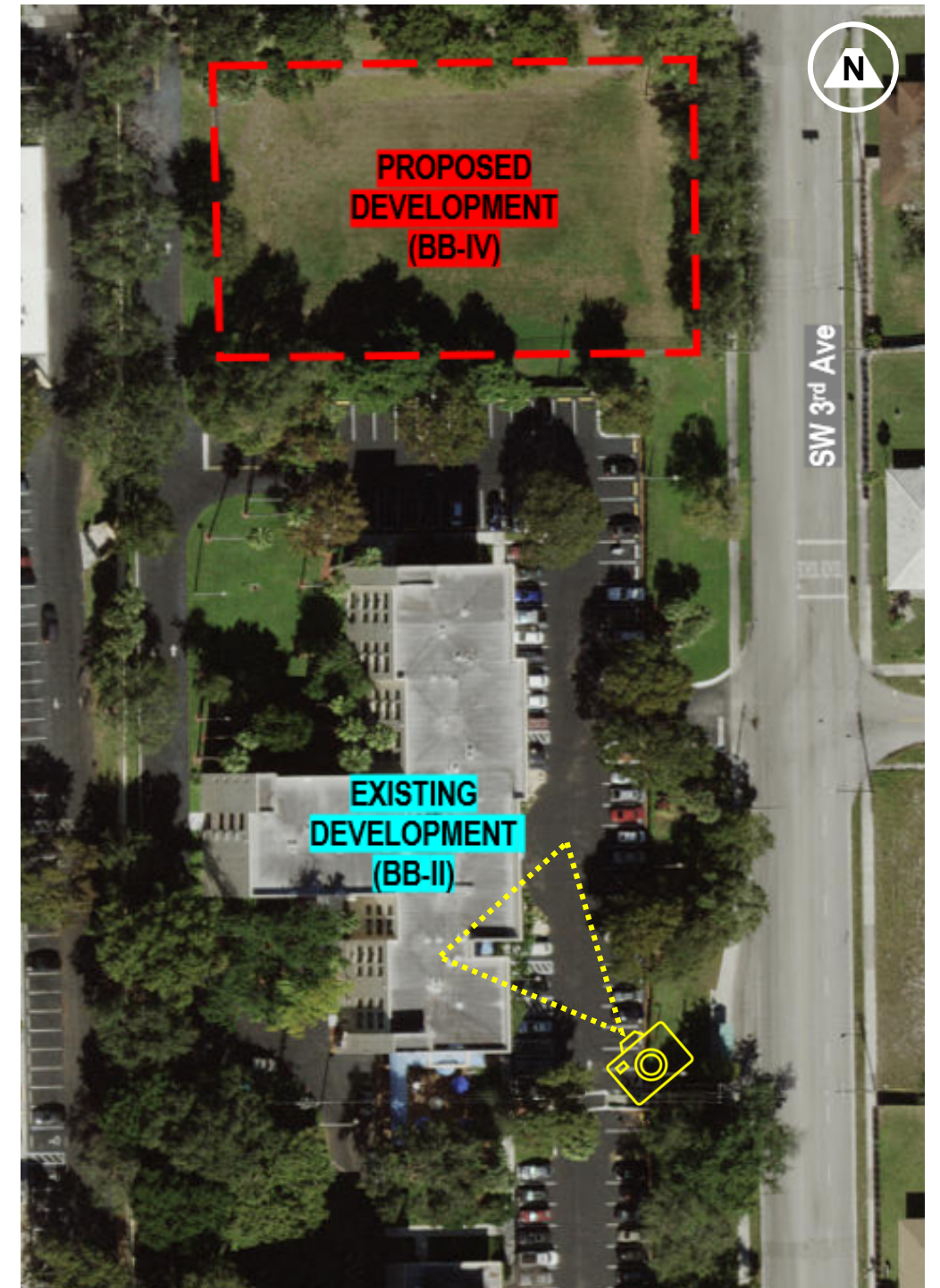
Observation Time	Spaces Occupied	Spaces Available
6:00:00 AM	58%	42%
7:00:00 AM	56%	44%
8:30:00 AM	56%	44%
9:00:00 AM	55%	45%
10:15:00 AM	52%	48%
11:15:00 AM	55%	45%
12:00:00 PM	53%	47%
1:00:00 PM	48%	52%
2:45:00 PM	59%	41%
3:15:00 PM	58%	42%
4:45:00 PM	63%	38%
5:30:00 PM	66%	34%



EXISTING CONDITIONS



North-West View

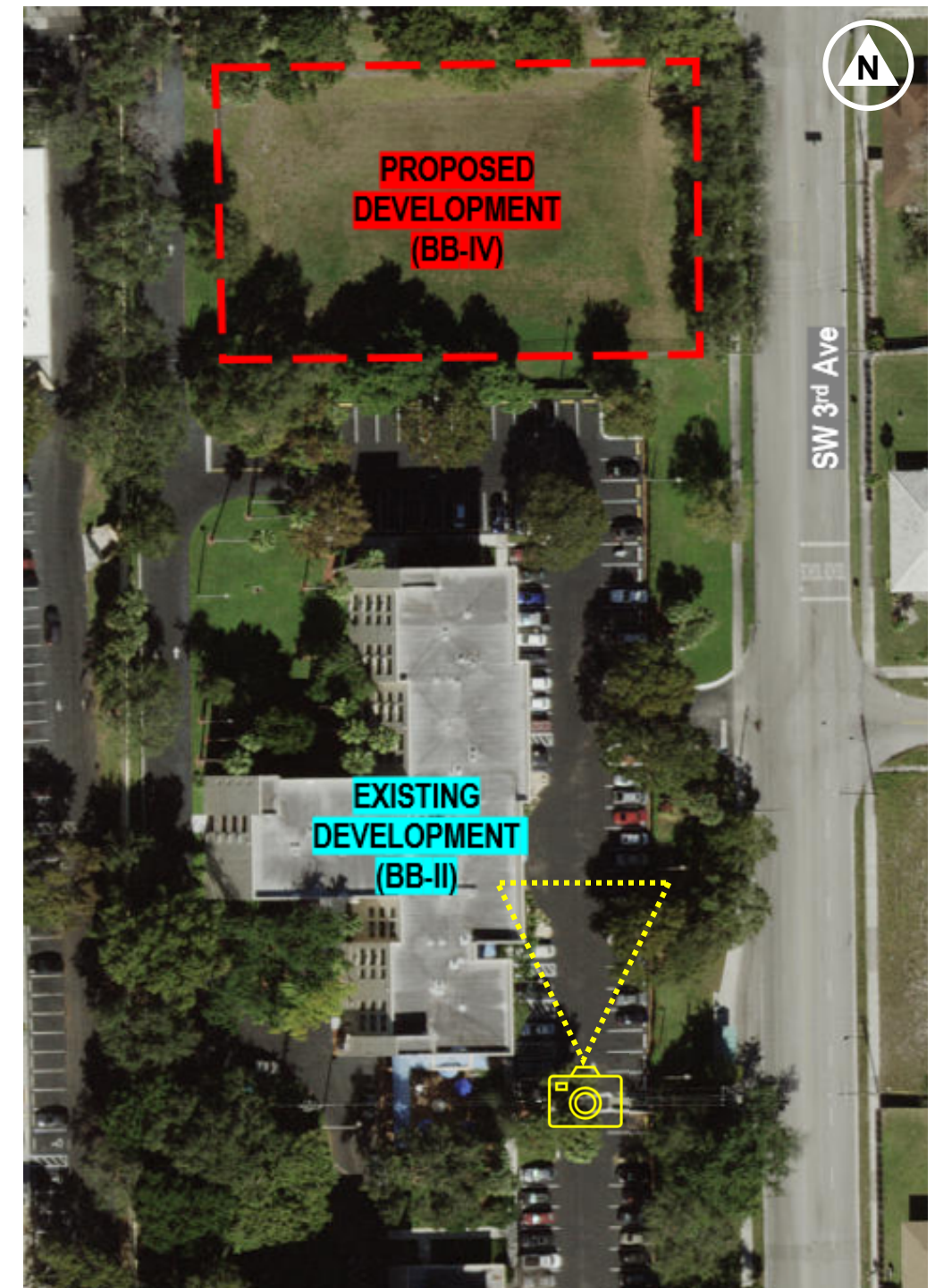


Picture Location

EXISTING CONDITIONS



North View

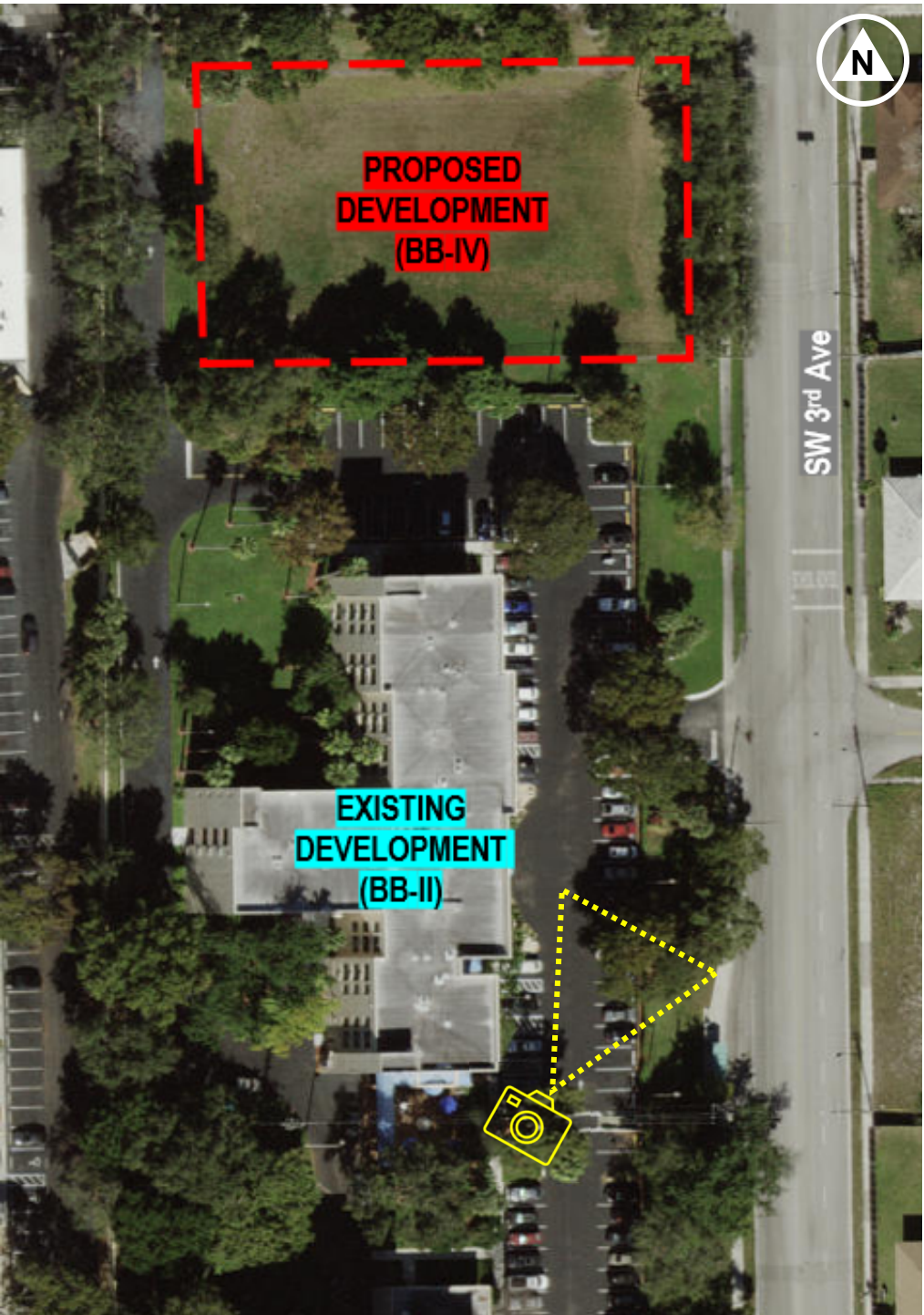


Picture Location

EXISTING CONDITIONS



North-East View

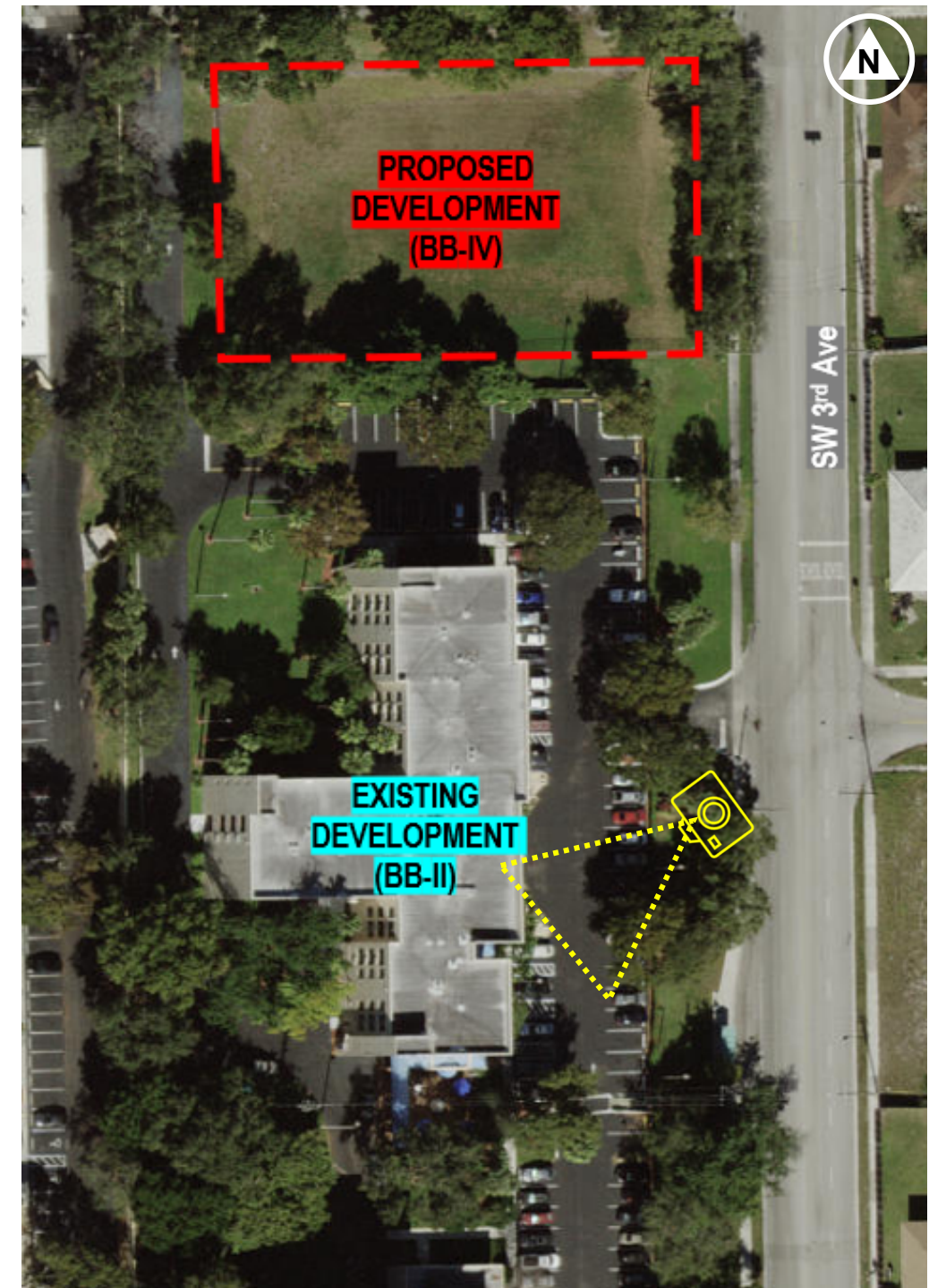


Picture Location

EXISTING CONDITIONS



South-West View

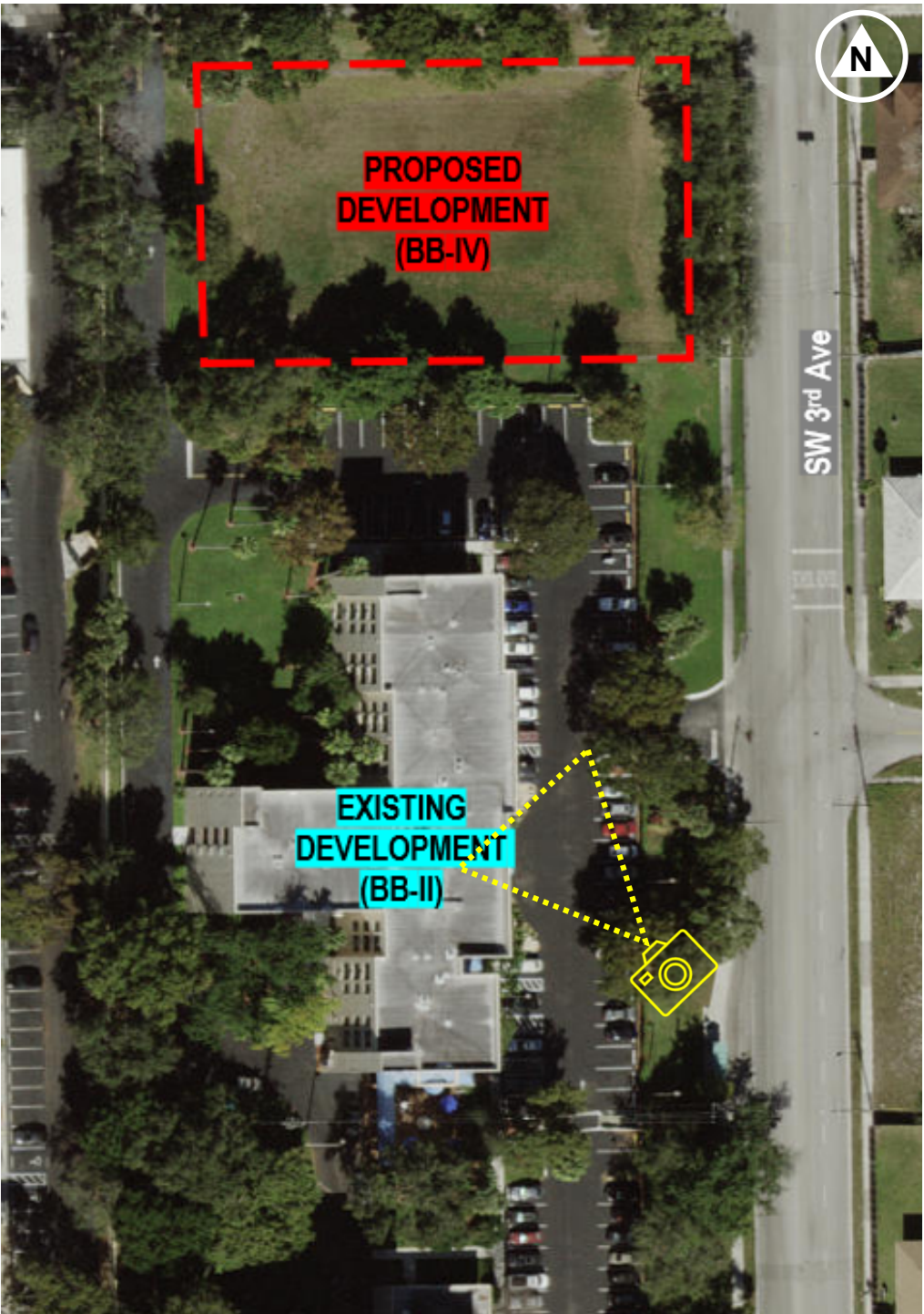


Picture Location

EXISTING CONDITIONS



North-West View – Main Entrance

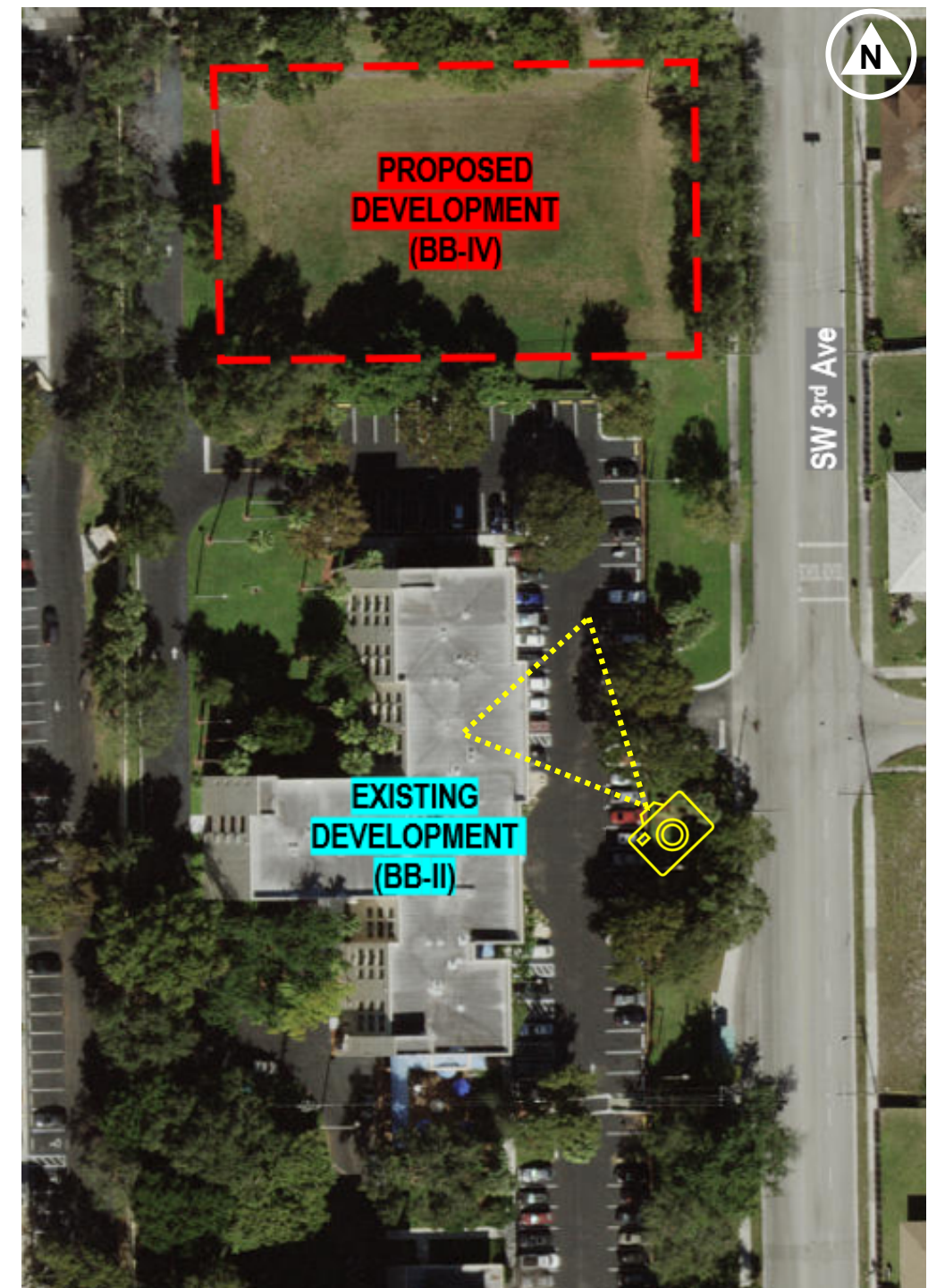


Picture Location

EXISTING CONDITIONS



North-West View

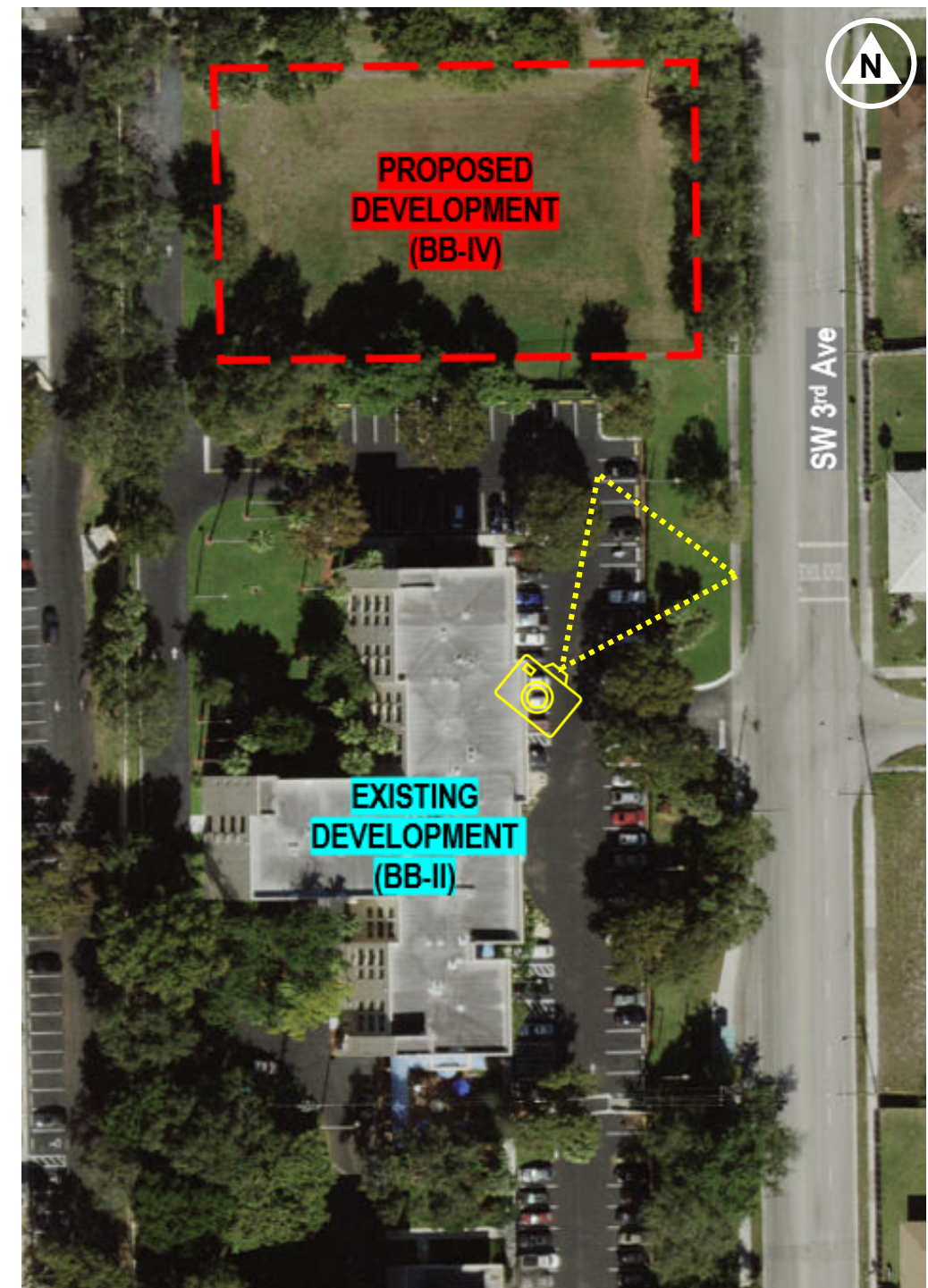


Picture Location

EXISTING CONDITIONS



North-East View

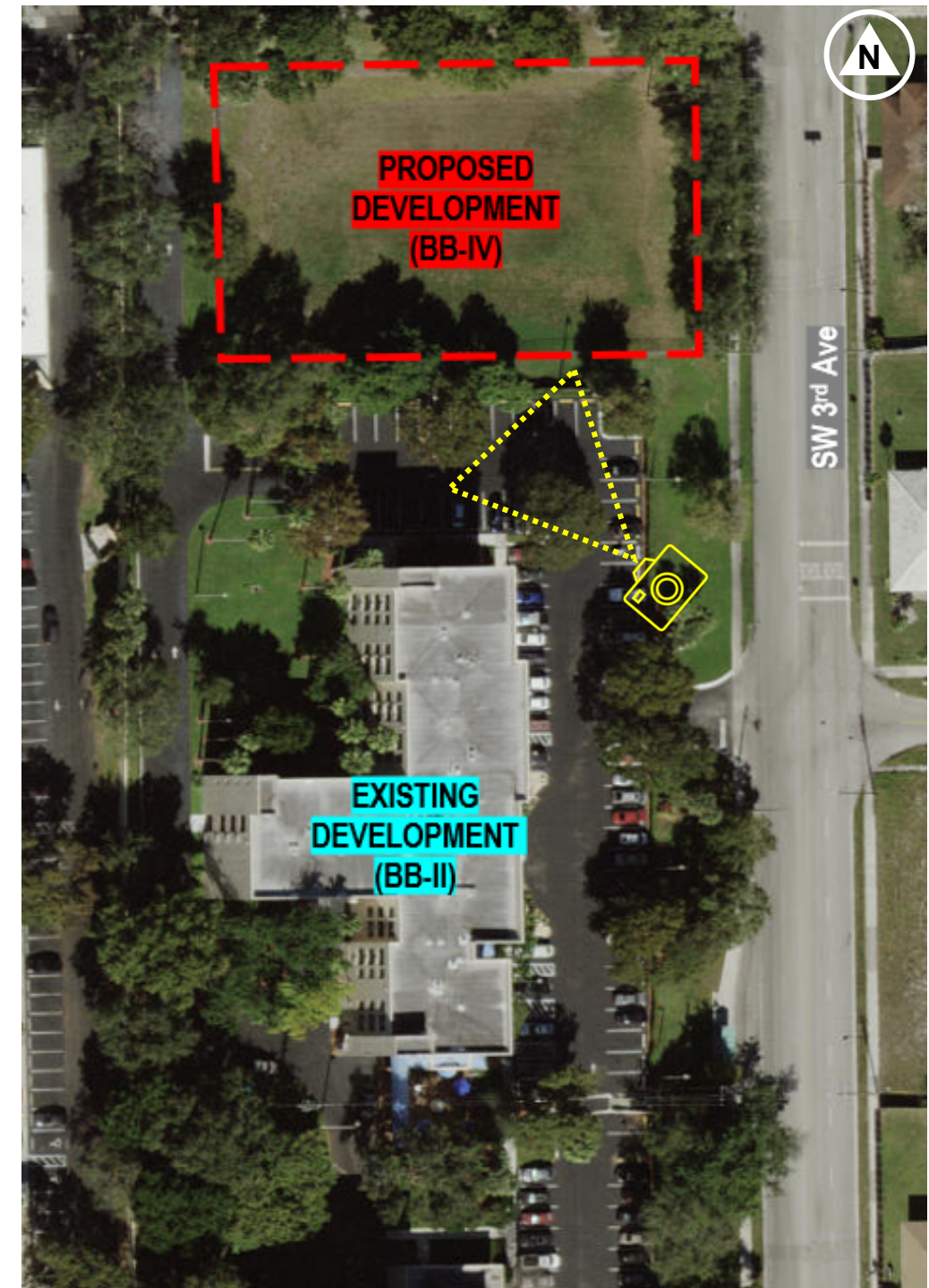


Picture Location

EXISTING CONDITIONS



North-West View

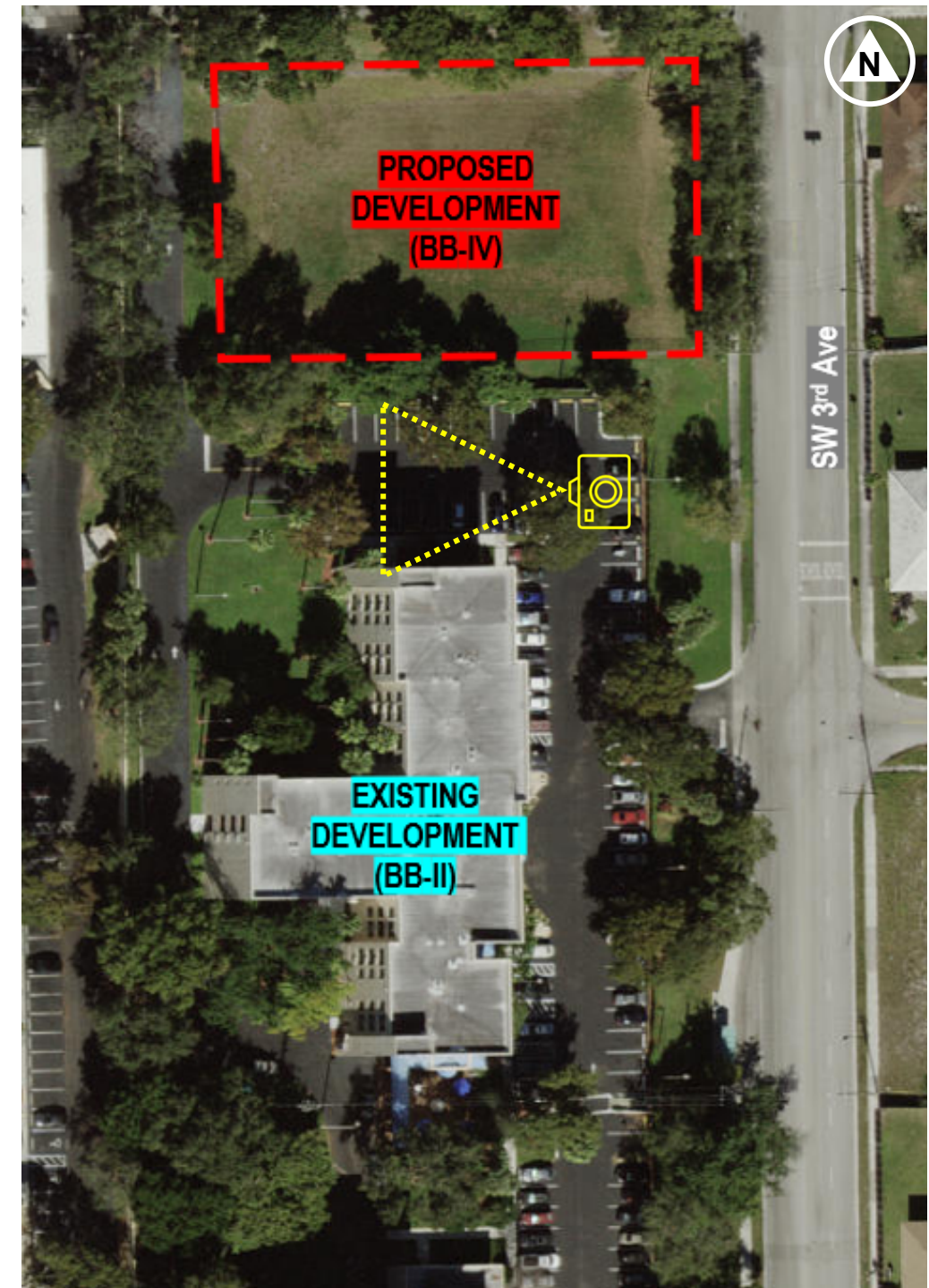


Picture Location

EXISTING CONDITIONS



West View

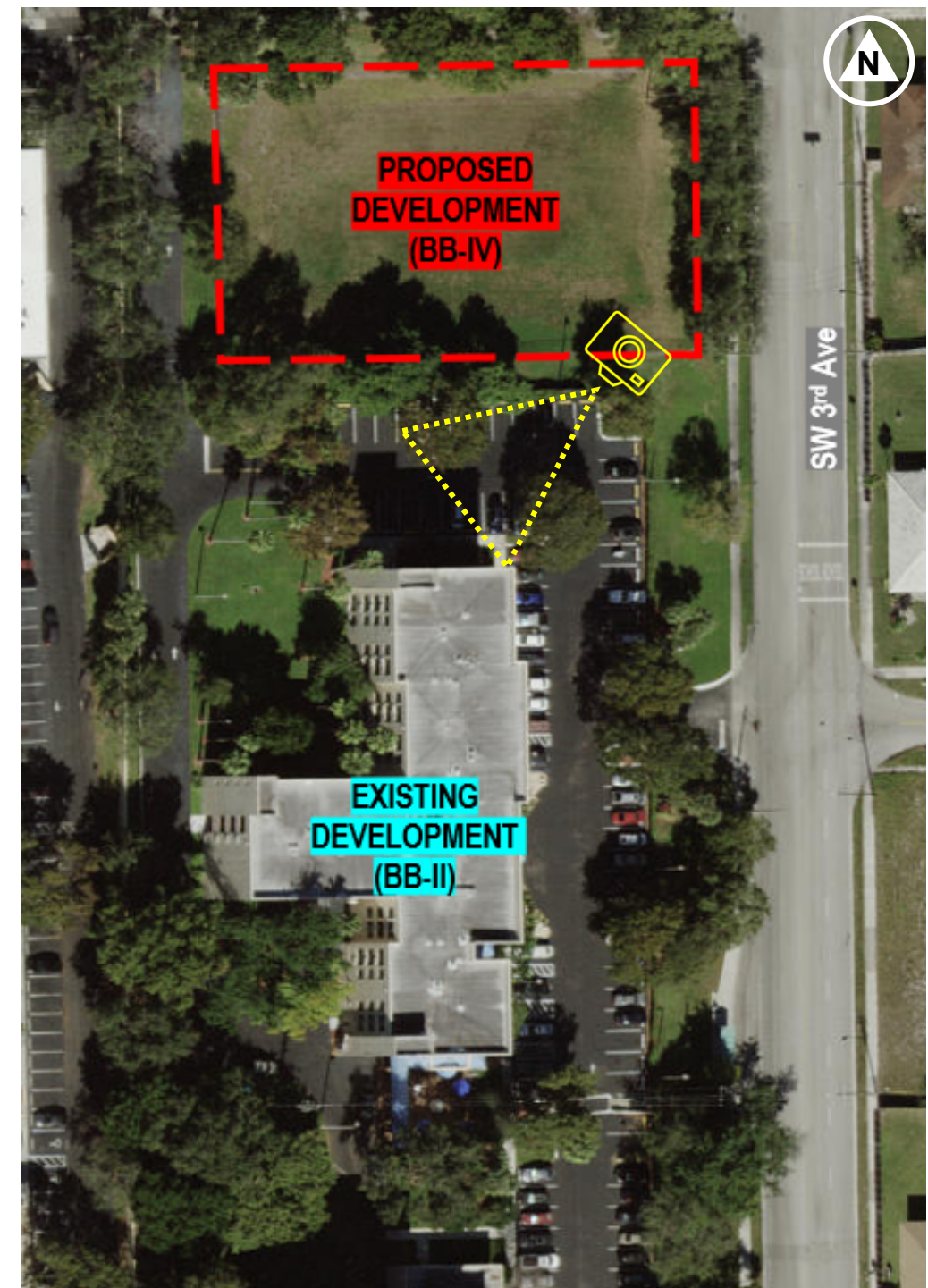


Picture Location

EXISTING CONDITIONS



West View

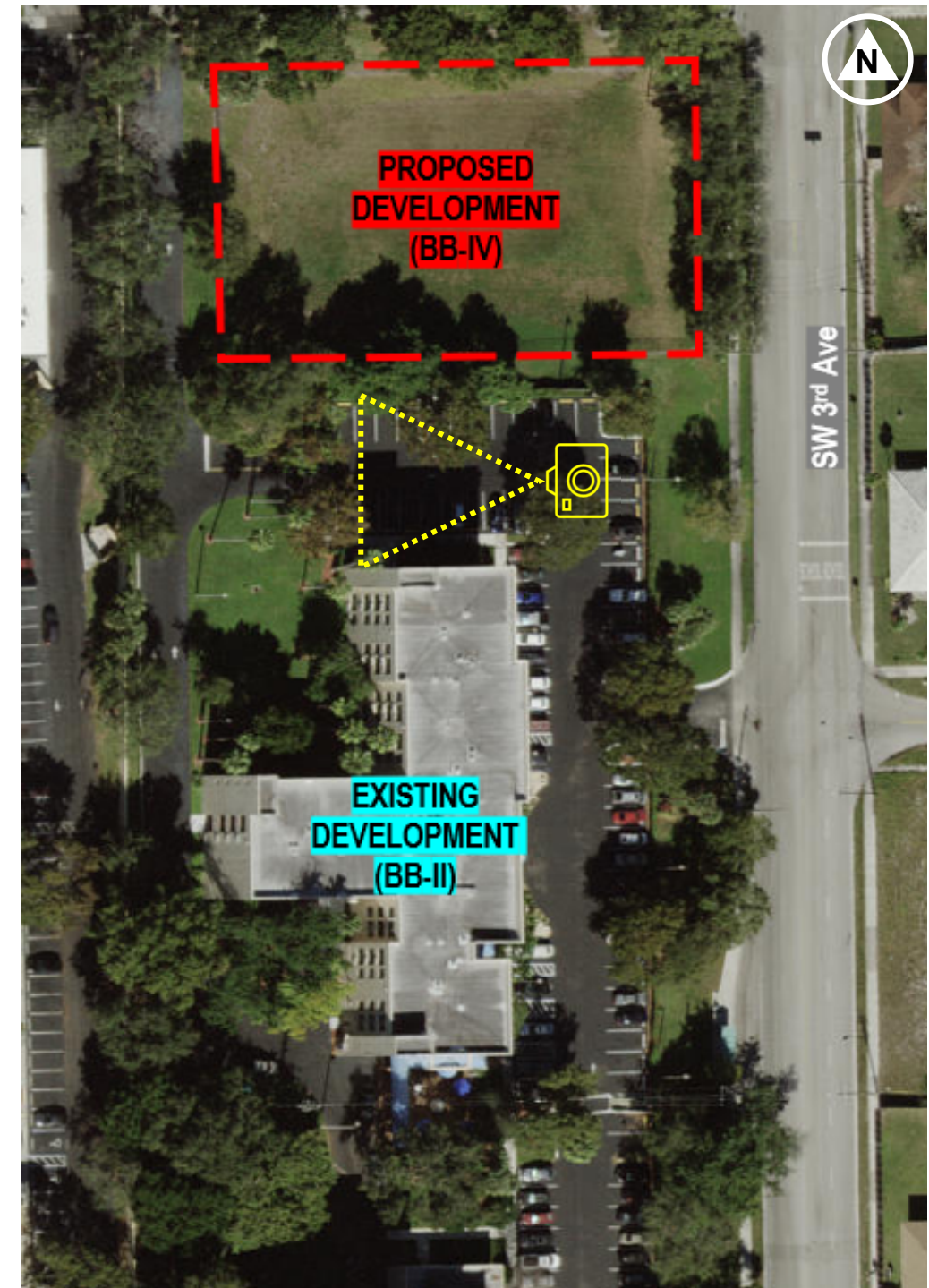


Picture Location

EXISTING CONDITIONS



West View

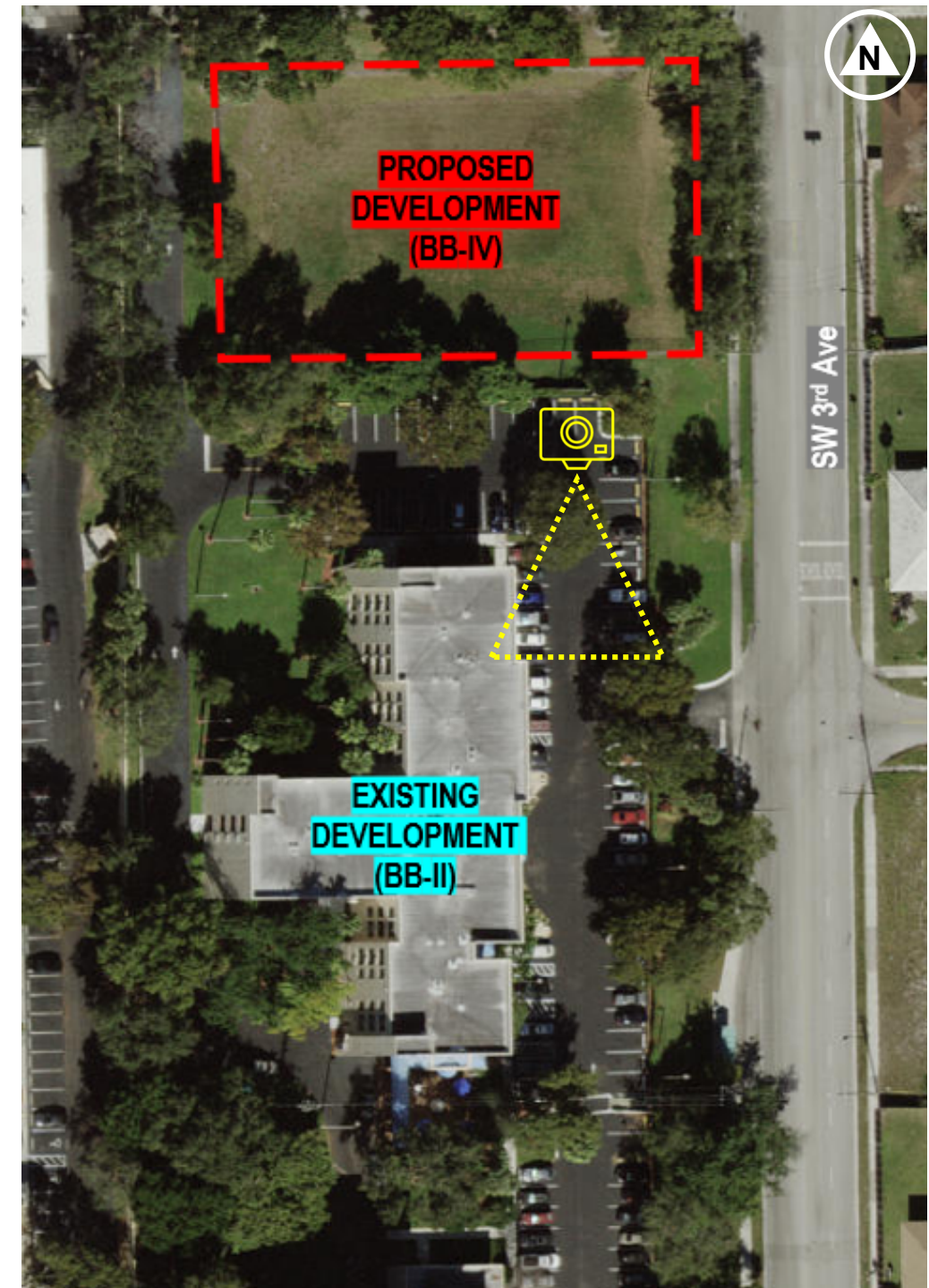


Picture Location

EXISTING CONDITIONS



South View

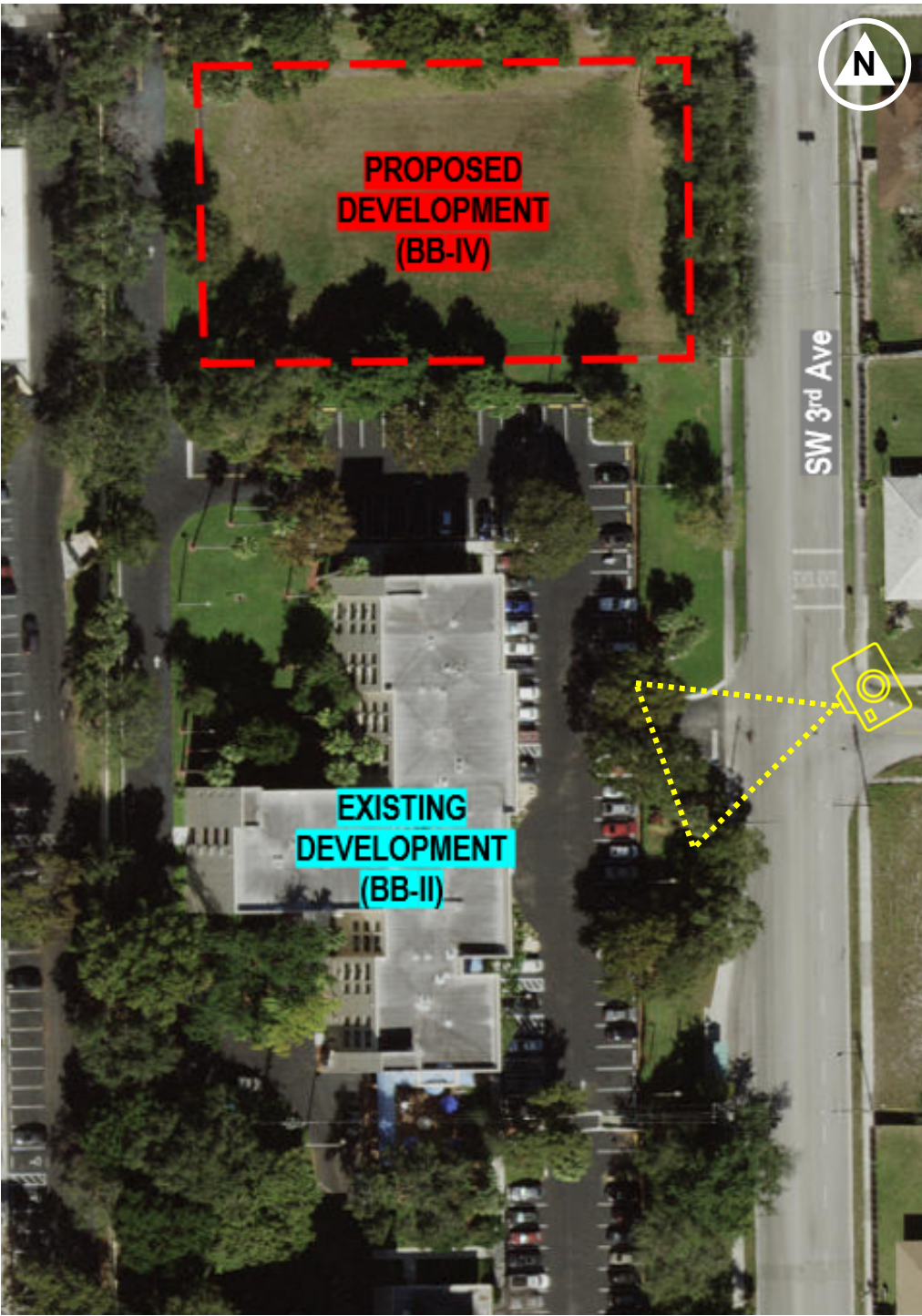


Picture Location

EXISTING CONDITIONS



South-West View

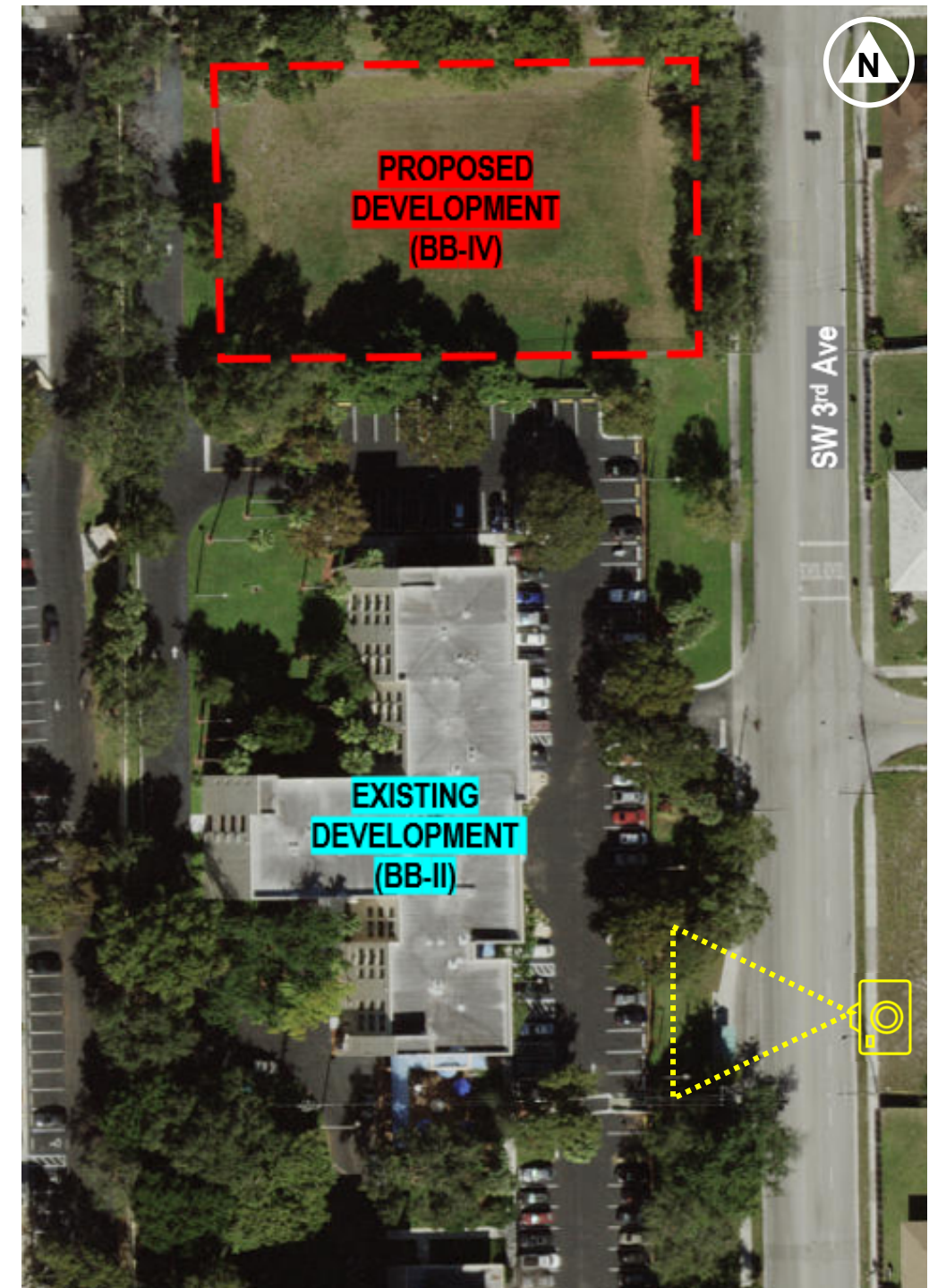


Picture Location

EXISTING CONDITIONS



West View



Picture Location

APPENDIX C

ITE PARKING GENERATION

Land Use: 252 Senior Adult Housing—Attached

Description

Senior adult housing consists of attached independent living developments, including retirement communities, age-restricted housing, and active adult communities. This type of housing for active senior adults can take the form of bungalows, townhouses, and apartments. These developments may include limited social or recreational services. They generally lack centralized dining and on-site medical facilities. Residents in these communities live independently, are typically active (requiring little to no medical supervision) and may or may not be retired. Congregate care facility (Land Use 253), assisted living (Land Use 254), and continuing care retirement community (Land Use 255) are related uses.

The minimum age thresholds for the study sites in the database are not known. It would be expected that a development with an age restriction of 55 would include more households with an employed resident than would a development with an age restriction of 65. How this age restriction affects parking demand cannot be determined from the available data.

Additional Data

The average parking supply ratio for the three study sites in a general urban/suburban setting and with parking supply information is 0.9 spaces per dwelling unit.

The sites were surveyed in the 2000s in Pennsylvania.

It is expected that the number of bedrooms and number of residents are likely correlated to the parking demand generated by a residential site. Parking studies of multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex). Future parking studies should also indicate the number of levels contained in the residential building.

Source Number

431

Senior Adult Housing - Attached (252)

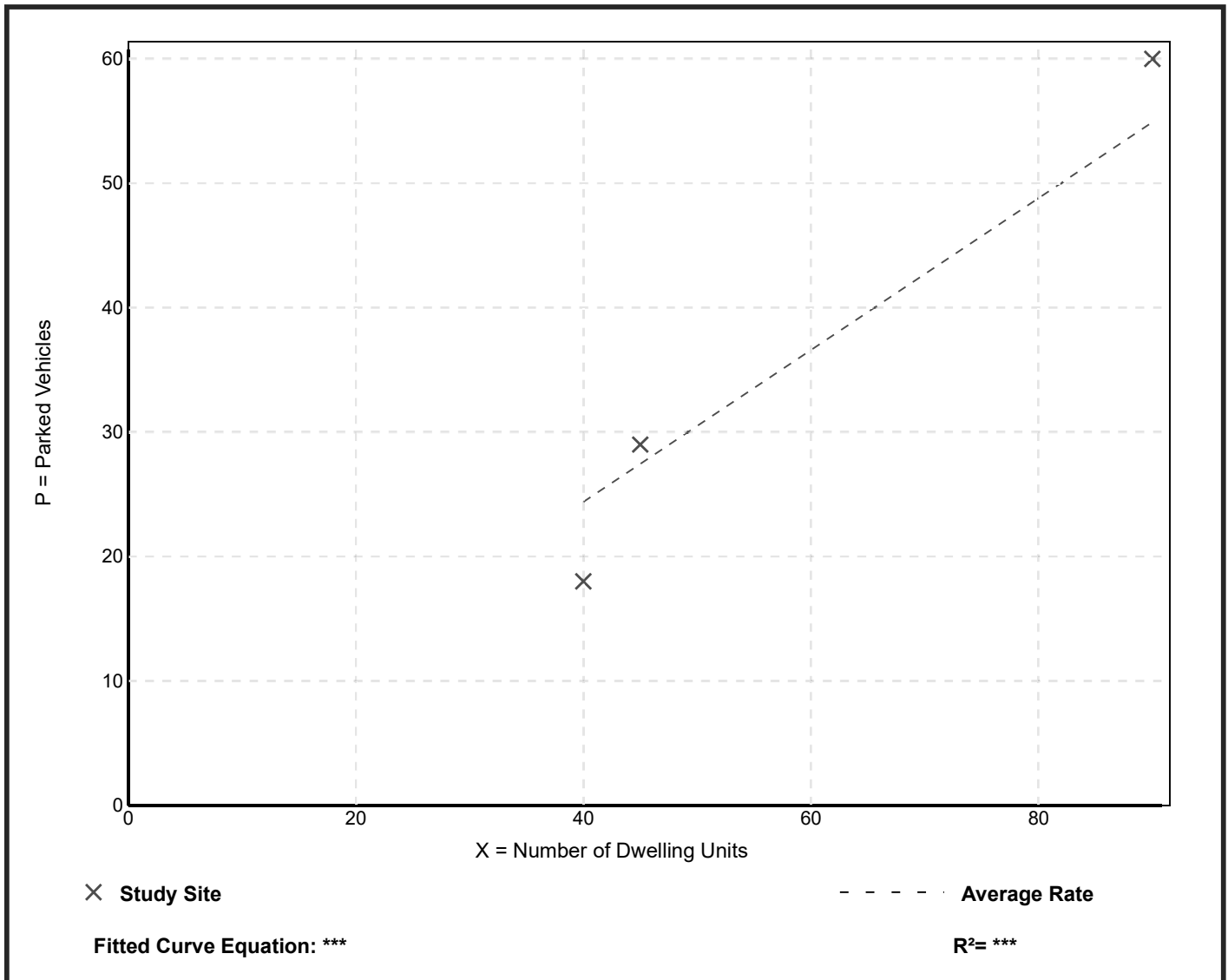
Peak Period Parking Demand vs: Dwelling Units
 On a: Weekday (Monday - Friday)
 Setting/Location: General Urban/Suburban
 Peak Period of Parking Demand: 10:00 p.m. - 8:00 a.m.
 Number of Studies: 3
 Avg. Num. of Dwelling Units: 58

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.61	0.45 - 0.67	0.51 / 0.67	***	0.11 (18%)

Data Plot and Equation

Caution – Small Sample Size



APPENDIX D

CITY OF DEERFIELD BEACH'S PARKING REQUIREMENTS

Sec. 98-93. - Development standards for assisted living facilities and community residential homes.

- (a) *Design standards.* Residential facilities including assisted living facilities and community residential homes shall be governed by section 98-61, schedule of dimensional regulations, for the zoning district within which the property is located.
- (b) *Dispersal.* Facilities governed by F.S. § 419.001, as amended, shall be subject to the separation requirements set forth therein.
- (c) *Density computation.* The density and development restrictions for the zoning district in which the assisted living facility or community residential home is located shall apply to the same extent they do to all other development in the applicable zoning district and as set forth in the Broward County Land Use Plan.
- (d) *Number of persons per sleeping room.* The number of persons per sleeping room shall not exceed two.

- (e) *Parking requirements.* Parking requirements shall be provided as follows:

Assisted living facility	One and one-half spaces per each dwelling unit equivalent or one space per four beds where there are more than two beds per dwelling unit equivalent
--------------------------	--

- (f) *Procedure.* All applicants desiring to establish a community residential home II or assisted living facility within the City of Deerfield Beach shall be required to provide information to the city as follows:
 - (1) Name and address of applicant;
 - (2) Name and address of facility operator/manager;
 - (3) State of Florida licensing office if applicable;
 - (4) Nature of services to be provided on-site;
 - (5) Number of proposed units/beds/assigned residents;
 - (6) Number of staff;
 - (7) If the application is for an assisted living facility, a copy of the applicable license from the agency for health care administration.

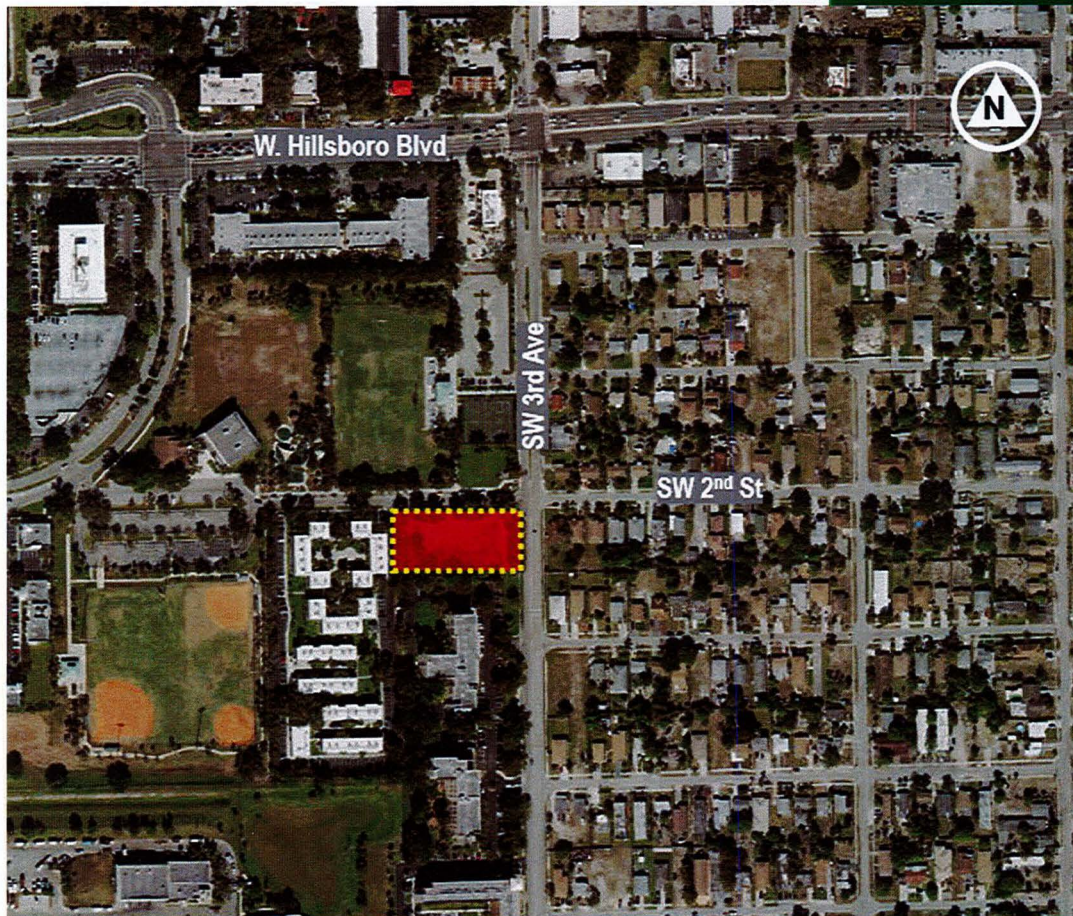
(Ord. No. 2001/014, §§ 1, 2, 6-14-01; Ord. No. 2008/013, § 11, 5-20-08; Ord. No. 2011/043, § 1, 9-20-11; Ord. No. 2012/029, § 3, 7-10-12)

ADDITIONAL REFERENCES

B'NAI B'RITH APARTMENTS IV

255 SW 3rd Avenue
Deerfield Beach, FL 33441

TRIP GENERATION ANALYSIS



Prepared By:



301 East Atlantic Boulevard
Pompano Beach, FL 33060

February 12, 2021

Project No: 10912.00

B'NAI B'RITH APARTMENTS IV

255 SW 3rd Avenue
Deerfield Beach, FL 33441

TRIP GENERATION ANALYSIS

Prepared For:

BREC Development, LLC
3010 Third Avenue South
Birmingham, AL 35233

Prepared By:



301 East Atlantic Boulevard
Pompano Beach, FL 33060

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
PRAMOD CHOUDHARY, PE, PTOE ON THE DATE
ADJACENT TO THE SEAL. PRINTED COPIES OF THIS
DOCUMENT ARE NOT CONSIDERED SIGNED AND
SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY
ELECTRONIC COPIES.

Date: February 12, 2021
Florida License No.: 61641
Firm Name: KEITH
Firm Address: 301 East Atlantic Blvd
City, State, Zip: Pompano Beach, Florida 33060
Pages: 1 through 21

Pramod Choudhary

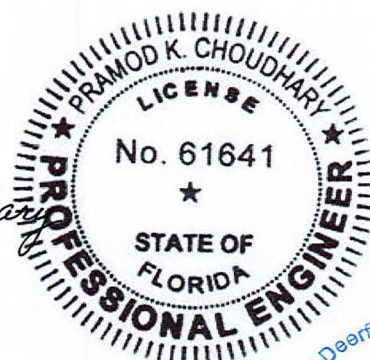


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Table 3: P.M. Peak Hour Trip Generation 5

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INTRODUCTION

KEITH has been retained by BREC Development, LLC to prepare a Trip Generation Analysis for the proposed development located at 255 SW 3rd Avenue in Deerfield Beach, Florida. The developer is proposing to construct a four-story assisted living facility building that will consist of 62 residential units. A copy of the site plan is included in Appendix A. Figure 1 depicts the project location:

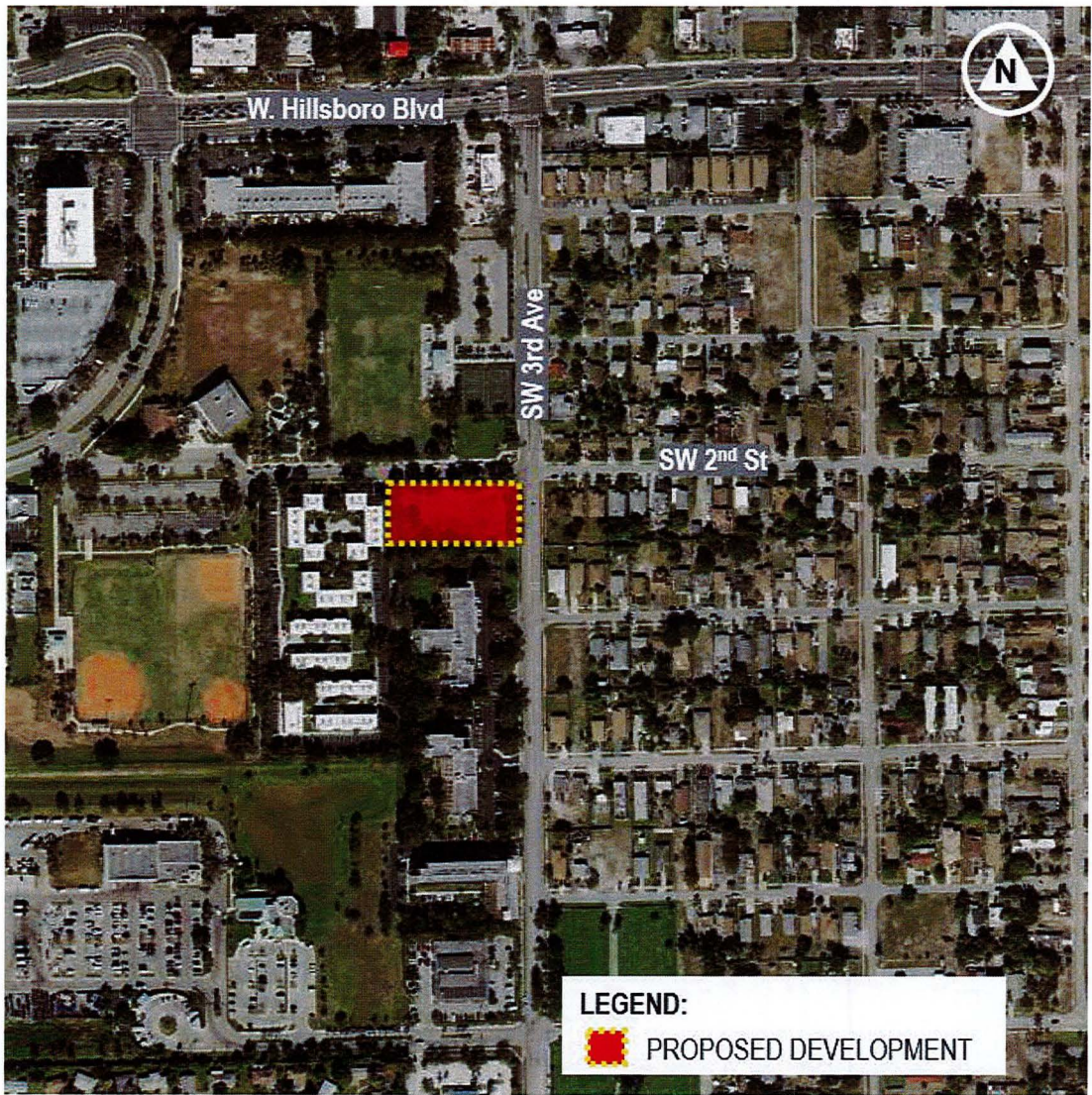


Figure 1 : Project Location

City of Deerfield Beach
FEB 19 2021
Received
Planning & Dev. Svcs.

TRIP GENERATION ANALYSIS

Trip generation for the proposed development was calculated using trip generation rates and equations by the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition. The following ITE Land Use Code (LUC) and equations were used for Daily, A.M. Peak and P.M. Peak Hour periods:

- **LUC 252 – Senior Adult Housing**

Daily: $T = 4.02 (X) - 25.37$ (Directional Distribution: 50% In / 50% Out)

AM Peak Hour: $T = 0.20 (X) - 0.18$ (Directional Distribution: 35% In / 65% Out)

PM Peak Hour: $T = 0.24 (X) + 2.26$ (Directional Distribution: 55% In / 45% Out)

The proposed development is expected to generate a total of 250 Daily trips, 13 A.M. Peak hour trips and 15 P.M. Peak hour trips. The trip generation results are summarized in Tables 1, 2 and 3 for Daily, A.M. Peak Hour and P.M. Peak Hour, respectively. The trip generation worksheets are included in Appendix B.

As per Broward County guidelines, traffic impact studies are needed when:

- When the proposed development may generate over one thousand (1,000) daily trips; or*
- When the daily trip generation is less than one thousand (1,000) trips; and (1) when more than twenty percent (20%) of the total daily trips are anticipated to arrive or depart, or both, within one-half (½) hour; or (2) when the proposed use creates varying trip generation each day, but has the potential to place more than twenty percent (20%) of its maximum twenty-four (24) hour trip generation onto the adjacent transportation system within a one-half (½) hour period;*

A traffic impact study is therefore not required for the proposed development since it is generating approximately 250 daily trips which is below the 1,000 daily trips threshold required for a traffic impact study per Broward County guidelines. The peak hour trip generation is less than 20% of the total daily trips. Therefore, a traffic impact statement shall be submitted to the City documenting the trip generation.

In addition, the City of Deerfield Beach's Land Development Code Section 98-17, states that a traffic study is required for developments generating over 500 trips per day. The proposed development is expected to generate less than the City's threshold. Therefore, a traffic impact study will not be required.

Sec. 98-17. - Development permit requirements.

The City of Deerfield Beach shall approve no plat, site plan, or building permit until it has made the following determinations:

(2) Adequacy of local transportation network. Local street shall have adequate capacity, safe and efficient traffic circulation and appropriate functional classification to serve the proposed development. Adequate capacity and safe and efficient traffic circulation shall be determined by using existing and site specific traffic studies, the city's comprehensive plan, and accepted applicable traffic engineering standards. Site-specific traffic studies may be required to be made and paid for by the applicant when the city determines such a study is required in order to evaluate the impact or the proposed development on proposed or existing roadways as provided for herein, except that no such study shall be required where the development is for one single-family home or one duplex. A site specific traffic study showing the impact upon the local transportation shall be automatically required for any development generating in excess of 500 trips per day.



Table 1: Daily Trip Generation

Land Use	ITE Code	Intensity		Trip Generation Rate	Directional Distribution		Total Calculated Trips		
		Quantity	Units		% Entering	% Exiting	Entry	Exit	Total
Existing Development									
Senior Adult Housing	252	83	Dwelling Units	T = 4.02 (X) - 25.37	50%	50%	154	154	308
Proposed Development									
Senior Adult Housing*	252	145	Dwelling Units	T = 4.02 (X) - 25.37	50%	50%	279	279	558
Net Trips							125	125	250

Table 2: A.M. Peak Hour Trip Generation

Land Use	ITE Code	Intensity		Trip Generation Rate	Directional Distribution		Total Calculated Trips		
		Quantity	Units		% Entering	% Exiting	Entry	Exit	Total
Existing Development									
Senior Adult Housing	252	83	Dwelling Units	T = 0.20 (X) - 0.18	35%	65%	5	11	16
Proposed Development									
Senior Adult Housing*	252	145	Dwelling Units	T = 0.20 (X) - 0.18	35%	65%	10	19	29
Net Trips							5	8	13

Table 3: P.M. Peak Hour Trip Generation

Land Use	ITE Code	Intensity		Trip Generation Rate	Directional Distribution		Total Calculated Trips		
		Quantity	Units		% Entering	% Exiting	Entry	Exit	Total
Existing Development									
Senior Adult Housing	252	83	Dwelling Units	T = 0.24 (X) + 2.26	55%	45%	12	10	22
Proposed Development									
Senior Adult Housing*	252	145	Dwelling Units	T = 0.24 (X) + 2.26	55%	45%	20	17	37
						Net Trips	8	7	15

Source: Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition

* Total number of dwelling units = 145 (including 83 existing dwelling units and 62 proposed dwelling units)



APPENDIX A

SITE PLAN

APPENDIX B

TRIP GENERATION

Senior Adult Housing - Attached (252)

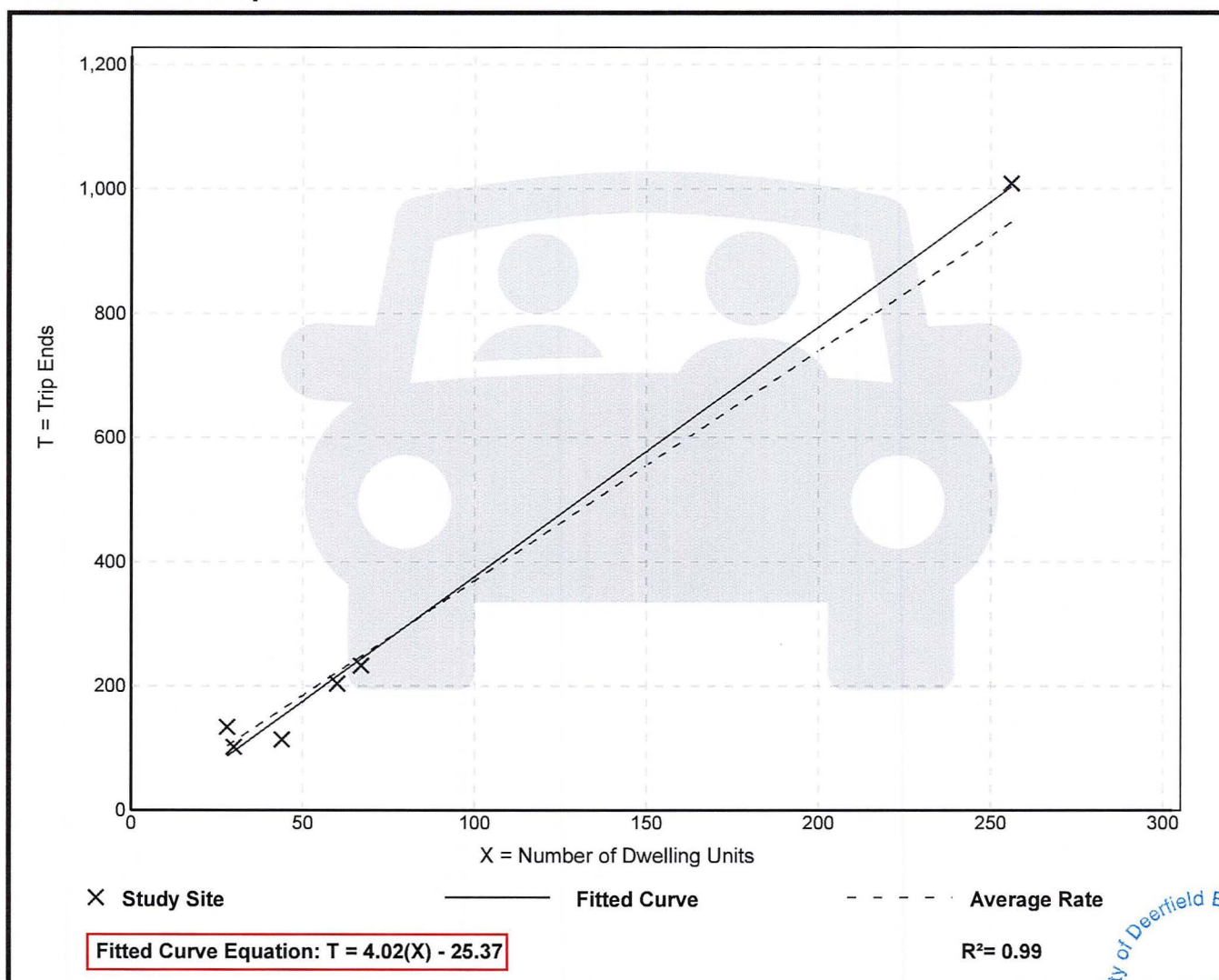
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 6
Avg. Num. of Dwelling Units: 81
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
3.70	2.59 - 4.79	0.53

Data Plot and Equation



Senior Adult Housing - Attached (252)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 11

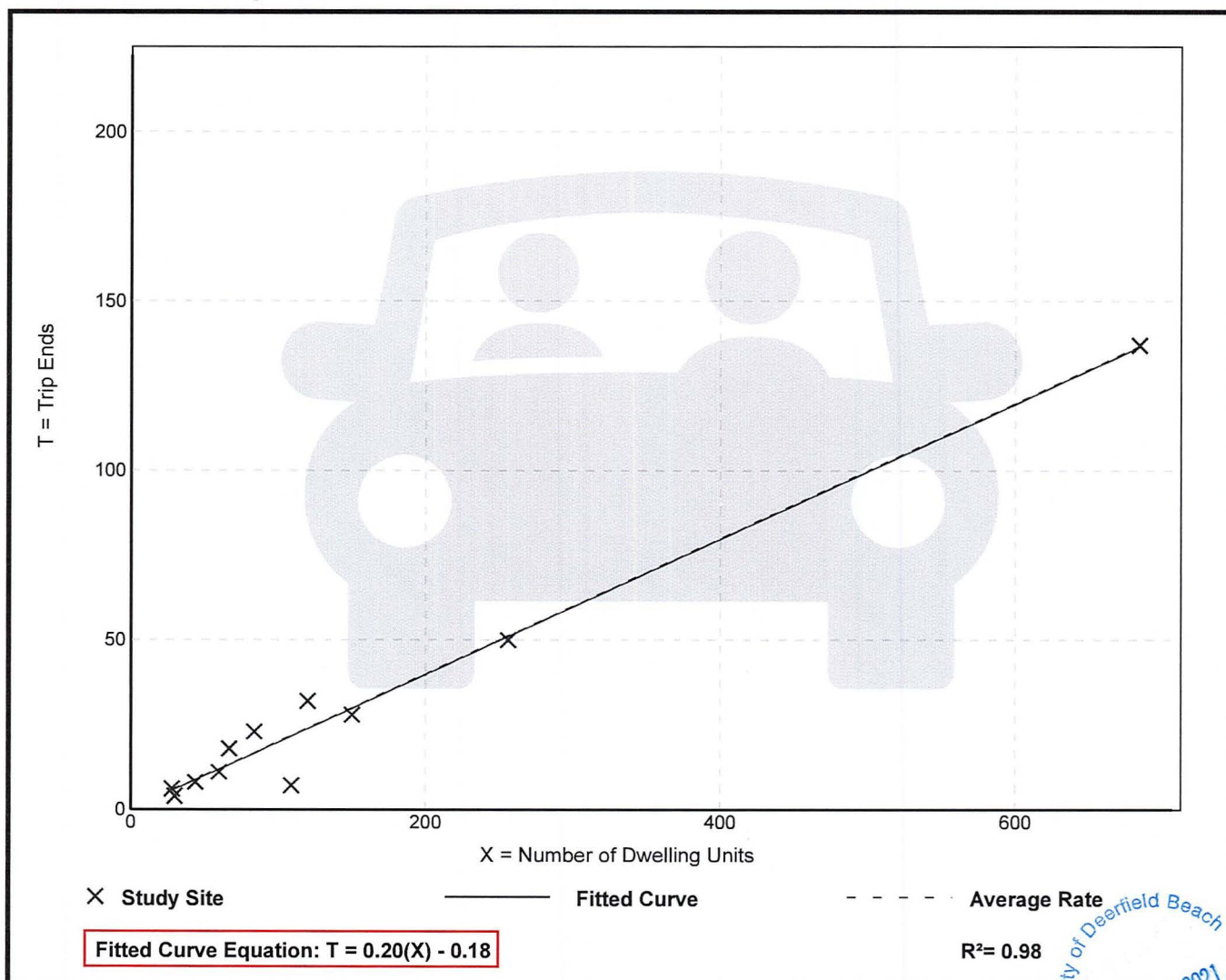
Avg. Num. of Dwelling Units: 148

Directional Distribution: 35% entering, 65% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.20	0.06 - 0.27	0.05

Data Plot and Equation



Senior Adult Housing - Attached (252)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 11

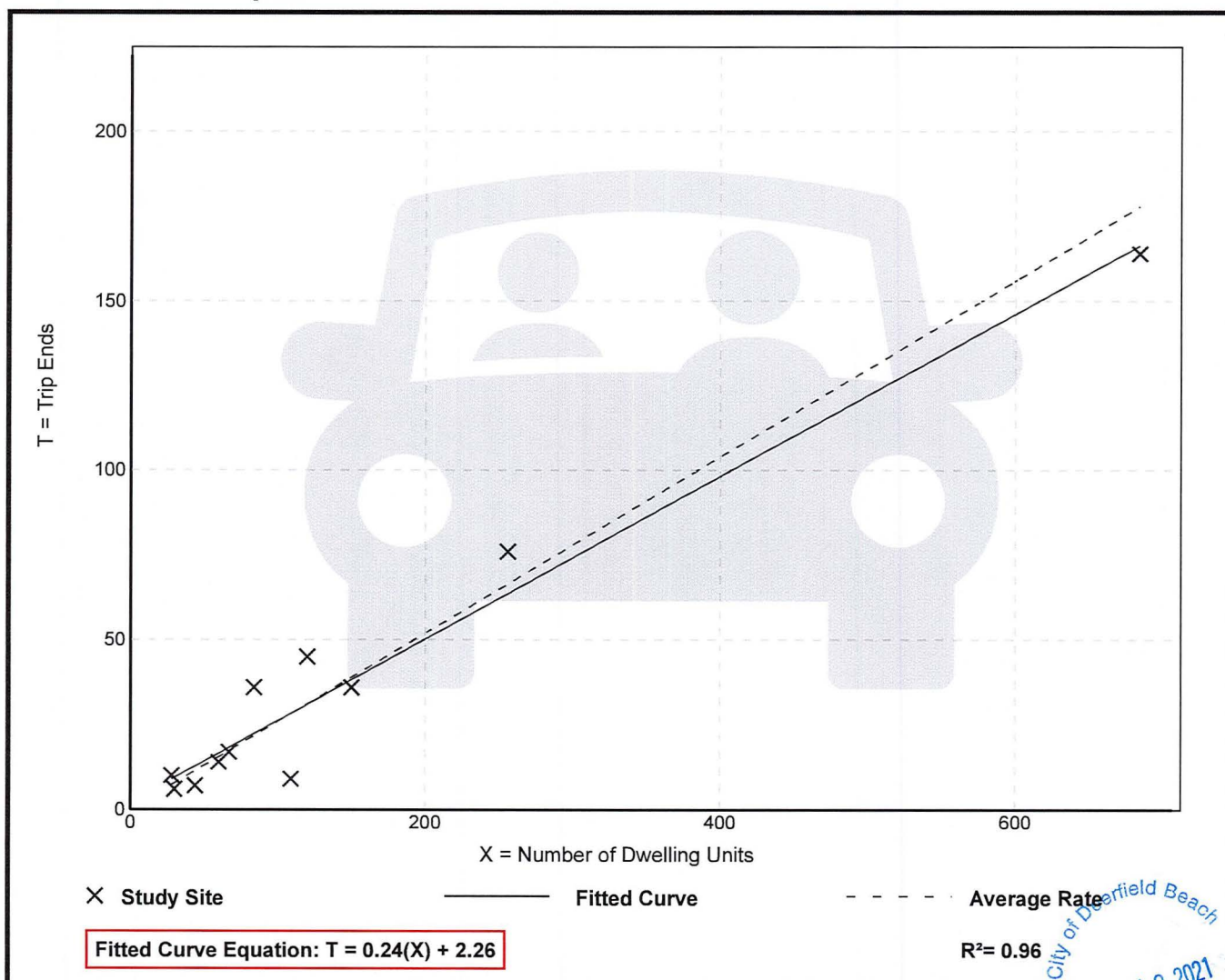
Avg. Num. of Dwelling Units: 148

Directional Distribution: 55% entering, 45% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.26	0.08 - 0.43	0.08

Data Plot and Equation



APPENDIX C

CITY OF DEERFIELD BEACH
(LAND DEVELOPMENT CODE SEC. 98-17)

https://library.municode.com/fl/deerfield_beach/codes/land_development_code?nodeId=SPBLADECO_CH98LADERE_ARTIIDEBELADECO_S98-17DEPERE

Sec. 98-17. - Development permit requirements.

The City of Deerfield Beach shall approve no plat, site plan, or building permit until it has made the following determinations:

- (1) *Reserved.*
- (2) *Adequacy of local transportation network.* Local street shall have adequate capacity, safe and efficient traffic circulation and appropriate functional classification to serve the proposed development. Adequate capacity and safe and efficient traffic circulation shall be determined by using existing and site specific traffic studies, the city's comprehensive plan, and accepted applicable traffic engineering standards. Site-specific traffic studies may be required to be made and paid for by the applicant when the city determines such a study is required in order to evaluate the impact or the proposed development on proposed or existing roadways as provided for herein, except that no such study shall be required where the development is for one single-family home or one duplex. A site specific traffic study showing the impact upon the local transportation shall be automatically required for any development generating in excess of 500 trips per day. To determine if this requirement is triggered the city may request any applicant to submit a trip generation calculation from a certified traffic engineer. The city may secure an independent traffic consultant to review any study submitted with said cost paid by the applicant. Any street improvements needed to assure that local streets operate at their designed capacity shall be made in accordance with the City of Deerfield Beach engineering standards and other applicable engineering and traffic standards. Traffic impacts on residential neighborhoods shall be fully mitigated. The level of service standards as provided for in Level of Service Table, (where none are provided the level of service shall be D) shall be used to determine whether the local traffic network is adequate to serve the proposed development. In any case in which it is determined that the local transportation network is not adequate, no development permit shall be issued unless the applicant can demonstrate that one of the following conditions exist:
 - a. The applicant has entered into a binding agreement with the City of Deerfield Beach to undertake such measures as are deemed necessary by the City Commission of the City of Deerfield Beach to ameliorate any vehicular trips placed on the local transportation network which are in excess of the level of service standards set forth in the Level of Service Table.
 - b. The necessary improvements to provide for the established level of service are under construction at the time the permit is issued.
 - c. The necessary improvements to provide the level of service established are the subject of an executed contract with a road contractor for the immediate construction of the necessary facility.
 - d. The necessary improvements for the established level of service have been included in Broward County, Florida Department of Transportation, or a municipal capital improvement program at the time the development permit is issued and although the facilities are not yet the subject of a binding contract for construction, the city commission has made a determination that a binding contract for construction of the improvement will be executed within two years.
 - e. The necessary improvements for the established level of service are provided for in an enforceable development agreement and will be available prior to certificates of occupancy that require those facilities.
 - f. The development is authorized by an approved DRI order.



- g. The proposed development is found to have vested rights with regard to any affected road segments by virtue of past use of the premises or prior transportation related improvements related to the parcel subject to development or by virtue of common law.
 - h. The proposed development is one single-family or a duplex dwelling on a lot or parcel of record prior to November 16, 1990.
 - i. The property was platted for the proposed development subsequent to 1979.
- (3) *Adequacy of regional road network.* The regional road network shall be adequate to serve the proposed development. The proposed development shall not be deemed to satisfy this requirement unless one of the following conditions exist:
- a. The proposed development is not within and does not create a compact deferral area as determined by Broward County or is not otherwise exempt from regional road concurrency.
 - b. The applicant has entered into a binding agreement with the City of Deerfield Beach to undertake such measures as are deemed necessary by the City Commission of the City of Deerfield Beach to ameliorate any trips placed on the regional transportation network which are in excess of the level of service standards set forth in the Level of Service Table attached.
 - c. The necessary improvements to provide for the established level of service are under construction at the time the permit is issued.
 - d. The necessary improvements to provide the level of service established are the subject of an executed contract with a road contractor for the immediate construction of the necessary facility.
 - e. The necessary improvements for the established level of service have been included in Broward County, Florida Department of Transportation, or a municipal capital improvement program at the time the development permit is issued and although the facilities are not yet the subject of a binding contract for construction, the city commission has made a determination that a binding contract for construction of the improvement will be executed within two years.
 - f. The necessary improvements for the established level of service are provided for in an enforceable development agreement and will be available prior to certificates of occupancy that require those facilities.
 - g. The development is authorized by an approved DRI order.
 - h. The proposed development is found to have vested rights with regard to any affected road segments by virtue of past use of the premises or prior transportation related improvements related to the parcel subject to development or by virtue of common law.
 - i. The proposed development is one single-family or a duplex dwelling on a lot or parcel of record prior to November 16, 1990.
 - j. The property was platted for the proposed development subsequent to 1979.
 - k. The applicant demonstrates that the development is designed or is of such a nature that any additional transportation impacts are mitigated. The city commission shall determine whether such design features or the nature of the development successfully mitigate the additional traffic impact.
- (4) *Stormwater management.*
- a. All developments shall be designed so as to provide adequate areas and easements for the construction and maintenance of a water management system to serve the proposed development and adjacent rights-of-way in a manner which conforms to sound engineering standards and principals.



- b. All development orders shall require that the applicant for a building permit demonstrate, prior to the issuance of a building permit, that adequate storm water facilities and systems shall be provided so that the removal of storm water will not adversely affect adjacent streets and properties or the public storm water facilities and systems in accordance with the South Florida Building Code, South Florida Water Management District, the City of Deerfield Beach Engineering Standards, and the City of Deerfield Beach Comprehensive Plan. To the maximum extent possible, natural systems shall be used to accommodate storm water. No systems shall channel or direct surface water into a sanitary sewer. All new development shall provide detailed construction plans which include drainage facilities and identify all areas of recharge.
 - c. The standards contained on the attached Level of Service Table shall be met and the development shall manage runoff from the three-day twenty-five year storm.
 - d. The requirements of Ordinance 1987/32 as amended shall be met. These requirements shall be made a part of this article by reference.
- (5) *Potable water.* Adequate potable water shall be provided for the needs of the proposed development consistent with this Code and the City of Deerfield Beach Comprehensive Plan. The level of service standards for potable water as described on the Level of Service Table shall be met. The proposed development shall be designed to provide adequate areas and easements which may be needed for the installation and maintenance of potable water systems in accordance with City of Deerfield Beach Engineering Standards, the South Florida Building Code, and applicable health and environmental regulations. The existing water treatment facilities and systems shall have sufficient capacity to provide for the needs of the proposed development and for other developments in the service area which are occupied, available for occupancy, for which building permits are in effect, or for which potable water treatment capacity has been reserved. Appropriate connection fees shall be paid by the applicant. Improvements to the potable water service and systems shall be made in accordance with City of Deerfield Engineering Standards and other applicable engineering standards. The provisions of the Wellfield Protection Ordinance of Broward County and all Broward County Department of Natural Resource Protection regulations shall be applicable. No permits shall be issued in violation of those regulations.
- (6) *Wastewater.* Adequate waste water services shall be provided for the needs of the proposed development consistent with this Code in the Comprehensive Plan. The level of service standards and the attached Level of Service Table shall be applicable and shall be met. The proposed development shall be designed to provide adequate areas and easements which may be needed for the installation and maintenance of a waste water and disposal system in accordance with applicable health, environmental and engineering regulations and standards. The standards of the Broward County Department of Natural Resource Protection Board shall be applicable and shall be met. The existing waste water collection and treatment facilities and systems shall have adequate capacity to provide for the needs of the proposed development and for other developments in the service area which are occupied, available for occupancy, for which building permits are in effect, or for which waste water treatment or disposal has been reserved. Appropriate connection fees for water and sewer and facilities shall be paid by the developer. Improvements to the waste water facilities and systems shall be made in accordance with the City of Deerfield Beach Engineering Standards and other applicable engineering standards and the provisions of this Code.
- (7) *Solid waste.* Adequate solid waste collection facilities and services shall be obtained by the applicant through the department of sustainable management.
- (8) *Fire and fire rescue protection.* Fire and fire rescue protection services shall be adequate to protect people and property in the proposed development. Adequate water supply, fire hydrants, fire apparatus and facilities shall be provided in accordance with the Florida Fire Prevention Code and other acceptable applicable fire and safety standards. Fire lanes shall be provided to facilitate access for firefighting equipment in accordance with section 86-1 of this Code. The



development shall provide improvements to minimize the risk to public safety and assure adequate fire/rescue protection.

- (9) *Police protection.* Police protection services shall be adequate to protect people and property in the proposed development. The development shall provide improvements to minimize the risk to public safety and assure adequate police protection.
- (10) *Communications network.* Building and structures shall not interfere with the City of Deerfield Beach and Broward County public safety communication network. Development shall be modified to accommodate the needs of the City of Deerfield Beach and Broward County public safety communication network.
- (11) *Protection of air navigation.* No development shall include a structure, or alteration thereof, that is subject to the notice requirements of Federal Aviation Regulations (FAR) Part 77, Subpart B, unless the Federal Aviation Administration issues, or has issued within the previous 90 days, a written acknowledgement that said structure or alteration would not constitute a hazard to air navigation and does not require increases to minimum instrument flight altitudes within a terminal area, increases to minimum obstruction clearance altitudes, or other operational modifications at any existing airport or heliport or any planned or proposed airport as described in FAR Part 77.21(C)(2).
- (12) *Adequacy of local parks and recreation facilities.* Land suitable for residential development pursuant to the applicable land development regulations shall be designed to provide for the park, open space and recreational needs of the future residents of the developed area.
 - a. Approval of a development permit for a residential development shall require a finding at the time the development permit is issued that local park acreage equal to three acres of local park per 1,000 residents is available to the development.
 - b. In order to provide lands or funds or both to be used to provide additional local parks necessary to meet the need for such local level parks created by additional residential development, and to provide the funds needed to develop such lands as parks, a developer must provide for such needs according to one of the following methods as determined by the city commission to most adequately provide for the needs of the particular area:
 1. Dedicate land of suitable size, dimension, topography and general character to serve as local parks or a substantial portion thereof, which will meet local level park needs created by the development. The total amount of land to be dedicated either on or off the development site must equal a ratio of at least three acres of land for every 1,000 potential residents estimated to occupy the development under the formula as provided herein.

$$\text{Population}^* / 1000 \times 3 \text{ Acres} = \text{Acres Dedication}$$

* Population = Total Acres × Dwelling Units/Gross Acres × Persons/Unit

Density of Dwelling Units per Gross Acre of Residential Land Area	Estimated Number of Persons per Dwelling Unit
From 0 up to 1	3.3
From 1 up to 5	3.0



From 5 up to 10	2.5
From 10 up to 16	2.0
From 16 up to 25	1.8
Over 25 up to 50	1.5

2. Deposit in the recreation and open space impact fee trust fund, established and maintained by the city, the recreation and open space impact fee set forth in section 98-17.1 of this Code.
 3. Construct park capital improvements. The developer shall submit acceptable engineering drawings and specifications, and construction cost estimates to designated city staff. City staff shall, within a reasonable period of time, determine credit against impact fees for the construction of the improvements based upon either these cost estimates or upon alternative engineering criteria and construction cost estimates if the city determines that such estimates submitted by the applicant are either unreliable or inaccurate. All improvements required from the developer as a condition of approval for a development permit shall be installed and completed prior to the issuance of any certificate of occupancy. In the event that any improvements required to be made by the developer as a condition of approval for a development permit cannot be installed or completed prior to the issuance of any certificate of occupancy, the city may accept payment or a bond in the amount needed to ensure completion of the required improvements.
- (13) *Platting.* The platting requirements as set forth in the city's adopted comprehensive plan and Broward County Land Use Plan have been met.
- (14) The development permit is consistent in all respects and satisfies the requirements of the Deerfield Beach Comprehensive Plan.
- (15) *Compatibility.*
- a. The proposed development must be compatible (as compatibility is defined within section 98-3) with adjacent and neighboring (within 500 feet) uses and zoning. In addition to the factors set forth herein, the compatibility review shall also include a review of generally accepted Crime Prevention through Environmental Design (CPTED) principals to the extent they may assist in creating a greater degree of security for both the applicant and the surrounding area. The city may engage the services of outside experts to assist in the analysis, the cost of which shall be charged to the applicant as part of the city's cost recovery process. Every application for major or minor development approval shall contain a description of how the application complies with the requirements of this section and provides any mitigation measures the applicant deems appropriate for the purpose of meeting the requirements of this subsection.
 - b. The proposed development must be compatible with (as compatibility is defined within section 98-3) and preserve the character and integrity of residential development within 500 feet of the proposed development. For this purpose any approval may include measures to preserve the integrity and peaceful enjoyment of single-family residences and well as the physical security of the residents, with a special focus on the physical security of children under the age 18 who may live in those residences.



- c. The proposed development must be compatible (as compatibility is defined within section 98-3) with public and private schools, day care facilities, playgrounds, parks and other places that cater to children under the age of 18 or places which regularly provide facilities for such children to gather within 500 feet of the proposed use. For this purpose the compatibility finding may include measures to protect the safety and security of children under the age of 18 as set forth below:
1. Where reasonably necessary, the city may require the proposed development or facility to include physical improvements including, but not limited to, walls higher than permitted in the Land Development Code and/or access restrictions. The city may also require security cameras coordinated with the appropriate law enforcement agency, other city security apparatus, or other reasonable security measures including, but not limited to, additional on-site security or background check reporting.
 2. The city may require the submission of an operational plan to mitigate objective significant safety and security concerns created by the proposed development or use. Any accepted plan shall be made a binding part of any development approval.
 3. There shall be a rebuttable presumption that the following uses are not compatible with existing or proposed public or private schools, day care facilities, playgrounds, parks and other places which cater to children under the age of 18 or places which regularly provide facilities for such children to gather within 500 feet of such above uses:
 - i. Retail establishments which sell firearms as defined in F.S. § 790.001, or ammunition for such firearms;
 - ii. A regulated use as that term is used in section 98-102;
 - iii. Pain management clinics.The presumption shall be deemed to be rebutted by submission of an operation plan, acceptable to the city (which acceptance shall be based upon the standards set forth herein) which addresses all compatibility issues as described here. The applicant for any such use shall submit, as part of its application, a mitigation plan which contains a combination of development related features on the site and an operational plan which mitigates any significant risk to the health and safety of the persons and uses sought to be protected.
- d. The proposed development shall include improvements or modifications either on-site or within the public rights-of-way to mitigate adverse impacts, such as traffic, noise, odors, shadow, scale, visual nuisances, or other similar adverse effects to adjacent neighborhoods. These improvements or modifications may include, but shall not be limited to, the placement or orientation of buildings and entryways, parking areas, buffer yards, alteration of building mass, and the addition of landscaping, walls (which may exceed the height provided for in the Land Development Code where necessary to accomplish the purposes set forth herein), or both, to ameliorate such impacts. Any required walls shall be placed so that the side facing residences is decorative in nature. Where commercial uses are directly adjacent to residential uses, measures shall be employed to restrict the ability of patrons of the commercial uses to disturb or intrude upon residential areas from the lot/parcel upon which the commercial use is located. Such measures shall be made part of any approval.
- e. Roadway adjustments, traffic control devices or mechanisms, and access to reduce or eliminate development generated traffic on neighborhood streets may be imposed.
- f. The determination as to compatibility together with any required mitigation improvements or measures shall be made a condition of development approval may be imposed.
- (16) *Required right-of-way dedications.* All developments which contain property designated by the Broward County Trafficways Plan and the delineated by the Broward County Trafficways plan



and the delineated trafficways plan approved by the county commission, pursuant to the Broward County Land Development Code, shall be conveyed to the public by dedication on the face of any plat, or by warranty or easement deed, if the development permit is not a plat or if such instruments are found acceptable by the city attorney for the City of Deerfield Beach.

- (17) *Adequacy of schools.* The city shall not approve an application for a residential plat, replat, plat note amendment, findings of adequacy, or any residential site plan application that generates one or more students, (or is not exempt or vested from the requirements of public school concurrency), until the school board has reported that the school concurrency requirement has been satisfied, and the city has determined that the application is consistent with this Code and the city's Comprehensive Plan.

The city shall verify prior to issuing a building permit for a residential development that either the requirements of public school concurrency have been met or that the application is exempt or vested from public school concurrency.

(Ord. No. 2000/001, § 9, 4-5-00; Ord. No. 2008/030, § 5, 9-16-08; Ord. No. 2011/010, §§ 1—4, 2-11-11; Ord. No. 2013/008, § 3, 3-5-13; Ord. No. 2016/008, § 2, 4-19-16; Ord. No. 2018/031, § 2, 10-16-18)





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1690

Agenda Date: 1/24/2023

Status: CONSENT - BOARD
APPOINTMENT

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, confirming the election results for members to the Board of Trustees of the Municipal Firefighter's Pension Trust Fund; 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

At the request of the Firemen's Pension Board, an election was held in December for two vacancies. The registration period was held from December 7, 2022 - December 21, 2022. Only two applications were received, Stephen Hill and Brian Baker, who were unopposed; therefore, Stephen Hill will be reappointed and Brian Baker, replacing Bruce Young, will be appointed to the Firemen's Pension Trust Fund. The terms will end on January 15, 2025.

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, CONFIRMING THE ELECTION
RESULTS FOR MEMBERS TO THE BOARD OF TRUSTEES OF THE
MUNICIPAL FIREFIGHTERS' PENSION TRUST FUND; PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, in accordance with Section 54-271 of the City Code, the Board of Trustees for the Municipal Firefighters' Pension Trust Fund (the "Board") is comprised of five members: two members are appointed by the City Commission, two members are firefighters who are elected by a majority of firefighter plan participants, and the fifth member is chosen by the majority of the four other Board members, with all appointees serving a two-year term; and

WHEREAS, the term for the two firefighter Employee Representatives expired on January 15, 2023; and

WHEREAS, City Code Section 54-272 provides procedures for filling vacancies on the Board, and requires an election be held to fill Employee Representative vacancies; and

WHEREAS, during the registration period of December 7, 2022 through December 21, 2022 for the election, the City Clerk's Office accepted applications for the two vacancies; and

WHEREAS, during that period, the City only received two applications, one from Brian Baker and one from Stephen Hill; therefore, the candidates, Brian Baker and Stephen Hill, were unopposed; and

WHEREAS, the City did not hold an election because both Brian Baker and Stephen Hill were unopposed; and

WHEREAS, pursuant to City Code Section 54-571, the Employee Representatives shall serve a two-year term.

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

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

Section 2. The election results appointing Brian Baker and Stephen Hill as members to the Board of Trustees for the Municipal Firefighters' Pension Trust Fund for a two-year term, commencing on January 15, 2023 and ending on January 15, 2025, are hereby confirmed and Mr. Baker and Mr. Hill are hereby appointed to the Board.

Section 3. The appointees shall serve without compensation and are required to file a financial disclosure statement in accordance with Florida Statutes.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, ASSISTANT CITY CLERK



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: *Firefighter Pension Board*

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

Name *Stephen Hill*

Address *3959 Diamond Chip Ct*

City *Wellington* State *FL* Zip *33414*

I reside in District # (can be found on back of your Voter Registration Card) *N/A*

Year-Round Resident? Yes ☐ No ☐

If No, how what months are you away?

Home Phone Work/Mobile Phone *561-335-4733*

E-mail *stephen_hill24@hotmail.com*

Employer *Broward Sheriff Office*

Address *2601 West Broward Blvd Ft. Lauderdale FL*

Occupation (if retired, please indicate and list former occupation) *Firefighter*

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

None

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

Bachelor in Finance

Professional: Certification(s)

Florida Public Pension Trustee certification

Knowledge: Training, interest or experience

Community Involvement: List organizations/positions

Coaching Youth sports

Organizations: Memberships

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: *Stephen Hill*

Date: *12/15/22*

Print Name: *Stephen Hill*

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.



City of Deerfield Beach Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: DEERFIELD BEACH FIREFIGHTERS PENSION BOARD

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

Name BRIAN BAKER

Address 541 SE 2nd St

City DEERFIELD BEACH

State FL

Zip 33441

I reside in District # (can be found on back of your Voter Registration Card) District 1

Year-Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone

Work/Mobile Phone 454 818-2098

E-mail Brianbaker288@gmail.com

Employer Broward Sheriff's Office

Address 2601 W. Broward Blvd.

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

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

0

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

Professional: Certification(s)

Five Certificate
EMS / Paramedic Certificate

Knowledge: Training, interest or experience

17 years on the job

Community Involvement: List organizations/positions

Organizations: Memberships

IAFF

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: 12/19/22

Print Name: Brian Baker

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.



NOTICE OF ELECTION
BOARD OF TRUSTEES FOR THE DEERFIELD
BEACH MUNICIPAL FIREFIGHTERS' PENSION
TRUST FUND

YOU ARE HEREBY NOTIFIED that an election for the Board of Trustees for the Municipal Firefighters' Pension Trust Fund will be held for two (2) firefighter trustee positions. Candidate registration forms will be provided and accepted in the City Clerk's Office of the City Hall Complex, 2nd floor, 150 Northeast Second Avenue, Deerfield Beach, Florida beginning **Wednesday, December 7, 2022 through Wednesday, December 21, 2022 from 8:00 a.m. to 5:00 p.m.**

Following the registration period, ballots will be mailed to eligible voting members on December 27, 2022. The ballot must be received by the City Clerk's Office by 5:00 PM on Friday, January 6, 2023.

Ballots will be opened publicly on Friday, January 6, 2023 at 5:01 p.m. in the City Clerk's Office of the City Hall Complex, 2nd floor, 150 Northeast Second Avenue, Deerfield Beach, Florida and tabulated with a member of the Board of Trustees present. Results will be submitted to the City Commission at their next scheduled meeting for ratification.

CITY OF DEERFIELD BEACH, FLORIDA
BY: SAMANTHA L. GILLYARD, CMC, CITY CLERK



NOTICE OF ELECTION
BOARD OF TRUSTEES
FIREMEN'S PENSION TRUST FUND

YOU ARE HEREBY NOTIFIED that the period to register for the Firemen's Pension Board has expired.

Currently, there are two (2) positions available for election; whereby, only two (2) applications were received during the registration period of December 7, 2022 - December 21, 2022. Therefore, the following candidates were unopposed and will be appointed to the Firemen's Pension Trust Fund.

Brian Baker
Stephen Hill

NO ELECTION WILL BE HELD FOR THIS BOARD

Should you have any questions, please feel free to contact the City Clerk's Office.

CITY OF DEERFIELD BEACH, FLORIDA
BY: SAMANTHA GILLYARD, CMC, CITY CLERK



BOARD OF TRUSTEES FIREMEN'S PENSION TRUST FUND

Creating Authority:

Ordinance 1130 under authority of Florida Statutes - Chapter 175

Method of Appointment:

Two (2) Residents selected by Commission for Two (2) Years Term

Two (2) Firefighters elected by Firefighters for Two (2) Years Term

One (1) Resident selected by the previous four (4) members and confirmed by Resolution

Financial Disclosure:

Required

Compensation:

None. However, may receive expenses and per diem as prescribed by law

Liaison:

Doug Falcon

Meeting Dates:

4th Thursday

Functions and Responsibilities:

The Board of Trustees shall have such powers, duties and responsibilities as are prescribed by law or as may, from time to time be prescribed by Chapter 175.061 (F.S.) and/or amendments thereto as may be duly enacted

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Jonathan Campbell Commission	229 SE 6 th Ave Deerfield Beach, FL 33441	561-703-0909	Self	2021/142	10/5/21	10/01/23
Robert Weech Board (5th Member)			Self	2021/158	11/16/21	12/12/23
Bruce Young Employees (Elected)			Self	2021/069	05/04/21	01/15/23
Stephen Hill Employees (Elected)			Self	2021/069	05/04/21	01/15/23
Daniel Frazer Commission	341 SE 3rd Court Deerfield Beach, FL 33441	214-8337	Self	2021/002	01/05/21	01/15/23



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1579

Agenda Date: 1/24/2023

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 Sharon Haynes to the Board of Trustees of the Municipal Firefighters' Pension Trust Fund; 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 Board of Trustees Firefighters' Pension Trust Fund is comprised of five members; two are appointed by the City Commission, two are elected by firefighter members of the pension plan, and the final member is chosen by the Pension Board members. On November 17, 2022, Daniel Frazer expressed that he no longer wishes to serve on the Board, leaving a vacancy. Sharon Haynes has expressed interest in filling the vacancy. All appointments are two years, and if Ms. Haynes is appointed, her term will expire on January 15, 2025.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPOINTING SHARON HAYNES TO THE BOARD OF TRUSTEES OF THE MUNICIPAL FIREFIGHTERS' PENSION TRUST FUND; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in accordance with Section 54-271 of the City Code, the Board of Trustees for the Municipal Firefighters' Pension Trust Fund (the "Board") is comprised of five members: two members are appointed by the City Commission, two members are firefighters who are elected by a majority of firefighter plan participants, and the fifth member is chosen by the majority of the four other Board members, with all appointees serving a two-year term; and

WHEREAS, Daniel Frazer is a City Commission appointee whose term expired on January 15, 2023; and

WHEREAS, Daniel Frazer expressed that he no longer wishes to serve on the Board, which creates a vacancy; and

WHEREAS, Sharon Haynes, a resident of the City of Deerfield Beach, expressed an interest in serving on the Board; and

WHEREAS, pursuant to City Code Section 54-271, each Resident Member shall serve a two-year term unless sooner replaced by the City Commission.

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 Sharon Haynes to serve as a member of the Board of Trustees of the Municipal Firefighters' Pension Trust Fund of the City of Deerfield Beach for a two-year term, commencing on January 15, 2023 and ending on January 15, 2025.

Section 3. The appointee shall serve without compensation and is required to file a financial disclosure statement in accordance with Florida law.

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

PASSED AND ADOPTED THIS 24TH DAY OF JANUARY, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, ASSISTANT CITY CLERK



City of Deerfield Beach Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Fire Pension Board

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

Name Sharon Haynes

Address 175 Ventnor K

City Deerfield Beach

State

Zip 33442

I reside in District # (can be found on back of your Voter Registration Card) District 3

Year- Round Resident? Yes ☒ No ☐

If No, how what months are you away? N/A

Home Phone

Work/Mobile Phone (404) 707-5117

E-mail Sphaynes@hotmail.com

Employer City of Deerfield Beach

Address 151 NE 2nd Ave

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

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

None

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

Master of Accounting- Florida International University, 08/2000: Bachelor of Accounting 08/1993

Professional: Certification(s)

Certified Public Accountant - 12/1999
Certified Public Finance Officer - 04/2018

Knowledge: Training, interest or experience

I am a trained accountant with over twenty years of professional accounting experience and eight years of governmental experience. Previously served on the Central Water and Sewerage Authority Pension Board St. Vincent (2002-2005)

Community Involvement: List organizations/positions

Ventnor K Home Owners Association- Treasurer : Century Black Residence Association - President

Organizations: Memberships

Florida Government Finance Officers Association
Florida Institute of Certified Public Accountants
Deerfield Beach Democratic Club

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: 01/09/23

Print Name: SHARON HAYNES

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.



BOARD OF TRUSTEES FIREMEN'S PENSION TRUST FUND

Creating Authority:

Ordinance 1130 under authority of Florida Statutes - Chapter 175

Method of Appointment:

Two (2) Residents selected by Commission for Two (2) Years Term

Two (2) Firefighters elected by Firefighters for Two (2) Years Term

One (1) Resident selected by the previous four (4) members and confirmed by Resolution

Financial Disclosure:

Required

Compensation:

None. However, may receive expenses and per diem as prescribed by law

Liaison:

Doug Falcon

Meeting Dates:

4th Thursday

Functions and Responsibilities:

The Board of Trustees shall have such powers, duties and responsibilities as are prescribed by law or as may, from time to time be prescribed by Chapter 175.061 (F.S.) and/or amendments thereto as may be duly enacted

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Jonathan Campbell Commission	229 SE 6 th Ave Deerfield Beach, FL 33441	561-703-0909	Self	2021/142	10/5/21	10/01/23
Robert Weech Board (5th Member)			Self	2021/158	11/16/21	12/12/23
Bruce Young Employees (Elected)			Self	2021/069	05/04/21	01/15/23
Stephen Hill Employees (Elected)			Self	2021/069	05/04/21	01/15/23
Daniel Frazer Commission	341 SE 3rd Court Deerfield Beach, FL 33441	214-8337	Self	2021/002	01/05/21	01/15/23



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-15

Agenda Date: 1/24/2023

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 settlement of all claims against the City in the litigation styled *Kevin Embres vs. City of Deerfield Beach*; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (Funds from Account #606-0900-519-37-70 - Risk Management/General Liability Legal)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$49,000.00

Account Name: Risk Management/General Liability Legal

Account Number: 606-0900-519-37-70

Background/History

Kevin Embres ("Embres") filed a lawsuit against the City of Deerfield Beach styled Kevin Embres vs. City of Deerfield Beach, Case No. CACE-20-007896, in the Seventeenth Circuit Court in and for Broward County, Florida (the "Lawsuit").

The Lawsuit alleges that Embres was riding on his motorcycle on North Dixie Highway when he was struck by a city owned garbage truck driven by a city employee allegedly causing Embres to sustain a broken left arm and left elbow, torn rotator cuff and broken clavicle, and causing Embres to seek considerable medical treatment, including surgery on his left arm and clavicle.

Current Activity

Embres provided medical bills to the City totaling over \$92,000.00. Embres is willing to settle all of his claims against the City, including all costs and attorney's fees incurred in this matter, for the total sum of \$49,000.00.

The enclosed Resolution approves the settlement of the Lawsuit for the total amount of \$49,000.00, including attorney's fees and costs, thereby disposing of all claims against the City and its employees that were or could have been asserted by Embres against the City or its employees

Recommendation

Approval.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SETTLEMENT OF ALL CLAIMS AGAINST THE CITY IN THE LITIGATION STYLED *KEVIN EMBRES VS. CITY OF DEERFIELD BEACH*; AUTHORIZING EXECUTION OF DOCUMENTS NECESSARY TO EFFECTUATE THE SETTLEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Kevin Embres (“Embres”) filed a lawsuit against the City of Deerfield Beach styled *Kevin Embres vs. City of Deerfield Beach*, Case No. CACE-20-007896, in the Seventeenth Circuit Court in and for Broward County, Florida (the “Lawsuit”); and

WHEREAS, the Lawsuit alleges that Embres was riding on his motorcycle on North Dixie Highway when he was struck by a city owned garbage truck driven by a city employee allegedly causing Embres to sustain a broken left arm and left elbow, torn rotator cuff and broken clavicle, and causing Embres to seek considerable medical treatment, including surgery on his left arm and clavicle; and

WHEREAS, Embres provided medical bills to the City totaling over \$92,000.00; and

WHEREAS, Embres is willing to settle all of his claims against the City, including all costs and attorney’s fees incurred in this matter, for the total sum of \$49,000.00; and

WHEREAS, the City Commission desires to approve the settlement of the Lawsuit in the total amount of \$49,000.00, including attorney’s fees and costs, thereby disposing of all claims that were or could have been asserted against the City and its employees by Embres.

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 settlement of the Lawsuit for the total amount of \$49,000.00, including attorney’s fees and costs, thereby disposing of all claims against the City and its employees that were or could have been asserted by Embres against the City or its employees.

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 take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, ASSISTANT CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-16

Agenda Date: 1/24/2023

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 amendment to the Development Agreement with the owner of the Deerfield Station TOD Development to permit additional retail and personal services uses within the development; authorizing execution of the Amendment; 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

On January 31, 2018 a Development Agreement between the City of Deerfield Beach and RRPIV Deerfield Station LLC, was approved as part of the site plan and rezoning approved by the City Commission at the November 7, 2017 City Commission Meeting. This agreement monitors and regulates the development rights of the property located at 1250 West Hillsboro Boulevard, which entails a 226 multi-family apartment complex known as Indigo Station and a 7,675 sq. ft. commercial building. Since then, the property has been sold to two separate owners, who are required to adhere to the regulations of this Agreement. The multi-family property is now owned by SW 12th FL Partners, LLC a Cortland property and the commercial building is now owned by Deerfield Station Investments, LLC, an Investments Limited property. Deerfield Station Investments is proposing to amend the Development Agreement to increase the list of allowable uses to be permitted in the commercial building. Currently, Section 4. of the Development Agreement limits uses to retail and office use.

Current Activity

The property owner is requesting medical and personal service uses be permitted along with the already approved retail and office uses. The property owner is not making any requests to increase the size of the building or make any physical alterations that would impact the approved site plan. As medical and personal service are uses currently permitted as use by right in TOD districts as well as the surrounding B-1 and B-2 commercial zoning districts along Hillsboro Boulevard, allowing these uses on this property will allow the site to be used to its fullest intent and provide additional services to the residents of the multi-family property, and those who utilize the Hillsboro Boulevard corridor.

The owner has voluntarily agreed that the Retail/Office Space shall not be used for urgent care facilities, day spa, check cashing store, massage parlor, smoke shop or for pain management clinics.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH THE OWNER OF THE DEERFIELD STATION TOD DEVELOPMENT TO PERMIT ADDITIONAL RETAIL AND PERSONAL SERVICES USES WITHIN THE DEVELOPMENT; AUTHORIZING EXECUTION OF THE AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on November 7, 2017, the City Commission approved Application No. 07-TOD-A1 Revision 1 (the “Site Plan Application”) seeking site plan approval to construct 226 residential units, 7,700 square feet of commercial use and 1,400 of office use for the property located at 1250 West Hillsboro Blvd. within the Transit-Oriented Development Zoning District (the “TOD Development”); and

WHEREAS, the TOD Development site is approximately 8.04 acres described as DEERFIELD STATION TOD 181-199B PAR A, as more particularly described in the file, and located at 1250 West Hillsboro Blvd., Deerfield Beach, Florida (the “Property”); and

WHEREAS, in order to mitigate the impacts of the development of the Property and provide for a public plaza and additional development requirements, the developer of the TOD Development, (the “Developer”) entered into a Development Agreement, dated January 21, 2018 and attached as Exhibit “A” (the “Development Agreement”), with the City; and

WHEREAS, the City and the successor in interest to the Developer, Deerfield Station Investments, LLC, have negotiated an amendment to the Development Agreement, attached as Exhibit “B”, (the “Amendment”) to permit additional uses with respect to the Office Space within the overall TOD Development beyond the uses provided for in the Development Agreement for the Office Space; specifically to provide that the two interior bays may be used for retail, office, medical office or personal service uses, the square footage of which shall be equal to that which is set forth in the TOD Development’s Site Plan approved by the City Commission; and

WHEREAS, City Staff recommends that the City Commission approve and authorize execution of the Amendment, attached as Exhibit “B”.

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 Amendment to Development Agreement, attached as Exhibit “B”, is hereby approved.

Section 3. The Mayor and the City Manager are authorized to execute the Amendment, attached as Exhibit “B”, together with such non-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 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, ASSISTANT CITY CLERK

Return to: (enclose self-addressed stamped envelope)

Name: Ele Zachariades

Address:

Dunay, Miskel & Backman, LLP
14 SE 4th St.
Suite 36
Boca Raton, FL 33342

This Instrument Prepared by:

Ele Zachariades
Dunay, Miskel & Backman, LLP
14 SE 4th St.
Suite 36
Boca Raton, FL 33342

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the “AMENDMENT”) is entered into as of this ____ day of _____, 202__ by and between the CITY OF DEERFIELD BEACH, FLORIDA (“CITY”), 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, and DEERFIELD STATION INVESTMENTS, LLC, as successor in interest to RRPIV DEERFIELD STATION LLC, a Florida limited liability company, (“DEVELOPER”) whose mailing address is 215 N. Federal Highway, Boca Raton, FL 33432.

(Whenever used herein, the term “CITY” shall also include and collectively refer to CITY’s respective successors in interest. Whenever used herein, the term “DEVELOPER” shall also include and collectively refer to DEVELOPER’s respective heirs, legal representatives, assigns, and successors in title.)

W I T N E S S E T H:

WHEREAS, the DEVELOPER and the CITY entered into a Development Agreement, dated January 31, 2018, and recorded in Instrument #114868827 of the public records of Broward County (the “Development Agreement”) regarding the approximately 8.03 acres of land located at the commonly known address of 1250 West Hillsboro Boulevard, Deerfield Beach, Florida 33442 (the “PROPERTY”), as more particularly described on **Exhibit A** of the Development Agreement; and

WHEREAS, the current Owner of the Property, who is also the successor in interest to the original DEVELOPER, proposes to amend the Development Agreement to permit additional uses with respect to the OFFICE SPACE of the overall Development to provide that the two interior bays may be used for retail, office, medical office or personal service uses, the square footage of which shall be equal to that which is set forth in the TOD PROJECT’s Site Plan

approved by the CITY COMMISSION, as such may be amended from time to time (the “RETAIL/OFFICE SPACE”) and the Owner/DEVELOPER agrees that such RETAIL/OFFICE Space shall not be used for urgent care facilities, a smoke shop or pain management clinics; and

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained in this AMENDMENT, the sufficiency and adequacy of which are hereby acknowledged by the parties hereto, the parties to this AMENDMENT do hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and are incorporated, in their entirety, into and made a part of this AMENDMENT as if specifically set forth herein.

2. AMENDMENTS TO DEVELOPMENT AGREEMENT. The Development Agreement is hereby amended, by amending the following sections as follows¹:

A. The Seventh “WHEREAS” clause is hereby amended to read as follows:

WHEREAS, DEVELOPER proposes to amend the previously approved TOD Master Plan and Site Plan to develop the PROPERTY with 226 multi-family residential dwelling units (the “RESIDENTIAL SPACE”), a space for general commercial use, the square footage of which shall be equal to that which is set forth in the TOD PROJECT’s (as such term is hereinafter defined) Site Plan approved by the CITY COMMISSION, as such may be amended from time to time (the “COMMERCIAL SPACE”), and a space for office use, the square footage of which shall be equal to that which is set forth in the TOD PROJECT’s Site Plan approved by the CITY COMMISSION, as such may be amended from time to time; the two interior bays may be used for retail, office, medical office or personal service uses, as such terms are defined in the City’s Land Development Code, the square footage of which shall be equal to that which is set forth in the TOD PROJECT’s Site Plan approved by the CITY COMMISSION, as such may be amended from time to time (the “RETAIL/OFFICE SPACE”) (the “OFFICE SPACE”; the COMMERCIAL SPACE, ~~and the OFFICE SPACE and RETAIL/OFFICE SPACE~~ are referred to hereafter collectively as the “TRADE DEVELOPMENT”); and

B. The Eighth “WHEREAS” clause is hereby amended to read as follows:

WHEREAS, the RESIDENTIAL SPACE, the COMMERCIAL SPACE, ~~and the OFFICE SPACE,~~ and the RETAIL/OFFICE SPACE are hereinafter collectively referred to hereafter as the “TOD PROJECT”; and

C. Section 4 of the Development Agreement is hereby amended to add the following language at the end of the existing Section 4:

DEVELOPER agrees that the RETAIL/OFFICE SPACE shall not be used for urgent care facilities, a day spa, check cashing store, a massage parlor, a smoke shop, medical marijuana dispensary, or for pain management clinics.

¹ Additions to the text of the Development Agreement are shown in underlined text; deletions are ~~struck through~~.

D. Section 8 of the Development Agreement is hereby amended to read as follows:

8. NOTICE. All notices, demands, correspondence and communication in connection with this AGREEMENT must be in writing and shall be deemed to have been delivered on the date post-marked by mailing the same by certified mail, or on the date sent by overnight or the express courier, addressed to the respective parties at the following addresses:

If to CITY: CITY OF DEERFIELD BEACH
City Manager
150 N. E. 2nd Avenue
Deerfield Beach, FL 33441

With a copy: ~~Andrew Maurodis~~ Anthony Soroka, Esq.
City Attorney
~~1200 N. Federal Highway~~ 2255 Glades Road
~~Suite 312~~ Suite 200E
Boca Raton, FL ~~33432~~ 33431

If to DEVELOPER: Ram Realty Acquisitions IV LLC
Attn: Hugo Pacanins, VP
4801 PGA Boulevard
Palm Beach Gardens, FL 33418

Deerfield Beach Investments LLC
Attn: _____
215 N Federal Highway
Boca Raton, FL 33432

With a copy: Greenspoon Marder, P.A.
Attn: Alicia J. Lewis
200 E. Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301

Dunay, Miskel & Backman, LLP
Attn: Ele Zachariades, Esq.
14 S.E. 4th Street
Suite 36
Boca Raton, FL 33432

3. RECORDING; COVENANTS RUN WITH THE LAND. This AMENDMENT shall be recorded in the Public Records of Broward County, Florida and shall run with and bind the PROPERTY and all current and future owners thereof.

4. EFFECT OF AMENDMENT. Except as otherwise expressly modified by this

Amendment, all terms, provisions and conditions of the existing Development Agreement shall remain in full force and effect.

5. EFFECTIVE DATE. This AMENDMENT shall be effective as of the date upon which both parties hereto have executed this AMENDMENT and this AMENDMENT is duly recorded in the Public Records of Broward County, Florida.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON THE FOLLOWING PAGES.]**

IN WITNESS WHEREOF, the parties have made and executed this AMENDMENT on the respective dates under each signature.

CITY:

CITY OF DEERFIELD BEACH, FLORIDA,
a Florida municipal corporation

By: _____
Print name: _____
Title: _____
Dated: _____

ATTEST:

Print name: _____
Title: _____

(SEAL)

**Approved as to form and legal sufficiency for use
of and reliance by the City of Deerfield Beach only:**

CITY ATTORNEY

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me in the County and State last aforesaid this ____ day of _____, 202__, by _____, as _____ of the **CITY OF DEERFIELD BEACH, FLORIDA**, a Florida municipal corporation, freely and voluntarily under authority duly vested in him/her by said municipal corporation, and who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

(SEAL)

My commission expires:

Print name: _____

DEVELOPER:

Signed, sealed and delivered
in the presence of:

(Signature)

Print Name

(Signature)

Print Name

By: _____

Print name: _____

Title: _____

Dated: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me in the County and State last
aforesaid this ____ day of _____, 202____, by _____, as
_____ of _____, a _____,
freely and voluntarily under authority duly vested in him/her by said company, and who is
personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

(SEAL)

My commission expires:

Print name: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1647

Agenda Date: 1/24/2023

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 Piggyback Agreement with ParkMobile, LLC for parking payment system services at no cost, utilizing the terms of the City of Tampa's RFP #21111220 and agreement; providing for execution and an effective date. (Funds from Account #001-3008-545-39-37 - Bank Charges)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Cost: Annual savings of approximately \$108,685 to \$118,685 (savings from current application)

Account Name: Bank Charges

Account Number: 001-3008-545-39-37

Background/History

Due to the sunseting of the Way-to-park application (our current mobile payment solution), and to accommodate parking patrons by continuing to provide a mobile payment option, another alternative payment solution is being sought. If we were to continue with the application option recommended by our current service provider, it would cost the city between \$5,000 and \$15,000 annually. This option makes no provision for offsetting credit card processing fees.

Current Activity

The two other major competing options are ParkMobile and PayByPhone. These options are used by surrounding municipalities and are readily available to patrons regardless of the cellular service platform. Furthermore, both of these options would provide payment processing services at no additional cost to the City, and both are able to offset fees associated with credit card payments. Whereas PayByPhone would annually offset approximately \$74,060 of these fees, ParkMobile would offset roughly \$103,685. Other municipalities of our size and parking volume have been utilizing ParkMobile with great success as an alternative to paying at the meter only. Annual savings by using ParkMobile will be approximately \$108,685 to \$118,685.

Recommendation

Staff recommends approval and replacing the current mobile parking payment app with ParkMobile.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH PARKMOBILE, LLC FOR PARKING PAYMENT SYSTEM SERVICES AT NO COST, UTILIZING THE TERMS OF THE CITY OF TAMPA'S RFP #21111220 AND AGREEMENT; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the City's current mobile payment solution through the Way-to-park application for use by parking patrons within the City is expiring; and

WHEREAS, City staff determined that it was necessary to evaluate the current parking payment system and to seek alternate parking payment solutions; and

WHEREAS, the City Code exempts from competitive solicitation requirements procurements utilizing contracts competitively awarded by other governmental agencies; and

WHEREAS, the City is seeking to contract with ParkMobile, LLC ("ParkMobile") for the required parking payment services (collectively, the "Services") by utilizing the terms of the City of Tampa's RFP #21111220 and Parking Services Agreement dated March 17, 2022 (the "Tampa Contract") as provided therein; and

WHEREAS, ParkMobile has provided the City with a proposal to provide the Services based upon the terms of the Tampa Contract, which services will be provided at no cost to the City as the fees are offset with credit card payments; and

WHEREAS, City staff has confirmed that the Tampa Contract is in effect; and

WHEREAS, staff recommends that the City Commission approve and authorize execution of a Piggyback Agreement with ParkMobile, attached as Exhibit "1", for the Services utilizing the Tampa Contract (the "Piggyback 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 Piggyback Agreement with ParkMobile, attached as Exhibit 1", for the Services at no cost to the City.

Section 3. The City Manager is authorized to execute the Piggyback Agreement with ParkMobile, consistent with the terms of the Tampa 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, ASSISTANT CITY CLERK

This Piggyback Agreement (this "Agreement") is by and between Parkmobile, LLC, a Delaware limited liability company, with offices at 1100 Spring St NW, Suite 200, Atlanta, GA 30309 ("Parkmobile") and The City of Deerfield Beach, Florida, a Florida municipality, with offices at 150 NE 2nd Avenue, Deerfield Beach, Florida 33441 ("Deerfield Beach"). Parkmobile and Deerfield Beach may be referred to collectively as the "Parties" or individually as a "Party." This Agreement will become effective as of the last signature date below (the "Effective Date").

WITNESSETH:

WHEREAS, Parkmobile has entered into an agreement with the City of Tampa, Florida, dated March 17, 2022, for parking management services (collectively, the "Underlying Contract"); and

WHEREAS, ParkMobile agrees to extend the pricing, terms, and conditions of the Underlying Contract to Deerfield Beach; and

WHEREAS, pursuant to Section 38-116, Deerfield Beach Code of Ordinances, the City desires to acquire parking management services utilizing the terms and pricing of the Underlying Contract; and

WHEREAS, the Underlying Contract is incorporated herein by reference and is attached as Exhibit "A" to this Agreement. All terms and conditions set forth in the Underlying Contract are fully binding on the Parties along with the modification of certain terms and provisions as set forth in this Agreement; and

WHEREAS, notwithstanding the requirement that the Underlying Contract is fully binding on the Parties, the Parties have agreed to modify certain technical provisions of the Underlying Contract as applied to this Agreement between ParkMobile and Deerfield Beach.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are hereby incorporated herein.
2. Definitions. Defined or capitalized terms used herein that are not defined by this Agreement shall have their meaning set out in the Underlying Contract. Any reference to the City of Tampa, Florida or "Client" in the Underlying Contract shall refer to the City of Deerfield Beach for the purposes of this Agreement.
3. Address Change for Deerfield Beach. Notwithstanding the address and contact information for the government entity set forth in the Underlying Contract, Parkmobile agrees that it will send notices, invoices, and will conduct all business with City of Deerfield Beach, Parking Division, 150 NE 2nd AVE, Deerfield Beach, FL 33441, web.parking@deerfield-beach.com, 954-480-4499.
4. Modifications and Conditions. The Parties agreed to modify the following provisions of the Underlying Contract in accordance with the below terms:

- (a) That Schedule 3 of the Underlying Contract is hereby deleted and is replaced with the attached Schedule 3 which is part of this Agreement and shall be incorporated into Exhibit "A".

5. Effective Date. This Agreement shall commence as of the Effective Date and shall continue thereafter as set forth in Article 4 of the Underlying Contract.
6. Other Provisions Unchanged. All other provisions in the Underlying Contract are fully binding on the Parties and will represent the agreement between Client and Parkmobile.
7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall be deemed to constitute one and the same instrument. An electronic or digital signature shall be as valid and enforceable as a handwritten or original signature for all purposes allowed by law.
8. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters set forth herein and may only be changed by an agreement in writing signed by the Parties. All other terms and provisions of the Underlying Contract remain in full force and affect.

IN WITNESS WHEREOF, this Piggyback Agreement has been executed as of the Effective Date.

Client Name

By: _____
Name: _____
Title: _____
Date: _____

PARKMOBILE, LLC

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE 3

ON DEMAND PARKING SERVICES FEES

1. **User Fee.** ParkMobile shall charge the User a User Fee of \$0.70 per Transaction. Client will be entitled to receive \$0.35 from each Transaction (“OD Revenue Share”), which shall be deducted from the User Fee collected from the User for the applicable Transaction. User Fees do not include any merchant processing or other third-party fees.

Each User shall have the right to extend the duration of each initial Transaction (a “Transaction Period Extension” beyond the initial Transaction duration at no additional cost to the User prior to the end of the Transaction period, provided that the User extends the duration of the initial Transaction prior to the expiration of the initial Transaction period. This Transaction Period Extension shall be for increments of time of no more than one (1) hour, the totality of which shall be no more than five (5) hours.

2. **Processing Fees.**

Traditional Payment Method. Client is the MOR and responsible for all payment processing and related fees. Parkmobile has the ability to pass real time authorized debit/credit card transactions to Client using one of Parkmobile’s fully integrated processing partners to fund all remittance directly into Client’s account. If Client elects to use a processing partner with which Parkmobile is not integrated, then Parkmobile will pass real time debit/credit card transactions via a getaway solution at an additional cost to Client of \$.05 per authorized Transaction. Parkmobile will invoice Client monthly for User Fees and any additional charges assessed on each Transaction during the applicable month.

3. **Other Terms and Conditions.**

- **Signage.** Parkmobile will be responsible for the cost of standard signage for the initial deployment and subsequent expansions of Client’s use of the Parkmobile Services. Client will be responsible for all installation of signage and any related costs, and for the cost of custom signage and its installation.

SCHEDULE 3 CONTINUED

- ***Stickers.*** Parkmobile will be responsible for the cost for initial standard stickers. Client will be responsible for all installation of stickers and related costs.
- ***Standard Marketing.*** The cost of the marketing included in Parkmobile's standard marketing program will be borne by Parkmobile.
- ***Administrative Portal.*** Parkmobile will provide Client with access to the ParkMobile 360 Administrative Portal.
- ***Additional Services.*** At the request of Client and upon the written agreement of the parties, Parkmobile may provide the following development activities and additional services for a fee(s) to be determined by Parkmobile:
 1. Customized Reporting
 2. Integration to Client requested third parties (for whom Client will be fully responsible)
 3. Citation or Enforcement support
 4. Replacement Signage or Stickers
 5. Additional Training



PARKING SERVICES AGREEMENT

This Parking Services Agreement (“Agreement”) dated this 17th day of March, 2022 is between Parkmobile, LLC, a Delaware limited liability company, with offices at 1100 Spring St NW, Suite 200, Atlanta, GA 30309 (“Parkmobile”) and City of Tampa, a Florida municipality, with offices at 306 E. Jackson St., 2nd Floor, Tampa, FL 33602 (“Client”). This Agreement will become effective as of the last signature date below (the “Effective Date”).

RECITALS:

WHEREAS, Parkmobile is engaged in the business of providing integrated solutions for the management of parking-related matters, which may include providing a system for the electronic payment of on-demand, reservation and/or permit parking, related back-office administration, and assistance with and a system for the marketing and sale of such parking through the Internet and Parkmobile proprietary websites and mobile applications (collectively, the parking services purchased by Client hereunder and as further described in Schedule 1, City of Tampa Request for Proposals for Pay-By-Phone/App Services for Parking, RFP #21111220 and its four (4) Addenda, Parkmobile’s Proposal in response to RFP #21111220, Parkmobile’s Best and Final Offer in response to RFP #21111220, attached hereto and incorporated herein, are referred to as the “Parkmobile Services”); and

WHEREAS, Parkmobile and Client desire to enter into a mutually beneficial arrangement pursuant to which Parkmobile will provide the Parkmobile Services to Client as described herein; and

NOW, THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Except as otherwise expressly indicated in this Agreement, the following terms if used in this Agreement will have the following meanings (such meanings to be applicable equally to the singular and plural forms of the terms defined):

1.1 “Agreement” means this Parking Services Agreement, any additional terms and conditions which are acknowledged or agreed upon by Client and Parkmobile in a duly executed document in connection with the Parkmobile Services, and any agreements or orders referencing this Parking Services Agreement, all as amended from time to time.

1.2 “Application” means Parkmobile’s proprietary mobile applications and other properties as Parkmobile may develop for use in connection with the Parkmobile Services, including for the purpose of scheduling, starting, extending and completing Transactions and making payment for all related charges and fees.

1.3 “Emerging Parking Revenue” means the Total Price generated by Users using an Emerging Payment Method less User Fees charged by Parkmobile, Transaction Processing Fees, and any applicable bank transfer and other third-party fees.

1.4 “Facility” means the parking facilities listed in Schedule 3, which is attached hereto and incorporated herein, and any additional parking facilities agreed upon in writing by the parties from time to time.

1.5 “Fees” means any and all fees charged by Parkmobile in connection with the Parkmobile Services.

1.6 “Inventory” means parking space inventory at the Facilities.

1.7 “IVR System” means Parkmobile’s interactive voice response system.

1.8 “Law” means any applicable laws, rules or regulations, as amended and updated from time to time that relate to this Agreement including federal and State of Florida law.

1.9 “Net Parking Revenue” means the Total Price generated by Users using a Traditional Payment Method, less User Fees charged by Parkmobile, Transaction Processing Fee, and any applicable bank transfer and other third-party fees.

1.10 “Parking Fee” means, for each Transaction, the amount set by Client for a given Transaction. Parking Fees do not include the User Fee.

1.11 “Parking Permit” means a pre-paid parking permit featuring a bar-code, alphanumeric combination or other identification credential (e.g. license plate, Transaction number, beacon identification, RFID tag, sticker, proxy cards, etc.) to be scanned upon arrival at a Facility and which will grant the User a license to park one (1) vehicle at the Facility for a specified period of time, subject to the applicable rules and regulations for use of the Facility as determined by Client.

1.12 “Personal Information” means any information that identifies or could be used to identify an individual.

1.13 “Platform” means collectively the Application; Parkmobile Services; Site(s); IVR System; Technology; any Parkmobile technologies, functions, servers, databases, and parking management systems; other Parkmobile products, services, content, features, technologies, functions, applications, and related websites or other applications; and any updates, changes, revisions or additions thereto.

1.14 “Report” means a detailed statement of information related to the Transactions, as more particularly described in Schedule 2 attached to this Agreement and incorporated herein.

1.15 “Service Fee” means the fees charged by Parkmobile in connection with the Parkmobile Services and listed as Service Fees on Schedule 3.

1.16 “Site(s)” means any website owned or controlled by Parkmobile.

1.17 “Technology” means any and all Parkmobile technology (including, but not limited to, application programming interfaces, software, etc.) provided by Parkmobile to Client that is necessary for Client to use and access the Parkmobile Services solely as contemplated hereunder.

1.18 “Total Price” means the total amount to be charged to the User for each type of Transaction, including (as applicable) the Parking Fee, any User Fee, Service Fee or other fees which may be charged in accordance with this Agreement, including Schedule 3.

1.19 “Transaction” means a User’s purchase through the Platform of the right to use a parking space, charging station, or other service for a certain period of time.

1.20 “Transaction Processing Fee” means merchant processing, gateway and related fees at \$0.15 plus 3% of the Total Price per authorized Transaction or such other amount as expressly set forth on Schedule 3.

1.21 “User” means the individual end user using the Platform other than Client.

1.22 “User Data” means all data collected from Users in connection with their use of the Platform, including during the registration process and which may include Personal Information.

1.23 “User Fee” means the fees charged by Parkmobile in connection with the Parkmobile Services and listed as User Fees on Schedule 3.

ARTICLE 2 PARKMOBILE SERVICES

2.1 **Services Provided by Parkmobile.** During the Term (as defined below), Parkmobile shall provide the Parkmobile Services for Client. The parties mutually shall agree upon the launch date for the Parkmobile Services. Parkmobile shall provide the Parkmobile Services in accordance with the service levels set forth on Schedule 2, as the same may be amended by Parkmobile from time to time without diminution in service levels. If Client desires additional services that are not expressly agreed upon in this Agreement, the parties shall negotiate regarding such additional services, including the amount of additional compensation to Parkmobile, and will memorialize their agreement, if any, in either a separate written contract or an amendment to this Agreement.

2.2 **Help and Support.** Parkmobile agrees to use commercially reasonable efforts to assist Client with technical support that Client may reasonably require in relation to the Parkmobile Services. Parkmobile agrees to provide Client with the preventative maintenance, corrective maintenance, adaptive maintenance and online, on-site and telephone support with respect to the Parkmobile Services that it generally provides to clients.

2.3 **Error Corrections.** Each of Parkmobile and Client shall promptly notify the other of any errors or interruptions in the Parkmobile Services. In the event of any errors or interruptions in the Parkmobile Services, Parkmobile’s shall use commercially reasonable efforts to repair or restore that portion of the Parkmobile Services as promptly as possible. The form of such repair or restoration will be determined by Parkmobile.

2.4 **Publicity of Services.** Subject to Section 5.7 below, all brochures and promotional materials to be distributed by Client in connection with the Parkmobile Services shall be in a form mutually agreed upon by the parties, which approval shall not be unreasonably withheld or delayed.

2.5 **Cooperation.** Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

2.6 **Reserved.**

2.7 **Authority of the Parties.** Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as expressly set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party. Each party covenants that it shall not at any

time represent, either orally or in writing, that it has any right, power or authority with respect to the other party.

2.8 Status Meetings. On periodic basis, but not less than twice per year, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Parkmobile Services and the parties' relationship hereunder, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and work directly with one another to work to ensure that all Parkmobile Services are completed on a timely and complete basis. All meetings pursuant to this Section 2.8 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

2.9 Parking Information. Client is responsible for setting rates and zones and other required information regarding its parking inventory offered through the Parkmobile Services and for keeping such information up to date within the Parkmobile Services.

ARTICLE 3 FEES; EXPENSES

3.1 Fees. The Fees applicable to the Parkmobile Services are set forth on Schedule 3. For each Transaction, Parkmobile shall charge the User the Total Price. Parkmobile reserves the right to increase Fees upon sixty (60) days notice after the 3 years initial term to Client which notice may be via email, web portal or other method. Notwithstanding the foregoing, Parkmobile may only increase Fees once during a calendar year and each Fee increase, if any (as calculated based upon the then-current Fees) shall not exceed \$0.05.

3.2 Merchant of Record.

(a) If Parkmobile is the merchant of record ("MOR") for the Parkmobile Services as shown in Schedule 3, then Client shall provide to Parkmobile: (a) a Client Electronic Funds Authorization Form (in the form of Schedule 4 attached to this Agreement and incorporated herein), (b) a W-9, and (c) a copy of a voided check or bank letter with account info (collectively, the "Distribution Information") prior to remittance by Parkmobile of any amounts due hereunder. Parkmobile will retain all amounts due Client without penalty until Parkmobile receives the Distribution Information from Client. Thereafter, Parkmobile shall remit amounts due Client as set forth in Schedule 3 on the 15th of the following month. Client hereby appoints Parkmobile as its limited agent to accept and process payments in connection with the Parkmobile Services and acknowledges that receipt of payment from Users in connection with the Parkmobile Services by Parkmobile shall be deemed the same as receipt by Client itself.

(b) If Client is the MOR as shown in Schedule 3, Client shall pay Parkmobile all amounts due Parkmobile not later than forty-five (45) days after the date of Client's receipt of Parkmobile's proper invoice. Late payment interest of the lesser of ten percent (10%) per annum or the maximum rate permitted by Law may be assessed by Parkmobile on any payment past due, in which case such interest shall accrue from the payment due date to the date payment is received. Payments shall be made by Client in accordance with Florida's Local Government Prompt Payment Act, Florida Statutes, section 218.70 et.seq.

(c) Client hereby appoints Parkmobile as its limited agent to accept and process payments in connection with the Parkmobile Services and acknowledges that receipt of payment from Users in connection with the Parkmobile Services by Parkmobile shall be deemed the same as receipt by Client itself.

3.3 Taxes. Except as otherwise noted herein, Parkmobile's prices do not include sales, use, revenue, excise or similar taxes. Accordingly, in addition to the prices specified herein, the amount of any sales, use, revenue, excise or other similar tax applicable to the Parkmobile Services provided hereunder shall be paid by Client, or, in lieu thereof, Client shall provide Parkmobile with a tax exemption certificate issued by the appropriate taxing authority.

3.4 Billing Disputes. Disputed payments will be managed in accordance with City of Tampa Executive Order 2003-1 pursuant to section 218.76, Florida Statutes. Any disputes must be submitted to Parkmobile in writing with an explanation of the reason for the dispute. Parkmobile's invoices shall contain invoice number, company name, purchase order number, and itemized cost of Services.

3.5 Expenses. Except as otherwise provided herein, Parkmobile shall not charge Client any costs for the integration of Client's system(s) or for the management of the Parkmobile Services. Parkmobile shall charge Client for ordinary, necessary and reasonable third-party costs on a direct cost basis and only after the prior approval of Client.

ARTICLE 4 TERM; TERMINATION

4.1 Term. The initial term of Parkmobile's Services under this Agreement shall commence as of the acceptance date of Client of go-live services and end three (3) years from this date (the "Initial Term"). Following the Initial Term, the Agreement shall automatically renew for consecutive one (1) year renewal terms (each a "Renewal Term"), provided that neither party gives written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-current Renewal Term. The date on which this Agreement is terminated or expires as provided herein is called the "Termination Date," and the period from the Effective Date through the Termination Date is herein called the "Term."

4.2 Termination for Cause.

(a) Either party may terminate this Agreement, including the rights granted herein, if the other party breaches any provision of this Agreement and fails to remedy such breach within thirty (30) days after receiving written notice thereof.

(b) Should a party (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the other party, at its option and without prior notice, may terminate this Agreement effective immediately.

4.3 Effect of Termination.

(a) Upon termination or expiration of this Agreement (i) each party shall pay the other party any amounts then accrued and properly payable under this Agreement; (ii) each party promptly shall return to the other party all Confidential Information of such other party, to the extent permitted by applicable law (iii) Client promptly shall return to Parkmobile all materials in its possession provided by

Parkmobile or otherwise created or produced by Parkmobile in connection with the performance of the Parkmobile Services hereunder; and (iv) Client shall discontinue all use of the Technology and any and all intellectual property of Parkmobile.

(b) Notwithstanding the exercise by any party of its rights under this Article 4, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date (including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination).

ARTICLE 5 ADDITIONAL COVENANTS OF THE PARTIES

5.1 Confidentiality. Each party ("receiving party") acknowledges that all non-public information and data (including trade secrets as defined under applicable Law) of the other party ("disclosing party") including, but not limited to, information and data relating to the other party's products, services, employees, customers, software, business, finances, marketing and promotions is the confidential and proprietary information of the disclosing party ("Confidential Information"). User Data is the property of and deemed the Confidential Information of Parkmobile. Except as otherwise set out herein, neither party shall disclose any Confidential Information of the other party to any third party or use it for its own benefit or the benefit of a third party, and each party shall take reasonable measures to protect the confidentiality of Confidential Information of the disclosing party and prevent its disclosure to others.

(a) Each receiving party may disclose the Confidential Information of the disclosing party to its affiliates and their respective employees and agents who are directly involved in the performance of this Agreement, who have a need to know and who are obligated in writing to honor the restrictions on disclosure and use of such Confidential Information set forth in this Agreement (the persons to whom such disclosure is permissible being collectively known as "Representatives"). Each receiving party shall be responsible for any breach of this Section 5.1 by its Representatives. Each receiving party shall not disclose, without the prior written consent of the disclosing party, any of such disclosing party's Confidential Information that it has learned either during the course of this Agreement or in discussions and proposals leading up to this Agreement, except as expressly permitted hereunder or as may be required by Law. Each receiving party shall not use the Confidential Information of the disclosing party for any purpose other than that for which it was disclosed in order to exercise its rights and perform its obligations hereunder.

(b) Each disclosing party's Confidential Information shall remain the property of such disclosing party. Upon the disclosing party's request and any termination or expiration of this Agreement, the receiving party shall deliver, erase or destroy (at the disclosing party's option) the disclosing party's Confidential Information, to the extent permitted by applicable Law and shall confirm to the disclosing party in writing that all such documents and things have been so provided, erased or destroyed.

(c) The foregoing obligations shall not apply to any Confidential Information that: (i) is in the public domain without breach of this Agreement by the receiving party; (ii) a receiving party can demonstrate was rightfully known prior to receipt from the disclosing party; or (iii) was subsequently received by the receiving party from a third party without any obligation of confidentiality to the disclosing party.

(d) Additionally, the receiving party may disclose the disclosing party's Confidential Information if the information is disclosed by the receiving party pursuant to a requirement of a governmental agency or by operation of law; provided however, that the receiving party shall first notify disclosing party prior to disclosure, if allowed by Law, in order to give the disclosing party a reasonable opportunity to seek an appropriate protective order or waive compliance with the terms of this Agreement

and shall disclose only that part of the Confidential Information which the receiving party is required to disclose.

(e) Each party agrees that irreparable damage may occur, and that monetary damages may be an insufficient remedy at law, in the event that any of the provisions of this Section 5.1 is not performed by the other party and that each party shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

(f) Each receiving party's obligation with respect to the Confidential Information of a disclosing party shall expire three (3) years after the termination or expiration of this Agreement, to the extent permitted by applicable Law, provided, however, that each party's obligations with respect to the trade secrets of a disclosing party shall remain in effect throughout the Term and at all times thereafter, but only for so long as such information remains a trade secret.

5.2 Information. Subject to Section 5.1 and any applicable Law, each party shall provide the other party with all information regarding itself and the transactions under this Agreement that the other party reasonably believes is required to comply with all applicable Law and to satisfy the requesting party's obligations hereunder. Any information owned by one party that is provided to the other party pursuant to this Agreement shall remain the property of the providing party. Except as set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights, licenses or otherwise in any such information.

5.3 Records. Each party shall maintain and retain records related to this Agreement, including the provision of the Parkmobile Services hereunder, consistent with such party's historical policies and applicable Law regarding retention of records. Subject to this Section 5.1, as needed from time to time during the Term and for three (3) years following expiration or termination of the Agreement, unless otherwise prohibited by applicable Law, the parties shall provide each other with records related to this Agreement to the extent that (a) such records exist in the ordinary course of business, and (b) such records are reasonably necessary for the requesting party to comply with its obligations under this Agreement or applicable Law.

5.4 Privacy & User Data. Each of Parkmobile and Client agree that it will use reasonable security practices and procedures appropriate to the nature of any Personal Information obtained in connection with this Agreement (including as part of the User Data) to safeguard such information. Each of Parkmobile and Client agree to comply with all applicable Law with regard to their use, disclosure, access and maintenance of Personal Information. Client shall be fully responsible and liable for any use or misuse of any User Data and Personal Information which Client accesses or obtains hereunder. Parkmobile ensures that it is in compliance with Attachment C, ASP (SAAS) Security Standards to RFP #21111220.

5.5 Insurance. Parkmobile shall keep all of its insurable properties adequately insured against losses, damages and hazards as are customarily insured against by businesses engaging in similar activities or owning similar properties and at least the minimum amount required by applicable Law. Parkmobile shall pay for and provide the insurance coverages as set forth in RFP #21111220.

5.6 Technology Sublicense.

(a) During the Term, Parkmobile hereby grants Client a personal, limited, nonexclusive, non-transferable, non-sublicensable, royalty-free, revocable right and sublicense to use the Technology solely in connection with the Parkmobile Services and as contemplated by this Agreement.

(b) Client shall not use the Technology for any use other than in connection with the Parkmobile Services and shall be fully responsible and liable for any use or misuse of the Technology. Client has and acquires no interest in or right to use the Technology or any improvements thereto or modifications thereof except as expressly set forth herein. In all instances, Client's use of the Technology shall inure to Parkmobile's benefit. During the Term or at any time thereafter, Client shall not commit, or cause any third party to commit, any act challenging, contesting or impairing or attempting to impair Parkmobile's right, title and interest in and to the Technology or the validity thereof.

5.7 Trademark License & Branding.

(a) Each party ("licensor") grants the other party ("licensee") a personal, limited, non-exclusive, non-transferable, non-sublicensable, royalty-free, revocable license to use licensor's trademarks, trade names and logos (the "Marks") during the Term solely in connection with the Parkmobile Services as provided hereunder. Any such use by licensee is subject to and must be in accordance with licensor's guidelines (as updated from time to time) if and as provided by licensor to licensee. In addition, any use by licensee of licensor's Marks is subject to licensor's prior written (which includes email) approval. Client agrees to use commercially reasonable efforts to obtain for Parkmobile a license to use the Marks and photos or video assets associated with a Facility (including where Client is not the Facility owner) and any tenants of a Facility in connection with Parkmobile's marketing of the Parkmobile Services as available at such Facility. If Client cannot obtain such license(s), Parkmobile has no obligation to include or use such Marks in connection with the Parkmobile Services provided hereunder. Parkmobile reserves the right to change its name, branding and signage at any time during the Term.

(b) Licensee shall not make any use of licensor's Marks in a manner that dilutes, tarnishes or blurs the value of such Marks. Licensor owns all Marks and any and all goodwill associated with such Marks and all such goodwill and other propriety rights created by or resulting from licensee's use shall inure to the benefit of licensor.

5.8 Ownership of Intellectual Property. Client acknowledges and agrees that Parkmobile or its licensors are the owners of all right, title and interest in and to the Platform, User Data, the Technology, all deliverables created by Parkmobile hereunder, any other Parkmobile intellectual property and all appurtenant patent, copyright, trademark, trade secret and other intellectual property or proprietary rights associated with any of the foregoing. To the extent Parkmobile provides any deliverable to Client for its use hereunder (e.g. material for inclusion on a Client-hosted website to direct Users to a Site), Client is hereby granted a limited, revocable, non-sublicensable and personal right to use such deliverable solely during the Term in accordance with any instructions provided and solely in connection with the Parkmobile Services. The provision of any such deliverable to Client does not constitute a sale of such deliverable. Client shall not assign, sublicense, transfer, pledge, lease, rent or share any rights under the foregoing license to any third party unless expressly permitted in writing by Parkmobile. Client shall be fully responsible and liable for any use or misuse of the foregoing. Client further agrees that all deliverables shall be deemed Parkmobile Confidential Information.

5.9 Reservation of Rights. All rights not expressly granted to Client under this Agreement are reserved to Parkmobile. All intellectual property rights related to the Platform, including but not limited to the Parkmobile Services, as well as any additional services, software, technology or systems developed by Parkmobile, belong to Parkmobile.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

6.1 Representations and Warranties. Each of Parkmobile and Client hereby represents, warrants and covenants to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate, governmental or limited liability company action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement, perform its obligations and grant any licenses granted hereunder;

(d) It has all rights, titles and interests necessary to grant any licenses granted hereunder;

(e) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound, or any agreement with or obligation to a third party; and

(f) It at all times shall comply with applicable Law.

(g) Parkmobile warrants that the Parkmobile Services will comply with the Technology Documentation, and the Exhibits incorporated herein. Parkmobile represents and warrants that the Services as delivered to the Client and end-users does not infringe any copyright patent, trade secret, or other proprietary right held by any third part.

6.2 Disclaimer of Warranties. OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, NEITHER OF THE PARTIES MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY. PARKMOBILE GUARANTEES THAT IF PARKMOBILE CANNOT PROVIDE PAYMENT PROCESSING AS OUTLINED IN THIS AGREEMENT FOR THE CLIENT WHICH WOULD CAUSE A CANCELLATION OF THIS AGREEMENT BY THE CLIENT, PARKMOBILE WILL GUARANTEE ALL REFUNDS DUE TO THE END-USER WITHIN SIXTY (60) DAYS OF THE CANCELLATION OF THIS AGREEMENT. PARKMOBILE ALSO GUARANTEES THE CLIENT WILL RECEIVE RECONCILIATION OF ALL MONEYS COLLECTED BY PARKMOBILE AND DUE THE CLIENT WILL BE PAID UNDER THE PROVISIONS OUTLINED IN THIS AGREEMENT.

6.3 **Indemnification.**

(a) Parkmobile (an “**Indemnifying Party**”) shall indemnify, defend and hold harmless Client, its affiliates, and their respective successors, assigns, officers, directors, employees, and representatives (each a “**Client Indemnified Party**”) from and against any liability, damage, loss, cost, expense (including reasonable attorneys’ fees and expenses), claim, lien, demand, payment, suit, action, recovery and judgment of every nature and description (“**Claim**”) incurred by such Client Indemnified Party or made, brought or recovered against such Client Indemnified Party by a third party to the extent resulting from or arising out of: (i) the error, omission or other negligence or willful misconduct of Parkmobile or its employees, agents or contractors, (ii) the breach or inaccuracy of any of Parkmobile’s representations or warranties in this Agreement; (iii) the breach of any of Parkmobile’s covenants or agreements in this Agreement; or (iv) any violations of Law by Parkmobile or its employees, agents or contractors in performing its obligations in connection with this Agreement. The duty to defend is separate from the duty to indemnify.

(b) If the Indemnified Party seeks indemnification under this Section 6.3, it shall promptly notify the Indemnifying Party of the Claim and allow the Indemnifying Party a reasonable opportunity to exercise control over defense and settlement of the Claim using Indemnifying Party’s counsel. Provided the Indemnifying Party actively assumes control of defense, its indemnification obligations shall not apply to amounts paid in settlement entered into without the Indemnifying Party’s consent which will not be unreasonably withheld or delayed. The Indemnifying Party shall not settle or consent to a judgment that materially and adversely affects the rights or interests of the Indemnified Party, requires the Indemnified Party to admit liability of any kind or imposes obligations on the Indemnified Party, without the prior express written consent of the Indemnified Party which will not be unreasonably withheld or delayed. The Indemnified Party and its employees and agents shall cooperate with the Indemnifying Party in its investigation and defense at the Indemnifying Party’s expense.

6.4 Limitation of Liability. WITH THE EXCEPTION OF THE INDEMNIFICATION PROVISIONS OF SECTION 6.3 AND BREACH OF CONFIDENTIALITY OF PERSONAL INFORMATION THE AGGREGATE LIABILITY OF PARKMOBILE FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE IS BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT EARNED BY PARKMOBILE IN CONNECTION WITH THE PARKMOBILE SERVICES HEREUNDER. EACH PARTY HERETO AGREES THAT EACH OTHER PARTY SHALL NOT BE LIABLE TO SUCH PARTY OR ANYONE ACTING THROUGH SUCH PARTY UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Notwithstanding the foregoing, the Client does not explicitly or impliedly waive its rights to the privileges, rights, immunities, or limitations of liability provided in Section 768.28, Florida Statutes, or any other statutory limitations provided for in Florida Statutes.

ARTICLE 7 MISCELLANEOUS

7.1 Force Majeure. Neither party shall be liable for failure or delay in performance of its obligations under this Agreement to the extent such failure or delay is caused by an act of God, act of a public enemy, war or national emergency, rebellion, insurrection, riot, epidemic, quarantine restriction, fire, flood, explosion, storm, earthquake, interruption in the supply of electricity, power or energy, terrorist attack, labor dispute or disruption, or other event beyond the reasonable control of such party and without the fault of or negligence by such party (each, a "Force Majeure Event"). If a party's performance under this Agreement is affected by a Force Majeure Event, such party shall give prompt written notice of such event to the other party, stating the date and extent of such suspension and the cause thereof, and shall at all times use commercially reasonable efforts to mitigate the impact of the Force Majeure Event on its performance under this Agreement; provided, that such party shall take measures to overcome the condition that are consistent in all material respects with the measures taken in connection with such party's business. The parties shall promptly confer, in good faith, on what action may be taken to minimize the impact, on both parties, of such condition. In the event of a Force Majeure Event that affects either or both parties' ability to perform under this Agreement, the parties agree to cooperate in good faith to resume the affected services as soon as commercially possible to the extent commercially reasonable.

7.2 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered (a) in person; (b) by any national overnight courier or other service providing evidence of delivery, or by registered or certified mail (postage prepaid, return receipt requested); or (c) by facsimile with a copy delivered the next business day by any overnight courier or other service providing evidence of delivery, to the respective parties at the following addresses:

To Parkmobile:	Parkmobile, LLC 1100 Spring Street NW, Suite 200 Atlanta, Georgia 30309 Attention: Legal Department Telephone: (770) 818-9036 Email: legal@parkmobile.io
To Client:	City of Tampa, Florida Parking Division 107 N Franklin St. Tampa, FL 33602 Attention: Fed Revolte, Parking Division Manager Telephone: (813) 274-8179 Email: fed.revolte@tampagov.net

or to such other address (or fax number, if applicable) as the party to whom notice is given may have previously furnished to the other in writing in the manner set forth above (provided that notice of any change of address or fax number shall be effective only upon receipt thereof).

7.3 Independent Contractors. Except as expressly set forth herein, the parties are independent contractors under this Agreement, which shall not be construed to create any employment relationship, partnership, joint venture, or franchisor-franchisee or agency relationship, or to authorize any party to enter into any commitment or agreement binding on the other party except as expressly stated herein. The parties have no authority to make statements, warranties, or representations or to create any liabilities on behalf of the other.

7.4 Entire Agreement. This Agreement and the documents and schedules referred to herein contain the complete agreement between the parties hereto and supersede any prior understandings, agreements or representations by or between the parties, written or oral, with respect to the subject matter hereof.

7.5 Amendment and Waiver. The parties hereto may not amend or modify this Agreement or waive any provision, default or breach hereunder, except as may be agreed upon in a written instrument executed by both parties.

7.6 Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Client without the prior written consent of Parkmobile (which consent shall not be unreasonably withheld or delayed). Parkmobile may assign, with written notification to Client, its rights, interests or obligations under this Agreement without the consent of Client to (i) any affiliate of Parkmobile; (ii) any lender to Parkmobile or its affiliates as security for borrowings, and (iii) any purchaser of a majority interest in or assets of Parkmobile. If any assignment by Parkmobile requires Client's consent, such consent will not be unreasonably withheld or delayed by Client.

7.7 Third-Party Beneficiaries. The parties to this Agreement do not intend this Agreement to benefit or create any right or cause of action in or on behalf of any person or entity other than Parkmobile and Client.

7.8 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.9 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Jurisdiction and venue shall be exclusively found in a court of competent jurisdiction located in Hillsborough County, Florida or the Federal District Court for the Middle District of Florida, as appropriate.

7.10 INTENTIONALLY LEFT BLANK.

7.11 No Strict Construction; Headings. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. The headings used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.12 Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be executed and delivered by facsimile or other electronic transmission.

7.13 Survival. The parties' obligations under the following Agreement provisions will survive the expiration or termination of the Agreement: Sections 2.7, 4.3, 5.1, 5.3, 5.4, 5.7(b), 5.9, 6.2, and 6.4; Article 7; and any indemnification, defense and hold harmless obligations herein, including in Section 6.3 and Schedule 1, as applicable.

7.14 Florida Public Records Law. In accordance with Chapter 119, Florida Statutes, and, except as maybe provided by other applicable State and Federal laws, Parkmobile acknowledges and agrees that all Contract Documents and any related materials are in the public domain and are available for public inspection, with the exception of any documents/materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law. Parkmobile is aware that the designation of an item as exempt from public disclosure by Parkmobile may be challenged in court by any person or entity. Parkmobile acknowledges and agrees that, by designating items as exempt from public disclosure, Parkmobile agrees to defend the Client (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Parkmobile's designation of material as exempt from public disclosure and to hold harmless the Client (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the Client by reason of any claim or action related to Parkmobile's designation of material as exempt from public disclosure.

7.15. Schedules, Addenda and Exhibits. This Parking Services Agreement and the Schedules, Addenda and Exhibits incorporated into and made part of the Agreement shall, to the extent possible, be interpreted as consistent among each other. If there is any inconsistent provision, the terms and conditions of this Parking Services Agreement shall have precedence over the Schedules, Addenda and Exhibits', and the Schedules Addenda and Exhibits shall have precedence in the order of priority listed below, with Schedule 1 having the highest priority among the aforementioned documents.

Schedule 1 – On Demand Parking Services

Schedule 2 – Service Levels

Schedule 3 – On Demand Parking Service Fees

Schedule 4 – Client Electronic Funds Authorization Form Banking Information

Schedule 5 – PM360 as a Platform Service

Exhibit 1- Parkmobile Responses to RFP # 21111220 inclusive of Best and Final Offer (in the latest date order)

Exhibit 2 – RFP # 21111220 Addendum 4 through 1 and attachments (in the latest date order)

Exhibit 3 – RFP #21111220 and its Attachments

Signatures on following page

IN WITNESS WHEREOF, this Parking Services Agreement has been executed as of the day and year first above written.

ATTEST:

Shirley Joxx-Knowles

(SEAL) CITY CLERK/DEPUTY CITY CLERK



CITY OF TAMPA

By: Jane Castor

JANE CASTOR, MAYOR

APPROVED AS TO FORM:

Marcella Hamilton

Marcella Hamilton / Apr 9, 2022 09:43 EDT

MARCELLA T. HAMILTON
ASSISTANT CITY ATTORNEY

NAME OF CONTRACTOR

PARKMOBILE, . LLC

CONTRACTOR

BY: Tony Stewart

BY: Tony Stewart

TYPE OR PRINT

ATTEST:

TITLE: Vice President

(SEAL) CORPORATE SECRETARY

(Pres., V-Pres., Partner, Owner, Manager)

Corporation ☐

Partnership ☐

LLC ☒

Individual ☐

SCHEDULE 1

ON DEMAND PARKING SERVICES

Parkmobile offers a service to User's that facilitates the activation of and payment for on-demand parking using Parkmobile's Platform ("On-Demand Parking"). Parkmobile charges certain fees in connection with On-Demand Parking as shown in Schedule 3.

Parkmobile accepts several electronic payment methods from Users in connection with On-Demand Parking:

- a. Parkmobile accepts traditional credit card payments from Visa, MasterCard, Discover, and American Express (collectively, "Traditional Payment Methods").
- b. Parkmobile also accept Emerging Payment Methods. "Emerging Payment Methods" are alternative payment methods offered in addition to the Traditional Payment Methods and generally offer the use of virtual account-based membership profiles that a User can utilize to transact purchases based upon the User's individual payment preferences. Examples of Emerging Payments Methods include PayPal, Parkmobile's Stored Value Wallet, Android Pay, Samsung Pay, ACH, and ApplePay.

Users may begin and, if applicable, end a parking Transaction in a variety of ways: (1) visiting www.parkmobile.io; (2) calling Parkmobile's IVR System, or (3) using the Application. In order to register with Parkmobile and begin a parking session, end users simply provide Parkmobile with the information required by Parkmobile to create an account, including payment method information and license plate number. Credit card information is stored in a secure, PCI Level 1 compliant environment. Thereafter, subsequent parking sessions only require the User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Parkmobile database via a web service offering, provided as part of the Parkmobile Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant ("PDA").

Parkmobile does not provide or pay for Client's use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Parkmobile Services.

At their option, Users will receive parking alert services from Parkmobile via SMS, Application push notification or email. The User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

Users can use On-Demand Parking anywhere the Parkmobile Services are available.

All parking charges are automatically charged to the User's payment method, and Users have real time access to an online account-based personal page accessible from www.parkmobile.io to access and print parking history, receipts, and statements.

RESERVATIONS PARKING SERVICES

Services

- Parkmobile shall provide Client with the Parkmobile Services for use with the Facility, which, at a minimum, will include promoting the use of the Facility through the Site and Application and allowing Users to procure Parking Permits.
- For each Facility that the parties agree to on-board, Parkmobile shall make Client's Inventory available for sale through the Platform and shall market and advertise such availability. The number of parking spaces and corresponding reservation periods and parking rates making up the Inventory shall be specified by Client and may be altered by Client at any time for unreserved Inventory.
- Parkmobile will provide customer service in connection with the Parkmobile Services so Users who experience problems or have questions may call a toll-free number for customer assistance.
- Parkmobile shall not be responsible for the condition or operation of the Facilities, including, but not limited to, the operation of third-party hardware and software-based solutions used by Client at the Facilities or for the delivery and or fulfillment of parking or other services at the Facility.

Responsibilities of Client.

- In order for Parkmobile to provide Parking Permits, Client shall maintain an agreed upon number of parking spaces or transportation services at the Facility which shall be maintained at all times unless Parkmobile is notified otherwise in writing by Client.
- If access to the Facility is denied for any reason other than a User's error or failure to abide by Client's rules and regulations, Client agrees to forfeit its share of the applicable Parking Fee and authorizes Parkmobile to refund the entire Parking Fee to the User. If access to the Facility is denied because of a User's error or failure to abide by Client's rules and regulations, no Parking Fees will be refunded to the User.

Client assumes all liability for the Facility(ies), its contractors and employees and the operation of its business

SCHEDULE 2

SERVICE LEVELS

1. **Operation, Management and Maintenance of the Parkmobile Services.** Parkmobile uses commercially reasonable efforts to perform maintenance on the Parkmobile Services outside of Client's business hours. However, circumstances may require maintenance during business hours and in such situations, Parkmobile will endeavor to provide Client at least forth-eight (48) hours advance notice of such maintenance although such notice may not be possible for emergency maintenance. Parkmobile makes a daily backup of Parkmobile Services data which data Parkmobile retains for up to three (3) months.
2. **Disaster Recovery.** Parkmobile will provide disaster recovery capabilities for the Parkmobile Services that meets the following Recovery Point (RPO) and Recovery Time (RTO) Objectives:
 - RPO = Real Time (0 hours)
 - RTO = 24 hours
3. **System Availability.** Parkmobile will provide the following weekday and weekend Agreed Service Times (AST) and respective availability requirements for the Production environment.
 - 7 AM – 7 PM availability is 99.95%
 - 7 PM – 7 AM availability is 99.3%

Availability shall be measured by calendar month using Parkmobile's point-of-presence on the commercial Internet.

Availability Calculation: Calculated as the quotient of Total Hours System Actually Available during AST divided by the Total Possible AST Hours for Month. Scheduled outage minutes will be subtracted from total available minutes to calculate monthly system availability when the scheduled outage is conducted during off peak hours (i.e., 9pm to 5am). The outage should be scheduled at least 7 days in advance relating to application upgrades.

4. **Errors and Interruptions.** When an error or interruption occurs in the Parkmobile Services, whichever party identifies the error or interruption promptly will inform the other party. Parkmobile will confirm its receipt of any Client notification in writing which may be by email. Parkmobile will work diligently to identify and resolve the error or interruption. If Client and Parkmobile disagree regarding whether an error or interruption has occurred or been resolved, Client and Parkmobile shall discuss in good faith and attempt to reach a mutual resolution of the issue.

5. **Credentials.** Parkmobile shall provide Client with user names and passwords to access the Parkmobile Services. Client agrees to protect the confidentiality of such user names and passwords and shall be liable for all activity under such accounts. Client shall ensure that only authorized Client personnel are issued and use the Parkmobile user names and passwords and that such user names and passwords are not shared. An up-to-date list of all such authorized personnel must be kept by Client and Client must notify Parkmobile to terminate access of any such authorized personnel whose engagement or employment is terminated or who no longer carries out tasks in connection with the Parkmobile Services for which access to the Parkmobile Services is necessary.

6. **Reports.** Parkmobile shall provide the following information to Client:

- a) Unique Transaction ID
- b) Transaction Date/Time
- c) Parking Session Start Date/Time
- d) Parking Session End Date/Time
- e) Total Price Charged to End User
- f) Price Breakdown (where applicable)
 - i) Parking Fee
 - ii) Service Fee
 - iii) Discount Amount
 - iv) Total Paid
- g) Payment Method

SCHEDULE 3

ON DEMAND PARKING SERVICES FEES

1. User Fee.

OPTION 1: If Parkmobile is the exclusive provider of electronic payment on-demand parking services for Client, Parkmobile shall charge the User a User Fee, which will be determined based upon the User's then-current membership level, per Transaction. Client will be entitled to receive a portion of the User Fee from each Transaction ("OD Revenue Share"), which will be deducted from the User Fee collected from the User for the applicable Transaction.

Membership Level	User Fee	OD Revenue Share
Basic User	\$0.35	\$0.15
Basic User: Gated	\$0.35	\$0.15
Basic User: GPay	\$0.35	\$0.15
Basic User: Text to Park	\$0.35	\$0.15
Basic User: Wallet	\$0.35	\$0.15
ParkMobile Pro User	\$0.30	\$0.10
ParkMobile for Business User	\$0.30	\$0.10

User Fees do not include any merchant processing or other third-party fees.

OPTION 2: If Parkmobile is not the exclusive provider of electronic payment on-demand parking services for Client, the User Fees and OD Revenue Share amounts set forth above do not apply. Alternatively, Parkmobile shall charge the User a User Fee per Transaction, which will be determined in Parkmobile's sole discretion and may vary. User Fees do not include any merchant processing or other third-party fees. Client may be entitled to receive a portion of the User Fee from each Transaction, which will be calculated based upon the total number of On-Demand Parking Transactions completed during the calendar year.

Tier Level	Volume	Revenue Share
Tier 1	0 – 500,000 annual transactions	\$0.10
Tier 2	500,001 – 1,000,000 annual transactions	\$0.15
Tier 3	Over 1,000,000 annual transactions	\$0.18

For illustrative purposes only, if Client selects Option 2 and there are 2,000,000 On-Demand Parking Transactions during a calendar year, Client will be entitled to a revenue share of \$305,000.00.

2. Processing Fees.

Traditional Payment Method Client is the MOR and responsible for all payment processing and related fees. Parkmobile has the ability to pass real time authorized debit/credit card transactions to Client using one of Parkmobile's fully integrated processing partners to fund all remittance directly into Client's account. If Client elects to use a processing partner with which Parkmobile is not integrated, then Parkmobile will pass real time

debit/credit card transactions via a gateway solution at an additional cost to Client of \$.05 per authorized Transaction. Parkmobile will invoice Client monthly for User Fees and any additional charges assessed on each Transaction during the applicable month.

- **Emerging Payments Fees.** Parkmobile will collect the Total Price for each Emerging Payment Method Transaction and pay Client the Emerging Parking Revenue in accordance with Parkmobile's standard settlement procedures.

3. **Other Terms and Conditions.**

- **Signage.** Parkmobile will be responsible for the cost of standard signage for the initial deployment and subsequent expansions of Client's use of the Parkmobile Services. Client will be responsible for all installation of signage and any related costs, and for the cost of custom signage and its installation.
- **Stickers.** Parkmobile will be responsible for the cost for initial standard stickers. Client will be responsible for all installation of stickers and any related costs.
- **Standard Marketing.** The cost of the marketing included in Parkmobile's standard marketing program will be borne by Parkmobile.
- **Administrative Portal.** ParkMobile will provide Client with access to the ParkMobile 360 Administrative Portal.
- **Additional Services.** At the request of Client and upon the written agreement of the parties, Parkmobile may provide the following development activities and additional services for a fee(s) to be determined by Parkmobile:
 1. Customized Reporting
 2. Integration to Client requested third parties (for whom Client will be fully responsible)
 3. Citation or Enforcement support
 4. Replacement Signage or Stickers
 5. Additional Training

RESERVATION PARKING SERVICES FEES

Fees. Parkmobile shall charge Users the following fees in connection with the Parkmobile Services.

Transaction Type	Service Fee
Reservation less than \$10.00	\$1.00
Reservation greater than or equal to \$10.00	10% of Parking Fee
Season Ticket Package	10% of Parking Fee (\$20 minimum)
"No-Charge" Parking	\$1.00

Client will not be entitled to receive a revenue share payment for reservation Transactions.

Included Services. ParkMobile will provide its basic reservation set up that includes, but may not be limited to, location programming, Parking Permit creation, integration into Parkmobile's existing third-party partners, and merchant processing and Transaction testing. Parkmobile will include Client's Facility(ies) on all Parkmobile internal sales channels including the Parkmobile branded Application and ParkNow and ParkMobile branded Sites. In addition, Parkmobile will provide Client with access to Parkmobile's Manager Tool at no additional charge. Parkmobile does not charge integration fees for integration with third-party partners with which the Parkmobile Services currently are integrated. Any fees charged to Parkmobile by other additional third parties in connection with integration are the sole responsibility of Client, and Client will be responsible for the actions and inactions of such third parties.

Taxes. If Client provides Parkmobile with applicable tax rates, Parkmobile will charge Users applicable taxes and remit such amounts to Client. Client is solely responsible and liable for remitting taxes, other governmental fees or surcharges on Parking Fees to the appropriate governmental agency.

Merchant of Record. The parties hereby agree to the MOR selection below. If Parkmobile is the MOR, then Parkmobile pays payment processing and related fees and charges Client the amount referenced below. If Client is the MOR, then Client is responsible for payment of such payment processing and related fees.

Merchant of Record ("MOR") Selection			
Choose One			
☐	Parkmobile is MOR	Parkmobile charges Client \$0.15 + 3% of the Total Price per Transaction	
☐	Client is MOR	Client responsible for all payment processing and related fees	

Additional Services. ParkMobile may provide Client with access to an iOS scanning application at no additional charge for use in enforcement and validation. Client is responsible for the mobile devices and data plans necessary for the use of the scanning application. At the request of Client and upon the written agreement of the parties, Parkmobile may provide the following additional services for a fee(s) to be determined by Parkmobile: (a) white-labeled web experience and Application, (b) on-site Client support, and (c) standard ParkMobile marketing launch.

SCHEDULE 4

CLIENT ELECTRONIC FUNDS AUTHORIZATION FORM BANKING INFORMATION

This form authorizes Parkmobile, LLC to make payment to a business electronically. All payments will be paid in the account designated by the voided check or bank letter attached to this form. It is the responsibility of Client to notify ParkMobile of any changes pertinent to electronic payments, such as changes in banking information or email address.

PAYEE/CLIENT INFORMATION

CLIENT NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE NUMBER:
PRIMARY FINANCE CONTACT EMAIL:
SECONDARY FINANCE CONTACT EMAIL:
SIGNATURE & TITLE OF AUTHORIZED OFFICIAL:

FINANCIAL INSTITUTION INFORMATION

BANK NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE:
EMAIL:
NINE DIGIT ROUTING TRANSIT NUMBER:
DEPOSITOR ACCOUNT TITLE:
DEPOSITOR ACCOUNT NUMBER:
TYPE OF ACCOUNT:
PLEASE BE SURE TO ATTACH A VOIDED CHECK OR BANK LETTER TO VERIFY THE ABOVE ACCOUNT INFORMATION

This form authorizes Parkmobile, LLC to send credit entries and appropriate debit and adjustment entries electronically or by any other commercially accepted method to the account indicated above and to other accounts specified by Client in the future (collectively, the "Account"). This form authorizes the financial institution holding the Account to post all such entries. This authorization will be in effect until Parkmobile receives a written termination notice from Client and has a reasonable opportunity to act on it.

SCHEDULE 5

PM360 AS A PLATFORM SERVICES

Client may elect to utilize the PM360 as a Platform service to manage the rates and policies of multiple mobile parking providers in a single back-office solution. There are no additional costs to the City to utilize this solution; however, each Third-Party Service Provider must pay \$0.10 per transaction ("TP Service Fee"). Client will be entitled to receive a revenue share of \$0.02 for each transaction (excluding Transactions made through the Parkmobile Services) processed through PM360 as a Platform, which will be deducted from the TP Service Fee.

If Client elects to utilize PM360 as a Platform, the following terms will apply:

The parties recognize that the provision of the PM360 as a Platform Services is dependent upon cooperation of Client's Third-Party Service Providers, which is outside of Parkmobile's control. Client agrees that it will assist Parkmobile in obtaining all information reasonably necessary from each Third-Party Service Provider to enable and maintain its integration with the PM360 as a Platform Services. This includes, but is not limited to, ensuring the Third-Party Service Provider satisfactorily and timely completes all steps necessary to enable and maintain the integration, as reasonably determined by Parkmobile.

Client agrees to require each of its current Third-Party Service Providers to successfully integrate with the PM360 as a Platform Services within thirty (30) days, including the Third-Party Service Provider's execution of ParkMobile's standard integration agreement which will incorporate the fee schedule set forth above. If Client contracts with any new Third-Party Service Provider during the Term, Client agrees to require each Third-Party Service Provider to successfully integrate with the PM360 as a Platform Services (including the execution of ParkMobile's standard integration agreement which will incorporate the fee schedule set forth above) before it makes its services available to the public.

For each Third-Party Service Provider, Parkmobile agrees that it will use commercially reasonable efforts to enable an integration with the Third-Party System and the PM360 as a Platform Services. In its sole discretion, Parkmobile may satisfy the foregoing by either: (i) providing Third-Party Service Provider with access to the applicable application programming interface(s) ("Parkmobile API"), along with necessary documentation; or (ii) developing an application integration with Third-Party System ("Custom Integration").

For purposes of this Schedule, "Third-Party Service Provider" means any person or entity, other than Parkmobile and its employees, that provides Client with parking-related services and that Client wishes to integrate with the PM360 as a Platform Service; and "Third-Party System" means separate services or applications provided by a Third-Party Service Provider that can be used in connection with the PM360 as a Platform Service using Parkmobile's API or a Custom Integration, including, but not limited to: access control devices, parking enforcement, parking meters, parking permits, pay stations, and/or mobile parking applications.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1688

Agenda Date: 1/24/2023

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 Resolution No. 2022/141 to approve and accept the best and final offer from ABB, Inc. in the amount of \$435,878.00 for the sole source purchase of main generator automatic switchgear upgrades for water plant operations to be partially funded from American Rescue Plan Act (ARPA) Funding; authorizing execution of a purchase agreement with ABB, Inc.; providing for execution, conflicts and an effective date. (Fund from Account #413-5020-533-60-31 - Automatic Transfer Switch (ARP41327))

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs:\$435,878.00

Account Name: Automatic Transfer Switch (ARP41327)

Account Number:413-5020-533-6031

Background/History

The Main Switchgear at the Water Treatment Plant transfers power between the Emergency Generator and FPL and is manufactured by GE. The Main Switchgear has reached the end of its useful life and parts have become obsolete. The proposal is to replace all the antiquated relays, breakers and timers with ABB Programmable logic Controllers (PLC), which is industrial software that is compatible with our current power transfer system. The PLC will be integrated into our existing system providing us with a reliable method of operating and monitoring the Emergency Generator power distribution. It also gives us access to control and monitor remotely, thus eliminating the need to have staff enter the elements of a storm to get to the Generator Building. ABB has done all the preventative maintenance, emergency repairs, and service on the GE switchgear since its inception back in the year 2000. Other brands create additional costs, downtime, and modifications because they do not integrate into the existing system panels. In July 2022, the Purchasing and Contract Administration Division was contacted by Environmental Services Staff to issue a Sole Source Public Notification for Main Generator Switchgear Upgrades for Water Plant Operations with the American Rescue Plan Act (ARPA) funding, in accordance with the City's procurement code requirements and Federal requirements. The Purchasing and Contract Administration issued Sole Source Public Notification #22-31-PC.

Details of the Sole Source process are as follows:

- On July 1, 2022, the Sole Source Public Notification was advertised for twenty-one (21) days and issued to two hundred fifty-five (255) vendors via the e-Procurement Marketplace.
- Four (4) vendors viewed the documents of the Sole Source Notification.

- On July 22, 2022 at 4:00 p.m. EST, responses to the Sole Source Notification were due. No responsive responses were received.

On August 16, 2022, the City Commission approved a resolution to approve the transfer switch upgrades in the amount of \$355,017.00. to ABB Inc., the sole authorized vendor for the transfer switch.

Current Activity

Following the City Commission's approval on August 16, 2022, city staff was notified by ABB Inc. that the electrical components and PLC in the original proposal were being discontinued by the manufacturer and ABB would no longer be able to provide this specific transfer switch solution. Following notification of the discontinuation of the electrical components, city staff requested an updated proposal for the transfer switch upgrades to include the most relevant and up-to-date transfer switch components. On December 16, 2022, ABB Inc. issued a Best and Final Offer to the City's procurement department for the amount of \$435,878.00. This project is partially funded with ARPA direct funds up to \$200,000. The balance of funding is available from project savings in the Utilities Capital Fund 4135020-5336031.

Recommendation

It is recommended that the City Commission approve the increased cost of the automatic transfer switch and continue utilizing the option of a sole source purchase in accordance with the City's Procurement Code, Section 38-116, Item 3(c)ii for the main generator switchgear upgrades for water plant operations.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING RESOLUTION NO. 2022/141 TO APPROVE AND ACCEPT THE BEST AND FINAL OFFER FROM ABB, INC. IN THE AMOUNT OF \$435,878.00 FOR THE SOLE SOURCE PURCHASE OF MAIN GENERATOR AUTOMATIC SWITCHGEAR UPGRADES FOR WATER PLANT OPERATIONS TO BE PARTIALLY FUNDED FROM AMERICAN RESCUE PLAN ACT (ARPA) FUNDING; AUTHORIZING EXECUTION OF A PURCHASE AGREEMENT WITH ABB, INC.; PROVIDING FOR EXECUTION, CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, on August 16, 2022, the City Commission adopted Resolution No. 2022/141, which authorized the sole source purchase of main generator automatic switchgear parts and equipment for its water plant operations needs from ABB, Inc. (“ABB”) in the amount of \$355,017.00 and the execution of an agreement; and

WHEREAS, subsequent to City Commission approval and prior to execution of an agreement, City staff was notified by ABB that the electrical components and Programmable Logic Controllers (PLC) set forth in the original proposal were being discontinued by the manufacturer and ABB would no longer be able to provide this specific switch solution; and

WHEREAS, based upon ABB’s notification, City staff requested an updated proposal for the transfer switch upgrades to include the most relevant and up-to-date transfer switch components; and

WHEREAS, on December 16, 2022, ABB provided the City with its best and final offer for the required parts and equipment in the amount of \$435,878.00; and

WHEREAS, due to this change in circumstances, it is necessary to amend Resolution No. 2022/141 to reflect the updated cost of \$435,878.00 for purchase of the main generator automatic switchgear upgrades from ABB (the “Purchase”) and execution of an agreement for the Purchase; and

WHEREAS, Section 38-116(3)(c) of the City’s Procurement Code allows for the direct acquisition of goods or services that are available from only one source without utilizing the sealed competitive method or written quotation methods; and

WHEREAS, the City Commission finds that it is in the best interest of the City to authorize the Purchase and to authorize the City Manager or designee to execute any appropriate documents necessary to effectuate the Purchase.

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. Resolution No. 2022/141 is hereby amended to reflect the change in the Purchase cost from \$355,017.00 to \$435,878.00, consistent with ABB’s best and final offer.

Section 3. The City Commission hereby authorizes the sole source Purchase of Main Generator Automatic Switchgear Upgrades for the City’s water plant operations from ABB, Inc. in the amount of \$435,878.00.

Section 4. The City Manager is authorized to execute the necessary documents to effectuate the purchase, provided the terms are acceptable to the City Manager and approved as to legal sufficiency by the City Attorney.

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

Section 6. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, ASSISTANT CITY CLERK



ABB Inc.

305 Gregson Drive
Cary, NC 27511
USA

T + 877-546-3243

Date: December 16, 2022

Re: City of Deerfield Beach West WTP
Deerfield Beach, FL

On behalf of ABB, we are pleased to offer the following proposal BT-082422-R2, for products and startup services in support of the above project.

This proposal describes our ABB Energy Commander Product applied for control and operation of the following existing equipment:

A. Main-Tie-Main Switchgear "AKD8 SWGR"

- Application: Main-Tie-Main
- Sequence of operation (SOO): Open – Refer to customer's provided high level SOO below
- Existing equipment table: Refer to Fig-1 for more detail

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INSTALLATION NO. : UT/BD/42

Observation:
E = Electrically Operated
M = Manually Operated

B. Generators and Switchgear – provided by others

- Application: Standby
- Sequence of operation (SOO): Synchronizing and paralleling of existing generators are provided by current system provider (others)



C. New scope of works: Existing MTM controls are based on hardwired relay logics. The new system provides automatic and manual MTM Sequence of Operation

1. Standalone ATC control cabinet, 95" H x 36" W x 30" D – front accessible
2. Incorporating PLC and HMI with manual control switches
3. High level SOO - MTM per Customer's provided sequences and brief description below:

a) Single utility source failure:

- 1) Opens affected main breaker and close tie breaker
- 2) Do not start generator(s)
- 3) Affected utility returns: Open Tie Braker and Close Main after programmable adjustable time delay

b) Both utility sources failure:

- 1) Open M1 and M2 after adjustable time delay from HMI
- 2) Closes Tie Breaker
- 3) Send starts signals (utilize SR850) to both generators
- 4) FYI: Keep in mind all 16 (future included) are all manually operated. Load controls (add/shed) of these breakers are not possible automatically. The operator may have to manually open non-priority breakers
- 5) 1st generator reaches proper operating parameter will close to dead bus (controls by others)
- 6) 2nd generator reaches proper operating parameters will synchronize and close to live bus (controls by others)
- 7) 16 field programmable load controls are included, however, it's up to customer to use and connect them to appropriate loads

8) Utility sources return:

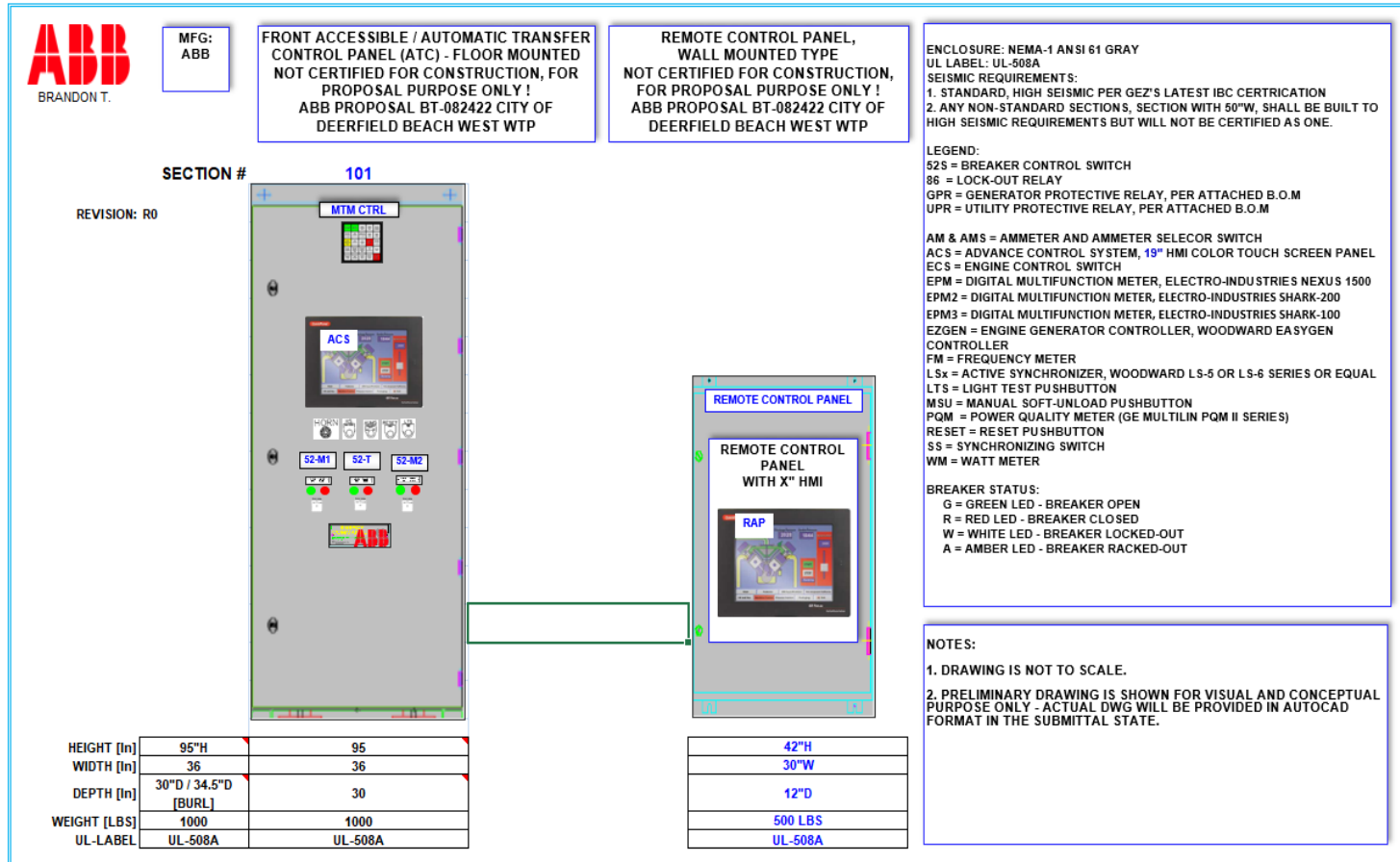
1. ATC: After adjustable re-transfer time delay (currently set at 15 minutes)
2. Remove generator start signals (existing control system opens generator breakers)
3. ATC system opens tie breaker
4. ATC system closes respective main breaker after adjustable time delay feeding loads connected to BUS 1 and BUS 2
5. Others: Generator(s) cooldown with adjustable cooldown delay timer and be ready on standby mode

c) High Level Test Sequences:

- 1) Simulate loss of M1 (transfer loads to M2): Opens M1 Breaker & Close Tie Breaker
- 2) Simulate loss of M2 (transfer loads to M1): Opens M2 Breaker & Close Tie Breaker
- 3) Simulate loss of both M1 & M2: Same sequence describes in Par 3.b applied



Fig-2, Preliminary Front View Drawings





The commercial offering proposal consists of the following major sections:

- I. Section I: Project Milestones
- II. Section II, Proposal Summary, gives a brief description of the supplied documentation, start-up summary and pricing.
- III. Section III: General Notes contains notes common to the manufacture and delivery of the paralleling switchgear equipment per ABB Terms and Conditions
- IV. Section IV: Outline drawing gives a preliminary sketch of the lineup, including weights and dimensions.
- V. Section V: Specification Notes gives clarification to ABB's scope of supply.
- VI. Section VI: Bill of Material

All equipment will be built using ABB components and ISO 9001 manufacturing methods, which meet or exceed the functional intent of the applicable project specification(s) and contract drawing(s).

1. Applicable specification(s):

1. Section(s): Per SOO described above and provided by customer
2. R1 8-31-22: Adding 1 x 15" Remote Wall-mounted control panel, duplicated of main HMI functionalities
3. R1A 9-6-22: Change Rx3i PLC to Versmax PLC & Provide 8 field programmable load add/shed instead of 16's
4. R2 – 12/16/22 Refresh quote

2. Applicable contract drawings:

1. Contract drawings: Existing drawings provided by ABB Service Team for AKD8 lineup
2. Design build (DB): Yes

3. Engine-generator information: Not in ABB's Scopes

1. Existing engine-generator(s): 2 (w/ built-in synchronizing and paralleling controls)
2. Make and model: To be determined and provided during submittal stage
3. Rate capacity: _____ kW @ 0.8PF
4. Low voltage: 480V/277V
5. Other parameters: 3-Phase, 4 Wire, 60Hz
6. Low voltage generator grounding: Solidly grounded



I. Project's milestone (for quoting purpose):

1. Proposal date: Listed above
2. PO date: TBA (To Be Advised)
3. Record submittal:
 - a. Low Voltage Application: 4 ~ 5 Weeks upon acceptance of clean purchase order.

In case of PSG, all required engine and accessory interface information, as set forth in the Request for Information (RFI) form, is to be provided upon receipt of order. Communication RFI, cable schedule/cable entry location, and/or, floor plan detail (if available) is required prior to starting submittal process.

4. Review by consulting engineer/Owner: 2 ~ 4 Weeks
5. Design freeze period: + 1W
6. Release for manufacturing (RFM) date: TBA
7. Approximate lead-time: 36 ~ 38 Weeks. Please note the actual lead-time is predicated upon factory's load at the time of RFM
8. Factory witness test: Add 1~2 working days (Note: Impact to overall Project's schedule, add 1W]
9. Transportation to jobsite: Add 3~5 days (domestic shipment w/in U.S 48 contiguous states)

10. Consideration on 2019-nCoV (Coronavirus Outbreak)

If after submission of ABB's bid or during the term of the agreement there are any measures taken by authorities, by ABB or others in connection with the current coronavirus (2019-nCoV) outbreak which affect the performance of the agreement, the parties agree that ABB will be entitled to cost compensation, time extension, or other reasonably required contract adjustments if any consequences in any way related to the coronavirus outbreak lead to delays in delivery of goods or provision of services or otherwise affect ABB's contractual obligations or duties.

Thank you for the opportunity to be of service. We look forward to working with you further on this very important project.

Yours truly,
ABB Inc.,

Brandon V. Tao

Technical Proposal Mgr.

cc: Robert Jacobs, Regional Sales Mgr.
Alberto Ardavin, NA Power Switching Dir.
Earl Devenport, Field Service Mgr.



II. Proposal Summary:

A. Equipment – Per attached bill-of-materials described in Paragraph VI:

1. 1 – Main-Tie-Main Control Cabinet with 15” HMI
2. R1 8-31-22 / 1 – Remote Monitor and Control Panel with 15” HMI
3. R1A 9-6-22 / Change Rx3i PLC to Versamax PLC & Provide 8 field programmable load add/shed

B. Documentation & Miscellaneous:

1. Number of submittal copies: electronic copies in PDF format
2. Number of O&M manual copies: electronic copies in PDF format
3. Factory witness test procedures: electronic copies in PDF format
4. Certified factory test report: electronic copies in PDF format

C. Start-up: Startup supports to be provided by ABB Service Team

D. Warranty & PM:

1. Factory warranty:
 - a. ABB warrants the equipment against all defective parts and workmanship for a period of one year(s) from the date of start-up completion (not to exceed 18 months from date of shipment).
 - b. For these purposes, date of start-up is defined as the date when an ABB authorized service technician starts up the equipment and certifies that it is in proper working order in relation to demands of the job.
 - c. All warranty and liability claims are subject to the attached terms and conditions.
2. Extended warranty: If extended warranty is required the equipment must have routine maintenance procedures performed on a regular basis – annual preventative maintenance (PM) is recommended. Annual PM is to be performed by ABB’s authorized service technician – contact ABB’s representative, and/or, refer to “Pricing Schedule” below for price adder.
3. International project(s): Warranty response time for phone support is general 4 to 5 days, and, for service support is 3 to 4 weeks. This response time takes precedence over “PSG Limited Warranty Rider”.



E. Pricing Schedule:

1. Base bid with 15" HMI for both at the MTM Cabinet and Remote-Control Cabinet (RCP) / Equipment per paragraph A, B & D - Total firm price is **US\$227,850.00 with freight EXW (Ex-Works) per 2010 Incoterms EXW per note 9.a**
2. Paragraph II.C - Service startup and commissioning assistance: Provided by local service team
3. **Optional Price Adders:**
 - a) Provide factory acceptance or witness test (FAT), net price adder is **US\$5,500.00/day**; T&Ls are not included
4. Submit purchase order to:
ABB Inc.
Digital Solution Center (DSC)
680 Century Point – Suite 1050
Lake Mary, FL 32746
USA
W9 Tax ID: 36-3100018

Product Group 3402
AMSAP Vendor # 2210
Torque Vendor # 010001794

Include the following importance information on PO to avoid potential project delay:

- Quote Number
 - Progress Payment Schedule as defined below
 - Per ABB standard terms & conditions listed below (#5)
5. Quotation and commercial Standard Terms and Conditions – per ABB accompanying T&C ABBGT052020

Terms and Conditions Effective July 1, 2020

6. *Not used*
7. *Service - Payment schedules as:*
 1. *20% with purchase order*
 2. *30% at time of project release*
 3. *50%at time of shipment*
 - a) *Startup value - US\$(to follow)*
 - b) *ABB reserves the right to enter field service value separately from equipment in total lump sum or for each line item as defined in Par II.C above*
 - c) *Invoice upon completion of defined levels or tasks described in Par II.C above.*



8. Payment terms:

Payment is due NET 30 days after invoice is submitted per above progress payment schedule or per Master Sales Agreement (MSA). Remit payment as detailed on supplied invoices.

9. Freight terms per Incoterms 2010

a) **EXW (ExWorks):** Customer picks up – Customer shall contract its own carrier and pick up equipment from Seller's dock. Risk and title shall pass at Seller's dock.

b) **Carriage Paid To (CPT)** jobsite (domestic) – Title transferred at Seller's facility

Equipment or goods will be delivered to the named location with freight prepaid and bill of lading consigned to the customer using a common carrier for delivery to the point nearest destination or point of export within the continental of U.S lower 48 contiguous states (excluding Alaska and Hawaii). Title and risk shall pass at Seller's dock (Freight Allowed).

Unloading of equipment or goods at named location is in Buyer's obligation and Seller is not responsible of unloading.

Mexico & Latin America regions: CPT to Laredo, Texas

Export packing for international shipment, or ocean bound freight requires separate proposal and is not ABB's scope of supplies.

c) **Carriage Insurance Paid (CIP)** to named place – Title transferred at Purchaser's offload point, requires a 3% adder of contract price in addition to freight cost, or as agreed upon in the contract proposal or in the Master agreement.

Equipment will be delivered to the named location with freight prepaid and bill of lading consigned to the customer using a common carrier delivery to the nearest destination point or point of export within the with the continental of U.S lower 48 contiguous states (excluding Alaska and Hawaii). ABB assumes equipment or good title and risk of loss to the named location (origin) while on the common carrier. Once the equipment or goods leaves the common carrier, the Seller passes risk and title, the risk and title are transferred to Buyer and assumes ownership. Following transfer of title, any subsequent shipping or handling damage must be resolved between the buyer and the carrier.

Mexico & Latin America regions: CIP to Laredo, Texas

Export packing for international shipment or ocean bound freight



requires separate proposal and is not in ABB's scope of supplies.

- d) Local or Federal General Sales Taxes (GST), Value-Added Taxes (VAT), and Import/Export duty are provided by Buyer or end-user
- e) Due to current fluctuations in transportation cost, the transportation cost is given as a separate line item and is to be considered a non-binding estimate based on current market prices. At the time of delivery, ABB will use reasonable efforts to get optimum transport arrangements and the actual cost will be invoiced by ABB to the Purchaser, plus material handling fee and overhead fee. In no case will ABB be liable for any increase in transportation cost at the time of delivery.

10. Price Escalation Clauses:

Prices are (30 days) firm until February 3, 2023 (hereafter referred to as "Expiry Date"), except they are subject to adjustment as follows: On the day the Purchase Order is received, the prices are subject to adjustment if the cost of labor, copper and/or steel has increased by more than 2% since the date of bid submission or last price adjustment based on local labor index from the country of manufacturer, London Metal Exchange (www.lme.com) LME Copper rates for and CRU Group (<https://cruonline.crugroup.com>) for steel. In such case ABB reserves the right to adjust the price to include the respective increase.

11. Material Shortage Clause:

The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as of market fluctuations in the availability and cost of other raw materials, commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract/terms and conditions/purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract/purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract/purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract/purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.

12. Pricing Policy: Standard Price Adjustment Clause 1Q –



a. The prices stated herein are firm provided:

1. The order is released, with complete engineering details, for shipment within 90 calendar days from the date of order **or** at the Company's earliest convenience thereafter or as set forth in Project's Milestone dates defined in Par I above.

or

2. If drawings for approval are required, the drawings must be returned and approved within 60 calendar days of the original mailing date of the drawings by the Company with products covered by the drawings released for manufacture. Such release must call for shipment within 90 calendar days from the date of order **or** at the Company's earliest convenience thereafter. Drawing re-submittals, which are required for any reason other than to correct Company errors, will not extend the 60-day period for release.

b. In the event that the customer for any reason does not comply with the conditions in paragraph 2 above and/or shipment is delayed for any reason not within control of the Company, the price shall be increased 2% for each full month or fraction thereof that shipment* is thereby delayed after the 90-day period from the date of order.

*In the event the Company has been delayed for any of the causes specified in the clause entitled "Excusable Delays" which is set forth in the Company's Conditions of Sale, "Shipment" shall mean the actual date of shipment.

13. Seller shall have the right to adjust the Agreement Price in the event of a change in law or other regulation, order, treaty, or other government action affecting the cost of materials, labor, or other contributory costs that are put into effect after the Effective Date of this Agreement including, but not limited to, a change in national tariffs, tax treaties, or trade agreements (a "Change in Law"). In the event of a Change in Law, Seller shall be entitled to a Change Order, in accordance with the terms of this Agreement, with an equitable adjustment to the Agreement Price and/or the schedule for performance.

14. Cancellation Schedule:

- a. 20% - Hold for approval order received and confirmed by factory.
- b. 30% - Hold for approval engineering submittals completed and submitted.
- c. 60% - Project released with formal order acknowledgement and ship date provided.



- d. 80% - Between 2-4 weeks beyond order acknowledgement date.
- e. 100% - More than 4 weeks beyond order acknowledgement date.

15. Force Majeure:

ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics, acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

16. Additional notes: (Seller = ABB, Buyer = Customer)

- a) Pricing does not include any applicable taxes, permits, licensing fees, and import/export duties.
- b) ABB reserves the right to transfer or assign, directly or indirectly, the total or partial content included in this proposal to another legal entity of the ABB group without prior notice.
- c) ABB reserves the right prior to order entry to request separate Purchase Orders for the field services included in this quote.
- d) Downtime, delays, work permits, or other delays will be charged at the current Extra work rates.
- e) The Buyer's responsibilities shall include, but are not limited to, the following:
 - i. Issue switching orders, schedule outages, and deenergize the electrical apparatus, including Lock Out Tag Out (LOTO) of all systems associated with ABB's work scopes involved in the project. LOTO procedures shall meet or exceed Contractor or ABB's requirements, whichever are more stringent.
 - ii. Prior to the start of the on-site works, Buyer shall familiarize ABB's personnel with their safety practices, regulations in effect at jobsite, and any chemical and physical hazards, including process safety issues associated with the work



environment. ABB shall be under no obligation to commence work unless safety practices are acceptable to ABB.

- iii. As a safety precaution, prior to the commencement of work, access to a nearby telephone with the ability to call outside the facility will be provided by Buyer, as well as telephone numbers for local emergency services.
- iv. Buyer will dispose of all wastes generated at the work site. Buyer will be responsible for environmental conditions and will keep the equipment free of contaminants that would be detrimental to the performance of the equipment.
- v. Buyer shall be responsible for the removal and replacement of any obstructions that may interfere with access to or removal of the existing equipment
- vi. Buyer will provide an experienced electrician or electrical supervisor familiar with the power distribution system to direct ABB's personnel in identifying and isolating the proper electrical equipment.
- vii. Buyer will provide all "special" maintenance tools including closing handles, test couplers, closing jacks, lifting devices, breaker cars/lift trucks, etc., furnished or defined by the original equipment manufacturer(s).
- viii. Existing Systems: Buyer shall provide one (1) copy of existing system schematics, drawings and other information regarding the equipment/site that is needed and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.



III. GENERAL NOTES:

1. *PSG equipment / Our Bill of Material is based on the assumption that 24VDC control power for the Paralleling Switchgear is supplied through a 24VDC connection to the engine starting batteries. System design requires the battery voltage not drop below 50% of nominal voltage rating. If 24 VDC cannot be supplied from these batteries, consult ABB Proposal Team for addition of a dedicated 24VDC battery and charger system.*
 - a) *1 – 120VAC UPS, customer to provide 120VAC power source*
 - b) *Customer supplied 120VAC UPS source*
 - c) *2 – 120VAC/24VDC Inverters included, powering up PLC/HMI*
2. *Breaker sections require both front and rear access. Separate control cabinets (if provided) are designed for front access. Approximate cubicle dimensions and weights are shown on attached preliminary outline drawing. Exact dimensions and weights may vary from the preliminary values listed herein. Final dimensions and weights will be established during the submittal process.*
3. *ABB's proposal includes factory testing of the paralleling switchgear, control cabinets, and other equipment defined per bill-of-material unless stated otherwise. Factory testing includes ring-out of all AC and DC circuits, operation and calibration of all metering and control devices using secondary current and/or voltage injection, and simulated source operation to ensure all protection and control circuits operate properly.*

The control wiring dielectric testing referenced in ANSI C37.20.1 section 5.3, is considered a destructive test and is not included in this proposal.

4. *PSG equipment: ABB's proposal includes complete coordination between the generator-mounted control panel/system and the paralleling switchgear control in terms of engine speed control, voltage control, and alarm/shutdown annunciation for new engine-generator set(s) as set forth in engine RFI.*

Existing engine-generator: ABB requests complete information on existing engine-generator unit(s) such as voltage regulator, governor, make/model number, number of pitches, engine schematic/wiring diagrams, engine mounted protection relay, and engine mounted metering/gauge be sent over to our quoting/technical design team for review prior to bidding and/or working on submittal. Note - Modifications and upgrading of existing engine-generator(s) are not part of ABB's scope of works.

ABB cannot proceed with submittal process unless requested information as set forth per RFI form is filled out. For existing units, both parties



(ABB's design team and customer) must agree to technical resolutions before acceptance of PO and prior to start working on submittal.

5. Service for domestic projects: Provided by Service Team
6. Our proposal does not include the following items or services. Our interpretation is that these items are not required to be included as a part of this proposal and/or others will furnish them:
 - a. *Equipment installation, connection, and identifications*
 - b. *Third party independent testing agency*
 - c. *Short circuit analysis and coordination studies*
 - d. *Arc flash studies and labels*
 - e. *Engine starting batteries and associated equipment*
 - f. *Boot covers for lugs on medium voltage equipment (unless expressed in our quote)*
 - g. *Stress cones*
 - h. *Videotaping of training sessions (ABB's policy does not allow videotaping of field instruction or training sessions; Written waiver form releasing ABB of any obligation and responsibilities is required)*
 - i. *Rental of load bank and/or connection of load bank to switchgear*
 - j. *Field hi-pot testing (insulation resistance test) of main bus and breakers*
 - k. *Pull boxes (unless described in bill-of-material)*
 - l. *Medium voltage or Low voltage bus duct flanges and bus ways unless described in bill-of-material*
 - m. *Storage and handling*

If any of the items above are to be included in our scope, please consult ABB proposal team for availability and/or pricing.



IV. PRELIMINARY OUTLINE DRAWING – SEE ACCOMPANYING DRAWINGS

V. TECHNCIAL CLARIFICATION & SPECIFICATION NOTES:

1. The following are general clarification notes provided during the initial proposal stage by ABB Proposal Team. The team strives to provide accurate quote and its completeness based on information available at the time of this proposal, however, if items are not shown on our preliminary drawing or general bill of materials ABB Proposal Team reserves the right to request additional adder(s) or change order(s) as required.

Furthermore, once the project is secured our engineering team will review applicable contract drawing(s) and specification(s) then issue additional clarification notes which will become part of record submittal. If there are discrepancies Project Management (PM) team will notify customer and requests for resolution before starting the submittal process. Clarification, deviation, and exception notes provided by engineering team are considered final and superseded all clarification notes provided during proposal.

2. LV equipment / Belleville washers: ABB does not recommend the use of Belleville washers on bus joints. Our switchgear heat run, and short circuit testing have been performed using flat and lock washers. Also, improper loading of Belleville washers can lead to flattening of the washers resulting in a loose joint. Belleville washers are also prone to hydrogen embrittlement due to manufacturing processes.
3. PSG equipment: ABB's submittal includes point-to-point field block wiring diagrams and control schematic diagrams. Internal point-to-point assembly wiring diagrams will be provided in O&M Manuals within 1-2 weeks of product shipment. The O&M manual are available in electronic formats. Hard copies are available at additional cost.
4. Wiring method in ABB Plant: Per ABB's best practices for labelling wires are "printed labels on wires" with unique wire tag numbering system at both ends and we take exceptions to wrap-around or heat shrink methods.
5. ABB standard drawings are available in 2D CAD format for front view elevation drawings, schematic and wiring diagrams are created in ePlan formats and convert to PDF formats for customer uses.
6. Low voltage switchgear equipment - ABB's proposal included red Glastic Isolation barriers isolating main bus, in the rear bus compartment, preventing foreign materials from getting into main bus section for safe



operation of the equipment; moreover, ABB's UL-1558 procedures do not allow main bus insulation for 5000A and higher due to heat rise test.

7. If CAT controllers are used a **Multigen Data Link** will have to be added during integration of second GEN with the system to avoid closer of both GEN breakers at the same time on dead bus.
8. Arc Resistance Medium Voltage Package: The **plenum duct** will be designed and assembled to meet the on-site installation requirement based on customer supplied information. Currently only 6 feet of straight run plenum with a wall duct assembly are provided. Please ensure this meets the distance requirements to provide a path for arc propagation from the switchgear to the exterior building wall. The design, manufacturing, and installation of support structures for plenums are the responsibility of others. No modifications to the plenums can be made in the field for these support structures (i.e. drilling mounting holes, etc.). However, support tabs can be located on the plenums by the factory. The support structure engineer will need to work with the ABB switchgear engineer to determine where these be located.
9. SOO provided by customer:

City of Deerfield Beach West Water Plant

ATO System Notes

- See attached sketch of one line diagram for the AKD-8 ATO switchboard and separate Non-GE generator switchboard.
- The ATO switchboard consists of a GE AKD-8 double ended switchboard with 4000 A breakers for Main 1, Main 2, and Tie Breaker.
- There is also a Non-GE generator switchboard with GE AKRT 2000 A breakers, one each for G1 and G2.
- The existing ATO system has selectable manual and auto modes.
- The existing relay controls allow the transferring of Bus 1 or Bus 2 to generator power while the other bus remains on utility power. Both buses can also be transferred simultaneously to generator power. When this occurs, the Tie Breaker is closed and both generators synchronize to each other.
- From what I have gathered over the years, the incoming utility feed to Main 1 and Main 2 is from a common FPL feeder and not independent of each other. So, when utility power is lost, both Main 1 and Main 2 breakers lose utility power at the same time.



- It's been my experience until now that when the plant tests the ATO system they always select to transfer both Bus 1 and Bus 2 to generator power although they have the capability as mentioned to split the buses and have one bus on utility power and the second one on generator power.

ATO Sequence of Operation (Bus 1 & Bus 2 Simultaneous Transfer)

- When utility power to Main 1 and Main 2 is lost, both breakers open after a brief time delay of about 3 seconds.
- A brief time after both Main 1 and Main 2 open, the Tie Breaker closes.
- After the Tie Breaker closes, the start signals are sent to Generator 1 and Generator 2. The first generator to reach proper voltage and frequency closes in to pick up the load, the second generator synchronizes to the first one and closes its breaker onto its bus.
- When utility returns, there is an adjustable re-transfer delay timer which is currently set to 15 minutes, when the delay timer times out, the Tie Breaker opens followed by the Generator 1 and Generator 2 breakers.
- After an adjustable time delay in seconds, the Utility Main 1 and Main 2 breaker closes returning both Bus 1 and Bus 2 to utility power.
- The adjustable generator cooldown timer starts timing down and shuts off Generator 1 and Generator 2 breakers when the timing is done.



10. 8-5-26 Correspondences: Earl Devenport and Brandon Tao

“

Brandon – Per our conversation please see attached SOO and JCE. I included the drawings but ABB Services will be doing the modifications to the equipment so there is a common terminal block location for open/close/breaker status interface for the MTM. This will include the generator breaker run/breaker status. We (Services) will supply and replace all the relays with (2) Multilin 850 relays and the PQMs will be replaced with PQMIIT20CA.

Note that we are looking for a standard MTM control with HMI. Manual control switches for the MTM with indicating lights. Please include an interface to communicate with the PQMIIs so the data can be displayed on the HMI.

- No Generator optimization screen/control
- Include load control for ~~16~~ 8 (R1A) loads
- Add a factory witness test as part of the deal. (BT: Optional price adder)

“



VI. TECHNICAL BILL OF MATERIAL - REFER TO ACCOMPANYING BILL-OF-MATERIAL OR DESCRIBED BELOW:

a) Qty. 1, Section 101 – Main Tie Main Control Cubicle, consists of the following items:

- 1) 1 – 5 x 5 tri-colored LED Annunciator Panel
- 2) 1 – 15" Advanced Control System (ACS), HMI Operator interface panel:
 - Standard Menus
 - System 1-Line Diagram
 - Metering Menu
 - Breaker control Menu
 - Timer Menu
 - Test Menu
 - Real time trending
 - Historical trending
- 3) 1 – System PLC with the following:
 - Mfr: Emerson
 - PLC Model: Versmax
 - 1 – IC200CPUE05, CPU Main Processor
 - 1 – IC200CPUE05, dedicated CPU for Modbus communication line to all devices
 - 2 – Power Supply Module, IC200PWR002
 - 3 – IC200MDL650, 32 Points Input Module, 24VDC
 - 2 – IC200MDL655, 32 Points Output Module, 24VDC
 - Lot – IC200CH022, I/O Terminal block connectors
- 4) 1 – Ethernet switch with number of ports as needed (Standard)
- 5) Monitor / 2 – Main under/over frequency sensing relays (81u/o), Integral function of SR850 supplied by ABB Service Team
- 6) Monitor / 2 – Main under/over voltage relays (27/59), Integral function of SR850 supplied by ABB Service Team
- 7) 1 - Auto-Manual Switch (AUMS)
- 8) 1 – Reset PB
- 9) 1 – Light Test PB
- 10) 1 – Horn, 80-95dB
- 11) 1 – Horn Silence PB
- 12) 1 – ABB Energy Commander Nameplate
- 13) 1 – UL508A label
- 14) Communication to ABB Service supplied meters and relays:
(2) PQMII, (2) UPR (Utility Protective Relays if available)



15) MTM Control Switches – Adjust and delete if not needed:

- a) 3 – Breaker control switches (52S)
- b) 6 – Breaker LED Status: Open [Green], Closed [Red]
- c) 3 – Breaker Close Command Relay
- d) 3 – Breaker Open Command Relay
- e) Lot – hardwire interlock between MTM breaker (open transition – ensuring all 3 breakers never close at same time in a break-before-make topology)
- f) R1A 9-6-22 / 8 – Field programmable load control relays (option)

- 16) 1 – 120VAC UPS module, requires 120VAC Customer's supplied power
- 17) 1 – dedicated fuse block or miniature breaker accepting customer supplied 120VAC standard power (feed internal UPS module above)
- 18) 1 – dedicated fuse block or miniature breaker accepting customer supplied 120VAC UPS power
- 19) 2 – 120VAC/24VDC Inverters (PULS) connecting to above power sources described above)
- 20) 1 – 24VDC best battery circuits (PULS Redundant) feeding HMI/PLC, etc.
- 21) Lot misc.: Ultra-Safe fuse blocks with indicating lights, control fuses, interposing relays, terminal blocks, nameplates, etc.



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Parts & Service: 1-888-434-7378

QUOTATION NO.	H618806-0722-AMT-R5a AH
DATE	December 16, 2022

NOTICE: This quotation is void unless accepted within 30 days from date hereof and is subject to change upon notice. However, if ABB elects to perform the services covered by the quotation, in response to an order placed 30 or more days after the date of the quotation, the terms of the quotation will apply.

SUBMIT PURCHASE ORDER TO:

ABB INC.

ABB Contact	Alfredo Huete
Address	305 Gregson Drive Cary, NC 27511
Phone	305-282-0970
Email	alfredo.huete@us.abb.com

PLEASE REFERENCE PROPOSAL NO. ON ALL PURCHASE ORDERS

REMIT PAYMENT TO:

ABB INC.

29713 Network Place
Chicago, IL 60673-1297

BUYERS INFORMATION:

Quote Requested by	Joshua Niemann
Company	City of Deerfield Beach
Address	150 NE 2 nd Avenue Deerfield Beach, FL 33441
Phone	954-540-0447
Email	jniemann@deerfield-beach.com
Service Contact	Same
Phone	Same
BUYER PO NO.	
DUNS #	017505418

Work Services Description

ABB is pleased to offer this firm fixed price proposal for the services outlined below at the City of Deerfield Beach West Water Treatment Plant located in Deerfield Beach, Florida.

Site Address

City of Deerfield Beach West Water Treatment Plant
290 Goolsby Boulevard
Deerfield Beach, FL 33442

Scope of Supply:

1. Services:
 - a. Upon receipt of an acceptable purchase order, ABB will procure the necessary material and schedule the appropriate resource to perform the services once the customer provides a firm date of service.
 - b. The start-up & commissioning services are based upon ABB standard start-up practices which excludes NETA compliance.
 - c. This proposal includes informal training on equipment located in item 3 and item 4 only.
 - i. Training will be provided in front of the end users equipment not in a formal classroom environment. Course materials nor a class syllabus will be included in this informal training meant to provide a basic understanding of the operation and maintenance of the covered equipment. Customer owned equipment manuals supplied to the customer by the factory will be utilized during the training, no additional documentation will be provided.
 - d. Upon completion ABB will provide a field service report detailing the services performed, test results, and recommendations for future service.
2. Site Equipment:
 - a. Qty. 1 – ABB (formerly GE) AKD-8 Low Voltage Switchgear
 - i. Customer Order Number: 1837101
 1. Qty. 9 – Low Voltage AKRU30 Circuit Breaker

2. Qty. 5 – Low Voltage AKRU50 Circuit Breaker
3. Qty. 3 – Low Voltage AKR100 Circuit Breaker

3. ABB Supplied Equipment:

- a. Qty. 2 – GE 850 Feeder Protection Relay
- b. Qty. 6 – GE PQMII Power Quality Meter
- c. Qty. 1 – Miscellaneous Lot
 - i. Wire, Wire Markers, Filler Plates, Etc.

4. Customer Supplied Equipment:

- a. 15" HMI for both at the M-T-M Cabinet and Remote-Control Cabinet
 - i. As specified in proposal *BT-082422-R1A*.



BT-082422-R1A

1. V3.0.E3 Commercial C

5. Work Scope:

a. Upgrade

i. Offsite Engineering Services

1. Perform design work to remove electromechanical relays and install new 850 relays/program/test.
2. Perform design work to modify drawings and identify disconnection of existing M-T-M relay controls from gear and developing customer connection points for tie in of new controls.
3. Red-line customer drawings.

ii. Onsite Engineering and Start-Up

1. Installation Contractor

- a. Install/Mount one (1) PLC Panel located in the main electrical room.
- b. Install two (2) 2" GRC conduits to the PLC panel. One conduit from Main 1 and one conduit from Main 2.
 - i. Install thirty (30) 14 AWG THHN CU single conductors per conduit.
- c. Install two (2) ¾" GRC conduits to the PLC panel for CAT6 cables. One from Main 1 and one conduit from Main 2.
 - i. Install RJ-45 connectors on each end.
- d. Install/Mount one (1) Remote HMI Cabinet.
- e. Pull one (1) CAT6 underground shield cable from terminal cabinet I-5 (existing) to terminal cabinet I-6 (existing) and then to the Remote HMI Cabinet.
- f. Install one (1) 20A/48V DC Circuit from the existing DC Power Supply in the main electric room to the PLC Cabinet and the Remote HMI Panel.
 - i. Provide one (1) 20A/single pole breaker mounted on din rail in a junction box.
 - ii. Install one (1) ¾" GRC from the j-box to Terminal Cabinet I-5 and PLC Cabinet.
 - iii. Pull conductors in existing underground raceways from I-5 to I-6
 - iv. Install conduit from I-6 to Remote HMI.
- g. All new conduits shall be painted "RED" to match the existing ones. The exact color or paint.
- h. manufacturer and color code need to be provided to match. If information is not available, standard "RED" will be applied.

- i. All conduit bends shall be factory-made (90-degree bends, 45-degree bends, etc.)
 - iii. PLC Commissioning
 - 1. Perform site survey to obtain present settings.
 - 2. Remove existing controls panels/relays/PQMs and install new 850 relays, PQMII, and wire customer connection points for new controls.
 - 3. Terminate customer interconnect wiring, power up new controls, and test new controls for manual/automatic operation.
 - b. Informal Customer Training
 - i. Furnish a factory-trained field resource for one (1) four-hour training period for instructing personnel in the maintenance and operation of the equipment listed above.
 - ii. Equipment overview training will be provided for up to eight (8) operators and will consist of review of equipment drawings, location of major components, basic equipment and system operation and minor troubleshooting.
 - iii. Due to the technical nature of these classes, recording of informal ABB training using audio or video is strictly prohibited. This includes broadcasting of the courses to multiple sites.
6. Comments / Exceptions:
- a. Installation Specific Exceptions
 - i. Performance bond and liquidated damages.
 - ii. Permitting fees and utility fees of any kind.
 - iii. Rigging/Crane Services.
 - iv. Removal and repairs to any surfaces (drywall, floor, ceiling, etc.) to permit a flush installation.
 - b. The city shall be responsible for providing the craft labor required to perform any work that falls under prevailing wage statutes.
 - c. The city shall be responsible for identifying any work that falls under prevailing wage statutes prior to ABB performing any work at the site.
 - d. During the demolition of old equipment and the installation of new equipment functionality will be limited. The customer will need to operate the equipment manually in the event of an outage.
 - e. Customer shall advise ABB in writing of all applicable site-specific health, safety (training), security and environmental requirements and procedures.
 - f. Customer shall provide two (2) electricians (craft labor) to assist with the listed scope of work at ABB's direction.
 - g. All Protective settings shall be provided by others and are not included within this proposal.
 - h. All communication/integration into any building management system shall be performed by others.
 - i. All equipment must be de-energized and properly isolated prior to the start of work.
 - j. Price is contingent upon continuous, unobstructed access to de-energized equipment.
 - k. Customer shall provide one copy of existing system schematics, drawings, and other equipment/site, and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.
 - i. Whenever originals drawings are made available and identified prior to start of work. ABB, Inc. shall redline any changes to reflect revisions and/or corrections made during commissioning.
 - l. Customer shall provide temporary power and lighting as required for testing.
 - m. Informal Training:
 - i. Due to the technical nature of these classes, recording of ABB classes using audio or video is strictly prohibited. This includes broadcasting of the courses to multiple sites.
 - ii. Training will be provided in front of the end users equipment not in a formal classroom environment. Course materials nor a class syllabus will be included in this informal

training meant to provide a basic understanding of the operation and maintenance of the covered equipment.

- iii. Customer owned equipment manuals supplied to the customer by the factory will be utilized during the training, no additional documentation will be provided.

7. Schedule:

a. Total Material Lead Time: 14-16 Weeks ARO.

i. Subject to change. Final lead time will be provided at time of order.

- b. Upon receipt of an acceptable purchase order, ABB Project Management Staff will schedule a “kick-off” call to determine customer needs in regard to outage work. After the call, ABB will offer a mutually agreeable project timeline for execution of the upgrade.
- c. Quoted work assumes all work to take place during regular business hours excluding weekends and ABB recognized holidays.
- d. All service quoted on contingent upon straight time (normal business) hours. If services are required to be performed on an overtime and/or double time schedule, prices quoted are subject to increase.
- e. Please note that advanced notice of four (4) weeks is required for assigning local field engineering resources. Less than four (4) weeks’ notice may require the use of non-local resources resulting in additional travel and living costs.
- f. Any delays or extra work incurred while the quoted work is being performed as a result of malfunctions or deficiencies encountered with equipment, unless caused by ABB will be addressed in the form of a written change order and charged at ABB’s currently published rates.

Price, Terms and Conditions

ABB will accomplish the above-described work scope for the firm fixed price of **\$208,028.00 USD** which includes the cost of travel, travel time and accommodations utilizing local resources.

Item	Description	Cost
3 & 5ai	Material and Offsite Engineering Services	\$144,918.00
5aii	Onsite Engineering and Start-Up	\$37,277.00
5aiii & 5b	PLC Commissioning and Informal Training	\$25,833.00
Total Project Cost		\$208,028.00 USD

- Invoice to be issued as follows:
 - \$144,918.00 Upon receipt of an acceptable purchase order.
 - \$37,277.00 Upon commencement of onsite services (first mobilization)
 - \$25,833.00 Upon substantial completion of onsite services.
- Payment Terms: Net 30 days from the date of invoice.
- Pricing does not include any applicable taxes, permits and licensing fees.

The sale of any service and products, and the integration thereof, ordered by the Buyer is expressly conditioned upon the terms and conditions contained in this quotation between City of Deerfield Beach and ABB. Any additional or different terms and conditions proposed by the Buyer at any time are expressly objected to and will not be binding upon ABB unless specifically agreed to in writing by ABB’s authorized representative. Any order for, or any statement of intent to purchase hereunder, or any direction to perform work and ABB’s performance of work shall constitute assent to the Terms and Conditions. Oral agreements and/or commitments to perform services are not enforceable.

If this contract is for the direct or indirect sale to any entity of and/or funded in whole or part of the U.S. government, then Buyer agrees that all products and services provided by Seller meet the definition of

“commercial-off-the-shelf” (“COTS”) or “commercial item” as those terms are defined in Federal Acquisition Regulation (“FAR”) 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this contract, the country of origin of products is unknown unless otherwise specifically stated by Seller in this contract. If Buyer is procuring the products or services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the contract price.

Additional Services

Should the Buyer desire to have ABB perform additional services beyond the scope of services described in this proposal, a change order request will be submitted for the additional associated costs. No additional services shall proceed without written authorization from the Buyer. Additional services will be performed per our published rates for Service, applicable at the time that work is performed, including work that extends through the weekend / holiday. The current rates for Service can be found in Attachment “A”.

Consideration on 2019-nCoV (Coronavirus Outbreak)

If after submission of ABB’s bid or during the term of the agreement there are any measures taken by authorities, by ABB or others in connection with the current coronavirus (2019-nCoV) outbreak which affect the performance of the agreement, the parties agree that ABB may be entitled to time extension, or other reasonably required contract adjustments if any consequences in any way related to the coronavirus outbreak lead to delays in delivery of goods or provision of services or otherwise affect ABB’s contractual obligations or duties.

Consideration for Material Supply

The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as of market fluctuations in the availability and cost of other raw materials, commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract/terms and conditions/purchase order, if after the date of ABB’s proposal / offer or during the term of the performance of the contract/purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities and transportation capabilities directly or indirectly affecting ABB’s performance, ABB may be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract/purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract/purchase order date of delivery or completion.

Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.

Consideration for Transportation

The offer is based on Incoterms as stated. Due to current fluctuations in transportation cost, the transportation cost may be given as a separate line item and is to be considered a non-binding estimate based on current market prices. At the time of delivery, ABB will use reasonable efforts to get optimum transport arrangements and the actual cost will be invoiced by ABB to the Purchaser. In no case will ABB be liable for any increase in transportation cost at the time of delivery.

Buyer’s Responsibilities

The Buyer’s responsibilities shall include, but are not limited to, the following:

- Issue switching orders, schedule outages, and de-energize the electrical apparatus, including Lock-Out Tag-Out (LOTO) of all systems associated with ABB’s work scope involved in the project. LOTO procedures shall meet or exceed Contractor or ABB’s requirements, whichever are more stringent.
- Prior to the start of the on-site work, Buyer shall familiarize ABB personnel with their safety practices, regulations in effect at jobsite, and any chemical and physical hazards, including process safety issues

associated with the work environment. ABB shall be under no obligation to commence work unless safety practices are acceptable to ABB. As a safety precaution, prior to the commencement of work, access to a nearby telephone with the ability to call outside the facility will be provided by Buyer, as well as telephone numbers for local emergency services.

- Buyer will dispose of all wastes generated at the work site. Buyer will be responsible for environmental conditions and will keep the equipment free of contaminants that would be detrimental to the performance of the equipment.
- Buyer shall be responsible for the removal and replacement of any obstructions that may interfere with access to or removal of the existing equipment
- Buyer will provide an experienced electrician or electrical supervisor familiar with the power distribution system and trained in electrical safety and emergency response procedures including CPR, AED, and first aid for purposes of:
 - Directing ABB personnel in identifying and isolating the proper electrical equipment.
 - Shutting down electrical equipment in an emergency and providing emergency response during high-risk operations including electrical work when a single ABB representative is dispatched. This person must be visually present during all electrical work and high-risk operations. If not present, then ABB will stop work and notify the Buyer.
 - Complying with OSHA 1910.269(l)(1) and 1910.269(b)
- Buyer will provide all “special” maintenance tools including closing handles, test couplers, closing jacks, lifting devices, breaker cars/lift trucks, etc., furnished or defined by the original equipment manufacturer(s).
- Buyer shall provide one (1) copy of existing system schematics, drawings and other information regarding the equipment/site that is needed and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.
- All communication between, including meetings, all documents, notes on drawings, and submissions required under contract, shall be in the English language. Any language translation, of required, will be the responsibility of the Buyer.
- Buyer must supply minimum power supply of 120V, 1-Phase, power source, if necessary.
- Buyer will provide/operate/maintain services for drinking water, sanitary facilities, parking, trash containers, and lighting.
- Buyer to provide craft labor with tools and equipment to assist field engineer working on site, if necessary.
- Buyer to supply, operate, and maintain all standard services to the site facility, such as electric power, lighting, water, air, etc., if required. Backup for these systems is not included in this proposal. These services are to be made available to ABB, including a suitable source of 60Hz 120/240 volts AC, unless otherwise provided herein.
- Buyer to provide, and be responsible for, applicable codes, standard, laws, regulatory requirements, etc. required for the development of functional specification and system design and operation.
- Buyer shall be responsible for the review of the installation to assure compliance with applicable codes. It is the intention of ABB to comply with the applicable codes, standards, laws, regulatory requirements, etc.; however, by law it is the responsibility of the Buyer for compliance of the total installation. ABB would be pleased to quote any additional features or equipment that the Buyer deems necessary to meet these requirements.

Assumptions and Clarifications

- Any items or services not specifically outlined herein are not included.
- ABB assumes and is relying on the fact that any information furnished by Buyer is accurate and complete. To the extent that ABB obtains actual knowledge of any conditions with the equipment and/or the conditions at site are in addition to and/or different from those indicated in the Buyer’s furnished documentation / information and/or there is a previously unknown physical condition that is found with the equipment and/or at the site, ABB shall notify the Buyer. If such condition(s) exist and this causes an increase in ABB's cost of and/or the time required for the performance of any part of the

work under a contract, an equitable adjustment may be made, including without limitation, to the price and/or schedule.

- With the exception of delays beyond the control of ABB, no additional work scope shall proceed without the written authorization of the Buyer.
- Should any unforeseen work delays beyond the control of ABB occur, including those as a result of malfunctions or deficiencies encountered with the equipment (unless caused by ABB) or should the Buyer desire to have ABB perform work beyond the scope of work described in this proposal, that work will be billed at the published rates in effect at the time of performance of that the work scope and will apply to all ABB project management, field engineers, field engineering service technicians and/or craftsmen.
- ABB expressly objects to any requirements, methods or conditions contained in any Buyer request that are not specifically addressed in this document, and such requirements, methods, and conditions, if any, are outside the scope of this proposal.
- Schedule: Unless otherwise stated in the scope, all work will be performed on a straight time basis. All work is to be performed on a mutually agreeable schedule. The foregoing work as described under work scope shall be performed during normal working hours Monday through Friday, Holidays excepted. If work is performed on an overtime basis, the premium for the time spent and other applicable cost will be billed in addition to the price quoted and will be billed at our published rates in effect at the time work is performed. Time and expense of ABB employees' travel from their headquarters to work site and return, shall be considered as time worked. ABB typically requires a minimum four (4) weeks advance notice to ensure availability of resources.
- The services shall be considered "Substantially Complete" when the services to be performed by ABB or the designated portion thereof, are sufficiently complete in accordance with the contract documents, so that the Buyer can occupy or use the services or portion thereof for its/their intended use. For products only order, "substantially complete" shall mean the date of shipment of the products. A "Punchlist" is to be developed upon "Substantial Completion," and ABB's standard warranty shall provide coverage (when applicable) for issues that occur after "Substantial Completion. "Final Project Completion" shall be reached when all contractual responsibilities have been met and the final bill issued.

ABB INC.

By:	Alfredo Huete		
Title:	Business Development Manager		
Email:	alfredo.huete@us.abb.com		
Phone:	305-282-0970	Fax:	N/A

BUYER:

Company:	City of Deerfield Beach		
By:	(Signature)		
Title:			
Email:		Date:	

This proposal and specification are submitted in confidence solely for use in consideration of the merits of the offering and for no other direct or indirect use by Buyer and its contents are proprietary to ABB.

Electrification U.S.A. Service Rates



April 1, 2022

ABB's field service engineers and consulting experts are on call to provide a wide range of service and repairs on both ABB and non-ABB equipment and engineered systems in Industrial and Balance-Of-Plant Power Plant Systems.

8-Hour Daily Rates

Classification	Weekday	Saturday	Sunday Holiday
Field & Service Center			
Class I - Specialized	\$2,786	\$4,056	\$5,324
Field Engineer/Specialized Field Technician			
Class II - Field Engineer/ Service Center Specialist	\$2,290	\$3,310	\$4,332
Class III - Service Technician	\$1,794	\$2,568	\$3,340
Phone Support			\$1,500/case
Emergency Standby Retainer			\$5,000/month

Tooling Rates

IR Camera	\$83/day, \$330/week
Vibration Test Set	\$138/day, \$550/week
Online Motor Test Set	\$275/day, \$1,100/week
Offline Motor Test Set	\$275/day, \$1,100/week
Primary Current Injection Set	\$385/day, \$1,540/week
Relay Test Set	\$550/day, \$2,200/week
Power Factor Test Set	\$550/day, \$2,200/week
Vacuum Oil Processor	\$2,750/day

Class I - Specialized Field Engineer

These services include installation, commissioning, repair, service, maintenance, and upgrade work associated with:

- Medium voltage motors, & generators
- Paralleling Switchgear
- Synchronous motors & generators, including excitation
- Legacy control systems including: Series 5 & Series 6
- Specialty power system studies, including: Harmonic, Transient Switching & Grounding
- Shipboard and offshore work, with a minimum 14-hour / day billing. Platform work requires a pay differential.
- Gas Insulated Substation (GIS)

Class II - Field Engineer & Service Center Specialist

Service is technical advice and counsel from field personnel based on sound engineering, manufacturing, installation, and operation practices as applicable to the equipment. Such services may include analysis, adjustment, programming, and other similar services. They do not include supervision or management of purchaser's employees, agents or other contractors and design effort.

Class III - Service Technician

Craftsmen experienced in the inspection, test, installation, service, and repair of one or more of the following equipment types:

- Transformer (Mechanical, Electrical, Fluid)
- Motors, Electrical & Controls Equipment
- Switchgear
- Mechanical
- Hydro (Electrical, Mechanical & Controls)

Typical Installations, Services, Repairs, and Products

- Transformer (Including Mechanical, Electrical, Fluid)
- Power Delivery Equipment
- Motors, Electrical and Controls Equipment
- Distributed Control Systems and Programmable Logic Controls
- Instrumentation Related to Process Control and Automation Systems
- Marine Electrical Systems
- Power System Studies

Rate Terms

1. Work greater than 8 hours per day is billed per hour:	Overtime	Double Time
Class I - Specialized Field Engineer	\$475.50	\$634.00
Class II - Field Engineer/Service Center Specialist	\$382.25	\$510.00
Class III - Service Technician	\$289.50	\$386.00

For less than 24-hour response, a 1.40 multiplier is used for all rates.

Overtime applies to billable weekday hours 9-12 or outside of 7:00am to 6:00pm. Double Time applies to billable weekday hours greater than 12, Saturday hours greater than 8, Sundays and holidays.

2. Preparation, travel, and report writing time will be charged at the applicable rate (i.e., daily rates, overtime and double time) on a round trip basis with point of departure based on the location of the ABB Representative's office/service center.

3. Additional travel and living expenses include:

Overnight stay	\$200 per day
Air Travel / Rental Car charges	Cost + 20%

Notes: Additional T&L charges may apply for high cost of living areas.

4. Travel and living expenses outside the continental U.S.A., will be billed at a cost plus 20% minimum, or consult with your local ABB representative for a local per diem rate.

5. Materials, subcontract labor and equipment if required will be provided at cost + 35%.

6. All equipment is F.O.B. shipping point, seller's dock, with freight prepaid and charged 3% of material price (a minimum per shipment charge of \$100.00 shall apply). Seller reserves the right to select the method of transportation provided for all products unless specified by the client not less than 72 hours prior to shipment. Any premium transportation or required special handling is in addition and shall be for the account of the Buyer.

7. Consult with local ABB office to determine applicable charges for other special tooling and/or test equipment or any taxes, fees or VAT that may be in addition to the above rates. Minimum daily billing of 8 hours for all services provided including standby time. A minimum order of \$500.00 shall apply for a parts/material only order.

8. All rates are for hours worked, traveled, or on standby and are based on ABB's standard terms and conditions of sale. Price and data subject to change without notice. This quotation is not valid for PCB services, off shore or confined locations.

9. Phone Support is a service provided on the phone by a Field Engineer for limited hardware and software troubleshooting services.

10. Employee screening costs as required by the customer will be provided as follows:

Custom drug screen or background check	\$100
TWIC Card	\$250
BOISSET + HUET	\$1,500

All travel time to complete the screenings will be billed at the applicable hourly rate as set forth in 1 above plus expenses. All other specialty training will be billed at cost + 20%.

11. All time to complete site specific training will be billed at the applicable hourly rate as set forth in 1 above plus expenses.

12. A Critical Power Emergency Standby Retainer provides access to a qualified ABB Field Engineer at the customer site on the same day the need is identified by the customer. All time to support the emergency service, including travel to and from the customer site, will be billed at the applicable hourly rate as set forth in 1 above, however the 1.40 multiplier applied to work with less than 24hrs notice is waived.

13. The Standard and Applicable rates shown on this sheet assume that services are being performed at a location that is not subject to a Location Premium which is an additional charge/rate that may be assessed for remote, inconvenient, confined or offshore work sites. Please contact ABB to see if a Location Premium applied to your location.

For more information contact your local ABB office or call our 24x7 customer service center at

1-888-434-7378 or 540-387-8617 for legacy GE products

1-800-HELP-365 (1-800-435-7365) for legacy ABB products



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1638

Agenda Date: 1/24/2023

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 expenditure with PeopleReady, Inc. for temporary staffing services for the Sustainable Management Department in an amount not to exceed \$200,000.00; providing an effective date. (Funds from Account #450-4551-534-32-99 - Other Contractual Services)

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 \$200,000

Account Name: Other Contractual Services

Account Number: 450-4551-534-32-99

Background/History

The City has been using PeopleReady to supplement the City's internal solid waste collection services staffing levels since 2016. The City uses this staffing agency because it is a local business that has temporary staff who are available and have specifically been trained in multiple solid waste lines of business. In the past, we have attempted to use one of the City's other contracted temporary staffing agencies; however, they were not able to provide the quantity or the experience that the City requires in a timely manner. Additionally, PeopleReady is the preferred temporary staffing provider for many local private solid waste haulers.

Due to ongoing position vacancies (currently 6 positions vacant), and to mitigate service impacts, the City uses temporary labor to supplement internal staffing.

As permanent positions are filled, the necessity for temporary staffing will decline. Funding is available and budgeted in both the department's contractual services and personnel line item budgets and therefore does not impact the department's overall budget.

Recommendation

City Staff recommends approving the expenditure with PeopleReady in an amount not exceeding \$200,000.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE EXPENDITURE WITH PEOPLEREADY, INC. FOR TEMPORARY STAFFING SERVICES FOR THE SUSTAINABLE MANAGEMENT DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$200,000.00; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City has been using PeopleReady, Inc. (“PeopleReady”) for temporary staffing services to supplement the City’s Sustainable Management Department internal solid waste collection services staffing levels (the “Services”) since 2016; and

WHEREAS, the City’s Sustainable Management Department (the “Department”) uses PeopleReady because it is a local business that has temporary staff who are available and have been trained in multiple solid waste lines of business; and

WHEREAS, other temporary staffing agencies have not been able to provide the quantity or experience of staffing that the City requires; and

WHEREAS, the City is in the process of developing an RFP to address the current staffing service needs, however, in the interim, the Department needs to fill the current staffing needs to continue the Services; and

WHEREAS, pursuant to Sec. 38-116(3) of the City Code, contracts for professional services may be made without utilizing a sealed competitive method; and

WHEREAS, due to the imminent need of staffing levels, the City has issued purchase orders to PeopleReady in Fiscal Year 2022 in a total amount of \$115,884.51; and

WHEREAS, based on current projections, the City anticipates expending approximately \$200,000.00 on temporary staffing services this year; and

WHEREAS, pursuant to Section 38-117 of the City Code, expenditures exceeding \$30,000 require City Commission approval; and

WHEREAS, based on PeopleReady’s experience and qualifications and documented ability to timely provide the qualified staff needed, and the City’s past positive experience with PeopleReady, staff recommends the City Commission approve the expenditure with PeopleReady for the Services in an amount not to exceed \$200,000.00.

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 expenditure with PeopleReady for the Services in an amount not to exceed \$200,000.00.

Section 3. The City Manager is authorized to execute the necessary documents to effectuate the expenditures for the Services with PeopleReady, provided the terms are acceptable to the City Manager and approved as to legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement 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, ASSISTANT CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-3

Agenda Date: 1/24/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a third work authorization with Coastal Protection Engineering, LLC and the Town of Hillsboro Beach for Phase II construction phase services for the Beach Renourishment Project in an amount not to exceed \$183,463.70 for the City's 50% share of the cost; providing for execution and an effective date. (*Funds from Account #001-4553-539-3299 - Other Contractual Services*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$183,463.70

Account Name: Other Contractual Services

Account Number: 001-4553-539-3299

Current Activity

This scope of work is for professional services to support the City of Deerfield Beach (City) and Town of Hillsboro Beach (Town) in constructing a joint beach nourishment project pursuant to the Settlement Agreement between the City and the Town. The four tasks for phase II of the project include Pre and During-Construction Services, Extended Construction, Post-Construction Certification and Reporting, and Intergovernmental Coordination and Funding Support.

Recommendation

Staff recommends the City Commission approve and authorize execution of the Work Authorization with Coastal Protection Engineering, LLC, for the Phase II Construction Phase Services for the beach renourishment project.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A THIRD WORK AUTHORIZATION WITH COASTAL PROTECTION ENGINEERING, LLC AND THE TOWN OF HILLSBORO BEACH FOR PHASE II CONSTRUCTION PHASE SERVICES FOR THE BEACH RENOURISHMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$183,463.70 FOR THE CITY'S 50% SHARE OF THE COST; 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 settle the litigation between the Town and City (the "Settlement Agreement"); and

WHEREAS, the City of Deerfield Beach (the "City") and the Town of Hillsboro Beach (the "Town") jointly issued Request for Qualifications #21-15-JW (the "RFQ") for Beach Nourishment Coastal Engineering Services, which was advertised in the legal notices section of the Sun-Sentinel on January 15, 2021; and

WHEREAS, on April 6, 2021, pursuant to the RFQ, the City and Town entered into an agreement with Coastal Protection Engineering, LLC ("Coastal Protection") for beach renourishment coastal engineering services dated April 12, 2021 (the "Agreement"); and

WHEREAS, on April 15, 2021, the City, Town, and Coastal Protection entered into a work authorization for Phase I services for the beach renourishment project; and

WHEREAS, the Settlement Agreement called for semi-annual beach conditions surveys, which may be used to document storm impacts if the project area is to be affected by a Tropical Storm or Hurricane that results in a declared disaster; and

WHEREAS, on May 17, 2022, the City Commission approved the Second Work Authorization for physical monitoring of the Settlement Agreement project area in an amount not to exceed \$29,938.50 for the City's share of the cost for the services, and the City, Town and Coastal Protection thereafter entered into the Second Work Authorization; and

WHEREAS, the beach renourishment project is at the stage that requires construction and post-construction consulting services for the placement of material from the Boca Raton Inlet ebb shoal dredging project or upland sources onto segments of the City's and Town's beaches, as further described in Coastal Protection's proposal (the "Phase II Services"); and

WHEREAS, Coastal Protection provided a proposal to the City and Town for the Phase II Construction Phase Services for a lump sum fee of \$366,927.40, to be split 50/50 between the City and Town (\$183,463.70 each); and

WHEREAS, the City desires to issue a third work authorization to Coastal Protection under the terms of the Agreement in an amount not to exceed \$183,463.70 for the City's 50% share of the cost for the Phase II Services (the "Third Work Authorization"); and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Third Work Authorization with Coastal Protection.

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 Third Work Authorization with Coastal Protection for the Phase II Services in an amount not to exceed \$183,463.70 for the City's 50% share of the Phase II Services cost.

Section 3. The Mayor and City Manager are hereby authorized to execute the Third Work Authorization with Coastal Protection, consistent with the terms of the Agreement, together with such additional terms 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 take all necessary steps to implement the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, ASSISTANT CITY CLERK

THIRD WORK AUTHORIZATION

BETWEEN

**THE CITY OF DEERFIELD BEACH,
THE TOWN OF HILLSBORO BEACH**

AND

COASTAL PROTECTION ENGINEERING, LLC

FOR PHASE II CONSTRUCTION PHASE SERVICES

This Third Work Authorization (the "Third Work Authorization") is entered into this ____ day of _____, 2023, by and between the City of Deerfield Beach, Florida, with its principal business address located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441, (hereinafter referred to as "City"), the Town of Hillsboro Beach, Florida, with its principal business address located 1210 Hillsboro Mile, Hillsboro Beach, FL 33062, (hereinafter referred to as "Town"),

AND

Coastal Protection Engineering, LLC, a Florida limited liability company with its business address located at 5301 N. Federal Highway, Suite 335, Boca Raton, FL 33487, (hereinafter referred to as "Consultant").

WHEREAS, Consultant is a pre-qualified Consultant of the City and Town pursuant to RFQ No. 21-15-JW and the Continuing Services Contract between the City, Town and Consultant, dated April 12, 2021 (the "Continuing Contract"); and

WHEREAS, Consultant, City and Town entered into a Work Authorization for Phase 1 Services as outlined in Exhibit "A" of the Work Authorization dated April 15, 2021; and

WHEREAS, the Consultant, City and Town entered into a Second Work Authorization for 2022 Physical Monitoring Services; and

WHEREAS, the City, the Town and the Consultant desire to enter into this Third Work Authorization to provide for the Consultant to perform certain professional services in accordance with the terms and conditions of the Continuing Contract and this Third Work Authorization for Phase 2 Construction Phase Services, as more specifically set forth in Exhibit "A" of this Third Work Authorization.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City, Town and Consultant agree as follows

SECTION 1
SCOPE OF SERVICES

Consultant agrees to perform certain professional services for the City and Town, as specifically described in the scope of services attached as Exhibit "A" to this Third Work Authorization, which by this reference is incorporated into this Third Work Authorization in its entirety, (the "Services") during the Term and within the timeline provided for in this Third Work Authorization.

SECTION 2
COMPENSATION

In consideration for the Services to be performed by Consultant, the City and Town agree to pay Consultant in an amount not-to-exceed **\$366,927.40** as further detailed in Exhibit "A". Compensation due to the Consultant shall be invoiced and payable as provided in the Continuing Contract. In the event of City's and Town's termination of this Third Work Authorization prior to the end of the Term pursuant to Section 4, City and Town shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's and Town's termination of this Third Work Authorization.

SECTION 3
TERM OF WORK AUTHORIZATION

The term of this Third Work Authorization shall commence upon the date of execution hereof and shall remain in effect until final completion of the Services (the "Term"), unless terminated earlier pursuant to Section 4 of this Third Work Authorization.

SECTION 4
TERMINATION OF WORK AUTHORIZATION

City and Town may terminate this Third Work Authorization for convenience by giving the Consultant thirty (30) days advance written notice. The termination of this Third Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Third Work Authorization.

SECTION 5
CONTINUING CONTRACT TERMS AND CONDITIONS

The Services to be provided by Consultant pursuant to this Third Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City, Town, and Consultant, which by this reference is incorporated into this Third Work Authorization in its entirety. In the event there

is a conflict between the terms of this Third Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 6 **INDEPENDENT CONSULTANT**

Consultant is an independent Consultant under this Third Work Authorization. Services provided by Consultant shall be by employees of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City or Town. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under this Third Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's or Town's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7 **INDEMNIFICATION / HOLD HARMLESS CLAUSE**

In Consultant's performance of Services under this Third Work Authorization, Consultant shall indemnify, defend and hold harmless the City and Town, and their respective officers, employees, agents and instrumentalities, to the full extent provided for in the Continuing Contract.

SECTION 8 **INSURANCE AND BONDING**

- 8.1 Consultant shall procure and maintain insurance in accordance with the insurance requirements set forth in the Continuing Contract.
- 8.2 This Third Work Authorization shall not be deemed approved until the Consultant has obtained all insurance required under the Continuing Contract and has supplied the City and Town with evidence of such coverage in the form of a Certificate of Insurance and endorsement.

SECTION 9 **NON-APPROPRIATION OF FUNDS**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Third Work Authorization, then the City and Town, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Third Work Authorization without any penalty or expense to the City and Town.

SECTION 10
MISCELLANEOUS

Consultant shall, without additional expense to the City or Town, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 11
AUDIT AND INSPECTION RIGHTS

- 11.1 The City and Town may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Third Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Third Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Third Work Authorization.
- 11.2 The City and Town may, at reasonable times during the term hereof, perform such inspections, as the City and Town deem reasonably necessary, to determine whether the services required to be provided by Consultant under this Third Work Authorization conform to the terms of this Third Work Authorization and the Continuing Contract. Consultant shall make available to the City and Town all reasonable assistance to facilitate the performance of inspections by the City's and Town's representatives.

SECTION 12
AMENDMENTS AND ASSIGNMENT

- 12.1 This Third Work Authorization together with the Continuing Contract constitutes the entire agreement between Consultant, City and Town, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Third Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 5. Any other agreements, promises, negotiations or representations not expressly set forth in this Third Work Authorization are of no force and effect.
- 12.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Third Work Authorization.
- 12.3 Consultant shall not transfer or assign the performance of Services called for in this Third Work Authorization without the prior written consent of the City and Town, which may be withheld or conditioned in the City's and Town's sole discretion.

SECTION 13 **NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Article 10.12 of the Continuing Contract.

SECTION 14 **GOVERNING LAW AND VENUE**

This Third Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 15 **HEADINGS, CONFLICT OF PROVISIONS,** **WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Third Work Authorization. In the event of conflict between the terms of this Third Work Authorization and any terms or conditions contained in any attached documents, the terms in this Third Work Authorization shall prevail. No waiver or breach of any provision of this Third Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 16 **NON-DISCRIMINATION**

Consultant represents and warrants to the City and Town that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Third Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Third Work Authorization.

SECTION 17 **PUBLIC RECORDS**

Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City and Town contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and Town and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Third Work Authorization by the City and Town.

SECTION 18 **SEVERABILITY**

If any provision of this Third Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Third Work Authorization, 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 19 **SURVIVAL**

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Third Work Authorization.

SECTION 20 **JOINT PREPARATION**

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Third Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

THIRD WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH, THE TOWN OF HILLSBORO BEACH AND COASTAL PROTECTION ENGINEERING, LLC FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties hereto have made and executed this Third Work Authorization on the respective dates under each signature.

CITY

ATTEST:

CITY OF DEERFIELD BEACH, a municipal corporation of the State of Florida

Heather Montemayor, City Clerk

By: _____

This ____ day of _____, 2023.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony C. Soroka, City Attorney

TOWN

THE TOWN OF HILLSBORO BEACH

By: _____

This ____ day of _____, 2023.

Approved as to form and legal sufficiency
for the use and reliance by the Town of
Hillsboro Beach, only:

Donald J. Doody, Town Attorney

**THIRD WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH, THE
TOWN OF HILLSBORO BEACH AND COASTAL PROTECTION ENGINEERING, LLC FOR
PROFESSIONAL SERVICES**

CONSULTANT

Coastal Protection Engineering, LLC, a
Florida corporation

By: _____

Name: _____

Title: _____

This ____ day of _____, 2023.

EXHIBIT A
SCOPE OF SERVICES

DRAFT

**COASTAL PROTECTION ENGINEERING**

5301 N. FEDERAL HWY, SUITE 335

BOCA RATON, FL 33487

561-565-5100

December 9, 2022

Sent Via Email

Patrick Bardes
 Coastal & Waterway Coordinator
 City of Deerfield Beach
 401 SW 4th Street
 Deerfield Beach, FL 33441

Mac Serda
 Town Manager
 Town of Hillsboro Beach
 1210 Hillsboro Mile
 Hillsboro Beach, FL 33062

Re: RFQ # 21-15-JW - Proposal for Coastal Engineering 2023 Construction Services

Dear Mr. Bardes and Mr. Serda:

This proposal is being provided in response to your request for Coastal Protection Engineering LLC (CPE) to provide coastal engineering services to the City of Deerfield Beach (City) and Town of Hillsboro Beach (Town) under the Work Authorization approved pursuant to RFQ # 21-15-JW.

The scope of work presented herein is to support the City and Town with construction and post-construction tasks for the placement of material from the Boca Raton Inlet ebb shoal dredging project or upland sources onto segments of the Town's and City's beaches in accordance with the Settlement Agreement.

The CPE Team will provide professional services on the following tasks as further described in the attached Scope of Services (Exhibit A):

Task 1 – Pre- and During-Construction Services

Task 2 – Extended Construction

Task 3 – Post-Construction Certification and Reporting

Task 4 – Intergovernmental Coordination and Funding Support

The total cost for these services is to be provided for a Lump Sum fee of \$366,927.40 as detailed in the attached Fee Proposal (Exhibit B) to be invoiced monthly based on percent complete. CPE will perform these services in accordance with the Rate Schedule and Terms and Conditions of the governing Contract and Work Authorization dated April 6, 2021. We respectfully request that each municipality provide a written Notice to Proceed or corresponding Purchase Order for CPE to commence work in their respective amounts of \$183,463.70 to reflect the equal share of Soft Costs per the Settlement Agreement. Likewise, we will arrange our invoices to each municipality accordingly.



Thank you for the opportunity to serve the City and the Town. If you have any questions, please feel free to contact me directly at 631-896-9137.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tara Brenner', written over a light blue horizontal line.

Tara Brenner, P.G., P.E.
Senior Coastal Engineer
Coastal Protection Engineering LLC
Mobile: 631-896-9137
tbrenner@coastalprotectioneng.com

Att.: Exhibit A – Scope of Services
Exhibit B – Fee Proposal

cc: Chad Grecsek, City of Deerfield Beach
Tom Pierro, P.E., CPE
Dylan Nestler, P.E., CPE



Exhibit A – Scope of Services

Deerfield/Hillsboro Beach Nourishment – 2023 Construction Services

This scope of work is for professional services to support the City of Deerfield Beach (City) and Town of Hillsboro Beach (Town) in constructing an initial beach nourishment project under the joint Settlement Agreement (Resolution No. 2020/148). The tasks presented below are to support the City and Town with administration of the construction event and to perform permit required certification, monitoring and reporting. Construction is anticipated to include placement of sand from the Boca Raton Inlet ebb shoal dredging project or upland sources (i.e., approved upland mines and Deerfield stockpile) within permitted fill templates of the Hillsboro/Deerfield Beach Nourishment project area.

Our staff and subconsultants will be used as described herein and proposed in Exhibit B. Although this proposal is detailed by separable items and estimated by specific staff and categories, it is anticipated that some work elements will exceed the estimate while others fall below the estimate to complete. Our staff and subconsultants will be used as needed to achieve the scope of services and to meet the stated objectives and timelines within the proposed budget.

The following Tasks are included in this Scope of Services:

Task 1 – Pre- and During-Construction Services

The fall/winter 2022 semi-annual survey collected under separate work assignment, will be used to represent the pre-construction beach conditions. Engineers will review the physical monitoring results and perform engineering analysis to refine project reach extents and estimate volumes needed. The goal of the design will be to construct at a minimum, a 5-year project within the Settlement Agreement Area and to replace FEMA funded, storm losses; additional material to be placed north and/or south within the permitted limits will be at the direction of the City and/or Town. The refined design will be communicated to the Contractor prior to sand placement within the Deerfield/Hillsboro project area.

CPE will plan to submit Notice to Proceed (NTP) required items in sequence, as soon as they are available, to aid in timely agency reviews. The NTP request will be finalized once the construction contractor has been awarded and provides turbidity monitoring qualifications, environmental monitoring plans and an Environmental Protection Plan for the project. During the pre-construction phase, CPE will review the contractor's work plan and submittal forms including those needed for the agency NTP request prior to submitting to the permitting agencies. This will include up to one round of work plan revisions from the contractor.

CPE will coordinate with agency representatives, the City, Town, and City of Boca Raton (as applicable), construction contractor, turbidity monitors, and those responsible for protected species monitoring to schedule the permit required pre-construction conference based on the anticipated construction commencement date. To meet permit requirements, CPE professional staff will be prepared to present and discuss relevant permit conditions and support the City and Town in presenting project goals and details. CPE will assist during the contractor pre-construction meeting immediately following or immediately before the agency pre-construction meeting to discuss contract obligations, chain of communication expectations and points of contact, and to clarify project details and logistics.



CPE will serve as Engineer of Record in a support role to the City and Town, assisting in administering the construction of this beach renourishment project. We will assist in coordination for mobilization and demobilization and notifying agency commencement notifications. During construction, a CPE Team coastal engineer experienced in beach nourishment, will be on site daily observing construction operations with a focus on sediment quality and compliance with the construction plans, technical specifications, and environmental permits. CPE will support the City and Town in tracking project progress, reporting volume placed, reviewing contractor submittals, and providing technical advising as it relates to project design or permit conditions. CPE will review daily contractor reports and submit turbidity monitoring reports to appropriate agency contacts throughout construction. This task assumes no more than 8 weeks of active construction.

Once fill sections have been completed by the Contractor, CPE will utilize construction surveys collected by the Contractor, to analyze the placed material to support recommendations to the City and Town for acceptance or rejection of fill sections throughout construction. As the need arises, CPE will assist the City and Town in preparing field changes, change orders, or contract modifications, and making determinations on non-conforming or unauthorized work.

Members of the CPE engineering team will attend weekly construction progress meetings with the City, Town, and Contractor to cover work progress and schedule, conformance to plans and specifications, and other relevant issues for discussion.

CPE will review the Contractor's pay applications monthly, reconcile and/or review the progress pay volumes compared to those measured by the physical surveys within accepted sections.

Once a project reach has been deemed substantially complete, the engineer will develop a punch list of items needing completion or correction prior to final acceptance of the project and provide written recommendations to the City and Town concerning acceptability of the work done.

Task 2 – Extended Construction Support

This task provides additional professional services for potential construction needs that may arise beyond those anticipated at the time of preparation of this scope of work. Additional support as directed by the City or Town may include:

- Attendance at public meetings
- Easement coordination
- Extended coordination with regulatory agencies
- Construction related coordination
- Sand quality remediation coordination
- On site observation support for active construction that exceeds the 8-week maximum assumed in Task 1

Task 3 – Post-Construction Certification and Reporting

CPE's surveying subconsultant, Morgan & Eklund (M&E), will perform beach profile surveys to document post-construction beach conditions throughout the project area. This survey is anticipated to also serve the pre-storm survey objectives of the Settlement Agreement for 2023. Thirty-three (33) beach profiles will be collected between FDEP reference monuments R-1 and R-18 to comply with the environmental



permit's Physical Monitoring Plan (September 2022). Stations may include lines spaced approximately 200' apart between R-5 and R-7, intermediate stations at approximately 500' spacing between R-7 and R-13, and five profiles north and south of the permitted project limits. All profiles will be full profiles extending from landward of the edge of vegetation to approximately 3,000' offshore beyond the depth of closure (approximately -20' NAVD).

All work will be conducted under the direct supervision of a licensed Florida Professional Surveyor and Mapper of M&E and will be in accordance with 5J-17 F.A.C. and the March 2014 BBCE Monitoring Standards for Beach Erosion Control Projects, Sections 01000 and 01100. Data processing and reporting will be conducted following the data collection. Survey files consisting of plotted beach profiles, ASCII XYZ files, control tabulation, and survey certification will serve as deliverable for Task 3.

Post-construction sediment samples will be collected, analyzed, and archived in accordance with the project's Sediment QC/QA Plan by CPE team members. CPE's laboratory subconsultant, AVS will provide geotechnical laboratory services including sieving and carbonate content analyses for post-construction samples.

In accordance with permit requirements, a CPE Professional Engineer will prepare the project completion statement and certifications within 30 days. The certifications will be based on during construction surveys and satisfy FDEP General Condition #11.

In accordance with the project's Physical Monitoring Plan, a post-construction engineering monitoring report will be prepared under direction of a M&N Professional Engineer. The post-construction report will be based on pre- and post-construction project surveys and include key project details, volumes placed, summarize the results of post-construction sediment testing, and document environmental compliance tasks performed during construction. This report will be finalized and submitted to agencies within 90 days of the post-construction survey.

Task 4 – Intergovernmental Coordination and Funding Support

Under this task, the CPE Team will support the City and Town with intergovernmental coordination and funding support. Intergovernmental coordination may include attendance at commission meetings, conference calls, meetings, presentations, review of technical documents, miscellaneous coordination, and staff support for implementation of intergovernmental and local agreements.

The CPE Team will draft the FY 2024/2025 Local Government Funding Request for City and Town review and submittal to the FDEP Beaches Funding Program in summer 2023. We will also assist the City and Town in their coordination with Broward County, FDEP and/or FEMA for potential project cost reimbursement or cost sharing. Professional coastal funding support may include attending conference calls and providing general technical support (i.e., project description, construction details, cost estimates, etc.) at the City or Town's request up to the limit of effort proposed.



Exhibit B - Fee Proposal

The Scope of Services presented in Exhibit A will be performed for a Lump Sum fixed price as shown on the fee estimate attached hereto within Exhibit B. The work will be invoiced monthly on a percent-complete basis shared equally (50/50) between the City of Deerfield Beach (City) and Town of Hillsboro Beach (Town) as “Soft Costs” defined by the Settlement Agreement. The services will be conducted in accordance with the terms and conditions of the Contract between Coastal Protection Engineering LLC (CPE) and the City and Town, and the Work Authorization dated April 6, 2021.

Please issue the Purchase Order and/or Notice to Proceed in the name of our license contracting entity, Coastal Protection Engineering LLC, and reference the contract under which we are performing these services. The approved rates, classifications, and fee estimate build up are presented below. Should the project require additional services not included in this proposal, CPE will coordinate with the City and Town to amend the scope of services with a mutually agreeable revision. Additional services can be provided under a future phase proposal upon request.



City of Deerfield Beach & Town of Hillsboro Beach
RFQ #21-15-JW
2023 Construction Services

Fee Proposal - December 2022

			Labor					Sub-Consultants			
Task No.	Description	Task Total	Principal Engineer	Project Manager	Senior Marine Biologist	Coastal Engineer	Junior coastal Engineer	CAD/GIS	Moffat & Nichol, Inc.	AVS a Division of AmDrill	Morgan & Eklund, Inc.
			(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Direct Costs)	(Direct Costs)	(Direct Costs)
1	Pre- and During-Construction Services	\$210,716.00	42	180	20	246	184	20	\$105,540.00		
2	Extended Construction	\$48,220.00	10	44	4	62	46	5	\$22,680.00		
3	Post-Construction Certification and Reporting	\$68,147.40	4	22		36	16	12	\$17,230.00	\$12,186.00	\$21,758.00
4	Intergovernmental Coordination and Funding Support	\$39,844.00	36	58	6	68		8	\$9,880.00		
Total =			92	304	30	412	246	45	\$155,330.00	\$12,186.00	\$21,758.00
Rate =			\$256.00	\$166.00	\$152.00	\$125.00	\$100.00	\$90.00	1.1	1.1	1.1
Cost =			\$23,552.00	\$50,464.00	\$4,560.00	\$51,500.00	\$24,600.00	\$4,050.00	\$170,863.00	\$13,404.60	\$23,933.80
Total Labor Cost =			\$158,726.00								
Total Sub-Consultants Costs =			\$208,201.40								
Total Project Costs =			\$366,927.40								
Coastal Protection Engineering LLC											



Rate Schedule for RFQ 21-15-JW
Coastal Protection Engineering LLC
March 2021

I. Labor Rates

Labor Classification

Principal Engineer	\$256.00
Principal Coastal Scientist	\$256.00
Program Manager	\$180.00
Project Manager	\$166.00
Senior Coastal Engineer	\$166.00
Senior Marine Geologist	\$166.00
Senior Coastal Scientist	\$163.00
Senior Marine Biologist	\$152.00
Coastal Engineer	\$125.00
Coastal Modeler	\$110.00
Junior Coastal Engineer	\$100.00
Junior Coastal Scientist	\$95.00
CAD / GIS Operator	\$90.00
Engineering Intern / Technician	\$72.00

II. Reimbursable Costs*

Cost Classification

Mileage	\$0.575 / mile
SCUBA Diving	\$60 / diver / day
Equipment	Per Purchase Order
Direct Costs	Per Purchase Order
Sub-Consultants	10% of Cost

**Subject to terms and conditions of Contract and applicable Work Authorization and the following specific exclusions:*

- 1. Travel costs within Broward County to project sites and client offices.*
- 2. Incidental costs for set-up and hosting of conference call or virtual meetings.*
- 3. Miscellaneous contract administration costs such as task order development and negotiations.*



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-4

Agenda Date: 1/24/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the City Manager to enter into an Interlocal Agreement with the City of Boca Raton related to the City of Boca Raton's Bid No. 2023-06-FV, including the bid alternates, and the Joint Beach Renourishment Project to be performed in the City of Deerfield Beach; 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 Boca Raton is dredging the Boca Raton Inlet ebb shoal as part of their South Boca Beach Nourishment Project. This project is anticipated to occur between February - March of this year.

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

On Tuesday January 10th, the City of Boca Raton City Commission awarded the Boca Bid to, and authorize execution of a contract with, Great Lakes Dredge and Dock, LLC ("Great Lakes"), the contractor that will be conducting the nourishment for the City of Boca Raton. Boca Raton also authorized their City Manager to enter into an interlocal agreement with the City of Deerfield Beach related to the beach renourishment to be performed in the City of Deerfield Beach if their City Manager determined it was in the best interest of Boca Raton.

The City intends to contract with Great Lakes for beach nourishment services for the joint Deerfield Beach/Hillsboro Beach beach renourishment project services, by utilizing the terms of the Boca Bid documents, including the mandatory alternates included for sand placement within the Deerfield Beach and Hillsboro Beach as provided therein.

The Great Lakes bid submission includes a mobilization/demobilization line item in the amount of \$3,975,000, which includes mobilization/demobilization costs for services related to beach renourishment in Boca Raton, Deerfield Beach, and Hillsboro Beach, and the City of Boca Raton and the City of Deerfield Beach are negotiating an interlocal agreement to provide for beach renourishment project coordination and the proportionate payment of the mobilization/demobilization costs based on the amount of sand that is ultimately placed on the beaches of Boca Raton, Deerfield

Beach and Hillsboro Beach (the “Proportionate Mobilization Costs”).

The bid tabulation is attached. The total for the mandatory bid alternates for the project and sand placement within the City of Deerfield Beach and the Town of Hillsboro Beach is estimated at \$5,264,905.14. Currently, the estimated proportionate cost for mobilization for the City of Deerfield Beach if the full 182,000 cubic yards of sand is placed within the City of Deerfield Beach and Town of Hillsboro Beach is estimated at approximately 9% of the total mobilization costs, which is \$357,750. Total mobilization costs for the overall project are \$3,975,000.

Staff recommends that the City Commission authorize the City Manager to enter into an Interlocal Agreement with the City of Boca Raton related to the beach renourishment to be performed by Great Lakes to address project coordination and the Proportionate Mobilization Costs regarding sand placement within the City of Deerfield Beach and the Town of Hillsboro Beach (the “Interlocal Agreement”).

Recommendation

City Staff recommends authorizing the City Manager to enter into the Interlocal Agreement with the City of Boca Raton, provided that the City Manager determines it is in the best interest of the City to do so and the terms are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF BOCA RATON RELATED TO THE CITY OF BOCA RATON'S BID NO. 2023-06-FV, INCLUDING THE BID ALTERNATES, AND THE JOINT BEACH RENOURISHMENT PROJECT TO BE PERFORMED IN THE CITY OF DEERFIELD BEACH; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Boca Raton is dredging the Boca Raton Inlet ebb shoal as part of their South Boca Beach Nourishment Project, which is anticipated to occur between February and March of this year; and

WHEREAS, 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 for the Deerfield Beach/Hillsboro Beach joint beach renourishment project; and

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

WHEREAS, on January 10, 2023, the City of Boca Raton awarded the Boca 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 beach renourishment to be performed in the City of Deerfield Beach if their City Manager determined it was in the best interest of Boca Raton; and

WHEREAS, the City intends to contract with Great Lakes for beach nourishment services for the joint Deerfield Beach/Hillsboro Beach beach renourishment project services, by utilizing the terms of the Boca Bid documents, including the mandatory alternates included for sand placement within the Deerfield Beach and Hillsboro Beach as provided therein; and

WHEREAS, the Great Lakes bid submission includes a mobilization/demobilization line item in the amount of \$3,975,000, which includes mobilization/demobilization costs for services related to beach renourishment in Boca Raton, Deerfield Beach, and Hillsboro Beach, and the City of Boca Raton and the City of Deerfield Beach are negotiating an interlocal agreement to provide for beach renourishment project coordination and the proportionate payment of the mobilization/demobilization costs based on the amount of sand that is ultimately placed on the beaches of Boca Raton, Deerfield Beach and Hillsboro Beach (the "Proportionate Mobilization Costs"); and

WHEREAS, staff recommends that the City Commission authorize the City Manager to enter into an Interlocal Agreement with the City of Boca Raton related to the beach renourishment to be performed by Great Lakes to address project coordination and the Proportionate Mobilization Costs regarding sand placement within the City of Deerfield Beach and the Town of Hillsboro Beach (the “Interlocal 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 authorizes the City Manager to enter into the Interlocal Agreement with the City of Boca Raton, provided that the City Manager determines it is in the best interest of the City to do so and the terms are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, ASSISTANT CITY CLERK

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 Hersheve ☐ 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:

Requisition No.

Dollar Amount

Account #

REQ0022274

\$6,548,545.00

354.44.11001.56300001.541.1440080.00
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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:

Project Coordinator: Zachary Bihr, P.E.

Date: 12/21/22

Division Head:

Date:

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

GENERAL CONDITIONS INDEX

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South Boca Raton Beach Renourishment – 6th Renourishment Event
Project Number: 1440080

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Construction Contract
General Conditions

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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.

**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

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South Boca Raton Beach Renourishment - 6th Renourishment Event
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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 r, 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.

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GENERAL CONDITIONS

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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).

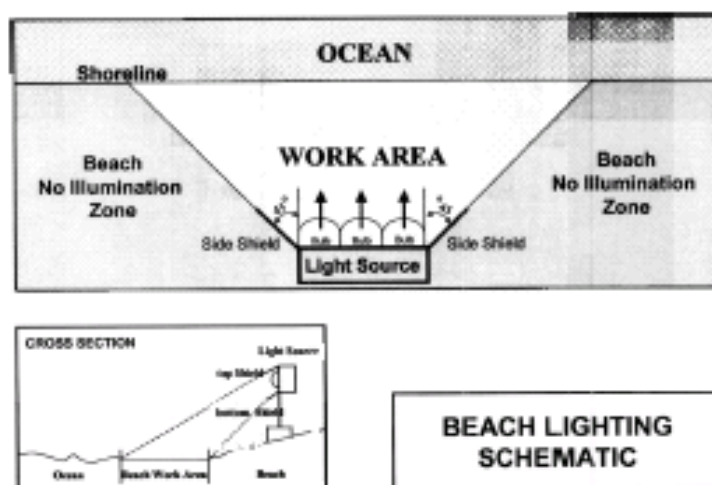


Figure 1

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. 2023-6

Agenda Date: 1/24/2023

Status: DEPARTMENTAL BUSINESS

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 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 an amount not to exceed \$6,000,000; 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 \$6,000,000

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.

On December 9, 2022, the City of Boca Raton opened bids for a dredge project to occur within the City of Boca Raton. As part of this regional coordination, the City of Boca Raton included in their base bid an alternate bid to include placing up to 182,000 cubic yards from the ebb shoal into the City of Deerfield Beach and the Town of Hillsboro Beach. The bid total for the alternative Boca Raton bid which includes the placement of sand within the City of Deerfield Beach and the Town of Hillsboro Beach, mobilization and a 10% contingency and cubic yard total variation of 25% is \$6,000,000.

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.

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 awarding a contract with Great Lakes Dredge and Dock to conduct the bid alternate work for an amount not to exceed \$6,000,000. This amount includes the City of Deerfield Beach's portion of the project as well as the Town of Hillsboro, mobilization, 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 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 AN AMOUNT NOT TO EXCEED \$6,000,000; 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 (the "Deerfield/Hillsboro 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 Deerfield/Hillsboro Project, and the City of Boca Raton issued Bid No. 2023-06-FV for a dredge project to occur within Boca Raton (the "Boca Bid"), which included mandatory bid alternates for placing up to 182,000 cubic yards of sand from the ebb shoal 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); and

WHEREAS, on January 10, 2023, the City of Boca Raton awarded the Boca 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 Deerfield/Hillsboro Project; and

WHEREAS, the City 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 is seeking to contract with Great Lakes for beach nourishment services for the Deerfield/Hillsboro Project (collectively, the "Services"), by utilizing the terms of the Boca Bid and related contract (the "Boca Contract"), including the mandatory alternates included for the Deerfield/Hillsboro Project as provided therein, in an amount not to exceed \$6,000,000; 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, attached as Exhibit “1”, for the Services for the Deerfield/Hillsboro Project utilizing the terms of the Boca 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, attached as Exhibit 1”, for the Services for the Deerfield/Hillsboro Project in an amount not to exceed \$6,000,000.

Section 3. The City Manager is authorized to execute the Agreement with Great Lakes, consistent with the terms of the Boca 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, ASSISTANT CITY CLERK

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 Hersheve ☐ 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:

Requisition No.

Dollar Amount

Account #

REQ0022274

\$6,548,545.00

354.44.11001.56300001.541.1440080.00
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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:

Project Coordinator: Zachary Bihr, P.E.

Date: 12/21/22

Division Head:

Date:

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:

STAY CONNECTED   

- AN EQUAL OPPORTUNITY EMPLOYER -

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

1

RESOLUTION NO. 2020/148

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT WITH THE TOWN OF HILLSBORO BEACH TO SETTLE THE LITIGATION STYLED *TOWN OF HILLSBORO BEACH VS. CITY OF DEERFIELD BEACH*; AUTHORIZING EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE THE SETTLEMENT; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach and the Town of Hillsboro Beach are coastal communities that border on the Atlantic Ocean, with Hillsboro being located adjacent to and immediately south of Deerfield; and

WHEREAS, Hillsboro Beach filed suit against Deerfield Beach in Broward County Circuit Court, Case No. 17-007784 (08), seeking to enforce permits issued to Deerfield Beach by the Board of Trustees of the Internal Improvement Trust Fund regarding certain erosion control structures that were constructed in the 1950s and 1960s (the "Litigation"); and

WHEREAS, the parties have negotiated a Settlement Agreement, attached as Exhibit "A," which is intended to resolve all issues raised in the Litigation or related to the subject matter of the Litigation.

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 Agreement with the Town of Hillsboro Beach, attached as Exhibit "A".

Section 3. That the Mayor and City Manager are authorized to execute the Settlement Agreement, attached as Exhibit "A", together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. That the appropriate City officials are authorized to execute all documents deemed necessary by the City Attorney, and to do all things necessary, to implement the intent of this Resolution.

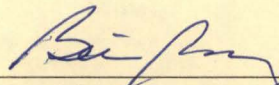
Section 5. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 6. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

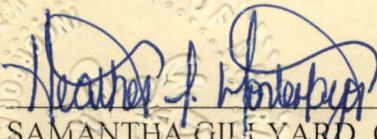
Section 7. This Resolution shall take effect immediately upon adoption.

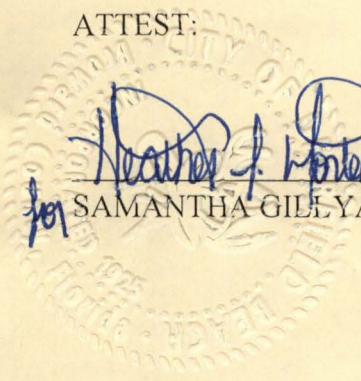
PASSED AND ADOPTED THIS 8TH DAY OF OCTOBER, 2020.

CITY OF DEERFIELD BEACH


BILL GANZ, MAYOR

ATTEST:


for SAMANTHA GILLYARD, CMC, CITY CLERK



SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Settlement Agreement" or "Agreement") is entered into between the Town of Hillsboro Beach (the "Town" or "Hillsboro"), and the City of Deerfield Beach (the "City" or "Deerfield") (collectively, the "Parties") with an effective date as described herein.

WHEREAS, Hillsboro is a municipal corporation and body politic within the State of Florida located in Broward County, Florida.

WHEREAS, Deerfield is a municipal corporation and body politic within the State of Florida located in Broward County, Florida.

WHEREAS, Deerfield and Hillsboro are coastal communities that border on the Atlantic Ocean, with Hillsboro being located adjacent to and immediately south of Deerfield.

WHEREAS, a number of erosion control structures ("Structures") were constructed by Deerfield in the 1950s and 1960s pursuant to permits from the Board of Trustees of the Internal Improvement Trust Fund ("Trustees").

WHEREAS, Hillsboro filed suit against Deerfield in Broward County Circuit Court, Case Number Case No. 17-007784 (08), seeking to enforce the permits issued to Deerfield by the Trustees (the "Litigation").

WHEREAS, the Parties desire to settle the Litigation and to avoid future litigation on these issues because it is in the best interest of both, without any admission of error, liability, or wrongdoing.

WHEREAS, the Parties have identified a mutually beneficial solution, without attribution of cause, and recognize that it is to their mutual benefit, and the benefit of the public, to work cooperatively to implement that solution.

WHEREAS, the parties have settled upon a shared solution, and cooperation on engineering, permitting, funding, monitoring, management, maintenance and renourishment of Deerfield and Hillsboro's beaches.

WHEREAS, this settlement agreement is intended to and shall resolve all issues raised in the Litigation or related to the subject matter of the Litigation.

WHEREAS, the Parties desire to cooperate on maintaining public access and free passage along the shoreline of Deerfield Beach and Hillsboro Beach to the extent required

by state law and to increase the possibility of receiving local, state and federal third party funding for beach management, maintenance and nourishment, only in accordance with the terms of this Agreement.

WHEREAS, the Parties agree to manage their combined shoreline, cooperate and coordinate their beach management activities, and to increase the possibility of establishing a longer life for renourishments, and receiving local, state and federal third party funding for beach management, maintenance and nourishment, only to the extent, and based upon the terms, set forth below.

WHEREAS, the Parties agree to jointly manage the beach and sediment regionally, approach, jointly or after consultation, independently, the City of Boca Raton, the Hillsboro Inlet District, Broward County, the State of Florida and the federal government to foster regional cooperation on regional sediment management issues, and to increase the possibility of receiving local, state and federal third party funding for beach management, maintenance and nourishment, only to the extent, and based upon the terms, set forth below.

WHEREAS, the Parties agree to meet regularly, and if needed on an emergency basis, to provide for a well-managed, maintained and nourished beach in Hillsboro and Deerfield, and to increase the possibility of receiving local, state and federal third party funding for beach management, maintenance and nourishment, and to foster cooperation on regional sediment management issues, only to the extent, and based upon the terms, set forth below.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree, as follows:

- I. **Recitals.** The foregoing recitals are incorporated herein by reference; provided however, that to the extent any conflict may exist, the terms of the Agreement below shall take precedence over the recitals.
- II. **Effective Date.** This Agreement shall become effective on the date it is executed by all the Parties. The last date of execution by all the Parties shall be known as the "Effective Date" of this Agreement.
- III. **Definitions.** The terms used in this document are defined as follows:
 - a. "Agreement" or "Settlement Agreement" means this agreement to settle the Litigation as of the Effective Date.
 - b. "City" or "Deerfield" means the City of Deerfield Beach, a municipal corporation and body politic within the State of Florida located in

Broward County, Florida.

- c. "Claims" means all issues raised in the Litigation or related to the subject matter of the Litigation.
- d. "Corps" means the United States Army Corps of Engineers.
- e. "Effective Date" means the last date of execution of this Agreement by all the Parties.
- f. "FEMA" means the Federal Emergency Management Agency, or its successor agency.
- g. "FEMA Project" means, as more particularly described in Section IV.e, a renourishment project to address storm damage that is undertaken by Hillsboro Beach and/or Deerfield Beach with beach compatible sand using third party funds from the Federal Emergency Management Agency, or its successor agency.
- h. "Gross Cost" means all costs prior to application of Third Party Funds.
- i. "Litigation" means the suit filed by Hillsboro against Deerfield in Broward County Circuit Court, Case Number Case No. 17-007784 (08), seeking to enforce the permits issued to Deerfield by the Trustees for the Structures.
- j. "Net Costs" means all costs remaining after the application of Third Party Funds.
- k. "Parties" means Deerfield and Hillsboro collectively.
- l. "Project Management" means procurement and contracting; engineering; permitting; applying for local, state and federal third party funding; but shall not include work performed by City or Town employees.
- m. "Renourishment Project" means a joint renourishment project undertaken by Hillsboro Beach and Deerfield Beach as described by Section IV.
- n. "Revetment" means the portion of the sloping rock or boulder structures placed on Deerfield's shore to absorb the energy of incoming water that is located within Deerfield landward of the last two Structures adjacent to the Deerfield and Hillsboro border.
- o. "Sand Costs" means all costs to purchase and place sand during a Renourishment Project, including, without limitation, costs for acquisition,

filtering, transportation, delivery, and mobilization, but not including costs for work performed by City or Town employees.

- p. "Semi-Annual Beach Monitoring" means the monitoring in May and November pursuant to the physical monitoring plan in the permits for the most recent Project, as more fully described in Section IV.c of this Agreement.
- q. "Soft Costs" means costs associated with any Renourishment Project other than Sand Costs, including, but not limited to, the cost of Project Management. Soft Costs shall not include costs for work performed by City or Town employees.
- r. "Structures" means the erosion control structures that were constructed by Deerfield in the 1950s and 1960s pursuant to permits from the Trustees.
- s. "Third Party Funds" or "Third Party Funding" means funding obtained from third parties other than the City or the Town, including, but not limited to, local, state and federal sources.
- t. "Town" or "Hillsboro" means the Town of Hillsboro Beach, a municipal corporation and body politic within the State of Florida located in Broward County, Florida.
- u. "Trustees" means the Board of Trustees of the Internal Improvement Trust Fund.

IV. Settlement Terms. The Parties agree to settle the Litigation upon the following terms:

- a. Joint Coordinated Beach Renourishment.
 - i. The parties agree to jointly perform, in coordination with each other, Renourishment Projects every 5 years during the term of this Agreement (except as provided in IV.a) with a minimum design life of 5 years, for a total of up to 6 Renourishment Projects, so that the following Beach Profiles are achieved in the City and the Town at the conclusion of each Renourishment Project:
 - 1. Deerfield Beach Profile. Nourish the beach with beach compatible sand so that the groins and rubble mounds in the South Sector from SE 6th Street to SE 10th Street are buried by sand at the conclusion of each Renourishment. Nothing herein shall be construed as requiring Deerfield to ensure

that the groins and rubble mounds in the South Sector are buried by sand at any time other than immediately at the conclusion of each Renourishment Project.

2. Hillsboro Beach Profile. Nourish the beach with beach compatible sand from the Town line at SE 10th Street (approximately R-6.7) to approximately R-9.
- ii. Construction Date. The Parties agree that the anticipated construction date of the first Renourishment Project is between 2021 and 2023, and Renourishment Projects will take place every 5 years thereafter unless the Renourishment Project is deemed premature by the coastal engineers for both parties, or that it should take place at other times mutually agreed to by the Parties, in accordance with Section IV(a)(i), above.
- iii. Project Management. Hillsboro and Deerfield agree to jointly perform Project Management in coordination with each other. Deerfield shall be kept informed of Project Management activities through its City Manager or his or her designee, and Hillsboro shall be kept informed through its Town Manager or his or her designee. In the event the Parties have a disagreement over Project Management that they are unable to resolve, the Parties shall resolve the disagreement utilizing the Reviewing Consultant process in Section IV.d.
- iv. Selection Committee. The Parties will select the Renourishment Project contractor(s) in accordance with the qualifications-based selection process outlined in Section 287.055, Florida Statutes, as it may be amended from time to time or any superseding Florida Statute. The Selection Committee shall consist of the Hillsboro Beach Town Manager and the City of Deerfield Beach City Manager, or their designees, and one additional member from each of the Parties, for a total of two members from Hillsboro Beach and two members from Deerfield Beach.

The Selection Committee is authorized to review and rank proposals and issue a recommendation to the Parties. The Hillsboro Beach Commission and the Deerfield Beach Commission shall then meet in a joint session to discuss and approve a proposal, or reject all of them. In the event that the Commissions reject all proposals, they may vote to solicit and advertise for other qualified bids.
- v. Costs for Beach Renourishment. The Parties agree to use best

efforts to reduce the costs for Beach Renourishment by using the least expensive source of beach compatible sand and maximizing Third Party Funding for both Parties. The Parties agree, to the extent possible, to first apply Third Party Funds towards all Soft Costs, with remaining Third Party Funds being applied to Sand Costs.

However, Third Party Funds a Party receives from FEMA for a FEMA Project will apply only to that Party's Soft or Sand Costs subject to any limitation imposed by regulation or law.

In the event that Third Party Funds cannot be applied in whole or in part to a Renourishment Project due to the non-public status of any beach area or portion of any beach area, then such restricted Third Party Funds will nevertheless be applied to other permissible costs, including Soft Costs or Sand Costs even if only one Party receives a greater reduction of the Net Sand Costs. Nothing herein should be construed to permit the application of funds to any portion of a Renourishment Project that would violate law or conditions imposed as part of the disbursement of Third Party Funds. The Parties agree to pay for their own portion of the Net Sand Costs, based on the percentage of sand placed on each Party's respective Profile. Net Soft Costs will be divided evenly.

vi. Conditions Precedent

1. Monetary Cap

If the Net Cost of any Renourishment Project (after deducting Third Party Funds) shall exceed \$3 million for either Party, as adjusted by the Construction CPI for the Southeast Florida Region from the Effective Date (the "Monetary Cap"), then the renourishment project shall not move forward unless the greater expenditure is agreed to by the party or parties that would need to spend in excess of the Monetary Cap.

In the event that a Renourishment Project does not satisfy the Monetary Cap, the Parties agree to work together in good faith to reduce the scope of the Renourishment Project so that it will satisfy the Monetary Cap.

2. Third Party Funding.

If the Parties are unable to obtain Third Party Funding to cover at least 50% of the total cost of a Renourishment Project, then that Renourishment Project shall not proceed during that fiscal year ("Year One") and shall be attempted during the following fiscal year ("Year Two"), unless the Parties otherwise agree in writing.

If, during Year Two, the Parties are still unable to obtain Third Party Funding to cover at least 50% of the total cost of the Renourishment Project, then the Renourishment Project shall not proceed during Year Two and shall be attempted during the following fiscal year ("Year Three"), unless the Parties otherwise agree in writing.

If, during Year Three, the Parties are still unable to obtain Third Party Funding to cover at least 50% of the total cost of the Renourishment Project, then the Parties shall nevertheless proceed with that Renourishment project, subject to the Monetary Cap.

3. Nothing herein shall be construed to prevent the Parties from approving, in writing, a Renourishment Project that does not otherwise satisfy these conditions precedent.

- b. Maintenance of Public Access. Deerfield agrees that it will maintain public access along the shoreline at the Revetment to the extent required by state law.
- c. Semi-Annual Beach Monitoring. The Parties agree to jointly conduct and pay for Semi-Annual beach monitoring in May and November per the physical monitoring plan for the most recently completed Renourishment Project under this Agreement to determine whether, and the extent, a Renourishment Project is necessary. The Semi-Annual Beach Monitoring shall be treated as a Soft Cost. The Parties shall jointly manage the Semi-Annual Beach Monitoring. The Semi-Annual Beach Monitoring should be designed to fulfill the requirements necessary to pursue Third Party Funding (including, but not limited to, potential FEMA or other reimbursement sources should such reimbursement be available to maintain the beach renourishment). Each party shall share the results of this Semi-Annual Beach Monitoring data during the process of obtaining the report, including drafts, and once the report is prepared in final form. Within 30 days of receipt of a report on the Semi-Annual Beach Monitoring data, the designated staff or consultants of the Parties shall meet to review the data and formulate action plans regarding the need for

a Renourishment Project.

d. Reviewing Consultant. In the event of a technical disagreement between the Parties' coastal engineers or consultants, the Parties shall use the following process to resolve the technical disagreement:

- i. The Party invoking the Reviewing Consultant process described herein shall so notify the other party in writing and, as part of that writing, provide the other party a list of at least three (3) potential Reviewing Consultants to resolve the disagreement. The other Party may select a Reviewing Consultant from that list or propose three alternative Reviewing Consultants, in which case the invoking Party may choose one of the three alternative Reviewing Consultants. If the invoking party does not choose one of the three alternative Reviewing Consultants proposed by the other Party, then each Party shall appoint a Reviewing Consultant and those two Reviewing Consultants shall appoint a third, neutral Reviewing Consultant, and the three shall serve as the Reviewing Consultant.
- ii. The Parties will jointly engage the Reviewing Consultant and split the cost of the Reviewing Consultant with each Party paying 50% of the costs.
- iii. The Parties shall jointly meet with the Reviewing Consultant and provide the Reviewing Consultant with information that the Reviewing Consultant deems necessary to resolve the disagreement.
- iv. The Reviewing Consultant shall provide a written opinion to resolve the disagreement within 30 days of retention of the Reviewing Consultant, or such other time as the Parties may mutually agree.
- v. The Parties are bound to use the Reviewing Consultant's opinion to resolve the disagreement unless both Parties mutually agree in writing to resolve the disagreement in a different manner from the Reviewing Consultant's opinion.

e. FEMA Projects. If FEMA funds could be available to fund a FEMA Project, the Parties agree to apply, individually or jointly, for such FEMA funds. The Parties agree to coordinate with each other to jointly coordinate and undertake their FEMA Projects pursuant to any conditions or restrictions applicable to funds received from FEMA. Funds that a Party

receives from FEMA for a FEMA Project may be applied to that Party's Sand Costs at that Party's option and subject to any requirements or limitations imposed by FEMA. FEMA Projects do not qualify as a Renourishment Project under Section IV.a. However, if a FEMA Project is anticipated to take place in the same year that a Renourishment Project would regularly take place, the Parties may combine the FEMA Project with the Renourishment Project.

- f. Regional Sediment Management. Hillsboro and Deerfield shall work cooperatively to achieve the goal of establishing a regional sediment management process, and associated interlocal or other agreements, to maximize Third Party Funding, and to proactively manage the beach and inlet resources on a regional, rather than a municipal, basis that includes all government bodies with authority over the region between Boca Raton Inlet and Hillsboro Inlet — including, but not limited to, the Parties, the City of Boca Raton, the Hillsboro Inlet District, Broward County, Palm Beach County, the State of Florida and the federal government (“Regional Sediment Management”). The staff for the Parties shall meet and discuss the status of their efforts on Regional Sand Management at the same time they meet to discuss the Semi-Annual Beach Monitoring.
- g. Opportunities with Hillsboro Inlet District. Hillsboro shall explore cooperative opportunities with Hillsboro Inlet District to assist Hillsboro and Deerfield in achieving their goals discussed in this Agreement, including, but not limited to, Regional Sediment Management, better management of the Hillsboro Inlet, use of the Hillsboro Inlet and Inlet Ebb Shoal as a sand source, joint participation on projects, and Third Party Funding. Hillsboro shall keep Deerfield informed of such exploration when the staff for the Parties meet to discuss the Semi- Annual Beach Monitoring.
- h. Opportunities with City of Boca Raton. Deerfield agrees to work in good faith to explore cooperative opportunities with the City of Boca Raton to assist Hillsboro and Deerfield in achieving the goals discussed in this Agreement, including, but not limited to, Regional Sediment Management, confirm the the use of best practices for management of the Boca Raton Inlet, use of the Boca Raton Inlet and Inlet Ebb Shoal as a sand source, joint participation on projects, and Third Party Funding. Deerfield shall keep Hillsboro informed of such exploration when the staff for the Parties meet to discuss the Semi- Annual Beach Monitoring.
- i. Dismissal of the Litigation. Within 7 days of the Effective Date, Hillsboro shall file a voluntary dismissal of the Litigation with prejudice. Each Party shall bear its own attorney's fees, costs and expenses associated with the Litigation. This Settlement Agreement is intended to and shall resolve all

the Claims. By executing this Agreement, the Parties acknowledge and agree that all further judicial or administrative action related to the Claims are barred, except that the Parties sole recourse for any Claims shall be to move the Court to enforce the terms of this Settlement Agreement. The court shall retain jurisdiction over the Parties to enforce the terms of this Settlement Agreement.

- j. Consultants. Any agreements with consultants shall contain a provision that requires the consultant to have insurance that names both Deerfield and Hillsboro as additional insureds. Deerfield and Hillsboro agree that consultants working on beach renourishment projects shall be solely responsible for that consultant's negligent acts or omissions. Neither Deerfield nor Hillsboro will seek to hold the other party liable for any act or omission committed by any consultant. The Parties further agree that the Party selecting the consultant shall have no liability whatsoever to the other related to the selection of any consultant as permitted herein.
- k. Temporary Construction Easement. Deerfield agrees to grant Hillsboro a temporary construction easement for construction purposes only, as shown by Exhibit "A" or as otherwise agreed in writing, subject to appropriate surveying to establish the actual boundaries upon 60 days written notice of the need for such temporary construction easement. Any request for a temporary construction easement will be made by the engineers of record for a particular project based upon a determination that there is a need for such an easement for that project. Hillsboro agrees to be responsible for any damage caused in connection with independent construction activities that utilize the easement. Any use of the easement by Hillsboro is contingent upon the approval by Deerfield of a maintenance of traffic plan so as to ensure that traffic and businesses in the vicinity are not materially disrupted.

V. **Miscellaneous Provisions.**

- a. Notice. All notices, amendments, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by prepaid express overnight courier or messenger service, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses or to such other address(es) as a Party may designate by prior written notice in accordance with this provision to the other Party:

As to the Town: Town of Hillsboro Beach
 1210 Hillsboro Mile

Hillsboro Beach, Florida 33062

With a copy to: Goren, Cherof, Doody & Ezrol, P.A.
(Which Shall Not 3099 East Commercial Boulevard, Suite 200
Constitute Notice) Ft. Lauderdale, Florida 33308
Attn: D.J. Doody, Esq.

As to the City: City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

With a copy to: Weiss Serota Helfman Cole & Bierman, P.L.
(Which Shall Not 200 E. Broward Blvd., STE 1900
Constitute Notice) Fort Lauderdale, Florida 33301
Attn: Anthony Soroka, Esq.

- b. Authority to Enter Agreement. The Parties represent and warrant that each has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution and delivery and performance hereof by the Parties has been duly authorized by the governing authority of each of the Parties.
- c. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement also supersedes and replaces all prior representations, statements and understandings between the Parties with respect to the matters and things addressed herein, either written or oral. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
- d. Binding Effect and Term. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, successors and permitted assigns. This Agreement is effective for a term of thirty (30) years from the execution of the first Renourishment Project contract. This Agreement may be renewed by mutual agreement of the parties for up to four additional five-year periods.
- e. Default and Remedy.
 - i. Default. Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or express warranty contained in this Agreement shall constitute a Default under this

Agreement.

- ii. Notice of Default and Opportunity to Cure. Upon occurrence of an alleged Default by any Party, the Parties' respective Town and City Managers shall first meet to discuss and attempt to resolve the alleged Default. If the Parties' respective Town and City Managers are unable to resolve the alleged Default, then the other Party shall deliver written notice to the Party allegedly in Default that identifies the specific nature of the alleged Default. The Party receiving such notice shall have thirty (30) days within which to cure the alleged Default. Provided, that if the alleged Default is of such nature that it cannot be reasonably cured within thirty (30) days, the Party allegedly in Default shall have such additional time as may be reasonably necessary to cure the alleged Default, so long as within said period, the alleged defaulting Party commences the cure and diligently prosecutes such cure until completion.
- iii. Remedy for Default. For any alleged Default not cured as provided in Section IV.e.ii of this Agreement, the non-Defaulting Party may seek injunctive relief or specific performance against the alleged Defaulting Party as the sole remedy. The court retains jurisdiction over the Parties to enforce the terms of this Agreement.
- iv. Mediation. Prior to seeking any legal remedy for a Default as provided in Section V.e.iii of this Agreement, a Party shall be required to mediate the dispute with the Party declared to be in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Party a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within 10 business days after receipt of the notice from the requesting Party, the other Party shall in writing provide notice of either the selection of one of the mediators proposed by the requesting Party or offer a list of three additional mediators for consideration. Within 10 business days of the requesting Party's receipt of the notice of selection or list of alternative mediators, the Parties shall meet for the purpose of selecting one of the mediators proposed by the Parties. Within 20 days after a mediator is agreed upon, a reasonable time and date for the mediation shall be scheduled between the Parties, subject to the chosen mediator's availability, and documented in writing. The location of the mediation shall be at a location mutually selected by the Parties, or at a location in Broward County of the mediator's choosing if the Parties cannot agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their

respective attorney's fees, expert fees and other expenses related to the mediation. Any settlement achieved through mediation shall be made in writing approved by the Parties. If a settlement is not reached within 120 days after the initiation of mediation or, if the mediator declares an impasse, then the Parties may seek any and all legal or equitable remedies for the alleged Default. Mediation under Chapter 164, Florida Statutes, is not sufficient to comply with the requirements of this section.

- f. Time Extensions. The Parties by joint written consent may extend or change any of the deadlines specified in this Agreement.
- g. Amendment or Modification. This Agreement may only be amended or modified, in whole or in part, at any time, through a written instrument that sets forth such changes and which is signed by all the Parties.
- h. Waiver. Any failure by a Party to exercise any right, power or privilege under this Agreement shall not constitute a waiver of that right, power, or privilege under this Agreement.
- i. Assignability. This Agreement may not be assigned without the prior written consent of all the Parties to this Agreement.
- j. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement, on any person other than the Parties their legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation of any third person to any Party nor shall any provision of this Agreement be interpreted to give any third person any right of subrogation or action over or against the Parties.
- k. Recording. The Parties intend this Agreement to be an interlocal agreement pursuant to Section 163.01, Florida Statutes and it shall be recorded by the Parties in the official records of Broward County, Florida.
- l. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- m. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Florida without regard

to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall be exclusively in Broward County, Florida and each Party hereby waives whatever their respective rights may have been in the selection of venue.

- n. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- o. Attorneys' Fees, Costs, and Expenses. The Parties agree that each party shall bear its own attorneys' fees, expert witness fees, costs, and expenses incurred in connection with this Agreement.
- p. Waiver of Jury Trial. The Parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected to this Agreement.
- q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- r. No Construction Against Drafting Party. The Parties to this Agreement expressly recognize that this Agreement results from a negotiation process in which each Party was given the opportunity to consult with counsel and contribute to the drafting of this Agreement. Given this fact, no legal or other presumptions against the Party drafting any portion of this Agreement concerning its construction, interpretation, or otherwise shall accrue to the benefit of any Party to this Agreement and each Party expressly waives the right to assert such presumption in any proceeding or disputes connected with, arising out of, or involving this Agreement.
- s. Agency. No Party shall be deemed to be an agent of any other Party nor shall represent that it has the authority to bind any other Party.
- t. Computation of Time. In computing any time period under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday or legal holiday, the period of time shall run until the end of the next calendar day which is not a Saturday, Sunday or legal holiday.
- u. Police Powers. Nothing in this Agreement shall be deemed a waiver of any

Party's police powers.

- v. Fiscal Year. The obligations of the City or the Town to expend funds under this Agreement are limited to the availability of funds appropriated in a current fiscal period, and continuation of the expenditure of funds under this Agreement into a subsequent fiscal period, regardless of the Agreement term, and are subject to appropriation and the availability of funds in accordance with Chapter 166, Florida Statutes.
- w. Governmental and Property Owner Approvals. All obligations of the City and the Town under this Agreement are subject to all necessary governmental approvals, including without limitation, permits from the applicable federal, state, and county agencies and any consent from affected private property owners to the extent that the scope of a project requires work to be performed on private property.
- x. No Third Party Beneficiaries. This Agreement is not intended to and shall not give any party other than the Town or the City any interest or rights with respect to or in connection with this Agreement. Therefore, no third party shall be entitled to assert a right or claim against either the Town or the City based upon this Agreement.

TOWN OF HILLSBORO BEACH

By: Deborah L. Tarrant Deborah Tarrant, Mayor

Date: 10/6/2020

Approved as to Form and Correctness:

[Signature]
Town Attorney

ATTEST:

Sherry M. Henderson
Town Clerk

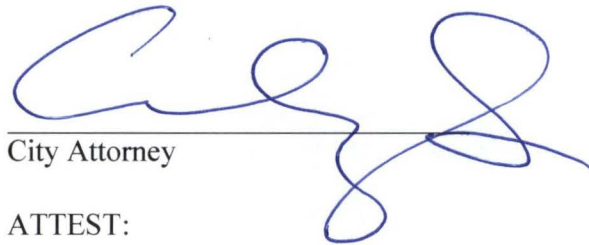


CITY OF DEERFIELD BEACH

By:  Bill Ganz, Mayor

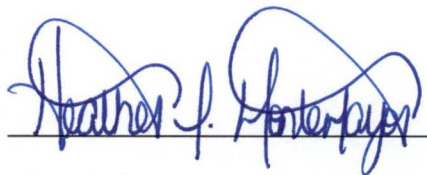
Date: 10-8-2020

Approved as to Form and Correctness:



City Attorney

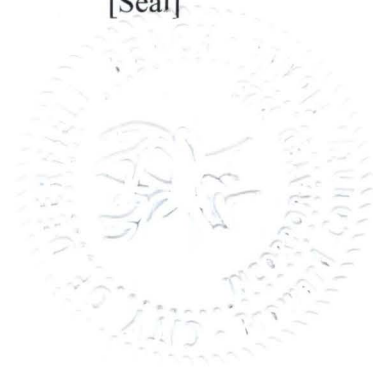
ATTEST:



Heather J. Montepierre

 City Clerk

[Seal]



State of Florida
Broward County
Town of Hillsboro Beach

RESOLUTION NO. 2020-64

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A SETTLEMENT AGREEMENT BETWEEN THE TOWN OF HILLSBORO BEACH AND THE CITY OF DEERFIELD BEACH; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town officials to execute a Settlement Agreement between the Town of Hillsboro Beach and the City of Deerfield Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the appropriate Town officials to execute a Settlement Agreement between the Town of Hillsboro Beach and the City of Deerfield Beach; a copy of the Settlement Agreement is attached hereto as Exhibit "A".

SECTION 3. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

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ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this
6th day of OCTOBER 2020.

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant
Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson
Sherry D. Henderson, CMC
Town Clerk



RESOLUTION NO. 2020-64

RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR D. TARRANT	☒	☐
VICE MAYOR I. KIRDAHY	☒	☐
COMMISSIONER V. FEAMAN <i>Motion</i>	☒	☐
COMMISSIONER B. BALDASARRE	☒	☐
COMMISSIONER A. BROWN <i>Second</i>	☒	☐

