

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday November 15, 2022

6:30 PM



Jarvis Hall 4505 N. Ocean Drive
www.Lauderdalebythesea-fl.gov

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Mayor Chris Vincent
Vice Mayor Edmund Malkoon
Commissioner Buz Oldaker
Commissioner Randy Strauss
Commissioner Theo Pouloupoulos

Regular Town Commission

Tuesday, November 15, 2022, 6:30 PM

Jarvis Hall 4505 N. Ocean Drive

1. CALL TO ORDER, MAYOR CHRIS VINCENT

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION Pauline Brooks McGuinness representing the Baha'i Faith

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

5. PRESENTATIONS

6. PUBLIC COMMENTS

7. PUBLIC SAFETY DISCUSSION

- 7.a. BSO October 2022 Report
[11-9-22 AM BSO Report.pdf](#)
[BSO Report-October 2022.pdf](#)

- 7.b. AMR October 2022 Report
[11-9-22 AM AMR Report.pdf](#)
[Ex. 1 AMR October Report.pdf](#)

8. TOWN MANAGER REPORT

- 8.a. Town Manager Report for November 9, 2022
[11-09-22 AM Town Manager Report.pdf](#)
- 8.b. August 2022 Finance Report
[11-9-22 AM August Finance Report.pdf](#)
[Ex. 1 Revenue Expenditure Report.pdf](#)
[Ex. 2 Cash Investment Report August 2022.pdf](#)

9. TOWN ATTORNEY REPORT

10. APPROVAL OF MINUTES

- 10.a. Approval of Minutes
[11-9-22 AM Approval of Minutes.pdf](#)
[Ex. 1 6-28-22 Ethics Training Minutes.pdf](#)
[Ex. 2 10-6-22 Regular Town Commission Meeting Minutes.pdf](#)
[Ex. 3 10-11-22 Ethics Training Minutes.pdf](#)
[Ex. 4 10-11-22 Regular Town Commission Meeting Minutes.pdf](#)

11. CONSENT AGENDA

12. OLD BUSINESS

13. NEW BUSINESS

- 13.a. Authorize the Town Manager to Negotiate a Contract for the Purchase of the 9-unit multi-family property located at 4512 Bougainvillea Drive.
[11-9-22 AM 4512 Bougainvillea Property Purchase.pdf](#)

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

17. RESOLUTIONS – PUBLIC COMMENTS

- 17.a. RESOLUTION 2022-51 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, UPDATING AND AUTHORIZING IMPLEMENTATION OF THE TOWN'S COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

[11-9-22 AM CEMP.pdf](#)

[Ex. 1 Resolution 2022-51 CEMP.pdf](#)

[Ex. 2 Comprehensive Emergency Management Plan.pdf](#)

- 17.b. Resolutions 2022-52- A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SE, FLORIDA, AMENDING THE 2021/2022 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A"; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2021/2022 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

[11-09-22 AM FY21-22 Budget Amendment.pdf](#)

[Ex. 1 Resolution 2022-52 Budget Amendment.pdf](#)

- 17.c. Resolution 2022 - 49 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH PLANTATION FARMERS MARKET CO-OP LLC DBA COMMUNITY FARMERS MARKETS OF SOUTH FLORIDA FOR THE TOWN'S FARMERS MARKET PURSUANT TO REQUEST FOR PROPOSAL NO. 22-08-01; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[11-09-22 AM Farmers Market Agreement.pdf](#)

[Ex. 1 Resolution 2022-49 Farmers Market Agreement.pdf](#)

[Ex. A to Ex. 1 Farmers Market Draft Agreement.pdf](#)

[Ex. 2 Vendor & Market Manager Report.pdf](#)

- 17.d. Resolution 2022-50 A RESOLUTION OF THE TOWN OF LAUDERDALE BY THE SEA, FLORIDA, AMENDING THE TOWN'S POLICIES FOR THE USE OF THE OCEAN PLAZA; PROVIDING FOR CONFLICT AND FOR AN EFFECTIVE DATE

[11-9-22 AM Ocean Plaza Resolution.pdf](#)

[Ex. 1 Resolution 2022-50 Ocean Plaza Policies Amendment.pdf](#)

[Ex. A to Ex. 1 2022 Amended Plaza Policies for Ocean Plaza Aruba Use.pdf](#)

- 17.e. RESOLUTION 2022-53 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING AND AWARDED AN AGREEMENT TO AHTNA MARINE & CONSTRUCTION COMPANY, LLC FOR CANAL DREDGING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

[11-9-22 AM Canal Dredging Agreement.pdf](#)

[Ex. 1 Resolution 2022-53 Ahtna Marine Agreement.pdf](#)

[Ex. 2 Exhibit A Ahtna Marine Agreement.pdf](#)

[Ex. 3-Score Sheet.pdf](#)

[Ex. 4 RFP Bid Tab.pdf](#)

18. QUASI JUDICIAL PUBLIC HEARINGS

19. ADJOURNMENT

THE TOWN OF LAUDERDALE-BY-THE-SEA WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES NECESSARY TO AFFORD INDIVIDUALS AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETINGS OF THE TOWN COMMISSION. 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 TOWN CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE MEETING AT (954) 640-4200 FOR ASSISTANCE.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSES MAY NEED TO ENSURE THAT A VERBATIM RECORDING OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PROCEDURES FOR PUBLIC COMMENTS:

Public Comments may address issues that are not on this meeting's agenda, but should relate to the business of the Town, and should not contain personal attacks. If your comment requires follow up, the Town Manager will have a staff person respond to your concerns, and will advise us of the outcome.

The Town Clerk will read off the names of those who have signed up to speak. When your name is called, please come to the podium, state your name for the record, and indicate whether you are a Town resident. Do not state your address. You have up to three minutes to make your comments, but there is no requirement to use the entire time. If you wish to address a particular Commissioner or member of Town Administration, please do so by use of their title.

If you wish to approach the Commission dais to hand out a document or for some other reason, please request permission and state your reason for doing so. All documents to be provided to the Commission should be handed to the Town Clerk for distribution.

These procedures have been developed to assure that the Town Commission meeting time is efficiently used, and that meetings are conducted in a polite and respectful manner. More information on the decorum rules for Town Commission meetings is available in Section 2-23 of the Town Code of Ordinances.

INVOCATION:

The Invocation before each Town Commission meeting is a voluntary service of a private citizen, offered to serve the spiritual needs of the members of the Town Commission and solemnize the meeting. It is not intended to be an opportunity to advance or disparage one faith or belief over another. The views expressed in the Invocation have not been previously reviewed by the Town and do not necessarily represent the beliefs of any Town employee or official. No person is required to be present at or participate in the Invocation, and the decision whether to be present or participate in the Invocation will not affect any person's right to actively participate in the official business of the Town or obtain any benefit from the Town. The Town's written Invocation policy is available on its website, and upon written request to the Town Clerk.



Agenda Item No: 7.a

Town Commission Agenda Item Report

Meeting Date: November, 2022

Submitted By: Captain Tom Palmer, BSO

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO October 2022 Report

Recommendation: Accept/Approve

Attachments: Ex.1 BSO October 2022 Report



Date: November 1, 2022

To: Linda Connors
Town Manager

From: Captain Thomas Palmer
Commander, Lauderdale by the Sea District

Subject: BSO Public Safety Report- October 2022

PERSONNEL CHANGES:

None

EMPLOYEE OF THE MONTH: Deputy Adam Yates

On October 16, 2022, Deputy Adam Yates was on patrol when he stopped to assist a woman standing next to a disabled vehicle in the roadway. While conducting a check of the vehicle's temporary tag, he discovered that it was not registered to the disabled vehicle. Becoming suspicious, he also ran the name the woman provided and discovered that it was an alias of a wanted person with caution notes that she was a flight risk with violent tendencies. Furthermore, she had active warrants for Possession of a Firearm by a Convicted Felon, Possession of a Weapon/ammo by a Convicted Felon and Grand Theft Auto. The woman quickly fled on-foot into the residential area avoiding capture when Deputy Yates attempted to detain her.

With information provided by witnesses, Deputy Alain Dubreuil spotted the woman several blocks away and snuck-up behind her as she cut through a hotel into an adjacent neighborhood. He was able to apprehend her without incident.

Deputy Yates' tenacity on what appeared to be a simple motorist assist led to the discovery that he was dealing with a wanted violent felon with a history of multiple aggravated battery charges. Both his and Deputy Dubreuil's teamwork removed a violent individual from the Lauderdale by the Sea community. Due to his tenacity, Deputy Adam Yates was awarded Deputy of the Month for October 2022.

COMMUNITY PROGRAMS AND SERVICES: These ancillary programs and services are available to residents on an ongoing basis.

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.
- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.
- **Vacation House Watch Program:** Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.
- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.
- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.
- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.
- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.
- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.
- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. The patrol bicycles were utilized for a total of 3.75 hours this month.

- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 282 miles and 35.75 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Four (4) individuals required and were provided mental health services. Seven (7) individuals experiencing homelessness were contacted during the month. Two (2) of the individuals were trespass warned from commercial properties and refused services. Two (2) individuals refused services. One (1) was transported to IPH due to dehydration. Two (2) were issued clothing.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. ***See Notable Incidents/Arrests below.***
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website @ www.sheriff.org.
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Palmer and Lieutenant Wesolowski to provide information to the public via social media. Follow us @BSOLBTS.

SPECIAL EVENTS: These events required the participation of the BSO LBTS district.

Boo by the Sea: On Saturday, October 29th, the Town of Lauderdale by the Sea hosted the annual "Boo by the Sea Halloween Stroll" along the 200-300 block of Commercial Boulevard. An estimated 2,500+ people attended the event throughout the afternoon. Captain Palmer and Lieutenant Wesolowski attended the event, special detail deputies and reserve deputies conducted traffic control and several COP volunteers assisted with the event.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2209-000640

DATE/TIME: 9/21/22 2000hrs

LOCATION: 4319 N. Ocean Dr

SUSPECT: 2 B/Fs, 2 B/Ms **Shanika Lampkin BF 05/16/1988-arrested**

INCIDENT: Retail Theft

SUMMARY: Four unknown suspects, 2 black females, 2 black males walked into the liquor store portion of the Walgreen's and stole 4 bottles of Tito's Vodka valued at \$113.55. Store clerk waited 20 minutes before calling for police response. This group is linked to other retail thefts at Walgreens. As a result of their tenacious investigation, Lauderdale by the Sea District Detectives Koos and Genovese identified the theft ring and filed for warrants for the suspects. As of the date of this writing, one of the suspects has been arrested by district detectives for numerous retail thefts from Walgreens in Lauderdale by the Sea as well as Violation of Probation. The other suspects remain at large with active warrants.

CASE: 13-2210-000054

DATE/TIME: 10/02/22 @ 1710 hrs

LOCATION: 4319 N Ocean Dr. (Walgreens)

SUSPECT: unknown B/M and B/F **Shanika Lampkin BF 05/16/1988-arrested**

INCIDENT: Retail Theft

Summary: Walgreens employees observed a BM and BF enter store and walk over to the aisle where diapers are displayed. Subjects grabbed a total of 4 boxes of Pampers diapers (Value \$135.96) and exited the store without paying. Last seen walking southbound out of the front doors, unknown if they had a vehicle. Employee/witness described BM 6'01, thin, long dreads, gray shirt, and BF average height, heavy set wearing a "bonnet" with red in it. Employee claimed it was the same subjects that stole diapers in the past. As a result of their tenacious investigation, Lauderdale by the Sea District Detectives Koos and Genovese identified the theft ring and filed for warrants for the suspects. As of the date of this writing, one of the suspects has been arrested by district detectives for numerous retail thefts from Walgreens in Lauderdale by the Sea as well as Violation of Probation. The other suspects remain at large with active warrants.

CASE: 13-2210-000109

DATE/TIME: 10/04/2022 @ 0102 Hrs

LOCATION: 4353 N Ocean Dr

ARRESTEE: Jahuan McDonald, Adult M, 07/02/1990

INCIDENT: Felony Traffic Arrest/DWLS 3rd Offense-**LPR HIT ARREST**

SUMMARY: While conducting traffic enforcement, Deputy Almodovar received a LPR hit Eastbound on Commercial from the bridge, in reference to an expired tag. Deputy Almodovar quickly learned that the license plate was not assigned to the vehicle and found that the driver also did not register the vehicle. The tag was assigned to a Honda, but was attached to the stopped BMW. The driver was identified, and a records check also revealed that the driver's license was suspended multiple times. Driver was arrested for felony DWLS, Tag not assigned, and failure to register vehicle. The suspect was transported to the BSO Main Jail, and the vehicle was towed away from the scene.

CASE: 13-2210-000174
DATE/TIME: 10/5/2022 @ 1640 hrs
LOCATION: 4319 N Ocean Dr. (Walgreens)
ARRESTEE: Neftali Lebron B/M 4/2/1979
INCIDENT: Retail Theft – Petit and Felony Warrants- **ARREST**
SUMMARY: On 10/5/2022 at about 1640 hrs., Det. Koos received information that a retail theft just occurred involving a B/M wearing a black t-shirt, black shorts and a black backpack. The subject was located in the parking lot of the Marathon Gas Station. A show-up was conducted by the Walgreens store clerk and a 100% ID was made. The suspect's black backpack was full of miscellaneous stolen items with a total value of \$184.77. The subject is currently on Felony Probation for Narcotics to include (2) no bond warrants for the same offense. He was charged with Theft Petit Retail, (2) Capias' & VOP/Narcotics and transported to the Main Jail.

CASE: 13-2210-000326
DATE/TIME: 10/10/2022 @ 1045 hrs
LOCATION: 4660 El Mar Drive
INCIDENT: Petit Theft (Bike)
SUMMARY: Unknown suspect stole 2 bicycles from the Plunge Hotel.

CASE: 13-2210-000378
DATE/TIME: 10/10/22 - 10/11/2022
LOCATION: 1950 S Ocean Blvd.
VEHICLE: 2020 Mitsubishi Outlander
INCIDENT: Theft of Auto Parts
SUMMARY: Sometime overnight, person(s) unknown removed the catalytic converter from the victim's rental vehicle. Pompano Beach experienced a related theft the same evening. Investigation is ongoing.

CASE: 13-2210-000519
DATE/TIME: 10/16/2022 @ 1227 hrs
LOCATION: Commercial Blvd/Seagrape Dr
ARRESTEE: Marie Larosa WF 04/19/88
INCIDENT: Warrant Arrest/ Resist W/O Violence
SUMMARY: Larosa was in her disabled vehicle when Deputy Yates discovered that the tag did not belong to the vehicle. Further investigation revealed that the suspect had active warrants for Possession of firearm by convicted felon. The suspect fled on foot as Deputy Yates attempted to detain her. After a foot pursuit the suspect was placed into custody and charged with the felony warrants and resisting arrest without violence. The suspect was transported to the BSO Main Jail.

CASE: 13-2210-000418
DATE/TIME: 10/16/2022 @ 2103 hrs
LOCATION: 4245 N Ocean Drive
ARRESTEE: Anais Avilez, H/F 06/04/1989
INCIDENT: Warrant Arrest
SUMMARY: Deputy Almodovar conducted a follow-up in reference to a known subject from a past arrest who had an arrest warrant issued. Contact was made with the above listed suspect, arrested and transported to the main jail without incident.

CASE: 13-2210-000596
DATE/TIME: 10/18/2022 @ 2130 hrs
LOCATION: 112 Commercial Blvd
SUSPECT: Adult B/F, 2 B/M Juveniles
INCIDENT: Petit Theft
SUMMARY: Employees called in reference to a B/F suspect who stole a pair of boxers that was for sale. She was accompanied by two children and she fled westbound prior to management calling 911. Investigation is ongoing.

CASE: 13-2210-000659
DATE/TIME: 10/20/2022 @ 2054 hrs
LOCATION: 4400 El Mar,
SUSPECT: Adult B/F, 2 B/M Juveniles
INCIDENT: Robbery by Sudden Snatching
SUMMARY: B/F was using her children to sell chocolate bars out of a cardboard box. The juveniles entered a bar and were escorted out by the victim. A verbal altercation ensued between the victim and the B/F suspect which escalated to a physical confrontation. B/F grabbed the victim's purse off the bar table, dumped the contents on the table and ground. The B/F then grabbed approx. \$100.00 USC and the three fled the area on foot. Sgt. Nicoletti was on foot patrol and was alerted by the bar staff who advised that the incident had occurred over 10 minutes prior. The areas was checked with negative results. This incident is believed to be linked with case 13-2210-000596. Investigation is ongoing.

CASE: 13-2210-000660
DATE/TIME: 10/20/2022 at 2216 hrs
LOCATION: 1 Commercial Blvd
SUSPECT: Herring, William W/M 2/9/60
INCIDENT: Theft-Petit, Obstruction by False Info to LEO- **ARREST**
SUMMARY: While on foot patrol, Sgt. Nicoletti observed AMR pulling up to Aruba's. As he approached to investigate the call he met with the suspect W/M (Herring, William 2/9/60 who had ordered alcohol and food and now was experiencing pain in his chest. Rescue Supervisor stated that this is one of numerous times in the past weeks that this same individual has been transported to the hospital for the same symptoms...right after consuming his alcohol and meals. Suspect was put on the heart monitor and showed no signs of illness or distress. Suspect was given numerous chances to pay for the meal and drinks but stated he arrived with no money, credit cards or ID. A criminal history check revealed NUMEROUS arrests for this exact same crime. Suspect was arrested and transported to the BSO Mail Jail.

CASE: 13-2210-000707
DATE/TIME: 10/22/22 @ 0829 hrs
LOCATION: 4300 block of El Mar DR (On the beach)
ARRESTEE: Gary Ron Hammond W/M 09/19/1970
INCIDENT: Battery - **ARREST**
SUMMARY: Deputies responded to a dispatched report of a battery that had just occurred on the beach east of the 4300 block of El Mar Dr. Deputy Garner observed and detained the suspect in front of the Wind Jammer Resort (4244 El Mar Dr). The victim then positively identified the suspect, who was taken into custody. The victim later described falling asleep on the beach and waking to discover suspect Hammond unlawfully touching her on the thigh. The victim was able to run away and flag down a passing Beach Raker, who later provided a sworn statement in which he also accurately described the incident and suspect. The suspect was interviewed but denied ever touching the victim. Hammond was TOT the Main Jail without incident. The arrestee does not have a history of battery or sex offenses.

CASE: 13-2210-000849
DATE/TIME: 12/26/22 @ 2129 hrs
LOCATION: 4221 Bougainvillea Dr #6
ARRESTEES: Jamari Aiken B/M 11/18/03
Joshua Brooks B/M 7/25/03
INCIDENT: Burglary/Grand Theft - **ARREST**
SUMMARY: Victim Moerner reported leaving his AirBnB unsecured the prior evening, and later discovering unknown suspects had entered the apartment and took (2) original collectible trading cards (\$14,000), a gold necklace (\$700), a Bluetooth speaker (\$50) and cash (\$700). Investigation revealed surveillance video which captured three black males entering the apartment and then covering the camera while making their exit. Video then recorded them returning to another AirBnB apartment in the same complex. Contact was made with the three suspects, who were transported to the D-13 station and interviewed by Det Koos, who obtained their recorded confessions. Suspect Harwick admitted to covering the camera and was used as a cooperating witness and not charged.

CASE: 13-2210-000879
DATE/TIME: 10/27/22 @ 1454 hrs
LOCATION: Washingtonia Av/El Mar Dr (East of beach portal)
ARRESTEE: Edward Killen W/M 9/2/74
INCIDENT: Disorderly Conduct - **ARREST**
SUMMARY: Beachgoers reported an intoxicated W/M was stumbling about the beach and profanely accosting passersby. Deputies arrived and observed the male, who initially refused to leave the beach or obey any commands. He then fled into the ocean and refused to come out. Killen was later lured from the water and contacted near the beachside portal entrance. Killen was extremely aggressive both physically and verbally. Eventually, Killen was secured by 4 deputies and safely handcuffed. Killen was later transported to the Main Jail, where the DOD arrest team had to remove him from Dep Goodwin's vehicle.

CASE: 13-2210-000991
DATE/TIME: 10/31/22 @ 1430 Hours
LOCATION: 2 Commercial Blvd
ARRESTEE: David Nicholas Sassine Reyes WM 10/15/97
INCIDENT: Felony Warrant - **ARREST**
SUMMARY: Contact made with Sassine Reyes in reference to an illegally parked vehicle. Routine records check showed active warrant for FTA-Grand Theft/Dealing in Stolen Property/False Verification of Ownership-pawnbroker. TOT BSO main jail

MONTHLY ARREST LOGS:

Sex	Charge	Streetnbr	Street
M	Battery-Touch or Strike	4300	El Mar Dr
M	Battery-Touch or Strike, Reckless Discharge Firearm in Res.	267	N Trade Winds Av
M	Burglary Dwelling-Unoccupied/Unarmed	4221	Bougainvilla Dr
M	Burglary Dwelling-Unoccupied/Unarmed	4221	Bougainvilla Dr
M	Disorderly Conduct		Washintonia Av/El Mar Dr
M	Drive While License Suspended/Revoked- 3rd Or Subsequent	4353	N Ocean Dr
M	Defraud Innkeeper< \$300	1	Commercial Blvd
M	Violastion of Probation	4319	N Ocean Dr
M	Petit Theft-Theft 2nd Degree 1st Offense	4319	N Ocean Dr
M	Petit Theft-Theft 2nd Degree 2nd Offense	4321	N Ocean Dr
F	Petit Theft-Theft 2nd Degree 3rd or Subsequent Offense	4321	N Ocean Dr
F	Violation of Probation	4321	N Ocean Dr
M	Resist Officer-Obstruction by False Name	1	Commercial Blvd
F	Resist Officer-Resist w/o Violence	223	Commercial Blvd
F	Battery-Domestic Violence	1900	S Ocean Blvd
M	Trespassing Structure or Conveyance	4201	N Ocean Dr
F	Warrant Arrest-Unlawful Possess Other's ID	4245	N Ocean Dr
M	Warrant Arrest-Grand Theft/Dealing in Stolen Property	2	Commercial Blvd

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2021 YTD	2022 YTD
AUTO THEFT	0	1 (attempt)	9	6
BURGLARY-BUSINESS	0	0	4	0
BURGLARY-CONVEYANCE	0	0	16	9
BURGLARY-RESIDENCE	1	1	8	6
BURGLARY-STRUCTURE	0	0	0	0
FORCIBLE SEX	0	0	0	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	1	2	2
HOMICIDE	0	0	0	0
ROBBERY	1	0	2	2
THEFT-GRAND	2	1	7	19
THEFT-PETIT	6	4	32	43
TOTALS	10	8	80	87

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	31
COP Hours Worked - Month	103
COP Patrol Miles - Month	135
COP Hours Worked - YTD	1274
COP Patrol Miles - YTD	2296

COP Bike Patrol Hours - Month	8
COP Bike Patrol Hours - YTD	31

COP Beach Patrol Hours – Month	17
COP Beach Patrol Hours - YTD	249

RESERVE DEPUTY ASSISTANCE: Reserve Deputies are part-time, fully sworn deputies who provide supplemental staffing to LBTS, when available, at NO cost to the Town.

	Month	2022 YTD
Reserve Deputy - Days Worked	4	52
Reserve Deputy - Hours Worked	31.5	438.5

MONTHLY STAFFING AND STATISTICAL REPORT:

The October 2022 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea

Monthly Activity

OCTOBER 2022

Reports/Calls		Traffic	
Miscellaneous Service		Types of Citation	
Event Reports	53	Non-Moving / Moving Citation	169
Accidents	6	Parking	0
Calls for Service	1,006	Warnings	150
		Total Citations	319
Arrests		Time Worked	
Type of Arrest		Hours Worked	
Felony	4	Bike Patrol	3.75
Misdemeanor	12	Court Overtime	18
NTA	0	Training	67
Warrant	1	Detached	0
DUI	0	Other Overtime	92.5
NIC (Felony)	0	Days Worked	31
NIC (Misdemeanor)	0		
DV (Felony)	0		
DV (Misd.)	0		
Felony Warrant	1		
Total Arrests	18		
General		Narrative	
FI	22	ATV/UTV: 282 Miles / 35.75 Hours Reserve Deputies worked 4 shifts (31.5 hrs)	
Truant	0		
Truant Debriefed	0		
Elder Link	0		



**MONTHLY STAFFING AND STATISTICAL REPORT
LAUDERDALE-BY-THE-SEA DISTRICT**

October 31, 2022

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	4	4	
Deputy Sheriff	19	19	
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	1	1	
TOTAL	28	28	

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Deputy Douglas Roach	7394	Assigned to District 13	New Hire

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
			TOTAL	0



Agenda Item No: 7.b

Town Commission Agenda Item Report

Meeting Date: November, 2022

Submitted By: Brooke Liddle, AMR

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: AMR October 2022 Report

Recommendation: Accept/Approve

Attachments: Ex.1 AMR October 2022 Report

Response Date	Address	Dispatched	Enroute	On Scene
10/1/2022	4500 BLK Poinciana St	04:12:10	04:13:46	04:17:41
10/1/2022	4600 BLK N Ocean Dr	04:44:59	04:47:38	04:49:30
10/1/2022	4600 BLK El Mar Dr	17:11:19	17:11:24	17:14:27
10/2/2022	4500 BLK Poinciana St	15:37:28	15:37:43	15:39:49
10/2/2022	1800 BLK S Ocean Blvd	20:21:46	20:22:15	20:25:19
10/3/2022	2000 BLK S Ocean Blvd	11:01:13	11:01:21	11:04:27
10/3/2022	4600 BLK Poinciana St	22:51:08	22:52:18	22:54:59
10/4/2022	4300 BLK Seagrape Dr	03:05:28	03:06:01	03:11:43
10/4/2022	Commercial Blvd / N Ocean Dr	10:26:30	10:27:08	10:29:56
10/4/2022	4400 BLK N Ocean Dr	22:20:59	22:23:30	22:24:31
10/5/2022	4600 BLK N Ocean Dr	01:46:13	01:46:17	01:51:28
10/6/2022	5000 BLK N Ocean Blvd	00:08:01	00:08:28	00:10:36
10/6/2022	1400 BLK S Ocean Blvd	15:45:15	15:45:53	15:49:32
10/7/2022	1800 BLK S Ocean Blvd	13:00:53	13:01:00	13:04:38
10/7/2022	4400 BLK Seagrape Dr	14:22:24	14:24:36	14:26:19
10/7/2022	4400 BLK El Mar Dr	21:58:13	22:01:14	22:02:45
10/8/2022	4200 BLK Bougainvillea Dr	04:37:12	04:38:14	04:40:59
10/8/2022	El Mar Dr / Commercial Blvd	08:08:46	08:09:36	08:09:46
10/8/2022	4300 BLK N Ocean Dr	16:01:21	16:03:02	16:04:31
10/8/2022	Commercial Blvd/W Tradewinds Ave	16:51:14	16:51:19	16:53:37
10/8/2022	1900 BLK E Terra Mar Dr	20:02:10	20:02:16	20:06:38
10/8/2022	4500 BLK Bougainvillea Dr	20:22:15	20:25:16	20:25:18
10/8/2022	1800 BLK S Ocean Blvd	22:23:40	22:24:03	22:27:02
10/9/2022	1900 BLK E Terra Mar Dr	14:57:06	14:57:47	15:01:42
10/9/2022	4400 BLK Seagrape Dr	16:31:14	16:32:29	16:35:15
10/9/2022	1500 BLK Bel-Air Ave	20:06:03	20:06:21	20:09:26
10/9/2022	200 BLK Hibiscus Ave	17:13:09	17:13:51	17:16:41
10/9/2022	4500 BLK Bougainvillea Dr	21:48:04	21:48:49	21:49:50
10/9/2022	100 BLK Datura Ave	22:34:40	22:35:05	22:36:34
10/9/2022	4200 BLK El Mar Dr	22:32:23	22:33:18	22:36:33
10/10/2022	4300 BLK N Ocean Dr	02:00:29	02:01:26	02:05:00
10/10/2022	200 BLK Washington Ave	05:51:46	05:52:04	05:56:16
10/10/2022	1800 BLK S Ocean Blvd	09:33:01	09:33:40	09:36:09
10/10/2022	4400 BLK Seagrape Dr	10:02:15	10:02:57	10:05:33
10/10/2022	4500 BLK N Ocean Dr	10:23:08	10:24:03	10:26:04
10/10/2022	1900 Blk Sailfish Pl	11:15:37	11:16:29	11:18:52
10/10/2022	200 BLK Commercial Blvd	20:34:38	20:36:00	20:38:32
10/11/2022	4200 BLK N Ocean Dr	07:58:22	08:00:05	08:01:29
10/11/2022	100 BLK Commercial Blvd	21:23:58	21:26:06	21:27:39
10/12/2022	1500 BLK S Ocean Blvd	10:25:20	10:25:59	10:30:13
10/12/2022	4400 BLK El Mar Dr	20:35:27	20:36:13	20:37:32
10/12/2022	1500 BLK S Ocean Blvd	22:50:01	22:50:18	22:52:36
10/12/2022	Washington Ave / N Ocean Dr	23:32:14	23:34:30	23:35:41
10/14/2022	5200 BLK N Ocean Blvd	10:05:03	10:06:08	10:07:53
10/14/2022	4900 BLK N Ocean Blvd	14:56:44	14:57:49	14:59:42

10/14/2022	100 BLK Commercial Blvd	21:10:04	21:12:33	21:13:39
10/15/2022	4200 BLK N Ocean Dr	09:36:16	09:37:28	09:39:40
10/15/2022	1500 BLK S Ocean Blvd	16:36:18	16:36:49	16:39:31
10/17/2022	4400 BLK El Mar Dr	03:52:04	03:52:07	03:56:54
10/17/2022	4600 BLK N Ocean Dr	04:31:36	04:32:25	04:33:50
10/17/2022	200 BLK Neptune Ave	10:13:23	10:13:26	10:15:35
10/17/2022	4200 BLK El Mar Dr	13:58:39	13:58:45	14:01:30
10/18/2022	4400 BLK El Mar Dr	13:32:31	13:32:48	13:34:33
10/19/2022	100 BLK Commercial Blvd	00:04:17	00:04:51	00:07:30
10/19/2022	100 BLK Commercial Blvd	18:24:01	18:24:24	18:27:33
10/19/2022	1700 BLK S Ocean Blvd	19:37:13	19:40:04	19:41:05
10/20/2022	4200 BLK Seagrape Dr	09:27:31	09:28:28	09:31:06
10/20/2022	1500 BLK S Ocean Blvd	10:31:01	10:32:59	10:34:44
10/20/2022	El Mar Dr / Commercial Blvd	15:31:35	15:33:28	15:35:09
10/20/2022	4500 BLK N Ocean Dr	18:48:46	18:48:46	18:48:57
10/20/2022	100 BLK Commercial Blvd	21:47:34	21:49:27	21:51:04
10/21/2022	5400 BLK N Ocean Blvd	00:57:01	00:57:07	01:00:07
10/22/2022	4400 BLK N Ocean Dr	12:06:51	12:07:11	12:09:23
10/22/2022	1900 BLK S Ocean Blvd	13:54:38	13:54:32	13:57:24
10/22/2022	4600 BLK Bougainvillea Dr	15:50:19	15:51:04	15:54:01
10/22/2022	100 BLK Commercial Blvd	18:14:34	18:14:40	18:17:56
10/22/2022	100 BLK Commercial Blvd	20:39:58	20:39:58	20:40:18
10/23/2022	4300 BLK N Ocean Dr	13:46:34	13:47:39	13:49:20
10/24/2022	1900 BLK S Ocean Blvd	13:15:36	13:15:44	13:18:56
10/24/2022	5400 BLK N Ocean Blvd	22:03:38	22:05:49	22:06:52
10/24/2022	5400 BLK N Ocean Blvd	22:59:39	23:01:38	23:04:14
10/25/2022	1900 BLK S Ocean Blvd	08:40:33	08:40:47	08:43:40
10/25/2022	5100 BLK N Ocean Blvd	14:19:25	14:21:34	14:22:04
10/25/2022	4200 BLK El Mar Dr	18:19:15	18:20:57	18:22:34
10/26/2022	200 BLK Hibiscus Ave	01:41:30	01:42:22	01:46:27
10/26/2022	3900 BLK N Ocean Dr	07:17:38	07:18:22	07:20:29
10/26/2022	3900 BLK N Ocean Dr	18:04:10	18:04:21	18:06:53
10/26/2022	3900 BLK N Ocean Dr	18:16:15	18:16:15	18:16:15
10/26/2022	2000 BLK S Ocean Blvd	20:01:33	20:02:19	20:07:16
10/27/2022	100 BLK Commercial Blvd	09:15:29	09:16:51	09:17:57
10/27/2022	5100 BLK N Ocean Blvd	21:50:26	21:50:51	21:54:04
10/27/2022	4457 BLK Poinciana St	23:09:55	23:10:23	23:13:48
10/28/2022	3900 BLK N Ocean Dr	18:53:12	18:55:01	18:56:37
10/29/2022	4300 BLK W Tradewinds Ave	06:57:02	06:57:14	07:00:22
10/30/2022	100 BLK Commercial Blvd	14:38:08	14:39:10	14:41:13
10/30/2022	200 BLK Washingtonia Ave	17:31:47	17:32:54	17:34:25
10/30/2022	1900 BLK S Ocean Blvd	18:03:07	18:06:49	18:07:00
10/31/2022	100 BLK Commercial Blvd	03:05:56	03:06:52	03:10:41
10/31/2022	6000 BLK N Ocean Blvd	19:06:03	19:06:23	19:09:21
10/31/2022	1500 BLK S Ocean Blvd	21:27:56	21:28:10	21:33:31
	6 Min or less = 99%	Average =		

Response Time

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Town Commission Agenda Item Report

Meeting Date: November 9, 2022

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Reports

Agenda Section: Town Manager Report

Subject Title: Town Manager Report for November 9, 2022

Explanation: Following is the Town Manager's report for November 9, 2022.

1. Veteran's Day

We invite Town residents and neighbors to join us as we honor the men and women who have bravely served our country at the Town's annual Veterans Day ceremony on Friday, November 11th from 10:00 AM to 11AM in El Prado Park. The event will feature our local fife and drum contingent, our VFD's color guard and a rifle volley by BSO. Our 2022 chairperson, Commissioner Randy Strauss, will have the honor of introducing this year's keynote speaker Dr. Ana Barbosa, a retired Senior Master Sergeant, First Sergeant of the United States Air Force.

2. Christmas By The Sea

This is our last meeting before our annual Christmas By The Sea event, which will be on Wednesday, December 7th. Santa is expected via the firetruck at 6 PM, followed by the tree lighting. The event will be from 5 to 8 PM this year, with holiday and sea themed gifts for sale and arts and crafts for the kids. Please come and enjoy our community inspired event as family and friends kick off the holiday season.

3. Urban Beekeepers Contract Renewal

The Town executed an extension of a License Agreement between The Urban Beekeepers Apiary and LBTS. The bees were relocated off-site in early July due to roof repair work and the installation of a new generator at Town Hall. The bees will remain off-site while the Public Works building is being treated for termites. This work will be completed in January and the bees will return to Town Hall in early February. The new agreement is for one year, starting on November 1, 2022.

4. Volunteer Fire Department Contract

The Volunteer Fire Department Contract is set to expire on November 30, 2022. Ken Rubach is currently working with the VFD to review the contract and incorporate some of the recommendations we received from the VFD Audit. We expect the contract to be complete and presented to the Commission in January. Therefore, I have exercised the option included in the

purchasing manual to extend the VFD contract 90 days. The new expiration date will be February 28, 2023.



5. Golf Cart Video

The Town Commission brought up concerns about underaged drivers using Golf carts on the Town's streets. In response to these concerns, we asked our contractor, Conceptual Communications, to develop a brief video that we have posted on our social media accounts. We also sent an email to all of our Vacation Rental agents that included the link to this video and outlined the restrictions.

<https://www.dropbox.com/s/teajzqn382ql5ts/LBTS%20Golf%20Carts%20OCTOBER%202022%20DRAFT%205.mp4?dl=0>

6. Code Compliance Update

A summary of the code activity on three properties that the Town Commission authorized foreclosure at the October 25, 2022 meeting follows.

230 Pine Avenue

The Special Magistrate authorized the Town to abate the violations on the property and initiate foreclosure proceedings. The bees were exterminated on Saturday (10/29), the grass was cut on Monday (10/31) and trash and litter was addressed on Thursday (11/3).

2036 CocoPalm Place

The Special Magistrate authorized the Town to correct the violation of unguarded pool. On November 2nd, the Town's contractor screened the opening to the fence to secure the pool. The cost of the work will be billed to the property and assessed as a lien if not paid in a timely manner.

4326 North Ocean Drive

The Special Magistrate authorized the Town's initiation of foreclosure proceedings. John Coldwell, The Urban Beekeeper, inspected the property and confirmed that the structure's roof would need to be compromised to properly remove the hive.

7. Barricade Banner Update

When preparing the Town for the hurricane, Public Works staff removed the barricade covers. In doing so, we realized that many were ripped, dirty or faded so we ordered new covers so that

we could be prepared for season. We have received the covers, and staff is preparing them with Velcro so that we can install them. We expect to have them all up and barricades covered before Thanksgiving.

8. Upcoming Meetings

November 17	Special Magistrate Meeting	Jarvis Hall	5:00 p.m.
December 13	Regular Commission Meeting	Jarvis Hall	6:30 p.m.



Town Commission Agenda Item Report

Meeting Date: November 9, 2022

Submitted By: Lucila Lang, Director of Budget & Finance

Submitting Department: Finance Department

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: August 2022 Finance Report

Explanation: Presented is the August 2022 financial report which consists of the attached Revenue Report (Exhibit 1) and the Cash & Investment Report (Exhibit 2). At the end of August, the Town was 91.67% through the fiscal year.

The following is a summary of the operating results through 8/31/22:

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	\$ 14,287,803.00	\$ 1,688,752.00	\$ 12,599,051.00	\$ 12,281,927.12	97.48%	\$ 11,810,910.40	93.74%	\$ 471,016.72
Building Fund	\$ 930,681.00	\$ 105,998.00	\$ 824,683.00	\$ 1,828,083.84	221.67%	\$ 979,080.66	118.72%	\$ 849,003.18
Sewer Fund	\$ 1,394,936.00	\$ 200,281.00	\$ 1,194,655.00	\$ 1,095,716.80	91.72%	\$ 871,366.65	72.94%	\$ 224,350.15
Fire Fund	\$ 1,964,755.00	\$ 917,507.00	\$ 1,047,248.00	\$ 1,065,663.33	101.76%	\$ 944,466.14	90.19%	\$ 121,197.19
Capital Fund	\$ 8,534,253.00	\$ 5,214,847.00	\$ 3,319,406.00	\$ 4,875,712.31	146.89%	\$ 2,837,078.94	33.24%	\$ 2,038,633.37
Parking Fund	\$ 2,294,883.00		\$ 2,294,883.00	\$ 3,049,919.78	132.90%	\$ 1,864,088.94	81.23%	\$ 1,185,830.84
Grand Total	\$ 29,407,311.00	\$ 8,127,385.00	\$ 21,279,926.00	\$ 24,197,023.18		\$ 19,306,991.73		\$ 4,890,031.45

Notable items for this month are as follows:

General Fund-001:

- Through the month of August, the Town has received a total of \$9,112,035.89 or 101.29% of Ad Valorem Property Taxes of budgeted amount.
- Overall, General Fund revenues and expenditures are within budget.
- The Town received \$15,710.07 for COVID-19 relief funds and \$29,436.55 for a Dune Management Grant.

Building Fund-102:

- Building Permit Fees are at 223.76%.
- Fund expenditures correlate with the revenues which explains expenses at 138.04%. CAP bills were not received or processed for August.

Sewer Fund-103:

- Sewer Fund revenues and expenditures are within expectations for the fiscal year.

Fire Fund-115:

- Through the month of August, the Town has received a total of \$1,029,788.03 or 101.72% of Property Tax-Fire Assessment of budgeted amount.
- Expenditures are within expectations.

Capital Projects Fund-300:

- Activity for capital projects for the month of August is listed below:

AUGUST, 2022 REPORT INFORMATION					
<u>CIP Projects</u>	<u>Budget</u>	<u>August Expenditures</u>	<u>YTD Expenditures</u>	<u>% Completion</u>	<u>Comments</u>
A1A Hibiscus Crosswalk	\$ 45,000.00	\$ -	\$ 54,902.93	122.01%	No activity for this month.
Town Hall Complex	\$ 321,755.00	\$ 115,651.36	\$ 144,564.20	44.93%	PSI Roofing-Roof replacement/repairs.
Downtown Parking Reconfiguration	\$ 350,000.00	\$ -	\$ 38,987.65	11.14%	No activity for this month.
Bel Air-Seawall Repair-East	\$ 220,297.00	\$ 2,475.91	\$ 7,227.41	3.28%	Payment i/a/o \$1,575.91 made to The Chappell Group, Inc. for the ERP Process, Permit and Applications. Payment i/a/o \$900.00 made to Broward County for permit(s).
Canal Dredging	\$ 109,954.00	\$ 1,148.18	\$ 29,757.71	27.06%	Payment i/a/o \$1,148.18 made to The Chappell Group, Inc. for bidding assistance.
Storm Water Rate Study	\$ 40,000.00	\$ -	\$ 19,642.32	49.11%	No activity for this month.
East Tradewinds Improvement	\$ 50,000.00	\$ -	\$ 3,404.00	6.81%	No activity for this month.
Beach Renourishment	\$ 54,518.00	\$ -	\$ 50,352.87	92.36%	No activity for this month.
Pedestrian Amenities	\$ 150,000.00	\$ 612.16	\$ 2,646.51	1.76%	Payment i/a/o \$612.16 made to Baxter & Woodman, Inc. for FDOT submittal coordination.
Palm Club Sewer	\$ 3,156,061.00	\$ 24,705.10	\$ 2,305,594.77	73.05%	Payment i/a/o \$11,267.25 made to Baxter & Woodman, Inc. for construction administration/inspection and electrical engineering. Payment i/a/o \$13,437.85 made to Man Con, Inc. for the installation of a 2'-0" high gravity wall to support the soil and increase the 6" slab size.
Street Project-Codrington Drive	\$ 1,254,359.00	\$ 2,262.80	\$ 63,948.13	5.10%	Payment i/a/o \$2,262.80 made to Baxter & Woodman, Inc. for design and permitting.
Street Project-Bougainvillea/PoINCIANA	\$ 240,000.00	\$ -	\$ -	0.00%	No activity for this month.
Dog Park Pilot	\$ 50,000.00	\$ -	\$ -	0.00%	No activity for this month.
Greenway-El Mar Drive	\$ 2,327,566.00	\$ -	\$ -	0.00%	No activity for this month.
Totals:	\$ 8,369,510.00	\$ 146,855.51	\$ 2,721,028.50		

Parking Fund-310:

- Parking revenues are at 133.97%, well above amount budgeted for FY22.
- Expenditures are within expectation.

The top producing lots for August 2022 were:

- A1A Parking Lot
- El Prado Parking Lot
- Ocean Front Meters
- El Mar Parking Lot

A breakdown of parking revenue by lots is outlined in the Table below:

AUGUST 2022 Financial Report										
FY22	April, 2022		May, 2022		June, 2022		July, 2022		August, 2022	
	Revenue	\$(+/)from 04/21	Revenue	\$(+/)from 05/21	Revenue	\$(+/)from 06/21	Revenue	\$(+/)from 07/21	Revenue	\$(+/)from 08/21
South Ocean	\$ 26,511.46	\$3,142.08	\$ 27,816.58	\$7,486.76	\$ 21,136.59	(\$1,583.01)	\$ 24,060.93	\$ 4,781.80	\$ 22,585.01	\$ 3,601.35
Ocean Front Meters	\$ 37,841.47	\$8,344.12	\$ 41,463.45	\$16,071.60	\$ 37,720.06	\$2,443.03	\$ 40,439.33	\$ 12,882.42	\$ 45,997.15	\$ 12,616.46
Commercial Blvd. Meters	\$ 7,875.90	(\$4,696.18)	\$ 6,993.65	(\$4,267.74)	\$ 6,500.22	(\$7,014.94)	\$ 5,733.30	\$ (4,043.54)	\$ 7,116.08	\$ (3,939.59)
Parking Meters-Beach	\$ 20,020.86	(\$4,477.07)	\$ 22,815.36	\$1,120.73	\$ 21,645.50	(\$3,628.42)	\$ 17,821.91	\$ (3,772.74)	\$ 23,608.82	\$ 346.84
Palm Portal-FDG	\$ 12,520.87	\$12,520.87	\$ 12,842.72	\$12,842.72	\$ 11,961.02	\$11,961.02	\$ 13,703.14	\$ 13,703.14	\$ 12,960.86	\$ 12,960.86
El Prado Parking Lot	\$ 61,547.07	\$9,853.19	\$ 61,048.08	\$16,112.55	\$ 48,715.21	(\$3,309.96)	\$ 59,202.37	\$ 13,874.59	\$ 53,689.69	\$ 8,223.73
Town Hall Parking Lot	\$ 3,661.09	\$731.92	\$ 4,657.32	\$171.27	\$ 2,678.94	\$710.82	\$ 3,377.87	\$ 761.71	\$ 1,457.64	\$ (524.50)
El Mar Parking Lot	\$ 24,024.93	\$3,024.59	\$ 28,623.57	\$9,086.08	\$ 24,386.96	(\$981.94)	\$ 24,122.03	\$ 4,790.23	\$ 28,555.83	\$ 6,056.47
A1A Parking Lot	\$ 60,076.83	\$8,268.68	\$ 61,952.75	\$13,812.73	\$ 50,742.53	(\$5,324.12)	\$ 59,739.17	\$ 15,017.40	\$ 56,945.96	\$ 10,649.56
Bougainvilla/Poinciana	\$ 20,641.35	\$2,409.66	\$ 18,959.87	\$1,565.57	\$ 15,948.55	(\$2,724.27)	\$ 17,365.58	\$ 2,821.37	\$ 15,614.67	\$ 121.09
Monthly Total:	\$ 274,721.83		\$ 287,173.35		\$ 241,435.58		\$ 265,565.63		\$ 268,531.71	
Difference from last year \$:	\$ 39,121.86		\$ 74,002.27		\$ (9,451.79)		\$ 60,816.38		\$ 50,112.27	
Difference from last year %:	16.61%		34.71%		-3.77%		29.70%		22.94%	

In addition to the detailed information of parking revenues, the following chart shows the collection of parking fines. Parking fines are collected at Town Hall and Municipal Citations. In May 2022, the Town hired RTR Financial Services, Inc., a collection agency, to assist with past due uncollected parking fines (\$1,047.17 collected by RTR in August).

Parking Fines	March 2022	April 2022	May 2022	June 2022	July 2022	August 2022
	\$ 3,160.00	\$ 16,950.00	\$ 1,135.00	\$ 1,956.00	\$ 3,306.32	\$ 2,599.07

Update to FY23 proposed budget:

EXPENDITURES	Amended Budget	Proposed FY23-Updated Amounts	Proposed FY23
Bel Air-Seawall Repair-East	\$ 220,297	\$ 215,545	No change
Offsite Roof Replacement		\$ 331,000	Reduced by \$14k
Complete Street Project Construction (Codrington Drive)	\$ 1,254,359	\$ 1,700,000	Increase of \$300K: CMAR prices have come in higher than originally budgeted due to the cost of materials.
Canal Dredging (Possible completion in FY23)	\$ 109,954	\$ 380,000	Increase of \$149K: Bid prices have come in higher than originally budgeted.
Pedestrian/ADA Improvements (Crosswalks)	\$ 150,000	\$ 50,000	Reduction of \$100K
Finance Software	\$ 125,000	\$ 98,000	No change
Jarvis Hall A/V Equipment Upgrades		\$ 165,000	No change
Friedt Park Playground Improvement		\$ 700,000	No change
Storm Water Rate Study	\$ 40,000	\$ 60,000	No change
Downtown Commercial Refurbishment Construction		\$ 1,200,000	No change
TOTAL EXPENDITURES	\$ 1,899,609	\$ 4,899,545	
East Tradewind Improvements	\$	75,000.00	Deferred for future CIP.
Beach Portal Design	\$	150,000.00	Deferred for future CIP.
Street Project Design-Bougainvillea/Poinciana Drive	\$	110,000.00	Deferred for future CIP.

To stay within the approved budget of September 28, 2022, updates identified above were made to the CIP budget due to changes in costs.

Attachments: Ex.1 Revenue/Expenditure Report
Ex.2 Cash-Investment Report-August 2022



Lauderdale-By-The-Sea, FL

Budget Report

Account Summary

For Fiscal: 2021-2022 Period Ending: 08/31/2022

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
Revenue						
Department: 000000 - NonDesignated						
001-000000-380200 Appropriated Fund Balance	1,688,752.00	1,688,752.00	0.00	0.00	-1,688,752.00	0.00 %
Department: 000000 - NonDesignated Total:	1,688,752.00	1,688,752.00	0.00	0.00	-1,688,752.00	0.00%
Department: 301000 - Ad Valorem Property Taxes						
001-301000-311100 Ad Valorem Property Taxes	8,996,323.00	8,996,323.00	3,314.65	9,112,035.89	115,712.89	101.29 %
Department: 301000 - Ad Valorem Property Taxes Total:	8,996,323.00	8,996,323.00	3,314.65	9,112,035.89	115,712.89	101.29%
Department: 301100 - Utility Taxes						
001-301100-311101 Fpl Utility Tax	897,700.00	897,700.00	88,881.06	768,487.96	-129,212.04	85.61 %
001-301100-311440 Gas Utility Tax	18,000.00	18,000.00	980.49	15,692.88	-2,307.12	87.18 %
001-301100-314300 Water Utility Tax	167,400.00	167,400.00	14,036.84	147,278.21	-20,121.79	87.98 %
Department: 301100 - Utility Taxes Total:	1,083,100.00	1,083,100.00	103,898.39	931,459.05	-151,640.95	86.00%
Department: 301600 - Franchise Taxes						
001-301600-313100 Fl Power & Light Franchise	600,500.00	600,500.00	63,492.67	558,802.61	-41,697.39	93.06 %
001-301600-313300 Waste Franchise Collection	171,000.00	171,000.00	0.00	74,835.43	-96,164.57	43.76 %
001-301600-313301 Waste Franchise Adm-fee	9,000.00	9,000.00	18,289.29	25,748.40	16,748.40	286.09 %
001-301600-313400 Gas Franchise	19,000.00	19,000.00	1,010.87	20,413.15	1,413.15	107.44 %
001-301600-313600 Towing Franchise Fees	700.00	700.00	0.00	580.00	-120.00	82.86 %
Department: 301600 - Franchise Taxes Total:	800,200.00	800,200.00	82,792.83	680,379.59	-119,820.41	85.03%
Department: 302000 - Licenses & Permits						
001-302000-321100 Business License Taxes	86,000.00	86,000.00	2,607.10	89,903.20	3,903.20	104.54 %
001-302000-321110 Sidewalk Cafe Row	40,000.00	40,000.00	0.00	84,558.40	44,558.40	211.40 %
001-302000-322150 Miscellaneous Permits	500.00	500.00	0.00	490.00	-10.00	98.00 %
001-302000-322250 Zoning Permit & Fees	0.00	0.00	830.00	1,630.00	1,630.00	0.00 %
001-302000-322400 Sign Permits	3,000.00	3,000.00	200.00	660.00	-2,340.00	22.00 %
Department: 302000 - Licenses & Permits Total:	129,500.00	129,500.00	3,637.10	177,241.60	47,741.60	136.87%
Department: 303000 - Intergovernmental Revenues						
001-303000-311120 Municipal Revenue Sharing	169,000.00	169,000.00	66,365.92	218,082.77	49,082.77	129.04 %
001-303000-311150 Alcoholic Beverage License	16,700.00	16,700.00	0.00	97.89	-16,602.11	0.59 %
001-303000-311180 Sales Tax	422,700.00	422,700.00	43,811.09	436,934.70	14,234.70	103.37 %
001-303000-312410 Local Op Gas Tax 1 - 6 Cent	67,499.00	67,499.00	5,249.76	53,446.46	-14,052.54	79.18 %
001-303000-312420 Local Op Gas Tax 2 - 5 Cent	47,857.00	47,857.00	3,596.29	37,663.30	-10,193.70	78.70 %
001-303000-315100 Communication Service Tax	321,000.00	321,000.00	22,800.92	259,113.02	-61,886.98	80.72 %
001-303000-334910 Bcc-senior Center Grant	19,233.00	19,233.00	0.00	19,801.00	568.00	102.95 %
001-303000-334914 Bcc-transportation Grant	150,000.00	150,000.00	0.00	54,948.52	-95,051.48	36.63 %
001-303000-334915 Fdot-reimbursable Grant	18,606.00	18,606.00	0.00	0.00	-18,606.00	0.00 %
001-303000-334930 Emergency Supplemental Funding	0.00	0.00	15,710.07	15,710.07	15,710.07	0.00 %
001-303000-334932 Dune Management Grant	30,000.00	30,000.00	29,436.55	29,436.55	-563.45	98.12 %
001-303000-343400 Recycling Revenue	0.00	0.00	399.42	960.93	960.93	0.00 %
Department: 303000 - Intergovernmental Revenues Total:	1,262,595.00	1,262,595.00	187,370.02	1,126,195.21	-136,399.79	89.20%
Department: 304000 - Charges for Services						
001-304000-343902 Site Plan Application Fees	1,650.00	1,650.00	0.00	1,350.00	-300.00	81.82 %
001-304000-347500 Tennis - Shuffle Key	6,000.00	6,000.00	490.00	12,130.00	6,130.00	202.17 %
Department: 304000 - Charges for Services Total:	7,650.00	7,650.00	490.00	13,480.00	5,830.00	176.21%
Department: 305000 - Fines & Forfeitures						
001-305000-354150 Fines,trafficviolation,citatio	32,000.00	32,000.00	2,065.50	14,041.89	-17,958.11	43.88 %
001-305000-354160 Code Enforcement Fines	25,000.00	25,000.00	3,520.00	19,115.00	-5,885.00	76.46 %
001-305000-359100 Other Fines & Alarms	3,000.00	3,000.00	0.00	1,500.00	-1,500.00	50.00 %
Department: 305000 - Fines & Forfeitures Total:	60,000.00	60,000.00	5,585.50	34,656.89	-25,343.11	57.76%

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 306000 - Miscellaneous Revenues							
001-306000-361100	Interest Earnings	30,000.00	30,000.00	84.36	2,924.55	-27,075.45	9.75 %
001-306000-362000	Rent/lease Royalties	79,503.00	79,503.00	6,511.34	69,441.16	-10,061.84	87.34 %
001-306000-365400	Recycling Revenue	0.00	0.00	0.00	2,501.60	2,501.60	0.00 %
001-306000-366100	Donations	6,000.00	6,000.00	0.00	17,050.00	11,050.00	284.17 %
001-306000-369100	Miscellaneous Revenues	75,000.00	75,000.00	2,408.20	87,068.59	12,068.59	116.09 %
001-306000-369200	Miscellaneous Applications	15,000.00	15,000.00	200.00	7,190.00	-7,810.00	47.93 %
001-306000-369201	Miscellaneous Merchandisesales	0.00	0.00	245.00	469.00	469.00	0.00 %
001-306000-369250	Recreational Activities Fee	1,430.00	1,430.00	0.00	850.00	-580.00	59.44 %
001-306000-369500	miscellaneous Lobbyist	250.00	250.00	0.00	400.00	150.00	160.00 %
001-306000-369901	Insurance Reimbursement	30,500.00	30,500.00	0.00	2,083.99	-28,416.01	6.83 %
Department: 306000 - Miscellaneous Revenues Total:		237,683.00	237,683.00	9,448.90	189,978.89	-47,704.11	79.93%
Department: 581100 - Interfund Transfers							
001-581100-380115	Transfer From Fire - Oh Costs	22,000.00	22,000.00	0.00	16,500.00	-5,500.00	75.00 %
Department: 581100 - Interfund Transfers Total:		22,000.00	22,000.00	0.00	16,500.00	-5,500.00	75.00%
Revenue Total:		14,287,803.00	14,287,803.00	396,537.39	12,281,927.12	-2,005,875.88	85.96%
Expense							
Department: 511000 - Commission							
001-511000-500110	Commission Salaries	68,415.00	68,415.00	5,922.28	59,773.77	8,641.23	87.37 %
001-511000-500210	Employer Fica Taxes	5,234.00	5,234.00	428.84	4,516.51	717.49	86.29 %
001-511000-500220	Retirement	35,179.00	35,179.00	6,751.42	36,170.58	-991.58	102.82 %
001-511000-500230	Group Insurance	82,347.00	82,347.00	3,123.71	44,570.14	37,776.86	54.12 %
001-511000-500345	Contractual Services	4,500.00	4,500.00	168.75	3,862.50	637.50	85.83 %
001-511000-500510	Office Supplies	500.00	500.00	0.00	275.00	225.00	55.00 %
001-511000-500512	Elections	13,400.00	13,400.00	0.00	772.81	12,627.19	5.77 %
001-511000-500540	Dues & Subscriptions	2,700.00	2,700.00	619.10	969.10	1,730.90	35.89 %
001-511000-500545	Training	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
001-511000-500550	Operating Expenses	15,000.00	15,000.00	0.00	10,528.24	4,471.76	70.19 %
Department: 511000 - Commission Total:		233,275.00	233,275.00	17,014.10	161,438.65	71,836.35	69.21%
Department: 511100 - Donation-Non Profits							
001-511100-500820	Donations-aids To Private Org	63,259.00	63,259.00	0.00	50,259.00	13,000.00	79.45 %
Department: 511100 - Donation-Non Profits Total:		63,259.00	63,259.00	0.00	50,259.00	13,000.00	79.45%
Department: 511200 - Visitor Center							
001-511200-500120	Regular Salaries	13,427.00	13,427.00	983.60	12,243.15	1,183.85	91.18 %
001-511200-500140	Overtime Salaries	1,500.00	1,500.00	0.00	250.21	1,249.79	16.68 %
001-511200-500210	Employer Fica Taxes	1,142.00	1,142.00	75.25	939.48	202.52	82.27 %
001-511200-500220	Retirement	1,453.00	1,453.00	546.74	1,841.85	-388.85	126.76 %
001-511200-500230	Group Insurance	4,019.00	4,019.00	166.28	2,498.04	1,520.96	62.16 %
001-511200-500340	Sewer/wastewater	3,300.00	3,300.00	621.54	3,128.11	171.89	94.79 %
001-511200-500430	Electric Service	1,600.00	1,600.00	153.92	1,086.66	513.34	67.92 %
001-511200-500431	Water Service	3,000.00	3,000.00	673.52	3,367.71	-367.71	112.26 %
001-511200-500520	Bldg. Maintenance	10,000.00	10,000.00	0.00	662.50	9,337.50	6.63 %
001-511200-500550	Operating Expenses	10,000.00	10,000.00	122.38	1,281.98	8,718.02	12.82 %
001-511200-500553	Visitor Center Staff Salaries	55,000.00	55,000.00	5,885.90	17,206.52	37,793.48	31.28 %
Department: 511200 - Visitor Center Total:		104,441.00	104,441.00	9,229.13	44,506.21	59,934.79	42.61%
Department: 513000 - Administration							
001-513000-500120	Regular Salaries	596,812.00	596,812.00	62,847.80	479,134.81	117,677.19	80.28 %
001-513000-500121	Temporary Salaries/ Interns	15,000.00	15,000.00	0.00	2,401.50	12,598.50	16.01 %
001-513000-500140	Overtime Salaries	2,500.00	2,500.00	31.84	555.62	1,944.38	22.22 %
001-513000-500210	Employer Fica Taxes	45,848.00	45,848.00	4,811.03	61,146.69	-15,298.69	133.37 %
001-513000-500220	Retirement	101,767.00	101,767.00	19,827.49	92,390.64	9,376.36	90.79 %
001-513000-500230	Group Insurance	156,748.00	156,748.00	6,190.88	86,093.89	70,654.11	54.93 %
001-513000-500315	Professional Services	54,000.00	54,000.00	0.00	0.00	54,000.00	0.00 %
001-513000-500320	Audit Expense	38,000.00	38,000.00	0.00	31,500.00	6,500.00	82.89 %
001-513000-500344	Hr Expenses	5,000.00	5,000.00	660.10	5,540.50	-540.50	110.81 %
001-513000-500345	Contractual Services	45,840.00	45,840.00	7,264.10	52,695.40	-6,855.40	114.96 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-513000-500463	Service Maintenance Contracts	21,300.00	21,300.00	1,660.87	19,836.82	1,463.18	93.13 %
001-513000-500506	Printing & Binding	3,500.00	3,500.00	0.00	1,815.04	1,684.96	51.86 %
001-513000-500508	Postage	4,500.00	4,500.00	1,705.80	7,009.35	-2,509.35	155.76 %
001-513000-500510	Office Supplies	6,000.00	6,000.00	1,239.32	3,322.28	2,677.72	55.37 %
001-513000-500540	Dues & Subscriptions	7,795.00	7,795.00	0.00	4,705.00	3,090.00	60.36 %
001-513000-500545	Training	10,800.00	10,800.00	0.00	7,118.34	3,681.66	65.91 %
001-513000-500550	Operating Expenses	15,820.00	15,820.00	3,726.05	17,708.24	-1,888.24	111.94 %
Department: 513000 - Administration Total:		1,131,230.00	1,131,230.00	109,965.28	872,974.12	258,255.88	77.17%
Department: 514000 - Town Attorney							
001-514000-500310	Legal Expense	315,000.00	315,000.00	21,492.60	255,061.40	59,938.60	80.97 %
001-514000-500314	Litigation	105,000.00	105,000.00	17,497.30	17,685.09	87,314.91	16.84 %
001-514000-500319	Ethics Research, Training & Op	6,000.00	6,000.00	2,553.80	7,932.60	-1,932.60	132.21 %
Department: 514000 - Town Attorney Total:		426,000.00	426,000.00	41,543.70	280,679.09	145,320.91	65.89%
Department: 519000 - General							
001-519000-500120	Regular Salaries	162,750.00	162,750.00	15,963.09	126,531.28	36,218.72	77.75 %
001-519000-500140	Overtime Salaries	0.00	0.00	0.00	281.25	-281.25	0.00 %
001-519000-500210	Employer Fica Taxes	12,451.00	12,451.00	1,223.25	9,465.81	2,985.19	76.02 %
001-519000-500220	Retirement	17,610.00	17,610.00	2,414.53	13,681.13	3,928.87	77.69 %
001-519000-500230	Group Insurance	33,808.00	33,808.00	1,242.79	17,273.15	16,534.85	51.09 %
001-519000-500311	Advertisements	12,000.00	12,000.00	0.00	11,835.74	164.26	98.63 %
001-519000-500315	Professional Services	40,000.00	40,000.00	14,221.15	49,261.59	-9,261.59	123.15 %
001-519000-500345	Contractual Services	40,200.00	40,200.00	14,999.32	24,108.94	16,091.06	59.97 %
001-519000-500349	Community Bus	160,216.00	160,216.00	18,930.73	93,923.11	66,292.89	58.62 %
001-519000-500451	Auto, Property & Liability Ins	134,800.00	134,800.00	0.00	129,134.66	5,665.34	95.80 %
001-519000-500452	Workers Compensation Insur	44,000.00	44,000.00	0.00	38,741.00	5,259.00	88.05 %
001-519000-500463	Service Maintenance Contracts	12,000.00	12,000.00	0.00	2,215.84	9,784.16	18.47 %
001-519000-500497	Contingency	100,000.00	100,000.00	0.00	1,200.84	98,799.16	1.20 %
001-519000-500506	Printing & Binding	18,500.00	18,500.00	8,728.12	17,591.47	908.53	95.09 %
001-519000-500508	Postage	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-519000-500511	Computer Expense	91,575.00	91,575.00	18,469.98	107,604.08	-16,029.08	117.50 %
001-519000-500525	Uniform Expense	225.00	225.00	0.00	0.00	225.00	0.00 %
001-519000-500545	Training	500.00	500.00	0.00	0.00	500.00	0.00 %
001-519000-500550	Operating Expenses	23,000.00	23,000.00	436.98	31,442.94	-8,442.94	136.71 %
001-519000-500552	Recycling And Solid Waste Exp	30,000.00	30,000.00	0.00	4,732.11	25,267.89	15.77 %
001-519000-500640	Capital Outlay - Equipt & Mach	0.00	0.00	0.00	30,340.19	-30,340.19	0.00 %
Department: 519000 - General Total:		936,635.00	936,635.00	96,629.94	709,365.13	227,269.87	75.74%
Department: 519100 - Tourism and Community Outreach							
001-519100-500311	Advertisements	34,700.00	34,700.00	0.00	6,971.68	27,728.32	20.09 %
001-519100-500315	Professional Services	91,500.00	91,500.00	2,860.32	28,084.71	63,415.29	30.69 %
001-519100-500345	Contractual Services	17,758.00	17,758.00	42.24	8,522.93	9,235.07	47.99 %
001-519100-500495	Special Events	9,400.00	9,400.00	0.00	4,023.80	5,376.20	42.81 %
001-519100-500506	Printing & Binding	15,275.00	15,275.00	22.73	1,134.88	14,140.12	7.43 %
001-519100-500540	Dues & Subscriptions	1,780.00	1,780.00	0.00	804.51	975.49	45.20 %
001-519100-500550	Operating Expenses	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Department: 519100 - Tourism and Community Outreach Total:		171,413.00	171,413.00	2,925.29	49,542.51	121,870.49	28.90%
Department: 521000 - Police Department							
001-521000-500141	Bso Overtime	80,000.00	80,000.00	19,061.91	56,945.81	23,054.19	71.18 %
001-521000-500345	Contractual Services	5,378,907.00	5,378,907.00	448,242.25	4,930,664.75	448,242.25	91.67 %
001-521000-500352	Contract Services	5,000.00	5,000.00	0.00	4,996.19	3.81	99.92 %
001-521000-500520	Bldg. Maintenance	1,500.00	1,500.00	0.00	429.00	1,071.00	28.60 %
001-521000-500550	Operating Expenses	5,000.00	5,000.00	0.00	3,410.97	1,589.03	68.22 %
001-521000-500640	Capital Outlay - Equipt & Mach	2,200.00	2,200.00	0.00	2,375.00	-175.00	107.95 %
Department: 521000 - Police Department Total:		5,472,607.00	5,472,607.00	467,304.16	4,998,821.72	473,785.28	91.34%
Department: 523000 - Emergency Medical Services							
001-523000-500345	Contractual Services	873,699.00	873,699.00	72,808.25	873,699.00	0.00	100.00 %
Department: 523000 - Emergency Medical Services Total:		873,699.00	873,699.00	72,808.25	873,699.00	0.00	100.00%

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 524000 - Development Services							
001-524000-500120	Regular Salaries	272,842.00	272,842.00	22,267.97	197,899.97	74,942.03	72.53 %
001-524000-500140	Overtime Salaries	5,000.00	5,000.00	60.02	284.94	4,715.06	5.70 %
001-524000-500210	Employer Fica Taxes	21,255.00	21,255.00	1,683.46	14,787.59	6,467.41	69.57 %
001-524000-500220	Retirement	61,131.00	61,131.00	7,741.75	41,641.96	19,489.04	68.12 %
001-524000-500230	Group Insurance	74,259.00	74,259.00	3,034.48	30,756.65	43,502.35	41.42 %
001-524000-500315	Professional Services	66,500.00	66,500.00	3,853.33	47,507.15	18,992.85	71.44 %
001-524000-500345	Contractual Services	319,574.00	319,574.00	26,001.66	258,879.83	60,694.17	81.01 %
001-524000-500461	Vehicle Maintenance	250.00	250.00	0.00	85.88	164.12	34.35 %
001-524000-500462	Fuel	500.00	500.00	0.00	334.51	165.49	66.90 %
001-524000-500463	Service Maintenance Contracts	6,600.00	6,600.00	217.34	3,841.52	2,758.48	58.20 %
001-524000-500506	Printing & Binding	1,300.00	1,300.00	330.92	3,737.49	-2,437.49	287.50 %
001-524000-500508	Postage	5,000.00	5,000.00	0.00	289.26	4,710.74	5.79 %
001-524000-500510	Office Supplies	2,500.00	2,500.00	0.00	506.69	1,993.31	20.27 %
001-524000-500525	Uniform Expense	600.00	600.00	0.00	0.00	600.00	0.00 %
001-524000-500540	Dues & Subscriptions	3,300.00	3,300.00	-50.00	0.00	3,300.00	0.00 %
001-524000-500545	Training	4,500.00	4,500.00	0.00	584.00	3,916.00	12.98 %
001-524000-500550	Operating Expenses	9,000.00	9,000.00	142.33	2,255.81	6,744.19	25.06 %
001-524000-500640	Capital Outlay - Equip't & Mach	0.00	0.00	0.00	8,400.00	-8,400.00	0.00 %
Department: 524000 - Development Services Total:		854,111.00	854,111.00	65,283.26	611,793.25	242,317.75	71.63%
Department: 541100 - Mun Srvsc - Public Works Div							
001-541100-500120	Regular Salaries	888,471.00	888,471.00	106,630.70	797,468.81	91,002.19	89.76 %
001-541100-500140	Overtime Salaries	50,000.00	50,000.00	1,721.37	32,573.67	17,426.33	65.15 %
001-541100-500210	Employer Fica Taxes	71,793.00	71,793.00	8,267.29	63,083.01	8,709.99	87.87 %
001-541100-500220	Retirement	112,979.00	112,979.00	21,562.30	106,757.55	6,221.45	94.49 %
001-541100-500230	Group Insurance	285,494.00	285,494.00	10,891.67	164,608.18	120,885.82	57.66 %
001-541100-500315	Professional Services	75,000.00	75,000.00	3,800.00	75,883.23	-883.23	101.18 %
001-541100-500340	Sewer/wastewater	14,000.00	14,000.00	1,548.64	9,233.35	4,766.65	65.95 %
001-541100-500345	Contractual Services	322,817.00	322,817.00	11,353.00	183,392.15	139,424.85	56.81 %
001-541100-500410	Communications	41,800.00	41,800.00	4,734.12	53,455.14	-11,655.14	127.88 %
001-541100-500430	Electric Service	48,000.00	48,000.00	5,080.56	40,938.98	7,061.02	85.29 %
001-541100-500431	Water Service	160,000.00	160,000.00	30,589.54	160,722.68	-722.68	100.45 %
001-541100-500433	Electric Service-streets	62,500.00	62,500.00	4,778.96	51,223.54	11,276.46	81.96 %
001-541100-500445	Equip Rent/lease	17,500.00	17,500.00	5,816.29	14,268.95	3,231.05	81.54 %
001-541100-500460	Equipment Maintenance	27,080.00	27,080.00	5,094.36	16,399.69	10,680.31	60.56 %
001-541100-500461	Vehicle Maintenance	14,000.00	14,000.00	2,084.43	14,781.18	-781.18	105.58 %
001-541100-500462	Fuel	24,000.00	24,000.00	0.00	32,744.15	-8,744.15	136.43 %
001-541100-500463	Service Maintenance Contracts	20,705.00	20,705.00	3,888.10	27,644.17	-6,939.17	133.51 %
001-541100-500470	Radio Maintenance	2,400.00	2,400.00	0.00	0.00	2,400.00	0.00 %
001-541100-500498	Storm Drain Rehab/maint	50,000.00	50,000.00	0.00	12,455.63	37,544.37	24.91 %
001-541100-500508	Postage	250.00	250.00	0.00	88.21	161.79	35.28 %
001-541100-500510	Office Supplies	1,750.00	1,750.00	0.00	0.00	1,750.00	0.00 %
001-541100-500520	Bldg. Maintenance	65,000.00	65,000.00	6,684.89	59,812.78	5,187.22	92.02 %
001-541100-500525	Uniform Expense	12,000.00	12,000.00	0.00	17,111.15	-5,111.15	142.59 %
001-541100-500529	Street Light Maintenance	35,000.00	35,000.00	20,443.57	44,755.27	-9,755.27	127.87 %
001-541100-500530	Street Maint Repair Supply	85,000.00	85,000.00	726.23	24,071.83	60,928.17	28.32 %
001-541100-500531	Grounds Maint/landscaping	50,000.00	50,000.00	1,519.00	42,273.58	7,726.42	84.55 %
001-541100-500532	Signs	12,500.00	12,500.00	0.00	9,319.09	3,180.91	74.55 %
001-541100-500534	Sidewalk Maint Repair	15,000.00	15,000.00	0.00	18,153.67	-3,153.67	121.02 %
001-541100-500535	Flags	2,500.00	2,500.00	0.00	694.20	1,805.80	27.77 %
001-541100-500540	Dues & Subscriptions	2,285.00	2,285.00	1,140.00	2,785.00	-500.00	121.88 %
001-541100-500545	Training	6,000.00	6,000.00	760.00	3,832.33	2,167.67	63.87 %
001-541100-500547	Hurricane Expenditure	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
001-541100-500550	Operating Expenses	70,000.00	70,000.00	14,748.16	74,691.79	-4,691.79	106.70 %
001-541100-500624	Capital Outlay-bldg. Improvemt	50,000.00	50,000.00	0.00	36,320.00	13,680.00	72.64 %
001-541100-500640	Capital Outlay - Equip't & Mach	6,000.00	6,000.00	0.00	11,777.66	-5,777.66	196.29 %
001-541100-500644	Capital Outlay-vehicles	39,263.00	39,263.00	3,204.61	39,133.45	129.55	99.67 %
Department: 541100 - Mun Srvsc - Public Works Div Total:		2,761,087.00	2,761,087.00	277,067.79	2,242,454.07	518,632.93	81.22%

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 572000 - Recreation							
001-572000-500311	Advertisements	1,800.00	1,800.00	0.00	1,321.00	479.00	73.39 %
001-572000-500342	Senior Rec. Ctr. Contract	94,834.00	94,834.00	7,867.61	88,123.97	6,710.03	92.92 %
001-572000-500343	Beach Maintenance Contract	264,000.00	264,000.00	20,500.00	225,500.00	38,500.00	85.42 %
001-572000-500345	Contractual Services	11,000.00	11,000.00	0.00	4,000.00	7,000.00	36.36 %
001-572000-500347	Programs	8,000.00	8,000.00	0.00	4,695.00	3,305.00	58.69 %
001-572000-500430	Electric Service	600.00	600.00	65.05	530.54	69.46	88.42 %
001-572000-500460	Equipment Maintenance	8,000.00	8,000.00	5,626.01	11,471.55	-3,471.55	143.39 %
001-572000-500469	Buoy Maintenance	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00 %
001-572000-500495	Special Events	105,000.00	105,000.00	11,888.76	90,455.21	14,544.79	86.15 %
001-572000-500510	Office Supplies	650.00	650.00	0.00	1,299.15	-649.15	199.87 %
001-572000-500520	Bldg. Maintenance	45,000.00	45,000.00	297.42	14,909.84	30,090.16	33.13 %
001-572000-500536	Sea Oats	12,000.00	12,000.00	0.00	1,670.00	10,330.00	13.92 %
001-572000-500550	Operating Expenses	112,000.00	112,000.00	8,286.62	59,314.89	52,685.11	52.96 %
001-572000-500640	Capital Outlay - Equip & Mach	47,500.00	47,500.00	0.00	6,590.00	40,910.00	13.87 %
Department: 572000 - Recreation Total:		719,384.00	719,384.00	54,531.47	509,881.15	209,502.85	70.88%
Department: 581100 - Interfund Transfers							
001-581100-500910	Transfer To Cip Fund	540,662.00	540,662.00	0.00	405,496.50	135,165.50	75.00 %
Department: 581100 - Interfund Transfers Total:		540,662.00	540,662.00	0.00	405,496.50	135,165.50	75.00%
Expense Total:		14,287,803.00	14,287,803.00	1,214,302.37	11,810,910.40	2,476,892.60	82.66%
Fund: 001 - General Fund Surplus (Deficit):		0.00	0.00	-817,764.98	471,016.72	471,016.72	0.00%
Fund: 101 - Special Revenue-Police Conf							
Revenue							
Department: 306000 - Miscellaneous Revenues							
101-306000-369100	Miscellaneous Revenues	0.00	0.00	0.00	1,070.31	1,070.31	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		0.00	0.00	0.00	1,070.31	1,070.31	0.00%
Revenue Total:		0.00	0.00	0.00	1,070.31	1,070.31	0.00%
Fund: 101 - Special Revenue-Police Conf Total:		0.00	0.00	0.00	1,070.31	1,070.31	0.00%
Fund: 102 - Building Fund							
Revenue							
Department: 000000 - NonDesignated							
102-000000-380200	Appropriated Fund Balance	50,000.00	105,998.00	0.00	0.00	-105,998.00	0.00 %
Department: 000000 - NonDesignated Total:		50,000.00	105,998.00	0.00	0.00	-105,998.00	0.00%
Department: 302100 - Building Permit and Inpection							
102-302100-322100	Building Permits	808,183.00	808,183.00	164,353.47	1,808,399.46	1,000,216.46	223.76 %
102-302100-322105	Fire Plan Review Fees	16,500.00	16,500.00	2,120.00	19,684.38	3,184.38	119.30 %
Department: 302100 - Building Permit and Inpection Total:		824,683.00	824,683.00	166,473.47	1,828,083.84	1,003,400.84	221.67%
Revenue Total:		874,683.00	930,681.00	166,473.47	1,828,083.84	897,402.84	196.42%
Expense							
Department: 524100 - Building							
102-524100-500120	Regular Salaries	80,642.00	80,642.00	5,000.78	58,715.53	21,926.47	72.81 %
102-524100-500210	Employer Fica Taxes	6,170.00	6,170.00	436.17	4,949.80	1,220.20	80.22 %
102-524100-500220	Retirement	15,802.00	15,802.00	569.42	7,230.95	8,571.05	45.76 %
102-524100-500230	Group Insurance	22,069.00	22,069.00	820.72	10,893.18	11,175.82	49.36 %
102-524100-500315	Professional Services	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
102-524100-500402	Building Permit Services	650,000.00	650,000.00	0.00	897,291.20	-247,291.20	138.04 %
102-524100-500624	Capital Outlay-bldg. Improvemnt	0.00	55,998.00	0.00	0.00	55,998.00	0.00 %
Department: 524100 - Building Total:		874,683.00	930,681.00	6,827.09	979,080.66	-48,399.66	105.20%
Expense Total:		874,683.00	930,681.00	6,827.09	979,080.66	-48,399.66	105.20%
Fund: 102 - Building Fund Surplus (Deficit):		0.00	0.00	159,646.38	849,003.18	849,003.18	0.00%

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 103 - Sewer Fund						
Revenue						
Department: 000000 - NonDesignated						
103-000000-380200 Appropriated Fund Balance	200,281.00	200,281.00	0.00	0.00	-200,281.00	0.00 %
Department: 000000 - NonDesignated Total:	200,281.00	200,281.00	0.00	0.00	-200,281.00	0.00%
Department: 304000 - Charges for Services						
103-304000-343500 Sewer Fees	1,193,155.00	1,193,155.00	0.00	1,095,528.33	-97,626.67	91.82 %
Department: 304000 - Charges for Services Total:	1,193,155.00	1,193,155.00	0.00	1,095,528.33	-97,626.67	91.82%
Department: 306000 - Miscellaneous Revenues						
103-306000-361100 Interest Earnings	1,500.00	1,500.00	20.08	188.47	-1,311.53	12.56 %
Department: 306000 - Miscellaneous Revenues Total:	1,500.00	1,500.00	20.08	188.47	-1,311.53	12.56%
Revenue Total:	1,394,936.00	1,394,936.00	20.08	1,095,716.80	-299,219.20	78.55%
Expense						
Department: 535000 - Sanitary Sewers						
103-535000-500120 Regular Salaries	58,968.00	58,968.00	7,816.68	71,598.15	-12,630.15	121.42 %
103-535000-500140 Overtime Salaries	5,250.00	5,250.00	332.37	4,649.74	600.26	88.57 %
103-535000-500210 Employer Fica Taxes	4,913.00	4,913.00	727.24	5,964.57	-1,051.57	121.40 %
103-535000-500220 Retirement	10,422.00	10,422.00	1,036.85	11,074.71	-652.71	106.26 %
103-535000-500230 Group Insurance	8,773.00	8,773.00	295.15	5,018.97	3,754.03	57.21 %
103-535000-500315 Professional Services	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
103-535000-500340 Sewer/wastewater	800,000.00	800,000.00	109,408.63	657,106.49	142,893.51	82.14 %
103-535000-500345 Contractual Services	18,000.00	18,000.00	0.00	12,910.82	5,089.18	71.73 %
103-535000-500430 Electric Service	24,000.00	24,000.00	1,223.89	14,130.68	9,869.32	58.88 %
103-535000-500431 Water Service	360.00	360.00	46.25	246.01	113.99	68.34 %
103-535000-500459 Sewer Line Maintenance	280,000.00	280,000.00	0.00	37,643.26	242,356.74	13.44 %
103-535000-500465 Pump Station Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
103-535000-500497 Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
103-535000-500506 Printing & Binding	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
103-535000-500550 Operating Expenses	2,250.00	2,250.00	0.00	59.09	2,190.91	2.63 %
103-535000-500630 Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	50,964.16	24,035.84	67.95 %
Department: 535000 - Sanitary Sewers Total:	1,394,936.00	1,394,936.00	120,887.06	871,366.65	523,569.35	62.47%
Expense Total:	1,394,936.00	1,394,936.00	120,887.06	871,366.65	523,569.35	62.47%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	-120,866.98	224,350.15	224,350.15	0.00%
Fund: 115 - Fire Fund						
Revenue						
Department: 000000 - NonDesignated						
115-000000-380203 Appropriation From Fire Fund	898,507.00	917,507.00	0.00	0.00	-917,507.00	0.00 %
Department: 000000 - NonDesignated Total:	898,507.00	917,507.00	0.00	0.00	-917,507.00	0.00%
Department: 301050 - Fire Assessment						
115-301050-311200 Property Tax-fire Assessment	1,012,348.00	1,012,348.00	75.00	1,029,788.03	17,440.03	101.72 %
Department: 301050 - Fire Assessment Total:	1,012,348.00	1,012,348.00	75.00	1,029,788.03	17,440.03	101.72%
Department: 304000 - Charges for Services						
115-304000-342210 Fire Inspection Fees	33,900.00	33,900.00	0.00	35,656.74	1,756.74	105.18 %
Department: 304000 - Charges for Services Total:	33,900.00	33,900.00	0.00	35,656.74	1,756.74	105.18%
Department: 306000 - Miscellaneous Revenues						
115-306000-361100 Interest Earnings	1,000.00	1,000.00	18.52	218.56	-781.44	21.86 %
Department: 306000 - Miscellaneous Revenues Total:	1,000.00	1,000.00	18.52	218.56	-781.44	21.86%
Revenue Total:	1,945,755.00	1,964,755.00	93.52	1,065,663.33	-899,091.67	54.24%
Expense						
Department: 522000 - Fire Department						
115-522000-500151 Fire Dept Pension	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
115-522000-500315 Professional Services	69,500.00	69,500.00	29,909.00	56,934.60	12,565.40	81.92 %
115-522000-500320 Audit Expense	8,400.00	8,400.00	0.00	8,200.00	200.00	97.62 %
115-522000-500345 Contractual Services	919,855.00	919,855.00	0.00	843,200.38	76,654.62	91.67 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
115-522000-500520	Bldg. Maintenance	2,000.00	2,000.00	0.00	1,028.08	971.92	51.40 %
115-522000-500644	Capital Outlay-vehicles	918,000.00	937,000.00	0.00	18,603.08	918,396.92	1.99 %
115-522000-500912	Transfer To General Fund	22,000.00	22,000.00	0.00	16,500.00	5,500.00	75.00 %
Department: 522000 - Fire Department Total:		1,945,755.00	1,964,755.00	29,909.00	944,466.14	1,020,288.86	48.07%
Expense Total:		1,945,755.00	1,964,755.00	29,909.00	944,466.14	1,020,288.86	48.07%
Fund: 115 - Fire Fund Surplus (Deficit):		0.00	0.00	-29,815.48	121,197.19	121,197.19	0.00%
Fund: 300 - Capital Project Fund							
Revenue							
Department: 000000 - NonDesignated							
300-000000-380200	Appropriated Fund Balance	406,337.00	2,887,281.00	0.00	0.00	-2,887,281.00	0.00 %
300-000000-380204	Appropriated From El Mar Reser	677,566.00	677,566.00	0.00	0.00	-677,566.00	0.00 %
300-000000-380211	Appropriated El Mar Res.fdg Fi	1,650,000.00	1,650,000.00	0.00	0.00	-1,650,000.00	0.00 %
Department: 000000 - NonDesignated Total:		2,733,903.00	5,214,847.00	0.00	0.00	-5,214,847.00	0.00%
Department: 303000 - Intergovernmental Revenues							
300-303000-334931	American Rescue Plan Act Grant	1,668,844.00	1,668,844.00	0.00	3,337,689.00	1,668,845.00	200.00 %
Department: 303000 - Intergovernmental Revenues Total:		1,668,844.00	1,668,844.00	0.00	3,337,689.00	1,668,845.00	200.00%
Department: 306000 - Miscellaneous Revenues							
300-306000-361100	Interest Earnings	600.00	600.00	65.44	551.81	-48.19	91.97 %
300-306000-361104	Palm Club Sewer Funding	0.00	0.00	0.00	300,000.00	300,000.00	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		600.00	600.00	65.44	300,551.81	299,951.81	50,091.97%
Department: 581100 - Interfund Transfers							
300-581100-381105	Transfer From General Fund	540,662.00	540,662.00	0.00	405,496.50	-135,165.50	75.00 %
300-581100-381106	Transfer From Parking Fund	1,109,300.00	1,109,300.00	0.00	831,975.00	-277,325.00	75.00 %
Department: 581100 - Interfund Transfers Total:		1,649,962.00	1,649,962.00	0.00	1,237,471.50	-412,490.50	75.00%
Revenue Total:		6,053,309.00	8,534,253.00	65.44	4,875,712.31	-3,658,540.69	57.13%
Expense							
Department: 519000 - General							
300-519000-500120	Regular Salaries	24,591.00	24,591.00	2,345.15	25,204.85	-613.85	102.50 %
300-519000-500210	Employer Fica Taxes	1,882.00	1,882.00	179.48	1,928.42	-46.42	102.47 %
300-519000-500220	Retirement	7,134.00	7,134.00	710.65	8,096.01	-962.01	113.48 %
300-519000-500230	Group Insurance	6,136.00	6,136.00	284.29	4,061.01	2,074.99	66.18 %
300-519000-500640	Capital Outlay - Equipt & Mach	125,000.00	125,000.00	8,872.50	76,760.15	48,239.85	61.41 %
Department: 519000 - General Total:		164,743.00	164,743.00	12,392.07	116,050.44	48,692.56	70.44%
Department: 519155 - A1A Hibiscus Crosswalk							
300-519155-500630	Cap Outlay Imp Other Than Bldg	0.00	45,000.00	0.00	54,902.93	-9,902.93	122.01 %
Department: 519155 - A1A Hibiscus Crosswalk Total:		0.00	45,000.00	0.00	54,902.93	-9,902.93	122.01%
Department: 519162 - Town Hall Complex							
300-519162-500624	Capital Outlay-bldg. Improvemnt	251,000.00	321,755.00	115,651.36	144,564.20	177,190.80	44.93 %
Department: 519162 - Town Hall Complex Total:		251,000.00	321,755.00	115,651.36	144,564.20	177,190.80	44.93%
Department: 545100 - Downtown Parking Reconfiguration							
300-545100-500630	Cap Outlay Imp Other Than Bldg	350,000.00	350,000.00	0.00	38,987.65	311,012.35	11.14 %
Department: 545100 - Downtown Parking Reconfiguration Total:		350,000.00	350,000.00	0.00	38,987.65	311,012.35	11.14%
Department: 559025 - Bel Air - Sewall Repair - East							
300-559025-500630	Cap Outlay Imp Other Than Bldg	0.00	220,297.00	2,475.91	7,227.41	213,069.59	3.28 %
Department: 559025 - Bel Air - Sewall Repair - East Total:		0.00	220,297.00	2,475.91	7,227.41	213,069.59	3.28%
Department: 559026 - Canal Dredging							
300-559026-500630	Cap Outlay Imp Other Than Bldg	70,000.00	109,954.00	1,148.18	29,757.71	80,196.29	27.06 %
Department: 559026 - Canal Dredging Total:		70,000.00	109,954.00	1,148.18	29,757.71	80,196.29	27.06%
Department: 559027 - Storm Water Rate Study							
300-559027-500630	Cap Outlay Imp Other Than Bldg	40,000.00	40,000.00	0.00	19,642.32	20,357.68	49.11 %
Department: 559027 - Storm Water Rate Study Total:		40,000.00	40,000.00	0.00	19,642.32	20,357.68	49.11%

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 559028 - East Tradewinds Improvement						
300-559028-500630 Cap Outlay Imp Other Than Bldg	50,000.00	50,000.00	0.00	3,404.00	46,596.00	6.81 %
Department: 559028 - East Tradewinds Improvement Total:	50,000.00	50,000.00	0.00	3,404.00	46,596.00	6.81%
Department: 572200 - Beach Renourishment						
300-572200-500630 Cap Outlay Imp Other Than Bldg	0.00	54,518.00	0.00	50,352.87	4,165.13	92.36 %
Department: 572200 - Beach Renourishment Total:	0.00	54,518.00	0.00	50,352.87	4,165.13	92.36%
Department: 575201 - Pedestrian Amenities						
300-575201-500630 Cap Outlay Imp Other Than Bldg	150,000.00	150,000.00	612.16	2,646.51	147,353.49	1.76 %
Department: 575201 - Pedestrian Amenities Total:	150,000.00	150,000.00	612.16	2,646.51	147,353.49	1.76%
Department: 576129 - Palm Club Sewer						
300-576129-500630 Cap Outlay Imp Other Than Bldg	1,450,000.00	3,156,061.00	24,705.10	2,305,594.77	850,466.23	73.05 %
Department: 576129 - Palm Club Sewer Total:	1,450,000.00	3,156,061.00	24,705.10	2,305,594.77	850,466.23	73.05%
Department: 576135 - Street Project Codrington Drive						
300-576135-500629 Capital Outlay - Design/permit	0.00	0.00	2,262.80	54,165.91	-54,165.91	0.00 %
300-576135-500630 Cap Outlay Imp Other Than Bldg	1,150,000.00	1,254,359.00	0.00	9,782.22	1,244,576.78	0.78 %
Department: 576135 - Street Project Codrington Drive Total:	1,150,000.00	1,254,359.00	2,262.80	63,948.13	1,190,410.87	5.10%
Department: 576136 - Street Proj.Bougain.Poinciana						
300-576136-500630 Cap Outlay Imp Other Than Bldg	0.00	240,000.00	0.00	0.00	240,000.00	0.00 %
Department: 576136 - Street Proj.Bougain.Poinciana Total:	0.00	240,000.00	0.00	0.00	240,000.00	0.00%
Department: 577101 - Dog Park Pilot						
300-577101-500630 Cap Outlay Imp Other Than Bldg	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Department: 577101 - Dog Park Pilot Total:	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00%
Department: 579169 - Greenway-El Mar Drive						
300-579169-500630 Cap Outlay Imp Other Than Bldg	2,327,566.00	2,327,566.00	0.00	0.00	2,327,566.00	0.00 %
Department: 579169 - Greenway-El Mar Drive Total:	2,327,566.00	2,327,566.00	0.00	0.00	2,327,566.00	0.00%
Expense Total:	6,053,309.00	8,534,253.00	159,247.58	2,837,078.94	5,697,174.06	33.24%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-159,182.14	2,038,633.37	2,038,633.37	0.00%
Fund: 310 - Parking Fund						
Revenue						
Department: 302000 - Licenses & Permits						
310-302000-313101 Pilop Fee	18,300.00	18,300.00	0.00	101,250.00	82,950.00	553.28 %
Department: 302000 - Licenses & Permits Total:	18,300.00	18,300.00	0.00	101,250.00	82,950.00	553.28%
Department: 304000 - Charges for Services						
310-304000-344500 Parking Permits	130,000.00	130,000.00	4,484.00	118,323.92	-11,676.08	91.02 %
310-304000-344520 Parking Agreements	65,331.00	65,331.00	0.00	78,913.00	13,582.00	120.79 %
310-304000-344551 South Ocean	185,000.00	185,000.00	22,585.01	252,635.06	67,635.06	136.56 %
310-304000-344552 Ocean Front Meters	290,000.00	290,000.00	45,997.15	394,524.02	104,524.02	136.04 %
310-304000-344553 Commercial Blvd. Meters	60,000.00	60,000.00	7,116.08	78,416.89	18,416.89	130.69 %
310-304000-344554 Parking Meters - Beach	200,000.00	200,000.00	23,608.82	205,584.05	5,584.05	102.79 %
310-304000-344555 Palm Portal- Fdg	70,252.00	70,252.00	12,960.86	113,581.73	43,329.73	161.68 %
310-304000-344556 El Prado Parking Lot	400,000.00	400,000.00	53,689.69	559,458.38	159,458.38	139.86 %
310-304000-344558 Town Hall Parking Lot	25,000.00	25,000.00	1,457.64	31,657.35	6,657.35	126.63 %
310-304000-344559 El Mar Parking Lot	200,000.00	200,000.00	28,555.83	265,213.15	65,213.15	132.61 %
310-304000-344560 A1A Parking Lot	400,000.00	400,000.00	56,945.96	596,387.18	196,387.18	149.10 %
310-304000-344563 Bougainvilla/ Poinciana	125,000.00	125,000.00	15,614.67	186,364.76	61,364.76	149.09 %
Department: 304000 - Charges for Services Total:	2,150,583.00	2,150,583.00	273,015.71	2,881,059.49	730,476.49	133.97%
Department: 305000 - Fines & Forfeitures						
310-305000-354100 Parking Fines	125,000.00	125,000.00	2,599.07	66,613.39	-58,386.61	53.29 %
Department: 305000 - Fines & Forfeitures Total:	125,000.00	125,000.00	2,599.07	66,613.39	-58,386.61	53.29%
Department: 306000 - Miscellaneous Revenues						
310-306000-361100 Interest Earnings	1,000.00	1,000.00	109.01	996.90	-3.10	99.69 %
Department: 306000 - Miscellaneous Revenues Total:	1,000.00	1,000.00	109.01	996.90	-3.10	99.69%
Revenue Total:	2,294,883.00	2,294,883.00	275,723.79	3,049,919.78	755,036.78	132.90%

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense							
Department: 545000 - Parking Operations							
310-545000-500120	Regular Salaries	190,793.00	190,793.00	21,380.33	177,997.81	12,795.19	93.29 %
310-545000-500140	Overtime Salaries	3,300.00	3,300.00	0.00	2,580.72	719.28	78.20 %
310-545000-500210	Employer Fica Taxes	14,848.00	14,848.00	1,377.37	11,168.54	3,679.46	75.22 %
310-545000-500220	Retirement	32,048.00	32,048.00	3,362.61	23,813.92	8,234.08	74.31 %
310-545000-500230	Group Insurance	68,531.00	68,531.00	2,618.86	31,072.86	37,458.14	45.34 %
310-545000-500345	Contractual Services	350,818.00	350,818.00	46,600.96	363,541.22	-12,723.22	103.63 %
310-545000-500353	Parking Alternatives	294,000.00	294,000.00	48,562.48	252,670.84	41,329.16	85.94 %
310-545000-500410	Communications	2,400.00	2,400.00	139.63	1,235.55	1,164.45	51.48 %
310-545000-500430	Electric Service	5,280.00	5,280.00	491.92	5,452.09	-172.09	103.26 %
310-545000-500431	Water Service	23,004.00	23,004.00	2,011.59	16,325.94	6,678.06	70.97 %
310-545000-500445	Equip Rent/lease	0.00	0.00	798.36	8,781.96	-8,781.96	0.00 %
310-545000-500461	Vehicle Maintenance	5,000.00	5,000.00	0.00	763.43	4,236.57	15.27 %
310-545000-500462	Fuel	10,000.00	10,000.00	0.00	6,046.53	3,953.47	60.47 %
310-545000-500463	Service Maintenance Contracts	30,200.00	30,200.00	3,960.00	26,730.00	3,470.00	88.51 %
310-545000-500497	Contingency	10,000.00	7,310.00	0.00	0.00	7,310.00	0.00 %
310-545000-500506	Printing & Binding	7,900.00	7,900.00	3,160.72	7,587.16	312.84	96.04 %
310-545000-500508	Postage	2,000.00	2,000.00	26.15	1,257.12	742.88	62.86 %
310-545000-500510	Office Supplies	1,000.00	1,000.00	0.00	148.64	851.36	14.86 %
310-545000-500525	Uniform Expense	3,000.00	3,000.00	616.90	2,023.96	976.04	67.47 %
310-545000-500532	Signs	10,000.00	10,000.00	877.50	9,845.58	154.42	98.46 %
310-545000-500533	Parking Meter Parts-supplies	30,750.00	30,750.00	7,439.54	10,621.45	20,128.55	34.54 %
310-545000-500545	Training	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500550	Operating Expenses	26,610.00	26,610.00	1,214.83	26,210.63	399.37	98.50 %
310-545000-500629	Capital Outlay - Design/permit	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500630	Cap Outlay Imp Other Than Bldg	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500640	Capital Outlay - Equipt & Mach	0.00	46,790.00	0.00	44,077.99	2,712.01	94.20 %
310-545000-500644	Capital Outlay-vehicles	58,101.00	14,001.00	0.00	2,160.00	11,841.00	15.43 %
Department: 545000 - Parking Operations Total:		1,185,583.00	1,185,583.00	144,639.75	1,032,113.94	153,469.06	87.06%
Department: 581100 - Interfund Transfers							
310-581100-500910	Transfer To CIP Fund	1,109,300.00	1,109,300.00	0.00	831,975.00	277,325.00	75.00 %
Department: 581100 - Interfund Transfers Total:		1,109,300.00	1,109,300.00	0.00	831,975.00	277,325.00	75.00%
Expense Total:		2,294,883.00	2,294,883.00	144,639.75	1,864,088.94	430,794.06	81.23%
Fund: 310 - Parking Fund Surplus (Deficit):		0.00	0.00	131,084.04	1,185,830.84	1,185,830.84	0.00%
Report Surplus (Deficit):		0.00	0.00	-836,899.16	4,891,101.76	4,891,101.76	0.00%

Group Summary

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
Revenue						
000000 - NonDesignated	1,688,752.00	1,688,752.00	0.00	0.00	-1,688,752.00	0.00%
301000 - Ad Valorem Property Taxes	8,996,323.00	8,996,323.00	3,314.65	9,112,035.89	115,712.89	101.29%
301100 - Utility Taxes	1,083,100.00	1,083,100.00	103,898.39	931,459.05	-151,640.95	86.00%
301600 - Franchise Taxes	800,200.00	800,200.00	82,792.83	680,379.59	-119,820.41	85.03%
302000 - Licenses & Permits	129,500.00	129,500.00	3,637.10	177,241.60	47,741.60	136.87%
303000 - Intergovernmental Revenues	1,262,595.00	1,262,595.00	187,370.02	1,126,195.21	-136,399.79	89.20%
304000 - Charges for Services	7,650.00	7,650.00	490.00	13,480.00	5,830.00	176.21%
305000 - Fines & Forfeitures	60,000.00	60,000.00	5,585.50	34,656.89	-25,343.11	57.76%
306000 - Miscellaneous Revenues	237,683.00	237,683.00	9,448.90	189,978.89	-47,704.11	79.93%
581100 - Interfund Transfers	22,000.00	22,000.00	0.00	16,500.00	-5,500.00	75.00%
Revenue Total:	14,287,803.00	14,287,803.00	396,537.39	12,281,927.12	-2,005,875.88	85.96%
Expense						
511000 - Commission	233,275.00	233,275.00	17,014.10	161,438.65	71,836.35	69.21%
511100 - Donation-Non Profits	63,259.00	63,259.00	0.00	50,259.00	13,000.00	79.45%
511200 - Visitor Center	104,441.00	104,441.00	9,229.13	44,506.21	59,934.79	42.61%
513000 - Administration	1,131,230.00	1,131,230.00	109,965.28	872,974.12	258,255.88	77.17%
514000 - Town Attorney	426,000.00	426,000.00	41,543.70	280,679.09	145,320.91	65.89%
519000 - General	936,635.00	936,635.00	96,629.94	709,365.13	227,269.87	75.74%
519100 - Tourism and Community Outreach	171,413.00	171,413.00	2,925.29	49,542.51	121,870.49	28.90%
521000 - Police Department	5,472,607.00	5,472,607.00	467,304.16	4,998,821.72	473,785.28	91.34%
523000 - Emergency Medical Services	873,699.00	873,699.00	72,808.25	873,699.00	0.00	100.00%
524000 - Development Services	854,111.00	854,111.00	65,283.26	611,793.25	242,317.75	71.63%
541100 - Mun Srvsc - Public Works Div	2,761,087.00	2,761,087.00	277,067.79	2,242,454.07	518,632.93	81.22%
572000 - Recreation	719,384.00	719,384.00	54,531.47	509,881.15	209,502.85	70.88%
581100 - Interfund Transfers	540,662.00	540,662.00	0.00	405,496.50	135,165.50	75.00%
Expense Total:	14,287,803.00	14,287,803.00	1,214,302.37	11,810,910.40	2,476,892.60	82.66%
Fund: 001 - General Fund Surplus (Deficit):	0.00	0.00	-817,764.98	471,016.72	471,016.72	0.00%
Fund: 101 - Special Revenue-Police Conf						
Revenue						
306000 - Miscellaneous Revenues	0.00	0.00	0.00	1,070.31	1,070.31	0.00%
Revenue Total:	0.00	0.00	0.00	1,070.31	1,070.31	0.00%
Fund: 101 - Special Revenue-Police Conf Total:	0.00	0.00	0.00	1,070.31	1,070.31	0.00%
Fund: 102 - Building Fund						
Revenue						
000000 - NonDesignated	50,000.00	105,998.00	0.00	0.00	-105,998.00	0.00%
302100 - Building Permit and Inpection	824,683.00	824,683.00	166,473.47	1,828,083.84	1,003,400.84	221.67%
Revenue Total:	874,683.00	930,681.00	166,473.47	1,828,083.84	897,402.84	196.42%
Expense						
524100 - Building	874,683.00	930,681.00	6,827.09	979,080.66	-48,399.66	105.20%
Expense Total:	874,683.00	930,681.00	6,827.09	979,080.66	-48,399.66	105.20%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	159,646.38	849,003.18	849,003.18	0.00%
Fund: 103 - Sewer Fund						
Revenue						
000000 - NonDesignated	200,281.00	200,281.00	0.00	0.00	-200,281.00	0.00%
304000 - Charges for Services	1,193,155.00	1,193,155.00	0.00	1,095,528.33	-97,626.67	91.82%
306000 - Miscellaneous Revenues	1,500.00	1,500.00	20.08	188.47	-1,311.53	12.56%
Revenue Total:	1,394,936.00	1,394,936.00	20.08	1,095,716.80	-299,219.20	78.55%
Expense						
535000 - Sanitary Sewers	1,394,936.00	1,394,936.00	120,887.06	871,366.65	523,569.35	62.47%
Expense Total:	1,394,936.00	1,394,936.00	120,887.06	871,366.65	523,569.35	62.47%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	-120,866.98	224,350.15	224,350.15	0.00%

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 115 - Fire Fund						
Revenue						
000000 - NonDesignated	898,507.00	917,507.00	0.00	0.00	-917,507.00	0.00%
301050 - Fire Assessment	1,012,348.00	1,012,348.00	75.00	1,029,788.03	17,440.03	101.72%
304000 - Charges for Services	33,900.00	33,900.00	0.00	35,656.74	1,756.74	105.18%
306000 - Miscellaneous Revenues	1,000.00	1,000.00	18.52	218.56	-781.44	21.86%
Revenue Total:	1,945,755.00	1,964,755.00	93.52	1,065,663.33	-899,091.67	54.24%
Expense						
522000 - Fire Department	1,945,755.00	1,964,755.00	29,909.00	944,466.14	1,020,288.86	48.07%
Expense Total:	1,945,755.00	1,964,755.00	29,909.00	944,466.14	1,020,288.86	48.07%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	-29,815.48	121,197.19	121,197.19	0.00%
Fund: 300 - Capital Project Fund						
Revenue						
000000 - NonDesignated	2,733,903.00	5,214,847.00	0.00	0.00	-5,214,847.00	0.00%
303000 - Intergovernmental Revenues	1,668,844.00	1,668,844.00	0.00	3,337,689.00	1,668,845.00	200.00%
306000 - Miscellaneous Revenues	600.00	600.00	65.44	300,551.81	299,951.81	50,091.97%
581100 - Interfund Transfers	1,649,962.00	1,649,962.00	0.00	1,237,471.50	-412,490.50	75.00%
Revenue Total:	6,053,309.00	8,534,253.00	65.44	4,875,712.31	-3,658,540.69	57.13%
Expense						
519000 - General	164,743.00	164,743.00	12,392.07	116,050.44	48,692.56	70.44%
519155 - A1A Hibiscus Crosswalk	0.00	45,000.00	0.00	54,902.93	-9,902.93	122.01%
519162 - Town Hall Complex	251,000.00	321,755.00	115,651.36	144,564.20	177,190.80	44.93%
545100 - Downtown Parking Reconfiguration	350,000.00	350,000.00	0.00	38,987.65	311,012.35	11.14%
559025 - Bel Air - Sewall Repair - East	0.00	220,297.00	2,475.91	7,227.41	213,069.59	3.28%
559026 - Canal Dredging	70,000.00	109,954.00	1,148.18	29,757.71	80,196.29	27.06%
559027 - Storm Water Rate Study	40,000.00	40,000.00	0.00	19,642.32	20,357.68	49.11%
559028 - East Tradewinds Improvement	50,000.00	50,000.00	0.00	3,404.00	46,596.00	6.81%
572200 - Beach Renourishment	0.00	54,518.00	0.00	50,352.87	4,165.13	92.36%
575201 - Pedestrian Amenities	150,000.00	150,000.00	612.16	2,646.51	147,353.49	1.76%
576129 - Palm Club Sewer	1,450,000.00	3,156,061.00	24,705.10	2,305,594.77	850,466.23	73.05%
576135 - Street Project Codrington Drive	1,150,000.00	1,254,359.00	2,262.80	63,948.13	1,190,410.87	5.10%
576136 - Street Proj.Bougain.Poinciana	0.00	240,000.00	0.00	0.00	240,000.00	0.00%
577101 - Dog Park Pilot	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00%
579169 - Greenway-El Mar Drive	2,327,566.00	2,327,566.00	0.00	0.00	2,327,566.00	0.00%
Expense Total:	6,053,309.00	8,534,253.00	159,247.58	2,837,078.94	5,697,174.06	33.24%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-159,182.14	2,038,633.37	2,038,633.37	0.00%
Fund: 310 - Parking Fund						
Revenue						
302000 - Licenses & Permits	18,300.00	18,300.00	0.00	101,250.00	82,950.00	553.28%
304000 - Charges for Services	2,150,583.00	2,150,583.00	273,015.71	2,881,059.49	730,476.49	133.97%
305000 - Fines & Forfeitures	125,000.00	125,000.00	2,599.07	66,613.39	-58,386.61	53.29%
306000 - Miscellaneous Revenues	1,000.00	1,000.00	109.01	996.90	-3.10	99.69%
Revenue Total:	2,294,883.00	2,294,883.00	275,723.79	3,049,919.78	755,036.78	132.90%
Expense						
545000 - Parking Operations	1,185,583.00	1,185,583.00	144,639.75	1,032,113.94	153,469.06	87.06%
581100 - Interfund Transfers	1,109,300.00	1,109,300.00	0.00	831,975.00	277,325.00	75.00%
Expense Total:	2,294,883.00	2,294,883.00	144,639.75	1,864,088.94	430,794.06	81.23%
Fund: 310 - Parking Fund Surplus (Deficit):	0.00	0.00	131,084.04	1,185,830.84	1,185,830.84	0.00%
Report Surplus (Deficit):	0.00	0.00	-836,899.16	4,891,101.76	4,891,101.76	0.00%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - General Fund	0.00	0.00	-817,764.98	471,016.72	471,016.72
101 - Special Revenue-Police Conf	0.00	0.00	0.00	1,070.31	1,070.31
102 - Building Fund	0.00	0.00	159,646.38	849,003.18	849,003.18
103 - Sewer Fund	0.00	0.00	-120,866.98	224,350.15	224,350.15
115 - Fire Fund	0.00	0.00	-29,815.48	121,197.19	121,197.19
300 - Capital Project Fund	0.00	0.00	-159,182.14	2,038,633.37	2,038,633.37
310 - Parking Fund	0.00	0.00	131,084.04	1,185,830.84	1,185,830.84
Report Surplus (Deficit):	0.00	0.00	-836,899.16	4,891,101.76	4,891,101.76

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of August 31,
2022

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 8/31/2022	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
SunTrust	101.000	8015	Master Account	Advantage NOW	SunTrust	6,766,395.37	0.02%	52.36	965.82
SunTrust	101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	0.02%	Included Above	Included Above
GENERAL FUND						9,266,395.37		52.36	965.82
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	175,118.33	1.80%	267.32	769.24
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	84,960.93	1.80%	129.69	373.23
GENERAL FUND						260,079.26		397.01	1,142.47
GENERAL FUND						9,526,474.63		449.37	2,108.29
101 Police Forfeiture & Training									
SunTrust	101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	15,439.74	0.02%	Included Above	Included Above
POLICE FUND						15,439.74		0.00	0.00
103 Sewer Enterprise Fund									
SunTrust	101.105	9999	Cash	Advantage NOW	SunTrust	1,827,273.23	0.02%	20.08	150.68
SEWER FUND						1,827,273.23		20.08	150.68
115 Fire Fund:									
SunTrust	101.109	5379	Fire Fund Account	Advantage NOW		1,755,065.11	0.02%	18.52	173.36
FIRE FUND						1,755,065.11		18.52	173.36
300 Capital Improvement Fund:									
SunTrust	101.115	0010	Cash	Advantage NOW	SunTrust	5,698,814.44	0.02%	65.44	440.07
CAPITAL IMPROVEMENT FUND						5,698,814.44		65.44	440.07
310 Parking Improvement Fund									
SunTrust	101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	8,216,965.51	0.02%	109.01	787.18
SunTrust	101.128	8554	PILOP Account	Advantage NOW	SunTrust	148,871.00	0.02%	1.52	10.83
PARKING FUND						8,365,836.51		110.53	798.01
102 Building Fund									
SunTrust	101.104	8686	Building Account	Advantage NOW	SunTrust	1,134,149.56	0.02%	10.54	40.82
BUILDING FUND						1,134,149.56		10.54	40.82
ALL FUNDS						28,323,053.22		674.48	3,711.23

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of August 31,
2022

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		28,062,973.96	99%
Non-interest Bearing Checking		0.00	0%
SBA Trust Fund/Pools		260,079.26	1%
Repurchase Agreements		0.00	0%
Money Market Funds		0.00	0%
U.S. Securities/Treasuries		0.00	0%
U.S. Federal Agencies		0.00	0%
Federal Instrumentalities		0.00	0%
GRAND TOTAL		28,323,053.22	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	9,526,474.63	34%
	Police Fund	15,439.74	0%
	Sewer Fund	1,827,273.23	6%
	Fire Fund	1,755,065.11	6%
	Building Fund	1,134,149.56	4%
	Capital Improvement Fund	5,698,814.44	20%
	Parking Fund	8,365,836.51	30%
GRAND TOTAL		28,323,053.22	100%

Summary by Bank/Pool		Amount	Percent
	SunTrust	28,062,973.96	99%
	Florida Prime/State Board of Admin.	260,079.26	1%
GRAND TOTAL		28,323,053.22	100%



Town Commission Agenda Item Report

Meeting Date: November 9, 2022

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Minutes

Agenda Section: Approval of Minutes

Subject Title: Approval of Minutes

Explanation: Approval of Town Commission Meeting Minutes for the following:

- June 28, 2022 Commission Ethics Training
- October 6, 2022 Regular Town Commission Meeting
- October 11, 2022 Commission Ethics Training
- October 11, 2022 Regular Town Commission Meeting

Recommendation: Accept / Approve

Attachments: Ex.1 6-28-22 Ethics Training Minutes

Ex. 2 10-6-22 Regular Town Commission Meeting Minutes

Ex. 3 10-11-22 Ethics Training Minutes

Ex. 4 10-11-22 Regular Town Commission Meeting Minutes



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION ETHICS TRAINING
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, June 28, 2022
4:00 PM**

1. Attendees

Mayor Chris Vincent, Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Randy Strauss, Commissioner Pouloupoulos.

2. Presenters

Town Attorney Robert Myers and Town Attorney Susan Trevarthen

3. Presentation

Review of State and Local Ethics Laws: Town of Lauderdale-By-The-Sea

4. Duration: 2 hours

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Thursday, October 6, 2022
6:30 PM**

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 6:30 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos, Commissioner Randy Strauss, Town Manager Linda Connors, Acting Town Attorney James White, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Director of Budget and Finance Lucila Lang, Development Services Director Jhanelle Campbell, Special Events and Marketing Manager Debbie Hime, Special Events and Marketing Coordinator Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

All present observed a moment of silence.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

It was determined that quasi-judicial Items 18.a and 18.b would be heard immediately following New Business.

5. PRESENTATIONS

a. Representative Chip LaMarca

Mayor Vincent noted that State Representative Chip LaMarca was unable to attend tonight’s meeting. Town Manager Linda Connors advised that Representative LaMarca will reschedule his presentation to a later date.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, explained that she would not be able to attend the October 11, 2022 meeting, at which the Commission plans to discuss use of the Ocean Plaza by the Aruba Beach Café. She emphasized the importance of this business to the Town, stating that its outdoor dining should be part of the Town's post-COVID-19 plans.

With no other individuals wishing to speak at this time, Mayor Vincent closed public comment.

7. PUBLIC SAFETY DISCUSSION

a. AMR August 2022 Report

Commissioner Oldaker made a motion, seconded by Commissioner Strauss, to approve. Motion carried 5-0.

8. TOWN MANAGER REPORT

a. Town Manager Report for September 28, 2022

Town Manager Connors recalled that at a previous meeting, the Commission had requested that she follow up on how public comments are addressed. During the height of the COVID-19 pandemic, comments were accepted via email and read from the dais, as some residents were not comfortable congregating at meetings. This was intended to be a temporary procedure.

Staff continues to accept public comments via email and can add them to the Public Comment portion of the Agenda if they are received prior to the posting of the Agenda. If they are received later, the comments can be printed and provided to the Commissioners on the dais.

Town Manager Connors continued that Public Works Staff had made hurricane preparations. The Town also has a new employee in the Parking Department. Registration for the 2023 Community Center is now open.

Vice Mayor Malkoon addressed public comment, recalling that after the last budget meeting, the Commission received correspondence both during and after the meeting. He suggested that the Commission consider returning to the policy in use during the height of the pandemic, pointing out that a deadline for the submission of public

comments before the Agenda is published could mean that the public is not aware of all the items on that Agenda. He requested that the Commission decide on a policy for public comments.

Town Manager Connors advised that the deadline for public comments was determined because the Agenda must be posted on the Friday prior to a meeting. Another issue is that comments have been emailed during the meeting itself, which meant they may not have been seen in time to be read during the meeting.

Town Manager Connors continued that Staff conducted a survey of Broward County municipalities to determine whether other towns and cities continued to read comments submitted via email. Of more than 20 municipalities that responded, only one continued to read emails. She also noted that it can be very problematic for the Town if a public comment is missed.

Vice Mayor Malkoon recommended that if the Town has a process for the submission of email comments, they should read these comments at the meeting rather than after the fact. He pointed out that a member of the public may have a suggestion regarding a particular item which could prove useful to the discussion of that item. He proposed that public comments be emailed to a specific address and read at meetings, or that no email comments be accepted or read.

Commissioner Strauss spoke in favor of returning to the Town's pre-pandemic policy, in which members of the public spoke in person at meetings. He agreed that there should be a deadline for the receipt of emailed comments, as it could be disruptive to receive comments during an ongoing meeting. He concluded that he did not feel emailed comments should be read at meetings.

Mayor Vincent commented that if an individual wishes to speak on a particular issue, he felt the individual should attend the meeting at which it will be discussed; if they cannot attend, comments can be emailed to the Mayor and Commissioners, who will take them into consideration during the discussion of the agenda item addressed. This would be more effective than sending comments to the Town.

Commissioner Oldaker agreed with Mayor Vincent and Commissioner Strauss, and suggested this could be adopted by the Town as well.

Commissioner Pouloupoulos also encouraged residents to attend Town meetings in person and advised that emails be sent to the Mayor and Commissioners if attendance

is not an option. He also felt the Town should resume its pre-pandemic policy regarding public comments.

Mayor Vincent recalled that every three months Broward County Vice Mayor Lamar Fisher is hosted by one of the coastal Broward cities to discuss activities at both the County and cities' levels. At the last such meeting, which was held in Wilton Manors, Mayor Vincent had asked why none of Lauderdale-By-The-Sea's proposed projects were chosen for Broward County transportation surtax funding. He requested an update from the Town Manager on this issue.

Town Manager Connors explained that at present, the Broward County City Managers' Association is working to address many communities' issues with surtax funding. They hope to ensure that in the future, applications not only include projects that expand roadway capacity, but also allow for projects such as crosswalks, sidewalk and lighting upgrades, and other pedestrian improvements. She pointed out that Broward Vice Mayor Fisher is supportive of these efforts, and hopes the program can be modified so smaller municipalities can take advantage of surtax opportunities.

b. Development Services Quarterly Report

The Commissioners accepted the report without discussion.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

None.

11. CONSENT AGENDA

a. Hardship Parking Permits

Commissioner Poulopoulos made a motion, seconded by Commissioner Oldaker, to approve. Motion carried 5-0.

12. OLD BUSINESS

None.

13. NEW BUSINESS

a. Award of Request for Proposal No. 22-08-01 for Farmers Market

At this time Mayor Vincent opened public comment.

John Larkin, resident, noted that the current provider has developed the Farmers Market into a special attraction over time. He hoped the Town would retain this provider.

Beatrice, representing JW Pastry, commented that the current Farmers Market has provided consistent quality over the years.

Melanie Larkin, resident, pointed out that money spent at the market goes back into the local economy, which would no longer be the case if a vendor from another county is selected.

Al, representing Al's Turtles, spoke in favor of retaining the current Farmers Market provider.

Sarah Larkin, resident, stated that visitors to Lauderdale-By-The-Sea from all over the world shop with the Farmers Market and its vendors.

Gary Kereff, founding member of Community Farmers Markets of South Florida, felt his company's response to the request for proposal (RFP) was clearly the better submittal. He noted that the company has provided nine years of service to Lauderdale-By-The-Sea.

Jerry Kugel, founding member of Community Farmers Markets of South Florida, noted that his company followed the instructions on the Town's RFP, but had a limited time in which to respond. He suggested the selection committee responsible for evaluating the RFP should have investigated the respondents further.

Giselle Tilokee, vendor at the Farmers Market, recalled that Community Farmers Markets of South Florida observed safety precautions during the COVID-19 pandemic. She emphasized the positive relationships between the Town's full- and part-time residents and the market's vendors.

Jeff Etnoye, vendor at the Farmers Market, asked if the Town is familiar with the other provider recommended through the RFP process, expressing concern with that provider's requirements and vendor fees.

Ray, resident, stated that he was in favor of retaining the current Farmers Market provider, and thanked them and the Town for providing a bocce court.

Shane Lamar, representing Community Farmers Markets of South Florida, emphasized the importance of the relationships between Lauderdale-By-The-Sea and the current provider and vendors.

Bob Harrington, resident, read a letter from resident Howard Goldberg, who was unable to attend tonight's meeting. Mr. Goldberg asked that the Commission consider the Town's history with the provider, and concluded that the Chamber of Commerce was not in favor of changing to a different provider.

Jonathan Grotsky, owner of JW Pastry and managing partner of Community Farmers Markets of South Florida, emphasized the ongoing relationships between the market's vendors and Town residents, as well as the provider's commitment to operating a well-organized, professional market.

_____, vendor at the Farmers Market, spoke in favor of retaining the current provider.

Nina, resident, emphasized the importance of supporting local businesses and artists, and requested that the Farmers Market be made more inclusive of small vendors in the future, irrespective of which provider is selected.

Corina Szeffler, manager of the El Mar Boutique Hotel, stated that visitors to the hotel no longer frequent the Town's Farmers Market, which she felt may be due to a lack of diversity among its vendors. She suggested that visitors to the market would like to see more vendors and activities, which could add value to the community.

Tony Morales, partner in Florida Fresh Markets, explained that this is the provider recommended by Staff to operate the Farmers Market. He advised that this is a small business based in Broward County which operates multiple markets across Florida, and emphasized the importance of working with local businesses and vendors. He hoped that local entities would apply to participate in the market.

Iris Casanova, founder of Florida Fresh Markets, advised that the provider hopes to bring in vendors who could add value to the Town's market.

With no other individuals wishing to speak on this Item, Mayor Vincent closed public comment.

Deputy Town Manager/Public Works Director Ken Rubach stated that in September 2021, the Commission had discussed ways in which the Farmers Market might be improved. They approved the extension of the existing agreement for another year, with the understanding that the Town would go out to RFP after that year. Once the RFP was released, the Town was guided by its purchasing policy, which offers the options of RFP, request for qualifications (RFQ), and "piggybacking" on contracts. The RFP process was chosen for the selection of a market provider. When responses to the RFP were received, a selection committee evaluated these responses on the criteria listed in the RFP and assigned points to these criteria.

Katie Anderson, Marketing and Events Coordinator, further explained that the original Farmers Market was selected without going through the RFP process, as it predated the Town's current purchasing manual. The contract was renewed a number of times without the competitive process outlined in that manual. In 2017, the Town approved a purchasing policy which included guidelines for RFPs and other competitive processes. When the Farmers Market contract was renewed in 2021, the Town identified the need to require the RFP process when it was time to renew the contract once again.

On August 25, 2022, RFP 22-08-01 was issued, requesting proposals for a Farmers Market. Two submissions met the September 7, 2022 deadline: one from Community Farmers Markets of South Florida, and one from Florida Fresh Markets. An evaluation committee including Staff members as well as one public professional was appointed to review these submissions. The Committee reviewed and evaluated the two proposals on the following criteria:

- Scope of work requirements
- Experience with other local governments
- Qualifications and experience of staff
- Financial stability
- History and past performance
- Proposed costs and fees

On Wednesday, September 14, 2022, a public meeting was held for the evaluation committee to discuss the proposers' submissions and present their rankings. The result

was a score of 206.5 for Community Farmers Markets of South Florida and 243.5 for Florida Fresh Markets. Staff recommends that the Commission authorize the Town Manager to proceed with negotiation of a contract with Florida Fresh Markets.

Mayor Vincent commented that the Town has a responsibility to follow the processes outlined in its purchasing manual, not only for the Farmers Market but for other business the Town may transact. He thanked all who had attended tonight's meeting to provide feedback.

Commissioner Pouloupoulos observed that the response submitted by Florida Fresh Markets was not notarized, which is a requirement of the response. Marketing and Events Coordinator Anderson advised that the Town reserves the right to reject an application with or without cause for any reason, as well as to waive any irregularities or informalities and/or solicit and re-advertise.

Commissioner Pouloupoulos characterized the response as a government contract which should be notarized and certified. He was in favor of using the RFP process to select a provider, and suggested that the Commission have greater involvement in this process in the future. He concluded that he did not feel an uncertified application should be accepted as an irregularity, and the contract should instead be awarded to Community Farmers Markets of South Florida. Mayor Vincent clarified that the Commission cannot act as part of the RFP process, as they are required to vote on the recommendations brought forward to them.

Commissioner Strauss requested additional information on the inclusiveness of the Farmers Market for local retailers. Ms. Szeffler, who had served on the evaluation committee, replied that local businesspeople have asked to be allowed to participate in the market on a periodic basis.

Mr. Kugel, representing Community Farmers Markets of South Florida, stated that the Chamber of Commerce may invite any local vendor to participate in the market. The previous year, the City sent out an email to local entities who wished to be involved in the market so they could be scheduled for participation; however, there were no respondents. Spaces remain available for local vendors.

Marketing and Events Coordinator Anderson added that the Town's contract with the current provider allowed one canopy site to promote a Town business, one canopy site for the purpose of selling Town-related merchandise, and space for one Town-based nonprofit organization. She confirmed that while the Town had emailed local businesses

to encourage interest in participating, there were no responses. She suggested that this space could be shared in the future.

Commissioner Strauss asked what procedure would be followed if a local vendor wished to participate in the market. Town Manager Connors stated that Marketing and Events Coordinator Anderson would serve as the point of contact for the Town and work closely with the selected contractor to stimulate more activity from local businesses.

Commissioner Oldaker spoke in favor of following the Town's required process for RFP selection. He asked if the Town had solicited any applicants for the Farmers Market. Marketing and Events Coordinator Anderson confirmed that they had not.

Vice Mayor Malkoon requested the Town Attorney's opinion on the section of the RFP process addressing irregularities. Acting Town Attorney James White replied that the RFP's general provisions state the Town reserves the right to reject proposals with or without cause for any reason, to waive irregularities or informalities, and solicit and/or re-advertise for other proposals. Incomplete or nonresponsive proposals may be rejected, and the Town reserves the right to reject any proposal for any reason, including failure to submit required documentation. All information required by the RFP must be supplied to constitute a proposal.

Acting Town Attorney White further clarified that this meant the Commission may make a judgment call on whether or not they wish to waive any aspect of a proposal, including irregularities or informalities.

Vice Mayor Malkoon stated that he felt Staff's recommendation regarding the RFP was a good one, although he recognized the importance of relationships formed over time. He explained that he would like to see a better or expanded market, and was in favor of including the local business community, and hoped to see some different vendors and options. He concluded that if the current contractor is selected, Staff can negotiate this as an addition to the contract.

Mayor Vincent addressed the notary requirement, asking if it was subject to the Town's ability to waive a requirement. Acting Town Attorney White replied that under the RFP process, each proposer must complete a certification form and submit it with the proposal. The form must be acknowledged before a notary public and sealed accordingly.

Mayor Vincent also asked why the Town would accept an RFP that did not include the notary requirement rather than asking that the application be re-submitted. He expressed concern that the document lacking the notary requirement was accepted for consideration.

Commissioner Pouloupoulos reiterated that the lack of notarization of a government application constitutes an irregularity or informality in that submission. Notarization is intended to ensure that the document is authentic and trustworthy. He asserted that he did not believe the Town could entertain an application that did not meet the notary requirement.

Commissioner Strauss stated that while he also felt notarization of the application was important, the Commission has the option of waiving an irregularity of this nature. He added that he regularly attends the current Farmers Market, and suggested that there should be more vendors at the event. He asked if more vendors can be accommodated, possibly using space at the center of El Prado Park.

It was clarified that the terms of the contractor's floor plan are negotiable, and the Town can consider a new or reconfigured layout that meets Code standards, including Fire Code and electrical capacity. This was one reason the Commission authorized Staff to proceed with the RFP process.

Mayor Vincent also asked if either respondent had submitted a new site plan for the market which had been reviewed by Staff or the evaluation committee. It was confirmed that no alternate site plan had been submitted thus far, and therefore had not been taken into consideration by the committee; however, either applicant may potentially change the site plan.

Mr. Kugel advised that the Farmers Market had previously been situated on a parking lot in order to prevent damage to the grass at El Prado Park. When they relocated back to the park at a later date, they were told the configuration could not include an inner circle due to the potential for damaging the grass.

Mr. Morales, representing Florida Fresh Markets, stated that he was responsible for the scrivener's error in uploading the application without notarization. He requested that the application be judged on its merits rather than on an item which the Commission has authority to waive. Mayor Vincent clarified that he deferred this issue to the Acting Town Attorney's opinion that the Town may waive an irregularity.

Daniel, partner of Florida Fresh Markets, provided the Commission with photos of the organization's markets in different communities.

Mayor Vincent asked how Florida Fresh Markets would add value to the Town's market. Ms. Casanova replied that the contractor has a database of over 1000 vendors, and emphasized the importance of providing activities as well as vendors.

Mayor Vincent also requested clarification of the size of the Town's market in comparison with other events provided by Florida Fresh Markets. Ms. Casanova characterized the Town's market as medium-sized.

Mr. Kugel stated that the current market's site plan had been drawn by a previous member of Town Staff in order to prevent damage to the grass at El Prado Park. He pointed out that parking for both vendors and customers can be an issue at the park site; for this reason, it is unlikely the market could attract customers from nearby municipalities. He concluded that it would be possible to bring in more vendors, including local entities, if that is the Town's desire.

Mr. Kugel asked if the City had attempted to solicit vendors for the market. Town Manager Connors replied that Staff had contacted other farmers' markets in the area to determine their interest, but had not directly solicited them to apply. Ms. Szeffler stated that members of the evaluation committee had visited other markets to determine if there were improvements that could be made to the Town's market. She strongly emphasized that the intent was to make Lauderdale-By-The-Sea a special place for its residents and business owners.

Commissioner Pouloupoulos commented that if the three members of the evaluation committee had visited other markets, the process by which the applicants were judged may have been less fair or impartial than intended. Ms. Szeffler explained that the purpose of visiting other markets as consumers was not to make a decision, but to see what else was available. She emphasized that it was the Commission's decision to go out for RFP.

Commissioner Pouloupoulos advised that this suggested that the evaluation committee already had a mindset, when the applications were being scored, that they wanted to see "something new," which he felt did not constitute objective scoring. Ms. Szeffler stated that the two applications were scored side by side according to the scoring criteria.

Stephen Nagy, resident, asked if it would be possible to accept the services of both vendors on an alternating basis and make a final decision after more time has passed.

The Commission took a brief recess at this time.

Commissioner Poulopoulos proposed that the suggestion to have both vendors schedule alternate dates could constitute a working compromise, and asked if this was a viable option. Mr. Morales stated that if the season were divided in either way, the vendors would be the parties to suffer from it. He emphasized the importance of a consistent market in which relationships can be built with the community. Ms. Casanova added that the two providers' management and aesthetic styles are likely to be quite different and noticeable to the public, which could result in confusion.

Commissioner Oldaker made a motion, seconded by Commissioner Poulopoulos, to maintain the Community Market.

Commissioner Oldaker clarified that his **motion** would not entertain a divided format between the two applicants.

It was further clarified that the term of service is a three-year period, with two one-year renewal options. Town Manager Connors also noted that there is no current contract with a vendor: Staff requests Commission direction regarding the vendor with which a contract will be negotiated.

Motion carried 4-1 (Mayor Vincent dissenting).

b. Special Event Application for Chanukah Festival Tuesday, December 20, 2022

Special Events and Marketing Manager Debbie Hime explained that this is the annual Chanukah event in Lauderdale-By-The-Sea. The event will use the same setup as in the past, with the exception of a new stage. The Commission is asked to waive the application fees, and is also asked to provide co-sponsorship funds. Staff recommends approval of the event and waiver of the application and Plaza use fees, but not co-sponsorship.

Commissioner Strauss commented that recent U.S. Supreme Court decisions would allow the Town to co-sponsor the festival, and advised that he is in favor of contributing some Town funds toward this inclusive annual event.

Commissioner Pouloupoulos agreed with the waiver of fees and the granting of permits, as well as with Commissioner Strauss's understanding of current case law; he cautioned, however, that co-sponsorship could lead to a slippery slope in the future, as support of one event could lead to more in the future. He recommended against co-sponsorship of the event.

Commissioner Oldaker made a motion, seconded by Commissioner Pouloupoulos, to approve the application but remove co-sponsorship.

Mayor Vincent pointed out that the Town is a co-sponsor of the Christmas-By-The-Sea event, which is also a religious event. He added that the Commission retains the right to decline Town sponsorship of any events brought forward in the future.

Acting Town Attorney White stated that recent Supreme Court cases follow a trend toward greater accommodation of religion. He advised that the Town could likely make a donation toward privately sponsored religious displays while remaining within the bounds of the U.S. Constitution, provided there is no indication that the Town is proselytizing, advancing, or disparaging any particular faith or belief. Should the Town co-sponsor the event, the co-sponsorship should include a disclaimer stating that they did not erect the display and does not endorse any particular religion. The Town would also need to consider co-sponsorship of other religious events in order to demonstrate neutrality.

Mayor Vincent asked if this language is also entertained with respect to the Town's Christmas-By-The-Sea event or Easter Sunday event. Acting Town Attorney White replied that it was his understanding that, based on case law, a Christmas event of a commercial non-religious nature does not invoke any issues that would be in conflict with the United States Constitution's establishment clause. He concluded that should the Town co-sponsor the proposed Chanukah event, the **motion** should include any necessary disclaimer language.

Commissioner Pouloupoulos asked if the Town's sponsorship of or donation to one religious event would require them to recognize and donate to any other religious events making similar requests. Acting Town Attorney White advised that once the door has been opened to this possibility, the Town must demonstrate neutrality and may not favor one religion over another. Commissioner Pouloupoulos stated that his concern was for the possible creation of a precedent, which could result in Town funds being requested for other religious events.

Commissioner Oldaker restated his motion as follows: **motion to approve, removing the co-sponsor portion of the request and waiving the fees of \$662.75, and inclusive of the conditions Staff has recommended.**

Motion carried 3-2 (Mayor Vincent and Commissioner Strauss dissenting).

The following Item was taken out of order on the Agenda.

18. QUASI JUDICIAL PUBLIC HEARINGS

Acting Town Attorney White explained the procedures for the hearing of quasi-judicial items, and the Commissioners disclosed any ex parte communications on the Item.

- a. Case Number 2022-SP-01: 4245 N. Ocean, LLC (“Applicant”) – Site Plan Approval Request for the development of a three-story 30-unit hotel (without kitchens).**

Development Services Director Jhanelle Campbell explained that the request in this case is for Site Plan approval for the development of a three-story, 30-unit hotel. The existing property at the address is known as the Dolphin Inn Hotel, which includes three one-story buildings and 21 units as well as a swimming pool. The Applicant plans to demolish the existing building and construct a new hotel without kitchens.

The property is located on a 0.61 acre parcel in the Town’s RM-25 zoning district. Two previous Site Plans for this property came before the Commission in 2003 and 2016 under previous owners. Both of these development orders have expired.

The proposal would improve the existing parking and remove a number of unsafe spaces. Development Services Director Campbell showed a rendering of the proposed Site Plan, pointing out that this plan has been modified in order to comply with parking requirements. As a result, a setback nonconformity on Datura Avenue would be preserved and improved.

Height in the RM-25 district is limited to 33 ft. above normal grade, with elevator shafts or stairways excluded from this requirement. The Town’s Charter further limits the height of rooftop structures, including parapet walls, to 4 ft. above the maximum allowed height. The building is proposed to be 29 ft. 10 in. in height, including the parapet wall. Its total height is 33 ft.

The existing Datura Avenue setback, per Town Code, is 15 ft. The existing building is at a distance of 7 ft., while the new building would be constructed at a distance of roughly 13 ft. This would improve the nonconformity but would not meet Code requirements; however, Town Code does allow for preservation of the nonconformity of the setback.

The Applicant proposes to meet parking requirements using a mixture of compact spaces, Americans with Disabilities Act (ADA) –compliant spaces, and four bicycle spaces. 30 spaces will be provided on the site. Two existing backout parking spaces will be removed if the project is approved.

Landscaping was reviewed as part of the Site Plan application. The site's total pervious area meets Code requirements. While the Applicant proposes to remove all trees on-site, landscaping will be restored to a level that meets the Town's requirements.

The proposed building would be taller than other buildings in the vicinity, most of which have one to two stories. The proposed 30-unit hotel would reflect an increase of nine units over the existing development. Architectural review of the site resulted in approval of the proposed architecture in April 2022.

Staff believes the Site Plan is consistent with Unified Land Development Regulations (ULDR) requirements. Staff reviewed the site's height, setbacks, parking requirements, potential impacts to adjacent properties, landscaping, drainage, fire safety, and a recycling/garbage plan. The Broward Sheriff's Office (BSO) conducted a Crime Prevention through Environmental Design review and approved the Site Plan as well.

On June 13, 2022, a citizen participation meeting was held, a summary of which is included in the Commission's backup materials. Notice was provided to all property owners within a 300 ft. radius of the property. This notice was also posted on the property and placed on the Town's website. Staff has received no comments for or against the project.

Staff recommends approval of the Application with the conditions listed in their report. The Town's Planning and Zoning Board also reviewed the Application in August 2022 and unanimously recommended approval.

Commissioner Oldaker asked if the Applicant is required to meet any milestones related to height during construction of the building. Development Services Director Campbell replied that inspections would take place throughout the process to identify any issues.

Only the elevator shaft would exceed the 30 ft. height limit, which is permissible under Town Code.

Commissioner Oldaker also requested additional information about garbage pickup and recycling on the site. Development Services Director Campbell stated that garbage pickup would occur on Bougainvilla Drive, next to the garbage receptacle area of the adjacent property. Staff, as well as Town provider WastePro, determined that this was the optimal location for pickup.

Mayor Vincent addressed the existing nonconformity on Datura Avenue, noting that when the existing structure is demolished, the Applicant will construct a reduced version of the legal nonconforming use.

The Applicant's representative provided a brief presentation on the Application, highlighting the following design features:

- Mid-century Modern architectural style
- Improvements to existing nonconformity
- Seamless integration of Site Plan design into the Town
- Elevate the quality of the Town's environment

Slides were shown of existing conditions at the intersection of A1A and Datura Avenue, of A1A from the south side of the subject property, and the intersection of Bougainvilla Drive and Datura Avenue. The nonconforming side setback along the northern property line is approximately 7 ft. 8 in. where Code requires a 15 ft. setback.

The Site Plan shows the Applicant has eliminated all parking along A1A, making this a more pedestrian-friendly corridor. The parking along Bougainvilla Drive will be placed outside the sidewalk, which would mean pedestrians do not have to walk behind cars. Parking near the intersection has been eliminated, and the nonconforming side yard setback along the northern property line will be improved to 13 ft. The property's dumpster will be relocated away from the intersection as well: it will be adjacent to the south property's dumpster enclosure, and will be visually screened by landscaping. It will be accessible for trash pickup services without obstruction and will not affect traffic circulation.

Once the project is complete, it will include a continuous 5 ft. sidewalk with landscaping on A1A. The Applicant believes the proposed project will elevate the quality of the Town's built environment.

Commissioner Oldaker requested clarification of what would happen to the wires crossing A1A from light poles in the area. He suggested that an improvement could be incorporated into the Applicant's plans. It was explained that the Applicant did not plan to change these wires, as their building will access Florida Power and Light (FPL) utilities on Bougainvillea Drive. Commissioner Oldaker suggested that Town Staff may be able to address this area in the future.

Mayor Vincent pointed out that under existing Code, electrical wiring must be placed underground when areas within the Town are redeveloped. This would mean no overhead lines would be permitted on the site. He recommended that this be revisited in the future to ensure undergrounding is part of the Site Plan.

Vice Mayor Malkoon recognized that the Site Plan addresses a number of issues, such as backout parking, while contributing to the Town's hospitality industry. He noted that the Applicant is not making variance requests or other changes that would exceed Code guidelines.

At this time Mayor Vincent opened public comment.

Kenny Casimiro, manager of a property near the subject site, advised that construction on the subject property would impact his business and its guests in the future. He expressed concern for the effects of noise, dust, and traffic on the business.

With no other individuals wishing to speak on the Item, Mayor Vincent closed public comment.

Vice Mayor Malkoon made a motion, seconded by Commissioner Oldaker, to approve, subject to the conditions that Staff has put forward. Motion carried 5-0.

- b. Case Number 2022-L2-AA-02: Pursuant to Section 30-128, "Administrative Adjustments," of the Town Code of Ordinances (the "Town Code"), the Applicant is requesting a Level 2 Administrative Adjustment to permit two (2) architectural features that encroach ten (10) inches into the required front setback and one (1) architectural feature that encroaches five (5) feet into the required rear setback for the property located at 4443 West Tradewinds Avenue (the "Property").**

At this time Mayor Vincent opened public comment.

Steve Nagy, resident, advised that he owns a property near the subject site. He stated that he did not agree with some aspects of the requested administrative adjustment, such as the proposed encroachment into the rear yard setback, while he remained neutral on other aspects. He did not feel there was a need for a 5 ft. "wing wall" at the back of the property, as there is an existing hedge along the property line. He also pointed out that there is an existing 6 ft. privacy wall between the properties at 4437 and 4445 West Tradewinds Avenue.

Mr. Nagy continued that the proposal for a 10 in. architectural feature on the front side of the property could be designed by moving the structure back 10 in. to accommodate the feature. This would eliminate the need for an administrative adjustment. He addressed the privacy wall extending to the waterway, pointing out that this feature also extends into the front yard setback.

With no other individuals wishing to speak on this Item, Mayor Vincent closed public comment.

Development Services Director Campbell stated that the request is for a Level II administrative adjustment to allow encroachments into the front and rear setbacks of the property. The Applicant proposes to demolish the existing dwelling on the site and construct a new single-family home. The request would allow for two architectural features which encroach 10 in. into the required front setback and one architectural feature that encroaches 5 ft. into the required rear setback.

The subject property is located in the RS-5 zoning district, where Code requires a front setback of no less than 25 ft. and no more than 35 ft. from the front lot line. Because it is a waterfront property, the rear setback is required to be 25 ft. from the lot line.

One of the proposed front architectural features measures 1 ft. 8 in. in width and encroaches 10 in. into the required front setback, while the other measures 9 ft. in width and also encroaches 10 in. into the required setback. The architectural feature proposed for the rear of the property measures 1 ft. in width and encroached 5 ft. into the required rear setback, but has been revised to encroach only 3 ft. in accordance with the Town Architect's recommendation.

Town Code permits Level II administrative adjustments of up to 30% or 5 ft., whichever is less. The Applicant's revised request for the rear wall is now 3 ft.

Staff evaluates several criteria for administrative adjustments, including:

- Does the adjustment result in an increase in density?
- Does the adjustment provide for a building height that exceeds Code?
- Does the adjustment allow a structure to encroach upon any easements?

The proposed adjustment meets these three criteria. A fourth criterion, however, asks if the adjustment furthers a number of conditions which are included in the Commission's backup materials. These conditions include a determination of whether or not the property supports Mid-century Modern architecture. The Town Architect believes the front setback encroachments are consistent with this design style, but the rear encroachment should be reduced from 5 ft. to 3 ft. This change has been made by the Applicant.

Another additional criterion is whether or not the administrative adjustment interferes with the convenient and enjoyable use of adjacent lands. Staff feels this criterion has also been met. The adjustment is compatible with the character of surrounding development, and the granting of the adjustment would not result in any adverse impacts. The adjustment is consistent with the Town's Comprehensive Plan.

Staff recommends that the Applicant's submission meets the criteria of the Town's ULDR. If approved, the adjustment would expire concurrently with the property's building permit.

The Planning and Zoning Board reviewed the Application at its August 22, 2022 meeting and recommended approval by a 3-2 vote, with the condition that the rear encroachment be reduced from 5 ft. to 3 ft.

Mayor Vincent observed that the proposed adjustment has been reviewed by the Planning and Zoning Board, Town Staff, and the Town Architect. He characterized the two easternmost encroachments as minor, and pointed out that the Town Architect's response found the extension of these walls to be important to the overall design of the property, with no consequential detrimental effect from a planning perspective.

Mayor Vincent continued that the southwest encroachment differs, as it is less protected by adjacent massing and has a greater setback encroachment which extended beyond what is generally considered to be an architectural embellishment. For this reason, it was recommended that the Applicant lessen this encroachment from 5 ft. to 3 ft., which was changed accordingly. He felt the Town Architect's explanation had been helpful in making a decision on this Item.

The Applicant in Case Number 2022-L2-AA-02 stated that a Mid-century Modern home will be built on the site, with small intrusions into the setbacks which would not affect the square footage of the structure.

Vice Mayor Malkoon made a motion, seconded by Commissioner Pouloupoulos, to approve with the conditions. Motion carried 5-0.

14. COMMISSIONER COMMENTS

Vice Mayor Malkoon advised that the Broward League of Cities met earlier in the day and discussed efforts to raise funds for the American Red Cross and other charitable organizations to assist Florida's West Coast, which was severely affected by the recent Hurricane Ian. He suggested that the Town collect funds to assist in cleanup and other efforts. The Broward League of Cities has compiled a resource website listing different ways in which the community may be of help.

Vice Mayor Malkoon added that the Broward League of Cities is also hosting a general meeting for its members, for which the Town will receive at least two tickets.

Mayor Vincent read a statement from the Mayor of Sanibel, Florida in reaction to Hurricane Ian, which had a devastating impact on that and other West Coast communities. He echoed the Vice Mayor's recommendation to help support these municipalities.

The following Items were taken out of order on the Agenda.

17. RESOLUTIONS – PUBLIC COMMENTS

- a. Resolution 2022-045 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A GUARANTEED MAXIMUM PRICE FROM MAN-CON, INCORPORATED FOR THE CODRINGTON DRIVE STORMWATER IMPROVEMENTS; AUTHORIZING THE TOWN MANAGER TO EXECUTE A WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

At this time Mayor Vincent opened public comment.

John Kellar, resident, stated that he had sent communications to the Commissioners in opposition to the proposed project. He pointed out that the project was not designed in accordance with the guidelines of the Florida Department of Transportation's (FDOT's) storm drainage manual. He recommended that the Commission review FDOT's calculation sheet for this type of drainage so they will know the proper pipe size for the project. He concluded that the project is too expensive and invasive for residents of Codrington Drive, most of whom do not want this project to proceed.

Mayor Vincent requested clarification of the number of residents on Codrington Drive. Mr. Kellar replied that there are 36 homes and five rental properties, as well as six absentee owners. He had provided the Commission with 14 letters of opposition to the project. He was not aware of the opinions of the remaining residents.

With no other individuals wishing to speak on this Item, Mayor Vincent closed public comment.

Mayor Vincent requested that Deputy Town Manager/Public Works Director Rubach provide an update on Staff's interactions with Codrington Drive residents regarding the proposed project. Deputy Town Manager/Public Works Director Rubach estimated that roughly 50% of these residents were involved in public outreach meetings. He noted that at least eight to ten properties are located near "low spots" on the roadway, which meant they are the most affected by flooding.

Mayor Vincent commented that in cases such as this, decisions need to be made that may not address the needs of a majority, but should alleviate issues for those directly affected. Deputy Town Manager/Public Works Director Rubach confirmed that he felt the proposed project is necessary.

Vice Mayor Malkoon requested additional information on an alternative design that had been proposed by some of the property owners on Codrington Drive. Deputy Town Manager/Public Works Director Rubach explained that some residents had suggested running pipes between some homes to improve stormwater drainage. It was determined that this would be a more expensive alternative and would require relocation of some homeowners' air conditioning units. It would also require multiple pieces of equipment which could block access to homeowners' docks.

Vice Mayor Malkoon asked for more information on the Town's proposed design. Deputy Town Manager/Public Works Director Rubach stated that this system would direct outfall to a vacant lot through a single pipe, which would be less invasive.

Vice Mayor Malkoon also requested more information about storage. Deputy Town Manager/Public Works Director Rubach replied that water stored in pipes would not be aboveground in the roadway, which is the current situation. The water discharge rate will depend upon tides and the pressure coming through the pipe. This pipe would be in the ground for over 50 years and would eventually be able to accommodate a lift station. The alternative design would have required multiple pumps on each pipe between homes.

Commissioner Oldaker asked if the lateral pipes proposed under the alternative plan would have required multiple easements and additional maintenance. Deputy Town Manager/Public Works Director Rubach confirmed this, explaining that pipes between homes would have required two easements per pipe. The recommended design would provide for a single pipe, which could be installed in roughly 90 days. The alternative design could take double or triple this time, as it would be necessary to work with each resident to relocate above-ground fixtures.

Commissioner Pouloupoulos noted that the proposed project would be paid for with federal COVID-19 relief dollars. Town Manager Connors confirmed that the regulations for the use of those funds allow drainage projects. The Town has also received funds from the state to assist with this project.

The U.S. Army Corps of Engineers has already issued permitting for the proposed outfall pipe. If permits were sought for multiple pipes on the street, the project would likely be delayed until at least summer 2023, and would require benthic surveys of the area. The owners of the vacant lot plan to install a new seawall as well.

Commissioner Strauss asked if existing utilities on Codrington Drive have been accounted for. It was clarified that as-built designs were requested from all utility owners and will be double-checked by the contractor.

Mayor Vincent commented that the contract includes estimates for general conditions, site mobilization, resident/stakeholder daily coordination, and maintenance of traffic (MOT), which seem to be high. It was clarified that work on a dead-end roadway with significant infrastructure can create operational difficulties, particularly regarding MOT. The biggest challenge was estimated to be based on the value of general conditions. One full lane of access will be available 24 hours per day, although this may not always mean personnel would be present.

Vice Mayor Malkoon made a motion, seconded by Commissioner Poulopoulos, to extend the meeting to 11:30. Motion carried 5-0.

Deputy Town Manager/Public Works Director Rubach advised that Town Engineer Jay Flynn has reviewed the proposed plans and found them to be in line with what should be built.

Commissioner Poulopoulos made a motion, seconded by Vice Mayor Malkoon, to award and approve the contract as stated. Motion carried 5-0.

- b. Resolution 2022-46 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH PROVINCIAL SOUTH INC. DBA PSI ROOFING, A LOCAL PARTNER OF RL NATIONAL ROOFING PARTNERS, LLC DBA NATIONAL ROOFING PARTNERS FOR ROOF REPAIR SERVICES FOR THE OFFSITE STORAGE FACILITY, UTILIZING THE INTERLOCAL PURCHASING SYSTEM CONTRACT #211001 PURSUANT TO SOLICITATION NO. 211001; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

Commissioner Oldaker asked if the Town's tenant who shares use of the offsite facility would share in the costs of its roof repairs. Deputy Town Manager/Public Works Director Rubach replied that these costs are the Town's responsibility. He recalled that roof work began on the Town Hall campus in 2021, followed by the Public Works building, Jarvis Hall, and the Development Services building. The offsite building is the last step in the roof repair project. The Town has used PSI Roofing for the first two phases of the project.

Commissioner Oldaker made a motion, seconded by Commissioner Strauss, to approve. Motion carried 5-0.

The following Item was taken out of order on the Agenda.

16. ORDINANCES 2ND READING

- a. **Ordinance 2022-09 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN’S CODE OF ORDINANCES AT CHAPTER 5 “BEACHES AND WATERWAYS,” ARTICLE II “BEACH REGULATIONS,” TO CREATE SECTION 5-37 “SMOKING PROHIBITED ON BEACH” TO PROHIBIT SMOKING AT PUBLIC BEACHES; AMENDING CHAPTER 14.3 “PARKS AND RECREATIONAL FACILITIES,” SECTION 14.3-4 REGULATION OF GENERAL CONDUCT- PERSONAL BEHAVIOR TO PROHIBIT SMOKING AT PARKS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.**

At this time Mayor Vincent opened public comment.

Michael Morelli, resident, thanked the Commission for their consideration of the proposed Ordinance to keep the Town’s beaches clean.

With no other individuals wishing to speak on this Item, Mayor Vincent closed public comment.

Assistant to the Town Manager Courtney Easley advised that the Town’s neighboring municipalities have already passed similar Ordinances. Ordinance 2022-09 was approved on first reading on August 24, 2022. Staff recommends approval of the Ordinance.

It was clarified that there is no monetary penalty attached to enforcement of this Ordinance, although other municipalities have elected to include a fine or penalty. Town Manager Connors advised that this issue will be addressed by Code Enforcement, which may levy fines; however, there are no specific fines outlined for this violation other than the Code Enforcement process.

Commissioner Strauss pointed out that the Ordinance does not apply to cigars, but to cigarettes, filtered cigars, and vape pens only.

Commissioner Oldaker made a motion, seconded by Commissioner Strauss, to approve. Motion carried 5-0.

15. ORDINANCES 1ST READING

- a. Ordinance 2022-08 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 “UNIFIED LAND DEVELOPMENT REGULATIONS,” ARTICLE V “ZONING,” SECTION 30-313 “GENERAL PROVISIONS” TO MODIFY REGULATIONS RELATED TO ROOFTOP PLACEMENT OF EQUIPMENT ON ANY PROPERTY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.**

At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

Development Services Director Campbell recalled that in July 2022, the Commission directed Staff to review potential changes to Town Code regarding the placement of equipment on rooftops. Staff reviewed several municipalities’ ordinances and determined that changes to Town Code were necessary.

The recommended changes are included in the Commissioners’ backup materials and include the following:

- Updates to language regarding the placement of mechanical equipment on the roof of any property
- Address of a scrivener’s error
- Updates language to allow temporary generators on the roof

Staff recommends approval of the Ordinance.

Mayor Vincent advised that the Town’s existing regulations were no current and consistent throughout the Town, which necessitated the change.

Commissioner Oldaker made a motion, seconded by Commissioner Pouloupoulos, to approve. Motion carried 5-0.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 11:05 p.m.

Lauderdale-By-The-Sea
Regular Town Commission Meeting
October 5, 2022

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION ETHICS TRAINING
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, October 11, 2022
4:00 PM**

1. Attendees

Mayor Chris Vincent, Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Randy Strauss, Commissioner Pouloupoulos.

2. Presenters

Town Attorney Robert Myers and Town Attorney Susan Trevarthen

3. Presentation

Ethics Training for Town Elected Officials

4. Duration: 2 hours

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, October 11, 2022
6:30 PM**

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 6:35 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos, Commissioner Randy Strauss, Town Manager Linda Connors, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Director of Budget and Finance Lucila Lang, Development Services Director Jhanelle Campbell, Special Events and Marketing Manager Debbie Hime, Special Events and Marketing Coordinator Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Vincent advised that Item 5.c, Christmas-By-The-Sea presentation, would be postponed until the October 25, 2022 meeting.

Mayor Vincent also noted that Item 12.a would be heard immediately following Presentations.

5. PRESENTATIONS

a. “Child Cancer Awareness Week” Proclamation

Mayor Vincent read a Proclamation recognizing October 23-29, 2022 as Childhood Cancer Awareness Week.

b. “Fire Prevention” Week

Mayor Vincent read a Proclamation recognizing October 9-15, 2022 as Fire Prevention Week.

c. CBTS Presentation

This Item was postponed until the October 25, 2022 meeting.

d. Solid Waste ILA Presentation

Jamie Cole of Weiss Serota Helfman Cole & Bierman explained that for many years, Broward County has been working to determine the future for solid waste disposal. A process is underway in which all Broward municipalities, as well as Broward County, have been negotiating toward a mechanism that would create a plan for the future of solid waste disposal over the next several years.

At present, these entities have come together to issue a Memorandum of Understanding (MOU), of which Lauderdale-By-The-Sea is a party, and created a working group to devise an inter-local agreement (ILA) for all the cities. The deadline for any comments on the ILA by Broward municipalities is Friday, October 14, 2022.

Attorney Cole provided an overview of the ILA, which would create a new authority with one member from each Broward municipality as well as one representative from the County. The governing board that would oversee this Executive Committee would have 11 members, one from the County and 10 from the municipalities. The municipal representatives would include five individuals from the largest Broward cities, three from moderately sized cities, and two from the smaller municipalities.

The primary issue on which there is some contention is that of County veto power. Broward County wishes to have the authority to veto any major decisions. Although a compromise was suggested that would provide this veto power with a unanimous or supermajority vote of the nine County Commissioners, the County did not agree to this proposal. Attorney Cole recommended that the Town Commission provide any comments they may have on this matter.

Another issue is the funding of the proposed authority during its first two to three years, as startup funds will not be available until a special assessment has been passed. The estimated cost is up to \$2 million per year for up to three years. At present, the County and municipalities would all pay pro rata, based upon their populations, with the

County's share based on its unincorporated population. Attorney Cole estimated that this would equal approximately \$1 per person per year. It has also been suggested that the County pay 50% of these costs while the municipalities pay the remaining 50%.

Attorney Cole advised that any comments from the Commission could be directed through the Town Attorney. The Town is not required to provide any comments.

Vice Mayor Malkoon observed that the Town should work with other Broward municipalities to express their viewpoint and work collectively with the County.

Commissioner Oldaker stated that he is part of the Solid Waste Working Group, and that this group has appointed one smaller Broward city, Parkland, as the representative for all smaller municipalities. He requested clarification of how the Town can go through the process of providing comments while operating under the constraints of Florida's Sunshine Law, as he is prohibited from speaking with representatives other small municipalities on this topic outside of meetings.

Attorney Cole acknowledged that Commissioner Oldaker may not speak with other members of the governing board due to the Sunshine Law, although he pointed out that other members of Lauderdale-By-The-Sea's Commission may do so. He advised that most municipalities have had their City Manager or City Attorney provide a letter including their comments.

Town Attorney Trevarthen asked what alternative suggestions have been made by the municipalities that did not wish to grant veto power to the County. Attorney Cole shared comments from the city of Weston, which recommended that a County veto require unanimous rather than majority support of the Broward County Board of County Commissioners.

Mr. Cole advised that the Board of County Commissioners is not in favor of this proposed compromise, preferring only a simple majority vote to invoke veto power.

Commissioner Pouloupoulos commented that he was not in favor of allowing the County to have veto power. Mayor Vincent agreed, advising that he was in favor of the municipalities retaining home rule and having a voice at the County level. He recommended reaching out to the Town's County Commissioners and district representatives to express this concern. Commissioner Strauss agreed that the municipalities should not cede any home rule at the federal, state, or County level.

Commissioner Oldaker asked how the larger Broward municipalities have reacted to the proposal of a veto. Attorney Cole advised that none of these cities has provided an official comment thus far; however, during discussions at the Working Group level, the municipalities voted unanimously against unrestrained veto power.

Attorney Cole further clarified that the County has requested veto power due to their statutory obligation to be responsible for solid waste disposal. If the authority fails, the issue will go back to the County. This was a contributing factor in the suggestion that a unanimous or supermajority vote be required if a County veto is approved.

Town Attorney Trevarthen also requested Commission feedback on whether or not the County should pay per capita. Attorney Cole further clarified that under the MOU, there was an agreement for a waste generation study at a cost of approximately \$1 million. This study was funded 50% by the County and 50% by the participating municipalities pro rata. The County was not in favor of this division for startup costs, however, preferring to provide their share based on the unincorporated population, which is roughly 10,000 out of 1.9 million. Attorney Cole concluded that this goes hand-in-hand with the veto issue.

Commissioner Oldaker recalled that there was discussion among the Working Group about the increased costs that could fall on municipalities on the eastern side of the County, such as Lauderdale-By-The-Sea, due to their seasonal and tourist populations. He asked if this would be taken into account. Attorney Cole replied that some considerations are based on tonnage and others on population, clarifying that at present, the costs would be based on permanent population, which would benefit the Town. If the division were based on tonnage, the Town's percentage would likely be higher.

The Commission agreed by consensus that the County should not have veto power, and that the County should pay half of the startup costs. Town Attorney Trevarthen stated that a comment letter would be provided to address these issues.

The following Item was taken out of order on the Agenda.

12. OLD BUSINESS

a. Downtown Parking Areas and Connie Hoffmann Ocean Plaza ("Ocean Plaza") Continued Use for Outdoor Dining

Mayor Vincent advised that the continued use of Connie Hoffmann Ocean Plaza for outdoor dining and the issue of sidewalk cafés were combined into a single Agenda Item. He recalled that the Town Commission has taken several recent actions regarding the use of both parking areas and the Ocean Plaza for outdoor dining, which have been summarized in the Commission's backup materials.

At this time Mayor Vincent opened public comment.

Shelley Dyner, resident, spoke in favor of the current Ocean Plaza setup.

Wes Shelton, resident, felt that prolonged use of the Ocean Plaza for outdoor dining went against the best interests of the Town's taxpayers. He described the site as a major attraction of the Town which should not be leased for \$3000/month, and concluded that the Plaza was meant to be fully public and not leased for private use.

Joe Couriel, resident, opposed the use of the Ocean Plaza for dining, as this was not what the space was designed to include. He pointed out that the Plaza was built for the enjoyment of all Town residents and visitors. He felt the proposed compromise of allowing tables on the sidewalk between the Plaza and the restaurant was fair.

Regarding sidewalk tables on Commercial Boulevard, Mr. Couriel concluded that he would rather see tables in front of the businesses instead of cars, as the revenue brought in by the tables would offset any lost parking revenue.

Marc Furth, resident, stated that he opposed the use of the area in question by any business. He suggested that the Aruba Beach Café be provided with a portion of the sidewalk for continued outdoor dining.

Dwayne Wiseman, general manager of the Aruba Beach Café, asserted that prior to the use of the Plaza by this restaurant, it was not a place that could be enjoyed by the community. He felt there is greater enjoyment of the Plaza space at present. He noted that Aruba has removed some tables from the area, roped off a portion for restaurant use, keeps their space clean, and has done everything the Town has asked them to do thus far.

Mr. Wiseman continued that prior to the placement of tables in the Plaza, it was rarely used except during holidays and special events. He concluded that use of the sidewalk outside the business was an option, but he did not feel it was the best option.

Larry Wick, resident, stated that he was in favor of both solutions A and B as listed in the backup materials. He estimated that the Plaza space not used by the Aruba Beach Café has less than 20% usage.

Jennifer Duran, resident, pointed out that workers at the Aruba Beach Café rely on the outdoor tables for tips and income, and was not in favor of taking this space away.

Carlos Gianos, representing the Blue Moon Fish Company and Joanne Hoffman, stated that these entities were supportive of the continued use of a portion of the Plaza by the Aruba Beach Café. He advised that he has never seen the pavilion overcrowded with people, and concluded that there is still significant demand for outdoor dining.

Marc Pearson, resident, felt that the changes implemented during the height of the COVID-19 pandemic were intended to be interim measures. He was in favor of restoring parking on Commercial Boulevard, and noted there are many times when existing sidewalk café space remains unoccupied.

Cristie Furth, resident, felt the pandemic was over and the Town's restaurants have fully reopened for indoor dining, leaving no legitimate reason for a private business to continue using the Plaza. She was in favor of returning this space to the community and allowing the restaurant to use sidewalk space for outdoor dining.

Paul Novak, resident, opposed the continued use of the Ocean Plaza by Aruba Beach Café, pointing out that this space is intended for public use and enjoyment. He also expressed concern for the precedent that could be set by continued use of public space by a restaurant.

Mr. Novak added that he felt this issue should be voted upon "during the winter months," when the Town's total population is present. He was in favor of discussing the other options open to the restaurant.

Nectaria Chakas, representing Aruba Beach Café, recalled that this issue has come before the Commission on multiple occasions, most recently on May 10, 2022, when the Commission extended the restaurant's use of the Plaza for another six months. The business is now seeking for this use to be annually reviewed or to arrive at a more permanent solution.

Ms. Chakas commented that after the COVID-19 pandemic, the use of Plaza space by the restaurant drew the public to the area, activating the Plaza. The outdoor dining area

has been reduced from its original scale. She concluded that the restaurant is paying a premium price for this space and maintains the Plaza outside the area it uses.

Wayne Dillistin, resident, stated he was in favor of the continued use of the Ocean Plaza by Aruba Beach Café. He felt the restaurant has given a great deal back to the community and serves as a landmark of the Town.

Peggy Mohler, comptroller of the Aruba Beach Café, recommended that a decision be made on how to proceed at tonight's meeting. She emphasized that she hoped to reach a compromise on this issue, noting that she has already made some efforts toward compromise. She requested a show of hands from those present who were in favor of Aruba's continued use of a portion of the Plaza.

Ken Brenner, resident, advised that the Plaza has been in place for fewer than 10 years. He was in favor of continued outdoor dining in its current space in the Plaza, as it does not impede pedestrian traffic.

Linda Dillistin, resident, pointed out the economic impact of the Aruba Beach Café, and stated that outdoor dining in the Plaza was a unique offering.

Stuart Dodd, resident, named a number of Town restaurants who have paid \$18/sq. ft. for the use of public space for their sidewalk cafés. At the same time, Aruba Beach Café has used some of the pavilion's public area at \$34/sq. ft. per year. He felt the rates paid by restaurants with sidewalk cafés and Aruba are not equitable. Mr. Dodd concluded that Aruba should be permitted to continue its use of the reduced area within the Plaza.

Shelley Haggerty Rahn, resident, read a message on behalf of resident Jay Flynn, who was unable to attend tonight's meeting. Mr. Flynn felt it would be a mistake to continue renting a portion of the Town's public space to a private business. He recalled that a 2014 Resolution stated this space was built for the enjoyment of residents and visitors.

Patricia Hodgson, business owner, stated that the Plaza has more space than necessary to accommodate the public, and pointed out that some diners continue to feel safer when sitting outdoors. She was in favor of continuing the outdoor cafés along Commercial Boulevard as well as outdoor seating in the Plaza.

Howard Goldberg, resident, clarified that he was speaking as a private citizen and not a representative of any organization or advisory body. He acknowledged the lifestyle changes resulting from the COVID-19 pandemic, and felt the Ocean Plaza had been

underused before outdoor dining was permitted there. He concluded that allowing Aruba Beach Café to rent a small portion of the Plaza and maintain it was the best solution.

Angie Carroll, resident of Fort Lauderdale, emphasized that there are very limited opportunities for dining in a beachfront location, which attracts visitors to Lauderdale-By-The-Sea. She recommended that Aruba Beach Café continue to be allowed to use the Town's outdoor amenities to draw in consumers from outside the Town.

Scot Sasser, resident, pointed out that a thriving Downtown area is in the public interest, and noted that most of the existing sidewalk cafés are located on public property. He added that Aruba is paying for use of the Plaza and promotes the best use of this space. He was in favor of allowing this use to continue.

Ann Marchetti, resident, stated that she was speaking on behalf of a number of Downtown restaurants, including Aruba Beach Café. She was in favor of extending the use of public space for outdoor dining as a public-private partnership until construction begins on the Downtown area in 2023. Ms. Marchetti concluded that the best way to proceed is with continued rental of the space by Aruba on an annual basis.

Scott Fiddler, resident of Pompano Beach, advised that he regularly visits Lauderdale-By-The-Sea. He considered outdoor beachfront dining to be an attraction of the Town.

Nate Cannon, resident, stated that he works for a vendor who services several Town restaurants, and characterized outdoor dining as a way to bring people into the Town. He pointed out that Aruba Beach Café is the only restaurant physically located on the beach.

Vincent Fodi, business owner, advised that the COVID-19 pandemic is not over, which encourages many restaurant patrons to dine outside when weather permits. He felt outdoor seating has become a necessity. He felt Aruba should continue to be allowed to offer outdoor seating in the Plaza.

Daniel Adamski, resident, stated his support for Aruba Beach Café's continued use of a portion of the Plaza, which he felt was the highest possible use of this space and a contributor to the local economy.

Jim Demko, resident, felt dining in the Plaza made the Town a more inviting place. He did not feel Aruba Beach Café was taking up any more space in the Plaza than other restaurants' sidewalk cafés. He encouraged allowing this use of the Plaza to continue.

Jim Silverstone, resident, felt the continued use of the Plaza by Aruba Beach Café to represent the intent of this area from its inception. He pointed out that this could be easily changed if a special event is held in the Plaza.

Nicholas Bua, resident, was not in favor of discontinuing outdoor dining in the Plaza. He suggested placing this issue on a ballot so residents may decide how to proceed.

Donna Attenhofer, resident of Fort Lauderdale, stated there is no issue with Aruba Beach Café's use of the Plaza space, and cautioned that the COVID-19 pandemic has not ended and still has an effect on restaurants, encouraging outdoor dining.

Suzanne Birgeles, visitor, commented that outdoor dining has worked well for Town restaurants and should not be removed from the Plaza. She was also in favor of other Town restaurants retaining their sidewalk cafés.

Dave Saindon, resident, noted that in recent years Lauderdale-By-The-Sea has become a much more vibrant environment, and was in favor of continued outdoor dining in the Downtown area. He pointed out that there is space remaining in the Downtown for people to congregate.

With no other individuals wishing to speak on this issue, Mayor Vincent closed public comment.

At this time the Commission took a brief recess.

Deputy Town Manager/Public Works Director Ken Rubach recalled that Resolutions 2022-21 and 2022-22, which were passed on May 10, 2022, extended outdoor dining in both Downtown parking spaces and the Plaza through November 10, 2022. Staff recommends that if the Commission plans to continue outdoor dining in the Downtown parking spaces, the authorization be extended through June 30, 2023, or whenever construction begins to mobilize in the subject area, whichever is sooner.

For continued use of the Ocean Plaza, there are three options:

- Option 1: existing configuration in which Aruba Beach Café's tables are moved behind the palm trees, using approximately 792 sq. ft.
- Option 2: using the walkway between the deck and the knee wall and extending to the edge of the beach, using approximately 720 sq. ft.
- Option 3: returning the Plaza to its previous use without outdoor dining

Staff requests Commission direction on this Item, as well as indication whether or not they also wish to extend outdoor dining in Downtown parking spaces.

The Commission first addressed the sidewalk cafés, with Commissioner Oldaker stating he was in favor of extending this use while design concepts for the space are reviewed. While he had first opposed this use, over time he has seen these spaces become productive and enjoyable. He did not feel the loss of these parking spaces would be detrimental to the Town, as some perimeter spaces remain. Commissioner Oldaker concluded that the expansion of sidewalk cafés has been a success for the Downtown area.

Mayor Vincent agreed with Commissioner Oldaker to proceed with the design concepts for the continued expansion of outdoor dining on Commercial Boulevard.

Commissioner Pouloupoulos made a motion, seconded by Commissioner Strauss, to approve the continued use of the parking area for outdoor dining on the sidewalks through June 30, 2023. Motion carried 5-0.

The Commission moved on to the continued use of the Ocean Plaza by Aruba Beach Café for outdoor dining.

Vice Mayor Malkoon stated that over time, the Town has added a number of open spaces, including Friedt Park, the Plazas and pavilions, and El Prado Park, for use by the public. He emphasized the intent of public use of these spaces. While the continued use of the Plaza by a restaurant made sense, his issue was the Resolution governing its use, which limits the commercial use of this area to four times per year.

Vice Mayor Malkoon continued that a vote previously taken by the Commission, which would have modified this Resolution, failed by a 2-2 vote. While he recognized the benefits of outdoor dining and the merits of the restaurant using the space, he pointed out that the intent of the Plaza had been for use as an open public space.

Vice Mayor Malkoon recalled that when the sidewalk was previously used for outdoor dining, it was blocked to pedestrians and beachgoers, which allowed it to function. He noted that the Fire Marshal would need to monitor any further use of this space for two to four weeks to ensure it is working properly. He felt this option provided an acceptable middle ground for all parties, and supported using the sidewalk area for a one-month period so its function can be monitored.

Commissioner Strauss observed that while the Ocean Plaza was originally constructed for the enjoyment of residents and visitors, he pointed out that use by a restaurant can contribute to this enjoyment, and is preferable to having an empty plaza. He also noted that outdoor dining on Commercial Boulevard and in the Ocean Plaza seems to be an employment generator, as there is ongoing demand for it.

Commissioner Strauss continued that another lesson of the COVID-19 pandemic has been that the parking on Commercial Boulevard between A1A and El Mar Drive was not necessary. He clarified that the continued use of the Plaza space by Aruba would be subject to annual review. There is also nothing prohibiting the use of the Plaza for public events. He concluded that he saw no downside to the reduced limited use of the space by Aruba.

Commissioner Oldaker commented that there are many different uses for the Ocean Plaza space by residents and visitors alike. While he had not originally been in favor of the continued use of the Plaza for outdoor dining, he felt this use has evolved into a success for all parties. He also noted that Aruba has tried different options for the use of the Plaza space in order to seek middle ground.

Commissioner Oldaker continued that he felt outdoor dining on the sidewalk rather than a portion of the Plaza could be disruptive to pedestrians and beachgoers. He recommended leaving the sidewalk open. He also noted that two former members of Town government who passed the Resolution establishing the Ocean Plaza had come forward to speak in favor of continued use of a portion of the Plaza for outdoor dining.

Commissioner Pouloupoulos noted that some individuals remain concerned about the potential effects of COVID-19 on their health. He felt continuing to offer outdoor dining is a service easily provided to these individuals. He also felt the reduction of Aruba Beach Café's dining space in the Ocean Plaza was a successful compromise so space remains open to other activities. He concluded that outdoor and beachfront dining is an attractive and unique feature of the Town, and this use should continue to be offered to Aruba, with annual review and renewal.

Mayor Vincent emphasized that all viewpoints offered at tonight's meeting were valid, and acknowledged that COVID-19 remains a serious issue. He pointed out that while the Plaza was created in 2013 as a capital improvement, two former Town officials had come forward to speak on its evolving use as a result of the pandemic, and that the

Town reviews its Charter every 10 years to determine whether changes are necessary to make the Town a better place.

Mayor Vincent continued that he felt a compromise has been reached regarding Aruba's use of Plaza space, and that this limited use can coexist with and enhance the original intent of the Plaza.

The Mayor, Vice Mayor, and Commissioners thanked all members of the public who attended tonight's meeting and had reached out to them to be heard on this issue.

Commissioner Strauss made a motion to move forward with Option A, the continued use of Ocean Plaza as it is being used currently by Aruba, with an agreement that will include an annual lookback.

Town Manager Linda Connors requested clarification that the **motion** was intended to extend through September 30, 2023, which is consistent with the Town's budget year. This is also consistent with the sidewalk café requirements. Commissioner Strauss confirmed that this was his intent.

Town Manager Connors also asked if the Commission wished Staff to bring back an amendment to the Resolution regarding the Ocean Plaza at the November 9, 2022 meeting. This was confirmed by Commission consensus.

It was further clarified that the **motion** would allow Aruba's continued use of the Plaza in its current configuration, with an agreement providing for annual review of this use. The Town Manager and Town Staff would bring back the conditions and modifications required for this use at the November 9, 2022 meeting.

Commissioner Oldaker also requested clarification that the agreement to be brought back at the November 9 meeting would run through September 30, 2023 and renew on October 1, 2023. Commissioner Strauss confirmed that this was the intent of his **motion**.

Commissioner Oldaker seconded the motion. Motion carried 4-1 (Vice Mayor Malkoon dissenting).

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

7. PUBLIC SAFETY DISCUSSION

a. AMR

Commissioner Strauss made a motion, seconded by Commissioner Oldaker, to accept the report. Motion carried 5-0.

b. BSO

Broward Sheriff's Office (BSO) Captain Tom Palmer advised that a Shred-a-thon postponed from earlier in the year has been rescheduled for January 14, 2023 at Assumption Church.

Commissioner Oldaker addressed the issue of children driving golf carts, asking if there is any public outreach to raise awareness of this issue. Captain Palmer replied that while he was not aware of any awareness campaign by the state of Florida, he could provide information sheets on the rules and regulations regarding these electric vehicles. Drivers must be aged 16 years or over and must be licensed. Children under this age are not permitted to drive these vehicles.

Commissioner Oldaker suggested that this information be shared via blast email or another method of dissemination. Captain Palmer agreed that BSO can work with the Town's social media team to provide this information. He recommended that residents who notice this behavior make BSO aware of it.

Commissioner Pouloupoulos made a motion, seconded by Commissioner Oldaker, to approve. Motion carried 5-0.

c. VFD

Commissioner Strauss made a motion, seconded by Commissioner Oldaker, to approve. Motion carried 5-0.

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Connors reported that the Town is continuing to work with Full Moon Creative LLC on a permanent solution to issues with audiovisual equipment. She noted that Town Hall is currently using temporary air conditioning units and may need to replace its permanent system, as it has exceeded its useful life.

b. Monthly Finance Report

Director of Budget and Finance Lucila Lang recalled that the Town had hired RTR Financial Services, which is a collection agency, to collect unpaid fines. During the month of July 2022, the company collected \$1344.07 in fines, and has collected other fines dating back to 2016. The Town's parking partner, Republic, sends a file of unpaid fines to RTR for collection.

Town Manager Connors added that the Town has been pleased with RTR's performance and is considering whether or not to use them to follow up on other overdue accounts, such as solid waste disposal.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

a. 9-14-22 Special Town Commission Meeting

b. 9-14-22 Regular Town Commission Meeting

Commissioner Pouloupoulos made a motion, seconded by Commissioner Oldaker, to approve. Motion carried 5-0.

11. CONSENT AGENDA

None.

13. NEW BUSINESS

None.

14. COMMISSIONER COMMENTS

Commissioner Strauss reminded all present that the Town's annual Boo!-By-The-Sea event will be held later in the month.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

None.

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 9:42 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



Town Commission Agenda Item Report

Meeting Date: November 9, 2022

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Consent

Agenda Section: New Business

Subject Title: Authorize the Town Manager to Negotiate a Contract for the Purchase of the 9-unit multi-family property located at 4512 Bougainvilla Drive.



Explanation: The property located at 4512 Bougainvilla Drive is currently composed of nine residential rental units. It is located directly north of the current Fire Station as well as directly west of the public safety complex. Staff is interested in purchasing this property for future Public Safety needs.

At the January 11, 2022 meeting, the Commission accepted a Comprehensive Organizational Evaluation and Operations Audit of the Volunteer Fire Department (VFD). The Audit revealed significant deficiencies regarding the operational space for the VFD stating that current area dedicated for our VFD did not meet current requirements and more space was necessary for equipment storage, bunkrooms, and other facilities.

BSO, AMR, and the VFD Administrative offices have been housed in hotel that was purchased in 2008 with no significant improvements to the building being made since that time. It, like the VFD building, also does not meet the current professional standards nor does it provide sufficient space for the daily operations of our emergency services personnel.

Over the last several years, the Commission has delayed significant improvements to both the Fire Station and Public Safety Administrative offices while they contemplated how they wanted to move forward with necessary improvements. In the FY23, the Commission took the first steps in authorizing significant improvements to these inadequate spaces by approving an increase in the Fire assessment to be allocated toward undetermined facility improvements.

Also included in the FY23 Budget were funds in the amount of \$25,000 for a grant professional to seek out and secure potential grant funds that could be used for the Town to consider improvements to these facilities. Staff is in process of drafting an RFP to secure a consultant to assist the Town in applying for and processing grant applications.

Purchase of the apartment building would provide additional land in the ideal location necessary to make improvements. If for some reason the property was deemed no longer beneficial to the Town's future plans, the property could be resold or repurposed for another municipal use.

The current owner has expressed interest in selling the property, which makes urgent action necessary. Unfortunately, the Town missed the opportunity to purchase the property in 2017 when it was sold for \$1.775 million and again in 2019 when purchased at \$1.99 million.

The process for purchasing property is set out in the Town's Purchasing Manual and State Law. The applicable section of the Purchasing Manual (Revised June 13, 2017) is Section IV – EXCEPTIONS TO GENERAL PURCHASING POLICIES Letter J on pages 43 & 44. Specifically, the steps for purchasing property are as follows:

- 1. Prior to initiating any negotiations for the acquisition of any real property with the property owner, the Town shall obtain two written appraisals** performed by a state certified real estate appraiser with an MAI Designation if the appraisal exceeds two hundred fifty thousand dollars (\$250,000). Appraisers selected to appraise real property pursuant to this Section shall submit an affidavit substantiating that the appraiser has no vested or fiduciary interest in the property that is the subject of the appraisal.

Town staff ordered two appraisals required by the Town's Purchasing Policy. The appraisals indicated the property was valued at \$2.4 million and \$3.375 million. The property is currently rented with a monthly income of \$12,400.

2. Appraisal reports, offers and counteroffers are exempt from the provisions of Florida Statutes Section 119.07(1) (Public Records Law) for a period of time as provided in Florida Statutes Section 166.045, as amended from time to time.

3. No negotiations may be commenced or offer or counteroffer made by the Town for the acquisition by purchase of real property without prior authorization of the Town Commission.

4. Upon commencement of negotiations, the Town shall inform the property owner, in writing, that all agreements for the purchase of real property are subject to approval by the Town Commission.

5. Any agreement by the Town to purchase real property shall be submitted to the Town Commission for approval at a public meeting after thirty (30) days public notice. Notice of the proposed purchase of real property shall be published in a newspaper of general circulation in the Town.

6. Evidence of marketable title in the form of title insurance or an abstract of title with title opinion shall be provided to the Town, by the property owner at the property owner's expense, not later than ten (10) calendar days prior to the public hearing.

7. If the agreed purchase price exceeds the average appraised price of the two appraisals, the governing body is required to approve the purchase by a majority-plus one vote of the Town Commission. (See Section 166.045(1)(b), Fla. Stat.).

8. In order to prevent the premature disclosure of the Town's interest in acquiring a specific parcel of real estate, the Town Manager may expend up to thirty thousand dollars (\$30,000) on related appraisals, and environmental studies without Town Commission approval.

Staff seeks Commission direction as to whether the Commission wishes to have Staff begin to negotiate for the purchase of the Property. If a tentative agreement is reached, it will be scheduled for Commission consideration after the Town provides thirty (30) days' notice to the public of the meeting.

Recommendation: Authorize the Town Manager to begin negotiations for the purchase of the property located at 4512 Bougainvillea Drive.

Exhibits: None



Town Commission Agenda Item Report

Meeting Date: November 9, 2022

Submitted By: Ken Rubach, Deputy Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS

Subject Title: RESOLUTION 2022-51 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, UPDATING AND AUTHORIZING IMPLEMENTATION OF THE TOWN'S COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE. (EXHIBIT 1).

Background:

In 2015, the Town Commission adopted the Comprehensive Emergency Management Plan ("CEMP"), which establishes the policies, strategies, operational goals, and objectives through which the Town will mobilize resources and conduct response and recovery activities after a large-scale disaster.

In 2018, staff drafted updates to the then CEMP to ensure that the plan:

- was consistent with established procedures put in place by Broward County, the State of Florida, and FEMA;
- included the most current information and updates to reflect experiences from recent events; and
- identified the completion of additional reports and task assignments that need to be completed.

The former Town Manager chose not to bring these recommended updates to the Commission for consideration.

Instead, on July 21, 2020, the Town Commission approved Resolution 2020-27, amending the line of succession during the absence or disability of the Town Manager, and removing any reference to the Assistant Town Manager since the position had been eliminated.

In 2021, the proposed updates from 2018 were incorporated into the CEMP via adoption of Resolution 2021-33. At that time, it was determined that a more comprehensive update would take place in FY 22, to ensure the CEMP was functional and met the needs of the Town.

Explanation:

Steven Foss, senior planner, and training specialist, with Witt O'Brien will be presenting the new CEMP for your approval.

Recommendation: Staff is recommending approving Resolution 2022-51 approving the updates to the Comprehensive Emergency Management Plan.

Attachments:

Ex. 1- Resolution 2022-51 CEMP

Ex. 2- Comprehensive Emergency Management Plan

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31 **WHEREAS**, the Town identified several portions of the CEMP that need to be updated
32 and revised, and engaged in a comprehensive update of the CEMP to ensure it is functional and
33 meets the Town’s needs; and

34 **WHEREAS**, the Town desires that the Town Commission approve the attached updated
35 Comprehensive Emergency Management Plan (“CEMP 2022”), which replaces and supersedes all
36 previous versions of the Town’s comprehensive emergency management plans.

37
38 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE**
39 **TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:**

40 **Section 1. Recitals.** Each “WHEREAS” clause set forth is true and correct and herein
41 incorporated by this reference.

42 **Section 2. CEMP 2022 Approved.** The attached CEMP 2022 is approved and supersedes
43 all previous versions of the Town’s comprehensive emergency management plans.

44 **Section 3. Authorization to Implement.** The appropriate Town officials are hereby
45 authorized to take any and all actions to effectuate the implementation of the attached CEMP 2022.

46 **Section 4. Conflict.** All resolutions or parts of resolutions in conflict herewith are hereby
47 repealed to the extent of such conflict.

48 **Section 5. Severability.** If any clause, section or other part of this resolution shall be held
49 by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or
50 invalid part shall be considered as eliminated and in no way affecting the validity of the other
51 provisions of this Resolution.

52 **Section 6. Effective Date.** This Resolution shall become effective immediately upon its
53 passage.

54 **PASSED AND ADOPTED** this 9th day of November, 2022.

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Attest:

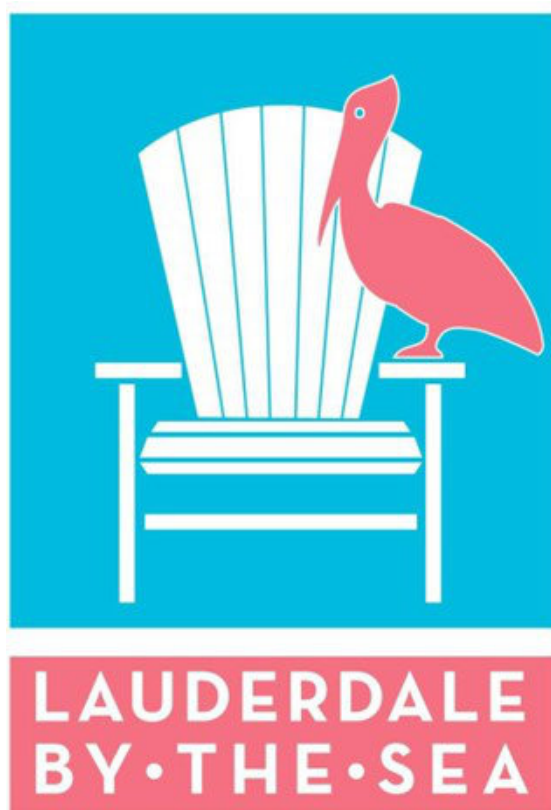
Mayor Chris Vincent

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Comprehensive Emergency Management Plan



2022





Table of Contents

Record of Changes	5
Record of Distribution.....	6
Approval & Implementation	7
Executive Summary.....	8
Plan Introduction	9
Plan Purpose	10
Scope.....	10
Roles & Responsibilities	11
Emergency Management Coordinator	11
CEMP Maintenance.....	11
HSEEP Compliance & Plan Improvement.....	11
Authorities & References.....	12
Town of Lauderdale-by-the-Sea.....	12
Broward County	12
State of Florida.....	13
Florida Administrative Code	13
Executive Orders	13
Federal Government	13
Plan Adoption and Modification Requirements	14
ADA and Guidelines for Functional Needs Support Services.....	14
Situation & Assumptions.....	15
Assumptions.....	25
Persons with Access and Functional Needs	25
Hazard & Risk Assessment	26
Major Disaster Declarations.....	27
Natural Hazards	28
Hurricanes & Tropical Storms	28
Flooding / Sea Level Rise.....	30
Pandemics	31
Human-Caused or Technological Hazards	31
Terrorism / Cyber-Terrorism.....	31



Hazardous Materials 31

Civil Disturbances..... 32

Mass Migration 32

Climate Change 32

Organization & Staffing..... 33

 Coordination of Municipal emergency response operations 33

 Coordination with private sector emergency operations..... 33

 Normal organization and staffing 33

Concept of Operations 34

 Event recognition and plan activation 34

 Public warning and emergency instruction 35

 Alerting Special Populations 35

 Initial field response actions 35

 Activation of the municipal emergency operations center 37

 Levels of disasters 37

EOC Operations..... 40

 Functions of the Municipal EOC..... 40

 Response Action..... 41

 Emergency Supplies 41

 Emergency Facilities..... 42

 Public information during and after emergencies..... 42

 Deactivation of EOC 43

Recovery..... 43

 Long term recovery operations 45

Communications 46

 Coordination with Broward County..... 46

 Coordination with local, State of Florida and Federal agencies 46

Policies & Protocols..... 47

 Municipal Resources 47

 Direction and Control..... 47

 Continuity of Government..... 47

 Leadership for Management of Municipal Emergency Operations..... 49

 Passage of Emergency Ordinances and Regulations 50



Chain of Command for Town Emergency Operations	50
Financial and Resource Management.....	51
Responsibility for Financial Management Operations.....	51
Pre-disaster Preparations for Financial Management	51
Financial Management Procedures	52
Immediate Actions Needed for Authorization of Emergency Declaration	52
Methods for Emergency Purchases	52
Vendor Invoice Information Requirements	52
Resource Documentation Requirements:.....	52
Documentation of Personnel in Emergency Operations	53
Final Disposition of Financial Documentation	53
Cost Recovery.....	54
Resource Management.....	54
Physical Resources (expendable and non-expendable resources)	54
Resources by Municipal Agency or Municipal Contractor.....	55
Classification of Physical Resources	55
Inventories Accessed and Utilized	55
Private Vendor, Mutual Aid or Volunteer Resources	55
Tracking Procedures for all Resources	55
Protocols for Resources	56
Personnel Resources.....	56
Testing, Training, and Exercises (TT&E)	57
Memoranda of Understanding / Memoranda of Agreements (MOU/MOA)	58
Emergency Support Function 4 (Fire Fighting)	59
Lead Agency	59
Support Agencies (Mutual Aid).....	59
Scope.....	59
Purpose	59
Concept of Operations.....	59
Organization.....	59
Direction & Control	60
ESF 4 Interface	60
Preparation	60



Town of Lauderdale-by-the-Sea
Comprehensive Emergency Management Plan

Response 60

Recovery..... 61



Record of Changes

Periodic changes to the Lauderdale-by-the-Sea CEMP are made upon the identification of plan accuracies, correctness, gaps or issues. Additionally, updates to this plan are made upon the realization, identification, change or creation of requirements, agreements, capabilities or capacities. Upon changes to this plan, a redistribution of the plan is needed and dissemination to key stakeholders and partners, identified by the Town Manager, is documented in the following “Distribution List” table.

Table 1: Record of Changes

Date	Description of Change	Page or Section



Record of Distribution

Upon approval of this plan (new or revised), this record of distribution identifies all plan recipients to serve as an acknowledgment that the recipients have received, reviewed and/or otherwise accepted the plan.

Table 2 Record of Distribution

Position / Title	Department / Location	Date



Approval & Implementation

The Town of Lauderdale-by-the-Sea Comprehensive Emergency Management Plan, completed upon signature by the following authorities, is in full effect and supersedes all previous CEMPs. This CEMP applies to all Town of Lauderdale-by-the-Sea departments, divisions, and staff, and is intended to be flexible and adaptable to meet the needs and requirements of slowly and rapidly evolving incidents and disasters, within the constraints of town capabilities, capacities, and limitations. This CEMP is intended to complement, not supplant, the Broward County CEMP, and related county, state, and Federal emergency plans. Whereas the Town Manager is responsible for managing the CEMP, implementation of this plan is a shared responsibility of all town departments and staff.

_____	_____
Mayor, Town of Lauderdale-by-the-Sea	Date
_____	_____
Town Manager, Lauderdale-by-the-Sea	Date
_____	_____
Fire Chief, Lauderdale-by-the-Sea VFD	Date
_____	_____
Police Captain, Broward Co. Sheriff's Office	Date



Executive Summary

Lauderdale-by-the-Sea is vulnerable to a variety of hazards that threaten its communities, businesses and the environment. The Lauderdale-by-the-Sea Comprehensive Emergency Management Plan (CEMP) establishes the framework Lauderdale-by-the-Sea utilizes to address these hazards. The CEMP outlines the roles and responsibilities of the local government, state and federal agencies and other stake-holder organizations. This Plan coordinates the activities of these groups under the Emergency Support Function (ESF) System with a designated lead agency for a comprehensive approach to planning, response, and recovery from all hazards. The National Incident Management System (NIMS)/Incident Command System (ICS) principles have been incorporated and institutionalized into the County's response management model as illustrated through-out this document and in the policies and procedures of the County's response agencies.

The CEMP outlines the basic strategies, assumptions, operational goals and objectives, and mechanisms through which Lauderdale-by-the-Sea will mobilize resources and conduct activities to guide and support emergency management efforts through preparedness, response, recovery and mitigation. The Plan calls for annual exercises to determine the ability of the Town to respond to emergencies.

Throughout the CEMP volumes, the Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide (CPG) 101 fundamentals and the Whole Community approach strategy are utilized. While CPG 101 provides emergency management professionals with guidance on plan development, the Whole Community approach refers to the collaboration between emergency management and a wide range of county stakeholders to ensure that all are part of the planning process. These community stakeholders include residents, vulnerable populations, organizational and community leaders, faith-based and non-profit organizations, the private sector, and government officials. These groups are regularly engaged and are leveraged in various committee meetings throughout the year.

Great care has been taken to consult with disability organizations as well as the Americans with Disabilities Act of 1990 as amended and the Guidance on Planning for Functional Needs Support Services in General Population Shelters during the plan development processes.

This CEMP outlines the different hazards Lauderdale-by-the-Sea are at risk or vulnerable to. It includes areas such as the concept of operations, direction and control, responsibilities of all agencies and resources mobilized by the town to assist in the preparation, response and recovery from a disaster, the responsibilities of different levels of government, and financial management policies that will be adhered to in an emergency. The CEMP also contains a section that addresses recovery issues to ensure a rapid and orderly implementation of rehabilitation and restoration programs for persons and property affected by a disaster.



Table 3: Lauderdale-by-the-Sea ESF

	Title	Lead Agency
1	Transportation	Broward County Transit
2	Communications	Broward County Sheriff's Office
3	Public Works and Engineering	Public Works Department
4	Firefighting	Lauderdale-by-the-Sea Volunteer Fire Department
6	Mass Care	American Red Cross
8	Health and Medical Services	American Medical Response (AMR) for BLS/ALS
9	Urban Search and Rescue	Lauderdale-by-the-Sea Volunteer Fire Department, USAR
10	Hazardous Materials	BSO Department of Fire & Fort Lauderdale FD
11	Food and Water	American Red Cross
12	Energy	Florida Power & Light
14	Public Information	Conceptual Communications (contract)
15	Volunteers and Donations	Broward County
16	Law Enforcement	Broward County Sheriff's Office
18	Business & Industry	LBTs Chamber of Commerce

Plan Introduction

The CEMP is designed to address “all hazards” that present threats to the town. The magnitude of an incident or disaster governs the approach used in managing an event. It has been noted that the ESF system is very effective when handling both small- and large-scale incidents requiring response and recovery support from local, state and federal governments.

Ensuring the safety of all Lauderdale-by-the-Sea’s residents and visitors is a shared responsibility and effort between first responder agencies, Broward County Office of Emergency Management (OEM) and County government.

State support is governed under Florida Statute, Chapter 252. In turn, the federal government is responsible for support to both the state and local government in accordance with the Robert T. Stafford Act and Title 44 “Emergency Management and Assistance” of the Code of Federal Regulation (CFR).

On March 30, 2011, Presidential Policy Directive 8: National Preparedness (PPD-8) was signed and released by the Office of the President of the United States. PPD-8 and its component policies intend to guide how the nation, from federal, state, and local governments to private citizens, can “strengthen the security and resilience of the United States through systematic preparation for the threats that pose the greatest risk to the security of the nation.” These threats include terrorist acts, cyber-attacks, pandemics and natural disasters. PPD-8 evolves from, and supersedes, Homeland Security Presidential Directive 8. PPD-8 is intended to meet many requirements of Subtitle C of the Post-Katrina Emergency Reform Act of 2006 (P.L. 109-295, 6 U.S.C. §741- 764).

The National Preparedness Goals describes the Nation’s security and resilience posture through the core capabilities utilizing the Whole of Community approach as the foundation. The National Preparedness Goals defines success as:



“A secure and resilient Nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk.”

Using the core capabilities, the National Preparedness Goals are achieved by:

- Preventing, avoiding, or stopping a threatened or an actual act of terrorism.
- Protecting our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigating the loss of life and property by lessening the impact of future disasters.
- Responding quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovering through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

Plan Purpose

The CEMP is intended to provide an organized system of preparedness, response, and recovery by which the Town of Lauderdale-by-the-Sea are guided in their statutory responsibilities in the provision of direction and control during a disaster. This Comprehensive Emergency Management Plan (CEMP) describes the policies, strategies, operational goals and objectives through which the Town of Lauderdale-By-The-Sea (Town) will mobilize resources and conduct response and recovery activities after a large-scale disaster.

This plan details an all-hazards emergency management framework which includes all aspects of prevention, mitigation, preparedness, response, and recovery. The plan establishes municipal policies and protocols under which emergency operations are to be conducted.

It also establishes the organizational system for comprehensive emergency management in compliance with the National Incident Management System (NIMS) as well as Federal, State, and County requirements. The Incident Command System (ICS) is part of NIMS. In ICS, roles and responsibilities for implementing emergency operations are assigned to individuals, agencies and contract organizations. This system is used so that anyone responding to a disaster who is familiar with this system (such as public safety personnel, trained volunteers or National Guard) should be able to seamlessly join the Town’s action, such as response to or recovery from a disaster. Appendix 1 contains the ICS Organization Chart as well as description of the roles and responsibilities associated with each position.

This plan is designed to address all hazards yet shall remain flexible. Under NIMS, policies, operational procedures, and responsibilities may be modified to meet the circumstances surrounding any type of disaster or critical incident.

Scope

Each entity identified herein will utilize this CEMP as the basis for development and maintenance of subordinate plans, response policies, and implementing procedures.



The CEMP covers each level of disaster starting with “incident” and continuing through “minor disaster” then “major disaster” and finally “catastrophic disaster”.

Roles & Responsibilities

Emergency Management Coordinator

The Emergency Management Coordinator (EMC) is responsible for ensuring that Lauderdale-by-the-Sea meets its emergency management commitments under NIMS and as documented in this CEMP. Typically, such responsibilities involve guiding the Town’s emergency preparedness organization, as well as ensuring that the Town’s CEMP and procedures are up to date. The EMC is also responsible for ensuring assigned personnel receive training and participate in exercises, meetings, and activations. When needed, the EMC initiates activation of this plan. The EMC is the point of contact for emergency operations involving the Town.

CEMP Maintenance

The Town Manager is responsible for this CEMP and all subsequent revisions. The Town Manager is responsible for ensuring that this CEMP is maintained, reviewed, and updated. CEMPs must be reviewed and revised at least once every four years. The CEMP was produced through the collaborative efforts of Town staff, in conjunction with County and other municipal agencies, and public and private organizations. The Planning Group that assisted with the development of this CEMP include:

- Town Manager
- All Town Department Directors (Public Works Director, Finance Director, Development Services Director)
- Chief Building Official (contract)
- Police Captain, Broward County Sheriff’s Office
- Fire Chief, Lauderdale-By-The-Sea Volunteer Fire Department
- AMR

HSEEP Compliance & Plan Improvement

The Town of Lauderdale-by-the-Sea conducts tabletop and functional exercises as well as annual full-scale exercises (e.g. Statewide Hurricane Exercise, Radiological Emergency Preparedness Exercises, etc.) to test the responsiveness and capability of the Town. Each exercise will test all or critical portions of the CEMP, including capabilities of equipment and the personnel to operate such equipment. Each exercise is evaluated through interviews of participating partner organizations following the exercise and adopted into an After-Action Report (AAR). Revisions will be made to the appropriate plans based on the AAR findings.

The Town is compliant with the requirements of the Homeland Security Exercise and Evaluation Program (HSEEP) which is a capabilities and performance-based exercise program which provides a standardized policy, methodology, and terminology for exercise design, development, conduct, evaluation, and improvement planning. HSEEP compliance is defined as adherence to specific processes and practices for exercise program management and exercise design, development, conduct, evaluation, and improvement planning. The Town complies with the four HSEEP performance requirements.



These requirements are as follows:

- Conduct an annual Training and Exercise Planning Workshop as part of an Integrated Preparedness Plan.
- Plan and conduct exercises in accordance with the guidelines set forth in HSEEP policy.
- Develop and submit properly formatted After Action Report/Improvement Plans (AAR/IP).
- Track and implement corrective actions identified in the AAR/IP.

Authorities & References

This plan was developed pursuant to the requirements in Florida Statutes 252.38 (Emergency management powers of political subdivisions), which encourages and authorizes municipalities to develop emergency plans which are consistent and coordinated with the emergency planning of the Broward County (County) government.

The Town has adopted and institutionalized the requirements set forth in NIMS (including ICS), Homeland Security Presidential Directive Number 5, and Homeland Security Directive Number 8. The Town meets all requirements set forth in Florida Statutes 252.38(2).

The CEMP establishes uniform policies and procedures consistent with NIMS for the effective coordination of resources to cope with a wide variety of natural, man-made, and technological emergencies. These emergencies may differ in size and severity and might affect the health, safety, or general welfare of the people of the Town. The plan is also in compliance with the Florida Comprehensive Emergency Management Plan,¹ and the Broward County Comprehensive Emergency Management Plan.²

The CEMP references and incorporates standard operating procedures, job aides, and field guides which have been developed by the Town, Broward County and the State of Florida. Procedures are included for the activation, operation and deactivation of the Emergency Operations Center (EOC), the physical location where information and resources are coordinated to provide support during a disaster. The Town Manager, Deputy Town Manager/Public Works Director, Finance Director, and or in their absence, the Police Captain may activate the plan in accordance with the activation procedures.

Town of Lauderdale-by-the-Sea

The Town of Lauderdale-by-the-Sea does not currently have any ordinances for emergency management.

Broward County

- **Broward County Charter, Broward County Commission:** Provides authority to the County Mayor and County Administrator to declare, limit and terminate a state of emergency and implement the County's Emergency Operation's Plan. Permits the adoption of emergency ordinances and resolutions.
- **Administrative Code of Broward County Section 1.11, Broward County Commission: Broward County Administration:** Designates the County Administrator as Chief Executive Officer during major or catastrophic emergencies. Empowers the Administrator to declare a State of

¹ Florida Comprehensive Emergency Management Plan: <http://floridadisaster.org/cemp.htm>

² Broward County Comprehensive Emergency Management Plan: <http://www.broward.org/Emergency/Documents/CEMP.pdf>



Emergency, implement emergency plans, obligate funds and provide for emergency support compensation to unrepresented employees.

- **Administrative Code of Broward County Chapter 21 – Operational Policy, Procurement Code Finance and Administrative Services also known as Procurement Code of Broward County, Broward County Board of County Commissioners:** Provides Broward County a unified purchasing system with centralized responsibility.
- **Administrative Code of Broward County, Florida, Chapters 13 1/2, Floodplain Management:** 30, Special Districts; 34, Water and Sewers; 35, Water Conservation Districts; and 36, Water Resource and Management.
- **Administrative Code of Broward County Chapter 6:** Designates the roles and responsibilities of the Public Works Department and Divisions

State of Florida

- Florida Comprehensive Emergency Management Plan
- Florida Emergency Response Team Mass Migration Annex

The State of Florida emergency management laws are established in Chapter 252, F.S., Emergency Management Act. Other State authorities and references include:

- Chapter 14, F.S., Governor
- Chapter 22, F.S., Emergency Continuity of Government
- Chapter 23, F.S., Florida Mutual Aid Act
- Chapter 154, F.S., Public Health Facilities
- Chapter 161, F.S., Beach and Shore Preservation
- Chapter 187, F.S., State Comprehensive Plan
- Chapter 245, F.S., Disposition of Dead Bodies
- Chapter 381, F.S., Public Health
- Chapter 395, F.S., Hospital Licensing and Regulation
- Chapter 401, F.S., Medical Telecommunications and Transportation
- Chapter 553, F.S., Building Construction Standards
- Chapter 870, F.S., Riots, Affrays, Routs, and Unlawful Assemblies
- Chapter 943, F.S., Domestic Security

Florida Administrative Code

- Chapter 27P-2, 27P-6, 27P-11, 27P-14, 27P-19, 27P-20, and 27P-21 Florida Administrative Code
- Chapter 73C-40, Florida Administrative Code

Executive Orders

- Executive Order No. 80-29, "Disaster Preparedness"
- Executive Order 05-122, State Emergency Response Commission

Federal Government

- Department of Homeland Security Caribbean Mass Migration Framework
- Department of Homeland Security Maritime Migration Plan
- U.S. Coast Guard Maritime Response Operations Plan
- U.S. Coast Guard Southeast Florida Area Maritime Security Plan



- U.S. Coast Guard Operation Vigilant Sentry Plan
- U.S. Coast Guard Southeast Florida Area Contingency Plan

Federal emergency management authorities and references include:

- Public Law 93-288, as amended, 42 U.S.C. 5121, et seq., the Robert T. Stafford Disaster Relief Act and Emergency Assistance Act, provides authority for response and recovery assistance under the Federal Response Plan. This legislation empowers the President to direct any federal agency to utilize its authorities and resources in support of state and local assistance efforts.
- Public Law 81-920, The “Federal Civil Defense Act of 1950;” and
- Executive Order 11795, dated July 11, 1974, as amended by Executive Order 11910, dated April 13, 1976.
- Americans with Disabilities Act of 1990, as Amended.
- Post-Katrina Emergency Management Reform Act of 2006
- Vienna Convention on Consular Relations, Article 37

Plan Adoption and Modification Requirements

Pursuant to the Florida Administrative Code (F.A.C.) 27P-6.010, (8), this plan shall be adopted by resolution of the Town Commission before it becomes the Comprehensive Emergency Management Plan for the Town. Modifications to the plan made between formal approvals by the Town Commission that are not substantive shall be considered administrative updates to the previously approved plan and do not require approval of the Town Commission but must be approved by the Town Manager.

Once adopted, the CEMP shall be made available to the public and distributed to the Planning Group and to the Town Clerk.

In addition, the Town Manager will periodically review emergency management assignments through the ICS structure with the goal of developing each position to a depth of two levels for each vital position.

ADA and Guidelines for Functional Needs Support Services

The Americans with Disabilities Act (ADA) of 1990 is incorporated into Town emergency preparedness plans. This law prohibits discrimination on the basis of disability. A best practice used to effectively address the needs of persons with disabilities or access and functional needs in emergency preparedness plans is establishing a process to pre-identify resources which may be used to fulfill requests from these individuals for reasonable accommodations they may need in emergency situations.

Functional Needs Support Services (FNSS) are defined as services that enable children and adults with or without disabilities who have access and functional needs to maintain their health, safety, and independence in a general population shelter. This may include augmentation of trained medical professionals, durable medical equipment (DME), consumable medical equipment (CME), and reasonable modification to common practices, policies and procedures. Individuals requiring FNSS may have sensory, physical, mental health, cognitive and/or intellectual disabilities affecting their capability to function independently without assistance. Additionally, the elderly, women in the late stages of pregnancy, and individuals requiring communication assistance and bariatric support may also benefit from FNSS.



On July 22, 2004, Executive Order 13347 was issued (Individuals with Disabilities in Emergency Preparedness), directing the federal government to work together with state, local and tribal governments, as well as private organizations, to appropriately address the safety and security needs of people with disabilities. The Stafford Act and Post-Katrina Emergency Management Reform Act (PKEMRA), along with Federal civil rights laws, mandate integration and equal opportunity for people with disabilities in general population shelters.

Lauderdale-by-the-Sea makes every effort to comply with Title II of the Americans with Disabilities Act (ADA) as well as any other applicable laws related to emergency and disaster-related programs, services and activities for individuals with disabilities who have access and functional needs.

Situation & Assumptions

The Town of Lauderdale-By-The-Sea was incorporated in 1947, and the previously unincorporated area north of Pine Avenue was annexed in 2001. It is located along the Atlantic Ocean in Eastern Broward County. According to the United States Census Bureau, the town has a total area of 1.57 square miles. 0.876 square miles of it is land and 0.694 (44.2%) square miles of it is water.

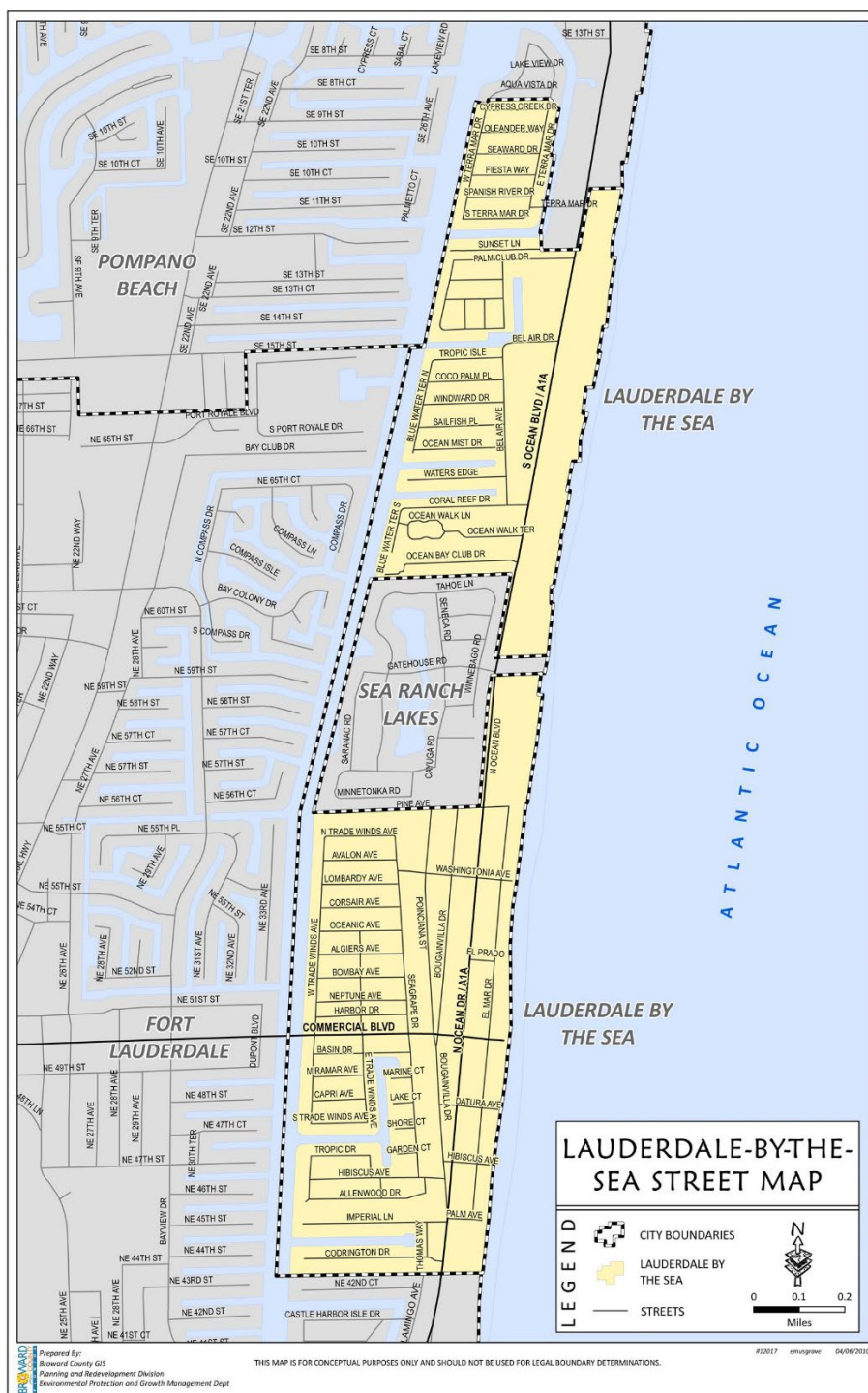
The Town has a year-round population of approximately 6,500 of which close to 40% is over 65 years of age. Of the approximately 7,400 housing units, approximately 54% are occupied year-round, with about 46% occupied seasonally. According to the American Community Survey, the median home value is \$449,000, and median rental monthly cost is \$1,437. The ACS lists 6,897 housing units, with nearly 73.6% having been built earlier than 1979.

The Town borders Fort Lauderdale to the south, Sea Ranch Lakes in the center, and Pompano Beach to the north. The Town is on a long narrow barrier island connected to the mainland by drawbridges that span the Intracoastal Waterway. The southern portion of the Town is centered on the junction of State Road A1A and Commercial Boulevard. The main industry is tourism; the Town has many hotels, motels, and residences used especially during the winter by visitors. At the ocean end of Commercial Boulevard is a long wooden fishing pier and two public plazas.

The Town has the distinction of being almost entirely surrounded by tidal waters – on the west by the Intracoastal Waterway and the east by the Atlantic Ocean. There are several finger canals that extend eastward into the Town from the Intracoastal Waterway. A coastal ridge exists along the eastern side of the Town which forms a drainage divide. Sea Level Rise (SLR) is also of special concern for the Town because it is virtually surrounded by tidally influenced waters.³ Several complaints of flooding were reported at locations with relatively higher elevation such as El Mar Drive and Bougainvillea Drive. These areas include isolated drainage infrastructure with no outlets. There are more severe flooding problems in residential neighborhoods in the western portions of the Town, according to the Stormwater Master Plan from December 2020.

³ Lauderdale-by-the-Sea Stormwater Master Plan Report, December 2020

Figure 1: Map of the Town of Lauderdale-by-the-Sea⁴

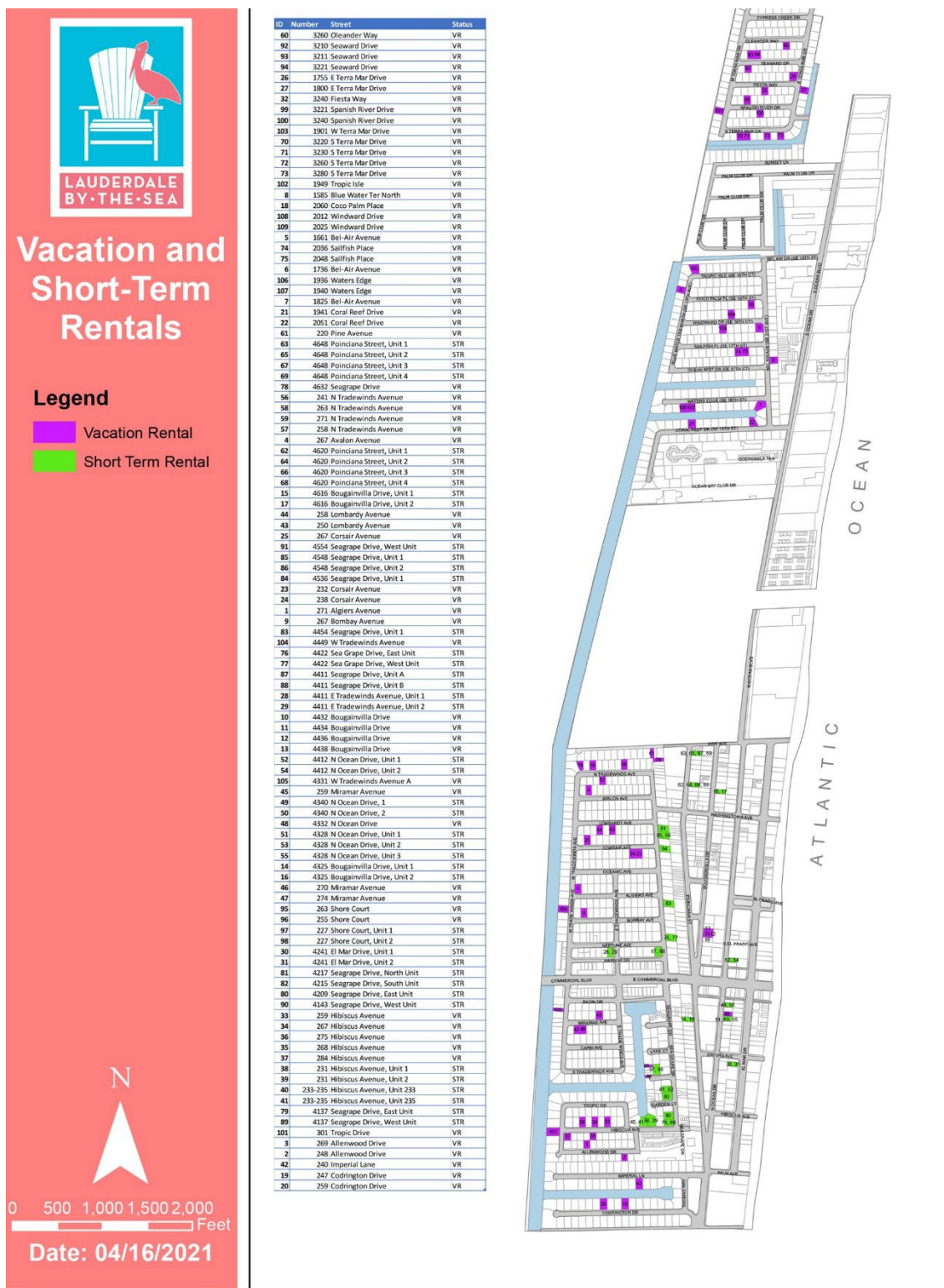


⁴ Lauderdale-by-the-Sea Town Maps: <https://www.lauderdalebythesea-fl.gov/236/Town-Maps>



Town of Lauderdale-by-the-Sea Comprehensive Emergency Management Plan

Figure 2: Lauderdale-by-the-Sea Vacation & Short-Term Rentals Map⁵



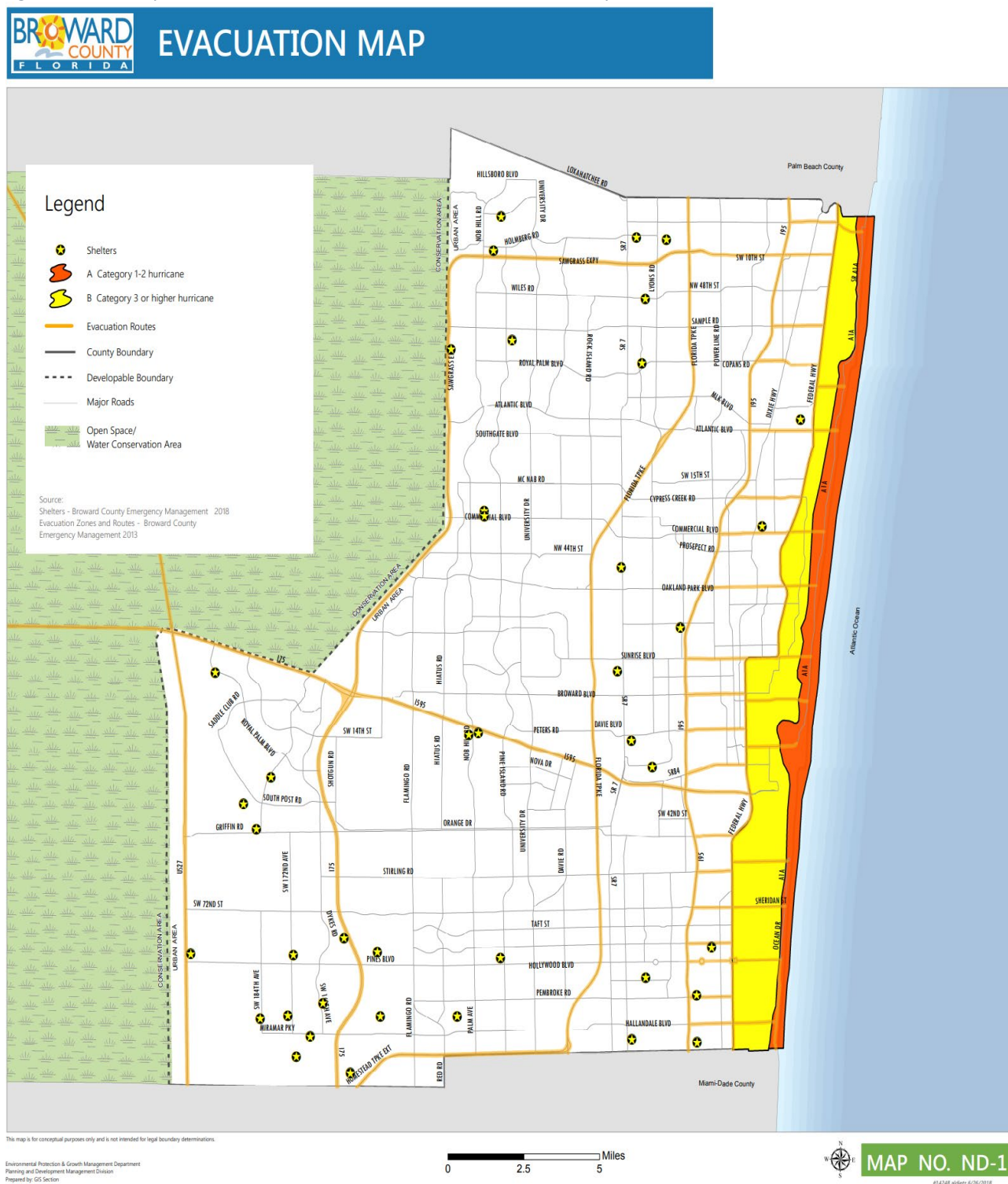
⁵ Lauderdale-by-the-Sea Town Maps: <https://www.lauderdalebythesea-fl.gov/236/Town-Maps>

Figure 3: Evacuation Zones of Broward County⁶



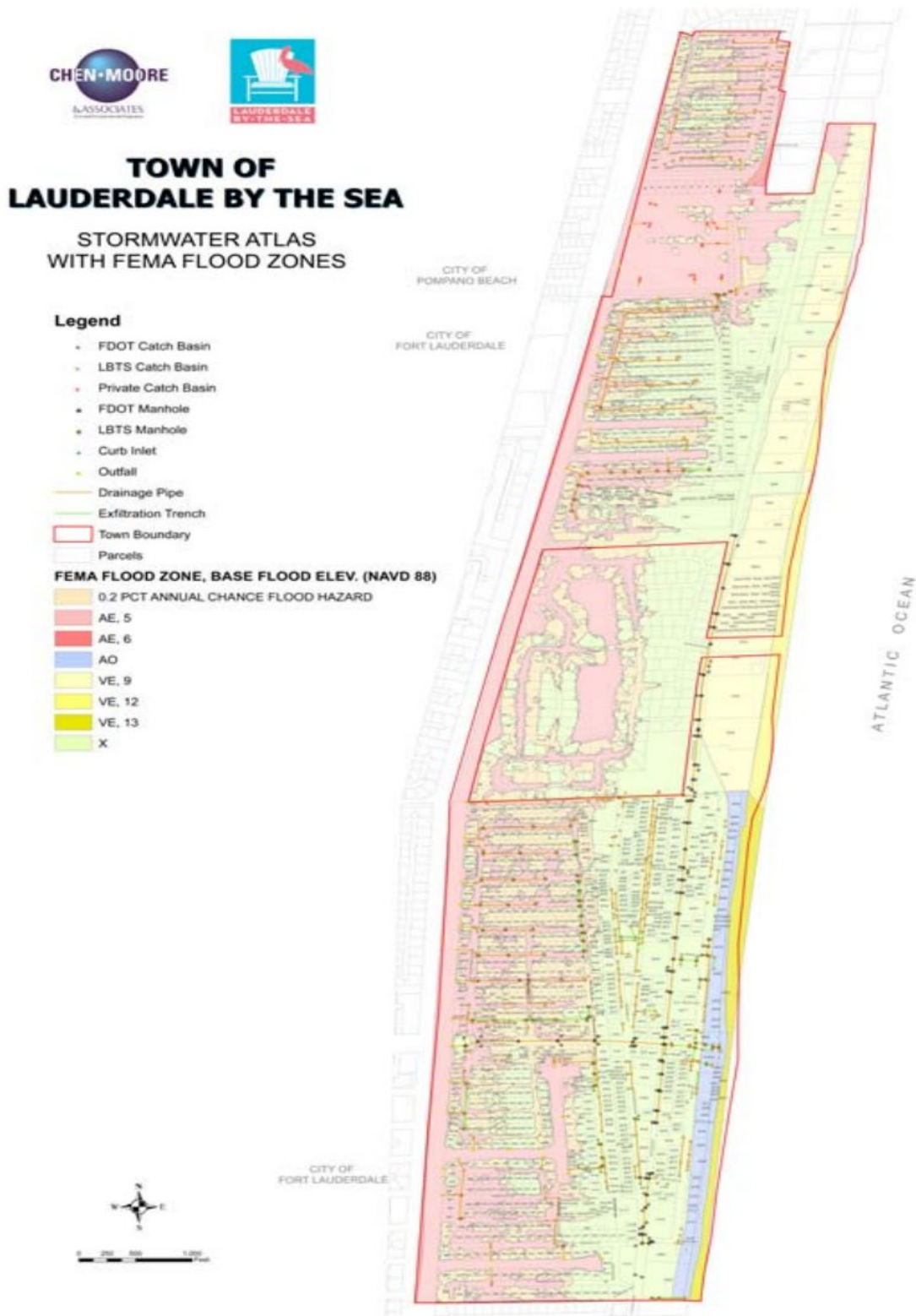
⁶ Broward County, Retrieved on 4/27/2022 from: <https://www.broward.org/Hurricane/Documents/EvacuationADA.pdf>

Figure 4: Mandatory Evacuation Zones and Shelter Locations in Broward County⁷



⁷ Broward County, Retrieved on 4/27/2022 from: <https://www.broward.org/BrowardNext/Documents/maps/ND-1%20Evacuation%20Map.pdf>

Figure 5: Flood Map for Lauderdale-by-the-Sea⁸



⁸ FEMA – NFIP Flood Maps



Table 4: Population Estimates for Lauderdale-by-the-Sea, Broward County, and State of Florida

	2010 Census	2020 Census	Total Change	Percent Change
State of Florida	18,801,310	21,538,187	2,736,877	+14.55%
Broward County	1,748,066	1,944,375	196,309	+11.23%
Lauderdale-by-the-Sea	6,056	6,198	142	+2.34%

Figure 6: Population & People⁹

60.2 +/- 4.2

Median Age in Lauderdale-by-the-Sea town, Florida

42.2 +/- 0.2

Median Age in Florida

Table:
S0101

Table Survey/Program:
2020 American Community
Survey 5-Year Estimates

Under 5 years - 0.9%

Under 18 years - 4.6%

18 years and over - 95.4%

65 years and over - 41.1%

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Chart Survey/Program: 2020 ACS 5-Year Estimates Data Profiles

Figure 7: Language Spoken at Home in Lauderdale-by-the-Sea

26.0% +/- 10.1%

Language Other Than English
Spoken at Home in Lauderdale-
by-the-Sea town, Florida

29.4% +/- 0.1%

Language Other Than English
Spoken at Home in Florida

Table:
S1601

Table Survey/Program:
2020 American Community
Survey 5-Year Estimates

English only - 74.0%

Spanish - 14.9%

Other Indo-European languages - 9.2%

Asian and Pacific Islander languages - 1.3%

Other languages - 0.6%

0% 10% 20% 30% 40% 50% 60% 70% 80%

Chart Survey/Program: 2020 ACS 5-Year Estimates Data Profiles

⁹ U.S. Census Data 2020



The Town of Lauderdale-by-the-Sea has a considerable population of residents over 65 years of age as seen in the following figure.

Figure 8: Older Population in the Town of Lauderdale-by-the-Sea¹⁰

41.1% +/- 7.1%

65 Years and Older in
Lauderdale-by-the-Sea town,
Florida

20.5% +/- 0.1%

65 Years and Older in Florida

Table:
DP05

Table Survey/Program:
2020 American Community
Survey 5-Year Estimates

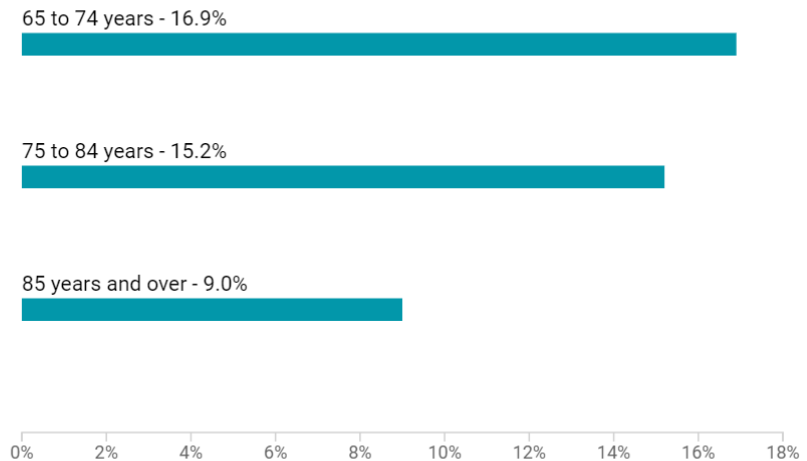


Chart Survey/Program: 2020 ACS 5-Year Estimates Data Profiles

Figure 9: Lauderdale-by-the-Sea Population with Disabilities

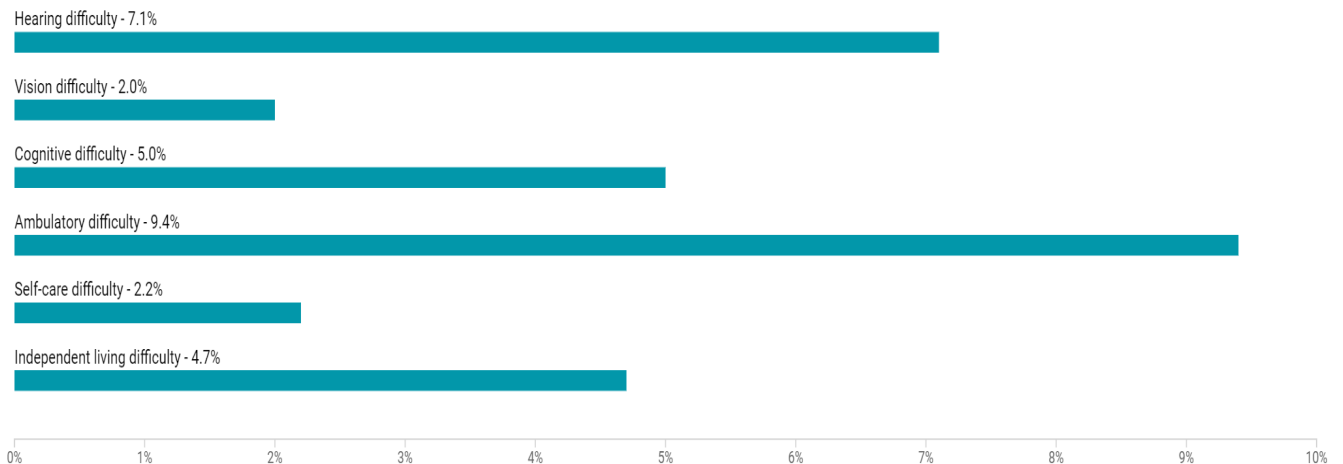


Chart Survey/Program: 2020 ACS 5-Year Estimates Subject Tables

¹⁰ U.S. Census, American Community Survey



Figure 10: Residential Mobility in the Last Year in Lauderdale-by-the-Sea¹¹

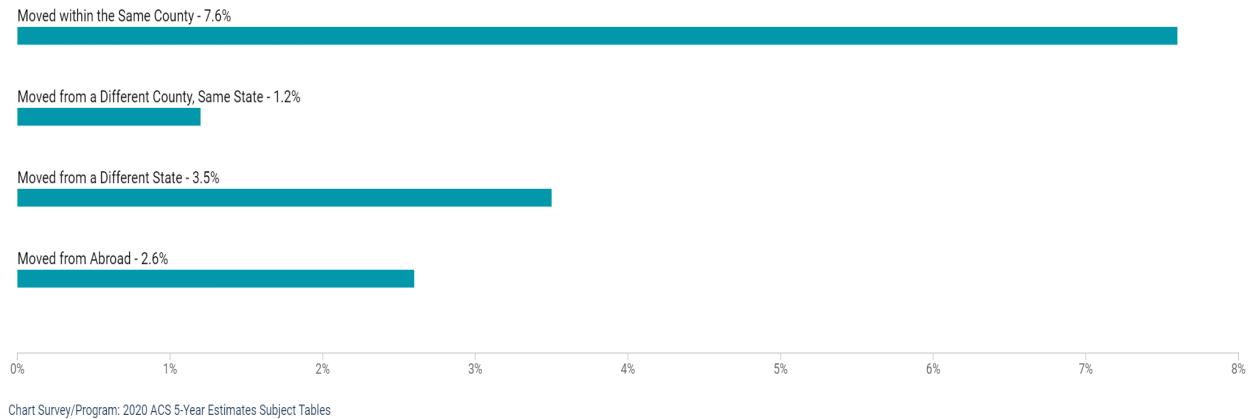


Figure 11: Median Income in Lauderdale-by-the-Sea

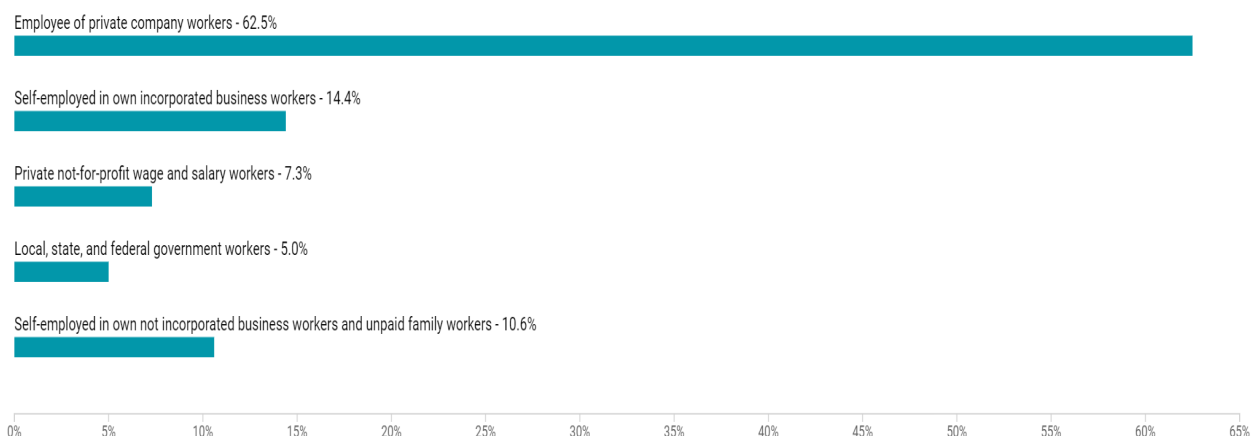
\$69,860 +/- \$10,622

Median Household Income in Lauderdale-by-the-Sea town, Florida

\$57,703 +/- \$269

Median Household Income in Florida

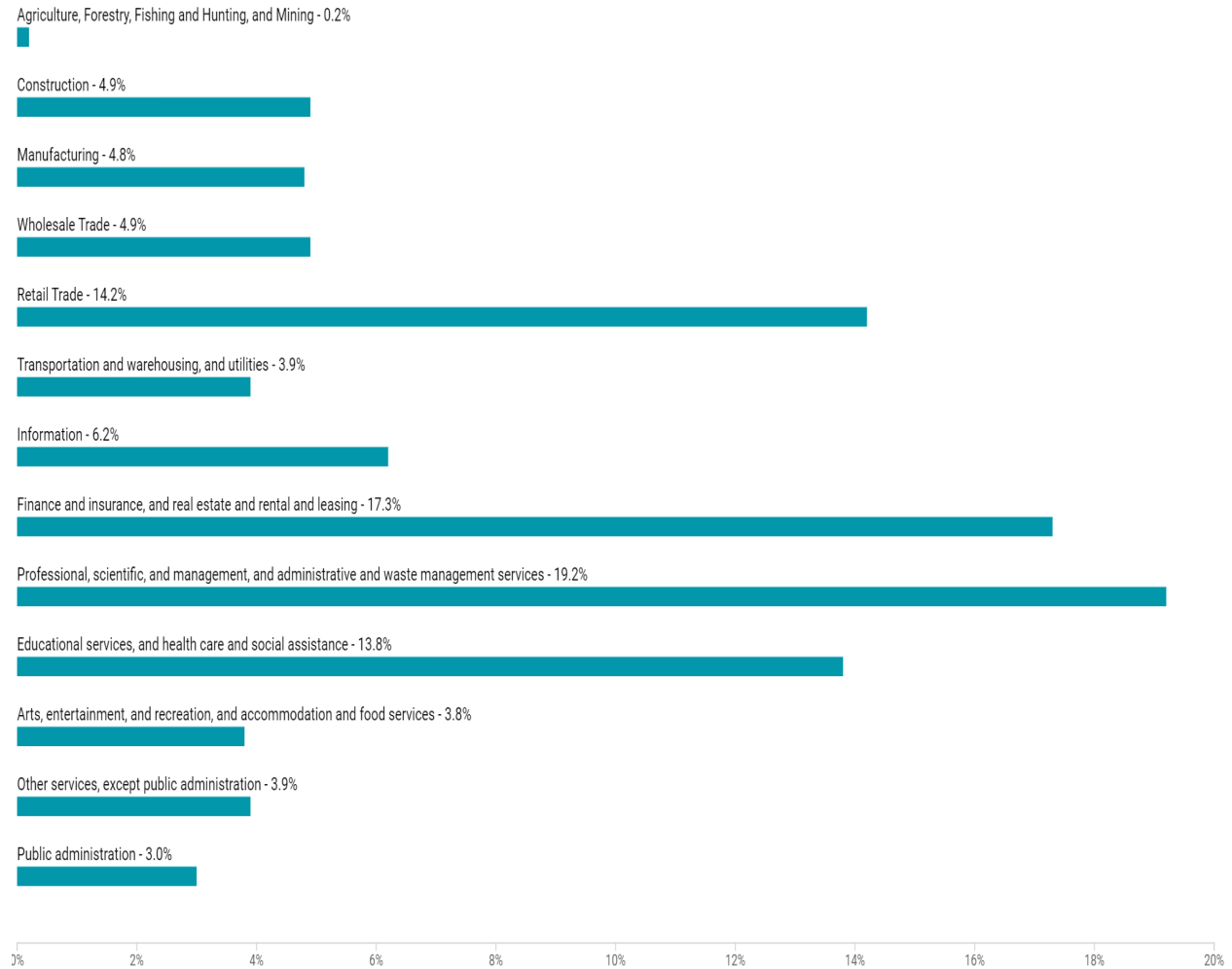
Figure 12: Employment Type of Residents in Lauderdale-by-the-Sea



¹¹ U.S. Census, American Community Survey



Figure 13: Industry of Employed Population of Lauderdale-by-the-Sea¹²



¹² U.S. Census, American Community Survey



Assumptions

Disasters impacting the Town can endanger public safety, damage property, and disrupt community services. The level of impact will vary in location, type and magnitude throughout the Town. This variability necessitates a flexible approach to implementation of the Comprehensive Emergency Management Plan.

The concept of operations outlined in this plan assumes that a major or catastrophic emergency has occurred, or is likely to occur, creating a need for the immediate activation of this plan and mobilization of emergency response resources. Due to the Town's location on the barrier island, damage may be extensive and areas could experience casualties, severe property loss, disruption of normal life support systems, and loss of economic, physical and social infrastructure that severely limits the ability to evacuate or receive assistance. The Town's location on a barrier island also means that Lauderdale-By-The-Sea is in a mandatory evacuation zone for a storm with winds over 74 MPH (a category 1 hurricane). All first responders and Town staff are required to evacuate in advance of a hurricane and cannot return until the storm is over and an all clear is given by first responders.

Local emergency response personnel will also likely be impacted by the disaster and experience casualties and damage to their individual homes and personal property. Town contractors' equipment and offices may also be damaged by the disaster and their employees also affected, which may impede their availability to deliver contracted services.

If the emergency is major or catastrophic in nature, it is assumed that the County will request State assistance and, if necessary, the Governor will request activation of the National Response Plan and Federal resources, coordinated through the Florida Division of Emergency Management and the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA). Assistance will be deployed to the affected areas to provide aid to local governments.

In addition to State and perhaps Federal assistance, the Town may request mutual aid from other jurisdictions and municipalities throughout the region and State. Disaster conditions may require the Town to fulfill emergency response and disaster recovery operations independently and without outside assistance for up to 72 hours following impact of the critical incident or disaster.

Resources in a severe emergency may be inadequate to meet the basic needs of citizens within the Town. Prioritization of resources is based upon life-sustaining needs in accordance with the policies established in the CEMP.

As an example, in a pandemic, protective actions for the public could potentially involve thousands of individuals, and it is assumed the public will attempt to comply with all protective action instructions. Following the impact of a disaster, significant modifications in normal Town department operations will be necessary to assist disaster survivors, restore community services, protect public safety, coordinate debris removal, and similar operations. This may require Town departments to work overtime, employ temporary staff, use alternate facilities, and/or deliver services directly to damaged areas.

Persons with Access and Functional Needs

The Town takes the safety and well-being of all its residents seriously, however, special considerations must be given to those who may be especially vulnerable.



Each of the natural, technological and human-caused hazards noted in the county THIRA is unique and produces distinct impacts to a community. Included in the THIRA is an overview of the social vulnerabilities, physical vulnerabilities, and the community conditions as they relate to each hazard.

- Social vulnerabilities include the demographics of a community and consider the impacts on various groups within the population such as those who may have special health or medical conditions, those who may not speak English as a primary language, those who may have limited financial resources or people who may be homeless.
- Physical vulnerabilities include the built environment including residential and business structures, and infrastructure components such as roads, bridges, and energy and water systems.
- Community conditions include indicators such as economic, social, environmental, governmental, insurance, special properties, and the faith-based community. The network systems of a community that help sustain a community especially after a disaster.

The Broward County THIRA should be referenced for additional information specific to each of the hazards analyzed.

Lauderdale-by-the-Sea (as seen in the Figure above) consists of a large population of residents over the age of 65 (41.1%) as compared to the general population of the State of Florida. The age range of 85 years and older make up 9% of the population of the Town. Special planning considerations is crucial to safely evacuating an older population to safety.

Hazard & Risk Assessment

The Town is vulnerable to a host of hazards which pose a risk to residents, visitors, and property. All hazards which may impact the Town have been considered and those with the highest risk are discussed below and include: hurricanes, tornadoes, flooding, hazardous materials incidents (at a specific location or in transit), civil disturbances and mass migration events, terrorism, and pandemics.

The Planning Group for Lauderdale-by-the-Sea has analyzed hazards threatening the jurisdiction and estimated the risk these hazards pose to the Town. The Town has also estimated the vulnerability of important facilities and systems to the identified hazards. In summary, the potential disaster sources including natural and man-made hazards that threaten the Town and are a basis for the CEMP are listed below in descending order of risk (highest risk to lowest risk).

The Threat and Hazard Identification and Risk Assessment (THIRA) is a three-step risk assessment process that helps communities understand their risks and what they need to do to address those risks by answering the following questions:

- What threats and hazards can affect our community?
- If they occurred, what impacts would those threats and hazards have on our community?
- Based on those impacts, what capabilities should our community have?

The THIRA provides detailed information regarding the natural hazards mentioned below that could impact Lauderdale-by-the-Sea.

- Hurricanes & Tropical Storms



- Tornadoes
- Flooding / Sea Level Rise
- Hazardous Materials Incidents
- Civil Disturbances
- Mass Migration Events
- Terrorism
- Pandemics

Major Disaster Declarations

Major disasters are declared by the President of the United States when the magnitude of a disaster event is of such severity and magnitude that effective response is beyond the capabilities of the State and the local governments. In these cases, eligible applicants may apply for a wide range of federal disaster assistance that include funds for public assistance, individual assistance and hazard mitigation assistance.

From 1965 through 2020, Broward County received 20 presidential disaster declarations as listed in the table below. This listing does not include all federal, state or local emergency declarations issued for smaller, less damaging disaster events that did not warrant a presidential declaration.

Table 5: Presidential Disaster Declarations for Broward County ¹³

Event	Declaration Date	Declaration Number
Hurricane Betsy	09/14/1965	FEMA-209-DR
Freeze	03/15/1971	FEMA-304-DR
Hurricane Andrew	08/24/1992	FEMA-955-DR
Tornadoes, Flooding, High Winds & Tides, Freezing	03/22/1993	FEMA-982-DR
Severe Storms, High Winds, Tornadoes and Flooding	02/20/1998	FEMA-1204-DR
Severe Storms, High Winds, Tornadoes and Flooding	03/09/1998	FEMA-1195-DR
Extreme Fire Hazard	06/18/1998	FEMA-1223-DR
Hurricane Irene	10/20/1999	FEMA-1306-DR
Heavy Rains and Flooding	10/04/2000	FEMA-1345-DR
Severe Freeze	02/06/2001	FEMA-1359-DR
Hurricane Charley and Tropical Storm Bonnie	08/13/2004	FEMA-1539-DR
Hurricane Frances	09/04/2004	FEMA-1545-DR
Hurricane Jeanne	09/26/2004	FEMA-1561-DR
Hurricane Katrina	08/28/2005	FEMA-1602-DR
Hurricane Wilma	10/24/2005	FEMA-1609-DR
TS Fay	08/21/2008	FEMA-3288-DR
Hurricane Matthew	11/04/2016	FEMA-4283-DR
Hurricane Irma	09/10/2017	FEMA-4337-DR
Hurricane Dorian	10/21/2019	FEMA-4468-DR

¹³ Broward County CEMP, Federal Emergency Management Agency



COVID-19	03/25/2020	FEMA-4486-DR
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Natural Hazards

Hurricanes & Tropical Storms

Broward County has experienced 36 hurricanes and tropical storms between 1996 and 2020. The costliest hurricane was Hurricane Frances in 2004, a Category 4 storm causing over \$80 Million in damages in Broward County.¹⁴ The unique location of the Town on a barrier island makes it especially susceptible to hurricanes and requires a mandatory evacuation for any Category 1 or large storms forecasted to hit the Town. Evacuation of town residents may become increasingly more difficult especially if surrounding communities and counties are forecasted to be impacted by the storm.

Florida is one of the most vulnerable areas in the nation to the impact of hurricanes and tropical storms. Hurricane season runs from June 1 through November 30. Primary effects from a hurricane include: loss of life or severe injuries, storm surge, high winds, heavy rainfall, tornadoes, damage to buildings and infrastructure and inland flooding. Additional effects may include the loss of electrical power, fires, fallen trees, flying debris, roof failure, downed power lines and traffic lights, blocked roadways, uninhabitable residences, damaged commercial buildings and government facilities, beach erosion, and disruption of municipal services.

The Town is subject to hurricane storm surge due to its location which greatly increases the potential vulnerability of people, property, and the environment. High winds and flooding pose the greatest hurricane related threat to the Town. These impacts can be widespread affecting people and property in areas far beyond the municipal boundaries. Environmental damage may be significant due to destruction of vegetation, contamination of water systems and vulnerable environments such as saltwater wetlands and turtle nesting areas.

The National Weather Service calculates the probability of hurricane force winds impacting any given year for selected coastal regions but do not appear to evaluate specific cities. Given the evaluation for other coastal cities in South Florida, we estimate the probability of the Town experiencing hurricane force winds to be between 14 and 17 percent in any given year.

Hurricane intensity is measured by the Saffir-Simpson Scale below.

¹⁴National Centers for Environmental Information – Storm Events



Table 6: Saffir-Simpson Scale

Category	Sustained Winds	Types of Damage Due to Hurricane Winds
1	74-95 mph 64-82 kt 119-153 km/h	Very dangerous winds will produce some damage: Well-constructed frame homes could have damage to roof, shingles, vinyl siding and gutters. Large branches of trees will snap, and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days.
2	96-110 mph 83-95 kt 154-177 km/h	Extremely dangerous winds will cause extensive damage: Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks.
3 (major)	111-129 mph 96-112 kt 178-208 km/h	Devastating damage will occur: Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes.
4 (major)	130-156 mph 113-136 kt 209-251 km/h	Catastrophic damage will occur: Well-built framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last weeks to possibly months. Most of the area will be uninhabitable for weeks or months.

From 1954-2018 there were 134 reported tornadoes in Broward County, Florida. There were six tornadoes in 2017, and five in 2016.

The most common, but historically least destructive tornadoes in South Florida are warm season tornadoes. These tornadoes occur from May through August during afternoon thunderstorms with peak activity in June. Tornadoes also occur during hurricane events.

The most destructive tornadoes generally occur between December and April, due to cold fronts from the north colliding with warm tropical air in the south. Nine of the ten most destructive tornadoes in Florida have been cool season tornadoes, occurring during this timeframe.

Broward County on average experiences 2.09 tornadoes each year. All areas of the county are equally exposed to this threat, including the Town and are subject to both vulnerability and maximum threat; however, less than one percent of the population and property values may be impacted by any single tornado event. Within the localized area of tornado touchdowns, people, property, facilities and infrastructure damage can be minimal to severe. Environmental damage may also be significant due to destruction of vegetation and environmentally sensitive areas on the beach, such as damage to sea oats and sand dunes. Tornado intensity is measured on the Fujita scale shown below.

Figure 14: Enhanced Fujita Scale

EF Rating	Wind Speeds	Expected Damage
EF-0	65-85 mph	‘Minor’ damage: shingles blown off or parts of a roof peeled off, damage to gutters/siding, branches broken off trees, shallow rooted trees toppled.  
EF-1	86-110 mph	‘Moderate’ damage: more significant roof damage, windows broken, exterior doors damaged or lost, mobile homes overturned or badly damaged.  
EF-2	111-135 mph	‘Considerable’ damage: roofs torn off well constructed homes, homes shifted off their foundation, mobile homes completely destroyed, large trees snapped or uprooted, cars can be tossed.  
EF-3	136-165 mph	‘Severe’ damage: entire stories of well constructed homes destroyed, significant damage done to large buildings, homes with weak foundations can be blown away, trees begin to lose their bark.  
EF-4	166-200 mph	‘Extreme’ damage: Well constructed homes are leveled, cars are thrown significant distances, top story exterior walls of masonry buildings would likely collapse.  
EF-5	> 200 mph	‘Massive/incredible’ damage: Well constructed homes are swept away, steel-reinforced concrete structures are critically damaged, high-rise buildings sustain severe structural damage, trees are usually completely debarked, stripped of branches and snapped.  

Flooding / Sea Level Rise

The Town of Lauderdale-By-The-Sea is located on a barrier island that is 7 feet above sea level at its highest point and is subject to inland flooding. The Town completed a Stormwater Master Plan in 2020. Since that time, all major drainage issues, like the one identified in the Terra Mar neighborhood, have been addressed. The improvements included the installation of a main storm sewer trunk line on E Terra Mar Drive to help mitigate the flooding that regularly occurs on the island. There are no repetitive loss properties identified by the National Flood Insurance Program in the Town of Lauderdale-By-The-Sea.

Broward County as well as the Town of Lauderdale-by-the-Sea participate in the NFIP program.

The center of the Intercostal Water Way (ICW) forms the western boundary of most of the town, and multiple neighborhoods have canals that connect to the Intracoastal Waterway and are potentially subject to tidal/storm surge. The South Florida Water Management District has installed structures to mitigate the effects of tidal and storm surge in the canals. It shall be standard operating procedure for Town Personnel to inspect all drainage Town wide before, during and after an impending rain event.

The Town lies within Broward County. The FEMA Flood Zone Maps show that the Town has A, AE, AH, AO, VE and X flood zones. According to FEMA:

Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-



chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X.

Pandemics

Pandemics are global in nature. However, they may start anywhere. The Town chose to analyze this hazard given the ongoing COVID-19 pandemic and potential for this kind of event to occur in any location at any time.

All populations should be considered at risk to pandemic. Buildings and infrastructure are not directly impacted by the virus/pathogen but could be indirectly impacted if people are not able to operate and maintain them due to illness. Many buildings may be shutdown, at least temporarily, as a result. Employers may initiate work from home procedures for non-essential workers in order to help stop infection. Commerce activities, and thus the economy, may suffer greatly during this time.

Human-Caused or Technological Hazards

Terrorism / Cyber-Terrorism

State Road A1A runs the entire length of the Town. State Road 870 (SR 870), locally known as Commercial Boulevard, traverses the Town. Both are busy transportation routes carrying passenger vehicles and truck traffic.

There are the normal number of soft-targets in the Town, including shopping plazas, places of worship, and other venues; however, nothing that would be a particularly unique draw beyond the norm for any other town the size of Lauderdale-By-The-Sea.

The potential for agricultural terrorism is nonexistent as there is no agricultural activity within the Town. There are also no water or sewer treatment plants located within the Town's boundaries.

Cyber-attacks could occur anywhere within the Town or Broward County and, indeed, could originate from outside of the county while still having an impact on it. In May 2021, Colonial Pipeline fell victim to a ransomware attack that completely shut down their pipeline. The 5,500-mile Colonial system which runs from Texas to New Jersey carries over 100 million gallons of gasoline, diesel, jet fuel and home heating oil to the East Coast from refineries along the Gulf Coast. It delivers about 45% of the fuel for the East Coast.¹⁵ Ransomware could significantly disrupt or even cripple any municipality, large or small.

Hazardous Materials

Hazardous materials incidents can occur anywhere where there is a road, rail line, port, airport or fixed facility using, storing or manufacturing hazardous materials. A limited number of trucks on Town highways may be carrying hazardous material. Given the extensive network of canals and the Intracoastal Waterway, the Town would be more likely to be adversely impacted in the case of a fuel or oil spill from a boat than by hazardous material spills on the streets of the Town.

Broward County, the State of Florida Division of Emergency Management and Florida Department of Health, Bureau of Radiation Control have plans in place to ensure a rapid and effective response, to provide protective action, recommendations to protect the health and safety of the public should a release occur. Further, the Broward Sheriff's Office and City of Fort Lauderdale Fire-Rescue HazMat

¹⁵ U.S. Department of Energy: <https://www.energy.gov/ceser/colonial-pipeline-cyber-incident>



Teams are trained in the identification and handling of radioactive source material. Pompano Beach trains their Fire Safety staff on Hazardous Materials, they do not have a designated HazMat unit.

The Town of Lauderdale-By-The-Sea is well outside the 50-mile Ingestion Pathway Zone (IPZ) of the St. Lucie Nuclear Power Plant (St Lucie County) and the Turkey Point Nuclear Power Plant (Miami-Dade County). The IPZ represents an area in which the long-term deposition of radioactive material from an incident at the nuclear plant could occur with low-level radioactive contamination of soil, water and vegetation with the risk of ingestion/inhalation of radioactive material by humans.

Civil Disturbances

Broward County has a multi-ethnic population originating from countries with widely divergent political systems, religious beliefs, and educational backgrounds. As with any large metropolitan area with diverse cultures, civil disturbances must be anticipated and expected. The Broward County Sheriff's Office has the primary responsibility for gathering intelligence and maintaining law and order within this arena and maintains the SOP that outlines the coordination and handling of responses to civil disturbances.

Mass Migration

The control of immigration into the United States is the responsibility of the United States Department of Homeland Security (DHS). The Department of Homeland Security has created the OPLAN Vigilant Sentry Plan. OPLAN Vigilant Sentry describes the basic organization and structure by which Homeland Security Task Force – Southeast (HSTF-SE) will deploy resources and direct multi-agency operations to address a potential and full-scale mass migration event. This plan is outlined in the Broward County Mass Migration Plan.

Broward County and surrounding areas has a history of mass immigration from the Caribbean basin, particularly Cuba and Haiti. A large uncontrolled influx of immigrants has the potential of significantly disrupting the social and economic stability in Broward County, and Lauderdale-by-the-Sea by overwhelming the delivery of essential services such as medical response and public safety. Armed violence abroad may also precipitate spontaneous mass immigration to south Florida. While the federal government has the primary responsibility for assuming control of mass immigration emergencies, the Town may have to provide humanitarian effort including: shelter, food, water, medical, and other social services. Broward County's Mass Migration Plan addresses such circumstance and is located in the CEMP.

Climate Change

The projected changes in the climate pose several challenges for Lauderdale-by-the-Sea. Future changes in the climate may exacerbate the frequency and impacts of the hazards previously mentioned. Longer more severe dry seasons coupled with shorter duration wet seasons, consisting of higher volume precipitation, will generate a pattern of drought and flood events that can impact our entire ecosystem. The predictions for climate change are as follows: increased air and ocean temperatures; changes in precipitation with wetter wet seasons and dryer dry seasons; more extreme hot and cold weather events; increased coastal erosion; continuous sea level rise; increased development of tropical diseases in plants, wildlife, and humans; increased strains upon and costs in infrastructure mitigation.



Organization & Staffing

Coordination of Municipal emergency response operations

The Town's coordination of activities at an incident site is the responsibility of the Incident Commander with control of these activities taking place at the Town's Emergency Operations Center. The Town's EOC is in Town Hall at 4501 North Ocean Dr. Lauderdale-by-the-Sea. The Field Operations Incident Commander is responsible for overseeing these activities, will be designated by the Town Manager and will most likely be the Police Captain, the Fire Chief or the Public Works Director, depending on the nature of the incident. The Incident Commander will directly notify the Town Manager of any incident which may potentially meet activation conditions. Upon activation, the Incident Management Team will coordinate actions to provide additional resources to incident scenes, to allocate resources among multiple scenes, and to coordinate municipal operations with other jurisdictions, higher levels of government, and contractors providing disaster support resources. All emergency operations are coordinated in accordance with the principles of NIMS.

During a disaster, there will be emergency operations implemented by Broward County, the State and/or Federal agencies that provide services on a countywide or multi-jurisdictional basis. Such operations include evacuation traffic management, evacuee sheltering, staging area operations, operation of points of distribution, damage assessment, public information, etc. The Town will coordinate closely with the County Emergency Operations Center through deployment of a Town liaison at the County Emergency Operations Center and will support countywide functions for the benefit of the citizens of the Town.

Coordination with private sector emergency operations

In accordance with NIMS, the State CEMP, and Broward County Emergency Management Plan, the Town coordinates primarily through the Broward County Emergency Operations Center to determine the status of public and private utilities as well as other vital private sector service organizations including Emergency Support Functions (ESF) 1 Transportation, ESF 2 Communications, ESF 3 Public Works, ESF 8 Health and Medical Care, and ESF 12 Utilities. The Town's liaison at the Broward County Emergency Operations Center will monitor and coordinate emergency response and recovery activities affecting the Town.

Normal organization and staffing

The Town, by its Charter, has a Commission-Manager form of government. The Town Manager is the Chief Executive and Administrative Officer responsible for the execution and administration of the affairs of the Town. The Town employs approximately thirty-five (35) full time employees.

The Town contracts with public and private service providers, with the following being the primary service providers:

- Building Code Services – C.A.P. Government, Inc.
- Emergency Medical Services - American Medical Response (AMR)
- Fire Protection Services – Lauderdale-By-the Sea Volunteer Fire Rescue (VFD)
- Law Enforcement – Broward Sheriff's Office (BSO)
- Legal – Weiss, Serota, Helfman, Cole, Bierman, P.A.
- Code Enforcement – Calvin, Giordano & Associates, Inc.



- Building Services – CAP Government
- Town Engineer – Jay Flynn, Flynn Engineering
- Solid Waste & Recycling – Waste Pro
- Water Production and Sewage Treatment – City of Fort Lauderdale and City of Pompano Beach
- Debris Removal - Crowder Gulf
- Monitoring Firm - Witt O'Brien's
- Community Center operations – Armilio Bien-Aime
- Parking – Republic Parking Services, Inc.
- Beach Cleaning – Beach Raker

Concept of Operations

The National Incident Management System (NIMS) is a system mandated by Homeland Security Presidential Directive – 5 (HSPD-5) that provides a consistent nationwide approach for Federal, State, local and tribal governments; the private sector and non-governmental organizations (NGOs) to work effectively and efficiently together to prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity. The NIMS indicates the core set of concepts, principles and terminology for interoperability and compatibility between multiple jurisdictions as outlined in the Incident Command System (ICS).

The ICS is designed to enable effective and efficient incident management by integrating the use of facilities, equipment, personnel, procedures and communications operating within a common organizational structure. ICS principles and procedures require the use of common terminology, modular organization, integrated communications, unified command structure, incident action planning, and manageable span of control, as well as pre-designated facilities and comprehensive resource management. The ICS management is structured to facilitate activities in five major functional areas: command, operations, planning, logistics and finance and administration.

Event recognition and plan activation

The State of Florida and the Broward County Warning Point are the central locations for the collection and dissemination of warnings and threats which are monitored at various higher levels of government.

For any event in which advance warning is available, there is an opportunity to prepare the response system and the community members to take protective actions in advance of the disaster.

The Broward County Emergency Management Center is designated as the official Warning Point for the Town of Lauderdale-By-The-Sea. Notifications of watches, warnings, or the occurrence of significant events will be received at the Warning Point through the Broward County Emergency Operations Center. Bulletins and advisories from the National Weather Service are received via the Emergency Satellite Communications (ESATCOM), Weather Service Satellite System, the E911 System, radio, telephone, and municipal Public Safety Answering Points (PSAPs). Town staff will monitor all early warning systems and activate Code Red, warning residents of an impending threat of all hazards including floods. Town staff will also provide early warning and evacuation notices via the Town-owned air siren/audio speaker located on the north side of the fire house. The Town Manager shall also authorize Town personnel to go door to door to notify residents of the impending threat.



The following significant incidents warrant activation of the alert and warning system and notification to the Town Manager:

- Any incident which may require a substantial evacuation and/or relocation of a given area
- Any event posing a potential threat for a mass casualty incident
- Any weather-related watch or warning advisory which threatens life and/or property
- Formation of tropical weather systems that threaten SE Florida
- Any incident which closes or significantly blocks major roadways impacting the Town and/or neighboring communities
- Any large or multiple structure fires
- Any prolonged shutdown of public utilities
- Any event posing a major environmental threat to Lauderdale-by-The-Sea
- Any potential or actual act of terrorism affecting or potentially affecting Lauderdale-By- The-Sea

Public warning and emergency instruction

In the event of an immediate life-threatening situation, the on-site Incident Commander has the authority to direct protective actions including evacuation or shelter-in-place. The on-site Incident Commander may request activation of the Code Red emergency telephone notification system. The on-site Incident Commander will notify the Town Manager of the incident and protective actions taken. The Town Manager may direct the Public Information Officer to warn the public that they are endangered and what action is to be taken.

In the event of advance warning of a potential threat, the Town Manager, in consultation with key staff, will determine the need for protective actions within the Town and coordinate implementation with the Operations Section Chief and Public Information Officer (PIO). In the event that multi-jurisdictional action is required, the Town will coordinate protective action decisions with the impacted jurisdictions and the Broward County EOC.

Residents and visitors to Lauderdale-by-the-Sea will additionally be alerted to events in the Town through a variety of outreach efforts.

- Lauderdale-by-the-Sea website: <https://lauderdalebythesea-fl.gov/>
- CodeRED Sign up: <https://public.coderedweb.com/CNE/en-US/5C03FDCE0684>
- Facebook: <https://www.facebook.com/lbtsgov/>

Alerting Special Populations

The Town, in coordination with AMR, maintains a list of those with Access and Functional Needs. The Town has developed a list of condo managers in CodeRED for rapid dissemination of alerts to those with AFN.

Initial field response actions

The ICS will be used to manage and coordinate field response operations. The incident may be controlled by local emergency responders or with other agencies through the mutual aid system. If the resources available at the field response level are not sufficient to mitigate the situation, the Incident Commander may request, through appropriate channels, that the Emergency Operations Center be activated to support the field operations. The Public Information Officer will develop a press release and



forward it to the Broward County Emergency Operations Center for the Broward County Joint Information Center (JIC) for distribution.

Response to an incident by single discipline agencies (i.e. fire, law enforcement, EMS) will utilize a single Incident Commander within the ICS structure. As the incident progresses to include multiple jurisdictions and disciplines, a Unified Command (UC) will be used to the extent possible, and as deemed necessary.

During a single discipline response to an incident, the first on-scene emergency responder with management responsibilities will take the necessary steps to establish an Incident Command Post (ICP), report a scene size-up, activate the appropriate ICS organizational elements required for incident management, delegate authority within the ICS organizational structure, and develop incident objectives on which subsequent incident action planning will be based.

Once the incident includes multiple disciplines and/or agencies, Unified Command will be activated to ensure all agencies with jurisdictional authority or functional responsibility for any or all aspects of an incident and those able to provide specific resource support, contribute to and participate in the overall incident strategies, objectives, tactical activities and operations, approval, commitment, and use of assigned resources. Unified Command is used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single Incident Action Plan (IAP).

The Incident Commander or designee shall:

Before an incident (or during an incident for sudden onset incidents)

- Verify that the notification of all responding organizations was successfully implemented.
- Ensure full operational capability of the Town's Emergency Operations Center equipment, communication systems, information tracking systems and supplies.
- Verify rosters, equipment and vendor inventory procedures are up to date.
- Establish communication with Broward County Emergency Operations Center, field command posts, emergency organizations, and other activated emergency facilities.
- Deploy liaison to the Broward County Emergency Operations Center and other vital response sites such as staging areas, if appropriate.
- Place additional public and private sector resources and personnel on stand-by.
- Provide staff with folder of forms required to track time and resources during an incident.

During an incident

- Obtain incident status information, potential impact on persons and property, deployed resources and personnel, damaged infrastructure, and other important information.
- Coordinate information with responding units and the Broward County Emergency Operations Center.
- Determine the need and implement procedures to declare a State of Emergency and notify the Broward County Emergency Operations Center.



- Verify all resources are on stand-by to conduct a “rapid impact assessment” to define the impact of the event, prioritize operations and coordinate the information with the County Emergency Operations Center.
- Prepare and distribute an incident action plan (IAP) to prioritize and control the Town’s response operations for the initial operational period. Managing response operations through an IAP is a NIMS requirement.

Activation of the municipal emergency operations center

Numerous conditions may warrant activation of the Emergency Operations Center (EOC) prior to an event, during an event or once an incident has already occurred. The EOC may be activated by the Town Manager or in his/her absence the Acting Town Manager or the BSO Police Captain in charge of the BSO LBTS unit. When an emergency or disaster event threatens the Town and/or the Broward County Emergency Operations Center has been activated, the Town Manager will consider the need to activate the Town EOC and the Town’s CEMP. When the Town Manager (or Acting Town Manager or Police Captain) partially or fully activates its EOC, he or she shall notify the Incident Management Team to respond to the disaster needs of the community.

Depending on the magnitude and complexity of the event, for any level of activation, the Town Manager may, or may direct the Incident Commander to direct personnel to activate and deploy one or more individuals to the Town’s EOC to initiate operations. When determining which elements of the plan to activate, the Town Manager will consider potential resource needs, community impact, and public safety.

Various natural disasters and terrorism threats may allow for advance warning either through monitoring systems or through verbal notification. The Town Manager, in coordination with the public safety organizations, will evaluate the advance threat conditions and determine if Emergency Operations Center activation is warranted.

If multiple scenes are developing throughout the jurisdiction, which cannot be adequately coordinated from a single field command post, the Town Manager may fully or partially activate the Incident Management Team and EOC.

Levels of disasters

According to Florida Statutes 252.34, disasters are classified as follows:



Table 7: Disaster Classification by Florida Statute

Type of Disaster	Description
Minor	A disaster that is likely to be within the response capabilities of local government and results in only minimal need for State or Federal assistance.
Major	A disaster that will likely exceed local capabilities and require a broad range of State and Federal assistance. The Federal Emergency Management Agency will be notified, and potential Federal assistance will be predominantly recovery oriented.
Catastrophic	A disaster that will require massive State and Federal assistance, including immediate military involvement. Federal assistance will involve response as well as recovery needs.



Table 8: Lauderdale-by-the-Sea EOC Activation Levels

Levels	Description
1	Full activation with all positions staffed and functional
2	Partial activation of specific positions within the Town Emergency Operations Center depending on disaster conditions and at the discretion of the Incident Commander
3	Monitoring of the situation and stand-by for higher activations if indicated

The Town EOC may be activated directly at level 2 or level 1. When determining activation levels, the Incident Commander will consider the level of activation of Emergency Operations Centers of adjacent jurisdictions and the Broward County EOC.



EOC Operations

Following notification by the Town Manager that the EOC is to be activated, the on-scene Incident Commander, will mobilize the Town EOC and initiate operations. In all cases, following activation of the Town EOC and mobilization of personnel, the Broward County Warning Point will be informed of the activation by the on-scene Incident Commander.

Upon a decision to implement the CEMP and activate the Town EOC, it will be the responsibility of the Fire Chief, AMR Chief, the BSO Police Captain, and the Town Manager to notify, as indicated by the level of activation, key support staff and contractors who have responsibilities related to emergencies. They are responsible for notification of all necessary personnel in their agency or organization to ensure 24-hour staffing of the EOC. The first planning item to initiate once the decision is made to activate the CEMP/EOC is when can the CEMP/EOC be deactivated, as this is the priority.

Functions of the Municipal EOC

The functions of the Town EOC are to:

- Coordinate and prioritize resource support operations for municipal field units at incident scenes and disaster survivors within the Town.
- Coordinate municipal emergency operations with those conducted by adjacent municipalities, Broward County, the State of Florida, and the Federal government.
- Coordinate the receipt, processing and delivery of public information and emergency instructions relevant to the Town.
- Coordinate the activation, operation, and deactivation of any other emergency facilities established by the municipality. The EOC will also coordinate municipal operations related to emergency facilities activated within the jurisdiction by Broward County, the State of Florida, or the Federal government.
- Monitor and assess an emergency or disaster to anticipate needed response and recovery operations.
- Secure resource support for Town operations at the incident scene from other Town agencies, Broward County, the State of Florida, Federal agencies, and/or adjacent jurisdictions.
- Make policy decisions regarding Town-wide emergency response and disaster recovery operations.
- Plan and prioritize Town-wide response and recovery operations.
- Prepare and issue public information and emergency instruction.
- Maintain communication and coordination with the Broward County EOC, if activated, as well as the Emergency Operations Centers of other municipalities, if activated, and direct Town agency operations accordingly.
- Ensure that appropriate documentation regarding response and recovery operations is maintained by all Town departments.
- Assign a liaison, whenever needed or upon request, to emergency response or disaster recovery facilities activated by Broward County, the State of Florida or Federal agencies for operations affecting the Town.
- Direct or support any other such operations by or within the Town for emergency response or disaster recovery.



The Town will develop and maintain a detailed implementation procedure to guide its operations, and this procedure will define the necessary actions to staff, equip, and operate the EOC, as described below.

Response Action

- Develop and approve the IAP on the schedule established at the beginning of the emergency response or alter as necessary.
- Implement preplanned response actions, such as emergency debris removal from roadways, providing public information, and establishing security for damaged or evacuated neighborhoods.
- Conduct resource management activities in accord with the Financial and Resource Management section to the plan.
- Document ongoing operations, personnel time, and expenditures in accordance with the procedures given in the Financial and Resource Management Section of the plan.
- Provide for municipal representation to the joint preliminary damage assessment process which is conducted cooperatively by local, State and Federal damage assessment teams following a major disaster. If a local disaster, implement the Town's procedures for and responsibility to complete damage assessment.
- Receive and process requests for assistance or support from field command staff or other organizational units with the Town's EOC.
- Maintain a continuing process of information exchange regarding the event, its impacts, and the status of response organizations.
- Maintain continuing flow of accurate, consistent and timely public information.
- Coordinate activities with adjacent jurisdictions, the Town EOC and the Broward County EOC, if activated, including filing of a situation report with the Broward County EOC as requested.
- Identify the point in time when emergency operations will be considered complete, and the demobilization and deactivation process can be initiated.
- Cooperate with the implementation of multi-jurisdiction protective orders including curfews, public health actions, and immunizations.

Emergency Supplies

The Broward County EOC is responsible for coordinating the response to unmet needs. The process to meet the identified needs is first to provide the basics of food, shelter, and clothing. The other needs are evaluated as to fairness, ability to provide service to all who need it, cost, alternative means to meet the need, and so forth. Life-safety issues always take precedence.

Broward County ESF 6 and ESF 15 are responsible for the delivery and provision of supplies and services (food, water, shelter, and clothing) to residents. The Town EOC will support these efforts by identifying volunteers and donations from area businesses to meet the needs of the residents.

The American Red Cross conducts door-to-door assessments of the areas affected by the event to identify residents' unmet needs. Other unmet needs reported to the Town EOC or to local law enforcement should be tracked and forwarded to ESF 6 and the American Red Cross.



Emergency Facilities

Points of Distribution

The Town may operate a Point of Distribution (POD) at a location determined by the Town Manager/Incident Commander. The POD will provide life-sustaining emergency relief supplies including but not limited to food, water, ice, and tarps to the residents of Lauderdale-By-The-Sea who are impacted by a major disaster and widespread utility outages. The POD and all emergency response operations will be managed in compliance with Broward County standards and NIMS. The following locations have been identified as potential locations of PODs:

- **El Prado Parking Lot 4500 El Mar Dr. Lauderdale-by-the-Sea, FL**
- **Friedt Park 4501 Bougainvillea Dr. Lauderdale-by-the-Sea, FL**

Evacuation Shelters

The Town of Lauderdale-By-The-Sea is located within a hurricane evacuation zone and has many residential structures which would be vulnerable to high winds. The number of residents, therefore, seeking public shelter during a hurricane event is likely to be high. Shelters will be designated by Broward County once evacuation orders of the barrier islands have been issued. A list of shelters can be viewed here: <https://www.broward.org/Hurricane/Pages/Shelters.aspx>

Special Needs Shelters for those with medical conditions but do not require hospitalization should register by calling The Broward County Vulnerable Population Registry at: **954-831-3902**.

Staging Area

Should a large amount of response resources require temporary staging, the Town Manager will consult with the Municipal Services Director to choose an available area. Command and control over the Staging Area will be the responsibility of the assigned Staging Area Manager. Traffic responsibilities within the Staging Area shall be under the direction of the Police Captain or his designee. The following locations have been identified as potential re-unification and staging areas:

- **Jarvis Hall 4505 N Ocean Dr. Lauderdale-by-the-Sea, FL**
- **Assumption Church 2001 S Ocean Blvd. Lauderdale-by-the-Sea, FL**

Public information during and after emergencies

The Town and/or Broward County will provide public information and education to enhance the level of preparedness of the residents of the Town. The goal of the public education campaign is to ensure that residents and their families can be self-reliant with necessary supplies and provisions for at least 3 days or more. The Town participates in and supports Broward County's public information and education programs.

The Joint Information System (JIS) provides the mechanism for integrating public information activities among Joint Information Centers (JIC), across jurisdictions, and with private-sector and non-governmental organizations. The County has implemented and institutionalized processes, procedures, and plans for its JIS when the EOC is activated; the Public Information Officer will coordinate with the County Incident Command. When the County JIC is in operation, it serves as the central point of public



information collection and dissemination. The JIC functions as part of the Command in the EOC and will coordinate the release of non-operational information.

Depending on the incident, representatives from each jurisdiction, agency, private sector organization, and non-governmental organization involved in incident management activities will be invited to participate in the County JIC. Communication within the JIC will be accomplished via the Emergency Alert System, radio, cable override, television, fax, Internet, telephone, or any other means available. When the JIC is activated, the Public Information Officer will notify media outlets that media inquiries may be directed to the County JIC, and that the County JIC will be releasing media updates on a routine basis and when noteworthy events take place. Members of the media are not allowed access to the County EOC or Town EOC.

Deactivation of EOC

It is the responsibility of the Incident Commander to manage downscaling and/or deactivating the EOC. The decision to downscale or deactivate will be coordinated with the general staff and the Command staff.

- Personnel will be notified of a reduced activation level or deactivation at the earliest convenient time, but preferably this decision will be incorporated during the Incident Action Planning process for the next operational period.
- The Operations Section Chief is responsible for notifying all EOC personnel of the change in staffing requirements and operational hours.
- The Operations Section Chief will also notify the field Incident Commanders, Broward County EOC, and neighboring jurisdictions.
- The Finance Section Chief will ensure that all documentation regarding operations, personnel time, and emergency expenditures is complete and obtained from all response personnel.
- The Logistics Section Chief will ensure that all equipment and supplies are demobilized and tracked until they reach their final destination.
- The Planning Section Chief will ensure that all documentation has been stored, that all tracking documents and databases are properly duplicated and stored, and that an after-action critique is scheduled, conducted, and an after-action report is prepared.
- The Incident Commander should evaluate the need for incident stress debriefing for all personnel and coordinate with the Broward County EOC for Critical Incident Stress Debriefing counseling services.

Recovery

The Town is dedicated to returning the community to pre-disaster conditions or better. The Town will coordinate and cooperate with County, State and Federal agencies to obtain the necessary support to implement mitigation measures to protect and preserve lives and property of the Town. This recovery phase occurs simultaneously with the response phase but can also extend beyond it. As the EOC is phased out, it can transform into a Recovery Operations Center (ROC).

The transition from response activities to recovery may not be clear. The return to an evacuated area may be an extended period of time due to:

- Uninhabitable conditions – caused by lingering hazards, flooding or building collapse



- Lack of access or essential services - such as blocked roadways, lack of water, sewer, or electricity.

Agencies responsible for recovery functions must be activated and ready to perform assigned functions before the response phase is finished. There is a marked difference in the action required during the initial or short-term recovery phase, and the extended or long-term recovery phase. The different phases occur simultaneously throughout the community. Some neighborhoods functioning normally; others struggle through the short-term recovery phase, due to a lack of essential services. Simultaneously, other neighborhoods address long-term recovery projects, such as road rebuilding and repair.

As first responders are engaged in life-safety missions, the recovery staff will be planning for short-term and long-term recovery activities. Once the life-threatening response activities have been completed and the threat to the Town has diminished, recovery activities become the primary focus of emergency management.

The Town Incident Management Team will coordinate recovery and disaster assistance efforts within the Town and is responsible for gathering the assessed needs of the community and coordinating with other agencies and organizations to meet those needs. The Town of Lauderdale- By-The-Sea Recovery Plan details the recovery roles and responsibilities within the Town. The Town Manager/Incident Commander is the point of contact for the beginning of the recovery process for County, State and Federal agencies.

The Town utilizes the Code Red Emergency Notification System for emergency notifications. This system allows a recorded message to be delivered to phones associated with all or targeted areas of the Town in case of an emergency situation that requires immediate action (such as a boil-water notice, missing child or evacuation). The system is capable of dialing 50,000 phone numbers per hour. It then delivers the recorded message to a live person or an answering machine, making three attempts to connect to any number.

Recovery activities will require continued coordination even after the EOC deactivates. Based on this the Emergency Management Director may request that one or more RSFs be activated to coordinate their activities through the ROC.

This center is activated following the deactivation of the EOC. Depending on the size and complexity of the disaster the ROC will operate virtually or as a fixed facility. The ROC provides the ability for recovery organizations to engage in uninterrupted integrated planning, and long-term coordination of resources and personnel while maintaining centralized control of post-disaster redevelopment operations.

Recovery operations consist of short-term and long-term recovery activities. Activities which may be implemented in the short-term recovery period are:

- FEMA required damage assessment
- Emergency debris removal to open at least one lane of traffic for all roads
- Restoration of utility services including power, water, and sewer services
- Restoration of critical infrastructure and critical facilities
- Re-supply of fuel
- Installation of emergency generators at critical facilities



- In coordination with the County EOC, identify facilities within the Town which may be utilized for response and recovery operations such as Disaster Recovery Centers, storage sites, temporary housing sites, Points of Distribution, etc.
- Evaluate the need for long-term housing within the community and coordinate with County, State, and Federal officials to meet the survivor housing needs
- Evaluate critical infrastructure and structures which may be eligible for hazard mitigation funding
- Evaluate unmet needs among the survivors in the community
- Support outreach efforts to publicize the availability of Federal disaster funding including Individual Assistance and Small Business Administration (SBA) loans

The Town may choose to activate the Code Red Emergency Notification System to transmit vital recovery information to residents.

Long term recovery operations

The goal of long-term recovery is to restore the Town to pre-disaster conditions. Long-term recovery may extend for months or years based upon the severity and magnitude of the disaster. Generally, management during the immediate recovery period will be conducted from the Town's EOC. Long-term recovery will be coordinated by the Town Manager with each agency in its normal environment and/or field command centers as conditions warrant.

In the aftermath of a large-scale disaster, the Town may consider a number of planning, engineering, and economic development solutions to address long-term recovery needs. This may include the National Disaster Recovery Framework. The National Disaster Recovery Framework (NDRF) provides guidance that enables effective recovery by defining recommended roles, responsibility, coordination and planning among Federal, States, Local, Tribal and Territorial jurisdictions. It also focuses on how best to restore, redevelop and revitalize the health, social, physical, economic, natural and environmental fabric of the community and build a more resilient Nation.

The methods used to provide recovery information to the public are media releases and press conferences (to television, radio and newspaper) through the County Joint Information Center, Town, County and American Red Cross web sites, the Disaster Recovery Centers, community bulletin boards, community forums and Town meetings. The Town will not offer disaster financial assistance programs in the aftermath of events that do not receive presidential or gubernatorial declarations or those that qualify for Federal disaster assistance.

Public Assistance

Upon receiving a Public Assistance declaration, the agencies responsible for pursuing reimbursement will provide detailed expenditure reports and manage the grant funding according to the requirements established through FEMA. The Town may employ temporary staff to manage grants. The Town Manager, or designee, using the telephone, cell phone, 800 MHz Radio, e-mail, and personal contact, will handle the coordination of the public assistance for the Town with the support of engineers, administrative assistants, general staff, and contractors.

Community Relations



The Town's Emergency Management Coordinator (EMC) will attend and participate in the Broward County Emergency Coordinating Council (ECC) and serve as point of contact for the ECC and attend bi-monthly meetings.

Communications

In accordance with NIMS and Florida Statutes Chapter 252, the Town will coordinate emergency operations with the Broward County EOC and neighboring jurisdictions as necessary. The Town will deploy a liaison to represent the Town at the Broward County EOC during a critical incident or disaster. During the event, the Town liaison will communicate with the Town primarily by telephone, cell phones, e-mail and satellite communications.

Coordination with Broward County

The Town understands the vital importance of maintaining clear communication with the County before, during, and after a disaster event. It will be the responsibility of the first responder community (fire, police, emergency medical) through the dispatch center to notify the Town Manager of unusual events requiring additional mutual aid.

The Town will notify the County Warning Point of emergencies in the Town and especially if the Town has an event that requires it to activate its emergency plan and emergency organization.

The Town will maintain a liaison representative in the County EOC when it is activated for an emergency involving the Town. The Town EOC will coordinate all information requests between the County EOC and the Town through that liaison. This communication may occur by telephone, cell phone, satellite phone, email, and personal communication.

The Town liaison will also notify the Town EOC of scheduled conference calls and ensure that the Town Manager/Incident Commander are aware of all County sponsored conference calls so they may participate in them.

The Town will route all media releases through the County Joint Information Center to ensure regional consistency. The Town EOC will forward all municipal Incident Action Plans and Situation Reports to the County EOC for informational purposes. The Town of Lauderdale-by-the-Sea also maintains a Crisis Communications Plan available online on the Town's website, and a hardcopy located with the Town Clerk.

Coordination with local, State of Florida and Federal agencies

The Town's EOC will coordinate with field response and recovery sites such as the points of distribution and the staging areas by cell phone and/or the Broward County 800 MHz radio system or Town VHF radio frequency. In the event that all communications are inoperable due to disaster impact, the Town is prepared to continue communications via satellite phones or other means.

Calls to the telephones located at Town Hall are transferred to the Town's EOC during activation. The Town and Broward County own and maintain separate phone systems at the EOC.

The Town EOC will coordinate all initial communications with higher levels of government through the County EOC until such time as it is logical for direct communications to occur. Direct communications with FEMA may occur during the joint damage assessment process, with community outreach team



members within the Town, and once the Town becomes engaged in the financial reimbursement process. At this time, the Town will coordinate directly with the State and Federal Recovery agencies.

The Police Captain and Fire Chief have access to the 800 MHz radio system. A representative of the Town will be in the EOC whenever it is activated to provide ongoing communications with the Broward County Dispatch.

During the disaster event, the main level of field communications will be the SunTalk Radio System and 800 MHz system.

Satellite phones are issued to key personnel to utilize in case of cellular failure. The following staff are customarily provided with satellite phones:

- BSO Capt.

Policies & Protocols

Municipal Resources

The Town has limited resources and facilities. During a disaster the use of Town facilities, personnel, equipment, and supplies will be consistent with the policies, protocols and operational concepts defined in this plan. The Town shall exhaust all locally available resources prior to requesting emergency assistance from other jurisdictions or higher levels of government. This includes the use of resources available through existing mutual aid agreements and pre-emergency contracts with other outside organizations.

Direction and Control

The Town Charter states that the form of government in the Town is the “Commissioner-Manager Plan.” The Town Manager is the executive and administrative head of the Town, appointed by and answerable to the elected Town Commission. As such, the Town Manager has responsibility for direction of all Town employees and departments and administers Town contracts. In an emergency, the Town Manager shall serve as the Incident Commander with the authority to undertake whatever actions necessary to protect lives, property and to delegate executive authority for all or some emergency operations. The Town’s purchasing policy contains special procurement policies which provide for enhanced purchasing authority to the Town Manager that can be exercised in emergency conditions.

In addition, in recognition that emergency conditions might make it difficult for the Town Commission to convene, Article V. Sec. 5.2 paragraph (4) of the Town Charter provides that “The Mayor-Commissioner may govern the Town, by proclamation, under the direction of the Town Commission, during times of grave public danger or emergency, and the Town Commission shall be the judge of what constitutes such public danger or emergency.” This is interpreted to mean the Mayor may act in the place of the Town Commission by proclamation during times of grave public danger or emergency, but the Town Commission may meet and determine whether such conditions exist or not.

Continuity of Government

During the absence or disability of the Town Manager, the Deputy Town Manager / Public Works Director shall execute the Town Manager's emergency powers.



The Town Manager may order special, temporary personnel assignments that require individuals to work outside their regular department or job classifications. The Town Manager may also call upon contractors to assist with preparations for and response and services during and/or after the emergency.

All appointments and work assignments in an emergency situation shall be documented. Department Directors will submit a complete emergency operational plan as to staffing allocation, equipment distribution, and other emergency related needs as requested by the Office of Emergency Management.

The lines of succession for the Town Manager's emergency powers under this Emergency Operations Plan shall be as follows:

- Deputy Town Manager / Public Works Director
- Finance Director
- Development Services Director

The Town Manager may order special, temporary personnel assignments that require individuals to work outside their regular department or job classifications. The Town Manager may also call upon contractors to assist with preparations for and response and services during and/or after the emergency.

All appointments and work assignments in an emergency situation shall be documented. Department Directors will submit a complete emergency operational plan as to staffing allocation, equipment distribution, and other emergency related needs as requested by the Office of Emergency Management.

In accordance with the Town Charter, the line of succession for the Mayor due to absence, disqualification or death are as follows:

- Vice-Mayor
- Any member of the Town Commission designated by the Town Commission to act as Mayor Pro-Tem for purposes of presiding over a Town Commission meeting.

If the Mayor is incapacitated and circumstances are such (widespread disaster) that the Town Commission cannot meet and act, the Governor may appoint a temporary replacement for the Mayor.

The lines of succession for each Town department and agency head shall be in accordance with the Continuity of Operations Plan (COOP) as stated in this plan.

A catastrophic disaster could disrupt the ability to maintain the continuity of municipal government for a period of time. If a disaster or critical incident or event so severely impacts the Town, the following municipal officials must make the determination that they are unable to maintain minimum continuity of government for a limited period of time:

1. The Town Commission as the official elected body of the Town of Lauderdale-By-The- Sea.
2. In the absence of the Town Commission or in the event that the Town Commission cannot convene, the Mayor may assume the decision-making authority.
3. In the absence of both a majority of the Town Commission and the Mayor, the Town Manager may determine that the municipal government cannot be sustained for a limited period of time.



If a non-sustainability determination is made, then the Town may request that Broward County Board of County Commissioners temporarily assume all local governmental responsibilities in accord with the laws of the State of Florida. This transfer of responsibility will occur within the designated timeframe only and shall be re-evaluated upon termination of the designated timeframe.

In the event Broward County representatives cannot establish communication with the municipality within 18 hours following a catastrophic event to confirm the continuity of municipal government, the County will assume local governance until requested by the Town to return control to Town officials

Leadership for Management of Municipal Emergency Operations

Due to the time-sensitive constraints of life-safety decisions during times of emergencies, it is essential that decision making authority be clearly defined.

Pursuant to the authorities granted to incorporated municipalities under Chapter 252, Florida Statutes, a Declaration of Local State of Emergency may be issued due to known or anticipated conditions affecting the Town, including, but not limited to the following:

- An incident occurs within the municipal boundaries and resource requirements extend beyond normal response capability.
- Protection of the health and safety of large numbers of people will require protective actions including, but not limited to: voluntary or mandatory evacuation, sheltering-in- place procedures for large areas of the Town, quarantine or isolation of a significant number of contaminated or infected individuals, and/or distribution of pharmaceuticals for mandatory public use.
- It is determined that emergency ordinances or regulations need to be promulgated by the Town, including imposition of a curfew and/or temporary prohibition on public entry to damaged parts of the Town.
- Declaration of a State of Emergency or Disaster by higher levels of government for an area encompassing or adjacent to the Town.

Under Chapter 252.38(3) (a) 5 of Florida Statutes, “the duration of each state of emergency declared locally is limited to 7 days; it may be extended, as necessary, in 7-day increments. Further, the political subdivision has the power and authority to waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community.

- Entering into contracts.
- Incurring obligations.
- Employment of permanent and temporary workers.
- Utilization of volunteer workers.
- Rental of equipment.
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
- Appropriation and expenditure of public funds.



When the circumstances warrant, the Mayor shall issue a Declaration of Public Emergency. In his or her absence or incapacity, the Vice Mayor shall issue such a Declaration. In the event neither the Mayor nor the Vice Mayor is available, the Town Manager may issue such a declaration. Such a declaration is NOT necessary, however, for the Town Manager to activate the EOC.

In all cases, as soon as possible after the Declaration, the Town Manager will notify Broward County officials and the State of Florida of the executed Declaration.

The Broward County Board of County Commissioners, the Governor of the State of Florida, and the President of the United States may also declare a State of Emergency for areas which may include Lauderdale-By-The-Sea and other geographic areas. These States of Emergency may impact the Town. When any of these levels of government declare a State of Emergency which includes Lauderdale-By-The-Sea, the Town will also declare a State of Emergency to legally indicate that the Town is activating its Comprehensive Emergency Management Plan and employing all emergency powers necessary to protect the safety of its citizens and property.

The Town may order mandatory evacuations, sheltering-in-place, quarantines, curfews, and other protective actions when public safety is threatened by a natural, technological, or man-made disaster event within the boundaries of the Town. Broward County and the State of Florida may also order mandatory evacuations, quarantines, isolation orders, and establish curfews in compliance with laws and regulations. In consultation with the County EOC, and the Police and Fire Departments, the appropriate instructions will be disseminated to the public.

The Town Manager will direct activation of the Town's EOC, and its subsequent operations, and will approve the incident action plans for the Town. The Town Manager shall serve as the Incident Commander. The Town's emergency operations will be conducted in accordance with the approved Incident Action Plan applicable to the current incident action period. The Town's on- scene Incident Command staff will have responsibility for management and supervision of all on- site operations.

Passage of Emergency Ordinances and Regulations

As indicated by the conditions following the Declaration of a Local State of Disaster by the Town, it may be necessary to promulgate temporary emergency ordinances or regulations. Promulgation of emergency ordinances will be done in accordance with local and State statutes.

Chain of Command for Town Emergency Operations

In accordance with NIMS, the Incident Commander of the Town at the EOC is in command and control of all operational activities associated with the disaster. On-scene Incident Command staff at any field disaster site such as Staging Areas and Points of Distribution (POD's) is under the direct command of the Incident Commander at the EOC. On-scene Incident Command staff will direct on-site operations in accordance with NIMS and the Incident Action Plan approved by the Incident Commander at the Town's EOC.

The Town and all supporting response agencies may establish a staging area a designated area that will function under the control of the Town's EOC and will provide support and services to all on- scene incident management teams. The Staging Area Manager will direct on-site operations in accordance with NIMS and continue to implement operations in accordance with the Incident Action Plan approved by the Incident Commander at the Town's EOC.



Other locations and facilities established by the Town will be under the direction of the Incident Commander at the Town EOC. All separate operational facilities and locations will utilize ICS for management of operations.

Financial and Resource Management

The purpose of this section is to establish guidelines and assign responsibilities to support the emergency payroll and procurement of goods and services needed by various departments in this program. During a critical incident or disaster, pursuant to the authorities granted to incorporated municipalities under Chapter 252, Florida Statutes a Declaration of Local State of Emergency may be issued. The processes and procedures will be compliant with Broward County, the State of Florida and the Federal government requirements to facilitate maximum opportunity for Federal disaster reimbursement under the Stafford Act.

Responsibility for Financial Management Operations

The Chief of the Finance and Administrative Section (Finance Director) shall be responsible for the financial management operations. The secondary person responsible for the financial management operations of the Town shall be the Deputy Chief of the Finance and Administrative Section (Accountant). It is the responsibility of the Finance and Administrative Section to document and track all disaster-related expenditures for the purpose of financial reimbursement. Both individuals will be trained to perform all responsibilities associated with the financial management of all municipal funds during a large-scale disaster. This fiscal responsibility includes accounting principles and established authority levels.

Pre-disaster Preparations for Financial Management

The Town will finance the immediate emergency response and recovery operations required by an event from the available funds within the current budget. In the event that the Town qualifies for a Federal disaster declaration which includes public assistance funds, the Town will request post-disaster reimbursement for eligible expenditures. These procedures will enable the Town to continue fiscal management before, during and after a critical incident or emergency.

By the authority of Florida Statute 252.31-94.6 when a critical incident or disaster strikes, the Town of Lauderdale-By-The-Sea will declare a local State of Emergency and will suspend its usual purchasing policies and procedures. To the greatest extent possible during the critical incident or emergency situation, prudent and sound business practices will continue to be observed.

The Town has established a disaster account which is funded to a level as approved by the Town Commission. Sub-accounts will be established to reflect the reimbursement categories established by the FEMA Public Assistance program for the following activities:

- Debris removal
- Protective measures
- Roads, signs and bridges
- Water control facilities
- Buildings and equipment
- Public utilities
- Parks, recreation and other
- Monitoring Firm (auditor)



This disaster account will be utilized during critical incidents and disasters by the Town Manager as authorized by the Town Commission. This fund shall be used to categorize expenditures that affect departmental operations Town wide.

The Town Manager will ensure that, during non-disaster times, staff members with emergency management assignments receive information and/or training regarding State and Federal requirements for documentation of emergency expenditures and operations. During the annual exercise of the program, these procedures will be included and tested accordingly. As necessary, following activation of the CEMP, the Finance and Administrative Section will be responsible for providing any additional information or guidance regarding financial documentation requirements.

Financial Management Procedures

Immediate Actions Needed for Authorization of Emergency Declaration

When a Local State of Emergency is declared and normal purchasing and contracting rules are suspended, it is incumbent upon the Town Manager/Incident Commander to advise Town employees that emergency purchasing, and contracting rules are in effect. The Finance and Administration Section Chief shall immediately begin implementation of the emergency financial management tracking procedures.

Methods for Emergency Purchases

When a disaster strikes, the Operation and Planning Section personnel will determine what supplies or services are needed to immediately address the current and future incident objectives. The Logistics Section evaluates Town resource inventories to determine if goods are available in Town inventories and available to the Town before attempting to purchase the goods from an outside vendor or through existing contracts. Most purchases by the Logistics Section Chief will be with vendors that the Town has an existing account and relationship with. In the event that the cost of an item(s) will exceed \$10,000 or the vendor requires it, a Purchase Order will be issued.

The Town has a fuel contract where all Town vehicles will fuel up for Public Works, and where Police, Fire and EMS contractors may obtain fuel.

Vendor Invoice Information Requirements

Regardless of the nature of the emergency, certain procurement requirements shall be observed. The supplier/contractor/vendor shall provide documentation of cost for goods and services as applicable to receive payment: the supplier/contractor/vendor shall have appropriate insurance/exemptions etc. submitted with invoices or on file with the Town.

Supplier/contractor/vendor shall indicate the assigned mission number on their invoice for payment. The mission number will be at a minimum; the mission/assignment number as designated by the Town but may also include an additional mission/assignment number for the County and the State.

Resource Documentation Requirements:

Individuals designated as the point of contact for purchasing and procurement in the Logistics Section are responsible for coordinating the emergency procurement of goods and services with existing vendors and for authorizing the issuance of emergency purchase orders, if necessary. Designees are



responsible for maintaining a log of purchase orders issued and turning all documentation into the Logistics Section Chief at the shift change. The ICS Form 260 will be completed for resource orders.

The Logistics Section Chief shall be responsible for transferring all original hard copies of purchase documentation at the end of the shift change to the Finance and Administrative Section Chief. The Finance and Administrative Section will enter the purchase orders into a spreadsheet either manually or electronically to document the purchases and procurement. All documentation shall coincide with the mission number for the Town, and the County and/or State mission number if applicable.

Each invoice or purchase order shall have the following information included in its hardcopy back- up when it is turned over to the Logistics Section Chief:

- name of person requesting resources,
- date and time of request,
- mission/assignment number for the Town, and if applicable, the County and the State,
- description of resources procured,
- anticipated length of assignment that resources are needed,
- date and time of requested delivery,
- person assigned to accept delivery,
- location of delivery,
- cost per unit,
- special demobilization instructions,
- name of vendor taking request,
- vendor tax id number, and
- contact information.

Documentation of Personnel in Emergency Operations

Personnel utilized in emergency operations will keep detailed time sheets with their dates, times, and duties performed during emergency operations. As the Town utilizes employees and contractors, the timesheets are turned into the appropriate contractor directly. As timesheets are submitted by the contractor for invoicing and payment by the Town, each day's notation shall include the following information:

- Individual authorizing emergency operations work for employee,
- date requested,
- mission/assignment number for the Town of Lauderdale-By-The-Sea, County or State,
- location employee worked,
- length of hours per day (including start and finish time), and
- duties performed.

Final Disposition of Financial Documentation

The Finance Director shall be the person responsible for the final disposition of the documentation gathered under conditions of both Presidential-declared disasters and non-declared critical incidents and disasters. The final format will be hard-copy documentation with electronic copy back-up and the archives will be stored for a minimum of 3 years from the date of final payment, in the records storage area for the Town. The documentation will be provided to Broward County and/or the State of Florida as requested in the format requested within an acceptable and customary time.



Cost Recovery

The Town may utilize contractors and vendors. Following the procurement process is critical to ensure processes do not violate town ordinances. Broward's Countywide Recovery Process along with Lauderdale-by-the-Sea ordinances are the references for ensuring contracts are compliant. Ideally, contracts and vendor approvals are done prior to a disaster. Broward's Countywide Recovery Process details what to do if additional contacts are needed:

Contract Staff

Contracted laborers are hired due to the increase in labor that is needed to recover from any disaster or during any special event. If there are not enough volunteers to assist in the workload, and a department has exhausted their personnel, hiring labor force resources is inevitable. In some circumstances, contracted staff used to perform emergency work is a reimbursable expense under the FEMA's PA Program. To ensure eligibility of these contracted services, the contract must be competitively bid and follow all local, State and Federal procurement laws. A competitive bidding process must be reported unless this work was performed under an existing contract that had an emergency clause. All damage assessment reports are to be given to the Incident Commander and the Emergency Manager. The reports must be gathered and shared with the county EOC in a timely fashion. Documentation procedure enables a city to be reimbursed when a disaster is federally declared. More details on this process are in the Broward's Countywide Recovery Process (CRP).

Resource Management

The purpose of this section is to provide guidance and outline procedures for efficiently obtaining, managing, allocating, and monitoring the use of resources during critical incidents or disasters. These procedures are consistent with the overall program goals and objectives. Pursuant to the authorities granted to incorporated municipalities under Chapter 252, Florida Statutes, a Declaration of Local State of Emergency may be issued to expedite resource management activities.

Used in support of NIMS, the combination of facilities, equipment, personnel, procedures, communication, resources from local government as well as external agencies and non- governmental agencies may work together to coordinate the Town's response. Through this coordination and cooperation, any shortfalls the Town has will be noted for corrective action to overcome the shortfall.

Physical Resources (expendable and non-expendable resources)

In order to meet the resource needs of emergency operations, the Town personnel and regular Town contract personnel should first exhaust local resource capabilities within existing inventories. Additional supplies and equipment required for emergency operations will generally be available from normal sources of supply. However, some established vendors may not be able to provide needed materials on an emergency basis or may become survivors of the emergency situation. Most, if not all resources, will come from contractors. Standby sources should be identified in advance and provisions should be made for arranging alternative sources of supply on an urgent need basis. In the course of doing business, the Town routinely updates its inventory and available sources to include donations.

In accordance with the Statewide Mutual Aid Agreement, if all Town resources are exhausted, then the Logistics Section Chief will make a request of the Broward County EOC for additional resources. If the County resources are exhausted, the County will make a request to the State for the resources. If the



State's resources are exhausted, a request will be made to the Federal government. All resource requests to the County EOC shall be directed from the Logistics Section Chief to the Town of Lauderdale-By-The-Sea Municipal Liaison. A single point of contact should be maintained to avoid duplication of resource requests.

Resources by Municipal Agency or Municipal Contractor

The Town has limited available resources because most services are contracted to the private sector and County agencies. The agencies and organizations are required to maintain inventories of personnel, equipment and supplies in order to provide this information routinely to the Town.

Classification of Physical Resources

The Town understands that the NIMS classification methodology is still under development. The Town is committed to continually monitoring the NIMS requirements and implementing them as appropriate within the Town. All Town resources, pursuant to the NIMS, are to be classified by kinds and types.

Inventories Accessed and Utilized

Town resources will be controlled by the Logistics Section Chief. The Chief shall monitor the inventories, locations and assignments of all resources and also monitor the deployment of any resources.

Private Vendor, Mutual Aid or Volunteer Resources

The Town will work to exhaust all local resources before requesting any resources from the County EOC. The protocol to procure additional resources are as follows:

- activate and direct deployment of additional local resources to the incident site(s);
- request mutual aid assistance from existing jurisdictions who have entered into a Mutual Aid Agreement;
- purchase, rent, or lease supplies and equipment;
- obtain donated resources from businesses, individuals, or volunteer groups;
- contract for necessary services to support emergency operations.

The Town Manager shall consider the potential liabilities before accepting offers of donations of supplies, equipment or services or committing manpower from individual or volunteer groups to emergency operations.

Tracking Procedures for all Resources

The Logistics Section Chief is responsible for the management of all resources in support of the current incident objectives, except for resources committed to debris management, debris monitoring, clearance and removal. Deployment and tracking of resources committed to debris management are the responsibility of the Operations Section Chief in accordance with the FEMA approved Debris Management Plan. In compliance with the resource management procedures outlined above, the Logistics Section Chief will track resource needs and assign a mission number. The Logistics Section Chief will complete the appropriate ICS form which details the following information for resource/equipment check-in including:

- requesting entity,
- brief statement of need,
- originating entity,



- method of delivery and location of delivery,
- associated expendable resources,
- anticipated duration,
- funding etc.

All resources that are the property of the Town will be inventoried and identified by their property control number as assigned by the Town. Resources will be logged onto a spreadsheet controlled by the Logistics Section, noting item, deployment, time out and expected return and any other pertinent information.

The Town has access to emergency management software, Web EOC, through Broward County.

Protocols for Resources

The deployment of resources and personnel shall be in accordance with established plans and procedures that provide assurance that Town resources, both owned and contracted, shall not be deployed without the specific approval of official resource coordination processes. When the EOC is activated, the Logistics Section Chief shall approve all personnel and equipment deployments as directed by the Town Manager/Incident Commander. In order to ensure the appropriate management and demobilization of personnel, supplies and equipment, the Town Logistics Section Chief will work cooperatively with the Operations Section Chief and the Planning Section Chief to develop a demobilization plan. The Statewide Mutual Aid Agreement addresses the issues pertaining to the appropriate management of resources up to and including return to the original agency.

The Statewide Mutual Aid Agreement details the requirements associated with general responsibility for payment and/or reimbursement of resources acquired through mutual aid.

Personnel Resources

All Town departments are required to have emergency personnel assigned in case of critical incidents or disasters. The Town Manager/Incident Commander will identify and coordinate the placement of Town employees that may be reassigned to temporary emergency duties should a critical incident or disaster impact the Town. If the required skills and/or expertise are not available within the pool of existing Town employees, the Incident Commander will approve the temporary workers.

Rosters of personnel working for the Town on a daily basis in emergency operations will be maintained by the immediate supervisor of that temporary worker, and copies of that information will be relayed verbally or in writing to the Operations Section Chief at least twice a day on an appropriate ICS form. A final hardcopy or electronic copy of the day's roster will be sent to the Operations Section Chief at the beginning of the shift change and at the end of the shift change. All workers shall sign-in or check in with the Planning Section as well as their immediate supervisor and receive a mission/assignment number, again noted on the ICS form.



Testing, Training, and Exercises (TT&E)

The Town Manager and the assigned EMC will support development and maintenance of the CEMP to ensure it contains current information regarding essential functions, critical information, equipment and vital records. The plan must also be kept current with data regarding alternate operating facilities, continuity communications, succession and delegation. This review of the CEMP should occur at least annually or after any training, exercise or actual event.

Testing. Testing of readiness should occur at least quarterly. This includes a test of vital records backup procedures, continuity communications protocols and department employee alert systems. Such testing procedures can be included with facility safety testing schedules.

Training. Training will be conducted annually for all department staff. CEMP training may be incorporated into department staff meetings, included as part of overall emergency preparedness training events or provided as stand-alone CEMP focused training events. Those with critical CEMP focused responsibilities (especially EMC) will obtain a more comprehensive annual training.

The EMC will provide just-in-time CEMP implementation refresher training to those assigned to support the CEMP and to staff members arriving at alternate facilities. This training will focus on alternate facility use, available services, communications, equipment use, vital records backup and security.

CEMP preparedness also requires the EMC to cross-train their staff members to step into all critical positions that support high priority essential functions. In case of an epidemic/pandemic or other loss of staff, programs need to have significant backfill staff ready. If the positions are specialized to the extent that cross-training is not feasible, then temporary sources must be identified as part of the training program. For essential functions that can be deferred, there may be time for sufficient cross-training after the event occurs.

Exercises. Exercise events include: plan review seminars; focused drills on CEMP implementation procedure; discussion based tabletop exercises; or functional exercises involving the activation of the EOC. CEMP exercise events will be conducted to validate plan elements, and identify CEMP implementation procedures that need improvement or clarification. Exercises also allow staff members to remain fluent with the plan and procedures, including using systems and equipment to ensure their readiness. The Town of Lauderdale-by-the-Sea participates in annual exercises hosted by the Broward County Emergency Management Division.

Ideally the Town's exercise event will involve the participation of other departments and jurisdictions to ensure effective interdepartmental (or interagency) interoperability. The Broward County Office of Emergency Management will serve as the interface for inter-department CEMP training, planning and exercising.



Memoranda of Understanding / Memoranda of Agreements (MOU/MOA)

The Town of Lauderdale-by-the-Sea has various MOUs/MOAs in place to help ease the burden during times of emergencies. The Florida Interlocal Cooperation Act of 1969 (Section 163.01, Fla. Stat.) authorizes municipalities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. Section 163.01(4) allows a municipality to exercise jointly with another municipality “any power, privilege, or authority which such agencies share in common and which each might exercise separately” by entering into an Interlocal Agreement.

- **Hurricane/Disaster Debris Removal & Disposal Interlocal Agreement (2019) between Lauderdale-by-the-Sea and the City of Fort Lauderdale**
- **Hurricane/Disaster Debris Removal & Disposal Interlocal Agreement (2019) between Lauderdale-by-the-Sea and the City of Pompano Beach**



Emergency Support Function 4 (Fire Fighting)

Emergency Support Function 4 deals with the issue of firefighting during the response and recovery phases of a disaster.

Lead Agency

Lauderdale-by-the-Sea Volunteer Fire Department (LBTS VFD)

Support Agencies (Mutual Aid)

Broward County Mutual Aid System

Scope

The firefighting resources of the primary and support agencies listed under ESF 4 are utilized under any level of activation of the Town of Lauderdale-by-the-Sea's EOC.

- The available resources of ESF 4 include personnel, facilities, equipment, vehicles and supplies.
- ESF 4 will be utilized for planned events [deemed by the United States Department of Homeland Security (DHS) as a National Special Security Event (NSSE) (e.g. Super Bowl)], major county disasters or complex incidents, major state-wide disasters, and terrorist attacks within the local community, county, or state.

Purpose

It is the responsibility of ESF 4 to provide and coordinate the human, technical, equipment, facility, materials, and resources of, or obtainable by ESF 4 agencies to support the firefighting needs of municipal, local, state, and federal governments during a major emergency or disaster. This is to be accomplished by use of the available and obtainable resources, which will be deployed to achieve the following:

- Suppress fires.
- Conduct search and rescue operations.
- Inspect facilities to determine if fire hazards exist that endanger the occupants and community.
- Inspection of fire hydrants to assure operation and adequate water supply prior to re-population of a community.
- Support ESF 8 in providing medical assistance for disaster victims.
- Support ESF 8 in assuring adequate EMS coverage in impacted areas prior to re-population of communities.

Concept of Operations

- Lauderdale-by-the-Sea Volunteer Fire Department is the lead agency for ESF 4.
- The Town Manager or designee will notify the ESF 4 primary contact in the event of an incident or disaster.
- ESF 4 shall monitor developing problems, prioritize and develop plans to mitigate incidents or concerns.

Organization

- The Town Manager is responsible for managing the availability and participation of designated individuals within ESF 4.



- The Town Manager will review and update this section of the Lauderdale-by-the-Sea CEMP as needed or annually at a minimum.
- The Town Manager will coordinate with the ESF 4 lead agency to maintain an emergency contact list.
- LBTS VFD, as lead for ESF 4, will be required to establish and maintain a database of available resources that may be required for a disaster.
- Designated ESF 4 personnel must have the delegated authority of their agency to commit and procure resources as needed.

Direction & Control

The procedures for receiving, evaluating, prioritizing and dispatching firefighting resource requests are as follows:

- ESF 4 may receive resource requests from the EOC.
- The ESF 4 prioritizes these resource requests based upon urgency and available resources.
- It is the responsibility of the EOC Director to monitor any and all resource requests aligned with ESF 4 and assure appropriate action is taken.
- If the resource request exceeds available resources, a request is made to the EOC Logistics Section for mutual aid.
- ESF 4 has a direct link communication to their command post.
- ESF 4 will interface with the Town Manager or Designee to expedite the priorities of the function, if local resources become exhausted, requests for assistance will be made in accordance with mutual aid agreements.

ESF 4 Interface

ESF 4 may interface with any of the represented ESFs within the Town's EOC as well as neighboring fire rescue departments.

Preparation

During the preliminary phases prior to a disaster, the following tasks must be accomplished:

- Contact the designated ESF 4 support personnel.
- Arrange for 24-hour coverage.
- Establish communications with Broward County ESF 4.
- Perform a preliminary vulnerability evaluation based upon predicted conditions and transmit to the Town Manager or designee.
- Confirm operation of all notification and communication systems.
- Acquire an updated inventory list of available resources from all firefighting agencies within the Town.

Response

The response phase of an incident or disaster requires the coordinated completion of a number of specific actions. The following represents a list of those basic response actions for ESF 4:

- Receive, distribute, and evaluate resource requests.
- List items for inclusion in situation reports.



- Collect data and prepare reports in a designated time period established by county and state EOCs.
- Use information gathered from the community and other agencies to help identify on-going issues, problems, concerns, and threats.

Recovery

The recovery phase of an incident or disaster places an entirely new set of duties and responsibilities upon ESF 4. The following represents a list of those basic recovery actions:

- Receive, distribute, and evaluate resource requests.
- List items for inclusion on the situation reports.
- Establish staging areas of mutual aid responders and deploy these teams as needed.
- Assure adequate coverage for each shift.



Town Commission Agenda Item Report

Meeting Date: November 9, 2022

Submitted By: Lucila Lang, Director of Finance & Budget

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: RESOLUTIONS-PUBLIC COMMENTS

Subject Title: Resolutions 2022-52- A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2021/2022 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A"; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2021/2022 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

Explanation: The Town has established a fiscal year beginning October 1 and ending September 30. Each year, the Town Commission adopts its annual budget at the 2nd budget hearing in September. As the fiscal year comes to a close, the actual revenues and expenditures are reviewed and budget amendments are proposed for the actual amounts incurred. These amendments are then presented to Commission for approval. The process is outlined in FS 166.241 which requires the amendments to be completed no later than 60 days after the end of the fiscal year.

For FY22, all departments finished the fiscal year below the budgeted amount.

Staff is requesting approval of the following amendments for the FY22 Annual Budget. Requests are outlined by Fund.

General Fund Budget Amendment:

- To recognize receipt of unbudgeted revenues:
 - State of Florida for COVID-19 Project # 180639
 - Recycling revenue
 - Zoning Permits & Fees
- To account for additional expenditures:
 - Overtime salaries in General Government-this was due to the hiring of an hourly employee upon the resignation of a salaried employee.
 - Expenses for the purchase of audio-visual equipment for Jarvis Hall.

- Expense for receipt of a RICOH MP-Wide Format printer to scan building permits.

Capital Fund Budget Amendment:

- To recognize receipt of Palm Club Sewer funding from the City of Pompano Beach and Broward County.
- To account for the expenditures of Codrington Drive Design and Permit.

Parking Fund Budget Amendment:

- Appropriated Fund Balance to recognize the purchase of the South Ocean Lot.

Exhibit A to the attached Resolution includes additional details and identifies the specific department and project number for the abovementioned amendments for FY21-22.

Recommendation: Adopt Resolution 2022-52 (Exhibit 1) amending the FY21-22 Budget.

Attachments: Ex.1 Resolution 2022-52 Budget Amendment

RESOLUTION NO 2022-52

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2021/2022 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A"; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2021/2022 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Town Manager has made recommendations to the Town Commission, which require amendment of the 2021/2022 Fiscal Year budget; and

WHEREAS, the Town Commission, in accordance with the requirements of Section 166.241, Florida Statutes, wishes to amend the 2021/2022 Fiscal Year Budget for the transfer of said funds consistent with the recommendations of the Town Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:

Section 1: Recitals. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference. All exhibits attached hereto are hereby incorporated herein.

Section 2: Budget Amended. The Town Commission of the Town of Lauderdale-By-The-Sea, Florida, hereby amends the 2021/2022 Fiscal Year Town Budget as set forth in Exhibit "A."

Section 3. Appropriations Approved. The appropriations and expenditures set forth in Exhibit "A" are hereby approved.

Section 4. Implementation. The Town Administration is directed to effectuate the appropriations and expenditures reflected in Exhibit "A" by appropriate and necessary transfers.

Section 5. Conflicts. All prior resolutions or parts thereof in conflict herewith are repealed to the extent of such conflict.

Section 6. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

Passed on this 9th day of November, 2022.

MAYOR CHRIS VINCENT

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

FY 2021/2022 Budget Amendment

Exhibit A to Resolution 2022-52

REVENUES

Fund	Department / Project Number	Current Budget	Proposed Budget	Variance	Explanation
300-Capital	000.000 Appropriated Fund Balance	2,887,281	2,651,506	(235,775)	Budgetary amendment to reduce budgeted appropriated Fund Balance
300-Capital	306000- Palm Club Sewer funding 361104	0	300,000	300,000	To recognize Palm Club Sewer funding from Pompano Beach and Broward County (\$150,000 each)
310-Parking	000.000 Appropriated Fund Balance	0	2,002,979	2,002,979	Budgetary amendment to recognize the purchase of South Ocean Lot
001-General	303000-Emergency Supplemental Funding	0	15,710	15,710	Budgetary amendment to recognize funding received from the State for Covid-19 Project #180639
	303000-Recycling Revenue	0	960	960	To recognize recycling revenue
	302000- Zoning Permit & Fees	0	1,980	1,980	To recognize Zoning permit & fees
Total Revenues				\$ 2,085,854	

EXPENDITURES

Fund	Department / Project Number	Current Budget	Proposed Budget	Variance	Explanation
001- General	519000 General Dept (500140 Overtime Salaries)	0	281	281	To cover overtime salaries
001- General	519000 General (500640 Capital Outlay Equip /Mach)	0	30,340	30,340	Budgetary amendment to recognize expenditures for equipment & Machinery
001- General	519000-General (500497 Contingency)	100,000	79,629	(20,371)	Budgetary amendment to recognize various expenditures accounts
001- General	524000 -Development Services (500640 Capital outlay Equip/Mach)	0	8,400	8,400	To cover Development Services-Capital outlay expenditure -Equip & Machinery
300-Capital	576135 Street Project Codrington Drive (500629 Design/ Permit)	0	64,225	64,225	To cover Street Project Codrington Drive- Design /Permit
310- Parking	545152 - Land Acquisition (500611 Land Acquisition)	0	2,002,979	2,002,979	To cover purchase South Ocean Parking Lot
Total Expenditures				\$ 2,085,854	



Town Commission Agenda Item Report

Meeting Date: November 9, 2022

Submitted By: Katie Anderson, Special Events & Marketing Coordinator

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: Resolutions

Subject Title: Resolution 2022 - 49 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH PLANTATION FARMERS MARKET CO-OP LLC DBA COMMUNITY FARMERS MARKETS OF SOUTH FLORIDA FOR THE TOWN'S FARMERS MARKET PURSUANT TO REQUEST FOR PROPOSAL NO. 22-08-01; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: During the Commission Meeting on October 6, 2022, Commission voted 4-1 to enter into a new agreement with Community Farmers Markets of South Florida ("Community Markets") to execute and oversee the Lauderdale-By-The-Sea Farmers Market. This agreement runs for a three-year term per the RFP.

Following this meeting, Town scheduled a meeting with the three proprietors of Community Markets to discuss the future agreement. The Deputy Town Manager, Ken Rubach, and Special Events & Marketing Coordinator, Katie Anderson, were representatives for Town. During this meeting, Town staff outlined several facets of the Market the Commission indicated at the October 6th meeting that they would like to see incorporated into the upcoming season.

Items discussed included but were not limited to:

- Request for more artisan vendors to be incorporated each week.
- Variety within certain vendor niches booked throughout the season to offer variety to all market goers.
- A social media strategy in place for promoting the Lauderdale-By-The-Sea Market and insights into how many individuals these posts are reaching, and to whom these posts are reaching.
- Seasonal or specialty market days.

To improve the oversight of the Market, Town staff is also requesting:

- A dedicated Market manager each week to oversee the setup, ensure smooth operation during Market duration, maintain a level of organization and cleanliness

throughout the Market, as well as ensure the area is in order upon Market conclusion.

- For Community Markets to propose alternative site maps that will allow for additional vendors and subsequently an expansion of the Market.
- Community Markets to provide a site map and list of vendors in the Vendor and Market Manager Report (**Exhibit “2”**) to Town each Wednesday by noon prior to the Market date.

At the meeting, the Community Market was concerned about the lack of parking for their customers. To free up parking closer to the Farmer’s Market, staff has included a loading and unloading time on El Mar Drive and have moved all vendors from Town Hall parking to parking in the South Ocean parking lot.

Town staff will present a report to the Commission during the first meeting of each month during the duration of the Market season. This report shall include but not be limited to:

- Market adherence to contractually agreed policies.
- Ability to assemble the minimum number of required vendors.
- Diversity in participating vendors throughout the Market.
- Condition of the Event site.

At the end of the Market season, Town will create and present a final report to the Commission. Any comments on season activity, requests for changes, or additional remarks will be addressed at that time. Staff will then work off season with Community Markets to ensure they are able to meet these requests and will report back to the Commission.

Recommendation: Approve Resolution 2022-49 (**Exhibit “1”**) authorizing the Town Manager to enter into agreement with Community Farmers Markets of South Florida to manage and operate the Town Farmers Market.

Exhibits: Ex. 1 Resolution 2022-49 Farmers Market Contract Agreement
Ex. 2 Vendor and Market Manager Report

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WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) issued Request for Proposal No. 22-08-01 (the “RFP”) for the management and operation of the Town’s Farmers Market (the “Farmers Market”); and

WHEREAS, on September 14, 2022, the two proposals were evaluated and ranked by an Evaluation Committee, which scored the proposal by Florida Fresh Market Enterprises, Inc. DBA Florida Fresh Markets as the highest ranked proposal; and

WHEREAS, on October 6, 2022, the Town Commission selected Plantation Farmers Market Co-Op LLC DBA Community Farmers Markets of South Florida (the “Contractor”) and authorized the Town Manager to negotiate an agreement with the Contractor; and

WHEREAS, the Town Commission desires to approve the agreement with the Contractor, in substantially the form attached hereto as Exhibit “A” (the “Agreement”), for the Farmers Market; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the Agreement with the Contractor for the Farmers Market.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:**

Section 1. Recitals. Each “WHEREAS” clause set forth is true and correct and herein incorporated by this reference.

Section 2. Approval of Agreement. The Town Commission hereby approves the Agreement with the Contractor for the Farmers Market.

Section 3. Authorization to Execute Agreement. The Town Commission hereby authorizes the Town Manager to enter into the Agreement, in substantially the form attached hereto as Exhibit “A,” with the Contractor for the Farmers Market, subject to the approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

Section 4. Implementation. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 9th day of November, 2022.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk
(CORPORATE SEAL)

APPROVED AS TO FORM:

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Susan L. Trevarthen, Town Attorney
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FARMERS ' MARKET LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is dated and entered into on this 9th day of November 2022, between The Town of Lauderdale-By-The-Sea, a Florida municipal corporation ("TOWN") and Plantation Farmers Market Co-Op LLC DBA Community Farmers Markets of South Florida, a Florida limited liability company ("LICENSEE"), and pertains to the holding of the special event known as the Farmers' Market ("EVENT") at El Prado Park (4500 El Mar Drive, Lauderdale-By-The-Sea, FL) ("SITE").

WHEREAS, the TOWN issued Request for Proposals No. 22-08-01 ("RFP") for the management of the EVENT; and

WHEREAS, in response to the RFP, the LICENSEE submitted a Proposal dated September 7, 2022, for the EVENT; and

WHEREAS, on October 6, 2022, the TOWN Commission selected the LICENSEE for the EVENT; and

WHEREAS, on November 9, 2022, the TOWN Commission adopted Resolution No. 2022-49, authorizing the TOWN Manager to enter into this Agreement for the EVENT; and

WHEREAS, the TOWN desires to grant a License to the LICENSEE for the use of the EVENT SITE."

NOW, THEREFORE, in CONSIDERATION of the mutual promises and obligations contained in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, TOWN hereby grants to LICENSEE the non-exclusive revocable right to temporarily occupy and use the Event Site, and LICENSEE accepts the same, on the following terms and conditions ("Exhibit A").

1. **Term**. The Term of this Agreement shall be for three (3) years. This Agreement shall commence on November 10, 2022 ("Commencement Date") and end September 30, 2025.
2. **Fees**. LICENSEE agrees to pay to TOWN, prior to the beginning of each month and without invoice by the TOWN, Two Hundred (\$200) dollars (the "Fee") for each Event planned for that month. The Fee is non-refundable.
3. **Renewal**. The TOWN may, at its sole option, renew this License for up to two additional one-year periods. Any renewal of the Term of this Agreement, or entering into a new license agreement, will be the discretion of TOWN. There is no expectation of or obligation to renew

the Term of this Agreement. In the event of renewal, TOWN shall submit a new License Fee Schedule for the renewal term.

4. Event Site.

- 4.1** LICENSEE's use of the Event Site shall be according to a site plan approved by the Town Manager and restricted to the designated business hours of the farmers' market, as described in "Exhibit A" ("Market Guidelines and Rules of Operation").
- 4.2** LICENSEE's use of the Event Site shall be non-exclusive.
- 4.3** LICENSEE's use of the Event Site shall be limited to the sale of products described in "Exhibit B" ("Permitted Products") unless the TOWN has granted consent in advance of the event.
- 4.4** All products offered for sale at the Event Site shall be of high quality and with prices clearly visible to the public.
- 4.5** Any and all prepared foods must be properly labeled in accordance with applicable government regulations. LICENSEE agrees not to sell any products that TOWN believes are non-conforming.
- 4.6** LICENSEE recognizes that TOWN has a legitimate business purpose in regulating the use of the Event Site for the Permitted Products ("Exhibit B") only, so as to maintain the viability of the Market for other vendors within the Market, and to promote a wider variety of products being offered for sale at the Market.
- 4.7** LICENSEE shall vacate the Event Site in clean condition and deliver them to TOWN in their pre-Event condition after every Event free from all personal property, equipment or inventory. Upon LICENSEE's failure to do so, TOWN may remove any personal property, equipment and inventory from the Event Site and have them delivered to LICENSEE, placed in storage at LICENSEE's expense or discarded, at TOWN's sole discretion. All perishable items will be disposed of as TOWN deems appropriate, without compensation to LICENSEE or its vendors.

5. **Transferability of Interest by LICENSEE.** LICENSEE is not permitted to assign or transfer its rights or interests under this Agreement.

6. **Indemnification.**

6.1 LICENSEE shall indemnify, hold harmless and defend the TOWN, its elected and appointed officials, agents, servants and employees from and against any claim, demand, liability, or cause of action of whatsoever kind or nature arising out of LICENSEE'S use of the Event Site or arising from this Agreement or LICENSEE'S acts or failure to act hereunder, including for, but not limited to, damages or injury (including death) to persons or property, judgments and attorneys' fees. TOWN retains approval rights over the choice of legal counsel and of litigation strategy in relation to LICENSEE'S duty to defend.

6.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision: (i) shall survive the Term of this Agreement and continue in full force and effect as to LICENSEE'S responsibilities under this paragraph, and (ii) have been and are continuously in effect during all periods that LICENSEE has use or possession of the Property.

7. **Insurance.** The Parties hereby acknowledge that LICENSEE shall pay for and obtain all insurance required under this paragraph and such insurance has been approved by the TOWN.

7.1 Insurance shall be in force until the termination of this License. In the event the insurance certificate provided indicated the insurance shall terminate and lapse during the period of this Agreement, then in that event, LICENSEE shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a new certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. LICENSEE shall not utilize the Event Site pursuant to this License unless and until all required insurance remains in full force and effect.

- 7.2 The LICENSEE shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the TOWN against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the LICENSEE, its officials, employees, agents, subcontractors, and volunteers. Any insurance maintained by the TOWN shall be in excess of the LICENSEE'S insurance and shall not contribute to the LICENSEE'S insurance.
- 7.3 Worker's Compensation and Employer's Liability Insurance: The LICENSEE shall provide coverage for all of their employees in accordance with the Statutory Limits as required by applicable State and Federal laws. Employers Liability Limits shall be no lower than \$500,000 for each accident, \$500,000 for each employee (disease), and \$500,000 disease (policy limit).
- 7.4 Comprehensive Automobile and Vehicle Liability Insurance: This insurance shall be written in comprehensive form and shall protect the TOWN and the LICENSEE against claims for injuries to members of the public and/or damages to property of others arising from the LICENSEE'S use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, Hired & Non-Owned Auto Liability. Defense costs must be outside the limits of liability.
- 7.5 Comprehensive General Liability. This insurance shall be written on an "Occurrence Basis" ONLY in comprehensive form and shall protect the TOWN and the LICENSEE against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the LICENSEE or any of its agents, employees, or subcontractors or volunteers. The limit of liability shall not be less than \$1,000,000 per occurrence combined single limit or \$1,000,000 per occurrence / \$2,000,000 general aggregate for Bodily Injury and Property Damage and general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury, contractual

liability; completed operations; products liability and independent contractor's coverage. Defense costs must be outside the limits of liability.

- 7.6** The TOWN is to be specifically included as an Additional Insured for General Liability and Auto Liability of the LICENSEE resulting from operations performed by or on behalf of TOWN at such events. The General Liability Additional Insured Endorsement MUST include 'Completed Operations' using the latest version of CG 20 37 04 13 -Additional Insured-owners lessees or contractors - Completed Operations & CG 20 10 04 13 Additional Insured-owners, lessees or contractors-scheduled person or organization. LICENSEE'S insurance, including that applicable to the TOWN as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to LICENSEE'S insurance. LICENSEE'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.
- 7.7** LICENSEE shall require the Sub Contractors participating or working on the event to list the Town as additional insured as well.
- 7.8** Professional Liability: \$1,000,000 minimum. If coverage is written on a claims-made form, the retroactive date of coverage shall be no later than the inception date of the claims made coverage, unless the prior act policy was extended indefinitely to cover prior period acts. Provisions shall be made to provide coverage beyond the policy year, when necessary, Costs must be 'outside the limits' of liability.
- 7.9** Certificate of Insurance: Prior to the execution of this Agreement, LICENSEE shall provide the Town Manager, or designee, with evidence of insurability from the LICENSEE's Insurance Carrier or a Certificate of Insurance. Prior to execution of any License Agreement, the LICENSEE shall provide to the Town Manager, or designee, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall specifically Name the TOWN as additionally insured. The TOWN reserves the right to require the LICENSEE to provide a certified copy of such policies, upon written request by the TOWN. If a policy is due to expire prior to the termination of the License Agreement,

renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the LICENSEE before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

- 7.10** All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The LICENSEE shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Town Manager may require the LICENSEE, as a condition of execution of the License Agreement, to provide a bond or other monetary consideration to cover the LICENSEE'S deductible for Professional Liability Insurance.
- 7.11** The TOWN reserves the right to change the insurance requirements depending upon the scope of work in the License Agreement.
- 7.12** Acceptable Insurance Providers: Insurance carriers providing the insurance required of the Town by this agreement must be licensed in the State of Florida as evidenced by certificates of authority from the Department of Financial Services of the State of Florida, or have an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have and must maintain a rating of B+ to A+ or better according to the A.M. Best Company. If during the period when an insurer is providing insurance required by this Agreement/Contract (use appropriate), an insurer shall fail to comply with the foregoing minimum requirements, the Town shall be notified as soon as possible. The LICENSEE will have 20 days to replace this insurance with an insurer who meets the Acceptable Insurance Provider guidelines as stated herein.
- 7.13** The Parties understand and agree that the covenants and representations relating to Section 7 shall survive the Term of this Agreement and continue in full force and effect as to LICENSEE'S responsibilities under this Section during all periods that LICENSEE has use or possession of the Event Site.

8. Termination.

8.1 Termination for Cause: TOWN shall be entitled to terminate this Agreement for the LICENSEE's failure to perform any of its duties under this Agreement after giving the LICENSEE written notice of the failure. Upon notification, LICENSEE has fifteen (15) days to cure. If not cured to the satisfaction of the TOWN, the Agreement may be terminated following the deadline to cure.

8.2 The grounds for termination may include but are not limited to:

- (a) Failure to pay the License Fee described in paragraph 2;
- (b) Failure to be open for business for two or more consecutive weeks during the Term of this Agreement without the concurrence of the TOWN;
- (c) Failure to abide by the other obligations contained in this Agreement;

8.3 Termination For Convenience: In addition to and notwithstanding any other provisions of the Agreement, this Agreement may be terminated by the TOWN for convenience upon providing LICENSEE with five (5) days written notice.

8.4 LICENSEE acknowledges and agrees that TOWN shall have no liability to LICENSEE, for incidental or consequential damages, loss of business, or otherwise, for terminating this Agreement in accordance with the terms set forth above.

9. Notices. All notices required to be delivered to TOWN by LICENSEE shall be effectively made when either hand-delivered by LICENSEE, or when delivered by mail and email to TOWN at the following address:

Town of Lauderdale-By-The-Sea
Attn: Town Manager
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308
townmanager@lauderdalebythesea-fl.gov

With a copy to:

Town of Lauderdale-By-The-Sea
Atten: Town Attorney
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
STrevarthen@wsh-law.com

All notices required to be sent by TOWN to LICENSEE shall be sent by mail and email to:

Plantation Farmers Market Co-Op LLC
7815 Silverado Court Davie, FL 33024
Info@FarmersMarketFL.com

10. **Independent Contractor.** This Agreement does not create an employee/employer relationship between the Town and the Licensee. It is the intent of the Parties that LICENSEE is an independent contractor under this Agreement and not the TOWN'S employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. LICENSEE shall retain sole and absolute discretion in the judgement of the manner and means of carrying out LICENSEE'S activities and responsibilities here under. LICENSEE agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it make its own investment in its business, and that it will utilize a high level of skill necessary to utilize the rights granted hereunder. This Agreement shall not be construed as creating any joint employment relationship between LICENSEE and the TOWN and the TOWN will not be liable for any obligation incurred by LICENSEE, including but not limited to unpaid minimum wages and/or overtime premiums.

11. **Public Records.**

11.1 Chapter 119 (Public Records). Chapter 119 (Public Records) The LICENSEE shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

- (a) LICENSEE agrees to keep and maintain public records in LICENSEE's possession or control in connection with LICENSEE's performance under this Agreement.

LICENSEE additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. LICENSEE shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.

- (b) Upon request from the TOWN's custodian of public records, LICENSEE shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.
- (d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the LICENSEE shall be delivered by the LICENSEE to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by LICENSEE shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the LICENSEE shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- (e) Any compensation due to LICENSEE shall be withheld until all records are received as provided herein.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.

IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: 954-640-4200

Email: townclerk@lauderdalebythesea-fl.gov

Mailing Address: Town Clerk
4501 N Ocean Drive
Lauderdale-By-The-Sea, FL 33308

(f) Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Town. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, LICENSEE, whether finished or unfinished, shall become the property of Town and shall be delivered by LICENSEE to the Town Manager, at no cost to the Town, within seven (7) days of inaction of this Agreement. All such records stored electronically by LICENSEE shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Upon termination of this Agreement, LICENSEE shall any duplicate public records that are exempt or confidential and exempt from public records disclosure.

12. E-Verify. LICENSEE shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by LICENSEE, LICENSEE may not be awarded a public contract for a period of 1 year after the date of termination.

13. Miscellaneous.

13.1 Entire Agreement. This Agreement and its Exhibits constitute the entire understanding between the parties as to the subject matter hereof. This Agreement supersedes all prior understandings and written contractual agreements between the parties hereto, if any. LICENSEE acknowledges that any and all prior rights of tenancy, which LICENSEE may have had under prior arrangements, are hereby waived and terminated.

13.2 Venue. In the event any dispute arises as a result of this Agreement, or otherwise arising out of LICENSEE's occupancy and/or business operations pursuant to or during the term

of this Agreement, the parties agree that the courts located in Broward County, Florida shall have exclusive jurisdiction and venue over any such proceeding.

- 13.3 Agreement Modification.** This Agreement may not be modified except in writing signed by both parties, except to the extent that LICENSEE agrees to further comply with and be bound by such Rules as may be established from time-to-time by TOWN, all of which, whether now existing or promulgated in the future, shall become part of and be enforceable in accordance with the terms of this Agreement as if incorporated herein by reference.
- 13.4 Severability.** To the extent that any provision of this Agreement shall be considered unenforceable, the remaining provisions of the Agreement shall remain intact and fully enforceable, with such offending provision to deemed stricken, to the extent reasonable under the circumstances.
- 13.5 Force Majeure.** The parties understand that their performance under this Agreement may be interrupted or delayed by occurrences beyond their control, including but not limited to acts of God, war, riot, terrorism, or civil unrest. If that should occur, performance hereunder may be temporarily excused for a reasonable period of time commensurate with the occurrence, but no such interruption or delay shall operate to extend the Term of this Agreement.
- 13.6 Captions.** The captions set forth at the beginning of each numbered paragraph of this Agreement are for informational purposes only and have no meaning separately and apart from the actual provisions of this Agreement.
- 13.7 Enforcement.** Any failure by TOWN to enforce the provisions of this Agreement in any specific instance shall not be deemed a waiver of TOWN's right to enforce them at any later time or with regard to any subsequent instances.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below.

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____

Linda Connors, TOWN MANAGER

_____ day of _____, 20____

Attest: _____

Katrina Adler, TOWN CLERK

APPROVED AS TO FORM AND SUFFICIENCY:

By: _____

Susan L. Trevarthen, TOWN ATTORNEY

**PLANTATION FARMERS MARKET CO-OP
LLC**

By: _____

Name: _____

Title: _____

_____ day of _____, 20____

Witness: _____

Name: _____

EXHIBIT "A"

Market Guidelines and Rules of Operation

The Farmers' Market is established for the purpose of providing the Lauderdale-By-The-Sea community access to fresh and wholesome goods provided by vendors selling locally grown or produced vegetables, fruits, flowers, herbs, baked goods, honey, and crafts. LICENSEE shall enforce these guidelines and rules of operation.

1. Goods & Pricing

Vendors participating in the market shall obtain, whenever possible, their produce and/or goods from within the state of Florida. Only high quality, produce and artisanal products will be accepted.

1. Vendors are required to have proper permits appropriate to the products being sold. Vendors should contact Florida Department of Business and Professional Regulation and/or Broward County Public Health Department for proper licensing and requirements. Scales must be certified. Copies of licenses and permits must be submitted with this agreement.
2. The term "organic" shall not be used without certification under USDA NOP rules. Giving any false information regarding the products being sold is strictly forbidden.
3. The pricing of goods is to reflect the averages of current market prices without competitive undercutting.
4. Vendors must clearly display their prices.

2. Schedule, Display and Signage

1. The Farmers' Market shall be held on Sundays at El Prado Park (4500 El Mar Drive, Lauderdale-By-The-Sea) from 9:00 AM to 2:00 PM, starting the first weekend of December running through the first weekend in May.
2. Notwithstanding anything contained in this Agreement to the contrary, TOWN reserves the right, at any time during the term of this Agreement, to relocate LICENSEE to another location at TOWN's sole discretion.
3. Vendors must set up for every scheduled Farmer's Market, rain or shine, and must arrive no later than one-half hour before Market opening time in order to be prepared for business at the Market's opening time.

4. Select markets that fall on holiday dates may be cancelled at the discretion of TOWN and at no penalty to LICENSEE for no market being held on that date. Written confirmation will be provided by TOWN to Licensee to request such cancellation.
5. LICENSEE will ensure that all vendors maintain their area in a neat and tidy condition and must leave the Event Site within one hour of Farmer's Market closing, leaving behind no equipment, trash or debris.
6. Vendors must provide clean and safe tables, tents, baskets or stands to display products. There will be no sales from the surfaces of pick-up trucks or other vehicles unless approved as display by TOWN. Vendors must display at the Farmer's Market all licenses and permits required.
7. TOWN agrees to provide two (2) garbage bins that may be filled by vendors within the regular fill line. Garbage or bags shall not be left on top or around the bins. No food or food waste from vendors is allowed in the bins. Vendors will be responsible for removing all other garbage from the event site. LICENSEE shall be charged an additional \$100 per event for any additional garbage removed from the site by TOWN Staff. LICENSEE agrees to remove all additional trash from the event site, including garbage from TOWN cans within a 100 foot radius of the event site.
8. TOWN agrees to provide its power board and electrical access at no additional charge to LICENSEE. TOWN shall provide electricity to the north and west sides of the park, with two extension cords and one box that accommodates a total of 4 plugs. No other electricity will be provided by TOWN. Power to be supplied starting one hour before start and disconnected at 2: 15p.m. by TOWN staff. LICENSEE acknowledges that electric service at El Prado Park is limited and not sufficient to provide electricity to all vendors.
9. LICENSEE agrees that the TOWN may have one canopy site at each EVENT for the purpose of selling TOWN-related merchandise or to promote TOWN events and programs.
10. LICENSEE agrees that LBTS Chamber may have one canopy site at each to promote TOWN businesses.
11. LICENSEE agrees to waive the space fees for up to one TOWN-based non-profit organization or TOWN selected community partner at each EVENT.
12. TOWN agrees to provide four (4) median banners and four (4) light pole banners that TOWN will place to advertise the EVENT. In addition, TOWN will provide twenty-four (24) promotional yard signs. It is the responsibility of LICENSEE to place the signs no earlier than Friday before the EVENT. Signs must be removed no later than 3:00 PM on the day of each EVENT. LICENSEE will store the signs.

13. Additionally, the TOWN agrees to promote the Farmer's Market through its LBTS events website, Town Topics newsletter and emails, on a portable sign outside of Jarvis Hall (as deemed available by TOWN, and in TOWN kiosks with information and/or fliers provided by LICENSEE and approved by TOWN.

3. **Licensee Responsibilities**

- "LICENSEE" is understood to mean the person designated to supervise operations of the Lauderdale-By-The-Sea Farmers' Market. Responsibilities include but are not limited to the following:



1. Review and maintain current vendor applications, deposits, fees, and necessary documentation.
2. Record attendance and collect weekly fees.
3. Ensure products for sale comply with contract requirements.
4. Serve as liaison for Vendors to the TOWN.
5. Licensee shall ensure that all vendors acknowledge that the use/or placement of tables, chairs, products, boxes or signs outside of it assigned vendor space is strictly prohibited.
6. Manage the terms of the contract outlined here within including, but not limited to:
 - a. Enforce Market hours.
 - b. Direct Vendor setup.
 - c. Resolve any issues that may arise during Market event with vendors or attendees.
 - d. Ensure cleanup and sanitation of site.

4. **General Vendor Responsibilities**

1. Both LICENSEE and the TOWN reserves the right to approve/disapprove and/or dismiss Vendors upon time of application or at any time during the Farmer's Market when in the sole judgment of either LICENSEE OR TOWN, the vendor no longer meets the needs of the Market or complies with the Market Guidelines and Rules of Operation in Exhibit A. Decisions will be based on diversity of products and factors relating to overall Market success.
2. LICENSEE is responsible for providing a vendor list to TOWN each week prior to the next Market date. Each Vendor will be approved by the TOWN. Vendors will pay LICENSEE for use of space at the Farmers' Market. Market fees shall help defer the cost of advertising, promotion, and site expenses.

3. LICENSEE assumes responsibility for any injury to Vendors or their property or to any other Market attendee or attendee's property caused by LICENSEE's actions or inactions.
4. LICENSEE shall demonstrate respect for all Market members (Vendors, Market attendees, TOWN officials, TOWN staff and property owners) by engaging in open and truthful communications of all matters to all appropriate members.
5. Loading / Unloading and Parking
 1. Load In / Out: Vendors may use the inner lane of the El Mar Drive median between 7AM – 8:45AM to unload and 2:15PM – 3:15PM to load. Vehicles must be moved immediately following completion of load in / out.
 2. Each Vendor shall park in the South Ocean parking lot (4312 A1A, Lauderdale-By-The-Sea, FL 33308).
 3. There will be no public or vendor parking on the median lane on El Mar Drive or in resident parking spaces unless previously approved by Town.
 4. Town will provide Licensee parking passes to allow for one free parking for each vendor. The Licensee is responsible for distributing parking passes to their VENDORS.

5. **Definitions**

1. "Local" and "locality" are understood to apply to products grown, raised, or made within Broward County or the State of Florida.
2. "LICENSEE" is understood to mean the person designated to supervise operations of the Lauderdale-By-The-Sea Farmers' Market.
3. "Vendor" is understood to mean the principal who has entered into the Lauderdale-By-TheSea Farmers' Market Agreement, their families and/or employees.

EXHIBIT “B”

Vendor Fees and Permitted Products

1. Town is requesting a variety of agricultural and artisan markets to be scheduled throughout the Market season. Permitted products include:

- b) Vegetables, fruits, flowers, juices, plants, sauces, dips, desserts, seasonings, coffee, tea, honey, baked goods, produced and/or prepackaged goods, meat, fish, and herbs from Florida that are obtained by the Vendor. Other items which are mutually agreed upon by the TOWN and LICENSEE may be offered for sale such as original art, food & drink.
- c) Vendors are expected to sell their produce in accordance with the high business standards as outlined above. Failure to do so violates the terms of this agreement and is grounds for expulsion from the Market.

2. Exclusions

The Lauderdale-By-The-Sea Farmers' Market excludes the sale of used, antique, purchased-for- resale, or flea market-type items.

EXHIBIT “C”

Permit Conditions:

Licensee shall insure all conditions in the Agreement and listed herewith are followed:

1. The TOWN’s Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The TOWN shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving event approval. Licensee shall be responsible for the cost of BSO security or additional detail requested by Licensee or the Police Chief.
2. Reporting
 - a. Licensee will submit the Vendor List and Market Manager Form (Exhibit “D”) along with the site plan for TOWN approval no later than noon on the Wednesday before the next event.
 - b. Should any vendor cancel following Licensee’s vendor report submission to TOWN, it is the responsibility of the Market Manager to notify Town of the cancellation and find a replacement for this market space.
3. Each event shall be inspected by the Fire Marshall and Fire Marshall conditions shall be met prior to the opening of the Market.
4. Market will host a minimum of (14) fourteen vendors per event date, exclusive of Chamber, TOWN and Nonprofit tents.
5. The event space shall be free of all equipment and with all waste either placed in garbage and recycling cans on Event Site or carried off if there is insufficient space left in garbage and recycling containers. Vendors or Licensee shall not place cardboard boxes, food, food waste or food by product in TOWN garbage cans or waste receptacles.
6. Clean up Deposit may be imposed, based on the final Site Plan, and will be due two weeks prior to each event.
7. Prior to the start of the Market season, Licensee will meet with TOWN staff at the Event site to answer any questions, resolve any issues, and explain TOWN standards.
8. Clean up fee starting at \$150 will be charged if area is not cleaned to TOWN standards as discussed during pre-season walk through with TOWN Staff.
9. A Damage Deposit may be imposed, based on size of event and location.
10. The LICENSEE agrees that it shall pay the TOWN's direct expense to restore the event site to its pre-event condition at the end of the season.
11. Any inspections or work required by TOWN Staff after normal working hours will incur additional costs set forth by the respective departments.

12. The event site will be organized in a safe manner to protect attendees. All electrical cords and similar materials must meet the Fire Marshal's requirements and at a minimum, be covered so as not to pose a hazard to the public.
13. The Licensee shall keep the sidewalks next to the event site and within the event site open and clear for pedestrian traffic.
14. Licensee shall ensure that every Vendor anchor its 10 x 10' canopy on all four (4) corners with a minimum of twenty (20) pound anchors on each corner regardless of weather conditions. Vendor will be asked to remove its tent for failure to comply with these requirements. Any canopies measuring over 10 x 10' will require a building permit each week used. All canopies shall have a flame spread rating of twenty-five (25).
15. Canopies, tables, chairs, hanging articles, signage, etc., shall not interfere with pedestrian walkways, ingress egress. Sides may not be added to the canopies and tents are not allowed.
16. Vendors agree to sell product within their assigned space only. All vendor activity MUST be conducted within the booth space provided. This includes giving out free samples and recruiting customers.
17. Vendors shall not bark, or shout in a loud or aggressive manner to patrons in an attempt to make a sale.
18. No food or beverage vendors will be set on any pavement areas of the Event site.
19. Set up of the event will start at 7:00 AM. and tear down will be completed by 3:00 PM.

Set up Begins	7:00 a.m.
Electricity/Board set up	8:00 a.m.
Event begins	9:00 a.m.
Event ends	2:00 p.m.
Vendor sales end	2:15 p.m.
Event clean up begins	2:00 p.m.
Electric Board Removed	2: 15 p.m.
Vendors vacated	
and cleanup completed	3:00 p.m.
20. LICENSEE'S representative will be the last person to leave to ensure event site clear and clean.
21. Licensee shall have one (1) fire extinguisher (5 lb. or 2A 10 or 40BC) at each vendor that is cooking and two (2) additional fire extinguishers on site during the event.
22. No alcohol is permitted in the designated event area without proper licensing, permits, and insurance and approved in advance by TOWN.

23. No balloons, burning candles, propane, or fires of any type are allowed under or near canopies.
24. All sound systems shall be operation so as not to the TOWN's Code, including Section 13-6, Noise Limitation in Zone B (residential noise zone), such as "Noise shall not exceed 6 dBA or 65 dBC between the hours of 7:00 a.m. and 10:00 p.m."
25. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this event shall expire unless the Town Manager finds there are extenuating circumstances that the event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the TOWN and those attending the event, without increasing the administration costs of the TOWN.
26. Licensee shall owe no monies to the TOWN at the time of the event. There shall be no monies due such as payment of weekly fees due at the beginning of the month, fines, moneys, fees, taxes, or other charges, permits, or licenses owed to the TOWN by the current operator requesting the special event permit. A special event permit will not be issued until all monies due the TOWN are paid in full.
26. Permission for this event may be suspended or modified by the Commission, Town Manager or designated Staff.
27. The Town Manager may suspend permission for this event or required changes in the site plan due to conflicting activities, failure of the Licensee to comply with the terms and conditions of the TOWN's event permit, for health or safety issues, or for the best interests of the TOWN.
28. Upon showing by the Applicant of a valid reason, or if required by the TOWN, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events.
29. The onsite TOWN representative may terminate an event due to the Applicant not complying with the terms and conditions of the TOWN's event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the event site.

EXHIBIT “D”
Vendor List and Market Manager Form

	FARMERS MARKET 2022 - 2023				
	Sunday 12/04	Sunday 12/11	Sunday 12/18	Sunday 12/25	Sunday 01/01
Manager:					
Contact:					
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	FARMERS MARKET 2022 - 2023				
	Sunday 12/04	Sunday 12/11	Sunday 12/18	Sunday 12/25	Sunday 01/01
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Town Commission Agenda Item Report

Meeting Date: November 9, 2022

Submitted By: Ken Rubach, Deputy Town Manager

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: Resolutions

Subject Title: Resolution 2022-50 A RESOLUTION OF THE TOWN OF LAUDERDALE BY THE SEA, FLORIDA, AMENDING THE TOWN'S POLICIES FOR THE USE OF THE OCEAN PLAZA; PROVIDING FOR CONFLICT AND FOR AN EFFECTIVE DATE



Explanation: At their October 11, 2022 meeting, the Town Commission provided staff direction to amend the current plaza policy to allow Aruba Beach Café (“Aruba”) to continue utilizing an 800 square foot section of the Connie Hoffmann Ocean Plaza (“Ocean Plaza”) for outdoor dining. The proposed area is highlighted in yellow in the photograph above.

As a result of that meeting, staff is requesting approval of Resolution 2022-50, which amends the current policies for the use of the Ocean Plaza to:

- Limit Aruba’s use of the Ocean Plaza for outdoor dining to 800 square feet at the north end;

- With a minimum of 48 hours notice, require the removal of Aruba's outdoor dining when necessary to accommodate a Town event or event approved by the Town Commission;
- Require Aruba to maintain Ocean Plaza by cleaning pavers in the leased area and keeping Ocean Plaza clean and free from litter and debris;
- Require Aruba to follow all the requirements of a revocable license agreement with the Town in the area used for outdoor dining, similar to their current sidewalk café license agreement; and
- Require annual approval for Aruba's use of the Ocean Plaza prior to October 1 of each year.

If the Commission approves this change to the policy, the Administration will implement the changes through a revocable license agreement similar to the one we already utilize for Aruba's sidewalk café.

Recommendation: Staff recommends approval of Resolution 2022-50 to amend the plaza policies for Aruba Beach Café's outdoor dining use of the northern 800 square feet of the Ocean Plaza.

Attachments: Ex.1 Resolution 2022-50 Ocean Plaza Policies Amendment
Ex. A to Ex. 1 2022 Amended Plaza Policies for Ocean Plaza Aruba Use

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**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, AMENDING THE TOWN'S POLICIES
FOR THE USE OF THE OCEAN PLAZA; PROVIDING FOR
CONFLICT AND FOR AN EFFECTIVE DATE.**

WHEREAS, the Town Commission of the Town of Lauderdale-By-The-Sea (“Town”) adopted policies governing the use of the Ocean and Dune Plazas in the two easternmost blocks of Commercial Boulevard by others, and for the Beach Pavilion at the eastern end of Commercial Boulevard by Resolution 2014-18 in May 2014; and

WHEREAS, the Town Commission desires to amend its policies governing the use of the Ocean Plaza in the easternmost block of Commercial Boulevard, to authorize and regulate the continued outdoor dining use by Aruba Beach Café, established during the pandemic as documented in Resolution 2021-36, extended by Resolution 2021-59, and further extended by Resolution 2022-22 through November 10, 2022; and

WHEREAS, the Town Commission finds that the amended policies, attached as Exhibit A, are the minimum necessary to assure that Aruba Beach Café's use of Ocean Plaza is consistent with the purposes for which it was designed and constructed, is compatible with surrounding uses, and is in the best interest of the Town, its residents and visitors, and that the costs associated with such use will be borne by Aruba.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA THAT:

SECTION 1. Recitals. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Town Commission and incorporated herein.

SECTION 2. Adoption of Policies. The Town Commission hereby adopts the amended “Policies For Use of the Ocean and Dune Plazas & The Pavilion By Entities Other Than The Town,” attached hereto as Exhibit A.

SECTION 3. Conflicts. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Town Commission of the Town of Lauderdale-By-The-Sea, Florida, this 9th day of November, 2022.

MAYOR CHRIS VINCENT

ATTEST:

Town Clerk Katrina Adler

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

EXHIBIT A

POLICIES FOR USE OF THE OCEAN AND DUNE PLAZAS & THE PAVILION BY ENTITIES OTHER THAN THE TOWN

General philosophy: The beach pavilion, the Ocean Plaza, and the Dune Plaza are the premier public spaces in Town and were built for the enjoyment of our residents and visitors. They should therefore only be used for events that are open to the general public or are of significant benefit to the Town. The Town should collect fees and costs so that users bear the costs related to their events, rather than covering those costs from the Town's general fund.

Use of Ocean Plaza by Aruba for Outdoor Dining:

Based on the successful experience with piloting a program of outdoor dining in Ocean Plaza during the COVID-19 pandemic, and subsequent refinement to limit the impacts on other uses and users of Ocean Plaza, Aruba is eligible to enter into a revocable license agreement for the use of the portion of Ocean Plaza closest to their property for outdoor dining. The outdoor dining use may be applied for annually and requires approval by the Town Commission prior to October 1. It:

- a. shall not occupy more than 800 square feet of the of the north end of the Ocean Plaza within the knee wall; and
- b. shall provide for removal of the outdoor dining use when necessary to accommodate a Town event or other event approved in accordance with this policy after giving a minimum of 48 hours' notice;
- c. shall require regular maintenance of the Ocean Plaza including cleaning the pavers in the licensed area and keeping Ocean Plaza clean and free from litter and debris; and
- d. shall be conducted in accordance with all of the requirements of the revocable license agreement with the Town, including timely payment of fees specified therein.

The following policies and fees shall govern ~~the~~ all other use of the plazas and the Pavilion:

1. *Eligible users.* Use of the plaza for events open to the general public, shall be limited to:
 - a. Town commercial businesses (limited to 4 rentals per year per business)
 - b. Town-based non-profit organizations (limited to 2 rentals per year per organization)
 - c. Out of Town 501C Registered Non-Profit Organizations (limited to 1 rental per organization per year).
 - d. The plazas and pavilion will not be rented for events that are not open to the general public, although it is understood that there may be uses that require an admission fee or cost to the public.
 - e. The Town Commission may authorize the private use of the plazas by any user for an event that is deemed to be of significant benefit to the Town. (Example: a party hosted by the Town and the Convention & Visitors' Bureau whose purpose is to showcase the Town to visiting travel agents or dignitaries).
2. *Fees and costs.*

EXHIBIT A

- a. A rental fee will be charged for all such uses. The rental structure for events that are open to the general public shall be :
 - i. Town commercial business use - \$850 per day or per night
 - ii. Town-based non-profit organization - \$215 per day or night
 - iii. Out of Town 501C Registered Non-Profit Organization - \$425 per day or night
 - b. The rental fees above are per plaza. If an organization wants to utilize both plazas for their event, they must pay rent for each plaza.
 - c. Use of the plazas as part of a larger special event shall be subject to these rental fees, in addition to the special event permit fee.
 - d. The Town Manager shall estimate the cost of Town and BSO staff to service the event, and set an additional deposit that the renter must pay upfront.
 - e. If food and beverages are to be served, the deposit shall include a pressure washing fee.
 - f. Renters will be required in their rental agreement to clean up the plazas immediately after their use, pay all fees, pay the cost of any damage they do to the Town's property, and pay for all Town & BSO costs directly associated with the event. If such costs exceed the upfront payment for those services, the renter must reimburse the Town for the difference.
3. *Insurance.* Renters must provide liability insurance (and liquor liability insurance if liquor is being served in amounts set by the Town Manager) and execute indemnification agreements with the Town in a form acceptable to the Town Attorney.
4. *Potential use on holidays.*
 - a. The Town Commission will decide if they wish to make the plazas available for use of Town commercial businesses or Town-based non-profit organizations on specific holidays. Non-profit organizations that are not based in LBTS may not rent the plazas on holidays.
 - b. On those holidays the Commission designates, the Town will accept proposals for use six months in advance of the holiday and determine which proposals best fit the image and goals of the Town. After the Commission ranks the proposals in preferred order, staff will negotiate rental fees with the first ranked proposer and bring them back to the Commission for approval.
 - c. The same business or non-profit organization may not rent the same plaza on a specific holiday two years in a row if another business or non-profit wants the opportunity. The Town Manager shall determine whether others are interested in the opportunity, based on whether she or he has received written notice of such interest from an eligible business or organization no later than seven months prior to the holiday.
5. *Use on the same day as a special event.* Rentals will not be considered on days or evenings of Special Events with which they would interfere or conflict.
6. *Sales.* There shall be no sales of manufactured products (excluding food products) in the plazas during these events. Only hand-made artisan products may be sold in connection with such a rental. However, manufactured goods may be auctioned or sold at a charity event in the plaza. This restriction does not apply to the sale of food or food products.

EXHIBIT A

7. *Cancellation for Town-sponsored event.* The Town reserves the right to cancel the rental up to 90 days in advance if the Town Commission decides to hold a Town-sponsored event in the plaza on that same date.



Town Commission Agenda Item Report

Meeting Date: November 9, 2022

Submitted By: Ken Rubach, Deputy Town Manager

Submitting Department: Public Works

Item Type: Resolution

Agenda Section: RESOLUTIONS

Subject Title: RESOLUTION 2022-53 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING AND AWARDED AN AGREEMENT TO AHTNA MARINE & CONSTRUCTION COMPANY, LLC FOR CANAL DREDGING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE (**EXHIBIT 1**).

Background: In 2020, as part of our 5-Year Capital Improvement Plan, benthic surveys were performed on all the Canals within the Town. Of the Town's six canals, four were determined to require dredging in order to bring the canals to a standard depth of -5' Mean Low Water (MLW) which is average low tide elevation recommended by the Army Corps of Engineers. The Town Canals are outlined in Table 1 below and include the cubic yards necessary for dredging

Table 1

Canal	Cubic Yards	Location
Canal A	380	Bordered by Palm Club, Bel Air and Tropic Isle
Canal B	550	Bordered by Ocean Mist and Waters Edge
Canal C	200	Bordered by Waters Edge and Coral Reef
Spanish River	0	Bordered by S Terra Mar and E Terra Mar
Silver Shore Waterway	170	Bordered by Tropic, Hibiscus, Seagrape, Basin, E. Tradewinds, and S. Tradewinds
Sea Spray Bay	0	Bordered by Imperial and Codrington



Explanation: The Town issued Request for Proposal 22-07-01 (the “RFP”) soliciting proposals for canal dredging services (the “Services”). On August 16th staff along with our consulting engineers, The Chappell Group, held a mandatory pre-bid meeting for RFP 22-07-01 “Canal Dredging” with potential respondents. Eight potential bidders attended the meeting and asked questions regarding logistics (where material could be offloaded) and testing procedures (all materials needed to be tested prior to being taken to a landfill to ensure they meet all the necessary requirements).

On August 30th, the RFPs were opened and yielded two responses. An Evaluation Committee meeting was held on October 27th via zoom. This Committee was comprised of Tyler Chappell, Vice-President of The Chappelle Group, Courtney Easley, Assistant to the Town Manager, and Ken Rubach, Deputy Town Manager. The Committee scored the proposals based on 10 criteria each worth a possible 10 pts for total of 300 possible pts (**Exhibit 2**). The Committee scores 270pts for Ahtna and 217pts from Custom Built Marine. The Committee recommends awarding to Ahtna Marine & Construction Company, LLC, based on receiving the higher score. This price for dredging is \$374.54 / cu.yd (**Exhibit 3**).

Included in the price of the dredging is removal of the materials which are then stockpiled at a location in Town to dry out, the materials are then tested in order to ensure they comply with regulations and requirements for disposal at specified landfills based on the materials. Chappell

Group as part of a separate agreement overseeing the project will verify depths and quantity of materials prior to payments being issued.

As part of soliciting prices staff had inquired about potentially storing materials at a site outside of Town to see what impact that would have on the overall price. The additional cost for an out-of-Town storage site is \$160.00/per cu.yd. which is reflected on the bid tabulation sheet and would add approximately \$176,050 to the cost of the project. We have requested this alternative due to complaints that the Town received during the Palm Club project which utilized a lot on a private roadway for temporary storage. In this case, the proposed storage lot is a vacant lot on Water's Edge between 1900 & 1910 which is accessible via a Town owned and maintained road. Staff would recommend the Commission allow for Ahtna to use the lot it has secured within Town which will provide an easy loading and off-loading point. Ahtna has also agreed to reach out to the neighbors to make them aware and that they will be responsible for all restoration should damage occur, including to the public roadways.

Staff budgeted \$231,000 for the project based on previous recently bid projects at \$125.00/cu.yd. however the recommended contractor is requesting \$374.54 cu.yd which, when contingency is added, totals \$454,000. Because of this increase, we recommend dredging only Canals B, and Silver Shores Waterway in FY23 which would bring the cost of the project to \$269,668.80 plus an additional 10% contingency bringing the total project cost for FY23 to 296,635.68. This includes an increase of approximately \$65,600 over what was originally budgeted for the year. Staff has included a budget amendment in separate item to address the additional cost.

Recommendation: Staff is recommending approving Resolution 2022-53 Selecting and Awarding an Agreement to Ahtna Marine & Construction Company, LLC for canal dredging services in an amount not to exceed \$ 296,635.68 and authorizing the Town Manager to execute the Agreement. This would allow for use of the in-Town offloading point and fund the dredging of Canal B & Silver Shores Waterway.

Attachments:

- Ex. 1- Resolution 2022-53 Ahtna
- Ex. 2- Exhibit A Agreement
- Ex. 3- Committee Evaluation Ranking
- Ex. 4 RFP 22-07-01 Bid Tab

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A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING AND AWARDING AN AGREEMENT TO AHTNA MARINE & CONSTRUCTION COMPANY, LLC FOR CANAL DREDGING SERVICES PURSUANT TO REQUEST FOR PROPOSAL NO. 22-07-01; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 27, 2022, the two proposals were evaluated and ranked by an Evaluation Committee, which scored the proposal by Ahtna Marine & Construction Company, LLC (the “Contractor”) as the highest ranked proposal; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize an Agreement with the Contractor for the Services.

Section 1. Recitals. Each “WHEREAS” clause set forth is true and correct and herein incorporated by this reference.

30 **Section 2. Selection of Contractor and Award of Agreement.** The Town Commission
31 hereby selects the Contractor’s proposal for the Services and awards the Contractor an Agreement
32 for the Services in an amount not to exceed \$296,635.68.

33 **Section 3. Authorization to Execute Agreement.** The Town Commission hereby
34 authorizes the Town Manager to enter into the Agreement, in substantially the form attached hereto
35 as Exhibit “A,” with the Contractor for the Services in an amount not to exceed \$296,635.68,
36 subject to the approval as to form, content, and legal sufficiency by the Town Manager and Town
37 Attorney.

38 **Section 4. Implementation.** The appropriate Town officials are authorized to execute all
39 necessary documents and to take any necessary action to effectuate the intent of this Resolution.

40 **Section 5. Effective Date.** This Resolution shall become effective immediately upon its
41 passage.

42 **PASSED AND ADOPTED** this 9th day of November, 2022.

43 _____
44 Mayor Chris Vincent
45

46 Attest:
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51 _____
52 Katrina Adler, Town Clerk
53 (CORPORATE SEAL)
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55 APPROVED AS TO FORM:
56
57
58

59 _____
Susan L. Trevarthen, Town Attorney

Town of Lauderdale-By-The-Sea Canal Dredging Project Agreement

THIS AGREEMENT dated the 9th day of November, 2022, between The **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation (the “TOWN”) and **AHTNA MARINE & CONSTRUCTION COMPANY, LLC**, a Florida limited liability company (the “CONTRACTOR”).

1. DEFINITIONS

Wherever used in this Agreement or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.1 **Town Representative** means the Town Manager or the Assistant Town Manager.
- 1.2 **TOWN** means the Town of Lauderdale-By-The-Sea and its assigns, and/or the Town Commission, as applicable or as indicated herein.
- 1.3 **Contract Documents** refers to this Agreement, the Request for Proposal No. 22-07-01 (the “RFP”), attached hereto and incorporated herein as **Exhibit “A,”** Contractor’s Proposal related to the RFP, opened August 30th, 2022, attached hereto and incorporated herein as **Exhibit “B,”** all specifications, Certificate(s) of Insurance, additional documents required to be submitted under this Agreement, and all written amendments issued on or after the effective date of this Agreement. In the event of conflict among the various components of the Contract Documents, the following shall govern in the following order: this Agreement and written amendments thereto, the documents to be submitted hereunder, the RFP, and Contractor’s Proposal.
- 1.4 **CONTRACTOR Representative** means Anthony Cavo, General Manager, or designee.
- 1.5 **Effective Date of the Agreement** means the date on which the Agreement is signed and delivered by the last of the parties.
- 1.6 **Contract Price** means price compensation described or identified in Contractor’s Proposal, RFP Form Exhibit C.
- 1.7 **Work Site** means the location where Contractor is required to performed services in accordance with the Contract Documents.
- 1.8 **Project** means the Work collectively described in the Contract Documents.
- 1.9 **Work** means the result of providing materials and performing services, specifically, including but not limited to, furnishing labor, equipment and materials, used for or incorporated in the Project as required by the Contract Documents, including, without limitation as set forth in Exhibit A and Exhibit B hereof.

2. CONTRACT DOCUMENTS

The Contract Documents incorporated herewith and as defined above, constitute the entire agreement between TOWN and CONTRACTOR concerning the Work.

Town of Lauderdale-By-The-Sea Canal Dredging Project Agreement

3. SCOPE OF WORK

The CONTRACTOR shall furnish all of the materials, tools, supplies, equipment, vehicles and labor necessary to accomplish the canal dredging, including proper set up and clean up, as specifically described in the Contract Documents. CONTRACTOR shall begin the Work upon issuance of a work authorization by the TOWN. The Work shall be completed within the time specified in the work authorization.

4. CONTRACT PRICE

The total contract price shall be \$296,635.68, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon TOWN'S obligation to compensate CONTRACTOR for its services related to this Agreement. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

5. MODIFICATION OF WORK SITE

In the event the TOWN adjusts the scope of the Work, TOWN shall give CONTRACTOR at least sixty (60) days' notice from the date the change is effective.

- (a) The TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to a change in the Work. Any request for a compensation increase by CONTRACTOR (beyond what is provided for in the Contract Documents) due to a change in the Work shall be accompanied by documentation detailing the additional expense(s) to the CONTRACTOR.
- (b) The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment. In the event the parties cannot reach agreement, then either party has the right to terminate this agreement with 45 days written notice.

6. FINAL COMPLETION

The CONTRACTOR shall complete the Work and achieve substantial completion in accordance with the Contract terms and conditions within 150 calendar days of the TOWN'S issuance of the Notice to Proceed and shall achieve final completion in accordance with the Contract terms and conditions within 180 calendar days of the TOWN'S issuance of the Notice to Proceed (the "Final Completion Date").

7. CONTRACTOR'S RESPONSIBILITIES

The CONTRACTOR shall be responsible for the following:

Town of Lauderdale-By-The-Sea

Canal Dredging Project Agreement

- 7.1 CONTRACTOR shall obtain all permits and licenses and be responsible for all permit and license fees.
- 7.2 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention as necessary thereto and applying CONTRACTOR'S best skill, attention and expertise at all times.
- 7.3 CONTRACTOR shall be responsible to see that the Work complies with all applicable law, including local, state and federal regulation.
- 7.4 During the progress of the Work, CONTRACTOR shall provide full-time competent Project supervision and any necessary assistants. CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the Work.
- 7.5 All Work shall be performed by employees or disclosed subcontractors of CONTRACTOR.
- 7.6 CONTRACTOR shall confine equipment and the storage of materials to the Work Site or as otherwise directed by TOWN and shall not unreasonably encumber the Work Site or adjacent areas with equipment or other materials, whether private property or otherwise. CONTRACTOR shall minimize interference with TOWN property or business and that of private citizens, including without limitation the owner and/or lessee of properties and businesses adjacent to the Work Site. CONTRACTOR assumes full responsibility to the owner and occupant for any damage to any land or area resulting from the performance of the Work. Should any claim be made against TOWN by any private owner or occupant due to performance of the Work, CONTRACTOR shall promptly attempt to settle with such party by agreement, or otherwise resolve the claim. The general indemnification provided in this Agreement specifically, and without limitation, applies to claims arising out of CONTRACTOR'S services performed on the Work site and adjacent areas.
- 7.7 CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all persons and organizations and real and personal property at the Work site or areas adjacent thereto that are exposed to the Work materials.

8. DEFECTIVE WORK

If CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way as to conform to the Contract Documents, TOWN may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of TOWN to stop the Work shall not give rise to any duty on the part of TOWN to exercise this right for the benefit of CONTRACTOR or any other party. Any such stoppage shall not give rise to a claim of delay, interference, or other claim by CONTRACTOR.

9. INSURANCE

- 9.1 EACH YEAR DURING THE TERM HEREOF, NO LATER THAN MAY 1, THE

Town of Lauderdale-By-The-Sea Canal Dredging Project Agreement

CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE TOWN OF LAUDERDALE-BY-THE-SEA AND THE LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT ARE EACH AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. The certificates of insurance shall name the types of policies provided. CONTRACTOR shall not commence the Work until after CONTRACTOR has obtained all insurance required herein and the certificate(s) of insurance have been received and approved by TOWN.

- 9.2 The CONTRACTOR shall procure and maintain at its own expense, and keep in effect during the Term of this Agreement, a policy or policies of insurance which include at least the coverage and limits of liability as provided in Exhibit "A".
- 9.3 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.
- 9.4 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against TOWN with the express intention of the parties being that the required insurance coverage protects both parties and, if applicable, the private property owner of the Launch Site as the primary coverage for any and all losses covered by the above described insurance.

10. WARRANTIES; TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

- 10.1 The CONTRACTOR warrants that all Work will be performed in a professional and first class manner using only new materials of the best quality available and the most current technological resources.
- 10.2 CONTRACTOR warrants to the TOWN that it will comply with all applicable federal, state and local laws, regulations, and orders in carrying out its obligations under this Agreement.
- 10.3 CONTRACTOR warrants to the TOWN that CONTRACTOR has inspected the Work Site and has satisfied itself as to the conditions thereof in all respects and agrees the Contract Price is just and reasonable compensation for the Work, including all foreseen or foreseeable risks, hazards, and difficulties in connection therewith.

11. CONTRACTOR'S INDEMNIFICATION

- 11.1 General Indemnification. The CONTRACTOR shall indemnify, defend and hold harmless and at TOWN'S option, pay for an attorney selected by TOWN, to defend the

Town of Lauderdale-By-The-Sea

Canal Dredging Project Agreement

TOWN and the TOWN'S Consultant, Engineer, Attorneys and assigns and their officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the CONTRACTOR or its employees, agents or subcontractors, regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the CONTRACTOR to comply with any of the paragraphs herein or the failure of the CONTRACTOR to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Contract.

- 11.2 Indemnification for Construction Contracts. In the event that the performance of services under this Contract is deemed to be a "construction contract" pursuant to §725.06, Florida Statutes, as may be amended from time to time, the following indemnification shall apply in lieu of Paragraph 9.1 above: To the fullest extent permitted by Chapter 725, Florida Statutes, as may be amended, the CONTRACTOR hereby agrees to indemnify and hold harmless the TOWN, its officers 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 Documents.
- 11.3 The indemnification obligations under this Section 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 Documents under any insurance required by the Contract Documents including, but not limited to, workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 11.4 The obligations of the CONTRACTOR under the Agreement shall not extend to the liability of the Consultant, the Consultant's subconsultants, and agents and employees or any of them arising out of (1) the Consultant's preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Consultant, the Consultant's subconsultants, and agents and employees of any of them.
- 11.5 The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no

Town of Lauderdale-By-The-Sea Canal Dredging Project Agreement

way limit the CONTRACTOR'S responsibility to indemnify, keep and save harmless and defend the TOWN or its respective officers, employees, agents and instrumentalities as required herein. CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity. The provisions of this Article shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Owner, any sums due Contractor under this Agreement may be retained by TOWN until all of TOWN'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest.

11.6 The CONTRACTOR agrees to defend, hold harmless and indemnify the TOWN and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the TOWN, occurring on account of, arising from or in connection with the removal and replacement of any CONTRACTOR'S personnel performing services hereunder at the behest of the TOWN'S Representative. Removal and replacement of any CONTRACTOR'S personnel as used in this Section shall not require the termination or demotion of such CONTRACTOR'S personnel.

11.7 Nothing in this Agreement shall be deemed or treated as a waiver by the TOWN of any immunity to which it is entitled by law, including but not limited to the TOWN'S sovereign immunity as set forth in Section 768.28, Florida Statutes.

11.8 The parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

12. PAYMENTS TO CONTRACTOR

The TOWN shall make payment to the CONTRACTOR in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes. The payment will be made by check and mailed to CONTRACTOR at the address provided in this Contract. The TOWN may withhold in whole or in part, final payment to such extent as may be necessary to protect itself from loss on account of failure to carry out the Work in accordance with the Contract Documents.

13. TOWN'S TERMINATION OF THIS AGREEMENT

13.1 TOWN may terminate this Agreement immediately upon the occurrence of any one or more of the following events:

13.1.1 If CONTRACTOR fails to comply with any laws or regulations of any public body having jurisdiction, including local, state and federal regulations and

Town of Lauderdale-By-The-Sea Canal Dredging Project Agreement

guidelines, or acceptable safety practices.

13.1.2 If CONTRACTOR otherwise violates any provisions of the Contract Documents.

13.1.3 If the TOWN fails to appropriate funds for the Work, TOWN shall give notice to CONTRACTOR within thirty (30) days of TOWN'S adoption of its annual budget, which occurs each year in September.

13.2 Upon seven (7) calendar days Written Notice to CONTRACTOR, TOWN may, terminate this Agreement for TOWN'S convenience. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time. CONTRACTOR shall be paid for Work completed to date upon a showing of expenses incurred specifically on behalf of TOWN, but shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

14. NOTICE

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

For TOWN: Town Manager
 Town of Lauderdale-By-The-Sea
 4501 N. Ocean Drive
 Lauderdale-By-The-Sea, Florida 33308
 Telephone: 954-640-4200
 Facsimile: 954-640-4236

Copy to: Town Attorney
 Town of Lauderdale-By-The-Sea
 4501 N. Ocean Drive
 Lauderdale-By-The-Sea, Florida 33308
 Telephone: 954-640-4200
 Facsimile: 954-640-4236

For CONTRACTOR: Anthony Cavo
 General Manager
 Ahnta Marine & Construction Co.
 2125 E. Atlantic Blvd
 Pompano Beach, FL 33062
 Office: 954-568-0007
 Fax: 954-943-8550

Town of Lauderdale-By-The-Sea Canal Dredging Project Agreement

Written Notice shall be deemed to be duly served if delivered in person to the individual or to an officer of the corporation or entity for whom it is intended, or if delivered at or sent by certified mail, return receipt requested, to the last business address provided in writing to the other party.

Facsimile, electronic or telephonic transmission shall not be considered as written notice.

15. LIQUIDATED DAMAGES

The TOWN and CONTRACTOR recognize that time is of the essence with respect to the Work and the TOWN would suffer financial loss if the Work is not completed within the time specified in the Time of Completion section above, subject to adjustments of the Contract Time as provided in the Contract Documents. The TOWN and CONTRACTOR also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by the TOWN if the Work is not completed on time. Accordingly, in lieu of requiring any such proof, the TOWN and CONTRACTOR agree that, as liquidated damages for delays, CONTRACTOR shall pay the TOWN, in addition to any other damages and/or remedies to which City may be entitled, the amount of \$100 per day for each calendar day after the Final Completion Date where the CONTRACTOR fails to reach final completion in accordance with the Contract Documents. CONTRACTOR further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the TOWN due to delay, the CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of Contract execution.

16. WAIVER OF JURY TRIAL

The TOWN and CONTRACTOR irrevocably and knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.

17. SURVIVAL OF PROVISIONS

Any terms and provisions that require acts of the CONTRACTOR beyond the termination or expiration of this Agreement, including, without limitation, any insurance and indemnification provisions, shall survive the termination of this Agreement.

18. PUBLIC RECORDS

The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

Town of Lauderdale-By-The-Sea Canal Dredging Project Agreement

- a) Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the service.
- b) Upon request by TOWN'S records custodian, provide TOWN with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
- d) Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by CONTRACTOR to TOWN, at no cost to TOWN, within seven days. All records stored electronically by CONTRACTOR shall be delivered to TOWN in a format that is compatible with TOWN'S information technology systems. Once the public records have been delivered to TOWN upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- e) CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the TOWN.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, Tedraa@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

19. SCRUTINIZED COMPANIES

21.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR or its subcontractors are found to have submitted a false certification; or if CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is

Town of Lauderdale-By-The-Sea Canal Dredging Project Agreement

engaged in the boycott of Israel during the term of the Agreement.

21.2 If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

21.3 CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

21.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

20. ETHICS

22.1 CONTRACTOR warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

22.2 No officer or employee of the TOWN, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

22.3 No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.

22.4 CONTRACTOR covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

21. MISCELLANEOUS

21.1 CONTRACTOR shall not assign or transfer this Agreement or its rights, title or interests therein without TOWN'S prior written approval, which may be withheld for any reason.

Town of Lauderdale-By-The-Sea Canal Dredging Project Agreement

- 21.2 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Venue shall lie in Broward County, Florida.
- 21.3 Should the Court determine that any part, term or provision of this Agreement is invalid, illegal or in conflict with any Federal, State or local law, the validity of the remaining portion or provisions of this Agreement shall not be affected thereby.
- 21.4 Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.
- 21.5 Waiver of Jury Trial. The Town and Contractor **knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings** in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
- 21.6 Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.
- 21.7 No Contingent Fees. Contractor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- 21.8 Verification of Employment Eligibility. Contractor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the

Town of Lauderdale-By-The-Sea
Canal Dredging Project Agreement

Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

**Town of Lauderdale-By-The-Sea
Canal Dredging Project Agreement**

IN WITNESS WHEREOF, TOWN and CONTRACTOR have signed this Agreement, in duplicate.

**TOWN OF LAUDERDALE-BY-THE-SEA,
FLORIDA**

ATTEST:

By: _____
Linda Connors, Town Manager

Katrina Adler, Town Clerk

Date: _____, 2022

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**AHTNA MARINE & CONSTRUCTION
COMPANY, LLC**

WITNESS:

Signature of Witness

Printed Name of Witness

By: _____
Name, Title

_____, Corporate Secretary
(Corporate Seal)

**Town of Lauderdale-By-The-Sea
Canal Dredging Project Agreement**

EXHIBIT A

RFP No. 22-07-01

**Town of Lauderdale-By-The-Sea
Canal Dredging Project Agreement**

**EXHIBIT B
Contractor's Proposal**

Town of Lauderdale-By-The-Sea



REQUEST FOR PROPOSAL 22-07-01

Canal Dredging Project

RFP OPENING: AUGUST 30, 2022, 2:00 P.M.

Town Hall
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUEST FOR PROPOSALS NO. 22-07-01

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit proposals to provide:

Canal Dredging Project

The Town intends to award a contract to a firm(s) to provide services necessary for the project (the "Project") described herein.

The Town of Lauderdale-By-The-Sea, Florida (the "Town") will receive sealed proposals until 2:00 p.m. (local), August 30, 2022, in Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

The Town's contact person for this RFP is:

Katrina Adler, Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4201.
Fax: 954-640-4236
Email: townclerk@lbts-fl.gov

RFP documents may be obtained via the Internet at the Town of Lauderdale-By-The-Sea website at www.lauderdalebythesea-fl.gov and this RFP is posted on www.Demandstar.com. If you do not have internet access, you may obtain the documents by contacting the Town Clerk. See Part II, Section H of the RFP for information regarding submitting a proposal.

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

Table of Contents

Part I	Statement of Work	1
A	Objective	2
B.	General Information	2
C	Scope of Work	2
D	Technical Requirements	3
E	Insurance and Licenses	3
Part II	General Information	12
A	Definitions	12
B	Invitation to Propose; Purpose	12
C	Contract Awards	12
D	Proposal Costs	12
E	Inquiries	13
F	Delays	13
G.	Pre-proposal Meeting	13
H	Proposal Submission	13
I	Proposal Format	14
J	Proposal – Procedural Information	16
K	Public Records	17
L	Irregularities; Rejection of Proposals	18
M	Evaluation Method and Criteria	18
N	Representations and Warranties	19
O	Town Contract	20

Part III General Conditions

Exhibits	Forms Page
RFP Form A. Qualifications Statement	A-1
RFP Form B. Reference Form	A-3
RFP Form C. Price Proposal Form	A-4
RFP Form D. Proposer's Certification	A-6

Canal Dredging Project
Town of Lauderdale-By-The-Sea RFP No. 22-07-01
Part I – Statement of Work

Town of Lauderdale-by-the-Sea
4501 N. Ocean Drive
Lauderdale-by-the-Sea, FL 33308

CANAL MAINTENANCE DREDGING, BROWARD COUNTY, FLORIDA

The Town of Lauderdale-by-the-Sea will receive sealed bids for the construction of the maintenance dredging project at its offices at 4501 N. Ocean Drive, Lauderdale-by-the-Sea, Florida 33308 until 2pm on August 30, 2022, and then, at said office, the bids will be publicly opened and read aloud. The Town will award the project to the qualified, responsible and responsive Bidder presenting the lowest bid.

The base project (RFP No. 22-07-01) generally entails dredging approximately 1,100 CY of material from 1.44 acres within three (3) canals within Lauderdale-by-the-Sea to a depth of -5 feet Mean Low Water (MLW). In accordance with permit conditions, material shall be dredged via the use of a mechanical dredge to remove all material (inclusive of all in-channel debris) from the dredge template. Dredge material shall be offloaded at location selected by the contractor and approved by the Town.

The successful Bidder will have **180** calendar days from the Notice to Proceed to complete the entire project.

The Town will hold a mandatory pre-bid meeting at 11:00 AM, local time August 16, 2022. Attendees shall meet via Zoom. Bidders are requested to RSVP (with the name of all attendees) to Ken Rubach (kenr@lauderdalebythesea-fl.gov) no later than 1 week (7 calendar days) prior to the date of the meeting.

A Bid Bond will be required for bids that exceed \$200,000.00. Bids providing less than 90 days for Town acceptance after the date of the bids are due will not be considered and will be rejected.

Canal Dredging Project
Town of Lauderdale-By-The-Sea RFP No. 22-07-01
Part I – Statement of Work

PART I - STATEMENT OF WORK

A. OBJECTIVE

The Town of Lauderdale-By-The-Sea is a seaside community with a permanent population of about 6,000 that increases to about 9,000 during the winter season. The Town is approximately 2 square miles bordered by the Intracoastal Waterway to the west and the Atlantic Ocean to the east. The Town is seeking to hire a qualified contractor to dredge approximately 1,100 CY of material from 1.44 acres of three (3) canals in the Town of Lauderdale by-the-Sea to a depth of - 5 feet Mean Low Water, (MLW).

B. GENERAL INFORMATION

There are three (3) canals to be dredged with approximately 1,100 CY of material to be removed. The selected Contractor will be required to perform dredging services for the Town in accordance with the RFP requirements.

C. SCOPE OF WORK

For the purpose of this RFP, the Town has separated the canals into the following three service areas:

1. Canal A, approximate coordinates (26.212060°, -80.095344°).
2. North Beach is from Pine Avenue (south boundary) to Terra Mar Drive (north boundary). This section is approximately 7,180 feet (1.4 miles). Canal B, approximate coordinates (26.208013°, -80.097234°).
3. Silver Shores Waterway, approximate coordinates (26.186728°, -80.099665°).

Canal Dredging Project
Town of Lauderdale-By-The-Sea RFP No. 22-07-01
Part I – Statement of Work

Mandatory Minimum Requirements

In order to be deemed responsive and considered for contract award, each Proposer shall satisfy the following mandatory minimum requirements:

1. Copies of the Bidder's State or County (as applicable) Contracting licenses.
2. The names, addresses, and telephone numbers of three (3) references. Bidders shall use the REFERENCES form provided in Exhibits- RFP Form B Reference Form.
3. Descriptions of at least three (3) projects of a similar nature that the Bidder has completed in the last three (3) years or currently has under way. Bidders shall use the QUALIFICATIONS STATEMENT form provided in Exhibits- RFP Form A Qualifications Statement
4. Provide a narrative plan for execution of dredging and disposal of dredged material. Bidders shall use the QUALIFICATIONS STATEMENT form provided in Exhibits- RFP Form A Qualifications Statement

Other information, including, but not limited to, additional references, financial data, evidence of qualification to conduct business in the jurisdiction where the project is located, and construction methods and equipment to be utilized in the completion of any portion of the work shall be provided upon specific request by the Town. The Town reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Town that such Bidder is properly qualified and licensed to carry out the obligations of the Contract Documents and to complete the Work contemplated therein.

D. *INSURANCE AND LICENSES*

The successful Proposer shall maintain in full force and effect throughout the contract: (a) insurance coverage reflecting the minimum amounts and conditions required by the Town, and (b) any required licenses.

1. **Marine General Liability Insurance** - -\$1Million per occurrence and \$2 million in the aggregate. This policy MUST include Products and Completed Operations, and XCU exclusion is endorsed on policy. I would recommend that the Contractor provide per project limits which means that the limits provided on the marine general liability policy are dedicated to the project and not shared amongst other projects the contractor has on the books. The town must be named as Additional Insured for Marine General Liability, Business Auto Liability, and Contractors Pollution for the work being done. If there are sub-contractors performing work on behalf of the general contractor, then I would recommend the General contractor requires his/her sub-contractors to name the town as Additional Insured as well.

Canal Dredging Project

Town of Lauderdale-By-The-Sea RFP No. 22-07-01

Part I – Statement of Work

2. **Workers' Compensation Insurance** – Statutory limits with employer's liability limits of \$1,000,000
2. **Comprehensive Automobile Liability Insurance** - \$1million per occurrence for bodily injury and property damage, including hired and non-owned auto.
4. **Contractors Pollution Policy** – \$1million per occurrence and \$2million in the aggregate for bodily injury and property damage, including Products and Completed Operations. I would ask for this policy to provide per project limits [this can cost more but is the ideal coverage).

Additional Insured

Town of Lauderdale by The Sea must be named as an additional insured on all policies except for workers' compensation. The contractor's insurance policy must be endorsed to include the following language "The Town of Lauderdale by The Sea, its officers, officials and employees, are to be covered as an additional insured with respect to liability arising out of the "work" or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such work or operations.

Acceptability of Insurers

Insurance is to be placed with insurers duly licensed and authorized to do business in the State of Florida and with an AM Best Rating of not less than A-Vii. The Town in no way warrants that the above required minimum insurer rating is sufficient to protect the successful Proposer from potential insurer insolvency.

Waiver of Subrogation

Insurance will be primary and noncontributory and will include a Waiver of Subrogation by both the successful Proposer and its insurers in favor of the Town on all policies including marine/general liability, auto liability, contractors' pollution and the workers' compensation policy, as well as any umbrella or excess policy coverage [if applicable].

INSURANCE REQUIREMENTS

Without limiting any of the other obligations or liabilities of Contractor, Contractor shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by the District Town (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth herein.

Canal Dredging Project

Town of Lauderdale-By-The-Sea RFP No. 22-07-01

Part I – Statement of Work

6.1 WORKERS' COMPENSATION/EMPLOYER'S LIABILITY INSURANCE

Such insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. In addition, the policy(ies) must include:

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: \$1,000,000 Each Accident

\$1,000,000 Disease – Policy Limit

\$1,000,000 Disease – Each Employee

In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for:

a. If any of Contractor's employees or subcontractors' (of any tier) employees will be involved in loading, unloading, building or repairing vessels, coverage shall be included for the U.S Longshoremen & Harbor Workers Act. Such coverage shall be provided on a form no more restrictive than NCCI Form WC 00 01 06A Longshore and Harbor Workers' Compensation Act Coverage Endorsement.

b. If any of Contractor's employees or subcontractors' (of any tier) employees will be working as the masters or crew members of any vessel, coverage shall be included for losses arising out of injuries to such employees. Such coverage is to be provided on a form no more restrictive than the latest edition of the NCCI Form WC 00 02 01B Maritime Coverage Endorsement.

In the event that Contractor provides all or a portion of the Workers' Compensation/Employers Liability insurance required herein via a professional employer organization ("PEO") or employee leasing company, any such Workers' Compensation/Employers Liability insurance provided will only be deemed acceptable solely for the purposes of insuring Contractor's enrolled employees. In addition, and notwithstanding the foregoing, in order to adequately protect the

Canal Dredging Project

Town of Lauderdale-By-The-Sea RFP No. 22-07-01

Part I – Statement of Work

District against injuries to uninsured employees of Subcontractors and non-enrolled employees of Contractor, Contractor must still procure, maintain, and furnish District with evidence of a stand-alone separate Workers' Compensation/Employers Liability insurance policy issued with Contractor as the named insured, and complying with all requirements for Contractor provided Workers' Compensation contained in the Agreement. It is permissible for Contractor to exclude payroll of leased employees from such separate Workers' Compensation/Employers Liability insurance policy.

The Workers' Compensation policy must be endorsed to waive the insurers right to subrogate against the Town and Town's Commissioners, officers, employees and agents in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the Town and the Town's Commissioners, officers, employees and agents scheduled thereon.

6.2 COMMERCIAL GENERAL LIABILITY INSURANCE

Such insurance shall be on a form no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria

Terrorism

Silica, asbestos or lead

Sexual molestation

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$5,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Personal and Advertising Injury

Canal Dredging Project

Town of Lauderdale-By-The-Sea RFP No. 22-07-01

Part I – Statement of Work

\$5,000,000 Each Occurrence

Contractor shall continue to maintain products/completed operations coverage in the amount stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

Town and Town's Commissioners, officers, employees and agents shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor) combined with ISO form CG 20 37 (Additional Insured – Owners, Lessees or Contractors – Completed Operations).

Contractor shall cause its subcontractors to purchase and maintain commercial general liability insurance in the minimum amount of \$1,000,000, covering District and Contractor.

6.3 BUSINESS AUTOMOBILE LIABILITY INSURANCE

Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Contract.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Occurrence- Bodily Injury and Property Damage Combined

6.4 WATERCRAFT/VESSEL LIABILITY INSURANCE

To the extent watercraft are utilized, Contractor shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover Contractor and subcontractors for injuries or damage arising out of the use of all owned, non-owned and hired watercraft. The insurance shall

Canal Dredging Project

Town of Lauderdale-By-The-Sea RFP No. 22-07-01

Part I – Statement of Work

include the Town and Town's Commissioners, officers, employees and agents "Additional Insureds".

The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate \$5,000,000

6.5 POLLUTION/ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE

Such insurance shall include clean-up costs and cover Contractor for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Contract, or which arises out of, or in connection with this Contract, including coverage for clean-up of pollution conditions and third-party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage. Such insurance shall be on a form acceptable to Town.

Town and Town's Commissioners, officers, employees and agents shall be included as "Additional Insureds" on the policy.

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$5,000,000 Each Claim/Occurrence

\$5,000,000 Annual Aggregate

6.6 PROPERTY/BUILDER'S RISK

Contractor shall be responsible to maintain Builder's Risk and/or and Installation policy for all construction projects. The coverage limit shall be equal to 100% of the completed value of the project. Such coverage shall be written on "all-risk" including coverage for the perils of windstorm and flood. Such coverage shall be written on an "agreed value" basis and shall not be subject to a coinsurance clause. The maximum deductible for other than windstorm and flood shall be \$25,000. The

Canal Dredging Project

Town of Lauderdale-By-The-Sea RFP No. 22-07-01

Part I – Statement of Work

maximum deductible for windstorm and/or flood shall be 2% of the value of the project at the time of the loss. Town shall be included on the policy as a Named Insured and a loss payee.

Until such insurance is no longer required by this Contract, Contractor shall provide Town with renewal or replacement evidence of insurance at least fifteen (15) days prior to the expiration or termination of such insurance.

All policies required by this Contract shall be endorsed to provide that the insurer will provide Town thirty (30) days' advance notice of any cancellation of the policy, except in cases of cancellation for nonpayment of premium for which District shall be given ten (10) days' advance notice.

Insurers providing the insurance required by this Contract must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.

In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

Contractor shall provide to Town satisfactory evidence of the insurance required in the Contract within fifteen (15) calendar days after notification of award of the Contract. As evidence of compliance with the insurance required herein, Contractor shall furnish District with one of the following forms of acceptable evidence of insurance:

- a. 1. an appropriate Certificate of Insurance (which identifies the project) and is signed by an authorized representative of the insurer evidencing all coverage required; and
2. a copy of the actual additional insured endorsement as issued on the policy(ies), signed by an authorized representative of the insurer(s) verifying inclusion of the Town and the Town's Commissioners, officers, employees and agents as additional insureds;
- b. the original of the policy(ies); or
- c. other evidence satisfactory to the Town.

Canal Dredging Project

Town of Lauderdale-By-The-Sea RFP No. 22-07-01

Part I – Statement of Work

The official title of the certificate holder is Town of Lauderdale-by-the-Sea. This official title shall be used in all insurance documentation.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to the Town, if requested by the District, Contractor shall, within thirty (30) days after receipt of a written request from Town, provide the Town with a certified copy or certified copies of the policy or policies providing the coverage required herein. Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required herein.

The insurance provided by the Contractor shall apply on a primary basis to and shall not require contribution from any other insurance or self-insurance maintained by the Town or the Town's Commissioners, members, officers, employees or agents. Any insurance, or self-insurance, maintained by the Town shall be in excess of, and shall not contribute with, the insurance provided by Contractor.

Town and Contractor, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against each other and any of their other contractors, subcontractors, agents and employees, each of the other, for damages or loss to the extent covered and paid for by any insurance maintained by the other party.

Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of the Town or the Town's Commissioners, officers, employees and agents any deductible or self-insured retention applicable to a claim against the Town or the Town's Commissioners, officers, and employees.

Town reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, 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.

Canal Dredging Project

Town of Lauderdale-By-The-Sea RFP No. 22-07-01

Part I – Statement of Work

Compliance with these insurance requirements shall not limit the liability of Contractor, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to the Town or the Town's Commissioners, officers or employees by the insurance provided by Contractor or the Town shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Contractor) available to Town under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from the responsibility to provide insurance as required by this Contract.

END OF PART I

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP): **Proposer** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP. **Town** shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents and elected officials.

Contact Person for the purpose of this RFP shall mean:

Katrina Adler, Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4202.
Fax: 954-640-4236
Email: townclerk@lbts-fl.gov

B. INVITATION TO PROPOSE; PURPOSE

The Town solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the Town as specifically described in Part I, Statement of Work.

C. CONTRACT AWARDS

The Town Commission anticipates entering into a contract with the Proposer who submits the proposal judged by the Town to be most advantageous. The Town anticipates awarding one contract but reserves the right to award more than one contract if in its best interest. If the Town selects a Proposal, the Town shall provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Town Attorney and has been executed by both the Town (with Commission approval, if applicable) and the successful Proposer.

D. PROPOSAL COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

E. INQUIRIES

The Town shall not respond to oral inquiries. Proposers may mail, email or fax written inquiries for interpretation of this RFP to the attention of the Town Clerk. Please mark the correspondence “RFP No. 22-07-01 QUESTION”.

The Town shall respond to written inquiries received at least 7 working days prior to the date scheduled for submission of the proposals. The Town shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Town shall email, mail or fax written addenda to any potential Proposer who has provided their contact information to the Town Clerk for such purpose. Although the Town shall make an attempt to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town shall attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING

The Town will hold a mandatory pre-proposal meeting and site visit (to the dredged material management area) at the date, time, and place referenced in PART I STATEMENT OF WORK. Representatives of the Town will be present at the pre-proposal meeting to discuss the project. All Proposals are required to attend and participate in the entire meeting. Failure on the part of any Proposal to attend the pre-bid meeting may, at the Town's discretion, render their Proposal unresponsive. The Town will transmit to all prospective Proposers of record such Addenda as the Town considers necessary in response to questions arising at the pre-bid meeting. Oral statements may not be relied upon and will not be binding or legally effective.

H. PROPOSAL SUBMISSION

Proposers shall submit one (1) original and electronic (1) copy on a USB drive of the proposal in a sealed, opaque package. The package shall be clearly marked on the outside as follows:

To: Town of Lauderdale-By-The-Sea
RFP No. 22-07-01
Project: Canal Dredging Project

Submitted by: _____
Address: _____.

Proposals shall be submitted in person or by mail. Email submittals are not accepted.

Late submittals, additions, or changes shall not be accepted and shall be returned to the bidder unopened.

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

Due to the irregularity of mail service, the Town cautions Proposers to assure actual delivery of proposals to the Town prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the Office of the Town Clerk before proposal opening time. It is the sole responsibility of each Proposer to ensure that their Proposal is received by the Town by the specified due date and time. Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the Town's opening of Proposals. Proposals, once opened, become property of the Town and shall not be returned.

I. PROPOSAL FORMAT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise specified, Proposers shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or completed in ink. Proposals shall be signed in ink. When an RFP requires multiple copies they may be included in a single envelope or package properly sealed and identified.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. In order to be deemed responsive and considered for contract award, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal

This letter shall summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.

2. Title Page

The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

3. Table of Contents

Include a clear identification of the material by section and by page number.

4. Organization Profile and Qualifications

This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Each Proposer must include:

- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
- Resumes and professional qualifications of all primary individuals and identify the person(s) who shall be the Town's primary contact and provide the person(s') background, training, experience, qualifications and authority.
- Completed RFP Forms A, B, C, and D. All RFP forms are included as exhibits to this document and are available on the Town website in Word format.
- Copies of the Bidder's State or County (as applicable) Contracting licenses.
- The names, addresses, and telephone numbers of three (3) references. Bidders shall use the REFERENCES form provided in RFP FORM .
- Descriptions of at least three (3) projects of a similar nature that the Bidder has completed in the last three (3) years or currently has under way. Bidders shall use FORM B.
- Provide a narrative plan for execution of dredging and disposal of dredged material. Bidders shall use FORM A.

J. Experience

The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishment for each.

K. Approach to Providing Services

This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products to be provided. This section

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

shall also include a list of equipment the Proposer proposes to use to perform the Work in accordance with the requirements of this RFP.

- L. Compensation
The proposal shall document the fee proposal for the goods and/or services on RFP Form C.
- M. Additional Information
Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.
- N. PROPOSAL – Procedural Information
1. Interviews:
The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town is not responsible for any expenses which Proposers may incur in connection with a presentation to the Town or related in any way to this RFP.
 2. Request for Additional Information:
The Proposer shall furnish such additional information as the Town may reasonably require. This includes information, which indicates financial stability as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.
 3. Proposals Binding:
All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following proposal opening. Town may desire to accept a proposal after the 120-day period. In such case, Proposer may choose whether or not to continue to honor the proposal terms.
 4. Alternate Proposals:
An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The Town shall, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.
 5. Proposer's Certification Form:

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

Each proposer shall complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. This form must be acknowledged before a notary public with notary seal affixed on the document.

O. **PUBLIC RECORDS**

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Proposer's responsibility to become familiar with these concepts. The contract shall include a provision wherein the Proposer releases and agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records. By statute, the contract shall also contain the following clauses:

The Contractor shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

- a) Keep and maintain public records that ordinarily and necessarily would be required by Town in order to perform the service.
- b) Upon request by Town's records custodian, provide Town with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
- d) Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to Town, at no cost to Town, within seven days. All records stored electronically by Contractor shall be delivered to Town in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

- e) Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, townclerk@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

P. IRREGULARITIES; REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

Q. EVALUATION METHOD AND CRITERIA

1. General The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each proposer, including shareholders, principals and senior management, before making an award. Awards, if any, will be based on the evaluation criteria in this section.

The Town's evaluation committee shall evaluate all responsive submittals based on the following weighted criteria. Each member of the evaluation committee will conduct an independent review of the responsive proposals after the scheduled request for proposal opening date. Each committee member will score the proposals by giving a score of one to ten (1-10) to each weighted criterion below, ten (10) being the highest. Thereafter, the score will be multiplied by the weight provided below and weighted scores will be totaled. Each member of the

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

evaluation committee will individually rank the responsive proposals based on the total weighted scores (the highest weighted score being ranked number one (1). The committee members' rankings will then be added together, and those rankings will be the basis for the cumulative ranking. After the committee members' rankings are added together and totaled, the firm with the lowest cumulative ranking will be the first ranked firm.

- A. expertise of personnel;
- B. financial resources and capabilities;
- C. past contracts with other governmental jurisdictions;
- D. past performance records;
- E. qualifications of Proposer;
- F. references;
- G. related experience in Florida;
- H. technical soundness of proposal;
- I. past history of meeting required time frames; and
- J. approach to Work.

2. Selection

The Town Manager shall appoint an evaluation committee (the "Committee") to evaluate the proposals. Depending on the number of responses received, the Committee may short-list the proposers to facilitate a more in-depth analysis of manageable number of responses. The short-listed proposers may or may not be interviewed by the Committee. The Committee will review and rank all proposals received and establish a list of selected proposers deemed to be the most qualified to provide the service requested based on the criteria set forth above. The Town Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Commission and the Town Commission shall make a final award. The Town Manager, the Committee, or the Town Commission may request oral presentations from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified proposer. Each proposer should endeavor to submit its best proposal initially.

R. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, Proposer warrants and represents that:

- 1. Proposer has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.
- 2. Proposer has visited the relevant site, if any, and is familiar with and satisfied as to the general, local and "site" conditions that may affect cost, progress, and performance of goods and/or services in their proposal.

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

3. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
4. If applicable, Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Proposer, including safety precautions and programs incident thereto.
5. Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to Proposer.
6. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
7. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

S. TOWN CONTRACT

The selected Proposer is expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney. A sample contract may be included in this RFP. The contract shall contain the following clauses required by Town Code, and all vendors are expected to comply with these requirements:

No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

No vendor shall give, solicit for, deliver, or provide a campaign contribution directly or indirectly to a candidate or to the campaign committee of a candidate for the offices of Mayor or Commissioner.

Proposer covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. Proposer covenants that it will conduct no activity or provide any service that is unlawful or offensive.

T. SCRUTINIZED COMPANIES

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

- terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
 3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
 4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

U. Indemnification

Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Contractor's performance or non-performance of any resulting contract from this RFP, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this RFP or resulting contract. Contractor shall reimburse the Town for all the Town's expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Contractor's performance or non-performance of any resulting contract from this RFP. Nothing in this RFP or resulting contract shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

V. NOTICE TO PROCEED

The Notice to Proceed will be issued within fifteen (15) days of receipt and acceptance of the pre-construction submittals by the Town and at completion of the Pre-Construction Meeting. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Town and Contractor. If the Notice to Proceed has not been issued within the allowed time or within the period mutually agreed upon, the Contractor may terminate the Contract without further liability on the part of either party.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

W. PROJECT DRAWINGS AND SPECIFICATIONS

Up to four (4) sets of the Project Drawings and Specifications will be provided free of charge to the successful Bidder upon award.

X. SUBSTITUTE MATERIAL AND EQUIPMENT

A Contract, if awarded, will be on the basis of material and equipment described in the Project Drawings and Technical Specifications without consideration of possible substitute or an “equivalent” or “equal” item. Whenever it is indicated that a substitute or an “equivalent” or “equal” item of material or equipment may be furnished or used by the Contractor if acceptable to the Town, application for such acceptance will not be considered by the Town until after the date of execution of the Contract. In all cases, the low Bidder shall be determined on the basis of the base Bid which shall reflect the costs for the materials and equipment specified. Bidders unable to provide the specified materials and equipment shall be determined unresponsive.

Y. CONDITIONS OF WORK

The Contract Documents contain the provisions required for the construction of the Work. Information obtained from an officer, agent, or employee of the Town, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Contract. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to so familiarize themselves shall in no way relieve any Bidder from any obligation in respect to their Bid.

All applicable federal, state, and local laws and regulations shall apply to the Work throughout the Contract.

Z. EQUAL OPPORTUNITY

The Town of Lauderdale-by-the-Sea recognizes fair and open competition as a basic tenet of public procurement. Contractors doing business with the Town are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age, or sex. In addition, the Town encourages contractors doing business with the Town to solicit and utilize minority business enterprises (as defined in Section 288.703, Florida Statutes) as subcontractors and suppliers to the greatest extent possible.

AA. BID GUARANTY

Bidders are not required to provide a Bid Bond if the Bid amount is less than or equal to \$200,000.00, unless specified in the Supplemental conditions. Each Bid greater than \$200,000.00 must be accompanied by the Town’s Bid Bond form meeting the standards specified in the General Conditions, including those applicable to the Sureties for the Payment Bond and Performance Bond specified in the General Conditions. The Bond shall be written on the Bid Bond form provided by the Town, with Affidavit for Surety Company attached, in an amount not less than ten percent (10%) of the amount of the Bid. The successful Bidder is required to use the Town’s forms provided in the Contract Documents. Alternate Bond forms will not be accepted. Failure to use the Town’s Bond forms shall render the Bid unresponsive.

In lieu of the Bid Bond, the Bid may be accompanied by a certified check of any national or state bank made payable to the Town in an amount not less than ten percent (10%) of the amount of the Bid. The Bid Bond or certified check shall be conditioned upon the Bidder’s:

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

- A. not withdrawing said Bid within thirty (30) days after date of opening of the same, and
- B. within fifteen (15) calendar days after the prescribed forms are presented to the Bidder:

- (1) entering into a written Contract with the Town, in accordance with the Bid as accepted;
- (2) providing evidence of insurance in the manner specified by the Town; and
- (3) if the Bid exceeds \$200,000.00, providing a Payment Bond and a Performance Bond as specified in the General Conditions (or, in lieu of the Statutory Payment Bond or Common Law Performance Bond, having provided an alternate form of security as specified in the General Conditions).

Any securities that may be received will be returned to all Bidders, with the exception of the two (2) highest ranked Bidders, within thirty (30) calendar days after the opening of the Bids. Bid bonds will not be returned to the Bidders, unless specifically requested by the Bidder. Any certified check of the two (2) highest ranked Bidders will be returned to them promptly after the Town and the successful Bidder have (i) executed the Contract for the work, and (ii) the Contractor (successful Bidder) has secured and tendered to the Town a valid and acceptable Payment Bond and a Performance Bond as specified in the General Conditions (or, in lieu of the Payment bond or Performance Bond, having provided an alternate form of security as specified in the General Conditions). Failure of the Town to execute the Contract within sixty (60) days after the date of the Bid opening shall initiate release of the Bid Bond, certified check, cashier's check, treasurer's check or bank draft of the highest ranked and second highest ranked Bidders unless mutually agreed otherwise.

BB. POWER OF ATTORNEY

Attorneys-In-Fact who sign Bonds must file with such Bond a certified copy of their power of attorney to sign said Bonds.

CC. WITHDRAWAL OF BIDS

Any Bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof provided that the Bidder submits a written request signed by an authorized representative of the firm that submitted the Bid. No Bidder may withdraw a Bid after the actual date of the opening.

DD. PERFORMANCE OF WORK BY THE CONTRACTOR

The Contractor shall perform Work equivalent to at least forty percent (40%) of the total amount of the Work to be performed under the Contractor with his own organization.

EE. JOINT VENTURE

If the Bid involves a joint venture, a copy of the joint venture agreement shall be included with the Bid along with the attached "Statement of Business Organization."

FF. PUBLIC ENTITY CRIMES

Any Bidder, or any of his Suppliers, Subcontractors, or Consultants who shall perform Work which is intended to benefit the Town, shall not be a convicted vendor or, if the Bidder or any of his Suppliers, Subcontractors, or Consultants has been convicted of a public entity crime, a period longer than 36 months shall have passed since that person was placed on the convicted vendor list. Each Bidder shall submit a completed Public Entity Crime Statement with the Bid Form. The

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

Bidder shall use FORM D for this purpose. The Bidder further understands and agrees that any Contract issued as a result of this solicitation shall be either voidable by the Town or subject to immediate termination by the Town, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 F.S. The Town, in the event of such termination, shall not be liable to the Contractor for any work or materials furnished.

End of Part II

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

GENERAL CONDITIONS
ARTICLE 1-DEFINITIONS

Wherever used in the Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda: Written or graphic instruments issued prior to the opening of Bids that modify or interpret the Contract Documents by additions, deletions, clarifications, or corrections.

Application for Payment: The form furnished or approved by the Town which is to be used by the Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

Bid/Proposal: The offer or proposal of the bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

Bidder/Proposer: Any person, firm, partnership, or corporation submitting a Bid for the Work.

Bonds: Bid, Payment, and Performance Bonds and other instruments of security, furnished by the Contractor and the Contractor's Surety in accordance with the Contract Documents.

Change Order: A written order to the Contractor, signed by the Town, authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or Contract Time issued on or after the effective date of the Contract.

Claim: A demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.

Construction Change Directive: A written order to the Contractor, prepared by the Town and signed by the Town, directing a change to the Work prior to agreement on adjustment, if any, in the Contract Price or Contract Time, or both.

Contract: The written agreement between the Town and the Contractor covering the Work to be performed and other Contract Documents are made a part of the Contract.

Contract Documents: The Contract, including the Bid Solicitation, Instructions for Bidders, Contractor's Bid, Bid Bond, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order(s), General Conditions, Project Drawings, Specifications, Addenda, and all Modifications issued after the effective date of the Agreement.

Contract Price: The total monies payable by the Town to the Contractor under the Contract Documents.

Contract Time: The number of calendar days or the date stated in the Contract Documents for the completion of the Work.

Contractor: The person, firm, or corporation with whom the Town has entered into the Contract.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

Day: A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Defective: Term used to describe Work that is unsatisfactory, faulty or deficient, in that it does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, referenced standard, test or approval or has been damaged prior to final acceptance.

Engineer: The person, firm, or corporation named as such in the Contract Documents.

Engineer's Consultants: A person, firm, or corporation having a Contract with the Town or the Engineer to furnish services as the District's or Engineer's independent professional associate or consultant with respect to the Work or Project.

Effective Date of the Contract: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

Field Order: A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Town to the Contractor during construction.

Furnish: to provide or install complete in place.

General Requirements: Sections of Division 01 of the Specifications.

Laws and Regulations: Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Liens: Liens, changes, security interest or encumbrances upon real property or personal property.
Milestone: A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

Modification: (a) A Written Amendment of the Contract Documents signed by the Town and the Contractor, (b) a Change Order or (c) a Field Order. A Modification may only be issued after Effective Date of the Contract.

Notice of Award: The written notice of the acceptance of the Bid from the Town to the successful Bidder.

Notice to Proceed: Written notice given by the Town to the Contractor fixing the date on which the Contract time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

Partial Utilization: Use by the Town of a substantially completed part of the Work for the purpose for which it is intended prior to substantial completion of all the Work.

Project: The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

Project Drawings: The part of the Contract Documents which show largely through graphical presentation the character, extent and scope of the Work to be furnished and performed by the Contractor and which have been prepared or approved by the Engineer. Shop drawings are not Project Drawings as so defined.

Resident Project Representative: An authorized representative of the Town who is assigned to perform construction observation.

Samples: Physical examples of materials, equipment, or Workmanship that are representative of some portion of the Work and establish standards by which some portion of Work will be judged.

Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules, and other data or information that are specifically prepared or assembled by the Contractor and submitted by the Contractor to illustrate some portion of the Work.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and Workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor: An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion: The date determined by the Town when the construction of the Work or an expressly stipulated part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Work or stipulated part can be fully utilized for the purposes for which it is intended.

Supplier: A manufacturer, fabricator, supplier, distributor, materialman, vendor, firm, corporation or organization having a direct contract with the Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or any Subcontractor.

Surety: The corporate body which is bound with the Contractor and which engages to be responsible for the Contractor and the acceptable performance of the Work.

Town Manager: The person employed as the Town Manager or their designee.

Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, handholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, natural gas, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work: Work to be paid for on the basis of unit prices.

Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

Written Amendment: A written amendment of the Contract Documents, signed by the Town and the Contractor on or after the effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

Written Notice: Any written notice to any party to the Contract relative to any part of this Contract. Such notice shall be considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at the party's last given address, or as to the Contractor, delivered in person to said party or said party's authorized representative at the Project site. Email to the last given email address, and delivery by a recognized overnight delivery service shall constitute written notice. However, written notice by any means other than certified or registered mail shall not be deemed complete until actually received by the addressee. If email is used, it is up to the party sending the email to verify receipt by asking for a verification reply or electronic read notice.

ARTICLE 2 - CONDITIONS AFFECTING WORK

The Contractor acknowledges that he has investigated and correlated his observations with the requirements of the Contract and satisfied himself as to the conditions affecting the Work. These conditions include, but are not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electrical power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, and the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory Work done by the Town, as well as from information presented by the Project Drawings and Specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The Town assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Town, its officers or employees prior to the execution of the Contract, unless such information has been stated expressly in the Contract.

ARTICLE 3 - CONTRACT DOCUMENTS

The Contract Documents comprise the entire agreement between the Town and the Contractor concerning the Work. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project. It is the intent of the Contract Documents to describe the functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials, equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as to be required to produce the intended result shall be furnished and performed whether or not specifically called for. When words and phrases that have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment such words or phrases shall be interpreted in accordance with that meaning. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations, of any governmental authority, whether such reference be specific or be implied, shall mean the latest standard, specification, manual, code, Laws or Regulations in effect on the date of the Bid Solicitation except as may otherwise be specifically stated. However, no provision of any referenced standard, specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the Town, or the Contractor or any of their consultants, agents or employees from those

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

set forth in the Contract Documents, nor shall it be effective to assign to the Town, or any of the Town's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by the Town.

Brand names were used in the Contract Documents, are intended to denote the standard of quality required for the particular material or product. The term "equal" or "equivalent," when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use and capable of performing the same function, in the opinion of the Town, as the material or product so specified. Proposed equivalent items must be approved by the Town before they are purchased or incorporated in the Work. When a brand name, catalog number, or other identification, is used without the phrase "or equal," the Contractor shall use the item specified. "Equivalent" or "equal" items will only be approved after the Contractor has been furnished with the Notice to Proceed.

If, during the performance of the Work, the Contractor discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or any such standard, specification, manual or code, the Contractor shall report all errors to the Town in writing at once and the Contractor shall not proceed with the Work affected thereby (exception in an emergency as provided for in the Contract Documents) until an amendment or supplement to the Contract Documents has been issued.

ARTICLE 4 - SPECIFICATIONS AND PROJECT DRAWINGS

The Contractor shall check all Project Drawings furnished to him immediately upon their receipt and shall promptly notify the Town of all errors, inconsistencies, omissions, and discrepancies. Dimensions marked on Project Drawings shall, in general, be followed in preference to scaled measurements. Anything mentioned in the Specifications and not shown on the Project Drawings, or shown on the Project Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In the case of an inconsistency between Drawings and Specifications or within either document not clarified by addendum, the case of a discrepancy either in the dimensions, in the Project Drawings, or in the Specifications, the matter shall be submitted to the Town who shall make a determination in writing. Any adjustment by the Contractor without such a determination by the Town shall be at his own risk and expense. All deviations made by the Contractor from the Specifications and Project Drawings will be compiled and provided to the Town in the form of Record Drawings (see **SECTION 01 78 00 PROJECT CLOSEOUT**). The Town may furnish from time to time such detail Project Drawings and other information considered necessary to clarify the Contract. Omissions from the Project Drawings or Specifications or the misdescription of details of Work which are manifestly necessary to carry out the intent of the Project Drawings and Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the Work as if fully and correctly described in the Project Drawings and Specifications. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract without providing written notice to the Town, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction. Standard references used in the Specifications shall be the latest revision or edition of that reference, any such referenced paragraph, or section revised shall apply to the Work as indicated.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

ARTICLE 5- CONSTRUCTION BONDS

5.1 BONDS REQUIRED

If the Contract price is in excess of two-hundred thousand dollars (\$200,000.00), the Contractor shall, within fifteen (15) calendar days after receipt of the Contract for execution, provide the Town with a payment bond and a performance bond in accordance with Florida Statutes § 255.05(1) in an amount not less than the Contract Price. The form of the payment and performance bonds requirements are listed below, this shall include a Power of Attorney Affidavit attached. Contractor, at Contractor's Expense, shall record the Performance Bond and the Payment Bond in the Public Records of the county where the improvement is located and deliver a certified copy of each recorded bond to the Town. Contractor shall perform no work, and the Town shall not make any payment to Contractor until Contractor has delivered certified copies of the recorded bond to the Town. Failure to provide the Bond(s) with the fifteen (15) day period shall be sufficient cause for the Town to deem the Bidder non-responsive and nullify the Contract Award.

5.2 SURETIES QUALIFICATIONS

All bonds required under this Contract, including, but not by way of limitation, any Bid Bond, Payment Bond or Performance Bond, shall be written through a reputable and responsible Surety Bond agency licensed to do business in the State of Florida and with a Surety which holds a certificate of authority authorizing it to write Surety Bonds in Florida meeting the following requirements:

BOND REQUIREMENTS FOR CONSTRUCTION CONTRACTS

CONTRACT SUM	A.M. BEST'S RATING CLASSIFICATION/ OTHER REQUIREMENTS	BEST'S FINANCIAL SIZE CATEGORY
From: \$ 0.00 To: \$200,000.00	Bid or Payment Bond or Performance Bond Not Required (unless specified in Supplemental Conditions)	Not Applicable
From: \$ 200,000.01 To: \$500,000.00	All Bonds Required: B+ or better (See requirements under paragraph 1 below)	No Minimum Required
From: \$ 500,000.01 To: \$2,500,000.00	A- or better Circular 570 requirements (paragraph 2 below)	IV or larger
From: \$ 2,500,000.01 or more	A-or better Circular 570 requirements (paragraph 2 below)	V or larger

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

(1) Contract Price of five-hundred thousand dollars (\$500,000.00) or Less:

If the Contract price is five-hundred thousand dollars (\$500,000.00) or less, Bonds with a Surety company in compliance with the following requirements shall be acceptable:

- (a) The surety company is licensed to do business in the State of Florida;
- (b) The surety company holds a certificate of authority authorizing it to write Surety Bonds in the State Florida;
- (c) The surety company has twice the minimum surplus and capital required by the Florida Insurance code at the time the Bid Solicitation is issued;
- (d) The surety company is otherwise in compliance with the provisions of the Florida Insurance Code; and,
- (e) The surety company holds a currently valid certificate of authority issued by the U.S. Department of the Treasury under 31 U.S.C. ss.9304 to 9308.

In order to qualify as an acceptable Surety company under this paragraph (1), an Affidavit for Surety Company shall be executed by an Officer of the Surety Bond insurer as evidence that a Surety company complies with the foregoing requirements.

(2) Circular 570, Contract Price of \$500,000.01 or more:

If the Contract price is \$500,000.01 or greater, the Surety shall also comply with the Circular 570 requirements as set forth in this paragraph (2). The Surety shall maintain a current certificate of authority as an acceptable Surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision. If the amount of the Bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the Surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (3) CFR Section 223.10 - Section 223.111. Further, the surety company shall provide the Town with evidence satisfactory to the Town, that such excess risk has been protected in an acceptable manner.

5.3 ADDITIONAL OR REPLACEMENT BOND

It is further mutually agreed between the parties hereto that if, at any time, the Town shall deem the Surety or Sureties upon any Bond to be unsatisfactory, or if, for any reason, such Bond ceases to be adequate, the Contractor shall, at his expense within five (5) business days after the receipt of notice from the Town to do so, furnish an additional or replacement Bond or Bonds on the Town's standard form, amount, and with such Surety or Sureties as shall be satisfactory to the Town. In such event, no further payments to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Town.

In addition, the Contractor shall for any increases in the Contract amount automatically increase the amount of the Payment Bond and the Performance Bond to equal the revised amount of the Contract and shall provide the Town with evidence of the same.

5.4 FLORIDA RESIDENT AGENT

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

The Surety Company shall have a Florida resident agent whose name shall be listed in the prescribed space on the forms provided by the Town for all Bonds required by the Town.

5.5 ALTERNATIVE FORM OF SECURITY

In lieu of the Payment Bond and the Performance Bond, the Contractor may, pursuant to Section 255.05, Florida Statutes, provide an alternate form of security in the form of cash, a money order, a certified check, or an irrevocable letter of credit. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Bond for which the alternative form of security is being substituted. The determination of the value of an alternative form of security shall be made by the Town.

ARTICLE 6 – INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Town, its officers, agents, guests, invitees and employees, from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract. The Contractor shall include substantially the same indemnification provisions in all contracts with Subcontractors. Nothing in this RFP or resulting contract shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

The Contractor acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, Subcontractors, invitees, licensees and all other persons during the course of the Work.

ARTICLE 7 – SCHEDULES

Within ten (10) days after the Effective Date of Contract, the Contractor shall submit to the Town for review a preliminary progress schedule (See SECTION 01 29 00 MEASUREMENT AND PAYMENT) indicating the starting and completion dates of the various stages of the Work, including any Milestones specified in the Contract Documents.

Prior to the submission of the first Application for Payment, the Contractor shall submit a finalized progress schedule. No progress payment shall be made to the Contractor until the schedule is submitted to and acceptable to the Town as provided herein. The progress schedule will be acceptable to the Town as providing an orderly progression of the Work to completion within any specified Milestones and Contract Time, but such acceptance will neither impose on the Town responsibility for the sequencing, progress or scheduling of the Work nor interfere with or relieve the Contractor from full responsibility thereof. The Contractor's schedule of values will be acceptable to the Town as to form and substance.

ARTICLE 8 - SUPERINTENDENCE BY CONTRACTOR

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

The Contractor, at all times during performance and until the Work is completed and accepted, shall give his personal superintendence to the Work or have a competent superintendent at the project site, satisfactory to the Town and with authority to act for the Contractor.

8.1 PERFORMANCE OF WORK BY THE CONTRACTOR

The Contractor shall, with his own organization, perform Work equivalent to at least forty percent (40%) of the total amount of the Work, based on percentage of Contract value, to be performed under the Contract.

8.2 SUBCONTRACTORS

The Contractor is as fully responsible to the Town for the acts, coordination, and omissions of his Subcontractors and of persons, either directly employed by said Subcontractor, as he is for the acts and omissions of persons directly employed by him. The Contractor shall submit the names of the Subcontractors proposed for the Work for Town acceptance at the pre-construction meeting. The Contractor shall not substitute any Subcontractor without the prior consent of the Town. Nothing contained in the Contract shall create any Contractual relationship between any Subcontractor and the Town. All Subcontractors shall complete and submit to the Town a Public Entity Crime Statement.

ARTICLE 9 – PERMITS

The Contractor shall, without additional expense to the Town, be responsible for obtaining licenses and permits and for complying with any applicable federal, state, and municipal laws, codes, and regulations in connection with the prosecution of the Work. The Town will obtain the environmental permits indicated in SECTION 01 35 43 ENVIRONMENTAL PROTECTION; the Contractor will obtain any other environmental permits.

**ARTICLE 10 - PROTECTION OF EXISTING VEGETATION,
STRUCTURES, UTILITIES, AND IMPROVEMENTS**

The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of Work which is not to be removed. Care will be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment, or by Workmen, shall be trimmed with a clean cut and painted with an approved tree-pruning compound as directed by the Town. The Contractor will protect from damage all existing improvements, Town easements, or utilities at or near the site of the Work, the location of which is made known to him, or the existence of which may be reasonably inferred from a site inspection, and will repair or restore any damage to such facilities, and shall be responsible for any interruption of utility services, resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the Work. If the Contractor fails or refuses to repair any such damage promptly, the Town may have the necessary Work performed and charge the cost thereof to the Contractor. The Contractor shall follow all requirements set forth in SECTION 01 35 43 ENVIRONMENTAL PROTECTION.

ARTICLE 11 – SAFETY

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

The Contractor shall be responsible for providing safe and healthful working conditions for employees of the Contractor, Subcontractors, the Town, or its invitees. The Contractor shall initiate and maintain an accident prevention program that should include, but is not limited to, the following: Establish and supervise programs for the education and training of employees in the recognition, avoidance, and prevention of unsafe conditions and acts.

The Contractor shall be responsible for providing first-aid services and medical care to all his employees. The Contractor shall establish and maintain good housekeeping practices throughout all phases. The Contractor shall be responsible for requiring the wearing of appropriate personal protective equipment in all operations where there is an exposure to hazardous conditions.

The Town's Observer may, but is not required to, order that the Work be stopped if a condition of immediate danger exists. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this section from the Contractor to the Town and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site. Employees required to handle or use toxins, caustics and other harmful substances shall be instructed regarding the safe handling and use, and be made aware of the potential hazards, personal hygiene, and personal protective measures required. All Work shall meet and be in compliance with standards and regulations set forth by Occupational Safety and Health Administration (OSHA), Florida Department of Labor and Employment Security and any and all other appropriate federal, state, local or Town safety and health standards including but not limited to OSHA Excavation Safety Standards as enumerated in the "Trench Safety Act" Section 553.60, Florida Statutes.

11.1 EMERGENCIES

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Town, is obligated to act to prevent threatened damage, injury or loss. If the Contractor believes that any significant change in the Work or Contract Document have been caused thereby, prompt written notice shall be given to the Town. If the Town determines that a change in the Contract Documents is necessary due to the action taken by the Contractor in the event of the emergency, a Field Order or Change Order will be issued.

ARTICLE 12 - DIFFERING SITE CONDITIONS

During the progress of the Work should the Contractor encounter differing site conditions, the Contractor shall within 48 hours, and before such conditions are disturbed, deliver to the Town written notice of:

- a. Subsurface, submerged or latent physical conditions at the site differing materially from those indicated in this Contract, or;
- b. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.

The Town shall promptly investigate the conditions, and shall render a non-binding opinion as to whether such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, and shall make a non-binding recommendation for an adjustment to the Contract Price, the Contract Time, or both. Contractor and the Executive Director shall meet and discuss the Town's

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

recommendation and shall attempt to negotiate a mutually acceptable adjustment. If the Contractor and the Executive Director reach agreement, the terms of the adjustment shall be documented by a Change Order. If the Executive Director finds that a change to the work is warranted by differing site conditions but the Contractor does not agree with the proposed adjustment to the Contract Price, Contract Time, or both, the Executive Director may issue a Construction Change Directive. During the Town's investigation, the Contractor shall proceed with those portions of the Work which do not disturb such conditions. Town shall notify Contractor in writing when Work may resume in the area of the differing site conditions. If the Contractor disagrees with the Executive Director's findings regarding the nonexistence of differing site conditions or the Executive Director's proposed adjustment, if any, the Contractor may file a Claim in accordance with Section 14.6 of these General Conditions within 30 days of receipt of the Executive Director's determination.

No Claim by the Contractor for an adjustment hereunder shall be allowed if asserted after final payment under this Contract.

ARTICLE 13 – CHANGES TO THE WORK; CLAIMS

The Town may, without invalidation of the Contract, at any time, without notice to the Sureties, by Change Order or Construction Change Directive, make any change in the Work within the general scope of the Contract. The Town may, without invalidation of the Contract, at any time, without notice to the Sureties, by Field Order, make any change in the Work, not involving an adjustment in the Contract Price or an extension of the Contract Time, within the general scope of the Contract.

Upon receiving a Change Order, Construction Change Directive or a Field Order the Contractor will promptly proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents.

13.1 FIELD ORDERS

The Town may authorize minor variations in the Work from the requirements of the Contract Documents that do not involve extra cost or extension of time and are compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents. These shall be accomplished by a Field Order and will be binding on the Town and the Contractor who shall perform the Work involved promptly. If the District or the Contractor believes that a Field Order justifies an adjustment in the Contract Price or the Contract Time, the Town or the Contractor may make a written Claim for such an adjustment as provided in Section 14.6.

13.2 CHANGE ORDERS

The Town and the Contractor shall execute appropriate Change Orders covering:

- a) Changes in the Work where the District and the Contractor are in agreement with:
 - 1. the change in the Work;
 - 2. the amount of the adjustment, if any, in the Contract Price; and
 - 3. the amount of the adjustment, if any, in the Contract Time.
- b) Changes in the Work which are required because of acceptance of defective Work or correcting defective Work;

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

- c) Changes in the Contract Price or Contract Time, or both, which are agreed to by the parties;
and
- d) Changes in the Contract Price or Contract Time, or both, which embody the substance of any written decision rendered by the Governing Board pursuant to the paragraph entitled "Claims" of these General Conditions provided that, in lieu of executing any such Change Order, an appeal may be taken from any decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, the Contractor shall carry on the Work and adhere to the progress schedule.

The Town and the Contractor will execute appropriate Change Orders prepared by the Town covering changes in the Work to be performed as provided in the paragraph entitled "Differing Site Conditions," and Work performed in an emergency as provided in the paragraph entitled "Emergencies" and any other Claim for a change in the Contract Time or the Contract Price which is approved by the parties.

13.3 CONSTRUCTION CHANGE DIRECTIVES

The Town may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and Contract Time being adjusted accordingly.

A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

If the Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on one or more of the methods provided in Section 14.5.

Upon receipt of a Construction Change Directive, the Contractor shall promptly, but in no event more than ten (10) days after receipt, proceed with the change in the Work involved and advise the Town of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Price or Contract Time.

A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Price and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be deemed as a Change Order.

Pending final determination of the total cost of a Construction Change Directive to the Town, amounts not in dispute for such changes in the Work shall be included in applications for payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Town will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Price on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Section 14.6.

When the Town and Contractor agree with the determination made by the Town concerning the adjustments in the Contract Price and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

13.4 SURETY NOTIFICATION

It is the Contractor's responsibility to notify the Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Town.

13.5 CHANGE OF CONTRACT PRICE

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at the Contractor's expense without change in the Contract Price.

If the Contractor wishes to make a Claim for an increase in the Contract Price, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 12.1.

If the Contractor believes that additional cost is involved for reasons including but not limited to (1) a written interpretation by the Engineer, (2) an order by the Town to stop the Work where the Contractor was not at fault, (3) a Field Order (4) failure of payment by the District, (5) termination of the Contract by the Town, (6) Town's suspension, or (7) other reasonable grounds, a Claim shall be filed in accordance with Section 14.6.

The Contract Price may only be changed by a Change Order, Construction Change Directive or Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the Claim to the other party and to the Town promptly (but in no event later than ten (10) days) after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered within thirty (30) days after the start of such occurrence or event (unless the Town allows additional time for Claimant to submit additional or more accurate data in support of the Claim) and shall be accompanied by Claimant's written statement that the adjustment Claimed covers all known amounts to which the Claimant is entitled as a result of said occurrence or event. All Claims for adjustment in the Contract Price shall be initially reviewed by the Town in accordance with the paragraphs entitled "Claims" of these General Conditions. No Claim for an adjustment in Contract Price will be valid unless submitted in accordance with this paragraph.

The value of any Work covered by a Change Order, Construction Change Directive or of any Claim for an adjustment in the Contract Price shall be determined in one of the following ways:

- a. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
- b. By a mutually agreed lump sum; or
- c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the Work plus a fixed amount (Contractor's fee) to be agreed upon but not to exceed fifteen (15%) percent of the actual cost of such Work to cover the cost of general overhead and profit.

Whenever the cost of any Work is to be determined pursuant to subparagraphs b. or c. above, the Contractor will submit in form prescribed by the Town an itemized cost breakdown together with supporting data.

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the Town, such costs shall be in amounts no higher than those prevailing at the locality of the Project.

The Contractor, in connection with any proposal he makes for a Contract modification, shall furnish a price breakdown, itemized as required by the Town. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all materials, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all Work involved in the modification, whether such Work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification therefore, shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Town.

13.6 CLAIMS AND CLAIMS DISPUTES

Claims must be initiated by written notice to the other party with a copy to the Town. The responsibility to substantiate the Claim shall rest with the party making the Claim.

Claims shall be referred initially to the Town for analysis and a non-binding recommendation. The Town shall provide his analysis and non-binding recommendation to both parties within a reasonable amount of time, not to exceed thirty (30) days, unless otherwise agreed by the parties. Upon receipt of the Town's analysis and non-binding recommendation, the Contractor and the Executive Director shall meet and attempt in good faith to negotiate a mutually acceptable resolution of the Claim. If the parties successfully negotiate a mutually acceptable resolution, the terms shall be documented by a Change Order or Written Amendment, as appropriate, and signed by both parties.

If the parties fail to reach a mutually acceptable resolution of the Claim, the Claimant shall have the right to have the Claim reviewed by the Governing Board. The Claimant shall file a written request for Governing Board review within thirty (30) days of the termination of negotiations. The Governing Board shall review the Claim at the next available regularly scheduled Governing Board meeting. The decision of the Governing Board shall be final and binding on the parties.

Pending final resolution of a Claim, except as otherwise agreed in writing or as otherwise provided in the General Conditions, the Contractor shall proceed diligently with performance of the Contract and the Town shall continue to make payments in accordance with the Contract Documents.

13.7 TIME EXTENSION

The Contract Time or milestones may only be changed by a Change Order, Construction Change Directive or Written Amendment. The Contractor's right to proceed shall not be terminated nor the Contractor charged with liquidated damages and associated Town expenses if the delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Town, acts of another Contractor in performance of a contract with the Town, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or delays of Subcontractors or suppliers arising from unforeseeable causes beyond the control and without fault or negligence of both the Contractor and such Subcontractor or suppliers.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

Any request by the Contractor for an extension of the Contract Time shall be based on a written notice delivered by the Contractor to the Executive Director with a copy to the Town promptly (but in no event later than ten (10) days) after the start of the occurrence or event giving rise to the request. The notice shall state the number of calendar days being requested and the reason (or reasons) for the need for the additional time. The Town shall promptly investigate the stated reasons for the time extension and shall render a non-binding opinion as to whether such reasons cause an increase in the time required for, performance of any part of the Work under this Contract and shall make a non-binding recommendation for an adjustment to the Contract Time. Contractor and the Executive Director shall meet and discuss the Town's recommendation and shall attempt to negotiate a mutually acceptable adjustment. If the Contractor and the Executive Director reach agreement, the terms of the adjustment shall be documented by a Change Order. If the Executive Director finds that a change to the Contract Time is warranted but the Contractor does not agree with the proposed adjustment to the Contract Time, the Executive Director may issue a Construction Change Directive. If the Contractor disagrees with the Executive Director's findings regarding the non-existence of grounds for a time extension or the Executive Director's proposed adjustment of the Contract Time, if any, the Contractor may file a Claim in accordance with Section 14.6 of these General Conditions within 30 days of receipt of the Executive Director's determination.

No Claim for an extension of the Contract Time will be valid if not submitted in accordance with this paragraph.

ARTICLE 14 - TERMINATION AND SUSPENSION

14.1 TERMINATION FOR CAUSE

The Town may terminate the Contract if the Contractor:

- a. Persistently or repeatedly refuses or fails to supply enough skilled Workers or proper materials;
- b. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- c. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- d. Is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency;
- e. Repeatedly or consistently fails to meet project schedules;
- f. Is otherwise in breach of the Contract.

When any of the above reasons exist, the Town may, without prejudice to any other rights or remedies of the Town and after giving the Contractor and the Contractor's Surety seven (7) days written notice, terminate the Contract and may, subject to any prior rights of the Surety:

- a. Take possession of the site and all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

- b. Accept assignment of subcontracts; and
- c. Finish the Work by whatever reasonable method the Town may deem expedient.

When the Town terminates the Contract for one of the reasons stated in this paragraph, the Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work as determined by the Town, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Town. This obligation for payment shall survive termination of the Contract. Upon a final determination that the termination was improper, it will be deemed converted to a termination for convenience and the Contractor's remedy for a wrongful termination will be limited to recovery of profit for the completed Work and reasonable termination costs.

14.2 TERMINATION FOR CONVENIENCE

The performance of Work under this Contract may be terminated by the Town in accordance with this clause in whole, or from time to time in part, whenever the Town shall determine that such termination is in the best interest of the Town. Any such termination shall be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination become effective. After receipt of a Notice of Termination, and except as otherwise directed by the Town, the Contractor shall:

- a. Stop Work under the Contract on the date and to the extent specified in the Notice of Termination;
- b. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
- d. Assign to the Town, in the manner, at the times, and to the extent directed by the Town, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Town shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Town, to the extent required, which approval or ratification shall be final for all the purposes of this clause;
- f. Transfer title and deliver to the Town, in the manner, at the times, and to the extent, if any, directed by the Town: The fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced as a part of, or acquired in connection with, the performance of the Work terminated by the Notice of Termination, and the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the Town;
- g. Use best efforts to sell, in the manner, at the times, to the extent, and at the price directed or

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

authorized by the Town, any property of the types referred to in (f) above; provided, however, the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price or prices approved by the Town; and provided further, the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Town to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Town may direct;

- h. Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and;
- i. Take such action as may be necessary, or as the Town may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Town has or may acquire an interest.

After receipt of a Notice of Termination, the Contractor shall submit to the Town his termination Claim, in the form and with certification, prescribed by the Town. The Contractor and the Town may agree upon the whole or any part of the amount to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this clause. This amount may include a reasonable allowance for profit on Work not performed, provided that such agreed amount, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as reduced by the estimated cost of the Contractor's overhead and administrative expenses for Work not performed, and as further reduced by the Contract price of Work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount in accordance with the Section entitled "Payment to Contractor."

14.3 SUSPENSION OF WORK

The Town may, with or without cause, order the Contractor in writing to suspend, delay, or interrupt the Work, in whole or in part, for such period of time as the Town may determine. An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption.

No adjustment shall be made to the extent:

- a. That performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or
- b. That an equitable adjustment is made or denied under another provision of this Contract.

Adjustments made in the cost of performance may have a mutually agreed, fixed, or percentage fee.

ARTICLE 15 – PAYMENT AND COMPLETION

15.1 INSPECTION AND ACCEPTANCE

All Work shall be subject to inspection and test by the Town at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of the Town and shall not relieve the Contractor of the responsibility of providing quality control measures to assure that the Work strictly complies with the Contract requirements. No inspection or test by the Town shall be construed as constituting or implying acceptance. Inspection or test shall not relieve the Contractor of responsibility for

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

damage to or loss of the material or Work in place prior to acceptance and shall not in any way affect the continuing rights of the Town after acceptance of the completed Work.

The presence or absence of a Town Observer does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the Specifications without the Town's written authorization.

The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work performed under the Contract conforms to Contract requirements. The Contractor shall maintain complete inspection records and make them available to the Town (within fifteen [15] days upon request). All Work shall be conducted under the general direction of the Town and is subject to Town inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

The Contract shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Town. The Town may charge to the Contractor any additional cost of inspection or test when Work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Town shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size, and performance tests shall be performed as described in the Contract.

The Contractor shall, without charge, replace any material or correct any workmanship found by the Town not to conform to the Contract requirements, unless the Town consents to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises. If the Contractor does not promptly replace rejected material or correct rejected workmanship, the Town:

- a. May, by Contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or
- b. May terminate the Contractor's right to proceed in accordance with the paragraph of this section entitled "Termination for Default."

The Contractor shall furnish promptly, without additional charge, all facilities, labor and material reasonable need for performing such safe and convenient inspections and tests as may be required by the Town. All inspections and tests by the Town shall be performed in such manner as not to unnecessarily delay the Work. The Town reserves the right to charge to the Contractor any additional cost of inspection or test when material or Workmanship is not ready at the time specified by the Contractor for inspection or test, or when reinspection or retest is necessitated by Work not complying with the Contract and/or any applicable federal, state or municipal laws, codes and regulations in connection with the prosecution of the Work.

Should it be considered necessary or advisable by the Town at any time before acceptance of the entire Work to make an examination of Work already completed, by removing or tearing out the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and material. If such Work is found to be defective or not conforming in any material respect, due to the fault of the Contractor or his Subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract price to compensate the Contractor for the additional services involved in such

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

examination and reconstruction and, if completion of the Work has been delayed thereby, he shall, in addition, be granted a suitable extension of time.

Unless otherwise provided in this Contract, acceptance by the Town shall be made as promptly as practicable after completion and inspection of all Work required by this Contract, or that portion of the Work, that the Town determines can be accepted separately. Acceptance shall be final and conclusive, except as regards latent defects, fraud, or such gross mistakes as may amount to fraud or as regards the Town's rights under any warranty or guarantee. The Town shall evidence acceptance of the Work in writing by approved request for "Final Payment" and by issuance of the Certificate of Final Completion.

15.2 SCHEDULE OF VALUES

The accepted schedule of values will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to or provided by the Town. Progress payments on account of Unit Price Work will be based on the number of units completed.

15.3 PAYMENT TO CONTRACTOR

At least ten (10) days before each progress payment is scheduled (but not more often than once a month), the Contractor will submit to the Town for review an Application for Payment filled out and signed by the Contractor covering the Work completed during the period covered by the Application for Payment and supported by such documentation as the Town may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing by both parties, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation, satisfactory to the Town, as will establish the Town's title to the material and equipment and protect the Town's interest therein, including applicable insurance. The Town will, within fifteen (15) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application for Payment to the Town or return the Application for Payment to the Contractor indicating in writing reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application for Payment. The Town will, within fifteen (15) days of presentation of an approved Application for Payment, pay the Contractor a progress payment on the basis of the approved Application for Payment less the retainage. The retainage shall be an amount equal to 5 percent of said estimate. Upon substantial completion of the Work, any amount retained may be paid to the Contractor. When the Work has been substantially completed except for Work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the Town are valid reasons for noncompletion, the Town may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed or corrected.

15.4 CONTRACTOR'S WARRANTY OF TITLE

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the District upon Contractor's receipt of the Payment, free and clear of all Liens; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

15.5 APPLICATION FOR PAYMENT REVIEW

The Town's recommendation of any payment requested in an Application for Payment will constitute a representation by the Town based on the on-site observations of the executed Work as an experienced and qualified design professional and on the Town's review of the Application for Payment and the accompanying data and schedules, that, to the best of the Town's knowledge, information and belief, that the Work has progressed to the point indicated; the quality of the Work is generally in accordance with the Contractor Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent test called for in the Contract Documents and any qualifications stated in the recommendation); and that the Contractor is entitled to payment of the amount recommended. However, by recommending any such payment the Town will not thereby be deemed to have represented that exhaustive or continuous on-site observations to check the quality or the quantity of the Work, were made or that the means, methods, techniques, sequences, and procedures of construction were reviewed or that any examination to ascertain how or for what purpose the Contractor has used the moneys paid or to be paid to the Contractor on account of the Contract Price were made, or that title to any Work, materials, or equipment has passed to the District free and clear of any Liens. The Contractor shall make the following certification on each request for payment:

I certify that to the best of my knowledge and belief that all items and amounts herein are correct; that all Work has been performed and/or material supplied in conformance with the Contract Documents, and that the balance due is appropriate for payment.

The Town may refuse to recommend the whole or any part of any payment if, in the Town's opinion, it would be incorrect to make such representations to the Town. The Town may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspection or tests, nullify any such payment previously recommended, to such extent as may be necessary in the Town's opinion to protect the Town from loss because:

- a. The Work is defective, or completed Work has been damaged requiring correction or replacement,
- b. The Work for which payment is requested cannot be verified,
- c. Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,
- d. The Contract Price has been reduced because of Modification,
- e. The Town has been required to correct defective Work or complete the Work.
- f. Of unsatisfactory prosecution of the Work, including failure to clean up.
- g. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents.
- h. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

Upon completion and acceptance of the Work, the Town will issue a Certificate of Final Completion attached to the final Application for Payment that the Work has been accepted by the Town under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Town, will be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.

15.6 SUBSTANTIAL COMPLETION

When the Contractor reaches substantial completion of the Project, the Contractor shall notify the Town in writing that the entire Work is substantially complete, except for items specifically listed by the Contractor as incomplete, and request the Town issue a Certificate of Substantial Completion. Within a reasonable time thereafter, the Town and the Contractor shall observe the Work to determine the status of completion. If the Town does not consider the Work substantially complete, the Town will notify the Contractor in writing giving the reasons therefore. If the Town considers the Work substantially complete, the Town will prepare and deliver a tentative Certificate of Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. The Town shall have seven (7) days after receipt of the tentative certificate during which to make written objection as to any provisions of the certificate or attached list. If, after considering such objections, the Town concludes that the Work is not substantially complete, the Town will within fourteen (14) days after submission of the tentative certificate to the Town notify the Contractor in writing, stating the reasons therefore. If, after consideration of the Town's objections, the Town considers the Work substantially complete, the Town will within said fourteen (14) days execute and deliver to the Contractor a definitive Certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as the Town believes justified after consideration of any objections from the Town. At the time of delivery of the tentative Certificate of Substantial Completion, the Town will deliver to the Contractor a written recommendation as to division of responsibilities pending final payment between the Town and the Contractor with respect to security, operation, safety, maintenance, heat, utilities, insurance, and warranties. Unless the Town and the Contractor agree otherwise in writing and so inform the Town in writing prior to the Town's issuing the definitive Certificate of Substantial Completion, the Town's aforesaid recommendation will be binding on the Contractor until final payment. The Town shall have the right to exclude the Contractor from the Work after the date of Substantial Completion, but the Town shall allow the Contractor reasonable access to complete or correct items on the tentative list.

15.7 FINAL APPLICATION FOR PAYMENT

After the Contractor has completed all remaining work and corrections as stated on the punch list to the satisfaction of the Town and delivered all maintenance and operating instruction, schedules, guarantees, bonds, certificates of inspection, as-built Project Drawings, marked-up record documents and other documents — all as required by the Contract Documents, and after the Town has indicated the Work is acceptable — the Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the Town) of all liens arising out of or filed in connection with the Work. In lieu thereof and as approved by the Town, the Contractor may furnish receipts or releases in full; an affidavit of the Contractor that the releases and receipts include all labor, services, material and equipment for which the Town or the Town's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, the Contractor may furnish a bond or other collateral satisfactory to the Town to indemnify the Town against any lien. The

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

Contractor shall not be required to provide any releases or waivers from claimants provided that the Payment Bond has been recorded and delivered in accordance with Section 5.1 and the Surety has provided the Town with a written consent regarding the Project in accordance with Section 255.05(11), Florida Statutes and such written consent has not been revoked.

15.8 USE AND POSSESSION PRIOR TO COMPLETION

The Town shall have the right to take possession of or use any completed or partially completed part of the Work. Such possession or use shall not be deemed an acceptance of any Work under the Contract. If such prior possession or use by the Town delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment in the Contract price or the time of completion will be made, and the Contract shall be modified in writing accordingly.

15.9 OTHER CONTRACTS

The Town may undertake or award other contracts for additional Work, and the Contractor shall fully cooperate with such other contractors and Town employees and carefully coordinate his own Work to such additional Work as may be directed by the Town. The Contractor shall not commit or permit any act that will interfere with the performance of Work by any other contractor or by Town employees.

15.10 MATERIAL AND WORKMANSHIP

Unless otherwise specifically provided in this Contract, all equipment, material and articles incorporated in the Work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the Contractor may, at his option, use any equipment, material, article or process which, in the judgment of the Town, is equal to that named. The Contractor shall furnish to the Town, for his approval, the name of the manufacturer, the model number and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment that the Contractor contemplates incorporating in the Work. The Contractor shall furnish the Town, for approval, full information concerning the material or articles that he contemplates incorporating in the Work. When so directed, samples shall be submitted for approval at the Contractor's expense. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection. All Work under this Contract shall be performed in a skillful and workmanlike manner. The Town may, in writing, require the Contractor to remove from the Work any employee the District deems incompetent, careless, or otherwise objectionable.

15.11 WARRANTY

The Contractor warrants to the Town that all materials and equipment furnished under this Contract will be new and that all Work will be of good quality free from faults and defects and is in conformance with the Contract. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the District, the Contractor shall furnish satisfactory evidence as to the kind and quality of the materials and equipment. Any Work, equipment or materials that, within one (1) year from the date of substantial completion as determined by the Town, is not in conformance with the Contract or is otherwise found to be defective, must be corrected or replaced, at Contractor's expense.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

15.12 WORK AND STORAGE AREAS

All operations of the Contractor, including storage of materials upon Town premises, shall be confined to areas authorized or approved by the Town. Temporary buildings, storage sheds, shops, offices, etc., may be erected by the Contractor only with the approval of the Town and shall be built with labor and materials furnished by the Contractor without expense to the Town. Such temporary buildings and utilities shall remain the property of the Contractor and shall be removed by him at his expense upon the completion of the Work. With the written consent of the Town, such buildings and utilities may be abandoned and need not be removed.

The Contractor shall, under regulations prescribed by the Town, use only established roadways or construct and use such temporary roadways as may be authorized by the Town. Where materials are transported in the prosecution of the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by a federal, state, or local law or regulations. When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by the Contractor and any damaged roads, curbing or sidewalks shall be repaired by, or at the expense of the Contractor.

The Contractor shall not store materials, except those to be incorporated in the Work, on the Project site. Portions of completed Work and materials incorporated in the Work shall be deemed to have become the property of the Town, but if any such materials or parts of the Work become lost, damaged, or destroyed by any means whatsoever, the Contractor shall satisfactorily repair and replace the same at his own cost.

The Contractor shall be responsible for any materials of construction stored on the site, and shall replace, in kind, any such materials lost, damaged, or destroyed at his own expense.

The Contractor shall maintain, where and when needed, suitable and sufficient guard signs and barriers, and at night, suitable and sufficient lights for the prevention of accidents. Guard signs and lights shall comply with OSHA, FDOT, and Coast Guard regulations. Lights shall be shielded or directed to minimize unwanted light pollution.

The Contractor shall clear from within the limits of the Town's Work area all objectionable debris necessary to conduct the Work operations. The Work area shall, at all times, be kept free from accumulation of waste material or rubbish, and prior to completion of the Work, all rubbish, tools, equipment and materials shall be removed from, on or about the site.

Upon completion of the Work specified herein and before acceptance and final payment shall be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish and temporary structures. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily. Any salvaged material not specified to be disposed of otherwise, shall become the property of the Contractor and shall be removed from the site.

15.13 TAX EXEMPTION

The Town is exempted from payment of Florida State Sales and Use taxes and Federal Excise tax. The Contractor, however, shall not be exempted from paying Florida State Sales and Use taxes to the appropriate governmental agencies or for payment by the Contractor to supplier for taxes on materials used to fulfill its Contractual obligations with the Town.

The Contractor shall be responsible and liable for the payment of all of its FICA/Social Security and other

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

taxes resulting from this Contract.

15.14 RECORDS

The Contractor shall maintain records and the Town shall have inspection and audit rights as follows:

- a. Maintenance of records: The Contractor shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Contract including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this Contract.
- b. Examination of records: The Town or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Contract. Such examination may be made only within five (5) years from the date of final payment under this Contract and upon reasonable notice, time, and place.

Records that relate to any litigation, appeals, or settlements of Claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or Claims.

- c. Cost and pricing data: The Contractor, by executing this Contract, certifies to truth-in negotiation, specifically that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of Contracting. The Contractor agrees that the Town may adjust the consideration for this Contract to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The Town shall make any such adjustment within one (1) year following the termination of this Contract.

15.15 RESERVED.

15.16 NONDISCRIMINATION

The Contractor hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, disability, age or sex from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity under this Contract. The Contractor shall take all measures necessary to effectuate these assurances.

15.17 FORCE MAJEURE

Notwithstanding any provisions of this Contract to the contrary, the parties shall not be held liable if failure or delay in the performance of this Contract arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

ARTICLE 16 – VALUE ENGINEERING

16.1 GENERAL

The Contractor is encouraged to develop, prepare, and submit Value Engineering Proposals (VEP's) voluntarily. The Contractor shall share in any Contract savings realized from accepted VEP's in accordance with the paragraph below.

16.2 VEP PREPARATION

As a minimum, the Contractor shall include in each VEP the information described in subparagraphs 1 through 8 below:

1. A description of the difference between the existing Contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
2. A list and analysis of the Contract requirements that must be changed if the VEP is accepted, including any suggested specification revisions.
3. A separate, detailed cost estimate for: 1) the affected portions of the existing contract requirement, and 2) the VEP. The cost reduction associated with the VEP shall take into account the Contractor's costs including any amount attributable to subcontracts under the paragraph below.
4. A description and estimate of costs that Town may incur in implementing the VEP, such as test and evaluation, operating, maintenance and support costs.
5. A prediction of any effects the proposed change would have on the operating costs of the Town.
6. A statement of the time by which a Contract amendment accepting the VEP must be issued in order to achieve the maximum cost reduction, noting any effect on the Contract completion time.
7. Identification of any previous submissions of the VEP, including the dates submitted, the Contract numbers involved, and previous Town actions.
8. Any design change to the plans and specifications must be prepared under the supervision of a Professional Engineer in the State of Florida at the Contractor's expense. Such changes shall adhere to Florida law and the Florida Board of Professional Engineer's rules for taking over or modifying another Engineer's work. The Contractor will submit signed and sealed drawings and calculations to the Town (and if applicable, the project's Engineer of Record) for approval. Drawings and calculations will be signed and sealed by a professional Florida Engineer.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

16.3 SUBMISSION

The Contractor shall submit VEP's to the Town.

16.4 EXECUTION

The Town shall notify the Contractor of the status of the VEP within fourteen (14) calendar days after Town receives it. If additional time is required, the Town shall provide the reason for the delay and the expected date of the decision. The Town will process VEP's expeditiously; however, it shall not be liable for any delay in acting upon a VEP.

If the VEP is not accepted, the Town shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VEP, in whole or in part, at any time before it is accepted by the Town. The Town may require that the Contractor provide written notification before undertaking significant expenditures for VEP effort.

Any VEP may be accepted, in whole or in part, by the Town's execution of an amendment to this Contract citing this clause: the Town may accept the VEP, even though an agreement on price reduction has not been reached, by issuing the Contractor a Construction Change Directive to proceed with the change. Until a Construction Change Directive is issued, or a Contract amendment applies a VEP to this Contract, the Contractor shall perform in accordance with the existing Contract. The Town's decision to accept or reject, all or part of any VEP, shall be final and not subject to the Disputes clause or otherwise subject to litigation.

16.5 SHARING

The Contractor's share of savings is determined by subtracting Town's costs (i.e. test and evaluation, operating, maintenance and support costs, etc.) from Contract savings and multiplying the result by fifty percent (50%).

Payment of any share due the Contractor for use of a VEP on this Contract shall be authorized by an amendment to this Contract to accept the VEP and reduce the Contract price by the amount of the Contract savings. This amendment will also add the Contractors share of savings to the Contract Price.

The Contractor is encouraged to include an appropriate Value Engineering clause in any subcontract and to share any cost savings with its Subcontractors.

Substitution of materials and/or equipment in lieu of that specified shall not necessarily be considered a VEP. To be considered as a VEP, the substitution must involve cost savings other than a simple reduction in price of the equipment or materials.

ARTICLE 17 – RESPONSIBILITIES

17.1 TOWN'S RESPONSIBILITIES

Except as otherwise provided in these General Conditions, the Town will issue all communications to the Contractor.

The Town will furnish the data required of the Town under the Contract Documents promptly and shall make payments to the Contractor promptly when they are due as provided in these General Conditions.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

Unless otherwise indicated, the Town's duties in respect of providing lands and easements are set forth elsewhere in these General Conditions.

In addition to the Town's rights to request changes in the Work in accordance with the section entitled "CHANGES IN THE WORK" of the General Conditions, the Town will be obligated to execute necessary Change Orders.

The Town will not supervise, direct or have control or authority over, nor be responsible for, the Contractor's means, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the performance of the Work. The Town will not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

17.2 THE TOWN'S RESPONSIBILITIES

a. Town's Representative

The Town will be the Town's representative during the construction period. The duties and responsibilities and the limitations of the authority of the Town as the Town's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of the Town.

b. Visits to the Site

The Town will make visits to the site on a regular basis at intervals appropriate to the various stages of construction as the Town deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and quality of the various aspects of the Contractor's executed Work. Based on information obtained during such visits and observations, the Town will endeavor for the benefit of the Town to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Town's efforts will be directed toward providing the Town a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, the Town will keep the Town informed of the progress of the Work and will endeavor to guard the Town against defects and deficiencies in the Work.

The Town's visits and on-site observations are subject to all the limitations on the Town's authority and responsibility set forth in these General Conditions, and particularly, but without limitation, during or as a result of the Town's on-site visits or observations of the Contractor's Work the Town will not supervise, direct, control or have authority over or be responsible for the Contractor's techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

c. Clarifications and Interpretations

The Town will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the Town may determine necessary, which shall be consistent with the intent or reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on the Town and the Contractor. If the Town or the Contractor believes that a written clarification or interpretation justifies an adjustment in the Contact Price or the Contract Time, the Town or Contractor may make

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

a written Claim therefore as provided in these General Conditions. The Town shall not be held responsible for all ambiguities (latent and patent) found in the Contract Documents.

ARTICLE 18 - SUPPLEMENTARY CONDITIONS

18.1 CONSTRUCTION DRAWINGS AND SPECIFICATIONS DISTRIBUTION

The Contractor will be supplied with four (4) copies of the Project Drawings and Specifications. Additional copies can be obtained by the Contractor at reproduction cost. The Contractor shall have one (1) set of the Project Drawings and Specifications at the job site at all times.

18.2 “AS-BUILT” CONTRACT DRAWINGS

The Contractor shall maintain a separate set of full-size Contract Drawings, marked up in red, to indicate as-built conditions. These Drawings shall be maintained in a current condition at all times until completion of the Work and shall be available for review by the Town at all times. All variations from the Contract Drawings, for whatever reasons, including those occasioned by modifications, optional materials, and the required coordination between trades, shall be indicated. These variations shall be shown in the same general detail utilized in the Contract Drawings. Upon completion of the Work, the marked-up Drawings shall be furnished to the Town prior to acceptance of the Work. The Town reserves the right to withhold final payment until acceptable as-built Contract Drawings have been submitted.

18.3 RETAINAGE INVESTMENT

The retainage amount withheld in the Contractor's Application for Payments shall be invested by the Town at the current rate provided by the State Board of Administration for the duration of the Project. If the Project is completed within the time limits specified and at the Contract Price specified, subject to any authorized modification thereto, the interest earned on the retainage shall be paid to the Contractor. Any expenses charged by the financial institution for the retainage investment account will be deducted from the interest earned on the account. Payment of the interest to the Contractor shall be made with the final payment, after the Town certifies the Work, including incomplete minor items remaining after substantial completion, has been completed within the time specified and within the current Contract Price. If the Contractor does not satisfy the time and/or price conditions, the Town will retain the interest earned on retainage.

18.4 PERMITS

The Town will supply environmental license agreements and permits required by the Florida Department of Environmental Protection (**APPENDIX B**), the U. S. Army Corps of Engineers (**APPENDIX C**) and the Broward County Environmental Protection and Growth Management Department (**APPENDIX D**). The Contractor is responsible for all other permits required during construction.

--End of Section--

SECTION 00 73 19
SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

PART 1- GENERAL

1.1 SUMMARY

- A. This specification covers the requirements for safety and occupational health requirements for the protection of the Contractor, Town personnel, property and other resources.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only. All publications are "Latest Edition" unless specified otherwise.

- A. American National Standards Institute (ANSI)
ANSI A10.32 Personal Fall Protection for Use in Construction and Demolition Operations
- B. American Society of Safety Professionals (ASSE)
ASSE Z359.1 The Fall Protection Code
ASSE A10.34 Protection of the Public on or Adjacent to Construction Sites
- C. American Society of Mechanical Engineers (ASME)
ASME B30.22 Articulating Boom Cranes
ASME B30.3 Tower Cranes: Safety Standard for Cableways, Cranes, Derricks, Hoists, Hooks, Jacks, and Slings
ASME B30.5 Mobile and Locomotive Cranes
ASME B30.8 Floating Cranes and Floating Derricks
- D. National Fire Protection Association (NFPA)
NFPA 10HB10 Portable Fire Extinguishers
NFPA 241 Standard for Safeguarding Construction, Alteration, and Demolition Operations
NFPA 70 National Electrical Code
NFPA 70E Standard for Electrical Safety in the Workplace
- E. U.S. Army Corps of Engineers (USACE)
EM 385-1-1 Safety and Health Requirements
- F. U.S. National Archives and Records Administration (NARA)
29 CFR 1910.146 Permit-required Confined Spaces
29 CFR 1926 Safety and Health Regulations for Construction
29 CFR 1926.500 Fall Protection

1.3 SUBMITTALS

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES

A. Accident Prevention Plan (APP)

1. Submit the APP to the Town for information only at or before the scheduled preconstruction meeting.

B. Activity Hazard Analysis (AHA)

1. Submit the AHA for review at least fifteen (15) calendar days prior to the start of each phase.

C. Accident Reports

1. Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports."

D. Drug Free Work Place Compliance

1. Submit the Drug Free Work Place Compliance documentation form (SECTION 00 73 19A DRUG-FREE WORKPLACE FORM) to the Town at or before the scheduled preconstruction meeting.

E. Personnel Qualification Requirements

1. Submit personnel qualifications per requirements for the Site Safety and Health Officer (SSHO) and Crane Operators (Paragraph 1.4.A) at or before the scheduled preconstruction meeting.

1.4 SITE QUALIFICATIONS, DUTIES AND MEETINGS

A. Personnel Qualifications

1. Site Safety and Health Officer (SSHO)

- a. Site Safety and Health Officer (SSHO) shall be provided at the work site at all times to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The Contractor Quality Control (QC) person can be the SSHO on this project. The SSHO shall meet the following requirements:

- 1) A minimum of 5 years safety work on similar projects.
- 2) 30-hour OSHA construction safety class or equivalent within the last 5 years.
- 3) An average of at least 24 hours of formal safety training each year for the past 5 years.
- 4) Competent person training as needed.

2. Crane Operators

- a. Crane operators shall meet the requirements in USACE EM 385-1-1, Section 16. In addition, for mobile cranes with Original Equipment Manufacturer (OEM) rated capacities of 50,000 pounds or greater, crane operators shall be designated as qualified by a source that qualifies

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

crane operators (i.e., union, a government agency, or an organization that tests and qualifies crane operators). Proof of current qualification shall be provided.

3. Site Safety and Health Officer (SSHO)/Superintendent Personnel Duties
 - a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Safety inspection logs shall be attached to the Contractors' daily quality control report.
 - b. Conduct mishap investigations and complete required reports. Maintain the OSHA Form 300 and Daily Production reports for prime and sub-contractors.
 - c. Maintain applicable safety reference material on the job site.
 - d. Attend the pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic in-progress meetings.
 - e. Implement and enforce accepted APPS and AHAs.
 - f. Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. A list of unresolved safety and health deficiencies shall be posted on the safety bulletin board.
 - g. Ensure sub-contractor compliance with safety and health requirements.

Failure to perform the above duties will result in dismissal of the superintendent and/or SSHO, and a project work stoppage. The project work stoppage will remain in effect pending approval of a suitable replacement.

B. Meetings

1. Preconstruction Conference
 - a. Contractor representatives who have a responsibility or significant role in accident prevention on the project shall attend the preconstruction conference. This includes the project superintendent, site safety and health officer, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).
 - b. The Contractor shall discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Town's representative as to which phases will require an analysis. In addition, a schedule for the preparation, submittal, review, and acceptance of AHAs shall be established to preclude project delays.
 - c. Deficiencies in the submitted APP will be brought to the attention of the Contractor at the preconstruction conference, and the Contractor shall revise the plan to correct

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

deficiencies and re-submit it for acceptance. Work shall not begin until there is an accepted APP.

- d. The functions of a Preconstruction conference may take place at the Post-Award Kickoff meeting for Design Build Contracts.

2. Safety Meetings

- a. meetings shall be conducted and documented as required by EM 385-1-1. Minutes showing contract title, signatures of attendees and a list of topics discussed shall be attached to the Contractor's daily quality control report.

1.5 ACCIDENT PREVENTION PLAN (APP)

- A. The Contractor shall use a qualified person to prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plans". Specific requirements for some of the APP elements are described below. The APP shall be job-specific and shall address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Town considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated site safety and health officer and any designated CSP and/or CIH.
- B. Submit the APP to the Town at or before the preconstruction conference for information.
- C. Once received by the Town, the APP and attachments will be part of the Contract. Disregarding the provisions of this Contract or the received APP will be cause for stopping of work, at the discretion of the Town, until the matter has been rectified.
- D. Once work begins, changes to the received APP shall be made with the knowledge and concurrence of the Town, project superintendent, SSHO and quality control manager. Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove the hazard. Notify the Town within 24 hours of discovery. Eliminate/remove the hazard. In the interim, all necessary action shall be taken to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by ASSE A10.34) and the environment.
- E. Copies of the accepted plan will be maintained at the Town and at the job site.
- F. The APP shall be continuously reviewed and amended, as necessary, throughout the life of the contract. Unusual or high-hazard activities not identified in the original APP shall be incorporated in the plan as they are discovered.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

1.6 ACTIVITY HAZARD ANALYSIS (AHA)

- A. The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1. Submit the AHA for review at least fifteen (15) calendar days prior to the start of each phase. Format subsequent AHAs as amendments to the APP. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.
- B. The AHA list will be reviewed periodically (at least monthly) at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change.
- C. The activity hazard analyses shall be developed using the project schedule as the basis for the activities performed. Any activities listed on the project schedule will require an AHA. The AHAs will be developed by the contractor, supplier or subcontractor and provided to the prime contractor for submittal to the Town.

1.7 DISPLAY OF SAFETY INFORMATION

- A. Within 1 calendar day after commencement of work, erect a safety bulletin board at the job site. The safety bulletin board shall include information and be maintained as required by EM 385-1- 1, Section 01.A.07.

1.8 SITE SAFETY REFERENCE MATERIALS

- A. Maintain safety-related references applicable to the project, including those listed in the article "References." Maintain applicable equipment manufacturer's manuals.

1.9 EMERGENCY MEDICAL TREATMENT

- A. Contractors will arrange for their own emergency medical treatment. The Town has no responsibility to provide emergency medical treatment.

1.10 REPORTS

- A. Accident Reports
 - 1. For recordable injuries and illnesses, and property damage accidents resulting in at least \$2,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the USACE Accident Investigation Report Form 3394 and provide the report to the Town within 5 calendar day(s) of the accident. The Town will provide copies of any required or special forms.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION

3.1 CONSTRUCTION AND/OR OTHER WORK

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

- A. The Contractor shall comply with USACE EM 385-1-1, NFPA 241, the APP, the AHA, Federal and/or State OSHA regulations, and other related submittals and activity fire and safety regulations. The most stringent standard shall prevail.

3.2 PRE-OUTAGE COORDINATION MEETING

- A. Contractors are required to apply for utility outages at least fifteen (15) days in advance. As a minimum, the request should include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Special requirements for electrical outage requests are contained elsewhere in this specification section. Once approved, and prior to beginning work on the utility system requiring shut down, the Contractor shall attend a pre-outage coordination meeting with the Town and the Public Utilities representative to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

3.3 FALL HAZARD PROTECTION AND PREVENTION PROGRAM

- A. The Contractor shall establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. The program shall include company policy, identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures.

B. Training

1. The Contractor shall institute a fall protection training program. As part of the Fall Hazard Protection and Prevention Program, the Contractor shall provide training for each employee who might be exposed to fall hazards. A competent person for fall protection shall provide the training. Training requirements shall be in accordance with USACE EM 385-1-1, Section 21.C.

C. Fall Protection Equipment and Systems

1. The Contractor shall enforce use of the fall protection equipment and systems designated for each specific work activity in the Fall Protection and Prevention Plan and/or AHA at all times when an employee is exposed to a fall hazard. Employees shall be protected from fall hazards as specified in EM 385-1-1, Section 21. In addition to the required fall protection systems, safety skiff, personal floatation devices, life rings etc., are required when working above or next to water in accordance with USACE EM 385-1-1, paragraphs 5.J. and 5.K. Personal fall arrest systems are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall arrest systems are required when operating other equipment such as scissor lifts if the work platform is capable of being positioned outside the wheelbase. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, or travel. Fall protection must comply with all applicable requirements.

D. Personal Fall Arrest Equipment

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

1. Personal fall arrest equipment, systems, subsystems, and components shall meet ANSI A10.32 and ASSE Z359.1. Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. Body belts may only be used as a positioning device system (for uses such as steel reinforcing assembly and in addition to an approved fall arrest system). Harnesses shall have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment shall not exceed 6 feet. The total fall distance and any swinging of the worker (pendulum-like motion) that can occur during a fall shall always be taken into consideration when attaching a person to a fall arrest system.

E. Existing Anchorage

1. Existing anchorages, to be used for attachment of personal fall arrest equipment, shall be certified (or re-certified) by a qualified person for fall protection in accordance with ASSEZ359.1. Existing horizontal lifeline anchorages shall be certified (or re-certified) by a registered professional engineer with experience in designing horizontal lifeline systems.

F. Horizontal Lifelines

1. Horizontal lifelines shall be designed, installed, certified and used under the supervision of a qualified person for fall protection as part of a complete fall arrest system which maintains a safety factor of 2 (29 CFR 1926.502(d)(15)).

G. Guardrails and Safety Nets

1. Guardrails and safety nets shall be designed, installed and used in accordance with EM 385-1-1, 29 CFR 1926.502(b) and 29 CFR 1926.502(c).

H. Rescue and Evacuation Procedures

1. When personal fall arrest systems are used, the contractor must ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. A Rescue and Evacuation Plan shall be prepared by the contractor and include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. The Rescue and Evacuation Plan shall be included in the Activity Hazard Analysis (AHA) for the phase of work, in the Fall Protection and Prevention (FP&P) Plan, and the Accident Prevention Plan (APP).

3.4 EQUIPMENT

A. Material Handling Equipment

1. Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

2. The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed instructions.
3. Operators of forklifts or power industrial trucks shall be licensed in accordance with OSHA.

B. Weight Handling Equipment

1. Cranes and derricks shall be equipped as specified in EM 385-1-1, Section 16.
2. The Contractor shall comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Erection shall be performed under the supervision of a designated person (as defined in ASME B30.5). All testing shall be performed in accordance with the manufacturer's recommended procedures.
3. The Contractor shall comply with ASME B30.5 for mobile and locomotive cranes, ASME B30.22 for articulating boom cranes, ASME B30.3 for construction tower cranes, and ASME B30.8 for floating cranes and floating derricks.
4. Under no circumstance shall a Contractor make a lift at or above 90% of the cranes rated capacity in any configuration.
5. When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and shall follow the requirements of USACE EM 385-1-1 Section 11 and ASME B30.5 or ASME B30.22 as applicable.
6. Crane suspended personnel work platforms (baskets) shall not be used unless the Contractor proves that using any other access to the work location would provide a greater hazard to the workers or is impossible. Personnel shall not be lifted with a line hoist or friction crane.
7. Portable fire extinguishers shall be inspected, maintained, and recharged as specified in NFPA 10, Standard for Portable Fire Extinguishers.
8. All employees shall be kept clear of loads about to be lifted and of suspended loads.
9. The Contractor shall use cribbing when performing lifts on outriggers.
10. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.
11. A physical barricade must be positioned to prevent personnel from entering the counterweight swing (tail swing) area of the crane.
12. Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall always be available for review by Engineer personnel.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

13. Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by Engineer personnel.
14. Certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).

3.5 ELECTRICAL

A. Conduct of Electrical Work

1. Underground electrical spaces must be certified safe for entry before entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Positive cable identification must be made prior to submitting any outage request for electrical systems. Arrangements are to be coordinated with the Town and Station Utilities for identification. The Town will not accept an outage request until the Contractor satisfactorily documents that the circuits have been clearly identified. Perform all high voltage cable cutting remotely using hydraulic cutting tool. When racking in or live switching of circuit breakers, no additional person other than the switch operator will be allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method. When working in energized substations, only qualified electrical workers shall be permitted to enter. When work requires Contractor to work near energized circuits as defined by the NFPA 70, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves with leather protective sleeves, fire retarding shirts, coveralls, face shields, and safety glasses. In addition, provide electrical arc flash protection for personnel as required by NFPA 70E. Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA.

B. Portable Extension Cords

1. Portable extension cords shall be sized in accordance with manufacturer ratings for the tool to be powered and protected from damage. All damaged extension cords shall be immediately removed from service. Portable extension cords shall meet the requirements of NFPA 70.

3.6 WORK IN CONFINED SPACES

- A.** The Contractor shall comply with the requirements in Section 34.A of USACE EM 385-1-1 and OSHA 29 CFR 1910.146 Any potential for a hazard in the confined space requires a permit system to be used.

1. Entry procedures. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. (See Section 34.A.05 of USACE EM 385-1-1 for entry procedures.) All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

2. Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its' action level.

3.7 DRUG-FREE WORKPLACE

- A. The Contractor shall submit required certification (see SECTION 00 73 19A DRUG-FREE WORKPLACE FORM) that they have or will establish a drug free workplace in accordance with Florida Statute 287.087.

-End of Section-

SECTION 01 11 00
SUMMARY OF WORK

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

PART 1- GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Description

1. The base project (Bid Item No. 0001 – 0004) generally entails dredging approximately 1,100 CY of material from ±1.44 acres within three (3) canals (Canal A, Canal B and Silvershores Waterway) to a depth of -5 feet Mean Low Water, (MLW). In accordance with permit conditions, material shall be dredged via the use of a mechanical or dredge to remove all material (inclusive of all in-channel debris) from the dredge template. Dredged material shall be offloaded at an approved dredged material management area (DMMA) to be determined by the contractor and approved by The Town.
2. Refer to **APPENDIX E, and F** for available field data. The original bathymetric, survey (**APPENDIX F**) can be provided to the Contractor in CAD format on request.

B. Work Schedule

1. The Contractor will have **180** calendar days from the Notice to Proceed to complete the project. Construction of the project is funded and administered by the Town of Lauderdale-by-the-Sea.
2. Minimal work stoppage will be required due to water activities near or around the project area. No additional compensation (time or money) shall be awarded; therefore, the Contractor shall factor these considerations into the overall bid.
 - a. The Contractor shall schedule its dredging operation to minimize work stoppage and maximize dredging during unrestricted times.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

--End of Section--

SECTION 01 29 00
MEASUREMENT AND PAYMENT

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

PART 1- GENERAL

1.2 SUMMARY

- A. This section includes requirements to be used for the basis of measurement and payment. The Contractor shall receive and accept the compensation provided in the Bid Schedule as full payment for furnishing all materials, labor, tools and equipment for performing all operations necessary to complete the Work under the Contract. Payment for all loss or damages arising from the nature of the Work, or from the action of the elements or any unforeseen difficulties, encountered during the Work until final acceptance by the Town is also included in the compensation provided in the SECTION 00 41 63A BID SCHEDULE.
- B. Bid prices for the various work items are to establish a total price for completing the project in its entirety. The Contractor shall include in the Bid, any item for which a separate pay item has not been established in the Bid Schedule, to reflect the total price for completing the project in its entirety, as depicted on the Project Drawings and specified herein. Unless there is a specific line item for administrative costs, such as Project Management, Quality Control and Safety, allocate such costs proportionally across all line items. The Contractor must include all costs for this project to complete all work, in total, designated in the project drawings, specifications, and bid schedule.

1.3 SUBMITTALS

The following submittals shall be submitted in accordance with SECTION 01 33 00 SUBMITTAL PROCEDURES. Bring the following administrative submittal items to the Preconstruction Meeting:

A. Schedule of Values

1. The Contractor will submit a printed schedule on Contractor's standard form in electronic printout for review and approval by the Town at least fifteen (15) calendar days prior to the first Payment Application. List payment items sequentially in the same order as they appear in the Bid Form.
2. Lump sum items are to have adequate breakdown of components to facilitate evaluating completeness for payment. Breakdown components shall appear directly under the payment item heading to which they apply.
3. The Contractor will revise the schedule to list approved Change Orders, with each Application for Payment. The Contractor will submit a revised Schedule of Values in accordance with this specification.

B. Construction Schedule

At or before the scheduled pre-construction meeting, the Contractor shall prepare and submit to the Town for approval a draft construction schedule in the form of a progress chart. The Contractor shall indicate on the progress chart, the bid items contained in the Contract, showing the amount of the item and its relative weighted percentage of the total Contract. The Contractor may separate features of Work under each item to show salient work elements such as procurement of materials, plants, and equipment, and supplemental work elements such as excavation, reinforcing steel, backfill, etc. These salient features shall total to the cost and weighted percentages shown for the major bid item. When quantity variations impact the weighted percentages of a separate item by

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

five percent or more, the Contractor shall revise the Contract progress charts to accurately reflect the impact of such variations.

C. Revised Construction Schedule

1. Submit copies of the updated construction schedule to the Town for each Payment Application. Changes that have occurred since the last update shall be clearly marked.

D. Payment Surveys

1. With each Payment Application, the Contractor shall submit a pay request based on the volumes hauled off determined by truck tickets and bathymetric surveys submitted to the Town for review and approval. The Contractor will only be paid for the volumetric change between payment requests as compared to the Town- Approved pre-construction bathymetric survey and payment survey within the defined dredged template boundary (see SECTION 35 20 23 DREDGING AND DREDGED MATERIAL PLACEMENT).

1.4 MEASUREMENT

- A. Measurement for Payment for this Project is based upon completion of the Work in accordance with Project Drawings and Specifications for each of the items. Field measurements will determine the percent complete of work components when listed on the approved Schedule of Values. Measurements will be made using linear, area, volumetric units, or by unit quantity count, as listed on the SECTION 00 41 63A BID SCHEDULE for unit quantity items and at the Town's sole discretion for lump sum items.
- B. The Contractor will take all measurements and compute quantities. The Town will verify measurements and quantities as appropriate.
- C. The Contractor will provide all necessary equipment, workers, and survey personnel as required.
- E. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord, in feet and hundredths of a foot.
- F. Measurement by Area: Measured by square dimension using mean length and width or radius, in feet and hundredths of a foot.
- G. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness, in feet and hundredths of a foot.
- H. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.4 BASIS FOR PAYMENT

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

- A. Unless indicated on the Contract Documents, all work indicated on the Project Drawings and specified in the Bid Documents and Contract shall be included in the Contract Sum indicated on the Bid Form.
- B. Prices stated in the Bid Schedule shall include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the Work as depicted on the Project Drawings and specified herein. The basis of payment for an item in the amount shown in the Bid Schedule shall be in accordance with the description of that item provided in this Section.
- C. The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the Work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Bid Form or Payment Items, the Contractor shall include the cost for that work in another applicable bid item, in order that the Proposal for the project reflects the total price to be paid by the Town for completing the Work in its entirety.
- D. Changes in the Contract Price and Contract Time require prior authorization in writing from the District and the Town, in the form of a Change Order or Work Change Directive. The Contractor is responsible for verification of all bid quantities and to report to the Town any discrepancies found prior to ordering materials and/or equipment for construction. Refer to SECTION 00 72 00 GENERAL CONDITIONS.
- E. The various major items of Work will be paid for either by 1) the quantity of the actual Work complete by the Contractor and accepted by the Town multiplied by the unit price or 2) the lump sum amount indicated for each Bid Schedule Item. The Work shall include all miscellaneous and ancillary items necessary to construct a complete and functional Project.

1.5 SCHEDULE OF VALUES

- A. The below descriptions generally outline the scope of work required for those elements of the Work to be paid for under each item listed in the Schedule of Bid Items. The Contractor shall submit a Schedule of Values per SECTION 00 72 00 GENERAL CONDITIONS and shall be consistent with SECTION 01 33 00 SUBMITTAL PROCEDURES.

1.6 PAYMENT ITEMS

A. Basis of Payment for Unit Price Items

- 1. Quantities indicated in the Bid Form are for bidding and Contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Town determine payment.
- 2. If the actual Work requires more or fewer quantities than those quantities indicated, the Contractor will provide the required quantities at the unit prices contracted.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

3. If the actual Work requires a fifty percent (50%) or greater change in quantity than those quantities indicated, the Town or Contractor may claim for a Contract Price adjustment for that item.

B. Basis of Payment for Lump Sum Items

1. Payment for lump sum items for this Project will be made at the lump sum price named in the Contract. The Contract price shall constitute full compensation for each item including all required labor, products, tools, equipment, plant, transportation, services and incidentals, erection, application or installation of an item of the Work, overhead and profit as required to complete the item as indicated in the Project Drawings and Specifications.

C. Progress Payments

1. One progress payment will be made upon completion of mobilization to the site.
2. Subsequent progress payments will be made upon receipt and acceptance of pay requests used for progress payments. Pay requests will be evaluated based on the volumetric change (within the accepted dredge template) between the Town-approved pre-dredge bathymetric survey and payment, post-dredge surveys (see SECTION 35 20 23 DREDGING AND DREDGED MATERIAL PLACEMENT). A copy of the original bathymetric survey, completed by Terraquatic Surveying and Mapping, between April 8-14th 2020, is included in **APPENDIX F** of these specifications. An electronic version of this survey is available upon request. The Contractor is required to have all surveys performed by a Florida Registered Professional Surveyor. Sounding depths used for determining of acceptance surveys will be derived from multi-beam survey data collected and processed in accordance the latest USACE specifications for dredging measurement and payment surveys (200 kHz acoustic frequency) and using a median depth sort with a 10- by 10- foot matrix. Once accepted by the Town, the pre-bathymetric survey will be used to evaluate all progress payments in which the Contractor is requesting payment for dredging.
3. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Town multiplied by a unit price of the item. Final payment for unit price Work will be accomplished by reconciliation Change Orders to adjust quantities at the end of the Project.
4. No payment, partial or complete, will be made for defective or rejected Work. The Contractor will not receive payment for any material dredged outside of the horizontal or vertical limits of the dredge template nor any material that falls within the setback requirements of the regulatory permits.
5. No separate payment will be made for additional labor and materials required for accomplishing the Project in its entirety. All labor, materials, and incidental costs shall be included for payment as part of the Proposal and the Contract, under the several scheduled items of the Project.

1.7 DESCRIPTION OF WORK ITEMS AND SCHEDULE OF VALUES

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

- A. The following Work items are described in order to assist the Contractor in the preparation of the Proposal and to assist the Town in the evaluation of Bids and evaluation of progress payments during construction. The Contractor shall submit a Schedule of Values containing the work components of each Bid Item of the Proposal for approval prior to the first Payment Application for Payment for work in progress.
- B. No separate payment will be made for any testing and/or surveying performed to complete the Work; costs for testing and/or surveying (as applicable), are included in the cost to complete the Work item.
- C. Submittals are considered part of the Contractor's administrative and overhead costs. The Contractor will not be compensated separately for submittals required by these specifications or those listed on the Project Drawings.
- D. Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated there with shall be included in the applicable unit prices or lump-sum prices contained in the Bid Schedule.
- E. For the purpose of the work items listed below, complete installation will mean the inclusion of demolition work, site restoration to existing or better conditions, and testing, all included in the cost to complete the work item (as applicable).
- F. All work shall be completed in accordance with all applicable permits and District requirements.
- G. The following provides a description of the Work listed in the Schedule of Bid Items. This description is not intended to be a complete and all-inclusive record of the required work items. Work includes but is not limited to the following:

H. Bid Item Description

1. Lump Sum Items

a. Insurance (Bid Item No. 0001) – Payment will be as a lump sum (LS) for costs associated with and incidental to acquiring and maintaining the appropriate insurance requirements for this project as listed in SECTION 00 72 00 GENERAL CONDITIONS.

b. Mobilization and Demobilization (Bid Item No. 0002) - Payment for this item will be made as a lump sum (LS) for costs associated with or incidental to mobilization, demobilization, and establishment of initial project management and coordination. Sixty percent (60%) of the lump sum payment will be payable to the Contractor upon completion of the mobilization at the work site with the remaining forty percent (40%) payable upon the completion of demobilization. The Contractor shall breakdown the cost for Mobilization and Demobilization in the Schedule of Values for Towns approval prior to the first Payment Application.

c. Environmental Protection and Erosion Control (Bid Item No. 0003) – Payment will be as a lump sum (LS) for full compensation for furnishing and installing all materials, labor, and equipment required for compliance with all permits and specifications related to environmental protection. This includes, but

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

not limited to, all turbidity, water quality monitoring and testing, erosion control, sediment chemistry testing, associated reporting of data, manatee observation, etc. The Contractor shall breakdown the cost for Environmental Protection in the Schedule of Values for Town approval prior to the first application for payment. See SECTION 01 35 43 ENVIRONMENTAL PROTECTION.

2. Unit Price Items

a. **Dredging and Dredged Material Placement (Bid Item No. 0004)** – Payment will be made as a unit price (Cubic Yards) for costs associated with or incidental to maintenance dredge the three (3) canals and transfer and dewater the material to the offsite dredged material management area. These prices shall include all labor, equipment, materials, upland site work, operational costs, surveys, and in channel debris and vegetation removal and disposal required to complete the dredging and upland work necessary at the disposal area. Work stoppages for manatees, turbidity control, and Maintenance of Marine Traffic must be included in the overall cost. Volumes of material dredged will be based off pre- and post-construction bathymetric surveys approved by the Town. See SECTION 01 40 00 CONTRACTOR QUALITY CONTROL, SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS, SECTION 01 78 00 PROJECT CLOSEOUT, and SECTION 35 20 23 DREDGING AND DREDGED MATERIAL PLACEMENT.

1.8 DEFECTIVE WORK

- A. The Contractor shall replace the Work, or portions of the Work, not conforming to specified requirements as directed by the Town.
- B. If, in the opinion of the Town, it is not practical to remove and replace the Work, the Town will direct one of the following remedies:
 - 1. The defective Work may remain, but the unit or lump sum price for the item will be adjusted to a new price. The adjustment will be performed at the sole discretion of the Town. The determination for the adjustment will be done by the Town, whose determination will be final.
 - 2. The defective Work will be partially repaired to the instructions of the Town, and the unit or lump sum price will be adjusted to a new price at the sole discretion of the Town. The determination for the adjustment will be done by the Town, whose determination will be final.
- C. The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction.
- D. The authority of the Town to assess the defect and identify payment adjustment is final.
- E. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products damaged in transit, during handling, or due to improper storage.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

4. Products not completely unloaded from the transporting vehicle.
5. Products placed beyond the lines and levels of the required Work.
6. Products remaining on hand after completion of the Work.
7. Removing, demolishing, and disposing of rejected Work.
8. Loading, hauling, and disposing of rejected Products.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION

3.1 PAYMENT PROCEDURES

A. Requesting Progress Payment

1. Provide hard copies of supporting invoices and quantity measurements to support all requested earnings. Ensure that sum of payment activities do not exceed Contract award funding amounts.

B. Options and Modification

1. When additional work is added by modification, existing funding amounts must be updated, or new line items for modification will be created. If Contract has option line item not yet awarded, option line item will appear as zero dollars until option is awarded by modification. No payment may be requested for Options or Modification until Contract modification has been funded and signed.

--End of Section--

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

SECTION 01 31 00
PROJECT MANAGEMENT AND COORDINATION

PART 1- GENERAL

1.5 SUMMARY

- A. The Contractor shall manage the project and coordinate all activities of own employees, subcontractors, suppliers and offsite fabricators. The Contractor shall use computers, e-mail, and internet resources for administrative work and notify Town of important meetings, schedule events, and activities. The Contractor shall furnish labor, materials, and equipment required to plan and execute project management functions.
- B. The Contractor shall coordinate activities and manage resources to construct the project conforming to the contract, on time and within budget.

1.6 SUBMITTALS

The following submittals shall be submitted in accordance with SECTION 01 33 00 SUBMITTAL PROCEDURES. Bring the following administrative submittal items to at or before the scheduled Pre-Construction meeting:

D. List of Subcontractors

- 1. Submit a list of proposed subcontractors with company name, person to contact, street address, mail address, email address, phone number, type of specialty and estimated subcontract quote.

E. Signature of Authority

- 1. Furnish a power of attorney or a notarized letter of authority from Contractor identifying local representatives authorized to sign contract documents.

1.7 PROJECT COORDINATION

- A. Coordinate scheduling, submittals, and Work to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- C. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- D. Work by Others

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

1. During construction period, others may perform construction or maintenance work within construction limits. The Contractor shall coordinate work by others with the Town and schedule activities to avoid problems at no additional cost.

1.4 PROJECT MEETINGS

A. The Town require the following types of project meetings, all of which are described below:

1. Pre-Construction Meeting
2. Coordination Meeting
3. Project Progress Meetings

B. Pre-Construction Meeting

1. The Town will conduct a Pre-Construction Meeting for this project. The Pre-Construction Meeting will be after Notice of Award (NOA) but prior to Notice to Proceed (NTP). (Refer to subparagraph "Pre-Construction Meeting Submittals" below.) The Town will notify Contractor of time, place, and agenda. Contractor shall notify key subcontractors and suppliers to attend. The Town will discuss contract "ground rules" and general issues including:

- a. Lines of Town authority
- b. Lines of Contractor authority
- c. Contract General Conditions
- d. Contract Special Conditions
- e. Contract Administration
- f. Progress Payment
- g. Correspondence Procedures
- h. Project Schedule
- i. Submittal Register
- j. Labor Requirements
- k. General Site Safety

2. Pre-Construction Meeting Attendees

- a. BCEPGMD Representative
- b. FDEP Representative
- c. USACE Representative
- d. Town Representative
- e. Contractor Representatives

3. Pre-Construction Meeting Minutes

- a. The Town will take detailed minutes of Pre-Construction Meeting discussions and may use an audio or video tape. Copies of typed minutes will be provided to the Contractor

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

to review for accuracy, sign, and return. Signed minutes become part of the contract file. Audio or video tapes if used will be made available for Contractor to review or copy at the Town offices.

4. Pre-Construction Meeting Submittals

- a. The timing of submission of submittals and completion of the Pre-Construction Meeting is intended to allow the Contractor, and the Town adequate time to prepare for commencement of work. However, should the Contractor fail to submit required items within the times stated, the Town may issue NTP prior to receipt of submittals and prior to the Pre-Construction Meeting. If the NTP is issued prior to the Contractor's compliance with submittal requirements and prior to the Pre-Construction Meeting, the Contractor will not be permitted to commence work until these requirements have been satisfied. Any delays attributable to the Contractor's failure to comply with these pre-work requirements shall be at the Contractor's expense and may be cause for remedial action by the Town. Submittals required by this Section are described in paragraph SUBMITTALS above.

5. Other Division 00 and 01 Submittals to bring or electronically submit before the Pre-Construction Meeting:

- a. Accident Prevention Plan – See SECTION 00 73 19 SAFETY AND OCCUPATION HEALTH REQUIREMENTS
- b. Drug Free Workplace Compliance – See SECTION 00 73 19 SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS
- c. Personnel Qualification Requirements – See SECTION 00 73 19 SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS
- d. Construction Schedule – See SECTION 01 29 00 MEASUREMENT AND PAYMENT
- e. List of Subcontractors – See SECTION 01 31 00 PROJECT MANAGEMENT AND COORDINATION
- f. Signature of Authority – See SECTION 01 31 00 PROJECT MANAGEMENT AND COORDINATION
- g. Draft Submittal Register - See SECTION 01 33 00 SUBMITTAL PROCEDURES
- h. Environmental Protection Plan – See SECTION 01 35 43 ENVIRONMENTAL PROTECTION
- i. Manatee Observer Qualifications– See SECTION 01 35 43 ENVIRONMENTAL PROTECTION
- j. Turbidity and Water Quality Management and Monitoring Plan – See SECTION 01 35 43 ENVIRONMENTAL PROTECTION

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

- k. Contractor Quality Control Plan – See SECTION 01 40 00 CONTRACTOR QUALITY CONTROL

6. Divisions 02 through 35 Submittals

In addition to the above, bring submittal items for materials, workmanship, plans, or events required early in project schedule that are ready for transmittal to the Town. Prepare transmittal of submittal items in accordance with SECTION 01 33 00 SUBMITTAL PROCEDURES.

- a. Dredge Plan – See SECTION 35 20 23 DREDGING AND DREDGED MATERIAL PLACEMENT
- b. Maintenance of Marine Traffic Plan – See SECTION 35 20 23 DREDGING AND DREDGED MATERIAL PLACEMENT
- c. DMMA Facility Operation Plan (Site Plan and Placement Operations Plan) – See SECTION 35 20 23 DREDGING AND DREDGED MATERIAL PLACEMENT

7. Notice to Proceed (NTP)

- a. NTP will be issued according to the Contract Documents. If the Contractor has failed to submit specified plans, including, but not limited to, Accident Prevention Plan – SECTION 00 73 19 SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS, Environmental Protection Plan, Manatee Observer Qualifications, and the Turbidity and Water Quality Management and Monitoring Plan – SECTION 01 35 43 ENVIRONMENTAL PROTECTION, Contractor's Quality Control Plan – SECTION 01 40 00 CONTRACTOR'S QUALITY CONTROL, and the Dredge Plan and Maintenance of Marine Traffic Plan — SECTION 35 20 23 DREDGING AND DREDGED MATERIAL PLACEMENT or has not yet received the Town's conditional approval to work under an interim plan, the Contractor shall not proceed with the work and shall consider the work to be suspended in accordance with the SECTION 00 72 00 GENERAL CONDITIONS. While the Contractor is working under a conditionally accepted interim plan, funds may be retained from progress payments in accordance with the SECTION 00 72 00 GENERAL CONDITIONS until the Contractor submits an acceptable plan. If the Contractor does not submit an acceptable plan within a reasonable time, as determined by the Town, the Town may order the Contractor to suspend work. Any suspension order issued for the Contractor's failure to submit an acceptable plan will not constitute unreasonable delay under the SECTION 00 72 00 GENERAL CONDITIONS and the Contractor will not be entitled to an equitable adjustment of either performance period or contract price.

F. Coordination Meeting

- 1. The Coordination Meeting is scheduled, convened, and conducted by Town after a Pre-Construction Meeting and prior to starting physical construction. Draft plans submitted after NOA (i.e., Construction Schedule, Equipment and Material Delivery Schedule, Submittal Register, Environmental Protection Plan, and Quality Control Plan) will have been reviewed. Coordination

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

Meeting is primarily for on-site Contractor Quality Control staff, including subcontractor and supplier employees performing quality control, to meet and discuss the project in detail. Purposes of Coordination Meeting are:

- a. Achieve mutual understanding with Contractor of required Quality Control
- b. Jointly review submitted draft plans; resolve issues of concern
- c. Discuss project plans and specifications, schedule, documentation
- d. Establish a good working relationship between the Contractor's Quality Control Staff and Quality Assurance Representatives

D. Progress Meetings

1. The Contractor is responsible to schedule, convene, and preside over progress meetings. As project activities increase ("ramp up"), a minimum of one progress meeting per week is typical of a project of this scope. Convene additional meetings as required, or when requested by Town. Notify persons needed to be present to discuss agenda issues. Town may direct attendance by key Contractor suppliers, or fabricators as needed. A sample meeting agenda is provided in paragraph "GENERAL MEETING REQUIREMENTS" below.
2. Progress Meeting Participants typically include:
 - a. The Town
 - b. Owner Representatives
 - c. Contractor's Site Superintendent
 - d. Contractor's Quality Control Manager
 - e. Contractor's Safety Coordinator
 - f. Subcontractors, as appropriate to the agenda
 - g. Suppliers, as appropriate to the agenda
 - h. Others as appropriate to the agenda

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 GENERAL MEETING REQUIREMENTS

- A. Contractor is responsible for phase and progress meetings to include:
 1. Meeting notification to participants
 2. Prepare agenda for meetings
 3. Physical arrangements for meetings
 4. Preside at meetings
 5. Record minutes recording proceedings and decisions
 6. Copy and send minutes to:
 - a. Meeting participants
 - b. Project parties affected by decisions
 - c. Town (No later than 3 working days)

B. PROGRESS MEETING AGENDA

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

Modify agenda as needed for on-going work.

1. Review minutes from previous progress meetings
2. Review work progress since previous meeting
3. Review current definable features of work:
 - a. Identify phases of current features of work
 - b. Identify pending phase changes
 - c. Identify features for discussion in next scheduled meeting
4. Discuss problem prevention:
 - a. Field observations
 - b. Deficiencies and tracking
 - c. Procedures working well
 - d. Problems, conflicts
 - e. Methods to improve
5. Review construction schedule:
 - a. Identify delays
 - b. Discuss proposed corrective actions to regain schedule
6. Submittals and Requests for Information (design interpretation):
 - a. Review submittal register
 - b. Identify submittals to expedite as required
7. Review off-site activities:
 - a. Fabrications
 - b. Material and equipment delivery schedule
8. Review Testing:
 - a. Type, Schedule
 - b. Received Results
9. Review changes to construction schedule:
 - a. Planned progress during succeeding work period
 - b. Coordination of various schedules
 - c. Effect of changes on construction and completion date
10. Review site safety
11. Discuss maintaining contract quality for materials and workmanship
12. Discuss pending modifications, changes and substitutions
13. Discuss other business, as appropriate

-- End of Section --

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1- GENERAL

1.8 SUMMARY

- A. This section includes requirements and procedures for submittals including shop drawings, product data, samples, or other submittals relating to products, and as specified in individual sections.
- B. The Contractor shall submit all items listed in this and other Sections of these Specifications. The Town may request submittals in addition to those listed when deemed necessary to adequately describe the Work covered in the respective sections. Units of weights and measures used on all submittals shall be the same used in the Project Drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with Contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each item shall be stamped, signed, and dated by the CQC representative indicating action taken. Proposed deviations from the Contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; Operation and Maintenance manuals including parts list; certifications; warranties and other such required submittals. Submittals requiring Town approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby.

1.9 DEFINITIONS

- A. Manufacturer's Instructions: Instructions, stipulations, directions, and recommendations issued in printed form by the manufacturer of a product addressing handling, installation, erection, and application of the product; Manufacturer's Instructions are not prepared especially for the Work.
- B. Shop Drawings: Custom prepared data of all types including drawings, diagrams, performance curves, material schedules, templates, instructions, and similar information not in standard printed form applicable to other projects.

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

- C. Product Data: Standard printed information on materials, products and systems; Illustrations, standard schedules, performance charts, brochures, diagrams and other information to illustrate materials or equipment for some portion of the Work
- D. Samples: Physical examples, which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged. Included are both fabricated and unfabricated physical examples as complete units or as smaller portions of units available for either limited visual inspection or (where indicated) for more detailed testing and analysis.
- E. Special Samples: Physical examples that illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged and will be incorporated in the Work.
- F. Miscellaneous Submittals: Technical reports, administrative submittals, certificates, and guarantees not defined as shop drawings, product data, or samples.
 - 1. Technical reports include laboratory reports, tests, technical procedures, technical records, Contractor's design analysis and Contractor's survey field notes for construction staking, before cross-sections and after cross-sections.
 - 2. Administrative Submittals are those nontechnical submittals required by the Contract Documents or deemed necessary for administrative records. These Submittals include statements of applicability, copies of industry standards, as-constructed data, security/protection/safety data, and similar type Submittals.
 - 3. Certificates and guarantees are those Submittals on Equipment and Materials where a written certificate or guarantee from the manufacturer or Supplier is called for in the Specifications.
 - 4. Reports as required by Contractor describing Contractor's means and methods for items such as dewatering, earth and water retaining, erosion control, and safety plans.

1.3 SUBMITTALS

A. Draft Submittal Register

- 1. Submit Draft Submittal Register, coordinated with Construction Schedule, for Town Approval at or before the scheduled pre-construction meeting.

B. Revised Submittal Register

- 1. Submit Revised Submittal Register with each monthly payment application to the Town.

1.4 PROCEDURES

- A. Before commencing work, the Contractor will review the Draft Submittal Register attached to this specification as **APPENDIX H**. The Contractor will review the Submittal Register with the Town and note any discrepancies or required additions. The reviewed Submittal Register will serve only as guidance document for submission as the project proceeds. Optional submittals or other submittal requirements not listed on the Submittal Register but described in the test of

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

the Specifications may be required, and the Contractor shall provide these upon request of the Town.

- B. Unless specifically required to deliver hard copies, Contractor shall deliver all submittals to the Town in electronic format via email at the email address under "Inquiries/Addenda" listed in SECTION 00 21 13 INSTRUCTIONS TO BIDDERS.
- C. For submittal files too large to send via email, the Town will provide the Contractor with an ftp site to upload the electronic submittal. The Town will provide the designated FTP site to the Contractor at the Pre-Construction Meeting (SECTION 01 31 00 PROJECT MANAGEMENT AND COORDINATION).
- D. For submittals that require the seal of a Professional Engineer, Professional Geologist, or Professional Surveyor, the seal and signature shall be clearly visible. Both hard copies and electronic copies shall be submitted for all sealed submittals.
- E. When immediate contact is required herein, the Contractor shall contact the Town by telephone, unless otherwise instructed.
- F. Submit submittals in ample time for review and response.
- G. Submit submittals specified or reasonably required for construction, operation, and maintenance of the Work.
- H. Deliver submittals under acceptable transmittal form which identifies:
 - 1. Submittal date.
 - 2. Project and Contractor.
 - 3. Subcontractor and major supplier, when appropriate.
 - 4. Reference submittal to Contract Documents by Drawing, detail, and/or Specification section numbers, as appropriate.
 - 5. Variations from Contract Documents when variations are included in submittal.
 - 6. Whether submittal requires approval or is for information only.

1.5 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. Submit Shop Drawings, Product Data, Samples, and other pertinent information in sufficient detail to show compliance with specified requirements.
- B. Check, verify, and revise submittals as necessary to bring them into conformance with Contract Documents and actual field conditions.
 - 1. Determine and verify quantities, dimensions, specified design and performance criteria, materials, catalog numbers, and similar data.
 - 2. Coordinate submittal with other submittals and with the requirements of the Contract Documents.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

- C. After completion of checking, verification, and revising; stamp, sign and date submittals indicating review and approval; and submit to Town.
 - 1. Stamp and signature indicate Contractor has satisfied shop drawing review responsibilities and constitutes Contractor's written approval of shop drawing.
 - 2. Shop drawings without Contractor's written approval will be returned for resubmission.
- D. Shop Drawings: Submit four (4) copies. One (1) will be returned with reviewer's comments and stamp.
- E. Product Data and Manufacturer's Instructions: Submit four (4) copies. Excise or cross out nonapplicable information and clearly mark applicable information with citations to and terminology consistent with Contract Documents.
 - 1. One (1) copy will be returned with reviewer's comments and stamp.
- F. Samples: Submit one (1) sample (unless otherwise directed) labeled with reference to applicable Contract Documents. Samples will not be returned unless return is requested in writing and an additional sample is submitted.
- G. Special Samples: Submit one (1) sample labeled with reference to applicable Contract Documents. Sample will be returned for installation in the Work.
- H. The Contractor shall assume all risks of additional expenses and delays when proceeding with work related to required submittals that have not been reviewed and approved.

1.6 MANUFACTURER'S INSTRUCTIONS

- A. Submit manufacturer's instructions whenever available and when installation, erection, or application in accordance with manufacturer's instructions is required by the Specifications.
- B. Submit manufacturer's instructions prior to installation, erection, or application of equipment and other project components. Submit manufacturer's instructions in accordance with requirements for Product Data.

1.7 TOWN'S REVIEW

- A. Town's review of submittals shall not release Contractor from Contractor's responsibility for performance of requirements of Contract Documents. Neither shall the Town's review release the Contractor from fulfilling purpose of installation nor from Contractor's liability to replace defective work.
- B. Do not consider submittals as Contract Documents. Purpose of submittals is to demonstrate how Contractor intends to conform to the design concepts.
- C. The Town's review of shop drawings, samples, or test procedures will be only for conformance with design concepts and for compliance with information given in Contract Documents.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

1. Town's review does not extend to:
 - a. Accuracy of dimensions, quantities, or performance of equipment and systems designed by Contractor.
 - b. Contractor's means, methods, techniques, sequences, or procedures except when specified, indicated on the Drawings, or required by Contract Documents.
 - c. Safety precautions or programs related to safety, which shall remain the sole responsibility of the Contractor.
- D. Except as may be provided in these specifications, a submittal will be returned within 10 business days. When a submittal cannot be returned within that period, Town will, within a reasonable time after receipt of the submittal, give notice of the date by which that submittal will be returned.
- E. For submittals returned Approved (AP) – No further action is required by the Contractor for this submittal; Contractor shall pursue with the Work described by this submittal.
- F. For submittals returned Rejected (RE) – See All Comments, Contractor shall develop a new submittal package with materials, equipment, methods, etc. that meet the requirements of the Contract Documents.
- G. For submittals returned Revise and Resubmit (RR) – Make Corrections Noted / See All Comments, Contractor shall incorporate the review comments into a complete revised package and resubmit it for review.
- H. For submittals returned Approved as Corrected (AC) – No further action is required by the Contractor for this submittal; however, Contractor shall incorporate comments into the Work described by this submittal.
- I. For submittals returned Submittal Not Required – Returned without Review (SNR), File for Record, no further action is required by the Contractor for this submittal.
- J. For submittals returned Submittal Received, for Information Only (SRI) – File for Record, no further action is required by the Contractor for this submittal.
- K. For submittals returned Submit Specified Item (SSI) – Contractor shall develop a new submittal package with the specified item.
- L. The Town will be entitled to rely upon the accuracy or completeness of designs, calculations, or certifications made by licensed professionals accompanying a particular submittal whether or not a stamp or seal is required by Contract Documents or Laws and Regulations.
- M. For submittals returned Rejected or Revise and Resubmit, the Contractor shall submit the subsequent submittal in its entirety so as to ultimately create one accepted submittal document. Submitting partial submittal data as a response to specific questions/comments will not be acceptable and the Town reserves the right to reject such partial submittals.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

- N. Subsequent submittals shall contain the same submittal number as the original submittal; however, the Contractor shall append a suffix number or letter to the subsequent submittal number to identify it as subsequent to the original submittal.
- O. Costs incurred by Owner as a result of additional reviews of a particular submittal after the fourth time it has been reviewed shall be borne by Contractor at a rate of \$500.00 per subsequent submittal review or the Town's actual time spent reviewing the submittal whichever is greater. Reimbursement to Owner will be made by deducting such costs from Contractor's subsequent partial payments.

1.8 MINOR OR INCIDENTAL PRODUCTS AND EQUIPMENT SCHEDULES

- A. Shop Drawings of minor or incidental fabricated products will not be required, unless requested.
- B. If requested by the Town, submit tabulated lists of minor or incidental products showing the names of the manufacturers and catalog numbers, with Product Data and Samples as required to determine acceptability.

1.9 SCHEDULING

- A. Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent Project Drawings shall be so scheduled. Adequate time, a minimum of ten (10) calendar days exclusive of mailing time, shall be allowed on the Submittal Register for review and approval. No delays, damages, or time extensions will be allowed for time lost in late submittals.

1.10 DEVIATIONS

- A. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Town reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 SUBMITTAL REGISTER

- A. **APPENDIX H** provides a Draft Submittal Register listing each item of material or equipment for which submittals are required by the Specifications. The list may not be all-inclusive and additional submittals may be required. The Contractor shall complete and return three (3) copies of the Submittal Register to the Town for approval at or before the scheduled pre-construction meeting. The approved Submittal Register will become the scheduling document and will be used to control submittals throughout the life of the Contract. The register and the progress schedules shall be coordinated. After initial approval of the Contractors'; Submittal Register, the

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

Contractor shall submit one (1) copy of the revised and/or updated Submittal Register, as part of the monthly payment application to the Town. The appended Submittal Register is an Excel-based spreadsheet. The Town will provide an electronic version of this document to the Contractor upon request.

3.2 SUBMITTALS KNOWN TO BE UNACCEPTABLE

- A. The Contractor shall contact the Town immediately regarding construction-testing submittals that have failed tests criteria or are otherwise unacceptable.

-- End of Section --

SECTION 01 35 43
ENVIRONMENTAL PROTECTION

PART 1- GENERAL

1.10 SUMMARY

- A. This section covers prevention of environmental pollution and damage as the result of construction operations under this contract and for those measures set forth in other Technical Requirements of these specifications. For the purpose of this specification, environmental pollution and damage are defined as the presence of chemical, physical, or biological elements or agents, which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural, and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual aesthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.
- B. Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. Contractor shall record on daily quality control reports or attachments thereto, any problems in complying with laws, regulations and ordinances, and corrective action taken.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

C. Contractor shall comply with all requirements under terms and conditions set forth in the following environmental permits and authorizations for this project:

- Florida Department of Environmental Protection permit 50-0351799-001-EE (**APPENDIX B**)
- Department of the Army permit SAJ-2017-00503(RGP-LCK), Department of the Army Regional General Permit SAJ-93, and Regional General Permit Modification #1 (**APPENDIX C**)

Copies of these environmental permits are appended to these contract documents. The Contractor shall familiarize himself and his personnel with these and any other permits issued for this project and comply with all requirements under the terms and conditions set forth therein. The contractor shall be responsible for any fines resulting from violations of construction conditions set forth in the environmental permits. The Contractor shall include all costs for preparation and submittal of required reporting within each relative bid item. It is the Contractor's responsibility to obtain all other relevant Federal, State and local permits at no cost to the Owner. The Contractor shall be responsible for any delays and costs resulting from failure to comply with these and all federal, state and local environmental protection laws and regulations.

1.11 SUBMITTALS

The following submittals shall be submitted in accordance with SECTION 01 33 00 SUBMITTAL PROCEDURES.

A. Environmental Protection Plan

1. At least fifteen (15) calendar days before the scheduled pre-construction conference, the Contractor shall submit in writing an Environmental Protection Plan that is specific to this project. The Town may, at its discretion, consider an interim plan for the first thirty (30) days of operations. However, the Contractor shall furnish an acceptable final plan no later than thirty (30) calendar days after receipt of Notice to Proceed. Acceptance of the Contractor's plan shall not relieve the Contractor of its responsibility for adequate and continuing control of pollutants and other environmental protection measures. Acceptance of the plan is conditional and predicated on satisfactory performance during construction. The Town reserves the right to require the Contractor to make changes to the Environmental Protection Plan or operations if the Town determines that environmental protection requirements are not being met. No physical work at the site shall begin prior to acceptance of the Contractor's Plan or an interim plan covering the work to be performed. The Environmental Protection Plan shall include but not be limited to the following:
 - a. 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.
 - b. Methods for protection of features and resources to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., submerged natural resources, mangroves, trees, shrubs, vines, grasses and ground cover, landscape

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

features, air and water quality, fish and wildlife, soil, historical, archeological, and cultural resources.

- c. Procedures to be implemented to provide the required environmental protection and to comply with the applicable laws and regulations. The Contractor shall provide written assurance that immediate corrective action will be taken to correct pollution of the environment due to accident, natural causes, or failure to follow the procedure set out in accordance with the environmental protection plan.
- d. A permit or license for and the location of the solid waste disposal area.
- e. Drawings showing locations of any proposed temporary and permanent excavations or embankments for haul roads, stream crossing, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
- f. Environmental monitoring plans for the job site, including land, water, air, and noise monitoring.
- g. Methods for protection of species identified as state and/or federally Threatened Endangered Species.
- h. Methods for protecting surface and groundwater during construction activities.
- i. Spill prevention Plan. The Contractor shall specify all potentially hazardous substances to be used on the job site and intended actions to prevent accidental or intentional introduction of such materials into the air, ground, water, wetlands, or drainage areas. The plan shall specify the Contractor's provisions to be taken to meet Federal, State, and local laws and regulations regarding labeling, storage, removal, transport, and disposal of potentially hazardous substances.
- j. Spill contingency plan for hazardous, toxic or petroleum material.
- k. Work area plan showing the proposed activity in each portion of the area and identify the areas of limited use or non-use. Plan should include measures for marking the limits of use areas.
- l. Plan inclusive of construction limits and dredging procedures.
- m. A statement identifying the Contractor's personnel who shall be responsible for implementation of the Environmental Protection Plan. The Contractor's 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.
- n. A Certification Letter must be signed acknowledging the Contractor has a copy of all environmental permits and licenses applicable to the project and understand the conditions in the permits. The Certification Letter (see **APPENDIX I**) shall be attached to the Environmental Protection Plan.

B. Manatee Observation

1. Qualifications: At or before the scheduled pre-construction meeting and at least fourteen (14) calendar days prior to construction commencement, the Contractor shall submit qualifications (a professional resume and FWC Observer Approval Form, revised January 2008) for the person that is designated as a manatee observer when in-water work is being performed. That person, **independent from the Contractor**, shall be approved by the Town two weeks before the beginning of construction and be equipped with polarized sunglasses to aid in observation. This person must be on site during all in-water construction activities and will advise personnel to cease operation upon sighting a manatee within 50 feet of any in-water construction activity. All Contractor personnel associated with the project shall be instructed about the presence of

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees.

2. Daily Reports: Observers shall maintain a daily log detailing manatee sighting, work stoppages, and other protected species-related incidents. An example form is provided in **APPENDIX I**.
3. Summary Report: Within thirty (30) days of project completion, the Contractor shall submit a summary report detailing all activities noted in the observer logs, the location and name of project, and the dates and times of work.
4. As identified in **APPENDIX A**, no nighttime dredging shall occur in these areas. Refer to **APPENDIX C** for special conditions for Federally listed species.

C. Turbidity and Water Quality Management and Monitoring Plan

1. At least fifteen (15) calendar days before the scheduled pre-construction conference, the Contractor shall submit a detailed turbidity and water quality management and monitoring plan to the Town for approval. At a minimum this plan should specifically detail specific project equipment, techniques, procedures, and sequencing including all feasible turbidity reduction measures, applicable regulatory standards, anticipated handling, transport and disposal of dredged materials and all efforts to preserve adjacent or downstream resources. The document, including both narrative and illustrative documentation, shall also describe in detail the specific turbidity and sedimentation monitoring, sampling and reporting protocols proposed.
2. The Contractor shall also include specific details and drawings that specifically describe how the overall dredging operations and turbidity control measures will not adversely impact marine mammals. Barrier details and drawings — including the location, method of securing, and monitoring schedule — to avoid manatee entanglement, entrapment, and movement impedance.

D. Turbidity Monitoring Reports

1. During construction, the Contractor shall submit daily monitoring reports containing the turbidity data gathered. Monitoring reports shall be submitted to the Town via e-mail on a daily basis. All sampling and analyses shall be in accordance FDEP-approved field procedures and laboratory methods as specified in Chapter 62-160. All reports shall contain the following information:
 - a. Permit number
 - b. Project name
 - c. Dates of sampling and analysis
 - d. Turbidity sampling results
 - e. Description of data collection methods (via a statement describing the methods use in collection, handling, storage, sample analysis, and date that the sampling meter was last calibrated)
 - f. Time of day profile was taken
 - g. Depth of sample
 - h. Depth of water body
 - i. Weather conditions at time of sampling
 - j. Tidal stage and direction of flow
 - k. Wind direction and velocity

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

- I. Water temperature.
- m. Map indicating sampling locations, dredging and discharge locations, and direction of tidal flow
- n. Statement and signature by the individual responsible for implementation of the sampling program attesting to the authenticity, precision, limits of detection, and accuracy of the data.
- o. When samples cannot be collected, include an explanation in the report. If unable to collect sample due to severe weather conditions, include a copy of a weather report from a reliable, independent source, such as an online weather service.

2. See **APPENDIX I** for an example Turbidity Monitoring Report Form.

E. Project Environmental Summary Sheet

- 1. Within thirty (30) days of project completion, the Contractor shall complete the Project Environmental Summary Sheet located in **APPENDIX I**. The purpose of this summary sheet is to demonstrate compliance — as well as to summarize any deviations — from the conditions and requirements set forth in the project's environmental resource permits.

1.12 SUBCONTRACTORS

- 1. Assurance of compliance with this section by subcontractors will be the responsibility of Contractor.

1.4 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

- 2. Contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities to insure adequate and continuous environmental pollution control. Quality Control and supervisory personnel shall be thoroughly trained in the proper use of monitoring devices and abatement equipment, and shall be thoroughly knowledgeable of federal, state, and local laws, regulations, and permits as listed in the Environmental Protection Plan submitted by Contractor. Quality Control personnel will be identified in the Quality Control Plan submitted in accordance with SECTION 01 40 00 CONTRACTOR QUALITY CONTROL.

1.5 NONCOMPLIANCE

- 1. The Town will notify the Contractor in writing of any observed noncompliance with the aforementioned federal, state, or local laws or regulations, permits and other elements of the Contractor's Environmental Protection Plan. The Contractor shall, after receipt of such notice, inform the Town of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Town may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted, or costs or damages allowed to the Contractor for any such suspension.
- 2. Monitoring of permit and/or regulation compliance by the Town is for the sole benefit of the Town and shall not relieve the Contractor of the responsibility of knowing and complying with all local, state, and federal laws and regulations concerning the protection of the environmental resources,

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

nor does it relieve the Contractor of the responsibility of ensuring that all environmental permit requirements governing the project work are met.

3. The Contractor shall immediately notify the Town, via phone and e-mail, of the occurrence of any environmental incident.

PART 2 – PRODUCTS

2.1 GENERAL

- A. All upland erosion/turbidity control devices shall be installed pursuant to Chapter 6 of The Florida Land Development Manual, A Guide to Sound Land and Water Management, prior to the commence of construction activities. The devices shall remain functional at all times.

2.2 SILTATION FENCES

- A. The siltation fences shall be geotechnical woven or non-woven fabric conforming to the applicable application requirement of Section 985 of the Florida Department of Transportation “Standards Specifications for Road and Bridge Construction.” The type and size of posts and wire mesh reinforcement will be at the option of the Contractor an applicable to the installation conditions.

2.3 EROSION CONTROL MATTING

- A. Erosion control matting shall be woven, biodegradable geotechnical fabric. It shall be used to temporarily stabilize channels or steep slopes until vegetation is established. The type selected shall be comparable to the vegetation cover applied for the particular installation. The material shall be stapled in place at 18 inches on center with a minimum matting lap of 4 inches.

2.4 HAY OR STRAW BALES

- A. Hay or straw bales shall be individual bales each entrenched 4 inches into the soil. The bales shall be clean, fresh hay or straw. Bales shall be replaced when they become clogged with silt, deteriorate, or after a period of 3 weeks, whichever occurs first. The particular application may require that bales be staked into the ground with rebar.

2.5 TURBIDITY SCREENS

- A. Floating turbidity screens with weighted skirts that extend to within 1 foot of the bottom and shall be placed at the construction site where feasible. The Contractor is responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of water quality standards outside of the mixing zone. The Contractor is solely responsible for ensuring that the turbidity screens (1) do not impact seagrasses; (2) avoid manatee entanglement and entrapment; and (3) do not impede manatee movement.

PART 3 - EXECUTION

3.1 PROTECTION OF ENVIRONMENTAL RESOURCES

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

A. General

1. For contract work, the Contractor shall comply with all applicable federal, state, and local laws and regulations. The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. Contractor shall confine his activities to areas defined by the drawings and specifications. Environmental protection shall be as stated in the following paragraphs. Failure to meet the requirements of these Specifications for environmental protection may result in Work stoppages or termination for default. No part of the time lost due to any such Work stoppages shall be made the subject of claims for extensions of time or for excess costs or damages by Contractor. If Contractor fails or refuses to promptly repair any damage caused by violation of provisions of these Specifications, the Owner may have the necessary Work performed and charge the cost thereof to Contractor.

3.2 PROTECTION OF LAND RESOURCES

- A. Before beginning any construction, Contractor shall identify all land resources to be preserved within Contractor's work area. Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and landforms without special permission from Town. Contractor shall engage a qualified tree surgeon to perform all tree surgery, and shall repair injuries to bark, trunk, branches, and roots of protected trees by dressing, cutting, and painting as specified for Class I Fine Pruning, of the National Arborist Association Pruning Standards for Shade Tree or as per State's Agricultural Extension Agency Guidelines, immediately as occurrences arise. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

B. Work Area Limits

1. The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas approved by the Town. Temporary movement or relocation of the Contractor facilities shall be made only upon approval by the Town.
2. Prior to any construction, the Contractor shall mark the areas that are not required to accomplish all work to be performed under this contract. Isolated areas within the general work area that are to be saved and protected shall also be marked or fenced. Protect from damage all existing trees designated to remain. Protect tree roots from noxious materials in solution caused by run-off or spillage. No materials, trailers, or equipment shall be stored within the drip line of any protected tree.
3. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to his personnel the purpose of marking and/or protection of all necessary objects.

C. Protection of Landscape

1. With exception of the Contractor Staging and Storage area, the Town will not allow vegetation to be disturbed or removed from the site nor perimeter road and access

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

areas. Please refer to the Project Drawings for the allowable vegetation removal area. The vegetation removed in the Contractor offloading, staging, and storage area shall be minimized to the extent possible.

2. Trees and their roots, shrubs, vines, grasses, landforms, and other landscape features (indicated, defined, and delineated on the Drawings to be preserved, such as wetlands) shall be clearly identified and protected by fencing or any other approved techniques. Place tree protection fencing before excavation or grading is begun and maintain in place until construction is complete.

D. Disturbed Areas

1. The Contractor shall effectively prevent erosion and control sedimentation through approved methods include, but are not limited to, the following:
 - a. Retardation and Control of Runoff: Runoff from the construction site or from storms shall be controlled, retarded, and diverted to protected drainage courses by means of diversion ditches, benches, and by any other erosion control measures necessary.
 - b. The Contractor shall select, implement, and maintain erosion and sediment control measures as required by local, state, and federal laws and regulations.

E. Disposal of Solid Wastes

1. Solid wastes (excluding clearing debris) shall be placed in containers that are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination. The Contractor shall transport all solid waste off the properties within the project limits and dispose of it in compliance with federal, state, and local requirements for solid waste disposal. Discarded materials other than those that can be handled in the solid waste category will be handled as directed by the Town.

F. Dispensing of Fuel

1. Fuel dispensers shall have a 4-foot square, 16-gauge metal pan with borders banded up and welded at corners right below the bib. Edges of the pans shall be 8-inch minimum in depth to ascertain that no contamination of the ground takes place. Pans shall be cleaned by an approved method immediately after every dispensing of fuel and wastes disposed of offsite in an approved area. Should any spilling of fuel occur the CONTRACTOR shall immediately recover the contaminated ground and dispose of it offsite in an approved area.

G. Disposal of Chemical Waste

1. Chemical waste shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State, and local regulations.

H. Disposal of Discarded Materials

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

1. Discarded materials other than those that can be included in the solid waste category shall be handled as directed.

3.3 PROTECTION OF WATER RESOURCES

A. General

1. The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. The Contractor shall conduct his operations in a manner to minimize erosion and shall conform to all water quality standards as prescribed all other relevant Federal, State and local regulatory criteria. Special management techniques as set out below shall be implemented to control water pollution by the listed construction activities that are included in this contract. In the event of unforeseen conditions, the Town may require the use of control features or methods other than those indicated or proposed by the Contractor.
2. Storage, stockpiling or access of equipment on, in, over or through seagrass (or other aquatic vegetation) beds is prohibited unless a work area or ingress/egress corridor is specifically approved by this permit. Refer to the Project Drawings. Anchoring or spudding of vessels and barges within beds of aquatic vegetation or over hardbottom areas is prohibited.

B. Turbidity Control

1. Turbidity shall be monitored and conducted in accordance with techniques described in the FDEP Standard Operating Procedure (SOP) for field turbidity measurements:
 - a. Every four (4) hours during all dredging and every six (6) hours during discharge operations.
 - b. Background: At one-foot below surface, mid-depth, and one-foot above bottom, clearly outside the influence of any artificially generated turbidity plume.
 - 1) Dredge Site: approximately 100 feet up-current of the work site and clearly outside the influence of construction activities.
 - 2) Offload site: approximately 100 feet in the opposite direction in the prevailing current flow.
 - c. Compliance: At one-foot below surface, mid-depth, and one-foot above bottom, within the densest portion of any visible turbidity plume generated by this project.
 - 1) Dredge Site and Offload site: Immediately outside the authorized 150-meter mixing zone surrounding the work sites and within the densest portion of any visible turbidity plume.
 - d. See **APPENDIX I** for a sample Turbidity Monitoring Report Form.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

2. The compliance locations given above shall be considered the limits of the temporary mixing zone for turbidity allowed during construction. If turbidity monitoring (collected and recorded during daylight hours only) shows an increase in compliance sampling turbidity greater than 29 NTU above background, the Contractor shall:
 - a. Notify the Town and Florida Department of Environmental Protection (561-681-6636) at the time the violation is first detected.
 - b. Immediately cease all work contributing to the water quality violation.
 - c. Stabilize all exposed soils contributing to the violation. Modify the work procedures that were responsible for the violation, install more turbidity containment devices, and repair any non-functional turbidity containment devices.
 - d. Perform turbidity monitoring
 - e. Resume construction activities once turbidity levels outside turbidity curtains fall below 29 NTUs.
3. Work Delay
 - a. Delays in work due to the fault or negligence of the Contractor or Contractor's failure to comply with the required turbidity requirements shall not be compensable.

C. Washing and Curing Water

1. Wastewaters directly derived from construction activities shall not be allowed to enter surface water areas. These wastewaters shall be collected and placed in retention ponds where suspended materials can be settled out or the water evaporates so that pollutants are separated from the water.
2. The Contractor shall provide siltation fences, hay bales, and other means and materials to prevent the pollution of the Intracoastal Waterway, streams, canals, lakes, ditches, rivers, and other water improvements including on-site retention areas from siltation from erosion, run off, concrete truck wash, mortar mixer cleanout, and other construction activities. Under no circumstances will material delivery trucks be cleaned out on Town property. The Contractor is responsible for arranging for proper clean out facilities.
3. The Contractor shall take sufficient precautions to prevent discharge of fuels, oils, bitumen, calcium chloride, and other harmful materials to the surface and ground water.

D. Oil Spill Prevention

1. Prevent oil or other hazardous substances from entering the ground, drainage, or local bodies of water. Provide containment, diversionary structures, or equipment to prevent discharged oil from reaching a watercourse. Take immediate action to contain and clean up any spill of oily substances, petroleum products, and hazardous substances.

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

Immediately report such spills to the Town. Provide one or more of the following preventive systems at each oil storage site. The provision of such preventive systems shall be approved by the Town prior to tank installation and use.

- a. Dikes, berms, retaining walls, culverting, curbing, guttering, or other similar structures shall be capable of containing the contents of the largest single tank.
 - b. Spill diversion ponds shall be capable of containing the contents of the largest single tank.
 - c. Absorbent materials shall be capable of absorbing the contents of the largest single tank.
2. Oil Storage Tank Installation: All oil storage tank installation shall be constructed so that a secondary means of containment is provided for the entire contents of the largest single tank. Dikes and other structures shall be positioned or located so as to provide a secondary containment identical to that required for non-mobile storage tanks. Storage tanks shall be located where they will not be subject to flooding or washout. When it is determined that the installation of containment structures or equipment to prevent discharged oil from reaching a watercourse is not practicable, a clear demonstration of such impracticability shall be submitted to the Town for approval prior to installation or use of the storage tank. The following shall also be provided to the Town for approval prior to installation use of the storage tank.
 - a. An oil spill contingency plan.
 - b. A written certification of commitment of manpower, equipment, and materials required to expeditiously control and remove the discharge oil.
3. Liabilities: Contractor shall be liable for the damage caused by oil spills when it can be shown that oil was discharged as a result of willful negligence or willful misconduct. The penalty for failure to report the discharge of oil shall be in accordance with state and federal laws.

3.4 PROTECTION OF SEAGRASSES

1. Submerged natural resources exist within the footprint and adjacent to the project area (seagrasses). The Contractor shall instruct all personnel associated with the project of the presence of seagrasses, especially the Johnson's Seagrass (*Halophlia johnsonii*), and the need to avoid contact with seagrasses adjacent to the project area. All construction personnel shall be advised that there are civil and criminal penalties for harming or destroying seagrasses, especially Johnson's Seagrass which is protected under the Endangered Species Act of 1973, as amended. The Contractor may be held responsible for any seagrasses (adjacent to the project area) that are harmed or destroyed due to construction activities. **Should penalties be leveed and/or mitigation be required (as a result of Contractor actions) — all cost will be borne by the Contractor at no cost to the Town.**

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

2. Vessels crossing seagrass beds shall have a minimum of eighteen inches of water below the hull or propellers, whichever is lower.
3. Coordinates of all dredge anchor drop points, specifically anchor points outside the dredge template, shall be recorded in the dredge operational logs (using DGPS technology, accurate to two (2) meters). Logs shall also include the dates, times and circumstances of all work stoppages and equipment malfunctions. A copy of the dredge logs shall be submitted to the Contracting Officer with the submittal "Daily/Monthly Report of Operations" in the submittal requirements for 35 20 23 DREDGING AND DREDGED MATERIAL PLACEMENT.

3.5 PROTECTION OF FISH AND WILDLIFE RESOURCES

- A. Contractor shall keep construction activities under surveillance, management, and control to minimize interference with, disturbance to, and damage of fish and wildlife. Species that require specific attention along with measures for their protection will be listed in Contractor's Environmental Protection Plan prior to the beginning of construction operation. In the event that a threatened or endangered species is harmed because of construction activities, the Contractor shall cease all work and notify the Town. The Town will provide emergency contact information at the Pre-Construction Meeting.

B. Manatee

1. The Contractor shall comply with the Standard Manatee Construction Conditions for In-Water Work (2011) and conditions as cited in **APPENDIX B** and **APPENDIX C** for all in-water activity.

C. Sea Turtle and Smalltooth Sawfish

1. The Contractor shall comply with National Marine Fisheries Service's "Sea Turtle and Smalltooth Sawfish Construction Conditions" dated March 23, 2006.

3.6 PRESERVATION AND RECOVERY OF HISTORIC, ARCHEOLOGICAL, AND CULTURAL RESOURCES

A. Inadvertent Discoveries

1. If, during construction activities, Contractor observes items that may have historic or archeological value, such observations shall be reported immediately to Town so that the appropriate authorities may be notified, and a determination made as to their significance and what, if any, special disposition of the finds should be made. Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees from trespassing on, removing, or otherwise damaging such resources.

B. Claims for Downtime due to Inadvertent Discoveries

1. Upon discovery and subsequent reporting of a possible inadvertent discovery of cultural resources, the Contractor shall seek to continue work well away from, or otherwise protectively avoiding, the area of interest, or in some other manner that strives to

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

continue productive activities in keeping with the contract. Should an inadvertent discovery be of the nature that substantial impact(s) to the work schedule are evident; such delays shall be coordinated with the Town. Contract adjustments resulting from compliance with this paragraph shall be determined in accordance with Article 14 of the General Conditions.

3.7 PROTECTION OF AIR RESOURCES

- A. The Contractor shall keep construction activities under surveillance, management, and control to minimize pollution of air resources. All activities, equipment, processes and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the applicable air pollution standards of the State of Florida and all Federal emission and performance laws and standards.

3.8 PROTECTION FROM SOUND INTRUSIONS

- A. The Contractor shall keep construction activities under surveillance and control to minimize damage to the environment by noise and to comply with all federal, state, and local noise ordinances. The use of horns, bells or the use of whistle signals shall be held to a minimum necessary in order to ensure as safe and as quiet an operation as possible.

3.9 POST CONSTRUCTION CLEANUP

- A. The Contractor shall clean up any area(s) used for construction to the satisfaction of the Town.

3.10 MAINTENANCE OF POLLUTION CONTROL FEATURES

- A. The Contractor shall, at his expense, provide routine maintenance of permanent and temporary erosion control features until the project is completed and accepted. If such erosion control features must be reconstructed due to the Contractor's negligence, carelessness, or in the case of temporary erosion control features, failure by the Contractor to install permanent erosion control features as scheduled, such replacement shall be on the Contractor's expense.
- B. If the Contractor through any construction activity degrades, destroys, or impacts the ground cover on any adjoining property including rights-of-way, effected area shall be fully repaired and re-vegetated at the Contractor's expense. Where the area affected is undeveloped with no maintained stand of grass, the area shall be sodded with Bahia, and where affected areas are grassed, the sod shall match the applicable vegetative cover.

-- End of Section --

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

SECTION 01 40 00
CONTRACTOR QUALITY CONTROL

PART 1- GENERAL

1.13 SUMMARY

- B. This section covers the establishment and operation of the Contractor's Quality Control (CQC) system as specified by SECTION 00 72 00 GENERAL CONDITIONS.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only. All publications are "Latest Edition" unless specified otherwise.

A. American Society for Testing and Materials (ASTM)

ASTM D 3740	Minimum Requirements for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
ASTM E 329	Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection

1.3 SUBMITTALS

The following shall be submitted in accordance with SECTION 01 33 00 SUBMITTAL PROCEDURES.

A. Contractor Quality Control Plan

1. At least fifteen (15) calendar days before the scheduled pre-construction conference, the Contractor shall submit the Contractor Quality Control (CQC) Plan for review and acceptance by the Town. The Town will consider an interim plan for the first twenty (20) calendar days of operation. However, the Contractor shall furnish, no later than twenty (20) calendar days after

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

receipt of the Notice to Proceed, an acceptable final CQC Plan to implement the requirement of paragraph entitled “INSPECTION AND ACCEPTANCE” of SECTION 00 72 00 GENERAL CONDITIONS. The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used.

2. If the Contractor fails to submit an acceptable CQC Plan with the time prescribed, construction shall not start unless an acceptable interim plan is submitted and approved. While the Contractor is operating an acceptable interim plan, the Town shall retain fund from progress payments until such time as the Contractor submits an acceptable final plan. If an acceptable final plan is not submitted within a reasonable time, and determined by the Town, the Town may order the Contractor to stop work until such time as an acceptable plan has been submitted and approved. Any such stop work order shall be considered a suspension of Work for an unreasonable period of time under SECTION 00 72 00 GENERAL CONDITIONS (Article 15) in the paragraph “SUSPENSION OF WORK” and the Contractor shall not be entitled to pay adjustments as a result of the stop work order.
3. Failure to comply with the above requirements within the time prescribed will be considered a condition endangering the performance of the Contract and may be considered grounds for termination of the Contract in accordance with paragraph “TERMINATION FOR DEFAULT”, Section 00 72 00 GENERAL CONDITIONS (Article 15, et. al.)

B. Preparatory and Initial Phase Checklists

1. For each definable feature of work (see 3.2.A.i), the Contractor shall submit the Preparatory and Initial Phase Checklists a minimum of fifteen (15) calendar days prior to the start of each Phase to the Town.

C. Registered Surveyor Qualifications

1. At least fifteen (15) days before construction commencement, the Contractor shall submit the name and credentials of the Florida Registered Professional Surveyor consultant and personnel who will be performing the surveying portions of the contract work for Town approval. The company and personnel shall show experience in this type of work. The submittal must provide the name and type of equipment used for the project. All work shall be overseen by a Florida Registered Professional Surveyor.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 GENERAL

- A. The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in accordance with these specifications. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The project superintendent will be held responsible for the quality of work on the job and is subject to removal

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

by the Town for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the individual with the responsibility for the overall management of the project including quality and production.

3.2 QUALITY CONTROL PLAN

A. Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization. The staff shall include a CQC System Manager who shall perform his duties in tandem with those of the Project Superintendent and with direct reporting responsibility to an officer of the prime Contractor and/or an individual not directly responsible for production. The Project Manager/Superintendent may have dual roles as CQC System Manager or Safety Officer. Additionally, a qualified Florida Registered Professional Surveyor or is required for all surveys;
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the Contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Town.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with SECTION 01 33 00 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities shall be approved by the Town.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

- i. A list of the definable features of work. A definable feature of work is a task that is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section. This list will be agreed upon during the Coordination Meeting.

B. Acceptance of CQC Plan

1. Acceptance of the Contractor's CQC plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. Town reserves the right to require the Contractor to make changes to his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

C. Failure to Submit Acceptable CQC Plan

1. If the Contractor fails to submit an acceptable CQC plan within the time prescribed, construction SHALL NOT start unless an acceptable interim plan is submitted. If an acceptable final plan is not submitted within a reasonable time, as determined by the Town, the Town may order the Contractor to stop work until such time as an acceptable plan has been submitted. Any such stop work order shall not be considered a suspension of work for an unreasonable period of time under Article 15 of the General Conditions and the Contractor shall not be entitled to pay adjustments as a result of the stop work order. Failure to comply with the above requirements within the time prescribed will be considered a condition endangering the performance of the Contract and may be considered grounds for termination of the Contract in accordance with paragraph "TERMINATION FOR DEFAULT" of SECTION 00 72 00 GENERAL CONDITIONS.

D. Notification of Changes

1. After acceptance of the CQC Plan, the Contractor shall notify the Town in writing a minimum of seven (7) calendar days prior to any proposed change. Proposed changes are subject to acceptance by the Town.

3.3 COORDINATION MEETING

- A. After award of the contract, but before physical work starts and before the acceptance by the Town of the CQC Plan, the Contractor shall meet with the Town or Authorized Representative and discuss the Contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with Owner's Quality Assurance. Minutes of the meeting shall be prepared by the Town and signed by the Contractor. The minutes shall become a part of the contract file. There may also be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

3.4 QUALITY CONTROL ORGANIZATION

A. General

1. The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Town. The organization shall designate a Safety Officer and a qualified Endangered Species Monitor who will serve as members of the CQC staff and designate a qualified surveyor for quantity measurement.

B. CQC System Manager

1. The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a dredging or construction person with a minimum of eight (8) years of experience in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager, containing a minimum of three (3) years of experience, shall be identified in the plan to serve in the event of the System Manager's absence.

C. CQC Personnel

1. A staff shall be maintained under the direction of the CQC System Manager to perform all CQC activities. The staff must be of sufficient size to ensure adequate CQC coverage of all work phases, work shifts, and work crews involved in the construction. These personnel may perform other duties but must be fully qualified by experience and technical training to perform their assigned CQC responsibilities and must be allowed sufficient time to carry out these responsibilities. The CQC plan will clearly state the duties and responsibilities of each staff member.

D. Florida Registered Professional Surveyor

1. A registered surveyor in the State of Florida shall perform all layouts of the work and quantity surveys required to carry out the project work. The Florida Registered Professional Surveyor shall certify all field notes, computations, and all other records relating to surveys or layouts of the work.
2. The surveyor must have appropriate equipment (i.e., heave, pitch, and roll compensator) to be able to work over water during inclement weather conditions.

E. Organizational Changes

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

1. The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Town for acceptance.

3.5 SUBMITTALS

- A. Submittals shall be made as specified in SECTION 01 33 00 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the Contract requirements.

3.6 CONTROL

- A. The Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

1. Preparatory Phase (see **APPENDIX I** for worksheet)

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the Project Drawings
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. Reviews of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for the feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Town.
- j. Review requirements under permits, environmental protection, and protection of environmental species.
- k. Discussion of the initial control phase (workmanship).
- l. The Town shall be notified at least 24 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC Systems

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

2. Initial Phase (see **APPENDIX I** for worksheet)

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of turbidity monitoring and survey controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish a level of workmanship and verify that it meets minimum acceptable workmanship standards and review allowable tolerances. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Town shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC Systems Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases; and
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3. Follow-up Phase

- a. Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

4. Additional Preparatory and Initial Phases

- a. Additional preparatory and initial phases shall be conducted on the same definable features of work if the quality of on-going work is unacceptable; there are changes in the applicable CQC staff, onsite production supervision or work crew; work on the definable feature is resumed after a substantial period of inactivity; when other problems develop.

3.7 TESTS

A. Testing Procedure

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

1. The Contractor will be required to sediment test every 100 CY of dredged material for PAHs and Heavy metals before removing from the DMMA site and results provided to the Town within 72 hours.

3.8 TESTING LABORATORIES

A. Capability Check

1. The Town reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques.

B. Capability Recheck

1. If the selected laboratory fails the capability check, the Contractor will be assessed a charge to reimburse the Town for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

C. Onsite Laboratory

1. The Town reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check Contractor's testing procedures, techniques, and test results at no additional cost to the Town.

D. Furnishing or Transportation of Samples for Testing

1. Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Town shall be delivered to Town-approved laboratory. Coordination for each specific test, exact delivery location, and dates will be made with the Town.

3.9 COMPLETION INSPECTION

A. Punch-Out Inspection

1. Near the completion of all work or any increment thereof, the CQC System Manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been correct. Once this is accomplished, the Contractor shall notify the Town that the facility is ready for "Pre-Final" inspection.

B. Pre-Final Inspection

1. The Town may perform a Pre-Final Inspection to verify that the Work is complete. The Contractor's CQC System Manager shall ensure that all items identified as needing

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

completion or corrections have been addressed before requesting a final inspection. Any items noted on the Pre-Final Inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

C. Final Acceptance Inspection

1. The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and Town's Representative shall be in attendance at this inspection. Additional Owner personnel may also be in attendance. The final acceptance inspection will be formally scheduled by the Town based upon results of the Pre-Final inspection. Notice shall be given to the Town at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of Contractor to have all contract work acceptably complete for this inspection will be cause for the Owner to bill the Contractor for the Owner's additional inspection cost in accordance with Paragraph 14.06 of the General Conditions. In addition to the Owner, other agencies may attend.

3.10 DOCUMENTATION

- A. The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:
 1. Contractor/subcontractor and their area of responsibility.
 2. Operating plan/equipment with ours worked, idle, or down for repair.
 3. Work performed each day, giving location, description, and by whom.
 4. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
 5. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
 6. Submittals reviewed, with contract reference, by whom, and action taken.
 7. Off-site surveillance activities, including actions taken.
 8. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
 9. Instructions give/received and conflicts in plans and/or specifications.
 10. Contractor's verification statement.
- B. These records shall indicate a description of trades working on the project; the number of personnel working' weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. One copy of these records in electronic report form (Adobe PDF format) shall be furnished to the Town daily within 24 hours after the date(s) covered by the report, except that reports need

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

not be submitted for days which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.11 NOTIFICATION OF NONCOMPLIANCE

- A. The Town will notify the contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Town may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

--End of Section--

SECTION 01 50 00

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

TEMPORARY FACILITIES AND CONTROLS

PART 1- GENERAL

1.14 SUMMARY

- A. In addition to temporary construction facilities, this section covers temporary utilities, vehicular access and parking, and project identification. The Contractor is solely responsible for locating, coordinating, and securing an appropriate staging area for the project.
- B. See SECTION 01 35 43 ENVIRONMENTAL PROTECTION for requirements including silt control, trailer placement, fueling restrictions, dust control, solid waste, and clean-up. Upon completion of project, clean-up and restore area in accordance with Article 16 of SECTION 00 72 00 GENERAL CONDITIONS.
1. Construction facilities include, but are not limited to, the following:
- a. Contractor's Offices
 - b. Information Bulletin Board
 - c. Material and Equipment Storage Area
 - d. Fueling Area
 - e. Secured Storage Area
 - f. Employee Parking Area
 - g. Debris Container (Dumpster)
 - h. Construction Signage to include Project Sign; Safety Sign; and Construction Warning Signs
2. Temporary utilities include, but are not limited to, the following:
- a. Water
 - b. Electric
 - c. Sewage
 - d. Communications
 - e. Lighting

1.2 REFERENCES

The publications listed below form a part of this specification to extent referenced. The publications are referred to in text by basic designation only. All publications are “Latest Edition” unless specified otherwise.

- | | | |
|----|---|---------------------------------|
| A. | <u>Institute of Electrical and Electronics Engineers (IEEE)</u> | |
| | IEEE C2 | National Electrical Safety Code |
| B. | <u>National Fire Protection Association (NFPA)</u> | |
| | NFPA 70 | National Electrical Code |
| C. | <u>U.S. Army Corps of Engineers (USACE)</u> | |
| | USACE EM 385-1-1 | Safety and Health Requirements |

1.15 SUBMITTALS

The following submittals shall be submitted in accordance with SECTION 01 33 00 SUBMITTAL PROCEDURES.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

A. Mobilization/Demobilization Plan

1. At least fifteen (15) calendar days prior to construction commencement, the Contractor shall submit a Mobilization/Demobilization Plan. This plan shall be submitted within 10 calendar days of Notice to Proceed. The Mobilization/Demobilization Plan shall include, but not be limited to, the following:

a. Mobilization Requirements:

- 1) Methods, equipment and materials
- 2) Connection of utilities
- 3) Placement of site facilities and temporary controls
- 4) Construction of facilities

b. Demobilization Requirements (methods, equipment, and materials required to clean-up and restore site at project conclusion):

- 1) Collect, recycle and dispose solid waste
- 2) Contract-generated material
- 3) Utility disconnection
- 4) Removal of Contractor facilities
- 5) Repair and restoration of site (i.e., fences, roads, or permanent facilities)

B. Security Plan

1. At least fifteen (15) calendar days prior to construction commencement, the Contractor shall prepare a Security Plan (to meet the minimum requirements specified in Paragraph 3.6 of this Specification and SECTION 35 20 23 DREDGING AND DREDGED MATERIAL PLACEMENT) for the Town describing site security as follows:

- a. Day and night security
- b. Weekend and holiday security
- c. General security duties

C. Hurricane and Severe Storm Plan

1. At least fifteen (15) calendar days prior to construction commencement, the Contractor shall prepare a Hurricane and Severe Storm Plan. This plan shall include but not be limited to the following:

- a. Types of storms anticipated (winter storm, hurricane, tornado);
- b. Time intervals before storms when action will be taken, and details of the actions taken;
- c. List of equipment to be used on the job and its ability to handle adverse weather;
- d. List of safe harbors and the distances from the work area to these harbors and the time required to move the equipment to these harbors. Copies of letters of approval for the use of these safe harbors (local authorities, U.S. Coast Guard, etc.) where applicable;
- e. Method of securing equipment in these safe harbors;

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

- f. List of equipment to be utilized to make this move to safe harbors;
- g. Method of securing equipment not moved
- h. Plan of evacuation to include interim measures, i.e., immediate reaction plans to be taken for all storm occurrences, particularly sudden/flash storms; and
- i. Operating procedures to be undertaken when critical dredge equipment fails during sudden and severe adverse weather conditions, to including breaking of spuds, swing wires, anchor wires, or other mooring equipment or facilities.

D. Temporary Facility Shop Drawings

- 1. At least fifteen (15) calendar days prior to construction commencement, the Contractor shall submit a general layout sketch of the Contractor's temporary site facilities shall include, but not be limited to, the following:
 - a. Traffic control plan
 - b. Parking areas
 - c. Material storage
 - d. Equipment lay down area
 - e. Fuel areas
 - f. Supplemental or other staging areas
 - g. Temporary well, water supply
 - h. Septic field or holding tanks, port-a-lets
 - i. Fences -- location and dimensions, entrance and exit points, and details of installation

E. Boat Operator's License

- 1. At least fifteen (15) calendar days prior to construction commencement, the Contractor shall furnish proof of a boat operator's license.

1.4 EXISTING UTILITIES

- A. The Contractor is responsible for furnishing all necessary utilities at the project site.

PART 2 - PRODUCTS

2.1 STORAGE CONTAINERS

- A. Welded steel construction, locking, shipping containers or equal.
- B. Fuel sled - ensure double containment for fuel tank, and electrically grounded and have fire extinguisher station.

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

- A. Identification of Employees

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

1. Contractor and Subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

B. Employee Parking

1. Park employee's vehicles in areas approved by the Town away from construction traffic, within reasonable distance of site. Maintain area free of ruts, mud holes, and puddles. Place gravel where required by deteriorated conditions.
2. Contractor should protect unattended equipment as it may be subject to vandalism.
3. Storage trailers and storage area with the Town's material should be locking type with lighting.

C. Onsite Information

1. Keep copy of Project Drawings, specifications, and other contract documents at Contractor's Office onsite, available for use at all times.

3.2 AVAILABILITY AND USE OF UTILITY SERVICES

- A.** Install temporary facilities and utilities in accordance with IEEE C2, NFPA 70, and USACE EM 385-1-1. Obtain necessary construction, building, zoning, or soil erosion and sediment control approvals required by local authorities, and utility companies. Equip trailer(s) with wind tie downs in accordance with local wind and building code requirements.

B. Lighting

1. Electric light, non-glare type luminaries to provide a minimum illumination, level of 30-foot candles at desk height level. Comply with temporary lighting, wiring and Ground Fault Circuit Interrupter (GFCI) requirements found in USACE EM 385-1-1.

C. Heating and Cooling

1. Adequate equipment to maintain internal ambient air temperature of 75 degrees F in 105 degrees F and 70 degrees F in 30 degrees F. Equip trailer(s) with smoke alarms. If bottled gas is used to heat, equip trailer(s) with carbon monoxide alarms.

D. Water

1. Non-potable well water may be used to flush toilets, dish and hand washing. Provide bulk potable water storage tanks or provide bottled water for drinking.

E. Fire Extinguisher

1. Refer to USACE EM 385-1-1. Non-toxic, dry chemical, fire extinguisher meeting Underwriters Laboratories, Inc., approval for Class A, Class B, and Class C fires with a minimum rating of 2A; 10B; and 10C.

F. Utility Lines

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

1. Install, connect, and modify temporary lines as coordinated with owning utility. Conform to requirements in accordance with IEEE C2 and NFPA 70 for Temporary Electric Lines. Remove temporary line at completion of project.

3.3 BULLETIN BOARD, PROJECT SIGN, AND PROJECT SAFETY SIGN

A. Bulletin Board

1. Immediately upon beginning of work, the Contractor shall provide a weatherproof glass covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, Wage Rate Information poster, project permits, and other information approved by the Owner. The bulletin board shall be located at the project site in a conspicuous place easily accessible to all employees, as approved by the Owner. Legible copies of the aforementioned data shall be displayed until work is completed. Upon completion of work the bulletin board shall be removed by and remain the property of the Contractor.

B. Safety Signs

1. The signs shall be erected within 15 days after receipt of the Notice to Proceed. The data required by the safety sign shall be corrected daily, with light colored metallic or nonmetallic numerals. Upon completion of the project, the signs shall be removed from the site.

3.4 PROTECTION AND MAINTENANCE OF TRAFFIC

- A.** During construction, the Contractor shall provide access and temporary roads, as necessary, to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic, on roads selected for hauling equipment and material to and from the site, shall interfere as little as possible with public. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

B. Barricades

1. The Contractor shall erect and maintain temporary barricades to limit public access to hazardous areas. Such barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

3.5 CONTRACTOR'S TEMPORARY FACILITIES

A. Waste Storage

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

1. Provide dumpsters or suitable debris containers. Prevent wind blown trash; cover as needed. Dispose of offsite when needed. Refer to SECTION 01 35 43 ENVIRONMENTAL PROTECTION.

B. Fuel Storage and Fueling Operations

1. Refer to SECTION 01 35 43 ENVIRONMENTAL PROTECTION. Provide light when fueling at night.

3.6 SECURITY PLAN

- A. Provide site security person at all times when there are no on-site activities. Maintain 24-hour security during weekends and holidays. Site security shall include, but not be limited to:
 1. Limit vehicular access to authorized vehicles and personnel only.
 2. Maintain a sign-in log documenting visitors, deliveries, and security incidents. Include date, name, address, company, time in and time out for each employee and visitor.
 3. Check fenced areas, equipment, trailers on a daily basis. If damage is observed or vandalism is found report to the Town.
 4. No visitors will be allowed on site without knowledge of Contractor and permission of the Town. Direct visitors to report upon arrival to Contractor's Field Office for site safety and accident prevention briefing. Provide visitors appropriate protective equipment (i.e., earplugs, safety glasses, etc.).
- B. The Contractor shall refer to SECTION 35 20 23 DREDGING AND DREDGED MATERIAL PLACEMENT for additional security requirements.

3.7 CONTRACTOR-FURNISHED BOAT AND MARINE RADIOS FOR OWNER PERSONNEL

- A. The Contractor shall furnish crew boat transportation as needed. The boat shall be properly outfitted to meet all safety requirements of the U.S. Coast Guard. The Contractor shall also provide an operator who possesses an appropriate U.S. Coast Guard operator's license for carrying passengers on board. The Contractor shall furnish proof of the operators' license within 10 calendar days after receipt of Notice to Proceed.

3.8 PLANT COMMUNICATION

- A. Whenever the Contractor has the individual elements of its plant so located that operation by normal voice between these elements is not satisfactory, the Contractor shall install a satisfactory means of communication, such as telephone or other suitable devices. The devices shall be made available for use by the Town's personnel.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

3.9 CLEANUP

- A. Construction debris, waste materials, packaging material, and the like shall be removed from the work site daily. Any dirt or mud that is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities that are salvageable shall be stored within the fenced area described above or at the supplemental storage area. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored. Refer to SECTION 01 35 43 ENVIRONMENTAL PROTECTION for solid waste and post construction clean-up.

3.10 RESTORATION OF STAGING AND STORAGE AREA

- A. Upon completion of the project and after removal of trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including topsoil and seeding as necessary.

-End of Section-

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

SECTION 01 78 00
PROJECT CLOSEOUT

PART 1- GENERAL

- A. This section includes administrative and procedural requirements for contract closeout including, but not limited, the following:
1. Preliminary and inspection substantial completion procedures
 2. Preliminary and re-inspection closeout completion procedures
 3. Record Document submittal
 4. Inspection procedure
 5. Final cleaning and site restoration of the dredged material management area
- B. Closeout requirements for specific construction activities are included in the appropriate sections of this specification.

1.2 SUBMITTALS

The following submittals shall be submitted in accordance with SECTION 01 33 00 SUBMITTAL PROCEDURES:

- A. Record Drawings
1. Submit one (1) full-size hard copy and one (1) electronic copy of the Record Drawings for Town approval at least two (2) calendar days prior to requesting inspection for Substantial Completion.
- B. As-Built Drawings
1. Submit five (5) full-size hard copy sets of signed and sealed As-Built Drawings.
 2. Submit two (2) CDs containing the electronic AutoCAD drawing files (compatible with AutoCAD 2013 [or higher]) and a PDF printout of the As-Built Drawings that includes a Florida Registered Professional Surveyor seal on each page. All survey data shall be referenced to the horizontal projection North American Datum of 1983 (NAD83), Florida East, feet, and the vertical datum in Mean Lower Low Water (MLLW).
 3. Draft As-Built Drawings of the dredged area shall be submitted at least two (2) calendar days prior to requesting inspection for Substantial Completion.
 4. Final As-Built Drawings shall be submitted no later than fifteen (15) calendar days post project completion for the dredged area and no later than ninety (90) calendar days for the dredged material management area.
- C. Request for Inspection
1. The Contractor shall notify the Town in writing five (5) calendar days prior to substantial completion and the final acceptance inspection. The Town will then set up an appropriate time for the inspection(s).

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

1.3 PROJECT RECORD DOCUMENTS

A. Record Drawings:

1. Throughout the project maintain at least one clean, undamaged set of Project Drawings for submittal as Record Drawings for Town review. Mark the set to show the actual Work varies substantially from the Work as originally shown. Do not use record documents for construction purposes. Where Shop Drawings are used, record a cross reference at the corresponding location on the Record Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
2. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
 - a. Mark new information that is important to the Town but was not shown on the Project Drawings or Shop Drawings.
 - b. Note related Change-Order numbers where applicable.
 - c. Organize record drawing sheets into manageable sets. Bind sets with durable paper cover sheets; print suitable titles, dates and other identification on the cover of each set.
3. The Town will make electronic copies available to the Contractor for Record Drawing purposes whatever versions of the bid plans exist. The Contractor must obtain the concurrence of the Town as to form and content of record information provided in electronic format prior to proceeding, but in general, information similar to that shown below needs to be similarly provided.
 - a. Record information weekly concurrently with construction progress.
 - b. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work. Mark each document "PROJECT RECORD" in neat, large, printed letters.
 - c. Mark new information that is important to the District but was not shown on Project Drawings or Shop Drawings.
 - d. Note related change-order numbers where applicable.
 - e. Organize record drawing sheets into manageable sets. Bind sets with durable paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
 - f. Include the following:
 - 1) Dates of areas dredged
 - 2) Depths of dredging per day or section.
 - 3) Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements (vertical and horizontal location of buried or encased piping, raceways, cables, etc.).
 - 4) Where Submittals (like shop drawings) are used for mark-up, record a cross-reference at corresponding location on Drawings.
 - 5) Field changes of dimension and detail.
 - 6) Changes made by Change Order or other Modifications.
 - 7) Details not on original Project Drawings.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

- 8) Record drawings shall include a plot of the actual excavation cross-sections plotted at the same station as and on top of the design cross-sections.

B. As-Built Drawings:

1. The Contractor shall complete and submit an As-Built Survey of the dredged area and dredged material management area in accord with requirements listed in SECTION 35 20 23 DREDGING AND DREDGED MATERIAL MANAGEMENT. Approval and acceptance of final As-Built Drawings shall be accomplished before final payment is made to the Contractor.
2. The Contractor will rely on the Project Drawings as the basis for the As-Built Drawing set. The Town will provide electronic copies of the Project Drawings in AutoCAD at or before the Preconstruction Meeting.
3. As-built survey drawings shall be in AutoCAD 2013 or later format. Survey data shall be in the same horizontal coordinate system and vertical datum used in the project drawings.
4. Each sheet of the As-Built Drawing set shall be clearly marked "As-Built Drawings" and shall be signed and sealed by a Florida Registered Professional Surveyor.
5. The Surveyor shall sign the cover sheet of the marked-up drawings in the following manner: "I CERTIFY THAT THESE CORRECTED DRAWINGS INDICATE CONSTRUCTION AS ACTUALLY PERFORMED AND ARE AN ACCURATE REPRESENTATION OF THE SPECIFIED WORK. THESE CORRECTED DRAWINGS ARE APPROVED FOR PREPARATION OF AS-BUILT DRAWINGS."
6. For unit price bid items determined by survey, the As-Built Survey Drawing set shall show a table with the final construction quantities of each unit price item (by Acceptance Section) using the same unit as indicated on the Bid Schedule.
7. The Town reserves the right to reject any drawing files it deems incompatible with the Town's AutoCAD system. Paper prints, drawing files and storage media submitted will become the property of the Town upon final approval. Failure to submit final As-Built Drawing files and marked prints as specified shall be cause for withholding any payment due the Contractor under this contract.

1.4 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for SECTION 00 65 19 CERTIFICATION OF SUBSTANTIAL COMPLETION, complete the following (list exceptions in the request):
1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, the Contractor shall demonstrate 100 percent completion for the portion of the Work claimed as substantially complete.
 - a. Include supporting documentation required for completion as indicated in these Specifications and a statement showing an accounting of changes to the Contract Sum.
 - b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

2. Submit specific warranties, maintenance agreements, final certifications, and similar documents.
3. Obtain and submit releases enabling the Town unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
4. Submit preliminary Post-Dredging survey drawings and electronic files, damage or settlement surveys, property surveys, and similar final record information as indicated.
5. Complete final cleanup requirements.

B. Inspection Procedures

1. On receipt of a written request for inspection from the Contractor, the Town will either proceed with inspection within three (3) days or advise the Contractor of unfilled requirements. The Engineer will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
2. The Town will repeat inspection when requested and assured that the Work is substantially complete.
3. Results of the completed inspection will form the basis of requirements for final acceptance.

1.5 FINAL ACCEPTANCE

A. Preliminary Procedures: When requesting final inspection, include exceptions in the request. Before requesting final inspection of the Work for certification of final acceptance and final payment, complete the following:

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit a certified copy of the Town's final inspection list of items to be completed or corrected, endorsed and dated by the Town. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Town.
4. Submit Consent of Surety to final payment.
5. Submit a final liquidated damages settlement statement.
6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Re-inspection Procedure: The Town will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Town.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

1. Upon completion of re-inspection, the Town will prepare a certificate of final acceptance. If the Work is incomplete, the Town will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, re-inspection will be repeated.

PART 2 – PRODUCTS

2.1 AUTOCAD DESIGN FILES

- A. The Contractor will be furnished AutoCAD design files. The Contractor shall use the electronic design files provided by the Town to prepare changes and additions to the electronic As-Built Drawings.

PART 3 - EXECUTION

3.1 FINAL SITE CLEANING

- A. Execute periodic (once a day minimum) cleaning to keep the work, the site, and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from Construction work.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris, and rubbish from the site periodically and dispose of at legal disposal areas away from the site.
- D. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
- E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Town's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.
- F. Where extra materials of value remain after completion of associated Work, they become the Town's property. Dispose of these materials as directed by the Town.
- G. Prior to final completion, or Town occupancy, Contractor shall conduct an inspection of the site, and all work areas, to verify that the entire work area is clean.
 1. Upon completion of dewatering and final offloading, all applicable access roads, pipeline access, and parkway amenities shall be returned to its preconstruction condition.
 2. After the Contractor completes the final site cleaning, the Town and Contractor shall arrange a meeting with the Town to inspect the site conditions.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

- H. The Town will not recommend final payment and release of retainage until the Contractor has completed the site restoration as described in this section.

-- End of Section --

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

SECTION 35 20 23
DREDGING AND DREDGED MATERIAL PLACEMENT

PART 1- GENERAL

1.1 SUMMARY

- A. The Work covered by this section consists of furnishing all labor, materials, equipment, supplies and material, surveying, and performing all operations necessary to mechanically dredge the canal project limits (as indicated in the Project Drawings, **APPENDIX A**), transfer all excavated material to the offsite disposal area, and dispose of in-channel debris. In-channel debris shall be separated, hauled out of the canals, and properly disposed of in an approved landfill. All watercraft associated with the execution of the permitted project shall only operate within waters of sufficient depth so as to preclude bottom scouring, prop dredging, grounding, and damage to the submerged bottom or submerged resources (a minimum eighteen-inches clearance must be maintained at all times). Temporary and permanent impacts to surrounding wetland and submerged natural resource areas are not authorized.
1. The base project (RFP 22-07-01) generally entails dredging approximately 1,100 CY of material from 1.44 acres of three (3) canals in the Town of Lauderdale by-the-Sea to a depth of -5 feet Mean Low Water, (MLW). In accordance with permit conditions, material shall be dredged via the use of a mechanical or hydraulic dredge to remove all material (inclusive of all in-channel debris) from the dredge template. Dredged material shall be offloaded at an approved offsite location.
- B. Throughout all phases of the project, the Contractor shall remain responsible for ensuring that all work complies with the requirements specified in the regulatory permits (**APPENDIX B** and **APPENDIX C**). Failure to meet the environmental requirements of the aforementioned permits or of these Specifications may result in work stoppages or termination for default. The Contractor shall make no part of the time lost due to any such work stoppages the subject of claims for extensions of time or for excess costs or damages. If Contractor fails or refuses to promptly repair any damage caused by violation of the provisions of these permits and/or Specifications, the Town may have the necessary work performed and charge the cost thereof to the Contractor.

1.2 REFERENCES

- A. American Society of Mechanical Engineers (ASME)
- | | |
|---------------|---|
| ASME B18.2.2 | Nuts for General Applications: Machine Screw Nuts, Hex, Square, Hex Flange, and Coupling Nuts (Inch Series) |
| ASME B18.2.6 | Fasteners for Use in Structural Applications |
| ASME B18.21.1 | Washers: Helical Spring-Lock, Tooth Lock, and Plain Washers (Inch Series) |
| ASTM A307 | Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength |
- B. American Society of Testing Materials (ASTM)
- | | |
|-----------|--|
| ASTM A153 | Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware |
| ASTM A307 | Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength |

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort.
ASTM D1140	Standard Test Methods for Amount of Material in Soils Finer than the No. 200 (75-um) Sieve
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D2216	Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
ASTM D2487	Standard Practice for Classification of Soils for Engineering Purposes.

C. American Wood Preservers' Association (AWPA)

AWPA U1	User Specification for Treated Wood
AWPA M4	Standard for the Care of Preservative-Treated Wood Products

1.3 SUBMITTALS

The following shall be submitted in accordance with SECTION 01 33 00 SUBMITTAL PROCEDURES:

A. Notice to Mariners

1. Prior to the commencement of work on this Contract, the Contractor shall notify the Commander, Seventh Coast Guard District in Miami, Florida of his intended operations to dredge and request that it be published in the Local Notice to Mariners. This notification must be given in sufficient time so that it appears in the Notice to Mariners at least two weeks prior to the commencement of this dredging operation. A copy of the notification shall be provided to the Town.

B. Notification of Discovery of Historical Resources

1. Contractor shall immediately notify Town if any shipwreck, artifact, or other objects of antiquity that have scientific or historical value, or are of interest to the public, are discovered, located, and/or recovered. Contractor acknowledges that the site(s), articles, or other materials are the property of the State of Florida, with title vested in the Department of State, Division of Historical Resources.

C. Notice of Misplaced Material

1. Contractor shall immediately notify the U.S. Coast Guard Marine Safety Office and the Town of any misplaced material (e.g., dredge pipe, cable, etc.).

D. Notification of Aids Relocation

1. Unless expressly stated in the Project Drawings, the Contractor shall not remove, change the location of, obstruct, willfully damage, make fast to, or interfere with any aid to navigation without written consent from the U.S. Coast Guard. Within seven (7) calendar days following receipt of the Notice to Proceed, the Contractor shall notify the Commander, Seventh Coast Guard District in Miami, Florida of his plan to dredge adjacent to any aids which require relocation to facilitate dredging. This notification shall be immediately followed by formal written request with a copy to the Town. The Contractor shall contact the U.S. Coast Guard for information concerning the position to which these aids will be relocated.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

E. Dredge Plan

1. At least fifteen (15) calendar days before the scheduled pre-construction conference, the Contractor shall submit to Town for approval, a dredge plan that provides for a comprehensive summary of proposed project methodology (equipment, material transport, daily dredging productivity), operational controls (quality control, minimization of marine and upland traffic delays, permit compliance), security, and turbidity management/monitoring procedures to be implemented. The plan shall also include a specific discussion on staging areas, work sequencing, and minimization of impacts to recreational users of the waterways.

F. Maintenance of Marine Traffic Plan

1. The Contractor shall develop and submit a Maintenance of Marine Traffic Plan to the Town for approval within fifteen (15) calendar days before the scheduled pre-construction conference. The plan — addressing traffic within the Intracoastal Waterway and canals —must clearly demonstrate, via narrative and illustrative documentation, how the Contractor will avoid disruption of ongoing traffic to the maximum extent possible.
2. During active dredging, the plan shall also include a daily email correspondence to local mariners that provides via narrative and illustrative documentation, at a minimum, the planned location of the dredge, local landmarks for ease of reference, and hours of operation.
3. In order to form a complete plan and ensure ongoing dredging and offloading operations, the Contractor shall coordinate, at a minimum with the U.S. Coast Guard, Bar Pilots, local marinas, and marine industry groups.

G. DMMA Facility Operation Plan

1. Within fifteen (15) days of the Notice to Proceed, the Contractor shall submit plans to the Town for approval of the DMMA Facility Operation Plan. The Plan shall include a detailed narrative for transporting and placing the material at the offsite location. Primary plan components include both the Site Plan and Placement Operations Plan:

a. Site Plan

- 1) Proposed location and dimensions of any on-site facilities (storage area, field office, sanitation, etc.)
- 2) On-site turbidity control measures
- 3) Avenues of ingress/egress
- 4) The Contractor shall also indicate if the use of a supplemental or other staging area will be used.

b. Placement Operations Plan

- 1) The Contractor shall describe the procedure and equipment that will be used by the Contractor to manage the DMMA.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

- 2) The Placement Operations Plan shall include, at a minimum, the proposed commencement and completion date relevant to the Town's Notice to Proceed, hours of operation, material unloading and handling equipment, anticipated production rates, maintenance and operation of inflow pipe, effluent monitoring, discharge monitoring and reporting, equipment and vehicles to be used on site, key personnel names and telephone numbers, pipeline route, fuel spill plan, and other pertinent procedures relating to material unloading, transportation and placement of the dredged material required under this Contract.
- 3) The Placement Operations Plan shall also include, but shall not be limited to, the following items:
 - i. A scaled drawing and description of the inflow pipeline design and layout. The description shall include details including: pipe material, size and thickness; location of all proposed inflow pipe end points; pipeline valves and wyes; inflow pipe end point conditions, including use of spreaders, distance off the dike and pontoons or other equipment used.
 - ii. Listing of all equipment to be mobilized on site and a description of the intended use. Equipment shall include but shall not be limited to: all pumps and pump details, spill cleanup equipment, monitoring equipment, and material excavation/trenching equipment. The Contractor shall be responsible for designing any necessary pumping system and sizing any pumps.
 - iii. Procedure for inspection and maintenance of inflow pipeline to prevent leaks and spills. The Contractor shall inspect the full length of the inflow pipe a minimum of two (2) times per day.
 - iv. Procedure for communication between the dredge and DMMA.
 - v. Health, Safety, and Security measures that will be implemented by the Contractor at the work site and along the pipeline locations to ensure safety and security for onsite personnel and to keep the public free and clear from work site and pipeline.
 - vi. Location and description of any ramps, trenches or road crossing areas to be constructed by the Contractor along the pipeline on the DMMA.
 - vii. Operating procedures to control discharge water and water quality including sampling and monitoring procedure and equipment.
 - viii. Detailed plan of the operation and procedures that will be used to monitor the Contractor's operations at the disposal area and ensure compliance with the facility permits requirements.

Note, the Contractor has access to the on-site weir boards for use during the project construction. The Contractor shall inspect both the quality and quantity on on-site weir boards for use during construction. The Contractor is responsible for verification and acquisition of needed weir boards necessary to operate the on-site weir structure.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

H. Daily Dredging Report of Operations

1. For each 24-hour period of dredging operations, the Contractor shall prepare and submit to Town one (1) copy of the Daily Report of Operations. A sample daily report form is provided in **APPENDIX I**. These reports shall be submitted to Town in Adobe PDF format by 5:00 pm on the day following the 24-hour period covered by the report. Upon completion of the job, Contractor shall summarize the daily reports in a consolidated job report and submit this report to the Town.
2. DMMA Seepage Control and Observation
 - a. The Contractor shall daily monitor the embankment for signs of increased seepage flow, development of pipes/boils, slope depressions, sloughs, etc. Any development of these conditions shall be immediately reported to the Town and pumping operations shall cease until said conditions can be observed and evaluated.
 - b. The daily report observations at the DMMA shall be noted on the Daily Report of Operations aforementioned and in additional detail, as necessary, in the DMMA Placement Daily Operations Report.

I. Daily Offsite Placement Report of Operations

- a. The Contractor shall also generate and maintain a Daily Operations Report to record the placement operations at the offsite location. The reports shall be generated for the entire duration of the placement and dewatering operations conducted by the Contractor. The forms to record the information shall be developed by the Contractor and submitted the Town for approval ten (10) days prior to the intended start of dredging. The information contained in the daily operations report shall include, at a minimum, the following:
 - 1) A drawing showing the location of each material discharge point within the disposal site.
 - 2) Date, starting and ending times of deposition of dredged material from each discharge point.
 - 3) Daily average pond elevation in the basin
 - 4) Daily meteorological data including precipitation, sky conditions, winds (direction and miles per hour) and temperature.
 - 5) Date, starting and ending times, quantity and duration of effluent water discharged through the weir, number of weir boards in place, ponding and freeboards depths
 - 6) Daily narrative describing Contractor's operations including water control and discharge operations, any maintenance or material handling/grading activities performed, and site condition including any signs of dike erosion or other condition requiring remediation.
 - 7) Daily tally of persons on site including Contractor personnel. Forms shall be filled out completely and legibly each day by the Site Superintendent using black ink, including signatures. The original, completed Forms shall be submitted to the Town by 5:00 pm on the day following the 24-hour period covered by the report.

J. Waterfront Marine Structures Photo-Documentation

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

1. Pre-Construction: At least fifteen (15) days prior to the commencement of dredging activities, the Contractor shall submit photo-documentation of all waterfront structures within fifty (50) ft from the channel bottom (See **APPENDIX A** - Yellow zones indicate areas with structures located within 50-ft of limits of dredging) along the entire project length. The Contractor shall supply a narrative and accompanying photographs that detail the specific condition of the structure(s) and denote any structural deficiency's that are cross-referenced and appropriately labeled, via location and owner name, in the survey via location and owner name, in the survey.
2. Post-Construction: Within fifteen (15) days after the completion of each acceptance section (A/S) and in the equivalent areas of the Pre-Construction Waterfront Marine photo documentation area, the Contractor shall supply a narrative and accompanying photographs that detail the specific condition of the structure(s) and denote any structural deficiency's (as strictly compared to the pre-construction condition) that are cross-referenced and appropriately labeled, via location and owner name, in the survey.

K. Pre-Construction Bathymetric Survey

1. At least fifteen (15) days prior to the commencement of dredging activities, the Town shall perform a pre-construction bathymetric survey of the project dredge area. Note that all dredging surveys used to determine pay quantities shall be conducted by an Engineer approved bathymetric surveyor licensed in the State of Florida. The Town and Contractor must review and approve the pre-dredge survey and quantities prior to any dredging activity.

L. Pre-Construction Utility Survey

1. It is the Contractor's sole responsibility to investigate the location of all utility crossings, via an independent and comprehensive pre-construction utility survey and submit to the Town for approval, at least fifteen (15) calendar days prior to any dredging operations. The Contractor shall take precautions against damages which might result from his operations in the vicinity of the utility crossings. **The Contractor assumes all liability for submerged and buried utility facilities. If any utility damage occurs as a result of its operations, the Contractor shall suspend dredging in the area of the damaged utility until the damage is repaired and resumption of the dredging is approved by the Town. The Town shall not be responsible for the cost of such damage and repairs regardless of cause – including but not limited to any costs associated with interruption of utility services and delay damages.**

M. Post-Construction Bathymetric Survey

1. At project completion of all Acceptance Sections, the Town and Contractor shall meet and approve the signed and sealed survey and quantities of the entire project within fifteen (15) calendar days of the completion of dredging activities. At a minimum, the project certification survey must include the pre-construction bathymetric survey, permitted dredging template, construction template, and post-dredge bathymetric survey (combining each of the acceptance sections). The payment quantities, within the permitted template and broken down by required depth and allowable overdepth, shall be shown on the front cover (summarizing each Acceptance Section) and be sealed by a Florida licensed surveyor as part of the submittal.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

1.3 DEFINITIONS

- A. Limits of Dredging: The area in which the dredge is free to excavate material. All vessels and construction equipment, tools, and dredging activities shall be setback a minimum of 10 feet from all structures within the main channel. Anchoring, spudding of vessels, storage, stockpiling or access of equipment on, in, over or through submerged aquatic vegetation is strictly prohibited.
- B. Required Depth: The material actually removed from the designated areas to be dredged, to a depth of not more than the "Project Depth" as shown on the drawings, will be estimated and paid for in accordance with the provisions contained in SECTION 01 29 00 MEASUREMENT AND PAYMENT.
- C. Allowable Overdepth: To cover the inaccuracies of the dredging process, material actually removed from the designated areas to a depth below the required depth of not more than the allowable overdepth shown on the drawings, will be measured and paid for in accordance with the provisions contained in in SECTION 01 29 00 MEASUREMENT AND PAYMENT.
- D. Side Slopes: Although dredging of side slope material may be necessary to provide the required project channel dimensions (depth and width), the side slopes shown on the drawings are provided for payment purposes only. Side slopes may be formed by box cutting, step cutting, or dredging along the side slope. Material actually removed, confined by the "Limits of Dredging", to provide for final side slopes not flatter than that shown on the Project Drawings, but not in excess of the amount originally lying above the limiting side slope, will be measured and paid for in accordance with SECTION 01 29 00 MEASUREMENT AND PAYMENT.

1.4 PUMPING OF BILGES

- A. Contractors are warned that pumping oil or bilge water containing oil into navigable waters, or into areas which would permit the oil to flow into such waters, is prohibited by Section 13 of the River and Harbor Act of 1899, approved March 3, 1899 (30 Stat. 1152; 33 U.S.C. 407). Violation of this prohibition is subject to the penalties under the referenced acts.

1.5 UTILITY CROSSINGS

- A. The Contractor shall be responsible for investigating the locations and depths of all utility crossings. Contractor will take precautions against damages which might result from his operations, especially the sinking of dredge spuds and/or anchors into the channel bottom, in the vicinity of underwater utility crossings. If any damage occurs because of his operations, Contractor will be required to suspend dredging until the damage is repaired and approved by the Town. Costs for such repairs and for the downtime of the dredge and attendant equipment shall be at Contractor's expense.

1.6 SIGNAL LIGHTS

- A. The Contractor shall display signal lights and conduct operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in

Canal Dredging Project

Lauderdale-By-The-Sea RFP No. 22-07-01

Part II –General Information

submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as set forth in the U.S. Coast Guard August 2014 Navigation Rules and Regulations Handbook, or 33 CFR 80 through 33 CFR 82 (International) and 33 CFR 83 through 33 CFR 90 (Inland) as applicable.

PART 2 – PRODUCTS

PART 3 - EXECUTION

3.1 GENERAL

- A. Contractor shall dredge within the Limits of Dredging as necessary to complete the Work as defined in the Project Drawings and Specifications and transport the dredged material to the designated placement area. Contractor shall not dredge outside the Limits of Dredging.
- B. Work Hours
 - 1. Refer to Section 01 11 00 SUMMARY OF WORK, **APPENDIX B** and **APPENDIX C** for Work Hour restrictions.
- C. Access to Work Sites
 - 1. Contractor shall be responsible for providing and maintaining access necessary for his equipment to and from the Work sites.
- D. Weather
 - 1. The project area is subject to windy and rainy weather, including severe electrical storms and other sudden and locally severe meteorological occurrences that approach hurricane conditions, during any time of the year. Contractor shall maintain full-time monitoring of the NOAA marine weather broadcasts and avail themselves of such other local commercial weather forecasting services as may be available. It shall be Contractor's responsibility to obtain information concerning rain, wind, and wave conditions that could influence his dredging and disposal operations.
- E. Noise Control
 - 1. Contractor shall ensure that all possible measures are employed to reduce the amount of noise produced by his operations. Contractor shall conduct his operations to comply with all federal, state and local laws pertaining to noise. Additionally, Contractor shall inform all crewmembers of the need to maintain a professional manner while on the job sites, in radio communications, and in dealing with the public and Lauderdale By The Sea employees. Construction is authorized weekdays between the hours of 8:00 a.m. and 5:30 p.m. Work may be performed on Saturdays if approved by the Town Manager during the hours stated above Work is prohibited on Sundays. Work is prohibited on Holidays, including New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

2. All hauling and excavating equipment including dredges, dredge/barges, booster pumps, tugs and other support vessels, dozers, loaders, etc. used on this Work shall be equipped with satisfactory mufflers and/or other noise abatement devices.
3. Contractor shall consider the proximity of the dredge operations to residential areas, especially during early evening and early morning hours. Such consideration should include but not be limited to—reducing deck noise, reducing throttle, holding the use of horn and whistle signals to a minimum, and restraining the use of P.A. loudspeaker systems.

F. Light Control

1. Contractor shall ensure that all work lights (as opposed to safety lighting) are shielded to prevent them from shining on residential areas.

G. Damage to Property

1. Any damages to private or public property (inclusive of utilities) resulting from Contractor's operations shall be repaired and paid for by Contractor.

3.2 NOTIFICATION OF COAST GUARD

A. Navigation Aids

1. Navigation aids located within or near the areas required to be dredged will be removed, if necessary, by the U.S. Coast Guard in advance of dredging operations. The Contractor shall not remove, change the location of, obstruct, willfully damage, make fast to, or interfere with any aid of navigation.

B. Dredging Aids

1. The Contractor shall obtain approval from the U.S. Coast Guard for all buoys, dredging aid markers to be placed in the water, and dredging aid markers affixed with a light prior to the installation. Dredging aid markers and lights shall not be colored or placed in a manner that they will obstruct or be confused with navigation aids.

3.3 WATERBORNE OPERATIONS

- A. All areas to be dredged shall be in accordance with the attached Project Drawings and shall not exceed the specific areas and depths indicated on those drawings. The Contractor is NOT authorized to dredge outside of the area depicted. Material excavated shall be transported to and deposited in the DMMA designated on the Project Drawings. No wetlands or submerged aquatic vegetation outside the project area is to be disturbed as a result of this project construction. Failure to comply with this condition and all other permit conditions may result in enforcement action. All regulatory enforcement actions, stemming from the project construction, are the strict responsibility of the Contractor. **Failure to comply with this condition and all other permit conditions may result in enforcement action. All regulatory enforcement actions, stemming from the project construction, are the strict responsibility of the Contractor.**

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

B. Bridge-To-Bridge Communication

1. In order that radio communication may be made with passing vessels, all dredges engaged in Work under this Contract shall be equipped with bridge-to-bridge radio telephone equipment. The radio equipment shall operate on a single channel very high frequency (VHF), FM, on a frequency of 156.55 MC per second with low power output having a communication range of approximately ten (10) miles. The frequency has been approved by the Federal Communication Commission (FCC). Channels #13 and #16 must be monitored at all times.

C. Right-of-Way Limits

1. Contractor shall conduct his operations to minimize interference with the movement of vessels in the adjacent waters not being actively dredged. However, the Contractor will be permitted to exclude the public from the work areas including in the immediate vicinity of active dredging or material placement operations. Enforcement shall be Contractor's responsibility at no additional cost to Town. When appropriate, the enforcement shall be coordinated with local law enforcement agencies and will be subject to approval of Town.

D. Access

1. The Contractor shall be responsible for providing and maintaining access necessary for his equipment and plant to and from the work site and the DMMA site. The Contractor shall ascertain the environmental conditions which can affect the access such as climate, winds, currents, waves, depths, shoaling, and scouring tendencies.

E. Protection of Existing Waterways

1. The Contractor shall conduct his operations in such a manner that material or other debris are not pushed outside of dredging limits or otherwise deposited in existing side channels, basins, docking areas, or other areas being utilized by vessels. The Contractor will be required to change his method of operations as may be required to comply with the above requirements. Should any bottom material or other debris be pushed into areas described above, as a result of the Contractor's operations, the same must be promptly removed by and at the expense of the Contractor to the satisfaction of the Town.

2. Obstruction to Navigable Waterways

- a. Contractor shall promptly recover and remove any material, plant, machinery, or appliance Contractor loses dumps, throws overboard, sinks, or misplaces, and which, in the opinion of Town, may be dangerous to or obstruct navigation. If required by Town, Contractor will mark or buoy such obstructions; Town may have the obstructions removed by a separate Contract and deduct the cost from any monies due or becoming due to Contractor or recover the cost under Contractor's bond. Contractor's Liability for the removal of a vessel, wrecked or sunk without fault of negligence is limited to that provided in sections 15, 19, and 29 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 409 et seq.).

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

3. Solid Waste Disposal

- a. Contractor may encounter solid waste (tires, cans, bottles, fibrous plant material, boards and other debris) within the dredging template that cannot be dredged and transported to the DMMA site. Contractor shall be responsible for the appropriate disposal of such material.

F. Adjacent Property and Structures

1. No dredging will be permitted within ten (10) feet of any structure. Any damage to private or public property or structures resulting from the disposal or dredging operations shall be repaired promptly by the Contractor at his expense. Any damage to structures as a result of Contractor's negligence will result in suspension of dredging and require prompt repair at the Contractor's expense as a prerequisite to the resumption of dredging.

G. Barge and Equipment Anchoring

1. If Contractor's operations require anchoring of barges or other equipment within the work areas, Contractor shall be responsible for assuring that the anchoring technique does not impact or interfere with navigation or damage public or private property. If pilings are used for anchorage, the pilings shall be well marked and removed in their entirety upon completion of Contractor's operation. Contractor shall, at his own expense, repair any damages to private or public property resulting from Contractor's operations. Anchoring or spudding of vessels and barges within wetland or submerged natural resource areas, including the identified Important Manatee Area and Warm Water Aggregation Area, is prohibited.

H. Subaqueous Cable Crossings

1. The Contractor shall be responsible for verifying the locations and depths of all utility crossings and take precautions against damages which might result from his operations, especially the sinking of dredge spuds and/or anchors into the channel bottom, in the vicinity of utility crossings. **The Contractor assumes all liability for submerged and buried utility facilities. If any utility damage occurs as a result of its operations, the Contractor shall suspend dredging in the area of the damaged utility until the damage is repaired and resumption of the dredging is approved by the Town. The Town shall not be responsible for the cost of such damage and repairs regardless of cause – including but not limited to any costs associated with interruption of utility services and delay damages.**

I. Noise Control

1. Contractor shall ensure that all possible measures are employed to reduce the amount of noise produced by his operations. Contractor shall conduct his operations to comply with all federal, state and local laws pertaining to noise. Additionally, Contractor shall inform all crewmembers of the need to maintain a professional manner while on the job sites, in radio communications, and in dealing with other team members involved in the project.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

2. All hauling and excavating equipment including dredges, dredge/barges, booster pumps, tugs and other support vessels, dozers, loaders, etc. used on this Work shall be equipped with satisfactory mufflers and/or other noise abatement devices.
3. Contractor shall consider the proximity of the dredge operations to residential areas, especially during evening, night, and early morning hours. Such consideration should include but not be limited to — reducing deck noise, reducing throttle, holding the use of horn and whistle signals to a minimum, and restraining the use of P.A. loudspeaker systems.

J. Light Control

1. The Contractor shall ensure that all work lights (as opposed to safety lighting) are shielded to prevent them from shining on residential property.

3.4 TRANSPORT OF DREDGED MATERIALS

- A. All excavated material shall be transported to the DMMA site. If any material is deposited other than in places designated or approved, Contractor may be required to remove such misplaced material and redeposit it where directed at his expense. To the greatest extent possible, Contractor shall configure his activities (inclusive of pipelines) to allow continuous boat access to navigable waters. Contractor shall restrict access to these areas only as required to ensure public safety.

3.5 PLACEMENT OF DREDGED MATERIALS

- A. The Contractor shall supply all labor, equipment, plant, supplies and material to place the dredged material only in the DMMA as shown on the Project Drawings. All dewatering must be contained within the DMMA site.

3.6 ROAD REPAIR

- A. Before the commencement of dredging operations, remove the vegetation from the road and recompact the disturbed material to the lines and grades adjoining the eroded area. Contractor is responsible for documenting residential roads to be used for disposal management and restoring all roads to preconstruction condition and meet existing roadway profiles.

3.7 DREDGED MATERIAL DISCHARGE AND PLACEMENT OPERATIONS

- A. The excavated dredged material shall be placed in the DMMA as shown on the Project Drawings. This Contract and all Bids shall be based on placing excavated material in the designated DMMA and hauling offsite.
- B. The Contractor is responsible for advancing or relocating the inflow endpoints as required to prevent the settled material from accumulating to an elevation that blocks inflow, diverts flow towards the dikes causing erosion/scour, or exceeding permit requirements. The inflow endpoints may require relocation due to their effects on effluent quality or other special circumstances as determined by the Town. Relocation of inflow endpoints shall be achieved by the Contractor within forty-eight (48) hours notification from the Town.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

- C. The Contractor shall be responsible for managing the placement and dewatering of the dredged material and for scheduling the delivery and hauling offsite of the dredged material to accommodate all the material designated on the Project Drawings for disposal at the site.
- D. The Contractor shall provide qualified personnel to monitor and control inflow of dredged material at all times that offloading is occurring. The person(s) monitoring and controlling inflow shall have a phone, radio, or other direct communication contact with the dredge or other plant that is supplying material to the containment cell. The inflow installation shall be capable of immediate shutdown to avoid exceeding freeboard requirements within the cell or as needed to satisfy water quality criteria for effluent discharge.
- E. Interruptions to Placement: The Contractor may be required to stop placement in order to permit the fill to settle and/or allow the water quality to improve to meet permit and regulatory requirements. Inflow operations may be required to stop if discharge limits cannot be met. There shall be no compensation to the Contractor for interruptions to placement operations.

3.8 EFFLUENT DISCHARGE AND WATER CONTROL OPERATIONS

- A. The Contractor shall supply all labor, equipment, plant, supplies and material to manage and discharge the effluent from the DMMA. During placement operations, the Contractor shall establish and maintain a basin in the cell to control retention of effluent to allow settling of Total Suspended Solids (TSS) until water quality reaches a level that would enable discharge consistent with regulatory requirement (and in accordance with SECTION 01 35 43 ENVIRONMENTAL PROTECTION) prescribed for discharges from the DMMA. The Contractor shall be responsible for the operation and maintenance of the water control structure to maintain an appropriately sized basin in the containment cell. The maximum basin water depth in the DMMA shall be maintained at an elevation suitable for proper material settling while preventing material re-suspension and dike erosion/scour due to wind-wave activity, not to exceed three (3) feet above the mudline. The Contractor shall discharge the effluent through the DMMA weir structure.
- B. During the term of this Contract, the Contractor is required to manage the cell water to protect the physical integrity of the site, to direct flow and settlement of dredged material to maintain a positive grade toward the weir without excessive mounding, and to discharge cell water as quickly as possible following placement operations to facilitate dewatering and consolidation of the placement material.
- C. During dredged material placement operations and during the immediate period of time following placement during which the drawdown of the DMMA is to be performed, the Contractor shall provide adequate staff to operate, inspect and monitor the discharge operations from the facility. No discharge from the facility can occur unless the Contractor is present on location, operating and monitoring the discharge.
- D. Following the completion of dredging of the final project segment and final approval of the dredging operations, the Contractor shall completely draw down and discharge the settling basin water level in the DMMA, at which point the Town shall assume control of further dewatering operations.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

3.9 SURVEYS

A. Pre-Dredge Bathymetric Survey

1. Terraquatic Surveying and Mapping., completed an April 2020 examination survey of the project area entitled *Bathymetric Survey*. The contours shown on the Project Drawings represent the bathymetric conditions existing at the time of the survey.
2. At the time of construction, actual conditions at the project sites may vary significantly. Since the Contractor will be paid for quantity of material removed from the project area, the Town shall perform a new pre-construction bathymetric survey of the project area. When approved by the Town, this survey will be used as the pre-dredge survey for payment quantity calculations. Refer to SECTION 01 78 00 PROJECT CLOSEOUT.

B. Post-Dredge Bathymetric Survey

1. Within 7 days of the completion of construction activities within an acceptance section, the Town shall perform the post-construction bathymetric survey (by equivalent methods and density to the pre-construction bathymetric survey). Upon submittal to the Town, the surveys shall be reviewed for accuracy, completeness, and to calculate payment quantities relative to the pre-dredge survey or progress payment surveys. At the project completion and for final project certification, the Contractor shall submit three copies of a signed and sealed survey of the entire project. Refer to SECTION 01 78 00 PROJECT CLOSEOUT.

3.10 FINAL EXAMINATION AND ACCEPTANCE

A. Final Examination of Dredging Work

1. As soon as practicable as and no later than one (1) week after receipt of the postconstruction bathymetric surveys, the Town will review the surveys and/or examine the Work sites. Methods of examination, at no expense to the Town, may include but are not limited to review of survey data and additional survey soundings or sweeping. Should any lumps or other lack of depth be disclosed by this examination, the Contractor will be required to remove by dredging. Contractor or his authorized representative will be notified when the examination is to be made and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted.
2. The Town will conduct a post construction independent survey. Any discrepancies between the Contractor and Towns surveys will be in favor of the Town.
3. Should more than two examinations by Town over an area be necessary by reason of work for the removal of lack of depth disclosed at a prior examination, the cost of such third and any subsequent soundings or sweeping operations will be charged against Contractor at the rate of \$5,000 per day for each day in which the examination survey crew is engaged in sounding and/or is en route to or from the site or held at or near the site for such operation.

Canal Dredging Project
Lauderdale-By-The-Sea RFP No. 22-07-01
Part II –General Information

B. Final Acceptance

1. Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

3.11 FINAL CLEANUP

- A. Final cleanup shall include the removal of all Contractor's plant, equipment, and materials for either disposal or reuse. All such disposal shall be in a manner and at locations approved by the Town. Contractor shall not be permitted to abandon equipment or materials in any area within or adjacent to the project sites, including the dredging area and the DMMA.

-End of Section-

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

***THIS FORM MUST BE SUBMITTED WITH PROPOSAL
TO BE DEEMED RESPONSIVE.***

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number, fax number and e-mail addresses:
5. Number of employees:
6. Name of employees to be assigned to this Project:
7. Company identification numbers for the Internal Revenue Service:
8. Provide Broward County business tax receipt number, if applicable, and expiration date:
9. How many years has your organization been in business? Does your organization have a specialty?
10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and contact information and cost of work completed.
11. Have you ever failed to complete any work awarded to you? If so, where and why?
12. Provide a narrative plan for execution of dredging and disposal of dredged material.

13. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Contract Term

(Continue list as necessary)

14. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form B

Proposer: _____

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

**THIS FORM MUST BE SUBMITTED WITH PROPOSAL
TO BE DEEMED RESPONSIVE.**

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

- Name of Contact:

Title of Contact: Email:

Telephone Number: Fax Number:

Project:
- Name of Contact:

Title of Contact: Email:

Telephone Number: Fax Number:

Project:
- Name of Contact:

Title of Contact: Email:

Telephone Number: Fax Number:

Project:
- Name of Contact:

Title of Contact: Email:

Telephone Number: Fax Number:

Project:

RFP Form C

Proposer: _____

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

***THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL
TO BE DEEMED RESPONSIVE.***

Name of Proposer: _____

Name of authorized representative of Proposer: _____

Project Cost

Deliverables	Fee
1. Dredge cost /cy	\$

Instructions: Show the project cost for each deliverable your firm shall provide per the requested scope of work. Include the fees associated with each proposed deliverable.

Fees should be detailed to the extent possible per deliverable, with estimated out-of-pocket expenses separate from the proposed fees for professional services.

The Total Monthly Fee (Project Cost) SHALL include all fees and reimbursements for out-of-pocket costs. The Town shall not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof shall be required.

The Total Monthly Fee shall include the cost of:

1. Performing all of the Work required by this RFP on a monthly basis; and
2. Meetings with Town staff or attending Commission meetings upon request throughout the life of the contract (no additional cost to the Town).

Payments shall be made on each deliverable upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services, such as the removal of debris from the shore line.

Please provide the hourly rate for staff positions and equipment that the contactor has available. The rates for the additional work shall not be used for evaluation of the services required in this RFP.

Additional Work	
<u>Title:</u>	<u>Hourly Rate</u>
Add rows as necessary	

Due to weather conditions, the Town may need additional services on days that they are not scheduled. Please provide the cost for the following services on non-schedule service days. The costs for additional work shall not be used for evaluation of the services required in this RFP.

Area	Dredging
Canal A	\$
Canal B	\$
Silvershores Waterway	

By: _____

Date: _____

Name: _____

Title: _____

RFP FORM D

Proposer:_____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal shall remain firm for a period of 90 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I shall be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, nor to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By:

Signature

Print Name and Title

Mailing Address

**TOWN OF LAUDERDALE-BY-THE-SEA
CANAL DREDGING PROJECT**

August 30, 2022



REQUEST FOR PROPOSAL

22-07-01

Ahtna
Marine & Construction Co.

**2125 E. Atlantic Blvd.
Pompano Beach, FL. 33062
(954) 568-0007
Anthony Cavo**



TABLE OF CONTENTS

Description.....	Page Number
Letter of Transmittal.....	1
Organization Profile and Qualifications.....	2
Sunbiz Division of Corporation.....	3
8(a) Letter.....	5
Articles of Organization.....	7
RFP Form A.....	9
Ahtna Employee Resumes.....	12
RFP Form B.....	37
RFP Form C.....	38
RFP Form D.....	40
Copy of General Contractor's License.....	42
Bid Bond.....	43



August 30, 2022

Attention: Katrina Adler
Town of Lauderdale-By-The-Sea Canal Dredging Project
4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308
(954) 640-4201
townclerk@lbts-fl.gov

Subject: Transmittal Letter

Ahtna Marine & Construction Company (Ahtna) is pleased to present our capabilities, qualifications, and understanding the requirements outlined in the RFP referenced above. Ahtna's experience is directly relevant to the Town's Canal Dredging Project.

The project generally consists of dredging approximately 1,100 cubic yards of silty material from 1.44 acres within three (3) canals within Lauderdale-By-The-Sea to a depth of -5 feet MLW. In accordance with the permit conditions, material shall be dredged via the use of a mechanical dredge to remove all material (including debris). At least fifteen days prior to the commencement of dredging activities, a pre-construction bathymetric survey shall be conducted by an Engineer approved bathymetric surveyor licensed in the State of Florida. It is Ahtna's sole responsibility to investigate the location of all utility crossings, via an independent and comprehensive pre-construction utility survey. The survey results shall be submitted to the Town for approval at least fifteen (15) calendar days prior to any dredging operations. Dredge material shall be offloaded at 1900 Waters Edge, Lauderdale-By-The-Sea, Florida 33062. Included in our Bid Package is a letter granting Ahtna permission to use a parcel of land at the address referenced above as an offload site throughout the duration of the project. Dredge material shall be tested every 100 cubic yards for PAHs and heavy metals before removing the material from the DMMA site. Results will be provided to the Town within 72 hours. Once testing results are provided to the Town, the final disposal site will be determined. Dredge material will be hauled off-site, and the parcel of land will be restored back to pre-construction conditions or better.

Ahtna Marine & Construction Company fully understands the scope of work requested in this RFP. Ahtna has years of experience in the dredging industry, completing multiple projects for the USACE, FIND, Jupiter Inlet District, Taylor Engineering, and St. Lucie County amongst others. Ahtna looks forward to the opportunity to complete this project safely and successfully for the Town of Lauderdale-By-The-Sea.

Sincerely,

Anthony Cavo
(954) 568-0007
2125 E. Atlantic Blvd, Pompano Beach, Florida, 33062
General Manager
Ahtna Marine & Construction Company

2125 E. Atlantic Blvd. ■ Pompano Beach, Florida 33062 ■ T. 954.568.0007 ■ F. 954.943.8550

www.ahtnamarine.com



Organization Profile and Qualifications

Anthony Cavo: General Manager, Assistant Supervisor (Resume Attached)

Jimmy Forrler: Supervisor (Resume Attached)

Jennifer Bistyga: Project Manager (Resume Attached)

Joseph Campese: Dredge Supervisor (Resume Attached)

Primary individuals listed above will be responsible for supervising the work. Jimmy Forrler (Site Supervisor) will be on-site throughout the duration of the project (100% responsible supervisor) and will be the primary contact for the Canal Dredging Project for the Town of Lauderdale-By-The-Sea.

Ahtna
Marine & Construction Co.



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

Detail by Entity Name

Foreign Limited Liability Company
AHTNA MARINE & CONSTRUCTION COMPANY, LLC

Filing Information

Document Number M19000007325
FE/EIN Number N/A
Date Filed 07/30/2019
State AK
Status ACTIVE

Principal Address

3200 El Camino Real
 Suite 240
 Irvine, CA 92602

Changed: 04/19/2022

Mailing Address

3200 El Camino Real
 Suite 240
 Irvine, CA 92602

Changed: 03/17/2020

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
 1201 HAYS STREET
 TALLAHASSEE, FL 32301

Authorized Person(s) Detail

Name & Address

Title MEMBER

AHTNA NETIYE', LLC
 110 W 38TH AVE. STE:100B
 ANCHORAGE, AK 99503

Annual Reports

Report Year	Filed Date
2020	03/17/2020

2021	04/06/2021
2022	04/19/2022

Document Images

04/19/2022 – ANNUAL REPORT	View image in PDF format
04/06/2021 – ANNUAL REPORT	View image in PDF format
03/19/2020 – AMENDED ANNUAL REPORT	View image in PDF format
03/17/2020 – ANNUAL REPORT	View image in PDF format
07/30/2019 – Foreign Limited	View image in PDF format

U.S. Department of State, Principal Corporations



December 17, 2020

Craig O'Rourke, President
Ahtna Marine & Construction Company, LLC
2125 East Atlantic Boulevard, Suite A
Pompano Beach, Florida 33062

Dear Mr. O'Rourke,

Congratulations! Your firm has been certified as a Participant in the U.S. Small Business Administration's (SBA) 8(a) Business Development Program. Your nine (9) year program term begins on the date of this letter.

During participation in the 8(a) BD Program, you will receive business development assistance from an assigned Business Opportunity Specialist in the Alaska District Office located at 420 L Street, Suite 300, Anchorage, Alaska 99501. The phone number is (907)271-4022. We are sending a copy of this certification letter to the SBA Alaska District Office. That office will contact you to schedule an orientation session. This could take up to 4-6 weeks. In the meantime, there are steps you should take to start your participation in the program.

Next Steps:

- **Read and Sign the Participation Agreement:** SBA requires the 8(a) participant's highest ranking officer, the individual upon whom eligibility is based, sign the Participation Agreement showing he or she understands the conditions of 8(a) BD program participation. Please find the Agreement attached with this letter. Please read the Agreement carefully, sign and date it, and make a copy for your records. Return one copy to your local SBA District Office at the address shown in the second paragraph above.
- **Complete Training:** SBA has training courses that will benefit 8(a) Participants. You will learn the different strategies and tactics to win contracts and grow your business, and how to effectively use the 8(a) certification to position your company for sole-source awards and teaming. For firms in the first 12 months of program participation, five training courses will be offered. The training courses are: 1: How to do Business with the Federal Government, 2: Bids and Proposals, 3: FAR and CFR Overview, 4: Market Research in Federal Procurement, and 5: Capabilities: Statement and Briefings. This training is offered via interactive webinars and can be coordinated through your respective District Office Business Opportunity Specialist.

- **Develop Your Business Plan:** We encourage you to start developing your business plan. Current 8(a) BD program regulations require a firm, once certified, to promptly submit a business plan which must be approved by the SBA before the firm is eligible to receive 8(a) benefits; including 8(a) contracts. Once approved, the business plan will be reviewed annually and may be modified as needed. We offer an optional format for business plans. To consider the optional 8(a) Business Plan Form 1010C, please go to: <https://www.sba.gov/sites/default/files/SBA%201010C.pdf>.
- **Develop Your Strategy for Winning Contracts in Year 1:** Though your firm's approved North American Industry Classification System (NAICS) Code is 237990 (Dredging and Surface Cleanup Activities), your firm may be awarded contracts under other NAICS Codes, as long as your firm is determined to be responsible to perform the required service or task. In this regard, please note that contracts awarded under the 8(a) Business Development Program authority generally result from the self-marketing efforts of participating firms. You must build relationships with potential federal customers, pursue federal prime contractors for subcontracts, and aggressively pursue prime contract opportunities to grow your business. Successful 8(a) firms regularly respond to competitive small business contracting opportunities posted on www.FBO.gov. Establish a goal and vision for winning at least two (2) competitive contracts during your first year.
- **Utilize Resources:** There are valuable FREE resources available to you right now that offer expertise in all areas of business operation including reviewing your business plan and strategy. Two resources that you can utilize today are:
- **SBA Resource Partners:** I encourage you to locate your nearest Resource Partner. Please go to: <https://www.sba.gov/tools/local-assistance>. This link will provide access to upcoming small business events and the webpage for your District SBA Office, also.
- **7(j) Management and Technical Assistance:** While your firm's acceptance into the 8(a) Business Development program is not a guarantee for contracts, the SBA will make every effort to assist you in implementing your business plan and strategy. Your success in the program is dependent upon the extent to which you take advantage of SBA's efforts to support you. One of the agency's major tools for your success is the 7(j) Management and Technical Assistance Services Program.

I am excited about your future, and welcome you as an 8(a) Business Development Program Participant. Wishing you much success!

Sincerely,
 Dr. Donna L. Peebles,
 Associate Administrator
 Office of Business Development



THE STATE

of

ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: Corporations.Alaska.gov

FOR DIVISION USE ONLY

Articles of Organization

Domestic Limited Liability Company

Web-1/15/2019 9:46:55 AM

1 - Entity Name

Legal Name: Ahtna Marine Construction Company, LLC

2 - Purpose

Any lawful purpose

3 - NAICS Code

237110 - WATER AND SEWER LINE AND RELATED STRUCTURES

4 - Registered Agent

Name: Corporation Service Company

Mailing Address: 9360 Glacier Hwy Ste 202, Juneau, AK 99801

Physical Address: 9360 Glacier Hwy Ste 202, Juneau, AK 99801

5 - Entity Addresses

Mailing Address: 110 W 38th Ave Ste 200N, Anchorage, AK 99503

Physical Address: 3100 Beacon Blvd, West Sacramento, CA 95691

6 - Management

The limited liability company is managed by its members.

7 - Officials

Name	Address	% Owned	Titles
Ahtna Netiye', LLC			Organizer

Name of person completing this online application

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Susan Tyree, Paralegal

RFP FORM A

Proposer: Ahtna Marine & Construction Company, LLC

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is: **Ahtna Marine & Construction Company LLC**
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation). **Corporation**
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: **Craig O'Rourke – President, Matt Tisher - CFO**
2. Please describe your company in detail. **Ahtna is an Alaskan Native Corporation and is an SBA 8(a) Certified Small Business. Ahtna specializes in dredging projects throughout the Southeast region of the United States.**
3. The address of the principal place of business is: **2125 E. Atlantic Blvd. Pompano Beach, Florida, 33062**
4. Company telephone number, fax number and e-mail addresses: T: (954) 568-0007, F: (954) 943-8550, E: mgonzalez1@ahtna.net, acavo@ahtna.net, tkleintop@ahtna.net, jbistyga@ahtna.net
5. Number of employees: 42
6. Name of employees to be assigned to this Project: **James Forrler, Joseph Campese, Jennifer Bistyga, Anthony Cavo**
7. Company identification numbers for the Internal Revenue Service: **301163758**
8. Provide Broward County business tax receipt number, if applicable, and expiration date: **180306713 / September 30, 2023**
9. How many years has your organization been in business? Does your organization have a specialty? **Ahtna has been in business for over three years. Ahtna specializes in mechanical and hydraulic dredging.**
10. List the last three projects of this nature that the firm has completed? Please provide

project description, reference and contact information and cost of work completed.

Loxahatchee River Central Embayment Main Channel Maintenance Dredging Project

Description: The project consists of dredging approximately 15,000 cubic yards of sediment from the Main Channel within the Loxahatchee River and placing material in Jupiter Inlet District's DMMA. Project also includes the maintenance of the DMMA, loading and hauling subcontractor trucks, turbidity monitoring, and maintenance of traffic.

Reference: Joe Chaison – (561) 797-2003 – jchaison@jupiterinletdistrict.org

Cost: \$369,463.00

Fort Pierce Inlet Sediment Impoundment Basin Phase 1 Maintenance Dredging Project

Description: The project consists of mechanically dredging approximately 65,000 cubic yards of predominantly medium grained sand (with silt, rock, and shell) to clear a sediment impoundment basin inside of the Fort Pierce Inlet. All dredge material was placed offshore. The basin covers an area of approximately 800 linear feet by 200 linear feet with a deep cut bottom.

Reference: Kenneth R. Craig, P.E. – (904) 731-7040 – kcraig@taylorengineering.com

Cost: \$4,365,712.00

2021 Vilano Boat Ramp & Channel Dredge – St. Johns County

Description: The project consists of mechanical dredging of 5,700 cubic yards of material from the turning basin and access channel at the Vilano Boat Ramp. Material was loaded onto a barge and stockpiled on-site where Ahtna crew created a DMMA. The dredge material was tested, loaded, and hauled to landfill by subcontractor trucks.

Reference: Phyllis Thorpe – (904) 669-0787 – pthorpe@sjcfl.us

Cost: \$577,847.63

11. Have you ever failed to complete any work awarded to you? If so, where and why? **No**
12. Provide a narrative plan for execution of dredging and disposal of dredged material. Ahtna shall mechanically excavate approximately 100 cubic yards per shift. Material will be transported via barge to 1900 Waters Edge, Lauderdale-By-The-Sea, Florida and stockpiled on parcel of land. Ahtna will create DMMA at the address referenced above. Once the dredge template has been dredged to a depth of -5 feet MLW, Ahtna subcontractor will test dredge material in 100 cubic yard samples. The test results shall be turned around to the Town within 72 hours. Once final disposal site is determined, Ahtna will load subcontractor trucks and material will be hauled off. Ahtna will restore the parcel of land to pre-construction conditions or better. Turbidity monitoring shall be conducted 4 hours apart. Measures will be taken to control erosion at the DMMA site. Silt fence and Jersey Barrier will be erected. It is Ahtna's main priority to conduct this project in a safely, and in a timely manner to make this project a worry-free project for the Town of Lauderdale-By-The-Sea.

13. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Contract Term
Las Olas Marina Renovation	Suntex Marinas	\$6,898,000.00	July 22 nd , 2022 – July 1 st , 2023

(Continue list as necessary)

14. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
Integra Environmental	14491 SW 24 th Street, Davie, FL, 33325	Material / Soil Testing
True Haul	255 NE 3 rd Drive, Homestead, FL 33030	Hauling
Terraquatic Surveying and Mapping	6836 Bayshore Drive, Lantana, FL, 33462	Bathymetric Surveying
P2 Environmental Services	502 S Fremont Ave Unit 322	Marine Animal Observing

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.



ANTHONY CAVO

PROFESSIONAL EXPERIENCE

Ahtna Marine & Construction | Pompano Beach, Florida

2019 – Present

General Manager

- Involved in all aspects of project management, operations management, corporate safety and organization.
- Involved in estimating and marketing.
- Contributed to major dredging projects of channels, lakes oxbows, and waterways, in addition to, land development and roadway projects.
- Organization of all projects, site safety, quality control
- Responsible for all project scheduling and organization

Cavache Inc. | Pompano Beach, Florida

2003 – Present

President/Vice President/Director

- Involved in all aspects of project management, operations management, corporate safety and organization.
- Involved in estimating and marketing.
- Contributed to major dredging projects of channels, lakes oxbows, and waterways, in addition to, land development and roadway projects.
- Organization of all projects, site safety, quality control
- Responsible for all project scheduling and organization

Ryan Sale and Services, Inc. | Deerfield Beach, Florida

1997 – 2003

General Superintendent

- Assisted with estimating, organizing and management of all projects.
- Managed over 100 employees and foreman.
- Contributed to construction of major land development projects, DOT roadways and installation of utilities as well as land fill closures, channel and waterway construction and maintenance, and all dredging projects.
- Organization of all projects and site safety.



ANTHONY CAVO

Southport Dredging, Inc. | Pompano Beach, Florida

1988 – 1997

Mechanic/Operator/Surveyor

- Began as operator, mechanic and survey assistant with increasing level of responsibility to become foreman and ending as project superintendent.
- Responsible for overseeing all aspects of each project that included dredging, excavating and grading.
- Additional responsibilities: Field assessment and future projects.

PROJECTS

MAINTENANCE DREDGING, 12 and 11-FOOT PROJECT FT MYERS BEACH HARBOR LEE COUNTY, FLORIDA

- Dredging of 151,252 cubic yards of material from Ft. Myers Beach Harbor and placed in the nearshore area located approximately a quarter of a mile east of from Ft. Myers Pier.

MAINTENANCE DREDGING 10 AND 12-FOOT PROJECT NAPLES TO BIG MARCO PASS

- Dredging of 81,000 cubic yards of beach compatible fill from the Inlet Pass Channel and pumped to just south of the Keewaydin north jetty onto the south Beach.

SIMS CREEK MAINTENANCE DREDGING - 2020

- Dredging 1,450 cubic yards of material from the dredging area and transporting it directly via a pipeline to the upland dredged material management
-

Dredged Material Management M-8 DMMA - 2019

- Construction of an earthen dike, stabilized perimeter road, site clearing and grubbing, fabrication, and installation of three steel box weirs and accompanying aluminum access walkway structure; installation of various piping and culverts, landscaping, and other associated work.



ANTHONY CAVO

Maintenance Dredging Intracoastal Waterway 1065 A1A, Jupiter FL

- Hydraulic Dredge section and pump spoil to an onsite stockpile area within a designated area within 850 foot of the dredge areas.

Maintenance Dredging Intracoastal Waterway 1116 Love street, Jupiter FL

- Hydraulic dredging method into a disposal box and stockpiled for hauled to 961 north A1A or 761 North A1A or as directed by engineer and/or owner. Dredge spoil shall be pumped to an onsite designated stockpiled area within 850foot of the dredge section.

Manatee Harbor, Maintenance Dredging, 40-Foot Project, Entrance Channel, Turning

- Dredging 121,000 cubic yards of material from the Manatee Harbor Entrance Channel and Turning Basin

ICWW Jacksonville to Miami, Florida, Maintenance Dredging Palm Beach and Broward Counties, Florida

- Dredging 10,492 CY from the Intracoastal Waterway (IWW) channel in two locations, approximately 16 Miles apart.

2019 Hideaway Beach Erosion Control Project Marco Island, Collier County, FL

- Dredge 52,354 CY Sandy sediments from Nearshore Borrow Area

Ponce De Leon Inlet & AIWW Maintenance Dredging Volusia County, Florida

- Dredging 420,638 CY of compatible fill from the IWW Channel to placement area south of the inlet

Clam Pass Dredging Project Collier Country, Florida

- Dredging 8,500 cubic yards (CY) of beach compatible fill from Clam Pass Entrance and Portion of the Channel.

**Jupiter Inlet Sand Trap Maintenance Dredging and Beach Nourishment
2018**

- Dredging 50,000 cubic yards (CY) of beach compatible fill from Jupiter Inlet Sand Trap to the Beach South of Jupiter Inlet.



ANTHONY CAVO

ICWW Bakers Haulover Inlet Maintenance Dredging Dade Country, Florida

- Dredging 38,000 cubic yards (CY) of beach compatible fill from the IWW Channel in the Vicinity of Bakers Haulover Inlet, Cuts DA-9 to 10 feet required Depth with a 2 feet allowable over depth.

ICWW St. Lucie Reach 1 Maintenance Dredging Fort Pierce, St Lucie County, Florida

- Consisted of dredging 66,000 cubic yards of beach compatible fill from the ICWW to Beach Disposal Area
-

Jupiter Inlet Sand Trap & ICWW Maintenance Dredging 2017

- Consisted of dredging 164,931 cubic yards of material from the ICWW to Beach Disposal Area

Rybovich Marina Basin Maintenance

- Consisted of dredging 105,000 cubic yards of material from the Berth 14 to Berth 17

Jupiter Inlet Sand Trap Maintenance Dredging and Beach Nourishment 2016

- Consisted of dredging 61,699 cubic yards of material from the Jupiter Inlet

Intracoastal Waterway Deeping in the Vicinity of Port of Palm Beach, Palm Beach County, Florida

- Consisted of dredging 103,528 cubic yards of material from the ICWW to designated Peanut Island DMMA

Indian River ICWW Maintenance Dredging, USACE; Sebastian, Indian River County, Florida

- Consisted of dredging 302,740 cubic yards of material from the ICWW to designated DMMA

Manatee Harbor, Maintenance Dredging, 40-ft .Project Entrance Channel, Turning Basin and Berthing Areas USACE, Manatee County, Florida

- Consisted of dredging 229,176 cubic yards of sand and shell from Port Manatee to designated Contained Disposal Facility (CDF)



ANTHONY CAVO

Loxahatchee River South Channel Extension and Sims Creek, Jupiter Inlet District, Jupiter, Palm Beach County, Florida

- Consisted of dredging 3,800 cubic yards of material from the Loxahatchee River to designated DMMA

Emergency Beach Fill on Longboat Key using Longboat Pass Sand Trap, West Coast Inland Navigation District (WCIND), Longboat Key, Manatee County, Florida

- Consisted of dredging 229,176 cubic yards from two Sand Trap locations over 7,500 LF of pumping distance

Jupiter Inlet Sand Trap Maintenance Dredging and Beach Nourishment, Jupiter, Palm Beach County, Florida

- Consisted of dredging 32,284 cubic yards of sand from the Jupiter Inlet to Jupiter Beach
- 4,200 LF Pumping

Intracoastal Waterway Maintenance Dredging in vicinity of Ponce De Leon Inlet, New Smyrna Beach, Volusia County, Florida

- Dredging of 257,755 CY of sand from the Intracoastal Waterway to the designated MSA disposal area 23,555 of channel dredged

South Marco Beach Sand Re-nourishment, Marco Island, Collier County, Florida

- Dredging project dollar value is approximately Dredging of Caxambas Pass Inlet and placement of approximately 77,000 CY of beach compatible fill along 2,700 LF of beach fill template and 5,800 LF of pumping distance

Hideaway Beach Erosion Control – Phase II, Collier County, Florida

- Consisted of dredging and placement of approximately 65,000 cubic yards of sand from designated borrow area as beach nourishment on North Beach and Central/Royal Marco Point Beach. 5,300 LF of Pumping Distance

C-44 Reservoir, Intake Canal, USACE, Indiantown, Florida

- Consisted of dredging 100,000 cubic yards pumping up to 16,500 LF with 2 booster pumps and a 10" Swinging Ladder Cutterhead Dredge



ANTHONY CAVO

Ponce De Leon Inlet Project, Florida Inland Navigation District (FIND), New Smyrna Beach, Florida

- Consisted of dredging 260,000 cubic yards pumping up to 16,500 LF with 2 booster pumps and a 16" Ellicott 1170 dredge

Hideaway Beach Erosion Control Project, City of Marco Island, Florida

- Consisted of dredging 25,000 cubic yards from a borrow site just off shore to restore the beach using a 16" Ellicott 1170 dredge

Marco Island Beach Re-nourishment Project, Collier County, Florida

- Consisted of dredging up to 92,000 cubic yards of sand from a borrow site within the channel onto the beach with a 16" Ellicott 1170 dredge

C-37 Kissimmee River Restoration

- Consisted of dredging 800,000 cubic yards at 19,400 LF with 4 booster pumps and a 16" Ellicott 1170 dredge

13B Kissimmee River Restoration

- Dredged 178,000 CY of materials and pumping to fill channel cut with a 14" dredge

Lake Trafford Critical Restoration

- Consisted of dredging 2,000,000 CY of materials from 1,300 Acres of open water and pumping 11,000 ft with one booster pump with a 16" dredge

Bathtub Beach Restoration, Martin County

- Dredged 55,000 cubic yards of sand for beach nourishment

MPC5-Miramar, Florida

- Dredged 150,000 CY of sand and rock to make mitigation and land embankments

Monterra – Davie, Florida

- Dredged 110,000 cubic yards of sand for landfill embankment with a 12" dredge

Maple Ridge – West Palm Beach, Florida

- Dredged 250,000 cubic yards of sand for landfill embankment with a 16" dredge



ANTHONY CAVO

MPC2 – Miramar, Florida

- Dredged 180,000 cubic yards of sand/stone material for landfill embankment with a 16” dredge

Oak Ridge – West Palm Beach, Florida

- Dredged 320,000 cubic yards of sand for landfill embankment with a 16” dredge

Addison Preserve – West Palm Beach, Florida

- Dredged 300,000 cubic yards of sand material for landfill embankment with a 16” dredge
- Duties: Operator, Dredge Captain

Aberdyne Proving Ground Maryland

- Dredged 2 million cubic yards of sand with a 18” dredge for submarine fast facility

EDUCATION AND CERTIFICATION

- 2 Year Degree
- Augusta State University
- Transport of Solid Using Centrifugal Pumps Certified
- GIW Maintenance of Centrifugal Pump Course
- OSHA 30 and MSHA Certified
- CPR / First aid
- Texas A&M dredging short course
- CQM-C course
- Listed Species Awareness Training
- Level 1 Rigging
- USCG ABS, About Boater Safety Certification
- STCW95, Standards of Training, Certification & Watchkeeping, Basic Safety Training Certification (Marine Safety)
- Personal Safety & Social Responsibility MARTPT 359
- Basic Fire Fighting MARTPT-53
- Personal Survival Techniques Course MARTPT-363
- First Aid & CPR MARTPT-197
- Marine Security Awareness MARTPT-561
- Training of High Density Polyethylene Pipe Per ASTM2620-12
- Confined Space Training

Ahtna

Marine & Construction Co.

ANTHONY CAVO

- Basic Hazard Training
- Fall Hazard Training
- Merchant Mariner Credentials
- Upgrade Master 100 Tons 200 Tons
- Apprentice Mate (Steersman) Upgrade
- Radar Observer Unlimited
- Proper Handling & Usage of Portable Fire Extinguishers
- Primavera P6 Professional Advanced Rel 803
- Qualified Storm water Management Inspector
- OSHA Safety and Health Programs for General Industry Course
- OSHA Personal Protective Equipment Course
- OSHA Welding and Cutting for Construction Course
- OSHA Recording keeping Course
- OSHA Confined Space Entry for General Industry Course
- OSHA Bloodborne Pathogens Course

JAMES FORRLER
SUPERINTENDENT

PROFESSIONAL EXPERIENCE

Ahtna Marine and Contruction

2019 Present

Superintendent

- Responsible for site operations and daily reporting.
- Responsible for dredge tender and support equipment operations
- Responsible for day to day to activities.
- Responsible for Safety and Project Organization
- Works with PM to complete project goals and tasks

Cavache, Inc. |

2018-2019

Superintendent/ Safety Officer / Turbidity Monitoring

- Responsible for all crew safety
- Performed tailgate safety meetings
- Responsible for dredge tender and support equipment operations
- Duties include operating boats, bulldozers, excavators, pipeline, fusing pipeline and surveying
- Responsible for day to day to activities
- Turbidity Monitoring

Ferreira |

2015 –2018

Superintendent/ Safety Officer

- Responsible for all safety
- Performed safety meetings
- Responsible for dredge tender and support equipment operations
- Duties include operating boats, bulldozers, excavators, pipeline, fusing pipeline and surveying
- Responsible for day to day to activities

Cavache Inc. | Pompano Beach, Florida

2009 –2015

Superintendent/ Safety Officer / Turbidity Monitoring

- Responsible for all safety on DMMA
- Performed tailgate safety meetings
- Responsible for dredge tender and support equipment operations
- Duties include operating boats, bulldozers, excavators, pipeline, fusing pipeline and surveying
- Responsible for day to day to activities
- Turbidity Monitoring

JAMES FORRLER
SUPERINTENDENT

Native Technologies, Inc. | Deerfield Beach, Florida

2005 – 2009

Superintendent / Safety Officer

- Responsible for all safety activities
- Performed daily tailgate safety meetings
- Responsible for wetland and mitigation construction and maintenance
- Erosion control and maintenance
- Equipment finish grading and operations
- Worked closely with owner and government field representatives

Florida Power & Light | Florida

2002 – 2005

Equipment Operator

- Equipment operator and inventory organizer
- Responsible for equipment maintenance

Divosta | Florida

2000 – 2002

Equipment Operator

- Worked as equipment operator
- Responsible for finish grading and surveys

JAMES FORRLER
SUPERINTENDENT

PROJECTS

SIMS CREEK MAINTENANCE DREDGING - 2020

- Dredging 1,450 cubic yards of material from the dredging area and transporting it directly via a pipeline to the upland dredged material management
- Duties: Superintendent

Manatee Harbor, Maintenance Dredging, 40-Foot Project, Entrance Channel, Turning

- Dredging 121,000 cubic yards of material from the Manatee Harbor Entrance Channel and Turning Basin
- Duties: Superintendent

ICWW Jacksonville to Miami, Florida, Maintenance Dredging Palm Beach and Broward Counties, Florida

- Dredging 10,492 CY from the Intracoastal Waterway (IWW) channel in two locations, approximately 16 Miles apart.
- Duties: Superintendent

2019 Hideaway Beach Erosion Control Project Marco Island, Collier County, FL

- Dredge 52,354 CY Sandy sediments from Nearshore Borrow Area
- Duties: Superintendent

Ponce De Leon Inlet & AIWW Maintenance Dredging Volusia County, Florida

- Dredging 420,638 CY of compatible fill from the IWW Channel to placement area south of the inlet
- Duties: Superintendent, Alt. SSHO
- Turbidity Monitoring

JAMES FORRLER
SUPERINTENDENT

Indian River ICWW Maintenance Dredging, USACE; Sebastian, Indian River County, Florida

- Consisted of dredging 302,740 cubic yards of material from the ICWW to designated DMMA
- Duties: Superintendent, SSHO

Manatee Harbor, Maintenance Dredging, 40-ft .Project Entrance Channel, Turning Basin and Berthing Areas USACE, Manatee County, Florida

- Consisted of dredging 229,176 cubic yards of sand and shell from Port Manatee to designated Contained Disposal Facility (CDF)
- Duties: Superintendent, Safety Officer

Loxahatchee River South Channel Extension and Sims Creek, Jupiter Inlet District, Jupiter, Palm Beach County, Florida

- Consisted of dredging 3,800 cubic yards of material from the Loxahatchee River to designated DMMA
- Duties: Superintendent, Safety Officer

Emergency Beach Fill on Longboat Key using Longboat Pass Sand Trap, West Coast Inland Navigation District (WCIND), Longboat Key, Manatee County, Florida

- Consisted of dredging 229,176 cubic yards from two Sand Trap locations over 7,500 LF of pumping distance
- Duties: Superintendent, Safety Officer

Jupiter Inlet Sand Trap Maintenance Dredging and Beach Nourishment, Jupiter, Palm Beach County, Florida

- Consisted of dredging 32,284 cubic yards of sand from the Jupiter Inlet to Jupiter Beach
- 4,200 LF Pumping
- Duties: Superintendent, Safety Officer

Intracoastal Waterway Maintenance Dredging in vicinity of Ponce De Leon Inlet, New Smyrna Beach, Volusia County, Florida

- Dredging of 257,755 CY of sand from the Intracoastal Waterway to the designated MSA disposal area 23,555 of channel dredged
- Duties: Superintendent, Safety Officer

JAMES FORRLER
SUPERINTENDENT

South Marco Beach Sand Re-nourishment, Marco Island, Collier County, Florida

- Dredging project dollar value is approximately Dredging of Caxambas Pass Inlet and placement of approximately 77,000 CY of beach compatible fill along 2,700 LF of beach fill template and 5,800 LF of pumping distance
- Duties: Superintendent, Turbidity Monitoring

Hideaway Beach Erosion Control – Phase II, Collier County, Florida

- Consisted of dredging and placement of approximately 65,000 cubic yards of sand from designated borrow area as beach nourishment on North Beach and Central/Royal Marco Point Beach. 5,300 LF of Pumping Distance
- Duties: Superintendent
- Turbidity Monitoring

C-44 Reservoir, Intake Canal, USACE, Indiantown, Florida

- Consisted of dredging 100,000 cubic yards pumping up to 16,500 LF with 2 booster pumps and a 10" Swinging Ladder Cutterhead Dredge
- Duties: Superintendent, Safety Officer

Ponce De Leon Inlet Project, Florida Inland Navigation District (FIND), New Smyrna Beach, Florida

- Consisted of dredging 260,000 cubic yards pumping up to 16,500 LF with 2 booster pumps and a 16" Ellicott 1170 dredge
- Duties: Superintendent, Safety Officer
- **Turbidity Monitoring**

Hideaway Beach Erosion Control Project, City of Marco Island, Florida

- Consisted of dredging 25,000 cubic yards from a borrow site just off shore to restore the beach using a 16" Ellicott 1170 dredge
- Duties: Superintendent, Safety Officer

Marco Island Beach Re-nourishment Project, Collier County, Florida

- Consisted of dredging up to 92,000 cubic yards of sand from a borrow site within the channel onto the beach with a 16" Ellicott 1170 dredge
- Duties: Superintendent, Turbidity Monitoring

JAMES FORRLER
SUPERINTENDENT

C-37 Kissimmee River Restoration

- Consisted of dredging 800,000 cubic yards at 19,400 LF with 4 booster pumps and a 16" Ellicott 1170 dredge
- Duties: Superintendent, Safety Officer

13B Kissimmee River Restoration

- Dredged 178,000 CY of materials and pumping to fill channel cut with a 14" dredge
- Duties: Superintendent, Safety Officer

Lake Trafford Critical Restoration

- Consisted of dredging 2,000,000 CY of materials from 1,300 Acres of open water and pumping 11,000 ft with one booster pump with a 16" dredge
- Duties: Superintendent, Safety Officer

CERTIFICATIONS

- OSHA 30
- CPR/First Aid
- USCG Boaters Safety Course
- Aquatic and Natural Area Chemical Course
- USCG ABS, About Boater Safety Certification
- STCW 95, Standards of Training, Certification & Watchkeeping, Basic Safety Training Certification (Marine Safety)
- Personal Safety & Social Responsibility MARTPT 359
- Basic Fire Fighting MARTPT - 53
- Personal Survival Techniques Course MARTPT – 363
- Training of High Density Polyethylene Pipe per ASTM 2620-12
- Listed Species Awareness Training
- Confined Space Training
- Basic Hazard Training
- Fall Hazard Training
- Level 1 Rigging



JOSEPH CAMPESE

FOREMAN / SUPERVISOR / Alt. QC

PROFESSIONAL EXPERIENCE

Ahtna Marine and Construction | Pompano Beach, Florida

2019 – Present

Superintendent/Foreman

- Responsible for disposal area and grading operations
- Responsible for shore man operations
- In charge of mechanical dredging operations
- Responsible for pipe fusing
- Responsible for Site Safety, training, equipment inspection, and safety certifications
- Assistant Safety Officer and Quality Control.
- Responsible for organization of dredge disposal area, including pipeline fusing and installation
- In charge of all heavy equipment.
- Responsible for Quality Control and Reporting.

Cavache Inc. | Pompano Beach, Florida

2002 – 2019

Superintendent/Foreman

- Responsible for disposal area and grading operations
- Responsible for shore man operations
- In charge of mechanical dredging operations
- Responsible for pipe fusing
- Responsible for Site Safety, training, equipment inspection, and safety certifications
- Assistant Safety Officer and Quality Control.
- Responsible for organization of dredge disposal area, including pipeline fusing and installation
- In charge of all heavy equipment.
- Responsible for Quality Control and Reporting.

Southport Dredging | Pompano Beach, Florida

1988 – 2002

Ahtna

Marine & Construction Co.

JOSEPH CAMPESE

FOREMAN / SUPERVISOR / Alt. QC

Disposal Area Foreman/Heavy Equipment Operator

- In charge of disposal area
- Pipe fuser operator and equipment operator
- In charge of all safety on shore
- Responsible for all mechanical dredging operations
- Responsible for all upland disposal operations
- In charge of all dredge operations during project 1999-2002.

United Contractors | Fort Lauderdale, Florida

1996 – 1998

Dredge Engineer/Site Mechanic

- Part time work as a Dredge Engineer and Survey Assistant
- Equipment Operator.
- Equipment welder.

PROJECTS

SIMS CREEK MAINTENANCE DREDGING - 2020

- Dredging 1,450 cubic yards of material from the dredging area and transporting it directly via a pipeline to the upland dredged material management
- Duties: Superintendent / SSHO

Manatee Harbor, Maintenance Dredging, 40-Foot Project, Entrance Channel, Turning

- Dredging 121,000 cubic yards of material from the Manatee Harbor Entrance Channel and Turning Basin
- Duties: Superintendent / SSHO

ICWW Jacksonville to Miami, Florida, Maintenance Dredging Palm Beach and Broward Counties, Florida

Ahtna

Marine & Construction Co.

JOSEPH CAMPESE

FOREMAN / SUPERVISOR / Alt. QC

- Dredging 10,492 CY from the Intracoastal Waterway (IWW) channel in two locations, approximately 16 Miles apart.
- Duties: *Disposal Area Superintendent/Foreman/Alt. QC*

2019 Hideaway Beach Erosion Control Project Marco Island, Collier County, FL

- Dredge 52,354 CY Sandy sediments from Nearshore Borrow Area
- Duties: *Disposal Area Superintendent/Foreman/Alt. QC*

Ponce De Leon Inlet & AIWW Maintenance Dredging Volusia County, Florida

- Dredging 420,638 CY of compatible fill from the IWW Channel to placement area south of the inlet
- Duties: *Disposal Area Superintendent/Foreman/Alt. QC*

Clam Pass Dredging Project Collier Country, Florida

- Dredging 8,500 cubic yards (CY) of beach compatible fill from Clam Pass Entrance and Portion of the Channel.
- Duties: *Disposal Area Superintendent/Foreman/Alt. QC*

**Jupiter Inlet Sand Trap Maintenance Dredging and Beach Nourishment
2018**

- Dredging 50,000 cubic yards (CY) of beach compatible fill from Jupiter Inlet Sand Trap to the Beach South of Jupiter Inlet.
- Duties: *Disposal Area Superintendent/Foreman/Alt. QC*

ICWW Bakers Haulover Inlet Maintenance Dredging Dade Country, Florida

Ahtna

Marine & Construction Co.

JOSEPH CAMPESE

FOREMAN / SUPERVISOR / Alt. QC

- Dredging 38,000 cubic yards (CY) of beach compatible fill from the IWW Channel in the Vicinity of Bakers Haulover Inlet, Cuts DA-9 to 10 feet required Depth with a 2 feet allowable over depth.
- Duties: *Disposal Area Superintendent/Foreman/Alt. QC*

ICWW St. Lucie Reach 1 Maintenance Dredging Fort Pierce, St Lucie County, Florida

- Consisted of dredging 66,000 cubic yards of beach compatible fill from the ICWW to Beach Disposal Area
- Duties: *Disposal Area Superintendent/Foreman/Alt. QC*

Jupiter Inlet Sand Trap & ICWW Maintenance Dredging 2017

- Consisted of dredging 164,931 cubic yards of material from the ICWW to Beach Disposal Area
- Duties: *Disposal Area Superintendent/Foreman / Alt. QC*

Rybovich Marina Basin Maintenance

- Consisted of dredging 105,000 cubic yards of material from the Berth 14 to Berth 17
- Duties: *Disposal Area Superintendent/Foreman*

Jupiter Inlet Sand Trap Maintenance Dredging and Beach Nourishment 2016

- Consisted of dredging 61,699 cubic yards of material from the Jupiter Inlet
- Duties: *Disposal Area Superintendent/Foreman / Alt. QC*

Intracoastal Waterway Deeping in the Vicinity of Port of Palm Beach, Palm Beach County, Florida

Ahtna

Marine & Construction Co.

JOSEPH CAMPESE

FOREMAN / SUPERVISOR / Alt. QC

- Consisted of dredging 103,528 cubic yards of material from the ICWW to designated Peanut Island DMMA
- Duties: *Disposal Area Superintendent/Foreman / Alt. QC*

Indian River ICWW Maintenance Dredging, USACE; Sebastian, Indian River County, Florida

- Consisted of dredging 302,740 cubic yards of material from the ICWW to designated DMMA
- Duties: DMMA Superintendent, Equipment Operator / Alt. QC

Manatee Harbor, Maintenance Dredging, 40-ft .Project Entrance Channel, Turning Basin and Berthing Areas USACE, Manatee County, Florida

- Consisted of dredging 229,176 cubic yards of sand and shell from Port Manatee to designated Contained Disposal Facility (CDF)
- Duties: DMMA Superintendent, Equipment Operator

Loxahatchee River South Channel Extension and Sims Creek, Jupiter Inlet District, Jupiter, Palm Beach County, Florida

- Maintenance dredging of sand from the Loxahatchee River to DMMA. 8,000 LF of pumping distance
- Duties: DMMA Superintendent

Emergency Beach Fill on Longboat Key using Longboat Pass Sand Trap, Longboat Key, Manatee County, Florida

Ahtna

Marine & Construction Co.

JOSEPH CAMPESE

FOREMAN / SUPERVISOR / Alt. QC

- Consisted of dredging 99,000 cubic yards of sands from two Sand Trap locations over 7,500 LF of pumping distance
- Duties: Beach, Disposal Area Superintendent, Operator, Survey

Jupiter Inlet Sand Trap Maintenance Dredging and Beach Nourishment, Jupiter, Palm Beach County, Florida

- Consisted of dredging 32,284 cubic yards of sand from the Jupiter Inlet to Jupiter Beach. 4200 LF of pumping distance
- Duties: Beach Superintendent, Project QC, Survey, and Water Monitor

Intracoastal Waterway Maintenance Dredging in Vicinity of Ponce De Leon Inlet, New Smyrna Beach, Volusia County, Florida

- Dredging of 257,755 CY of sand from the Intracoastal Waterway to the designated MSA disposal area 23,555 of channel dredged
- Duties: MSA Superintendent, Equipment Operator, Surveyor, Water Monitor, Alt. QC

South Marco Beach Sand Re-nourishment, Marco Island, Collier County, Florida

- Dredging of Caxambas Pass Inlet and placement of approximately 77,000 CY of beach compatible fill along 2,700 LF of beach fill template and 5,800 LF of pumping distance
- Duties: Beach Superintendent, Equipment Operator, Survey, and Water Monitor / Alt. QC

Hideaway Beach Erosion Control – Phase II, Collier County, Florida

- Consisted of dredging and placement of approximately 65,000 cubic yards of sand from designated borrow area as beach nourishment on North Beach and Central/Royal Marco Point Beach. 5,300 LF of Pumping Distance
- Duties: Beach Foreman, Quality Control

Disney Studios in the Grand Bahamas

Ahtna

Marine & Construction Co.

JOSEPH CAMPESE

FOREMAN / SUPERVISOR / Alt. QC

- Dredged 300,000 cubic yards of sand from the entrance inlet and turn basin with a 16" dredge for the Pirates of Caribbean movie Part 3
- Duties: Disposal Area Foreman, Equipment Operator

Lake Trafford Critical Restoration

- Consisted of dredging 2,000,000 CY of materials from 1,300 Acres of open water and pumping 11,000 ft with one booster pump with a 16" dredge
- Duties: Disposal Area Foreman, Equipment Operator

Bradford Marine in the Grand Bahamas

- Dredged 85,000 cubic yards of un-shot rock for installation of new dry dock
- Duties: Disposal Area Foreman, Equipment Operator

Freeport Shipyard in the Grand Bahamas

- Performed maintenance dredging next to the ship berths with a 24" dredge
- Duties: Disposal Area Foreman, Equipment Operator

Discovery Bay in the Grand Bahamas

- Dredged 450,000 cubic yards of sand 1.5 miles off-shore with a 24" dredge for Beach Re-nourishment
- Duties: Equipment Operator

JOSEPH CAMPESE

FOREMAN / SUPERVISOR / Alt. QC

EDUCATION AND CERTIFICATION

- CPR / First aid
- Listed Species Awareness Training
- OSHA 30 hrs.
- USCG ABS, About Boater Safety Certification
- STCW95, Standards of Training, Certification & Watchkeeping, Basic Safety Training Certification (Marine Safety)
- Training of High Density Polyethylene Pipe Per ASTM2620-12
- Confined Space Training
- Basic Hazard Training
- Fall Hazard Training
- Construction Quality Management for Contractors-#784
- Proper Handling & Usage of Fire Extinguishers
- OSHA Bloodborne Pathogens Course

JENNIFER E. BISTYGA, E.I., MBA

Senior Project Manager

Ahtna Marine & Construction Co.

C: (954) 242-9889 | jbistyga@ahтна.net

EDUCATION:

- Masters of Business Administration
Keller Graduate School of Management, February 2010
- Bachelors of Science, Ocean Engineering
Florida Institute of Technology, Melbourne, FL 2000

CERTIFICATIONS:

- Engineering Intern, Board of Professional Engineers, State of Florida 2008
- NIMS ICS 100 and NIMS 700 certified
- PADI SCUBA Diver (multiple certifications)
- Oracle Primavera P6 Professional
- Bloodborne Pathogens

KEY SKILLS:

Proficient in Microsoft Word, Excel, One Note, PowerPoint, Teams, Procore, Sharepoint

PROFESSIONAL POSITIONS HELD

2022 – Present Senior Project Manager, Ahtna Marine & Construction Co., Pompano Beach, FL

2022 – Present Member of Women of Western Dredge Association

2012 – 2022: Coastal Program Manager, City of Boca Raton, Boca Raton, FL

2019- 2022: Florida Shore Beach Preservation Association Board Member

2006 – 2012: Financial Administrator/Coastal Project Manager, City of Boca Raton, Boca Raton, FL

2005 – 2006: Adjunct Professor, College Algebra, New England Institute of Technology, West Palm Beach, FL

2005 – 2006: Algebra Teacher, Grades 5-8, The Weiss School (gifted education program), Palm Beach Gardens, FL

2000 – 2005: Coastal Engineer, Coastal Planning and Engineering, Inc., Boca Raton, FL

PROFESSIONAL EXPERIENCE:

Senior Project Manager, Ahtna Marine & Construction Co., Pompano Beach, FL (2022- present)

Project Manager responsible for marine construction including coastal restoration/beach renourishment, interior dredging, canal dredging, project bidding, budgeting and scheduling, restoration and enhancement projects.

- Project Manager for the Jupiter Inlet District Sand Trap Dredging and Beach Placement Project (March 2022 – Present). Tasks includes daily monitoring of the dredging and beach sand placement, daily quality control reports, turbidity monitoring/reporting, collaborating with State, County and local agencies.

Coastal Program Manager City of Boca Raton, Boca Raton, FL (2006 – 2022)

Coastal Program / Project Manager responsible for marine construction including the engineering, permitting, design, procurement and construction implementation for coastal restoration/beach renourishment projects, seawalls, docks and decking, waterfront parks, coastal, estuarine, restoration and enhancement projects, ranging from \$1-15M.

- Led and executed the successful construction of 6 beach renourishment projects with the placement of over 2.9 million cubic yards of sand along 4 miles of shoreline. Obtained over \$10M in Federal/State Grant funds. Responsibilities included; development of bid documents, procurement methods, collaborating with State and Federal Lobbyist and with State and Federal Permitting agencies including the FDEP and USACE; long-term planning, engineering and design, project budgeting, GDM and LRR development, construction document development, construction bidding, contract execution and overall project management from cradle to grave.
- Led and executed a \$2M construction of a Reef Enhancement and Jetty Repair project. Responsibilities included technical design considerations for cost effective construction; collaborating with State and Federal Permitting agencies; engineering plan review coordination; and construction contract Request For Proposal (RFP) development. Construction of both the Reef Enhancement and Jetty Repair Project commenced in late August 2021 and was completed in September 2021. Project was completed on time and under budget.
- Led and executed a \$1.7M marine construction of a seawall along the intracoastal waterway. Project components included bid package development, bid solicitation, USACE and FDEP permitting, construction oversight, payment application approval and continuous construction inspection.
- Coordinated and led a \$10M Park Master Plan, Seawall and full remediation of a combined Wildflower and Silver Palm Park project, successfully merging two parks to develop a cohesive public park from concept through approval. Collaborated with the public, City Council, engineering and architect firms and the Construction Manager at Risk Contractor. Project is under construction and on track for planned completion in 2022.
- Led the master planning, procurement, and budgeting for the City of Boca Raton's \$5M Rutherford Park and Lake Wyman Park Restoration Project. Obtained over \$2.5M in Federal/State Grant funds. Effective communicator, collaborating with the public, City of Boca Raton community services boards, Parks and Recreation Board, coastal engineers, procurement department, finance department and the Construction Manager at Risk Contractor leading to a successful construction commencement scheduled for Fall 2021.
- Led and executed a \$3M Intricate Seawater Intake Replacement and Pump Station System. Collaboration with numerous agencies including additional taxing district within the City of Boca Raton.
- Developed and implemented a Canal Operations and Maintenance Program resulting in over 20,000 pounds of trash removed from local waterways in less than two years.

Coastal Engineer (2000 – 2005), Coastal Planning and Engineering, Inc., Boca Raton, FL

- Led and executed the successful construction of 5 beach renourishment projects located throughout the State of Florida. Responsibilities included; detailed engineering analysis and design, Long Range Budget Planning and execution, collaborating with State and Federal permitting agencies, responsible for all day to day activities before, during and after each construction project; developed detailed reports analyzing the performance of each individual beach project
- Project Manager for international cable installation from South America to the United States; cable installation and environmental monitoring for potential impacts from cable installation.
- Project Manager for multiply mitigative artificial reef construction projects. Responsibilities included constant communication between all parties, daily underwater construction inspection, post-construction reporting and project closeout.
- Performed environmental monitoring of natural and artificial reefs before, during and after the construction of beach nourishment projects;
- Performed environmental monitoring of the mitigative artificial reef construction in conjunction with the 2002 *M/V Wellwood* Molasses Reef Coral Reef Restoration Project;
- Cable installation oversight and environmental monitoring of hardbottom and artificial reef habitats for the TSSL Telefonica Sam-1 Fiberoptic Cable Project in Boca Raton, FL;

RFP Form B

Proposer: Ahtna Marine & Construction Company, LLC

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

***THIS FORM MUST BE SUBMITTED WITH PROPOSAL
TO BE DEEMED RESPONSIVE.***

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact: Joe Chaison
Title of Contact: Executive Director Email: jchaison@jupiterinletdistrict.org
Telephone Number: (561) 797-2003 Fax Number:
Project: Jupiter Inlet District Loxahatchee River Central
Embayment Main Channel Maintenance Dredging Project
2. Name of Contact: Kenneth R. Craig, P.E.
Title of Contact: Senior Vice President Email: kcraig@taylorengeering.com
Telephone Number: (904) 256-1334 Fax Number:
Project: Fort Pierce Sediment Impoundment Basin Phase I
3. Name of Contact: Phyllis Thorpe
Title of Contact: St. Johns County Project Manager Email: pthorpe@sjcfl.us
Telephone Number: (904) 669-0787 Fax Number:
Project: 2021 Vilano Boat Ramp & Channel Dredge
4. Name of Contact: Josh Revord
Title of Contact: Senior Coastal Engineer Email: revordjo@stlucieco.org
Telephone Number: (772) 462-1269 Fax Number:
Project: Fort Pierce Sediment Impoundment Basin Phase I

RFP Form C

Proposer: Ahtna Marine & Construction Company, LLC

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

***THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL
TO BE DEEMED RESPONSIVE.***

Name of Proposer: Ahtna Marine & Construction Company, LLC

Name of authorized representative of Proposer: Anthony Cavo

Project Cost

Deliverables	Fee
1. Dredge cost /cy	\$ 327.27

Instructions: Show the project cost for each deliverable your firm shall provide per the requested scope of work. Include the fees associated with each proposed deliverable.

Fees should be detailed to the extent possible per deliverable, with estimated out-of-pocket expenses separate from the proposed fees for professional services.

The Total Monthly Fee (Project Cost) SHALL include all fees and reimbursements for out-of-pocket costs. The Town shall not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof shall be required.

The Total Monthly Fee shall include the cost of:

1. Performing all of the Work required by this RFP on a monthly basis; and
2. Meetings with Town staff or attending Commission meetings upon request throughout the life of the contract (no additional cost to the Town).

Payments shall be made on each deliverable upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services, such as the removal of debris from the shore line.

Please provide the hourly rate for staff positions and equipment that the contractor has available. The rates for the additional work shall not be used for evaluation of the services required in this RFP.

Additional Work	
<u>Title: Material Hauling & Disposal to Class I Landfill (if material is contaminated)</u>	<u>Hourly Rate \$52,000 (based on 1,100 cubic yards)</u>
Add rows as necessary	

Due to weather conditions, the Town may need additional services on days that they are not scheduled. Please provide the cost for the following services on non-schedule service days. The costs for additional work shall not be used for evaluation of the services required in this RFP.

Area	Dredging
Canal A	\$ 327.27 per CY
Canal B	\$ 327.27 per CY
Silvershores Waterway	\$ 327.27 per CY

By: Ahtna Marine & Construction Company, LLC

Date: 8/30/22

Name: Anthony Cavo



Title: General Manager

RFP FORM D

Proposer: Ahtna Marine & Construction Company, LLC

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal shall remain firm for a period of 90 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I shall be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, nor to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Ahtna Marine & Construction Company, LLC

Name of Business

By:


Signature

Anthony Cavo – General Manager

Print Name and Title

8/30/2022

2125 E. Atlantic Blvd. Pompano Beach, Florida, 33062

Mailing Address



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ADACHE, ADAM D

AHTNA MARINE & CONSTRUCTION COMPANY, LLC
2125 E ATLANTIC BLVD
POMPANO BEACH FL 33062

LICENSE NUMBER: CGC1529033

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

42

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Ahtna Marine & Construction Company, LLC
2125 E. Atlantic Blvd
Pompano Beach, FL 33062

SURETY:

(Name, legal status and principal place of business)

Great American Insurance Company
480 West Tudor Road
Anchorage, AK 99503
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308

BOND AMOUNT: Ten Percent (10%) of Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Canal Dredging Project / Town of Lauderdale-By-The-Sea
22-07-01

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of August, 2022

(Witness)

Ahtna Marine & Construction Company, LLC

(Principal)

(Seal)

(Title) Craig O'Rourke, President

Great American Insurance Company

(Surety)

(Title) Ted Baran

Attorney-in-Fact



S-0054/AS 8/10

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SIX

No. 0 20967

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JACKIE HANSEN	ALL OF	ALL
CAROL LOWELL	ANCHORAGE, ALASKA	\$100,000,000
AMANDA IVEY		
MELINDA SHACKELFORD		
TED BARAN		
SARAH BEHRENS		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24TH day of AUGUST, 2021.

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 24TH day of AUGUST, 2021, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 30th day of August, 2022.



Steph C. B.

Assistant Secretary



**RFP 22-07-01 Canal Dredging Evaluation
10/27/22**

	AHTNA	CUSTOM
	(SUBMISSION 1)	(SUBMISSION 2)
Committee Member #1 TC	89	67
Committee Member #2 CE	90	72
Committee Member #3 KR	91	77
Total	270	216

TCG Project No. 20-0033.001
RFP 22-07-01 Canal Dredging
October 2022

Item	Custom Built Marine Construction, Inc.	Ahtna Marine & Construction Company, LLC
Dredging with utilization of offloading site in the city limits	Unit Cost= \$512 / cu yard	Unit Cost= \$327.27 / cu yard
Subtotal Lump Sum (1,100 CY)	\$563,200.00	\$359,997.00
Additional Service		
Material Hauling & Disposal to Class I Landfill (if material is contaminated)	Unit Cost= \$71.00 / cu yard	Unit Cost= \$47.27 / cu yard
Subtotal Lump Sum	\$78,100.00	\$51,997.00
Total Lump Sum	\$641,300.00	\$411,994.00
Total Unit Cost	\$583.00 / cu yard	\$374.54 / cu yard
Optional Service		
Additional dredging requested by the city beyond 1,100 CY	same as above	same as above
Note: Lump Sum Costs does not include optional services		

Item	Custom Built Marine Construction, Inc.	Ahtna Marine & Construction Company, LLC
Dredging with utilization of offloading site outside of the city limits	Unit Cost= \$512 / cu yard	Unit Cost= \$487.27 / cu yard
Subtotal Lump Sum (1,100 CY)	\$563,200.00	\$535,997.00
Additional Service		
Material Hauling & Disposal to Class I Landfill (if material is contaminated)	Unit Cost= \$71.00 / cu yard	Unit Cost= \$47.27 / cu yard
Subtotal Lump Sum	\$78,100.00	\$51,997.00
Total Lump Sum	\$641,300.00	\$587,994.00
Total Unit Cost	\$583.00 / cu yard	\$534.50 / cu yard
Optional Service		
Additional dredging requested by the city beyond 1,100 CY	same as above	same as above
Note: Lump Sum Costs does not include optional services		