



Deerfield Beach Community Redevelopment Agency AGENDA

Tuesday, April 9, 2013, 6:30 P.M.
City Commission Chambers, Deerfield Beach City Hall

CALL TO ORDER AND ROLL CALL

APPROVAL OF MINUTES*

January 22, 2013

APPROVAL OF THE AGENDA*

GENERAL ITEMS*

1. Resolution confirming that Jean M. Robb and Richard Rosenzweig shall be members on the Board of the Community Redevelopment Agency to serve four year terms as Deerfield Beach CRA Board of Director Members*
2. Distribution of CRA FY12 Annual Report
3. CRA Mid-Year Accomplishments Report
4. Resolution awarding Bid #2012-13/05 for the Cove Gardens Neighborhood Improvements Project to the lowest responsible responsive bidder MBR Construction, Inc. for an amount not to exceed \$1,530,227.57 in accordance with the bid specifications*
5. Resolution authorizing staff to negotiate a contract with Bermello Ajamil Associates Inc. for the design of the Sullivan Park Expansion Project*
6. Community Policing Evaluation*
7. Report on Founders' Days Special Event

BOARD/ADMINISTRATION COMMENTS

Expense report, pursuant to CRA Resolution 2011-011

PUBLIC INPUT

ADJOURN

* Indicates an Action Item

(Next Meeting: Tuesday, May 14, 2013, 6:30 PM unless otherwise determined)

REQUESTED ACTION:

Approve resolution confirming that Jean M. Robb and Richard Rosenzweig shall be members on the Board of the Community Redevelopment Agency to serve four year terms as Deerfield Beach CRA Board of Director Members.

SUMMARY EXPLANATION/BACKGROUND:

The governing body of the City of Deerfield Beach serves as the Deerfield Beach Community Redevelopment Agency (CRA) Board of Directors. Florida Statutes Chapter 163.356 stipulates that new CRA Board members are appointed for a term of four (4) years. On March 12, 2013, Richard Rosenzweig was elected to a four year term as Deerfield Beach City Commissioner and Jean M. Robb was elected for a four year term as Mayor. Therefore the Board is being asked to approve a resolution appointing Richard Rosenzweig and Jean Robb to a four year term on the Deerfield Beach CRA Board of Directors. The CRA is further asked to appoint Jean M. Robb as Chair and Joe Miller Vice Chair.

ATTACHMENTS:

Resolution

RESOLUTION NO. 2013/

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA CONFIRMING THAT JEAN M. ROBB AND RICHARD ROSENZWEIG SHALL BE MEMBERS ON THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY TO SERVE FOUR YEAR TERMS AS DEERFIELD BEACH CRA BOARD OF DIRECTOR MEMBERS.

WHEREAS, when the Community Redevelopment Agency was created by the City of Deerfield Beach, the City Commission of the City of Deerfield Beach was designated as the Board for the Community Redevelopment Agency, with each Commissioner being a Commissioner of the Agency; and

WHEREAS, with the election of a new Mayor and one new City Commissioner, the City Commission wishes to confirm that Jean M. Robb and Richard Rosenzweig shall be Commissioners of the Community Redevelopment Agency of the City of Deerfield Beach, Florida; and

WHEREAS, Mayor Jean Robb shall be Chair of the Board and the person acting as Vice Mayor of the City of Deerfield Beach City Commission at any particular time shall be the Vice Chair of the Board.

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

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

Section 2. The City Commission does hereby confirm the appointment of Jean M. Robb and Richard Rosenzweig as Commissioners of the Community Redevelopment Agency to serve four year terms.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013.

JEAN M. ROBB, CHAIR

ATTEST:

ADA GRAHAM-JOHNSON, MMC, CITY CLERK

Deerfield/CRA/CRA New Members Resolution

REQUESTED ACTION:

None. This item is for informational purposes only.

SUMMARY EXPLANATION/BACKGROUND:

Florida Statutes Chapter 163.356 (3)(c) requires Community Redevelopment Agencies (CRAs) to “file with the governing body, on or before March 31 or each year, a report of its activities for the preceding fiscal year, which report shall included a complete financial statement setting forth its assets, liabilities, income and operating expenses as of the end of such fiscal year. At the time of filing the report, the agency shall publish in a newspaper of general circulation in the community a notice to the effect that such report has been filed with the municipality or county and that the report is available for inspection during business hours in the office of the city clerk and in the office of the agency.”

Attached is a copy of the Deerfield Beach CRA’s FY12 Annual Report. FY12 report highlights include commencement of pier entrance buildings construction, property acquisition, financial management, special events, and private investment.

The report was mailed to stakeholder organizations including Broward County, the North Broward Hospital District, Children’s Services Council of Broward County, the City of Deerfield Beach Finance Department and the State of Florida Auditor General. It is posted on the CRA section of the City’s website and will also be distributed to the community upon request and potential investors throughout the year.

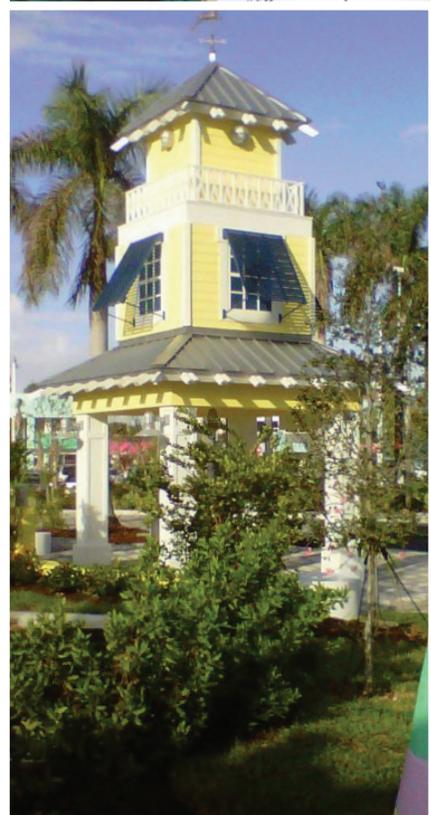
ATTACHMENTS:

Deerfield Beach CRA FY12 Annual Report



City of
**DEERFIELD
BEACH**

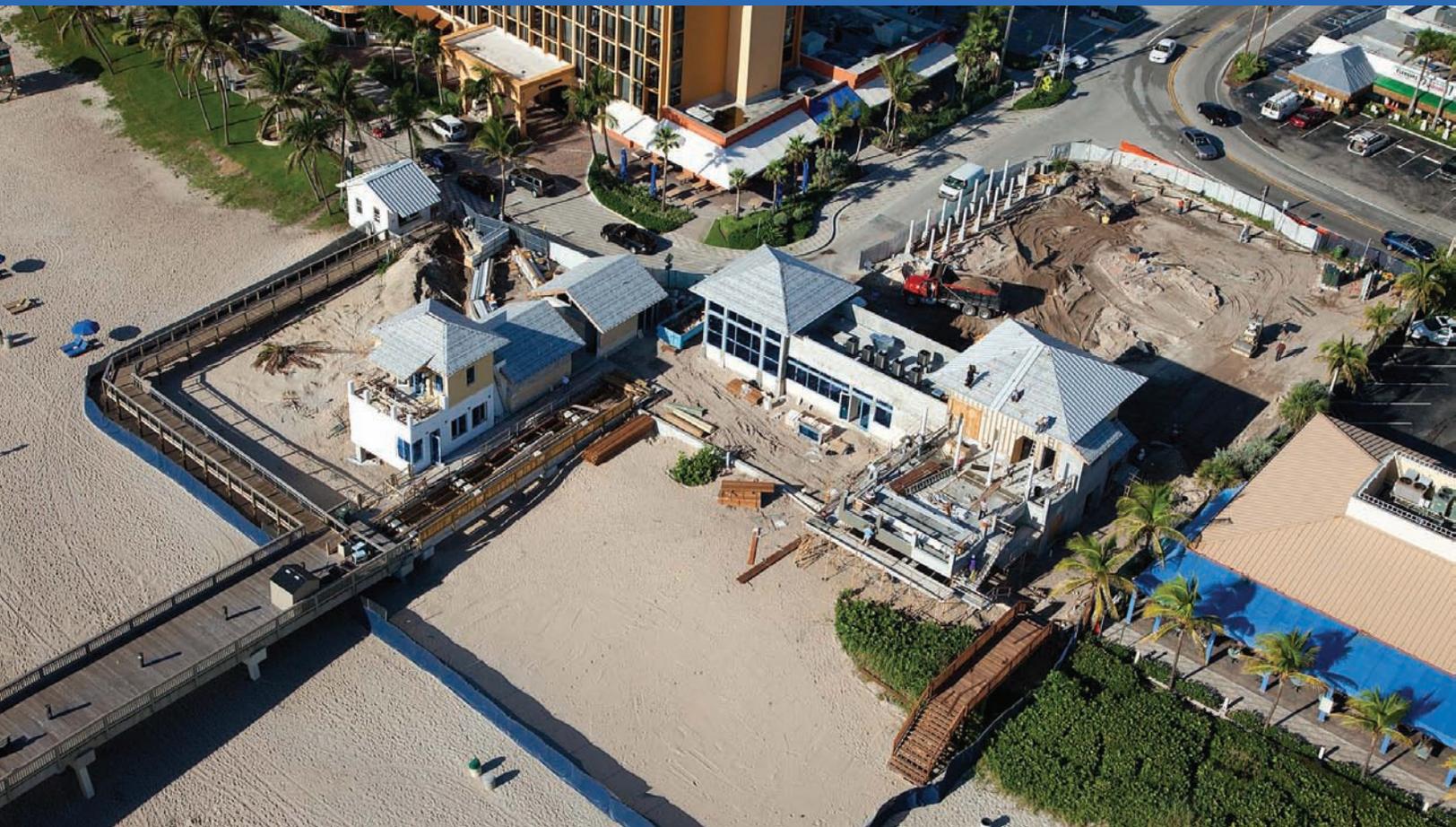
COMMUNITY REDEVELOPMENT AGENCY
FY 2012 ANNUAL REPORT





PIER ENTRANCE BUILDINGS

After completing an inclusive, community driven design process, the CRA moved into the construction phase of the Pier Entrance Buildings. The new facility was designed to achieve ADA compliance, provide safe access to the pier, and serve as the anchor to attract investment in the CRA District. The facility was also designed to be the City of Deerfield Beach's first LEED certified building. Stiles Construction was selected to construct the facility. Great care was taken to maintain access to the Pier during construction via a temporary elevated walkway and bait shack. All temporary materials will be re-used in the project to reduce project waste, including the temporary bait shack which was designed to be lifted from its temporary foundation and relocated elsewhere in the CRA District.





1701 Riverview Road Acquisition



Sullivan Park



Cove Maritime Village Concept

PLAN MODIFICATION

As the CRA continues to implement the redevelopment plan, opportunities arise that were unforeseen in the creation of the original 1999 CRA Plan. In FY 12 the CRA voted to amend the CRA Plan to allow for property acquisition to take advantage of the slump in real estate values and realize a key redevelopment project – the expansion of Sullivan Park as part of the Cove Maritime Village redevelopment concept (above right) created by the Urban Land Institute Technical Advisory Panel.

PROPERTY ACQUISITION The CRA made its first real estate acquisition in FY 12 with the purchase of 1701 Riverview Road (above left) for Sullivan Park Redevelopment. The property was formerly the site of a waterfront restaurant, which was demolished in 2005 and subsequently sat vacant. The CRA bought this .67 acre parcel to create a large enough park area to serve as a regional recreation attraction and provide an amenity to spur future Cove Shopping Center redevelopment.

GRANTS Concurrent with the planning of Sullivan Park expansion, CRA staff drafted and submitted an application for grant funding to the Florida Inland Navigation District (FIND) to offset the cost of park construction. FIND, through its Waterways Assistance Program (WAP), partners with communities to create recreational facilities that provide residents with access to the Intracoastal Waterway. The CRA prepared and submitted a grant application for waterfront park redevelopment, and anticipates an award announcement in FY 13.

The redevelopment of Sullivan Park will bring the Cove Maritime Village concept to life.

FINANCIAL MANAGEMENT The CRA decided to take advantage of historically low interest rates to refinance old CRA debt and issue new debt in order to accelerate the implementation of two large scale capital improvements projects – Sullivan Park Expansion and Cove Gardens Neighborhood Improvements. The CRA’s financial analyst estimates debt service cost savings of approximately \$1 million. The refinancing is scheduled to be completed in FY 13.

INFRASTRUCTURE FOR SAFETY A small, but vitally important investment was made in the installation of 9 fire hydrants. Their placement fills in service voids that previously left some District homes and businesses outside of the range of fire protection service. The CRA District is now completely fire protected.



2 0 1 2 SPECIAL EVENTS



The CRA sponsored strategic special events to encourage business development within the District. In FY 12, the CRA sponsored the Deerfield Beach 4th of July celebration, which is estimated to attract 150,000 people to the daylong event and have an estimated economic impact of \$1,500,000. In addition to the summer event on the beach, the CRA sponsored the Holiday Celebration at The Cove to similarly attract people to the newly redeveloped shopping plaza. This year's event drew approximately 1500 participants. Holiday lighting on the new entrance building was left up until the end of the holiday season to serve as an ongoing welcome message from the Cove businesses to seasonal visitors. In FY 12, the seasonal weekly Green Market returned to the Cove and brought people to the plaza on Sunday mornings for fresh, locally grown produce. The CRA began gathering economic impact data on special events that receive CRA sponsorship funding to accurately evaluate return on investment.



Two Georges at The Cove Restaurant, before

COMMERCIAL FAÇADE In FY 2012 the CRA funded two highly visible façade renovation projects. In the Cove Shopping Center, the project included new windows, awnings and painting of five store fronts that are the main focal point upon entering the plaza. On the S-Curve, the District's largest building was approved for expansion of anchor tenants outdoor seating areas, painting, landscaping and signage.



Two Georges at The Cove Restaurant, after

PRIVATE SECTOR DEVELOPMENT In December 2011 New Hotel Construction Florida LLC, owner of the adjacent Sunrider Beach Resort, broke ground on the CRA's first new hotel development in several years (below). The small boutique hotel offers 14 guest rooms, panoramic ocean views and unparalleled access to beachside recreation. The \$5 million project is scheduled for a Memorial Day weekend, 2013 completion. The capital investment and job creation are positive impacts on the redevelopment district economy.



WHAT IS A CRA?

A Community Redevelopment Agency (CRA) is a dependent taxing district established by local government for the purpose of carrying out redevelopment activities including reducing or eliminating blight, improving the tax base and encouraging public and private investments in the redevelopment area. The City of Deerfield Beach Mayor and Commissioners serve as the CRA Board of Directors in the execution of the City of Deerfield Beach CRA Plan. CRAs provide local government with a funding and planning mechanism to redevelop areas where market forces aren't performing.

WHAT IS TIR?

Redevelopment activities are primarily funded by Tax Increment Revenue (TIR). TIR is calculated by "freezing" the tax base in the year the CRA was created. Taxing authorities continue to receive tax revenue based on the frozen tax base. When tax revenues rise as a result of redevelopment activities, this "increment" is deposited into the CRA Trust Fund for use on subsequent redevelopment activities.

HISTORY OF THE DEERFIELD BEACH CRA

The Deerfield Beach CRA was created in 1999 to creatively use Tax Increment Revenue to form public private partnerships to redevelop the CRA District. Since its inception, the Deerfield Beach CRA has successfully completed or benefitted from several cornerstone redevelopment projects such as the Ocean Way Boardwalk, A1A S-Curve Improvements and the redevelopment of Hillsboro Commons Office Building and the Hillsboro Square Shopping Center.

Chairperson Peggy Noland & Board Members
Joseph P. Miller, Ben Preston, Martin Popelsky
and Bill Ganz

COMMUNITY REDEVELOPMENT AGENCY (CRA) FY 2012 FINANCIALS

ASSETS

Cash, Investments, Interest and Monies Due From Other Funds\$3,368,539

LIABILITIES & FUND BALANCE

Accounts Payable.....709,351

Total Fund Balance2,659,188

REVENUES

Property Tax (Contributions from the County and Hospital District)1,211,114

Investment Earnings/Miscellaneous Other9,560

Total Revenues1,220,674

OTHER FINANCING SOURCES AND USES

Transfers In*898,596

Transfers Out** (707,593)

EXPENDITURES

Operating Expenses.....928,218

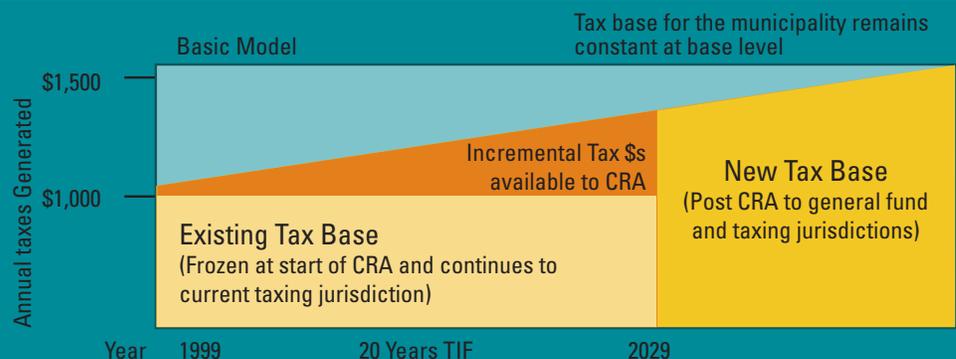
Capital Outlay.....6,956,854

Total Expenditures7,885,072

*City of Deerfield Beach Contribution to CRA

** CRA Debt Service Reimbursement to the City for Ocean Way and Hillsboro Blvd. Projects

CRA FUNDING

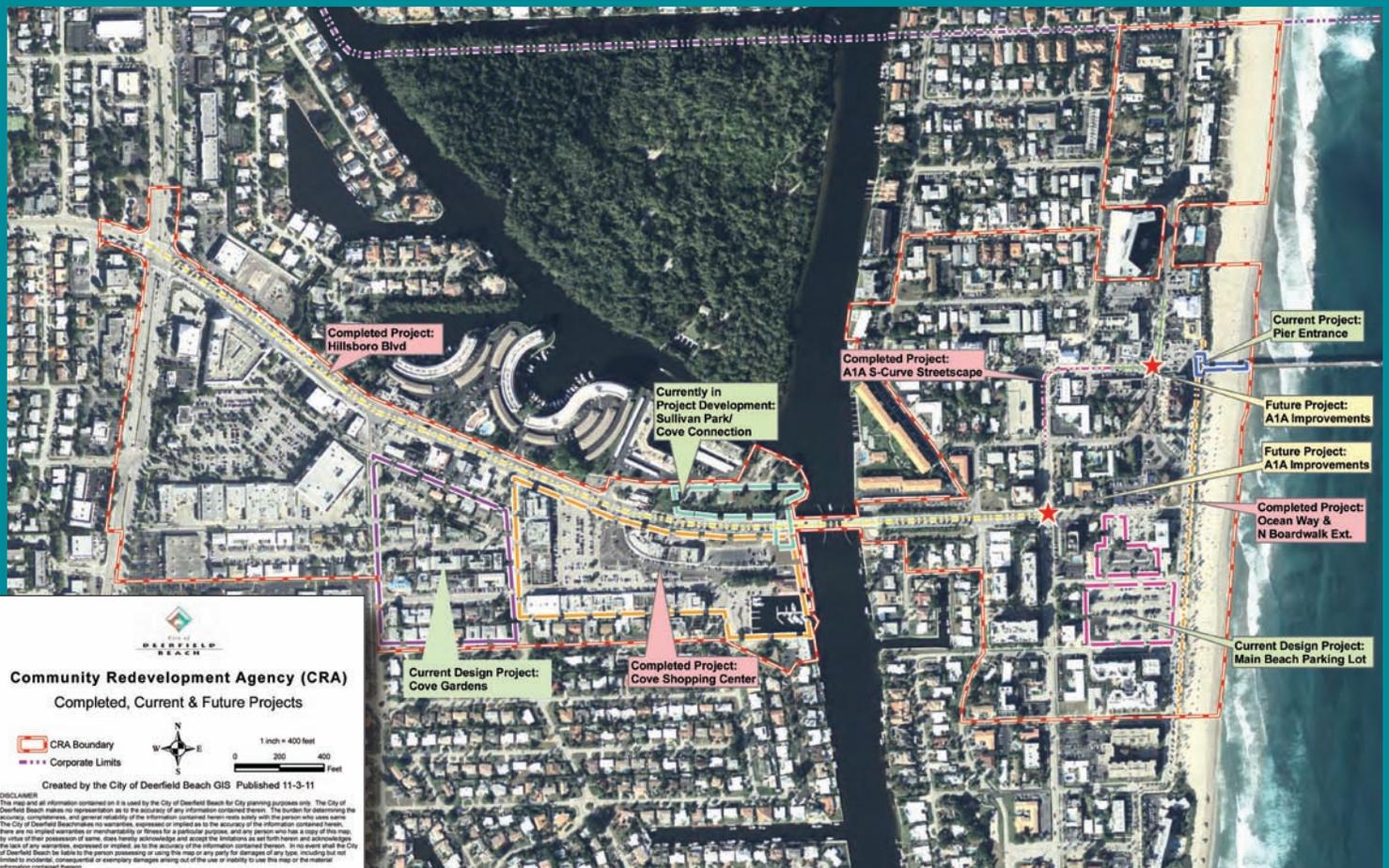


CRA FINANCIALS

AUDITED STATEMENTS As an agency of the City of Deerfield Beach, the Deerfield Beach CRA presents its financial statements in accordance with the reporting model required by Governmental Accounting Standards Board Statement No. 34, Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments.

This report also contains other supplementary information in addition to the basic financial statement's themselves. The CRA adopts an annual budget for its General Fund. This report demonstrates compliance with this budget.

Copies of the Deerfield Beach CRA's financial statements are available on the website at www.Deerfield-Beach.com or may be requested by telephone at 954-480-4263.



DEERFIELD BEACH CRA DISTRICT BOUNDARIES

The CRA's boundaries lie generally north and south of Hillsboro Boulevard from Federal Highway to the Atlantic Ocean, encompassing the two neighborhoods generally known as The Cove and The Island or Beach.

DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY
IMPROVING THE ISLAND AND THE COVE WITH YOU



City of
**DEERFIELD
BEACH**

CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY
150 NE 2nd Avenue, Deerfield Beach, FL 33441
954-480-4263 • www.Deerfield-Beach.com

REQUESTED ACTION:

None. This item is for informational purposes only. Staff will make a presentation on mid-year accomplishments and facilitate a discussion regarding budget priorities for FY14.

SUMMARY EXPLANATION/BACKGROUND:

The Fiscal Year 2013 Budget reflects the CRA Board's ongoing directive to invest in capital projects that improve the District's infrastructure. At the start of the fiscal year, the CRA had \$880,000 in the budget for capital projects. However, the Board understood that the directive to refinance old CRA debt and issue new debt for future capital projects would change the budget during the fiscal year. When the budget was approved, 41% was apportioned for capital projects and 32% for debt service. After closing on the refinance in December, the budget once again reflected a strong infrastructure focus with 81% (\$6,880,000) dedicated to capital projects. Debt service is now 13% of the budget and will be a recurring overhead expense for the remaining life of the CRA.

The \$8.6 million CRA budget is managed efficiently with very little overhead. Five (5)% of the budget is used for agency administration including administrative and project management staffing and overhead. The agency is managed by one full time and two part time employees.

Planning efforts that took place in past years have resulted in a series of ongoing construction projects. In FY 2013, the Pier Entrance Buildings were substantially completed. The project team continues to work on punch items and the relocation of the temporary bait shack. The Pier attained LEED silver certification and is the City's first LEED certified building. This project not only serves as an example of sustainable, green development, but has and will continue to anchor the District as a destination for leisure-oriented businesses, tourism and recreation. In fact, the private sector broke ground on the District's first hotel development in years – a \$5 million, 14 room boutique hotel. CRA and City staff have also been meeting with other private sector property owners and investors who are conducting due diligence on future projects in the District.

The CRA continued to implement capital improvements by moving the 'shovel ready' Cove Gardens Neighborhood Streetscape improvement project to the bidding stage. The project includes drainage, streets, sidewalks (ADA compliance), lighting and landscaping for this neighborhood that connects Hillsboro Commons to the Cove Shopping Center. A subsequent item on this agenda requests Board action to approve the low bidder and move into the construction phase of this project.

The CRA and City were awarded \$307,000 in Florida Inland Navigation District (FIND) funding for Phase 1 Planning, Design, Engineering and Permitting funding to redevelop 1701 Riverview Road

DEERFIELD BEACH
COMMUNITY REDEVELOPMENT AGENCY

Agenda Item 3
Tuesday April 9, 2013

and Sullivan Park according to the Cove Maritime Village Concept to offer the public access to the Intracoastal Waterway and to further develop the pedestrian linkage of Sullivan Park to the Cove Shopping Center. A subsequent item on this agenda requests Board action on the next step in this project.

Beautification is an ongoing CRA effort with the funding of another façade improvement project – KMJ Development Inc, owner of six adjacent storefronts (1574-1584 SE 3rd Court) in the Cove Shopping Center. The project included painting the storefronts, installing new impact glass on storefronts as well as decorative, brightly colored awnings which have expanded the expanse of improved properties on the south side of The Cove Shopping Center.

To attract new visitors to the District, the CRA sponsored special events including Founders' Days, which attracted approximately 50,000 people over the weekend and the Cove Holiday Celebration that attracted 1,500 patrons to the Cove Shopping Center. This year, the Green Market at The Cove transitioned from being supported by the CRA to an entirely privately funded event operating off vendor fees. The market is held weekly at the Cove Shopping Center on Sundays from 9-2 and has quickly become a well attended weekend event that attracts new people to the plaza.

By law, the CRA is to expend its tax increment revenues within 3 years of receipt. The accomplishments described above have ensured the CRA's compliance. The CRA's fund balance at the end of FY '12 was \$2,119,506 -- all of which will have been spent or encumbered via the projects, acquisitions, and programs described above by the end of FY '13. The CRA's revenues for FY 2013 are projected to be approximately \$2,000,000.

Staff will make a presentation regarding these CRA mid-year accomplishments and facilitate a discussion of budgeting priorities for FY 2014.

ATTACHMENTS:

2012-2016 CRA Capital Improvements Plan

	A	C	D	E	F	G	H	I	J
1	City of Deerfield Beach CRA Five-Year CIP FY 2012-2016								
2	June 10, 2011								
3									
4	WATER/SEWER								
5	Project Name	<u>Total Cost</u>	<u>FY 2011/2012</u>	<u>FY 2012/2013</u>	<u>FY 2013/2014</u>	<u>FY 2014-2015</u>	<u>FY 2015-2016</u>	<u>Five Year Total</u>	<u>Unexpended Current Budget (FY10-11)</u>
6	Fire Hydrant Coverage Upgrades	\$ 175,500	\$ 175,500					\$ 175,500	\$ -
7									
8	WATER/SEWER TOTAL	\$ 175,500	\$ 175,500	\$ -	\$ -	\$ -	\$ -	\$ 175,500	\$ -
9									
10	DRAINAGE IMPROVEMENTS								
11	Project Name	<u>Total Cost</u>	<u>FY 2011/2012</u>	<u>FY 2012/2013</u>	<u>FY 2013/2014</u>	<u>FY 2014-2015</u>	<u>FY 2015-2016</u>	<u>Five Year Total</u>	<u>FY10-11 Budget</u>
12	Cove Gardens Drainage Improvements	\$ 1,625,000	\$ 1,213,000	\$ -	\$ -	\$ -	\$ -	\$ 1,625,000	\$ 412,000
13									
14	DRAINAGE TOTAL	\$ 1,625,000	\$ 1,213,000	\$ -	\$ -	\$ -	\$ -	\$ 1,625,000	\$ 412,000
15									
16	SIDEWALK/STREETSCAPING IMPROVEMENTS								
17	Project Name	<u>Total Cost</u>	<u>FY 2011/2012</u>	<u>FY 2012/2013</u>	<u>FY 2013/2014</u>	<u>FY 2014-2015</u>	<u>FY 2015-2016</u>	<u>Five Year Total</u>	<u>FY10-11 Budget</u>
18	Five Year Sidewalk CIP	\$ 1,000,000	\$ 148,000	\$ 148,000	\$ 148,000	\$ 148,000	\$ 148,000	\$ 1,000,000	\$ 260,000
19	Beach Area Sidewalk Upgrades	\$ 425,000	\$ 25,000	\$ 400,000	\$ -	\$ -	\$ -	\$ 425,000	\$ -
20	Hillsboro Blvd. Streetscaping	\$ 1,186,794	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,186,794	\$ -
21									
22	SIDEWALK/STREETSCAPING TOTAL	\$ 2,611,794	\$ 173,000	\$ 548,000	\$ 148,000	\$ 148,000	\$ 148,000	\$ 2,611,794	\$ 260,000
23									
24	PARKING IMPROVEMENTS								
25	Project Name	<u>Total Cost</u>	<u>FY 2011/2012</u>	<u>FY 2012/2013</u>	<u>FY 2013/2014</u>	<u>FY 2014-2015</u>	<u>FY 2015-2016</u>	<u>Five Year Total</u>	<u>FY10-11 Budget</u>
26	Main Beach Parking Area Improvements	\$ 1,625,000	\$ 1,025,000	\$ -	\$ -	\$ -	\$ 600,000	\$ 1,625,000	\$ -
27	Community Facility & Parking Deck Debt Service	\$ 1,500,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 1,500,000	\$ -
28	Cove Shopping Center Parking Lot	\$ 2,530,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 2,530,000	\$ 2,500,000
29	Purchase of Deerfield Beach Island Entryway/NE 1st Street Properties	\$ 1,100,000	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ 1,100,000	\$ -
30									
31	PARKING TOTAL	\$ 6,755,000	\$ 2,455,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 900,000	\$ 6,755,000	\$ 2,500,000
32									
33	PARK IMPROVEMENTS								
34	Project Name	<u>Total Cost</u>	<u>FY 2011/2012</u>	<u>FY 2012/2013</u>	<u>FY 2013/2014</u>	<u>FY 2014-2015</u>	<u>FY 2015-2016</u>	<u>Five Year Total</u>	<u>FY10-11 Budget</u>
35	Option 1 Improvements	\$ 332,118	\$ 25,000	\$ 307,118	\$ -	\$ -	\$ -	\$ 332,118	\$ -
36	Purchase of Riverview Road and Pal's/Charlie's Crab	\$ 2,200,000	\$ 2,200,000	\$ -	\$ -	\$ -	\$ -	\$ 2,200,000	\$ -
37	Option 2 Improvements	\$ 2,000,000	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	\$ -	\$ 2,000,000	\$ -
38	Purchase of Chamber of Commerce	\$ 350,000	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ 350,000	\$ -
39	Pier Project	\$ 3,500,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 3,500,000	\$ 2,500,000
40	Beach Enhancements	\$ 1,016,500	\$ 670,000	\$ -	\$ 85,500	\$ 85,500	\$ 85,500	\$ 1,016,500	\$ 90,000
41									
42	PARK TOTAL	\$ 9,398,618	\$ 3,895,000	\$ 657,118	\$ 1,085,500	\$ 1,085,500	\$ 85,500	\$ 9,398,618	\$ 2,590,000
43									
44	LIGHTING IMPROVEMENTS								
45	Project Name	<u>Total Cost</u>	<u>FY 2011/2012</u>	<u>FY 2012/2013</u>	<u>FY 2013/2014</u>	<u>FY 2014-2015</u>	<u>FY 2015-2016</u>	<u>Five Year Total</u>	<u>FY10-11 Budget</u>
46	Lighting Coverages Upgrades	\$ 666,900	\$ 65,000	\$ 150,475	\$ 150,475	\$ 150,475	\$ 150,475	\$ 666,900	\$ -
47	Beach Area Lighting Improvements	\$ 975,000	\$ -	\$ -	\$ 150,000	\$ -	\$ 825,000	\$ 975,000	\$ -
48	Turtle Nesting Season Compliant Lighting	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000
49									
50	LIGHTING TOTAL	\$ 2,041,900	\$ 65,000	\$ 150,475	\$ 300,475	\$ 150,475	\$ 975,475	\$ 2,041,900	\$ 400,000
51									
52	OVERALL TOTALS	\$ 22,607,812	\$ 7,976,500	\$ 1,655,593	\$ 1,833,975	\$ 1,683,975	\$ 2,108,975	\$ 22,607,812	\$ 6,162,000
53									
54									
55									

REQUESTED ACTION:

Approve resolution awarding Bid #2012-13/05 for the Cove Gardens Neighborhood Improvements Project to the lowest responsible responsive bidder MBR Construction, Inc. for an amount not to exceed \$1,530,227.57 in accordance with the bid specifications, direct staff to negotiate a contract and issue a notice to proceed.

SUMMARY EXPLANATION/BACKGROUND:

On February 22, 2011 the CRA Board approved a scope of services with Chen Moore Associates for the design of drainage and streetscape improvements for the Cove Gardens neighborhood. Streetscape improvements will include new roadways, sidewalks, curbing, landscaping and lighting. The area is roughly bounded by Hillsboro Boulevard to the north, SE 3rd Court to the south and west, SE 15th Avenue to the east and SE 12th Avenue on the west. The drainage systems on three sides of this project have been recently improved and are functioning properly – Hillsboro Boulevard to the north, Hillsboro Commons Plaza to the west, and Cove Shopping Center to the east, leaving Cove Gardens as the only remaining neighborhood in this part of the CRA District without drainage improvements to date.

The project was designed in 2011 and permitted on February 12, 2012 (permit attached). The permit represents compliance with Florida Department of Environmental Protection (DEP), South Florida Water Management District (SFWMD) and Broward County Department of Environmental Protection and Growth Management Department (DEPGMD) regulations. The project has been in the queue for implementation while the CRA secured funding. Bond funds were finalized in December 2012 and \$1.6 million was earmarked for Cove Gardens. The low bid falls within this budget allowance.

While financing was underway, the CRA solicited bids from qualified construction companies to build Cove Gardens Neighborhood Improvements. The project is a straightforward construction scope of services and, therefore, procurement followed a “low bid” model. 26 invitations to bid were sent to firms capable of undertaking this type of work. Seven (7) bids were received. The low bid was submitted by MBR Construction Inc. of Fort Lauderdale for a not to exceed sum of \$1,530,227.57. A memorandum from Purchasing Department Buyer Paul Collette is attached to this item and details the procurement process used to arrive at this determination.

The not to exceed amount of \$1,530,227.57 includes a contingency line item of \$85,000 to be used in the event that unforeseen conditions are discovered in the field. All change orders in excess of \$25,000 will require CRA Board approval, as per the CRA Director’s purchasing policy.

A dedicated account has been established for project funds and, if approved, a contract will be executed and a purchase order will be generated for the contract amount from account 386-8000-572.61.12. All expenses will be coded 11273-P (Cove Gardens) and drawn from this account. The engineer of record (Chen Moore Associates) existing scope of services for design has been expanded by \$6,318 (see CRA Director’s Monthly Expense Report) to include construction administration meetings and includes sufficient resources to implement and close out the project. These services

were not included in Chen Moore's original scope of services, since no implementation (construction) dollars were budgeted at the time. Due to the existing Purchase Order with previously encumbered funds, Chen Moore's professional services are budgeted and being paid from the regular CRA budget account for Infrastructure and Capital Improvements and will not be paid from bond proceeds. Chen Moore will be performing construction inspections, responding to Requests for Information (RFI) from the contractor, attending meetings, reviewing shop drawings, preparing plan revisions if necessary and reviewing contractor's pay applications for contract compliance and quality assurance. In addition to Chen Moore's construction administration, the CRA's project manager Hiep Huynh, PE and City Engineering Technician John Melton will be on site on a daily basis.

As discussed at the January 22, 2013 CRA Board meeting, if the Board votes to accept this low bid, CRA staff will send a project notification letter to each property owner in the project area via certified mail. This method of notification was selected due to the large number of absentee and corporate property owners. Each owner will be invited to schedule a one on one meeting with the CRA Project Manager to discuss the project. Where possible, the CRA will assist property owners to comply with encroachments in the right of way. CRA staff have already held individual meetings with 12 property owners. The majority of owners have indicated support for the project and are looking forward to a solution to the ongoing drainage problem in the neighborhood and have indicated that the lighting and sidewalks will make the neighborhood safer. Several have indicated that the project, coupled with a rebounding economy would lead them to invest in improvements to their properties.

The contractor has indicated to the Purchasing Department that they are ready to proceed. The project is scheduled to take eight months to complete. If the project commences in May, a January completion date is projected. The Board will receive periodic updates throughout the project and project stakeholders will be able to receive project updates via e-notifications on the city's website.

The Board is being asked to approve the resolution to award this bid MBR Construction Inc. in an amount not to exceed \$1,530,227.57, direct staff to negotiate a contract and issue a Notice to Proceed.

ATTACHMENTS:

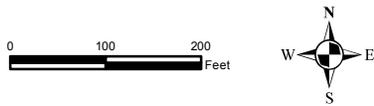
Map of Project Location
Purchasing Department Memorandum Regarding Cove Gardens Neighborhood Improvements
Invitation to Bid #2012-13/05
CRA Project Manager Bid Award Recommendation
BEPGMD Storm Water Permit
Engineer of Record Chen Moore Associates Scope of Services for Construction Management
Cove Gardens Draft Property Owner Notification Letter
Resolution



Cove Gardens Improvements

Community Redevelopment Agency

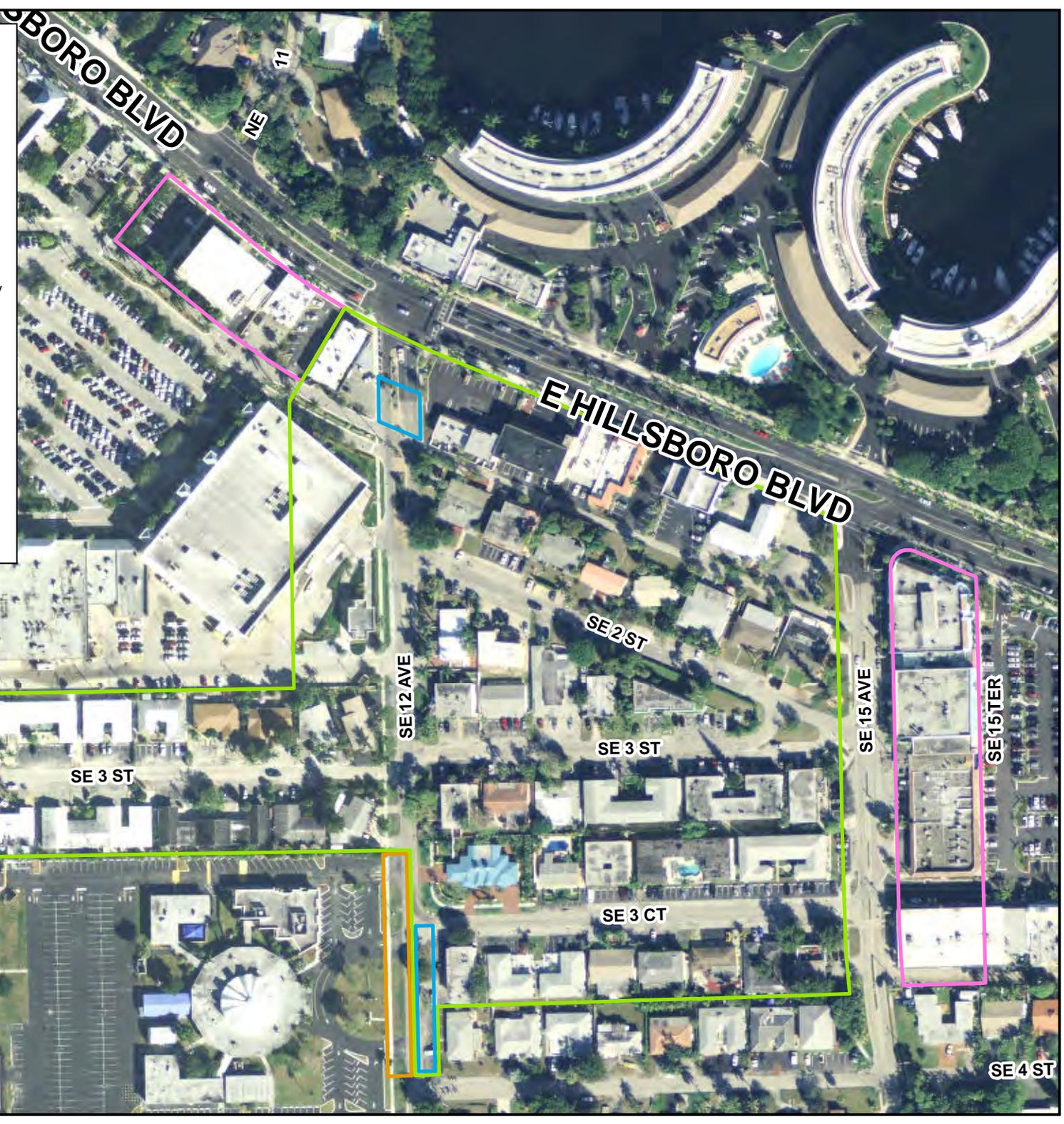
- Cove Gardens Redevelopment Boundary
- Impacted Properties Outside of Project Boundary
- Extended CRA Funded Project Area
- City Funded Project Area



Created by the City of Deerfield Beach GIS
Published 3-21-13

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MEMORANDUM

TO: Kris Mory, Director of CRA
FROM: Paul Collette, Buyer
THRU: David Santucci, Purchasing Manager
FOR: Community Redevelopment Agency (CRA) Board Approval
DATE: February 27, 2013
SUBJECT: Cove Gardens Neighborhood Improvements, ITB #2012-13/05

The Purchasing Division recently issued an Invitation to Bid for the Cove Gardens Neighborhood Improvements project. This is a Community Redevelopment Agency (CRA) funded project. This formal competitive solicitation process complies with the City of Deerfield Beach and CRA procurement requirements. Details of the competitive solicitation process are as follows:

- On Friday, December 7, 2012 twenty-six (26) invitation letters were sent to the appropriate registered vendors with the City via e-mail or facsimile.
- The competitive solicitation was advertised in the legal notices section of the Sun-Sentinel on Friday, , December 7, 2012.
- A Mandatory Pre-Bid meeting was held on Tuesday, December 18, 2012. A total of fifteen (15) potential Bidders attended.
- A total of six (6) addenda was issued during the bid solicitation period to address vendor questions and make changes to the bid documents.
- The bid date and time was extended from Wednesday, February 13, 2013 at 11:00 a.m. to Thursday, February 21, 2013 at 2:30 p.m.
- On Thursday, February 21, 2013, the due date and time, the Purchasing Division opened the responses. Seven (7) responses were received by the due date and time required.
- The apparent low Bidder was MBR Construction, Inc. with a Grand Total bid of \$1,530,000.00. They are the low bidder by \$17,696.93. The average of all bids was \$1,661,206.06.
- Reference checks were conducted and revealed positive ratings.

MBR Construction, Inc. is the lowest, responsive and responsible bidder able to meet the ITB requirements; therefore, I recommend award of this contract to them. Please use this memorandum and all attachments as your back-up for the March 26, 2013 CRA Board Meeting.

Att. Bid Tabulation, Recommended Bidder's Submittal.

c: Burgess Hanson, City Manager
Keven Klopp, Assistant City Manager
Hiep Huynh, CRA Project Manager
Charlie DaBrusco, Director of Environmental Services

Cove Gardens Neighborhood Improvements
ITB# 2012-13/05
Tabulation

	MBR Construction, Inc.	Ocean Bay Construction, Inc.	West Construction, Inc.	Ric-Man International, Inc.	Triple R Paving Inc.	Southeastern Engineering Contractors, Inc.	FHP Tectonics Corp.
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LEGEND: LS=Lump Sum, LF=Linear Feet, EA=Each, SY=Square Yard, TN=Tons

Cove Gardens Neighborhood Improvements

Item No.	Description	Unit	Est. Qty.	Unit Cost	Extended Total	Unit Cost	Extended Total	Unit Cost	Extended Total	Unit Cost	Extended Total	Unit Cost	Extended Total	Unit Cost	Extended Total	Unit Cost	Extended Total
1	Mobilization	LS	1	\$ 96,815.05	\$ 96,815.05	\$ 112,095.00	\$ 112,095.00	\$ 57,171.00	\$ 57,171.00	\$ 102,000.00	\$ 102,000.00	\$ 143,000.00	\$ 143,000.00	\$ 94,503.00	\$ 94,503.00	\$ 130,676.52	\$ 130,676.52
2	Maintenance of Traffic	LS	1	\$ 3,680.00	\$ 3,680.00	\$ 14,000.00	\$ 14,000.00	\$ 31,920.00	\$ 31,920.00	\$ 34,000.00	\$ 34,000.00	\$ 62,000.00	\$ 62,000.00	\$ 73,940.00	\$ 73,940.00	\$ 63,423.27	\$ 63,423.27
3	Bonds and Insurance	LS	1	\$ 16,024.09	\$ 16,024.09	\$ 38,972.00	\$ 38,972.00	\$ 54,720.00	\$ 54,720.00	\$ 24,000.00	\$ 24,000.00	\$ 37,000.00	\$ 37,000.00	\$ 21,240.00	\$ 21,240.00	\$ 16,470.56	\$ 16,470.56
4	Furnish and Install drainage pipe – 15" HDPE	LF	380	\$ 46.00	\$ 17,480.00	\$ 81.70	\$ 31,046.00	\$ 43.54	\$ 16,545.20	\$ 59.00	\$ 22,420.00	\$ 35.38	\$ 13,444.40	\$ 118.00	\$ 44,840.00	\$ 40.02	\$ 15,207.60
5	Furnish and Install drainage pipe w/exfiltration trench – 15" HDPE	LF	2,450	\$ 140.30	\$ 343,735.00	\$ 64.00	\$ 156,800.00	\$ 72.06	\$ 176,547.00	\$ 105.00	\$ 257,250.00	\$ 66.00	\$ 161,700.00	\$ 90.30	\$ 221,235.00	\$ 110.19	\$ 269,965.50
6	Furnish and Install Type 'C-4' Structure (48" square)	EA	26	\$ 3,392.50	\$ 88,205.00	\$ 2,772.00	\$ 72,072.00	\$ 3,136.14	\$ 81,539.64	\$ 3,100.00	\$ 80,600.00	\$ 3,013.00	\$ 78,338.00	\$ 2,820.00	\$ 73,320.00	\$ 3,004.14	\$ 78,107.64
7	Tie proposed drainage into existing structure (includes coring)	EA	1	\$ 1,725.00	\$ 1,725.00	\$ 2,072.00	\$ 2,072.00	\$ 1,619.94	\$ 1,619.94	\$ 2,700.00	\$ 2,700.00	\$ 1,355.00	\$ 1,355.00	\$ 1,664.00	\$ 1,664.00	\$ 1,299.09	\$ 1,299.09
8	Tie proposed drainage into existing drainage pipe	EA	1	\$ 862.50	\$ 862.50	\$ 800.00	\$ 800.00	\$ 1,352.04	\$ 1,352.04	\$ 1,500.00	\$ 1,500.00	\$ 520.00	\$ 520.00	\$ 1,322.00	\$ 1,322.00	\$ 1,299.09	\$ 1,299.09
9	Adjust existing drainage structure rim elevation	EA	1	\$ 517.50	\$ 517.50	\$ 600.00	\$ 600.00	\$ 989.52	\$ 989.52	\$ 350.00	\$ 350.00	\$ 622.00	\$ 622.00	\$ 600.00	\$ 600.00	\$ 434.96	\$ 434.96
10	Remove and Dispose of existing drainage structure	EA	2	\$ 862.50	\$ 1,725.00	\$ 1,000.00	\$ 2,000.00	\$ 1,653.00	\$ 3,306.00	\$ 790.00	\$ 1,580.00	\$ 544.00	\$ 1,088.00	\$ 600.00	\$ 1,200.00	\$ 336.37	\$ 672.74
11	Remove and Dispose of existing drainage pipe	LF	30	\$ 23.00	\$ 690.00	\$ 30.00	\$ 900.00	\$ 44.46	\$ 1,333.80	\$ 26.00	\$ 780.00	\$ 16.00	\$ 480.00	\$ 23.60	\$ 708.00	\$ 10.09	\$ 302.70
12	Replace existing structure grate with FDOT Type 2 Curb Inlet Top	EA	1	\$ 5,439.50	\$ 5,439.50	\$ 6,000.00	\$ 6,000.00	\$ 5,020.56	\$ 5,020.56	\$ 2,000.00	\$ 2,000.00	\$ 4,306.00	\$ 4,306.00	\$ 3,589.00	\$ 3,589.00	\$ 1,716.65	\$ 1,716.65
13	Remove and Dispose of Existing Asphalt	SY	10,500	\$ 10.44	\$ 109,620.00	\$ 2.20	\$ 23,100.00	\$ 3.65	\$ 38,325.00	\$ 4.60	\$ 48,300.00	\$ 2.30	\$ 24,150.00	\$ 2.40	\$ 25,200.00	\$ 5.57	\$ 58,485.00
14	Remove and Dispose of Existing Concrete	SY	650	\$ 6.04	\$ 3,926.00	\$ 15.00	\$ 9,750.00	\$ 6.13	\$ 3,984.50	\$ 4.60	\$ 2,990.00	\$ 8.10	\$ 5,265.00	\$ 10.70	\$ 6,955.00	\$ 11.02	\$ 7,163.00
15	Remove and Replace Existing Brick Pavers	SY	260	\$ 31.05	\$ 8,073.00	\$ 60.00	\$ 15,600.00	\$ 85.50	\$ 22,230.00	\$ 7.00	\$ 1,820.00	\$ 96.00	\$ 24,960.00	\$ 65.00	\$ 16,900.00	\$ 83.51	\$ 21,712.60
16	Furnish and Install Asphalt Driveway Apron	SY	3,775	\$ 28.75	\$ 108,531.25	\$ 27.00	\$ 101,925.00	\$ 35.34	\$ 133,408.50	\$ 32.00	\$ 120,800.00	\$ 36.00	\$ 135,900.00	\$ 19.00	\$ 71,725.00	\$ 38.04	\$ 143,601.00
17	Furnish and Install Concrete Driveway Apron	SY	10	\$ 26.45	\$ 264.50	\$ 100.00	\$ 1,000.00	\$ 51.30	\$ 513.00	\$ 110.00	\$ 1,100.00	\$ 57.00	\$ 570.00	\$ 71.00	\$ 710.00	\$ 69.59	\$ 695.90
18	Mill existing asphalt pavement (1" depth)	SY	1,000	\$ 4.03	\$ 4,030.00	\$ 5.00	\$ 5,000.00	\$ 6.37	\$ 6,370.00	\$ 7.10	\$ 7,100.00	\$ 5.17	\$ 5,170.00	\$ 3.70	\$ 3,700.00	\$ 8.47	\$ 8,470.00
19	Furnish and Install Asphalt Pavement –Type S-I (1" of 2 nd lift)	SY	9,800	\$ 6.38	\$ 62,524.00	\$ 6.50	\$ 63,700.00	\$ 7.41	\$ 72,618.00	\$ 7.10	\$ 69,580.00	\$ 6.57	\$ 64,386.00	\$ 7.40	\$ 72,520.00	\$ 8.15	\$ 79,870.00
20	Furnish and Install Asphalt Pavement – Type S-III (1" of 1st lift)	SY	9,800	\$ 6.15	\$ 60,270.00	\$ 6.50	\$ 63,700.00	\$ 7.30	\$ 71,540.00	\$ 6.50	\$ 63,700.00	\$ 6.55	\$ 64,190.00	\$ 7.60	\$ 74,480.00	\$ 7.98	\$ 78,204.00
21	Furnish and Install Lime rock Base (8")	SY	10,691	\$ 8.05	\$ 86,062.55	\$ 16.40	\$ 175,332.40	\$ 17.10	\$ 182,816.10	\$ 12.50	\$ 133,637.50	\$ 14.00	\$ 149,674.00	\$ 12.00	\$ 128,292.00	\$ 11.37	\$ 121,556.67

Cove Gardens Neighborhood Improvements
ITB# 2012-13/05
Tabulation

	MBR Construction, Inc.	Ocean Bay Construction, Inc.	West Construction, Inc.	Ric-Man International, Inc.	Triple R Paving Inc.	Southeastern Engineering Contractors, Inc.	FHP Tectonics Corp.
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LEGEND: LS=Lump Sum, LF=Linear Feet, EA=Each, SY=Square Yard, TN=Tons

Cove Gardens Neighborhood Improvements																	
Item No.	Description	Unit	Est. Qty.	Unit Cost	Extended Total												
22	Stabilization of Subgrade	SY	11,582	\$ 1.15	\$ 13,319.30	\$ 2.40	\$ 27,796.80	\$ 6.84	\$ 79,220.88	\$ 2.90	\$ 33,587.80	\$ 3.85	\$ 44,590.70	\$ 4.20	\$ 48,644.40	\$ 5.80	\$ 67,175.60
23	Clear and Grade	SY	7,100	\$ 0.62	\$ 4,402.00	\$ 3.00	\$ 21,300.00	\$ 5.70	\$ 40,470.00	\$ 4.50	\$ 31,950.00	\$ 3.60	\$ 25,560.00	\$ 4.70	\$ 33,370.00	\$ 2.32	\$ 16,472.00
24	Furnish and Install Concrete Curbs	LF	6,500	\$ 12.98	\$ 84,370.00	\$ 12.90	\$ 83,850.00	\$ 11.97	\$ 77,805.00	\$ 14.00	\$ 91,000.00	\$ 12.72	\$ 82,680.00	\$ 16.20	\$ 105,300.00	\$ 14.50	\$ 94,250.00
25	Furnish and Install Concrete Sidewalks	SY	3,800	\$ 26.45	\$ 100,510.00	\$ 28.00	\$ 106,400.00	\$ 30.78	\$ 116,964.00	\$ 27.50	\$ 104,500.00	\$ 32.48	\$ 123,424.00	\$ 51.50	\$ 195,700.00	\$ 33.64	\$ 127,832.00
26	Furnish and Install ADA Detectable Warning	EA	25	\$ 299.00	\$ 7,475.00	\$ 300.00	\$ 7,500.00	\$ 427.50	\$ 10,687.50	\$ 200.00	\$ 5,000.00	\$ 412.00	\$ 10,300.00	\$ 354.00	\$ 8,850.00	\$ 300.41	\$ 7,510.25
27	Furnish and Install Paver Crosswalk	SY	175	\$ 57.24	\$ 10,017.00	\$ 119.00	\$ 20,825.00	\$ 171.00	\$ 29,925.00	\$ 66.00	\$ 11,550.00	\$ 165.00	\$ 28,875.00	\$ 220.20	\$ 38,535.00	\$ 89.31	\$ 15,629.25
28	Relocate Existing Backflow Preventer	EA	1	\$ 345.00	\$ 345.00	\$ 1,500.00	\$ 1,500.00	\$ 1,596.00	\$ 1,596.00	\$ 1,500.00	\$ 1,500.00	\$ 1,265.00	\$ 1,265.00	\$ 4,130.00	\$ 4,130.00	\$ 2,087.82	\$ 2,087.82
29	Offset existing force main	EA	2	\$ 6,612.50	\$ 13,225.00	\$ 7,500.00	\$ 15,000.00	\$ 6,800.10	\$ 13,600.20	\$ 6,650.00	\$ 13,300.00	\$ 7,671.00	\$ 15,342.00	\$ 8,312.00	\$ 16,624.00	\$ 6,075.55	\$ 12,151.10
30	Offset existing water main	EA	2	\$ 5,359.00	\$ 10,718.00	\$ 3,100.00	\$ 6,200.00	\$ 2,675.58	\$ 5,351.16	\$ 2,550.00	\$ 5,100.00	\$ 2,867.00	\$ 5,734.00	\$ 5,003.00	\$ 10,006.00	\$ 6,156.74	\$ 12,313.48
31	Furnish and Place 6" thermoplastic solid line	LF	980	\$ 1.04	\$ 1,019.20	\$ 0.90	\$ 882.00	\$ 1.31	\$ 1,283.80	\$ 1.00	\$ 980.00	\$ 1.00	\$ 980.00	\$ 1.20	\$ 1,176.00	\$ 1.54	\$ 1,509.20
32	Furnish and Place 24" thermoplastic stop bar	LF	100	\$ 4.60	\$ 460.00	\$ 4.00	\$ 400.00	\$ 5.70	\$ 570.00	\$ 6.60	\$ 660.00	\$ 6.60	\$ 660.00	\$ 5.60	\$ 560.00	\$ 8.09	\$ 809.00
33	Furnish and Place 18" thermoplastic solid line	LF	50	\$ 3.11	\$ 155.50	\$ 27.00	\$ 1,350.00	\$ 3.99	\$ 199.50	\$ 5.50	\$ 275.00	\$ 5.50	\$ 275.00	\$ 3.60	\$ 180.00	\$ 5.93	\$ 296.50
34	Furnish and Place Pavement Symbols	EA	1	\$ 75.90	\$ 75.90	\$ 100.00	\$ 100.00	\$ 79.80	\$ 79.80	\$ 215.00	\$ 215.00	\$ 220.00	\$ 220.00	\$ 88.50	\$ 88.50	\$ 108.13	\$ 108.13
35	Remove and Relocate designated existing signs	EA	30	\$ 143.75	\$ 4,312.50	\$ 125.00	\$ 3,750.00	\$ 183.54	\$ 5,506.20	\$ 280.00	\$ 8,400.00	\$ 275.00	\$ 8,250.00	\$ 94.40	\$ 2,832.00	\$ 192.23	\$ 5,766.90
36	Furnish and Install Reflective Pavement Marker	EA	45	\$ 6.90	\$ 310.50	\$ 6.00	\$ 270.00	\$ 6.27	\$ 282.15	\$ 5.50	\$ 247.50	\$ 5.50	\$ 247.50	\$ 3.60	\$ 162.00	\$ 10.81	\$ 486.45
37	Furnish and Install Traffic Sign	EA	4	\$ 350.75	\$ 1,403.00	\$ 305.00	\$ 1,220.00	\$ 289.56	\$ 1,158.24	\$ 330.00	\$ 1,320.00	\$ 325.00	\$ 1,300.00	\$ 236.00	\$ 944.00	\$ 360.43	\$ 1,441.72
38	Furnish and Install Myrica Cerifera (Wax Myrtle)	EA	3	\$ 252.38	\$ 757.14	\$ 250.00	\$ 750.00	\$ 255.36	\$ 766.08	\$ 340.00	\$ 1,020.00	\$ 235.00	\$ 705.00	\$ 368.00	\$ 1,104.00	\$ 235.69	\$ 707.07
39	Furnish and Install Conocarpus erectus (Green Buttonwood)	EA	12	\$ 252.38	\$ 3,028.56	\$ 200.00	\$ 2,400.00	\$ 255.36	\$ 3,064.32	\$ 210.00	\$ 2,520.00	\$ 230.00	\$ 2,760.00	\$ 218.00	\$ 2,616.00	\$ 235.69	\$ 2,828.28
40	Furnish and Install Cassia Surattensis (Glaucous Cassia)	EA	5	\$ 346.52	\$ 1,732.60	\$ 300.00	\$ 1,500.00	\$ 349.98	\$ 1,749.90	\$ 260.00	\$ 1,300.00	\$ 235.00	\$ 1,175.00	\$ 230.00	\$ 1,150.00	\$ 323.61	\$ 1,618.05
41	Furnish and Install Lagerstromia indica (Crape Myrtle)	EA	16	\$ 283.18	\$ 4,530.88	\$ 250.00	\$ 4,000.00	\$ 287.28	\$ 4,596.48	\$ 230.00	\$ 3,680.00	\$ 208.00	\$ 3,328.00	\$ 348.00	\$ 5,568.00	\$ 265.38	\$ 4,246.08
42	Furnish and Install Ligustrum Lucidum (Glossy Privet)	EA	2	\$ 315.96	\$ 631.92	\$ 300.00	\$ 600.00	\$ 320.34	\$ 640.68	\$ 200.00	\$ 400.00	\$ 241.00	\$ 482.00	\$ 389.50	\$ 779.00	\$ 295.08	\$ 590.16

Cove Gardens Neighborhood Improvements
ITB# 2012-13/05
Tabulation

	MBR Construction, Inc.	Ocean Bay Construction, Inc.	West Construction, Inc.	Ric-Man International, Inc.	Triple R Paving Inc.	Southeastern Engineering Contractors, Inc.	FHP Tectonics Corp.
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LEGEND: LS=Lump Sum, LF=Linear Feet, EA=Each, SY=Square Yard, TN=Tons

Cove Gardens Neighborhood Improvements

Item No.	Description	Unit	Est.Qty.	Unit Cost	Extended Total	Unit Cost	Extended Total	Unit Cost	Extended Total	Unit Cost	Extended Total	Unit Cost	Extended Total	Unit Cost	Extended Total	Unit Cost	Extended Total
43	Furnish and Install Quercus Virginiana (Live Oak)	EA	55	\$ 385.64	\$ 21,210.20	\$ 330.00	\$ 18,150.00	\$ 389.88	\$ 21,443.40	\$ 380.00	\$ 20,900.00	\$ 241.00	\$ 13,255.00	\$ 442.50	\$ 24,337.50	\$ 360.15	\$ 19,808.25
44	Furnish and Install Sabal Palmetto (Cabbage Palmetto)	EA	24	\$ 173.88	\$ 4,173.12	\$ 150.00	\$ 3,600.00	\$ 175.56	\$ 4,213.44	\$ 210.00	\$ 5,040.00	\$ 191.00	\$ 4,584.00	\$ 224.20	\$ 5,380.80	\$ 162.39	\$ 3,897.36
45	Furnish and Install Ixora coccinea 'Nora Grant' (Red Ixora – 5 gal @ 2')	EA	302	\$ 9.94	\$ 3,001.88	\$ 30.00	\$ 9,060.00	\$ 10.26	\$ 3,098.52	\$ 9.80	\$ 2,959.60	\$ 31.00	\$ 9,362.00	\$ 7.70	\$ 2,325.40	\$ 9.28	\$ 2,802.56
46	Furnish and Install Hamelia Patens Compacta (Dwarf Fire Bush – 3 gal @ 30")	EA	377	\$ 9.94	\$ 3,747.38	\$ 11.40	\$ 4,297.80	\$ 10.26	\$ 3,868.02	\$ 7.70	\$ 2,902.90	\$ 12.80	\$ 4,825.60	\$ 7.70	\$ 2,902.90	\$ 9.28	\$ 3,498.56
47	Furnish and Install Ixora coccinea 'Nora Grant' (Red Ixora – 5 gal @ 18")	EA	156	\$ 9.94	\$ 1,550.64	\$ 10.50	\$ 1,638.00	\$ 10.26	\$ 1,600.56	\$ 9.80	\$ 1,528.80	\$ 31.00	\$ 4,836.00	\$ 7.70	\$ 1,201.20	\$ 9.28	\$ 1,447.68
48	Furnish and Install Tripsacum floridanum (Florida Gamagrass – 3 gal @ 18")	EA	1,341	\$ 9.94	\$ 13,329.54	\$ 7.50	\$ 10,057.50	\$ 10.26	\$ 13,758.66	\$ 8.40	\$ 11,264.40	\$ 12.50	\$ 16,762.50	\$ 9.00	\$ 12,069.00	\$ 9.28	\$ 12,444.48
49	Furnish and Install Juniperus conferta (Shore Juniper – 1 gal @ 24")	EA	283	\$ 5.34	\$ 1,511.22	\$ 8.50	\$ 2,405.50	\$ 4.56	\$ 1,290.48	\$ 8.00	\$ 2,264.00	\$ 8.70	\$ 2,462.10	\$ 4.00	\$ 1,132.00	\$ 4.99	\$ 1,412.17
50	Furnish and Install Tulbaghia violacea (Society Garlic – 1 gal @ 18")	EA	349	\$ 4.35	\$ 1,518.15	\$ 7.50	\$ 2,617.50	\$ 4.39	\$ 1,532.11	\$ 3.50	\$ 1,221.50	\$ 8.70	\$ 3,036.30	\$ 3.60	\$ 1,256.40	\$ 4.06	\$ 1,416.94
51	Furnish and install Paspalum Notatum sod (Bahia Grass)	SY	3,700	\$ 3.42	\$ 12,654.00	\$ 2.50	\$ 9,250.00	\$ 3.42	\$ 12,654.00	\$ 1.80	\$ 6,660.00	\$ 2.28	\$ 8,436.00	\$ 3.30	\$ 12,210.00	\$ 2.09	\$ 7,733.00
52	Remove and dispose of minor trees and palms	EA	15	\$ 172.50	\$ 2,587.50	\$ 250.00	\$ 3,750.00	\$ 171.00	\$ 2,565.00	\$ 560.00	\$ 8,400.00	\$ 220.00	\$ 3,300.00	\$ 147.50	\$ 2,212.50	\$ 521.95	\$ 7,829.25
53	Remove and dispose of major trees	EA	30	\$ 287.50	\$ 8,625.00	\$ 888.00	\$ 26,640.00	\$ 513.00	\$ 15,390.00	\$ 580.00	\$ 17,400.00	\$ 550.00	\$ 16,500.00	\$ 737.50	\$ 22,125.00	\$ 695.94	\$ 20,878.20
54	Furnish and Install Street Light (including concrete pole and fixture, electrical pull box, wire and conduit)	EA	30	\$ 2,685.25	\$ 80,557.50	\$ 5,000.00	\$ 150,000.00	\$ 3,474.72	\$ 104,241.60	\$ 5,800.00	\$ 174,000.00	\$ 5,830.00	\$ 174,900.00	\$ 6,254.00	\$ 187,620.00	\$ 4,588.95	\$ 137,668.50
55	Furnish and Install Electrical Service, Distribution Panel, Control Cabinet & Photocell	LS	1	\$ 6,900.00	\$ 6,900.00	\$ 15,000.00	\$ 15,000.00	\$ 6,564.12	\$ 6,564.12	\$ 7,000.00	\$ 7,000.00	\$ 9,570.00	\$ 9,570.00	\$ 10,266.00	\$ 10,266.00	\$ 4,755.59	\$ 4,755.59
56	Remove and Dispose of existing electrical light/pole	EA	3	\$ 287.50	\$ 862.50	\$ 800.00	\$ 2,400.00	\$ 760.38	\$ 2,281.14	\$ 170.00	\$ 510.00	\$ 440.00	\$ 1,320.00	\$ 472.00	\$ 1,416.00	\$ 1,322.28	\$ 3,966.84

 **COPY**



City of
D E E R F I E L D

B E A C H

Section 00600
Bid Package

COVE GARDENS NEIGHBORHOOD IMPROVEMENTS
ITB #2012-13/05

Project Location:

SE 12th AVENUE TO SE 15th AVENUE FROM SE 4th STREET TO HILLSBORO BOULEVARD

Owner:

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

City Project Number:

11260-P

Submitted By:

Company Name: MBR Construction, Inc.

Street Address: 1020 NW 51st Street

City/State/Zip: Fort Lauderdale FL 33309

Point of Contact: Michael R. Boss

Phone No.: 954-486-8404

Fax: 954-486-9579

E-Mail: mbooss@mbrconstruction.com

Bid Requirements Checklist

This form is for the benefit of the Bidder. All items listed below are required, shall be included in your Bid Package, and properly executed. The City will also use this form to aid in the evaluation of each Bidder's response as responsive.

Bidder's Name:		
Requirement	Bidder's Use	City's Use
Bid Requirements Checklist	✓	
Authority to Execute Bid and Contract	✓	
Bid Certification	✓	
Bid Bond	✓	
Bid Schedule	✓	
Qualification Statement	✓	
Schedule "A" Disclosure Form	✓	
Local Business Affidavit (if applicable)	✓	
SDBE Affidavit (Participation or Unavailability, whichever applies)	✓	
Indemnification Clause Form	✓	
Non-Collusive Affidavit	✓	
Drug-Free Workplace	✓	
Florida Trench Safety Act	✓	
References	✓	
Variances to the ITB	✓	
Local Business Tax Receipt (Principle Place of Business)	✓	
Certificate of Insurance	✓	
Required Licenses and Certifications (if applicable)	✓	
Addenda (if applicable)	✓	

Note: Failure to submit one or more of the above documents in the sealed envelope may render your bid non-responsive.

**Authority to Execute Bid and Contract
(Page 1 of 2)**

- A. If the Bidder is a Corporation, attach to this page a certified copy of corporate resolutions of the Board of Directors of the Corporation authorizing an officer of the Corporation to execute the Bid and the Contract contained within this document on behalf of the Corporation. The OWNER would prefer the use of the attached sample Resolution.

- B. A corporation to which a contract is to be awarded will be required to furnish certificates as to its corporate existence.

Certified Resolution

I, Ronald R. Boss (Name), the duly elected Secretary of MBR Construction, Inc. (Corporate Title), a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT Michael R Boss (Name)"
 The duly elected President (Title of Officer) of MBR Construction, Inc. (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Deerfield Beach for: 5% Bid Bond

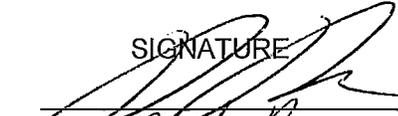
and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Deerfield Beach shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

Authority to Execute Bid and Contract
(Page 2 of 2)

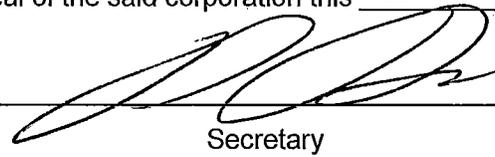
I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
<u>Michael R. Boss</u>	<u>President</u>	
<u>Ronald R. Boss</u>	<u>Secretary</u>	

Given under my hand and the Seal of the said corporation this 21 day of February, 2013.

(SEAL)

By:



Secretary

MBR Construction, Inc.

Corporate Title

NOTE: The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Deerfield Beach that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

GENERAL CONTRACTOR



Signature

President

Title

MBR Construction, Inc.

Company Name

1020 NW 51st Street Fort Lauderdale FL 33309

Company Address

Bid Certification
(Page 1 of 4)

I have received, read and agree to the terms and conditions as set forth in the Standard Terms and General Conditions, Special Terms and Conditions, Scope of Products and Services, Technical Specifications, Drawings and Contract in herein. I have read, understand, and agree to all Instructions to Bidders (including the Ethics Code). I hereby recognize and agree that upon execution of this document by an authorized officer of the City of Deerfield Beach, the document, together with the awarded Bidder's bid and all other documents prepared by or on behalf of the City of Deerfield Beach for this bid solicitation, shall become a binding agreement between the parties for the services to be provided in accordance with the terms and conditions set forth herein.

The Bidder, having thoroughly and completely familiarized himself with all local site conditions affecting the cost of the work at the place where the work is to be done and with the related drawings, specifications, and other Contract documents, hereby proposes and agrees to furnish all construction, labor and materials, bonds, necessary tools, expendable equipment, all utility and transportation services, permits, insurances and incidentals necessary to perform and complete all work required for the construction of the project, all in accordance with the Contract documents, within the time set forth and at the prices stated below.

The undersigned, as Bidder, hereby declares that the only persons interested in this bid as principal are named herein and that no person other than herein mentioned has any interest in this bid or in the Contract to be entered into; that this bid is made without connection with any other person, firm, or parties making a bid; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself/herself fully of all conditions pertaining to the place where the work is to be done and has sufficient time to make all tests and investigations; that he/she has examined the Bid Specifications and all addenda thereto furnished before the opening of the bids, as acknowledged below and that he has satisfied himself/herself about the work to be performed and considered all obligations and costs attendant thereto; and that he has submitted the required Bid Guaranty and all other required information with the bid.

The Bidder agrees, if this bid is accepted, to contract with the City of Deerfield Beach, a municipal corporation of the State of Florida, on the form attached hereto to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to construct and complete the work covered by this bid and other Contract Documents for the project entitled:

The Bidder also agrees to furnish the required Performance and Payment bonds for not less than the total bid price, and to furnish the required Certificate(s) of Insurance. The undersigned further agrees that if he fails to execute said Contract, or fails to furnish the required Performance and Payment bonds or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract, the money payable on the bid bond accompanying his bid shall be paid into the funds of the City of Deerfield Beach, Florida.

Bidder understands that the CITY reserves the right to reject any or all bids and to waive irregularity in the bidding. Failure to complete all items on this ITB Form shall be cause for rejection.

**Bid Certification
(Page 2 of 4)**

The Bidder certifies that no principals or corporate officers of the firm were principals or corporate officers in another firm at the time such other firm was suspended within the last two (2) years from doing business with the State of Florida, except as stated below:

None.

Addendum Acknowledgment (if applicable):

Bidder acknowledges that the following addenda have been received and are included in his/her Bid Package:

<u>Addendum No.</u>	<u>Date Issued</u>
<u>1</u>	<u>12/21/12</u>
<u>2</u>	<u>1/17/2013</u>
<u>3</u>	<u>1/24/2013</u>
<u>4</u>	<u>2/1/2013</u>
<u>5</u>	<u>2/6/2013</u>
<u>6</u>	<u>2/8/2013</u>

Statement of No Bid (if applicable):

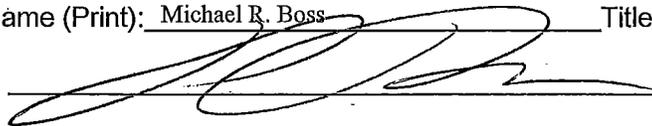
The above named company does not intend to submit a bid for the following reason: insufficient time to respond, do not offer product or service, unable to meet specifications, schedule will not permit or any other reason as stated:

Communications regarding this bid shall be addressed to:

Company Name: MBR Construction, Inc.

Social Security No./ Federal Tax Id: 65-0373938

Bidder's Name (Print): Michael R. Boss Title: President

Signature: 

Address: 1020 NW 51st Street

Fort Lauderdale FL 33309
 City State Zip Code

Telephone: (954) 486-8404 Fax: (954) 486-9579

**Bid Certification
Page (3 of 4)**

Certification of Bidder, If an Individual

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this NA day of NA, 20__ by NA who is personally known to me or who has produced NA (type of identification), as identification.

NOTARY'S SEAL: NA
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)
NA
(Name of Acknowledger Typed, Printed or Stamped)
My Commission Expires: NA

Certification of Bidder, If a Partnership

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this NA day of NA, 20__ by NA, partner on behalf NA (name of partnership), a partnership. He/she is personally known to me or who has produced NA (type of identification), as identification.

NOTARY'S SEAL: NA
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)
Na
(Name of Acknowledger Typed, Printed or Stamped)
My Commission Expires: NA

**Bid Certification
Page (4 of 4)**

Certification of Bidder, If a Corporation

STATE OF FLORIDA

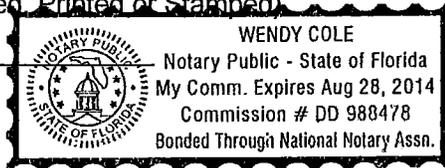
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21 day of February, 2013 by Michael R. Boss, as President (title) of MBR Construction, INC. (Name of corporation). He/she is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: 
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: _____



**Bid Bond
(Page 2 of 4)**

The name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN THE PRESENCE OF:

_____ N/A (SEAL)
 (Individual or Partnership Principal)
 _____ N/A
 (Business Address)
 _____ N/A
 (City/State/Zip)
 _____ N/A
 (Business Phone)

ATTEST:

[Signature]
 Secretary

_____ MBR CONSTRUCTION, INC.
 (Corporate Principal)*
 By: *[Signature]*
 president
 (Title)

ATTEST:

See attached Power of Attorney
 Secretary

_____ LIBERTY MUTUAL INSURANCE COMPANY
 (Corporate Surety)*
 By: *[Signature]*
 Michael A. Holmes, Attorney-In-Fact

*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

**Bid Bond
(Page 3 of 4)**

SOLE PROPRIETORSHIP

_____ N/A (SEAL)
(Individual's Signature)
_____ N/A
(Individual's Name)
doing business as _____ N/A
Business address: _____ N/A
_____ N/A
Phone No.: _____ N/A

A PARTNERSHIP

_____ N/A (SEAL)
(Partnership Name)
_____ N/A
(General Partner's Signature)
_____ N/A
(General Partner's Name)
Business Address: _____ N/A
_____ N/A
Phone No.: _____ N/A

**Bid Bond
(Page 4 of 4)**

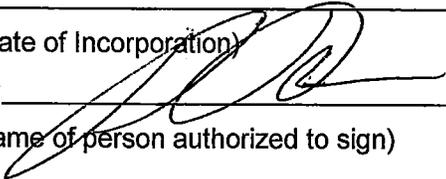
A CORPORATION

MBR CONSTRUCTION, INC.

(Corporation Name)

Florida

(State of Incorporation)

By: 

(Name of person authorized to sign)

(Title)

Michael Boss

(Authorized Signature)

(Corporate Seal)

Attest 

(Secretary)

Business address: **1020 N.W 51st Street**

Ft. Lauderdale, FL 33309

Phone No.: **954-486-8404**

List the following in connection with the Surety, which is providing the Bid Bond:

Surety's Name: **LIBERTY MUTUAL INSURANCE COMPANY**

Surety's Address: **175 Berkeley Street**

Boston, MA 02116

Name and address of Surety's resident agent for service of process in:

Brown & Brown of Florida, Inc.

1201 W. Cypress Creek Rd, Suite 130, Ft. Lauderdale, FL 33309

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5739005

American Fire and Casualty Company
The Ohio Casualty Insurance Company

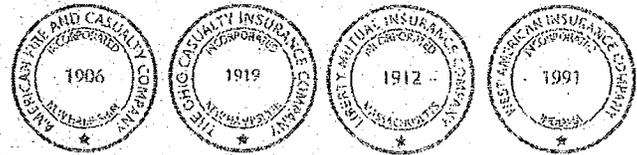
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michael A. Holmes; James F. Murphy; Gerald J. Arch; Joanne M. Mursell; Shawn A. Burton

all of the city of Ft. Lauderdale, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 1st day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

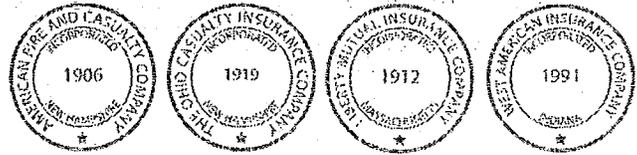
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of February, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**Addendum #6
Bid Schedule
(Page 1 of 4)**

The Contract Time for all work related to the Grand Total pricing shall be two hundred and ten (210) calendar days for substantial completion and two hundred and forty (240) calendar days for final completion from the date of the receipt of a Purchase Order or Notice to Proceed.

LEGEND: LS = Lump Sum, LF = Linear Feet, EA = Each, SY = Square Yard, TN = Tons					
Cove Gardens Neighborhood Improvements					
<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est. Qty.</u>	<u>Unit Cost</u>	<u>Extended Total</u>
1	Mobilization	LS	1	\$ <u>96,815.05</u>	\$ <u>96,815.05</u>
2	Maintenance of Traffic	LS	1	\$ <u>3,680.00</u>	\$ <u>3,680.00</u>
3	Bonds and Insurance	LS	1	\$ <u>16,024.09</u>	\$ <u>16,024.09</u>
4	Furnish and Install drainage pipe – 15" HDPE	LF	380	\$ <u>46.00</u>	\$ <u>17,480.00</u>
5	Furnish and Install drainage pipe w/exfiltration trench – 15" HDPE	LF	2,450	\$ <u>140.30</u>	\$ <u>343,735.00</u>
6	Furnish and Install Type 'C-4' Structure (48" square)	EA	26	\$ <u>3,392.50</u>	\$ <u>88,205.00</u>
7	Tie proposed drainage into existing structure (includes coring)	EA	1	\$ <u>1,725.00</u>	\$ <u>1,725.00</u>
8	Tie proposed drainage into existing drainage pipe	EA	1	\$ <u>862.50</u>	\$ <u>862.50</u>
9	Adjust existing drainage structure rim elevation	EA	1	\$ <u>517.50</u>	\$ <u>517.50</u>
10	Remove and Dispose of existing drainage structure	EA	2	\$ <u>862.50</u>	\$ <u>1,725.00</u>
11	Remove and Dispose of existing drainage pipe	LF	30	\$ <u>23.00</u>	\$ <u>690.00</u>
12	Replace existing structure grate with FDOT Type 2 Curb Inlet Top	EA	1	\$ <u>5,439.50</u>	\$ <u>5,439.50</u>
13	Remove and Dispose of Existing Asphalt	SY	10,500	\$ <u>10.44</u>	\$ <u>109,620.00</u>
14	Remove and Dispose of Existing Concrete	SY	650	\$ <u>6.04</u>	\$ <u>3,926.00</u>
15	Remove and Replace Existing Brick Pavers	SY	260	\$ <u>31.05</u>	\$ <u>8,073.00</u>
16	Furnish and Install Asphalt Driveway Apron	SY	3,775	\$ <u>28.25</u>	\$ <u>108,531.25</u>

**Addendum #6
Bid Schedule
(Page 2 of 4)**

LEGEND: LS = Lump Sum, LF = Linear Feet, EA = Each, SY = Square Yard, TN = Tons					
Cove Gardens Neighborhood Improvements					
<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est. Qty.</u>	<u>Unit Cost</u>	<u>Extended Total</u>
17	Furnish and Install Concrete Driveway Apron	SY	10	\$ <u>26.45</u>	\$ <u>264.50</u>
18	Mill existing asphalt pavement (1" depth)	SY	1,000	\$ <u>4.03</u>	\$ <u>4030.00</u>
19	Furnish and Install Asphalt Pavement –Type S-I (1" of 2 nd lift)	SY	9,800	\$ <u>6.38</u>	\$ <u>62,524.00</u>
20	Furnish and Install Asphalt Pavement – Type S-III (1" of 1st lift)	SY	9,800	\$ <u>6.15</u>	\$ <u>60,270.00</u>
21	Furnish and Install Limerock Base (8")	SY	10,691	\$ <u>8.05</u>	\$ <u>86,062.55</u>
22	Stabilization of Subgrade	SY	11,582	\$ <u>1.15</u>	\$ <u>13,319.30</u>
23	Clear and Grade	SY	7,100	\$ <u>.62</u>	\$ <u>4,402.00</u>
24	Furnish and Install Concrete Curbs	LF	6,500	\$ <u>12.98</u>	\$ <u>84,370.00</u>
25	Furnish and Install Concrete Sidewalks	SY	3,800	\$ <u>26.45</u>	\$ <u>100,510.00</u>
26	Furnish and Install ADA Detectable Warning	EA	25	\$ <u>299.00</u>	\$ <u>7,475.00</u>
27	Furnish and Install Paver Crosswalk	SY	175	\$ <u>57.24</u>	\$ <u>10,017.00</u>
28	Relocate Existing Backflow Preventer	EA	1	\$ <u>345.00</u>	\$ <u>345.00</u>
29	Offset existing force main	EA	2	\$ <u>6,612.50</u>	\$ <u>13,225.00</u>
30	Offset existing water main	EA	2	\$ <u>5,359.00</u>	\$ <u>10,718.00</u>
31	Furnish and Place 6" thermoplastic solid line	LF	980	\$ <u>1.04</u>	\$ <u>1019.20</u>
32	Furnish and Place 24" thermoplastic stop bar	LF	100	\$ <u>4.60</u>	\$ <u>460.00</u>
33	Furnish and Place 18" thermoplastic solid line	LF	50	\$ <u>3.11</u>	\$ <u>155.50</u>

**Addendum #6
Bid Schedule
(Page 3 of 4)**

LEGEND: LS = Lump Sum, LF = Linear Feet, EA = Each, SY = Square Yard, TN = Tons					
Cove Gardens Neighborhood Improvements					
<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est. Qty.</u>	<u>Unit Cost</u>	<u>Extended Total</u>
34	Furnish and Place Pavement Symbols	EA	1	\$ <u>75.90</u>	\$ <u>75.90</u>
35	Remove and Relocate designated existing signs	EA	30	\$ <u>143.75</u>	\$ <u>4,312.50</u>
36	Furnish and Install Reflective Pavement Marker	EA	45	\$ <u>6.90</u>	\$ <u>310.50</u>
37	Furnish and Install Traffic Sign	EA	4	\$ <u>350.75</u>	\$ <u>1,403.00</u>
38	Furnish and Install Myrica Cerifera (Wax Myrtle)	EA	3	\$ <u>252.38</u>	\$ <u>757.14</u>
39	Furnish and Install Conocarpus erectus (Green Buttonwood)	EA	12	\$ <u>252.38</u>	\$ <u>3,028.56</u>
40	Furnish and Install Cassia Surattensis (Glaucous Cassia)	EA	5	\$ <u>346.52</u>	\$ <u>1,732.60</u>
41	Furnish and Install Lagerstromia indica (Crape Myrtle)	EA	16	\$ <u>283.18</u>	\$ <u>4,530.88</u>
42	Furnish and Install Ligustrum Lucidum (Glossy Privet)	EA	2	\$ <u>315.96</u>	\$ <u>631.92</u>
43	Furnish and Install Quercus Virginiana (Live Oak)	EA	55	\$ <u>385.64</u>	\$ <u>21,210.20</u>
44	Furnish and Install Sabal Palmetto (Cabbage Palmetto)	EA	24	\$ <u>173.88</u>	\$ <u>4,173.12</u>
45	Furnish and Install Ixora coccinea 'Nora Grant' (Red Ixora - 5 gal @ 2')	EA	302	\$ <u>9.94</u>	\$ <u>3,001.88</u>
46	Furnish and Install Hamelia Patens Compacta (Dwarf Fire Bush - 3 gal @ 30")	EA	377	\$ <u>9.94</u>	\$ <u>3,747.38</u>
47	Furnish and Install Ixora coccinea 'Nora Grant' (Red Ixora - 5 gal @ 18")	EA	156	\$ <u>9.94</u>	\$ <u>1,550.64</u>
48	Furnish and Install Tripsacum floridanum (Florida Gamagrass - 3 gal @ 18")	EA	1,341	\$ <u>9.94</u>	\$ <u>13,329.54</u>
49	Furnish and Install Juniperus conferta (Shore Juniper - 1 gal @ 24")	EA	283	\$ <u>5.34</u>	\$ <u>1,511.22</u>
50	Furnish and Install Tulbaghia violacea (Society Garlic - 1 gal @ 18")	EA	349	\$ <u>4.35</u>	\$ <u>1,518.15</u>

**Addendum #6
Bid Schedule
(Page 4 of 4)**

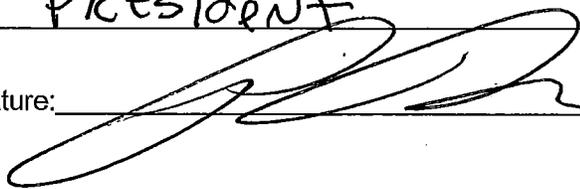
LEGEND: LS = Lump Sum, LF = Linear Feet, EA = Each, SY = Square Yard, TN = Tons					
Cove Gardens Neighborhood Improvements					
<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est. Qty.</u>	<u>Unit Cost</u>	<u>Extended Total</u>
51	Furnish and install Paspalum Notatum sod (Bahia Grass)	SY	3,700	\$ <u>3.42</u>	\$ <u>12,654.00</u>
52	Remove and dispose of minor trees and palms	EA	15	\$ <u>172.50</u>	\$ <u>2,587.50</u>
53	Remove and dispose of major trees	EA	30	\$ <u>287.50</u>	\$ <u>8,625.00</u>
54	Furnish and Install Street Light (including concrete pole and fixture, electrical pull box, wire and conduit)	EA	30	\$ <u>2,685.25</u>	\$ <u>80,557.50</u>
55	Furnish and Install Electrical Service, Distribution Panel, Control Cabinet & Photocell	LS	1	\$ <u>6,900.00</u>	\$ <u>6,900.00</u>
56	Remove and Dispose of existing electrical light/pole	EA	3	\$ <u>287.50</u>	\$ <u>862.50</u>
57	Contingency	EA	1	\$ <u>85,000.00</u>	\$ <u>85,000.00</u>
GRAND TOTAL INCLUDING CONTINGENCY:				\$ <u>1,530,227.57</u>	

**One Million Five Hundred Thirty Thousand Two Hundred Twenty-Seven dollars
Grand Total Including Contingency (WRITTEN) and Fifty-Seven cents.**

Company Name: MBR Construction, Inc.

Bidder's Name: Michael R. Boss

Bidder's Title: President

Bidder's Signature: 

**Qualification Statement
(Page 1 of 4)**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted to: City of Deerfield Beach
 Address: Purchasing Division
 401 SW 4th Street
 Deerfield Beach, Florida 33441

Circle One:
Corporation
 Partnership
 Individual
 Other

Submitted By: MBR Construction, Inc.

Name: Michael R. Boss

Address: 1020 NW 51st Street

City, St., Zip Fort Lauderdale FL 33309

Note: Additional sheets may be attached if necessary.

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: MBR Construction, Inc.

The address of the principal place of business: 1020 NW 51st Street, Fort Lauderdale FL 33309

2. If Bidder is a corporation, answer the following:

a. Date of Incorporation: Nov. 1992

b. State of Incorporation: Florida

c. President's name: Michael R. Boss

d. Vice President's name: ---

e. Secretary's name: Ronald R. Boss

f. Treasurer's name: Ronald R. Boss

g. Name and address of Resident Agent: Steven Squire ESQ, 625 NE 3rd Fort Lauderdale FL 33309

3. If Bidder is an individual or a partnership, answer the following:

a. Date of organization: Not Applicable

**Qualification Statement
(Page 2 of 4)**

b. Name, address and ownership units of all partners: Not Applicable

c. State whether general or limited partnership: Not Applicable

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

Not Applicable

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. Not Applicable

6. How many years has your organization been in business under its present business name? 20

a. Under what other former names has your organization operated?

None.

b. How many years has your company been in business providing the products and services relevant to this ITB? 20

c. How many government agencies has your company provided these products to and which ones?

See attached list

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this ITB. Please attach certificate of competency and/or state registration.

Michael R. Boss CGC1512261, Ronald Boss CGCA08949

8. Have you ever failed to complete any work awarded to you? If so, state when, where, and why?

No.

**Qualification Statement
(Page 3 of 4)**

9. Will you be using any subcontractors? Yes or No

a. If so, state the name, address, phone number, and tasks to be performed for each?

To be provide upon award of bid.

10. For purposes of determining any possible conflicts of interest, all bidders must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. Indicate either "Yes" or "No". If yes, give person(s) name(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.with your business.

Yes No Name (s) and Position (s) _____

11. List the pertinent experience of the key individuals of your organization (continue on additional sheets, if necessary).

See Attached.

12. State the name of the individual who will have personal supervision of the work and/or manage the project.

Michael R. Boss

13. Briefly describe your firm's financial status, provide proof of adequate lines of credit or other financial assets to access funds for construction of multiple projects during the same time, and provide evidence of your company's financial stability.

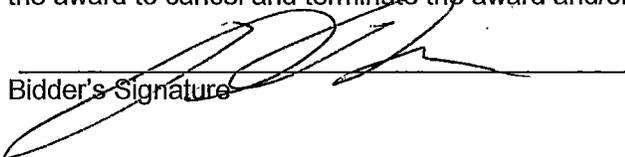
Bond capacity on single project - \$20 Million, overall Bonding Capacity \$40 Million, Current on Hand between \$8 Million and \$10 Million. See attached Financial Statement.

14. Briefly explain how your company will correspond with the City of Deerfield Beach during the project.

One point contact will utilize, phone, email and fax with City Project Manager and Project Team. Will also have ongoing meetings with City and Architect to ensure timely and on budget completion of project.

**Qualification Statement
(Page 4 of 4)**

The Bidder acknowledges and understands that the information contained in response to this qualifications statement shall be relied upon by the City in awarding the Contract and such information is warranted by the Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the Contract shall cause the City to reject the bid, and if after the award to cancel and terminate the award and/or Contract.


Bidder's Signature

2/21/2013
Date

Schedule "A"

City of Deerfield Beach Disclosure Form
Applicant Seeking a City Contract

Name of Person Filing this Form: Michael R. Boss

Principal for whom the signatory is acting: Michael R. Boss

Name of Company Filing this Form: MBR Construction, Inc.

Matter before the City Commission for which this is being filed: ITB # 2012-13/05, Cove Gardens Neighborhood Improvements.

Relationship of signatory to principal: Same

Pursuant to Section 5 of Ordinance No. 2009/006, City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information:

(If not applicable, please indicate below. Do not leave this section blank.)

(a) Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company):

None.

(b) Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non actionable:

None

(c) Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation:

None.

Witnesses:

Bidder:

Wendy Cole



Michael R. Boss

Witness

Print Name

Richard Pesta



Witness

Signature

**Local Business Affidavit
(Page 1 of 2)**

STATE OF FLORIDA () SS.

COUNTY OF (Broward)

No Response.

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

- 1. I am over the age of 18 and am a resident of the State of Florida.
- 2. I am the _____ (title) of _____ and I certify that I have the authority to make the representations set forth within this Affidavit.
- 3. I hereby certify that in accordance with requirements of Sections 38-116 and 38-128 of the Deerfield Beach Code of Ordinances that:
 - (a) _____ (Name of Business) has its principal place of business at _____ (Street Address), Deerfield Beach, Florida _____ (Zip Code).
 - (b) Attached is a copy of a Business Tax Receipt from the City of Deerfield Beach for the above business and that such business has had a Business Tax Receipt from the City of Deerfield Beach for a period of at least one year prior to the date of the bid solicitation.
 - (c) Except as set forth below, the above referenced business has not had a history of non-performance, delinquent fees, liens or code violations: (If none please state none below)

Executed this _____ day of _____, 20_____.

By _____
(Name and Title)

(Signature)

**Local Business Affidavit
(Page 2 of 2)**

The foregoing was acknowledged before me this _____ day of _____, 20_____, by _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal, this ____ day of _____, 20_____.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

typed, printed or stamped

(Title or rank)

My commission expires:

(Serial number, if any)

SDBE Participation Affidavit

MBR Construction, Inc. (Bidder) has submitted a bid for Cove Gardens Neighborhood Improvements, ITB #2012-13/05 to the City of Deerfield Beach, Florida. The following Small Disadvantaged Business Entities (SDBE's), as defined in Ordinance #1993/068, shall provide goods or services:

List SDBE name, address, phone number, the nature of the product or service to be supplied, and the percentage of the total bid for which that accounts. Use additional pages if needed.

- 1. WSD Contracting (CBE) PO Box 39208, Ft. Lauderdale FL 33339 954-818.7784 Underground Utilities 27%
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Michael R. Boss _____ 2/21/2013
Bidder's Name **Signature** **Date**

STATE OF FLORIDA () SS.

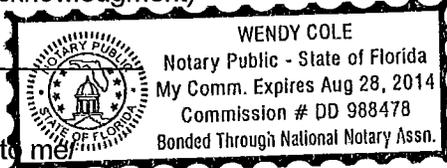
COUNTY OF BROWARD ()

Sworn to and subscribed before me this 21 day of Feb, 2013

NOTARY'S SEAL:

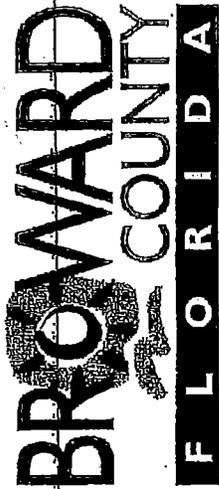
Wendy Cole
 NOTARY PUBLIC, STATE OF FLORIDA
 (Signature of Notary Taking Acknowledgment)

My Commission Expires: _____



Personally Known to me
 Not personally known to me

DID _____ / DID NOT _____ - Take an oath



Office of Economic and
Small Business Development

Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-6010 • TTY 954-357-5664

This Certificate is Awarded to:

WSD CONTRACTING, INC.

As set forth in the Business Opportunity Act of 2004
and/or the County Business Enterprise Act of 2009, the
certification requirements have been met for:

**County Business Enterprise
Small Business Enterprise**

BC - CBE/SBE - Certificate Expires: 1/13/2013

A handwritten signature in black ink, appearing to read "J. [unclear]", written over a horizontal line.

Small Business Development Manager

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control.
Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A service of the Broward County Board of County Commissioners
www.broward.org/smallbusiness

SDBE Unavailability Affidavit

MBR Construction, Inc. (Bidder) has submitted a bid for Cove Gardens Neighborhood Improvements, ITB #2012-13/05 to the City of Deerfield Beach, Florida, and has made a good faith effort to secure the participation of Small Disadvantaged Business Entities (SDBE's) as that term is defined in the City of Deerfield Beach Ordinance No. 1993/068.

List name, address, and phone number of SDBE's contacted, and product or services the SDBE supplies.

- 1. Currently no SDBE bid this project.
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Based upon good faith efforts, SDBE participants were unavailable or their employment for this project impracticable.

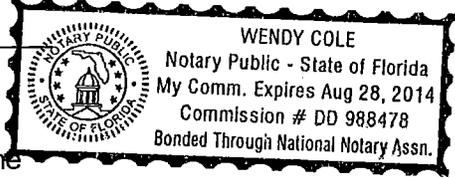
Michael R. Boss _____ 2/21/2013
Bidder's Name _____ **Signature** _____ **Date** _____

STATE OF FLORIDA () SS.
 COUNTY OF BROWARD ()

Sworn to and subscribed before me this 21 day of Feb, 2013

NOTARY'S SEAL: Wendy Cole
 NOTARY PUBLIC, STATE OF FLORIDA
 (Signature of Notary Taking Acknowledgment)

My Commission Expires: _____
 Personally Known to me
 _____ Not personally known to me



DID/DID NOT - Take an oath

Indemnification Clause

The parties agree that one percent (1%) of the total compensation paid by Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract.

The Contractor shall at all times indemnify, hold harmless and, at City Attorney's option, defend or pay for, an attorney selected by City Attorney to defend the City of Deerfield Beach, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of the Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the City by reason of any such claim, cause of action or demand, the Contractor shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Contract may be retained by City until all of City's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City.

Michael R. Boss
Bidder's Name

[Handwritten Signature]
Signature

2/21/2013
Date

STATE OF FLORIDA () SS.

COUNTY OF BROWARD ()

Sworn to and subscribed before me this 21 day of Feb, 2013

NOTARY'S SEAL:

[Handwritten Signature]

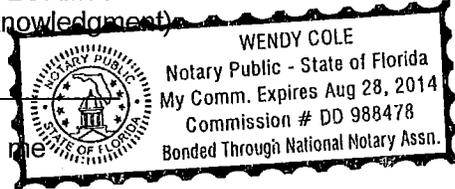
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

My Commission Expires: _____

Personally Known to me

_____ Not personally known to me

DID/DID NOT - Take an oath



Non-Collusive Affidavit

Michael R. Boss (Bidder's Name) being first duly sworn, deposes and says that::

1. He/she is the President (Owner, Partner, Officer, Representative or Agent) of MBR Construction, Inc. the Bidder that has submitted the attached bid;
2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the work for which the attached bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix an overhead, profit, or cost elements of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Michael R. Boss

Bidder's Name

[Signature]
Signature

2/21/2013

Date

STATE OF FLORIDA () SS.

COUNTY OF BROWARD ()

Sworn to and subscribed before me this 21 day of Feb, 2013

NOTARY'S SEAL:

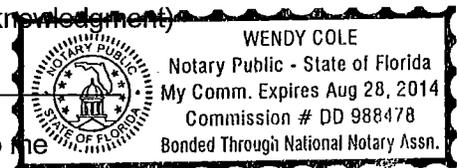
[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

My Commission Expires: _____

Personally Known to me

Not personally known to me

DID/DID NOT - Take an oath



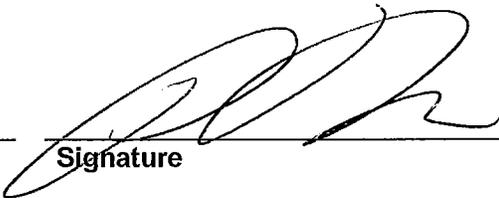
Drug-Free Workplace Form

The undersigned vendor in accordance with Florida Statutes, Chapter 287, Section 287.087 hereby certifies that MBR Construction, Inc. does:
(Name of Business)

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

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

Michael R. Boss
Bidder's Name


Signature

2/21/2013
Date

Form

utes, Chapter 287, Section 287.087 hereby
does:

lawful manufacture, distribution, dispensing,
in the workplace and specifying the actions
prohibition.

se in the workplace, the business's policy of
drug counseling, rehabilitation, and employee
be imposed upon employees for drug abuse

modities or contractual services that are under
1).

the employees that, as a condition of working
re under bid, the employee will abide by the
of any conviction of, or plea of guilty or nolo
apter 893 or of any controlled substance law of
ing in the workplace no later than five (5) days

participation in a drug abuse assistance or
employee's community, by any employee who is

drug-free workplace through implementation of

that this firm complies fully with the above



2/21/2013

Date

Trench Safety Act
Page 1 of 2)

uction; creating the "Trench Safety Act"; providing for
d Health Administration trench safety standards as state
rtment of Labor and Employment Security may adopt by
inch safety standards which are not inconsistent with state
ract bids for construction projects which contain trenches
requirements on contractors; providing an effective date.

orida:

it may be cited as the "Trench Safety Act."

se and intent of this act is to provide for increased worker
compliance with sufficient standards for trench safety.

Safety and Health Administration's excavation safety
R. s. 1926.650 Subpart P, are hereby incorporated as the
The Department of Labor and Employment Security may,
ated or revised versions of those standards, provided that
vised versions are consistent with the intent expressed in
tion 553.72, Florida Statutes, and are not otherwise
ate law. Any rule adopted as provided in this section shall
pon its effective date.

s in excess of five (5) feet deep; required information: On
pts for trench excavation in which such excavation will
five (5) feet:

contractor who will perform such excavation shall include:

safety standards that will be in effect during the period of

; contractor performing the trench excavation that such
the applicable trench safety standards.

g the cost of compliance with the applicable trench safety

avation shall:

lth the excavation safety standards, which are applicable

oring requirements, if any, of the state or other political
e applicable to such a project.

mation is available from the owner, the contractor, or
or performing trench excavation shall consider this
ctor's design of the trench safety system which it will
his paragraph shall not require the owner to obtain geo-

**Florida Trench Safety Act
(Page 2 of 2)**

Section 5. The separate item identifying the cost of compliance with trench safety standards shall be based on the linear feet of trench to be excavated. The separate item for special shoring requirements, if any, shall be based on the square feet of shoring used. Every separate item shall indicate the specific method of compliance as well as the cost of that method.

Section 6. This act shall take effect October 1, 1990.

Cost Summary:

Trench Safety Units of Measure (Description)	Unit Measure (L.F.,S.Y.)	Unit (Quantity)	Extended Cost	Cost
<u>Timber Shoring</u>	<u>LF</u>	<u>2450</u>	<u>122.50</u>	<u>.05</u>

TOTAL \$ 122.50

In witness, the Bidder has set his signature and affixed his seal

this 21 day of February, A.D., 2013.

FIRM MBR Construction, Inc
 BY: [Signature] (SEAL)
 TITLE: President

References

The following is a list of at least five (5) references that the Bidder has provided similar work in the past three (3) years. Government agency references are preferred.

1. Name of Firm or Agency: See Attached List
 Address: _____
 City/State/Zip: _____
 Contact: _____ Title: _____
 Telephone: _____ Fax: _____ E-mail: _____
 Product Purchased: _____

2. Name of Firm or Agency: See Attached List
 Address: _____
 City/State/Zip: _____
 Contact: _____ Title: _____
 Telephone: _____ Fax: _____ E-mail: _____
 Product Purchased: _____

3. Name of Firm or Agency: See Attached List
 Address: _____
 City/State/Zip: _____
 Contact: _____ Title: _____
 Telephone: _____ Fax: _____ E-mail: _____
 Product Purchased: _____

4. Name of Firm or Agency: See Attached List
 Address: _____
 City/State/Zip: _____
 Contact: _____ Title: _____
 Telephone: _____ Fax: _____ E-mail: _____
 Product Purchased: _____

5. Name of Firm or Agency: See Attached List
 Address: _____
 City/State/Zip: _____
 Contact: _____ Title: _____
 Telephone: _____ Fax: _____ E-mail: _____
 Product Purchased: _____

Note: Additional references may be attached and provided.



City of
D E E R F I E L D
B E A C H

ADDENDUM #1

ITB #2012-13/05
COVE GARDENS NEIGHBORHOOD IMPROVEMENTS

December 21, 2012

Our records indicate your firm is a plan holder of the above referenced ITB. The following information is being transmitted to change the Bid Schedule pages. Also, questions and answers regarding the scope of services:

1. **REPLACE:** Section 00600 – Bid Package, Bid Schedule Page 13 of 32 thru Page 16 of 32 with Page 13A of 32 thru Page 16A of 32.
2. **REPLACE:** Section 01025 – MEASUREMENT AND PAYMENT, Page 10 of 11 with Page 10A of 11 and Page 11 of 11 with Page 11A of 11.

NOTE: Words and Numbers ~~Struck Through~~ are deletions.
Numbers **bold and underlined** are changed.

3. **QUESTIONS AND ANSWERS:** (1 thru 6)
4. Changes have been made to the following section:

Section	Page	Action
00600 – Bid Package, Bid Schedule	14 of 32	Item #18 - Mill existing asphalt pavement thickness is reduced to a depth of one inch (1").
00600 – Bid Package, Bid Schedule	14 of 32	Item #19 - Furnish and Install Asphalt Pavement – Type S-1 (2 nd Lift) thickness is reduced to a depth of one inch (1").
00600 – Bid Package, Bid Schedule	14 of 32	Item #20 - Furnish and Install Asphalt Pavement – Type S-III (1 st Lift) thickness is reduced to a depth of one inch (1").
00600 – Bid Package, Bid Schedule	16 of 32	Item #55 - Furnish and Install New Irrigation System was included in the original bid schedule has been deleted from the SECTION 00600 – BID PACKAGE, Bid Schedule, Page 16 of 32.
00600 – Bid Package, Bid Schedule	16 of 32	Item #56 - Furnish and Install Electrical Service, Distribution Panel, Control Cabinet and Photocel.

A signed copy of this addendum shall be included in your bid, due Wednesday, February 13, 2013 at 11:00 a.m.

Paul Collette, Buyer
City of Deerfield Beach


Bidder's Name

2/21/2013
Date

MBR CONSTRUCTION, INC.
1020 NW 51ST STREET
Company Name
FORT LAUDERDALE, FL 33309
954-486-8404 • FAX: 954-486-9579



City of
D E E R F I E L D
B E A C H

ADDENDUM #2

ITB #2012-13/05

COVE GARDENS NEIGHBORHOOD IMPROVEMENTS

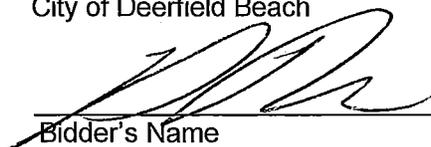
January 17, 2013

Our records indicate your firm is a plan holder of the above referenced ITB. The following information is being transmitted to add information to the bid documents.

1. **ADD:** Geotechnical Exploration Figure 1 - Exfiltration Test No. 1, Exfiltration Test No. 2, Exfiltration Test No. 3, Limitation of Liability, Soil and Rock Classification Criteria.

A signed copy of this addendum shall be included in your bid, due Wednesday, February 13, 2013 at 11:00 a.m.

Paul Collette, Buyer
City of Deerfield Beach


Bidder's Name

MBR CONSTRUCTION, INC.

Company Name

**1020 NW 51ST STREET
FORT LAUDERDALE, FL 33309
954-486-8404 • FAX: 954-486-9579**

Date

2/21/2013



City of
D E E R F I E L D
B E A C H

ADDENDUM #3

ITB #2012-13/05
COVE GARDENS NEIGHBORHOOD IMPROVEMENTS

January 24, 2013

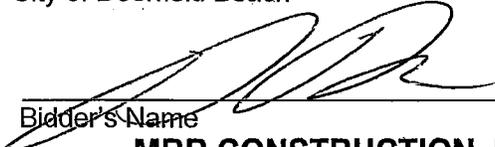
Our records indicate your firm is a plan holder of the above referenced ITB. The following information is being transmitted to change the Bid Schedule pages. Also, questions and answers.

1. **REPLACE PAGES:** 14A of 32 with Page 14B of 32
11A of 11 with Page 15B of 32
2. **NOTE:** Words and Numbers ~~Struck Through~~ are deletions.
Words and Numbers **bold and underlined** are additions.
3. **QUESTIONS AND ANSWERS:** (1 and 2)

A signed copy of this addendum shall be included in your bid, due Wednesday, February 13, 2013 at 11:00 a.m.

Paul Collette, Buyer
City of Deerfield Beach

Bidder's Name



MBR CONSTRUCTION, INC.

Date

2/21/2013

Company Name

1020 NW 51ST STREET
FORT LAUDERDALE, FL 33309
954-486-8404 • FAX: 954-486-9579



City of
D E E R F I E L D
B E A C H

ADDENDUM #4
ITB #2012-13/05
COVE GARDENS NEIGHBORHOOD IMPROVEMENTS

February 1, 2013

Our records indicate your firm is a plan holder of the above referenced ITB. The following information is being transmitted to add information to the bid documents.

1. **Questions and Answers:** (1 thru 3)
2. **ADD:** Electrical Notes and Details Drawing E-8, Page 58 of 60.

A signed copy of this addendum shall be included in your bid, due Wednesday, February 13, 2013 at 11:00 a.m.

Paul Collette, Buyer
City of Deerfield Beach


Bidder's Name

MBR CONSTRUCTION, INC.
1020 NW 51ST STREET
Company Name
FORT LAUDERDALE, FL 33309
954-486-8404 • FAX: 954-486-9579

2/21/2013
Date



City of
D E E R F I E L D
B E A C H

ADDENDUM #5

ITB #2012-13/05

COVE GARDENS NEIGHBORHOOD IMPROVEMENTS

February 6, 2013

Our records indicate your firm is a plan holder of the above referenced ITB. The following information is being transmitted to add and change information to the bid documents.

- REPLACE:** Section 00600, Page 16 of 32 with Section 00600, Page 16A of 32.
NOTE: Letters and Numbers **bold and underline** are additions.
Numbers ~~struck through~~ are deletions.
- REPLACE:** Electrical Notes and Details Drawing E-8, Page 58 of 60 with Electrical Notes and Details Drawing E-8a, Page 58a of 60.

A signed copy of this addendum shall be included in your bid, due Wednesday, February 13, 2013 at 11:00 a.m.

Paul Collette, Buyer
City of Deerfield Beach

Bidder's Name

MBR CONSTRUCTION, INC.

Company Name

**1020 NW 51ST STREET
FORT LAUDERDALE, FL 33309
954-486-8404 • FAX: 954-486-9579**

Date

2/21/2013



City of
D E E R F I E L D
B E A C H

ADDENDUM #6

**ITB #2012-13/05
COVE GARDENS NEIGHBORHOOD IMPROVEMENTS**

February 8, 2013

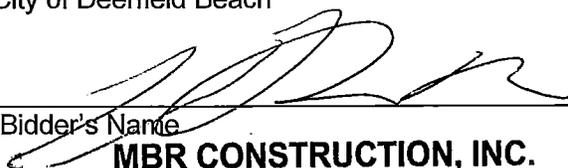
Our records indicate your firm is a plan holder of the above referenced ITB. The following information is being transmitted to make changes to the Bid Opening Date and Time, Bid Schedule pages and plans. Also, questions and answers on the bid documents.

1. **New Bid Opening Date and Time has been extended to Thursday, February 21, 2013 at 2:30 p.m.**
2. **REVISED:** Section 00600 – Bid Package, Bid Schedule Pages. Please disregard any revisions to the Bid Schedule Pages from all previous Addendums and use the attached Revised Bid Schedule Pages as the original.
3. **REPLACE:** Demolition Plans DM-0, Page 11 of 60 thru DM-7, Page 18 of 60 with Demolition Plans DM-0a, Page 11a of 60 thru DM-7a, Page 18a of 60.
4. **NOTE:** On Addendum #4 the Electrical Notes and Details Drawing E-8, Page 58 of 60 added to the bid documents was replaced on Addendum #5 with Electrical Notes and Details Drawing E-8a, Page 58a of 60.
5. **QUESTIONS:** (1 thru 5)

A signed copy of this addendum shall be included in your bid, due Thursday, February 21, 2013 at 2:30 p.m.

Paul Collette, Buyer
City of Deerfield Beach

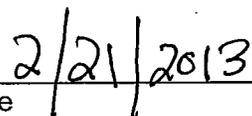
Bidder's Name


MBR CONSTRUCTION, INC.

Company Name

**1020 NW 51ST STREET
FORT LAUDERDALE, FL 33309
954-486-8404 • FAX: 954-486-9579**

Date


2/21/2013



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/11/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Kim S. Nava Insurance Agency, Inc. 4720 N. Federal Hwy. Ft. Lauderdale, FL 33308	CONTACT NAME: PHONE (A/C, No, Ext): 954-776-5220		FAX (A/C, No): 954-776-4527
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID#:		
INSURED MBR CONSTRUCTION, INC. 1020 NW 51 ST. FT. LAUDERDALE, FL 33309-3134	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: State Farm Mutual Automobile Insurance Company		25178
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		1371923 0153151	09/04/2012 09/21/2012	03/04/2013 03/21/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under SPECIAL PROVISIONS below.		N/A				NO STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)

Pioneer Park Boat Ramp Project

CERTIFICATE HOLDER **CANCELLATION**

Additional Insured: City of Deerfield Beach	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/02/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Andrew Noye, CIC, CRIS	954-776-2222	CONTACT NAME:	
	954-776-4446	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Bridgefield Employers Ins. Co.			10701
INSURER B : Nat'l Fire Ins Co of Hartford			20478
INSURER C : North River Insurance Company			21105
INSURER D : Houston Casualty Company			42374
INSURER E :			
INSURER F :			

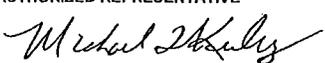
INSURED MBR Construction, Inc.
 Attn: Ron / Mike Boss
 1020 NW 51 Street
 Ft. Lauderdale, FL 33309

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			4026986919 CONTRACTUAL LIAB. INCLUDED	02/22/12	02/22/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	ANY AUTO						Emp Ben. \$ 1,000,000
	ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	HIRED AUTOS						BODILY INJURY (Per person) \$
	SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			5530949469	02/22/12	02/22/13	EACH OCCURRENCE \$ 6,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 12,000,000
	<input type="checkbox"/> CLAIMS-MADE						
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83051338	08/05/12	08/05/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			HCC1262092	10/01/12	10/01/13	Each Claim 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER C133441 City of Deerfield Beach 150 N.E. 2nd Avenue Deerfield Beach, FL 33441	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

C# 6168465

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12062000942

DATE	BATCH NUMBER	LICENSE NBR
06/20/2012	110438346	CGC1512261

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

BOSS, MICHAEL RONALD
MBR CONSTRUCTION INC
1020 NW 51 STREET
FORT LAUDERDALE FL 33309

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013

DBA:
Business Name: M B R CONSTRUCTION CO INC

Receipt #: 180-8690
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: MICHAEL RONALD BOSS
Business Location: 1020 NW 51 ST
FT LAUDERDALE
Business Phone: 954-486-8404

Business Opened: 11/10/2008
State/County/Cert/Reg: CGC1512261
Exemption Code:

Rooms Seats Employees Machines Professionals

9

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
MICHAEL RONALD BOSS
1020 NW 51 ST
FORT LAUDERDALE, FL 33309

Receipt #10B-11-00005096
Paid 07/11/2012 27.00



09-23-2011

JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

* * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * *

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 09/23/2011 EXPIRATION DATE: 09/22/2013

PERSON: BOSS MICHAEL

FEIN: 650373938

BUSINESS NAME AND ADDRESS:

MBR CONSTRUCTION INC
1020 NW 51 STREET
FT LAUDERDALE FL 33309

SCOPES OF BUSINESS OR TRADE:

1- CONSTRUCTION

IMPORTANT: Pursuant to Chapter 440 . 05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt.. apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

QUESTIONS? (850) 413-1609

NC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 01-11

PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION
CONSTRUCTION INDUSTRY
CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA
WORKERS' COMPENSATION LAW



EFFECTIVE: 09/23/2011 EXPIRATION DATE: 09/22/2013

PERSON: MICHAEL BOSS

FEIN: 650373938

BUSINESS NAME AND ADDRESS:

MBR CONSTRUCTION INC
1020 NW 51 STREET
FT LAUDERDALE, FL 33309

SCOPE OF BUSINESS OR TRADE:

1- CONSTRUCTION

IMPORTANT

F Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.

O

L Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt.. apply only within the scope of the business or trade listed on the notice of election to be exempt.

D

H Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

QUESTIONS? (850) 413-1609

CUT HERE

* Carry bottom portion on the job, keep upper portion for your records.

NC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 01-11



09-23-2011

JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

* * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * *

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 09/23/2011 EXPIRATION DATE: 09/22/2013

PERSON: BOSS RONALD

FEIN: 650373938

BUSINESS NAME AND ADDRESS:

MBR CONSTRUCTION INC
1020 NW 51 STREET
FT LAUDERDALE FL 33309

SCOPES OF BUSINESS OR TRADE:

1- CONSTRUCTION

IMPORTANT: Pursuant to Chapter 440 . 05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

QUESTIONS? (850) 413-1609

MC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 01-11

PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION
CONSTRUCTION INDUSTRY
CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA
WORKERS' COMPENSATION LAW



EFFECTIVE: 09/23/2011 EXPIRATION DATE: 09/22/2013

PERSON: RONALD BOSS

FEIN: 650373938

BUSINESS NAME AND ADDRESS:

MBR CONSTRUCTION INC
1020 NW 51 STREET
FT LAUDERDALE, FL 33309

SCOPE OF BUSINESS OR TRADE:

1- CONSTRUCTION

IMPORTANT

F
O
L
D Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.

H
E
R Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt.

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QUESTIONS? (850) 413-1609

CUT HERE

* Carry bottom portion on the job, keep upper portion for your records.

VC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 01-11



MICHAEL R. BOSS, General Contractor

PROFESSIONAL REGISTRATION: General Contractor, Florida CGC1512261

ROLE ON THIS PROJECT: PRINCIPAL/PROJECT DIRECTOR

EXPERIENCE:

Michael Boss is President and one of the founders of MBR Construction. He has an extensive background in construction, with over 30 years experience in South Florida and is currently the Principal in Charge and a licensed General Contractor for MBR Construction.

Although Michael oversees a team of very highly qualified project managers, he has always been a "hands on" owner and will be the Project Manager and point of contact on this project. Michael's main priority on this project will be to maintain a tight schedule, and that throughout the project construction phase, the Utilities Department staff and operations are minimally impacted by the construction activities.

Among his many qualifications, it is relevant to mention his extensive experience in leading our team in the coordination and completion of numerous Design Build Projects. Michael has a proven talent for working through the many levels of details necessary for a construction project's success, and will give you an unswerving dedication to service and honesty.

REFERENCES OF SIMILAR WORK:

**Design Build – Broward County Highway & Engineering Construction Division
Parks and Recreation Section**

Shobhan Smart, Senior Project Manager IV
(954) 296-7312 / ssmart@broward.org
Richard Voss, Senior Project Manager IV
(954) 296-7314 / rvoss@broward.org
William Kristen, Senior Project Manager IV
(954) 577-4637 / wkristen@broward.org
Martin Gross, Engineer IV
(954) 370-3810 / mgross@broward.org

Design Build – Continuing Services for Broward Sheriff's Office

Michael Cahill, Planning Director
(954) 831-8163 / michael_cahill@sheriff.org

Design Build – City of Wilton Manors

Patrick Cann, Director of Leisure Services
(954) 390-2130 / pcann@wiltonmanors.com
David Archacki, Director of Public Services
(954) 390-2190 / darchacki@wiltonmanors.com
Wayne Sheppard, Special Projects & Grants Coordinator
(954) 630-3101 / wsheppard@wiltonmanors.com



PROJECT EXPERIENCE:

- 2012 - **Broward Health**
CHS Healthcare for the Homeless Clinic, CHS Specialty Care Center Interior Renovations.
- 2007 to 2010 - **Broward County Construction Management Division**
Northeast Broward Transit Center, Law Library Expansion Project, Cypress Creek Station west Parking Lot.
- 1998 to 2012 - **Broward County Parks & Recreation**
\$3 million Design Build Miramar Pinelands Natural Area,
\$10 million Design Build District 2 Renovations for Quiet Waters Park, Tradewinds Park, North Broward Park and Deerfield Island Park (Includes Quiet Waters Park Maintenance Building).
\$7 million Design Build Long Key Nature Center and Maintenance-Building
\$2 million Design Build Sunview and Tree Tops Park Improvements,
Fern Forest Nature Center structural Repairs, Hollywood North Beach Carpenter House Exterior and Interior Renovations, Vista View Park Expansion.
- 2005 to 2011 - **Broward County School Board**
Cooper City High School Regional Athletic Facility, Piper High school Regional Athletic facility, Stoneman Douglas Stadium Improvements.
- 2008 to 2011 - **Broward County Sheriff's Office**
Continuing Design Build Services for Broward Sheriff's Office include projects ranging from \$0 to \$500,000 budgets: Juvenile Assessment Center Renovation, Pompano Jail Renovations, Headquarters Building Renovations, Internal Affairs Bureau Renovations, Tactical Training Center Renovations, Main Jail ADA Elevator Addition and Cooper City Sub-station Renovations.
- 2009 to 2011 - **City of Pompano Beach**
Pompano Community Park Phases 2 and 3, Mitchell Moore Park, Cresthaven Park Improvements, Palm Aire Park
- 2000 to 2012 - **City of Fort Lauderdale**
Harbor Beach Entrance and Roadway Renovations, Second Street Corridor Improvements, NE 33rd Avenue Neighborhood Improvements, George English Park, Downtown Heli-stop Staircase Replacement, Lincoln Park, Sunset Memorial Gardens, City Park Garage Rehab Phase II Elevator Replacement, Riverwalk South Regional Park, 2nd Street Corridor Improvements, Peter Feldman Park, Bill Keith Preserve, Fort Lauderdale Beach Park, Floyd Hull Stadium Facility Improvements, Fleet Service Garage Improvements, Signs at Gault Ocean Mile Shops, Flagler Streetscape Improvements .



- 2004 to 2012 - **City of Oakland Park**
FEC Corridor Enhancement, Design Build Engineering Building Renovations, NE 12th Avenue Improvements, NE 12th Avenue Parking Addition.
- 2000 to 2008 - **City of Sunrise**
Sunrise Athletic Complex Improvements, Shotgun Road and Parkway Linear Park, Sunrise Sunset Strip Façade, Sunrise Lakes Entry Features, Pine Island Road Streetscape, Sunset Strip Neighborhood Park, Sunrise Neighborhood Participation Program, Sunrise Civic Center Family Pool, Sunrise Village Multipurpose Center.
- 2007 to 2011 - **City of Wilton Manors**
\$7.2 million Design Build City Hall and Police Station,
\$1.6 million Design Build Richardson Historic Park
Also Design Build Services for various smaller projects as Snook Creek Shelter Repairs, Hagen Park Basket Ball Court, Richardson Manor House Renovations, Richardson Carriage House Renovations, Island City Park Preserve Emergency Generator, ICPP Community Center Addition.
- 2003 to 2005 - **City of Weston**
Weston Entry Signs Phase 1 and Phase 2
- 2010 to 2012 - **City of Lauderhill**
Renovation of Sadkin Community Center, Windermere/Tree Gardens Safe Neighborhood Improvements
- 2008 to 2008 - **City of Lauderdale Lakes**
US 441 & NW 36th Street Island
- 2002 to 2005 - **Town of Lauderdale by the Sea**
Municipal Park, Seagrape Drive Sidewalk and Landscape Improvements, Portals by the sea Phase 1, Portals by the Sea Phase 2.



Memorandum

TO: Kris Mory, CRA Director

FROM: Hiep B. Huynh, P.E. CRA Projects Manager

DATE: March 7, 2013

RE: Cove Gardens Neighborhood Improvement Project.
Bid Award Recommendation / Bid # 2012-13/05, Project # 11260-P

CRA staff and the project engineer have reviewed and evaluated the attached Bid Tabulation and recommend to award the bid to the lowest responsive bidder **MBR Construction, Inc.** for the construction of the above mentioned project for an amount not to exceed **\$1,530,227.57**.

MBR Construction, Inc. had previously performed and satisfactory completed construction of the Greenway Trail in Pioneer Park.

The construction is projected to begin in May 2013 and if no unforeseen circumstances are encountered, will be completed by December 2013.

CC: Burgess Hanson, City Manager
Keven Klopp, Assistant City Manager
Charles DaBrusco, P.E. ES Director
Paul Collette, Buyer
David Santucci, Purchasing Manager
Safiya Brea, P.E., Project Engineer, Chen Moore & Associates



Environmental Protection and Growth Management Department
DEVELOPMENT AND ENVIRONMENTAL REGULATION DIVISION
One N. University Drive • Suite 201 • Plantation, Florida 33324-2038 • 954-519-1483 •

February 15, 2012

City of Deerfield Beach
Attention: Kevin Klopp
150 NE 2nd Avenue
Deerfield Beach, FL 33441

RE: Cove Gardens N.I.P. - Deerfield Beach
City of Deerfield Beach, S/T/R (05-48-43)

This is to notify you of the Environmental Protection and Growth Management Department's (EPGMD) action concerning your application received 09/22/2011. The application has been reviewed for compliance with the following requirements:

ERP Review - GRANTED

EPGMD has the authority to review the project for compliance with Rule 40E-1.603 and Chapter 40E-40 of the Florida Administrative Code pursuant to an agreement between EPGMD, DEP and the SFWMD. The agreement is outlined in a document entitled "DELEGATION AGREEMENT AMONG THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, AND BROWARD COUNTY."

Based on the information submitted, Environmental Resource Standard General Permit No. 06-06446-P was issued on 02/15/2012.

Broward County Surface Water Management Review - GRANTED

EPGMD has reviewed the project for compliance with the Surface Water Management requirements of Chapter 27, Article V Sec. 27-191 through 27-202 of the Broward County Code.

Based on the information submitted, Surface Water Management License No. SWM2012-012-0 was issued on 02/15/2012. The above named licensee is hereby authorized to perform the work or operate the facility shown on the approved drawing(s), plans, documents and specifications, as submitted by licensee, and made a part hereof.

Please be advised that no Certificate of Occupancy can be issued on this project until released, in writing, by all EPGMD divisions as required. Such release will be pending approval of any engineering certifications required by specific condition No. 15.

The above referenced approvals will remain in effect subject to the following:

1. Not receiving a filed request for a Chapter 120, Florida Statutes administrative hearing;
2. the attached SFWMD General Conditions;
3. the attached SFWMD Special Conditions;
4. the attached Broward County General Conditions;
5. the attached Broward County Specific Conditions;
6. the attached 12 exhibits.

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the attached "Notice of Rights", we will assume you agree with the conditions taken by EPGMD.

Sue Gunzburger • Dale V.C. Holness • Kristin D. Jacobs • Chip LaMarca • Ilene Lieberman • Stacy Ritter • John E. Rodstrom, Jr. • Barbara Sharlef • Lois Wexler

www.broward.org

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on 02/15/2012, in accordance with Section 120.60 (3), Florida Statutes.

By: Susan Juncosa
for Elissa Taylor, P.E.
Surface Water Management Program

Enclosed are the following:

- executed staff report;
- set(s) of stamped and approved plans;
- application fee receipts;
- Notice of Rights; and
- Inspection Guidelines Brochure.

Surface Water Management Program

“What to Expect When We Are Inspecting Surface Water Management Systems”

*A guideline for **engineers, contractors, and licensees** of surface water management systems pertaining to the release of Certificates of Occupancy.*

The intent of this document is to establish some guidelines to achieve compliance with the Code while maximizing customer service needs to licensees and their agents and the local building departments by facilitating the Certificate(s) of Occupancy (CO) release procedure for building projects. It is also the intent of this document to encourage licensees and their agents and the local building departments to not put our inspection staff on the “critical path”. ***We recognize that the local building departments must adhere to the requirements of the South Florida Building Code and the requirements of Article I of the Broward County Natural Resource Protection Code.***

The Department of Environmental Regulation (DER) - Surface Water Management Licensing program has the responsibility of reviewing designs, licensing, and inspecting surface water management systems within portions of Broward County under the provisions of the Broward County Natural Resource Protection Code, Chapter 27, Section 27-191 through Section 27-201. This includes enforcement for the purpose of protecting our natural resources. This document contains specific information about the DER’s surface water management inspection procedures, review of record/as-built drawings, and time required to complete the procedure successfully. Please be advised this document may be included with the approved license and may be modified on an as-needed basis.

The following certification package must be submitted at least two (2) weeks prior to the anticipated date of occupancy - exceptions may be made on a case by case basis.

Note: Items 1 & 2 are not applicable to plans stamped as General Licenses (GL##-###). Items 3 & 4 may apply to GL if plans are stamped for construction certification.

1. Final Record/As-built Drawings (**hard copy and electronic**) of the site and lake/canal slopes (where applicable);
2. Final Record/As-built Drawings of the control structure(s) or overflow structure(s) (where applicable);
3. Signed and sealed letter from a Florida-registered Professional Engineer certifying all components of the surface water management system were constructed in substantial conformance with the approved plans; and
4. A \$100 partial certification fee (fees are subject to change) when a partial certification is submitted. *The certifying engineer must indicate that a substantial amount of the water management system has been constructed to serve the partial phase to satisfy the water quality and water quantity requirements of the Code and exactly which lots/buildings are requested for release.*

Staff will perform an inspection on a first-come first-served basis of the above items. A successful submittal of the required items will prevent unwanted delays in the inspection and CO release processes.

WHAT WE LOOK FOR DURING THE RECORD/AS-BUILT DRAWING REVIEW AND DURING THE INSPECTION:

1. The engineer's letter must contain the appropriate certification language. The suggested wording is located in the Code and in the specific conditions of the license. The letter must be signed and sealed. **It is imperative that the engineer of record describe any minor modifications to the system that were made during the construction of the project.** However, substantial modifications must have received prior approval by the Surface Water licensing program.
2. In addition to rim, manhole, and pipe invert elevations, the plans should contain a sufficient amount of survey information to show that the site grades and perimeter grades were constructed in substantial conformance with the approved plans.
3. If part of the approved system, lake and canal slope as-built plans should contain a substantial number of cross sections (a minimum of 1 section per 50 linear feet is preferred) to show compliance with the Department's slope criteria. **The staff reserves the right to require additional slope cross sections as necessary as well as slope regrading.** Surface area calculations at the control elevation should be submitted for lakes.
4. Control structure or overflow structure information must show all (as-built) dimensions and elevations.
5. All catch basin and manhole structures must have appropriate mudwork to prevent seepage that could lead to structure/asphalt failures and subsequent turbidity violations.
6. All catch basins, manholes, and pipes must be relatively free of sediment and debris and must be accessible to staff. Arrangements should be made with staff for inspecting basins that are covered with fabric materials for sediment control purposes. Fabric must be removed by the licensee or other appropriate personnel prior to the inspection.
7. Lake, canal, swale, dry detention/retention area slopes must be stabilized through appropriate measures, i.e., no evidence of erosion or sedimentation should be encountered during the inspection. Arrangements should be made with staff with regards to timeliness of sodding or seeding slopes and bottoms of dry detention/retention areas.
8. All baffle mechanisms must be made water tight at all contact surfaces of basin walls by a durable gasket device.

Successful compliance with the above items will insure a timely release of the Certificate(s) of Occupancy from division staff.

Upon completion of the field inspection, arrangements with inspection staff will be made to correct all observed field deficiencies. With your cooperation, Certificate(s) of Occupancy will be released upon correction of all field deficiencies.

**DEVELOPMENT AND ENVIRONMENTAL REGULATION DIVISION
Surface Water Management Program
1 North University Drive, Suite 201-A • Plantation, Florida 33324
954-519-1483 FAX 954-519-1412**

40e-4.321 Duration of Permits

(1) Unless revoked or otherwise modified, the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C. is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit.

Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. the effective date of the local government's comprehensive plan amendment.
2. the effective date of the local government development order.
3. the date on which the District issues the conceptual approval, or
4. the latest date of the resolution of any Chapter 120.57, F.A.C., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For a noticed general permit issued pursuant to chapter 40-E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. the Governing Board takes action on an application for extension of an individual permit, or
2. staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonable expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to subsection 40E-4.331 (2)(b), F.A.C. (Letter modifications) do not extend the duration of a permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the Broward County Environmental Protection and Growth Management Department's (EPGMD, formerly known as Department of Planning and Environmental Protection or DPEP) action under the "Delegation Agreement Among the Florida Department of Environmental Protection, The South Florida Water Management District and Broward County" has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on an EPGMD decision which does or may determine their substantial interests shall file a petition for hearing with the EPGMD Environmental Compliance Administrator, within 21 days of receipt of written notice of the decision, unless the following shorter time period applies: within 14 days of service of an Administrative Order pursuant to Subsection 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of either written notice through mail, or electronic mail, or posting that the EPGMD has or intends to take final agency action, or publication of notice that the EPGMD has or intends to take final agency action. Any person who receives written notice of an EPGMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

Filing Instructions

The Petition must be filed with the EPGMD Enforcement Administration Section's Environmental Compliance Administrator. Filings with the Environmental Compliance Administrator may be made mail, hand-delivery or facsimile. **Filings by e-mail will not be accepted.** Any person wishing to receive a clerked copy with the date and time stamped must provide an additional copy. A petition for administrative hearing is deemed filed upon receipt during normal business hours by the Environmental Compliance Administrator, at the Broward County government offices in Plantation, Florida. Any document received by the EPGMD Enforcement Administration after 5:00 p.m. shall be filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Environmental Compliance Administrator, Enforcement Administration Section, 1 N University Drive, Suite 307, Plantation, FL 33324.
- Filings by hand-delivery must be delivered to the EPGMD Enforcement Administration Section. **Delivery of a petition to the Broward County security desk does not constitute filing. To ensure proper filing, it will be necessary to request the Broward County security officer to contact the Environmental Compliance Administrator's office.** An employee of the Environmental Compliance Administrator's office will receive and file the petition.
- Filings by facsimile must be transmitted to the EPGMD Enforcement Administration's Office at (954) 519-1493. Pursuant to Subsections 28-106.104(7), (8) and (9), Fla. Admin. Code, a party who files a document by facsimile represents that the original physically signed document will be retained by that party for the duration of that proceeding and of any subsequent appeal or subsequent proceeding in that cause. Any party who elects to file any

document by facsimile shall be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed with the Environmental Compliance Administrator, as a result. The filing date for a document filed by facsimile shall be the date the Environmental Compliance Administrator, receives the complete document.

Initiation of an Administrative Hearing

Pursuant to Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the EPGMD in legible form and on 8 and 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, EPGMD file number or any other EPGMD identification number, if known.
2. The name, address and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the EPGMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the EPGMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the EPGMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the EPGMD to take with respect to the EPGMD's proposed action.

A person may file a request for an extension of time for filing a petition. The EPGMD may, for good cause, grant the request. Requests for extension of time must be filed with the EPGMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the EPGMD and any other parties agree to or oppose the extension. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

If the EPGMD takes action with substantially different impacts on water resources from the notice of intended agency decision, the persons who may be substantially affected shall have an additional point of entry pursuant to Rule 28-106.111, Fla. Admin. Code, unless otherwise provided by law.

Mediation

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-.405, Fla. Admin. Code. The EPGMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Sections 120.60(3) and 120.68, Fla. Stat., a party who is adversely affected by final EPGMD action may seek judicial review of the EPGMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the Environmental Compliance Administrator within 30 days of rendering of the final EPGMD action.

SFWMD General Conditions

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications, and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter, the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the supplied Environmental Resource Permit Construction Completion/Certification Form Number 0881. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings is discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "As-built" or "Record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, has submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District (August 1995) accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.
8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.

9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District (August 1995), prior to lot or unit sales or prior to the completion of the system, whichever occurs first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, where appropriate. For those systems which are proposed to be maintained by the County or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C.
12. The permittee is hereby advised that Section 253.77, F.S. stated that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a General Permit pursuant to Subsection 40E-20.302(4), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

SFWMD Special Conditions

1. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
2. Measures shall be taken during construction to insure that sedimentation and/or turbidity problems are not created in the receiving water.
3. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
4. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
5. The conditions outlined in the Broward County Specific Conditions section, except where language specifically relates to Broward County Code, are incorporated into these SFWMD Special Conditions.
6. Operation of the surface water management system shall be the responsibility of permittee.

Broward County General Conditions

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the licensee and must be completed by the licensee and are enforceable by the Environmental Protection and Growth Management Department (EPGMD) pursuant to Chapter 27 of the Broward County Code of Ordinances. The EPGMD will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives.
2. This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by the EPGMD.
3. In the event the licensee is temporarily unable to comply with any of the conditions of the license or with this chapter, the licensee shall notify the EPGMD within eight (8) hours or as stated in the specific section of this chapter. Within three (3) working days of the event, the licensee shall submit a written report to EPGMD that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operation with the license condition.
4. The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violations of federal, state or local laws or regulations.
5. This license must be available for inspection on licensee's premises during the entire life of the license.
6. By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the EPGMD, may be used by the EPGMD as evidence in any enforcement proceeding arising under Chapter 27 of the Broward County Code of Ordinances, except where such use is prohibited by Section 403.111, Florida Statutes.
7. The licensee agrees to comply with Chapter 27 of the Broward County Code of Ordinances, and shall comply with all provisions of the most current version of this chapter, as amended.
8. Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of Chapter 27 that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.
9. The licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times by EPGMD personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27 of the Broward County Code of Ordinances.
10. This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.
11. Enforcement of the terms and provisions of this license shall be at the reasonable discretion of EPGMD, and any forbearance on behalf of EPGMD to exercise its rights hereunder in the event of any breach by the licensee, shall not be deemed or construed to be a waiver of EPGMD's rights hereunder.

Broward County Specific Conditions

1. The licensee shall allow authorized personnel of the Development and Environmental Regulation Division (DER), municipality or local water control district to conduct such inspections at reasonable hours, as are necessary to determine compliance with the requirements of the license and the approved plans and specifications.
2. The responsible entity shall agree to maintain the operating efficiency of the water management works. Except in cases where the responsible entity is a governmental agency, the agreement shall further require that if the water management works is not adequately maintained, the County may undertake the required work and bill all associated costs to the responsible entity. If the payment for such obligations is not satisfied within 30 days, said obligation shall become a lien against the property associated with the water management works. Where ownership of the water management works is separate from property ownership, the DER shall require these agreements to be recorded.
3. The licensee shall prosecute the work authorized in a manner so as to minimize any adverse impact of the works on fish, wildlife, natural environmental values, and water quality. The licensee shall institute necessary measures during the construction period, including fill compaction of any fill material placed around newly installed structures, to reduce erosion, turbidity, nutrient loading and sedimentation in the receiving waters. Any erosion, shoaling or deleterious discharges due to permitted actions will be corrected promptly at no expense to the County.
4. The licensee shall comply with all applicable local land use and subdivision regulations and other local requirements. In addition, the licensee shall obtain all necessary Federal, State, local and special district authorizations prior to the start of any construction alteration of works authorized by this license.
5. Offsite discharges during construction and development shall be made only through the facilities authorized by this license. Water discharged from the project shall be through structures having a mechanism for regulating upstream water stages. Stages may be subject to operating schedules satisfactory to the appropriate regulatory agency.
6. The licensee shall hold and save the County harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, operation, maintenance or use of any facility authorized by the license.
7. The license does not convey property rights nor any rights or privileges other than those specified therein.
8. No construction authorized by the license shall commence until a responsible entity acceptable to the DER has been established and has agreed to operate and maintain the efficiency of the system. The entity must be provided with sufficient ownership so that it has control over all water management facilities authorized therein. Upon receipt of written evidence of the satisfaction of this condition, the DER will issue authorization to commence the construction.
9. No beautification, or erection of any structure that will prohibit or limit access of maintenance equipment or vehicles in the right-of-way or easements will be allowed.
10. Any license which grants any entity the permission to place a structure on property which is owned by Broward County or upon which Broward County has an easement shall be construed to create a revocable license for that structure to remain on the property. Broward County may require removal of such a structure at no cost to the County.
11. The area under license will be maintained in a safe and operating condition at all times. Equipment will be promptly removed from the right-of-way or easement and the right-of-way or easement will be restored to its original or better condition within a reasonable time on termination of the authorized use.
12. The DER will be notified, as required in the license or as indicated on the approved plans, to coordinate and schedule inspections.
13. The operation or construction will be in accordance with the approved details and plans submitted with the application. Any modification must be submitted to the DER in writing and receive prior approval.
14. Monitoring may be required for sites with high pollutant generating potential, such as industrial sites, Class I and II solid waste disposal sites, and projects discharging to areas identified in Section 27-200 (b) (1) (o). Such monitoring will be under the cognizance of the DER.

15. Upon completion of the construction of a surface water management system or phase thereof licensed by the DER, it is a requirement of the issuance of the license, and hence transfer of operation and maintenance responsibility, that a Florida Registered Professional Engineer certify that the surface water management system was indeed constructed as licensed. Certified record drawings shall accompany the certification. Suggested wording for this is as follows:

I HEREBY CERTIFY TO THE CONSTRUCTION COMPLETION OF ALL THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES FOR THE ABOVE REFERENCES PROJECT AND THAT THEY HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE BROWARD COUNTY DER, AND HEREBY AFFIX MY SEAL THIS _____ DAY OF _____, 20____.

(SEAL)

16. Water management areas shall be legally reserved to the operation entity and for that purpose by dedication on the plat, deed restrictions, easements, etc., so that subsequent owners or others may not remove such areas from their intended use. Management areas, including maintenance easements, shall be connected to a public road or other location from which operation and maintenance access is legally and physically available.

17. The licensee shall notify the DER in writing within twenty-four (24) hours of the start, finish, suspension, and/or abandonment of any construction or alteration of works authorized by this license.

18. A prorated share of surface water management retention/detention areas, sufficient to provide the required flood protection and water quality treatment, must be provided prior to occupancy of any building or residence.

19. The operation license shall be valid for a specific period of time not to exceed five (5) years from the date the license is transferred to the operation phase. The operation license shall be renewed in accordance with Section 27 - 198 (d) (2) of the Article.

20. The DER reserves the right to require additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.

21. This permit does not constitute the approval required by Section 27-353(i), Broward County Code, to conduct dewatering operations at or within one-quarter mile radius of a contaminated site. Please contact the Pollution Prevention and Remediation Division at (954) 519-1260 for further information.

22. The licensee shall keep a log of the operation and maintenance schedule for all components of the surface water management system.

23. The surface water management system must be inspected by the Surface Water Management Section to verify compliance with Specific Condition No. 15 of the license. In accordance with the Broward County Natural Resource Protection Code, Article I, Sec. 27-66 (f), the County agency or municipal agency charged with issuing a certificate of occupancy (CO) shall not issue a CO until notified of the DER approval. Partial certifications will be handled in accordance with Specific Condition No. 18.

24. The licensee is required to submit a Storm Water Notice of Intent (NOI) application at least 48 hours prior to the commencement of construction to the Florida Department of Environmental Protection, NPDES Stormwater Program, 2600 Blair Stone Road Mail Station 2510, Tallahassee, FL 32399-2400.

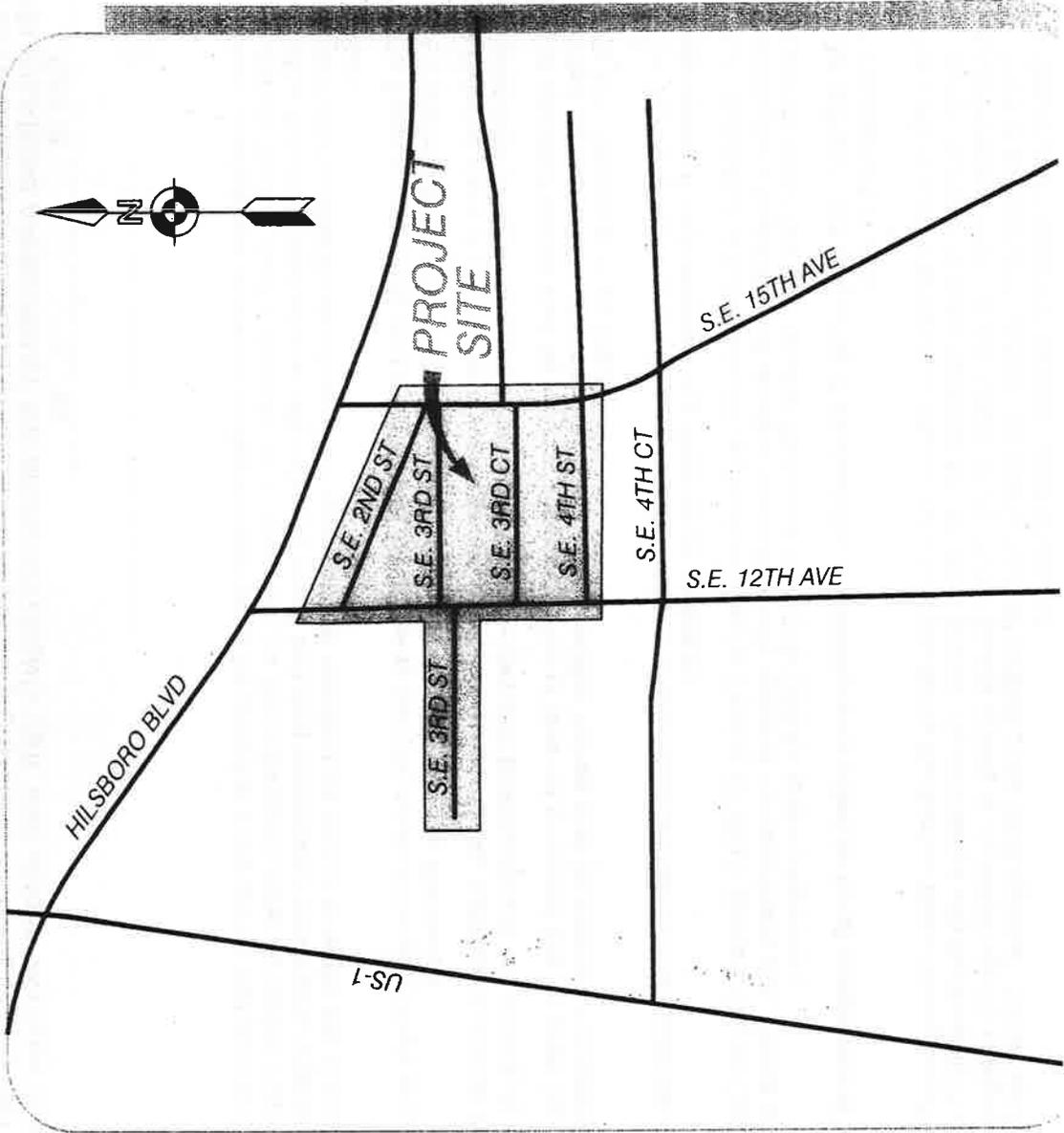


Exhibit 1

STAFF REPORT

Project Name: Cove Gardens N.I.P. - Deerfield Beach
Permit Number: 06-06446-P **License Number:** SWM2012-012-0
Application Number: 110922-18 **Concurrent Application** L2011-111
Application Type: New Environmental Resource
Location: Broward County **Section-Township-Range:** 05-48-43
Permittee's Name: City of Deerfield Beach

Project Area: 5.99 acres **Drainage Area:** 20 acres
Project Land Use: Roadway
Drainage Basin: Coastal
Receiving Body: No Discharge

Purpose:

The construction and operation of a surface water management system to serve 5.99 acres of right-of-way within a 20 acre residential area of Deerfield Beach.

Project Evaluation:

Project Site Description:

The roadways are presently developed containing surface water management systems that do not provide water quality treatment of storm runoff. The area is generally bordered by S Federal Hwy, SE 15 Ave, SE 4 Ct, and Hillsboro Blvd.

Proposed Project Design:

The proposed construction will include a system of reconstructed roadside swales, inlets, and culverts which will direct the storm runoff to 2,249 LF of exfiltration trench for water quality treatment and storm runoff attenuation. The applicant's consultant has demonstrated that no adverse water quantity impacts will occur as a result of the proposed project.

Control Elevation:

<u>Basin Name</u>	<u>Area</u>	<u>Ctrl Elevation</u>	<u>WSWT Ctrl Elev.</u>	<u>Method of Determination</u>
Cove Gardens	5.99 acres	2 ft, NGVD	2 ft, NGVD	BC Avg. Wet Season Water Table Map

Water Quality Design:

Water quality treatment will be provided in the exfiltration trench system for 2.5 inches times the percent impervious over the project area.

<u>Basin Name</u>	<u>Treatment Type</u>	<u>Treatment Method</u>	<u>Volume Required</u>	<u>Volume Provided</u>
Cove Gardens	Treatment	Exfiltration Trench	0.92 ac-ft	1.82 ac-ft
			Total: 1.82 ac-ft	

2A

Environmental Summary:

No wetland areas were identified within the project area and no wetland impacts are anticipated from the development of this parcel. Therefore, no wetland mitigation requirements have been included in the permit for this project.

The proposed activities have been evaluated for potential secondary and cumulative impacts and to determine if the project is contrary to the public interest. Based upon the proposed project design, DER has determined that the project will not cause adverse secondary or cumulative impacts to the water resources and is not contrary to the public interest.

Special Concerns:

Operating Entity: City of Deerfield Beach
Attention: Kevin Klopp
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Waste Water System/Supplier: BCUD #4

Exhibit 2c

STAFF RECOMMENDATION:

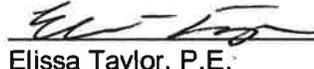
South Florida Water Management District and Broward County rules have been adhered to and a General Permit should be granted.

SWM2012-012-0

Surface Water Management Program:



David Zeller



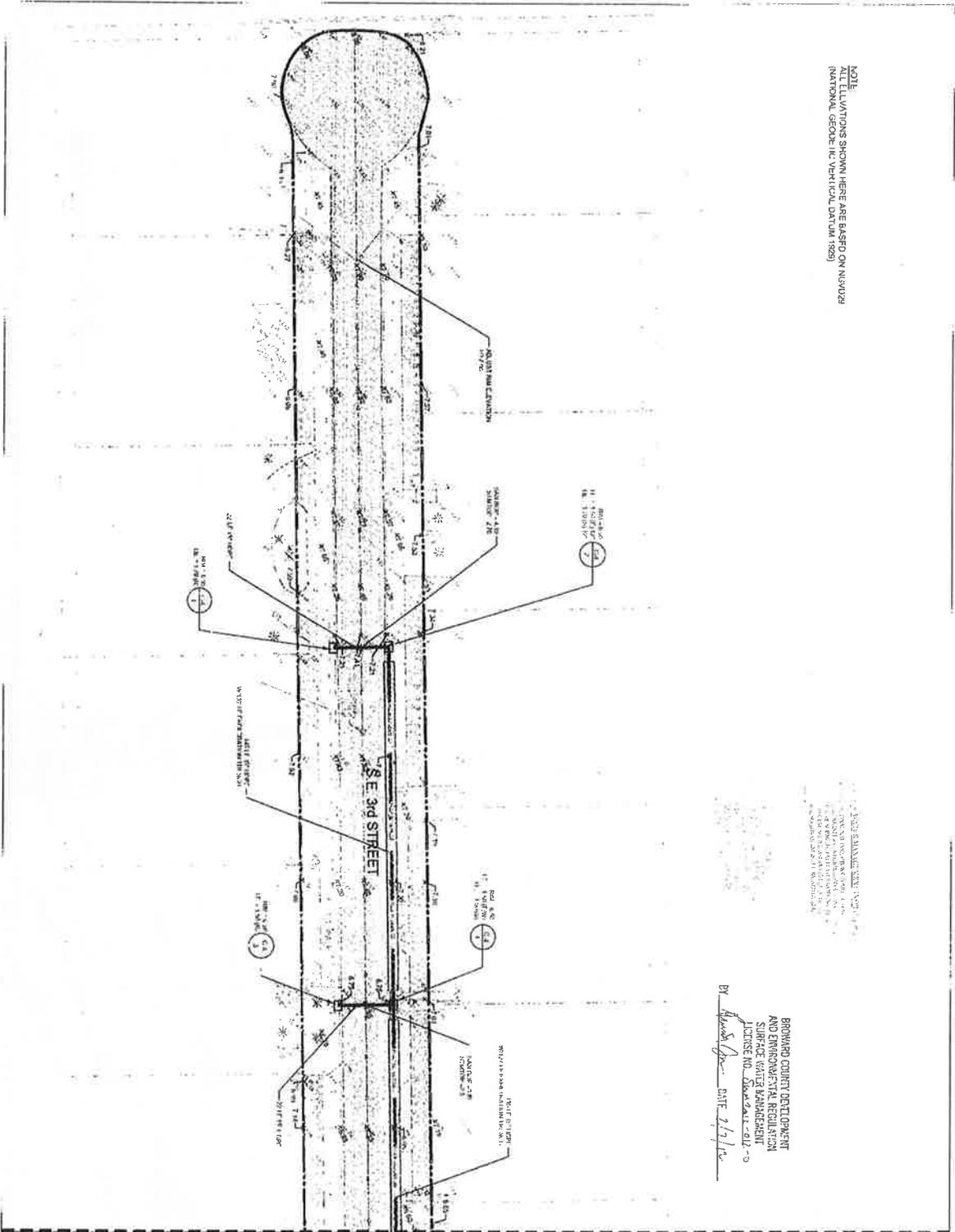
Elissa Taylor, P.E.

Aquatic and Wetland Resources Program:



Linda Sunderland, Manager

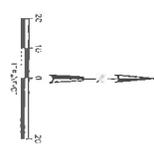
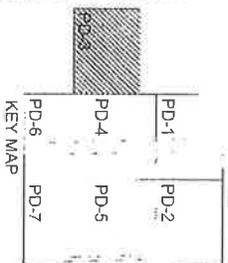
NOTE
 ALL ELEVATIONS SHOWN HERE ARE BASED ON NAVD83
 NATIONAL GEODETIC VERTICAL DATUM 1983



PROJECT NAME: COVE GARDENS IMPROVEMENTS
 PROJECT NO.: 2024-001
 SHEET NO.: PD-4

FORWARD COMMITMENT
 AND ENVIRONMENTAL REGULATION
 SURFACE WATER MANAGEMENT
 LICENSE NO. 2000-2411-012-7
 BY: *[Signature]* DATE: 2/1/24

MATCHLINE (SEE SHEET PD-4)



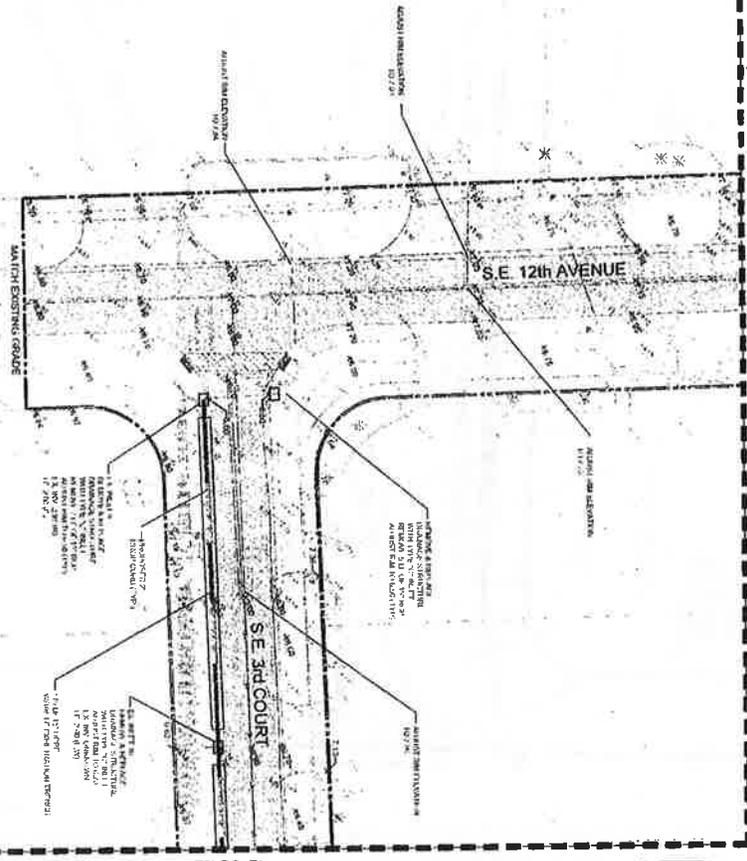
- LEGEND**
- CONCRETE PAVEMENT
 - ASPHALT PAVEMENT
 - GRAVEL
 - GRAVEL UNDERLAY
 - GRAVEL CURB
 - GRAVEL SHOULDER
 - GRAVEL DRIVEWAY
 - GRAVEL DRIVEWAY UNDERLAY
 - GRAVEL DRIVEWAY CURB
 - GRAVEL DRIVEWAY SHOULDER
 - GRAVEL DRIVEWAY UNDERLAY UNDERLAY
 - GRAVEL DRIVEWAY UNDERLAY CURB
 - GRAVEL DRIVEWAY UNDERLAY SHOULDER
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5

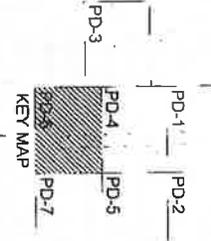
MATCHLINE (SEE SHEET PD-4)

NOTE:
 ALL ELEVATIONS SHOWN HERE ARE BASED ON NAVD83
 (NATIONAL GEODETIC VERTICAL DATUM 1929)

BROWARD COUNTY DEVELOPMENT
 AND ENVIRONMENTAL REGULATION
 SURFACE WATER MANAGEMENT
 LICENSE NO. AW44444-012-8
 [Signature] C.E.T. 1/1/14



MATCHLINE (SEE SHEET PD-7)



PROPOSED MATERIALS

ASPHALT DRIVE	ASPHALT
CONCRETE DRIVE	CONCRETE
PAVING & GRADING	PAVING & GRADING
EXISTING UTILITIES	EXISTING UTILITIES
PROPOSED UTILITIES	PROPOSED UTILITIES

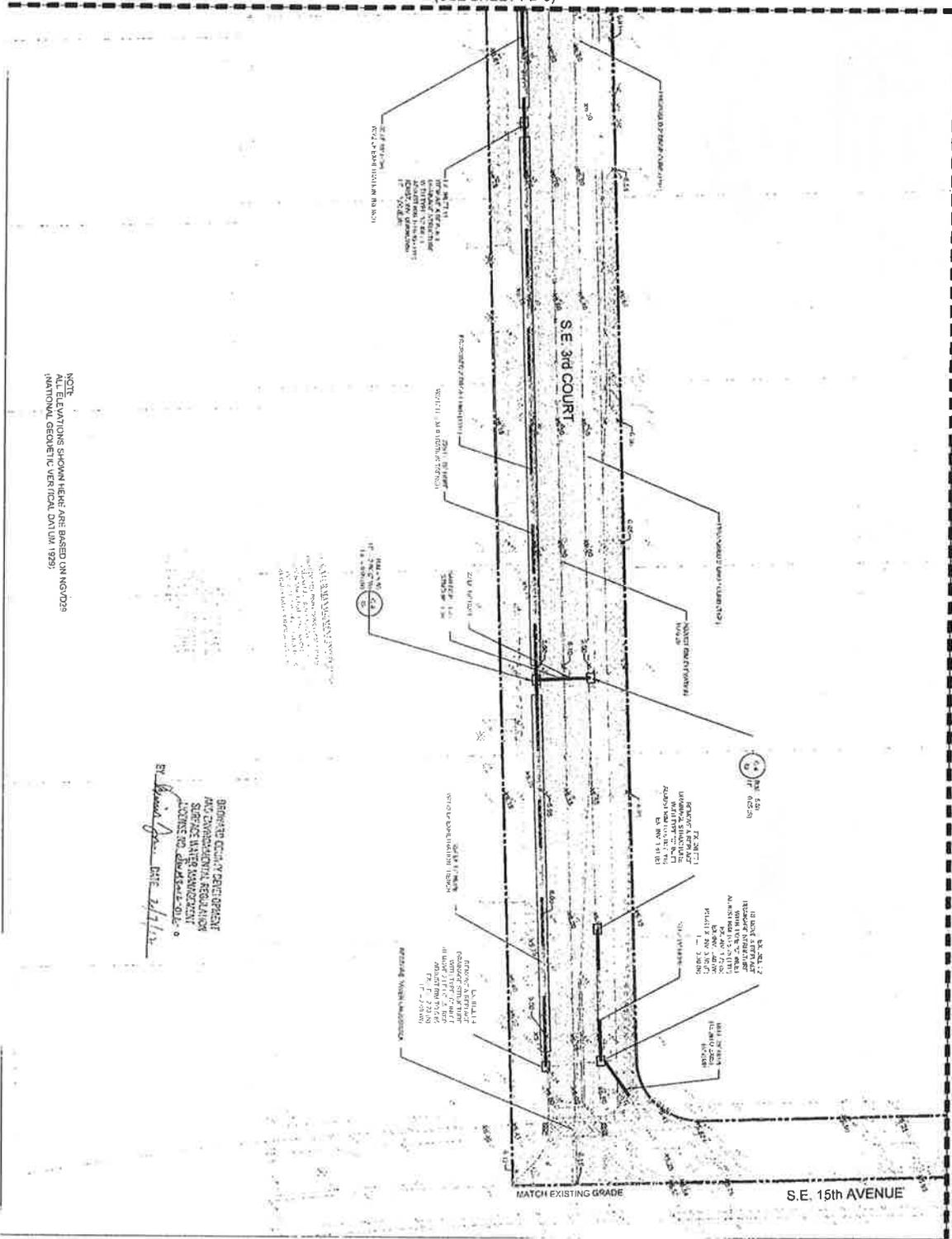
- 1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
- 2. ALL ELEVATIONS ARE IN FEET UNLESS OTHERWISE NOTED.
- 3. ALL UTILITIES ARE TO BE INSTALLED AT THE PROPOSED DEPTHS AND SPACINGS SHOWN ON THIS PLAN.
- 4. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- 5. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- 6. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- 7. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- 8. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- 9. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- 10. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

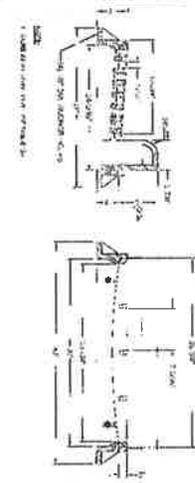
			CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY <small>1100 W. DEERFIELD BEACH BLVD. DEERFIELD BEACH, FL 33442</small>	SHEET NO. PD-6 PROJECT NO. 12345 DATE: 01/23/17
			COVE GARDENS IMPROVEMENTS PAVING, GRADING, & DRAINAGE PLAN	DESIGNER: [Signature] CHECKED: [Signature] APPROVED: [Signature]

8

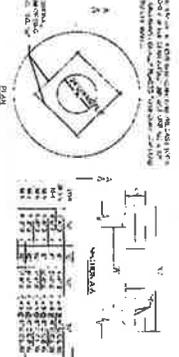
MATCHLINE (SEE SHEET PD-6)

MATCHLINE (SEE SHEET PD-5)

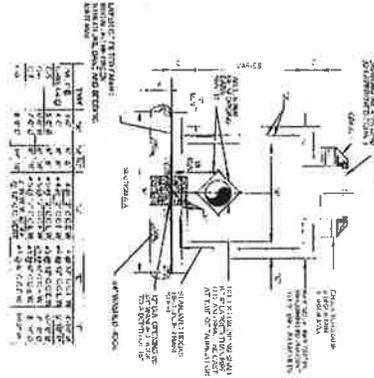




USF EXHAUST & CATCHER FRAME HOOD AND GRAVE SERIES
N.T.S.



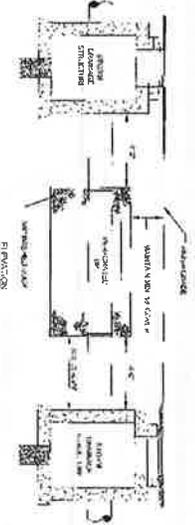
PRECAST CONCRETE TOP SLAB MANHOLE
N.T.S.



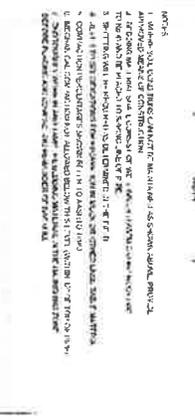
PRECAST CONCRETE TOP SLAB
N.T.S.



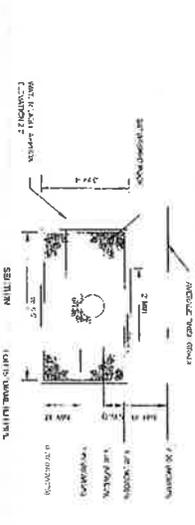
PRECAST CONCRETE TOP SLAB MANHOLE
N.T.S.



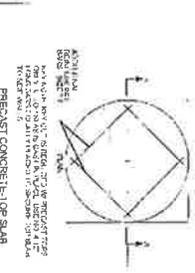
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N.T.S.



PRECAST CONCRETE TOP SLAB
N.T.S.



PRECAST CONCRETE TOP SLAB
N.T.S.



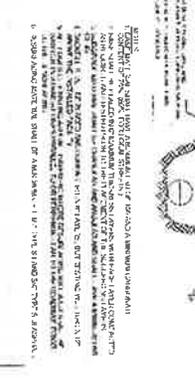
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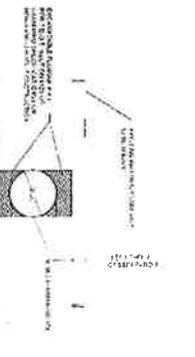
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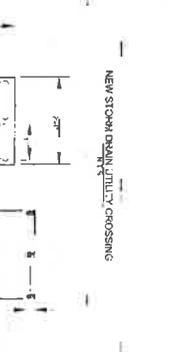
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N.T.S.



PRECAST CONCRETE TOP SLAB
N.T.S.



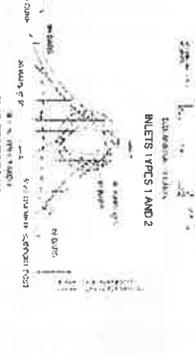
PRECAST CONCRETE TOP SLAB
N.T.S.



PRECAST CONCRETE TOP SLAB
N.T.S.



PRECAST CONCRETE TOP SLAB
N.T.S.



PRECAST CONCRETE TOP SLAB
N.T.S.

NOTES:
1. ALL CONCRETE SHALL BE 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI.
2. ALL REINFORCING SHALL BE #4 BARS.
3. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
4. ALL FINISHES SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
5. ALL CONNECTIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
6. ALL MATERIALS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DEERFIELD BEACH SPECIFICATIONS.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DEERFIELD BEACH STANDARD SPECIFICATIONS.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DEERFIELD BEACH STANDARD SPECIFICATIONS.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DEERFIELD BEACH STANDARD SPECIFICATIONS.

COVE GARDENS IMPROVEMENTS
DETAILS

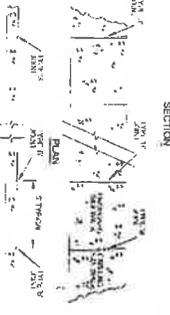
CHESTER MOORE
KANSAS CITY

CITY OF DEERFIELD BEACH
COMMUNITY DEVELOPMENT AGENCY

DATE: 01/19/22
DRAWN BY: J.M.
CHECKED BY: J.M.
APPROVED BY: J.M.

NO.	DATE	DESCRIPTION
1		ISSUED FOR PERMITS
2		ISSUED FOR CONSTRUCTION
3		ISSUED FOR AS-BUILT

10



- NOTES:**
1. MATERIALS SHALL BE AS SHOWN.
 2. SIDEWALK SHALL BE 18" WIDE MINIMUM.
 3. CURB SHALL BE 4" HIGH MINIMUM.
 4. GUTTER SHALL BE 2" DEEP MINIMUM.
 5. SEE SPECIFICATIONS FOR MATERIALS.

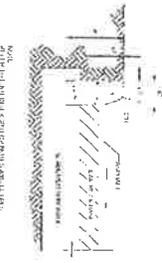
SIDEWALK DETAILS
N.T.S.



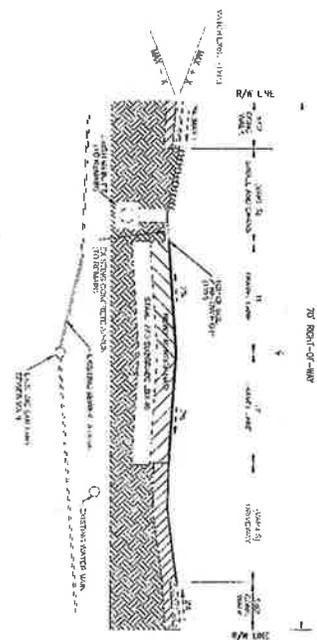
TYPE 'F' CURB & GUTTER
N.T.S.



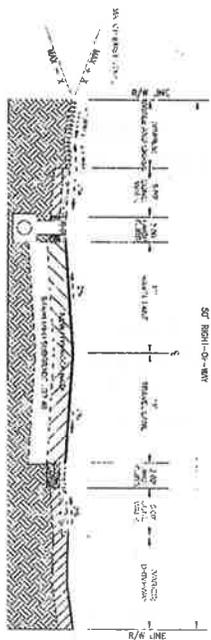
FLARED END
N.T.S.



FOOT TYPE 'D' CONCRETE CURB
N.T.S.



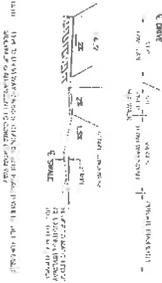
TYPICAL 'A' ROAD SECTION E. 23TH AVE
N.T.S.



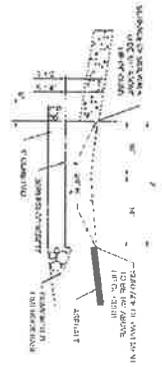
TYPICAL 'B' ROAD SECTION
N.T.S.



TYPICAL 'C' ROAD SECTION
N.T.S.



TYPICAL 'D' ROAD SECTION
N.T.S.



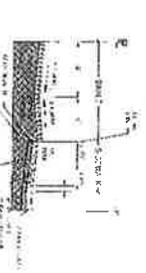
TYPICAL 'E' ROAD SECTION
N.T.S.



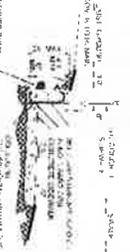
TYPICAL 'F' ROAD SECTION
N.T.S.



SECTION A
N.T.S.



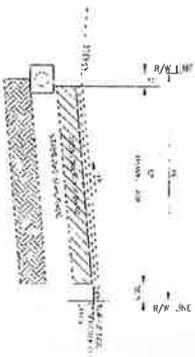
SECTION B
N.T.S.



SECTION C
N.T.S.



REMAINING WALL
N.T.S.



TYPICAL 'G' ROAD SECTION
N.T.S.

FOR ROADWAY DEVELOPMENT AND IMPROVEMENTS, SEE PLAN SHEETS FOR THE PROJECT. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.

**STAFF REPORT DISTRIBUTION LIST
ADDRESSES**

Owner:

City of Deerfield Beach
Attention: Kevin Klopp
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Applicant:

City of Deerfield Beach
Attention: Kevin Klopp
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Engineering

Consultant:

Chen Moore and Associates
Attention: Safiya Brea, P.E.
500 W Cypress Creek Rd, Ste 410
Fort Lauderdale, FL 33309

Other:

City of Deerfield Beach Building Official
Army Corps of Engineers

City of Deerfield Beach Cove Gardens Improvements

DRAINAGE CALCULATIONS

Chen Moore and Associates

Project Number: 135.003

Engineer: STB

Date: 02/07/12

GENERAL INFORMATION

Site Location: Cove Gardens Neighborhood Improvement Project
 Surface Water Licenses: TBD

PROJECT DATA

Site Location	Existing Conditions			Proposed Conditions			Total Site Area (AC)
	Pervious Area (AC)	Pavement Area (AC)	Building Area (AC)	Pervious Area (AC)	Pavement Area (AC)	Building Area (AC)	
ROW	1.20	4.79	0.00	1.56	4.43	0.00	5.99
Total	1.20	4.79	0.00	1.56	4.43	0.00	5.99

Site Elevations:
 Minimum Road Crown: 5.75 feet NGVD
 Minimum Floor Elevation: N/A feet NGVD
 Water Table Elevation: 2.00 feet NGVD

Design Storm Rainfall:
 25-year 72-hour: 15.0 inches * Discharge Criteria
 10-year 24-hour: 8.0 inches * Right of Way Criteria

WATER QUALITY RETENTION REQUIRED

First Inch of Runoff
 1.0 IN x 5.99 AC x (1 FT / 12 IN) = 0.50 Acre-Feet

2.5 Times Impervious

Site Area for Water Quality: 5.99 Acres - 0.00 Acres = 5.99 Acres
 Impervious Area for Water Quality: 5.99 Acres - 1.56 Acres = 4.43 Acres
 Percentage of Imperviousness for Water Quality: 4.43 Acres / 5.99 Acres x 100 = 74.0%
 Amount of Runoff to be Treated: 2.50 Inches x 0.74 = 1.85 Inches
 Volume Required for Quality Retention: 1.85 Inches x 5.99 AC x (1 FT / 12 IN) = 0.92 Acre-Feet

Retention Required: 0.92 Acre-Feet

GROUND STORAGE PROVIDED

WATER TABLE ELEVATION: 2.00 N.G.V.D.

Land Use	Total Area (AC)	Pervious Area (AC)	Average Ground Elevation (NGVD)	Depth to Water Table (FT)	Ground Storage (IN)	Ground Storage (AC*FT)	Ground Storage S (IN)	DCIA (%)	CN
Impervious Area	4.79	0.00	5.75	3.75	0.00	0.00			
Pervious Area	1.20	1.20	5.75	3.75	8.18	0.82			
Total:	5.99	1.20				0.82	1.64	74.0%	82.19

EXFILTRATION VOLUME PROVIDED

Hydraulic Conductivity (K): 1.75E-04 CFS/SF*FT Head

Exfiltration Location	Pipe Diameter (IN)	Trench Length (FT)	Trench Width (FT)	Depth to Water Table (FT)	Saturated Trench Depth (FT)	Dry Trench Depth (FT)	Volume (AC*FT)
Main Beach Parking Lot	15	2249	5.50	3.75	2.00	2.00	1.82

* Swales also provide additional volume not included in this calculation which increases the water quality provided.

TOTAL WATER QUALITY VOLUME PROVIDED

Exfiltration Trench: 1.82 Acre*Feet
 Water Quality Provided: 1.82 Acre*Feet > Water Quality Required: 0.92 Acre*Feet



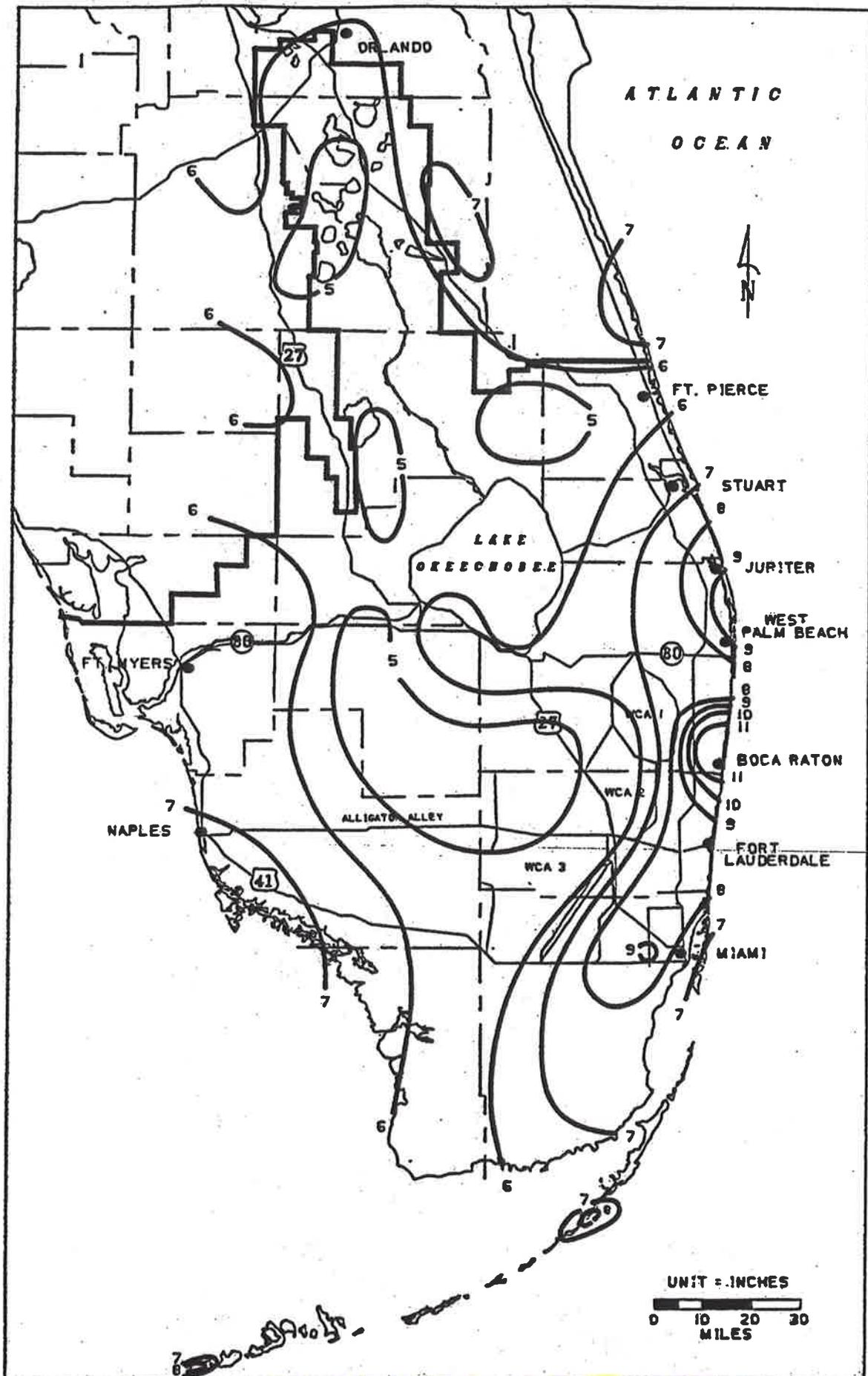


FIGURE C-4. 1-DAY RAINFALL: 10-YEAR RETURN PERIOD



Exfiltration Test

Client:	<u>Chen Moore & Associates</u>	Order No <u>14436.12</u>
Project:	<u>Cove Gardens Improvements</u>	Report No <u>1</u>
Location:	<u>S. of Hillsboro Blvd. & E. of SE 15 Ave., Deerfield Beach, FL</u>	Date: <u>5/18/11</u>
Test:	<u>Usual Open Hole Exfiltration Test</u>	
Surface Elevation:	<u>At Road Crown</u>	Water table from ground surface: <u>4</u>
Casing Diameter:	<u>6"</u>	
Tube Depth:	<u>10'</u>	

EXFIL NO. 1	One Minute Increme	Pump Rate in Gal/Min
	1	4.0
	2	4.0
	3	4.0
	4	4.0
	5	4.0
	6	4.0
	7	4.0
	8	4.0
	9	4.0
	10	4.0

Sample Location: East bound lane @ 1441 SE 3 Court

Material:	0 to 1"	ASPHALT
	1" to 1'	Tan quartz fine SAND & LIMESTONE fragments
	1' to 3'	Gray quartz fine SAND
	3' to 5'	Dark brown quartz fine SAND, trace roots
	5' to 10'	Brown quartz fine SAND

K = 1.75 x 10⁻⁴ cfs/ft².ft.head

Project Name: Cove Gardens
 Reviewer: SBrea
 Project Number: 135.003
 Period Begin: Jul 14, 2011;0000 hr End: Jul 30, 2011;0000 hr Duration: 384 hr
 Time Step: 0.2 hr, Iterations: 10

Basin 1: Cove Gardnes ROW

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 24 hr
 Design Frequency: 10 year
 1 Day Rainfall: 8 inches
 Area: 5.99 acres
 Ground Storage: 1.64 inches
 Time of Concentration: 0.1 hours
 Initial Stage: 3 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.50	0.00
4.00	0.00
4.50	0.00
5.00	0.00
5.50	0.00
6.00	0.07
6.50	0.86
7.00	2.70
7.50	5.28
8.00	8.11
8.50	11.08
9.00	14.06
9.50	17.05
10.00	20.04

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
Cove Gardnes R	7.09	25.00	3.00	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Cove Gardnes R	3.15	0.00	0.00	0.00	3.15	0.00



Legend

Edge type

— Soft Edge

Elevation

9.195 - 9.92
8.471 - 9.195
7.746 - 8.471
7.022 - 7.746
6.297 - 7.022
5.573 - 6.297
4.848 - 5.573
4.124 - 4.848
3.399 - 4.124

City of Deerfield Beach
Cove Gardens & SE 3rd Street

Existing Topo



DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_ex-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 3.5
REFERENCE: BELOW_PLANE
2D_AREA: 0.07
3D_AREA: 0.09
VOLUME: 0 0 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_ex-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 4
REFERENCE: BELOW_PLANE
2D_AREA: 2.67
3D_AREA: 3.31
VOLUME: 0.55 1.26E-05 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_ex-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 4.5
REFERENCE: BELOW_PLANE
2D_AREA: 8.67
3D_AREA: 10.72
VOLUME: 3.24 7.44E-05 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_ex-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 5
REFERENCE: BELOW_PLANE
2D_AREA: 18.06
3D_AREA: 22.34
VOLUME: 9.78 0.000225 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_ex-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 5.5
REFERENCE: BELOW_PLANE
2D_AREA: 731.31
3D_AREA: 739.15
VOLUME: 65.94 0.001514 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_ex-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 6
REFERENCE: BELOW_PLANE
2D_AREA: 22525.76
3D_AREA: 22550.75

VOLUME: 3316.63 0.076139 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_ex-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 6.5
REFERENCE: BELOW_PLANE
2D_AREA: 114441.27
3D_AREA: 114521.13
VOLUME: 37345.03 0.857324 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_ex-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 7
REFERENCE: BELOW_PLANE
2D_AREA: 202687.6
3D_AREA: 202824.31
VOLUME: 117477.94 2.696922 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_ex-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 7.5
REFERENCE: BELOW_PLANE
2D_AREA: 238300.1
3D_AREA: 238468.08
VOLUME: 229690.56 5.27297 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_ex-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 8
REFERENCE: BELOW_PLANE
2D_AREA: 254631.34
3D_AREA: 254813.52
VOLUME: 353226.83 8.108972 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_ex-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 8.5
REFERENCE: BELOW_PLANE
2D_AREA: 260136.42
3D_AREA: 260329.72
VOLUME: 482490.72 11.07646 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_ex-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 9
REFERENCE: BELOW_PLANE

2D_AREA: 260407.92
3D_AREA: 260607.65
VOLUME: 612648.68 14.06448 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_ex-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 9.5
REFERENCE: BELOW_PLANE
2D_AREA: 260535.45
3D_AREA: 260736.8
VOLUME: 742886.03 17.05432 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_ex-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 10
REFERENCE: BELOW_PLANE
2D_AREA: 260574.91
3D_AREA: 260776.73
VOLUME: 873167.96 20.04518 ac-ft

Project Name: Cove Gardens

Reviewer: SBrea

Project Number: 135.003

Period Begin: Jul 26, 2011;0000 hr End: Aug 11, 2011;0000 hr Duration: 384 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Cove Gardens ROW

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 10 year

1 Day Rainfall: 8 inches

Area: 5.99 acres

Ground Storage: 2.78 inches

Time of Concentration: 0.1 hours

Initial Stage: 3 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
3.50	0.17
4.00	0.20
4.50	0.24
5.00	0.28
5.50	0.33
6.00	0.41
6.50	0.93
7.00	2.37
7.50	4.51
8.00	6.92
8.50	9.43

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

```

=====
Struc  Max (cfs)  Time (hr)  Min (cfs)  Time (hr)
=====
    
```

BASIN MAXIMUM AND MINIMUM STAGES

```

=====
Basin  Max (ft)  Time (hr)  Min (ft)  Time (hr)
=====
Cove Gardens R      7.08      25.00      3.00      0.00
    
```

BASIN WATER BUDGETS (all units in acre-ft)

```

=====
Basin  Total  Structure  Structure  Initial  Final  Residual
      Runoff  Inflow  Outflow  Storage  Storage
=====
Cove Gardens R      2.70      0.00      0.00      0.00      2.70      0.00
    
```



DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_prop-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 3.5
REFERENCE: BELOW_PLANE
2D_AREA: 2800.89
3D_AREA: 2842.39
VOLUME: 7250.72 0.166454 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_prop-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 4
REFERENCE: BELOW_PLANE
2D_AREA: 3158.13
3D_AREA: 3206.74
VOLUME: 8737.8 0.200592 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_prop-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 4.5
REFERENCE: BELOW_PLANE
2D_AREA: 3579.55
3D_AREA: 3636.67
VOLUME: 10419.54 0.2392 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_prop-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 5
REFERENCE: BELOW_PLANE
2D_AREA: 4065.6
3D_AREA: 4134.45
VOLUME: 12328.13 0.283015 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_prop-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 5.5
REFERENCE: BELOW_PLANE
2D_AREA: 4774.62
3D_AREA: 4858.86
VOLUME: 14509.12 0.333084 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_prop-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 6
REFERENCE: BELOW_PLANE
2D_AREA: 11944.17
3D_AREA: 12062.75
VOLUME: 17724.2 0.406892 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_prop-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 6.5
REFERENCE: BELOW_PLANE
2D_AREA: 86206.14
3D_AREA: 86370.89
VOLUME: 40710.07 0.934575 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_prop-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 7
REFERENCE: BELOW_PLANE
2D_AREA: 166311.2
3D_AREA: 166498.78
VOLUME: 103332.33 2.372184 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_prop-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 7.5
REFERENCE: BELOW_PLANE
2D_AREA: 200563.41
3D_AREA: 200765.09
VOLUME: 196242.58 4.50511 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_prop-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 8
REFERENCE: BELOW_PLANE
2D_AREA: 216491.72
3D_AREA: 216701.21
VOLUME: 301520.55 6.921959 ac-ft

DATASET: M:\Broward_Projects\DeerField\100723_CoveGardensPics\tin-cove_gardens_prop-110726
TYPE: TIN
ZFACTOR: 1
PLANE_HEIGHT: 8.5
REFERENCE: BELOW_PLANE
2D_AREA: 218273.4
3D_AREA: 218483.71
VOLUME: 410539.81 9.424697 ac-ft

February 17, 2011

SENT VIA ELECTRONIC MAIL

City of Deerfield Beach
ATTN: Kevin Klopp
150 NE 2nd Avenue
Deerfield Beach, FL 33441

**Subject: Proposal for Cove Gardens Improvements
- Engineering Design Services**

Dear Mr. Klopp:

Per your request, we are pleased to provide this proposal for professional engineering services relating to the subject matter. Please find the following as proposed from Chen Moore and Associates, Inc. (CONSULTANT) and the City of Deerfield Beach (CITY).

SCOPE OF SERVICES

The CONSULTANT is to provide professional services associated with Design, Permitting and Construction Observation for the proposed Cove Garden Improvements. Cove Gardens is generally located south of SE 2nd Street, north of SE 4th Street, east of SE 12th Avenue and west of SE 15th Avenue. The proposed improvements include the design of streetscaping including lighting, landscaping and sidewalks, roadway design, and new drainage facilities to address surface water issues within the neighborhood.

Task 1: Preliminary Engineering

1.1 Geotechnical Engineering

CONSULTANT will retain a geotechnical engineer to perform services which shall include 1 Standard Penetration Tests and 2 Percolation Tests to verify subsurface materials.

1.2 Topographic Surveys

CONSULTANT will retain a registered land surveyor to perform services which will include a survey for the project area described above. It will include the entire right of way plus a 10' extension outside of the right of way. Chen and Associates will draft a contract with a licensed survey firm, monitor progress and incorporate updated survey drawings into the plans.

1.3 Existing Utilities Research/Location

CONSULTANT will review the existing records and atlases to locate critical existing infrastructure. These records will be field verified by surface indicators (catchbasins, manholes, etc.). Up to twenty (10) testholes will be performed as part of this project to verify

underground existing utilities.

Tasks 1.4 – 1.6

CONSULTANT shall perform the required engineering design for the purpose of creating plans and specifications related to existing conditions taking into account surrounding private properties just outside of right of way, roadway re-alignment, streetscaping design, drainage design, pipeline plans and standard details. Design shall include the harmonization of both the private property and right of way areas. All engineering and support staff time associated with these plans and specifications are included herein. Associated with the Preliminary Engineering submittal shall be a preliminary cost estimate which should be valid to +/- 20%.

TASK 2 Permitting

2.1 Environmental Permitting

The CONSULTANT shall prepare and submit the permit applications for the construction of the improvements designed and process them through the following regulatory agencies:

- Municipal Permitting
- Broward County Environmental Protection and Growth Management Department (BCEPD)
- South Florida Water Management District (SFWMD) (if required)

CONSULTANT shall meet with permitting agencies in order to ensure an expeditious permitting process. This scope of services covers up to two (2) meetings with the regulatory agencies. CITY shall be responsible for all permitting fees.

TASK 3 Final Engineering Plans and Bidding

3.1 Final Plans and Specification Preparation

Based on all of the comments from the regulatory agencies listed in Task 2 and comments from the CITY, CONSULTANT shall finalize the plans and specifications. CONSULTANT shall attend up to two (2) meetings with City Staff to review the Final Engineering submittal. Associated with the Final Engineering submittal shall be a preliminary cost estimate which should be valid to +/- 10%.

3.2 Pre-Bid Meetings and Responses to Requests for Information (RFIs)

CONSULTANT shall attend the pre-bid meeting and bid opening as required. CONSULTANT shall participate in the pre-bid meeting as directed by the CITY. CONSULTANT shall reply to all Requests for Information (RFIs) as part of the bidding process.

3.3 Bid Review and Opinion of Acceptability



CONSULTANT shall review all of the bids accepted by the CITY for responsiveness. The bid tabulation/schedule of values (if either is available) will be reviewed for bid balance. CONSULTANT shall issue a memorandum to the CITY commenting on the responsiveness of the low bidder(s).

TASK 4 Construction Phase Services

4.1 Shop Drawing Review

CONSULTANT shall review all required shop drawings and alternate materials submittals for compliance with the plans and specifications. CONSULTANT shall coordinate with the CITY for all approvals.

4.2 Construction Inspection

CONSULTANT shall provide construction observation services in order to ensure the integrity of the design intent, and certify to the City and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved plans, specifications and permits.

CONSULTANT shall visit the site at intervals appropriate to the level of construction as the CONSULTANT deems necessary to observe as an experienced and qualified design professional to review the progress and quality of the various aspects of the contractor's work. CONSULTANT shall coordinate and attend the pre-construction meeting. The maximum number of hours provided under this agreement for such site visits is eighty (80) hours.

CONSULTANT shall respond to all contractor inquiries relating to the plans and specifications. CONSULTANT shall review the payment application(s) for the CITY for the purpose of estimating the amount of work performed by the contractor.

DELIVERABLES

CONSULTANT shall provide up to four (4) copies of the plans and specifications for both the Preliminary and Final Engineering Submittals. Preliminary Engineering Plans will be submitted within sixty (90) days of the receipt of the survey as noted in task 1.2. Final Engineering plans will be submitted within thirty (30) days of the receipt of the final comments from the CITY or final permit approval, whichever is later.



FEES

The CONSULTANT proposes the aforementioned scope for a lump sum fee of \$63,263.00. This will be invoiced periodically based on project milestones and percentage of completion. Please see Exhibit A for a fee breakdown.

For the Firm:

A handwritten signature in blue ink, appearing to be "P. Moore", is written over a horizontal line.

CHEN MOORE AND ASSOCIATES
Peter M. Moore, P.E.
President



500 W. Cypress Creek Rd., #630
Fort Lauderdale, FL 33309
Phone: (954) 730-0707
Fax: (954) 730-2030
www.chenmoore.com

November 30, 2012

SENT VIA E-MAIL (KMory@Deerfield-Beach.com)

City of Deerfield Beach CRA
Attention: Kris Mory, CRA Director
150 NE 2nd Avenue
Deerfield Beach, FL 33441

**Subject: Proposal for Cove Gardens Improvements – Bi-Weekly Meeting Attendance
CMA Proposal No. O11.149AD1**

Dear Mr. Klopp:

Chen Moore and Associates (CMA) is pleased for the opportunity to submit the attached proposal for Professional Services and Scope of Services to assist you in accomplishing your goals on the Main Beach Parking Conceptual Plan Project. Please find the following as proposed from Chen Moore and Associates (CONSULTANT) and the City of Deerfield Beach CRA (CRA). All services set forth herein shall be rendered subject to the construction services agreement between the parties dated April 6, 2010 via Resolution 2010/066. The terms of said agreement shall apply to this work authorization and are incorporated herein by reference.

SCOPE OF SERVICES

The CONSULTANT is to provide professional services associated with the Design, Permitting and Construction Observation for the proposed Cove Gardens Improvements. Cove Gardens is generally located south of the Hillsboro Boulevard Alley, north of SE 4th Street, east of SE 12th Avenue and west of SE 15th Avenue, including SE 3rd Street west of SE 12th Avenue. The proposed improvements include the design of streetscaping including lighting, landscaping and sidewalks, roadway design and new drainage facilities to address surface water issues within the neighborhood. This proposal is an addendum to the original proposal dated February 17, 2011 and is for additional services relating to attendance at bi-weekly process meetings with the contractor during the construction phase.

Task 4.3: Attendance at Bi-Weekly Meetings

CONSULTANT shall send one representative to each bi-weekly construction progress meeting for the purposes of commenting on the project progress. The task is estimated at 26 total meetings at two hours each, estimating attendance by the CONSULTANT's inspector for one half the meetings and the CONSULTANT's project manager at the remaining meetings. Should additional attendance or meetings be required, they would be furnished under a separate proposal.

PROJECT UNDERSTANDING

All project understanding items from the previous proposal remain in effect.

FEE AND PAYMENT

"Providing quality, responsive and professional service to clients, peers and the public for over 25 years"



500 W. Cypress Creek Rd., #630
Fort Lauderdale, FL 33309
Phone: (954) 730-0707
Fax: (954) 730-2030
www.chenmoore.com

The fee for the above scope of service would be billed at a lump sum of **\$6,318**. Please refer to Appendix A for a breakdown of the below fee summary chart.

TIMEFRAME FOR DELIVERABLES

It is anticipated that the construction timeframe will be 8 months.

Should you have any questions, please do not hesitate to contact me at my office at (954) 730-0707, extension 1002 or send me an electronic message at pmoore@chenmoore.com.

Respectfully submitted,

A handwritten signature in blue ink, appearing to be "P. Moore", with a long horizontal flourish extending to the right.

CHEN MOORE AND ASSOCIATES
Peter M. Moore, P.E.
President

Attachment: Appendix A – Fee Worksheet

February 8, 2013

Re: Your property at XXX SE Y Ave., Parcel ID # ZZZZZ in the Cove Gardens Neighborhood and the Cove Gardens Improvement Project (SE 12 Avenue to SE 15 Avenue between Hillsboro Boulevard and SE 3 Court)

Dear M.,

The above referenced property is located in the Deerfield Beach Community Redevelopment Area (CRA) in a neighborhood that is identified in the adopted CRA Plan for redevelopment due to general deteriorating conditions, ongoing flooding, unsafe pedestrian amenities, and poor roadway conditions.

The CRA has designed improvements within the public Right-of-Way including the installation of a new drainage system, sidewalks, curbing, landscaping, street lighting and reconstruction of the roadway. The project has been designed and is currently in the bidding process. Construction is tentatively scheduled to begin in April of 2013 and will be completed in December 2013.*

While these improvements are underway in the public right of way, you are strongly encouraged to undertake improvements to your private property to achieve neighborhood-wide enhancement of property value, public health and safety and curb appeal. Owner's whose properties contain rental units are encouraged to make your tenants aware of the project, since the City does not have reliable methods of communicating with them.

If you have questions about this project and how it might impact your property, you can view the project plans at www.deerfield-beach.com/cra/covegardens. There you can see the specific impacts of the project and view the project schedule. You can also sign up for project updates on the website home page by clicking on e-subscriptions. If you have additional questions, please contact Hiep Huynh, CRA Projects Manager at (954) 899-1485 or huynh@deerfield-beach.com. Mr. Huynh is also available to schedule an onsite meeting to discuss issues specific to your property.

Sincerely,

Kris Mory
CRA Director

CC: Burgess Hanson, City Manager
Keven Klopp, Assistant City Manager
Hiep Huynh, P.E., CRA Project Manager

*Please be aware that changes in this schedule could arise due to unforeseen conditions.

RESOLUTION NO. 2013/

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA AWARDED BID#2012-13/05 FOR THE COVE GARDENS NEIGHBORHOOD STREETSCAPE IMPROVEMENTS PROJECT TO THE LOWEST RESPONSIBLE RESPONSIVE BIDDER MBR CONSTRUCTION, INC. FOR AN AMOUNT NOT TO EXCEED \$1,530,227.57 IN ACCORDANCE WITH THE BID SPECIFICATIONS

WHEREAS, the streetscape improvements will include new roadways, sidewalks, curbing, landscaping and lighting; and

WHEREAS, the CRA Plan identifies the redevelopment of the Cove Gardens neighborhood as a redevelopment project; and

WHEREAS, on Friday, December 7, 2012, Invitation to Bid #2012-13/05 was issued and 26 invitation letters were sent to the appropriate registered vendors via e-mail or facsimile; and

WHEREAS, on Thursday, February 21, 2013, seven (7) responses were received by the due date and time; and

WHEREAS, the apparent low bidder was MBR Construction, Inc. with a grand total bid of \$1,530,227.57; and

WHEREAS, CRA staff is recommending the award of the contract to MBR Construction, Inc., the lowest responsible responsive bidder;

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

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

Section 2. The CRA does hereby approve the award of the contract for the Cove Neighborhood Streetscape Improvement project to MBR Construction, Inc., the lowest responsible responsive bidder for an amount not to exceed of \$1,530,227.57. The CRA hereby authorizes the CRA Director to execute the contract and any change orders which do not increase the contract price.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2013.

JEAN M. ROBB, CHAIR

ATTEST:

ADA GRAHAM-JOHNSON, MMC, CITY CLERK

Deerfield/CRA/Cove Gardens Neighborhood Bid Resolution

REQUESTED ACTION:

Request to confirm evaluation committee ranking and approve resolution authorizing staff to negotiate a contract with Bermello Ajamil Associates Inc. for the design of the Sullivan Park Expansion Project.

SUMMARY EXPLANATION/BACKGROUND:

On August 21, 2012, as part of FY 13 budget discussions, the CRA Board voted unanimously to bond in order to expedite the implementation of the Sullivan Park Redevelopment project. The CRA Board directed staff to pursue refinancing. The bonding process is complete and funds are in place for implementation. The Board further approved of staff pursuing Florida Inland Navigation District (FIND) grant funding to offset a portion of project costs. The grant was awarded and up to \$307,000 for Phase 1 Design, Engineering and Permitting for this project.

At the November 13, 2012 CRA Board meeting, CRA staff presented the Board with the proposed public notification approach, evaluation committee composition, RFQ process and evaluation criteria. The Board asked for modifications to the evaluation criteria and weight which were incorporated into the RFQ document and used in the evaluation process. The Board directed staff to advertise the RFQ, and evaluate the proposals. The committee was directed to return to the Board with a ranking of the top three (3) most qualified firms for the Board to approve. The Board approved these items unanimously.

On February 12, 2013, the CRA had received 12 proposals. One proposal was determined to be non-responsive. The evaluation committee comprised of Keven Klopp, Assistant City Manager, Charlie DaBrusco, Director of Environmental Services, Jerry Ferguson, Director of Planning and Growth Management, Kara Petty, Assistant Director of Parks and Recreation, and Kris Mory, CRA Director reviewed the remaining 11 proposals using the evaluation criteria approved by the Board.

After the initial review, a tie occurred, so the evaluation committee voted to shortlist five firms. Atkins North America, Bermello Ajamil Partners, IBI Group, Craven Thompson and Applied Technology Management were invited to make oral presentations of their qualifications. The top five firms were highly qualified to fulfill the scope of services and after the oral presentations, the evaluation committee arrived at a tie for first place between Atkins North America and Bermello Ajamil Partners. After further discussion and a final ranking, the evaluation committee broke the tie with Bermello Ajamil Partners as the most qualified firm.

The final evaluation committee ranking is as follows:

1. Bermello Ajamil Partners
2. Atkins North America
3. Applied Technology Management
4. Craven Thompson & Associates
5. IBI Group

DEERFIELD BEACH
COMMUNITY REDEVELOPMENT AGENCY

Agenda Item 5
Tuesday April 9, 2013

A memorandum from Purchasing Manager David Santucci to CRA Director Kris Mory is attached to this item that provides greater detail of the evaluation process. Copies of the top five (5) firms' responses to the RFQ and their oral presentation are available for inspection in the Purchasing Department.

As per the City's procurement ordinance, the Board may take one of the following actions:

1. Confirm the ranking of the evaluation committee and direct staff to negotiate a scope of services and contract.
2. Reject all proposals and recommence the evaluation process.
3. Re-rank the proposals (requires the affirmative vote of 4 out of 5 Board members).

If the Board concurs with the evaluation committee recommendation, it is asked to direct staff to negotiate a scope of services and a contract. A draft scope of services was included in the RFQ document and is attached to this item. The scope (Section 3.2) contains the range of tasks that the firm would need to perform in order to bring the project successfully from the conceptual options created by the Urban Land Institute through due diligence, public input, feasibility, preliminary design, final design and permitting. Since the Board opted to use the Construction Manager at Risk process, the firm will also be responsible for coordinating the design with the Board selected contractor and collaborating on value engineering for the project at intervals in the design process. Once under construction, the firm will provide construction services including responding to Requests for Information (RFI) from the contractor, review and approve shop drawings, attend progress meetings, prepare design change documents should conditions arise in the field that need to be addressed and review and approve the contractor's pay applications.

A draft copy of the basic contract frame work is also attached to this item for the Board's information. The suggested contract negotiated team includes Andy Maurodis, CRA Attorney, Charlie DaBrusco, Director of Environmental Services, Hiep Huynh, CRA Project Manager and Kris Mory, CRA Director. The team would be assisted by David Santucci, City Purchasing Manager. The scope of services and negotiated contract will be brought to the Board for approval at a subsequent meeting.

This item requests the Board confirm the ranking of the evaluation committee and approve Bermello Ajamil Associates as the most qualified firm in response to RFQ 2012-13/09 and direct staff to negotiate a scope of services and contract to provide architectural, design and permitting services for the Sullivan Park Redevelopment project.

ATTACHMENTS:

Purchasing Department Memorandum Regarding RFQ 2012-13/09
Request for Qualifications 2012-13/09 – Sullivan Park Architecture and Engineering Excerpts
Resolution



MEMORANDUM

TO: Kris Mory, Community Redevelopment Agency Director
FROM: David Santucci, Purchasing Manager
FOR: Board Approval and Authorization to Commence Negotiations
DATE: March 11, 2013
SUBJECT: Architectural and Engineering Services for Sullivan Park Expansion Project, RFQ #2012-13/09

The Purchasing Division recently administered a competitive solicitation process for the subject project in accordance with FL § 287.055, Consultants Competitive Negotiation Act (CCNA). The details of the procurement process are as follows:

- The competitive solicitation was advertised in the legal notices section of the Sun-Sentinel on Friday, January 11, 2013.
- On Friday, January 11, 2013 seventy-seven (77) invitation letters were sent to the appropriate registered vendors with the City via e-mail, facsimile, or USPS.
- (62) firms requested a copy of the Request for Qualifications.
- One (1) addendum was issued on Tuesday, January 29, 2013 prior to the RFQ opening to address vendor questions and make changes to the specifications.
- On Wednesday, February 13, 2013, the due date and time, the Purchasing Division opened the responses. Twelve (12) responses were received by the due date and time required.
- One (1) responses were deemed non-responsive because the firm did not submit the required documents and the submittal did not conform to the RFQ requirements.
- The eleven (11) responsive proposals were evaluated in accordance with the criteria stated in the RFQ. The weighted criteria was as follows:

Criteria	Weight
History and Success with Similar Projects	4
Qualifications of Principals and Staff	3
Experience of Principals and Staff	3
Organizational Structure and Management Approach	2
Understanding the Project and City's Objectives	2
Availability of Personnel, Facilities and Equipment	2
Responsiveness to the RFQ	1
Financial Stability	1

- The Evaluation Committee consisted of Keven Klopp, Assistant City Manager, Kris Mory, CRA Director, Charles DaBrusco, Director of Environmental Services, Jerry Ferguson, Director of Planning and Development Services, and Kara Petty, Assistant Director of Parks and Recreation. The Evaluation Meeting was publically advertised and held on Friday, March 1, 2013.

- The proposals were ranked as follows:

	Keven Klopp	Kris Mory	Charlie DaBrusco	Kara Petty	Jerry Ferguson	Total	Ranking
Atkins North America, Inc	4 / 125	2 / 178	2 / 180	3 / 165	3 / 160	14	1
Bermello Ajamil & Partners, Inc	1 / 129	1 / 182	7 / 170	4 / 156	2 / 167	15	2
Applied Technology & Mgmt., Inc	6 / 119	4 / 154	3 / 179	2 / 166	5 / 149	20	3
IBI Group (Florida) Inc	5 / 124	3 / 168	5 / 172	1 / 167	6 / 143	20	3
Craven Thompson & Assoc., Inc	2 / 128	8 / 138	1 / 182	6 / 146	4 / 158	21	5
Calvin, Giordano & Assoc., Inc	3 / 126	5 / 152	6 / 171	7 / 138	1 / 183	22	6
Walters Zackria Assoc.	7 / 108	6 / 149	4 / 173	5 / 147	7 / 136	29	7
The Tamara Peacock Company Architects	9 / 103	9 / 128	9 / 167	8 / 116	8 / 128	43	8
Steve Edwards Architecture LLC	8 / 104	7 / 142	10 / 164	9 / 109	10 / 111	44	9
BG Design Studios dba Barranco Gonzalez Arch	10 / 101	10 / 99	8 / 169	10 / 107	9 / 117	47	10
Eastern Engineering Group Co	11 / 98	11 / 84	11 / 163	11 / 71	11 / 76	55	11

- The Evaluation Committee shortlisted the top five (5) ranked firms. Reference checks were conducted on all of them and revealed positive ratings.
- Oral Presentations were held on Monday, March 11, 2013. Each firm was provided fifteen (15) minutes for their presentation followed by a question and answer period. The public evaluation meeting for the final ranking was held immediately after the presentations.

- The Evaluation Committee ranked the short-listed firms as follows:

	Keven Klopp	Kris Mory	Charlie DaBrusco	Kara Petty	Jerry Ferguson	Total	Ranking
Atkins North America, Inc	4 / 107	1 / 193	1 / 171	1 / 177	4 / 137	11	1
Bermello Ajamil & Partners, Inc	1 / 141	2 / 191	4 / 152	2 / 174	2 / 151	11	1
Applied Technology & Mgmt., Inc	3 / 109	4 / 166	3 / 155	3 / 167	1 / 153	14	3
Craven Thompson & Assoc., Inc	2 / 126	5 / 162	2 / 165	4 / 166	3 / 147	16	4
IBI Group (Florida) Inc	5 / 105	3 / 187	5 / 151	5 / 159	5 / 131	23	5

- Because there was a two-way tie for first, the evaluation committee discussed the submittals and oral presentations provided by each number one ranked firm at great length. A third and final tie-breaking evaluation and ranking was conducted. The two firms were ranked as follows:

	Keven Klopp	Kris Mory	Charlie DaBrusco	Kara Petty	Jerry Ferguson	Total	Ranking
Bermello Ajamil & Partners, Inc	1 / 115	1 / 153	2 / 152	1 / 176	1 / 153	6	1
Atkins North America, Inc	2 / 109	2 / 135	1 / 171	2 / 168	2 / 150	9	2

The consensus of the Evaluation Committee was to recommend approval of the ranking to the CRA Board and seek authorization to enter into contract negotiations with the number one (1) ranked firm, Bermello Ajamil & Partners, Inc.

Please use this memorandum and any attachments as your backup for your agenda request to the City Manager for the March 26, 2013 CRA Board Meeting.

Att. Original RFQ, Addendum #1, and Recommended Firms Response and Oral Presentation Materials

cc: Evaluation Committee

SECTION 3 – STATEMENT OF WORK

3.1 Background

The City of Deerfield Beach and its Community Redevelopment Agency (CRA) desire to retain professional consultants to provide for the architectural and engineering services to completely rehabilitate, renovate and expand the existing Sullivan Park located between Riverview Road and Hillsboro Boulevard from approximately NE 15 Terrace to the Intracoastal Waterway. The expansion will also include the former Riverview Restaurant site which was recently acquired and located in the Northeast side of the park at 1701 Riverview Road.

The total budget for the project including design, permitting and construction is \$ 4,307,500 (\$ 4,000,000 is funded by CRA and \$ 307,500 is to be funded by Florida Inland Navigation District Grant).

3.2 Scope of Services

The scope of services includes but is not limited to the following tasks:

- 3.2.1 Preparation of the conceptual plans for various alternatives that includes a boat dock and seawall modifications, and some or the combination of park features as shown in the options A, B & C in the Technical Assistance Panel Study of Sullivan Park prepared by Urban Land Institute on July 7 & 8, 2011 (Attachment “B”).
- 3.2.2 Provide the preliminary design for the selected alternative.
- 3.2.3 Provide all required pre-construction testing and surveying services.
- 3.2.4 Coordinate with the Construction Manager At Risk (CM at Risk) and city staff to value engineer and modify the preliminary plan as needed to meet the project’s goal and budget.
- 3.2.5 Present the plans to Community Appearance Board (CAB), Planning & Zoning Board (P & Z), CRA Board and City Commission (CC) for review and approval.
- 3.2.6 Provide the final design, construction plans and technical specifications
- 3.2.7 Provide the permitting services in cooperation with CM at Risk for all permits required including but not limited to Army Corp of Engineers, South Florida Water Management District (SFWMD), Florida Department of Environmental Protection (FDEP), Broward County Environmental Protection and Growth Management Department (EPGMD) and City Building Department.
- 3.2.8 Obtain any regulatory agency approvals (other than permits), if required.
- 3.2.9 Assist the City and CRA in reviewing and evaluate the 50 % plans and 100 % plans-Guaranteed Maximum Price (GMP) provided by the CM at Risk.
- 3.2.10 Provide the construction services to include but not limited to review and approve shop drawings, prepare the response to the Request for Information (RFI), attend the Project Progress meetings, perform field observations, provide the design revisions as needed due to field conditions , review and approved CM at Risk’s Pay Applications and prepare the final Punch List inspections.
- 3.2.11 Prepare meeting agendas, and take and distribute meeting minutes for meeting which require Consultant’s attendance.

3.3 Deliverables & Schedule

The following is the tentative project schedule. This schedule is subject to change and/or delays.

- Conceptual plans: April – May 2013
- CRA Board conceptual plans presentation: June 2013
- Preliminary design: June – Nov 2013
- CAB, P & Z, CC site plans presentation: Dec 2013 – Jan 2014
- Final design & permits: Feb 2014 – Sept 2014
- Final GMP & pre-construction Service: Oct 2014 – Jan 2015
- Construction Services: Feb 2015 – Nov 2015

SECTION 5 – EVALUATION AND AWARD

5.1 Evaluation Procedure

- 5.1.1** Evaluation of the Submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City and CRA Staff, or other persons selected by the City Manager, CRA Director or designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the SoQ's as submitted. Evaluation procedures shall be regulated by F.S. § 287.055, referred to as Consultant's Competitive Negotiations Act (CCNA).
- 5.1.2** The committee shall short list no less than three (3) submittals, assuming that three submittals have been received, that it deems best satisfy the weighted criteria set forth herein and attempt to select the best qualified firm(s) for the particular project. The committee shall then hold discussions with all short-listed firms. The committee may conduct interviews and/or require oral presentations from the short-listed firms. The committee shall then re-rank the short-listed firms based upon the information provided in interviews and/or presentations, the materials presented, the firm's responses to the RFQ, and deliberations of the Evaluation Committee at publically advertised Evaluation Meetings.
- 5.1.3** The final ranking and the Evaluation Committee's recommendation shall be presented to the CRA Board. The CRA Board shall, in its sole discretion, have the authority to either (1) approve the evaluation committee's ranking/evaluation and recommendation; (2) recommend rejection of all submittals based upon a stated reason; or (3) send the ranking/evaluation back to the evaluation committee to conduct further evaluations consistent with the requirements of the RFQ and the evaluation committee may either ratify the ranking/evaluation or re-rank the firms. The CRA Board reserves the right to re-rank in accordance with Section 38-130 of the Code of Ordinances.
- 5.1.4** If the CRA Director or his/her designee is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm shall be formally terminated. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then approved by the negotiator and formally approved by the CRA Board or until the short-list is exhausted in which case a new Request for Qualifications shall be undertaken.

5.2 Weighted Criteria

The Evaluation Committee will evaluate all responsive submittals based on the following weighted criteria:

Criteria	Weight
History and Success with Similar Projects	4
Qualifications of Principals and Staff	3
Experience of Principals and Staff	3
Organizational Structure and Management Approach	2
Understanding the Project and City's Objectives	2
Availability of Personnel, Facilities and Equipment	2
Responsiveness to the RFQ	1
Financial Stability	1

5.3 Contract Award

- 5.3.1** The CRA reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City and CRA reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City and CRA also reserves the right to waive minor irregularities or variations of the submittal requirements and RFQ process.
- 5.3.2** Upon award of a Contract by the CRA Board, the CRA Director is authorized to execute the Contract on behalf of the CRA.
- 5.3.3** The CRA Director shall appoint a contract administrator or project manager for each contract to assure compliance with the contract and applicable law. The contract administrator or project manager shall review and approve all pay requests or deny same as required.

ATTACHMENT "A"

DRAFT
AGREEMENT

Between

CITY OF DEERFIELD BEACH

and

for

CONSULTANT SERVICES (CCNA) FOR

RFQ # _____

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
1. DEFINITIONS AND IDENTIFICATIONS	1
2. PREAMBLE.....	3
3. SCOPE OF SERVICES.....	3
4. TIME FOR PERFORMANCE; CONTRACTOR DAMAGES; LIQUIDATED DAMAGES.....	4
5. COMPENSATION AND METHOD OF PAYMENT	6
6. OPTIONAL AND ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES	11
7. CITY'S RESPONSIBILITIES	13
8. INSURANCE	14
9. EEO AND ADA COMPLIANCE	15
10. MISCELLANEOUS.....	18
 EXHIBIT "A" SCOPE OF WORK EXHIBIT "B" SALARY COSTS EXHIBIT "C" SCHEDULE OF SUBCONSULTANT PARTICIPATION EXHIBIT "D" BACKGROUND CHECK AFFIDAVIT	

A G R E E M E N T

Between

CITY OF DEERFIELD BEACH

and

for

CONSULTANT SERVICES (CCNA) FOR

RFQ # _____

This is an Agreement between: CITY OF DEERFIELD BEACH, a municipal corporation of the State of Florida, its successors and assigns, hereinafter referred to as "CITY,"

AND

_____,
hereinafter referred to as "CONSULTANT."

W I T N E S S E T H, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement**: means this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

- 1.2 **CONSULTANT**: The architect or engineer selected to perform the services pursuant to this Agreement.
- 1.3 **Contract Administrator**: The City Manager has the authority to designate the Contract Administrator. _____ (name) is expressly designated as Contract Administrator. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 **City Manager**: The chief administrative officer of the City of Deerfield Beach pursuant to Section 4.03 of the City of Deerfield Beach Charter.
- 1.5 **Contractor**: The person, firm, corporation or other entity who enters into an agreement with CITY to perform the construction work for the Project.
- 1.6 **Notice To Proceed**: A written notice to proceed with the Project issued by the Contract Administrator.
- 1.7 **Project**: _____

- 1.8 **Subconsultant**: A firm, partnership, corporation or combination thereof having a direct contract with a Consultant for all or any portion of the advertised work or who furnishes skills or materials worked into a special design according to the plans and specifications for such work, but not those who merely furnish equipment or materials required by the plans and specifications.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 CITY has budgeted funds for the Project. This Project is funded with _____ funds.
- 2.2 CITY has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected CONSULTANT to perform the services hereunder.

- 2.3 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and a negotiation committee and this Agreement incorporates the results of such negotiations.

ARTICLE 3
SCOPE OF SERVICES

- 3.1 CONSULTANT's services shall consist of the services set forth in Exhibit "A," attached hereto and made a part hereof, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services, as applicable for the Project. CONSULTANT shall provide all services as set forth in Exhibit "A" including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.
- 3.2 CONSULTANT and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to CONSULTANT to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.
- 3.3 If the RFQ provides for possible multiple phases, CITY and CONSULTANT acknowledge that Exhibit "A" is for the first portion of services related to the Project and that additional negotiations may be required for subsequent phases or for additional services except as otherwise provided herein. CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance, and other related matters for future phases of Project. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services for future Project phases from another source.

ARTICLE 4
TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;
LIQUIDATED DAMAGES

- 4.1 CONSULTANT shall perform the services described in Exhibit "A" within the time periods specified in the Project Schedule included in Exhibit "A"; said time periods shall commence from the date of the Notice to Proceed for such services.
- 4.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of this Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit the itemized deliverables/documents identified in Exhibit "A" for the Contract Administrator's review.
- 4.3 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.
- 4.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.
- 4.5 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with CITY, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT, then CONSULTANT shall pay to CITY its proportional share of any claim or damages to Contractor arising out of the delay. By reference hereto, the provisions for the computation of delay costs/damages and any amounts included therein, whether direct or indirect, in the agreement between the Contractor and CITY are incorporated herein. This provision shall not affect the rights and obligations of either party as set forth in Section 10.7, INDEMNIFICATION OF CITY.

4.6 In the event CONSULTANT fails to complete the phases of services identified in Exhibit "A" on or before the applicable Time for Performance, CONSULTANT shall pay to CITY the sum of dollars identified below for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the phase:

Project Phase	Amount
Programming Phase	\$ _____
Phase I - Schematic Design	\$ _____
Phase II - Design Development	\$ _____
Phase III – 50% Contract Documents	\$ _____
Phase III – 100% Contract Documents	\$ _____

These amounts are not penalties but are liquidated damages to CITY for CONSULTANT's inability to proceed with, and complete, the Project in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONSULTANT to complete the respective phases within the applicable Time for Performance. This provision shall not affect the rights and obligations of either party as set forth in Section 10.7, INDEMNIFICATION OF CITY.

ARTICLE 5
COMPENSATION AND METHOD OF PAYMENT

5.1 AMOUNT AND METHOD OF COMPENSATION

PLEASE CHECK ONE:

5.1.1 Maximum Amount Not-To-Exceed Compensation

CITY agrees to pay CONSULTANT, as compensation for performance of all services as related to Exhibit "A," required under the terms of this Agreement, the Salary Costs as described in Section 5.2 up to a maximum amount not-to-exceed of \$_____ for Basic Services, up to \$_____ for Optional Services, and to reimburse CONSULTANT for Reimbursables as described in Section 5.3, up to a maximum amount not-to-exceed of \$_____, for a total maximum amount not-to-exceed \$_____. The method of compensation shall be that of "maximum amount not-to-exceed," which means CONSULTANT shall perform all services set forth herein for total compensation in the amount of or less than that stated above. The total hourly rates payable by CITY for each of CONSULTANT's employee categories shall be shown on Exhibit "B."

The maximum amount not-to-exceed compensation of \$_____ for Basic Services shall be paid out in accordance with the percentage amount set forth below:

Project Phase	Fee %	Fee Amount/Phase
Predesign Services	___%	\$_____
Phase I: Schematic Design	___%	\$_____
Phase II: Design Development	___%	\$_____
Phase III: Construction Documents	___%	\$_____
Phase IV: GMP Negotiations	___%	\$_____
Phase V: Administration of the Construction Contract	___%	\$_____
Phase VI: Warranty Administration and Post-Occupancy Services	___%	\$_____

5.1.2 Lump Sum Compensation

CITY agrees to pay CONSULTANT, as compensation for performance of all Basic Services related to Exhibit "A" that are required under the terms of this Agreement, a lump sum of \$_____. In addition, CITY agrees to pay CONSULTANT up to \$_____ for Optional Services, and to reimburse CONSULTANT for Reimbursables up to a maximum amount not-to-exceed of \$_____ as described in Section 5.3. The total maximum not-to-exceed amount for Basic Services, Optional Services, and Reimbursables shall be \$_____. The method of compensation for Basic Services shall be "lump sum," which means CONSULTANT shall perform all Basic Services set forth herein for total compensation in the amount stated above. The total hourly rates payable by CITY for each of CONSULTANT's employee categories are shown on Exhibit "B." CITY shall not pay CONSULTANT any additional sum for reimbursable expenses or additional services, if any, unless otherwise stated in Section 5.3 and Article 6.

The lump sum compensation of \$_____ for Basic Services shall be paid out in accordance with the percentage amount set forth below:

Project Phase	Fee %	Fee Amount/Phase
Predesign Phase: Site Identification and Acquisition Services	___%	\$_____
Predesign Phase: Programming Services	___%	\$_____
Phase I: Schematic Design	___%	\$_____
Phase II: Design Development	___%	\$_____
Phase III: Construction Documents Development	___%	\$_____

Phase IV: Bidding and Award of Contract	___%	\$_____
Phase V: Administration of the Construction Contract	___%	\$_____
Phase VI: Warranty Administration and Post-Occupancy Services	___%	\$_____

5.1.3 CONSULTANT acknowledges and agrees that the retainage amount set forth in Section 5.5 shall be applied to the percentage amount for each phase stated herein.

5.2 SALARY COSTS

The term Salary Costs as used herein shall mean the hourly raw salary rate as shown on Exhibit "B," attached hereto and made a part hereof, paid to all personnel engaged directly on the Project including, but not limited to, principals, architects, engineers, drafters, and clerks, as adjusted by an overall factor of ___%, which consists of the following: 1) a fringe benefits factor of ___%, which includes sick leave, vacation, holiday, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, and medical and insurance benefits; 2) an overhead factor of ___%; and 3) an operating profit margin of ___%. Said Salary Costs are to be used only for time directly attributable to the Project. A detailed breakdown of these costs shall be kept current and readily accessible to CITY. The breakdown of overhead and fringe benefit factors shall be certified by a Certified Public Accountant. Said certification shall be dated within ninety (90) days after CONSULTANT's just completed fiscal year.

5.2.1 If the method of compensation between CITY and CONSULTANT is a maximum amount not-to-exceed and CONSULTANT has "lump sum" agreements with any Subconsultant(s), then CONSULTANT shall bill all "lump sum" Subconsultant fees as Salary Costs with no "markup." CONSULTANT shall bill all other Subconsultant fees using the employee categories for Salary Costs on Exhibit "B" and Reimbursables defined in Section 5.3. All Subconsultant Reimbursables shall be billed in the actual amount paid by CONSULTANT. Subconsultant Salary Costs shall be billed to CITY in the actual amount paid by CONSULTANT.

5.3 REIMBURSABLES

5.3.1 Direct non-salary expenses, entitled "Reimbursables", directly attributable to the Project will be charged at actual cost, and shall be limited to the following:

- a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes.

Transportation expenses to locations outside the Dade-Broward-Palm Beach County area or from locations outside the Dade-Broward-Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.

- b) Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT's employees from one of CONSULTANT's offices to another office if the employee is relocated for more than ten (10) consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson, or Ramada Inn.
- c) Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail between CONSULTANT's various permanent offices. CONSULTANT's field office at the Project site is not considered a permanent office.
- d) Cost of printing, reproduction or photography which is required by or of CONSULTANT to deliver services set forth in this Agreement.
- e) Identifiable testing costs approved by Contract Administrator.
- f) All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction contractor.

Reimbursable Subconsultant expenses are limited to the items described above when the Subconsultant agreement provides for reimbursable expenses.

- 5.3.2 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Section 5.1 is a limitation upon, and describes the maximum extent of, CITY's obligation to reimburse CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

5.4 METHOD OF BILLING

5.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1

CONSULTANT shall submit billings which are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such reimbursable. The statement shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and Subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number or other identifier which clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by CONSULTANT is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursables by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

5.4.2 For Lump Sum Compensation under Section 5.1.2

CONSULTANT shall submit billings which are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date by completing Exhibit F, CBE Performance Report. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

5.5 METHOD OF PAYMENT

5.5.1 CITY shall pay CONSULTANT ninety percent (90%) of the total shown to be due on such statement. When the services to be performed on each phase of the Project are fifty percent (50%) complete and upon written request by CONSULTANT and written approval by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in his or her sole discretion, may authorize that subsequent payments for each phase may be increased to ninety-five percent (95%) of the total shown to be due on subsequent statements. No amount shall be withheld from payments for reimbursables or for services performed during the construction phase.

5.5.2 Upon CONSULTANT's satisfactory completion of each phase and after the Contract Administrator's review and approval, CITY shall remit to CONSULTANT that ten percent (10%) or five percent (5%) portion of the amounts previously withheld. Final payment for the Project must be approved by the City Manager or designee.

5.5.3 Payment will be made to CONSULTANT at:

ARTICLE 6

OPTIONAL AND ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES

6.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement so long as the modifications do not substantially change or deviate from the original project. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of this Agreement including the initiation of any Additional Services.

6.2 Costs of Additional Services identified by the Contract Administrator during the life of this agreement and as contained in a written amendment will be compensated on an hourly basis, or an agreed upon lump sum, or as a reimbursable as provided in Article 5. Additional Services authorized by the Contract Administrator shall include a required completion for CONSULTANT's performance of those additional services.

6.3 In the event a dispute between the Contract Administrator and CONSULTANT arise over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The

City Manager's decision shall be final and binding on the parties. The resolution shall be set forth in a written document in accordance with Section 6.1 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

6.4 CONSULTANT may, at Contract Administrator's discretion, be authorized to perform Optional Services as delineated in Exhibit "A," Scope of Services, up to the maximum fee amount established for Optional Services under Article 5. Any Optional Services to be performed by CONSULTANT pursuant to the terms of this Agreement shall first be authorized by the Contract Administrator in writing by a "Work Authorization," in accordance with this Article.

6.4.1 Before any Optional Service is commenced pursuant to a Work Authorization, CONSULTANT shall supply the Contract Administrator with a written estimate for all charges expected to be incurred for such Optional Service, which estimate shall be reviewed by Contract Administrator and a final amount for CONSULTANT's compensation shall be approved as follows:

6.4.1.1 Any Work Authorization that does not increase the cost or the time for completion may be signed by Contract Administrator and CONSULTANT, using the Work Authorization provided by CITY for that purpose.

6.4.1.2 Any Work Authorization that increases the cost by 10% or \$10,000.00 whichever is less may be signed by the City Manager, and CONSULTANT.

6.4.1.3 Work Authorizations above \$25,000.00 must be approved by the City Commission.

6.4.2 Subsequent to Contract Administrator issuing a Work Authorization pursuant to this article, Contract Administrator will issue a Notice to Proceed (NTP) for those authorized Optional Services. CONSULTANT shall not commence such work until after receipt of the Contract Administrator's NTP.

6.4.3 All Work Authorizations issued by the Contract Administrator shall contain, as a minimum, the following information and requirements:

6.4.3.1 A description of the work to be undertaken (which description must specify in detail the individual tasks and other activities to be performed by CONSULTANT), a reference to this Agreement pursuant to which the work to be undertaken is authorized, and a statement of the method of compensation.

- 6.4.3.2 A budget establishing the amount of compensation, which amount shall constitute a guaranteed maximum and shall not be exceeded unless prior written approval of CITY is obtained. In the event CITY does not approve an increase in the guaranteed maximum amount, and the need for such action is not the fault of CONSULTANT, the authorization shall be terminated, and CONSULTANT shall be paid in full for all work completed to that point, but shall in no case exceed the guaranteed maximum amount. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs.
- 6.4.3.3 A time established for completion of the work or services undertaken by CONSULTANT or for the submission to CITY of documents, reports, and other information pursuant to this Agreement.
- 6.4.3.4 Any other additional instructions or provision relating to the work authorized pursuant to this Agreement.
- 6.4.3.5 Work Authorizations shall be dated, serially numbered, and signed.

ARTICLE 7
CITY'S RESPONSIBILITIES

- 7.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 7.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 7.3 CITY shall review the itemized deliverables/documents identified in Exhibit "A" of CONSULTANT and respond in writing with any comment within the time set forth on the approved Project Schedule.
- 7.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 8
INSURANCE

- 8.1 To ensure the indemnification obligation contained Section 10.7 of this Agreement, CONSULTANT shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Professional

Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance and Employer's Liability Insurance. Each insurance policy shall clearly identify the foregoing indemnification as insured.

- 8.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Article and shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect CITY and the Commission by naming CITY and the City Commission as additional insured under the Comprehensive General or Commercial Liability Insurance policy hereinafter described as well as on any Excess Liability Policy coverage.

8.2.1 Commercial Liability Insurance

A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Premises and/or operations
- Independent Consultants
- Products and/or completed operations for contracts
- Broad form contractual coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract
- Personal injury coverage with employee and contractual exclusions removed, with minimum limits of coverage equal to those required for bodily Injury liability and property damage liability.

8.2.2 Business Automobile Liability

Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

8.2.3 Professional Liability Insurance

Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis to be no less than one million Dollars (\$1,000,000) per occurrence with a combined single limit of two million dollars (\$2,000,000) per occurrence with a deductible per claim not to exceed ten percent (10%) of the limit of liability. Consultant shall notify the City in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy.

8.2.4 Workers Compensation Insurance

Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include Employers' Liability with a limit of One Million Dollars (\$1,000,000.00) each accident.

- 8.3 CONSULTANT shall provide to CITY certificate of insurance within fifteen (15) days after notification of award of the contract. CONSULTANT shall provide to CITY a Certificate of Insurance or a copy of all insurance policies required by this Article. CITY reserves the right to require a certified copy of such policies upon request. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is completed. All certificates and endorsements required herein shall state that CITY shall be given thirty (30) days' notice prior to expiration or cancellation and/or restriction of the policy. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration. CONSULTANT's failure to provide to CITY the Certificates of Insurance within fifteen (15) calendar days shall be the basis for the termination of the Agreement.
- 8.4 CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage.
- 8.5 CITY is to be expressly included as an Additional Insured with respect to general liability and excess liability coverages arising out of operations performed for CITY by or on behalf of CONSULTANT or acts or omissions of CONSULTANT in connection with general supervision of such operation. If CONSULTANT uses a subcontractor, then CONSULTANT shall ensure that subcontractor names CITY as an additional insured.
- 8.6 Notice of Cancellation and/or Restriction--The policy(ies) must be endorsed to provide CITY with at least thirty (30) days notice of cancellation and/or restriction.

ARTICLE 9
EEO AND ADA COMPLIANCE

9.1 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, CONSULTANT represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). CITY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle CITY to terminate this Agreement and recover from CONSULTANT all monies paid by CITY pursuant to this Agreement.

ARTICLE 10
MISCELLANEOUS

10.1 OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by CONSULTANT in connection with this Agreement shall become the property of CITY, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, CITY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

10.2 TERMINATION

10.2.1 This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or Work Authorization was entered into on behalf of CITY by someone other than the Board, termination by CITY may be by action of the CITY Administrator or the CITY representative (including his or her successor) who entered in this Agreement on behalf of CITY. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

10.2.2 This Agreement may be terminated for cause for reasons including, but not limited to, CONSULTANT's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement or Work Authorization. The Agreement may also be terminated for cause if the CONSULTANT is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended or if the CONSULTANT

provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended.

10.2.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

10.2.4 In the event this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Agreement or Work Authorization through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONSULTANT, for CITY's right to terminate this Agreement for convenience.

10.2.5 In the event this Agreement or a Work Authorization is terminated, for any reason, any amounts due CONSULTANT shall be withheld by CITY until all documents are provided to CITY pursuant to Section 10.1 of Article 10.

10.3 AUDIT RIGHT AND RETENTION OF RECORDS

10.3.1 CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project, including, without limitation, complete and correct records of payments to each of its Subconsultants and subcontractors. For each Subconsultant and subcontractor, the books, records, and accounts shall reflect each payment to the Subconsultant or subcontractor and the cumulative total of the payments made to the Subconsultant or subcontractor. CITY shall have the right to audit the books, records, and accounts of CONSULTANT and its Subconsultants and subcontractors that are related to this Project. All books, records, and accounts of CONSULTANT and its Subconsultants and subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONSULTANT or its Subconsultants and subcontractors, as applicable, shall make same available at no cost to CITY in written form.

10.3.2 CONSULTANT and its Subconsultants and subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention

period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's and its Subconsultants and subcontractors' records, CONSULTANT and its Subconsultants and subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT or its Subconsultants and subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

10.3.3 CONSULTANT shall, by written contract, require its Subconsultants and subcontractors to agree to the requirements and obligations of this Section 10.3.

10.4 PUBLIC ENTITY CRIME ACT

CONSULTANT represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes, the Public Entity Crimes Act, which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

10.5 SUBCONSULTANTS

CONSULTANT shall utilize the Subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of Subconsultants submitted by CONSULTANT. The list of subconsultants is provided on Exhibit ____, Schedule of Subconsultants as attached hereto and made a part hereof.

10.6 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 10.5. CITY shall have the right to terminate this Agreement, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this Agreement or any right or interest herein by CONSULTANT without CITY's written consent.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

10.7 INDEMNIFICATION OF CITY

CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due CONSULTANT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

10.8 REPRESENTATIVE OF CITY AND CONSULTANT

10.8.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

10.8.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

10.9 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

10.10 AMENDMENTS

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10.11 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:

_____, Contract Administrator

FOR CONSULTANT:

10.12 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which CITY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

10.13 INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

10.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

10.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of CITY.

10.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intend to directly or substantially benefit a third party by this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

10.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize subcontractors to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

10.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, 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 CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.19 MATERIALITY AND WAIVER OF BREACH

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

10.23 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

10.24 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

10.25 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.

10.26 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.27 BACKGROUND CHECKS

10.27.1 In accordance with Section 38-117 of the City of Deerfield Beach Code of Ordinances, any bid, contract or request for proposal which requires a Consultant or sub-consultant to perform work in or on city property, shall include a requirement for a criminal background check for any employee of the Consultant or subconsultant who will do the work in or on city property. City property shall mean buildings or structures owned by the city. It shall also mean sidewalks and streets under the jurisdiction of the city which are adjacent to residential neighborhoods. Criminal background checks shall mean a certified response from the Florida Department of Law Enforcement Computerized Criminal History (CCH) data base. The Consultant shall, at its expense, obtain a criminal background check for each of its employees having access to city property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter. The Consultant must ensure a similar background check has been done of its sub-consultants' employees who will have access to city property. During the term of this agreement CONSULTANT must provide an updated Criminal Background Check Affidavit for any newly hired employees of

CONSULTANT or any sub-consultant who will do work in or on city property.

10.27.2 The Consultant shall be required to submit an affidavit on the form provided certifying that background checks shall be completed for all employees who will perform work on city property. Such affidavit shall be submitted with the proposal package. The Consultant shall conduct the background checks prior to any work being performed. Consultant shall maintain such records during the contract period and for one year thereafter and shall make such records available for inspection and verification by city.

10.27.3 If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the awarded Proposer shall not assign the individual to any City property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization. In the event that the Proposer intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.

10.27.4 The City reserves the right to approve or disapprove whether the Consultant's employees perform the services for the City. Disapproval would apply solely to this contract and shall have no bearing on the Proposer's employment of an individual outside of this contract.

10.28 INCORPORATION BY REFERENCE

The attached Exhibits are incorporated into and made a part of this Agreement.

10.29 RE-USE OF PROJECT

CITY may, at its option, re-use (in whole or in part) the resulting end-product or deliverables resulting from CONSULTANT's professional services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A, Scope of Services); and CONSULTANT agrees to such re-use in accordance with this provision.

If the Contract Administrator elects to re-use the services, drawings, specifications, and other documents, in whole or in part, prepared for this Project for other projects on other sites, CONSULTANT will be paid a re-use fee to be negotiated between CONSULTANT and CITY if the re-use requires the services set forth below.

Each re-use shall include all Basic Services and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This re-use may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all re-use assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of re-use for the new site location.

The terms and conditions of this Agreement shall remain in force for each re-use project, unless otherwise agreed by the parties in writing.

10.30 PAYABLE INTEREST

10.30.1 Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONSULTANT waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

10.30.2 Rate of Interest. In any instance where the prohibition or limitations of Section 10.30.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

10.31 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

10.32 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(The remainder of this page is intentionally left blank.)

FOR INDIVIDUAL:

WITNESSES:

Signature

Print/Type Name

Signature

Print/Type Name

CONSULTANT

By _____

(Please Type Name)

____ day of _____, 20____.

FOR CORPORATION:

CONSULTANT

ATTEST:

(Please Type Name of Consultant/Firm)

Secretary

By _____
President/Vice President

(Please Type Name of Secretary)

(Please Type Name of President/Vice President)

CORPORATE SEAL

____ day of _____, 20____.

**EXHIBIT A
SCOPE OF WORK**

EXHIBIT A
SCOPE OF WORK
Project Schedule

Project No: Project Number
Project Title: Project Title
Facility Name: Facility Name

The required project schedule milestones for this project are presented below. Items marked undetermined require additional development and submittal of the Consultant's Project Development Schedule as required by the Professional Services Agreement for this project.

**EXHIBIT B
SALARY COSTS**

Project No: Project Number
Project Title: Project Title
Facility Name: Facility Name

EXHIBIT C
SCHEDULE OF SUBCONSULTANT PARTICIPATION

Project No: Project Number
Project Title: Project Title
Facility Name: Facility Name

No.	Firm Name	Discipline
1.	Firm Name	Discipline
2.	Firm Name	Discipline
3.	Firm Name	Discipline
4.	Firm Name	Discipline
5.		
6.		
7.		
8.		
9.		
10.		

EXHIBIT D
BACKGROUND CHECK AFFIDAVIT
(Page 1 of 3)

STATE OF FLORIDA () SS.
COUNTY OF (_____)

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Florida.
2. I am the _____ (title) of _____ and I certify that I have the authority to make the representations set forth within this Affidavit.
3. _____ intends to enter into a contract with the City of Deerfield Beach Restaurant Operations for contracted services.
4. The fulfillment of the Background Check requirement has been conducted through The Florida Department of Law Enforcement's Computerized Criminal History (CCH) database (Level I).
5. All criminal background checks must be conducted prior to any covered individual's initial access to city's property and, depending on the contract's term, on an annual basis thereafter.
6. I hereby certify that in accordance with requirements of Section 38-117 of the Deerfield Beach Code of Ordinances, background checks have been completed for all person employed by or under contract with the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on city property and certify that no person who has been convicted or who has entered a plea of nolo contendere for any crime set forth within Section 38-117 shall perform work on city property. A list of such employees is set forth on Exhibit "A", attached hereto and made a part hereof.
5. I also certify that I shall maintain records of the criminal history checks for each person doing work on city property during the contract period and for one year thereafter and shall make such records available for inspection and verification by city.

BACKGROUND CHECK AFFIDAVIT
(Page 2 of 3)

Executed this _____ day of _____, 20__.

By _____
(Signature)

By _____
(Name and Title)

The foregoing was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

typed, printed or stamped

(Title or rank)

My commission expires:

(Serial number, if any)

east-west alleyway (#10 on the aerial) at the southern end of the site provides a route for service vehicles. The CRA also offers grants for façade improvements, and that program is beginning to be utilized by property and business owners.

Phase II – Like Phase I, Phase II proposes improvements related to connectivity and buffering and architecture. Connectivity would be enhanced by relocating the connection to Sullivan Park to begin just east of a parking structure proposed for Phase II, additional entryway features, and a pedestrian promenade along the marina. Architecture provisions include allowances for additional height on the north and west sides of the Cove and, for taller buildings, use of tropical design elements such as porches, metal roofs, and shutters.

North of Hillsboro Boulevard: Sullivan Park and Surrounding Area

The Park and Surrounding Area

Located at Riverview Road (#6 on the aerial) and the Intracoastal Waterway, the 2.5-acre Sullivan Park (#13 on the aerial) has an excellent location. The Intracoastal Waterway forms its eastern boundary, and its main entryway (#11 on the aerial) is marked by the traffic light where Riverview Road intersects Hillsboro Boulevard. Despite its good location, the park is underutilized, and few residents know it exists because of its low visibility from Hillsboro Boulevard. Park features include public restrooms, an outdated shuffleboard court, and several large trees that shade barbecue grills and benches.

Sites adjacent to or near the park include:

- To its east, an historical site (#4 on the aerial) where Seminole Indians hunted deer (the origin of the city's name). The site represents the largest single Indian capture during the second Seminole war.
- To its west, at the intersection of Riverview Road and Hillsboro Boulevard, the Deerfield Beach Chamber of Commerce (#15 on the aerial).
- To the east, the Deerfield Island Boat Ramp (#5 on the aerial) that is located on a small sliver of land that provides the only access to the 56-acre Deerfield Park-owned and operated by Broward County and providing critical habitat for gopher tortoises.
- To its northeast, the former Riverview Restaurant site (#14 on the aerial) that, because of a foreclosure, is now owned by Builder's New York Holdings. Although recently planned for a small boutique hotel, the waterfront site is now vacant and is listed as one of the top five CRA acquisition priorities (potentially for an expanded Sullivan Park).



Sullivan Park (above) presents an ideal gathering place for city residents to enjoy the benefits of its Intracoastal Waterway location (shown above during the Farmers' Market). Its proximity to Deerfield Island (image below) adds to its natural value.



- To the northwest, Hillsboro Landings (#12 on the aerial), a condominium development composed of four buildings. Residents complain of homeless people using the park and the lack of maintenance and are concerned about more traffic on Riverview Road if the park is developed more intensely. They would, however, like to see an expansion of the park and a safer, more pleasant environment.

What Residents Say About the Park and the Park Master Plan



Sullivan Park presents a rare opportunity in South Florida – a place to create a beautiful urban park that connects residents to and celebrates its waterfront location.

Residents’ comments about Sullivan Park emphasize its waterfront location. They want a park where people like to spend time and take their children or grandchildren to play, fish, have a picnic, watch or rent boats, and have occasional community events (an art show, culinary event, and movies, for example).

The 2004 plan for the park (illustrated above) features elements that emphasize those water connections that city residents value. They include a waterfront gazebo, lighting along the waterfront, a place to rent kayaks and small canoes, and a fishing pier and gazebo under the Hillsboro Boulevard bridge that crosses the Intracoastal. At the southern edge is a stair to access Hillsboro Boulevard.

TAP Focus

The TAP was asked to focus on practical recommendations that can be implemented and financed and will provide the improvements that stakeholders and the public desire for the area. As described in more detail in Appendix B, the TAP specifically focused on:

- How to maximize the redevelopment potential of the Cove Restaurant and former Pal’s restaurant sites so that they create a landmark anchor for the Cove Shopping Center and an economic generator that can help fund improvements at the Sullivan Park site while minimizing potential public concern about more intense development.

- The greatest impediments to redevelopment and how to mitigate them.
- The expansion possibilities of the Sullivan Park area and the elements that should be included in a great urban park with a waterway location.
- Parking needs and solutions for the study sites and nearby uses.
- The CRA's capacity to accomplish the TAP recommendations and the highest priorities for allocation of public resources.

The TAP's Response to the CRA's Questions

TAP Chair Chuck Bohl began the panel's report-back session with a welcome and review of the TAP's focus: the eastern part of the Cove Shopping Center and Sullivan Park (two opportunity areas with a prime waterfront location and proximity to the highly utilized Hillsboro Boulevard). The panel members, Bohl noted, were volunteers and their areas of expertise were aligned with the issues related to the TAP's focus – urban design, landscape architecture/park design, planning, parking, traffic engineering, and real estate development, management, and finance. To develop their recommendations, the TAP members toured the study area, reviewed extensive background materials, and carefully listened to residents during a public comment session.

TAP members organized their comments around four topics:

- Eastern edge of the Cove Shopping Center
- Sullivan Park and its surrounding area
- Impediments to redevelopment and parking
- CRA implementation capacity and priorities

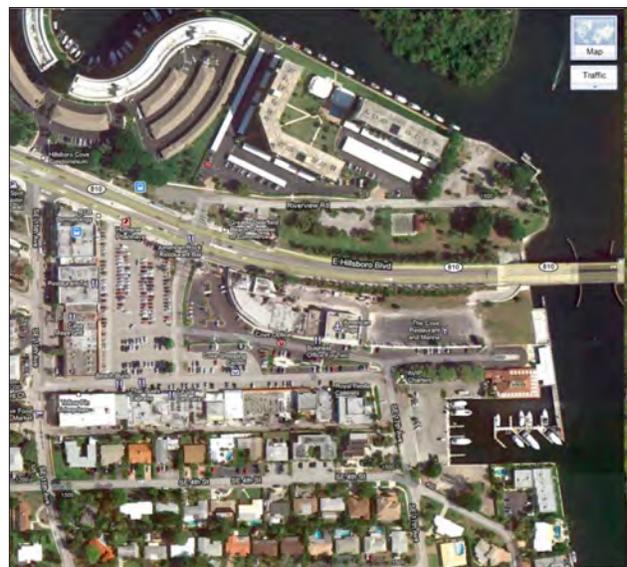
The eastern edge of the Cove Shopping Center

The TAP's comments on the eastern edge of the Cove Shopping Center focused on redeveloping the area as an anchor for the shopping center that would maximize economic returns and at the same time minimize public concerns about more intense development. The TAP organized its discussion around two topics: opportunities and issues that should be addressed and strategies to consider.



The TAP spent a day-and-a-half learning about the study area and developing responses to the areas that they had been asked to focus on and provide direction.

"The highly desirable location of the Cove Shopping Center makes it a strong candidate for developing a regional business center that will provide a higher economic return for the land-owners and the community. Public benefits include a strengthened job base, higher tax revenues, and an enhanced quality of life for all residents." (The ULI Technical Assistance Panel)



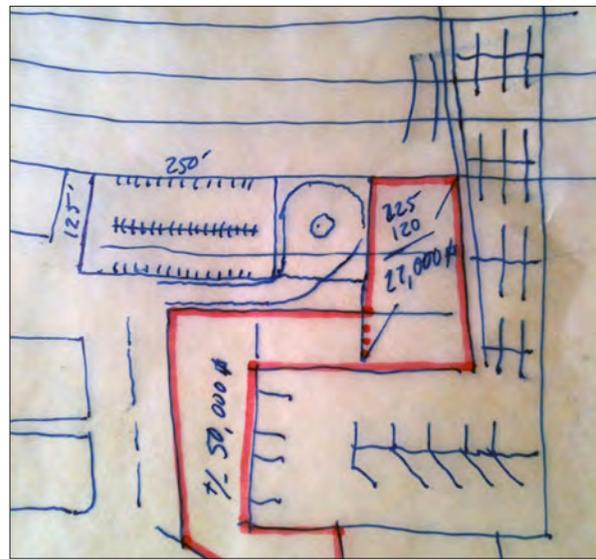
The TAP focused its recommendations on how to enhance and strategically position two key areas (depicted above) that front the Intracoastal Waterway and border Hillsboro Boulevard – Sullivan Park to its north and the eastern edge of the Cove Shopping Center to its south.

Opportunities and Issues

The eastern edge of the Cove Shopping Center, the TAP observed, has some real pluses and some challenges.

Pluses:

- The properties have Intracoastal Waterway frontage (their most important marketable feature), direct access to Hillsboro Boulevard, and close proximity to the beach.
- The sites have the potential for connectivity to Sullivan Park (north of Hillsboro Boulevard) which is a scenic and historic city asset for the entire community.
- The waterfront parcels are controlled by two owners who are interested in infill and redevelopment: (shown in the solid green and hatched red in the illustration to the right) along with the city-controlled land area (the SE 3rd Court right-of-way between the two large privately-owned tracts).
- The city is willing to use its resources to stimulate private redevelopment consistent with the 2006 charrette and master plan. Redevelopment could include contributing a part of the city right-of-way between the two private tracts to gain desirable community outcomes (e.g., depth for space to line the parking garage with retail), provided that the property owners contribute a fair share of the investment. The city's and CRA's investments already include the current improvements to the Cove Shopping Center, the availability of a Commercial Façade Program to help businesses coordinate façade improvements, and the CRA's convening of the TAP to look at the potential of this pivotal area.



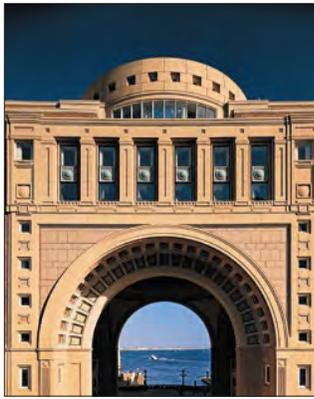
TAP working sketch illustrating the development potential of consolidated properties

The most frequently cited challenges involved problems with parking, particularly at peak times. Potential solutions such as structured parking are constrained by the multiple ownerships of the properties comprising the Cove Shopping Center. Other issues are the level of development intensity that will be acceptable to the center's neighbors and economic and market conditions that are still in recovery mode for these particular real estate sectors. Maintaining views and public access to the water is also considered important. The views and public access to the water justify the use of public resources invested in support of redevelopment and also contribute to the value and desirability of properties throughout the Cove, not only those bordering the waterfront. Vistas to the water can be modest and should not preclude development, for example an attractive pedestrian passageway of sufficient height to frame a dramatic view to the water through a building.

Strategies to Consider

The TAP explored a number of development scenarios (illustrated below) that related to the development of a signature destination anchor for the Cove Shopping Center and related parking strategies.

- A single-story scenario that involved approximately 60-65 percent of the site as surface parking and 35-40 percent of the site as buildings.
- The development potential achieved by consolidating the two privately-owned properties and a portion of the SE 3rd Court right-of-way.
- Several Cove Village/Marine Village scenarios and related parking estimates.



Example of a dramatic vista to the harbor in Boston through the Rowes Wharf building that houses a hotel and other uses and provides public access. This concept could be adapted to the style and scale of development appropriate for the Cove in Deerfield Beach.

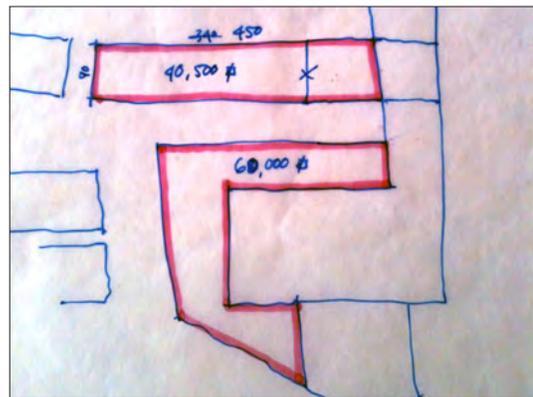
Alternative Redevelopment Scenarios

Although the single-story scenario illustrated the lowest risk and lowest cost option given current market conditions, the TAP does not recommend that option as it is the least satisfying from both a highest and best use real estate scenario and from a public investment perspective. The single-story option would fail to tap the existing development potential of the properties, would not enhance the value of the overall Cove properties or the center's attractiveness for prospective tenants, and would result in large amounts of surface parking that would defeat any effort to create a sense of place.

The TAP used the analysis from the above to prepare two alternative redevelopment scenarios (depicted in the image at the top of the next page). Both scenarios call for:

- Commercial uses, including restaurants and a limited amount of additional cafe/lounge space
- Marina wet slips
- Residential multi-family dwelling units

The difference in the two scenarios is the amount of



A single-story scenario with surface parking



A Cove Village/Marine Village scenario

the subject site or the proposed redevelopment scenarios; rather, they serve as preliminary guidance to the CRA in its approach to the site's redevelopment process. The TAP strongly recommended that the CRA and their development partners should undertake more comprehensive market and financial analyses to better define the alternative program options, especially before entering into any negotiation and/or contractual obligation between the CRA and landowners.

In consideration of the preliminary evaluation outlined above, the TAP offered the following recommendations for redevelopment scenarios A and B for the CRA consider:

- Contributing some of the right-of-way to facilitate the development of scenarios A and B. The right-of-way can enable configurations of buildings to provide for a variety of uses. That, in turn, will enhance the market potential of the properties and also help accommodate a retail-lined parking garage by providing the additional depth that might be needed. (Because of the FDOT right-of-way that restricts development along Hillsboro Boulevard, the current parcel might lack the lot depth necessary for a garage). In-kind contributions in the form of expedited plan review, approval, and permitting should also be considered to support redevelopment.
- Funding the needed parking garage feasibility analysis to support redevelopment scenarios A and B and the Cove Shopping Center.
- Negotiating with the primary property owner of the site for the proposed parking structure. That could include developing a contribution of land concept with the property owner for consideration of development related consideration. The CRA could also consider the trade of land for the retail square footage developed at the ground floor level of the proposed parking garage.
- All scenarios should require public access to the waterfront that connects with the passageway to Sullivan Park and allows for waterfront cafes and restaurant seating on the waterfront side.

The Deerfield Beach Marine Village

The TAP used the information gathered through the analysis of the alternative development scenarios to develop a concept plan for a Deerfield Beach Marine Village. "The Marine Village is a key component for the redevelopment and economic prosperity of the Cove Shopping Center and the CRA redevelopment area as a whole," the TAP concluded.

Depicted in image to the right, the Marina Concept Plan includes the following elements. (Numbers on following page correspond to those on the concept plan.)



The Marine Village Concept Plan maximizes a superlative waterfront location while creating a development style and form that will complement the surrounding area.

- Located at the easternmost end of the Cove Shopping Center, the Marine Village is anchored by a retail-lined garage (1). The garage will accommodate all parking necessary for the Village itself, as well as the additional parking needed to ease the current parking congestion and provide additional parking for beachgoers.
- A surface parking lot to the rear (1a) of the garage located over land leased from FDOT acts as overflow parking and allows for vehicles to loop around the garage. That loop provides easy drop-off to waterfront restaurants and residences, as well as efficient use of the vehicular circulation.
- The liner retail (2) that wraps the ground floor of the garage seamlessly links the existing retail with the new proposed waterfront retail (3) and restaurants (4). The retail would contribute to the pedestrian environment and add to the existing mix of stores and restaurants.
- The master plan proposes a system of public, open waterfront plazas (5) that can house special events such as green markets or small weekend concerts (such as Jazz on the Waterfront in Stuart), while ensuring that access to the waterfront remains a public amenity. That is an important trade-off in view of the fact that, in order for the master plan to be executed as shown, the city will need to allow redevelopment to occur within currently designated public right-of-way and in excess of what zoning presently allows. The CRA may also need to commit resources to make the garage feasible and ensure that there are enough spaces to support parking needs above and beyond those required for the new development.
- Live-work units and townhouses (6), or a small, marine-oriented boutique hotel (6), are proposed to transition both with similar height, use, and intensity into the neighborhood to the south.

To create a level of development that is compatible with the surrounding area, smaller buildings in the Key West style of architecture identified in the 2006 master plan should be used. The façade, scale, and size of buildings should create the feel of a village and form small inviting places to discover. In plain terms, this means development



The Palm Beach County Intracoastal Waterway Master Plan (above) depicts a Key West styled marina village.



consisting of multiple buildings of moderate size with walkways and vistas in between rather than one or two large, monolithic buildings that might wall off the waterfront (see the building footprints in the illustrative conceptual plan). Larger, more contiguous buildings are possible if the design incorporates significant public passages and views, for example the Rows Wharf building on Boston harbor, however it becomes increasingly difficult to realize the “Key West Village” character.

Equitable Sharing of Benefits

The more intense development enabled by structured parking brings with it a number of equity factors. They include who pays for the land and the construction and how to fairly address the fact that one property (the former Pal’s/Charley’s restaurants) is far more suitable for a parking structure. “There must be equitable sharing of the costs and benefits of a garage to the redevelopment of the entire area,” the TAP stressed. That means an important next step is for all three property owners (the two private owners and the city) to sit down in a series of facilitated discussions that enable them to jointly work through the issues and agree on the scenario that creates maximum value for all parties, including the public. The small number of property owners and the potential to unlock increased development potential and deliver a high quality public waterfront that will enhance the value of the Cove as a whole make this a win-win scenario for all stakeholders.

Sullivan Park and its surrounding area

Sullivan Park is currently an unrealized amenity, suffering from poor design, low maintenance, and sparse activity that encourages vagrants and potentially undesirable activities. The least safe parks are those with the least amount of activity. As a part of developing its recommendations, the TAP listened closely to residents of the high-rise condominium buildings adjacent to Sullivan Park who attended the



In the image on the right, the Palm Beach County Intracoastal Waterway Master Plan depicts a Key West styled marina village.



Sullivan Park is situated to be a great waterfront park for the community. Pictured above, it is nestled between Hillsboro Boulevard, a major regional connector, and Riverview Road and terminates at its eastern edge at the Intracoastal Waterway, thus providing a rare and highly desirable waterfront location. To its immediate south is the popular Cove Shopping Center.

workshop. The TAP also considered the park's potential as a community-wide public space for all residents of Deerfield Beach. The TAP's recommendations for Sullivan Park focused on how to make it a great urban park that celebrates and provides access to the water while balancing the wants and needs of the adjacent residents and all residents of the city. TAP member comments are organized around three main topics: learning from great parks, observations about Sullivan Park, and potential park features and options.

Learning from Great Parks

TAP comments about common features of great parks focused on the basic elements of a functional park and the features of great waterfront parks.

Basic Elements of Functional Parks

For parks to function well, they must have a combination of elements:

- Shade and sun
- Attractive views
- People
- Activities for all age groups
- Food and drink
- Restrooms
- Easy access by foot
- Convenient access for patrons
- Attractive lighting for aesthetics and safety
- Maintenance and upkeep

They also should provide three types of places:

- Places to be alone but not feel isolated
- Places to be with a small group without disturbing the privacy of people who want to be alone
- Place(s) for occasional community gatherings during special events of limited duration (e.g., a 4th of July Celebration, a "Parade of Boats" type event, and community celebrations)



This partial view of Hillsboro Inlet Park shows several elements of what all parks need to be successful, including things to do for people of all ages such as to watch or access the water, stroll, or picnic. Not shown are the playgrounds, historic markers, restrooms, showers, shade pavilions, fishing docks, and other amenities. Even with all those activities in a 1.5 acre park, there is still room for open lawn space that is not only useful for lawn games, but also serves as rainwater storage during major storm events and frames views into and out of the park, making the space "feel" larger than it really is.



The riverwalk in Sanford, Florida, includes places to picnic, concession areas, and a broad pedestrian walk that is scaled to be comfortable for one or two people to use, but also works for thousands of visitors.

The rule of thumb used by the Project for Public Spaces, which has studied and helped created great parks since William H. Whyte's work began in the 1960s, maintains that there must be at least ten different reasons to be, or things to do, in a park. Having at least 10 things to do helps insure that a variety of people will use a park, thereby reducing the risk of any single group deterring or preventing others from enjoying it.

Among the relevant factors:

- People want to be around other people or at least want to know that others are nearby.
- People need to feel safe; empty parks are uninviting and make many people feel vulnerable.
- Not enough people using a park lead to dead periods during the day when the park is, or is perceived as, empty. Loiterers gravitate to dead spaces and may deter potential park users. Crime also gravitates to dead spaces where there are not enough potential witnesses to discourage criminals from engaging in illegal activities

Features of a Great Waterfront Park

To take full advantage of the natural beauty of the location and focus attention on the water, great waterfront parks provide:

- spectacular or carefully composed views from within the park to the water
- direct contact with the water
- close proximity to the water
- activities and other park features on or near the water

They also integrate the park with its surroundings through:

- working in harmony with the ecology of the region through features and spaces that “do no harm” to the environment or neighborhood
- features and spaces in scale with the neighboring land uses and water bodies
- incorporating materials, forms, and patterns that recall the history of the place



The waterfront park in Beaufort, South Carolina, (image above) combines natural beauty, food, and recreational activities into a world class facility that is tailored to the lifestyle of the city's residents and visitors and celebrates and provides multiple ways to connect to the water. That is in stark contrast to Sullivan Park (image below), which has areas of disrepair and disuse and does not offer amenities on the water.



Observations about Sullivan Park

The Park Today

The most salient feature of Sullivan Park is its extraordinary setting with nautical, urban, and natural views. Despite that setting, there are no well-designed places to sit, picnic, or stroll along the water's edge.

In addition, the current facilities are in state of disrepair. The existing restrooms look uninviting, the shuffleboard courts are not usable, and the large, old trees are set in a sea of broken asphalt, gravel, and weedy grass that is not park-like. Another negative is the dead-end underpass that people avoid instead of using to walk over to the Cove Shopping Center, to fish, or to simply take pleasant, leisurely walks along the waterfront (which is a primary activity of all successful waterfronts).

Unique Opportunities

Two opportunity assets are its proximity to the Intracoastal Waterway (upper image to the right) and two adjacent parcels that could be used to further the park experience.

The Intracoastal Waterway: Sullivan Park's location on the Intracoastal Waterway presents some limitations and an opportunity.

The principal limitation is the restriction on the amount of development (only non-permanent structures are allowed) that can occur on the west side of the waterway (the FIND easement area between the red and blue lines in the image to the upper right). Docks may be possible under the bridge (would first require dredging to allow boat access) and in the area protected by the wooden fender that would protect the dock from boats travelling in the channel. Those restrictions would also limit the amount of development that occurs on the east (upland) side of the park.

The opportunity is potential access to the resources of the Florida Inland Navigation District (FIND), the special taxing district that is responsible for the management and maintenance of the Atlantic Intracoastal Waterway in Florida. The district has a number of assistance programs including the Small-Scale Spoil Island Restoration and Enhancement Program (used for Deerfield Island Park improvements),



Opportunities to enhance Sullivan Park include potential access to funding from the Florida Inland Navigation District that manages and maintains the Intracoastal Waterway (image above) and the proximity of the two adjacent properties (shaded in red below) that could become part of a larger concept for the park.



Cooperative Assistance Program, and Waterway Assistance Program. The Cooperative Assistance Program can be used, for example, for boat ramps, docking facilities, fishing and viewing piers, waterfront boardwalks and educational programs and facilities. The city's chance to receive additional funds is enhanced by the fact that the district has already invested in the area.

Two Adjacent Properties: Another opportunity is the adjacency of two properties that could become part of a larger concept for the park. They are the Deerfield Beach Chamber Commerce building, located to the west of the park at the intersection of Riverview Road and Hillsboro Boulevard, and the former Riverview Restaurant site, to the northeast of the park, that is vacant, available and listed as one of the top five CRA acquisition priorities. The potential availability of that site is all the more important because of the development limitations placed on the east side of the park and the greater feasibility for a dock and upland structure because of fewer restrictions at this location.

Potential Park Features and Circulation Options

As described below, the TAP outlined several potential park activities and uses. Three circulation options were also provided. Each option, which depicts the impact on the park space, accessibility, and visibility, can be used by the city in the future when it prepares a park master plan and decides on a mix of park activities tailored to the site and park user needs.

Potential Park Features

A revitalized Sullivan Park could offer a variety of activities and related facilities, including:

- Day slip boat docks
- Shuttle to Deerfield Island
- Canoe and kayak launch
- Strolling paths



Key West-style tiki huts (above) provide a place for casual waterside lunches and views of the water. A sampling of signature and functional art for parks (images below).



- A waterfront promenade that follows the shoreline from Sullivan Park through the Cove
- Fishing and dock area
- Children’s play area
- Moveable seating
- Picnic tables
- Grills
- Great lawn area(s)

Special accent features could also be used to provide points of interest and additional activities. Examples include:

- An interactive water feature – a water fountain that people can sit on, walk through, walk under or over, sometimes without getting wet, other times they may choose to be fully immersed. Shown in the image to the upper right from West Palm Beach, the fountain gives children a chance to play in water without the danger of drowning associated with swimming pools.
- Signature art – a unique accent feature for park space that can be enjoyed on several different levels, such as through the symbolic messages of the artwork, humor, or aesthetic qualities of color and shape. They can be abstract large scale features or functional art at a human scale such as a custom benches, shade structures, play features, or ornate paving and wall surfaces.
- Interpretive and educational exhibits or installations
- Waterside access docks
- An overlook/observation platform or modest observation tower/lighthouse building as a distinctive landmark

To provide more “eyes” on the park, several of the uses above could be combined in a small casual Key West-style place on the water that provides a place to rent kayaks and canoes, dock a boat, buy bait, and get something light to eat, or have a drink. This could incorporate a distinctive waterfront restaurant, reviving the popularity of the Riverview Restaurant that was lost. The facility could be owned by private operator or the city.

In Miami-Dade County, the Red Fish Grill (depicted above) is a distinctive landmark property in the Matheson Hammock Pavilion building located in the historic Matheson Hammock Park, a Miami-Dade



Children playing in a fountain on Clematis Street in downtown West Palm Beach (above). The Red Fish Grill (below) is located in the historic Matheson Hammock Park, a Miami-Dade County Park and recreation area.



County Park and Recreation area. The CRA, the TAP recommended, should consider working with the bank that owns the Riverview Restaurant site to develop or sell the land for such a facility (further economic and financial analysis should be undertaken to ensure optimal utilization of CRA funds).

Circulation Options

The TAP began its discussion of circulation options by reviewing a preliminary park road diagram (illustrated above). TAP members noted the following advantages and disadvantages of the options.

Advantages:

- Moving the park access drive south to the toe of the bridge embankment allows for a contiguous park space north of the drive, with parking for the park and a turnaround at the end
- Providing a connection under the bridge dramatically improves surveillance capabilities in addition to pedestrian and vehicle (restricted to special events only) connectivity for the park and the Cove Shopping Center
- Using a turnaround discourages cut-through traffic

Disadvantages:

- All existing park features must be replaced, including roads, restrooms, and parking
- Residents to the northwest may perceive this as an encroachment of park users into their realm

Building on the initial park circulation option, the TAP explored a series of options (A-C, with refinements) described below and illustrated in the images to the right and on the following page.

Park Option A – Features:

- Web of walkways leading to/from the water and to the Cove and Hillsboro Boulevard
- Small concession buildings at the northwest corner offer food, canoe/kayak rentals, and a picnic plaza facing north to Deerfield Island



Preliminary park road diagram showing parking and the potential for a connection under the bridge to the Cove Shopping Center (image above). Large turnaround and parking area just west of the existing restroom (image below).



Option A: Park road turnaround with parking at the east end and preserving existing trees in the middle.

- Small “tot lot” play area west of existing restrooms and parking (replace existing shuffleboard)
- Potential for bridge underpass connection

Park Option B – Features:

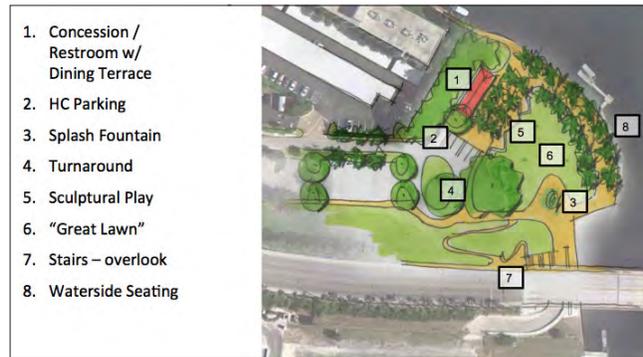
- Small concession building and shade pavilions radiate away from entry turnaround to water
- Coconut palm picnic grove along water
- Chickee hut at “point” of the park; on axis with entry drive and in view from the underpass
- Potential for underpass road connection



Option B (image above): Small park road turnaround and accessible parking spaces at the east end; existing parking area expanded.

Park Option B Refinement – Features:

- Concession /restroom dining terrace
- HC parking
- Splash fountain
- Turnaround
- Sculptural play
- “Great lawn”
- Stairs – overlook
- Waterside seating



Park Option C – Features:

- Play space between existing restroom and large tree
- Interactive fountain in center of park, visible from the entry drive, play area, and water
- Chickee hut next to a “Great Lawn” area
- Picnic grove with coconut palms and buffer plantings along west side of park
- Simple, wide multi-purpose paths delineating the outdoor spaces



Option C (top image): Small turnaround just after the condominium entrance and expanded paved parking area to the west. Option C Refinement (image below).

Park Option C Refinement – Features:

- Chickee hut
- Play space
- Splash fountain
- Restroom
- Coconut picnic grove
- “Great lawn”
- Stairs – overlook
- Waterside seating



A Great Park Example

Bryant Park, a green oasis in the heart of Manhattan behind the New York Public Library, is an example of the classic great park renaissance that incorporates many of the recommended park elements and illustrates the potential to maintain a variety of continuous, passive activities while also accommodating the occasional spectacular community event. Bryant Park is not a waterfront park; however, its transformation from an undesirable, threatening, and underused public space that attracted vagrants and drug dealers in the 1970s into the crown jewel of the city's park system after its redesign was completed in 1992 is a case study in safety, flexibility, and beautiful park design.

The park incorporates:

- A great lawn lined with a variety of shade trees that form an arboretum, with species labeled using distinctive low-to-the-ground iron post signs.
- Tree-lined walkways that wrap around the park and feature benches that attract a steady stream of people strolling, meeting and conversing.
- Two small kiosks at the fountain terrace entrance where sandwiches, soft drinks, and coffee are available and people can sit and have a light breakfast, lunch, or refreshments.
- Moveable chairs so that people can position themselves in or out of the sun, off by themselves, or in pairs or larger groups.
- An exceptionally clean and well-maintained public restroom on one side of the park, near the library, and an area where people can select and read books from bookstands at small café tables in the shade along the northern walkway closest to the library.
- At the rear of the library, a large open-air patio served by an outdoor café and an elegant, upscale indoor restaurant providing more substantial meals. The patio overlooks the great lawn, which is a simple green space where people can sit or lay on blankets to enjoy the sun, read, relax, or play with their children.
- Wireless internet access provided by the library to park users.



The redesign of Manhattan's Bryant Park converted it from a threatening place that attracted vagrants and drug dealers to the crown jewel of the city's parks.



The design for Bryant Park features a great lawn wrapped by tree-lined walkways (above). Depicted below, kiosks provide places to buy refreshments and movable chairs enable park visitors to arrange them to fit their needs.



For special occasions, Bryant Park is transformed into a dramatic entertainment space for outdoor movies, fashion shows, concerts, and events that attract major sponsors and provide funding to support the maintenance and upkeep of the park. Temporary stages and screens can be quickly set up for an event, and dismantled and removed to return the park to its passive character the next day.

The renaissance of Bryant Park exerted an incredible “halo effect” on the adjacent properties, where leasing increased 60 percent and rental rates increased 40 percent in the 24 months after completion. An investment in Sullivan Park will have a similar effect on the nearby residential properties for existing residents and should have a positive effect on the Cove Shopping Center once an attractive waterfront promenade is realized. Bryant Park also provides an exceptional model that illustrates how Sullivan Park could balance the desire for a quiet public gathering place with modest food and refreshments and everyday year-around park and water activities that provide a beautiful waterfront venue for occasional community events and celebrations. Bryant Park also demonstrates how the maintenance of and support for a park can be subsidized by private funding for special events.

Impediments to redevelopment and parking

The TAP suggested a series of steps to address a major site impediment –parking. Concerns related to parking supply were discussed in two contexts: (1) in relation to zoning requirements and (2) in relation to actual demand, including future increases in demand resulting from more intense development on site. Recommendations focused on conducting a comprehensive parking demand study, establishing a parking waiver certificate or in-lieu of payment program, and establishing a new parking rate structure.

Comprehensive Parking Study

During the TAP process, panelists heard varying anecdotal accounts regarding the adequacy of the current parking supply to meet existing demand requirements. To better understand the existing baseline demand and how that demand fluctuates throughout hours of the day and days of the week, the TAP recommended that the CRA conduct a comprehensive parking demand study to understand the current utilization.

The study should include the following steps:

- Collect existing parking utilization/turnover data.
- Review code requirements.
- Recommend parking ratio adjustments and allowances for shared parking.
- Analyze surrounding parking inventory and options.
- Evaluate pros and cons of surface versus structured parking options.
- Prepare projections of short term and long term parking supply needs for the Cove shopping center and other potential parking patrons (e.g., visitors to Sullivan Park).

The study results should be used to evaluate the parking requirements in the current zoning code. The current requirements, the TAP stressed, appear to be out of line with true demand for some uses. Applying the current parking standards to the new development would require additional parking spaces, which translates to higher costs for structured parking. For surface parking, that would create a significant increase in the amount of land dedicated for potentially unused parking. Changes to reduce the current code requirements could be implemented through a zoning overlay and/or shared

RESOLUTION NO. 2013/

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA AUTHORIZING STAFF TO NEGOTIATE A CONTRACT WITH BERMELLO AJAMIL & PARTNERS, INC. FOR THE DESIGN OF THE SULLIVAN PARK EXPANSION PROJECT

WHEREAS, the CRA Plan identifies the Sullivan Park Expansion Project as a redevelopment project; and

WHEREAS, the City of Deerfield Beach issued a Request for Qualifications (RFQ #2012-13/09) for architectural and engineering services for the Sullivan Park Expansion Project in accordance with the State of Florida and the City of Deerfield Beach CCNA requirements; and

WHEREAS, on Friday, January 11, 2013, invitation letters were sent to the appropriate registered vendors via e-mail, facsimile or USPS; and

WHEREAS, on Wednesday, February 13, 2013, twelve (12) responses were received by the due date and time; and

WHEREAS, one (1) response was deemed non-responsive because the firm did not submit the required documents and the submittal did not conform to the RFQ requirements; and

WHEREAS, the Evaluation Committee evaluated all responsive and responsible proposals and short listed the top five (5) ranked firms; and

WHEREAS, the Evaluation Committee's number one recommendation is Bermello Ajamil & Partners, Inc.; and

WHEREAS, CRA staff is requesting authorization to negotiate with the first ranked firm Bermello Ajamil & Partners, Inc.;

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

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

Section 2. The CRA does hereby authorize Staff to negotiate a contract for the Sullivan Park Expansion project with Bermello Ajamil & Partners, Inc. If a contract cannot be successfully negotiated with Bermello Ajamil & Partners, Inc., the CRA authorizes staff to negotiate with the second ranked firm.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2013.

JEAN M. ROBB, CHAIR

ATTEST:

ADA GRAHAM-JOHNSON, MMC, CITY CLERK

Deerfield/CRA/Sullivan ParkRFQ

REQUESTED ACTION:

Request for direction regarding the continued implementation of the community policing program.

SUMMARY EXPLANATION/BACKGROUND:

At the January 22, 2013 CRA Meeting, staff provided the Board with a summary report highlighting the community policing program and notable outcomes. The Board directed staff to provide raw data on detail deputies' activities so that Board members could evaluate the program accomplishments independently and arrive at their own conclusions about the program. A two month period of daily reports from BSO deputy detail officers who are patrolling the CRA District are attached to this item for the Board's consideration. Sergeant Valerie Devlin has been the CRA's project liaison and she provided an explanation of some of the terms used by the deputies in their reports (attached).

As discussed in January, if the Board directs staff to continue the program, CRA staff and BSO deputy detail officers will attend HOA meetings within the District to ensure wider awareness of the program among residents. Also, if the Board agrees that the program should continue, staff will provide the Board with monthly community policing reports of patrol highlights and accomplishments in the CRA agenda packet.

ATTACHMENTS:

Memorandum regarding BSO report language
BSO Deputy Detail Daily Reports (January and February)

From: [Devlin, Valerie](#)
To: [Kris Mory](#)
Subject: 10 codes
Date: Friday, April 05, 2013 10:48:10 AM

Good Morning Kris,

These are some general terms that are descriptions of the 10 codes. You will see these on the Deputies daily report.

10-8 - available for duty, calls etc.

10-6 - this is a status to show the Deputy is busy in a particular place. For example 10-6 then you will see locations, Bru's room, Sullivan Park, The Pier, etc.

10-50 - this is a traffic stop. Vehicle pulled over for various reasons. You will also see in that spot the outcome of the stop, traffic citation issued, traffic warning, or arrest.

10-15 - person or persons under arrest,

13-(I) incident or 13-(P) person . This is a general term for a suspicious person or incident. Generally that is something called in by 911 or if the Deputy on-views this on his own. The Deputy will run the person thru our data base making sure they are not wanted for anything and determine what they are doing in the area.

22- this is a general disturbance call. People being loud in the area, music playing loud, etc.

The term ALPHA is when the Deputy writes a report for something, for example a lost cellphone , missing bike, anything that needs a report.

The term BRAVO means the incident is documented on the daily but a physical report wasn't generated .

FI card is a field interview card. This is a short document that is created if a Deputy stops someone who maybe doesn't live in the area, acting suspicious , or if the Deputy wants to Trespass them from the area.

The last code you should see is 10-7. This is the code for shift complete.

This is just a general cheat sheet if you will for translation of the daily report the Deputy completes. I don't want to make it really confusing because there are about a 100 codes. I will bring the complete list of codes to the meeting in case there are more questions.

Sergeant Valerie Devlin
Deerfield Beach SET team
(954) 426-6888

Sent from my iPad

DAILY LOG

Deputy Jerome Squadrito	CCN 9413	Supervisor Sgt. D.Christophers	CCN
District/Unit Deerfield Beach	Date 01/03/2013	Shift Bravo	Zone 1002
Vehicle Number 9413	Mileage On 44915	Mileage Off 45000	Miles Driven 85

DAILY ENTRIES

D
E
1

Dispatched Signal 10-8	Zone 1002	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 19:00	Coded Signal 10-8	Code Out <None>	Case Number
Address 1002 ZONE Deerfield Beach								Ops Plan Number
Narrative IN SERVICE 10-6 CRA DETAIL.								

D
E
2

Dispatched Signal 10-50	Zone 1002	10-51 19:04	On View <input checked="" type="checkbox"/>	10-97 19:04	10-98 19:10	Coded Signal 10-50	Code Out <None>	Case Number
Address 200 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative TRAFFIC STOP VEH. TRAVELING IN AND OUT OF TRAFFIC SOUTH ON FED. FROM 400 S FED. WARNING ISSUED. FL TAG AGGE18								

D
E
3

Dispatched Signal 10-6	Zone 1001	10-51 19:30	On View <input type="checkbox"/>	10-97 19:30	10-98 21:00	Coded Signal 10-6	Code Out <None>	Case Number
Address 1001 ZONE Deerfield Beach								Ops Plan Number
Narrative FOOT PATROL S CURVE, BOBS PIZZA, PLANAGINS, BRU'S ROOM, GARAGE, 7-11, AND PIER. WALKED BOARD WALK AND BOTH CITY PARKING LOTS.								

D
E
4

Dispatched Signal 10-6	Zone 1002	10-51 21:00	On View <input checked="" type="checkbox"/>	10-97 21:00	10-98 23:00	Coded Signal 10-6	Code Out <None>	Case Number
Address 1002 ZONE Deerfield Beach								Ops Plan Number
Narrative FOOT PATROL THE COVE PLAZA, 7-11, SULLIVAN PARK AND PUBLIX.								

D
E
5

Dispatched Signal 10-50	Zone 1003	10-51 23:40	On View <input checked="" type="checkbox"/>	10-97 23:40	10-98 00:34	Coded Signal 73	Code Out Alpha	Case Number DR13-01-00496
Address 5 N Federal Hwy Deerfield Beach								Ops Plan Number
Narrative TRAFFIC STOP UNREGISTERED VEHICLE, CRIMINAL CITATION ISSUED VEHICLE TOWED.								

D
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6

Dispatched Signal 3	Zone 1002	10-51 00:56	On View <input type="checkbox"/>	10-97 00:56	10-98 01:30	Coded Signal 10-94	Code Out Bravo	Case Number DR13-01-00502
Address 1755 SE 3rd Ct Deerfield Beach								Ops Plan Number
Narrative HIT AND RUN IN PARKING LOT. ASSISTED IN CANVASS OF AREA.								

D
E
7

Dispatched Signal 10-6	Zone 1002	10-51 02:00	On View <input type="checkbox"/>	10-97 02:00	10-98 03:00	Coded Signal 10-6	Code Out <None>	Case Number
Address 1002 ZONE Deerfield Beach								Ops Plan Number
Narrative HIGH VISIBILITY PATROL THE COVE RESIDENTIAL, CUS, WALGREENS, PUBLIX. SLOW NO FOOT TRAFFIC.								

D
E

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

14541-010413A
Peralta, C 14541

Broward Sheriff's Office
Daily Patrol Activity Log

1/7/2013 12:05:45 AM
Page 1 of 3

DAILY LOG

Deputy C Peralta	CCN 14541	Supervisor Louis Pugliese	CCN 6270
District/Unit Deerfield Beach	Date 01/04/2013	Shift Alpha	Zone 08
Vehicle Number 5285	Mileage On 99451	Mileage Off 97977	Miles Driven -1474

DAILY ENTRIES

D
E
1

Dispatched Signal 10-8	Zone 1003	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 19:00	Coded Signal 10-8	Code Out <None>	Case Number
Address 154 NE 2nd St Deerfield Beach								Ops Plan Number
Narrative Ref CRA Detail								

D
E
2

Dispatched Signal 68	Zone 1002	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 03:00	Coded Signal 68	Code Out <None>	Case Number
Address Intersection of E Hillsboro Blvd & S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative Numerous area checks of the Hillsboro Square Plaza								

D
E
3

Dispatched Signal 68	Zone 1002	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 03:00	Coded Signal 13U	Code Out Bravo	Case Number DR13-01-00669
Address Intersection of E Hillsboro Blvd & SE 12th Ave Deerfield Beach								Ops Plan Number
Narrative Numerous area checks of the Cove Residence, traffic stop conducted on FL/ 877MKW b/m Arnel Doristin 12-16-91 & b/m Frandley Salomon, dob 04-10-89. Fi complete								

D
E
4

Dispatched Signal 68	Zone 1001	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 03:00	Coded Signal 10-50	Code Out <None>	Case Number
Address Intersection of E Hillsboro Blvd & N Ocean Blvd Deerfield Beach								Ops Plan Number
Narrative Numberous area checks of the beach, pier and restaurant areas, 10-50 fl/086pkr, w/m manuel crespos, dob 09-11-81 and w/m Luis Cuellar, dob 08-15-72. Cuellar on probation for sig 21								

D
E
5

Dispatched Signal 10-7	Zone 1003	10-51 03:00	On View <input type="checkbox"/>	10-97 03:00	10-98 03:00	Coded Signal 10-7	Code Out <None>	Case Number
Address 154 NE 2nd St Deerfield Beach								Ops Plan Number
Narrative Out of service								

D
E

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

D
E

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

D
E

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

16718-010513A
 Ciaravino, Anthony 16718

Broward Sheriff's Office
 Daily Patrol Activity Log

1/7/2013 5:38:57 AM
 Page 1 of 3

DAILY LOG

Deputy Anthony Ciaravino		CCN 16718	Supervisor Adkins, Allen		CCN 1111
District/Unit Deerfield Beach			Date 01/05/2013	Shift Alpha	Zone 1006
Vehicle Number 5772	Mileage On 130207	Mileage Off		Miles Driven	

DAILY ENTRIES

D
E
1

Dispatched Signal 15	Zone 1002	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 03:00	Coded Signal 15	Code Out <None>	Case Number
Address 1500 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative conducted several traffic stops on vehicles coming out of the cove and tipperary. all 54-29 and no violations observed. No citations issued								

D
E
2

Dispatched Signal 15	Zone 1002	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 03:00	Coded Signal 15	Code Out <None>	Case Number
Address 200 N A1a Deerfield Beach								Ops Plan Number
Narrative assisted 10a1 in traffic stops as well as 13v along the beach area.								

D
E
3

Dispatched Signal 15	Zone 1002	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 03:00	Coded Signal 15	Code Out <None>	Case Number
Address 200 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative assisted road deputies on 49 audible at the above location several times								

D
E
4

Dispatched Signal 15	Zone 1002	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 03:00	Coded Signal 15	Code Out <None>	Case Number
Address 1200 Block SE 4th St Deerfield Beach								Ops Plan Number
Narrative 48 on the previous nights 21's. used a unmarked unit and conducted surveillance on the neighborhood as well as vehicles. Stopped several 13ps and 10-50 13v's								

D
E
5

Dispatched Signal 15	Zone 1001	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 03:00	Coded Signal 15	Code Out <None>	Case Number
Address 200 SE 19th Ave Deerfield Beach								Ops Plan Number
Narrative assisted in locating and detaining 3 31 suspects for hillsboro police department								

D
E
6

Dispatched Signal 15	Zone 1001	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 03:00	Coded Signal 15	Code Out <None>	Case Number
Address 200 N Ocean Blvd Deerfield Beach								Ops Plan Number
Narrative assisted alpha shift in locating 2 13p's								

D
E

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

D
E

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

9413-011013A
Squadrito, Jerome 9413

Broward Sheriff's Office
Daily Patrol Activity Log

1/13/2013 11:09:56 AM
Page 1 of 3

DAILY LOG

Deputy Jerome Squadrito		CCN 9413	Supervisor Sgt. D.Christophers		CCN
District/Unit Deerfield Beach			Date 01/10/2013	Shift Alpha	Zone 1001
Vehicle Number 9413	Mileage On 45280	Mileage Off 45334	Miles Driven 54		

DAILY ENTRIES

D
E
1

Dispatched Signal 10-8	Zone 1001	10-51 17:00	On View <input type="checkbox"/>	10-97 17:00	10-98 17:00	Coded Signal 10-8	Code Out <None>	Case Number
Address 1001 ZONE Deerfield Beach								Ops Plan Number
Narrative IN SERVICE CRA DETAIL.								

D
E
2

Dispatched Signal 10-6	Zone 1001	10-51 17:00	On View <input type="checkbox"/>	10-97 17:00	10-98 18:00	Coded Signal 10-6	Code Out <None>	Case Number
Address 1001 ZONE Deerfield Beach								Ops Plan Number
Narrative PARKED PATROL CAR 150 S OCEAN AND WALKED BOARD WALK AND S CURVE, AREA CHECK THE PIER, WYNDOM, CAFE MED, BOBS, BRU'S ROOM, AND 7-11.								

D
E
3

Dispatched Signal 10-6	Zone 1003	10-51 18:30	On View <input type="checkbox"/>	10-97 18:30	10-98 18:45	Coded Signal 10-6	Code Out <None>	Case Number
Address 1600 Riverview Rd Deerfield Beach								Ops Plan Number
Narrative AREA CHECK SULLIVAN PARK. NO ACTIVITY.								

D
E
4

Dispatched Signal 10-6	Zone 1002	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 20:00	Coded Signal 10-6	Code Out <None>	Case Number
Address The Cove Shopping Center Deerfield Beach								Ops Plan Number
Narrative CONDUCTED FOOT PATROL, NO ISSUES OBSERVED. MADE SEVERAL CITIZEN CONTACTS, TALKED WITH BUSINESS OWNERS.								

D
E
5

Dispatched Signal 10-6	Zone 1002	10-51 20:00	On View <input type="checkbox"/>	10-97 20:00	10-98 20:58	Coded Signal 10-6	Code Out <None>	Case Number
Address The Cove residential area Deerfield Beach								Ops Plan Number
Narrative HIGH VISIBILITY PATROL RESIDENTIAL AND ALONG FEDERAL HWY.								

D
E
6

Dispatched Signal 30	Zone 1002	10-51 20:58	On View <input type="checkbox"/>	10-97 21:02	10-98 21:13	Coded Signal 10-94	Code Out Bravo	Case Number DR13-01-01585
Address 2 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative ASSISTED IN LOCATING TWO JUVENILES INVOLVED IN A S-30 FROM CUS, SUBJECTS LOCATED AT 100 N. FED. AND TRANSPORTED TO D-10 OFFICE.								

D
E
7

Dispatched Signal 10-6	Zone 1001	10-51 21:30	On View <input type="checkbox"/>	10-97 21:30	10-98 22:00	Coded Signal 10-6	Code Out <None>	Case Number
Address 1001 ZONE Deerfield Beach								Ops Plan Number
Narrative HIGH VISIBILITY PATROL BEACH PARKING LOTS AND RESIDENTIAL AREAS.								

D
E
8

Dispatched Signal 10-50	Zone 1003	10-51 22:18	On View <input checked="" type="checkbox"/>	10-97 22:18	10-98 23:01	Coded Signal 73	Code Out Alpha	Case Number DR13-01-01602
Address 400 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative TRAFFIC STOP MADE ON FL TAG 036YJA, 1999 GRM BUICK, OPERATED BY HANNAH SHIN W/F 08-30-85 KNOWN SUBJECT WITH A SUSPENDED FL. D/L. CRIMINAL CITATION ISSUED AND VEHICLE TOWED. SUBJECT RELEASED AT THE SCENE.								

DAILY LOG

Deputy C Peralta	CCN 14541	Supervisor Louis Pugliese	CCN 6270
District/Unit Deerfield Beach	Date 01/11/2013	Shift Alpha	Zone 08
Vehicle Number 5285	Mileage On 100770	Mileage Off 100822	Miles Driven 52

DAILY ENTRIES

D
E
1

Dispatched Signal 10-8	Zone 1003	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 19:00	Coded Signal 10-8	Code Out <None>	Case Number
Address 154 NE 2nd St Deerfield Beach								Ops Plan Number
Narrative In service as 10Y10. CRA detail								

D
E
2

Dispatched Signal 68	Zone 1002	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 21:24	Coded Signal 68	Code Out <None>	Case Number
Address 150 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative Area check of the Hillsboro Square plaza. Checked vehicles and left watch cards. Checked the parking lot and garage of LA Fitness.								

D
E
3

Dispatched Signal 68	Zone 1002	10-51 22:00	On View <input type="checkbox"/>	10-97 22:00	10-98 22:45	Coded Signal 68	Code Out <None>	Case Number
Address 1754 SE 3rd Ct Deerfield Beach								Ops Plan Number
Narrative Area check of 2 Georges Restaurant. Assisted detail deputies. Drove through parking lot and checked vehicles for possible burglaries								

D
E
4

Dispatched Signal 10-50	Zone 1002	10-51 22:45	On View <input type="checkbox"/>	10-97 22:45	10-98 22:50	Coded Signal 10-50	Code Out <None>	Case Number
Address Intersection of E Hillsboro Blvd & Federal Hwy Deerfield Beach								Ops Plan Number
Narrative Traffic stop FL/ 001TPE. Verbal warning issued.								

D
E
5

Dispatched Signal 10-94	Zone 1002	10-51 22:50	On View <input type="checkbox"/>	10-97 22:50	10-98 23:45	Coded Signal 10-94	Code Out <None>	Case Number DR13-01-01748
Address 1361 SE 3rd St Deerfield Beach								Ops Plan Number
Narrative Assisted in catching a subject for trespassing, possible drug dealing...Ran through back yards.								

D
E
6

Dispatched Signal 68	Zone 1001	10-51 00:00	On View <input type="checkbox"/>	10-97 00:00	10-98 01:00	Coded Signal 68	Code Out <None>	Case Number
Address Intersection of NE 2nd St & N Ocean Blvd Deerfield Beach								Ops Plan Number
Narrative Area check of the beach, pier, and strip area.								

D
E
7

Dispatched Signal 68	Zone 1002	10-51 01:30	On View <input type="checkbox"/>	10-97 01:30	10-98 02:30	Coded Signal 68	Code Out <None>	Case Number
Address 154 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative Area check of the cove, and hillsboro sq plaza. Nothing unusual to report.								

D
E
8

Dispatched Signal 10-7	Zone 1003	10-51 03:00	On View <input type="checkbox"/>	10-97 03:00	10-98 03:00	Coded Signal 10-7	Code Out <None>	Case Number
Address 154 NE 2nd St Deerfield Beach								Ops Plan Number
Narrative Out of service								

DAILY LOG

Deputy G Carbocci	CCN 14536	Supervisor Sgt. Devlin	CCN
District/Unit Pompano Beach	Date 01/12/2013	Shift Alpha	Zone
Vehicle Number 5839	Mileage On 23636	Mileage Off 23706	Miles Driven 70

DAILY ENTRIES

Dispatched Signal	Zone	10-51	On View	10-97	10-98	Coded Signal	Code Out	Case Number
10-8	1002	19:00	<input type="checkbox"/>	19:00	19:15	10-8	(None)	
Address 150 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative 10-8 Special Detail, patrolled parking lot no suspicious activity observed.								
10-6	1002	19:25	<input type="checkbox"/>	19:25	19:40	10-6	(None)	
Address 1500 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative Patrolled the Cove parking lot, and the condo parking lot on the north side of Hillsboro Blvd. No suspicious activity observed.								
10-50	1002	19:45	<input checked="" type="checkbox"/>	19:45	19:50	10-50	(None)	
Address 100 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative 10-50 Nasurall Rashdi 03/16/89 FL tag 163-LIC. Warning given expired tag								
10-6	1001	20:00	<input type="checkbox"/>	20:00	20:15	10-6	(None)	
Address 2000 N A1a Deerfield Beach								Ops Plan Number
Narrative Patrolled main roadways on the beach, no suspicious activity observed.								
10-6	1002	20:25	<input type="checkbox"/>	20:25	20:35	10-6	(None)	
Address 400 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative Patrolled business along Federal Hwy, no suspicious activity observed.								
10-6	1002	20:45	<input type="checkbox"/>	20:45	21:00	10-6	(None)	
Address 150 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative Patrolled parking lot and rear of the business, no suspicious activity observed.								
10-6	1002	21:05	<input type="checkbox"/>	21:05	21:15	10-6	(None)	
Address 1200 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative Patrolled main roads, checked business along Hillsboro Blvd, no suspicious activity observed.								
10-6	1002	21:20	<input type="checkbox"/>	21:20	21:33	10-6	(None)	
Address 1500 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative Patrolled Cove parking lot no suspicious activity observed. Information received that a w/f in a green Honda, was driving around parking lot blocking cars in asking for money. Parking lot was checked for that vehicle with negative results.								

DAILY ENTRIES

D E 9	Dispatched Signal 49A	Zone 1002	10-51 21:33	On View <input type="checkbox"/>	10-97 21:34	10-98 21:40	Coded Signal 49	Code Out Delta	Case Number DR13-01-01893
	Address 200 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative 49A, front door and back door secure.									
D E 10	Dispatched Signal 10-6	Zone 1002	10-51 21:50	On View <input type="checkbox"/>	10-97 21:50	10-98 22:05	Coded Signal 10-6	Code Out (None)	Case Number
	Address 365 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative Patrolled parking lots and rear of business along Federal Hwy. No suspicious activity observed.									
D E 11	Dispatched Signal 10-6	Zone 1002	10-51 22:15	On View <input type="checkbox"/>	10-97 22:15	10-98 22:30	Coded Signal 10-6	Code Out (None)	Case Number
	Address 150 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative Checked glass of business in plaza. Also checked rear doors of business. Most business closed for the night. No suspicious activity observed.									
D E 12	Dispatched Signal 49	Zone 1002	10-51 22:44	On View <input type="checkbox"/>	10-97 22:45	10-98 22:55	Coded Signal 49A	Code Out Charlie	Case Number DR13-01-01903
	Address 200 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative 49A at the Message Envoy made 25 with cleaning crew they advised they set it off accidentally. All appeared 10-4									
D E 13	Dispatched Signal 13P	Zone 1002	10-51 23:15	On View <input checked="" type="checkbox"/>	10-97 23:15	10-98 23:20	Coded Signal 13P	Code Out Bravo	Case Number DR13-01-01911
	Address 1700 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative (Park under bridge)13P w/m Bret A. Foley 6/12/58 advised he was kicked out of his house by his wife. Subject was 54/29 advised he needed to leave the park.									
D E 14	Dispatched Signal 10-6	Zone 1001	10-51 23:30	On View <input type="checkbox"/>	10-97 23:30	10-98 23:45	Coded Signal 10-6	Code Out (None)	Case Number
	Address 123 NE 20th Ave Deerfield Beach								Ops Plan Number
Narrative Patrolled main roads on the beach, no suspicious activity observed.									
D E 15	Dispatched Signal 10-6	Zone 1002	10-51 23:55	On View <input type="checkbox"/>	10-97 23:55	10-98 00:05	Coded Signal 10-6	Code Out (None)	Case Number
	Address 1500 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative Patrolled Cove parking lot, no suspicious activity observed.									
D E 16	Dispatched Signal 10-6	Zone 1004	10-51 00:15	On View <input type="checkbox"/>	10-97 00:15	10-98 00:30	Coded Signal 10-6	Code Out (None)	Case Number
	Address 20 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative Patrolled business on the west side of Federal Hwy. Foot patrol checked rear doors. All appeared 10-4.									
D E 17	Dispatched Signal 10-6	Zone 1002	10-51 00:40	On View <input type="checkbox"/>	10-97 00:40	10-98 01:00	Coded Signal 10-6	Code Out (None)	Case Number
	Address 1500 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative Patrolled the Cove parking lot, no suspicious activity observed.									

DAILY ENTRIES

D E 18	Dispatched Signal 10-6	Zone 1002	10-51 01:15	On View <input type="checkbox"/>	10-97 01:15	10-98 01:30	Coded Signal 10-6	Code Out (None)	Case Number
	Address 150 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative Patrolled plaza all business appeared secured.									
D E 19	Dispatched Signal 10-6	Zone 1002	10-51 01:45	On View <input type="checkbox"/>	10-97 01:45	10-98 02:00	Coded Signal 10-6	Code Out (None)	Case Number
	Address 400 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative Checked business along Federal Hwy, all appeared 10-4									
D E 20	Dispatched Signal 10-6	Zone 1001	10-51 02:15	On View <input type="checkbox"/>	10-97 02:15	10-98 02:30	Coded Signal 10-6	Code Out (None)	Case Number
	Address 123 NE 20th Ave Deerfield Beach								Ops Plan Number
Narrative Patrolled main streets of the beach, all appeared 10-4									
D E 21	Dispatched Signal 10-6	Zone 1102	10-51 02:40	On View <input type="checkbox"/>	10-97 02:40	10-98 02:50	Coded Signal 10-6	Code Out (None)	Case Number
	Address 1500 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative Patrolled the Cove, all appeared 10-4									
D E 22	Dispatched Signal 10-6	Zone 1002	10-51 02:50	On View <input type="checkbox"/>	10-97 02:50	10-98 03:00	Coded Signal 10-6	Code Out (None)	Case Number
	Address 1700 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative Conducted area checks in the main plazas, all appeared 10-4									
D E 23	Dispatched Signal 10-7	Zone 1002	10-51 03:00	On View <input type="checkbox"/>	10-97 03:00	10-98 03:00	Coded Signal 10-7	Code Out (None)	Case Number
	Address 150 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative 10-7									

DAILY SUMMARY

<p>Reports / Calls</p> <table border="1"> <tr><td>Event Reports</td><td>0</td></tr> <tr><td>PC Forms</td><td>0</td></tr> <tr><td>Crash Reports</td><td>0</td></tr> <tr><td>Code Outs</td><td>3</td></tr> <tr><td>AOA</td><td>0</td></tr> <tr><td>On Views</td><td>2</td></tr> </table>	Event Reports	0	PC Forms	0	Crash Reports	0	Code Outs	3	AOA	0	On Views	2	<p>Arrests</p> <table border="1"> <tr><td>Felony</td><td>0</td></tr> <tr><td>Domestic Felony</td><td>0</td></tr> <tr><td>Misd Phys</td><td>0</td></tr> <tr><td>Domestic Misd</td><td>0</td></tr> <tr><td>NTA</td><td>0</td></tr> <tr><td>Warrant /Capias</td><td>0</td></tr> <tr><td>Traffic</td><td>0</td></tr> <tr><td>DUI</td><td>0</td></tr> </table>	Felony	0	Domestic Felony	0	Misd Phys	0	Domestic Misd	0	NTA	0	Warrant /Capias	0	Traffic	0	DUI	0	<p>Citations</p> <table border="1"> <tr><td>Moving</td><td>0</td></tr> <tr><td>Non Moving</td><td>0</td></tr> <tr><td>Parking</td><td>0</td></tr> <tr><td>County Ord</td><td>0</td></tr> <tr><td>City Ord</td><td>0</td></tr> <tr><td>Warning</td><td>0</td></tr> <tr><td>Marine</td><td>0</td></tr> </table>	Moving	0	Non Moving	0	Parking	0	County Ord	0	City Ord	0	Warning	0	Marine	0	<p>General</p> <table border="1"> <tr><td>S10 Recovered</td><td>0</td><td>Day Watch</td><td>0</td></tr> <tr><td>Alarms</td><td>2</td><td>FI</td><td>0</td></tr> <tr><td>Area Checks</td><td>0</td><td>Night Eyes</td><td>0</td></tr> <tr><td>Truants</td><td>0</td><td>NIC PC</td><td>0</td></tr> <tr><td>Citizen Contacts</td><td>0</td><td>Car Watch</td><td>0</td></tr> <tr><td>Truant Debriefed</td><td>0</td><td>Back Ups</td><td>0</td></tr> <tr><td>DAV</td><td>0</td><td>Elder Links</td><td>0</td></tr> </table>	S10 Recovered	0	Day Watch	0	Alarms	2	FI	0	Area Checks	0	Night Eyes	0	Truants	0	NIC PC	0	Citizen Contacts	0	Car Watch	0	Truant Debriefed	0	Back Ups	0	DAV	0	Elder Links	0	<p>Administrative</p> <table border="1"> <tr><td>Foot Patrol</td><td>0</td></tr> <tr><td>Bike Patrol</td><td>0</td></tr> <tr><td>Court</td><td>0</td></tr> <tr><td>Training</td><td>0</td></tr> <tr><td>Detached</td><td>0</td></tr> <tr><td>Overtime</td><td>0</td></tr> <tr><td>Total Hours</td><td>8</td></tr> </table>	Foot Patrol	0	Bike Patrol	0	Court	0	Training	0	Detached	0	Overtime	0	Total Hours	8
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DAILY LOG

Deputy Jerome Squadrito		CCN 9413	Supervisor Sgt. Muller		CCN
District/Unit Deerfield Beach			Date 01/17/2013	Shift Alpha	Zone 1001
Vehicle Number 9413	Mileage On 45510	Mileage Off 45576		Miles Driven 66	

DAILY ENTRIES

D
E
1

Dispatched Signal 10-8	Zone 1001	10-51 17:00	On View <input type="checkbox"/>	10-97 17:00	10-98 17:00	Coded Signal 10-8	Code Out (None)	Case Number
Address 1001 ZONE Deerfield Beach								Ops Plan Number
Narrative IN SERVICE CRA DETAIL.								

D
E
2

Dispatched Signal 10-50	Zone 1002	10-51 17:55	On View <input checked="" type="checkbox"/>	10-97 17:55	10-98 18:05	Coded Signal 10-50	Code Out (None)	Case Number
Address 400 SE 12th Ave Deerfield Beach								Ops Plan Number
Narrative VEHICLE RAN STOP SIGN CITATION ISSUED. FL TAG E627XT								

D
E
3

Dispatched Signal 10-6	Zone 1001	10-51 18:30	On View <input checked="" type="checkbox"/>	10-97 18:30	10-98 19:30	Coded Signal 10-6	Code Out (None)	Case Number
Address 1001 ZONE Deerfield Beach								Ops Plan Number
Narrative PARK AND WALK PIER, CAFE MED, BRU'S ROOM.								

D
E
4

Dispatched Signal 10-6	Zone 1002	10-51 20:00	On View <input checked="" type="checkbox"/>	10-97 20:00	10-98 21:00	Coded Signal 10-6	Code Out (None)	Case Number
Address The Cove residential area Deerfield Beach								Ops Plan Number
Narrative HIGH VISIBILITY PATROL MADE CONTACT WITH BRANDON CHRISTIAN HARRIS W/M 05-26-94 KNOWN S-40 SUBJECT HEADED TO 1004 ZONE. 10-54 10-29.								

D
E
5

Dispatched Signal 10-94	Zone 1001	10-51 21:20	On View <input type="checkbox"/>	10-97 21:20	10-98 22:00	Coded Signal 10-94	Code Out Bravo	Case Number DR13-01-02677
Address 120 NE 20th Ave Deerfield Beach								Ops Plan Number
Narrative BACK UP FOR 10A1 AT BRU'S ROOM.								

D
E
6

Dispatched Signal 10-6	Zone 1001	10-51 22:00	On View <input type="checkbox"/>	10-97 22:00	10-98 23:00	Coded Signal 10-6	Code Out (None)	Case Number
Address 1001 ZONE Deerfield Beach								Ops Plan Number
Narrative PARK AND WALK BOARD WALK AND S CURVE.								

D
E
7

Dispatched Signal 10-6	Zone 1003	10-51 23:10	On View <input type="checkbox"/>	10-97 23:10	10-98 23:15	Coded Signal 10-6	Code Out (None)	Case Number
Address 1600 Riverview Rd Deerfield Beach								Ops Plan Number
Narrative AREA CHECK SULLIVAN PARK. PARK WAS EMPTY.								

D
E
8

Dispatched Signal 10-6	Zone 1002	10-51 23:30	On View <input type="checkbox"/>	10-97 23:30	10-98 23:50	Coded Signal 10-6	Code Out (None)	Case Number
Address 150 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative STATIONARY PUBLIX PARKING LOT WHILE PUBLIX EMPLOYEES EXITED AND LOCKED UP.								

14541-011813A
 Peralta, C 14541

Broward Sheriff's Office
 Daily Patrol Activity Log

1/22/2013 5:00:32 AM
 Page 1 of 4

Deputy C Peralta		CCN 14541	Supervisor Louis Pugliese				CCN 6270	
District/Unit Deerfield Beach					Date 01/18/2013	Shift Alpha	Zone 08	
Vehicle Number 5285		Mileage On 100958		Mileage Off 100822		Miles Driven -136		
Dispatched Signal 10-8	Zone 1003	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 19:00	Coded Signal 10-8	Code Out <None>	Case Number
Address 300 NE Eller St Deerfield Beach							Ops Plan Number	
Narrative In service as 10Y10 CRA Detail								
Dispatched Signal 68	Zone 1002	10-51 19:15	On View <input type="checkbox"/>	10-97 19:15	10-98 23:00	Coded Signal 68	Code Out <None>	Case Number
Address 150 E Hillsboro Blvd Deerfield Beach							Ops Plan Number	
Narrative Area check of Hillsboro Square plaza. Assisted in the closing of Starbucks Coffee, LA Fitness, and conducted area checks of the vehicles.								
Dispatched Signal 68	Zone 1002	10-51 23:30	On View <input type="checkbox"/>	10-97 23:30	10-98 23:45	Coded Signal 68	Code Out <None>	Case Number
Address Intersection of E Hillsboro Blvd & Cove Dr Deerfield Beach							Ops Plan Number	
Narrative Area check of Sullivan Park. Approximately 6 persons present 2 juveniles fishing off the dock. All 10-4								
Dispatched Signal 68	Zone 1001	10-51 00:30	On View <input type="checkbox"/>	10-97 00:30	10-98 02:30	Coded Signal 68	Code Out <None>	Case Number
Address 200 N Ocean Dr Deerfield Beach							Ops Plan Number	
Narrative Area check of the beach, and pier. Several traffic stops conducted. 1 citation issued to b/m Kammal Warren, dob 05-03-80 for dwls w/o knowledge								
Dispatched Signal 10-7	Zone 1003	10-51 03:00	On View <input type="checkbox"/>	10-97 03:00	10-98 03:00	Coded Signal 10-7	Code Out <None>	Case Number
Address 150 NE 2nd St Deerfield Beach							Ops Plan Number	
Narrative Out of service								
Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address							Ops Plan Number	
Narrative								
Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address							Ops Plan Number	
Narrative								
Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address							Ops Plan Number	
Narrative								

Deputy Anthony Ciaravino		CCN 16718	Supervisor Adkins, Allen		CCN 1111
District/Unit Deerfield Beach			Date 01/19/2013	Shift Alpha	Zone 1006
Vehicle Number 5772	Mileage On 130898	Mileage Off		Miles Driven	

D
E
1

Dispatched Signal 10-8	Zone 1002	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 19:00	Coded Signal 10-8	Code Out <None>	Case Number
Address 1200 Block E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative 10-8 on CRA Detail								

D
E
2

Dispatched Signal 15	Zone 1002	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 22:00	Coded Signal 15	Code Out <None>	Case Number
Address 1600 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative 10-6 foot patrol as well as vehicle patrol in 2 Zone. Got out with several residents and employees in The Cove. Some had questions others just Citizen Contacts.								

D
E
3

Dispatched Signal 10-6	Zone 1001	10-51 22:00	On View <input type="checkbox"/>	10-97 22:00	10-98 23:00	Coded Signal 10-6	Code Out <None>	Case Number
Address 1900 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative watched traffic, ran tags, looked for traffic violations.								

D
E
4

Dispatched Signal 10-50	Zone 1002	10-51 23:10	On View <input checked="" type="checkbox"/>	10-97 23:10	10-98 23:22	Coded Signal 10-50	Code Out <None>	Case Number
Address 1200 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative 10-50 on vehicle for running the red light.								

D
E
5

Dispatched Signal 10-6	Zone 1001	10-51 00:10	On View <input type="checkbox"/>	10-97 00:10	10-98 01:00	Coded Signal 10-6	Code Out <None>	Case Number
Address 500 Block S Ocean Blvd Deerfield Beach								Ops Plan Number
Narrative foot patrol along the beach.								

D
E
6

Dispatched Signal 10-6	Zone 1001	10-51 01:45	On View <input type="checkbox"/>	10-97 01:45	10-98 02:05	Coded Signal 10-6	Code Out <None>	Case Number
Address 400 Block NE 19th Ave Deerfield Beach								Ops Plan Number
Narrative made contact with 4 13p's who were all 54-29								

D
E
7

Dispatched Signal 10-6	Zone 1001	10-51 02:05	On View <input type="checkbox"/>	10-97 02:05	10-98 02:30	Coded Signal 10-6	Code Out <None>	Case Number
Address 123 NE 20th Ave Deerfield Beach								Ops Plan Number
Narrative assisted in closing brus room								

D
E
8

Dispatched Signal 10-6	Zone 1002	10-51 02:30	On View <input type="checkbox"/>	10-97 02:30	10-98 03:00	Coded Signal 10-6	Code Out <None>	Case Number
Address 1600 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative area checks								

DAILY LOG

Deputy Jerome Squadrito	CCN 9413	Supervisor Sgt. Muller	CCN
District/Unit Deerfield Beach	Date 01/24/2013	Shift Alpha	Zone 1002
Vehicle Number 9413	Mileage On 45740	Mileage Off 45740	Miles Driven 0

DAILY ENTRIES

D
E
1

Dispatched Signal 10-8	Zone 1003	10-51 17:00	On View <input type="checkbox"/>	10-97 17:00	10-98 17:00	Coded Signal 10-8	Code Out (None)	Case Number
Address 300 Eller St Deerfield Beach								Ops Plan Number
Narrative IN SERVICE CRA DETAIL.								

D
E
2

Dispatched Signal 10-6	Zone 1002	10-51 18:00	On View <input type="checkbox"/>	10-97 18:00	10-98 19:00	Coded Signal 10-6	Code Out (None)	Case Number
Address The Cove Shopping Center Deerfield Beach								Ops Plan Number
Narrative PARKED PATROL UNIT AND WALKED PLAZA. MADE CONTACT WITH BUSINESS OWNERS, TALKED WITH TED BARRY OF TED BARRY TUXEDOS, BIONDOS PIZZA, THE COVE. NO ISSUES OBSERVED.								

D
E
3

Dispatched Signal 10-6	Zone 1001	10-51 19:30	On View <input type="checkbox"/>	10-97 19:30	10-98 21:30	Coded Signal 10-6	Code Out (None)	Case Number
Address 1001 ZONE Deerfield Beach								Ops Plan Number
Narrative PARKED AT PIER, WALKED S CURVE, PARKING GARAGE, AND BEHIND JB'S AND OCEANS. NO ISSUES OBSERVED. STOPPED AND TALKED WITH PEOPLE OUT WALKING.								

D
E
4

Dispatched Signal 10-6	Zone 1003	10-51 21:45	On View <input type="checkbox"/>	10-97 21:45	10-98 22:00	Coded Signal 10-6	Code Out (None)	Case Number
Address 1600 Riverview Rd Deerfield Beach								Ops Plan Number
Narrative AREA CHECK SULLIVAN PARK, EMPTY.								

D
E
5

Dispatched Signal 68	Zone 1001	10-51 22:30	On View <input checked="" type="checkbox"/>	10-97 22:30	10-98 23:00	Coded Signal 68	Code Out (None)	Case Number
Address 123 NE 20th Ave Deerfield Beach								Ops Plan Number
Narrative MADE CONTACT WITH SARAH MCDERMOTT W/F 08-29-89 AND SHEA RACHEL W/F 10-13-88 BOTH OF CONNECTICUT, BOTH TOO INTOXICATED TO MAKE IT TO THERE LOCAL ADDRESS, BOTH PLACED IN A CAB AND TRANSPORTED TO THE COVE BEACH CLUB.								

D
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6

Dispatched Signal 10-6	Zone 1003	10-51 23:10	On View <input type="checkbox"/>	10-97 23:10	10-98 23:20	Coded Signal 10-6	Code Out (None)	Case Number
Address 1041 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative AREA CHECK WALGREENS								

D
E
7

Dispatched Signal 10-6	Zone 1002	10-51 23:20	On View <input type="checkbox"/>	10-97 23:20	10-98 23:40	Coded Signal 10-6	Code Out (None)	Case Number
Address 2 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative AREA CHECK CUS.								

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8

Dispatched Signal 10-6	Zone 1002	10-51 00:00	On View <input type="checkbox"/>	10-97 00:00	10-98 00:15	Coded Signal 10-6	Code Out (None)	Case Number
Address 150 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative STATIONARY PUBLIX PARKING LOT.								

DAILY LOG

Deputy C Peralta	CCN 14541	Supervisor Scott Ashley	CCN 8329
District/Unit Deerfield Beach	Date 01/25/2013	Shift Alpha	Zone 08
Vehicle Number 5285	Mileage On 102312	Mileage Off 102388	Miles Driven 76

DAILY ENTRIES

Dispatched Signal	Zone	10-51	On View	10-97	10-98	Coded Signal	Code Out	Case Number
10-8	1003	19:00	<input type="checkbox"/>	19:00	19:00	10-8	<None>	
Address 150 NE 2nd St Deerfield Beach								Ops Plan Number
Narrative In service as 10Y10. CRA Detail								
68	1002	19:30	<input type="checkbox"/>	19:30	21:45	68	<None>	
Address Intersection of E Hillsboro Blvd & Cove Dr Deerfield Beach								Ops Plan Number
Narrative Area check of the Cove Plaza. Assisted detail deputies with several disturbances at 2 Georges at the Cove								
68	1002	22:00	<input type="checkbox"/>	22:00	22:30	68	<None>	
Address Intersection of E Hillsboro Blvd & Cove Dr Deerfield Beach								Ops Plan Number
Narrative Area check of Sullivan Park. Two vehicles parked FL/061JSL Silv Honda and FL/J79JQL red Toyota 54/29, 6 persons fishing. All 10-4								
68	1001	22:10	<input type="checkbox"/>	22:10	23:15	68	<None>	
Address 200 N Ocean Dr Deerfield Beach								Ops Plan Number
Narrative Area check of the Pier. Attendant advised all 10-4. Foot patrol of the board walk by JB's, Oceans 234, and Cafe Med. All appeared 10-4								
68	1001	23:20	<input type="checkbox"/>	23:20	00:00	68	<None>	
Address 100 Block S Ocean Way Deerfield Beach								Ops Plan Number
Narrative Area check of tents for art show								
68	1002	00:15	<input type="checkbox"/>	00:15	00:30	13P	Bravo	DR13-01-03954
Address Intersection of E Hillsboro Blvd & Cove Dr Deerfield Beach								Ops Plan Number
Narrative Area check of Sullivan Park, contact made with w/m Joshua M. Marshall, dob 11-25-73, homeless, 54/29. Advised to leave the park								
10-50	1002	00:10	<input type="checkbox"/>	00:10	02:00	10-50	<None>	
Address Intersection of E Hillsboro Blvd & Cove Dr Deerfield Beach								Ops Plan Number
Narrative Radar Enforcment								
68	1001	02:15	<input type="checkbox"/>	02:15	03:00	68	<None>	
Address 200 N Ocean Dr Deerfield Beach								Ops Plan Number
Narrative Area check of the pier, passage way of Oceans 234 and JB's and residence								

16718-012613A
 Ciaravino, Anthony 16718

Broward Sheriff's Office
 Daily Patrol Activity Log

1/28/2013 2:46:39 AM
 Page 1 of 3

DAILY LOG

Deputy Anthony Ciaravino		CCN 16718	Supervisor Adkins, Allen		CCN 1111
District/Unit Deerfield Beach			Date 01/26/2013	Shift Alpha	Zone 1006
Vehicle Number 5772	Mileage On 131088	Mileage Off		Miles Driven	

DAILY ENTRIES

Dispatched Signal	Zone	10-51	On View	10-97	10-98	Coded Signal	Code Out	Case Number
10-8	1002	19:00	<input type="checkbox"/>	19:00	19:00	10-8	<None>	
Address 1500 Block E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative 10-8 sig 15								
10-6	1002	19:00	<input type="checkbox"/>	19:00	02:15	10-6	<None>	
Address 201 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative conducted foot patrol in the public area. was advised by the manager that he needed the homeless people to leave the corner in which they were cooperative.								
10-6	1002	20:30	<input type="checkbox"/>	20:30	22:30	10-6	<None>	
Address 300 Block SE 15th Ave Deerfield Beach								Ops Plan Number
Narrative area checks and FI conducted however all 13ps and 13vs were 54-29								
22	1002	23:30	<input type="checkbox"/>	23:30	00:15	10-94	<None>	
Address 300 Block SE 12th Ave Deerfield Beach								Ops Plan Number
Narrative assisted 10a2 on a 22 in his zone.								
10-6	1001	00:15	<input type="checkbox"/>	00:15	01:00	10-6	<None>	
Address 200 Block S Ocean Blvd Deerfield Beach								Ops Plan Number
Narrative foot patrol and area checks								
10-6	1001	01:00	<input type="checkbox"/>	01:00	03:00	10-6	<None>	
Address 200 Block NE 19th Ave Deerfield Beach								Ops Plan Number
Narrative assisted in crowd control and closing down both Brus Room and Kahunas bar.								
10-7	1002	03:00	<input type="checkbox"/>	03:00	03:00	10-7	<None>	
Address 300 NE 10th Ave Hallandale								Ops Plan Number
Narrative 10-7								
10-6	1001	03:00	<input type="checkbox"/>	03:00	03:00	10-6	<None>	
Address								Ops Plan Number
Narrative								

9413-013113A
Squadrito, Jerome 9413

Broward Sheriff's Office
Daily Patrol Activity Log

2/1/2013 1:09:08 AM
Page 1 of 3

DAILY LOG

Deputy Jerome Squadrito	CCN 9413	Supervisor Sgt. Muller	CCN
District/Unit Deerfield Beach	Date 01/31/2013	Shift Alpha	Zone 1001
Vehicle Number 9413	Mileage On 46200	Mileage Off 46200	Miles Driven 0

DAILY ENTRIES

D
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8

Dispatched Signal	Zone	10-51	On View	10-97	10-98	Coded Signal	Code Out	Case Number
10-8	1003	17:00	<input type="checkbox"/>	17:00	17:00	10-8	(None)	
Address 300 Eller St Deerfield Beach								Ops Plan Number
Narrative IN SERVICE CRA DETAIL, 10-6 FUEL PUMPS.								
10-50	1002	17:09	<input checked="" type="checkbox"/>	17:09	17:10	10-50	(None)	
Address 200 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative FINAL STOP 1300 S FED. REF. D/L, NO ISSUES.								
10-50	1002	18:50	<input checked="" type="checkbox"/>	18:50	20:15	18	India	DR13-01-04876
Address 1600 W Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative S-13 VEH. STOP, RECORDS CHECK REVEALED 3 ACTIVE FELONY WARRANTS FOR RAYN WOLF PATIGATI W/M 04-05-82, \$16,500 BOND.								
10-6	1001	21:30	<input type="checkbox"/>	21:30	22:05	10-6	(None)	
Address 1001 ZONE Deerfield Beach								Ops Plan Number
Narrative 10-6 PARK AND WALK S-CURVE AND PIER.								
10-94	1001	22:05	<input type="checkbox"/>	22:05	22:13	10-95	(None)	
Address 200 N Ocean Way Deerfield Beach								Ops Plan Number
Narrative BACK UP FOR 10A1 10-50.								
22	1003	22:31	<input type="checkbox"/>	22:31	22:32	22	Bravo	DR13-01-04903
Address 5 N Federal Hwy Deerfield Beach								Ops Plan Number
Narrative RESPONDED TO S-22 AT SHELL GAS STATION, SUBJECT GOA. CLERK ADVISED EVERYTHING OK.								
10-6	1002	22:45	<input type="checkbox"/>	22:45	11:15	10-6	(None)	
Address The Cove Shopping Center Deerfield Beach								Ops Plan Number
Narrative PARK AND WALK THE COVE SHOPPING CENTER.								
10-6	1002	11:30	<input type="checkbox"/>	11:30	12:00	10-6	(None)	
Address 150 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative STATIONARY AT PUBLIX WHILE EMPLOYEES WALKED TO THEIR VEHICLES. TALKED WITH MANAGER.								

14541-020113A
 Peralta, C 14541

Broward Sheriff's Office
 Daily Patrol Activity Log

2/4/2013 1:22:51 AM
 Page 1 of 3

DAILY LOG

Deputy C Peralta	CCN 14541	Supervisor A Guaglione	CCN 4692
District/Unit Deerfield Beach	Date 02/01/2013	Shift Alpha	Zone 08
Vehicle Number 5285	Mileage On 102312	Mileage Off 102388	Miles Driven 76

DAILY ENTRIES

D
E
1

Dispatched Signal 10-8	Zone 1003	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 19:00	Coded Signal 10-8	Code Out <None>	Case Number
Address 150 NE 2nd St Deerfield Beach								Ops Plan Number
Narrative In service CRA Detail								

D
E
2

Dispatched Signal 73	Zone 1002	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 22:00	Coded Signal 73	Code Out <None>	Case Number
Address Intersection of E Hillsboro Blvd & Cove Dr Deerfield Beach								Ops Plan Number
Narrative Radar enforcement conducted. 0 violators observed. (min speed of 15 mph over posted limit)								

D
E
3

Dispatched Signal 68	Zone 1002	10-51 21:15	On View <input type="checkbox"/>	10-97 21:15	10-98 22:00	Coded Signal 68	Code Out <None>	Case Number
Address 150 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative Area check of the Hillsboro Square Plaza, starbucks, la fitness, publix.								

D
E
4

Dispatched Signal 68	Zone 1002	10-51 22:10	On View <input type="checkbox"/>	10-97 22:10	10-98 22:30	Coded Signal 68	Code Out <None>	Case Number
Address Intersection of E Hillsboro Blvd & Cove Dr Deerfield Beach								Ops Plan Number
Narrative Area check of Sullivan park. 3 vehicles observed, 5 persons hanging out by the benches. All 10-4 and parties 54/29								

D
E
5

Dispatched Signal 68	Zone 1001	10-51 22:45	On View <input type="checkbox"/>	10-97 22:45	10-98 00:00	Coded Signal 68	Code Out <None>	Case Number
Address 200 N Ocean Dr Deerfield Beach								Ops Plan Number
Narrative Area check of the Pier, beach, and bar/restaurant area.								

D
E
6

Dispatched Signal 10-7	Zone 1003	10-51 00:00	On View <input type="checkbox"/>	10-97 00:00	10-98 00:00	Coded Signal 10-7	Code Out <None>	Case Number
Address 150 NE 2nd St Deerfield Beach								Ops Plan Number
Narrative Out of service								

D
E

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

D
E

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

DAILY LOG

Deputy Anthony Ciaravino	CCN 16718	Supervisor Adkins, Allen	CCN 1111
District/Unit Deerfield Beach	Date 02/02/2013	Shift Alpha	Zone 1006
Vehicle Number 5772	Mileage On 131563	Mileage Off	Miles Driven

DAILY ENTRIES

Dispatched Signal	Zone	10-51	On View	10-97	10-98	Coded Signal	Code Out	Case Number
10-8	1002	19:00	<input type="checkbox"/>	19:00	19:00	10-8	(None)	
Address 1200 Block E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative 10-8 CRA Detail								
10-6	1002	18:00	<input type="checkbox"/>	18:00	19:25	10-6	(None)	
Address 1600 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative foot patrol in the Cove parking lot. Made several consensual encounters.								
10-6	1002	19:30	<input type="checkbox"/>	19:30	21:02	10-6	(None)	
Address 1400 Block SE 3rd St Deerfield Beach								Ops Plan Number
Narrative 4 13p's all 54-29								
10-6	1001	21:02	<input type="checkbox"/>	21:02	23:16	10-6	(None)	
Address 300 Block NE 21st Ave Deerfield Beach								Ops Plan Number
Narrative foot patrol on beach "no violations observed."								
10-6	1002	23:16	<input type="checkbox"/>	23:16	23:55	10-6	(None)	
Address 1500 Block E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative conducted traffic enforcement. 1 citation issued								
10-6	1003	00:02	<input type="checkbox"/>	00:02	01:00	10-94	(None)	
Address 900 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative Responded as a 94 for 10D9 ref case#0325 bailout during a 10-50.								
13P	1001	02:00	<input type="checkbox"/>	02:00	02:00	10-94	(None)	
Address 500 SE 21st Ave Deerfield Beach								Ops Plan Number
Narrative 10-65 case#0331 ref 5 13pfs parking their vehicle on private property and then walking to the tiki huts by the beach. Made contact with all 5 subjects all 54-29 drinking alcohol on the beach.								
10-6	1001	02:15	<input type="checkbox"/>	02:15	02:15	10-6	(None)	
Address 200 NE 19th Ave Deerfield Beach								Ops Plan Number
Narrative Assisted in the closing of Bruffs Room and Kahunas. Maintained high visibility in the 1 and 2 zone residential areas.								

10353-020713A

Broward Sheriff's Office
Daily Patrol Activity Log

2/13/2013 6:08:43 PM

Padron, Fernando 10353

Page 1 of 3

DAILY LOG

Deputy Fernando Padron		CCN 10353	Supervisor Sgt. J. Muller		CCN
District/Unit Deerfield Beach			Date 02/07/2013	Shift Alpha	Zone 1001
Vehicle Number 9278	Mileage On 11968	Mileage Off 12063	Miles Driven 95		

DAILY ENTRIES

DE 1

Dispatched Signal 15	Zone 1001	10-51 17:00	On View <input type="checkbox"/>	10-97 17:00	10-98 01:00	Coded Signal 15	Code Out <None>	Case Number
Address 1600 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative AREA CHECK AND FOOT PATROLS IN THE AREA GOVERNED BY CRA IN 1001 AND 1002 ZONES BETWEEN 1700 AND 0100 HOURS. NO PROBLEMS OBSERVED AND NO CALLS FOR SERVICE IN SAID AREA.								

DE

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

DE

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

DE

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

DE

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

DE

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

DE

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

DE

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

DAILY LOG

Deputy Anthony Ciaravino		CCN 16718	Supervisor Adkins, Allen		CCN 1111
District/Unit Deerfield Beach			Date 02/08/2013	Shift Alpha	Zone 1006
Vehicle Number 5772	Mileage On 131563	Mileage Off		Miles Driven	

DAILY ENTRIES

D
E
2

Dispatched Signal 10-8	Zone 1002	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 19:00	Coded Signal 10-8	Code Out (None)	Case Number
Address 1200 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative 10-8								

D
E
3

Dispatched Signal 10-6	Zone 1002	10-51 18:00	On View <input type="checkbox"/>	10-97 18:00	10-98 19:30	Coded Signal 10-6	Code Out (None)	Case Number
Address 200 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative Conducted foot patrol in the Publix plaza and made several citizen contacts.								

D
E
4

Dispatched Signal 13U	Zone 1002	10-51 19:40	On View <input type="checkbox"/>	10-97 19:40	10-98 20:10	Coded Signal 13U	Code Out Bravo	Case Number
Address 600 Block SW 12th Ave Deerfield Beach								Ops Plan Number
Narrative Stopped a 13u riding up and down 2 zone streets. Subject was driving a black Toyota Tacoma FLA Tag U78 4NX and subject stated he was looking for a friends address. IT confirmed 54-29.								

D
E
5

Dispatched Signal 10-6	Zone 1002	10-51 21:30	On View <input type="checkbox"/>	10-97 21:30	10-98 23:00	Coded Signal 10-6	Code Out (None)	Case Number
Address 1500 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative Conducted foot patrol in the Cove.								

D
E
6

Dispatched Signal 10-6	Zone 1002	10-51 23:00	On View <input type="checkbox"/>	10-97 23:00	10-98 00:00	Coded Signal 10-6	Code Out (None)	Case Number
Address 200 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative Assisted and monitored the closing of Publix, Starbucks and LA Fitness.								

D
E
7

Dispatched Signal 10-6	Zone 1001	10-51 00:00	On View <input type="checkbox"/>	10-97 00:00	10-98 00:30	Coded Signal 10-6	Code Out (None)	Case Number
Address 300 N Ocean Blvd Deerfield Beach								Ops Plan Number
Narrative Foot patrol on the beach and pier.								

D
E
8

Dispatched Signal 13P	Zone 1002	10-51 00:30	On View <input type="checkbox"/>	10-97 00:30	10-98 01:15	Coded Signal 13P	Code Out Bravo	Case Number
Address 300 Block SW 15th St Deerfield Beach								Ops Plan Number
Narrative Stopped several 13ps in 2zone on their bikes all 54-29.								

D
E
9

Dispatched Signal 10-6	Zone 1002	10-51 02:00	On View <input type="checkbox"/>	10-97 02:00	10-98 03:00	Coded Signal 10-6	Code Out (None)	Case Number
Address 1100 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative Conducted traffic control on E. Hillsboro Blvd and SE 15th Ter. No violations observed.								

DAILY ENTRIES

DE
10

Dispatched Signal 10-6	Zone 1001	10-51 03:00	On View <input type="checkbox"/>	10-97 03:00	10-98 03:00	Coded Signal 10-6	Code Out (None)	Case Number
Address 300 SE 19th Ave Deerfield Beach								Ops Plan Number
Narrative Stayed highly visible in the 1zone and 2zone residential areas.								

DE
11

Dispatched Signal 10-7	Zone 1003	10-51 03:00	On View <input type="checkbox"/>	10-97 03:00	10-98 03:00	Coded Signal 10-7	Code Out (None)	Case Number
Address 300 NE Eller St Deerfield Beach								Ops Plan Number
Narrative 10-7								

DE

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

DE

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

DE

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

DE

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

DAILY SUMMARY

Reports / Calls	
Event Reports	0
PC Forms	0
Crash Reports	0
Code Outs	2
AOA	0
On Views	0

Arrests	
Felony	0
Domestic Felony	0
Misd Phys	0
Domestic Misd	0
NTA	0
Warrant /Capias	0
Traffic	0
DUI	0

Citations	
Moving	0
Non Moving	0
Parking	0
County Ord	0
City Ord	0
Warning	0
Marine	0

General	
S10 Recovered	0
Day Watch	0
Alarms	0
FI	0
Area Checks	8
Night Eyes	0
Truants	0
NIC PC	0
Citizen Contacts	19
Car Watch	0
Truant Debriefed	0
Back Ups	0
DAV	0
Elder Links	0

Administrative	
Foot Patrol	0
Bike Patrol	0
Court	0
Training	0
Detached	0
Overtime	0
Total Hours	12

DAILY LOG

Deputy Anthony Guaglione		CCN 4692	Supervisor Sgt. Devlin		CCN
District/Unit Deerfield Beach			Date 02/09/2013	Shift Alpha	Zone 1002
Vehicle Number 9251	Mileage On 8888	Mileage Off 8888	Miles Driven 0		

DAILY ENTRIES

D
E
2

Dispatched Signal 10-8	Zone 1002	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 19:45	Coded Signal 10-6	Code Out (None)	Case Number
Address 150 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative 10-8. Foot Patrol and Area Check - Publix parking lot, Office Depot, LA Fitness and businesses								

D
E
3

Dispatched Signal 13P	Zone 1002	10-51 19:45	On View <input type="checkbox"/>	10-97 19:45	10-98 20:02	Coded Signal 10-94	Code Out (None)	Case Number DR13-02-01423
Address 1000 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative La Fitness staff called regarding a 13P who they suspected had been previously banned from the facility. Upon arrival staff indicated wrong subject. Stay on seen until business closed at 2000 hrs.								

D
E
4

Dispatched Signal 10-6	Zone 1001	10-51 20:15	On View <input type="checkbox"/>	10-97 20:15	10-98 21:00	Coded Signal 10-6	Code Out (None)	Case Number
Address 1900 NE 2nd St Deerfield Beach								Ops Plan Number
Narrative Foot Patrol and Area Check								

D
E
5

Dispatched Signal 10-6	Zone 1001	10-51 21:15	On View <input type="checkbox"/>	10-97 21:15	10-98 22:00	Coded Signal 10-6	Code Out (None)	Case Number
Address 200 NE 20th Ave Deerfield Beach								Ops Plan Number
Narrative Area Check and Foot Patrol								

D
E
6

Dispatched Signal 10-6	Zone 1001	10-51 22:00	On View <input type="checkbox"/>	10-97 22:00	10-98 23:00	Coded Signal 10-6	Code Out (None)	Case Number
Address 100-700 North Ocean Dr Deerfield Beach								Ops Plan Number
Narrative Area check								

D
E
7

Dispatched Signal 10-6	Zone 1001	10-51 23:00	On View <input type="checkbox"/>	10-97 23:00	10-98 23:55	Coded Signal 10-6	Code Out (None)	Case Number
Address 1900 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative Area check								

D
E
8

Dispatched Signal 10-6	Zone 1002	10-51 00:05	On View <input type="checkbox"/>	10-97 00:05	10-98 01:30	Coded Signal 10-6	Code Out (None)	Case Number
Address 1500 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative THE COVE Area Check								

D
E
9

Dispatched Signal 10-6	Zone 1001	10-51 01:30	On View <input type="checkbox"/>	10-97 01:30	10-98 03:00	Coded Signal 10-6	Code Out (None)	Case Number
Address 200 NE 19th Ave Deerfield Beach								Ops Plan Number
Narrative Area check								

DAILY LOG

Deputy Jerome Squadrito		CCN 9413	Supervisor Sgt. Muller		CCN
District/Unit Deerfield Beach			Date 02/14/2013	Shift Alpha	Zone 1002
Vehicle Number 9413	Mileage On 46730	Mileage Off 46780		Miles Driven 50	

DAILY ENTRIES

D
E
1

Dispatched Signal 10-8	Zone 1002	10-51 17:00	On View <input type="checkbox"/>	10-97 17:00	10-98 17:00	Coded Signal 10-8	Code Out (None)	Case Number
Address 1002 ZONE Deerfield Beach								Ops Plan Number
Narrative IN SERVICE CRA DETAIL.								

D
E
2

Dispatched Signal 10-6	Zone 1002	10-51 17:00	On View <input type="checkbox"/>	10-97 17:00	10-98 18:00	Coded Signal 10-6	Code Out (None)	Case Number
Address 1002 ZONE Deerfield Beach								Ops Plan Number
Narrative HIGH VISIBILITY PATROL THE COVE SHOPPING PLAZA AND RESIDENTIAL AREA. LA FITNESS. HEAVY RAIN.								

D
E
3

Dispatched Signal 10-6	Zone 1001	10-51 18:30	On View <input type="checkbox"/>	10-97 18:30	10-98 19:00	Coded Signal 10-6	Code Out (None)	Case Number
Address 1001 ZONE Deerfield Beach								Ops Plan Number
Narrative BREAK IN THE WEATHER CONDUCTED FOOT PATROL, THEN RAINED OUT. CHECKED THE PIER AND RESTAURANTS.								

D
E
4

Dispatched Signal 10-6	Zone 1001	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 20:00	Coded Signal 10-6	Code Out (None)	Case Number
Address 1001 ZONE Deerfield Beach								Ops Plan Number
Narrative DROVE AROUND BEACH PARKING LOTS. CHECKED AREA OF CARNIVAL NO PEDESTRIANS OUT DUE TO BAD WEATHER.								

D
E
5

Dispatched Signal 10-6	Zone 1002	10-51 20:00	On View <input type="checkbox"/>	10-97 20:00	10-98 21:00	Coded Signal 10-6	Code Out (None)	Case Number
Address 1002 ZONE Deerfield Beach								Ops Plan Number
Narrative HIGH VISIBILITY PATROL 1002 ZONE.								

D
E
6

Dispatched Signal 10-6	Zone 1001	10-51 21:00	On View <input type="checkbox"/>	10-97 21:00	10-98 00:00	Coded Signal 10-6	Code Out (None)	Case Number
Address 1001 AND 1002 ZONE Deerfield Beach								Ops Plan Number
Narrative DUE TO HEAVY RAIN DROVE AROUND CRA AREA BUSINESSES AND RESIDENTIAL AREAS.								

D
E
7

Dispatched Signal 10-94	Zone 1001	10-51 00:06	On View <input type="checkbox"/>	10-97 00:06	10-98 00:15	Coded Signal 10-94	Code Out Bravo	Case Number DR13-02-02261
Address 925 S Ocean Dr Deerfield Beach								Ops Plan Number
Narrative BACK UP FOR 10B1								

D
E
8

Dispatched Signal 10-6	Zone 1003	10-51 00:45	On View <input type="checkbox"/>	10-97 00:45	10-98 01:00	Coded Signal 10-7	Code Out (None)	Case Number
Address 300 Eller St Deerfield Beach								Ops Plan Number
Narrative 10-6 10-19 PAPER DROP.								

11435-021513S
Phillips, W. 11435

Broward Sheriff's Office
Daily Patrol Activity Log

2/17/2013 6:00:45 PM
Page 1 of 3

DAILY LOG

Deputy W. Phillips		CCN 11435	Supervisor Delvin		CCN
District/Unit Deerfield Beach			Date 02/15/2013	Shift S.E.T.	Zone 10
Vehicle Number 9188	Mileage On 126261	Mileage Off 126334	Miles Driven 73		

DAILY ENTRIES

D
E
1

Dispatched Signal 10-6	Zone 1003	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 19:44	Coded Signal 10-6	Code Out (None)	Case Number
Address 1601 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative 10-6 ref area check and patrol at Sullivan Park ref CRA Ops. The area was very quiet, no 13 activity to report.								

D
E
2

Dispatched Signal 10-6	Zone 1002	10-51 19:53	On View <input type="checkbox"/>	10-97 19:57	10-98 21:37	Coded Signal 10-6	Code Out (None)	Case Number
Address 1754 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative Area check at The Cove looking for 13 activity. The Cove is very active, but orderly. No 13 activity to report.								

D
E
3

Dispatched Signal 10-6	Zone 1002	10-51 21:48	On View <input type="checkbox"/>	10-97 21:51	10-98 23:02	Coded Signal 10-6	Code Out (None)	Case Number
Address 150 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative 10-6 ref area check in the cove and Federal Highway area also 10-94 for 10A4 ref sig 13 p sig 20								

D
E
4

Dispatched Signal 10-6	Zone 1002	10-51 23:07	On View <input type="checkbox"/>	10-97 23:11	10-98 00:39	Coded Signal 10-6	Code Out (None)	Case Number
Address 1754 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative 10-6 ref area check in the cove. the area was active but orderly, no activity to report.								

D
E
5

Dispatched Signal 10-6	Zone 1003	10-51 00:51	On View <input type="checkbox"/>	10-97 00:54	10-98 02:07	Coded Signal 10-6	Code Out (None)	Case Number
Address 1051 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative 10-6 ref area check at the above location ref CRA ops. The area was very quiet. No 13 activity to report.								

D
E
6

Dispatched Signal 10-6	Zone 1002	10-51 02:09	On View <input type="checkbox"/>	10-97 02:11	10-98 02:45	Coded Signal 10-6	Code Out (None)	Case Number
Address 1754 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative 10-6 ref area check at the above location. The area was very quiet, no 13 activity to report.								

D
E
7

Dispatched Signal 10-6	Zone 1003	10-51 02:45	On View <input type="checkbox"/>	10-97 02:49	10-98 03:00	Coded Signal 10-6	Code Out (None)	Case Number
Address 300 NE 2nd St Deerfield Beach								Ops Plan Number
Narrative 10-6 10-19 ref 10-44 and fuel								

D
E

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

4692-021613A

Broward Sheriff's Office
Daily Patrol Activity Log

2/19/2013 12:06:32 AM

Guaglione, Anthony 4692

Page 1 of 3

DAILY LOG

Deputy Anthony Guaglione		CCN 4692	Supervisor Sgt. Devlin		CCN
District/Unit Deerfield Beach			Date 02/16/2013	Shift Alpha	Zone 1002
Vehicle Number 9251	Mileage On 8888	Mileage Off 8888	Miles Driven 0		

DAILY ENTRIES

D
E
1

Dispatched Signal 10-8	Zone 1002	10-51 19:00	On View <input type="checkbox"/>	10-97 19:00	10-98 19:00	Coded Signal 10-8	Code Out <None>	Case Number
Address 1200 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative 10-8								

D
E
2

Dispatched Signal 10-6	Zone 1002	10-51 18:00	On View <input type="checkbox"/>	10-97 18:00	10-98 19:30	Coded Signal 10-6	Code Out <None>	Case Number
Address 200 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative Foot Patrol in Publix plaza								

D
E
3

Dispatched Signal 10-6	Zone 1001	10-51 19:30	On View <input type="checkbox"/>	10-97 19:30	10-98 21:30	Coded Signal 10-6	Code Out <None>	Case Number
Address 200 NE 21st Ave Deerfield Beach								Ops Plan Number
Narrative Foot Patrol Pier and businesses/ Area check								

D
E
4

Dispatched Signal 10-6	Zone 1002	10-51 21:30	On View <input type="checkbox"/>	10-97 21:30	10-98 23:00	Coded Signal 10-6	Code Out <None>	Case Number
Address 1500 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative The Cove - Foot Patrol								

D
E
5

Dispatched Signal 10-6	Zone 1002	10-51 23:00	On View <input type="checkbox"/>	10-97 23:00	10-98 00:00	Coded Signal 10-6	Code Out <None>	Case Number
Address 150 S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative Area Check Publix / LA Fitness								

D
E
6

Dispatched Signal 10-6	Zone 1001	10-51 00:00	On View <input type="checkbox"/>	10-97 00:00	10-98 03:00	Coded Signal 10-6	Code Out <None>	Case Number
Address 300 N Ocean Blvd Deerfield Beach								Ops Plan Number
Narrative Foot Patrol and Area Check of Pier / businesses								

D
E
7

Dispatched Signal 10-7	Zone 1003	10-51 03:00	On View <input type="checkbox"/>	10-97 03:00	10-98 03:00	Coded Signal 10-7	Code Out <None>	Case Number
Address 300 NE 2nd St Deerfield Beach								Ops Plan Number
Narrative 10-7								

D
E

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

DAILY LOG

Deputy Jerome Squadrito	CCN 9413	Supervisor Sgt. Muller	CCN
District/Unit Deerfield Beach	Date 02/21/2013	Shift Alpha	Zone 1002
Vehicle Number 9413	Mileage On 46947	Mileage Off 46947	Miles Driven 0

DAILY ENTRIES

Dispatched Signal	Zone	10-51	On View	10-97	10-98	Coded Signal	Code Out	Case Number
10-8	1002	17:00	<input type="checkbox"/>	17:00	17:00	10-8	(None)	
Address 1001 AND 1002 ZONE Deerfield Beach								Ops Plan Number
Narrative IN SERVICE CRA DETAIL.								
10-6	1002	17:00	<input type="checkbox"/>	17:00	17:45	10-6	(None)	
Address 1600 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative PARK AND WALK THE COVE SHOPPING CENTER, TWO GEORGES, CASA MIA.								
10-6	1001	18:00	<input type="checkbox"/>	18:00	19:00	10-6	(None)	
Address 1001 ZONE Deerfield Beach								Ops Plan Number
Narrative PARKED AND WALKED THE BOARD WALK AND PIER. CHECKED ON KAWANIS CLUB MEETING AT UP STAIRS PATIO. CONTACTED TWO DOG OWNERS AND REMOVED THEM FROM BOARD WALK.								
10-6	1002	19:10	<input type="checkbox"/>	19:10	19:40	10-6	(None)	
Address Hillsboro and Federal Hwy. Deerfield Beach								Ops Plan Number
Narrative CONDUCTED PREMISE CHECKES AT CUS AND WALGREENS.								
10-6	1003	19:40	<input type="checkbox"/>	19:40	20:00	10-6	(None)	
Address 1600 Riverview Rd Deerfield Beach								Ops Plan Number
Narrative AREA CHECK SULLIVAN PARK, ALL CLEAR.								
10-6	1001	20:10	<input type="checkbox"/>	20:10	22:30	10-6	(None)	
Address 1001 ZONE Deerfield Beach								Ops Plan Number
Narrative PARKED VEHICLE AND WALKED BUSINESSES ALONG S-CURVE. REMOVED W/M HOMLESS, FROM IN FRONT OF PIER OFFICE.								
22	1001	22:21	<input checked="" type="checkbox"/>	22:21	22:36	10-94	Bravo	DR13-02-03319
Address 1900 NE 2nd St Deerfield Beach								Ops Plan Number
Narrative BACK UP FOR 10B1 REF. CONTACT MADE WITH W/M TRANSPORTED TO SHELTER.								
10-6	1002	22:52	<input type="checkbox"/>	22:52	00:00	10-6	(None)	
Address 1002 ZONE Deerfield Beach								Ops Plan Number
Narrative DROVE AROUND 1002 ZONE AND STATIONARY REF. PREVIOUS CALL OF S-13 UEH. WHITE POSS. NISSAN WITH 4 B/M'S DRIVING THROUGH THE AREA SLOW LOOKING INTO WINDOWS.								

DAILY ENTRIES

DE 9

Dispatched Signal 10-6	Zone 1002	10-51 00:00	On View <input type="checkbox"/>	10-97 00:00	10-98 00:15	Coded Signal 10-6	Code Out (None)	Case Number
Address The Cove Shopping Center Deerfield Beach								Ops Plan Number
Narrative HIGH VISIBILITY PATROL AMERICAN ROCK BAR AND THE TIPPERARY.								

DE 10

Dispatched Signal 10-6	Zone 1001	10-51 00:15	On View <input type="checkbox"/>	10-97 00:15	10-98 00:45	Coded Signal 10-6	Code Out (None)	Case Number
Address 1001 ZONE Deerfield Beach								Ops Plan Number
Narrative HIGH VISIBILITY PATROL.								

DE 11

Dispatched Signal 10-7	Zone 1003	10-51 01:00	On View <input type="checkbox"/>	10-97 01:00	10-98 01:00	Coded Signal 10-7	Code Out (None)	Case Number
Address 300 Eller St Deerfield Beach								Ops Plan Number
Narrative OUT OF SERVICE.								

DE

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

DE

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

DE

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

DAILY SUMMARY

Reports / Calls	
Event Reports	0
PC Forms	0
Crash Reports	0
Code Outs	1
AOA	0
On Views	1

Arrests	
Felony	0
Domestic Felony	0
Misd Phys	0
Domestic Misd	0
NTA	0
Warrant /Caplas	0
Traffic	0
DUI	0

Citations	
Moving	0
Non Moving	0
Parking	0
County Ord	0
City Ord	0
Warning	0
Marine	0

General	
S10 Recovered	Day Watch
0	0
Alarms	FI
0	0
Area Checks	Night Eyes
8	0
Truants	NIC PC
0	0
Citizen Contacts	Car Watch
4	0
Truant Debriefed	Back Ups
0	1
DAV	Elder Links
0	0

Administrative	
Foot Patrol	0
Bike Patrol	0
Court	0
Training	0
Detached	8
Overtime	0
Total Hours	8

14541-022213A
Peralta, C 14541

Broward Sheriff's Office
Daily Patrol Activity Log

2/25/2013 4:47:25 AM
Page 1 of 3

DAILY LOG

Deputy C Peralta	CCN 14541	Supervisor A Guaglione	CCN 4692
District/Unit Deerfield Beach	Date 02/22/2013	Shift Alpha	Zone 08
Vehicle Number 5285	Mileage On 104509	Mileage Off 104567	Miles Driven 58

DAILY ENTRIES

Dispatched Signal	Zone	10-51	On View	10-97	10-98	Coded Signal	Code Out	Case Number
10-8	1003	19:00	<input type="checkbox"/>	19:00	19:00	10-8	(None)	
Address 150 NE 2nd St Deerfield Beach								Ops Plan Number
Narrative In service as 10Y20. CRA Detail								
68	1002	19:00	<input type="checkbox"/>	19:00	20:00	68	(None)	
Address Intersection of E Hillsboro Blvd & Cove Dr Deerfield Beach								Ops Plan Number
Narrative Area check of The Cove Plaza								
68	1002	19:10	<input type="checkbox"/>	19:10	20:00	68	(None)	
Address 150 E Hillsboro Blvd Deerfield Beach								Ops Plan Number
Narrative Area check of Hillsboro Square Plaza								
68	1002	21:10	<input type="checkbox"/>	21:10	21:30	68	(None)	
Address Intersection of E Hillsboro Blvd & Cove Dr Deerfield Beach								Ops Plan Number
Narrative Area check of Sullivan Park. No persons on scene								
68	1008	21:30	<input type="checkbox"/>	21:30	22:10	68	(None)	
Address Intersection of E Hillsboro Blvd & Cove Dr Deerfield Beach								Ops Plan Number
Narrative Traffic enforcement of the red light at the intersection. No violators observed								
10-94	1002	22:26	<input type="checkbox"/>	22:28	23:09	10-94	(None)	DR13-02-03496
Address 300 Block S Federal Hwy Deerfield Beach								Ops Plan Number
Narrative Assisted with zone unit on glass break alarm. All 10-4								
57	1002	23:09	<input type="checkbox"/>	23:11	23:31	57	Bravo	DR13-02-03507
Address 1755 SE 3rd Ct Deerfield Beach								Ops Plan Number
Narrative Ref juveniles smoking marijuana in the area. Circulated and unable to locate. Maintained high visibility inside The Cove								
10-94	1002	23:32	<input type="checkbox"/>	23:33	23:45	10-94	(None)	DR13-02-03515
Address 300 Block SE 12th Ave Deerfield Beach								Ops Plan Number
Narrative Assisted zone unit in area check of a suspicious person/incident. All 10-4 unable to locate								

14541-022213A
 Peralta, C 14541

Broward Sheriff's Office
 Daily Patrol Activity Log

2/25/2013 4:47:25 AM
 Page 2 of 3

DAILY ENTRIES

DE
9

Dispatched Signal 10-94	Zone 099	10-51 23:45	On View <input type="checkbox"/>	10-97 23:45	10-98 03:00	Coded Signal 10-94	Code Out (None)	Case Number DR13-02-01785
Address 300 NE Eller St Deerfield Beach								Ops Plan Number
Narrative Assisted District Units in apprehending a violent felon in a 2 1/2 hour felony stop.								

DE
10

Dispatched Signal 10-7	Zone 1003	10-51 03:00	On View <input type="checkbox"/>	10-97 03:00	10-98 03:00	Coded Signal 10-7	Code Out (None)	Case Number
Address 150 NE 2nd St Deerfield Beach								Ops Plan Number
Narrative Out of service								

DE

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

DE

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

DE

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

DE

Dispatched Signal	Zone	10-51	On View <input type="checkbox"/>	10-97	10-98	Coded Signal	Code Out	Case Number
Address								Ops Plan Number
Narrative								

DAILY SUMMARY

Reports / Calls	
Event Reports	0
PC Forms	0
Crash Reports	0
Code Outs	1
AOA	0
On Views	0

Arrests	
Felony	0
Domestic Felony	0
Misd Phys	0
Domestic Misd	0
NTA	0
Warrant /Capias	0
Traffic	0
DUI	0

Citations	
Moving	0
Non Moving	0
Parking	0
County Ord	0
City Ord	0
Warning	0
Marine	0

General	
S10 Recovered	Day Watch
0	0
Alarms	FI
0	0
Area Checks	Night Eyes
7	0
Truants	NIC PC
0	0
Citizen Contacts	Car Watch
3	0
Truant Debriefed	Back Ups
0	3
DAV	Elder Links
0	0

Administrative	
Foot Patrol	0
Bike Patrol	0
Court	0
Training	0
Detached	0
Overtime	0
Total Hours	0

REQUESTED ACTION:

None. This item is for informational purposes only.

SUMMARY EXPLANATION/BACKGROUND:

At the January 22, 2013 CRA Board meeting, the Board voted unanimously to sponsor the 66th Annual Founders' Days special event in an amount not to exceed \$34,500. The request for financial support arose when the Founders' Days Committee dissolved with no plan for the continued management of the event that regularly attracts 80,000-100,000 attendees to the CRA District. The CRA Board conditioned financial support on an understanding that this event funding would be a one-time request and a requirement that staff gather economic impact indicators on the event so that the Board can evaluate return on investment.

Rain and high winds reduced event attendance on Thursday and most of Friday. The inclement weather reduced the amount of event attendees to approximately 50,000, thereby also reducing typical event revenues and economic impact.

A special events survey was e-mailed to thirty-five (35) businesses in the CRA and five responses were received (attached). All respondents reported that special events have a positive impact on their business. City Parks and Recreation Department staff administered in person surveys of event attendees. On average, attendees that were surveyed spent \$7.65 on fuel to travel to the event, \$20.00 on hotel accommodations, and \$57.68 on meals during event attendance. The average group size is 3 people. Vendors were surveyed as well with a low response and mixed feedback. The overall estimated economic impact of this special event is \$1,400,000.

Event expenses exceeded revenues by \$29,041.24. This amount is less than the not to exceed sponsorship of \$34,500 approved by the CRA Board.

ATTACHMENTS:

Parks and Recreation Department Event Summary and Evaluation
Proposed and Actual Event Budget
Vendor Survey Results
Event Attendee Survey Results
CRA Business Survey Results



City of
D E E R F I E L D
B E A C H

Parks and Recreation Department

MEMORANDUM

TO: Kris Mory, Community Redevelopment Agency (CRA) Director
FROM: Kara Petty, Assistant Director of Parks and Recreation
DATE: March 15, 2013
SUBJECT: **2013 66th Annual Deerfield Beach Founders' Days Report**

The 2013 66th Annual Deerfield Beach Founders' Days event was produced by the Parks and Recreation Department due to the decision by the Founders' Days Committee not to coordinate the event this year. Over sixty (60) parade participants and over ninety (90) vendors took part in the event. According to the Broward Sheriff's Office and the Coast Guard the event had over 40,000 attendees.

The net cost of the event was \$29,041.24, with expenses totaling \$76,103.10 and revenue totaling \$47,061.86. It should be noted that due to the limited amount of time to coordinate the event, sponsorships were not obtained. Additionally, poor weather forced the event to close on Thursday night, and limited attendance prior to 8:30pm on Friday.

Below are the results of evaluations that staff received from attendees of the event:

- Each group/party that attended the event averaged 2.86 persons
- Average number of adults that travelled with group to the event 2.41 adults
- The average person traveled 391.55 miles round-trip to attend the event
- The average person spent \$7.65 in fuel costs
- The average person stayed .95 night in an area hotel
- The average person spent \$20 on lodging as part of their event attendance
- The average person spent \$57.68 on food/beverages as part of their event attendance
- On a scale of 1-5 (with 5 being the highest) participants rated the event with an overall average of 4.75

The results listed above are indicative of a positive event, especially in light of the limited time to plan such a large scale event. If you should have any questions, please contact me.

Founders' Day Proposed Budget

Vendor/Service	Description	Approximate Cost	Actual Cost
	Entertainment, sound, lighting, stage	\$ 25,000.00	\$ 19,050.00
	Fireworks	\$ 10,000.00	\$ 7,500.00
Platinum	Security	\$ 4,200.00	\$ 1,991.00
Vendor Inspections	Gas, health	\$ 1,200.00	\$ 765.00
Sunbelt Rentals	Light Towers	\$ 2,000.00	\$ 2,202.25
Tents and Events	Tents, chairs, and tables	\$ 5,000.00	\$ 3,995.00
Starr Ice	Ice	\$ 1,000.00	\$ 830.00
All Star Golf Car	Golf Carts	\$ 1,000.00	\$ 705.00
Challenger RV	RV - for entertainers	\$ 750.00	\$ -
Highway Technologies	Barricades	\$ 2,000.00	\$ 2,480.00
Fast Signs	Signage	\$ 1,000.00	\$ 1,196.18
Advertising	Flyers, Ads, etc.	\$ 2,000.00	\$ 2,047.00
Zephyr Hills	Water - contract	\$ 800.00	\$ 431.11
BSO - Law Enforcement	Free per contract	\$ -	\$ -
BSO - Fire Rescue	Free per contract	\$ -	\$ -
Parks and Recreation/OT	Shuttle, set-up, clean-up	\$ 12,500.00	\$ 10,521.53
Electrical Team	Fred Scott - generators	\$ 7,500.00	\$ 6,148.97
Parade	Bands, Trophies, etc	\$ 11,000.00	\$ 1,105.06
FMG	Alcohol, vendors, parade, etc.	\$ 15,000.00	\$ 15,000.00
VIP Tent			\$ 135.00
	TOTAL	\$ 101,950.00	\$ 76,103.10

Revenue Source	Description	Estimated Revenue	Actual Revenue
Carnival	25% of ticket sales	\$ 10,000.00	\$ 7,921.00
Beer Sales	20% of alcohol sales	\$ 5,000.00	\$ 4,576.86
Sponsors	70% of sponsorships	\$ 4,000.00	\$ -
Food Vendor Fees	20% of food sales	\$ 8,500.00	\$ 6,021.00
Art/Apparel Vendor Fees	100% of vendor fees	\$ 38,000.00	\$ 108.00
			\$ 28,435.00
	TOTAL	\$ 65,500.00	\$ 47,061.86

CRA Funding Request	Estimated CRA Sponsorship	Actual CRA Sponsorship
	\$34,500	\$ 29,041.24

**City of Deerfield Beach, Florida
Parks and Recreation Department
Founder's Days
February 14-17, 2013**

Vendor Survey (results)

1. How would you rate this event overall
 - a. The average rate $18/4 = 4.5$

2. Please rate the following aspects of the event:
On average rating:
 - Setup = 4.5 out of 4
 - Breakdown = 4.6 out of 5
 - Layout = 4.6 out of 5
 - Communication = 4 out of 5
 - Parking = 4.2 out of 5
 - Booth Pricing = 3.2 out of 5
 - Entertainment = 3.25 out of 4

3. Was this your first time attending?
 $3/5 = .60$
60% of vendors have attended Founder's Days before

4. How likely are you to attend this event next year?
 $5/5 = 1$
100% of the vendors say they are likely to attend this event next year

Written Responses

1. I have participated for 6 years it was the worse I have ever done. 1/3 of what I am use to. I thought the layout was terrible for vendors as I always was by the firehouse/ bathrooms and the weather certainly did not help at all. Very disappointed in the event. Also no one paid attention to the type of vendors so there was way too much jewelry.

2. Loved the Founders Day Event as we do all Events on Deerfield Beach.

3. I am a regular vendor at your shows I have my own line of dresses and my company is called beach boutique I normally do very well at your events but founders day was not that great for me I think possibly because it was the weather and obviously nobody was at the beach and also possibly because it was thrown together last minute and there was not much advertising because most people said they did not even know that this festival was happening.

**City of Deerfield Beach, Florida
Parks and Recreation Department
Founder's Days
February 14-17, 2013**

Economic Impact Survey (results)

1. How many people came with you to this special event (ex: 1, 2, 3, etc.)?

176 total divided by 59 respondents = 2.98 average people

2. How many Adults came with you to this event?

148 total divided by 59 respondents = 2.51 average adults

3. How many miles (round-trip) did you travel to get to this tournament/special event/activity?

23101.45 divided by 59 respondents= 391.55

4. Estimate the total cost of your fuel/gas (and any persons traveling with you) to attend this tournament/special event/activity (ex: \$50, \$100, etc.).

\$451.10 total divided by 59 respondents = \$7.65 on average

5. How many nights (lodging) did you stay in Deerfield Beach?

56 total divided by 59 respondents = .95 average hotel nights stayed

6. What was the cost of lodging for you and persons traveling with you?

 \$1,180

\$1,180 total divided by 59 respondents = \$20 average per person spent on lodging

7. What was the cost of ALL meals and beverages for you and spectators while attending this tournament/special event/activity?

\$3403 total divided by 59 respondents = \$57.68 average per person

8. How do you rate the parks, facilities and amenities in the City of Deerfield Beach Parks and Recreation Department that you dealt with as part of being a participant for this tournament/special event/activity? (with 1 being the lowest and 5 being the highest rating)

1 2 3 4 5

280 total divided by 63 respondents = 4.75 average rating per respondent

**City of Deerfield Beach, Florida
Community Redevelopment Agency (CRA)
Special Event Survey
66th Annual Founders' Days Celebration
February 14-17, 2013**

The Founders' Days event was sponsored by the City of Deerfield Beach and the Deerfield Beach Community Redevelopment Agency. Your input is greatly appreciated and will assist in future funding decisions and event planning.

1. What is the name of your business? _____ Oceans 234 _____
2. Who is the main point of contact?
Name: _____ Danielle Williams _____
Email: _____ danielle@oceans234.com _____
Phone: _____ 954-536-5712 _____
3. How many employees? _____ approx 60 _____
4. Does your business improve or decline during Founders' Days? (circle one)
5. By how much? (percent or dollars) _____
6. How is your business impacted by other special events in the City of Deerfield Beach?
_____ All Events Help our business _____
7. How can the City of Deerfield Beach improve your business? _____
8. Comments: _____

Thank you for taking the time to complete this survey.

**City of Deerfield Beach, Florida
Community Redevelopment Agency (CRA)
Special Event Survey
66th Annual Founders' Days Celebration
February 14-17, 2013**

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1. What is the name of your business? Wyndham Deerfield Beach Resort

2. Who is the main point of contact?
Name: Julian Felder

Email: jfelder@wyndham.com

Phone: 754-264-2440

3. How many employees? 135

4. Does your business improve or decline during Founders' Days? (circle one)
Improve

5. By how much? (percent or dollars) 10%

6. How is your business impacted by other special events in the City of Deerfield Beach?
Beach events always help.

7. How can the City of Deerfield Beach improve your business? Provide more special events on the beach. Beach volleyball tournaments is one example.

8. Comments: We'll be happy to work with the City on providing more events. _____

**City of Deerfield Beach, Florida
 Community Redevelopment Agency (CRA)
 Special Event Survey
 66th Annual Founders' Days Celebration
 February 14-17, 2013**

The Founders' Days event was sponsored by the City of Deerfield Beach and the Deerfield Beach Community Redevelopment Agency. Your input is greatly appreciated and will assist in future funding decisions and event planning.

1. What is the name of your business? COMFORT INN Oceanside

2. Who is the main point of contact?

Name: GAIL FARKAS

Email: GAILCOMFORTOCEAN@aol.com

Phone: 954-428-0550

3. How many employees? 22

4. Does your business improve or decline during Founders' Days? (circle one)



5. By how much? (percent or dollars) 50%

6. How is your business impacted by other special events in the City of Deerfield Beach?

ART SHOW IMPACT IMPROVED 30% 4th July 5000 sold
Summer for Auction impact 50%.

7. How can the City of Deerfield Beach improve your business? More events

8. Comments: More event in summer and fall

Thank you for taking the time to complete this survey.

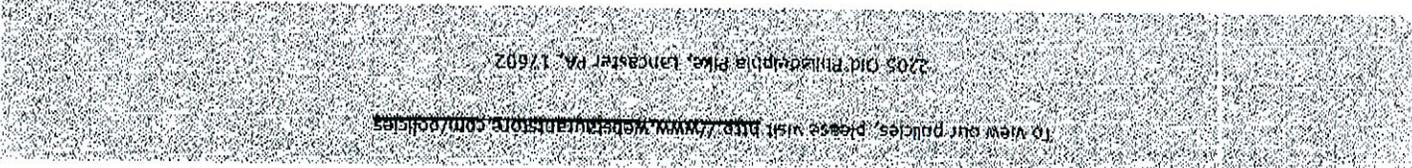
Steve Scaggs <scaggsd@comcast.net>
(No Subject)
February 20, 2013 2:15 PM

City of Deerfield Beach, Florida
Community Redevelopment Agency (CRA)
Special Event Survey
60th Annual Founders' Days Celebration
February 14-17, 2013

The Founders' Days event was sponsored by the City of Deerfield Beach and the Deerfield Beach Community Redevelopment Agency. Your input is greatly appreciated and will assist in future funding decisions and event planning.

1. What is the name of your business? Two Georges at the Cove
2. Who is the main point of contact?
Name: Steve Scaggs
Email: scaggsd@comcast.net
Phone: 240-372-0411
3. How many employees? 88
4. Does your business improve or decline during Founders' Days? (circle one) Not this year due to weather
5. By how much? (percent or dollars) _____
6. How is your business impacted by other special events in the City of Deerfield Beach?
Business usually increases with events but hard to tell how much since we are new to the area.
7. How can the City of Deerfield Beach improve your business? _____
8. Comments: I could increase my business if the noise level was not an issue. Possible extend the hours till later at night. Hold some social events on the intracoastal instead of always on the beach.

Thank you for taking the time to complete this survey.



2205 Old Philadelphia Pike, Lancaster, PA, 17602

To view our policies, please visit <http://www.websterrestaurant.com/policies>

Kris Mory

From: Leo Cordery [bikegen@bellsouth.net]
Sent: Thursday, February 28, 2013 9:21 AM
To: Kris Mory
Subject: Re: City of Deerfield Beach Special Event Survey

Hi Kris, I would like to give feedback on Founders day, I was in New Orleans for Presidents Day weekend. Our Business numbers were good for that weekend. I did hear from several people that the Event was Awesome especially when the Hootannies played on Saturday..

Best Regards
Leo Cordery

From: Kris Mory <KMory@deerfield-beach.com>
To: "Deerfield@brusroom.com" <Deerfield@brusroom.com>; "kellie@tegvilaranch.com" <kellie@tegvilaranch.com>; "greg5114@embarqmail.com" <greg5114@embarqmail.com>; "sushisong222@hotmail.com" <sushisong222@hotmail.com>; "mpaim@Islandwatersports.com" <mpaim@Islandwatersports.com>; "bdccfc@aol.com" <bdccfc@aol.com>; "mycocoyogurt@yahoo.com" <mycocoyogurt@yahoo.com>; "mdlforza@aol.com" <mdlforza@aol.com>; "Whalesrib@flannigans.net" <Whalesrib@flannigans.net>; "wings.customerservice@wingsbeachwear.com" <wings.customerservice@wingsbeachwear.com>; "rodika99@gmail.com" <rodika99@gmail.com>; "keimill5@aol.com" <keimill5@aol.com>; "cristinaa10@aol.com" <cristinaa10@aol.com>; "RickDellAmico@wyndham.com" <RickDellAmico@wyndham.com>; "diegoo@cafemeddeerfield.com" <diegoo@cafemeddeerfield.com>; "smoen@jbsonthebeach.com" <smoen@jbsonthebeach.com>; "deerfieldbeach@umbertosfl.com" <deerfieldbeach@umbertosfl.com>; "scaggsd@comcast.net" <scaggsd@comcast.net>; glen addis <glenn.addis@hilton.com>; Leo Cordery <bikegen@bellsouth.net>; Cheyne Cottrell <cheyne@islandwatersports.com>; Satar Kader <Sk14604@yahoo.com>; "MuscleMakerDeerfield@gmail.com" <MuscleMakerDeerfield@gmail.com>; "mail@casamayagrill.com" <mail@casamayagrill.com>; "hugsnkids@aol.com" <hugsnkids@aol.com>; "gustavopavone@aol.com" <gustavopavone@aol.com>; "Silvio and MarianneTrentalange (sm_sunrise@comcast.net)" <sm_sunrise@comcast.net>; "trickydick53@bellsouth.net" <trickydick53@bellsouth.net>
Sent: Tue, February 26, 2013 3:39:31 PM
Subject: City of Deerfield Beach Special Event Survey

Friendly reminder:

Last week I sent you the attached request to complete a brief survey. Your response is necessary for the continuation of CRA funding for special events. Please take a moment to reply via email, fax or phone. Thank you!

Kris

From time to time, the Deerfield Beach Community Redevelopment Agency (CRA) sponsors special events like Founders' Days this past weekend. The main goal of sponsoring these events is to encourage business development – attracting new patrons into the District to spend money at your business. The CRA Board has directed staff to collect information on the economic impact of these events in order to justify the expenditure in the future. Your input is necessary and will assist the CRA Board in making future funding decisions.

Your time is valuable and this survey should only take a few moments. The survey is attached in Word and .PDF formats. Feel free to fill out the word document and just save and forward it to me via email or print out the .PDF and either scan or fax it back to me. If you prefer to respond to the survey over the phone, feel free to call using the attached contact information.

Thanks in advance for your time and input.

**Deerfield Beach
Community Redevelopment Agency
Monthly Expenditure Report**

4/9/2013

As per CRA Resolution 2011-011

Expenditures

Date	Project	Expenditure Description	Amount
	See attached.		

Interoffice Memorandum

TO: Kris Mory
FROM: Keven Klopp
DATE: April 4, 2013
RE: Pier Project - Approved Change Orders

Listed below are Change Orders that have been approved for the Pier Project since the last report. There are numerous unresolved/punchlist matters remaining that staff is, at this time, working cooperatively with Stiles Construction and Garcia Stromberg to close out. As the final dispositions of additional items are determined, they will continue to be reported. Since there are many other savings, credits, and expenses yet to be verified and closed out, a total isn't available at this time. The final resolution of these pending details will determine if the total project expense will fall just under or just over the project budget.

Building Signage (Exceeded Allowance)	\$234.33
Fire Sprinkler System Risers & Piping (Code)	\$2,107.61
Entry Revision Credit	(\$10,620.64)
Add additional Air Flow stations (Code)	\$6,904.80
Conceal Piping in Restrooms	\$1,260.00
Additional Bike Rack	\$629.48
Added Electrical Panel (Code)	\$3,017.50
Fixture Changes (LEED)	\$500.00
Exhaust Duct Chase	\$807.45
Dune Crossover (pile conflict/rubble remove)	\$845.40
Additional Seagrape Plants	\$2,404.01
Revised Electric	\$307.04
FPL Revision at Service Pole	\$1,097.25
Realign last 8' of existing pier to match new	\$3,727.50
Additional asphalt at NE 21st Ave (PW)	\$6,615.00
Holding Tank Credit	(\$500.00)
Two Additional Parking Lot Signs	\$787.50
Additional Outdoor Electrical	\$1,475.08
Comcast/ATT pull boxes	\$1,313.85
Cords & Caps at Tree Grates	\$1,112.00
Relocate Electrical in janitors Closet	\$321.80
Flag Pole Lighting	\$1,781.20