



BERTHA W. HENRY, County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7362 • FAX 954-357-7360

October 30, 2015

Mr. Lee Feldman, City Manager
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

RE: Segment II Shore Protection Project Interlocal Agreement

Dear Mr. Feldman:

Thank you for your comments in regards to the Interlocal Agreement (ILA) for the City of Fort Lauderdale's participation in the Segment II Shore Protection Project. Below are responses to your additional items of concern you have detailed:

Comments received from meeting with Commissioner Roberts and City Manager:

"City asserts that its contributions to the A1A repair included spreading the sand on the beach, not only design work."

The A1A emergency beach construction costs were undertaken by the County. The project was bid by the County and all invoices were paid by the County. The City contributed to design costs by the engineering firm URS.

"City would like to get a better definition of the project area that is referenced in the following 'no obstructions to be built or permitted at project areas'. They stated concerns with the Auberge project and lifeguards stands."

The project area is the sandy beach seaward of any bulkhead, seawall, revetment, privacy wall, or fence. The Auberge property, to our knowledge, is not constructing any new structures on the beach and construction appears to be landward of the seawall, as such it will not be impacted. Lifeguard stands are not permanent infrastructure and do not impact the protection benefits received by the project as they sit on top of the beach.

"City would like clarification of the definition of the timeframe of the project as they interpreted the project to be in perpetuity."

In terms of the Corps of Engineers' definition, the project is perpetual, and will continue until such time as the United States' Congress de-authorizes the project.

Comments received from Draft ILA:

“The Project Partnership Agreement (“PPA”) is not yet finalized. In my opinion the Consent of Use, ILA and PPA should be executed simultaneously.”

The Consent of Use has been previously executed. In order for the County to execute the PPA, we need to have signed ILAs to know that we can comply with conditions set forth in the PPA (Articles 1.6 and 1.7 of the ILA).

“Note that the text in this paragraph (second paragraph, page 2) is couched in the future tense. Accordingly, the “plans and specifications” do not presently exist. The “plans and specifications” will need to be drawn by the CONSULTANT and the County has not yet entered an agreement with the CONSULTANT. This is like the City entering a Contract with a Contractor to build a structure, but the plans and specifications for the structure do not yet exist. Apparently, without the plans and specifications, do we really know what we are getting?”

Article 1.2: “Since the construction contract documents, plans and specifications for the Project do not yet exist and the City will not have a hand in drafting or approving of those documents. We have left that task to the County.”

The BidSync link to the plans and specifications has been previously provided to the City.

Article 1.3: “ ‘Beach compatible sand’ is an extremely important aspect of beach renourishment. If the ‘approved technical and environmental documents’ for the Project don’t exist, how do we know what we are buying?”

The approved technical and environmental documents (i.e. State and Federal permits, plans, and specifications) exist and have previously been provided to the City. These documents contain the sand specifications.

Article 1.5: “Without that last change, you run the risk of increased obligations caused by Pompano being passed on to FTL. This is an attempt to hold the increased obligations to those inuring to FTL.”

The City’s obligation to cost is defined in paragraph 3.1.

Article 3.1: Deletion of minimum participation of ten percent (10%).

If the City elects to not provide a vested interest in future beach projects, it bears the consequence of not receiving benefit from the Segment III contribution that is currently being provided to the municipalities.

Article 3.3: Deletion of A1A costs.

Please refer to October 14, 2015 letter to City in regards to A1A costs.

Other additions and modifications, such as those to Articles 3, 4, 6, are detailed in the attachment to this letter following the ILA.

Comments received from plans and specifications:

1. Reference is made throughout of using Sea Grapes as a dune planting. Our recommendation is to provide an alternate material which would be acceptable to the City.

The dune plant species were selected in coordination with the natural resource agencies. The species represent vegetation that is currently present within the project area. Sea grapes are a vital plant species within Southeast Florida and essential to a resilient, healthy, and successful dune system. The plants have a high salt tolerance and are highly effective at stabilizing dunes.

2. There appears to be conflicting time for project completion from the Notice to Proceed. It appears it is either 150 or 180 calendar days.

The BCF 170 represents standard conditions for major construction projects within the County. The deviations are included in the front of the contract as Section 005400 – Contract supplements. This section lists deviations from the approved standard form. Within the deviations sheet, the 150 days is noted.

3. The bid puts the onus on the contractor to do pre and post inspections for damage purposes. The City would like to receive copies of the reports for sites within our jurisdictional boundaries.

The pre- and post-construction will be provided to the City.

4. Only Lauderdale-By-The -Sea access agreements are included in the bid, not Fort Lauderdale.

All project access locations are listed in the construction plans. The Lauderdale-By-The-Sea agreement was provided as it contains a time restriction on the use of its access, noting their fill section is a taper that is being constructed to benefit the neighboring municipalities' beaches.

5. The bid allows for sand deliveries to an access point at night with authorization from the County. The City would also like to authorize.

We will consider this request as long as an expedited project is a mutual goal.

6. The bid states that truck haul operations may only occur from sunrise to sunset. City Code Chapter 17 (Noise Control) does define construction hours in less ambiguous language as the bid. Code Section 17-7 (4)(a)(b) states:

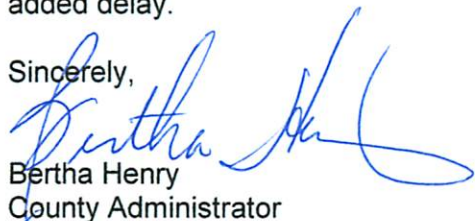
- a. **No person shall operate or cause to be operated any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys, or appurtenances thereto with sound-control devices less effective than those provided on the original equipment.**

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b. It shall be unlawful for any person to operate or cause to be operated equipment for the aforementioned uses Monday through Saturday before 8:00 a.m. or after 7:00 p.m. and Sunday before 10:00 a.m. or after 7:00 p.m., except for public works transportation projects that are approved pursuant to section 17-9.

The emergency A1A project operated from 7AM to 7PM, and there was no comment received by the City for those operations. Time is of the essence due to sea turtle nesting season. A waiver of this code is needed as enforcement will cause added delay and could cause the project to span two seasons. The mutual goal of the project is to construct the project as quickly as possible, without added delay.

Sincerely,



Bertha Henry
County Administrator

cc: Mayor & Members of the Broward County Commission
Dr. Jennifer Jurado, Director, Environmental Planning & Community Resilience
Nicole Sharp, Natural Resources Administrator