

## **City Commission**

Mayor Arlene R. Schwartz Vice Mayor Anthony N. Caggiano Lesa Peerman Tommy Ruzzano Joanne Simone

> City Manager Samuel A. May

## **Interim City Attorney**

Goren, Cherof, Doody & Ezrol, P.A.

City Clerk Joseph J. Kavanagh April 10, 2018

Deni Hazell Area Engineer Natural Resources Conservation Service United States Department of Agriculture 420 S State Road 7, Suite 160 Royal Palm Beach, Florida 33414

## RE: CITY OF MARGATE - EMERGENCY WATERSHED PROTECTION PROGRAM

Dear Ms. Hazell,

The City of Margate approached the U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) shortly after the Hurricane Irma event in order to initiate a potential application for an Emergency Watershed Protection Program (EWP) grant. In order to take advantage of the opportunity, the City needed to file a completed application by the extended program deadline of January 9, 2018. At the time, the City was considering assistance for debris removal. However, after further consideration, the City decided to pursue the work utilizing our own resources. This obviated the need for the EWP grant application.

On or about January 3, 2018, the City became aware of a retaining wall located in the rear of a residential property, and abutting a public canal connected to the Stranahan River. In accordance with the City Code of Ordinances, the property owner was informed that the maintenance and any repairs to the portion of the retaining wall located along his property line was his responsibility. Nevertheless, the City has decided to revisit the EWP grant in order to assist the property owner with needed repairs to the damaged retaining wall.

As this was an unforeseen need, the City would appreciate your consideration of the application.

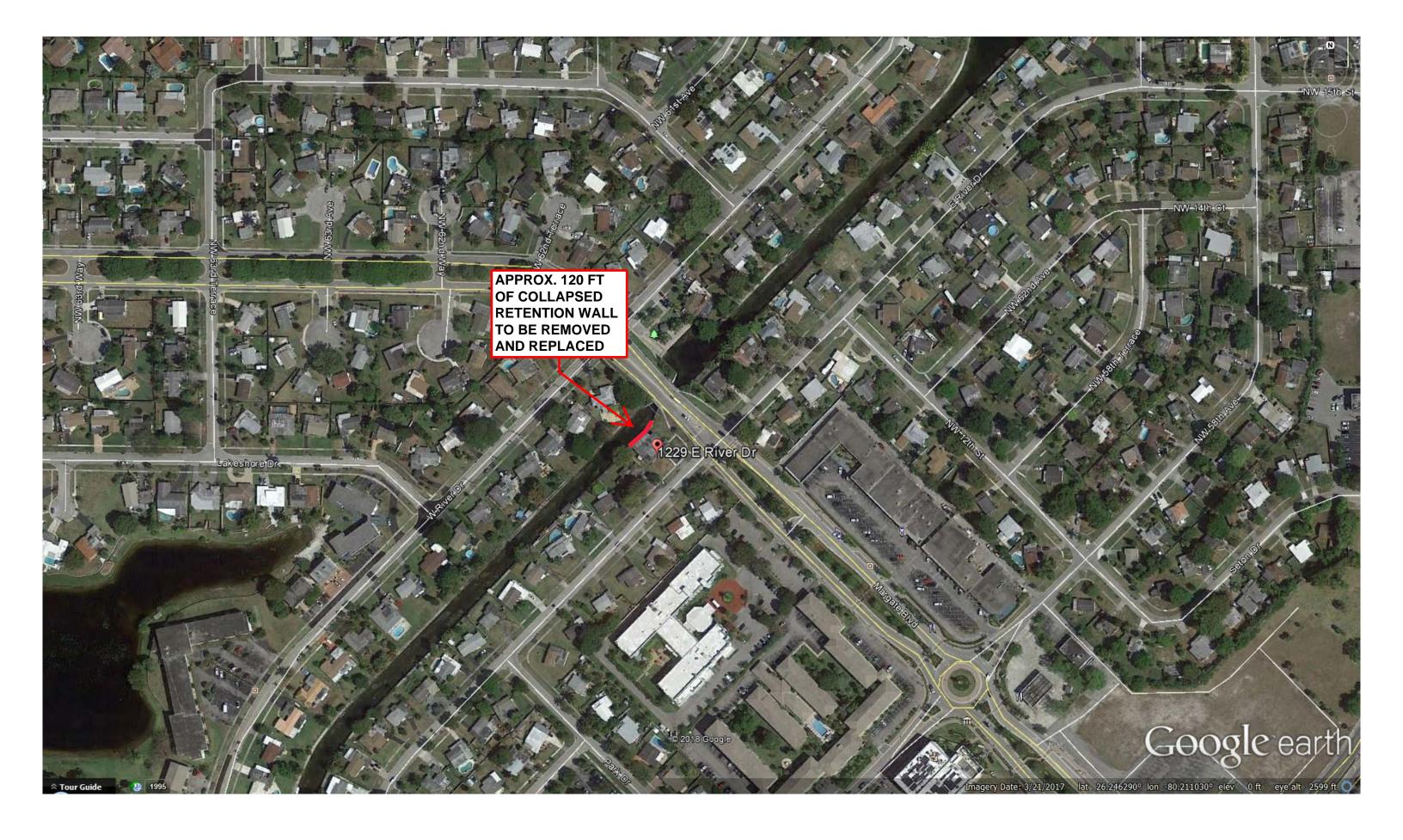
Sincerely,

Ron Eyma, P.E. DEES Assistant Director

Cc: Sam May, PWLF, City Manager Adam Reichbach, Assistant City Manager Reddy Chitepu, P.E., DEES Director Mark Collins, Public Works Director

## Department of Environmental and Engineering Services (DEES)

901 NW 66<sup>th</sup> Avenue, Suite A, Margate, FL 33063 • Phone: (954) 972-0828 • Fax: (954) 978-7349 www.margatefl.com • dees@margatefl.com

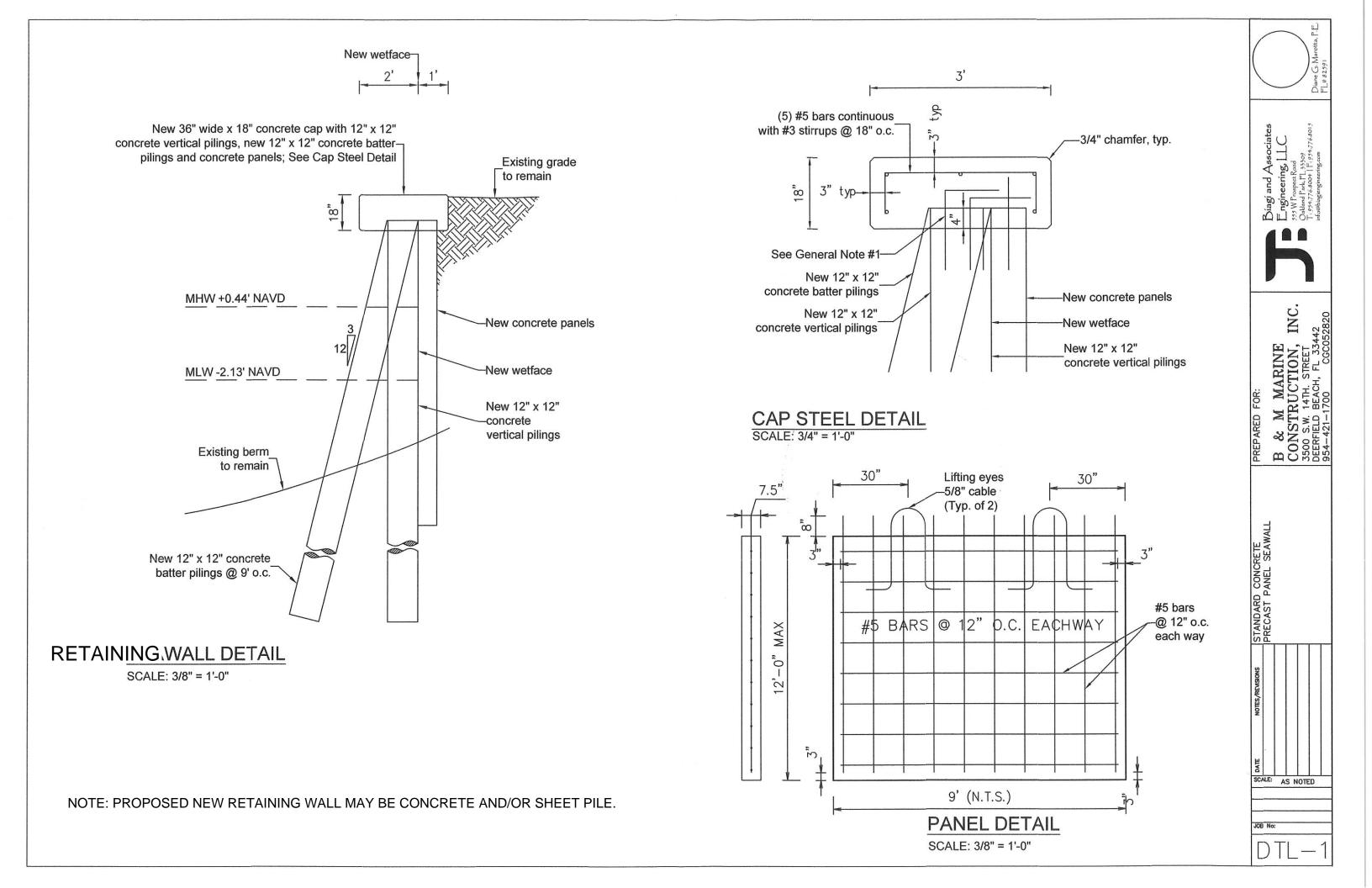










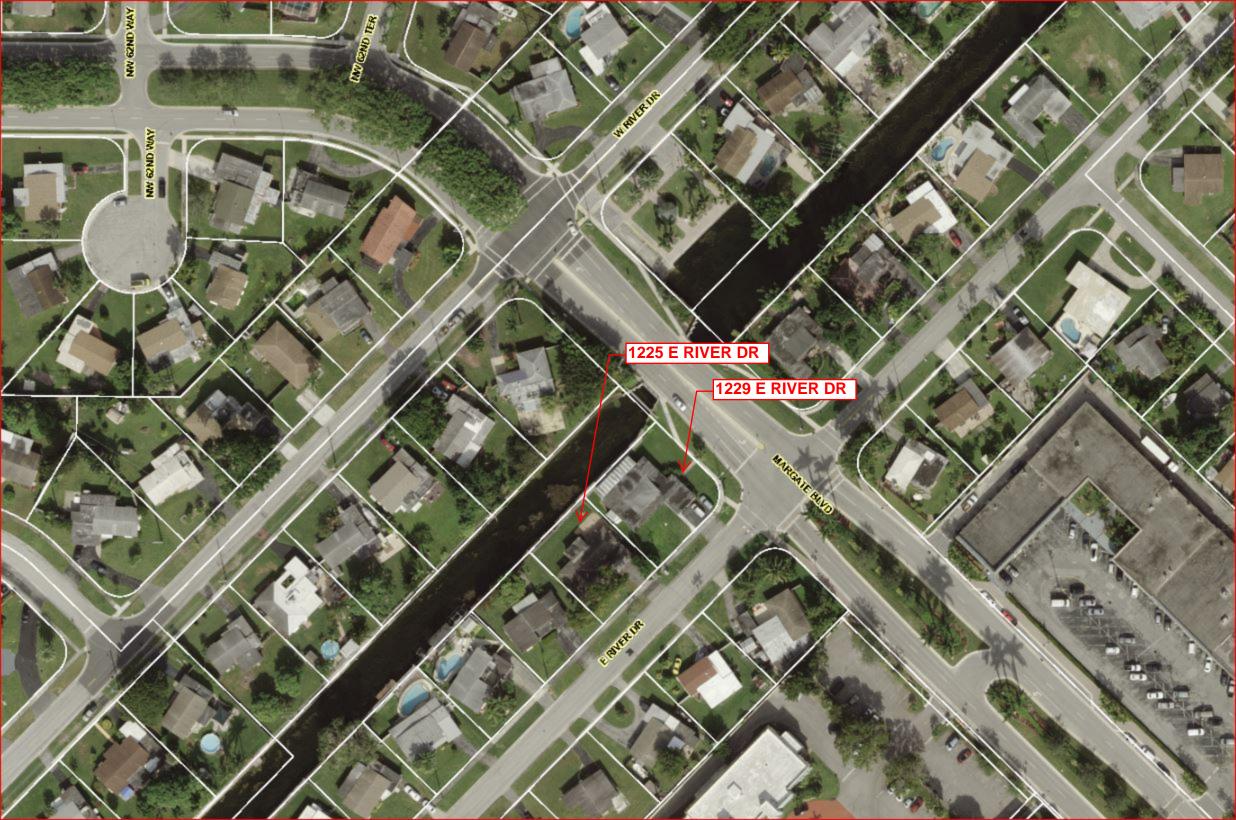


# Sponsor: CITY OF MARGATE



## **EWP** Project Schedule

Task	Start Day	Duration	End Day
Obtain agreement signature	0	30	30
Pre-design conference	N/A		N/A
Survey	N/A		N/A
Preliminary design	N/A		N/A
Review by NRCS	30	14	44
Obtain land rights	N/A		N/A
Final Design	N/A		N/A
Obtain Permits	44	7	51
Advertise for Bids	N/A		N/A
Open Bids and Select Contractor	N/A		N/A
Pre-Construction Conference	51	1	52
Notice to Proceed for Construction	52	1	53
Construction	53	60	113
Final Inspection	113	1	114
Submittal of As-built drawings	114	14	128



PREVIOUS

Click here to display your 2017 TRIM Notice.

PRINT

VIEW MAP

Site Address	1229 E RIVER DRIVE, MARGATE FL 33063	1D #	4841 25 03 0590
Property Owner	GINSBERG,SCOTT	Millage	1212
Mailing Address	1229 E RIVER DR MARGATE FL 33063	Use	01
Abbreviated Legal Description	MARGATE 3RD ADD 44-48 B LOT 28 BLK 3	4021098 (appl)	

NEW SEARCH

PHOTOGRAPHS

BCPA HOME

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values Click here to see 2017 Exemptions and Taxable Values as reflected on the Nov. 1, 2017 tax bill.									
Year Land		Building / Improvement	Just / Market Value	Assessed / SOH Value	Тах				
2018	\$54,290	\$200,080	\$254,370	\$213,690					
2017	\$54,290	\$155,010	\$209,300	\$209,300	\$3,563.94				
2016	\$51,820	\$177,850	\$229,670	\$173,370	\$4,173.81				

IMPORTANT: The 2018 values currently shown are "roll over" values from 2017. These numbers will change frequently online as we make various adjustments until they are finalized on June 1. Please check back here AFTER June 1, 2018, to see the actual proposed 2018 assessments and portability values.

And the second se				
2018 Exemptions	and Taxable	Values by T	axing Authority	

	County	School Board	Municipal	Independent
Just Value	\$254,370	\$254,370	\$254,370	\$254,370
Portability	0	0	0	0
Assessed/SOH 17	\$213,690	\$213,690	\$213,690	\$213,690
Homestead 100%	\$25,000	\$25,000	\$25,000	\$25,000
Add. Homestead	\$25,000	0	\$25,000	\$25,000
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$163,690	\$188,690	\$163,690	\$163,690

Sal	es History	Search Sub	division Sales	Land	Calculations	-
Date	Туре	Price	Book/Page or CIN	Price	Factor	Туре
9/7/2016	WD-Q	\$230,000	114015436	\$5.50	9,871	SF
6/5/2012	WD-Q	\$147,000	48830 / 1026			
1/15/2010	WD-T	\$100	46820 / 1108			
1/30/2009	WD-T	\$100	45970 / 5	100000000000000000000000000000000000000		
3/1/1983	FD	\$68,900	10760 / 698	Adj. Bldg. S.F. (Card, Sketch)		2470
0111000	10	\$00,000	101001000	Units/Be	ds/Baths	1/2/2
				Eff./Act. Ye	ear Built: 1958/198	57

	Special Assessments											
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc				
1												

Site Address	1225 E RIVER DRIVE, MARGATE FL 33063	ID #	4841 25 03 0580
Property Owner	SMALL, VANESTER JONES	Millage	1212
Mailing Address	1225 E RIVER DR MARGATE FL 33063	Use	01
Abbreviated Legal Description	MARGATE 3RD ADD 44-48 B LOT 27 BLK 3	2345	

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Clie	k here to see 2	Property 017 Exemptions and T	Assessment Values axable Values as refle	cted on the Nov. 1,	2017 tax bill.
Year Land		Building / Improvement	Just / Market Value	Assessed / SOH Value	Тах
2018	\$41,270	\$200,200	\$241,470	\$127,950	
2017	\$41,270	\$154,700	\$195,970	\$125,320	\$1,771.27
2016	\$39,400	\$154,700	\$194,100	\$122,750	\$1,760.93

IMPORTANT: The 2018 values currently shown are "roll over" values from 2017. These numbers will change frequently online as we make various adjustments until they are finalized on June 1. Please check back here AFTER June 1, 2018, to see the actual proposed 2018 assessments and portability values.

20	2018 Exemptions and Taxable Values by Taxing Authority										
	County	School Board	Municipal	Independent							
Just Value	\$241,470	\$241,470	\$241,470	\$241,470							
Portability	0	0	0	0							
Assessed/SOH 07	\$127,950	\$127,950	\$127,950	\$127,950							
Homestead 100%	\$25,000	\$25,000	\$25,000	\$25,000							
Add. Homestead	\$25,000	0	\$25,000	\$25,000							
Wid/Vet/Dis	0	0	0	0							
Senior	0	0	0	0							
Exempt Type	0	0	0	0							
Taxable	\$77,950	\$102,950	\$77,950	\$77,950							

Sale	s History	Search Sul	odivision Sales	Land	Calculations	
Date	Туре	Price	Book/Page or CIN	Price	Factor	Туре
5/25/2006	WD	\$320,000	42122 / 697	\$5.50	7,504	SF
6/11/1999	WD	\$114,500	29597 / 293			
8/1/1989	WD	\$82,000	16661 / 126			
8/1/1971	WD	\$30,000				
12/1/1965	WD	\$16,000		Adj. Bldg. S.F.	(Card, Sketch)	1853
12/1/1000		\$10,000		Units/Be	ds/Baths	1/2/2
				Eff./Act. Ye	ear Built: 1959/195	58

	Special Assessments												
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc					
					1								



### Bonded, Licensed & Insured

C . 3500 SW 14<sup>th</sup> Street Deerfield Beach, FL 33442 Office: (954) 421-1700 LES Fax: (954) 427-5168

## **B&MMARINE CONSTRUCTION, INC.**

CG-C05280

SEAWALLS • DOCKS • BOATLIFTS • AUGERCAST PILES • HELICAL PILES • SHEET PILES

Mailing Location:	Project Location:
City of Margate / Environmental & Engineering Services	March 29, 2018
Ronald R. Eyma, P.E.	
Assistant Director	Re: 1229 E River Drive
901 NW 66 <sup>th</sup> Avenue, Suite A	Collapsed retaining wall
Margate, FL 33063	
Office: (954) 972-0828, Ext. 207	
Cell: (954) 548-0129	
E: <u>reyma@margatefl.com</u>	

B&M Marine Construction,	Inc. hereby	submits specificatio	ons & estimates	for the following:
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Steel sheeting option:	
1. Mobilization of barge and crane.	Sub Total: \$ 60,000.00
2. Install H Beam temp piles, 600 x 5 to secure seawall at house	Sub Total: \$ 3,000.00
3. Cut and removal of existing wall and cap structure and haul away.	Sub Total: \$ 30,000.00
<ul> <li>4. Install approximately 120 L. F. of new sheet pile seawall as follows:</li> <li>A. Install steel sheeting using DZ-95 steel epoxy coated 10' one side</li> <li>B. Prestress concrete batter piles: 12"x 12" up to 20' length.</li> <li>C. Concrete seawall cap 36"x 18"x 120' using (5) #5 bars &amp; #3 stirrups @ 18" o.c.</li> </ul>	<u>Sub Total: \$128,250.00</u> Total: \$221,250.00
Concrete option: 1. Mobilization of barge and crane.	Sub Total: \$ 60,000.00
1. Mobilization of barge and crane.	Sub 10tal. \$ 00,000.00
2. Install H Beam temp piles, 600 x 5 to secure seawall at house	Sub Total: \$ 3,000.00
3. Cut and removal of existing wall and cap structure and haul away.	Sub Total: \$ 30,000.00
<ul> <li>4. Install approximately 120 L. F. of new batter pile seawall as follows:</li> <li>A. Prestress concrete vertical and batter piles: 12"x 12" up to 20' length.</li> <li>B. Concrete seawall slabs: 9'x 7 <sup>1</sup>/<sub>2</sub>" up to 12' in length.</li> <li>C. Concrete seawall cap 36"x 18"x 120' using (5) #5 bars &amp; #3 stirrups @ 18" o.c.</li> </ul>	Sub Total: \$ 94,550.00
	Total: \$187,550.00

Design: Nutting boring samples, \$5,000.00 B&M Design, 5,000.00

PAYMENTS NOT RECEIVED WITHIN TERMS LISTED ABOVE SHALL ACCRUE INTEREST AT 1.75% PER MONTH (APR 21%). ALL EXPENSES INCURRED AS A RESULT OF LATE OR NONPAYMENTS, INCLUDING LIEN FEES AND REASONABLE ATTORNEY FEES AND COSTS SHALL BE PAID BY CUSTOMER. VENUE FOR ALL LEGAL ACTIONS SHALL BE EXCLUSIVELY IN BROWARD COUNTY,FLORIDA. B&M MARINE CONSTRUCTION, INC. SHALL BE HELD HARMLESS & BE INDEMNIFIED FOR UP TO \$1,000,000.00 FROM ALL PARTIES FOR CLAIMS OF NOISE, VIBRATION DAMAGE, POLLUTION, OIL FALLOUT, OR ANY OTHER TERMS OF CONTRACT. WE DO NOT ASSUME RESPONSIBILITY FOR ACCESS TO THE JOB SITE. OWNER SHALL BE RESPONSIBLE FOR FURNISHING OFFSET STAKES SET BY A LICENSED SURVEYOR. ANY ALTERATIONS FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON REQUEST AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. REPAIR WORK IS GUARANTEED FOR A PERIOD OF (1) FULL YEAR FROM THE DATE OF COMPLETION OF ANY AUTHORIZED WORK. WE RESERVE THE RIGHT TO WITHDRAW THIS BID IF NOT ACCEPTED WITHIN 30 DAYS UNLESS OTHERWISE SPECIFIED.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified, payment will be made as outlined above.

Date Accepted: \_\_\_\_

Proposal Created By: Chris Bryant

Customer Signature:\_\_\_\_\_

B&M Signature: \_\_\_\_\_



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CG-C05280

3500 SW 14<sup>th</sup> Street Deerfield Beach, FL 33442 Office: (954) 421-1700 Fax: (954) 427-5168

 $\textbf{SEAWALLS} \bullet \textbf{DOCKS} \bullet \textbf{BOATLIFTS} \bullet \textbf{AUGERCAST PILES} \bullet \textbf{HELICAL PILES} \bullet \textbf{SHEET PILES}$ 

Mailing Location:	Project Location:
City of Margate / Environmental & Engineering Services	March 29, 2018
Ronald R. Eyma, P.E.	
Assistant Director	Re: 1229 E River Drive
901 NW 66 <sup>th</sup> Avenue, Suite A	Collapsed retaining wall
Margate, FL 33063	
Office: (954) 972-0828, Ext. 207	
Cell: (954) 548-0129	
E: reyma@margatefl.com	

PLEASE NOTE:

Electrical and plumbing is not included in this contract. If you require a contractor, we can recommend one. If using your own, please share our contact information with them. They will need to contact our permitting department to supply the required information and drawings to be attached to the permits. Not doing so can significantly delay the permitting process and completion time of your project. Upon your request, composite decking material may be used. It is thinner and more susceptible to heat and possible slight imperfections in elevation when attached to the wood framing. Price does not include ladders, bumpers or cleats unless specified.

#### PAYMENT TO BE MADE AS FOLLOWS:

- 30% of contract due upon mobilization
- 30% due upon completion of barge work
- 30% after placement of concrete or wood structure
- 10% Balance due upon contract completion

#### TO COMMENCE THE PROCESS:

- Return a copy of the signed contract.
- Please include a copy of your survey, which is required for permitting.
- Deposit of \$ 3,000.00

#### Please Note the Following Terms and Conditions of the Contract.

- 1. All engineering, plans, permits, required pile logs and all associated costs applied or obtained by B&M Marine Construction, Inc.
- will be billed to and paid for by the customer as an additional expense. Final approval for any permits applied for are subject to agency approval. Billing is based on actual units installed.
- 3. Exclusions from quote: The repair of sod, sprinklers, plumbing, electric, backfill, underground utilities, patio or sidewalk damage, landscaping, concrete test cylinders, engineering, layout, seawall mounted fences and rails due to construction.
- Standby time, when barge crew has been stopped due to changes by the customer, if endured, is \$500.00/hour and will be billed additionally to the customer.
   All ladders installed, if needed as per code, will have an additional cost of \$250.00 each.
- Backfilling, if necessary, will be furnished at \$110.00 per cubic yard.
- 7. If permit requires rip rap to be placed at the toe of the seawall, an additional cost of \$145.00/ton will be billed to the customer.
- 8. Punching of rock and/or use of composite piling will be billed additionally at \$350.00/pile if necessary.
- 9. If punching of rock is necessary to excavate or dredge, an additional charge of \$500.00/hour for punching time will be billed to the customer.
- 10. Piling shipped to the job over the above specified lengths will have an additional cost of \$30.00/linear foot.
- 11. B&M Marine is not responsible for any additional cost which may be related to disposal of any contaminated material that may be removed from your site.
- 12. B&M Marine Construction, Inc. is not responsible for dredging which may be required for use of a boat lift or boat slip.
- 13. B&M Marine Construction, Inc. is not responsible for any damage due to vibration or undermining during construction.
- 14. B&M Marine Construction, Inc. recommends a seismograph be taken on any construction project to protect property owner and contractor.
- 15. If project amount is not paid in full, The owner of property will not obtain ownership to any improvements and the warranty will become void until paid.
- 16. FAILURE TO PAY ACCORDANCE WITH TERMS & CONDITIONS OF THIS CONTRACT WILL RESULT IN IMPROVEMENTS BEING REMOVED AT OWNER'S RISK.

ACCORDING TO FLORIDAS CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. IF YOU'RE CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED

PAYMENTS NOT RECEIVED WITHIN TERMS LISTED ABOVE SHALL ACCRUE INTEREST AT 1.75% PER MONTH (APR 21%). ALL EXPENSES INCURRED AS A RESULT OF LATE OR NONPAYMENTS, INCLUDING LIEN FEES AND REASONABLE ATTORNEY FEES AND COSTS SHALL BE PAID BY CUSTOMER. VENUE FOR ALL LEGAL ACTIONS SHALL BE EXCLUSIVELY IN BROWARD COUNTY,FLORIDA. B&M MARINE CONSTRUCTION, INC. SHALL BE HELD HARMLESS & BE INDEMNIFIED FOR UP TO \$1,000,000.00 FROM ALL PARTIES FOR CLAIMS OF NOISE, VIBRATION DAMAGE, POLLUTION, OIL FALLOUT, OR ANY OTHER TERMS OF CONTRACT. WE DO NOT ASSUME RESPONSIBILITY FOR ACCESS TO THE JOB SITE. OWNER SHALL BE RESPONSIBLE FOR FURNISHING OFFSET STAKES SET BY A LICENSED SURVEYOR. ANY ALTERATIONS FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON REQUEST AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. REPAIR WORK IS GUARANTEED FOR A PERIOD OF (1) FULL YEAR FROM THE DATE OF COMPLETION OF ANY AUTHORIZED WORK. WE RESERVE THE RIGHT TO WITHDRAW THIS BID IF NOT ACCEPTED WITHIN 30 DAYS UNLESS OTHERWISE SPECIFIED.

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B&M Signature: \_\_\_\_\_



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CG-C05280

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Margate, FL 33063	
Office: (954) 972-0828, Ext. 207	
Cell: (954) 548-0129	
E: <u>reyma@margatefl.com</u>	

TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER" FLORIDAS CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

PAYMENTS NOT RECEIVED WITHIN TERMS LISTED ABOVE SHALL ACCRUE INTEREST AT 1.75% PER MONTH (APR 21%). ALL EXPENSES INCURRED AS A RESULT OF LATE OR NONPAYMENTS, INCLUDING LIEN FEES AND REASONABLE ATTORNEY FEES AND COSTS SHALL BE PAID BY CUSTOMER. VENUE FOR ALL LEGAL ACTIONS SHAL BE EXCLUSIVELY IN BROWARD COUNTY,FLORIDA. B&M MARINE CONSTRUCTION, INC. SHALL BE HELD HARMLESS & BE INDEMNIFIED FOR UP TO \$1,000,000.00 FROM ALL PARTIES FOR CLAIMS OF NOISE, VIBRATION DAMAGE, POLLUTION, OIL FALLOUT, OR ANY OTHER TERMS OF CONTRACT. WE DO NOT ASSUME RESPONSIBILITY FOR ACCESS TO THE JOB SITE. OWNER SHALL BE RESPONSIBLE FOR FURNISHING OFFSET STAKES SET BY A LICENSED SURVEYOR. ANY ALTERATIONS FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON REQUEST AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. REPAIR WORK IS GUARANTEED FOR A PERIOD OF (1) FULL YEAR FROM THE DATE OF COMPLETION OF ANY AUTHORIZED WORK. WE RESERVE THE RIGHT TO WITHDRAW THIS BID IF NOT ACCEPTED WITHIN 30 DAYS UNLESS OTHERWISE SPECIFIED.

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