

MEMORANDUM

December 15, 2015

TO: City Commission

THRU: Dennis Beach, City Manager
Greg Harrison, Assistant City Manager
John Sfiropoulos, City Engineer

FROM: Horacio Danovich, CIP Manager



Issue

Staff is seeking City Commission's approval to execute a contract with Landshore Enterprises, LLC. ("Landshore") in the sum of \$73,800.00 to conduct repairs to the Dog Lake Park lake banks adjacent to US1/Federal Highway (Municipal Golf Course, see Location Map).

Recommendation

Staff recommends Approval.

Background

Staff is seeking City Commission's approval to retain Landshore to repair and stabilize lake banks fronting US1/Federal Highway. At Staff's request, Landshore has provided a proposal (attached) in the sum of \$73,800.00. An investigation conducted by Landshore and Staff revealed severe erosion resulting in loss of lake shoreline comprising nearly 800 L.F. Continued erosion could potentially cause the banks to collapse. Given the proximity of this lake to an existing parking lot servicing the Municipal Golf Course and Galuppi's Restaurant, banks' collapse could undermine the asphalt areas and compromise or even force shutdown of the parking facility.

Other areas of concern include where the banks are within reach of existing sidewalks (east side), mature trees (west side), and an access road from Federal Highway (north side). Moreover, the lake is directly adjacent to US1/Federal Highway in plain view of a heavily traveled roadway and pedestrian areas. The visual deterioration of the lake banks isn't aesthetically pleasing.

Normally, the cause(s) of the collapsing banks could be a combination of poor construction methods when the lake was first built, poor dirt/fill quality, the constant increase and decrease of groundwater recharge levels, severe storms, and insufficient maintenance. If the situation is left unchecked, the slope of the lake banks will continue to lower until they reach their natural state (natural angle of repose), which will change the intended lake's shape. Repairing the lake banks will grow more expensive as collapsing continues and spreads. Staff believes immediate repairs are necessary in order to preserve the integrity of the lake. Staff recommends approval of a PO to carry out necessary repairs and stabilization efforts.



City Attorney's Communication #2016-365

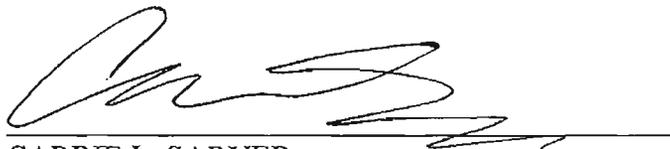
January 11, 2016

TO: Horacio Danovich, CIP Engineer
FROM: Carrie L. Sarver, Assistant City Attorney
RE: Resolution Approving Service Contract with Landshore Enterprises, LLC

Pursuant to your e-mail dated January 8, 2016, attached please find the following captioned resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND LANDSHORE ENTERPRISES, LLC TO PROVIDE DOG PARK LAKE BANKS EROSION CONTROL SERVICES; PROVIDING AN EFFECTIVE DATE

Please feel free to contact me if I may be of further assistance.


CARRIE L. SARVER

/jrm
l:cor/engr/2016-365

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND LANDSHORE ENTERPRISES, LLC TO PROVIDE DOG PARK LAKE BANKS EROSION CONTROL SERVICES; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Contract between the City of Pompano Beach and Landshore Enterprises, LLC to provide Dog Park Lake Banks Erosion Control Services, a copy of which Contract is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract between the City of Pompano Beach and Landshore Enterprises, LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



Municipal Golf Course

Lake/Banks To Be Stabilized

LOCATION MAP

NE 12 Street

Galuppi's

US 1/Federal Highway

Municipal Airpark

Fire Station No. 61

Community Park

NE 10 Street

Google earth



SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Landshore Enterprises, LLC, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide **Dog Park Lake** banks erosion control services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City shall have the option to renew this contract for an additional period of one (1) year, provided that City will provide notification within sixty (60) days of termination date of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

**Payment of a fee not to exceed \$ 73,800.00 per proposal submitted by Contractor on
12/14/2015 and set forth in Exhibit "C."**

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Andre Van den Berg, President
5601 Powerline Road, Suite 301
Fort Lauderdale, FL 33309

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such

Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. 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, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

Landshore Enterprises, LLC
(Print or type name of company here)

Witnesses:

[Handwritten signature]

Andre van den Berg
(Print or Type Name)

Karen Garcia

[Handwritten signature]
(Print or Type Name)

By: *[Handwritten signature]*

Print Name: Andre Van den Berg

Title: President

Business License No. 1C2000019552

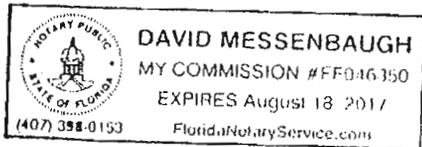
STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 15th day of January, 2016, by Andre Van den Berg as President of Landshore Enterprises, LLC a Florida corporation on behalf of the corporation. (1) she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL

[Handwritten signature]
NOTARY PUBLIC, STATE OF FLORIDA



David Messenbaugh
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Eng/gent srvs service contract



d/b/a Erosion Restoration

Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
Reinforcing the American Soils for over a decade*

Exhibit A



d/b/a Erosion Restoration

Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
Reinforcing the American Soils for over a decade*

January 13, 2016

City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33060

Subject: Job scope for Dog Park Lake

Landshore® will install EFT® tubes along the erosional scarp shoreline to stabilize and to reclaim some shoreline that has been lost. A supporting EFT® tubes (where needed) will be installed for the stabilization of the slope underneath the Design Water Level (DWL). After the installation of the supporting EFT® tubes, a base EFT® tube will be installed on top for stabilization and esthetical purposes. In addition, a sacrificial EFT® tubes will be installed on top. This sacrificial tube will be cut open and smooth out to proper grading or to match existing embankment. After the shoreline has be stabilized and sacrificial tubes have been smoothed out we will lay sod to cover the repaired areas.

The Erosion Prevention Plank (EPP) will be installed around the 4 flumes. First, an EFT® tube will be installed to serve as a base. Another layer of EFT® will be placed on top of the base tube. This layer of tube will serve as a sacrificial tube, which will be cut open and the sand will be raked out. The EPP will then be placed to top at a slope of 4:1. The EPP will be stretch below and above the DWL. The cells of the EPP will then be filled in with suitable soil. Sod will be installed on top to cover the repaired areas.

The EPP is necessary for this area due to the high velocity flow of water run off towards the pond.

Thank you for your interest in Landshore Enterprises, LLC. Please feel free to contact us if you have any questions.

Regards,
Andre van den Berg
President, Landshore Enterprises, LLC



d/b/a Erosion Restoration

Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
Reinforcing the American Soils for over a decade*

Exhibit B

CERTIFICATE OF LIABILITY INSURANCE

Date
1/13/2016

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																				
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																				
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																				
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence \$ Aggregate \$																				
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2016	01/01/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">X</td> <td style="width: 20%;">WC Statutory Limits</td> <td style="width: 5%;"></td> <td style="width: 10%;">OTH-ER</td> <td style="width: 60%;"></td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	X	WC Statutory Limits		OTH-ER			E.L. Each Accident			\$1,000,000		E.L. Disease - Ea Employee			\$1,000,000		E.L. Disease - Policy Limits			\$1,000,000
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	E.L. Disease - Ea Employee			\$1,000,000																						
	E.L. Disease - Policy Limits			\$1,000,000																						

Other

Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:

Client ID: 91-68-365

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Landshore Enterprises, LLC dba Erosion Restoration, LLC

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name:

ISSUE 07-07-15 (TD) / REISSUE 01-13-16 (TLD)

Begin Date 4/27/2015

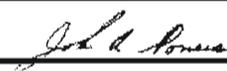
CERTIFICATE HOLDER

CANCELLATION

CITY OF POMPANO BEACH

100 W. ATLANTIC BLVD., STE 276
POMPANO BEACH, FL 33060

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.





d/b/a Erosion Restoration

Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
Reinforcing the American Soils for over a decade*

Exhibit C

**SOLE SOURCE/SOLE BRAND
APPROVAL FORM**

ITEM: REPAIRS TO THE BANKS/SHORELINE OF DOG PARK LAKE

REASON FOR
SOLE BRAND/
SOLE SOURCE: LANDSHORE ENTERPRISES, LLC HAS THE EXCLUSIVE RIGHT
TO DISTRIBUTE AND INSTALL THE PATENTED EROSION PREVENTION PLANK.

(Attach additional memorandum for justification)

VENDOR NAME (IF SOLE SOURCE): LANDSHORE ENTERPRISES, LLC

ESTIMATED COST: \$ 73,800.00

USING DEPT./DIV.: CIP

BLANKET ORDER: ___ Yes ___ No FIXED COMMODITY: ___ Yes ___ No

APPROVAL:

DEPARTMENT HEAD: Homacio Danovich CIP Manager DATE: 2/3/16
(Name & Title)

GENERAL SERVICES DIRECTOR: [Signature] DATE: 2/3/16

CITY MANAGER: [Signature] DATE: 2/3/16



Landshore® Enterprises, LLC

Streambank & Shoreline protection/stabilization/reclamation
 Environmental engineering, Erosion control, Construction management
 Reinforcing the American Soils for over a decade

d/b/a Erosion Restoration, LLC

City of Pompano Beach
Attn: Mr. Juan Carlos Samuel, Project Engineer
Engineering Division
1201 NE 5th Avenue
Pompano Beach, FL 33060

ESTIMATE #3114

Date: 12/14/2015

Project name: Dog Park Lake

JOB SCOPE

Landshore® will install EFT® tubes along the erosional scarp shoreline to stabilize and to reclaim some shoreline that has been lost. A supporting EFT® tubes (where needed) will be installed for the stabilization of the slope underneath the Design Water Level (DWL). After the installation of the supporting EFT® tubes, a base EFT® tube will be installed on top for stabilization and esthetical purposes. In addition, a sacrificial EFT® tubes will be installed on top. This sacrificial tube will be cut open and smooth out to proper grading or to match existing embankment. After the shoreline has been stabilized and sacrificial tubes have been smoothed out we will lay sod to cover the repaired areas.

The Erosion Prevention Plank (EPP) will be installed between the two flumes (190 LF). First, an EFT® tube will be installed to serve as a base. Another layer of EFT® will be placed on top of the base tube. This layer of tube will serve as a sacrificial tube, which will be cut open and the sand will be raked out. The EPP will then be placed on top at a slope of 4:1. The EPP will be stretch below the DWL. The cells of the EPP will then be filled in with soil. Sod will be installed on top to cover the repaired areas.

The EPP is necessary for this area due to the high velocity flow of water run off towards the pond.

STIPULATED SUM

Repair of shoreline

<u>Items</u>	<u>Quantities</u>	<u>Unit</u>	<u>Price</u>
Mobilization	1	EA	
Clearing & Grubbing	1	EA	
Cut			
Excavate terrace as needed	795	LF	
Dredge & Fill *			
10' EFT® Base	605	LF	
7.5' EFT® Sacrificial	795	LF	
10' EFT® Supporting	380	LF	
10' EFT® Supporting	258	LF	
Erosion Prevention Plank	190	LF	
Slope re-shaping			
Final grading	5,064	SF	
Sodding			
St. Augustine/Floritam	5,908	SF	
Cleaning	5,908	SF	
Demobilization	1	EA	

TOTAL ESTIMATED JOB COST \$73,800.00



Landshore® Enterprises, LLC

Streambank & Shoreline protection/stabilization/reclamation
Environmental engineering, Erosion control, Construction management
Reinforcing the American Soils for over a decade

d/b/a Erosion Restoration, LLC

PAYMENT SCHEDULE

Landshore® Enterprises' payment policy is as follows:

- 20% Booking Date
- 35% Mobilization Date
- 45% Completion of project

****Invoice is due upon receipt****

JOB DISCLAIMER

Current quote is provided on a courtesy basis to the City of Pompano Beach, in good faith based on "superior knowledge", prior findings, design work constituting intellectual property of Landshore® Enterprises, LLC as well as comprehensive research and investigation of pre-existing topographic/bathymetric and hydrologic/geotechnical conditions individual for each section of subject lake followed by conclusive analysis and estimates of work, labor, material and equipment necessary to comply with minimum engineering standards and best industry practices for slope stability, tensile strength of material, State/County shoreline maintenance and safety criteria, Mohr failure envelope and OSHA guidelines for trenching and excavation safety. Any substitution by lesser quality or quantity shall be substantiated by a registered Professional Engineer Licensed in Florida, having at least 10 years of practical experience in working on similar or more complicated bank restoration projects and require extensive testing and calculations.

SPECIAL CONDITIONS TO SUPERCEED ANY OTHER CONTRACTS OR AGREEMENTS

1. Landshore® Enterprises, LLC is not responsible for damage to utilities if as-built drawings or locations are not provided by the client.
2. Landshore® Enterprises, LLC reserves the right to change this estimate unless an agreement is reached within 90 days of the original estimate date.
- 3. Imported sand may be needed.**
4. This is a preliminary quote only, not a contract and does not include unforeseen price increases or additional labor and material which may be required.
5. Landshore® Enterprises, LLC is not responsible for any damages to the work by any natural disaster.
6. The City of Pompano Beach shall install curb & gutter with openings, concrete flumes and energy dissipaters in order to prevent direct runoff comprised of sheet flow and concentrated flow from adjacent parking lot as pre-requisite for current project - before beginning of construction.

This is an estimate only. This is not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

Andre van den Berg

Landshore® Enterprises Representative Signature



d/b/a Erosion Restoration

Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
Reinforcing the American Soils for over a decade*

January 13, 2016

City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33060

Subject: Erosion Prevention Plank

Please be advised that Landshore Enterprises, LLC d/b/a Erosion Restoration has the exclusive right to install the Erosion Prevention Plank. Landshore's Team has the proper knowledge to install it and understands the work to be done.

Thank you for your interest in Landshore Enterprises, LLC. Please feel free to contact us if you have any questions.

Regards,

Andre van den Berg
President, Landshore Enterprises, LLC



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(19) **United States**
(12) **Patent Application Publication**
van den Berg

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(54) **EROSION PREVENTION PLANK WITH INTERIOR LATTICE**

(52) U.S. CL.
CPC *E02B 3/12* (2013.01); *E02B 3/18* (2013.01)
USPC *405/16*

(71) Applicant: Andre van den Berg, Fort Lauderdale, FL (US)

(57) **ABSTRACT**

(72) Inventor: Andre van den Berg, Fort Lauderdale, FL (US)

An erosion control plank is provided. The plank is a lattice of intersecting vertical walls and horizontal walls and includes an opening to permit a stake to secure the plank over an eroded region. The plank can be secured by a stake. The eroded region is filled with appropriate fill material which would pass through the lattice. Plants and other growth are introduced onto the plank and fill material on or through the lattice where their root networks would help secure the fill and the plank and prevent erosion. The plank is rectangular and includes connectors to permit multiple planks to be secured to one another in both a horizontal and vertical relationship, allowing the erosion control planks to fit over any of a variety of eroded surfaces and to prevent erosion from occurring there again. The erosion control planks may also be used on a non-eroded area to prevent the onset of erosion.

(21) Appl. No.: 14/197,509

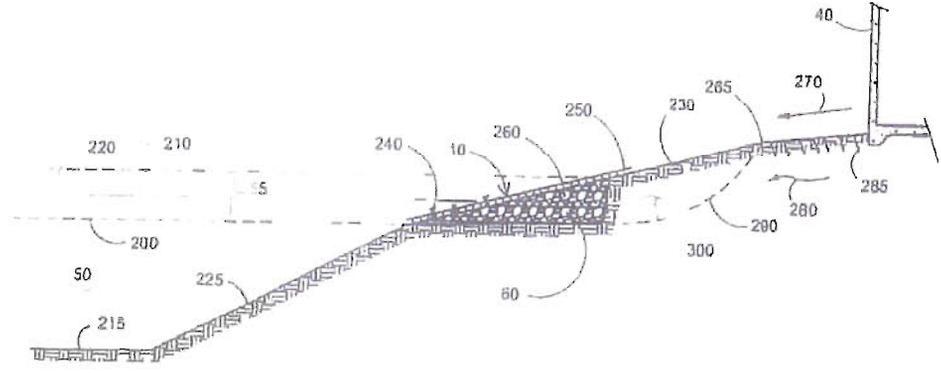
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Technical Specifications

Exhibit A.

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Introduction

Reinforced Slopes

The use of geosynthetics in reinforced soil slopes are an economical method of steeping up ground to increase available land for private and commercial use. They are more flexible than retaining walls and provide softer facing incorporating vegetation to blend in naturally with the surrounding area. Applications may include reinforcement of fill in new construction and/or reconstruction of failed slopes.

ECO-FILTER TUBE (EFT®)

EFT® or approved by Consultant equal product construction uses a woven or non-woven geotextile fabric that is formed into the shape of a tube. The tube container is filled with sand by direct coupling to a hydraulic dredge. The EFT® is designed to retain the granular fill portion of the dredge slurry, while appropriately sized openings in the material allow the excess water in the slurry to permeate through the tube walls. The procedure can be implemented in both dry and underwater conditions. The tubes can be fabricated in various circumferences, which, when inflated, will form a roughly elliptical shape. The EFT® system consists of a spun bound polyester filter fabric that is sewn together to form a tube which is placed along the water's edge and filled with sand to form an erosion barrier that after consolidation has the characteristics of a permeable, gravity type retaining wall.

SECTION 02005 - ECO-FILTER TUBE (EFT®)

PART 1 GENERAL

1.01 DESCRIPTION

A. CONTRACTOR shall furnish all labor, materials, equipment, polymer and incidentals as shown, specified, and required in connection with deployment, and filling of the EFT® container, in accordance with the lines, grades, design, and dimensions shown on the drawings as specified herein.

B. This Section specifies the work to be performed and installation requirements for EFT®, used for lake bank erosion restoration. This Section is not to be considered as all-encompassing since each material and site specific conditions present their own challenges and special issues. This Section may involve hazardous operations, equipment and climates. This Section does not purport to address all of the safety problems associated with its use. It is the responsibility of the Contractor to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.

1.02 QUALITY ASSURANCE

Manufacturer Qualifications. All EFT® containers and ancillary products shall be the standard product of a manufacturer who has been regularly engaged in the integral design, manufacturer, and fabrication of the products, and whose product has proven reliable in similar service for 10 years. The EFT® container manufacturer must be ISO 9001 certified and can provide a current ISO certification.

1.03 REFERENCES

A. Standards applicable in this specifications shall be:

- 1) American Society for Testing and Materials (ASTM).
 - a. D-2487 Classification of Soils for Engineering Purposes
 - b. D-422 Test Method for Particle-Size Analysis of Soils
 - c. D-3786 Hydraulic Bursting Strength of Knitted Goods and Nonwoven Fabrics
 - d. D-3884 Abrasion Resistance for Textile Fabrics
 - e. D-4355 Test Method for UV Resistance
 - f. D-4491 Test Method for Water Flow Rate
 - g. D-4533 Test Method for Trapezoid Tear Strength
 - h. D-4595 Test Method for Tensile Strength
 - i. D-4751 Test Method for Apparent Opening Size
 - j. D-4759 Determining the Specification Performance of Geotextiles
 - k. D-4833 Test Method for Puncture Strength
 - l. D-4873 Identification, Storage and Handling of Geotextiles
 - m. D-4884 Test Method for Factory Seam Strength

1.04 TERMINOLOGY

A. ECO-FILTER TUBE (EFT®) - A large container fabricated from high strength, woven or non-woven geotextile in form of a tube. EFT® used in this application shall be filled hydraulically with a slurry of sand and water. Alternate methods of filling tubes, such as filling by a combination mechanical/hydraulic method, etc. may be utilized only if previously approved in writing prior to Bid submittal.

B. Scour Apron - Not used on this project.

C. Injection/Relief points are cuts made by the Contractor on top of the EFT® container into which the pump discharge pipe is inserted.

1.05 WARRANTY

Contractor shall guarantee all labor and material to be furnished in accordance to manufacturer's and Consultants specifications to be free of defects for the limited warranty period of two (2) years after final inspection and acceptance by the Client.

PART 2 PRODUCTS

2.01 ECO-FILTER TUBE (EFT®)

A. Container material shall be fabricated to form a tubular shape, by sewing together mill widths of GT 500, Mirafi FW404 (woven), Winfab 800N (non-woven) or any other alternative engineered textile which is approved by the Consultant.

B. The seams shall be parallel stitch lines with spacing not less than 0.5 in. The sewing thread shall be multi-ply polyester filament yam.

C. The EFT® container material shall be inert to biological degradation and resistant to naturally encountered chemicals, alkalis, and acids.

D. Injection points are spaced along the top of the tube to provide access for the contractor. Optimal spacing shall be determined experimentally on-site during installation by the qualified (by experience and education) Contractor, under the strict supervision of the Consultant.

E. Contractor shall make water pressure relief points along the top of the tube.

F. Only the qualified by experience and education Contractor shall install EFT® product. EFT® shall have circumference as shown on the engineering plans. No attached anchoring tubes or scour aprons are to be furnished with the main tube. The tubes shall be furnished in strategic lengths to provide jointing of tubes at property lines and minimize trimming. If a tube is used for backfill, then it can be woven, non-woven and of any quality.

G. The EFT® material shall be a minimum of 8 oz.

H. Fabric and factory sewn seams utilized in the construction of the EFT® shall meet or exceed the following minimum requirements:

Criteria	Test Method ASTM D	Units	Required Floor Value
UV Resistance (@ 500 hrs)	4355	% Strength Ret.	80 (min.)
Water Flow Rate	4491	gpm/ft ²	70 (max)
Trapezoid Tear Strength @ ult. (MD/CD)	4533	lbs	150/165 (min)
Tensile Strength @ ult. (MD/CD)	4595	lb/in	250/230 (min)
Apparent Opening Size	4751	US Sieve#	40 (or higher)
Puncture Strength	4833	lbs	150 (min)
Factory Seam Strength	4884	lb/in	120 (min)

2.02 FILL MATERIALS

A. Material for filling the EFT® shall consist of fine sand dredged from the existing adjacent canal/lake or imported. Unless specifically called on the contract documents by a Consultant - no dredging will be allowed.

In case where dredging is allowed by the Consultant – the following conditions shall apply.

- A.1. Dredging shall be limited to cleaning of sedimentation material only.
- A.2. No dredging is allowed to exceed two (2) feet depth below existing bottom elevation.
- A.3. No dredging operations shall occur closer than 30 ft. away from existing shoreline.
- A.4. No dredging is allowed if lake bottom is deeper than 12 ft.
- A.5. No dredging is allowed if bottom profile has slope steeper than 3H:1V.

EFT® shall be filled as evenly as possible until the design height has been achieved and excess water shall be allowed to drain adequately back into the canal. EFT® container shall be prevented from shifting or rolling during the inflation process by securing the EFT® in place as recommended by the manufacturer. Once the EFT® container has been filled to the required height, the injection ports shall be closed as recommended by the manufacturer. Suitable material for filling the tubes will contain no more than 25 percent fines (percent by weight passing the no. 200 sieve) to minimize subsidence of the tubes after filling if excess fines are observed during the filling process, the Contractor should divert the flow until more suitable borrow material can be located. The Contractor shall examine the source of fill material prior to bidding in order to determine its adequacy of use.

In the event that sufficient quantity or quality of material is not available from adjacent canals, the Contract shall import suitable material to adequately fill the EFT®. Material used for this purpose shall be well graded sand (ASTM D 2487) having a maximum size of 3/8 inch, and not more than 5 percent passing the U.S. Standard No. 200 Sieve. Payment for imported sand fill shall be Client's responsibility, based upon the volumes calculated by a Consultant.

B. Structural fill (if specified on the engineering plans) shall consist of sand and gravel having a maximum size of two inches.

C. Flowable fill or Controlled Low Strength Material may be used for backfill as an alternative to compacted granular fill where specified by the Consultant. In terms of its flowability, the slump, as measured for concrete, is generally greater than 8 inches (200 mm) which hardens into a strong material with minimal subsidence, having compressive strength less than 1200 psi (8.3 MPa).

PART 3 - EXECUTION

3.01 SITE PREPARATION

A. Areas in which EFT® containers are to be placed shall be excavated to the lines and grades shown on the Engineering plan and cross section. Where such areas are below the allowable

grades, they shall be filled. All obstructions that could damage the EFT® containers, such as roots and projecting stones, shall be removed.

B. Immediately prior to placing the EFT® containers, the Consultant shall inspect the prepared area. No tubes shall be placed thereon until the area has been favorably reviewed and approved by the Consultant.

C. The foundation for the placement of the EFT® shall be smooth and free of protrusions which could damage the EFT® material. Hydraulic dredging or mining, hand excavation, or other approved methods shall be used to shape the foundation to the required grades. Weak or unsuitable foundation material shall be removed or stabilized.

3.02 PLACEMENT OF EFT®

A. Place EFT® containers within the limits shown on the Drawings.

B. Fill ports should be on the top of the EFT® container.

3.03 FILL GRADUATION

Gradation testing of hydraulic fill materials shall be conducted in accordance with ASTM D-422.

3.04 TUBE ALIGNMENT, HEIGHT, SLOPE

A. Tubes installation require alignment as shown on the engineering plans and approved by Local Water Management District for reclamation purposes. Tubes shall be installed in accordance to the elevations specified on the engineering plans in order to effectively function both in high and low water table condition and shall not be over-pumped. The vertical drop at the edge shall not exceed 9 inches.

B. On top of the EFT® containers place fill as needed to achieve 4:1 slope or match existing and then sod the area after consolidation of fill material.

C. Water Management Area with vegetated embankments shall be less than 15-feet in height and shall have side slopes (inside and outside) no steeper than 3H:1V. Embankments protected with EFT® or other geo-synthetic products may be used but shall not be steeper than 2H:1V. Geotechnical slope stability analysis is required for slopes greater than 10 feet in height and embankments that have steeper slopes than those indicated above. Access inside Water Management Area shall be provided with at least one 20 feet wide side slope at 3H:1V or flatter for maintenance.

3.05 TUBE ANCHORAGE

EFT® shall be deployed along the alignment and secured in place as necessary with wooden stakes 2"x2"x24" American Pine or equal hardwood - to ensure proper horizontal and vertical location after filling. No portion of the tube shall be filled until the entire tube segment has been fully anchored with correct alignment and pulled taut.

3.06 TUBE JOINTS

Adjacent EFT® container sections shall be overlapped/joined/butted together at the ends or terminated in such manner that there are no gaps.

3.07 TUBE FILLING

A. After completing the deployment and anchorage of the EFT®, filling with sand from the borrow area shall be accomplished in accordance with the approved engineering plan.

B. The dredge discharge pipe shall be free of protrusions that could tear the fill port. The dredge discharge pipe shall be supported above the fill port in a manner which reduces stress on the fill port seams. Excessive movement of the dredge discharge pipe during filling shall not be allowed. Long tubes shall be filled from multiple ports along the length.

C. After filling the EFT®, all fill port sleeves or cuts shall be properly closed and sealed to the main tube in a manner sufficient to prevent loss of fill material subsequent to further wave action or other disturbances.

D. EFT® shall not be filled more than specified by the Consultant or shown on the cross sections.

E. Overall compliance with the manufacturer's installation instructions is required.

F. HEIGHT (H) TO CIRCUMFERENCE (C) RATIO

a. Based on the tested soil properties maximum height of the fully deployed tube shall never exceed a value of $H = (0.2068 \times C + 0.012)$ for tensile strength and stability purposes.

G. EXTERNAL TUBE BACKFILLING

a. The Contractor shall backfill behind the EFT® with Structural Fill (a soil, stone or combination material that a Consultant has reviewed and deemed structural sound for this specific application). Suitable will be considered AASHTO granular materials A-1, A-2 or A-3, based on AASHTO M 145 or ASTM D-3282.

Overfill loose structural fill materials approximately 1 foot layers and compact with hand-held compactor. Compaction shall continue until the structural fill materials reach a density equivalent to 95 percent of the maximum dry density determined in accordance with ASTM D- 1557. The fill shall be placed after inflation of the EFT® container.

If the EFT® is not to be externally backfilled, the area should be left in a neat and properly graded manner. If the tube is to be externally backfilled, the lines and grades specified within the engineering plans must be followed.

H. TUBE PROTECTION

a. EFT® shall be covered with soil, sod or other material, as specified by a Consultant for UV protection.

b. Contractor shall exercise extreme care in usage of any construction or lawn maintenance equipment and to protect EFT™ from physical damage.

3.08 DISPOSAL OF UNSUITABLE MATERIAL

A. Disposal: Owner is responsible to compensate the Contractor for removal of waste material dumped by residents or other contractors, including trash and legally disposal of it off subject property. Trucks hauling waste material shall include an impermeable liner to avoid spilling to streets.

3.09 MANUFACTURER'S REPRESENTATIVE

A. A manufacturer's representative and a Consultant shall both be present for the installation of the first EFT® unless the contractor can prove adequate, successful experience and qualifications with this technology.

PART 4. METHOD OF MEASUREMENT

4.01 EFT® CANAL BANK STABILIZATION

a. This item shall be measured as sum of individual lengths in linear feet of every type of tube applied for Shoreline Stabilization.

b. Contractor shall provide as-built drawings to the Consultant.

PART 5. BASIS OF PAYMENT

5.01 EFT® CANAL BANK STABILIZATION: This item will be paid for on the basis of the contract unit price per linear foot of each tube installed, which price shall be full compensation for all labor, equipment, mobilization, maintenance of traffic, installation and removal of turbidity barriers, clearing and land preparation, tree removal, placement of EFT® containers, filling the EFT® containers, placement and compaction of backfill soils, transitions to existing slopes, finish grading and sodding, and incidentals necessary to satisfactorily complete the items as specified.

SECTION 02930 - SODDING

PART 1 GENERAL

1.1. QUALITY ASSURANCE:

A. Installer's Qualifications: Sodding work shall be performed by a single firm specializing and experienced (minimum five years) in landscape work.

B. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this section.

C. Deliver materials in original un-opened containers, showing weight, name of manufacturer, vendor or source, and certified analysis, and with certificates of inspection required by the authorities having jurisdiction. Store in manner to prevent wetting and deterioration.

D. Comply with all regulations applicable to landscape materials.

E. Soil Analysis: Provide and pay for the services of an approved, independent testing agency to perform an analysis of soil to be used. Analysis shall include a comprehensive description of soil, and a listing of types and quantities of soil amendments required for the establishment, growth and health of lawns. The number of samples required shall be a minimum of two samples per acre of lawn area, unless additional samples are recommended by testing agency.

1.2 SUBMITTALS:

A. Certifications:

1. Submit results of inspection as required by authorities having jurisdiction.

B. If applicable, as the additional services requested by owner:

1. Submit manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials in accordance with methods established by the Association of Official Agricultural Chemists.

2. Submit other data substantiating that materials comply exactly with specified requirements.

3. Submit sod vendor's certified statement for each sod type, stating botanical and common name. Identify source location.

4. Soil Analysis: Submit complete results of analysis, identifying required soil amendments, and amendment rates and procedures.

5. Planting Schedule: Submit proposed planting schedule, indicating dates for installation and completion of lawn work. Once accepted, revise schedule only as approved in writing by the Consultant, after documentation of reasons for delays.

C. Maintenance Instructions: Meet with the owner and/or their representatives to review instructions and recommend procedures to be followed by owner for maintenance of lawns and to assure adequate understanding for owner to carry out instructions.

1.3. DELIVERY, STORAGE AND HANDLING:

A. If applicable, at the request of the owner - fertilizer and soil amendments shall be delivered to the site in the original, unopened containers bearing the manufacturer's guaranteed analysis, scientific name, trade name, trademark, and statement of conformance to state and federal laws. In lieu of containers, fertilizer and soil amendments may be furnished in bulk, with a certificate indicating the above information accompanying each delivery.

B. Before and after delivery, fertilizer and soil amendments shall be kept in a dry storage area away from contaminants. Precautions shall be taken prior to use to prevent rupture of packaging and to prevent wetting, contamination, or deterioration.

C. Time delivery of freshly dug sod so that sod will be placed within 36 hours after cutting. Protect sod against drying and breaking, in transit and on site. Prior to planting, store sod in shade to minimize sun damage and heat buildup.

1.4. SITE CONDITIONS:

A. Utilities: Locate and avoid damage to all visible underground utilities; perform work in a manner which will avoid damage. Utilities may be not necessarily shown on the engineering drawings.

B. When conditions detrimental to lawn establishment, growth and maintenance are encountered, such as rubble, adverse drainage conditions, or obstructions, notify the Consultant for directions before planting.

1.5 LAWN GUARANTEE:

Warranty lawns through specified lawn Maintenance Period, and up to the date of Final Acceptance.

PART 2 PRODUCTS

2.1. SOIL AMENDMENTS:

A. Not used.

2.2. COMMERCIAL FERTILIZER:

A. Not used.

2.3. SOD:

A. Sod used on the subject site shall meet published State standards and unless specified otherwise by a Consultant for slope stability purposes – shall be consistent with sod used elsewhere on the project.

B. Sod shall be delivered machine cut to a uniform thickness of 3/4" to 1-1/2", excluding top growth and thatch. Length and width shall be the supplier's standard, with a maximum allowable deviation of 5%. Torn, uneven, or desiccated pads or edges shall not be acceptable.

C. Provide sod composed of species noted on drawings, free of weeds and other extraneous grass types.

2.4. WATER:

A. Proposed vegetative cover requires irrigation, minimum 44 in./yr. (Stewart and Mills, 1967). Prior to installation the Contractor shall take due care to ensure that there will be no dead grass exposing EFT® to UV or dead roots negatively affecting soil stability.

PART 3 - EXECUTION

3.1 GENERAL:

A. Sodding shall not be done when the ground is frozen, snow covered, saturated, excessively dry, or in any other condition which would make establishment and survival of sod reasonably unlikely.

B. Prior to sod bed preparation, soil shall be in a loose, smooth, friable condition, free from stones over 1-1/2" in any dimension, sticks, roots, construction debris, and other extraneous matter. If soil has become crusty, hardened or eroded since being spread, it shall be a part of this work to restore the soil to the loose, smooth condition described above.

3.2. SODBED PREPARATION:

A. Work areas to a smooth even surface free from surface irregularities, ridges or depressions. Prepared areas shall meet required finish grade elevations allowing for sod thickness, and shall have positive drainage.

B. Moisten prepared areas if soil is dry. Water thoroughly then allow surface moisture to evaporate. Do not create muddy soil conditions; do not saturate soil.

3.3. SOD INSTALLATION:

A. The first row of sod shall be laid in a straight line with subsequent rows placed parallel to and butting tightly against each other. Stagger strips to offset joints in adjacent courses. Care shall be taken to ensure that sod is not stretched or overlapped and that all joints are butted tight. On slopes, sod shall be laid parallel to the contour.

B. On slopes of 3 to 1 or steeper, within and along drainage swales, along the edge of ponds, and in other locations where erosion is probable, sod shall be secured at the ends and center of individual strips with pegs.

C. Tamp or roll area with a roller not exceeding 90 lbs. per foot of roller width to provide firm contact between roots and soil.

D. Immediately after laying and firming the sod, irrigate to a depth of 4 inches below the underside of the strips.

E. During the first seven days after installation, maintain a continuous moist soil depth of at least 4 inches. After that period, water as necessary to maintain moist root zone.

3.4. MAINTENANCE:

A. Owner shall be responsible for maintenance. Dead grass exposing EFT™ to UV and dead roots negatively affecting soil stability may void the warranty on installation.

B. Maintenance shall include watering, fertilizing, weed eradication, insect and other pest control, mowing, trimming, clipping removal (unless mulching mower is used), the reconstruction with specified turf type, of all areas failing to maintain good color and growth, and the reconstruction of all areas damaged by different occurrences.

C. The first mowing shall not be attempted until the sod is firmly rooted.

D. Lawn shall be mowed whenever the average height reaches 3-1/2 inches. Mowing height shall be 2-1/2 inches. Not more than 1/3 of the grass leaf shall be removed at any one cutting.

E. Waste Material: Contractor is responsible to remove from site all excess materials, debris and equipment.

3.5. CLEAN-UP AND PROTECTION

A. During sodding work, keep pavements clean and work area in an orderly condition.

B. Damage caused to trees, lawns, buildings, street, curbs, walks and other items shall be corrected by Contractor using whatever means necessary to satisfy the requirements of the Consultant, and of the State, City or County, whichever may have jurisdiction, at no additional cost.

C. Protect landscape work and materials from damage due to operations by other contractors, trades, and trespassers. Maintain protection during installation. Treat, repair or replace damaged landscape work as directed by the Consultant, at no additional cost.

3.6. INSPECTION AND FINAL ACCEPTANCE:

A. When work is completed, the Consultant will, upon written request from the Contractor, make an inspection to determine acceptability.

B. Work may be inspected for acceptability in sections (up to a maximum of three sections) when agreeable to the Consultant, provided all work for that section is complete.

C. When inspected work is not acceptable, as determined by the Consultant, replace or remedy rejected work. Continue all requirements of Contract until re-inspected and accepted by the Consultant. The cost of remedial work, continued maintenance, and additional inspections, required by unacceptable work, shall be borne entirely by Contractor.

**Overall Plan for Dog Park Lake located at 1101 N. Federal Hwy.,
 Pompano Beach, FL 33062-4321. Legally described as
 Pompano Beach Air Park And Recreation Facilities Plat 149-20
 B Parcel "G".**



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GARY G. BLOOM, P.E.
 FLA LIC. NO. 19832

DATE: 08/28/15
 SCALE: 1"=40'
 PROJECT NO. 2015-028
 SHEET L-8 OF 10

GGB Engineering, Inc.
 CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
 • CONSTRUCTION MANAGERS
 FLORIDA REGISTRATION NO. 8178
 2699 Shiloh Road, Suite C-202
 Fort Lauderdale, Florida 33312
 Phone: (954) 986-9899
 Fax: (954) 986-6655



LANDSHORE ENTERPRISES, LLC.
 Environmental Engineering, Erosion
 Control & Construction Management
 (dba, Erosion Restoration, LLC.)
 5601 Powerline Road, Suite 301,
 Fort Lauderdale, Florida 33309
 Tel: 954.327.3300, Fax: 954.533.1556,
 E-mail: info@erosionrestoration.com

**Erosion and
 Sedimentation
 Control Plan**



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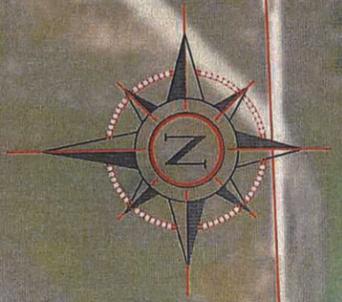
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 SCALE: 1"=50'
 PROJECT NO: 2015-028
 SHEET L-9 OF 10

GGB Engineering, Inc.
 CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
 • CONSTRUCTION MANAGERS
 FLORIDA REGISTRATION NO. 8118
 2899 Stirling Road, Suite C-202
 Fort Lauderdale, Florida 33312
 Fax: (954) 986-6555
 Phone: (954) 986-8899



LANDSHORE ENTERPRISES, LLC.
 Environmental Engineering, Erosion Control & Construction Management (dba, Erosion Restoration, LLC.)
 5601 Powelton Road, Suite 301, Fort Lauderdale, Florida 33309
 Tel: 954.327.3300, Fax: 954.533.1556
 E-mail: info@erosionrestoration.com

Erosion and Sedimentation Control Plan



City of Pompano Beach shall install curb & gutter with openings, concrete flumes and energy dissipators in order to prevent direct runoff comprised of sheet flow and concentrated flow from adjacent parking lot as pre-requisite for current project, i.e. before beginning of construction by Landshore Enterprises, LLC.

City of Pompano Beach shall be responsible for hydraulic design and installation of US Department of Interior, Bureau of Reclamation Type II stilling basin with chute blocks for energy dissipation at flume ends.

City of Pompano Beach shall install concrete impact basin with baffle for energy dissipation at outlet of discharge conduit.



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Erosion and Sedimentation Control Plan

LANDSHORE ENTERPRISES, LLC:
Environmental Engineering, Erosion Control & Construction Management (dba: Erosion Restoration, LLC.), 5601 Powerline Road, Suite 301, Fort Lauderdale, Florida 33309, Tel: 954.327.3300, Fax: 954.533.1556, E-mail: info@erosionrestoration.com



GGB Engineering, Inc.
CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
• CONSTRUCTION MANAGERS
FLORIDA REGISTRATION NO. 8118
Fort: (954) 986-6555
Phone: (954) 386-9899
2899 Stirling Road, Suite C-202
Fort Lauderdale, Florida 33312

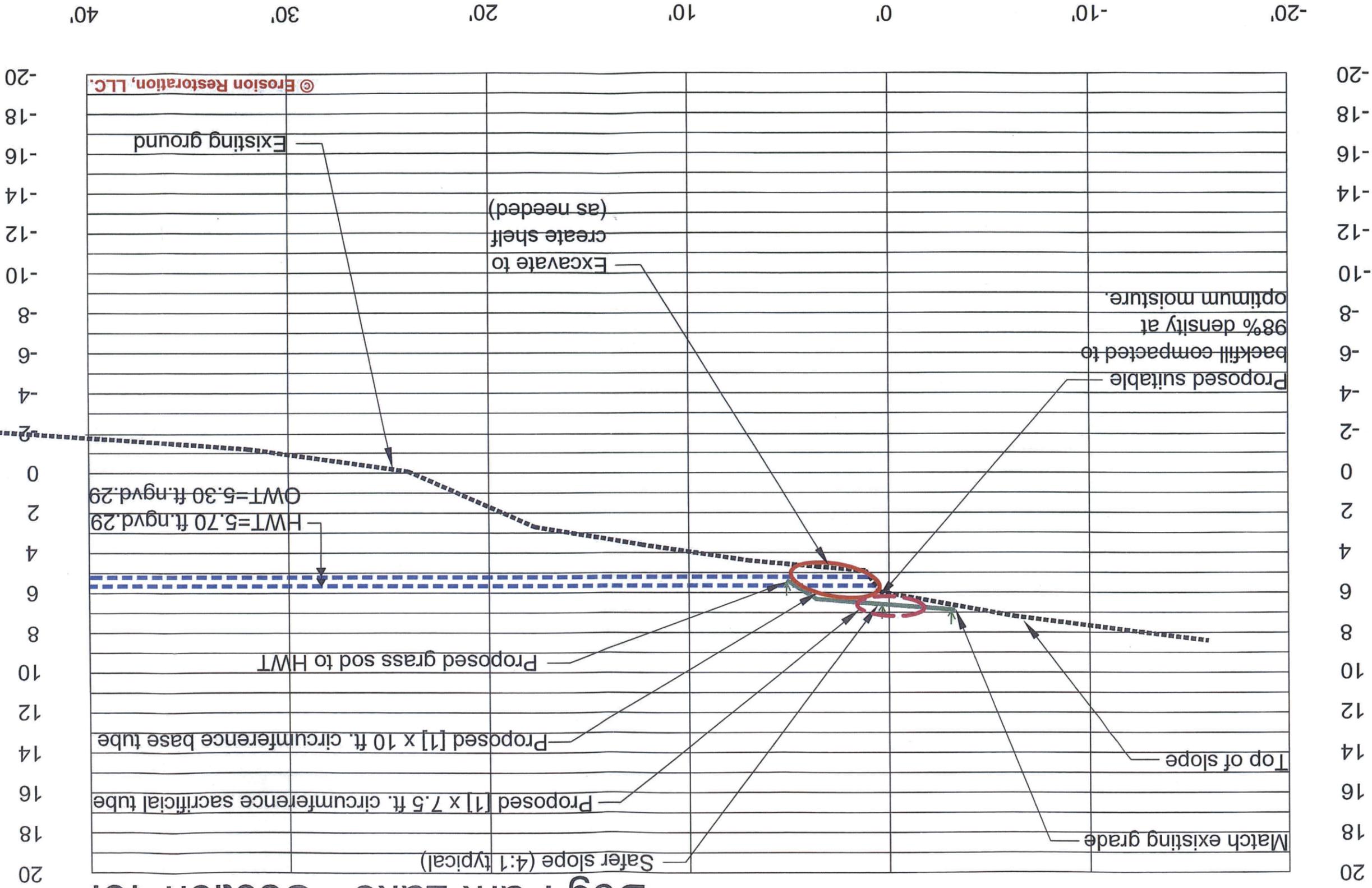
DATE: 08/28/15
SCALE: 1"=30'

PROJECT NO. 2015-028

SHEET L-10 OF 10

GARY G. BLOOM, P.E.
FLA LIC. NO. 10832

Dog Park Lake - Section 43.



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GARY G. BLOOM, P.E.
FLA LIC. NO. 19832

SHEET X-43 OF 48
PROJECT NO. 2015-028
DATE: 08/28/15
SCALE: 1"=5'

GGB Engineering, Inc.
CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
• CONSTRUCTION MANAGERS
FLORIDA RESTORATION NO. 8118
2999 Shifing Road, Suite C-202
Fort Lauderdale, Florida 33312
Phone: (954) 986-9899
Fax: (954) 986-6655

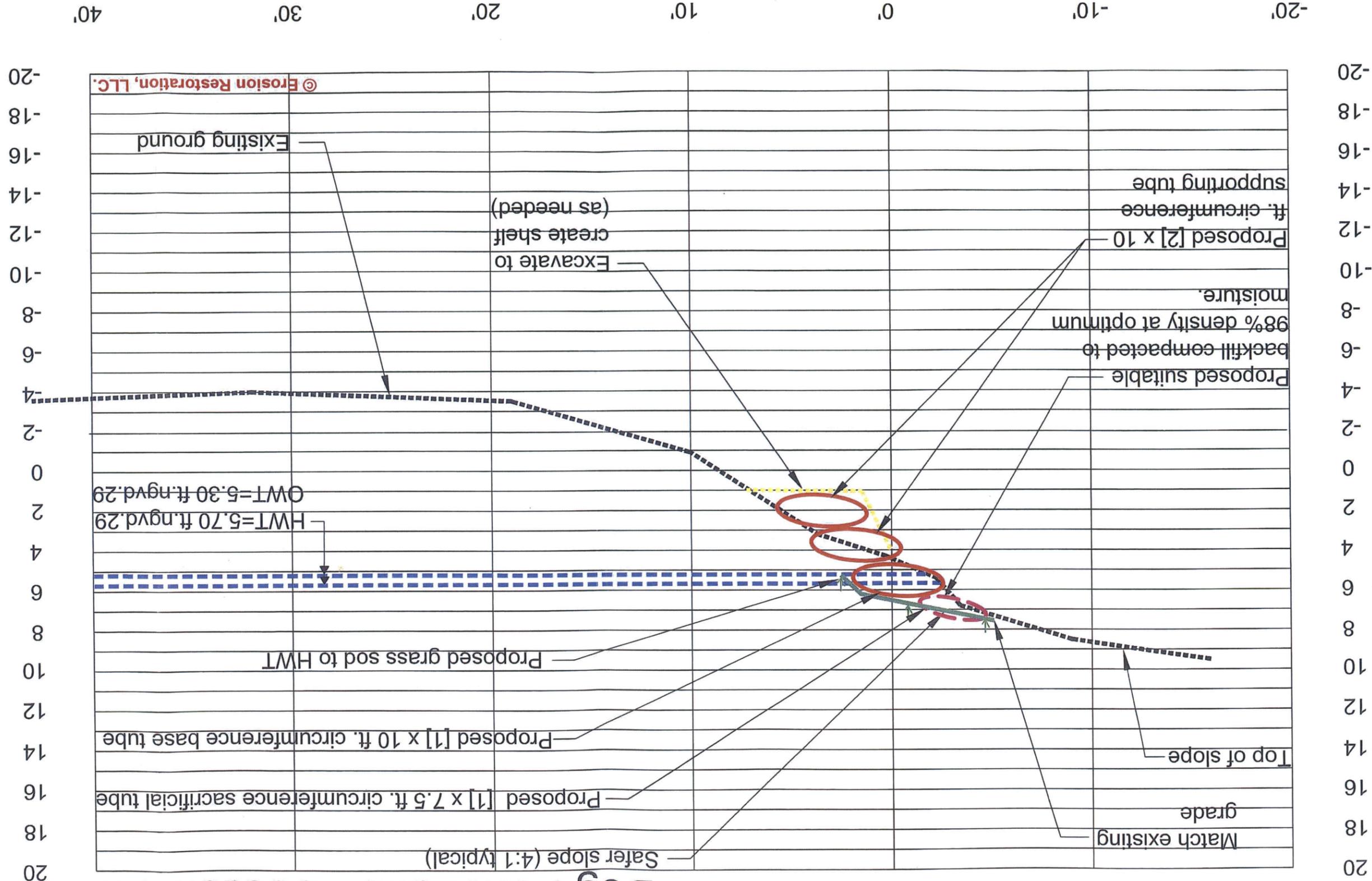
LANDSHORE ENTERPRISES, LLC.
Environmental Engineering, Erosion Control & Construction Management
(dba, Erosion Restoration, LLC.)
5601 Powerline Road, Suite 301,
Fort Lauderdale, Florida 33309
Tel: 954.327.3300, Fax: 954.533.1556,
E-mail: info@erosionrestoration.com



Erosion and Sedimentation Control Plan



Dog Park Lake - Section 44.



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GARY G. BLOOM, P.E.
FLA LIC. NO. 19832

SHEET X-44 OF 48
PROJECT NO. 2015-028
DATE: 08/28/15
SCALE: 1"=5'

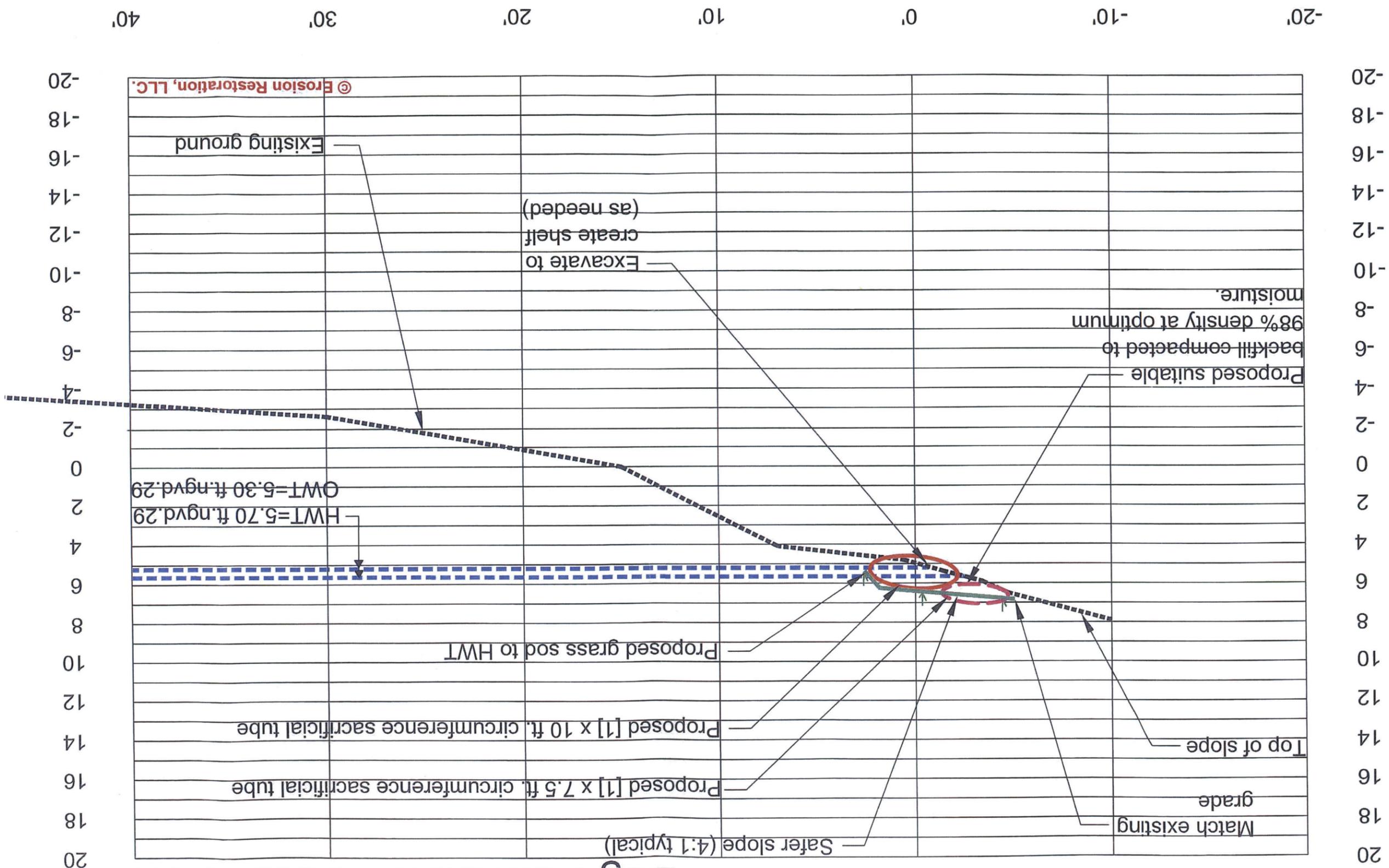
GGB Engineering, Inc.
CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
• CONSTRUCTION MANAGERS
FLORIDA REGISTRATION NO. B118
2699 Stirling Road, Suite C-202
Fort Lauderdale, Florida 33312
Phone: (954) 986-6655
Fax: (954) 986-9999

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Tel: 954.327.3300, Fax: 954.533.1566, E-mail: info@erosionrestoration.com

Erosion and Sedimentation Control Plan

ompano beach
Florida's Warmest Welcome

Dog Park Lake - Section 45.



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GARY G. BLOOM, P.E.
FLA LIC. No. 19892

SHEET X-45
OF 48

PROJECT NO. 2015-028

DATE: 08/28/15
SCALE: 1"=5'

GGB Engineering, Inc.
CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
• CONSTRUCTION MANAGERS
FLORIDA RECONSTRUCTION No. 8118
2899 Sliding Road, Suite C-202
Fort Lauderdale, Florida 33312
Phone: (954) 986-6555
Fax: (954) 386-6555

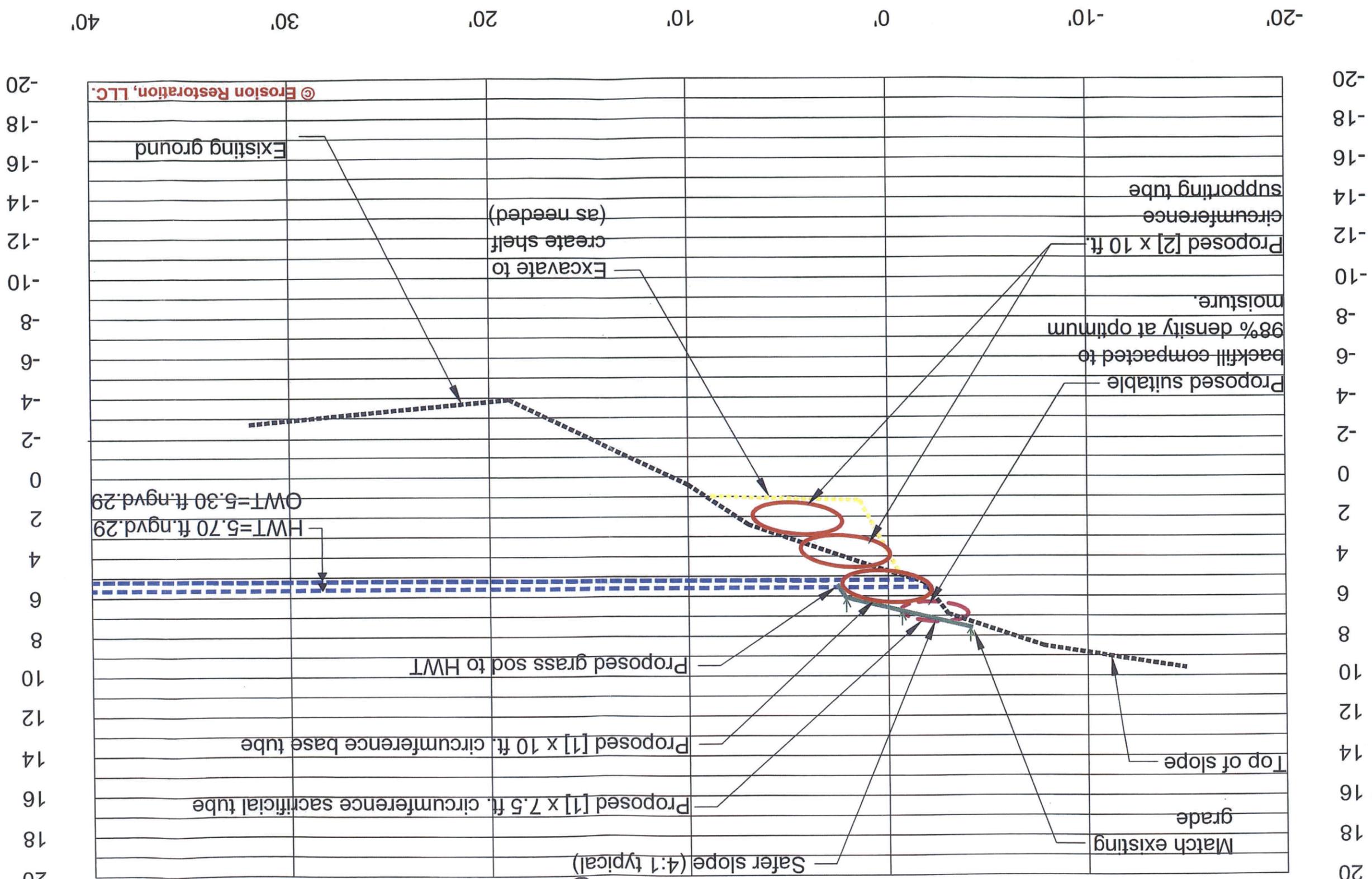


LANDSHORE ENTERPRISES, LLC.
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(dba, Erosion Restoration, LLC.)
5601 Powerline Road Suite 301,
Fort Lauderdale, Florida 33309
Tel: 954.327.3300, Fax: 954.533.1556,
E-mail: info@erosionrestoration.com

Erosion and Sedimentation Control Plan



Dog Park Lake - Section 46.



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FLA. LIC. NO. 19932

SHEET X-46 OF 48
PROJECT NO. 2015-028
DATE: 08/28/15
SCALE: 1"=5'

GGB Engineering, Inc.
CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
• CONSTRUCTION MANAGERS
FLORIDA REGISTRATION NO. 8118
2999 Stirling Road, Suite C-202
Fort Lauderdale, Florida 33312
Phone: (954) 986-9999
Fax: (954) 986-6655

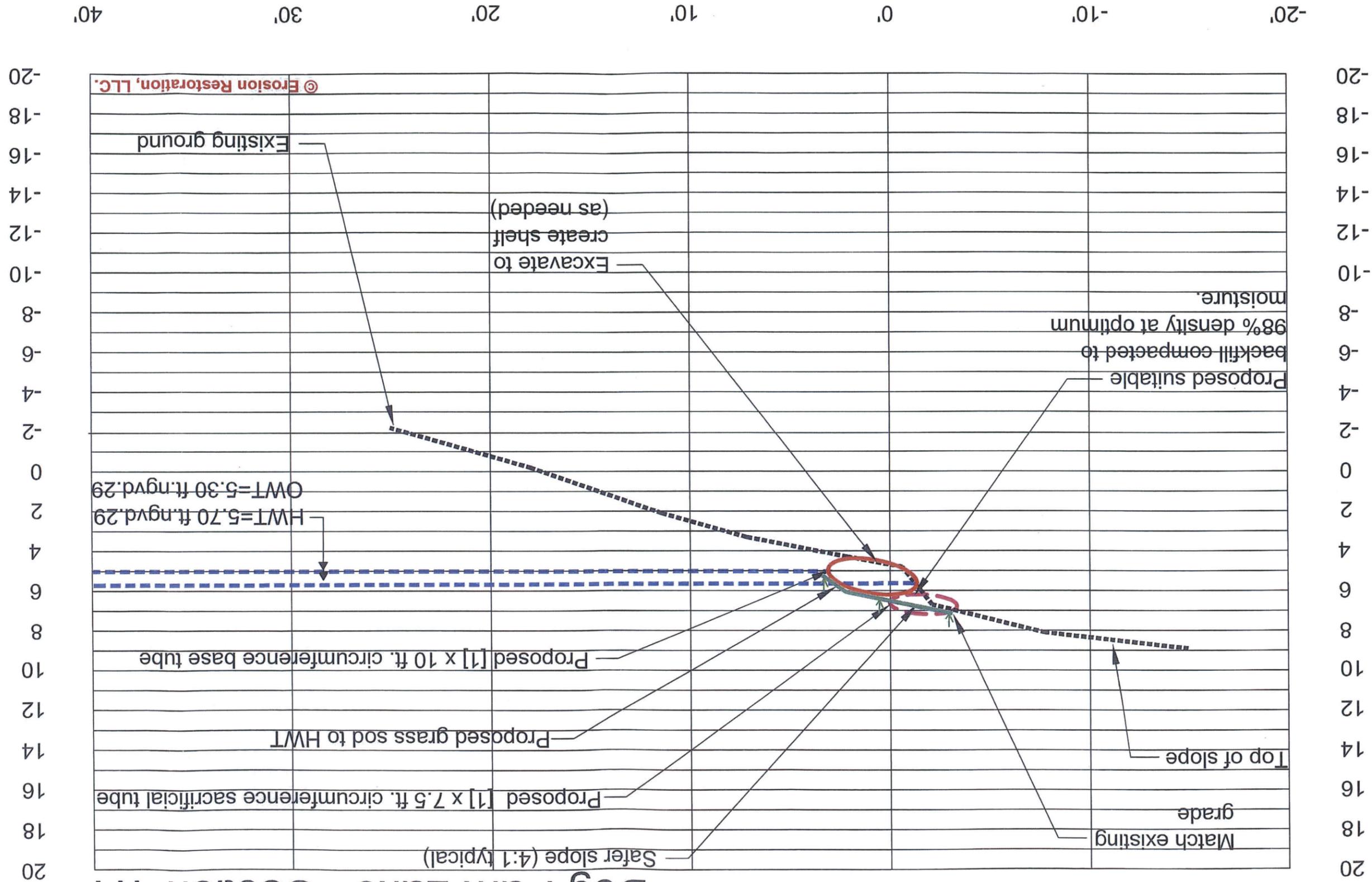
LANDSHORE ENTERPRISES, LLC.
Environmental Engineering, Erosion Control & Construction Management (dba. Erosion Restoration, LLC.)
5801 Powerline Road, Suite 301, Fort Lauderdale, Florida 33309
Tel: 954.327.3300, Fax: 954.533.1556, E-mail: info@erosionrestoration.com



ompano beach
Florida's Warmest Welcome

Erosion and Sedimentation Control Plan

Dog Park Lake - Section 47.



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FLA LIC. No. 19832

SHEET X-47
OF 48
PROJECT NO. 2015-028
DATE: 08/28/15
SCALE: 1"=5'

GGB Engineering, Inc.
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• CONSTRUCTION MANAGERS
• FLORIDA RESTORATION No. 8118
2699 Stirling Road, Suite C-202
Fort Lauderdale, Florida 33312
Phone: (954) 986-9899
Fax: (954) 986-6555

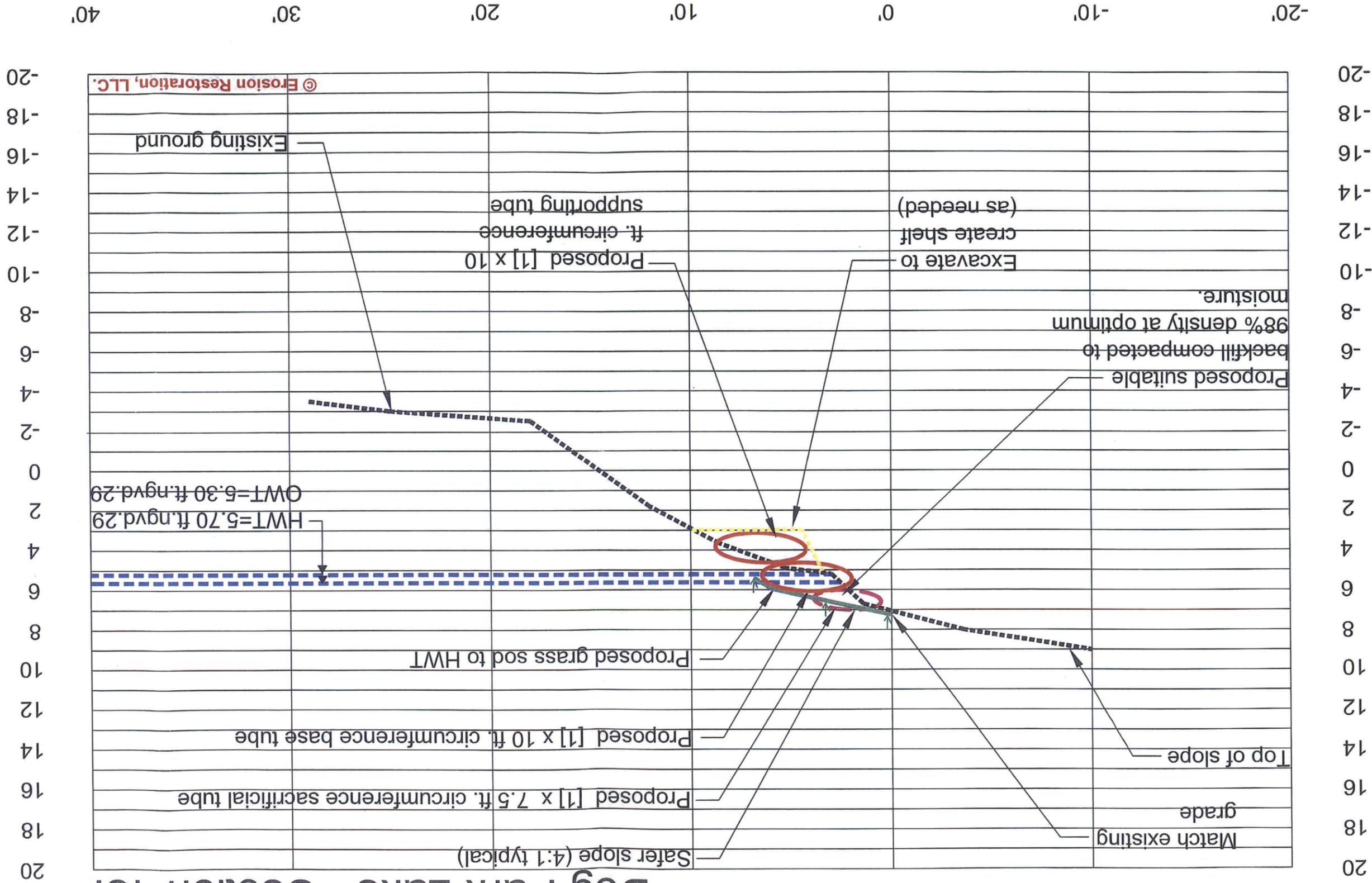


LANDSHORE ENTERPRISES, LLC.
Environmental Engineering, Erosion
Control & Construction Management
(dba: Erosion Restoration, LLC.)
5601 Powerline Road, Suite 301,
Fort Lauderdale, Florida 33309
Tel: 954.327.3300, Fax: 954.533.1556,
E-mail: info@erosionrestoration.com

Erosion and
Sedimentation
Control Plan



Dog Park Lake - Section 48.



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GARY G. BLOOM, P.E.
FLA LIC. No. 18932

GGB Engineering, Inc.
CIVIL AND TOXIC ENGINEERS • LAND PLANNERS
FLORIDA REGISTRATION No. 8118
2699 Shiloh Road, Suite C-202
Fort Lauderdale, Florida 33312
Phone: (954) 986-9899
Fax: (954) 986-6655



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Erosion and Sedimentation Control Plan



DATE: 08/28/15
SCALE: 1"=5'

PROJECT NO. 2015-028
SHEET OF 48



d/b/a Erosion Restoration

Landshore[®] Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
Reinforcing the American Soils for over a decade*

Landshore[®] has the sole exclusive use of the Erosion Control Plank listed on the next page.

Arelis van den Berg, Member



US 20140255097A1

(19) **United States**

(12) **Patent Application Publication**
van den Berg

(10) Pub. No.: **US 2014/0255097 A1**

(43) Pub. Date: **Sep. 11, 2014**

(54) **EROSION PREVENTION PLANK WITH INTERIOR LATTICE**

(71) Applicant: **Andre van den Berg, Fort Lauderdale, FL (US)**

(72) Inventor: **Andre van den Berg, Fort Lauderdale, FL (US)**

(21) Appl. No.: **14/197,509**

(22) Filed: **Mar. 5, 2014**

Related U.S. Application Data

(60) Provisional application No. **61/772,668**, filed on **Mar. 5, 2013**.

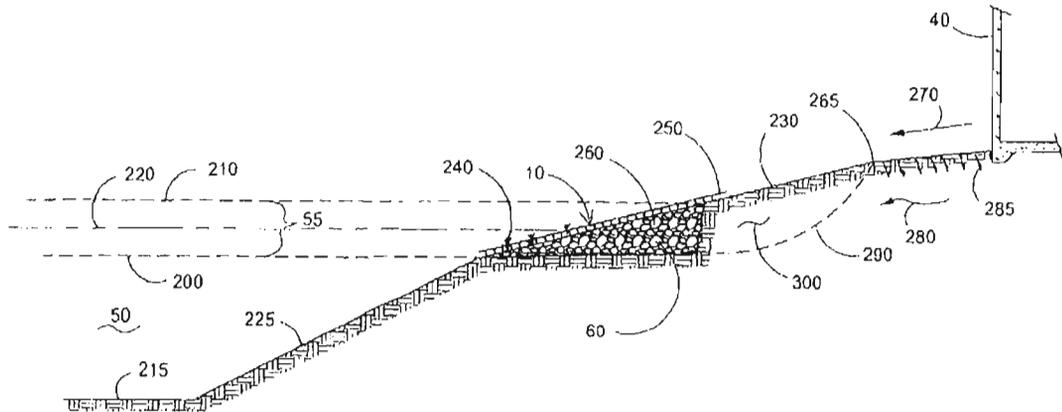
Publication Classification

(51) Int. Cl.
E02B 3/12 (2006.01)
E02B 3/18 (2006.01)

(52) **U.S. Cl.**
CPC *E02B 3/12* (2013.01); *E02B 3/18* (2013.01)
USPC **405/16**

(57) **ABSTRACT**

An erosion control plank is provided. The plank is a lattice of intersecting vertical walls and horizontal walls and includes an opening to permit a stake to secure the plank over an eroded region. The plank can be secured by a stake. The eroded region is filled with appropriate fill material which would pass through the lattice. Plants and other growth are introduced onto the plank and fill material on or through the lattice where their root networks would help secure the fill and the plank and prevent erosion. The plank is rectangular and includes connectors to permit multiple planks to be secured to one another in both a horizontal and vertical relationship, allowing the erosion control planks to fit over any of a variety of eroded surfaces and to prevent erosion from occurring there again. The erosion control planks may also be used on a non-eroded area to prevent the onset of erosion.





d/b/a Erosion Restoration

Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
Reinforcing the American Soils for over a decade*

LANDSHORE® Resumes

Landshore® Enterprises, LLC - 5601 Powerline Road, Suite 301, Fort Lauderdale, Florida, 33309

☎ Tel: (954) 327-3300 • ☎ Fax: (954) 533-1556 • ✉ Email: info@landshore.com

Andre van den Berg
Landshore® Enterprises, LLC
d/b/a Erosion Restoration, LLC

Accomplishments:

- Founder and managing member of a well-established land erosion company based in Fort Lauderdale, FL.
- Thirteen years of successful business ownership.
- *Invented and patented an erosion control product.*

Educational Background:

- Bachelor of Science in Construction Management – Technicon in Pretoria, SA
Faculty of Engineering and Management
National Diploma from South Africa - #91077469
- Engineering Department of Police, SA

Professional Summary:

- Communication with clients, contract administration and project coordination.
- Management of industrial, commercial, and residential projects.
- Site planning, engineering design and calculations.
- Final plans production and review.
- Construction supervision, inspections and close-out.

Projects for design/build shoreline restoration:

- City of Lauderdale Lakes, FL
- City of Pembroke Pines, FL
- City of Casselberry, FL
- City of Oak Brook, IL
- South Broward Drainage District, FL
- Collier County, FL
- Severn Trent Management Services
 - Colonial Country Club, FL
 - Vasari HOA, FL
 - Bobcat Trail Community District, FL
 - BellaTerra, FL
 - Heritage Palm, FL
- Waterlefe Community Development District, FL
- Dataw Golf Course, SC
- Paradise Island, Bahamas
- Flamingo Country Club, FL

Certifications and Memberships:

- Member of Florida Lake Management Society
- Member of US Golf Association for erosion control and lake bank restoration products

References and more examples of projects are available upon request

BORIS STAN BELFER, M.S.C.E.

Education: 1985-1990

Moscow State University of Transportation, Russia.
Master of Science Degree in Civil Engineering.

Professional Experience (1990-2015):

- Communication with clients, contract administration and project coordination.*
- Management of industrial, commercial, and residential projects.*
- Permits acquisition, mediation and negotiation with government agencies.*
- Site planning, engineering design and calculations.*
- Final plans production and review.*
- Construction supervision, inspections and close-out.*

Affiliations:

American Society of Civil Engineers.
National Society of Professional Engineers.

Certifications:

Professional Registration LV 327234 (European reciprocity)
Instructor for Florida Department of Environmental Protection #188.

Publications:

15 scientific works relating to drainage and stability of structures

Representative projects:

CCL Consultants

10,500 acres - City of Weston, Subdivisions Plans for Arvida JMB Partners

- Weston is a home-town community of 15,000 homes, 200 acres of parks and more than 1,500 acres of protected conservation land.
- Design involvement included local and collector roadways, paving, grading, drainage, water and sewer as well as preparation and submittal of minor and major modifications.

Shah Drotos

1,682 acres - Central County Neighborhood Improvement Project (CCNIP) for BCOES

- The Central County Neighborhood Improvement Project (CCNIP) includes 21,300 residents, and 5,029 homes with 3,678 septic tanks.
- The planned improvements for the area included 53 miles of roadways, 35 miles of sidewalk, and 84 miles of pipeline.

Ralph Denuzzio & Associates

830 acres - Surface Water Management System in Woodfield County Club for LANG Management.

- Woodfield Country Club is family oriented community, consisting of 15 subdivisions with 1300 single family homes and townhouses, 18 hole championship golf course, tennis center and many other features.

- Involved evaluation and analysis of existing surface water management system, drainage calculations, inspections and remediation report – to eliminate flooding condition.

Ralph Denuzzio & Associates

97 Acres - Drainage Forcemain for City of Sweetwater, Miami-Dade

- Design involvement included preparation and submittal of Maintenance of Traffic Plan and Storm Water Pollution Prevention Plan. City's condition to keep residential streets accessible for local residents and commitment for water quality made it a challenging task. Project required intimate knowledge of FDOT standards, MUTCD guidelines and FDEP regulations. It was completed in extremely short period of time.

Ralph Denuzzio & Associates

36 Acres - Design and Permitting for Lake Heights Development Residential subdivision, Nassau, Bahamas.

Ralph Denuzzio & Associates

39 acres - Re-design Pavement Grading and Drainage at the existing shopping center, add surface water management areas and resolve utility conflicts in order to stop flooding problems, Winn-Dixie Plaza, City of Sunrise, Florida

GGB Engineering, Inc.

475 Acres - GPS Survey of construction defects, forensic GIS and report for Long Lake Ranches, Davie, FL.

GGB Engineering, Inc.

320 Acres - GPS Survey of construction defects, forensic GIS and report for Riverstone, Davie, FL.

GGB Engineering, Inc.

69 Acres - Lift Station calculations and South Florida Water Management District Permit modification for Mediterra at Woods Edge, West Palm Beach, FL.

GGB Engineering, Inc.

40 Acres - Drainage, Water and Sewer Design for Colonial-Winkler Cornerstone Group, Lee County, FL.

GGB Engineering, Inc.

10 acres - Paving, Grading, Drainage, Water, Sewer and offsite roadway improvements for Weinbaum Yeshiva High School, Boca Raton, FL

GGB Engineering, Inc.

6.5 acres - Civil engineering design and permitting for 275 room hotel with 40,000 sf retail and 4 outparcels, City of Hollywood, FL

Ciudad Ventura

73 Acres - Quality Engineering for Residential Subdivision, Babohoyo, Los Rios Ecuador.

Allstate Resource Management

173 Acres - GIS for surface water management analysis and drainage improvements,

Avalon residential subdivision, Broward County.

Landshore Enterprises, LLC d/b/a Erosion Restoration, LLC

300 acres - Canal bank stabilization, seawall design and calculations for Oakland Estates, City of Laderdale Lakes, Broward County, FL

Landshore Enterprises, LLC d/b/a/ Erosion Restoration, LLC

4,000 feet - Consulting on Broad Beach revetment for Trancas Property Owners Association, Malibu, CA

Other Project Experience:

- Planning for State projects:

Andrews Avenue, Ft. Lauderdale

Okeechobee Road, Palm Beach County

Hallandale Beach Blvd., Dade County

I-95, Dade County

- Developing Cross Sections:

State Road 7 and Sample Road Intersection, Broward County

- Developing Profiles:

Andrews Avenue Extension, Broward County

- Drainage Design:

Powerline Road, Broward County.

- Geometric Design:

Access Road for Roosevelt Bridge, West Palm Beach

Stirling Road and I-95 Intersection, Broward County

- Flexible Pavement Design:

Port St. Lucie Blvd., Palm Beach County

- Storm Water Pollution Prevention Plans:

Copans Road, Broward County

- Digital Terrain Modeling:

Andrews Avenue Ext., Ft. Lauderdale

17th St. Causeway, Ft. Lauderdale

Emerald Estates, Hollywood

ARELIS VAN DEN BERG

Highly motivated and dedicated professional with over 15 years of experience developing and implementing financial systems, strategies, processes and controls that helped improved results. Computer skills include proficiency in Excel, Great Plains, FRX, Integration Manager, QuickBooks and MS Office. Bilingual Spanish/English.

PROFESSIONAL EXPERIENCE

LANDSHORE® ENTERPRISES, LLC

D/B/A EROSION RESTORATION, LLC – Fort Lauderdale, FL

2012-Present

Shoreline Protection Specialists in business since 2002.

Owner/Managing Member/Executive Officer

July 2012-Present

Office Administrator. Responsible for financial reporting, billing, day to day customers/receivables, day to day vendors/payables and payroll. Prepare presentations for investors and financial institutions. Assist with proposals.

Key accomplishments:

- ◆ Assisted with the implementation of CRM software for the Company.
- ◆ Built databases to support operations crew.
- ◆ Improved payables system.

SMF ENERGY CORPORATION, INC. – Fort Lauderdale, FL

September 2002-July 2012

NASDAQ Listing: FUEL

Petroleum product distributor company with annual revenues of approximately \$230M.

Director, Financial Planning & Analysis

November 2008-July 2012

Responsible for SEC financial reporting. Prepare presentations in support of board and shareholders meetings and monthly/quarterly senior leadership meetings on an accurate and timely basis. Assist with annual operating plan and budget.

Key accomplishments:

- ◆ Improved work references system that ties back to the numbers on the SEC filings.
- ◆ Spearheaded the implementation of XBRL reporting for the Company.
- ◆ Built databases to support the accounts payable department and other departments.
- ◆ Participated in the reduction of the month end closing process from 20 days to 6 days which gave management financial data to make informed decisions about the Company.

Director, Corporate Accounting & Financial Reporting and Assistant Controller

February 2006-November 2008

Promoted to Director position to direct accounting functions. Supervise 4 accountants and oversaw financial analysis, audits, G/L, A/R, A/P, Inventory and Fixed Assets accounting in accordance with US GAAP standards. Manage external financial relationships with auditors and tax accountants.

Key accomplishments:

- ◆ Assisted in the conversion and consolidation of legacy accounting systems to Dynamics GP.
- ◆ Created a new general ledger chart of accounts that supported the new direction of the Company.
- ◆ Analyzed financial statements trends and provided accurate and reliable financial data to management.

Accounting and Reporting Manager/Supervisor

December 2004-February 2006

Performed monthly and year-end closings. Responsible of the consolidation of two recently acquired subsidiaries. Prepared internal management reports. Reconciled general ledger accounts and worked closely with auditors in reviews and yearly audits.

Key accomplishment:

- ◆ Successfully consolidated the financial statements of two recently acquired subsidiaries with different accounting systems and provided accurate financial reporting to internal management.

Staff/Inventory Accountant

December 2002-December 2004

Responsible for the reporting of the fuel inventory. Analyze and tracked fuel inventory. Assisted Corporate Controller with reports to management.

Key accomplishments:

- ◆ Revamped the physical inventory calculation and tracking system to report more reliable physical count.
- ◆ Created fuel inventory method by utilizing the measurements charts of the fuel trucks.

Entry level Accountant

September 2002-December 2002

- ◆ Processed and reviewed invoices for customers.
- ◆ Run reports for billing supervisor and for customers.

DILLER AND FISHER, REALTORS – Stone Harbor, NJ

February 2001-March 2002

Privately owned real estate company located in New Jersey.

Accountant- Accounts Receivable

Controlled all aspects of rental payments including cash receipts and cash disbursements. Maintained landlord records including monthly transactions. Handled daily accounts receivable functions including cancellations, returned deposits, and transfers.

Key accomplishments:

- ◆ Executed effective cash management strategies for cash receipts from rental income.
- ◆ Aided in various accounting and real estate activities as needed.
- ◆ Exhibited exceptional levels of customer service.

EDUCATION

Bachelor of Business Administration, Accounting (1998)
UNIVERSITY OF PUERTO RICO – Puerto Rico

LICENSURE

Certified Public Accountant – Puerto Rico
2001

#8



CITY OF POMPAÑO BEACH
BUDGET ADJUSTMENT

ORIGINATING DEPT.

CIP/CITY ENG

DATE

1-20-16

ACCOUNT DESCRIPTION	FND	DP	DV	SUB	EL	OB	AVAILABLE FUNDS	CURRENT BUDGET	* INCREASE	* DECREASE	REVISED BUDGET
WORKING CAPITAL	001	99	10	999 99	99	200	1,155,356	1,155,356	7	75,476	1,105,356
GOLF REPAIRS PROJ. #15295	482	75	73	576	65	12	6600	525,248	75,476		600,724
TRANSFER OUT GOLF GEN FD	482	00	00	381	10	01			75,476		
TRANSFER OUT TO GOLF	001	99	10	549	91	15			75,476		

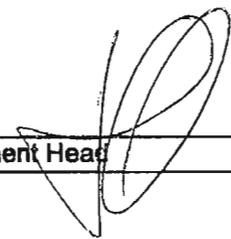
* USE WHOLE DOLLARS ONLY

TOTAL

75,476	75,476
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REASON

OFFSET COSTS TO REPAIR DOG PARK LAKES (SOUTH OF GOLF COURSE),
 BANKS IN NEED OF EROSION CONTROL REPAIRS ASAP. ALSO,
 MAKE EXTRA FUNDING (\$8,276) AVAILABLE FOR CONTINGENCY USE.
 PROJECT IS SOLE SOURCE.

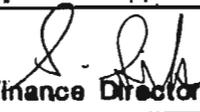
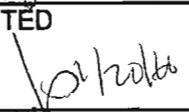
Department Head  1/20/16
 Date

Adjustment is within total budget of department
 Adjustment requires only City Manager approval
 Adjustment requires City Commission approval

- Yes No
 - Yes No
 - Yes No

Adjustment approved at City Commission Meeting of _____

Agenda 2/9/16

Finance Director  1/20/16 Date	Budget Office _____ Date	City Manager _____ Date	AUDITED BY  Date	INPUT BY _____ Date	CONTROL NO. _____
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Distribution By Finance: White Copy - Finance Yellow Copy - Department Pink Copy - Budget

