

RESOLUTION NO. R-DCRA-2025-36

A RESOLUTION OF THE HOLLYWOOD, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY ("CRA"), APPROVING AND AUTHORIZING THE APPROPRIATE CRA OFFICIALS TO INCREASE THE CONTRACT DURATION WITH OCEAN RESCUE ALLIANCE, INC. BY AN ADDITIONAL 180 DAYS.

WHEREAS, the Community Redevelopment Agency ("CRA") obtained from Ocean Rescue Alliance, Inc., ("ORA") design, construction, and deployment services that were required to implement a project for four near shore Artificial reefs in an expeditious fashion (the "Project"); and

WHEREAS, by constructing an artificial reef in four locations, residents, guests, and visitors will enjoy their stay in Hollywood and the reef construction will build a stable habitat for marine organisms; and

WHEREAS, on October 4, 2023, the CRA Board passed and adopted Resolution No. R-DCRA-2023-58 approving an agreement with ORA for the Project in an amount not to exceed \$633,560.00; and

WHEREAS, On April 20, 2024, a Notice To Proceed was issued with 350 days to substantially complete the Project; and

WHEREAS, due to the weather, the Project was delayed, and on May 20, 2025, a 120-day extension was issued; and

WHEREAS, during the month of May 2025, ORA successfully deployed 50 reef modules in four locations along Hollywood beach; and

WHEREAS, release of the last payment is contingent upon receiving all final governing permitting agency approvals; and

WHEREAS, since all final permitting approvals are still pending, the CRA Executive Director requests a 180 days increase in the duration of the agreement; and

WHEREAS, the Executive Director of the CRA recommends that the CRA Board authorize the appropriate CRA officials to extend the agreement with ORA.

NOW, THEREFORE, BE IT RESOLVED BY THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution, by the appropriate CRA officials, of a 180-day increase to the Agreement with Ocean Rescue Alliance, Inc.

Section 3: That it approves and authorizes the Executive Director to execute all applicable agreements and documents to implement the Project, together with such non-material changes as may subsequently be agreed to by the Executive Director and approved as to form and legal sufficiency by the General Counsel.

Section 4: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 3rd day of September, 2025.

ATTEST:



PHYLLIS LEWIS, BOARD SECRETARY

HOLLYWOOD, FLORIDA COMMUNITY  
REDEVELOPMENT AGENCY

  
JOSH LEVY, CHAIR

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

Damaris Henlon  
DAMARIS HENLON  
GENERAL COUNSEL

# CITY OF HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY MEMORANDUM

**DATE:** May 20, 2025

**FILE:** CRA-2025-34

**TO:** George R. Keller, Jr. CPPT  
Executive Director, CRA

**VIA:** Susan Goldberg  
Deputy Director, CRA

DS  
SG

**THRU:** Otis Thomas  
Director, Procurement and Contract Compliance

DS  
DocuSigned by:  
Otis Thomas 5/22/2025  
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**FROM:** Francisco Diaz Mendez  
Senior Project Manager, CRA

DS  
FDM

**SUBJECT:** Recommendation to extend 1000 Mermaids Project Corp (dba) Ocean Rescue Alliance Agreement and Blanket Purchase Agreement No. PA600887 for Design, Construction and Deployment of Artificial Reefs and Coral Restoration Program up to 120 days without changes to the terms of the agreement and no additional cost to the total of the original approved Blanket amount of \$633,560.00. The 120-day extension will cover the period of April 9, 2025 – August 7, 2025.

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**ISSUE:**

The Hollywood, Florida Community Redevelopment Agency (“CRA”) is requesting a 120-day extension for the Nearshore Mermaid agreement (BCRA 20-022) with Ocean Rescue Alliance and Blanket Purchase Agreement No. PA600887 for the fabrication and installation of artificial reef modules without changes to the terms of the agreement and no additional cost to the approved blanket. The reason for the extension is to retain the services of Ocean Rescue Alliance for continued installation of the remaining artificial reef modules. The Vendor, Ocean Rescue Alliance, was delayed with their timeline execution of services due to issues with finances and weather conditions affecting the ocean.

**AUTHORITY:**

**§ 38.49 TERMINATION, EXTENSION AND RENEWAL OF CONTRACTS.**  
**(B) Extensions.**

*The CRA Executive Director or designee is authorized to extend for a maximum of 120 days, any contract entered into by the CRA pursuant to CRA Board approval. Any further extensions of such contract require CRA Board approval, subject to all requirements of the Procurement Code.*

Funding has been provided in the fiscal year 2025 budget for the BCRA in Account Number 163.639901.55200.563010.001599.000.000.

**RECOMMENDATION:**

Approval 1000 Mermaids Project Corp (dba) Ocean Rescue Alliance Blanket Purchase Agreement No. PA600887 for up to 120 days from April 9, 2025, to August 7, 2025, for Design Construction and Deployment of Artificial Reefs and Coral Restoration Program without changes to the terms of the agreement and no additional cost to the original approved Blanket amount of \$633,560.00.

Signed by:

*George R. Keller, Jr. CPPT*

5/21/2025

APPROVED BY: *George R. Keller, Jr. CPPT*  
Executive Director, CRA

Date:

Attachments: Original Agreement

Original BPA

Resolution No. R-CRA 2023-58

Noticed To Proceed

Approved Certificate of Insurance

Proof of Payment to Vendor Spreadsheet



## Blanket Purchase Agreement PA600887

*Supplier Details:*

Company 1000 Mermaids Project Corp (dba) Ocean Rescue Alliance  
Contact Shelby Thomas  
Address 401 E. Las Olas Blvd. Ste. 130-353  
Fort Lauderdale, FL 33301

*Submit your response to:*

Company City of Hollywood, FL - CRA Beach Maintenance  
Contact Anuar, Moshe  
Address 1948 Harrison St  
Hollywood FL 33020  
Phone 1-954-921-3497  
Fax  
E-mail manuar@hollywoodfl.org

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Purchase Agreement with your Company based on the following:

RFP RFP-023-23-GJ; R-CRA-2023-58 dated 10/4/23; Agreement dated 4/4/24, NTP dated 4/26/24



## Blanket Purchase Agreement PA600887

Agreement	PA600887
Creation Date	13-MAY-2024
Revision	0
Agreement Amount	633,560.00 USD

**VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO [ACCOUNTSPAYABLE@HOLLYWOODFL.ORG](mailto:ACCOUNTSPAYABLE@HOLLYWOODFL.ORG).**

OR  
Mail To      **City of Hollywood**  
**Accounts Payable, Room 119**  
**P.O. Box 229045**  
**Hollywood, FL 33022-9045**      Supplier **1000 Mermaids Project Corp (dba) Ocean Rescue Alliance**  
**401 E. Las Olas Blvd. Ste. 130-353**  
**Fort Lauderdale, FL 33301**

## Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Destination
	<b>102915</b>	<b>Net 30</b>	<b>None</b>		
	Start Date	End Date	Shipping Method		
	<b>04/26/2024</b>	<b>04/09/2025</b>			
Initial Award Term	<b>04/26/2024</b>	<b>04/09/2025</b>			
First Renewal Period					
Second Renewal Period					
Third Renewal Period					
Fourth Renewal Period					

## Attachments

Type	File Name or URL	Title	Description
File	R-CRA-2023-058 Signed Ocean Rescue (002).pdf	R-CRA-2023-58 Signed Ocean Re	Dated 10/4/23
File	Agreement Signed Ocean Rescue 4.4.24.pdf	Agreement Signed Ocean Rescue	Dated 4/4/24
File	24Noticetoproceed.0426.pdf	24Noticetoproceed.0426.pdf	Dated 4/26/24
File	Ocean Rescue COI Backup.pdf	Ocean Rescue COI Backup.pdf	

Line	Item	UOM	Price	Expiration Date
1	Design, Construction and Deployment of Artificial Reef		583,560.00	
<b>Attachments</b>				
Type	File Name or URL	Title	Description	
2	Coral Restoration Program		50,000.00	
<b>Attachments</b>				



Blanket Purchase Agreement PA600887

Line	Item	UOM	Price	Expiration Date
Type	File Name or URL	Title	Description	



## TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

### MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

### ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

### EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of Seller. Such grant must be in writing and made part of the order.

### DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

### TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller, will be liable for excess costs of reprocurement.

### F.O.B.

In those cases where F.O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

### TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

### INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

### TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

### RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

### ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

### DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

### INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected



## Blanket Purchase Agreement PA600887

commodities shall remain the property of the Seller and will be returned at the Seller's expense.

### QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

### PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

### ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

### UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

### LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

### LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

### INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

### OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

### REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

### PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

### INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

### WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.



Blanket Purchase Agreement PA600887

In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

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Signature: Otis Thomas  
Interim Director, Procurement and Contract Compliance

## CONTRACT

THIS AGREEMENT, made and entered into, this 4 day of APRIL, 2024, by and between the CITY OF HOLLYWOOD, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY, party of the first part ("CRA"), and Ocean Rescue Alliance, party of the second part ("CONTRACTOR").

WITNESSETH: The parties, for the considerations set forth, mutually agree as follows:

Article 1. Scope of Work: The CONTRACTOR shall furnish all labor, materials, and equipment and perform all work in the manner and form provided by the Contract Documents for:

**Near Shore Mermaid**  
**Project No: BCRA 20-022**

Article 2. The Contract Sum: The CRA shall pay to the CONTRACTOR, subject to additions and deductions as provided in the Contract Documents, as follows:

Based upon the prices shown in the Proposal heretofore submitted to the CRA by the CONTRACTOR, a copy of the Proposal being a part of these Contract Documents, the aggregate amount of this Contract being the sum of up to \$633,560.00.

Article 3. Partial and Final Payments: The CRA shall pay the CONTRACTOR as follows:

- (a) On the 15th day, or the first business day thereafter, of each calendar month, the CRA shall make partial payments to the CONTRACTOR on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR, less ten percent (10%) of the amount of such estimate which is to be retained by the CRA until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the CRA; provided, however, that after 50% completion of the work covered by this Agreement, (i) the amount retained from each subsequent progress payment shall be reduced to 5% and (ii) upon presentation by the CONTRACTOR of a payment request for up to one-half of the retainage held by the CRA, the CRA shall promptly make payment to the CONTRACTOR. The parties' rights and obligations regarding retainage are further specified in Florida Statute Section 218.735.
- (b) Upon submission by the CONTRACTOR of evidence satisfactory to the CRA that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the WORK have been paid in full, and also, after all guarantees that may be required have been furnished and are found acceptable by the CRA, final payment on account of this Agreement shall be made within 60 days after completion by the CONTRACTOR of all work covered by this Agreement and acceptance of such work by the ENGINEER and approved by the CRA.

Article 4. Time of Completion: The CONTRACTOR shall commence work to be performed under this Contract within ten (10) consecutive calendar days after date of written Notice To Proceed and shall fully complete the Contract in accordance within the Contract Documents and meet all intermediate milestone completion dates required after the date of written notice as set forth in the Proposal and stated in the Notice to Proceed.

It is mutually agreed between the parties that time is the essence, and in the event that construction of the WORK is not completed within the Contract Time and per intermediate dates, as may have been modified solely in accordance with the General Conditions of this Contract, that from the compensation otherwise to be paid to the CONTRACTOR, the CRA is authorized and shall retain, for each day thereafter, Sundays and holidays included, the sum set forth in the Supplementary General Conditions below of this Contract as liquidated damages sustained by the CRA in the event of such default by the CONTRACTOR, or shall withhold such compensation for actual and consequential damages as may be stated therein or contemplated therefrom.

#### Supplementary General Conditions

Liquidated damages shall be paid by the CONTRACTOR to the CRA for failure to complete work on time in accordance with the following schedule:

CONSTRUCTION/STARTUP/ACCEPTANCE:		
<u>Major Milestones</u>	<u>Completion Time</u> <u>(Calendar days</u> <u>from Notice to</u> <u>Proceed issue</u> <u>date)</u>	<u>Liquidated</u> <u>Damages</u>
1. Substantial Completion	350	\$2500/day
2. Project Closeout	75	\$2500/day

Article 5. Additional Bond: It is further mutually agreed between the parties that if, at any time after the execution of this Agreement and the Payment and Performance Bonds required herein for the express purpose of assuring the faithful performance of the Contractor's work, the CRA shall deem the surety or sureties' to be unsatisfactory, or, if for any reason, said bonds cease to be adequate to cover the performance of the work, the CONTRACTOR shall, at his expense, within five days after receipt of notice from the CRA furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the CRA. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CRA.

Article 6. Contract Documents: All of the documents hereinafter listed form the Contract and they are as fully a part of the Contract as if attached hereto or repeated in this Agreement:

1. Contract

2. Proposal

3. Quote

In the event of conflict between the Contract and the Proposal and Quote, the terms and conditions of the Contract shall prevail.

Article 7. The rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida that is in effect prior to the date the city issues its invitation for bids. If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to the worker classification shall be the fringe benefit rate applicable to the worker classification with a fringe benefit rate that has a basic hourly wage closest in dollar amount to the worker classification for which no fringe benefit rate has been provided.

Article 8. No additional work or extras shall be performed unless the same be duly authorized by appropriate action of the CRA.

Article 9. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

Article 10. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of 12 months after final payment and shall immediately correct any defects which may appear during this period upon notification by the CRA or the Engineer.

Article 11. The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

Article 12. Insurance Coverage: The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR's operations under the Contract or Contract Documents, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under Workmen's Compensation, Disability Benefit and other similar employer's liability acts;
- B. Claims for damages because of bodily injury, sickness or disease, or death, or death of his employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

- D. Claims for damages covered by personal injury liability which are sustained (1) by any person as a result of any offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person;
- E. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

Certificates of Insurance: The Contractor shall obtain a Certificate of Insurance and endorsements reflecting the necessary coverages as required by the Contract Documents. Certificates of Insurance shall contain a provision that coverages afforded under the policies will not be canceled until at least 30 days prior written notice has been given to the CRA. The City of Hollywood Community Redevelopment Agency must be named as additional insured on all coverage with the exception of Workmen's Compensation. Policies shall be issued by companies authorized to do business under the Laws of the State of Florida. Policyholders and Financial Ratings must be no less than "A" and Class X respectively in the latest edition of "Best Key Rating Guide", published by A.M. Best Company.

### **Insurance Requirements**

#### **GENERAL LIABILITY (GL3):**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$2,000,000 Combined Single Limit (CSL)

General Aggregate	\$1,000,000
Products-Comp/Op Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Fire Damage	\$ 50,000
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Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of 12 months following the acceptance of work by the CRA.

The CRA shall be named as Additional Insured on all policies issued to satisfy the above requirements.

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#### GENERAL LIABILITY (GLXCU):

Recognizing that the work governed by this contract involves either underground exposures, explosive activities, or the possibility of collapse of a structure, the Contractor's General Liability Policy shall include coverage for the XCU (explosion, collapse, and underground) exposures with limits of liability equal to those of the General Liability Insurance policy.

#### VEHICLE LIABILITY (VL3):

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$500,000 per Person  
\$1,000,000 per Occurrence  
\$100,000 Property Damage

The CRA shall be named as Additional Insured on all policies issued to satisfy the above requirements.

#### WORKERS' COMPENSATION (WC2):

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance. Limits of Liability: Statutory State of Florida.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$500,000 Bodily Injury by Accident  
\$500,000 Bodily Injury by Disease, policy limits  
\$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-X, as assigned by the A.M. Best Company.

The policy must be endorsed to provide the CRA with 30 days' notice of cancellation.

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If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the CRA shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the CRA.

#### **POLLUTION LIABILITY: N/A**

The minimum limits of liability shall be:

\$1,000,000 each claim / \$2,000,000 aggregate

Including non-owned disposal sites

\*\*\*\*\*

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in three counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract:

HOLLYWOOD, FLORIDA COMMUNITY  
REDEVELOPMENT AGENCY  
Party of the First Part

By: JOSH LEVY, BOARD CHAIR (SEAL)

ATTEST:

  
PHYLLIS LEWIS,  
CRA Clerk

APPROVED AS TO FORM:

By DOUGLAS R. GONZALES  
Board Attorney

APPROVED AS TO FINANCE:

By YVETTE SCOTT-PHILLIP  
Budget Manager

**CONTRACTOR**  
Party of the Second Part

**WHEN THE CONTRACTOR IS AN INDIVIDUAL:**

Signed, sealed and delivered in the presence of:

(Witness) \_\_\_\_\_ (Signature of Individual) \_\_\_\_\_ (SEAL)

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(Witness) \_\_\_\_\_ (Signature of Individual) \_\_\_\_\_

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness)	(Name of Firm)	
(Witness)	(Signature of Individual)	(SEAL)

## WHEN THE CONTRACTOR IS A PARTNERSHIP:

(Witness) \_\_\_\_\_ (Name of Firm) a Partnership \_\_\_\_\_  
(Witness) \_\_\_\_\_ BY: \_\_\_\_\_ (SEAL) \_\_\_\_\_ (Partner)

WHEN THE CONTRACTOR IS A CORPORATION:

Attest:

Secretary

Ocean Rescue Alliance Inc  
(Correct Name of Corporation)

BY:

President

(SEAL)

\*\*\*\*\*

RESOLUTION NO. R-CRA 2023-58

A RESOLUTION OF THE HOLLYWOOD, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY ("CRA"), APPROVING AND AUTHORIZING THE APPROPRIATE CRA OFFICIALS TO EXECUTE AN AGREEMENT WITH OCEAN RESCUE ALLIANCE, INC. TO PROVIDE DESIGN, CONSTRUCTION, AND DEPLOYMENT SERVICES OF ARTIFICIAL REEFS IN AN AMOUNT UP TO \$583,560.00.

WHEREAS, the Community Redevelopment Agency ("CRA") desires to obtain design, construction, and deployment services that are required to implement four near shore artificial reefs project in an expeditious fashion; and

WHEREAS, by constructing an artificial reef, residents, guests, and visitors will enjoy their stay in Hollywood and the reef construction will build a stable habitat for marine organisms; and

WHEREAS, previously the CRA contracted Ocean Rescue Alliance, Inc. ("ORA") to construct a reef in deep water, and the CRA obtained a permit from the Army Corp for construction of four reefs near the shore along Hollywood Beach; and

WHEREAS, Section 38.43 of the Procurement Code states that when the estimated annual cost of goods, supplies, materials, equipment, or services exceeds \$50,000.00, a formal solicitation process shall be completed that may result in a written contract(s) and/or purchase order(s), after due public notice inviting bids or proposals; and

WHEREAS, on January 13, 2013, Request for Proposal Number RFP-023-23-GJ ("RFP") was electronically advertised on OpenGov.com to solicit qualified firms to provide the desired design, construction and deployment of artificial reef services; and

WHEREAS, the RFP resulted in one proposal from the following firm by the response due date:

- Ocean Rescue Alliance, Inc. ; and

WHEREAS, on March 16, 2023, the Selection Committee consisting of CRA and City Staff from the Office of Communications, Marketing and Economic Development, Parks and Recreation and Cultural Arts, and Community Redevelopment Agency, met to evaluate the proposal; and

WHEREAS, the Selection Committee evaluations were based on the following Evaluation Criteria established the RFP: Firm Project Execution and Management

Experience, Approach and Methodology for Complete production of the Modulus, Quality Control and Warranty, Past Performance – References, and Cost of Work; and

WHEREAS, based on the Evaluation Criteria, the Selection Committee evaluated the proposal, and the scores were compiled to arrive at the following:

- Ocean Rescue Alliance, Inc.: 81.25 Points ; and

WHEREAS, the Selection Committee recommends that the CRA Board authorize the negotiation and execution of an Agreement with Ocean Rescue Alliance, for a term of one year to provide design, construction, and deployment services; and

WHEREAS, funding for these services have been appropriated and exists in account number(s) 163.639901.55200.563010.001599.000.000.

NOW, THEREFORE, BE IT RESOLVED BY THE HOLLYWOOD, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That the CRA Board ranks the firm as follows:

Ocean Rescue Alliance, Inc.

Section 3: That it authorizes the appropriate CRA officials to execute an Agreement with Ocean Rescue Alliance, Inc. to provide design, construction, and deployment of artificial reef services and proposal for deployment of four reefs, in a form acceptable to the CRA Executive Director and approved as to form by the General Counsel.

Section 4: That the CRA Board authorizes the expenditure of additional funding in an amount up to \$50,000.00 above the \$583,560.00 by the appropriate CRA officials to execute a coral restoration program as part of this project.

Section 5: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

A RESOLUTION OF THE HOLLYWOOD, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY ("CRA"), APPROVING AND AUTHORIZING THE APPROPRIATE CRA OFFICIALS TO EXECUTE AN AGREEMENT WITH OCEAN RESCUE ALLIANCE, INC. TO PROVIDE DESIGN, CONSTRUCTION, AND DEPLOYMENT SERVICES OF ARTIFICAL REEFS IN AN AMOUNT UP TO \$583,560.00.

PASSED AND ADOPTED this 4<sup>th</sup> day of October, 2023.

ATTEST:

  
\_\_\_\_\_  
PHYLLIS LEWIS  
BOARD SECRETARY

  
\_\_\_\_\_  
HOLLYWOOD, FLORIDA  
COMMUNITY REDEVELOPMENT  
AGENCY

  
\_\_\_\_\_  
JOSH LEVY, CHAIR

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DOUGLAS R. GONZALES,  
GENERAL COUNSEL

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