

CITY OF HOLMES BEACH

# **INVITATION TO BID**

**ITB No: 24-PW003**

**SEASIDE GARDENS DRAINAGE IMPROVEMENTS**

**JUNE 28, 2024**

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## **PUBLIC NOTICE**

### **SEASIDE GARDENS DRAINAGE IMPROVEMENTS**

### **PUBLIC NOTICE AND ADVERTISEMENT FOR BIDS**

#### **INVITATION TO BID**

**ITB NO: 24-PW003**

**PRE-BID MEETING: NON-MANDATORY on TUESDAY, JULY 9, 2024 at 10:00 AM (EST)**

**BID DEADLINE: TUESDAY, JULY 30, 2024 at 9:00AM (EST)**

The City of Holmes Beach (City) has issued an Invitation to Bid (ITB) to interested, qualified and licensed contractors in the State of Florida, for the following services/project:

#### **SEASIDE GARDENS DRAINAGE IMPROVEMENTS**

#### **GENERAL DESCRIPTION OF THE WORK**

The City hereby solicits sealed bids for removal and construction of approximately 190 LF of stormwater pipe for drainage improvements in the Seaside Gardens Basin.

#### **DOCUMENTS**

ITB documents are available via [DemandStar](#).

All inquiries and questions considering this ITB, must be in writing (e-mail is acceptable), no later than Friday, July 12, 2024 at 4:00pm (EST) and must be directed to [Cityclerk@holmesbeachfl.org](mailto:Cityclerk@holmesbeachfl.org).

#### **SUBMISSION**

ITB forms and any required documents must be executed and submitted in a sealed envelope by the deadline date to the address listed below:

City of Holmes Beach  
City Clerk  
ATTN: ITB # 24-PW003  
5801 Marina Drive  
Holmes Beach, FL 34217

## INSTRUCTIONS TO BIDDERS

### 1. INSTRUCTIONS

- A. **Sealed bids must be delivered to City Hall, 5801 Marina Drive, Holmes Beach, Florida 34217, Tuesday, July 30, 2024 prior to 9:00am (EST).**
- A. The City will publicly open all timely submitted bids for the purpose of recording the names of the firms (“Bidders”) submitting bids on **Tuesday, July 30, 2024 at 9:01am (EST)** with a selection committee meeting to immediately follow.
- B. Bids not submitted on the attached bid forms shall be rejected. All bids are subject to the conditions specified herein. Bidders who do not comply with these conditions are subject to rejection.

### 2. SCHEDULE OF EVENTS

The City of Holmes Beach anticipates the following projected schedule for the ITB process. The City reserves the right at its sole discretion to revise the projected schedule at any time.

No.	Event	Date	Time
1	Advertisement/Distribution	Friday, June 28, 2024	4:00pm
2	Pre-bid Meeting - Non-Mandatory	Tuesday, July 9, 2024	10:00 am
3	Deadline to Submit Inquiries	Friday, July 12, 2024	4:00pm
4	Bid Due Date	Tuesday, July 30, 2024	9:00am
5	Bid Opening & Selection Meeting	Tuesday, July 30, 2024	9:01am

### 3. ITB DOCUMENTS

- C. This ITB document is issued by the City and all addenda and changes to the ITB documents shall also be issued by the City.
- D. It is the sole responsibility of each Bidder to ensure that the Bidder has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this ITB.
- E. The City is not responsible for any solicitations issued through a subscriber, publication, or sources other than through the City of Holmes Beach and DemandStar, and the Bidder should not rely on such sources for information regarding this ITB.
- F. ITB documents are available via [DemandStar](#).

### 4. PRE-BID MEETING

A **Non-Mandatory** will be held on **Tuesday, July 9, 2024, at 10:00 AM (EST)** at City Hall, 5801 Marina Drive, Holmes Beach, FL 34217. If mandatory, prospective Bidders are required to attend to be eligible for this ITB.

## 5. COMMUNICATION AND INQUIRIES

A. For information concerning this ITB, contact the City Clerk at:

City of Holmes Beach  
Stacey Johnston, MMC, City Clerk  
5801 Marina Drive, Holmes Beach, FL 34217  
(941) 708-5800, ext. 226  
[Cityclerk@holmesbeachfl.org](mailto:Cityclerk@holmesbeachfl.org)

- B. The Bidder shall review this competitive solicitation in its entirety to determine whether the City's scope of services, conditions, and requirements are clearly stated. If the Bidder has any questions regarding this competitive solicitation, the Bidder must submit such inquiries and requests for clarification via email only to the City Clerk at [Cityclerk@holmesbeachfl.org](mailto:Cityclerk@holmesbeachfl.org).
- C. These inquiries or requests for clarification must provide the questions along with the relevant section(s), subsection(s), paragraph(s), and page number(s) of the competitive solicitation being questioned by the Bidder. The City will consider only those communications and inquiries submitted via email and received by the City Clerk on or before **Friday, July 12, 2024, at 4:00pm EST** (the "Inquiry Deadline Date").
- D. The City will consider the Bidder's lack of communicating inquiries or requesting clarifications by the Inquiry Deadline Date to constitute the Bidder's acceptance of all the conditions and requirements as stated in this ITB and any amendments thereto.
- E. Unless the City Clerk specifically requests the Bidder to provide additional communications, the City may not accept or consider any of the Bidder's written or other communications and inquiries received between the Inquiry Deadline Date and the posting of an award, if any, under this competitive solicitation.
- F. To the extent the City determines, in its sole discretion, to respond to any communications, inquiries, or requests for clarification prior to the Inquiry Deadline Date, the City's response will be made in an addendum to this ITB and emailed to all persons requesting the ITB materials.
- G. No interpretation of data, including but not limited to surveys, plans, drawings, test results, and similar materials will be made to any Bidder, except for what is provided in this ITB or by written addendum.

## 6. ADDENDA

A. The City shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this ITB in the form of written addenda to the ITB.

- B. The City Clerk or designee will distribute any addenda via Demand Star. Bidder is responsible for checking their account for addenda to verify whether any changes have been made to the ITB.
- C. The Bidder's authorized representative must acknowledge receipt of each addendum issued.
- D. Bidders are cautioned that any oral or written representation made by any person that appears to change materially any portion of the competitive solicitation documents shall not be relied upon unless subsequently ratified by a written addendum to this ITB issued by the City Clerk.

## **7. BID FORMATTING**

- A. Bidder shall preferably type or electronically enter the information onto its bid submittal to prevent errors in the evaluation.
- B. Illegible information may result in bid disqualification.

## **8. ECONOMY OF PRESENTATION**

- A. The Bidder must use sections and tabs that are clearly identified and must number and label all parts, pages, figures, and tables in its bid.
- B. The Bidder should prepare its bid simply and economically, providing a straightforward, concise description of the Bidder's capability to satisfy the conditions and requirements of this competitive solicitation (intricate bindings, colored displays, and promotional material are not desired). The Bidder's emphasis should be on completeness and clarity of content.
- C. To expedite the City's evaluation of the bid, it is mandatory that the Bidder follow the instructions contained herein.

## **9. BIDDERS SIGNATURE**

- A. Where the Bidder's signature is required, the Bidder's bid must contain the Bidder's authorized representative's manual signature, in permanent ink, in the space provided.
- B. The Bidder's authorized representative must initial all the Bidder's handwritten corrections (additions or deletions) in its bid.
- C. If the bid is made by a partnership, corporation, joint venture, or team, the name and address of the partnership or corporation or all members of the joint venture or team shall be shown together with the names and addresses of the partners or officers of all entities. If the bid is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers; if made by a joint venture or team, by one officer of each participating entity.

**10. COMPLETE BIDS REQUIRED**

The Bidder must complete and execute this competitive solicitation document, including any addenda, appendices, exhibits, attachments, requested information, and bid forms and submit them with and as a part of the Bidder's bid.

**11. BID FORMS AND DOCUMENTS**

- A. If this competitive solicitation includes forms for the submission of information, the Bidder must submit the requested information on the forms, attaching additional pages if necessary, or the City may reject the Bidder's bid.
- B. It should be noted that the estimated quantities are for bid purposes only and are not to be construed as actual quantities. The City reserves the right to increase or decrease the quantity of any item or delete items as may be deemed necessary without voiding the contract.

**12. FUNDING COMPLIANCE AND CERTIFICATIONS**

The Bidder must complete and execute all funding compliance forms and certifications including, but not limited to:

- A. Equal Employment Opportunity
- B. Employment Eligibility Verification – E-Verify
- C. Immigration Certification Affidavit
- D. Scrutinized Companies Certification
- E. Certification of Non-Boycott of Israel Form

**13. ERRORS OR OMISSIONS; INCONSISTENT BIDS**

- A. The Bidder should examine its bid carefully for any errors prior to submission. The Bidder is solely responsible for the accuracy and completeness of its bid. The Bidder's errors or omissions, if any, are solely at the risk of the Bidder and may be grounds for the City's finding the Bidder's bid is non-responsive.
- B. Any Bidder submitting inconsistent copies of its bid is subject to disqualification from further consideration under this ITB.
- C. Multiple bids from a single Bidder will be deemed non-responsive.

**14. EXCEPTIONS TO TERMS AND CONDITIONS WITHIN THE ITB**

If the Bidder desires to take exception to any portion of the terms and conditions of this ITB, the exception must be taken during the Inquiry Deadline Date. Exceptions noted within the response submittal will cause the response to be deemed non-responsive.

### **15. BID VALIDITY PERIOD**

The Bidder's bid shall, in its entirety, remain valid for ninety (90) calendar days after the Bid Due Date, or as otherwise required by applicable law.

### **16. BIDDER AFFIRMATION**

By submitting a bid, the Bidder affirms that the bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Bidder has not directly or indirectly induced or solicited any other person to submit a false or sham bid; the Bidder has not solicited or induced any person, firm, or corporation to refrain from submitting a bid; and the Bidder has not sought by collusion to obtain any advantage over other persons or over the City.

### **17. BID EXPENSES**

Bidders shall bear all costs and expenses incurred in developing, preparing, and submitting bids including, without limitation, costs for any oral presentations requested by the City.

### **18. DELIVERY AND LABELING OF SEALED BIDS**

- A. Sealed bids must be delivered to **City Hall, 5801 Marina Drive, Holmes Beach, Florida 34217, Tuesday, July 30, 2024 prior to 9:00am (EST).**
- B. All bids must be submitted in a sealed envelope with the following information clearly provided on the front of the envelope:

City of Holmes Beach  
City Clerk  
ATTN: ITB # 24-PW003  
5801 Marina Drive  
Holmes Beach, FL 34217

- C. Bids must be submitted with one (1) original marked "ORIGINAL", six (6) hard copies marked "COPY" and one (1) electronic copy in .pdf format on a flash drive.
- D. If the Bidder elects to mail in its Bid, the Bidder must allow sufficient time to ensure the City's receipt of the bid by the Bid Due Date. Regardless of the form of delivery, it is the Bidder's responsibility to ensure that the bid arrives at the City Clerk's Office no later than the Bid deadline.
- E. No bid may be withdrawn after the Bid deadline.
- F. Bids received after the scheduled time for opening will not be opened or considered and must be picked up from the City Clerk's Office by the Bidder within ten (10) calendar days of the scheduled time for opening. After that time, the late bid will be destroyed. Any

opened bids will be considered public records under Chapter 119, Fla. Stat., and will be kept accordingly.

## **19. BID OPENING**

- A. The City Clerk or designee will publicly open all timely submitted bids at City Hall as soon is as reasonable following the Bid Due Date, for the sole purpose of recording the names of the Bidders submitting bids.
- B. Any person requiring a special accommodation at City Hall because of a disability should call the City Clerk at least five (5) working days prior to the ITB opening at 941-708-5800, ext. 226 (voice) or (800) 955-8771 (TDD for persons with hearing or speech disabilities).

## **20. EVALUATION OF BIDS**

- A. Bids must be full, complete, clearly written, and include the required forms.
- B. In evaluating Bids, the City will consider Bidder's qualifications and whether the Bids comply with the prescribed requirements, unit prices, and other data as may be requested in the Bid Forms and Documents.
- C. The City may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as the City deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability, and capability to perform the Work in accordance with the Contract Documents, as that term is herein defined, to the City's satisfaction within the prescribed time.
- D. The City shall have the right to consider information provided by sources other than the Bidder.
- E. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- F. Documented poor performance of Bidders on previous contracts with other governmental entities will be considered during evaluation and may be sufficient cause not to award.

## **21. AWARD**

- A. Award recommendation will be to the lowest, most responsive, and responsible bid submittal offering the best value and is most advantageous to the City of Holmes Beach.
- B. The City reserves the right to award one or more contracts, in parts if not in whole, to a single or to multiple Bidders or to create a pool of approved Vendors/Contractors/Consultants.
- C. The City reserves the right to accept and award item by item, and by group, or in aggregate, unless the Bidder qualifies his proposal by specified limitations.

- D. The City reserves the right to negotiate directly with any and all persons or firms to such an extent as may be necessary for budgetary reasons.
- E. The City reserves the right to reject any or all bids, and to waive any irregularities in the bids received.
- F. After Award by the City of Holmes Beach, Bidders are invited to contact the City via email at [Cityclerk@holmesbeachfl.org](mailto:Cityclerk@holmesbeachfl.org), formally requesting "Awarded Bids", to obtain Award information.
- G. An Agreement for execution shall be mailed or otherwise furnished to the awarded Bidder. Within fifteen (15) days thereafter, the awarded Bidder shall sign and deliver the required number of contract counterparts of the Agreement and any other documents as may be required by the City Clerk. The Agreement will then be executed by the City and will become valid and binding. A copy of the Agreement will be provided to the Successful Bidder within three (3) working days of execution.

## **22. CONFORMED PROJECT DOCUMENTS**

Following the award of the Contract, the City may prepare conformed Project Documents reflecting addenda issued during the bid period, which will, failing objection, constitute the approved Project Documents.

## **23. FAILURE TO EXECUTE AND DELIVER DOCUMENTS**

- A. If a contract is to be awarded, it will be awarded within ninety (90) days after receipt of the Bids.
- B. If Bidder to whom a Contract is awarded within the period described above, fails or neglects to execute and deliver all required Contract Documents and file all required insurance certificates and other documents, the City may, in its sole discretion, rescind the award for Bidder's failure to enter into the contract documents.
- C. Upon the failure to timely deliver all required contract documents, the City may determine the next apparent qualified Bidder and proceed accordingly. Such award, if made, will be made within ninety (90) days after the opening of the Bids, or as soon as practicable thereafter.

## **24. GOVERNMENT IN THE SUNSHINE; PUBLIC RECORDS**

- A. All submitted material will be subject to Florida's Public Records Law. All Bidder's should prepare their bid with the understanding that it will become available to the public at some time. All Bidders acknowledge that all information contained within the bid is subject to disclosure under the State of Florida's Public Records Law.
- B. The City is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of any bid. No information should be labeled confidential unless exempted under said law.

## INSTRUCTIONS TO BIDDERS

- C. Pursuant to Section 119.071(1)(b)2., F.S., bids may be exempt from public disclosure for thirty (30) days after opening of the bids or until such time as the City provides notice of an intended decision, whichever comes first. It is not necessary for Bidders to claim this temporary exemption.
- D. ITB tabulations will be made available to all Bidders via DemandStar. Upon written request, copies can be provided pursuant applicable public records law. ITB tabulations will not be provided by telephone.

## GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made by the City of Holmes Beach by all prospective Bidders. All Special Conditions in this ITB or any standard or sample agreement or contract that may be in variance with these General Terms and Conditions shall have precedence over these General Terms and Conditions.

### 1. DEFINITIONS

Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the contract documents.

Agreement - The written contract between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidding Documents - The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

Bond - Performance and payment bonds and other instruments of security.

Change Order - A written order to Contractor signed by Owner and Contractor authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued on or after the effective date of the Agreement.

City - The City of Holmes Beach, Manatee County, Florida.

Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the execution of the Agreement) when attached as an exhibit to the Agreement, the Bonds, Instructions to Bidders, these General Conditions, any Supplementary Conditions, the Specifications and the Drawings, any other exhibits identified in the Agreement, together with all modifications issued after the execution of the Agreement

Contract Price - The Contract price constitutes the total compensation (subject to authorized adjustments) payable by Owner to Contractor for performing the Work.

Contract Time - The number of days or the date stated in the Agreement for the completion of the Work.

Contractor - The Person with whom the Owner has entered into the Agreement. For the purposes of this contract, the person, firm or corporation with whom this contract or agreement has been made by the City of Holmes Beach or its duly authorized representative.

Drawings - The drawings, which will be identified in Technical Specifications or the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by Engineer and are referred to in the contract documents. Shop Drawings are not Drawings as so defined.

Engineer - The duly appointed representative of the City of Holmes Beach. For the purposes of this contract, the City Engineer of the City of Holmes Beach, Manatee County, Florida, or his authorized representative. For certain projects, the Engineer may serve as the Owner's Representative during construction.

Furnish - The words "furnish", "furnish and install", "install", and "provide" or words of similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

Inspection - The term "inspection" and the act of inspecting means examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending, or overseeing.

Laws and Regulations - All applicable laws, rules, regulations, ordinances, codes, and orders of any kind of governmental bodies, agencies, authorities, and courts having jurisdiction.

Notice to Proceed (NTP) - A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligations under the Contract Documents.

Owner - The City of Holmes Beach, Florida. For the purposes of this contract, the person who is the City's authorized representative from the City's Department with whom will be responsible for the maintenance and operation of the Work once the Work is completed. For certain projects, a designee of the Owner may serve as the Owner's Representative during construction.

Owner's Representative - Designee of the Owner with authority to act on behalf of the Owner during construction.

Person - A natural person, or a corporation, partnership, firm, organization, or other artificial entity

Project - The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by Contractor to illustrate material or equipment for some portion of the Work.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - A person having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - The Work (or a specified part thereof) which has progressed to the point where, in the opinion of Owner, it is sufficiently complete, in accordance with the Contract documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

Supplementary Conditions - The part of the Contract which amends or supplements these General Conditions.

Unit Price Work - Work to be paid for on the basis of unit prices.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

## **2. ADA COMPLIANCE**

- A. Bids and other documents submitted by the Bidder to the City, of which are required to be posted on the City's website, must be accessible under the "WCAG AA" (Web Content Accessibility Guidelines, Level AA) to adhere to the Americans with Disabilities Act (ADA) compliancy guidelines.
- B. In the event the Bidder is unable to provide the applicable documents to the City in an ADA-compliant format, all applicable documents must be submitted in the original format (Word, PowerPoint, etc.) and the City can convert the document(s) at a cost of \$2.95 per page or the current contracted rate. The Bidder shall be solely responsible for all associated fees. For questions or requests to the City to convert applicable documents, contact the City at 5801 Marina Dr., Holmes Beach, Florida 34217, (941) 708-5800 ext. 226, or email the City at [Cityclerk@holmesbeachfl.org](mailto:Cityclerk@holmesbeachfl.org).
- C. For information on providing documents in an ADA-compliant format, please refer to the U.S. Department of Health and Human Services Website regarding digital communications <https://www.hhs.gov/accessibility.html>.

### **3. BIDDER'S EMPLOYMENT OF UNAUTHORIZED ALIENS**

- A. Employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the awarded Bidder knowingly employs unauthorized aliens, such violation shall be cause for the City's unilateral cancellation of the contract.
- B. Additionally, pursuant to section 448.095(2), Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

### **4. BUDGETARY LIMITATIONS**

The City of Holmes Beach reserves the right to reject any line item or items submitted on Bid Forms or increase or decrease quantities as required due to budgetary limitations.

### **5. CITY'S RESERVED RIGHTS**

- A. To evaluate the Bidder's qualifications through a selection committee comprised of designated City staff or other representatives.
- B. To conduct pre-award discussions with any responsive and responsible Bidders who submit bids determined to be apparently qualified. Such discussions may include, but not be limited to, personal interviews with and presentations before a selection committee.
- C. To request that Bidders modify their bid to meet the needs of the City more fully or to furnish additional information as the City may reasonably require.
- D. To accord fair and equal treatment with respect to any opportunity for discussions and revisions of bids. Such revisions may be permitted after submission of bids and prior to award.
- E. To request additional qualification information.
- F. To hold meetings and interviews, and conduct discussions and correspondence, with one or more Bidders to seek an improved understanding of any information contained in a bid.
- G. To seek clarification from any Bidder to fully understand information provided in a bid and to help evaluate and rank, if applicable, the Bidders.
- H. To limit or determine the actual services to be included in the contract with the awarded Bidder.
- I. To obtain information from any available sources for use in evaluating the bids.
- J. To waive any irregularity in any bid, or reject any or all submittals, in part or in whole, should it be deemed to be in the best interest of the City to do so.

- K. To reject any or all nonconforming, non-responsive, unbalanced, or conditional bids and reject the bid of any Bidder as non-responsive as a result of any error or omission in the Bid.
- L. To reject any or all Bids and to re-issue the ITB.
- M. To accept any bid as a best and final offer.

## **6. COMPLIANCE REQUIREMENTS**

Bidders acknowledge and understand that the project contemplated by this ITB is being constructed on public property owned by the City of Holmes Beach. Accordingly, in order to secure the property, protect residents and staff, and otherwise comply with applicable law, the Bidder agrees to all provisions and instructions contained in this bid document, and agrees that the failure of Bidder to comply with any of these provisions and instructions may result in the termination of any awarded contract by the City.

## **7. DEFAULT**

- A. The Awarded Bidder may be in Default of the contractual obligations if any of the required documents are not submitted in a timely manner and in the form required by the City. If the Awarded Bidder is in default, the City, through the City Clerk, will void its acceptance of the Awarded Bidder's Bid and may determine to accept the offer from the second lowest, most responsive, and responsible Bidder, or the City may re-advertise the ITB.
- B. If the Bidder defaults after the City awards a bid, the Bidder shall pay to the City of Holmes Beach, as liquidated damages, an amount equal to five percent (5%) of the bid amount. A successful Bidder who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with the City of Holmes Beach. Failure to deliver one (1) or more items will be viewed as delivery default and will be considered grounds for canceling contract. Penalties may be assessed when failure to deliver places a financial burden on the City.

## **8. DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS**

Bidders are required to be registered with the Division of Corporations and the Department of Business and Professional Regulation, if applicable. Those licensed to perform duties outlined in contract documents must provide copies of all active Florida licenses, and other documentation demonstrating the appropriate registrations and proof of qualifications. All registered Bidders must have active status with the Florida Division of Corporations in order to be eligible to do business with the City of Holmes Beach. Bids received from Bidders with an inactive status will be considered nonresponsive.

## **9. CANCELLATION OF SOLICITATIONS**

- A. An ITB or other solicitation may be canceled, and any bid, bid response, or offer may be rejected in whole or in part when, in the City's sole judgment, doing so is in the best interest of the City.
- B. Notice of cancellation shall be published or posted in the same manner as notice of the solicitation. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar items.

## **10. COMPLIANCE WITH REGULATIONS**

All applicable federal, state, county, and local laws, ordinances, rules, and regulations must be adhered to. Lack of knowledge by the Bidder will in no way relieve the Bidder of the responsibility of complying with all applicable laws. The Bidder must provide all applicable insurance, permits, licenses, etc., required by federal, state, or county law to furnish services under the scope of any awarded contract. The successful Bidder must not be in violation of any City zoning or other City ordinances in the performance of this contract.

## **11. CONFLICTS OF INTEREST AND KICKBACKS**

- A. All bid awards are subject to Section 43-19. - Conflict of Interest, City of Holmes Beach Code of Ordinances, which states: "The City shall not engage in contracts with consultants or professionals whose prior record, work history and experience indicate ongoing business relationships that may be substantially in conflict with the duties and services that will be required by the City. ... In addition to any other penalty or consequence provided for in law or this code, any professional or consultant submitting false information to or on behalf of the City, disclosing or releasing information concerning an actual or planned procurement activity which information is deemed confidential or is otherwise not known to the general public or otherwise repeatedly failing to comply with the City's ethical standards and regulations shall be deemed to be in violation of this code and shall be subject to prosecution, state ethics complaints, reporting to professional or licensing authorities, contract cancellation, suspension and/or debarment, as the mayor or designee deems appropriate."
- B. All Bidders, contractors, and sub-contractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- C. Any Bidder giving or offering to any employee or official of the City of Holmes Beach, either directly or indirectly, any rebate, percentage of contract, money, or other things of value as an inducement or intended inducement in the procurement of this or any other bid shall be deemed in violation of this agreement in addition to being in violation of any other municipal, county, state, or and federal laws.

## **12. CRIMINAL ACTS**

Employment on the project by the Bidder, or any of its subcontractors, employees, or independent contractors, with any prior convictions of any crimes against children, crimes of violence, or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Bidder shall remove such person from the project and the property. The City shall have the right to terminate any awarded contract if the Bidder does not comply with this provision.

## **13. COMMODITY AND PRODUCT INSPECTIONS**

All items shall be subject to inspection after receipt at their destination. Any deviation from the specifications, shortage of weights, and any commodities that are found to be inferior or otherwise not in conformity with the construction documents, the City of Holmes Beach shall have the right to reject. Further, the rendering of inferior products or poor service shall constitute a breach of contract and upon receipt of written notification of unsatisfactory performance, the contract shall be terminated immediately.

## **14. DRUG FREE WORKPLACE CERTIFICATION**

The City of Holmes Beach shall require that the successful Bidder certify that it has implemented a Drug Free Workplace.

## **15. ELIGIBILITY OF BIDDER**

To be eligible to respond to this ITB, the Bidder must have prior experience performing the services or manufacturing or delivering the products described in this ITB and shall provide eligibility experience with the Bid.

## **16. GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the Bidder understands the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the Bidder shall be to terminate any further services under the contract.

## **17. INSUFFICIENT FUNDS**

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Bidder of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

## **18. INSURANCE REQUIREMENTS**

The Bidder shall comply and provide insurance as required in the Standard Agreement.

## **19. THE LICENSES, PERMITS, AND TAXES**

The Bidder shall comply with all rules, regulations, laws, and permitting requirements of the City, Manatee County, the State of Florida, and the United States. The Bidder shall abide by all ordinances and laws pertaining to its operations and shall secure, at Bidder's expense, all licenses and permits necessary for construction and operation less the necessary water management district permits.

## **20. LOBBYING LIMITATIONS (CONE OF SILENCE)**

No Bidder nor any prospective Bidder, including a potential Bidder or Bidder's representative, shall contact, communicate with, or discuss any matter relating in any way to this ITB with any member of the City of Holmes Beach City Commission, Mayor, or any employee of the City other than the City Clerk or designee, unless such communication is authorized as part of the selection process for this ITB. This prohibition includes copying such persons on written communications with the purchasing agent but does not apply to presentations made to evaluation committees or at a City Commission meeting where the Commission is considering approval of a proposed contract. This prohibition begins with the issuance of the ITB and ends thirty (30) days after the posted award. Any such communication initiated by a Bidder or prospective Bidder shall be grounds for disqualifying the offender from consideration for award pursuant to this ITB and for any other solicitations the City may issue in the future.

## **21. NONCOMPLIANCE WITH CONTRACT**

Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the City of Holmes Beach.

## **22. NON-PERFORMANCE**

- A. Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.
- B. In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract, in addition to any other remedies.

## **23. OWNERSHIP OF DOCUMENTS**

All documents resulting from this solicitation will become the sole property of the City. The Bidders must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Bidders upon termination of any awarded contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

## **24. PAYMENTS**

- A. The City's standard payment terms are defined in the Standard Agreement bid attachment.

- B. Each Application for Payment shall be based on the schedule of values provided on the Bid Form.

**25. PRICING**

- A. The Bidder certifies that prices, terms, and conditions in the Bid will be firm for acceptance for a period of ninety (90) days from the date of Bid opening unless otherwise stated by the City.
- B. Prices shall be firm, with no escalator clauses unless specified by the City.
- C. Goods and services sold to the City under this ITB, and the ensuing contract shall be less all federal, state, and local taxes since the City has tax-exempt status.
- D. The unit pricing, submitted by Bidder, on the Bid Form Schedule of Values, shall be the basis for determining the cost of any proposed changes to the Work and for determining the amount of final payment.
- E. The bid price shall be considered all-inclusive and shall include the cost of all applicable license fees, labor, equipment, materials, traffic control, removal of USA markings, insurance, and other services as required to perform the Work.

**26. PROHIBITION AGAINST AWARD TO CERTAIN PERSONS OR ENTITIES**

No person or business entity shall be awarded a contract by the City for the provision of commodities or services if that person or entity:

- A. Has been convicted of bribery or attempting to bribe a public officer or employee of the City, the State of Florida, or any other public entity, including but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- B. Has been convicted of a conspiracy or collusion among prospective offerors in restraint of freedom of competition, by agreement to offer a fixed price, or otherwise; or
- C. Has been convicted of a violation of an environmental law that, in the reasonable opinion of the mayor, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible manner; or
- D. Has made an admission of guilt of such conduct described in subsections (a), (b) or (c) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution.

**27. PROHIBITION AGAINST SOCIAL, POLITICAL, OR IDEAOLOGICAL PREFERENCE**

Pursuant to Section 287.05701, Florida Statutes, the City may not request documentation of or consider a Bidder's social, political, or ideological interesting when determining if the Bidder is a

responsible Bidder and may not give preference to a Bidder based on the Bidder’s social, political, or ideological interests.

**28. PROTESTS**

Any actual or prospective Bidder, who is allegedly aggrieved in connections with the issuance of a proposal/proposal package or pending award of a contract may protest to the City Clerk.

A. Requirements to protest:

- i. If the protest relates to the content of the Bid package, a formal written protest must be filed with the City Clerk no later than 4:00 p.m. on the fifth (5<sup>th</sup>) full business day after issuance of the proposal package.
- ii. If the protest relates to the award of a contract, a formal written protest must be filed no later than 4:00 P.M., on the fifth (5<sup>th</sup>) business day after the City Commission has voted to award the contract to a specific Bidder.
- iii. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
- iv. A formal written protest is considered filed with the City when the City Clerk receives it. Failure to file a formal written protest within the period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the protesting party.
- v. These procedures shall be the sole remedy for challenging an award of Bid. Bidder/Bidders are prohibited from attempts to influence, persuade, or promote a proposal protest through any other channels or means.
- vi. The City Engineer or Mayor shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 4:00 P.M. on the fifth (5<sup>th</sup>) business day after the filing thereof.

B. Review of City Clerk’s decision:

- i. The protesting party may request a review of the City Engineer or Mayor’s decision to the City Commission by delivering written request for review of the decision to the City Clerk by 4:00 P.M. on the fifth (5<sup>th</sup>) business day after the date of the written decision.

- ii. The written notice shall include any written or physical materials, objective statements, and arguments, which the protesting party deems relevant to the issues raised in the request for review.
- iii. If it is determined by simple majority of the City Commission that the solicitation or award is in violation of law or the regulations and internal procedures of the City, the City Commission shall immediately cancel or revise the solicitation or award as deemed appropriate.
- iv. If it is determined by simple majority of the City Commission that the solicitation or award should be upheld, the City Commission shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected person or businesses no later than 4:00 P.M. on the fifth (5<sup>th</sup>) full business day. The decision shall be final and conclusive as to the City unless further action is taken, or a party commences an action in court.
- v. There shall be no stay of procurement during protests.

## **29. PURCHASE TERMS AND CONDITIONS**

This bid, any corresponding purchase orders, and all contract documents will constitute the complete agreement. The City of Holmes Beach will not accept proposed terms and conditions that are different than those contained in this ITB, including pre-printed text contained on catalogs, price lists, and other descriptive information submitted. By virtue of submitting a bid, Bidder agrees to not submit to any City of Holmes Beach employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on the City of Holmes Beach.

## **30. QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

## **31. PROTECTION**

Precautions shall be exercised at all times for the protection of persons and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Bidder during the term of any awarded contract, and the Bidder shall be held responsible for any damage to the property occurring by reason of Bidder's operation on the property.

## **32. PUBLIC ENTITY CRIMES**

- A. A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any

goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, Bidder, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Bidder list.

- B. [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/Bidder\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_Bidder\\_lists/convicted\\_Bidder\\_list](https://www.dms.myflorida.com/business_operations/state_purchasing/Bidder_information/convicted_suspended_discriminatory_complaints_Bidder_lists/convicted_Bidder_list)

### **33. PUBLIC RECORDS COMPLIANCE**

Pursuant to Florida Statutes § 119.0701, in any agreement entered into by the City wherein the contractor is acting on behalf of the City, the contractor must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of contractor upon termination of the agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the City's information technology systems.

### **34. RULES, REGULATIONS AND ORDINANCES**

The Bidder shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the services offered.

### **35. TERMINATION**

- A. The City reserves the right to terminate any awarded contract for default if the Bidder breaches any of the terms therein, including warranties of the Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City may have in law or equity.

- B. Default may be construed as, but not limited to, failure to deliver the proper goods or services within the proper amount of time, or to properly perform any services required to the City's satisfaction or to meet all other obligations and requirements.
- C. The City may cancel the awarded contract at any time for breach of contractual obligations by providing the Bidder with written notice of such cancellation.
- D. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Bidder.

### **36. TERMINATION NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the Bidder notice thirty (30) days prior to the date of cancellation of the contract. The Bidder shall be required to give the City written notice sixty (60) days prior to the date of cancellation of the contract. The City may terminate the contract without cause upon thirty (30) days written notice.

### **37. TESTING**

If after delivery of the products by the successful Bidder, the quality of any product shipped is questionable, the City reserves the right to have it tested by an independent testing facility. In the event the test results prove the product does not meet specifications, the cost of the testing shall be borne by the Bidder and upon return of all unused materials, the Bidder shall refund the entire purchase cost.

### **38. TRADE SECRETS**

- A. Florida law provides that trade secret information, as defined in Florida Statutes §812.081(1)(c), is confidential and exempt from public records disclosure.
- B. Upon receipt of a response to a procurement solicitation, the City will not be aware that a bid, bid, or other response contains such information. Therefore, Bidders, Bidders or other persons or entities responding to City solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. The mere designation of an entire submission as "confidential" will be insufficient to comply with this requirement. Absent some unusual justification, a Bidder's or Bidder's contract price shall not constitute a trade secret.
- C. While the City will, to the extent possible, cooperate in any court action a Bidder, Bidder or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a Bidder, Bidder or responder fails, prior to the submission of their materials to the City, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation,

the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under Florida's Public Records Act.

- D. In the event any record designated as a trade secret is requested under the Act, procurement staff will consult with the City attorney and, if the City attorney counsel agrees with the designation, the City will assert the exemption and redact the relevant materials. If the City attorney disagrees with the designation, City staff will inform the Bidder, Bidder or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information.

### **39. UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

### **40. WARRANTY AND WARRANTY OF TITLE**

- A. Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Bidders may not limit or exclude any implied warranties.
- B. The awarded Bidder shall warrant and guarantee that title to all work, materials, and equipment covered by any invoice or application for payment will pass to the City, no later than the time of payment, free and clear of all liens.

## SPECIAL TERMS AND CONDITIONS

As applicable to the Special Terms and Conditions, the words “Bidder” and “Contractor” are interchangeable and used synonymously, unless otherwise stated.

### 1. BID BOND

- A. It is the policy of the City of Holmes Beach to require a Bid Bond for all construction related sealed bids estimated to be in excess of \$25,000.
- B. A bid bond or equivalent financial security in the amount of five (5) percent of the bid price shall be required and must accompany all bids. The Bid Bond is to be provided by a surety company authorized to do business in the State of Florida or otherwise supplied in a form satisfactory to the City. The bid bond must be submitted with the bid. When the invitation for bids requires a bid bond, noncompliance will result in rejection of the bid.

### 2. CONTRACT MANAGEMENT

The City’s Superintendent of Public Works and his/her authorized representative will serve as the City’s Contract Administrator, or Owner’s Representative.

### 3. CONTRACT TERM AND TIMELINE

- A. **Notice of Award:** After bid opening and complete review of submitted bid information.
- B. **Notice to Proceed:** TBD by Public Works.
- C. **Start Date and Time:** After Pre-Construction Meeting.
- D. **Substantial Completion Time:** Not to exceed **one-hundred eighty days (180)** days from the date of the Notice to Proceed.
- E. **Final Completion Time:** Thirty (30) calendar days after substantial completion time.
- F. **Total Completion Time:** Not to exceed **two-hundred fifty days (250)** days from the date of the Notice to Proceed.

### 4. CONTRACTOR REQUIREMENTS

- A. The contractor shall furnish, at their expense, all labor, materials, transportation including mileage to and from job site, technical expertise, supervision, licensing, permits, parts, and equipment necessary for installation, repair, purchase, consultation and troubleshooting to complete the work.
- B. The contractor shall confirm all required field measurements and verify field conditions. Contractor shall carefully compare such field measurements and conditions and other information provided by the City before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the City prior to commencement of work. Failure to report conflicts with the project will result in contractor’s corrective action at their own expense.

- C. Contractor shall ensure all work is installed straight, level, plumb and in a workman-like manner. The contractor shall use only factory OEM parts while performing services and equipment under original warranties. After-market parts will be permissible on units out of warranty period upon City's approval. Prior authorization must be obtained before acquisition and installation is performed.
- D. Contractor shall be responsible for the protection of all building, existing and new structural work, and utilities that are underground or above ground from their operations that may be hazardous and/or damaging to said facilities.
- E. Contractor shall be responsible for the protection of all personnel against hazards and injuries due to their construction operation at the work site.
- F. Contractor shall be responsible for correction or replacement, according to local codes, Public Work Standard Details Manual, FDOT Standard Plans for Road and Bridge Construction for any material construction and City's satisfaction, of all damage to City property.
- G. Contractor shall be responsible for protection of all tools, equipment, signs, barricades, etc. at the work site. The City assumes no responsibility for acts of theft or vandalism which may occur while contractor's equipment is located on City owned property.
- H. Contractor shall not inhibit access to City facilities or impeded City operations during pursuit of work specified herein.
- I. Contractor shall leave work site in a neat and orderly fashion at the end of each workday.
- J. The Contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, and scrap materials and debris as a result of their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall NOT BE DEPOSITED ON THE WORK SITE. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave the project in ready to use condition.
- K. Contractor shall provide due care at all times while performing any task at any City controlled location to cordon off, barricade, or post signs to maintain a safe distance to avoid creating hazardous condition for pedestrians, property, and vehicles.
- L. The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.
- M. The contractor shall supervise and direct the work, using their best skill and attention.

- N. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures and for coordinating all portions of the work under the contract.
- O. The contractor shall be responsible to the City for the acts and omissions of their employees, subcontractors, owners and employees and any other persons performing any of the work under a contract with the contractor.
- P. The contractor shall have an English-speaking, licensed supervisor or representative on the worksite at all times, who shall have thorough knowledge of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.
- Q. Contractor shall be responsible for off-loading, unpacking, and uncrating all materials and equipment at the job site and install in accordance with specifications herein and all attachments.
- R. The contractor shall provide a construction work schedule and submit it to the City designated contact person. The schedule shall include estimated commencement and completion dates.

## **5. CORRECTION OF WORK**

The contractor shall promptly correct all work rejected by the City of Holmes Beach staff as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed, or completed. The contractor shall bear all costs of correcting such rejected work, including compensation for the City's additional services made necessary thereby.

## **6. FINAL COMPLETION AND FINAL PAYMENT**

- A. After the work and the requirements of the contract are fully and finally completed, the City of Holmes Beach shall certify Final Completion on the form provided by contractor. Contractor shall provide written release of liens for every sub-contractor or Bidder provided on contract documents. After acceptance of releases and Final Payment Application, the City shall make final payment to the contractor.
- B. The final payment shall not be issued until the Contractor submits to the City:
  - i. Final invoice
  - ii. Warranty information
  - iii. Operation Manual
- C. The acceptance of final payment shall constitute a waiver of all claims by the contractor except those previously made in writing and identified by the contractor as unsettled at the time of final application for payment.

- D. The making of final payment shall not constitute a waiver of any claims by the City, and shall not relieve the contractor of the responsibility for negligence, defects of manufacturer, faulty materials, or workmanship to the extent within the period provided by law and by the warranties provided herein, and upon written notice by the City, the contractor shall remedy any defects due hereto and pay all expenses for any damages to other work resulting there from.

## **7. INSPECTIONS**

- A. The contractor shall notify the City of Holmes Superintendent of Public Works or his/her designee of job progress and plan for City inspection of work performed. The contractor shall not proceed with other work until the previous portion has been approved. A minimum of 24 hours' notice to the Superintendent or his/her designee must be provided for each inspection. All permits and inspections required by applicable local and state regulations shall be secured, conducted, and approved in order for the work to be considered complete.
- B. Completion of the contract shall be defined as passage of final inspection and subsequent sign-off by inspector/project manager, on all work as satisfactory and acceptable to the City and in accordance with all required permits and local and state regulations.

## **8. MAINTENANCE OF TRAFFIC (MOT)**

If required, the Contractor shall submit a traffic control plan per FDOT specifications to the City Engineer prior to initiating construction on the site. Proper and safe work zones in vehicular traffic areas are to be set up and maintained daily by the Contractor. The Contractor shall be responsible for the maintenance of traffic signs, barriers, and any additional equipment to comply with the FDOT standards and to ensure the safety of its employees and the public.

## **9. PAYMENT AND PERFORMANCE BONDS**

- A. If the Project involves an expenditure in excess of twenty-five thousand dollars (\$25,000), the successful Bidder must file a payment bond with and approved by the City prior to entering upon the performance of the Work.
- B. The Contractor shall post a Performance Bond for the Contract Sum, within ten (10) days following notification of intent to award, and otherwise in accordance with the ITB documents.
- C. The City shall have the right to communicate directly with Bidder's proposed performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

## **10. EXISTING PERMITS**

Water management district permits and ACOE are obtained by owner (City). The only required permit of the contractor is a no cost rights-of-way use permit.

**11. REPAIR OF DAMAGES**

It is the Contractor's responsibility to repair any damages incurred in the area that is directly related to the project. When damage occurs, the City representative is to be notified immediately and shall inspect the repairs upon completion.

**12. RETAINAGE**

As a method to assure completion of the total project for projects over a total amount of \$100,000, retainage in the amount of five percent (5%) of all work completed will be withheld from the payment. The retainage will be released upon completion of the City's final inspection.

**13. SAFETY**

Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), State of Florida Safety Regulations and comply with all safety requirements of local authorities having jurisdiction. Contractor shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

**14. SALVAGE**

All items removed during any work performance under this contract are the property of the awarded Contractor. The contractor shall determine which items are to be salvaged. It shall be the contractor's responsibility for removal and proper disposal of items other than salvaged equipment.

**15. SERVICE, REPAIR, AND CALL BACKS**

- A. The Contractor shall respond with twenty-four hours to normal requests for service and two hours for emergency requests. The Contractor may be required to perform emergency work at times other than normal working hours and shall be in a position to be available on a twenty-four-hour basis, weekends and holidays included, throughout the warranty period.
- B. In the event that the Contractor shall not comply within the stated time, the City of Holmes Beach reserves the right to call any qualified Contractor to perform the required service.
- C. If repair is deemed due to negligence of contractor, or due to defective product or workmanship, the cost will be borne by the contractor.
- D. Follow-up or call back work, to correct recent previous work, shall not be charged to the City of Holmes Beach if the work is the result of improper repair or installation.

**16. SITE CLEANLINESS**

The Contractor shall give special attention to keeping the work site clean and free from trash and debris. Trash, debris, and waste materials shall not be left on City premises but shall be disposed

of at the Contractor's facilities. Sites must be maintained free of trash, construction debris and cleaned every day.

**17. UNCOVERING OF WORK**

If any portion of the work should be covered contrary to the request of the City or to requirements specifically expressed in the bid, it shall be uncovered for observation and shall be replaced at the contractor's expense.

**18. WARRANTY**

Contractor shall warrant all materials and related accessories to be free from defects in material and workmanship under normal use and service for a period of one year from written final acceptance of installation by the City of Holmes Beach, and if any part of the work shall fail within this period, it shall be replaced or restored to operation at no cost to the City.

## **SCOPE OF WORK**

### **1. INTRODUCTION**

- A. The City of Holmes Beach is soliciting competitive sealed bids from qualified contractors for stormwater drainage improvements within the City of Holmes Beach as shown in attached plans and bid form.

### **2. LOCATION AND SITE(S)**

- A. The site(s) of the proposed work is as provided in the plans near the City owned boat ramp at the end of 63<sup>rd</sup> Street. All work is within City limits of the City of Holmes Beach, Florida.
- B. The Contractor shall accept the site(s) in its present condition and carry out all work in accordance with the requirements of the specifications as indicated in the appendices or as directed by the Superintendent of Public Works
- C. The Contractor, before submitting a bid, is required to visit the site(s) and acquaint themselves with the actual conditions and the location of any and/or all obstructions that may exist on the site(s).

### **3. MATERIALS**

- D. Unless otherwise specified in the Contract, Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, and all other facilities and incidentals necessary for the completion of the Work.
- E. All materials incorporated into the work shall be of good quality, except as otherwise provided in the Contract. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of the City.

### **4. MISCELLANEOUS**

- F. Construction Schedule- The contractor shall provide the Superintendent of Public Works with a schedule indicating the order in which the work will be performed and an approximate schedule of when the work will be completed. The Schedule must be presented at least twenty-one (21) days prior to work commencing in order to notify residents. Contractor's are required to notify Homeowners and business merchants via flyers.
- G. Detours/Closures and MOT- All necessary road closures and detours shall be approved by the Superintendent of Public Works prior to commencement.

## **BID FORMS AND DOCUMENTS**

- Addendum Sheet
- Bid Form
- List of Proposed Subcontractors
- Bidder's Registration Form
- Bidder's Qualifications and References

**ADDENDUM SHEET  
24-PW003**

**SEASIDE GARDENS DRAINAGE IMPROVEMENTS**

(To be completed by Bidder and submitted with bid)

---

Company Name

In submitting this Bid, Bidder represents that Bidder has examined all the Contract Documents, performed all necessary Pre-Bid investigations, attended the mandatory Pre- Bid Meeting (if any), received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

ADDENDUM #	DATE

Signature	Print Name
Date	Title

**BID FORM  
24-PW003**

**SEASIDE GARDENS DRAINAGE IMPROVEMENTS**

**THIS BID IS SUBMITTED BY:**

---

Company Name

**SCHEDULE OF VALUES**

ID	BID ITEM	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
<b>1.0 Seaside Gardens Drainage Improvements</b>					
1.1	36" HDPE Pipe	190	LF		
1.2	Excavation	419	CY		
1.3	Sidewalk Replacement	17	SY		
1.4	Pavement	29	Ton		
1.5	Base	171	SY		
1.6	Structure	2	EA		
1.7	Seawall Repair	36	SF		
1.8	Pipe Abandonment-Removal	32	CY		
1.9	Tide Valve- Ultraflex Inline Check Valve	1	EA		
<b>1.0 Seaside Gardens Drainage Improvements Subtotal =</b>					

---

**BID TOTAL =**

- A. All bid items, on this form and within the Schedule of Values, must be filled in completely.
- B. Schedule of Values is representative. Bid must be reflective of the Construction plans prepared by RESPEC Company, LLC, Dated April 2024.
- C. The Bidder's grand total above is his total bid based on his unit prices and lump sum prices and the estimated quantities required for each section. This figure is for information only at the time of opening bids. The City will make the tabulation from the unit prices and lump sum price bid. If there is an error in the base bid total by the Bidder, it shall be changed as only the unit prices and lump sum price shall govern.
- D. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Holmes Beach in the form of the Contract approved by the City and for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

E. Contractor accepts all the terms and conditions of the Contract Documents. This Bid will remain subject to acceptance for 120 days after the day of the Bid opening.

Company Name			
Email			
Authorized Signature	Print Name		
Date	Title		

**LIST OF PROPOSED SUBCONTRACTORS  
24-PW003**

**SEASIDE GARDENS DRAINAGE IMPROVEMENTS**

(To be completed by Bidder and submitted with bid)

---

Company Name

The undersigned Bidder hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The Bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract’s general conditions. Failure to furnish this information shall be grounds for rejection of the Bidder’s bid. (If no subcontractors are proposed, state “None” on first line below).

NO.	SUBCONTRACTOR NAME & ADDRESS	SCOPE OF WORK	LICENSE NUMBER

Authorized Signature	Print Name
Date	Title

### BIDDER'S REGISTRATION FORM

(To be completed by Bidder and submitted with bid)

INDEPENDENT BIDDER REGISTRATION			
Bidder's License #			
Date		Fed ID #	
Corporate Name of Company			
Street Address			
Mailing Address			
Email Address			
Phone		Fax	
Name of Principal Contact			
Type of Business	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	
	<input type="checkbox"/> Non-Profit 501(c)(3)	<input type="checkbox"/> Corporation	
	<input type="checkbox"/> Other (please explain)		

INSURANCE			
Workers Compensation			
Carrier			
Address			
Phone		Fax	
Policy Number			
Minimum Limits of Coverage	Minimum	Provided	
Bodily Injury Each Accident	\$1,000,000		
Bodily Injury/Disease/Employee	\$1,000,000		
Bodily Injury/Disease/Policy Limit	\$1,000,000		
Bodily Injury Each Accident	\$1,000,000		
Bodily Injury by Disease Each Employee	\$1,000,000		
Bodily Injury by Disease Policy Limit	\$1,000,000		

General Liability		
Carrier		
Address		
Phone		Fax
Policy Number		
Policy Limits (\$)		
A.M. Best Rating		
Minimum Limits of Coverage	Minimum	Provided
Auto Liability	\$1,000,000 Combined Single Limit	
General Liability	\$2,000,000 Aggregate	
	\$2,000,000 Products Aggregate	
	\$1,000,000 Any One Occurrence	
	\$1,000,000 Personal Injury	
Additional Liability	\$1,000,000 Occurrence/Aggregate	
Professional Liability	\$1,000,000 Per Claim/Aggregate	

**BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.**

Authorized Signature	Print Name
Date	Title

**BIDDER'S QUALIFICATIONS AND REFERENCES  
24-PW003**

**SEASIDE GARDENS DRAINAGE IMPROVEMENTS**

(To be completed by Bidder and submitted with bid)

Company Name

1. Provide the number of years the Bidder has been engaged in the contracting business, under the present business name:
2. Provide the number of years the Bidder has experience in work of a nature similar to that covered in the bid documents:
3. Has Bidder ever failed to satisfactorily complete a contract awarded to them, except as follows: (Name any and all exceptions and reasons therefore)


--

4. The following contracts have been satisfactorily completed within the last three years for the persons, firms, or authorities indicated:

	YEAR	TYPE OF WORK	CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
a.				
b.				
c.				
d.				
e.				

5. The following persons may be contacted for information concerning the contract work listed above (list a reference for each contract named):

	NAME/TITLE	ADDRESS	PHONE
a.			
b.			
c.			

Authorized Signature	Print Name
Date	Title

## **FUNDING COMPLIANCE AND CERTIFICATIONS**

- Equal Employment Opportunity
- Employment Eligibility Verification – E-Verify
- Immigration Certification Affidavit
- Scrutinized Companies Certification
- Certification of Non-Boycott of Israel Form

**EQUAL EMPLOYMENT OPPORTUNITY  
24-PW003**

**SEASIDE GARDENS DRAINAGE IMPROVEMENTS**

**EQUAL EMPLOYMENT OPPORTUNITY FOR**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of Florida and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the state of Florida, and applicable Federal law and applicable Federal court decisions.

**EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY  
24-PW003**

**SEASIDE GARDENS DRAINAGE IMPROVEMENTS**

The Consultant shall utilize the U.S. Department of Homeland Security’s E-Verify system (<https://www.e-verify.gov/>) to verify the employment eligibility of all new employees the Consultant hired during the term of this Agreement. The Consultant shall include in all subcontracts under this Agreement, the requirement that subConsultants performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees subConsultant hired during the term of the subcontract.

The Consultant agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274 A (e) of the Immigration and Naturalization Act (8U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City. As part of the response to this solicitation (bid), the successful Consultant will complete and submit the attached form “Affidavit Certification Immigration laws”.

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet based system operated by the U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automatic link to Federal databases to help employers verify employment eligibility of new hires, existing employees and the validity of their Social Security numbers.

If your company wishes to avail itself of this program, you can register online for E-Verify at <https://www.e-verify.gov/employers/enrolling-in-e-verify>

Which provides instructions for completing the registration process. At the end of the registration process you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as employer, the SSA and the DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best methods by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify) or contact the USCIS at 1-888-464-4218.

As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

The CITY, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the CITY for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.

Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**IMMIGRATION CERTIFICATION AFFIDAVIT  
24-PW003**

**SEASIDE GARDENS DRAINAGE IMPROVEMENTS**

The City of Holmes Beach will not intentionally award city contracts to any Consultant who knowingly employs unauthorized alien workers constituting a violation of the employment provisions contained in Section 274A (e) of the Immigration and Naturalization Act (INA) (8 U.S.C. 1324a).

The City of Holmes Beach may consider the employment by any Consultant of Unauthorized Aliens a violation of section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for the unilateral cancellation of the contract by the City of Holmes Beach.

The bidder attests that they are fully compliant with all applicable immigration laws (Specifically to the 1986 Immigration Act and subsequent amendments).

\_\_\_\_\_  
[Company Name] [Signature & Title]

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed and subscribed before me by means of physical presence or online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

Personally known: \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

(seal)

\_\_\_\_\_ Signature of Notary Public \_\_\_\_\_

Print, Type/Stamp Name of Notary

**SCRUTINIZED COMPANIES CERTIFICATION  
24-PW003**

**SEASIDE GARDENS DRAINAGE IMPROVEMENTS**

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for products or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____ AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

**CERTIFICATION OF NON-BOYCOTT OF ISRAEL FORM  
24-PW003**

**SEASIDE GARDENS DRAINAGE IMPROVEMENTS**

This certification is required by Section 4725 of the Florida Revised Statutes. This form is incorporated as part of any contract between Contractor/Vendor if: (i) Contractor/Vendor is a company with ten (10) or more employees; and (ii) the contract involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more.

**Certification:**

If Contractor/Vendor is a “company,” Contractor/Vendor certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of its contract with the City of Holmes Beach. In this certification, the terms “company” and “boycott Israel” shall have the meanings described in Section 4725 of the Florida Revised Statutes.

Vendor/Contractor Name or Company Name	
Street Address	
City	
State	
Zip Code	
Phone Number	
Printed Name of Authorized Representative	
Title of Authorized Representative	
Signature of Authorized Representative	
Date	

**ONLY COMPLETE THE SECTION BELOW IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE CERTIFICATION LISTED ABOVE FOR THE REASONS CITED BELOW**

I am not required to provide the certification listed above because (select one):

- I am not a “company” as defined in Section 4725 of the Florida Revised Statutes.
- The contract between the Contractor/Vendor and the City of Holmes Beach does not involve the acquisition or disposal of services, supplies, information technology, or construction.
- The contract between the Contractor/Vendor and the City of Holmes Beach does not have a total potential value of \$100,000 or more.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **ITB ATTACHMENTS**

- Bid Attachment 1 – Project Plans
- Bid Attachment 2 – Technical Specifications
- Bid Attachment 3 – Permits
- Bid Attachment 4 – Standard Agreement

**BID ATTACHMENT 1 – PROJECT PLANS  
24-PW003  
SEASIDE GARDENS DRAINAGE IMPROVEMENTS**

**GENERAL NOTES**

- TREES SHOWN SHALL BE MANAGED ACCORDING TO THE CITY OF HOLMES BEACH LAND DEVELOPMENT CODE.
- IN ADDITION TO THE REQUIRED CITY OF HOLMES BEACH APPROVALS THE PROJECT HAS OR WILL RECEIVE FDEP AND/OR SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT E.R.P. PERMITS AS APPLICABLE.
- THERE ARE NO KNOWN HISTORICAL STRUCTURES OR AREAS THAT MAY BE IMPACTED BY PROPOSED DEVELOPMENT.
- ALL DISTURBED AREAS SHALL BE RESTORED & SODDED OR BACKFILLED WITH APPROVED MATERIALS AS DIRECTED BY THE ENGINEER.
- ALL CONSTRUCTION COVERED BY THESE PLANS SHALL COMPLY WITH THE MATERIAL REQUIREMENTS AND QUALITY CONTROL STANDARDS CONTAINED IN THE CITY OF HOLMES BEACH LAND DEVELOPMENT CODE.
- NO CHANGE TO THE WORK AS SHOWN ON THIS PLAN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE PROJECT ENGINEERS.
- ALL PIPE JOINTS REQUIRE A FILTER FABRIC JACKET.
- THE TOPOGRAPHIC AND LOCATION DATA PRESENTED IN THIS PLAN WERE TAKEN FROM THE BEST AVAILABLE SOURCES AT THE TIME OF PRODUCTION. SOURCES OF DATA INCLUDE AERIAL PHOTOGRAPHY, CITY OF HOLMES BEACH ASSET MANAGEMENT DATABASE AND MASTER DRAINAGE PLAN, FIELD SITE VISITS, AND LIDAR.

**CONSTRUCTION NOTES**

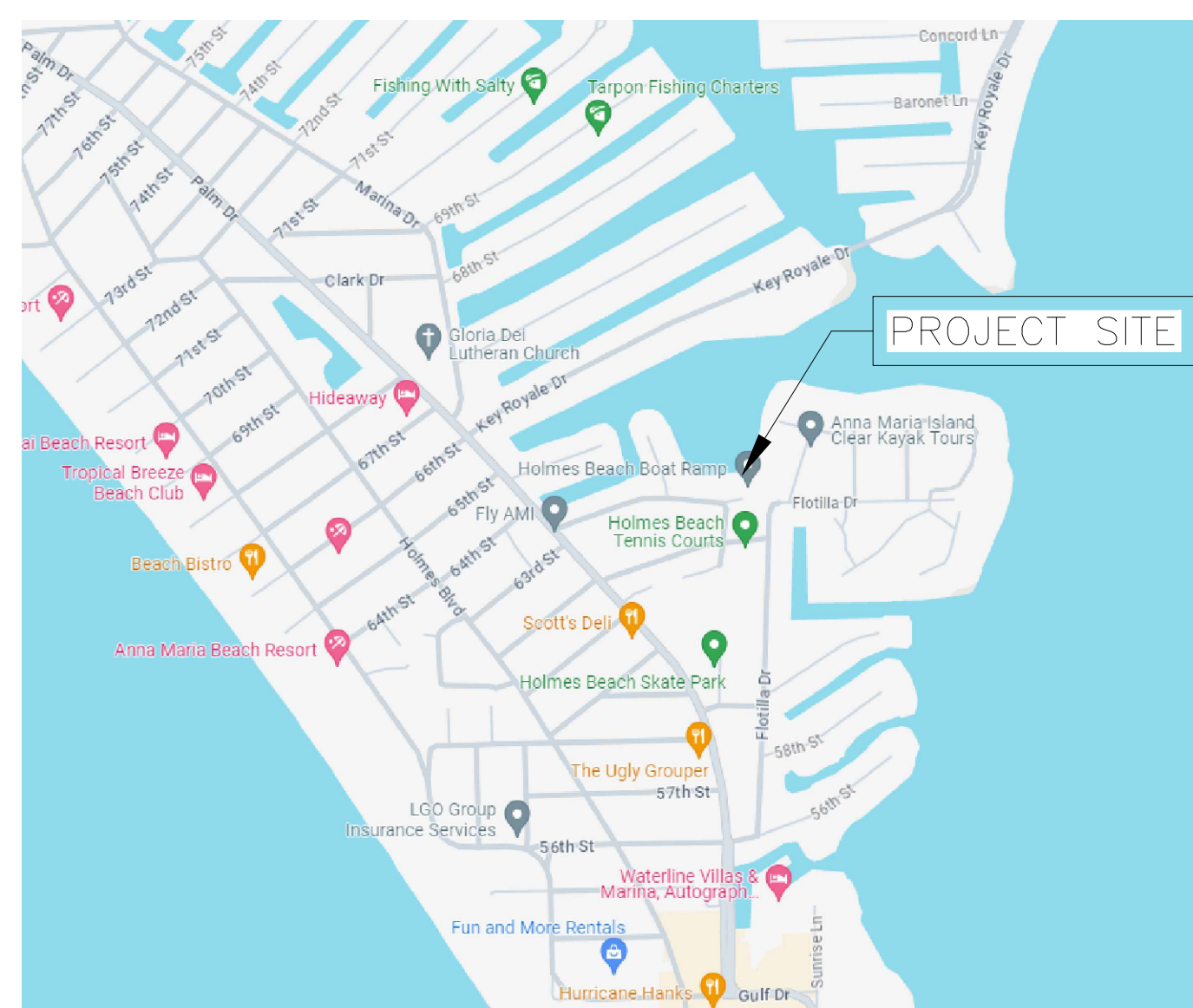
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN ALL PERTINENT PERMITS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASSURE THAT ALL CONSTRUCTION ACTIVITIES ARE IN COMPLIANCE WITH THE CONDITIONS OF ALL PERMITS AND APPROVALS. CONTRACTOR IS ALSO RESPONSIBLE FOR HAVING HIS DEWATERING PLAN, IF APPLICABLE, APPROVED BY SWFWMD.
- ALL CONSTRUCTION, MATERIALS AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH CITY OF HOLMES BEACH LAND DEVELOPMENT CODE AND D.O.T. SPECIFICATIONS, LATEST EDITIONS, UNLESS OTHERWISE NOTED HEREIN.
- ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE SOLID SODDED OR BACKFILLED WITH MEDIUM WASHED SHELL OR NO. 57 STONE AS DIRECTED BY THE ENGINEER.
- CONTRACTOR IS TO COORDINATE ALL WORK WITH UTILITY COMPANIES IN ORDER TO PREVENT DAMAGE TO UTILITY LINES AND MAKING OF ADJUSTMENTS TO SAME.
- THE CONTRACTOR SHALL VERIFY THE EXISTING GRATE INLET SIZE AND PROVIDE IT TO THE CITY ENGINEER AND RESPEC COMPANY, LLC.
- IF THE CITY ENGINEER AND RESPEC COMPANY, LLC DEEM THAT THE EXISTING INLET MUST BE REPLACED, IT SHALL BE REPLACED WITH AN APPROPRIATELY SIZED FDOT DITCH BOTTOM INLET AND STEEL GRATE.
- THE DISCHARGE END OF THE REPLACEMENT PIPE SHALL BE INSTALLED FLUSH WITH THE EXISTING SEAWALL AND THE EDGE OF THE REPLACEMENT PIPE AT THE SEAWALL SHALL BE CHAMFERED TO 3/4".
- THE CONTRACTOR SHALL PROVIDE SHOP DRAWING SUBMITTALS TO THE CITY ENGINEER AND RESPEC COMPANY, LLC FOR APPROVAL PRIOR TO ORDERING THE ITEMS REQUIRED TO COMPLETE THE WORK.
- SITE CLEARING SHALL BE PERFORMED PER THE APPROVED CONSTRUCTION PLANS AND IN ACCORDANCE WITH CITY OF HOLMES BEACH LAND DEVELOPMENT CODE. INSTALLATION AND MAINTENANCE OF THE REQUIRED BARRIERS AND EROSION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE DESIGNATED.
- PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL EXPOSE ALL EXISTING STORMWATER INVERTS TO WHICH A TIE-IN IS PROPOSED AND HAVE ENGINEER VERIFY THE ELEVATION AND ADEQUACY OF THESE INVERTS.
- ALL SUBSURFACE CONSTRUCTION SHALL COMPLY WITH THE "TRENCH SAFETY ACT." THE CONTRACTOR SHALL INSURE THAT THE METHOD OF TRENCH PROTECTION AND CONSTRUCTION IS IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS.
- SILTATION ACCUMULATIONS GREATER THAN THE LESSER OF 12 INCHES OR ONE-HALF THE DEPTH OF THE SILTATION BARRIER SHALL BE IMMEDIATELY REMOVED AND PLACED IN UPLAND AREAS.
- DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, IT SHALL BE UNLAWFUL TO REMOVE VEGETATION BY GRUBBING OR TO PLACE SOIL DEPOSITS, DEBRIS, SOLVENTS, CONSTRUCTION MATERIAL, MACHINERY OR OTHER EQUIPMENT OF ANY KIND WITHIN THE DRIPLINE OF A TREE TO REMAIN ON THE SITE UNLESS OTHERWISE APPROVED BY THE CITY.
- ALL EROSION CONTROL INSTALLATION AND INSTALLATION COORDINATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE MAINTENANCE OF THE EROSION CONTROL MEASURES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR IS RESPONSIBLE FOR ALL DUST CONTROL. COMPLAINTS FROM EXISTING RESIDENTS MUST BE SATISFIED BY CONTRACTOR.
- CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING REQUIRED. CONTRACTOR TO SUPPLY ENGINEER WITH AS-BUILT DATA FOR RECORD DRAWING PURPOSES.
- CONTRACTOR SHALL HIRE INDEPENDENT GEOTECHNICAL CONSULTING ENTITY FOR REQUIRED TESTING.
- CONTRACTOR SHALL MATCH EXISTING GRADES AT ALL TIE-IN LOCATIONS.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF HOLMES BEACH DEVELOPMENT STANDARDS.
- ALL NON-PERFORATED STORMWATER PIPES SHALL BE WRAPPED AT EACH JOINT PER FDOT STANDARDS TO ELIMINATE GROUND WATER INTRUSION AT THE JOINTS.
- ORIENTATION FOR THE IMPROVEMENTS SHOWN HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES.
- THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND REPORT ANY DISCREPANCIES (IF ANY) TO THE ENGINEER.
- THE SITE SHALL REMAIN FREE OF EXCESS DUST AND DEBRIS AT ALL TIMES. ANY INCIDENCE OF EROSION, SEDIMENTATION, DUST OR DEBRIS OCCURRING OFF-SITE AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE CORRECTED BY THE CONTRACTOR WITHIN 48 HOURS OF EACH OCCURRENCE.

**ENVIRONMENTAL NOTES**

- CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL EXOTIC VEGETATION FROM THE UPLAND PORTION OF THE PROJECT AREA.

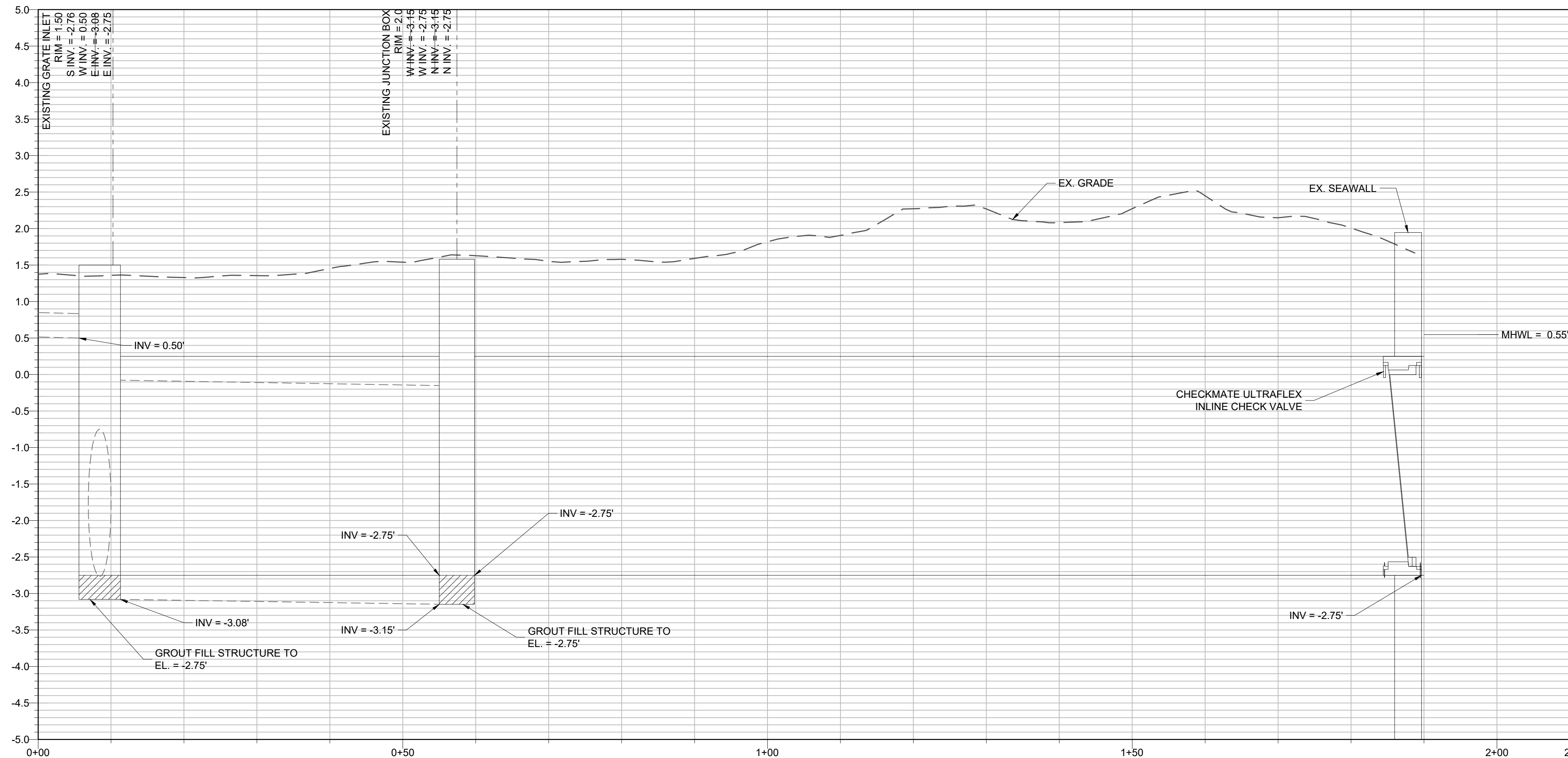
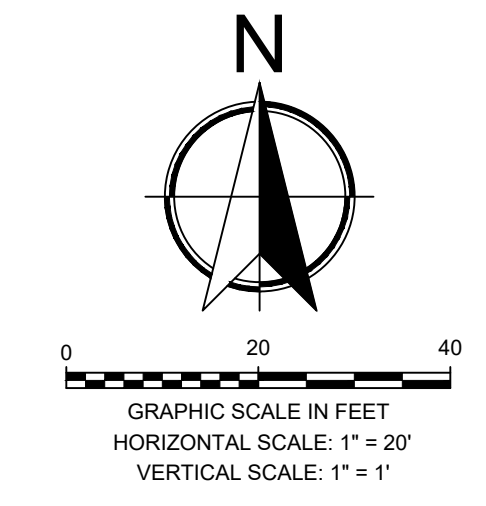
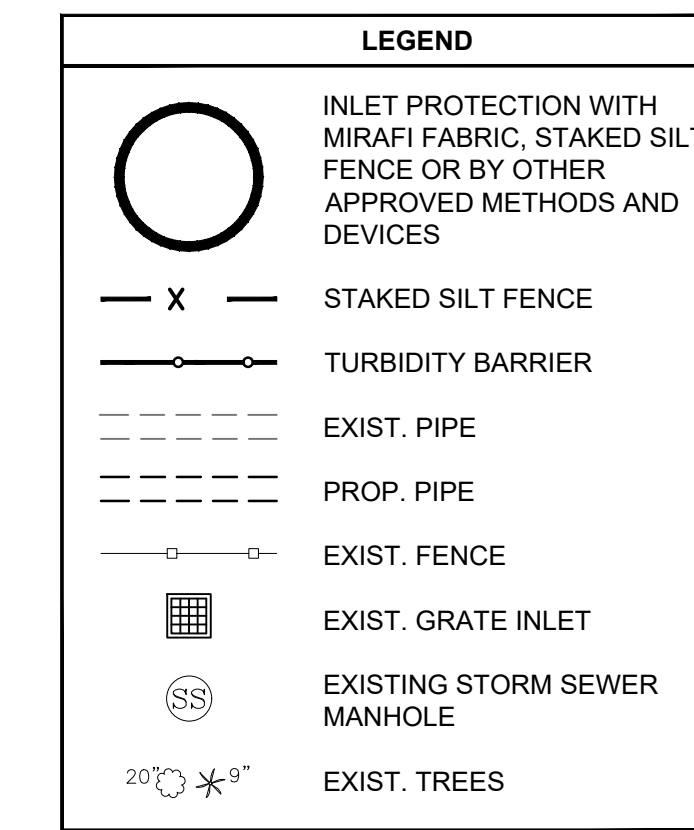
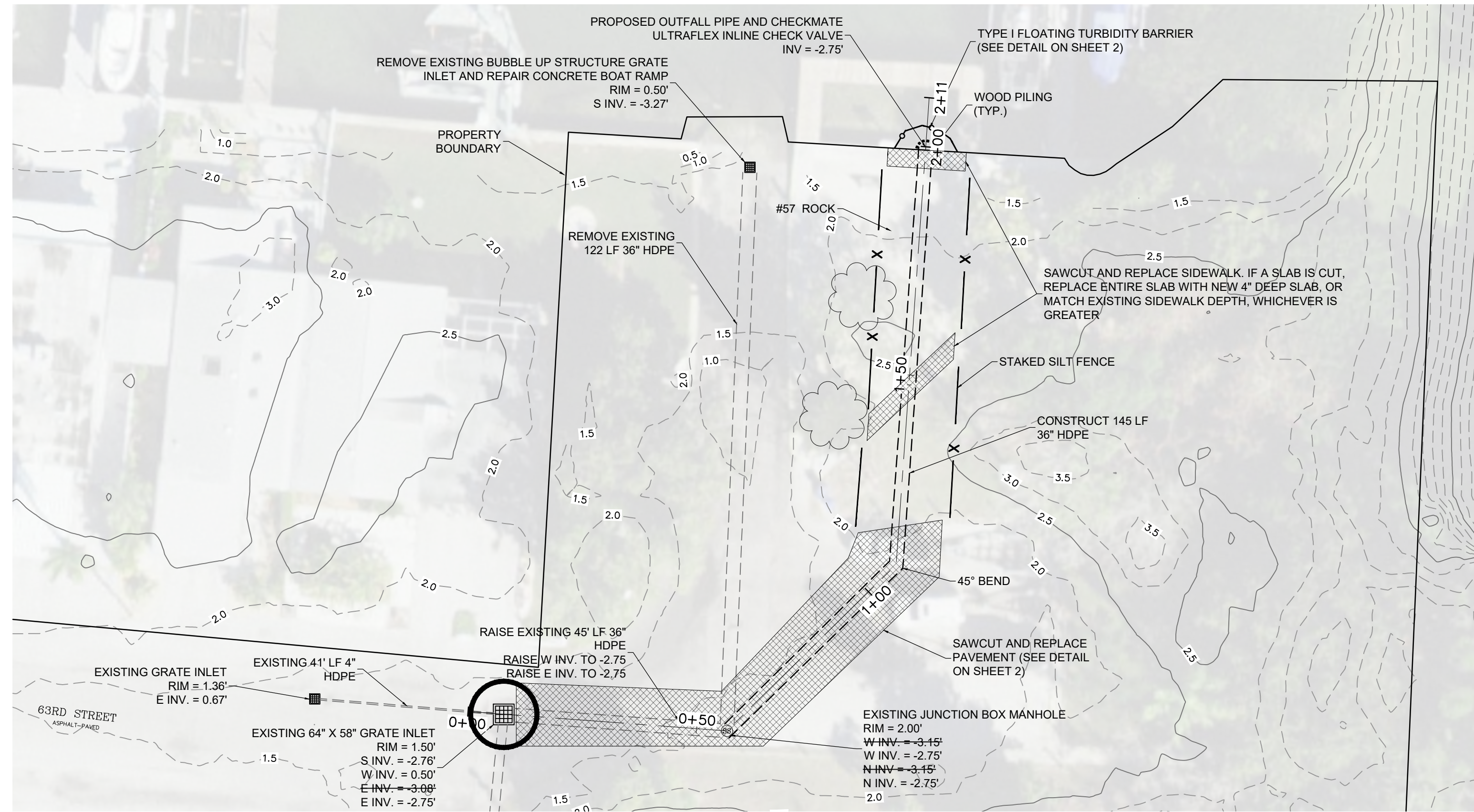
**VERTICAL DATUM NOTE**

- ELEVATIONS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM 1988.



VICINITY MAP  
N.T.S.

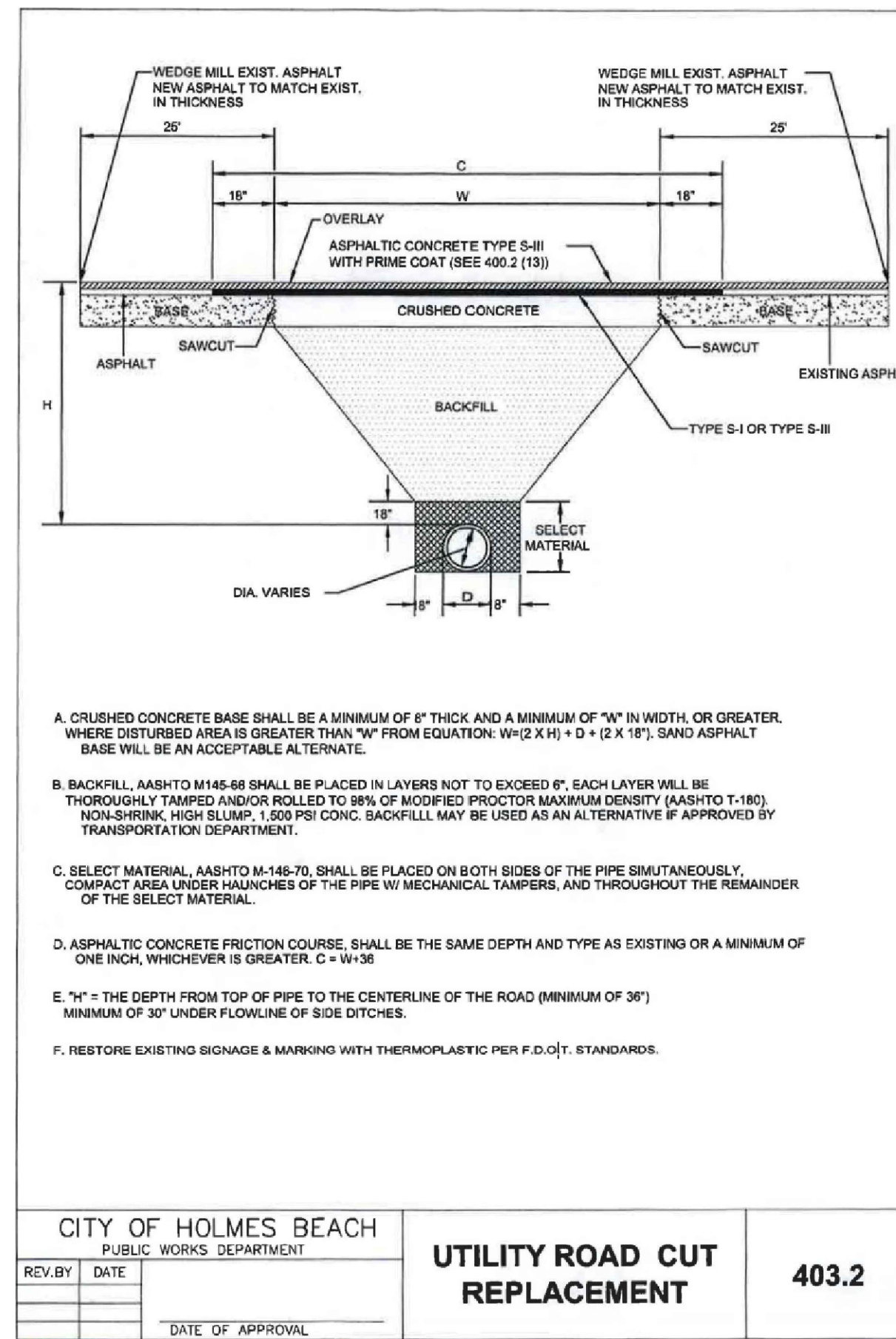
2-SHEET PLAN: THIS IS A 2-SHEET PLAN. THE SCOPE OF THIS 2-SHEET PLAN IS THE PERMITTING OF THE REMOVAL AND REPLACEMENT OF THE EXISTING STORM SEWER OUTFALL DEPICTED HEREON.



Know what's below.  
Call before you dig.

NOTE: The scale on these drawings applies to a reproduction size of 36" x 24" ONLY.

RESPEC COMPANY, LLC 6651 Palmer Park Cir, Ste D Sarasota, FL 34238 Phone: 941.562.5667 www.respec.com	RESPEC	DATE: APRIL, 2024 SCALE: AS NOTED DESIGNED BY: RESPEC DRAWN BY: AW/AL CHECKED BY: HMR	STORM SEWER MAINTENANCE / UPGRADE	FLORIDA
		DATE: APRIL 17, 2024	SEASIDE GARDENS BOAT RAMP CITY OF HOLMES BEACH	MANATEE COUNTY
SHEET NUMBER:		1 of 2		



A. CRUSHED CONCRETE BASE SHALL BE A MINIMUM OF 8" THICK AND A MINIMUM OF "W" IN WIDTH, OR GREATER, WHERE DISTURBED AREA IS GREATER THAN "W" FROM EQUATION:  $W = (2 \times H) + D + (2 \times 18")$ . SAND ASPHALT BASE WILL BE AN ACCEPTABLE ALTERNATE.

B. BACKFILL, AASHTO M148-88 SHALL BE PLACED IN LAYERS NOT TO EXCEED 6". EACH LAYER WILL BE THOROUGHLY TAMPED AND/OR ROLLED TO 80% OF MODIFIED PROCTOR MAXIMUM DENSITY (AASHTO T-100). NON-SHRINK, HIGH SLUMP, 1,500 PSI CONC. BACKFILL MAY BE USED AS AN ALTERNATIVE IF APPROVED BY TRANSPORTATION DEPARTMENT.

C. SELECT MATERIAL, AASHTO M-148-70, SHALL BE PLACED ON BOTH SIDES OF THE PIPE SIMULTANEOUSLY, COMPACT AREA UNDER HANCHURES OF THE PIPE W/ MECHANICAL TAMPER, AND THROUGHOUT THE REMAINDER OF THE SELECT MATERIAL.

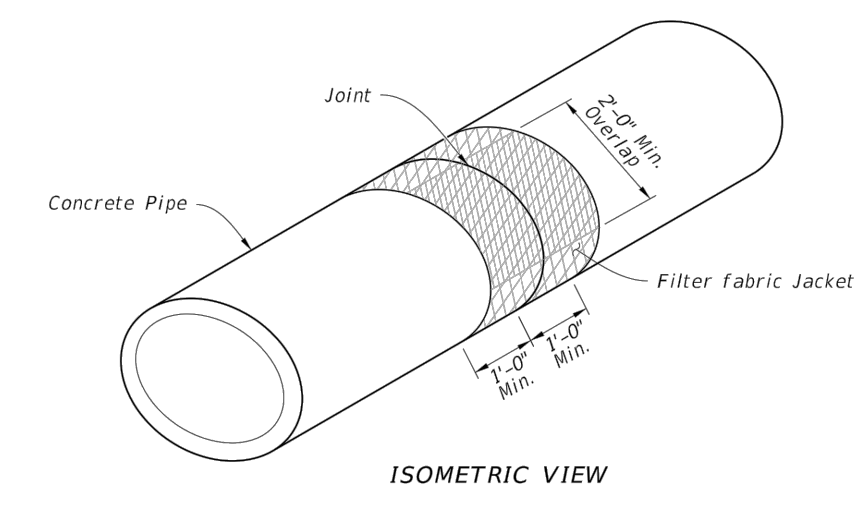
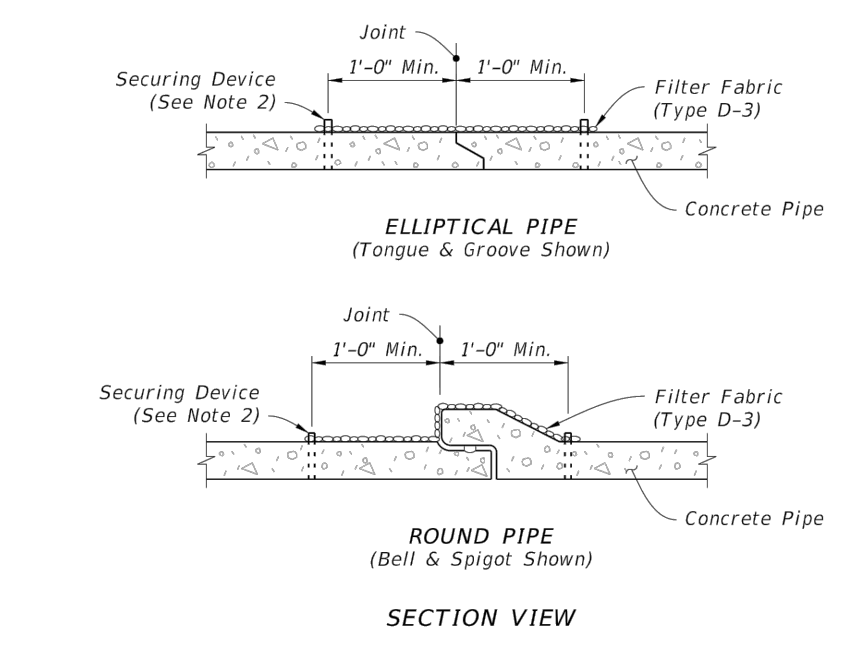
D. ASPHALTIC CONCRETE FRICTION COURSE, SHALL BE THE SAME DEPTH AND TYPE AS EXISTING OR A MINIMUM OF ONE INCH, WHICHEVER IS GREATER.  $C = W/36$

E. "H" = THE DEPTH FROM TOP OF PIPE TO THE CENTERLINE OF THE ROAD (MINIMUM OF 36") MINIMUM OF 30" UNDER FLOWLINE OF SIDE DITCHES.

F. RESTORE EXISTING SIGNAGE & MARKING WITH THERMOPLASTIC PER F.O.D.T. STANDARDS.

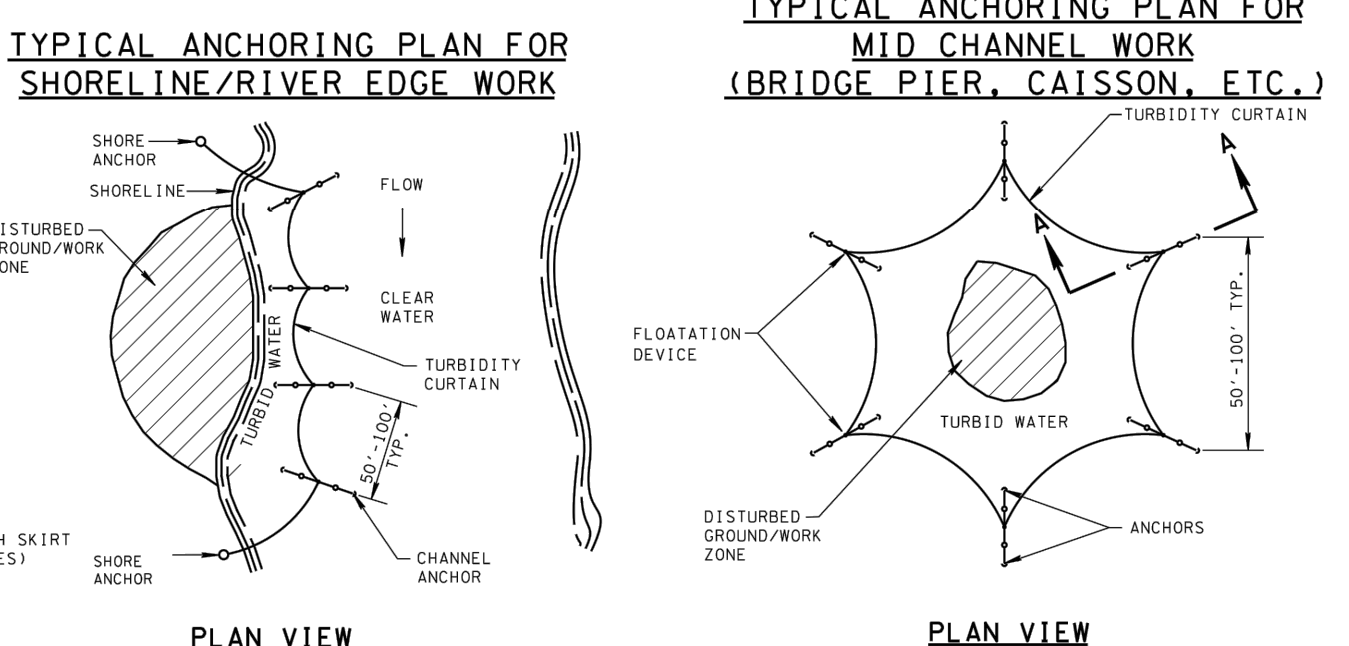
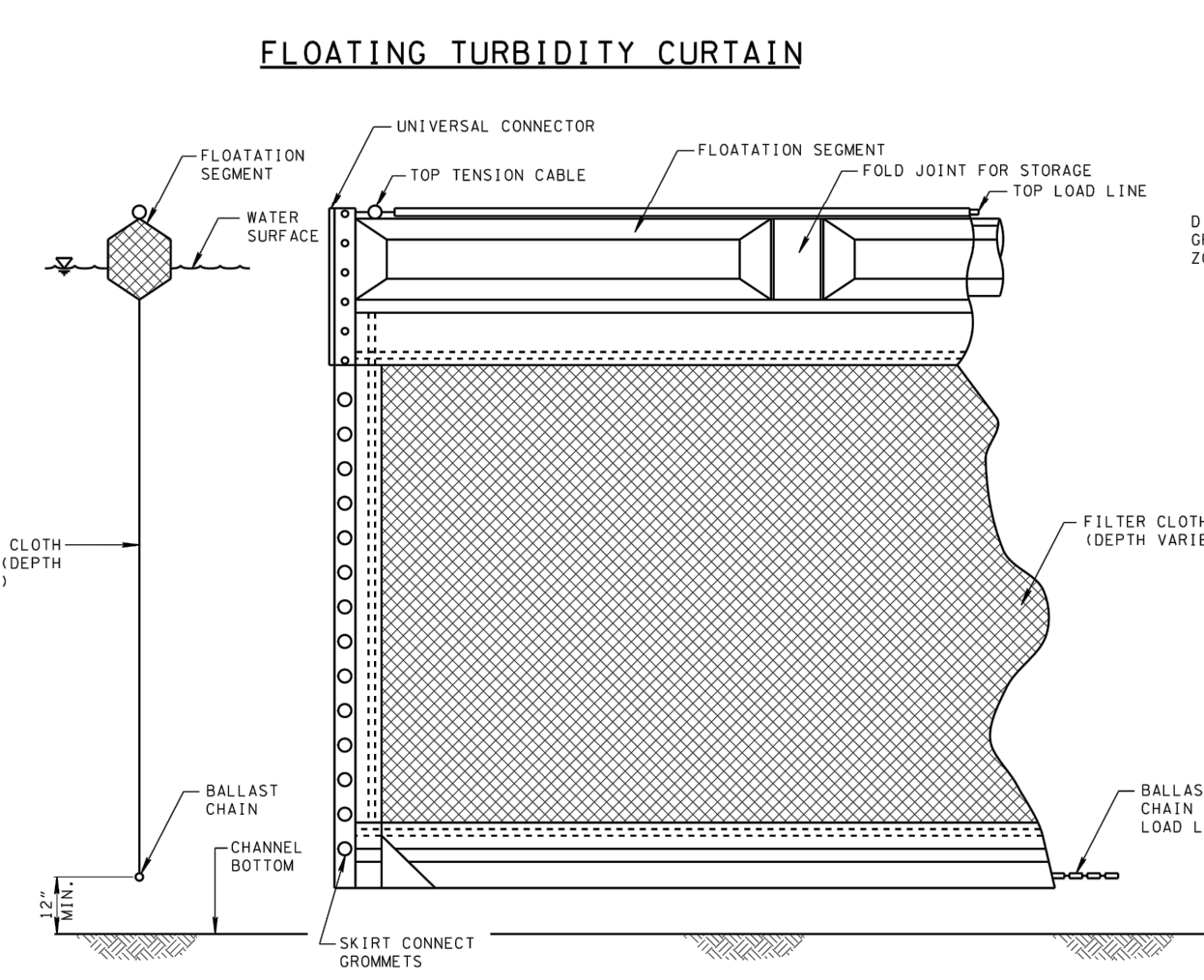
REV.	DATE	DESCRIPTION

DATE OF APPROVAL: \_\_\_\_\_



**FILTER FABRIC JACKET**  
(For All Pipe Types - Concrete Elliptical Pipe Shows)

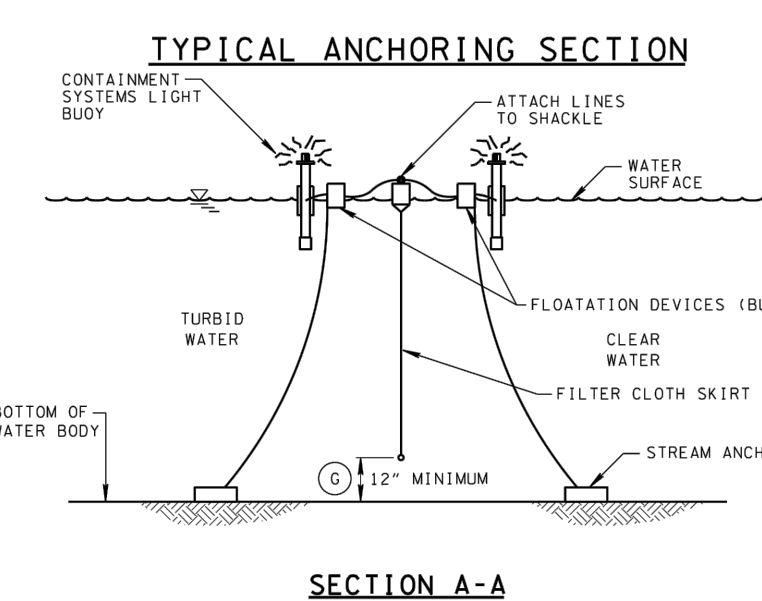
- NOTES:**
- Alternate connection must be approved by the Engineer.
  - Install securing device in accordance with FDOT Specification 985.



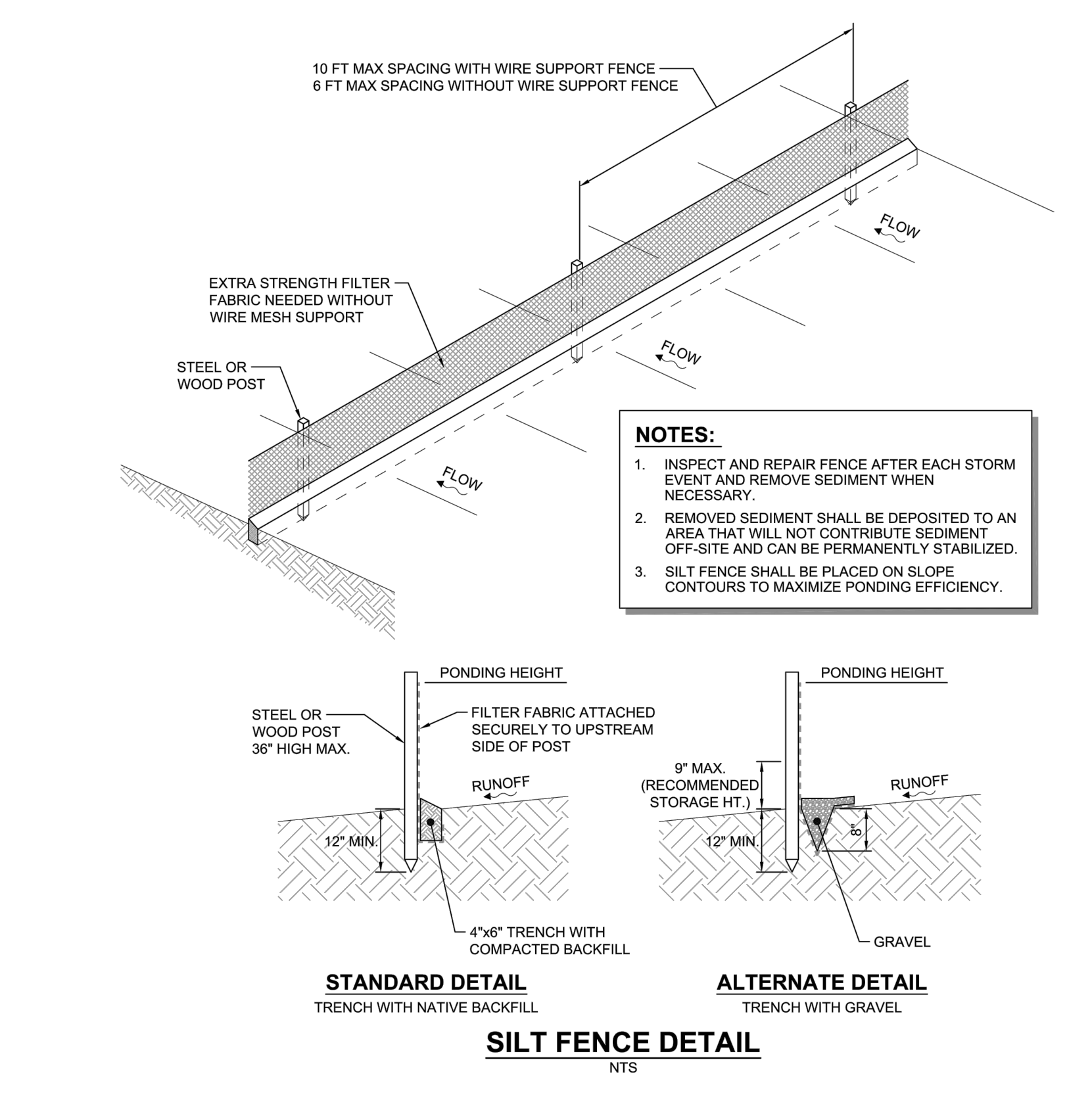
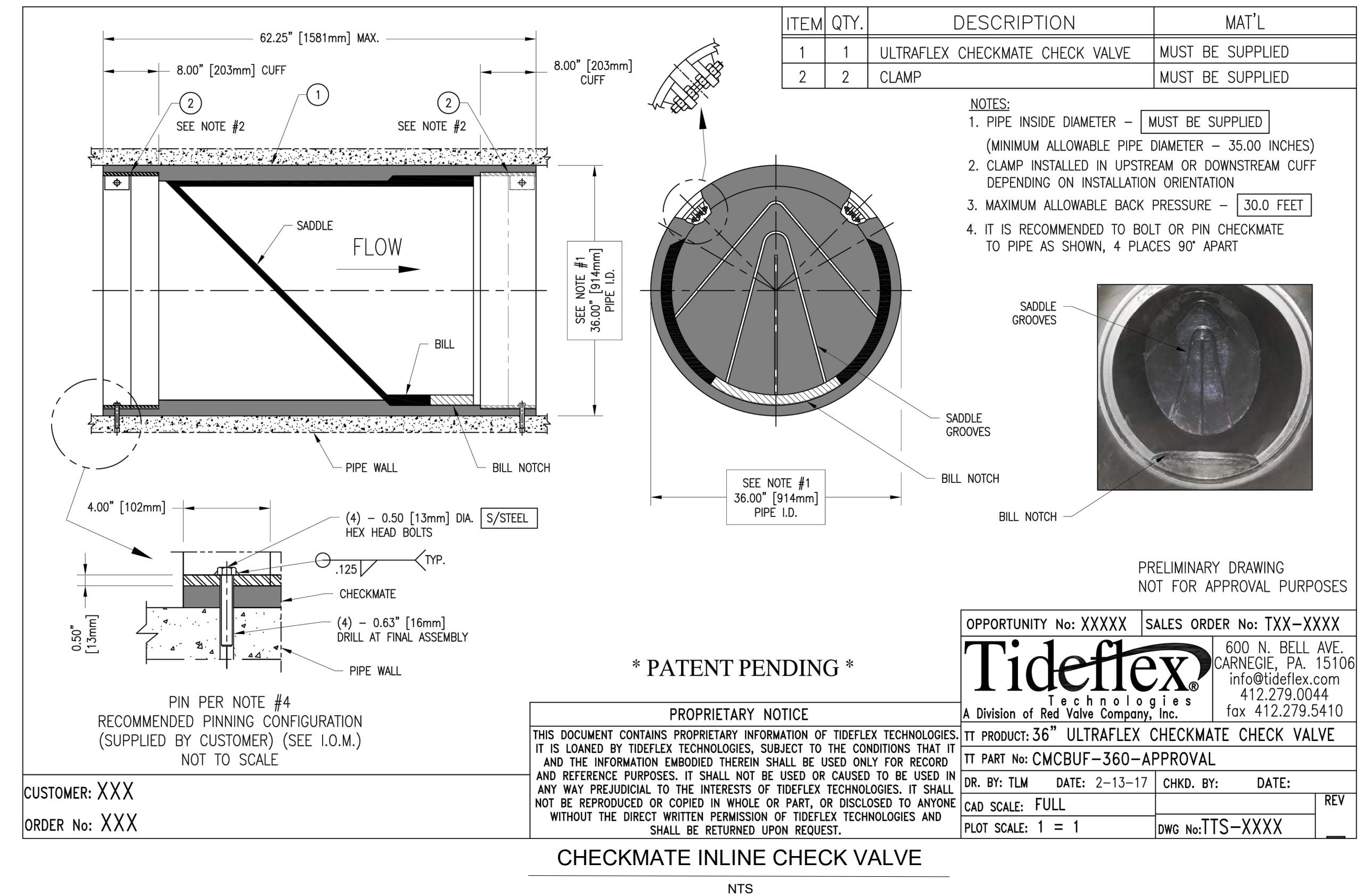
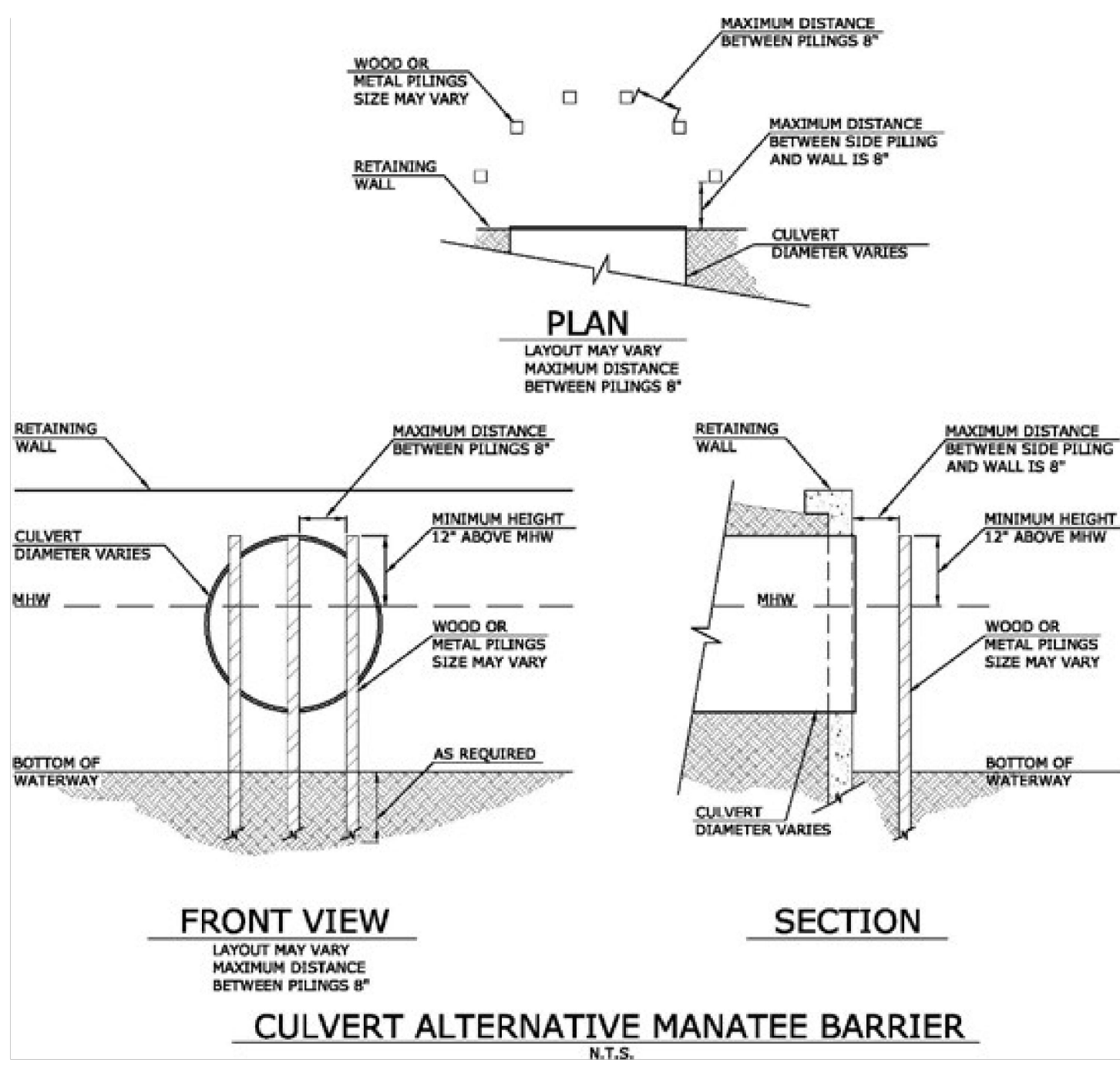
**PHYSICAL PROPERTIES OF TURBIDITY CURTAIN FABRIC**

PHYSICAL PROPERTY	MINIMUM REQUIREMENT
THICKNESS, MILS	45
WEIGHT, OZ. / SQ. YD.	18
GRAB TENSILE STRENGTH, LBS.	300
UV INHIBITOR	MUST BE INCLUDED
APPROXIMATE OPENING SIZE (AOS)	FINEER THAN OR EQUAL TO #70 U.S. STANDARD SIEVE

- FLOATING TURBIDITY CURTAIN GENERAL NOTES**
- FLOATING TURBIDITY CURTAINS (ALSO KNOWN AS TURBIDITY BARRIERS OR SILT CURTAINS) CREATE A BARRIER TO PREVENT TURBID WATER FROM ENTERING CLEAR WATER. FLOATING TURBIDITY CURTAINS SHOULD BE USED TO ISOLATE ACTIVE CONSTRUCTION AREAS WITHIN OR ADJACENT TO A BODY OF WATER TO MINIMIZE THE MIGRATION OF SILT-LADEN WATER OUT OF THE CONSTRUCTION ZONE.
  - TURBIDITY CURTAINS SHALL NOT BE INSTALLED PERPENDICULAR ACROSS THE MAIN FLOW OF A SIGNIFICANT BODY OF MOVING WATER.
  - FLOATING TURBIDITY CURTAINS SHALL NOT BE USED WHERE THE ANTICIPATED FLOW VELOCITIES WILL EXCEED 5 FT/SEC.
  - TURBIDITY CURTAINS SHALL BE ANCHORED TO PREVENT DRIFT SHOREWARD OR DOWNSTREAM. ANCHORAGE SHALL BE INSTALLED ON BOTH SHORE AND STREAM SIDE. CURTAINS SHALL BE INSTALLED AS CLOSE TO PROJECT SITE AS POSSIBLE. BARRIERS SHOULD BE A BRIGHT COLOR (YELLOW OR "INTERNATIONAL" ORANGE ARE RECOMMENDED) THAT WILL ATTRACT THE ATTENTION OF NEARBY BOATERS.
  - SHORE ANCHORS SHALL CONSIST OF A POST WITH DEADMAN OR APPROVED EQUAL. STREAM ANCHORS SHALL BE OF SUFFICIENT SIZE TO STABILIZE THE BARRIER WITH NUMBER AND SPACING DEPENDENT ON WATERWAY VELOCITIES AND MANUFACTURER'S RECOMMENDATIONS.
  - IN SHALLOW WATER (2 FEET DEPTH OR LESS) A TURBIDITY CURTAIN MAY BE INSTALLED ON STAKES DRIVEN INTO THE BED OF THE WATER BODY.
  - FABRIC SECTIONS SHALL BE CONNECTED END TO END WITH A MINIMUM 3/4" INCH DIAMETER POLYPROPYLENE ROPE. FABRIC SHALL BE SEAMED TOGETHER IN A MANNER THAT RETAINS THE OVERALL TENSILE STRENGTH.
  - DESIGN OF CURTAIN AND ANCHORAGE SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. FILTER CLOTH SKIRT SHOULD BE ABLE TO WITHSTAND THE FORCES IMPARTED ON IT DUE TO THE EXPECTED WIND VELOCITY OR STREAM VELOCITY. FABRIC SHALL BE MADE OF A NON-DETERIORATING MATERIAL, SUCH AS PLASTIC OR NYLON, WHICH WILL ALLOW WATER TO PASS THROUGH WHILE STILL RETAINING SEDIMENT.
  - THE TURBIDITY CURTAIN AND ADJACENT WORK AREAS SHALL NOT BE DISTURBED 12 HOURS PRIOR TO REMOVAL FROM WATER BODY. MAINTENANCE SHALL BE PERFORMED AS NEEDED. CONTRACTOR SHALL REMOVE THE CURTAIN AT COMPLETION OF WORK IN A MANNER THAT WILL PREVENT SILTATION OF THE WATERWAY. DURING REMOVAL, EXTREME CARE SHOULD BE TAKEN NOT TO DISTURB ANY SEDIMENT DEPOSITS.
  - MAINTAIN 12" MINIMUM GAP BETWEEN SKIRT BOTTOM AND CHANNEL BOTTOM TO PREVENT ACCUMULATED SEDIMENT FROM PULLING TOP OF CURTAIN BELOW WATER SURFACE.
  - IN WIND OR WAVE ACTION SITUATIONS, THE MAXIMUM DEPTH OF THE CURTAIN SHALL BE 12 FEET.
  - CONCENTRATED FLOWS SHALL NOT DISCHARGE BEYOND FLOATING TURBIDITY CURTAIN. CURTAINS ARE NOT TO BE INSTALLED ACROSS FLOWING BODY OF WATER.
  - WHEN INSTALLED IN A NAVIGABLE WATERWAY, BODYS SHOULD BE LIT ACCORDING TO REGULATORY AGENCY STANDARDS.
  - WHEN ESTIMATING THE LENGTH OF TURBIDITY CURTAIN, ALLOW 10 TO 20 PERCENT VARIANCE IN STRAIGHT LINE MEASUREMENT.
  - FLOATING TURBIDITY CURTAIN SHALL BE PAID FOR UNDER THE FOLLOWING ITEM NUMBERS:  
209-13.04 TURBIDITY CURTAIN (DESCRIPTION) PER LINEAR FOOT  
209-13.05 TURBIDITY CURTAIN (DESCRIPTION) PER LINEAR FOOT  
209-13.06 TURBIDITY CURTAIN (DESCRIPTION) PER LINEAR FOOT  
209-13.07 TURBIDITY CURTAIN (DESCRIPTION) PER LINEAR FOOT  
209-13.08 TURBIDITY CURTAIN (DESCRIPTION) PER LINEAR FOOT
  - PAYMENT SHALL INCLUDE ALL MATERIAL AND LABOR NECESSARY FOR CONSTRUCTION, MAINTENANCE, AND REMOVAL OF TURBIDITY CURTAINS
  - ONLY FLOATING TURBIDITY CURTAINS LISTED ON THE QUALIFIED PRODUCTS LIST MAY BE USED. ANY PRODUCTS LISTED ON THE QUALIFIED PRODUCTS LIST AS AN APPROVED ALTERNATE IS ALSO ACCEPTABLE.



**FLOATING TURBIDITY BARRIER DETAIL**  
NTS



2-SHEET PLAN: THIS IS A 2-SHEET PLAN. THE SCOPE OF THIS 2-SHEET PLAN IS THE PERMITTING OF THE REMOVAL AND REPLACEMENT OF THE EXISTING STORM SEWER OUTFALL DEPICTED HEREON.

RESPEC COMPANY, LLC  
6551 Palmer Park Cir. Ste D  
Sarasota, FL 34238  
Phone: 941.562.9667  
www.respec.com

RESPEC

Herbert M. Royhourn, P.E.  
FLORIDA P.E. LICENSE NUMBER:  
49372

DATE: APRIL, 2024  
SCALE: AS NOTED  
DESIGNED BY: RESPEC  
DRAWN BY: AW/JL  
CHECKED BY: HMR

STORM SEWER MAINTENANCE /  
UPGRADE

SEASIDE GARDENS BOAT RAMP  
CITY OF HOLMES BEACH

FLORIDA  
MANATEE COUNTY

SHEET NUMBER:  
2 of 2

**BID ATTACHMENT 2 – TECHNICAL SPECIFICATIONS  
24-PW003**

**SEASIDE GARDENS DRAINAGE IMPROVEMENTS**

**1. SITE WORK – GENERAL**

- A. Scope: Work under this section consists of clearing and grubbing for the construction and disposal of material and debris resulting from the clearing and grubbing operations. All areas upon which concrete slabs, foundations or pavement is to be placed shall be cleared and grubbed. The Contractor is expected to visit the site of the work and determine for himself the extent of the clearing and grubbing necessary for his construction operations. The work also consists of clean-up of the construction site upon completion.
- B. Existing Facilities: Adequate facilities shall be provided for the protection of structures, buildings and utilities underground, on the surface, or above ground against all construction activity. The Contractor shall protect and preserve the City harmless against damage and claims resulting from construction activities.
- C. Streets and Highways: Contractor shall provide, erect and maintain effective barricades, danger signals and signs on all intercepted and adjacent streets or highways and in other locations where required for the protection of the work and the safety of the public. Barricades or obstructions which encroach on, or are adjacent to, public rights-of-way shall be provided with lights which shall be kept burning at all times between sunset and sunrise. The Contractor shall conform to all state and local laws and regulations in the use of streets and highways. The Contractor shall be responsible for all damages resulting from any neglect or failure to meet these requirements. Watchmen shall be provided if necessary to fulfill the requirements stated herein.
- D. Traffic and Services: Work shall be arranged to cause a minimum of disturbance to normal pedestrian and vehicular traffic. Adequate means of access to all public and private properties during all stages of construction shall be provided. Unless approval in writing is secured from the local utility authority and City, there shall be no interruption of service to present customers of utilities requiring repairs, changes or modifications caused by the construction work.
- E. Clearing and Grubbing: Clearing and grubbing shall consist of removal of all stumps, down timber, brush, buildings and other objects standing on or protruding from the ground in the construction area. All roots shall be grubbed and removed to a minimum of 18 inches below the surface of the existing ground in embankment areas and 18 inches below finished grade in cut areas. Holes caused by grubbing operations shall be filled to the level of adjacent ground.

- F. Tree Removal: City shall flag all trees to remain within the site. Contractor shall remove and dispose of all trees not flagged. Tree removal shall be in accordance with requirements set forth in the local governing authority tree removal permit. Contractor shall be responsible for coordinating with the local government in obtaining and paying cost of permit. Contractor shall replace all flagged trees damaged or removed during construction of the project.
- G. Disposal: All material and debris resulting from clearing operations shall be removed and disposed of off-site by the Contractor unless on-site disposal is provided for in the contract documents.
- H. Clean-up: Contractor shall remove all debris from the construction site and restore all areas disturbed to the condition existing prior to construction or in accordance with the contract documents as related to construction areas. The cost for clean-up shall be included in the contract lump sum price bid for site work.
- I. Grassing: The Contractor shall sod all unpaved areas disturbed during construction which do not require landscaping. Sod shall match grass adjacent to site or as-is or better than grass disturbed. Costs for watering shall be included in the contract unit price bid for site work.

## **2. STORM DRAINAGE CONSTRUCTION**

### **2.1 Inlets, Control Structures, and Junction Boxes**

- A. Description: Construct all storm drainage inlets, control structures, and junction boxes from reinforced concrete in accordance with F.D.O.T. Section 425.

All structures shall be installed to meet the invert and grate location and elevations shown in the Plans. Joints shall be completely filled, smooth and free from surplus mortar on the inside of an inlet. Brick and riser rings shall be plastered with one-half (½") inch of mortar over the entire outside face of the walls. Bricks when used shall be laid radially.

The Contractor shall install mortar invert channels and benches smooth and semicircular in shape conforming to the inside of the adjacent storm drain section. Changes in direction shall be made with a smooth curve of a radius as the size of the inlet will permit. Changes in size and grade of the channels shall be formed directly in concrete. The floor of an inlet outside the channels shall be smooth and shall slope, toward the channel, not less than one (1) inch per foot nor more than two (2) inches per foot. The base section of all structures shall be placed upon a firm foundation with the openings for the storm drain properly aligned and the walls plumb. The structures shall be of the size and kind shown in the invitation to bid and shall be placed at the existing elevation and existing grade. The pipe shall be cut flush with the inside of the wall and the joints shall be filled with grout so as to prevent leakage.

Grates, frames and covers shall be set so that the top of the grate or cover will be flush with the pavement or gutter. Frames shall be set in a full mortar bed. Where covers are in a roadway, they shall be traffic bearing. Excavation and backfilling shall conform to F.D.O.T. Section 125.

B. Pipe Culverts, Mitered & Flared End Sections

Description: Construct HDPE pipe culverts, RCP, and reinforced concrete mitered end sections and flared end sections in accordance with FDOT Standard Specifications Sections 430, 942, 943 and 945. Trench excavation and backfilling shall be in conformance with F.D.O.T. Section 125.

C. Materials: All storm drainage pipe and culverts shall be, reinforced concrete pipe (RCP) or high-density polyethylene (HDPE) as specified pipe conforming to FDOT Standard Specifications Section 105.

All HDPE joints and gaskets shall conform to ASTM requirements (Sections D3212 and F477).

D. Density and Testing Requirements: The Contractor shall compact all backfill in 12" loose lifts to the following densities as tested in accordance with AASHTO T-180 (modified proctor) and provide satisfactory test results as follows:

95% of the maximum dry density for trenches not underneath paved areas.

98% the maximum dry density for areas underneath paved areas.

Trench backfill shall be tested at 1 foot above the top of pipe and at 1 foot below finished grade when utilizing identical compaction methods on all 12" lifts. The Contractor shall test all lifts if identical compaction methods are not utilized or should the Contractor not consistently meet compaction requirements. The Contractor shall provide satisfactory test results on the trench backfill at frequencies not less than every 300 feet (or fraction thereof) or once per pipe run between structures when less than 300 feet.

## 2.2 Excavation Requirements

### Trenches:

- A. Pipe laying operations shall be maintained as close as possible to the excavation operation during the prosecution of the Work. The excavation shall be halted at any time that the excavation is opened too far in advance of the pipe laying.
- B. Pipe trenches shall be excavated to the depth necessary to install the pipe at the existing invert elevation and a minimum soil cover per the manufacturer specifications shall be required unless a deviation is authorized by the Superintendent of Public Works. Trenches shall be opened to a minimum width sufficient to provide a free working space on each

side of the pipe. The maximum width of the trench shall not be greater than the outside diameter of the pipe barrel or pipe bell plus two feet (2'). The maximum trench width requirements shall apply from the trench bottom to the top of the pipe for nominal diameters less than 42 inches. For pipes with nominal diameters 42 inches and greater, the maximum trench width requirements shall apply from the trench bottom to a point half way between the pipe spring line and the top of the pipe. The excavation below the spring line shall be shaped to conform to the shape of the lower third of the pipe. Excavations shall be made for bells of all pipes and of sufficient depth to permit access to the joint for construction and inspections. In no case will the bells be used to support the body of the pipe.

- C. If subsurface conditions warrant, pipe-laying depths may vary to deeper or shallower depths. If such laying depths vary from existing elevations by more than 0.25 feet, then such elevations changes shall be approved by the Superintendent of Public Works. No additional compensation shall be made to the Contractor for varying pipe-laying depths.
- D. Where excavation has exceeded the existing depths, the trench bottom shall be restored to existing depth and grade using a bedding material consisting of a layer of concrete, compacted fine gravel, or other material approved by the Superintendent of Public Works. This bedding material shall be placed, at no extra cost, to secure a firm foundation for the structures or the lower third of each pipe.
- E. Excavated material shall be placed so as not to interfere with public travel. Bridging shall be provided to afford necessary access to public or private premises. Bridging shall be considered as part of the excavation operation and shall be supplied at no additional cost to the City.
- F. Unsuitable excavated material will be disposed of in a City approved location onsite. Contractor shall include cost of disposal in the unit price per location.

### 2.3 Backfill Requirements

#### Trenches:

- A. Trenches shall be backfilled immediately after the pipe is laid unless other protection for the pipeline is provided. Clean earth, sand, small washed shell, or other material shall be used for backfill. Soil materials for use as backfill shall be free of rock or gravel larger than 2-inches in any dimension and shall contain no measurable amounts of debris, waste, vegetation, and other deleterious matter. Backfill material shall be selected, deposited and compacted (simultaneously on both sides of the pipe) so as to eliminate the possibility of lateral displacement of the pipe. Backfill material shall be solidly tamped around the pipe in six-inch (6") layers to a level one-foot (1') above the top of the pipe. Each layer shall be compacted to a density as specified below, depending on the location of the trench.

- a) Trench located within the roadway or shoulder (normally within 6-feet of the edge of pavement) shall have backfill compacted by hand or mechanical tampers to achieve a density of at least 98% of the maximum density as determined by AASHTO method T-180.
  - b) Trenches located within the right-of-way or permanent easements adjacent to the right-of-way but outside the roadway and shoulder, as defined above, shall have backfill compacted by hand or mechanical tampers to achieve a density of at least 90% of the maximum density as determined by AASHTO Method T-180.
- B. Backfill material for trenches within rights-of-way shall be placed in layers and compacted to a maximum thickness of six inches (6"). Backfill shall be compacted by hand or mechanical tampers to achieve a density of at least 100% of the maximum density as determined by AASHTO Method T-99. Trenches located within permanent easements adjacent to right-of-ways shall be backfilled as stated above except the density shall be at least 95% of the maximum density as determined by AASHTO Method T-180. All backfill procedures and materials shall comply with the regulations and rules of the regulatory authority having jurisdiction over the right-of-way in which construction occurs.
- C. Backfill materials for trenches in all other areas, except as specified above, shall be placed in layers and compacted to a maximum thickness of twelve inches (12"). Backfill shall be compacted by hand or mechanical tampers to achieve a density of or at least 90% of the maximum density as determined by AASHTO Method T-180.

### **3. ROADWAY**

#### **3.1 Stabilizing**

- A. Description: Construct all stabilized subgrades in accordance with F.D.O.T. Sections 160-1 through 160-10 except as amended herein. This Work includes the mixing and stabilizing of the designated portions and depth of the roadbed, shoulders, parking sub-grade and/or bike path sub-grade where applicable to provide a firm and unyielding sub-grade having a minimum Limerock Bearing Ratio (LBR) value of 40 or as directed by the Superintendent of Public Works. The sub-grade material to be stabilized will be the previously placed embankment material in filled areas. Stabilizing material will be added if bearing value is not obtainable.

The allowable under-tolerance for L.B.R. value per F.D.O.T. Sections 160-7.2 will not apply to this Work and the minimum L.B.R. value shall be 40.

- B. Density and Testing Requirements: As soon as proper moisture conditions are attained, the material shall be thoroughly compacted to 98% of the maximum dry density as determined by AASHTO T-180.

The Contractor shall supply proof of density and bearing value from an independent testing laboratory approved by the Superintendent of Public Works. Bearing value tests shall be taken once per source of material. Density tests shall be made at intervals of no more than 300 feet per 2-lane width along roadways and at a minimum of once for every 650+/- square yards or fraction thereof for other paved areas.

C. Base (Crushed Concrete)

Description: Reconstruct all crushed concrete base courses in accordance with F.D.O.T. Standard. This Work includes the furnishing, spreading, grading, moisture control, compaction, finishing and testing of the required depth of crushed concrete base meeting or exceeding a Limerock Bearing Ratio (LBR) value of 100.

D. Density and Testing Requirements: As soon as proper moisture conditions are attained, the material shall be compacted so that the minimum density at any location will be 98 percent of the maximum dry density as determined by AASHTO T-180.

The Contractor shall supply proof of density and bearing ratio value from an independent testing laboratory approved by the Superintendent of Public Works. Bearing ratio value tests shall be taken once per source of material. Density tests shall be made at intervals of no more than 300 feet per 2-lane width along roadways and at a minimum of once for every 650+/- square yards (or fraction thereof) for other paved surfaces.

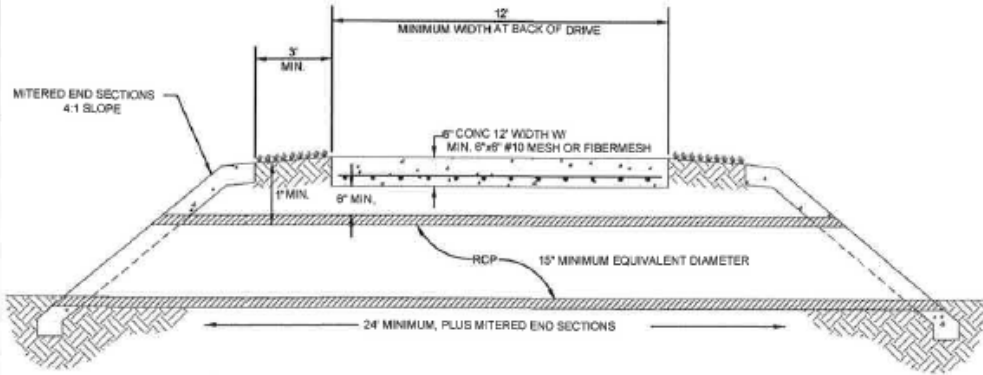
E. Asphaltic Concrete Restoration

Description: Reconstruct all asphaltic concrete paved surfaces in accordance with F.D.O.T. Sections 300 and 331. This item includes the furnishing, placing and compaction of the required type and thickness of the asphalt base or wearing surface as specified by the F.D.O.T. standards above, completed to match existing lines and grade.

The Contractor is responsible for obtaining the minimum compacted thickness as shown in standard detail. Any deficiencies observed by the Superintendent of Public Works may require testing and core borings over any of the suspected deficient areas at the Contractor's expense. Any pavement of deficient thickness shall be corrected or left in place in accordance with F.D.O.T. Section 330-14 as determined by the Superintendent of Public Works.

F. Pavement Marking

Description: All disturbed pavement markings shall be replaced in conformance with F.D.O.T Section 710.



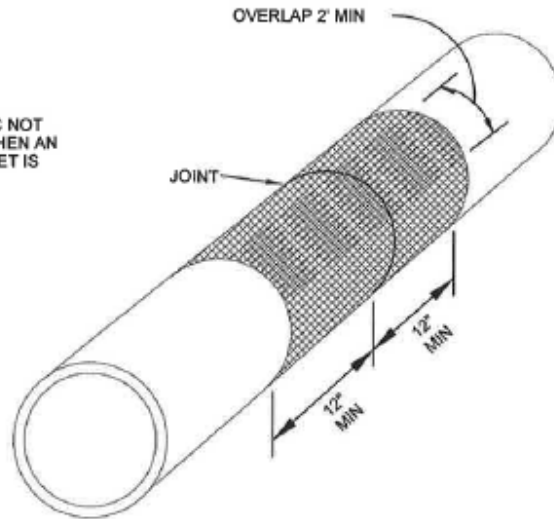
**TYPICAL DRIVEWAY**

VARIABLES: C.M.P. WILL NOT BE ALLOWED WITHIN THE RIGHT-OF-WAY.  
 R.C.P. WILL REQUIRE A MINIMUM 8" OF COVER BENEATH BOTTOM OF DRIVEWAY, FOR A TOTAL OF 1' OF COVER. HDPE PIPE IS ACCEPTABLE IN LIEU OF RCP.  
 ALTERNATIVE DRIVEWAY MATERIALS MAY BE UTILIZED IN ACCORDANCE WITH THESE STANDARDS.

- NOTE: 1) GRADES AND LOCATIONS MUST BE REVIEWED AND APPROVED BY PUBLIC WORKS FOR ALL PIPE INSTALLATIONS
- 2) ACTUAL REQUIRED PIPE DIAMETER WILL BE BASED ON THE FLOW RATE REQUIRED TO PASS THROUGH PIPE SO AS NOT TO IMPOUND WATER UPSTREAM.
- 3) PIPE SIZE TO BE DETERMINED AND APPROVED BY PUBLIC WORKS.

<b>CITY OF HOLMES BEACH</b> PUBLIC WORKS DEPARTMENT		<b>TYPICAL DRIVEWAY</b> <b>PIPE CROSS SECTION</b>	<b>102.0</b>
11-15-2016	DATE OF APPROVAL		

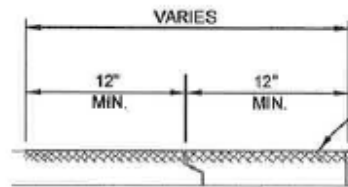
NOTE: FILTER FABRIC NOT REQUIRED WHEN AN O-RING GASKET IS USED.



**ISOMETRIC VIEW**

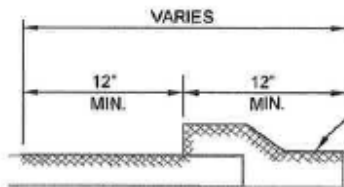
NOTE: FILTER FABRIC MATERIAL MUST MEET THE FOLLOWING ASTM REQUIREMENTS:

- ASTM D 4595
- ASTM D 4832
- ASTM D 4533
- ASTM D 4833
- ASTM D 4491



WOVEN OR NON-WOVEN FILTER FABRIC  
NOTE: NOT NECESSARY WITH O-RING GASKET

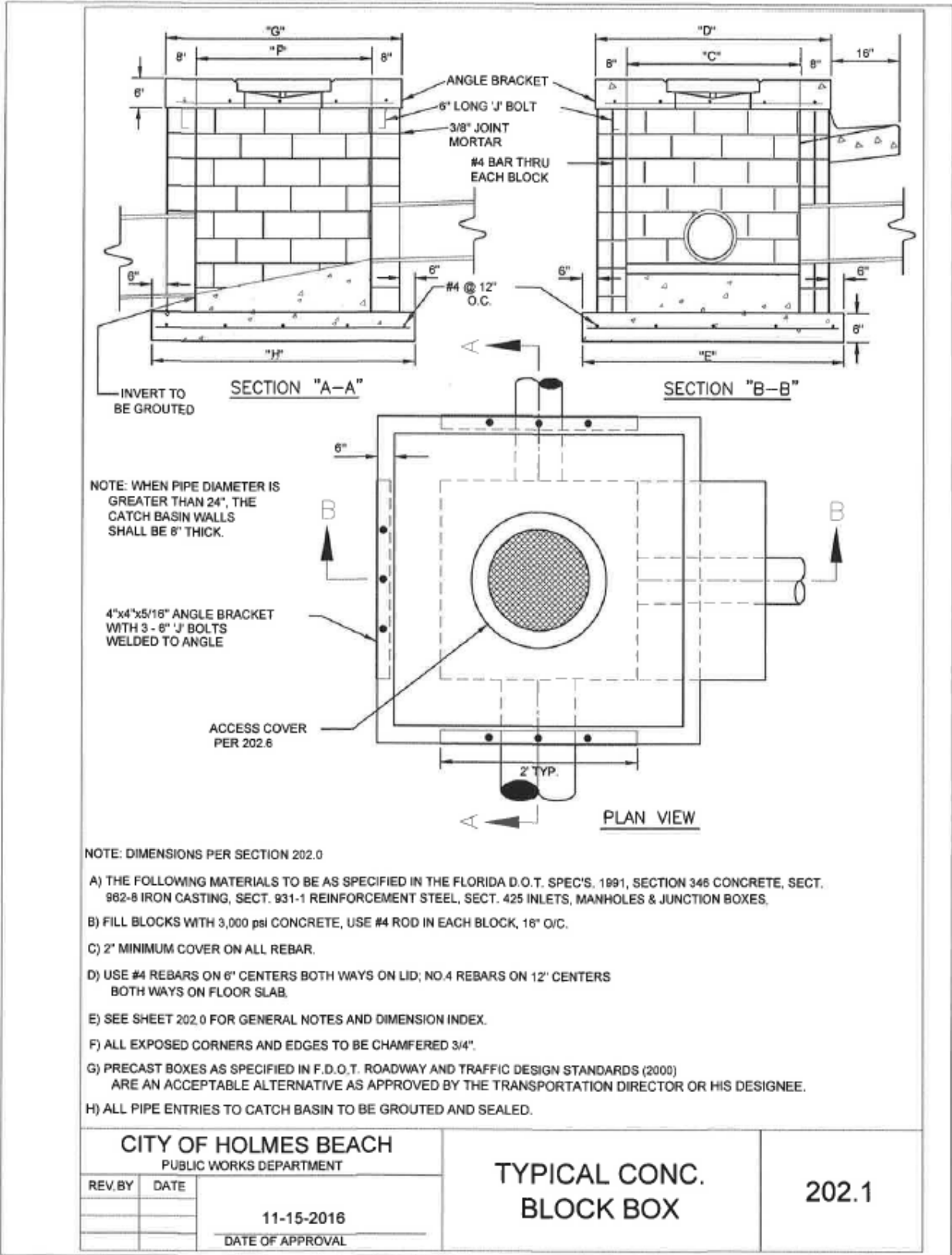
**BUTT JOINT**

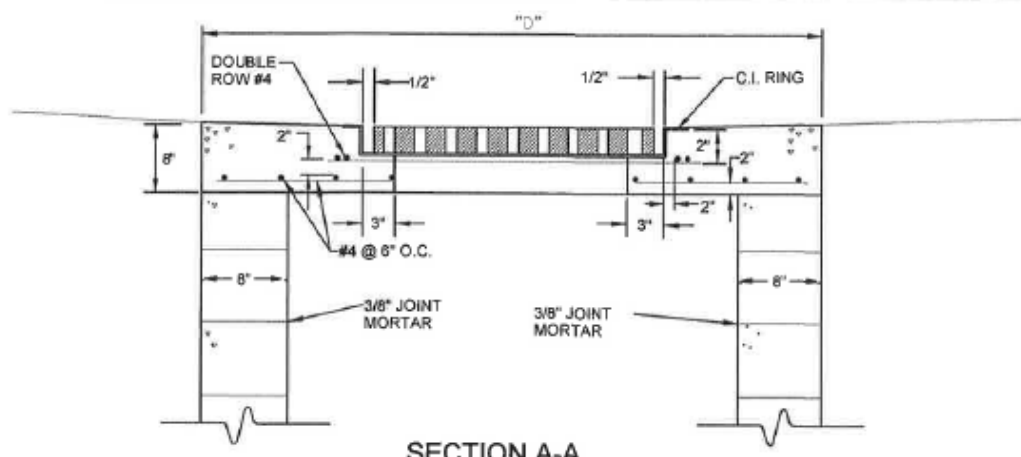


WOVEN OR NON-WOVEN FILTER FABRIC

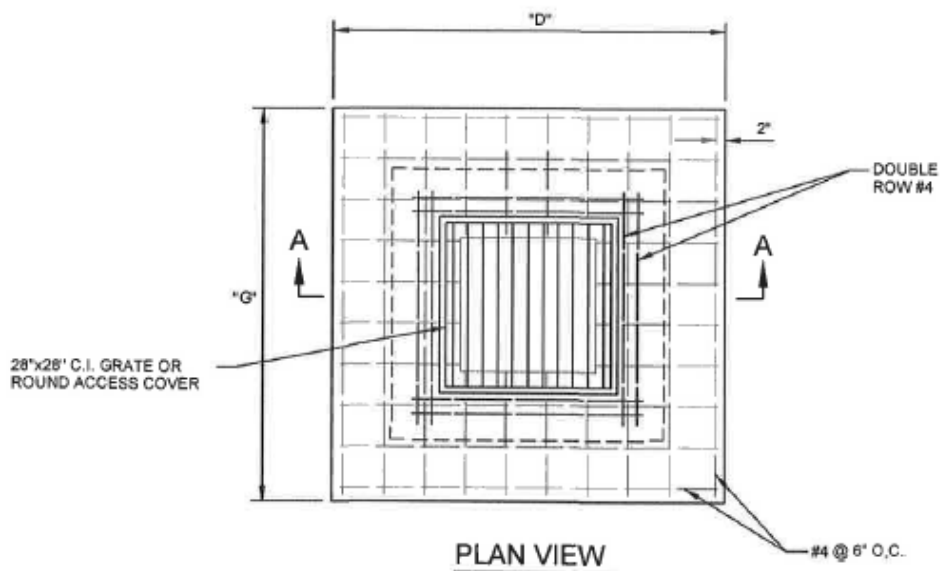
**BELL JOINT**

<b>CITY OF HOLMES BEACH</b> PUBLIC WORKS DEPARTMENT		<b>11-15-2016</b> DATE OF APPROVAL	<b>FILTER FABRIC JACKET</b>	<b>104.0</b>
REV. BY	DATE			





**SECTION A-A**

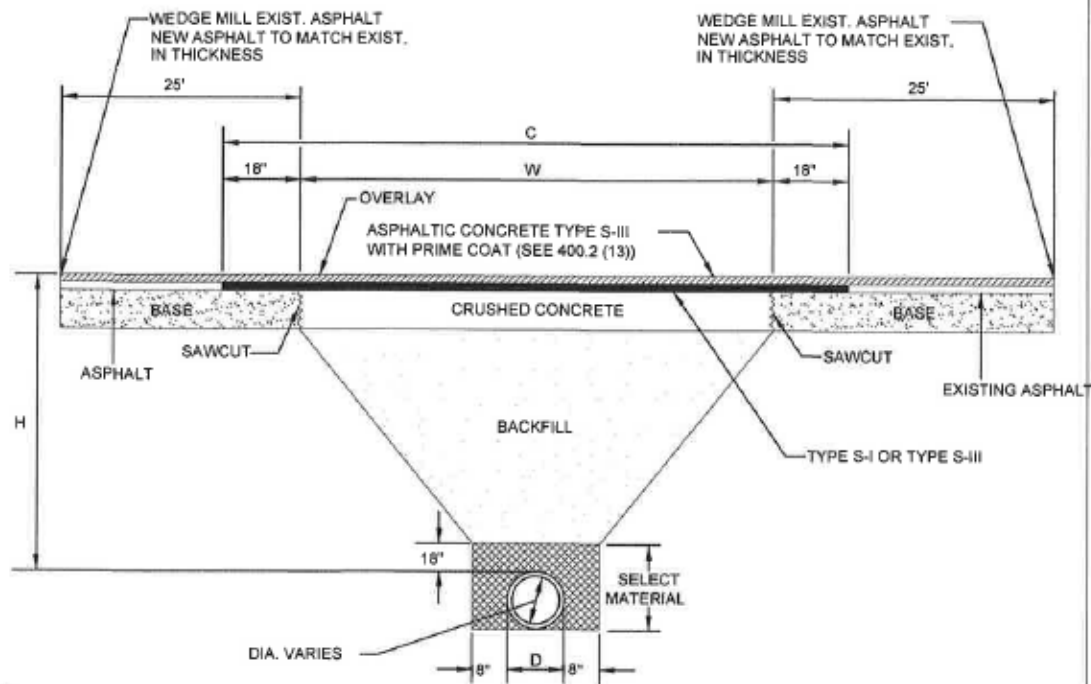


**PLAN VIEW**

NOTE: DIMENSIONS "D" & "G" PER SECTION 202.0

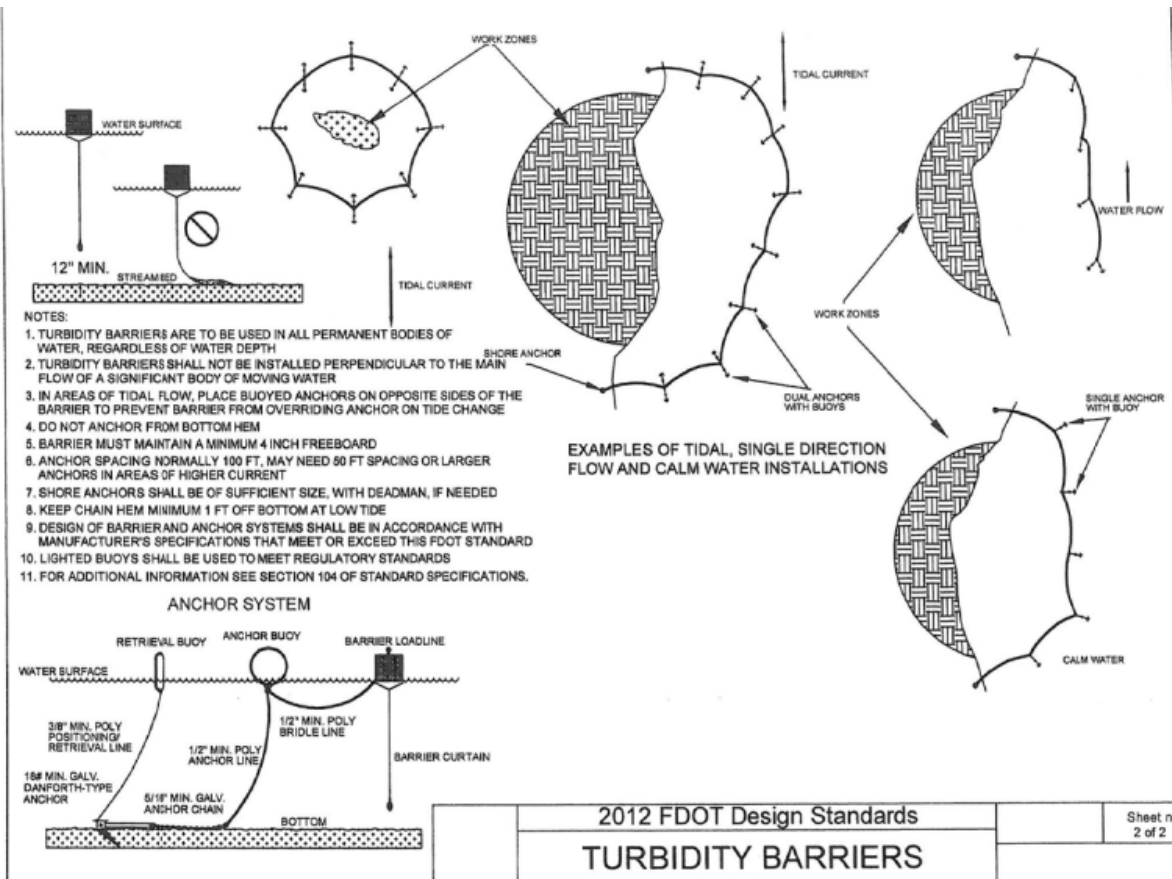
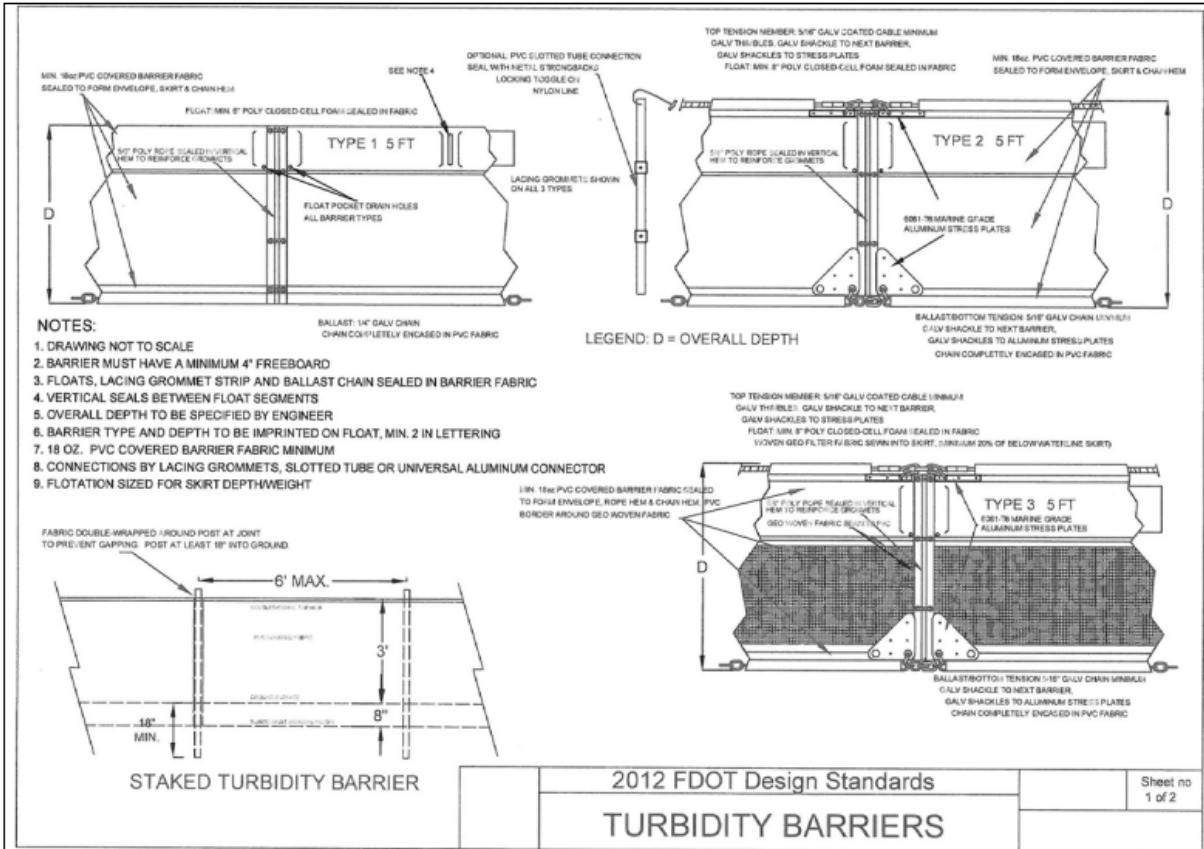
- A) ALTERNATE C.I. GRATES, 18"X 24", 24"X 24", 28"X 36" OR ACCESS COVER (202.8).
- B) 8" TRAFFIC BEARING LID W/ REINFORCING C.I. RING & DOUBLE ROW OF #4 REBAR.
- C) FOLLOWING MATERIALS ARE SPECIFIED IN FLORIDA D.O.T. SPEC'S., 2000. SEC 346 CONCRETE, SEC 962-8 IRON CASTING, SEC 931-1 REINFORCED STEEL.
- D) FILL BLOCKS WITH 3,000 P.S.I. CONCRETE (EACH CELL), USE #4 ROD IN EACH BLOCK, 16" O/C.
- E) USE #4 ROD ON 6" CENTERS BOTH WAYS ON LID. (SEE 202.3 E)
- F) SEE SHEET # 202.0 GENERAL NOTES AND DIMENSIONS INDEX, ALSO SHEET 202.1 TYP. CONC. BOX.
- G) INVERT TO BE GROUTED (SEE 202.1).
- H) PRECAST BOXES AS SPECIFIED IN F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS ARE AN ACCEPTABLE ALTERNATIVE AS APPROVED BY THE TRANSPORTATION DIRECTOR OR HIS DESIGNEE.
- I) ANGLE BRACKETS SHOWN ON 202.1 NOT REQUIRED.

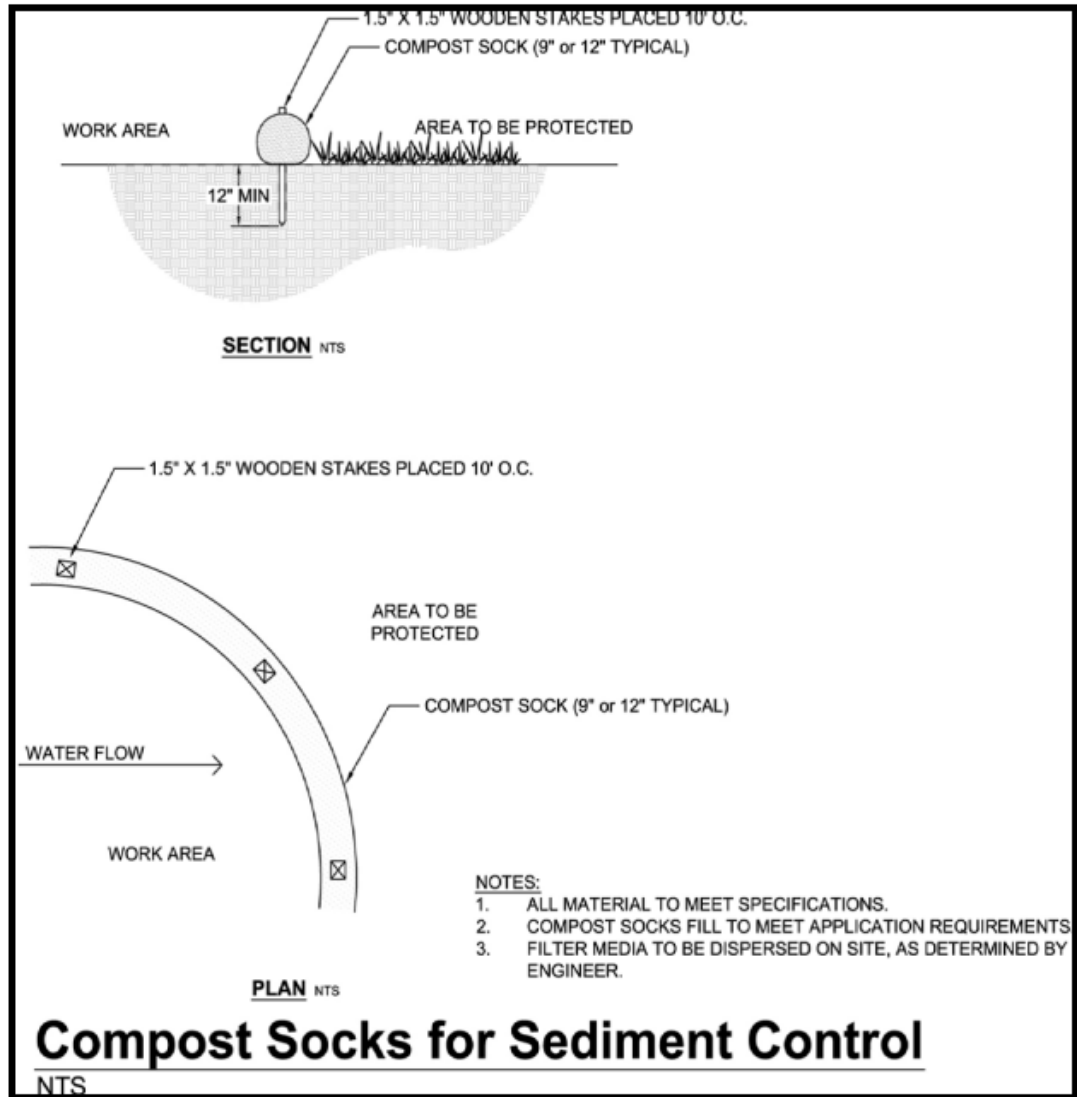
<b>CITY OF HOLMES BEACH</b> PUBLIC WORKS DEPARTMENT		<b>TRAFFIC BEARING BOX LID</b>	<b>202.5</b>
REV. BY	DATE		
		11-15-2016 DATE OF APPROVAL	



- A. CRUSHED CONCRETE BASE SHALL BE A MINIMUM OF 8" THICK AND A MINIMUM OF "W" IN WIDTH, OR GREATER, WHERE DISTURBED AREA IS GREATER THAN "W" FROM EQUATION:  $W = (2 \times H) + D + (2 \times 18)$ . SAND ASPHALT BASE WILL BE AN ACCEPTABLE ALTERNATE.
- B. BACKFILL, AASHTO M145-96 SHALL BE PLACED IN LAYERS NOT TO EXCEED 6", EACH LAYER WILL BE THOROUGHLY TAMPED AND/OR ROLLED TO 98% OF MODIFIED PROCTOR MAXIMUM DENSITY (AASHTO T-180). NON-SHRINK, HIGH SLUMP, 1,500 PSI CONC. BACKFILL MAY BE USED AS AN ALTERNATIVE IF APPROVED BY TRANSPORTATION DEPARTMENT.
- C. SELECT MATERIAL, AASHTO M-146-70, SHALL BE PLACED ON BOTH SIDES OF THE PIPE SIMULTANEOUSLY, COMPACT AREA UNDER HAUNCHES OF THE PIPE W/ MECHANICAL TAMPERS, AND THROUGHOUT THE REMAINDER OF THE SELECT MATERIAL.
- D. ASPHALTIC CONCRETE FRICTION COURSE, SHALL BE THE SAME DEPTH AND TYPE AS EXISTING OR A MINIMUM OF ONE INCH, WHICHEVER IS GREATER.  $C = W + 36$
- E. "H" = THE DEPTH FROM TOP OF PIPE TO THE CENTERLINE OF THE ROAD (MINIMUM OF 36") MINIMUM OF 30" UNDER FLOWLINE OF SIDE DITCHES.
- F. RESTORE EXISTING SIGNAGE & MARKING WITH THERMOPLASTIC PER F.D.O.T. STANDARDS.

<b>CITY OF HOLMES BEACH</b> PUBLIC WORKS DEPARTMENT		<b>UTILITY ROAD CUT REPLACEMENT</b>	<b>403.2</b>
REV. BY	DATE		
11-15-2016 DATE OF APPROVAL			





**BID ATTACHMENT 3 – PERMITS  
24-PW003**

**SEASIDE GARDENS DRAINAGE IMPROVEMENTS**



# Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)  
On the Internet at: WaterMatters.org

An Equal  
Opportunity  
Employer

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

**Sarasota Service Office**  
78 Sarasota Center Boulevard  
Sarasota, Florida 34240-9770  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

June 18, 2024

City of Holmes Beach  
Attn: Sage Kamiya  
5801 Marina Drive  
Holmes Beach, FL 34217

Subject: **Notice of Intended Agency Action - Approval  
ERP Minor Modification**

Project Name: Seaside Gardens Boat Ramp Pipe Replacement  
App ID/Permit No: 892828 / 43031415.010  
County: Manatee  
Letter Received: April 18, 2024  
Expiration Date: June 18, 2029  
Sec/Twp/Rge: S20/T34S/R16E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit modification. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

Robert E. McDaniel, P.E.  
Manager  
Environmental Resource Permit Bureau  
Regulation Division

cc: Jacob Leone, Respec Company, LLC



An Equal  
Opportunity  
Employer

# Southwest Florida Water Management District

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June 18, 2024

City of Holmes Beach  
Attn: Sage Kamiya  
5801 Marina Drive  
Holmes Beach, FL 34217

Subject: **Notice of Agency Action - Approval  
ERP Minor Modification**

Project Name: Seaside Gardens Boat Ramp Pipe Replacement  
App ID/Permit No: 892828 / 43031415.010  
County: Manatee  
Letter Received: April 18, 2024  
Expiration Date: June 18, 2029  
Sec/Twp/Rge: S20/T34S/R16E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit modification. Based upon a review of the information you submitted, the application is approved.

This modification to Environmental Resource Permit (ERP) No. 44031415.002 authorizes the following:

1. The removal of an existing 122' of 36-inch HDPE sewer run from the end of 63rd Street and replacement with 145' of 36-inch HDPE, in the City of Holmes Beach. No modification to the master stormwater management system are required.
2. All other terms and conditions of Permit No. 44031415.002, issued April 1, 2011 and entitled City of Holmes Beach - 74th Street & 63rd Street Basin Improvements, apply.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at [www.WaterMatters.org/permits](http://www.WaterMatters.org/permits).

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at [www.WaterMatters.org/permits/noticing](http://www.WaterMatters.org/permits/noticing). If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

Robert E. McDaniel, P.E.  
Manager  
Environmental Resource Permit Bureau  
Regulation Division

Enclosures: Notice of Rights  
cc: Jacob Leone, Respec Company, LLC

## Notice of Rights

### ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at [www.flrules.org](http://www.flrules.org) or at the District's website at [www.WaterMatters.org/permits/rules](http://www.WaterMatters.org/permits/rules).
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9788. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at [www.WaterMatters.org/about](http://www.WaterMatters.org/about).

## **JUDICIAL REVIEW**

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.





DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT  
701 SAN MARCO BOULEVARD  
JACKSONVILLE, FLORIDA 32207-8175

June 21, 2024

Regulatory Division  
West Permits Branch  
Tampa Section  
SAJ-2019-01889 (NWP-CPC)

Sage Kamiya  
City of Holmes Beach Public Works  
5801 Marina Dr.  
Holmes Beach, FL 34217  
Sent via email: [skamiya@holmesbeachfl.org](mailto:skamiya@holmesbeachfl.org)

Dear Sage Kamiya:

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit received on April 25, 2024. Your application was assigned file number SAJ-2019-01889. A review of the information and drawings provided indicates that the proposed work would result in removing an existing 122 linear feet (LF) of 36-in HDPE connected to a grate inlet and a bubble up structure in the bottom of the boat ramp. A new 145 LF of 36-in HDPE pipe will be installed in the upland and routed east to a new outfall in the existing seawall. The new 36-in HDPE pipe will be installed at the base of the existing seawall below the high tide line at -2.75. A manatee grate will be installed via vibratory driver, the grate will consist of a maximum of eleven (11) 4-in diameter wood or metal pilings. The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403), and Section 404 of the Clean Water Act (33 U.S.C. § 1344). The project is located in Bimini Bay at 6398 Maina Way, in Section 20, Township 34 South, Range 16 East, Holmes Beach, Manatee County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) 3 (Maintenance) and 7 (Outfall Structures and Associated Intake Structures). **This verification is valid until March 14, 2026.** In order for this NWP authorization to be valid, you must ensure that the work is performed in accordance with the Nationwide Permit General Conditions, the Jacksonville District Regional Conditions, and the General and Project-Specific Special Conditions listed below. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP. You can access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Source Book webpage for links to

view NWP information at: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>. Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there, you will need to select “Nationwide Permits.” Among other things, this part of the Source Book contains links to the federal register containing the text of the pertinent NWP authorization and the associated NWP general conditions, as well as separate links to the regional conditions applicable to the pertinent NWP verification.

You must comply with all of the special and general conditions for NWP-3 and NWP-7, including any project-specific conditions included in this letter and all conditions incorporated by reference as described above.

**General Conditions:**

1. The time limit for completing the work authorized ends on **March 14, 2026**.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner on the attached transfer form (Enclosure 1) and forward a copy to this office to validate the transfer of this authorization.
5. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Project Specific Special Conditions:**

The following project specific special conditions are included with this verification:

Special Condition 1: **Reporting Address:** The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019. The Permittee shall reference this permit number, SAJ-2019-01889 (NWP –CPC), on all submittals.

Special Condition 2: **Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit, the Permittee shall submit a completed “Commencement Notification” form (Enclosed).

Special Condition 3: **Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached “Self-Certification Statement of Compliance” form (Enclosed) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the “Self-Certification Statement of Compliance” form. The description of any deviations on the “Self-Certification Statement of Compliance” form does not constitute approval of any deviations by the Corps.

Special Condition 4: **Cultural Resources/Historic Properties:**

- a. No structure or work shall adversely affect, impact, or disturb properties listed in the National Register of Historic Places (NRHP), or those eligible for inclusion in the NRHP.
- b. If, during permitted activities, items that may have historic or archaeological origin are observed the Permittee shall immediately cease all activities adjacent to the discovery that may result in the destruction of these resources and shall prevent his/her employees from further removing, or otherwise damaging, such resources. The applicant shall notify both the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333 and the Corps, of the observations within the same business day (8 hours). Examples of submerged historical, archaeological or cultural resources include shipwrecks, shipwreck debris fields (such as steam engine parts, or wood planks and beams), anchors, ballast rock, concreted iron objects, concentrations of coal, prehistoric watercraft (such as log

- "dugouts"), and other evidence of human activity. The materials may be deeply buried in sediment, resting in shallow sediments or above them, or protruding into water. The Corps shall coordinate with the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions. Project activities shall not resume without verbal and/or written authorization from the Corps.
- c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition and, if deemed necessary by the SHPO or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.
  - d. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the SHPO and from the Corps.

Special Condition 5: **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

Special Condition 6: **Jacksonville District Programmatic Biological Opinion (JAXBO):** Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable PDCs contained in

the JAXBO, based on the permitted activity. Johnson's seagrass and its critical habitat were delisted from the Endangered Species Act on May 16, 2022. Therefore, JAXBO PDCs required to minimize adverse effects to Johnson's seagrass and its critical habitat are no longer applicable to any project. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at:  
<http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx>

JAXBO may be subject to revision at any time. The most recent version of the JAXBO must be utilized during the design and construction of the permitted work.

Special Condition 7: **Manatee Conditions:** The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011" (Enclosed). The most recent version of the Manatee Conditions must be utilized.

Special Condition 8: **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained daily until the authorized work has been completed and turbidity within the construction area has returned to ambient levels. Turbidity barriers shall be removed upon stabilization of the work area.

Special Condition 9: **Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance in toxic amounts, in accordance with Section 307 of the Clean Water Act.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC

license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

This letter of authorization does not preclude the necessity to obtain any other Federal, State, or local permits, which may be required.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at <https://regulatory.ops.usace.army.mil/customer-service-survey/>. Please be aware this Internet address is case sensitive and you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Should you have any questions related to this NWP verification or have issues accessing the documents referenced in this letter, please contact Carissa Curlee at the Tampa Permits Section at 10117 Princess Palm Ave., Suite 120, Tampa, FL 33610, by telephone at 813-769-7076, or by email at [carissa.p.curlee@usace.army.mil](mailto:carissa.p.curlee@usace.army.mil).

Sincerely,

Carissa Curlee  
Project Manager

Enclosures  
Transfere Request (1 page)  
Project Plans (4 pages)  
Self-Certification (1 page)

Commencement Notification (1 page)  
Manatee Conditions (2 pages)

Cc:  
Jacob Leone with RESPEC at < [jacob.leone@respec.com](mailto:jacob.leone@respec.com) >

**DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST**

**DA PERMIT NUMBER: SAJ-2019-01889 (NWP-CPC)**

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: [SAJ-RD-Enforcement@usace.army.mil](mailto:SAJ-RD-Enforcement@usace.army.mil) (not to exceed 15 MB).

\_\_\_\_\_  
(TRANSFEREE-SIGNATURE)

\_\_\_\_\_  
(SUBDIVISION)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(LOT)      \_\_\_\_\_  
(BLOCK)

\_\_\_\_\_  
(NAME-PRINTED)

\_\_\_\_\_  
(STREET ADDRESS)

\_\_\_\_\_  
(MAILING ADDRESS)

\_\_\_\_\_  
(CITY, STATE, ZIP CODE)

**GENERAL NOTES**

- TREES SHOWN SHALL BE MANAGED ACCORDING TO THE CITY OF HOLMES BEACH LAND DEVELOPMENT CODE.
- IN ADDITION TO THE REQUIRED CITY OF HOLMES BEACH APPROVALS THE PROJECT HAS OR WILL RECEIVE TREE AND/OR SOFTWOODS FLORIDA WATER MANAGEMENT DISTRICT E.P.P. PERMITS AS APPLICABLE.
- THERE ARE NO KNOWN HISTORICAL STRUCTURES OR AREAS THAT MAY BE IMPACTED BY PROPOSED DEVELOPMENT.
- ALL DISTURBED AREAS SHALL BE RESTORED OR SOODED OR BACKFILLED WITH APPROVED MATERIALS AS DIRECTED BY THE ENGINEER.
- ALL CONSTRUCTION COVERED BY THESE PLANS SHALL COMPLY WITH THE MATERIAL REQUIREMENTS AND QUALITY CONTROL STANDARDS CONTAINED IN THE CITY OF HOLMES BEACH LAND DEVELOPMENT CODE.
- NO CHANGE TO THE WORK AS SHOWN ON THIS PLAN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE PROJECT ENGINEER.
- ALL PIPE JOINTS REQUIRE A FILTER FABRIC JACKET.
- THE TOPOGRAPHIC AND LOCATION DATA PRESENTED IN THIS PLAN WERE TAKEN FROM THE BEST AVAILABLE SOURCES AT THE TIME OF PRODUCTION. SOURCES OF DATA INCLUDE AERIAL PHOTOGRAPHY, CITY OF HOLMES BEACH ASSET MANAGEMENT DATABASE AND MASTER DRAINAGE PLAN, FIELD SITE VISITS, AND LIDAR.

**CONSTRUCTION NOTES**

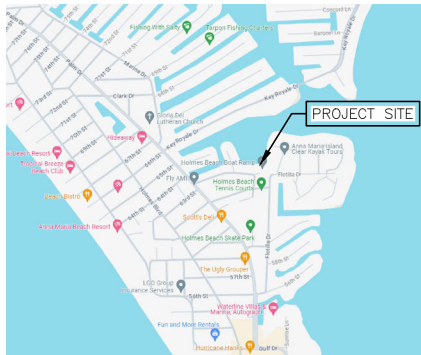
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN ALL PERTINENT PERMITS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASSURE THAT ALL CONSTRUCTION ACTIVITIES ARE IN COMPLIANCE WITH THE CONDITIONS OF ALL PERMITS AND APPROVALS. CONTRACTOR IS ALSO RESPONSIBLE FOR HAVING HIS DRAINAGE PLAN, IF APPLICABLE, APPROVED BY SWFWMD.
- ALL CONSTRUCTION MATERIALS AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH CITY OF HOLMES BEACH LAND DEVELOPMENT CODE AND D.O.T. SPECIFICATIONS, LATEST EDITIONS, UNLESS OTHERWISE NOTED HEREIN.
- ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE SOLID SOODED OR BACKFILLED WITH MEDIUM WASHED SHELL OR NO. 57 STONE AS DIRECTED BY THE ENGINEER.
- CONTRACTOR IS TO COORDINATE ALL WORK WITH UTILITY COMPANIES IN ORDER TO PREVENT DAMAGE TO UTILITY LINES AND MAKING OF ADJUSTMENTS TO SAME.
- THE CONTRACTOR SHALL VERIFY THE EXISTING GRATE INLET SIZE AND PROVIDE IT TO THE CITY ENGINEER AND RESPEC COMPANY, LLC.
- IF THE CITY ENGINEER AND RESPEC COMPANY, LLC DEEM THAT THE EXISTING INLET MUST BE REPLACED, IT SHALL BE REPLACED WITH AN APPROPRIATELY SIZED FOOT DITCH BOTTOM INLET AND STEEL GRATE.
- THE DISCHARGE END OF THE REPLACEMENT PIPE SHALL BE INSTALLED FLUSH WITH THE EXISTING SEAWALL AND THE EDGE OF THE REPLACEMENT PIPE AT THE SEAWALL SHALL BE CHAMFERED TO 3/4".
- THE CONTRACTOR SHALL PROVIDE SHOP DRAWING SUBMITTALS TO THE CITY ENGINEER AND RESPEC COMPANY, LLC FOR APPROVAL PRIOR TO ORDERING THE ITEMS REQUIRED TO COMPLETE THE WORK.
- SITE CLEARING SHALL BE PERFORMED PER THE APPROVED CONSTRUCTION PLANS AND IN ACCORDANCE WITH CITY OF HOLMES BEACH LAND DEVELOPMENT CODE. INSTALLATION AND MAINTENANCE OF THE REQUIRED BARRICADES AND EROSION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE DESIGNATED.
- PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL EXPOSE ALL EXISTING STORMWATER INVERTS TO WHICH A TIE-IN IS PROPOSED AND HAVE ENGINEER VERIFY THE ELEVATION AND ADEQUACY OF THESE INVERTS.
- ALL SUBSURFACE CONSTRUCTION SHALL COMPLY WITH THE TRENCH SAFETY ACT. THE CONTRACTOR SHALL INSURE THAT THE METHOD OF TRENCH PROTECTION AND CONSTRUCTION IS IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS.
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- CONTRACTOR IS RESPONSIBLE FOR ALL DUST CONTROL, COMPLAINTS FROM EXISTING RESIDENTS MUST BE SATISFIED BY CONTRACTOR.
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**ENVIRONMENTAL NOTES**

- CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL EXOTIC VEGETATION FROM THE UPLAND PORTION OF THE PROJECT AREA.

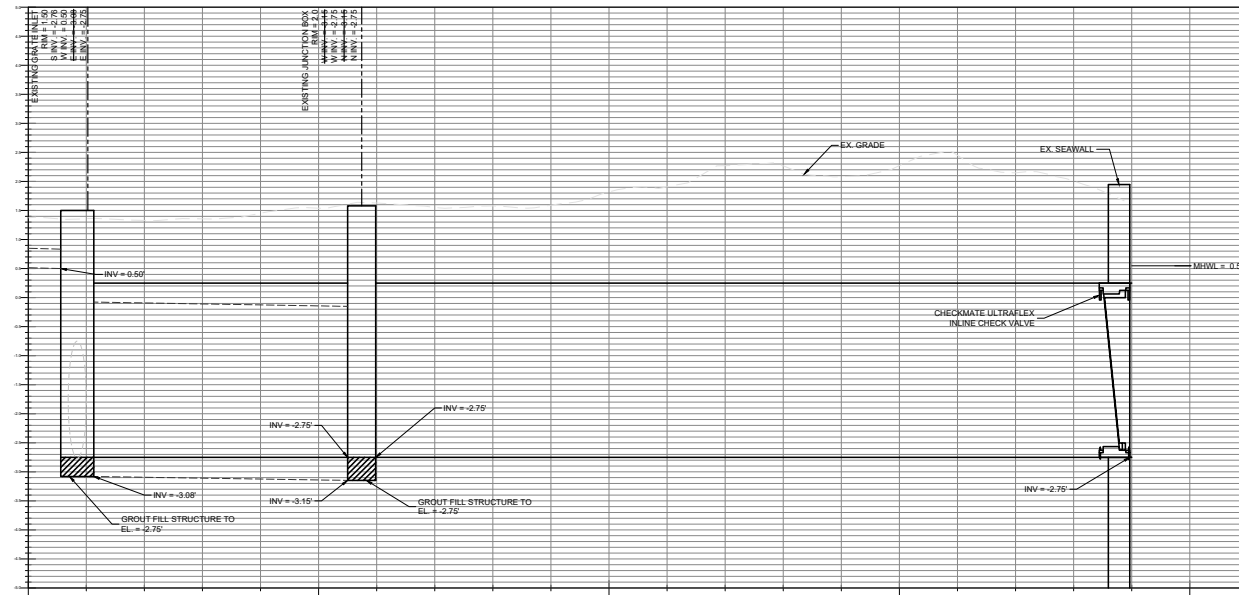
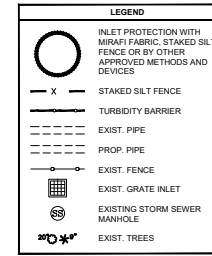
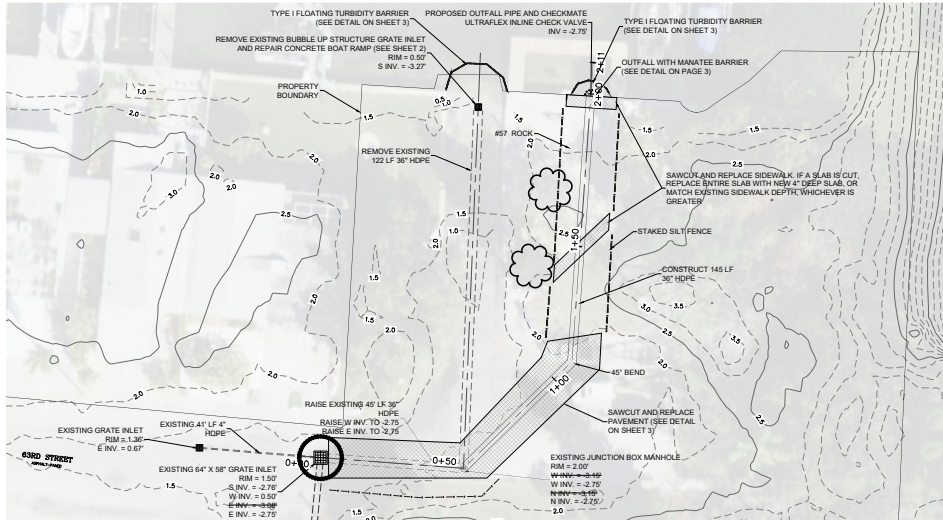
**VERTICAL DATUM NOTE**

- ELEVATIONS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM 1988.



VICINITY MAP  
N.T.S.

3-SHEET PLAN: THIS IS A 3-SHEET PLAN. THE SCOPE OF THIS 3-SHEET PLAN IS THE PERMITTING OF THE REMOVAL AND REPLACEMENT OF THE EXISTING STORM SEWER OUTFALL DEPICTED HEREON.



NOTE: The scale on these drawings applies to a reproduction size of 36" x 24" ONLY.

DATE: APRIL 2024	SCALE: AS NOTED	DESIGNED BY: JACOB	DRAWN BY: AW/L	CHECKED BY: MBE	DATE:
<p>RESPEC COMPANY, LLC                  6905 Palm Park Cir. Ste. D                  Sarasota, FL 34237                  www.respec.com</p> <p>Hugh W. Beckwith, P.E.                  Licensed Professional Engineer                  Florida P.E. License Number: 49312</p>					
<p>STORM SEWER MAINTENANCE / UPGRADE</p>					
<p>SEASIDE GARDENS BOAT RAMP CITY OF HOLMES BEACH</p>					
<p>FLORIDA MANATEE COUNTY</p>					
SHEET NUMBER: 1 of 3					

**GENERAL NOTES**

- TREES SHOWN SHALL BE MANAGED ACCORDING TO THE CITY OF HOLMES BEACH LAND DEVELOPMENT CODE.
- IN ADDITION TO THE REQUIRED CITY OF HOLMES BEACH APPROVALS THE PROJECT HAS OR WILL RECEIVE TREE AND/OR SOFTWOODS/FLORIDA WATER MANAGEMENT DISTRICT E.P.P. PERMITS AS APPLICABLE.
- THERE ARE NO KNOWN HISTORICAL STRUCTURES OR AREAS THAT MAY BE IMPACTED BY PROPOSED DEVELOPMENT.
- ALL DISTURBED AREAS SHALL BE RESTORED OR SOODED OR BACKFILLED WITH APPROVED MATERIALS AS DIRECTED BY THE ENGINEER.
- ALL CONSTRUCTION COVERED BY THESE PLANS SHALL COMPLY WITH THE MATERIAL REQUIREMENTS AND QUALITY CONTROL STANDARDS CONTAINED IN THE CITY OF HOLMES BEACH LAND DEVELOPMENT CODE.
- NO CHANGE TO THE WORK AS SHOWN ON THIS PLAN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE PROJECT ENGINEER.
- ALL PIPE JOINTS REQUIRE A FILTER FABRIC JACKET.
- THE TOPOGRAPHIC AND LOCATION DATA PRESENTED IN THIS PLAN WERE TAKEN FROM THE BEST AVAILABLE SOURCES AT THE TIME OF PRODUCTION. SOURCES OF DATA INCLUDE AERIAL PHOTOGRAPHY, CITY OF HOLMES BEACH ASSET MANAGEMENT DATABASE AND MASTER DRAINAGE PLAN, FIELD SITE VISITS, AND LIDAR.

**CONSTRUCTION NOTES**

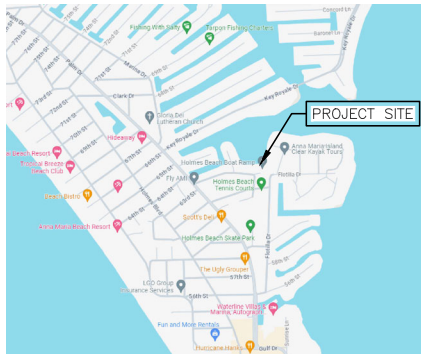
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN ALL PERTINENT PERMITS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASSURE THAT ALL CONSTRUCTION ACTIVITIES ARE IN COMPLIANCE WITH THE CONDITIONS OF ALL PERMITS AND APPROVALS. CONTRACTOR IS ALSO RESPONSIBLE FOR HAVING HIS DEMATERING PLAN, IF APPLICABLE, APPROVED BY SWFWMD.
- ALL CONSTRUCTION MATERIALS AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH CITY OF HOLMES BEACH LAND DEVELOPMENT CODE AND D.O.T. SPECIFICATIONS, LATEST EDITIONS, UNLESS OTHERWISE NOTED HEREIN.
- ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE SOLID SOODED OR BACKFILLED WITH MEDIUM WASHED SHELL OR NO. 57 STONE AS DIRECTED BY THE ENGINEER.
- CONTRACTOR IS TO COORDINATE ALL WORK WITH UTILITY COMPANIES IN ORDER TO PREVENT DAMAGE TO UTILITY LINES AND MAKING OF ADJUSTMENTS TO SAME.
- THE CONTRACTOR SHALL VERIFY THE EXISTING GRATE INLET SIZE AND PROVIDE IT TO THE CITY ENGINEER AND RESPEC COMPANY, LLC.
- IF THE CITY ENGINEER AND RESPEC COMPANY, LLC DEEM THAT THE EXISTING INLET MUST BE REPLACED, IT SHALL BE REPLACED WITH AN APPROPRIATELY SIZED FOOT DITCH BOTTOM INLET AND STEEL GRATE.
- THE DISCHARGE END OF THE REPLACEMENT PIPE SHALL BE INSTALLED FLUSH WITH THE EXISTING SEAWALL AND THE EDGE OF THE REPLACEMENT PIPE AT THE SEAWALL SHALL BE CHAMFERED TO 3/4".
- THE CONTRACTOR SHALL PROVIDE SHOP DRAWING SUBMITTALS TO THE CITY ENGINEER AND RESPEC COMPANY, LLC FOR APPROVAL PRIOR TO ORDERING THE ITEMS REQUIRED TO COMPLETE THE WORK.
- SITE CLEARING SHALL BE PERFORMED PER THE APPROVED CONSTRUCTION PLANS AND IN ACCORDANCE WITH CITY OF HOLMES BEACH LAND DEVELOPMENT CODE. INSTALLATION AND MAINTENANCE OF THE REQUIRED BARRICADING AND EROSION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE DESIGNATED.
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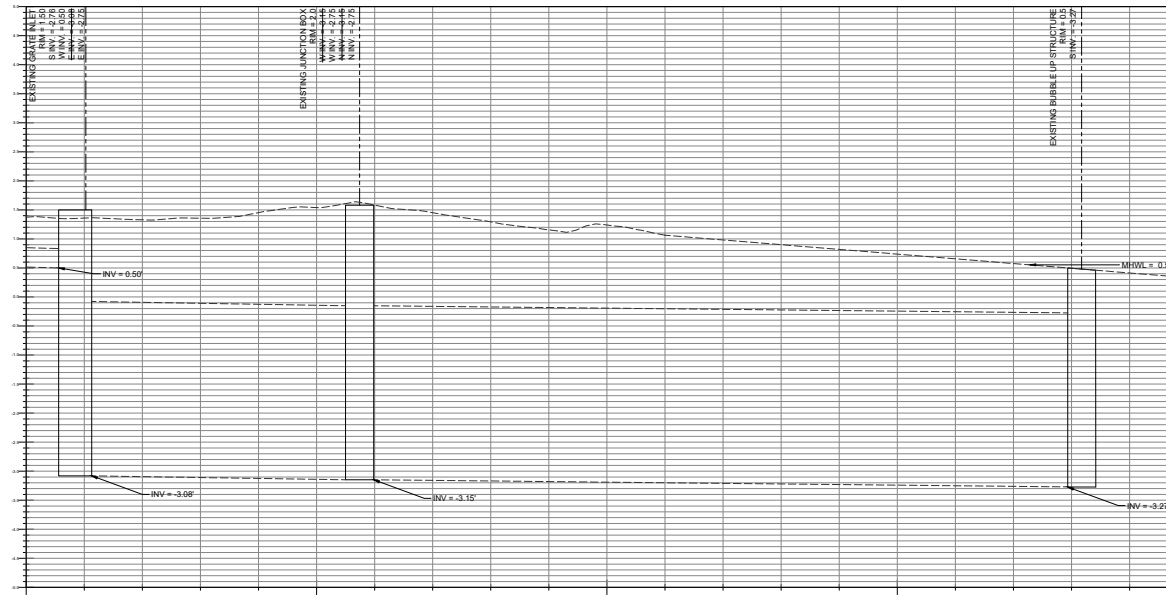
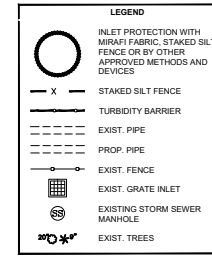
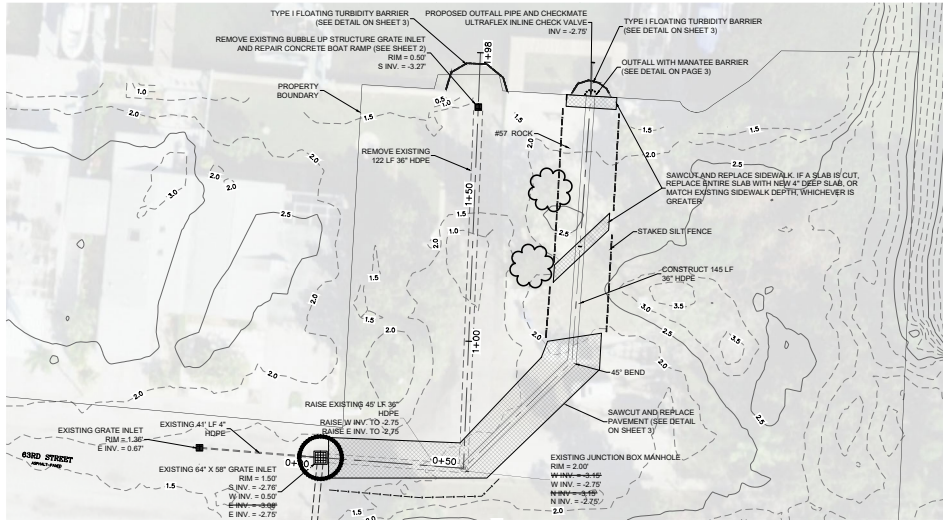
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Know what's below,  
Call before you dig.

DATE: APRIL 2024	SCALE: AS NOTED	DESIGNED BY: JACOB	DRAWN BY: AW/L	CHECKED BY: MBE	DATE:
<p>RESPEC COMPANY, LLC 6951 Palm Park Cir. Ste. D Stennis, FL 33907 www.respec.com</p> <p>Highly Qualified Professional Engineer Florida P.E. License Number: 48312</p>					
<p>STORM SEWER MAINTENANCE / UPGRADE EXISTING PIPE AND STRUCTURE</p>					
<p>SEASIDE GARDENS BOAT RAMP CITY OF HOLMES BEACH FLORIDA</p>					
SHEET NUMBER: 2 of 3					





**COMMENCEMENT NOTIFICATION**

*Within ten (10) days of initiating the authorized work, submit this form to via electronic mail to [saj-rd-enforcement@usace.army.mil](mailto:saj-rd-enforcement@usace.army.mil) (preferred, not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

**1. Department of the Army Permit Number:** SAJ-2019-01889 (NWP -CPC)

**2. Permittee Information:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**3. Construction Start Date:** \_\_\_\_\_

**4. Contact to Schedule Inspection:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Printed Name of Permittee

\_\_\_\_\_  
Date

**SELF-CERTIFICATION STATEMENT OF COMPLIANCE**

*Within sixty (60) days of completion of the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred) or by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. **Department of the Army Permit Number:** SAJ-2019-01889 (NWP -CPC)

2. **Permittee Information:** Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

3. **Date Authorized Work Started:** \_\_\_\_\_ **Completed:** \_\_\_\_\_

4. **Contact to Schedule Inspection:** Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

5. **Description of Authorized Work (e.g. bank stabilization, fill placed within wetlands, docks, dredging, etc.):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

6. **Acreage or Square Feet of Impacts to Waters of the United States:** \_\_\_\_\_

7. **Describe Mitigation completed (if applicable):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

8. **Describe any Deviations from Permit (attach drawing(s) depicting the deviations):**

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Printed Name of Permittee

\_\_\_\_\_  
Date

## STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com)
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at [MyFWC.com/manatee](http://MyFWC.com/manatee). Questions concerning these signs can be sent to the email address listed above.

# CAUTION: MANATEE HABITAT

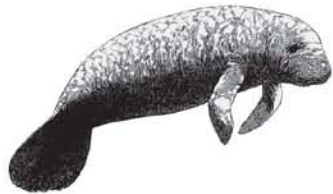
All project vessels

**IDLE SPEED / NO WAKE**

When a manatee is within 50 feet of work  
all in-water activities must

**SHUT DOWN**

Report any collision with or injury to a manatee:

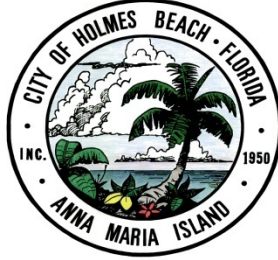


**Wildlife Alert:**

**1-888-404-FWCC(3922)**

cell \*FWC or #FWC

**BID ATTACHMENT 4 – STANDARD AGREEMENT  
24-PW003  
SEASIDE GARDENS DRAINAGE IMPROVEMENTS**



**Agreement Between the City of Holmes Beach and [CONTRACTOR] for  
[PROJECT/SERVICE]**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Holmes Beach, located at 5801 Marina Drive, Holmes Beach, Florida, 34217, a municipal corporation organized and existing under the laws of the State of Florida, (the “City”), and [CONTRACTOR] (the "Contractor"), whose address is [ADDRESS].

**NOW THEREFORE**, in consideration of the mutual covenants, representations, and agreements herein contained, the Parties agree as follows:

1. **SCOPE OF SERVICES:** The Contractor shall furnish all labor, materials, equipment, transportation, and perform all of the work described in the bid documents and specifications contained in the Invitation to Bid No. 24-PW001 (hereinafter “ITB”), for \_\_\_\_\_[DATE] and Contractor’s response thereto, attached hereto as **Exhibits A and B, respectively**, which are incorporated and made a part hereof and shall do everything required by this Agreement.

To the extent that this Agreement conflicts with any provision of the ITB or Contractor’s response thereto, the terms and conditions of this Agreement shall prevail.

2. **COMPENSATION SCHEDULE:** The City agrees to and does engage Contractor to perform the Scope of Services for compensation described herein and as set forth in **Exhibits A and B** attached hereto and incorporated herein, in an amount not to exceed [TOTAL AMOUNT], and the parties do further agree:

- 2.1 As a condition precedent to receiving payment, Contractor shall have been authorized to proceed by City for the specific task or phase, shall not be in default of any of the terms and conditions of this Agreement and shall provide to City an invoice.
- 2.2 City shall pay all valid, approved, and undisputed invoices pursuant to Florida Statute Section 218.70, the Prompt Payment Act, and all City Policies promulgated thereby. If City disputes any invoice submitted, it shall advise Contractor in writing and said invoice shall not be deemed due and payable under this agreement. Neither the City 's review approval or acceptance of, nor payment for, any services provided hereunder

shall be construed to operate as a waiver of any rights under this Agreement and the Contractor shall be liable to City for all damages to City caused by the Contractor's negligent or wrongful performance of any of the services furnished under this Agreement.

**2.3** Contractor agrees to assign competent professionals to perform the assigned responsibilities and duties faithfully, intelligently, and to the best of their ability, and in the best interest of City during the term of this Agreement. All services provided shall be performed in accordance with this Agreement and with any and all applicable law, professional standards and guidelines. City may request Contractor to make changes in the scope of services or revise the work performed. Any changes or revisions requested by City that are not due to Contractor error, omission or negligence will be incorporated into the scope of services by written amendment to this agreement and the Contractor may be entitled to additional compensation upon the agreement of the parties. Contractor will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed.

**3. AUTHORIZATION TO PROVIDE SERVICES:** Contractor shall not be authorized to provide any services as set forth above until such time as Contractor has received specific authorization from the Mayor, or the Mayor's designee.

**4. TERM:** This Agreement shall become effective upon execution by both parties and shall remain in effect for one-hundred eighty (180) days. Thereafter, the terms of the Agreement may be extended for additional one (1) year periods, upon mutual agreement of both parties, but such option to extend may only be utilized two (2) times unless authorized by the City.

**5. TERMINATION:** The City reserves the right to cancel the agreement without cause with a minimum seven (7) business day's written notice. Termination or cancellation of the agreement will not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the agreement. The Contractor may cancel the resulting agreement with 90 calendar day's written notice to the City. Failure to provide proper notice to the City may result in the Contractor being barred from future business with the City.

**5.1 Termination for Default:** The City shall notify, in writing, the Contractor of deficiencies or default in the performance of its duties under the Agreement. Three (3) separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default. It shall be at the City's discretion whether to exercise the right to terminate. Contractor shall not be found in default for events arising due to acts of God.

**5.2 Termination for City's Convenience:** The performance of work under this agreement may be terminated for convenience should the City determine it is in the best interest of the City. Any such termination shall be affected by the delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under

the agreement is terminated and the date upon which such termination becomes effective. Upon such termination for convenience, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date, and the City shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of agreement services, in accordance with the agreement, until the termination date and shall have no further obligation to perform services after the termination date.

5.3 City may terminate this agreement at any time in accordance with Section 287.135 Florida Statutes, as may be amended.

6. **RESPONSIBILITIES OF CONTRACTOR**: In addition to all other responsibilities provided herein, Contractor expressly understands and agrees that, through the above-referenced assigned personnel, it shall perform all the services required in the Scope of Services, and further agrees as follows:

6.1 Contractor may retain subcontractors to provide any of the services contemplated herein. Said subcontractors shall be used at the sole expense of Contractor, under the direct supervision of Contractor and with the prior written approval of City.

6.2 Contractor expressly acknowledges that all documents, logos, marketing and advertising material, plans, designs, reports, and specifications related to the project and acquired or created by Contractor shall remain, at all times the property of City and Contractor. Contractor, therefore, shall preserve and maintain said records and shall immediately provide copies of them to City upon termination of this Agreement.

7. **WARRANTY OF CONTRACTOR**: Contractor does hereby expressly warrant and guarantee the services provided hereunder from all defects, failures, faulty construction, and inconsistency with plans, or damage, other than that resulting from reasonable wear and tear or actions of third parties, for a period of one year from the acceptance of the work by City. If such a claim occurs, Contractor shall immediately act to repair, replace, and restore the damaged work or, if applicable, reconstruct the work to make it completely and strictly comply with the agreement documents. All warranty services provided hereunder shall be performed at Contractor's sole expense, including materials and labor. It is expressly agreed and understood that this warranty shall not apply to materials and equipment normally expected to deteriorate or wear out or become subject to normal repair and replacement before their condition is discovered. Additionally, Contractor shall not be required to do normal maintenance work under this provision. Failure of the Contractor to substantially act within thirty (30) days of notice of a claim hereunder shall entitle City, at its sole option, to replace or repair the subject defect and to recover the reasonable costs of said repair from Contractor. The enforcement of the warranty provision shall not be deemed a waiver of any rights that City may have to declare Contractor in breach of the terms of this agreement and to pursue all available legal remedies.

8. **RESPONSIBILITIES OF CITY**: The City shall provide full information, as reasonably directed by Contractor, regarding the requirements of the project.

9. **AUTHORIZED REPRESENTATIVE OF THE CITY:** During the term of this Agreement, the Mayor shall be the designated representative authorized to act on behalf of the City, as provided by law, with respect to the project.

10. **INSURANCE PROVIDED BY CONTRACTOR:**

10.1 The Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement insurance coverage in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City as additional insured, as well as furnishing the City with certificates of insurance. The insurance coverages procured by the Contractor as required by this Agreement shall be considered, and the Contractor agrees that the insurance coverages it procures as required by this Agreement shall be considered, as primary insurance over and above any other insurance or self-insurance, available to the City, and that any other insurance or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required by this Agreement. Nothing herein shall be construed to extend the City’s liability beyond that provided in Section 768.28, Florida Statutes, or any other applicable law.

10.2 The Contractor shall secure, pay for, and file with the City, prior to commencing any Services under this Agreement, all certificates for workers’ compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto in at least the following minimum amounts with specific amounts to prevail if greater than minimum amounts are indicated. Notwithstanding any other provision of the Agreement, the Contractor shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
Additional Umbrella	\$1,000,000	Occurrence/Aggregate
Professional Liability	\$1,000,000	Per Claim/Aggregate

The Contractor shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, the City of Holmes Beach named as an additional insured on its General Liability and Automobile Liability policies on a PRIMARY and NON-CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of the City on all policies. The Contractor shall maintain the General Liability and Professional Liability insurance coverages summarized

above with coverage continuing in full force, including the additional insured endorsement on the General Liability policy until at least three (3) years beyond completion and delivery of the Services agreed upon herein.

Notwithstanding any other provision of the Agreement, the Contractor shall maintain complete workers' compensation coverage for every employee, principal, officer, representative, or agent of the Contractor who is performing any labor, services, or material under the Agreement. Further, with respect to Employers' Liability, Contractor shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury/Disease/Employee	\$1,000,000
Bodily Injury/Disease/Policy Limit	\$1,000,000
Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

- 10.3** The Contractor's insurance policies shall be endorsed to give thirty (30) days written notice to the City in the event of cancellation or material change. The Contractor will comply with all safety regulations required by any agency or regulatory body including but not limited to OSHA. The Contractor will notify the City immediately by telephone at (941) 779-3332 of any accident or injury to anyone that occurs on the services site and is related to any of the services being performed by the Contractor.
- 10.4** Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, Florida Statutes, or any other applicable law.
- 10.5** If during the period which an insurance company is providing the coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with any applicable Florida Law, or 3) fail to maintain the Best Rating and Financial Size Category, Contractor shall, as soon as it has knowledge of any such circumstance, immediately notify City and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until the Contractor has replaced the unacceptable insurer with an insurer acceptable to City, the Contractor shall be deemed in default of this Agreement.
- 10.6** The maintenance of insurance coverage as provided herein shall not be construed to limit or have the effect of limiting Contractor's liability to City under the provision of any clause or paragraph contained in this Agreement.
- 10.7** Notwithstanding anything to the contrary in this Agreement, neither party shall have any liability to the other party for indirect, consequential, or special damages including, but not limited to, liability or damages for delays of any nature, loss of

anticipated revenues or profits, costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.

- 11. INDEMNIFICATION:** The Contractor assumes all risk of loss or injury to property or persons caused by its performance of this Agreement. The Contractor agrees to indemnify and hold harmless the City and its agents, directors, employees, officers, and servants from and against all such suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses, or expenses, including but not limited to reasonable attorney's fees caused by a willful or negligent act or omission under this Agreement by the Contractor's officers and employees and any suppliers or subcontractors. The City's liability hereunder is subject to the limitations and provisions of Section 768.28, Florida Statutes, and any other applicable law limiting the City's liability, and nothing herein shall be deemed to waive the sovereign immunity of the City. The obligation to indemnify the City shall include the duty to defend the City and its officials and employees in any action arising out of this Agreement.
- 12. PROHIBITION AGAINST CONTINGENT FEES:** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee/contractor working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement. For breach or violation of this provision, in addition to all remedies available to City, City shall have the right to terminate this agreement without liability and to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- 13. EQUAL EMPLOYMENT OPPORTUNITY:**

  - 13.1 Employment.** The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability, or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability, or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.
  - 13.2 Participation.** No person shall, on the grounds of race, creed, sex, color, national origin, disability, or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of the Agreement.
- 14. INDEPENDENT CONTRACTOR:** The parties agree that at all times and for all purposes within the scope of this Agreement, the relationship of Contractor and City is that of an independent contractor.
- 15. FORCE MAJEURE:** With regard to the performance hereunder, Contractor shall not be deemed to be in default of this agreement, or have failed to comply with any term or

conditions herein if, for reasons beyond Contractor 's reasonable control (including, without limitation, acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, permits or other compliance with applicable laws, rules and regulations), such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond Contractor's reasonable control, provided that Contractor commences such performance as soon as reasonably possible and diligently pursues such performance.

**16. NOTICES:** All notices, elections, requests, and other communications under this Agreement shall be in writing and shall be deemed given in the following circumstances when personally delivered: on the date of delivery after being deposited in the U.S. Mail, postage prepaid, certified, or registered, or on the date of delivery after being deposited with a nationally recognized overnight mail or courier delivery service, and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice to the other party):

The City of Holmes Beach: Mayor Judy Titsworth  
City of Holmes Beach  
5801 Marina Drive  
Holmes Beach, FL 34217  
Email: [hbmayor@holmesbeachfl.org](mailto:hbmayor@holmesbeachfl.org)

Sage Kamiya  
Superintendent of Public Works/City Engineer  
City of Holmes Beach  
5801 Marina Drive  
Holmes Beach, Florida 34217  
[skamiya@holmesbeachfl.org](mailto:skamiya@holmesbeachfl.org)

Contractor: [NAME OF REPRESENTATIVE]  
[COMPANY/FIRM]  
[ADDRESS]  
[ADDRESS]  
[EMAIL ADDRESS]

**17. GENERAL PROVISIONS:**

**17.1** Assignment and Disclosure of Intellectual Property. All original works of authorship that are made by the Contractor or its representatives (solely or jointly with others), within the scope of, those described as works for hire and during the period of City's agreement with the Contractor and that are protectable by copyright as that term is defined in the United States Copyright Act and that the Contractor will be considered the author thereof and shall have expressly authorized the use thereof by City for all purposes consistent with this Agreement. Any reuse of the Work described above without written verification or adaptation by Contractor, as appropriate, for the specific purpose intended, will be at City's sole risk and without liability or legal

exposure to Contractor. Any future verification or adaptation of such Work will entitle Contractor to further compensation at rates to be agreed upon by City and Contractor.

- 17.2** Pre-suit Mediation: Prior to, and as a condition precedent to the commencement of any lawsuit or administrative proceeding to resolve any disputes arising out of this Agreement the parties agree that the dispute first shall be summited to non-binding mediation before a business mediation organization approved by the parties. Such mediation shall be held at the City's offices at the address set forth in this Agreement. The parties shall bear the costs of the mediation equally.
- 17.3** Attorneys' Fees and Costs: Should any party to the Agreement be required to sue to enforce its rights under this Agreement, the prevailing party in such litigation shall be entitled to receive from the non-prevailing party its expenses, fees, and costs, including reasonable attorney's fees, for all pre-lawsuit, lawsuit, and appellate proceedings. The same prevailing party provision shall apply to any arbitration proceedings if the parties agree to resolve a contractual dispute through arbitration.
- 17.4** Controlling Law and Venue: The Contractor and the City agree this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any legal proceedings brought under this Agreement shall be in Manatee County, Florida, and the state courts of Manatee County shall have jurisdiction to hear any proceeding brought under this Agreement.
- 17.5** Remedies: Upon receipt of notice of any defective materials, labor, or work or other failure in the monitoring system provided by the Contractor, the Contractor shall remedy or replace defective programs, materials, equipment or remedy any faulty workmanship within ten (10) calendar days of receipt of notice. This guarantee and warranty provision does not create any limitations on the City as to any claims or legal actions for breach of guaranty or breach of warranty that the City may have against the Contractor or others and does not constitute an exclusive remedy against the Contractor or any other person or entity that provides materials, equipment, or labor for the project.
- 17.6** Relationship of Parties: The parties agree that the Contractor is an independent contractor and the relationship between the City and the Contractor is not that of employer and employee.
- 17.7** Assignment: This Agreement shall be binding upon the parties and shall not be assignable, provided that any request for assignment to a non-affiliated third party by the Contractor shall not be effective unless approved by the City's Board of Commissioners.
- 17.8** Severability: If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

- 17.9** Amendment: This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the City by the City’s Board of Commissioners and for the Contractor by a named officer and only if properly executed by all the parties to this Agreement.
- 17.10** Waiver: The waiver by City of breach of any provision of this agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this agreement.
- 17.11** Entire Agreement: This agreement, including the documents incorporated by reference, contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous agreements between the parties with respect to the performance of services by Contractor.
- 17.12** Non-Exclusive Contract: Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option.
- 17.13** Annual Appropriation: The Contractor acknowledges that during any fiscal year, the City shall not expend money, incur any liability, or enter into any Agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any Agreement, verbal or written, the City may enter into in violation of this fiscal limitation is null and void, and no money shall be paid on such Agreement. The City may enter into Agreements which the duration exceeds one (1) year; however, any such Agreement shall be executory only for the value of the services to be rendered which the City agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the City’s performance and obligation to pay the Contractor under this Agreement is contingent upon an annual appropriation being made for that purpose.
- 17.14** Compliance with Law: The Contractor shall perform all the work required under this Agreement in accordance with applicable federal, state, and local statutes, ordinances, rules, and regulations, whether or not expressly set forth in the Agreement Documents. The Contractor shall maintain all required State and local licenses that are required to perform the work and supply the equipment under this Agreement, including registration with “Sunbiz.org” as required by applicable Florida law. The required licenses shall remain valid during the entire term of this Agreement. The Contractor shall provide the City with a copy of all required licenses upon request.

In accordance with Section 448.095(2), Florida Statutes, the Contractor shall comply with all E-Verify requirements in its hiring practices. This Agreement shall be subject to termination as provided in Section 448.095(2), Florida Statutes if the City determines that the Contractor is not in compliance with the requirements of that provision.

**17.15** Conflict of Interest: The Contractor shall be required to disclose prior to signing this Agreement the name of any officer, director, employee, or agent who may be employed by the City or otherwise affiliated with the City. The Contractor shall disclose the name of any City official or employee who owns, directly or indirectly, any interest in the Contractor's company or any affiliated business entity. Any additional conflicts of interest that may occur during the term of the Agreement must be disclosed to the City immediately upon discovery of the conflict or potential conflict.

**17.16** Federal and State Taxes: The City is exempt from Federal Tax and State Sales and Use Taxes. Upon written request, the City will provide an exemption certificate to the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor shall the Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

**17.17** Access and Audits: The Contractor shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. The City shall have access to all books, records, and documents that the Contractor must maintain in accordance with this Agreement for the purpose of inspection or audit during the Contractor's normal business hours at its usual place of business. If the City determines that the City has overpaid the Contractor because the Contractor has misrepresented its billable time or reimbursable expenses, the Contractor shall deliver the full amount of any overpayment to the City. If the City incurs any fees, costs, or expenses to recover the overpayment amount including, but not limited to, administrative accounting and attorneys' fees, costs, and expenses, then the Contractor must pay the City the full amount of the same as such fees, costs, and expenses come due.

If the City determines that the Contractor has under-billed the City because the Contractor has miscalculated any reimbursable items or rates after submitting the invoice in accordance with this Agreement, the Contractor waives any claim for additional payment for those services or reimbursable items. All invoices submitted to the City pursuant to this Agreement are subject to audit and demand for refund of overpayment for a time period extending three (3) years beyond the expiration or earlier termination of this Agreement.

**17.18** Public Records: Pursuant to Section 119.0701, Florida Statutes, the Contractor agrees to:

- (a) Keep and maintain public records required by the public agency to perform the service and supply goods and materials;
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the

Florida Public Records Act or as otherwise provided by law;

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the public agency; and
- (d) Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-708-5800, EXTENSION 226, OR [CITYCLERK@HOLMESBEACHFL.ORG](mailto:CITYCLERK@HOLMESBEACHFL.ORG), 5801 MARINA DRIVE, HOLMES BEACH, FL 34217.**

IN WITNESS WHEREOF, the Parties have signed this Agreement:

**CITY OF HOLMES BEACH:**

[NAME OF COMPANY/FIRM]

By: \_\_\_\_\_  
Judy Titsworth, Mayor

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Stacey Johnston, City Clerk